

I, 13 *Letter from Joseph Lebdi to Ḥasan b. Bundār*

Fustat, 1098

Bodl. MS. Heb. d. 66 (Cat. 2878), fols. 66, 67

This text begins on fol. 66v. On recto is the text of I, 12. For an abbreviated translation see Goitein, *Letters*, 177–81.

As Lebdi emphasizes, this letter to the representative of merchants in Aden was sent not of his own free will, but on the basis of an agreement reached in court (fol. 67, margin, line 1, verso, lines 13–17). This is a draft and not the original letter. It is in the hand of the court clerk Hillel b. Eli and forms part of the dossier of the case, as the format of the paper proves: book-size, similar to all the preceding records (ca. 18.5 × 13 cm.), and the fact that it starts on the reverse side of I, 12. But this letter was written long before August 18, 1098, for already in I, 10–11 (June), the arrival of a court-approved messenger appointed by Ḥasan b. Bundār was expected. The record of the session mentioned here repeatedly has not been identified. It is likely that it took place immediately after the sad tidings had arrived in Fustat that most of the pepper shipped from India for Jekuthiel and Lebdi had been lost on its way to Aden.¹

In the middle of fol. 66v, line 19, a sign sends the reader to two lines written on the right margin, followed by two others written on the top; a similar addition is made on fol. 67, line 10. Otherwise, changes are remarkably sparse. The court clerk was thoroughly familiar with the case.²

¹ Why then, was the record of the session of August 18th written on the reverse side of this draft, which was made months before? Paper was expensive. When Hillel had to write a short note (17 lines) about a session, which anyhow was inconclusive, he used the blank side of the leaf. {The order of other documents in the notebook is also irregular: I, 5, I, 6, I, 8, I, 15.}

² In most of the letter Ḥasan is addressed in the third person; see page 201, n. 21, below. In order to avoid misunderstandings in our translation mostly the second person is used.

Translation

[Fol. 66v] (1) *In Your name, O Merciful.*

(2) Previously, a letter had been sent by me // to your noble excellency //³—may God lengthen the life of my lord, the illustrious Sheikh (3) Abū ‘Alī, my master and lord Japheth,⁴ the esteemed and honored elder, (4) the Leader of the Congregations,⁵ may He always support, elevate, and strengthen you, (5) and crush your enemies!

The content of that letter, after you will have taken cognizance of it, relieves me (6) from repeating its details here. (7) It is difficult for me to describe to you—may God protect your honored position!—(8) the bickering and quarrels I have had to endure from Sheikh Abū Ya‘qūb al-Ḥakīm (9) with regard to the goods I had carried with me for him, the choice part⁶ of which I left (10) with my lord; namely, the small pieces of silver, (11) seven in number, whose weights were indicated by al-Ḥakīm, (12) (as mentioned) in my previous letter;⁷ [[and the bag of copper]] the bale of lichen, (13) weighing 400 *manns*; the bag of copper—(14) 110 pounds; (15) dodder of thyme—(16) 10 *manns*; all according to him, and a small container with scammony.

What took place (17) between him and me your excellency is too illustrious to hear. However (18) those who will arrive from here at your place—may God make your honored position permanent!—will tell you what (19) happened. [Margin] (1) I have granted him an advance of 100 dinars for these goods until their proceeds arrive. But after these

³ Added above line 5. The letter referred to is preserved for us in the cancelled copy I, 14.

⁴ The biblical name Japheth (Genesis 6:10), which was regarded as derived from Hebrew *yāfē*, ‘beautiful,’ is used as the Hebrew equivalent of Ḥasan, which also means beautiful. {The byname of Ḥasan is Abū ‘Alī. Saadya Gaon translates the Hebrew *yafī*... *li-yefet* (“May God enlarge Japheth”) in Genesis 9:27: *yuh̄sin*... *li-yefet* (“May God be charitable to Japheth”), associating *yuh̄sin* with *ḥasan*.}

⁵ That is, head of the Jewish communities of Yemen. ‘Leader’ renders here Hebrew *saḥ*, which has many facets of meaning; see Goitein, *Med. Soc.*, 1:76–77.

⁶ Arabic *‘ilyathū* (spelled with one *y*). The same word is used in I, 1v, line 11, where two *yy*’s are written. They might express the consonant *y* (as opposed to *ī*, which is written with one *y*), rather than the pronunciation *‘aliyyathū*. In I, 1v, Lebdi speaks of the *bazz*, the textiles, not of the total of goods, as here. {In *Letters*, 179, Goitein translates ‘part.’}

⁷ See I, 14, lines 1–3. The list that follows is identical with the data provided in I, 1.

settlements (2) had been reached between us, we both⁸ turned to arguments and wrangling until [Top] (1) it led to lawsuits. Finally, *upright* (2) *elders* intervened, suggesting several matters {add: details of which will follow} according to which today [[the . . .]]⁹ an agreement was reached ([Fol. 67] (1) to the effect that I should write to your excellency, my lord, the sheikh, as follows: Please list (2) all the proceeds from the aforementioned goods (3) belonging to Sheikh Abū Ya'qūb the Doctor, including (4) what was salvaged of the 50 *bahārs* (of pepper), on the payment of which (5) my lord had given me respite {alt. tr.: against which you, my lord, had given me an advance}, for I had assigned to him in my heart¹⁰ (6) 15 *bahārs* out of these. My lord, do me a favor. (7) List all this. From the total, (8) deduct all that is mine, namely 100 good (9) Egyptian dinars, in return for the 100 dinars which I advanced him (10) here <<(1); subtract also 11½ dinars (2) from the proceeds of the aforementioned goods¹¹>> and hand over the balance to your representative. (11) Please oblige me in this matter, as is your usual good practice with me (12) at all times. I know well that I am causing (13) your excellency much trouble and feel very bad about this {lit., 'trouble and am disturbing you with this'}. But (14) it is not my fault. I am forced to do so.¹² (15) The account to be handed over to your representative (16) should be made out as {alt. tr.: When your representative collects, what he is to collect, it should be registered in} a *deposition in court*¹³ in the assembly of *the elders*¹⁴ and signed by (17) them.

⁸ It is remarkable that Lebdi blames here himself together with the 'Doctor.' The two probably had been good friends and had been known as such when Lebdi visited Aden.

⁹ Lebdi intended to give the date of the day; but on second thought, preferred not to do so. It was probably added in the clean copy. This first intervention of 'the upright elders' anteceded the one mentioned in I, 10–11.

¹⁰ See I, 7, lines 15–17.

¹¹ See n. 16.

¹² Rendering exact accounts appears to us as a minimal requirement in all business relations. But *asking* for an account was regarded in those days almost as an insult, a veiled expression of mistrust; see Goitein, *Med. Soc.*, 1:204–5. The matter was compounded here by the demand that the account should be confirmed as being correct by the merchants' court of Aden.

¹³ Hebrew *ma'ase*, 'act,' namely, taken in court. Many records begin with this word. {The basic meaning of *ma'ase* here is a document testifying to a ruling or agreement (or other legal action) in court. See the literature in Friedman, "*Ma'ase*," 193, n. 2.}

¹⁴ The 'assembly of the elders,' *maḥḍar al-zagānim*, is obviously identical with 'the court of Yemen and India,' I, 10–11, n. 1 {see the addition to that note on the uncertainties concerning such a court; *maḥḍar* also means 'official report'}. Together with the account, Ḥasan's representative was expected, of course, to bring with him, in cash or kind, the proceeds from the sales of the Old Cairo merchants.

I wish to inform you also that it was established *in court* (18) that, of the proceeds (from the Doctor's goods) in your hands, my lord, 100 dinars (19) plus the 11½ dinars paid by me for {alt. tr.: if the sum . . . equals an amount of 100 dinars and the 11½ dinars, the remainder of} the copper,¹⁵ transport expenses (20) of three dinars,¹⁶ and five dinars for each of the 15 *bahārs* of pepper, are {alt. tr.: it is} mine. (21) All that is above that total is his; all that is less is mine {alt. tr.: If it is more, the excess belongs to him; and if it is less, it is mine};¹⁷ he is not responsible for it. [Fol. 67v] (1) Even if everything perishes, it is not his loss, and he is also not obliged to return the 100 (2) advanced to him. //This is stated expressly *in the record of the court*. //

Now, my lord, exercise your usual circumspection (3) in this entire matter—may I never be deprived of you and never miss your favors! (4) May I ask your excellency to examine—with the enlightenment of God, the Exalted—the case of the 50 (5) *bahārs* of pepper and to divide the proceeds from what has remained of them between me (6) and him (Abū Ya'qūb) in accordance with our shares in them, namely, 35 (were bought) for me (7) and 15 for him. What has remained {lit., 'salvaged of them'} should be divided proportionally. (8) Please explain {alt. tr.: describe} everything in detail.¹⁸ Also: (9) the proceeds from the *btrwh* (cast)¹⁹ copper belong to Sheikh Abū Ya'qūb, (10) not to me.²⁰ Clarify this²¹ and copy for your representative all (11) the assets noted in your account

¹⁵ See I, 1, lines 18–19, and I, 7, lines 20–21, and I, 14, line 42. The hammered copper was not selling in India. Lebdi sold the hammered copper sent with him by Jekuthiel and bought cast copper and paid the difference in the prices, 11½ dinars. {Arabic *bi-qadr . . . faḍlat al-naḥās*.}

¹⁶ The expenses detailed by Lebdi in 6–7, amounted to 23 dinars, while Jekuthiel had given him 20 dinars for that purpose. See I, 6–7.

¹⁷ {I.e., the shortfall will be born by me. The alternative translations in this paragraph follow Goitein's (earlier) Hebrew edition, which in my opinion is preferable here.}

¹⁸ When pepper was salvaged after a shipwreck, the various sacks were sold for very different prices in accordance with the damage done to them. Moreover, proceeds were mostly sent in goods, not in cash, which also required much detail.

¹⁹ See I, 14, n. 1. This Indian word is spelled in III, 18, sec. b, line 3 (which was written in India), *btrw*, without *h*. {For the spelling *btr*, see 260, n. 6. Al-Hassan & Hill, "*Ma'din*," 971a: "A cheaper quality of alloy was called by al-Birūnī *bitrūy* and by some authors *rūy*. This was a kind of bronze alloyed from copper and lead."}

²⁰ Lebdi emphasizes this to preclude confusion. His own expenses for the cast copper have already been noted above, fol. 67, line 19.

²¹ As from here Lebdi dispenses with all the courtesy observed thus far. He addresses Ḥasan b. Bundār in the second person singular, omits all the honorific titles and phrases, and gives outright orders. He obviously got impatient and felt that such a direct approach was more effective {or that the courteous phrases were superfluous in a draft copy}.

book²² in favor of the aforementioned, and have it certified after (12) deducting the expenses for customs and commissions. And buy me goods for the 100 (13) dinars²³ and send them with whomever you choose, however you deem fit,²⁴ (14) [[for I]], and make an effort that the goods for 100 dinars be (15) either pepper or lac, whatever you regard (as more profitable), and inform about this— (16) I mean, at the time you send them—some of our coreligionists²⁵ and not (17) less than two.²⁶ *And Peace.*

²² {On use of a merchant's account book (*daftar*) as legal evidence (also I, 14, line 5), see the discussion in Goitein, *Med. Soc.*, 1:209; Gil, "Merchants," 284 ff. The practice is discussed extensively in Jewish legal literature from the Gaonic period and is already mentioned in M. Shevu'ot 7:1. For additional examples, see I, 39, II, 20, lines 41–42, II, 35, line 24.}

²³ Short for 100 + 11½ + 3 dinars; see fol. 67r, lines 18–20, above.

²⁴ By land or by sea. See I, 14, n. 3.

²⁵ {Arabic *aṣḥābunā*. The word *aṣḥāb* (singular: *ṣāhib*) has a number of meanings, including 'friends.' The Jews who wrote Judeo-Arabic called fellow Jews: *aṣḥābunā*, lit., 'our friends.' Examples in the documents of this book and elsewhere abound. In most cases, it can be stated unequivocally that coreligionists and not other 'friends' were intended. See, e.g., II, 32, lines 42–44, where the writer requests that gold and silver be sent with merchants who are *aṣḥābunā* or with others (Gentiles), known to be reliable; II, 48v, lines 33–35, a wish that God will resurrect a group of *aṣḥābunā* who drowned "together with the pious of Israel." Amir Ashur calls my attention to Bodl. MS. Heb. c. 13 (Cat. 2807, no. 17), fol. 21v, which describes the enacting of a betrothal in the presence of three scholars "and a group of *aṣḥābunā*." I have not found this definition in the dictionaries. However, followers of a certain school (*madhhab*) in Islam are called in Arabic *aṣḥāb* of that school (e.g., Lane, *Dictionary*, 1653, *aṣḥāb al-Shāfi'i*). Accordingly, we conclude that followers of the same school were designated *aṣḥābunā*. Prof. Paul Fenton calls my attention to the fact that Moses Ibn Ezra refers to Rabbanite Jews as *aṣḥābunā* and to Karaite Jews as *khawārij* (Khārijites, members of the sect of dissenters). Similarly, in RNL Firkovich Jud.-Ar. II A 1119 (ed. Fleischer, "Al-Ḥarīzī Supplements," 218), Judah al-Ḥarīzī refers to the Rabbanites as *aṣḥābunā*, in contrast with the Karaites. Rabbanite Jews did, however, refer to Karaites sometimes as *aṣḥābunā*, e.g., TS 13 J 27, f. 5 + TS 13 J 13, f. 13, line 26, ed. Gil, *Palestine*, 2:573. In II, 71v, line 5, the Hebrew equivalent *havērenū* was used; see below, 536, n. 34.}

²⁶ Because of the general insecurity it was customary to provide acquaintances traveling to the destination of one's shipments with details about them in order to inform the addressees. In many Geniza letters travelers render such services. Coreligionists were preferred, since they would anyhow meet the prospective recipients in the common house of worship. {Many of the Jewish traders, whose papers found their way to the Geniza, trusted Gentiles less than Jews; see II, 46, line 3. Suspicion was obviously mutual.}

{I, 13a *Letter from Joseph Lebdi to Ḥasan b. Bundār*

Fustat.1098

JRL B 6028

This small fragment, not part of the original India Book collection, contains on recto part of the beginning of a letter, evidently written by Joseph Lebdi to Ḥasan b. Bundār (the two are named on verso) and concerning the court case between Lebdi and Jekuthiel (named on recto). Ḥasan is requested to confirm Joseph Lebdi's claims concerning various commodities, which are mentioned repeatedly in the documents concerning the suit between him and Jekuthiel. The letter is penned for Lebdi by the court scribe Hillel b. Eli, who seems to have written a summary of the contents on verso. Accordingly, the fragment appears to come from a copy or a draft of the original that was kept in the dossier in Fustat. If I have deciphered correctly the text of line 3, *aṣḥābūnī*, 'they sent with me,' this confirms that Lebdi carried goods with him sent by at least one other merchant besides Jekuthiel.¹

¹ {On Joseph b. Solomon al-Qudsi, for example, see I, 10–11.}