

A Deed of Acquittance, made out and signed by
Halfon between 29th November and 8th December, 1133,
most probably in ^{or near} Aden.

University Library, Cambridge

T.-S. Glasse s 20.63

The document is much mutilated. Its upper part and the beginnings of the first seven lines preserved are torn away, there are holes and, in addition, some words are effaced. The rather light-greyish-brown paper is 27 cm. broad and its more completely preserved left side is 33 cm. long.

On the bottom, a dark-brown and particularly fibrous piece of paper, 11 cm long, was pasted on for adding an endorsement confirming the signatures of the original document. The right side of this endorsement is torn away and much of the remaining text is effaced; however, it was possible to re-stitute it almost completely.

The first line of the endorsement was written on the original document in order to safeguard its validity. Likewise, there appear on the margin of the document, at its bottom, the beginnings of three lines, which were continued on the part of the endorsement lost. These certainly contained signatures on the endorsement, which were again arranged in such a way that a part of them was written on the original document. Although only two letters are preserved in each line, it seems that each pair belonged to a different hand: that of the scribe and of two signatories. They may be complemented as follows:

Margin (1) HD = Hdha, "This (is the signature of...)"

(2) SH = Şahh. or Şahîh, "In order" followed by each
lost signature

(3) SH = " " " " "

As will be explained below, in the Notes to ll. 30-36, two witnesses had to certify that the signature of the second of the two signatories on the original was genuine. It were those witnesses who signed on the margin.

The deed itself consists of 29 lines, comprising an average of 14 words each. It was written and signed by Halfon. The same hand in Nos. 86, 88, 94, 99, 102-3, 109b, 205.

As is befitting a legal document, Halfon writes here more carefully and in larger characters than he does in letters or notes. However, even here the beginnings of his lines recede: while at the top of the paper, the margin is about 1 cm broad, at the bottom it is about 3 cm. Once, l. 2, he had to delete a word (by putting two dots on each letter); twice, ll. 6 and 19, he forgot a word and had to write it above the line; these mistakes, as the law requires, are faithfully recorded at the end of the document, l. 28. However, in l. 10, in the sentence: "He said to us: and witness", he either forgot a word (e.g. "write!"), or wrote a redundant "and", obviously without ever noticing the mistake. See also Note to l. 24.

The deed is written in Arabic, but contains very many Hebrew and Aramaic legal terms and phrases, some of which require explanation, see below. The endorsement is written entirely in Aramaic.

As date, "the first ten days, 'Ashr, in Tēveth of the year 1445" (Seleucid Era) are given in l. 25. The first day of that month corresponded to the 29th November 1133. For this method of dating, which was in use in Egypt already in pre-Islamic times, see Vol. I, chapter "Dating and Chronology" and Index s.v. 'Ashr.

Instead of the name of a place, we find in l. 26: "Jurisdiction of our lord Maṣlī'ah ha-Kōhēn, the Head of the Academy (27) Ge'ōn Ya'qōv--may his seed last for ever--son of lord Solomon ha-Rōhēn, a Gaon, son of a Gaon and offspring of a Gaon".

Maṣlī'ah was "Gaon" or the head of the Palestinian Jewish Academy, which, owing to the occupation of Jerusalem by the Crusaders, had at that time its seat in Egypt and was eager to expand its jurisdiction over as many countries as possible. The Jews of Yemen, who, owing to the Indian trade, were closely connected with Egypt, recognized it, without, however, severing their relations with the Rēsh Galūtha, the Head of the Exiled, or Jewish Exilarch, who had his seat in Baghdad. This situation gave rise to a serious conflict, see below Nos. 86-89. It is perhaps for this reason that Halfon did not write--as would have been the normal procedure--"here in Aden, which is under the jurisdiction of etc.", but omitted the name of the town. In any case, Halfon must have been at that time in or around Aden, for his Cairine partner sent him, a month later, a letter to that address, in which he mentioned that Halfon had come back there from India, see No. 83. As it was not customary to travel by sea in December-January, it

follows that Halfon was found, at the time of the writing of our document, either in Aden or somewhere in its neighborhood. However, the very casual reference to the account books of Madmūn, the representative of the Merchants in Aden, ll. 3 and 7, suggests that our document was indeed made out in that town.

The document is an acquittance, Barā'ah, l. 12, 14, 21, in which Isaac b. Makhlūf al-Nafūṣī, i.e. from the Jabal Nafūsa in Tripolitania, acknowledges the receipt of the equivalent, ʿIwāq, of all Barakāt b. Mūsā al-Ḥalabī, i.e. of Aleppo, owed to him, capital, ʿAṣl, and profit, ʿAḥād, l. 9-10. Both merchants are known from other documents, see the Notes. Comments.

As the reference to 'capital and profit' indicates, there existed between the two a contract of partnership of the type commenda or Muḍaraba, cf. No. 162, l. 11, which document is an acquittance like ours.

The partnership had been created in two stages. First, Isaac Nafūṣī had handed over to Barakāt Ḥalabī the following items, in the presence of (or: "through"; the relevant word is town away) the Nākhudā, or shipowner, Madmūn b. al-Ḥasan, (ll. 4-7):

- 1) one or more hundred and four ḍīnār.
- 2) Unfortunately, both the number of the hundreds and the type of the ḍīnār are lost. As in the following, both Egyptian and Yemenite gold is mentioned.
- 2) 33 Egyptian ḍīnārs.
- 3) Pearls at the price of . . . (from 20 d. upwards).
- 4) 23 Saʿdī and Maliki ḍīnārs.

As the two coins are numbered as a currency of the same value, it is highly probable that Sa'īdī is identical with the Ḍīnār of Zabīd, see above No. 81, l. 31. The contemporary and rival of Makarram, the creator of the Maliki Ḍ. was Sa'īd b. Najjāh of Zabīd, see Encyclopaedia of Islam, s.v. Sulaiḥī; perhaps the Zabīdī Ḍ. was called, with a slight alteration, after him.

5) Egyptian Silver coins, Fidda Muqra, see above No. 21, l. 8.

The word designating the quantity is lost.

6a) Two Bai'as i.e. 9,500 kg (see above No. 81, l. 24) corals of the variety Maqtū', a good quality, cf. Dimashqī, Maḥāsīn, p. 17, where one of the characteristics of the best corals is that "the big knots are cut off, qutī'at, from beneath of them".

6b) A Jūniya, or bag, containing corals of the cheap variety, Ḍaqq (thin), cf. Maḥāsīn ib. and No. 158, l. 7, where corals are carried in a Jūniya of Ḍasab, Egyptian linen.

7) Everything else listed in the account book, Deftar, of Maḍmūn (l. 7 restored after l. 3). Obviously, these were smaller items. In any case, such a reference to the account book of the Representative of the Merchants in a highly formal legal document shows how important it was.

These transactions obviously were made in Aden, certainly with the object that Barakāt Ḥalabī, while travelling to India, should use those commodities for purchasing Oriental goods.

Later on, Isaac Nāfūsī sent Ḥalabī 300 Egyptian silver coins, Muqra, through Barakāt b. Mansūr al-Maghribī, or the

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Moroccan, l. 8, certainly to India.

As we see, the Tripolitanian merchant used for his Indian purchases, with the exception of pearls and corals, only cash: 4 currencies of gold and one of silver.

One may ask why Nafūsī did not apply to the rabbinical court of Aden, cf. above Nos. 36 and 39, instead of using the services of Halfon. Two considerations have to be made in this connection. Law at that time was personal, not territorial. Both with Muslims and Jews, it was religious scholarship which counted for drawing up a legal document, not appointment by a local authority. Halfon, who was learned himself and a brother of the President of the rabbinical court in Cairo, was as good for the purpose as any local religious dignitary.

Secondly, the Tripolitanian and the Aleppine merchants certainly had their 'base' in Cairo. Thus a witness, stationary in that town, safeguarded the validity of the deed better than another whose signature needed to be certified by two other witnesses, see below Notes to ll. 30-36.

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Contents of No. 82

- A. The Deed of Acquittance (ll. 1-29).
1. Preamble: Statement of facts, see above (ll. 1-10)
 2. Declaration of the applicant (Isaac Nafūsī) and his request from the witnesses to testify and to draw up the deed (ll. 10-18)
 3. The Qinyan (H.), the ^{symbolic} fictitious act of purchase, by which, according to Jewish law, all transactions became legal (ll. 18-24)

4. Date and Place. (ll. 24-27)
 5. Corrections and final confirmation (l. 28)
 6. The Signatures of Halfon and another witness. (l. 29)
- B. The Endorsement (ll. 30-36 and the beginnings of 3 lines on the margins)

An unspecified court of two (signatures lacking; certainly in Cairo) ratifies the deed, as Halfon was known to them and the second witness' signature was confirmed both by Halfon and two other witnesses.

NOTES

Line

- 2 Barakāt b. Mūsā (without: al-Ḥalabī) is mentioned in No. 31, l. 13 and 24, as a merchant sojourning in Aden and having a partnership with the writer of that letter. As we find here, Isaac b. Makhlūf, as Barakāt's partner, it is likely that he wrote that letter. See the Introduction to No. 31.
- 3 Two strokes on obviously indicate that it is to be read as a long ā, cf. the same strokes above barā'a, l. 12 and 14; al-istifā, l. 20; al-tāmmah, l. 21; however, above al-barā'a in l. 21 only one stroke is written.
- The typical Yemenite eulogy "May he be remembered to the good (with blessings)" also indicates that the document was drawn up in Aden.
- 8 Al-Maghribī: completely effaced. However, the reading is sure, cf. the two last letters in al-Ḥalabī in l. 12.

12

The Tashdid could be read also as belonging to the . . . Obviously abarrait, "I acquit", a hybrid form for

barrait and abrait = abra'tu, is intended.

10ff. The Arab formulas of acquittance occurring here are self-explanatory.

For the Hebrew and Aramaic terms, cf. (S. Asaf), The Book of Shetaroth (Formulary) of R. Hai Gaon, Supplement to Tarbiz I, Jerusalem, 1930, p. 22f., where further literature is given.

15 "Claim". For this expression, which is not listed in Ben Yehuda, Thesaurus Totius Hebraicitatis, see the above quoted Book of Shetaroth, p. 23, note 8, and below No. 162, l. 28. In addition:

^a
Yemshalyim, p. 100, l. 7

16 "Protest, objection". This form, too, is not found in Ben Yehuda.

18 So far, all the names had been given in Arabic. Here, where the formal act of the Qinyān (H., see above and Vol. I, Index) is recorded, Nafūsī is called by the Hebrew form of his name and with full titulation: "His Honor, His Greatness, his holiness, our master and teacher". If No. 31 as we assumed, is in his handwriting, he indeed was a rabbinical scribe.

23 Kutub al-abārī: a plural from barā'a, or rather ibrā', not noted in the dictionaries, but, if I am not mistaken, quite common in Geniza documents.

24 : The redundant first is either a phonetical rendering of welir'āya (H.), or perhaps a mistake. In the numerous deeds, where this term occurs, it is not spelled that way.

29 The second signatory, Abraham b. Samuel, seems to be unknown from other sources. He signs his name in quadrangular letters ("print") which are similar to those in the signature of Isaac b. Samuel, above Nos. 3, 5, 11, 15, 18. However, the latter's father was dead, already in 1097/8, while the father of our signatory was still alive in 1133, as the eulogy after his name proves:

"may his Rock (God) preserve him".

30-36 For the restoration of the endorsement, Hai Gaon's Formulary, p. 45 (see above Note to l. 10ff.), and fairly contemporary similar documents have been compared. Especially useful was one emanating from Hai's own court, published by Jacob Maun in Hebrew Union College Jubilee Volume, Cincinnati, 1925, p. 257/8.

The endorsement certainly was made out in Cairo. Halfon who was the brother of the President of the Rabbinical Court there, was, of course, well-known in the town. However, the second signatory was not present. Therefore, his signature had to be endorsed both by Halfon himself and two other independent witnesses, of whom it is stated, that their names were mentioned above. These are obviously the persons signing on the margin, see above p. 2.

The endorsement itself, for reasons unknown to us, is not signed. Perhaps there was a flaw in the procedure. For l. 30 says that the endorsement was made in the presence of two witnesses, while Hai Gaon's Formulary expressly demands that of three.