

An India Trader's Partnership in Almería (1139)*

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LA SOCIEDAD COMERCIAL DE UN MERCADER DE LA INDIA EN ALMERÍA (1139).— El presente artículo contiene la edición y análisis del documento legal conocido más antiguo de Almería. Consiste en un título de sociedad escrito en judeo-árabe en 1139, conservado en la Guenizá de El Cairo. Las partes contratantes son Ḥalfón, un mercader judeo-egipcio de la India y gran viajero, famoso por su asociación con Judá ha-Leví y con Ibn al-Naghira, comerciante judío del Norte de África. La escritura recién descubierta fue ejecutada antes de la partida de Ḥalfon de Almería para Egipto, y en ella tanto se aclaran datos de la vida de Ḥalfon que ayudan, a su vez, a reconstruir la vida de Judá ha-Leví, como se confirma o se corrige la interpretación de otros elementos del archivo de Ḥalfon. Dos fragmentos del documento original han podido ser identificados, pero continúa incompleto. Aparte de la novedosa información que proporciona sobre algunos de los signatarios, mercaderes internacionales que acompañaban a Halfon en su regreso a Egipto, este documento arroja luz sobre las rutas del comercio internacional y los contactos entre las comunidades de Egipto y al-Ándalus.

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PALABRAS CLAVE: Almería; al-Ándalus; India; comercio; Guenizá; judeo-árabe; sociedad comercial.

This article contains an edition and analysis of the earliest known legal document from Almeria. This is a partnership deed written in Judeo-Arabic in 1139, preserved in the Cairo Geniza. The parties to the contract were Ḥalfon, an Egyptian-Jewish India trader and world traveler, famous for his association with Judah ha-Levi, and Ibn al-Naghira, a North African Jewish merchant. This two had already entered a partnership a year earlier in Fez, Morocco. Other documents from or concerning Almeria from this period are cited. The newly identified deed was executed prior to Ḥalfon's departure from Almeria for Egypt. It clarifies aspects of Ḥalfon's biography and helps in the reconstruction of data on Judah ha-Levi's life. It provides confirmation or corrections of the interpretation of other items from Ḥalfon's archive. Two pieces of the original contract have been identified, but it is still incomplete. Some of the witnesses who signed in Almeria were international traders who accompanied Ḥalfon, on his return trip to Egypt. Their signatures were validated by a court in Alexandria. Because of the death of his brother, Ḥalfon stayed in Alexandria for a year before traveling to Fustat (Old Cairo), where the local Jewish court, in turn, verified the signatures of members of the Alexandrian court. New information on the particulars of several of the signatories is provided. The document sheds light on the international trade routes and contacts between communities from al-Andalus to Egypt.

KEYWORDS: Almeria, al-Andalus, India Trade; Geniza; Judeo-Arabic; Partnership.

1. INTRODUCTION: PARTNERSHIPS BETWEEN AN INDIA TRADER AND A NORTH AFRICAN MERCHANT FOR COMMERCE IN AL-ANDALUS

This article focuses on newly identified Geniza fragments that document contacts between an India trader, Ḥalfon, and a North African merchant, Ibn al-Naghira. The body of the article is devoted to an analysis and edition of a deed of partnership between the two men drawn up in Almeria, al-Andalus, which supplies pieces of information of interest for various research topics, ranging from the historical record of Almeria to the dating of Judah ha-Levi's *Kuzari* to Judeo-Arabic. To put the new discoveries in perspective, the following paragraphs introduce the India trade as known from the Geniza documents and review the already published material on the contacts between the two traders. The Introduction also shows how the newly identified fragments make it possible to clarify or emend aspects of earlier research.

Trade between lands that bordered on the Indian Ocean and on the Mediterranean during the High Middle Ages was an internatio-

nal phenomenon of momentous socio-economic significance. The late S. D. Goitein called attention to the importance of the Cairo Geniza documents, written from the late eleventh century through much of the twelfth century, for understanding this activity. These documents focus on Jewish international traders in Arabic speaking countries, but their activity was inclusive and representative, and the significance of these fragments extends far beyond those geographic and ethnic denominators. The participants in these ventures wrote the so-called 'India Book' letters, and the recent publication of a large portion of this corpus has brought to light significant aspects of this international undertaking.¹

Jewish traders from the Iberian Peninsula, especially from al-Andalus, were active participants in the India trade, and they are mentioned in the Geniza documents as being present in India and along the India route. Most of the Jewish India traders, however, resided in Egypt. Their wholesale import-export business required frequent travel between India and the Far East and North Africa and the Iberian Peninsula. During these trips, they personally purchased and sold goods and arranged for shipping commodities. They also wove trade networks, invested their capital, entered partnerships and engaged the services of agents from one end of the known world to the other.

The Egyptian-Jewish trader and world traveler Ḥalfon b. Nethanel was one of the outstanding participants in the India trade. Geniza fragments that originated in his personal archive document his travels between Egypt, Yemen, India, North Africa, al-Andalus and Syria during the third to fifth decades of the twelfth century.² He marketed Oriental goods in

¹ See the sources and researches in the following volumes: S. D. GOITEIN and M. A. FRIEDMAN, *India Traders of the Middle Ages: Documents from the Cairo Geniza ('India Book')* (Leiden–Boston 2007); *India Book I: Joseph Lebḏī – Prominent India Trader, Cairo Geniza Documents* (Jerusalem 2009 [in Hebrew]); *India Book II: Maḏmūn Nagid of Yemen and the India Trade, Cairo Geniza Documents* (Jerusalem 2010 [in Hebrew]), and *India Book III: Abraham Ben Yijū – India Trader and Manufacturer, Cairo Geniza Documents* (Jerusalem 2009 [in Hebrew]); M. A. FRIEDMAN, *India Book IV-A: Ḥalfon and Judah ha-Levi: The Lives of a Merchant Scholar and a Poet Laureate according to the Cairo Geniza Documents* (Jerusalem 2013 [in Hebrew]), and S. D. GOITEIN and M. A. FRIEDMAN with the assistance of A. ASHUR, *India Book IV-B: Ḥalfon the Travelling Merchant Scholar: Cairo Geniza Documents* (Jerusalem 2013 [in Hebrew]).

² On Ḥalfon's personal archive and the difference between an archive and the Geniza, see FRIEDMAN, *India Book IV-A*, pp. 1-5.

al-Andalus and in other lands he visited and purchased local commodities there for sale in the Eastern Mediterranean and beyond. Ḥalfon was a merchant scholar, and his prolonged stay in the Iberian Peninsula in 1138-1139 was of significance because of not only the commercial activity, which his papers document, but also because of the close relationship that he developed there with the poet laureate Judah ha-Levi and other intellectual luminaries.³

Ḥalfon's successes in international trade and his resultant extended sojourn in al-Andalus were enabled largely by his contacts with other merchants and the arrangements between them, which he formalized by legal contracts. In this paper, we are concerned with his contacts and contracts with a North African trader named Yûsuf b. Šu'ayb – a.k.a. Abû Jacob⁴ Joseph b. Saul – Ibn al-Naghira.⁵

On one of the days between January 5-14 (the last ten days in the month of Tevet), 1138, Ḥalfon and Ibn al-Naghira entered a partnership in Fez, Morocco. Like the other documents discussed here, the deed of partnership (H26) was written in Judeo-Arabic (Middle Arabic in Hebrew characters).⁶ This is the only document that mentions the two men in which the entire date formula is intact. Ḥalfon kept the deed in his personal archive, and it eventually found its way to the Geniza chamber in Fustat (Old Cairo), where it was preserved until removed by Solomon Schechter in the late nineteenth century and relocated to the Cambridge University Library.

³ The abundant material from the Geniza for studying the socio-economic history of the Iberian Peninsula and its Jewish community still awaits systematic research.

⁴ The name is spelled יעקב (Jacob) rather than יעקוב (Ya'qûb). For names common to Arabic and Hebrew, North African Jews used the Hebrew spelling in writing their *kunyas* (bynames) rather than the Arabic spelling; see GOITEIN and FRIEDMAN, *India Traders*, pp. 170, nn. 57 (see there references for ברו יעקב) and 58, 187, n. 4, and 480, n. 16.

⁵ For the different ways to read this name and its meaning see FRIEDMAN, *India Book IV-A*, p. 171, n. 81.

⁶ The contract is preserved in TS 12.830 and TS 8 J 5.13 and published in GOITEIN and FRIEDMAN, *India Book IV-B*, pp. 142-147. Its symbol there and in FRIEDMAN, *India Book IV-A* is H26, and similar symbols (H followed by a number) are used below for other documents published and studied in these two volumes.

Ḥalfon invested in the partnership sixty *Murâbiṭ mithqâls* (gold coins, dinars, each weighing 4.25 grams, minted by the Almoravids), with which Ibn al-Naghira was to purchase goods and conduct transactions on Ḥalfon's behalf, and Ibn al-Naghira added to the principle forty *Murâbiṭ mithqâls* from his own funds. According to the terms of the agreement Ḥalfon had exclusive rights to determine the duration of the partnership and Ibn al-Naghira was obligated to come, as instructed, to meet him in any locality (in the Maghreb, that is North Africa or al-Andalus, but the word is a restoration in the fragmentary text).

The 1138 partnership and the other contracts discussed below, including the newly identified partnership deed from Almeria, are of interest for the history of Jewish contract law, especially as concerns how they avoid the prohibition of usury. I have discussed these matters elsewhere and do not deal with them here.⁷

Ibn al-Naghira appears in letters from Ḥalfon's Andalusian correspondence subsequent to the 1138 contract from Fez. Ḥalfon seems to have been residing in Lucena (in the Geniza papers: *al-Yusâna*) when Isaac Ibn Bârûk, his business agent in Almeria, wrote to him on July 10, 1138. That letter (H30) deals with funds to be sent to Judah ha-Levi and was written in response to Ḥalfon's letter that Ibn al-Naghira had delivered to Ibn Bârûk. The agent noted in a postscript that he gave Abû Jacob [Ibn al-Naghira] twenty and a half *mithqâls*, as per Ḥalfon's instructions.⁸

In a subsequent letter (H32) to Ḥalfon, probably from the end of August that year, Ibn Bârûk again mentioned this payment and summarized other dealings by Ibn al-Naghira in Almeria. When his anticipated sale of a slave fell through, he was short of funds to pay a silk dyer and asked for an advance of ten *mithqâls* from Ḥalfon's account. Ibn Bârûk claimed that he had no instructions for such a disbursement of funds. Ibn al-Naghira countered that had Ḥalfon been there, he would have advanced him as much money as he needed and that he would repay the debt immediately upon returning from his business trip. Ibn Bârûk eventually relented and gave Ibn al-Naghira the ten *mithqâls*.⁹

⁷ See especially GOITEIN and FRIEDMAN, *India Book IV-B*, pp. 142-143.

⁸ Bodl. MS. Heb. d. 74, fol. 41, ed. GOITEIN and FRIEDMAN, *India Book IV-B*, pp. 166-172.

⁹ TS 12.285, ed. GOITEIN and FRIEDMAN, *India Book IV-B*, pp. 177-181.

Two additional previously published items from Ḥalfon's archive presumably relate to Ibn al-Naghira. His association with the first (H33), a fragment of a letter that mentions no names, is rather speculative. The hand and language are distinctively Andalusian, and the fragment has been preserved together with other Andalusian correspondence of Ḥalfon. The writer spoke of dealings in Almeria and of his attempt to collect ten *mithqâls* and requested an advance from the recipient. I have suggested that the recipient was Ḥalfon, the writer Ibn al-Naghira and the ten *mithqâls* requested as an advance in Almeria the same sum that Ibn Bârûk mentioned in his letter.¹⁰ One of the newly identified fragments discussed below necessitates a reassessment of the suggestion that the writer of H33 was Ibn al-Naghira.

The second item (H29) is a fragmentary partnership deed between Ḥalfon, the investor, and one Joseph/Yûsuf, the active partner. The fragment does not preserve Joseph/Yûsuf's father's name and family name or the sum of Ḥalfon's investment. The partnership was for a limited period, until Passover 1139, and Joseph/Yûsuf undertook to pay a fine of twenty *mithqâls* to be given "to the poor of Almeria and for [ransoming] the captives," in case of non-fulfillment of terms of the contract. The documents in Ḥalfon's archive contain important information on Jewish captives in the Iberian Peninsula and on the efforts of the Jewish community to ransom them. Judah ha-Levi played a pivotal role in the ransom effort, and Ḥalfon assisted him.¹¹

Because of the differences between the clauses in the partnership deed issued in Fez (H26) and the fragment of the contract with Joseph/Yûsuf (H29), Gil and Fleischer rejected Goitein's identification of the latter with Ibn al-Naghira. Contrariwise, I have assumed that these differences are not significant and that the fragment probably represents a second partnership between the two men, contracted in al-Andalus, perhaps in Lucena where Ibn al-Naghira traveled to meet with Ḥalfon, after termination of the first partnership.¹² The second of the newly identified fragments studied below supports that general assumption (but not the specific location in Lucena).

¹⁰ TS 8 J 18.3, ed. GOITEIN and FRIEDMAN, *India Book IV-B*, pp. 182-183.

¹¹ See FRIEDMAN, *India Book IV-A*, pp. 185-193 and the sources and literature cited there.

¹² TS 8.81, ed. GOITEIN and FRIEDMAN, *India Book IV-B*, pp. 163-165; see the discussion in FRIEDMAN, *India Book IV-A*, pp. 183-184, and the literature cited there.

2. NEW DISCOVERIES FROM ḤALFON'S ARCHIVE

(A) Despite the publication of most of Ḥalfon's known archive, this research is still in progress, and recently new relevant items have been identified. Two fragments brought to my attention by Dr. Amir Ashur shed further light on the Ibn al-Naghira–Ḥalfon connection. The first is an extremely damaged and effaced fragment of a letter from the former to the latter. Ibn al-Naghira mentioned a meeting with Abû Ibrâhîm,¹³ prices of Oriental commodities, *mithqâls* from Tlemcen, Algeria, someone who did not listen to him, Almeria and silk.¹⁴ It is tempting to assume that it refers to the same request for an advance mentioned in Ibn Bârûk's letter (H32). Nevertheless, the handwriting of this newly identified fragment is clearly different from the handwriting of the anonymous fragmentary letter (H33) that I had assumed Ibn al-Naghira had written concerning the same advance. Accordingly, we must conclude that he was not the author of that fragment – unless a scribe wrote one of the two items for him.

(B) The identification of the second item, a fragmentary deed of partnership between Ḥalfon and Ibn al-Naghira written in Almeria (line 23), was the catalyst for writing this study. This document is of interest for several reasons, and its analysis and edition comprise the remainder of the article. Several Geniza letters were written in Almeria or contain information about that city. Most of them belong to Ḥalfon's correspondence and were published in Goitein & Friedman, *India Book IVB: Ḥalfon*. To the best of my knowledge, this contract is the only legal document explicitly written there that has been identified in the Geniza papers.

The Geniza documents emanating from or otherwise concerning Almeria moreover provide unique historical data for the research of that important port city. I called the newly identified contract to the attention of Prof. Jorge Lirola of the University of Almeria, and he has confirmed that other than the Geniza fragments there are no known documents from Almeria from the Almoravid period whatsoever and that the earliest

¹³ Presumably this is Abû Ibrâhîm Işhâq b. Şabbat who wrote H51 (TS 8 J 18.6) to Ḥalfon and is mentioned elsewhere in his correspondence; see FRIEDMAN, *India Book IV-A*, pp. 207-208 and 403 (index).

¹⁴ TS AS 149.119. I hope to publish elsewhere this and other recently identified fragments that belong to Ḥalfon's archive.

known legal documentation is from the late fifteenth century.¹⁵ Furthermore, it now seems likely that also the fragmentary contract of partnership that was to last until Passover 1139 (H29) was written in Almeria and not in Lucena, as I had previously assumed. This is the most logical conclusion from the assignment of the fine in case of non-fulfillment “to the poor of Almeria and for [ransoming] the captives.”

Two pieces of the newly identified contract have been located at present. The larger fragment, which Ashur called to my attention, preserves the full length and most of the right side of the contract. I have matched this fragment with a smaller piece, which comprises most of the lower half of the left side of the original.¹⁶ The contract is dated in the month of Sivan 489[X] (AM). Since there was clearly room for a word conveying the unit after ‘nine[ty],’ in theory this could be any year between 4891 and 4899, corresponding to 1131-1139 C.E.

Because of his other travels, it would have been extremely difficult or impossible for Ḥalfon to be present in Almeria during most of that period. Furthermore, a number of factors in the court verification and confirmation that were appended to the contract, detailed in the following discussion, provide evidence for the conclusion that the sequence of the three partnership deeds with Ibn al-Naghira was as follows: H26 – Fez, January, 1138; H29 – binding until Passover (beginning March 18) 1139; and this newly identified fragmentary contract, whose date must have been 4899, when the month of Sivan began May 1, 1139. The two partners presumably met in the port city of Almeria after Passover to renew their partnership. As also attested by the verification and confirmation appended to the contract and discussed below, the meeting was undoubtedly occasioned by Ḥalfon’s impending departure from al-Andalus for his return trip to Egypt, already known to have taken place in the spring or early summer, 1139.

This conclusion is of significance not only for determining the sequence of partnerships between the two merchants but for a better under-

¹⁵ A private communication dated December 11, 2013.

¹⁶ The two fragments do not appear together in the ‘joins suggestions’ function in the FGP site. At my request, Dr. Ashur added the join in the ‘jigsaw puzzle’ function of FGP. As of the time of this writing the image of the join is accompanied on the site by the erroneous comment that “This Join Was Created Automaticaly [!] By The Jigsaw Puzzle Pro.”

standing of Ḥalfon's biography and the chronology of his extended stay in al-Andalus. This, in turn, has wider implications, especially for the study of Judah ha-Levi's life and works. Ḥalfon's archive is an important source for research on ha-Levi. In one of his letters to Ḥalfon, ha-Levi wrote of having composed his theological magnum opus, the Book of the Kuzari. From their study of that letter and other documents from Ḥalfon's archive Gil and Fleischer concluded that 1127-1129 was in all likelihood the period of the trader's only visit to al-Andalus, that he definitely had not been there during 1138-1139, and that ha-Levi wrote the Kuzari some ten years earlier.¹⁷ I have already provided what I consider incontrovertible evidence that their reconstruction was in error.¹⁸ The lacuna in the date formula of the newly identified partnership contract notwithstanding, the text thus provides additional weight to my earlier conclusion.

Contrariwise, the contract makes it possible to correct my earlier assumption concerning one of the letters from Ḥalfon's archive. I had suggested April 17, 1139 as the date of a letter (H57) that described his arrival in Alexandria from a trip to the West in mid Iyyar (without the year). That dating admittedly caused some tension with other documents when reconstructing Ḥalfon's whereabouts for 1139, and I already speculated that while less likely, the letter could have been associated with an earlier trip to the West.¹⁹ That it refers to another trip follows from the conclusion that the newly identified contract was written in Almeria during the month beginning May 1, 1139.

The formula of the deed is worded as a deposition by the witnesses who quoted and attested Ibn al-Naghira's statement. He confirmed owing Ḥalfon forty *Murâbiḥî mithqâls*, evidently capital for purchase of unspeci-

¹⁷ See M. GIL and E. FLEISCHER, *Yehuda ha-Levi and His Circle: Fifty-five Geniza Documents* (Jerusalem 2001 [in Hebrew]) pp. 88-95.

¹⁸ See M. A. FRIEDMAN, "On Judah ha-Levi and the Martyrdom of a Head of the Jews: A Letter by Ḥalfon ha-Levi b. Nethanel," in: *Adaptations and Innovations: Studies on the Interaction of Jewish and Islamic Thought and Literature from the early Middle Ages to the Late Twentieth Century Dedicated to Professor Joel L. Kraemer*, eds. Y. T. LANGERMANN and J. STERN (Paris-Louvain-Dudley, MA 2007) pp. 83-108; FRIEDMAN, *India Book IV-A*, pp. 232-243.

¹⁹ TS 13 J 36.3, ed. GOITEIN and FRIEDMAN, *India Book IV-B*, pp. 282-286; see the discussion in FRIEDMAN, *India Book IV-A*, pp. 227-228.

fied commodities (see line 10).²⁰ Unfortunately, the two fragments of the contract do not preserve details concerning the transactions to be undertaken and the division of proceeds. Ibn al-Naghira agreed that Ḥalfon's word concerning repayment of his investment was binding without dispute.²¹

The document with addenda consists of thirty-nine lines which can be divided as follows: (1) the body of the legal deed, including both Ibn al-Naghira's statement and concluding legal formulae – twenty-five lines; (2) the signatures of seven witnesses – two lines; (3) verification of the witnesses' signatures by a court of three – five lines; (4) confirmation of this verification by a second court of three – seven lines.

The witnesses (2) clearly signed in Almeria, when the deed was drawn up. As the identity of the signatories to the two court certifications prove, the first certification (3) was executed in Alexandria and the second (4) in Fustat. The contract is written primarily in Judaeo-Arabic with many Aramaic and Hebrew formulas; the main language of the certifications is Aramaic.

The complex triple-tiered attestation – witnesses' signatures (2) and double court certifications (3-4) – enables us to follow the progression of the contract in the hands of Ḥalfon, the great traveling merchant, from Almeria at the western extremity of the Mediterranean to Alexandria at its eastern extremity and on to Fustat, terminus for both the Mediterranean and the Indian Ocean trade. Since each successive entry names the signatories in the preceding one, this procedure also makes it possible to restore some of the names preserved only partially in the original deed or in the respective court certifications.

²⁰ Were it not for the fragmentary reference to purchases or sales in line 10 and the other known data on Ḥalfon and his association with Ibn al-Naghira, one might have thought that this is a simple loan contract.

²¹ Unlike the partnership contract issued in Fez (H26), where Ḥalfon invested sixty *mithqāls* and Ibn al-Naghira forty, here presumably Ḥalfon's investment was forty and Ibn al-Naghira's is not preserved. I think it improbable that this contract refers to similar 60:40 investments and an undertaking by Ibn al-Naghira to forfeit all of his capital if he failed to transact Ḥalfon's business as promised. Note that according to the second contract described above (H29) the fine for non-fulfillment was twenty *mithqāls*, but the amounts of the investment capital are not preserved. Only the discovery of the missing pieces will make it possible to ascertain these matters.

Court verification of the witnesses' signatures was intended to protect against forgeries. Double court certifications, one validating the signatures of the witnesses to the contract and the second confirming the signatures to the first court's verification, are unknown from extant legal formularies. The few examples preserved in the Geniza reflect the highly mobile character of that society. An instance described by Goitein involves another document issued in the Iberian Peninsula and presented in Egypt. The deed was executed and signed by witnesses in Denia about forty years before our partnership contract, its witnesses' signatures verified by a North African court in al-Mahdiyya, and the signatures to the verification confirmed by the court in Alexandria.²²

The procedure involved in the newly identified partnership deed between Ḥalfon and Ibn al-Naghira also reflects special circumstances. The arrangement between them was obviously a long-term affair. This contract must have been drawn up in Almeria shortly before Ḥalfon set sail for Egypt. Four of the seven witnesses (2) evidently planned to accompany him. Accordingly, all four signed the deed first (in line 26) and upon arrival in Alexandria appeared in person before the Jewish court there to authenticate their signatures (3). When he arrived in Alexandria, Ḥalfon was informed of the death of his older brother Eli. He fell into a deep state of depression and was unable to proceed to Fustat and complete his trip for almost a year. Presumably only then, in mid 1140, did he present the contract to the court there for its final confirmation (4).

The first witness who signed the contract was Joseph ha-Levi b. Ḥârith. Abu l-Barakât (ha-Levi) b. Ḥârith was one of Ḥalfon's closest associates. His Hebrew honorific was the exceptional פאר הסוחרים 'Pride of the Merchants' (H3) and his father Ḥârith's זקן הקהילות 'Elder of the Congregations' (H72). He was found together with Ḥalfon in Aden, Egypt, al-Andalus and North Africa.²³ In his letter of August 8,

²² TS 13 J 7.11; see S. D. GOITEIN, *A Mediterranean Society: The Jewish Communities of the Arab World as Portrayed in the Documents of the Cairo Geniza* 1 (Berkeley-Los Angeles 1967) pp. 69 and 407, n. 45, and GOITEIN and FRIEDMAN, *India Book I*, p. 26.

²³ See FRIEDMAN, *India Book IV-A*, pp. 122 and 395 (index, where the references to *India Book IV-A*: 277 and *India Book IV-B*: 165 and 396 are erroneous). H3, CUL Add. 3340, verso, line 2, ed. GOITEIN and FRIEDMAN, *India Book IV-B*, p. 8. H72, LG Misc. 13, verso, lines 11-12, ed. GOITEIN and FRIEDMAN, *India Book IV-B*, p. 380.

1138 (H31), Ibn Bârûk informed Ḥalfon that Abu l-Barakât had arrived in Almeria from Alexandria.

Ḥârith ('Plowman') is a rare name in the Geniza papers. Abu l-Barakât b. Ḥârith was probably a descendent of Barakât b. Ḥârith who owned property in the Egyptian village Şahrajt a century earlier, as reported in a document from 1041, written in Fustat.²⁴ In none of the documents from Ḥalfon's archive (or other India Book papers) does Abu l-Barakât's Hebrew name appear. It was only logical for Goitein to assume that Abu l-Barakât ha-Levi b. Ḥârith, Elder of the Congregations, the India trader, was the same as Abraham ha-Levi b. Ḥârith, Elder of the Congregations, whose signature appears on a *ketubba* from Alexandria ca. 1143 and on at least one other document.²⁵

However, Joseph ha-Levi b. Ḥârith's signature on Ḥalfon's partnership deed in Almeria – where Abu l-Barakât b. Ḥârith was present – compels us to reconsider Goitein's identification. A letter dated February–March 1140 (H68) shows that by then Abu l-Barakât was back in Egypt with Ḥalfon.²⁶ Consequently, Abu l-Barakât was almost certainly Joseph's byname rather than Abraham's, and these two men must have been brothers.

The second signatory, Isaac b. Aaron, was the namesake of Isaac b. Aaron al-Sijilmâsî (from Sijilmâsa, Morocco), a close business associate of Ḥalfon.²⁷ His and his father's names, Isaac and Aaron, were,

²⁴ CAJS Halper 335, line 9. On Şahrajt, see M. A. FRIEDMAN, *Jewish Polygyny in the Middle Ages* (Jerusalem–Tel-Aviv 1986 [in Hebrew]) p. 247, n. 4, and the literature cited there.

²⁵ S. D. GOITEIN, *Letters of Medieval Jewish Traders* (Princeton 1973) p. 201, n. 24. The *ketubba* TS 20.5 is from Alexandria, not Fustat, as mentioned there. The other fragment cited there, TS 12.706, contains only Abraham's signature with no other indication of time or place. I accepted Goitein's suggested identification of Abu l-Barakât's Hebrew name as Abraham in restoring the fragmentary document TS 10 J 28.9, ed. FRIEDMAN, *Jewish Polygyny*, p. 89; see the discussion there on p. 88.

²⁶ TS 20.80, ed. GOITEIN and FRIEDMAN, *India Book IV-B*, pp. 343-58. Regards to Abu l-Barakât son of Elder of the Congregations also appear in TS AS 162.169, a letter to Ḥalfon (apparently in Alexandria) from Isaac b. Aaron al-Sijilmâsî, concerning whom see the continuation here.

²⁷ See FRIEDMAN, *India Book IV-A*, pp. 419-420 (index).

needless to say, commonplace. Isaac b. Aaron the witness signed with a monumental hand. Comparisons of such styled signatures with the same man's signatures on letters are problematic. Isaac b. Aaron al-Sijilmâsî's signatures on his letters to Ḥalfon²⁸ bear little resemblance to the witness Isaac b. Aaron's signature, and on that basis, it is difficult to suggest a connection between the two. Nevertheless, since also this signatory traveled back to Egypt with Ḥalfon, he indeed may have been Sijilmâsî.

The fourth signatory, Ḥâvîv/Ḥabîb b. Abraham, is probably the same Shaykh Ḥabîb who appears repeatedly in Ḥalfon's Egyptian correspondence.²⁹ In his letter to Alexandria from February-March 1140 (H68), Ezekiel wrote to his brother Ḥalfon that Ḥabîb had described details of his experiences in al-Andalus in an audience – presumably with the newly appointed Egyptian Nagid Samuel b. Ḥananya in Cairo. I have already suggested that Ḥabîb traveled from al-Andalus to Egypt with Ḥalfon.³⁰ Our document substantiates this proposition, since it notes that Ḥâvîv/Ḥabîb b. Abraham appeared before the court in Alexandria to authenticate his signature on the contract from Almeria. Like Ḥalfon, Ḥâvîv/Ḥabîb was probably an Egyptian, who had traveled to al-Andalus on business. It is likely that his father was the Abraham b. Ḥâvîv/Ḥabîb who about ten years earlier wrote a letter from Alexandria to the India trader and representative of the merchants in Fustat Abû Zikrî Kohen.³¹

The combination of names of son, father, and grandfather of the fifth signatory, Isaac b. Obadiah b. Isaac, is unique. He was undoubtedly the same merchant scholar Isaac b. Obadiah who appears repeatedly in

²⁸ See photographs of documents bearing his signature in GOITEIN and FRIEDMAN, *India Book IV-B*, pp. 684, 686 and 717.

²⁹ See FRIEDMAN, *India Book IV-A*, p. 412 (index; the entry is to be corrected as follows: add 252, 267 to IV-A; delete 234, 267 from IV-B and add 345-347).

³⁰ GOITEIN and FRIEDMAN, *India Book IV-B*, p. 267.

³¹ Bodl. MS. Heb. c. 28, fol. 60, ed. N. ZELDES and M. FRENKEL, "The Sicilian Trade – Jewish Merchants in the Mediterranean in the Twelfth and Thirteenth Centuries," *Michael* 14 (1997) pp. 103-108. According to ZELDES and FRENKEL, p. 106, n. 2, Ḥalfon's business associate Shaykh Ḥabîb was Spanish, but they did not explain the basis for this assumption.

Ḥalfon's Andalusian letters.³² He did not appear before the court in Alexandria and presumably remained in al-Andalus. Isaac Ibn Ezra wrote and addressed a letter to Isaac b. Obadiah at Almeria, but it is not clear from all documents that mention him that he was a permanent resident there.³³ One of the remaining three signatures is only partially preserved, and the other two have not yet been identified.

The first signature on the Alexandrian court verification was of Aaron b. Yešû'â *hâ-rôfê* (the Doctor). He was the celebrated judge and poet Aaron Ibn al-'Ammânî, who hosted Judah ha-Levi in Alexandria after his arrival there in September 1140. He was well acquainted with Ḥalfon and is mentioned repeatedly in his archive.³⁴

The second signatory, Isaac b. Joseph, signs as a member of the court of Alexandria after Ibn al-'Ammânî also in a document written in January 1143.³⁵ The minute letters above and below his signature – only partially preserved here – clearly spell ירושלמי 'the Jerusalemite' in that document. The third signatory, Yešû'â b. Mevôrak, might be identical with his namesake, 'the Alexandrian residing in Malġj,' from whose hand a fragmentary letter has been preserved.³⁶ At the present, there is no other known evidence of his having served on a court in Alexandria or having signed as a witness there (see below).

The three judges of Fustat are well known, especially the first and the last. Both of these Nathans, Nathan ha-Kohen b. Solomon³⁷ and Nathan b. Samuel *he-ḥâvêr*,³⁸ were acquainted with Ḥalfon, and the second was a close associate. Both were active between the 1120s and 1150s.

³² See FRIEDMAN, *India Book IV-A*, p. 420 (index).

³³ TS 12.280, ed. GIL and FLEISCHER, *Yehuda ha-Levi*, pp. 279-281. On his possibly being in Granada, see FRIEDMAN, *India Book IV-A*, pp. 202 and 209, n. 301.

³⁴ Dated documents: 1109-1143; see S. COHEN, *The Poetry of Aaron al-'Ammânî, A Critical Edition* (Jerusalem 2008 [in Hebrew]), and FRIEDMAN, *India Book IV-A*, p. 400 (index), and the sources and literature cited there.

³⁵ TS 13 J 3.4.

³⁶ TS 10 J 31.12 ישועה בן מבורך אלאסכנדר[אני] אלמקים במליג.

³⁷ See GOITEIN, *A Mediterranean Society*, vol. 2, p. 513, n. 17, and FRIEDMAN, *India Book IV-A*, p. 431 (index; the page number 351 belongs to *India Book IV-A*, not to *India Book IV-B*).

³⁸ See FRIEDMAN, *India Book IV-A*, pp. 351-352, and the literature cited there, p. 431 (index; add 57 to *India Book IV-B*).

Their co-signatory, Yešû'â b. Josiah b. Šema'yâhû Gaon, the scion of an illustrious family, was a perfumer (*'atṭâr*) and brother of an India trader. He signed several documents as a witness or a member of the court with one or both of the judges Nathan that validated a contract. Only a few months separated the two known dated documents, which he signed, one is from Iyyar (April-May), the other from Elul (August-September), 1140.³⁹ In the absence of additional evidence, we can assume that he signed the confirmation of Ḥalfon's partnership contract during the same period more or less, which coincides with the time that Ḥalfon is known to have left Alexandria and returned to Fustat. Accordingly, the data on Yešû'â adds further credence to our restoration of the missing units in the date of the contract from Almeria as 4899, corresponding to 1139.

The three judges of Fustat recognized Ibn al-'Ammânî's signature, and they validated it accordingly. There was some controversy concerning his title *he-ḥâvêr*, which as a matter of course he did not affix to his signature.⁴⁰ When referring to him, Nathan b. Samuel *he-ḥâvêr*, who penned the Fustat court confirmation, might have prefixed the title to his name, but the word (in line 35) is fragmentary and effaced and its decipherment and restoration suspect. Two witnesses who appeared before the judges in Fustat confirmed the signature of the second member of the Alexandrian court, Isaac b. Joseph. Confirmation of his signature and Ibn al-'Ammânî's sufficed to authenticate the Alexandrian verification, and evidently the unfamiliar signature of the third member of the Alexandrian court remained unendorsed.

³⁹ On Yešû'â, see GOITEIN, *A Mediterranean Society*, vol. 2, pp. 268 ("known from several documents from the 1140's") and 584, n. 53. The only two known dated documents he signed were already cited by J. MANN, *The Jews in Egypt and in Palestine under the Fātimid Caliphs* (2nd ed. New York 1970), vol. 2, p. 232, there erroneously "dated 1451-2 Sel. (1140-41 C.E.)." They are TS 13 J 2.25 (ed. FRIEDMAN, *Jewish Polygyny*, pp. 218-224; see p. 224, n. 25), Iyyar 1140, and TS 13 J 2.21, Elul 1140. Yešû'â and the two Nathans also signed TS 16.21 (not dated).

⁴⁰ On Ibn al-'Ammânî's title, *he-ḥâvêr*, see FRIEDMAN, *India Book IV-A*, p. 305 and the literature cited there.

3. TEXT AND TRANSLATION OF THE PARTNERSHIP DEED



CUL Or. 1080 1.88 + TS NS 99.55.

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Paper. CUL Or. 1080 1.88: 26.2 (width, full only on the bottom margin; in the portion with writing, ca. 11) x 41 cm. (length). TS NS 99.55: 13.2 x 17.3 cm. The join of the two fragments is marked in the following transcription by the bar |.

3.1. Text

- 1 שהדותא דהות באנפנא אנן שהדדי [דחתמות ידנא לתחתא כן הוה חצר
אלינא מרנא ורבנא יוסף בן שעזיב/שאול]
- 2 בן אלנגרה וקאל לנא אשהדו עלי ואקנו מני מעכשיו ואכתבו ואכתמו עלי
בגמיע אלא לפאט]
- 3 אלמחכמה ואלמעאני אלמוכדה ובכל לישאני דז[ואתא וסלמו דלך
למרנא ורבנא חלפון]
- 4 הלוי נט רח⁴¹ בן כבוד קדושת החכם המופלה⁴² [נתנאל זל ליכן דלך
בידה]
- 5 חגה וותאק אנני מקר ענדכם באוכד מעאני אלאקראראת ואותקהא פי
צחה מני וגואז אמר טאיעא מן גיר קהר]
- 6 ולא גבר ולא אכראה ולא סהו ולא גלט ולא עלה בי מן מרץ ולא [גיר דלך
מן גמיע מפסדאת אלשהאדה]
- 7 ובלי אונס אן ענדי וקבלי ודמתי⁴³ וכאלץ מאלי לרבנא [חלפון
הלוי מתקאל]
- 8 מראבטיה בתורת חוב גמור מעכשיו ומלוה זקופה אק[ום לה בהא [
- 9 [.....] מנהא ולא מדפע לי פיהא אלא בעד א[ס]תפא⁴⁴] [
- 10 [.....] שטר מכר בביעי לה גמיע מא אסת[ד]עאת] [
- 11 [...] ארבעין מתקאל חסב מא ישחד בדלך שטר] [
- 12 בלי אונס וגעלתה פי דלך נאמן בדבורו כשני [עדים כשרים [
- 13 או לם יסתופי קולה פי דלך מקבול כשני עדים כשרים וליס לוראתי]

⁴¹ The dots over the *nun* and *resh* are superfluous. Such superfluous dots over letters in abbreviations appear in other documents. In line 24 there is no dot over the *resh*.

⁴² Though the final letter is only partially preserved, it is almost certainly *he* rather than *aleph*, as expected. Note that the words *המופלה* and *המעולה* are often rhymed; see FRIEDMAN, *India Book IV-A*, p. 56.

⁴³ The preposition *פי* was omitted by error. Following the usual expression, we should probably restore *ופי קבלי ודמתי*. However *קבלי* would be idiomatic without the preposition; cf. line 20 and H. WEHR, *A Dictionary of Modern Written Arabic* (ed. J. M. COWAN, 4th ed. Wiesbaden 1979) p. 868. If so, the omission of *פי* before *קבלי* might have led to its unintentional omission before *דמתי*.

⁴⁴ = *אסתפא*. cf. line 21 where the *yod* was added between the lines. The word must have been pronounced *istifā* rather than *istifā*. For *î>i* shift, see J. BLAU, *A Grammar of Judaeo-Arabic* (2nd ed. Jerusalem 1980 [in Hebrew]) p. 19.

- 14 מן בעדי ולא ללאתיין מן סבבי⁴⁵ שום שב[ועה עליה פי גמיע דלך
 [15 ולא על ידי גלגול ואפלו חרם סתם בצל מ]ה
 [16 ותנאהת⁴⁶ אבטאלא⁴⁷ לליא⁴⁸ וזרת⁴⁹]
 17 לא תאתיר לה⁴⁸ ולא לעמל בה א[...]
 [בכלי הכשר]
 18 לקנות בו מעכשיו בבטולי מודעי [ותנאין
 [עד
 19 סוף כל מודעי בלי אונס כלל עלי גמיע מא]
 [20 ארבעין מתקאל אלדי קבלה חוב גמור מעכשין]
 [21 אן לא בראה לה מ[נה]א אלא באסת'פא רבנא חל[פון בר נתנאל] ו[]
 מעמא [אלמדכור]
 22 פי אעלאה וכתב דלך פי חדש סיון שנת ארבעת אלפים ושמונה מאות
 ותשע[ין ותשע שנה]
 23 [במדי]נת אלמריה דעל כף ימא מותבה ו[מא] דהוה קדמנא כתבנא
 ו[ח]תמנא ויהבנא
 24 [למרנ]א ורבנא חלפון הלוי נט רח בן כבוד | מרנא ורבנא נ[ת]אל הלוי זל
 דלהוי [בידיה לזכו]
 25 [ולר]איה אית על גיהטא אן ותלי ביני שיטי י | מן באסתיפא ו[אלכל] צח
 תאבת שריר וברי[ר] וקיים]
 26 יוסף הלוי בר חאר'ת⁴⁹ זל יצחק בן אהרן אשצ יצחק בר יעקב נע חביב ב[ר]
 אברהם שצ
 27 יצחק בר עובדיה בר יצחק מש יצחק ב[ר] ...ה נע שלמה בר סעדיה ש[מה]
 בר
 28 איתקיים שטרא דנן קדמנא בבי דינא במותב תל[תא כחדא הוינא]
 דנ[סחיה] ושהדוהי כתיבין לעילא וקיומיה מניה

⁴⁵ I have not found the phrase *al- 'âtî min sababiht* in dictionaries.

⁴⁶ See M. A. FRIEDMAN, *A Dictionary of Medieval Judeo-Arabic in the India Book Letters from the Geniza and in other Texts* (Jerusalem 2016 [in Hebrew]) p. 500.

⁴⁷ = וזרת'. There might be a remnant of a *ḍamma* over the *zayin*.

⁴⁸ See FRIEDMAN, *Dictionary*, p. 36.

⁴⁹ The symbols over the first three words are apparently only lines, not letters, though the first and third resemble *psi*. The dot over the *resh* is superfluous.

- 29 וביה לתחתא בכתב [ידי] שהדיא דחתימין [עלוהי וכי] ון דאתו ארבעה מינהון ויאניון [יוסף] הלוי בר חארת
- 30 זל יצחק בן אהרן שצ יצחק בר יעקב נע [חביב בר אברהם ש] צ ואשהידו קדמנא על חתימונת ידיהון] ואמרו
- 31 דהיא גופה בסימוניהון יוסף הלוי בר חארת זל [יצחק בן אהרן שצ] יצחק בר יעקב נע חביב בר אברהם שצ אישרנוהי
- 32 וקיימנוהי כדחאזי [אהרן ביר ישו] עה הרופא זצ [ל יצחק ביר] ון יוסף נבע
 יִשׁוּעָה בִּיר מְבוֹרֵךְ נִבְעַ
 הָאֵל אִמְנֵן אֵלֵינוּ
- 33 אתקיימא אשרתא דא דתחות [שטרא דנן ק] דמנא בבי דינא [במותב ת] ולתא כחזא תוינא דנוסחיה ושהדיה ואשרתיה
- 34 כתיבין לעילא וקיומיה מניה וביה [כתיב ה] כא לתתא וא[לין דייניה ד] אחתימין עליה [אהרן ב] י יצועה הרופא זצ יצחק
- 35 ביר יוסף נבע ישועה ביר מבורך [נבע וכיון] דידיעין אןן בי דינא ית קיום הח] לבר אהרן ביר ישועה הרופא
- 36 זצל דדא הוא קיומיה [בכיר ידיה ובסימונת ו] א[תו תרי שהדי [אחריני ואשהידו] אחתמות ידוהי דיצחק ביר
- 37 יוסף נבע דדא היא חתמ[ו]ת ידוה[י] בכיר ⁵⁰ [אשרנוהי וקיימנוהי כדחאזיו] נתן הכהן בר שלמה הכהן נע
- 38 א [ישועה בר יאשיהו נין שמעיהו גא] ון]
- 39 א נתן ביר שמואל החבר זצ

⁵⁰ There is a crease here in the paper and the decipherment is doubtful.

3.2. Translation

[Ibn al-Naghira's Declaration before Witnesses]

(1) Testimony to what transpired in our presence, we the witnesses [whose signatures are below: Our master and lord Joseph b. Saul/Yûsuf b. Šu'ayb] (2) Ibn al-Naghira appeared before us and said:

Serve as my witnesses and perform with [me] the symbolic act of commitment⁵¹ [and write and sign that I bind myself with all terms] (3) that are precise and phrases that are absolute and all expressions of deeds attesting to rights⁵² that this should be for Ḥalfon] (4) ha-Levi – may the Merciful protect him – b. his honor, the saintly outstanding sage⁵³ [Nethanel ... so that this be in his hand a deed of] (5) proof and evidence, that I declare in your presence in the most decisive [and firm] terms [for declarations, in good health and full capacity, of my free will, under no compulsion] (6) nor force, nor duress, not mistaken or erring, nor with any illness [or anything else that disqualifies testimony] (7–8) and without coercion, that I owe and am responsible for and obligated to pay, from my unencumbered assets, to our lord [Ḥa]lfon ha-[Levi ... forty] Murâbiḫ [mithqâls], a fully-binding debt, effective as of now, and an undertaking as a loan. I shall p[ay them to him ...] (9) [without disavowal] or dispute, except after payment [...] (10) [...] deed of sale that I sold/bought for him all that he ordered (?) [...] (11) [...] forty mithqâls, as attested by the deed [...] (12) without duress. I declare him to be trustworthy for this in what he says, like two [valid witnesses ...] (13) or that he has not received payment, his claim is acceptable like t[wo valid witnesses.... And my heirs] (14) after me or my legal agents [have no right to impose on him] any oa[th for all this ...] (15) not an ancillary [oath] nor a general ban on anything [he says ... And any claim against him will be null] (16) and void, completely invalid and considered nil [...] (17) has no validity and will not be acted upon [...]

⁵¹ The *qinyân* procedure common in Jewish law.

⁵² For this translation, see M. A. FRIEDMAN, *Jewish Marriage in Palestine: A Cairo Geniza Study, 2: The Ketubba Texts* (Tel-Aviv–New York 1981) p. 163.

⁵³ These designations were considered almost standard etiquette in legal documents, and they do not indicate that the party so referred to was saintly or an intellectual luminary.

[Concluding Formula]

[And we performed with him the symbolic act of commitment, with an implement suitable] (18) to perform it, effective as of now, after he had cancelled any declarations of having acted under duress [and conditions ... inclusive of] (19) all declarations of having acted under duress, without any compulsion whatsoever, for all that is [...] (20) forty mithqâls which are in his possession, an absolute debt, as of now [...] (21) of which he will not be quit except by complete payment to our lord Ḥalfon b. Nethanel] with whatever [...] mentioned] (22) above. Written in the month of Sivan, of the year fo[ur thousand, eight hundred and nin[ety-nine] (23) [in the cit]y of Almeria, situated on the shore of the Sea. And [the]] procee-dings in our presence were written, si[gned and delivered] by us (24) [to our master] and lord Ḥalfon ha-Levi – may the Merciful protect him – b. his honor, | our lord and master Nethanel ha-Levi – may he be remembered for a blessing – to be in his hand as a deed attesting to rights (25) [and evid]ence. Written on an erasure: ‘that’; added between the lines: ך in באסת״פ.⁵⁴ And [all] is valid, firm, binding and authoritative.

[Signatures of the Witnesses]

(26) Joseph ha-Levi b. Ḥârith – may he be remembered for a blessing.⁵⁵ Isaac b. Aaron| – may his Rock preserve him. Isaac b. Jacob – may he rest in Eden. Ḥâvîv/Ḥabîb b. [Abraham – may his Rock preserve him.] (27) Isaac b. Obadiah b. Isaac ...⁵⁶ I[saac b. [...]]h – may he rest in Eden. Solomon b. Saadya b. Solo[mon].

[Verification of the Deed in Alexandria]

(28) This deed has been verified in our presence in court, in a session in which the th[ree of us sat together] | its text and signatures written above and verification included (29) therein below in the signatures of the witnesses who have signed. [Sin]|ce four of them have come forward, namely [Jose]ph ha-Levi b. Ḥârith – (30) may he be remembered for a blessing; Isaac b. Aaron – may he be remembered for a blessing; Isaac b.

⁵⁴ In line 21. Erasures and additions were confirmed to obviate claims of falsification.

⁵⁵ The two letters signifying the abbreviation for this blessing for the dead in Hebrew are a later addition.

⁵⁶ I do not know the meaning of the miniature letters written after his name.

Jacob – may he rest in Eden; | [Hâvîv/Hâbîb b. Abraham –]may his Rock [preserve him] and testified before us to their signatures and declared (31) that this is the very signature (of each of them) with their distinctive signs, namely Joseph ha-Levi b. Hârith – may he be remembered for a blessing; [Isaac b. Aaron – may his Rock preserve him]; | Isaac b. Jacob – may he rest in Eden; Hâvîv/Hâbîb b. Abraham –]may his Rock preserve him, we have verified (32) and validated it as fit.

(Signatures) [Aaron b. Yešû'â the physician – may the memory of the pious be for a blessing. Isaac b.] | Joseph, the Jerusalmite – may he rest in the Garden of Eden. Yešû'â b. Mevôrâk⁵⁷ – may he rest in the Garden of Eden.

[Confirmation of the Verification in Fustat]

(33) The verification at the bottom of [this document] has been confirmed in our presence, in court [in a session in which the th]ree of us sat together, its text, witnesses' signatures and verification (34) being written above, and its confirmation included therein [written h]ere below. And these [are the judges who] | signed it: Aaron b. Yešû'â the physician – may the memory of the pious be for a blessing; Isaac (35) b. Joseph – may he rest in the Garden of Eden; Yešû'â b. Mevôrâk [– may he rest in the Garden of Eden ...] that w[e the court] are familiar with [the verification/signature of the *hâ*]|*vêr* (?) Aaron b. Yešû'â the physician – (36) may the memory of the pious be for a blessing, that this is his verification [in his handwriting and distinctive signs]; and two [other] witnesses came forward [and testified] | to the signature of Isaac b. (37) Joseph – may he rest in the Garden of Eden – that this is his signature [in his handwriting and] distinctive signs (?), we have veri[fied and validated it as fit.]

| (Signatures) Nathan ha-Kohen b. Solomon. (38) Yešû'â b. Josiah b. Šema'yâhû Ga[on]. (39) Nathan b. Samuel *he-hâvêr* – may his memory be for a blessing.

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⁵⁷ He wrote minute letters above and below his name, the meaning of which is not clear.