

Partnership with a Freedman

~~(Around 1100)~~

1092

The beginning

end in 874 & 12

T.-S. N^o 3, J 6

~~(Although the beginning and end are missing, all the essential stipulations of this contract are preserved. It is interesting for a number of special traits. The two partners who provided most of the capital are well-known from other Geniza documents. Ulla ha-Levi is mentioned in about thirty items, ranging in date from 1084 to 1117, and his partner Yahya is referred to in documents dated between 1087 and 1121. The numbers given in our contract in words are rendered here in numerals.)~~

...A total of $155\frac{1}{3}$ dinars, three quarters^{a)} of which, namely $116\frac{1}{2}$ d., provided by M. Yahya ha-Kohen and one quarter by M. Ulla ha-Levi, son of R. Joseph - m(ay his end) b(e blessed), to the amount of $38\frac{1}{2}$ and $\frac{1}{3}$ d. I, Bishara the freedman, contributed, out of my own capital, 20 d., which makes a total of $175\frac{1}{3}$ d. For the sums belonging to M. Yahya ha-Kohen and M. Ulla ha-Levi, I bought indigo costing 145 d. and tamarisk galls^{b)} for the price of $10\frac{1}{2}$ d., while I, Bishara, bought here in Egypt whatever I saw fit for the twenty dinars, my share in the partnership.

I shall take with me all these commodities, which were purchased for $175\frac{1}{3}$ d., to Aleppo and Antioch and their environments - to no other place, as stipulated by my partners. Likewise, they have imposed on me the condition - and I have accepted it - that I shall sell only against cash, neither against cash promised^{c)} nor shall I grant a respite. I shall buy in those places whatever God - may His name be exalted - gives the opportunity to purchase and transport it to (Egypt). All the expenses made with regard to these goods will be returned to me, while my

Partnership with Freedman

-2-

personal expenses will be refunded in the proportion of these goods to the total of merchandise handled by me. Of the profit made through Heaven's mercy, two-thirds will go to M. Yahya ha-Kohen, son of R. Samuel, m(ay he rest in) E(den), and M. Ulla ha-Levi, son of R. Joseph, who will divide their share in proportion to the capital invested by them, and the remaining third will belong to me, Bishāra the freedman.

Finally, I, Bishāra, promise from now on to act concerning all details of this partnership in honesty before God, I shall nothing conceal from my partners, nor deprive them of anything, whether openly or secretly, not even of the worth of a penny. M. Yahya ha-Kohen and M. Ulla promised to M. Bishāra...

(Here the manuscript breaks off. As is known from similar contracts, the partners promise to trust the agent, as one trusts the deposition in court of two honest witnesses, and not to impose on him an oath under any circumstances.)

This is followed
by 138 a

Notes

- a) Even here, the document has: "one half and one quarter," (see p.).
- b) Still used in the Near East for the preparation of collyrium and of colors, as well as a medicament against dysentery and hemorrhage (see M. Meyerhof, Un Glossaire de Matière Médicale composé par Maimonide, Cairo 1940, p. 100, and M. A. H. Ducros, Le Droguié Populaire Arabe, Cairo 1930, p. 32. Ar. ^cadhba, which the Arabs regarded to be the fruit of the tamarisk (see also Dozy, Supplement II, p. 206a), while it is in fact a gall developing on the tree).
- c) Literally: "absent cash."