

89 PER 1137
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אני מודה לך על כל מה שאת עושה בשבילי
ועל כל המאמץ והתשוקה שלך.

6. Figure 1.28 shows the following data for a system of two particles. The particles are initially at rest and are released from rest. The particles are released from rest. The particles are released from rest.

30. 25. 2021. 12. 30. 12. 30. 12. 30.

[KΛ]3N 6K602/ 72/100

The gist of my comment is ~~now~~ that stimulated
Against his back program
that the ~~payments~~ ^{intended} by the old law will be made ~~by~~ ^{by the estate} his
estate by the executor's husband, while the half of the loss
applied to will be reported as property of the new owner.
18 May 1959

1. Handwritten text in Hebrew
Main text: Handwritten text in Hebrew

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a) grand at the time because prominent criminal leader
to a lot of things during the 30s. But by 1934, see MJ 1169, i.e. almost a hundred years before
his death, our expecting mother must have been not too
young. It seems indeed that she too had been married
at least once before. However she could not have been
old to go to be with a boy who was ^{not} married
to her, the ~~mother~~ ^{man}.

- CB) Needy people who do not collect alone in public
- c) Hebrew names which became a title, e.g. ~~the~~ ^{almost} attached
to the person almost like a name.

Agreement Between a Woman About to Give Birth, Her Husband
and Her Mother

Cairo, September-October 1157

PER

~~Vienna, Ershersog Rainer Collection, Feb. 89~~

(The background of this rather complicated document may be reconstructed as follows: The woman's husband had children from a previous marriage, and she was, therefore, particularly eager to safeguard the future of the child she was expecting. This had already been done to a large extent in her marriage contract, where it was stipulated that the dowry which she brought, as well as all payments due to her, would go to her children, to the exclusion of other heirs of her husband. In addition, she now wants half of a house, given by her to her mother prior to her marriage, to revert to her future child. The other half belonged to her, and both she and her husband were eager that the whole should become the property of the expected newborn. The old lady, however, had earmarked sixty per cent of her share for her brother and nieces and forty per cent for charitable purposes. In view of this, our document stipulates that the gifts intended by the old woman will be made by her son-in-law in cash after her death, while the half of the house referred to will be registered as property of the newborn.

The document should be understood in its historical context. The expecting mother belonged to one of the leading families of her community, as her grandfather was the "Head of the congregations" Mavōrākḥ, a man

prominent in the politics of the community about the middle of the eleventh century (cf. MJ I, pp. 146-7). On the other hand, her uncle, the judge Nathan b. Solomon, signatory of many documents in Fustat during the years 1122-1148, was a refugee from Palestine, which was occupied at that time by the Crusaders.^{a)} It stands to reason that her mother, too, had come from Palestine and ha^d, therefore, no possessions of her own in Cairo. This explains why she was given, in her old age, one-half of a house by her daughter, who had inherited or received it as a gift from her father's family, or perhaps from a former husband. For one gets the impression from our document that the expecting mother was a fully mature, resolute woman, and not too young any more herself. This tallies well with the fact that her grandfather already appears as an influential man in a letter dated 1039, almost a full hundred years before our document was written.^{b)}

We, the undersigned, know the following for certain and bear witness to it. We called on Sheikh Abu 'l-Faraj, M. and R. Yeshū^oā, the elder, son of M. and R. Judah, the honorable elder - m(ay he rest in) E(den), known as "the son of the sparrow,"^{c)} in the presense of his wife Sitt al-Ahl,^{d)} the daughter of our Teacher Zadok, m.E., son of M. and R. Nevōrākh, the Head of the Communities, m.E., who said to us:

"I am a woman about to give birth, and I do not know what will happen

to me. I have made an agreement with my husband, which I would like to be written down in a document, so that none of us can annul or renounce it. We agreed that I should buy for him, from my mother, half of the house which I gave her as a gift before I married him, and ask her to sell it to him for a hundred dinars, forty of which will be given to the ^{respectfully (Ct.)} hidden ^{poor} of Cairo and Fustat, fifteen to the three daughters of my maternal aunt, five dinars to each of them, and the rest of the hundred dinars, which is forty dinars, ^s shall belong to my maternal uncle, the Häver, our Teacher Nathan ha-Kohen, member^f of the Great Court - may his Ro(ok preserve him) - to do whatever he likes with it, ~~no one~~ having any right to interfere or to have ^a voice in the matter.

All this will be done in the event that I have a child from this husband of mine, and that the child will be alive at the time of the purchase of the half of that house, which I promised to acquire from my mother after her death, ¹ and on condition that my husband registers it for the child - whether male or female - in addition to everything else due to the child on the basis of my marriage contract, to the exclusion of his children, who are not from me, and of anyone else."

The elder Abu 'l-Faraj agreed to this and undertook to fulfil her stipulations.

^{she brought in}
Then her mother, called Hasana, ⁸ daughter of our teacher Solomon
¹
ha-Kohen - o(f blessed) m(emory) - ~~came in~~ and she informed her of the

agreement made between her and her husband and asked her to sell him the half of the house, of which she had made her a gift before her marriage, for one hundred dinars, the purchase to become into effect after her death, on condition, etc.^{h)}

Finally, when the elder Abu 'l-Faraj had accepted all these conditions and undertaken to carry them out, the above mentioned Hasana sold him the complete half of the house which had been given to her on condition, etc.ⁱ⁾ and on condition that he pay the price of the house in cash, not in installments and without asking for respite, that is to say, sixty to the three daughters of her maternal aunt and to her maternal uncle, the Hāwār, while the remaining forty will be paid in ⁱⁿ installments to the poor, two dinars per month.

(The document reiterates that the purchase will be valid only if the child survives, and concludes with the usual reference that the symbolic purchase necessary for validating any transaction had been made in the correct form. The date given is: Tishri 1449 of the era of the documents in al-Ma'issiyā al-Qāhira, the official name of Cairo at that time. The lower part of the sheet which contained the signatures is cut away. The document is in the handwriting of the famous scribe Halfōn b. Manasse ha-Levi (cf. p.).

Notes

- a) Details about him in the present writer's Introduction to the Study of the Cairo Geniza Documents (in preparation).
- b) Cf. MJ II, p. 169, Note 1, where 1037 is a misprint for 1039. The father of the lady, Zadoq^k, appears in various undated Geniza fragments which were written by scribes who flourished shortly before or after 1100.
- c) This sobriquet was borne by the father, Judah, as is proved by ms. T.-S. 12-94, line 4, which deals with another son of his, Moses. The word "sparrow" (in the feminine) has no article which suggests that the sobriquet had become a family name: ben ʿusfūra ("sparrow-son").
- d) "The mistress of the family."
- e) Needy people of good family, who do not accept alms in public.
- f) Hebrew *ḥāṣēr*, serving almost as a proper name of the person bearing it (see below and p.).
- g) "The fair," the female equivalent of *ḥasan*, but not at all as common as the latter.
- h) The conditions and stipulations are repeated here in full.
- i) See Note ^hg.

Comments

1. Text: ba°d °ainihā, later on twice: ba°d bayāt °ainihā, "after her substance," or "after the life of her substance (has ceased)."

- 1 אלדי בעלטה אני תהוטי מטה ונחקה ונשחך בה אנא חזרנא ענד אלטיך אבו אלפרג כדו"ר ישועה הזקן
- 2 בר סרור יהודה הזקן הנכבד נ"ע ידיע בן עמרמה וחצרה זוגהה סה אלאהל בה רבנ צדון נע בר(סרור
- 3 סבורך ראש הקהלות נ"ע וקאלה לנא אעלכו אנני אמראה מקרבה ללולאדה קמא אעלם מא יכון 4 מני
- ועד הקרר ביני ובין זוגי הקריר ואנא אשהתי יכתב ביננא בה שטח אחי לא יקצר אחדנא יחיד
- 5 ענה ו א יעוד ען סי מנה ידאך אנני אועדה אנני אשתרי לב מן זאלדתי נאך אלתי כנת 6 כתבהה
- להא סנהה קבל אחצאלי אליה וסאלהא חביעה לה במאיה דינאר, מנהא ארבעין דינ" הכון 7 ללעניים
- אלמסותריין אלתי באלקאהרה ימצר יכמסה עשר דינ" לבנאה כאלתי אלחל(א)תה, לכל ואודה
- 8 מנהס כמסה דנאניר ונא יבקא מן אלמאיה דינ" יהו כמסה ואבעי דינ" תכון לכאלי אלחבר רבנא
- 9 נמן הכהן החבר בסנהודרין גדולה ישגי יפעל פיהא מא יראה לא יכון לאחד עליה מ' דלך אחראין
- 10 ולא נטר ודלך גמיעה יכון מנא בחיה יכון לי מן זוגי דינ" ילד מ' קד אליהא פי יקח צוהה ביע
- 11 הוא אלנאך דאר אלדי אועדה באן אשתריה לה מן זאלדתי בעד עינהא ובחיה איצא יכתב דלך
- וזאלולד 12 אלדי יכון לי מנה מע גמיע מא הו ליא מן גמיע מא תהיה כחובתי כאן אלולד דבר או אנני
- ולא יעדל 13 בטי מן(דלד אלי) אולאדה אלדי ליס מני אלה לגירהם ווקע אלרצא מן אלטיך אבו אלפרג
- זוגהא 14 דלך ואלהזם בה יקבלה עלי נפסה יענד דלך אחצרה ואלדחהה הנקראה חסנה בה רבנה שלמה
- 15 הכהן ז"ל אעלם.הא גמיע מא הקרר ביננא ובין זוגהא וסאלחהא אן חביעה נאך אלדאר אלד" כתבהה
- 16 להא סנהה קבל זי"בהא יה במאיה דינ" בעד חיהא עינהא בשדס אן יכון אלולד אלד" מ' האכל בה
- 17 מ' קיד אל חיהא בעד עינהא ובשרט אן יכתב לה איצא גמיע מא חחוייה כחובתהא ונא הו 18 כארו
- ענהא פאן יכון ענד דלך אלכיע צוהיה מ' דלך אלוקה ומנא פלמא קבל דלך אלטיך 19 אבו אלרצא ונאדסה
- עלה נפסה ואלהזם בה חייניד אבאעהה חסנה הנזכרה גמיע אלנאך דאר 20 אלמדכור אלסוהב. להא כסחנה מן
- אבנהא במאיה דיני בעד חיהא עינהא 21 בחיה חצה גמיע אלסדיט אלמדכורה מנה ולא ינקק סי
- מנהא ידלך אן יכון אל מולוד אלדי לה 22 מן בנחהא יעיס דלך אלוקה ויכתב לה אלנאך דאר יבמיע
- מא הו לזאלדהה פי כחובתהא 23 ונאב ענהא מנבי פרוטה ולעילא יבחיה יקום באלמאיה דינ" חמן
- אלנאך דאר נקד מן גיר 24 תקטיט ולא מדאפעה מן דלך סחין לחלהא כאלא ולכאלהא אלחבר יסצו
- וזלרבעין אל 25 באקיה מן דלך יקום בהא ללעניים מקססה דינאין כל סהם ובחיה איצ"א לא יצה הדא
- 26 איביע אלא ענד ופאה אלכאיעה בעד אן יכון לאבנהא ילד יעיס פי דלך אלוקה ויכון קד 27 תבה
- לה מן זאלדה גמיע אל שרוס אלד" קד תקרט דכרהא ואד לס יכון הם דלך אליקה 28 ילד לא יצה ביע

ולא ילזם פי שי מנה מלזם, ואקנינא מן במיעהם עלי דלך קנין גמור 29 המור בכלי הכסף לקנות

בו סעכטיו בביטול כל מודעין וחנאין ודלך פ' חדש תשרי 30 שנת א ת מ ס למנין שטרות

באלכעזיה אלקאהויה

הסכוכה לפטאט מדנא