

Jewish merchants in the Islamic Mediterranean in the eleventh century and the Red Sea in the twelfth century were familiar with a number of different structures for mercantile cooperation. These structures were suggested by the classical compendia of Jewish and Islamic law, and were also often tweaked or expanded upon by the merchant community to meet their economic needs, as one may conclude from the documents of the Cairo Geniza. For instance, the extensive use of credit by Geniza merchants made it difficult for them to present investment capital in the form of specie at the moment they contracted an agreement, which was nonetheless a requirement of Jewish law. Despite this, merchants found ways to circumvent or sidestep such requirements to meet their commercial needs. In light of this fact, the question of whether merchants chose to rely on traditional Jewish models, their Islamic counterparts, or a market-based “practice of the merchants” is quite complicated: since Jewish merchants could bring their legal questions to either Jewish or Muslim courts for recourse, documents drawn up in the Jewish court accounted for the possibility that such documents might eventually be adjudicated in Islamic courts, and it can be difficult to determine precisely which sort of structure was intended by the contracting parties. In this paper, I will outline the forms of business partnership employed by the Geniza merchants and point to the ways in which merchants chose structures corresponding to and contrasting with models of commercial cooperation seen in the classical compendia of Jewish and Islamic law. I will also attempt to draw some conclusions as to when and why these merchants might have chosen one or another such a structure for funding and maintaining their partnership relations.