

I, 29 *Testimony that Joseph Lebdi Renounced Claims to Farah's Assets*

Fustat, 1106/7

TS NS 324, f. 46¹

As VII, 69 shows, Farah and Abū Naṣr, the two merchants murdered in 'Aydhāb, carried with them a lot of goods not mentioned in I, 25–28. No wonder that their sad end entailed lawsuits involving persons other than their main partner Joseph Lebdi.

No. I, 29, a court record, is a short document of 12 lines, of which most of lines 1–5 and much of lines 8–12 are lost, including mention of the day and the month, in which it was written. The year 1418 E.D.—a year of 13 months—began on September 1, 1106 and ended on September 18, 1107.

The brothers Abu 'l-Faḍl and Ma'ālī, sons of 'Ayyāsh, claimed certain assets of the late Farah from one Abū 'Alī. In connection with this they ask the court to register that Lebdi had acknowledged in court a long time ago that he had had no claims whatsoever to those assets and that he had given the brothers free hand to claim them from Abū 'Alī.² The latter had obviously claimed that he owed the money to Lebdi, not to them. Lebdi was not present, either again on some voyage or dead.³ Signed only by Isaac b. Samuel, the chief judge.

¹ {Shivtiel and Niessen, *Arabic Manuscripts*, 526, inexplicably identify this document: 'Ketubbab'!}

² The *aliph*, the first letter of the name Abū 'Alī, is visible at the end of line 7.

³ Line 5: "With Abū Ya'qūb (= Joseph) Lebdi and his partner Farah—*may he rest in Eden!*" The blessing upon the dead might refer to both, as often in such connections {in which case the blessing, written as an abbreviation, should be rendered: '*may they*,' etc.}.

I, 30 *Contract of a Commenda-Partnership*

{Fustat, late eleventh–early twelfth century}

ENA NS 21, f. 4

In this incompletely preserved contract Joseph Lebdi provided merchandise worth 460 dinars with which the working partner Khallūf¹ would trade "in the countries of [Yemen, India, Maghreb?]² and others." Lebdi receives three-quarters, and Khallūf one quarter of the profits. The contract is described as *muḍārabat al-tujjār*, a merchants' commenda, which normally provides for a division of two-thirds and one third of the profit.³ Here the working partner did not make an investment on his side, as was common practice, and so his share in the profits was less than usual. {The document is in the hand of the Fustat scribe Hillel b. Eli, which makes it possible to define the place and approximate time.}

¹ Khallūf ('Substitute' for a lost child) is a common Maghrebi name, found frequently in the Geniza, especially in documents from the eleventh century. The name is preserved here in line 26; the other details about the man are lost in the damaged upper part of the contract. He might be identical with Khallūf al-Nafūsi (from the Nafūsa mountains west of Tripoli, Lebdi's native city). "The bearer of this letter is Khallūf al-Nafūsi, who says that he has a shipment of gold threads, *quṣaybāt*, in {Old} Cairo," which he wishes to sell (Bodl. MS. Heb. c. 108, fol. 68). {The fold in I, 30 at line 26 has now been straightened out, and the man's name is Khallūf b. Elijah. For the Nafūsa mountains, see McLachlan, "Jabal Nafūsa."}

² The relevant detail is lost.

³ {See Goitein, *Med. Soc.*, 1:171.}