

Medieval Sourcebook:

Jews and Christians in Teruel: The Fuero of Teruel, 1176 CE

The Fuero of Teruel was an urban charter granted to the city of Teruel in 1176 by Alfonso II of Aragon. It and the roughly contemporary and very similar Fuero of Cuenca were much copied and thus had an impact far beyond the bounds of a single city.

The following is a small selection of the articles of the Fuero of Teruel dealing with Jews (themselves a small subset of the Fuero).

319: Of the public bath: Following this are provisions about the public bath. The [male] bathers may go to the communal bath on Tuesdays and Thursdays and Saturdays, according to the law. Women may go to the bath on Mondays and Wednesdays. Jews and Moors may go on Fridays, and on no other day by any means. . . . Moreover, if the Jews or Moors bath on some other day than Fridays, each of the bathers shall pay a fine of 30 sueldos to the judge and the *alcaldes* and the *almotacaf* by thirds with the plaintiff, if it should be proven according to law. Moreover, if a man enters the bath or any bath house on the women's days, he shall pay a fine of 30 sueldos, if it should be proven. If not, he shall swear that he was accused falsely and be believed. Moreover, if a woman enter on the men's days, as was said, she shall pay 30 sueldos [as was specified above]. . .

539: Of cases between Christians and Jews: Also, we order that if a Christian and a Jew shall come to court over some matter, they shall appoint two citizens as judges, of whom one should be a Christian and the other a Jew, as the law orders. And if it should happen that their judgment does not please either of the two disputants, it shall be appealed to four judges who are citizens of Teruel, of whom two shall be Christians and the other two shall be Jews, and the case shall finish with those four judges, according to the law. Whoever shall appeal [the judgment of] these four judges should know that he will lose the case, as the law states. These judges shall examine and shall judge them only in accord with that which the Fuero orders in Teruel.

552: Of court cases between Jews and Christians: Court cases between Jews and Christians shall take place at the gate of the *Alcaceria* [market, containing stores belonging to the king and rented by Jewish merchants] and not in front of the synagogue. The hour of the court hearing shall be after the morning mass is said in the Church of Santa Maria until the third [hour]. When the third [hour] has sounded, the court will be closed. And whoever does not wish to come to judgment shall lose his case.

555: Of agreements between Christians and Jews: Moreover, any agreement made by a Christian and a Jew before witnesses shall be established and secure, except agreements about interest. For interest may not increase [the debt] to more than twice [the principal] in a year. According to this ratio, the Jew may demand a month's interest, or any other period, whether short or long, during which the money is loaned at interest. Once the loan has doubled, it may earn no more interest.

561: Of when there may be lawsuits between a Christian and a Jew: When the Christians want to have lawsuits, and the Jews likewise, they shall have them according to the law of Teruel, except for the Sabbath and their festivals, according to the law.

562: That in Teruel, only a Jew and a Christian [together] can testify against a Jew: However, it should be known that in Teruel, only a Jewish and a Christian citizen who are in this city can testify against a Jew. Moreover, only a Jewish and a Christian citizen can testify against a Christian citizen, as was stated above. But the witnesses for the Jew and the Christian need not respond to challenge [to judicial combat] in any way.

Source.

© Translated here by Elka Klein from *El Fuero de Teruel*, ed. Max Gorosch (Stockholm, 1950).

This text is part of the [Internet Medieval Source Book](#). The Sourcebook is a collection of public domain and copy-permitted texts related to medieval and Byzantine history.

Unless otherwise indicated the specific electronic form of the document is copyright. Permission is granted for electronic copying, distribution in print form for educational purposes and personal use. If you do reduplicate the document, indicate the source. No permission is granted for commercial use.

© Paul Halsall, September 1999
halsall@fordham.edu