

Similar agreement for
private buildings
Public Buildings

365

Lease of Public Property After an Earthquake for the Purpose
of Reconstruction

Ramle, Palestine, Autumn 1038

(In Hebrew)

UIC Ms. Add 3358

Text in ATaS, p. 28

(Almost five years had passed since the terrible earthquake, which
~~had~~ wrecked Ramle on Thursday, December 5, 1033. Still, the elders of
the Great Synagogue in the town had to be content to lease out the ruin
of a building belonging to it for a mere token sum - and this for a
period of twenty years - in order to get it rebuilt at all. In the
town, there was also a synagogue of the Babylonians - and various syna-
gogues of Karaites - therefore, this, the main synagogue, was called
that of the Palestinians.)

Statement on^{a/} testimony given before us, we, the Court of Justice
and the witnesses signing at the bottom of this document. Thus it was:

The members of the Great Synagogue in the town of Ramle have leased
one-half of the ruin, which belongs to the synagogue of the Palestinians,
which, along with its door, is opposite the gate of the synagogue. They
have leased it to Şedāqā b. Japhet, the sesame oil maker, who is known
as son of "the Snot of the Ewe," for twenty years beginning with the
beginning of the fourth year of the septenary, which corresponds to the
year four thousand seven hundred and ninety-nine of the Creation. This

Şedāqā b. Japhet undertakes to pay one-half piece of gold every year as rent for this ruin, which will be used for the repair of the synagogue or other of its needs. The members of the synagogue agree to pay to this Şedāqā these, after twenty years, the cost of the rafters and stones, and other expenses incurred by him for the building. If the members of the synagogue consent to let this Şedāqā live in this ruin after the lapse of twenty years, they will have him pay a rent like other tenants of houses or rooms, each year according to its price. They will compute for him what will be due ~~to~~ him after those years and pay him, either by letting him stay or by paying him his expenses, after which he may take up residence wherever he wishes.

Under these conditions, the lessors take upon themselves to lease this ruin, having made the symbolic purchase from Şedāqā b. Japhet in the proper form. We have written and signed (this document) and given it to Şedāqā b. Japhet that it should be in his possession, as a right and a proof for him and against him. This is valid and confirmed.

(Nine signatures. All the names of the witnesses and their fathers are in Hebrew, with one exception: Solomon b. Fuhaid, which means "little cheetah." Only two of the signatories, the first, Abraham ha-Kohen b. Isaac, who obviously was a very influential personality (see p.), and the scribe add the designation "witness" to their names.)