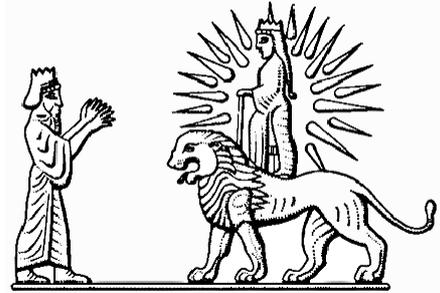


THE MELAMMU PROJECT

<http://www.aakkl.helsinki.fi/melammu/>



“On the Role of Aramaic in Transmitting Syro-Mesopotamian Legal Institutions”

BARUCH A. LEVINE

Published in Melammu Symposia 3:

A. Panaino and G. Pettinato (eds.),

Ideologies as Intercultural Phenomena.

Proceedings of the Third Annual Symposium of the

Assyrian and Babylonian Intellectual Heritage Project.

Held in Chicago, USA, October 27-31, 2000

(Milan: Università di Bologna & Isiao 2002), pp. 157-66.

Publisher: <http://www.mimesisedizioni.it/>

This article was downloaded from the website of the Melammu Project:

<http://www.aakkl.helsinki.fi/melammu/>

The Melammu Project investigates the continuity, transformation and diffusion of Mesopotamian culture throughout the ancient world. A central objective of the project is to create an electronic database collecting the relevant textual, art-historical, archaeological, ethnographic and linguistic evidence, which is available on the website, alongside bibliographies of relevant themes. In addition, the project organizes symposia focusing on different aspects of cultural continuity and evolution in the ancient world.

The Digital Library available at the website of the Melammu Project contains articles from the *Melammu Symposia* volumes, as well as related essays. All downloads at this website are freely available for personal, non-commercial use. Commercial use is strictly prohibited. For inquiries, please contact melammu-db@helsinki.fi.

BARUCH A. LEVINE New York

On the Role of Aramaic in Transmitting Syro-Mesopotamian Legal Institutions

I am happy to be returning to one of my very first scholarly interests, the survival of ancient Near Eastern civilization, thanks to the agenda adopted by the initiators of the MELAMMU project. The many-faceted study by S. Alvesen, “The Legacy of Babylon and Nineveh in Aramaic Sources,” (1998) has illustrated the possibilities of searching for ancient themes in later sources. My Phd Dissertation (Brandeis, 1962) had dealt with a number of technical terms that had skipped, or had almost skipped the Hebrew Bible, and, as well, were absent from the admittedly limited Hebrew epigraphy of the biblical period. These were terms of reference attested in Ugaritic (from Syria of the late Bronze Age), but which reappeared only in the Hebrew (and Aramaic) of the Mishnah and Tannaitic literature, or at the very earliest, in the post-exilic sections of the Hebrew Bible. What fascinated me at the time was the protracted survival of ancient, Northwest-Semitic terms. Since that time, the scholarly agenda has been refocused, but some of its original thrust remains. There has also been a great deal of discovery, resulting in the retrieval of Aramaic sources from the Achaemenid and Hellenistic periods, so that it is becoming more feasible to trace the route from ancient Syria-Mesopotamia to later periods via Aramaic.

The agenda that had informed the efforts of Jewish scholars, for the most part, who were acquainted with Talmudic

literature and interested in its formation, was to explore an internal, Jewish question. They sought initially to account for the origins of those features of Rabbinic Judaism that did not appear to be the outgrowth either of earlier biblical institutions, nor could they be attributed to contemporary or immediately antecedent Greco-Roman institutions. Such phenomena invited inquiry as to their origins. The likelihood to be explored was that they “came from” the great Syro-Mesopotamian civilizations, mediated through Aramaic, for the most part.

It had long been recognized that much of biblical law bore the Syro-Mesopotamian stamp, as well as that of the Hittites, and of later Persian and/or Zoroastrian culture. I, myself, have devoted considerable effort to illustrating such institutional lineages for biblical cult and ritual. There was also a strong West-Semitic component in biblical literature, as one would surely expect. But, such conclusions were still compatible with A. Leo Oppenheim’s telling title of 1964: *Ancient Mesopotamia: Portrait of a Dead Civilization*. After all, biblical law and cult, to name two spheres of inquiry, coincided with the later phases of the cuneiform cultures. But, what of the internally unprecedented ingredients of the Mishnah, compiled and published in Hebrew in Roman Palestine during the early Christian centuries? What of such ingredients in the Babylonian and Palestinian Talmuds of the Roman and early Byzan-

tine/Parthian and Sassanian periods, composed in both Hebrew and Aramaic? All of these postdated the decline of Syro-Mesopotamian civilization (although not by as much time as is generally thought). Modern scholars, and some ancients, as well, have been intrigued by the striking fact that the Babylonian Talmud, in particular, was compiled on the soil of a great ancient Near-Eastern civilization, but they have often been frustrated by the seeming inability to show how specific features of Talmudic law might reflect that civilization in both diachronic and synchronic terms. They have tended more often than not to explain features of the Palestinian Talmud, in particular, in terms of Greco-Roman civilization, out of obvious historical and geo-political considerations. But there are growing indications that Palestinian Jewish sources also preserve Syro-Mesopotamian ingredients, and that such were prominent features of Achaemenid and Hellenistic Palestine, not only of Achaemenid and Hellenistic Mesopotamia.

Let me cite two examples of such inquiries, before attempting to analyze how the agenda has changed in recent years, and to explore the significance of that change. I begin with a brilliant and penetrating study by Stephen Lieberman entitled: "A Mesopotamian Background for the So-Called Aggadic "Measures" of Biblical Hermeneutics?" (1987). Lieberman focuses on several features of Talmudic interpretation, which he studies particularly in light of the earlier efforts by Saul Lieberman, the noted Talmudic scholar, to compare Rabbinic hermeneutic methods to those of the interpreters of the Greek classics, implying that Jewish sages may have learned these from their Greek contemporaries, or proximate predecessors. Stephen Lieberman demonstrates that some of these features are

well attested in cuneiform literature, especially in lexical texts. He soon settles into a *tour de force* dealing with two hermeneutic methods. (1) *gematriāh*, the attribution of numerical equivalents to the letters of the alphabets, in the Greek, Hebrew, Arabic and Persian systems, and to syllables and signs in cuneiform, (2) *nôṭārîqôn*, the parsing of a word as being comprised of two homophonic components contracted, or altered in their spellings. He compares the definition of AN=*šamê* "heaven" as *ša-A-MEŠ* (=mê) "of water," in a cuneiform text, (CT XXV, pl.50, line 17) with the midrashic etymologizing of Hebrew מִיָּמַיִם as a contraction of מַיִם "there" and מֵיִם "water," thus: "where there is water" (Talmud, Babylonian, *Hagîgāh* 12a).

Stephen Lieberman goes on to explore the broader implications of these methods for an understanding of cuneiform culture, particularly astronomy and mathematics. He poses some pertinent questions of transmission, and argues convincingly that certain hermeneutic methods known in Rabbinic literature were also current in the Neo-Assyrian period and thereafter, and that one need not, as a consequence, conclude that they were adapted synchronically from Greek culture. At one point he has the following to say:

"Even with the cuneiform documentation now available, it is possible to get an inkling of the fact that native Near Eastern cultures continued to flourish and contribute to the intellectual and spiritual life of the Hellenistic world long after the death of Alexander in Babylon. With the 'Aggadic' methods of exegesis as an example we can see that a Latin or Greek term could be used for something which was, ultimately, not from Rome or Athens, but from Babylon, Borsippa, or Kallah. We seem to be dealing here with things which acquired a (new) name, but that does not mean that they only came

to be used after they had been provided with a Greek terminology.”

Even this statement would now have to be revised in light of the recent retrieval of Aramaic texts from Qumran, for example, such as the Aramaic Enoch fragments published by Milik (1976). These add significantly to the Aramaic vocabulary in the area of astronomy, a subject I have explored elsewhere (Levine 1982). It is in the field of law, however, that we are most fortunate in finding extensive terminology in Hebrew and Aramaic that is cognate with Akkadian, as well as calques, and also what I would call Aramaic realizations of Akkadian terms, a classic example being Aramaic ܢܘܕܘܢܢܘ “dowry,” cf. Akkadian *nudunnû*, whose relevance will soon become apparent. It is to the prominent field of law that I now turn, therefore, with my second example coming from my own work, a study entitled: “*Mulūgu/Melūg: The Origins of a Talmudic Legal Institution*” (Levine 1968), which represents a reworking of one section of my Phd Dissertation. Technically, it has nothing to do with the role of Aramaic, although it will prove to be germane to our understanding of that role, nonetheless. As the title indicates, I was, at the time, asking where a feature of Talmudic law came from. Stephen Kaufman, in *The Akkadian Influences on Aramaic* (1974, 71) had the following to say about my study:

“The aim of Levine’s study of this word is to prove contemporary Mesopotamian influence on late first Millennium B.C. Palestine, but the history of the term proves no such thing. Its occurrence first at Nuzi, Ugarit and Amarna and only later in Akkadian proper indicates it to be of foreign origin, borrowed into Palestinian and Babylonian culture through separate channels. Most significantly, it cannot be shown that the Hebrew use of the word of the word, or of the cultural

institution which it signifies presupposes the development of the term which took place in the Babylonian area.”

Kaufman wasn’t exactly accurate about my intention, but allowing him some license in return for a degree of equivocation on my part, a more important question is whether he was right about how the term *melūg* found its way into the Mishnah. Let us examine the evidence. Ugaritic poetry attests a term *mlg* which, in context, clearly designates a marriage gift from the prospective groom to the father of his intended bride, occurring in a passage where we also find the synonymous term *mhr* = *mōhar*, and even what appears to be a Ugaritic verbal denominative of Akkadian *tirḫatu*, a frequent term for bridewealth. Elsewhere, this term, written *mulūgu* (also *mulūku*, abstract *mulūgūtu*), is attested in the period fairly contemporary with Ugarit at Nuzi, in an Amarna letter from Mitanni, and in some Middle Babylonian boundary inscriptions. Somewhat later, the transfer of wealth has changed directions, however, which eventually became true of the *mōhar*, as well, so that *mulūgu* came to designate a dowry; namely, paternal assets transferred to a daughter in conjunction with her marriage, namely, “bridewealth” (Greengus 1990). It then reappears in Neo-Babylonian texts, and later its cognate appears in the Mishnah and other Rabbinic sources, always as a Hebrew word. In the Mishnah it is limited to slaves brought by a wife into marriage, which is interesting because slaves are often classified as *mulūgu* in cuneiform documents. In cuneiform documents *mulūgu* often appears alongside *nudunnû*, Aramaic *nedūnyā*’ “dowry,” in Talmudic terminology, and may consist of, in addition to slaves, fields, houses, jewelry, and other unspecified objects. Outside the Mishnah, Tannaitic sources usually employ the combination: ַכּסֵּי

מלוג “*melūg* property.” Kaufman lists Akkadian *nikassū* “account” as being realized in Aramaic נכסיך, and then appropriated into late Hebrew. It also appears together with *quppu*, Aramaic *quppāh* “box, wife’s funds,” listed by Kaufman as an Akkadian loanword in Aramaic, and which is employed in Talmudic literature.

Now, the fact that a cognate of the Hebrew term מלוג reappears in Neo-Babylonian after a long absence, and then as a Hebrew, not an Aramaic word, in Rabbinic literature, raises complex problems of transmission. I agree, of course, that it cannot be considered an Akkadian loanword into Aramaic. But the question remains as to whether Jewish legislators of the 1st or 2nd centuries C.E. knew the term מלוג directly, as a survival of ancient North-West Semitic (Ugaritic), or whether they knew it because a cognate of the North-West Semitic term had been preserved in the Neo-Babylonian legal vocabulary, from which it may have been taken into the Late Hebrew of the Mishnah and Talmud.

What I didn’t appreciate in the 1960’s was the process of the absorption, or integration of peripheral Akkadian culture into the Mesopotamian heartland, a process that began in the Neo-Assyrian period, intensifying in the Neo-Babylonian, and expanding further in the Achaemenid period, in rhythm with the Aramaization of Assyria and Babylonia, and the eventual use of Aramaic as the *lingua franca* of the Persian Empire. Kaufman’s study has been of the greatest value in tracing the extent of the appropriation of Akkadian legal terms into Aramaic, generally.

It was Yohanan Muffs work, *Studies in the Aramaic Legal Papyri from Elephantine* (1968) which brought this very process home to me, so that the occur-

rence of the term *mulūgu* in Neo-Babylonian legal texts became extremely significant for tracing its survival into the Hebrew, Talmudic vocabulary. Simply stated, Ugaritic *mlg*/Akkadian *mulūgu* is to be classified as a peripheral term. Whether it is a foreign term, as Kaufman maintains, is not certain, because we lack a convincing etymology. I doubt very much if this terminology would have found its way into the Mishnah if it had not first found its way into Neo-Babylonian. I cannot prove this, but I would not dismiss this likelihood, as Kaufman does. If this term should turn up in an Aramaic or Hebrew epigraphic find of the Persian period, or of the pre-Roman, Hellenistic period, for that matter, I would be persuaded that I was right about the background of its attestations in Rabbinic literature.

A. Leo Oppenheim (1955) long ago called attention to the Late Hebrew term צאן ברזל “iron sheep,” in the construction: נכסי צאן ברזל “iron sheep property” which is used in Tanaite literature in contrast to נכסי מלוג. Bridewealth that was classified as “iron sheep” represented an absolute obligation on the part of the husband. He was responsible for the established valuation of the sheep even if they died. They were sheep that could not die, financially speaking. In return, the husband was entitled to shearings, in other words to income accruing from the sheep. As the Talmud puts it: אם מתו הייב באחריותן “if they died, he remains liable for their accountable value” (Tosefta, *Bābā’ Mešī’ā’* V). The same could be said of slaves. If the husband accepted them as “iron sheep” slaves, he would owe his wife their established value, if, as expected, they died while the marriage was in effect. In other words, “iron sheep” became a legal metaphor for guaranteed value, applica-

ble to many sorts of property, just as usufruct, “eating the fruit,” became a metaphor for rights to income. Oppenheim cites a number of Neo-Babylonian leases of arable land in which the lessee is to be provided with seed, ploughs and draught animals. There is the stipulation that if any of the bulls die, the lessee can claim them in court. In one contract (BE IX 29 (433/432 BCE) we read: *alpê ša ina libbi imutti izaqqap* “he (the lessor) will claim in court those bulls which will die.” There is also reference to *alpê ul imutti*, *alpê ú ÁB.GAL ina libbi ul imutti*. In two such leases, YOS VI 103 and 150 from the reign of Nabonidus, we read as an addition to this statement the explanatory characterization: *ša AN.BAR (parzilli) šu-nu* “they are (made) of iron.”

Oppenheim mentions that San Nicolò had compared these phrases occurring in the Neo-Babylonian texts with similar ones appearing in an Old-Babylonian legal document. A man gifted his daughter with the income to accrue from a cow and some sheep, which are characterized as: *ul imutta* “they shall not die.” In other words, this income was permanently guaranteed. The context resembles that of Talmudic law in a remarkable way. Oppenheim goes on to mention that Schorr called attention to parallel Greek legal usage of *athanatos* “deathless,” referring to a late, sixth century CE Egyptian papyrus where the Greek term *zoon sidellion* occurs (no connection between צֶאֱן and *zoon!*). To use Oppenheim’s phrase, we have here an Old-Babylonian metaphor, “coined in Mesopotamia,” that reappears in Neo-Babylonian documents and subsequently in Rabbinic Hebrew.

In methodological terms, the most relevant, overall task is to pinpoint the process by which cuneiform legal language was appropriated by Aramaic scribes. Enter the Wadi Daliyeh papyri of

the mid-to-late 4th century, B.C.E. Douglas Gropp (2001), a major investigator of these papyri, that were found near Jericho, and which originate from Samaria, can actually tell us when certain clauses, known in Neo-Babylonian contracts, were appropriated and adapted by the writers of Aramaic documents such as the Wadi Daliyeh papyri. There are some remarkable examples of the same. Thus, the Aramaic formula אַטִּיר מְכִיר “is paid (and) sold/received,” occurs in these texts, where it indicates full payment of the sale price (Samaria Papyri 3:3, 7:5). This Aramaic formula corresponds to the Neo-Assyrian and Neo-Babylonian quit-tance formula: *maḥir nadin eḥir* “received, delivered, paid” (also: *eḥir nadin maḥir*). The verb listed in CAD E, 404-406, as *eḥēru* B “to pay” enjoyed wide utilization in Neo-Babylonian. In fact the Aramaic form אַטִּיר is a direct loan word from Neo-Babylonian, realized as an Aramaic passive participle, a Peil form. Aramaic מְכִיר is more complex, because if, in a similar way, it realizes Akkadian *maḥir* “received” we would have to assume a sound shift of *ḥēṭ > kaph*. An alternative would be to assume that Aramaic מְכִיר is a Peil form of the verb *m-k-r* “to sell,” hence: “sold,” and represents an adaptation of the Neo-Babylonian formula, which itself represents an adaptation of the earlier formula: *maḥir nadin zaku* “received, delivered, clear.” Admittedly, the verbal root *m-k-r* is rare in Aramaic, and best attested in Phoenician-Punic, and in Hebrew (Late Biblical and Post-Biblical).

More recently, J. Oelsner (1997) has discussed the legal formulae of the Wadi Daliyeh papyri in an effort to show specific divergence between Neo-Babylonian and Aramaic syntax, and even between Wadi Daliyeh and the Elephantine corpus, both Aramaic. Clearly, the evolu-

tion of legal formulae and terminology was not simply linear, or one-dimensional, with internalization of appropriated phenomena producing variation. And yet, the cuneiform background of much of the Aramaic common law tradi-

1. Samaria Papyrus 3, lines 3-4:

[כספא זנה ש 10 דמוהי זי יהו]ענני [עבדה ז] י יקים אטיר מכיר [ויהו]פד[י]ני [בר דליה ליהוענני זך
ע]בד החסן קדמוהי

This sum of shekels 10, his price, (namely,) of Yeho'anani, his slave, (namely,) of Yaqim, is paid (and) received. [And Yeho]pada[y]ni, son of Delayah, took possession of this (same) Yeho'anani as slave, in his presence.

2. Samaria papyrus 7, lines 5-6:

[וכסף מנ]יא 2 ש 4 דמי נישא אלך [אטיר [מכיר ו]יהוטב [לנישא אלך ההסן קדמיהם]

And the sum of min[a's 2, shekels 4, the price of these personnel] is paid (and) [received, and] Yehotab [took possession of these personnel in their presence].

Muffs (1969, 125, [and note 4]-126 [and note 5]), called attention, before the Wadi Daliyeh papyri were edited, to the fact that the Babylonian Talmud, in *Bābā' Batrā' 29b*, and *Bābā' Meṣī'ā' 39b*, attests a term employed in slave sale agreements, Aramaic ע/איטרא. (spelled with *aleph* in manuscripts, with 'ayin in printed versions). He assumed that it was cognate with Akkadian *eṭir*, and concluded that an earlier Aramaic equivalent of the relevant Neo-Babylonian formula had probably existed. His surmise has now been corroborated by the Wadi Daliyeh papyri, so that we can pinpoint

1. Talmud, Babylonian, *Bābā' Bātrā' 29b*:

רמי בר חמא ורב עוקבא בר חמא זבינו ההיא אמתא בהדי הדדי. מר אשתמש בה ראשונה, שלישית, וחמישית, ומר אשתמש בה שנייה, רביעית וששית. נפק ערער עילוה. אתו לקמיה דרבא. אמר להו: מאי טעמא עבידתו הכי? כי היכי דלא תחזקו אהדדי. כי היכי דלדידכו לא הויא חזקה. לעלמא נמי לא הויא חזקה. ולא אמרן אלא דלא כתוב ע/איטרא, אבל כתוב ע/איטרא קלא אית ליה.

Rami, son of Hamma', and Rab 'Uqba', son of Hamma', bought a slave woman jointly. One made use of her services the first, third, and fifth (years), and the other made use of her the second, fourth, and sixth (years). A claim 'went out' against her. They came before Raba'. He said to them: "What is the reason that you acted in this way? (Was it not) so that in this way you would not exercise possession jointly? Just as in this way (the rule of) possession

tion is everywhere evident.

Let us cite the evidence from Wadi Daliyeh. In so doing, it is important to explain that restorations in brackets are virtually certain, being based as they are on internal comparisons.

how a Neo-Babylonian formula entered Aramaic as early as the late fourth century B.C.E, and subsequently survived into the Talmudic legal vocabulary. It would be fascinating to study the Talmudic discussion of law where this term appears. This would show that the understanding of this term was very much in line with its earlier sense in Neo-Babylonian and in Achaemenid Aramaic. So often, scholars do no more than refer to Talmudic sources, and seldom actually examine these sources for what they reveal.

is not in force with respect to you, so, too, with respect to (the rest of) the ‘world’ (the rule of) possession is not in force. We have not so stated except where no “payment received” is written, but if a “payment received” is written, it has a ‘voice’ (= it renders the transaction public).

Commentary

The Late Hebrew term חזקה (*ḥazzāqāh*) “tenure, possession” has several meanings. Here it connotes operative tenure. If one claiming to be the purchaser can offer proof that he has exercised uninterrupted physical tenure over any specific property or slaves for three consecutive years such continuity over time would establish his ownership without the requirement of producing a bill of sale. This rule applies only to property that continuously produces some form of income, on the premise that if the previous owner had a valid challenge, and could disclaim the sale to the current holder, he would have spoken up within the period of three years so as not to lose substantial income (thus, the Mishnah). So, if the previous owner never came forth, the ownership of the present holder would be deemed valid, even without a bill of sale. Such provisions were neces-

sary in communities that did not maintain title registries.

The point of the ruling by the Sage in our case, one of several hypothetical cases discussed in the Talmudic passage, is that these partners could not have it both ways. Since they had staggered utilization of the slave woman so as to avoid the liabilities of uninterrupted joint ownership over the tenure period, they could not turn around and challenge the claim of another against their ownership. They would have to produce a bill of sale.

An exception is made in cases where an איטרא ‘payment received’ was written. This means that although a given purchaser could not produce a bill of sale, he had something in writing stating “paid in full,” or: “payment received.” If the partners could produce such a receipt, their ownership would be presumed to be valid because issuance of the receipt had the effect of publicizing the transaction. This provision implies that “receipts may not have been written in every case.

2. Talmud, Babylonian, *Bābā’ Meśī’ā’* 39a-b:

אמר רב הונא: “אין מורידין... ולא קרוב לנכסי קטן.” כיון דלא מחי, אתי לאחזוקי ביה. אמר רבא: שמע מיניה מדרב הונא “אין מחזיקין בנכסי קטן ואפילו הגדיל.” ולא אמרן אלא באחי דאבא, אבל באחי דאמא לית לן בה. ואחי דאבא נמי לא אמרן אלא בארעתא, אבל בבתי לית לן בה. ובארעתא נמי לא אמרן אלא דלא עביד ע/איטרא, אבל עביד ע/איטרא קלא אית ליה.

Rab Huna’ said: We do not bring down [persons to look after real estate left untended after the owner had died, was captured in war, or had fled]... nor (do we bring down) a relative into the property of a minor. Since he (=the minor) does not enter a challenge, the other will end up claiming possession of it (by virtue of inheritance). Raba’ said: One may conclude from it, (namely), from (the ruling of) Rab Huna; (that) “We do not grant *ḥazzāqāh* over the property of a minor even after he has attained majority.” We have not said (this) except with respect to brother of the father, but with respect to brothers of the mother we not follow this rule. (In truth,) we have not said (this) even with respect to brothers of the father except with respect to parcels of land, but with respect to houses we do not follow this rule. (Furthermore,) we have not said (this) even with respect to parcels of land except

where no “payment received is executed, but if a “payment received” is executed, it has a voice (= it makes the transaction public).

Commentary

The concern here is that unscrupulous relatives may take advantage of minors if given control over their property when their fathers died. It is assumed that a minor might not know that the property in question belonged to his father, and, for this reason, would not assert his claim to it as an inheritance, or that he would not understand the relevant law, to start with. Three years would therefore pass without a claim, and the relative would own the property. The remedy is to appoint an unrelated person to tend the property, who would have no claim to a share in the inheritance after the three year period of his service, in any event. Raba’ infers from this ruling of Rab Huna’ that this Sage was of the view that no one may be granted *ḥazzāqāh* over property initially bequeathed to a minor even if he continued to hold it for three years after that minor had attained majority. Otherwise we might have a situation where even a person unrelated would claim that the heir had sold the property to him, since that heir had never challenged his hold on the property. If the law of *ḥazzāqāh* were in effect, no bill of sale would be necessary. Several qualifications follow, after which the Talmud

Marriage contract from Maresha, lines 1-5:

1. בירה סיון שנת 136 סילב[קוס מלכא
2. קוסרס בר קוסיר הו, בחדות לבבה] אמר...
3. לקוסיר בר קוסיהב: איתי ארסנה]שמה
4. בתולתא. כען בעה אנה מנך זי]
5. מראת בי תנתן לי כנומוס בנת]

1. In the month of Sivan, year 136 (of) Seleu[cus, the king
2. Qosram, son of Qosyad, he, in the joy of his heart, [... declared
3. to Qosyad, son of Qosyehab: There is (a woman), Arsinoe, [her name

4. a previously unmarried woman. Now, then, I am asking of you that [
5. (as) a mistress of the house you give (her) to me, according to the custom of the daughters [

Conclusion

A word is in order about the import of Talmudic literature for the MELAMMU agenda, as I understand it from the published studies of the first meeting, and from statements of purpose issued by the leaders of this group. Talmudic law has had a pervasive role in the life of Jewish communities, east and west, since late antiquity. What is more, that role continues most noticeably in the modern State of Israel, where what has customarily been termed *המשפט העברי* “the Hebrew law,” essentially a way of referring to Rabbinic law, found its way into the new codices that have been, and continue to be compiled to meet the needs of the Israeli legal system. The governing policy

in Israel is that, wherever acceptable and applicable (and this is surely not always the case), principles of “the Hebrew law” which serve the desired objective have precedence over those of other systems. To the extent, therefore, that Talmudic law can be shown to preserve elements of ancient Near Eastern law, it constitutes a paradigm for tracing the survival of this important aspect of Syro-Mesopotamian civilization, even to our own time. As more textual evidence, primarily in Aramaic, is retrieved, the path from ancient Syria-Mesopotamia to the Talmudic compendia and thereafter will be charted with ever greater clarity.

REFERENCE BIBLIOGRAPHY

- Eshel, E, Kloner, A.
 1996 “An Aramaic Ostrakon of an Edomite Marriage Contract from Maresha, Dated 176 B.C.E.” *Israel Exploration Journal* 46, 1996, 1-22.
- Greengus, S.
 1990 “Bridewealth in Sumerian Sources,” *Hebrew Union College Annual* 61, 25-88.
- Gropp, D.
 2001 *Wadi Daliyeh II; The Samaria Papyri from Wadi Daliyeh (Discoveries in the Judaean Desert XXVIII)*, Oxford: Clarendon Press.
- Kaufman, S. A.
 1974 *The Akkadian Influences on Aramaic* (Assyriological Studies 19), Chicago.
- Levine, B.A.
 1962 *Survivals of Ancient Canaanite in the Mishnah*, Phd Dissertation, Brandeis University.
 1968 *Mulūgu/Melūg: The Origins of a Talmudic Legal Institution*,” *Journal of the American Oriental Society* 88, 271-285.

- 1982 "From the Aramaic Enoch Fragments: The Semantics of Cosmography," *Journal of Jewish Studies*, 33, (Essays in Honor of Yigael Yadin), ed. G.Vermes, J.Neusner, 311-326.
- Lieberman, S.
 1987 "A Mesopotamian Background for the So-Called Aggadic 'Measures' of Biblical Hermeneutics?," *Hebrew Union College Annual* 58, 157-225.
- Milik, J. T.
 1976 *The Books of Enoch: Aramaic Fragments of Qumran Cave 4* (with the collaboration of Matthew Black). Oxford.
- Muffs, Y.
 1969 *Studies in the Aramaic Legal Papyri from Elephantine*, Leiden. [To be reissued with Prolegomenon by Baruch A. Levine, by E.J. Brill, Leiden].
- Oelsner, J.
 1997 "Nue/spätbabylonische und aramäische Kaufverträge," *Ana šadî Labnāni lû allik*, Festschrift W. Röllig (AOAT), Neukirchen-Vluyn, 307-314.
- Oppenheim, A.L.
 1955 "Iron Sheep," *Israel Explorations Journal* 5, 1955, 89-92.
 1964 *Ancient Mesopotamia; Portrait of a Dead Civilization*, Chicago.
- Salvesen, A.
 1998 "The Legacy of Babylon and Nineveh in Aramaic Sources," *The Legacy of Mesopotamia*, ed. S. Dalley, *et al.*, Oxford, 139-161.