ENA 4010 159-2 Vardings 11

A JUL-Link var was a well like to like the last of a 11

Tarmersty a 11

158

entered 6/22/88

F NA J The S. Ms. Adler 40 10, f. 2

(1) [אנן] תבר ל שפואל בן סהלאן אלברקי [ושרט אלי נפטה] ברצאה בלא אונם] [דוות במקור] וקאל לנא אנה כאן //...מעי// לפראת //אל// פהלון פרגאן מן אלקירואן ווצלת בה אלי מצר ולם (4) ינבאע ב/אל// סער אלדי קאל ולא בדונה בכחיר פראית מן (5) ראיי אן אמצרת ר יצחק בן יעקב בן לנבו וברהון (6) בן צלה(!) אלתאהרתי וכיאר בן המאם ותולי די יצחק בן (7) יעקב קספה אלבונחין אלקצב פן בפלתה בחצרה הדין (8) אלשאהדין ואכד ד שמואל אלנצף ומו ה ביעאת (9) ונגף וכפס/ודכר ד שמואל אן לה ענד פראח [וד למתרקו) (10) ל (בשוליים) דנאניר למתרקו) ורבע מונה הדא אלמרגאן ומא וזנה ענת לכלפה (11) בן פרג אלצאיג נל חסב מא אמרה ביעתין אלמרגאן אלמקסום ביעתין בינאר זינאר ורבע קבן מן/צדף// אלמרגאן אלמקסום ביעתין בי ביד (13) דינאר //חסב מא סוי פי אלוקת// וקבץ דינארין ורבע מן תפן אנטאע כאנת עלי (14) לפסה אלפרגאן בקי לפראה ב ביעאת ונצף וכפס (15) תפנהא לל דינאר אלא סדס 15 🗹 וחבל לפראה עבד ה' (16) שמואל ען בקיה חמן אלאנטאע ל דנאניר ורבע נסדס (17) אלגמלה ל דינאר ורבע כתב ר שמואל עלי נפסה (18) בדלך שותפות עלי אן תערץ עלי פראה ענד מגיה אלי (19) האהנא פאן רצי בדלך דפע אליה אלהוב ואלשותפות (20) [אן לם ירד כרקת אלחוב ואלשופות וכתב עליה (21) ל שבואל חוב לפראת בל דינאר מאלה (22) ולא ישעבד

עמוד ב':

```
(1) יום בֿ לפֿ באייר פֿבּל
```

(2) שוחפות בין מר שפואל בן מהלאן נפ רח ובין פראח

(3) בן סהלון בהלתין דינאר //ורבע// פלר שמואל לולפראה ב וסדס הפילים האלו בין בולא ישעבד לה תואשה //וקיראטין// נמצאות בין אלא אישעבר לה תואשה //וקיראטין// ש' 4 ל-8 (4) חוב לפראה עלי פר שמואל ד דנאניר

(5) אכד ד שמואל מן האהנא מרגאן ג ביעאת ונצף (6) וכמס ביעה סער ד דנ\$ אלביעה קימה דלך כו דינאר

עין אובע וסדט בקי ל דג\$ ואַרבע וסדט קבצהא עין (7) ביר סדט בקי ל דג\$ ואַרבע

// ואלמונה מן אלוסמ// 🦩

[וקבל שמואל עלי נפסת דינארין פוונה ודלך פן האהנא אלי [(8)

(9) פביע דלך הית שא מן דיאר אלימן או אלחבאז או

יות ופק אללה לה // וישתרי בדלך מא אוּמְגה ויגיבה אלי מּצּקּ// / (10)

ומא חצל מן אלרה אלתלחין לפראת

(11) ואלתלת לף שפואל ויקבץ לי שפואל פן אלופט //וכדלך אלנגיעה// שכר

10.

11. Corals Traded from Tunisia to Egypt, Hijāz, and Yemen on a Commenda Combined with other Contracts May 15, and June 7, 1036

A highly developed state of the technique of partnerships is reflected in this document. Originally it was a draft, as is proved by the many corrections, deletions and writings between the lines, but it served at the same time as a record, as is indicated by the marginal note.

In view of their complicated character, an analysis of the transactions involved might be welcome.

- Samuel had transported from Qayrawan, Tunisia, a quantity of corals belonging in equal shares to himself and to his partner Farah, but was unable to sell them in Fustat at the price stipulated by Farah.
- The corals were divided by a trustworthy Tunisian merchant in the presence of two other Tunisian merchants into two parts each amounting to 5 7/10 bay'as, literally "sales", that is, quantities in which corals used to be traded. Each "sale" was worth 7 dinars.
- Farāh owed Samuel:

 For expenses made for the consignment 4 1/4 dinars

 Payment made for Farāh according to his order 12 dinars

 TOTAL 16 1/4 dinars
- 4) Against this, Samuel took for himself:

 From Farāh's corals two "sales", worth

 The hides which had covered these corals, worth

 14 dinars

 TOTAL

 16 1/4 dinars

- 5) Samuel still owed Farāh:

 Value of 3 7/10 "sales" of corals 26 dinars less 1/6 dinars

 Value of the remaining hides 4 5/12 dinars

 TOTAL 30 1/4 dinars
- Samuel was proposed to receive one third as a loan and to take with him the whole, on his travel to the country of al-Hijāz (North West Arabia), more specifically to Jeddah, the port of Mecca, and to Yemen. As usual, profit or loss were to be shared in proportion to the capital invested by each partner. The expenses for the transport of the corals were not to be borne by Samuel (as envisaged in a passage crossed out), but by the partnership. Likewise, he will receive a compensation for his work.
- 7) A postscript, dated June 7, 1036, states that, after the arrival of Farāḥ from Tunisia, a contract of partnership according to the conditions specified above was written and duly signed.

In order not to confuse the reader, only those crossed out passages which have a bating on the substance of the document will be included in the translation. Most alterations are of a merely technical nature.

2.2

ENA 4010, India Book 158

R. Samuel b. Sahlān al-Barqī¹ appeared before us and said: I brought with me from Qayrawān corals belonging to Farāḥ b. Sahlūn.² After my arrival in Miṣr (Fustāt) it was impossible to sell them for the price which he had stipulated, nor for much less. Therefore, I thought it proper

to apply to R. Isaac, son of Jacob, son of LNGW, to Barhun, son of Salih al-Tahertī and to Khiyār, son of Tammām. R. Isaac son of Jacob undertook to divide the two containers of <u>qasab</u> corals in the presence of the other two acting as witnesses.

Mr. Samuel received one half consisting of five and a half and a fifth "sales". R. Samuel declared also that Farāh owed him 4 1/4 dinars for the expenses incurred for these corals and 12 dinars which he paid to Khalfa, son of Faraj, the goldsmith, according to his (Farāh's) order, which makes a total of 16 1/4 dinars. He received two "sales" of the corals after their division, worth 14 dinars - according to their present price - as well as 2 1/4 dinars from the price of the hides which had been on the (consignment) of the corals. The balance for Farāh: three and a half and a fifth "sales", worth 26 dinars less one sixth.

R. Samuel owes to Farāḥ for the rest of the hides 4 and one quarter and one sixth dinars, the total being 30 1/4 dinars.

Then R. Samuel made out a contract of partnership to be offered to Farāh after his arrival here. If he accepts it, the document on the debt and the partnership will be handed over to him. If he refuses, the debt and the partnership will be torn up and [R. Samuel] will immediately make out a document of debt to Farāh to the amount of 30 dinars with no liability for his twin brother.

(Verso:) Monday, 19 Iyyar, 347⁸

Partnership between M. R. Samuel, son of Sahlan, A. k., and Farāḥ, son of Sahlūn, to the amount of 30 1/4 dinars, of which 10 dinars and two qīrāts belong to R. Samuel and 20 1/6 to Farāḥ. M. R. Samuel owes to Farāḥ 10 dinars // and two qīrāts //. No liability for his twin brother. 10

R. Samuel transports from here three and a half and a fifth "sales" to the price of seven dinars a "sale" totalling 26 dinars less one sixth and in addition 4 and a quarter and sixth dinars in cash. (Crossed out:

R. Samuel undertook to bear the cost of the transport from here to Jeddah to the amount of two dinars.) Expenses will be borne by the partnership.

He will sell these goods in the land of Yemen or the Hijāz, or wherever Selling them.

God will let him succeed in doing so, and buy for the proceeds whatever occurs to him and bring it to Misr (Fustāt). Of the profit // and of the loss // two thirds are Farāḥ's and one third R. Samuel's. R. Samuel receives compensation for his work from the partnership. 11

(The contents of Samuel's declaration before the three Tunisian merchants mentioned above is almost literally repeated in Arabic characters, the only new information being: "When Farāh arrives from the West (i.e. Tunisia)". A marginal note, written after the latter's arrival also is in Arabic characters, with exception of the date, which is in Hebrew:)

The contract of partnership was written on Monday, 11 Sivan 347) and witnessed by my uncle and the son of . . . 'lnkw.12

NOTES

- 1) Family name derived from Barqa, a city and province in eastern Libya v (ancient Cy‡enaica).
- 2) In a Geniza document dated March, 1034, i.e. two years before the conclusion of the partnership with Samuel, Farah was mentioned as traveling from Egypt to Tunisia, ULC or 1080 J 6. Here, we see him returning to Egypt in spring, 1036. See below.
- 3) These merchants are known from other Geniza records. <u>LNGW</u> is neither Arabic nor Hebrew. The same spelling in Bodl. MS Heb. b 3, f. 22 (Cat. 2806, No. 20) 1. 9. Here the letters 'L' precede the name, but are crossed out. See note 12.
- 4) A type of coral referred to in various Geniza letters.
- 5) Many layers of hides were put around the consignments in order to protect them from damage by sea water. The word in parenthesis represents an effaced word in the original.
- 6) The scribe omitted "and a quarter" perhaps because he had arrived at the bottom of the page. h. Text: <u>lā yesha'bēd (Hebrew) taw'amahu</u>.
- 7) Evidently, Samuel and his twin brother were connected by a partnership exempting the latter from certain types of obligations that Samuel would take upon himself.
- 8) The scribes often omitted the thousands. The date corresponds to May 15, 1036.
- 9) Since the dinar has 24 qīrāts, two qīrāts represent 1/12 dinar.
- 10) See note 7.

- 11) The amount of this compensation would be fixed in the contract to be written after Farāh's arrival. There were certainly fixed standards in this matter among the Qayrawānese merchants.
- 12) See n. 3. The Arabic script has no sign for the letter \underline{g} and expresses it mostly by \underline{k} .

Covel Trade To Coltrans enter " fuce Fr Med People a Free stip KD 5) N/ 6/2010 2/14/79