

avored.³⁵ Checkered ('chess board') and dotted ('chickpeas') patterns enhanced the variety of clothing, which, travelling from East to West and West to East, symbolized the interaction of two different worlds.³⁶

³⁵ No. I, 1, line 10: *raṣāṣī* (five pieces); VI, 16, line 18: *filfilī*; I, 1, line 6: *ḥajalī* (eight pieces); VI, 16, line 16, all sent to India. Rudolf Mach drew my attention to French *oeil de perdrix*, 'partridge eye,' which designates the reddish-brown, or pink color of a certain wine; see Goldman, *Great Wines*, 61 (said also of the color of a corn on one's toe). In this case, however, the Arabic would probably be *'ayn al-ḥajala*. Such composite attributes are common, e.g., *fūṭa fath al-ward*, a *fūṭa* (ornamented with) budding roses, TS 8 J 26, f. 5, line 15, sent, it seems, from Alexandria to Fustat. {Also note VI, 35, lines 25–26: a camphor-colored (*kaḥḥūrī*) 'fulled' *fūṭa*, with cut edges, of exquisite Sūsa manufacture.}

³⁶ TS NS J 414, lines 4–5 (frag. of trousseau): *fūṭa shatranjī bi-ḥarīr bi-ḥawashī zurq*, a chessboard *fūṭa*, (linen) with silk and blue borders. {Cf. II, 43, line 10: two exquisite checkered (*muqaffās*), 'fulled' Sūsi *fūṭas*. For checkered patterns in clothing, see Stillman, *Arab Dress*, 59–60.} No. I, 1, line 10; II, 23, line 48 {II, 30, line 10}: *himmīsī*; sent to India. {For the *fūṭa*, see also Serjeant, *Islamic Textiles*, 130, n. 63; Nainar, *Arab Geographers*, 96; and especially Stillman, "Female Attire," 214–16. For pictures of a man wearing a waist-cloth (*fūṭa*) and of weaving *fūṭas* in Yemen, see Baldry, *Textiles in Yemen*, plates 8–11.}

I, 3 *Second Session of the Rabbinical Court of Fustat*

Fustat, February 22, 1098

ULC Add. 3420, f. 1

This is the first leaf of what was originally a bifolium that ULC Add. 3420 comprises. The second leaf, ULC Add. 3420, f. 2v (!) contains the text of I, 8, and recto (!), I, 15.

This session dealt with a side issue, indirectly connected with Joseph Lebdi's voyage to India. Jekuthiel, alias Abū Ya'qūb the Doctor, had sold indigo to Joseph twice, once for 40, and once for 100 dinars. The payment of the first sum had to be made by a settlement with the *dār wakāla* (lit., 'agency house,' warehouse serving as bourse) of the Qadi Abu 'l-Ṭāhir,¹ to whom Jekuthiel owed a certain sum; the second had been paid by Joseph in cash. First Joseph claimed that his payment of 100 dinars included also the other sum due, but immediately admitted that he had been mistaken. He would settle the account as follows:

Redeeming a promissory note given by Jekuthiel to another merchant (verso, line 6)	33 ³ / ₂₄ dinars
Owed to Joseph by Jekuthiel for occasional payments made for him (line 10)	4
Balance in cash (line 11)	2 ¹⁹ / ₂₄
Total	40 dinars.

In the interim settlement reached with regard to Joseph's Indian venture (see I, 11), this item is also included.

Translation

Re: The Doctor vs. Abū Ya'qūb Joseph,² the {Prominent} Merchant, concerning the 40 dinars.³
(1–5) Date, place, and parties.

¹ Known from contemporary Geniza documents, see Goitein, *Med. Soc.*, 1:446, n. 5.

² Written in small letters, not by the recorder of this session, but by Hillel b. Eli, the chief clerk, who wrote I, 1. He must have added this docket when he assembled the entire dossier of the case.

³ Added later with a fine pen in even smaller script, clearly to indicate that the assertions made in this session were not an intrinsic part of the proceedings concerning

Mr. Jekuthiel claimed (6) that he had sold to Joseph indigo from (7) the House of Raisins⁴ against clearing a sum of 40 (8) dinars, which he, Jekuthiel, owed the Agency House of the Qadi Abu 'l-Tāhir. (9). Mr. Joseph had guaranteed that he would settle the account (10) with the House of the Qadi {add: for them, in his name}. Meanwhile some time had passed, and "these days I⁵ was sued by the House of the Qadi (12) for the aforementioned amount. I request him (Joseph) now to clear me from this."

(13) When asked about this, Joseph replied: "I paid Mr. (14) Jekuthiel these 40 dinars; they were included in the 100 (15) dinars, and no claim remains against me in this matter."

(16) Against this, Mr. Jekuthiel declared:

I have received from him these 100 dinars, [Verso] (1) but they were the price of indigo which he⁶ had bought from the House of Raisins (2) in addition to [indigo bought for] the aforementioned 40 dinars.

(3) Then Joseph, too, stated:

As to the 40 dinars (4) for which he sues me: The aforementioned 100 dinars (5) I have paid to him. Moreover, he wrote a promissory note (6) for 33 $\frac{1}{3}$ dinars and one *qirāt* to Sheikh Abū Naṣr (7) Maṣūr b. Azhar,⁷ which he had owed him. (8) I shall clear him from this debt and return to him this note, (9) which he wrote for Sheikh Abū Naṣr. He (Jekuthiel) owes me (10) four dinars for occasional payments⁸ made for him. There remains a

the India venture of the two litigants. {For *tājir*, 'prominent merchant,' see above, 27, n. 4.}

⁴ Originally founded for dealings in raisins, this warehouse was used also for storing of, and transactions in, other items, e.g., flax, as in the account of expenses preserved in TS 13 J 7, f. 5, line 3 (Goitein, *Med. Soc.*, 1:448, n. 14), or indigo, as here.

⁵ As in I, 1v, line 3, and frequently, the record quotes the plaintiff's words in the first person when he arrives at the salient point of his argument.

⁶ Joseph Lebdi using 'the Doctor' as broker.

⁷ The Arabic name *Maṣūr* ('Helped by God,' 'Victor') corresponds literally to the biblical Eleazar; Arabic *azhar* ('Luminous') has the same meaning as Hebrew *Yā'ir* (spelled *Jair* in English, Num. 32:41). The creditor of Jekuthiel was a scion of an old family. He was probably the son of *Yā'ir* b. Eleazar b. *Yā'ir*, known from many documents, e.g., TS 20.21, dated 1076. {Maṣūr b. *Yā'ir ha-Sh[ōfēti]* signed TS 20.7, Fustat 1050, the cantor Maṣūr b. *Yā'ir* is mentioned in TS 13 J 10, f. 5 (ed. Gil, *Palestine*, 2:367, no. 202) and Eleazar b. *Yā'ir ha-ḥazzān* wrote a letter, TS NS 324, f. 41 (some of these might refer to his grandfather.)

⁸ Arabic *ajāl* singular *ju'l*. This term designates a great variety of payments, such as broker's commissions, tips to lower officials in customs houses or Muslim law courts, taxes for rubbish removal, and even extraordinary impositions on a city during war time: Goitein, *Med. Soc.*, 1:445, n. 6; 1:607, n. 7. {See references to Goitein's various comments on these payments in Diem, *Dictionary*, 28.}

debt to him (11) of 2 $\frac{2}{3}$ + $\frac{1}{8}$ dinars. As soon as he demands payment, (12) I will pay in cash.

The proceedings have been written down, etc.

(13) Nethanel b. Japheth—*may he rest in Eden!*⁹

(14) Isaac b. Samuel—*may he rest in Eden!*¹⁰ Nissīm, son of the Rav Nahray—*may the memory of the righteous be blessed!*¹¹

*

I have little doubt that the agreement described in this record had been worked out by the two litigants before they went to court. They, so to speak, replayed it in the presence of the signatories so that it would be put down in a legal document "to serve as a confirmation of rights and a proof."

⁹ Nethanel b. Japheth wrote this record; he was a prominent merchant and public figure, not a court clerk like Hillel b. Eli; see page 174, n. 33. Nethanel wrote and signed also I, 15, and signed, besides these two, I, 7, 8, and 18b. No. II, 6, is a letter addressed to him. The court record TS 8 J 4, f. 14c of November 1098, continued in TS 8 J 4, f. 9a (both incomplete), shows him familiar with Indian products, such as *'abir* {a perfume; see Goitein, *Med. Soc.*, 1:420, n. 53}, Kābulī myrobalan, and civet perfume, the latter to be sent to the Maghreb, where it was expected to bring one dinar for an ounce. Here and in I, 15 Nethanel separates his signature from the text by writing his name in characters far smaller than those used in the court record. Contrariwise, the two other signatories sign in bold, oversize letters.

¹⁰ This judge was an important scholar and author. See Goitein, *Med. Soc.*, 2:513, no. 13 {and Friedman, *Yemenite Messiah*, 46, n. 111, and the literature cited there}.

¹¹ Nissīm was the son of the late Nahray b. Nissīm, the merchant banker, who at the end of his life, became *rav*, or jurisconsult of the Jews of Egypt, a position similar to that of the Muslim *muftī*.