

technical direction of the ship and crew lay with the skilled mate, *nauclerius*, usually chosen by the merchants, assisted in some cases by other mates, *penexii*,¹ or there might be several *nauclerii*.² Infrequently a pilot (*pilotus*) was specified,³ for a difficult voyage or protracted cruise, through the Greek archipelago for example, if a pilot with the requisite knowledge could not be found in Genoa, it was agreed that one should be picked up at some port of call further east.⁴ All the mariners were armed, as indeed was the entire ship's company including the merchants. The armament of the crew was ordinarily described: e.g., of seventy-five mariners fifteen must be armed with crossbows or of one hundred mariners twenty must be so armed, with one as master (*magister*), while all the rest were *muniti ad ferrum*, or as we should say armed with steel. The specifications occasionally went into greater detail: on one voyage to Syria in addition to the ordinary arms two hundred lances and head-pieces were to be carried.⁵ The armament for trading voyages was apparently not yet regulated by the government in Genoa as it was in Venice at this time, and in the next century in Genoa.⁶

4. CARGO AND FREIGHT

The most intricate features of these contracts are the stipulations covering cargo and freight rates, a full understanding of which is rendered difficult by the lack of Genoese law on the subject for this period and by the tacit or expressed reliance upon custom. From the contracts, however, it is possible to outline Genoese practice in the chief areas of trade. In trade across the seas, except that with Constantinople and Caffa in the latter part of the thirteenth century, it is evident that the ship-owners reckoned their profits chiefly on the freight paid for cargoes fetched back to Genoa from ports over

¹ ASG, Not. B. de For., reg. iv, fol. 158^r.

² Three *nauclerii* and one *pennesius*. ASG, Not. B. de For., reg. iii, fol. 158^v.

³ ASG, Not. B. de For., reg. ii, fol. 208^v-209^r.

⁴ ASG, Not. B. de For., reg. iii, fol. 158^v.

⁵ ASG, Not. B. de For., reg. v, pt. ii, fol. 185^r-185^v.

⁶ It is singular that there is no mention of officials such as *consules maris* to whom governmental inspection would be entrusted. On these officials see A. Schäube, 'Neue Aufschlüsse über die Anfänge des Consulats des Meeres', *Deutsche Zeitschr. für Geschichtswissenschaft*, ix (1893), 223-258.

seas, and not on the cargoes exported from Genoa. The more important merchants departing from Genoa ordinarily contemplated returning on the same vessel; when assured of this, the ship-owners agreed to carry from Genoa to the destination the cargoes of the merchants, within certain limits and with certain exceptions mentioned below, free of all freight charges.¹ When the merchant lessees did not contemplate returning on the same ship they were required to pay freight on cargoes exported from Genoa; if they were undecided on the question of the return when leaving Genoa, freight was charged on the exported cargo but the amount then paid was regarded as an advance payment and was later deducted from the amount owed for the return cargo,—a point to which I shall later return. The quantity of goods carried free on the outward voyage was regulated in Genoese custom by the conception of an ideal mercantile unit of cargo, known as the *miliarium librarium Janue*, a thousand Genoese pounds, the weight of cargo every merchant was supposed to carry in order to rank on board the ship as a merchant in distinction from a pilgrim or common passenger who paid for the carriage of his person and did not share in the direction of the voyage.² In coming to an arrangement with the ship-owners the mer-

¹ It was the common practice in all Mediterranean trade to carry the merchant and his personal effects free of freight charges. Cf. Ashburner, *op. cit.*, p. cxl ff. The free transportation of outward bound cargo in view of a heavy return cargo, however, as described above in Genoese practice is either unique or not elsewhere evident because of the paucity of contracts of this nature.

² Genoese practice in this respect looks back to the Rhodian sea-law. Cf. Ashburner, *op. cit.*, p. cxc. It is similar to the method by which under the sea-law of Barcelona the merchant was distinguished from the pilgrim by the amount of cargo carried or by the amount of freight paid thereon. Pardessus, *op. cit.*, ii, 115–116. But nowhere does the practice seem to have been so logically and efficiently developed to meet the demands of thirteenth century trade as in Genoa. For shipments of money the *miliarium* was sometimes divided into tenths, when the merchant paid freight on the *centanarium*; *quolibet centanarium librarium denariorum Janue que portabuntur in capsis implicatarum in miliarensibus et rebus subtilibus pro soldis decem Janue*. ASG, Not. Veggio, reg. i, pt. i, fol. 169v. Despite the growth of credit and of letters of exchange the Genoese were still exporting money to the west and to African ports between 1250 and 1260. I find two important expeditions organized by powerful merchants going to Tunis with large amounts of money in bezants. The merchant's unit of load then becomes a *miliarium* of bezants, or the weight thereof, carried free; in return for this free carriage each merchant agrees to load in Tunis a definite weight of cargo, 60 *cantaria*, upon which he will pay freight. ASG, Not. B. de For., reg. ii, fol. 213v–214v; reg. iv, fol. 37v. I do not find the *miliarium* used as a merchant's unit in the trade with Constantinople or Caffa in the

chants secured a statement in the contract as to what would be accepted as free cargo. In some cases the entire cargo to be exported was declared to be free from freight charges;¹ in other cases fifteen or twenty bales, regardless of weight, were specified as acceptable per *miliarium* evidently under the implication that freight would be charged on bales in excess of the number agreed upon.² In all cases the merchants on the other hand were required to supply in the foreign port for the return voyage to Genoa a definite weight of cargo per *miliarium* carried outwards free of freight.³ Thus the ship-owners were able to calculate the approximate amount of return cargo to be supplied by the merchant lessees, and thus to reckon their chances of profit as well as to estimate how much additional cargo they must secure from merchants outside the group of lessees

latter part of the thirteenth century when the Genoese became so powerful there, nor has Bratianu met it in his researches apparently. It would only be met with were the merchants organizing a round trip to those regions, and I have found no example of that kind. Moreover it should be observed that the *miliarium librarium Janue*, or *miliarium bisanciorum argenti* in the trade with Tunis, as a merchant's unit must be distinguished in reading the documents from the *miliarium* in use in the Byzantine and Black Sea trade as a unit of weight for the shipment of hides, wax, etc., on which freight was paid regularly. ASG, Not. S. Vatt., reg. v, pt. i, fol. 127^v-128^r, 130^r-130^v. I find it used only once in this fashion for exports from Genoa, and then in a document that bears every appearance of being entered on a folio as notes for a notary from which the completed text of the contract was later to be prepared. ASG, Not. B. de For., reg. iv, loose folio unnumbered.

¹ ASG, Not. B. de For., reg. iv, fol. 37^r, fol. 149^v.

² ASG, Not. Pal. de S., reg. i, pt. i, fol. 178^r-178^v. Not. B. de For., reg. ii, fol. 249^r.

³ In a document covering a voyage to Ceuta via Malaga: *promitto vobis mercatoribus portare vos et . . . res . . . et compagnas vestras . . . sine aliquo naulo inde michi solvendo in Septam et cantaria quatuor cotoni per centanarium librarium Janue sine naulo et abinde super ad rationem solidorum sex Janue pro qualibet cantario*. Then later in the contract the patron agrees when the ship has reached Malaga *cantaria ducenta levare in dicta nave per miliarium librarium Janue*. ASG, Not. B. de For., reg. iv, fol. 164^r. This is interesting as showing the use of the *miliarium* and its tenth, the *centanarium*, in the same document for different aspects of the same problem, the free cargo. In the Tunisian expeditions the merchants' cargoes are carried free of freight, but they are bound to load in Tunis *cantaria LX per miliarium bisanciorum argenti de omnibus mercibus et rebus et miliarensibus quos et quas portabimus nobiscum*. ASG, Not. B. de For., reg. ii, fol. 213^v-214^r; reg. iv, fol. 37^r. In the Syrian trade the clearest statement of the point is found in a contract in which the ship-owners stipulate *et dare nobis debetis de ballis vestris quas portabitis vel mittetis in dicta nave ultramare cantaria octo Acconis facta ad navem per miliarium librarium Janue*. ASG, Not. B. de For., reg. iv, fol. 158^r-158^v. The *cantarium* of Acre, according to Pegolotti, was equal to 725 lbs. Genoese, except in cotton, when it was reckoned at 740 lbs. *Pratica della Mercatura*, p. 52.

to make the voyage as profitable as possible in consideration of the capacity of the ship. The ship-owners were further protected by their personal knowledge of the financial status of the merchant lessees which would enable them to calculate roughly the probable amount of the money, credits, and goods to be exported upon which the return cargo would be based. In some instances they required the merchants to agree that either all or two thirds of their exports from Genoa at that season be sent in the vessel under lease and in no other, and to agree that all of their wares to be fetched to Genoa from the foreign port be loaded in that vessel provided she could carry them.¹ This unit of export, the *miliarium*, offered another practical advantage: it enabled merchants exporting merchandise only, and those exporting merchandise and money or silver bars in any combination, to be placed on the same footing with each other as members of the group in control of the voyage. Their obligations with respect to the return cargo on which the ship-owners calculated the ship's profits being in direct proportion to the registered weight of their exports regardless of bulk, were to all intents and purposes identical in nature, although not in amount beyond a certain minimum. It also afforded a simple method of weighing the merchants votes, so to say, on all questions of choice of route or of ports of call; the vote was expressly counted in some cases, perhaps in all, not by heads, but by weight of cargo laden.² This unit was furthermore used to determine the amount of return cargo allowed the merchant at the preferential rate in cases where the ship-owners did not agree to accept all the cargo assembled by the merchants without question of its true ownership.³ In the foreign port the

¹ The usual provision was two thirds. ASG, Not. B. de For., reg. iv, fol. 148^r, 158^r, 160^v-161^r.

² The choice of the Syrian port is to be *in voluntate vestrum mercatorum ascendencium in dicta nave vel maioris partis vestrum pro parte cantarate*. ASG, Not. Pal. de S., reg. i, pt. i, fol. 178^r-178^v.

³ It appears that the ship-owners were bound to the freight rate fixed in the contract only for that amount of return cargo agreed upon as the equivalent per *miliarium* exported from Genoa. On cargo beyond that amount they could charge a higher rate, as of course they could charge outsiders a higher rate. Only in this light can I interpret the following passage: *Acto etiam . . . quod si quis vestrum mercatorum infra dies quindecim postquam apud Acconem cum dicta nave aplicuerimus addere voluerit cantaratam suam. possit quilibet qui voluerit licenter addere cantaria duo per miliarium librarum Janue ultra suam cantaratam supradicta ratione.* ASG, Not. B. de For., reg. ii, fol. 249^r-249^v.

merchants were allowed to place on board one merchant for every unit of return cargo fixed in the contract as the equivalent of the exported *miliarium*.¹ Variations in the use of the *miliarium* will be discussed below.

As stated above, there were certain limitations on the amount and character of the goods carried outward free of freight. On voyages westward to the Balearics, Spain, and Ceuta, as well as to Bougia, lacquer, pepper, cotton cloth, saffron, *et omnes res subtile*s, ordinarily shipped in chests, like money, were carried free,² but only a limited amount of cotton per *miliarium* or per merchant. Very heavy or very bulky wares such as copper, lead, tin, iron, canvas, hemp, and the manufactured wooden wares which the Genoese exported in large quantities to Tunis, were almost invariably excluded from the free cargo, not only because of the difficulty in handling them but also because the metals were so often used as ballast in the lading of the ship. For merchants going to the East fifteen or twenty bales per *miliarium* would be carried without freight charge. On all voyages to the Moslem ports of Africa the ship-owners agreed to carry without charge a stated number of casks of wine per *miliarium*, or per merchant, since for this purpose the two terms are nearly interchangeable;³ the omission of this clause in the contracts for

¹ This is stated in nearly all the contracts here cited, the usual provision being that any of the lessees may place one merchant on board for the return voyage for every eight or ten *cantaria* of Acre loaded, even if he does not return but merely sends a cargo. That the cargo must first have been weighed in appears in one contract and may have been the rule: the ship-owners promise *levare in dicta nave pro cantariorum decem Acconis factis ad navem mercatorem unum facta prius cantarata dictae navis*. ASG, Not. Pal. de S., reg. i, fol. 178^r-178^v. In one contract for a voyage to Ceuta wherein the outward bound unit of cargo is the *miliarium* the ship-owner agrees to allow the merchants to place on board for the return one merchant for every 100 *cantaria* loaded. ASG, Not. B. de For., reg. iv, fol. 164^r. The great discrepancy in the cargo required before placing a merchant on board may lie in the fact that sometimes the merchants were not allowed to load goods of others, only their own.

² One of the earliest illustrations of this practice of a year about 1203 is found in a contract for a voyage to Bougia. The ship-owners *promittunt eis portare portare Buzeam laccam et piperem et telas et safranum et omnes res subtile ex dono pro mille cantariorum quas debent eis dare*. ASG, Not. Gugl. Cass., fol. 170^v. It is the only statement of why the goods are carried *ex dono* that I have found. The phrase *ex dono* shortly gives way to *sine aliquo naulo*.

³ The amount of wine carried free was apparently the subject of bargaining, dependent also on the length of the voyage and the duration of the pause in Moslem lands. It varies from 8 *mezzarole* per merchant and servant (ASG, Not. B. de For., reg. iv, fol. 149^v) to 18 *mezzarole* per *miliarium librarum Janue*, *ibid.*, reg. iv, loose folio unnumbered; and 15 per

eastern voyages leads me to suppose that the amount of wine carried for use on shipboard was fixed by the commune for the Levant trade. All such goods carried free were of course in addition to the personal effects of the merchant, which were universally transported without charge, provided that he indubitably ranked as a merchant, and for this the test in Genoese practice was undoubtedly the carriage of goods and money of a certain weight, a *miliarium* of goods or money.

With these general considerations in mind, it is possible to proceed with a description of the more detailed features of the cargo and freight problem in the different areas of trade.

(a) *Spain, Ceuta, Bougia*

Considering the trade with Spain, Ceuta and Bougia as one field of Genoese activity, we find that the stipulations concerning cargo and freight vary as the venture is direct to one port for the outward voyage alone, or to one port and return to Genoa, or a general cruise touching at many ports over a period of eight months and more before the return to Genoa. An example of each will be considered. Naturally the first of the three types of voyage is the simplest. In the spring of 1250 nine merchants of families long distinguished in over-seas trade contracted with the owners of a vessel of fifty-five mariners for a voyage to Ceuta, making no provision for the return voyage.¹ They guaranteed no definite cargo but agreed to ship all their wares for export in that vessel and in no other. In view of the possibility that the merchants might not return in the same ship, leaving the owners to risk securing a profitable return cargo, no wares were to be carried free except six casks of wine per merchant. On money of Genoa or of Ceuta and on *res subtile*s, carried in chests, the merchants agreed to pay 10 *sol.* per hundred-weight, on merchandise in bales 5 *sol.* per bale, on cotton 6 *sol.* per *cantararium*, on wine above the free allowance 2 *sol.* per *mezzarola*. No provision being made for time of payment, we may assume that the freight was paid before the departure from Genoa as was custom-

merchant, ASG, Not. B. de For., reg. II, fol. 213^v-214^r. The *mezzarola* of the period was equivalent to 91.480 litres. Rocca, *Pesi e Misure*, p. 108. Above the stipulated amount freight was charged.

¹ ASG, Not. Veggio, reg. I, pt. I, fol. 169^v.

ary unless otherwise stated. The ship-owners assumed the risk of a profitable return cargo in view of the well known status of the participating merchants who might be counted upon after a summer of trade to make a reasonable contract for a fair cargo for the return to Genoa; moreover Ceuta was then a port much frequented by Genoese traders from whom the prospects of a profitable return cargo were no doubt far from uncertain, especially in the autumn.

To illustrate the second type of voyage, I cite a contract for the lease of a smaller vessel of twenty-eight mariners for a trip to Bougia and return in the late summer and autumn of a much earlier year, *circa* 1203.¹ The four merchant lessees, in their own names and in those of their associates unnamed, guarantee a return cargo of 1000 *cantaria* at a freight rate of 1 bezant *miliarensis* per 1.75 *cantarium*. The outgoing cargo,—the total amount not specified, is divided into two parts. The first part, consisting of cotton cloth, pepper, saffron, lacquer, and other *res subtile*s in chests, is carried free in view of the guaranteed return cargo. On the second part of the outgoing cargo freight is charged as follows: flax at 2 *sol.* and cotton at 3 *sol.* per *cantarium*, wine, oil, and honey at 2 *sol.* per cask. The freight is to be paid in Bougia within fifteen days of arrival there on the demand of the ship-owners after the merchants have made the first public sale of their wares (*facta prima calica*). The merchants further agree that for the return voyage the ship-owners may load for themselves on the deck of the ship 1000 *cantaria* of wool and hides; their own cargo of the same amount is apparently to occupy the hold of the vessel, leaving the ship-owners free to load an equivalent cargo for themselves or other merchants at will. It will be observed that the ship-owners have three sources of profit: that on the outgoing cargo which might be estimated through their acquaintance with the standing of the merchant lessees, that on the guaranteed return cargo, and that on the additional thousand *cantaria* carried on deck. They deferred payment of the freight on outgoing cargo until after the first sales in Bougia, but they received the amount due in ample time to meet their own needs for trade and for the expenses of the return voyage. More-

¹ ASG, Not. Gugl. Cass., fol. 170v.

over the unusual concession for the loading of additional cargo on the deck, space usually reserved for the merchants and their *campagna*, for greater freedom of movement on the part of both merchants and crew, may have been intended to offset partially the inconvenience to the ship-owners of deferred payment, a provision operating to the distinct advantage of the merchants who were obviously thereby enabled to load a larger cargo of wares.

The third type of voyage in these waters, a cruise from port to port extending over the winter season, required a contract of a far more intricate nature, similar in most respects to one for a voyage to the East. In the summer of 1253 fourteen merchants leased the 'Stella' for a venture *via* Malaga to Ceuta where the boat should winter if possible, with calls at Bougia and as far east as Tunis before the return to Genoa the following summer.¹ The contract, drawn on July 20, for departure on Sept. 8, is explicit on the details of the ship's equipment, with fifty armed mariners, including six crossbowmen and a mate selected by the merchants. The patron of the ship agreed to call for news of conditions in Ceuta at Malaga, where he would pause for three days; there the merchants might debark for trade after giving security for what they owed the ship-owner, and where they should decide by majority vote where to winter,—in Ceuta, as they hoped to do, or if that were found unwise, then in Bougia or Tunis. The owner agreed not to put up the ship for the winter before Nov. 30, except in Ceuta, and if he wintered elsewhere than in Ceuta he bound himself to await the merchants' pleasure for four months in the port chosen for wintering. If the winter were spent in Ceuta the merchants should there decide whether they wished to proceed to Bougia and Tunis before the final return to Genoa.

In his agreement with the merchants on cargo and freight rates the ship-owner waived freight charges on most of the cargo exported from Genoa in view of the returns promised from specifically stated cargoes to be carried from port to port on the cruise, and from the large guaranteed cargo for the final haul to Genoa. He agreed to carry the merchants, their personal effects, and their goods free of

¹ ASG, Not. B. de For., reg. iv, fol. 164^r. In this document I have met for the first time the *orum* as apparently synonymous with *miliarensis*. Cf. *ibid.* reg. iv, fol. 149^r.

freight charges with limitations on wine and cotton alone. The allowance of wine was liberal, ten casks free of freight per *miliarium* laden. The limitation on cotton was four *cantaria* per *centanarium* or hundredweight of cargo laden; on cotton carried above that amount the rate should be 6 *sol.* per *cantarium*. The chief exports from Genoa to these ports were spices, other *res subtile*s and cotton. It is obvious that the bulk of cotton in relation to weight was so large that here as everywhere in Mediterranean trade a limitation on cotton cargo was necessary, whereas in this case no limitation was set upon the smaller wares in accordance with custom when the return cargo was calculated to be large and remunerative.

The stipulations governing cargo and freight after reaching Malaga are interesting. There, as has been said, the merchants might descend with such goods as they pleased for trade after giving security for what they owed the ship-owner. He agreed furthermore to load wares purchased by them at Malaga for the haul to Bougia or Tunis at 8 *orum* or *miliarenses* per *cantarium*; he would load for each merchant 200 *cantaria* per *miliarium* originally laden, but no part of this cargo was there to be classified as coming under the rate fixed for the return cargo to Genoa; in the phrase of the contract these wares were not *res de stiva* until reloading for the final leg of the cruise when they would be stowed in the hold or *stiva*. From Malaga until the end of the voyage one jar (*jarra*) or two baskets (*sporte*) were to be reckoned as one *cantarium* in figuring the freight charges. If the merchants while in Ceuta for the winter voted to call at Bougia or Tunis before returning to Genoa the patron agreed to carry jars to Bougia at a rate of 40 bezants *miliarenses* per *centanarium* and to Tunis at 50 bezants *mil.*, provided the merchants loaded 5000 jars. Upon reaching Bougia or Tunis any merchant was privileged to withdraw from the cruise with his cargo on condition that he paid 80 bezants *mil.* per *centanarium* at Bougia, or 90 bezants *mil.* per *centanarium* at Tunis for cargo carried from Ceuta,—increases of 100 per cent. and 80 per cent. above the rates charged for this leg of the cruise were he continuing the voyage to Genoa. The ship-owner was protected against loss on the occasion of merchants abandoning the cruise at these ports not only by the greatly increased rates on cargo hauled there from Ceuta, but also

by the obligation of the merchants continuing the cruise to supply him with the full amount of the guaranteed cargo for the return to Genoa; apparently the merchants remaining with the ship were held to supply any deficiency in cargo caused by the withdrawal of an associate at Bougia or Tunis, although this is not stated in so many words in the contract.

If at Ceuta the merchants decided to return directly to Genoa without stops at Bougia or Tunis, they were required to supply a minimum cargo of 2500 *cantaria*. By the middle of February, the date fixed for commencing to load the ship for the continuation of the voyage, they must inform the ship-owner whether they wished to load an additional cargo of 1500 *cantaria*; if so he was bound to accept it, but after mid-February he could contract with other merchants for this space. In Genoese shipping terms the guaranteed minimum cargo was often designated as *cantarata de firme* in contradistinction to that on which a *responsio* must be given by a fixed date. The owner further stipulated that the additional load of 1500 *cantaria* must be the wares of the contracting merchants and of no others; they could not sell this space to other merchants on their own account. Having thus assured himself of a minimum cargo of 2500 *cantaria* and a maximum of 4000 *cantaria* he agreed to a rate of 9 *mil.* per *cantarium* on either amount. On the other hand, if the merchants voted to call at Bougia and Tunis after leaving Ceuta, they must guarantee a cargo of 5000 *cantaria* for the final haul to Genoa at a slightly reduced rate of 8 *mil.* per *cantarium*. The ship-owner promised to take no merchant on board at Genoa at rates lower than those agreed upon. He would allow the merchant lessees to place one merchant on board the vessel at Ceuta for every hundred *cantaria* of cargo laden; by this provision they were obviously able to sell passage to outside merchants, and since the maximum capacity of this vessel was reckoned at 5000 *cantaria*, as many as fifty merchants might be accommodated on board. Furthermore he agreed to deposit in banks in Genoa to the credit of the merchant lessees security of £500 for the fulfillment of the contract on his part, and in case of breach of contract the freight rate on the guaranteed cargo should be reduced to 5 *mil.* On their part the merchants agreed to load in Ceuta one third of their cargo

by the end of February, another third by the middle of March, the last third by April 8, and to pay the freight in thirds on those dates. By the last date all goods destined for Genoa, *totam raubam de stiva*, must be laden.

(b) *Tunis*

For the thriving Genoese trade with Tunis in the thirteenth century groups of merchants leased vessels either for a summer voyage over and back with a month or two for operations in Tunis,¹ or undertook a voyage in the autumn with the prospect of wintering in Tunis and returning to Genoa in the early spring;² or after trading for a time in Tunis they decided whether to return to Genoa with their purchases if a profitable cargo had been secured, otherwise to proceed eastward to Syria.³ In all contracts which I have found for these operations there was no charge made for wares exported from Genoa, except canvas, hemp, rope, metals and wooden wares, and always there was an agreement covering the return cargo from which the ship-owners' profits were derived. Sometimes the exact amount of the return cargo was stipulated,—for a small vessel 400 to 500 *cantaria*, and for the great vessel originally built for St. Louis, the 'Paradisus Magnus,' 8000 *cantaria*. On the other hand the return cargo was sometimes not specifically stated, but the ship-owners stipulated that in return for exemption from freight charges on the outward voyage, the merchants must furnish a return cargo of 60 *cantaria* per *miliarium* of bezants exported from Genoa. The ship-owners also stipulated that the merchants must not send any wares to Genoa except in their vessel if she could contain the cargo; they agreed not to take on the cargo of outside merchants at all, or else not to do so within a stated period after reaching Tunis if the lessees desired the space. On their part the merchants agreed not to dispose of the space for which they had contracted to any outside merchant without giving the ship-owners the opportunity to retain it at the price offered by the outsider. The rates charged for the return cargo varied: for a summer voyage it was

¹ ASG, Not. Ang. de Sig., reg. v, fol. 8^r, 11^r.

² ASG, Not. B. de For., reg. ii, fol. 213^r–214^r.

³ ASG, Not. B. de For., reg. ii, fol. 208^v, 211^v.

9 mil. per *cantararium* on a vessel of ninety mariners, while it increased nine-fold to 8 bezants mil. per *cantararium* if the winter were spent in Tunis. The allowance of wine carried free rose to 15 casks per merchant if the winter were spent in Tunis when the higher rates on return cargo were exacted. In these contracts for trade with Tunis I find the first definite mention of the adjustment of cargo weight to bulk, in reckoning the freight on wool and alum: two *cantaria* of wool were reckoned for payment of freight as three *cantaria*, and two of alum as one *cantararium*.¹ The approximate dates for commencement and completion of loading cargo in Tunis were fixed,

¹ ASG, Not. B. de For., reg. II, fol. 213v–214r. By the customs governing packing and loading of cargo the merchant hired a certain number of *cantaria*, or whatever weight measure was used, and then was allowed to load a definite quantity of *cantaria* of various classes of commodities the total of which might differ from the number of *cantaria* hired, dependent on the relation between bulk and weight. Cf. Ashburner, *op. cit.*, pp. cx–cxiii. To his summary of medieval practice the Genoese documents make one important contribution. The contracts sometimes state, e.g., that on departure from Genoa the merchants will pay per *cantararium secundum quod descendit de stareria* (weighing machine) . . . *preter quam de tellis de quibus solvemus de tribus cantariis pro duobus*. ASG, Not. B. de For., reg. IV, fol. 160v–161r. That is they paid for dead weight with the exception given. On the other hand they might contract to load and to pay for *cantaria* or *cantarata facta ad navem*, as was generally the case. For example, the shipowners promise *vobis portare in dicta nave cantaratum Janue factam ad navem ad cantaratum consuetam pro solidis decem Janue nobis solvendis nomine nauli de quolibet cantario facto ad navem*. ASG, Not. B. de For., reg. IV, fol. 158r–158v. In another contract the merchants agree to pay on one half of their cargo 11 sol. *pro quolibet cantario Janue prout descendit de stakeria*, and on the other half 11 bez. *pro quolibet cantario Acconis facto ad navem*. ASG, Not. B. de For., reg. IV, fol. 148r. The meaning of the phrase in Genoese mercantile language, and elsewhere no doubt, *facta ad navem*, is therefore clear: it is the term commonly used to indicate loading of cargo according to the accepted table of relative weight and bulk in the particular port. The understanding of this phrase explains why there is so little mention in the contracts of specific adjustment of weight and bulk. One document of the year 1203 contains a phrase which throws some light on this point so far as the loading of cargo made up of such different wares as cotton and spices is concerned, two of the most important commodities in trade from the East. The ship-owner agrees in loading the cargo in Syria *aducere cantaratas factas centum. silicet medietatem de bumbace. et aliam medietatem de aliis mercibus de ultramare in Januam*. ASG, Not. Gugl. Cass., fol. 204v. This would seem to say that 100 *cantaria facta ad navem* would be half cotton and half other wares, and it is possible that the phrase always means that wherever met. This passage is furthermore significant since it partially elucidates a very obscure and corrupt chapter inserted in the oldest edition of the Barcelona *Consulat de la Mer* describing the method of loading various sorts of eastern wares in Alexandria for the voyage westward, a chapter omitted by Pardessus and by Twiss in their editions, and one which has never been fully explained. Cf. P. B. Boucher, *Consulat de la Mer, ou Pandectes du Droit Commercial et Maritime, traduit du Catalan en Francais, d'apres l'édition originale de Barcelonne, de l'an 1494* (Paris, 1808), II, 52.

when payment of freight must also be made in the currency of that land.

(c) *The Levant*

The third area of trade to be considered, the Levant,¹ was the most important in volume and value, and was probably the only field in which the shipping was closely regulated by law instead of by custom. To what extent formal legislation covering eastern shipping had been enacted in the thirteenth century cannot be stated until further investigation may indicate what portions of the fourteenth century Genoese shipping laws are of earlier origin. The spirit of Genoese polity in general left the individual freer to follow his own initiative than in Venice or in other Italian towns. The detailed character of the clauses in the contracts between ship-owners and merchants for the chartering of vessels for the eastern voyage, covering explicitly every phase of the equipment, lading, freight, dates of departure, et cetera, seem unnecessary were there governmental regulations, as minute as those in Venice for example, adequately enforced, unless indeed, the communal laws were so recently formulated or so easily evaded, that it was deemed wise to insert in the contracts clauses covering these matters. In the contracts for eastern voyages a clause is usually inserted that certain things must be done *secundum formam capituli Janue*; but it appears to apply chiefly to the lading of cargo and payment of freight in the eastern port for the return voyage. In two contracts it applies to the obligation to have the hatches closed (*portas clausas*) before departure,² and in another it might be construed as applicable to all questions of equipment, armament, inspection by the mate with a committee of merchants, disposition of cargo, freight payments, pilgrims et cetera.³ My impression is that until fairly late in the thirteenth century Genoese shipping to the East was regulated more by maritime custom, general and local than by statute or decree,

¹ For the trade and shipping between Genoa and the Black Sea, see Bratianu, *Recherches sur le Commerce Génouis*. In the appendix to this study I include two documents of interest on this subject.

² ASG, Not. B. de For., reg. II, fol. 208v-209r, 211v-212r.

³ ASG, Not. B. de For., reg. IV, fol. 148r.

except in the time of lading and payment of freight from the eastern ports to Genoa. In this respect it seems safe to conclude that the law in the eastern trade was similar to if not identical with the expressed practice for the return to Genoa from distant western ports: lading of the cargo in thirds at fixed intervals sufficiently antecedent to the proposed date of departure with proportionate payments of freight as the cargo was loaded. However doubtful one may be concerning the extent of the formal legislation governing shipping in this area of trade, the contracts are explicit enough to enable us to understand the actual practice.

For the autumn voyage to the East, the agreements usually provide that the ship-owners have everything ready for departure by mid-August, and that the merchants have their cargoes aboard two days before the date of probable departure. Possibly mid-August was set in order to ensure enjoyment of convoy by government galleys beyond Sicily, if such were regularly supplied, but that there was no obligation to sail with the convoy, or even to sail in the company of at least one other vessel as required by fourteenth century law, is indicated by the fact that the actual departure was made at the will of the merchants; in one case the vessel was obliged to call at Monaco or Antibes before going eastward;¹ and in another the owners must hold the ship in readiness for departure from September first to the middle of October at the command of the lessees.² Ships sailing eastward in the spring, usually soon after Easter, also departed at the will of the merchants. Almost invariably the cargo must be completely laden two days before the date on which departure is expected. The ship-owners were sometimes obligated not to take on board any merchant for whom the departure might be delayed beyond the date desired by the merchant lessees.³ When the lessees were certain of returning from the East on the chartered ship, a date was fixed in the contract when the owners must have her ready for sailing.

The cargo was loaded at the expense of the ship-owners and according to stipulations laid down by the lessees, within the limits

¹ ASG, Not. Pal. de S., reg. I, pt. I, fol. 178^r-178^v.

² ASG, Not. B. de For., reg. V, pt. II, fol. 185^r.

³ ASG, Not. B. de For., reg. II, fol. 209^r.

allowed by custom of course.¹ Usually the merchants forbade carriage of cargo on or between decks both coming and going, in accordance with common custom, but they were apparently still free to do as they chose in this matter since in one instance I find them allowing the ship-owners to carry two hundred bales eastward between the two decks,² but no cotton or wool must be placed between the mast-sockets (*inter foramina*), nor near the loading winch (*ad turnum*), nor *ad suppressam*(?), nor any merchandise whatever between decks on the return voyage.³ The space on and between decks must be kept free for the chests and personal effects of the merchants, for cooking, eating, sleeping, for the victuals and arms of the crew stored there. No references to possible overloading of the vessel, or to the marks on the hull to indicate the maximum load allowed as in the fourteenth century laws, are found in the contracts. Inspection by the committee of lessees would safeguard the merchants in this respect, and in all probability the ships were subject to governmental inspection by the *consules maris* in the thirteenth century before departure from Genoa, and possibly by consular officials in the eastern port before sailing on the return voyage. In the fourteenth century a special bureau, the *Officium Gazarie*, established for this purpose and for general supervision of shipping, took care of this.⁴ Both parties to the contract were bound to fulfillment of the terms under heavy penalties stated in the contract, amounting to as much as £1000 in the eastern ventures,⁵ with pro-

¹ Cf. Ashburner, *op. cit.*, p. clxxxviii. I have found a receipt for payment of freight and in addition for *integralm solucionem de omni eo quod dare tenebaris nauclerio et scribe dicte navis pro exonerandis rebus et mercibus in ipsa nave delatis secundum formam supradicti instrumenti dicte nauilizationis*. ASG, Not. Castellino, fol. 3^r. It would appear that the shipowners bore the cost of loading and unloading unless provided otherwise in the contract, or there may have been customary fees for the mate and scribe.

² ASG, Not. Pal. de S., reg. i, pt. i, fol. 178^v. The major cargo however was to be taken on at Monaco or Antibes and might hence avoid Genoese regulation.

³ ASG, Not. B. de For., reg. ii, fol. 211^v, 249^r; reg. iv, fol. 158^r.

⁴ *Hist. Patr. Mon.*, II (*Leges Municipales*), 299ff.

⁵ ASG, Not. B. de For., reg. iv, fol. 148^r, 158^v; Not. Pal. de S., reg. i, pt. i, fol. 178^v. In another contract the mutual security is £500, and two of the merchants pledge themselves for all the rest. ASG, Not. B. de For., reg. v, pt. II, fol. 185^v. In the complicated cruise of the 'Stella' to Spain, Ceuta, Bougia, and Tunis described above, the merchants make merely the usual pledge of *penam dupli* for breach of contract, whereas they held the patron to deposit £500 in the banks of Genoa; he promises *quod si non observabo et non movebo ut predictum est quod predicte libre quingente Janue deposite in bancis vestre sint et esse debeant de meo expresso consensu et voluntate*. ASG, Not. B. de For., reg. iv, fol. 164^r.

vision for reducing the freight rate by half, or for increasing it by half, in case of violation by the ship-owners or merchants respectively.¹

While in most respects the contracts between ship-owners and merchants for the eastern trade were drawn with finer attention to detail than any others found,—except the contract for such a long cruise as that of the ‘Stella,’ in African waters, analyzed above,—the clauses covering cargo and freight rates are less intricate since the voyage was ordinarily made directly from Genoa to an eastern port. This was not however always the case: the voyage to Syria might be made via Antibes or Monaco; or be broken by a stop at Tunis, as we have seen, but in case the ship went on to Syria, the customs governing the Syrian trade prevailed and all the provisions relating to Tunis were thereby superseded. A voyage to Constantinople also might be broken at one or more ports on the way, but here too the general stipulations governing cargo and freight appear to remain unaltered by that possibility since most of the merchants obviously had Constantinople or Caffa as their objective.²

The simplest agreements are those concerning an outward voyage to the East with no provision for the return to Genoa.³ In that case the merchant lessees stated the minimum and maximum number of bales they proposed to export; the total was specified for the merchants as a group, or the individuals of the group listed separately the number of bales, both minimum and maximum, which they expected to supply. On these bales they were required to pay the freight rate agreed upon by weight, not by bale. The rate varied from 8 *sol.* to 13 *sol.* per *cantararium* dependent apparently on the quality, equipment, and armament of the vessel, as well as upon more intangible factors of trade conditions, and upon the bargaining power of the parties concerned. For such a voyage there were no goods carried free except the personal effects of the merchants. Cargoes carried east under these conditions were designated as *ad cantararatam Janue*: i.e., they were weighed in Genoa by Genoese standard scales as loaded, and the freight was due in Genoese money

¹ This provision is practically universal. Cf. Ashburner, *op. cit.*, p. ccii.

² ASG, Not. B. de For., reg. III, fol. 158^v.

³ ASG, Not. B. de For., reg. III, fol. 158^v; reg. IV, fol. 160^v; reg. V, pt. II, fol. 185^r.

in Genoa before departure; payment might be deferred in whole or in part until a certain number of days (fifteen to thirty usually) after arrival in the eastern port; but since payment had been due in Genoa in Genoese money before departure it must be made in Syria in bezants of Syria at a rate of exchange approximately 30 per cent. above the normal. By deferring payment the merchant was able to meet the freight charges from the proceeds of his first sales in the port of destination, and for this privilege and for the use of the money in the meantime he was willing to pay the usual interest charges on loans to Syria; the disadvantage to the ship-owner, who had to finance his ship, was compensated for by the interest charge.

More numerous are the contracts governing voyages on which the merchants were either bound to return on the same ship,¹ or were allowed to postpone their decision until a definite time after arrival in Syria, usually four to fifteen days.² If the merchants then decided to return on the same ship the ship-owners were bound to accept their cargoes at the prescribed rate; the individual merchant was free to decide as he pleased; if he remained in the East but sent a cargo westward he could place a merchant on board for each unit of cargo loaded by him. When the merchants returned on the same vessel the stipulations governing cargo and freight were radically different. In that case the cargo was designated as *ad cantaratam Syrie* to distinguish it from cargo carried *ad cantaratam Janue*. Under this interesting arrangement the ship-owners waived freight charges on the greater part, if not on all of the cargo exported from Genoa in view of the heavy and profitable cargo to be fetched to Genoa from the East. Hemp, canvas, rope, metals, and woodenwares were usually excepted, as noted above, while often the ship-owner agreed to carry free of freight no more than fifteen or twenty bales per *miliarium* loaded in money or goods. In return the merchants agreed to supply a definite weight of cargo for the return voyage per *miliarium* carried eastward free. The amount of cargo so guaranteed was subject to bargaining between ship-owners and merchants, but was so closely fixed by custom that it varied only

¹ ASG, Not. B. de For., reg. II, fol. 107^v, 208^v, 211^v, 249^r; reg. IV, fol. 148^r.

² ASG, Not. Pal. de S., reg. I, fol. 178^r; not. B. de For., reg. IV, fol. 158^r.

within narrow limits: without exception it is given as 8 or 10 *cantaria* of Acre. Since the *cantararium* of Acre was 725 or 740 lbs in weight, the ship-owner was assured of a return paid cargo of approximately three to four tons for every *miliarium* carried eastward without freight. The freight was paid in bezants; in the eastern port fifteen days before departure. The rate charged *ad cantaratum Syrie* was invariably 10 or 11 bezants per *cantararium* of Acre whether the voyage took place between early spring and late fall, or commenced in the autumn for return the following spring. This is explicable since the number of months the ship was in commission was about the same in either case. It is to be noted that the possibility of bargaining under the conditions described was wider than would at first glance appear since the difference between the freight paid on 8 *cantaria* at 10 bezants and that paid on 10 *cantaria* at 11 bezants,—using the lower and upper limits allowed by custom, is 37½ per cent.

It is necessary next to note the complications arising when the merchant lessees on departing from Genoa were uncertain whether or not they would return with a cargo of eastern goods on the same vessel, having been allowed under the terms of the contract to make their decision after arrival in the East. In view of that uncertainty they were required by the ship-owners to load their cargoes in Genoa *ad cantaratum Janue*,—i.e., to pay freight on all money and wares exported without exception, at the rate per *cantararium* agreed upon for the eastern voyage, and to pay the total amount in Genoa. Upon deciding, after reaching Syria, to return in the same ship, they were allowed to load cargo under the other system mentioned above and known as *ad cantaratum Syrie*; i.e., their eastward bound cargo would be carried free of freight on condition that they supplied the requisite cargo in Syria (8 to 10 *cantaria* of Acre per *miliarium* laden in Genoa) to be fetched to Genoa at the rate fixed by the contract; but since they had already paid freight on the eastward bound cargo, *ad cantaratum Janue*, the entire amount so paid in Genoa was deducted from the amount due in Syria before departure *ad cantaratum Syrie*.¹ In other words having at last chosen to make

¹ As illustrations of this interesting arrangement I quote: *Actum est inter nos mercatores et vos participes quod si nos mercatores seu voces nostrum mercatorum qui duas partes habuerimus de cantarata. eligerimus seu eligerint de partibus ultramaris Januam reddire teneamini et debetis*

the round trip in the ship, they were bound to pay freight only on the westward bound cargo; hence all freight paid in Genoa was considered as an advance upon the amount subsequently due in Syria. Under these circumstances the ship-owners were under the necessity of stating in the contract the rate of exchange to be applied in crediting Genoese pounds or *solidi* paid in Genoa in advance against bezants due in Syria. The rates of exchange were subject to bargaining and conformed approximately to the ordinary interest rates on sea loans for the Syrian voyage. The interest rate varies, it is interesting to observe, from 25 per cent. to 50 per cent. in direct proportion to the size of the ship. If, on the other hand, the merchant lessees after having agreed to pay the freight *ad cantaratum Syrie*, later decided not to return to Genoa with their cargoes on the vessel, they became bound to have paid the freight in Genoa *ad cantaratum Janue*; not having done so they must pay in Syria in bezants at the rate agreed upon in the contract. The rate of exchange applicable in this case is invariably identical with the rate agreed upon in each instance for reckoning the credit for freight considered as paid in advance in Genoa. The variation in the exchange rates including interest is significant: the larger the vessel, the greater was the return cargo from which the ship-owners' profit was derived. In case the merchants chose not to return on the vessel from Syria, the exchange rate was adjusted in accordance with the size of the vessel to cover the ship-owners' risk in this respect. It was perhaps impossible for the ship-owners to raise the freight rate sufficiently to cover the possible risk of loss, because of the control of freight rates either by custom or by communal regulation; the exchange

vos participes deferre in dicta nave de ultramari Januam illos videlicet qui eligerint Januam redire et quod vobis participibus teneantur solummodo de cantarata cantariorum Acconis factam ad navem pro bisancis decem sarr. syrie ut supra dictum. in quo naulo computetur totum id quod habitum et receptum fuerit in Janua de cantarata Janue ad rationem solidorum decem Janue qui computentur ad rationem bisanciorum duorum et kar. quatuordecim per quamlibet libram solutam in Janua de dicto naulo. ASG, Not. B. de For., reg. iv, fol. 158^r-158^v. Again: *Si autem eligeritis et concordes fueritis de cantarata acconis pro dicta nave promittimus vobis mercatoribus pro vobis et aliis supradictis id totum quod nobis solvissetis in Janua pro naulo de ballis et mercibus vestris excusare in solutione nauli quam nobis facere deberetis de rebus et mercibus vestris ad rationem bisanciorum trium sarr. Syrie pro qualibet libra soluta in Janua pro dicto naulo.* ASG, Not. Pal. de S., reg. i, pt. i, fol. 178^r-178^v.

rate, however, was always adjustable within certain limits, and may have been of great importance because of the natural tendency of the merchants to defer payments due in Genoa until after sale of a portion of their cargoes in the eastern port. They could no doubt afford to pay 25 to 50 per cent. interest on such deferred payments by investing the amount due for freight in goods to be sold at a profit higher than these interest rates.

An interesting variation of the general practice in the Syrian trade described above is found in one contract wherein a group of twenty-five merchants, including representatives of some of the most powerful families in Genoa, in the year 1253 leased the great ship 'Regina' for the autumn voyage to Syria, returning the following spring.¹ Since they were making the round trip on the vessel one would expect them to agree to load cargo and to pay freight *ad cantaratum Syrie*. Instead they agreed to pay freight on one half of all cargo laden in Genoa at 11 *sol.* per *cantarum* of Genoa; on half of all cargo laden in Syria (and they were bound to load 8 *cantaria* of Acre per *miliarium* laden in Genoa), they must pay 11 bezants per *cantarum* of Acre. The net result, assuming a minimum cargo per merchant of 8 *cantaria* of Acre or its equivalent in *cantaria* of Genoa (38.6 *cantaria*), would be the payment of £10.63 in Genoa, and 44 bezants in Syria, a total of 65.26 bezants (£32.63) as against a payment of 88 bezants (£44) if the cargo were figured *ad cantaratum Syrie*; the difference, 22.74 bezants (£11.37), represents the premium allowed the merchants for advance payment, amounting to 25.8 per cent. The merchants had still another option: any merchant who so desired was allowed to agree to pay the larger of the two portions of the total freight in Genoa, and the smaller in Syria, notification of his choice being given to the ship-owners by August 8, the date fixed for the initial payment; in return for the additional advantage so gained the ship-owners allowed the merchant in that case to promise to make payment to the credit of the ship-owners in the banks of Genoa *sine aliquo termino*, i.e. when he pleased, at no fixed date. The ship-owners thereby won extension

¹ ASG, Not. B. de For., reg. iv, fol. 148^r. It should be said that the mathematical computation made above cannot be perfectly accurate since there is no means of making allowance for the adjustment of weight to bulk, as explained above, p. 48, note 1.

of credit in the Genoese banks; the merchant obligated himself to pay a larger sum than usual but at his own time, perhaps with interest or penalties not disclosed but conceivably fixed by custom or law. In fact it is precisely here, in the need of the ship-owners for credit that we find the key to the entire agreement: in another clause of the contract the ship-owners promised to take care that all merchants, other than the lessees, who boarded the ship for the passage to Syria should obligate themselves to a third party named in the contract for the payment to that individual of the freight on their cargoes 'on account of the debt of 2750 bezants *Sarracenes* which we (the ship-owners) owe him and for which you the aforesaid merchants have been obligated' to the said third party. The next entry in the notary's register is the record of a sea loan taken by the ship-owners from the individual named in the contract, amounting to £1000 Genoese;¹ this sum they acknowledge they have expended in equipping the 'Regina' with apparatus and mariners for the Syrian voyage. They promise to pay in Syria, contingent upon the safe arrival there of the ship in accordance with the customary phraseology of the sea loan, 2750 bezants, a sum representing capital and interest at 37.5 per cent. The date set for payment of the loan is two months after the arrival of the ship in Acre, the same date exactly on which the merchant lessees have agreed in their contract to pay the sum owed for freight on their return cargoes. The merchant lessees guarantee this loan, each one in proportion to the freight owed by him for cargo carried from Genoa eastward and from Syria westward, up to the full amount due, 2750 bezants. The result for the ship-owners was the financing of the entire voyage on credit supplied by the merchants who were nearly all men of high position in the Genoese financial world. Furthermore the contract provided that the merchants need not pay any of the freight due in Genoa, but instead might pay in Syria in one month after arrival there in bezants, with interest at 37.5 per cent. covered by the rate of exchange. For the merchants therefore the result might be much the same as for the ship-owners,—the use of credit with the banks and with the negotiator of the loan until the disposal of a part of

¹ *Ibid.*, fol. 148^v

the cargo exported from Genoa. This particular episode throws considerable light on the complicated nature of the financing of an important venture across the seas.

These contracts for voyages to Syria usually contain a clause which enables us to obtain a glimpse of the manner in which a full cargo was secured in the foreign port. The merchants often stipulated that they be permitted to place on board one merchant for every 8 or 10 *cantaria* of Syria laden by them individually. From this one infers that the lessees, after the assembly of their own cargoes, entered into agreements with other merchants for the carriage of them and their merchandise to Genoa at rates higher than those paid by the lessees themselves. In some instances, on the other hand, the lessees were bound by their contract to load only their own wares in the foreign port;¹ in such contracts the former clause is therefore omitted, and the ship-owners would naturally be allowed to sell space to outsiders provided the rates offered were not lower than those agreed upon with the lessees. The ship-owners were in any case bound to accept the entire cargo of the lessees who in all respects were given preference over other merchants who might be taken on board on such terms as they could make with either lessees or ship-owners as the case might be.

¹ ASG, Not. Pal. de S., reg. I, pt. I, fol. 178^r-178^v.