Introduction

The case under review relates to tribal customary partnership in sheep and should be treated as ṣudila partnership with some complementary details. The First Party invests money in buying sheep of good quality and places them at the disposal of the Second Party. The latter undertakes to fulfill all the tasks involved in sheep rearing, to pay all the expenses involved from his own pocket, and to be liable for any damage or death caused to the sheep.¹

¹ Cf. Glossary, s.v. ṣudila; doc. 60 above.
In the name of Allah the Merciful the Compassionate

CONTRACT OF PARTNERSHIP (SHIRĀKA) IN SHEEP

First party: Sharārī [Abū Qāʾid] Muḥammad al-Aʿraj
Second Party: ʿAbd Muḥammad ʿAlī al-Qunbur

The parties hereby agree (qad iltafaqa {ittafaqa}) to establish a partnership (shirka) in white sheep (ghanam bayād) on the following terms:

The First Party hereby places one hundred (100) sheep (naʿja) [5] the value of which is 750 dinars in current coin (ʿumla dārija) at the disposal of the Second Party.

The Second Party shall fulfill all the different tasks involved in the sheep rearing in return to the First Party's [investment of] his good money (khayr al-māl), provided the [aforementioned] amount is paid for sheep of good quality.

The Second Party shall have no right to sell any sheep of advanced age [out of the said flock] (al-ghanam al-zahar) without his consent [i.e., of the First Party].

If the Second party fails (ʿajaza) to fulfill the tasks of sheep rearing, the sheep shall be returned to the First Party.

Payment (sadād) [of any expenses pertaining to the sheep rearing] shall be made only out of the produce [such as milk, wool] (nātij) of the sheep themselves, and [the Second Party] will be liable for any damage (darar) caused to the sheep [as well as] death of any of the original number (raʾs) [of the sheep].

All this is hereby agreed upon between the parties.

Allāh stands beyond intention (qasād); He prospers (muwaffiq) [those who act in good faith].

Certifying the contents [of the agreement] as true: Sharārī Muḥammad al-Aʿraj [The signature of the Second Party is illegible]

Witness: [The signatures of the witnesses are missing]