

Lease of a Piece of Land Belonging to the Holy Shrine of Dumūh
for a Nominal Rent

T.-S. 10 J 4, f. 11

Text in ATaS, p. 158-9

In (Your name, oh) Me(rciful)

We, the undersigned, trusted, and approved elders, declare here-by
with that we have decided and agreed to lease the piece of land in
which there is the well of perennial water^{a)} of Dumūh. It is situated
on the read bordering on the synagogue, opposite the watchtower^{b)} and
the orchard belonging to it. The lease is for the duration of thirty
years for a total of one hundred and eighty dirhams - six dirhams per
year - to anyone prepared to revive^{c)} it with the means given him by
God's grace and bounty. The piece of land will be held by him, and
his children after him, for the length of this period, and will then
revert to the pious foundation governed by the original conditions,
under which...our elder and notable Isaiah ha-Levi...son of...our
eminent grandee Mīshā'ēl^{d)}... - may the memory of the righteous be
blessed - donated it. We have agreed to this lease, because it is
to the benefit of the holy shrine that its neighborhood be under cul-
tivation.^{e)}

Then we all consented to lease the place to the noble elder R.
Abraham ha-Levi...the Crown of the Levites, the Delight of the
grantees, the Friend of the heads of the Academies, those far away
and those near...the man whose advice is sought by them and by us,

may our God preserve him and his only son... There was complete and free agreement in this matter on our side, and we do not permit anyone to raise objections. We all concurred and the signature of everyone of us is on this document. This was the right thing to do, and we insist on carrying it out. We give a free hand to the lessee of this piece of land to revive^f) it in any way he sees fit, and there will be no claims against him, or disputes with him, during this period, since we have confirmed this legally. The lessee has the right to sow this land and to install an irrigation wheel in it, during this period, according to his means. And Peace! All is valid and confirmed.

(As the manuscript contains no signatures, it obviously represents a copy or, perhaps, a draft. Despite its strong wording, the extremely favorable conditions granted to the lessee in the document possibly gave rise to opposition.)

Notes

- a) Literally: "the wall (Ar. bīr), the spring (Hebrew ma^oyān)." 369
- b) Literally: "Its fortress" (hign). The place of pilgrimage was surrounded by a high wall, as we know from literary sources (see ATaS 155 ff). From here we learn that, in addition, it possessed a little fortress or watchtower.
- c) The word used in the original here and below, amar, means both to erect a building and to put land under cultivation. Considering the long term of the lease, the stipulation most probably refers to the erection of buildings. Their hope was, perhaps, that the neighborhood of the holy shrine would thus become less lonely. As an afterthought, at the end of the document, the lessee was permitted to use the site for agricultural purposes only.
- d) This man was of an ancient family and the grandfather of Maimonides' wife (see ATaS, p. 157).
- e) Or: built up (see Note c).
- f) See Note c.

1st 2' 3/4 9' 2 1/2
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 3rd 2' 3/4 9' 2 1/2
 4th 2' 3/4 9' 2 1/2
 5th 2' 3/4 9' 2 1/2
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 99th 2' 3/4 9' 2 1/2
 100th 2' 3/4 9' 2 1/2

see small card

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Then we all consented to lease the place to the noble elder R. Abraham ha-Levi...the Crown of the Levites, the Delight of the
grantees, the Friend of the heads of the Academies, those far away
and those near...the man whose advice is sought by them and by us,

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