

1. Foreigners Conclude a Partnership in a Weaving Workshop

(Fall, 1086)

This calligraphic document was not completed probably because the scribe skipped over one or several lines while copying the conditions for the termination of the partnership.

The sum of 65 dinars is far too large for the purchase of the materials needed by one weaver. Therefore, we must assume that the workshop in question comprised several workers, either as employees or as partners of the manager. The interesting condition that the manager was not permitted^{ing} to sell to private customers, but only to clothiers accredited on a bourse, also seems to indicate that ^{this} ~~the~~ establishment ^{one} ~~concerned~~ was of considerable size. The ratio of the investments made (3:10) and certain other conditions again show how variegated and optional the forms of partnership were at that time.

The two partners were probably compatriots, namely Palestinians who had emigrated to Egypt. The manager is expressly called ^a Jerusalemite, and the name of the investor's father, Muvhār, is nothing but a Hebrew translation of Arabic Mukhtār, "the chosen one," which was common among Jews in Syria and Palestine, but not in Egypt. A Ṣedāqā b. Mukhtār is indeed referred to in a fragmentary letter from Tyre, written about twenty years prior to the date of our document.¹ It is well known that, after the devastations of the 1060's, the Egyptian government tried to attract people with capital from Palestine and Syria, see Med. Soc. I, p. 269. On the other hand, many fled from there in the wake of the Seljuk invasion.

The ḥāvēr, or member of the Jerusalem Yeshiva, Ṣedāqā b. Muvhār made an important deposition in the rabbinical court of Fustat in April, 1076, signed there a document in Jan., 1081, and was one of the signers of the

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often discussed marriage contract of the nāsī David b. Daniel in Jan., 1082, which shows that, by that time, he was already a prominent citizen.² He concluded the interesting "insurance partnership" in favor of his two minor daughters, described in Med. Soc. I, pp. 175-176; ^{this} probably ^{occurred} in his old age. For the time being, TS 20.110, the document translated here, is the latest dated legal action recorded in his name.

The manuscript is damaged in many places, but the text can be restored almost completely. See also Med. Soc. I, p. 363, App. C, Sec. 5, TS 20.110.

This deposition was made before us, we the undersigned witnesses, on
3-day, which is the 3a day of the month of Elul of the
year 4846 of the Creation of the World,⁴ in [Fustat], Egypt, situated on the
Nile river. Thus it was:

There appeared before us h.[g. h., M.] R. Sedāqā, the hāvēr, the wise
and prudent, son of h. g. h., M. R. Muvhār [m. E.],⁵ and M. Nethanel, called
Hibat Allah,⁶ son of Yeshū'ā, the Jerusalemite, and thus [they said to us]:

Be our witness and make the symbolic purchase from us as from now, in
all terms conveying rights, write [and sign] two copies and give to each
of us one copy to be in his hand as [a title of right and a proof], as follows:

According to our own choice, without constraint or coercion, but out of
our heart's desire we declare [herewith] in front of you that we have asked
God, may his name be exalted, for guidance, whereupon we con-[cluded] a
partnership, I, the said Nethanel, having put down 15 dinars, being my own
property, and having received [from] my partner, M. R., the said hāvēr Sedāqā,
50 dinars of true gold of excellent quality, our total capital thus being
65 dinars of true gold of excellent quality,⁷ on condition that I do work
in the weaving industry and sell to the clothiers in the qaysāriyyas⁸
for cash or credit
~~according to weight and granting delay in payment.~~⁹ [Whatever] profit God,

(for cash or credit)?

נאסף אל יסף

break up into
shorter
sentences

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may his name be exalted, will grant will be divided between us in equal shares. None of us will get even one penny more than the other.

On condition^{also} that I exert myself and shall be diligent and faithful in all that I undertake in matters of this partnership. I stand security with all my property for this partnership, as long as my partner the h. g. h., M. R. Sedāqā is agreeable and prepared to continue the partnership between us. If, however, he prefers to dissolve it (... ^{But}¹⁰ if I wish to withdraw,) I must return him his capital in cash in consecutive payments within two months from the date I shall demand that.

If, God forbid, there will be loss of capital, it also will be borne by us in equal shares. The entire previously mentioned capital investment of 65 dinars is in my hand, I, the said Nethanel; my said partner has not one penny of it. Whenever I shall take out something for my personal expenses, I shall deliver the same sum to my partner, the said hāvēr, M. R. Sedāqā. I also accept him as trustworthy, counting like two witnesses admitted in court with regard to any declaration of his concerning my use of the capital and other matters.

(Here the scribe became aware of his mistake and broke off in midst of the line.)

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NOTES

- 1) TS 12.331, a letter by Israel b. Sahlūn dealing mainly with the book trade, addressed, no doubt, to Nahray b. Nissīm. The writer asks to buy for him a piece of clothing in Fustat and to send it to the store of the perfumer Abū Ghālib Ṣedāqā b. Mukhtār (verso, ll. 2-4). Since Israel b. Sahlūn (more frequently called b. Nathan) lived for a long time in Jerusalem, it is likely that the store referred to was in that city, and not in Tyre, where Israel visited only occasionally, and from where, as he writes, he intended to travel to Damascus. See also n. 4, below.
- 2) TS 20.21 (1076). Bodl. MS Heb. b 3 (Cat. 2806), f. 2 (1081). TS 24.1 plus (1082). He signed also TS 8 J 4, f. 6, where, however, the date is not preserved.
- 3) It was customary to leave a blank space for the day of the week and the month, when there were certain points on which the partners had not yet reached full agreement.
- 4) This dating Ab Origine, and not according to the Era of the Documents, as usual in Fustat, also suggests a Palestinian origin of the parties.
- 5) Muḥār is referred to as dead already in the document of 1076, see n. 2, above.
- 6) Both the Arabic and the Hebrew mean: "gift of God."
- 7) The usual "of Fustat coinage" is omitted, possibly because the contractors had brought with them dinars coined in Ramle, Acre, or other cities outside Egypt.

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- 8) About these buildings and their economic function see Med. Soc. I, p. 194, and Index, s.v.
- 9) Granting delay in payment, usually for two months, was common business practice. It was, however, necessary to emphasize this detail, because other partnership contracts stipulate cash payment, *only*.
- 10) The scribe, who copied from a draft, ^{*at this point*} skipped here over one or several lines, which probably finished with the same word (homoio-teleuton), and ~~did~~ ^{*ed*} thus fail ^{*in*} to provide the stipulations for ~~the~~ ^{*major*} case the partnership was terminated by the ~~capitalist~~ ^{*omit?*} investor.