

²
20. Statement about a Dissolved Partnership in a Bank

(This carefully written page certainly accompanied a letter of mandate in which the writer empowered an attorney to claim a certain sum from his former partners. Our page does not contain the names of these partners nor does it make mention of the exact sum claimed by the writer. It is an explanatory statement, the like^s of which used to accompany a power of attorney.

There are several points in this document which deserve attention. Six years had passed since the dissolution of the partnership. For reasons certainly stated in the power of attorney (such as a journey to India or a persecution requiring a person to go into hiding) no claim had been submitted to a court thus far. The statement seems to assume that, with one partial exception, the loans given before the dissolution of the partnership were still outstanding. Since the loans had been granted by the partners "sitting" in the office without consulting the writer - which was against the stipulations of their contract - they alone were fully responsible for any losses which might have resulted from their action. It is noteworthy that the persons to whom money was lent were either Muslim or Christian.

Since Būra, a locality near Damietta, is mentioned twice, and the loans granted to persons in the latter city form the main object of the statement, it is feasible that the bank concerned had its ^a seat there. Our document most probably was written in Old Cairo, but for some reason or another was regarded as insufficient and was not sent on with the attorney who was entrusted with the case. Thus it found its way into the Geniza. The script belongs to the first half of the thirteenth century.)

- 2 -

Statement about a debt of three hundred dinars owed to a number of partners as contained in a p(artnership's) account book.

Two out of the partners, namely Abu 'l-Ḥasan, son of Abu 'l-Faraj, and Khalaf, son of Ḥasan, withdrew. The rest of the partners, who were fixed in the office¹ stood security for their share in the total of the said three hundred dinars, which were comprised in the account book and lent to certain specified persons. It was they (the stationary partners), who took the money out without my permission, I, Abu 'l-Ḥasan, son of Abu 'l-Faraj.

Of the sums thus taken out, the partners received back eighteen dinars from Abu 'l-'Alā', son of Abu 'l-Ṣidād of Būra, and again three dinars.

The account from Damietta, as contained in the book, was as follows:

Jalāl al-Dawla ("The Splendor of the Government"), the director of the Ṭiraz² workshop, owes fifty dinars.

Muntaṣir of Būra - twenty five dinars.

Fakhr al-Dawla ("The Glory of the Government")³ - five hundred dirhems.

The rest of that quantity of money has been dispersed in different localities. They took it out with their own hands without my permission and without consulting me, for⁴ we used to come only occasionally to the office, while they sat there continuously.

When we withdrew, they took upon themselves the responsibility for all that belonged to us according to the account book and charged it in its entirety to those who had entered the partnership besides us. Six years (have passed) since we withdrew, during which period I was kept busy with myself.⁵

- 3 -

NOTES

- 1) Literally: storeroom or warehouse, makhzan, cf. Dozy Supplement, I, p. 369, line 10 (according to a nineteenth century Algerian dictionary).
- 2) Government workshops for the weaving and embroidering of textiles bearing the name of the ruler, cf. EI¹ s.v. Ṭirāz (A. Grohmann). Damietta was known as the seat of such a workshop, cf. the article referred to.
- 3) Many Jews bore titles composed with the word dawla, government, but the combinations appearing here have not yet been found in the Geniza with regard to Jews. Moreover, the director of the Ṭirāz workshop used to be one of the highest dignitaries, cf. the article mentioned in the previous note.
- 4) "We" may refer either to the writer together with the other partner who withdrew from the partnership, or to the writer alone.
- 5) Explanation why the claimant had not applied to a court before.