

I, 22 *Text of Oath with Inventory of Joseph Lebdi's Assets*

Fustat, early twelfth century

TS 13 J 6, f. 32

Uncle and nephew did not reach a mutual agreement, and Joseph was forced to take a threefold oath: that he had never cheated his late brother Solomon and that he had fulfilled all his obligations emanating from both his partnership with him and the one concluded with David, which is described as 'renewed,' probably meaning after the death of his father.

Taking such an oath was a disgrace for a respectable merchant and, moreover, religiously blameworthy. As was usual in such cases, 'upright elders' {must have} intervened; our document was not completed, and some other settlement was made.

In defense of his claims, Joseph had to enumerate all his assets. This previously had been done in part in a court session whose record, repeatedly referred to, is summarized here in a note at the bottom of the page. However, the list of assets, it seems, is complete, for it ends with 'the two houses' owned by Joseph. Real estate is always the last item in such lists.¹

The document is written by Hillel b. Eli in large, clear script with next to no deletions and corrections. While reading an oath no faltering was permitted. Naturally, a list of the assets of an India trader sheds light on his commercial activities. Before discussing them a full translation of the document seems advisable.

Translation

(1) Joseph b. David—*may he rest in Eden!*—will swear, on behalf of David, the son of his brother Solomon—*may he rest in Eden!*—(2) that he never cheated his father Solomon in any transaction, partnership, commenda,²

¹ As proved {suggested} by the numerous trousseau lists, where the bride's share, or shares, in houses are regularly noted at the end.

² {These three terms translate Arabic *mu'amala wa-sharika wa-khulta*. *Mu'amala* is defined by Goitein (*Med. Soc.*, 1:169, 441, n. 20, 442-43, n. 35) both as 'cooperation' and as a word used loosely for partnership; cf. Gil, "Merchants," 276. According to Goitein (*ib.*, 170), *sharika* and *khulta* are synonyms for the same type of partnership. Izzi Dien ("*Sharika*") writes: "According to Al-Azharī, it (*sharika*) signifies the mixing (*khalt*) of two

inheritance, or (3) other dealings from the time when any such commenda or transaction had been concluded between them (4) until now; also, that not *one gold piece or more* from the capital of: the partnership between the two brothers, (5) which was effective at the time when R. David sued him, was still owed, as Joseph asserted; (6) also, that from the newly concluded partnership between him and (7) his nephew R. David there did not remain with him anything concealed, deposited, (8) or delivered to someone else, nor was anything removed by ruses common among *people*, (9) such as a gift made to a wife, child, relative or foreigner,³ *Jew or (10) Gentile*; and that he did not possess and had not retained *anywhere in the world* anything except what is stated in the *court record* (11) detailed *above*;⁴ and the large sums that the other litigant agreed (12) in that *record* belonged to merchants—Muslim, Indian (13) and Egyptian, and that they had been delivered by him to them completely in a legally approved manner;⁵ (14) and that he did not possess *anywhere* gold or silver, in the form of jewelry and vessels (15) or bullion,⁶ dinars, dirhems, or copper, goods (16) or merchandise,⁷ furniture or textiles, or promissory notes, (17) except:

the 2,000 dinars mentioned by him in the (previous) *court record*; the (sums listed in) the agreement (18) with the sons of Bundār;⁸ the sums mentioned in the (previous) *record*, namely:

or more assests [...].” Gil, *ib.*, writes that *khulta* may, at times, refer to a regular partnership but that it principally designates the sharing of shipping costs; he does not cite evidence for this, however.

³ Arabic *li-qarib aw li-ba'id*. This is a calque of the Aramaic *r'hiq u-q'riv*, which appears in defension clauses in ancient documents. As noted by Yadin, *Cave of Letters*, 104-5, these terms "are ambiguous and may designate 'unrelated and related' or may connote merely physical distance or proximity." Arabic *ba'id* does not connote 'unrelated,' according to the dictionaries, but 'distant' only.

⁴ A circle with a tail above the line sends the reader to the summary at the end of the page.

⁵ Arabic *bi-wajh haqq wa-wajib*.

⁶ Arabic *masāgha, ghayr masāgha*, lit., 'shaped by a goldsmith or not shaped by a goldsmith.' {For *masāgh*, 'jewelry,' see Shy, "Terms," 230, where *dhabab* also is listed with that meaning.}

⁷ The terms *biḍā'a*, 'goods,' and *tijāra*, 'merchandise,' are probably used here pleonastically, not with an exact legal connotation. {For the legal definition of *biḍā'a* in partnership, see Udovitch, *Partnership*, 101 ff.}

⁸ Besides Ḥasan b. Bundār, the representative of the merchants in Aden, Joseph Lebdi had dealings with Ḥasan's brothers Abraham and Isaac already during his previous trip to Nahrwāra; see I, 14, lines 10, 18.

(19) copper worth 100 dinars and seven qintars (= 700 pounds) mercury; smaller items⁹ in his possession, (20) including gold, silver, copper [[worth]]; 50 dinars [[and the...]]; (21) ten gala costumes stored with Ḥudhayfa;¹⁰ also 50 dinars in the hand of (22) Abu 'l-Barakāt al-Ḥalabī (of Aleppo);¹¹ and the cinnabar and the mercury stored with Khulayf b. (23) Hārūn (= Aaron);¹² and the two houses in the Maṣṣāsa [quarter].¹³

The addition from line 11:

(24) The 500 dinars from Abu 'l-Ṭāhir¹⁴ for] 30 brocade *thawbs* (robes); and the 10 (25) units of corals, as well as the 59 gala costumes, the price of which (26) he owes {alt. tr.: is x dinars}; 100 silken *fūtas*; 200 dinars owed to Abū Sahl,¹⁵ which (27) the aforementioned Dā<'ū>d [= David] claimed {alt. tr.: and the 200 dinars designated for Abū Sahl,

⁹ Arabic *dabash*. Cf. [III, 24, lines 3, 10] III, 39, lines 11 and 14, and Fagnan, *Additions*, 52b: 'objets sans valeur' (which, as proven by our list, is imprecise); Dozy, *Supplément*, I:423b: 'dubūsh, bagatelles.' See also Löfgren, "Glossary," 33 where German, 'Mobilien, Gepäck' is slightly misleading; Löfgren, *Aden*, 58, line 7, says that the travelers arriving in Aden left their boats on the first day with their hand luggage, *dabash*, while their goods were unloaded only on the third day after their arrival. [In his Introduction to the *Guide of the Perplexed*, Maimonides compares the search for the esoteric meaning of the Torah to looking for a pearl that dropped in a house that was "dark and full of *dabash*." *Guide* (Pines), 11, translates 'furniture'; *Guide* (Schwarz), 16 'junk'; *Guide* (Qāfiḥ), 10 'packages' (*ḥafāṣīm*), which is preferable. Maimonides (*Responsa*, 2:380, no. 215) rules that it is reprehensible (*makrūh*) for one to stand in prayer with a *dāl* or *dabash* separating him from the wall before him. In contrast to a *dāl* ('bales,' 'large bags'), here *dabash* obviously means 'small packages' (rather than furniture, as translated).]

¹⁰ Probably the proprietor of a *dār wakāla*. Only one example of a Jew bearing that typically Arab name is known to me from the Geniza: "Abū Sa'd, the former tax farmer of (the town of) Benhā, Saadya b. Ephraim, known as Ibn Ḥudhayfa," TS 13 J 3, f. 12, dated 1165. Chronologically, that Ḥudhayfa could be identical with the one mentioned here, who would then have been the grandfather of the tax farmer.

¹¹ Repeatedly mentioned as traveling to Yemen, see VII, 4 (a release to him after return from there) (written in 1098, from which we learn that his full name was Abu 'l-Barakāt Mevorākḥ al-Ḥalabī b. Solomon, to be distinguished from Barakāt b. Mūsa al-Ḥalabī, mentioned in VI, 26 (in 1133) and VI, 27), and VII, 5, lines 9–11 (goods entrusted to him).

¹² Might have been the grandson of his namesake who signed Bodl. MS. Heb. a. 3 (Cat. 2873), fol. 28, ed. Cowley, "Bodleian Fragments," 251–54; in Alexandria (1028).

¹³ More commonly known as Mamṣūṣa [see Goitein, *Med. Soc.*, 4:3]; see the comments following here.

¹⁴ The Qadi and owner of a *dār wakāla*, mentioned in I, 3.

¹⁵ Abū Sahl Manasseh, from whom Joseph Lebdi bought one half of a house, for which he had to pay 300 dinars; see I, 23. {'Two hundred' is designated by the Hebrew letters פפ (פ having the numerical value of 100) rather than כ (whose numerical value is 200). As explained by Gil, "Merchants," 288, this was done in accounts, since כ could often be misread as פ (whose numerical value is 4).}

and [he gave/offered (?)] the house of the aforementioned as collateral for them}.¹⁶

Comments

This document was written some time after Joseph Lebdi had returned from a voyage to India. Muslim, Indian and Egyptian merchants, had entrusted him with (shipments amounting to) large sums, and the accounts with them or their representatives had already been settled (lines 11–13). While in Aden, Joseph had some disputes with the three sons of Bundār, but an agreement, *muṣālaḥa*, was reached, and his assets, goods or cash, were left by him in the South-Arabian port city, in expectation of further business to be done in those parts (lines 17–18). The 2,000 dinars mentioned as the first item of his assets in the Egyptian capital were undoubtedly not kept by him in specie, but mostly represented promissory notes given to him by the customers who had purchased the merchandise he brought from his Indian voyage. The notes had to be redeemed in cash or kind, some months later, as agreed upon. A round sum is given because the proceeds from the various deals could only be assessed approximately. Joseph had provided details in the previous court session (line 17).

All the goods enumerated: copper,¹⁷ mercury, cinnabar, corals, and costly textiles (lines 19, 21, 22, 25, 26), were articles of export to India. Naturally, when Joseph had occasion to make a good deal in Fustat, as selling 30 brocade robes for 500 dinars to the Qadi Abu 'l-Ṭāhir, he would not miss the opportunity (line 24). Why carry such precious stuff to India when one could profitably get rid of it nearer home? At the time of the writing of the document, the Qadi had not yet paid, just

¹⁶ The ends of lines 24–26 are torn off. I restore: (24) *wal-'ash[ara]*; (25) *'a[layh]*; (26) *wa-'a[r'ar]* (Hebrew). In line 27 *d'd* is written for *d'od*. Hillel, the experienced clerk, became impatient because it had become already clear that the oath would not be taken. [The restoration *wa-'a[r'ar]* (Hebrew in the middle of the Arabic) is questionable; perhaps restore *wa-'a[ṭā]*, 'he gave,' or *wa-'a[r'raḍa]*, 'he offered.' The last word in the text, though corrected, seems to be, as indeed transcribed by Goitein, *rahn*, 'collateral.' In any event, I suggest reading not דאר but דאר, *dār*, 'house,' and the alternative translation given above is an attempt to render this expression. On Abū Sahl's collateral, see I, 15, lines 2–7. See the description of I, 23, according to which Abū Sahl in effect put up half of his house as collateral for a loan of 300 dinars from Lebdi.]

¹⁷ The copper comprising part of the hand luggage (line 20, and the note to line 19, above) consisted of table and kitchenware.

as Lebdi himself still owed the price for 59 *hullas*, or gala costumes and the corals (line 25). Even cash sums, such as the 50 dinars given to Abu 'l-Barakāt al-Ḥalabī (line 9), must be regarded as export articles on the India route. Abu 'l-Barakāt is repeatedly found in 'Yemen'; see the note to line 21, above.

As to the two Houses of Joseph Lebdi (line 23), we do indeed have documents about them, I, 23 and 24. In the first, written a short time before January 22, 1102, Lebdi is prepared to sell one half of a house acquired by him in Fustat, for 300 dinars. Three other records, the last of which is dated April 20, 1103 (I, 24), deal with a house that Lebdi had purchased for 500 dinars, and of which his family occupied the ground floor. Since Lebdi had sold the first house some time before January 22, 1102, the declaration about his assets must have been scheduled for some date at the end of the year 1101, in any case after August of that year; see I, 21.

I, 23 *Responsum on Sale of Half a House by Joseph Lebdi*

Fustat, shortly before January 22, 1102

AIU VII D 7

Published by Chapira, "Documents," 223-37; cf. Goitein, *Med. Soc.*, 4:371, n. 8.

This is the lower part of a preliminary draft, or, rather, notes, written on both sides of a 40 cm. long strip of parchment of diminishing width.¹ The extensive, but hastily written piece is marred by deletions and especially by additions squeezed in between the lines, and has suffered much by effacement and holes. Notwithstanding, the main points emerge clearly.

Abū Sahl Manasseh b. Judah² had sold one half of a house inherited from his mother to Abu 'l-Faraj Amram b. Joseph.³ The other half he had sold to Joseph Lebdi, probably in 1097,⁴ for 300 dinars,⁵ retaining the right to buy it back at the same price for a certain period, during which he would live in that part of the house, or sublet it, and pay rent to the buyer. This was a common form of a loan with veiled interest when either the price {was low} or the rent to be paid was unreasonably high, as certainly was the case here, for both Manasseh and Lebdi conceded that they had "deviated from the path of the law." Taking interest is forbidden by biblical injunction and in Jewish, Christian, and Islamic laws. As long as the two parties got along well, nothing happened, since the courts were not informed about the arrangements agreed upon

¹ When a piece of parchment was cut to the size required for the document, there remained irregularly formed margins, which were used by the scribes for notes and drafts. Cf. the description in Goitein, "Transfer of Houses," 406, and the Arabic texts there, 410-12. {It is not clear that anything is missing from the top of the document. A legal opinion concerning its validity seems to be appended at the end.}

² About him see 209, n. 3 {and I, 22, line 26}.

³ It is not certain if he is identical with his namesake, 'the son of the brother of the Nagid,' writer of the letters II, 2-7, and represented in several other Geniza documents. In 1095, an Abū Sa'īd Amram b. Joseph invested 300 dinars in a partnership in a 'perfumer's' store with favorable conditions; see Goitein, *Med. Soc.*, 1:173-74. The discrepancy in the honorific by-name (Abu 'l-Faraj vs. Abū Sa'īd) is not decisive. Amram might have changed his by-name to Abu 'l-Faraj 'Salvation,' during an illness, as was done by others. The condition described in Goitein, *Med. Soc.*, 1:174, top [{"When Mr. Amram is in town," etc.}], seems to show that Amram did not live permanently in Fustat. His share in a house in Fustat might have been an investment, as it was for Joseph Lebdi.

⁴ See note 2, above. {This reference not clear.

⁵ For the value of this house in comparison to other properties, see Goitein, *Med. Soc.*, 4:288.}