CHAPTER 10

# Transfer of Credit, Mercantile Mobility, and Language among Jewish Merchants in Seventeenth and Eighteenth Century Central and East Central Europe

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Jewish merchants – Sephardim and Ashkenazim –were closely integrated into the commercial world of seventeenth- and eighteenth-century Europe and beyond. Even though studies of Jewish commercial networks in early modern Europe have shown that Jews indeed operated in more (Ashkenazim) or less (Sephardim) close-knit networks,[1] they were an integral part of the general world of early modern commerce and used the same financial instruments as their non-Jewish counterparts. Among those financial instruments, bills of exchange belonged to the most important means of facilitating early modern trade across geographic, political and cultural boundaries.

This article demonstrates how closely Jewish merchants were integrated into the financial system of eighteenth-century central and east central Europe; through their usage of bills of exchange. This article traces the usage and the related internal Jewish regulations regarding bills of exchange, including the very similar financial instrument of the *membrana* in Polish or *mamran* in Hebrew, which had developed in late medieval and early modern east central Europe. I seek to answer the question of how Jewish merchants used this financial instrument as a particularly mobile group and how Jews integrated it into their own legal and social framework. Moreover, I would like to argue that different commercial frameworks – commerce among Jewish merchants, between Jews and non-Jews and between eastern and western Europe – intersected on multiple levels, with special regard to law and language. Following some general considerations regarding the development of bills of exchange and the

1 See for example: Jessica V. Roitman, *The Same but Different? Inter-Cultural Trade and the Sephardim 1595–1640* (Leiden: Brill, 2011); Francesca Trivellato, *The Familiarity of Strangers: The Sephardic Diaspora, Livorno, and Cross-Cultural Trade in the Early Modern Period* (New Haven, CT: Yale University Press, 2009); Cornelia Aust, "Between Amsterdam and Warsaw. Commercial Networks of the Ashkenazic Mercantile Elite in Central Europe," *Jewish History* 27:1 (2013), 41–71.

Jewish legal discussion about them, the article turns to the regulations put down in Jewish communities in central and east central Europe. It discusses the Jewish usage of this financial instrument as well as more generally the usage of non-Jewish commercial institutions, like courts, by Jewish merchants. Eventually, it turns to the question of language and examines how and when Jewish merchants used Hebrew or Yiddish in their business.

## 1 Forms of Debt Bills

Bills of exchange had existed since the Middle Ages, they sometimes had developed out of notarized exchange contracts especially in Italian cities and in southern France. They were used to transfer funds across short or long distances. By the end of the thirteenth century, they could already be circulated without a notary's seal.[2] Those classic bills of exchange always involved four individuals, two merchants in one place and two agents in another location. They were able to safely transfer payments without shipping coins and to provide short-term credit. The merchant, "who wished to transfer funds abroad to one of his agents […] would lend money to another principle in his city and receive a bill of exchange in a foreign currency in return." This bill would be addressed to an agent of the latter merchant in the foreign city and advise him to pay a specific sum to the person to whom the first merchant wished to transfer funds.[3] With the introduction and eventually general acceptance of the endorsement, bills of exchange became more suitable for long-distance trade and the provision of credit in the early modern period. Now, one merchant could issue a bill of exchange to the payee and name the payer, usually in a different place. Instead of having to redeem the bill of exchange via a specific agent at the second place, the payee could transfer the bill of exchange to another merchant and, thus, endorse it. This new instrument of the endorsement replaced the need for the second agent.

Endorsing the back of a bill of exchange allowed for its transfer from one merchant to the next before the bill was due. After considerable resistance, the endorsement was slowly accepted in central Europe from the mid-seventeenth century onward. Leipzig allowed its usage in 1682; Danzig (Gdańsk), one of the most important commercial cities on the Baltic Sea, ratified its practice only in

2 Raymond de Roover, L'evolution de la lettre de change XIV$^{e}$–XVIII$^{e}$ siècles (Paris: Librairie Armand Colin, 1953), 25–40.

3 Francesca Trivellato, "Credit, Honor, and the Early Modern French Legend of the Jewish Invention of Bills of Exchange," *Journal of Modern History* 84 (2012), 289–334, here 294.

1701, even if tacitly merchants in central Europe had already been using it for many decades. The endorsement allowed a bill of exchange to circulate beyond its initial signatories, providing greater flexibility in commerce and the provision of credit. As there were no international courts that could enforce debts against foreign agents, bills of exchange proved the most effective means of transferring funds or loans abroad. Moreover, the flow of bills of exchange contributed to the establishment of international currency exchange rates, as they determined the demand for national or territorial currencies.[4]

From the mid-seventeenth century onward, the endorsement came into usage in central and east central Europe, thus later than in western Europe. There it emerged in the late fourteenth century, but was common in the early seventeenth century. Similarly, specific exchange regulations and the quotation of exchange rates were introduced in central and east central Europe likewise about a century later than in western Europe. Depending on the geographic location, codifying regulations regarding exchange law became an urgent necessity. Often these regulations had already been part of city or fair regulations. By the seventeenth century, however, commercial centers in central Europe had begun to introduce particular municipal exchange regulations. As in the case of the endorsement, there was a clear time lag between cities in the west and cities further east. Thus, Frankfurt am Main introduced an exchange regulation in 1578, Hamburg in 1601, and Nuremberg in 1621, whereas cities further east followed more than half a century later: Riga in 1671, Breslau in 1672, and Leipzig in 1682. Only in the eighteenth century were exchange regulations introduced into general state laws: in Prussia, this happened in 1724 and in Russia in 1729.[5] Other innovations in commercial law followed.

The joint liability rule, another financial instrument that was fully developed by the eighteenth century, was of even greater importance. With long

4 Jürgen Schneider, "Messen, Banken und Börsen (15.-18. Jahrhundert)," *Banchi pubblici, banchi privati e monti di pietà nell'Europa preindustriale* 31:1 (1990), 135–169, esp. 150–151; Isabel Schnabel and Hyun Song Shin, "Liquidity and Contagion: The Crisis of 1763," *Journal of the European Economic Association* 2:6 (2004), 929–968, here 934. Still the most concise history of bills of exchange: de Roover, *L'evolution de la lettre de change*, 82–84, 119–122, 140. See also: Kurt von Pannwitz, *Die Entstehung der Allgemeinen Deutschen Wechselordnung. Ein Beitrag zur Geschichte der Vereinheitlichung des deutschen Zivilrechts im 19. Jahrhundert* (Frankfurt am Main: Peter Lang, 1999), 31–32, 263–275. For Leipzig: Robert Beachy, *The Soul of Commerce: Credit, Property, and Politics in Leipzig, 1750–1840* (Leiden/ Boston: Brill, 2005), 36.

5 Schneider, "Messen, Banken und Börsen," 146, 168. See also Carl Günther Ludovici, *Grundriß eines vollständigen Kaufmanns-Systems, nebst den Anfangsgründen der Handlungswissenschaft, und angehängter kurzen Geschichte der Handlung zu Wasser und zu Lande. Zweyte vermehrte und verbesserte Auflage* (Leipzig: Bernhard Christoph Breitkopf und Sohn, 1768), column 1790.

chains of transmission and long distances between the issuer and the payer of a bill, the former had to be sure that the latter would honor his bills of exchange. The joint liability rule added an additional incentive to discipline the payer. It ensured that in a case of default, all endorsers as well as the issuer and payer "could be held liable for the full amount of the bill."[6] Once a payer refused to honor a bill of exchange and a notary's office recorded a protest, the holder of the bill of exchange could demand payment from any endorser or from the issuer by drawing a re-exchange bill or by suing. Whoever received a demand of payment could turn to another endorser with the same claim. Moreover, when a protest was issued, copies of it had to be distributed to all endorsers and to the issuer, thereby endangering the reputation of a defaulted payer. Veronica Aoki Santarosa has shown that the joint liability rule "put in place a formal mechanism that linked otherwise distinct personal networks" in eighteenth-century France.[7]

Bills of exchange, called *lettre de change* in French, *Wechsel* or *Wechselbrief* in German, and *wissel* or *wisselbrief* in Dutch spread across Europe (and beyond) over time and by the eighteenth century were the most important means of payment and of raising credit in long-distance trade. Nevertheless, the institutional conditions to facilitate commerce varied greatly throughout Europe, between commercial cities in the Mediterranean or Amsterdam and London in the west, central European cities in the Holy Roman Empire, and commercial centers in east central and eastern Europe.[8] Looking eastwards, the limitations of formal commercial and legal institutions within Europe remained enormous. Until the mid-eighteenth century, for example, bills of exchange issued in St. Petersburg could only be drawn in Amsterdam. Institutionally, Amsterdam housed more than one hundred notarial offices by the mid-eighteenth century, which among other things registered protests of bills of exchange. In comparison, the first eight notarial offices in Warsaw opened only in 1808 after Napoleon had established the Duchy of Warsaw. The rulers of the Polish-Lithuanian Commonwealth had not introduced any specific exchange

6 Veronica Aoki Santarosa, "Financing Long-Distance Trade: The Joint Liability Rule and Bills of Exchange in Eighteenth-Century France," *The Journal of Economic History* 75:3 (2015), 690–719, 693. On the introduction of the joint liability rule, see Herman van der Wee, "Monetary, Credit, and Banking Systems," in M.M. Postan and H.J. Habakkuk (eds.), *The Cambridge Economic History of Europe* (Cambridge: Cambridge University Press, 1977), 291–392, esp. 325–327. See also Schnabel and Shin, "Liquidity and Contagion," 338–339.

7 Santarosa, "Financing Long-Distance Trade," 716.

8 On the importance of institutions and the distinction between informal and formal institutions, see Douglass Cecil North, *Institutions, Institutional Change and Economic Performance* (Cambridge: Cambridge University Press, 1990), 4, 46–47.

regulations in the country or in its larger commercial cities. This lag in trade regulations is probably the key reason why most payments by east European (Jewish) merchants in Frankfurt an der Oder or Leipzig were made in cash. Bills of exchange issued in eastern Europe usually were directly drawn on west European banking houses in Amsterdam or Hamburg, and in a few cases, in Breslau.[9] A lack of suitable legal institutions prevented the enforcement of payments of bills of exchange in eighteenth-century eastern Europe. It was paired with a deep mistrust that many merchants had of Polish legal institutions in the second half of the eighteenth century.[10]

Nevertheless, parallel to the bill of exchange a similar financial instrument had developed out of traditional bearer notes in east central Europe during the late Middle Ages. Already in fourteenth-century Poland, the term *membrane*– derived from the Latin word for parchment– was used to denote some document associated with blank writing or a general bill of indebtedness.[11] From there, a specific debt bill developed, which Jews and non-Jews alike employed to raise credit and facilitate commerce; this new financial instrument, which was often issued in Latin or Polish but sometimes also in Hebrew "displayed distinct commercial and legal advances over [medieval] bearer notes."[12] Compared to a promissory note (*shetar ḥov* in Hebrew) it provided the same security, but was much easier to transfer. The document could be circulated by leaving the name of the creditor on the back of the bill blank and could also be discounted for fast cash. Though somewhat comparable to an endorsement, the much less developed framework of legal institutions and the lack of a legal

9 Markus A. Denzel (ed.), *Geld- und Wechselkurse der deutschen Messeplätze Leipzig und Braunschweig (18. Jahrhundert bis 1823)* (Stuttgart: Steiner, 1994), 5, 13–16; Markus A. Denzel, "Zahlungsverkehr auf den Leipziger Messen vom 17. bis zum 19. Jahrhundert," in Hartmut Zwahr, Thomas Topfstedt, and Günter Bentele (eds.), *Leipzigs Messen 1497–1997. Gestaltwandel – Umbrüche – Neubeginn. Teilband 1: 1497–1914* (Cologne: Böhlau Verlag, 1999), 149–165, esp. 152, 156–162.

10 Cornelia Aust, *The Jewish Economic Elite. Making Modern Europe* (Bloomington: Indiana University Press, 2018), 9–10.

11 Józef von Lekszycki, *Die ältesten großpolnischen Grodbücher, vol. 1: Posen 1386–1399* (Osnabrück: Zeller 1965 [reprint of Leipzig 1887]), 263. See also: "Membrana," in *Słownik Staropolski vol. 4*, (Krakow: Polska Akademia Nauk, 1963–1965), 181.

12 Edward Fram, *Ideals Face Reality: Jewish Law and Life in Poland, 1550–1655* (Cincinnati: Hebrew Union College Press, 1997), 132. For the classic article on the *mamran* see: Philipp Bloch, "Der Mamran (ממרן), der jüdisch-polnische Wechselbrief," in A. Freimann and M. Hildesheimer (eds.), *Festschrift zum siebzigsten Geburtstage A. Berliner's* (Frankfurt am Main: J. Kauffmann, 1903), 50–63.

instrument comparable to the joint liability rule confined the geographic reach of the *membrana*, which ceased to exist by the early nineteenth century.[13]

Called *mamran* (pl.: *mamranoth*) in Hebrew, it assumed the following form, which Rabbi Mordecai Jaffe described during the late sixteenth century as follows:

> The debtor signs on one side of the paper and on the reverse side directly opposite the signature he writes, in the presence of the debtor, the sum of money and the due date. The side with the signature is left blank to permit the creditor to insert the Trust Clause (preventing the debtor from challenging the validity of the document) and the type of currency to be used as well as other details which benefit the creditor. The terms are incontestable on the theory that if the debtor trusted the creditor with the blank paper the court will not question what is thereafter written. There is one exception, however, that is where on the reverse side one sum of indebtedness is stated and then an additional sum is added after the date of repayment. This is presumptively added by the creditor without the debtor's knowledge.[14]

From the descriptions, we have from the sixteenth century, as well as later; we can see that the *mamran* must have been clearly distinguishable from a bill of exchange. On the latter we find the debtor, the payee and the payer as well as all other relevant information such as due date, place of issue, and the outstanding debt on the front of the bill of exchange, while the back was reserved for the endorsement (from Italian *in dorso*, "on the back") once it had been introduced.[15] It seems that the *mamran* could be circulated by leaving the name of the creditor on the back of the bill blank, but without an endorsement, it could not be circulated as widely as bills of exchange. Before coming back to the usage of bills of exchange and *mamranoth* by Jewish merchants in eighteenth-century central and east central Europe, I will briefly discuss the usage of this financial instrument and the related halakhic discussions in early modern Europe.

13 Bloch, "Der Mamran," 61–62.

14 Quoted from: Abraham M. Fuss, "The Eastern European Shetar Mamran Re-examined," in *Dine Israel* 4 (1973), 51–67, esp. 55–56.

15 Bloch provides copies of three *mamranoth* from the second half of the eighteenth century from Posen (Poznań) which show that the debtor's name appears on one side of the *mamran*, all other information but not the name of the creditor on the opposite side. Bloch, "Der Mamran," 62–63.

## 2 Credit, Debt, and Charging Interest

As merchants, moneylenders, and pawnbrokers, though these were only some of the economic fields Jews were active in,[16] Jews from the Middle Ages onward were regularly confronted with questions of charging interest or of debtor creditor relationships. Though they were active in commerce and finance, they did not invent bills of exchange as – in particular French – early modern authors of commercial handbooks (*ars mercatoria*) have claimed.[17] Jews' economic activities, however, spurred continuous halakhic discussions surrounding the permissibility of debt bills and the ways in which debtors could and should satisfy their creditors. Since Jewish business was not endogamous, the rabbinical authorities of the Middle Ages were already having to deal with those questions and recognized "that commercial relationships between Jew and Gentile would have to be pragmatically treated."[18]

During the Late Middle Ages, when at least in some European regions Jews moved increasingly into pawnbroking, the transference of debts via pledges was one of the main issues of halakhic debate. With the development of bills of exchange, this financial instrument and its transferability became a major issue of debate for early modern rabbinical authorities. "The easy transfer of such bearer notes, that is, promissory notes payable to the bearer rather than an individual specifically named on the note" spread in the Netherlands in the second half of the sixteenth century, and first in France and then in the German speaking lands in the seventeenth century. In Poland, bearer notes were in use since the fourteenth century, but their owners still needed proof of having purchased the note or possessing a power of attorney.[19]

16 For a thorough revision of assumptions about Jewish economic activities in the Middle Ages see: Michael Toch, *The Economic History of European Jews: Late Antiquity and Early Middle Ages* (Leiden/ Boston: Brill, 2013).

17 Trivellato, "Credit, Honor, and the Early Modern French Legend of the Jewish Invention of Bills of Exchange," 293. The legend evolved by the mid-seventeenth century in a compilation of commercial laws annotated by the Bordeaux lawyer Étienne Cleirac and claimed that Jews, when expelled from France in the Middle Ages, invented bills of exchange and insurance policies to salvage their goods. The legend was canonized in Jacques Savary's *Le parfait négociant*, though for example German authors of *ars mercatoria* often doubted or right away rejected the legend. See for example: Paul Jacob Marperger, *Beschreibung der Banqven* (Halle/ Leipzig: Felix du Serre, 1717), 4; Ludovici, *Grundriß eines vollständigen Kaufmanns-Systems*, 384.

18 Haym Soloveitchik, "Pawnbroking: A Study in Ribbit and of the Halakhah in Exile," *Proceedings of the American Academy for Jewish Research 38/39* (1970–1971), 203–268, esp. 215.

19 Fram, *Ideals Face Reality*, 131.

No matter which instrument of credit Jews used, theoretically, the usage of debt bills was problematic on many accounts including the prohibition of charging interest to other Jews. However, in western Europe rabbinic authorities had somewhat relaxed their ban on lending interest between Jews by the seventeenth century as Jewish merchants frequently used bills of exchange when trading with each other. A Venetian rabbi, Simone Luzzatto, best known for his 1638 "Discourse on the Jews of Venice," a defense of Jewish commerce and the importance of trade in general, fully approved the handling of bills of exchange in all of their forms.[20] Similarly, in the Polish-Lithuanian Commonwealth the *membrana* or *mamran* was used so widely, that the rabbinic establishment did not possess much power against it. Though eastern European rabbis were less inclined to relax the ban, they developed a legally acceptable way to circumvent the prohibition.[21]

The rabbis' concern was, however, less with the provision of credit than with the rule that borrower, lender, and transferee had to be present for transferring debts or that they had to use a power of attorney, conditions not fulfilled when handling *mamranoth* or bills of exchange. Moreover, the possibility of leaving the second side of a *mamran* blank and filling in the payable amount later in order to add additional costs was halakhicly problematic.[22] Rabbinic authorities in eastern Europe thus were unsure whether to treat the *mamran* as an "ordinary bill of indebtedness" or as a "totally new type of bill of indebtedness requiring different rules."[23] Eventually, however, it seems that Jews used those bills of indebtedness without any doubt of their permissibility. Rabbis were not asked for Responsa (religious rulings) concerning the acceptability of *mamranoth*, but rather specific questions concerning their use were put to them. Although they were eager to determine whether a *mamran* actually constituted a halakhicly valid document, this had only limited relevance for day-to-day business dealings.[24] Although Jews were bound by Jewish law in all

20 Benjamin Arbel, "Jews, the Rise of Capitalism and Cambio: Commercial Credit and Maritime Insurance in the Early Modern Mediterranean World [Hebrew]," *Zion* 69:2 (2004), 157–202, here 190–191. On the *Discourse* see: Jonathan Karp, *The Politics of Jewish Commerce: Economic Thought and Emancipation in Europe, 1638 -1848* (Cambridge/ New York: Cambridge University Press, 2008), 21–27.

21 Fram, *Ideals Face Reality*, 133–134; Trivellato, "Credit, Honor, and the Early Modern French Legend of the Jewish Invention of Bills of Exchange," 301.

22 Fram, *Ideals Face Reality*, 133–134, 137.

23 Fuss, "The Eastern European Shetar Mamran Re-Examined," 61.

24 For details on the halakhic discussions, see: Fram, *Ideals Face Reality*, 135–137.

areas of life, they "at times neglected a strict observance of commercial law" during the seventeenth and eighteenth centuries.[25]

Not only were both financial instruments, the bill of exchange and the *membrana*/*mamran* common and widely established by the late sixteenth and early seventeenth centuries, rabbis also began to lose part of their authority to the lay leadership of the Jewish community, which mostly consisted of members of a small strata of wealthy and successful merchants. This development was based in the emergence and growth of relatively powerful Jewish communal organizations across Europe, though they proved to be stronger and much more complex in the Polish-Lithuanian Commonwealth than in the German speaking lands.[26] Rabbis were sometimes bound to the communal leadership by contract and often acted in agreement with the communal leadership. Over time, it seems that communal ordinances (*takkanot*) – here especially concerning questions of trade and finance – gained increasing weight and established rules in addition to the legal decisions of rabbis.

## 3 Communal Regulations (*takkanot*) Concerning Bills of Exchange

With the strengthening of communal authority in early modern Jewish communities, their written regulations, *takkanot* (sg. *takkanah*) in Hebrew, assumed increasing importance in communal life. Though rabbis had some say in early communal *takkanot*, most of them were laid down by the communal lay leadership, mostly consisting of wealthy merchants and, increasingly in Poland-Lithuania, wealthy leaseholders.[27] Individual *takkanot* already existed in medieval Ashkenaz, especially those of the three Rhinish communities Speyer, Worms and Mainz, but they became much more common in early modern Europe. Moreover, rabbis drew up the aforementioned medieval *takkanot Shum* in the Rhineland and, thus, they were halakhicly binding. Many early modern regulations were penned by communal lay leaders and did not have the same religiously binding status. Moreover, they generally were

25 Edward Fram, "Jewish Law from the Shulḥan Arukh to the Enlightenment," in N.S. Hecht, B.S. Jackson et al. (eds.), *An Introduction to the History and Sources of Jewish Law* (Oxford: Oxford University Press, 1996), 359–377, esp. 360.

26 On communal cohesion as a crucial marker of early modern Jewish history, see: David B. Ruderman, *Early Modern Jewry. A New Cultural History* (Princeton, Oxford: Princeton University Press, 2010), 57–98.

27 On the relationship between communities and wealthy merchants and leaseholders, see: Gershon David Hundert, *Jews in Poland-Lithuania in the Eighteenth Century: A Genealogy of Modernity* (Berkeley: University of California Press, 2004), 79–87.

not binding for non-residents of the communities, where they were stipulated. Nevertheless, these *takkanot* constituted the legal framework, in addition to laws laid down by Christian rulers concerning Jews, on which early modern Jewish communities functioned.[28] Those communal regulations usually covered a wide range of issues, from synagogue attendance and conduct over questions of daily life, sometimes including sumptuary laws, to issues of communal taxation, economic activities in general and commerce and finance in particular. Sometimes bound separately, most often, those *takkanot* were inscribed into the record books (*pinkas*, pl. *pinkasim*) of the Jewish communities or the communities even kept specific *pinkasim* that only contained *takkanot*.[29]

These regulations, thus, are one of the important sources for tracing the usage of financial instruments or at least the way the communal leadership pictured their usage. One of the earliest early modern *takkanot* from the area of central and east central Europe – those from the Jewish community of Krakow – still maintain relative silence on the issue. This silence seems surprising as bearer notes handed on by the creditor were already in use as early as the fourteenth century and Jews in Krakow were generally very active in commerce, including various credit transactions with non-Jewish clients.[30]

Nevertheless, the community's extensive ordinances of 1595, containing over 100 paragraphs, mention *mamranoth* only in passing. One short paragraph states that *mamranoth* come with the same stringencies as any kind of contract as if the bearer of the document receives the power of attorney from the borrower.[31] Thus, we see a reflection of the early halakhic concerns over *mamranoth*, which violated the requirement "that debts be transferred in the presence of the borrower, the lender, and the transferee […], or through a power of attorney."[32] The regulation, however, leaves no doubt that *mamranoth* were widely used.

Only a few years later, at the beginning of the seventeenth century, regulations became more detailed: in 1607 the Council of the Four Lands (Hebrew: *va'ad arba' aratsot*) laid down a long list of so-called laws of usury. They are an

28 On *pinkasim* and *takkanot* see: Stefan Litt (ed.), *Jüdische Gemeindestatuten aus dem aschkenasischen Kulturraum 1650–1850* (Göttingen: Vandenhoeck & Ruprecht, 2014), 7–19; Fram, "Jewish Law from the Shulḥan Arukh to the Enlightenment," 365–366.

29 Litt, *Jüdische Gemeindestatuten*, 20.

30 Jürgen Heyde, *Transkulturelle Kommunikation und Verflechtung: Die jüdischen Wirtschaftseliten in Polen vom 14. bis zum 16. Jahrhundert* (Wiesbaden: Harrassowitz, 2014), 104–105.

31 Majer Bałaban, "Die Krakauer Judengemeinde-Ordnung von 1595 und ihre Nachträge," *Jahrbuch der Jüdisch-Literarischen Gesellschaft* 10, 11 (1912, 1916), 296–360, 88–114, here 335.

32 Fram, *Ideals Face Reality*, 134.

example of close cooperation between lay and rabbinic leadership, the rabbis penned them and the lay leadership endorsed them. The council was established in the second half of the sixteenth century, originally as an instrument of taxation and was made up mostly of lay officials. Though rabbis sometimes participated in the council's meetings or met on the occasion of fairs in Lublin or Jaroslav, the Council of the Four Lands was not a rabbinic council. It represented the four lands Great Poland, Little Poland, Ruthenia and Volhynia and intervened in a wide range of matters, including educational policies, banning heretics, rules for Shabbat and other holidays, and last but not least a whole variety of economic matters.[33]

The laws of usury, laid down in the *takkanot*, also sanctioned the handling of *mamranoth* and promissory notes (Hebrew: *shetar ḥov*). Unlike the Krakow *takkanot*, Rabbi Joshua Falk (1555–1607), who attended the council meeting, actually wrote down these regulations and the council and its lay leaders approved them. These 1607 *takkanot* were among other things an attempt to develop "a legally acceptable method of charging interest on loans between two Jewish parties."[34] This went along with Rabbi Falk's general efforts to address new issues in the field of commercial law in his earlier commentary *Sefer Me'irat Eynayim* on Josef Caro's *Shulḥan Arukh*. Though *mamranoth* were widely used by the seventeenth century, the *takkanot* display some wariness. After a long list of conditions for a loan or investment, the regulations insist that in the case of a *mamran* all these conditions laid down for a loan or investment had to be written explicitly on the back of the document. This information included equal share of profits and losses, that the debtor was to be paid for his effort, and that his oath was deemed reliable.[35] These regulations seem to remind the bearer of the bill of the binding legal force the document held.

In 1624, the council added another important point that we find repeatedly in communal ordinances. This paragraph concerned the general legal competence of young Jewish men, an issue that usually was also part of general exchange regulations in central Europe.[36] According to the Council of the Four

33 On the council see: Adam Teller, "Rabbis without a Function? The Polish Rabbinate and the Council of Four Lands in the 16th–18th Centuries," in Jack Wertheimer (ed.), *Jewish Religious Leadership: Image and Reality*, vol. 1 (New York: The Jewish Theological Seminary Press, 2004), 354–384.

34 Fram, "Jewish Law from the Shulḥan Arukh to the Enlightenment," 366.

35 Shmuel A. Arthur Cygielman, *Jewish Autonomy in Poland and Lithuania until 1648* (*5408*) (Jerusalem: Shazar Center, 1997), 279–291. For the Hebrew text see: Israel Halperin and Israel Bartal (eds.), *The Records of the Council of the Four Lands* (Jerusalem: The Bialik Institute, 1990).

36 Anja Amend-Traut, *Wechselverbindlichkeiten vor dem Reichskammergericht. Praktiziertes Zivilrecht in der Frühen Neuzeit* (Cologne: Böhlau Verlag, 2009), 248–250.

Lands, any *mamran* signed by a man married for less than two years was void. To the same end, the *takkanah* notes that "should a person lend money to a person aged less than 25 years, or to a person married less than two years […] the loan is null and void."[37] The Lithuanian Council (Hebrew: *va'ad medinat lite*), a parallel institution to the Council of the Four Lands representing the Jewish communities of the Lithuanian part of the Commonwealth, seems to have been somewhat more lenient. The regulations of the council state that a *mamran* written by a young unmarried man was invalid if written without the knowledge of his father, his relatives, or the president of the local rabbinical court, but apparently could be legal under the set conditions.[38]

In German speaking lands, *takkanot* of Jewish communities put down similar regulations. In the three communities of Altona, Hamburg, and Wandsbek, the communal *takkanot* cover the years from 1685 to 1780. It is not surprising that the communal elders regularly penned regulations concerning bills of exchange or immovable promissory notes as Hamburg constituted one of the most important financial hubs between Amsterdam as provider of credit for central Europe and Prussia.[39] Here, bills of exchange and promissory notes of unmarried men under the age of 20 were invalid, except when the rabbi of the community had confirmed the document and when the father or some other close relative of the young man was aware of it.[40]

In Frankfurt am Main, another important commercial center for Jews and non-Jews, such stipulations appear unsurprisingly in the general exchange regulations, and likewise in the *takkanot* of the Jewish community. Generally, boys under the age of fourteen were excluded from any handling of bills of exchange as they were generally not contractually capable. For older men (and women though with certain restrictions) different exchange regulations required different rules. In Leipzig minors could be penalized with the full force of the law regarding bills of exchange whereas in eighteenth-century Braunschweig all bills of exchange were invalid when issued by a person under the age of 20. The 1739 exchange regulations of Frankfurt am Main stated that minors under the age of 25 were not allowed to conclude contracts, except with the consent of their parents or a guardian. Young men who already ran their own business were excluded from this regulation. Jews apparently could also receive an exception when they were under 25 but already married and held

37 Cygielman, *Jewish* Autonomy, 279–282, 299.

38 Ibid., 312–313. For Hebrew see: Simon Dubnov, *Pinkas medinah o pinkas va'ad ha-kehilot ha-rashiyot bi-medinat Lita* (Berlin: Hebräischer Verlag, 1928).

39 See: Schnabel and Shin, "Liquidity and Contagion," 929–968.

40 Heinz Mosche Graupe, *Die Statuten der drei Gemeinden Altona, Hamburg und Wandsbek: Quellen zur jüdischen Gemeindeorganisation im 17. und 18. Jahrhundert,* 2 vols. (Hamburg: Christians, 1973), vol. 1: 234, § 112; vol. 2 (Hebrew): 182.

the privilege of residency (*Judenstättigkeit*) in Frankfurt am Main.[41] The earlier communal *takkanot* of 1674/75 do not explicitly mention this stipulation, but lay down in great detail at which age and under which conditions young unmarried men were allowed to trade in textiles or retail.[42]

An entry in the communal record book (*pinkas*) of the Poznań Jewish community sheds an interesting light on this issue. In 1641, the elders of the community state that according to a decision by a Jewish regional council in Bełżyce, only men married for at least three years were allowed to issue *mamranoth*. The communal elders complain about the ensuing limitations for businesses in their community and interpret the regulation. According to their opinion, this regulation only applies to those men, who have no business experience. Thus, they allow all men, who ran their own business and had accumulated the necessary experience, to issue *mamranoth* at any time under the condition that the drawer of the *mamran* would inform the leading communal elder of the month (*parnas ha-ḥodesh*).[43] Thus, the Jewish communal leaders, most of them active in commerce themselves, were very aware of the necessity of stipulating the handling of bills of exchange to avoid poor business decisions by banning young and inexperienced men from handling such a complex financial instrument as a bill of exchange or *mamran*. Likewise, they apparently were very well aware of local or regional exchange regulations and acted along similar lines.

Another issue that communal *takkanot* discussed regularly is the limitation of bills of exchange. The maturity of a bill of exchange, i.e. the time when the payer had to satisfy the creditor or the last endorsee of the bill of exchange was usually noted on the bill itself. The maturity depended on the place of issue and followed the local exchange regulations. The communal ordinances, in contrast, discussed the limitation of a bill of exchange or *mamran*, meaning the time when any claims based on a bill of exchange expire. This limitation usually began from the day of the maturity of the bill of exchange and was interrupted by action on a bill of exchange. There was no common limitation for bills of exchange; it likewise depended on local or regional exchange regulations.[44] The Leipzig exchange regulations of 1682, for example, set two years as the limitation if no claims were made in court within this time. This regulation was confirmed again in 1768.[45]

41 Amend-Traut, *Wechselverbindlichkeiten*, 249–250.

42 Litt, *Jüdische Gemeindestatuten*, 71–72, 488–489.

43 Bloch, „Der Mamran," 58–59.

44 "Wechselverjährung," in J.G. Krünitz (ed.), Oekonomische Encyklopädie, vol. 235 (Berlin: Pauli, 1856), 340–341.

45 Josias Ludwig and Ernst Püttmann (eds.), *Die Leipziger Wechselordnung mit Anmerkungen und Beilagen versehen* (Leipzig: J.S. Heinsius, 1787), 71, 209.

The ordinances of the Jewish community in Poznań from the first half of the seventeenth century state that community members had to notify the communal beadle (*shamash*) if a *mamran* was about to expire after three years. When the debtor was notified, the validity of the document was extended by another three years.[46] Likewise, the 1687 *takkanot* of the Jewish communities in Hamburg and Wandsbek stipulated that bills of exchange and other promissory notes expired after three years and thus all claims would be void, if the holder of the document did not register it with the communal leadership. In this case, the validity of the document was extended. Just a few decades later, the Hamburg regulations, however, stated that bills of exchange remained valid for ten years. If the owner of the bill of exchange registered it with a Jewish or non-Jewish court within this time period, its limitation was extended for another ten years.[47] The regular occurrence and repetition of such regulations also points to the crucial importance of Hamburg as a financial node in seventeenth- and eighteenth-century central Europe.

For this reason, the various *takkanot* from the Altona, Hamburg, and Wansbek communities that the communal elders stipulated, dating from between roughly the last quarter of the seventeenth and the last quarter of the eighteenth century are particularly instructive in regard to the relationship between Jews and Christians in commerce and the internal Jewish and the general legal system. In the first *takkanot* of 1685, we find the very clear instruction that all three the communal elders, the rabbi, and the local judges would always find the best possible regulations to avoid halakhicly forbidden deeds concerning bills of exchange and the prohibition of charging interest.[48] Thus, they were very aware of the legal implications of early modern commerce and the traditional limitations of Jewish law. However, they likewise understood that Jews took part in general commerce and thus, they were eager to reconcile Jewish law and daily economic necessity.

Thus, these communal lay leaders and rabbis were aware of the existence of general exchange regulations and knew that Jewish rabbinical courts, if two Jews turned to them, had to abide by these regulations. A 1710 *takkanah* notes that the rabbi had to decide according to the strict laws of the bourse concerning bills of exchange. Although the rabbi of the community could pronounce a ban if one of the tax paying members of the community did not pay a bill of exchange ten days after its due date, but he also had to make sure that all

46 Dov Avron, *Pinkas hakesharim shel kehilat Pozna (5381–5595)* (Jerusalem: Hoza'at Mekitzei Nardemim, 1967), 47.

47 Graupe, *Die Statuten*, vol. 1: 150, § 148/155; 233–234, § 111; 278, § 58; 297, § 45; vol. 2: 91, 182, 320–231, 250.

48 Graupe, *Die Statuten*, vol. 1: 122, § 86/ 89, vol. 2: 58–59.

payments were made according to general law (*dina de-malchuta-dina*). This famous Talmudic dictum held that the law of the land is binding, though this certainly applied only to particular fields of Jewish law, commercial law and exchange regulations in this particular case.

Although this article deals particularly with communal *takkanot*, rabbinical decisions did not fall out of use and rabbis certainly were able to deal with economic issues. This can be seen, for example, in the responsa literature, written decisions of Jewish law (*she'elot u-tshuvot*), of the eighteenth-century Talmudic scholar and chief rabbi of Prague, Yeḥezkel Landau. In his volume of collected responsa, *Noda' bi-Yehudah* (1776), he deals with a case of a dissolved partnership, sold shares, and debt obligations.[49] Another example of rabbis' involvement in commercial issues is the collection of sample documents by Samuel b. David Moses Halevi (ca. 1625–1681). Coming from Poland, he was elected rabbi by the Jews of the Prince-Bishopric of Bamberg in 1661. Following an earlier example from Krakow (*Sefer Tikkun ha-Shetarot*), he published a volume of sample documents called *Sefer Naḥalat Shiv'ah*, first printed in Amsterdam 1667/68. It collects documents from different areas of life including a number of commercial contracts, especially obligations.[50] Thus, communal *takkanot* laid down general rules for dealing with financial and commercial issues, while rabbis continued to answer questions in concrete cases.

## 4 Going to Court

A parallel issue to the handling of bills of exchange was the usage of courts. In some Jewish communities, rabbinic courts dealt with matters of personal status, while lay courts, often run by Jewish businessmen, judged monetary matters (among many other subjects), based on local commercial custom and a 'common sense' approach.[51] The examples of Metz and Frankfurt am Main, however, demonstrate that rabbis were well aware of general commercial laws and customs. The rabbinic court in Metz still judged a wide variety of financial and commercial cases between Jews in the last quarter of the eighteenth

49 Yeḥezkel Landau, *Noda' bi-Yehudah*, *Ḥoshen mishpat*, pt.1, no. 10. I thank Edward Fram for pointing me to this responsum. On similar earlier rabbinical decisions see: Fram, *Ideals Face Reality*, 138–143.

50 Carsten Schliwski, Anmerkungen zum *Sefer Naḥalat Shiv'ah* des Zeckendorfer Rabbiners Samuel ben David Moses Halevi – Versuch einer Einordnung, in: Michaela Schmölz-Häberlein (ed.), *Jüdisches Leben in der Region. Herrschaft, Wirtschaft und Gesellschaft im Süden des Alten Reiches* (Baden-Baden: Egon, 2018), 349–359.

51 Fram, "Jewish Law from the Shulḥan Arukh to the Enlightenment," 367.

century as did the rabbinic court in Frankfurt am Main.[52] The authority of rabbinic and Jewish lay courts also depended on the degree of communal autonomy a Jewish community enjoyed. According to Jewish law, taking a fellow Jew to a non-Jewish court or threatening him or her with arrest by non-Jewish authorities was strictly forbidden and regarded as a sin. However, already in the Middle Ages rabbis were fearful that Jews would take their cases concerning commercial and financial matters to non-Jewish courts instead of having their cases adjudicated by Jewish law.[53] In the reality of early modern Europe, the appeal to non-Jewish courts, even if only Jews were involved in a given dispute, was rather common, as Moshe Rosman and others have shown.[54] The most common reason for an individual merchant to turn to a non-Jewish court was probably the assumed ability of the court to judge to his satisfaction and against his opponent, and even more importantly, to enforce whatever decision was made. Nevertheless, the leadership of the Hamburg community tried at least to keep to the letter of the law. The relevant *takkanah* kept the prohibition of taking a fellow Jew to a non-Jewish court. However, it allowed endorsing the bill of exchange with regards to a non-Jew, who then could take the Jewish debtor to a general court and, thus, an inner-Jewish case out of the Jewish legal system.[55]

It is unsurprising that many Jewish businessmen ended up in court with non-Jewish disputants as was the case with disputes about bills of exchange that the Imperial Court (*Reichskammergericht*) received during the eighteenth century, in which many Jewish merchants were involved.[56] The same can be seen from the entries of protested bills of exchange in the record books of various notarial offices in Amsterdam. Not only were those protested bills of exchange endorsed widely between Jews and non-Jews, both must have met regularly when dealing with these protests. But even the few bills of exchange issued and endorsed exclusively among Jews were taken to a general notarial office in case of a protest.[57]

52 Jay R. Berkovitz, *Protocols of Justice. The Pinkas of the Metz Rabbinic Court 1771–1789*, 2 vols. (Leiden: Brill, 2014), vol. 1, 97–100; Edward Fram, *A Window on Their World. The Court Diaries of Rabbi Ḥayyim Gundersheim Frankfurt am Main, 1773–1794* (Cincinnati: Hebrew Union College Press, 2012), 34–50.

53 Soloveitschik, *Pawnbroking*, 215.

54 Moshe Rosman, "The Role of Non-Jewish Authorities in Resolving Conflicts within Jewish Communities in the Early Modern Period," *Jewish Political Studies Review* 12:3–4 (2000), 53–65. See also: Fram, *A Window on Their World*, 50–62.

55 Graupe, *Die Statuten*, vol. 1: 239, § 122c; vol. 2: 188.

56 Amend-Traut, *Wechselverbindlichkeiten*, 244–245. According to Amend-Traut's study, there was at least one Jewish party involved in nearly a third of all cases examined.

57 For more details see: Aust, "Between Amsterdam and Warsaw," 48–55.

The following example from Berlin shows poignantly that Jewish business partners had no remorse taking fellow Jews and even family members to non-Jewish courts. Moreover, the case points to the complexity of court cases involving bills of exchange. In this case, it was Berent Symons, a wealthy Jewish merchant from Amsterdam, who together with his brothers Benjamin and Samuel Symons took his son Isaak to court. Isaak Symons had moved to Berlin around 1753, where he traded in jewels and other goods with the financial backing of his father. Soon, however, he made close contact with Abraham Hirschel, a Saxon court Jew who lived in Berlin and also traded in jewels. His new acquaintance and future brother-in-law, however, did not have the best reputation in Berlin after an infamous court case against Voltaire that had been widely publicized in the contemporary press. Isaak Symons' father and uncles not only rejected his marriage with Hirschel's sister Friederica, but already in 1754, Berent Symons filed an action against his son accusing him of the embezzlement of his money at the instigation of the Hirschel family. Eventually, Abraham Hirschel and his brother-in-law Isaak Symons were involved in at least three extensive lawsuits that occupied the commercial court in Leipzig, of which we unfortunately have no surviving records, as well as the Supreme Court of Prussia (*Kammergericht*) in Berlin, involving among other things falsified bills of exchange.[58]

Without going into the details of the trials, there are a number of probable reasons why these cases were taken to the Prussian Supreme Court in Berlin and not to the communal *beit din*. The court documents do not provide any indication that the cases were first taken to a rabbinic court. First, the case involved members of more than one Jewish community, and it seems that Berent Symons, the Amsterdam merchant, took his son to the non-Jewish court directly. He may not have trusted the *beit din* in Berlin to find a satisfying resolution or have the means of enforcing the ruling regarding the assets his son and his son's brother-in-law allegedly embezzled. How complicated a case it was becomes visible from Berent Symons letter to the Prussian Supreme Court in 1755. In this letter, he pleads that the court quickly proceed with his case and to consult "an experienced banker and an unbiased *Calculatoris*," because his claims "consist of many drawn bills of exchange and debt bills; with these matters jurists are less familiar than bankers and merchants."[59]

58 For a detailed description of the case see: Cornelia Aust, "Daily Business or an Affair of Consequence? Credit, Reputation, and Bankruptcy among Jewish Merchants in Eighteenth-Century Central Europe," in Rebecca Kobrin and Adam Teller (eds.), *Purchasing Power: The Economics of Jewish History*, (Philadelphia: University of Pennsylvania Press, 2015), 71–90.

59 Barent Symons & sein Sohn Isaac Symons, Januar-Mai 1755, Geheimes Preußisches Staatsarchiv (GStA) Berlin, I. HA, Rep 9, Y2, Fasz. 123.

When gentile courts got involved, they faced an additional challenge when it came to evidence brought in by the parties. While most bills of exchange negotiated in court were written in German, Dutch, or French, this was rarely the case for account books of or letters between Jewish merchants. At least in central Europe, many Jewish merchants kept their account books in Hebrew characters throughout the eighteenth century. In our case, the Amsterdam merchant Berent Symons not only employed a non-Jewish advocate to represent him in his lawsuit against his son, but also a translator. The latter was responsible for the correspondence between Isaak Symons and his father's advocate who did not speak Hebrew or Yiddish. Moreover, he argued "my son made the whole matter very confusing due to his denial that he was incited by the Hirschel family. Much of the important evidence," he continued, "needs to be taken from the Hebrew correspondence and made accessible to the advocate."[60] Moreover, Isaak Symons also kept his account books – apparently very neatly – in Hebrew script, though presumably in some form of Yiddish. During the later trial, the complainants argued that the books were forged. In this case, the court turned to a theologian at the nearby university in Frankfurt an der Oder, who was familiar with Hebrew and the "Jewish-German" language and writing. This example shows the complexity of such trials, which was only aggravated by language issues.

On the other hand, it illustrates the great familiarity of these merchants and brokers with the commercial world of their day. Not only, did Berent Symons not turn to the *beit din* or a rabbi, via a rabbinical responsa, but used a typical institution of eighteenth century commerce, a *Parere*, an opinion given by one or more merchants on a particular question. The genre emerged at the end of the seventeenth century in Leipzig and Hamburg and spread across German-speaking lands during the eighteenth century. Merchants used it in particular to answer questions regarding exchange law, and, thus, it was aimed at avoiding or shortening legal disputes by receiving an evaluation of the legal situation from a group of experts; this was of particular importance in the light of a lack of expertise in non-specialized courts that Berent Symons also lamented.[61]

In the above-mentioned case, Berent Symons indeed turned to four Berlin merchants with a specific question. Using typical substitute names, he asks

60 Ibid.

61 I thank Sonja Breustedt for drawing my attention to this particular institution of early modern commerce. Sonja Breustedt, "Kaufmännische Pareres – Gutachten als Konsens und Beweismittel im 17. und 18. Jahrhundert," in Albrecht Cordes (ed.), *Mit Freundschaft oder mit Recht? Inner- und außergerichtliche Alternativen zur kontroversen Streitentscheidung im 15.-19. Jahrhundert* (Cologne: Böhlau, 2015), 261–268. See also: Amend-Traut, *Wechselverbindlichkeiten*, 46–47.

whether it is correct that *Cajus* demands from *Titius* to the presentation of the endorsed bills of exchange, which the first had drawn on the latter, but also the *secunda* bills and an additional receipt for each bill of exchange. This, according to Berent Symons, was the strategy of his son and Abraham Hirschel against him. As long as he did not provide the additional material, Isaak Symons and Abraham Hirschel refused to settle their accounts with Berent Symons regarding the bills of exchange he had already paid. Berent Symons, thus, asked whether this was legitimate according to commercial law and custom. On January 23, 1755, the four Berlin merchants, Georg Wilhelm Schweiger, the Gebrüder Jordan, Peter Sautier, and Girard Muhelet endorsed the opinion of the inquirer. They stated that the *prima* bill of exchange is always fully valid and an additional receipt over the payment is not necessary at all as the bill of exchange itself counts as receipt. Thus, they decided that *Cajus* was bound to settle his account with *Titius*.[62] The file, unfortunately, remains silent about how successful the submission of this *Parere* to the court actually was.

It is curious that in this particular case just the fact that the document is included in the court file allows us to recognize that the negotiated case was between two Jewish merchants. This constellation also illustrates the close familiarity of at least the wealthier strata of Jewish merchants (as well as rabbis as seen earlier) with exchange regulations, the intricacies of handling bills of exchange and such measures as the mercantile *Parere*, which allowed commercial expertise into the courtroom.

## 5 The Usage of Hebrew and Yiddish in Bills of Exchange/ *Mamranoth*

There is no doubt that many of the Jewish and non-Jewish merchants, who were active in eighteenth-century central and east central Europe, operated their businesses in a multilingual environment and were versed in more than one language at least in the field of commerce. As we have seen in the example above, the usage of Hebrew, Yiddish or German written in Hebrew characters could constitute a problem in court when Jewish merchants were involved. This was the case, for example, when Jewish merchants kept their books in Hebrew characters or when they wrote parts of their commercial correspondence in Hebrew or Yiddish.[63]

62 Barent Symons & sein Sohn Isaac Symons, Januar-Mai 1755, GStA Berlin, I. HA, Rep 9, Y2, Fasz. 123.

63 See for example the letters of the Prager family in London and Amsterdam: Gedalia Yogev, *Diamonds and Coral: Anglo-Dutch Jews and Eighteenth-Century Trade* (New York: Holmes & Meier Publishers, 1978), 183–186.

In contrast, it remains doubtful that Jewish merchants, at least in the eighteenth century, issued bills of exchange in Hebrew letters, be it Hebrew, Yiddish or German. Nevertheless, a concrete anxiety about commerce and especially the trade with bills of exchange in relation to Jewish merchants seems to have been prevalent in the early modern period. The aforementioned legend about Jews as the inventers of bills of exchange is only one way in which images of Jews as usurers and worries about the expansion of credit were expressed. In general, it was the stigmatization of Jews that made them "vehicles for expressing widely felt anxieties about commerce" in the early modern period as Jonathan Karp has argued.[64]

A concrete example based in commercial practice might be a 1792 manual for learning Yiddish (*Lehrbuch zur gründlichen Erlernung der jüdischdeutschen Sprache*). The manual addresses merchants in particular and argues that it is tremendously important to understand and be able to read Yiddish to conduct successful business with Jewish merchants. The Christian author Gottfried Selig, a convert from Judaism, claims that Jewish merchants issue bills of exchange in Yiddish and provides the text of an exemplary bill of exchange with a German translation.[65] Thus, the author suggests that Jews issued bills of exchange, written in Yiddish, not only among themselves but even to non-Jewish merchants or at least that such a bill of exchange would eventually circulate among non-Jews via the endorsement. Selig published this work, after having eventually secured a position as lector at the university in Leipzig. While we can assume that Selig indeed was familiar with bills of exchange issued in Yiddish, his publication like many other texts he penned had a clear anti-Jewish bias and aimed at proving the alleged Jewish propensity to deceit in commercial matters.[66] Though the text published by Selig is typical of an eighteenth-century bill of exchange and Jews may well have issued Yiddish bills of exchange between themselves, it seems rather unlikely that such bills were often issued in Yiddish, especially when they were intended to be circulated. Johann Gottlieb Heineccius (1681–1741), for example, noted in his Dutch work on exchange law (*Grondbeginselen van het wisselrecht*) that Jews were very active in the exchange trade and emphasized that they did not write their bills of

64 Karp, *The Politics of Jewish Commerce*, 2.

65 Gottfried Selig, *Lehrbuch zur gründlichen Erlernung der jüdischdeutschen Sprache für Beamte, Gerichtsverwandte, Advocaten und insbesondere für Kaufleute; mit einem vollständigen ebräisch- und jüdischdeutschen Wörterbuche* (Leipzig: Voß und Leo, 1792), engraving following p. 38, 44.

66 On Gottfried Selig and his autobiographical conversion narrative see: Johannes Graf (ed.), *Judaeus conversus. Christlich-jüdische Konvertitenautobiographien des 18. Jahrhunderts* (Frankfurt am Main: Peter Lang, 1997), 34, 84, 117–259.

exchange in old rabbinic letters, meaning Hebrew characters, which Christians obviously would not understand.[67]

When the Prussian Jewish community in Frankfurt an der Oder raised credit for communal expenses from the Hamburg Jewish merchant Jacob Moses Schlesinger, the brother of two local merchants and communal leaders, he issued the respective bills of exchange in German. These bills of exchange from the 1760s were not supposed to circulate, and all parties involved knew how to write and read Hebrew and Yiddish, still their choice of language was German. Their torn, i.e. paid, versions can be found in the files of the Frankfurt Jewish community and are strong evidence for the preference of using one of the languages in which bills of exchange in central Europe were commonly issued: Dutch, German or French.[68]

The situation seems to be slightly different when looking at the *mamran*, which indeed seem to have been issued also in Hebrew or Yiddish at least until the end of the eighteenth century. Phillip Bloch published three Hebrew *mamranoth* from the second half of the eighteenth century, found in the state archives in Poznań. They show, as far as the copy can tell, the typical features of *mamranoth*, referring to the issuer on the opposite side of the document, though the document is titled *shetar ḥov* (promissory note). Then it provides the sum to be paid and the Hebrew due date, and emphasizes that the document has the validity of a bill of exchange (*katav ḥiluf*), which is recognized by state courts. All three *mamranoth* could be paid anywhere, but especially in Frankfurt an der Oder and Breslau, the two most important commercial centers of eastern Prussia and Silesia.[69] This specification also points to the limited geographical reach of *mamranoth*. Even though we know that Jewish merchants in Frankfurt an der Oder and Breslau apparently recognized these *mamranoth*, most Jewish merchants from Poland who arrived at the fairs in Frankfurt an der Oder and Leipzig paid for their purchased goods in cash. *Mamranoth*, it seems, did not cross this geographical line.

Many places in east central and eastern Europe were extremely limited in where bills of exchange could be drawn. In the Polish-Lithuanian Commonwealth and its larger commercial cities, no specific regulations regarding the trade in bills of exchange were introduced. One of the reasons for the lack of legal development was undoubtedly Poland's precarious economic situation in

67 Herbert Ivan Bloom, *The Economic Activities of the Jews in Amsterdam in the Seventeenth and Eighteenth Centuries* (Williamsport, PA: The Bayard Press, 1937), 195.

68 Pinkas Kehilat Frankfurt, MS 19, Maimonides Library Tel Aviv, 15v, 20, 48v.

69 Bloch, "Der Mamran," 62–63. For financially related terms used in the *pinkas* of the Rabbinic court in Metz see: Berkovitz, *Protocols of Justice*, vol. 1, 89–90.

the eighteenth century. This economic situation and the respective lag in trade regulations is probably the key reason why east European (Jewish) merchants in Frankfurt an der Oder or Leipzig made most of their payments in cash. When bills of exchange were issued in eastern Europe during the eighteenth century, they were usually directly drawn on west European banking houses in Amsterdam or Hamburg, and in fewer cases in Breslau.[70]

It seems, however, that precisely these borderlands between east and west recognized both financial instruments – the much more geographically limited *mamranoth* and the widely circulating bills of exchange. The East Prussian provincial law (*Ostpreussisches Provinzialrecht*) of 1801 mentions this particular form of borrower's note.[71] Calling them *Mamre-Storchows*, the first paragraph explains their form, with the name of the borrower on the opposite side and the lack of the creditor's name. It then states that the document is valid in court when the formula "payable anywhere" is added or when it is noted that the note is payable in Prussia in particular.

The communal *takkanot* examined earlier provide a similar picture. Drawing on a number of examples, *takkanot* from the realm of the Polish-Lithuanian Commonwealth usually mention the immobile promissory note (*shetar ḥov*) and the *mamran.* Both terms appear continuously in the relevant regulations on credit and other financial matters. The Hamburg *takkanot* are clearly different in terms of language. The ordinances recognize simple promissory notes (*shtarot*) and proper bills of exchange, *katav ḥiluf*, a direct translation of the German term *Wechselbrief*. A *takkanah* from 1744 uses *katav ḥiluf* and *vekhsel*, both spelled in Hebrew characters, interchangeably. The usage of the term *vekhsel* points to their increasing linguistic acculturation to the German environment.[72] To the communal elders in Hamburg, thus, only regular bills of exchange, which they called *katav ḥiluf* or *vekhsel* in German, were relevant, while in Poland the communal elders saw it as sufficient to refer to the *mamran* as the form of debt bill used locally.

The omission of the *mamran* in Hamburg does not mean, however, that German Jewish merchants were not aware of it. Glikl bas Judah Leib, the famous female Jewish merchant of Hamburg, apparently understood both forms of obligation. In her description of problems with one of her son's financial situation in Berlin, she mentions both the *ḥiluf katav* (alternatively she uses

70 Denzel, *Geld- und Wechselkurse der deutschen Messeplätze Leipzig und Braunschweig*, 5, 13–16; Denzel, "Zahlungsverkehr auf den Leipziger Messen vom 17. bis zum 19. Jahrhundert," 149–165, 152, 156–62.

71 *Ostpreußisches Provinzialrecht* (Berlin 1801), 104 (addition 145 for § 1260).

72 Graupe, *Die Statuten*, vol. 1: 247, § 132; vol. 2: 199.

the acronym for *ḥiluf brif*) and the *mamranoth*, which she denotes explicitly as Polish *mamranoth*, though she unfortunately does not provide any further information about their appearance, their language or their handling.[73] Thus, individual Jewish merchants used *mamranoth* in their business with Polish Jewish merchants, even though they are not mentioned explicitly in the Hamburg *takkanot*, maybe because such *mamranoth* occurred very infrequently, were not issued but only accepted by local Jewish merchants, and might have been handled similarly to western bills of exchange.

In geographic border areas such as the eastern parts of Prussia or Moravia in the Habsburg Empire we find a different situation; it seems the local merchants used both bills of exchange and *mamranoth.* In Nikolsburg, in southern Moravia, the *takkanot* from the first half of the eighteenth century, in particular those ordinances dealing with commercial loans always name both the *vekhsel brif* (also *ḥiluf katav*) and the *mamran*. Both were valid and to be treated according to general law, though in the case of two Jewish parties, one had to register the failure to pay with the communal beadle (*shamash*) to receive a deferral of payment.[74]

Though Polish Jewish merchants apparently still used the *mamran* up to around 1800, it soon disappeared in the first decades of the nineteenth century. Abraham Fuss probably errs when he argues against Bloch that the *mamran* continued to exist and to be discussed in rabbinic literature throughout the nineteenth century, just under different names, such as *veksil* or *tratta*.[75] Rather, the introduction of new commercial institutions spread the usage of endorsable bills of exchange. A late nineteenth-century Hebrew article on commercial issues explains the handling of bills of exchange in every detail without mentioning the term *mamran* even once. Published in the first volume of the Hebrew annual *Keneset Yisra'el* in 1886, the article's very practical advice turns to readers of Hebrew, presumably more traditional and at least in many cases less wealthy Jewish merchants in the Congress Kingdom of Poland. In Hebrew, the author, Dov Ariyeh Fridman, uses the word *veksil*, derived from German, *exclusively* and even the corresponding Hebrew word *katav ḥiluf* does not appear. Equally he provides all other technical terms in German, partly in Hebrew, partly in Latin characters. The basic terms for a bill of exchange, such as drawer and drawee, payer and payee, are also given in Russian. Even in a

73 Chava Turniansky (ed.), *Glikl: Zikhronot, 1691–1719* (Jerusalem: Merkaz Zalman Shazar le-toldot Yisra'el, 2006), 402.

74 Abraham Naftali Zvi (Ernst) Roth, *Sefer Takkanot Nikolsburg* (Jerusalem/ Tel Aviv: Hotsa'at ha-makhon le-meḥkar ve-letotsa'at sefarim "Sura,"1961), 120–122, 132–133.

75 Bloch, "Der Mamran," 61; Fuss, "The Eastern European Shetar Mamran Re-examined," 67.

short footnote that discusses the origin of the bill of exchange, Fridman does not mention the *mamran* or any possible origin of the bill of exchange in medieval and early modern Poland.[76]

## 6 Conclusion

This survey of the usage of bills of exchange and its east central European version the *mamran* has shown how closely Jewish merchants were integrated into the early modern world of commerce in central and east central Europe. Following economic necessity, rabbis sought to adapt Jewish law to the reality of economic institutions in early modern Europe, though they did insist on the all-encompassing validity of the Halakhah. On a day-to-day level, however, the use of bills of exchange and *mamranoth* was so common that rabbis and communal lay leaders were left to stipulate the details of their usage. The same holds true for the usage of non-Jewish courts. Often Jewish merchants had no remorse taking their fellow Jews to Christian courts in business matters, because they believed their case was served better there or that these courts had more means to enforce their decisions. Sometimes cases were also taken to non-Jewish courts as courts of appeal. The rabbinic and lay leadership of the Jewish communities, however, sought to retain some influence in these commercial matters, mostly via their communal regulations (*takkanot*). These were also to safeguard the Jewish communities and its members by avoiding risky or unreliable business behavior, for example from young men, yet inexperienced in business. For the most part, however, these *takkanot* confirmed general exchange regulations, thus, playing a part in the general institutional developments in the field of commerce.

There were, however, considerable differences between the German lands and the Polish-Lithuanian Commonwealth. There is no evidence that, at least by the eighteenth century, Jewish merchants in the German lands issued bills of exchange in Hebrew or Yiddish, though most kept their books and their business correspondence with fellow Jews in Hebrew, Yiddish or, toward the end of the century, in German in Hebrew characters. Widely circulating bills of exchange, however, practically prohibited issuing bills of exchange in a script closed to non-Jewish merchants. In the Polish-Lithuanian Commonwealth, however, we do find ample evidence of the usage of the Polish (or Latin) *membrany* in their Hebrew form, the *mamranoth. Takkanot* of Jewish communities

76 Dov Ariyeh Fridman, "Over Le-Sokhar," *Keneset Yisra'el* 1 (1886), 189–214, esp. 189–190.

in the central European borderlands show that in these areas Jewish merchants knew and used both forms of bills. Even further west, Jewish merchants were apparently familiar with the *mamran* and occasionally might have used it – mostly in Prussia – when doing business with Polish Jewish merchants. Nevertheless, by the early nineteenth century, the *mamran* disappeared when the Polish-Lithuanian Commonwealth disappeared from the map of Europe in 1795 and its partition territories were increasingly incorporated into the legal systems of the partitioning powers, and east central and eastern European economy became more closely integrated in the European economy.

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