

EARLY MODERN WORKSHOP: Jewish History Resources

Volume 3: Gender, Family, and Social Structures, 2006, Wesleyan University, Middletown, CT

Marriage and Networkbuilding

Claudia Ulbrich, Freie Universität Berlin, Germany

ABSTRACT: In eastern France Jewish marriages are well documented in the eighteenth century. Following a decree by Louis XIV in 1701 that Jewish marriage contracts had to be deposited with notaries within 15 days of marriage, these documents were registered with increasing frequency in the entire French-German region. Registration became generally obligatory in that time, so that we have large amounts of documents both for Christian as for Jews. Historians have never fully analyzed these files. Jean Fleury, who was prompted by genealogical interests, surveyed the 8500 items in the Metz archive, and compiled 2021 marriage contracts from the seventeenth and eighteenth centuries that were signed before the rabbinical authorities and deposited with a royal notary. Sometimes we have the Hebrew original, more often a translation or a shortened version of the whole text either in French or in German. The same applies to Alsace: More than 5000 Jewish marriage contracts and last wills have been deposited with royal notaries.

This presentation is for the following text(s):

- Marriage Contract Between Abraham Jacob and Sara Kassell

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Introduction to Marriage Contract Between Abraham Jacob and Sara Kassel

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In eastern France Jewish marriages are well documented in the eighteenth century. Following a decree by Louis XIV in 1701 that Jewish marriage contracts had to be deposited with notaries within 15 days of marriage, these documents were registered with increasing frequency in the entire French-German region. Registration became generally obligatory in that time, so that we have large amounts of documents both for Christian as for Jews. Historians have never fully analyzed these files. Jean Fleury, who was prompted by genealogical interests, surveyed the 8500 items in the Metz archive, and compiled 2021 marriage contracts from the seventeenth and eighteenth centuries that were signed before the rabbinical authorities and deposited with a royal notary. Sometimes we have the Hebrew original, more often a translation or a shortened version of the whole text either in French or in German. The same applies to Alsace: More than 5000 Jewish marriage contracts and last wills have been deposited with royal notaries.

In a way, these marriage contracts are prescriptive texts; they reflect what was considered the norms. As they differ in many details, they also can be considered individual, descriptive sources. Thus, they show the wide range between the liberty of the individual and the system of social relations.

A contract of 1754 refers to the marriage between Abraham Jacob and Sara Kassel. Abraham Jacob was a rich Jew from Steinbiedersdorf, the most important Jewish village in the Imperial County of Crichingen, which was an enclave in the German part of Lorraine. He was a businessman and a purveyor to the court (Hoffaktor), who had loaned substantial amount of money to the count of Crichingen and his many officials. During his 57 years in office, he held the post of parnas in the Jewish community of Steinbiedersdorf until his appointment of chief parnas of all Jewish communities in the county of Crichingen. There is much evidence that Abraham Jacob was a wealthy, pious and tradition-bound man. He was married at least 4 times. Sara Kassel was his second wife.

Sara was the daughter of Isaak Kassel, a Frankfurt merchant whose trading connections included Holland. In 1725 she became an orphan and in 1730 she married the widower Raphael Lipmann from Bouxweiler in Alsace (county of Hanau Lichtenberg and belonging to France since the late 17th c.). In Raphael Lipman she not only married a successful merchant but also an active representative of the Jewish community. He had a library of 75 books, which suggests that he valued learning and erudition. Sara brought a dowry of 2300 florins into the marriage, lived together with her husband for 20 years and had at least two children: Keile and Bernard. When Raphael Lipman died in 1750 his business were not doing well. The debt exceeded the active capital and so she decided not to accept the inheritance.

When Sara Kassell remarried in 1754 after four years of widowhood it was probably a well-considered decision. The circumstance that she could retain a substantial part of her property (Aussteuer), despite the financial ruin of her late husband, gave her a certain amount of choice. In spite of everything she was a well-off widow, for whom finding a new partner must not have been very difficult. She looked for him not among the circles of her deceased husband, but decided to leave the region and settled in Steinbiedersdorf in the County of Crichingen, around 70 km northwest from Bouxweiler (belonging to the Holy Empire and not to France).

Sara Kassell apparently made a good match. By remarrying she not only increased her own wealth but also opened up business connections to her son, Bernhard, from her first marriage. Bernard Lipmann became a rich and important man. He married the daughter of the parnas of Crichingen and followed his stepfather as parnas of Steinbiedersdorf. In 1775 he was among the few Jewish homeowners of the community.

The marriage contract stipulated that Sara would receive her dowry back in the case that Abraham died. She would also get a portion of any property they might earn during their marriage (250 fl). Sara would also have a claim to all the gifts that Abraham had already given her or would give her in the future. In the case that Sara died first, her children from the first marriage would receive the larger portion of her dowry. Should Abraham and Sara have children of their own, these children would also receive a portion.

At first glance the contract seems to favor Abraham Jacob. There is almost no reference to his obligations, what he had to give. The contract aims to secure that Sara gets only a controlled portion of Abrahams' property. This illuminates the risk that the property might fall into the hands of the wife or her relatives. Nothing is said what happens with Abrahams property after his death.

On closer inspection, however, Sara's capacity to defend her own interests becomes visible. When Raphael Lipman died in 1750, an inventory of his property was made. Sara claimed her dowry with success. The creditors had no chance to get a part of this.

Sara was convinced that she could claim more (ehelicher Zugewinn), but she didn't get it. That's why she auctioned two places in the synagogue and a Hebrew book to get her money. She was sued for having embezzled property of her husband. But this had no effect. By moving from Bouxviller to Steinbiedersdorf and marrying Abraham Jacob she protected her dowry and the gain. Raphael's creditors tried for more than 14 years to get their money back. Sara could benefit from her bad experience and make a better contract than in her first marriage, as suggested by her claim to all the gifts that Abraham gave her at any time.

The marriage contract between Sara Kassel and Abraham Jacob is an excellent example of the economic aspects of marriage and of the agency of women (widows and wives) in early Modern Jewish society. In Jewish society dowry served as an important means to transfer of property. It was, perhaps, even more than in Christian society, because Jews had less immovable property. The goods acquired during marriages were often disputed. The discrimination against women in written laws was often balanced in practice by means of other, individual contracts.

Literature:

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Ehekontrakt zwischen Abraham Jakob und Sara Kassell

**Marriage Contract Between Abraham Jacob and Sara Kassell
Abraham Jacob, November 25, 1754**

Prepared by Claudia Ulbrich, Freie Universität Berlin, Germany

Be it announced and known to each and every person, who has a need to know, that today, the 25th of November 1754, there appeared before the undersigned clerk of the [most noble] county of Criechingen in their own persons together and in the presence of the undersigned, trustworthy witnesses the right honorable Abraham Jacob, Representative of the protected Jews, resident in Steinbiedersdorf, on the one hand, and Sara Kassell, the legitimate daughter of Isaac Kassell, when he was still alive resident in the city of Frankfurt, on the other hand, with the support of many Jews. Which both Abraham Jacob and Sara Kassell promise together on this date and according to their faith and law, that of Moses and Israel, such as among the Jews is usual, and are on this date wed in the aforementioned Steinbiedersdorf as bride and groom with an engagement ring according to Jewish ceremony, say and declare herewith to contract the future contract in both their names, the exchange articles of the [exchange] matrimonial pact as follows: 1) that Sara Kassell has given to Abraham Jacob, representative of the Jews as marriage property in cash the sum of 900 French talers, that is 2700 French livres, and what is more, 2) her clothing, jewelry in pearls and diamonds such as she wears on her body, as well as 3) a hanging curtain (parokhet) and a horizontal top piece (kapporet) for the ark (altar of Moses?), which should be put to use here in the synagogue of Steinbiedersdorf as well as a Torah mantle [cover for the aforementioned table of Moses) all three pieces were embroidered in gold and silver, which three pieces will then remain in the synagogue here for as long as she lives in Steinbiedersdorf as then, 4) is here agreed and reserved that should he, Abraham Jacob, Representative (parnas) of the Jews, decease and die before her, Sara Kassell, so is Sara entitled to receive all her money to the sum of 900 French Taler, her clothing and jewelry, made of pearls and diamonds along with the engagement rink and the curtain and other two pieces from the synagogue, as well as an augmentation that runs to 200

French talers in sum eleven hundred French talers, that is 3 300 French livres and no less than all the gifts that she received from the aforementioned Abraham up to this day and such gifts as she receives from this day forth she, Sara Kassel is obliged and required to deliver and certify a list of all the things he, the aforementioned Jacob gave to her, freely and forthrightly to deduct all the items mentioned above, without the least derogation as then, 5) in the event that she, Sara Kassel deceases and dies before Abraham Jacob, her heirs are entitled to no more than the aforementioned sum of 700 French taler, that is 21 [sic!!] French livres, as well as her accompanying clothing and jewelry in pearls and diamonds, the engagement ring, the three pieces in the synagogue and the gifts as mentioned above from today's date without any exception, whereas the future gifts require the written declaration of what he gives her so that, finally, 6) in the case that Sara Kassel should be blessed with children and heirs and gives birth to children, they shall be recognized as her legal heirs along with those of her first [marriage] to all her property as in the above specified articles of this contract of marriage contracted promise, to hold knowingly to these from article to article and word to word without the least derogation and retraction by obligation of all her other moveable and immoveable property and renounced – done at Steinbiedersdorf in the presence of Nicolas Lorraine smith and [Schöffe lay assessor?] and Peter Bommersbach, both present as witness, who have signed after the reading of this entire contract on the day and year as given above and the 11th day of Kiblew in der Klain over 515 after the Jewish ceremony, thus in the Hebrew documents are signed by me the undersigned clerk, and paraphrased – For the Jews are the witnessing Moses Neumark, cantor at Steinbiedersdorf, and Aaron Heym from Hamburg at present in Steinbiedersdorf after which they also signed on the day and year as above

Abraham Jacob

הקצין אברהם שטיינבירשדורף

שרה בת כהרר מיקאסיל (?) ז"ל

Sara Kassel

Mayergoldschmid as legal advisor

Nicolas Lorraine lay assessor as witness

Peter Bommersbach witness

משה בן כ"ה אייזק נייא מרק ז"ל שץ ונאמן משטיין בידרש דארף עד

Moyser Neumark

Ahron Heym from Hamburg

ה"ק אהרן לא"א כהר"ר חיים י"צ מהמבורג עד

D. Barell Tabellion

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Kundt und zu wissen seye jedermann mäniglich wer es zu wissen vonnöthen, dass heut dato den 25. November 1754 vor dem unterschriebenen Tabellion der hoch gräfflichen graffschaft Crichingen seint in eigenen persohnen erschinen und zugegen gestanden gegenwarth uns unten gemelten glaubwürdigen und unterschriebenen gezeugen der wohlerbar Abraham Jacob Schutz-Juden Vorsteher wohnhafftig zu Steinbiedersdorf ein seits wie auch Sara Kassell eheliche Tochter des Isaac Kassell, zue Lebzeiten wonhafftig in der Statt Franckfort anderseits mit beystandt vieller Judenschaft; welche beyde Abraham Jacob und Sara Kassell sich versprochen zusammen auf obige dato und gleich auf ihren glauben und gesetz dess Moises und Israels wie unter ihnen der Judenschafft gebräuchlich, und seint heut dato hochzeither und hochzeitherin mit dem trau rink vermählet worden in dem gemeldeten Steinbiedersdorf nach denen jüdischen seremonialia, sagent und declarierent hiermit die zu künfftige Contrate zu contractieren in ihren beyden Nahmen die articulen des vergleichs patcionnes matrimoniales aufgericht wie hernach specificieret als folget: so dan 1mo bringet und hat gegeben die Sara Kassell ihm Judenvosther dem Abraham Jacob zu heyrats gutt und an baarem vorgeschossenem geld die summa neun hundert thaller französische Währung, thuet siebenund zwanzig hundert livres französische Währung wie nicht weniger 2. ihre kleidungen, quasturen geschmuck bestehet in perellen und diamanten so sie an ihrem leib traget, wie auch 3. ein vorhang und robelitt vor der Tabell Moises, welches allhier zu Steinbidersdorf in der Sinagoge solle appliciret werden wie auch ein kleidt vor die gedachte tabell moyses alle drey stücker mit gold und silber gesticket und brodiert welche gemelte drey stücker in der allhier sinagoge sollen pleiben so lang sie in steinbiedersdorf wonen bleibt(?) wie dann 4. ist alhier contratiert und vorbehalten, wan wofehren er Judenvorsteher Abraham Jacob vor ihr Sara Kassell thätt das ewigen ingeen und mit tott abgehen , so ist Sara berechtiget alle ihr zugebrachtes Geld der

summe der neun hundert Thaler französische Währung, ihr zugebrachte kleidungen, quasturen, bestehend in Perlen und Diamanten mit dem trau rink und dem anhang, wie die ander zwei stück in der dasige sinagoge alles wie oben gemeltt abzuholen , nebst die augmentation so sich beläuft ad zwey hundert thaller frantzösische Währung thuet zusammen ölf hundert thaller thuet drey tausend und drey hundert livres frantzösische währung wie nicht weniger alle schangasung so sie empfangen vom ge abraham jacob biß auf heut dato und die jenige Schangasung in künftig ist sie Sara Kassell verobligieret eine schriftt von ge Jacob zu liefern und zu weißten, was er ir gegeben hatt alles wie oben gemeltdt frey und frank abzunehmen ohne einige derogierung wie dann nicht weniger 5. wan und wofehren sie Sara Kassell vor dem Abraham Jacob thätte mit tott abgehen, so seint ihr hinterlassene Erben nicht mehr berechtigt abzunehmen von der vohr gemeldte Summa als siebenhundert thaller französische thuet einunzwanzig livres französischer Währung und ihr zugebracht kleidungen, geschmeit an perlen , diamanten trau rink , die drei stück in der sinagog und schangasung alles wie obengenannt von heut dato ohne einige exception hingegen die zukünftigen schangasung die schriftliche ausweisung, was er ir annoch gegeben hätte so dann letztl. 6. wann und wofehrne die Sara Kassell annoch thäte mit leibsfruchten und erben gesegnet werden, und kinder möchte bekommen, sie auch als rechtmäßig erben an ihr sein sollten wie die erste an alle ihr vermögen de also seint diese hieroben specificierte articulen dieses contract de mariage contratiret versprechung diesem von articul zu articul von wort zu wort wislich demnach zukommen ohne einige derogierung und unwiderrufflich zu halten wie vor her specificierte bey obligation aller ihr andern mobilia und vermögen, und renunciertet – geschehen zu Steinbiedersdorf gegenwarth Nicolas Lorraine Schmid und Schöffen und Peter Bommersbach ... allhier beyde als zeugen welche sich nach dem dises vorgelesen sämbtlich contracten demnach unterschrieben die et anno ut supra und den ölfften tag monath Kiblew in der Klain ueber fünf (tausend)hundertfünzehen nach des jüdischen seremonilia , also seind durch mich unterschriebenen tabellion die ihrige hebräisch schriftten unterschrieben , und paraphiert nebst auch der Juden Seithend seint die gezeugen Moises Neumark, Vorsinger zu Steinbiedersdorf und Ahron Heym von Hamburg anietzo in Steinbiedersdorf demnach auch solches unterschrieben die et anno ut supr

Abraham Jacob

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