“A Bank of Trust”: Legal Practices of Ottoman Finance Between Empires

Ellen M. Nye | ORCID: 0000-0001-5793-3213
Harvard Academy Scholar, Harvard University, Cambridge, MA, USA
ellennye@fas.harvard.edu

Abstract

How agreements were maintained and enforced beyond state-backed systems is among the least understood aspects of Ottoman legal history. This article reveals how merchants’ engagement with Ottoman state finance intertwined private and state-backed legal practices through a letter-book written entirely in Ottoman Turkish belonging to a seventeenth-century English merchant, Peter Whitcomb, who provided financial services to Ottoman officials across the empire. As a rare example of surviving early modern mercantile correspondence in Ottoman Turkish, Whitcomb’s letters to distant officials expose Ottoman financial epistolary culture and a wide range of alternative methods of dispute resolution. By combining these letters with court records, this article shows how Ottoman finance’s layers of devolved authority themselves relied on a range of legal practices that encompassed a language of reciprocity and reputation, established Ottoman documentary forms, intercessions on an individual’s behalf, appeals to elites, petitions to the grand vizier, and appearances in Ottoman sharī’a courts. The capacity of Ottoman state finance to incorporate a foreigner like Whitcomb into its fiscal apparatus through this breadth of legal practices further suggests that we should revisit domestic narratives of competitive early modern state formation to include inter-imperial actors.

Keywords

Introduction

According to a fellow English merchant in the Ottoman Empire, Peter Whitcomb was an “ingenious person,” the sort of man who could easily stir up trouble were he not also “accompanied with honesty.”1 Other English merchants in the Ottoman Empire suspected him of meddling with letters and profiting from deceased merchants’ estates.2 Yet despite his mixed reputation among his countrymen, from his desk in Istanbul in the late seventeenth century Whitcomb orchestrated an empire-wide financial network, sending bills to Ottoman officials in Aleppo, Baghdad, Beirut, Crete, Cyprus, Edirne, Thessaloniki, and Tunis and managing these transactions through correspondence written in a smooth Ottoman Turkish hand.3

Peter Whitcomb’s letter-book containing copies of his correspondence is unusual for two reasons.4 First, extant merchant correspondence in Ottoman Turkish is rare. Although we know from references in court records that private records were common among Ottoman merchants, very little early modern commercial correspondence in Ottoman Turkish has survived.5 Without this correspondence, historians have previously approached informal norms and alternative sites of justice through close readings of court records or by projecting modern anthropological findings onto the past.6 Second, the pages of

1 School of Oriental and African Studies, Lord William Paget Papers, PP MS 4, Box 5, Letters from Smyrna consuls and merchants, 1693–1703, A Letter from Mr. Barnardiston, August 1693.
2 Discussion of meddling with letters is available in The School of Oriental and African Studies, Lord William Paget Papers, PP MS 4, Box 5, A Letter from Mr. Barnardiston, November 2, 1693. Suspicions surrounding the estate of Mr. Hampton are discussed in Box 2, Drafts and Copies, 1694–96, To Mr. Barnardiston, June 26, 1694.
3 The British Library, Merchant Letter-Book in Ottoman Turkish, Sloane 2690.
6 For examples of close readings of court records, see Boğaç Ergene, Local Court, Provincial Society, and Justice in the Ottoman Empire: Legal Practice and Dispute Resolution in Çankırı and Kastamonu (1652–1744) (Leiden, 2003), 178 and Leslie Peirce, Morality Tales: Law and Gender in the Ottoman Court of Aintab (Berkeley, 2003).
Peter Whitcomb's letter-book show how he operated a financial network that encompassed Ottoman officials across the empire. Despite his status as a foreigner, Whitcomb adopted the epistolary culture of Ottoman finance through the assistance of a local scribe. As such, his letters to high-ranking Ottoman elites show how Ottoman finance functioned through notions of friendship, honor, and reciprocity transmitted via pieces of paper across the empire.

Records of Whitcomb and his associates' activities in Ottoman finance are preserved not only in Whitcomb's unusual letter book but also in Ottoman state papers and court records. By linking these records, we are able to consider the better-known Ottoman court system alongside alternative dispute resolution mechanisms that incorporated both Ottoman and foreign merchants. Although scholars have long emphasized the differences between Ottoman and English systems of justice, Whitcomb's correspondence shows that these differences were not insurmountable. Instead, he and his associates deftly navigated overlapping sites of Ottoman justice and, despite their status as foreign merchants, facilitated Ottoman state finance. In one of his surviving letters written in English rather than Ottoman Turkish, Whitcomb described English finance in the Ottoman Empire as “such a bank of trust” that it “furnish[ed] almost the whole Empire.”

Whitcomb's letters and associated court records show how his extensive financial operations did not rely on simply private-ordering or state-backed legal practices. Instead, as has been argued in other contexts, rather than existing in opposition, what scholars have differentiated as “formal” and “informal” systems were inextricably intertwined. Through the interlacing of legal practices that facilitated contracting, the Ottoman

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7 Peter Whitcomb to Sir William Trumbull, October 10, 1693. Historical manuscripts Commission, Report on the Manuscripts of the Marquess of Downshire, preserved at Easthampstead Park, Berkshire (London, 1924), 431. There are seven other letters from Whitcomb in this collection, largely relating to the estate of a deceased merchant and Ottoman political affairs.

8 The distinction between formal and informal systems was famously adopted by Douglass North, as well as others working within New Institutional Economics. See, Douglass North, Institutions, Institutional Change and Economic Performance (Cambridge, 1990), 36–53.

state secured revenue and short-term financing at a time when Ottoman finances were strained by expensive wars. Peter Whitcomb’s involvement in the Ottoman fiscal apparatus then prompts us to revisit domestic narratives of early modern state formation to include actors like Whitcomb who themselves bridged empires.

The first section of this article relies on Peter Whitcomb’s letter-book and Ottoman state documents to introduce his empire-wide financial business that was tied to the fiscal apparatus of the Ottoman state. Whitcomb’s main business was transferring money and providing short-term credit through a bill called a poliçe. The second section explains how Whitcomb’s empire-wide financial network was secured through a social language of reputation and an Ottoman documentary culture that was intelligible to an early modern English merchant. The third section examines the unofficial enforcement mechanisms seen in Whitcomb’s merchant letter-book alongside the adjudication of his business in Ottoman shari‘a courts to see how the Ottoman fiscal apparatus itself relied on a breadth of intertwined legal practices including those beyond the state-backed legal system. We will conclude by considering how the financial operations of Whitcomb, a foreign merchant, point to the inter-imperial dimensions of Ottoman state formation.

“A Bank of Trust”: Glimpses of an Imperial Credit Network

Whitcomb conducted his business in the Ottoman Empire as a member of the Levant Company, a regulated company established in 1581 and dissolved in 1825. For much of this time, the Levant Company benefitted from a monopoly granted by the English government over all trade between England and the Ottoman Empire. In the Ottoman Empire, the Levant Company’s right to trade was recognized through an ‘ahdnāme – a unilateral treaty granted by the Ottoman sultan, known in England as the Capitulations. The ‘ahdnāme positioned English merchants within the Ottoman legal system, provided them with a forum in which to adjudicate disputes, and set customs rates for their

10 In transliterating Ottoman Turkish, I am using the system of the International Journal of Middle East Studies.
12 In 1753, the British Parliament required the Levant Company to expand its admissions to anyone who would pay twenty pounds as an entrance fee. Ralph Davis, Aleppo and Devonshire Square: English Traders in the Levant in the Eighteenth Century (London, 1967), 51. For the maintenance of its monopoly, see Despina Vlami, Trading with the Ottomans: The Levant Company in the Middle East (London, 2015), 233–246.
goods. Their trade largely revolved around the exchange of English woolen cloth for raw silk, much of which was grown in the Safavid Empire and transported over caravan routes to Ottoman commercial centers.

Whitcomb’s residence in the Ottoman Empire during the 1680s and 1690s coincided with the central period of the Levant Company’s history. Despite the disruptions of war, English merchants were the dominant European traders in the Ottoman Empire during this period. Whitcomb’s early life is obscure, but he began his time in the Ottoman Empire around 1682 as an apprentice, conducting business on behalf of a London-based merchant. Unlike in a joint-stock company, as members of a regulated company Levant Company merchants organized their trade independently while agreeing to abide by Levant Company rules and to pay fees in exchange for consular assistance. As a Levant Company pamphlet explained, “The Company [has] no stock at all; but every member trades on his own private Stock how he pleases and to what extent he pleases.” In 1686, Whitcomb was granted permission to trade on his own behalf, which he did until his return to London around 1695.

Whitcomb’s business with Ottoman officials can be observed from his letter-book written in Ottoman Turkish. In the first half of Whitcomb’s letter-book, he practiced writing his letters in the Arabic script and copied customary Ottoman forms of address. In the second half, a more practiced hand copied two deeds (temessük) and eighteen missives, all from Whitcomb to various Ottoman officials (see Figure 1). The practiced hand would most likely have belonged to an Ottoman interpreter whom English merchants called a
dragoman or, occasionally, a trucheman, both terms derived from the Arabic word *tarjumān*. These interpreters usually knew Ottoman Turkish, Arabic, and Italian and belonged to Ottoman Jewish or Christian communities. Although it is not possible to know his identity for certain, the scribe writing and copying Whitcomb’s correspondence may have been a man called Giorgio, presumably a Christian Ottoman subject who is described as Whitcomb’s servant in a 1692 appeal to the English ambassador in Istanbul. In his correspondence, Whitcomb signs his name simply as “*Ḫoca Vitḳūm*,” adopting the honorific derived from Persian used for important merchants. Through Whitcomb’s commercial letters that his scribe wrote in Ottoman Turkish and then copied into his letter-book, we can reconstruct much of his network. Unlike court records or state papers that historians have used in the absence of preserved merchant correspondence, Whitcomb’s letters further expose how individuals engaged in finance not simply in one location but also across the Ottoman Empire.

**Figure 1** The two hands in Whitcomb’s letter-book. On the left, a beginner, presumably Whitcomb, practices his letters. On the right, a more practiced hand, possibly his servant Giorgio, titles a copy of one his outgoing letters.

Images courtesy of the British Library

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23 An important exception is Beshara Doumani’s *Rediscovering Palestine: Merchants and Peasants in Jabal Nablus, 1700–1900* (Berkeley, 1995) which uses sources from private
The twenty documents in the letter-book are mostly undated, but all seem to have been written in the 1680s and 1690s. Through them, we see Whitcomb regularly transferring revenue either from tax farms or for the payment of salaries. He also offered loans to Ottoman officials at a time when Ottoman state finances were strained by expensive warfare against the Holy League (1683–1699). Whitcomb’s business depended on empire-wide partnerships with elite Ottoman officials: Kavanoz Ahmet Paşa, a governor of Sidon who would later become grand vizier; Fındık Mehmet Paşa, the governor of Crete whose ambitions ended in his execution by the state for corruption; the governors of Tunis, Baghdad, and Cyprus, one of whom was also executed; and the tax collector (muḥaṣṣıl) of Izmir. Furthermore, in Istanbul, Whitcomb dealt with the overseer of the Imperial Kitchens (maṭbaḥ-i ʿāmire emīnī), the chief customs official (ḡürmürik emīnī), several different agents (kethūdās) of Ottoman provincial officials, and even an elite Ottoman woman. He also incorporated other foreigners into his financial network, including the French consul in Crete described as “Ḥoca Fābrī” and a Persian, Seyyid Zeydī, in Thessaloniki.

Whitcomb had some rental and commercial dealings – for instance, selling cinnamon water to Aḥmed Paşa, the governor of Sidon, and renting out a palace in Eyüp, a quarter of Istanbul set outside the city’s walls. Most of his dealings, however, remained financial. Ottoman tax farmers required loans from merchant bankers (ṣarrāf) to secure the capital for the initial down payment (muʿaccele) on the tax farm and to make payments to the central treasury when


24 The only dates in the letter-book are written on two temessük from Şevvāl 1095 (July 1684) and Ramażān 1096 (August 1685), a letter from 20 Safer 1103 (October/November 1691) and, in the practicing hand, 1093 (1682). Sloane 2690.


tax payments were late or inadequate. Whitcomb's correspondence thus speaks to how an empire-wide credit network emerged around tax farming, a network in which a foreign merchant could participate (see Figure 2).

Most of Whitcomb's transactions depended on the poliçe, a piece of paper that transferred a credit between individuals who were often based in distinct and distant locales. The physical transfer of revenue from tax farms across the empire to the central treasury in Istanbul was a risky and logistically challenging endeavor. To avoid the danger and inconvenience of material transfers, foreign merchants and Ottoman subjects cooperated through the use of a poliçe, referred to as a lettre de change in French or a bill of exchange in English. The poliçe differed from many bills of exchange used in Europe because they


did not list a currency exchange and often relied upon three rather than four parties: the drawer who issued the bill, the payer who was named to pay the specified amount, and the payee who received the sum. In one example from Whitcomb’s notebook (see Figure 3), the Istanbul chief customs official needed to transfer money, 6,500 kuruş, from Izmir to Istanbul. This money would likely have been customs taxes collected in Izmir’s bustling ports and markets that were owed to the central Ottoman treasury in Istanbul. Instead of having the money shipped from Izmir to Istanbul, the chief customs official in Istanbul accepted the amount from an English merchant in Istanbul, most likely Whitcomb as he had the deed. In exchange, the Istanbul chief customs official (the drawer) then drew a poliçe on his associate in Izmir, Murâd Ağa (the payer), who was likely a customs tax collector in Izmir in possession of the 6,500 kuruş that needed to be transferred to Istanbul. Murâd Ağa paid Whitcomb’s associate in Izmir, Richard, as stipulated in the poliçe. Through the cooperation of a set of English merchants and a set of Ottoman bureaucrats, the tax revenue from Izmir was transferred to Istanbul without the shipment of a single physical kuruş. At the same time, Whitcomb was able to transfer money from Istanbul, where most English cloth was sold, to his associate in Izmir, Richard, who could use the money to purchase goods arriving by caravan.

Figure 3 An example of a poliçe transaction drawn from a temessük in Whitcomb’s letterbook. The temessük does not mention a service fee, but it is possible that one would have been charged. British Library, Sloane 2690, f. 3.

Figure created by the author
Through *poliçe*, Whitcomb was also involved in transferring scribal taxes (*ḳalemiye*) associated with tax farming to Istanbul.\(^{29}\) Further, he paid the salaries of provincial officials’ representatives (*kethiūdās*) in the Ottoman capital. In these arrangements, English and Ottoman subjects benefited from the shared use of bills of exchange, even if under different names and with distinct legal regulations around their usage.\(^{30}\) Ottoman officials would thus approach Levant Company officials or individual merchants to facilitate the transfer of revenue to the state treasury (*mīrī*). For example, in July 1711, Aleppo’s tax collector (*muḥāṣṣil*, anglicized to mohazil) sought out the Levant Company consul in Aleppo to ask whether any of the English merchants there would remit money to Istanbul on his behalf. When no merchant was willing to make the transfer, the consul himself acquiesced to the *muḥāṣṣil*’s request on behalf of the Company. The consul then drew a bill upon the treasurer in Istanbul in hopes of winning the *muḥāṣṣil*’s favor by completing the transfer.\(^{31}\) These activities support Halil İnalcık’s claim that the *poliçe* was widespread in transculting government payments in the mid-seventeenth century.\(^{32}\)

Whitcomb also used *poliçe* as credit instruments. The date of their repayment could be stipulated for months after the initial payment. In one of Whitcomb’s letters to Aḥmed Paşa, the future grand vizier, we learn that Aḥmed Paşa repaid half of his debt to one of Whitcomb’s associates in Sidon, as would be expected through a normal transfer, but the other half was to be repaid to Whitcomb in Istanbul.\(^{33}\) This second half, then, served only as a loan between two people in the same place, not as a transfer between different cities. Whitcomb loaned money for a variety of purposes: to the *maṭbaḫ emīni* for provisioning of the kitchens, to the governor of Sidon for imperial business, and to a high-status Ottoman woman for Ramadan expenses – hospitality which symbolically renewed social and political bonds and the financing

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30  For example, the tax status of the *poliçe* is debated in the U.K. National Archives, Levant Company, Ottoman fermāns, 1678–1717. To the Istanbul Kaymakam and *ḳāḍī*, Evâsît Rebiül-āhire 1129 (March 1717), SP 105/216, f. 41.


32  Halil İnalcık, “The Ottoman State: Economy and Society, 1300–1600,” in *An Economic and Social History of the Ottoman Empire*, eds. Halil İnalcık, and Donald Quataert (Cambridge, 1997), 206–238. French and Venetian merchants also transferred state revenue through bills of exchange in the second half of the eighteenth century. Edhem Eldem, *French Trade in Istanbul in the Eighteenth Century* (Leiden, 1999), 122–139.

33  Sloan 2690, Whitcomb to İbrāhīm Ağa, agent of the governor of Sidon and Beirut, f. 10.
of which suggests, in keeping with recent research, the breadth of Ottoman women's involvement in economic life.34

Whitcomb's smallest transactions were around 2,000–3,000 kuruş, while larger transactions were between 10,000–25,000 kuruş. Whitcomb usually paid these large amounts in cash, but in exchange he would sometimes accept payments in kind, for example silk in Izmir and oil in Crete.35 To put the size of these transfers in perspective, Suraiya Faroqhi estimates that the vast majority of residential houses in seventeenth-century Ankara and Kayseri were valued in full at under 50 kuruş.36 To give another figure, according to Mehmet Genç, the total annual customs taxes from Thessaloniki in 1716 were equal to 15,000 kuruş.37 Whitcomb, making deals involving sums almost twice that size, was then a major financier for Ottoman imperial debt. Whitcomb's profits from his financial dealings are not stated in his letter-book, but similar bills in the eighteenth century returned two percent interest per month.38 During times of war when the arrival of merchant ships, and thus new wares, was disrupted, English merchants could not afford to leave capital idle, particularly when lending it to Ottoman officials could yield high returns. In fact, in offering his financial services to Meḥmed Paşa of Cyprus, Whitcomb cited the slowness of trade by way of explaining his willingness and ability to meet Meḥmed Paşa's needs.39 Whitcomb appears to have done well through his dealings with Ottoman elites. By the time Whitcomb returned to London in 1695, he had amassed a fortune that propelled him into elite English society. He purchased an Essex manor, assumed political office as the Sheriff of Essex, and married

35 Sloane 2690, Whitcomb to Abdürrahmān Ağa, agent of Fındıḳ Meḥmed Paşa, Governor of Crete, and Whitcomb to Yusuf Ağa, [Customs] Officer in Izmir, f. 8.
39 Sloane 2690, Merchant Letter-Book in Ottoman Turkish, Whitcomb to Meḥmed Paşa, the Paşa of Cyprus, f.14.
Gertrude Arundell, the daughter of Lord Arundell of Trerice who was endowed with 6,000 pounds.40

Despite the importance of Whitcomb’s financing, he appears to have operated without an official role within the Ottoman state. His only signed Ottoman Turkish letter simply refers to himself as “Whitcomb, merchant of England.”41 Similarly, when he appears in an Ottoman state document transferring 19,000 kuruş through a polieç from Cyprus directly to the state treasury (mîrî), he is described only as “Whitcomb, of the English merchants.”42 There is no evidence of him receiving an official license (berât) formalizing his position within the Ottoman bureaucracy. Yet he was far from obscure. He dealt with the highest echelon of Ottoman officials and, in one instance, received a sultanic intervention (beyâţ fermân) in support of his financial dealings, in this case ordering payment to Ahmed Paşa.43

Whitcomb’s activities then force us to confront the question of where the boundaries of the Ottoman state can be located and who we consider to have been an Ottoman state actor. The seventeenth-century Ottoman Empire, like many of its contemporaries, was an empire that relied on coordination with people beyond the bureaucracy for many of its administrative needs.44 Instead of seeking a clear dividing line between “official” and “unofficial,” we should envision an early modern state consisting of a variety of actors with overlapping interests. By moving away from a restrictive definition of formal state actors, we see more diverse players – even foreign merchants like Whitcomb

40 Philip Morant, The history and antiquities of the county of Essex (London, 1768), x. For the purchase of Braxted Lodge and his position as Clerk of Chancery in 1698, see Sir John Percival, The English travels of Sir John Percival and William Byrd II: the Percival diary of 1700, ed. Mark R. Wenger (Columbia, 1989), 47. For the marriage of Peter Whitcomb to Gertrude Arundell, see Sir Charles Edward Heley Chadwyck-Healey, The History of the Part of West Somerset Comprising the Parishes of Luccombe, Selworthy, Stoke Pero, Porlock, Culbone and Oare (Oxford, 1901), 95. For her wealth, see “Pedigree of Arundell of Trerice,” in The Visitations of Cornwall: comprising the Heralds’ Visitations of 1530, 1573 & 1620, ed. J. L. Vivian (Exeter, 1887), 11.

41 “Bende vitkâm bāzīrgān-i İngitere” in Whitcomb to Mustafa Paşa, Governor of Tunus, Sloane 2690, f. 4.


43 Sloane 2690, Whitcomb to Mehmed Paşa, the Paşa of Cyprus, f. 14.

and his scribe, whose largely unseen expertise facilitated Whitcomb’s business. But for these partnerships to work, both Ottoman elites and foreign fiscal agents needed agreed-upon methods to manage their financial networks and settle disputes. Whitcomb’s letter-book provides us with the evidence to address that topic.

The Culture of Ottoman Finance

Whitcomb’s Ottoman Turkish letter-book further reveals how debts were secured through legal and personal documentation and how they were contested both inside and outside of state-backed justice forums. But is Whitcomb’s journal representative of broader Ottoman commercial practices? The letter-book contains only Whitcomb’s outgoing letters and therefore privileges his perspective and agency. Further, Whitcomb was a foreigner who learned to negotiate Ottoman commerce as an adult. However, given the differences between the two hands in the letter-book, one amateur and the other experienced, it is likely that an Ottoman scribe composed Whitcomb’s letters. Whitcomb’s scribe, an Ottoman subject with deep roots in the well-established world of Ottoman commerce, would then have employed prevailing epistolary customs that would be acceptable to the high-ranking Ottoman elites with whom Whitcomb corresponded. Through these letters, then, we catch a rare glimpse of the culture of Ottoman finance.

The letters copied into Whitcomb’s letter-book follow a simple form—certainly simpler than the diplomatic and literary letter collections that have survived and received scholarly scrutiny. Nonetheless, some of the components remain the same. The letters begin by addressing the receiver with standardized honorifics, such as “my prosperous and munificent master” or “my prosperous, illustrious, and gracious lord.”

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46 “sa’ādetli semāḥatlü efendim” and “sa’ādetli devletli ‘ināyetlü суltānım” in Sloane 2690, Whitcomb to ‘Alī Efendi, Overseer of the Imperial Kitchens, f. 5 and Whitcomb to İbrahim Ağa, agent of Ahmed Paşa the governor of Sidon and Beirut İbrahim Ağa, f. 6.
and regards to your excellency’s presence.” After discussing the business of
the letters, as in official correspondence, the letters conclude with a prayer.
For instance, the letters often conclude, “may your success and prosperity
continue.” Whitcomb’s letters adhered to a commercial epistolary culture
with established conventions that fostered good will.

Although Whitcomb dealt with provincial Ottoman officials located many
hundreds of miles away, Whitcomb’s commercial correspondence reflects the
socially-embedded nature of early modern business. He thanked his correspon-
dents for the confidence their letters showed in him and referred often to their
friendship (dostluk). In asking for his bills to be accepted, Whitcomb’s letters
emphasize concepts of honor and reciprocity. He asked that they be honored
in a timely fashion out of respect “for the memory of their long friendship.”
When his poliçe was rejected, he begged his correspondent to “free him from
extreme hardship,” asking for both fairness and mercy. Through his cor-
respondence, Whitcomb employed a language of honor and friendship to
emphasize mutual obligation. Ottoman commerce’s language of sociability
continued despite the distances across which Whitcomb operated.

To secure his large financial transactions, Whitcomb depended on two
strategies: tested reputations and clear documentation. Whitcomb in his cor-
respondence was determined to present himself as measured, respectable,
and discreet. He described his determination to be loyal and faithful in the
distinguished service of his elite Ottoman correspondents. He urged his cor-
respondents not to consider him greedy, to spare him shame, and to trust that
he would not gossip about the loans he offered. Whitcomb also preferred
repeated interactions with reliable (emniyeti olan) people rather than deals

47 “hażretlerin huźur-ı ‘izzerlerine vird ü du‘ā’ ve ‘üzr ü semâ eyledijinden soňra inhâ’ ve
i‘lâm olunan oldur ki” in Sloane 2690, Whitcomb to ‘Alî Efendi, Overseer of the Imperial
Kitchens, f. 5.
48 “bâki hemişe devlet ve sa‘âdet ber-devâm bâd” in Sloane 2690, Whitcomb to İbrâhîm Ağa,
agent of Aḥmed Paşa, Governor of Sidon and Beirut, f. 7, among others.
49 Sloane 2690, Whitcomb to İbrâhîm Ağa, Governor of Sidon and Beirut, f. 6.
50 Sloane 2690, Whitcomb to Yûsuf Ağa, [Customs] Officer of Izmir, f. 8.
51 Sloane 2690, Whitcomb to ‘Alî Efendi, Overseer of the Imperial Kitchens, f. 5.
52 For a discussion of reciprocal obligations underlying the language of friendship, love, and
affection, see Trivellato, The Familiarity of Strangers, 181.
53 Sloane 2690, Whitcomb to İbrâhîm Ağa, agent of Aḥmed Paşa, Governor of Sidon and
Beirut, f. 6.
54 Sloane 2690, Whitcomb to Muṣṭafâ Paşa, Governor of Tunus, f. 4, Whitcomb to Aḥmed
Paşa, Governor of Sidon and Beirut, f. 20, Whitcomb to Meḥmed Paşa, the Paşa of Cyprus,
f.14.
with many unknown entities.\textsuperscript{55} When he suggested people to transfer revenue or deliver letters on the behalf of Ottoman officials, he at times recommended “honest Muslims” while at others he requested the services of a Jewish agent (\textit{vekil}).\textsuperscript{56} Whitcomb represented himself as a steady, honest partner with a discerning eye, capable of judging the reliability of foreigners and Ottomans alike.

Even as an outsider, Whitcomb adopted Ottoman legal forms and correspondence conventions in his dealings with Ottoman officials. For each \textit{poliçe} sent, Whitcomb expected to receive a deed (\textit{temessük}) acknowledging the debt and the agreed method and schedule for repayment.\textsuperscript{57} All transactions pertaining to the loan and transfer, such as details of payments, were written on the back (\textit{ẓahriyye}) alongside the signatures of relevant parties. For real estate transactions, Whitcomb would accept a deed (\textit{ḥüccet}), and when money-lending to Ottoman officials he even received a \textit{beyāż fermān} – a sultanic intervention designed to fill a transient, momentary need.\textsuperscript{58} Alongside these established legal forms, Whitcomb and his Ottoman associates used private documentation as well. Whitcomb maintained a ledger of expenses, \textit{maṣārif defteri}, for Ottoman clients who seemed accustomed to the practice.\textsuperscript{59} The correspondence itself contained valuable information. Although correspondence was not always easy – when letters remained unanswered Whitcomb presumed they must have gone astray in transit – Whitcomb and his scribe kept meticulous records.\textsuperscript{60} Outgoing letters were carefully copied and all parties in transactions expected to be kept abreast of payments and new developments. Written records captured the complex social and financial practices of the world in which he operated and as such, constituted the backbone of Whitcomb’s business.

The role of clear documentation in an English merchant’s financial dealings with Ottoman imperial elites allows us to reassess established narratives about oral versus written contracting cultures. Much of the recent New Institutional Economics literature has emphasized institutional differences between Northern Europe and the Eastern Mediterranean. Among these differences,

\begin{itemize}
  \item \textsuperscript{55} Sloane 2690, The \textit{temessük} of El-Hācc Dervīş Ağa, f. 2, Whitcomb to İbrāhīm Ağa, agent of Aḥmed Paşa, Governor of Sidon and Beirut, f. 17.
  \item \textsuperscript{56} Sloane 2690, Whitcomb to İbrāhīm Ağa, agent of the governor of Sidon and Beirut, f. 17.
  \item \textsuperscript{57} Sloane 2690, Whitcomb to İbrāhīm Ağa, agent of Aḥmed Paşa, Governor of Sidon and Beirut, f. 6.
  \item \textsuperscript{58} A \textit{ḥüccet} is discussed in Sloane 2690, Whitcomb to Muṣṭafā Paşa, Governor of Tunus, f. 12. A \textit{beyāż fermān} is mentioned in Whitcomb to Meḥmed Paşa, the Paşa of Cyprus, f. 14. For sultanic “white papers,” see Heather L. Ferguson, \textit{The Proper Order of Things: Language, Power, and Law in Ottoman Administrative Discourses} (Stanford, 2018), 60–61.
  \item \textsuperscript{59} Sloane 2690, Whitcomb to Aḥmed Paşa, Governor of Sidon and Beirut, f. 16.
  \item \textsuperscript{60} Sloane 2690, Whitcomb to Muṣṭafā Paşa, Governor of Tunus, f. 4.
\end{itemize}
scholars have argued for the importance of written contracting in Europe compared with “a largely oral commercial culture” in the Ottoman Empire.61 However, Whitcomb’s business shows the prevalence of an Ottoman documentary culture, correspondence, and promissory notes that spanned the empire and was intelligible and even familiar to an early modern English merchant. Further, the culture of commercial sociability in which Whitcomb engaged through his letters was not bound to local, personal exchanges. Instead, a language of reciprocity and reputation that encompassed Ottomans and foreigners alike traveled across the Ottoman Empire on slips of paper alongside established Ottoman documentary forms.

Credit Where Credit is Due: Enforcement Across the Formal-Informal Continuum

Whitcomb’s letter-book gives us access to the world of commercial norms and practices that facilitated cooperation across the Ottoman Empire and between an English merchant and Ottoman officials. Whitcomb’s letter-book also provides an entry into alternative sites for dispute resolution when disagreements erupted despite the use of established commercial norms and practices. Over the past fifty years, a large body of literature has developed on sharīʿa courts, presided over by an Ottoman-appointed judge (ḳāḍī), as the central institution for enforcing contracts and adjudicating disputes across the empire.62 More recently, historians have examined alternative legal institutions such as petitioning the Imperial Council (dīvān-i hümāyūn) and legally sanctioned amicable settlement (ṣulḥ) to reveal “a complex mesh of institutions” creating “a local legal network.”63 Despite the current attention to the breadth of


63 For “a complex mesh of institutions,” see James E. Baldwin, *Islamic Law and Empire in Ottoman Cairo* (Edinburgh, 2016), 136. For “a local legal network,” see Peirce, *Morality...
Ottoman legal practice beyond *shariʿa* courts, we still know very little about unofficial dispute resolution mechanisms that operated beyond state-backed justice forums. As Boğac Ergene explains, “The subject of alternative sites for dispute resolution is one of the least studied topics in Ottoman legal history. This is hardly surprising since we have few primary sources that demonstrate how disputes were resolved when they were settled outside the courtroom.”

A lack of sources has thus obscured the role of informal institutions of commerce and, consequently, how they interacted with formal, state-backed systems of justice.

By combining Whitcomb’s letter-book with extant court records, we can begin to evaluate the breadth of dispute resolution mechanisms. Whitcomb’s letter-book provides us with a glimpse of these different channels of dispute resolution in the Ottoman Empire, including previously overlooked informal, private-order mechanisms. Whitcomb’s clients sometimes refused to pay a *police* he drew on them. They refused either because Whitcomb did not have any money left with them as a credit to his account or simply because, due to other circumstances, they had no money whatsoever available to meet the demand. For Whitcomb, such non-payment, even when justified, could be disastrous. In order to give a loan to an Ottoman official, Whitcomb himself often borrowed money at interest from other merchants. One non-payment could set off a chain of defaults that threatened Whitcomb with financial hardship. In these cases, merchants often resorted to informal mediation. Mediators like European consuls or *ketḫüdās*, sometimes in mutual cooperation, intervened in Whitcomb’s financial network to urge the payment of debts from both English and Ottoman debtors. Through the intervention of mediators, debts could be settled without incurring court fees or damaging the reputations of the parties involved. In a world where the qualities of “honesty, piety, charity, and a reputation for moral rectitude” undergirded one’s livelihood, all

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64  Ergene, *Local Court*, 177.
65  Sloane 2690, Whitcomb to Muṣṭafā Paşa, Governor of Tunus, f. 4.
parties, including foreign merchants, preferred to protect their reputations by handling conflict quietly rather than in the public eye.67

Whitcomb’s correspondence shows that a number of other enforcement options were available when the urgings of informal mediators such as European consuls or kethüdâs failed to result in payment of a debt. In one case, a certain Ḥalīl Ağa, who had served as the governor of Baghdad, died in debt to Whitcomb. To recover the money, Whitcomb asked Aḥmed Paşa, then the governor of Sidon, to draw a bill on Ḥalīl Ağa’s executor. Once Ḥalīl Ağa’s executor paid Aḥmed Paşa, Aḥmed Paşa would then transfer the money to Whitcomb as repayment for Ḥalīl Ağa’s outstanding debt. Whitcomb’s decision to call on Aḥmed Paşa’s assistance was presumably an attempt to martial the political capital of an Ottoman governor to secure repayment for an outstanding debt. Would Ḥalīl Ağa’s executor refuse a request from an Ottoman official of such standing?68 As in formal legal cases, elites’ social standing conveyed authority.69 Taking advantage of his connections to established Ottoman elites, Whitcomb leveraged their reputations to his advantage.

In another case, Whitcomb threatened to petition the current grand vizier to exert pressure on his debtor. In this case, the debtor was İbrāhīm Ağa, Aḥmed Paşa’s permanent representative in Istanbul (kapi kethüdâs). İbrāhīm Ağa was also the brother of another of Whitcomb’s clients, ʿAlī Efendi, the former overseer of the Imperial Kitchens (maṭbaḥ emīnî).70 According to the ‘ahdnāme that governed English merchants in the Ottoman Empire, the Levant Company had the right to have high-value cases involving English merchants tried in Istanbul before the Imperial Council (dīvān-i hümâyûn), a body presided over by the grand vizier.71 Through appeals to the dīvān-i hümâyûn, the ambassador could secure an order from the sultan enjoining payment from a defaulting debtor.72 In this case, however, Whitcomb never rendered a formal petition, relying instead on the mere threat of legal action. His correspondence thus reveals how disputes were handled independently through negotiations

67 Peirce, Morality Tales, 113.
68 Sloane 2690, Whitcomb to Aḥmed Paşa, Governor of Baghdad, f. 7.
69 Metin Coşgel and Boğaç Ergene find that elites are overrepresented as witnesses in the Kastamonu shari’a courts, The Economics of Ottoman Justice, 71–78.
70 Sloane 2690, Whitcomb to İbrāhīm Ağa, the brother of ʿAlī Efendi, the former overseer of the imperial kitchens, f. 18.
71 Defined as cases valued over 4,000 akçe. van den Boogert, The Capitulations and the Ottoman Legal System, 47.
72 Two surviving examples are: The British Library, Ottoman imperial nişân addressed to the kaymaḵân (lieutenant governor) Ahmed Paşa of Istanbul, Cemâziyel-aḥır 1030 (May 1621), Sloane 3250, f. 1 and Devlet Arşivleri Başkanlığı Osmanlı Arşivi, Istanbul, İbnülemin Tasnifi, Hariciye (İe.hr), 18/1636, 1152 [1740].
without direct recourse to law. These negotiations nonetheless accounted for the likely legal outcome but were settled independently rather than through formal channels.

In addition to these informal mechanisms, Whitcomb’s disputes seem also to have been settled in Ottoman courts. In 1690 (H. 1101), İbrahim Ağa, Aḥmed Paşa’s representative (kethüdā) against whom Whitcomb threatened to petition the grand vizier, called an English merchant before the kāḍī of Galata. The Englishman is identified as “Leng veled-i Leng” or “Leng son of Leng” in the court records. A man described as “ハウス Leng” is also mentioned in Whitcomb’s correspondence. This man is most likely Ralph Lane, an English merchant in Istanbul at the same time as Whitcomb. We cannot be sure that Lane’s business with Aḥmed Paşa before the kāḍī relates to Whitcomb as Whitcomb is never mentioned, but as both Lane and Ahmed Paşa appear in Whitcomb’s correspondence at the same time, it seems likely. Even if the case before the kāḍī of Galata was not directly connected to Whitcomb, these two court entries at least speak to common practices among Whitcomb’s known business associates.

A debt was at the center of the case between Ralph Lane and İbrahim Ağa. İbrahim Ağa complained that Ahmed Paşa had designated Lane through treasury deeds (hazîne temessükleri) to collect money that the state treasury owed to Aḥmed Paşa. After Lane had collected the money, he was expected to transfer the funds to İbrahim Ağa. İbrahim Ağa would then send the money to Aḥmed Paşa in Sidon. Yet, according to İbrahim Ağa, Lane had failed to transfer the money to him. In his defense, Lane claimed he had not made the payment because he was not convinced that İbrâhîm Ağa was truly Aḥmed Paşa’s agent and thus authorized to collect the money from the treasury on his behalf. İbrâhîm Ağa then proved to the court that he was indeed Aḥmed Paşa’s agent by providing a signed and stamped letter, a deed (temessük), and witnesses. Both the letter and the deed that İbrâhîm Ağa produced are examples of private, written documentation that, in combination with witnesses, were

73  Sloane 2690, Whitcomb to Muṣṭafâ Paşa, Governor of Tunus, f. 4.
used as evidence in court, revealing the intertwined nature of written and oral legal practices.75

After İbrāhīm Ağa proved his status as Ahmed Paşa's authorized agent, Lane agreed to pay him the proceeds of the treasury deeds. However, before doing so, Lane detailed and deducted Ahmed Paşa's outstanding debts to him, an amount equal to more than two thirds of the original 25,150 kuruş.76 This case may have been what Iris Agmon calls “fictitious” litigation in which two parties fabricated a dispute in order to have a prearranged agreement registered as a verdict in the court books, thus granting the agreement legal standing.77 Lane had been called to court to answer for alleged wrongdoing, but as a consequence of his appearance at the Galata court, he secured a repayment for debts owed to him by Ahmed Paşa. İbrāhīm Ağa also retrieved money from the treasury bonds with which Ahmed Paşa had entrusted him, even if the amount he received was far less than the value of the treasury bonds. Thus, the two men may have been pursuing either a solution to an actual dispute or simply a way to formalize an earlier agreement by having it recorded by a judge.

Whitcomb’s and Ahmed Paşa’s agents further used the Galata kāḍī’s court book (sicill) to register transactions made outside the court in order to prevent further disputes and ensure compliance.78 The court also provided a venue to demonstrate publicly the satisfactory conclusion of their dealings to restore their reputations. After registering the payment of a debt and return of the pawns, the two men agreed that there was no suit or dispute between them. The use of the court system to remove the blemish of conflict from one’s


reputation is one example, like the use of private documentary forms seen in the previous case, of how formal and informal legal practices intersected in the early modern Ottoman world.

Whitcomb's imperial financial network exposes the multiple sites for dispute resolution in Ottoman trade and finance. Through his letter-book and corollary Ottoman court records, we catch glimpses of the breadth of legal practices that characterized elite business dealings in the late seventeenth-century Ottoman world, from intercessions on an individual's behalf, to appeals to elites, petitions to the grand vizier, and appearances in Ottoman shari'a courts. The range of Whitcomb's activities allows us to reassess the relationship between merchants and the established Ottoman legal system. Whitcomb's letters provide concrete examples of how a private system relying on clear documentation, reputation monitoring, and a language of commercial sociability functioned. Previous scholars have described Ottoman business as occurring largely through this informal system of contracts and conflict resolution instead of the formal legal system. This argument is most famously associated with Avner Greif's consideration of the "Maghribi merchants" on which he bases a broader characterization of a "collectivist" "Muslim world" in contrast to an "individualist" European reliance on formal enforcement.79 Records of Whitcomb's adjudication of his business in state-backed courts, however, show how Ottoman finance operated across state-backed and alternative justice venues. As Francesca Trivellato has argued for merchants elsewhere, Whitcomb and his associates were "neither fully dependent on nor intrinsically averse to state power."80 Instead, they, as foreign merchants, adjudicated their disputes with Ottoman officials through a variety of venues encompassing courts, the Imperial Council, and extralegal mediation as well as individual appeals to friendship and honor.

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80 Trivellato, The Familiarity of Strangers, 277.
Conclusion

Whitcomb entered Ottoman finance as an outsider who learned both his Arabic letters and Ottoman commercial practices as an adult. Nonetheless, through his own efforts and the indispensable but largely unseen labor of his scribe, he became an important financier for the Ottoman state, transferring revenue and providing short-term financing to elite Ottoman officials. Whitcomb’s empire-spanning financial network encompassed people he may never have met in provinces of the Ottoman Empire to which we have no record that he ever traveled. He maintained this network through slips of paper – the letters through which he participated in a world of Ottoman commercial sociability – and through flexible engagement with a wide variety of means of adjudication. His relations with the highest echelon of Ottoman officials in many ways mirror what John-Paul Ghobrial describes as a sphere of “European-Ottoman sociability,” a shared understanding brought about through the business of diplomacy in late seventeenth-century Istanbul.81 Yet whereas the diplomatic networks within Istanbul chronicled by Ghobrial were enlivened by personal interaction and exchange, Whitcomb negotiated the world of Ottoman finance from his desk in Istanbul, often far from his clients. His correspondence therefore reflects a culture of commercial sociability transmitted through paper across the empire.

An informal system of reputation monitoring, a culture of epistolary sociability, and alternative avenues for dispute resolution then intertwined with the state-backed legal system including the sharīʿa court of Galata where Whitcomb’s associates adjudicated disputes, registered contracts, and restored good relations. By combining court records with private sources, we can respond to R. Bin Wong’s call to “sort out how informal and formal mechanisms are related to each other [in] examining the Ottoman experience.”82 The workings of Ottoman state finance glimpsed through Whitcomb’s letter-book and the Galata court records defy easy classification through traditional “oral versus written contracting” and “formal versus informal conflict resolution” and instead expose how the Ottoman fiscal apparatus relied on practices drawn from across the formal-informal continuum. Through this variety of mechanisms that were intelligible to a foreign merchant like Whitcomb, Ottoman

state finance proved itself sufficiently capacious to incorporate the subject of another state into the core fiscal apparatus of the empire.

Whitcomb's role within the Ottoman fiscal system then joins with recent work demonstrating the layers of devolved authority in early modern fiscal-military states and reveals the range of mechanisms facilitating his involvement. At the same time, Whitcomb's status as the subject of another state, an English merchant contracting with Ottoman officials, indicates that prevailing notions of competitive state formation between bounded early modern polities should be revisited. Instead, Whitcomb's activities point to extra-territorial dimensions of early modern Ottoman state formation.

Whitcomb and other foreign merchants held no official roles but nonetheless operated as fiscal agents for the Ottoman state, transferring revenue and providing short-term financing, during a time of expensive warfare. As has been argued by other scholars, instead of signifying weakness, coordination with agents strengthened Ottoman state power and expanded its reach across an empire that spanned three continents. Foreign agents like Whitcomb should then be seen as key actors facilitating long-distance rule through their financial services. Rather than viewing Ottoman state formation in isolation as a purely domestic affair driven by competition among domestically bounded states, Whitcomb's activities show how trans-imperial actors who were subjects of other states were also bound into Ottoman imperial financing through a documentary commercial culture and a breadth of legal practices.

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