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16. Renewal of a Family Partnership Worth 3,750 Dinars  
(Sept., 1112)

None of the forty seven lines of this document has been preserved in full and most of the last twenty lines has been lost. For the document was torn into two pieces from its right upper to its left lower corner and only the left side has been found thus far. However, the missing parts mostly contained legal formulas so that the essentials of the agreement made are recognizable in the extant fragment. The agreement is important as an example of a family partnership of very high value and of unlimited duration.

TS Box 28, f. 263 India Book 212 <sup>? remnants?</sup>

A small fragment with rests of 21 ll. of another copy of the same document was identified in TS NS Box 321, f. 50. Unfortunately, it mostly overlaps with the preserved left part (which contains the <sup>remnants</sup> rests of 47 ll.). The few additional words to be <sup>u</sup>called from the new fragment are marked here by the sign // . . . //. The interesting new detail that none of the partners is entitled to demand accounts from the other does not mean that they did not make accounts, only that each was regarded as completely trustworthy. <sup>P</sup> The elder Abu 'l-Barakāt . . . <sup>1</sup> Berākhōt the distinguished elder, son of . . . Jacob . . . and the son of his sister the elder Abu 'l-Wafā', . . . Tamīm, <sup>2</sup> the distinguished and prudent elder, son of . . . Halfon . . . appeared before us and said: "[A partnership had existed between us] for a number of years. Then, in Tishrī 1424 of the Era of the Documents <sup>3</sup> we asked one another to settle [our accounts and to renew] our relationship so that the whole capital would be subject to one contract. <sup>4</sup>

We made the accounts and established that the total value of [our partnership amounted in excellent] gold to 3,750 dinars. Then we renewed

the contract of partnership [stipulating that each of us] may act with regard to it according to his own choice and preference. We traded with this capital through persons connected with us by commenda<sup>5</sup> in the West [and elsewhere, and each of us] sent from this capital on commenda or on commission whatever he <sup>d</sup> seemed fit. Each of us (sometimes managed in his own name in) this matter and sometimes corresponded in the name of the <sup>both of</sup> two <sup>us</sup> and we acted in the same manner with regard to legal deeds according [to what any of us would see fit. No]r did any of us prevent the other from acting in any way. There was always mutual agreement between us and our intention was righteous [ . . . ] Considering, however, what would be the best for us in the future, we were apprehensive of possible happenings for no one knows [what may occur to him. Therefore] each of us acknowledged to the other the sum belonging to him and also that all what we had possessed both abroad and at home and which was registered // either according to Jewish law [or to that of the nations of the w//orld, either in the name of the two of us together or in the name of one of us to the exclusion of the other, belonged to each of us in equal // shares. Likewise, loss will be borne by each of us // from one penny upwards up to any sum of any amount with all he possesses // in real estate, money, goods // commodities, commenda, debts and anything else. Everything will be borne by us in equal shares and no one of us [is entitled to ask ~~from~~ the other to make ac]counts.// Each of us is responsible for the dealings of the other with his customers and for whatever he might commit himself to [and . . . ] and for whatever action he may take as long as we are partners.

No proceeds from a shipment or a business [or . . . , or a sale or a purchase, whether they are in the name of one of us in a legal document

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[or in the name of the <sup>both</sup> two of us, will belong] to any one of us exclusively and personally, since one half of the capital forming the basis of this partnership belongs to each of us personally [and no one has a right on the other's share,] we during our lifetime, nor our heirs after our death.

The following much damaged lines contain five additional details.

- 1) The uncle had married with money provided by the partnership. Therefore, the nephew will have the same prerogative, when he marries.
- 2) As previously, each partner will act according to his own understanding, and any legal document issued by one of the two will be binding on both, whether it bears the names of both or only that of one of them.
- 3) Unlike previous arrangements, certain personal expenses (which, is not preserved) will not be borne by the partnership.
- 4) Losses through acts of God will be borne by the partners in equal shares.
- 5) As often in contracts of partnership, the geographical scope of the business activities contemplated is exactly defined. It is very wide and comprises: the West, i.e. the Muslim countries of the Mediterranean west of Egypt; the Yemen with which not only the country of Yemen, but the whole trade route to India is meant; the Rif or the Egypt

- 5) outside the two metropolitan cities, Fustāt and Alexandria; and these two themselves. Palestine, Syria, and Hijāz are conspicuous by absence. We are in the first period of the Crusades, when the trade with these countries had become rather irregular.

NOTES

- 1) The Arabic and Hebrew names mean the same: "Blessings". The omitted words are Hebrew titles and eulogies, describing the fathers of the two contractors as dead.
- 2) Tamīm, although a good Arabic name, is understood as Hebrew tāmīm which means "faithful", like Abu 'l-Wafā', the Arabic by-name of the person.
- 3) Tishri 1424 of the Era of the Documents began on September 23, 1112.
- 4) Text: wanj'al jamī' al-māl 'uqda wāhida.
- 5) Text: 'ala yad mudāribīn.
- 6) Several letters in the Geniza are sent by brothers or fathers and sons, but only one person speaks in them.