JEWS IN THE PROVINCE OF POSEN

STUDIES IN THE COMMUNAL RECORDS OF THE EIGHTEENTH AND NINETEENTH CENTURIES

BY

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A THESIS SUBMITTED IN PARTIAL FULFILLMENT OF THE REQUIREMENTS FOR THE DEGREE OF DOCTOR OF PHILOSOPHY IN THE DROPSIE COLLEGE FOR HEBREW AND COGNATE LEARNING

PHILADELPHIA

THE DROPSIE COLLEGE FOR HEBREW AND COGNATE LEARNING

1939

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PRINTED IN THE UNITED STATES OF AMERICA
PRESS OF THE JEWISH PUBLICATION SOCIETY
PHILADELPHIA, PENNA.

With
best wishes
to
Faith Goodman
from
Michael M. Zarchy

TO MY DAUGHTER

DEBORAH VIVIAN ZARCHIN

PREFACE

DUE largely to the gracious advice and direction of Dr. Alexander Marx, Professor of History at the Jewish Theological Seminary of America, I became interested in the Posen manuscripts found at the Library of the Jewish Theological Seminary of America.

The publication of this work has been made possible through the stimulation, advice and encouragement of Dr. Cyrus Adler, and the financial aid of Mr. Albert Bender and Mr. Daniel Koshland, both of San Francisco.

Especial thanks I owe to Dr. Abraham A. Neuman, Professor of History at the Dropsie College, who guided me throughout this work by his countless valuable suggestions.

M. M. Z.

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PART ONE

EIGHTEENTH CENTURY

CHAPTER ONE

Introduction

The basis of the present study was a collection of manuscripts in the Library of the Jewish Theological Seminary of America, consisting of forty-two manuscripts dealing with fourteen Jewish communities in the Province of Posen and belonging to the eighteenth and nineteenth centuries. The earliest dated manuscript is 1706 and the latest 1884. The manuscripts bear no systematic arrangement, chronological, geographic, or otherwise.

The bulk of the manuscripts belongs to the nineteenth century; only five manuscripts dealing with three Jewish communities: namely, Kurnik, Krotoschin, and Schwersenz, belong to the eighteenth century. They were written in German, Hebrew, Yiddish, and Polish. In the latter two languages we find only 70 pages scattered throughout the material. The manuscripts are equally divided between the German and Hebrew languages.

The German manuscripts are all written in German script. Not infrequently the handwriting is cursive and illegible, and the language is old legal German. The Hebrew manuscripts are written in cursive Hebrew letters and the Hebrew used is rabbinic in style and ungrammatical in form and syntax. The prevailing characteristics of the Hebrew employed in these documents are unfinished sentences, misspelled words, and innumerable abbreviations. The paper of the manuscripts is in a deteriorated condition. In some, pages are missing or half-torn or moth-eaten. The German documents as a rule bear the date; the Hebrew manuscripts frequently do not.

Our collection of manuscripts bears no chronological sequence. For the sake of convenience we shall list them in alphabetical order according to the communities which they represent. The communities are: Borek, Krotoschin, Kurnik, Lissa, Mur Goslin, Neustadt am Warte, Obornik, Posen, Reysen, Rogasen, Samter, Sandberg, Santomischel, Sarne, Schwersenz.

The Borek Jewish community is represented in our collection by three manuscripts. Ms. No. 63984c, a record of the Borek synagogue ranging in date from 1825 to 1832, consists of about sixty documents written in German. It measures 13½ x 8½ inches. The second manuscript No. 63985b embraces the period from 1826 to 1829 and contains sixty-five documents written in German script. It measures 13½ x 9 inches. The third manuscript is dated 1834–1868. It consists of 190 bound pages comprising different documents in the German script and measures 14½ x 9½ inches.

A minute-book of a Burial Society is preserved by the Jewish community of Krotoschin. Ms. No. 63978 bears

the date 1777 and the title is: פנקס דחברא קדישא שייך לחברא קדישא של משמורות, תקל"ז. The manuscript consists of 4 pages of introduction and 8 pages of accounting, all in Hebrew. The register is 12½ x 8 inches.

The life of the Jewish community of Kurnik is reflected in two manuscripts. Ms. No. 63964a embraces the period from 1727 to 1772, dealing with community problems. It contains 109 pages written on one side only and measures 12½ x 7½ inches. The other manuscript, No. 63964, unusually interesting, is a minute-book of the Tailors' Union and ranges in date from 1754 to 1820. It contains 150 pages and is 12½ x 8 inches in size.

Ms. No. 63985, dated August 25, 1850, belongs to the Lissa Jewish community. It consists of only 10 pages and measures 13½ x 8½ inches.

The Jewish community of Mur Goslin is represented by one manuscript, No. 63974, which bears the date 1818. The register is written in Hebrew and consists of 143 pages, of which 101 pages are blank. The manuscript is 13 x 8 inches.

Three of the youngest manuscripts in the collection belong to the Neustadt am Warte Jewish community. A list of contributions on 15 pages is given in the back of the register. Ms. No. 63966, ranging in date from 1810 to 1863, contains 32 pages of history relating to the community. The manuscript, written in Hebrew, bears no title. It measures 13½ x 8 inches. The second Ms., No. 63967, is dated 1810 and is an accounting book of the synagogue in Neustadt am Warte, giving its contributions and disbursements. It measures 13½ x 9 inches. The third Ms., No. 63968, bears the title: זה הפנקס שייך לחברה בהמ"ד פה ק"ק ניישטאט א' ווארטע and is dated 1837 when the

Beth Hamidrash was organized. The title page is beautifully illuminated with the Ten Commandments in the form of an ark on the front page. Twenty-six *takkanot* are enumerated. There are also listed the names of the *kesherim* and *gabbaim* for the period 1837 to 1875. There are only 8 pages of written matter in the front, and 2 pages at the end listing death anniversaries. It measures 14 x 8½ inches.

The Obornik Kehillah is described in two manuscripts. Ms. No. 63986, ranging in date from 1821 to 1834, is written in the German language and consists of sixteen different documents. It measures 14½ x 8½ inches. The other Ms., No. 63969, bears the title "Debek Tob," an organization founded in 1829. It consists of 14 pages written on one side in both Hebrew and German. It is 14 x 8½ inches.

Manuscript No. 63991r, dated 1821, belongs to the Posen Jewish community and consists of seven documents written in German. It is 13 x 8½ inches.

Three manuscripts belong to the Reysen Jewish community. Ms. No. 63987b consists of 14 pages of accounts, receipts, and expenditures covering the years 1843 to 1846; it measures 13 x 8 inches. The second Ms., No. 63987a, contains a number of documents for the year 1852 and measures 13 x 8 inches. The third Ms., No. 63987c, is an accounting book for the year 1853, and gives columns for income and expenses. It contains 68 pages and twelve additional miscellaneous documents. It measures 13½ x 8½ inches.

The Rogasen Jewish community is represented in our collection by three manuscripts, ranging in date from

1834 to 1866. Ms. No. 63988a contains about 8 pages written in German script and measures 14 x 8½ inches; the second Ms., No. 63988b, comprises thirty-five documents written in the German script and is 13½ x 8½ inches; the third Ms., No. 63988c, bears the title: "Domainen zins der Corporation zu Rogasen." This manuscript consists of about two hundred and fifty documents written in German script and measures 14 x 9 inches.

The Jewish community of Samter is described in two manuscripts. Ms. No. 63989a, ranging in date from 1834 to 1853, consists of about one hundred and fifty documents written in the German script and measures 13½ x 9 inches. The other manuscript embracing the period from 1835 to 1870 contains two hundred and sixty-four documents written in German and measures 14 x 9½ inches.

Two manuscripts in our collection belong to the Sandberg Jewish community. Ms. No. 63990a covers the period 1822 to 1847 and contains 112 pages written in German. It measures 13½ x 8½ inches. The other Ms., No. 63990b, ranges in date from 1837 to 1839 and bears the title: "Acta der Israelitischen Corporation zu Sandberg." It contains 26 pages written in German script. It measures 13½ x 8½ inches.

The Santomischel Jewish community is represented by fifteen manuscripts, the largest number in our collection, ranging from 1818 to 1884. Ms. No. 63991a bears the date of May 22, 1834, and contains acts in 10 pages written in German script, and measures 13½ x 8½ inches. Ms. No. 63991b consists only of 4 pages, is marked August 23, 1830, and measures 4 x 8 inches, written in German script. Ms. No. 63991d consists of 2 pages in German script and is 12½ x 8 inches; Ms. No. 63891e contains only 2 pages in

German script and measures 13 x 8 inches; Ms. No. 63991f contains 4 pages in Hebrew and in German and has no title. It is 13½ x 8 inches. Ms. No. 63991g bears the title: "Acta der Israelitischen Corporation zu Santomischel." It consists of about thirty documents and measures 14½ x 9 inches; Ms. No. 63991h is written in German and contains 10 pages. It measures 13 x 8 inches. Ms. No. 63991i has about 20 pages of different documents written both in Hebrew and in German, bearing the title: "Acta des Herrn Rabbiner Moses Neustanfeld." It measures 14 x 8½ inches. Ms. No. 63991j contains about 20 pages and bears the title: "Name des Contribuenten." The following columns appear on the page:

Kammerei-kasse
Kommunal-kasse
Konigliche klasses steur
Gewerbe steur
Feuer kassengeld

This register measures 8 x 7 inches. Ms. No. 63991k consists of 10 pages of German and measures 13 x 8 inches. Ms. No. 63991L bears the title: "Acta der Israelitischen Corporation zu Santomischel." It consists of two שטר החלטות and receipts (*quitungen*) and measures 14½ x 9 inches. Ms. No. 63991m consists of 25 pages written in German script and is 13 x 8 inches in size. Ms. No. 63991n is written in German and contains 26 pages. Its title is: "Acta der Corporation zu Santomischel." It measures 13 x 8 inches. Ms. No. 63991p bears the title: "Acta von Corporation zu Santomischel" and contains 25 pages of written matter in German script. It measures 14 x 8½

inches. There is also found one manuscript which does not bear an accession number of the Library of the Jewish Theological Seminary of America. It bears the date of 1811, is written in Hebrew and is marked: פנקס ההוצאות בפרוטרוט מן ק"ק זאנדימעל. It measures 13½ x 8½ inches.

Ms. No. 63992a, ranging in date from 1830 to 1836, belongs to the Sarne Jewish Community. It contains but a few detached documents and measures 13½ x 8½ inches.

Two of the oldest manuscripts in this collection belong to the Schwersenz Jewish Community. Ms. No. 63972 is a register embracing the period from 1706 to 1758. It is written in Hebrew and contains 222 double pages. The manuscript measures 8 x 6 inches. The other manuscript, No. 63973, ranging in date from 1775 to 1806, contains a list of names for the משמורת and a list of new members accepted by the Burial Society. It gives the date, the name of the year, and the initiation fee. It consists of 15 pages and measures 12½ x 7 inches.

This work is divided into two parts: Part One deals with five manuscripts belonging to the eighteenth century, and Part Two covers the rest of the manuscripts and belongs to the nineteenth century. The logical line of demarcation would have been the first or last partition of Poland (1772–1795) which converted Posen into a German province and altered its political, cultural, and social complexion. But the manuscript material is of such a sporadic nature that the above line of division could not be followed with any measure of rigidity.

CHAPTER TWO

Historical Survey of the Jews in the Province of Posen during the Eighteenth and Nineteenth Centuries

During the period covered by the present study, the Province of Posen still occupied a place of central importance in the Jewish intellectual world, although like the rest of Poland it had entered the period of decline during the fateful events in the latter part of the seventeenth century. The Province of Posen, approximating the area of Great Poland prior to its severance from the Kingdom of Poland, was the home of great rabbinic academies, which produced noted Talmudists, codifiers, authors of Responsa, students of halakic and haggadic novellae. Scholars of renown, such as Solomon Luria, Mordecai Jaffe, Samuel Edels, Naphtali Cohen, and Akiba Eger, spread the fame of this center throughout the Jewish world.

Equally interesting and significant were the autonomous communal and national organizations which were developed in Poland and in which the Jews of this Province took a leading part. This development had reached its height in the sixteenth and early seventeenth centuries before it entered upon a long period of decline, ending with the formal dissolution of the Council of Four Lands in 1764, virtually on the eve of the partition of Poland in 1772. This study covering the eighteenth and nineteenth centuries throws light on the communal organization during this critical period in the history of Poland and Polish Jewry.

The history of the Jews in the Province of Posen, as in all Poland during the early part of the eighteenth century, can be understood only on the background of a series of tragic events which commenced with the Cossack up-

rising in the middle of the seventeenth century. The Chmelnicki massacres of 1648–1658 and the Russian and Swedish invasions in Poland in 1656 brought untold suffering to the Jews in the Province, particularly to the Krotoschin Jewish community. Thousands of Jews were killed in the massacres perpetrated by the Cossacks, Swedes, and Russians. Jewish property was looted freely. For a time, at least, it seemed as if Jewish life in Poland was doomed to destruction. However, after the wave of persecutions and pogroms subsided, the Jews commenced once more to repopulate the abandoned communities and the communal life was resumed on its old basis in the Province. Nevertheless, the communities were so greatly impoverished and economically exhausted that they even had to resort to loans from convents, churches, and the Roman Catholic clergy. The indebtedness of the Jewish community of Posen alone, the capital of the Province, to such organizations amounted to 947,546 gulden and 19 groschen in 1774.[1]

The present study brings into special prominence the communities of Krotoschin, Kurnik, Obornik, Santomischel, Borek, Rogasen, and Schwersenz, important communities of the Province and typical in their organization and communal administration of the other communities. Krotoschin was called, in a document of 1774, "an important community with many sages and men learned in the Law." In the eighteenth century there were 1,800 Jews living in that city, constituting the third largest Jewish community in the Province of Posen.[2]

As for the communal and social life of the Jews, it continued to center around the Kehillah organization. This

[1] Joseph Perles, *Geschichte der Juden in Posen*, Breslau, 1865, p. 10

[2] Josef Meisl, *Geschichte der Juden in Polen und Russland*, Berlin 1924, vol. I, pp. 36–40.

organization assumed the responsibility for the Jewish community and represented it in all civic, economic, and judicial matters. These individual Kehillahs formed a provincial Waad which had general jurisdiction over the manner in which the taxes were to be raised and collected and over all such matters as affected the Province as a whole. The provincial Waad in turn formed the basis for the Council of Four Lands which had jurisdiction over the assignment of taxes to the respective provinces and interprovincial relations.

However, the individual Kehillah was the important unit. The Kehillah in those communities of which we have made a special study, as well as in the rest of the Province, was governed by a Board of *kesherim*, usually consisting of five members, and those designated as *parnasim*, *neemanim*, and *gabbaim*. Upon the shoulders of these officers rested the enforcement of the *takkanot* and execution of the Kehillah affairs. They protected the members of the community economically against outside competition and influence. They chartered and regulated economic guilds within the community and supervised their management in the interests of the entire community. Incidentally, it may be observed that of all economic occupations, it was the needle trade which attracted the greatest number of Jews, and it was the Tailors' Guild that assumed greatest prominence and importance.

Of these communities we possess intimate records, such as a minute book of a Burial Society, the proceedings of the Community Council, a full and detailed minute book of the Tailors' Guild, and similar records on the basis of which we have attempted to reconstruct in the following pages a picture of certain aspects of the social, economic, and religious life of the Jews in the Province.

CHAPTER THREE

COMMUNITY MEMBERSHIP

THE Jewish community known as the Kehillah was organized as a corporate body with a membership carefully restricted in regard to new admissions. The Kehillah was primarily designed to serve the interests of native residents who constituted its membership. All persons seeking admission to the Kehillah were subjected to special regulations intended to prove their moral fitness and economic value to the community.

In Mur Goslin an applicant was required to possess at least three hundred reichstaler before his application for membership could be considered. The admission fee generally varied from one to three reichstaler.[1]

Regulations were carefully worked out governing membership problems which arose through marriages between members of different Kehillahs. To one who married the daughter of a resident, membership was granted without hesitation. The candidate was only required to produce recommendations from the leaders of his native Kehillah or from those of the Kehillah of Posen. If he divorced his wife, or disengaged himself before the nuptials took place, his membership in the Kehillah became automatically revoked.[2]

As early as the first decade of the eighteenth century the Schwersenz Kehillah adopted a policy of refusing membership to a bridegroom who married out of the Kehillah if the dowry was less than four hundred florin. Its chief aim was to allow only such increase in population as would not lower the economic standard of its members.

[1] Mur Goslin Ms. JTS, Accession No. 63974, p. 10.
[2] Schwersenz Ms. JTS, Accession No. 63972, p. 192b.

Only three exceptions were allowed each year, and a meeting had to be called for their approbation. Such cases were looked upon with so much concern that no sexton or cantor was allowed to write the betrothal papers without the knowledge and permission of the *kesherim*. If, however, the dowry was over four hundred florin, then neither of them was required to obtain permission.[3]

However, in the course of time the Schwersenz policy fell into disuse, thereby causing considerable uneasiness to the community leaders. It was, therefore, necessary to re-introduce the same regulations with additional vigor and stringency stating that whoever married out of the Kehillah, whether it was the bridegroom or the bride, should be denied membership, if the dowry was less than four hundred florin.[4] It is significant to note that an exception was made in favor of a bridegroom who was learned in the Law. He was exempt from these regulations, the Kehillah thus encouraging the educated to marry in their midst.[5]

In the Kurnik Kehillah memberships were purchased by bridegrooms upon paying twelve florin and on the condition that they would reside in the Kehillah. The admission fee which was stipulated each time by the *kesherim* was paid immediately after the wedding, whereupon the new member enjoyed all the rights and privileges of a regular member.[6]

The Mur Goslin community had a rule that if a member moved out of the city and after a lapse of two years desired to return, his status was that of a transient.[7] In Schwersenz, on the other hand, reinstatements were made in cases

[3] Ibid. p. 117b.
[4] Ibid. p. 117b.
[5] Schwersenz Ms. JTS, Accession No. 63972, Document dated 1707 p. 105.
[6] Kurnik Ms. JTS, Accession No. 63964, p. 81a.
[7] Mur Goslin Ms. JTS, Accession No. 63974, p. 8.

where the person was of good parentage and when in addition he contributed one hundred florin in advance. In all other cases, a former member was reinstated on the condition that he could not become eligible for office for the ensuing six years and that no business transactions would take place between him and the Kehillah.[8]

Members of the Kehillah were protected in several ways against non-resident merchants doing business in the community. A transient trader had no right to remain in the Kurnik Kehillah more than three days. If he desired to remain beyond the stated time, he was deprived of the privilege to pursue further business in the community and the member entertaining such transient was proscribed from extending him further hospitality.[9]

Another kind of protection was that of prohibiting outside merchants from engaging in retail business. Merchants from Breslav coming to Kurnik to do business were subject to this regulation. They could only engage in wholesale trade because that did not interfere with the commercial undertakings of the members of the Kehillah. Apparently, the Jews of Kurnik did not engage to an appreciable extent in wholesale commerce, and it was only the small retail trade that was in need of protection from outside competition.[10]

A member had the right to employ a helper only for his own immediate use in his business, but had no right to exploit him in any other way. That rule was adopted in order to prevent quarrels and misunderstandings among members of the Kehillah.[11]

Bachelors within the community were discriminated against. A youth had no right to engage in business in a neighboring country, even though his father was a member

[8] Schwersenz Ms. JTS, Accession No. 63972, p. 121a.
[9] Kurnik Ms. JTS, Accession No. 63964, p. 79b.
[10] Kurnik Ms. JTS, Accession No. 63964, p. 79a.
[11] Schwersenz Ms. JTS, Accession No. 63972, p. 156a.

of the Kehillah. A government fine of ten marks was inflicted for the violation of this rule.[12]

The regulation enjoining unmarried men from going to the country to pursue commerce was not found practicable, for some of the Kurnik youths did engage in out-of-town business which was thought to be detrimental to its members. A *takkanah* was therefore reintroduced prohibiting an unmarried man from going to the country to buy merchandise unless he was in partnership with some member of the Kehillah. In such cases, the member paid his regular "Bordon" tax and the youth paid four florin per year.[13]

An interesting relationship existed between a Kehillah and its adjacent smaller towns. The residents of small communities frequently held memberships in the nearest community of central importance. A typical example was that of the small community Povidsk, whose residents were members of the Kehillah in Kurnik. These members were subject to the rules and regulations of the larger Kehillah. The recognized fees for weddings and other celebrations were paid to the Kurnik Kehillah, and the rabbi and other officers of this Kehillah were accorded the usual honors at the local family festivals.[14]

According to the regulations, the dead of the Povidsk Jewish community were also to be buried in the cemetery of the Kurnik Kehillah. The burial fee was six florin for those between the ages of one year and the time of marriage, and fifteen florin for those who were married. This burial money was divided in the following way: two parts of it went to the committee on charity and one part to the Burial Society.[15]

[12] Kurnik Ms. JTS, Accession No. 63964, p. 63b.
[13] Ibid. p. 90b.
[14] Kurnik Ms. JTS, Accession No. 63964, p. 118a.
[15] Ibid. p. 118a.

CHAPTER FOUR

COMMUNAL ORGANIZATION

THE communal organization of our communities followed in the main the Kehillah structure generally prevalent in the communities of mediaeval Jewry. At the head of the Kehillah was a Board of five members known as the *kesherim*. This board was elected by the Kehillah annually during the intermediate days of Passover through the curious method of casting lots. They conducted the affairs of the community. The *kesherim* in turn elected by the same method the officers and subordinate committees through whom the affairs of the community were conducted.[1]

In addition to the *kesherim* there were fiscal officers known as *neemanim*, administrative officials known as *parnasim*, supervisors of the charities known as *gabbaim*, and the judges, or *dayyanim*. We also find occasionally that some committees were designated by the number of their members, such as "The Five," who were in charge of the "Bordon" tax. There were also minor officials such as the appraisers, auditors, and sextons.

The welfare of the Kehillah depended to a large degree upon the *kesherim*. The *takkanot* of the Kehillah were enacted by them; they were particularly responsible for the integrity and enforcement of the rules of the Kehillah.[2]

Meetings of the *Kahal* were generally called upon the initiative of the *kesherim*. Whenever important communal matters warranted it, such as membership dues, market and fair regulations, they issued a call for a general member-

[1] Schwersenz Ms. JTS, Accession No. 63972, pp. 66, 201a.
[2] Schwersenz Ms. JTS, Accession No. 63972, p. 207a.

ship meeting.[3] A fine of ten groschen was imposed upon a member absenting himself from these meetings. However, regardless of this fine members did stay away from meetings, for in one year fourteen and a half florin were paid in such fines.[4] At least two of the five *kesherim* were required to be present at the meetings during the intermediate days of Passover. At this time accounts were presented for verification and approval.

The *kesherim* had the authority to administer an oath to people who filed their "Bordon" tax. Generally, they appointed a committee for the purpose of supervising this special tax. Such people had to be of good character and qualified for the position.[5]

They also appointed appraisers and were empowered to settle disputes, controversies, and quarrels between officers. Redress or grievances affecting salary, working conditions of appraisers, or other matters was given by the *kesherim*; they were authorized to raise the salaries of the subordinate officers.[6] They also had the right to inflict fines on those members who failed to report on time to the *neeman* the correct amount of business transacted. Apparently, the *kesherim* had the right to imprison people, for there existed a *takkanah* in the Kehillah to the effect that the punishment for breaking this rule was not to exceed three days of imprisonment.[7]

The *kesherim* were largely responsible for the enactment of apprenticeship rules. They adopted a rule prohibiting a member of the Kehillah to hire help except for his own immediate use in his business. If a member discharged his apprentice who came from another town, the

[3] Ibid. p. 113b.
[4] Ibid. pp. 66, 159a.
[5] Ibid. p. 201a.
[6] Schwersenz Ms. JTS, Accession No. 63972, p. 159a.
[7] Ibid. pp. 159a and b.

youth was debarred from employment by another member until he had absented himself from the Kehillah for at least one year. In such cases the *kesherim* simply aimed to prevent quarrels between one member and another.[8]

A privilege the *kesherim* enjoyed was the distribution of honors in the synagogue. This privilege was of long standing; since days immemorial the *kesherim* were in charge of that synagogue function.[9]

Next in importance to the *kesherim* were the *neemanim* whose number varied from three to five and whose term of office was usually one year.[10] The *neemanim* were required to keep a detailed record of the "Bordon" tax and other relevant data, such as the kind of merchandise the member bought and sold, and the date of transaction. They issued receipts on behalf of the Kehillah for everything they received.[11] They supplied every member with a ledger for recording the amount of business done and the income or profits accrued. Notes and other documents were kept in the ledger. All this was done in order to facilitate the presentation of the report of the *neemanim* at the stated annual meeting in April.[12]

In Kurnik the *neemanim* had the right to discipline a member if he failed to submit this statement showing how much merchandise he bought and sold during the week, and they could even use the ban of excommunication. In disputes or misunderstandings arising with members *neemanim* were always given the benefit of the doubt.[13] They took an oath that they would not use Kehillah funds for their own purposes nor would they fail to record every

[8] Ibid. p. 156a.
[9] Schwersenz Ms. JTS, Accession No. 63972, p. 197a.
[10] Ibid. document dated May 2, 1714.
[11] Ibid.
[12] Ibid. p. 159.
[13] Kurnik Ms. JTS, Accession No. 63964, p. 32b.

day in the register the exact amount of money received, with two *parnasim* countersigning the statement. They had no right to honor any authorization for payment unless it was properly signed by three *parnasim*.[14] The key to the box in which the money was kept was deposited with a *parnas* who kept it until the first of the following month.[15]

Regardless of the strict instructions they received, the *neemanim* in Schwersenz were found derelict in their duties. Their accounting books were not kept properly. Thereupon they were requested to keep a register and record every transaction in it. They were required to sign their names to every statement in the register. The *kesherim* and not the *parnasim* were now countersigning every statement. Such register was open for inspection at any time.[16]

They were not permitted to incur any expenses without the written authorization of a *parnas*, and they were required to take an oath to this effect and also to keep these authorizations as future documentary evidence.[17]

Mention may here be made of the officials in the Schwersenz community designated as "The Five." They were elected by the *Kahal*, and their responsibility it was to take charge of the "Bordon" tax. These officials had great powers and the community fearing the abuses that would arise through their permanent tenure of office passed a regulation prohibiting these officials from holding office for more than two years.[18]

They were also referred to by the German name *Revisionskomitee*, i. e., they examined the evaluation amounts sub-

[14] Schwersenz Ms. JTS, Accession No. 63972, p. 220
[15] Ibid. p. 159.
[16] Ibid. p. 159.
[17] Ibid. p. 159.
[18] Schwersenz Ms. JTS, Accession No. 63972, p. 195a.

mitted by the individual himself or the appraiser. The main purpose for calling this committee into action from time to time was to examine the activities of the "Bordon" tax collections. A member absenting himself from a meeting of this committee, automatically lost his membership on it.[19]

Two of the committeemen were always present at the appraisals. One of them was required to be present when the monthly report of the Kehillah was being submitted by the *parnas* to the Kehillah.[20]

The committee had no right to handle Kehillah money; nor could it make gifts of any kind without the consent of the *kesherim*.[21]

The outstanding administrative official in the community was the *parnas*. His duties varied in nature and covered numerous activities of the communal organization. The office of *parnas* carried with it great dignity and prestige. No one was allowed to humiliate a *parnas*, or speak of him disrespectfully. A fine was imposed for such an offense. No member was appointed to this important office unless he had a clear record and was of good character and demeanor. To serve the community in the capacity of a *parnas* was considered both a duty and a privilege. Anybody refusing the office of *parnas* paid a government fine of fifteen reichstaler. Above all, he was required to avoid public quarrels.[22]

The number of *parnasim* as a rule varied from three to six; they could not hold office for more than three consecutive years. Each *parnas* was assigned a special month in which he performed the duties of his office, and he was then designated as the "*parnas* of the month."

[19] Ibid. p. 207a.
[20] Ibid. p. 170a.
[21] Ibid. p. 220b.
[22] Schwersenz Ms. JTS, Accession No. 63972, pp. 15b and 141.

It was considered a violation of the *takkanah* to accept office after the third year. So important was this *takkanah* considered that it was repeated each year in the register. Thus any alteration in its reading was precluded.[23] Later on, however, the office of the *parnas* could be held only for two consecutive years. This practice was copied from the Kehillah of Posen and was upheld by the Government.[24]

The *parnas* was required to take an oath that he would act with impartiality and would treat all members of the Kehillah alike with kindness, sympathy, and understanding.[25] He also took an oath that he would observe all the *takkanot.* For any departure made in adhering to them he paid a government fine of ten reichstaler.[26] That oath included a promise that he would attend meetings twice a week, at which the *neemanim* would be present, to explain every item of expense which he had incurred.[27]

The *parnas* occupied an important place in the community assemblies. It was even provided in the by-laws of the Schwersenz Kehillah that the *parnasim* had no right to assemble by themselves for any reason whatsoever without the other officers and the rabbi.[28]

The *parnasim* expended the funds of the Kehillah under carefully restricted regulations. They were to furnish the *neemanim* periodically with a receipt for every entry in the expense account. A *parnas* had no right to incur expenses on his own account; he could only do so if he received a voucher from another *parnas*, and even then he had to specify in his register the nature of the expense in every detail. The voucher was kept until the monthly report was submitted and approved.[29]

[23] Ibid. p. 141. [24] Ibid. p. 159.
[25] Ibid. p. 122a.
[26] Kurnik Ms. JTS, Accession No. 63964, p. 23a.
[27] Schwersenz Ms. JTS, Accession No. 63972, p. 220b.
[28] Ibid. p. 167a. [29] Ibid. p. 122a.

Continual stress was laid upon the fact that a *parnas* could not issue a voucher exceeding three florin without the knowledge of the *neemanim*; with anything exceeding that amount, either two *parnasim* or one *parnas* and one *neeman* had to sign the voucher.[30] The *parnas* was specifically forbidden to purchase merchandise for funeral necessities in his own store and, if he should do that, the auditors were not allowed to give him credit for it. He had no right to make gifts to anyone without the knowledge of another *parnas*. If he did give a gift or a voucher to a dependent of the Kehillah or some stranger, he was forbidden to imply that the gift was in his own name, but, on the contrary, he was required to stress that it was presented in the name of the Kehillah and for its general good.[31]

The *parnas* had no right to touch any of the funds belonging to the *Kahal*, whether they were from membership dues, "Bordon" tax, or other sources. All money was deposited in a safety box under the custodianship of a *neeman*, the key to which, however, was deposited with a *parnas*. No one was allowed to handle the safety box except the *neeman*, who in each case secured the permission from three *parnasim*.[32]

The *parnasim* exercised the important function of collecting or supervising the collection of the communal taxes. It was particularly their aim that the "Bordon" tax should be collected in due time so as to prevent delinquencies at the end of the year. They often employed aggressive measures to enforce prompt payment of this tax.[33] In some communities it was the established custom for the *parnas* to call upon the *neeman* regularly every Friday with a complete account of the taxes collected

[30] Ibid. p. 168b.
[31] Ibid. p. 221a.
[32] Ibid. p. 221a.
[33] Ibid. p. 220b.

during the week. It is significant that by special regulation of the Schwersenz *Kahal* the *parnas* was required to present this statement in the presence of two prominent taxpayers, a measure that was intended to assure the community that the income tax was equitably administered.[34]

The "*parnas* of the month" submitted a financial report, during his term, of the Kehillah's affairs, including the documents appertaining to it. The *parnas* then convened a meeting of the Kehillah for the discussion of the report. At this meeting the auditors were also required to be present.[35]

Among the duties the *parnas* performed was the distribution of the synagogue honors during the Sabbath service. He himself enjoyed the privilege of being called to the Torah-reading on the Sabbath.[36]

In Kurnik he had the right to fine a person found guilty of indecorous conduct in the synagogue. He had the right to inflict fines up to ten florin and to arrange trials for disputes up to that sum.[37]

Wayfarers coming to town stopped with the *parnas*. The Kehillah allowed him fifteen groschen per wayfarer for expenses or four florin per month for entertaining both wayfarers and the poor. That amount did not have to be accounted for in the monthly reports.[38]

Closely related to the duties of the *parnasim* were the functions of the *gabbaim*. These officials, whose number varied from three to six, administered in the main the charity funds and supervised the educational institutions of the community.[39] It was obligatory to accept this office,

[34] Ibid. p. 221a.

[35] Ibid. document dated April, 1705.

[36] Kurnik Ms. JTS, Accession No. 63964, pp. 32–33.

[37] Kurnik Ms. JTS, Accession No. 63964, p. 15.

[38] Schwersenz Ms. JTS, Accession No. 63972, p. 155b; Kurnik Ms. JTS, Accession No. 63964, p. 28a.

[39] Kurnik Ms. JTS, Accession No. 63964, p. 30b.

and a government fine of ten reichstaler was the penalty for refusal to serve in this capacity. A strange provision was made to the effect that if two brothers were chosen to the office of *gabbai* at the same time, their votes were considered as one.[40]

Their primary duty was to extend relief to the poor of the community and to the wayfarers. They issued billets to the transients entitling them to lodging. All matters pertaining to wayfarers came under the jurisdiction of these officials.[41]

Three *gabbaim* were designated before every Passover in connection with the preparation of wine and matzot. They prepared the wine for the Passover, and the Jewish community was required to buy this from them. They also prepared special flour for the Passover, of which matzot were made. A government fine was inflicted for not complying with this *takkanah*.[42] They took complete charge of Talmud Torahs and were responsible for the curriculum, the attendance, the quality of teachers, and the maintenance of schools. They were also accountable for the educational budget.

It is interesting to note that there was a women's auxiliary conducted by four women called *gabbaot*. Besides these *gabbaot*, there were two *neemanot* who supervised and managed the activities of the auxiliary. The key to their charity box was kept by one of these *neemanot*.[43]

The purely judicial phase of the Kehillah organization was vested in the hands of a committee of *dayyanim* which was made up of the rabbi of the community and laymen, usually ranging in number from seven to fourteen.[44] These

[40] Schwersenz Ms. JTS, Accession No. 63972, p. 167b.
[41] Schwersenz Ms. JTS, Accession No. 63972, p. 221a.
[42] Kurnik Ms. JTS, Accession No. 63964, p. 33b.
[43] Kurnik Ms. JTS, Accession No. 63964, p. 66b.
[44] Schwersenz Ms. JTS, Accession No. 63972, pp. 177–178.

judges were paid for their services, the compensation depending upon the cases they tried. The office was awarded in the usual Kehillah manner of drawing lots.[45] In order to be eligible for the office of a *dayyan* a member had to be married at least ten years.

The office of appraiser was also an important one. A member of the Kehillah who refused it paid the government fine of five reichstaler and another fine of five reichstaler to the synagogue.[46] Appraisers were appointed in the customary way of drawing lots. Their number at times reached as high as ten. [47]

The duties of an appraiser were definitely specified. He prepared a correct estimate of the assets of the "Bordon" taxpayers and was required to fix the "Bordon" tax at one groschen for every hundred groschen of capital value.[48] The appraiser had no right whatsover to make deductions or to diminish in any way the amount of "Bordon" tax without the knowledge and permission of the leaders of the Kehillah.[49]

Another minor official of the Kehillah administration was the auditor. The number of auditors was never less than two. Their duties in the main were to audit the accounts of the Kehillah. They were required to be present at the meeting when the report on the income tax was submitted.[50]

The duties of a sexton in the Kehillah were flexible. Generally speaking, there were two sextons in the Kehillah administration. They were paid officials and they received their salaries weekly. They took an oath that they would

[45] Ibid. p. 155a.
[46] Kurnik Ms. JTS, Accession No. 63964, p. 96b.
[47] Ibid. pp. 145, 170a.
[48] Ibid. p. 145b.
[49] Ibid. p. 175b.
[50] Ibid. p. 207a.

call people to the synagogue every morning and evening. In Obornik, the sexton was also required to collect the weekly dues from the members of Chevrah Debek Tob and transfer them to the *gabbai*.[51] In Schwersenz the sexton was not supposed to deal with merchandise, wine, or money on behalf of the Kehillah. The sexton was required to issue a receipt for whatever he received.[52]

CHAPTER FIVE

Taxation

The Kehillah had a double system of taxation, one intended for government revenue and the other for communal needs. In our collection of manuscripts we find no specific reference to the different kinds of taxes. Constant allusion is made to a tax called by the corrupted name of "Bordon" or "Pordon" tax, entirely administered by the Kehillah which in substance covers a number of government taxes as well as taxes for communal needs.

In fixing tax rates the Kehillah guided itself by the desire to promote as well as to protect the business opportunities of the members within its midst. The outstanding tax found in the communal registers is the "Bordon" tax, which must have originally meant *pordalne* or *podymne*. This "Bordon" tax included a number of taxes, such as the *targowe*, or business tax; *hyberna*, or a tax for exemption from quartering troops; *poglowne*, or poll tax; *podymne*, or tobacco tax; *czopowe*, or agricultural tax; and *pordalne*, or land tax. This was the most comprehensive tax and

[51] Obornik Ms. JTS, Accession No. 63969, p. 7.

[52] Schwersenz Ms. JTS, Accession No. 63972, p. 1; Kurnik Ms. JTS, Accession No. 63964, p. 38.

we therefore find that the Kehillah attached much importance to its strict enforcement. The tax in Posen was one per cent of appraised capital. The regulations of the Posen Kehillah served as a precedent also in Schwersenz.[1]

The wool industry seems to have been highly developed and yielded an important tax revenue so that it constituted one of the most important sources of communal income. This tax was based on the weight and quantity of the wool. In Schwersenz the rate was twelve groschen per bale, of which seventy-five per cent was credited to the "Bordon" tax and the balance was devoted to the communal budget. This tax was imposed on Schwersenz merchants even if the business was transacted in another community. In Kurnik the tax was half of the Schwersenz rate and was also imposed under the same conditions as in Schwersenz.[2]

Members who purchased wool in the Kurnik Kehillah but transferred part of it to some other place paid the "Bordon" tax on the entire purchase. No half tax on wool was valid under any circumstances in this community. At a meeting of the Kehillah held in 1764, out-of-town merchants doing business in the Kehillah territory were made subject to the "Bordon" tax.[3]

The tax on wool in the Kehillah of Striss was nine groschen for every unit of weight actually purchased, and was payable immediately upon weighing. The general "Bordon" tax for residents of the Kehillah, regardless of where the business was conducted, was one florin and three groschen for every hundred florin of business transacted.[4]

[1] Ibid. p. 145b.
[2] Ibid. pp. 113a and 126a.
[3] Kurnik Ms. JTS, Accession No. 63964, pp. 32b, 114.
[4] Kurnik Ms. JTS, Accession No. 63964, p. 146a.

The rules regarding the "Bordon" tax on wool were enforced with vigor and determination. This policy was pursued because many abuses and evasions of the tax had occurred in the past and measures of reform had therefore to be enacted. A rule was adopted that whoever sold wool out of town was required to weigh it within the territory of the Kehillah. It was weighed by the sexton in the presence of two *neemanim*, after which the merchant was required to pay his "Bordon" tax according to the estimate before the wool could be removed from the weighing station.[5]

The "Bordon" tax was administered in Schwersenz by a committee of "Five." The taxpayer was given an option to either submit his tax statement under oath or have the appraiser examine his assets and prepare the memorandum. In the latter event, if he found the appraiser's valuation too high, he could protest it by submitting his own memorandum to the committee. The committee of "Five" then delegated the matter to a subcommittee of three, made up of the rabbi, one representative from the Kehillah, and the other appointed by the taxpayer, who determined the tax.[6]

In Kurnik, members of the Kehillah were required to submit a statement every week to the *neeman* of how much merchandise was sold and bought during the week. Even if there were no sales or purchases made during that time the members were required to report this to the *neeman*.[7] The "Bordon" tax in each case was recorded in the register of the Kehillah immediately after the declaration was made.

The enforcement of the regulations governing the "Bordon" tax was not altogether an easy matter. It was thought

[5] Ibid. p. 145b. [6] Ibid. p. 145b.
[7] Kurnik Ms. JTS, Accession No. 63964, pp. 31, 90a.

advisable in the Kurnik Kehillah to authorize the *neemanim* to use coercive methods whenever they deemed it necessary in the course of collecting the tax. A fine was inflicted for false declaration of this tax. A member was also subject to a fine for slandering or lampooning the officers in charge of collecting and administering it.[8] Use was also made of the excommunication ban. This meant that if one refused to comply with the "Bordon" tax regulation, he voluntarily inflicted upon himself the excommunication punishment. These severe methods were resorted to in order to make the individual taxpayer feel his obligations toward the Jewish community, and they were applied even to transactions made outside of the Kehillah and not reported to the *neemanim*.[9]

Not infrequently would a member make his declaration of the "Bordon" tax to the *neeman* upon meeting him in the street. The *neeman* would either forget to record or incorrectly record the statement in the register. Tense relations and conflicting statements were the natural result. To obviate this evil the *neeman* was prohibited from accepting oral statements bearing on the "Bordon" tax.[10] Even if one had no "Bordon" tax to pay, he was required to make his declaration in person and not to send such information through a second party.[11]

The tax rates varied according to the nature of the property. In case of a house, for instance, the appraisal had to be based on the purchase price, and the appraisers were instructed to fix the tax at the usual rate of one groschen for every hundred.[12] The tax on brandy, on the

[8] Kurnik Ms. JTS, Accession No. 63964, p. 146a.
[9] Kurnik Ms. JTS, Accession No. 63964, p. 31a.
[10] Ibid. p. 173a.
[11] Kurnik Ms. JTS, Accession No. 63964, p. 33b.
[12] Ibid. p. 175b.

other hand, was twelve groschen per case.[13] In Kurnik the tax on brandy was two per cent.[14] The Schwersenz Kehillah definitely prohibited the levying of a higher tax on brandy because it was used for sacramental purposes, and the tax on its consumption was therefore made lighter. The tax on salt was fifteen groschen per bag, whether it was sold retail or wholesale.[15] In March, 1784, the Jewish community of Striss objected to some members from the Kehillah of Kurnik trading in salt within its territory for it contended that great losses were thus caused its merchants. Thereupon the Kurnik Kehillah obligated itself to levy a tax upon those merchants who traded in salt in Striss in the amount of two groschen per small bag and four groschen per large one. The two respective Kehillahs agreed to enforce this rule.[16]

In Kurnik the tax on horse trading was fifteen groschen per horse. In the case of cows there was a tax of one florin and three groschen for every hundred florin collected from such sale.[17] Whenever merchandise was exchanged in trade, the tax was cut in half.

In Kurnik the "Bordon" tax had to be paid within eight days from the date of the purchase or sale. If a member failed to pay his "Bordon" tax in due time the *neeman* notified the other leaders of the community about it and a fine was fixed for evading the regulation. The *neeman* was not allowed to make the case public.[18] Profits derived from brokerage or from interest on loans were taxed two groschen for every florin.[19]

[13] Ibid. p. 176a.
[14] Kurnik Ms. JTS, Accession No. 63964, p. 32b.
[15] Kurnik Ms. JTS, Accession No. 63964, p. 31a.
[16] Kurnik Ms. JTS, Accession No. 63964, p. 138b.
[17] Kurnik Ms. JTS, Accession No. 63964, p. 146a.
[18] Kurnik Ms. JTS, Accession No. 63964, p. 146a.
[19] Kurnik Ms. JTS, Accession No. 63964, p. 146a.

A special community tax was levied for the support of the rabbi and his family and the maintenance of his talmudic scholars. This tax was known as the *Schechita* tax, and as its name implies it was levied on ritually slaughtered meat. As the sum derived from this source was not always sufficient to meet the budget required for the maintenance of the rabbi, the fund was supplemented by a pro rata assessment upon the members of the community.

Thus we read that at a meeting of the heads of the community and other notables of the Kurnik Kehillah, a new rabbi was elected and it was unanimously agreed that his salary should be paid out of the *Schechita* chest at a rate of fifteen reichstaler per week, that provision be made similarly for the support of his sons and daughters, and that a dowry of two hundred reichstaler be given to each daughter upon her marriage. It was also agreed that upon the death of the rabbi, his widow should receive a pension of three reichstaler as long as she lived in the community.

The community further obligated itself to maintain for the rabbi no less than eight scholars. To meet these expenses the officials agreed to supplement the fund of the *Schechita* chest, each one according to his means, as long as the rabbi remained in the community, these supplemental assessments to be paid annually on the first day of Nisan.[20]

On the other hand, in the community of Schwersenz, we find that the *Schechita* fund was used to reimburse the rabbi for a loan of one thousand gulden, which he extended to the community.[21]

In addition to taxes, the Kehillah levied special fees in connection with marriage and divorce. There was a dowry

[20] Kurnik Ms. JTS. Accession No. 63964, pp. 2–4.
[21] Ibid.

fee of two per cent customary in the Kehillahs of Kurnik and Mur Goslin. This rate was flexible and subject to change depending on the particular circumstances.[22]

In the Mur Goslin community every bridegroom also contributed three reichstaler for the upkeep of the *Mikveh*. This fee was later changed to one per cent of the dowry, if the latter did not exceed three hundred reichstaler.[23]

There were also specified fees for the betrothal papers and the marriage contract, as well as for the bill of divorce and other formal documents.[24]

The different taxes and fees were apparently not sufficient to meet the community budget, for the Kehillah resorted to loans from private individuals and institutions of which the Roman Catholic Church was the most conspicuous creditor. It is interesting to note that the Samter Kehillah, as well as other communities, borrowed heavily in the eighteenth century from churches in Samter, Sobota, Boruszyn and Stopanowo. That clearly reverses the role of the Jew in the eighteenth century from a money-lender to a money-borrower.[25]

CHAPTER SIX

Tailors' Guild of Kurnik

One of the many interesting documents found in the Jewish Theological Seminary of America is a minute book of the Tailors' Guild of Kurnik, a small town situated in the eastern part of the Province of Posen. At the end of the eighteenth century the general population of Kurnik was 1,347, and that of the Jewish community 336 persons.

[22] Kurnik Ms. JTS, Accession No. 63964, p. 79a.
[23] Mur Goslin Ms. JTS, Accession No. 63974, p. 2a.
[24] Mur Goslin Ms. JTS, Accession No. 63974, p. 4a.
[25] Samter Ms. JTS, Accession No. 63989C, pp. 100, 103, 105, 244, 259; Borek Ms. JTS, Accession No. 63984C.

This document is unique among Hebrew manuscripts in that it preserved a detailed account of a Jewish Tailors' Guild with all the economic, social, and religious aspects which this organization developed as a semi-autonomous unit under the general communal government of the local Jewry. It presents in many ways an interesting analogy to the mediaeval Christian guild.

The contents of the minute book consist in the first place of records of the proceedings of stated meetings of the officers and members of the Guild. They also include regulations and by-laws, or *takkanot*, of the organization, as well as memoranda of contracts entered into between the Guild and individual applicants for admission. There are thus recorded accounts of 50 new members who were admitted into the Guild in a period of a little over fifty years.[1] In addition they contain numerous agreements between members of the Guild and the apprentices which were entered into under the Guild régime.

The Tailors' Guild was evidently a popular and well established craft organization and prevailed in most of the Polish cities. The Guild had well-determined precedents and general principles. The purpose of its organization was fundamentally to protect the economic interests of its members. Regulations were accordingly established which tended to limit competition as well as the number of tailors within the community proper. To prevent friction among members of the craft, rules and regulations were enacted to secure fair dealing and uniform conditions among them. Particularly careful, as we shall see later, were the laws regarding apprenticeship.

While the economic motive was predominant, the Guild also had a social and religious character which affected its

[1] Kurnik Ms. JTS, Accession No. 63964, pp. 19, 35 and 45.

internal organization as well as its relation to the outer Jewish community. It was the aim of the members of the tailoring craft to restrict the trade to heads of families and to members of the community. The Tailors' Guild therefore was strictly limited to married men. Only members of the Kehillah were eligible for membership in the Tailors' Guild. The admission fee generally varied from 1 to 3 reichstaler.[2] One unable to pay his admission fee was permitted to offer the equivalent in service by becoming sexton of the Guild and performing such duties as were assigned to him by the *parnasim*.[3]

A bachelor who had graduated from the state of apprenticeship and was qualified to pursue the craft of tailoring was permitted to work for, or in association with, a Guild member. For this privilege the worker had to pay a fixed charge of 4 groschen per week to the Guild, even if the place of employment was outside of the territory of Kurnik. A severe penalty was imposed upon the worker if he violated the statute and undertook to work independently for himself. In such a case, a fine of 10 marks was imposed, the proceeds of which, it may be noted, were divided equally between the synagogue and the government.[4] Under no circumstance was he permitted to engage a helper or an apprentice, this prerogative belonging exclusively to a full-fledged member of the Guild.

The ban against joining the Guild was lifted from an unmarried tailor four weeks prior to his wedding, and he was furthermore permitted previously to enter into an agreement stipulating that all restrictions against his membership should be removed automatically at that time. In such a case he signed a note to the effect that he would

[2] Ibid. p. 35.
[3] Ibid. p. 92a.
[4] Ibid. p. 46b.

pay 18 florin when the time fell due and deposit it with the נאמן, *neeman*, "trustee." The agreement further provided that a fine of 4 groschen should be imposed for the violation of any of its clauses.[5] Nevertheless, he was not permitted to engage a helper or an apprentice before he was actually married. Later, this restriction was further extended until the expiration of the first year after his wedding.[6]

Not all who were qualified were in a position financially to seek membership in the Guild. Such persons were known as פועלים workers and they hired themselves out to regular members of the craft. They belonged to the same category as the unmarried tailors. Their number was considerable and they constituted a serious problem to the Guild. Strict provisions were made regulating the terms of their employment and fixing the assessments which they had to pay to the Guild, these assessments being based either on a weekly scale or on the number of garments turned out. No worker was permitted to leave his employer before the expiration of the terms of his contract. If he violated this provision, he forfeited the remuneration that was due him and no other member of the Guild was permitted to give him employment.[7]

As in all mediaeval crafts, the Tailors' Guild rested on a broad base of apprenticeship. The terms of apprenticeship were carefully regulated and form a large proportion of the proceedings recorded in the minutes. Four hundred and four cases were actually recorded in the minutes. The common element in all of them was the paucity of remuneration. Board and lodging formed the main issue in the apprenticeship agreements. In many instances the tailor

[5] Ibid. p. 39b.
[6] Ibid. p. 15a.
[7] Ibid. p. 13b.

regarded the keeping of an apprentice as a personal favor extended to the youth's father. However, we find that in most instances the tailors regarded the system of apprenticeship as a valuable aid to them and as a coveted privilege of Guild membership. Indeed, the master-tailor was required to pay 5 florin to the Guild for every apprentice.[8]

The period of apprenticeship originally extended to six years. Only a father teaching his own son was permitted to curtail the period of apprenticeship. However, when, in 1776, the Guild found out that many of its members wanted their children to learn the trade, it was deemed best to abolish this restriction. Thereafter the term of apprenticeship varied from one to three years.[9]

There were no general regulations to provide uniform terms of employing apprentices or their compensation. The agreements were made individually between the Guild member and the apprentice or his father. The contracts that come to light in the minutes, therefore, present a wide range of difference of terms and compensation. In a number of cases we find that it is the fathers of the apprentices who agreed to pay to the tailor a fixed sum, 4 reichstaler, for his instruction. In most cases furthermore the father of the apprentice provided all the necessary clothes and also laundry expenses. On the other hand, we find frequently that the apprentice received compensation from his employer, in one instance the sum of 10 reichstaler in addition to tailor's finishings, such as thread, buttons, hooks and similar necessities.

The chief consideration underlying the bewildering variety of apprenticeship agreements was that the usefulness of an apprentice grew with the advancing years of his service. In the earlier years the youth was more of an en-

[8] Ibid. p. 33b.
[9] Ibid. p. 20.

cumbrance than a help to the master-tailor who trained him in the craft, and only as the years advanced did his services become valuable. Thus it is characteristic to find that when a tailor undertook to teach an apprentice the trade in two years, the father agreed to provide for the board of his son during the first year while the tailor was to board the apprentice for the remainder of the term. Similarly, in cases of three-year terms, the father, as a rule, provided the board for the first year and a half, while the tailor obligated himself to supply the board for the remainder of the term. In these cases the father usually agreed to provide his son with lodging for the whole term of his service.[10]

Although the agreements were drawn up individually between the master-tailor and the apprentice or his father, the Guild supervised the relationship, and the *parnasim* acted as guardians of the interests of the apprentices who were usually of a youthful age. The apprentice could not appear on the street in unbecoming attire.[11] The employer was expected to permit the apprentice to make his own garments.[12] The tailor was not permitted to exploit his helper by assigning household work to him. Such abuses were not unknown, and numerous grievances of this character appeared in the records.[13] Not infrequently the apprentice resentfully fled from his employer, but if this was done willfully, without cause, the youth paid a fine of 6 reichstaler to the Tailors' Guild and 3 groschen to his master.[14]

Originally no distinction was made between apprentices drawn from the local community and those from other

[10] Ibid. p. 18b.
[11] Ibid. p. 32.
[12] Ibid. p. 33b.
[13] Ibid. p. 18b.
[14] Ibid. p. 30.

cities. Thus, it was not unusual for a youth from Schwersenz to serve as an apprentice for a tailor in Kurnik. In such an instance the term of his service was only for one year and his compensation was comparatively high, an indication that this apprentice must have begun his training elsewhere.[15] However, the number of non-resident apprentices who were attracted to Kurnik tended to crowd out the native youths who were children of the members of the Guild.[16] A statute was therefore adopted by the Guild in 1773, which enjoined its members to accept in their service only such youths whose fathers were members of the Tailors' Guild.[17] This drastic measure not only emphasized the nature of the Guild as a closed corporation, but tended to perpetuate the trade within a restricted number of families. With only one recorded exception occurring ten years later,[18] the rule was strictly enforced and any infraction was penalized by a fine of 10 marks to the government and 5 marks to the Guild.[19]

These statutes and their enforcement show that the Guild had a considerable measure of autonomy which conferred upon its officials juridical powers and disciplinary administration. Indeed its form of organization paralleled that of the Kehillah. Thus, as in the outer community, the Guild too had its officers known as *kesherim*, *parnasim*, and *gabbaim*, besides such subordinate officials as the sexton and others of minor importance. The Guild maintained its own treasury and exercised the right of assessment over its members. Careful records of the income as well as the expenditures of the organization were kept in an official register. It was felt, however, that the Guild did

[15] Ibid. p. 30.
[16] Ibid. p. 20.
[17] Ibid. pp. 13a. b.
[18] Ibid. p. 37b.
[19] Ibid. p. 20.

not perform its proper functions unless it included also spiritual guidance and leadership.[20] When, therefore, the Guild faced a critical situation in 1764, the following resolution was unanimously adopted: "Whereas we are facing an evil condition and the very foundation of our Guild is threatened, and, whereas, this is caused by the fact that we have no guide who can point the way either in spiritual matters or in worldly affairs, therefore, it was unanimously voted in public assembly that we invite the Rabbi of our community to be also the spiritual leader of the Guild, and that we assemble as a group, every Sabbath to hear his teaching and preaching, which will inspire our hearts."[21] In pursuance of this resolution, the Rabbi was officially engaged as the spiritual leader of the Guild at an annual salary of 12 florin and 3 groschen, and it became compulsory for every member of the Guild to attend his weekly ethical discourses and furthermore to bring before him all grievances in matters of litigation among the members of the Guild, and he in association with one of its lay leaders was to judge their altercations.[22]

The election of a spiritual leader was the beginning of a thorough reorganization of the Guild. Instead of three *parnasim*, only one *parnas* was now to head the organization in the hope that this would not only provide for a more united and hence a more effective leadership, but would also afford a more economical administration of the organization. The experiment was to be tried for one year at least.[23] This *parnas* was furthermore required to submit a monthly report of the income and expenses to the Guild to be approved by its *neeman*.[24]

[20] Ibid. p. 50b.
[21] Ibid. p. 31b.
[22] Ibid. p. 31b.
[23] Ibid. p. 50b.
[24] Ibid. p. 64a.

The governing powers which the Guild enjoyed in relation to its membership were conferred upon it by the Kehillah. Its very existence depended upon such rights as it could gain from the larger Jewish communal organization. The officials of the Kehillah supervised the activities of the Guild officials with the double object of securing effective and economical administration of the Guild, as well as of bringing the policies of the Guild into conformity with the general interest of the entire community. Thus the Guild was given authority to form its own *takkanot*, to levy membership dues, to impose fines for infractions of its regulations, to define the rights and duties of the master-tailors, to regulate the conditions and terms of apprenticeship, and to exercise limited jurisdiction over its members. On the other hand, the Kehillah dictated the basic rules upon which the Guild membership was to be established, and it demanded from the Guild officials a strict accounting of their management. An annual report showing every item of income and expense had to be submitted to the scrutiny of the *parnasim* of the Kehillah and the Rab Ab Beth Din.[25] The Kehillah also reserved for itself the right to impose penalties upon the members of the Guild, calling upon the Rabbi for the extent of the fine whenever the case presented serious and complicated aspects.[26]

The Guild also received special religious privileges from the communal administration. This is well illustrated by the fact that the tailors of Kurnik were allowed to conduct the reading of the Torah separately in a special place assigned to them in the synagogue building, provided they had a *minyan* in addition to the reader. For this privilege the Guild contributed 4 reichstaler every year to the committee on charity which was under the auspices of the

[25] Ibid. p. 63a.
[26] Ibid. p. 63a.

Kehillah.[27] The scroll was kept either by the *parnas* of the Guild, or else in the synagogue, and was taken out for special occasions as agreed upon, namely, on Sabbaths and holidays.[28] Incidentally we learn that the reader of the Torah of this *minyan* received as remuneration for his services from the Guild 4 reichstaler per year and at least 1 florin extra for the holidays.[29]

Conflicts between the officials of the Kehillah and those of the Guild occurred not only in Kurnik, but in Schwersenz and other communities as well. It was necessary at times to take strict measures against the Guild in order to maintain the interest of the general community.[30] In Kurnik, for instance, the Guild *parnas* admitted to membership candidates who were not members of the Kehillah and who did not own a pew in the synagogue, a matter specifically prohibited by the Kehillah. On other occasions it was found that without informing the leaders of the *Kahal* he was violating the rule prohibiting membership to bridegrooms. In such cases the Guild was invariably threatened with dissolution by the Kehillah. It was only through the consideration of the Kehillah administration that dissolution of the Guild was averted.[31]

The interrelations among the various Tailors' Guilds gave rise to intercommunal agreements among the Kehillahs. In an agreement between the Schwersenz and the Kurnik Tailors' Guilds it was carefully stipulated that if a tailor of the Schwersenz community should marry the daughter of a member of the Kurnik Kehillah and afterwards desire to establish himself there, he was required to abide by the rules and regulations of the Kurnik Kehillah,

[27] Ibid. p. 61.
[28] Ibid. p. 61.
[29] Ibid. p. 63.
[30] Ibid. p. 190a.
[31] Ibid. p. 42.

regardless of whether or not he joined the Tailors' Guild. On the other hand, if the youth and his father were invited by a member of the Tailors' Guild to form a partnership, the youth was then treated as a stranger and was required to pay 3 groschen to the Kehillah for every florin of profit he made.[32] In conclusion, the picture of the Guild thus reflected by our minute book is a most valuable commentary on the economic and social life of a typical Jewish community in old Poland, and our knowledge of the inner life of the Jews of that period would be greatly enriched if more documents of this character should be brought to light by local historical investigations of these old communities.

[32] Ibid. p. 58b

PART TWO

NINETEENTH CENTURY

CHAPTER SEVEN

Population

The statistical information recorded in the documents under consideration is incomplete and of a fragmentary character. Yet such population statistics as are available do help to formulate the general trend or growth of population. We find that in 1331 there were only 191 Jews in Santomischel.[1] On the other hand, in 1841 the Jewish community there consisted of 100 families,[2] whereas the general population numbered 1,292 souls.[3]

Between 1818 and 1835, 402 births were recorded (including 5 illegitimate children)[4] consisting of 223 males and 179 females. The death rate for the same period, based on

[1] Heinrich Wuttke, *Stadtebuch des Landes Posen*, Leipzig, 1877, p. 432.

[2] Santomischel Ms. JTS, Accession No. 63991–n; Acts of Corporation.

[3] Heinrich Wuttke, *Stadtebuch des Landes Posen*, Leipzig, 1877, p. 432.

[4] See note 2.

Jahrzeiten, was 148. The percentage of deaths attributed to typhoid fever and heart disease was considerable. As may readily be seen the birth rate was much higher than the death rate. This was largely because marriages occurred at a fairly early age. Very few marriages of persons past thirty years of age were recorded, and the ratio between early marriages and those past thirty years was 29 to 4.[5]

In this community, as was characteristic of other Jewish communities in the Province of Posen, tailoring was the predominating trade. In 1834, out of eleven classes of occupations, which totaled 61 persons, the tailoring craft numbered 19.

In the earlier part of the nineteenth century, the Sandberg Kehillah consisted of 46 families numbering 242 persons, and the non-Jewish population had 51 families. Of the twelve classes of occupations which totaled 35 persons, there were 16 tailors, almost half of the working population. The tailoring trade there was preponderantly significant, and in the hands of the Jews.[6]

The Samter Jewish community, too, had a large number of tailors. Out of 135 persons comprising eighteen classes of occupations, as recorded on November 2, 1834, there were 43 tailors. Merchants constituted the next largest class.[7]

The Jewish community of Borek consisted of 53 families in 1827.[8] The Kehillah of this community preserved records of 345 births and 274 deaths for the period 1837 to 1853. Infant mortality was high. The number of marriages given for the same period was 76. These figures do not tell the

[5] Ibid.

[6] Sandberg Ms. JTS, Accession No. 63990a.

[7] Samter Ms. JTS, Accession No. 63989b, pp. 124–5.

[8] Borek Ms. JTS, Accession No. 63984h, document of April 24, 1827.

true story because registration records were improperly kept and lacked systematic arrangement and order. Not infrequently parents forgot to report a birth or reported it much too late. In Borek such information was given to the Kehillah, but some parents were lax and postponed registration until a later date.[9]

Birth certificates particularly were important, for in 1845 a birth certificate was required for traveling.[10] The government consistently demanded that the Kehillah keep proper statistical records, which it invariably failed to do.[11] The inability to enforce regularity and strict adherence to the registration rules caused uneasiness to the Jewish Corporation.[12] However, on October 3, 1848, the Koenigliches Land- und Stadtgericht in Krotoschin asked the Borek Jewish Corporation to announce in its synagogues that births, marriages, and divorces must be recorded within three days of the actual event, or a fine of 50 reichstaler would be imposed for the violation of this decree.[13]

The Board of Directors of the Jewish Corporation of Borek advised the Koeniglicher Kreichsgerichtsdirector in Krotoschin on August 31, 1868, that the district in which the Borek Corporation functioned belonged to the Gerichtscommission in Koschmin insofar as the registration of Jewish births, deaths, etc., were concerned. Frequently in the case of marriage the groom would feel indisposed to take a trip to Koschmin in order to take out a marriage license. In such cases the marriage was performed by Jewish law only. The court held that children born of such a marital union were illegitimate. This ruling had an alarming effect on the Jewish community, and as a result it

[9] Borek Ms. JTS, Accession No. 63984a.
[10] Ibid.
[11] Ibid.
[12] Ibid.
[13] Ibid.

requested the local police department to handle registration. This request was refused. The Jewish Corporation thereupon made a successful attempt to obtain permission to register marriages through letters sent either to the Jewish Corporation or the Magistrate. The Kehillah insisted on this arrangement because Borek was two and a half miles from Koschmin, and traveling there entailed some expenditure in addition to the loss of a day's work.

For the above reasons the Board of Directors took the case to the Koenigliches Appellationsgericht in Posen. This court rendered a decision favoring the Kehillah request. The only modification made was that whenever the Judge deemed it necessary for the party to appear in person to take out his marriage certificate the ruling had to be abided by.[14]

Marriage licenses could now be secured either in the groom's or in the bride's town. The State license had to be obtained before the procurement of the religious license. Other registrations remained in the same hectic state as before.[15]

The marriage situation in the Schwersenz Kehillah had an interesting angle. Beginning with 1707, marriages were limited to three per year. Marriages involving dowries of over 400 florin did not apply to this quota. Grooms who were learned in the Jewish Law were also exempted from this quota. This piece of Kehillah legislation was enacted in order that the Torah might not be forgotten, and to check the spread of ignorance of the Law. Thus, the Kehillah encouraged the educated to marry and the illiterate to stay single.[16]

[14] Ibid.

[15] Ibid.

[16] Schwersenz Ms. JTS, Accession No. 63972, document dated April 1707, p. 105.

CHAPTER EIGHT

The Fiscal Relations Between the Kehillah and the Church and Other Organizations

In our study of the financial relations between the Kehillah and non-Jewish organizations, we find that the Christian church frequently extended loans to the Kehillah in the seventeenth century. As a matter of fact, the church and kindred institutions were among the largest creditors of the Kehillah.

The indebtedness of the Jewish community in Great Poland in the latter part of the eighteenth century, covering the Jesuits and other church organizations, amounted to 446,294 florin and 22 groschen. This amount was apportioned among the various Jewish communities by the Distributionsdekret issued on March 5, 1787. The Jewish community of Samter was asked to contribute towards the discharge of the debt 1,813 Polish florin and 22 groschen, whereas the allotment for such a small Jewish community as Sarne was only 123 florin.[1]

The extension of time on some of the loans made in the seventeenth century by the different church organizations was carried over into the nineteenth century when litigation proceedings were finally instituted against the Kehillahs.[2] As a result of the acute financial relations which existed between the Kehillah and church organizations, the Church of Samter sued its Jewish Corporation for 11,208 florin and 20 groschen, which sum was made up of loans made at different times beginning with the year 1681 and

[1] Samter Ms. JTS, Accession No. 63989b, pp. 100–103. Sarne Ms. JTS, Accession No. 63992b.

[2] Samter Ms. JTS, Accession No. 63989b, p. 100.

extending into the early part of the nineteenth century.[3] The churches in Sobota, Boruszyn, and Stpanowo also granted substantial loans to the Samter Jewish community.[4] Another important non-Jewish creditor was the Hospital of Merciful Gray Sisters of Samter.[5]

The Borek Jewish community was another Kehillah heavily indebted to a church. This Kehillah in 1753 mortgaged its synagogue to the Church in Koschmin.[6]

However, not until the nineteenth century were the Kehillahs molested by their creditors. But when the church and other non-Jewish organizations began to press their demands for payment in court, different plans were devised to meet court decisions. In Samter the Kehillah drew out of the Krupkenkasse 580 reichstaler and deposited it with the treasurer of the Koenigliches Landgericht in Posen as an initial sum with which to start paying off its debts. An amortization plan was prepared in 1835 according to which the indebtedness would be amortized within thirty years.[7] The funds were to be taken out of the Kehillah's treasury, but not of the Krupkenkasse. This plan was approved by the government who made it clear that imprisonment in addition to a fine would be imposed for violation of the order.[8] The government in approving the amortization plan further stipulated that it would attach the private property of the members of the Jewish Corporation in order to satisfy the creditors.

The amortization plan had to be approved by the government every year. In 1869, according to this plan, the Jewish Corporation of Samter was required to pay 561

[3] Ibid. p. 100.
[4] Ibid. pp. 106, 110, and 114–115.
[5] Ibid. p. 105.
[6] Borek Ms. JTS, Accession No. 63984.
[7] Ibid. pp. 6 and 21.
[8] Ibid. p. 224.

reichstaler, 20 silver groschen and 6 pfennig on current interest, and 95 reichstaler, 25 silver groschen and 2 pfennig on overdue interest.[9]

In Obornik and in Borek similar claims were met by assessing the members of the community. The Kehillah had to secure the right to assess its members from the Koenigliche Regierung in Posen. In Santomischel, on the other hand, the Krupkenkasse was the main source for the payment of its indebtedness.[10]

CHAPTER NINE

Free Loan Society of Obornik

The Free Loan Society of Obornik was a constituent organization of "Debek Tob" which was organized in 1829; the term "Devek Tov" corresponded in substance to that of "federation."

Membership dues in "Debek Tob" varied from 1 to 3 reichstaler and admission was open to both married and single men.[1] Those members who voluntarily left the Chevrah Debek Tob or who had been expelled from the Society could only be readmitted by majority vote of the Society. Members expelled from the Free Loan Society because of some personal insult to an officer could not be reinstated before the case was thoroughly investigated. The enactments of regulations or their alterations required a majority vote.[2]

[9] Ibid. p. 259.

[10] Borek Ms. JTS, Accession Nos. 63984, 63984b, 63984c; Obornik Ms. JTS, Accession No. 63986; Santomischel Ms. JTS, Accession No. 63991m.

[1] Obornik Ms. JTS, Accession No. 63969, pp. 8a and 9a.

[2] Ibid. p. 11a.

The constitution further provided that anyone aspiring to an office in one of its constituent institutions had to pay 9 florin for that privilege, provided however the candidate and his father were members. If the candidate was not a member, he then paid 18 florin. Expulsion from the Society was meted out as a punishment for the violation of this rule.[3]

The Free Loan Society was exclusively devoted to problems of rehabilitation and reconstruction. Its main purpose was to put the applicant on his own feet. The aid granted was not of a charitable character, but rather a loan to be repaid at some specified date in the future without interest. Whenever a member found himself in financial straits, he turned to the *memunnim* for a loan, who generally granted one upon the presentation of sound security. The treasury fund could not fall below 10 reichstaler at any given time.[4]

Furthermore, loans were made not only to members but also to non-members. Only members in good standing could borrow money from this Society.[5] The supervision of all these matters was left in the hands of the *memunnim*. When a member was found to be a half year in arrears of his dues the *memunne* sent a warning to him stating that in case he did not defray his dues within thirty days from the date of notification he would be expelled from the Society. Such notification was recorded in detail in the *pinkas* by the *memunne*. Membership in the Society was forfeited whenever the majority considered a person to be indecent, troublesome, or unqualified.[6]

The number of *memunnim* in charge of the loan department was six,[7] and they were appointed for one year. One

[3] Ibid. p. 10a.
[4] Ibid. p. 2.
[5] Ibid. p. 2a.
[6] Ibid. p. 3b.
[7] Ibid. p. 2a.

year's members were not eligible for reappointment the succeeding year. The duties of the *memunnim* were generally specified by the *kesherim* with the exception that membership dues were left to the discretion of the *memunnim*.[8] The position of the *memunne* was looked upon with reverence, humility, and admiration. His consent was always sought when new rules were proposed for the Society. The consent of the majority of the *memunnim* was necessary for the adoption of new regulations.[9]

A distinct honor was bestowed upon the *memunnim* by the regulations of 1833. On Simhat Torah they were treated to an *aliya* for which the members of the Chevrah paid to the Kehillah treasury. Members of the Kehillah not infrequently exchanged *aliyoth* with the members of the Chevrah, doing so either on Hanukkah or some other holiday. No member of the Chevrah had the right to transfer his *aliya* to a person outside of the Free Loan Society. The members of the Kehillah enjoyed the right of decorating the Sefer Torah with beautiful ornaments if they so desired, but the Chevrah could not; however, they could repair the Sefer Torah whenever they deemed it necessary.[10]

The *parnas* obligated himself to handle all incoming receipts, whether monthly dues or moneys from loans. Expenses could be incurred only upon receiving the permission from two *memunnim* under signature. Borrowers' securities and all other valuable papers of the Society were entrusted in the hands of the treasurer-accountant, or, as he was called in German, the *Kassenrendant*. This accountant could not expend any money without the permission of the *parnas* and the *gabbai*, and vice versa. The *gabbai* was required to transfer the moneys of the Chevrah at

[8] Ibid. p. 3a.
[9] Ibid. p. 3a.
[10] Ibid. p. 7b.

least every two weeks to the treasurer, who in turn kept a separate *pinkas* in which all items of expense and income were recorded.[11]

The treasurer was prohibited from using money for his own needs unless the *parnas* gave him his consent. He also was required to deposit security with the *parnas* whenever he was granted a loan.[12] Also a *gabbai* or *parnas* wishing to borrow money had both to secure permission from another *gabbai* and to produce good security.[13]

Whenever the treasurer could not attend to the business of the Chevrah for more than a week he was required to turn the funds and the *pinkas* over to the *parnas*. He could retain the securities, however.[14] The *takkanah* of 1834 distinctly provided that the treasurer should be appointed by the *kesherim* for six years and thus abandoned the requirement that the treasurer was to be elected by a majority vote of the Chevrah.[15]

Five *kesherim* were chosen every year during the intermediate days of Passover by means of drawing lots in the presence of all the *memunnim* together with three other members of the Society whom the *memunnim* would designate. All members of the Society participated in the drawing of lots. The *kesherim* were not to be related to one another and, therefore, if a member elected to the Board of *Kesherim* was found to be a relation of a member already on the Board, the latter was retained. Those on the Board of *Kesherim* had the privilege of appointing the former to the office of *memunne*.[16]

Non-members were allowed to borrow money from the Society provided they were in straitened conditions. The

[11] Ibid. pp. 2b and 3.
[12] Ibid. p. 2b.
[13] Ibid. p. 3.
[14] Ibid. p. 5.
[15] Ibid. p. 13a.
[16] Ibid. pp. 3a and 3b.

memunnim had the right to pass judgment in such cases. The security of such a loan in the case of non-members had to be in gold or silver, covering at least one-third in excess of the amount loaned, and the term of the loan was not to exceed four weeks.[17]

As a rule, no loan exceeded the sum of 3 reichstaler, for the treasury fund was not too large. Specific provisions were worked out with reference to the kinds of security which the Society would accept. If security on movable property other than gold or silver were offered, it had to equal one-third in excess of the amount of the loan. On the other hand, if gold or silver were offered as security, only an amount equal to the interest on the loan had to be covered.[18]

The bylaws of the Society clearly provided that no loans on personal notes exceeding three months should be made. Title to the security was also transferred by the borrower to the Society at the time of the loan. This protected the Society in cases of exigencies, for it could easily dispose of the security. The *gabbai* of the Free Loan Society would usually serve notice to the borrower thirty days in advance of the time the loan fell due. This policy was instituted in order to give the borrower ample time in which to meet his payment. Only when the borrower ignored the warning and failed to meet his obligations did the Society step in and dispose of the security. It did so in such a manner that was satisfactory to both parties.[19]

The accounts of the Society were audited every month. The *parnas*, *gabbai*, and treasurer were each required to present a balance sheet every month bearing their signatures. If their registers did not tally, investigation immediately followed.[20]

[17] Ibid. p. 2a.
[18] Ibid. p. 3.
[19] Ibid. p. 2.
[20] Ibid. p. 3.

In some Kehillahs, such as Santomischel, for example, the free loan activities were concentrated in a Loan Fund which was attached to the synagogue. The synagogue administered the fund and granted loans along the same lines as in a regular Free Loan Society.[21]

In other communities the Kehillah itself conducted loan activities. For example, in November, 1771, the Kurnik Kehillah extended a loan to a tailor in the amount of 43 florin, the loan to be repaid when the tailor's financial condition had improved. He was to pay back the 43 florin and later purchase pews in the synagogue and help also the חברה קדישא and חברה חייטין.[22] Or, in March, 1737, the same Kehillah discovered that the members of its community were completely ruined financially and could not support their families. The cost of living, which was consistently mounting, caused untold misery and wretchedness. The Kehillah then resolved to come to the rescue of its less fortunate members. However, it so happened its treasury was depleted and could not undertake the necessary relief. The Kehillah found a way out of this condition by securing a loan of 400 florins from the government in Kshizonofske which was to be repaid by April, 1738. This loan enabled the Kehillah to aid its members with small loans; it raised the funds which it borrowed from the government by an increase in taxes on Jewish meats.[23]

In conclusion, let me recapitulate briefly that the Free Loan Society was an institution with a definite scope, aim and purpose, striving to conjure up a beautiful vision, probably the noblest ideal in social service work. In smaller communities the same activities were carried out by the Kehillah itself.

[21] Ibid. p. 116a.
[22] Ibid. p. 116b.
[23] Ibid. p. 34a.

CHAPTER TEN

Bikkur Cholim Society of Obornik

The Bikkur Cholim Society of Obornik was another constituent organization of the Chevrah Debek Tob, and, insofar as its form of organization was concerned, it was conducted along the same lines as the Free Loan Society. All constituent organizations of "Debek Tob" were governed in the same manner.

When a member took ill, he was cared for by the Bikkur Cholim Society until he completely recuperated.[1] If he died, services were held at the house of the deceased. Some of the members brought a Sefer Torah and any income received from such service went to the *gabbaim* of the Kehillah.[2] Usually half of the membership attended these services during the first half of the seven days of mourning, and the other half of the membership attended during the second half of the seven days of mourning. After the morning services a *minyan* recited five chapters of Psalms. If no son survived, the members administered the *Kaddish* and attended to the lighting of the candles for the dead in the synagogue for three years.[3]

In Neustadt am Warte the *gabbai* was required to choose two people to attend the sick. One was on duty until midnight and the other one cared for the patient from midnight on. If for some unforeseen circumstances the person chosen could not report for duty, he was required to send a substitute whom he himself paid for the services. On the other hand, if he refused to comply with the regulations, he paid a fine at the *gabbai's* discretion. A mere promise

[1] Obornik Ms. JTS, Accession No. 63969, p. 2a.
[2] Ibid. p. 7b.
[3] Ibid. p. 10b.

to pay a substitute was not sufficient; he had to deposit some security with the *gabbai* to show that he had good intentions.[4]

In Reysen the Jewish Corporation assigned the care of the sick to private individuals. If private care was inadequate, the Kehillah then provided hospitalization for such an individual. Whenever a physician treated a member of the community free of charge, the Corporation compensated him for the cost of medicines. As a rule physicians did not charge for their professional services in such cases.[5]

In smaller communities, such as Pudwitz, the sick were cared for in a haphazard manner. Whenever a need for relief was felt, the interest in social welfare livened up. For instance, a Jew traveling from Pudwitz to Frankfurt was assailed, beaten, robbed, and left unconscious. He thereupon appealed to the community for aid, and the Kehillah proceeded to raise a fund sufficiently large to take care of his illness.[6]

CHAPTER ELEVEN

Unorganized Relief

In small Jewish communities relief work was concentrated in the hands of a few, each person individually doing his part. In such communities the poor applied for charity either to the synagogue leaders or to the Kehillah itself. And in most cases, as we shall see later, the giving of alms was a one-man job. No auditing or supervising was done.

[4] Neustadt Ms. JTS, Accession No. 63966, p. 1a.
[5] Reysen Ms. JTS, Accession No. 63987–A.
[6] Samter Ms. JTS, Accession No. 63989–A.

On the other hand, in the larger Jewish communities this particular phase of communal responsibility was entrusted to a committee of *gabbaim* whose number varied from two to five. In Mur Goslin such a committee was elected for three years and consisted of three members. This committee had an additional duty — that of paying the Rab Ab Beth Din his salary, which was 2 reichstaler.[1] Where such committees functioned, no interference with their activities was permitted. The committee constituted a small department in the Kehillah organization and was directly responsible to the Kehillah. There was also a subcommittee or women's auxiliary governed by four *gabbaoth* (נשים צדקניות) and two *neemanoth* who had custody of the key to the charity box.[2]

This auxiliary raised funds for charitable purposes by calling upon members of the community twice a week, every Monday and Thursday. The moneys collected were turned over to the *neemanoth* whose function it was to keep exact records of the contributions. The *neemanoth* also had charge of case work.[3]

The committee on charity also cooperated with the committee on Jewish prisoners. Whenever need was felt to help release a prisoner, this committee on charity raised the necessary funds. For instance, in Kurnik 48 Jews contributed in 1765 for the release of a certain prisoner.[4]

On the other hand, in Prawiz the officers of the Jewish community took care of its prisoners. This community cared for 25 Jewish prisoners during one Passover holiday.[5] In Rawicz, ועד הכשרות or Das Comite fuer Rituelle Bekastigung Juedischer Straflingen solicited funds every year for

[1] Mur Goslin Ms. JTS, Accession No. 63974, p. 11a.
[2] Kurnik Ms. JTS, Accession No. 63964, p. 66b.
[3] Ibid.
[4] Ibid. p. 113b.
[5] Samter Ms. JTS, Accession No. 63989–A.

the purpose of providing the Jewish prisoners with Passover food. This committee received contributions from outside communities as well.[6]

There was also another committee in Rawicz called מעות חטין, i. e., a committee soliciting contributions in order to provide the poor with matzoth for the Passover. As a rule, this functioned only during the interval between Purim and Passover.[7] In Santomischel free medical treatment was accorded the poor. A physician would treat a poor patient and collect his fee from the committee on charity.[8]

No special relief committee functioned in Reysen. Requests for relief were usually received by the Jewish Corporation itself. For example, on November 11, 1845, the synagogue janitor invoked the aid of the representatives of the Jewish Corporation in the matter of financing the marriage of his daughter, for neither party had any money to cover expenses. Upon investigation, the Jewish Corporation decided to help finance the marriage of the janitor's daughter.[9] In Bomst, too, the Kehillah helped finance the marriage of the *shochet's* daughter. In such cases the dowry was provided either in full or in part, and sometimes household furnishings were contributed.[10]

Also, special committees were elected for the purpose of raising funds for Jerusalem. In Posen a committee was founded on March 27, 1858, under the name of Das Comite fuer die Zamlung zum Synagogen-Bau in Jerusalem. This committee assumed complete charge of the fund-raising activities in the various communities for the specific purpose of building a synagogue in Jerusalem The technique of the campaign consisted of sending out circular letters

[6] Reysen Ms. JTS, Accession No. 63987-A.
[7] Samter Ms. JTS, Accession No. 63989-A.
[8] Santomischel Ms. JTS, Accession No. 63991-A.
[9] Reysen Ms. JTS, Accession No 63987-A.
[10] Ibid.

written in the German language explaining the need of a synagogue in Jerusalem. The Prime Minister of Prussia himself contributed 3,000 marks to that campaign.[11]

Relief was not necessarily of a temporary and charitable nature; it assumed a constructive and rehabilitative character. For instance, on April 7, 1846, a printed appeal was sent out by the Zentral Verein zur Begrundung der Colonization der Juden in der Provinz Posen (the Central Club for the Foundation of Colonization of the Jews in the Province of Posen) to all Jewish communities urging them to assist their coreligionists in their attempt at colonization. It is interesting to note that the reasons for the proclivity ascribed to the Jews to turn to business was reviewed by this appeal. It also dwelt on the fact that many centuries ago the Jews had been an agricultural people and should therefore now revert to agriculture. The Posen Jewish community alone contributed the sum of 600 reichstaler annually to the Society because of its profound interest in colonization. In due course of time this Society enlarged its scope of activity to include other welfare work.[12]

Not only did the Jewish communities in the Province of Posen organize temporary relief for their own immediate use, but they were also called upon by the government to raise funds from time to time for war sufferers. On June 18, 1871, for instance, the Minister of the Interior of the German Government asked the various synagogues in that province to raise funds for the war sufferers, i. e., for the widows and orphans of those soldiers who died in the war of 1871 between Germany and France. Substantial funds were raised and were forwarded to the government treasury in Berlin.[13]

[11] Ibid.
[12] Ibid.
[13] Samter Ms. JTS, Accession No. 63989–A.

Many Jewish communities in the Province of Posen suffered from fires. In most instances the synagogues were laid in ruin and the Jewish group impoverished. On August 31, 1834, a fire broke out in Schneidemuhl and 1,500 inhabitants lost their homes. A few years later, on May 1, 1838, the Jewish community there obtained permission from the king to rebuild its destroyed synagogue. The campaign for funds to rebuild the synagogue had to be over by August 1. Another fire broke out in Bentschen on July 7, 1845, with the result that the synagogue was burned down and over 500 people lost their homes. The Jewish community of Bentschen appealed to other communities for funds in order that it might meet the emergency situation.[14]

Between 1849 and 1852, the following synagogues were destroyed by fire: Miasteczke, Gembic, Wittkowo, Miloslaw, Bomst, Grabow, Zerkow, Mroczen, Polajewo, Xions, Bentschen, Borek, Bojanowo, Jutroschin, Czempin, Kriewen, and Miesciske.[15]

The Samter synagogue was also burned down, and the Jewish community asked the government for permission to rebuild it. On April 26, 1852, the Minister of the Interior ruled that the Samter Jewish community had no right to conduct a campaign for funds with which to build the synagogue. This order was reversed, however, on May 31, 1854, when the government of Posen advised the Landräthe in the Province of Posen that it had permitted campaigns in the different Jewish communities for the purpose of raising funds for the rebuilding of the Samter synagogue.[16] Samter then organized a Synagogue Building Committee and contributions immediately commenced to pour in from various communities. The communities enumerated below

[14] Ibid.
[15] Ibid.
[16] Ibid.

contributed 109 reichstaler and 4 silver groschen: Bulitz, Sonenburg, Belgrad, Pinne, Payman, Zehdinick, Stargard, Pyritz, Arnswalde, Schneidemuhl, Lippenher, Naugard, Prenzlar, Colberg, Frankfurt, Brieg, Haller, Stettin, Zachan, Zirke, Lanoeshur, Province Schlesiengen, Suskrets, Polzink, Liegnitz, Hirschberg (in Schlesingen). The lowest contribution was 2 and the highest 20 reichstaler. A splendid response of cooperation and sympathy were manifest by these communities.[17]

Yet these contributions did not suffice. More money was needed in order to erect the synagogue. The Samter Jewish community obtained a loan of 2,000 reichstaler from the Hospital of Gray Sisters in Posen.[18]

The synagogue in Borek was also granted permission to rebuild its destroyed synagogue. The response here was likewise sympathetic and cooperative on the part of other communities.[19]

Apparently, previous campaigns were not entirely exempt from abuses and misappropriations, for when the campaign for funds to rebuild the synagogue in Bomst was conducted, cards of identification issued by the Police Department were required from those engaged in the collection of funds. From all appearances, the card of identification must have been introduced with the idea of correcting former ills.[20] Furthermore a time limit was put on the campaign which had to be completed within eight days. Other stipulations were to the effect that the collectors had to carry their cards of identification along with them and that the solicitation of funds was to be conducted only among the Jewish people.[21]

[17] Ibid.
[18] Ibid.
[19] Ibid.
[20] Ibid.
[21] Ibid.

CHAPTER TWELVE

The Neustadt Burial Society

A very important social institution in Neustadt was the Burial Society, or, as it is called in Hebrew, the Chevrah Kaddishah. The character of this institution was more religious than philanthropic. The Hebrew title properly conveys that spirit.

The main reason for the existence of the Burial Society in Neustadt am Warte was to take care of the deceased of the poor. Membership dues in the Burial Society were 1 groschen per week and were due Friday of every week. Whenever a burial occurred, four men were chosen, by casting lots, to prepare the grave. Anyone of these four men had the right to send a substitute.[1]

The initiation fee in this Society was 4 reichstaler, one-third of which was remitted immediately, i. e., 8 florin, and the balance, 16 florin, was to be paid in installments during the year. The initiation fee was not a fixed charge by any means. Some paid 6 reichstaler, others paid 9 reichstaler. The initiation fee for members' sons was fairly fixed, namely 4 reichstaler. They were required to do a little menial labor during the first two years of their married life. Sons of non-members paid an initiation fee of 10 reichstaler, which in many instances was subject to the discretion of the officers of the Society.[2] A groom, whose father was a member of the Kehillah, paid a minimum of 18 groschen to the Society on the day of his wedding.[3]

Admission to the Society was by majority vote. No *gabbai* had the right to make compromises about admission. The younger members were required to stay away

[1] Neustadt Ms. JTS, Accession No. 63966, pp. 2a, 2b.
[2] Ibid. pp. 11a–12b.
[3] Ibid. p. 2b.

from business on Fridays in order that they might be free to collect dues from the members and furthermore perform such duties as the *gabbai* would assign to them. In case a young member failed to do this on any Friday, a fine of ½ florin was imposed upon him to be used for charitable purposes.[4]

Whenever a member took ill and could not afford to engage the services of a nurse, the *gabbai* chose two members by means of casting lots to attend the patient. One would serve until midnight and the other after midnight. Substitutes were permitted. However, in case of failure to comply with the instructions of the *gabbai*, such a candidate paid a fine specified by the *gabbai* in addition to the security which he was required to furnish proving he had good intentions.[5]

The *gabbaim* visited the sick regardless of whether they were members or guests. They were also charged with the responsibility of procuring drugs to be distributed to the poor gratis and to the rich at a regular price. It was also their duty to see to it that graves were properly prepared and that the coffins and all accessories were available when needed.[6] Another duty of the *gabbai* was to record the monthly income and expenses in the *pinkas*.[7] Ten members of the Society were required to attend services at the mourner's house during the seven days of mourning.[8]

Members paid 3 florin for the funeral expenses of an adult and 1½ florin for the burial of a minor. One-half of the income from funerals went to the committee on charity and the other half to the Society.[9] The donations made by visitors at the cemetery during the month of Rosh

[4] Ibid. p. 2b
[5] Ibid. p. 2a.
[6] Ibid. p. 2a.
[7] Ibid. p. 2a.
[8] Ibid. p. 2a.
[9] Ibid. p. 2a.

ha-Shanah and Yom Kippur were equally divided between the Society and the committee on charity.[10]

The Neustadt Burial Society had its own synagogue.[11] The members cast lots to determine whose turn it was to officiate. The *gabbai* saw to it that no more than 10 people should be called to the Torah either on Sabbath or on holidays.[12] On the eve of Shabuoth or Hoshana Rabbah members of the Society were required to be present at the completion of the study of the Torah (סיום התורה).[13]

The *kesherim* were chosen every year during the intermediate days of the Passover in the usual Kehillah manner by casting lots.

They appointed the *gabbaim* whose responsibility it was to see that the *takkanot* were observed both in spirit and in letter. The *gabbaim* also enjoyed the right to fine people for violating the regulations.[14] They agreed to be the custodians of the charity funds and to have the money ready when needed. At weddings and circumcision parties, the *gabbai* placed a table in a visible place in the Society quarters and solicited donations from passers-by.[15]

Despite the severe legislation of the Society and its strict enforcement, the institution was definitely on the wane. Many members were in arrears of their dues. In March, 1824, a membership meeting was held at which it was decided to pay up past dues and cease casting libelous remarks about the Society. This resolution, virtually re-establishing order within the ranks of the Chevrah, was regarded of such great import that the event was commemorated by fasting the first of the month. That day went down in the history of the Chevrah as Yom Kippur

[10] Ibid. p. 2b.
[11] Ibid. p. 4a.
[12] Ibid. p. 1a.
[13] Ibid. p. 2a.
[14] Ibid. p. 2a.
[15] Ibid. p. 2a.

Katan.[16] Lampooning the Chevrah in any manner at all was regarded as an offense punishable by the deprivation of an *aliya* in both the big synagogue and the Tailor's Union. The offender was subject first to the punishment of the Chevrah Kaddishah itself and then to that of the Kehillah.[17]

The Krotoschin Burial Society had a committee of *borerim* (בוררים), instead of *kesherim*, to manage its affairs. These *borerim* appointed four *gabbaim*, each serving a term of one year. Their duty was to record in the *pinkas* the income and expenses for every month with their signatures after each item. The *pinkas* was submitted by them to the Rab Ab Beth Din for approval. If any flaws crept into the account, the *gabbai* was held responsible for them; he was fined and was not to be nominated for office for the next six years.[18]

The *gabbai* had no right to admit outsiders to membership in the Chevrah. However, the *gabbaim* of the Kehillah could accept new members on condition that they would study the Law and spread the gospel of the Torah. One florin was paid to the *borerim* for every new member.[19] If a new member was unable to pay his fee, he was required to serve as a guard once a month and thus enjoyed full privileges. Whenever the financial condition of the Chevrah did not permit the incurring of expenditures, the *gabbaim* contributed their share to the treasury. If a *gabbai* was unable to pay his share, he still enjoyed full membership rights.[20]

The monthly dues in the Burial Society of Krotoschin were 6 groschen. No one was supposed to let his dues accumulate for a year; a fine was imposed for such a derelic-

[16] Ibid. p. 14a.
[17] Ibid. p. 14a.
[18] Krotoschin Ms. JTS, Accession No. 63961.
[19] Ibid.
[20] Ibid.

tion. The sexton collected dues at the beginning of each month. If a member failed to pay his dues for the month the sexton endeavored to collect such dues the following month.[21]

Members of the Chevrah were asked to assemble in the synagogue for the purpose of being divided into three guards for cemetery needs. In the winter months the first guard served from 9 o'clock in the morning until noontime; the second guard served from noon until 3 o'clock in the morning; and the third guard from 3 to 9 o'clock in the morning. In the summer months the first guard reported on duty at 10 o'clock in the evening and remained there until 1 o'clock in the morning, and the other guard served the balance of the day.[22] Eighty-eight persons in this Kehillah promised to enroll in the night guards.[23]

Furthermore, whenever a circumcision party occurred at a member's home, such a member was required to contribute 10 groschen to the treasury of the Society on the day of circumcision. For this the sexton of the Chevrah Kaddishah recited the מי שבירך for the circumcised baby, the father and the *gabbaim*.[24]

In Schwersenz 418 individuals joined the Chevrah Kaddishah between 1775 and 1789. This Society was strong in membership and influential in communal affairs.[25]

As a rule, the organization of a burial society was laid out along the same lines as the Kehillah. It performed a highly important function in the community and as we have observed previously it even conducted a synagogue for its members, thus endeavoring to control their religious life.

[21] Ibid.
[22] Ibid.
[23] Ibid.
[24] Ibid.
[25] Ibid.

CHAPTER THIRTEEN

Jewish Education

The Talmud Torah School Committee in Obornik had complete charge of Jewish education. Membership in this educational institution was acquired through Chevrah Debek Tob, an agency controlling several welfare organizations, two of which have already been discussed.

The Talmud Torah served primarily the children of the poorer class. Whenever parents were unable to engage a Hebrew instructor for their children, the committee paid their tuition fee. The *memunnim* were required to look after the progress of the children at school. If they could not attend to this duty they were to recommend substitutes who could faithfully perform such a duty.[1]

As early as 1737, we find the Kurnik community giving serious attention and consideration to the teaching profession and, what is more important, to the training of children. It was considered an impractical and costly policy to have the teacher engage in an outside occupation, because he would then be both physically and mentally tired, and hence could not properly instruct his class or his individual pupils.[2]

Whipping a child for misbehavior in the classroom was not uncommon in the nineteenth century. On August 20, 1837, the Jewish School Board of Education in Sandberg was informed by its teacher that certain children stayed out of school. He said in his report that he had punished several of them by applying the whip but that it had not helped. The pupils stopped coming to school altogether. He therefore pleaded before the Board of Education that

[1] Obornik Ms. JTS, Accession No. 63969, p. 2a.
[2] Kurnik Ms. JTS, Accession No. 63964, p. 33b.

it should undertake some steps to bring those children back to school, for the school supervisor was expected to visit the Talmud Torah and if attendance did not improve by that time he would lose his position. Furthermore, the absentees would not be able to pass the tests given by the supervisor and that would reflect upon the teaching abilities of the instructor.[3] Records also show that there was a special committee on buildings whose duty it was to see to it that the Talmud Torah building was properly painted in white and kept in good condition in accordance with the instructions of the magistrate.[4]

In Reysen the situation was different. Parents paid for the Jewish education of their children. Only in cases where the parents were poor did the Jewish Corporation step in and pay the tuition fee. For example, a widow asked the Jewish Corporation on April 22, 1847, to admit her son gratis to the Jewish Elementary School. The financial condition of this widow was investigated, because the law provided that the Jewish Corporation should only pay the tuition fee for those children whose parents could not afford it. Investigation found her worthy of assistance, and the tuition was paid out of the treasury of the Club for the Support of the Poor.[5]

CHAPTER FOURTEEN

The Neustadt am Warte Synagogue

In small Jewish communities the synagogue constituted not only a house of worship, but it was a center for social and welfare activities, such as charity, relief, and family case work. In reality the synagogue performed the func-

[3] Sandberg Ms. JTS, Accession No. 63990b.

[4] Ibid. [5] Reysen Ms. JTS, Accession No. 63987a.

tions of a Kehillah organization. On the other hand, in large Jewish communities the synagogue functioned solely as a religious institution, a house of worship.

Neustadt am Warte had a synagogue which was organized by the orthodox Jewish group in 1864 under the title of Chevrah Beth Hamidrash. This orthodox group aimed not merely at providing a house of worship but a place for the study of the Law. Its charter members contributed 3 reichstaler each, 1 reichstaler of which was remitted immediately and the balance during the year. For the sons of members the initiation fee was 5 reichstaler, while for outsiders the minimum fee was 8 reichstaler. In addition, they were required to give their services gratis to the Chevrah for two years or recommend substitutes in their places to fulfill their assignments. During their years of service they defrayed their weekly dues of 2 groschen like regular members.[1]

Membership rules provided that a single man or one who was not an adept in Jewish Law or was married less than two years was not accepted as a charter member. One learned in the Jewish Law could become a charter member, by paying 3 reichstaler, provided his application was passed by a majority vote. This preference was thought desirable because it helped promote learning in the community.[2] A candidate joining the Chevrah had to pay his admission fee before his name could be reported in the *pinkas* or before he could enjoy his membership rights. Any honor accorded him during such a period was considered a mere courtesy and not a membership privilege. However, he was required to pay the weekly dues.[3]

[1] Neustadt am Warte Ms. JTS, Accession No. 63968.
[2] Ibid.
[3] Ibid.

According to the regulation of 1859, a candidate for membership in the Chevrah could either offer his services during his first two years or pay not less than 3 reichstaler into the treasury in addition to his initiation fee. Another modification adopted at a meeting of the Chevrah in 1860 was that a מוסמך בשם מורנו could be admitted upon paying 3 reichstaler, provided he married the daughter of a member of the Kehillah. However, if he married a girl from another town and came to reside in Neustadt am Warte, he was admitted to membership upon paying 5 reichstaler. This regulation was adopted with the explicit view in mind to make it easier for the unmarried women. It was a serious problem. The synagogue aimed to insure its existence by first seeing that people did not marry out of town, in which case they would give up their residence in Neustadt am Warte, and, secondly, by allowing that differential which no doubt served as a big inducement.[4]

The election of *kesherim* was held during the intermediate days of Sukkoth and was conducted in the following manner: the candidate's name was written on a card with a little square beneath it. Those in favor of the candidate would insert the word "yes" (הן) and those in disfavor would write the word "no" (לאו). These cards were then deposited in a box so that no one could be able to tell who had voted for or against the candidate. Naturally the majority vote determined the election. Upon election the *kesherim* appointed the *gabbaim*, whose duty it was to buy the necessary prayer books and other religious books for the Beth Hamidrash. However, in each case they had to obtain the consent of the rabbi.[5]

The rabbis conducted a session in talmudic literature every morning after services. Even one who was not a

[4] Ibid.
[5] Ibid.

scholar (Ben Torah) could attend the session in Talmud, as was the widespread custom of all devout men. When the study of a whole tractate was officially completed, a festival was announced in commemoration of the event. And when the study of the whole Talmud was completed, a large banquet (סעודת מצוה) was held to celebrate the event with all members of the Chevrah participating in it. It was a gala affair.[6]

Between the *minchah* and *ma'ariv* services Midrash was studied. This session was known as the Shield of Abraham (מגן אברהם). Almost invariably *ma'ariv* followed the conclusion of the study hour. Sermons or lectures on ethics were delivered by the rabbi at irregular intervals. Members were required to attend the rabbi's sermons; non-members attended whenever they saw fit. The rabbi's lectures were free to all.[7]

In addition to the sessions in Talmud and Midrash, members were required to devote their leisure hours to study in the Beth Hamidrash. Every seventh of Adar the members of the Chevrah were required to fast until noontime. They would assemble in the Beth Hamidrash and read a chapter in the Tractate Suta about Moses, or other Midrashim which would fit the occasion.[8]

Every Sabbath and Yom Tov members read the *Hashkama* in the Beth Hamidrash, and used the Sacred Torah of the Chevrah. *Aliyoth* were accorded the *gabbaim* first; and on High Holydays no single man was treated to an *aliya*.[9]

On the eve of Shabuoth and Hoshana Rabbah (the seventh day of the Sukkoth festival) the youth studied the

[6] Ibid.
[7] Ibid.
[8] Ibid.
[9] Ibid.

Torah in the Beth Hamidrash. No discrimination was practiced as to members of other Chevrahs. Every Simhat Torah members assembled at noontime and celebrated the holiday publicly. Shemini Azeret was not celebrated.[10]

Members of the Neustadt Synagogue made it their duty to visit the sick. Whenever an emergency arose, two men were expedited to attend the patient. If the patient was not a member of the Chevrah Beth Hamidrash, he was allowed one attendant. Whoever drew the lot attended to the case. If for some unforeseen circumstance the member chosen by lot could not himself report for duty, he was required to send a married man as a substitute.[11]

When news reached the members of the Chevrah that a member of theirs had died on the road, they immediately assembled at the home of the deceased and while the dead was being attended to they recited a chapter of the Mishna. Some members helped prepare the body for burial (טהרה). At the funeral they escorted the dead to the cemetery regardless of the weather. Here, too, if one could not attend the funeral he had to send a worthy substitute.[12] Members usually gathered at the house of the deceased for seven days for morning and evening services and recited each time a chapter of the Mishna. They also recited ten chapters of Psalter every morning after services. After the seven days were over members were not required to hold services at the home of the deceased any longer. They assembled only for the study of the Mishna and for the recitation of a chapter from the Psalter.[13] A fine of 18 groschen was imposed on those who failed to attend the services at the mourner's house during the seven days or at a *Jahrzeit*.[14]

[10] Ibid.
[11] Ibid.
[12] Ibid.
[13] Ibid.
[14] Ibid.

The *gabbai* had special duties. He was required to keep a separate *pinkas* in which the income of the whole year was recorded, i. e., donations for candles for the Beth Hamidrash and the names of the donors. All expenses incurred also had to be distinctly recorded in the *pinkas*. At the end of every year the *gabbaim* were required to submit a correct financial statement to the *kesherim* and to the membership. The *gabbaim* remitted any surplus in the treasury to a member of the Chevrah Beth Hamidrash who was elected as the custodian. Entries in the *pinkas* were made by an expert penman and the only other handwriting that was permitted to appear in the *pinkas* was that of the rabbi.[15]

The *takkanot* of the Chevrah Beth Hamidrash could be modified, changed, or abrogated only by a majority vote of its members. The consent of the rabbi was also necessary in such cases. Members failing to pay their dues for more than a quarter of a year or members neglecting to pay their admission fee were expelled from the Chevrah. If a member in good standing did not attend meetings while he was in town, his absence was regarded as an offense and an insult to the members. However, he was pardoned when he presented a good excuse.[16]

Later legislation in October, 1864, provided that the day of the *Jahrzeit* observed in the synagogue must be recorded in the *pinkas*. The *gabbaim* were further instructed to see to it that a little lamp was lit in memory of the deceased in the Beth Hamidrash. Occasionally a member left money for the burning of oil or candles after his death on the day of his *Jahrzeit*.[17] A list of departed ones was preserved from 1840 to 1872.[18]

[15] Ibid.
[16] Ibid.
[17] Ibid.
[18] Ibid.

It was customary for the sexton to wake people for morning services on Sabbath and Yom Tov, but this custom was discontinued in 1866.[19]

Somewhat different synagogue regulations were enacted in other communities, yet they all tended to promote learning. In Schwersenz, for instance, the *dayyanim* were treated first to an *aliya* on Simhat Torah (שמחת תורה) in the synagogue (עזרת אנשים) and then the *alufim* of the *Kahal.* For violation of this rule, a *gabbai* paid 10 florin to the High Commissioner. This fine was imposed in order to prevent conflicts during services.[20]

The giving of board to a groom for more than two years after his wedding was proscribed. However, if he studied the Torah in the Beth Hamidrash he was not subject to this regulation.[21]

Pews were not infrequently sold by their owners. Transactions of this kind we find in Santomischel, Posen, Schwersenz, and in other communities. A resident in Schwersenz once complained that he had contributed generously to the charity fund of the synagogue (עזרת אנשים) in the hope that he might be given a seat in the synagogue but that nothing was done about it. He was therefore willing to contribute 200 florin more in order that he might be allotted a pew in the *mizrach* near the *gabbai.*[22]

The synagogue filled still other functions. A large synagogue in Kurnik, for instance, handled the preparation of the sale of matzoth for Passover for the whole Kehillah. Even the members of the Tailors' Guild obligated themselves to purchase their matzoth from the large synagogue.[23]

[19] Ibid.

[20] Schwersenz Ms. JTS, Accession No. 63972, p. 177a.

[21] Ibid. p. 148.

[22] Santomischel Ms. JTS, Accession No. 63991m; Schwersenz Ms. JTS, Accession No. 63972.

[23] Kurnik Ms. JTS, Accession No. 63964, p. 34a.

In Rogasen, on the other hand, the Kehillah promulgated in 1866 a set of rules concerning synagogue demeanor. Members were forbidden to come to the synagogue in work clothes. They had to be dressed neatly and simply. While remaining in the synagogue, they were required to conduct themselves in a serious and dignified manner. Laughing, talking, or winking were strictly forbidden. No worshipers were permitted to pray aloud, or to chant ahead of the cantor. The use of המן גראגערס on Purim was prohibited, and no display of joy or hilarity was allowed on Tish'a b'Ab.[24]

Children under five years of age were not admitted to the synagogue. Older children were admitted, but the parents were responsible for their behavior during the services.[25] Members were required to respect the *Vorsteher* (synagogue manager). A fine was imposed for the violation of this regulation.[26]

The synagogue regulations of Rogasen were officially approved by the Koenigliche Regierung in Posen on May 1, 1866, because in the opinion of the government the regulations aimed to maintain proper discipline and good order while services were being conducted.[27]

CHAPTER FIFTEEN

Economic Occupations

The economic occupations of the Jews in the Province of Posen were various. The Jews of Schwersenz, for instance, engaged largely in the woolen business. Resident merchants obtained protection from the Kehillah against

[24] Rogasen Ms. JTS, Accession No. 63988–B.
[25] Ibid.
[26] Ibid.
[27] Ibid.

outside competition by having outside merchants trading in wool in Schwersenz pay an income tax. This thwarted competition, for it meant that the outside merchants were subject to taxation without representation. Thus the resident merchant was the beneficiary.[1]

In Obornik the bulk of the Jews traded in cattle, salt, and herring.[2] Cattle was quite an important industry there. The Kurnik Jews also traded in cattle on a large scale. Wine and wool were the other prominent industries in that community. The Jews did a large part of the general business of the community.[3] The tailoring craft among Kurnik Jews was highly significant as is shown in Chapter Six.

The Kehillah territory in each community was more or less well defined. It frequently happened that outside merchants intruded on the business territory of the Kehillah carrying on business relations with the neighboring towns which belonged to it. As a rule, all communities within a mile of Kurnik proper were under the reign of the Kurnik Kehillah. Kurnik merchants demanded that outside competition be checked, for it impaired the business opportunities of its resident merchants. The leaders of the Kurnik Kehillah forced outside competitors out of business by aggressive methods, for they were interested in protecting home industry, trade, and commerce.[4]

Business men enjoyed also another kind of protection. The Kehillah, for instance, protected its merchants by restricting the stay of a visitor (אורח), who came to trade in wool in the Kehillah, to only three days. If a visitor remained beyond the stated length of time he had no right

[1] Schwersenz Ms. JTS, Accession No. 63972, p. 113a.
[2] Obornik Ms. JTS, Accession No. 63986.
[3] Kurnik Ms. JTS, Accession No. 63964, p. 32b.
Ibid. p. 51a.

to transact any business. Not only were wholesalers protected against outside competition, but a watchful eye was kept on the retail business. Merchants from Breslav, for instance, could not conduct a retail business in Kurnik; they were limited to the wholesale field only. Apparently, the wholesale business was of much less importance to the community than the retail business. Such regulations helped to promote the general economic welfare of the members of the Kurnik Kehillah.[5]

Still another way of protecting the business man in the same community was to prohibit single men belonging to the Kurnik Kehillah from going to neighboring villages and towns to do business. Such activities definitely interfered with the economic welfare of its members.[6]

Whenever residents of adjacent communities were registered members of the largest nearby Kehillah, they enjoyed fully all Kehillah privileges and could carry on business activities in its territory.[7]

On the other hand, members of the Borek Kehillah engaged in real estate business to a large degree.[8] In the Sandberg Kehillah the predominant occupation was tailoring. There were 16 tailors out of a total of 35 persons engaged in different occupations.[9] In this category belongs also the Samter Jewish community. Its main economic pursuit was likewise tailoring. According to the records of November 9, 1834, 43 Jews out of a total of 135 engaged in 18 different occupations were tailors.[10]

[5] Ibid. p. 79b.
[6] Ibid. p. 90b.
[7] Ibid. p. 60b.
[8] Borek Ms. JTS, Accession No. 63984c.
[9] Sandberg Ms. JTS, Accession No. 63990a.
[10] Samter Ms. JTS, Accession No. 63989b.

In the Rogasen community the Jews were said to have owned 38 buildings, all inhabited by Jews, and 4 vacant lots. In this community the municipality granted them economic equality and opportunity. The mayor of the city permitted Jewish merchants to trade in cloth, wool, dry goods, herring, salt, and candles on a par with other citizens. Hatmakers, haberdashers, and tailors there belonged to the Polish *cech*. Membership in the *cech* was secured by paying a certain fee to the Polish church. This community too protected its merchants from outside competition by levying a tax on intruders. The municipality further required that wax, honey, and other commodities sold by the pound be weighed in the city of Rogasen whenever they were brought in by outside merchants.[11]

In conclusion, we see that such communities as Sandberg, Samter, and Kurnik were strongly developed along tailoring lines, whereas the Jews in Schwersenz, Rogasen, Kurnik, and Obornik conducted a large business in wool, cattle, wine, and salt. A number of Jews were also found among furriers, cigarmakers, carpenters, bakers, saloon keepers, barbers, landlords, teachers, glassmakers, fishermen, and farmers.

Business activity was regulated and controlled both by the Kehillah and the government giving its members protection and encouragement wherever the need was felt.

[11] Rogasen Ms. JTS, Accession No. 63988c, (Polish)

APPENDIX A

Community Indebtedness

PART I

The financial condition of the Kehillah may best be understood on the basis of litigation cases which so clearly reveal the ways in which the leaders of the community defied creditors and government claims.

The Koenigliches Preussisches Landgericht in Posen intervened on December 26, 1824, on behalf of the creditors of the Jewish Corporation in Samter by publicizing the fact that creditors desiring judgment must file their law suits at once and that no interest would be allowed after two years from the date of intervention by the court.[1]

The Church of Samter submitted a claim for 11,208 Polish florin and 20 groschen at 5 per cent interest beginning Johanni, 1819. Documentary evidence was presented for some of the amounts. The Jewish community borrowed 300 florin on a note signed by the elder of the Synagogue on April 17, 1681, and 220 florin on a note signed by the same person in 1687; 1,700 florin were obtained on a note in 1730; 2,000 florin were borrowd on a note (*Schuldinstrument*) in 1713, in the presence of the *Grossgericht* in Posen; and 400 florin were borrowed for the purpose of contributing toward the support of the organist in the Collegiate Church. The last amount was an accumulation of the annual contributions of 20 florin which the Jewish Corporation of Samter made to the Collegiate Church.[2]

The Koeniglicher Provinzialschulfond in Posen submitted a claim of 864 florin and 10 groschen at 5 per cent

[1] Samter Ms. JTS, Accession No. 63989–B, p. 100.
[2] Ibid. p. 100.

interest beginning May 14, 1810. The reason for the inclusion of this claim with other claims was because the Jewish communities of Great Poland owed their creditors, among whom were some Jesuits, the sum of 446,294 florin and 22 groschen. The court in Posen ruled on July 29, 1765, that the Jewish communities in Great Poland should make good that amount. Following the court's decision a *Distributionsdekret* was issued apportioning the amount among the various Jewish communities. The Jewish Corporation* of Samter was asked to pay 1,813 Polish florin and 22 groschen.[3]

The Koeniglicher Provinzialschulfond, which before the German occupation of Polish territory in 1772 was known as the Polish National Education Fund, had a claim for 864 florin and 10 groschen, a sum which the fund inherited from the Jesuit Order in 1775.[4]

The Hospital of the Merciful Gray Sisters of Samter presented a claim against the Jewish Synagogue for 2,000 florin at 2½ per cent interest, beginning Johanni, 1813. In addition, the hospital claimed interest money on 1,000 florin at 5 per cent interest up to July 30, 1805. This institution was entitled to receive 50 florin as interest on 1,000 florin for the period 1805–1811, and a fee of 9 florin and accrued interest of 70 florin at 5 per cent beginning March 16, 1812.[5]

The Jewish Synagogue of Samter was instructed by the Old Civic Tribunal in Posen on October 27, 1809, to pay the overdue interest on 200 Polish florin, but it did not comply with the terms of the verdict. Originally the Jewish Synagogue in Samter owed 2,000 florin to Catherine Hun's

* The terms "Jewish Synagogue" and "Jewish Corporation" were interchangeably used in the litigation documents.

[3] Ibid. p. 103.
[4] Ibid. p. 103.
[5] Ibid. . 105.

Cloister, which it borrowed at 5 per cent interest beginning March 16, 1812, but when the Hospital of the Gray Sisters fell heir to Catherine Hun's Cloister, it took over the debt and agreed to 3½ per cent interest beginning 1813, instead of 1812.[6]

The Church of Boruszyn presented a claim of 380 florin, at 5 per cent interest, beginning Johanni, 1813, based upon a verdict issued by the Koenigliches Friedensgericht of Samter on July 24, 1819. This verdict was contested by the defendant, but upheld in subsequent appeals.[7]

The Church of Stopanowo claimed it had loaned the Samter Jewish community 500 florin at 5 per cent interest, beginning Easter, 1818. The Synagogue admitted its indebtedness to the Church for the simple reason that the lot on which the Synagogue was built was mortgaged to it. The transaction was considered as a *Hypothekengeschaeft*, i. e., a mortgage deal, but the court rendered a decision similar to the one hereinbefore cited.[8]

The Church of Sobota presented a claim of 1,000 florin at 5 per cent interest, beginning April 17, 1813. The Hospital of Samter submitted a claim of 200 florin at 5 per cent interest which accrued for ten years from the date of insolvency. The synagogue representatives denied this claim, but the court produced a document which showed that the Jews of Samter borrowed 200 florin from the Hospital in Samter, obligating themselves to pay interest every year. Judgment against the Samter Jewish Corporation was based on testimony which proved conclusively that the Jewish community of Samter had paid interest regularly to the Hospital for the period 1782–1796.[9]

[6] Ibid. p. 106.
[7] Ibid. p. 110.
[8] Ibid. p. 112.
[9] Ibid. pp. 114 and 115.

Also, the Dominion of Samter sued its Jewish community for a sum of 2,014 reichstaler, 15 silver groschen and 6 pfennig. A private person by the name of Moses was among the creditors with a claim of 100 reichstaler, 20 silver groschen and 5 pfennig. The Synagogue of Samter claimed that it owed him only 24 reichstaler.[10]

In June, 1835, the Jewish Corporation of Samter obligated itself to pay the Dominion of Samter a tax for the protection of life and property for the period 1826–1833. The Samter Jewish Corporation asked the government if it could defer payment until such time when all former debts had been paid.[11]

The Metropolitan Kapitel claimed on December 9, 1836, that the Jewish Corporation in Samter owed it money as follows: 99 reichstaler and 25 silver groschen due the Psaltoriten Collegium, and 83 reichstaler and 10 silver groschen due the Oratorium Santae Barbarae. The administration of the Jewish Corporation denied these claims and further advised the Metropolitan Kapitel to consult the Acts of the Land- und Stadt-gericht in Samter concerning the insolvency of the Jewish Corporation.[12]

Rabbi Jacob Cohen submitted a claim on January 31, 1836, at a meeting of the representatives of the Jewish Corporation held at the Synagogue of Samter.[13]

About 1840, the indebtedness of the Samter Jewish Corporation based on the claims mentioned amounted to about 30,941 florin and 13 groschen. In 1847 its indebtedness was 6,962 Polish florin,[14] and in 1850 the indebtedness was 1,219 reichstaler, 7 silver groschen and 4 pfennig. On February 24, 1866, the Board of Directors of the Jewish

[10] Ibid.
[11] Ibid. p. 20.
[12] Ibid. p. 30.
[13] Ibid. p. 36.
[14] Ibid. p. 150.

Corporation of Samter issued a statement in which it said that the Corporation's indebtedness including interest up to that time amounted to 600 reichstaler, which was to be paid by 1870. This amount was inclusive of 500 reichstaler which the Jewish Corporation owed the Metropolitan Kapitel in Posen.[15]

In order to meet the different claims, the Jewish Corporation of Samter drew from the Krupkenkasse 580 reichstaler and deposited it with the Koenigliches Landgericht in Posen. The magistrate of Samter advised its Jewish Corporation on March 9, 1835, to apply the money which it had deposited with the Koenigliches Landgericht in Posen towards the amortization plan in 1835.[16]

The Jewish Corporation submitted an amortization plan for 1836 on August 2, 1835, to the Koeniglicher Landrath of Samter according to which the indebtedness would be amortized within thirty years. Along with this amortization plan three other lists were presented, such as a statement of indebtedness, a statement of the properties of the community, and a statement of the income of the community. The outstanding features of the amortization plan were: first, permission to raise the Krupkenkasse, and, secondly, the free disposition of the 580 reichstaler kept in the depository of the Koenigliches Landgericht of Posen. The first payment was intended to be made on January 1, 1836.[17]

The Jewish Corporation notified the Landrath that it had no cash. The Koeniglicher Landrath of Samter advised the Koenigliche Regierung of Posen that he had rescinded the proposal of the representatives of the Jewish Corporation to constitute its own amortization committee.

[15] Ibid. p. 240.
[16] Ibid. p. 6.
[17] Ibid. p. 21.

Instead he recommended that the Jewish Corporation of Samter be informed of the fact that each member of the community contribute to the amortization plan. He stated very explicitly that the Krupkenkasse was not to be used as a fund-raising agency for amortization purposes.[18]

The Koenigliches Land- und Stadt-gericht in Posen informed the Samter Jewish Corporation that it would refund the funds kept in its depository as soon as the creditors had agreed to it. For that purpose, May 24, 1837, was set aside as the creditors' meeting date, at which time such consent was to be sought.[19] The financial condition of the Jewish Corporation was in such an embarrassed state that on December 21, 1835, six creditors met in Samter to talk over the matter of the Corporation's indebtedness and decided that they would not ask for interest, only for the principal.[20]

Considerable difficulty was encountered in collecting contributions for the amortization plan from those who had moved out of town. Paragraph 2 of the *Juedischesabloesungsgesetz* of May 24, 1869, for the Province of Posen clearly stated that the Jewish Corporation in Samter enjoyed the undisputed right to collect contributions from those who had moved out of town.[21]

The amortization plan was revised several times before it was finally approved by the Koeniglicher Landrath. The government specifically forbade the use of the funds of the Jewish Corporation for current expenses. The funds of the Corporation were to be diverted toward the payment of debts. The government made it clear on February 25, 1869, that imprisonment in addition to a fine would be imposed for the violation of its orders.[22] The government

[18] Ibid. p. 27.
[19] Ibid. p. 62.
[20] Ibid. p. 35.
[21] Ibid. p. 260.
[22] Ibid. p. 244.

further stipulated, in order to satisfy the creditors, that it would attach the private property of the members of the Jewish Corporation. The treasurer of the Jewish Corporation was instructed by the government to report at once to the Landrath about this decree. The government instructed the representatives of the Jewish Corporation to raise a sufficiently large fund to pay the creditors, i. e., 184 reichstaler, a sum of money originally paid for current expenses. This sum the representatives decided to cover from the treasury of the Jewish Corporation, which in 1868 had 421 reichstaler, 9 silver groschen and 9 pfennig. They agreed to remit 100 reichstaler to the Metropolitan Kapitel in partial satisfaction of the outstanding debt.[23]

The amortization plan had to be gone over and approved by the government every year. In 1869, according to this plan, the Jewish Corporation in Samter was required to pay 561 reichstaler and 20 silver groschen on the principal alone; 28 reichstaler, 2 silver groschen and 6 pfennig on current interest; 95 reichstaler, 25 silver groschen and 2 pfennig on overdue interest.[24] Thus, the indebtedness of the Jewish Corporation of Samter was settled on the basis of the amortization plan over which the government had complete control.

PART II

The Rogasen Jewish Corporation informed its magistrate on September 26, 1834, that the yearly tax of 90 reichstaler which it had paid in former years was not a land tax but a *Persoenliche Abgaben* or *Gewerbe Abgaben*, i. e., a personal or business tax. It refused to pay the tax any longer, because the law of May 13, 1833, exempted it from further

[23] Ibid. p. 244.
[24] Ibid. p. 259.

payment.[25] But, on the other hand, the Koenigliche Preussische Regierung in Posen notified the Rogasen Magistrate on October 10, 1834, that it did not consider the taxes which the Jewish Corporation had paid in former years as *Persoenliche Abgaben*. Consequently it was incumbent upon the Jewish Corporation to defray the accrued taxes and only later, if it so desired, sue the State. The magistrate was empowered to collect the land taxes from the Jewish Corporation within eight days and report back to the government in Posen. Thereupon the Jewish Corporation sent out a call to its members for contributions in order that court proceedings might be averted.[26]

On November 3, 1834, the Jewish Corporation asked the magistrate in Rogasen to grant it an extension of time, at least of eight days, in which to make its declaration.[27] In the interim the Jewish Corporation addressed a communication to the Prussian *Ministerium* in Berlin. It stated in its memorandum that it paid annually to the State 90 reichstaler, 12 *Talgstein* (12 measures of wax) and 2 *viertel Rindfleish*. It admitted it had no knowledge of the purpose or the name of the tax. Since neither the Jewish Corporation nor the government could prove what the tax was paid for it was reasonable to assume that it was a tax on business. This tax was paid up to May 13, 1833, the date on which the Prussian law exempted it from further payment of taxes. The Corporation communication did not fail to mention the fact that, out of the 1,300 Jewish souls in Rogasen, at least 300 were beggars.[28] The memorandum also reviewed the facts concerning the fires which caused untold financial distress to the community. Com-

[25] Rogasen Ms. JTS, Accession No. 63988–C.
[26] Ibid.
[27] Ibid.
[28] Ibid.

mercial activity was at a standstill. Even the clothing manufacturers had shut down their factories. It was largely because of the general disaster and depression that the Jewish Corporation sought to avert court proceedings.[29]

On April 6, 1835, the administration officers of the Corporation asked the *Oberpraesident* of the government of Posen for an extension of time, for it had no funds at the time with which to pay the taxes.[30] The magistrate in Rogasen was also notified of this condition, so that he might await the government's orders and thus postpone action against the community. As a matter of fact, the magistrate did inform the Rogasen Jewish Corporation that he extended the time to May 17, 1835, and that if it should have received no answer by that time from the Koenigliche Regierung he would proceed at once with court action.[31]

As it happened, things were not running so smoothly in the administration office. Lack of cooperation and unity in its ranks were the chief enemies of the Corporation. Suddenly the representatives informed the administration officers that they had no secretary who could prepare a list of contributors to defray 90 reichstaler.[32]

While negotiations were being conducted between the Jewish Corporation and the magistrate, the *Oberministerium* of the Koenigliches Palast confirmed a former ruling by the Koeniglichesgericht in Posen that the Jewish Corporation in Rogasen had to pay the 90 reichstaler. Such a decision was, in the opinion of the court, in accordance with the law of May 13, 1833. Thereupon a meeting of the representatives was called and attended by 8 out of 19

[29] Ibid.
[30] Ibid.
[31] Ibid.
[32] Ibid.

members. At this meeting dissatisfaction with the decision of the Koenigliche Regierung in Berlin was voiced. Again, in order to defer court proceedings they asked the government for an explanation of its rulings.[33]

While, on the other hand, the Jewish Corporation succeeded in postponing court proceedings, lack of solidarity was again manifest. On October 24, 1835, the administration officers informed the representatives (*Repraesentantenversamlung*) that their president had left town for some time and that the vice-president gracefully declined to prepare the list of contributors, saying he was very busy. The leaders did not pull together, and as a consequence the magistrate instructed the exchequer to take the case to court. As a result of such action there was very little time in which to raise the 90 reichstaler by subscriptions.[34] Since there was no other alternative the representatives asked the administration officers to prepare the list of contributors. The representatives turned again to the magistrate in Rogasen for an extension of time, since they claimed they were working on a plan to pay off the debt. The magistrate yielded this time, as he had done in former times, and extended the time until November 1, 1835.[35]

While the list was being prepared, the administration officers sought an interpretation from the Koenigliche Regierung regarding the name of the tax which they had paid in former years. The specific point raised was whether the whole community including those who did not own any land paid the tax or only those who possessed land. All these inquiries and investigations were manipulated deliberately in order to check action in court.[36]

[33] Ibid.
[34] Ibid.
[35] Ibid.
[36] Ibid.

In addition to improper management, general economic conditions in the country were at a low ebb and the treasury of the Jewish Corporation suffered accordingly. At the meeting of the representatives held on August 28, 1836, particular attention was focused on the treasury of the Jewish Corporation, which was supposed to provide as a land tax 50 reichstaler every month for the period August, 1834–1835.[37] At a subsequent meeting of the representatives held on November 16, 1836, the administration officers received instructions to pay the Dominion 90 reichstaler in two installments, 45 reichstaler per month, a matter which had to be confirmed by the government. This amount was appropriated from the Krupkenkasse for the reason that there were no funds in the main treasury.[38]

However, at another conference of the representatives on November 22, 1837, it was definitely decided to bring action against the Prussian State. The administration officers were authorized to engage the services of a lawyer to handle the case for them, because all the efforts and attempts to prevent a law suit against the government had failed them.[39]

The year 1839 brought some fresh difficulties and entanglements. On January 28, 1839, the Rogasen magistrate requested the Jewish Corporation to produce evidence within 14 days to the effect that it had paid in 1828 an old debt of 67 reichstaler, 3 silver groschen and 11 pfennig to the exchequer, the balance being 236 reichstaler, 16 silver groschen and 9 pfennig.[40] To this the Jewish Corporation replied that it was in possession of a receipt for 50 reichstaler showing that it had been paid in 1828.[41] The Corpo-

[37] Ibid. [38] Ibid.
[39] Ibid. [40] Ibid.
[41] Ibid.

ration further hoped to prove by means of receipts that the balance of indebtedness had been paid. The receipts were temporarily in the hands of a Rabbi Fawerman, and the chief administrator of the Jewish Corporation therefore asked the magistrate to give him time in which to secure those receipts from the Rabbi. In the meantime the administration wrote to the *Oberpraesident* of the Province of Posen on April 30, 1839, for a copy of the decree which exempted the Jewish Corporation from paying the whole amount of indebtedness.[42] This request was forwarded by the *Oberpraesident* of the Province of Posen to the Koenigliche Regierung in Posen for further disposition.[43]

Thereupon the Department of the Interior of the Koenigliche Pruessische Regierung in Posen informed the directors of the Jewish Corporation on June 6, 1839, that the former *Oberpraesident* had never written off the amount of indebtedness.[44] Shortly afterwards the magistrate served notice to the directors of the Corporation insisting upon the payment of the balance of 236 reichstaler, 16 silver groschen and 9 pfennig. He threatened he would bring action against the Corporation in case it failed to comply with his request. But strange as it may seem, he advised the Jewish community that the latest investigations compelled him to change his mind and that the Corporation might be exempted from paying the required sum of money.[45]

During the period of 1839–1841 the expenditures of the community always exceeded its income. The indebtedness for this period was 1,952 reichstaler, 6 silver groschen and 10⅓ pfennig. Thus the balance sheet was not a favorable one.[46]

We find that on November 11, 1846, the Jewish Corpo-

[42] Ibid.
[43] Ibid.
[44] Ibid.
[45] Ibid.
[46] Ibid.

ration asked again the Koenigliche Regierung of Posen to exempt it from paying the yearly tax of 90 reichstaler.[47] This time an old document was produced to show that on February 16, 1786, the Synagogue in Rogasen entered into an agreement with its "Starosta" to the effect that the Jews could rebuild their homes in Rogasen and engage in whatever business they desired. This agreement was approved by the King of Prussia himself. Formerly the synagogue had had to pay to the Starosta 30 ducats every year for that privilege. At the time the old taxes were in effect 1 ducat was exchanged for 18 florin, but when the agreement with the Starosta was concluded a ducat was worth 16 florin and 3 groschen. The Jewish Corporation obligated itself to pay 15 florin per ducat.[48]

The government, on the other hand, maintained that the Jewish Corporation should pay the royal tax according to an old law of 1569 and another one of 1768. Mr. Moritz, attorney for the Jewish Corporation, contended that the government had no proof of the existence of such laws, and furthermore that they had never been recognized by the ancestors of the plaintiffs of the Jewish Corporation; for whenever the Jews paid taxes on their houses, the Dominion approached every one of the Jewish landlords individually.[49] However, the government consistently maintained that the old treaty of 1786 was ample evidence.[50] To this the Corporation representatives took exception by saying that the treaty could not serve as proof because the parties who signed it were not authorized to act on behalf of the Jewish Corporation.[51] They further stated that the yearly tax of 90 reichstaler was paid in former years for the privilege of residing in Rogasen and for the right to engage in business.

[47] Ibid.
[48] Ibid.
[49] Ibid.
[50] Ibid.
[51] Ibid.

At the trial which took place at the Koenigliches Hochgericht in Posen on February 28, 1848, the Jewish Corporation pleaded that the 90 reichstaler were paid in former years as a personal tax.[52] The tax was levied arbitrarily by the Polish Starosta, and was later abrogated in accordance with the new Prussian law of March 13, 1853.[53] The Jewish Corporation further argued that in the latter part of the eighteenth century the Starosta of Goschiejewo used to collect taxes arbitrarily from every member of the Jewish Corporation whether in cash, in *Talg*, or in meat.[54] Later on the Jewish community was made responsible for the taxes of its members. Furthermore, the fact that taxes were not mentioned in the old *Privilegium* was proof that it was not a land tax, but a tax exacted without any definite reason or purpose. Witnesses testified to the effect that personal taxes were collected from every member of the Jewish community. After much discussion the court delivered judgment against the Jewish Corporation.[55]

It was but a little over a year later that the verdict of the Koenigliches Appellationsgericht in Posen on June 26, 1849, reversed the ruling of the Koenigliches Hochgericht in Posen in favor of the Jewish community. The court held that the Jewish Corporation no longer had to pay the tax of 90 reichstaler because it was a personal tax and not, as the State claimed, a royal tax. The opinion was based on the law of May 13, 1833.[56]

Dissatisfied with this verdict, the State kept on appealing to higher tribunals until it reached the Koenigliches Obergericht in Berlin on June 17, 1852. This tribunal agreed with the Koenigliches Appellationsobergericht for the Province of Posen, holding that the tax the Jews paid was a personal tax for the protection of life by the Polish Starosta.[57]

[52] Ibid. [53] Ibid. [54] Ibid.
[55] Ibid. [56] Ibid. [57] Ibid.

Now that the Jewish Corporation had succeeded in convincing the State that it did not have to pay the yearly tax of 90 reichstaler, it made attempts to have past payments refunded. It lost no time in requesting its attorney, Mr. Moritz, to look into the matter. But Mr. Moritz recommended to the Jewish Corporation, first, to ask the Prussian minister for the refund; then, should the minister refuse the request, he would file a law suit.[58] In the meantime Mr. Moritz informed the Jewish Corporation that it was not entitled to exemption from tax for the year 1833, because the law promulgated in that year stated clearly that the Jewish community was to be exempted from the tax only in the future, not in 1833.[59]

Mr. Moritz was now preparing a new case against the State, receiving the necessary material from the Jewish Corporation. The Corporation officers told their lawyer that the board of overseers had never advised them to enter objections to that yearly tax. Therefore it paid the tax on time in order to avoid paying delinquent fees.[60]

The Jewish Corporation received a refund only for stamps and stationery in the amount of 8 silver groschen. The Koenigliche Regierung in Posen contended on July 26, 1863, that the Corporation could not possibly have incurred as large expenses as it claimed, namely 21 reichstaler, 1 silver groschen and 6 pfennig; because, according to the statement of the attorney for the Obergericht in Berlin, each party paid its own expenses, and it was not a case where the loser had to pay for both.[61] However, the government expressed its willingness to pay the amount requested by the Corporation provided the court would issue the proper orders to that effect.[62]

[58] Ibid.
[59] Ibid.
[60] Ibid.
[61] Ibid.
[62] Ibid.

PART III

The Santomischel Jewish community experienced similar difficulties with its government. In January, 1836, this community appointed Mr. Jacob Makower as its attorney and also an advisory committee to help him in fighting the case against the Santomischel Revenuenmasse. It was clearly understood that the Jewish Corporation would abide by the decisions of this committee.[63]

The first trial was set for October 1, 1837. Mr. Makower threatened not to appear in court on the stated date in case he could not procure the necessary information. He later returned the list of names which he had received from the Jewish Corporation, because it failed to show how much was paid and just how much remained to be paid as a military tax. Every citizen was required to pay each year a military service tax. The Santomischel Jewish community paid every year 115 reichstaler as a *Recruitensteuer*. Mr. Makower asked therefore for a new list of recruits prepared in the German language.[64]

The behavior of some of the representatives was apparently indecent. Mr. Makower complained that several of them behaved improperly on the day preceding the trial and could not therefore appear in court. He warned them not to repeat such a misdemeanor.[65]

The Jewish Corporation sent word to the Appellationsgericht on November 27, 1836, that it had paid taxes from 1779 to 1822. It insisted that such taxes had been properly receipted by Commissarius Stimiziviki and Commissarius Prybyki, although the latter had none in their possession. It further maintained that the Dominion register would

[63] Santomischel Ms. JTS, Accession No. 63991–J.
[64] Ibid.
[65] Ibid.

substantiate its contention. The Jewish Corporation had no system of accounting which could prove that it had defrayed the taxes during the disputed period. However it was willing to take an oath to that effect.[66]

The following argument was brought into prominence as a result of the plaintiff's reply to the Jewish community; the plaintiff argued that the Jewish community owed taxes on the land on which the synagogue was located and also a tax on ritually slaughtered meat. He was endeavoring to prove that such taxes were paid in accordance with paragraph 600 of the old *Preussisches Landgesetz.* He further contended that the claim was based on paragraph 500 of the old *Preussisches Landgesetz.*[67]

The Jewish community again contended that the plaintiff did not prove the point about the land tax, nor did he refute the statement of the Jewish community, that since 1822 it had owned the synagogue which was erected on a lot purchased by the Corporation itself. Of course, the main contention of the Jewish community was that it did not pay a land tax but house rent. The counsel for the defendant felt so certain that he had a valid argument that he moved to discontinue the hearing of witnesses. He thought he surely had won the case. He even insisted that court expenses be paid by the plaintiff.[68]

What actually happened was this: The court overruled the arguments of the Jewish community and delivered judgment in favor of the plaintiff. Thereupon the Jewish Corporation appealed to higher tribunals. The Koenigliches Obergericht in Posen delivered an opinion on November 18, 1840, that it could not be ascertained whether the taxes which the Jewish community had paid

[66] Santomischel Ms. JTS, Accession No. 63991–M.
[67] Ibid.
[68] Ibid.

for the 50 years prior to 1821 were land taxes or house rentals. Count Skorzewsky, representing the Dominion, lost his case against the Jewish Corporation of Santomischel for lack of circumstantial evidence.[69]

Notwithstanding this last decision, the case was appealed to the Koenigliches Apellationsobergericht in Posen on February 25, 1841. The verdict of this court upheld the contention of the Jewish community, namely that formerly, up to 1822, rent had been paid for the house in which the synagogue was built. In 1822 the synagogue structure was torn down upon the request of the police department, and from then on the community did not pay any rent at all to the Dominion. Prior to 1822 the Jewish community had paid an annual rent of 216 florin, because both the synagogue and the quarters in which the rabbi and the butcher lived were built and owned by the Dominion; but since then the Jewish community had built its synagogue on its own lot, and therefore should not have to pay any rent.[70]

The court went on to say, with respect to the tax on ritually slaughtered meat, that in its opinion the butchers paid a yearly tax of 4½ reichstaler to the Dominion as a tax on ritually slaughtered meat. The elders of the synagogue collected that tax from the butchers during the period 1812–1822 with the express understanding that they would not be held responsible for the failure of the butchers to pay the tax. They merely collected that tax for the government and were in nowise responsible for its payment.[71]

Despite the decision of the court, Mr. Berwinski, an officer of the Dominion and one who had been in the government service from 1816 to 1834 in the capacity of *Com-*

[69] Ibid.
[70] Ibid.
[71] Ibid.

missarius, declared he had collected land taxes from the synagogue every year up to 1822 at Martini and that they were receipted as such. He contended that this could be proved from the privileges granted the Jewish community by Prince Calixtus Poninski, former chief of the Dominion, a copy of which had been preserved in the archives of the Dominion.[72]

As regards the butchers' taxes, he argued that the Jewish community had created the *Krupkensteuer* for that very purpose. Every butcher paid a tax on ritually slaughtered meat which the Corporation transferred to the Dominion. Of course the Jewish community was not directly responsible to the Dominion; the Jewish butchers themselves were responsible. Up to 1822 the Jewish Corporation paid to the Dominion the butchers' taxes which it had collected from the butchers in the form of a *Krupkensteuer*. For more evidence concerning this matter, Mr. Berwinski referred the court to the deliberations of April 16 and November 17, 1798, at the Patrimonial Court in Santomischel.[73]

After considerable discussion the court ruled that the Jewish butchers had been exempted from paying the trade tax after the new Prussian *Landrecht* was promulgated. Before that time every Jewish butcher had paid a tax of 4 reichstaler and 15 silver groschen. However, since the Jewish community collected these taxes through the *Krupkensteuer* between 1823 and 1833 and did not hand them over to the Dominion, it was reasonable to conclude that the Jewish Corporation should be held responsible for the amounts collected.[74]

Dissatisfied with the decision of the Koenigliches Appellationsobergericht the Dominion sent the case up for review

[72] Ibid.
[73] Ibid.
[74] Ibid.

before the Koenigliches Hochtribunal; but this tribunal too acquiesced in the general opinion of the Appellationsgericht for the grand duchy of Posen.[75]

The Santomischel Jewish community was on the whole more fortunate than its sister communities, for in 1835 its indebtedness was 517 reichstaler, whereas its assets amounted to 4,300 reichstaler. The Krupkenkasse alone brought in 650 reichstaler that year, and synagogue offerings amounted to 20 reichstaler. Yet there were times during the second quarter of the nineteenth century when it had to submit amortization projects to the government showing how it intended to pay off its indebtedness.[76]

PART IV

The Borek Jewish community, too, found itself involved in court proceedings. It experienced the same difficulties as the other Jewish corporations. The Borek Jewish community was founded in 1665, and the residents there paid to the Borek municipality a land tax of ten per cent of any piece of property sold, which between 1665 and 1770 had to be remitted at the time of the sale to the exchequer. That tax was still paid by Christian residents, but the Jewish Corporation refused to pay it beginning 1823. It contended that according to the edict of privileges issued on June 24, 1763, the Jewish Corporation was exempted from paying that tax.[77] Furthermore, in the old document Jews were mentioned only as buyers and not as sellers of property.[78] To this the magistrate remarked that the receipts of the treasury could prove that a land tax had been

[75] Ibid.
[76] Ibid.
[77] Borek Ms. JTS, Accession No. 63984–C.
[78] Ibid.

paid by the Jewish Corporation for the previous few years. Furthermore, 15 Jewish landlords testified in December, 1823, that they had paid a land tax, but in the same breath they also said that 15 years before they had paid a yearly tax of only 50 reichstaler instead of a land tax. Both the magistrate and the Corporation agreed on this point.[79] Official authorization to sue the Jewish community of Borek was granted its magistrate by the Koenigliche Preussische Regierung in Posen on November 20, 1825.[80]

Law suits against the Borek community did not end here. The provost in Krotoschin, Von Somansky, claimed on August 10, 1826, in his statement to the Koenigliches Pruessisches Landgericht in Krotoschin that the Borek Jewish community owed him 160 reichstaler, 12 silver groschen and 6 pfennig on the synagogue mortgage. Interest on this mortgage was to be paid every year on Johanni or June 24 to the provost in Koschmin, and it amounted to 87 florin and 15 groschen. The community owed such interest for the previous six years. On March 26, 1816, the Friedensgericht in Krotoschin issued an order requesting the Borek community to pay the interest up to 1815. However, since no interest had been paid, the accumulated interest by 1826 amounted to 962 florin and 15 groschen, or 160 reichstaler, 12 silver groschen and 6 pfennig.[81]

The representatives of the Borek Corporation replied to this that they owed interest to the Church in Koschmin only for the years 1824 to 1826. They further claimed that interest was always paid to the provost's substitute, who was the administrator of the Church in Koschmin, but never to the provost himself, who resided in Posen. Unfortunately, the receipts showing that interest had been paid

[79] Ibid.
[80] Ibid.
[81] Borek Ms. JTS, Accession No. 63984-B.

up to 1823 had been destroyed by fire in 1820. Only the receipts for 1822 were available, from which may be inferred that interest had also been paid in previous years. The Jewish Corporation refused to pay interest until such time as the Church of Koschmin had turned the old documents in their possession over to it. This case, unlike the other cases, was at first handled by the elders of the synagogue, who had full authorization to act on behalf of the community.[82]

The provost's charge was further refuted by the Jewish community, in that it denied that the yearly interest amounted to 87 florin and 15 groschen. It contended that it was only 82 florin and 15 groschen. The Jewish Corporation therefore pleaded that the complaint of the provost be rejected.[83]

The provost's attorney took the case to court and was determined to fight the community to the finish. On April 19, 1827, he succeeded in proving his original claim by producing three documents; one document of March 14, 1753, stated that the Jewish community had borrowed 300 Polish florin, another one of March 29, 1753, gave the sum of the loan as 250 Polish florin, and the last document, drawn on August 4, 1768, was for 1,200 Polish florin, the total loan being 1,750 florin, which at five per cent made the yearly interest 87 florin and 15 groschen.[84]

The Jewish community was not content with the results which the provost obtained from the court and now engaged an attorney to appeal the case to a higher tribunal. The representatives of the Jewish Corporation asked their attorney to make use of all witnesses available, for thus far only one witness had taken the stand. They also ad-

[82] Ibid.
[83] Ibid.
[84] Ibid. p. 21.

vised him that they had found two receipts, one for 121 Polish florin and the other for 77 Polish florin and 15 groschen.[85]

Mr. Gembalsky, representing the provost, testified under oath that the last remittance he had received from the Jewish Corporation in Borek was 32 florin and 15 groschen, but a witness for the community testified that Gembalsky had received 92 florin. The Borek Corporation contended that Gembalsky received altogether 400 florin in interest beginning 1819. Another witness was called to testify that interest was paid up to 1819. In other words, the contention of the Jewish Corporation was that it owed interest only for three years.[86]

The whole matter was taken up by the Koenigliches Landgericht in Krotoschin, and a verdict was pronounced on May 23, 1828, that the Borek Jewish Corporation had to pay to the provost of the Catholic Church on its mortgages the sum of 1,750 florin, plus interest for the years Johanni, 1815–1819, and again from Johanni, 1823 — Johanni, 1826, the sum of 525 florin. To avoid further court proceedings, the community was requested to pay that amount to the Catholic Church within four weeks from the date of notification. The provost lost only that part of the case which persistently demanded interest from 1819 to 1823. As to court fees, the Catholic Church paid one-third and the community the balance.[87]

The verdict was naturally unsatisfactory to the Jewish Corporation, first because the decision provided that the Jewish community should pay interest for six years, and secondly because two-thirds of the court fees were assigned to the Corporation for payment.[88]

[85] Ibid.
[86] Ibid.
[87] Ibid. p. 40.
[88] Ibid. p. 45.

Soon after, on September 22, 1828, both parties to the case were notified that the law suit was transferred from Krotoschin to the Koenigliches Pruessisches Landgericht in Fraustadt, and that the date for the trial was set for October 9, 1829. In other words, the fate of the Jewish Corporation was now in the hands of the court in Fraustadt. To argue the case before that court, the Corporation's lawyer needed a general power of attorney (*Vollmacht*) which the community issued to him. Fifty-three people signed that authorization. The plenipotentiary of the Jewish Corporation was the Koeniglicher Landgerichtsrat in Krotoschin, who was also known as the Justiz Commissiarius Brachvagol. He was appointed on April 24, 1827.[89]

The Koenigliches Landgericht in Krotoschin had another complaint against the Borek Jewish Corporation. The Jesuitencollegium presented a claim for 883 florin and 6 groschen, or 147 reichstaler and 6 silver groschen, against the Borek community. That was borne out by the Distribution Act of 1787. The Jewish Corporation owed interest for the ten years preceding November 15, 1830, the date of the complaint, and current interest since that date, which should have been paid at the Regierungs Hauptkasse in Posen.[90]

Thus the outstanding indebtedness of the Borek community as revealed in court proceedings totaled 3,158 florin and 6 groschen. Of course this sum should not be taken as a final indication of the financial condition of the Borek community, for it had other smaller liabilities. Our present investigation of these cases aims to ascertain the indebtedness of the Jewish Corporation to its creditors.

[89] Ibid. p. 47.
[90] Borek Ms. JTS, Accession No. 63984–C.

PART V

The Obornik Jewish community did not suffer from the same ills as those communities which we have just discussed. The uneasiness which it experienced was more directly concerned with the present. For instance, the magistrate of Obornik received orders from the Koenigliche Regierung in Posen on December 3, 1833, to force the Kehillah in Obornik to pay land taxes. It simply instructed the magistrate to turn over the collection of taxes to the bailiff in case the community should refuse to pay. The magistrate then turned to the Obornik Kehillah with a request that they prepare at once an assessment list for the amount of 160 reichstaler, 8 silver groschen and 6 pfennig, the land tax for the previous year of 1833. Permission was granted by the Koenigliche Regierung in Posen on July 25, 1834, to the Obornik community to prepare such an assessment list.[91]

However, the mere preparation of an assessment list was no panacea for the embarrassed financial condition of the community. The community was poor and had very few assets. The government of Posen realized this when it wrote to the Koeniglicher Landrath in Obornik on December 21, 1835, that it did not know just how to exact the land taxes from the Obornik community, since the latter was too greatly impoverished.[92] Thus the Obornik Jewish community was not molested very much.

The Sandberg Kehillah on the other hand was in much better position as regards liabilities; it had no indebtedness whatsoever.[93]

Such, however, was not the case with the Lissa Kehillah. The bulk of its rich members moved out of town, thereby

[91] Obornik Ms. JTS, Accession No. 63986.
[92] Ibid.
[93] Sandberg Ms. JTS, Accession No. 63990-B.

diminishing the income of the Kehillah. This condition reached such a critical point that the Jewish community actually became financially embarrassed, and could not meet its enormous indebtedness of 17,000 reichstaler. Fifty-eight people signed a communication addressed to the government on the subject of *Abfindungsgeld*, i. e., a tax for the privilege of residing in the city. The Kehillah sought government advice regarding those who moved away from the community and did not pay that settlement tax. The Kehillah had no alternative but to invoke the aid of the government in having its income adjusted in some way so that it would be able to meet the demands of its creditors.[94]

The financial condition of the Koschmin community remains practically unknown. All we find in our manuscripts is that they made three loans between March 4, 1768, and 1778, in the amount of 1,750 zlotys.[95]

The Sarne Kehillah was also in arrears insofar as its share of indebtedness to the Jesuitencollegium was concerned. By the Distributionsurteil of March 5, 1787, the Sarne community was alloted its share of 123 Polish florin, or 20 reichstaler, to be paid to the Koenigliches Provinzial Schulcollegien, which fell heir to the Jesuitencollegium. The Koenigliches Pruessisches Friedensgericht in Rawicz was asked by the plaintiff to instruct the Jewish community to pay interest for the previous ten years, payment to be made to the Regierungs Hauptkasse in Posen. A verdict to that effect was issued by the court on April 28, 1831. The Jewish community conceded that it owed that sum of money to the Provinzial Schulcollegien and asked

[94] Lissa Ms. JTS, Accession No. 63985.
[95] Rogasen Ms. JTS, Accession No. 63988–C (Polish).

to be permitted to pay it within eight days. The Kehillah of course paid the court fees.[96]

A hearty response burst forth from the community to comply with the court decision. Twenty members contributed the sum of 43 reichstaler and 22 silver groschen, each member donating 2 reichstaler and 20 silver groschen.[97]

In all cases, save one notable exception, the Jewish communities were engaged in litigation proceedings, sometimes successfully and sometimes in vain. But as in the successful so in the unsuccessful cases, one fact stands out, namely, that the Jewish communities invariably lived beyond their means and were constantly fighting their creditors in court when in straitened conditions. For when they were financially sound they yielded without question to government taxation, whether justly assessed or not.

APPENDIX B

MUR GOSLIN MS., ACCESSION NO. 63974 (1808), pp. 9–10.

הן היום דלמטה ישבנו אנחנו ח"מ בצירוף גדול והסכמנו כולם בהסכמה אחת שכה יקום וועז איינער פון אנדערע קהלות וואלט זיך וואהלין בכדי בכאן . . . אצלנו, אלזא וועדט ער אצלנו ניט אנגענומען ביז ער אויף וויזען מוז לכל הפחות סך שלשה מאות ר"ט און נאך הער מוז זיך ער . . . עס אלופי קהלותינו וועגען עירנות וגם איינער מאנשי הקהל . . . וועדט וועק ציהען און דער יעניגער וועז פילייכט שני שנים און מעהר נאך די שנים ווידער . . . וואהלען ציהן לכאן דא וועדט דער יעניגער דא איין געזעהן ווי איין אורח

28 signatures follow

[96] Sarne Ms. JTS, Accession No. 63992–B.
[97] Ibid.

APPENDIX C

SCHWERSENZ MS., ACCESSION NO. 63972
(c. April, 1725), p. 117b.

עד שראינו ופקחנו בעיני קהלותינו הקדושה וזאת מצאם שמהיום והלאה אסור באיסור גמור ואיסור כולל בחרם הגדול יבין שלא לקבל בתוך עירנות קהלותינו למי שמשדך את עצמו חוץ קהלותינו יצ"ו והסך נדן הוא פחות מן ארבעה מאות זהובים ועד בכלל רק הרשות ביד האלופים הקהל יצ"ו לקבל בכל שנה ושנה שנים ואף אלופי הקהל אסור לקבלו בלתי צרוף אסיפה ואין לשום שמש או חזן או לשום אדם לכתוב תנאים ומכ"ש לעשות הקנין מאל בלתי ידיעת והרמנא מאלופי הקהל יצ"ו בעונשי גדולים ונוראים כמו שעובר על התקנות והחרמות של קהלתינו יצ"ו באשר שהכל לעמוד ומצב ולטובת קהלותינו יצ"ו, אבל אם הנדן הוא יותר מן ארבעה מאות זהובים אזי אין צריך שום שאלה והרמנא בעולם רק לעשות כאות נפשו וחלילה לשנות נעשה היום, יום ד ניסן תפ"ה

5 signatures follow

APPENDIX D

SCHWERSENZ MS., ACCESSION NO. 63972
(c. April, 1707), p. 105a.

עלה במוסכם מאלופי כשירי הקהל יצ"ו דהאי שתא ח"ה של פסח לפ"ק תס"ז

מאחר שנתפרצו היום עברות וח"ו נשתכחה תורה מישראל בכן הסכימו שלא ליתן רשות לאנשי בני קהלתינו יצ"ו רק כל שנה ושנה שלשה שידוכים וכל הקודם זכה וכל הבא אחר שלשה וממתין עד לשנה הב' אמנם מי שהוא בעל סכום משלשה גדולים ולמעלה וסך הנדן של החתן מארבע מאות זהובים ולמעלה רשאים לעשות שידוכים יותר שהחתן יודע ספר אזי רשאים לעשות כמה שירצו וכן יפרוץ וכן ירבה גם עלה במוסכם גמור שלא ליתן לשום למדן לדרוש בב"ה הקדושה עד ארבעה שנים אחר החתונה ותקנות אלו להיות לחוק ולא יעבור ומי שירום את ראשו וידו לעבור על התקנות הנ' אזי ניתן רשות אפילו לאחד מכשירי הקהל אותו האיש בק"ק פאזנה לפני שלחן הטהור לענוש אותו ולקנוס אותו כפי שידו מגעת כי כל

אחריות והוצאות שיובא יהא מקופת הקהל, כל הנ' עלה במוסכם ונעשה בכל תוקף ועוד מעשה הקהל:

גם עלה במוסכם בכל תוקף הנ' כל שידוך שיהיה מד' מאות זהובים ולמטה מחויב החתן ליתן לאלופי הקהל יצ"ו מכל מאה עשרה זהובים ומעות זה שיתן החתן לו אחר החתונה שלו וכל שיהיה מד' מאות ולמטה צריכים לסלק את החתנים דוקא בפני הפרנס חודש ופרנס החודש עצמו אסור לו להניח לכתוב התנאים עד שיברר הדבר הטוב כנ' ועד שיסלק החתן העשרה זהובים יוכל שפסקו לו וכל שידוך שהוא מארבע מאות ולמעלה מותר לכתוב לו התנאים כי אין צריך לכל הנ'

יום ב' אסרי חג של פסח תס"ז לפ"ק

4 signatures follow

APPENDIX E

Kurnik Ms., Accession No. 63964 (1760), p. 90a.

תקנות הקהלה שתקנו האלופי כשרים:

תקנה ראשונה – מחויבים הפרנסים לחשוב בכל חודש עם הצירוף ובאם אין הפרנס החודש בביתו אזי רבים השאר הפרנסים לחשוב בפני הצירוף ובאם לאוו ועוברים על תקנה זו מחויב הפ"ה ליתן קנס על השררה יר"ה עשרה רובל

תקנה שניה – שמחויבים לחתום שני חתימות על הקוויטן של שחיטה מן אלופי קהל מיום פסולים

תקנה שלשה – שמחויבים הבארדאני צו זעטצען כל עסק לגבות הברדאן קאן ומחויבים הבעל בתים צו קומען אצל ברדאני אים גערופען ואם הבארדאני אינו בביתו אזי מחויב צ שטעלען איין במקום, אויך ווען דער בעל הבית אינו בבית מחויב הבעל הבית לבוא אצל השמש להיגד הברדאן שלו ואם יעבור על תקנה זו הברדאני מחויב ליתן קנס על שררה יר"ה חמשה רובל והבעל הבית מחויב ליתן קנס מה שקנסו אותו אנשי הברדאני

תקנה רביעי – אז כל הפרנס זאל קיין נתינה מן בעל הבתים אויף קיין צעטעל שטעלען רק אין איין פנקס אריין צו שרייבען וגם די בעל הבתים זיינען מחויב זיך איין פנקס צוהאלטען און זיך זיין נתינה אריין שרייבען.

תקנה חמשה – אז קיין צמר זאל מען נישט וועגען בביתו וגם גלייך אין די וואג דארף דער שמש ניט וועגען ביז דער פרנס החודש וועט שיקען אחד מאלופי קהל וגם דער שליסעל מהוואג איז מחויב צו העגען אצל פ"ה ובאם יעבור על התקנה זו קנס על השררה יר"ה שלשה רובל

תקנה ששה – אז קיין קוויט מן שכר עגלות הן הוצאות ווען ניט חתימות של פ"ה אויף דען צעטעל איז צו בשעת מלחמה ווען מען דעם פרנס אבער אנדערן איין סוס נעמט מיט גוואלד, אזי איז ער תיכף מחויב צו קומען אצל הפ"ה און זיך איין סתימה דארויף צוגעבען אם יעבור על תקנה זו אזוי וועט אים זיין קוויט ניט שוין ווערען

p. 90b.

באשר רעה ראינו שהנערים מבני קהלתנו פרוצים בבעלי בתים וממעטים מחייתם הן בקהלתינו והן בכפרים ומוגרים השער מכל הסחורות, גלל זה יורדים ב"ב מטה מטה, אזי עלה במוסכם אצל אלופי הקהל בצירוף אלופי יחידי סגולה טי'. מהיום והלאה אינם רשאים הנערים קהלותינו להלוך יחידי או ב' נערים ביחד לכפרים לקנות סחורה ולקפח פרנסתם של ב"ב אם לא שיקח אחד מב"ב קהלתינו לשותף ומחויב הב"ב זה ליתן ברדאן וסחורה שיקנו כנהוג, והנער מחויב ליתן לקופת הקהל ד' זהובים כל שנה, אבל הנערים שאינו מבני קהלתינו להם לסחור פה קהלתינו ומכ"ש בכפרים סביבותינו ובפטרות הנער הירצקי אינו רשאי להיות פה קהלתינו מהיום והלאה ולעשות משא ומתן כמקדם ומה שיבורר אצל אלופי הקהל ממ"מ שעשה עד הנה לבד בלא שיתן אז איש אחד מבני קהלתינו אזי מחויב שיתן לאלופי הקהל הנ', אכן אם ירצה כמר הירצקי ליקח ויקנה לו עירנות אצל אלופי הקהל אז והיה כאשר אנשי קהלתינו; ותקנהו זו אל ישנה משום אדם בעולם, נעשה היום אור ליום א' וא' אייר תק"ב

APPENDIX F

SCHWERSENZ MS., ACCESSION NO. 63972,
p. 156a.

באשר שראינו שכמה קלקולים ומחלקות נפלו בקהלתינו יצ"ו מחמת משרתים ומשרתות מה יצ"ו אפילו בעלי בתים ובא אחד ישכר את המשרת או המשרתת מה שיש אצל בעל הבית ישכיר אחר שנה תמימה או לאחר חצי שנה בכן תקנו אלופי כשירי קהל יצ"ו ובצירוף אלופי קהל יצ"ו שלא

יעשה כן במקומינו וכל מי שיעבור על התקנה הנ' אזי רשאי לקנוס אותו בקנס גדול כפי ראות עיני אלופי קהל יצ"ו והמשרת הנ' לקנוס אותו שלא יתן הבעל הבית השכירות שלו ובאיבוד עירנות שלו ואין בעל הבית רשאי לשכור המשרת או המשרתים בלתי ידי על הבעל הבית שהוא משרת אצלו באם שלא רוצה הבעל הבית יניח המשרת הנ' ואיש אחד רוצה לשכור את המשרת לא יוכל לשכור עד שיעבור המשרת מקהלתינו יצ"ו לכל הפחות שנה תמימה ואח"כ יכול להיות אצל בעל הבית שירצה כדי שלא ירבה מחלוקת בקהלתינו יצ"ו וכל מי שיעבור על התקנה הנ' אזי רשות להאלופים קהל יצ"ו לקנוס ולענוש אותו הבעל הבית כפי ראות עיני אלופי קהל יצ"ו ואין שום פרנס או מנהיג יוכל לחזדקק

APPENDIX G

KURNIK MS., ACCESSION NO. 63964 (1747), p. 63b.

. . . גם תקנו אלופים הכשירי קהל שאין רשאי שום נער אפילו שיש לו אב שיהיה דר בקהלותינו לילך בכפרים ולישא וליתן ובאם המצא תמצא אותו הבעלים מקהלותינו בכפרים אזי רשות ליקח לו הסחורות מה שקנה בכפרים וקנס עשרה מארק על הנער לאדונות השררה יר"ה ומחויב לילך הפרנס החודש לחצר ולהגיד בדבר הקנס.

APPENDIX H

KURNIK MS., ACCESSION NO. 63964, (1776), p. 118a.

אנחנו ח"מ תושבי עיר פאוויידסק התפשרנו את עצמנו ונכנסנו תחת פשר משא להיות כאמת מן התושבים (החשובים?) הפונים לק"ק קורניק בכל אופנים כשיהא שמחה בתוך גבולינו דהיינו התונה מחויבים אנחנו ח"מ ליתן רח"ש למשיעברו בק"ק הנ"ל ואל יתעכב בר בשמחתינו הן נתינת קורניק מחויבים אנחנו ח"מ לכבד להרב בק"ק הנ"ל הן שאר שמחת מחויבים אנחנו לחלק כבוד להם כנהוג נגד זה על צרה שלא תבוא עלינו ב"ע מחויבים

אנשי בפה קהלתינו להתעסק עמהם ולקבור בתוך בית עלמין בפה ובעד קבורה מן בן שנה עד הנשואין ששה זהובים ולאחר הנשואין חמשה עשר זהובים גם מחויבים אנחנו ח' ליתן לקופת הצדקה בקהלתינו פה ק"ק הנ' מדי שנה בשנה שלשים זהובים בעד ספר תורה הקדושה שיש אצלנו מן ק"ק הנ' גם מצות הקבורה הנ' וחלקו ביניהם שני חלקים לגבאי צדקה גדולה ושלש אחד להחברה קדישא כ"ז התפשרנו אף ברצוי גמור בלא הכרח ואונס כלל רק ברצון טוב ובקנס קבלנו על עצמנו לפני אלופי קציני חזני קהילה בצירוף י"ט היום יום ה' ב' אלול תקל"ו לפ"ק.

APPENDIX I

SCHWERSENZ MS., ACCESSION NO. 63972
(c. 1751), p. 207a.

בהיות שעשה משמים עפ"י הגורל ה' נבחרים למז"ט לכשירי קהל ועלינו ח' לעיין ולפקח במעמד ומצב קהלתינו הקדושה בעינא פקיחא כיב"א הטובה לחזק ולהציב מעמדי גלל כן נתחזקנו בעברתה לחזק יסודה ושקלנו וטרינו במאזני צדק כראוי ונכון להיות למשמרת לדורי דורות שלא לשנות התקנות האלו שמיוסדת על אדני פז ויושר להיותן תמידן כסדרן מידי שנה בשנה שלשה אנשים חשובים שאינן נוגעות כלל ולחתום מידי חודש בחדשו עם שלשה פרנסים הן על הקוויטן בשחיטה הן גסות ודקות הוספת ועופת הן על הקוויטן בהוצאת הקהילה מה שיעלה משני זהובים ולמעלה אין רשותו וראוי לנאמן לקבל אותו קויט בלתי חתימת אותו אסור להיות רק לשנה אחת ואי"ה לשנה באה מחויבים אלופי הקהל להשביעם והכשרים הבאים בכל חומרת ושמחות שיתנהגו כזה ולא ישונה מתקנות הלז רק שמחויבים גם הם להתמנה ג אנשים אחרים והם דוקא מסויימים וחשובים שיהיו לתפארת קהילתינו יצ"ו ולפרנסים מה שבימיהם ולא לברדאן ח"ו וכמובן עלה בהסכמה זו שיהיה לכל חודש שני אנשים בחוזר חלילה לישב אצל החשבונות מידי חדש בחדשו ואותן שני אנשים רואי חשבונות לא יהיו נוגעים כלל לפרנס החודש בשעת מסירת חשבונו מחודש שלו ואותן שני אנשים שנבחרו לרואי חשבונות כל חודש זה לא יהיה נחשב בכלל שום התמנות רק שהוא יעשה לפנים בכבר שיבינו וידעו הבעלי סכומות המטים שכמם? לסבול עול מכל ההוצאה שהם ישרים ונכונים ומהכרח היה הכל, אכן אותן המנויים לרואי חשבונות לסוף השנה כפי המבואר בסדר התמונות

דההוא שתא שתא וכי הרואי חשבונות הן אותן שהם תוך השנה ואותן שהם בסוף השנה אסור להם לקבל שום שכר על זה מקופת הקהל בחתיכא דאיסורא באסור מוסיף וכולל וכל הרוצה להסתלק מזה הרשות בידו והרוצה לעיין בחשבוני הקהילה תבוא עליו בר כח טוב וכן אם יזדמן שיסע לדרכו אחד מרואי חשבונות באותו חודש הראוי לו לחשוב חשבון של הפ"ח אזי רשות לאלופי הקהל ליקח במקומו א' מרואי חשבונות בסוף השנה. זאת ועוד אחרת נתקין מאתנו ח"מ שהם שהחמישה אנשים מחויבים להתאסף באמונה ובחתימות עם כל הסוחרים ותיכף כשיבוא אחד מחויבים כולם לבוא לבהכ"נ לרעוועזיע אכן אם יקרא לאחד מהם ב' או ג' פעמים ויסרב מלבוא אזי יהיה במקומו מאותו איש המסרב לבוא איבד זכותו להיות אצל שום רעוועזיע גם מחויבים אלופים חמשה אנשים לאספם יחדיו ולישב בצוואתא חדא בכל עת ולעין ולפקח בעסק ברדאן שהוא מעמד ומצב קהלה ובשעת הרעוועזיע יזהר ומאד ומאד שלא יהא מהירים במלאכתם רק מתוך

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