

13. Continuation of a Partnership
According to Jewish Law

You cannot use the word with reference to a piece of paper

damaged, tattered, worn

This contract is pieced together from three delapidated fragments in the hand of the prolific clerk Hillel b. Eli (dated documents: 1066-1108). Despite its poor state of preservation the document is translated here for two reasons. First, it is a partnership according to Jewish law, which was the exception rather than the rule, since most merchants followed in matters of partnership the customary law reflected in Muslim legislation; secondly, it represents the continuation of a partnership, which, as we learn from letters, was a very common occurrence, but documents dealing with it either are rare or do not reveal their true nature.

The reason for this seeming scarcity of documents referring to the continuation of a partnership is discernible here: at the end of the term of such an association the partners ^{settled their} made accounts and paid everything out; then they started another term with an entirely new contract which was not necessarily identical with the ^epreceeding one. We might well imagine that a capitalist ^{invested} in a store or a specific business venture first a modest amount; when the undertaking was successful he would follow this up for the next term with a new contract ^{for} on a far higher sum. We find such a line of action within ^{a single} ~~one~~ term of partnership, see No.

The manager ^{in this case} received ~~here~~ two thirds of the profit, although he contributed only 5/13 of the capital, which is, of course, in accordance with Jewish law. On the other hand, he was responsible for losses, unless he could prove in court (see below) that the loss was an act of God.

The investor, Abu 'l-Fadl Mevōzākḥ the parnas, son of Abraham Ibn Sabrī (originally: Sabra)¹ is known from many documents referring to, or signed by, him from 1049² through 1090. Since he appears here with an honorific epithet not found in other documents referring to him, it stands

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to reason that this partnership like others undertaken by him³ belonged to the late years of his life. They show how an old man who himself was ~~not any more~~ ^{no longer} very active in business, or, who, like Ibn Sabra, dedicated himself to public service, let his capital work ^{for him.}

The fragments A and B contained in TS NS Box 320, f. 22 dovetail, but some words are lost.⁴ ULC or 1080 J 121 is the direct continuation of B, but its end is torn away.

TS NS Box 320, f. 22 A and B
ULC or 1080 J 121

This deposition was made before us, we, the undersigned witnesses
[on . . .] day which is the 26th day of the month of Sivan of the year 14
[. . .]⁵ according to the era in use in Fustat, Egypt, which is [situated]
on the Nile [river]. Thus it was:

The elder Abu 'l-Fadl M. Mevōrākh, the parnas, "The cherished [of the community]",⁶ son of M. Abraham, known as Ibn Sabrī, m. E., and M. Moses ha-Kohen, by-named Abū '[Imrān, son of] M. Mordechai ha-Kohen, m. b., appeared before us and said: "give witness against us, make the symbolic purchase from us, valid as from now, [write down] and sign, etc."⁸

We have asked the Creator, may his name be exalted, for guidance and have concluded a partnership [in a store] licensed for the sale of [] and oils and similar products. [I,] Moses ha-Kohen have put down from what God, the exalted, has bestowed on me, my property, 50 dinars of true gold, of full weight, and of excellent and correct coinage of Fustat, and the said elder Abu 'l-Fadl M. Mevōrākh, the parnas, has put down from what God, the exalted, has bestowed upon him, his property, 80 dinars of true gold, mithqāls of full weight and of excellent and correct coinage of Fustat.

The two sums are now in my hand, I, Moses ha-Kohen, to sell and buy with them in the above mentioned store during a full year of consecutive months, beginning with the new moon of the month of Tamm^uaz of the year noted at the opening of this document.¹⁰

After the termination of this year, I shall make my account of the profit provided by the Creator, the exalted, after the deduction of all our capital, I, Moses ha-Kohen, shall receive two thirds and the said elder Abi 'l-Fadl M. Mevōrākh, the parnas, one third. The same proportion, if, God forbid, there will be the opposite of profit. If he wishes, he may continue the partnership, as we have done up till now; if he wishes its dissolution, he must wait two months until I pay him his investment of 80 dinars in cash.

I, Moses ha-Kohen, have imposed on the said elder Abu 'l-Fadl, M. Mevōrākh, the condition that my words should be accepted as those of two trustworthy witnesses admitted in court with regard to all my statements concerning profit. I do not owe him in this matter any oath, heavy or light, and not even a rider oath.¹¹ If, God forbid, there will be a loss of capital, we shall clarify the matter in court. None of us is permitted to withdraw during this year, but each of us has the right to demand the participation of his partner until the end of this year, the duration of this partnership. I, Moses ha-Kohen, have taken upon myself to be trustworthy before God, to []¹² and to spare no effort []¹³ and all profit accruing to me

Here the manuscript breaks off.

NOTES

- 1) In a letter to him from his own father DK XIII (see p. , below), in one of an intimate friend (TS 12.288) in a business letter (P. Heid. 915) and also in petitions addressed to him as parnās (10 J 9, f. 12; NS J 35) the family name is Sabra. Sabra in Ar. means "cool morning" and might be a name similar to Nasīm "fresh breeze," after which Heb. Nissīm (which means, however, "miracles") was formed. The name Sabra is pre-Islamic, see W. Caskel, Ibn al-Kalbī, II, p. 492. In the document of 1090, TS 12.583, also written by Hillel b. Eli, he is, of course, also called Sabrī.
- 2) TS 16.162. I compared his signature here, where his father is still alive and he himself not yet called parnās, with TS 20.187 (dated 1063) where his father is dead and he bears that title. The handwriting is identical.
- 3) TS 12.583 (1090). Debt of a money lender to him of 5 dinars to be paid back in 10 installments a balance from a partnership rather than an assistance, as assumed in Med. Soc. I, p. 261. Same P. Heid. 916 (1086, in Arabic characters) a debt to him of 1 3/4 dinars by Ja'far b. Rajā' al-Jawdarī, a Muslim.
- 4) The first words appearing on the left side of B are the end of l. 7 of A. The first word on the right side of B begins l. 10 on A. The first line of ULC or 1080 J 121 is the left end of the last half-line of B.
- 5) The earliest date corresponding to this is June, 1089. See also nn. 2, 3, and 6.

Notes

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- 6) This title must have been given to him after 1090, since it does not yet appear in a document bearing that date. At that time there was little contact between the Jewish High Council of Jerusalem which, owing to constant warfare in Palestine, did not function properly, and Egypt. Therefore, I assumed that the title was "The Cherished of the (local) Community" and not, as more frequently, "of the yeshiva."
- 7) Amram (Ar. 'Imrān) was the father of the biblical Moses. Since grandsons were normally called after their grandfather, the most common bunya or Ar. by-name of a man called Moses was Abū 'Imrān, father of Amram - even if he had no children at all.
- 8) Four lines of legal phrases, much damaged in the original. They can be easily restituted on the basis of G. Weiss, Hillel Ben Eli, Documents written by Hillel Ben Eli, (M. A. Thesis, University of Pennsylvania), Philadelphia, 1967.
- 9) Approximately 13 letters are missing. The z in al-zuyūt, oils is only partly visible.
- 10) The partnership was to start five days after the writing of the document.
- 11) See the Introduction, p. , above.
- 12) About half a line is missing.
- 13) Three quarters of a line are lost.