

Karaites at the Rabbinical Court: A Legal Deed from Mahdiyya Dated 1073 (T-S 20.187)

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Documents by or about Karaites preserved in the Genizah of the Ben Ezra synagogue in Fustat attest to close contact between Karaite and Rabbanite Jews in the late tenth, eleventh and twelfth centuries in the central and eastern Mediterranean. Some Karaite legal documents offer indirect evidence of Rabbanite-Karaite cooperation: Karaites either deposited their documents in Rabbanite *genizot* or else married into Rabbanite families and their heirs deposited the documents there.¹ Other legal documents and letters

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1 J. Olszowy-Schlanger, *Karaite Marriage Documents from the Cairo Geniza: Legal Tradition and Community Life in Mediaeval Egypt and Palestine* (Leiden 1998), pp. 29–31. We have surveyed fifty-eight Karaite documents related to marriage and betrothal found in Genizah collections (that number includes the fifty-seven published by Olszowy-Schlanger and an additional one in the Antonin collection, but excludes two formularies); only four of these attest to Rabbanite–Karaite intermarriages. Assuming for the sake of argument that they all come from the Ben Ezra Genizah, fifty-four of those contracts, on the face of it, have no business among Rabbanite papers. In explaining how they found their way into the Ben Ezra Genizah, Olszowy-Schlanger suggests two possible routes: re-use of parchment (some of the contracts have indeed been cut into pieces), in which case their eventual disposal in the Ben Ezra Genizah does not necessarily attest to Rabbanite–Karaite contact; and intermarriage in later generations: once the Karaite couple's marriage had ended through death or divorce, the marriage documents remained in the possession of heirs and a family member in a subsequent generation either married into the Palestinian Rabbanite community or transferred to it; hence their old Karaite family materials were eventually deposited in the Genizah.

explicitly record marriages or other social contact between the two schools (*al-madhhabayn*), parties (*al-ṭā'ifatayn*), or groups (*shetey ha-kitot*), as they are called in the documents themselves. In some cases, after painstaking prosopographic corroboration it becomes clear that personal names mentioned in Genizah documents belong to Karaites, a fact that should caution us against presuming that anyone mentioned in a Genizah text is a Rabbanite.

Recent research has revealed evidence of yet a third type: documents attesting to the fact that Karaites patronized rabbinic institutions. Lists of donors to the Jerusalem yeshivah and letters of thanks for such donations indicate that wealthy Karaites contributed to the yeshivah's upkeep despite the fact that they did not consider themselves obliged to follow its rites and rulings. Karaites also played an important role in the internal political struggles of the rabbinic leadership at various points throughout the eleventh century.² Finally, legal documents attest that Karaites frequented rabbinical courts even when they might have had recourse to courts of their own.

Thus in 1026–1027, Dhukhr, the daughter of the Karaite courtier David ha-Levi b. Yiṣḥaq (probably director of the Fatimid bureau of taxation, *ṣāhib dīwān al-kharāj*), appeared before the *bet din* in Tyre to have a document drawn up, appointing her father as proxy for the purpose of betrothing her.³ Such deeds seem

2 See especially the documents published in M. Gil, *Ereṣ Yisra'el ba-tequfah ha-muslemit ha-rishonah, 634–1099*, 3 vols. (Tel Aviv 1983; the first volume will be cited by section number to facilitate cross-referencing with the updated English version, trans. E. Broido, *A History of Palestine, 634–1099* [Cambridge 1992]).

3 Cambridge University Library, T-S AS 153.12 (part of top) + T-S 13 J 25.20 (bottom). S. Assaf published the bottom portion of the deed (*Yerushalayim* 1 [1953], pp. 106–107) but was unaware of the top fragment; M. A. Friedman first noted the join in *Jewish Marriage in Palestine: A Cairo Geniza Study*, vol. 1 (Tel Aviv and New York 1980), p. 218 n. 5. Gil republished the bottom fragment (op. cit., vol. 2, doc. 272), but missed the top one, later publishing it in his supplement to this work (“Ereṣ Yisra'el ba-tequfah ha-muslemit ha-rishonah (634–1099): milu'im, he'arot, tiqqunim,” *Te'udah* 7 [1991], pp. 324–325) and citing Friedman's footnote. Goitein was probably unaware of the top fragment, since in discussing the bottom one he never mentioned that David b. Yiṣḥaq, whose *kunya* is revealed only in the opening lines of the letter, was the Karaite notable in question (line 6 of the top fragment). Cf. Olszowy-Schlanger (n. 1 above), p. 56 n. 95. Goitein transliterated the name

to have been a regular feature of Karaite betrothals,⁴ but the fact that this one was drawn up in a rabbinical court rather than a Karaite one seems to require some commentary if Karaites also maintained separate legal institutions. J. Olszowy-Schlanger has suggested that Karaites in Tyre frequented the rabbinical court there because they had no court of their own in that city.⁵ But to the best of our knowledge, the bill of agency for Dhukhr's betrothal is the only surviving document produced in Tyre according to Karaite legal specifications, and thus does not constitute strong support for an argument of this kind. Moreover, the family in question was geographically mobile: David b. Yiṣḥaq was active in Fustat and Cairo as well as Tyre, and he might have traveled to the Karaite court in Ramla, Jerusalem, or Fustat to have the deed prepared for him. That he did not do so suggests that at least for some Karaites, choosing to have documents drawn up in rabbinical courts required no special justification. Even

of the betrothed correctly into English as Dhukhr: S. D. Goitein, *A Mediterranean Society: The Jewish Communities of the Arab World as Portrayed in the Documents of the Cairo Geniza*, 5 volumes plus index volume (Berkeley 1967–1993), p. 57 and p. 439 n. 39. The line containing the document's date is not entirely legible, but the numeral "and seven" still remains. The date cannot be 4777 = 1016–1017, since Yosef b. Ya'aqov had not yet been appointed *ḥaver*, but goes by that title here; similarly, 4797 = 1036–1037 is probably too late a date, since he seems to have been appointed *revi'i* by then. Thus the document most likely dates to 1026–1027. Cf. Gil, "Ereṣ Yisra'el," pp. 324–325. On David b. Yiṣḥaq's possible appointment to the *dīwān al-kharāj*, see Gil, *Ereṣ Yisra'el*, vol. 1, sec. 803, citing al-Musabbahī (who mentions only a certain Dāwūd al-yahūdī, but the titles David b. Yiṣḥaq is granted in Genizah correspondence support Gil's hypothesis).

- 4 This is one of only two specimens of Karaite deeds of agency for betrothals discovered in the Genizah thus far: see Olszowy-Schlanger (n. 1 above), pp. 212–217, and cf. Gil, "Ereṣ Yisra'el," p. 124.
- 5 Olszowy-Schlanger (n. 1 above), p. 58. To the bill of agency for Dhukhr's betrothal, Olszowy-Schlanger adds a Karaite betrothal contract drawn up in Tyre in 1050 that has not survived, but is mentioned in the contract for the subsequent marriage, which was written in Fustat in 1051: Mosseri Ia 2 [=A.2]. The marriage contract was first edited by J. Mann, "A Second Supplement to the Jews in Egypt and in Palestine under the Fatimid Caliphs," *Hebrew Union College Annual* 3 (1926), pp. 257–308, and republished by Gil (n. 2 above, vol. 2, doc. 307) and Olszowy-Schlanger (op. cit., doc. 13). Because the deed of betrothal has not survived, we cannot know with certainty whether it was drawn up at the rabbinical court in Tyre.

more noteworthy is the fact that the Rabbanite scribe who drew up the document, Yosef ha-Kohen b. Ya'aqov (dated documents: 1011–1037), a member of the Jerusalem yeshivah, was perfectly capable of wording it according to Karaite legal formulary and in Hebrew rather than Aramaic. Yosef b. Ya'aqov may already have served Karaite patrons prior to 1026–1027, as suggested by his use of certain phrases that seem to reflect the influence of Karaite legal formulae.⁶ Another example of Karaites appearing before rabbinical courts has survived from Fustat ca. 1020: a fragmentary deposition regarding an inheritance dispute between siblings is signed by at least five witnesses, including the Karaite Yosef b. Yisra'el al-Tustarī.⁷

All these practices suggest legal pragmatism and flexibility within the

6 Jerusalem, Jewish National and University Library, Heb. 4⁰ 577.4, no. 98, an ornate Rabbanite marriage contract dated 12 Kislev 4784 (November 28, 1023), edited by Friedman (n. 3 above), doc. 2. Line 17 reads: “And he (Nathan, the groom) brought her (Rachel, the bride) into his home and performed complete qiddushin by means of money, a contract, and [sexual intercourse]” (Heb. *be-khesef u-ve-sheṭar u-ve-[vi’ah]*). Olszowy-Schlanger argues convincingly that this line is a conflation of the usual Karaite formula “I shall introduce her (the bride) into my home and perform complete *qiddushin* (marriage) by means of the bride-price, a contract, and sexual intercourse (Heb. *be-mohar bi-khetav u-ve-vi’ah*)” with the Mishnaic statement (*Qiddushin* 1:1) that “A woman ... is acquired (in marriage) by means of money, a contract, and sexual intercourse (Heb. *be-khesef bi-sheṭar u-ve-vi’ah*).” See J. Olszowy-Schlanger, “Ha-ketubbot ha-qara’iyot min ha-Genizah: meqorah shel masoret ha-mishpaṭit ha-qara’it,” *Te’udah* 15 (1999), pp. 127–144; and cf. Friedman, “‘Al yaḥas ha-ketubbot ha-qara’iyot li-ketubbot ha-ereṣ-yisra’eliot min ha-genizah,” *Te’udah* 15 (1999), pp. 145–157. For a discussion of Olszowy-Schlanger’s and Friedman’s positions and further arguments in support of the first, see M. Rustow, “Rabbanite–Karaite Relations in Fatimid Egypt and Syria: A Study Based on Documents from the Cairo Geniza” (Ph.D. diss., Columbia University, 2004), pp. 130–136.

7 Cambridge University Library, T-S 13 J 30.3, in Hebrew. This document was first edited by J. Mann, *The Jews in Egypt and in Palestine under the Fatimid Caliphs: A Contribution to their Political and Communal History Based Chiefly on Geniza Material Hitherto Unpublished*, 2 vols. (Oxford 1920–1922 [reprinted 1969]), vol. 2, p. 173, and republished by Gil (n. 2 above), vol. 2, doc. 44. The denominational affiliation of one of the other witnesses to this document, Faraḥ b. Mu’ammal, has not yet been determined; he maintained contacts with both the Jerusalem Gaon Shelomoh b. Yehudah (1025–1051), who sent him greetings in a letter of 1029 (see Cambridge University Library, T-S Misc. 35.15, edited *ibid.*, vol. 2, doc. 210), and with the Byzantine Karaite Ṭuvyah b. Moshēh “ha-ma’atiq”

presumably more rigid framework of religious law and institutional ideology. The impression one gets is that the need for legal instruments acquired with a minimum of trouble but possessing maximum efficacy overrode ideological considerations that might have led people to remain more zealously within the confines of their own communities. Similarly, the courts made use of whatever effective legal phrases came to hand, whether in Aramaic, Hebrew, or Judeo-Arabic.⁸ We will elaborate on this point at the end of this article.

It was not only as witnesses that Karaites made use of the rabbinical courts. They also initiated transactions that were carried out according to rabbinic law and recorded in documents following rabbinic legal tradition and employing Aramaic phrases of Talmudic origin. The document below is a bill of agency drawn up in the rabbinical court of Zawīlat al-Mahdiyya, recording the testimony of the Karaite Abū Sa‘d Ishāq b. Khalaf b. ‘Allūn about household items that he had left in the care of his sister-in-law in Fustat and that he now wished to have collected by a third party. The document is dated Monday, 1 Av (4)833 Anno Mundi (8 July 1073 CE).⁹

Bills of agency and release are among the most common types of documentary

(Cambridge University Library, T-S 12.347, edited by J. Mann, *Texts and Studies in Jewish History and Literature*, 2 volumes [Cincinnati 1931–1935], vol. 1, pp. 383–384).

- 8 On the transfer of legal concepts and terms across languages and systems of law, see J. Wansbrough, *Lingua Franca in the Mediterranean* (Richmond, Surrey 1996). Wansbrough’s “lingua franca” is not the Lingua Franca of late medieval Mediterranean traders, but “a linguistic subsystem that informed and effected the major channel of international relations” over the course of the three millennia preceding 1500. “The standard procedures of contact and exchange [among notaries, traders, and diplomats],” he argues, “generated a format that facilitated interlingual transfer of concepts and terms. *Lingua franca* refers to the several natural languages that served as vehicle in the transfer, but also to the format itself” (*ibid.*, p. vii). See further below.
- 9 Goitein records the date incorrectly as 1063: Goitein (n. 3 above), vol. 1, p. 401 n. 9 and vol. 2, p. 601 n. 22; the correct date is given in Mark R. Cohen, *Jewish Self-Government in Medieval Egypt* (Princeton 1980), p. 163 n. 16. See also Goitein, *op. cit.*, vol. 1, p. 111 and p. 422 n. 80 (but note that there is no mention of a saddle-maker, *sarrāj*, in the document; it is rather Sulaymān b. Hiba who is called Sirāj Ummihi); vol. 2, p. 378 and p. 610 n. 20; vol. 3, p. 32 and p. 434 n. 833; *ibid.*, p. 128 and p. 454 n. 52.

sources preserved in the Genizah. This suggests that medieval Jews perceived ownership, property, and indemnity as requiring written legal protection and were unwilling to leave their material interests to the hazards of individual good will. Goitein noted that bills of release are “more important for legal than for social history, as most of the wording is legal terminology,” and our document similarly contains a high proportion of formulae to variable content. (Earlier, we suggested that even formulae can teach us something about social history.) But Goitein also admitted that powers of attorney “are rarely without interest,” “because they normally indicate not only the persons and places involved, but also the subject matter for which the power of attorney is given.”¹⁰ Indeed, although this one presents paleographic and linguistic challenges that make it difficult to decipher and interpret, its yield for the purposes of medieval social history is, we believe, not negligible. In what follows we have combined considerations of historical context and linguistic and legal practice in order to reconstruct what a seemingly opaque document such as this might have meant to those who commissioned and wrote it, and what it might mean to us.

An Egyptian Karaite *kātib*

The protagonist, Abū Sa’d Ishāq b. Khalaf b. ‘Allūn, had been a *kātib* of some sort, probably a bureaucrat or courtier at the Fatimid court in Cairo.¹¹ The scribe who wrote the document for the rabbinical court, exhibiting a common predilection for variety, calls him *al-miṣrī*, *al-kātib* (line 1), and later, *al-kātib al-miṣrī* (line 26), from which we learn that he was either born in Egypt or based there; *al-miṣrī* might also be understood in this context as indicating that he was active in the Egyptian capital, and we have translated it accordingly.¹² That

10 Goitein, *op. cit.*, vol. 1, p. 11.

11 *Kātib* (meaning government bureaucrat) is usually translated literally as “scribe,” but since scribes represented a separate profession, we leave the term untranslated.

12 Goitein (n. 3 above, vol. 2, pp. 236–237) comments on a scribal “predilection for variety,” which for modern interpreters actually means a frustrating “inconsistency,” as when scribes refer to the same person by two or three different names in a single document.

Abū Sa‘d was a Karaite is known from a second unpublished document that calls him *Abū Sa‘d ibn ‘Allūn al-kātib, wa-huwa qarā* (Abū Sa‘d ibn ‘Allūn the *kātib*, who is a Karaite).¹³

Goitein identified our Abū Sa‘d with a Fatimid *‘āmil* (revenue inspector) named Ben ‘Allūn mentioned in two Genizah letters.¹⁴ But the Ben ‘Allūn in those two letters is referred to by his patronymic alone, so the identification cannot be taken as certain. Circumstantial evidence does, however, support it: the Ben ‘Allūn of the two letters was an *‘āmil* in Jerusalem who was deposed and replaced by a Christian about 1060; in 1073, our Abū Sa‘d seems to have hesitated to return to Fustat-Cairo, as we shall see, a fact that would accord with his having been deposed from a high Fatimid office.

Leaving aside the question of whether he appears in four documents or only two, Abū Sa‘d’s name must be added to the considerable list of Karaites who served the Fatimids in some way, but do not appear in the Arabic chronicles

13 Cambridge University Library, T-S 8.14, verso, line 2.

14 Goitein, op. cit., vol. 2, p. 378 and p. 610 n. 20. The first document mentioned is Oxford, Bodleian MS Heb. c 28.43 (now published in Gil [n. 2 above], vol. 3, doc. 450), recto, lines 16–17: “*wa-ḥi hādḥā al-yawm ‘uriftu anna Ben ‘Allūn u’zila an umliyyat al-quds li-annahu bi-l-ramla lahu mudda wa-anna Ben Mu‘ammar an-naṣrānī ‘āmala al-quds*”: “Just today, I learned that Ben ‘Allūn was deposed from the directorship (of revenue) in Jerusalem, since he has been in Ramla for some time, and that Ben Mu‘ammar the Christian now directs (revenue in) Jerusalem.” On *‘āmil* as director of revenue rather than governor, see Goitein, *ibid.*, p. 378. Note also that unlike the document we edit below, Bodleian MS Heb. c 28.43 may reflect Judeo-Arabic phonetic orthography in marking the short vowel /u/ with a *vav*; see J. Blau, *Diqduq ha-‘aravit ha-yehudit shel yemey ha-beynayim*² (Jerusalem 1980), p. 23; J. Blau and S. Hopkins, “On Early Judaeo-Arabic Orthography,” *Zeitschrift für arabische Linguistik* 12 (1984), pp. 9–27; *eidem*, “Judaeo-Arabic Papyri: Collected, Edited, Translated and Analysed,” *Jerusalem Studies in Arabic and Islam* 9 (1987), pp. 87–160; and B. Hary, “Adaptation of Hebrew Script,” in *The World’s Writing Systems*, eds. P. Daniels and W. Bright (Oxford 1996), pp. 727–734 (especially p. 731). The second document mentioned is Cambridge University Library, T-S 8 J 21.24 (now published in Gil, op. cit., vol. 3, doc. 449), recto, l. 19: “*al-‘āmil bi-l-quds bi-ṣara*,” “the director of revenue in Jerusalem is in trouble.” Gil follows Goitein’s identification of the Ben ‘Allūn in these two documents with our Abū Sa‘d: see *ibid.*, vol. 1, sec. 560, and vol. 3, p. 73 (doc. 450), note to lines 16–17.

of the period. Between about 1000 and 1100 alone, twenty-four Jews served the Fatimid regime in some high-ranking post, of whom roughly ten were Karaites.¹⁵ Although the medieval Sunnī chroniclers, always eager to besmirch the Fatimids, insist that the Shī‘ī regime appointed far too many Jews and Christians to office, we believe that the disproportionately large number of Jews may be attributed to their concentration in cities and in professions requiring literacy and numeracy, including long-distance trade, medicine, administration, and banking (often a single individual was active in two or three of these fields). To professions requiring literacy one might add religious leadership and go on to speculate that the disproportion of literate individuals was even starker when it came to Karaites, whose religious ideology mandated intimate acquaintance with written texts.¹⁶

Fatimid historians take note: the annals of the regime should not be written without resort to the Genizah. Hitherto unknown courtiers and bureaucrats probably still lurk in its papers, including those as seemingly unpromising as legal documents containing mostly standard formulae. To these can be added the already considerable body of legal and administrative documents discovered so far, including petitions to the chancery.¹⁷

15 They are: Menashsheh b. al-Qazzāz and ‘Adayah b. al-Qazzāz, whose Karaism remains probable but unproven; David ha-Levi b. Yīshaq; Ṭuvyah b. Mosheh; Ḥesed al-Tustarī; Avraham ha-Tustarī; Yefet al-Tustarī; [?] b. Sha‘ya and Sulaymān b. Sha‘ya, whose Karaism likewise remains probable but unproven; and Sahl b. Sha‘ya. A complete list and exhaustive bibliography were included in a paper entitled “Yīshaq b. Khalaf b. ‘Allūn, al-kātib al-miṣrī,” presented by B. Hary and M. Rustow at the Twelfth International Conference of the Society for Judaeo-Arabic Studies, University of Haifa, July 2005.

16 On literacy rates in the world of the Genizah and the ideologies surrounding written and oral transmission of texts, see M. Rustow, “Literacy, Orality, and Book Culture among Medieval Jews,” *Jewish Quarterly Review*, forthcoming.

17 See S. M. Stern, *Fatimid Decrees: Original Documents from the Fatimid Chancery* (London 1964); G. Khan, *Arabic Legal and Administrative Documents in the Cambridge Genizah Collections* (Cambridge 1993).

The liberalization of the *rikkuv* laws

Not only does our document attest to a high-ranking Karaite availing himself of the services of a rabbinic institution; it seems to be the first known case in which two Karaite brothers were married to two sisters. Early Karaite jurists had forbidden such marriages on the basis of Genesis 2:24 (in which husband and wife become one flesh, and thus kin) and Leviticus 18:16 (“You shall not uncover the nakedness of your brother’s wife: it is your brother’s nakedness”). The degree of legitimate legal analogy, called *rikkuv* in later Karaite sources, was theoretically infinite, and thus progressively larger numbers of Karaites became forbidden to one another as marriage partners.¹⁸ The tenth-century Karaite *nasi* Shelomoh b. David b. Bo’az and the early eleventh-century jurist Yūsuf al-Baṣīr objected to the prohibition, but it wasn’t until the mid-eleventh century, when Yesu’ah b. Yehudah made a sustained argument against it in his *Sefer ha-yashar*, that this type of marriage began to be permitted.¹⁹ Our document thus constitutes a rare instance of Karaite prescriptive literature being corroborated by documentary evidence: during Yesu’ah’s lifetime itself we see the prohibition being flouted, a fact that lends color to his decision to abrogate it.

It was Goitein who first made the connection between our protagonist, the *kātib* Abū Sa’d b. Khalaf, and Mūsā b. Khalaf (mentioned in lines 4 and 16). Their shared patronymic is not incontrovertible proof that they were brothers, but the web of relationships attested in our document supports this possibility. Mūsā was married to a certain Sittūna b. Sulaymān b. Hiba, whose father bore the title Sirāj Ummihi (“lamp of his people,” lines 3, 5, 16); Sittūna’s sister Nājiya, meanwhile, appeared in a document drawn up in the same court in Zawīlat

18 See J. Olszowy-Schlanger, “Early Karaite Family Law,” in M. Polliack, ed., *Karaite Judaism: A Guide to its History and Literary Sources* (Leiden 2003), pp. 275–290 (especially p. 283).

19 *Ibid.*, pp. 281–283. See also L. Nemoy, “Two controversial points in the Karaite law of incest,” *Hebrew Union College Annual* 49 (1978), pp. 247–265. On the social preference for marriage within extended families, see Goitein (n. 3 above), vol. 3, pp. 26–33 (especially p. 32, citing our document at n. 83).

al-Mahdiyya one year later, in Tammuz (4)834 Anno Mundi (July–August 1074), as the widow of Abū Sa‘d. It thus seems that two daughters of Sulaymān b. Hiba married two sons of Khalaf (b. ‘Allūn) — an arrangement that might have met with disapproval and censure just a decade earlier but was perhaps already permitted by this time.

A slightly earlier case, attested in a personal letter from Palestine written in 1057, shows the Karaite communities of Jerusalem and Ramla creating difficulties for a Rabbanite couple from Toledo whose siblings had also married one another. The couple emigrated to Palestine and joined the Karaite community, but when the fact came to light that their respective siblings were also married to one another, the Karaites of Ramla tried to break up their marriage, claiming that such a union was forbidden according to Karaite law. The couple solved the problem by returning to rabbinic Judaism, according to which their marriage was permitted, but not before the Rabbanite author of the letter, a fellow Toledan who rose to the defense of the new immigrants from his home-town, accused the head of the Karaite community in Jerusalem of contravening the very same *rikkuv* laws, according to which he, too, should divorce his wife — a suggestion with which the Karaite leader offered to comply.²⁰ Because the Toledans had been married when they were still Rabbanite, their case should not be taken as evidence of Karaite practice during this period;

20 Cambridge University Library, T-S 13 J 9.4, a letter from Shim‘on b. Sha‘ul al-Ṭulayṭūlī in Jerusalem, to his sister Ballūṭa in Toledo, dated Ḥeshvan 4418 (October 1057). The first edition of this text is in S. Assaf, *Meqorot u-mehqarim be-toledot Yisra‘el*, vol. 1 (Jerusalem 1946), pp. 108–110 (with Hebrew translation by E. Ashtor and D. Z. Baneth; the document is incorrectly cited as T-S 13 J 94); a second edition, with significant corrections to Assaf’s version but also some new errors, and with a new Hebrew translation, is to be found in Gil (n. 2 above), vol. 3, doc. 457. See also E. Ashtor, “Documentos españoles de la Genizah,” *Sefarad* 24 (1964), pp. 47–59, with Spanish translation and commentary, and M. Rustow, “Karaites Real and Imagined: Three Cases of Jewish Heresy,” *Past and Present* (forthcoming). J. Olszowy-Schlanger ingeniously suggests that the leader attacked in the letter was none other than Yeshu‘ah b. Yehudah, since he was known to have married a relative by marriage several times removed (see Olszowy-Schlanger [n. 18 above], p. 284 n. 34); but the Karaite leader in the letter is named Ya‘qūb; see recto, top margin, line 3.

but neither should we generalize from the zeal of the Palestinian Karaites, who perhaps acted cruelly towards the poor Toledan immigrants for reasons that had nothing to do with their marriage, which simply provided a pretext to exclude them from the community. Our document from al-Mahdiyya and the others we have cited suggest that the practice of two brothers marrying two sisters may not have been egregious in the second half of the eleventh century.

Based on the complex of documents related to ours, the following summary can be proposed. Abū Sa‘d Yiṣḥaq b. Khalaf al-Miṣrī, a Karaite in the employ of the Fatimid government, traveled from Fustat down the Nile to Alexandria, and then on to al-Mahdiyya in Ifrīqiya. Before leaving Fustat, he consigned to the care of his sister-in-law Sittūna, the daughter of Sulaymān b. Hiba, a large quantity of household items and religious and administrative texts, including a volume of prayers for Yom Kippur (line 13) and a staggering quantity of account books (one hundred and fifty of them — lines 9–10). Then, on his way back to Egypt, he traveled east from al-Mahdiyya as far as Alexandria, but ended his journey there and never returned to Fustat. When an associate of his in Ifrīqiya traveled eastward to Fustat, Abū Sa‘d seized the opportunity to appoint him as his proxy to go and collect the items from Sittūna. This associate was Hassūn ibn Abi l-Faraj al-Mahdawī, about whom nothing more is known.

One surmises that Abū Sa‘d was unable to return to Fustat for personal or professional reasons: he refers to *‘uẓm al-ḥawādith allādhi jarraṭ ‘alayya fī[hā]*, “the enormity of the incidents that happened to me there” (in Alexandria or in Fustat?) (line 4). One wonders whether he faced some danger as a result of being out of favor with the Fatimid rulers. Nor is it certain that he returned to Mahdiyya where our document was drawn up: the document states that it was based on the testimony of witnesses, and the declaration and symbolic acquisition described in it could have occurred elsewhere. He may have been in Alexandria, at no great distance from Fustat, but some exigency kept him from collecting the items himself. (One also wonders why, if this was the case, he appointed an agent from as far away as al-Mahdiyya, but this might be explained by his desire to have the items brought to his wife, who still lived

there in security under the Zirid amīrs, who were independent from the Fatimids after the early 1040s.)

Evidently Ḥassūn ibn Abi l-Faraj al-Mahdawī, despite the power of attorney, never collected the items. Some time during the subsequent year, Abū Sa‘d died (had his enemies finally caught up with him?), thus invalidating the power of attorney. Abū Sa‘d’s widow, Nājiya b. Sulaymān b. Hiba, inherited his property.²¹ A second power of attorney attests that the widow Nājiya now testified, in the very same rabbinical court in Mahdiyya, that *she* had deposited some items at the house of her mother Ḥassana, her sister Sittūna, and her niece Raḥel while on her way from Egypt to the Maghrib; she proceeded to enumerate before the court items similar to the ones that Abū Sa‘d had listed in the power of attorney written on his behalf, a fairly good indication that she was describing the same transaction that her husband had described in our document.²² She then asserted that she was appointing a different agent to collect the items, a certain Abū Sahl Manasseh b. Moses the Karaite (*al-qarawī*).²³ Whether Nājiya herself was Karaite cannot be known with certainty, since she might well have been a Rabbanite married to a Karaite (and thus one would expect the couple’s *ketubbah* to have been drawn up in a rabbinical court, following the bride’s custom); but the fact that she appointed a Karaite proxy suggests that the couple maintained friendships or professional relations among Karaites while continuing to have their legal deeds executed under the rabbinic system.

Our power of attorney, after being drawn up in Zawīlat al-Mahdiyya, was validated in Fustat at the court of Yehudah b. Se‘adyah (active ca. 1043–1078), who between Autumn, 1062 and May, 1064 had received the title of *nagid* from the reigning Gaon in Jerusalem, Eliyahu ha-Kohen b. Shelomoh.²⁴

21 Cambridge University Library, T-S 28.6 C. Goitein’s typescript edition of the document is available on-line through the Princeton Geniza Project. See also idem (n. 3 above), vol. 1, p. 120 and p. 427 n. 31; vol. 2, pp. 322–323 and p. 597 n. 48; vol. 3, p. 32 and p. 434 n. 83.

22 Cambridge University Library, T-S 28.6 C. Egypt to the Maghrib: lines 12–13; the list of items: lines 14–19.

23 *al-qarawī*: line 21.

24 On the career of Yehudah b. Se‘adyah see Cohen (n. 9 above), pp. 158–171. This is one of

Yehudah b. Se'adyah also served as court physician under the caliph al-Mustansir (1036–1094), and it is not inconceivable that he had known Abū Sa'd personally during the latter's days as a civil servant.

Two of the three witnesses who signed the document in Zawīlat Mahdiyya, Mevorakh ha-Parnas b. Avraham and 'Ayyāsh Sofer b. Yehudah, later appeared in the court in Fustat and confirmed their own signatures (lines 37–38) in the presence of three judges (lines 40–41).²⁵ This suggests that these men — despite their rather shaky grasp of the pen — were geographically mobile enough to make their way around the Mediterranean. The worldly standing of one of them, 'Ayyāsh Sofer b. Yehudah, is attested by the fact that he appears, identified as a resident of Mahdiyya, in at least two other Genizah documents, one of which is a letter exchanged by some of the most powerful traders of the central and eastern Mediterranean, in which he is singled out for greetings.²⁶

Cambridge University Library, T-S 20.187²⁷

1. נקול נחן אלשהוד אלמתבתה²⁸ שהאדתנא פי הדא אלכתאב [...]ל[...] אל[שיך] אבי סעד
אסחק בן כלף בן עלון נ'נ' אלמצרי אלכאתב וקאל לנא

two dated court documents associated with Yehudah during his nagidate (see *ibid.*, p. 163 n. 16), though he did not yet exercise any of the prerogatives associated with the office of *ra'is al-yāhūd*. He served as judge in Fustat; hence our deduction that the document was validated there.

25 Goitein (n. 3 above), vol. 2, p. 601 n. 22.

26 First letter: Oxford, Bodleian MS Heb. b 3.19–20: from the trader Barhūn b. Yiṣḥaq al-Tāhīrtī, writing in Mahdiyya, to the trader Nahray b. Nissim; 'Ayyāsh Sofer is mentioned on page 3, line 22. First edition: M. Michaeli, "Mikhtav me-al-Mahdiyya le-Fustat, me-'emsa' ha-me'ah ha-11, mi-genizat Qahir," *Michael* 5 (1978), pp. 175–80; second edition: M. Gil, *Be-malkhut Yishma'el bi-tequfat ha-ge'onim* (Tel Aviv 1997), vol. 3, doc. 377. Second letter: Cambridge University Library, T-S 12.92: from Yisra'el b. Yosef ibn Bānūqa, writing in al-Qayrawān, to Menashsheh b. David, Fustat; edition *ibid.*, vol. 2, doc. 232, with 'Ayyāsh Sofer mentioned on verso, line 2.

27 Our transcription is based on examination of the original document and a high-resolution digital color photograph. Square brackets indicate lacunae, curly brackets indicate scribal erasures and double slashes indicate interlinear scribal additions.

28 Whereas the use of diacritical markings in our document is consistent with Arabicized

2. טועא בצחה בדנה ועקלה וגואז אמרה לא מקהור ול[מ]גב[ור] כנת ענד <אל>כוטי מן מצר ללאסכנדריא תם תוגהת להדא אלמוצע תרכת
3. חוואיג כתיירה פי מוצע בית סאכנה ו[גא] עלי אודעת פיה הדה²⁹ אלחואיג אלדי אנא שארחהא ענד סתונה בנת סלימן בן הבה הידוע סראג אמה
4. זוגה מוסי בן כלף נ'נ' פנזלת ללאסכנד[ר]יא ולם יתפק לי [אלר]גוע למצר לעטם אלחואד[ת] אלתי גרת עלי פ[י]הא[א] כאן אלאן אתפק ספר מ' חסון בן אבי אלפרג מ[ה]דוי]
5. לדיאר אלמשרק אעני אלאסכנדריא ומצ[ר] פסאלתה אן אכתב לה [וכאלה] ואשרח חוואיג אלדי אודעתהא ענד סתונה הדה פי כתאבי ה[ד]א יטלבהא
6. ויקבצהא [.....] אלחואיג עלי גזו נ[.....] ס [.....] וג[.....] ל[ד]א[.....] ר[.....] אל[.....]ה פקט עלי [..] פצה גטא ביז פצה ותלאתה דראהים
7. [...] ליא זונהא יא' דרהמא ודרג פצה לטיף ו[.....] ד כצרא³⁰ פתר אויל מ[.....]ת ור[פע] נחאס קשות[י]ן כבאר דאכלהמא אחקאק באגטיא אל[.....]
8. [נחא]ס קשוא לטיפה באחקאק בגיר אגטיא חאמל נחאס צאמת קצריא כבירה נחאס קפץ נחאס כביר וכרסי ללמאידה וקצריתי
9. לטאף נחאס מנפעה נחאס כבירה ומנארה לטיפה ודרג אבנים מחלה ב[נחא]ס ווגה ינפסח בחסאב ו[מא]ייה וכמסין [.....]ל[.....]מא
10. דפאתר מגרדה ואצאביר פי כזנה וסלה פיהא עשרון זב[ד]יא וד' צחון ועשרון פי אשה צורי ו[ת]לאתה צנאדיק פיהא אצאביר ושדאב
11. חסאב ולגאם בגאלי חדידי ומטרח בזיון אחמ[ר] מברוז אצפר ווגה מטרח טברי רמלי וכזא[נ]תינ סאג וזוג חצר עבאדאני ומגמע נחאס
12. פיה ג' אשנאנת וד' [נ]אק[.....] לחדיד {בטא..} בטאגה כבירה בראס סבעה וצפרה³¹ כבירה אדים וקוברה ללמאידה וכה' קראבאת

orthography (see Hary, n. 14 above) in marking most letters, this is not the case with the interdentals. Here, the *thā'* in אלמתבתה does not have a supralinear dot, but in line 4, אלחואד[ת] does. See Blau (n. 14 above), pp. 35–36.

29 The voiced interdental is not marked with a supralinear dot, whereas in line 5, in ה[ד]א, it is (see previous note).

30 The scribe is inconsistent in marking the *khā'*. Here, he employs a supralinear dot, but in line 9, וכמסין, he does not.

31 *Sufra* reflects an emphatic pronunciation of *sufra*, a table-cover (in this case, one made of leather). Goitein offers other examples of such emphatic pronunciation: Goitein (n. 3 above), vol. 4, p. 144 and p. 392 n. 40. This case may reflect regressive assimilation.

13. צורי וקטארמיז וגזו פיה צלואת אלכפור פמא דפעתה אליה מן הדה אלחואיג יקבצה ויטלבהא בהדה אלמדכורה ואן אעתרפת בגיר הדא אל
14. חואיג ממא קד נסיתה אנא קבץ דלך ויאכדה ואלאן אשהדו עלי ואקנו מני מן אלאן ואכתבו ואכתמו עלי ואעטו למ' חסון בן פראג
15. מהדוי ליכון בידה חגה וותאק אליוס ובעדה באני אעטיתה ארבע אמות קרקע // שיש לי בארץ ישראל // במתנה גמורה [ג]לויה ומפרסמת מתנת עלמין בפרהסיא
16. כתיב[ה וחתים]ה בשוקא לא[...ל פי שי[...].] דלך ואליהא אצפת וכאלתה על[י] סתונה הדה בנת סלימן בן הבה זוגת מוסי בן כלף יקבץ מנהא
17. הדה אל[ח]ואיג אל[מ]דכורה אל[מ]צדק בהא פי הדא אלכתאב חאגה חאגה באסמהא יקבצהא כלהא בגמלתהא לנפסה ויזכא בהא לדאתה
18. לאן באלטווע ואלרצא מנ[י] כתבת לחסון הדא הדה אלוכאלה ואתלקת ידה יטלב ויחאכם ויכאצם מן אלאן בין בדיני ישראל בין בדיני
19. האומות לאני געלת ידה כידי ופעלה כפעלי וקבצה קבצוי ואלואצל אליה כאלואצל אלי ולה מטלק יחלף ויחרם ויצאלח
20. ויוכל וכיל גירה אלי אן יקבץ הדה אלחואיג בגמלתהא יקבצהא לנפסה ויזכא בהא לדאתה ויבארי ענד אלקבץ לאן קבצה לדלך
21. וצלחה כצלחי ווכאלתה כוכאלתי יקבץ ויבארי ענד אלקבץ ויצמן אלדרך לאן עלי הדא אלמעני אקמתה מקאם נפסי וכתבת לה
22. הדא אלוכאלה ועלי מא הו מרסום ללעלמא פי הדה אלמעאני קבלת אלדרך עלי ועלי וראתי בעדי לא כאלאסנאדאת ולא
23. כמצאדיר אלכתב וכלמא יתאתי פי אלחכם בין לזכות בין לחובה קבלתה מן אלאן קבול תאם וליס לי אן אקול לה לתקוני
24. שדרתיך ולא לעותי תם אבטלת מן אלאן כל מודעין עמלתהא אנא או מסרהא לי גירי לפסך שיא ממא הו מנסוב
25. אלי פי הדא אלכתאב בכל לסאן אבטלת בה לעלמא מודעין ותנאין פסמענא נחן אלשהוד אלכאתמין גמ[י]ע
26. מה קאלה אלשיך אבי סעד אסחק בן כלף בן עלון אלכתאב אלמצרי נ' ושהדנא בה עליה וקיניא מנה עלי גמלתה למ' חסון
27. בן פראג מהדוי בכלי הכשר לקנות בו וכתבנא הדא אלכתאב כחוזק כחומר כלשטרי הרשאות הנכתבין בישראל

28. מיומא דנן ולעלם לא כאלאסנאדאת ולא כמצאדיר אלכתב בטאנה אלמצ'רוב עליה צחיח
ככל הכתב שריר וקיים
29. וכתמנא פי שהר אב אול יום מנה יום אלב' סנה ת'ת'ל'ג' לעולם בזוילה אלמהדיה
30. שיש לי בארץ ישראל התלוי ביני שיטיא שריר וקיים ככל הכתב כולו מראש ועד סוף
שריר וקיים
- י ע
31. מבורך הפרנס בר אברהם נ'ע' עיאש סופר בר יהודה נע
ל ה
32. משה בר דוד לוי נ'ע'
33. אתקיים כתבא דנן קדמנא בב[נ]ת דינא במותב תלתה כחדא דנוסחיה ושהדיה כתיבין
34. לעילא וקיומיה מיניה וביה לתחתא בכתב [י]די שהדי אילין דחתימין עלוהי מ'
35. מבורך הפרנס בר אברהם נ'ע' ומ' עיאש הסופר בר יהודה נ'ע' ומ' משה הלוי בר דויד
36. דחתמין בחתמות ידהון מבורך הפרנס בר אברהם נ'ע' משה בר דוד לוי נ'ע' עיאש
37. סופר בר יהודה נ'ע' בסימוניהון ומדאתו מ' מבורך הפרנס בר אברהם נ'ע'
38. ומ' משה בר דויד הלוי נ'ע' אילין ואחויאו קדמנא חתמות ידהון ואמרדו דאילין]
39. אינן חתמות //ידנא// בסימוניהון אישרנוהי וקיימנוהי כדחזי תלי ידנא וקיים ודין קיומיה
40. יהודה בר' סעדיה נ'ע' משה הלוי בר שלה תנ'צ'ב'ה'
41. יוסף בר' פרח נ'ע' בן אכסי

Translation

1. We, the witnesses who set down our testimony in this document, say (that) Abū Sa'd Ishaq (sic) ibn Khalaf ibn 'Allūn, (may his) s(oul be at) r(est),³² of Fustat the *kātib* [appeared before us] and told us
2. voluntarily, being in sound body and mind and in full possession of his will, without being forced or compelled: I was on the ferry³³ from Fustat to Alexandria, and then I came to this place (al-Mahdiyya). I (had) left

32 The blessing for the dead refers to his father (see also line 26); cf. Cambridge University Library, T-S 28.6 C, line 11, where Abū Sa'd himself is already dead and the blessing therefore appears after his given name rather than after his patronymic.

33 The MS has *khūfī*, probably a dialectal variation of *khīfī*, either a large ship or a small skiff; in this context the latter is probably intended. See Goitein (op. cit.), vol. 1, pp. 295–296.

3. many items in the place of the house in which I had resided. And it happened that I (had) deposited these items that I will enumerate (in Fustat) at the house of Sittūna, daughter of Sulaymān ibn Hiba, known as Sirāj Ummiḥi,
4. the wife of Mūsā ibn Khalaf, may his soul be at rest. I went down to Alexandria (once more), but I was not able to return to Fustat because of the enormity of the incidents that happened to me there. Now it happened that M(aster) Ḥassūn ibn Abi l-Faraj Maḥdawī was to travel
5. to the lands of the East, by which I mean Alexandria and Fustat. So I asked him whether I could write [a power of attorney] for him and enumerate the items that I deposited at the house of the aforementioned Sittūna in this document of mine, so that (Ḥassūn) might ask for them
6. and collect them for [...] the items in part. [...] only for [...] *fiḍḍa*,³⁴ a lid³⁵ worth seventeen *fiḍḍa* and three *dirham*,
7. [...], whose weight is eleven *dirham*; a small silver box,³⁶ [...] neckband³⁷ [...]; and fine copper; a couple of big baskets (for jewelry³⁸), inside which are small boxes³⁹ with lids [...]
8. copper, a small basket with small boxes without lids, a carrier⁴⁰ made of solid⁴¹ copper, a large copper pot,⁴² a large copper basket,⁴³ and a chair for the table, a couple of

34 *Fiḍḍa*: a silver coin; 13 1/3 *fiḍḍa* equaled one *dinār*. See Goitein (op. cit.), vol. 1, p. 360, item 9a.

35 See W. Diem and H.-P. Radenberg, *A Dictionary of the Arabic Material of S. D. Goitein's A Mediterranean Society* (Wiesbaden 1994), pp. 156–157.

36 *Ibid.*, p. 66.

37 *Ibid.*, p. 56.

38 *Ibid.*, p. 174. Blau notes that the dual form can convey something like the English “a couple of,” meaning “a few” rather than exactly two; see Blau (n. 14 above), p. 176. For the plural adjective rather than dual or feminine singular, see *ibid.*, pp. 99–100.

39 Plural of *ḥuqqa*, a small box.

40 See Diem and Radenberg (n. 35 above), p. 49.

41 *Ṣāmīt*: “solid” (*ibid.*, p. 127).

42 *Qaṣriyyā*: cooking pot (cf. *ibid.*, p. 174).

43 *Ibid.*, p. 178.

9. small copper pots, a large copper *manfa* 'a,⁴⁴ a small lamp, a box for precious stones ornamented with copper, whose appearance is described (further) in an accounting (book or sheet), and one hundred fifty [...]
10. unbound booklets⁴⁵ and files in a cabinet, and a basket with twenty deep bowls,⁴⁶ and four plates, and twenty in a 'ŠH from Tyre, and three boxes in which there are files, and wood bark,
11. an account (list) and a mule bridle made of fine iron, and a mattress with red ornamentation contrasting with yellow and a cover for a *ṭabarī* mattress⁴⁷ from Ramla, two teak cabinets, a pair of 'Abbādānī mats,⁴⁸ a copper box with compartments⁴⁹
12. in which there are three pliable, handleless baskets⁵⁰ and four [...] for iron with a large Ṭ'GH with a head of SB'H, and a large table-cover made of leather, and a tray used as a table,⁵¹ and twenty-five oilskins⁵²
13. from Tyre, and a book containing prayers for Yom Kippur. He should collect the items I have turned over to him (in this document) and ask for them from the aforementioned woman. And if she acknowledges anything else
14. that I forgot to collect, he may take it. And now, bear witness for me and

44 The meaning of this word is uncertain. In other contexts its meaning is clear: usefulness, benefit.

45 *Dafātir mujarrada*: quires before being bound into codex form for archival storage.

46 See Diem and Radenberg (n. 34 above), p. 88.

47 See R. Dozy, *Supplément aux dictionnaires arabes*, 2 vols. (Leiden 1877–1881), vol. 2, p. 786b; Diem and Radenberg (op. cit.), pp. 221–222; Goitein (n. 3 above), vol. 4, pp. 114–115 and pp. 379–380 notes 48–51.

48 Two kinds of mats occur frequently in Genizah documents: those made in Alexandria and those made in Abadan, a town in southern Iran. The latter was called the 'Abbādānī mat, but the 'Abbādānī type of mat was copied in other places as well and a mat called 'Abbādānī was not necessarily made in Abadan. See Goitein (op. cit.), vol. 4, p. 128.

49 *Majma'*: See Goitein (op. cit.), vol. 5, p. 97 and p. 533 n. 266; vol. 4, p. 322 and p. 455 n. 59; Diem and Radenberg (n. 34 above), p. 31.

50 *Mishanna*: a pliable, handleless basket for pressing grapes; see Goitein (op. cit.), vol. 1, p. 123 and p. 428 n. 57; Diem and Radenberg (op. cit.), p. 177.

51 See Goitein (op. cit.), vol. 4, p. 144.

52 *Qirābāt*: oil-skins or wine-skins. See *ibid.*, vol. 1, p. 34 and p. 485 n. 7.

make a symbolic acquisition from me from now on; write (down what I say) and sign (it as binding) upon me and convey (it) to M(aster) Ḥassūn b. Farāj

15. Mahdawī, so that it may serve him as a piece of written evidence and a documentary record for this day and henceforth, that I have given him (symbolically) four cubits of land //which I own in the land of Israel⁵³// as a complete gift, patent and public, a gift in perpetuity before all,
16. written and signed in public [...] and to it I have attached his agency vis-à-vis Sittūna b. Sulayman b. Hibba, the wife of Mūsā b. Khalaf. He may collect from her
17. the aforementioned items that are attributed to her (possession) in this document, each thing by its name, collecting all of it in its entirety for himself and claiming it for himself,
18. since this power of attorney was written with my volition and consent for this Ḥassūn, and I have given him unlimited authority to seek justice, to file suit, and to litigate from now on, whether according to the laws of Israel or the laws
19. of the nations, because I have made his hand as my hand,⁵⁴ and his action as my action, and his taking possession as my taking possession, and what comes to him as what comes to me, and he has the absolute (right to) impose an oath or a ban or to reach a settlement (on my behalf),
20. and he may appoint an agent other than himself to collect all of these items, collect them for himself, and claim them for himself. And he may issue a quitclaim when he collects, because his collection was for this (purpose),
21. and his agreement is like my agreement, and his agency is like my agency, to collect and to issue a release when he collects, and to guarantee

53 On this phrase, a legal fiction instituted by the geonim in an era in which Jews tended to live in cities rather than owning land, see S. W. Baron, *A Social and Religious History of the Jews*, vol. 5 (New York 1957), pp. 27–28 and the sources cited on p. 303 n. 29.

54 I.e., I have made him my proxy.

- responsibility (for any future claims against the bailee), for in this regard I have put him in my place, and I have written him
22. this writ of agency. And according to what is established by the sages in these matters,⁵⁵ I accept responsibility upon myself and upon my heirs after me, not like documents written without binding intent or like
23. formularies of documents.⁵⁶ Whatever results in law, whether it is in my favor or against it, I will accept it fully from now on, and I have no right to tell him, “I have sent you to improve (my situation),
24. not to subvert (it).”⁵⁷ Furthermore, I have annulled as of now all notifications which I gave or some other person gave to me, invalidating any of what is attributed
25. to me in this document, in any language. By means of it I have annulled (any such) notifications and stipulations forever. And we the undersigned witnesses have heard everything
26. that the Shaykh Abū Sa‘d b. Khalaf b. ‘Allūn the Egyptian *kātib*, may his soul be at rest, has said and we are testifying to it (to be binding) upon him, and we made an acquisition from him concerning all of it for M(aster) Ḥassūn
27. b. Farāj Mahdawī with an implement appropriate for effecting an acquisition. And we have written this document according to the strictness and stringency⁵⁸ of all the powers of attorney that are written among Jews,

55 In line 25, *li-‘alma* (forever) appears as interference from Aramaic; here, because of the double *lām*, we read the word as *li-l-‘ulama*’ (“by the sages”).

56 See, e.g., Cambridge University Library, T-S 20.3, a deed of gift written about 1117, ed. M. Gil, *Documents from the Jewish Pious Foundations from the Cairo Geniza* (Leiden 1976), pp. 232–236, doc. 41, line 22; and see also Cambridge University Library, T-S 12.496 (details in n. 58 below). On this phrase see further the penultimate paragraph of this article.

57 *Le-tiqaney shedartikh*: this clause enables one who appoints an agent to refuse to accept responsibility for actions performed by the agent which would be detrimental to his interests (see b. Qiddushin 42b; Ketubbot 85a and 99b; Bava Meši‘a 108a; Bava Batra 169b; Bekhorot 61a). This rule is waived here. See also Maimonides, *Hilkhot sheluhin ve-shutaḥafin* 1:3.

58 Cf. St. Petersburg, Russian National Library, MS Antonin 637, verso, ed. Friedman (n. 3 above), vol. 2, pp. 295–297 (doc. 30v), line 13; for the entire formula, see Cambridge University Library, T-S 12.496, a fragment of a document from Tiberias, ed. Gil (n. 2 above), vol. 2, doc. 12.

28. from this day forward for eternity, not like documents written without binding intent nor like formularies of documents. The circumstances⁵⁹ that are attributed to it are correct as (is) the entire document, proper and enduring.
29. And we signed on the first day of the month of Av, which is Monday, in the year (4)833 of (the creation of) the world, in Zawīlat al-Mahdīyya.
30. (The phrase) “four cubits of land in the land of Israel,” which is hanging between lines (of the document), is proper and enduring.⁶⁰ The entire document, from beginning to end, is proper and enduring.
31. (Signed:) Mevorakh the *parnas*⁶¹ b. Avraham (may his) r(esting place be) E(den), ‘Ayyāsh the scribe b. Yehudah (may his) r(esting place be) E(den),
32. Mosheh bar David Levi (may his) r(esting place be) E(den).

Validation

33. This document was validated before us in court, in a session of three (acting) as one — its text and witnesses are written
34. above and its validation within it below — by the handwriting of these witnesses signed on it: M(aster)
35. Mevorakh the *parnas* b. Avraham, (may his) r(esting place be) E(den), M(aster) ‘Ayyāsh the scribe b. Yehudah, (may his) r(esting place be) E(den) and M(aster) Mosheh ha-Levi b. David,
36. who signed with their signatures (as) Mevorakh the *parnas* b. Avraham, (may his) r(esting place be) E(den), Mosheh b. David Levi, (may his) r(esting place be) E(den), ‘Ayyāsh

59 *Baāna*: see E. W. Lane, *An Arabic-English Lexicon*, 8 volumes (London 1865 [reprinted Beirut 1968]), vol. 1, p. 219.

60 “Hanging between lines”: i.e., added between or above the rows of writing (cf. below, line 39). Erasures and additions to the text of a deed needed to be explained and validated explicitly to avoid forgery (as today when we initial something crossed out in a personal check). See b. Bava Batra 161b, and Gil (n. 56 above), p. 239 n. 10 (commenting on a deed of gift written ca. 1117, Cambridge University Library, T-S 20.3, line 27).

61 *Parnas*: social service officer of the Jewish community; for details, see Goitein (n. 3 above), vol. 2, pp. 77–80.

37. the scribe b. Yehudah, (may his) r(esting place be) E(den), with their ciphers. And since these (two witnesses), M(aster) Mevorakh the *parnas* b. Avraham, (may his) r(esting place be) E(den),
38. and M(aster) Mosheh b. David ha-Levi, (may his) r(esting place be) E(den), came and indicated their signatures before us, saying “these
39. are our signatures with their ciphers,” we have confirmed and validated it as is proper. (The word) “our hands” is hanging (between lines) and is valid. And this is its validation.
40. Yehudah b. R. Se‘adyah, (may his) r(esting place be) E(den), Mosheh ha-Levi b. Shelah, may his soul be bound up in the bundle of life,
41. Yosef b. R. Farah, (may his) r(esting place be) E(den), b. ’KSY.

The language of the document

The language of this document, classical Judeo-Arabic, is typical of its genre and period.⁶² It is characterized by the use of Arabicized orthography,⁶³ based on what Blau and Hopkins call a “mechanical transfer of classical Arabic orthography into Hebrew letters.”⁶⁴ Some of the conventions of rabbinic spelling, present in most orthographies of other Jewish religiolects, are also followed in Arabicized orthography and, for the most part, in our document.

The text follows the normal grammatical structure of classical Judeo-Arabic. Thus, the use of cases is limited, although the accusative can be found at times, usually in frozen or formulaic phrases (טועא, “voluntarily,” line 2);⁶⁵ the dual is limited to the noun (וקצרתין לטאף נחאט), “and a couple of small copper pots,”

62 For the periodization of Judeo-Arabic, see B. Hary, “Judeo-Arabic in Its Sociolinguistic Setting,” *Israel Oriental Studies* 15 (1995), pp. 73–99 (for the point discussed here see especially pp. 74–77 and n. 6).

63 On the various Judeo-Arabic orthographies — phonetic orthography, Arabicized orthography and Hebraized orthography — see Hary (n. 14 above).

64 Blau and Hopkins (n. 14 above), p. 26.

65 Blau (n. 14 above), p. 150.

lines 8–9)⁶⁶ and the oblique case is prevalent (see the previous example), as is the case in the dialects.⁶⁷ However, many conventions of classical Arabic still remain: the use of /*lam*/ with the imperfect (ולם יתפק לי) “and I did not manage,” line 4); rules of agreement follow classical Arabic for the most part (חואיג כתיירה) “many items,” line 3, where a singular feminine adjective modifies a plural non-human being), although slippage does occur (נסייתה), “I forgot them,” line 14, referring to “items”); and the nominative plural suffix /-*ūn*/ is preserved (עשרון), “twenty,” line 10).⁶⁸

Code-switching and calques

The language of the text owes some of its specific features to its place within the Jewish legal tradition. In this respect, the language choices the scribe makes are quite telling. The scribe code-switches between Judeo-Arabic and Aramaic and Hebrew at times and he also mixes the three languages. It seems clear that the scribe is trying to write a Jewish legal text in Judeo-Arabic, but he is aware of the limitations of the language, and thus feels compelled to use Aramaic and Hebrew when, in his view, this is absolutely necessary. Thus, in line 15 there is a legal use of the acquisition of the symbolic four cubits in the land of Israel, ארבע אמות קרקע שיש לי בארץ ישראל; in our document there is a switch from Judeo-Arabic into Hebrew when this symbolic gift is mentioned. The same occurs in lines 18–19, where the document proclaims the agent’s authority to litigate according to the laws of Israel or the laws of the nations, בין בדיני ישראל, בין בדיני האומות. Also interesting is the extensive use of the root קים in the document, which appears in a fashion typical of rabbinic legal documents and contains the meaning of legal force and validity. There are additional examples of code-switching into Hebrew (בין לזכות בין לחובה), “whether it is in my favor or against it,” line 23) and into Aramaic (כחוק כחומר כלשטרי הרשאות הנכתבין בישראל).

66 Ibid., pp. 99–105.

67 Ibid., pp. 106–107.

68 Although this is not true for the dual, for example, קשותין כבאר, “a couple of big baskets,” line 7.

מיומא דנן ולעלם, “according to the strictness and stringency of all the powers of attorney that are written among Jews from this day forward for eternity,” lines 27–28, where the document asserts its own universal validity according to a formulaic phrase). They all involve legal language, as expected. The influence of “legalese” is so pronounced that the verb מסרהא, “he delivered it” (line 24), approximates calque language: the author has imported the Hebrew or Aramaic root מסר into a Judeo-Arabic structure, resulting in the hybrid form מסרהא with a Hebrew or Aramaic root and an Arabic morphological structure.

This kind of phenomenon in the Judeo-Arabic tradition is not restricted to legal texts. We also find it in religious texts and especially in *shurūh* in later Judeo-Arabic.⁶⁹ The *sharḥ* genre, translations of religious texts from Hebrew and Aramaic into Judeo-Arabic, developed from the fifteenth century onwards. Although that genre is removed in time, place, and purpose from the document at hand, we feel that some comparative observations are in order, because our document raises the question of an implied *Vorlage*.⁷⁰ Since the *sharḥanim* felt that they needed to express the sacred languages of Hebrew and Aramaic in Judeo-Arabic translation, they included many references to these languages in the texts, resulting at times in verbatim translations that violate Judeo-Arabic grammatical structure. Consequently, we see, for example, the use of Judeo-Arabic אלה (*'ilā*) as a marker of the definite direct object in texts of Egyptian *shurūh* in imitation of Hebrew וְעַתָּה לֹא אֱלֹהִים יִצְחָק) “and I gave him *Yiṣḥaq*”).⁷¹

The texts of the *shurūh* represent a unique phenomenon in Judeo-Arabic. Not only do they draw from Hebrew and Aramaic and are they influenced by the latter, as is the case in most of the Judeo-Arabic literary tradition; they are actually based and dependent upon Hebrew and Aramaic. The “legalese”

69 See n. 62 above.

70 See also Blau’s discussion of Hebrew and Aramaic elements in Judeo-Arabic texts, *The Emergence and Linguistic Background of Judaeo-Arabic* (third revised edition, Jerusalem 1999), pp. 133–166 (Appendix 2).

71 Egyptian Passover *Haggadah*, Cairo Collection, MS 3, folio 6, line 7. See Hary (n. 62 above), p. 85 n. 18. Hary is currently preparing a two-volume study of Egyptian *shurūh*.

in our document does not reach the extremes found in the *sharḥ* genre. But it does approximate it in that it switches into Hebrew and Aramaic frequently, especially when the author feels the need to fill the gap created by producing a legal instrument in another language, and in that the author mixes Hebrew and Aramaic roots with Judeo-Arabic morphological structure. The author does not, however, use Hebrew or Aramaic syntax in his Judeo-Arabic legal text, as is the case in the *shurūh* texts. Thus, while the *sharḥ* genre is clearly dependent upon Hebrew and Aramaic, legal texts in Judeo-Arabic can be called *semi-dependent*.

Consequently, we can place various genres of Judeo-Arabic writings on a continuum, ranging from those that approach regular Arabic grammatical structure at one end to genres that approach Hebrew or Aramaic structure at the other. Whereas the *sharḥ* genre is closer to the Hebrew and Aramaic side of the spectrum, Judeo-Arabic letters, documents and other texts belonging more or less clearly to the literary tradition fall closer to the side of regular Arabic structure. Legal texts, such as the one published in this article, lie somewhere in the middle of the continuum.

Scribes at work

The phenomenon of calquing for the purposes of creating effective legal instruments has been noted before. J. Wansbrough observes that chancery officials translating diplomatic treaties often resorted to difficult constructions in order to offer precise — often absurdly precise — translations of an original treaty that both sides could consider binding. Scribes, diplomats, and jurists were forced into such absurdities by a basic tension: legal efficacy depends upon precise phrasing and constructions, but this legal content may need to be expressed in various languages. Our document reflects this situation when it stipulates that it supersedes anything written **בכל לטאן**, “in any language” (line 25). In a polyglot world, translation was a necessary evil, and scribes, notaries, and diplomats did the best they could with the means at their disposal.

Wansbrough argues that calques were a pervasive feature not only of

diplomatic documents but also of legal deeds, including a number in Judeo-Arabic. Of fifty-nine notarial documents in Judeo-Arabic, most of them affidavits, that survive from fifteenth-century Sicily (when Jews were the sole Arabic speakers on the island), Wansbrough writes:

The now extensive corpus of legal instruments produced by the medieval Jewish communities in Sicily exhibit a combination of traditional [Judeo-Arabic] orthography, Arabic chancery formulae and juridical terminology in the local [neo-Latin] vernacular. There, Hebrew script, standard format and bureaucratic nomenclature generated a linguistic register that could only with obstinacy be construed as reflecting speech.⁷²

The Sicilian documents do not reflect the same linguistic substrate as Judeo-Arabic legal documents from the Genizah, whose implied *Vorlage* may be Aramaic; they were composed, rather, with a Catholic judiciary in mind, within a legal system that was already Latinized (although it still reflected its Greek and Arabic past). Wansbrough finds in these documents the use of calques, lexical loans, and formulae that constitute “a bizarre but presumably effective jargon” specific to juridical practice in Sicily. As an example, he cites the Arabic and Judeo-Arabic term *sijill maftūh*, which translates the Latin *litterae patentes* by combining the much earlier Greek loan-word *sigillion* (any document bearing a seal) with a calque of the Latin *patentes/apertae* (“open”). “While there could hardly be doubt as to the meaning [of the term], its innovative character is discernible by reference to the technical terminology of Roman, Byzantine and Islamic chancery practice” — in other words, it remains the invention of bureaucrats anxious to convey precise legal content with the rather parochial means each language offered them.⁷³ The results were often strange in comparison with standard Arabic structure and lexicon.

72 Wansbrough (n. 8 above), p. 94.

73 See *ibid.*, p. 178, and cf. *idem*, “Diplomatica Siciliana,” *Bulletin of the School of Oriental and African Studies* 47 (1984), pp. 10–21 (especially p. 16). For the documents, see S. Cusa, *I diplomi greci ed arabi di Sicilia, pubblicati nel testo originale, tradotti ed illustrati* (Palermo 1868–1882); on the relationship between Cusa’s editions and the originals, see J.

To illustrate the relationship between the Judeo-Arabic of the document and the implied Aramaic *Vorlage*, take for example the phrase לא כאלאסנאדאת ולא כמצאדיר אלכתב, which we translate as “not like documents written without binding intent nor like formularies of documents” (lines 22–23, 28). Although these Arabic words are used in legal contexts, they nonetheless reflect the Aramaic *Vorlage* דשטרי כטופסי ודלא כאסמכתא ודלא כטופסי דשטרי. The Judeo-Arabic word *isnādāt*, from *asnada*, “to cause to lean,” might be read as a literal translation of the Aramaic *asmakhta*, “leaning,” i.e. (a document written in) reliance on an unfounded supposition. For a competent medieval scribe, *isnādāt* would have conjured up echoes of *asmakhta*.

As for blatant calques in legal documents (see above), they offer us a glimpse into the world of the court clerk or chancery official attempting by any means at his disposal to effect real and legally binding transactions through the use of language and writing. But while late medieval Sicilian Jewish notaries stubbornly maintained Judeo-Arabic and adapted its use to the Latin judiciary through new coinages based on Latin terminology, Jewish judges and court clerks during the early medieval transition from Aramaic to Arabic as Near Eastern lingua franca did exactly the converse: they adapted a relatively new language, Judeo-Arabic, to an ancient legal tradition expressed primarily in Aramaic. This explains why documents like ours, rather than translating everything into Judeo-Arabic, import in wholesale fashion venerable Aramaic phrases whose effectiveness had proven itself over the centuries, thus reflecting a balance of innovation and tradition.

Wansbrough, “A Judaeo-Arabic Document from Sicily,” *Bulletin of the School of Oriental and African Studies* 30 (1967), p. 305 n. 1 and J. Johns, *Arabic Administration in Norman Sicily: The Royal Diwan* (Cambridge 2002), pp. 7–8. See also H. Bresc and S. D. Goitein, “Un inventaire total de Juifs siciliens (1479),” *Melanges d’archeologie et d’histoire* 82 (1970), pp. 903–917; A. Giuffrida and B. Rocco, “Documenti giudeo-arabi nel secolo XV a Palermo,” *Studi magrebini* 8 (1976), pp. 53–110; B. Rocco, “Un documento giudeo-arabo nel secolo XV,” in *Studi dedicati a Carmelo Trasselli* (ed. G. Motta and S. Manuelli, Soveria Manelli 1983), pp. 577–581; and D. Burgaretta, “Un documento giudeo-arabo siciliano conservato a Siracusa,” *Italia* 16 (2004), pp. 7–40.

