Introduction

In the two decades preceding the French Revolution, the rabbinic court of Metz functioned within a complex world of overlapping legal jurisdictions. The extant records of the beit din in the years 1771-1790 contain evidence of familiarity with French law and even an interest in taking that law into consideration in its own deliberations. From time to time, the beit din instructed litigants to consult French avocats in order to clarify a legal question, and in some cases the beit din itself initiated the consultation. There were also, certainly, instances when individuals sought the opinion of French lawyers on their own. Whatever the circumstances, it is clear that the Metz beit din wanted to avoid running afoul of French law and legal norms. But the occasional collaborative relationship with French legal officials and institutions also offers important evidence of the rabbinic court’s integration within the legal structure of the state and of the permeability of legal boundaries.

My approach to law as a source of social and cultural history is informed by recent work in French legal history. Historians have begun to focus on lower level courts as places “where judges, lawyers, litigants, and communities came together to negotiate, contest, and use the law’s symbolic and, at times, coercive authority. More and more, historians view courts as arenas for negotiation where justice came to be understood as “a mode of social interaction between individuals, communities, and the state.”\(^1\)

Broad social, economic, and political forces in the second half of the eighteenth century fostered an awareness of French law among members of the Jewish community, while the demands of daily life called for a familiarity with the particulars of the French legal system. At the judicial level, this was achieved, in part, through consultation with French avocats. Precisely what motivated these consultations is deceptively simple. In

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\(^1\) Hervé Piant, *Une justice ordinaire : justice civile et criminelle dans la prévôté royale de Vaucouleurs sous l’ancien régime* (Rennes, 2006).
seventeenth- and eighteenth-century France, consultation had become a well-established facet of legal culture. It was a service provided by lawyers, known as *avocats consultants*, who did not plead cases but offered professional counsel outside the courtroom. Hervé Leuwers’s recent study of lawyers traces the growth in the honor and independence of *avocats* in the seventeenth and eighteenth centuries, first under Louis XIV, when a series of royal ordinances and judicial *arrêt de règlement* enhanced the public standing and legal competence of *avocats*.² Their professed impartiality and their reputation for dedication to the public welfare helped create a bond of trust with clients and judges alike. Their interest and ability to disseminate their ideas formally in print as *consultations*, *mémoires judiciaires*, or *factums* enabled them to become an influential voice of public opinion.³

Legal consultation also served as a bridge between the Jewish and French judicial systems. The talmudic aphorism *dina d’malkhuta dina*, a fundamental principle of accommodation to the law of the state, implied that there were two distinct legal frameworks to which Jews needed to conform. In the Metz *beit din* records there is clear evidence of the conviction that this could not be achieved without knowledge of the larger legal setting. And within the French legal establishment there was, as well, a parallel interest in facilitating the legal integration of the Jews. This is evident from the regular interaction with a cadre of bureaucratic officials, at varying levels, that included notaries, translators, scribes, sheriffs, and *avocats*.

Because the boundaries between the two legal systems were permeable, it was important for the *beit din* to define with great care when recourse to the civil courts was justified and when it was not. In spite of its growing prevalence in the eighteenth century, or perhaps precisely because of it, recourse to the *arkha’ot* (non-Jewish courts) remained a highly contentious act that was viewed, in theory, as a betrayal of the sovereignty of the Jewish community and Jewish law. Nevertheless, medieval and early modern codes also spell out clear guidelines when remaining within the system is not possible. In Metz, the *beit din* frequently provided details on how to approach the civil courts. Equally important are the numerous instances when the rabbinic court recommended that the litigants seek the

legal expertise of *avocats*. Examples range from questions concerning endorsement of letters of exchange to the payment of civil court expenses in Lorraine.4

In source 1, which concerns a dispute between physician Feibelman and the family of the late Jacob Steinbiedersdorf over a claim of unpaid medical bills, the *beit din* based its ruling on the standard of “trustworthiness” as understood in French law. It therefore urged the parties to consult French *avocats* for clarification. Source 2 also concerns a dispute over a medical bill. In this instance, the *beit din* differentiated between the part of the case it would handle itself and the part that required the advice of *avocats*. At issue, according to the *beit din’s* understanding, was whether a physician enjoyed privileged status over other creditors. Consequently, the *beit din* instructed the two sides to seek the legal opinion of *avocats* and concluded that their opinion would be binding on the two parties, in accordance with the law of the land.

Source 3, which will be the main focus of discussion, is the text of a consultation provided by two *avocats*, one of whom was Pierre-Louis Roederer, who would later emerge as a champion of Jewish emancipation. This is a Hebrew translation of the French text, dated 30 August 1773, which I found in the Archives départementales de la Moselle; I do not know if the French original is still extant. The document is an opinion crafted in response to questions concerning an inheritance dispute between natural heirs and beneficiaries of the will of Reizele Elzus. The relevant part of the case is found in lines 1-29. The fact that this consultation was translated into Hebrew raises several intriguing issues. Closely related to this is source 4, drawn from the Metz Pinkas Beit Din, which involves the same dispute, approximately two years later (though undated). (It should be noted that Neta Emrich and Neta Gompertz are the same person.) The two sources complement each other, together providing a more complete story of what was at issue and the divergent approaches of Jewish and French law.

Even prior to their civil emancipation, Metz Jews found in the law a rather predictable ordering of reality that was governed by rules and regulations. Law was a realm that offered some respite from the randomness of social, economic, and political disabilities that are more familiar from commonly known historical sources. At the risk of overstatement, I am suggesting that the civil courts were, in the broad sense, an arena where Jews were viewed, to a certain degree, as members of a shared public. In

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4 Pinkas Metz Beit Din, Record Group 128, Box 2, Collection of Rabbinical and Historical Manuscripts, YIVO Archives, vol. 1, pt. 1, 21b; vol. 1, pt 2, 38b.
France, law offered a universal language and though there was no presumption of equality, Jews enjoyed within the legal sphere the illusion of citizenship before they were actually admitted as citizens.

Bibliography


24. Concerning the claim of Feivelman the physician against the estate of Jacob Steinbiedersdorf z”l [in the amount of] 343 livres for treating and visiting him and members of his household during his life. …

31. And after they offered lengthy arguments, we the beit din issued a ruling that for the period when the physician is trusted regarding his claim in the civil court so that the defendant cannot counter with “I paid,” then for the period that he has trustworthiness, if he swears that he only received the aforementioned 84 livres for payment of the bill he claimed today, he must also include in his oath that he is including in his bill only 10 sou for each time he visited R. Jacob or members of his household, and that he is entitled to 36 livres for twelve visits he made during the night, and six livres for consultation. Thus the estate must pay immediately the amount for which he will swear. And if the apotropsim refuse to pay him, then he is entitled to take them to the civil courts. But during the time when he does not have trustworthiness in the civil courts he may not claim anything. And concerning the aforementioned trustworthiness, it is incumbent on the parties to ask two avocats, and on the basis of their opinion the matter of trustworthiness will be determined. That is, each of the parties will choose one avocat and then the beit din will go with them to hear what they say.

42. The ruling was issued by the beit din today, Wednesday, 28 Tammuz 5532 [1772]
Finding Common Ground: The Metz Beit Din and the French Judicial System
Jay Berkovitz, University of Massachusetts

Pinkas Metz Beit Din, Vol. 1, pt. 1, 35a

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Pinkas Metz Beit Din, Vol. 1, pt. 1, 35a
Pinkas Metz Beit Din, Vol. 2, p. 85b

1. And after we heard their arguments, we decided that the aforesaid parties
2. will ask the opinion of avocats as to what is dina d’malkhuta [the law of the land], viz. whether a physician has priority over all other creditors, and if he is considered trustworthy concerning all that he says/testifies,
3. and if he is considered trustworthy in this [specific] case, where the rental contract had already been sold. And even if he has trustworthiness, whether the trustworthiness stands even when no oath is taken,
4. that is, that he is not required to swear that he was not paid nor [swear] concerning the number of times he visited the patient. And the parties are obligated to uphold all that is stated by the avocats
5. from the standpoint of dina d’malkhuta. This ruling was issued by the beit din today, Wednesday, 11 Sivan 5543 [1783] […]
Finding Common Ground: The Metz Beit Din and the French Judicial System
Jay Berkovitz, University of Massachusetts

Pinkas Metz Beit Din, Vol. 2, p. 85b

1. ולאחר ששמענו דבריהם. פסקנו שNotNull
2. הביאו ליושל פ GOODMAN מתכוןxBコードן מדריעים…and תכוןxBコードן(Mainly) מדריעים artyx vec
3. אמר לי של אלא אמסת זה ש׳כלך מדריעים artyx vec
4. והיינו שאל בלשון שאר פนมיה שדרא_b ש׳כלך אמסת vec
5. לכל מדריעים artyx vec
6. אמר אמסת שדא_b ש•אסמיה vec

שאנו ש׳כלך מדריעים artyx vec

שאנו ש•אסמיה vec

שאנו ש•אסמיה vec

שאנו ש•אסמיה vec

שאנו ש•אסמיה vec
Finding Common Ground: The Metz Beit Din and the French Judicial System
Jay Berkovitz, University of Massachusetts

Copy of a Consultation of M. Roederer and Pakain
Advocates here who were approached by the heirs of M. Reizele, 30 August 1773
Archives départementales de la Moselle, Consistoire israélite 17J24
translated by Jay R. Berkovitz

1. The undersigned legal advisors who saw the will of Reizele Elzus, the widow of R. B[erman] Speyer, dated 12 May 1766 and its codicil
2. dated 20 December 1769 and the formal announcement of them both dated 14 March 1773, the inventory [of the estate] from the 19th
3. of the following April, and the account of the completion of the inventory from the 20th of the aforementioned month, the claim that was made in the bailliage court in this city
4. on the 7th of the month of June 1773 by Neta Gompertz on his own behalf and with the power of attorney of his wife, and acting as a guardian for his sons, with a written record [mémoire] / were consulted on the matters on which there were questions / and their opinion on the first is that Neta Gompertz
5. cannot claim the moveable items from the room that was given to him by Reizele according to a note [of indebtedness] in Hebrew [lit. “in the holy language”], insofar as he himself did not claim it
6. until a large number of arguments opposed to him had accumulated. – And how can one validate the Hebrew note at the same time that he would like to certify
7. Reizele Elzus’s will, which weakens it [the Hebrew note] insofar as it bequeaths to others the moveable items
8. in her bedroom, and in particular the clock that is one of the moveable items, to Neta Gompertz.
10. In truth, Neta Gompertz could have chosen either that he would not accept the gifts from the will in order to claim [what is owed to him in] the Hebrew note of indebtedness or to renounce the Hebrew note of indebtedness in order to receive the gifts that were bequeathed to him according to the will.

11. However Neta Gompertz, knowing that the two notes/contracts could not be simultaneously upheld, has nullified his Hebrew note in order to accept the will upon himself—First he wanted to validate the will at the time of its announcement. Second, he was present at the reading of the inventory.

12. He saw that the moveable items from the room of the deceased were included and he did not object or present his Hebrew note of indebtedness, even though it was the appropriate time to present it so as not to confuse the estate with the moveable items that belonged to him from the room that was encumbered to him according to the note of indebtedness. In the third case he claimed the clock pendulum that was given to him as a gift in the will, and not as part of the moveable items that belong to him on the strength of the contract.

13. Fourth, his claim in baillage court was to secure an order to certify and validate the will and to distribute the gifts to him and to his sons, and he did not make an announcement concerning any residue of rights from another vantage. All of these reasons together are sufficient to verify the explicit nullification that Neta Gompertz enacted concerning his rights from the Hebrew note. Nevertheless, with all of these objections to Neta Gompertz on account of his explicit acceptance of Reizele’s will and the implicit nullification of the Hebrew contract; without a doubt if the will cannot be validated in all of its details / and if there is a judgment of the *beit din* that nullifies or weakens some details within it, then Neta Gompertz is discharged from his acceptance of the will and he is free to strengthen himself with the power of the Hebrew note of indebtedness— and if he wants to combine his rights from the will with those from the note of indebtedness, this is prohibited, as there is an important general principle, [namely,] that it is impossible to divide the acceptance of a will,
24. just as it is impossible to divide the acceptance of natural inheritance, and just as the natural heir cannot inherit only part of an estate, and renounce
25. the rest, because just as he is obligated to renounce the entire estate or the accept it,
26. the beneficiary of a will cannot divide a will so as to accept one part and to renounce the rest. Neta Gompertz is required to rely on the power of
27. his acceptance of the will, or to renounce it entirely, in the first way if the gifts that are given him are diminished, he may not
28. make up the difference with the rights in the Hebrew note of indebtedness, and if he chooses the second way to affirm the note of indebtedness, he is required to entirely renounce
29. the rights from the will without any residue.
30. And regarding the second question, that Elia Gompertz was charged with the care of money and precious stones and other items from the estate of Reizele Elzus
31. he cannot keep the deposit which is in his care under the pretext that not all of the beneficiaries together want either divide it according to
32. the will or to give it to the natural heirs, to each the amount he is entitled. There are ways to force him to give it up. The first
33. is to summon him to judgment to transfer the deposit, or to hand it over, and they should send for the beneficiaries with the same summons,
34. those who are not here, whether in the homes in which they lived before their travels, or in the lord prosecutor general’s [procureur général] office, in order
35. to command him according to the law of transmission from the deposit, or the division/distribution, and the sentence will be the same for all of them/ and the second way is
36. to claim the transmission or the distribution on the condition that first he will repay all of the expenses and obligations of the estate, and for the rest of the property
37. deposited in his care, the portions which are due, either as gifts or as inheritance, to those who are not currently present. There is no doubting [this] as it has undergone review and is enduring law.
Finding Common Ground: The Metz Beit Din and the French Judicial System
Jay Berkowitz, University of Massachusetts

Copy of a Consultation of M. Roederer. Archives départementales de la Moselle. Consistoire israélite 17J24

Traduction de la Consultation de M. Roederer 1773
Archives de la Moselle  Consistoire israélite 17J24

1. ווועעי ה"מ [החומיס מתנה] שלה העוזאה ב"ו מ"וי ר"וChelsea מ"וי"ב
2. ומכה את הבונר א"ל חס"ת, והشرح החוזה מה(topic) מ"וי"ב כארזין אה"ת הש"גו
3. אוניות שלחראורי, הסיפור המועש מהמקום החפץ והנה ב"וי כחזרות והנה
4. ו"וי בוחרות שלוחי אלח"שת" א"לי גנ"מינו עבורה ובעכתה רכתי ואפשרות
5. להזון, פ"מ ח"ב
6. דעות על התורה של המ"וי
7. מ"וי חלים עם מתמטכית
8. ב"וי"ה שטר פ"ע ר"וChelsea מ"וי"ב מתנות לקבל על המ"וי
9. הבקרת המירו של המר ובעכתו של מ"וי
10. הש"ה שטר"ה ב"וי הנעשו מתנות לקבל על הש"ה שטר
11. הש"ה של ה"וי ב"וי הנשו של ה"וי שטר

EMW 2012
12.ابل נט גומפרץ' עד שותה נטורה ברלハイ אפשרי לֶחְרִיבֶם וַיִּזְכְּרוּ שְּמוֹל שְׁメール ק"ל י"א
בַּל"ה כָל
13.בַּל"ה צְלִיל גומפרץ' -- בַּרְאשָׁנָה הַחֲרַצָּה לַכְּל, גומפרץ' בַּאֵל הַכְּרִית. בֵּשְׁניֹת הָא
בַּל"ה קְלוּנָה גומפרץ'[ר]
14.ושה ראָה שלגֶרִיטָלָלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶl ק"ל
15.שֶׁשֶ"ה לא בּיליֹשָה העו
16.ובֶית בּיורֵה הַפְּאֵנִינִי ֵי, יָניִתֵה נֵל בְּכָתָה הָע"פ [עֶלֶי פָּא] גומפרץ' לא בּיתוּר הָלָק
17.מדָּמְטְלָלָלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶלֶl, שְׁבֶיִיטֵה גומפרץ' בְּלֵית לֵאֶשֶר וְלָכְיַא הַפְּאֵנִינִי, גומפרץ' לֵיָית הַמַּתְקַהְתִּו
וּלְבְּנִי
18.ולָא גּוֹנְשָה שׁוֹמַה מִרְדָּה
19.גּוֹנְשָה שׁוּשִּׁי
20.כְּבֶלַּה מְפּוּרִים שׁוּשִּׁי על הָצְאוֹת מִןוֹ רְויָית בְּרְיָית בּהָשָּׁאִי שׁוּשִּׁי מְשָׁשׁ"ה בַּל"ה כ"כ מֵלִי
21.לְחֵיתֶה"כְּבֶל פְּרֵסֶי[ח] / אֵו יִשׁ פּשֶׁק די"ב [בּיִי די"ב] שׁמְבִּלָא וַאֲנָעָר אָיוֹ
22.מַפּוּרִים מְפּוּרִים בּוּרְאָה שׁוּשִּׁי וְרְוָית בּידֵי לְחֵיתֶה"כְּבֶל בַּל"ה כ"כ רֶזָּה לְרָזֶה
23.יוֹדֵה הָדוּרִיִים מְפּוּרִים מְפּוּרִים[ח] וּזְהָבְתֵי, בֵּאֵשָׁר שׁוּרוּבָכָל גַּדוֹל שֶׁיָּאָשְׁר לְחֵית
24.תְּוָרֵר כְּבֶלַּה גומפרץ', בֵּאֵשָׁר שׁוּרוּבָכָל גַּדוֹל שֶׁיָּאָשְׁר לְחֵית, שֶׁיָּאָשְׁר לְחֵית לָרוּחַ עַל
25.חֵלֶק תָּאָשְׁר מִן עַבּוֹנָל הָלָק
26.עַבּוֹנָל הָלָק עַל מֶרְצָה הַלוֹכֶל עַל הָלָק עַל מֶרְצָה הַלוֹכֶל עַל מֶרְצָה הַלוֹכֶל עַל מֶרְצָה הַלוֹכֶל עַל מֶרְצָה הַל
27.כְּבֶלַּה מְפּוּרִים, וּלְלָקֶל עַצָּמָלְךָ, בַּאסְסֶפֶר בּאָם לְגֵרִית מְפּוּרִים הַגְּרוּת, לְלָקֶל עַצָּמָלְךָ
28.לָקֶל הָלָק עַל עַצָּמָלְךָ, וּלָקֶל הָלָק עַל עַצָּמָלְךָ, וּלָקֶל הָלָק עַל עַצָּמָלְךָ, וּלָקֶל הָלָק עַל עַצָּמָלְךָ, וּלָקֶל הָלָק עַל עַצָּמָלְךָ, וּלָקֶל הָלָק עַל
29.זְרוּת הָדוּרִיִים בּוֹלָשׁ שׁוֹרָה
30.עֶלֶזֶא הָעָדָה שֶׁיָּה"כ' אֲלֵי, וּגְפּוּרִים הָעָדָה שֶׁיָּה"כ' אֲלֵי, וּגְפּוּרִים הָעָדָה שֶׁיָּה"כ' אֲלֵי, וּגְפּוּרִים הָעָדָה שֶׁיָּה"כ' אֲלֵי, וּגְפּוּרִים הָעָדָה שֶׁיָּה"כ' אֲלֵי, וּגְפּוּרִים הָעָדָה שֶׁיָּה"כ' אֲלֵי, וּגְפּוּרִים הָעָדָה שֶׁיָּה"כ' אֲלֵי, וּגְפּוּרִים הָעָדָה שֶׁיָּה"כ' אֲלֵי, וּגְפּוּרִים הָעָדָה שֶׁיָּה"כ' אֲלֵי, וּגְפּוּרִים הָעָדָה שֶׁיָּה"כ' אֲלֵי, וּגְפּוּרִים הָעָדָה שֶׁיָּה"כ' אֲלֵי, וּגְפּוּרִים הָעָדָה שֶׁיָּה"כ' אֲl
לא יוכל לעבב הפיקודן שעוה יתת א"ע אמתליא כאכוביל פותה יאול

מריצ[מ] ח"ק חלך בתורה

העונו א"ע בלפור ליד הורש[מ] חלך כלול אדו שמעין לין באופני[מ]

לרבדין אדו חלך, ברואו

乱象ין אדו במשפועLETTE המוסרה ואהלהק מפנת שישי התו, ובאواتו בתורה.

ורובין שימquirrel פסט[ה] ובראשים, לסלקו היכן, לנדיר סובב חומש, ואברודו האדיק פראקרער.

שעוניאל, נד

לף[ע]פ Каמשס המפורים ממדקירון[ח] ואהלהק, והסאנטנס יד, שווה לכולו זה

ואופס הוריו הוז

ל våזח[ע]פו המסריה ואהלהק על תנאי שקודות כל יפרע כ"ל התראות וחוול מנהוב

ולוחשא התו יד

לבה חלכ[ל], המייצין[,] ח"ק התת האדיק ואברודי התת אדיקוו מתו, מיכנה פו כנת

Finding Common Ground: The Metz Beit Din and the French Judicial System
Jay Berkovitz, University of Massachusetts

Pinkas Metz Beit Din, Vol. 1, pt. 2, 16a. Record Group 128, Box 2, YIVO Archives

1. Concerning what was claimed by the heirs *par bénéfice d’inventaire* of Reizele a”h, widow of *Parnas u-Manhig* Berman Speyer z”l, and those who are also beneficiaries
2. as stated in the will, claimed against other beneficiaries named in the aforementioned will that they want to invalidate the will prepared in French in the year 1766, according their reckoning, in May, and also the codicil
3. that was prepared on 20 December 1769, according their reckoning. And their attorney, *dayyan* R. Yozel Morhange, advanced in their presence several arguments to invalidate the will and the codicil in their entirety,
4. so that everything in the will belongs only to the heirs. They also argued against Neta Emrich, one of the aforementioned beneficiaries, that since it is known according to several witnesses that Neta
5. owed a large sum to Reizele, and no [evidence of a] debt from him was found in the estate, therefore he [must] reveal to them what he owes the estate […]

10. […] And Neta responded that he has nothing at all that belongs to the estate and owes not even a cent to it,
11. but to the contrary, the estate owes him as per an *arrêt* of the *parlement* and also other written documents [relating to] six thousand *livres* to which he is entitled from the estate of *Pu”M*
12. Berman Speyer, which is prior to all the aforementioned beneficiaries and natural heirs. Neta also claimed that since he has a note that was executed on the day of his wedding, signed by *Pu”M*
13. Berman Speyer and his wife, [stating] that following the passing of both of them, Neta would take the moveable items, except for silver and gold and precious stones, which are in their designated room. And if the heirs do not give

14. these [to him], they are obligated to give him two thousand *livres* in exchange for the moveables. And now that the time has come to collect, he should be given, as a priority, one of the two aforementioned items.

15. Neta also claimed that insofar as is mentioned in the will that the estate shall pay him all that the aforesaid woman owes him according to his notebook, and he showed the *beit din* that

16. she owes him [as recorded] in his notebook the amount of four hundred eighty two *livres*, therefore the estate shall pay him this amount as a priority. The heirs responded that he already received

17. during the woman’s lifetime the moveables in exchange for the note. And even if you say that he received nothing, he is entitled only to the amount of two hundred *livres* that is mentioned in the Neta’s *contrat de mariage*

18. that the moveables are appraised at the aforesaid amount. Also, they are not obligated to pay him a cent of all his claims, since [at the time] of the woman’s *inventaire*

19. Neta only advanced the claim concerning the notebook and nothing else, therefore they are not obligated to pay him anything of the foregoing claims except what

20. he is entitled to receive as per his notebook, and this also an oral claim. The heirs also demanded of Neta that insofar as it is stated in his *contrat de mariage* that

21. the income of the house in which Neta now lives belonged to *Pu”M* Berman and his wife Reizele all the days of their lives and the use belongs to him, therefore Neta must show quittances

22. for the entire rent of the house from the time he lived there until the death of Reizele, or he must pay the [back] rent. And Neta replied that he owes nothing

23. because she forgave him the rent. And after their protracted arguments and having seen the will in French and the codicil, written documents of Neta, and also

24. the compromise signed by all the aforesaid natural heirs and beneficiaries, we have ruled that with respect to the will and codicil in French, insofar as some of the aforementioned heirs
and beneficiaries signed it, [indicating] that they agree to carry out everything that is written in the aforementioned will and codicil. Therefore, those who signed it are obligated to fulfill the will and codicil in its entire contents. Indeed, those who did not sign it can refuse to uphold [lit. “invalidate”] the will and codicil concerning all that is written therein. That is, they are initially obligated to pay from the estate all the expenses and debts that are elucidated below. And following this, all those who did not sign shall take from whatever remains in the estate, each one, whatever he is entitled to according to the portion of his inheritance and not according to the value of the will, and [as for] what remains after the distribution of the inheritance, those heirs who signed and the other beneficiaries, those who signed [are entitled] to what remains, each one according to the portion of his bequest. And those remaining beneficiaries who did not sign cannot collect anything from the estate. Indeed, if it is confirmed by two competent witnesses that at the time of the preparation of the will the moveables and silver mentioned explicitly in the will were actually there -- that which she gave to the beneficiaries, namely, the silver lamp that she bequeathed to Gumpel b. Neta or the [clock] pendulum for Neta. Likewise, the clothing that she left to those mentioned in the will and codicil, these things will be given to the beneficiaries. But if the aforesaid is not confirmed, they will get nothing from the portion of the heirs who did not sign it. And concerning Neta’s arguments, we the *beit din* have ruled that he must take a stern oath with the holy ark open, a half hour after the morning prayer in the old synagogue on a day of gathering [Monday or Thursday], with no leniency, that he has in hand nothing that belongs to the estate, either what he had owed her in writing or orally, or anything at all that is in his possession from the estate and that she gave him orally an unconditional gift that he acquired lawfully, and he should also include [in the oath] that the debt in his notebook is trustworthy, that he gave her the article mentioned in the notebook and did not receive anything in exchange for it. He should also include that
36. the woman forgave him all the rent for the house claimed by the heirs and that he did not receive the furniture in exchange for the two thousand livres. And following the oath, Neta shall
37. collect, after the payment of all the expenses of the estate the entire amount that he claimed as per his notebook. And all the moveables that are listed in the inventory
38. of the notary or according to two competent witnesses what was there, at the time of the death of the woman, in her designated room, those moveables Neta can take
39. against the note of indebtedness, except for the silver and gold and precious stones, prior to the other beneficiaries. Indeed, of whatever was not confirmed he cannot collect a cent on the strength of the note.
40. And as to the claim of six thousand livres advanced by Neta, there is nothing to his words. […]
41. […] Rendered orally, has undergone review and is enduring law.
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13. הכח"ר ברפרנס אואישו ה"ל שלוח הוא העיתון של המ牠לום הוא על נד נד"ל המaDataום והז
14. ולימים סייל ה"ל מתרłoży ילנה ונש ע"י אוסין דו מורטה הסאלמלה ה"ל. וענת
15. ברזים וثقة ותחייה ויתר על ע"י, הקדוש האהל משני ברה ה"ל.
16. הנ"ל ובריחת לע"י. פנסים וההתא הכלבין ה"ל שער
17. ויתירה על מכסף ס"ל ובריחה מזונים ילודו"י ו"ישלו"י ו"יינון ס"ל ו"יינון ס"ל.
18. ע"י, הקדוש ה"ל והוורישים ה"ל נשבעו שדברים
19. בהיות אשר הנ"ל המאתתים המורים שונים הנ"ל. אוח"ל של כל הכלים أفريقي מגין ול
20. קר נל שאל מיילו"י שמריקה בקונצורה
21. וב빔ואrio"י של פ"ג הנ"ל שלמותים המורים שונים הנ"ל.ிர"ל ישיבת ב אתר הפרחים
22. של פ"ג הנ"ל רבעים של מילו"י לע"י. אוח"ל של כל הכליםieri
23. לא잣וא וקונצרה דואליים ששל פ"ג הנ"ל שלכל
24. ימי זה פורמא"ר היי, בברקות אשתה דרירת הנ"ל.ишיבת בתים לים שיש קר
25. שמשלו"ל בנות להן"ל של פ"ג הנ"ל טוהר
26. מצ"ל השיבוש שלצאת הפרשה של התא חוסרי ה"ל, ומרות
27. לזרוא והם המоборотים ה"ב בקונצס ותקני התא שלום כ"ל. ומרות
28.دواו שברון צ'ל פ"ג הנ"ל צוקצב צוקצב בקונצס המה ימה שברון צ'ל פ"ג הנ"ל. ומרות
29. עד ו"י. שברון צ'ל פ"ג הנ"ל צוקצב צוקצב בקונצס המה ימה שברון צ'ל פ"ג הנ"ל. ומרות
30. המקף להאמפה שלעשף ה"ל גנפילי ב"לmuş ע"י.
וקודס על בצוואה המוזכרים לאותן שנתנה המלבושים כן וכמו. ל"הנ נטע' לכ ופאנדעל
אם אכן. מתנות למקבלי הדברים אותן יותן אזי ל"הנ
לטענות שנוגע מה. חתמוהו שלא יורשים חלק מהן כלום להם אין ל"הנ יבורר לא
שבועה לשבע שמחויב ד"ב מאתנו יצא ל"הנ נטע' כ
כ"ה הא FETCH ומאלה קרב עלייה כללם. גב ינפל
שמעור במקסיקו ושלל קרב עלייה כללם. גב ינפל
ש활동ה הניד"ל מהחלו יכל השכירי' מתוח שบายה והרשים הניד"ל שלח קבל המتبادלה
תמורת של ואלפיים השנים. ולאחר השבשנה הניד"ל גבה.
ל الواל"ל אכזב"ל גוסו הכל המנסים לשיפור פגי"י אמגנסו
הנה"ל בעב"ל"מה וכל המנסים לשיפור פגי"י אמגנסו
שהוא מסיון וא פגי"י שריי מ改革发展 וعباد. דומע בשעת מיתהת האשה הניד"ל בחר
ודור המוחות אאות המנסים"ו יקה כ"ה נה"ל
יוורчет חן מש"ל חזין פומר ווה"ו מוקדם לשם ממקבל המנהיג. אם המ שאל
ינבר ארני יפל להל"ב פורח את№ המשר
והמתה שעשת אלפים ליוהר מ"ה נה"ל כל הת"ל
וד"ל"מה מתוח של ששים אלפים ליוהר מ"ה נה"ל כל הת"ל
 دمشق שעשת אלפים נג פ"ם כ"א"ל הנה"ל נשב
לאבל ל"ת אלף"ל ישמע שобще חרדה לשכנברידי מ"ה וה. ועיף"י חנברית
קולם לי קים.