

Partnerships of Bankers

20.
~~19.~~ Restricting the ~~Partnership in a Bank~~
Powers of the Junior Partner

The beginning of the document, which also contained its date, is lost. However, its approximate time can be fixed with certainty. It was ^{written and} signed by Abraham, son of Isaac ha-Talmīd ("the scholar"), a successful banker known from a great many dated documents from the years 1050-1093. The "trustee of the court" mentioned at the end of the document appears in Geniza records from 1084. Thus this court record must have been written around 1088 or perhaps somewhat earlier, for the handwriting of Abraham, son of Isaac (who married already in 1050!) ^{looks} here very vigorous and youthful.

The activities of a banker are clearly discernible in our document. They consisted of the ^{ss} ~~ad~~ paying and changing of money on the one hand, of granting and receiving loans on the other. The former remained under the ^{su} ~~sup~~ervision of the senior partner, while the latter was reserved to his discretion altogether. The junior ^{partner} had no right of signature on promissory notes.

Although the junior partner contributed only 58 dinars out of the total capital of 558, i.e. a little over ten per cent, he shared in profit and loss to the amount of almost one third (exactly 7/24). The work done by him was regarded as capital invested, while the senior partner would devote only a fraction of his time to this partnership. The court record says nothing about daily or weekly payments made to one or to both partners, nor fixes the time when the estimate of profit and loss should be made. Presumably fixed usages prevailed in this matter in the banking business. The court record obviously was modeled ^{on} a pattern common in Muslim courts, see Note 6.

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The preserved part of the document begins with the traditional phrases indicating that the two parties had made this agreement under no constraint, and then continues:

We asked God for guidance and contracted a partnership between us. I, Yahyā ha-Kohen, produced from my property five hundred gold dinars, of excellent quality, of full weight according to Egyptian standard, cash money, and Mr. Sāsōn . . . Abu 'l-Surūr¹ produced from his property fifty eight gold dinars of excellent quality, the total being five hundred and fifty eight gold pieces of excellent quality. This was done on condition that the money should be in my hands,² the said Yahyā ha-Kohen, and that we should work with it and find our livelihood in banking² on condition that the said Mr. Sāsōn, my partner, will sit with me in the store under my supervision,³ will weigh⁴ and (do) any other part of our work, will go to court with those who owe⁴ us something, will deal with those with whom I shall allow him to deal,⁵ will make the accounts with the customers for me, but will not write promissory notes for anyone, be he a customer or not, nor object to my dealings with one customer in preference to another.⁶ Furthermore, on condition that I, Yahyā ha-Kohen, shall be considered as trustworthy as two admitted in court witnesses, my partner, the said Sāsōn having no right to demand from me an oath, and not even a ban in general terms or an oath by transfer.⁷

Of whatever profit obtained by the grace of Heaven, the said Sāsōn, my partner, will receive one sixth and one eighth after the restitution of the capitals, which amount to five hundred and fifty eight dinars, and I, the said Yahyā ha-Kohen, will receive two thirds and one twenty fourth part.⁸

Whichever one of us chooses to withdraw from the partnership must wait and not take out his share for one month, during which he will receive nothing from the profits under any circumstances.

If - God forbid - some of the capital should be lost, there will be the same distribution as with the profit. I, Yaḥyā ha-Kohen, shall bear two thirds and one twenty fourth of the loss and the said Mr. Sāsōn, my partner, one sixth and one eighth.

Mr. Sāsōn accepted all these conditions from beginning to end, after they had been read out to him and after he had taken notice of all their implications. Moreover, Mr. Sāsōn will regard the honored Mr. 'Ullā ha-Levi, son of Joseph, may he rest in Paradise, as trustworthy as two witnesses admitted in court with respect to all actions he will take on behalf of them both, and he has no right to demand from him an oath etc.⁹

Furthermore, the two have undertaken to exert themselves and to work hard for the success of their business. Neither one will conceal anything from his partner. They promise to apply faithfulness before Heaven¹⁰ and to act in a way which will earn them God's reward.

Finally, the two have accepted responsibility for all the foregoing for themselves and for their heirs after their death.

(There follow five lines of legal phrases, describing the document as a valid instrument made in compliance with the prescripts of the sages of the Talmud and in accordance with general usage. One of the four signatories was Jekuthiel, representative of the merchants in Old Cairo).

This and the next document are included in my article "Bankers Accounts etc.", JESHO, 9 (1966), 30-35.

NOTES

- 1) The Hebrew and Arabic names of the man have the same meaning: Joy.
The obliterated words probably were: "known as." *The name of the investor's father is not preserved.*
- 2) Literally: money changing, sarf. Perhaps fi 'l-sarf stands here for dār al-sarf "in the bourse of the money changers."
- 3) Literally: ~~"before me."~~
- 4) The coins. In all transactions money was weighed (and not only counted).
- 5) Reference to persons who ask for a loan.
- 6) Literally: "with Zayd in preference to 'Umar." The writer's use of the names common in Muslim documents (instead of Reuben and Simon, as used in Jewish records) proves that the author of our document was well versed in Muslim formularies.
- 7) About the meaning of these legal terms see p.
- 8) Literally: "One of its qirāṭs" (the dinār has twenty four qirāṭs).
About the clumsy reckoning in fractions in Egyptian documents cf. p.
- 9) 'Ullā ha-Levi, son of Joseph was a "trustee of the court," ~~see MS I, ch. III, p. 78.~~
~~III, ch. III and connected with our Yahyā in various business ventures,~~
Med. Soc. II, p. 78.
see ~~MS I, ch. III, p.~~ Now, the junior partner acceded to an arrangement, according to which 'Ullā was empowered to act for Yahyā.
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