

II, 8 *Power of Attorney to Peraḥyā ha-Kohen to Recover in India Goods Entrusted to Abu 'l-Faraj Nissīm al-Raqqī*

{Fustat, early 1090's}

TS 12.19

Since the beginning of the document is lost, the full names of the parties have not been preserved. Abu 'l-Faraj Nissīm al-Raqqī is no doubt identical with his namesake, whose connection with Ḥasan b. Bundār of Aden forms the topic of II, 2-6.<sup>1</sup> A Kohen family with the name Peraḥyā is known to me only from the Egyptian town Malīj, where a Peraḥyā I b. Ṭarfōn (which is Greek Tryphon) was the head of the Jewish congregation there in 1104,<sup>2</sup> and one, Peraḥyā II b. Aaron, most likely his grandson, held the same position in Dec. 1148/Jan. 1149.<sup>3</sup>

A court record, written and signed by Peraḥyā I, shows him expert in drawing up legal documents and possessed of a beautiful hand.<sup>4</sup> Such a man was needed in foreign parts, where merchants all the time had to make out bills of lading, acquittances, and contracts of great variety. On Italian merchant ships, a learned cleric was available for such purposes. The small companies of Jewish traders who traveled together could not afford such a luxury. One or several of them had to be trained in law and able to draw up the documents required. Our Peraḥyā I certainly dabbled also in business (and continued to do so after his appointment in Malīj). When our document says (line 2) "I have appointed him for me as attorney that he should travel to *diyār al-Hind* and sue Mr. Nissīm, etc.," this should not be understood that this was Peraḥyā's sole mission. He had other errands to do, both for others and for himself.

This is proven also by the limited number of goods concerned, headed by a dozen *ḥullas*, gala costumes, described as *farsh* (or *furush*) *al-khalīfa*, 'textiles (fit) for a caliph.' The highest price for a *ḥulla* mentioned in the Geniza (as from hearsay) was 60 dinars, and one was actually

<sup>1</sup> See 288, n. 2.

<sup>2</sup> TS 24.74, a huge document in the hand of the Cairo judge Abraham b. Nathan Āv about a brawl in Malīj; see Shaked, *Bibliography*, 78 (where 1044 is a misprint for 1104).

<sup>3</sup> SIOS D 55, f. 11. He had advanced to the rare title 'Distinguished Fellow (of the Yeshiva).' In Bodl. MS. Heb. a. 3 (Cat. 2873), fol. 5, he seems to head the congregation in Minyat Ashnā (Jan. 1151). About the inheritance of office in Islamic and Jewish societies, see Goitein, *Med. Soc.*, 2:319-20.

<sup>4</sup> TS 8J 11, f. 15, a complicated case; see Goitein, *Med. Soc.*, 3:113-14. However, TS C 7, f. 1a: *ne'etaq* (Hebrew) does not mean that Peraḥyā I copied that volume of Hebrew poetry, but that he acquired it. Mann, *Jews*, 2:169, n. 1, is to be changed accordingly.

ordered for 20 dinars.<sup>5</sup> As an item in the outfit of a bride we find one worth 50 dinars, one for 20, and several others for 15 dinars.<sup>6</sup> Joseph Lebdi sold 30 *ḥullas* for 500 dinars in Fustat, which would presuppose a retail price of 17-18 dinars.<sup>7</sup> Among the goods entrusted to Nissīm there were also two *ḥullas sha'ri*, of goat's hair, and an undefined amount of *zaybaq*, or mercury, a common item of export to India. Only the first name, Ḥasan, of the appointer is preserved, which is, of course, not helpful for identifying him.

Besides the details just provided, the lengthy document consists solely of legal verbiage in the usual mixture of Arabic, Hebrew, and Aramaic. One detail deserves attention. In numerous such powers of attorney, the appointee receives the right to bring the party sued before a non-Jewish court. This permit is missing here, probably because the rabbinical court in Fustat had insufficient experience with the judiciary in India. The document was written and signed by the banker and judge, Abraham son of Isaac the Scholar, one of the most experienced Jewish men of affairs at that time.<sup>8</sup>

<sup>5</sup> See page 178, n. 24.

<sup>6</sup> Fifty dinars: TS J I, f. 29, col. II, lines 2-3, ed. Goitein, "Three Trousseaux," 94 [id., *Med. Soc.*, 4:323]; 20 d.: Bodl. MS Heb. d. 66 (Cat. 2878), fol. 48, col. I, line 20, ed. *ibid.*, col. I, line 20 [I, 36; id., *Med. Soc.*, 4:320]; 15 d.: *ibid.*, col. I, line 21 {the last two deal not with a *ḥulla* but with a *khil'a*}; TS 20.7, line 8; TS 24.9, line 23, Brides from less well-to-do families had to be content with a *ḥulla* worth 3-6 dinars.

<sup>7</sup> No. I, 22, line 25.

<sup>8</sup> See about him Goitein, *Med. Soc.*, 1:238-39, and Index; 2:512, sec. 10. [See also the indexes *ibid.*, 6:2, and Friedman, *Polygyny*, 357.] Abraham distances his signature from the text by four small circles, each with a diameter of about 2 mm. For such symbols that separate the signature from the text, see the notes to the end of I, 1-2; I, 3v, line 13. None of the other three signatories has a distinguished handwriting. One, Moses b. Mordecai ha-Kohen, entered a partnership to which he contributed 50 dinars and his partner 80, TS NS 320, f. 22 + ULC Or. 1080 J 121 (two fragments belonging together).