

8. Partnership in a Sugar Factory Worth 1,200
Dinars Concluded for a Period of Five Years
(1240)

The importance of this document is indicated by its large size: 18 1/2 x 10 inches (46.5 x 25.5 cm), representing only the upper part of the original; the lower leaf, which was pasted on, ^{is} being lost. The letters are larger than usual and the 31 lines preserved are separated from one another by intervals of about half an inch.

The Lebdī brothers, the proprietors and managers of the factory, had partly inherited it from their father and partly bought it from their brothers, that is, the other heirs. The Lebdīs come from an old family of India traders, whose destiny can be traced through over two centuries. The name is derived from Lebda, the ancient Leptis Magna on the Libyan coast, still famous for its magnificent Roman ruins.

As ~~it~~ often happened, this deposition in a Jewish court served as a corrective and palliative to another action which had ^{previously} taken place ~~before~~ in a Muslim court. The managers had delivered the deeds of "the big workshop" - obviously the factory consisted of more than one - to the investors as a collateral, and here the investors undertake to make no use of their right of proprietorship until five years will have lapsed. Obviously, the assumption was that during that period half of the net profit made with this capital would enable the managers to ^{recover} restitute their investment. This means that after the deduction of the cost of production, government dues, and personal expenses of the managers, the total sum to be earned in the course of five years would be 1,200 dinars, 200% of the invested capital or 40% per year, an unusually high percentage for that period.

The last stipulation preserved is of particular interest. The word tarha has various meanings in the Geniza, the most common being "weight of a container to be deducted from the total weight of a consignment." This meaning is forgotten today in Arabic, but lives on in Spanish, Italian, and German, tara, and in English and French tare. Here it obviously designates a unit of sugar produced from whose price a government due was deducted. In slightly later ^{period (in)} Mamluk times, when a rapacious government monopolized the lucrative sale of sugar, this monopoly itself was called tarh, see M. Sobernheim, "Das Zuckermonopol unter Sultan Barsbāī," Zeitschrift für Assyriologie, 27 (1912), 75-84, I. M. Lapidus, Muslim Cities in the Later Middle Ages, Cambridge, Massachusetts, 1967, p. 56.

There remains a last question: Why did the two investors have equal shares in the profit, seeing that one paid in only half the sum invested by the other? Presumably, he, too, participated as manager, but there are also other possibilities. Anyhow, we would not have found the answer to this question on the lost part of our document, for this is a contract between the Lebdī brothers and the ^{investors} capitalists.

The details concerning the month and day of the contract are torn away. Since the period of the partnership starts at the beginning of the Jewish year, our document must have been issued in Aug. - Sept., 1240.

Bodl. MS Heb. a 3 (Cat. 2873), f. 16

We, the undersigned witnesses, [declare that on the day of the month of] of the year 1551 of the Era of the Documents [there appeared before us] in Fustat, Egypt, the elder Abu 'r-Ridā,¹ h. g. h., M. R. Joseph, the esteemed scholar, the wise and prudent, and his brother [Fadl Allah, h. g. h., M. R. ,²] the esteemed scholar, both known as

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Ibn al-Lebdī, the sons of h. g. h., M. R. Berākhōt, the esteemed elder,
m. E., and said to us:

Make the symbolic purchase from us and bear witness against us in legally valid terms and binding expressions that we have received from the elder Yūsuf, h. g. h., M. R. Joseph, the honored notable, the wise and prudent, the Delight of the Elders,³ son of h. g. h., M. R. Perahya, the honored notable, the wise and prudent, the esteemed elder, the Elder of the Congregation, m. E., known as Ibn al-A'sar⁴ 400 dinars in Egyptian gold, of Egyptian coinage, of full weight and approved by an assayer.

Likewise, we have received from the elder az-Zakī,⁵ h. g. h., M. R. Perahya, the esteemed scholar, son of h. g. h., M. R. Nissim, the teacher, the wise and prudent, m. r., known as Ibn _____, 200 dinars in Egyptian gold of Egyptian coinage, assayed and of full weight.

We have put together these two sums in our hands in the way of a partnership in our⁶ sugar factory. Whatever profit God, the exalted, will grant from these two sums, will be divided between the four partners in equal shares, namely the elder, Abu 'r-Ridā and his brother Fadl Allah⁷ will receive a half, and the elder Yūsuf and the elder az-Zakī the other half.

The brothers Fadl Allah and the elder Abu 'r-Ridā have transferred to the aforementioned elder Abu 'l-Hājjāj⁸ Yūsuf the proprietorship⁹ of their entire large sugar factory, which they have partly inherited from their father and partly bought from their brothers, as is evident from the details in the Arabic deeds. Likewise, the borders of this factory are indicated in the Arabic deeds made out in the name of the elder Yūsuf,
m. r.

This transfer of property from them to the elder Abu 'l-Hajjāj was done to protect the capitals of the aforementioned elders Yūsuf and az-Zakī. That is, in case these brothers spend anything of these two ^{sums} amounts for themselves, ^{as for example} ^(use the funds to) pay with them a debt, or an imposition by the government, or if one of the partners will be sued by the government ^{on their account} because of them,¹⁰ then that share of this factory, registered in the name of the elder Yūsuf, which will equal the sum which the brothers have taken or which was paid because of them, will be regarded as rightfully sold, so that the two partners, the elder Yūsuf and the elder az-Zakī, will receive rent for that part which equals their property loss, until the brothers will retribute the missing part of the invested capital.

The aforementioned elder Yūsuf and his partner, the aforementioned elder az-Zakī have no right to retain that property after they will receive their invested capital back from the aforementioned two brothers [even] if this will be [after] // at the end of //¹¹ five years. After this period // reckoned from the beginning of the year 1552 //¹¹ [they will ⁿidemnify themselves], from the aforementioned object,¹² not in form of a partnership, and the two brothers have no right to retrieve this property from the partners, namely, the elder Yūsuf and the elder az-Zakī, but they must write out to them a deed of sale in accordance with the details specified as obligations in the original Arabic deeds,¹³ and this transaction will be a sale valid as from now, as evident from the Arabic deeds.

The two brothers, namely the elder Abu 'r-Riḍā and the elder Faḍl Allah, have agreed to remit the rent for the aforementioned factory.¹⁴ Also that each tarḥa produced would be valued with 2 gold dinars, irrespective of whether the dues imposed on it would be little or high,

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or whether the factory produced one tarha a year or a thousand. They will have no claim on another amount.

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NOTES

- 1) He is mentioned in the lists of contributors to public charity, described in Med. Soc. II, App. C, secs. 41 and 46.
- 2) Here the Hebrew name of the younger Lebdī was listed.
- 3) A rare honorific title conferred by the elders and borne before him by the notable Samuel b. Judah b. Asad (Dropsie 346, dated 1164). His father's title, given by the congregation is also exceptional. It was borne by a Joseph b. in 1232 (TS 13 J 4, f. 6), who was perhaps the grandfather of our Joseph. Mann I, p. 259, n. 2, quotes a similar title from a poem, written, I believe, around 1000 (TS 13 J 10, f. 9).
- 4) "The Left-handed".
- 5) A title common in this period, frequently borne by druggists, physicians, and scholars. The word means "pure, honest, righteous", but I have the feeling that it was used in the sense of dhakī, "clever, sharp-witted."
- 6) Text: "the", but the meaning is "our".
- 7) With one exception, the name of the younger brother is not preceded by the title "the elder".
- 8) This kunya, or by-name, not introduced before, is brought in here in order to use it later for the proper name of its bearer.
- 9) Lit. "they registered him (as proprietor)".
- 10) Partners, like brothers, were kept responsible for one another by the government even for obligations not connected with the partnership at all. The property was to indemnify the investors for such an emergency.
- 11) The deletions and additions above the line were made by the same scribe, but with different ink.

Refer to discussion
of liability between
partners, in
Partnership + Prof.

Notes

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- 12) Ar. matjar, introduced here only for variety's sake.
- 13) Namely, before a Jewish court.
- 14) Since it was stipulated before that the brothers must pay rent for any part of the building which might pass into the actual possession of their partners in case of default on their side, it was necessary to state expressly that the partners would never be obliged to pay rent.