

Trade Networks and the Limits of Cooperative Behavior

Throughout the history of economics, the stranger everywhere appears as the trader, or the trader as the stranger.¹

"They all came together [to Mauritania] from Wad Nun to trade and afterwards they scattered (*tafarigu*) to Mali and Senegal." "When they died, all became dispersed for when one of them dies it is over."²

In the caravan season of 1265/1848-9, where this book began, a Tikna caravaner nicknamed Baghlil passed away on trans-Saharan trails. As was customary in Muslim societies in such matters, details about his death were not disclosed in the legal report that followed. But it is clear that Baghlil died at the hands of a group of pillagers who took his life to get to his caravan. Immediately following this event, a member of Baghlil's trade network, also residing in Tishit, took on the responsibility of managing the deceased's estate and sorting out his financial commitments. Such was the nature of the mutual obligations, contractual arrangements, and embedded trust that ideally characterized trade networks in which members cooperated in the risky business of long-distance trade. But soon after him, three other Wad Nun traders stationed in Tishit passed away in turn. So a fifth network member assumed the task of calculating all the estates, after separating inheritances from financial obligations. In order to manage this complex affair he sought the assistance and mediation of the qadi of Tishit.

Network traders like Baghlil used their multiple skills to maneuver across regional states and economic landscapes. They engaged in arbitrage

between markets, selling Moroccan goods, European merchandise, and western African products and slaves. Numerous currencies prevailed in the mid-nineteenth century, as previously seen. So if credit transactions, the lifeline of caravans, were complicated by the use of multiple moneys, so too was the task of sorting out property and valuing estates for inheritance. Working in a trade network, or a coalition of traders sharing a common identity, trust and solidarity had definite advantages. Cooperative behavior among members was enhanced by a sense of belonging to a community of believers, in this case, Muslims. As discussed in Chapter 4, Wad Nun traders worked with their Jewish associates whom they respected for also being "people of the book." Their belief in divine and earthly sanctions and respect for common norms shaped their behavior.

At the same time, a semblance of economic and, by extension, social and institutional order, examined in the preceding chapter, was upheld by local legal service providers, namely, qadis and muftis. Their roles were critical to traders, even those belonging to a distinct trade network and who, therefore, were considered strangers in distant markets. Legal service providers supplied institutional recourse to legal arbitration in disputes. Their social presence and daily interactions with town residents in mosques ensured compliance with beliefs, rules, and norms. But this setup did not preclude that in certain situations mediation could fail, accords could be broken and with them trust and future cooperation between traders. Moreover, given the highly precarious and risky nature of caravanning, a network's strength could be tested in the face of adversity such as a devastating sandstorm, a caravan raid, or the untimely death of a partner in trade.

This chapter examines, from a combined institutional and cultural history perspective, the case of the Wad Nun trade network operated by the Tikna in collaboration with their primary allies, Awlad Bu al-Sibs` and Jews. I first review the trade network literature to argue that religious and legal institutions were fundamental to the efficiency of commercial coalitions operating at the crossroads, or beyond the purview, of nations or states. I also place emphasis on the importance of literacy in trade network systems. Then I turn to the multiparty inheritance proceedings that unfolded after Baghlil's passing based on several legal sources concerned with the case. Here, I evaluate the mutual responsibilities of trade network partners to shed light on both the returns from and constraints on their cooperative behavior. This complex inheritance case, involving Baghlil and several of his Wad Nun partners, offers a unique snapshot of

¹ Simmel, "The Stranger," 403-5.

² Interviews in Nouakchott with Fatimatu Mint al-Najim, known as "Djibi" (05/23/97), and in Atar with Khanatha Mint Hmayda (10/05/97).

the inner workings of a trade network. It demonstrates traders' reliance on a paper economy of faith in their extensive commercial transactions and their recourse to legal service providers. At the same time, this case study reveals how the death of trade partners, and ensuing negotiations about property rights, could test the cooperative behavior of members and even compromise the existence of a trade network.

THE TRADE NETWORK MODEL

Participating in a trade network was the most effective way to organize trans-Saharan caravans, as it was in other long-distance trade systems in the early modern world. A trade network involved a tight-knit community of traders dispersed across distant markets who collaborated with one another while maintaining family, financial, commercial, and cultural ties with a given homeland. More often than not they specialized in, or even monopolized, trade in certain goods not available in the markets where they worked. Such coalitions reduced the costs incurred in transacting across long distances while circulating reliable information and sources of capital in a highly personalized financial market. As argued in previous chapters, credit was key to financing trade as a means both to access and to accumulate capital by transferring it temporarily to trustworthy partners. Network traders communicated with one another to share market information, to monitor the behavior and movement of members, and to exchange equity and finance. Although such networks also were organized by non-literate societies, literacy enhanced the efficiency and transparency of commerce. The reliance on paper economies gave rise to levels of complexity in business transactions and management while enabling the building and maintenance of relationships based on trust.

The Literature on Trade Networks

Trade networks have been studied the world over. The case studies of the Armenians, Jews, Genoese, Greeks, Chinese, South Asians, and Lebanese are well known. Since the beginnings of African history, long-distance trade has been a popular subject of investigation. This choice of topic is hardly surprising because there are so many examples of so-called trading diasporas in the history of the continent. The western African region is especially propitious for the study of trade networks. The Wangara, who specialized in the gold trade between the forest regions and the

Sahara, are one of the earliest examples, as seen in Chapter 2. The case of the ubiquitous Jula, who traveled along various trade routes, settling in markets from Bonduku to Timbuktu, has been studied by several historians, including Philip Curtin and Marie Perinbam.¹ Other examples include the Hausa traders who operated an extensive trade network. Abner Cohen's ground-breaking study of the Hausa cattle traders in Ibadan, Paul Lovejoy's research on Hausa kola traders, and the Hausa bankers of Maradi studied by Emmanuelle Gregoire all document Hausa itinerant entrepreneurship.⁴ Still other notable case studies include the Jakhanke of Senegambia and the Soninke of western Mali and Mauritania, Jean-Loup Amselle's study of the Kooroko of Guinea, and, most recently, the work on Fula traders in Sierra Leone by Alusine Jalloh and the Duala middlemen of Cameroon by Ralph Austen and Jonathan Derrick.⁵

The "trading diaspora" model, originally developed by Cohen but popularized by Curtin, provides a useful sociological framework for analyzing the organization of long-distance trade.⁶ It explains how members of a particular family or ethnic group cooperate in long-distance trade to overcome basic logistical challenges such as obtaining finance and business information, coordinating transportation, and regulating transactions, while upholding cultural and religious identities as minorities in foreign lands. As Cohen explains, trust among partners and communication of information – two key factors for success in long-distance trade – "are far easier between people who share values, language, a legal system, kinship ties, and other sources of solidarity."⁷ While Africanists rarely have tested or revised this simple model against discrete case studies, scholars have applied Cohen's landmark concept to other regions of the world in what has become a dynamic area of historical investigation.

Thanks to Greif's contributions to the study of early modern trade, what motivated traders to organize in distinct commercial coalitions is better understood. His primary case study is the Maghribis, who actively

¹ Curtin, *Economic Change*; Perinbam, "Julas in Western Sudanese History."

⁴ Cohen, *Custom and Politics in Urban Africa*; Lovejoy, *Caravans of Kola*; Gregoire, *Alhazai du Maradi (Niger)*.

⁵ Curtin, *Economic Change* and "Pre-colonial Trading Networks"; Jalloh, *African Entrepreneurship*; Austen and Derrick, *Middlemen of the Cameroons Rivers*; Amselle, *Negotiants de la Savane*.

⁶ Cohen, "Cultural Strategies in the Organization of Trading Diasporas." Curtin gave currency to the model while renaming it a "trading network," because of the historical use of the term "diaspora" to describe the forced migrations of Jews and Africans (*Cross-Cultural Trade*).

Cohen, "Cultural Strategies," 273-4; Curtin, *Economic Change*, 60;

engaged in trade between North African and Mediterranean ports from the tenth century onward, as documented by such sources as the letters and contracts of the Cairo Geniza. Discussing the behavior of coalition members, Greif distinguished between traveling or itinerant traders, and sedentary merchants who depended on commercial agents and overseas business associates. He noted the importance of information sharing, mechanisms for contract enforcement, and the application of sanctions to punish misbehaving traders. Moreover, Greif focused on the centrality of what he calls "reputation mechanisms" that structured these institutions, together with the codes of conduct and communal sanctions defined by traders.⁸

Markovits made important observations about trade network systems based on his study of Shikarpuri and Hyderabad merchants in the nineteenth and twentieth centuries.⁹ While emphasizing the need to study simultaneously the central node, or homeland, of traders and their clusters of members in peripheral markets, he identified circulation within these commercial institutions as a key factor. The circulation of merchants between center and periphery engendered the movement of credit, goods, information, and, occasionally, women. Of these elements only information and women, both critical for maintaining cultural distinctiveness in foreign lands, circulated exclusively within the network. The other elements circulated outside the network and across to other coexisting networks. Markovits's recognition that different trade networks worked in tandem with one another is extremely significant, for it dispels prevailing notions about the hermetic existence of these institutions.

The Question of Membership

In his study of Maghribi traders, Greif pays little attention to the question of what determines membership in a particular commercial coalition. He simply assumes that "a business network of members" was created by the affiliation of those "who belonged to the same ethnic and religious community."¹⁰ According to Markovits, however, trade network membership was determined more by locality, or a shared regional origin, than by either ethnicity or religion." In many ways, the Wad Nun trade

⁸ Greif, "Reputation and Coalitions"; "Contract Enforceability"; "Cultural Beliefs"; "Fundamental Problem of Exchange"; *Institutions*.

⁹ Markovits, *Global World*.
¹⁰ Greif, *Institutions*, 59.
Markovits, *Global World*, 6, 28-9.

network case confirms such membership patterns where the partnering of the Tikna with their Jewish, Awlad Bu al-Siba', and other associates was based in large part on common residence. The fact that they lived in the Wad Nun region was perhaps the most important identity marker creating solidarity between these traders, as seen in Chapter 4. The use of place-names identifying traders, such as "the one from Wad Nun" (*al-Wad Nuni*) or "the one from Guelmim" (*al-Ajlimimi*), supports this conclusion. Place of origin and "homeland," then, took precedence over religious affiliation.¹² But of course this does not imply that kin, clan, or ethnicity was irrelevant in determining network membership, because lineage identity mattered to members. Nineteenth-century Wad Nun traders often self-referenced their specific clans, such as the one from the Tikna (*al-Tikni*) or Awlad Bu al-Sibs' (*al-Sba'i*), or their Jewish (*al-dhimmi*) associates. They further made reference to their sub-clans (*al-Tikni al-Musa Wa 'Ali*; *al-Sba'i al-Baggari*), as seen below.

To be sure, membership in trade networks could be determined by a combination of factors and was not necessarily based on a single identity marker. Admittance to a network could stem from kinship ties and multiple forms of alliances — familial, marital, and political — as well as friendship and neighborliness. But engaging kin, neighbors, or friends in trade did not guarantee commitment or trust. While the importance of kinship ties to trade network membership cannot be denied, the fact that, as noted in previous chapters, written commercial contracts were drawn up between kin and even between spouses is an indication that kinship was not sufficient to ensure trust. Taking kin for granted was not realistic, either, especially when relationships of dependency needed to be managed from afar. Here the commercial correspondence between the Tikna brothers, discussed in Chapter 4, is instructive. When addressing his brother, Muhammad b. Salim never failed to be reverential, courteous, loving, and civil. Because they counted on one another while being physically distant, it was probably unwise to upset or abuse kin or friends since dispersed merchants could not run the risk of alienating their partners. Another consideration is that even husbands and wives had separate property rights. With the exception of certain partnerships, the pooling of capital was uncommon. So whether one was dealing with kin or business friends, the boundaries of ownership and entitlement were clearly defined.

It is worth mentioning that traders did not self-identify as members of particular Sufi orders. Only one trader's name conveyed a link to Sufism (Bakkar b. al-Sufi Ahmad, in Table 5.3).

One of Markovits's contentions is that religion was not a "crucial structuring factor" in trade networks. While it may have been what his sources revealed, this part of his argument is not convincing. The South Asian merchants he studied were practicing Hindus, and while they may have belonged to different sects, the simple fact of their association is indicative. Certainly in the Wad Nun case it is arguable that, on some level, religious affiliation was overlooked since Muslims and Jews collaborated in trade regardless. But they all used Malik' law and shared commercial practices. Furthermore, as argued more explicitly below, religion in Muslim and Jewish contexts was especially relevant in providing structure in trade network organizing.

Network Structure and Hierarchy

Membership in a trade network meant abiding by specific rules of conduct and espousing a distinct business culture. The process of climbing up the corporate ladder, so to speak, entailed becoming initiated into the trade, often by a family member. Then a young man became an apprentice, and later an itinerant trade agent before settling down on his own account as a merchant or commercial investor, either in a distant market or in the homeland. In the Wad Nun case, boys were initiated into the caravanning business at a relatively early age. When in their twenties, they typically struck out on their own in a market connected to the homeland. Eventually, they replaced fathers or uncles who retired to more sedentary lifestyles.

When a Wad Nun trader of the first generation decided to retire, he invariably returned home where he had invested most of his wealth. From then onward, senior network members would become caravan financiers, dispatching sons and agents, while making business deals in town. Second-generation traders reproduced the network by continuing the vocation of their predecessors, acting in turn as local representatives of the network. As Khnatha Mint Ahmayda, a fourth-generation Tikna of the Adrar region, explains, "every son had his own town, and did [trade] there." The subsequent generations, however, often formed attachments in their localities through real estate purchases and/or cultural assimilation and were less likely to retire back in the homeland.

⁶ Markovits, *Global World*, 7.

⁷ Interview in Atar with Khnatha Mint Ahmayda and her two daughters (with Muhammad al-Farha) Fatimatu and Mariam (10/05/97).

Wad Nun trade network members were required to possess basic skills in a variety of areas, including proficiency in relevant languages, commercial *savoir-faire*, familiarity with local markets, and practical knowledge of Malik' law, to name a few. Empirical knowledge of the geographical, cultural, and political landscape of any given area, acquired during initiatory travels, was critical to the success of long-distance traders. Important, too, was having a handle on the prevailing currencies, weights, and measures. As seen in Chapter 5, each locality had distinct measures that varied, sometimes considerably, from one market to the next. Many scholars discuss the importance of such skills but few have recognized that literacy could also be a strategic tool of the network member.

Language skills were professional requirements for itinerant traders and especially for diaspora merchants acting as cross-cultural brokers to incoming network members. Access to local languages was necessary for basic communication in markets and to develop an understanding of local cultures.⁵ Having a flair for commerce also entailed savvy in all exchanges, including controlling, withholding, and encoding information." Sometimes, it required engaging in deception to protect membership property, as illustrated below. Moreover, their far-flung exposure to multiple cultures, the information they brought with them about faraway markets, together with the exotic goods they sold, made network traders socially popular and likely to be well received by host communities.

In the spirit of solidarity, reciprocity, and collaboration, network members were bonded to one another, exchanged services and risks, and watched over members' interests. They provided lodging and storage to other members and their camels, and acted as middlemen and local brokers. Arguably, one of their most demanding responsibilities was the guardianship of the family, property, and affairs of fellow associates during their absences. Often this meant taking over the management of their businesses for extended periods of time. Clearly, this was a risky task given the precarious and hazardous nature of their trade. But sharing such reciprocal obligations, including the management of estates of deceased colleagues, was among the rights and duties of network participation.

The literature has tended to depict trade networks as apolitical in the sense that their members did not meddle in local politics. Sanjay Subrahmanyam proposes that the political role of trade networks

⁵ Curtin, *Economic Change*, 60.

¹⁶ Douglass, *How Institutions Think*, 46.

in brokering diplomacy, for instance, is consequently overlooked." Throughout most of the nineteenth century, Wad Nun traders nominally protected by the Bayruk family in Guelmim tended to serve a peaceful mission. As one put it, echoing the words of many Tikna informants, "we did not enter politics." Clearly, many informants sought to portray themselves as peaceful communities who remained politically neutral. Yet Wad Nun traders definitely would assume visible and privileged positions as political intermediaries in the colonial era. The relationship between political power and commerce, however, is not one which I explore here.

Women, Slaves, and Laborers

Once in a foreign town a network member relied on the assistance of associates, unless he happened to be a pioneer, in which case he would blaze a trail to establish himself both socially and economically. For first- and second-generation traders, access to hired and enslaved labor was critical in the western African context. Wad Nun traders purchased slaves to fulfill their labor needs as well as for resale. In a previous chapter I discussed the various areas where slave labor was used by caravaners. Established Wad Nun traders living in western Africa owned as many or more slaves than the average local resident. They relied on slave labor for practically every task, from domestic work, herding camels, leading caravans, and loading and unloading cargoes to other caravan jobs such as cooking and keeping guard. Slave women also were used as concubines, mothers, and wet nurses. Wad Nun traders employed loyal slaves and former slaves as managers and couriers entrusted with loaded caravans for delivery to Wad Nun associates in distant markets.

To a large extent, single men or solitary married men would have been the norm. But when they did settle down, network members often formed households with purchased concubines, since homeland women rarely circulated on caravans. But in an effort to preserve their cultural distinctiveness — a major source of the commercial success of diaspora traders — the second generation strove to marry within their own clan or within an associate clan. They sometimes married local women, especially when such alliances offered commercial and political benefits. As might be expected, network traders holding semi-permanent

residence in the diaspora were more inclined than itinerants to form families, bringing spouses from the homeland.

Scholars who have remarked on the presence of women in trade networks have focused mainly on their passive and reproductive roles. Cohen, for his part, only discussed women he identified as "Hausa prostitutes" who served the needs of merchants.⁹ While Markovits similarly discusses this "sexual economy," he is perhaps one of the first scholars to note that women "influenced the shape of the networks in many ways," although he does not elaborate on this important point in his study.²⁰ To be sure, women in the diaspora played key roles in cultural, social, and biological reproduction. But I would suggest that some diaspora women were more involved in commerce than has previously come to light. In the case of the Wad Nun network, as seen below, women's contributions to maintaining separate identities and upholding traditions were critical, but they also influenced the demand for trade and otherwise were involved in upholding network structure. As previously shown, caravaners' wives managed households and sometimes part of the business in the absence of their husbands. They relied on the paper economy to contract caravans and manage their long-distance affairs. But while diaspora women did engage in long-distance trade, they had fewer rights vis-a-vis their local counterparts.

The Question of Reputation

Cohen's model makes no mention of merchant reputation, and he assumes that kinship ties offered sufficient restrictions on business cooperative behavior. Similarly, Markovits does not dwell on the question of reputation, or what he termed "mercantile honor," while recognizing it to be a determinant of trust.¹ Here Greif's scholarship is compelling. He argues that traders belonging to a commercial coalition, such as the Maghribi network, succeeded in cooperating with one another because of the long-term benefit for each member in upholding a reputation as a trustworthy partner. As he explains, "by establishing *ex ante* a linkage between past conduct and a future utility stream, an agent could acquire a reputation as honest, that is, he could credibly commit himself *ex ante* not to breach a contract *ex post*."² In other words, the past record of their performances determined traders' reputations, or what Bourdieu calls

Subrahmanyam, "Introduction."

⁸ Interview in Nouakchott with Sid Ahmad Fall (06/18/97).

⁹ Cohen, *Custom and Politics*, 52-70.
¹ Ibid., 252.

Markovits, *Global World*, 29.
² Greif, "Reputation," 858-9.

symbolic capital. While cultivating membership reputation was vital, I would add that it was equally important that network members established their trustworthiness in host communities.

Cooperative behavior and contractual enforcement among members of a trade network, Greif argues, tended to be controlled internally through peer pressure and a "reputation mechanism."^{2j} Refusal or failure to settle debts, or any other business infraction, would result in a trader's exclusion from the network. Collective punishment, he maintains, was a common sanction. I would also add that local communities could put pressure on misbehaving traders. As previously noted, letter writing was a powerful tool for contract enforcement and debt collection. Writing to network members, including those targeted for defaulting, was a popular strategy. But if this failed, subsequent letters could be addressed to local *gadis* and other religious authorities who, in turn, could pressure a community member to comply with his network obligations. In this sense, then, network members were not simply dependent on membership cohesion for institutional order, but they also could have recourse to the third-party arbitration provided by religious authorities.

RELIGIOUS AND LEGAL INSTITUTIONS

An expert in Jewish trade networks, Jonathan Israel, remarks that through religious organizing, diaspora families "provided an informal judicial structure." But he did not explicitly acknowledge that such judicial structures were supported by formal legal frameworks upheld by rabbis who often were active merchants." Similarly, Greif discusses trade network activity without reference to religion. The inherent legal nature of religious institutions surely shaped rules, norms, and beliefs, while providing social order and mediation for litigators. Like Israel and others, Greif fails to recognize that Jews and Muslims relied on a judicial apparatus outside of their network communities as an arbitrary system of law. In the case of Sind merchants, Markovits describes how they took other Sind merchants to local courts.²⁶ Likewise, the Jews and Muslims documented in Geniza records that inform Greif's work relied on rabbis and *gadis* who arbitrated and issued rulings on commercial disputes.

^{2j} Ibid.

²⁴ Israel, "Diasporas Jewish and Non-Jewish," 7.

²⁵ This point is developed by Botticini and Eckstein, "Jewish Occupational Selection," and "Path Dependence."

²⁶ Markovits, *Global World*, 262-3.

Islam and Judaism provided institutions that cut across ethnicity or family specificity. Even when considering the relationship between *dhimmis* and their Muslim "protectors," the institutional structure of the host community is an important consideration. Therefore, they did not operate in an institutional vacuum, nor did they ignore local legal practice. The notion that trade networks operated beyond states and institutions, relying on their own devices to regulate their affairs, is not only overly simplistic, but in many cases inaccurate.

Based on his South Asian case studies, Markovits downplays the importance of religion to building community.' Concurrently, Israel underscores, without analyzing the reasons why, "the resilient ties of religion and family" are key to the organization of trade networks. But neither scholar acknowledges that religious practice entailed much more than simply "fulfilling religious obligations and satisfying spiritual needs" or creating a community "enforcing social discipline and maintaining strict standards of ethics and business practice."

Many historians are now beginning to pay attention to the fact that religion mattered to the early modern and late modern societies whose behaviors *they* study. Decades ago, Goitein pointed to this in his monumental contribution to Mediterranean history. When discussing a corpus of medieval Jewish letters from the Cairo-Geniza archive he submits:

The modern reader is inclined to regard the continuous references to God in these letters as a mere *façon de parler*. This is not the case. God was conceived as the creator of all that happened in nature and in human life, including man's thoughts, decisions and actions. He was, so to say, the most active substance in the physical world. Therefore keeping him in mind and mouth was the most practical thing a good businessman could do.³⁰

Cohen recognizes that among Hausa traders Islam acted as a "blueprint" for commercial organization." Based on her Kenyan case study, Jean Emsminger further suggests that "Islam may well have filled an institutional vacuum."³²

Membership in a trade network entailed adhering to a code of behavior, or what economic historians call "merchants' law." This

³⁰ While he argues that "religion did not structure community," Markovits makes conflicting statements about religious practice in his trade network case studies (*Global World*, 6-7, 251, 253-4, 293).

³¹ Ibid., 253.

³² Israel, "Diasporas," S.

³³ Goitein, *Letters*, 7; see also Douglass, *How Institutions Think*, 23-4.

³⁴ Cohen, "Cultural Strategies."

³⁵ Emsminger, *Making a Market*, 60.

merchants' law was a rather vague set of agreed-on rules of conduct in which what constituted "cheating" was understood by all. It belonged to a specific area of what Greif calls the "regularity of behavior," or the normative behavior of any given context.³³ He assumes the existence of "cultural beliefs" regulating business conduct, but he does not explicitly tie such behavior to religious practice.³⁴ His concept of merchants' law, which is disengaged from either the Jewish or the Muslim traditions in which Maghribi traders' activities were so obviously embedded, remains poorly documented." While he assumes that traders who cheated incurred network exclusion, he does not address the question of conflict resolution and legal arbitration in long-distance trade. More problematic is his suggestion that "most likely, the legal system was not used to mitigate the merchant-agent commitment problem," mainly due to the expense of litigation and "the uncertainty and complexity of long-distance trade."³⁶

But based on his voluminous translations of Geniza trade records, Goitein himself asserts that religion was central to the lives of traders. His position, partially quoted in previous chapters, is worth citing here in full:

Religion was not only conducive to the formation of business relationships, but also to their proper conduct. Again and again, a man's piety and fear of God are involved when he is reminded to adhere to good business practices or when he is praised for his excellent handling of his friends' affairs.... Religion was undoubtedly the strongest element in a merchant's mental makeup, and religion meant membership in a specific religious community... [Some of the traders] were versed in Jewish law and lore, as is evident from the legal opinions which they wrote on the reverse sides of business letters. ...Islam . . . took a similar attitude toward learning and the learned.³⁷

Aside from giving guidance, religious authorities, such as *gadis*, performed as witnesses and notaries, or more accurately scribes. Traders also could choose to appeal to jurists to arbitrate or issue legal opinions in business disputes or provide mediation in contests over property rights, as seen in the case examined below. Indeed, while peer pressure and public denunciation of traders' transgressions were effective mechanisms of enforcement, these were not the actions of last resort available to Saharan traders such as the *Tikna* or even eleventh-century Maghribis.

LITERACY AND THE QUESTION OF TRUST

Aside from structuring the law, religious authorities also dispensed education. In Muslim societies, as in the Jewish context, the teaching of ethics and morals, including in commerce, on the one hand, and the teaching of literacy, computation, and commercial law, on the other, trained boys and to some extent girls for commercial careers. The relevance of literacy to both economic organizing and institutional order has hardly drawn historians' attention. Here the work of Maristella Botticini and Zvi Eckstein is exceptional.³⁸ What they argue for the Jewish case, namely that literacy gave believers a comparative advantage in certain professions, including commerce, is equally valid for Muslim societies.

Among Muslims, elementary schooling tended to be mandatory for boys and girls. It was religious in nature, and so the Qur'an, written in classical Arabic, was the basic text used for the teaching of reading and writing. Depending on what Sunni legal school they followed, Muslims further received instruction in specific legal traditions. They internalized verses through mnemonic traditions of Islamic learning, and they also received training in ethics and arithmetic. Because of the commercial culture embedded in the Qur'an and the teaching of literacy and computation, young Muslim boys acquired what Brian Street has called "commercial literacy."³⁹ It follows that Islamic legal prescriptions shaped, to some extent at least, the business conduct of Muslims in western Africa. In fact, it could be argued that commerce may have been a driving force in the spread of literacy. Reflecting on the earliest written sources for the greater Muslim world, Nelly Hanna posits that the volume of documentation "suggests how literacy and writing were linked to trade and commerce."⁴⁰ At the same time, the "learning by doing" of apprentices and junior trade agents was as critical to commercial success as was their ability to make use of the written word.

Trade networks tended to operate in environments characterized by information asymmetries, that is to say environments where market information was scarce and unevenly distributed. In such a context, literacy provided an essential tool for enabling the flow of information across long distances and for network organizing. As Botticini and

¹³ Greif, *Institutions*, 32-5.

³¹ Greif, *Institutions*, 71.

³⁷ Goitein, *Letters*, 7-8.

³⁴ Greif, "Cultural Beliefs."

³⁶ Greif, "Contract," 529; *Institutions*, 63.

³⁸ Botticini and Eckstein, "Jewish Occupational Selection" and "Path Dependence and Occupations."

^u Street, *Literacy in Theory and in Practice*, 158-80.

⁴⁰ Hanna, "Literacy and the 'Great Divide' in the Islamic World," 46.

Eckstein have noted, literacy enhanced trade network externality. Members required "strong linguistic skills, often including the ability to speak and write in both their own and alien languages."⁴¹ Furthermore, literacy created enforcement mechanisms, for, as they argue, "only a Jewish merchant who could read a fellow merchant's letter was able to enforce sanctions on Jewish traders who cheated or acted opportunistically."⁴² I would add that the question of handwriting was equally important in this context. Traders working within a group gained familiarity with each other's handwriting, so as to authenticate documents, such as letters and contracts. The knowledge of handwriting styles would have further enhanced the ability of trade network members to limit opportunistic behavior across long distances.

Whether individually acquired or dispensed by hired scribes, literacy therefore enabled *internal enforcement* as well as information flows and financial complexity. Indeed, documents from the Cairo Geniza, like those of the nineteenth-century Saharan trade, are evidence of the panoply of literacy uses in business organization characteristic of paper economies. The oversight about literacy in the literature is especially remarkable considering that efficient communication was a major advantage of trade networks. Hindus used scripts derived from Sanskrit, Chinese relied on various scripts, Jews wrote in the Hebrew and Arabic scripts, and Muslims used Arabic. As seen in previous chapters, trans-Saharan traders relied on a "paper economy of faith" for the sake of letter writing, record keeping, and drafting contracts. Markovits recognized that Sind merchants tended to have "written agreements," but he assumes that such behavior came about with colonial rule, and presumably the spread of the English language, together with the colonial court system and "the primacy it gave written documents."⁴³

Although, as previously noted, Islamic legal traditions dismissed written documentation as legal evidence, written records did constitute proof between contracting parties of a particular transaction and its terms. Even societies with limited literacy had alternative forms of record keeping. As Austen and Derrick have shown for the case of the Duala, their credit obligations were denoted with markings on banana leaves or expressed in bundles of sticks and grass.⁴⁴ But when trading with the Atlantic

economy, "trust agreements" in late-eighteenth-century Cameroon "were inscribed by writing in 'books' or *kalati*, copies of which were retained by both Europeans and Duala."⁴⁵ The recording of agreements, therefore, enabled the creation of a form of trust. But such trust was not absolute and to be activated it usually required testimonial proof through the authentication of witnesses. In other words, the reliance on writing to record agreements solved, to some extent at least, the commitment problem between contracting parties. Documents of transactions, therefore, became informal mechanisms of enforcement.

The question of trust has both fascinated and frustrated scholars, while the opposite question, that of mistrust or breach of trust, has not been given the same attention. Legal arenas are propitious fora for analyzing contexts leading to the breakdown of trustworthiness, as seen below. Recently, Timothy Guinnane has argued that the concept of trust is both nebulous and superfluous.⁴⁶ He contends that the term is loosely applied to myriad contexts and that economists long have identified that mechanisms of information and enforcement constitute "the core of the useful notion of trust."⁴⁷ To the extent that trust and trustworthiness often were invoked in the writings of early modern traders, ignoring contextual meanings of trust arguably amounts to ignoring the cultural determinants of trust.

On the question of the relationship between kinship ties and trust, as discussed in the preceding chapter, Kuran compellingly argues that written contracts among kin "enabled mutual trust."⁴⁸ Markovits, for his part, believes "it is a widely held fallacy that family and kinship are privileged breeding grounds for trust."⁴⁹ Insofar as families provided institutional bonds of an informal nature, it seems plausible that certain credit transactions among kin presented unique advantages. Since pre-modern societies were characterized by information asymmetries, contracting within a known circle of close kin or within a trade network provided some level of insurance against breach of trust through access to information about past behavior and trustworthiness. Conversely, the risk of default may have been higher among kin forced to be less stringent when collecting debts.

In sum, the new institutional economics literature focuses on transaction costs, information, enforcement, and sanctions as well as reputation mechanisms, not to mention rational choice and game theory, to explain commercial actors' disincentives to cheat or engage in untrustworthy

⁴¹ Botticini and Eckstein, "Path Dependence," 6.

⁴² Botticini and Eckstein, "Jewish Occupational Selection," 940.

⁴³ Markovits, *Global World*, 261. ⁴⁴ Austen and Derrick, *Middlemen*.

⁴⁵ Ibid.

⁴⁶ Guinnane, "Trust: A Concept Too Many." ⁴⁷ Ibid.

⁴⁸ Kuran, "Islamic Commercial Crisis," 418. ⁴⁹ Markovits, *Global World*, 261.

behavior. These concerns are largely disconnected from the trade network literature and its emphasis on culture, religion, language, and homeland. This literature, for its part, treats the question of trust in a rather abstract manner, while focusing on skills required to engage in long-distance trade and reproducing cultural identities in the diaspora and to a lesser extent on the institutions that enabled circulation among communities in dispersal. However, both literatures downplay the existence of legal infrastructures provided by religious institutions and overlook the importance of literacy for cementing trust and supporting accountability. The following inheritance case involving the Wad Nun trade network focuses on just these issues.

WAD NUN TRADE NETWORK INHERITANCE CASE STUDY

By the 1840s, Tikna and Awlad Bu al-Siba' traders had taken up residence in the active commercial center of Tishit for at least a decade or so. But soon would unfold a dramatic series of events leading to the sequential, and rather unusual, deaths of four Tikna traders living there. Until this point, the returns of collaborating in a trade network have been underscored. What happens to the system at the crossroads of adversity is the subject of this section, which is based on an inheritance case revolving around these deaths that occurred between the late 1840s and early 1850s.

Because of the prominence of the deceased, as well as the standing of the Awlad Bu al-Siba' merchant Shaykh b. Ibrahim al-Khalil and other members of the Wad Nun trade network involved in this case, not to mention the size of their estates, the inheritance proceedings came into dispute. The most contested claim was between the inheriting families of two of the deceased over certain quantities of gold. One of the two was Shaykh Bayruk's grand-nephew, and so naturally it became a high-profile case. The legal contestation led these families to engage the services of three different muftis to review the actions of the executor of the estates, Shaykh b. Ibrahim al-Khalil (hereafter Shaykh b. Ibrahim), and the judge of Tishit who assisted in the devolution proceedings.

The type of documentation that this case generated is remarkable, to say the least. Remarkable, too, was the manner in which I came upon this document. It lay buried underneath the sandy floor of the vacant house of the former qadi of Shinqiti, alongside a box containing the records of the Arwilis, the family of Bayruk's cousin. The record reveals how traders of the Wad Nun network were bonded to one another's families

and commercial interests in the spirit of cooperation and mutual trust. It also documents the relations prevailing among members of a network including Jewish traders from Guelmim and non-network traders. More than any other source, this inheritance case provides a vivid cross-section of a trade network. It informs about the centrality of credit transactions, the shifting use of currencies and their valuations, the high risks involved in long-distance trade in mid-nineteenth-century western Africa, and the roles of Maliki scholars in assisting network traders.

The parchment, when unfolded, is an unusual size. The entire folio, penned in tight small Maghribi script completely covering both sides, is 50 by 65 centimeters (20 by 25 inches) in dimension. The sheer size of the sheet of paper, which in all likelihood is of European origin, is such as I have not encountered elsewhere. The parchment contains the certified copies of four documents produced for safekeeping and future referencing. While I have seen copies and excerpts of original fatwas in Saharan private libraries, never have I come across such an attempt to record several legal documents in a single folio.¹⁰ These multiple versions and interpretations of events make for particularly rich historical data. Indeed, it is fortuitous for the historian to review four texts authored by different parties deliberating a single case. While much information is missing (including the exact causes of the traders' deaths) and while the document was damaged in places and there are several gaps, the source is unique. It provides intricate details about the modus operandi of members of a trade network and their peripheral associates, on the one hand, and the mediation of legal service providers – a qadi and three muftis – on the other.

The first and lengthiest text is the legal report by the qadi Muhammad b. Muhammad al-Saghir b. Anbuja of Tishit's well-known family of legal scholars, who modestly identified himself as "the poor man (*al-faqir*) who needs his God." It is written in the form of a letter addressed to: "the community guarded by the watchfulness of God and guarded by His divine providence, that *is the community of the protected people of Guelmim and in particular those who fear God exalted," Shaykh Bayruk, his paternal cousin Arwili, and other men concerned with the inheritances of the four Tikna traders formerly stationed in Tishit. The report tallies the estates of each trader in turn, detailing their financial affairs with other network members and associates. It also describes how Shaykh b. Ibrahim

¹⁰ Wad Nun Inheritance Case (1269/1853), Arwili Family Records, Archives of Shaykh Hammuny (Shingiti). The document, which I photographed in 12 segments, once painstakingly transcribed and translated, is 24 single-spaced typed pages in length.

TABLE 7.1 (continued)

III: 'Aly b. Hammad (AH)		
<p>4. Debt: 137 mq. (owed to B)</p> <p>9. Owns: number of camels</p> <p>10. Owns: ten camel-loads carrying 90 baysas of markani (American?) cloth</p> <p>ii. Owns: over zoo milhafa of akhal</p> <p>12. Owns: zo loads (?) of hiram cloth (wool)</p> <p>13. Debt: (shared with unnamed): 350 salt bars owed to `Aly b. Attayah of which 250 were reimbursed with camels, camel-feed, and baysas.</p> <p>14. Debt: 464 silver mq. (116 mq.) to <i>unnamed Jew</i>. Reimbursed with 87 milhafas of akhal via <i>Baba</i> (brother of SI) in Guelmim</p> <p>15. Debt: to <i>Shalum the Jew</i> (in Guelmim) 36 silver mq. (1z mq.) paid in akhal</p> <p>16. Debt: to Shalum's envoy, 'Aly b. Ibrahim b. Limhif iz mq. paid in akhal</p> <p>17. Debt: to <i>Muhammad b. Buddah</i> of 8 mq. paid in akhal</p> <p>18. Debt: to <i>al-Salih Ibrahim b. Ahmayda</i> of 7 mq. paid in akhal</p> <p>19. Debt: to <i>Muhammad b. Ahmad b. Ahmarmar</i> of 4 mq. paid in akhal</p>	<p>20. Debt: to <i>Muhammad Ibrahim al-Demuys1</i> to mq. paid in akhal</p> <p>21. Debt: to SI 3 mq. (paid?)</p> <p>22. Debt: to <i>AF</i> 27 mq. paid in akhal</p> <p>23. Debt: to <i>AF</i> 15o silver mq. (40 mq.) paid in akhal</p> <p>24. Entrustment^f: 45 mq. <i>Ahmayda b. Muhammad Ibrahim</i> for 5 blankets (<i>kisa'</i>) paid in akhal</p> <p>25. Entrustment: 11 mq. <i>Ahmad al-Qadur al-Maja`ti</i> for i red blanket (<i>kisa'</i>) paid in akhal</p> <p>26. Entrustment: 4 mq. to al-Ghazima (wife of <i>B</i>) paid in akhal</p> <p>27. Entrustment: 4 mq. to Mbarak b. Ahmad al-Znagi paid in akhal</p> <p>28. Debt: to wife #2 of AH a small amount of gold invested in an <i>ibda'</i> contract (not paid)</p> <p>29. Debt: 75 salt bars owed by `Aly b. Attayah to wife #2 of AH, paid with a forward purchase of camels, all except 13 z salt bars</p> <p>30. Debt: to wife #1 of <i>AH</i> 30 salt bars paid in clothing (<i>athwab</i>)</p>	<p>31. Debt: herder is paid his due (unspecified amount) in akhal</p> <p>32. Debt: man (unnamed) owed mq. (unspecified amount) paid in akhal</p> <p>33. Indemnity: paid to 'Aly b. Attayah for a forward purchase of defective camels, paid with a debt-swapping contract</p> <p>34. Substantial debt (<i>dhimma `amira</i>): owed to an unnamed debtor 5 mq. (not disbursed but found in <i>AH's</i> contracts)</p> <p>35. Partial credit: owed to <i>Muhammad b. Ibrahim b. Sid Ahmad Lazgham al-Baggari'</i> (unspecified amount) reimbursed in merchandise</p> <p>36. Payment: to unnamed too mq. paid in akhal</p> <p>37. Payment: to unnamed 50 mq. paid in akhal</p> <p>38. Debt: to Bujum'a 45 mq. paid in akhal</p> <p>39. Payment: to the gadi of Tishit for his services z mq and $\frac{2}{3}$</p> <p>Stated total: 133 mq.</p>

		(total of 6oz mq. obtained for the akhal which included 137 mq. advanced by <i>B</i> and 40 mq. advanced by the <i>Izargiyin</i> (5) and 64 mq. advanced (investments and forward purchases) by numerous investors and clients to AH for a total of 2 ₄₁ mq.)
V: Shaykh b. Ibrahim al-Khalil (SI), Actions as Legal Executor of `Aly Fal's Affairs, with the Assistance of the Qadi		
<p>1. Provides for <i>AF's</i> family, paying the maintenance fee (<i>nafaqa</i>) to his breastfeeding wife, `Agida bint Talib al-Salih, and their three children</p> <p>2. Paid <i>AF's</i> local taxes (<i>mudarat</i>)</p> <p>3. Collected <i>AF's</i> cloth (<i>khunt</i>) arriving from Senegal (too mq.)</p> <p>4. Collected <i>AF's</i> akhal (100 mq.)</p> <p>5. Forward purchased 205 salt bars with 3.</p> <p>6. Reimbursed <i>AF's</i> confirmed debts</p> <p>7. Transferred 50 mq. to <i>AF's</i> family on his behalf as per <i>AF's</i> instructions in a letter sent after his departure</p> <p>8. Hides from raiders the deceased traders' assets in various secret locations</p>	<p>18. <i>SI</i> settles a complex transaction (unknown debtor—document gap) of 72 mq. paid to <i>Salim b. Ahmad Salim</i>/ In turn, <i>Salim</i> owed 70 mq. to <i>Hamayda</i> who, in turn, owed 16 mq. to <i>AF</i></p> <p>19. Paid <i>AF's</i> debt of 6 mq. owed to <i>Bujum`a</i></p> <p>zo, Paid B's debt of 133 mq. owed to Bu um`a</p> <p>it. Paid <i>AH's</i> debt of 450 silver mq. (11z.5 mq.) owed to <i>Muhammad Fal b. Sidi Buya of the Awlad Bu Siba'</i> the envoy of <i>Sidi `Abdarrahman</i>^k (in Guelmim one of the addressees of the qadi's report) paid with several debt-swapping contracts (for a total of 68 z mq.)</p>	<p>z8. <i>AF's</i> brother, <i>`Abdallah b. Arwili</i>, took 375 $\frac{2}{3}$ mq. plus zz mq. plus 7 mq. and merchandise (worth 7 mq.), plus 8 mq. and a provision bag (<i>muzawad</i>) and water-skin (<i>girba</i>) and 10 mq. (from the sale of clothes and cloth). He also paid z mq. and 31 mq. in local taxes (<i>mudarat</i>), but he left without paying <i>AF's</i> wife, `Agida bint Talib al-Salih, her share of the inheritance.</p> <p>Stated total: 4361 mq.</p>

(continued)

TABLE 7.i (continued)

V: Shaykh b. Ibrahim al-Khalil (continued)		
9. Sends 3 envoys to collect AF's 700 salt bars (in mq.) located in the Sudan (most probably Mali)	22. Paid to the envoy of AF's father (named Arwili) $375 \frac{2}{3}$ mq.	29. Entrustments held by B, that were presented with written contracts, including z salt bars for Muhammad b. `Amara, 3 salt bars for `Umar b. al-Shaykh Ibrahim (this is possibly another brother of SI), t mq. to `Aqida bint Talib al-Salih, 6 salt-bars to Shalum the Jew, and $\frac{1}{2}$ salt bars and t baysa for `Abdallah b. al-Mansur (Maghribi name)
10. Paid AF's unnamed associate who sold his salt in the Sudan	23. The total maintenance fees paid to the families of AF and HA was assessed at 1° mq.	30. Debt owed by B according to a written contract due to Malay Ibrahim of 304 mq. and z ounces (in ugiya or coins?) settled on his behalf by Ambayrikat b. al-Hajj Muhammad al-Rakuk ^m (who took charge of the HA's estate on behalf of his inheritors in Guelmim) which include 40 mq. for Muhammad b. al-Faqir Muhammad al-Mashari, 7 mq. for `Abayd b. Ahmad Ahrati, too mq. for Shalum the Jew, and 97 mq. for the warehouseman (al-khazzan) Masud b. al-Naftali ⁿ
11. Paid the rent for AF's family house in Tishit	24. AF's possessions included one knotted rug sold for 7 mq., a provision bag for millet (gap), a knife, some amount of honey, and one book valued at 15 mq.	
12. Kept 5 salt bars as personal fee (?)	25. Paid π mq. to Baba (brother of SI) to deliver (physically or with a money order) 300 mq. to families of B and HA in Guelmim	
13. Sold to AF's wife, `Agida, a male slave for 34 salt bars (taken from her inheritance share and later valued at 17 mq.)		
14. Collected AF's 55 mq. exchanged for salt	26. SI charges 15 mq. for paid expenses including to AF's family.	
15. Collected τ mq. debt owed to AF by Ibn Ma brill	27. Payment of 5 mq. to the scribe paid by the gadi (who himself was paid $2 \frac{2}{3}$ mq.)	
16. Paid a debt of 2 gold earrings worth 40 mq.		
17. Paid AF's wife's brother 30 mq. (with 14)		

^o The names and initials of names of Tikna are underlined, while those of the Awlad Bu al-Sibs` and Jews are italicized. Names not underlined or italicized either are not from these groups or have not been identified as such. The transactions between the four Tikna traders are numbered (repeated numbers corresponding to shared transactions). The actions and transactions executed by Shaykh b. Ibrahim al-Khalil are numbered separately.

^b Tikna who resided in Shinqiti and was one of the first Tikna traders to settle there from Wad Nun.

^c Tikna trader from Liksabi who was later joined by Salim b. `Umaru Dawud Kaolack (Senegal), of which Niassene is a suburb.

^d Tikna trader from Guelmim residing in Shinqiti who purchased land there in 1271/1855 (see Chapter 4).

^e Most of the debts were paid in akhal cloth from AH's caravan (see Table 7.2) at the rate of $i \frac{2}{5}$ mq. per milhafa.

^f Father of Mariam Mint Ahmayda (discussed in Chapters i and 4).

^g This trader belonged to the earliest clan of the Awlad Bu al-Sibs` to reside in Shinqiti.

^h The following four entries were entrustments (*amanat*) held by AH for safekeeping or for resale.

ⁱ This Awlad Bu al-Siba' trader and progeny first resided in Shinqiti before moving to Atar in the early twentieth century.

^j This is the father of Muhammad, Ibrahim, and Buhay, the three brothers whose correspondence from Shinqiti, Walata, and Timbuktu is discussed earlier and in Chapters 3 and 5.

^k While this man's full name is never stated in the report, it seems likely that he was from the Wad Nun. Tikna from Guelmim who resided in Shinqiti.

^m Tikna from Guelmim who resided in Walata and whose son, Bashir, moved to Timbuktu in the early twentieth century.

ⁿ Brother of Joseph and Abraham Naftali Afriat who was Shaykh Bayruk's representative in Al-*Šawira* (discussed in Chapters 3 and 4).

whether it is the property of the people of the North [*ahl al-Sdhil*, meaning the Tikna and Awlad Bu al-Siba`], or those of the people of Arawan [north of Timbuktu]. *They covet the property in the houses of strangers (al-gharib)*, in preference to the houses of the deceased or missing (*al-fagid*). And this is their custom (*ddatihum*) which everyone knows about."

That raiders targeted foreign assets first, and the assets of the missing or the deceased second, is an important consideration for understanding the case of the four Wad Nun partners. Attacks by warrior groups and random raiders caused the death of at least the first of the traders. Two others are known to have perished in Senegal and Mali while on trade missions.

Trader One: Baghlil's Passing

Sometime in 1265/1848-9, Muhammad b. Mbarak, nicknamed "Baghlil" ("the potbellied"), died at the hands of pillagers who ransacked his caravan. The exact circumstances surrounding his death were not revealed in the report. This probably was due to the fact that Baghlil's fate had been the subject of a previous correspondence dispatched to Guelmim by the qadi of Tishit. As he stated, "we have written to you about what happened to his inheritance (*tarikatihi*) and the property that the raiders took from him during the time of his death." Baghlil left behind a wife in Tishit named al-Ghazima, some unspecified amount of cotton cloth, several lines of extended credit, and a handful of debts. Following this tragic event, Baghlil's colleague and fellow Tishit resident, al-Hajj `Aly, took responsibility for his inheritance. He proceeded to collect his property and sort out his financial obligations, including his guaranteed debt contracts (*duyun bil-dhim(n)*) in order to assess the estate for Baghlil's inheritors. The extent of his assets, in the form of generic cloth (*khunt*), was valued at 140 mithqals." Baghlil's largest loan, on the order of 137 mithqals, was owed by another Tikna trader named `Aly b. Hammad. Moreover, based on another written debt contract, an unnamed trader owed Baghlil the sum of 50 mithqals, which his executor al-Hajj `Aly collected.

During the months that followed, other outstanding debts were revealed (see Table 7.1, Sections I and V). One such debt of 40 mithqals was paid to a Tikna of the Izargiyin clan, who seemingly was in partnership with Baghlil. More substantial debts were later settled on Baghlil's behalf, including several amounts owed to other Tiknas, and two debts to

Jewish traders of Guelmin. One in the amount of 100 mithqals was owed to "Shalum the Jew," from the prominent Jewish family of Guelmim discussed in Chapter 4. The other debt was for 97 mithqals owed to the aforementioned Masud b. al-Naftali also of Guelmim." As suggested previously, he was identified as "the warehouseman" probably because of his import-export activities with Al-Sawira. Mas`ud's brother Joseph, who worked closely with Shaykh Bayruk as his principal agent in Al-Sawira, would have been his associate.

Another of Baghlil's debtors, not named but simply referred to as his *sahib* (associate, friend), came forward to reimburse his loan of 140 bays as of cloth of an unspecified quality. But he offered only 4 mithqals per unit of cloth, which apparently "was insufficient and al-Hajj `Aly refused to take it." But, in an act of generosity, another Tikna trader in town named Muhammad b. Ahmayda, with interests in Shingiti, stepped forward. He took possession of the loan, saying that "it was not good for one to have debts underneath him." In other words, Ibn Ahmayda took over the debt of his deceased trading partner at a seemingly unfavorable exchange rate on the basis that it was unacceptable for his colleague to take debts to the grave, a point I will return to. However, the report does not make clear how this transaction was realized, nor does it state what sum was derived from the deal or how it was computed into Baghlil's estate. In any event, what appears to have been a last gesture of solidarity toward a deceased trader was one that ideally characterized the cooperative behavior among members of a trade network.

Trader Two: Al-Hajj `Aly

Shortly after Baghlil passed away, al-Hajj `Aly died while visiting the town of Aniyas. Although not identified this may be Niassene (Taiba Niassene), in the Saloum region of Senegal not far from the town of Kaolack, where, decades later, the Tijani Sufi leader Ibrahim Niassene would rise to fame and several Tiknas held strong positions in the market. The circumstances surrounding al-Hajj `Aly's death are undisclosed. But, while he could have been killed, it is not unlikely that he may have contracted a disease, such as smallpox, or died of natural causes.

Before leaving on his mission, al-Hajj `Aly appointed `Aly Fal b. Arwill, a fellow partner also residing in Tishit, to manage his affairs in his absence. As the news of his death reached Tishit, he took responsibility for

" Ibid. The quotes that follow are from the same source, unless when otherwise stated.

" All these sums are in gold mithgal (approx. 4.25 grams) unless otherwise indicated.

" Schroeter, *Merchants*, 48; Abitbol, *Commerfants*, 90, n. 116.

al-Hajj 'Aly's postmortem affairs. By extension, 'Aly Fal also assumed the task of sorting out Baghlil's pending inheritance, since this fell under al-Hajj 'Aly's obligations. This inheritance, however, proved to be slightly more complicated than that of Baghlil. For one thing, like many trans-Saharan traders, al-Hajj 'Aly practiced long-distance polygyny, with a wife and children in Guelmim and another family in Tishit. The name of his wife in Tishit was not revealed, although she is referred to as al-Masniya, which is to say that she was of the Masna clan.

Although al-Hajj 'Aly's "assets were lost" in Aniyas, it came to be known that another Tikna trader there, named Sidi Masud al-Yagguti, had some of his property in holding. So 'Aly Fal quickly dispatched a wakil who retrieved the considerable sum of 197 mithqals (almost one kilogram of gold). Then he settled with a trader of the Rgaybat clan to whom al-Hajj 'Aly owed an unspecified amount. What is more, 'Aly Fal reluctantly paid 11 mithqals as part of the inheritance due to al-Masniya, but only after the gadi of Tishit and Shaykh b. Ibrahim compelled him to do so. As the gadi reports:

We know that he paid the eleven [mithqals] to the wife by our order, after he consulted with us to put an end to the dismaying dispute, for the escalation and circulation of the news of such malicious acts unquestionably would cause damage.

While there is no way to know what happened, it is clear that 'Aly Fal had intended not to furnish al-Masniya her share of the inheritance. Other examples discussed below demonstrate a similar tendency to shortchange women of the Wad Nun diaspora.

Trader Three: 'Aly b. **Hammad**

'Aly b. Hammad was the next of the Tikna traders to die, in 1266/1849, just months following al-Hajj 'Aly. And so 'Aly Fal took responsibility for his inheritance as well. Here, too, the task was compounded by the fact that 'Aly b. Hammad, like his deceased colleague al-Hajj 'Aly, also was a polygynist. 'Aly b. Hammad's passing occurred shortly before the arrival of several of his caravans. One came from the north, transporting woolen blankets (*hiram*, 20 units or camel-loads?) and ten camel-loads of baysas of *markani* cloth (probably of American origin), originally purchased in Al-Sawira. The other caravan was transporting over 200 milhafas (7.5 meters in length) of akhal, or black cotton cloth of South Asian origin and purchased from European traders.

As news traveled about 'Aly b. Hammad's death and the return of his caravans, various unidentified raiders descended on Tishit to lay their hands on the merchandise. As the gadi reports, "then there were so many raiders that [people] feared for their possessions." But thanks to the maneuvers of both 'Aly Fal and his colleague Shaykh b. Ibrahim, they succeeded in safeguarding this merchandise and that of the two other deceased traders. First, they consolidated the goods, then "they hid them completely." They made use of Tishit's underground tunnels (*naqb al-dur*) and secret cellars in various houses. But the raiders

entered the home of 'Aly b. Hammad and requested his property, and they did not spare Shaykh b. Ibrahim and 'Aly Fal to the point that they encircled them to force them to reveal where the goods were hidden, and they made them swear that they did not have any assets. Such a case cannot be considered within the jurisdiction of the *Shari'a*. They both told them what was left of his wealth, what was taken by his creditors, and that there was nothing left.

Eventually, they managed to deter the raiders by offering them "necessities" (*hawaij*) as gifts. But in the process, they had lied to the raiders about the extent of 'Aly b. Hammad's assets. As the gadi admits, their duplicitous actions could not be considered within the domain of the divine law since they were performed under duress caused by unruly raiders. To protect their fellow partners' property, therefore, trade network members were prepared to engage in subterfuge.

Once the raiders had departed, "the creditors rose to claim their rights . . . to free the dead of their obligations to which they are indebted." As for 'Aly b. Hammad, he owed many creditors, but this was a reflection of his reputation and creditworthiness, not his indebtedness. In fact, a large portion of these debts were simply forward purchases of akhal made in advance of his caravan. It was through such forward purchases that 'Aly b. Hammad, like other trans-Saharan traders, financed caravan expeditions. While there are some gaps in the document, it is nevertheless possible to assess the size of these investments, totaling about 743 gold mithqal, or over 31 kilograms of gold.

The majority of 'Aly b. Hammad's investors for this particular caravan were northerners, namely, Tiknas, Awlad Bu al-Siba's, and Jews from Guelmim. These debts were paid at the rate of one and two-thirds mithqal per milhafa of akhal cloth. Other debts were settled in other merchandise, and well as through other means, such as the swapping of debt contracts (see Table 7.2).

Among the third trader's creditors were several women, namely, his two unnamed wives and the wife of another network member. One wife,

simply referred to as `Aly b. Hammad's "first wife, mother of his young daughter," presented herself to `Aly Fal to claim her due. She had a credit of 30 salt bars, for which he reimbursed her not in goods but simply in clothing (*athwab*). As for his second wife, whose location is uncertain, she had invested an unspecified amount of gold in an *ibd a'* contract with her husband. As discussed in the preceding chapter, these were trade-without-commission contracts, typically negotiated between husbands and wives. She was due to receive in exchange 75 salt bars, but her husband's principal caravan worker, a certain `Aly b. Attayah, who was in charge of his camels, simply "did not transfer her due payment (*lam yahawal ajliha*), and it still remained unpaid at that time." Eventually, "during the salt extraction season (*zaman al-hush*)," she was reimbursed, but received only 61 bars, and not the full amount. Finally, a "written and witnessed document" between `Aly b. Hammad and al-Ghazima, the wife of his deceased colleague Baghlil, was "found" in his papers. This was a storage or entrustment contract for the sum of 4 mithgals, for which al-Ghazima was then reimbursed in akhal.

Muhammad b. Ibrahim b. Sid Ahmad Lazgham al-Baggari, one of the earliest Awlad Bu al-Siba` to settle in Shingiti, was also one of `Aly b. Hammad's debtors.⁵⁴ He

presented himself with a written document stating that he owes 6 mithqals to `Aly b. Hammad and he claimed that he had already paid a portion [of this debt]. In the end he [Aly Fal] took what was accepted as debt in [the form of] merchandise. Then they both presented themselves [before the gadi] and scratched his name from the document in our presence.

As noted in Chapter 6, erasing or crossing out names and dues on written contracts in front of witnesses, including judges, was a common method for recording debt cancellations. The fact that this Awlad Bu al-Siba` trader traveled to Tishit to make due on a debt, and the fact that he was believed about having made a previous installment, are indicative of the honesty and good faith prevailing among the members of the Wad Nun trade network.

Other Wad Nun debtors either sent envoys or made use of the financial tools of the paper economy to collect their dues. To receive payment, the above-mentioned Shalum sent an Awlad Bu al-Siba` agent, who also was owed several mithqals by `Aly b. Hammad. His largest Jewish creditor,

⁵⁴ Interviews in Nouakchott with `Abd al-Wahab Wuld Shaygar (07/18/97); Muhammad al-Mandi Wuld Muhammad al-Amin Wuld Ibrahim Wuld A` waisi (07/08/98); Muhammad al-Amin Wuld Salah Wuld al-Gharrabi (07/05/98).

TABLE 7.2. Investments and forward purchases of akhal cloth made on `Aly b. Hammad's caravan from Wad Nun paid in gold mithgal unless otherwise specified

Baghlil ^a	137 (basic loan or forward purchase?)
Unnamed creditor	100
Unnamed creditor	5 ^c
`Aly Fal	67 (including 150 silver mq.)
Bujum`a b. Ahmad b. Ibrahim	45
Shaykh b. Ibrahim al-Khalil ^b	3
Shalum "the Jew"	12 (3.6 silver mq.)
Shalum's envoy `Aly b. Ibrahim b. Limayif ^b	12
Unnamed Jewish Trader	116 (464 silver mq.)
Muhammad b. Buddah ^b	8
Muhammad Ibrahim al-Dimuysi ^b	10
Muhammad b. Ahmad b. Ahmarmar ^a	4
Al-Salih Ibrahim b. Ahmayda ^a	7
`Aly b. Hamayda ^c	112.5 (450 silver mq.)
Mbarak b. Ahmad al-Znagi	4
Creditor X (gap in the document)	55.5
Herder (<i>al-ra'i</i>)	Forward wage
Total amount obtained for the sale of the caravan loads of akhal	743 mq. (equal to 450 milhafas of akhal)

^a Tikna.

^b Awlad Bu al-Siba`.

^c Jew.

^d Unknown.

who remained unnamed, was owed 464 silver mithgals, or 116 gold mithgals, at the going exchange rate of four to one. He was reimbursed through the intermediation of Baba b. Ibrahim al-Khalil, the brother of Shaykh b. Ibrahim stationed in the Wad Nun. Apparently, this debt was transferred by means of a money order (*hawala*) between Baba and his brother Shaykh. Later, Baba's services were employed to transfer the inheritances of Baghlil and al-Hajj `Aly, for the fee of 11 mithqals, although in this case it is unclear whether this was done physically or virtually. Such financial transactions demonstrate the embeddedness of Wad Nun traders with their Jewish and Awlad Bu al-Siba` associates, as well as the facility with which they transferred funds across long distances through "IOUs" between members.

Aside from paying off their creditors, `Aly Fal b. Arwili also managed the affairs of his deceased partners, as executor of their estates. Obviously,

for this task, it was imperative to keep the merchandise moving so as to avoid its becoming the target of raiders. Some quantity of `Aly b. Hammad's cloth remained, so `Aly Fal used it to forward-purchase salt. As stated in the report, "he sold the akhal for salt until the salt extraction season (*bai` al-milh ila zaman al-hush*), and with [the salt] he purchased gold but not until the arrival of the caravans." In other words, the cloth was sold for salt bars to be delivered at a future date, and subsequently these would be exchanged for gold. `Aly Fal also leased `Aly b. Hammad's salt to others on lease contracts. Yet it appeared that some of this salt became "confused" with `Aly Fal's own salt and that of another trade network member, the above-mentioned Tikna Bujum`a b. Ahmad b. Ibrahim stationed in Shingiti.^{ss} This, but especially other actions discussed below, indicate that `Aly Fal may have taken certain liberties with the estates of his deceased partners.

Trader Four: `Aly Fal b. Arwili

Shortly after the arrival of the northern salt caravans, `Aly Fal b. Arwili organized an expedition headed south to Mali in January 1850 (*rabbi al-awal iz66*). Aside from `Aly b. Hammad's salt, he traveled with funds belonging to the estates of the other deceased partners. As per the report:

This is evident from the testimony he gave to us on the day he [Aly Fal] departed from [Tishit], on his trip from which he never returned, that he [Aly Fal] had in his possession¹⁸⁶ gold mithqals belonging to al-Hajj `Aly.... Moreover, he also testified the day of his departure that he was liable for the amount of⁴⁵ [mithqals] taken from one of Baghlii's debtors.

It was the gold of al-Hajj `Aly that was to become the main point of contention in the ensuing legal dispute.

Before leaving, as was customary for members of a commercial coalition, `Aly Fal designated an associate to watch over his affairs in his absence. So he chose Shaykh b. Ibrahim of the Awlad Bu al-Sibs` as legal guardian of his estate. The words of the qadi of Tishit are worth quoting here in full since, as I have argued above, this task was among the principal responsibilities of trade network members.

He commissioned Shaykh b. Ibrahim al-Khalil as legal representative (*wakilan*) of his property and his dependents (*iydlihi*) and as legal executor (*wasiyan*) of his

^{ss} Interviews in Shingiti with Muhammad Said Wuld Buhay, Khadijatu Mint `Abdallah Wuld `Aly, and Fatima Mint `Abdarrhaman Wuld Buhay (03/02197).

estate after his death. He informed him about all of his affairs and delegated to him exclusively the administration of his assets and the property entrusted to him, while alive and after his death. He gave him his written contracts (*uqad*) and he commissioned him the management of his estate. However, to our knowledge, he did not leave any goods in his hands, but he informed him about the locations of his affairs throughout the town, with whom he deposited them and what he left in his house. So he [Shaykh b. Ibrahim] took care of his family. In his absence he collected some of his khunt which arrived after his departure from the direction of the Senegal River (*al-garib*). With it, he forward-purchased²⁰⁵ salt bars deliverable at a future date (*ila ajli*). And he did not cease taking care of his affairs, providing for his family and doing what [Aly Fal] ordered him to do. And he discharged debts that were confirmed on his behalf.

But `Aly Fal b. Arwili never returned from this caravan expedition. Eight months later, the community of Tishit got news that he had met the fatal fate of his fellow partners in trade. It befell Shaykh b. Ibrahim, therefore, to face not only the task of settling `Aly Fal's inheritance, but also, by extension, the postmortem accounts of the three other Tikna traders who had died in a relatively short period of time. Such a time-consuming endeavor could take years given the itinerant lifestyles and extended polygynous families of these trans-Saharan traders. Clearly, this was a highly risky commitment because of the exposure of stranger-traders to raiders, not to mention the fact that `Aly Fal was related to the prominent leader of the "Door of the Sahara."

The Limits of Collaboration

For reasons that can only be speculated about, the fifth trader, Shaykh b. Ibrahim, tried to back out of his legal obligations toward the Wad Nun trade network. Perhaps he believed that he was not capable of handling this now infinitely more complicated matter. Perhaps he foresaw that it would become a contested series of inheritances. He may have argued that times were extremely insecure, ransacking was rampant, and as a foreigner in town he feared for his own safety and that of his family to the point that he could no longer guarantee the safekeeping of the estates of the deceased. Whatever his reasons for suspending his collaboration with the network, Shaykh b. Ibrahim attempted to relieve himself legally of the obligation to manage his partners' affairs.

So Shaykh b. Ibrahim approached the qadi and the council (*jama'a*) of Tishit "to withdraw from the contractual obligation as legal executor of [Aly Fal's] estate." But the religious establishment responded that "this was impossible because what is expected of him after his death is greater

than what is expected of him during his living (*la sabil ila dhalik liana al-marjuw minhu ba'd wafatihi a'xam min al-marjuw minhu fi hal hayatihi*). They consulted with other Wad Nun traders in town, including Sidi al-Nafagh, `Abd al-Qudus, and Salim b. Ahmad al-Salim (the father of the Tikna traders whose late-nineteenth-century correspondence between Shinqiti, Walata, and Timbuktu was featured in previous chapters). But they all agreed that Shaykh b. Ibrahim

is the first and best positioned to manage his inheritance, may God bless him [i.e., 'Aly Fal] with judiciousness, accuracy, and *trustworthiness* (*hazman wa dabtan wa amanatan*). Moreover, we found no other who would accept [this task] because of the difficulty of the situation and the great number of thieves (*katharat al-sari-del*). And everyone is busy with their own affairs seeking shelter in the underground tunnels of their houses and safety to save only himself.

They therefore insisted, until he finally accepted the task, for "he acknowledged that it is not in his power but that of God to refuse it." Pressured by fellow traders and the local Muslim authorities, then, Shaykh b. Ibrahim took responsibility and proceeded to manage the postmortem affairs of `Aly Fal and the three other Wad Nun traders (Table 7.1, Section V).

Consequently, Shaykh b. Ibrahim continued to provide for `Aly Fal's family in Tishit, namely, his wife `Agida bint Talib al-Salih, who was breastfeeding⁵⁶ their third child, and his slave girl (*ama*). In preparation for the final dissolution of `Aly Fal's estate, his male slave (*abd*) was allocated to his wife for 34 salt bars. This sum was later assessed for inheritance purposes at 17 mithqals, but, as seen below, `Aly Fal's Guelmim family failed to provide 'Aqida with the remainder of her share of her husband's inheritance. Shaykh b. Ibrahim also settled with 'Aqida's brother who had invested two golden earrings weighing 40 mithqals in the salt trade with `Aly Fal. Moreover, he assessed his local taxes, received his shipments, forward-purchased salt with his cloth inbound from Senegal, and settled his numerous debts and those of the other deceased traders.

Debtors of the deceased arrived in Tishit demanding their dues. On one such occasion Shaykh b. Ibrahim allowed the debtor to collect in exchange for debt contracts, yet another financial practice discussed in Chapter 6. And so:

Muhammad Buya b. Ahmad Fal of the Awlad Bu al-Siba⁵⁷ came with an agency contract (*rasm wakala*) that certifies that `Aly b. Hamayda owes 450 silver

mithqals [112.5 gold mithqals] to Sidi Abdarrahman [one of the men from Guelmim to whom the letter is addressed]. He [Shaykh b. Ibrahim] authenticated the document (*thabata al-rasm*), and he found only the outstanding⁵⁵ and^a [mithqals], set aside for another debt contract that remained unclaimed that were paid to him, and we gave him access to `Aly b. Hammad's documents to check his creditors to recover his loan in this way [by acquiring an outstanding debt contract]. He took 4 mithqals with one creditor and he took 7 mithqals from the¹³ [?] and the remainder, which we said was left for `Aly b. Hammad from the⁷⁵ aforementioned. And he found some of the assets [probably akhal] of `Aly b. Hammad [gap] he took them at , mithqal and 1/4. And he noticed 5 mudd" of millet that were taken on credit for 5/7 of a mithqal.

So this debt was swapped in exchange for a bundle of contracts and other merchandise, and while the total did not amount to the original debt, it was accepted and payment was thus settled.

More than a year after `Aly Fal's passing, several agents of the four Tikna traders traveled to Tishit to recover directly the assets of their relatives. In Safar 1268/December 1851, a representative of the Arwili family, named `Abdallah b. `Aly, arrived accompanied by Ibrahim b. al-Hajj `Aly, the son of the second deceased trader. The first carried with him two legal documents. One authorized `Abdallah b. Arwili, the brother of the deceased `Aly Fal, to collect the inheritance on behalf of the family, and the other gave the carrier of the documents, the said `Abdallah b. `Aly, power of attorney to act on behalf of `Abdallah b. Arwili. As for Ibrahim b. al-Hajj `Aly, he "came requesting the estate of his father and he brought with him a document containing the power of attorney for the inheritors of his father (*tawfil wirth abihi*) and their exclusive list."

All those involved attempted to sort out their claims from the bewildering complexity of multiple transactions by multiple parties in multiple currencies. Meanwhile, additional debtors came to plead for their rights. Among what was owed to Baghlrl, what remained of `Aly b. Hammad's wealth, and what was to be bequeathed to the inheritors of the two other traders, several hundred mithqals were separated for al-Hajj `Aly's inheritors and just over 500 were set aside for `Aly Fal's family. But soon, `Abdallah b. Arwili came in person to Tishit to deal directly with his brother's estate. There was some disagreement about what the son of al-Hajj `Aly, who had by then departed, was given and what was due to the Arwili family. When claiming his rights, `Abdallah b. Arwili apparently took more than his fair share and in the process certain debts owed

⁵⁶ The specific mention of breastfeeding was important, for it meant that she was entitled to receive an extra ration in her maintenance fee (*nafaqa*).

⁵⁷ This is the great-grandfather of Falla Samba Djaye, interviewed in Tishit (05/03/97).

^a A mudd was a dry measure for cereal. The mudd of Tishit was the largest one in the region (Chapter 6).

by his brother `Aly Fal remained unsettled. As for Shaykh b. Ibrahim, who did not receive anything except perhaps five salt bars for his services, he generously or wisely downplayed, according to the qadi, what he was due for caring for `Aly Fal's family.

Trade Network Misbehavior

Throughout this report, several of the actions of traders did not comply with what was expected behavior for a network member. Indeed, there are instances, some clear, others less so, that point to the misbehavior of coalition members. First, Shaykh b. Ibrahim's attempt to step down as executor of the traders' estates shows that there were limits to collaborative behavior in a network. His readiness to renege on his pledge to protect the assets and families of his deceased colleagues could be perceived as defaulting on his membership commitment. By all accounts, however, his actions were those of a man desperately seeking to safeguard his life and that of his own family. Given the extenuating circumstances of the insecurity reigning in Tishit in this period, marked by the final debacle of a violent civil war between the Masna and the Awlad Billa, this decision may have been warranted. More problematic, however, were the actions of `Aly Fal prior to leaving on his final caravan.

On several occasions, disclosed with subtle tact in the qadi's report, `Aly Fal apparently pocketed the loans of his partners without computing these into the final accounts. I have already mentioned that in dealing with `Aly b. Hammad's leftover cloth, which he exchanged for salt bars, `Aly Fal then leased some of the salt. These actions also went unrecorded, and he added this salt to his own share without specifying amounts. Moreover, when preparing his departure for Mali, he evidently misbehaved by initially refusing to pay to al-Hajj `Aly's family, namely, his wife al-Masniya, her inheritance share. This incident was sufficiently awkward for the judge of Tishit to call it a "malicious act," which potentially could have escalated into a major feud between the parties. It was only after being pressured by the qadi that `Aly Fal was compelled to hand over to her 11 mithqals. It is further apparent that he discriminated against `Aly b. Hammad's first wife in disbursing her credit of 30 salt bars not in merchandise, as with all his other debts, but in mere clothing.

But perhaps the most grievous act of all was when he took off on caravan with gold belonging to the inheritors of two of his deceased partners, namely, 186 mithqals belonging to the estate of al-Hajj `Aly and

45 mithqals owed to Baghlil's inheritors. `Aly Fal seems to have financed his last caravan expedition with funds that belonged to the deceased. To borrow Beshara Doumani's words, describing inheritance among kin, `Aly Fal seems to have confused his partners' estates with a personal "consolidation strategy."⁹ While he did declare to the qadi and others before his departure having such amounts in his possession, by all accounts these should have been transferred to the rightful heirs. Because these funds were folded into his own assets, and `Aly Fal failed to keep proper accounting and to distinguish between the liabilities, the amounts became muddled up in the devolution proceedings. While the son of al-Hajj `Aly was handed over the 186 mithqals by the executor, Shaykh b. Ibrahim, with the assistance of the qadi, this particular amount was contested by `Aly Fal's inheritors who claimed it as their own.

Finally, when `Abdallah b. Arwili departed from Tishit with his brother `Aly Fal's estate, the qadi and others realized that he had taken some funds by mistake. Worse still, he callously neglected to bestow upon `Aly Fal's Tishit family, namely, his wife 'Aqida, their share of the inheritance. So the qadi pleaded: "she demanded the remainder of what was due to her to `Abdallah b. Arwili who did not give her anything. Now that the estate had been delivered to you, listen to her." Whether justice was served in the end is uncertain. But clearly this pattern of misbehavior toward the wives of the deceased seems to have been generalized in this particular case. What is also abundantly clear is that in all of these proceedings the women of the trade network were not consulted. Even in the case of al-Ghazima, Baghlil's wife, she was reimbursed her credit to `Aly b. Hammad only after her contract was found among his papers.

A Legal Dispute

By the time all accounts were cleared and all of these transactions had been committed to writing by the qadi in his report to the community of Guelmim, three years had elapsed since Baghlil's unfortunate passing. Because of the stakes and high profiles of these traders, this multiple inheritance case became the subject of a long-distance legal dispute. The gold that the inheritors of `Aly Fal claimed from al-Hajj `Aly's heirs was the main subject of dispute.

The second text in this lengthy parchment is a fatwa issued by the mufti `Abd al-`Aziz b. al-Shaykh al-Mami to `Abdallah b. Arwili, the

⁹ Doumani, "Adjudicating Family: The Islamic Court and Disputes between Kin," i96.

above-mentioned brother of the deceased. This jurist was the son of none other than the nineteenth-century grand mufti Shaykh Muhammad al-Mami from the Gibla region (Chapter 6). In his fatwa, the mufti quotes extensively from Maliki sources to strengthen his invalidation of the qadi of Tishit's inheritance report. That this mufti espoused such a conservative position is especially ironic given his father's stance on accommodating Maliki law to serve the best interests of the people.

The argument revolves around three points. First, the mufti emphasizes that the leaders of the Muslim community, namely, gadis, should possess a minimum of scholarly qualifications to produce sound judgments – qualifications which, in his opinion, were not demonstrated in this case. Thus, he argued that the report of the qadi of Tishit was not legally binding because it did not comply with the rules of Maliki law. Second, he discussed the proper legal procedures to be followed by judges with regard to managing inheritances and devolving property. In particular, he underscored that legal evidence and proper testimony were required by law before disbursements of funds from a deceased's estate could be effected. Third, he pointed to the infraction committed in this case by a judge who was at the same time a witness and a legal service provider.

The third text is a legal comment on the above fatwa by a mufti named `Abdarrahman b. Muhammad al-Lamti, "originally from Astir, living in Guelmim where he resides, where he grew up and where his clan solidarity (*asabiyatihi*)" remains. As his name indicates, the jurist was from the above-mentioned scholarly Lamta lineage. Based on an array of additional Maliki references, the mufti in turn criticized the legal methods of the qadi of Tishit. In particular, he pointed out that as a legal service provider the qadi could not act as the second witness (the first being Shaykh b. Ibrahim) to the legal proceedings dividing the inheritances of the four Wad Nun traders. In support of Ibn al-Mami's fatwa, he argues that a qadi could not serve simultaneously as judge and witness in any given case. What is more, he questioned the impartiality of Shaykh b. Ibrahim's position as a witness, depositor, and manager of the estates of the deceased.

The final document is the shortest and most pointed assessment of the above texts, written by a third mufti, `Umais b. Taifur b. al-Samki from the town of Tiznit, located to the southwest of the Wad Nun. The jurist, about whom I know nothing, bluntly stated that al-Lamti's opinion was "fair except for his attack against the scholar of law (*al-faqih*)," that is to say, the qadi of Tishit. Moreover, he asserted that the qadi did not issue a fatwa, as the other jurists were insinuating, but merely wrote a legal report pertaining to the estates of the deceased traders. He was consulted

by the estates' executor, Shaykh b. Ibrahim, and his actions were taken during dangerous times when these assets were at risk of being pillaged.

There is no way of knowing whether this matter was resolved, and whether these two Tikna families ever managed to resume their collaboration in trade. What seems clear, however, is that Shaykh b. Ibrahim al-Khalil withdrew from the Wad Nun trade network after this event. In fact, it is tempting to date to this particular time his alliance with the house of Illigh, the large market in the Tazerwalt region that competed with Guelmim for a share of trans-Saharan trade (Chapter 4). In Pascon's reckoning, between 1850 and 1875, Shaykh b. Ibrahim became the primary caravan correspondent of the Hashim Bu Dami'a that controlled Illigh and their Jewish community.⁶⁰

ISLAMIC INSTITUTIONAL CONSTRAINTS

Among the most informative facets of this case are the qadi's actions and the muftis' reactions for what they reveal about the role of legal service providers in structuring the environment in which trade networks operated. There are many examples of how the judge of Tishit provided his services to the network. First, he assisted in the logistics of processing the estates of the Wad Nun traders. Aside from providing counsel and acting as an enforcer, he endeavored to sort out a complex series of financial transactions in writing, reporting with sincerity and to the best of his knowledge. It is noteworthy that the qadi was paid $2 \frac{2}{3}$ mithqals by the family of `Aly Fal for his services, but in turn he paid $\frac{5}{3}$ mithqals to a scribe who had assisted several of the traders in authenticating handwriting and drafting documents. Second, the network traders relied on the qadi to witness various transactions, including property transfers and debt cancellations. Third, the qadi and the council of Tishit pressured into compliance the fifth network member, Shaykh b. Ibrahim, who had decided to shirk on his commitment to the network by abandoning his position as executor. All of these actions illustrate how Islamic legal institutions contributed to enhancing the structure and cohesion of trade network organization.

But there were limits to the ability of legal institutions to enforce the law, and a certain arbitrariness of the legal system. By hiring eloquent muftis, with the scholarly power and reputation to dismiss the legal actions of gadis, a disgruntled party could purchase the means to change legal outcomes. This was the aim of the Arwili family in engaging in

⁶⁰ Pascon, "Commerce."

this long-distance legal contestation. The two muftis, in this case, reprimanded the actions of a gadi all the while being located themselves at great distances from the scene of the action. Moreover, there is an additional element of arbitrariness in the fact that they were asked to judge the actions of the gadi based, ostensibly, only on his letter to the community of Guelmim and communications with the disputants.

As noted, the mufti who issued the fatwa to `Abdallah b. Arwili was from the Gibla region in the southwestern corner of the Trarza. In all probability he was chosen by the Guelmim family for two reasons. First, he carried authority as a son of the celebrated Saharan jurist of the nineteenth century reputed for his position on legal innovation. Second, he came from a region with a historical relationship with the Tikna. As already noted, the Trarza Emirate paid a yearly tribute to the Tikna confederation from the early eighteenth century. This last factor is an important consideration when assessing Ibn al-Shaykh Maori's legal reasoning. It could explain his partiality toward the interests of the Bayruk alliance, represented by the Arwili family, to the detriment of the opposing party. In discrediting the gadi's report the mufti sought to throw into doubt the claim to the *i86* mithgals of the inheritors of al-Hajj `Aly.

After praising God "who established the laws of the people to dissuade them from oppression and corruption by [their] application," the mufti proceeded to reprimand the gadi. In no uncertain terms, he insinuated that he was an illegitimate practitioner of the law. Referencing Khalil's *Mukhtasar* on the subject of void judgment,⁶¹ he wrote:

He claims to be the gadi responsible for all the divine laws in that city, by arrogance and pretense, and without respect for precedence as is required from the legal [*shari i*] point of view.

As noted above, the crux of his argument had to do with the lack of due process in the witnessing of the individual claims of the creditors of the deceased. In particular, by accepting the word of those who presented their claims without "the guarantee of others," he was not following proper procedure. As he stated:

And he [the gadi] took [the assets] after their release [from debt] to give them to whomever had a legal right among the beneficiaries, the guardians and the envoys, without fulfilling the requirements and obtaining confirmation from anyone who pretends to be a creditor of the deceased by trade, loan or other means among the things that must be repaid. And he must not give him anything

⁶¹ See Khalil, *al-Mukhtasar*, 191-z.

big or small from the estate of the deceased until he has impartial proof (*al-bayyina adila*). Proof is either the testimony of two trustworthy witnesses or an oath, or the testimony of one trustworthy witness accompanied by an oath that supports it, and the oath of the *gadis*. He must guarantee [these conditions] for he has neglected [the proper procedure] and abused [his position].

Moreover, he cited the Qur'an (2:282) on the question of witnesses, to criticize the judge for having released the funds of the deceased without the appropriate number of witnesses testifying to the authenticity of their financial claims. Finally, he accused him of partial implication in the case by his acting as both witness and juror. Quoting from Ahmad b. al-Wansharisi's *al-Mi`yar*, he wrote that "if an arbiter judges on it, his judgment is null, void and without effect."⁶¹ On both accounts, al-Lamti, the mufti of Guelmim, agreed with this legal reasoning.

Here, the legal dispute touched on one of the fundamental problems of Islamic legal institutions elaborated on in the preceding chapter. It has to do with the reliance on oral testimony and not on written documentation as the only valid form of evidence (*al-bayyina*) in Islamic law. How could legal contracts be enforced across long distances when those who authenticated their validity were located in dispersed markets? In accusing the gadi of Tishit, these muftis were disingenuously pointing to a problem that clearly was almost insurmountable, especially for those making a living from crossing the Sahara Desert to trade. Compromises in the area of the legal witnessing of written deeds had to be made for any sense of social and economic order to be achieved. For the Islamic precept calling for the reliance on two or more valid witnesses to authenticate legal deeds was simply unachievable in environments characterized by long-distance commerce.

Another problem this case raises is how the death of trade network partners complicated the affairs of all involved. The logistics of inheritance proceedings posed fundamental problems affecting the operation of long-distance trade. As one informant quoted at the beginning of this chapter explains somewhat dramatically, "When they died, all became dispersed for when one of them dies it is over." Since the economic interests of long-distance traders tended to be scattered across the markets where they and their associates operated, calling in all the financial obligations of the deceased could take years, as in this case.

In his pioneering scholarship on the "Great Divergence," Kuran has sought to understand the roots of the underdevelopment of Muslim

⁶¹ See Al-Wansharisi, *Mi`ydr al-Mu`rib*.

economies." He compellingly argues that several key institutional factors serve to explain what hindered economic growth in the Muslim world leading up to the late modern period. The Islamic inheritance law, which caused the fragmentation of estates, impeded intergenerational transfers of capital and therefore its long-term accumulation. The laws on commerce, by remaining stagnant, further limited the continuity of business organizations by keeping partnerships small and ephemeral. This, and the lack of a concept of legal personality in Islamic law, prevented the formation of complex enterprise such as corporations. Finally, the *waqf* or Islamic endowment system, which was the only institution that remotely resembled a corporate entity such as a formal bank, allowed for perpetual ownership of mainly non-productive entities such as mosques.

The invalidity of written documents as evidence in Islamic legal systems, together with the inefficiency of oral testimony for authenticating transactions, I would submit, may have also posed considerable economic constraints on the development of many early modern Muslim societies or those operating in later periods characterized by early modern economic conditions.⁶ That a written document, such as a contract, carried no legal weight without the oral testimony of those who witnessed the transaction and could swear to its authenticity probably contributed to reducing the size, scope, and endurance of Muslim partnerships and capital accumulation in the long run. As this inheritance case makes clear, however, practitioners of Maliki law often chose to accommodate legal practice to the needs of the people. For in the case of long-distance traders, it was simply impossible to observe the rules of evidence in such circumstances as the settling of inheritances and commercial accounts because of the dispersal across markets of witnesses to contracts.

Evidently, it was imperative that families of long-distance traders remain informed about their activities. Not only did they have a vested interest in having up-to-date intelligence about their relative's affairs, but they also needed to have strategies in place for the retrieval of their estates in the event of death. Given the precarious nature of trans-Saharan caravanning, the deaths of traders would have been such common occurrences as to engender preemptive procedures to ensure the survival of both families in the diaspora and in the homeland. Here, the use of

written documentation, the bundles of contracts, became precious sources of information and wealth. Debt contracts represented investments and savings to be realized at future dates. Commercial correspondence and other forms of documentation containing business intelligence became critical for appraising the sum total of the deceased's assets. Therefore, keeping a written record protected the property rights of all concerned. But of course, since such behavior depended on human capital, namely, literacy, wealth, and access to writing paper and scribes, keeping a paper trail was not always possible. Moreover, many traders would not have been so scrupulous as to take precautions to ensure their family's welfare after their passing or inform their wives and other families of the extent of their assets.

The problem of collecting the inheritances of long-distance traders in nineteenth-century western Africa, as elsewhere in world history, was obviously generalized. In this context, the above legal dispute is insightful. It is not surprising, moreover, that Saharan jurists would address these issues in their legal opinions. Bila'mish, the early-eighteenth-century jurist of Shingiti whose opinions are discussed in the preceding chapter, deliberated on the subject. The question was prompted by a woman faced with the classic predicament of safeguarding the property of her deceased husband's estate. Bila'mish's lengthy legal response addressing the problems faced by long-distance widows is worth pondering here.

When this woman's husband died, he left 150 mithgals' worth of merchandise. However, she had no knowledge about his financial affairs in other locations, including in his "country," where he had a second wife and sons.⁶⁵ She asked the jurist whether she could keep this sum as a reimbursement of the debt owed to her by her deceased husband who had not paid in full her original bridewealth (*sadaq*). So the question, as posed, was, "Can the payment of the debt of the wife be postponed until it is known whether the deceased has more debts or not?" Because of the distance of the husband's other home, it would not be practical for her to designate a wakil to inquire into her share of his estate. But she also was concerned about staving off "the creditors of the deceased" who might present themselves, in order to safeguard her property. Could she delay paying these creditors until she received more information about the extent of her deceased husband's wealth elsewhere?

Bila'mish spent several pages deliberating this case. He wrote, "as for the stranger who died and left some money with which one can *pay* his

6) Kuran, "Islam and Underdevelopment: An Old Puzzle Revisited," "The Provision of Public Goods under Islamic Law," and "The Islamic Commercial Crisis: Institutional Roots of Economic Underdevelopment in the Middle East."

¹⁴ I develop this argument further in Lydon, "Paper Economy of Faith."

⁶⁵ Bila'mish, *Nawazil*.

debts ... on the contrary, the debt must be paid immediately . . . for her right and for his right, because if there is debt it causes harm to the deceased, as it was determined in the hadith." Citing Khalil's *Mukhtasar*, he emphasized that debtors were obligated to come forward and not wait for their names to be called as they appeared in the deceased's commercial records. Even though the wife was a creditor in her own right, in the sense that her husband owed her bridewealth money, Bila'mish's opinion was that she must wait for the others to collect before taking her share. He also noted that the inheritors in "both countries" had the right to decide to devolve the estate in whichever way they saw fit. So in the end, the jurist ruled against the wife, despite the fact that she arguably was her husband's first creditor. Such an opinion, which does not surprise given the status of Muslim women's rights, does raise the question about the qualitative difference between the debts of men and women. It also highlights points raised elsewhere in this chapter about the predicament of diaspora women.

These cases concerning inheritance proceedings bring to light an inherent problem in the practice and the precept of Islam. The first, revealed in both cases, has to do with the requirement, common to all Sunni legal doctrines, that debts had to be paid immediately on the death of a creditor. Both the qadi of Tishit and Bila'mish cited the Maliki rule that "the debt is payable immediately upon the death of the guarantor." The question is, how could God-fearing and law-abiding Muslims who engaged in long-distance trade, the profession of their Prophet and therefore the worthiest of professions, reconcile themselves with their inability, financial or physical, to meet the challenges of paying their dues "immediately" after the passing of a creditor? Moreover, it is noteworthy that while the trade partners in my case study selected an executor of their estates prior to embarking on caravan expeditions, as was ordinarily done in such commercial institutions, they apparently were not in the habit of producing wills. Indeed, in neither of these cases did the deceased exercise his responsibility to write a will, and this despite the insistence on this practice in Malik' law. As stated in Malik's *Muwatta*, in a section enjoining property owners to write their wills, "It is the duty of a Muslim man who has something to be given as a bequest not to spend two nights without writing a will about it."

But these problems aside, it must be recognized to what extent a trade network such as that operated by the Tikna and their associates was

reliant on the use of paperwork in other ways. Contracts, written and witnessed, functioned not simply as records of partnership agreements or the issuance of credit. Built into the contract was the concept that divine power commanded that what was agreed upon in *principle* be turned into *practice* "by force and by law." The contracting parties placed their trust in God, who was considered the ultimate enforcer. These pieces of paper also supported myriad financial tools, such as money orders, while debt contracts swapped among trade partners further functioned as means of exchange, in effect like cash facilitating transaction liquidity. Receiving payment in the form of a debt contract also had the advantage of being safer for travel in lieu of carrying conspicuous cash. Moreover, as noted above, keeping documents of transactions was an insurance mechanism to secure property in the eventuality of death, which obviously loomed in the daily horizon of trans-Saharan traders, as it most certainly did in the world of early modern traders elsewhere. When Wad Nun traders left town on a mission, as in the case examined above, they handed over their contracts and paperwork to their colleagues for safekeeping and business management. They could build relationships of trust when recording their transactions in writing and with trusted witnesses to seal their deals. Contracts and correspondence, treasured and preserved as the rudimentary tools in their paper economy of faith, were the records upon which hinged their extensive commercial activities.

CONCLUSION

The Wad Nun trade network was an efficient organization facilitating trans-Saharan commerce. Whether they were Tikna, Jewish, or Awlad Bu al-Siba`, these traders belonged to a commercial coalition. They frequented or expedited trade to the same distant markets where many settled as a community. When one member was on the trail, others watched over his interests, paying debts on his behalf and caring for families and estates. Managing partners' affairs in their absence was arguably a network member's most important responsibility. However, members' wives also were engaged in the business of holding the fort while their husbands were on the trail. This institutional support therefore offered the tremendous advantage of mobility. Traders collaborated by receiving and extending credit in the form of salt bars, gold and silver mithgals, and cloth, and they accepted entrustments or deposits of goods for safekeeping. If one of them died, his partners were accountable for his property. As this case study suggests, members of a network relied, and

⁶⁶ See Malik b. Anas, *al-Muwatta*, 300-4 (Book 37.1.1 on wills and testaments).

indeed depended, on one another to share commercial risks and information, thereby reducing the cost of transacting in foreign lands.

But as several elements of this case study illustrate, there were limits to collaborative behavior when serious problems unfolded. Dire situations, such as those that prevailed in mid-nineteenth-century Tishit, could test network solidarity, and members of a coalition could be tempted not to live up to their end of the bargain by shirking on their commitments. While, as Bila'mish conceded, Muslims knew the rules and could sort things out on their own, they depended on legal institutions as a last resort. Only if difficulty or contestation arose were transactions "executed in front of the judge." While I have emphasized the role of legal service providers in maintaining law and order in the Sahara, such institutional support varied in terms of its effectiveness. Moreover, as the above legal dispute demonstrates, the rulings of *gadis* could be overturned by *muftis* hired to provide alternative legal opinions. But even Wad Nun traders such as the Tikna sometimes chose to ignore legal rulings.

This chapter makes the following related points. First, I concur with scholars, such as Cohen, Greif, and Curtin, that in situations of market uncertainty and information asymmetry, access to regular sources of credit and market information for the purposes of long-distance trade was far easier for traders who organized themselves in social institutions such as trade networks. Belonging to a group of traders who trusted one another and collaborated in this risky and complex business was one of the most effective ways to be commercially successful. Network members managed the commitment problem through exchanges of information, peer pressure, and a reputation mechanism that created economic disincentives to cheat fellow partners. While members of a trade network tended to have common business ethics and behavioral norms that created informal constraints on dishonest actions, they also relied on the authority of Muslim scholars as arbiters in disputes and enforcers of contractual agreements (written or oral, with witnesses). It was the reliance of traders on the religious establishment that I suggest has been overlooked in the literature on the organization of early modern long-distance trade. For literate Muslim and Jewish communities, religion provided a legal structure, and religious scholars (who often were traders themselves) ensured that it was upheld. Their roles in matters of critical importance to commercial families, such as inheritance proceedings, cannot be underestimated. They assisted in the application of the Islamic rules of inheritance, including such stipulations that an individual's debts be immediately paid after death.

The subject of capital transfers and the distribution of property rights that takes place upon a trader's death is an area that deserves more attention on the part of historians of commerce. In the absence of corporate structures and because of the Islamic laws on partnerships, the death of a partner, for all intents and purposes, was also the end of a structural component of a trade network. Because of the legal implications, therefore, Muslim trade networks tended to be fragile and ephemeral, as Kuran has underscored, and Curtin recognized but for other reasons.⁶⁷ The Wad Nun trade network never recovered from the loss of so many partners in Tishit, and aside from Shaykh b. Ibrahim al-Khalil, who remained, no Tikna ever resided there again. But the Wad Nun network would survive into the twentieth century after which it was dissolved in the context of the French colonial economy.

Second, it is equally important to recognize the significance of operating within a paper economy. Purchasing paper was a non-negligible transaction cost for members of the Wad Nun network. As argued above, by committing to writing their transactions and contracts, traders could solve the commitment problem that otherwise inhibited commerce. Paper therefore enabled the building of relationships of trust. Literacy and access to a stable paper supply to keep records, communicate information, and transfer funds across long distances was fundamental to sustaining efficacious and far-flung trade network operations. For both Jewish and Muslim traders, their literacy enhanced network externality, allowing for efficient accounting, far-reaching communication, and legal transparency to enforce sanctions. But aside from the work of Diadie Haidara for late-nineteenth-century Timbuktu, and the studies of Schroeter and Abitbol, the written sources of Maghribi Jews engaged in trans-Saharan trade remain to be mined.

Third, I argue that trade networks were not as hermetic as generally believed. Indeed, it is important to recognize, as Markovits has, to what extent traders of a network tapped into the economic and symbolic capital of other trade networks across markets. In the case of the Wad Nun network, among the financiers were Jewish families, and marriage partners included Masna women. Shaykh b. Ibrahim al-Khalil was himself married to one of the most successful female entrepreneurs in the living memory of Tishit, Fatima Mint Seri Niaba. Jewish traders, such as Shalum living in Guelmim, banned from western African markets for so long,

⁶⁷ Curtin, *Cross-Cultural Trade*; Kuran, "Islamic," 415.

had little choice but to collaborate with members of an established Muslim trade network.

Finally, as I have suggested, there were limits to cooperative behavior among coalition members. Trade networks have mainly been understood in terms of idealized models. These social institutions deserve to be studied in action, and particularly in times of crises that test the limits of collaboration in long-distance trade.

8

On Trans-Saharan Trails

Praise be to God, the one who imposed trustworthiness (*amana*) between people and forbade all forms of betrayal. 'One cannot gain wealth if one does not have trust in people (*la mal Liman la thiga lahu bi al-nas*).'

Understanding how the challenging feat was realized of conducting trans-Saharan caravan trade across perilously arid lands not ruled by a unifying state or regulated by a common currency is the principal aim of this book. By focusing on the institutional mechanisms that facilitated long-distance trade, namely, the place of the law, religion, and literacy, on the one hand, and trade network organizing, on the other, I hope to have come closer to this goal. The nineteenth century witnessed an increased volume of caravan traffic now more directly interconnected with European maritime trade. The proliferation of firearms and the increased availability of writing paper in this period were two factors that had a significant impact on the organization of camelback commerce. But aside from these developments, one question remains largely unanswered, namely, how commercial and legal institutions and practices may have been transformed in the course of time.

On the eve of the colonial period where this study ends, dramatic changes in the lives of long-distance traders were about to unfold. Before the end of the nineteenth century, some Wad Nun merchants were forgoing the arduous Saharan crossings by embarking on European ships to transport goods, including horses, from Al-Sawira to Ndar and back. Others would eventually move into the Senegalese peanut basin to lend their camels to transportation. Still others abandoned their itinerant

Fatwa issued by Muhammad b. Ibrahim al-Sba'i on entrusted trade goods (MAD), Library Muhammad Wuld Ahamdi (Tishit). See Chapter 6 for a discussion of this fatwa.

" Interview with of `Abdarrahman Wuld Muhammad al-Hanshi in Shingiti (10/01/97).