

"Ban in General Terms," Adjudicated in Court on February 5, 1028
and Pronounced a Week Later

T.-S. 8 J 4, f. 3, p. b

(About the meaning and procedure of this most important legal instrument, see above, p. . A week was left between the adjudication of the ban and its pronouncement in order to give the parties time to come to terms with each other. Likewise, there is no doubt that the case had been treated in one or more previous meetings of the court, most probably recorded on a preceding page, which has not been preserved. This explains why the names are given in an incomplete form.)

On Monday, the sixth of Adar I in the year 1339 of the (era of the) documents, there appeared before the Court in the synagogue of the Jerusalemites in Fustat Yeshū^oā, with the by-name Abu 'l-Khair, and claimed from M. Obadiah seven dinars, which he said the latter owed him, as M. Obadiah has received them from him. When asked to produce proof, M. Yeshū^oā declared that he had renounced any proof in this claim,^{a)} but requested (to be granted the exercise of) the religious duty in this matter.¹

Upon this, the court allowed him to pronounce a ban in general terms in the presence of M. Obadiah.

Furthermore, M. Yeshū^oā said that he had paid twenty-four dinars for the benefit of M. Obadiah and that the latter owed him these. When asked, M. Obadiah declared: "I know nothing about this claim." Then

M. Yeshu^{ca} was asked whether he had witnesses for what he had said. He declared: "Even if I had a proof, I renounce it herewith," and requested (to be granted the exercise of) the religious duty.

Upon this, a transferred oath² was granted him, in addition to the ban.

(No signatures. Continued in smaller letters on the space left between this item and another, recorded on the same day.)

Consequently, on Monday, the thirteenth³ of Adar I of the above mentioned year, they appeared and M. Yeshu^{ca} pronounced the ban in the way explained above, whereupon he formally undertook to renounce any claim against his opponent.

(Three signatures, the last being that of the scribe)

Notes

- a) Before being granted the right to pronounce "a ban in general terms," the claimant had to declare that he did not have sufficient proof to implicate the defendant (see p.).

Comments

1. Text: waltamasa 'l-wājib fīhi fa'awjaba lahu bēt-dīn (Hebr.) an yr̥m (scribal error for yr̥m, an Arab verb, derived from Hebr. ḥērem, ban) lahu ḥērem sethām (Hebr.).
2. Text: gilgūl shevū^cā (Hebr.), i.e. an oath transferred from one litigant to the other, in this case from the accused to the claimant. The legal formalities implied here are somewhat complicated, because only a disclaimer of a part of a debt is charged according to Jewish law with an oath. However, as said in the Introduction to this record, the full case certainly was reported in a page not preserved.
3. The manuscript seems to have twelfth. We, too, sometimes write the date of the preceding day in error.

Release after the pronouncement
of a ban Courts - Procedure

"Ban in General Terms," Adjudicated in Court on February 5, 1028

and Pronounced a Week Later in the Presence of the Person
accused.

T.-S. 8 J 4, f. 3, p. b

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- a) Before being granted the right to pronounce "a ban in general terms," the claimant had to declare that he did not have sufficient proof to implicate the defendant (see p.).

Comments

1. Text: waltanasa 'l-wājib fīhi ~~awjaba~~ lahu bēt-dīn (Hebr.) an yṛḥm (scribal error for yḥm, an Arab verb, derived from Hebr. ḥārem, ban) lahu ḥārem sethām (Hebr.).
2. Text: gilgūl shevū^o (Hebr.), i.e. an oath transferred from one litigant to the other, in this case from the accused to the claimant. The legal formalities implied here are somewhat complicated, because only a disclaimer of a part of a debt is charged according to Jewish law with an oath. However, as said in the introduction to this record, the full case certainly was reported in a page not preserved.
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