

7. A Loan and a Partnership in the Manufacture of Glassware
(Dec. 3, 1134)

Since this is a rather complicated document, a preliminary summary may be welcome.

1. (a) Abū Sa'd, the glassmaker, gives Abū Sahl a loan of 10 dinars for the duration of one year.
- (b) As a collateral, Abū Sahl hands over to Abū Sa'd four documents certifying his ownership of a house.

2. Concurrently, the two engage in a partnership for the manufacture of glassware for the duration of six and a half months on these conditions:

- (a) The capital of 20 dinars for the acquisition of raw material is provided by Abū Sa'd.
- (b) He will work two days a week, Abū Sahl the rest.
- (c) Expenditure on fuel, ^{hired help? (hired hands)} working hands, and other items will be borne by ^{both} the two in equal shares.
- (d) Whenever one of the partners takes out money for private expenses, the same sum will be given to the other partner.
- (e) At the termination of the partnership the profit will be divided in equal shares.
- (f) The partners undertake to act in everything with complete faithfulness.

re-phrase { 3. From the profit accruing to Abū Sahl, he has first to pay back his loan to Abū Sa'd.

4. In case no profit has been made, Abū Sahl has to pay back the loan a year after the date of the conclusion of the partnership out of

4. his own money. If he is unable to do so, Abū Sa'd is free to sell Abū Sahl's house at the price obtainable at that time.
5. The concluding legalistic formulas contain no new stipulations.
6. The deed was signed four and a half months after it was written, that is only two months before the partnership was due to expire. Clearly this delay was caused because the rabbinical court had doubts whether the arrangement did not contain an element of usury, and the scholars approached needed some time to clarify the case.

Abū Sa'd Nethanel, the glassmaker, is known also from a partnership in the production of wine, in which he invested the very large sum of 400 dinars, see Med. Soc. I, p. 363-364 (App. C, secs. 9-10). If he was prepared to spend two days a week in a glass workshop the capital of which consisted ^{of} ~~in~~ 20 dinars only, and since it was assumed that during six and a half months a profit of at least 10 plus 10 dinars would be made in addition to the cost of operation and personal expenses of the partners, obviously the cost of the material needed for the manufacture of glassware must have formed only a small percentage of the price of the finished product. Our document uses the same word, zujāj, for both the raw glass and the glass vessels made by the two partners.

The partner without capital, Abū Sahl Manasse, belonged to the Mutarrī family, members of which appear in a considerable number of documents during the twelfth century, mostly as ^{recipients} receivers of support from the community. The word means producer and/or seller of flavored drinks or relishes. The titles given to him and to his late father in the introductory passage show that he was a respected member of the community. He had probably fallen on bad days.

The long document (58 ll. without the signatures) was written by the cantor Halfōn b. Manasse ha-Levi, see Med. Soc. II, p. .

(Book of Sahl, p. 10)

^{testimony}
This [witness] was given before us, we, the understood witnesses. Thus it was:

There appeared before us the elder Abū Sa'd, the glassmaker, M. R. Nethanel, the elder, son of M. R. Joseph, the elder, m. E., and M. R. Manasse ha-Levi, called Abū Sahl, son of M. R. Eli ha-Levi, the elder, who was surnamed Abu 'l-Ḥasan and known as Ibn al-Muṭarrī, m. E.

The // aforementioned // Abū Sahl took a loan in our presence from the aforementioned elder Abū Sa'd¹ of 10 dinars of true gold, mithqāls of full weight, Egyptian coinage of excellent quality and correct type. We witnessed how he received and took delivery of them completely and in their entirety and came into their possession ^{possession(?)} as a full debt and as a loan charged to him and to all his heirs after him, (as an obligation incurred) in the strictest and strongest terms, in accordance with the ordinances of the sages, b. m.

As a collateral for this, he handed over to him the deeds of his house, of which he claimed the proprietorship, namely original deeds and the deed of sale, made out in his name, altogether four documents, which the aforementioned elder Abū Sa'd received, also in our presence, for the 10 dinars which he lent him. A respite for the repayment was agreed upon, as will be specified beneath. Likewise, the aforementioned Abū Sahl accepted a certain condition in this matter, ^{which is} mentioned below. He also freed him of any oath which might become incumbent on him in connection with this loan of 10 dinars.

Then the two formed a partnership ^{for} ~~to~~ the amount of 20 dinars of true gold, mithqāls of full weight, Egyptian coinage of excellent quality and correct type, provided as capital by the elder Abū Sa'd, not by the

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(sum)
 aforementioned Abū Sahl. With this, they concluded their partnership for the duration of six and a half months, beginning with Monday, the fifteenth of this month of Kislev of the year 1446 of the Era of the Documents.

It was agreed between them that for this capital of 20 dinars, ^{with} glass should be purchased and that both should work on the fabrication of glass(ware) during the period of their partnership, the elder Abū Sa'd taking two turns a week - no other work being required from him - and Abū Sahl working the rest of the week. The two will constantly attend to this work, painstakingly and with zeal, relying on the Creator, praised be he, for sustenance. They will sell what they manufacture and buy what is needed for their work, and ^{will} not part from one another before the termination of the contract. The profit granted by the Creator will be divided between them in two equal shares, after the restitution of the capital invested by the elder Abū Sa'd and deduction of all the relevant expenses, such as fuel, pay to a help^{er}, and other items usually incurred by anyone engaged in this occupation.

It was also agreed between them that whenever one of the partners would take something for his personal expenses, the other would get the same sum, not more.²

At the termination of the period of their partnership they will divide the remaining profit in equal shares. Each of the two took upon himself also to act correctly in all dealings affecting the capital invested in this partnership, to tell the truth, to be faithful and to act in a praiseworthy way, ^{which will clear} ~~justifying~~ him before God, praised be he; ^(each agreed) also, not to conceal any income from his partner.

After the termination of the six and a half months, the duration of this partnership, contracted herewith, they will make their accounts, and

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and the aforementioned Abū Sahl took upon himself not to withdraw anything of the profit which God might send them, until // he // would have paid from his share to the aforementioned elder Abū Sa'd the debt of 10 dinars mentioned above, completely and entirely; the balance of his share he would then take for himself.

If it so happens that the profit will not be sufficient to meet this obligation, he must ^{refy} restitute these 10 dinars from his own property after the lapse of one year from the date of this contract // without // any arguments. If he delays payment ~~with~~ the aforementioned Abū Sa'd ^{will} be entitled - as from now - to sell ^{the} ~~that~~ house the deeds of which are in his hand as collateral at whatever price God may bestow and grant at that time and collect from its proceeds those 10 dinars. The court is obliged to back him in this matter and should not force him to grant a delay beyond that date.³

The aforementioned Abū Sa'd agreed to this respite in the manner mentioned and Abū Sahl acknowledged that Abū Sa'd had produced the entire 20 dinars, the capital of the partnership, and that the material bought with this money was in his, Abū Sahl's, hand.

We had each of the two attest in favor of his partner all that concerned him with regard to the debt, the partnership and all its conditions.

Each of them undertook this, as from now, without any compulsion. We made ^{to the effect that they entered into this agreement} the symbolic purchase from each of them in favor of the other ~~(their~~ ^{without} ~~being affected by)~~ constraint, force, coercion, inadvertence, error, ailment or illness, or any other circumstances invalidating a testimony. The symbolic purchase was strict and complete, made in the required manner, as from now, under voiding of all secret depositions and conditions.

Re-words

re-words

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We have written this testimony and signed it and given it to the
afórementioned elder Abū Sa'd to be in his hand as a title of right and
proof. This happened in the middle ten days of the month of Kislev of the
year indicated above, in Fustat of Egypt, which is situated on the Nile
river, under the jurisdiction of our lord Maṣlī'ah ha-Kohen, the head of
the yeshiva "The Pride of Jacob", may his name endure for ever, as the
moon endures for ever.

Our signature was deferred until the first ten days in Iyyar⁴ of the
same year. Fixed, firm, and valid.

Inserted between the lines: "afórementioned", "he", "without". The
insertions are correct and this is their validation. Written over an
erasure: "Iyyar". Also inserted between the lines: "of the same year".
All these are also correct and this is their validation.

Signatures: Nathan ha-Kohen, son of R. Solomon ha-Kohen, m. E.⁵

Nathan ha-Levi, son of M. Abraham ha-Levi, m. E.

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NOTES

- From this point on*
- 1) As from here, the Arabic title "the elder" (ash-shaykh) is repeated solely before the name of the investor, not that of the manager, indicating that the latter was of lower social rank. See the introductory remark.
 - 2) Excluding the assumptions that either the man who provided the money or the one who worked more days might be entitled to more personal expenses.
 - 3) It was common practice of the Jewish courts to grant delays to debtors in straits.
 - 4) Corresponding to April 16-25, 1135.
 - 5) A prominent judge of Palestinian origin from whose hand documents dated 1122 through 1150 have been preserved, see Med. Soc. II, App. D, sec. 17. Above and beneath his signature he wrote these letters in zigzag order: h, ' , sh, ' , t, m, w. In several other instances, TS 10 J 7, f. 10 (dated 1129), TS 8 J10, f. 17 (1133), TS 20.17 (ca. 1140), one or two of these letters are clearly replaced by others. Thus, this motto cannot represent the acrostic of a biblical verse, as mottos mostly do, but must contain some pious wish or declaration of faith, slightly variegated at different times. This is the only case known to me, where a change in the motto added to a signature occurs.