Between protection by international law and credit networks: The security strategies of European merchants in the Levant around 1700[1]

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1. Introduction

I argue in this contribution that Western European merchants in the Levant, dwelling and trading under Ottoman rule, employed a double- or multi-layer system of security spheres and security production. This involves posing many questions about how security was provided for individuals, for the collective group of the so-called 'merchant nation', and for their goods and ships, as well as about how this system evolved. To begin with, this subject concerns public international (commercial) law in its fragmentary and evolving form regulating relations between Christians and the Muslim powers, including the Porte itself and also the three major semi-autonomous Barbary states of Tunis, Algiers, and Tripoli. In a second step, working more directly from archival sources, I want to focus on those protected, dwelling and trading under that umbrella of protection: namely, the merchants themselves. Their treaties with the Porte and the Barbary states were by no means firm and stable constructions, offering a roof of protection which was never changing and always respected. In contrast, protections had to be recalled and remembered every day. They were constantly threatened by *avanias,*[2] and the real state of security or lack thereof for the merchants was always under negotiation. For this reason, we must ask how the individuals themselves were establishing more or

1 Abbreviations: BNF = Bibliothèque Nationale de France, Paris; AN = Archives nationales Paris; AE = Archives des affaires étrangères, site Nantes; TNA = The National Archives; PRO = Public Record Office; SP = State Papers; Radcl = Hertford, Hertfordshire Archives and Local Studies, Radcliffe papers. English editing by Mallory Hope and Burt Westermeier, financed in 2020 by Heisenberg-Grant DFG Zw 164/8-1.

2 Contemporary definition: "Auerie ou Auanie—Ce sont motz sinommes qui sont en vsage parmy ceux qui negocient aux payz estrangers et particulierement en Leuant pour signifier les torts ou dommages qui sont faitz par les Turcz et autres, aux marchandz dans le faict de leur commerce" (Pierre Ariste, 'Traicté des Consulz de la nation françoise aux pays estrangers' (1667), BNF Ms. fr. 18595: 213–215, XI).

less symmetric relationships with their neighbours, both with the ruling Muslim class as well as with Christians, Jews, and other Ottoman subjects. The vertical dimension of security provision has to be seen together with its horizontal dimension: the complex net of reciprocal relationships between visiting and local traders in Ottoman ports—established not at least by credit networks but also by a complex arrangement of European-Ottoman legal couplings on a micro-level.

2. Security shield from above (vertical): International law and capitulations with the Porte and the Barbary Corsairs

The system of treaties with the Ottoman power(s) has at least three dimensions: on the one hand, the treaties belong to the emerging and evolving system of international (commercial) law and we can use them as a source to discuss the degree to which the non-Christian powers were included in the network of diplomatic and political communication that we may call the 'Early Modern European State System'. Second, it is common to narrow the perspective down to the persons, households, and institutions of the European ambassadors at the Porte in Constantinople and to focus on how they established and used their status and their delegated rights to protect dependents and Christians in the Empire as a whole. Finally, a third direction is the question of how the treaties were respected and how they functioned in places such as Aleppo, Iskenderūn (Alexandretta), Izmir (Smyrna),[3] in smaller factories, and, somewhat differently, in the Barbary states, where the general framework treaties were known and referenced but where individual treaties were always established.

Most of the treaties with the Porte and the Barbary states have been edited within the major collections of early modern positive international law, such as Testa, Dumont, and Chalmers (Chalmers 1790; Testa 1864). For the three major trading powers—England, the Netherlands, and France—we count 33 treaties with Tunis, 49 with Algiers, and 21 with Tripoli between 1605 and 1795, to which are added 24 treaties signed by smaller powers (ranging from the Hanse to Genoa, Austria, Denmark, and Sweden). The series of the Constantinople treaties or capitulations (*ahdname*) starts with the famous concord between Francis I and Suleyman in 1535. The most

3 For the relationship between the merchant nations and their environment from the point of view of a history of (proto-) segregation cf. Zwierlein (2020a).

important treaty of the later period, the 1740 Villeneuve capitulation, was again signed by the French, but the Dutch and the English series have their own history, to which a recent study of the Russian-Ottoman relationship has added.[4] The language of the Western translations of the treaties between the Porte and Christian powers suggests that they were concluded between partners on equal terms. However, from the Ottoman point of view, the central ones between the European powers and the Porte were all instead understood as the granting of a privilege. From the Western point of view, at least since the eighteenth century, some of the European powers like the French tried to establish themselves a new formal hierarchy between them as civilized members of the state system and the Barbary States (Zwierlein 2025a). Upon entering his office, each new ambassador and each new consul had to receive an initial *barāt* from the Ottoman sultan which enabled him to exercise his functions according to the rights granted on Ottoman soil and, to some extent, from a position of privileged, mediated authority. From the Ottoman point of view, it was as if the sultan was using the Europeans as *indirect rulers* over the European merchants as a group, much like the *millet* system for the ethno-religious groups whereby patriarchs were granted similar authority through a *barāt* from the Porte to exercise well-defined and delimited jurisdictional superiority over the subjects of their faith (Baldwin 2017: 49). These treaties and the *barāt* system proceeding from them made the Ottoman legal environment intelligible by analogy to consular jurisdictions or merchant courts, which had evolved differently in European countries. With regard to France, Pierre Ariste, writing at the time of Colbert's reforms, recalled the medieval distinction between the internal city consuls and the external maritime *consuls de mer* who used to exist in nearly all larger French cities. Parts of that idea of autonomous commercial self-government and consulship had survived up to the mid-seventeenth century and become transformed.

> *Si estce que les Consulz n'y seroient pas receus, s'ilz n'estoient chargéz du Barat du grand seigneur, qui est un acte qui porte son approbation, et un commandement aux Bachas et Gouuerneurs de ses Prouinces de les reçeuoir et*

4 Helpful table in Calafat (2011). See Calafat (2019) and Zwierlein (2016: 20–116) for the European point of view on the treaties, its impact on security production, convoy shipping, passports and the nationalization of mercantilist economics. See Van den Boogert (2005), Talbot (2017) and Smiley (2018) for the capitulations, Zwierlein (2024) for the Austrian-Russian-Ottoman conflict leading to the 1739 Treaty of Belgrad and a situation favorable to Villeneuve's negotiation of the 1740 capitulations.

> *reconnoistre pour telz: Et ce barat ne s'obtient que par le ministere et l'Intercession de l'ambassadeur, [...] Quant au reste les ambassadeurs ont conserué le mesme pouuoir et la mesme jurisdiction sur la nation françoise quilz auoient tousjours eus tant pour le civil que pour le criminel* (Ariste 1667: 181).

As long as cases of conflict concerned only members of the nation, the consul was empowered to judge them (in the French case assisted by the deputy of the nation and another merchant forming a *torso* of a court) (Poumarède 2001; Mézin 1995; Ulbert and Le Bouëdec 2006).[5] Problems arose when an Ottoman subject, whether a Muslim, Christian, or Jew, was involved, as then the *qādi* would be the competent judge and the consul often fell back into the role of a protector of the member of his nation.

As Ariste is an early source who rather idealizes a situation that was under reform at the very moment when he was writing, we do not have to lay the burden of proof on it; nevertheless his description generally contains some truth concerning the creation of a sphere in which French, Dutch, and English norms could then be introduced under the umbrella of Ottoman overlordship. The word 'security' as such is seldom used to describe the state of being *in* this sphere; it was rather the protection that was the guiding principle. European consular correspondence, letters, and decisions always speak of the 'protection granted by the consul' or the 'protection granted by the French king to the Christians', obscuring the fact that this protection was either merely delegated or a semi-autonomous privilege which protected a given group of people, goods, and their religion under specific circumstances while the only true fountainhead of sovereignty and protection was the sultan. Despite all the intra-Christian debates and struggles about the right of one monastic order or the *custos* of the Holy Land to hold the keys to the Holy Chapel, even the protection of the holy sites in Jerusalem was formally in the hand of the sultan, who only delegated it.[6] After the consular network and system had been established, the sources which it produced created a quasi-autonomous way of recording. Like modern historians, even contemporary observers could forget that European consuls exercised authority only within the larger sphere of Ottoman rule in a Russian-doll-like system. It was not 'colonial rule'

5 See Bartolomei, Calafat, Grenet (2016)—for an old view of how the function was conceived by lawyers during the very late Ottoman Empire cf. Turpaud (1902).

6 Refer to Zwierlein (2016: 173–181) with examples and literature.

based on independent legal justifications, but rather indirect rule couched in the early eighteenth-century administrative language of 'real settlement colonies'. The language used by the Maurepas administration in *Nouvelle France* can look very similar to the Mediterranean Maurepas communications.[7] This fully-developed system of protection, that was consciously built by the French, Dutch, and British, and, later, by other European nations with different dimensions across the Mediterranean and the Middle East, played the clearly important role of providing security to the merchants, and all in all this was security produced by and for growing early modern trading empires.

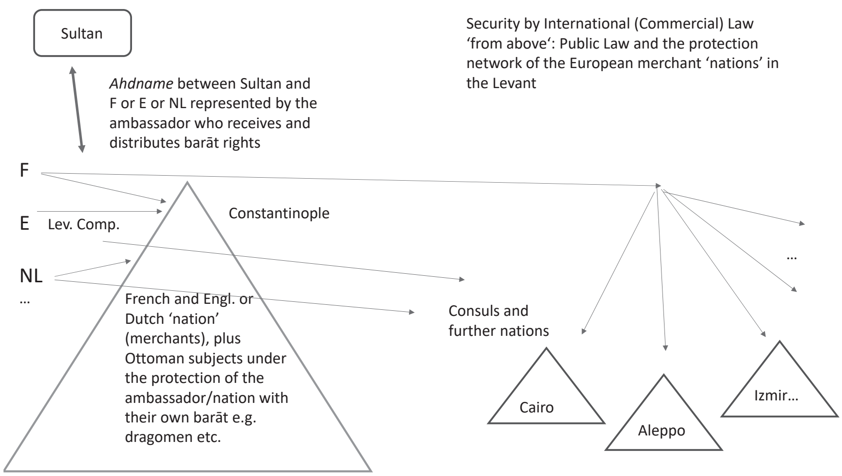

Illustration 1: Scheme of the European ahdnahme system under Ottoman rule

3. Security shields on the spot (horizontal): Credit networks

In the next part of this paper, I will consider a second dimension of security production, which I will hereafter refer to as 'horizontal', in contrast to the 'vertical' forms of security provided by international law and protection. Though the Levant Company was a more conservative chartered and regulated company in comparison with joint-stock-based companies like the

7 Compare Pritchard (2004) and McClellan and Regourd (2011) with Zwierlein (2016: 60–72) and passim.

East India Company (EIC) or the United East India Company (Dutch: *Vereenigde Oostindische Compagnie*, VOC), it belonged as much to the emerging and expanding mercantilist trading empires as did the French merchants organized or orchestrated by Colbert since the middle of the seventeenth century. The companies were part of a set of processes which we can call the Financial Revolution, i.e. the emergence of large capital markets, speculation, and investment (Dickson 1967; North/Weingast 1989; Carruthers 1996; Brewer 1988: 88–134; Murphy 2009; Carey/Finlay 2011; Wennerlind 2011; Temin/Voth 2013; Zwierlein 2021a: 243–265). The Financial Revolution pre-dated and prepared the Industrial Revolution, and its function for the European nation states has been studied and debated for a long time. To what extent were the commercial actors of the trading empires belonging to this context of the Financial Revolution *outside* of their national framing and how did their capital serve the function of providing security?

As Abraham Marcus (1989: 160, 335) has underlined in the case of Aleppo, drawing on the court records (*sicil*) held in the national archives of Damascus, Aleppo, like other cities under Ottoman rule, was not furnished with any form of early modern ‘Western’ capitalist organizations and instruments of credit: “no banks, accounting firms, investment consultants, advertising agencies or insurance companies [...The community] lacked specialized institutions such as municipality [...] banks [etc.]”.[8] However, Bruce Masters, Marcus, and others have shown that there was a lively private market of moneylending between individuals and from *waqf* foundations,[9] even if there was no developed public credit system (the state did not lend nor borrow money as such). It is evident that the European merchants were soon becoming an important part of this informal system of moneylending (Marcus 1989: 185): in a very volatile market of quickly and individually changing interest rates,[10] they could offer quite stable rates as well as a large

8 Greene (2000: 167, 171f) has shown that Venetian practice of selling premium insurance contracts seized immediately after the Ottoman conquest of Crete.

9 For studies on the *waqf* in North Africa see Hoexter (1998b), Shuval (1998), Shuval (2000: 323–344), Cherif-Sefadj (2008), Saidouni (1995), Saidouni (2001) and Grangaud (2002). For Aleppo, Izmir and Constantinople, the *waqf* foundations are mostly treated in the urban histories quoted hereafter.

10 Between Muslims, Jews, and Eastern Christians, interest rates were very different, according to the degree of trust, longstanding relationships, and according to risk assessments, sometimes around 30 per cent for short-time rates, even sometimes over 100 per cent. The Aleppo courts would enforce the return of all interest collected if

amount of money (cash). European merchants characterized their Ottoman trading partners in the Levant as "people of no capitals".[11] Though they themselves were always short of large sums of cash, they were 'liquid' by comparison to their counterparts and found their own way of underselling the market.

Up to a certain point, then, we see that each merchant and partnership, through its ties back to England or France, operated as a small bridge between the Western commercial credit system and the Levantine city: The Radcliffe letters show, for instance, how the brothers Ralph and Edward were corresponding with each other (Ralph in London, Edward in Aleppo) and commenting on the situation of the whole family's wealth according to the current rise or fall of the stocks during the 'Financial Revolution' shortly after the Glorious Revolution:

> We were agreeably surprissed here with the advice of the Pretenders being bafled in his invasion, at the same time the news come of his rash attempt, that he should put out to sea, with a fleet so inferior in number, and force, as that of the allies which were ready to intercept him.
> However I am concerned to see what a prodigious influence this petty descent had upon the Credit of the nation, which was visible in the run made upon the Bank, & the fall of all stocks but I hope a little time will put things in the old chanell again, to me it seems you should stagger Grandfathers formerly immovable sentiments of publick funds that such a trifle should give the stocks such a jog or at least if he should die, not oblidge his Heirs to stand and fall by stocks, till younger childrens fortunes are paid off which you know was the tenure of his will. I speak you as my sentiments only without interest for as you know I shall be

the borrower would charge the lender of usury according to Islamic law, but usually, the practice went uncontrolled as all had an interest in letting it continue. Pamuk (2000: 77–87) notes singular imports of large sums (like that of the Portuguese *Marrano* Alvaro Mendes in 1588 of 850,000 gold ducats) and reminds us that the princes of Wallachia and Moldavia were exercising the function of credit lenders on the Edirne and Istanbul market for considerable sums.

11 It is the "same in all scales in Turkey we cannot trust any English manufacture but on the other hand can seldome oblidge customers to a certain time to take away our goods & yet in a dull time is always the misfortune of the trade, we sell to people of no capitalls, we can not pay till we sell the magazin however the method we take to secure our selves, is so much money down as the market probably cannot decline enough to make us loosers in the main if they do not take the away in 2 years the justice of the Country allows their sale" (Edward to Ralph Radcliffe, 6 March 1709, Radcl DE/R/B66/47).

> the first provided for so the losses and any misfortune may happen to them (Edward Radcliffe to Ralph Radcliffe, Aleppo, June 12, 1708, Radcl DE/R/B 66).

This was the moment when, in March 1708, the Jacobites tried to invade Britain with a fleet not strong enough to defeat Byng's forces, but it is known in financial history that from 1708, the credit market and most forms of public credit were affected, and interest rates and risk rose perceptibly for nearly two decades until the Jacobite revolts and attacks were pacified (Sussman/Yafeh 2006: 931; Szechi 1994). The London merchants were certainly investing in other assets and markets, not only in the Levant trade. Often, they were also members of other companies. The wealth of a business family was therefore always under threat: apparently, the Radcliffes' grandfather had invested in public credit. Public credit would, in the long run, prove to be England's strength, and the rise of its state and military power was due to the state's access to relatively cheap money on a large credit market. During the risky period of 1708–1722, this was not settled, and an investing family like the Radcliffes feared for their own fortune and that of their heirs.

The first step of introducing some elements of the Western European capitalist system into the Levant region was to establish a moneylending practice among the Western factories themselves. Money began to pour into the Levant for the operative businesses, such as the silk trade. However, much of the trade was done by commissions. The firms at a given place negotiated to get capital from their partners in London or, eventually, from other places in the Levant, providing them with larger sums of money for negotiating. In Cyprus,[12] the European merchants had to annually negotiate the new silk price by way of the Greek dragoman established by the Ottoman Pasha, and bought their share of the *Raccolta* (silk harvest). This process could require large sums of money. Palmer and Lupart, for instance, developed a scheme for the firm Fawkener to send a stock of 30,000 (Lion) Dollars, and they calculated approximately 30,000 each year as incoming capital from several sources, including from London. Palmer and Lupart offered to do the expert job of silk trading and negotiating freight and insurance; with these costs included, they promised a 10 per

12 For the European merchant colonies on Cyprus cf. Zwierlein (2022).

cent profit to their partners, taking for themselves 2 per cent of the profit as their share.[13]

This is an example of how money from the London merchants and a growing 'general' investment market poured into the accounts of individual merchants and firms who could then use the money in the times between the investments of priority to offer short- and mid-term loans: many of these loans had terms of a few weeks, months, or even days, and the interest rates were calculated according to these terms, as some accounting books and the chancery records show.[14] This practice also resulted in some unforeseen consequences: although the English merchants were in competition with the French in the period around 1700, the French had no

13 "This leads us to explain a little more to you our late proposition of supplying us with a stock of 20 or 30000 D<ollar = Lion Dollar> for which this first year as we have already wrote you we are content to allow you 12 per cent pro rata for the time it may remain in our hands with the other charges [...] Mr R<adcliffe> has formerly wrote us that you had a Design to withdraw it. Mr Radcliffe has formerly wrote us that you had a design to advise your Brother to let out his mony or a part of it in our hands, which if it may be done upon these Terms we shall be very glad, but if we should promise you a fairer Prospect from the other proposition we should deceive you, for besides the greater hazard you would run in having your mony dispers'd in an hundred different hands we can't see that above 12 per cent could be made of it. Supposing the whole were yearly let out, tho the whole or may be 3/4 could not be recoverd in yearly, & you have offerd us some gain for the Pains & Trouble we should be at when you demanded of us some gain for the Pains & trouble we should be at when you demanded of us What int<erest> we could afford to give reserving a reasonable Profit to ourselves, suppose then we were content with 2 percent this will reduce it to our Proposal or 10 percent only observe by the way that if we did undertake the business or 10 per cent only observe by the way that if we did undertake the business in this method, we could never submit ourselves to the Risque, but in the Method we now propose we take all Hazards upon ourselves & give you as good an interest for your mony. It's true we might cut this argument in these few words 'Srs you demand what interest we can afford to give &c.' We answer 10 percent per an<no> which you would either consent to or not, the same as the case stands at present, but we choose rather that you should fully understand what Grounds we go upon & therefore we beg your patience but a minute longer & we have done. we have offerd you the utmost that we can propose to make of your mony by dealing securely & running no risque, & if this wont do we have nothing left or it but to buy from hand to mouth as Commissions come, which will both be hard to comply with it limited & as hard to give our best & most [...]" (Radcl DE/R/B31/5A).

14 The Treasurer of the Levant Company was noting also the interest sums he had to pay (to individual merchants of whom he borrowed money for expenses) for the expenses incurred during the year for the Levant Company as a whole. The corporation was clearing the accounts only every year, and interest just for the monthly lending rates was around 12 per cent, counting precisely the days, cf. TNA SP 105/177, p. 47.

problem borrowing money from the English. French silk traders in Cyprus depended on English lenders, mostly Constantinople-based merchants. This was to the discomfort of the English Cyprus silk merchants,[15] who were competing with another mercantilist nation fed by capital from their own nation. But this demonstrates that Constantinople, probably due to the greater protection granted by the ambassador, was also the centre of that credit market; vertical and horizontal forms of power and of security production had their roots here.

3.1. 'Passive security': Stabilizing a community through a credit network

The usual documents were *ḥuccets* (ar. ḥujja(t)) and *temessük*s, which the English chancellors usually transcribed as 'Hoggiet' and 'temesuk'. The former was a formal document attesting to an obligation, debt, or other legal-commercial transaction as recorded after a hearing before a court (usually of the local *qādi*, but possibly of any administrative body, even before a Diwan), while the *temessük* was normally a title of ownership, or a document granting property or rights over a certain (im)mobile possession. Both types of document could refer to an obligation in terms of money owed. Usually, both were issued by local Ottoman *qādis*: the trading partners asked the Ottoman authorities for these acts of notification, which also lent a certain creditability in court and provided Ottoman support. Furthermore, this shows how the spheres of jurisdiction overlapped. Merchants, most of all when negotiating with non-Christian merchants, could not rely on the internal sphere of security and jurisdiction granted by the nation and the capitulations; instead, they had to secure themselves within and under the Ottoman legal system itself. The *ḥuccets* were registered into

15 "One general Obstacle more we will mention & conclude, tis that we observe the greatest part of the French Business here is carry'd on by english Credit, most of the Bills they negotiate are drawn by English Gentlemen on Stamboule, you'll say, How can we help this? Tis true you cant direct the Business of other Gentleman, yet me thinks it were a good deed if it could be prevented, & perhaps it might help somewhat if a Register were kept in the Cancelleria for that purpose so that the Gent<lemen> of the Factory that had occasion might by the hands of the Cancelleria do their Business without it being known who furnish'd the mony for the Bills, in such case Mr L<upart> would have given those bills which afterward he refus'd when he know they were to come into our hands & were at last negotiated here by a French Merchant as well as many others, some whereof we guess you would have furnishd the money & sent to us had they bin offerd to you" (Radcl DE/R/B31/3B).

the records of the Ottoman courts (*sicil* registers of *shariah* courts), while official copies of them were handed over to both parties. Individual physical *ḥuccets* surviving today are quite rare,[16] while the probatory records of European merchants prove them to have been one of the most common and important documents, equal to money: as a type of obligation, they were also sold, exchanged, pawned, and given in lieu of cash for other obligations.

3.1.1. Local: Small-scale networking—Latakia in the 1770s

Let us start on the micro-level of credit-networking. I take an example from the end of the period studied here: on August 30, 1778, the English vice-consul of Latakia, David Francis de Bezancenet, died, and the inventory of his household was taken by Dominick Anthonys Sçiperas and entered into the Aleppo chancery registers.[17] Latakia was a small port on the Syrian coast northwest of Aleppo and in view of Cyprus, and it served as the most common local port of Aleppo. In earlier times, it had been a vice-consulate under the Aleppo consulate; later it would be elevated to the rank of a true consulate. The French records show that Latakia in the late eighteenth century was a site of relatively peaceful merging and intermarriage between the French and the British, which was easied by the Huguenot descendance of De Bezancenet who had come from Bern in Switzerland to London, had been naturalized and had become member of the Levant Company in April/May 1774, before being sent as vice-consul (1774–78) to Syria. He was in close contact with John Boddington and Thomas Philipp Vernon.[18] A part of the inventory reveals how Bezancenet had established in Latakia a small-scale moneylending practice, usually against pawns, with several important local Ottoman leaders as debtors: 16 *temessük*, two *ḥuccets* and some "effects suposed to be Pawns" found without notes that would have allowed us to identify the debtor and the credit. All debtors were local Ottomans, mostly Muslims, such as "Ali Effendi Lufty" (23 Dollar and 352 Dollars), "Mustapha Effendi Lufty" (200 D., 15, 17 D.), "Abdel Cader Nar

16 Baldwin (2017: 36 n. 18) gives a set of archival places of some originals to be found for the seventeenth and eighteenth century.

17 TNA SP 110/62 (unfol.).

18 Cf. the marriage contract between Pierre Hypolite Terme marrying Madeleine Charlotte Mourtures, made in the house of John Boddington and signed by several testimonies, among which also François de Bezancenet, June 1, 1778, AE Nantes 348 PO 1.

Ibrahim", "Abdalla Karahaga", and "Mustapha Tannage Asras" as the names were transcribed by the chancellor.[19] None of the sums were higher than 500 Dollars. Among the pawns were Oriental jewels made of silver and gold, silver tongues, and gold rings with precious stones, as well as pistols, several precious glass works, clothes, and normal kitchen items. Latakia was still a smaller trading post for the French and the British: moneylending and pawn brokerage provided, therefore, a way to establish relationships with the local Ottoman elite and might not have differed too much from what is known as inter-Muslim moneylending in other Ottoman cities which were not port cities or strongholds of European influence, e.g. in inner-Anatolia. The studies of Pamuk (2000: 77–87, 2001), Jennings (1973), Marcus (1989), and others all suggest that, in Ottoman trading cities (with or without a foreign presence), moneylending was a frequent practice but always involved one-to-one commercial interactions outside of banks and on a small scale. If we compare the 1,400 credit transactions in Kayseri that Jennings (1973) studied,[20] the practice of de Bezancenet seems quite similar: by adapting and integrating into his environment he secured his position, and, being the nation's consul, also his nation's place in Latakia. There were now relationships of dependency and interest between the Europeans and the Ottomans that could effectively create a local sphere of security in which the merchants were embedded, complementary to the general larger treaties concluded in the central city of Constantinople.[21]

3.1.2. Regional: Proto-banking and real estate, Istanbul, ca. 1700

At the beginning of the eighteenth century, the situation was very different in Constantinople in comparison to the smaller port of Latakia.

The obligations found here in the English probatory records reveal financial transactions far larger than small-scale moneylending.[22] The probatory records of Thomas Savage, a merchant who had died in 1708 in

19 TNA SP 110/62.

20 The *esedi guruş* found in the sources of Anatolian Kayseri should be equivalent with the Lion dollar, and the usual sums are some 10, 20 or max. 100 to 200 *esedi guruş* for individual transactions (cf. Jennings 1973).

21 It is important to remember that the individual European merchants felt very much and were somehow 'weak' and 'dispersed' persons under mighty foreign rule, cf. some contributions in Zwierlein (2022).

22 In the following, I am analyzing some probatory records to be found in TNA SP 105 and SP 110 which have been entered into a database thanks to the DFG *Sachbeihilfe*

Constantinople, show that he—like other Constantinople merchants—had developed a considerable moneylending business and, tellingly again, not with French or other European merchants alone. The majority of Savage's debtors were among the local Muslim elite, which is evident from the titles of rank and honour he used (e.g. 'Effendi' meaning usually the top scribes and legal functionaries, or 'Agha', a variety of administrative post).[23]

Two old Temesucks of the Tutun Emir one for 24,782 Dollar and another for 2,200 Dollar
An old Temesuck of Ali Aga for 4,450 Dollar
Issa Aga Capigee's Temesuck for 1,800 Dollar
A Vizir Aga's Temesuck for receipt of the rent of Mr. Savage's House and the Yali
Hoggiets of Ovanes's Vineyard bought of Mr. Stafford
Temesuck of his Ware House in Galata -
Three Temesucks of the Damgagee Ali Aga for 4,000 Dollar whereon remain due the last of March 1706 1,383 3/4 Dollar
Hassan Effendi's Temesuck for the deceased's House at Adrianople, & another of dito for 1,500 Dollar
Hoggiets for his House in Pera
The Hoggiet of Backi Effendi's House in Stambool pawn'd to Mr. Savage for one year for 1,200 Dollar
A Hoggiet made with Mustafa Effendi Kiremetgi Oglu, he & his wife being Mr Savage's Debitors in 600 Dollar payable in one year from May 1707. Also, his Brother Mehmet Aga for 500 Dollar further the first Hoggiet for 500 Dollar being cancelled
Ismael Aga's Temesuck by 101 Dollar paid him by Pietro di Latola in Salonica

grant GZ Zw 164/7–1 with support by Patricia Scheuch, Sebastian Jeßegus, Felicia Duschek and Marc Widmer.

23 Inventory of the household of Thomas Savage, Galata, Constantinople 9 February 1708, TNA SP 105/179, p. 92, Nr. 45–54, 123, 127, 149, 151 in the list.

Two Temesucks of Abraham a Jew in Constantinople for 170 Dollar lent him by Mr. Carew at Tripoli

Table 1: Selected items from the 9 February 1708 Inventory of household of the British Levant merchant Thomas Savage at Constantinople

As we can see, many of the obligations also concerned real estate; it is not completely evident from the way the chancellor noted the entries whether "Hoggiets for his House in Pera" meant obligations or mortgage-like loans, but a whole house could apparently be pawned for a year. Through a transaction of this kind, Western merchants could come to possess or own real estate. Some important studies by Ottomanists note that "the acquisition of property of houses and soil was forbidden to foreigners in the Ottoman Empire until the 1860s" (Schmitt 2005: 243), but other Ottomanists insist on the contrary that:

> During the 1750s, a thousand or more residential properties changed hands annually [sc. in Aleppo.] The residents enjoyed open access to ownership. The law recognized the right of all free individuals, regardless of age, sex, religions, affiliation, class, or origin, to acquire and own real property; even the European merchants in the city owned houses and other real estate (Marcus 1989: 188).

This question—the legality of acquiring property by foreigners in the early modern Ottoman Empire and the means by which foreigners came into such property—remains, in view of the existing literature, an open one which might be worth deepening here a bit, switching for that from the British to the French merchants.[24]

The basic right to live in a *khan* in an Ottoman city like Sidon or Acre in Palestina was established by the annual payment of rent to the agent of the private owner, the *waqf* or (in the case of the consul's house) the state treasury of the *paşalik* of Damascus. So, in terms of Islamic law, the real ownership of the *khan* was not in French hands. But aside from the annual rent paid by the French nation and the consul as a whole, the merchants behaved inside the *khan* as if each room was their property according to French civil property law.

24 One could show similarly the use of Common Law language in the British records but the French civil law is still easier to individuate on what concerns legal terminology and was slightly more raffinated.

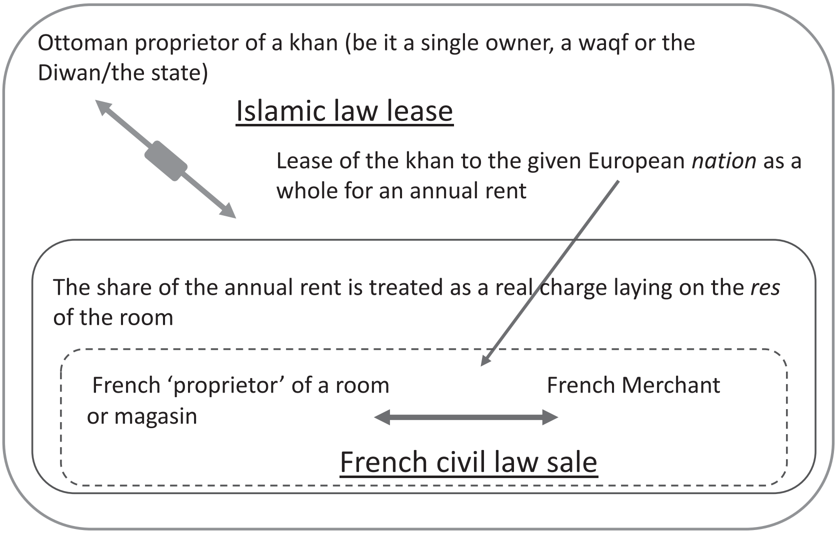

Illustration 2: Scheme of a French contract of selling a room in a khan building in Sidon under Ottoman rule around 1724

This is evidenced by the contracts of sale of the rooms, which were registered in the French chancery register *not* as a lease, but as a full contract of transfer of ownership, tracing the former owner from whom Siau had acquired the rooms (merchant Antoine Brés).[25] The amount of the purchase is noted, as well as the transfer and receipt of the money and Beaussier's investment with the full access to the rooms (the double *traditio*). Siau assures Beaussier that he will be free of any claims or charges eventually made by Brés or the creditors of Brés, meaning that if there would be any hidden debts or claims that might only be discovered after the act of purchase, only Siau would be liable for them: the wording follows the typical form of French notarial *formulaires*.[26] The chancellor Galerneau who has registered this document did in fact possess a copy of de Ferrière *La Science parfaite des notaires,* although we do not know anything else about his training before coming to Sidon.[27] The wording thus fulfills the criteria of Roman

25 AE Nantes 633 PO 1 n. 51 (1722-1725), f. 165v-166r.

26 The closest *formulaire* is 'Vente de Maison' in Ferrière (1715: vol. 1, 335f.). Cf. Poisson (1990).

27 *Enregistrement de l´Inventaire de la Chancelerie du Consulat de Seyde et de l´Inventaire des hardis & meubles de sieur feu Galerneau chancelier* (5 January to 13 March

law for an *emptio venditio*, namely that the vendor must deliver "*vacuam possessionem*", i.e. "free and unimpeded possession", and that he must "maintain the purchaser in undisturbed possession and enjoyment of the object [...] his *uti frui habere possidereque licere*".[28] In two places, however, the contract reveals that the *res* sold and purchased is not absolutely free from real obligations. First, Beaussier becomes responsible for the repairs of the rooms, so something like a real obligation of maintenance lies on the rooms. Second, the contract also describes the transfer of the obligation to pay the 'rente' of the rooms to the master of the *khan* or his fiscal farmer: this shows that the French were certainly aware being obliged to pay the regular rent to the Ottoman 'main proprietors', but also that they did not conclude contracts of sales or lease with the Ottomans themselves. Instead, they treated the obligation to pay the share of the lease as a real obligation or charge laying on the *res* of the rooms. They apparently treated this obligation analogously to the sale and purchase of real estates in France which involved some feudal rent obligation payable to the church or to a seigneur.[29] In this way, the French were intuitively using a mixed type of sale and a half-private, half-feudal concept of ownership which had its variations in Europe since antiquity though mostly with regard to land (from the lease in perpetuity of *agri vectigales* to the *jus emphyteuticarium* or peasant 'ownership'—forms of heritage lease); humanist lawyers like Cujas were summarizing the tradition rather than inventing something new here when they distinguished between full property, quasi property and the *ius libellarium* for peasants' perpetual lease as opposed to *dominium utile/directum*.[30] On the one hand, French civil law already recognized that the contract of sale was concluded by mere consensual agreement between vendor and purchaser[31]—though the notarial *formulaires* typically contained all formal parts of *traditio*, price, and exclusion of liability for eviction. On the other hand, the notion of ownership itself could have characteristics close to the medieval and early modern feudal division between *dominium*

1730), AE Nantes 633 PO 1, nr. 53, f. 434r-449v, here 444v, Section *Effets du Sieur feu Galerneau*: "la Science Parfaite des Notaires vol. in 4°".

28 Dig. 18.1.78.1; Dig. 45.1.38; Dig. 19.4.1pr; Dig. 18.1.25.1; Zimmermann (1996 : 278).

29 Cf. the similar *formulaire* ´Vente de Maison à la charge de Decret´, Ferrière (1715 : vol. 1, 340); Domat (1695 : Livre prélim., tit. 3, sect. 2, nr. 4, p. 64f.).

30 Ad Dig. 8, 2, Cujas (1779: 372-375) – one of the rare cases where Cujas is transcending the times of antiquity even beyond emperor Zeno´s introduction of the *ius emphyteuticarium*; cf. Zimmermann (1996: 358f.).

31 "La vente s'accomplit par le seul consentement", Domat (1695 : liv. I, tit. II, nr. 2, p. 123).

utile and *dominium directum*, whether for a house or a *boutique* in the city of Paris. This could easily be adapted to the situation in the *khan* and one could sell and purchase the rooms within a sphere of quasi-autonomous French civil law. The jurisdiction of those contracts of sales and the ownership could remain an internal French issue. There might be cases where the Ottomans imposed their rule or where the pasha or the *qādi* had the last word when trouble became too big or when Ottoman subjects were more involved, but as long as the French nation(s) continued their legal practice in peace, the Ottomans simply had no interest in intruding into that 'French civil law bubble', which had emerged by and through the practice of the French.

A second example of a contract from December 2, 1724, concerns the sale of a single house outside the *khan* in Acre between members of the French nation:[32] this is interesting insofar as one would normally assume that some act of Islamic law would have been necessary to complete this transaction, but none is mentioned, nor is any previous such purchase mentioned in the text of the deed of sale. Instead, the selling individual, Joseph Maifret, is merely recognized as the owner of the house and does not seem to have any rental obligation to an Ottoman.[33] Both the vendor and purchaser simply rely on the French chancery to register the transfer of property, and no *ḥuccet* or *temessük* is asked for or mentioned. They claim and want it to be recognized as a 'public contract'.

Documents like this are a bit irritating in view of the historiographical discussion about the permission or prohibition to purchase property on Ottoman soil: we might speculate about what would have happened in cases of conflict about the ownership, in cases of indebtment of one of both to an Ottoman who would then claim the house for reasons of outstanding repayments, or similar cases imaginable. How, then, would a *qādi* have decided about the status of ownership given that French chancery documents were not formally recognized before Ottoman courts and could have had only the status of something like a testimony? Since there is no such conflict mentioned with regard to this house, this remains speculation, but the document bears proof of the French's growing confidence in their own consular administration and in something like a semi-autonomous sphere of French civil law which was invisibly growing beyond and below the Ottoman rule—for the French merchants, it seems to have been 'sure

32 AE Nantes 633 PO 1 n. 51 (1722-1725), f. 386v-387r.
33 Maifret was one of the rare French merchants born in Syria (in 1684).

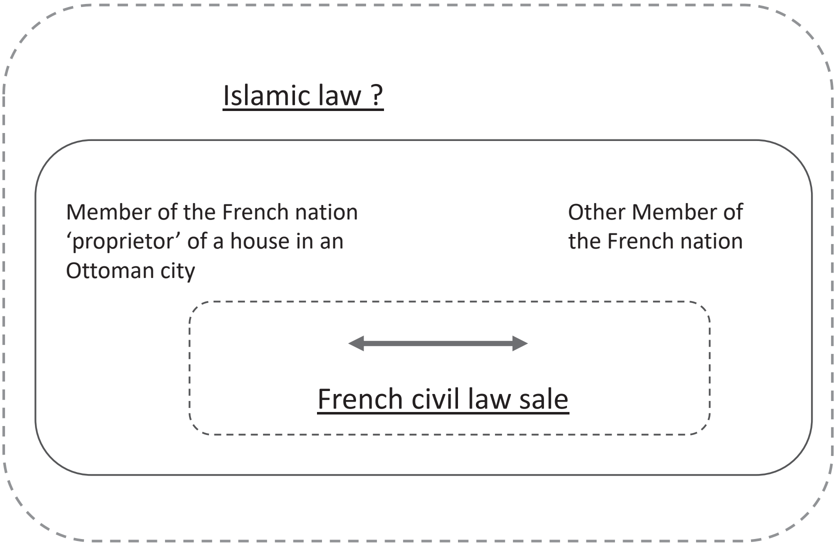

Illustration 3: Scheme of a French contract of selling a house in Acre outside of the khan in 1724.

enough' to register such a property transfer only in the consular chancery at that moment. Maybe they just tended to avoid the fee payments to the Ottomans.

Both types of contract show that the French chancellors on Ottoman soil more or less followed familiar forms as they were found in the practice of French metropolitan notaries: the formular with the enumeration of words for the 'transfer of property'; the exact mention of the transfer of money and object or of the key giving access to the rooms (*traditio*) (Domat 1695: 129), the explicit mention of the real estate being free of obligations, liabilities of evictions, mortgage-like charges and the formulation of the guarantee of the *possessio vacua* free from any conceivable claim that might arise on the part of the seller because of the latter's economic and legal past; the tracing of previous owners; and, finally, the formal naming and signing of the testimonies and the chancellor—all this shows the notarial function of the consular chancery (Bartolomei 2016) and the degrees of this emerging semi-autonomous legal sphere of French civil law, similar to the cases of the other Western nations and their legal practice under Ottoman rule. This was *not* a practice of '*mixed* law' or '*mixed* legal practice and jurisdiction': no French applied Islamic law, no Ottoman applied French law (the *Ticaret* commercial courts were not established until the *Tanzimat* period after 1839). The early modern legal spheres were coupled and only partially intersecting for centuries, as will also be shown in a third case below.

For the purposes of the proposed investigation of the relationship between credit instruments and security production, it is most important that, as we can see from Savage's probatory record, by economizing the value of the property, the merchants entered quite easily into such zones of economic activity beyond trade with silk, cloth, pepper, ash, jewels, and other mobile goods. Through their credit and security obligations, they were reaching into the real estate system (by buying and renting houses, or taking houses as mortgage or other forms of security). As soon as an Ottoman mortgaging money lender was unable to repay his debt, the Europeans became the owner—in such cases even protected by the *ḥuccets* and *temessük*s valid under Islamic law before the *qādi*. Later, the original non-European ownership was forgotten. They tried also to ensure it by European law under the umbrella of Islamic law. These offers of credit and forms of property purchase allowed merchants to penetrate the borders of legal rights connected to Ottoman sovereignty and supersede the formal status of the British and French as foreigners, slowly establishing a 'real power' that reinforced their position. Now, when negotiating the next reformulated version of the capitulation privileges, they were certainly still asking as foreigners for a privilege from a sovereign, but they were already creditors of a large number of members of the elite of the city and eventually of courtiers—that fact made a significant difference.

When, on September 13, 1712, one of the immensely large fires typical of Constantinople destroyed large parts of Pera and Galata, the firm Wooley & Cope went bankrupt.[34] Some books were saved by throwing them into the cistern,[35] and the more precious business papers, jewels, and some other items were brought into the chancery. The fire caused the bankruptcy of the firm and resulted in the preservation of quite a large assemblage of active business papers, including many *ḥuccets* and *temesuks* with large sums noted. Like De Bezencenet in Latakia, Wooley & Cope were also managing something like a pawn bank similar to a *monte di pietà* (although

34 On fires in Constantinople see Zwierlein (2021: 396–401). We find no mention of that particular fire in literature. No other large city was threatened as dramatically as Constantinople in the early modern period, probably on a level of global comparison.

35 On the library of Wooley & Coope cf. Zwierlein 2025/6b, forthcoming.

surely for less charitable interest rates). Valuable weapons, silver and gold items, precious stones (e.g. diamonds, sapphires, etc.), and other similar items served as pawns, though it is not clear from the inventory whether the pawns remained collateral (i.e. belonging to a liable borrower) or whether they had become property of the firm in 1709. The roughly 60 obligations (*ḥuccets, temessüks*) amounted to some 176,988 Dollars.

This was an important sum:[36] the gross export of manufactures of the whole Levant Company in 1715 was about 164,522 Pounds (Ambrose 1932: 348),[37] which means about 800,000 to 1,000,000 Lion Dollars, depending on the exchange rate (Davis 1967: 194f.).[38] The value of those obligations in Wooley & Cope's *scrittore* was therefore equal to something like a fifth of the yearly export value of the whole company. In order to compare this with housing prices, we may take Marcus' numbers for the prices of homes in Aleppo at a slightly later time. The total value of the 1,284 residential properties sold between June 1750 and May 1751 amounted to 361,317 Piastres, the Piastre being the Turkish equivalent to the Lion Dollar, differing slightly but not too much from the latter in value: Wooley & Cope's 'credit power' was therefore more or less the value of about 600 houses in a city like Aleppo (Marcus 1989: 190).[39] We might extrapolate this to the rest of the company, which consisted in the first and second decade of the eighteenth century of ten principal houses with ambassador, consul, chancellor, and good number more of minor partners, apprentices, dragomen, and the chancellor who worked for the firms. Since we do not have probatory records for all of them at a given time, we can just roughly estimate their outstanding loans as a multiple of the Wooley & Cope credit sum, but the English nation at Constantinople was at that time likely a

36 TNA SP 105–179; 163–173 and 441–443.

37 The value of long clothes, short clothes exported from England to the Ottoman Empire added. Talbot (2017: 73) gives an average of 279,800 Pounds for the annual imports from and 172,650 Pounds for the exports to the Ottoman Empire (for the 20 years 1704 to 1723, divided by 20). His numbers are based on the Custom records; Ambrose's numbers are based on Charles Whitworth (himself relying on custom records) and BL Add Ms. 38349. Talbot (2017: 74) gives total volume and balance numbers which are well corresponding with Ambrose, Appendix II.

38 One pound equaled 5 to 8 Dollars around 1720, but the exchange rate was quickly changing.

39 See Davis 1967: 189f. for the issue of currency, value and exchange rates. I have no contemporary house prizes for Constantinople at hands, but this serves here just the purpose of giving a general feeling for the sizes and the importance of the nation as credit lender.

creditor of about 1 million Dollars on the local credit market or the value of a small city in terms of real estate value. The French were more in number, perhaps sometimes a little bit less potential on the credit market, but strong on the real estate market, most so after 1700.

As far as I know, there is no comprehensive overview of the total credit 'market' in Istanbul around 1700 which would allow us to estimate the share that the foreigners held, but it is clear that English merchants' lending in the Ottoman capital was different from the small-scale practice of De Bezencenet in Latakia and in other cities (above, 3.1.1.). The Europeans seem to have begun lending money in Constantinople on a larger scale, mid-way between the personal practices already established in the Ottoman Empire and the specialization of real banking services. That several *ḥuccets* were signed by persons in other places (Aleppo, Smyrna, etc.) shows that a firm like Wooley & Cope provided banking services within a broader Mediterranean space using the close connections between the factories. After several decades, the English nation represented an important financial power in the credit market in Constantinople. Eldem (1999: 174–202) has studied the tendencies "toward immaterial forms of trade" as an early form of *Commerce de Banque* for the French nation at Istanbul and has shown how the French were likewise very active in importing currencies and coins into the Ottoman Empire and making profits on the exchange rates, an activity which also resulted from the Ottoman price revolution and the depreciation of the Ottoman Piastre.[40] He did not study the role which the French would have played as money-lenders, but it is highly probable that this was similar to that of the English, though fewer French probatory records with such a detailed list of obligations survived. The British, the French and the Dutch, who were also the most important treaty partners for the capitulations, quickly developed a fine web of dependencies and a credit network in the urban societies in which they were established—and this had, on the functional side of this economic strategy, the important result of 'horizontal security production' for the individuals as well as for the collective.[41]

40 Refer to Pamuk (2001) on the price revolution.

41 We are lacking correspondence and other sources for most of those merchants, except the letters sent to the company's board in London, for which we possess an inventory. Some larger records (Radcliffe, Sherman's correspondence with the SCPK, some letter bundles preserved as attachments to court records because of legal litigations) remain but in comparison to what we estimate once existed, this is negligible. That is

3.1.3. 'Active Securitization':[42] using credit power and French civil law for politico-confessional politics, Aleppo ca. 1720s–1740s

The general tendency of the credit relationships and networks described above seems to have been defensive or passive, meaning that the English merchants lending funds to serve the interests of the Ottoman elite were perceived as helpful and useful in a very individual and direct form, such that their stay in the Empire and their other business were easily tolerated. The power of credit stabilized the situation of the nation abroad and lent security. Different from this use of credit power was a more active, more political one that we can observe forty years later in Aleppo. The probatory records of the deceased Rowland Sherman show that this important and wealthy merchant, who stayed for a very long time in the Levant, had developed a more restrictive and selective form of moneylending. He was lending large sums but mostly to Eastern Christians, members of the Armenian community, the Greek Orthodox patriarch of Antioch in 1724 (Silvester—elected in situation of schism opponing Cyril VI as the catholic-Melkite counter-patriarch),[43] and Armenian bishops, and Jews, but evidently only very rarely to Ottoman Muslims: this offers proof that the English merchants in Aleppo enjoyed a high level of security, whereby the function of stabilization which, as seen above, had been necessary in the period around 1700 in Latakia, was now less called for. Only some years ahead of the War of the Spanish Succession, which would have reper-

why, only in rare cases can the credit relationships be related to a more fine-grained picture of every-day life in Constantinople.

42 For preventing the reader from misunderstandings because of *faux amis*: within financial terminology and the sociology of finance/financial systems, under 'securitization' one would understand that certain values, for instance certain loans, are transformed into marketable 'securities' in the sense of mortgages or values secured by state banks (cf. e.g. Carruthers/Kim 2011: 241–243). In this paper, I do not refer to this technical concept of security/securitization (which, by the way, has already its parallel in the source language: 'securities' do appear like that already in the early modern merchant papers and letters). I rather use the politico-sociological term which has been adopted by historians for macro-scale processes of establishing spheres of security within different sectors of society (Wæver 1995; Buzan et al. 1998; Daase 2012: 403f.). By that, I am rather interested in the (politico-social) securitization function of economic systems and communication (of which the narrower economic communication of securitization/dealing with security papers might be one small micro-element).

43 See Zwierlein (2020a) on the schism with further references (Heyberger, Girard, Pachenko and others).

cussions in the communication between Aleppo, Basra, and the Indian Ocean and Atlantic theatres of the war, the presence of the English 'empire' was felt abroad, and Sherman was already 'safe' enough. Sherman could now secure others with the credit power he was disposing of: the security shield of the credit network was used in an active, even aggressive, form to protect certain groups and their status in the region for theologico-political purposes. Sherman was involved in anti-Catholic and thereby anti-Melkite struggles: he was certainly counting on interest payments, but he was lending money to Silvester just in the moment he needed it to bribe the Ottoman local powers such as the Pasha of Damascus to lend their forces against the followers of Cyril VI Tanas. The Armenians were strong in the silk market and in the caravan trade towards the Red Sea, the Arabic Peninsula, Persia and beyond, towards India (Aslanian 2011; Baghdiantz McCabe 1999; Bhattacharya 2005). We certainly find them often in the records, as collaborators, brokers, and individual debtors,[44] but it is remarkable that their religious leaders appear early in the English records: Wooley & Cope and a member of the other Protestant nation, the Dutch merchant Reyger, had accepted a 'pawn box' by the Armenian Patriarch of Jerusalem Minas III in 1699 as security for the important sum of nearly 22,000 Dollars. Then, the successor Matteos took over this obligation in 1706.[45] Sherman extended credit to the Armenian Bishop Mikhail of Aleppo as early as 1722,[46] to an Armenian priest in 1736, and he was still serving this function together with Heatly Carew from the nation in the years 1742 to 1746.[47] As credit partners, the Armenians' relationship with the English mirrored that of the Maronites with the French in many places[48]—and this was backed up by an alleged elective affinity of the religions. Supporting their religious community was serving clearly theologico-political *as well as* financial purposes. As has been shown by several studies, the Anglican interest since the late seventeenth century in active missionary work rose to counter Roman Catholic activities. They never achieved the same religious-political power

44 Inventory of the household of Thomas Savage, Galata, Constantinople 9 February 1708, TNA SP 105/179,: 92, Nr. 75 in the list.

45 First inventory of the firm Wooley & Cope, 22 July 1709, Constantinople, TNA SP 105/179: 163–173, room 10, item 38 and following.

46 Inventory of the household of Rowland Sherman, Aleppo, 21 January 1747/8, TNA SP 110-73-2 (7): 184ff, entry Nr. 342 in the list.

47 Ibid., entry Nr. 363.

48 Commercial relations between the French and the Armenians were established early under Richelieu, but were less stable and lasting (with their community in Marseille) than with the Dutch and the British worldwide.

in the Levant as the Catholics, not only because their trade decreased after 1740, but also because efforts of the Sacred Congregation for the Propagation of the Faith (*Propaganda Fide*) were nowhere stronger than in the Middle East, the region for which, in its very early beginnings (1599/1622), the cardinals' Congregation had even been founded. The French consular system and the French merchants backed the Catholic cause, in the case of the Melkite-Orthodox schism of Antioch, they were supporting Cyril VI Tanas. This Melkite patriarch of Antioch estimated in 1745 the cost of the schism on his side alone at circa 400 Purses, something like 230,000 piastres (or 200,000 Kuruş or 24 Mio. Akçe) as he noted in his *defter* Mansi (1911: 385; 394)—having quickly access to liquid money for bribing, negotiations, ransoming captives was very important and the French were one of the most helpful partners in the region: this served their own stability and security, as it served the Eastern Christians. Beyond lending money, the French used also, again, legal techniques to 'confessionalize' what I have called above the 'bubble' for French civil law beneath the roof of Ottoman Islamic law.

Another contract, registered on April 27, 1724, in the chancery records of the French nation at Sidon concerns a donation to Ottoman subjects, namely the Greek Catholics ('Melkites') of the Convent of the Holy Savior, founded in 1709–1712 by Aftīmyūs Sayfī, the Melkite archbishop of Tyre and Sidon.[49] The donors are two French merchants and their companies: Pourrière and Barles[50] had purchased the house in question from Aftīmyūs according to the forms of Islamic law, using the procedure of registering the purchase with the *qādi* and thereby receiving a *ḥuccet* as proof of the purchase with the price. There must have been an entry in the Sidon *qādi's sicil* register. For the second legal act of a donation registered in the French chancery, no further act before the Ottoman authorities is mentioned, so

49 AE Nantes 633 PO 1 n. 51 (1722-1725), f. 271v-166r. Aftīmyūs, Eftimios or Euthymios Al-Sayfī, born in 1643, ordained in 1668, had been consecrated as archbishop in 1683 and had died in 1723. He was a leader of the 'Melkite' strand of the Greek clergy aiming for theological union with Rome. Since 1687 he had started to form a new monastic order, the Salvatorian Basilians, to whom the Druze emir Ali Janbalat had donated that Monastery of the Holy Savior in the mountains above Sidon (Dayr al-Mukhallis, Libanon, close to Joun) which was to become "the principal training ground for generations of Melkite clergy" (Haddad 1965: 105; Heyberger 1994: 121).

50 Barles was born in 1676 and living since 1704 in Sidon, Jean Pourrier was born in 1683 and only since June 1717 in the city; one of the testimonies of the contract was the Maronite Ibrahim d'Anna who was the third *drogman*.

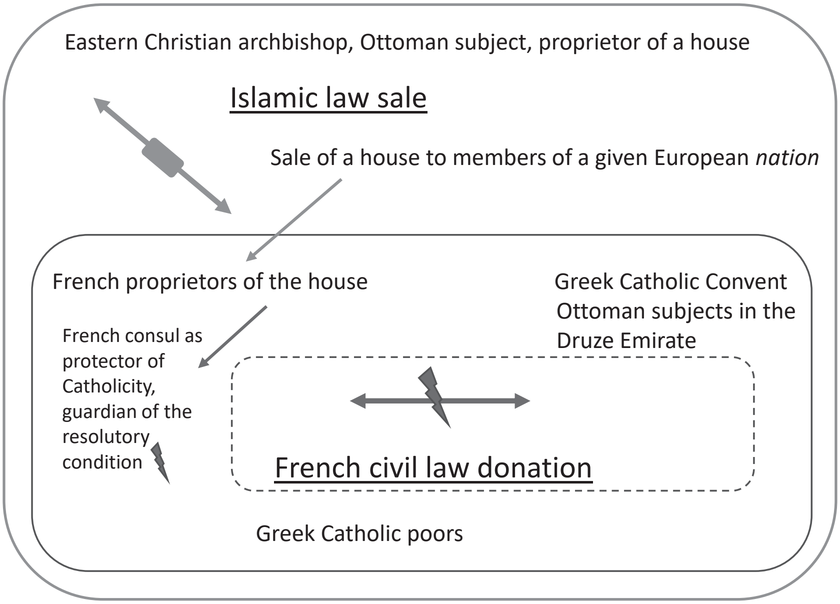

Illustration 4: Scheme of a French contract of donation of a house and its rental revenues to a Melkite monastery with a 'confessionalizing' conditional clause to remain catholic

we must conclude that, from the point of view of Islamic law, the French merchants remained the owners of the house. But then, according to the French civil law practice in the French nation, they donated it back , not to the archbishop himself, who had died in 1723, but to the Melkite convent he had founded which was to enjoy the income from the rents and other revenues that could be obtained from the house. In the form of a civil law donation, the content of the contract is something like a pious Catholic foundation. This was done by including the resolutive condition (*conditio resolutiva*)[51] that the monks and inhabitants of the convent using the house should remain firmly with the Catholic Apostolic Church. This refers to the fragile situation at the time due to the schism in the Patriarchate of Antioch —Aftīmyūs was Seraphim's (Cyril VI Tanas') tutor and educator and the contract mentions the fact of the 'schism' in the eventual reverse direction,

51 Ferrière (1715: 119): 'Des clauses resolutoires & des Clauses penales apposées dans les Contrats'; Dig. 18.3.1, Dig. 18.1.3.

indicating that the Melkites would return to Greek Orthodoxy despite it being deemed 'schismatic' from the Roman and French point of view.[52] Evidently, the French merchants supported the Catholic cause in the region against the opposing Orthodox with their financial power. The legal envelope for this is that the French remained the owners of the house in terms of Islamic law, and in terms of French civil law they empowered the consul to watch over the resolutive conditional clause of their donation, registered only in the French chancery. After the death of the two donors, or whenever they returned back home to Marseille, the monks of the Holy Savior could well file a lawsuit or appeal to the consul if a French merchant or any other person contested their rights to the house: in terms of French civil law, the donation was made, and the monks could even defend themselves against Pourrière and Barles as owners according to the French law, who could not reclaim their former house if, for instance, they went bankrupt and needed money. But the convent could not bring a case before the *qādi* because there was no transfer of property rights in terms of Islamic law, and there was no *ḥuccet* that they could produce naming the monks as the new owners of the house. Thus, this double-layered legal act created a situation in which the Melkites, under the umbrella of the consul's protection, were embedded in a sphere of application of French civil law, and the French consul had the power to withdraw the property if the conditional clause of catholicity was broken. As a last resort, he could do so with the help of the Ottoman authorities, since, according to Islamic law, he was the representative of the French merchants whose names appeared in the *ḥuccet* documenting the purchase from Aftīmyūs: this is a tricky construction. *Waqfs* and *waqf*-like endowments could also be established by non-Muslim subjects of the Ottoman Empire, but a guardianship over the 'correct' (non-Islamic) faith to be continued by the usufructuaries of its income in the form of such a resolutory condition would not have been easily entered directly into a *ḥuccet*. And how could and would the *qādi* have decided and controlled the fulfillment of the clause?—an Ottoman judge never materially intervened in matters of religion and faith of non-Muslim communities under Ottoman rule. The role of the French king, his ambassador, and the consuls as protectors of the Catholic religion, granted by the sultan's *ahdname* on a level close to international law, was thus introduced into this kind of civil law contract and projected into something like the role of a

52 Zwierlein (2020a: 161–167) for a small overview; Heyberger (1994) for the whole situation.

procurator, executor or tutor who presided over this clause. The macro level was mirrored at the micro level. The coupling of Islamic property law and French civil property law empowered the consul in case of conflict.

In Cyprus, the collaboration of the French with the Maronites had important financial aspects (dowries of Maronite wives as starting capital),[53] collaboration in the silk market in competition with other Europeans as well as with the Greeks on the island. In Aleppo, the overlap and conscious linkage between the financial and the religious field belonged to a new form of confessionalized power-play in the region during the schism that would endure for decades. We might not speak of 'Armenian-Greek-Orthodox-English' against 'French-Maronite-Catholic-Melkite' blocs visible in the churches as well as in the accounting books, since the situation was too complex to speak of 'bloc'-like formations. However, some tendencies in this direction are evident from the records—and this means that the character of producing and using financial strength, of securing and securitizing certain goals, and of the collaboration of chosen communities was very different in Constantinople around 1710–20 than it was in Aleppo around 1720–40.

4. Conclusion

To conclude, I will draw some generalizations regarding the interwoven and inter-related forms of security production which I have empirically reconstructed here. In doing so, one gains an element of abstraction and thus of usability and adaptability within interdisciplinary contexts, but one loses some grains of empirical truth.

First, 'vertical' level of security production by international law: there is a well-established consensus that the emergence of the episteme as well as the sphere of international and early modern public law between the fifteenth and the eighteenth century (from the Italian state system to the Early Modern European inter-state system) was part of a process establishing zones of security and securitizing internal state affairs as well as inter-state relationships—though, of course, this overall process was threatened by the dialectics of the always reemerging opposite between war and peace

53 Intermarriage and dowries with and of the Maronites were crucial for the establishment of the French merchant colony on Cyprus, Zwierlein (2022); some hints in Thukydides (2002: 23–25, 58–61).

(Zwierlein 2020c: 186–241). In a (very!) broad view, the Ottoman Empire remained largely excluded from the practice of international law on many levels or was conceiving of international relations still differently than the Western powers. The drift eastwards of the international system was becoming stronger with the Austrian-Russian-Ottoman war at the shores of the Black Sea and the Treaty of Belgrad (1739) (cf. Zwierlein 2025a), but until the end of the nineteenth century, the question of the place of the Ottomans in 'the system' remained debatable. The sultan kept no ambassadors at the other courts, and there were only some sporadic and ephemeral envoys or 'embassies' by representatives of the Muslim states to European courts in the seventeenth and eighteenth centuries—not to be underestimated, but also not to be overemphasized. The sultan was not, in political terms, an accepted negotiation partner at large peace congresses of Christian states until the end of the nineteenth century, and the confrontation with Christian states on the terrestrial borders continued to be settled in terms of local bilateral truce agreements. The capitulation system with the Porte as it emerged in the seventeenth century (along with its precursors such as the French treaty of 1536) partially integrated the Ottoman Empire into this Western European sphere, but the content of the capitulations was always restricted to the regulation of the commerce of Western merchants in Ottoman territory. Though the sultan accepted the French king—at least in the French translation of the Ottoman documents made after the 1604 capitulation—as a mighty 'emperor' on more or less equal terms, the rights granted to the Western merchants in the Empire were conceived of as unilateral privileges granted by the sultan to foreigners addressing their own lord; it was not a bilateral peace treaty such as, for instance, the Peace of Cateau-Cambrésis between France and Spain (1559) or Vervins (1598); the multilateral peace treaty of Westphalia (1648); or the eighteenth century international peace treaties. The commercial needs of the expanding economic sphere—though much entangled with the political and legal systems—demanded forms of securitization in those fields where Ottoman politics remained largely in the form of 'loose coupling' with European politics. Therefore, the capitulations can be conceived of as pre-adaptive 'structural couplings' between the European politico-economic field and its Ottoman counterpart, and they thereby established subsystems, institutions, and internal translation rules (European legal acts had to be translatable for Ottomans, though the Ottomans did not 'see' them before their courts).

Structural couplings always create 'security' insofar as both coupled spheres or 'systems' can expect certain regular forms of interaction and communication over time.[54] We should be careful, however, not to overstress sociological systems language and approaches here, since this entails the bias of teleological developmental narratives and since all situations were not really 'differentiated' in early modern times, neither with regard to the political, legal, or economic system in Europe, nor in the case of inter-Ottoman communication. However, for the purpose of interdisciplinary communication, one can translate the historical world into those narratives of 'partial differentiations', of establishments, of 'structural couplings', etc.

On the second 'horizontal' level of security production by the means of the established credit network, I have shown three forms which deserve, as far as I can see, additional attention in research:

1) The small-scale moneylending practices which secured each consul and each small merchant nation abroad within their local community.

54 Structural couplings are a security production tool for inter-system communication. This would be my statement. I am aware of the complex terminological discussion about 'structural couplings' in opposition to 'operative couplings' (Luhmann 1995: 440–495) and that, within orthodox sociological systems theory, the emphasis is on the couplings between two functional social systems (such as contracts or the freedom of contracting between economy and law). Sure, the Ottoman Empire *is* no 'system' in sociological terms and the Ottoman economy is not 'the economic system' in terms of the orthodox systems theory of functional sub-systems of the world society as an aggregate of such functional systems. However, just as Luhmann himself had transferred the term from biological theory (Maturana) and the relationship between biological autopoietic systems, I feel free here to 'loosely' adapt this idea to the phenomenon that, under the umbrella of Ottoman rule, sub-units of communications (even 'institutional arrangements') like the merchant colonies or the confessional-ethnic communities (like the Armenians or Greeks) are created by way of legal privileges (*ahdname*). From that moment on, they behave quite independently in their internal linguistic, legal, and economic forms of communication and must only partially 'translate' into Ottoman terms insofar as the subsistence of the whole is in question. Thereby, the French can register French contracts in French law into their registers on Ottoman soil, though this is binding only among themselves and no Ottoman would recognize this in any Ottoman *qādi* court—it would be just some paper with foreign ink signs on it without any legal value. But *among* the French it can create legal obligations: So, this sub-unit of communication becomes partially independent by granting its physical presence in the Empire, though the sultan would always maintain that as far his rule is concerned, only Ottoman law is in force in the Empire: For him, it is enough that, by way of the privilege, he is partially granting freedom of communication; this is the legal act he is 'seeing'.

2) The larger-scale credit practices visible in Constantinople or as part of a network between the larger European factories and nations in the eastern Mediterranean, which slowly and tentatively linked these forms of credit giving and taking to the emerging Financial Revolution of which the trading empires were an essential part. European merchants' expansion into the real estate market of the Levantine cities, at least in the form of obligations and mortgaging, was important and had securitizing functions for them within their environment.
3) The use of this 'credit power' for active politics, lending the security functions of credit to Eastern Christians.

This active form of credit politics built upon the former two 'passive' forms, but transformed it into a tool of intervention in the Ottoman Empire beyond peaceful cloth and silk trading.

All three of the levels of interaction surely depended on the reciprocal acceptance of money as a medium of communication between Christians, Muslims, and other inhabitants of the Empire. Here, I cannot summarize all of the sociological reflections which have been made since Simmel on the meaning and impact of 'money' within a socio-historical narrative of differentiation and of 'developmental steps' between civilizations and societies.[55] Money as a 'symbolically generalized medium of communication' always presupposes the condition of translatability (whether in the form of coins, credit, a registration system, or otherwise) and only in this way creates the possibility of credit as a futurization of positive or negative values. The limits of the small-scale, though widespread, practice of moneylending which was the norm in the Ottoman Empire, especially in the cities of the Anatolian or Egyptian hinterland, show that personal communication, the exchangeability of 'real coins' for goods and vice-versa, and rather short-term forms of credit (small-scale forms of economic timescapes) prevailed. Under such conditions, the Europeans inserted themselves, by way of the medium of money, into this level of society as trustworthy, reliable communication partners within the same limits of economic timescales, value amounts, and abstraction. The translatability of money into real goods remained an important aspect. The function of this communication in

55 "Solche Zusammengehörigkeit zwischen Personalität und dinglichen Beziehungen, wie sie jenen naturalwirthschaftlichen Zeiten eigen war, löst die Geldwirthschaft auf. Sie schiebt zwischen die Person und die bestimmt qualificirte Sache in jedem Augenblick die völlig objective, an sich qualitätslose Instanz des Geldes und Geldeswerthes" (Simmel 1896, 1992: 179).

terms of 'security production' is not measurable as such, but one might use a rough estimate of 30 per cent economic, 70 per cent securitizing function: inclusion, acceptance, and relationships of trust have securitization effects for the money-possessing partner facing the less liquid but otherwise more powerful partner.[56]

The second level shows that the European economic system, which was itself undergoing an important moment of differentiation (i.e. the Financial Revolution) established partial structural couplings with the elite part of the Ottoman empire. Different from the first level, this one has an impact in terms of power balances. Since the largest part of the money circulating (and of the metal used for coining) within the Ottoman long-distance trade markets was imported from the West, the infrastructure of banking and all other forms of Western financial practice created not the same, but, in the long-run, partially similar effects at least in the leading cities and particularly in Constantinople. The differentiation between economic and political communication in Europe and the non-European colonial or extra-European markets itself created new forms of unexpected dependencies. Governments, state bureaucracies, and military apparatuses were increasingly dependent upon the banking and credit systems for quick cash flow, not only from the improvement of fiscal tax extraction. The North-Weingast thesis was just a way to say that the English parliamentary monarchy had found an institutional form for rooting trust and expectations within the constitutional arrangement of the country itself in such a way that the

56 Most of the merchants' profits were resulting from their trade in cloth and other goods between Europe and the East. The Merchants would not have come from London to Constantinople *just* for small banking transactions. A large functional 'percentage' of money lending can therefore be attributed to the production of security. As a historian, I ask for patience that I try not to find, digest and apply all arguments already present within sociological discourse on such 'security functions' of economic communication. In historical research, the argument seems seldom present (at least as far as I know the literature, cf. Zwierlein 2020b). I just note by way of terminological comparison that, today, 'economic security' is typically discussed with regard to the national framework (the national economic security, the safeguarding of the economic system for the sake of national security etc., cf. Dent 2001: 4–9; Kessler 2011: 199–201; Adetiba 2017). Here, I am instead arguing, from a bottom-up point of view, about the impacts and functions of individual or a couple of communication activities with economic content on the security level. This serves to dismantle the notion of security from its link to the state in general (from state security to human security) for the purposes of historical analysis: Since the economic system has a security function and impact upon the nation-state (classical 'economic security'), every economic relationship has a security function and impact upon an individual.

political system's dependence on the economic system was mirrored in the form of government. It is a simple truth that communication in the form of money, values, and complex credit settings has, in the long run, an equalizing function on stratified societies because the gain and disposition of wealth in the form of money is independent from the estate in which one is born. Moreover, in a parliamentary government, merchant-bourgeois actors in one sphere of economy also assume the role of decision-makers in the other sphere of politics, at least concerning budgetary matters (Luhmann 1994: 260–265). Nothing similar happened on the Ottoman side in terms of institutional or government reforms,[57] but the Western merchants were starting to exercise the power which each 'welcome offer' created by way of making large sums of money and credit available; an offer created demands. Since the Western merchants were not really integrated, but instead structurally coupled, with the Ottoman politico-economic communication, the two remained for a long time, perhaps for three hundred years, in a situation of partial integration: we might say that it was a long-term 'contact zone' between two large forms and levels of economic communication, yet with only small-scale interpenetration.[58] What had an 'equalizing' function between the *strata* of Western societies—early modern capitalist forms of credit, on which states and nobles were beginning to depend, with the separation of the two spheres of economy and politics—, had a securitizing function for Westerners under Ottoman rule. One must

57 One can perhaps add an economic side or function to the emergence of the 'Second Ottoman Empire' around 1600 where 'constitutional' vs. 'absolutist' trends and 'kanun' vs. 'shariah' trends competed (on different levels) with each other with regard to the legal and governmental system as argued by Tezcan (2010), which then would be a tendency of change fitting with what one might expect. But this must be reserved for specialists of internal Ottoman history. As such, I concentrate here only on the European contacts with the Empire, and, in the long run, no tremendous institutional change was happening and no 'Financial Revolution' can be identified if one ever looks for parallels.

58 Again, with the *captatio benevolentiae* of the non-sociologist who has been asked by the editors of the volume to use some sociological terminology for the sake of interdisciplinary dialogue, I confess to being aware of the fact that only the *early* Luhmann used the systematically 'dirty' term of *interpenetration* while the Luhmann after his *Social Systems* (1984) switched to the 'cleaner' term of *structural couplings* which fits better with the idea of the closeness of systems. The historian, observing the past reality (which was always systematically 'dirty') and its development over time, might sometimes still benefit from metaphors such as 'interpenetration' or 'intersection' of spheres and circuits of communication—which were not Luhmannian systems anyway. The sociologist might re-translate this metaphor into more complex, cleaner reformulations.

not label the one economy as modern and the other as premodern; the Ottoman economy had its own power and the Empire resisted any form of complete 'colonization' until into the twentieth century. But these contact zones of small-scale interpenetration and systemic temptation and the resulting (partial) empowerment of the money-offering Western merchants did exist. And this produced a security shield for them, for no other reason than that everyone who monopolizes an offer for which a demand exists tends to gain security on other levels of political protection. *Nolens volens*, the Ottomans would not have liked or could not have afforded to oust completely the Western merchants after around 1600, despite all recurring forms of micro-violence, partial war situations between a Western nation, the Ottomans and the Barbary corsairs for some years or decades. The small-scale money-lending practice of the first level could be replaced by other non-Europeans, but the second level of more large-scale economic 'contact-zoning' and coupling with the Western credit market could not.

The third level of 'playing' how the European merchants used their credit power was by choosing decisively among the groups—and especially the conflicting Eastern Christian groups to whom they would lend money for urgent purposes in political-confessional struggles. This shows how the stabilization of passive forms of security can empower those involved to behave as active security providers, though on a small scale and under the umbrella of the already established and more complex system of passive security. To return to the former argument, we might see here the first moments when the Europeans transgressed the state of 'contact zone' and used the same power function of credit relationships that were active (on a very large scale) within European monarchies to gain political agency and decision-making power; the credit-offer-demand circle enabled them to do so. The security function of individual and medium-size credit and money communication can aggregate into a tool which not only lends political and personal security to the moneylender, but can also enable him to grant himself protection—not only by way of the *barāt* distribution to which a consul was empowered by the sultan's *ahdname* on a political level, but also in a more autonomous form of constructing his own network of dependencies and liabilities just on the economic level which was not excluded by the limits of the *ahdname*. The security consumer thus transformed himself into a security sub-provider. This had its limits wherever the Ottoman elite wanted to stop conflicts and struggles among their subjects. But as long as they themselves were profiting from those conflicts (e.g. by earning money from the opposing Eastern Christian groups for bribing, ransoming, or contribution money), the Western Europeans could play on this scene as a third party and gain agency as sub-privileged protectors.

The introduction of a sphere of French Civil Law (and, less studied here, of English common law or Dutch civil law in each factory) under the 'roof' or 'umbrella' of Ottoman Islamic law was essential for the second and third points: It was not only about credit networks but also about pawnbroking and, above all, about entering the Ottoman real estate 'market'. The *ahdname* with the distribution of *barāts* established a form of indirect rule. The introduction of zones or bubbles of European civil law under this umbrella was a remarkable early modern form of precisely coupling legal spheres that did *not* merge. The examples have shown how sophisticatedly the French even 'played' with these coupled spheres: no real 'Luhmannian systems', but a deliberate early modern practice of separating languages, styles and yet structurally coupling them. The enveloping of commercial and credit transactions by the second French (and other European) legal spheres itself granted by the *ahdname* enabled to double securitization: to 'securitize' (by law) the 'securitizing' economic tools that the French could use because of their credit power.

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Thorsten Bonacker [Ed.]

Securitization, Politicization and Social Differentiation in History

How Security has Shaped the Configuration of Politics

Nomos

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