

General Average in the Early Modern Ottoman Levant: an Ongoing Investigation

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This essay examines the application of the General Average (GA)¹ – an ancient but still employed tool for sharing losses from maritime dangers – in the Ottoman Empire during the seventeenth century. Its two crucial features were the deliberate sacrifice of portions of the cargo or parts of a ship to salvage the latter due to a common danger, such as storms, and the sharing of the damage in proportion among all participants in the maritime ventures, that is, merchants, shipowners, and the ship's crew. GA and other varieties of Averages played a vital role in the development of long-distance trade across the Mediterranean and Atlantic Europe from the medieval period onwards (e.g., Fusaro *et al.* 2023).

The study of GA and other risk management instruments, above all, premium insurance, has expanded considerably over the past two decades, a development promoted by the interest in institutions and economic performance fostered by New Institutional Economics². In this scholarship, the Ottoman Empire and other non-European polities play a minimal role compared to the bulk of research on Western European states. The neglect of the Ottoman Empire is noteworthy given that, during the early modern period, the Ottoman half of the Mediterranean was the destination or origin of most shipping in that sea, and local and foreign merchants operating there faced risks and hazards comparable to those experienced by their counterparts in Western European maritime contexts³.

¹ In the medieval and early modern periods, there existed many varieties of the Averages, and historical sources tend to employ the term “Average” without differentiating among its different types. (e.g., Addobbati 2023: 151-153; Dyble 2025a: 45-76). In this essay, I focus on the GA. The ‘York/Antwerp Rules’ (YAR) define the GA as “There is a general Average act when, and only when, any extraordinary sacrifice or expenditure is intentionally and reasonably made or incurred for the common safety for the purpose of preserving from peril the property involved in a common maritime adventure”. See York-Antwerp Rules (YAR) - Comité Maritime International - CMI.

² For a few important recent studies on GA, see Constable 1994, Bogojevic-Gluscevic 2005, **Kruit 1015**; Fusaro *et al.* 2023; Dreijer 2023, Iodice 2025, Dyble, 2025.

³ For examples of the limited scholarship on Ottoman legal and commercial institutions in commerce and navigation, see Çizakça 1996, Gedikli 1998, Kuran 2011, White 2018, Stefini 2021.

This essay seeks to incorporate the Ottoman Empire into the broader discourse on risk management in the early modern period. It begins by examining Ottoman jurists' conceptualization of GA and other mechanisms for mitigating uncertainty in legal **treaties**, as well as their application by judicial authorities in seventeenth-century Istanbul. Subsequently, the essay examines the application of the GA by Venetian merchants and shipping operators who were active in the Ottoman Levant. Given Venice's pioneering role in legislating GA in the medieval period and its continued commercial importance in Levantine trade during the early seventeenth century, studying the application of GA in Venetian commerce offers invaluable insights into its use in a non-European political and economic context⁴.

The Ottoman Case

The earliest definition of Average (*avarya* or *hasârât-i bahriyye*, literally “damages of the sea”) in Ottoman administrative and legal sources appears in the 1850 Ottoman Commercial Code (*kanûnnâme-i ticâret-i bahriyye*). It defines Averages as:

The extraordinary expenses arising from damages sustained by a ship or its cargo due to storms, fog, other natural disasters, or the actions of ship personnel. (e.g. Gürzumar *et al.* 29)

The Code distinguishes between “gross or common” Average (*hasârât-i bahriyye-i cesime*) and “small Average”. The former, corresponding to the GA, is defined as damages to the ship or its cargo, along with extraordinary expenses incurred by the captain or crew to rescue the vessel or cargo from natural hazards. These expenses are to be apportioned among the shipowner, cargo owners, and freight carriers. In contrast, the small Average includes extraordinary expenses arising from navigation accidents that are not typically included in the gross Average. Damages to the goods and related expenses were borne exclusively by the goods' owners.

Like other rulings on commercial law, this definition of Averages and the classification into two types followed the Napoleonic *Code de Commerce* of 1807, which, in turn, was based on the 1681 *Grande Ordonnance de la Marine* issued during Louis **XVI**'s reign (e.g. Kenanoğlu

⁴ About Venice and the Ottoman Empire in the seventeenth century, see Greene 2008, Fusaro, 2015.

2005; Toprak 2007: 34). It is worth noting that, according to the Ottoman Commercial Code, GA applied exclusively to expenses incurred by the ship and its cargo during natural accidents, as well as to losses incurred through the deliberate actions of the captain and his crew. As we will see in the Venetian case, GA also covered expenses arising from maritime accidents without the voluntary sacrifice.

Before the Ottoman Commercial Code, as far as current research shows, Ottoman jurists (*muftis*), judicial authorities (*qadi*), or state administrators did not engage with the principle of GA. This absence is noteworthy for two reasons. First, the General Average and other varieties of Average had been widely used instruments for Byzantine and Latin merchants dealing with losses at sea in the eastern Mediterranean during the medieval period. Byzantine legislation, such as the fifth-century Digest of Emperor Justinian I (r. 527-565) and the eighth-century Rhodian Sea Law, contains rulings on the application of GA in cases involving the jettison (Latin, *iactu*) of cargo and ship parts due to storms and pirate attacks (e.g. Penna 2023). Second, during the same period, Andalusian and North African Muslim jurists of the Maliki school of Islamic law recognized the principle of GA and elaborated on it in **treaties** of Islamic maritime law, such as the *Kitāb Akriyat al-Sufun*, penned by Muhammad ibn Umar al-Kinānī al-Andalusī (d. 923 C.E.) (e.g., Udovitch 1993; Khalilieh 2006, 2023). Therefore, medieval Islamic law recognized GA, at least the Maliki school, which prevailed in medieval North African Muslim polities. Currently, we do not know whether other schools of Islamic law also recognized GA.

The absence of references to GA in Ottoman legislation, court cases, and legal opinions reflects the position of maritime law within the Ottoman Empire. All three primary sources of Ottoman law – Hanafi Islamic law (Sharia), sultanic legislation (*kanun*), and local/regional customs (*adet*) – encompass rulings on navigation, shipping, and maritime accidents. However, unlike contemporary European states in the early modern period, neither Ottoman state officials nor Ottoman jurists produced a specific compilation of laws on maritime law before the nineteenth century.

Since the fifteenth century, the sultans issued regional and imperial-wide law codes (*kanunnames*) on important economic, military, administrative, and fiscal matters; however, these codes did not include rules on maritime affairs. Similarly, in contrast to medieval Islamic jurists, Ottoman Hanafi jurists, at least those in Istanbul and members of the Ottoman judicial and religious establishment (*ilmiye*), did not produce **treaties**

dealing with maritime laws, and their collections of legal opinions (fatwas) do not contain specific sections on naval affairs⁵.

The only body of law that covered maritime issues was the *ahidnames*, the “Capitulations”, international diplomatic and commercial agreements between the Ottoman sultans and Europeans, which belonged to sultanic law (e.g., van den Boogert 2005). The Capitulations included several general provisions regarding the security of shipping in the Mediterranean and the suppression of piracy. In the Venetian case, such rulings were reciprocal, applying to both Venetian merchants in the Levant and Ottoman subjects trading in Venice and its territories. Regarding shipwrecks, the Capitulations explicitly prohibited the *ius naufragi* (the ruler’s right to seize shipwrecks and their contents), and Ottoman authorities were obligated to protect Venetian shipwreck survivors from enslavement, ensure the safety of their persons and property, and facilitate the restitution of salvaged goods along the coast (e.g., White 2018: 103-182).

There are many possible explanations for the absence of GA from Ottoman legislation, jurisprudential words, and court cases. A likely reason is that Ottoman merchants had at their disposal a vast array of instruments drawn from Islamic law to mitigate risk in commercial undertakings and at sea. They included various types of profit-sharing partnerships, such as the *mudaraba* (commenda), surety contracts (*kefalet*), and loan agreements between merchants and between merchants and ship captains (e.g., Çizakça 1996; Gedikli 1998; White 2016). Why the Ottoman merchants chose them over GA and other instruments, such as insurance contracts, is an important question that still lacks a comprehensive response.

Collections of fatwas, non-binding legal opinions issued by Ottoman jurists, contain hundreds of instances of fatwas about the legal and commercial institutions and accidents arising from commerce and navigation. I will provide three instances of fatwas from the seventeenth century regarding episodes of jettison (Tr. *ilka*) and shipwrecks (Tr. *gark*) to illustrate how Ottoman jurists addressed such maritime accidents.

Regarding jettison and the compensation, the captain, Çatalcalı Ali Efendi (office 1674-1686), the mufti of Istanbul and head (*şeyhülislam*) of the Ottoman judicial and religious establishment (*ilmiye*), rules the following:

⁵ I consulted fatwa collections from the seventeenth and eighteenth centuries. E.g. Feyzullah Efendi 2009; Yenişehirli Abdullah Efendi 2011; Demirtaş 2014.

Question: Zeyd delivers a shipment of goods to the ship captain, Amr, to be brought to another location. During the sea voyage, a storm takes place, and Amr, to prevent the ship from sinking, lightens it by jettisoning Zeyd's goods. Is Amr required to compensate Zeyd for the value of the goods lost at the time they were thrown overboard?

Answer: Yes⁶.

This fatwa demonstrates that the mufti did not apply the GA principle to cases involving the voluntary sacrifice of cargo to save a ship during a natural disaster. Instead, the captain was required to compensate the merchant whose goods he had jettisoned, despite such action preventing the vessel's sinking. This judgment adhered to the law of Islamic partnership (*şirket*), under which a partner bears responsibility (*zamin*) for losses to the partnership's capital and assets resulting from his own actions. Another fatwa by the same mufti reinforces this application of Islamic partnership law in shipwreck cases⁷. Another fatwa by the same mufti also confirms the application of the Islamic law of partnership in case of shipwreck:

Question: Zeyd entrusts some goods to captain Amr, instructing him, "transports these goods (to an unspecified location) with your ship and trade them according to the *mudarebe* partnership". Amr loads the goods on his ship and goes to the destination. If a storm wrecks the ship and the goods are lost, is Amr liable to compensate Zeyd?

Answer: no⁸

Here, Zeyd and Amr had entered into a *mudarebe*-type partnership (e.g., Çizakça 1996: 10-77; Gedikli 1998), akin to the European commenda, in which Amr was entrusted with the goods to trade and share profits according to a pre-agreed contract. The ship sank due to a storm, and not due to Zeyd's actions; therefore, the latter was not liable to compensate **Amer** for his lost goods. Since the shipwreck resulted from a storm – an

⁶ "el-Sual: bir miktar metâmî ahar diyara götürmek için Amr reise virüb Amr dahi götürürken esnâ-i tarikde furtuna olub ğark ihtimâli ğâlib olmağla Amr sefineye hiffet gelmek için ol metâi deryaya ilkâ eylese Zeyd ol metim vakt-i ilkâda olan kıymetini Amr'a tazmine kadir olur mu? El-Cevab: Olur". Demirtaş 2014, Vo. 2: 214.

⁷ Çizakça 1996: 3-133; Gedikli 1998: 237-260.

⁸ "el-SualZeyd, Amr'a bir miktar metâ' virüb: "Metâi sefine ile götürüb bey' ve semeni ile müdârebe tariki ile amel eyle" deyu emritmekle Amr da metâi sefineye koyub ol diyara götürürken sefine furtunadan paralanub metâ zâyî' olsa Amr'a zaman lâzım olur mu? el-Cevâb: Olmaz". Demirtaş 2014, Vol. 2: 179.

external cause beyond Amr's control – he was not liable for compensation. However, if one partner acts arbitrarily, violates the partnership contract, or takes unilateral decisions without informing the others, that partner would be held responsible for any resulting losses. The following fatwa shows this principle:

Question: Zeyd and Amr are co-owners of a ship. Without obtaining Zeyd's consent, Amr undertakes a voyage to a destination, but the ship sinks during the journey due to a storm. Is Amr liable to compensate Zeyd for his share of the lost ship?

Answer: Yes⁹.

Ottoman Islamic court records (*mahkeme-i şer'*) involving cases of jettison or shipwreck further illustrate the application of Islamic partnership law by Ottoman judicial authorities. In March 1725, the merchant Mehmet Çelebi brought a lawsuit against a Greek ship captain, Uzun Yorgi, before the Islamic court of Galata, an Istanbul district where many international merchants and shipping operators lived and operated. Mehmet alleged that four months earlier, at the Black Sea port of Kalas, he had loaded a shipment of tallow (*don yağı*) onto Yorgi's vessel, which Yorgi had undertaken to transport to Istanbul. During the voyage, Yorgi encountered a severe storm near Crimea, forcing him to jettison the tallow and goods belonging to other merchants to lighten the ship. Yorgi affirmed the truth of his account by swearing on the Bible. Mehmet demanded compensation for his lost goods based on their market value at the time of the incident. The *qadi* (Islamic judge) acknowledged the legal validity of Mehmet's claim but ultimately released Yorgi due to his inability to pay the compensation at that time (e.g. Aydın *et al.* 76).

Venetian Averages in the Ottoman Levant

The Republic of Venice was one of the earliest states in medieval Europe to legislate on GA. The 1255 *Statuta et Ordinamenta Super Navibus* included articles on Averages (*varea*) (e.g., Fusaro 2022, 653). This early legislation responded to the operational needs of Venetian maritime oper-

⁹ “El-SualZeyd, Amr ile a'le'l-iştirāk mālİK olduğu sefineyi Amr'm izinsiz götürüb bir beldeye giderken deryada fırtına zuhur idüb sefine batub helāk olsa Amr sefineden hissesini Zeyd'e tazmine kadir olur mu? el-Cevâb: Olur”. Demirtaş 2014, Vol 1: 325.

ators in a period of substantial commercial development in the late medieval Mediterranean.

Two aspects of the GA application in Venice are particularly relevant to this study. First, as illustrated by Guido Bonolis and Maria Fusaro, in Venice, GA, and other types of Averages had a far broader application than elsewhere. This expansion was largely due to the influence of Byzantine maritime law, especially the eighteenth-century *Nomos Rhodion Nautikos* (Rhodian Sea Law). This legal compilation extended the expenses incurred for any damage to the ship and cargo, not just for voluntary damage, which was the key condition for applying the GA under Roman law, but also for involuntary damage, with culpable or malicious damage as the only exceptions. However, fifteenth-century Venetian legislation limited the cases in which the GA was to be applied to instances of jettison and piracy and, under specific conditions, created stringent procedures to deal with GA cases. Nevertheless, as our cases examined below reveal, Byzantine legislation may have continued to influence the Venetian GA Venetian practice well into the early modern period (e.g., Bonolis 1921; Fusaro 2022).

Second, unlike other Italian maritime centers, Venice maintained a clear distinction between insurance and GA throughout the early modern period. As Fusaro highlights, most unexpected maritime costs were addressed through GA, while insurance primarily covered cargo losses. Venetian insurance contracts were explicitly “free of Averages”. This separation is further reflected institutionally: jurisdiction over GA fell under the *Giudici del Forestier* and *Giudici dell’Estraordinario*, whereas insurance disputes were adjudicated by commercial courts such as the *Consoli dei Mercanti* and the *Cinque Savi alla Mercanzia* (the Venetian Board of Trade) (e.g. Fusaro 2022, 659-662).

In the Ottoman Levant, Venetian merchants and shipowners frequently employed the principle of GA in cases of maritime accidents. In Ottoman port cities, Venetian subjects had recourse to consular tribunals to resolve disputes arising from trade and navigation among their community. Under the Capitulations, Ottoman authorities recognized the judicial authority of Venetian ambassadors and consuls over intra-group disputes. For the Ottomans, Venetian law and commercial customs applied in the Venetian consular courts within the empire were the customs (*adet*) of a mercantile community, and they generally did not interfere in the judicial proceedings of these courts (e.g., van den Boogert 2005: 33-62; Stefini 2021: 122-162). Therefore, although Ottoman authorities did not apply GA in judicial practice, the latter and other pre-Ottoman com-

mercial institutions, such as insurance contracts, were recognized in the Levant by the consular courts of European communities.

My research to date has focused on the application of GA in Venetian navigation during the first half of the seventeenth century, specifically the decades of the 1600s and 1610s. My records originate from the chancellery of the Venetian ambassador in Istanbul (the *bailo*, plural *baili*) in Beyoğlu, Istanbul's district north of the walled city of Galata, where European embassies were located¹⁰. This institution operated as both a consular tribunal and a notarial office. The *bailo* heard and ruled over all types of commercial disputes between Venetian merchants, as well as several cases involving Ottoman subjects and other European merchants.

My research reveals an extensive range of GA in Venetian shipping within the Ottoman Empire. The three main types of situations where Venetian operators resorted to GA were: the jettisoning of cargo or parts of the ship to salvage it during storms, extraordinary expenses incurred by shipmasters to pay, from the Venetian perspective, unlawful charges imposed by Ottoman authorities (known as *avania*), and exceptional costs borne to recover cargo following a shipwreck. I will provide examples from these cases.

A. *Jettison and GA*

Jettison was the most common example of GA events in Venetian shipping in the Levant. In December 1606, the Venetian ship *Stella*, while sailing from Venice to Istanbul along the Adriatic coast, encountered a severe storm (*fortuna*) near the Venetian-held Island of Corfu (Kerkyra). To lighten the ship, the shipmaster Iseppo di Benetto cut the sail of the foremast and abandoned a small boat that was attached to the vessel by a rope and loaded with goods. This boat later sank with its cargo on board¹¹.

After the accident, the shipmaster stopped in Venetian-held Corfu, where, before local Venetian authorities, the crew and the merchants who were traveling on the ship registered their confessions about what had happened to the boat. Furthermore, under oath, Iseppo reported that during the storm, he had summoned a council of twelve merchants and crew members to decide on cutting the foremast's sail and abandoning the

¹⁰ All the cases of this study are in Archivio di Stato di Venezia (ASV), Bailo a Costantinopoli (BAC) 275, 278/279.

¹¹ BAC 275 Registro 393, foli 60v/61r (10-01-1607).

aforementioned small boat. This declaration demonstrates how the shipmaster wanted to prove that he had consulted with the merchants and the crew before acting to save the ship. This is an example of *germinamento*, the shipmaster's consultation with the merchant and/or the crew. According to the Rhodian Sea Law and the Consulate of the Sea, as well as jurisprudential **treaties** from the early modern period, such consultation, despite its operational difficulties, was necessary for the procedures of the GA to commence (e.g. Addobbati 2023: 158-160; Dyble, 2025: 65-67).

After these actions, in early January 1606, Iseppo went to Istanbul on the ship and petitioned the *bailo* Ottaviano Bon (office 1604-1608) to summon the Council of Twelve (*Concilio dei XII*) to appoint two experts (*periti*) to assess the damage that had occurred on the boat and its cargo and determine the value of the Average to be paid by the interested parties. The Council of the Twelve was an assembly of Istanbul's most prominent Venetian merchants and shipmasters (e.g. Stefini 2021: 39). This assembly took collective decisions on commercial and maritime matters, including consular taxes, navigation between Venetian and Ottoman territories, unlawful charges levied by Ottoman officials, and the boycott of Ottoman merchants.

Applying to the Council of the Twelve was the standard procedure for GA cases. In most cases of GA that I studied in the archives of the consular court of Istanbul, the shipmasters who jettisoned goods into the sea always requested that this council appoint two experts among its members to assess the damage to the ship and its cargo and determine the Average to be paid by each merchant. This shows that Average cases involved the entire Venetian mercantile community in Istanbul: the *bailo* consulted it before making decisions on the application of the GA.

The Council of Twelve appointed two experts, Iseppo Bozza and Antonio Pirone, the first a Venetian merchant and the second an Ottoman Christian (*zimmi*) from Galata who intensely traded with Venice. They had to operate "according to the ordinary in these cases" (*secondo l'ordinario in questi casi*). There is no reference to Venetian laws in the documents of the Venetian consular court regarding GA. The Venetian consular court employed a summary procedure, and the documents produced rarely reference specific Venetian laws governing trade and navigation.

In early February 1606, they registered the result of their investigation in the Venetian chancellery. They swore on their conscience regarding the damage to the ship and the goods, as well as the value of the saved goods and the amount of the Average to be paid for all the saved goods in the

ship. The Average was assessed for 12 types of merchandise and did not include merchants' personal belongings or the ship's crew.

They declared that the entire GA amounted to 9,481 aspers – equivalent to approximately 80 Venetian sequins in 1606 – of which 6,320 aspers, or two-thirds of the total, were apportioned to the cargo (*varia sopra la mercanzia*), while the remaining 3,160 aspers, representing one-third, were charged to the ship (*varia spettante alla nave*)¹². The division of the losses as falling 2/3 on the saved goods and 1/3 on the vessel seems to be a customary assessment of the GA in Venetian shipping, as also demonstrated by Maria Fusaro in GA procedures in the city of Venice during the seventeenth century (e.g. Fusaro 2022: 660).

This division of GA penalized merchants more heavily than shipmasters. It strikingly differs from GA procedures in contemporary European states, such as Tuscany and the Netherlands, where ships bore at least half of the expenses. In seventeenth-century Livorno (Leghorn), for instance, the vessel accounted for half of the GA calculations, while freight rates made up one-third (e.g., Dyble, 2025: 82¹³). In Venetian shipping in the Ottoman Levant, cargo owners bore the bulk of the costs of GA.

We can explain this situation by considering the contemporary crisis of Venetian shipping and commerce in the Levant from the late sixteenth century onwards. The Venetian commercial fleet halved in size between 1560 and 1600 due to rising production costs, increasing piracy threats, and the availability of Northern ships that were faster and better equipped to face the dangers of the sea. Similarly, from the early seventeenth century, Venetian trade in the Ottoman Empire suffered from a growing competition from newly arrived Northern European trading groups, above all the English: the latter, thanks to geopolitical factors, technological superiority in navigation, and mercantilist policies of the English government supplanted the Venetian as the leading trade partner of the Ottoman Empire during the seventeenth century (e.g. Fusaro 2015). The GA procedures in Istanbul, which favored shipmasters over cargo owners, likely aimed to support Venetian navigation during a period of naval crisis.

¹² BAC 275 Reg. 393, f. 71v (5-02-1607).

¹³ I thank Jake Dyble for discussing the various calculations of GA with me.

B. *Avanias*

The Venetians, European merchants, and diplomats widely reported on the *avanias* in the early modern Ottoman Empire, which they considered extra-legal fines levied by Ottoman authorities on Europeans, such as donatives to Ottoman customs and naval officials at the docks or on the sea (e.g., Olnon 2000; Dyble 2025b). While expenses related to jettison arose from natural accidents (or an “act of God”), *avanias* represent a political imposition whose costs were borne by Venetian economic actors.

An example of an *avania* took place in October 1607 at the Dardanelles. Three Venetian ships (*Foscarina*, *Balba*, e *Martinella*) stopped on the island of Tenedos (Bozcaada) before entering the Dardanelles on their way to Istanbul. During their stop in Tenedos, they encountered the Ottoman fleet, captained by the Ottoman admiral (*kapudanpaşa*) Cafer Pasha (in office 1605/1606), and the shipmasters Zorzi Santorini, Zorzi da Pirano, and Marco Orsini paid him a donative of 150 sequins per ship. We do not know the circumstances of payment, especially whether the admiral demanded it to allow the vessels to continue their voyage to Istanbul¹⁴.

Once in Istanbul in November, the three shipmasters appealed to the bailo Ottaviano Bon, demanding that such expenses be allocated to GA and paid by the cargo owners. The latter refused to pay for the donatives made to the Ottoman admiral because it was a noncanonical charge and asked for the application of ordinary procedures (*ordinario*). The *bailo* ruled that the GA must be applied to the donatives, but only for amounts over 120 sequins for the ship, not 140, which was the actual sum paid by the shipmasters to the Ottoman admiral. Furthermore, the *bailo* decided that the expenses for the whole Average were to be levied in the ratio of 2/3 on goods and 1/3 on the ship, as in the previous case. From the disputes between the shipmasters and individual merchants who refused to pay the Average, we know that each merchant paid 508 aspers, which is approximately four sequins in 1608 (1 sequin = 120 aspers) (e.g., Pamuk 2000: 144).

Therefore, the *bailo* aimed to find a middle way between the interests of the shipmasters and those of the merchants. He agreed with the shipmasters on allocating these donations to Ottoman officials, but limited the total monetary value of the expenses to be borne by the merchants. After this episode of *avania*, the *bailo* issued a commandment for the whole Venetian mercantile community in Venice that exempted merchants' goods

¹⁴ BAC 275, Reg. 393, f. 163v/164r (9-11-1607).

from the GA in case of donatives to Ottoman officials by shipmasters and captains. The *bailo* stated that if Venetian ships encountered the ships of Ottoman admirals and governors and the shipmasters and captains made donations to them, the shipmasters and captains alone were financially responsible for such contributions, and the cargo owners were exempt from GA (*liberi da varia*). He also obtained an Ottoman rescript (*nişan-ı hümayun*) and an imperial commandment (*hüküm*) forbidding Venetian merchants and shipmasters from making donatives to Ottoman officials¹⁵.

As mentioned, not all merchants accepted the *bailo*'s decision regarding the payment of the Average in this case of a donation to Ottoman officials. In December 1607, Santo Tacone, the scribe (*scrivano*) of the ship Foscarina, brought the merchant Antonio Pirone to court in the Venetian chancellery because the latter refused to pay the Average of 508 aspers on his goods carried on that ship. He claimed that those goods did not belong to him, but rather to Resul Çelebi bin Abdülgani, a pre-eminent Ottoman merchant who traded with Venice on behalf of high-ranking Ottoman officials¹⁶. Antonio stated that Santo should demand payment from Resul and not from him. The *bailo* sentenced Antonio to pay the GA but allowed him to recover the sum from Resul.

This court case highlights a significant factor in GA procedures in Istanbul: many goods sent to Istanbul from Venice were owed by Ottoman subjects, including many high-ranking Ottoman officials. In the sixteenth and seventeenth centuries, Ottoman-Venetian trade was characterized by strong reciprocity, with numerous Ottoman merchants, including Orthodox Greeks, Sephardic Jews, and Muslim Turks, trading with Venice under the Capitulations. The goods loaded on Venetian ships arriving in Istanbul belonged to different Ottoman subjects who traded with Venice through commission agents (*fattori*) based in Venice or travelling merchants (e.g. Stefini 2021: 78-121). These goods were generally registered in the names of Venetian merchants based in Istanbul to avoid the risk that Christian pirates, such as the Knights of Malta, might seize them because they were owned by Muslims.

Hitherto, in both the records of the Venetian chancellery and Ottoman courts, I have not found instances of disputes over the payment of the GA between Ottoman and Venetian merchants. The aforementioned court case suggests that the *baili* may have exempted Ottoman merchants

¹⁵ BAC 275, Reg. 393, f. 1654r/165f (9-11-1607).

¹⁶ BAC 275 Reg. 393, f. 182r/183r (17-12-1607).

from GA procedures, particularly when they had connections with Ottoman authorities. This policy aimed to appease the preeminent Ottoman merchants and state officials and prevent potential diplomatic controversies that often plagued Ottoman-Venetian trade in the sixteenth and seventeenth centuries (e.g. Arbel 1995; Stefini 2021: 270).

C. *Shipwreck and beaching*

The final instance of the application of GA was a shipwreck that resulted in the vessel being beached on the shore. In early September 1616, a Venetian ship, a *berton* called Naranzera, headed by Dimitri Toderini, an Ottoman Greek shipmaster, encountered a storm at the mouth of the Dardanelles and ran aground on the Anatolian coast. There is no evidence in our sources of deliberate beaching of the vessel by the shipmaster. The goods stored on the ship were at risk of spoilage or unauthorized removal by the inhabitants of the surrounding area. As mentioned earlier, the Capitulations stipulated that Ottoman officials were required to protect the cargo of Venetian vessels that shipwrecked or became grounded due to adverse weather conditions.

On September 11, the *bailo* Almorò Nani (office 1604-1620) convened the Council of Twelve, proposing to arrange an Ottoman-Venetian expedition to recover the goods from the ship and to divide the expenses equally among all the cargo owners. At least 30 merchants were interested in recovering the goods, including the shipmaster of the vessel, Dimitri, who had carried the goods on board, as well as some Ottoman Jewish merchants. The Council approved the application of the GA on the surviving cargo and parts of the ship¹⁷. The following mission included a Venetian dragoman (an interpreter), Giovanni Battista Salvago, and an Ottoman official, a *kapıcı* called Murat Ağa. It was authorized by an Ottoman imperial order addressed to the Qadi of Gelibolu, a port on the Dardanelles near which the Venetian vessel was stranded¹⁸.

The expenses for recovering the vessel must have been substantial, given the complicated process of retrieving the goods from the beached ship. The Venetian/Ottoman party, which also included the Venetian consul in Gelibolu, had to charter three small Ottoman boats (*karamürsel*) to collect the surviving goods from the stranded ship and carry them

¹⁷ BAC 278, Reg. 400, f. 265r/266v (11-09-1616).

¹⁸ For the document, see Başbakanlık Osmanlı Arşivi (Ottoman Archives of the Prime Minister's Office), Ecnebi Defterleri, 13/1, page 130, no 636.

to Gelibolu, where an inventory was drawn up, and later to Istanbul. They also had to obtain several Ottoman documents addressed to military officials to protect the ship's cargo. Further expenses also included a donation to the customs official (*emin*) of Galata, who sought to collect duties on the goods recovered by the ship, a non-canonical practice in cases of merchandise salvaged from shipwrecks, according to the *bailo*. The *bailo* summoned the Council of Twelve to confer on him the authority to make such a donation to the Ottoman official, whose expenses were to be shared among the merchants who owned the goods, according to the GA. Regrettably, the precise costs associated with the salvage operation, as well as the GA contributions required from both merchants and shipmasters, are not recorded in the extant documentation¹⁹.

The salvaged cargo from the shipwreck was deposited in the Venetian chancellery, pending identification and reclamation by its rightful owners. This process proved significantly complex due to numerous disputes over the identification of the goods, some of which had been spoiled in the shipwreck. The *bailo* and his officials lamented innumerable instances of fraud by merchants who attempted to claim goods that did not belong to them. Assessing ownership of the goods and determining whether the merchants had insured all their cargo or only parts of it was crucial for initiating insurance processes.

In Venice, as in other parts of Western Europe during the early modern period, insurance contracts typically covered losses resulting from shipwrecks. Furthermore, as shown above, Venetian legislation in the late medieval period included only the jettison of cargo and damage arising from piracy as falling within the losses covered by GA (e.g., Fusaro 2022: 656). However, the already mentioned Byzantine Rhodian Sea Law included a clause in Chapter 10 stipulating that if the shipwreck or loss occurs without the fault of the master/the crew/or the merchant, what is saved from the ship and the cargo should come into GA contribution (Penna 2023: 124). The fact that, in our case of an involuntary shipwreck or beaching, the salvaged cargo and parts of the ship had to contribute to GA suggests that medieval norms and practices regarding the applicability of GA might have survived in the eastern Mediterranean²⁰.

¹⁹ BAC 278, Reg. 400, f. 280v (22-09-1616).

²⁰ In early modern Tuscany, expenditures resulting from the voluntary beaching of vessels were recovered by the GA. In our case, the shipwreck and beaching were involuntary. Dyble 2025: 58-60.

Furthermore, in our case, many interested Venetian merchants opted to share the expenses under the GA rather than wait for compensation from insurers in Venice. A writing (*scrittura*) dated 22 September 1616, authored by Geromimo Alberti – secretary to the *bailo* and public notary – and officially registered in the Venetian chancellery, provides valuable insights into this decision. The secretary reported that, according to Venetian insurance procedures, merchants whose insured goods were stored in the chancellery could not claim them until directives were received from their insurers (*assicuratori*) in Venice outlining the proper procedures to follow. However, he stated that merchants whose goods were pledged to other businessmen in Istanbul – that is, as part of credit agreements or partnerships with Venetian or Ottoman merchants – had to prove this in the chancellery, formally revoke their insurance contract made in Venice, and pay the GA for the goods lost in the shipwreck. This writing was followed by the signatures of 29 merchants, who had approved its contents²¹. On 9 January 1617, three months after the shipwreck, the *bailo* promulgated an order requiring **eighteenth** Venetian cargo owners to pay the assessed Average, under threat of a fine of 100 Venetian sequins, demonstrating some opposition to such an imposition²².

The writing mentioned above tellingly illustrates the conundrum faced by Venetian merchants in Istanbul following a shipwreck and the salvage of goods. Insurance contracts allowed them to recover their capital losses due to accidents at sea, but they might have involved lengthy procedures for assessing and compensating the losses. These lengthy procedures might have jeopardized commercial agreements between Venetian businessmen and, more importantly, between Venetian and Ottoman merchants. Forgoing insurance settlements and instead paying the GA for the losses incurred on merchandise during a shipwreck, while being able to employ the surviving goods to fulfill business obligations, might have been a preferable solution for Venetian merchants seeking to maintain business relations with local merchants in a period of declining Venetian commerce in the Levant. This demonstrates how Average and premium insurance could have complemented each other in mitigating losses associated with long-distance trade. Again, the presence of Ottoman merchants as owners of the cargo likely influenced the application of GA, favoring it over other risk management instruments in specific historical circumstances.

²¹ BAC 278, Reg. 400, f. 269r-272v (20-09-1616).

²² BAC 279, Reg. 402, f. 19v (09-01-1617).

Conclusions

This preliminary study of GA in the Ottoman Empire has shown two key elements of its application. First, current evidence from Ottoman sources indicates that Ottoman jurists and judicial officials did not recognize GA as a legal principle for allocating losses among participants in a common venture arising from accidents at sea. On the contrary, Ottoman legal authorities applied the Islamic law of partnership to govern maritime accidents in which losses occurred to a ship and its cargo. As a consequence, even in cases of jettison, the most common situation of GA, Ottoman jurists and judges ruled that the ship captain who cast cargo in the sea to save the ship during a danger at sea was responsible for the goods he deliberately sacrificed for the common good.

Second, despite the Ottoman authorities' lack of recognition, GA was widely employed by Venetian merchants and shipping operators active in the Ottoman Empire during the early modern period. This was the case because Ottoman state officials allowed European merchants in the empire to resolve intra-group disputes according to their own state law and commercial customs, which included the GA. My findings show that in Venetian commerce in the Levant, GA applied both voluntary and involuntary damages, including ship beaching and extraordinary charges demanded by Ottoman authorities. These findings confirm the insights of scholars such as Bonolis, Fusaro, and Andrea Addobbati regarding the existence of a broad and strong community of risk among participants in Venetian maritime ventures during the medieval and early modern periods.

Furthermore, that paper also illustrates that GA addressed the specific needs of Venetian maritime operators in Istanbul in the seventeenth century. To counter the growing crisis of Venetian shipping and to support Venetian commerce in the face of rising European competitors, Venetian ambassadors and their officials promoted the application of GA in many contexts, not only for losses of cargo due to jettison but also for shipwrecks and non-standard charges imposed by Ottoman authorities. They also mediated between shipmasters and merchants, even though the apportionment of expenses under the GA principle favored the former, who were the most prominent victims of the decline in Venetian shipping. Lastly, the presence of Ottoman merchants as cargo owners was another factor influencing the GA procedure, as Venetian authorities were unwilling to burden them with the GA expenses to preserve Ottoman-Venetian trade from competition from other European trading groups.

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