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Deborah Lyons
Raymond Westbrook

Women and Property in Persian Egypt and Mesopotamia

Annalisa Azzoni
Vanderbilt University

The second half of the Sixth Century BCE saw an impressive and unprecedented change in the political map of the Ancient Near East. The Persian Cyrus the Great and then his successor Cambyses swept over powerful countries such as Assyria, Babylon, Elam and Egypt and managed to subjugate them under their rule.[1] Reorganized by Darius the First, the Persian Empire extended from the northern Indus Valley to central Asia, to the western Mediterranean, to North Africa, and down to the First Cataract of the Nile and the Persian Gulf. This massive imperial machine survived, only with brief localized interruptions, until around 330 BCE, when the conquests of Alexander the Great overthrew it.

When studying the history of the Persian Empire scholars have to face the nature of its sources, which are linguistically varied and unevenly distributed.[2] As Stolper clearly observed, "the history of the Achaemenid Empire is a reflected image assembled from episodes in the histories of its subjects and its adversaries."[3] One therefore has to examine documents of different types and in different languages, in order to achieve the arduous task of understanding it. As for sources containing information with regard to women, numerous publications in recent years have drawn the attention on women's history within the various fields of study,[4] but no attempt has been made to analyze the Persian period as a separate time frame, or to examine the material cross-culturally in the different languages.

In this essay I will attempt to bridge this gap at least for what concerns women's ability to own and alienate property, by comparing data from different traditions. I will begin this study by examining the Aramaic documents from Egypt. These texts, the

[1] Persian domination of Egypt lasted from 525 BCE to 332 BCE, with an interruption between ca. 402 BCE and 343 BCE (Dynasties XXVIII-XXX). As for Mesopotamia, in 539 BCE Cyrus created the satrapy of Babylonia and "Across-the-River," which included Babylonia, "the rest of all Assyria," and the Syro-Palestinian area. In 486 BCE the satrapy was divided in two. Herodotus (*Histories* III.91-2) cites the Babylonia and Assyria as the Ninth satrapy, and "Across the River " as the fifth. Cf. Stolper 1989: 229. Persian rule over Mesopotamia was officially ended when Alexander the Great entered Babylon in 331 BCE.

[2] Aside from royal inscriptions, its history is documented through official and private letters, administrative documents, private business archives and legal documents in various local languages: Elamite, Akkadian, Aramaic, Egyptian, Greek, and other local languages. For discussions on this and related issues, see Briant 1987: 1-31; Dandamaev-Lukonin 1989: 97ff; Sancisi-Weerdenburg 1990: 263-74; Briant 1996: 17ff.

[3] Stolper 1985:1.

[4] Brosius 1986; Menu 1989: 193-205; Kuhrt 1989: 215-39; Roth 1989: 245-64; Johnson 1996: 175-86.

majority of which are dated to the Persian Empire, constitute a unique source of information for its historical reconstruction.[5] Even though, in many cases, fragmentary and difficult to interpret, they are in the unique position of documenting the life of Semitic populations in Egypt and their interaction with other ethnic groups during the Persian domination of Egypt. The majority of the texts come from the island of Elephantine, and portray a vivid picture of the life on its ethnically varied society. Furthermore, as I will demonstrate below, these texts yield some unique features with regard to women and their ability to own and alienate property.

The appearance of Aramaic documents from Egypt in Europe dates back to the last century, around 1815. They were acquired by various travellers and made their way into museums and private collections throughout the following ninety years. It was in the last ten years of the nineteenth century and the first ten years of the twentieth that most of the finds made their way, through purchases and excavations, to the museums in Berlin, Brooklyn, Cairo, London, and other cities. Unfortunately, the fact that the papyri were either purchased or, even if excavated, lacked records of their archaeological context, deprives us of very important information.

This material extends from the seventh to the third century BCE, and embraces both private and official documents. Thus, alongside the Aramaic version of Darius' narration of his military exploits, which resulted in his reunification of the empire under his rule, we have records of private, even very personal matters of "common" people.

Elephantine is an island on the Nile situated just below the first cataract, facing the fluvial harbor of Assuan. Its strategic importance throughout Egyptian history was due to its location at the southern border of Egypt, since control of it meant security for the trades in precious raw materials from Nubia and the South. In fact, the island owes its name to the ivory trade: Elephantine derives from the Greek translation of the Egyptian word for "ivory": *yb*, also reflected also in its Aramaic name.

The Aramaic documents from this site show a remarkably integrated community of Jewish and Aramean soldiers who kept some level of cultural identity. Generally speaking, we can say that Arameans were located in Assuan, while Jews were located in Elephantine, although the picture is actually much more complex, considering that we also have "Jews of Assuan" and "Arameans of Elephantine," and that the same person could be called alternatively "Jew" or "Aramean" in different documents.

Within this corpus, I will examine in particular the private documents belonging to two family archives, which are generally named after their owners, Miptahiah and Ananiah.[6] In these legal papyri we find information pertaining to the lives of three women of different economic background, ethnicity and legal status: a wealthy Jewish woman, Miptahiah,[7] an Egyptian slave, Tamut,[8] and Tamut's manumitted daughter,

[5] Yaron 1961; Verger 1965; Cowley 1967; Porten 1968; Muffs 1969; Porten-Greenfield 1974; Grelot 1976; Porten-Yardeni 1986-1999. This paper will refer to this last publication, abbreviated as *TAD*, for the identification of the Aramaic documents.

[6] Respectively TAD B2.1-11; TAD B3.1-13.

[7] Her documents cover a period from 459 BCE to 410 BCE (at this time she is reported to have died, and a document is drawn up to divide her slaves between her sons).

[8] Her documents cover a period from 449 BCE to 402 BCE.

Yehoyishma.[9] All three women owned property, as we know from their documents "of wifehood"[10] as well as from other contracts belonging to them.

The history of the Persian domination of Egypt is also revealed through local Egyptian, mainly Demotic, sources. Historians have generally stressed the conservative aspect of the Egyptian culture and society, scarcely affected by external influences. Although this is by and large an accurate assessment, recently Johnson has pointed out that some changes did take place in Egyptian civilization at the end of the Saïte into the Persian period, due to an increased contact with foreign peoples.[11] In this paper I will consider these changes, in particular when they are relevant to the subject at hand and in connection with the other *corpora*.

Similarly, until recently it was commonly accepted that the two centuries of Persian rule did not alter the law, economy, or social institutions of the "satrapy of Babylonia," as no dramatic interruption of their functions can be detected. [12] However, in recent years, various scholars have underlined changes in the legal and economic structures of the country, particularly in the administrative system, the tax policy and the distribution of land.[13] I will therefore include the relevant Akkadian sources, particularly the ones dated to the Persian period.

Among the sources to be considered, marriage documents are the ones from which we can gather most information about women and their property, as, generally speaking, matrimonial property constitutes an important part of a woman's assets. I will analyze what was included as matrimonial property, as well as the extent of women's capacity to own and alienate it. I will further examine the evidence for women's property not included within their matrimonial assets, and the possible reasons for its exclusion.

With regard to marriage contracts, their presence among ancient Near Eastern sources is not evenly distributed. The mere drawing up of the contract, that is, a record of the legal and economic aspects of this institution, is in itself an important factor, since it does not appear to have always constituted a necessary condition for the completion of marriage. While Mesopotamia has yielded a wealth of documents of this kind, in Egypt they are almost absent for most of the Pharaonic period. This has led people to believe that the marriage agreement was an unwritten custom,[14] or, at least, that the so-called "marriage contracts" were not a requirement for the establishment of marriage.[15] The evidence for written documents in Egypt starts from the ninth century,[16] only to increase exponentially in the following centuries so that in the Ptolemaic period they are quite abundant.

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[9] She is first mentioned in one of her mother's documents in 434 BCE, and her last document is also dated to 402 BCE.

[10] In Aramaic *spr `ntw*. Miptahiah: TAD B.2.6; Tamut: TAD B3.3; Yehoyishma: TAD B3.8.

[11] Johnson 1994: 149ff.

[12] Briant 1987: 1.

[13] Kuhrt 1987: 238f; Dandamaev: 1994: 229-34; van Driel 1987: 159-64.

[14] Robins 1993: 60.

[15] Johnson 1996: 180.

[16] The situation is complicated by the fact that there are two types of documents drawn up in connection with marriage: the "document of a wife" and "annuity contract." Only the first type will be considered here.

In contrast to Egypt, marriage contracts are abundant in Mesopotamia as early as the Old Babylonian period. Not only that, but it is possible that some form of binding agreement was necessary to the validity of the marriage, if we take at face value of the Laws of Hammurabi, which in paragraph §128 state that:

"If a man takes a wife but does not draw up a contract for her, that woman is not a wife"

Against Koschaker's[17] argument that this statement shows that a written contract is an essential condition for a valid marriage in the Old Babylonian period, Greengus[18] has emphasized that it could refer to a general term for contract, written or oral. In either case, this evidence clearly demonstrates the presence of customary regulations for marriage law. With regard to the Neo-Babylonian and Persian period, Roth[19] claims that there is no evidence that a written agreement was a *condicio sine qua non* for marriage. In particular, she observes that there are no marriage documents for the women in the famously wealthy Egibi family, even though there is evidence of transfers of dowry for nine of them.[20] Furthermore, Roth raises the possibility that the writing of marriage documents occurred only in atypical situations,[21] and that the reasons for committing these agreements to writing may have been unique for each document.[22]

This might be applicable also to the Aramaic documents, as the circumstances of the three documents of wifehood are somewhat unusual: in TAD B2.6 the bride is possibly entering upon her second marriage, or at least has been in a state of inchoate marriage with another man; in TAD B3.3 the bride is a slave and has already born children to the husband;[23] in TAD B3.8 the bride is a manumitted slave, and her guardian is the son of her former owner.

If it is conceivable therefore that marriage contracts at this time were drawn up to clarify the rights and duties of the parties with regard to this institution, it is not surprising that all the documents record lists of different types of property and as well as the relative stipulations. For whose benefit was the document drawn up? In Mesopotamia the parties to the contract are generally the groom and the bride's father or legal guardian. The same is true in Egypt, at least until the middle of the sixth century BCE, when a change takes place: in all the extant marriage contracts after 537 BCE, the groom addresses the bride directly instead of her father or legal guardian.[24] According to Johnson "it has been suggested that the switch from father to bride was the result of the influence of the Aramaic law [...] but there is no clear evidence for Aramaic influence."[25]

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[17] Koschaker 1917: 111-13.
[18] Greengus 1969: 513, followed by Westbrook 1988: 29.
[19] Roth 1989: 24-8. This paper will refer to this publication, abbreviated as *BMA*, for the identification of the Neo Babylonian documents.
[20] *Ibid*., 26. See also Roth 1991: 19-37.
[21] Roth 1989: 26.
[22] *Ibid.,* 28.
[23] It is very likely that the document was drawn up on the occasion of the birth of the son, in order to clarify the rights of the child's father with regard to the owner of the bride.
[24] Johnson 1994: 156.
[25] *Ibid*.

Johnson correctly points out that there could not be Aramaic influence in the switch from father to bride, since the bride was not directly addressed in the Aramaic documents from Elephantine. However, although in Elephantine the transaction is between the groom and the wife's guardian, and in none of our texts does the groom address the woman herself, but the endorsements, when available, read "document of wifehood which PN son PN wrote for FN."[26] This shows that even though the woman involved was not a party in the contract, the document was actually recorded for her benefit and belonged to her.[27]

Among the Neo-Babylonian documents, of forty-five marriage contracts, six are in the objective, third person narrative style, where the groom is reported to have taken a wife, while the wife's guardian is not mentioned.[28] Most are in dialogue form, where the groom addresses the wife's guardian (father, mother, or brother).[29] In three cases,[30] however, the groom addresses the bride directly. Although not commonly attested, it was therefore conceivable at this stage for a woman in a *sui iuris* position to be an active party to her marriage contract. In consideration of all these examples, it is possible to stress that a gradual shift of focus towards the woman is attested in all the material examined.

Matrimonial Property

The Elephantine archives contain three documents of wifehood,[31] one for each of the women we have mentioned. In consideration of the fact that prior to her marriage a woman was under her father's authority, it is with her document of wifehood that we can begin to consider a woman in relation to her property. Marital property in the Aramaic documents consists of two elements: the brideprice (*mohar*) and the dowry.[32]

a) Brideprice (*mohar*)

The *mohar* is attested in only two of the texts,[33] where the groom addresses the the guardian of the bride, with the following formulae, showing very little variation:

<u>*TAD* B2.6:4-5</u>

"I gave to you the *mohar* for your daughter Miptahiah 5 sheqels [of silver] by the stones of the kin[g]"

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[26] In *TAD* B2.6. PN = Masculine personal name. FN = Feminine personal name.

[27] In my opinion, the uttering of the *verba solemnia*, i.e., the declaration "she is my wife and I am her husband for this day and forever," completes the transition from bride to wife. After this, the wife is an active party, whose rights and duties are detailed in the document. Therefore there is no reason for the guardian to appear in the endorsement, which is written after the transition has taken place.

[28] Roth 1989: 3.

[29] *Ibid*., 6.

[30] *BMA* 2, *BMA* 25, *BMA* 29.

[31] Although the evidence points to the possibility of a first marriage of Miptahiah with a Yezaniah son of Uriah, we do not have the first document of wifehood.

[32] We do not know what word designated the dowry in the Aramaic of this period. The later Mishnaic word *neduniah* is clearly related to the Neo-Babylonian *nudunnû* but we cannot assume that this was the word used by the people who wrote our texts.

[33] TAD B2.6: 4-5 and TAD B3.8:4-5. For the absence of the *mohar* in TAD B3.3, see the discussion below, p. 6.

TAD B3.8: 4-5

"And I gave to you the *mohar* for your sister Yehoyishma, [1 karsh] of silver"

This expression has generated the assumption that the *mohar* is the sum paid by the groom to acquire authority over the bride, with the implication that the bride's guardian would be its owner. However, as already noted by Yaron,[34] Geller,[35] and others, in our two texts, it was clearly added to the bride's dowry and therefore returned into the house of the groom together with it. Even though the bride brought it to the groom's house, it does not appear that he could dispose of it unconditionally, since he would have to restore it to her in case of dissolution of marriage. The fact that the *mohar* becomes part of the bride's assets, which she will be able to take away in case of divorce, seems to support the idea of the *mohar* as actually belonging to the bride. In support of this possibility, it can be pointed out that is never stated in the texts that the *mohar* should be returned to her guardian: the wife would take it away with her in case of divorce, but she did not have to return it to the guardian.[36]

As for the fact that only two documents out of three mention the *mohar*, this is not surprising. The document of wifehood lacking this particular feature is the one belonging to Tamut, the slave bride.[37] The reason why it was not considered necessary in this contract can be attributed to the particular legal status of the woman,[38] as Yaron has already suggested.[39] This situation is, however, complicated by the presence of an addition to the contract, where it is stated:

TAD B3.3: 16

"Tamut brought in to Anani in her hand 1 karsh 5 sheqels of silver"

This amount exceeds of the value of the dowry recorded in the body of the document, by seven sheqels and 32 1/2 hallurs. Ginsberg[40] proposes the possibility that the *mohar*, although not registered, amounted to seven sheqels and two quarters, based on

[34] Yaron 1961: 48.
[35] Geller 1978: 228.
[36] In TAD B2.6: 24f, 28f it is stated that she "will go away wherever she desires." In TAD B3.8 the situation is a little more complicated: in the case of the husband initiating the divorce, the text is fragmentary (line 24), although a reconstruction "wherever she pleases' has been plausibly proposed by Porten and Yardeni; in the case of the wife initiating the divorce, she would go back to the house of her father (line 28). It essential in this regard to point out that Yehoyishma's father was not her guardian, i.e. he was not the one who had given her the *mohar*, thus clearly supporting the possibility that it had in fact become part of the bride's assets. In the case of TAD B3.3, we are not told where the bride would go in the case of divorce, but one might suspect that she would go back to her master's house, since at the time she was still a slave.
[37] *TAD* B3.3.
[38] However, one must underline the fact that, as I will discuss below, she could own joint property with her husband (TAD B3.3: 11-13).
[39] Yaron 1961: 48.
[40] Ginsberg 1954: 156.

the divorce clause. He considers, in fact, the divorce money (7 sheqels and 2 quarters) as corresponding to the original *mohar,* given the parallel with the divorce formula in *TAD* B2.6, where the groom has to forfeit the *mohar*. He concludes that should the groom initiate the divorce, he will have to pay his wife the original *mohar*. He bases his argument on the fact that the *mohar*, as has been pointed out, seems to be given to the bride as part of the dowry in *TAD* B2.6 ad *TAD* B3.8. Furthermore, he mentions the endorsement (*TAD* B3.3: 16), where the recorded sum exceeds the amount mentioned in the body of the document as her dowry, that is seven sheqels 7 1/2 hallurs.

In his view, the excess amount is a "sufficiently close approximation" to the divorce money mentioned in the body of the document.[41] Yaron[42] expresses doubts on this interpretation, particularly in view of *TAD* B3.8, where it is stated that if the groom initiates the divorce, the divorce money will be "on his head" and she will take back her dowry. In this case the dowry is itemized and the sum of money appears to include the *mohar*. As for the endorsement in *TAD* B3.3, Yaron simply states that "the amount exceeds by more than 7 1/2 sheqels the amount given [...] as the value of Tamut's dowry."[43]

A problem then remains as regards the nature of the excess amount mentioned in the endorsement, which is not accounted for anywhere else in the document. If the husband had not paid the *mohar* but a virginity price, it would be unlikely that the master should have to return it. It is clearly a last minute decision (not at all unique in this document), but its implications remain obscure. It hardly seems possible that the scribe could have simply forgotten to record the payment of the *mohar*; rather, its omission seems deliberate. Furthermore, if the reason behind the endorsement was the realization by the parties that Tamut was bringing more money than recorded in the document and the excess amount had come from the *mohar*, there would have been no reason not to record that too.

Yaron also makes the valid point that the amount of the divorce money appears to have been at this period a sum fixed by custom, given that it is reported as being constant, even though the *mohar* is different.[44] In the Neo-Babylonian documents the divorce money appears also to be a customary fixed amount of silver.[45]

Another consideration in support of Yaron's theory is the fact that in *TAD* B2.6 the *mohar* amounted to five sheqels, while in *TAD* B3.8 its sum was twice as much (1 karsh).[46] This would place *TAD* B3.3 midway between them in value, and it would be surprising that a higher *mohar* would be paid for a slave than for a free woman. If this is true, we must account for the difference in the amount between *TAD* B2.6 and *TAD* B2.8,

[41] Ginsberg 1954: 157. In his view it does not matter whether we count ten hallurs (according to Kraeling 1953: 39) or forty hallurs (according to Cowley 1957: xxx-xxi) to the sheqel.
[42] Yaron 1961: 57.
[43] *Ibid*.
[44] Yaron 1961: 58.
[45] Roth 1989: 13.
[46] The sum in this case is reconstructed, but it seems likely, given that the *kaph* is legible and there does not appear room for more than one vertical stroke.

which could be due to the fact that Yehoyishma was probably still a virgin,[47] while Miptahiah was probably a widow.[48]

As for the Egyptian sources, they also record a variable sum,[49] the so-called "gift of the woman" paid by the groom, originally to the bride's guardian and later to the wife herself. As well as the *mohar,* the "gift of the woman" has the purpose of severing "the legal link, as it were the *potestas*, between the bride and her father and confers it upon the husband."[50] The similarity with the *mohar* is even more striking if one considers that the "gift of the woman" is returned to the wife upon divorce.[51]

The similarities between the Demotic "gift of the woman" and the Aramaic *moha*r appear evident: although given to the father or guardian of the bride, they both become part of the bride's marital property, which she can take away (and not return to the father/guardian) in case of divorce.

In the Neo-Babylonian marriage agreements there is no mention of the traditional brideprice[52] and, out of the forty-five contracts studied in Roth's publication,[53] only two (*BMA* 34 and *BMA* 35) mention a sum[54] "in consideration of the *biblu*"[55] of the bride"[56] given by the groom to the bride's guardian and one (*BMA* 4) records that the groom had given to the bride's mother of a slave and 1 1/2 mina of silver "in consideration of her."[57]

As Roth points out with regard to the *BMA* 34 and *BMA* 35, it is possible that these documents do not reflect the Neo-Babylonian but a foreign tradition, in view of the fact that the documents, from Susa, date to the late Achaemenid period and that most of the personal names are Egyptian.[58] If this is true, they are more interesting for our purpose since they may share elements with our documents. In particular *BMA* 34 shows that the amount of the *biblu* coincides with the amount given as a dowry (1 1/2 minas of silver). Roth advances the possibility that the payment of the *biblu* may have been fictitious,[59] but there is no evidence that this was the case. Unfortunately, *BMA* 35 is

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[47] This appears to be her first marriage.
[48] See above, note 11.
[49] A variable amount of silver *deben* and occasionally an amount of *artabas* of corn.
[50] Smith 1995: 50.
[51] Martin 1995: 64.
[52] For a discussion of this feature, see Westbrook 1988: 59f, 99f.
[53] Roth 1989.
[54] 1 2/3 minas of refined silver in *BMA* 34. The number in *BMA* 35 is only partially preserved: the readable part is only 1/3 of mina of refined silver.
[55] For this other type of marital gift in Old Babylonian sources, see Westbrook 1988: 101f.
[56] In her discussion of the documents in Roth translates "in consideration of the *biblu* (for) FN" while in the actual translation of the documents she writes "in consideration of the biblu of FN" (Roth 1989: 12, 110, 113).The expression *ana kûm* does not have the meaning of "in consideration of" but rather the meaning "instead of" (*Chicago Assyrian Dictionary,* K, 530). Furthermore the Old Babylonian word *biblum* (cf. Westbrook 1988: 103-104) is used instead of *terhatum*. The use of the word *biblu* can be explained, in my view, by taking in consideration the Egypytian context: the scribe, aware that this provision was unusual (the fact that the gift was given is probably influenced by the Egyptian '*gift of the woman*') used a word different from *terhatum*, but still in the range of meanings of marital gifts.
[57] Roth 1989: 12.
[58] *Ibid*., 11. As for *BMA* 4, the names are Akkadian, the date is earlier (592 BCE) and the provenance is Babylon.
[59] *Ibid.*, 12.

damaged and we do not know whether the dowry corresponds to the *biblu* also in that case.

Thus, although the Neo-Babylonian practice did not include a brideprice, its presence in these three documents, two of which might have been influence of foreign tradition, is nonetheless notable. In fact, it points to a pluralistic aspect of the legal tradition in Babylonia under the Achaemenids, and that factors such as ethnicity might have had an impact on the legal sphere, thus being a determining factor with regard to women's marital property.

b) Dowry

All three Aramaic documents record in detail the dowry brought by the wife into the husband's house.[60]

Regarding the monetary value of the dowries presented, Miptahiah's dowry is estimated as worth six karsh, five sheqels, twenty hallurs, two quarters, while the total of Yehoyishma's belongings is calculated to be seven karsh, eight sheqels, five hallurs. The fact that Yehoyishma's dowry is worth more may be evidence to support the possibility that she was a virgin, while Miptahiah, although very wealthy, was probably entering her second marriage, and, as I will discuss below, may also have had more non-dowry property. For Tamut's dowry the value is estimated to be only seven sheqels and 7 1/2 hallurs, but one must take into account that she was still a slave.

A second issue regarding the dowry is whether it was considered as belonging to the wife or if it passed into the ownership of the husband once it entered his house. As pointed out by Yaron,[61] the language of the papyri seems to indicate a transfer of ownership, since the dowry is described as having been brought in "to him" or "into his house." Furthermore, in *TAD* B2.6 the husband acknowledges that "his heart was satisfied" with the goods which the bride has brought in, a phrase which generally indicates an actual receipt of money or goods.[62] Although a transfer of ownership is

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[60] One would expect the father to be the one giving it to the bride. However, the situation in our documents is more complex. For *TAD* B2.6, Yaron 1961: 51 speculates that in this case the dowry "may have been provided by the bride herself," basing his assumption on the fact that this was not Miptahiah's first marriage. The problem with this hypothesis is that there is no evidence to support it. In *TAD* B2.6 the phrasing is not different from the other texts and the expression "she brought in to me..." does not clarify who the donor actually is. By the same token, one could assume that all the dowries were provided by the brides themselves, since we are not told otherwise. However, we know that Mahseiah, Miptahiah's father, is the one who gives her away, and one would expect him to be the donor of the dowry. However, in some cases the documents records the name of the donor, and precisely when the donor renounces future claims to the dowry. This is the case in *TAD* B3.8, where the son of the former owner of Yehoyishma, Zakkur,[60] renounces the possibility of claiming it back by saying:

"These goods I gave to you in affection, now I want to reclaim them"

We may assume that where the clause is lacking, the bride's guardian could theoretically request that the dowry be given back to him, and this possibility would have been more likely in a case in which the guardian was not the father, hence the presence of the clause in *TAD* B3.8. In *TAD* B3.3 the donor was the owner of the slave bride.

[61] Yaron 1961: 51.

[62] This phrase was used mainly but not only in sale documents as an acknowledgement of receipt. The person who pronounces will not be able to declare later that the transfer of money or property had not happened. Regarding the expression, its meanings and parallels, see Muffs 1969: 30-126; Westbrook 1991b: 219-24.

possible, Yaron's assumption that the money was handed to him "to be spent by him" [63] is quite difficult to accept, given the fact that the dowry had to be given back in the event of divorce, which in these texts, the wife could, at least theoretically, initiate, without cause, as well as her husband.

However, considering that the receipt clause appears only after the items for which a monetary value is assessed, it is possible that the husband could have given back the equivalent in value. Thus the husband would have gained possession and usufruct over the wife's property, but not ownership. In the event of his death, it would have to be restored to her. This possibility is supported by the presence of two documents, a quitclaim and a document in which a man declares to owe silver to a woman. In both cases a man has to give property and/or silver to a woman, and in both cases the woman's document of wifehood is mentioned in the contract. *TAD* B2.8,[64] belonging to Miptahiah, appears to be the record of a lawsuit of the heir of a husband against the widow, and in this case he has to withdraw from all the goods (silver, grain, clothing, bronze, iron). A similar case could be the background to a document, also from Elephantine, but not from our archives: in the very fragmentary *TAD* B4.6 a certain Menahem declares his debt of two silver sheqels (= 1 silver stater) to the woman Salluah.[65]

As previously mentioned, the possibility that the dowry was actually the woman's property is also supported by the fact that Aramaic dowry lists involve only movable property and in all likelihood all the items were very personal. All the lists follow a generally fixed scheme. The first to be listed is the silver *tekunah*, followed by the garments, the mirror, and bronze vessels, all of which are assigned a monetary value. Afterwards the household items of wood, stone, or papyrus reed are listed, without value, and finally oils.

The silver *tekunah* has been interpreted in various ways,[66] due to the fact that the etymology of the word is unclear,[67] but it seems generally accepted that that it should refer to a cash amount.[68] It precedes the list of clothing items, all carefully recorded by

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[63] Yaron 1961: 51.

[64] For a discussion of the document and its implications, see Azzoni 2000: 265-71.

[65] Yaron 1961: 43 considers this document to be a loan contract. However, there is no mention of a loan, while the money is stated to be "from part of the silver and the goods which (are written?) on your document of wifehood" (lines 4f). For this reason, I see three possible scenarios for this contract.

- Menahem was the man who gave her away in her document of wifehood, but he had not given her her complete dowry. Although possible, this scenario is never attested in our documents.
- Menahem was her ex-husband who had not completely returned her marital property to her after a divorce. Although this second possibility seems more appealing, considering that Menahem does not appear to be related to the woman, we must point out that a marriage between the two is not mentioned in the text. There is also the difficulty that, according to the marriage contracts, the husband is supposed to return the dowry "from straw to string in one day, at one time."
- Salluah's husband had died and Menahem was her husband's heir, who had to separate the dowry from the deceased husband's estate in order to give it back to her, and the 2 sheqels were still due. This scenario is the more likely, in my view.

[66] Cowley 1967: 46f translates it as "cost of furniture"; Kraeling, 1953: 209 prefers "substance."

[67] Greenberg in Muffs 1961: 51 proposes a derivation from the root *kwn* "to be ready, available" and the rabbinic "ready cash." For a complete analysis of the word, see Fitzmyer 1979: 255.

[68] Hoftijzer - Jongeling 1995: 1214. However, a suggestive parallel is offered by the use of this term in Biblical Hebrew. The word *tekunah* is attested in Nah. 2:10:
"Plunder silver! Plunder gold! There is no limit to the *tekunah*; it is a hoard of all precious objects."

type, measures and value. They include various types of garments, from the simplest "garment of wool" in *TAD* B3.3 to the eight different items listed in *TAD* B3.8. Only Tamut is given an unspecified type of woolen garment, which, unlike those of the other dowries, is not defined as "new." Nevertheless, its monetary value (7 silver sheqels) is the same as Miptahiah's new woolen garment and Yehoyishma's new fringed (?) garment.

The mirror is a remarkable item, since one would not expect it to be an essential item, but its presence testifies to the contrary. Tamut's mirror is not said to be made of bronze, as is the case for the others and its value of 7 1/2 silver hallurs is certainly less than those of the others, worth respectively one silver sheqel, two quarters (Miptaiah) and one silver sheqel (Yehoyishma).

While examining Tamut's list, one aspect is immediately apparent: all the items belong to the sphere of personal use and there are no household items. Although it is difficult to interpret the reason for their absence, several hypotheses may be ventured. The most likely is that, again, the fact that the woman was a slave did not allow her to own anything that was not strictly personal. Another possibility could have to do with the fact that the couple had already had a child, which is probably the reason why the document was actually drawn up. It is therefore possible that the two had already established a household together and that there was no reason to mention household items. This would also explain why in her dowry the garment is not "new."[69]

Regarding the *mohar*, I have already advanced the possibility of joint ownership of marital property. This seems even more likely in view of what follows. First of all we have the phrase in the renunciation clause in TAD B3.8, where the bride's guardian, declares that he shall not be able to say:

TAD B3.8: 41f

"These goods I gave to Yehoyishma in affection, now I want to reclaim them."

It appears clear that he has given the property to her and not to her husband. If that is the case, it looks as if the dowry was still considered as belonging to the wife. However, the receipt clause discussed above for TAD B2.6 is in apparent contradiction with it. Do we have to assume that the transfer of the dowry only occurred in Miptahiah's

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In this context, the word *tekunah* is generally understood to mean "arrangement, preparation, fixed place," but it does not fit well in this context. A better translation, "treasury, storehouse," is given in Targum Jonathan (ad loc.). Similarly, LXX translates this word as "jewelry." This interpretation of the word seems to fit better within the parallelism with "precious objects," which suggests that the silver and gold are worked, rather than raw. In Ez. 43:11 the expression "its *tekunah*" generally translated as "the plan of the temple and its arrangement," but a meaning "ornament" may be suggested also for this attestation. The term also occurs in Job 23:3, where it is understood as "dwelling place,"[68] but considering that the context "I will reach his (= God's) *tekunah*" is vague, a meaning treasury/jewelry cannot be ruled out. If this tentative interpretation of the word *tekunah* as jewelry is correct, then we are able to fill a puzzling gap in these dowries: they may in fact have included jewelry, as did the dowry lists from Mesopotamia and Egypt. Furthermore, the position of the *tekunah*, immediately before the items of clothing, would parallel the position of the jewelry in the other dowry lists.

[69] Another reason for assuming that this was the case is the fact that Anani, unlike the other grooms, does not mention that he went to Meshullam's house to ask for the bride.

case? This possibility seems unlikely. Furthermore, another clause in *TAD* B2.6 seems to contradict this assumption. In fact, we read there that the husband cannot alienate his own property from the wife without her consent.[70] A restriction such as this could not apply if we were dealing with a case of unconditional ownership by the husband. If the husband cannot alienate any of his own property without the wife's consent, this should be even more the case for property traditionally considered as belonging to the wife, that is, the dowry.

The possibility of a "community of goods" between the spouses with regard to matrimonial property could explain all the cases. It would account for the language of "receipt" used by the husband as well as the fact that the dowry appears strictly connected to the wife, as she will take it with her wherever she goes in the event that the marriage is dissolved. This hypothesis is considered and discarded by Yaron, who claims that "there is nothing to suggest the existence of any common property, to be divided up between the spouses in the event of the marriage being dissolved."[71] On the contrary, we do have a mention of joint property, and in the most unlikely case.

In *TAD* B3.3: 11-13 we find the expression:

"the goods which will be between Anani and Tamut / the goods which will be between Tamut and Anani"

Although the clause refers to the event of death of either spouse and not to divorce, it appears clear that the spouses could have joint property, even when the wife was a slave.[72] Yaron rejects[73] this possibility also on the basis of *TAD* B3.5, where Anani gives "in affection" to Tamut, his wife, a portion of the house which he had previously bought from a Persian couple,[74] arguing that the property was clearly separate. The problem with his view is that, as we shall discuss below, there is absolutely no evidence that immovable property was included in matrimonial property. The dowry lists do not include immovable property and there is no reason to assume that the husband's immovable property should have to become "common." However, this does not have to be the case for movable goods, which are the ones contemplated here. In all the dowries, there is no evidence for furniture or immovable property, and only personal items and kitchen utensils are recorded. Even the number of bowls and jugs appears too small to be for the household, and may therefore be given for personal use.

In Egyptian sources we also find a list of goods which the bride is said to bring inside the husband's house: "goods of the woman." The first attestation of a dowry list is 364 BCE, and this feature is not necessary in the drawing up of the "the document of the woman," until 171 BCE.[75] Demotic dowry lists include clothing, wigs, ornaments, mirrors, vessels, beds, sometimes musical instruments, and copper or silver money.

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[70] *TAD* B2.6: 35-36.
[71] Yaron 1961: 52.
[72] It may refer to property acquired after the marriage. Cf. Laws of Hammurabi, § 176.
[73] Yaron 1961: 52.
[74] *TAD* B3.4.
[75] Pestman 1961: 91.

Similarly to Aramaic documents, Demotic marriage contracts introduce the dowry list with the formula:

"here is the inventory of your goods of a woman which you have brought with you into my house"[76]

The wife here is playing an active role in bringing in the dowry into the husband's house. The only difference is that the groom addresses her directly, but this has to do with the fact discussed earlier that Demotic marriage documents are between the groom and the bride. Also in Demotic, as in Aramaic, the husband confirms receipt of the dowry through the formula borrowed from sale conveyances:

"I have received them from our hand; they are complete without remainder; my heart is satisfied with them. If you are inside, you are inside with them. If you are outside, you are outside with them. Their proprietary right belongs to you, the power of disposing of the property to me"[77]

In this case, an additional clause makes it clear that, although the language may seem to refer to a transfer of the property in to the groom's house, the wife retains the ownership while the husband has only limited power over it.

Demotic documents mention the so-called "oath of the woman," not found in Aramaic texts. In some contracts the husband declares:

"I will not be able to impose on you an oath about your goods of a woman, which are written above, saying 'You have not brought them with you to my house'[78]

The reference to this oath appears to point to the possibility that the bride could defer the actual transfer of the dowry to the husband's house and various scholars have raised the possibility that the dowry might have been fictitious.[79] However, Pestman argues that, in the cases in which the oath of the woman clause occurs, it is clear that the actual transfer of the goods has been accomplished, and that in the remainder of the cases the contrary seems highly improbable, given the details of the lists.[80] Furthermore, it is difficult to imagine that the bride would not bring those items to the husband's house, considering the type of objects that are involved. The oath clause more probably refers to the event of a divorce, when the husband might refuse to give back what was actually belonging to the wife.

One may venture the hypothesis that the receipt clause in *TAD* B2.6 could be a reflection of this custom, particularly in view of the fact that in this case the husband was

[76] Martin 1995: 65.
[77] Pestman 1961: 96; Martin 1995: 65.
[78] Pestman 1961: 96; Martin 1995: 66.
[79] Pestman 1961: 96, and bibliography.
[80] Pestman 1961: 97.

Egyptian, and by making him declare that he had received the goods, the wife would have been protected against a future claim, as in fact might have happened.[81]

In Neo-Babylonian sources, according to Roth, the bride's guardian (or the bride herself) gave, or promised, the dowry directly to the husband.[82] Roth claims that the verb *iddin* appears to be used in the sense of "he/she promised to give," since in her view it is clear, at least in a few cases, the husband did not receive the dowry, or had just received a part of it.[83] However, two documents from the Achaemenid period contain what appears to be a formal declaration of receipt of complete or partial dowry by the husband:

BMA 32:

"All of her dowry, according to her sealed document he (the husband) received with FN, his wife, from PN, PN_2, and PN_3"

BMA 34:

"PN (the husband) received from and was paid by PN_2 (the guardian) the aforementioned [1 1/2 minas of] silver, together with the jewelry for a woman, the garments, ... the entire dowry of FN (the wife), according to her sealed document"

Roth plausibly reconstructs the preterite verbal forms *iddin/iddinu* as introducing the dowry lists and translates them as "voluntary promised to give." However, at least in these two cases, this does not seem likely, since we are told that the dowries had actually been received by the grooms. Therefore it is hard to agree with her translation not only in these texts, but also in the rest of the corpus. It is more likely that the statement that the dowry was given to the groom did not always imply actual transfer of the property, unless a receipt clause was included.

In Neo-Babylonian marriage documents the dowry is given "with" the bride, and out of forty-five contracts, only nine clearly lack dowry lists, while for eight fragmentary ones it is impossible to determine whether there actually was a dowry.[84] In another ten, plus three fragmentary ones, the dowry appears to be the only reason for drawing up the agreement.[85]

If we analyze the content of the Mesopotamian dowry lists of the two documents in question, one difference is clear between the two: in *BMA* 32 land and one slave are part of the list, while in *BMA* 34, in an "Egyptian" context, the list includes only jewelry, garments and household items. Since the same situation is present in the Elephantine documents, one may hypothesize that the absence of land and slaves in dowry lists may be an Egyptian feature,[86] which would explain the situation in the Aramaic sources.

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[81] In *TAD* B2.8, cf. note 34.
[82] Roth 1989: 8.
[83] *Ibid*., note 40.
[84] Roth 1989: 8.
[85] *Ibid.*
[86] Betrò 1985: 83-85.

This feature is also attested in later documents, and the closest evidence is supplied by marriage documents from the Judean desert, dated to the second century CE: the so-called Babatha's *ketubah*[87] and two fragmentary documents from the Murabba'at caves.[88] However, no dowry lists are attested in Babatha's or in the Murabba'at texts.

In the Rabbinic material, the dowry (*nedûnia'*) is said to consist of two types of property: *melûg* and *tson barzel* ("iron sheep").[89] *melûg*, which has been connected with Akkadian *muluggu* and Ugaritic *mlg*,[90] was the part that specifically belonged to the wife: it consisted of personal belongings, for which she could not seek replacement from the husband in case of loss. This property is described in the Mishnah as "property that comes in and goes out with her."[91]

The similarity between this expression and the Demotic description of the "goods of a woman" is certainly noticeable, and one could see at first glance a similarity between the *melûg* and the type of dowry we see in Elephantine, considering that in both cases it was very personal. However, the similarity stops there, considering that the *melûg* included slaves,[92] which were not included in the Elephantine dowries. The *tson barzel*, whereby the wife was entitled to take with her the same quantity as she brought, notwithstanding losses, does not seem to have a parallel in the Aramaic documents from Elephantine.

In conclusion, one can see a great similarity in the type of objects listed in dowries and their legal features, but the similarity is certainly more noticeable between the Aramaic and Demotic documents, considering the absence of land and slaves. Furthermore, in both *corpora* the bride is bringing the dowry into the groom's house, instead of entering with it.[93]

Non-marital Property: Immovable Property

From our examination of matrimonial property, it appears that only Neo-Babylonian dowries included real estate. The archive of the Egibi family from that period contains clear evidence of the ability of women to own realty.[94]

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[87] The so-called Babatha archive contains a group of documents from the Yadin Collection, found in the Cave of Letters, at Nahal Hever. The *ketubah* (P. Yadin 10), in which the word itself is attested as *ktbtk* "your ketubah" in line 16 - attesting her second marriage, after she had been widowed, was first published by Yardeni - Greenfield - Yadin 1994: 75-103. For the complete archive (containing Aramaic, Nabatean and Greek documents), which bears many similarities to Miptahiah's archive, see Lewis 1989 and Yadin - Greenfield – Yardeni – Levine 2002.

[88] The name of the caves is derived from area surrounding a *wadi* that from Betlehem reaches the Dead Sea. The fragments here considered, belonging to a larger group of documents (leather parchments, papyri and ostraca, in Aramaic, Hebrew, Greek Latin and Arabic), are published in Benoit - Milik - de Vaux: 109-17. For an analysis of these documents, see also Archer 1990: 178f.

[89] Geller, 1978: 235; Archer 1990: 179.

[90] Levine 1968: 271-85; Geller 1978: 238; Westbrook 1991: 144.

[91] *Kethuvot* 8:7; Geller 1978: 237.

[92] Westbrook 1991: 144.

[93] *TAD* B2.5 shows a different perspective, although considered from the point of view of the heirs.

[94] For an overview of the various archives, cf. van Driel 1987: 164-79. For an analysis of the dowries in the Egibi family, see Roth 1991: 19-37. In VS III 66 and 67 (VAT 104) the women Esagila-ramat and Gigitu, descendants of Egibi, are owed a certain amount of dates from their orchard by Arad-Nergal, son of Nabu-muqqelip also a descendant of Egibi (8th year of Cyrus).

In the Aramaic legal material, as I have pointed out, real estate was not included within the marital property in the documents of wifehood. However, this did not prevent women from possessing immovable property. In fact, we know from other sources that all three women (even Tamut) did own realty. The examination of the sources below will demonstrate that the reason for keeping this property separated from the marital property might have been to protect the rights of the women who owned it. This also strengthens the possibility that marital (movable) property, as I have proposed, was jointly owned by husband and wife.

In both archives we have documents recording gifts of real estate to women. As far as we know, Miptahiah owned two houses. She received the first from her father on the occasion of her first marriage[95] to Yezaniah son of Uriah.[96] On the same day her father drew up a contract for her husband, in which it is clearly stated:

TAD B2.4: 6-8

"But that house you do not have the right to sell it, or to give it in affection to others; but your children by Miptahiah, my daughter, have the right to it after you both"

The document proceeds then to describe the husband's privileges with regard to that house: he may build on it and if he does so, be reimbursed for his work in the event of a divorce.[97] Miptahiah received the second house from her father during her marriage to Eshor.[98] The fact that Eshor is not mentioned in the document implies that he would not have rights to it. The occasion from which this gift arises is a peculiar situation, and we are not in this case dealing with a simple gift, but a compensation for expenses.

In TAD B2.7, Mahseiah, her father, speaks as follows:

"I gave you the house which Meshullam son of Zakkur son of Ater, an Aramean of Syene, gave me for its value and about which he wrote a document for me. And I gave it to Miptahiah my daughter in exchange for her goods, which she gave me. When I was *garrisoned* in the fortress, I consumed them but I did not find the silver or goods to pay you. Then, I gave you this house in exchange for those goods of yours valued in silver 5 karsh"

What makes this document remarkable is the fact that the woman is wealthy enough to be able to give money and goods, up to an amount almost as high as her dowry, to her father during a period of difficulties, while he was probably confined in the garrison. Also, as it is very likely that at the time Miptahiah was still married, considering

[95] At this stage, the marriage might have been at the inchoate state, in which case it would be acceptable for the bride-to-be to be called "wife." In this regard, see Westbrook 1988: 34f.
[96] *TAD* B2.3.
[97] *TAD* B2.4: 8-13.
[98] *TAD* B2.7.

that her marriage with Eshor is dated three years earlier,[99] it is certainly worth noticing that her father once more dealt directly with her in connection with immovable property.

As for Yehoyishma, her father Ananiah, who, as we have previously mentioned, was not her guardian in her marriage contract, gave her a house "in affection," for usufruct a few months before her marriage.[100] After the marriage, Ananiah gave her a part of his house at his death[101] and another house for which he claims:

TAD B3.11: 7f.

"I gave it to you (as?) an *aftergift* (?) which [was not written (in) your document of wifehood] with Anani son of Haggai ..."

and later on:

"I gave to you in affection, an *aftergift* (?) of your document of wifehood until later"

Unfortunately, the word tentatively translated here as "aftergift"[102] is unclear, but it would seem unlikely for it to mean "dowry"[103] given that the person who had given her the dowry in her wifehood document was a different person from the father. It looks as if this gift to the daughter must have been connected to her marriage in some way, but one cannot assume that this house was part of Yehoyishma's dowry.

In support of the suggestion that immovable property was not considered part of the marital property, we have another document, where Ananiah and Tamut sell their house to Yehoyishma's husband.[104] The presence of Tamut as a party to the contract was necessary for the sale to be effective, since part of the house was hers, and her husband could not dispose of it without her consent.[105] In *TAD* B3.11 this appears clear in two ways. First, Ananiah, the husband, could not sell a house of which his wife, Tamut, owned a portion without her consent. Second, Ananiah and Tamut sold the house to their son-in-law, after Ananiah had given another house to their daughter, thus further demonstrating that husband and wife owned immovable property separately. It is not surprising, then, that in *TAD* B2.4 Miptahiah's husband is explicitly forbidden to sell his wife's house.

Thus the only way women appear to acquire immovable property is by a gift from a relative, either the father[106] or the husband,[107] or, as I will discuss later, as inheritance from the spouse. As a gift, immovable property is generally bestowed upon the woman

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[99] This document is dated 446 BCE, while TAD B2.6, the marriage document, is dated to 449 BCE. I think that in all likelihood Eshor had died around 440 BCE (at the time when TAD B2.8 was drafted). Cf. note 63.
[100] *TAD* B3.7. This happened after she and her mother Tamut had been manumitted (*TAD* B3.6).
[101] *TAD* B3.10.
[102] Hoftijzer - Jongeling 1995: 924.
[103] With Grelot 1976: 249, note *g*.
[104] *TAD* B3.12.
[105] *TAD* B3.5.
[106] *TAD* B2.4; *TAD* B2.7; *TAD* B3.11.
[107] *TAD* D3.7.

on the occasion of or after marriage, which is not surprising, given that presumably before then a woman was under her father's authority. If we can postulate that a woman might have been able to acquire property only upon having attained the status of wife, then it appears that she had the marital property in common with her husband, and immovable property as her own. As for slaves, the only one who owns them is Miptahiah, but we do not know how she had acquired them.[108]

Another possibility for the woman to acquire realty is contained in the documents of wifehood, in the clauses dealing with the death of a spouse. The texts state that husband and wife would inherit from each other in the event of death of the other spouse while childless.[109] The documents of wifehood contain clauses regarding the goods and possessions inherited by the spouse should the couple remained childless, but they clearly refer to the marital property only, at least as far as the woman is concerned.

One can postulate that upon their death their children would inherit their property, as is clear from the renunciation clauses in all the legal documents, where children, male and female, are always mentioned. As for other possessions, one would expect that they would have returned to the woman's family, but only if the woman died childless. However in all the cases related to immovable property, the possibility that the woman might die childless is not contemplated.

TAD B2.3: 9f

"You have right over it from this day and forever and your children after you. To whomever you love you may give (it) […] you and your children forever."

TAD B2.7: 7f

"It is yours and your children's after you and you may give it to whomever you love."

TAD B3.5: 4f

"It is yours from this day and forever, and of your children, whom you bore to me, after you."

TAD B3.10: 20f

"You Yehoyishma, have right and your children have right after you, and you may give it to whomever you love."

TAD B3.11: 8f

"You Yehoyishma, my daughter, have right over it for this day and forever, and your children have right after you."

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[108] See below, p. 20.

[109] With the exception of *TAD* B3.3, where the couple had already had a son, but where this provision still obtains.

These formulae clearly state that the property would go to their children and, in all but two documents, that the women have the legal capacity to alienate property.[110] The use of the two different verbs "to love" and "to desire" may have some importance. In fact, the expression "in affection" is used in cases in which something is given for free, as a gift.[111] It may not be a coincidence that this root occurs in all but one case, where the woman involved is Miptahiah.

The root "to desire," aside from the example cited, is used in the following very similar expression:

"and you may give/it is for (you) to give it to whomever you desire."[112]

It is certainly worth mentioning that in these cases men are involved and not in a context of gifts, which suggests that "to give" in association with "to desire" may refer to a transaction, while "to love" may be used only for gifts.

As for cases of actual alienation of property by women, aside from the peculiar cases described below,[113] in which no monetary transaction was recorded, we do not have cases in our archives of women alienating property on their own. Their contracts clearly state that it was possible for Miptahiah and Yehoyishma to alienate their property, but we do not have evidence that they ever did. However, we do have two noteworthy examples of joint sale of property. In *TAD* B3.4 Ubil daughter of Shatibara, a Caspian, together with her husband,[114] Bagazushta son of Bazu, also a Caspian, sells a house to Ananiah son of Azariah.

This same house is the object of a sale in *TAD* B3.12, where Ananiah and Tamut (here called Tapamet, probably her full name), now a free woman, sell it to Anani son of Haggai, husband of their daughter Yehoyishma.

Although we are told in this text that Ananiah and Tamut had both bought the house from Ubil and Bagazushta the Caspians, we know that in fact Tamut had been given a room in the house by her husband, who had been the buyer of record.[115] Given her actual ownership of a part of the house, which, we should not forget, had occurred while she was still a slave, she is now a joint party to the sale of the house.

As for women inheriting property, aside from the renunciation clause mentioned earlier, our texts do not record any clear evidence of it. However, a remarkable formula is attested in Miptahiah's document of wifehood, in the "death of a spouse" clause.

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[110] In TAD B3.5 Anani gave the property to Tamut prior to her manumission, which could be the reason for the absence of this clause. In TAD B2.11, the house appears to be an addendum to the dowry, and, if so, it is conceivable, although not likely, that this property would fall into the category of "matrimonial property," thus not to be alienated by her alone.

[111] *TAD* B2.10: 11, 14; *TAD* B3.5: 4, 12; *TAD* B3.8: 41; *TAD* B3.10: 5, 12, 17; *TAD* B3.11:9; *TAD* B5.2: 10; *TAD* B5.5: 3; *TAD* B6.4:7.

[112] *TAD* B2.11: 7, 12; *TAD* B3.4: 12, 14, 15, 16.

[113] Cf. p. 22ff.

[114] The man is not called her husband in the contract but the disclaimer clauses refer to "son or daughter of ours" and "our children," which can be understood as an implicit indication of a marital status.

[115] *TAD* B3.4: 3.

TAD B2.6: 17ff

"Tomorrow or another day, should Eshor die not having a child, male or female, from Miptahiah his wife, it is Miptahiah who has power over the house of Eshor, his goods and his possessions and everything that he has on the face of the earth, everything.
Tomorrow or another day, should Miptahiah die not having a child, male or female, from her husband Eshor, it is Eshor who will inherit her goods and her possessions"

Remarkably, in this clause his house is explicitly mentioned, while hers is not, thus showing that the wife's immovable property was actually protected and separated from the husband's assets. The texts contains a few further restrictions on the husband, who, after an antipoligamy clause,[116] which prohibits him from taking not only other wives but also concubines, declares:

TAD B2.6: 35-36:

"And I will not be able to [rele]ase my goods and my possessions from Miptahiah.[117]
If I remove them from her (ERASURE: Against the document […] to them]) I will give to Miptahiah 20 karsh of [silv]er by the stones of the king"

These two restrictions added at the end of the document have the evident purpose of limiting the rights of the husband in favor of his wealthy wife. They may also be related to the inheritance clause. Since Miptahiah was going to inherit all the property, it is not surprising to see a clause preventing the husband from alienating it without her consent. As mentioned earlier, Miptahiah's contractual power is clearly considerable, and the use of the first person by the husband hardly seems unintentional. In this regard it should also be pointed out that the expression "everything that he has on the face of the earth,"[118] regarding the property of the dead spouse, only applies to his property and not to hers. Her immovable property, which she clearly possessed prior to this marriage, is not mentioned in the document nor counted in her dowry, and it is notable that the absence of this expression in the clause excludes it deliberately.

The features described above do not have parallels in the Mesopotamian tradition, where spouses did not in principle inherit from one another,[119] and children of different

[116] A far as I know a unique example. With some differences, similar stipulations appear in all three documents, with the clear intent of limiting the inheritance to the children of the marriage. In *TAD* B3.8 the restriction appears to apply even *post mortem* (of the wife). This feature is quite remarkable, as in Mesopotamian sources polygamy was accepted and commonly practiced (Westbrook 1988: 103f.). Similarly, Egyptian sources do not prohibit polygamy, even though actual examples are rare (Smith 1995: 4). A close parallel is found only in a Greek marriage document from Elephantine, dated 311 BCE, [116] where it is stated:
"It shall not be lawful for Heraclides to bring home another wife in insult of Demetria nor to have children by another woman." Cf. Hunt - Edgar 1932: 2f.
[117] The text actually says Mibtahiah. I have standardized the spelling of her name in order not to confuse the reader.
[118] *TAD* B2.6:19.
[119] See examples in Laws of Hammurabi §§163-164; Neo-Babylonian Laws §§10-12.

marriages shared their inheritance to various degrees.[120] Furthermore, there is no evidence of Egyptian influence, as we do not have such stipulations in the Demotic material: these features appear to be unique and characteristic of the Aramaic documents.

Finally, another type of non-marital property, one should mention that Miptahiah had a slave named Taba and her three children,[121] which were never mentioned in her dowry list. This is the only case attested (not surprisingly, if one considers that the other two women were slaves for at least part of their lives) and unfortunately, we do not how she had acquired them. The only reason why we know that she had possessed them, is that after her death they were divided amongst her two sons.[122]

Other Evidence of Women's Property

More evidence regarding women and property in the Aramaic documents from Egypt is found in a few fragmentary papyri not related to our archives. Their poor state of preservation and the absence of context make it difficult for us to fully grasp the situation they portray. Nevertheless, they reveal precious information regarding the issue at hand and I will therefore survey them. The first document is a contract in which all the parties involved are women. This in itself is meaningful, inasmuch as it demonstrates that women could make transactions with regard to their property without the endorsement of male relatives.[123]

TAD B5.1: 1-4

"Salluah daughter of Qonaiah and Yathomah her sister said to Jehour daughter of Shelomam: 'We gave you half the sha[re] which the judges of the King and Rauka the garrison commander gave us, in exchange for/ instead of (?) half of the share which came to you with Nehebeth'"

The document continues with the penalty clause should Salluah and Yathomah declare "we did not give it to you," and the usual clauses preventing the heirs from claiming their rights over the transferred property.

We can postulate that Salluah and Yathomah were sisters or nieces of Nehebeth, who then married into Jehour's family. She would have then brought with her the matrimonial property, consisting of dowry and *mohar*. If the couple had died childless, the matrimonial property would have had to return to the respective families. It appears that Salluah and Yathomah, who in another fragmentary document received their share from the royal and military court, were the only surviving heirs. Since Jehour would in this case be the heir of the husband, the text could represent a balancing of accounts from the respective families, regarding the matrimonial property of the deceased couple.

In the Egyptian documents, according to Menu,[124] the distribution of women as parties in contracts, which amounts to about ten percent of all parties, shows an irregular

[120] See examples in Laws of Hammurabi §§170-171; Neo-Babylonian Laws §15.
[121] *TAD* B2.11.
[122] *TAD* B2.11.
[123] However, it is worth mentioning that the witnesses and almost certainly the scribe were all men.
[124] Menu 1989: 201.

pattern which strictly depends on the nature of the contracts. Again, the similarity with the Aramaic texts is striking: women are found only in certain types of legal activities.

As in the Aramaic contracts, women in Egyptian contracts are always included in the clauses of renunciation, although in a subordinate position. Furthermore, in these sources there is no evidence of women acting as witnesses, and the only cases of women as guarantors apply to wives and daughters in renunciation clauses.[125] Also, in Menu's analysis, there is no evidence of women as parties in contracts of loans, partnerships or land-leases, while they can be found instead in other type of deeds, such as land and domestic animals sales and transfers of shares and services.[126]

Particularly interesting is the fact there is evidence from Thebes of several women selling their shares of income from the hereditary function of Choachyte. An example is Papyrus Louvre E 9204[127] where the woman sells the shares "in the country, in the temple and in the city" which she had inherited by her mother Ruru.

In both sets of sources women are apparently transferring or selling shares of property or services which they had inherited. There is not much more evidence of them doing other activities aside from disposing of their property. It is therefore remarkable that the transfer of shares of women is a common factor between the documents of the two *corpora*.

In the case of the Aramaic documents, the terminology makes it difficult to understand the exact nature of the shares that are sold or transferred. In the case of the preserved Egyptian sources, the shares appear connected with services of Choachyte families. Nevertheless, the fact that in both traditions this same aspect appears to be characteristic of women's legal activities must be certainly taken into consideration. This is particularly intriguing, considering that the transfer of lots connected with temple functions are attested, regarding women, also in the Neo-Babylonian sources.[128] There appears to be a common factor of transfer of shares of various types involving women, although it is difficult to pinpoint what those shares were about.

TAD D1.17: 9-12:

"To all of them (f.) usufruct/fruct and they will give[…] 3 por[tions] which she will acknowledge to Piltah her sister […] to/on/about her, the two of them. And if he will come...[…] let their father divide equally 1 portion […]"

A remarkable fact is that all the documents involving women appear to concern only divisions and exchanges of portions of property, for which no monetary value is given. The evidence of the documents listed above shows that women could be parties to legal documents, but the contracts were of a particular kind, and they did not involve monetary transactions.

[125] *Ibid.*
[126] *Ibid.,* 201f.
[127] Dated 502 BCE. Malinine 1953: 113. Cf. Menu 1989: 204.
[128] Kuhrt 1987: 228f. The *isqu* lots will become preponderant in the Seleucid Period.

Conclusion

Although the picture drawn by these documents is unavoidably fragmentary, it is evident that the traditions they reflect do display cross-cultural similarities as well as variations within the *corpora*. Unfortunately, we know virtually nothing of the Aramaic tradition concerning marriage prior to this period. Thus we have to rely on parallel evidence from the other two very distinct cultural traditions, Egyptian and Mesopotamian. It is evident that the Aramaic documents have drawn elements from both, but they also seem to have developed dynamics of their own. The cosmopolitanism of the Persian Empire fostered these innovations, if nothing else, by allowing expressions of cultural diversity in a multiethnic environment.

Abbreviations

BMA Neo-Babylonian marriage documents edited in Roth 1989

TAD Aramaic documents edited in Porten – Yardeni 1986-1999

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