

Hebrew Marriage Contract

[*The following item appeared in Poulson's American Daily Advertiser of Philadelphia on May 16, 1828. Few disputes of such a nature were taken to the civil courts for arbitration or settlement.* — EDITOR.]

We find in the *Charleston City Gazette*, a report of the trial of an action to recover certain charges for translating a Hebrew Marriage Contract into English, and giving a certificate of the same. For this service Mr. Binsaden [J. Bensadon, otherwise unidentified], the plaintiff, demanded nineteen dollars of [Sol. ?] Audler, the defendant, who refused to pay it, alledging that it was an unreasonable charge, but offered to him five dollars. The plaintiff, on being sworn, said that he was engaged to make the translation without any price being stipulated; that he ought to have \$40 for it, but would content himself with \$19. Mr. Peixotta [S. C. Peixotto was *hazan* of Beth Elohim Congregation, of Charleston, from 1823 to 1835], formerly a Jewish Priest, testified that he drew the contract for \$3 but that it was more difficult to translate the contract than to draw it originally, there being a prescribed form for such instruments which required only to be copied. It was proved that the regular price of a marriage contract in Hebrew was half a guinea, that they are rarely translated here, but in Europe are commonly translated for a guinea. The contract, it was said, is principally written in Chaldaic, the language of the Talmud, which is more difficult to translate than the Hebrew of the Penteteuch. Mr. Ottolangui [Abraham Ottolengui] testified that he had known from five to ten dollars to be paid for a translation; that for a wealthy man \$10 would be a proper charge, but for a poor man like Mr. Audler, \$5 was enough. — Judgement for the plaintiff, \$7.50, with costs.