

(17) and torn. I took something from it and lined with it a leather bag.<sup>14</sup> (18) The remainder is in Aden; a turban of mine is wrapped in it.<sup>15</sup> There was also (19) a loincloth, worth about one Egyptian silver dirhem, (20) which was fastened around the wrapping.<sup>16</sup>

*The proceedings have been written down, etc.*

*Written between the lines:* {add: 'din.' [I, 5, line 6],} 'good' (I, 5, line 13) 'included in the 60' (line 14). *All confirmed as being correct.*<sup>17</sup> *Crossed out words are not to be taken into account.*<sup>18</sup>

Isaac b. R. Samuel—*may he rest in Eden!* /// Hillel b. R. Eli—*may his memory be blessed!*<sup>19</sup> /// Abraham b. Shema'ya, etc.

<sup>14</sup> Arabic *kinf julūd*, leather bag for utensils; the lining is for their protection.

<sup>15</sup> On his way back from India, Joseph Lebdi did not touch Aden. Together with goods, some personal belongings had remained there.

<sup>16</sup> This sounds to us like a sarcastic anticipation of being 'questioned' about such a trifle. But it may reflect the principle *taḥābabū wa-taḥāsabū*, "love each other, but make exact accounts"; see Goitein, *Med. Soc.*, 1:183. {The wrapping, Arabic *lifāfa*, is also mentioned in I, 14, line 42; also see II, 44v, line 12. Piamenta, *Dictionary*, 451, defines it as a type of material. Cf. *liffa* in I, 1v, line 20.}

<sup>17</sup> And not added after the documents had been signed. The supralinear 'customs' in I, 4, line 10, is not noted, probably because it is written on another sheet {or was accordingly overlooked}.

<sup>18</sup> The crossed out words are found in I, 5, lines 19–20: "He asked him also about half."

<sup>19</sup> See his signature to I, 2, end, and the accompanying note.

I, 6–7 *Fourth Session of the Rabbinical Court of Fustat*

Fustat, April 12, 1098

I, 6. Bodl. MS. Heb. d. 66 (Cat. 2878), fol. 64

I, 7. Bodl. MS. Heb. d. 66 (Cat. 2878), fol. 65

No. I, 6, is written on recto (!) of the manuscript. On verso is I, 5.

This Monday morning session followed immediately that of I, 4–5, which was held on the preceding Thursday. For regular business, the courts convened only on Mondays and Thursdays (see Goitein, *Med. Soc.*, 2:342–43). In this session the questioning of Joseph Lebdi was concluded. The precision of Lebdi's deposition concerning the use of the 20 dinars given to him for transport expenses stands out against his evasiveness with regard to the sale of the textiles, shown in I, 4–5. No doubt he kept the accounts for those cash expenses with him. They totaled 23 dinars. In view of the many changes made by Joseph in the arrangements envisaged by Jekuthiel, it is noteworthy that a representative of the merchants in Fustat could calculate expenses for transport, customs, and other dues through two Nile ports, two Red Sea ports, Aden, and all the way to India with considerable exactness. He was probably aided in this by Joseph Lebdi, who, when undertaking the voyage described in these pages, was no longer a novice in this type of extended ventures.

The data provided in I, 6–7, fortunately complement the statements made in the opening session, I, 1–2; together, they vividly illustrate the realities a medieval trader had to face while en route to India.<sup>1</sup>

#### Translation

[I, 6] (1) *On Monday, the eighth day of the month of Iyyar, 1409 E.D.*, (2) Mr. Jekuthiel, *who is mentioned* on the reverse side of this sheet, appeared in court and sued Mr. Joseph, (3) who is also mentioned together with him (overleaf), for a bale of [[liche]]<sup>2</sup> dry storax weighing (4) 380 *manns*,

<sup>1</sup> Yet, if compared with the detailed *written* account of the actual expenses for the transport of a bale of purple cloth from Fustat to Tunisia, described in Goitein, *Med. Soc.*, 1:339–43, the oral depositions of Joseph Lebdi reproduced here must be regarded as a highly abbreviated summary. Despite the multitude of items, the calculation of the purple-maker sending that consignment was off the mark by only slightly more than one percent; see *ibid.*, 342, n. 12.

<sup>2</sup> See I, 1, line 21.

asking where and under which circumstances it was sold. When Mr. Joseph was questioned<sup>3</sup> about this, (5) he said:

I sold 80 *manns* of that storax in Dahlak for 40 (6) Dahlak dinars, worth ten Egyptian dinars, and took the remainder (7) with me to India, incurring expenses for customs, tithes<sup>4</sup> and freight {alt. tr.: tolls}.<sup>5</sup> The remainder was sold (8) for 120 Nahrwāra dirhems, worth about (9) eight Egyptian dinars.<sup>6</sup>

Then Mr. Jekuthiel said (to the judge): "Ask him whether he carried the storax separately, (10) whether he bought it on his own account,<sup>7</sup> or carried something in it." Lebdi said:

I carried in it corals (11) belonging to me from Dahlak to India //approximately one *qinṭār*,// which did not require additional expenses all the way {alt. tr.: for which I was not required to pay a toll} to India.<sup>8</sup> I carried it (the storax) to Nahr (12) wāra.<sup>9</sup> When I arrived there, I took the corals out of it (the storax) and paid there for it (13) the customs and tithes (referred to before, but nothing for the corals,) for they are free of customs there {lit., 'and tithes, because there are no dues on corals there'}.<sup>10</sup> Nothing happened to the storax (14) until my arrival there and its sale. After efforts on my part,<sup>11</sup> its proceeds were 120 (15) dirhems, as mentioned before.

<sup>3</sup> By the presiding judge.

<sup>4</sup> Payments to a government recognized by Muslim law as legal, while 'customs' are in principle not regarded as permissible. For 'tithes' in Aden see {page 344, n. 45} IV, 1, lines 18-21.

<sup>5</sup> Arabic *mu'an*, the common word for expenses, often has the special meaning of freight plus the smaller payments to packers, porters, and lower officials. {For the meaning 'tolls' here and in line 11, see 171-72, n. 23.}

<sup>6</sup> While 80 *manns* of dry storax were sold in the Red Sea port of Dahlak for ten Egyptian dinars, the 'remainder' brought in India only about eight dinars (instead of about 40, at least). Most of the 'remaining' 300 *manns* had been expropriated by rapacious 'governments' on the way and in Nahrwāra itself.

<sup>7</sup> This is a rhetorical question since we already know (I, 21) that the storax belonged to Jekuthiel. His intention was: how could you allow yourself to carry *your* corals in *my* storax? Jekuthiel certainly had heard meanwhile from other merchants of Lebdi's ruse of how to get his corals to India free of customs.

<sup>8</sup> The corals were probably packed near the bottom of the huge bale where they escaped the attention of the customs officials, while the overweight of one *qinṭār* (approximately 50 *manns*) did not change the lump sum paid as customs for a bale of storax.

<sup>9</sup> {The scribe Hillel b. Eli regularly separates this Indian place name into two words, as if its first element was the Arabic *nahr*, 'river.'}

<sup>10</sup> Corals were free of customs in India, probably because they were needed for religious (or, as we would say, magical) purposes.

<sup>11</sup> In contracts of partnership, the agent usually undertakes to exert himself (*ijtihād*) for the investor's merchandise, as he would do for his own: Goitein, *Med. Soc.*, 1:172, no. 7.

Then Mr. Jekuthiel said: "I gave him 20 (16) excellent Egyptian dinars, for expenses; ask him how they were spent." Questioned about this, (17) Mr. Joseph replied, providing details on those 20 dinars: "Of these I spent one dinar (18) and a half for freight from here to Qūṣ." Said Mr. Jekuthiel: "These one and a half dinars (19) are charged to me for what?" Joseph replied:

For the storax, the lichen (20) and the rest of the goods, such as the copper,<sup>12</sup> the textiles, [[the cor(als)],], the dodder of thyme. This freight was received by (21) Fatān.<sup>13</sup> Dues in Akhmīm<sup>14</sup> and in Qūṣ amounted to one-eighth dinar each.

When I arrived in (22) Qūṣ, I bought canvas and equipment {alt. tr.: packing materials}<sup>15</sup> for camel transport //and *salabī* ropes<sup>16</sup>// for about one-half dinar. (23) Halters and payment to the weigher: one-eighth dinar. Hiring two camels from Qūṣ to 'Aydhāb:<sup>17</sup> 5 (24) dinars for a weight of about 800 *Laythī*<sup>18</sup> (pounds). Having arrived in 'Aydhāb, (25) I paid one-quarter dinar for the brushing {lit., 'combing'} of the {add: bag of} textiles<sup>19</sup> and two *qirāṣ* for the porter, and put down<sup>20</sup> (26) in 'Aydhāb five

<sup>12</sup> {Arabic *naḥās*. For the meaning of this term, see 555, n. 11.}

<sup>13</sup> The Indian skipper of a Nile boat commuting between Cairo and Qūṣ, that is, on the India route. He was known to those present in court, wherefore he is not introduced by any designation. {Cf. Fatān Swamī, an Indian Ocean shipowner, on whom see page 146.}

<sup>14</sup> A town in Upper Egypt, where a toll had to be paid for goods carried in Nile boats, cf. V, 6, lines 3-4, VI, 49v, line 14, and where wheat was bought, II, 58, margin, line 3. See Wiet, "Akḥmīm."

<sup>15</sup> {Arabic *ta'biya*; cf., e.g., I, 33, line 23.

<sup>16</sup> See Piamenta, *Dictionary*, 228.}

<sup>17</sup> The great port on the Sudanese coast, now extinct, corresponding approximately to Port Sudan of today. {'Aydhāb played an important role in the Indian trade and is referred to repeatedly in the documents of this book. See the Index and the indexes to Goitein, *Med. Soc.*; id., *Letters*. Also see the discussion by Rabic, "Geniza Documents," 75-76; Al-Ṭāhir, "Ports," 56-57.

<sup>18</sup> For this weight see Goitein, *Med. Soc.*, 1:227-361. In addition to the two camels carrying Jekuthiel's goods, Joseph had to hire others for his own merchandise and that of other merchants; cf. I, 10-11, 17-18b.

<sup>19</sup> Arabic *sq* here and in IV, 1, line 27 {there *sq*, also in IV, 60v, line 7}, is not the Arabic *sq*, to steal, but a loanword adopted from (Hebrew and) Aramaic, where it is the common term for combing, carding, and hatchling. See Jastrow, *Dictionary*, 2:1029-30. Although Fraenkel, *Aramäischen Fremdwörter*, and Dozy, *Supplément*, do not list this word, there is no doubt that it was in common use at that time among Arabic speaking people and was not confined to Jews. {The word is also in Syriac; see Sokoloff, *Dictionary JPA*, 389. Cf. also Piamenta, *Dictionary*, 221, *masraqa*: 'bobbin, a spool on which yarn or thread is wound'; *masraqiyya*, 'mallet.'

<sup>20</sup> Arabic *waddyt* (also in I, 7, line 1) = *wa-waddaytu* = *wa-addaytu*, 'I paid'; cf. Blau, *Grammar*, 82.}

and a third dinars for the two camels<sup>21</sup> and two *qirāts* for porters.<sup>22</sup> [I, 7] (1) In 'Aydhāb, I put down one-quarter dinar for repacking the stuff in two bales, as it had been before,<sup>23</sup> (2) and one-quarter dinar for mats;<sup>24</sup> for porters and the skipper of the boat: one-eighth dinar, paid (3) before the two bales were laded. For the freight (4) from 'Aydhāb to Dahlak I paid six and a quarter dinars, and in Dahlak customs duties for the two pieces (5) six dinars, after having given bribes<sup>25</sup> to the amount of one dinar and two [*qirāts*]. For the freight (6) of the piece of //lichen// I paid 1 dinar from Dahlak to Aden.<sup>26</sup>

He (Jekuthiel) also asked him (Joseph) about the corals, (7) which he had sent with him. He said:

Yes, I received them, traveled with them to Nahr- (8) wāra and exchanged them for 95,000 beads,<sup>27</sup> which I put (9) into bales of lac, nine in all. Of these, (10) eight were lost by shipwreck; one bale (of lac) containing one bag (of beads) was saved (11) and is here with me.

<sup>21</sup> This was the sum of five dinars stipulated in Qūs; see line 23, above. It was paid after safe arrival, together with a bonus of one-third dinar. While summing up the expenses, the five dinars mentioned in line 23 should not be taken into account.

<sup>22</sup> 'Porters' and 'the porter' in the preceding line probably refer to the same payment.

<sup>23</sup> The contents of the two bales on the Nile boat had to be packed into four or more sacks to be loaded on the camels. Before being loaded on a ship in 'Aydhāb, the goods had to be put again into large bales. {A camel load is called *himl*, a ship's bale *'idl*. According to Goitein, *Med. Soc.*, 1:220, both had the nominal capacity of 500 pounds. Ibid., 335 Goitein commented that *'idl* "originally designated (half) a camel load" and often contained far less than 500 pounds. In I, 9, lines 18, 19, the two terms seem to be used interchangeably. See II, 32, line 33, where 60 *'idls* weigh 100 *bahārs* (30,000 pounds). See also page 649, n. 3. For the use of *himl* and *'idl* in the thirteenth century documents from Qūṣayr, see Guo, *Commerce*, 31-32.}

<sup>24</sup> Tightly braided mats spread over shipments for protection against seawater. In the early 1930's a Yemenite provided a description of such mats to me. Today plastic materials probably have replaced them.

<sup>25</sup> Although the text has *bartalt*, 'I bribed,' the word should be rather translated as 'tipped.' The lower employees {petty officials} received very small salaries, if at all, and lived mainly on considerations given to them by the passengers.

<sup>26</sup> For Jekuthiel's storax, carried by Lebdi to Nahrwāra, freight, customs, and other dues were paid in kind, that is were taken from the goods themselves, and, therefore, do not appear in cash expenses, see page 188, n. 6. The bale with lichen also contained the silver vessels, dodder of thyme, and the scammony mentioned, lines 18-19, below. It was far smaller than the bale with storax.

<sup>27</sup> {In the original *kharaz khamṣa wa-tis'in alf ḥabba*. *Kharaz* refers to the beads as a whole, *ḥabba* to each one, literally: beads, 95,000 individual beads. Also see Shy, "Terms," 235.}

He asked him also about the 70 dinars obtained through the sale of (12) textiles and other goods<sup>28</sup> in Dahlak, namely, what {add: [[you]]} he bought for them. He replied:

I did not buy (13) him anything for them, but took them with me in specie to Aden, to Ḥasan b. Bundār, (14) //together with my own money// and asked Ḥasan to grant me an advance on 50 *bahārs* of pepper,<sup>29</sup> [[//of which// to Mr. Jekuthiel]] of which (15) 15 *bahārs* were for Sheikh Abū Ya'qūb. I assigned this to him //in my heart.<sup>30</sup> // I could (16) not specify this expressly for Sheikh Abū Ya'qūb, lest something (17) happen and the entire shipment would be lost.

Then he asked Joseph also about the lichen, the silver (vessels), the dodder of thyme, (18) and the scammony. He replied:

I carried all these things with me to Aden in my own name<sup>31</sup> (19) and stored them with {alt. tr.: I unloaded them at the place (warehouse) of}<sup>32</sup> the representative (of the merchants) Ḥasan b. Bundār, also in my own name, but told him (20) 'sell them [[separately]] //apart//<sup>33</sup> (from my goods), for they belong to Sheikh Abū Ya'qūb.' As to the copper, I sold a quantity of it (21) which was not suitable for export to India, bought another type {lit., 'a substitute for it'},<sup>34</sup> and sent it [[for him]] to the region of (22) pepper, to be sold there; so that pepper would be bought for its price by the agency of Ḥasan b. Bundār. I do (23) not exactly remember whether I did this in the name of Sheikh Abū Ya'qūb or in my own name.

Finally, Sheikh (24) Abū Ya'qūb said to this Mr. Joseph:

On whose orders did you do all these things you mentioned, [Verso] (1) such as shipping some goods (to India) and leaving others in Aden, and other actions, none of which I instructed you (2) to do?

<sup>28</sup> For 60 dinars for textiles and 10 for the dry storax, see I, 1v, lines 16-18.

<sup>29</sup> On this 'advance' of five dinars on each of 50 *bahārs* of pepper see I, 2, 11-13, and I, 13, fol. 67, lines 4-6.

<sup>30</sup> Arabic *bil-ḡamīr*, the same I, 13v, line 5. Possibly, merchants in Aden had had previously unpleasant experiences with Mr. Abū Ya'qūb the Doctor, who was a tough customer, and would use the opportunity for retorting in kind {if they knew that part of the pepper was for him. But perhaps Joseph feared some intervention of the non-Jewish authorities; see Maimonides, *Responsa*, 2:687, no. 410.}

<sup>31</sup> Wherefore they do not appear in the list of expenses for customs.

<sup>32</sup> {Arabic *wa-anzaltubā 'indā*. Cf. I, 9, lines 7-8.}

<sup>33</sup> The experienced clerk replaced the second word in Arabic '*alā ḥida* by *mufrada*, which means the same. The former is more elegant; the latter is more forceful, and was probably used by Joseph himself.

<sup>34</sup> See I, 1, lines 18-19, and I, 14, line 42.

He replied:

When you gave this to me, you said to me, "these goods are yours, do (3) with them [[as you see fit]], as you do with your own merchandise." Because of this, I did all those things. (4) My handing over of goods {lit., 'what I handed over'} to Ibn Bundār was done at your suggestion and on your instructions (5) for the purchase of pepper.

*The proceedings* (6) etc. Hillel b. R. Eli—*may his memory be blessed!* (7) Abraham b. R. Shema'ya, etc. (8) Nethanel b. Japheth—*may he rest in Eden!*

I, 8 *Fifth Session of the Rabbinical Court of Fustat*

Fustat, April 19, 1098

ULC Add. 3420, f. 2

This is verso (!) of the second leaf of what was evidently a bifolium that ULC Add. 3420 comprises. Goitein has cited this side as ULC Add. 3420d. Below the fifteen lines of I, 8, there is a separate record dealing with a complaint of Karīma known as Wuḥsha (see on her I, 26–I,28), who had been summoned to court. Recto (!) contains the text of I, 15. ULC Add. 3420, f. 1 contains the text of I, 3.

At this meeting of the court, which took place one week after the former session, it was agreed that Joseph Lebdi should settle accounts with Jekuthiel. He would then be entitled to take out of Jekuthiel's warehouse all the goods to which the latter could not make claims.

Both parties undertook also not to apply to a non-Jewish court. This extraordinary measure (see Goitein, *Med. Soc.*, 1:312) was taken because the judges realized that after the long time, which had elapsed since the start of the lawsuit, matters were beginning to get out of hand.

Joseph b. Isaac (his father's name is followed by the blessing for the dead), who signs first and before the professionals, was an India trader (see below, 292, n. 5), and probably presided over the session because he was familiar with the intricate accounts referred to here. He signed also, together with many others, TS 20.31, line 31, in 1092, when his father was still alive. He should not be confused with his namesake and compatriot Joseph, the son of the judge Isaac b. Samuel (I, 3, and often), who in 1107, is described as "a fine young man" (TS 13 J 2, f. 15, where he receives a loan) and who copied, probably for his father, the 'Book of Testimonies and Legal Formularies' of Saadya Gaon, TS K 6 {TS K 6, f. 151}.