Minding Manors: Gender, Acculturation, and Jewish Women’s Landholding in Medieval Catalonia

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Jewish women in medieval Catalonia enjoyed more opportunities in the real estate market than in any other economic sector. They also behaved much like their Christian counterparts in the real estate market – in contrast to most other economic spheres, where Jewish women played a more marginal role than Christian women. The active role of Jewish women in property transactions represents a form of selective acculturation. Ordinarily, rabbinic authorities sought to prevent women from appealing to Christian practice in order to claim economic rights beyond what they held under Jewish law. However, the interreligious nature of the real estate market, in which property circulated freely between Jewish and Christian buyers and sellers, required Jews to conform to Christian legal norms surrounding daughters’ and wives’ claims over family property. As a result, women participated in sales of property over which they held no valid claim according to Jewish law. However, although they were very active in this area, Jewish women faced more limitations than either Christian women or Jewish men. They often either preferred or felt constrained to avoid not only travel to properties outside the city walls, but even to the nearby offices of Christian notaries.

In late August of 1285, Dura, widow of Samuel Cap, a Jew of Barcelona, sold a vineyard, located just outside the city walls. Although Dura’s family origins remain obscure, she had married into an elite Jewish family of Barcelona; her late husband and her father-in-law had served as elected officials of the Jewish community, and enjoyed close ties to the crown. Dura had borne her husband

1 The following article draws on material which previously appeared in the author’s doctoral dissertation.
2 Arxiu Capitular de Barcelona (henceforth ACB), pergamins, 1-1-31.
3 Elka Klein, Jews, Christian Society, and Royal Power in Medieval Barcelona, Ann Arbor 2006, pp. 78-95, 136, 169, 213-214. The late Samuel Cap was one of the secretarii, who exercised broad-ranging authority over the Jewish community of Barcelona, by royal privilege. See ibid., pp. 130-132.
three sons, as well as a daughter, Esther, whose marriage forged an alliance with the up-and-coming de Tolosa family.⁴

In the Iberian Peninsula, wealthy Jews like the members of the Cap family owned, purchased, exploited, and sold property, as participants in urban and rural land markets.⁵ Although most Catalan Jews resided in cities and towns, they nevertheless owned and exploited both agricultural land and urban property. Dura owned her vineyard alodially, meaning that it was not subject to any higher overlord.⁶ Her direct ownership, combined with other factors such as the profitability and size of the vineyard, made it quite valuable; she eventually sold it for the sum of 39 pounds (780 sous), enough to support an individual for several years.⁷ When she owned the property, Dura collected cash rents, rather than either working the land directly or renting it out through a share-cropping agreement. A Christian, named Esteve David, held the land from her through an emphyteusis tenure agreement, a perpetual lease in which he committed to work and improve the property.⁸ When Dura sold the vineyard, Esteve’s heirs still held the land and were paying Dura three morabatins per year.

Managing, buying, and selling property brought Catalan Jews into regular contact with local Christians. Dura presumably had a long-standing economic relationship with her late tenant Esteve and his family. In 1285, she sold the

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⁴ Ibid., pp. 178-179, 206. In the 1270s, Samuel Cap had served as the guardian of the minor children of Esther and her late husband Astrug de Tolosa. See ACB, pergamins, 4-42-311.


⁶ Alodial owners of property enjoyed dominium directum, or rights of eminent domain, over the property, owed no homage or rent (census) to another party, and enjoyed freedom from any restrictions regarding the bequeathing or alienation of the property. See Kathryn Reyerson, “Land, Houses and Real Estate Investment in Montpellier: A Study of the Notarial Property Transactions, 1293-1348”, Studies in Medieval and Renaissance History 6 (1983), pp. 40-41, reprinted in eadem, Society, Law, and Trade in Medieval Montpellier, Aldershot 1995.

⁷ For the value of money in the nearby city of Perpignan in the thirteenth century, see Emery, Jews of Perpignan (n. 5 above), pp. 128-130.

⁸ In emphyteusis tenure agreements, tenants received a perpetual lease in exchange for the payment of a small rent. They could sell or sublet the property freely, and bequeath it to their heirs, but landlords retained ownership rights (dominium). See Stephen P. Bensch, Barcelona and its Rulers, 1096-1291, Cambridge 1995, p. 306.
property to two Christians, Ramon d’Abellan and Arnau Aleman, who made the purchase in their capacity as testamentary executors of a man named Pere Bertran, and planned to use the rents from the property to fund an anniversary mass in honor of the deceased. Selling the property to Christians necessitated the involvement of a Christian notary, Jaume Carnisser, whose expertise and public authority granted validity to the sale contract. Although Dura might have employed a Hebrew writ if selling the property to a fellow Jew, a Christian buyer would expect to accomplish the purchase with a Latin notarial contract.9

At first glance, this contract highlights some of the freedoms Catalan Jewish women enjoyed as landowners. Dura had independently owned and administered property, and now independently sold it. These tasks had required her to communicate and negotiate with male Christian tenants, buyers, and notaries. A closer look at the various contracts surrounding the sale, however, reveals the gendered limitations that hampered Jewish women property owners. Although Dura apparently owned the property independently, two men intervened in the sale: her son, Sento Cap, who agreed not to contest the sale on account of his inheritance rights, and a man named Llobell Gracià, who acted as her legal agent, and may have been a blood relative.10 Moreover, although Dura could negotiate a sale contract and go in person to the notary’s office to sign it, she balked at traveling beyond the city walls to accomplish the final property transfer, instead appointing Llobell as her agent for this task.11 Although some men also appointed agents to accomplish the potentially time-consuming and onerous task of physically transferring sold properties to new owners, women almost never left the city to finalize property transfers, and sometimes even avoided trips to properties within

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10 For Llobell’s appointment as agent, approval of transaction, and physical transfer of the property, see ACB, pergamins, 1-1-32, 1-1-33, 1-1-34. The need for Llobell’s approval of the sale is puzzling, as agency conferred no property rights. Neither Elka Klein nor I found any direct information about Dura’s family background, but it is notable that despite the tendency toward class endogamy among the Jewish elite of Barcelona, no evidence has turned up a marriage between the prominent Cap and Gracià families in the thirteenth century. A family connection between Dura and Llobell would explain his apparent claim over the property Dura sold. See Klein, Jews, Christian Society, and Royal Power (n. 3 above), p. 178.

11 ACB, pergamins, 1-1-32, 1-1-34.
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city walls.\textsuperscript{12} Finally, although Dura may have been economically capable, she lacked the Hebrew literacy of men of comparable status; she had to authorize another Jew to sign in Hebrew on her behalf.\textsuperscript{13}

Despite the constraints Dura faced as a Jewish woman property-owner, she nevertheless enjoyed more opportunities in the real estate market than in other economic spheres. This paper addresses the question of how and why Jewish women in Barcelona and some other Catalan cities came to be particularly active in the real estate market. Thus far, this question has remained largely unaddressed. Although Elka Klein has extensively discussed Jewish women’s involvement in Barcelona’s real estate market, she does not engage in comparisons between economic sectors.\textsuperscript{14} Rebecca Winer, in her work on women in thirteenth-century Perpignan, does not discuss Jewish women’s management of real property, suggesting that they may have played a less noticeable role in that city’s real

\textsuperscript{12} Elka Klein noticed the same phenomenon of Jewish women engaging in public economic activity but avoiding travel outside the city walls to transfer physical possession of property. See Elka Klein, “Public Activities of Catalan Jewish Women”, \textit{Medieval Encounters} 12, 1 (2006), p. 59.

\textsuperscript{13} The Hebrew translates literally as “[I], Dura, acknowledge; I signed my name orally”. In Barcelona, both Jews and Christians typically signed parchment contracts when they incurred a debt or relinquished rights, including the \textit{dominium} over a property. Jews typically signed in Hebrew, using the phrase “I acknowledge”, drawn from Hebrew \textit{shetarot} (Winer, “Jews In and Out of Latin Notarial Culture” [n. 9 above], pp. 130-132). Very few Jewish women signed their names in Hebrew; although some may have known how to read, they probably did not know how to write. Writing was a separate skill from reading, and even Jewish men – typically better-educated than Jewish women – could often sign their names, but nothing more. Scholars have yet to find even a single example of a Jewish woman signing her own name, regardless of her role in the transaction. Instead, Jewish women asked Jewish men – who usually also acted as witnesses – to physically sign on their behalf. While Elka Klein suggests that signing through a witness also provided a form of protection – plausible deniability if their husbands questioned their actions, for example – the complete absence of any signatures by women, regardless of their role in the transaction or claim over the property in question, suggests that they did not possess writing skills. See Klein, “Public Activities” (n. 12 above), pp. 51-52; Silvia Planas Marcé, “‘Only That Which I Have Lost Is Now Mine For Ever’: The Memory of Names and the History of Jewish and Converso Women in Medieval Girona”, Carmen Caballero-Navas and Esperanza Alfonso (eds.), \textit{Late Medieval Jewish Identities: Iberia and Beyond}, New York 2010, pp. 108-109; Winer, “Jews In and out of Latin Notarial Culture” (n. 9 above), pp. 120-121.

\textsuperscript{14} While Klein occasionally addresses Jewish women’s involvement in credit as well as real estate, her emphasis on anecdotal rather than quantitative evidence obscured the very different levels of Jewish women’s participation in these two economic sectors. See Elka Klein, “The Widow’s Portion: Law, Custom, and Marital Property among Medieval Catalan Jews”, \textit{Viator} 31 (2000), pp. 149-153; eadem, “Public Activities” (n. 12 above), pp. 51-60.
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estate market. Juliette Sibon briefly addresses the visibility of Jewish women property owners in late fourteenth-century Marseille, but focuses primarily on the increasing concentration of property in women’s hands as a demographic consequence of the Black Death.

I argue that Jewish women’s active role as owners and sometimes managers of property in Barcelona and other Catalan cities represents a form of what scholars have termed ‘selective acculturation’ – adopting certain practices from the surrounding culture, while nevertheless maintaining a distinct identity. Whereas Jewish legal culture restricted daughters’ inheritance rights and wives’ control over their husbands’ estates, Catalan Christian law affirmed daughters’ and wives’ theoretical control over familial real property. The interreligious nature of the real estate market in these cities, I suggest, led Jewish families and communities to integrate greater respect for women’s claims over real property into their own practices. At the same time, however, gender and religious identity combined to limit Jewish women’s independent authority over real estate holdings.

Women, Money, and Property in Catalan Jewish Communities

For the most part, Jewish women played a relatively circumscribed role in the public economic sphere. Our interpretation is inevitably skewed by the fact that the extant source material renders certain aspects of Jewish women’s economic lives invisible. Like many studies of Jewish economic life in the medieval Western Mediterranean, this paper relies heavily on notarial registers. Notaries created public records of private financial arrangements, and the involvement of the notary transformed these private transactions into public facts. Starting

17 See, for example, Emery, Jews of Perpignan (n. 5 above); Yom Tov Assis, The Jews of Santa Coloma de Queralt: An Economic and Demographic Case Study of a Community at the End of the Thirteenth Century, Jerusalem 1988; Claude Denjean, Juifs et Chrétiens: De Perpignan a Puigcerdà, XIIIe-XIVe Siècles, Canet 2004; Winer, Women, Wealth, and Community (n. 15 above).
in the thirteenth century, they recorded copies of the contracts they crafted in registers, each of which contains hundreds of individual documents.\textsuperscript{19} As a result, the archives of several Catalan cities contain thousands of medieval notarial contracts, which form an ideal basis for both quantitative analysis and qualitative case studies. The present paper relies primarily on notarial evidence drawn from the cities of Barcelona, Girona, and Vic, dating between 1250 and 1350.

However, the notaries did not record everything. When Jews transacted with one another, they often preferred to record their arrangements using Hebrew writs, few of which have survived. Jewish women who primarily transacted with other members of the Jewish community might not appear in extant documentation. Furthermore, notaries typically only recorded contracts when the transaction created a long-term relationship of some kind. Credit tied together borrower and lender until the loan was repaid; employment and partnership contracts presumed a professional association of a year or more; marriage created a lifelong connection between the spouses and their families; and real estate transactions permanently transformed a person’s relationship to a piece of immovable property. Cash-based transactions rarely created a formal long-term connection between the parties involved, and possession alone usually sufficed to prove ownership over movable goods. Women involved in primarily cash-based businesses, in which they did not need to purchase raw materials on credit nor extend credit to buyers, would have left little trace in notarial evidence.

Yet even if we assume that Jewish women played a more substantial role in intra-Jewish or cash-based transactions, their limited presence in notarial evidence nevertheless remains significant. Cash-based businesses entailed less risk but also lower profits, and since Jews were a relatively small minority, women would have found themselves at a significant disadvantage if discouraged from transacting with non-Jews. Hence the marginalization of Jewish women in notarial economic transactions demonstrates a severe constraint on their ability to work in the public economic sphere. In most Catalan cities, Jewish women extended less than five percent of Jewish loans to Christians.\textsuperscript{20} Only a few Jewish women invested

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\item I.J. Baiges i Jardí, “El notariat català”, ibid., 136; Laureà Pagarolas i Sabaté, “Notariat i cultura: Els registres notarials”, \textit{Actes del I Congrès d’Història del Notariat Català}, pp. 342-343. Notaries were formally required to record copies in registers starting in the fourteenth century; see Maria Teresa Ferrer i Mallol, “L’instrument notarial (segles XI-XV)”, Juan José López Burniol and Josep Maria Sans i Travé (eds.), \textit{Actes del II Congrés d’Història del Notariat Català}, Barcelona 2000, p. 41.
\item Assis, \textit{Jews of Santa Coloma de Queralt} (n. 17 above), pp. 36-37; Denjean, \textit{Juifs et Chrétiens} (n. 17 above), pp. 96-101; Winer, \textit{Women, Wealth, and Community

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in commerce, although scattered notarial evidence hints at Jewish women’s involvement in the textile industry, in fields including dyeing, weaving, and retail, as well as coral cutting.\(^2\) Real estate, by contrast, represents the economic sphere in which Jewish women played the most visible role. Women or groups including women sold one-third of all properties alienated by Jewish owners in Barcelona, half of such properties in Girona, and all properties sold by Jews in Vic.\(^2\) This paper seeks to explain why Jewish women found so many more opportunities for economic involvement in the real estate market than in other economic sectors.

Christian Women Property-Owners in Medieval Catalan Cities

Christian women typically played a more prominent role in public economic life than their Jewish counterparts, as far as can be told from the extant notarial evidence. They extended loans, hired apprentices and domestic servants, invested in both local and international commerce, and worked as bakers, weavers, and seamstresses.\(^2\) They also bought, sold, and managed real estate, both independently and alongside their husbands and family members.\(^2\) Christian women received real property in the form of both dowry and paraphernalia (extra-dotal inheritance), managed these properties, and bequeathed them to successive generations.\(^2\)


\(^{22}\) See appended Table 1.


\(^{24}\) Ifft Decker, ibid, pp. 312-321.

\(^{25}\) Diane Owen Hughes argues that the transition to the dowry system restricted women’s access to real property, but evidence from both the Iberian Peninsula and southern

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Some Christian women independently owned and managed property – married women had the right to manage their paraphernalia, and widows who had recovered their dowries drew on dotal wealth for financial support. Some widowed mothers managed their children’s inherited real estate holdings in their capacity as legal guardians. Many other Christian women, however, participated in the real estate market on the basis of their theoretical claims over the property of their parents, siblings, and husbands. Catalan customary law – the tradition rooted in local written legal codes – preserved traditions of partible and joint inheritance; although parents could dispose of their property as they wished in their wills, daughters and sons maintained equivalent rights, and would receive equal shares if their parents died intestate. As a result, daughters and sisters regularly participated in or at least consented to high-value transactions that affected the family patrimony. Wives often acted alongside their husbands because the law granted them broad-ranging authority over their husband’s assets. This is because husbands typically pledged all their property toward the return of their wives’ dowries in widowhood, and the Christian legal system treated wives as their husbands’ primary creditors, who took precedence over all others. Wives of bankrupt husbands could even recover their dowries on the grounds of insolvency.


On paraphernalia, see Jesús Massip i Fonollosa (ed.), Costums de Tortosa: edició critica, Barcelona 1996, 4.7.1, 5.1.2, 19; 5.3.4; Winer, Women, Wealth, and Community (n. 15 above), pp. 32, 35-6. On widows, see ibid., pp. 40-44.  

On widows, see ibid., pp. 40-44.  

26 On paraphernalia, see Jesús Massip i Fonollosa (ed.), Costums de Tortosa: edició critica, Barcelona 1996, 4.7.1, 5.1.2, 19; 5.3.4; Winer, Women, Wealth, and Community (n. 15 above), pp. 32, 35-6. On widows, see ibid., pp. 40-44.
28 Costums de Tortosa, 6.4.2, 13-14, 22-4; 6.10; Bensch, Barcelona and Its Rulers (n. 8 above), pp. 245-246, 253; Lluís To Figueras, Família i hereu a la Catalunya nord-oriental (segles X-XII), Barcelona 1997, pp. 111-112, 117-119, 122-123.
29 Courtemanche, Richesse des femmes (n. 15 above), pp. 121-127; Susan Mosher Stuard, “Burdens of Matrimony: Husbanding and Gender in Late Medieval Italy”, Medieval Masculinities: Regarding Men in the Middle Ages, Clare A. Lees, Minneapolis 1994, pp. 65-68; Bensch, Barcelona and its Rulers (n. 8 above), pp. 270-272; Winer, Women, Wealth, and Community (n. 15 above), pp. 32-33; Marie Kelleher, The Measure of Woman: Law and Female Identity in the Crown of Aragon, Philadelphia 2010,
Although women also were expected to consent to certain credit transactions, the immutable nature of real property endowed it with a legal status very different from that of fungible cash resources. Thomas Aquinas saw real estate as fundamentally different from cash, as cash disappeared through usage, whereas real property remained immutable.\textsuperscript{30} Catalan customary law recognized this distinction, and treated cash and real estate assets as legally distinct categories. While heirs could not contest the cash debts of wastrel parents, they could challenge the irresponsible alienation of family property. Real estate sales required the explicit consent of all joint owners, and the legal system took seriously the theoretical future ownership of heirs.\textsuperscript{31}

Although a newly married man could incorporate a cash dowry into his larger estates, blurring the lines between his own money and that of his wife, local customary law obliged him to treat doweries in the form of real property differently. Husbands could not alienate real estate that their wives had brought as dowry without their consent and participation in the sale – unless the woman or her family chose to formally estimate its value, thus conceptually transforming property into cash.\textsuperscript{32}

Due to the particular status of real property in Catalan customary law, buyers took particular care to obtain documentary confirmation that all potential claimants – including women – had renounced their property rights. Some sellers even accepted the obligation to refund the purchase price if they failed to obtain the consent of their minor children.\textsuperscript{33} The strictures of Catalan customary law, combined with a notarial legal culture that erred on the side of caution in creating appropriate documentation, encouraged men to involve their wives, daughters, and sisters in the alienation and occasionally the management of familial real estate holdings. As a result, Catalan Christian women played a far more prominent role in real estate than in other economic spheres – not unlike their Jewish counterparts. Christian women participated in the sale of about one-third

\textsuperscript{30} Thomas Aquinas, \textit{Summa Theologica}, Q. LXXVIII, Article I.
\textsuperscript{32} \textit{Costums de Tortosa}, 4.22.5; Winer, \textit{Women, Wealth, and Community} (n. 15 above), pp. 26-27.
\textsuperscript{33} In 1327, for example, Miquel de Tressera, a notary of Barcelona, obligated himself and a guarantor to repay the 27 pounds he had received as purchase price for houses in the city of Barcelona, if he failed to obtain the consent of his minor son and daughter. See ACB, notaris, vol. 21, fol. 28r-29r.
of properties in Barcelona, just under half in Girona, and just over half in Vic. They acted less frequently as buyers of new properties and as landlords or tenants in rental agreements, but they remained very much visible in these roles as well.

Strikingly, this is the sole economic sphere in which Jewish and Christian women acted in similar ways. The proportion of Jewish women in Jewish transactions, and Christian women in Christian transactions, is nearly identical in Barcelona and Girona. Jewish women were proportionally even more active than Christian women in real estate transactions in Vic, but the very small numbers involved suggest that Jewish women’s actual rate of participation in real estate transactions was probably somewhat lower. Unlike any other economic sector, the disparities among the three cities are greater than those between Jewish and Christian women. These remarkable similarities between Jewish and Christian women in real estate sales, I suggest, indicate that the interreligious nature of the real estate market led Jewish families to adopt Christian conceptions of property ownership.

Property and Gender in Catalan Jewish Legal Culture

Jewish law and its interpretation by local rabbis did not sanction the engagement of Jewish women in the real estate business. In fact, the marginalization of Jewish women in most economic spheres reflects the restrictions on women’s economic rights under Jewish law. Medieval Catalan rabbinic authorities consistently rejected women’s claims of authority and ownership over the estates of their fathers and husbands. They also relied on a legal understanding of real property that treated overlapping claims with skepticism, and defined ownership far more narrowly than did Christian jurists.

Rabbinic authorities could – for the most part – effectively champion specifically Jewish conceptions of women’s property rights thanks to the practice of Jewish self-governance in the Crown of Aragon, the federative monarchy that encompassed Catalonia as well as Aragon and Valencia. Jewish

34 See appended table 2.
35 These disparities probably reflect the distinct character of their real estate markets. In smaller cities like Vic, where most property formed an essential part of the family patrimony, women played a more prominent role. In Barcelona, where property purchased as temporary investments circulated more rapidly in a fast-paced and vibrant real estate market, sellers of short-term investment property felt less need to involve their wives and children. For the Barcelona real estate market, see José Enrique Ruiz Domenec, “The Urban Origins of Barcelona: Agricultural Revolution or Commercial Development?”, Speculum 52:2 (1977), pp. 267-270, 281-282; Bensch, Barcelona and Its Rulers (n. 8 above), pp. 304-313.
communities enjoyed the legal right to govern themselves in accordance with Jewish law (Halakha) in all internal affairs, both civil and criminal.\textsuperscript{36} Family law, in particular, fell under the exclusive purview of Jewish communal leadership, guided by the legal opinions of the rabbinic elite.\textsuperscript{37} As a result, the Halakha governing inheritance, marriage, widowhood, and divorce dictated the social and economic options available to Catalan Jewish women. Jewish inheritance law took as its central principle the fundamental inequality of men and women as heirs. Daughters inherited only in the absence of sons; fathers could inherit from their children but mothers could not; husbands automatically inherited from their wives, yet wives could not inherit from their husbands.\textsuperscript{38} While daughters took precedence over more distant relatives, they could make no inheritance claims if they had brothers.\textsuperscript{39} Girls had the right to receive a dowry appropriate to their status, but in a wealthy family that dowry would represent a much smaller share of the estate than that received by sons.\textsuperscript{40}

Rabbinic authorities presumed that any property received by a woman as dowry would pass directly from her father to her husband, and that it would remain under his managerial authority for the duration of their marriage. Women often made a significant financial contribution to the conjugal household via their dowries. Based on eleven extant marriage contracts from the thirteenth and fourteenth centuries, Catalan Jewish brides brought an average dowry of 2,900 sous of Barcelona, enough to support a widow living frugally for over a decade.\textsuperscript{41} However, rabbinic authorities granted Jewish wives little managerial authority


\textsuperscript{39} Maimonides, \textit{Mishneh Torah}, Hilkhot Nakhalot 1:3-5, 6:2.

\textsuperscript{40} Maimonides instructs sons to give their sisters dowries worth one-tenth of their inherited estate. Maimonides, \textit{Mishneh Torah}, Hilkhot Nakhalot 5:2.

\textsuperscript{41} Based on four \textit{ketubot} published in Lacave – Barcelona 1, Barcelona 2, Barcelona 5, and Santa Coloma de Montbui – and seven notarial contracts, two from Girona and five from Vic. See José Luis Lacave, \textit{Medieval Ketubot from Sefarad} , Jerusalem 2002, pp. 31-35, 44-46, 167-172, 176-177, 193-194; Arxiu Històric de Girona, secció Girona-5 (henceforth AHG Gi-5), vol. 5, fol. 7v-94; AHG Gi-6, vol. 9bis, fol. 12v-13v; Arxiu i Biblioteca Episcopal de Vic, Arxiu de la Curia Fumada (henceforth}
over shared household assets. Husbands enjoyed not only the right to profit from their wives’ assets, but also ownership over wages she earned and objects she found during the course of their marriage. In turn, the husband incurred responsibilities centered on financially supporting his wife and their children.

Although Christians in the western Mediterranean similarly assumed that husbands had the responsibility to support their wives financially in exchange for the right to control their wealth, Christian legal culture instituted safeguards for women whose husbands mismanaged household assets. In contrast, Catalan rabbis worked to limit wives’ and widows’ claims over the conjugal estate, even when these restrictions potentially jeopardized women’s financial security. The following examples are drawn from the writings of R. Shelomo ibn Adret (1235-1310), the chief rabbi of Barcelona in the late thirteenth and early fourteenth century, who was an influential figure in Catalonia and beyond, and an extremely prolific author of thousands of extant responsa.

Ibn Adret explicitly denied women the right to control the financial resources of the conjugal estate. In response to a case involving a woman who went to a Christian court to protect her assets, he asserted that wives had no right to contest their husbands’ cash debts, or to collect on their dowries if their husbands became bankrupt. Although widows could collect on their dowries before other creditors sought repayment from their husbands’ estates, wives had no legal recourse to protect their dotal assets from the creditors of indebted, still-living husbands.

Like his Christian contemporaries, ibn Adret treated real property differently from cash, but he prioritized assuring the validity of the sale over protecting women’s wealth. Although widows could not challenge the repayment of their

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43 Ibid., 12:2.
late husband’s cash debts, they could retroactively void sales of real property, if the sale left the estate too depleted to pay the dowry. Ibn Adret therefore crafted a set of guidelines to protect buyers from impoverished widows. These guidelines only partially explain wives’ participation in their husbands’ real estate sales. Ibn Adret instructed male property sellers not only to obtain their wives’ consent, but also include them formally as joint sellers. Ideally, the wife’s name should even appear before that of her husband to emphasize her free consent and participation.\textsuperscript{48}

Jewish couples took this suggestion seriously, and ibn Adret’s guidelines help to explain why Jewish married couples sold real estate together more often than they jointly incurred debts or made investments. Both Latin notarial contracts and Hebrew writs (shetarot) provide evidence for the distinctly Jewish practice of naming the wife before her husband. When Cresques Alfaquim and his wife Sobredona jointly sold property with a Latin notarial contract in 1281, the contract lists the parties as “I, Sobredona, wife of Cresques Alfaquim, and I, the aforementioned Cresques Alfaquim”.\textsuperscript{49} The wife’s name also preceded that of her husband in both extant Hebrew shetarot in which a married couple jointly sold property.\textsuperscript{50}

Although ibn Adret encouraged the formal participation of wives in their husbands’ real estate transactions, he also worked to restrict wives’ and widows’ concrete authority over their husbands’ real property. His response to a property dispute between a widow and her husband’s heirs reflects his skepticism about women’s claims, especially when they derived from Christian rather than Jewish concepts of overlapping rights in real property. This dispute reflects divergent concepts of the nature of both property ownership and the conjugal estate. A man pseudonymously identified as Reuven had purchased houses, and had a writ of purchase drawn up in his own name and that of his wife.\textsuperscript{51} After his death, his widow collected her dowry and her marriage portion, in accordance with the written text of her ketubah, but clashed with Reuven’s heirs over the question of who owned the houses.\textsuperscript{52} The heirs contended that the property had belonged

\textsuperscript{48} Ibn Adret, \textit{She’elot u-Teshuvot}, I. 949. See also Klein, “Widow’s Portion” (n. 14 above), pp. 155-156.
\textsuperscript{49} ACB, pergamins, 1-2-1362.
\textsuperscript{50} In the Hebrew deeds from Barcelona collected and translated by Elka Klein, women or groups including women sold five of eight properties (62.5%); married couples made two of these five sales. In both contracts, the scribe listed the wife before the husband. See Elka Klein, \textit{Hebrew Deeds of Catalan Jews, 1117-1316}, Barcelona 2004, pp. 22-24; 32-34.
\textsuperscript{51} Ibn Adret, \textit{She’elot u-Teshuvot}, 1.957. The term used for writ is the Hebrew shetar, but could refer to either a Hebrew or Latin contract; the query does not specify if Reuven purchased the houses from a Jew or a Christian.
\textsuperscript{52} Such conflicts were far from rare; see Klein, “Widow’s Portion” (n. 14 above), p. 152.
exclusively to Reuven, and therefore it now belonged to them. The widow adopted a two-pronged strategy to support her counterclaim of ownership. First, she argued that the use of her name on the contract presumed joint ownership. Second, she claimed that they had purchased the houses using funds drawn from her extra-dotal inheritance, making them legally her property.

Christian legal culture saw real property as subject to a broad range of joint and overlapping claims, and joint participation in a notarial purchase contract created a presumption of shared ownership. Although ibn Adret refrained from making a final ruling on the grounds that he could not establish the truth of all parties’ claims, he categorically rejected the Christian concept of intersecting ownership rights. The property, according to ibn Adret, must belong to either Reuven’s widow or to his heirs, and prior to Reuven’s death, it must have belonged to either him or his wife. He also vetoed the Christian notarial concept that participation implies ownership: “Even if the contract was written in the wife’s name”, he stated, “she did not buy [the houses]”. However, ibn Adret respected her ownership claims if she could prove that the couple had purchased the houses using her assets. Women could successfully maintain property ownership insofar as they could defend their claims using the more restrictive conceptions of women’s economic rights according to Halakha.

Reuven’s heirs relied on legal claims drawn from a Halakhic understanding of family property, and explicitly denied the validity of claims rooted in Catalan Christian conventions of joint property ownership. Despite the language of joint purchase in the bill of sale, they argued, the property belonged to Reuven alone. Reuven’s widow hedged her bets by employing both Christian and Jewish concepts of property ownership: first, she described the property as jointly owned, by claiming that the bill of sale which listed her and Reuven as joint purchasers entitled her to claim the house. Second, she described the property as under her individual ownership, because it was purchased using her assets. Her choice to pursue both strategies could reflect her awareness that she had a stronger case under Christian law than under Halakha, where her claim would depend on proof that the couple had purchased the houses using cash drawn from her personal assets. Ibn Adret, however, insisted on the exclusive validity of the Halakhic understanding of family property and of women’s property rights, and therefore only accepted one of the widow’s arguments as potentially valid.

Elka Klein has argued that thirteenth-century Catalan Jewish families developed ideas of family property drawn from a “complex interpenetration of Jewish law and local custom”. Although from a Halakhic perspective, widows’ and heirs’ claims over a deceased man’s property remained distinct, in practice

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53 He derives this interpretation from Babylonian Talmud, *Bava Kamma* 102b.
widows and heirs often acted as partners. While some families relied on such partnership to serve the needs of the family as a whole, the evidence from responsa suggests that local rabbis resisted efforts to blend Jewish and Christian customs in the manner suggested by Klein. Moreover, while individuals or families might occasionally embrace local Christian ideas of shared family property for the good of the household, Jewish men like Reuven’s heirs appealed to Halakha when they benefited from limiting women’s claims over family property.

Buying and Selling Property in Interreligious Urban Real Estate Market

Although ibn Adret acknowledged the validity of Jewish married couples’ joint sale of real estate, notarial evidence suggests that Jewish women’s involvement in the real estate market went beyond what ibn Adret had in mind. When some Jewish couples jointly sold property, notarial contracts explicitly identified wives as co-owners, not merely problematic claimants. Although Sobredona, wife of Cresques Alfaquim, initially seems to participate merely in accordance with Halakhic dictates, the contract in which Cresques appointed an agent to transfer physical possession of the property implies that Sobredona enjoyed more meaningful rights of joint ownership. He describes the property as one which “I and my wife Sobredona used to possess”, and refers to a rental fee “which my wife Sobredona and I used to receive” for the property. Although Sobredona did not participate in the appointment of an agent, Cresques presents her as a co-owner.

The interreligious nature of the real estate market often required Jews to involve a number of family members in the sale of real property to Christians, due to the buyers’ concerns and expectations. For this reason, in notarial real estate contracts Jewish women regularly appear as possessing property rights not justified by Halakha. Although ibn Adret distinguished between the real property of husbands and wives, Jewish married couples nevertheless jointly purchased property from Christians using notarial contracts, meaning that a Christian court would presume shared ownership. Widows and heirs jointly sold property to non-Jews, and even occasionally to other Jews in Latin contracts. Sisters, daughters,
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and daughters-in-law consented to sales of property over which Halakha granted them no rights whatsoever.\textsuperscript{58}

More than any other sector of the economy, the real estate market was multidirectional and interreligious. Property passed freely between Jewish and Christian hands in Catalan cities. Because the Jewish community was relatively small, Jewish property-owners often had to sell or rent to Christians, and Jews seeking to purchase or lease property looked toward Christian sellers and landlords. This pattern is borne out by the notarial records: in both Barcelona and Girona, about two-thirds of Jewish real estate contracts involved Christians.\textsuperscript{59} Even more dramatically, Jews interacted with Christians in forty-five of the forty-six Jewish real estate contracts from Vic (97.8%). Undoubtedly a number of transactions between Jews do not appear in the notarial documents, as some Jews would have sold property to other Jews using Hebrew \textit{shetarot}.\textsuperscript{60} Nevertheless, the substantial number of interreligious real estate contracts remains striking evidence of the regular transfer of property between Jews and Christians.

Most Catalan cities with Jewish communities had a Jewish quarter, known in Catalan as the \textit{call}. Jews could legally live outside the \textit{call} but many preferred to take advantage of the easy access it provided to synagogues, kosher butchers, and other communal institutions.\textsuperscript{61} Jewish quarters also provided a modicum of protection; the walls of Girona’s Jewish quarter protected its residents from Christian harassment and attacks during Holy Week.\textsuperscript{62} However, Jewish quarters never remained entirely closed, and Jews were never completely segregated. Some urban Catalan Jews lived in predominantly Christian neighborhoods, while Christians sometimes chose to live within the principally Jewish \textit{call}.\textsuperscript{63} In 1307, for example, Reina, wife of Asser Toros of Barcelona, sold houses in the \textit{call} of Barcelona to a Christian, Bernat des Cases.\textsuperscript{64} However, the \textit{call} remained a Jewish space, and some Christians who owned property in the \textit{call} may have preferred to

\begin{itemize}
  \item \textsuperscript{58} Although I will discuss more cases in detail below, see for example a sale contract from 1307 in which Bonjueu de Bellecaire of Barcelona, his wife Goig, his son Asday, and Asday’s wife Bonafilla jointly sold houses in the Jewish quarter of Barcelona. Bonjueu’s other son Salomó also consents (ACB, notaris, vol. 8, fol. 74-19r). Bonafilla’s right to consent lacks any apparent legal justification under Halakha.
  \item \textsuperscript{59} Jews transacted with Christians in 16 of 25 Jewish real estate contracts from Barcelona (64.0%) and 39 of 57 from Girona (68.4%).
  \item \textsuperscript{60} See, for example, Klein, \textit{Hebrew Deeds} (n. 50 above), pp. 21-91.
  \item \textsuperscript{61} Assis, \textit{Golden Age} (n. 36 above), pp. 210-231.
  \item \textsuperscript{63} Assis, \textit{Golden Age} (n. 36 above), pp. 200; Schraer, \textit{Stake in the Ground} (n. 5 above), pp. 73-75.
  \item \textsuperscript{64} ACB, notaris, vol. 44, fol. 202r-203r.
\end{itemize}
sell or rent it to Jews. Bonanat de Puig, a Christian who owned a house in the call of Girona, sold it to a Jewish couple in 1311.  

Vic lacked a defined Jewish quarter until the mid-fourteenth century, which explains the particularly high rate of interreligious contracts there. No neighborhood became sufficiently Jewish in character so as to disproportionately attract Jewish buyers or discourage Christian inhabitants. Moreover, as the Jews of Vic were relatively recent arrivals to the city, fewer Jews owned local property than in longer-standing communities like Barcelona and Girona. Jews purchased or leased property from Christian owners in forty of forty-five interreligious real estate contracts from Vic (88.9%), suggesting that relatively few Jews had owned property locally before the mid-thirteenth century.

When Christians purchased property from Jews, they assumed that Jewish wives, daughters, and sisters had rights similar to those they had under Christian customary law, and they expected to receive assurances that they had relinquished those rights. For Jewish sellers, acquiescing to such requests probably proved less complicated than attempting to demonstrate that the women in their family had no such rights in the first place, at least not under Halakha. In one particularly striking case from 1277, the brothers Issach and Abraham de Tolosa of Barcelona sold land to Christian buyers, and drew up a series of Latin notarial contracts.  

When their late father, Astrug de Tolosa, divided his real estate holdings in his will, he had apportioned this particular plot of land to their brother Saltell, who had since died. In the sale contract, their sister Astrugona renounced all inheritance claims, and their widowed mother Esther consented to the sale. In a subsequent contract, the brothers promised that they would also obtain the consent of their sister Dolça once she came of age.

Issach and Abraham appended a copy of their father’s Hebrew will to the Latin notarial sale contract in order to prove their own claim over the land. Astrug de Tolosa’s will reveals that he had made no inheritance provisions whatsoever for his two daughters. Nor does he grant any extraordinary rights to his wife, although he did name her father, Samuel Cap, as guardian of their minor children. Nevertheless, Issach and Abraham acted as though their mother

65 AHG Gi-5, vol. 1, fol. 34r.  
67 ACB, pergamins, 4-42-311.  
68 ACB, pergamins, 1-6-156.  
69 The will survives in two copies held in the Arxiu Capitular de Barcelona; see ACB Hebreus 24ab, 25; J.M. Millàs i Vallicrosa, Documents hebraics de jueus catalans, Barcelona 1927, docs. 25, 26. For additional discussion see Elka Klein, “Splitting Heirs: Patterns of Inheritance among Barcelona’s Jews”, Jewish History 16,1 (2002), pp. 49-50.
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and sisters had valid claims to the property. They had presumably accepted the responsibility to pay their sisters’ dowries and only sold this plot of land in the first place to obtain a cash dowry for Astrugona, who had reached marriageable age. They referred to this settlement not simply as dowry, however, but explicitly as “inheritance” (Latin *hereditas*). Astrugona, moreover, swore that she would not seek to invalidate the sale made by her brothers “on account of my inheritance, paternal or maternal, or as successor of my late brother Saltell, or for any other reason”.\(^70\) Her renunciation of inheritance claims was identical to the formula employed by Christian potential heiresses.

In this sale, Issach and Abraham de Tolosa acquiesced to the Christian assumption that their mother and sisters enjoyed rights in the late Astrug’s estate, counter to both the dictates of Halakha and the provisions of their father’s will. Consent to a sale did not necessarily translate into real managerial authority over property. However, attributing the right to give or withhold consent to women could in theory give them some leverage. Regardless, the adoption of Christian conventions surrounding the consent of women claimants required them to engage in the real estate market to an extent not seen in other economic spheres.

Although this case is especially intriguing and richly documented, it is far from the only one in which wives, mothers, daughters, and sisters participated in real estate transactions in which they lacked Halakhic authority over the property in question. While many such cases involved transactions between Jews and Christians, women even played an unusually prominent role in intra-Jewish property sales, in contrast to other intra-communal transactions. Bondia Hanoch of Girona, for example, acted alongside his mother Sara and his two sisters Bonadona and Reina when he sold a large urban estate in the *call* of Girona to another Jew in 1327.\(^71\) Bonjueu Vidal of Barcelona obtained the formal approval of his wife Cruxia when selling property to Jewish buyers in 1282.\(^72\)

Catalan Jews probably adopted Christian practices even when selling property to their fellow Jews to ensure that their ownership of property would go unquestioned in the event of a subsequent sale to non-Jews. In a living-will grant from 1329, Fabib Maymó, a Jew of Barcelona, explained to his son Maymó Fabib that he had chosen to employ a Latin notarial contract as well as a Hebrew one “because at some point you might need to transact or deal with Christians and they would wish to see the title by which you hold the land, and it is difficult for you to show them the title which you have in the form of a Hebrew contract”.\(^73\) Because Jews and Christians were involved in the same real estate market, it

\(^70\) ACB, pergamins, 4-42-311.
\(^71\) AHG Gi-5, vol. 7, fol. 9r-v.
\(^72\) ACB, pergamins, 1-1-1357.
\(^73\) ACB, notaris, vol. 23, fol. 47r-v.
created a space for Jewish women that looked much like the role carved out for their Christian counterparts.

**Boundaries and Borders: Limits on Jewish Women in the Real Estate Market**

Social expectations, however, hindered the ability of both Christian and Jewish women to effectively administer real estate holdings. Jewish women, often discouraged from publicly participating in the management of financial resources, faced especially powerful obstacles, and hence relied heavily on male relatives and community members to manage their property. Most Christian women collected rent and the proceeds from the sale of property in person and signed contracts in the notary’s office. For the most part, they relied on agents only for the final step of the transaction: transferring physical possession of the property, which had to take place on-site. In contrast, Jewish women regularly relied on male agents to collect rents and sell property, even when they owned real estate holdings independently.

Jewish women typically avoided travel on business, which precluded them from either transferring physical possession of properties outside the city walls or managing properties located in other cities. Women who relocated for marriage had to rely on agents to manage distant inherited properties. Bonosa, wife of Bonsenyor des Cortal, lived in the town of Vilafraanca del Penedé, but had inherited houses in the Jewish quarter of Barcelona (about sixty kilometers away) from her late father and brothers. When she collected rent owed on the property in 1349, she was represented by Samuel ça Porta, a Jew of Barcelona, who went before a public notary of Barcelona and received payment from her tenant on her behalf. Given the timing, her father and brothers may have died unexpectedly of the Black Plague, which struck Barcelona in May of 1348, or in the subsequent massacres of many members of Barcelona’s Jewish community. Bonosa may...

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76 Arxiu Històric de Protocols de Barcelona (henceforth AHPB), vol. 18/1, fol. 17v-18r.
have felt unprepared to engage in regular travel to manage properties she had never expected to inherit, as a daughter with two brothers. Distance also posed challenges for Bonadona, daughter of Bramon de Torroella of Girona, who inherited both outstanding loans and real property from her late father. Bonadona had married a Jew from Mallorca, Vidal Bonet, and after collecting on a single loan in 1326, she relied on Vidal to manage her inherited resources on her behalf. Although she arrived in Girona around the time of her father’s death, her continued absence after 1327 suggests she may have returned permanently to Mallorca, leaving her inheritance entirely in her husband’s hands. In his final act as her agent, in 1336, he sold the urban property Bonadona had inherited from her father in Girona’s Jewish quarter. Marriage far from her home city made the management of inherited real property all but impossible. Christian women faced similar social restrictions on travel, and typically relied on agents to manage property located outside the city walls.

Yet even when managing local properties Jewish women sometimes acted through agents rather than appearing in person in the office of Christian notaries—a choice made much less frequently by Christian women. When Reina, widow of Abraham Cap of Barcelona, sold an estate in the city’s Jewish quarter in 1328, she acted through agents not only to transfer physical possession, but also to sell the property and collect the sale price. As the transaction required no significant travel, Reina simply may have preferred to avoid public economic activity and interactions with Christians. Some Jewish women absented themselves during the sale of joint properties, instead relying on co-owners to act in their best interests. Although Sobredona, wife of Cresques Alfaquim, appeared alongside her husband to sell the property, she remained absent when her husband returned to the notary’s office to appoint an agent for the transfer of corporal possession. The office of the notary was fundamentally a male, Christian space, which doubly

78 For Bonadona’s single independent transaction, see AHG Gi-5, vol. 6, fol. 86v. Although Bonadona’s contract appointing Vidal as her agent has not survived, Vidal referred to it, providing the notary and date, when he collected on a loan owed to the late Bramon de Torroella in June of 1330. See AHG Gi-5, vol. 9, fol. 9v-10r. For further discussion of this case, see Sarah Ifft Decker, “Between Two Cities: Jewish Women and Exogamous Marriage in Medieval Catalonia,” *Journal of Medieval History* 45, 4 (2019), pp. 494-496.
79 AHG Gi-5, vol. 37, fol. 7r-v.
80 See, for example, Bartomeua, wife of Berenguer de Vic of Barcelona, who in 1333 sold two plots of land located outside the city walls. She had inherited the property from her father and held it independently, but relied on her husband to transfer physical possession on her behalf. ACB, notaris, vol. 27, fol. 18v-20r.
81 ACB, notaris, vol. 65, fol. 44r-45v.
Minding Manors

marginalized Jewish women. Many Jewish women may have felt unwelcome or uncomfortable in this space, and as a result chose or felt obligated to avoid it.

Jewish women property sellers were also careful to obtain consent from a wide range of family members with potential inheritance claims, meaning that relatively few acted entirely independently. This paper began with the example of Dura, widow of Samuel Cap, who sold her vineyard independently, but obtained consent from two men. Reina, wife of Asser Toros, involved a broad array of potential heirs – her children, her husband, her father, and two siblings – when she sold property in the Jewish quarter of Barcelona to a Christian buyer in 1307. Although, as we have seen, some Jewish men selling to Christian buyers obtained consent from wives and family members, several failed to do so. In contrast, nearly every Jewish woman property seller acquired the consent of at least one potential heir. Jewish women probably felt insecure in their property rights, and as a result acted with even greater caution than Jewish men when selling property, which, under Christian law, would have been subject to overlapping claims.

Conclusions

Both Jewish and Christian women found opportunities to participate in the real estate markets of medieval Catalan cities. Women enjoyed some property rights under both legal systems, although Jewish law limited women’s inheritance rights, and fewer Jewish women owned property independently. Christian women could exercise claims over real property owned by their husbands, fathers, and brothers, and regularly participated in real estate sales on the grounds of their dowry and inheritance claims.

Although Jewish law permitted women to own property, rabbinic authorities remained vigilant in challenging women’s claims of joint ownership over property alongside husbands, brothers, and sons. Jewish daughters could not claim specific pieces of property, or contest real estate sales on the grounds of inheritance rights. Widows could recover alienated property if their late husbands’ estates proved insufficient to repay their dowries, but even when they purchased property jointly with their husbands, rabbis such as ibn Adret rejected claims of shared ownership. Notwithstanding, the interreligious real estate markets of Catalan cities allowed Jewish women to become involved in real estate transactions alongside their

84 ACB, notaris, vol. 44, fol. 202r-203r.
85 In 1347, for example, Bonsenyor Malet, Jew of Barcelona, sold a Christian merchant his share of a vineyard, which he jointly owned with his brothers, yet made no apparent effort to receive his brothers’ consent – although, intriguingly, he did obtain consent from his wife. See ACB, notaris, vol. 221, fol. 23v-25v.

[35]
husbands and male relatives. Although Jews might purchase property, typically from other Jews, without obtaining the consent of the owner’s wife or children, Christian buyers proved reluctant to do so. Unfamiliar with Jewish law, they certainly would not trust Jewish families’ denial of women’s property rights.

Although Catalan rabbinic authorities used the sphere of family law, including women’s property rights, to resist acculturation, this posture of principled resistance proved difficult to maintain when faced by pragmatic economic challenges. Local Christians were unconcerned with the question of whether Jewish daughters inherited equally with their brothers, or whether Jewish wives could recover dowries from still-living husbands. If they were investing in real estate, they wanted assurance that Jewish sellers could not overturn the sale. In practice if not in theory, Jewish women thus gained rights to family-owned real property, albeit only as part of an effort to reassure Christian buyers.

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sifftdec@iu.edu
### Minding Manors

#### Table 1

Jewish Real Estate Contracts in Notarial Registers

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<th>Location</th>
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<th>Men</th>
<th>Women</th>
<th>Married couples</th>
<th>Group (men)</th>
<th>Group (mixed)</th>
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Table 2
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