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Articles

A JEWISH MARRIAGE DEED FROM NINETEENTH-CENTURY YEMEN

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Abstract

The article presents a Jewish marriage deed, a *ketubba*, which was written in Sanaa in 1899 CE and later found among the Genizah manuscripts brought out of Egypt. It was written in Aramaic, Hebrew and Judaeo-Arabic by a skilled scribe, and is, in fact, a replacement deed, written instead of one that had previously been lost by the couple. On the back it includes arrangements for paying back money that the husband owes his wife. The contract is evidence of the skill of its scribe and the pious adherence of the Jewish community of Yemen to all the legal and traditional aspects of marriage, passed down to them over the centuries. The couple must have left Yemen for Egypt sometime after 1899 and before 1912, when the deed was acquired by Jack Mosseri, an Egyptian Jewish collector of manuscripts.

Résumé

L'article présente un contrat de mariage (*ketubba*) consigné à Sanaa en 1899 et découvert parmi les manuscrits de la Geniza, en Égypte. Il a été rédigé en araméen, hébreu et judéo-arabe par un scribe expérimenté, afin de remplacer le contrat de mariage initial égaré par le couple. Au verso, il comprend des arrangements concernant des montants dus et à régler par le mari à sa femme. Le contrat met en évidence les compétences du scribe, mais aussi la piété et l'adhésion de la communauté juive du Yémen aux aspects légaux et traditionnels du mariage, transmis au long des siècles. Le couple a vraisemblablement quitté le Yémen pour l'Égypte à une date postérieure à 1899, mais antérieure à 1912, lorsque le contrat a été acquis par Jack Mosseri, un collectionneur de manuscrits juif égyptien.

خلاصة

يعرض هذا المقال لعقد زواج يهودي (مكتوب باللغة العبرية)، كُتب في صنعاء في عام 1899م، وُجد في وقت لاحق بين مخطوطات الجنيزة التي أخرجت من مصر، وكان مكتوباً باللغات (الآرامية - والعبرية - والعربية) من قبل كاتب ماهر، وهذا العقد عبارة عن عقد زواج بديل لعقد سابق فُقدت من الزوج. وعلى ظهر العقد جدول يتضمن ترتيبات ومواعيد تسديد المهر الذي يدين به الزوج لزوجته. وبديل هذا العقد على محارة كاتبه والتزامه بالأعراف والأسس الدينية والقانونية الخاصة بالزواج عند اليهود في اليمن، الذين حافظوا عليها على مر القرون، غادرا الزوجان اليمن بعد عام

1899م وقبل عام 1912، عندما حصل عليه جاك موسري، وهو جامع مصري للمخطوطات اليهودية، يتكسب بتجارة المخطوطات.

Keywords

Yemen, Cairo Genizah, Hebrew, Aramaic, history, 1899 C.E., Jewish community, Judaeo-Arabic, marriage, Sanaa, Qā' Bīr al-'Azab

Mots-clés

Yemen, Geniza du Caire, hébreu, araméen, histoire, 1899, communauté juive, judéo-arabe, mariage, Sanaa, Qā' Bīr al-'Azab

تعار رئيسية

اليمن، جنيزة القاهرة، العبرية، الآرامية، تاريخ، 1899، المجتمع اليهودي، اللغة العربية، زواج، صنعاء، قاع بير العزب

I. Introduction

The document presented here is a marriage deed, a *ketubba*, for two Yemeni Jews. It comes from the Jacques Mosseri Genizah Collection and is currently stored in Cambridge University Library.¹ It is of interest for two reasons: though discovered in Egypt, it originated in Yemen and because it was written in 1899 CE, it is the latest dated document to be found in the Genizah Collection.² While most of the manuscripts of the Cairo Genizah date to what is known as the classical Genizah period—the periods of Fatimid and Ayyubid governance in Egypt—there is also a substantial proportion that belongs to the later period under Ottoman rule. This includes leaves from books and documents in manuscript, mostly from the sixteenth and seventeenth centuries, but the finds extend all the way to the late nineteenth century.

This manuscript is now part of a Genizah collection, but we cannot say for sure whether it was actually ever in the Cairo Genizah proper, that is, deposited in the sacred storeroom of the Ben Ezra Synagogue in Fustāt, Old Cairo; indeed, it is doubtful.³ The material in the Jacques Mosseri Collection was gathered from a variety of sources over a decade after Solomon Schechter had carried away the greater part of the manu-

¹ Images of it can be viewed online through Cambridge Digital Library:

<https://cudl.lib.cam.ac.uk/view/MS-MOSSERI-VII-00019/1> (accessed 3 January 2018). The authors would like to express their thanks to Dr Dotan Arad of Bar Ilan University and Dr Menashe Anzi of Ben Gurion University of the Negev for their very helpful comments on this article.

² The earliest dated manuscript in the Cairo Genizah—and indeed the earliest dated medieval Hebrew manuscript so far discovered—is Cambridge University Library T-S NS 246.26.2, which is a bifolium from a Bible written in Iran in 903–904 CE. These two manuscripts show the great extent of the Genizah, covering a period of at least 996 years and a huge geographical area.

³ Good surveys of the Cairo Genizah, its origins and the history of its discovery, are A. Hoffman & P. Cole, *Sacred Trash: The Lost and Found World of the Cairo Geniza*, 2011; and S. C. Reif, *A Jewish Archive from Old Cairo: The History of Cambridge University's Genizah Collection*, 2000.

script hoard from the synagogue.⁴ Jacques (Jack) Mosseri, a native of Egypt, was better placed to carry out a more wide-ranging search than the Cambridge scholar Schechter. In an article in *The Jewish Review*, Mosseri wrote that his discoveries came from the original Genizah (a few), from hoards buried in the synagogue precincts, the Jewish cemetery at al-Basātin (between central Cairo and the suburb of al-Ma‘ādi) and from other sources in Cairo.⁵

It would not be surprising, however, if this document, a marriage deed, had been deposited in the Genizah, since over the centuries large numbers of *ketubbot* found their way there, from the tenth century onwards.⁶ The fact that it is Yemenite, and of such a late date, marks it out as unusual. It is not a straightforward *ketubba*, but a replacement marriage deed, since the couple’s earlier deed was mislaid. Jewish law requires that a replacement *ketubba* is written, in the case of loss, to ensure that the husband’s obligations to his bride are not forgotten, waived or ignored: a couple cannot cohabit without a written legal agreement. The husband, Sālim ibn Hārūn, did not know the date of his original *ketubba*, but the replacement was written in the Jewish quarter in Sanaa on 14th June 1899.

Given that date and the fact that Jack Mosseri assembled his collection in 1909–1912, this document must have found its way either into the Cairo Genizah, or perhaps a different genizah in Cairo, or into some kind of community document repository in a relatively short period of time after being written. The couple were still in Yemen, in Sanaa, in the middle of 1899, but, by 1912 at the latest, the *ketubba* was in Egypt, most probably in Cairo, to fall into the hands of the acquisitive Jack Mosseri.

There were a number of waves of Yemeni Jewish emigration in the nineteenth–early twentieth centuries following the opening up of Yemen to the wider world and the difficult political and economic situation of the Jews there.⁷ Yemeni Jews emigrated in large numbers for Palestine, but also settled in Egypt and even India. The first Yemeni emigrants destined for Palestine in 1881 took a route through Suez and then on to Alexandria, before taking ship for Jaffa.⁸ This is too early for the owners of the *ketubba*, but they could have been among subsequent waves of Yemeni immigrants, par-

⁴ Jack Mosseri’s intention was to gather enough manuscripts to safeguard the cultural heritage of Jewish Egypt in its own country. He regretted that Schechter had so easily carried off the Cairo Genizah, saying in an interview: “It is somewhat unfortunate... that these literary treasures were taken away from Egypt... We did not at the time appreciate the nature of the hoard with which we so light-heartedly parted.” See “In the Land of the Pharaohs: Interview with Mr. Jack N. Mosseri, of Cairo”, *The Jewish Chronicle* 5 May 1911, p. 17.

⁵ See J. Mosseri, “A new hoard of Jewish MSS. in Cairo”, 1913–1914, pp. 208–216.

⁶ This can be seen, for example, by a search for the keyword “ketubba” on Cambridge Digital Library (<https://cudl.lib.cam.ac.uk>), which has descriptions and images for currently (3 January 2018) about 10 % of the total number of Cambridge’s Genizah fragments. The search returns 284 relevant manuscripts.

⁷ On the political and economic situation of the Jews in the nineteenth century, see J. Tobi, *The Jews of Yemen: Studies in their history and culture*, 1999, pp. 85–86. Ari Ariel states that “economic hardship was the major factor in provoking Jewish migration”, see A. Ariel, *Jewish-Muslim Relations and Migration from Yemen to Palestine in the Late Nineteenth and Twentieth Centuries*, 2014, p. 43.

⁸ See T. Parfitt, *The road to redemption: The Jews of the Yemen, 1900–1950*, 1996, p. 50.

ticularly those in 1910, when two large groups from the Yemen reached Palestine.⁹ Whether they themselves travelled to the Holy Land before returning to Egypt, perhaps due to the harsh conditions they found there, or whether they never left Egypt is impossible to say, with the evidence available. The difficult conditions, particularly in Jerusalem, did lead a number of Yemeni Jewish migrants to Palestine to return and re-settle in Egypt.¹⁰

II. Ketubbas

As befits a document produced by the highly literate Yemenite Jewish community, the *ketubba* is immaculate in linguistic style and execution. It is written predominantly in Babylonian Jewish Aramaic, the language of the Babylonian form of the *ketubba*, with additions in Hebrew and Judaeo-Arabic. With the sole exception of the word *אלמכונה*, which is a mixed form (a Hebrew participle with the Arabic definite article), the languages are not intermixed, and there is no real evidence of overt linguistic influence of the Arabic vernacular on the two ancient languages of the marriage deed itself. The basic form of the deed is Babylonian Aramaic; Hebrew is used for later halakhic interpolations, such as the phrase taken from Moses Maimonides' form of the marriage deed in his work the *Mišne Tora* (ll. 16–17), and Arabic is used to specify the financial information in contemporary monetary terms (e.g. ll. 19–22).

The additional deed on verso is mostly written in Arabic, since it is a separate financial arrangement, relating to a debt owed by the husband to his wife, and not part of the Aramaic *ketubba* proper.

III. The Jacques Mosseri Collection at Cambridge University Library, Mosseri VII.19

1. A note on the transcription

The scribe Levi ibn Yaḥyā uses various reading signs, such as Hebrew *gereš*, for shortened words and for the Arabic *tā' marbūṭa*. He uses an occasional *fatha* on Arabic words (in the additional text on verso; reproduced as a Hebrew *gereš* in our transcription). Supralinear dots are used to denote the spirant forms of certain Hebrew or Aramaic consonants, certain Arabic consonants that normally receive dots (e.g., on *פצץ*, *fidḍa*, “silver”), and to mark Hebrew and Aramaic acronyms. He uses a horizontal line (a Hebrew *rafe*) for Arabic *šadda*.

⁹ T. Parfitt, *The road to redemption*, 1996, pp. 54–55. There was a suspension of migration from Sanaa, following the siege of 1905, but by 1910 it had resumed; see Y. Nini, *The Jews of the Yemen, 1800–1914*, 1991, p. 216.

¹⁰ On the conditions in Jerusalem see J. Tobi, *The Jews of Yemen*, p. 102.

2. Text edition

Recto

לסימן טוב והצלחה ועושר	1
וכבוד והרוחה	2
בארבעא בשבא דהוא שיתא יומין לחדש תמוז שנת תרין אלפין ומאתן ועסר שנין	3
לשטרי במאתא קאע ביר אלעזב דעל בירין דמיין נבעין דילה מותבה ביומא דנן	4
אתא לקדמנא אנן סהדי דחתימין לתתא סאלם ן הארון אלעזירי אלמכונה זהרה וכן	5
אמר לנא אתון ידעי רבנן דאנא נסיבנא להדא גנא בנת סאלם ן שכר אלתאם בתולתא	6
אנתתי בכתובה וקידושין ויתבת בהדאי כמה שנין ויומי ואית לי זרעא מינה וכתובתה	7
אירכסא לה זמן שטר כתובה לא ידיע ואמרי רבנן אסור לו לאדם לשהות עם אשתו	8
אפי' שעה אחת בלא כתובה והשתא בעיתי למכתב לה כתובה ככתובתא קמיייתא	9
דארכסת ודין קיומה בזכות אברהם אבונא איך סאלם ן הארון אלעזירי זהרה חתנא אמר	10
לה לגנא בנת סאלם ן שכר אלתאם כלתא בתולתא הוי לי לאנתו כדת משה וישראל ואנא	11
במימרא דשמיא אפלה ואייקר ואסובר ואזון ואפרניס ואכסי יתיכי כהלכת גוברין יהודאין	12
דפלחין ומייקרין ומסוברין וזנין ומפרנסין ומכסין ית נשיהון בקשוט ויהיבנא ליכי	13
מוהרי בתוליכי כסף זוזי מאתן דאינון מזוזי כספא דכיא עסרין זוזין וחמשא זוזי	14
דחאזו ליכי ומזוניכי וכסותיכי וסופקיכי ומיעל לותיכי כאורח כל ארעא וצביאת כלתא	15
דא והות ליה לאנתו ודא נדוניא דהנעילת ליה מאיה' קפלה פצה הכל נתקבל חתן זה ובא	16
לידו ונעשה ברשותו וזקף הכל על עצמו כמלוה ורשו ודי יהב לה בעלה חתנא דנן	17
במתנתא קמיייתא מאיה' קפלה פצה ודרתא במדור יהודאי במפקנה ומעלנה וכל צורכה	18
דחאזו לה מארעית תהומא ועד רום רקיעא ורצה והוסיף לה תוספת בסוף מוהרה מאיה'	19
קפלה פצה אלכל מן הזה אלקפאל אלפצה אלמדכורה פוק אלדי יצח פי כל מאיה' קפלה	20
מנהא	
אתנין ועשרין קפלה פצה טייבה כאלצה בוזן אלצאגה אלצנעאני אלמערופ לאלפצה פי	21
מדינה'	
צנעא פי סוק אלצוֹג וכך אמר לנא חתנא דנן אחריות כתובה דא כולה עיקר ונדוניא	22
ומתנתא קמיייתא ודרתא ותוספתא עם כל שאר תנאיי כתובה קבילית עלאי ועל ירתאי	23
בתראי ועל כל שפר ארג נכסין וקניינין דאית לי תחות כל שמיא דקניתי ודעתיד אנא	24
למקני	
מקרקעי ומט' מט' אגמ' כלהון יהון אחראין וערבאין לכתובה דא כולה עיקר ונדוניא	25
ומתנתא קמיייתא ודרתא ותוספתא להתפרעא מנהון בחיאי ובתר חיאי ואפי' מגלימא	26
דאכתפאי ואי משתכחא כתובתה קמיייתא לית לה למגבי אלא אי האיך אי האי וקנינו	27
מן סאלם חתנא דנן לכלתא גנא דא על כל מאי דכתיב ומפרש לעיל קש חגמ בכלי הכשר	28
לקנות בו בביטול כל מודעי ותנאיי עס ושטר כתובה דא לא כאס' ולא כטד אלא כחומר	29
חוזק כל שטרי כתובות הנוהגות בישראל וכהוגן וכתר זל וכבר נכלל בכתובה זו כל	30
ענייני מזונות וכסות שבדיני אוהע לעת הצורך חו שעדכ כתב לה מתנתא ותוספתא	31
ומחילת חצי הנדוניא והכל שריר וקיים הצ לוי ן יחיא אלנגאר שיל	32

סט

Verso

1 קנה סאלם ן הארון זהרה אלעזירי קשמ כתר זל באן ענדיה ופי דמתה לזוגתיה
 2 גנא דא תמאנייה ותלאתין קרש ונצף אלגמיע פראנצי חג ומלוה זקופה
 3 דאלך בתופייה אלשרט ובעד אסקאט אלנדוניא אגל תסלימהא לאלוקת אלמסתעמל
 4 עליה ולא ישמיט עליה חוב זה ואפי בשביעית ושעבד כל נכסיו קרקע ומט'
 5 דקנה ודיקני לא כאס' ולא כטד' יום הנז' בפנים וקיים הצ' לוי ן יחיא אלנגאר שיל
 סט

3. Translation

The Jacques Mosseri Collection at Cambridge University Library, Mosseri VII.19

Recto

1 For a good sign, and success, and wealth
 2 and honour and comfort
 3 On the fourth day of the week, which is the sixth day of the month of Tammuz,
 in the year two thousand two hundred and ten
 4 of the Era of Documents,¹¹ in the town of Qā' Bīr al-'Azab,¹² which is located on
 her own wellsprings,¹³ at this day
 5 there came before us—we, the undersigned witnesses—Sālim ibn Hārūn¹⁴ al-
 'Uzayrī known as¹⁵ Zihreh¹⁶ and
 6 told us: "You know, O masters, that I married¹⁷ this Ġinā bint Sālim ibn Šakir al-
 Tām, the virgin¹⁸"

¹¹ Tammuz is the fourth month of the Jewish year, and 6th Tammuz 2210 equates to 14th June 1899. The "Era of Documents" is the system of dating deriving from the era of the Seleucid Empire. In the Middle Ages, it was particularly favoured among the Babylonian Jews, hence its continued use among Yemeni Jews. See M. A. Friedman, *Jewish marriage in Palestine: A Cairo Geniza study*, 1980, vol. 1, p. 106.

¹² The Jewish quarter, Qā' al-Yahūd, was situated in the west of the city of Sanaa, in Bīr al-'Azab. The quarter was established there after the expulsion of the Jews from the old city of Sanaa in 1679. See R. Lewcock, P. Costa, R. B. Serjeant & R. Wilson, "The Urban Development of Šan'ā", in: R. B. Serjeant & R. Lewcock (eds.), *Šan'ā: An Arabian Islamic city*, London, 1983, p. 136.

¹³ The same phrase is used to describe Sanaa itself, "Šan'ā, which is on her own wellsprings", in another Jewish document from the Yemen, Sassoon 1055a, l. 2, dated 1662 CE; it is edited in: S. D. Goitein, *The Yemenites: History, communal organisation, spiritual life*, 1983, p. 152. Wells and perpetual springs were the most important source of the city's water; see R. B. Serjeant, P. Costa & R. Lewcock, "The Ghayls of Šan'ā", in: R. B. Serjeant & R. Lewcock (eds.), *Šan'ā*, 1983, p. 19.

¹⁴ This is the Arabic version of the Hebrew name Šaleḥ b. Aaron.

¹⁵ The scribe uses a mixed form, אַלמכונה, a Hebrew participle with an Arabic definite article, for "who is known as", instead of the Hebrew המכונה.

¹⁶ Zihreh, Arabic زهرة. The family name 'Uzayrī was extremely common among the Jews of Yemen, and so often a nickname was added to distinguish different families. The nickname used here, Zihreh, is a very common woman's name in Yemen, but is not usually found as a nickname. It seems likely that this nickname was bestowed after a woman of the family who was successful, perhaps, in business. We are very grateful to Prof. Yosef Yuval Tobi for this information.

¹⁷ "I married" or "I am married to" are both acceptable translations. The use of the participle with a 1 sing. suffixed pronoun נא— for the present tense is characteristic of Babylonian Aramaic; see J. Epstein &

7 who is my wife with a *ketubba* and *qiddušin*,¹⁹ and she lived together with me for
 8 many years and days, and I have children from her. Now, her *ketubba*
 9 was lost,²⁰ and the date of her *ketubba* deed is not known. Our sages said: “It is
 10 prohibited for any man to keep his wife
 11 without a *ketubba* even²¹ for one hour”,²² so now I wish to write her a *ketubba*,
 12 like her former
 13 lost *ketubba*, and its validation is for the sake of Abraham the patriarch”. Thus,²³
 14 Sālim ibn Hārūn al-‘Uzayrī Zihreh, the groom, said
 15 to Ġinā bint Sālim ibn Šakir al-Tām, the virgin bride, “Be my wife, according to
 16 the law of Moses and Israel.
 17 And I by the command of Heaven will serve, honour, support, nourish, provide
 18 and clothe you, in the manner of Jewish men
 19 who serve, honour, support, nourish, provide and clothe their wives faithfully.
 20 And I am giving you
 21 the *mohar*²⁴ of your virginity, two hundred silver *zuz*, which are equivalent to
 22 twenty-five pure silver *zuz*,²⁵
 23 which are due for you, and your sustenance, your clothing and your needs²⁶ and
 24 to come to you as is the custom of the entire world.”²⁷ And this bride consented
 25 and became
 26 his wife. And the total dowry which she brought in to him one hundred²⁸ silver
 27 *qafḷa*.²⁹ This groom has received all of it:

E. Melamed, *A grammar of Babylonian Aramaic* (Hebrew), 1960, pp. 40–41. See also יהיבנא, “I hereby give”, in l. 13.

¹⁸ That is to say, she was a virgin when the original contract was written.

¹⁹ That is, with a written marriage contract (*ketubba*) and act of betrothal (*qiddušin*), as required by Jewish law. See M. A. Friedman, *Jewish marriage*, 1980, vol. 1, pp. 192–215.

²⁰ The term used is כְּתוּבָה דְּאִרְכֶּסֶת in Aramaic. This term is commonly used to denote a lost *ketubba*, and in all the Yemenites prayer-books (*tiḳlāl*s) you can find the formula for writing them. We wish to thank Prof. Yosef Yuval Tobi for bringing this to our attention.

²¹ Hebrew אפילו, “even”, is shortened to אפי throughout the document.

²² A quotation from the Babylonian Talmud, Bava Qama 89b.

²³ “Thus”, אֵיךְ, is a particle used in legal deeds to introduce direct speech. The dot above the final *kaf* presumably denotes the spirant, post-vocalic pronunciation, of the letter, *k*.

²⁴ The *mohar* is the customary marriage payment. The basic sum for a virgin bride was 200 *zuz* (Mišna Ketubbot 5:1), a widow was half as much. See B.-Z. Schereschewsky & M. Elon, “Dowry”, in: M. Berenbaum & F. Skolnik (eds.), *Encyclopaedia Judaica*, 2nd ed., 2007, vol. 5, pp. 768–772. From *Gale Virtual Reference Library* (accessed 30 December 2017).

²⁵ While the western (Palestinian) Jewish custom retained the basic level of 200 *zuz* for a virgin bride, the Babylonian custom preferred 25 *zuz*. Here, the *ketubba* has both, equating the Babylonian 25 *zuz* of “pure silver” with the rabbinically mandated 200. For more on the different interpretations of the *mohar* payment, see M. A. Friedman, *Jewish marriage*, 1980, vol. 1, pp. 251–257.

²⁶ The document has the form סופקיכי for the expected סיפיקיכי, showing short i > u, possibly just an error, due to the similarity of the letters *yod* and *waw*.

²⁷ The last phrase “to come to you...” is the standard euphemism for sexual intercourse used in all Babylonian marriage contracts. It is derived from the Jewish Aramaic translation of Genesis 19:31.

- 17 he has taken possession of it; it has come under his control, and he has undertaken all of it as a loan and debt binding him.³⁰ And this is what her husband the groom gave her
- 18 as a first gift:³¹ one hundred silver *qafla*, and a dwelling in a Jewish property, including its exits and entrances,³² and all
- 19 that is due to her from the base of the world to the top of the sky. And he wanted³³ to give her an additional gift as the last part of her *mohar*, one hundred
- 20 silver *qafla*. All³⁴ of the above-mentioned silver *qafla*—which every hundred *qafla* is equivalent to
- 21 twenty-two good,³⁵ pure silver *qafla* of the standard weight of Sanaa, which is known as the silver of the city
- 22 of Sanaa in the market of the silversmiths.³⁶ And thus this groom said to us: “The responsibility for this *ketubba* as a whole—the basic payment, the dowry,
- 23 the first gift, the residence, and the additional payment along with all the remainder of the conditions of the *ketubba*—I take it upon myself and upon my heirs
- 24 after me. And as for all the choicest³⁷ possessions and purchases that I have under all the heavens, which I have bought and that I shall buy,
- 25 property that is immovable or movable or movable by virtue of real estate³⁸—all of them will be surety and guarantees for the whole of this *ketubba*, the basic payment, the dowry

²⁸ The scribe uses the *gereš* sign after מֵאִיָּה to indicate the Arabic *tā' marbūṭa* in *idāfa* constructions. He uses it again in the same noun phrase in l. 18, 19 and 20, in l. 21 in the phrase “the city of Ṣan‘ā” and in verso l. 3 “fulfilment of a contract”.

²⁹ Arabic, *qafla fiḍḍa*, قفلة فضة. *Qafla* is a unit of weight and a coin “of correct weight”: “qui a le poids voulu (pièce de monnaie)” in: A. Biberstein-Kazimirski, *Dictionnaire arabe-français*, 1860, vol. 2, p. 791.

³⁰ The Hebrew phrase from הכל “all of it” (l. 16) to כמלוה “as a loan” (l. 17) is taken from the form of the *ketubba* in: Moses Maimonides’ *Mišne Tora*, Yibbum ve-Ḥaliṣa 4:33. See M. A. Friedman, *Jewish marriage*, 1980, vol. 1, p. 305.

³¹ The practice of the groom giving a gift to the bride, known as “the first gift”, when the marriage is contracted is attested in Yemenite marriage deeds as early as the end of the 11th century, see M. A. Friedman, *Jewish marriage*, 1980, vol. 1, p. 281.

³² This is an interesting phrase, which presumably means that he will not lodge her in a house or apartment shared with non-Jews.

³³ For this additional gift clause the language switches to Hebrew again, from ורצה “and he wanted” (l. 19).

³⁴ This clause explaining the coinage is in Judaeo-Arabic, from אלכל “all” (l. 20) to אלצווג “[silver]smiths” (l. 22).

³⁵ The line reflects an Arabic *šadda* over טייבה “good”, *ṭayyiba*.

³⁶ Arabic *ṣuwwāḡ* (صواع, also صياغ), “[silver]smiths”. The scribe used a line to denote *šadda*, but the dot above the *zay* is presumably an error.

³⁷ “The choicest of”, שפר ארג, occurs regularly in marriage contracts and other legal deeds. It is originally an Aramaic expression from the Targum Yeruṣalmi to Genesis 45:18. The dot above the *gimel* denotes the *rafe*, spirant, pronunciation of ג, which the Yemenites, with their conservative traditions, maintained in their pronunciation, usually as a voiced uvular fricative (though it could also be an affricate). See D. Ya‘akov, “Yemen, Pronunciation Traditions”, in: G. Khan (ed.), *Encyclopedia of Hebrew Language and Linguistics*, consulted online.

- 26 the first gift, the residence and the additional payment, for it to be paid from
 27 them, in my lifetime and after my lifetime, and even³⁹ from the shirt
 28 off my back.⁴⁰ And if her former *ketubba* should be found, then she is not al-
 29 lowed to collect [from it] but only [from] that one or this one. And we have per-
 30 formed a *qinyan*⁴¹
 31 from Sālim, this groom, to his bride this Ġinā on everything that is written and
 32 explained above, a complete, strict and valid *qinyan*,⁴² with an implement
 fit for making an acquisition, with a nullification of all legal documents and
 stipulations to the very end.⁴³ And this *ketubba* is not like an *asmakta*,⁴⁴ nor like
 formularies,⁴⁵ but rather like the firm stringency
 of all *ketubba* deeds that are customary in Israel, and that are regulated and that
 are according to the enactment of our sages, of blessed memory.⁴⁶ And already
 included in this *ketubba* are all
 matters of sustenance and clothing according to the laws of the nations of the
 world.⁴⁷ In a time of need,⁴⁸ God forbid,⁴⁹ for this reason⁵⁰ he wrote her a gift, an
 additional *mohar*
 and the division of the dowry in half.⁵¹ Everything is valid and established. The
 humble⁵² Levi ibn Yaḥyā al-Naḡḡār, may he live forever,⁵³ may his end be good.⁵⁴

³⁸ The scribe has abbreviated the phrase מקרקעי אגב מטלטלי מטלטלי, “movable property, movable property by virtue of real estate”. In Jewish law, a distinction is made between immovable, i.e., land (real estate), and movable property (goods and chattels).

³⁹ Again, the scribe shortens אפילו.

⁴⁰ This expression made its way into the *ketubba* formulary from the Babylonian Talmud, e.g. Bava Qamma 110b:12 כתפיה דעל כתפיה דאפי' מגלימא דעל כתפיה דאפי', where it is used in the context of the repayment of debts. See M. A. Friedman, *Jewish marriage*, vol. 1, p. 462.

⁴¹ Literally “acquisition”, a legal act of symbolic purchase that established the marriage. See M. Elon, “Acquisition” in: M. Berenbaum & F. Skolnik (eds.), *Encyclopaedia Judaica*, 2007, vol. 1, pp. 359–363.

⁴² The scribe abbreviates the legal phrase קנין שלם חמור גמור.

⁴³ This is a translation of עד סוף, “till the end”, which is abbreviated in the deed.

⁴⁴ An *asmakta*, אסמכתא (abbreviated in the text), is a type of surety for payment of debt, sometimes translated “promise” or “promissory note”.

⁴⁵ “Formularies” or “templates for documents”, טופסי דשטרי, is abbreviated in the text.

⁴⁶ The deed abbreviates the formula וכתקנת רבותינו זכרונם לברכה. A *taqqana* is a legislative enactment that supersedes an earlier law or is new.

⁴⁷ That is, the laws of the state, as distinct from Jewish law, abbreviated from אומות העולם.

⁴⁸ In the event of divorce or death.

⁴⁹ The Hebrew idiom חס ושלום is abbreviated.

⁵⁰ The Hebrew phrase כן שעל דעת כן is abbreviated.

⁵¹ If the wife dies before her husband and there are no children from the marriage, then the husband gives half her dowry back to her father's household. On this stipulation, see M. A. Friedman, *Jewish marriage*, 1980, vol. 1, pp. 391–418.

⁵² “The humble”, abbreviated from הצעיר.

⁵³ Abbreviating שיחיה לעד.

⁵⁴ The acronym ט"ט, “may his end be good”, can be either Aramaic טב ספיה or Hebrew טוב טיפ. It is a blessing placed usually only on the living, hence the scribe's father is still alive.

Verso

- 1 Sālim ibn Hārūn Zihreh al-ʿUzayrī performed a *qinyan*—a complete, effective
 from now *qinyan*,⁵⁵ in accordance with the law of our sages, of blessed
 memory⁵⁶—that he holds⁵⁷ and has as a debt to his wife,
 2 this Ġinā, thirty-eight and a half *qirš*⁵⁸—all in Francs—as a complete debt⁵⁹ and
 an outstanding loan,
 3 and this is after the payment of the marriage gift (lit. “stipulation”) and after the
 deduction of the dowry. This payment is postponed until the time it is imposed
 on him.
 4 And he will not⁶⁰ release himself from this debt, even⁶¹ in the seventh [year].⁶²
 And he mortgaged all his property, land and movable,⁶³
 5 that he purchased⁶⁴ and will purchase, not like an *asmakta*, nor like formular-
 ies,⁶⁵ at the day mentioned above. And everything is valid. The humble⁶⁶ Levi ibn
 Yaḥyā al-Naḡḡār, may he live forever,⁶⁷ may his end be good.⁶⁸

Bibliography

- Ariel, Ari. 2013. *Jewish-Muslim Relations and Migration from Yemen to Palestine in the Late Nineteenth and Twentieth Centuries*, Leiden, E. J. Brill.
- Biberstein-Kazimirski, Albert. 1860. *Dictionnaire arabe-français: Contenant toutes les racines de la langue arabe, leurs dérivés, tant dans l'idiome vulgaire que dans l'idiome littéral, ainsi que les dialectes d'Alger et de Maroc*, Paris, Maisonneuve, 2 vols.
- Elon, Menachem. 2007. “Acquisition”, in: Michael Berenbaum & Fred Skolnik (eds.), *Encyclopaedia Judaica*, vol. 1, pp. 359–363.
- Epstein, Jacob & Ezra Melamed. 1960. *A grammar of Babylonian Aramaic* [Hebrew], Jerusalem, Hoṣaʿat sefarim ‘a. š. Y. L. Magnes, pp. 40–41.

⁵⁵ The scribe abbreviates the phrase קנין שלם מעכשיו.

⁵⁶ As before, the scribe abbreviates the formula וכתורת רבותינו זכרונם לברכה.

⁵⁷ The scribe switches to Judaeo-Arabic again here.

⁵⁸ The Ottoman currency, *qirš*.

⁵⁹ Abbreviating the Hebrew גמור.

⁶⁰ The scribe switches back to Hebrew here, for the *šemitta* (release) formula.

⁶¹ Abbreviating אפילו again.

⁶² According to Jewish law, in the last year of the seven-year sabbatical cycle, land should remain fallow and debts be cancelled.

⁶³ Abbreviating Hebrew מטלטלין, “movable property”.

⁶⁴ The scribe switches back to Aramaic here.

⁶⁵ He abbreviates the phrase ולא כאסמכתא ולא כטופסי דשטרי.

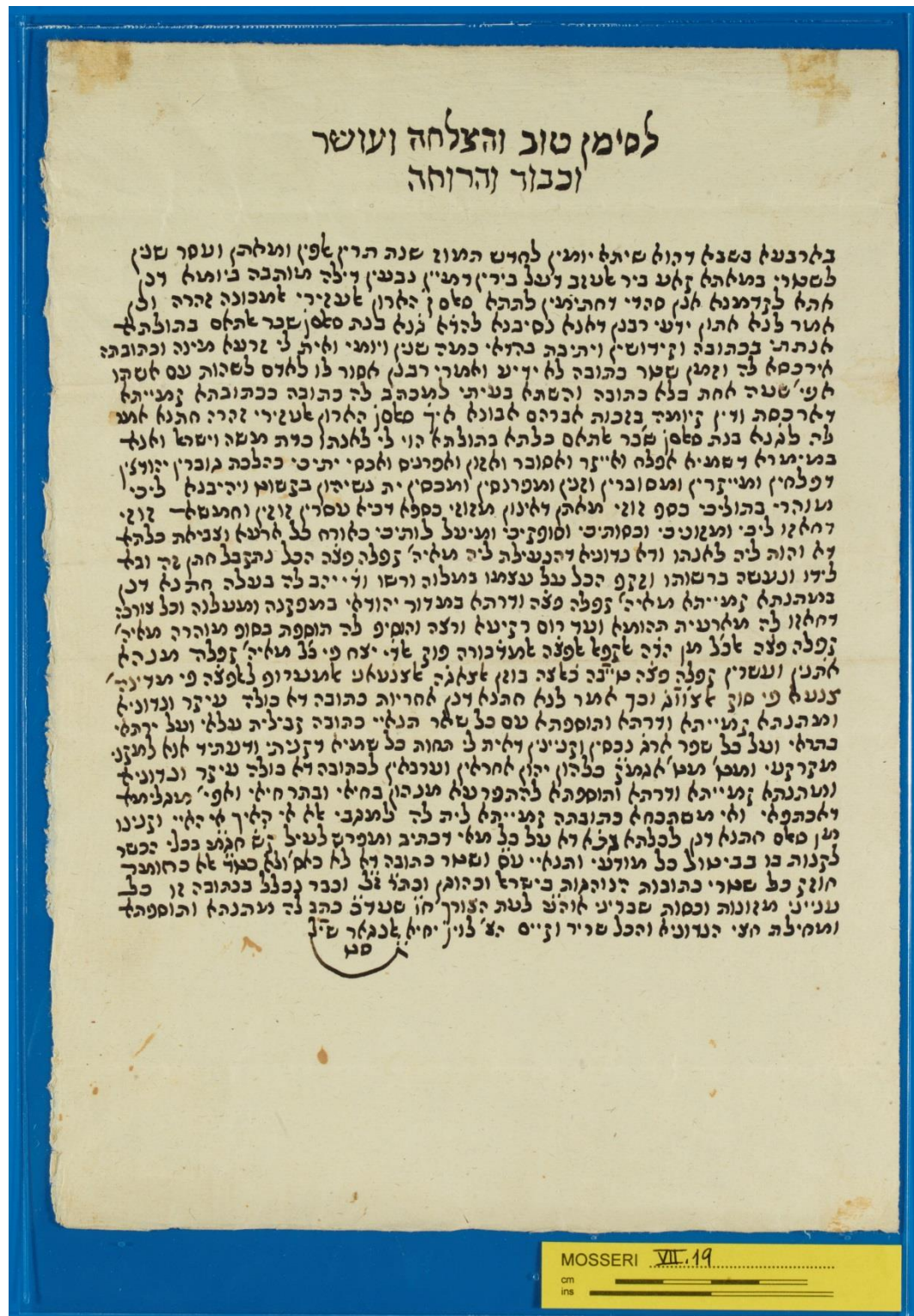
⁶⁶ Abbreviating הוצעיר.

⁶⁷ For שי"ל see footnote 52 above.

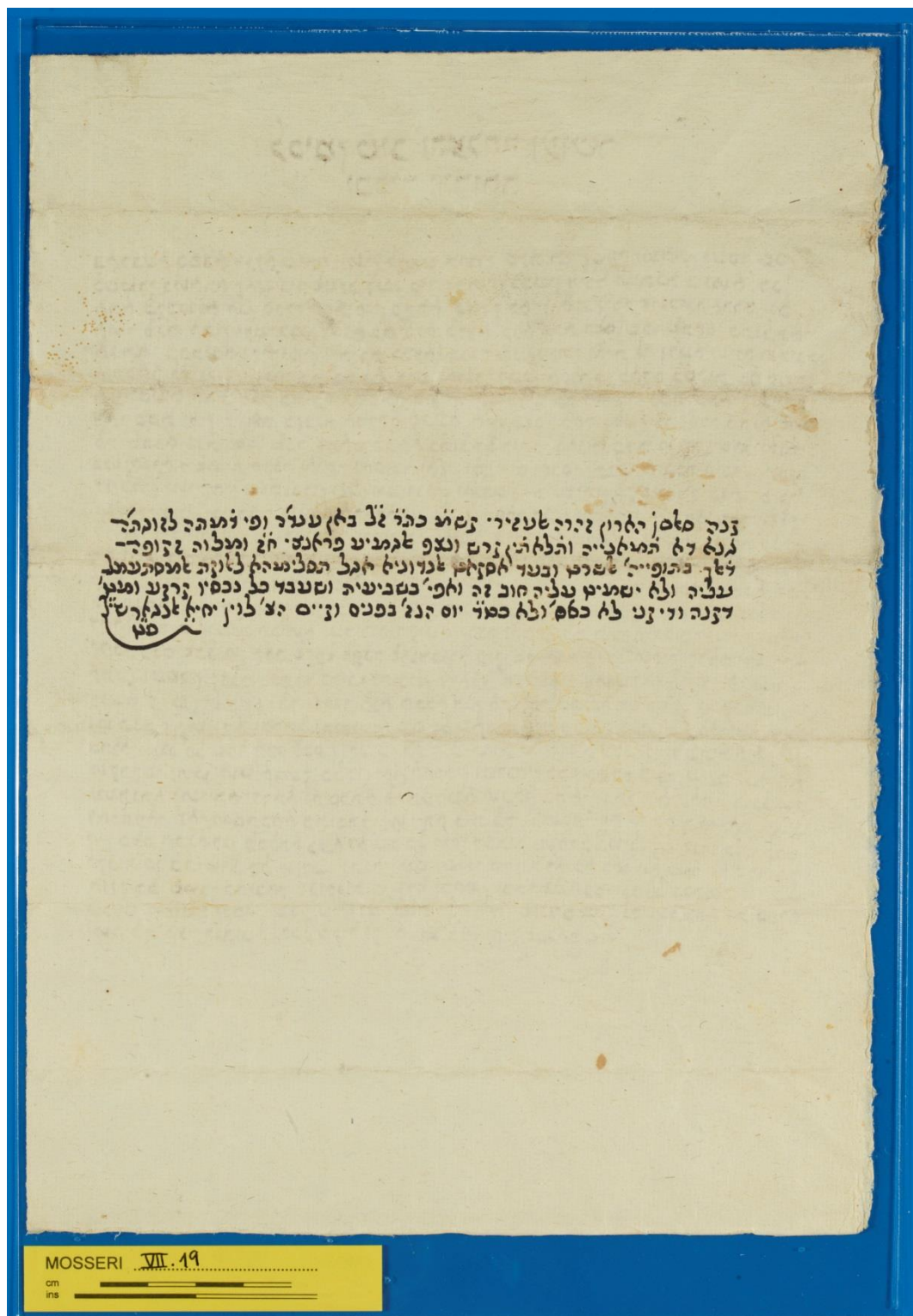
⁶⁸ For ט"ט see footnote 53 above.

- Friedman, Mordechai Akiva. 1980. *Jewish marriage in Palestine: A Cairo Geniza study*, Tel-Aviv, Tel-Aviv University, 2 vols.
- Goitein, Shlomo Dov. 1983. *The Yemenites: History, communal organization, spiritual life, Jerusalem* [in Hebrew; English and Hebrew Ed: *The Yemenites: History, communal organization and spiritual life*, Jerusalem, Ben-Zvi Institute, 1999].
- Hoffman, Adina & Peter Cole. 2011. *Sacred Trash: The Lost and Found World of the Cairo Geniza*, New York, Nextbook.
- Lewcock, Ronald, Paulo Costa, Robert Bertram Serjeant & Robert Wilson. 1983. "The Urban Development of Ṣan'ā", in: Robert Bertram Serjeant & Ronald Lewcock (eds.), *Ṣan'ā': An Arabian Islamic city*, London, World of Islam Festival Trust, pp. 122–141.
- Mosseri, Jack (Jaques). 1911. "In the Land of the Pharaohs: Interview with Mr. Jack N. Mosseri, of Cairo", *The Jewish Chronicle* 5, pp. 17, 27.
- . 1913–1914. "A new hoard of Jewish MSS. in Cairo", *The Jewish Review* 4, pp. 208–216.
- Nini, Yehuda. 1991. *The Jews of the Yemen, 1800–1914*, trans. H. Galai, Reading, Harwood Academic.
- Parfitt, Tudor. 1996. *The road to redemption: The Jews of the Yemen, 1900–1950*, Leiden, E. J. Brill.
- Reif, Stefan Clive. 2000. *A Jewish Archive from Old Cairo: The History of Cambridge University's Genizah Collection*, Richmond, Curzon.
- Serjeant, Robert Bertram, Paulo Costa & Ronald Lewcock. 1983. "The Ghayls of Ṣan'ā", in: Robert Bertram Serjeant & Ronald Lewcock (eds.), *Ṣan'ā': An Arabian Islamic city*, London, World of Islam Festival Trust, pp. 19–31.
- Schereschewsky, Ben-Zion & Menahem Elon. 2007. "Dowry", in: Michael Berenbaum & Fred Skolnik (eds.), *Encyclopaedia Judaica*, vol. 5 [2nd ed.].
- Tobi, Yosef Yuval. 1999. *The Jews of Yemen: Studies in their history and culture*, Leiden, E. J. Brill.
- Ya'akov, Doron. 2013. "Yemen, Pronunciation Traditions", in: Geoffrey Khan (ed.), *Encyclopedia of Hebrew Language and Linguistics*. Consulted online on 01 January 2018
http://dx.doi.org/10.1163/22124241_ehll_EHLL_COM_00000908 [First published online: 2013].

Captions



The text of the *ketubba*, Jacques Mosseri Collection at Cambridge University Library, Mosseri VII.19, recto. By kind permission of the Syndics of Cambridge University Library.



The additional deed of debt, Mosseri VII.19, verso.

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