

I, 24 *Three Court Records on Purchase of House by Joseph Lebdi*

Fustat, the last record dated April 20, 1103¹

(Sides a-b) TS 8J 9, f. 2

(Sides c-d) TS 8J 9, f. 3

These two pages (four sides) represent copies of court records. This is expressly stated in the caption, and is further proved by the fact that the names of the signatories are written by the scribe² and not by themselves.

Joseph Lebdi had purchased a house from Nājiya, the wife of the notable Japheth b. Abraham, 'The Pride of the Community,'³ for 500 dinars.⁴ The purchase was 'conditional,'⁵ although Lebdi had already moved his family into the ground floor(s)⁶ and sublet the upper stories. Lebdi still owed 80 dinars from the price and had to pay rent for the house as long as the sale was conditional. After a prolonged absence of about a year and ten months, no doubt another voyage to India (see I, 25-29), he paid that sum and received a *kitāb intiqāl*, an official deed

¹ The dating of these three records presents some difficulty. The first one bears no date at all. The second has "in the month of Iyyar, 141[.]," with the last digit effaced. The third notes only "Monday, the 10th of Iyyar." In the decade of 1410-19 E.D. this corresponded to April 20, 1103 and April, 1106 C.E. For considerations detailed in the Introduction IIA, 1103 is preferable. (The last letter after '141' is faintly visible. It appears to resemble 'g' (= 3) more than 'd' (=4). Iyyar 10, 1413 E.D. corresponds to April 30, 1102, but that was a Wednesday. The date is indeed given as 1102 in Goitein, *Med. Soc.*, 3:327; 4:371, n. 8.)

² The scribe was Halfon ha-Levi b. Manasseh (dated documents from his hand: 1100-38, see Goitein, *Med. Soc.*, 2:231), the son-in-law of Hillel b. Eli.

³ In Hebrew, *tiferet ha-qāhāl*; he was a prominent member of the community. Dated documents: 1076-1108; see Goitein, *Med. Soc.*, 3:485, n. 74. A lawsuit between him and Jekuthiel, the representative of merchants (I, 1-14) in August 1097 about half a load of alum, *shabb*, sold in al-Mahdiyya for 'Rūm dinars,' ENA 4010, f. 17, was included in the original version of the 'India Book' as no. 197.

⁴ {See Goitein, *Med. Soc.*, 4:287, for a comparison of this price to that of other houses; *ibid.*, 268 (449, n. 35): an "exceptionally high price." *Ibid.*, 96, 374, n. 76, Goitein cites this document as evidence for a yearly rental of six percent of the value of the house, since the house sold for 500 dinars and the rent claimed for it was 30 dinars.}

⁵ I, 24, side a, line 7, *tny* is a slip for *tny*, I, {also in} 24b, line 5, Hebrew *tenay*. {The word appears in slightly different spellings in other documents. It might be the Aramaic form of the same word or from the Arabic *thny*, meaning 'double.'}

⁶ In I, 24, side b, line 9, 'the two ground floors,' in side d, lines 3, 7, 'the ground floor.' There is no contradiction here. The term *qā'a* designates both the entire ground floor and the inner courts surrounded by buildings. Many houses had two and some even three inner courts. The subject is treated in Goitein, *Med. Soc.*, 4:63-64.

of transfer.⁷ The three court sessions were concerned with the rents due Nājiya, an issue compounded by Lebdi's claim that the rent for the ground floor was included in the 80 dinars, which he had paid after his return, and the fact that the subtenants had used part of their rents for repairs and upkeep.⁸ After the threat of still another oath,⁹ and the testimony of a representative of the subtenants that their rents had been paid in part directly to Nājiya¹⁰ and in part used for expenses for the house, a settlement was reached: Nājiya's husband would make accounts with the subtenants and Lebdi would pay whatever they might still owe her. His claim that the rent of 18 dinars for the ground floor was included in his payment of 80 dinars was apparently recognized. Otherwise he would have hardly received the deed of transfer prior to this court action.¹¹

We see that 'the merchant from Tripoli,' once he became involved in the India trade, could no longer retain his main headquarters in that Libyan port. He had to move to Fustat, the terminal for both the India and the Mediterranean trades.

In a list of persons entitled to communal assistance, written around 1105, 'the woman from Akko (Acre) in the house of al-Lebdi' is noted.¹² In another list from that time, 'a relative of al-Lebdi' received a *jūkāniyya* robe at a public distribution of clothing to the poor. Akko fell into the hands of the Crusaders in 1104. She was probably a refugee, to whom Lebdi had given shelter in his house. Whether she was really a relative of his, or whether her characterization as such was an inaccuracy on the part of the scribe, is difficult to say.¹³

⁷ {See Goitein, *Med. Soc.*, 4:373, n. 33: "The 'deed of transfer' preceding the registration was called *kitāb al-intiqāl*," with reference to this document (the mention there of 'the original deed,' *kitāb al-aṣl*, is apparently a misplaced citation from another document).

⁸ Goitein, *Med. Soc.*, 4:101 (375, n. 112): "A tenant in a house worth 500 dinars spent the equivalent of ten months' rent on supports costing 280 dirhems with the subsequent approval of the proprietor, who had been abroad during the period."

⁹ No. I, 24, side b, line 17; cf. I, 22.

¹⁰ Prudishly referred to as "the house of Sheikh Abū 'Alī (Japheth)" I, 24, side c, line 15. {For the familiar metaphor *bayt*, or the Hebrew *bayit*, 'house,' for one's wife, see Goitein, *Med. Soc.*, 3:161, 164, 461, nn. 2, 3, 462, n. 23; and the sources noted in Friedman, "Exegesis of R. Meir," 80-81, n. 8.

¹¹ The 'settlement' is actually Lebdi's suggestion, registered in I, 24, side d, lines 7-17. The documents do not specify whether the 'deed of transfer' was given Lebdi only after this 'settlement,' or after the 80 dinars had been paid, while the rent for the interim period remained an outstanding claim.}

¹² Goitein, *Med. Soc.*, 2:446, no. 31, TS K 15, f. 101, col. IV b, line 11.

¹³ *Ibid.*, 444, no. 25, TS K 15, f. 48, col. I, line 20 (allocation); col. IV, line 16 (receipt). Akko: see Buhl, "Akkā." For *jūkāniyya* see Goitein, "Islamic Textiles." {Cf. Goitein, *Med. Soc.*, 4:154, 155.

This house remained in the Lebdi family, and was later occupied by and named after his son Abu 'l-Barakāt, an India trader like his father. It was situated in the Mamṣūṣa-Maṣṣāsa quarter, which bordered on the 'Fortress of the Candles,' the pre-Islamic nucleus of Fustat. In addition, Joseph Lebdi bought part of a house in the 'Fortress of the Candles,' which was known by his name. The other partner was the India trader Abu 'l-Surūr al-Levi b. Binyām. {He betrothed Joseph Lebdi's daughter, Sitt al-Ahl, in 1124.}¹⁴ This house is mentioned in the engagement contract of Lebdi's granddaughter from November 1146. She received five out of twenty-four shares in the house of her grandfather and one half of the house of her father, Abu 'l-Barakāt (I, 36). Both were dead at that time. But, as was common in the Geniza period, the dead had taken care of the living.

¹⁴ No. I, 34b, where he is called Abu 'l-Surūr Perahyā ha-Levi b. Benjamin.}

I, 25–29 *A Successful Voyage of Joseph Lebdi to Nahrwāra*

By June 1099, I assume, Joseph Lebdi had already left Fustat for India (see I, 20). After an absence of a year and ten months (I, 24, side a, lines 14–15), he was back in the summer of 1101 (I, 21) and at the end of the same year, "the large amounts," entrusted to him by Muslim merchants, Indian and Egyptian, had been delivered to their destination (I, 22). A letter sent from Egypt to the Maghreb reports that Lebdi had safely arrived in 'Aydhāb with 80 bales of lac and other goods coming from Nahrwāra, India (I, 25). This was about nine times the quantity of lac as that carried with him on his previous voyage, when he bought nine bales, eight of which were lost by shipwreck (I, 7, lines 9–10).

Lebdi undertook this large overseas venture in partnership with two other merchants, Abū Naṣr ('Victor'), the brother of the businesswoman al-Wuḥsha ('Désirée') {'Untamed'},¹ and one Farah ('Joy'), whom, because of the frequency of this name, I am still hesitant to identify. After arriving in 'Aydhāb, Lebdi hurried back to Fustat, in order to reach the business season, while he advised his partners, who had remained in 'Aydhāb, to send the lac in installments, in order not to overload the market with that product.² However, the two men were murdered in 'Aydhāb,³ a circumstance that led to complicated lawsuits (I, 26–29, VII, 69). As explained in the comments below, their fate must be envisaged in connection with the general state of affairs in Egypt at that time.

¹ {Goitein ("Business Woman," 226) defined the name al-Wuḥsha: 'one without whom one feels lonely' or (id., *Med. Soc.*, 3:346): 'Object of Yearning, Désirée.' The name could also be vocalized al-Waḥsha. On the basis of the wide range of meanings covered by *wḥṣ*, the name might also be translated: loneliness, estrangement, coldness, ugly, or more likely: untamed. Ibn al-Zubayr, *Asmā'*, 2593, thus explains the male name Waḥsh.

² No. I, 27, line 16, suggests that sending the lac in small installments was Farah's initiative.

³ As noted in VII, 69, line 4.}