

Commercial Partnerships in Late Nineteenth and early twentieth century Malta¹

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Abstract

In today's commercial partnerships – the limited liability company in its various forms in particular – are considered vehicles for commercial activities but also as efficient ways through which financing could be obtained. Although by the late nineteenth century, commercial association had long been known and practised in Malta, it was generally for other purposes. This is confirmed by the unpopularity of limited liability on the one hand and the recourse to partnership between family members on the other. In both these and other cases, association was viewed within the wider perspective of wealth retention and transmission. In cases involving non-relatives, such associations served as a means of acquiring both financial as well as other forms of capital. In all cases, a deep analysis of commercial partnerships during this period is bound to yield rich material for a better understanding of commerce in Malta.

Introduction

A small number of local companies (PLCs) are listed on Malta's diminutive stock exchange, where the number of shares traded is equally small. These few companies, however, are the tip of an iceberg which hides under sea level a much larger number of companies (usually limited liability companies) which are termed 'private' i.e. the transfer of their shareholding is restricted.² These latter companies are usually the result of collaborative agreements between merchants and traders and convey upon the partners a number of advantages which personal dealing lacks. The most important of such benefits is limited liability i.e. the responsibility of the shareholder is limited to his contribution (or promised) to the company. Furthermore, a uniform rate of tax, and the distinct juridical personality militate in favour of the formation of a company as a trading vehicle.

¹ The present paper is a revised edition of an extract from my Ph.D. thesis 'The Maltese Commercial Class 1870-1914. Business, Families, Networks' (May, 2009).

² Private limited liability companies are identified with the name ending with 'Limited' or 'Ltd.' As against P.L.C.

The popularity of limited liability is a relatively recent phenomenon – probably dating from the enactment of the first ad hoc law regulating partnerships in 1942. However, partnerships have been resorted to in Malta for centuries.³ During the nineteenth century, for example, a considerable number of partnerships were in existence. These, as a general rule, were either ones with unlimited liability or mix partnerships where one or more partners assumed unlimited liability with another ‘sleeping’ partner having his liability limited to his contribution. In the absence of any direct taxation in Malta there were other factors which motivated merchants to collaborate. These were principally two, namely, the transmission of the business to descendants and the formation of alliances with persons who could provide the enterprise with much-needed literacy.

This writing proposes to examine in some detail the commercial partnerships of the late nineteenth- and early twentieth-century in Malta. In its first part it explains the legal framework under which commercial partnerships operated and then devotes its attention to both the geographical and social distribution of merchants and entrepreneurs who formed such partnerships and the merchandise dealt with. The second part analyses the reasons which motivated merchants to form such collaborative alliances, and to the advantages which this brought about. In its third part, this writing examines the role of women, whether these were daughters, wives, widows or mothers, in the commercial enterprise. Finally, it seeks to answer the question why was it that merchants and entrepreneurs preferred to form partnerships with unlimited liability rather than taking advantage of the possibility of forming ones where they could have limited their liability (and, consequently, minimised their risk).

It will be seen from this analysis that commercial partnerships were important means of transmission of wealth from fathers to sons (but not necessarily daughters) and that merchants were willing to pay a considerably high price for the acquisition of commercial literacy. Within this structure, the wives, widows and daughters of merchants seem to have undertaken with a measure of success the continuation of the business of the original entrepreneur, whether this was in their own or their descendants’ interests. In almost all cases the merchants retained unlimited risk. Whether this was motivated by underlying moral injunctions which demanded the honouring of one’s debts or simply, and more prosaically, the determination to retain control and exclude a potential ‘democratization of commerce’ is a question that can be answered only by reference to

³ Denise Bezzina, *Early Hospitaller Birgu. A Study of the Acts of Notary Nicolo’ de Agatiis 1538-1540* (unpublished. B.A. History thesis, May 2001); 83 refers to one such partnership constituted on 3 April 1539 by deed in the records of Notary Nicolo’ de Agatiis.

the then-prevailing mentalities. This is one matter which needs much further study, and goes beyond the scope of the present paper.⁴

I.

Association between merchants is neither a contemporary nor a nineteenth-century phenomenon.⁵ Merchants associated with each other, or with others, in order to expand their business, to minimise risk, to be able to compete on the market, to increase their margins, and for other reasons. Trading firms had existed in ancient Rome and the earliest confirmed forms of the modern partnership can be traced at least as far back as the ninth and tenth centuries.⁶ The popularity of this trading vehicle during the late nineteenth century can be gauged by the existence of well over five hundred partnerships in formation in existence, or in liquidation between 1870 and 1914. The formal requirement of publication of the terms of the partnership in the local Government Gazette facilitates the researchers task. In many cases, however, this source is not enough. Often it needs to be supplemented by recourse to the original documents of constitution themselves. These were, as a general rule, drawn up by notaries and can be accessed through the records of the then-practising notaries. The available material on the subject provides vital insights not only into the subject of commercial partnerships themselves but, equally important, into the general practises of the times.

The law regulating commercial partnerships had been enacted in 1857.⁷ This provided for three types of association. The first, by far the most common, was known as ‘partnership under a common name’, also known as *en nom collectif*. In substance this was a partnership between two or more persons who assumed unlimited liability.⁸ It had to bear the name of the partners or one of them,⁹ and was usually constituted for a particular business venture. Such a business venture could be, as it often was, the exercise of commerce in general. The second type of partnership was that known as partnership *en commandite*. In this case, one or more of the partners assumed unlimited liability, while the other partner/s was/were liable only up to the amount contributed. The name of the sleeping partner could not appear in the partnership name,¹⁰ nor could he be entrusted with the administration.¹¹ Examples of this type of partnership were also common in Malta during the period. The third type, much less common, was the ‘anonymous partnership’ where the capital was divided into a number of shares which were

⁴ In Britain, that debate is far from concluded. Cf. in this connection, G. R. Searle, *Morality and the market in Victorian Britain*, Oxford 1998 and M.C. Finn, *The character of credit: personal debt in English culture, 1740-1914*, Cambridge, 2003.

⁵ For a brief history of the medieval partnership cf. M.M. Postan, E.E. Rich, Edward Miller (eds.), *The Cambridge Economic History of Europe, Vol. III, Economic Organization and Policies in the Middle Ages* (Cambridge University Press, Cambridge, 1963), 49-50 and *passim*.

⁶ F. Braudel, *The Wheels of Commerce. Civilization and Capitalism 15th-18th Century. Volume 2* (Phoenix Press, London, 2002), 434.

⁷ Ordinance XIII of 1857.

⁸ *ibid.* Art. 39.

⁹ *ibid.* Art. 37.

¹⁰ *ibid.* Art. 52.

¹¹ *ibid.* Art. 53.

transferable.¹² In this third type, each partner is liable only up to the amount subscribed and not more.¹³ Instances of this type of partnership are hard to come by in the period reviewed here.¹⁴

Partnerships with unlimited liability of the partners in the modern commercial codes of the continent (on which the Maltese Ordinance was based) reproduce almost without variation the structure of the medieval *compagnia*. Its origin was intimately linked to the ‘capitalistic spirit,’

*... nell’aver interpretato, fin dalle origini, alcune delle esigenze tipiche del capitalismo sta la ragione del suo persistere nel tempo, e anzi della sua capacità di espansione.*¹⁵

Even the partnership *en commandite* had a medieval origin. Fernand Braudel refers to the *societas maris*, also known as *societas vera*, or *commenda*. It is born near the sea, says Braudel, with one partner who remained on the spot – the *socius stans* – and a *socius tractor* – who left in person on the ship:¹⁶ the capitalist partner entrusted a sum of money to the merchant in return for a share of the profits deriving from an overseas commercial expedition.¹⁷ To this latter type of partnership, Braudel juxtaposes the *compagnia*, ‘for inland towns ... [which] took time to become integrated to trade currents in Italy and the Mediterranean.’¹⁸

Nineteenth-century collaborative commercial activity is heir to both types of partnership. If the greater part of commercial activity was centred in the port area, and looked towards foreign shores for the importation of goods, and the consequent realisation of profits, elements of the *compagnia* were clearly visible. This latter type of business association begins in a family relationship ‘in which everything was shared – bread and risks, capital and labour.’¹⁹ However, Maltese traders and businessmen, as indeed their counterparts elsewhere, made use of this vehicle not only when family members were concerned but also between strangers; where commercial opportunity arose, when a profit, or a need, seemed likely. A number of intervening factors – more particularly time and trading realities – ensured the adaptation of historical precedent and legal enactment to the best interests of the commercial community.

¹² *ibid.* Art. 61.

¹³ *ibid.* Art. 64.

¹⁴ Ordinance XIII of 1857 also provided for a fourth type of partnership, called ‘Associations in Participation.’ These were *de facto* commercial associations relating ‘to some one or more special and determinate commercial operations: and are formed for such objects.’ In this case, rights of action by third parties could not be exercised against the partnership but against the partner with whom the business was transacted. (*cf.* Art. 72-74).

¹⁵ Prof. F. Galgano, entry: ‘Società in nome Collettivo’ in *Nuovo Digesto Italiano* Vol. XVII (Torino, 1970), 561-5 [Its strength in time is due to the ability to answer some of the typical needs of capitalism, indeed in its elasticity].

¹⁶ Braudel, 434.

¹⁷ Prof. F. Galgano, entry ‘Società in Accomandita Semplice’ in *Nuovo Digesto Italiano*, 565-70.

¹⁸ Braudel. 436.

¹⁹ *ibid.*, 436 (*cum + panis*, says Braudel).

It has been said that for the first few decades of British rule, certainly until the 1820s, an impressive number of foreigners [were] living on the island.

Englishmen seem to have figured prominently in this Golden Age of commerce. In its heyday the Society of British Merchants seems to have been the leading association of merchants, establishing commission rates for sales and purchases, freight forwarding, insurance and storage. ... Englishmen were responsible for other initiatives as well, such as setting up the first modern bank on the island, the *Banco Anglo Maltese* in 1809.²⁰

However, over the middle decades of the nineteenth century, and despite periods of economic slump, Maltese merchants and traders quickly learnt their lesson. Their number grew in the same measure that foreign – particularly British – businessmen diminished. As Vassallo says, when the Chamber of Commerce was constituted (1848),

It was the direct result of a fusion between a Society of British Merchants, on the verge of extinction and a Society or Chamber of Maltese Merchants which was very much in the ascendancy.²¹

Thus, the template established by resident British merchants, historical precedent and custom together with the proven financial success of these enterprises during periods of economic boom acted as motivating factors for the Maltese – never a race that lacked the ability to emulate others in money-making – to enter into commercial enterprises and to form partnerships for the more risky and profitable enterprises, and where the capital, financial or otherwise, of one individual was not enough.²²

The second factor concerns the legal infrastructure of commercial partnerships. Commercial Law, as indeed all Maltese private law owes its origin to the Code Napoleon and the Italian Codes. Commercial partnerships were no exception: Maltese Law followed the Italian. Thus, as in many other structures concerning the cultural and social

²⁰ C. Vassallo, *The Malta Chamber of Commerce 1848-1979* (Malta, 1998), 41. For the activities of English merchants in Malta at the beginning of the nineteenth-century *cf.* also, Michela d'Angelo, *Mercanti inglesi a Malta 1800-1825* (Milano, 1990).

²¹ C. Vassallo, 'The Establishment of the Malta Chamber of Commerce, in *Consolati di Mare and Chambers of Commerce. Proceedings of a Conference held at The Foundation for International Studies (Valletta, 1998)*, C. Vassallo ed. (Malta, 2000), 127-132.

²² It is interesting to compare the position obtaining in Malta and that found in Sicily and southern Italy in general. There, too, English, and other foreign, entrepreneurs had a field day not only in the first part of the nineteenth century but throughout most of it. Thus, for example, in Palermo as late as 1838 there was only a small number of local merchants compared to their foreign colleagues. Among these 'new' local merchants were probably individuals who inherited naturalised foreign businessmen (*cf.* O. Cancila, *Palermo* (Roma-Bari, 1999), 43 et. seq.).

framework of nineteenth-century Malta, the theoretical framework underlying trading associations derived from the continent, particularly Italy, while the *practical* and empirical structures were rooted in English practice. Such cultural imports were not wholesale: the local commercial community adopted and adapted to what suited it best. If some of the direct influences were not deemed of benefit they were discarded, or changed to suit the needs, expectations and ambitions of the local community.

No reticence, however, was felt by Maltese businessmen in engaging in trade in partnership with persons from anywhere in Europe or elsewhere. One can thus find a partner who 'is not resident in Malta,'²³ or an Italian from Bari,²⁴ or from Catania,²⁵ or from Florence,²⁶ or from Girgenti in Sicily²⁷, or from Livorno²⁸, or Trieste²⁹ or from Palermo,³⁰ or from Genoa³¹, or from Naples³²; or an Irishman from Dublin,³³ or a Tunisian from Monastir,³⁴ or from Tunis,³⁵ or even a Canadian.³⁶

²³ Cristoforo Carrerras in partnership with Giuseppe Bencini in C. Butler & Co. constituted in 1887

²⁴ Fernando Fava, a painter born in Bari, Italy in partnership with Ettore Maistre, born Misida and residing in Sliema in the firm F. Fava & Co. (constituted in 1888). The trading partners could also be the (non-Maltese) son-in-law as happened in the case of the well-to-do (*benestante*) Temistocele Conti who formed a partnership with his son in law Mario Margutti under the name of Conti e Margutti [M]alta [G]overnment [G]azzette, 19 Jan. 1906, No. 4879, 74.

²⁵ Francesco Azzopardi born in Floriana and residing in Valletta, entered into a partnership with Lorenzo Riccardi under the name of Azzopardi e Riccardi for trade in wines and liquors.

²⁶ Alfredo Bonello entered into a partnership with Florentine born Maurizio Brown under the name of M. Brown and A. Bonello by deed in the records of Not. Salvatore Galea Balzan of the 7 Sept. 1882.

²⁷ The United Photographic Studio operating from 27 Strada Conservatorio, Floriana was formed between Salvatore Grima and Gabriele Celso (MGG 13 Nov. 1903, No. 4657). Seven months later (MGG 20 May 1904, No. 4716) Celso transferred his rights to Cilia la Corte who continued the partnership with Grima.

²⁸ Stanislao Favi, resident in Valletta entered into partnership with Raffaello Brizzi of Livorno under the name of S. Favi & Co. for the sale and renting of painfortes from 58 Strada Mezzodi, Valletta (MGG 01 Jun. 1904, No. 4719).

²⁹ Griscti e Mosca MGG 25 Sept. 1884, No. 3053.

³⁰ Gaetano Quattrocchi resident in Valletta formed partnership to operate a hairdresser's shop at 265 Strada Reale, Valletta with Palermitan Giuseppe Sperandeo. The partnership however, was dissolved a mere two months after its constitution (MGG 1 May 1897, No. 3909).

³¹ Riccardo Serra born in Senglea and resident of Hamrun together with Antonio Pace of Valletta formed a partnership with Gerolamo Vassallo, born and residing in Genoa under the name of Serra e Vassallo for trade in pottery.

³² John Axisa & Co. was formed between Giovanni Axisa of Sliema and Leone Rocca for the sale of foodstuffs at 28 Strada Reale, Valletta (MGG 1 Dec. 1900, No. 4296).

³³ Antonio Despott from Cospicua entered into a partnership with Stannus Geoghegan, resident of Valletta under the name of Despott, Geohegan & Co. as brewers of stout and ale by deed in the records of Notary Achille Micallef of the 15 Mar. 1885.

³⁴ Giuseppe di Raimondo Galea of Floriana was the working partner in the partnership financed by Francesco Carlo Sciaccluga, resident in Sliema, under the name of F.C. Sciacaluga e Co. for the manufacture of soap at 225 Via San Giuseppe Hamrun.

³⁵ Frex Gbel di Ali born in Tunis was the working partner in the soap making firm entered into with Angelo Bonnici born in Zeitun and resident of Cospicua.

³⁶ Eligio Mangion from Valletta entered into a partnership with Canadian born Alfred H. Davison to form Davison & Co. to operate a photographic studio at 31 Strada San Giovanni, Valletta. A year after its constitution however, the partnership was dissolved and Davison renounced his rights to the partnership.

On the home front, the majority of partnerships were those between Valletta residents, followed by those originating from the port cities of Vittoriosa, Senglea, and Cospicua. Only from around the turn of the century is there a substantial geographical widening: partnerships involving traders from suburban and rural areas start to make their appearance. These included merchants from the smaller island of Gozo, but bar one or two exceptions, these were now resident in the urban areas of the larger island. The object of the partnership varied from money exchange³⁷ to banking and dealing in foreign securities³⁸ and ship chandlers³⁹ and other activities. Two Gozitans, both resident in Floriana, for example, opened a wine and spirit outlet at Floriana in 1899⁴⁰ and Annunziata widow of Paolo Portelli, born in Garbo (Gharb) and residing in Valletta carried on the business in wines and spirits with Giuseppe and Antonio Formosa both of Cospicua at 70 Strada Mercanti, Valletta under the name of ‘Formosa e Compagna.’⁴¹ Trade in lace, a major activity in Gozo, was the line in which the firm set up by the *benestante* Francesco Ascicak, born and residing in Garbo with Lorenzo Mallia of Valletta with a commercial outlet at 70 Strada Mercanti, Valletta⁴². The former contributed the capital necessary for the business and the latter was to contribute his *capacità e industria*.⁴³ That was also the object of the partnership established under the name of ‘P.P. Borg e Co.’ at 262 Strada Reale, Valletta between Lorenzo Said (born in Sannat, Gozo and residing in Floriana), Francesco Bonello (born in Qala, Gozo and also resident in Floriana) and the heirs and widow of Pietro Paolo Borg. Presumably, this was a continuation of a previously existing partnership which had come to an end with the death of one of the original partners.⁴⁴ However, the most common business concerns in which Gozitans were involved were those relating to foodstuffs or trade in general.⁴⁵ Other businesses in which these were involved included a shoemaker’s,⁴⁶ a perfumery⁴⁷

³⁷ As in the case of the partnership formed by Angelo Pace born in Nadur, Gozo and his son Giuseppe (born in Valletta) under the name of Angelo Pace e Co. (Not. Giovanni Calleja Schembri 16 Dec. 1871 and published in MGG 29 Dec. 1871 (MGG No. 2502).

³⁸ Anselmo Mercieca born in Rabato, Gozo and residing in Sliema entered into a partnership with Vincenzo Tabone and his mother Carmela widow of Felice, both resident in Valletta as continuation of the business originally operated by the later Felice Tabone at 35 Strada Mercanti, Valletta (published MGG 25 Sept. 1884; No. 3053).

³⁹ Samuel Grech born in Nadur and residing in Valletta formed a partnership with his son Michele, born in Calcara and residing in Valletta and with Salvatore Xuereb born in Valletta and residing in Sliema operating from 115 Strada Levante, Valletta by deed Not. Odoardo Pellegrini Petit of the 3 Nov. 1882 (published in MGG 11 Dec. 882, No. 2978). Salvatore Attard born in Kercem and also residing in Valletta entered into the partnership Carlo Attard and Brothers with Gaetano Ferreri as ship chandlers (MGG 6 Mar. 1903, No. 4563).

⁴⁰ “Giuseppe Portelli & Co.” operating from 56 Strada Sant’ Anna was set up by Giuseppe Portelli born in Nadur and Alfonso Cauchi born in Victoria (MGG 20 Jan. 1899, No. 4088).

⁴¹ MGG, 3 Apr. 1896, No. 309.

⁴² MGG 10 Apr. 1886, No. 3129.

⁴³ [his ability and labours]

⁴⁴ MGG 16 Jul. 1909, No. 5179.

⁴⁵ *cf* for example ‘Borg e Camilleri’ established by Salvatore Camilleri born in Nadur and residing in Valletta and Salvatore Borg of Floriana at the Marina outside Lascaris Gate in Valletta (MGG 20 Mar. 1893, No. 3584) and ‘Antonio Bajada & Sons’ established between Antonio (born Victoria residing Valletta) and his son Salvatore of Valletta and having two stalls at the Valletta market (MGG 20 Sept. 1894, No. 3682).

⁴⁶ P. Scicluna & Co. MGG 27 Sept. 1912.

and the trade in materials required for petards and explosives⁴⁸. Something different was undertaken by the son of a Gozitan Notary, Edoardo Mallia, living in Valletta, who set up the ‘Acropolis Smoking Divan’ in Valletta – a club where tobacco and similar goods were on sale⁴⁹.

The presence of Gozitan-born partners trading in association with Valletta-born ones raises the problem of possession of capital. Generally, the capital required in order to set up a commercial enterprise was of two types: financial capital, and (commercial) literacy. Late nineteenth-century entrepreneurs may have possessed the former but not necessarily (and actually, rarely) the latter. Hence arose the need for association in order to fill a gap which could potentially undermine a successful enterprise.

Middle-class exponents resident in rural areas, but not only, were often illiterate. However, the increasing intricacies of commerce required not only the ability to write one’s name but also the keeping of proper books and accounts. The law required all traders to keep ‘the daily transactions of his trade, his debts and the debts owing to him, his negotiations, acceptances and endorsements of negotiable papers, and generally all receipts and payments under any denomination whatsoever, and showing month by month, at least, the amount of his house-expenses.⁵⁰ Furthermore, the trader also had to keep a cashbook and all trading correspondence.⁵¹ It would be for this reason, for example, that Aloisio Falzon, an illiterate milliner, formed a partnership with the clerk, Federico Briffa under the firm ‘Frederick Briffa e Compagno.’ The latter’s role in the business was that of keeping the books of the partnership.⁵² A similar arrangement was made by Salvatore Bezzina, born in the Gozitan village of Xeuchia but resident in the port town of Cospicua, who formed a partnership with Ruggiero Eynaud, a clerk, for trading in *coloniali*⁵³ and operating from premises at 84 Strada Zecca in Valletta. Salvatore Bezzina bound himself to finance the company to the tune of £200 and Eynaud, on his part, was obliged to furnish his *industria ed attività* in the management of the partnership books and correspondence *e tutt’altro tendente al benessere della società medesima*.⁵⁴ Eynaud’s contribution must have been highly valued because, apart from providing the initial capital of the partnership, Bezzina bound himself to pay for all the expenses required for its set up. For his troubles, Eynaud would be entitled to half the net profits of the partnership. Fedele Grima another resident of Valletta was less generous with his partner in his proposed enterprise of general merchant in Cyprus. Grima formed the partnership under the name of ‘Fedele Grima e Co.’ together with clerk, Eugenio

⁴⁷ Attard & Mizzi MGG 26 Sept. 1902, No. 4523.

⁴⁸ Michele Galea di Daniele MGG 3 May 1901, No. 4352.

⁴⁹ MGG 21 Feb. 1887, No. 3182.

⁵⁰ Ordinance XIII of 1857, Art. 15.

⁵¹ *ibid.* Art. 16.

⁵² Deed Not. George Domenico Page 21 Mar. 1870.

⁵³ The term ‘*coloniali*’ is a generic term for produce originating from former colonies (e.g. coffee, cocoa, spices etc.) *Vide* meaning of term in *Vocabolario della Lingua Italiana compilato da Pietro Fanfani*, (Firenze 1898) and *Vocabolario della Lingua Italiana compilato da Nicola Zingarelli* (Greco Milanese, 1922). The term is now obsolete and not found in the recent Italian dictionaries. Trading in this produce was one of the more common objects of local commercial partnerships.

⁵⁴ And all that which is conducive to the success of the firm.

Mifsud. He bound himself to provide all the moneys required for the firm and Mifsud agreed to contribute by keeping proper books and accounts. However, Mifsud would be entitled to a third of net profits as against Grima's two thirds.⁵⁵

Apart from the possession of qualifications enabling the handling of commercial books and book keeping in general, one other factor that often combined town and country was tangible capital, not necessarily cash (even if it often was). The possession of a market stall in Valletta or the leasehold of a shop in one of the main streets of the capital often constituted a major asset that attracted partners. Antonio Griscti, for example, owned a shop at 17 Strada San Giovanni, Valletta. He entered into a partnership with another trader, Alessio Falzon, for the purpose of dealing in negotiable instruments and other financial transactions. In the memorandum of association he took care to insert a clause providing that, once the partnership was terminated, the shop would revert back to him.⁵⁶ Even if the shop (or store) was held on lease, the partner always tried to ensure that possession reverted to him on termination of the association. 'Galea e Muscat' a partnership established between *negoziante* Giuseppe Muscat and his son Giorgio of the one part and Antonio Galea and Giuseppe, his son, of the other, had for its object the trading in *coloniali*. The warehouse from where the business was going to be exercised was held on lease by the Muscats. Accordingly, the deed of partnership specifically provided for a renunciation *a priori* by Galea of any rights of leasehold. Even in the case of a father-son partnership, the father would reserve the right of reversion of the lease to himself on dissolution of the partnership.⁵⁷ In the case of the partnership between Salvatore Caruana, a businessman from Senglea, and the firm belonging to brothers Cachia from Valletta, it was the latter who possessed the capital; Caruana's contribution was his work in the partnership *in tutta onestà*.⁵⁸ Where cash or material was involved, the contributing partner generally arranged for its restitution – in cash or, more commonly in kind – either at the time of the dissolution of the partnership or through regular payments throughout its existence. Salvatore Ellul entered into the wholesale and retail business in wines and spirits with Antonio Mangion Cavarra. Since the former had already exercised trade in this branch, he brought into the new partnership credits, merchandise and cash totalling over £2300. It was agreed that on termination, Ellul would be entitled to reclaim the net amount initially contributed.⁵⁹

Sometimes, capital consisted of neither leaseholds nor cash. It could consist in the potential to draw customers. When a tradesman, Vincenzo Borg from Valletta set up a wine shop under the name of 'The Bridge House' at 312 Strada Reale in Valletta he

⁵⁵ Not. Odoardo Pellegrini Petit 2 Aug. 1878.

⁵⁶ Not. Giovanni Calleja Schembri 12 Jan. 1871.

⁵⁷ 'P.P. Caruana e Figlio' constituted by deed Not. Giuseppe Antonio Parodi 10 Mar. 1878. But in the case of the partnership constituted between Antonio Bajada and his son Salvatore which had for its object wholesale trade (const. Not. Francesco Schembri Zarb 10.9.1894), it was stipulated that the total contribution of the father, amounting to some £700 was to remain in the partnership and that at termination, anything found in the firm was to be divided equally notwithstanding Antonio's initial contribution. What the father retained for himself were the credits due to him prior to the formation of the partnership.

⁵⁸ 'Cachia e Caruana' constituted by deed Not. Gregorio Fiorini 6 Sept. 1882.

⁵⁹ 'Ellul e Mangion Cavarra' constituted by deed Not. Gregorio Fiorini 6 Dec. 1882. But see also the firm "Rosario Tabone" constituted by deed Not. Gio Battista Saydon 10 Oct. 1893.

bound himself to supply all fixtures, stock and material required. He chose as his partner an Englishman, Fredrick Gibson, who not only owned the leasehold of the premises but also had the potential of attracting fellow Englishmen.⁶⁰

The more common type of partnership, however, was a family arrangement. Through the formation of a partnership between himself and his sons, the merchant would ensure a smooth transition of the business. It also served as a means of inducting the son/s into a going concern, ensuring a good apprenticeship and loyalty in return for a sharing of the burden. Furthermore, apart from providing a solid commercial basis to one's offspring, it also enabled a parent to lay the basis for his retirement, through the assurance of a regular income and protection of capital. Thus, for example, Rosario Messina, an Italian resident in Valletta, and one of the leading businessmen on the island,⁶¹ inducted his sons, Giovanni and Francesco, into the business in 1870.⁶² Rosario was eventually to become President of the Chamber of Commerce from 1894 to 1911, and was also to receive the honorary title of 'Conte.'⁶³ Even lower down the commercial hierarchy, the system of introducing a son into the business was a common occurrence. Giuseppe Busuttill entered into business in cereals with his three sons under the name of 'Giuseppe Busuttill e Figli'.⁶⁴ In this case, the administration of the firm was entrusted to one of the sons, presumably the eldest, and in his absence to a second one. Father and children, separately, were authorised to bind the partnership in dealings with third parties. In the case of 'Carmelo Vella e Figlio' – also trading in cereals – the father too formed the partnership with his three sons. However, the administration of the firm was retained by the parent.⁶⁵ The partnership between Gio Maria Cassar and his son Giovanni, both from Valletta, was short-lived. GioMaria, a shoemaker, with two shops in Valletta – both in Strada Reale – stipulated that anything contained in these outlets should henceforth be common property. Giovanni's only obligation was that of paying £50 once only. Once the partnership was terminated (its term having been established at ten years), everything was to be equally divided. However, less than five months after the constitution of the partnership, it was dissolved. It would seem that the cause originated with the father since he bound himself to pay to his son the sum of £30, being the penalty stipulated in case of termination before the agreed term. This notwithstanding, Giovanni was kept on in the business as employee rather than partner. He was to work as a shoemaker, under the direction of the father without any limitation of time and was to receive two shillings for each working day. Giovanni would also receive an additional six pence for every pair of shoes sold on board ships, or for each (foot) measure taken there. The leasehold of the

⁶⁰ Partnership constituted by deed Not. Alfredo Carbone 26.4.1883.

⁶¹ Rosario Messina had, in 1848, been elected as one of the members representing foreign interests in the newly formed Chamber of Commerce (Vassallo, 1998), 48.

⁶² Private writing published MGG 30 Sept. 1870, No. 2458.

⁶³ Vassallo (1998).

⁶⁴ Not. Francesco Schembri Zarb 3 Jul. 1913.

⁶⁵ Not. Francesco Schembri Zarb 7 Aug. 1908. A similar example is that of 'Antonio Bajada & Son' where the father possessed two stalls at the Valletta market and entered into partnership with his son for wholesale and retail trade in general. Although the father put into the partnership all his assets (apart from credits due to him up to a certain date), he retained under his control the administration and the books of the partnership. At termination everything would be equally divided (Not. Francesco Schembri Zarb, 10 Sept. 1894).

shops and the goodwill, together with all tools of the trade remained the property of the father.⁶⁶

The close connection between these types of family partnerships and the nuclear family itself emerges from the provisions usually made by the senior partner in order to provide for his own old age or, more commonly, for the spouse. Fedele Grima, the Gozitan-born trader in Valletta, declared that there had existed a *de facto* partnership between himself and his three sons for the previous twelve years. He had done quite well as a wholesale trader; his store at the Marina contained over £3550 worth of goods. When he formalised the partnership by public deed, he declared that the materials in the store was common property. However, he enjoined his children,

*... a prestare a Fedele u Maria loro genitori, per tutto il corso della loro vita e per tanto sarà a durare la presente società, tutti gli alimenti ed altro necessario, e specialmente tutti quegli oggetti di vita dal detto magazzino o da tutti altri luoghi della stessa società.*⁶⁷

In March 1878 Pietro Paolo Caruana, another trader from Valletta, too declared that he had been in business with his son Vincenzo since the previous year. In this new deed, it was agreed that on the death of either partner the partnership would be terminated with the goods divided as to three fourths to the father and a fourth to the son. However, the father's estate would be entitled to the £1000 initially contributed. Furthermore, all liabilities had to be settled.⁶⁸

In a considerable number of cases, fathers simply 'added on' a son to their business without any restrictions whether the business belonged solely to the father⁶⁹ or, more rarely, where he was in partnership with others.⁷⁰ At other times, the father simply ceded

⁶⁶ Not. Odoardo Pellegrini Petit 9 Jan. 1897 (constitution) and 24 May 1897 (dissolution).

⁶⁷ Not. Odoardo Pellegrini Petit 20 Apr. 1894 [to provide to Fedele and Maria their parents, during their whole lifetime and for the duration of the partnership such goods, particularly those required for life, from the said warehouse or other places of the partnership].

⁶⁸ Not. Giuseppe Antonio Parodi 20 Mar. 1878.

⁶⁹ Vide for example Saverio Axisa and his son Giorgio, exercising the trade of shoemakers (MGG 1 Apr. 1886, No. 3128); 'Rosario Tabone' constituted between Rosario and his son Giuseppe for supply of provisions to warships (Not. Gio Battista Saydon 28 Aug. 1893); 'Antonio Bajada & Son' constituted between Antonio and his son Salvatore to operate Stalls, 114, 115 at Valletta Market (MGG 20 Sept. 1894, No. 3682); 'Rosario Denaro' between Rosario and Paolo Denaro for general trade and commission agents (MGG 2 May 1895, No. 4009). 'Vincenzo Vassallo e Figlio' trading in foodstuffs (MGG 2 Dec. 1912). 'Giuseppe Sacco e Figli' general traders, particularly ironware, paints and building materials (MGG 4 Jul. 1913). 'Giuseppe Busuttill e Figli,' business in grains (MGG 18 Jul. 1903, No. 5562). 'P. Bigeni & Sons,' general traders (MGG 22 Aug. 1913, No. 5568). 'Giorgio Azzopardi e Figlio' general traders particularly timber (MGG 3 Apr. 1911, No. 5605).

⁷⁰ Vide for example 'Samuel Grech & Co.' contracted between Salvatore Grech and his son Michele, and his son-in-law Salvatore Xuereb (Not. Odoardo Pellegrini Petit 12 Jul. 1889); 'Abela & Galea' contracted between Giovanni Abela and his son Paolo; and Luigi Vincenzo Galea to deal in marine goods and as commission agents (MGG 3 Apr. 1914, No. 5605).

his share in the partnership to a son preferring to let the son carry on the business on his own.⁷¹

One other common form of partnership was that between brothers, whether as heirs of their trading parent or as merchants in their own right. Out of the total number of partnerships studied for the period 1870 – 1914, fourteen per cent were partnerships between brothers or between brothers and third parties.⁷² In addition, there were other partnerships – and they were not few – where all siblings, masculine and female, formed part of the partnership. These will be dealt with below.

Despite the fact that the number of British and other foreign businessmen on the island had diminished by mid-century, there was still a substantial number of foreigners who traded in partnership with Maltese businessmen or on their own account in nineteenth-century Malta. Of course, there were also the children and grandchildren of foreigners who had made the Mediterranean island their home. The names Gollcher, Messina and Tagliaferro spring to mind because over one or two generations these had established themselves among the leading entrepreneurs on the island. This was facilitated by the absence of any restrictions on foreigners who engaged in trade or commerce in Malta. Of course, in the case of British-born merchants, these were, in reality, operating on ‘home’ ground.

Examples of non-British foreigners operating in Malta include the partnership between the Sicilian, Michel’ Angelo Urzi of whom Herbert Ganado (1906-1979), social commentator and politician, says that he had a restaurant at first floor level, that he befriended many Maltese such that he used to organise an outdoor event during the gaming season at his place in Dingli,⁷³ and another Sicilian from Syracuse, Pasquale Capodicasa, who formed the partnership by the name of ‘Urzi & Co.’ retailing ice, spirits, wine, pastries etc. from their shop at 52 Strada Reale, Valletta⁷⁴. Since at that time Urzi was still a confectioner at the *Caffè della Regina*, he bound himself to abandon this latter post in order to dedicate himself more fully to the new business. Three years later Urzi and Capodicasa reconstituted the partnership, this time under the style of ‘Michel’ Angelo Urzi e Compagnia’ and the former bound himself, once again, *di impiegare per la società la sua industria*.⁷⁵ Another such firm was that established between Paolo Jatrodachi and Seliano Emmanuele Bojazi, both from Candia, and the Turk from Constantinople, Basilio

⁷¹ Nicola Spiteri born in Zebbug and residing in Valletta ceded to his sons Vincenzo, Giovanni and Carmelo, the right to tenancy over shop at 148 Strada Stretta, Valletta, of cellar 147D of same street, of mezzanine 149 Strada Santa Lucia, Valletta as well as goodwill and firm of ‘Giuseppe Mallia’ – Not. Luigi Mercieca 6 Jul. 1908, published in MGG 30 Jul. 1909, No. 5181. Giorgio Camilleri retired from the business and ceded to his son Edoardo his share in the business ‘Giorgio Camilleri e Figlio’ manufacturer of cement tiles and seller of tiles, paints and colourings. (MGG 29 Apr. 1904, No. 4708).

⁷² For example ‘F.C. Cortis e Co.’ (Not. Giovanni Calleja Schembri 16 Dec. 1871 published MGG 24 Nov. 1871, No. 2500); ‘Camilleri & Co.’ (MGG 26 Jun. 1877, No. 2606); ‘Vincenzo di Angelo Bugeja’ (Not. Salvatore Galea Balzan 1 Mar. 1882, pub. MGG 14 Mar. 1882, No. 2943); ‘Fratelli Cuschieri & Co.’ (MGG 2 Nov. 1891, No. 3488); ‘Galea Brothers & Co.’ (MGG 7 Feb. 1902, No. 4440); ‘Spiteri Brothers’ (MGG 24 Sept. 1909, No. 5196); and ‘Seychell Brothers’ (MGG 25 Jul. 1913, No. 5563).

⁷³ H. Ganado, *Rajt Malta Tinbidel* Vol. I (Malta 1977), 21.

⁷⁴ Not. Teodoro Bonavita 6 Aug. 1878 (pub. MGG 5 May 1879, No. 2812).

⁷⁵ Not. Pietro Mifsud 28 Jun. 1881 (pub. MGG 5 Jul. 1881, No. 2912).

Michele Micropoulos, for the wholesale trade in wines and spirits from their outlet at 109 Strada Levante Valletta.⁷⁶ All three were resident in the capital. A partnership on a grander scale, and with limited liability, was that established to operate steam grain mills between English born George John Jackson, John Mandslay Jackon, Thomas Corlett and Henry Lord Jackson.⁷⁷ In 1904, however, the shares in the Company were purchased by Francesco Chapelle, Antonio Arrigo and Salvatore Schuereb (sic) who converted the company into one with unlimited liability (*en nom collectif*)⁷⁸ and operated from premises 79 – 90 Marsa, ‘outside Advanced Gate’ and 1 -19 Mill Street, Qormi. This partnership was subsequently to involve itself with other grain merchants to form ‘The Malta Steam Ship Navigation Company Limited’ with a share capital of £24,000.⁷⁹ This latter partnership acted also as importer of grain, owning the steamer, the ‘Iperia’, which could carry 25,000 quarters of wheat.⁸⁰

Another ambitious project undertaken by English-born individuals (in partnership with the Maltese-born Pietro Spiteri) was ‘F. S. Houswin and Co.’ established at Lia in 1908⁸¹ between Frank S. Houswin and Wiliam Gladstone Ross. The partnership was established with the intention of operating a canning works factory. It imported tomatoes from Italy⁸² and employed a good number of women, after having increased the size of its premises.⁸³ In 1913, when the business had moved to Marsa, it was proposed to convert the partnership into a limited liability company and ‘[C]apitalists of Malta, great and small, are invited to become shareholders.’ The proposal met with the approval and encouragement of *The Daily Malta Chronicle* which, in its issue of the 27 October 1913, said that this industry ‘may be developed and grow to be a business of the first importance in Malta.’

Smaller business concerns involving non-Maltese include those in the tobacco and wine trade,⁸⁴ mineral waters,⁸⁵ bread,⁸⁶ men’s clothes and smoking material,⁸⁷ barbers and hairdressers,⁸⁸ or general trade.⁸⁹

⁷⁶ MGG 10 Dec. 1887, No. 3226.

⁷⁷ MGG 11 Jun. 1888, No. 3257.

⁷⁸ Not. Francesco Schembri Zarb 31 Aug. 1904.

⁷⁹ Not. Luigi Gauci 20 Mar. 1911 (pub. MGG 7 Apr. 1911, No. 5372). The other shareholders were John Lewis Francia on behalf of ‘Giuseppe Buttigieg e Figli;’ Luigi Farrugia for ‘Luigi e Paolo Fratelli Farrugia;’ Francesco Xuereb for ‘Fratelli Xuereb’ and Antonio Cassar Torregiani for ‘A. and P. fratelli Cassar & Co.’ The company was constituted for a period of 5 years.

⁸⁰ Deposition of The Hon. Lieutenant-Colonel Nicola Grech-Biancardi, C.V.O., C.M.G., before the Royal Commission on the Finances, Economic Position, and Judicial Procedure of Malta, 1912 (London, 1912) – henceforth Mowatt Commission. Evidence tendered on the 17 Nov. 1911 (paras. 3082 – 3092); 85-86.

⁸¹ MGG 24 Apr. 1908, No. 5073.

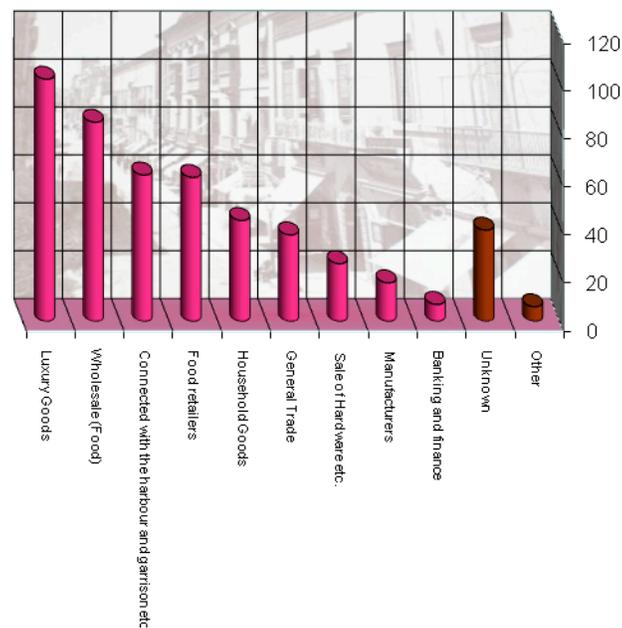
⁸² Evidence given by Mr. Alexander Menzies Macfarlane, M.R.C.V.S., F.E.V.M.A., Government Veterinary Surgeon and Superintendent of the Slaughter-Houses to the Mowatt Commission on 30 Nov. 1911 (London, 1912), para. 7396; 201.

⁸³ Evidence given by Mr. Icilio Raff Bianchi on 1 Dec. 1911 in *ibid.* para. 7830-1; 211.

⁸⁴ ‘Zicalchi e Zonda’ between a Cretan and a Greek operating from 252 Strada Reale, Valletta, with store at 4 Fuori la Mina, Valletta (MGG 10 Oct. 1889, No. 3354) and ‘G.A. Giovanazzi & Co.’ established between Austrian born Giovanazzi and Vittorio Benedino born in Turin and residing in Hamrun (MGG 1 Apr. 1897).

What areas did late nineteenth-century Maltese partnerships invest in? To answer this question, it is necessary to divide the reviewed partnerships into the main branches of trade and commerce. The chart below groups the partnerships examined under general headings.

PARTNERSHIP BY BRANCH OF BUSINESS



⁸⁵ ‘Calverly & Co.’ established between Jacob Souaya (born in Lattachia, Turkey and residing in Valletta) and Yorkshire born Hirst Calverly and operating from 32 Strada San Publio, Floriana (MGG 1 Jun. 1895).

⁸⁶ ‘Paolo Razzini et Ci.’ Between Italian born nationals (all residing in Hamrun). (MGG 23 Jun. 1905).

⁸⁷ ‘Amaraglio e Maimon’ between Maslah Amaraglio from Salonica, Greece and Nissini Maimon, born in Constantinople, but both residing in Valletta (MGG 9 Jul. 1909).

⁸⁸ ‘S. Fontana & Merola’ operating from 40, 42 Strada Reale, Valletta which was dissolved in 914 and had been formed by two Sicilians (cf. MGG 3 Jul. 1914).

⁸⁹ ‘Fratelli Condachi e Co.’ between Greek nationals resident in Valletta (MGG 10 Apr. 1911) and ‘Eugen Narr & Co.’ established between the German Eugen Narr and Abramo Curiel (born in ‘Tripoli di Barberia’ (MGG 2 Nov. 1895).

This division reflects to a large extent the more general distribution of commercial and trading enterprises in late nineteenth century Malta. It will be seen that the more common objects for which partnerships were established were those which either derived profits from the colonial predicament of the island, or alternately from the basic necessities (food, of which the most popular item was grain) of the local population. It was these two lines of business that were foundational of the wealth of most of Malta's commercial class of the period. Thus, a number of those merchants who engaged in these sectors could at some time look towards other, perhaps more respectable lines of business. The transition from grain to banking may have been the preserve of the few, but that from the foodstuffs to importer (and eventually to the real estate market) was much more common, and laid the basis for the consolidation of a bourgeois status of Malta's commercial class.

Far from negligible was also the capitalisation of a substantial number of these partnerships. Of course, however, not all partnerships can be placed on the same level. There did exist a hierarchy of both partnerships and partners, and the level of both capital and profits varied accordingly. Some branches of commerce were more profitable than others but one rule traversed commerce: profits and growth were generally inward-looking. Among the more successful enterprises were those engaged in entrepôt trade, ship chandlers and large wholesalers grain importers. Many of these had been engaged in business well before the period studied here. They were, by the last third of the nineteenth century, the leading merchants and entrepreneurs of the island and, as has been said elsewhere, had utilised profits to undertake new ventures like banking.

II.

As has been seen, merchants often resorted to partnerships. However, they rarely availed themselves of the possibility of limiting their liabilities (and consequently their risk), and having the possibility of transferring their holding through the formation of limited liability companies (or joint stock companies).

Maltese law specifically provided for this type of partnership. Ordinance XIII of 1857 defined the 'anonymous' partnership (i.e. the limited liability company) as 'an association formed by means of a capital divided into a certain number of shares, and not indicated by the name of any one of the partners.'⁹⁰

There was no limitation as to the monetary value of the shares, and 'partners were not liable further than for the amount of their shares in the partnership.'⁹¹ Furthermore, there was no limitation as to the number of shareholders that could form part of this type of partnership. In theory this type of partnership should have provided an ideal vehicle for local traders to embark upon commercial associations: the limitation of liability, the possibility of transferability, and the measure of anonymity should have guaranteed its success. This notwithstanding, joint stock or limited liability companies were not popular. Thus, for example, when a group of leading businessmen that included John Lewis

⁹⁰ Art. 60 Ordinance XIII of 1857.

⁹¹ *ibid.* Art. 64.

Francia⁹² acquired the totality of shares in the corn-grinding company, ‘Steam Flour Mills’ from George John Jackson and his partners, in 1888, they converted the partnership into one with unlimited liability.⁹³ The Maltese businessmen went on to invest more heavily in the partnership and modernized its equipment through the purchase of ‘a powerful roller plant of machinery by W. R. Dell and Son of London.’⁹⁴

When the laws governing limited liability companies were being overhauled in the United Kingdom, during the 1850s, there was a widespread debate that went beyond the purely financial and economic considerations.⁹⁵ One such was that this type of partnership separated management from ownership. Here, as Adam Smith had said, ‘negligence and profusion ... must always prevail, more or less, in the management of the affairs of the joint stock company.’⁹⁶ The other factor underlying the debate was social. Liberals and social reformers like John Stuart Mill saw this mechanism as a means of democratization of commerce: the working class could participate in commercial ventures without the excessive risk which characterised unlimited liability and speculation. Among other considerations, it was felt that limited liability ‘could be used to encourage investment for an urban infrastructure.’ Under the guidance of the middle classes, the working class could invest its savings. This in turn could lead to schemes of social improvements. However, the debate remained on the theoretical level and even an 1849 report ‘was rather vague on whether or not working men could benefit from limited liability as shareholders or as producers.’ By the time a new report was prepared (1851), ‘the working classes were conspicuous by their absence from the inquiry both as the subjects and objects of reform.’ When the 1852 law was enacted the whole social background was ignored, and the law itself went back to previous notions of capital and labour. Further, when the Limited Liability Act of 1855 was enacted, this excluded the possibility for most working men to participate in them by fixing the minimum value of shares at £10.

⁹² John Lewis Francia (1864-1934) was one of the leading local businessmen. He was involved in both the grain industry (as an importer and wholesaler of wheat) and in banking. Cf. Michael J. Schiavone, *Dictionary of Maltese Biographies*, Volume 1 (Malta, 2009), 829-830.

⁹³ MGG 11 Jun. 1888.

⁹⁴ A. Macmillan (compiler and editor), *Malta and Gibraltar Illustrated* (London, 1915), Facsimile Edition, (Malta, 1985), 324.

⁹⁵ This part is based upon Donna Loftus’ ‘Capital and Community: Limited liability and Attempts to Democratize the Market in mid-Nineteenth Century England’ in *Victorian Studies*, Vol. 45 (1) (Autumn 2002), 93-120. All quotations, unless otherwise stated, are from the same. But cf also James Taylor, ‘Company Fraud in Victorian Britain: The Royal British Bank Scandal of 1856’ in *English Historical Review*; Vol. CXXII, No. 497 (June 2007), 700-724 which discusses limited and unlimited liability with regard to banks. For a historical account of the rise of joint-stock companies and the cultural environment of their rise cf. J. Taylor, *Creating Capitalism. Joint-Stock Enterprise in British Politics and Culture, 1800 – 1870* (Woodbridge, Suffolk, 2006).

⁹⁶ Adam Smith, *An Inquiry into the Nature and Causes of the Wealth of Nations* (1776) Vol. 2 (available at <http://www.econlib.org/LIBRARY/Smith.smWN.html>).

The debate cropped up again in the 1860s. By then, the prevalent sentiment among social reformers was that limited liability was ‘a mechanism for reforming society through the sharing of capital.’ However, the notion that capital and labour were to a large extent mutually incompatible, i.e. that capital required an expertise which workingmen did not have, eventually won the day. As Donna Loftus observes ‘financial legislation that had the potential to transform the social fabric represented a retrenching of capital’s financial and political power.’

One such partnership existing in Malta was the *Società Pontoni e Lancie*, a joint stock company originally constituted by thirteen traders all of whom (bar one) resided in the port area.⁹⁷ The partners did not have equal shareholding, but each contributed according to the number and value of pontoons owned. Out of the total share capital of £14,815 – a substantial figure at the time – the highest contributor was the firm *Paolo e Vittorio fratelli Agius* with £3,450 and the lowest was one Giuseppe Aquilina with £249. The object of the partnership was not the democratization of commerce. Rather, its declared aims went in an opposite direction. The partnership obliged all shareholders to confer into the partnership (in enjoyment) all pontoons belonging to them with all accessories, including boats, ropes, chains and, for some of the partners, that material which they had lying in their warehouses.⁹⁸ Furthermore, it was stipulated that all those partners who, on the day of the deed, had pontoons hired to merchants and traders, were to transfer their rights in favour of the partnership. Even the payments due after date of constitution were reserved to the partnership.⁹⁹ The monopolistic ambitions of the partnership were reinforced by stipulations limiting the transferability of shares¹⁰⁰ and the prohibition on the partners to rent pontoons from third parties.¹⁰¹

This business venture proved to be, arguably, a unique example of ‘democratization’ of commerce in Malta. Over time, with the death of the original partners or the transfer of part or whole shares, its shareholding widened considerably. Between February 1877 and January 1883, ninety transfers (excluding transmissions by succession) are recorded. In 1909, when the company was renewed (at which time the firm was named *Società Riunite di Pontoni e Lancie*),¹⁰² there were two hundred ninety six shareholders in the company. These ranged from minors (who had inherited shares from a deceased parent), to other firms and organisations including the *Società di San Giuseppe della Cospicua*. Most of the shareholders (34.14%) came from the Cottonera and Valletta (22%). However, by the latter year, shareholding had widened not only numerically but also geographically. Thus there were shareholders from Sliema (6.55%); Casal Curmi (3.79%), Birchircara (3 shareholders) and also Gozo (2 shareholders).

⁹⁷ Deed, Not. Giuseppe Antonio Parodi 18 Jan. 1877.

⁹⁸ *ibid.* para. 1.

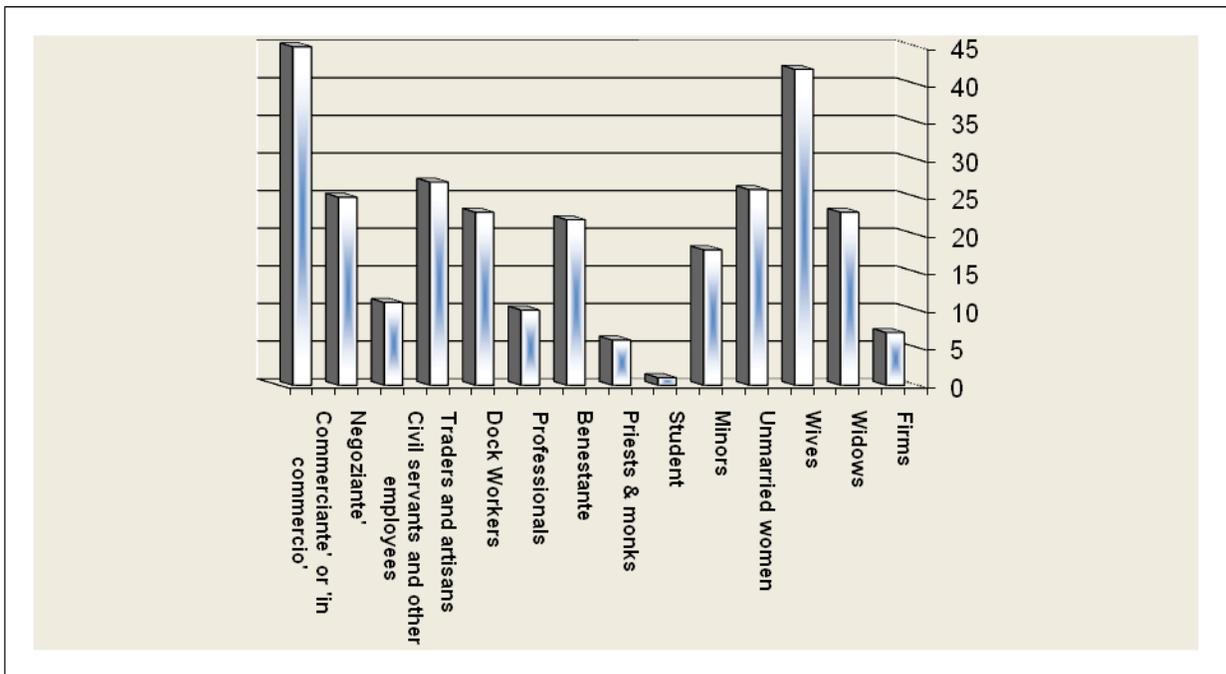
⁹⁹ *ibid.* para. 2.

¹⁰⁰ *ibid.* para. 21.

¹⁰¹ *ibid.* para. 23.

¹⁰² MGG 9 Nov. 1911.

Società Pontoni e Lancie, Breakdown of Shareholders (1909)



Even the professions of the shareholders had undergone a substantial metamorphosis. Although the majority remained traders and merchants, the shareholding had become much more varied. The graph above illustrates the subdivision of this shareholding in 1909.

It will be observed that now the shareholding had not only widened to include civil servants, priests, monks and persons of independent means but had also witnessed a gender extension in that now women owned over 40% of the firm.

If the debate about limited liability companies in England, referred to above, left the Maltese islands untouched, and if this commercial tool was not one favoured by the local business community, and if, furthermore, the intention of the original shareholders was far from being the 'democratisation' of commerce; yet events – and time – showed that a successful commercial activity could unify merchant capital with lower class labour.

This is one single instance, and it would be dangerous to draw general conclusions from it. However, what the example does illustrate is the relatively fast diffusion of the shareholding both in spatial as well as in social terms. This shows that, transmissions following death apart, there was a demand by diverse sections of the population for rewarding investments. Whether this implied that there was the availability of cash for investment or not, cannot of course, be asserted with any degree of confidence.

III.

Maltese law, like the Italian, made no distinction between men and women in its definition of trader: ‘All persons habitually occupying themselves in the exercise of acts of trade as a profession are traders’ said the local law,¹⁰³ and ‘acts of trade’ covered a wide variety of activities ranging from dealing in goods for re-sale to banking operations.¹⁰⁴ However, gender differences did emerge both from the substantive provisions of the law, particularly from the civil law, as well as from actual practice. To trade, a married woman needed the consent of her husband. This could be tacit or formal; and where the husband was a minor or unable to give his consent, or where husband and wife were legally separated, the wife needed the authorisation of the Court.¹⁰⁵ Contrary to the situation obtaining in England, however, once the woman obtained permission to trade, then her acts had the effect of binding the husband in so far as common property was concerned.¹⁰⁶ In practice, and despite the possibility of a husband granting a blanket authorisation to his wife, most husbands accompanied their wives in front of notaries and formally consented to the specific trading activity being exercised by their spouse. Civil Law provided that no woman could dispose of, or acquire, property without the consent of the husband.¹⁰⁷ Such consent, once given could also be revoked and where the agreement stipulated that this be irrevocable, this latter part would be considered null, ‘though it be inserted in the nuptial contract.’¹⁰⁸

Notwithstanding such strictures, the presence of women in commercial partnerships was fairly common. This falls under two broad categories, namely, (i) a woman, the widow, just ‘happened’ to enter into the partnership following the death of her husband; or (ii) the woman, usually unmarried, but not necessarily so, formed a partnership either with another woman or with men who could be members of the family or strangers. In the former case, and where the couple had children, it was not only the widow but also the children, whether under age or otherwise, who became partners in the business (unless the partnership contract had stipulated dissolution in case of death of one of the partners, in which case liquidation took place).

Where a trading husband died, the widow as partner needed to protect her own and her children’s rights. Often the responsibility of carrying on the business had to be assumed also for the minor children.

In the second case, the woman entered into business voluntarily, whether with other members of her family or with third parties. The existence of a substantial number of partnerships where the widow (and minor children) continued the business after the

¹⁰³ Art. 2 Ordinance XIII of 1857.

¹⁰⁴ *ibid.* Art. 3.

¹⁰⁵ *ibid.* Art. 9.

¹⁰⁶ *Ibid.* Art. 10. This notwithstanding, a married woman could not, for example, transfer her immovable property.

¹⁰⁷ Art. 8, Ordinance I of 1873.

¹⁰⁸ *ibid.* Art. 10.

death of the principal income-earner attests to a determination and an ability to survive. This was no doubt strengthened by the previous experience of the wives who assisted husbands in the commercial activities – indications being that this went beyond the mere provision of a helping hand in a shop. The business would not, therefore, be completely alien to the widow. Whether the female presence in commercial partnerships was due to the first or the second reason, it is the case that many of them survived beyond the period under review and this reveals the adaptability of the female sex in coping with the novel circumstances forced upon them.

In 1870, when trader Gio Francesco Busuttil of Valletta died, he was survived by his wife Carmela (whose father had been the renowned doctor, Luigi Gravagna) and at least three daughters of whom one may possibly have been a minor. None of these was married and it does not appear that Gio Francesco had any sons. The trading activities, however, did not cease with the death of the father. The widow and the two elder daughters, *avendo stimato proprio a fare operazioni commerciali come faceva il summenzionato negoziante*,¹⁰⁹ entered into a general partnership between themselves. Two years later, mother and daughters were looking towards an expansion of the business.

*... avendo in oggi per il migliore andamento degli affari, e nella speranza di maggiori profitti, deliberato di estendere le loro operazioni commerciali, hanno a tal scopo creduto proprio di sciogliere la su indicata società ... e di contrarre una nuova.*¹¹⁰

In the new partnership, Giulia, presumably the elder daughter, was appointed administrator. Three years later, the third daughter, Maria, was also admitted as partner.¹¹¹ This is one example of an all-female partnership and is exceptional not only for the absence of men but also because the females retained the powers of administration of the partnership.

In the normal course of events, the post of manager or administrator would be assumed by the male member and, in default by a male third party, usually, but not necessarily, a relative. However, there do exist instances where the control, sometimes covert, of the woman in the partnership emerges quite clearly from the terms of the deed.

Vincenza Testa's husband was a tailor but it was the wife who entered into partnership with two other tailors, Angelo Vella and Francesco Zarb, to operate two shops in Strada Reale¹¹². The partnership was established for a period of three years and six months and the management of the firm was entrusted to Angelo Vella. It was specifically stated that *le operazioni che verranno da detta Vincenza Testa fatte riferibili*

¹⁰⁹ [Having judged it opportune to continue the same business operations which had been performed by the already mentioned Gio Francesco Busuttil].

¹¹⁰ Deed Not. Giovanni Calleja Schembri 23 Sept. 1872 [and having, for the better prospects of the business and in the hope of greater profits, agreed to extend the commercial operations, see fit to dissolve the old partnership and to form a new one].

¹¹¹ Not. Giovanni Calleja Schembri 31 Dec. 1874.

¹¹² Not. Giuseppe Pellegrini Petit 30 Oct. 1872, pub. MGG 17 Jan. 1873, No. 2543.

*alla presente società sia separatamente dal marito, o per di lei dallo stesso marito, s'intenderanno sempre e si avranno da lei fatte.*¹¹³ Such a condition reveals the independence of the wife whose business activities are to be considered separately from those of the husband. At the same time, it is indicative of the legal rights the husband had over the affairs of his spouse since that condition explicitly gives the right to the wife to perform commercial activity but implicitly acknowledges the right of husband to perform them on her behalf. It needs to be appreciated that a wife could contribute substantially to a business enterprise through her work and yet the husband could at any time dispose of his wife's share without even informing her.

In another instance,¹¹⁴ the wife, duly authorised by her husband, contributed £100 to the partnership which was to be managed solely by the male partner. The funds were to be paid from the proceeds of the sale of immovable property being made by the husband, and on account of the dotal assets and the *dotarium* promised to her at the time of marriage. It is, however, very difficult to ascertain how and to what extent wives contributed financially to the setting up of a business enterprise. If one can refer to the example above, it is because the financial contribution was in the process of being made rather than already available for investment.

The case of Giulia Busuttill – mentioned above – where a woman assumed the administration and management of the firm, although being a rare occurrence, is not unique. In another instance, a partnership was formed between Ludgarda wife of Francesco Mattocks (as authorized by him) and Francesco Bajada in order to operate a hotel in Rabat, Malta.¹¹⁵ Managers and directors of the firm were to be both partners. A different, perhaps extreme, case would be that of the partnership contracted between Giuseppe Formosa and Emanuele and Clotilde spouses Scicluna for the sale of articles of millinery. First of all, it was unusual for husband and wife to appear jointly on the deed of constitution of the partnership (or any other deed, for that matter, unless the wife had a specific contribution to make). Hence, it can safely be assumed either that it was Clotilde's ability as a milliner that constituted the main asset of the firm or that the financial contribution originated from her. This notwithstanding, it was Formosa who was appointed manager and it was stipulated that, 'he shall not perform any important act of administration nor assume any liability in the name of the partnership without having previously consulted *the other partner* on pain of dissolution of the partnership, besides the right of the latter to claim likewise damages'.¹¹⁶ It was therefore to the other male partner that reference had to be made. This is confirmed by an additional clause in the contract formally justifying the presence of the wife in the partnership: she was a partner, the deed specified, 'provided however, that she is to be under the control of her said husband, which control is to be acknowledged by the other appearer Giuseppe Formosa,

¹¹³ [transactions, binding the partnership, entered into by the said Vincenza Testa, whether without her husband, or by her husband in her name, shall be deemed to have been performed by her].

¹¹⁴ 'Grech e Compagna' MGG 10 Dec. 1897, No. 3962.

¹¹⁵ Frank Bajada & Co. constituted by deed Not. Francesco Catania of the 28 Sept. 1901.

¹¹⁶ Italics added.

provided that such control shall tend to further the interests of the present partnership ...¹¹⁷

In the case of the fishmonger firm ‘Alberto Borg’ the original owner, whose name the partnership bore, specifically bequeathed the business to his daughter Carmela Zahra and to his brother Francesco Borg. The two of them continued the deceased’s business with the uncle as manager¹¹⁸.

The goldsmiths’ firm ‘D e C Tanti’ with shop at 203 Strada Reale, Valletta was formed in 1908 by Domenico Tanti and his two unmarried sisters Carmela and Caterina.¹¹⁹ In this case, however, management was entrusted to all three of them, with each having the power to act individually. However, when Attilio Sammut and Carmela widow of Lorenzo Borg entered into an import/export partnership,¹²⁰ it was the male who became manager, even if Borg retained the right to approve all acts of extraordinary administration. When, however, Maria Ellul, unmarried, and Maria Carmela wife of Ramiro Ellul, who were not daughter and mother, formed an import/export partnership which was also to manufacture soap, it was Ramiro Ellul, the husband who was appointed manager.¹²¹

The other instances of partnerships involving females are those where the widow, either in her own name or (also) on behalf of her minor children, or with older siblings, inherited a share in a business or converted the husband’s business into a partnership. In the former case, third parties were usually involved but in the latter the business remained a family concern, although there are cases where a third party was chosen to form part of the firm or employed as manager.

Giuseppe and Francesco Saverio Caruana had been engaged in business with partner Emmanuele Portanier. Although not in a formal partnership they had traded together in vegetables and foodstuffs. When Francesco Saverio died, the surviving partners and the widow, first formalised the tacit partnership between them and then agreed for the widow to transfer her share to the remaining two male partners.¹²²

The firm of Pasquale Apap e Figli¹²³ seems to be one of those rare exceptions of partnership formed by the widower and his children. The father, Michele Apap in his own name and for his minor children as well as the elder three children, contracted the partnership to trade in cereals and other goods, as well as loans of money and ‘other operations considered to be advantageous to the partnership.’ Again, when Gio Battista Felice of Valletta contracted a partnership with his children Smeraldo, Alfredo and Emilia a spinster, for the sale of lace, coral, gold and silver, all partners bound themselves to work assiduously so that the business could succeed. It was however stipulated that the

¹¹⁷ ‘Formosa e Scicluna’ constituted by deed in the records of Not. Luigi Gauci dated 1 Oct. 1903.

¹¹⁸ Constituted by deed Not. Giuseppe F. Bencini dated 19 Jun. 1905.

¹¹⁹ Not. Salvatore Cremona 25 Feb. 1908.

¹²⁰ ‘Attilio E. Sammut & Co.’ const. Not. Francesco Giorgio Schembri 21 Jul. 1914.

¹²¹ Not. Gio Chapelle 12 Oct. 1908.

¹²² Not. Gregorio Fiorini 27 Jan. 1875.

¹²³ Not. Emmanuele Lauron 7 Aug. 1876 and 22 Sept. 1876.

daughter Emilia need not remain in the shop all the time, as her brothers and father bound themselves to do.¹²⁴ On the other hand, when Paolo Hyzler and his unmarried sister Maria contracted to continue their father's business at 46 Strada Reale, Valletta,¹²⁵ Paolo reserved the right to decide upon the liquidation of the partnership 'once Maria gets married.'

At times, the widow could have problems with her late husband's partners. These could only be resolved through the liquidation of the partnership. A case in point is the firm 'Saverio Demarco e Figli,'¹²⁶ constituted between two brothers. When one of them, Gaetano, died on the 10th January 1870 the business continued between the surviving brother (Amabile) and the widow and minor children of the deceased. However, at a certain point, Amabile informed the widow that his health did not permit him to continue as manager. However, he added, he would make every effort to continue administering the partnership should he be entitled to take two thirds of the profits. In the circumstances, Maria preferred to dissolve the partnership and to have it reconstituted between the children and third parties with a provision that Maria's liability would be limited to 30,000 scudi, the liability of the others being unlimited.

Sometimes, the death of the husband could cause problems with the running of the firm. When P. P. Borg died he left behind him a widow, and four children. Initially, these continued to trade in lace and jewellery, possibly with the former partners of the deceased. Despite the fact that the business operated from the prime location of Strada Reale, Valletta, it does not appear that it was profitable. Accordingly, Caterina, the widow, and her children sold the business to third parties.¹²⁷

These examples reveal a considerable presence of women in partnership associations. As a general rule, widowed mothers managed to protect the business of the husbands either through continuation of the business or through conversion into cash. This occurred notwithstanding the subordinate legal position of women up to, and beyond the nineteenth century throughout Europe (and in Malta until recently).¹²⁸ This is what Italian feminist historian Annarita Buttofuoco calls a 'disequilibrium of status' i.e. 'a discontinuity between their growing contribution to society ... and the persistent

¹²⁴ 'Brothers Felice' const. Not. Teodoro Bonavia 29 Aug. 1878.

¹²⁵ Not. Giuseppe Pellegrini Petit 2 Feb. 1883.

¹²⁶ Constituted by deed Not. Teodoro Bonavia dated 10.1.1870. Vide also Not. Emmanuele Lauron 12 Mar. 1883.

¹²⁷ Not. Francesco Schembri Zarb 17 May 1903.

¹²⁸ Recent historiography on the role of women in commerce, and indeed within the more general ambit of work, is not uniform in accepting that the secondary role of women was due only to the rise of capitalism between the 16th and 19th centuries. It is, for example argued that "[c]apitalism might have increased the gender gap but patriarchy created and sustained it." [M. Wiesner-Hanks, 'A Response to Women and Business in Eighteenth- and Nineteenth Century Northwestern Europe, in *Histoire Sociale/Social History*; Vol. 34, No 68, (Nov. 2001, 371-375]. cf. also J. Thomas, 'Women and Capitalism: Oppression or Emancipation A Review Article' in *Comparative Studies in Society and History*, Vol. 30, No. 3 (Jun., 1988), 534-549; P. Sharpe, 'Gender in the Economy: Female Merchants and the Family Businesses in the British Isles, 1600-1850'; *Histoire Sociale/Social History*, Vol. 34, No. 68 (Nov. 2001), 283-306.

devaluation of their new social and personal identities.’¹²⁹ As Maura Palazzi observes, women merchants,

[o]n the one hand possessed unusual legacy autonomy to pursue their profession. On the other, if they were married, they could only become the official proprietors of their own businesses with the permission of their husbands.¹³⁰

One other important consideration concerning women in business is linked to that division between the public and the private sphere which has often been presented as one of the characteristics of the late nineteenth-century middle classes. Notwithstanding continued ownership within the family following the death of the male merchant, the retention of a managerial position by women was rare. Furthermore, the visibility of the widow depended also upon her (her former husband’s and her family’s) collocation within the hierarchy of a heterogeneous middle class. When Count Alfredo Giacomo Tagliaferro died, his wife Olga managed the bank. However, Olga Tagliaferro disposed of the management as soon as her son attained the age of majority. She admitted him into the partnership and he was immediately appointed manager.¹³¹ Lower down the middle-class hierarchy, the presence of women in the management of partnerships and commercial operations in general was sometimes tolerated, but often not.

Master tailor Paolo Griscti entered into partnership with Carmela widow of Carmelo Mifsud for a period of four years with a view to operating a tailoring establishment catering also for soldiers (i.e. selling uniforms). The management of the firm was entrusted to both the partners.¹³² This notwithstanding, the right was given to Carmela to substitute herself with another person acceptable to the male partner. Indeed, on the deed constituting the partnership, Carmela appointed the parish priest of Zurrigo and Legal Procurator Eugenio Vella as her agents. Griscti, for his part, bound himself to give daily accounts to Mifsud or her agents. Eight years later,¹³³ the partnership was renewed for a further period of four years and Walter Camilleri, a third party, was appointed manager. For his part, Griscti now bound himself to deliver to Camilleri, daily, any money collected by him. A similar case occurred in the case of the partnership operating the renowned establishment ‘Caffè de la Reine’ in Piza Tesoreria, Valletta. When Elena Cutajar was widowed, the partnership formerly existing between her Neapolitan husband Benedetto and Pasquale Fenech Calleja was renewed. Elena represented her minor son Carlo and was accompanied by her elder son, Pasquale Benedetto, and the partnership was constituted for the period of six years. It was Pasquale Benedetto who became administrator of the firm, with management being left in the hands of the two senior partners. Once again, the female reserved the right to appoint an agent who could be one of her sons or a third party acceptable to the other partner. In any

¹²⁹ A. Buttafuoco quoted in M. Palazzi, ‘Economic autonomy and male authority: female merchants in modern Italy’ in *Journal of Italian Studies*, 7(1) (2002), 17.

¹³⁰ *ibid.* 18.

¹³¹ Private writing. Extract published in MGG 26 Dec. 1913.

¹³² ‘Rotherham’ const. Not. Gustavo Sciortino 28 Jun. 1900.

¹³³ Not. Luigi Gauci 27 May 1907.

case, it was agreed that ‘no expense and no order shall be taken as made on account of the firm unless ordered or signed or otherwise given by the managers jointly; [and] no person shall be employed in or be dismissed from the partnership without the consent of both managers.’ In the case of the firm by the name of ‘Pierina Baldo & Co’¹³⁴ trading in fashion goods and as ladies’ dressmaker, it is obvious that the person who had the know-how to operate the business was Pierina, a public trader, wife of Domenico Sambo (‘absent from these islands’) daughter of Domenico Baldo who owned one half of the business, with the other half pertaining to her two male partners. The management of the tailoring department and the sale of articles was entrusted to her but it was the two male partners who, jointly, were empowered to bind the partnership. Furthermore, Pierina was bound to give to her other partners ‘such information and explanation as they may require from her.’ The male partners also reserved the right to ask for the dissolution in December of each year, ‘should both or any of them think that the business is not remunerative, and the said Pierina Sambo Baldo shall have no right to object thereto on any ground whatsoever.’

At the lower end of the social hierarchy, then, women had no qualms to trade, and to be seen to trade. The divide between public and private disappears: the street becomes an extension of the home. Thus, for example, Grazia widow of Salvatore Agius, who was contracting her second marriage with a fellow petty trader in 1894, declared that she was bringing into the marriage a dowry of £14.5s.8d. She further declared that she was retaining the sum of £30 as extra dotal *per rizzare un piccolo negozio di merciaio oltri il solito che é uso di fare negozio da merciaio girofago ed ambulante*.¹³⁵

One final aspect relating to female involvement in commercial partnerships is that concerning non-Maltese ladies who operated such enterprises in Malta. Admittedly, these were not many, even if commercial partnerships involving non-Maltese were numerous enough. Perhaps the most renowned case is that of the confectioner ‘F. Blackley.’ The business had been started by Frederic Blackley and on his death passed on to his only daughter Miss Laura Emma Blackley. By 1893,¹³⁶ she had formed a partnership with another Englishman, Edwin Herbert Morris, and in that year the partnership was renewed. It was further agreed that they would continue in business together for a further period of seven years. Each of the partners could separately act for the firm and, similarly each of them ‘shall give his [sic] best assistance, diligence and exertion in conducting and improving the said business ...’. Some years later Miss Blackley returned to England from where she ceded her share to Edwin Herbert Morris¹³⁷ who henceforth operated and expanded the business, retaining the original name.

Emma Blackley was not the only female foreigner to engage in partnership in Malta. Turkish-born Elena wife of Basilio Giovanni Giorgidis owned and furnished her shop at 78 Strada Forni in Valletta. This was to be operated for the sale of wines, spirits

¹³⁴ Const. Not. Francesco Schembri Zarb and pub. MGG 12 Nov. 1909, No. 5211.

¹³⁵ Not. Cristoforo Frendo 12 Apr. 1894 (to set up a small business as wandering trader in addition to the usual business).

¹³⁶ Not. Alfredo Carbone 8 Jul. 1893.

¹³⁷ Not. Alfredo Carbone 1 Nov. 1905.

and tobacco, which Elena bound herself to purchase as and when required. She entered in partnership with a Greek, Panaglioti Giannichichi who was to attend to the shop every day and at all times when the shop was open. Furthermore, he had to apply, as soon as practicable, to the authorities to obtain the license to trade in wines and spirits. For his efforts, Giannichichi would receive one fourth of the profits.¹³⁸ This example is illustrative of general characteristics of the period in so far as 'respectable' women were concerned. In the first place, it is evident that although they may have had the money and the opportunity, it was beyond them to stoop down to shop attendance. In this particular case, the problem was solved by the appointment of the husband as manager of the shop¹³⁹ and of the partnership; and secondly by forming the partnership with a fellow foreigner whose task would specifically be attendance to the shop. Since this period was marked by a tightening up in the issue of licenses to trade in wines and spirits, tighter still in the case of women, the choice of a male partner also took care of that problem. Elena Giorgidis may have been illiterate, as the appropriate declaration on the public deed reveals but that was no restraint on looking after the affairs of the partnership: she reserved the right to call on her partner at any time *di mezzogiorno o di sera* (at noon or in the evening) in order to check the accounts.

IV.

As this discussion has shown, local merchants and traders resorted to the formation of partnerships for a number of reasons. These may be synthesized under three general headings, namely continuity, trading exigencies and retention of control.

Continuity of the business and transmission to sons was, arguably, the principal reason why resort to collaboration was resorted to. Through this legal vehicle, brothers or sons could be introduced into the commercial activity. Such associations also proved to be efficient tools through which the father could gradually ease himself out of the business, inducting his sons into it and, at the same time, assuring for his wife and himself a dividend on his labours. Where the main entrepreneur died, the partnership could serve to safeguard the interests of the business and thereby of the widow and the children. However, once adopted, the partnership often became permanent. What may have been intended as a temporary measure soon stabilised itself. The fact that the partnership was run and administered by the female members of the family did nothing to decrease its value.

Equally necessary was the need to supply expertise which, in the majority of instances, was in short supply. The increasing complexities of business added to the legal requirements placed the sole trader with more money than educational abilities at a disadvantage. In such cases, the solution was to turn towards clerks, accountants and bank employees whose expertise in the keeping of books and accounting practices could render invaluable assistance to the trader. The price for literacy was not cheap. It varied between one fourth and one half of the net profits. However, evidence supports the view

¹³⁸ Deed, Not. Odoardo Pellegrini Petit, 11 Jul. 1878.

¹³⁹ In the deed itself, the husband's profession is declared to be *addetto al di lei negozio* (i.e. his wife's employee).

that the decision of the trader was usually worth the price. It was not only literacy that spurred local entrepreneurs to enter into partnership with others. Capitalising on the commercial potential of another person was a common reason why a partnership should be formed. This explains the ubiquity of partnerships between Maltese and foreigners. The fact that not all of these met with success and that a number of them were dissolved within months from their constitution is illustrative of the gap between a perceived business opportunity and the trust required to actually operate that business.

The example of the *Società Pontoni e Lancie* mentioned earlier shows how a partnership could also be a way to exercise monopolistic practices. Although that example is perhaps unique, and certainly rare, its rarity is confined to the *type* of partnership not to the *causa* for which it was formed. Attempts were made through the use of partnerships or through covert agreements between traders in a particular branch of commerce to adopt monopolistic policies. Of course, it is not easy to discover written evidence of these types of agreement. However, contemporary press reports strongly point towards the existence of such arrangements.¹⁴⁰

The foregoing has attempted to review in some detail business through association in Malta during the late nineteenth and early twentieth centuries. However, this discussion does not exhaust the subject. The field is wide and the sources are plentiful. A close and, perhaps, deeper examination of commercial partnerships is bound to yield valuable information on the social and economic condition of the Maltese Islands in general and the commercial and trading community in particular. This could be one of the ways through which the macro-economic presentation of nineteenth-century Malta as a poor, resources-starved territory could be adjusted through the empirical evidence of an affluent and busy minority in search of financial rewards and social advancement.

¹⁴⁰ *cf.* for example, *Risorgimento*, 24 May 1877, 21 Nov. 1879, 13 May 1898; *DMC* 29 May 1912 and *Malta* 22 Aug. 1913, 25 Aug. 1913.