

I, 17 *Letter from Judah Ibn Sughmār to Nahray b. Nissīm*

Alexandria, 1097

Bodl. MS. Heb. c. 28 (Cat. 2876), fol. 37

Published by Gil, *Ishmael*, 4:67–71, no. 624.

This letter was written to Nahray (at Fustat) after he had reported that Lebdi had appeared before him, but prior to the session of November 12, 1097, or at least, before Judah had received a report about it.<sup>1</sup> For he writes that the witnesses who had been present at Nahray's hearing promised to attend the forthcoming meeting of the court, in which David, Judah's nephew, would formally sue Joseph Lebdi. This was done, as we read in I, 16, lines 11–12.

After 22 +2 long and 38 short (marginal) lines, in which Judah expresses his gratitude to God {prays to God} for Nahray's recovery<sup>2</sup> and his unselfish exertions for other people's affairs, and after dealing with some minor matters, he goes on to request his continuous participation in the Lebdi case.

This is how Judah wished the matter to be handled: Lebdi should be obligated to deliver the proceeds of the corals immediately; if he had any counterclaims against the judge of al-Mahdiyya, he should sue him; but the main point to be pressed was that Lebdi should be forced to swear an oath, as prescribed by the Torah,<sup>3</sup> that he had acted in good faith (summary of verso, lines 3–20).

As we have seen, this was not the way in which things transpired on November 12, 1097 (I, 16). The final settlement on March 8, 1098, too, was not quite in the spirit of Judah's letter.

<sup>1</sup> Among other things, Judah asks Nahray to collect the still outstanding rents of two houses in Fustat belonging to him "to the end of the year 490 [A.H.]," which terminated on December 8, 1097. This also is a clue for dating the letter, since rents were paid at the end of the period covered by the agreement, rather than in advance.

<sup>2</sup> The recovery did not last long. The court record of March 8, 1098 refers to the earlier session with Nahray presiding as 'the court of the deceased,' *al-muntaqil*, I, 18a, line 10; and his son Nissīm, while signing the record of February 22, 1098, adds the blessing for the dead to the name of his father; see the note to I, 3v, line 14.

<sup>3</sup> About the nature of this oath see 195, n. 5.

I, 18 *Two Additional Sessions of the Rabbinical Court of Fustat*

Fustat, March 8, 1098

ULC Add. 3416

ULC Add. 3416 is a bifolium. This is leaf 2. Leaf 1 consists of I, 16. Leaf 2r contains I, 18a, the text of which was not completed and is deleted by three vertical strokes. Leaf 2v, contains I, 18b. Published by Gil, *Ishmael*, 4:73–76, no. 625, where the deletion is not noted.

After an abortive session, in which it was decided that the case should be acted upon in al-Mahdiyya and then be returned to the court in Fustat (I, 18a),<sup>1</sup> the two parties finally agreed upon this settlement:

- (a) Lebdi, or his representative,<sup>2</sup> will deliver to David Ibn Sughmār in Alexandria two flasks of musk worth no less than 13 dinars;
- (b) David Ibn Sughmār will release Lebdi from further payments for the price of the corals.
- (c) Lebdi's representative<sup>3</sup> will travel to al-Mahdiyya, "if the ships get through,"<sup>4</sup> and will clarify, by legal action, whether Judge Moses had sequestered 10 Murābiṭ and 10 al-Mahdiyya dinars.<sup>5</sup> A certified document about the outcome of the action will be sent back to Egypt. If none arrives, David is entitled to impose on Lebdi the oath mentioned above or to accept from him another settlement agreeable to him.

The main point in the final settlement is paragraph (b), from which it is evident that the court believed that the amount of 13 (not 13½!) dinars was under the circumstances, a reasonable price for the corals transported to India, and that Judge Moses had indeed acted as alleged by Lebdi. On his way out, Lebdi had certainly shown those corals to several

<sup>1</sup> In I, 18a, line 11, the scribe Hillel b. Eli states that after Lebdi did not sell the corals in Egypt, he carried them to *Yemen*. This statement does not conflict with those made in I, 16 and I, 17. As others did with corals of inferior quality, Lebdi certainly intended to get rid of them in Aden. There, he was also unsuccessful and took them to India.

<sup>2</sup> His name was Jacob b. Amram al-Qala'ī {or: al-Qal'ī}, of Qal'at Banī Ḥammād, Algeria, today a heap of ruins, but at that time the flourishing capital of a small principedom. See Golvin, "Qal'at Banī Ḥammād." We see the Maghrebis stuck together everywhere.

<sup>3</sup> The aforementioned Jacob al-Qala'ī {or: al-Qal'ī}.

<sup>4</sup> Arabic in *'adat al-marākib*. A similar phrase is used in III, 47, line 8. See page 212, n. 8.

<sup>5</sup> Ibid., n. 4. If the al-Mahdiyya dinar was approximately one third of a Murābiṭ, the judge had received about 13 good dinars.