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The Marriage Contracts of Portuguese Jews from Bayonne, 1721–1816: Migration, Sub-Ethnicity, Gender, and Economics

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Dedicated to Joan and Michel Mendes France in tribute of Pierre Mendes France, the founder of the Mendes France family archives.

Resumo:

Baseado em quatro contratos matrimoniais e usando uma aproximação de micro-história, este artigo examina os padrões matrimoniais entre as comunidades judias portuguesas do sudoeste de França. A persistência do sistema de dote, mesmo no código civil de casamento, permitiu a continuidade da endogamia social e étnica, mantendo a diferenciação deste grupo sub-étnico na diáspora ocidental sefardita. A pesquisa longitudinal indicia o progresso que os seus membros atingiram desde a sua chegada a Bayonne no século XVI, após a restauração da Casa de Bourbon. A entrada contínua de conversos de Portugal também contribuiu para a preservação dos padrões matrimoniais ibéricos.

Palavras-chave: Contratos matrimoniais, Bayonne, Judeus Portugueses, sub-etnicidade, sistema dotal

Abstract:

Based on four marriage contracts and using a micro-historical approach, this article examines the marriage patterns amongst the Portuguese Jewish communities in southwest France. The persistence of the dowry system even in the civil code of marriage enabled class and ethnic endogamy to continue, maintaining the distinctive existence of this sub-ethnic group in the Western Sephardic diaspora. The longitudinal research indicates the progress its members had achieved since their arrival in Bayonne in the sixteenth century following the restoration of the House of Bourbon. The continued arrival of *conversos* from Portugal also contributed to the preservation of the Iberian marriage patterns.

Key words: Marriage contracts, Bayonne, Portuguese Jews, sub-ethnicity, dowry system

Broad studies of the link between marriage and the ethnic boundaries of the *Nation Portuguese* via the dowry societies (*dotar*) for needy Western Sephardic brides in Venice, Amsterdam, and Livorno have highlighted their in-group solidarity, only those from the community—including Sephardic brides from elsewhere—being eligible for aid.¹ Miriam Bodian nonetheless distinguishes two sub-ethnic groups within the Western Sephardic diasporic centres—the Venetian “Portuguese”, who tended to assimilate into the Jewish ghetto, and the Amsterdam Portuguese, whose external environment encouraged them to maintain ethnic attitudes rooted in the Iberian experience.² Confirming this division, Moises Orfali further broadened the Italian sub-ethnic group base by looking at the *dotar* of Livorno.³

This article examines the marriage contracts of the Portuguese Jewish elite in Bayonne, whose arrival prompted the establishment of the New Christian communities in southwest Catholic France.⁴ These give us a glimpse into the turbulent world of the second-largest New Christian community in France after Bordeaux from the days when the *ketubah* preceded the notarial marriage contract through to the founding of civil marriage.

The marriage records of the Portuguese Jewish elites have formed the basis of several demographic studies. Using the *registre des mariages de la nation juive portugaise de Saint-Esprit-lès-Bayonne* to look at the age of the brides and grooms at first marriages, Gérard Nahon has investigated the tense period between 1751 and 1787, during which Portuguese immigrants integrated into the *ancien régime* and were granted royal charters.⁵ Anne Bénard-Oukhemanou has similarly looked at the marriage contracts of the Bayonne Jewish community written after the establishment of the Jewish consistory in 1801 and the dissolution of the old Jewish communal institutions.⁶ According to the late historian-archivist Jean Cavignac, the number of annual marriages in Bayonne during the eighteenth century ranged between 4 and 8.⁷

This article engages in a longitudinal qualitative comparison of four marriage contracts from the Portuguese Jewish community of Saint-Esprit, Bayonne, between 1721 and 1816—during which period the Portuguese immigrants became equal citizens within the enlightened Kingdom of the Bourbons.⁸ The four marriage contracts were all concluded and signed *au Bourg du Saint Esprit*

¹ See Elliot Horowitz, “The dowering of brides in the ghetto of Venice: Between tradition and change, ideas and reality”, *Tarbiz* 56.3 (1986), pp. 347–371 (Hebrew); Miriam Bodian, “The ‘Portuguese’ dowry societies in Venice and Amsterdam”, *Italia* 6.1–2 (1987), pp. 30–61; Moises Orfali, “The Portuguese dowry society in Livorno and the marrano diaspora”, *Studia Rosenthaliana* 35.2 (2001), pp. 143–156.

² M. Bodian, “The ‘Portuguese’ ...”, pp. 145–146. Sub-ethnicity herein refers to the Portuguese Jews’ status as a distinct ethnic group within the larger Jewish national-origin group: see I. Light, G. Sabagh, M. Bozorgmehr and C. Der-Martirosian, “Internal ethnicity in the ethnic economy”, *Ethnic and Racial Studies* 16.4 (1993), pp. 581–597; Orly C. Meron, “Sub-ethnicity and Elites: Jewish Italian Professionals and Entrepreneurs in Salonica (1881–1912)”, *Zakhor* 8 (2005), pp. 177–220.

³ Orfali, “The Portuguese dowry society ...”.

⁴ Richard Menkis, “Patriarchs and patricians: The Gradis family of eighteenth-century Bordeaux”, in *From east and west: Jews in a changing Europe, 1750–1870*, ed. F. Malino and D. Sorkin, Oxford, Basil Blackwell, 1990, pp. 11–45. For the marriage patterns of the Livornese Portuguese elite, see Francesca Trivellato, *The familiarity of strangers*, New Haven, Yale University Press, 2009, pp. 132–152.

⁵ Gérard Nahon, “Démographie des juifs portugais a Saint-Esprit-lès-Bayonne (1751–1787)”: Age au mariage, fécondité, famille”, *Bulletin de la Société des Sciences Lettres et Arts de Bayonne* 132 (1976), pp. 155–202.

⁶ Anne Bénard-Oukhemanou, *La communauté juive de Bayonne au XIX^{ème} siècle*, Anglet, Atlantica, 2001.

⁷ Jean Cavignac, “Les sépharades du sud-ouest: De la reconnaissance de leur identité juive au statut Napoléonien, 1710–1808”, in *Les Juifs et la révolution française*, ed. M. Hadas-Lebel and E. Oliel-Grausz; Louvain, Peeters, 1992, p. 143.

⁸ The data relating to the 1721 contract are drawn from the Archives Départementales Pyrénées - Atlantiques: <http://earchives.cg64.fr/> (accessed 18 January 2015). FRAD064004_3E4631_0248–255, *fonds*

proche la ville de Bayonne. Prohibited from residing within the city proper by the urban politics, the Portuguese immigrants formed the majority of the population of this outlying neighbourhood. Held in private and public archives, these marriage contracts include the names of the bride and groom, their parents' names, those of the witnesses, the date, the location, the dowry, and the way the assets would be distributed in case of separation or death. The use of a micro-historical approach allows us to examine demographic, social, legal, gender, and class dynamics of this community.

The article constitutes of four sections. The first examines the names and origin of those associated with the marriage contracts, allowing us to trace the formation and consolidation of the Portuguese immigrant community in Bayonne during the long eighteenth century. The second and third parts analyse the patterns of marriage and demographic features. The final section challenges current research, addressing the mutual influence between the legal changes in the documents and gender relations.

1. Migration and sub-ethnicity: From "New-Christian" Portuguese to French citizens

The marriage contracts introduced the brides and grooms and their parents (Table 1) and the witnesses, the latter reflecting the spouses' social milieu, primarily belonging to the *Nation*.⁹

Date	Groom	Groom's parents	Place of origin	Bride	Bride's parents	Place of origin
3 June, 1721	Joseph Henriques de Castro	Geronimo Henriques de Castro; Marie Henriques de Sola	hants [habitants] au lieu de Pin[h]el en Portugal	Ester Henriques de Castro ¹⁰	Gabriel Henriques de Castro ¹¹ Rachel Henriques de Castro	—
19 August, 1749	David Mendes Suares	Jacob Mendes Suares, ¹² <i>négociant</i> ; Esther Mendes Suares, (deceased).	—	Jud[v]icque Mattos	Gabriel de Mattos Lopes, ¹³ <i>négociant</i> ; Ms. Bigail de Mattos ¹⁴	—

du notaire Jean Cassolet, mariage de Joseph Henriques de Castro et Ester Henriques de Castro, 3 juin 1721. For those relating to the 1749 contract, see *ibid*, Fonds du notaire-urbaine Pierre Cassolet, FRAD064004_3E4655_0428–1749-1 *mariage Judith Mattos Lopes et David Mendes Suares*. For those for the 1793 contract, see AIU, Boîte 26 of the Fonds Pierre Mendès France, mariage de Rachel Mendes France et Joseph Henriques de Castro (originally housed in the Archives Départementales Pyrénées-Atlantiques, cote: 4594 3E; 1816: AIU, AP 48-Fonds Rodriguez-Ely, Boit 7, *mariage de David Daniel Rodrigues et Sara montes*; courtesy of Dr. Nicole Rodrigues-Ely, Paris). Anne Bénard-Oukhemano briefly refers to this document in *Salomon, Rebecca, Numa, Chevalier et autre Bayonnais*, Biarritz, Atlantica, 2008, p. 15. My thanks go to my doctoral student Nimrod Gaatone for his assistance in collecting these documents and instructive comments.

⁹ The term "nation" in this context signifies "religious community", "Portuguese" referring to tradition, custom, and origin rather than nationality: see Simon Schwarzfuchs, *La politique Napoléonienne envers les Juifs dans l'empire*, Paris, Honore Champion, 2010, p. 10.

¹⁰ "Ester Henriques de Castro, demoiselle aussi fille légitime et naturelle de Sieur Gabriel Henriques de Castro et de Demoiselle Rachel, du même nom".

¹¹ Gérard Nahon, *Les "nations" juives portugaises du sud-ouest de la France (1684–1791)*, Paris, Fundação Calouste Gulbenkian, 1981, pp. 54, 86, 134.

¹² For Jacob Mendes-Soarès (or Jacob Mendès-Soares), see *ibid*, pp. 136, 212, 214.

¹³ *Ibid*, pp. 134, 135, 141, 212, 376.

¹⁴ Attention, this woman is not the same as Abigail Mattos of Bidache (*ibid*, pp. 15, 451, 452).

5 August, 1793	Joseph Henriques Castro, <i>négociant</i> ¹⁵	The late Izac Henriques Castro; Rachel Henriques Ferreyra, Castro's widow	Native of Bayonne; native of Portugal	Rachel Mendes France, native of Petit Gouave, ville de Saint-Domingue	Mardoché Mendes France; the late Lea Alexander Lopez	Native of district city of Bordeaux, department de la Gironde; native of the same city
1816	David Daniel Rodrigues, senior civil servant (<i>commis majeur</i>)	Aaron Rodrigues; ¹⁶ Judith Lopes-Silva, <i>rentiers</i> (persons with a private income)		Sara Montes	Rachel Rodrigues; the late Abraham Montes	

Table 1: Brides and grooms and their place of origin (Bayonne, 1716-1816)

According to the data extracted from the marriage contract of 1721, the New Christians who had settled in Saint-Esprit, Bayonne, since the middle of the sixteenth century were augmented by new Portuguese immigrants. Despite their inclination towards Judaism, these *conversos* (those of Jewish lineage who lived at least outwardly as Christians) were tolerated as *nouveaux chretiens* or *marchands portugais* in areas formerly forbidden to Jews in Catholic France due to their economic usefulness to the state in general and the expanding Atlantic port city in particular.¹⁷ When Antwerp ceased to be a sought-after destination at the beginning of the seventeenth century, waves of "Portuguese" immigrants began flowing to Bayonne, near the Spanish border.¹⁸ In contrast to their fellow *conversos* in Catholic Venice or Leghorn, these migrants could not openly Judaizing. Crossing the French border into Spain in order to trade in various commodities and services, they attended Jewish services regularly and sought to preserve the atmosphere of their homeland.¹⁹ Since they socialized and associated with their fellow expatriates, however, they also married into the local established families.

The groom—Mr. Joseph Henriques de Castro—was the legitimate and natural son of Mr. Geronimo Henriques de Castro and Ms. Marie Henriques de Sola, inhabitants of Pin[h]el in Portugal.²⁰ Strategically located on the Spain border in the central sub-region of Beira Interior Norte, this attracted many of the Jews expelled from Spain in 1492, whence they migrated to Bordeaux and Bayonne.²¹

The groom's family belonged to the scholarly elite—the physicians—which included Hector Lisboa "*docteur en médecine, le médecin de l'ordre du Bourg*".²² His father, Geronimo Henriques de Castro, and his mother's first cousin, Samuel Sola, a flax scutcher (*teilleur*), are both referred to

¹⁵ For Joseph Enriquez de Castro, see *ibid*, p. 136.

¹⁶ Aaron Rodrigues (1783) paid the same amount of capitation as *Veuve Montes* (*ibid*, pp. 98–99).

¹⁷ G. Nahon, *Les "nations" ...*, pp. 21–35; R. Menkis "Patriarchs and patricians ...", pp. 13–14.

¹⁸ M. Bodian, "The 'Portuguese' ...", pp. 54–58.

¹⁹ For the collective Jewish experience (practical means and agents) of Portuguese Jews during the 1670s, see David Graizbord, "Becoming Jewish in early modern France: Documents on Jewish community-building in seventeenth-century Bayonne and Peyrehorade", *JSH* 40.1 (2006), pp. 147–180.

²⁰ "Entre Sieur Joseph Henriques de Castro—, fils légitime et naturel de Sieur Geronimo Henriques de Castro et de demoiselle Marie Henriques de Sola habitants au lieu de Pinel en Portugal".

²¹ Cf. the Gradis family of Bordeaux: see R. Menkis, "Patriarchs and patricians ...", pp. 12–13.

²² According to the community accounts for 1736, the revenue from the wedding of dotor [sic] Lisboa's son was 30 livres (G. Nahon, *Les "nations" ...*, p. 157).

in the testament of the groom's paternal uncle, David da Fonseca Chacon.²³ Originally from Portugal, he was also a physician.²⁴

The bride, Ester Henriques de Castro, was born in Bayonne to a family who had apparently been in Saint-Esprit since at least the seventeenth century and thus regarded as of noble lineage and belonging to *les gouvernements de la Nation*.²⁵ Her father, Gabriel Henriques de Castro, was one of the leaders of the community between 1729 and 1730. Her family milieu included her elder (firstborn) brother, Izacq Henriques de Castro, who served as a *syndic* of the *Nation* between 1742 and 1743, 1745 and 1746; Jacob Pereyr[a] Brandon[am], president of the community, Anthoine Silva *l'ainé*, and Alvaro Louis, also one of the community's leaders at the time.²⁶ The names indicate that this family, whose members had arrived as part of various immigration waves, remained close knit due to intra-marriage.

The marriage contract of 1749 introduces marriage between the mercantile elites. The Portuguese Jews were already enjoying the royal charter (*Lettre patente*) granted (in 1723) by Louis XV, the King of France and Navarra, "Pour les Juifs Portugais des generalites de Bordeaux et d'Auch" at this point.²⁷ Bayonne lying within Auch, this enabled them to live overtly as Jews, clearly designating them as a migrant ethnic group: "... les Juifs des dites généralités, connus & établis en notre royaume sous le titre de Portugais, autrement nouveaux Chrétiens ..."²⁸ When this marriage contract was "concluded and finalized" in 1749, the veteran Portuguese Jews of Saint-Esprit were thus recognized as a Jewish community, possessing links with those in southwest France—Bidache, Peyrehorade, and Bordeaux.

The fathers of both bride and groom were large-scale traders, members of the Jewish community's wealthy oligarchy. Jacob Mendes Soares is referred to in the Bayonne Chambre de Commerce archives as one of the community's leaders between 1747 and 1748.²⁹ Señor Gabriel de Matos Lopes (or Gabriel de Mattos-Lopez) served as one of the three *parnasim* (community leaders) of the *Nation Juive de Saint-Esprit* between 1729 and 1730 and 1735 and 1736, also constituting one of the Jewish notables of "Kaal Kados Nephusot Jeuda de la ciudad de Bajona" in 1735.³⁰ He is also said to be one of the *anciens sindiqs* of the *Hebera*, who purchased a plot close to the royal notary in Saint-Esprit, Bayonne, in 1756.³¹

²³ Gérome Henriques de Castro (1760) is referred to in his testament: see *ibid*, p. 457.

²⁴ Samuel Sola, apparently identified with Samuel de Solla, see *ibid*, p. 457.

²⁵ "Nation" in this context signifies "religious community", "Portuguese" referring to tradition, custom, and origin rather than nationality: see Simon Schwarzfuchs, *La politique Napoléonienne envers les Juifs dans l'empire*, Paris, Honore Champion, 2010, p. 10.

²⁶ For I[Y]saac Henriquez de Castro, see G. Nahon, *Les "nations" ...*, pp. 136, 459; AIU, Boîte 26 of the Fonds Pierre Mendès France. For other members of his family, see G. Nahon, *Les "nations" ...*, pp. 212, 214 (Joseph and Abraham), p. 252 (Moyse, who served as the *gabbai* or manager of the synagogue's affairs). For Jacob Pereyr[a] Brandon/[am], apparently identified with Jacob Pereyra-Brandon, see *ibid*, pp. 53, 86, 134, 363, 423 – 425, 455. For Anthoine Silva *l'ainé*, who appears to be related to "le médecin Silva" referred to in the 1704 *Capitation de Portugais de Saint-Esprit* list, see *ibid*, p. 88. For Alvaro Louis, see *ibid*, pp. 57, 85, 133.

²⁷ *Ibid*, pp. 35–39.

²⁸ *Ibid*, p. 37.

²⁹ For Jacob Mendes-Soarès (or Jacob Mendès-Soares), see *ibid*, pp. 136, 212, 214.

³⁰ The Nation de Saint-Esprit emerged at the end of the seventeenth century, receiving status in 1752: see J. Cavignac, "Les sépharades...", pp. 145–146.

³¹ G. Nahon, *Les "nations"*, pp. 134, 135, 141, 212, 376. The *Hebera* (or *Sedaca*) in Bordeaux was the central communal body of the Jewish community of Saint-Esprit, responsible not only for providing mutual assistance but also the community's self-government. It was dominated by a wealthy oligarchy of officials called *syndics*: see Paula E. Hyman, *The Jews of modern France*, Berkeley, University of California Press, 1998, p. 4.

The milieu on the bride's side included her brother, Jacob de Mattos, and paternal uncle, David de Mattos Lopes—both traders.³² The groom's included Gabriel Pereyra Suares (first cousin of Jacob Mendes Suares), Daniel Alvares Pereyra, Jacob Fourtado Ferro (a wealthy trader), Joseph Fourtado (the brother of Abraham Furtado of Bordeaux, a leading Sephardic figure during the emancipation period), Javier de Castro Chacon, Daniel Fernandes Corchon, Izaak Silva Pereyra (*secretario del Kaal* in 1740), and other neighbours and collaborating merchants.³³

The 1793 contract—between Joseph Henriques Castro and Rachel [Felicite] Mendès France—indicates the arrival of a new wave of Portuguese Jews, returning from the French colonies in the Atlantic Rim to Bayonne. It also clearly reflects the atmosphere of the French Revolution. The date of the contract being drawn up *L'an second de la République Française, une et indivisible* referred to the Revolutionary calendar which began on 22 September, 1792, with the proclamation of the Republic, the Convention decreeing that all subsequent public documents must be dated Year I of the French Republic. The reference to the bride, groom, and others as *citoyens* signifies their new legal status as equal citizens—gained on 28 January 1790.

The groom is referred to as a (large-scale) *négociant*, native of the city and resident of the district of Dax, *département des Landes*, the legitimate son of the late Izac Henriques Castro of the same residence—and Rachel Henriques Ferreyra, widow of Castro, a native of Portugal. The bride is registered as a native of Petit Gouave, ville de Saint-Domingue, the legitimate and natural daughter of Mardoché Mendes France, native of the district city of Bordeaux, department de la Gironde, and the late Lea Alexander Lopez, native of the same city.

The groom's side is already familiar to us from the 1721 marriage contract, in which his late father, Izac Henriques [de] Castro, a Bayonnaise by birth and *syndic* of the *nation portugaise de Saint-Esprit*, appears as the bride's eldest brother. His son (the groom's brother), Moise Henriques Castro, one of the witnesses, also served as *syndic* in 1761.³⁴ Jacob Henriques de Castro, another brother of the groom, was a Jacobian activist during the Revolution.³⁵

The witnesses from the social milieu of the spouses include Rachel's older brother Mendès France ainé, her sister Rebeca Mendès France, and her sister Judith Brandam and brother-in-law, the young David Brandam. The latter was associated with the commercial networks of the Bayonnaises in the French colonies of the Atlantic Rim, thus supporting the claim for the existence of a "Jewish Atlantic endogamy" that augmented the frequent marriages between young Bayonnaises and their Portuguese compatriots in the French colonies.³⁶

According to data gleaned from Pierre Mendes France's archive, the groom was born in 1752 (dying in 1815). His sister, Abigail, also daughter of Izac, became the third wife (in 1789) of the

³² See G. Nahon, *Les "nations"*, pp. 171, 212, 214.

³³ For Pereyra, see *ibid*, pp. 249, 252, 423; for Jacob Fourtado Ferro—apparently a relation of Elie Furtado-Ferro referred to as a *syndic* of the Jewish community between 1776 and 1777—see *ibid*, pp. 139, 225. Joseph Fourtado became a member the Saint-Esprit Surveillance Committee during the Revolution, being regarded as an affluent merchant in the 1790s: see *ibid*, pp. 96, 249, 251, 415, 416; Zosa Szajkowski, *Jews and the French revolution of 1789, 1830 and 1848*, New York, Ktav, 1970, p. 450. For de Castro Chacon and Ishaq Silva-Pereira, see Nahon, *Les "nations"* pp. 162 and 287.

³⁴ AIU, Boîte 26 of the Fonds Pierre Mendès France.

³⁵ In the autumn of 1793 (L'an II), the majority of the Comité de surveillance was Jewish. Although Jews were a minority in the municipality, a Jewish mayor was elected. Jacob Castro was appointed Vice-President of the directory of the district of Dax: see Anne Zink, "Les juifs de l'Adour et la révolution", in *Les Juifs et la révolution française*, ed. M. Hadas-Lebel and E. Oliel-Grausz, Louvain, Peeters, 1992, pp. 64–67.

³⁶ Gérard Nahon, "The Portuguese Jewish nation of Saint-Esprit-Les-Bayonne: The American dimension", in *The Jews and the expansion of Europe to the West*, ed. P. Bernardini and N. Fiering, New York, Berghahn, 2001, pp. 258–260.

elder (45, born in 1744) Mardochee Mendès France, the father of our bride Rachel. The brother and sister thus married daughter and father respectively.³⁷

Rachel was the offspring of her father's second marriage, Mardochee Mendes France marrying his cousin Lea Alexander Lopes in 1770. The couple were amongst the few Portuguese Jews from Bordeaux and Bayonne representing large-scale businesses who received *lettres patentes* allowing them to settle in the French colony of San-Domingo—today Haiti—despite the *Code Noire* signed in 1683 (but only put into effect in 1685) that led to the expulsion of the Jews from most of France's possessions in the Caribbean and Guianas.³⁸ Approximately 15 years later, they returned Bordeaux in 1785, where Lea died in 1787. Although Mardochee managed to keep all his overseas properties intact before the revolution on the island in 1793, during the financial terror following the Revolution, when merchants were arrested for being "egoistical" and only released after making gifts of large sums to the Republic, he was among 75 whose names appeared on a list of those required to pay tax on their wealth. His fortune being assessed at 1,200,000 livres, he was forced to part with at least £40,000.³⁹

The 1816 marriage contract was written after the Jewish communal organization had been replaced by the consistory, the Portuguese Jews in southwest France now having a direct relationship with the state as equal citizens. In Bayonne, they were well integrated in the municipality and regional administration alike.⁴⁰ The groom—David Daniel Rodrigues—was part of this new elite of civil clerks, being the legitimate son of Aaron Rodrigues and Judith Lopes-Silva. The bride was Sara Montes, the legitimate daughter of Rachel Rodrigues and the late Abraham Montes. As cousins, the bride's and groom's social milieus partially overlapped. That on the groom's side included his brother, Abraham de Aaron Rodrigues. The bride's included, her father, a hairdresser, Tobias Montes (her brother), David Salzedo (Montes' brother-in-law), Isaac de David Rodrigues (Montes' uncle), and David de Isaac Rodrigues (Montes' cousin).⁴¹ The other signatories included Aaron Mendez (a merchant), Rodrigues Ely, A[braham], Rodrigues Ely, C. Montes, P. Salzedo, J. D. Rodrigues, David of age, Rodrigues, Aaron Mendez, Adv. Labat, and Cassolet, royal notary.

Analysis of the family ties and the social milieu of the spouses points to the fact that the community had established extended families in terms of geographic space that allow it to be identified as an ethnic group.⁴² The marriage contracts reflect the complex and protracted process it had experienced from first being branded as New Christians through to their freedom to identify openly as Jews and their assimilation into the consolidating Sephardic Jewish diaspora in southwest France and the Atlantic Rim.

³⁷ See AIU, Boîte 26 of the Fonds Pierre Mendès France; Gérard Nahon, *Homens Da Nação: Jean-Mardochee, Isaac-jean, Mardochee Mendes France "L'Americain" a Bordeaux au XVIIIe siecle*. Communication le 22 janvier 2007; cf. Mordechai Arbell, "Jewish settlements in the French colonies in the Caribbean (Martinique, Guadeloupe, Haiti, Cayenne) and the "black code", in *The Jews and the expansion of Europe to the west*, ed. P. Bernardini and N. Fiering, New York, Berghahn, 2001, pp. 305–306.

³⁸ M. Arbell "Jewish ...", pp. 287–288, 301–306; Zvi Loker, "Were there Jewish communities in Saint Domingue (Haiti)? *J SS* 45.2 (1983), pp. 135–146.

³⁹ See G. Nahon, "The Portuguese ...", p. 260. For the economic policy pursued by Jewish Jacobins following the Revolution, see Z. Szajkowski, *Jews ...*, pp. 531–533.

⁴⁰ A. Zink, "Les juifs".

⁴¹ For Tobias Montes, see G. Nahon, *Les "nations"...*, pp.249, 252, 258. For David Salzedo see *ibid*, p. 249. For David Rodrigues, see *ibid*, pp. 92, 215–217.

⁴² For the socio-biological definition of ethnic groups, see Pierre L. van den Berghe, "Ethnicity and the socio biology debate", in *Theories of race and ethnic relations*, ed. J. Rex and D. Mason, Cambridge: CUP, 1986, pp. 246–263, 261.

2. Demographic aspects: Age at first marriage and the socio-profession characters

On the eve of the French Revolution, the Jewish community of Saint-Esprit numbered around 2,500—almost half of all the Sephardi Jews in southwest France.⁴³ The age of first marriages affected fertility and, of course, the natural growth of the population. Three out of the four marriage contracts we are discussing here provide no information regarding the age of the bride or groom. Only the one from 1816 gives details in this regard (see Table 2). If we assume that note of the fact that the bride and groom—or only the latter—received parental consent for their marriage indicates that they were regarded as minors, two were adults in 1721 and two minors in 1749. In 1793, only the bride was a minor. While the 1816 contract only explicitly states that the bride was a minor (19), but the groom's age (23) suggests he was as well.⁴⁴

From the end of the sixteenth century, civil law prohibited the marriage of minors without parental consent, although Jewish law permitted it. The age of minors fluctuated, however, being 30 for boys and 25 for girls in 1579, 21 for both in 1792, and 25 for boys and 21 for girls in 1804.⁴⁵ Hereby, the state protected girls who had not reached sexual maturity from forced marriage.

	Groom's age	Bride's age	Dowry cash	Nuptial presents	Dower
1721	Adult?	Adult?	30,000 livres	Bridal clothes and furniture	—
1749	Minor?	Minor?	10,000 livres	Wedding garments, linen and jewellery to the value of 1,000 livres	2,000 livres
1793	41 (born in 1752)	Minor?	40,000 livres	Attire to the sum of 2,000 livres	A quarter of the house where the groom resides, located on Place de Liberté and worth 15,000 livres
1816	23	Minor, 19	4,000 Francs ⁴⁶	Immovable: The entire second floor; wine cellar, located on the said floor and on this day occupied by Mr. Samuel Dacosta; the front of the third floor, presently occupied by Mr. Michel Lassalle; the attic above the said third floor of the whole house located in this city overlooking the square. All estimated at 14,000 Francs; in addition to one year of full accommodation assessed in 2000 Francs.	4,000 Francs

Table 2 Demographic and financial aspect of marriage

Based on the register of l'Association Cultuelle Israélite de Bayonne, Nahon calculated the median age at first marriage for Jews in Bayonne as being relatively late in comparison to Ashkenazi Jews from Alsace during the second half of the eighteenth century (1751–1787)—27 for

⁴³ P. Hyman, *The Jews ...*, p. 4.

⁴⁴ Z. Szajkowski *Jews ...*, p. 830. For marriages entered upon without parental consent, see Gérard Nahon, *Verts paradis et gras pâturages*, Paris, Sorbonne, 2003.

⁴⁵ For the *grandes ordonnances*, see Philippe Sueur, *Histoire du droit public françaisXVe–XVIIIe siècle*, Paris, PUF, 1989, 2:95; Paul Ourliac and Jean-Louis Gazzaniga, *Histoire du droit privéfrançais*, Paris, Albin Michel, 1985, p. 297; Anne Zink, personal communication, 6 September, 2015—for which I extend my thanks.

⁴⁶ The last coins and notes of the livre currency system were issued in the Year II of the Republic (1794). In 1795, the franc (FRF) was introduced, worth 1 livre 3 deniers, the first 1 franc coin being struck in 1803.

men and 23.6 for women.⁴⁷ The nuptial behaviour of the Portuguese Jews resembled the Iberian tradition. The relentless migration from the Iberian Peninsula through the first decades of the eighteenth century regenerated these Christian patterns. Compared with their Christians neighbours of the rural parish of Bilhères d'Ossau, however, the Jewish men of Saint-Esprit married at a relatively younger age than their Christian peers—also being much older than their brides than their Christian counterparts.⁴⁸ The male age at first marriage lay well within the range of the (non-Jewish) European marriage pattern, that of Jewish Portuguese women lying in the lower range of the same scale.

The higher socio-economic background was linked to the relatively late age of marriage amongst Sephardi grooms, the sons of the great merchants only marrying “after establishing themselves as modest business successes, with the property and potential to attract suitable and profitable alliances”.⁴⁹ This is also indicated by the 1816 marriage contract: “Daniel Rodrigues allocates to himself the sum of four thousand francs which he declares having earned through his work, saved by his thrift, and which he now possesses”.⁵⁰

The professions indicated in the contracts mirror the well-known socio-professional structure of the Bayonne community. According to data extrapolated from the marriage contracts written between 1713 and 1765, 87% (76 out of 87) of the spouses declared their professions (*négociants, marchands, courtiers de change*), indicating the preservation of the traditional broad category of *marchand portugais*.⁵¹

3. The changing marriage contracts of the Bayonne *converso* elites

The marriage contracts reflect the gradual introduction of standardization and control that allowed family assets to be preserved. Analysis of the introductions of the marriage contracts enables us to trace the transformations in legal marital practice that occurred amongst the Portuguese Jews of southwest France during the turbulent long eighteenth century. Their marital—and inheritance—customs closely resembled those of their non-Jewish counterparts in the district of Dax.⁵²

Headed by the declaration “Au nom de Dieu Soit ...”, the marriage contract of 1721 was registered with the royal notary Jean Cassolet, stating that the “contract and marriage agreement has been made and finalized by the good Grace of God, and according to the customs and traditions of the people of the city of Dax, under the jurisdiction of this borough”.⁵³ Generally, the Jewish wedding ceremony preceded the notarial registration. According to the law passed in 1701 by Louis XIV covering France and Alsace, marriage contracts were to be deposited and ratified with a notary within fifteen days of the marriage in order to prevent Jewish debtors from concealing

⁴⁷ Nahon, “Démographie ...”, pp. 163–170.

⁴⁸ Ibid, pp. 163–170.

⁴⁹ R. Menkis, “Patriarchs ...”, p. 16. Cf. Jona Schekellenes, “Determinants of age at first marriage among Jews in Amsterdam, 1625–1724”, *J FH* 24.2 (1999), pp. 154–159.

⁵⁰ « ... le dit sieur [S'] David Daniel Rodrigues se constitue la somme de *quatre mille francs* qu'il déclare avoir gagné, par son travail, conservé par son économie, et maintenant possédé. All translations herein are my own.”

⁵¹ The remaining spouses included an embroiderer, physician, two pharmacists, two labourers, and five undetermined. For the data, see J. Cavignac, “Les sépharades ...”, p. 144.

⁵² See Anne Zink, “Pays et paysans gascons sous l'Ancien Régime”, PhD diss., Université Paris 1, 1985, pp. 2031–2032.

⁵³ « Pactes et accords de mariage ont de faits Dépassés conclus et arrêtés Louis le bon plaisir de Dieu le suivant leur voisin et Coutumier de la ville de Dax et usage de la juridiction du présent bourg entre... »

information regarding their dowries and financial settlements from Christian creditors.⁵⁴ As the 1721 contract states: “Mr. Joseph Henriques de Castro and Ms. Henriques de Castro, of their free will and consent ... have promised to take each other for legitimate husband and wife and be spouses by name and according to the law of marriage”.⁵⁵

Jewish marital law continued to be recognized during the first years of the French Revolution. The decree of 28 January, 1790 granting full citizenship to Sephardic Jews maintaining their former privileges, they were able to continue their religious practices—including those governing marriage. Religious marital ceremonies remained common even during the Revolution.⁵⁶ Thus, for example, in 1793 “Joseph [Henriques] Castro and Rachel Mendes France” were said to “promise and commit themselves to take each other as husband and wife and as legitimate spouses receive nuptial blessing by observing the formalities prescribed by the law of last 20 September, and that of the religion they observe”.⁵⁷

The decade between 1792 and 1802 was marked by a “legal vacuum” and “transitory vagueness”, however, during which hybrid systems of civil and religious regulation of marriage existed.⁵⁸ This period ended in 1802, when Napoleon ordered that civil marriage and divorce ceremonies must precede Jewish religious ones, a decree ratified by the Sanhedrin in 1807.⁵⁹ This transformation finds expression in the marriage contract of 1816. Following the return of the House of Bourbon and the restoration of the Church, the king and God also regained their presence in contracts: “Louis, par la grâce de Dieu, Roi de France et de Navarre”.

The 1816 contract nonetheless clearly bears the marks of civil marriage contracts: Drawn up “before the undersigned Adv. Urbain Michel Cassolet, royal notary, at the residence of the city of Saint-Esprit, the administrative center of the Peace Court, of the district of Dax, Department of Landes, and the witnesses stated below”,⁶⁰ it concluded with the statement: “We command and order all bailiffs, upon this requisition, to execute these provisions; our attorneys general and royal prosecutors of the Courts of First Instance to so confirm, to all commanders and officers of the forces of law and order to give support, which they will be legally required to do.”⁶¹

While the contract unambiguously refers to “the following manner, civil terms and conditions of the proposed marriage between Mr. David Daniel Rodrigues and said Ms. Sara Montes,”⁶²

⁵⁴ Z. Szajkowski, *Jews ...*, p. 831.

⁵⁵ « ...le Sieur Joseph Henriques de Castro et la Demoiselle Henriques de Castro, de leurs libres volontés et pour les consentements et assistance ont promis se prendre l'un à l'autres pour mary [*sic*] et femme légitimes et époux par nom et loy [*sic*] de mariage ... »

⁵⁶ *Ibid.*, pp. 832–833.

⁵⁷ « Promettent et s'obligent de se prendre pour mari et femme et légitimes epoux [époux] et dans faire impartir la bénédiction nuptiale en observant les formalités prescrites par la loi du vingt septembre dernier et celles du culte qu'ils professent. »

⁵⁸ Evelyne Oliel-Grausz, “Divorce mosaïque et législation révolutionnaire”, in *Les Juifs et la révolution française*, ed. M. Hadas-Lebel and E. Oliel-Grausz, Louvain, Peeters, 1992, pp. 81–84.

⁵⁹ Z. Szajkowski, *Jews...*, pp. 833–834; Lois Dubin, “Jewish women, marriage law, and emancipation: Civil divorce in late-eighteen-century Trieste”, *JSS* 13.2 (2007), p. 82.

⁶⁰ « Par devant Me. Urbain Michel Cassolet, notaire royal, soussigné, à la résidence de la ville de Saint-Esprit, chef-lieu du tribunal de paix, arrondissement de Dax, Département des Landes, et les témoins bas-nommés. »

⁶¹ « Mandons et ordonnons à tous huissiers, sur ce requis, de mettre ces présentes à exécution ; à nos procureurs généraux et procureurs royaux, près les tribunaux de première instance, d'y tenir la main; à tous commandants et officiers de la force publique d'y prêter main-forte; lesquels en seront, légalement, requis. »

⁶² « Les clauses et conditions civiles du mariage proposé entre le dit sieur [S^r] David Daniel Rodrigues et la dite damoiselle [D^{lle}] Sara Montes. »

Article One states: “The future spouses declare they intend to marry under the dowry system, under which they expressly submit themselves, excluding the following modifications”.⁶³ The traditional dowry system thus clearly continued and constituted part of civil code of marriages.

In 1891, a female writer explained and summarized the principles of the dowry system in France and its varied regional character. Southwest France having been occupied for a lengthy period by the Romans, it had inherited *le regime dotal*—a system of legislative dispositions governing the property of the wife within a marriage. According to this, a girl’s dowry and all the property she accrued after marriage were inalienable—i.e., could not be assigned to any other—as long as she remained married, even if both she and her husband wished to transfer to another system. Some exceptions to this nonetheless existed, including settlements upon the children, provisions for the family if they fell into want, and large repairs on real estate forming part of the dowry. Clauses could also be added by common consent, alienation of the property being allowed if the amount was determined by an agreed-upon method. Here, too, the husband had sole administration of the property included in the dowry. If and when the wife was allowed to take part of her income for personal needs and support annually, she was required to issue receipts in her own name, however.⁶⁴

4. The *régime dotal*, gender relations, and female status

The core of the marriage contract referred to the wealth brought into the marriage and future accumulated wealth and the mode of its division in case of separation or death of one of the spouses. The endowments of both spouses’ sides were anchored in the dowry system.

The total contribution of the dowries

All four contracts relate to the dowry. That of 1721 states that: “In favor and consideration of this marriage and the children begotten from this marriage by Mr. Gabriel Henriques de Castro, and the Demoiselle Rachel his wife, have set up a dowry and a contribution for the marriage to the said future wife, their only daughter, according to all paternal and maternal rights”⁶⁵

The total contribution of the dowries—cash money, nuptial presents (including household linens and clothing [the trousseau]) as well as the dower (the groom’s contribution)—indicate the socio-economic status of both sides. The dower (*tosefet*) was usually given by the groom in cash. In the 1793 contract, however, Joseph Henriques Castro allocated a quarter of its house to his bride. The total contribution of the dowries in the four contracts (see Table 2) is consistent with the contributions made by parents from the upper mercantile class indicated by Cavignac’s extended database—over 10,000 livres.⁶⁶

The largest dowry—40,000 livres, given by Mardochée Mendes France to his daughter Rachel (1793)—equalled the sum (39,000 livres) promised by David Gradis of Bordeaux to his brother

⁶³ « Les futures époux déclarent qu’ils entendent se marier sous le régime dotal, auquel ils se soumettent expressément, sauf les modifications cy-après [ci-après]. »

⁶⁴ Madame Adam, “The dowries of women in France”, *NAR* 152.410 (1891), pp. 37–46. Madame Adam was born Juliette Lambert, daughter of the physician Jean-Louis Lambert, and married the advocate Alexis La Messine. Following his death in 1867, she then married the Republican politician advocate Edmond Adam.

⁶⁵ « En faveur et contemplation du quel mariage et des enfants quy [sic] à l’aide de Dieu en seront procréés de Sieur Gabriel Henriques de Castro et la Demoiselle Rachel son épouse ont constitué en dôt [sic] et donation [sic] pour nuptias [sic] à la dite demoiselle future épouse leur fille unique pour tous droits paternels et maternels. »

⁶⁶ For the data retrieved for Bayonne, 1713–1765 relating to the total contribution of the parents distributed according to their professional sector, see *ibid*, p. 144.

Samuel upon his marriage to his (David's) daughter in the first decade of the eighteenth century.⁶⁷ The value of the Mendes France dowry can be illustrated by comparing it the assets of the wealthy Bordeaux class, the city in which Mardochée was born. It approximated the value of the silver (21,000 livres), furniture (5,359 livres), and jewellery (8,036 livres) owned by the brothers Abraham and Moise Gradis of Bordeaux in 1788.⁶⁸

The combined effect of class endogamy and large dowries not only facilitated the raising of liquid capital but also minimized the risk of large dowries putting the integrity of family patrimonies—the capital transfer to the succeeding generations—in jeopardy.⁶⁹ Despite being unrelated to production activity, dowries served as a source for raising capital for business purposes, thus playing a significant role in resolving financial issues.⁷⁰ The 1793 marriage contract hints at this situation, the bride's father being both the groom's brother and brother-in-law:

*Mendes France ... having settled and discharged a guarantee of forty thousand pounds on the one hand, and two thousand pounds on the other, for which said citizen Castro, the future husband, has expressly attached and mortgaged all and each of his present and future possessions, and especially a quarter of the house where he lives, located in front of the Place de Liberté, as well as the mortgage agreed upon between the contracting parties and by an express clause, without which the marriage would not have taken place.*⁷¹

Moise Henriques Castro, the groom's brother, also assures that he has guaranteed 15,000 out of the 42,000 pounds promised by the bride's father. The bride similarly renounced all rights and claims to which she had the right, apparently in relation to her grandfather's—citizen Isaac Mendes France, head of the household. Both the words, which do not occur in any of the other marriage contracts I have examined, and the brother-in-law's involvement must be understood in light of the financial disputes between her father, Mardochée Mendès France, and his children and sons-in-law, who sued him for the inheritance of their late mother.⁷²

The dowry endowment in 1816 included immovables. The bride's widowed mother pledged to provide the future couple and their children with accommodation in her home (in health and sickness), food, washing, heating, and light for one year—assessed at 2,000 Francs. This enabled them to marry at a younger age. Although this case was exceptional, not appearing in any of other three dowries on the bride's side, it refutes Schekellenes' sweeping premise that the younger marriage age of male Ashkenazi Jews in comparison with their Sephardi brethren was due to the fact that Ashkenazi parents were more willing than their Sephardi counterparts to provide co-residence to married sons.⁷³

⁶⁷ Cf. R. Menkis, "Patriarchs ...", p. 19.

⁶⁸ Ibid, pp. 34–35.

⁶⁹ Orly C. Meron, "The dowries of Jewish women in the Duchy of Milan (1535–1597): Economic and social aspects", *Zakhor* 2 (1998), pp. 127–137; F. Trivellato, *The familiarity of strangers*, pp. 135–136.

⁷⁰ Carlo Cipolla, *Before the industrial revolution*, New York, W. W. Norton, 1994, pp. 23–24.

⁷¹ « le citoyen Mendès France leur père et beau-père pour assurances desquelles quarante mille livres d'un côté et deux milles livres d'autre le dit citoyen Castro futur époux a expressément affecté et hipot[h]équé tous et chacun des biens présents et a reve[n]ue et spécialement le quart de la maison ou il loge sise vis-à-vis la place de la Liberté, outre laquelle hipot[h]équé il a été ...convenue et arrêté entre le parties contractantes et par clause expresse sans laquelle le mariage n'aurait pas eu lieu. »

⁷² Nahon, *Homens Da Nação...*, pp.7 -8; AIU, Boîte 26 of the Fonds Pierre Mendès France.

⁷³ J. Schekellenes, "Determinants ...", p. 160.

The dowry being considered a type of “pre-mortem inheritance”, the bride relinquished all her rights to her father’s or mother’s possessions within the marriage contract in front of the notary.⁷⁴ The 1749 contract thus states: “By which arrangement —, the future bride, has also settled with her father and mother the discharge of their paternal and maternal rights, waiving the possibility of claiming anything in the future for the stated reason thereof except for future succession if the case arises.”⁷⁵ A similar declaration occurs in four other contracts.

Partnership and responsibility

In all the contracts, the groom takes responsibility for the dowry. As the 1721 states: “He liens and mortgages immediately for the safety of the dowry and for its restitution”. At the same time, the spouses both accepted responsibility for any common assets: “They agree thereon that the one will assist the other at all hours as necessary and be in charge of any expense and damages and interest.” The 1749 contract similarly notes: “One party requests from the other, on penalty of being charged for expenses, damages and interest by the other party.” The practice related in particular to any future property the couple may have accrued during the marriage.

In 1721, the groom immediately liened and mortgaged each one of the goods owned or acquired in the future to safeguard the dowry or its restitution in the case of no offspring being born. This was in accordance with the custom of Dax or the village, the spouses declaring they are partners in — — and that the acquisitions that each one acquired during their marriage would be divided in half for the benefit of the children born of their marriage. The wording of the 1793 contract closely resembles this formulation.

The contract written in the wake of the civil marriage clearly reflects this partnership. Thus, for example, the 1816 contract stipulates: “There exists a state of partnership between the future husband and wife, and the assets of this partnership will be regulated, according to Articles 14098 and 1499 of the Civil Code”.⁷⁶

Inheritance

Membership in the privileged *Nation Portugese* in the region of Auch allowed its members to acquire, hold, and bequest as follows: “pour y vivre ... suivant leurs usages, avec la faculté d’y trafiquer & commercer, même avec pouvoir d’y acquérir & posséder toutes sortes de biens-meubles & immeubles ... avec droit de succéder”.⁷⁷ This right allowed the manner of inheritance to the children to be stipulated in the marriage contracts. The 1816 contract goes into great detail in this respect: “For the benefit of the said marriage, the said Mr. and Mrs. Rodrigues and Silva, jointly and equally allocate to their said son, the paternal and maternal rights accruing to him.”⁷⁸ In response, the widow mother of — registered in detail the immovable and movables

⁷⁴ Jack Goody, “Bridewealth and dowry in Africa and Eurasia”, in *Bridewealth and dowry*, ed. J. Goody and S.J. Tambish, London, CUP Archive, 1973, pp. 1–2, 17–21.

⁷⁵ « Au moyen de laquelle constitution — la Demoiselle future épouse acquitté aussy [aussy] la décharge des père et mère de ses droits paternels et maternels et renoncé à pouvoir rien prétendre au-delà pour raison iceux sauf future succession sy [s’y] le cas y échoyt [échoit]. »

⁷⁶ « Article-second, il y aura société d’acquêts entre les futures époux, et les effets de cette société seront réglés, ainsi que le veulent les articles quatorze cent quatre-vingt-dix-huit, et quatorze cent quatre-vingt-dix-neuf, du code civil. »

⁷⁷ G. Nahon, *Les “nations”...*, p. 37.

⁷⁸ « en faveur du dit mariage, les dits sieur et dame Rodrigues et Silva, conjoins, constituent conjointement et par moitié, à leur dit fils, ses droits paternels et maternels à échoir. »

(kitchenware, garments, and their monetary value) she bequeathed to her daughter. She also transferred the ownership of the premises (Table 2) to her daughter, the bride, “to inhabit or occupy the said premises or receive rent only as from 1 May, 1817 and upon accepting responsibility for paying for repairs and the taxes on half of the said building”. The couple’s shared responsibility for the inheritance bequeathed is characteristic of all the contracts. Thus, for example, that of 1749 states:

... the future spouses shall be partners in all assets acquired during their marriage of which each one shall dispose half his/her share while alive or deceased, and also as they see fit ... each hereby having given their necessary consent. ... by arrangement the surviving spouse will benefit from the assets[—] the future wife, if she survives the future husband, being granted 1000 pounds, and the husband, if he survives the said future wife, ... 1000 pounds, all dependent upon their parents’ consent.⁷⁹

Even prior to their attainment of equal civil rights in 1790, the French Portuguese Jews were thus able to accumulate wealth and pass it on to their descendants – to act as capitalists, in other words! This right distinguished them from non-Jewish “foreigners” on the one hand and Ashkenazi Jews in the north who were excluded from the surrounding society or the papal Jews in Avignon who continued to suffer at the hands of the Church on the other. This is also certainly true in relation to their expatriates in the Ottoman Empire, who only obtained the right to bequeath property following the *Tanzimat* reforms of 1839.⁸⁰

The Portuguese Jewish mutual-aid institutions encouraged poor migrants in Catholic France to re-appropriate their Jewish identity at a time when this was still forbidden.⁸¹ Their elites, whose few marriage contracts we have discussed above, discovered that intermarriage with this group not only helped consolidate the intra-group relations of the legal corporation of tradesmen but also afforded its members purely political and economic advantages. Belonging to the *Nation* afforded them royal protection and the legal ability to bequeath and inherit property—a right denied most foreigners in France.⁸²

Divorce

The introduction of the law of marriage and divorce was regarded as the Revolution’s greatest legal achievement, being well reflected in revolutionary iconography.

The *tables de la Loi* of the new law contain the words *liberté* (left) and *égalité* (right) and the phrase *Etat civil Loi sur les mariages et les divorces* (lower). In other words, the legislation that institutionalized civil marriage and divorce dated to 20 September, 1792. It took several months before “Republican” marriage rites developed, however. The new secular legislation embodied

⁷⁹ « Au surplus seront les futurs époux communs et associés dans leur acquets [acquêts] qu’ils fairont [feront] durant et constant leur mariage pour en disposer entrevif [entre vif] ou à cause de mort chacun de la moytié [moitié] ainsy [ainsi] que bon leur semblera, le Sieur de Mattos et le Sieur Jacob Mendes Suares, y donnant par ces présentes chacun à son égard pour consentements nécessaires. Finalement [Finalement], il est convenu que le survivant des futurs époux gagnera par forme d’agencement sur leurs biens ... la future épouse sy [s’y] elle survit les ... »

⁸⁰ Orly C. Meron, *Jewish Entrepreneurship in Salonica, 1912–1940: An Ethnic Economy in Transition*, Brighton, Sussex Academic Press, 2011.

⁸¹ M. Bodian, “The ‘Portuguese’ ...”, pp. 59–60.

⁸² See D. Graizbord, “Becoming ...”, p. 154.

within *Les Tables de la Loi* replaced the paintings and sculptures that had previously served as an integral element of church weddings.⁸³

Although the constitution of 1791 recognized marriage as a civil contract, the decree legalizing divorce was only passed in 1792. The latter reflected the shift in the locus of legal authority in a state no longer covered by the mantle of Catholicism and distributed across different corporate bodies. Divorce manifested the rule of the state directly over its citizens through a uniform legal code governing both public and private spheres. Bringing Jewish divorces before secular courts presided over by Catholics posed new challenges to the authority of the Church and autonomous Jewish community alike, reflected in a change in the basic elements of the social structure. Emancipated Jews gave up their juridical autonomy and complied with French law in all areas, including personal status. The ensuing erosion of the traditional structure of the Church's authority created room within the social fabric for the existence of religious minorities—the erosion of Jewish autonomy in turn providing new routes for integration. Only during the revolution did France overturn the Catholic prohibition against divorce and introduce completely secular civil marriage and divorce laws that applied universally to all citizens—including Jews.⁸⁴

The proclamation that the spouses were “legitimate and natural” offspring relates to the fact that more illegitimate children were being born to people whose divorce was illegal. According to Jewish law, such progeny are illegitimate (*mamzerim*), a status with far-reaching repercussions.⁸⁵ The relation to divorce in the contract is signified by the word “separation”, also being exemplified in the early distribution of shared assets. The 1816 contract does not contain the word “divorce.”

To what extent did the dowry system impacted gender relations and in particular women status? As Madame Adam—a feminist of the period—observed, this system was “very unfavorable to the husband”, suggesting “an absolute defiance of the son-in-law on the part of the bride’s parents, and presumed weakness on the bride’s part with respect to her husband”.⁸⁶

Conclusion: The preservation of the “Portuguese Jews” sub-ethnicity

This micro-historical analysis of the marriage contracts of the Portuguese Jewish elite in Bayonne evinces that at a very early stage, before the granting of full French citizenship, its members possessed a greater status than both non-Jewish foreigners in the city and their Ashkenazi coreligionists in the north of the country. Despite the community’s rapid progress towards modernity, in demographical, legal, and economical terms the marriage contracts of its elite remained as dictated by tradition even when civil marriage was introduced and the community no longer governed marriage rites. The preservation of the dowry system within the new civil system in French maintained the old endogamous patterns, not only solidifying the class boundaries within the community but also reinforcing its ethnic boundaries in relation to other Jewish groups. The blending of class and ethnic endogamy, together with the dowry system, also perpetuated traditional gender attitudes. Deals were closed with women. Although we do not hear of young women married off to older men for economic reasons in the documents we have examined, echoes of this practice resonate in the fierce criticism French feminists leveled at the great disparity between France and the liberalism of the United States.

⁸³ Renée Neher-Bernheim, “Les tables de la loi dans l’iconographie de la Revolution”, in *Les Juifs et la révolution française*, ed. M. Hadas-Lebel and E. Oliel-Grausz, Louvain, Peeters, 1992, p. 36.

⁸⁴ Suzette Blom, “Civil courts and Jewish divorce: The link to Jewish civil status in eighteenth-century France”, *JFH* 39.1 (2014), pp. 53–54; L. Dubin, “Jewish women ...”.

⁸⁵ L. Dubin, “Jewish women ...”, p. 69.

⁸⁶ M. Adam, “The dowries...”, pp. 44–45.

We may wonder whether the early fall in birth rates in nineteenth-century France in general and amongst the Jewish community of Bayonne in particular was a partial consequence of the perpetuation of dowry system, the devaluation of the franc during the nineteenth century and fall in fertility rates adding to the decrease in the number of marriages and early degeneration of the French population?⁸⁷ While the answer to this question lies beyond our present brief, we may note that at least in theoretical terms dowries remain an integral part of civil marriage law up until this day.

⁸⁷ Jean-Charles Bonnet, *Les pouvoirs publics français et l'immigration dans l'entre-deux-guerres*, Lyon: Centre d'histoire économique et sociale de la région lyonnaise, 1976). For the impact of this phenomenon on migration policy at the beginning of the twentieth century, see C. Meron *Jewish Entrepreneurship*, p.45. Following Nahon's demonstration ("Démographie ...") that the modern pattern of fertility started during the last decades of the *ancien regime*, Cavignac ("Les sépharades...", p. 143) contends that the birth rate was controlled in some way. Although this claim may be confirmed by the low birth rate (16.66 per 1000), which undoubtedly rose at the beginning of the revolution, it still has to contend with a mortality rate of over 19 per 1000. For the fall in fertility rates, see Nancy L. Green, *The Pletzl of Paris*, New York, Holmes & Meier, 1986, pp. 29–32.