

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

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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, *behir 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, *Maḥāsin 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,

(13) Mr. Moses, *the judge*, sent with me scraps of coral chips in order (14) to sell them in Alexandria and (= or) Fustat. When I did not sell them, (15) I took them with me to Nahrwāra, sold them there and bought (16) for them three flasks of musk,⁷ which I sold in Alexandria for (17) 13½ dinars.

When he said to him: "Will you deliver these 13½ dinars (18) to his (the judge's) uncle?" he replied:

I have learned that the judge took from Da'ūd (David), the Tripolitanian Kohen,⁸ (19) what I had asked some of my relatives in Tripoli to send me, which they did, (20) but which arrived in al-Mahdiyya after my departure, namely, a sum of 10 (21) Murābiṭī dinars. Moreover, I had deposited silversmith tools belonging to my brother with the judge.⁹ (22) When my brother arrived in al-Mahdiyya and asked the judge to return them to him, he told him: "These are my collateral for (23) 10 dinars." He took from him 10 (al-Mahdiyya) dinars, but informed him that the tools [Verso] (1) had been taken when Raqqat¹⁰ al-Mahdiyya was ransacked, and only a hammer remained, which he delivered (2) to him.

line 5, where Ibn Sughmār writes that Nahray's letter was read to him; also see II, 36, line 8. Sometimes such reading aloud may have been court procedure (reading to the parties; see Friedman, *JMP*, 1:467; 2:184) or a practice in the yeshiva; other times we do not know why this was done. Harkavy, *Responsa*, 108–10, no. 231, rules that, barring evidence to the contrary, it is assumed that signatories to a legal deed had been able to read the deed and restricts reading of a deed to the witnesses to cases where it is read by the court scribes to witnesses such as R. Naḥman (comments by Gil, "Merchants," 289, concerning this responsum are not precise; also see *Otzar ha-Geonim*, 10:35, no. 81 and Friedman, *ib.*, 1:485 ff.)

⁷ This perfume is made from a glandular secretion of the male musk deer. Musk was commonly used during the Second Temple period, and played an important role in the Far-East commerce. {See Goitein, *Med. Soc.* 6:79 (index); *id.*, *Letters*, 354. The export of musk from India (for which Abraham, *Merchants Guilds*, knew of no convincing evidence) is mentioned many times in our documents, e.g., I, 16, line 16; I, 17v, line 6; I, 18a, lines 12, 14; I, 18b, line 8; II, 6v, line 3; II, 42–IV, 15, line 17, verso, line 1. For its medicinal uses and references in historical sources, see Lev, *Medicinal Substances*, 63–64.}

⁸ A *wakīl tujjār*, representative of merchants, in al-Mahdiyya, who took care of the affairs of the many people from Tripoli who had dealings in the Tunisian capital. The informal way in which he is mentioned here shows that those present knew him.

⁹ Lebdi's brother Solomon was an overseas trader; see I, 20–21. A silversmith turning merchant was nothing exceptional; cf. the three Maghrebi goldsmiths on their way from Aden to Ceylon: II, 32 {lines 2–26, which does not mention that they became merchants}.

¹⁰ *Raqqā* designates land inundated by water and later reclaimed. Several localities bear this name (among them Raqqā on the Euphrates, once the capital of the caliphate; see II, 8). But neither Yāqūt's dictionary of synonym {homonymic} place names (Yāqūt, *Muṣhtariq*, 208), nor Talbi, *L'Émirat aghlabide*, and Idris, *Zirides*, seem to know of such a suburb of al-Mahdiyya. It was probably a Jewish neighborhood, and the Muslim historians had no opportunity to mention it. {Cf. Ben-Sasson, *Qayrawan*, 36, 252.}

Said *the Court*¹¹ to him:

If this report turns out to be false, will you still withhold from (3) the judge what belongs to him? You had better buy him¹² goods for that sum and let him have (4) the profit to be derived from it.

He (Lebdi) replied: "I am prepared to do this and shall take the goods with me, for I am (5) traveling there." When *the Court* remarked to him: "The (Ibn Sughmār's) attorney might not be pleased, (6) if the goods were in your hands," he replied:

I am prepared to do this with {alt. tr.: to have them in the hands of} a *third party*, (7) and if the judge has got what belongs to him, the goods plus profit will be mine, (8) otherwise they will be his.

(9) *The proceedings have been written down, etc.*

(10) Abraham b. Jacob—*may his soul dwell in bliss!*—Der'ī.¹³

///Hillel b. Eli.///

(11) Solomon ha-Kohen b. R. Joseph, *Father' (of the Yeshiva)*—*may the memory of the righteous be blessed.*¹⁴

¹¹ Hebrew *bēt dīn*, short for presiding judge. See Goitein, *Med. Soc.* 2:314.

¹² {Arabic *fa-tarā tashṭarī*, which should probably be translated literally, 'you should consider buying.' 'Him' is not found here in the original, and the presiding judge may have intentionally expressed himself ambiguously. At least the profit from the disputed moneys would temporarily be assigned to Judge Moses.}

¹³ From Der'a in Morocco. This Moroccan scholar was for some time Jewish chief judge in Alexandria. (Dated documents: 1096, TS 8.142, through 1103, JNUL 3 {the correct manuscript number is now JNUL 4^o 577.3/3}, ed. Goitein, "Court Records," 265; see also Goitein, *Med. Soc.*, 1:407, n. 45.) When he happened to be in Fustat, he was asked to join the bench, because he was familiar with both the Maghreb and Alexandria.

¹⁴ Signed also I, 1–2.