[SPECIAL ISSUE: RESEARCH ARTICLE]

Contesting *Ketubas*, Negotiating Nuptials: Sephardic Women and Colonial Law in Eighteenth-Century Suriname

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Abstract

This article examines Portuguese-Jewish women's engagement with the Dutch colonial authorities in eighteenth-century Suriname. It offers a historical context for Suriname's Sephardic community and its unique set of privileges, in conjunction with an elaboration of Dutch (colonial) law on marriage and the property rights of Jewish women. Next, the judicial practice is explored, showing how Jewish women, and predominantly widows, made active use of colonial institutions to assert their rights and interests, and how women and girls of marriageable age occupied a complex position of considerable socio-economic influence paired with a convergence of legal and familial constraints.

Keywords

Marriage, Ketuba, Kiddushin, Use of justice, Caribbean

Resumo

Este artigo examina o envolvimento das mulheres judias portuguesas com as autoridades coloniais holandesas no Suriname no século XVIII. Apresenta um contexto histórico da comunidade sefardita do Suriname e o seu conjunto único de privilégios, em conjunto com uma elaboração da lei holandesa (colonial) sobre o casamento e os direitos de propriedade das mulheres judias. Em seguida, explora-se a prática judicial, mostrando como as mulheres judias, e predominantemente as viúvas, utilizavam ativamente as instituições coloniais para asseverar os seus direitos e interesses, e como as mulheres e as raparigas de idade de casar ocupavam uma posição complexa de considerável influência socioeconómica, junta a uma convergência de constrangimentos legais e familiares.

Palavras-chave

Casamento, Ketuba, Kiddushin, Justiça, Caraíbas

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The Dutch-ruled colony of Suriname was, from the second half of the seventeenth to the first quarter of the nineteenth century, one of the foremost centers of Jewish life and communal autonomy in the Western Hemisphere, comprising roughly one quarter of the total Jewish population in the Americas by the 1790s (Ben-Ur 2020: 267). The Sephardic community, which held a significant stake in the colony along the Suriname River, from the fortress town of Paramaribo along a string of plantations to the inland Jewish-owned village of *Jodensavanne*, occupied a unique legal, sociocultural, and economic position in this setting: Lusophone and highly endogamous, the community retained a distinct cultural identity from both the wider colonial society and from the Central European Ashkenazi community while sharing many aspects of Jewish religious law with the latter and being deeply economically embedded in the former. In recent years, Surinamese Jews, and especially the Sephardim, have become a subject of increasing scholarly attention. Two key perspectives stand out in this literature: one, the simultaneous connection of the community to the wider Atlantic network of the *Nação* and its strong local integration to the point of creolization, marked by the community's interaction with enslaved Africans and Afro-descendants (Israel 2002; Schorsch 2004; Vink 2010; Ben-Ur and Roitman 2014); and two, the fraught relationship between Jewish struggles for and with autonomy and emancipation on the one hand and the community's contribution to the development and maintenance of Atlantic and specifically Surinamese slavery, as well as the racialized hierarchy that accompanied it (Davis 2016; Rauschenbach and Schorsch 2018; Ben-Ur 2020).

This latter dynamic was, arguably, doubly complex for Sephardic-Jewish women who, in addition to the broader interaction between their community and the colonial authorities, navigated patriarchal authority structures while simultaneously wielding both interpersonal and economic power through their property claims over enslaved African men and particularly women.[1] This article will focus on these Sephardic women and their engagement with Suriname's colonial institutions at various points of their lives, tracing how they negotiated, defended, and contested their position and that of those close to them within a hierarchically-ordered society sustained in large part by the exploitation of enslaved African labor. I will begin with a brief introduction to the Portuguese-Jewish community in Suriname, its privileges, and its relation to the colonial government and Dutch law, particularly with

[1] While the Sephardic community shared some of its privileges and religious regulations with the Ashkenazim, this article primarily focuses on Sephardic women, whose experience was distinct as a result of their multi-generational embeddedness in the colony, resulting in a greater emphasis on patrimonial wealth and land and slave ownership compared to the Ashkenazim. The latter community had begun arriving in the colony more recently, was more urban and mercantile, and less embedded in a "corporate" communal and institutional structure than its Lusophone counterpart (Ben-Ur 2020: 8–9).

regards to the regulation of marriage, which was key in determining Jewish women's property rights and legal autonomy or dependence. The second and third sections will dive into the legal practice in the colony, turning first to Sephardic widows as key actors in the intricate social and financial network of the community, and finally, zooming in on two case studies centering teenage girls navigating various clashing forms of institutional, familial, and economic power in their marriage prospects.

The Portuguese-Jewish Community, Colonial Law, and the Regulation of Marriage

The Sephardic community settled along the Suriname River formed one of the oldest and most enduring elements of Suriname's colonial society, with its first generation predating Suriname's status as a Dutch colony and its descendants remaining through a range of social, economic, and political changes, retaining a separate corporate status until the civil emancipation of Portuguese Jews in 1825 (Vink 2010: 102). Generally credited with the founding of the community and its unique Jewish village *Jodensavanne* in Suriname is David Cohen Nassy (1612-1685). Originally a Portuguese New Christian who, by way of Dutch Brazil and Amsterdam (where he had returned to his ancestral faith) and after several failed patroonships in Curaçao, Essequibo, and Cayenne, Nassy had found his way to Suriname in the 1660s, along with several other Portuguese-Jewish settlers.[2] The English planters and administrators who had first colonized the area out of Barbados in the decade prior were eager to expand the settler population to support a growing sugar economy, and as a result, Nassy and his co-religionists were able to negotiate a remarkable set of privileges that would largely be maintained after the colony came under Dutch administration in 1667 (Ben-Ur 2020: 32–42).[3]

Key in this agreement was not just the right to freely practice the Jewish faith and exemptions from specific restrictions and obligations, but also a considerable degree of communal autonomy (including in matters of marriage and inheritance) and authority for the internal governing council known as the *Mahamad*. This latter body, comprised of prominent Sephardic men, mostly planters, settled disputes—claiming exclusive jurisdiction over civil conflicts between members of the Nation where the conflict concerned the equivalent of

[2] On patroonships, a form of colonization in which a colonial entrepreneur holds control of settled territory in a quasi-feudal fashion, see Jacobs (2007).

[3] Copies of the Privileges can be found in the Dutch National Archives: Nationaal Archief, Den Haag (hereafter NL-HaNa), Digitaal Duplicaat Suriname: Nederlands-Portugees Israëlitische Gemeente in Suriname, access no. 1.05.11.18, inv.no. 94.

10,000 pounds of sugar (or 500 guilders) or less—and enforced adherence to the community's bylaws (the so-called *Askamoth*).[4] The privileges, it should be noted, were not a static body of rules and exceptions, but rather were subject to ongoing renegotiation. This is particularly the case with regard to Jewish marriage, which in the seventeenth century was largely administered internally without much involvement from the colonial authorities, but in the eighteenth century increasingly became subject to regulation and contestation.

Marriage among the Sephardic community in Suriname traditionally came about through a convergence of practices and records. A first step, for many, was a betrothal formalized through the gift of a ring to the bride (*kiddushin*), making the union exclusive. This ritual essentially formed the first part of the marriage ceremony, rendered complete by the nuptials and especially by the *ketuba*.[5] This key document not only recorded the marriage clause uttered by the groom to the bride, but also registered the financial arrangements made between the groom, the bride, and her family. Central in this was the bride's wealth, consisting of the property the bride brought into the marriage (gifted by her father, inherited from relatives, or provided for by the synagogue's fund for poor orphan girls), and the dower provided by the groom, usually consisting of an addition of fifty percent to the bride's dowry.[6] The husband would be free to employ this property as he saw fit and was entitled to its profits, but the wife was owed the entire amount of her ketuba when the marriage ended, which in most cases meant the husband's death. While ketubas were often referred to as prenuptial agreements and largely functioned as such, they were not subject to the same rules as Christians' antenuptial contracts. While the latter, as of 1686, were only legally valid if they were registered with the colonial secretary, this did not apply to Jewish ketubas—an exception that was formalized in 1741 following an August 4, 1740 resolution from the Dutch States General, petitioned by the *Parnassim* of Amsterdam on behalf of those in Suriname and Curaçao, which affirmed that all ketubas were legally valid to the point of precluding any community property. Jewish wives' assets (specified in the ketuba) were excluded from both the profits and the losses incurred over the course of their marriage, meaning they could not be held liable for the husband's debts.[7] While not required, Jewish

[4] Ibid., folio 14; Periodically updated versions of the Askamoth can be found in the same archive, under inventory numbers 97–115.

[5] On the function and origins of the kiddushin and ketubah, see Epstein (1927: 1–16).

[6] For an example in Portuguese, see NL-HaNA, Nederlands-Portugees Israëlitische Gemeente Suriname [digitaal duplicaat], 1.05.11.18, inv.no. 410, Ketubas 1783-1792, #55, folio 109, in which the bride brought in 6,000 guilders, which the groom "increased according to custom by 50 per cent so that the total *quetuba* is 9000 guilders."

[7] Nationaal Archief, Den Haag, Sociëteit van Suriname, access no. 1.05.03, inv.no. 294, scan 397-398.

couples could choose to register the terms of their ketuba, along with any additional stipulations, in an additional prenuptial agreement recorded at the colonial sworn clerk, which functioned as a notary in Suriname.[8] In the eyes of the Christian colonial government, however, these contracts, including ketubas, only formalized the property arrangements within marriage; the procedures required to render a marriage valid in the first place were a different matter.

The Christian tradition had initially had a remarkably straightforward doctrine of marriage, in which a simple exchange of vows followed by consensual sex rendered a couple legally married, even without mediation from worldly or clerical authorities. The Reformation and Counter-Reformation had put an end to this, however, subjecting marriage to a strictly regulated set of procedures that made clandestine marriage impossible (Witte 1997: 155–158, 211–215). In the Dutch Republic, as per the 1580 set of regulations known as the "Political Ordonnance," bridal couples were required to announce their upcoming nuptials in the Reformed Church or with the magistrate (*ondertrouw*), so that public announcements could be made on three consecutive Sundays, giving anyone who might know of a reason the marriage could not be contracted a chance to come forward (Cau 1658). These requirements applied to Christians of all denominations as well as Jews, and the same was true—at least in theory—in Dutch overseas colonies. In practice, however, it took until the early eighteenth century for this requirement to be placed on Surinamese Jews, and not without contestation. In 1703, following a petition asking for clarity on the matter from Suriname's *parnassim*, who hoped to retain the community's autonomy in marital affairs practiced thus far, the States General resolved to follow the position taken by the States of Holland and West Friesland in 1665: it recognized Jewish marriages that had thus far been contracted in the traditional fashion as legal, but required couples to register their union with the authorities retroactively and affirmed Jews' obligation to henceforth abide by the Political Ordonnance of 1580.[9] This mandate, after it was proclaimed in Suriname in early 1704, was initially widely disobeyed, prompting the colonial government in 1705 to penalize rabbis who married couples without a license from the Governing Council with a fine.[10] This "Governing Council," also known as the Court of Policy and Criminal Justice, functioned simultaneously as a criminal court and as Suriname's political administration.

[8] These notarized agreements can be found in: Nationaal Archief, Den Haag, Digitaal Duplicaat: Suriname: Oud Notarieel Archief, access number 1.05.11.14, inv.nos. 108-112.

[9] NL-HaNA, Sociëteit van Suriname, 1.05.03, inv.no. 294, scan 398-399.

[10] NL-HaNA, Nederlands-Portugees Israëlitische Gemeente Suriname [digitaal duplicaat], 1.05.11.18, inv.no. 94, Privileges Tit. V, folio 39-42.

The mandate was further entrenched in 1742, when additional regulations for the pre-registration of Jewish and other non-Reformed marriages were announced.[11] This decision had been prompted, in part, by a conflict between the *fiscaal* (public prosecutor) and a Jewish couple, Ribca Alvarez and Isaac Correa. In May 1742, when the couple went to register their upcoming nuptials with the colonial secretary in order to obtain the required written permission to marry, the *fiscaal* blocked the confirmation of their wedding, on the grounds of Ribca being eight months pregnant, meaning the pair had had premarital intercourse, which went against the 1656 Dutch Marriage Regulations. Ribca and Isaac, in response, issued a written protest, demanding that the impediment be lifted so their child would not be born out of wedlock, and threatening to pursue the matter further before the Court of Policy and Criminal Justice. This seems to have been effective, because they are registered as having married on June 19.[12] Because the *fiscaal* alleged that the matter had been complicated by the fact that Surinamese Jews generally did not register their *ondertrouw* in a way that was consistent with the Ordonnances, the Governing Council decided to henceforth require all such registrations to occur in the presence of not just the secretary, but also two members of the council.[13]

Jewish Widows and the Contestation of the Ketuba

The case mentioned above illustrates how the active use of the judicial institutions by individuals was a driving force behind the formation of regulations and privileges for the Sephardim in Suriname. For Jewish women, for whom the legal recognition of the ketuba was arguably the most consequential of all the privileges granted to the Portuguese-Jewish community in Suriname, this interaction with the judicial system often involved their bridewealth. Because Jewish women only gained independent control of their property following either divorce or widowhood, with divorce being relatively uncommon, the vast majority of Sephardic women who appear in the colony's court records are widows, either making arrangements for their prior children's inheritance before contracting a new marriage, as the law required, or trying to sort out a complex financial situation following a husband's

[11] Ibid., folio 38-39.

[12] NL-HaNA, Sociëteit van Suriname, 1.05.03, inv.no. 269, folio 914; NL-HaNa 1.05.11.16 Suriname Doop-Trouw- en Begraafboeken (DTB), inv. no. 7, scan 51.

[13] NL-HaNA, Digitaal Duplicaat: Oud Archief Suriname: Raad van Politie (hereafter Raad van Politie), access number 1.05.10.02, inv.no. 22, Council Minutes 19 July 1742, scan 248; inv.no. 24, Council Minutes 25 may 1742, scan 223-224.

death.[14] Conflicts primarily arose when a deceased husband's estate was insolvent, which occurred more and more frequently as the eighteenth century progressed and debt became a primary driver of Suriname's plantation economy. While the rights that came with a woman's ketuba*,* entitling her to both her own dowry and her dower provided by her husband upon his death, in theory provided Jewish women with security from losses incurred over the course of the marriage, in practice this security was only assured in times of prosperity. If a husband's debts were greater than his assets upon his death, his wife was only one of multiple creditors who could lay claim to his estate, and her primacy was not necessarily guaranteed. This was especially the case prior to 1740, before the States General asserted the validity of ketubas in separating wives' assets from that of their husbands. In 1729, for example, Ester Brandon, widow of Jacob del Castilho, found herself forced to turn to the Governing Council to assert her rights in a conflict with her late husband's creditors. She hoped to recover the value specified in her ketuba from De Castilho's estate, but this sum could not be covered by the goods she had brought into the marriage, which were appraised at considerably less, while simultaneously her husband's creditors were suing her for his debts. She asserted that she was *not* his heir (and thus not liable for his debts) and that to the contrary, by virtue of the Jewish privileges and her prenuptial agreement, she was in fact the primary creditor whose lien on the estate ought to precede any other claims. The council referred her to the civil court, who in turn sent her case to the Netherlands for a legal consultation. Although the outcome of the case is unclear, it is likely that the uncertainty that arose from cases like hers in part informed the *parnassim*'s decision to lobby for the formal recognition of ketuba's in 1740, as well as the States General's decision on the matter.[15]

After 1740, more cases of Jewish widows' primary claims to husbands' estates being recognized emerge, even in cases where estates could not cover the value of the ketuba—in which case, arrangements were frequently made to pay the widow in instalments over several years. Nevertheless, claims to the value of one's ketuba could still be contested, as was the case with the widow of Jacob de Isaac de Meza. De Meza's estate was insolvent, to the point that the couple's daughter Sara later renounced any claims to her inheritance.[16] Sara's mother, however, petitioned for the right to take enslaved servants out of her husband's insolvent estate as well as a yearly payment of eight percent of the amount to which her ketuba entitled

[14] The regulation for widows and widowers remarrying was passed on 27 July 1735: at NL-HaNa 1.05.11.18 Nederlandse Portugees-Israëlitische Gemeente in Suriname, inv.no. 94, folio 58.

[15] NL-HaNA, Raad van Politie Suriname, 1.05.10.02, inv.no. 300, folio 71, 118; inv.no. 301 folio 42; NL-HaNA, Sociëteit van Suriname, 1.05.03, inv.no. 258, scan 174; inv.no. 258 scan 1140, folio 1253.

[16] NL-HaNa, Nederlands-Portugees Israëlitische Gemeente Suriname, 1.05.11.18, inv.no 783, Jurator protocols 1750-1762, folio 58.

her. De Meza's other creditors did not accept this, claiming that this amount was largely fictional, and that she had only brought "two slaves and some linen ware" into the marriage, "which two slaves have since died."[17]

In addition to advocating for their own property rights on the grounds of their ketuba, many Portuguese-Jewish widows, through their use of the judiciary, also asserted their position as de facto head of their family, advocating on behalf of their children and grandchildren. The widow Sara Israels, for example, took legal action against her son-in-law, Salomon Levi Ximenes, on behalf of her grandchildren in 1730, petitioning for independent guardians to be appointed to watch over the estate of the children's deceased mother—Sara's daughter. A year later, she petitioned for Salomon Levi to be reinstated as guardian, as she had reconciled with him and "he currently keeps the plantation in a very good state and promotes the interests of the children."[18] Another, Ribca de la Parra, negotiated with her own children in the management of her late husband's estate, drawing up a contract with her son and son-in-law to prevent conflicts over the now-insolvent estate, and asking the court to validate it despite the fact that her third son, who was mentally disabled and dependent on his mother, could not sign it.[19] Others deliberately waived the rights to their ketuba in order to spare their children's inheritance, or even stepped in to take over their children's debts, such as Rachel Fernandes Henriques, who in 1769 mortgaged her house to release her son from incarceration over his debts, which later led her to face insolvency and threats of civil arrest herself.[20] Debt and insolvency were constant features of eighteenth-century Suriname, particularly in the crisis-ridden latter half of the century, and Jewish widows were omnipresent figures in this precarious financial web, both as creditors and as debtors.[21]

Young Brides and Conflicting Authorities: The Cases of Ribca Pinto and Sara Dovale

It is rare to see unwed Sephardic women as legal actors in the records of Suriname's colonial institutions, and this is unsurprising. Unlike in Dutch port cities where single women formed a substantial part of the population and where one's first marriage was generally well after reaching legal adulthood (set at age twenty for women and twenty-five for men) (De

[17] NL-HaNA, Raad van Politie Suriname, 1.05.10.02, inv.no. 351, petition 28 September 1751, folio 183-187.

[18] NL-HaNA, Raad van Politie Suriname, 1.05.10.02, inv.no. 302, petition 26 April 1731, folio 117.

[19] Ibid., inv.no.423, petition 12 May 1780, folio 294.

[20] Nationaal Archief, Den Haag, Digitaal Duplicaat: Oud Archief Suriname: Raad van Justitie, access number 1.05.10.04, inv.no. 1091, folio 340-345. An example of the former is Rachel Henriq. De Granada, NL-HaNA, Raad van Politie Suriname, 1.05.10.02, inv.no. 313, folio 168.

[21] On the implications of economic decline for the Surinamese Jewish community, see Cohen (1991).

Groot, Devos and Schmidt 2015; Zanden, Moor, and Carmichael 2019), unmarried women in Suriname were in relatively short supply, and it was common for girls of the Portuguese Jewish community—especially those with property—to wed in their teens. Many young women thus moved directly from one state of legal and economic dependence—under the authority of their father or legal guardian—to another, since married women handed over control of their property to their husbands for the duration of their marriage, and women could generally only take legal action by proxy of or alongside their husband or after obtaining special permission (*veniam agenda*) from Suriname's Court of Policy. When married women took legal action themselves, it was usually either in case of divorce, in their capacity as slaveholder (manumitting or transferring enslaved servants in their personal property), or in their capacity as a mother advocating on behalf of her children in cases that were not strictly financial (such as slights to sexual honor). Barring contentious divorce cases, however, these women were usually still listed in the records as "assisted" by their husbands, even if only pro forma.[22]

Similarly, unwed, underage young women, if they made active use of colonial institutions, usually did so alongside their prospective groom, such as the above-mentioned pregnant bride Ribca Alvarez and her partner Isaac Correa. In the majority of cases, however, unmarried girls feature in the records as the *object* of institutional intervention rather than as legal agents. This was especially the case for orphans, who were ubiquitous in death-riddled Suriname. An important institution was the Orphan Board, which took charge of the inheritances of minors (and acted as default legal guardian) if the deceased parent(s) had not appointed a guardian and executor in their will. It also handled other unmanaged estates, such as those that were insolvent and therefore renounced by the heirs. While there was a secular Orphan Chamber that also occasionally got involved in Jewish colonists' affairs, the Portuguese-Jewish community had its own Orphan Chamber, as did the Ashkenazi community after it split off from the Sephardim in the 1730s.[23] In practice, however, most people who had considerable property to pass on opted to explicitly exclude the *Weesmeesteren* ("Orphan Masters") from control over their estate in their will, and instead appointed a specified guardian over their underage children and estate: usually (although not always) their surviving spouse or, if already widowed, one or more trusted family members or friends.

[22] Notably, although married Jewish women were rare as litigants in court, they were prolific users of the notary, with women frequently even making up the majority of actors in the records of the Jewish *jurator*. See, for example, NL-HaNa 1.05.11.18 Nederlandse Portugees-Israëlitische Gemeente in Suriname, inv.no. 788, Protocollen Jurator Jacob de Barrios 1779–1780.

[23] NL-HaNA, Sociëteit van Suriname, 1.05.03, inv.no. 183, scan 345. On the function of the Orphan Chamber in a Dutch institutional context, see Schnitzeler (2021).

These guardianships could become subject to considerable conflict. This was especially the case with wealthy, orphaned young girls on the verge of marriage: the Jewish marriage contract required an account of the property the bride was bringing into the marriage so it could be recorded and amplified by the groom in the couple's ketuba. The bride's guardian was responsible for providing such an account so it could be appraised by a *priseur* if necessary, while also being in a position to give or deny permission to wed in the first place. This could result in conflicts of interest if the guardian was in financial trouble or had mismanaged the ward's estate. To complicate things further, other family members who were not formal guardians but nonetheless had an influence on the girl's life might have their own ideas about how to advantageously consolidate the property of heiresses in the family through marriage, and here, too, interests could clash. The strategic marrying off of girls as a means of managing patrimonial wealth was not confined to propertied classes of the Jewish faith, but in Suriname the Sephardic community was arguably particularly prone to conflicts around this practice: its closely-knit structure and multi-generational rootedness meant that young brides and their grooms alike were embedded in a local network of relatives to a degree that was unusual for a diasporic community in a relatively new colony, and these aunts, uncles, cousins, and grandparents each had their own perspectives, interests, and allegiances.

This becomes clear in the case of Ribca Pinto. In late 1738, this then thirteen-year-old girl became the center of a conflict between two influential Sephardic-Surinamese families, which would devolve into an extensive legal battle. That summer, Ribca had been engaged to Isaac de Josuah Cohen Nassy (later father to the famous Surinamese writer David Cohen Nassy), then a young man in his early twenties. Her stepfather Abraham de Britto did not approve of this match, however, nor did her paternal uncle and legal guardian, Abraham Pinto Junior, and they arranged an alternative match for Ribca: twenty-two-year-old David de Moses de Britto. The two sides had different grounds on which they based the validity of their betrothal: the Cohen Nassys had obtained a written promise of marriage from Ribca and written permission from her mother and grandfather, while David de Britto had solemnized his union to Ribca in the traditional Jewish custom by giving her a ring (*kiddushin*).[24] This prompted Isaac's father Josuah Cohen Nassy, who claimed this ritual had been conducted illicitly, to take legal action against the Pinto-de Britto clan, issuing a request to the Governing Council in which he demanded that Ribca's stepfather hand her over to

[24] NL-HaNA, Raad van Politie Suriname, 1.05.10.02, inv.no. 313, scan 371.

him so the promised nuptials to Isaac could take place. Both families hired lawyers who proceeded to present a range of arguments and counterarguments in court.[25]

Remarkably, although the two sides presented conflicting narratives, both stressed two central points. The first was Ribca's respectable fortune, inherited from her late father Joseph Pinto da Fonseca, and the impact this could have on the parties involved. Ribca's maternal uncle, Jacob Cohen Nassy (a distant cousin of Josuah and Isaac), got involved by petitioning the court to be allowed to replace her paternal uncle Abraham Pinto as her guardian. In his petition, he argued that Pinto was riddled with debt, was mismanaging Ribca's fortune, and owed her at least twenty thousand guilders in rent from her stake in the plantation Stella Nova and from ten of the enslaved people to whom she personally held claim. Because Pinto could not afford to pay this out upon Ribca's marriage, Jacob claimed, he had conspired with the De Brittos to marry her off in a way that "favored his particular interests more than the well-being of his ward." Pinto, conversely, claimed that Jacob Cohen Nassy was conspiring with Josuah, to whom Pinto referred as his "enemy," in exchange for a line of credit at Abraham Da Costa and Son, a firm based in Amsterdam, and that it was the Cohen Nassys who were saddled with debt, which would eat into Ribca's fortune if she married Isaac.[26]

The second point stressed by both narratives was Ribca's presumed helplessness (and to a lesser extent that of her mother Jaël) as a young girl at the whims of men looking to exploit her. Ribca's stepfather Abraham de Britto, in his response to the Cohen Nassys' suit, claimed that the latter had resorted to underhanded and extortionate tactics to forge the betrothal: while he, her stepfather, was away on business in service of the colony. De Britto claimed Josuah Cohen Nassy had pressured Ribca into signing a written promise of marriage to his son Isaac. If she refused, De Britto alleged, the Cohen Nassy patriarch had threatened to "hand her over to his son, to abuse her . . . while she was on his [Josuah Cohen Nassy's] plantation and in his power, and out of fear of bringing shame to her family she was forced to sign without knowing what it was." De Britto's wife, Ribca's mother Jaël, he alleged, had also been tricked and pressured into signing a declaration of consent to the marriage by her father (also a Cohen Nassy and cousin of Josuah). This consent, moreover, De Britto

[25] Ibid., inv.no. 313, scan 349-409. It is unclear if the case had initially been taken up before the *Mahamad*, as the latter's archive contains no council minutes for this period.

[26] NL-HaNA, Raad van Politie Suriname, 1.05.10.02, inv.no. 314, Petitions sept-dec 1739, scan 297-300, 303-309.

asserted, had no legal value because a married woman could not take legal action independently of her husband.[27]

Cohen Nassy contested this on all fronts, asserting firstly that it was Jaël as Ribca's mother as well as her grandfather, but certainly not her stepfather, who rightly had a say in whom she married, and secondly, denying any coercion on his part, instead arguing that it was De Britto who was "the tyrant and deceiver." Nassy cited several testimonies from witnesses who had reportedly heard Jaël complain about her husband physically abusing her and who had seen Abraham De Britto beating his stepdaughter for saying she did not wish to marry David de Britto and "complaining that her stepfather wished to sell her for her money." In August, Ribca had reportedly confronted David de Britto's father, Moses, to ask him how he dared insinuate she was inclined to marry his son when she had no intention of doing so. When Moses had responded that her uncle (presumably Abraham Pinto) had said differently, Ribca had allegedly answered: "my uncle only says that so he can keep profiting off my black women."[28]

If Cohen Nassy's cited testimonies are accurate, Ribca Pinto had a clear opinion on the matter of her marriage that she actively vocalized within the informal setting of her community, but there is no record of her turning either to the Portuguese-Jewish or the secular authorities, or even of her making a statement in court on the matter.[29] The first time she makes an appearance in the court records taking legal action is alongside David de Britto as his prospective bride, petitioning the court in 1739 to come to a final decision in the ongoing suit, so that Ribca could marry David, to whom she was formally engaged according to Jewish custom, as affirmed by a testimony from the *Haham* (ordained religious leader). The petition, which Ribca signed with an X, stated that "she cannot and does not want to marry anyone else," contrary to her prior reported statements.[30] By this point, any friendly ties between either Ribca or her mother and the Cohen Nassys seem to have been severed, because Jaël had sued Josuah Cohen Nassy's wife for slanderous injury against her daughter, as Mrs. Cohen Nassy had allegedly compared Ribca to a pig who had been "dishonored by three" on account of her multiple engagements. The court, remarkably, seems to have initially sided with the Cohen Nassys, dismissing Jaël's slander suit, not recognizing the religious

[27] NL-HaNA, Raad van Politie Suriname, 1.05.10.02, inv.no. 313, scan 359-369, 387-398.

[28] Ibid., inv.no. 313, scan 378.

[29] Ribca's situation as a minor was notably different from other young women in the Sephardic world documented as resisting relatives' nuptial expectations, such as Mariana del Sotto in Amsterdam. Mariana, who in 1673 started legal proceedings against not just her own family, but also against the *Mahamad* itself, was a widow and thus a legal adult with independent access to her fortune as well as the legal system (Hagoort 1997).

[30] NL-HaNA, Raad van Politie Suriname, 1.05.10.02 inv.no. 314, folio 143.

betrothal as legally valid, and ordering the marriage between Ribca and Isaac Cohen Nassy to take place.[31] In the end, however, this verdict did not come to pass: Ribca Pinto married David de Britto in the spring of 1740, at the age of fifteen.[32]

The contradictory position of young women such as Ribca, who held significant stakes in Suriname's plantation economy and personally wielded power (at least to a degree) over the enslaved people they had inherited, but who were subjected to a convergence of familial, communal, and governmental authority in the management of their property and selection of a marriage partner, is even more explicitly pronounced in the case of Sara Dovale (Portuguese: do Vale).[33] This conflict, again involving several members of the extensive Cohen Nassy family, took place a decade after Ribca Pinto's marriage. Sara Dovale and her younger sister were joint owners of two plantations, around one hundred enslaved people, and a house in *Jodensavanne* since the death of their father Abraham Dovale (1745) and their mother Ribca Cohen Nassy (1748).[34] While the orphaned children lived with their maternal grandmother Ester Cohen Nassy (née De la Parra), she was not their legal guardian. Instead, almost immediately after their mother Ribca's death, a conflict broke out over their guardianship between their maternal uncle Joseph de Semuel Cohen Nassy, instituted in Ribca's will, and Joseph de Meza, who had been named in an older will when Abraham was alive.[35] This conflict dragged on for years and was even taken to The Hague to be decided on by the States General (which as the sovereign authority over the West Indian colonies offered the option of *revisie* for colonists wishing to appeal a case),[36] and was joined in 1751 by a second dispute, this time over who was to marry fourteen-year-old heiress Sara Dovale: Samuel, a young man of the De la Parra family, or David de Jacob Cohen Nassy, a distant cousin who worked as the director of the Dovales' plantation Mamre Poreah.

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[31] NL-HaNA, Raad van Politie Suriname, 1.05.10.02, inv.no. 313, scan 313-353.

[32] NL-HaNa 1.05.11.16 Doop-, Trouw- en Begraafboeken (DTB) van Suriname, inv.no. 7, scan 34. The Ketuba can be found at NL-HaNa 1.05.11.18 Nederlandse Portugees-Israëlitische Gemeente in Suriname, inv.no. 408, #20, scan 214. For a transcription of all marriage data from the ketubas up to 1750, see Hilfman (1909).

[33] In this article, I follow the Dutch spelling "Dovale" as used in the original source documents.

[34] Both plantations, *Mamre Poreah* and *Klein Jalousie,* were appraised in 1745 following the death of Abraham Dovale, and again in 1749. Records of these appraisals can be found in Suriname's notarial archives: Nationaal Archief, Den Haag, Digitaal Duplicaat: Suriname: Oud Notarieel Archief, access number 1.05.11.14, inv.no. 180, folio 226, 240; inv.no. 186, folio 127, 138.

[35] In 1743, when the older will was composed, the Dovales had been estranged from Joseph Cohen Nassy over his refusal to bury their infant son in the family grave, and he had been explicitly excluded from forming any ties to the Dovale children in the will. By 1746, however, Ribca seems to have made amends with her brother, because she nominated him as the exclusive executor over her estate and guardian over her children.

[36] Nationaal Archief, Den Haag, Staten-Generaal 1576-1796, access no. 1.01.02 inv.no. 9504. In practice, the States General usually delegated West Indian appeals cases to the High Court (*Hoge Raad*) of Holland.

The De la Parras had been in talks with Sara's grandmother Ester, to whom they were related, about a possible engagement between Sara and Samuel since 1749, but had been told to await the outcome of the dispute over the guardianship. When, in 1751, Sara became engaged to David, and the pair moved to register their planned nuptials with the colonial authorities, the De la Parras started a procedure to block this marriage.[37] Various relatives and community members got involved, and once again, various allegations of coercion, deceit, and mercenary interests were made on both sides.[38] Following several petitions to the Governing Council, the latter decided to question Sara herself in court. Sara's testimony was somewhat ambiguous: she related how, during a visit to her aunt, neighbors had come up to her to advise her to marry Samuel de la Parra and to express concerns about rumors that her grandmother was pressuring her to marry David Cohen Nassy. Sara denied being mistreated by her grandmother, but conceded that the latter wished for her to marry Nassy, "which she was willing to do, [as] she liked Nassy well enough." When pressed by the court about whom she would choose "if she had no grandmother, uncles, or aunts, and could freely follow her own desires," she answered it would be De la Parra.[39]

The conflict dragged on, and escalated in early 1752. In January, the Governing Council decided, in anticipation of a final verdict, to mandate that Sara temporarily leave her grandmother's house and stay with a designated neutral party, the *Haham* Abraham Ledesma, where both suitors would be permitted to visit her. Sara Dovale did not accept this situation: she issued a complaint to the court (using the services of her family's lawyer) and removed herself from Ledesma's home several times, finally getting on a boat with David Cohen Nassy towards the plantation she co-owned and which Nassy oversaw, Mamre Poreah, where she spent several days with him. A scandalized Governing Council ordered an investigation into her whereabouts and, unable to find her, resorted to the extraordinary measure of threatening to shut down the Synagogues in Paramaribo and Jodensavanne until her return. This prompted Sara to return to her grandmother's house, where she was apprehended by the authorities and placed under house arrest at the Ledesma household. From here, Sara again

[37] NL-HaNA, Raad van Politie Suriname, 1.05.10.02, inv.no 349, Petitions 1751, folio 144.

[38] The allegations culminated in an infamous document entitled "Remarques," in which Ester de Samuel Cohen Nassy and her son Joseph de Samuel Cohen Nassy accused various individuals, but especially Jacob Henriques de Barrios, son of Isaac Carilho, of conspiring against their family in the guardianship and marriage cases. Because of the politically explosive implications of this document—De Barrios and Carilho were tied to a series of larger conflicts involving the Mahamad as well as Governor Mauritius and the *cabale* opposing him—it caused outrage among the colonial government, resulting in criminal prosecutions against Ester, Joseph, and their attorney in 1752, with the former two even facing potential banishment. NL-HaNA, Sociëteit van Suriname, 1.05.03, inv.no. 289, folios 60, 70, 103, 109.

[39] NL-HaNA, Raad van Politie Suriname, 1.05.10.02, inv.no. 47, Council Minutes 16 February 1751, scan 30-31.

issued a written petition to the court (as did her grandmother and David Cohen Nassy) in which she complained of the Ledesmas' treatment of her, lamenting that her enslaved servants were not permitted to tend to her and that Ledesma was no longer allowing Nassy, whom she now described as her "lawful groom," into his home to visit her.[40]

The *fiscaal*, meanwhile, started a criminal proceeding against Sara Dovale for defying the court's orders and recommended lifelong banishment from the colony. This did not come to pass, although she was sentenced to a fine of one thousand guilders.[41] Once it became clear that it had been David Cohen Nassy who had transported her, he too faced criminal charges and was placed under house arrest. In attempt to defend himself, Nassy issued a statement in which he painted himself as a dutiful fiancé and plantation director, and Sara as a benevolent mistress. He claimed that several of Mamre Poreah's enslaved residents had sought Sara out in an attempt to preserve order, because considerable uncertainty had arisen as a result of the court cases surrounding her and her property, and that she had asked Nassy as her director to accompany her to the plantation so they could offer reassurances. While it is not implausible that the enslaved men and women tied to the Dovale estate would indeed have been concerned about the outcome of the proceedings, as changes in ownership and the financial status of plantations could have very real implications for the lives of those who worked on them, such as being sold and separated from family members, the court did not accept Nassy's explanation. He was charged with *raptus virginis*—the kidnapping of a virgin—which could potentially entail corporal or even capital punishment, although he got off with a fine, a temporary detainment at the fort, and the obligation to beg the court for forgiveness. During these proceedings, Sara was once again brought in for questioning about her preference in the marital case, but this time she was unequivocal, claiming she only wished to marry David Cohen Nassy.[42]

The De la Parras, in the meantime, had turned to the Court again to air their own grievances, with both the Cohen Nassys and the community's religious leadership. A petition from February 18, 1752, issued by Samuel de la Parra and his father, detailed how David Cohen Nassy had publicly proclaimed that Sara was already his wife, and that Sara's uncle and guardian Joseph had affirmed this in front of the *Mahamad*: David had performed the ritual of "*kedusim*" (*kiddushin*) with Sara by giving her a ring to formalize their betrothal,

[40] NL-HaNA, Raad van Politie Suriname, 1.05.10.02, inv.no. 49, Council Minutes 25 January 1752, scan 153; Council Minutes 2 February 1752, scan 163; inv.no 543, Petition Sara Dovale, 15 February 1752, folio 181.

[41] NL-HaNA, Raad van Politie Suriname, 1.05.10.02.

[42] NL-HaNA, Raad van Politie Suriname, 1.05.10.02, inv.no. 802, Criminal proceedings, folios 36-50; inv.no. 353, folios 183-194; inv.no. 49, Council minutes 17, 20, 23, 24 and 27 of March, scan 245-265.

meaning that according to Jewish religious law, no other man could marry her without risking censure by the *Mahamad*, unless David repudiated her. The De la Parras had protested to the *Mahamad* that the clandestine manner in which this ritual had been conducted went against their communal norms as well as secular ordinances, but the regents had declined to investigate the matter further. As a result, the De la Parras asked the court to order the Jewish regents to investigate the validity of the solemnization and report back to the secular authorities.[43] It was not unheard of for the *Mahamad* to take action against clandestine *kiddushin*. The *Askamoth* of 1748 set a punishment of excommunication (*herem*) and a fine of 500 guilders for *kedusim* without consent from parents or guardians ("*maiores & tutores*"), but considering Ribca's guardian and grandmother's vocal support for the engagement to Nassy, it is unsurprising the regents did not take action.[44] Indeed, the De la Parras' efforts to delegitimize the union was ultimately in vain: in 1753, after receiving final permission from the Governor, Sara Dovales married David de Jacob Cohen Nassy.[45]

It may be tempting to read in these cases a clash between a "Jewish" and a "Christian" conception of marriage, with the former primarily viewing matrimony as an agreement between families rather than individuals and the latter, embodied in the Governing Council's inquiries into Sara Dovales' individual desires, emphasizing the bride and groom's mutual consent, but this view needs to be somewhat nuanced: Dutch marriage law was just as concerned with the approval of young brides' and grooms' families as Jewish communal by-laws were, just as Jewish litigants were eager to point to coercion of young brides as an invalidating factor in a betrothal. Notably, moreover, in a case where a young bride clearly and decisively exercised her agency, as Sara Dovale did in running away to her plantation with her fiancé, she was penalized not by family members or the *Mahamad*, but by the colonial government. The different authority structures that governed marriage in the Portuguese-Jewish community were neither wholly adversarial nor neatly aligned, but instead were deployed strategically in different ways by individual actors.

[43] NL-HaNA, Raad van Politie Suriname, 1.05.10.02, inv.no. 543, Petition 18 February 1752, folio 153.

[44] NL-HaNA, Nederlands-Portugees Israëlitische Gemeente Suriname, 1.05.11.18, inv.no. 99, folio 18. The penalty was later reduced to a fine of fl.250, without excommunication: inv.no 113, Askamoth 1787, folio 97. These penalties match regulations against clandestine *kiddushin* elsewhere in the western Sephardic diaspora (Kaplan 1994).

[45] NL-HaNA, Sociëteit van Suriname, 1.05.03, inv.no. 182, Resolution March 1753, scan 158.

Conclusion

Jewish women in eighteenth-century Suriname occupied a paradoxical position. On the one hand, they were excluded from holding office in any colonial or communal institutions and for much of their lives had no legal capacity or independent control over their fortune. At the same time, on the other hand, women played central roles in the social and economic life of the *Nação* as slaveholders, creditors, informal authority figures, and key players in the marital ties that were so essential in consolidating property and forging strategic bonds within the intricately connected Sephardic community of Suriname. Widows, who enjoyed the most economic and legal independence, were active users of a range of institutions to assert the rights they derived from communal privileges and defend their interests as well as that of their dependents. Young girls such as Ribca Pinto and Sara Dovales were more restricted in their agency, facing a combination of informal and formal constraints from various sources of authority, both inside and outside their community, while simultaneously occupying a position of considerable consequence for both the enslaved persons in their possession and the financial interests of their and their prospective grooms' families. The fraught question of their agency and choice in a marriage partner highlights the complex relationship between Jewish communal norms and authorities, Suriname's colonial government, and individual community members, who selectively appealed to either Dutch law or Jewish religious mandates depending on their strategic interests, as well as the blurry boundaries between familial and legal, formal and informal authority. Focusing on the engagement of Sephardic women with this dense institutional network thus not only shows that women played central roles in the management and perpetuation of Suriname's plantation complex despite not forming part of its institutional apparatus, but also offers deeper insight, through conflicts around marriage, engagement, and inheritance, into the actual functioning of the community that this institutional apparatus governed.

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