

14 An Ancient Marriage Contract from Barqa, Libya

August 28, 990

Oxford, Bodl. Ms. Heb. a2 (Catal. 2805), f. 2

Text in Assaf, Supplement Tarbiz 1, 3 (1930),
54-5

(The main cities of Libya, Tripoli in the west and Barqa in the East, as well as other Libyan towns, appear in the Cairo Geniza mostly in connection with travel or transport between Egypt and western North Africa. However, there also exists a number of documents which reflect the inner life of that country. Of these, the ancient marriage contract from Barqa translated here is a good example. Not only does it expressly state that it follows the local custom of Tripoli, but it actually contains some peculiar traits which set it apart from similar document^s from other countries (cf. pp.).[^]

The bride was an heiress, i.e. she had no brother. According to Jewish - but not Muslim - law, a daughter may inherit the whole estate of her father in absence of a son. This status of the bride perhaps accounts for the unique fact that she was not provided with a trousseau by her father, but received a payment from her future husband to buy herself an outfit. It seems that the father's obligations were waived, as his possessions would anyhow fall to his daughter's share one day.

The scribe tried to write the document in Aramaic, as was the ancient custom. However, as his knowledge of that language was limited, he frequently had recourse to Hebrew, which in its turn shows some slight influence of Arabic. The settlement is signed by 36 persons, an unusually large number. However, a similar custom of allowing all the guests present sign the document^{a marriage contract} is attested for North Africa in later centuries also. Most of the names are in Hebrew; those that are in Arabic have

local color, such as ^cAllūsh ("lamb" in both Arabic and Berber dialects of the region) or Khalfūn, which are common in that country even today.)

Thursday, fifth of the month of Elul, in the year four thousand, seven hundred and fifty of the era of the creation of the world, according to which we are accustomed to date in the city of Barqa.

Aaron b. Yeshū^ca, the bridegroom, said to Ḥusna,^{a)} the heiress, the daughter of Joseph al-Ṣarfī:^{b)} Be my wife in accordance with the law of Moses and Israel, and I shall serve, honor, maintain, and support you, in the manner in which Jewish husbands faithfully serve and honor their wives. As bride-price for your virginity, I give you, out of my own property, the equivalent of two hundred silver zūzīm,^{c)} as due to you by biblical law, and another two hundred, according to the custom of Tripoli. I assume responsibility for your sustenance, your clothing, your general needs, as well as for the normal conjugal relations.

Ḥusna, the daughter of Joseph, accepted this proposal, and doing so, became the aforementioned Aaron's wife.

In payment of the stipulated four hundred silver zūzīm, he handed over to her two silver chains and two golden earrings.

In addition, he paid her fifty dinars of full worth and weight with which to buy her trousseau and all she wished to have for the wedding.

Aaron b. Yeshū^ca owes his wife Ḥusna, the daughter of Joseph, one hundred dinars of full worth and weight, as (the amount still outstanding of) her bride-price,^{d)} to which he added fifty pieces of silver, of his own free will, as is recommended by the Tora and as was agreed between them in the presence of her father Joseph.

The total of her marriage settlement, namely the wedding present,^{e)} the bride-price,^{f)} the trousseau,^{g)} and "the addition,"^{h)} is one hundred and fifty gold dinars - of which Husna has received fifty, while her husband still owes her a hundred dinars - and fifty pieces of silver.

The aforementioned Aaron declared: I have assumed responsibility for the payment due according to this marriage settlement, which I will be binding both upon me and my heirs after me, even to the coat on my back.

(There follow a few general legal phrases and 36 signatures, the first being that of the scribe, called "Joseph b. Nissin,ⁱ⁾ the judge - may he rest in peace." No doubt the writer himself was the local judge and had thus taken over his father's position, as was usual among both Jews and Muslims, see p. .)

Notes

- a) "The fair." As a rule, women bore Arabic, and not Hebrew, names.
- b) Hardly meaning "the grammarian, a man who knows grammar well," as in classical Arabic, but rather an equivalent of ḡairafī, "money-changer."
- c) A coin used in Roman times. Its value is discussed on p. .
- d) This "bride-price" (Hebrew mōhar, cf. Arabic mahr) is different from that mentioned above. It is the sum due to a wife at the death of her husband or in case of a divorce.
- e) The present of fifty gold dinars given by the husband to his wife for the purchase of her trousseau (cf. above).
- f) See Note d.
- g) In this marriage settlement, no trousseau^s was given to the bride by her father. The scribe made the summary, (usually which) concludes a marriage contract, in the customary form, implying that the amount for the item/ "trousseau^s" was zero.
- h) The fifty pieces of silver, which the bridegroom "added" to the one hundred dinars due from him.
- i) The name occurs twice in the document in this form, instead of the usual Nissim, a name common among North African Jews at that time.