as Lebdi himself still owed the price for 59 *ḥullas*, 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

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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. Judah[2] 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.}

between them. As soon as they began to quarrel and to apply to a court, the illegality of their actions and consequently, their invalidity, became evident.[6]

In this dire situation Amram b. Joseph, Manasseh's partner, went to his aid, bought Lebdi's share for 300 dinars (see above) and permitted Manasseh to stay there or to sublet it, beginning January 22, 1102, for a period of four lunar years.

From the circumstances described, it is evident that for both Manasseh and Lebdi the share in the house concerned was a form of investment.[7] Manasseh stipulated that he might sublet his part (he most likely had lived in his own house before he inherited this one from his mother), and Lebdi did not plan to live there at all, since he had already purchased another one, a part of which was occupied by his family.

Merchants generally preferred to invest their money in business rather than in real estate. But Lebdi had a daughter, Sitt al-Ahl, and a house, or a share in it, was an almost obligatory component of a respectable dowry. This explains why he bought that share. When he had trouble with it, he sold it. No. I, 34a (dated 1118) shows that his daughter was unmarried after his death; in 1102 she was certainly still a small child and there was no particular urgency in providing for her dowry.

{Manasseh had already borrowed money from Lebdi and put up household goods for collateral in one instance (I, 15, lines 2–7) and his property (or rather, half of it) for a 200 dinar loan (I, 22, lines 26–27) in another. The agreement between Manasseh and Amram was evidently intended to correct some irregularity, which involved a breach of the prohibition of usury, in the latter arrangement. This document actually consists of a responsum of sorts. In the query, the scribe Hillel b. Eli copied a rough draft of the agreement between Manasseh and Amram, and before writing the final version, submitted it to some authority for approval or for instructions for revisions. The jurisconsult's comments, which he wrote at the bottom of verso, are almost illegible, but they include instructions to

[6] For details of a similar story, where an energetic woman took matters in hand, see Goitein, *Med. Soc.*, 3:329. Another version (TS 12.482) of that story is described by Weiss, "Mortgage." {For veiled interest through rent, cf. Goitein, *Med. Soc.*, 4:87.

[7] Cf. Goitein, *Med. Soc.*, 4:83, 371, n. 8, where this document is cited.

clarify the condition concerning the right to repurchase the property and to explicitly mention the payments for *ḥikr* and *ḥirāsa*, ground rent and monthly security.}[8]

[8] On the payment for ground rent (*ḥikr*), see Goitein, *Med. Soc.*, 4:37–38; Gil, *Foundations*, 87–88; Khan, *Arabic Documents*, 162. On the security payment (*ḥirāsa*), see Goitein, ibid., 35, 37; Gil, ibid., 88, 241, n. 3. These payments were usually made by the proprietor, but for a sale with the right to repurchase they were imposed sometimes on the seller-borrower, who continued to live on the premises; see Goitein, ibid., 88. For long-term rentals, there was a preference to have the tenant pay the *ḥikr*, and someone complained to Maimonides concerning the details of such an agreement made by the pious foundation (TS 8 J 15, f. 17).}