

5  
 14. An 'Isqa-Deal between an Investor and three  
 Indigo Dyers opening a Workshop in Damietta  
 Ca. 1230

The exceptionally generous terms granted by the investor <sup>in this association</sup> were due perhaps not only to his confidence in the skill and devotion of the dyers (Med. Soc. I, pp. 88-89), but to the fact that it was difficult to induce inhabitants of Fustat to move to <sup>other location,</sup> ~~anywhere else~~.

The beginning of the document, which contained names and date, is lost. It is not signed and was probably destined to be delivered to one of the workers. For unknown reasons it remained in the possession of the scribe or was returned to him, for he wrote on the reverse side a draft of a settlement concerning a house in which a man, a woman and the government had shares. Because of the terms used, I am now inclined to date the contract ca. 1230.

TS Box K 25, f. 153

. . . "We shall buy with this money indigo, travel to the port-city of Damietta and open [in ]<sup>1</sup> a dying workshop, where we shall dye, sell and buy with this sum various types of dye and give and take,<sup>2</sup> as it is customary in this <sup>type</sup> ~~brandy~~ of work during a full year starting with the date of this document and ending with its completion.

The stipulations are those of an 'isqa, that is to say: of whatever profit God, may he be praised, will enable us to earn, we, the workers, shall receive two thirds, and he, the grantor of the loan,<sup>3</sup> one third. The same applies, God forbid, to losses.<sup>4</sup> All this after deduction of personal and working expenses.<sup>5</sup> We have the right to pay for our food with the earnings of the workshop, but only our own expenses for lunch and supper,<sup>6</sup> <sup>for the entire</sup> ~~all the~~ time we are connected with him by that partnership. We shall not cheat, but act in good faith, work ourselves<sup>7</sup> as much as we are able to do in this occupation."

- 2 -

Then the aforementioned elder Ibrāhīm said to us:<sup>8</sup> "Make the symbolic purchase from me and be my witness that I have handed over to them the said amount under the aforementioned conditions. In addition, I have taken upon myself that if, God forbid, something happens with this amount which causes that it perishes - except losses in selling and buying - for instance, when it falls into the river, is stolen, or sequestered by the government, or by one of its representatives, they are not to be held responsible for it and will have no other obligation except giving an oath that they have not been careless with it and that such and such a thing had happened to them.<sup>10</sup>

Furthermore, I have renounced restitution on their side of losses up to 10 dinars, as a gift valid as from now, a complete renouncement, given with mouth and heart.

Whenever they evaluate the store and find a <sup>s</sup>light decrease, they must send me a note and inform me, whereupon I shall give them relevant instructions. If, however, I shall not tell them how to handle that decrease, they will not be responsible for subsequent losses."

The symbolic purchase was received from the hand of each of them, etc. (two long lines of the usual formalities. No signatures).

- 3 -

NOTES

- 1) About seven letters effaced, where probably the name of the bazaar in which the workshop was to be opened was indicated.
- 2) I.e., sell and buy. Such duplication is common.
- 3) Text: rabb al-qirād, the first word normally designates a creditor. See also Med. Soc. I, p. 441, n. 3.
- 4) Text: gharāma, a typical thirteenth century usage, while in the earlier Geniza (and today) the word ha, the meaning "penalty, fine."
- 5) Text: mu'an, bulaf, also used in a sense different from earlier times.
- 6) Excluding their families, who most probably remained in Fustat. Wives were very reluctant to follow their husbands to another city, where they lacked the protection of their parents and brothers.
- 7) "With our own bodies." This and the following seem to imply
  - (a) that they are not permitted to hire others
  - (b) not to do any other work except dyeing.
- 8) The reference here is of course to the court, not the workers.
- 9) Text: 'lkd' w'lk[...], the second word being much effaced. With great reluctance I take this as al-kadhā wal-kadhā, where the article is very strange. But cf. a form like al-fadhlaka "the total," derived from fa-dhā lika "and this makes. . ."
- 10) Exemption from the responsibility for acts of God is inherent in the contract of 'isqa. But the specification of the cases envisaged is noteworthy.