ABSTRACT: In Jewish Law, the halakha, there is an extensive importance to the accurate scribing of legal documents (shtarot). Any slight deviation from the standard formula of one word, or even of one character, might invalidate a formal bill or cancel a personal or commercial obligation. The importance bestowed on each word encouraged many famous rabbis to write and edit books of standard legal bills, and Hebrew scribes used to copy samples of bills for their personal use in the future. Qualified scribes made exemplary collections of documents for their students, and young trainees would copy such samples – as well as original bills – in order to practice their profession. Quite a number of early and medieval collections survived, none of them is complete.

This presentation is for the following text(s):

- Formulae of a Jewish Maid’s Marriage Contract (ketubah)
Introduction to Formulae of a Jewish Maid’s Marriage Contract (ketubah)

Ruth Lamdan, Tel Aviv University, Israel

Notes: The document was mentioned in M. Rozen’s article ‘The Position of the Musta’rabs in the Inter Community Relationships in Eretz Israel from the End of the 15th Century to the End of the 17th Century’ (in Hebrew), Cathedra, 17 (1980), pp. 73-101 (a photocopy on p. 86). Also in my book A Separate People, Leiden-Boston-Köln 2000, pp. 123-124. Some aspects of the ketubah are discussed in my comprehensive Hebrew article on Ms. Jerusalem 8°958 (Sefer Tikun Sofrim) which is currently in print, and will appear in the forthcoming issue of Tarbiz (no. 74, 2006).

In Jewish Law, the halakha, there is an extensive importance to the accurate scribing of legal documents (shtarot). Any slight deviation from the standard formula of one word, or even of one character, might invalidate a formal bill or cancel a personal or commercial obligation. The importance bestowed on each word encouraged many famous rabbis to write and edit books of standard legal bills, and Hebrew scribes used to copy samples of bills for their personal use in the future. Qualified scribes made exemplary collections of documents for their students, and young trainees would copy such samples – as well as original bills – in order to practice their profession. Quite a number of early and medieval collections survived, none of them is complete.

The collection of documents titled ‘Sefer Tikun Sofrim’ (roughly translated: Instruction Book for Scribes) was probably originated in Salonica, after the Expulsion of the Jews from Spain (1492), and it became so popular among scribes and scholars that it was thereafter copied many times for personal and communal use. But as it happened, some of the scribes that copied ‘Sefer Tikun Sofrim’ took the liberty of adding and remarking upon the original documents. At a later stage, in 1789, when it was finally printed in Livorno, some of the modifications and additions, as well as many errors, were integrated into it. In any case, the different versions of ‘Sefer Tikun Sofrim’ offer a set of legal documents which shows not only the process of transferring information and texts, but also reflects cultural influences among Jewish communities, and actual differences
in the traditions and customs of Jewish congregations in various regions.

The version found in the National and Hebrew University Library in Jerusalem (Ms. 8°958), is undoubtedly the most complete, varied and perfect collection of ‘Sefer Tikun Sofrim’. It was copied in Jerusalem in 1635 by Yehudah Mora’li - a student of Rabbi Itzhak Zabakh, who was a sofer (scribe), dayan (judge) and head of a yeshiva (school) for about forty years. It contains 100 shtarot, more than a third of them relate to personal and family matters such as marriage, divorce and inheritance, and the rest are commercial, communal, financial, etc.

The most outstanding document in the collection is a marriage contract (ketubah) from Jerusalem, which I intend to present at the workshop.

Like any other legal contract, a ketubah is accompanied by a list of mutual obligations according to the financial and personal arrangements that were previously agreed upon by the parties. Every ketubah has conditions (tenayim), which refer mainly to the halakhic obligations of a husband towards his future wife. Some of the conditions are considered an inherent part of the ketubah even if not specifically mentioned (they are called “court’s conditions”). Financial and special other obligations are specified in details.

The ketubah from Jerusalem is unique for its special conditions, which were added in brackets, and were typical to the Musta’arabs – the local Jews who lived for generations in Arabic-speaking lands, and were quite similar to the Muslims in their outer appearance and daily customs.

In the workshop I’ll refer briefly to the wanderings of ‘Sefer Tikun Sofrim’, and then, through carefully reading the English translation of the manuscript, discuss the potential variations of a ketubah formulae. I’d like to show that this is a flexible contract, and that through the years it was adapted to various localities and situations, and was modified accordingly. This fact enables us a glimpse into varied aspects of life in different Jewish centers.

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Formulae of a Jewish Maid’s Marriage Contract
(ketubah)
Tofsi de-shitrei ketubat bat Israel
Itzhak Zabakh, 1635

Translated by Ruth Lamdan, Tel Aviv University, Israel

Notes: The document was mentioned in M. Rozen’s article ‘The Position of the Musta’rabs in the Inter Community Relationships in Eretz Israel from the End of the 15th Century to the End of the 17th Century’ (in Hebrew), Cathedra, 17 (1980), pp. 73-101 (a photocopy on p. 86). Also in my book A Separate People, Leiden-Boston-Köln 2000, pp. 123-124. Some aspects of the ketubah are discussed in my comprehensive Hebrew article on Ms. Jerusalem 8°958 (Sefer Tikun Sofrim) which is currently in print, and will appear in the forthcoming issue of Tarbiz (no. 74, 2006).

On the sixth day of the week, on day so and so of the month, in thus and thus year since the creation of the world, the era according to which we are accustomed to reckon here in the holy city of Jerusalem, may it be rebuilt and re-established, a city that situated near the waters of the Shiloakh river and by cisterns’ waters, [be it known] that the groom, the handsome youth, Rav so and so, son of so and so, may his fortune be favorable, said

to this lovely maiden [on the right margin: “and if she is a widow one should write: so and so that has been previously widowed; or if she was a divorcée or a halutzah or a captive, this should be explicitly mentioned, so that a cohen will not err [and marry her]; this was written by the author of Annotations on Maimonides”], the excellent virgin, the graceful and good looking so and so, daughter of so and so: 'Be thou my wife according to the law of Moses and Israel, and, by the help of Heaven, I will work for thee, honor, nourish, provide, maintain, support and clothe thee, as is customary with Jewish husbands, who work for their wives, honor, nourish, provide, maintain, support and clothe them in truth. And I shall give you the mohar of your virginity (and for a widow one writes: your mohar) two hundred silver zuz which are due you [on the right margin: “some write: which are due you according to the Torah, and it refers to Tyrian coins”]
(and for a widow one writes one hundred), and I am obliged to provide your food, clothing and needs, and to come on to you [on the left margin: “some write ‘to know you’, which is a more decent expression”] as the way of all the world.

And this bride, so and so, consented and became his wife. And this is the dowry which the bride, so and so, brought from her father's and mother’s house (and if she is an orphan one writes: from her house): in gold and silver jewelry, dresses, and bedclothes - a certain amount, and in cash coins - a certain amount, plus a third [on the left margin: “for a widow one writes ‘one quarter’ and also for a divorcee”]. And the said bridegroom consented, and gave her from his own property: as an advance payment a certain sum and it was included in the above mentioned dowry, and as a delayed portion a certain sum, making in all, the dowry, and the advance payment and the delayed portion, the sum of such and such *groshos*, each one of them is equivalent to thirty Egyptian *maiadi*, the coin that is customary here in Jerusalem, may it be rebuilt and re-established soon. And the bridegroom took possession of all of it, and assumed full responsibility as iron sheep possessions [between the lines: “and as a loan and obligation”], so that if [its worth] decreases – the loss is his, and if increased – he profits.

(The conditions which are currently customary in Jerusalem) The conditions agreed upon are as valid as the conditions of the Sons of Gad and the Sons of Menasseh, and these are:

Her handiwork belongs to him, and he is responsible for keeping her clothed (and if they follow the *mustaarab*’s custom, they write: her handiwork belongs to her, and he is obliged to provide a certain sum each year);

And their dwelling will be only in Jerusalem (or as specifically stipulated);

And that he will not marry or betroth any other woman but her, unless she has lived with him for ten successive years (and if she is a minor, one should write: as of the time when she becomes able to conceive, and if she is a widow one should write: five years) [on the left margin: “and if she miscarried - one counts from the date of her abortion”] and did not give birth to a living offspring;

And he shall not sell or mortgage any of her articles unless by her will and permission (and if she is a minor and has a father and a mother, one should write: by the permission of her father and mother);

And he shall not tempt her nor shall he threaten her to surrender her [rights of] *ketubah* [money], not the whole nor a part of it, and not any of the conditions specified in this *ketubah* and if she renounces [her rights] it is as futile as a broken vessel;

And he shall not travel further than Aram Tsova [Alepo in Syria] or Noa Ammon
[Alexandria in Egypt], nor sail overseas, unless he had left her a proper conditional bill-of-divorce for a specified time, and provided for her maintenance according to the court’s judgment;

(And if he has brothers one should write: In case, God forbid, that he becomes ill [between the lines: “and has no living offspring”] and the doctors deem him at the point of death, he shall write her a moribund bill of divorce as soon as the court demands it).

And thus said so and so, the said bridegroom: The grave and strong responsibility of this marriage contract, of the dowry, and of the additional sum, and of the two hundred zuz which are due her, I take upon myself and my heirs after me; and the best part of my property, real assets and chattels, that I now possess or may hereafter acquire, movable and immovable property, all of it shall be responsible and stand as a guarantee and be mortgaged for the security of this marriage contract and the dowry and the additions, which are scribed properly according to the custom of Israel, in accordance with the institution of our sages, may their memory be for a blessing. It is not to be regarded as an illusory obligation or as a mere form of document. It cannot be cancelled through a formal declaration or by disqualifying the witnesses, in accordance with the opinion of the RASHBA, of blessed memory.

And we have followed the legal formality of symbolical delivery [qinyan] and have employed an instrument legally fit for the purpose, and, in addition, the bridegroom took a severe oath and willingly shook hands in order to strengthen all that is stated and specified above. And everything is valid, clear and established.
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Tofsi de-shitrei ketubat bat Israel
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HOUSE OF WISDOM

יודע כי המורה של ב"ס מבטיח בהבטחת המ전문ים ב"ס, כי לי התחלה של חלון סדר, ב"ס שידיר והוורשה

(הנשאים של מעורבות ב"ס) הבטיח שיתוף פעולה של הקימה כדי לאפשר את זה: ושעשע

ידי ומכרותי עולים (ומזמנת המפגשים של חכמיים משלים יד והוורשה, והパソコン והמחשב).

ודלק, (ואם במקומיים), העדו של עד שبعثו את הארי (ומזמנת לפי החכמה והוורשה, המחברות וה帜לים)

ראה, (ואם ההעבירה) זה והוורשה, המחברות וה帜לים (ומזמנת מ╕[15] "ו" ומשי מ׳] לא島נ שמסקフォס קיימים מ׳] זה ושלא כל אלה לא מקצאת אלא שענו

וזא يقول ויתכן שיהיה, או ארימר, של שמה שמה זאת למסקף, או אחר, (ומזמנת מ╕[15] הארי)


כאמון מ׳] ואנו מלחים את-viol לוחות העדות וה novità של המשים מ.userID[1]

שוב והולך לא מנני ולאי הוא דירה עד כל ידיה ואת שמה ספג מזמנת מ⌡ת ב"ס,


愫סindi נחibbean ב"ס של—we ושקט נתחים-⌟[17] ומכילי שמסקף (ומזמנת מ╞[16] )

שהותירו ואנו מלחים את-viol לוחות העדות וה novità של המשים מuserID[1]

בם והנביאราว הוורשה ב"ס="(שמישתיבר) מͲ[17] בול吣 שאם לכל להפוך כל הסבב מזמנת מ userID[1]

על על חול יחוד של שיר רוח ומיjured.

endnotes

[4] הםוהו הס"כ, הלכות יזכור והוורשה, פ"ד. על כל תופא, יסוס יקיר בצליות נלחנו: "תקין את

בכדי иметь חליפה ב.band המ🕹 meantime, ואותו מקרובים, או 'كرم, חותם מחרים,رفع מקרובים מקרובים. כי זה או אחר, (ומזמנת מ╞[17] )

כדרכו מ"ב השם, או מ"ב השם; או מ"ב השם, או מ"ב השם, או מ"ב השם.

בכר ודרש (Algorithm) מ"ב השם, ומ"ב השם; או מ"ב השם, או מ"ב השם, או מ"ב השם, או מ"ב השם, או מ"ב השם.

תחילה, קטעים.
אלכ嬛דודיה שבמצרים.

המכונה להתחייבות כספית או מכירה שאמו סומך בדעתו שליה עליי клиימה במלואו, ولך עלול להעזור.

הכוונה להתחייבות כספית או מכירה שאדם סומך בדעתו שליה עלול לא יCommunication במלואו, ועלול להעזור ביחס לתוקפה החוקי.

התחייבות אינה כשטר סטנדרטי שבידי הסופר, אלא נעשתה במיוותו של בעל ההתחייבות במיוותו ובידו המידה והוראה.

נוסחה הבאה לבטל הכל לתוקף ("מודיעת") של כתב העילוי והעילוי הפוספס.

תקנת הרשב"א ר"א שלמה בן אדרת" Larson מודיעת ראי: "שות" הרשב"א, וה"א, שם תענוג ורשאו בפירושו "תמק.

יוף" הלילה והיר"ח פרק חקח הבחין, ד"ה, בת"ב.

א"מ מ"מ, למד"א, על ומאות הפסים בטכניות ראה: פרידמן, יושבי, וב"א, etc.

**Archive:** Jerusalem, Jewish National and University Library, MS 8°958, Sefer Tikun Sofrim (=Scribe’s Guide Book) by Itzhak Zabakh

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