

bahārs and requested you to send the 50 *bahārs* of [pepper...together] (28) with all the goods I had left with you²¹ [in your warehouse...] (29) to Dahlak, if you could do so;²² and if this is not possible, you should let [me know...] (30) whereupon I would come and carry with me my own goods and those belonging to Sheikh Abū Ya'qūb al-Ḥakīm, [may God preserve his honored position!]. (31) Your precious letters with messages befitting you, reached me, saying: [When your pepper will arrive] (32) *in safety*, then your merchandise will get to Dahlak even before your arrival there. I put my trust in [—God, may His name be exalted!—] (33) and in my lord,²³ and sent with //the son of// the *nākhudā*²⁴ and the first mate²⁵ [Ibn al-Dabbāgh²⁶...] (34) and 60 pieces of steel and less than 70 sieves to my lord, but lea[rned that...] (35) Ibn al-Dabbāgh... as my lord also knows, and the shipment perished.

²¹ During his stay in Aden, Lebdi had made many purchases since he had already planned not to return to that port on his way home.

²² That is, if travelers were found willing to transport those goods. Line 32 shows that such persons were indeed available in Aden at that time.

²³ {The space of ca. three letters in the manuscript at this point suggests that the writer may have intended to finish a paragraph here.

²⁴ For the meaning of this term, see Introduction IIIA.}

²⁵ Arabic *ashtiyām*. {Probably vocalize *ishtiyām*. In his Hebrew edition, Goitein translated: officer of passangers. See *Lisān al-'Arab*, 12:319; Lane, *Dictionary*, 1503. The word *ishtiyām* appears in the Talmud, 'Avoda Zara 41a, and is mentioned in Gaonic literature. See Sokoloff, *Dictionary JBA*, 126. When studying this word, attention should be called to its use in both Arabic and Jewish sources. TS AS 146, f. 26, a narrow strip from a letter, which may deal with the India trade, has on the margin one word: *al-ishtūm*, which is perhaps another form of *ishtiyām*.}

²⁶ Ibn al-Dabbāgh ("Tanner") is mentioned in line 35.

I, 15 *Statements about Collateral Given by and Returned to Lebdi*

Fustat, after February 22, 1098

ULC Add. 3420, f. 2

This is recto (!) of the second leaf of what was evidently a bifolium that ULC Add. 3420 comprises. Goitein has cited this side as ULC Add. 3420c. Verso (!) contains the text of I, 15. ULC Add. 3420, f. 1 contains the text of I, 3.

The first and last of these three entries are written and signed by Nethanel b. Japheth, who had also written I, 3. Omissions and other irregularities¹ prove that the busy merchant had become impatient with this new complication of Lebdi's affairs.

In I, 3v, lines 3 and 10, Lebdi, who owed Jekuthiel 40 (= 4 + 36) dinars from a deal in indigo, promised to pay him partly in cash, and mainly by redeeming a promissory note signed by the latter. Until these payments were made, Lebdi had to provide collateral, probably because he was a foreigner, who was expected to leave the town; see I, 16v, lines 4–5. He delivered a silver tray to Eli the *Parnās* (social welfare official), one of the two standing 'trustees of the court' at that time.² When another merchant³ laid a claim on that tray, Lebdi deposited,⁴ with the approval of the court, 44 pieces of gold jewelry, large and small, weighing a total of 50 *mithqāls*, with Abū 'Amr⁵ Shela b. Japheth, not known otherwise as a trustee (lines 1–9).⁶

¹ {In association with irregularities in the writing, I call attention to use in lines 4, 6, of *dhal*, a vulgar Egyptian form for *dhālīka*; see Blau, *Grammar*, 63.}

² His full name, with which he signed entry one, was Eli ha-Kohen b. Yahyā. About him, the other trustee, 'Ulla ha-Levi (n. 7, below), and the offices of *parnās* and trustee in general see Goitein, *Med. Soc.*, 2:78–81. {For the *ṣiniyya*, tray, see Goitein, *Med. Soc.*, 4:144–45; cf. Sadan, *Mobilier*, 94; id., "Clerks," 43, n. 63.}

³ Abū Sahl Manasseh b. Judah, known from contemporary documents, e.g., TS 10 J 5, f. 6 (written by Hillel b. Eli), TS NS 150, f. 155v (in the hand of Hillel's son-in-law Ḥalfon b. Manasseh). The tray probably formed part of the price owed by Lebdi to Manasseh for half of the house purchased for him. See I, 23. {Also see the next note.

⁴ As the text stands, it would seem that Abū Sahl Manasseh made the alternate deposit. If so, we can assume that for some reason he had deposited the tray with Lebdi but did not want it transferred to others.

⁵ The name could be read 'Umar as well.}

⁶ Shela b. Japheth might have been identical with a merchant of that same name who farmed out the taxes on silk in the Delta town of Sammanūd (TS AS 149, f. 14). {Perhaps he is the late Shela, whose son Japheth and widow Amat al-Qādir invest in the India trade (VI, 5).} He had been asked to act as trustee, probably because Eli was about to leave the city, while the other trustee was momentarily absent. Only two objects, a tiara, *ṣāba*, and a wristband, spelled here *tasdaynaq* (usually *dastaynaq*, from Persian

In the second entry, written in a different hand and unsigned, Abu 'l-'Alā' Šā'id,⁷ the other trustee, receives these objects and stands security for 36 dinars due⁸ to the Qadi, until Lebdi would make good his promises (lines 10–12).

After this was done, Lebdi gets his collateral back and releases Šā'id in court from any responsibility for it (lines 13–16).

As in I, 3, Isaac b. Samuel, one of the two Jewish chief judges in Fustat, signs the first and third entries together with Nethanel. The handwriting in the second entry is that of Abu 'l-'Alā', who received the collateral, wherefore no signature was needed.

These clumsy procedures were necessitated by the constant scarcity of specie. The merchants tried to keep all their assets in goods in order to be able to avail themselves of the opportunities of an ever-fluctuating market. On a sum of 36 dinars, a family could live for a year and a half. Even a well-to-do merchant did not keep such an amount unused, hence those endless procrastinations of payments. The institution of certified trustees eased the relations between creditor and debtor not only within a religious community but, as we see here, also beyond those boundaries.

dast, hand {see Goitein, *Med. Soc.*, 4:219–20} are mentioned. The number 44 refers to the pieces composing those two ornaments, which probably once formed a part of the trousseau of Mrs. Lebdi; cf. Goitein, *Med. Soc.*, 3:180.

⁷ This is the Arabic name of 'Ullā ha-Levi b. Joseph al-Dimashqī (from Damascus), who is mentioned in this corpus also as a partner in a business venture in Yemen; see VII, 4. He appears in many court records as party or signatory, and numerous letters are addressed to him, for instance, II, 1 and VI, 13 {on him see Goitein, *Med. Soc.*, 6:119 (index).}

⁸ The text has "[[the]] 36 dinars," with 'the' correctly crossed out, for Jekuthiel owed the Qadi Abu 'l-Ṭāhir 40 dinars for Lebdi's indigo, of which four had already been paid; see I, 3.

B. *Lawsuit of Ibn Sughmār vs. Joseph Lebdi*

The first session of the court in Fustat dealing with this matter took place on 12 November, 1097, three days after the opening session of the case Jekuthiel vs. Joseph Lebdi (I, 1–2). It was preceded, however, by an appearance of Joseph before *ha-Rav* Nahray b. Nissīm, then the highest religious authority of the Jews of Egypt. Nahray had received a letter of complaint against Joseph from Judah b. Moses Ibn Sughmār, a fellow Tunisian, who then lived in Alexandria and who was a prominent merchant, scholar and public figure, second only to Nahray himself.¹ Nahray had summoned Joseph to appear before him, but being involved with Judah Ibn Sughmār in a deal of oil, was afraid of a conflict of interest and left the handling of the case to others (I, 17).

The case itself is interesting in more than one respect. The nephew of Judah Ibn Sughmār, Moses Ibn Labrāt, Jewish judge in al-Mahdiyya, Tunisia, had delivered a considerable quantity of corals to Joseph Lebdi, for him to sell in Alexandria or Fustat; the proceeds were destined to serve as a gift for Judah.² Being unable to sell them in Egypt, probably because of their poor quality,³ he took them with him all the way to Nahrwāra, India, where he sold them and bought three flasks of musk. For these he received 13½ dinars in Alexandria, after his return to Egypt. Meanwhile, however, Lebdi had heard that Judge Moses had sequestered, as security for his corals, 10 Murābiṭī (Almoravid)⁴ dinars belonging to him, as well as silversmith tools and 10 dinars belonging to his brother. No doubt Moses had taken these precautionary measures after having learned that Lebdi had not sold the corals in Egypt but had carried them with him on the long and perilous voyage to India.

¹ Mentioned in countless letters and documents; see Goitein, *Med. Soc.*, 6:57 (index). {In his various writings Goitein, spelled the name Sighmār, with *i*. Since its plene spelling is Swgm'r (see Hirschberg, "Soghmār"; Gil, "Sughmār," 151, n. 2), I have adopted Gil's spelling: Sughmār.}

² The sum later obtained in this transaction, 13–13½ dinars, and, even more so, that of 100 dinars or so which David Ibn Sughmār claimed in court (see the note to I, 16, line 8) is unusually high for a mere gift. I assume Judah had possessed some share in a family house in Tunisia and had given it up for the benefit of his nephew Moses.

³ See I, 16, line 13.

⁴ The most solvent money available during that period. For its value as compared with the Egyptian dinar and the local issues of al-Mahdiyya, see Goitein, *Med. Soc.*, 1:235–36. The al-Mahdiyya dinar was worth at that time approximately one third of the Almoravid one.

The first session of the court in that matter, in which Moses was represented by his cousin David, concluded with the agreement that Lebdi would buy goods again for those 13½ dinars, and deposit them with a third party in Alexandria. He intended to travel to Tunisia where he would clarify matters. If Judge Moses had indeed taken the sums mentioned before, and would accept them as a payment for his corals plus profit, the goods deposited in Alexandria and the profit derived from them would belong to Lebdi, otherwise to Judge Moses.

The merchants, or at least, the Jewish merchants, preferred to commute between Egypt and Tunisia by sea, not by land.⁵ In winter, the sea was closed.⁶ When spring 1098 approached, it became doubtful whether ships sailing from Alexandria could get through to Tunisia. In 1087/8 the combined forces of Pisa and Genoa, supported by Amalfitans and Romans, had taken most of al-Mahdiyya by storm and ransacked the city.⁷ Subsequently, as the Muslim historian Ibn al-Athīr reports, the Normans, who had recently conquered Sicily, repeatedly attacked the coasts of Tunisia, and in 1096/7 rumors had it that a new combined Christian assault on Tunisia was in the making.⁸

Whether for this reason, or because he awaited news from Aden (I, 4–14), Joseph Lebdi did not travel to al-Mahdiyya in spring 1098, as he had intended. On the 8th of March a new agreement was made; see I, 18a and b.

⁵ Goitein, *Med Soc.*, 1:278–81.

⁶ Ibid., 316–18.

⁷ Idris, *Zirides*, 286–90; Baldwin, *Crusades*, 52–53.

⁸ Ibn al-Athīr's account is somewhat confused, but contains, according to Amari, *Musulmani di Sicilia*, 3:192–93, a kernel of truth; see Idris, *ibid.*, 290. The remark in I, 18b, lines 13–14, made in the court record dated 8 March 1098, "if the ships [sailing from Alexandria] get through... to al-Mahdiyya," seems to confirm Amari's surmise.

I, 16 Session of the Rabbinical Court of Fustat

Fustat, November 12, 1097

ULC Add. 3416

ULC Add. 3416 is a bifolium. This is leaf 1. Leaf 2r contains I, 18a and leaf 2v, I, 18b. Published by Gil, *Ishmael*, 4:71–73, no. 625.

Translation

Re: Joseph, the {Prominent} Merchant¹ from Tripoli, vs. Ibn Sughmār.

(1–3) Date and place. (4) Mr. David b. Mr. Joseph—*may he rest in Eden!*—sued Mr. Joseph b. Mr. David (5) of the Lebdiyya family {alt. tr.: known as Ibn al-Lebdiyya}, after David's attorneyship had been established in court, for the gift made to Sheikh Abū (6) Zikrī Mr. Judah, *the Chosen of the Yeshiva*,² b. Mr. Moses—*may he rest in Eden!*—*by our lord and master* (7) Moses, *son of his honor, our lord and master Labrāt, the Head of the House of the Masters* {alt tr.: *rabbis*}³—*may he rest in Eden!*—namely fifteen (8) units of corals, ten of the *shākh* ('branches') kind and five *diqq* ('chips').⁴

(9) When asked about this, Mr. Joseph said: "Concerning what he claimed,⁵ I do not know anything (10) whatsoever." Then Mr. David, the attorney, produced evidence, namely that (11) persons present *in court* said that when the letter of *our lord and master Moses, the judge*, had been read to him,⁶ (12) the (president of) *the court* asked him: "What do you have to say about this?" Mr. Joseph then replied:

¹ {For *al-tājir*, 'the prominent merchant,' see above, 27, n. 4.

² This title, *behīr ha-yeshivā*, which also appears in I, 36, was bestowed by the Academy on honorees. See Mann, *Jews*, 1:278, and Bareket, *Leadership*, 299 (index).

³ Aramaic *rēsh bē rabbānān*. For this impressive scholarly title, see Mann, *Texts*, 2:205–6, Ben-Sasson, *Qayrawan*, 222, Ginat, "Rosh Hasseder," 17 and Gil, *Ishmael*, 1:133.

⁴ According to Dimashqī, *Mahāsin al-Tijāra*, 17, the prices of corals fluctuated widely; the average price for a unit of 'branch' corals in Egypt was 20 dinars for first class quality and 12 for the ordinary quality. The 'chips' sold for 3–6 dinars. In view of this, the sum demanded by David Ibn Sughmār must have amounted to 100 dinars or so.

⁵ The quantities of 'branches' and 'chips.'

⁶ To Joseph Lebdi. As noted in I, 17v, line 5, the letter was read to Lebdi in a previous court session. {Though Lebdi had difficulty penning his signatures on letters and, as a witness, on legal documents (see above, p. 28, n. 8), this is not proof that he was illiterate. In antiquity (see Giṭṭin 19b) and in the Geniza period we often find that letters or documents were read to people who were also quite learned. Such an example is found in I, 17,