

III, D. *Documents Related to Abraham Ben Yijū During his Stay in India and Yemen*

III, 17 *Deed of Manumission of Ashū, Slave Girl Purchased by Abraham Ben Yijū*

Mangalore, October 17, 1132

SPIOS D55.10

Described in Goitein, *Med. Soc.*, 2:20; *Letters*, 202. Ben Yijū used the blank side of the paper and the margins around the deed of manumission to write drafts of poems in honor of Maḍmūn b. Ḥasan (II, 40) and *selihōt* liturgical poems.

Ben Yijū's handwriting is known so far from the following pieces:

Accounts and other statements, mostly written on the verso of letters received or on narrow strips of paper: III, 18, 19, 21, 23, 25, 27, 28, 34;

letters, two by himself, III, 29 and 41, and one dictated to him by a business friend out in India, II, 55;

poems, three by himself, II, 37, 38, 41, and one copied on verso of III, 13; see introduction to III, 12–14;

calendars for Jewish years corresponding to 1146–49 (on II, 16v), 1149–50 (III, 26) and 1153–56 (III, 51), published by Mann, *Jews*, 2:291–92, who could not, of course, identify the writer).

Ben Yijū's script is that of a trained scribe: clear, strong, and graceful, and is so much similar to the handwriting used in court records that one wonders whether the highly official document IV, 5 (Aden 1134) was not written by him.¹ He certainly came from a family of scribes (see 592, n. 37).

The pieces enumerated above differ widely as to how cursive the script is and the size and forms of their letters and represent thus an interesting object of study for the paleographer and even the graphologist. In the poem II, 37, 38, the script is almost square and a little stiff; in the accounts, especially those written on narrow strips, it is cursive and hasty; between these extremes we find the calendars and letters, the former copied perhaps with a little more care than the latter.²

{The following items are also in Ben Yijū's hand: II, 40; III, 17, 24, 28, 28a, 29a–c, 34–36, 39, 40a–c, 42.}

¹ {Apparently, Goitein did not repeat this possible identification elsewhere. In my opinion IV, 5, was probably written in 1131 by another North African India trader, Joseph b. Ezra.

² These paragraphs concerning Ben Yijū's handwriting were transferred from III, 25, which in the Old List of documents was the first in this section of the chapter.

Deed of manumission, written by Ben Yijū in Manjarūr, India, on October 17, 1132, in which he freed his slave girl Ashū, no doubt with the intention to marry her.

{This draft or copy of a deed of manumission is the earliest dated document from Ben Yijū's archive, probably dating from a few months after his arrival in India from Yemen. It was written in Manjarūr, i.e., Mangalore, on the Malabar Coast of southwest India, in the province of Tuḷuva (or, Tuḷunad). Ben Yijū granted freedom to the Tuḷu slave girl Ashū, whom he had recently purchased from her proprietress. Ashū means 'Fast' or 'Quick' in Sanskrit, a fitting name for a slave girl. Through manumission she became a Jewish convert, and was given 'the name for a Jewish woman' Berākḥā (this could be read as Arabic Baraka), 'Blessing.'³ When he was in Egypt, Ben Yijū wrote instructions for issuing a bill of manumission for a slave girl (III, 40b). Responsa in his hand also deal with the case of an anonymous Jewish trader who purchased a slave girl in India, released her and married her, and with the status of their children (III, 29b–c), and these may refer to Ben Yijū's own family.⁴ The India traders were often separated from their familiar communities for extended periods, and it is not surprising that some of them found a solution for their loneliness by association with local slave girls, who were readily available.⁵ Contemporary Arab traders in Malabar may have also integrated through *mut'a*, 'temporary marriage,' with local women.⁶

Besides the fascinating socio-economic background of this deed, its very formulation is of interest. It contains the most remarkable example of a *rashut* formula, whereby the issuer acknowledged the hegemony of the central Jewish leadership, here with the double recognition of the Exilarch Daniel b. Ḥisdai in Baghdad and the Gaon Maṣliāḥ, Head of the Palestinian Academy, whose seat was then in Cairo.⁷ Furthermore, it attests to the impact of Yemenite religious teaching in India, a phenomenon well known from Islam. The Ismā'īlī *da'wa* or propaganda office of Yemen (whose authority initially came from Egypt) extended its activity to India.⁸ The

³ Muslims did not call their slaves Baraka. See Schimmel, *Names*, 70.

⁴ See the discussion above, 55–57, 73–76.

⁵ See Friedman, *Polygyny*, 294–95, and the references there to Goitein's publications and other literature.

⁶ See Wink, *Al-Hind*, 1:71. Certain medieval Jewish authorities in Islamic countries vigorously opposed *mut'a* marriage; see Friedman, "Sexual Mores," 99–104.

⁷ See Goitein, *Med. Soc.*, 2:20–21. On the *rashut* formula in general, see Friedman, "Responsum on *Reshut*."

⁸ See Madelung, "Ismā'iliyya."

same double *rashut* formula was in use during this period in Yemen, and as proven by the India Book documents, major communal discord resulted from an attempt to eliminate mention of Maṣliah there.⁹ The manumission deed written by Ben Yijū contains certain other phrases, which to the best of my knowledge have been identified only in Yemenite Jewish documents, e.g., 'by the merit of our patriarch Abraham,' known from marriage contracts written there.¹⁰

The double recognition of the authorities of Baghdād and Egypt as well as the Yemenite influence in this document also find a certain parallel in Islam on the Malabar Coast, where the presence of the Shāfi'i school (*madhhab*) points to "continuing contacts with Baghdad and the towns of the Persian Gulf, as well as with Arabia, Yemen and Hadramaut."¹¹

⁹ Nos. IV, 4–9; see Goitein, *Med. Soc.*, 2:21; *Yemenites*, 53–74. On the contacts between the Jewish court in Yemen and India, see above, 196 and 557, n. 18.

¹⁰ Found in a marriage contract from Shibām, west of Ṣan'ā, dated 1679 in my possession. For another clause in the deed of manumission, known only from a Jewish marriage contract apparently written in Aden in the 1130's or 1140's, see Friedman, *JMP*, 1:86.

¹¹ See Wink, *Al-Hind*, 1:69.

III, 18 *Five Accounts Written by Abraham Ben Yijū*

India {apparently 1136–39, 1145–49}

TS 20.137

The accounts are written on the verso of II, 23, a letter sent by Maḍmūn b. Ḥasan from Aden to India in {ca.} 1135. See the description of the ms. there. As Ben Yijū returned from India in 1149 (III, 29), the accounts must have been written between these two dates. The accounts are separated from each other by intervals of 2–4 lines left blank. Sec. C is very much damaged and effaced. The beginning and the end of the page were cut away; see II, 23. {The dates are somewhat refined according to the details discussed in page 648. It is not clear, whether or not the accounts on the verso of II, 22, part of that same letter, were written at the same time or earlier; see 337.}

[Sec. A: End of Account Dealing with Cardamom and Iron]

This is the end of a draft of a yearly account for a merchant, most probably residing in Aden, for whom Ben Yijū did business in India. A good example of a final copy of such an account is IV, 1 {for which see 457–58}.

The name of the merchant for whom the account was made (see line 2) is not preserved. A deal in cardamom with Ben Yijū through the *kārdār* (line 2) is referred to in Khalaf b. Isaac's letter to Ben Yijū, III, 12, lines 27–34. But it does not necessarily follow that Khalaf is intended here.

Mithqāl (abridged here as *m.*) certainly denotes the Egyptian gold coin; see line 11.

Cardamom and iron appear together frequently, e.g., below E, lines 6–7 (cf. III, 11, line 11; III, 21 sec. A, lines 5–6; III, 21, sec. B, lines 28–29), perhaps because they were exported from the same ports.

The upshot of the cardamom business is the following: The *kārdār* had not supplied the two *bahārs* ordered from him, and Ben Yijū had to procure them elsewhere on his own account. In any case, the merchant for whom the account had been made was not charged, as Khalaf had indeed demanded (III, 12, lines 27–34; cf. there). Ben Yijū had to pay 17 *m.*, while the *kārdār* had been expected to procure them for 14 *m.*, which indicates perhaps that he specialized in that commodity; see below section E.