

## A *ketubbá*, in Portuguese, from the Jews of Lisbon (15<sup>th</sup> century)\*

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### Resumo:

No último quartel do séc. XV, uma *ketubbá* foi escrita em português, por Yuda Barceloní, o tabelião da comuna judaica de Lisboa. Celebrava, não apenas o contrato pré-nupcial, mas também o casamento entre Josepe Crespim e Rica, mulher viúva. Esta forma original de escrever *ketubbot*, deriva da normativa régia de controlo do tabelionato. As minorias judaica e muçulmana foram proibidas de usar os seus códigos linguísticos nos documentos notariais. Embora se trate do único documento desta tipologia, até agora conhecido, numa língua romance, alguns elementos, nomeadamente a estrutura, coincidem com as demais *ketubbot*. Outros, contudo, delas diferem, na expressão do direito consuetudinário da comuna de Lisboa (*minhagim*), que molda a sua identidade própria.

**Palavras-chave:** *kettubá*, Lisboa, Portugal medieval, judeus, comuna, tabeliões, língua

### Abstract:

In the last quarter of the 15<sup>th</sup> century a *ketubbá* was written in Portuguese by Yuda Barceloní, the Jewish notary of the Lisbon community (*comuna*). It celebrated not only the contract but also the marriage between Josepe Crespim and Rica, previously a widow. This original form of writing *ketubbot* stemmed from royal normative to control public notary. Jewish and Muslim minorities were therefore forbidden to use their respective languages in every notarial instrument. Though it is the only document of this typology so far known in a romance language, same elements, namely the structure, coincide with other *ketubbot*. Others, however, differ as a side effect of this community's customary law (*minhagim*) that shaped its own identity.

**Key-words:** *kettubá*, Lisbon, Medieval Portugal, Jews, commune, notaries, language

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## Introduction

The charter of *ketubbá* (pl. *ketubbot*, dower contract) is kept in the Évora Public Library - Biblioteca Pública de Évora (BPE, Cod. CXI /1-15 Maço 2, Doc. 4), in two versions: the original document, in parchment (46 lines) (see the attached reproduction of the document) and a later transcription (possibly from the 18<sup>th</sup> century). The latter is presented in a paper booklet with four pages (retro and verso), the last page being blank, and with the insertion of some corrections written in pencil. Both received the stamp with the indication of "Biblioteca Pública. Arquivo Distrital de Évora". A label, on the back of the original, states its classification in the documental body: "Cod. CXI /1-15 Maço 2".

We are dealing with a dower contract that involves Jews from the city of Lisbon, but we do not know how it ended up in Évora. The document itself tells us that it was handed to the bride, Rica – "In token of truth Josepe Crespim had this dower contract, called *ketubbá*, made for his wife Rica to keep" ("Em testemunho de verdade o dito Josepe Crespim mandou ser feta esta Carta d'Arras que se chama Quetuba pera a dita Rica sua molher pera sua guarda") –, which agrees with Rabbinic law: the *ketubbá* should remain in the woman's possession<sup>1</sup>. The parchment's preservation is not the best: it is difficult to read in the place where it was folded and also at the start of the 11<sup>th</sup> line from the end. There are stained and faded words, possibly due to dampness.

This diploma is exceptional for being written in Portuguese, and validated with the seal of the notary public of Lisbon's Jewish community, Yuda Barceloní. It was brought to light by Maria José Ferro Tavares, who made a description of its content in her work dealing with Jews in Portugal in the 15<sup>th</sup> century<sup>2</sup>.

### 1. Structure

The letter opens with an invocation of the name of God ("In the name of God, amen"), followed by the declaration of its public character and the document's typological identification ("To all those who see this document of marriage contract, called *kettuba*..." - "Saibham todos os que este estormento de Carta d'Arras e Casamento que se chama Quetuba virem..."), and also the date, place and names of those who participated in the act. First comes the Christian date (the year of Our Lord Jesus Christ 1483), and then the Hebrew date, the year 5243 ("in the age of the Jews"), Sunday night, 15 days into the month of Tebet (January 3<sup>rd</sup>)<sup>3</sup>. The place reference follows the same formulation, from general to specific: city of Lisbon, Judiaria Velha ("Old Jewish Quarter"), house of residence of Jacob Crespim. The presence of the notary is then mentioned – the man responsible for drawing up the document – as are the witnesses, whose names are referred in the final protocol.

The third-person narration is centred on the bridegroom, Josepe Crespim, a single man, son of the aforementioned Jacob Crespim, in whose house the ceremony was held. He is the one who "appears" before notary and witnesses, and the whole discourse of the *ketubbá* is woven around him, the subject of this diploma. The bride – the Jew Rica, a widow – sat among other Jewish women, covered in a veil ("cerama"), "the way Jewish widows usually are when their husbands espouse them" ("asii como acustumam estarem as judias vihuvas quando as rrecebem seus maridos por molheres").

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<sup>1</sup> Ricardo Muñoz Solla, "Dos *ketubbot* castellanas y otros fragmentos hebreos del Archivo de la Real Chancillería de Valladolid", *Sefarad* 74-2 (julio-diciembre 2014), p. 352.

<sup>2</sup> Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal no séc. XV*, Vol. 1, Lisboa, Universidade Nova de Lisboa, 1982, p. 242-243; Idem, *Los Judíos en Portugal*, Madrid, Ed. Mapfre, 1992, p. 105-107.

<sup>3</sup> Though the dates are correct, the 15 Tebet seems not to correspond to a Sunday, but to a Wednesday.

Description of the ceremonial precedes the matrimonial clauses. Josepe Crespim "gave quidesim" (*qiddushin* - matrimony)<sup>4</sup> placing a gold ring in Rica's right hand and pronouncing the Hebrew ritual formula, which is translated into "language": "You will be set apart as a wife for me with this ring, following the law of Moses and Israel" ("tuu seras pera mim apartada por molher com este anell como ley de Mose e Izrael"). Rica accepts him as her husband, "in accordance with the said Law" and "marries him", having received the seven blessings, "following the ordinance and law of the Jews".

Josepe Crespim binds himself to the following clauses:

1. To govern, support, honour, "cobrir" ("lay with") and serve Rica, his wife, following the law of every land where Jews exist ("who serve, govern, maintain, honour, dress, and lay with their women and have with them carnal intercourse, according to the custom of all the land" - "que servem, governam, mantem, honram, vestem, cobrem suas molheres e am com ellas colpulla carnal, segundo he custume de toda a terra") and also to treat her well, truthfully and in goodwill;
2. The delivery – made on the spot – of the 100 silver *reais* of "arras" (dower), to which a widow is entitled by Jewish law when she gets married;
3. The donation of 500 gold *escudos*, coined by king D. João, "our Lord", and of its fair weight;
4. Another 500 *escudos*, of the same gold, coinage and weight, as his wife's "enadimento" (increment to the dower), "which is called tocefed".

Then, Josepe Crespim acknowledges the he received from his wife, including money, gold, silver, real estate, pearls, jewels, bedclothes, layette and garments, the combined worth of 400 gold *escudos*. The total sum, adding up "increment, donation and marriage (dowry)" ("enadimento, doaçom e casamento"), would come to 1400 gold *escudos*, plus 100 silver *reais* as "arras".

The description of other obligations taken up by the husband then follow:

1. On the death of his wife, if she had failed to leave any descendants who lived longer than 30 days, the couple's estate would be split in two. Her heirs would be obliged to pay half of any debts incurred by both;
2. On the death of his wife, if she did leave any descendants who lived longer than 30 days, the husband would become entitled to all the property, not having to share it with any of his wife's heirs;
3. On the death of the husband ("in case, God forbid, that Josepe Crespim dies during the lifetime of the said Rica" - "e acontecendo o que Deus nom mande nem queira tam cedo morte ao dito Josepe Crespim em vida da dita Rica"), the estate would be divided: one half for the widow, one half for the husband's heirs, who would be obliged to pay half of the debts incurred by both, "following the law of the commune of Jews from the said city" ("segundo hordenaçam da comuna dos Judeus da dita cidade");
4. The husband obligates himself, through "total commitment" ("per obrigaçom comprida"), to make the deferred payments (the donation, the increment or "tocefed" and the dowry) "in another document concerning this matter, according to Jewish law" ("que filhou com alfaya pera elo pertencente, segundo o direito dos Judeus") and not to marry another woman while the first was alive, nor divorce her against her will, under pain of death as established by the kingdom's general law and usage. In this instance, Josepe Crespim waived his right to the "law of the Jews", which permitted matrimony with several women at the same time.

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<sup>4</sup> The *nisu'in* – when the husband brings the wife into his home and they begin their married live together – completes the process of marriage.

After these conditions defining the marriage's legal framework, we have the pledge by which the groom commits to the terms laid down in the contract: "assuming the total commitment to the *quinyán* ("full oath")<sup>5</sup> he made to pay his wife Rica, relative to the items of increment, donation and marriage" ("per obrigação comprida com o dito quenham que filhou pera pagar aa dita Rica sua molher o próprio raiz destas arras e forças desta carta, enadimento, doaçom e casamento"). He gave as guarantee all of his estate, and that of his heirs, either already owned or to be acquired in the future. The formula "he will not be as *azemeqte*" (*asmaktá*) ("que nom seja como *azemeqte*") is employed, meaning that the assurance given in this letter would not be merely theoretical<sup>6</sup>, but rather his obligation is reinforced to strictly observe the clauses agreed upon in the document.

"As a token of the truth", the said Josepe Crespim had this dower document ("carta de arras") "that is called *quetuba*", made for Rica, his wife, having as witnesses Abraão Feyam, o Moço, a merchant, and Josepe Crecente, a spice merchant, both living in Lisbon, "and others", as well as the notary, Yuda Barceloni<sup>7</sup>, responsible for drawing up the diploma, on which he inscribed his validation seal.

## 2. Analysis

While the outstanding difference associated with this document lies in its being written in Portuguese<sup>8</sup> – an exceptional fact which sets it apart from all other Hispanic medieval *ketubbot* known so far – some formal aspects bring it either closer to, or farther from, the typical structure of these documents. The description of the marriage ceremony, for instance, is absent in the other examples, which limit themselves to the actual matrimonial contract. In this sense, we are presented with an anthropological contribution, through the description, however brief, of this public act involving Jews from Lisbon in the last quarter of the 15<sup>th</sup> century. The woman, a widow, sitting among women and wearing a veil, receives from the groom a gold ring in her right hand. At the same time, he pronounces the Hebrew ritual formula of matrimony, which she accepts, marrying him "there and then". Then they receive the seven blessings in accordance with the laws of the Jews. Another difference lies in the final protocol – the document is validated only by the Jewish notary and not by the two witnesses required by Hebrew law.

Similarities with other *ketubbot* lie, of course, in the legal clauses that shape the contract. The structure here used correspond to the other documents of the same typology: it lists the *móhar* (the "principal" part of the *kettubá*), the *toséfet* ("increment" to the *móhar*) (both donated by the husband), and the *nedunyá* (dowry, brought in by the woman), in addition to the contract's specific conditions (*tena'im*) and the warranty clause (*aḥarayut*). All these elements belonging to the body of the document, however, are not joined by an additional part called *mattaná leḥud* ("separate offer") which, in the other examples, appears in cursive Hebrew

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<sup>5</sup> A ritual formula "that determines the transfer of a property title, a transaction or a commitment that requires a personal or material endorsement – symbolized by an object that makes the *translatio* irreversible – endorsing loyalty and fidelity to the agreement" (Ricardo Muñoz Solla, "Dos *ketubbot* castellanas...", note 36, p. 358).

<sup>6</sup> Cf. José Luis Lacave, *Medieval Ketubot from Sefarad*, Jerusalem, The Hebrew University Magnes Press, 2002, p. 104.

<sup>7</sup> Referenced from 1475 to 1490 (Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal...*, Vol. 2, Table 1, p. 240).

<sup>8</sup> In 15<sup>th</sup> century Sicily a dowry inventory was written in Arabic (Palermo, 8 July 1479), but not the *ketubbá* to which it was related, which was in Hebrew and "translated" into Latin by a Christian notary (Henri Bresc and Shelomo D. Goitein, "Un inventaire dotal de Juifs siciliens (1479)", *Mélanges d'archéologie et d'histoire* 82-2 (1970), p. 903-917).

script, below the text (written in square letters), and consisting of the donation – usually in real estate – made by the groom to the bride<sup>9</sup>.

The text shows us four concepts: "enadimento" or "tocefed", donation, marriage and dower (*arras*). The first three are accounted for together, reaching a total of 1400 gold *escudos* (500 for "enadimento", 500 for donation and another 400 for "marriage" or "dowry"). Next comes the *arras*, corresponding to the *móhar*, in fact the "principal" in these contracts (in this case, 100 silver *reais*) which in fact is mentioned first, right after the clause laying down the husband's ethical obligations. Only in this case is "the law of the Jews" ("a lei e direito dos judeus") invoked, concerning widows, and the prompt delivery of the amount mentioned is stressed. Then we have the "donation", corresponding in fact to the *mattaná*, ascending to the same amount as the *toséfet* listed afterwards, that is, 500 gold *escudos*. Other *kettubot*, namely those identified by Lacave for Castile and Valencia, register only the donation of a certain amount of money as a form of *mattaná*, and its exact match the increment to the dowry (*toséfet*)<sup>10</sup> – as is the case, too, with this specific contract.

Thus, the structure of the diploma, as far as matrimonial clauses are concerned, presents us with the following scheme:

- *Móhar* (the bride price) – as in similar contracts written in Aramaic/Hebrew, its introduction is a formula establishing the husband's ethical obligations<sup>11</sup>, followed by the *móhar* proper. This, however, is not counted in the traditional *zuzim*<sup>12</sup>, as in the other known cases<sup>13</sup>, but rather in the kingdom's currency, the silver *reais*. We still have the symbolic amount of 100 *reais*, applicable to widows and divorced women – for virgins the amount would be doubled<sup>14</sup>. As we have mentioned, this is the only payment actually made by the groom during the marriage ceremony.

- *Mattaná* (donation) – it is a deferred donation, like the *toséfet*. It corresponds, as we have stated, to the same amount, namely 500 gold *escudos*. In some *ketubbot* this disposition is stated as a clause of the document, although it is found in its additional part<sup>15</sup>. In this concrete example, however, the *mattaná* seems to be inserted only in the main body of the letter. In fact, there is only mentioned the existence of an additional diploma (not identified so far), the one dealing with the husband's obligation to complete the deferred payments in favour of his wife.

- *Toséfet* (increment to the *mohar*) – this deferred donation, corresponding to an amount equivalent to the *mattaná* (500 gold *escudos*), comes, as in some other *ketubbot*, immediately before the dowry<sup>16</sup>.

- *Nedunýá* – the dowry, paid in advance by the wife, for her condition as a widow, is generically referred to. It comprises movable property – gold, silver, jewels, clothes, furniture, layettes – and also real estate, not described in detail but totalling 400 gold *escudos*.

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<sup>9</sup> José Luis Lacave, *Medieval Ketubot...*, p. 120 and ss.; Javier Castaño, "Kettubot en-cubiertas: fuentes para el estudio del matrimonio judío en Jaca y los Almosnino", *Sefarad* 69-1 (enero-junio 2009), p. 51.

<sup>10</sup> José Luis Lacave, *Medieval Ketubot...*, p. 120 and 122. In a Catalanian *ketubbá* from the 14<sup>th</sup> century, the clause corresponding to the *mattaná* is found within the text as well, although the amounts registered in the *toséfet* are different (Meritxell Blasco Orellana and José Ramon Magdalena Nom de Déu, "Una *ketubbá* inédita catalana de Santa Coloma de Montbui (siglo XIV)", in *Judaísmo hispano: Estudios en memoria de José Luis Lacave Riaño*, ed. Elena Romero, Madrid, CSIC, 2002, p. 575-583).

<sup>11</sup> José Luis Lacave, *Medieval Ketubot...*, p. 149 e ss.

<sup>12</sup> Ancient Jewish coins.

<sup>13</sup> José Luis Lacave, *Medieval Ketubot...*, p. 148; Javier Castaño, "Kettubot en-cubiertas...", note 24, p. 52.

<sup>14</sup> José Luis Lacave, *Medieval Ketubot...* p. 148; Meritxell Blasco Orellana and José Ramon Magdalena Nom de Déu, "Una *ketubbá* inédita catalana...", p. 578.

<sup>15</sup> See the case of the *ketubbot* from Mallorca in which, however, this donation is the object of a later action, set in a separate parchment, or those from Valencia, in which the clause is inserted in the same parchment (José Luis Lacave, *Medieval Ketubot...*, p. 120-121).

<sup>16</sup> José Luis Lacave, *Medieval Ketubot...*, p. 93.

- *Tena'im* (conditions) – the conditions which shape this contract best reveal local usage (*minhagim*) and the resulting intervention by communal authorities in articulating Rabbinical law with the kingdom's legislation. The three first clauses are related to inheritance laws affecting husband and wife – the first two focus on the hypothesis of the wife's death, with or without descendants who lived longer than 30 days. This formulation, found also in Catalonian documents<sup>17</sup>, is nonetheless divergent from similar dispositions inserted in the *kettubot* from Navarra: the latter considers the children's survival up to three years and one day or, in the specific case of Tudela, four years and one day<sup>18</sup>.

Legal prescriptions present some other similarities, in fact, although they are not exactly equivalent: in Tudela, if the wife died without leaving offspring her husband would have to return half of the dowry to her heirs<sup>19</sup>; in the case of Lisbon, this partition would apply to the couple's possessions ("all possessions belonging to both of them, half by half" - "todos seus bens e averes deles ambos ... metade por metade"). It is also emphasized that half of the couple's debts would have to be paid by their respective heirs. In case there were living descendants of up to 30 days of age, the totality of the goods would revert to the husband. On the husband's death, with or without descendants, the *kettubot* from Navarra establish that the widow would receive an amount equal either to her dowry, or one and a half times as much<sup>20</sup>. The Lisbon document rules that the couple's possessions ("all the possessions owned by both at that time" - "todos seus bens que a esse tempo ambos tiveram") be divided in two halves, one for the wife and the other for the husband's heirs. Furthermore, the latter were obliged to pay half of the debt incurred by the couple at the time, with the additional note "following the law of the Jewish commune from the said city" ("segundo hordenaçam da comuna dos Judeus da dita cidade").

Next, the document refers to a separate document dealing with the husband's obligation to complete the deferred payments in favour of his wife that have already been mentioned<sup>21</sup>. This also singles out this *ketubbá*, in contrast to its peninsular counterparts<sup>22</sup>. As in other Iberian *ketubbot*, another stipulation is added, referring to the husband's commitment not to take another wife while the first lived, and not to divorce her against her will<sup>23</sup>. Nevertheless, the Portuguese *kettubá* adds its own discourse to this clause, taking up some five lines in the document: the penalty of death for the husband, if he failed to respect these principles, in accordance with the laws of the kingdom, which penalised bigamy with the death penalty<sup>24</sup>. Josepe Crespim promises his respect "of that law", pledging "his body" and agreeing that if he took another wife while Rica was alive, or if he served her the divorce papers ("carta de quitamento") against her will, then he should die, following common usage and the law mentioned before. Further still, he explicitly renounces this specific aspect of the "law of the Jews" ("da lei e direito dos judeus"), which allowed a Jew to have many wives. He made a "total relinquishment" of it ("renunçaçom comprida"), which he would never be able to invalidate without his words being considered null ("as broken vessel in which there is no substance nor avail" - "como testo quebrado em que não há substância nem proveito algum").

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<sup>17</sup> José Luis Lacave, *Medieval Ketubot...*, p. 144.

<sup>18</sup> *Idem*, p. 135.

<sup>19</sup> *Idem*, p. 135-136.

<sup>20</sup> *Idem*, p. 136.

<sup>21</sup> This seems to fit the concept of *aḥarayut*, or guarantee clause, rather than that of the *tena'im* itself.

<sup>22</sup> Could be the Hebrew *ketubbá*, made separately to comply with both norms, that of the Kingdom and the halachic ones? Whatever it may be, we don't have further elements to verify this hypothesis.

<sup>23</sup> These stipulations can either be incorporated in the body of the *ketubbá*, as in this document, or in a separate one (José Luis Lacave, *Medieval Ketubot...*, p. 133- 134).

<sup>24</sup> A law enacted by king Dinis, on 11 August 1303 (*Livro das Leis e Posturas*, preface by Nuno Espinosa Gomes da Silva, paleographic reading by Maria Teresa Campos Rodrigues, Lisboa, Universidade de Lisboa - Faculdade de Direito, 1974, p. 200-201).



- *aḥarayut* or warranty clause – introduced by the verb "to oblige" ("obrigar") applied to Josepe Crespim (as we have said, he is the subject of the whole letter, although he is always referred to in the third person<sup>25</sup>). It is he who falls under the obligation of abiding fully by the clauses laid down in the contract, similarly to the remaining Hispanic *ketubbot*. The *quinyán* ("quinhã")<sup>26</sup> is guaranteed by his movable and immovable goods, and his heirs' as well, present and future. In addition, he is obliged to provide for his wife's clothing, both in life and in death, which according to the document would be "devotion of Jewish wise men" ("devoção dos sabedores dos judeus") – a singular clause in the universe of known *ketubbot*. The formulas are reinforced by saying that this guarantee will not be like "azemeqte" (*asmaktá*), i.e., merely theoretical and not put into practice<sup>27</sup>.

Last, the diploma's eschatocol registers the names of two witnesses to the act (set apart from the other people in attendance)<sup>28</sup> the name of the notary and his validation of the document through affixation of his seal.

### 3. Rabbinic law, common law and customary law

Translation of these terms into Portuguese - "arras" for *móhar*, "doação" ("donation") for *mattaná*, "casamento" ("marriage") for *nedunyá*, "carta de quitação" ("letter of divorce") for *get*, "quinhão" for *quinyan* – characterizes this diploma, with the sole exception of the increment to the *móhar*: here the translation "enadimento" is joined by the Hebrew term "tocefed" ("enadimento, which is called *tocefed*"). The Hebrew language can be seen colouring the text in only four other instances: for expressing a date ("three days into the month of *Tebet*"); in the word "quidesim" (*qiddushin* - matrimony); in the formula read by the groom when accepting the bride as his wife, subsequently translated to Portuguese; in the word "azemeqte" (*asmaktá*) inserted in guarantee clauses, or *aḥarayut*; and finally in the definition of the document itself, resorting both to Portuguese and Hebrew vocabulary: ("carta de arras e casamento que se chama *quetuba*", at the beginning of the diploma; "carta de arras e *quetuba*", at the end).

The contract thus reveals an acceptance of the Portuguese language going as far as the translation of the Hebrew terms that shape this documental typology. The 1483 document reflects this community's adaptation to the legislative norm which, during the reign of king João I (1385-1433)<sup>29</sup>, was imposed on the Jewish<sup>30</sup> and Muslim<sup>31</sup> minorities, forbidding the use of their respective languages in notarial instruments. The penalty assigned – death – would nevertheless be amended in the reign of Afonso V (1438-1481), since it was considered too hateful ("muito odiosa") and out of proportion with the infraction. Thus, the death penalty would apply exclusively to the notary who used Hebrew or Arabic with malicious intent; if this were not the case, he would simply lose his post and be subjected to public whipping.

This norm revoked a 1405 law, which allowed deeds to be written in Hebrew – with the exception of appeals and complaints, which had to be taken to the king's judges<sup>32</sup>. The

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<sup>25</sup> In other *kettubot*, these guarantee clauses are enunciated by the bride in the first person (cf. José Luis Lacave, *Medieval Ketubot...*, p. 109).

<sup>26</sup> See note 5.

<sup>27</sup> José Luis Lacave, *Medieval Ketubot...*, p. 104.

<sup>28</sup> For the Iberian *ketubbot* the validation of the contract is precisely made by the signature of two witnesses, one of them being the notary. For Castile, the signatures are from the scribe and two additional witnesses (José Luis Lacave, *Medieval Ketubot...*, p. 84). This rule may determine the individualization of only two witnesses in the Portuguese *ketubbá*.

<sup>29</sup> The law was issued before 1415, date of the conquest of Ceuta, since king João I calls himself only "Rei de Portugal e do Algarve".

<sup>30</sup> *Ordenações Afonsinas*, ed. de Martim de Albuquerque, Lisboa, Fundação Calouste Gulbenkian, 1984, Book II, tit. LXXXVIII, p. 513-514.

<sup>31</sup> *Ordenações Afonsinas*, Book II, tit. CXVI, p. 556-557.

<sup>32</sup> Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal...*, Vol. 1, p. 123.

administrative normalization implied by this prohibition hints at a more direct control by the Crown over "its" minorities. This made way for the integration of communal notaries into the wider context of the kingdom's notaries, and enabled the appointment of Christians to those positions too. This interference is felt more strongly in Muslim than in Jewish communities<sup>33</sup>, but it also encourages the inclusion of both Jewish and Muslim scribes in a common notarial culture, implying technical training which would lead to an examination at the royal chancery. The sign of validation itself, inscribed in this institution, would confirm the procedure whereby a notary was constituted<sup>34</sup>.

While in our present state of knowledge it is not possible to reconstitute the genesis of this process, as far as Jews are concerned<sup>35</sup>, in the 15<sup>th</sup> century the communities' notaries are faced with the same conditions as their Christian counterparts – regarding their duties inside the community, appointments by the king and the obligation to pay an annual pension to the Crown, and to put forward guarantors<sup>36</sup>. Once again it is possible that king João I was the one responsible for this homogenization of the situation. Regarding the Muslim minority, a conflict that in 1402 set the royal procurator Bartolomeu Domingues against Jufez, notary of the Lisbon commune, marks the point from which the said annual pension was actually forced on the community, which had been exempt up to the time of that reign. The text emphasizes that Christian, Jewish and Muslim notaries all had to pay it<sup>37</sup>. The same may have happened, in the same period, to the Jewish notaries in this Kingdom, but we have no elements to support this conjecture. In fact, these are different from their Muslim counterparts' due to the existence of Chief Notaries, an institution that, according to Maria José Tavares, may date back to the end of the 14<sup>th</sup> century<sup>38</sup>.

Turning now to a different time and context, Burns referred that notarial culture "was insidious and pervasive. Any window on its activities, its acculturative impact on both societies, and its function as a bridge between them merits attention"<sup>39</sup>. While the subject of this author's study is not the same as the one we are focusing on – it deals with Catalonia from 1250 to 1350, and its Jews resorting to wills written by Christian notaries, hence in Latin<sup>40</sup> – his perception proves particularly sharp when applied to 15<sup>th</sup>-century Portugal. The 1483 *kettubá* reveals an acculturation process involving Lisbon's Jews in which notarial culture invades and dominates the community's *official* discourse. For that reason, that document is written in a protocol shared by the remaining notarial documents in the kingdom<sup>41</sup>, using similar types of letters and abbreviations and, likewise, receiving validation from the notary's seal.

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<sup>33</sup> For a comparative perspective, see Maria Filomena Lopes de Barros, *Tempos e Espaços de Mouros. A Minoria Muçulmana no Reino Português (Séculos XII a XV)*, Lisboa, Fundação Calouste Gulbenkian - Fundação para a Ciência e a Tecnologia, 2007, p. 364.

<sup>34</sup> See Arquivo Nacional da Torre do Tombo (ANTT), Chancelaria de D. Afonso V, Book 38, fl. 20 e fl. 27, containing lists of royal appointments, of both Christian and Jewish notaries, including their respective seals (reproduced in Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal...*, Vol. 2, p. 723-724).

<sup>35</sup> In Catalonia from 1250 to 1350, for instance, notaries could not be either clergymen or Jews (Robert I. Burns, *Jews in the notarial culture. Latinate wills in Mediterranean Spain, 1250-1350*, Berkeley-Los Angeles-London, University of California Press, 1996, p. 40). For the genesis of public notaries in Portugal see Bernardo de Sá Nogueira, *Tabelionado e Instrumento Público em Portugal: Génese e Implantação (1212 -1279)*, Lisboa, Imprensa Nacional – Casa da Moeda, 2008.

<sup>36</sup> Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal...*, Vol. 1, p. 123.

<sup>37</sup> Maria Filomena Lopes de Barros, *Tempos e Espaços de Mouros*, p. 361.

<sup>38</sup> Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal...*, Vol. 1, p. 118.

<sup>39</sup> Robert I. Burns, *Jews in the notarial culture*, p. 25.

<sup>40</sup> About this subject see also: Abigail Agresta, "The doctor and the notary: a latinate Jewish will from fourteenth-century Catalonia", *Viator* 46-1 (2015), p. 229-248.

<sup>41</sup> The influence of Latin notarial culture in Hebrew writing can be also seen, though again in different contexts. In 13<sup>th</sup> century England, some Jewish private deeds (*shetaroth*) in Hebrew adopted Latin diplomatic formulae and terminology (Philip Slavin, "Hebrew Went Latin: reflections of Latin diplomatic formulae and terminology in Hebrew private deeds from Thirteenth Century England", *Journal of*



All these elements do not indicate the loss of the Hebrew language among Jewish Portuguese communities<sup>42</sup>. They imply, however, a process of adaptation of their notaries to the general law of the kingdom. That adaptation took place despite wide resistance, nevertheless. The royal pressure over Jewish notaries seems to intensify after the reform of the King Afonso V, in the second half of the 15<sup>th</sup> century. It is, in fact, during his reign, that documents, namely royal pardon letters, witnessed that Hebrew was still used by Jewish notaries<sup>43</sup>. The most significant case for this matter is that of Mossem Alegre, the notary of the Jewish community of Elvas (Alentejo). In 1452, he admitted that he had written some marriage contracts and notes in Hebrew ("ele fizera algumas cartas de casamento e notas delas per letra hebraica"), for which reason he was told that he would lose his office and deserved corporal punishment, as it was defined by the law of the kingdom. But, Mossem Alegre argued, he was ignorant of said law and, moreover, he had not intended to deceive anyone with these contracts. For these reasons, he asked for the king's forgiveness and, implicitly, his continuity as the community's notary. Furthermore, he presented an official letter from the Council of Elvas, who pleaded in his behalf and which proved to be decisive for his case. In fact, the king forgave him, providing he did not incur in the same error again, but only, he empathised, to grant grace and mercy to the council<sup>44</sup>.

Nevertheless, either the political control over Jewish notaries focused mainly on the communes of the urban centres or some peripheral communities were not even integrated in this notarial system. In Miranda do Douro – a village in Trás-os-Montes, on the border with Castile – some documents in Hebrew from the 15<sup>th</sup> century, were preserved attached to a process of the Inquisition, dated April 1552<sup>45</sup>. Between them, a *kettubá* written at that village in July 8, 1490 (10 days Tamuz of 5250)<sup>46</sup>, which follows the Hebrew rules of this documentary typology. A hypothesis to explain this particularity is for the Jewish community of Miranda do Douro to have been influenced or even mainly formed by the Castilian population that emigrated there from the end of the 14<sup>th</sup> and throughout the 15<sup>th</sup> century<sup>47</sup>.

Divorce, though under a specific form, was also enacted by the law of the kingdom during the reign of João I. The Jewish communities sent king Afonso V a diploma issued by his predecessor, in the following context: the Jews had complained to the king about some married

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*Medieval Latin* 18 (2009), p. 306-325). In the same way, Catalonia Jewish scribes progressively integrated notarial Latin formula in their Hebrew documents (Micha J. Perry, "*Hatpasah – Jewish translata documents from Medieval Catalonia: formulae, law and society*", *Journal of Medieval Iberian Studies* 9 (2017), p. 1-28).

<sup>42</sup> For the writing in Hebrew in Medieval Portugal, see Tiago Moita, *O Livro Hebraico Português na Idade Média: Do Sefer He- Aruk de Seia (1284-85) aos manuscritos tardo-medievais da "Escola de Lisboa" e aos primeiros incunábulos*, PhD Diss., University of Lisbon, 2017; *Idem*, "Manuscritos hebraicos em Portugal", *Medievalista online* 11 (July-December 2017), p. 2-24.

<sup>43</sup> See, for instance, Isaque Beirão, Chief Notary from the Jewish communities of the kingdom, or Master ("Mestre") Josepe, notary from Setúbal, who were forgiven by the king respectively in 6 December 1440 (ANTT, Chancelaria de D. Afonso V, Book 34, fl. 10v) and in 1 April 1450 (ANTT, Chancelaria de D. Afonso V, Book 12, fl. 27v). Jacob Zecrim, though designated as a scribe, lost the office that he held from 15 July to 12 August 1456, because he could not write in Portuguese (ANTT, Chancelaria de D. Afonso V, Book 13, fl. 37; referred in Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal...*, Vol. 2, p. 677).

<sup>44</sup> ANTT, Chancelaria de D. Afonso V, Book 12, fl. 41. The document is summarized in Henrique da Gama Barros, "Judeus e Mouros em Portugal em tempos passados", *Revista Lusitana* 34 (1936), doc. 152, p. 228-229. He reads the name of the notary as "Mossem Megro(?)". Tavares refers Moisés Alegre as the notary of Elvas in 1452 and in 1471 (Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal...*, Vol. 2, p. 686).

<sup>45</sup> ANTT, Inquisição de Lisboa, Processo 4532. Online: PT-TT-TSO-IL-028-04532.

<sup>46</sup> Elias Lipener, *Os Baptizados Em Pé*, Lisboa, Veja, 1998, p. 202.

<sup>47</sup> On this subject see Maria José Ferro Tavares, "Judeus de Castela em Portugal no final da Idade Média: onomástica familiar e mobilidade", *Sefarad* 74-1 (2014), p. 89-144.

men who, upon converting to Christianity, left their Jewish wives without granting them divorce ("letter of divorce" - "carta de quitamento"), in a document called "guete", which should be written "by a Jew, following the rules of Jewish law"; this fact rendered those women unable to get married at a later time or, if they did, condemned their descendants to illegitimacy. These husbands, following Jewish law, should be obliged to grant the said "guete" to their wives, which they nonetheless refused to do. Whence the Jewish communities pleaded with the king to defend their right through the action of Christian justice. Having this request been granted by king João I at an unspecified date, the charter was confirmed by Afonso V who, meanwhile, adds another clause: a period of one year given for the convert to give his wife the *get*, insisting however on the possibility of them continuing to live together, should she become a Christian too<sup>48</sup>.

According to king João I's law, these letters of divorce, or *get*, were written in Hebrew, following the law of those communities. It is doubtful, however, if this situation was maintained, considering that this diploma probably predated the king's norm that made the use of Portuguese in notarial documents compulsory. King Afonso V's later confirmation, however, does not rectify this aspect. It is unlikely, though, that these letters of divorce continued to be written in Hebrew, all the more so when they had to be enforced by Christian authorities. Given the law of the kingdom's character as a general norm (amended under this same monarch, as mentioned above), it would probably preclude the need for explicit reiteration.

Nevertheless, when we consider the *kettubá* and the *get's* law, what stands out is the articulation between the general law and the halachic dispositions in matrimony and divorce. In the *kettubá*, the intention of meeting the general law is particularly emphasized in the clauses which prevent the husband from taking more than one wife, the law of the land obviously overriding these communities' own law. In the second instance, it is the ruling of Jewish law that, at the community's request, asserts itself in the context of the majority, leaving to the Christian powers the charge of making the converted husband agree to the divorce. Both cases configure Jewish law in the expression of these communities' identity, through terms such as "Hebrew laws" ("hordenações hebraicas") or, in the *kettubá*, the "law and ordinance of the Jews" ("lei e direito dos Judeus"), complementing the "law and ordinance of the kingdom" ("lei e ordenação do Reino"). This last diploma, meanwhile, incorporates another factor: the customary law (*minhagim*) from the Lisbon commune, expressed in the formula "according to the norms of the Jews from the commune of the said city" ("segundo hordenaçam da comuna dos Judeus da dita cidade"), applied to the clause that determines the division of the husband's property after his death: one half for his widow and the other for his heirs, including the couple's debts<sup>49</sup> – obviously suggesting the existence of different practices in other Jewish communities throughout the kingdom.

#### 4. Social context

The mention made to the name of the woman in this contract, Rica, is not enough to yield her clear identification, thus preventing any analysis of the matrimonial strategies employed by the families involved. But the information brought on by Maria José Pimenta Ferro Tavares, in her *magnum opus* on the Jews of the 15<sup>th</sup> century, allow us to advance some hypotheses concerning the Crespim family. A family structure, in fact, is outlined, starting with the goldsmith Moisés Crespim, the principal manufacturer of a large part of the domestic and religious adornments used in the house of the Infante D. Fernando (brother of king Afonso V), with the lesser participation of other Jewish goldsmiths, Isaac Pecham and José Vivas<sup>50</sup>. In 1450

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<sup>48</sup> *Ordenações Afonsinas*, Book II, tit. LXXII, p. 434-435.

<sup>49</sup> This expression may also refer to the two preceding clauses, dealing with the death of one of the spouses, with or without direct heirs.

<sup>50</sup> Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal...*, Vol. 1, p. 307 and note 245.

the surgeon Mestre Nacim, referred to as the son of the said Moisés (Mousseim) Crespim, a goldsmith, is granted a privilege of social distinction: the permission to ride saddled and bridled<sup>51</sup>. In the same year Jacob Crespim, also a goldsmith and having the same father as Nacim, receives as a privilege the permission to acquire bullion for the Royal Mint<sup>52</sup>. The father's social standing is mirrored in the letters of privilege granted to both his sons - they mention not only the name of their father but his professional status too. One of them, Jacob, actually chose the same profession. This is very likely the Jacob Crespim whose son was Josepe in the *ketubbá* under analysis, although no additional element can be used to confirm this. The 30-year gap between the two documents might allow for a third generation of this family. In fact, the second part of these names, apparently working already as a family name, is not overly common among Jews of the kingdom in the 15<sup>th</sup> century. It appears on record only another two times (as far as the present state of research shows): in Torres Novas, in the names of two residents<sup>53</sup>, and in Évora, in the mention made to a Jewish blacksmith<sup>54</sup>.

The considerable social and economic status achieved by the men in this family is amply reflected in the significant amounts of money brought to this marriage contract by Josepe Crespim. We are not dealing with a family from the top layer of the country's Jewish elites, such as the Palaçano, the Abravanel, the Latam or the Negro families, all of them from Lisbon, whose world is that of big finance, both national and foreign<sup>55</sup>. In fact, the letter of receipt written by Pero Estaço, relative to 60 million for the defense of the kingdom (corresponding to two and a half requests per year, from 1478 to 1480), added to around 12 million in loans, from Jews and Christians, does not mention the name of any Crespim among those who participate in individual loans to the sovereign<sup>56</sup>.

A different tune plays in their social networks, illustrated by the two witnesses named in the *kettubá*. The merchant Abraão Feiam, o Moço<sup>57</sup> participates with 40.000 rs., the sixth largest contribution, after Guedelha Palaçano (1.947 415 rs.), Isaac Abravanel (1 680 000 rs.), a part from both of them and another two Jews (400 000 rs.), Moisés Latam (250 000 rs.) and another amount relative to some other Jews (41 495 rs.), all of them from Lisbon. The spice merchant Josepe Crecente shows a more modest amount: 6.000 rs (together with Moisés Azerim, José Vivas and Salomão Aman). Another Crecente (or Crescente) from Lisboa, named Aarão, joins in with a higher amount (20.000 rs.); this is probably the same figure who, in 1480, receives as a privilege the permission to ride saddled and bridled, permission to bear arms and to enjoy *aposentadoria* (the compulsory provision of food and shelter) among Christians<sup>58</sup> and

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<sup>51</sup> ANTT, Chancelaria de D. Afonso V, Book 34, fl. 7.

<sup>52</sup> ANTT, Chancelaria de D. Afonso V, Book 34, fl. 135v. About these figures see Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal...*, Vol. 1, p. 298 and vol. 2, Table 1, p. 206.

<sup>53</sup> Another Moisés Crespim, and one David Crespim (1472), the latter a merchant (Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal...*, Vol. 2, Table 1, p. 369-370). The former receives privileges of social distinction: in 1469, the permission to bear arms and, in 1480, the permission to ride saddled and bridled (Idem, *Os Judeus em Portugal...*, Vol. 2, Table 9).

<sup>54</sup> Abraão Crespim, married to Dona, who on the 7<sup>th</sup> of July 1420 rents some houses, formerly belonging to her father-in-law, the late Barba Ruiva, on the *Rua dos Banhos Velhos* in Évora's Jewish quarter (Arquivo Distrital de Évora, Misericórdia, Livro do Acenheiro, fl. 117v).

<sup>55</sup> For individuals and families enjoying dominant social and economic status and presence in the Court, in the 15<sup>th</sup> century, see Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal...*, Vol. 1, p. 218-235 and 280.

<sup>56</sup> In the analysis of this document, concerning loans, use was made of the table presented by Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal...*, Vol. 1, p. 176-182.

<sup>57</sup> In that table, Tavares mentions only Abraão Feiam (*Os Judeus em Portugal...*, Vol. 1, p. 177). Nevertheless, the document's transcription does in fact include also the name of Abraão Feiam, o Moço (see Jorge Faro, *Receitas e despesas da Fazenda Real de 1384 a 1481*, Lisboa, Instituto Nacional de Estatística, 1965, p. 260 e 263).

<sup>58</sup> Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal...*, Vol. 2, Table 9.

who was in 1490 one of the aldermen of the Lisbon commune<sup>59</sup>. In fact, Aarão Crescente and Abraão Feiam, o Moço are mentioned in October 1485, along with other men from the elite who, accompanied by the commune's Rabbis and aldermen, ratify a public act of property transaction, thereby showing their social and political importance in Lisbon's communal structure. Like the *ketubbá*, this is also a document, in any case, written in Portuguese and drawn up and validated by the Jewish notary Abraão Manuel, who left his seal on it (with the Hebrew inscription of "Abraham")<sup>60</sup>.

The *ketubbá* from the Jews of Lisbon is defined as such by the own community who produced it. The document demonstrates how, in a context such as that of the Portuguese kingdom, the enforcement of general laws could transform the identity parameters of minority groups. But it also reveals a process of integration of the Jewish communities in a common culture, converging both Christian and Jewish notaries into a shared written system. From another perspective, the *ketubbá* also displays the capacity of the Jewish communities to adapt and to reinforce its own law, recreating its own identity, even though translated into Portuguese.

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<sup>59</sup> His name is in this case presented as "Faram" (Maria José Ferro Pimenta Ferro Tavares, *Os Judeus em Portugal...*, Vol. 1, p. 131). On the Crescente family, in Lisboa and Santarém, cf. Idem, *Os Judeus em Portugal...*, Vol. 1, p. 135.

<sup>60</sup> José Augusto da Cunha Freitas de Oliveira, "A coleção de pergaminhos do Arquivo Histórico Municipal de Almada", *Anais de Almada*, 7-8 (2004-2005), p. 47-79. Among all the names mentioned, we notice the absence of any Crespim.





Handwritten text in a medieval script, likely Hebrew or Aramaic, covering the majority of the page. The text is dense and appears to be a legal or philosophical treatise.



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