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17. Contract of Partnership between Two Brothers  
Aug., 1181

The opening section of this document is lost. Consequently, the nature of the work done by the brothers and the period for which the contract was concluded, is not known. The remaining part is translated here because it contains details not encountered thus far in another source. See Med. Soc. I, p. 182.

The document is written and signed by Joseph, <sup>b.</sup> ~~son of judge~~ Samuel b. Sa'adya, <sup>??</sup> No. I whose father was a prominent associate in Moses Maimonides' court, and himself a distinguished judge in the court of the Nagid Abraham Maimonides, see Med. Soc. II, App. D, sec. 23. But here he writes as a young man - five years before Abraham Maimonides was born. The second signatory, <sup>v</sup>Levi ha-Levi b. Abraham, was also an expert and is represented in many court records written 1179 through 1191. The unsigned postscript on the reverse side is in the hand of judge Samuel, who thus supervised the whole case in person.

TS 10 J 4, f. 7

[We will do] this work for a period beginning with the date of this [document and ending . . .].<sup>1</sup>

We agreed also to live together in one place, to eat at one table during the duration of this partnership, and to take from the store all expenses <sup>for</sup> of food and drink consumed at home. In addition, each of us will receive 1 dirhem every day which he may spend on his personal needs as he wishes and likes. <sup>profers?</sup>

Whenever the said Mufaddal<sup>2</sup> desires to be by himself and to separate from his brother Abū 'l-Faraj in matters of food and drink,<sup>3</sup> he is entitled to take from the store 2 dirhems for the duration of this partnership.

Whatever God, the exalted, will let them earn beyond (that <sup>which</sup> is spent on)

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the aforementioned expenses for food and the per diem<sup>4</sup> <sup>allowance</sup> as well as expenditure on taxes,<sup>5</sup> rent,<sup>6</sup> and all other liabilities, will be shared by them in equal parts. Also each of them will act faithfully // in // this partnership, will avoid deceit, and be aware of God, may he be praised, in all his doings and dispositions.

We have made the symbolic purchase from each of the two, the said Abu 'l-Faraj and his brother Abu 'l-Mufaddal,<sup>7</sup> in full and strictly in the prescribed manner, valid as from now, each out of his free will without any coercion, and voiding all secret depositions and conditions with regard to all that is written and detailed above.

\*Inserted between the lines: "in". Correct.

We have written down what happened in our presence and have signed to serve as title of right and proof. All is fixed, confirmed, and valid.

Joseph ha-Levi, son of R. Samuel, m. k.

Levi ha-Levi, son of R. Abraham, b. m. r.

(On the bottom of the otherwise blank reverse side:)

The period of this contract begins in the last ten days of Av, 1492.<sup>8</sup>

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NOTES

- 1) About eight words missing.
- 2) Certainly the younger of the two brothers, probably unmarried and less experienced in the trade.
- 3) To the exclusion of the domicile which must be shared.
- 4) Text: muwāyama, a word derived from yawm, day.
- 5) Ar. mu'an, a general term, mostly used for payments to the government such as custom dues.
- 6) Text: 'krh, for kirā'. A similar change in the word ukra, for kura, ball, Dozy, Supplément, I, p. 30.
- 7) Above called simply Mufaddal. Since he was a young man, see n. 2, above, no care was taken to call him always by his full honorific by-name. Other twelfth century scribes permitted themselves the same latitude. See Med. Soc. II, p. , chap. v, sec. 11.
- 8) Corresponding to Aug., 1081.