

Marriage and Divorce in the Judaean Desert Documents: A Key to New Testament Interpretation?

Introduction

The Judaean Desert Documents (JDD) dating from the 1st and early 2nd century were discovered and published in the second half of the 20th century. They contain 10 marriage and divorce contracts which reflect the understanding of marriage and divorce in the New Testament. Although largely ignored by scholars from within the Christian community, it is suggested that the marriage and divorce teaching of the New Testament, which in its brevity has caused considerable debate throughout the Christian era, can be illuminated by a consideration of these documents.

Hebrew Bible Marriage and Divorce Teaching

In the Hebrew Bible, and in the life of ancient Israel, there is no record of a temple/synagogue ceremony for marriage, no involvement of a priest or elder—not even an agreed verba solemnia—that is, no agreed marriage vows.¹ Marriage was a social contract based on the pentateuchal teaching of asymmetrical gender-based roles. It was seen to be a conditional, asymmetrical, contractual, non-sacramental union that allowed for divorce and remarriage. Exodus 21:10–11 teaches that a wife can divorce her husband if he fails to provide her with food, clothes, and “marital rights” (ESV)—possibly a euphemism for sexual intercourse, but more likely a term embracing the wider emotional expectations of marriage. In contrast, Deuteronomy 24:1–4 allows the husband to divorce his wife only on the grounds of her sexual immorality.

¹ In his exhaustive consideration of this subject Hugenberger fails to find a definitive example of a marriage in Scripture being formed or witnessed under divine sanction: Gordon P. Hugenberger, *Marriage as a Covenant: Biblical Law and Ethics as Developed from Malachi* (Grand Rapids, MI: Baker, 1994).

The Significance of the JDD for Understanding NT Teaching

Peter Williams (a leading NT scholar) says:

Christianity arose in the cradle of Judaism, and the further back we go in time, the more Jewish all our records of Christianity are.... Scholars disagree on many matters concerning the Gospels, but on one thing they seem almost universally agreed—the Gospels are Jewish.²

If the 1st and early 2nd century JDD reflect a Hebrew Bible understanding of marriage and divorce in first century Palestine, it would seem reasonable to suggest that any exegesis of the Gospel pericopae on divorce and remarriage should give weight to that Jewish frame of reference. To date, the church and academy have failed to do this.³ This omission is particularly detrimental to an understanding of New Testament teaching on marriage and divorce because the relevant Gospel pericopae are so brief. Their very brevity indicates that the Gospel writers expected their intended audience to receive that teaching based on the contemporary Jewish context—any significant new teaching would have had to have been explained more fully.

All eight marriage papyri in the JDD collection reference the Exodus 21:10 ‘triad’ of obligations that the groom is to provide. Although the documents do not give reasons for the divorces referenced, it is difficult not to see that a divorce by a wife would be based on the failure of the husband to do as he had agreed in the contract (that is to provide for his wife), a contract which had been duly signed and witnessed. Although not articulated, rather it appears to be assumed, any divorce by the husband would have been based on the Deuteronomy 24:1–4 teaching: that is, he could divorce his wife if she had been ‘sexually indecent.’

Thus, in Matthew 19:3–9 Jesus answers the question he was asked, which might be paraphrased as: Are the husband’s divorce grounds restricted to sexual immorality? He replies in the affirmative and reinforces the teaching of Deuteronomy 24:1–4. The consternation of the disciples recorded in Mark

² Peter J. Williams, *Can We Trust the Gospels* (Wheaton, Ill.: Crossway, 2018), 22, 78

³ A notable exception is David Instone-Brewer of Tyndale House, Cambridge, UK.

10:10–12 demonstrates how widespread the teaching of the Rabbi Hillel and his followers had become—that is, that husbands could divorce their wives for “any cause” (Matthew 19:3). Furthermore, the prevalence of the Hillel teaching appears to be evidenced in the JDD in that 8 out of 10 of the documents under discussion seem to reference divorce (see analysis below).

The Gospels do not address on what grounds a wife might divorce her husband, but the subject is addressed in 1 Corinthians 7. Paul, despite his Graeco-Roman milieu, declared himself to be a “Hebrew of the Hebrews” (Phil 3:5) and a student of Gamaliel (Acts 22:3), and it is thought by Daube et al. that in the first verses of 1 Corinthians 7, where Paul addresses the mutual sexual obligations of marriage, that there is a clear reflex of Exodus 21:10–11.⁴ The teaching of Paul in the rest of the chapter is consonant with that Exodus teaching.⁵

Thus, an unforced exegesis of the marriage and divorce teaching of the Gospels and 1 Corinthians 7 can be undertaken that is consonant with Hebrew Bible teaching. Not only does the JDD documentary evidence support such an exegesis, so does the social and literary context of New Testament times;⁶ as does the Bible’s marital imagery—where just as in mundane marriage, God and his people are portrayed as being in a conditional, asymmetrical, contractual marital/betrothal union that allowed for divorce and remarriage.⁷

⁴ “An ancient law in Exodus [21:10] provides that ... a man ... may not “diminish” ... [a first wife’s] due. Paul no doubt uses the verb in the same sense when he admonishes married couples to fulfil their mutual obligations and not to ‘defraud’ one another”: Daube, *The New Testament and Rabbinic Judaism*, 365; similarly: Instone-Brewer, *Divorce and Remarriage*, 193; elsewhere Instone-Brewer comments: “This reference to Exod 21:10–11 in 1 Cor 7:3–5 has not been widely recognised” but cites other publications that have: David Instone-Brewer, “1 Corinthians 7 in the Light of the Jewish Greek and Aramaic Marriage and Divorce Papyri,” *TynBul* 52.2 (2001), 233 n. 29

⁵ See: Colin Hamer, *God’s Divorce: Understanding New Testament Divorce and Remarriage Teaching* (London: Faithbuilders, 2017), §8

⁶ See: Instone-Brewer, David. *Divorce and Remarriage in the Bible: The Social and Literary Context*. Grand Rapids: Eerdmans, 2002

⁷ See: Hamer, Colin. *Marital Imagery in the Bible: An Exploration of Genesis 2:24 and its Significance for the Understanding of New Testament Divorce and Remarriage Teaching*. London: Apostolos, 2015

For an analysis of New Testament marriage and divorce teaching see Chapter 10 of my 2015 PhD, awarded by Chester University (UK), and available as a free downloadable PDF at:

<https://chesterrep.openrepository.com/handle/10034/607240>

Also, I have two other relevant papers on academia:

https://www.academia.edu/31071760/New_Testament_Divorce_and_Remarriage_Teaching_Three_Hermeneutical_Keys

https://www.academia.edu/38167508/How_the_Church_Redefined_Marriage_as_a_Neoplatonic_Union_Rather_Than_a_Social_Contract

But the fullest treatment that includes a consideration of pastoral issues can be found in:

Colin Hamer, *God's Divorce: Understanding New Testament Divorce and Remarriage Teaching* (London: Faithbuilders, 2017)

The analysis of the JDD marriage and divorce papyri below is an extract from my 2015 PhD.

The Judaeen Desert Documents

An Introduction

The eight marriage and two divorce papyri under consideration are listed in the table in the Appendix below which includes their SBL nomenclature, their most usual former sigla, presumed date of origin, language, date discovered, and first publication date. There follows a brief description of each document and a translation. They cover a period 72 CE to 131 CE and thus are contemporaneous with the redaction of the New Testament. Cotton suggests that in the absence of the Sanhedrin the marriage contracts in the papyri endeavoured to encapsulate the Jewish understanding of marriage into civil law in the rapidly changing legal situation that existed within Judaism after the destruction of the Temple.⁸

Cotton and Eck, when speaking of the Naḥal Ḥever documents, state:

No doubt the drastic curtailment of Jewish judicial independence—expressed *inter alia* in the dissolution of the Sanhedrin—in the wake of the suppression of the revolt of 66–70 made it all the more necessary to have recourse to a Roman court of law.⁹

Katzoff and Schaps et al. believe that:

Here for the first time one has written evidence on events, private events, of that era as presented by private individuals ... for the history of the Jews it is if anything more compelling [than the Qumran discoveries], giving us for the first time a non-rabbinic window on the actual lives and transactions of people.¹⁰

Cotton states:

⁸ Hannah M. Cotton, “The Languages of the Legal and Administrative Documents from the Judaeen Desert,” *ZPE* 118 (1997), 230–31

⁹ Hannah M. Cotton and Werner Eck, “Roman Officials in Judaea and Arabia and Civil Jurisdiction,” in *Law in the Documents of the Judaeen Desert*, ed. Ranon Katzoff and David Schaps (Leiden: Brill, 2005), 36

¹⁰ Ranon Katzoff and David Schaps, eds., *Law in the Documents of the Judaeen Desert* (Leiden: Brill, 2005), 1–2; also: Satlow, *Jewish Marriage*, 100

[XHev/Se 69] was written in the province of Judaea and not in Arabia, but we should not overlook the essential unity of the Jewish society reflected in all the papyri from the Judaeen Desert, whether they originate in Arabia or in Judaea.¹¹

The place names in the documents are mainly from the eastern Judaeen hill country.¹² Cotton comments:

I maintain ... that they are representative of Jewish society as a whole in the period under discussion. They present a faithful picture of the realities of life at the time that they were written.¹³

Thus, although post-dating the Second Temple period, they are thought to accurately reflect Jewish marriage practices of that era.

The Background to the Judaeen Desert Documents

In November 1951 Roland De Vaux was offered fragments of papyri that he was told had come from the vicinity of Qumran. In the following January the trail led to the Wadi Murabba'at, a ravine which runs from the Judaeen desert east of Bethlehem to the Dead Sea, some 25 km south east of Jerusalem and 18 km to the south of the first of the Qumran caves.¹⁴ In the subsequent excavations at the Wadi Murabba'at, one papyrus was found that documented a divorce, and four that documented marriages. All of them dated from the first and second centuries CE. They were published in Benoit et al. in 1961 and subsequently catalogued as Mur 19, Mur 20, Mur 21, Mur 115, and Mur 116.

¹¹ Hannah M. Cotton, "A Cancelled Marriage Contract from the Judaeen Desert," *JRS* Vol. 84 (1994), 65

¹² Safrai analyses the geography of the documents: Ze'ev Safrai, "Halakhic Observance in the Judaeen Desert," in *Law in the Documents of the Judaeen Desert* (ed. Ranon Katzoff and David Schaps; Leiden: Brill, 2005), 206–11

¹³ Hannah M. Cotton, "The Rabbis and the Documents," in Martin Goodman, ed., *Jews in a Graeco-Roman World* (Oxford: Oxford University Press, 1998), 172–73

¹⁴ Pierre Benoit, Jozef T. Milik, and Roland De Vaux, *Discoveries in the Judaeen Desert II: Les Grottes de Murabba'at* (Oxford: Oxford University Press, 1961),

In August 1952 Bedouin handed in other papyri, including the Greek cancelled marriage document now catalogued as XḤev/Se 69 and first published in 1994. In 1956 Jozef T. Milik, an associate of De Vaux, said that he possessed a further divorce papyrus.¹⁵ It was thought, like XḤev/Se 69, to be from Wadi Seiyal (otherwise known as Naḥal Se'elim) which is 25 km south of Wadi Murabba'at and 4 km north of Masada; this document (XḤev/Se 13) was first published by Yardeni in Hebrew in 1995, and by Cotton and Yardeni in English in 1997.¹⁶ It is now believed that most, if not all the documents that were initially thought to have come from Naḥal Se'elim, actually originated in Naḥal Ḥever (20 km south of Wadi Murabba'at).¹⁷

The Relevance of Written Marriage Contracts

Instone-Brewer comments that most marriages in the ancient Near East were enacted by verbal ceremony without any written contract.¹⁸ Satlow points out that the written contract did not make the marriage:

These contracts were almost certainly not constitutive of marriage: the marriage existed with or without the document. All marriage contracts in antiquity, whether Jewish or not, focused primarily on economic relations, occasionally giving some attention to the way that spouses should treat each other. The purpose of Jewish marriage documents was not to create the marriage, but to clarify and codify economic obligations within it. A woman (and her family), for example, wanted a

¹⁵ Jozef T. Milik, "Le travail d'édition des manuscrits du Désert de Juda," *VTSup* 4 (1956), 21

¹⁶ Ada Yardeni, *Naḥal Se'elim Documents (Hebrew)* (Israel: Ben-Gurion University of the Negev Press & the Israel Exploration Society, 1995); Hannah M. Cotton and Ada Yardeni, "Aramaic, Hebrew and Greek Documentary Texts from Naḥal Ḥever and Other Sites: With an Appendix Containing Alleged Qumran Texts The Seiyāl Collection II" in *Discoveries in the Judaean Desert XXVII*, ed. Emmanuel Tov (Oxford: Oxford University Press, 1997)

¹⁷ Craig A. Evans, *Ancient Texts for New Testament Studies* (Peabody, Mass.: Hendrickson, 2005), 139; Hannah M. Cotton, "The Archive of Salome Komaïse Daughter of Levi: Another Archive from the 'Cave of Letters'," *ZPE* 105 (1995), 171

¹⁸ David Instone-Brewer, *Divorce and Remarriage in the Bible: The Social and Literary Context* (Grand Rapids: Eerdmans, 2002), 11

concrete, legally actionable guarantee that her dowry would be returned or passed to her (male) children when the marriage ended. She wanted assurance that her husband would provide her with clothing and food. The marriage contract was a civil contract that ordered these relations.¹⁹

Thus it cannot be assumed that written contracts were the norm, but Archer, on the basis of the written bill of divorce in Deuteronomy 24, speculates that written instruments in connection with marriage were not unusual.²⁰

The Significance of Greek Language and Legal Instruments

Instone-Brewer comments:

Palestinian Jews in the first two centuries used both the Greek and Aramaic languages in their marriage documentation ... both appeared to have equal standing. The most likely reason for using a Greek form of contract is greater legal respectability and perhaps enforceability.²¹

Cotton states:

the use of Greek by Jews has no ideological implications: it should not be mistaken for the hellenization of the writer nor be taken as evidence for his political and national sentiments.²²

And that: “The Babatha Archive has taught us that the resort to Greek in legal documents does not reveal Hellenized Jews: their signatures and subscriptions in Aramaic prove the opposite.”²³

While Cotton suggests that the use of the Greek language does not indicate Hellenisation she nonetheless believes that the resulting marriage contracts had

¹⁹ Michael L. Satlow, *Jewish Marriage in Antiquity* (Princeton, N.J.: Princeton University Press, 2001), 84

²⁰ Léonie J. Archer, *Her Price is Beyond Rubies: The Jewish Woman in Graeco-Roman Palestine* (Sheffield, England: Journal for the Study of the Old Testament Supplement 60. Sheffield Academic, 1990), 171

²¹ Instone-Brewer, “1 Corinthians 7 in the Light of the Jewish Papyri,” 230

²² Hannah M. Cotton, “The Languages of the Legal and Administrative Documents from the Judaean Desert,” *ZPE* 118 (1997): 228

²³ Cotton, “A Cancelled Marriage Contract,” 77

non-Jewish elements, for example, the obligation in 5/6Hev 37 for the groom to follow Greek law and custom in providing for children to come. Thus she believes the document cannot be described as a Jewish *ketubah*;²⁴ she makes similar comments about 5/6Hev 18: “These Jews felt free to use legal forms which went together with the use of the Greek language.”²⁵

Katzoff accepts that there was a synthesis of elements in his analysis of 5/6Hev 18 but believes that Jewish elements dominate;²⁶ it seems the dowry is a feature from Greek marital practices and Lewis sees evidence of it in this papyrus.²⁷ However, Katzoff suggests any overlapping similarities with other cultures are not necessarily a sign that Jewish families were importing other influences into their own marriage beliefs and practice.²⁸ Wasserstein speculates (like Cotton) that Jewish families had two contracts drawn up, a traditional Jewish *ketubah*, and a separate contract for the Greek courts;²⁹ however, he believes 5/6Hev 18 is a typically Greek-style contract *contra* Katzoff.³⁰

Betrothal and Marriage Payments

Lemos comments that the giving of a *mohar* (the bride-price paid by the groom to the father of the bride) is not well evidenced in the Hellenistic period (although, like Satlow, she sees evidence of betrothal in Matt 1:18–19).³¹ The financial transactions in the documents are ambiguous due in part to their fragmentary nature, it is not always clear if any payment from the groom to the bride is in the tradition of the *mohar*; or a *ketubah*, where the payment is in effect a delayed *mohar* claimable on a dissolution of the marriage. Cotton sees

²⁴ Cotton, “The Archive of Salome Komaise,” 206

²⁵ Cotton, “A Cancelled Marriage Contract,” 84

²⁶ Naphtali Lewis, Ranon Katzoff, and Jonas C. Greenfield, “Papyrus Yadin 18,” *IEJ* 37 (1987), 236

²⁷ Lewis, Katzoff, and Greenfield, “Papyrus Yadin 18,” 230–34

²⁸ Ranon Katzoff, “Papyrus Yadin 18 Again: A Rejoinder,” *JQR* 82 (1991), 172

²⁹ A. Wasserstein, “A Marriage Contract from the Province of Arabia Nova: Notes on Papyrus Yadin 18,” *JQR* 80 No.1/2 (Jul-Oct 1989): 120–21

³⁰ Wasserstein, “A Marriage Contract,” 108

³¹ T. M. Lemos, *Marriage Gifts and Social Change in Ancient Palestine: 1200 BCE to 200 CE* (New York: Cambridge University Press, 2010), 83, 87–88; Satlow, *Jewish Marriage*, 71–73

evidence of a *ketubah* tradition in 5/6Hev 10, *contra* Satlow: “[in the JDD] there is not a single unambiguous reference to the *ketubah* payment.”³² Furthermore, scholars differ over the terminology to be used: for example, Satlow calls a payment to the bride from the groom in 5/6Hev 18, rather than a *mohar*, a “dowry addition”—while Lemos calls the payment there, and in 5/6Hev 10, an “indirect dowry.”³³

However, what is significant for this paper is the evidence of any payments made or promised by the groom to secure his bride—Cotton sees such payments as the key to determine whether or not a marriage was ‘Jewish.’³⁴ Instone-Brewer says when referring to the Aramaic 5/6Hev 10: “As in all Jewish Aramaic and Hebrew contracts, the main financial transaction is a gift from the groom, not from the bride’s family.”³⁵

In the Greek contracts Cotton suggests that four of the five reference dowries, including 5/6Hev 18. In that document, although a payment clearly goes from the groom to the bride, she seems reluctant to accept it as evidence of a Jewish *mohar* or a *ketubah* addition.³⁶

The relevant section has:

Cimber [the bridegroom] ... owes Shelamzion his wife ... three hundred denarii which he promised to give her in addition to the sum of her aforestated bridal gift, all accounted toward her dowry, pursuant to his undertaking of feeding and clothing both her and the children to come.³⁷

³² Cotton, “A Cancelled Marriage Contract,” 82–83; Michael L. Satlow, “Reconsidering the Rabbinic *Ketubah* Payment,” in *The Jewish Family in Antiquity*, ed. Shaye J. D. Cohen (Atlanta, GA: Brown Judaic Studies, 1993), 137

³³ Satlow, *Jewish Marriage*, 201–02; Lemos, *Marriage Gifts*, 87

³⁴ Cotton, “A Cancelled Marriage Contract,” 82; Archer also points out that, alongside the change from *mohar* to *ketubah* rabbinic Judaism also accepted the dowry into the marriage contract: Archer, *Her Price is Beyond Rubies*, 168–70

³⁵ David Instone-Brewer, “1 Corinthians 7 in the Light of the Jewish Greek and Aramaic Marriage and Divorce Papyri,” *TynBul* 52.2 (2001): 232

³⁶ Cotton, “A Cancelled Marriage Contract,” 83–84

³⁷ All translations of the JDD are as per the Appendix.

But Yiftach-Firanko believes that this payment is not typical of a Greek contract:

Considering the financial transactions brought about by the marriage, we find a completely different mechanism in the Judaeen documents from that known in the contemporary Greek papyri from Egypt ... the Judaeen documents show two crucial peculiarities. First is the husband's obligation to the bride of 150% of the value of her dowry, documented in line 13-15 of Yadin 18 [5/6Hev 18]. A contribution on the part of the husband is not evident in Egypt before the fourth century CE. It seems that even in Arabia it was not a well-known institution, for the author of Yadin 18 does not seem to have been able to find an appropriate legal term for it.³⁸

However, Lemos sees that a decline of the *mohar* in the Second Temple period is demonstrated in the JDD and Bickerman accepts that by the second century CE the 'alien' dowry had become an accepted fact in Jewish marriage.³⁹

In summary, it can be said that although there was no clear dowry system in the Hebrew Bible such a marriage payment came into Jewish marriage customs in the intertestamental period and that this is the situation reflected in the marriage papyri under consideration. In this matter the Jewish community reflected Greek practice, but it seems in some marriages the groom had also made a payment to secure his bride.

The Groom's Maintenance Clause

The wording of the groom's maintenance clause obligating the groom to clothe and feed (and in some contracts provide conjugal relations for) his wife appears to originate in Exodus 21:10.⁴⁰ Instone-Brewer says of the documents: "All of

³⁸ Uri Yiftach-Firanko, "Judaeen Desert Marriage Documents and Ekdomosis in the Greek Law of the Roman Period," in *Law in the Documents of the Judaeen Desert* (ed. Ranon Katzoff and David Schaps; Leiden: Brill, 2005), 81–82

³⁹ Lemos, *Marriage Gifts*, 87; Elias Joseph Bickerman, "Two Legal Interpretations of the Septuagint," in *Studies in Jewish and Christian History (Ancient Judaism and Early Christianity)* (ed. Amram Tropper; Leiden: Brill, 1976), 202–3

⁴⁰ Thus: Yigael Yadin et al., eds., *The Documents from the Bar Kokhba Period in the Cave of Letters: Hebrew, Aramaic and Nabatean-Aramaic Papyri* (Jerusalem: Israel Exploration Society, 2002), 134–35

them contain a phrase referring to the obligation to clothe and feed. Like Greco-Roman contracts, these obligations are incumbent only on the man.”⁴¹ An analysis confirms this:

Mur 20:

3. You shall be my wife according to the law of Mo[ses ... and me I shall feed and clothe you, from today for]

4. Always, from my property and upon [me is the duty of/I am giving you the *mohar* of your virginity ...].

The reconstruction is supported by lines 9 and 10:

9. Until marriage. Or if I [go] to the house [of eternity before you, you will dwell ...]

10. And you will be nourished and clothed [all the days, in the house of our children throughout the time of].

Mur 21:

11. According to the law, th[ey a]re to live [in] my house and [be] nourished fr[om my possessions ... until]

12. To marriage [and even a]fter [me (my death) wi]th you until their marriage. [I]f you [go] to [the House of eternity] bef[ore me].

Mur 115 demonstrates that Eleaios (the groom) acknowledges receipt of the dowry that will be used to help maintain his wife Salome:

8. And against (?) his goods. If [...] and of the children which she has and which she may have

9. By him, sons and daughters that [...] that she may have by him, they will be nourished and clothed with the help of

10. The goods that the same Eleaios [...] If at the same Eleaios son of Simon happens to die before the same

⁴¹ Instone-Brewer, *Divorce and Remarriage*, 215

11. Salome or if she [... it will nourish and clothe Sa]lome with the help of the goods [...] the above.

Mur 116 has a similar groom's provision as that of Mur 20 and it seems reasonable to accept this also as evidence of a lifetime responsibility for the husband:

8. ... If Aurelios before Salo-

9. me happens to die Salome will be nourished and clothed from the

10. Fortune of Aurelios all the time that she wishes to remain a widow.

XH̄ev/Se 69 acknowledges the dowry and states:

10. wedded (wife) so that Selampious is nourished and cloth[ed ... upon the security of all his posse-

11. ssions both those which he has now and those which he will acquire. And in the event of the death of

12. [] the male children or if heirs

13. [] the daughters will be nourished and clothed[

14. [] and if he who is mentioned before[

15. [] five hundred denarii.

5/6H̄ev 10 (italics indicate that the Aramaic is uncertain):

5. as a wif[e (**or**: in wife[hood) according to the la]w of Moses and the J[u]daeans. And I will [feed] you and cl[othe] you (**or**: and I will re[mit] to you, pursuant to your *mo[har]*), and pursuant to your *ketubba*, I will bring you into (my house).

6. And you have a binding claim on me (for) silver (in the amount of) four hundred denarii (*zuzin*), which equal one hundred T[y]rian (tetradrachms), whatever

7. she (!=you) may wish to take and to ... from the *dowry*, together with the rightful allocation of your food, and your clothing and your *bed*,

5/6Hev 18:

Judah called Cimber acknowledged that he has received from her by hand forthwith from Judah her father and owes Shelamzion his wife together with another three hundred denarii which he promised to give her in addition to the sum of her aforestated bridal gift, all accounted toward her dowry, pursuant to his undertaking of feeding and clothing both her and the children to come.

5/6Hev 37:

Yeshu'a, acknowledged that he has received from her on the present day feminine adornment in silver and gold and clothing and other feminine articles equivalent in appraised value to the [stated sum of] money, with his undertaking to feed and clothe both her and her children to come.

It seems the husband's duty to maintain his bride in his life-time was presumed, thus much of the comment in the papyri is on the husband's liability for this after the death of either partner, possibly because such is not articulated in Exodus 21:10.

Divorce and Remarriage

Mur 19 is certainly a divorce certificate; XHev/Se 13 is either a divorce certificate, or the renunciation of claims in the aftermath of a divorce; Mur 20 and Mur 21 mention what is to happen in the event of a divorce; Mur 115 is the remarriage of a couple after they had been divorced. Thus five of the ten papyri unambiguously reference divorce. Satlow, based on other documents in the Babatha archive, speculates that Salome Komaïse, the bride in 5/6Hev 37 had divorced her previous husband.⁴² XHev/Se 69 is a cancelled marriage contract—either cancelled on the death of one of the partners or after a divorce, and 5/6Hev 18 also appears to reference divorce (as below). Satlow comments:

It is possible that the relatively numerous testimonies in these documents to divorce are a function of ancient source preservation—that is, divorce was accompanied by documents that both parties want

⁴² Satlow, *Jewish Marriage*, 99–100

to save—but it is also likely that divorce among these Jews was neither difficult nor uncommon.⁴³

The wording of Mur 19 appears to make the right to remarriage after divorce clear: “you [the divorced wife] are free to go and become the wife of any Jewish man that you wish.” Instone-Brewer comments that the purpose of the divorce certificate was to enable the woman to remarry.⁴⁴ Epstein endorses this position.⁴⁵ As regards wife-initiated divorces there is ambiguity in 5/6Hev 18 and Katzoff comments:

The phrase [in 5/6Hev 18], ‘whenever she may demand it of him,’ it has been suggested, is intended to provide the woman with a right to divorce on demand, a right, so it is claimed, recognized by the Jewish community in talmudic times ... unfortunately discussion of this issue has suffered from a lack of such clarity as might have been achieved by the use of strictly defined terms. It is necessary to distinguish between the notions of ‘power’ and ‘right’.... In the rabbinic law of divorce, then, only the husband has the *power* to divorce. That is to say, only the action of the husband by his own will can effect a divorce, by delivering to the wife a properly written and witnessed bill of divorce. His action is both necessary and sufficient. No action on the part of the woman can effect a divorce.... On the other hand, under certain conditions, the wife may have a *right* to divorce, that is, may expect the courts on her behalf to require the husband to exercise his power to divorce her.⁴⁶

So Katzoff is not persuaded that the wording in 5/6Hev 18 refers to a wife’s power to divorce. Nonetheless his point about the difference between the ‘power’

⁴³ Michael L. Satlow, “Marriage Payments and Succession Strategies in the Documents from the Judaean Desert,” in *Law in the Documents of the Judaean Desert* (ed. Ranon Katzoff and David Schaps; Leiden: Brill, 2005), 60

⁴⁴ Instone-Brewer, *Divorce and Remarriage*, 28

⁴⁵ Louis M. Epstein, *The Jewish Marriage Contract: A Study in the Status of the Woman in Jewish Law* (New York: Jewish Theological Seminary, 1927; repr., Clark, N.J.: Lawbook Exchange, 2004), 200

⁴⁶ Lewis, Katzoff, and Greenfield, “Papyrus Yadin 18,” 243–44

and the 'right' is an important one—and one Brody endorses.⁴⁷ As regards XḤev/Se 13 there are three positions:

1. The document is a renunciation of a wife's claim on her husband after he has divorced her.
2. The document is a renunciation of a wife's claim on her husband after she has divorced him.
3. The document is a divorce certificate issued by a wife to her husband.

The first is favoured by Brody; the second by Cotton, and the third by Instone-Brewer and Ilan.⁴⁸ Ilan is particularly persuasive in presenting her position, which takes into account the views expressed in a debate about this papyrus in the *Harvard Theological Review*.⁴⁹

Satlow appears to agree with the thrust of Ilan's thesis in that he suggests that a wife could initiate (if not enact) a divorce in the pre-rabbinic period and that this right was removed in later rabbinic Judaism.⁵⁰ However, if Ilan's thesis about

⁴⁷ Robert Brody, "Evidence for Divorce by Jewish Women," *JSL*, No. 2 (Autumn 1999), 230. At the time of writing this paper neither a husband nor a wife in the UK legal system has the power to divorce, such being vested in the courts—but both have a right to a divorce.

⁴⁸ Brody, "Evidence for Divorce by Jewish Women," 230–34; Hannah M. Cotton and Elisha Qimron, "XḤev/Se ar 13 of 134 or 135 C.E: A Wife's Renunciation of Claims," *Journal of Jewish Studies* 49 (1998), 108–18; Instone-Brewer, *Divorce and Remarriage*, 88–89; Tal Ilan, *Integrating Women into Second Temple History* (Peabody, MA: Hendrickson, 2001), 253–62

⁴⁹ Ilan, *Integrating Women*, 253–62; Tal Ilan, "The Provocative Approach Once Again: A Response to Adiel Schremer," *HTR* Vol. 91, No. 2 (April 1998), 203–04; Tal Ilan, "A Correction: On a Newly Published Divorce Bill from the Judaean Desert," *HTR* Vol. 90, No. 2 (April 1997), 225; Tal Ilan, "On a Newly Published Divorce Bill from the Judaean Desert," *HTR* Vol. 89, No. 2 (April 1996), 195–202

⁵⁰ "In ancient Semitic law, and among Jews in the prerabbinic period, the right of divorce was bilateral: a husband or wife could initiate a divorce. Some (most?) Jews in first-century Palestine may have also allowed a woman to initiate a divorce.... It seems probable to me that when tannaitic law deprived Jewish women of their right to initiate divorce, *it also attempted to compensate for this loss by offering the protection of the ketubba payment*": Satlow, *Jewish Marriage*, 214

XHev/Se 13 is accepted, would any suitor be convinced by such a certificate signed by a wife? If the certificate was subsequently repudiated by her former husband, or otherwise disputed, the new husband would *de facto* be guilty of adultery. It might be thought any prospective husband, to obviate such a risk, would seek some confirmation from the former husband of the validity of the certificate thus casting doubt on the practical usefulness of such.

If Katzoff's point about the difference between the power and the right to divorce is taken into account it means that Cotton, Ilan, Instone-Brewer, and Satlow all see that wife-initiated divorces were possible at this time and demonstrated to be so in the papyri under consideration.

Summary: The Judaean Desert Documents

Any syncretism apparent in the Greek marriage papyri that the Jewish families signed is only meaningful for the purposes of this paper if it could be demonstrated that the contracts indicated they had departed from ancient Israel's marital practices in a significant way. Certainly, the dowry is an alien import, but it can be seen from the papyri that the focus of the marriage documents is on the groom's material support of his bride—the marriage payments were, it seems, simply a means to that end. Although this support for the wife was not a specifically Jewish expectation, several do see that the origin of the phrasing in the Jewish marriage contract was rooted in Exodus 21:10.⁵¹

The documents do not give the reasons for the divorces referenced, but it would be a clear breach of contract if the groom failed in his provision of the Exodus 'triad.' It seems that the obligation for the bride to be sexually pure is assumed

⁵¹ For example: Yigael Yadin et al., eds., *The Documents from the Bar Kokhba Period in the Cave of Letters: Hebrew, Aramaic and Nabatean-Aramaic Papyri* (Jerusalem: Israel Exploration Society, 2002), 134–35; Rabinowitz, although not commenting on the JDD (his article pre-dating their publication), references Graeco-Egyptian marriage contracts and believes that the requirement for the husband to 'supply the proper necessities to the wife' is derived from Exod 21:10, and sees such as being reflected in the Aramaic Elephantine contracts: Jacob J. Rabinowitz, "Marriage Contracts in Ancient Egypt in the Light of Jewish Sources," *HTR* 46. No. 2 (April 1953), 95–97

in the contracts (as outlined in Deuteronomy 24:1–4), and thus any divorce by the groom would be based on that.

Colin Hamer

5 March 2019

Chart and translations are in the Appendix below.

Appendix: Judaean Desert Documents Chart

SBL reference	Former sigla	Date of origin	Language	Discovered	First published	Location
Marriage:						
Mur 20	DJD II 20	117 CE	Aramaic	1952	1961	Murabba'at
Mur 21	DJD II 21	Early 2nd CE	Aramaic	1952	1961	Murabba'at
Mur 115	DJD II 115	124 CE	Greek	1952	1961	Murabba'at
Mur 116	DJD II 116	Early 2nd CE	Greek	1952	1961	Murabba'at
XHev/Se 69	P.Hev 69	130 CE	Greek	1952	1994	Naḥal Hever
5/6Hev 10	P.Yadin10 (Babatha's <i>Ketubah</i>)	125-128 CE	Aramaic	1961	1994	Naḥal Hever
5/6Hev 18	P.Yadin18	128 CE	Greek	1961	1989	Naḥal Hever
5/6Hev 37	XHev/Se gr 65	131 CE	Greek	1961	1989	Naḥal Hever
Divorce:						
Mur 19	DJD 19	72 CE	Aramaic	1952	1961	Murabba'at
XHev/Se 13	Se'elim13	130 CE	Aramaic	1952	1995	Naḥal Hever

Judaeen Desert Documents Translations

Mur 20

1 The Document

“[An] Aramaic marriage contract, concluded in Hardona, 5km from Jerusalem”; possibly dating from 117 CE—or as early as 51 CE or 65 CE.⁵² It was found in the Wadi Murabba’at in 1952.

2 First Published

De Vaux, Roland, Jozef T. Milik, and Pierre. Benoit. *Les Grottes de Muraba’at*. Discoveries in the Judaeen Desert II. Oxford: Oxford University Press, 1961.

3 Translation of the Text

1. [On] the seventh of Adar, the year ele[ven at Haradona, Yehuda son of Yo...
2. Son of] Manasseh, of the sons of Eliashib [living at Haradona, said to...daughter of...
3. Yo]u shall be my wife according to the law of Mo[ses...and me I shall feed and clothe you, from today for]
4. Always, from my property and upon [me is the duty of/I am giving you the *mohar* of your virginity...]
5. Of good coinage, the sum of [200] zuzin...[
6. And] it shall be valid. And if you are divorced from me I will return the money of your *kethubah* and all that you have brought to my house.
7. I]f you go to the house of eternity [before me, sons which you have by me will inherit your *kethubah*...

⁵² Thus Cotton, who furthers states: “Milik assumed that ‘year 11’ refers to the era of the province of Arabia, thus yielding the year 116/7. Since Judaea did not have its own a provincial era, ‘year 11’ is likely to refer to a regnal year of an emperor. Claudius or Nero could easily fit the lacuna, i.e. 51 CE or 65 CE”: Cotton, “The Languages of the Documents,” 224.

8. According to] the law. And if there shall be daughters which you shall have by me, they shall live in my house and shall be maintained from my goods.
9. Until marriage. Or if I [go] to the house [of eternity before you, you will dwell...]
10. And you will be nourished and clothed [all the days, in the house of our children throughout the time of]
11. Your widowhood, af[ter me (my death) and until your death/you cannot be prevented from living in my house. All the goods that I have and that
12. I shall acquire are guarantees and sure[ties for your *kethuba*...]
13. An in favour of your heirs against every [counter-claim...And at whatever time you ask it of me, I will renew]
14. For you the document as long as I am alive

Translation:

Léonie J. Archer, *Her Price is Beyond Rubies: The Jewish Woman in Graeco-Roman Palestine* (Sheffield, England: Journal for the Study of the Old Testament Supplement 60. Sheffield Academic, 1990), 291-92.

Mur 21

1 The Document

A marriage contract written in Aramaic found in the Wadi Murabba'at in 1952 dating from the early 2nd century.

2 First Published

De Vaux, Roland, Jozef T. Milik, and Pierre. Benoit. *Les Grottes de Muraba'at*. Discoveries in the Judaean Desert II. Oxford: Oxford University Press, 1961.

3 Translation of Text

1. [On the twenty first of the month]... the year... [Menahem son of...
2. took as wife Le'uton, daughter of [...
3. ...[*hb* Le'uth[on/Le'uth[on has given as dowry
- 4.
5. ...] guarant[ee from all th[at he possesses...]
6. [On the twen[ty the fir]st...Menahem, son of...living at...said to
Le'uthon
7. Daughter of...a living at] 'Ain [...you shall] be [my wife]
- 8.
9. ...I]f I di[vorce you...]
10. I will return [to you the money of] your [*ke*] *thubah* and everything
that is [yours that is with] me And if [there be] child[ren (daughters)
by me]
11. According to the law, th[ey a]re to live [in] my house and [be]
nourished fr[om my possessions... until]
12. To marriage [and even a]fter [me (my death) wi]th you until their
marriage. [I]f you [go] to [the House of eternity] bef[ore me]
13. The sons which you [shall have] by me [will inherit] the money of
your *kethubah* and [all] of you[rs that is with me and that is written]
above

14. Inside and out[side. I]f I go to that hou[se] be[fore you, you are to dwell]
15. And be nourished [from my possession] all the days in the house of [f our sons]s, the house of your widow[hood until]
16. Your death [and] your [*keth*] *ubah*... is yours [...]
17. And I Menahem [son of...], which is on the part of Le'[u]th[o]n [...]
18. And I Le'uth[on daughter of...] that which [is written] above.
19. And at (any) [ti]me that you [ask me I will replace for you the doc[ument]
20. [As long as] I am alive...

Translation:

Léonie J. Archer, *Her Price is Beyond Rubies: The Jewish Woman in Graeco-Roman Palestine* (Sheffield, England: Journal for the Study of the Old Testament Supplement 60. Sheffield Academic, 1990), 292-94.

Mur 115

1 The Document

A marriage document written in Greek dating from 124 CE found in Wadi Murabba'at in 1951.⁵³

2 First Published

De Vaux, Roland, Jozef T. Milik, and Pierre. Benoit. *Les Grottes de Muraba'at*. Discoveries in the Judaean Desert II. Oxford: Oxford University Press, 1961.

3 Translation of Text

1. In the seventh year of the emperor Trajan Hadrian Caesar Augustus, under the consuls Manius Acilius Glabrio and Bellicius Torquatas, the fourteenth before the Calends of November
2. Which is the fifteenth of Dystros at Bethbassi... of the toparchy of the Herodion. It has been agreed and concluded by Eleaios son of Simon of the village of Galoda which is under Aqraba
3. Living in the village of Betharda which is under Gophna, with regard to Salome daughter of John Galgoula, who was once married to the same Eleaios. Then it previously happened that the same Eleaios
4. Son of Simon did divorce and repudiate Salome daughter of John Galgoula [...] for the sake of communal life (?), now the same Eleaios son of Simon is agreed
5. To be reconciled again and retake the same Salome daughter of John Galgoula as legitimate wife with a 'dowry' of 200 *denars*, which make 50 tyrian shekels, amount which

⁵³ Cotton comments: "This is a contract of remarriage between Elaios son of Shim'on who came 'from the village of Galoda of Akrabatta, but [was] an inhabitant of Batharda of Gophna' – both in Samaria – and his former wife Salome daughter of Yohanan Galgoula": Cotton, "The Languages of the Documents," 229.

6. The same Eleaios son of Simon and recognized (acknowledged) having being counted (to him?) [...] the above written at 200 denars... as dowry on the part of Salome's daughter of John Galgoula...
7. [...] Salome daughter of John Galgoula against (?) the same son of Simon her husband (?)...
8. And against (?) his goods. If [...] and of the children which she has and which she may have
9. By him, sons and daughters that [...] that she may have by him, they will be nourished and clothed with the help of
10. The goods that the same Eleaios [...] If at the same Eleaios son of Simon happens to die before the same
11. Salome or if she [... it will nourish and clothe Sa]lome with the help of the goods [...] the above
12. Mentioned 200 *denars* of that which concerns the dowry. If Salome daughter of John Galgoula happens to die before the same Eleaios , the sons
13. Which she may have by him... will inherit [...] death [...] besides their share
14. Of the paternal inheritance... [with their half-] brothers. If... (prior?) claim(?)
- 15.
16. Right of execution belong to the same Salome daughter of John Galgoula and to any other who will act [in her place]/who presents himself for her [in lieu of her]...Salome (right) on
17. Eleaios son of Simon her husband and on (all) his goods, those which he has and those which he may acquire... (execution) in whatever form.
18. That the executor should choose; this contract being valid [...] presented legally [...]
- 19.

20. (repeated of opening formula, very fragmentary)

21.

22.

Translation:

Léonie J. Archer, *Her Price is Beyond Rubies: The Jewish Woman in Graeco-Roman Palestine* (Sheffield, England: Journal for the Study of the Old Testament Supplement 60. Sheffield Academic, 1990), 295-96.

Mur 116

1 The Document

Portion of a marriage contract written in Greek found in 1952 in the Wadi Murabba'at dating from the first half of second Century CE⁵⁴

2 First Published

De Vaux, Roland, Jozef T. Milik, and Pierre. Benoit. *Les Grottes de Muraba'at*. Discoveries in the Judaeen Desert II. Oxford: Oxford University Press, 1961.

3 Translation of Text

- 1.
- 2.
- 3.
4. ... if she (?) nourishes the daughters and gives them in marriage... [If Salome before Aurelios]
5. Happens to die sons which she will have by hi[m...] will inherit
6. The dowry and those written above [...
7. [They will have moreover divide] all the inheritance of the fortune of Aurelios
8. With the (half) brothers which they may (?) have. If Aurelios before Salo-
9. me happens to die Salome will be nourished and clothed from the
10. Fortune of Aurelios all the time that she wishes to remain a widow...
But if she wishes
11. To leave after his death or if she sends in her place...
12. ... [she will recover the *kethubah* of] 2000(!) *denars*
13. ...

Translation:

Léonie J. Archer, *Her Price is Beyond Rubies: The Jewish Woman in Graeco-Roman Palestine* (Sheffield, England: Journal for the Study of the Old Testament Supplement 60. Sheffield Academic, 1990), 297.

⁵⁴ Cotton, "The Languages of the Documents," 229.

XHēv/Se 69 (Hēv 69)

1 The Document

A cancelled marriage contract in Greek dating from 130 CE found in August 1952 and believed to be from the Naḥal Hēver caves, Cotton states: “The date of cancellation of our contract is unknown, except that it was after 130 CE”⁵⁵

2 First Published

Cotton, Hannah. “A Cancelled Marriage Contract from the Judaeen Desert.” *Journal of Roman Studies* Vol. 84 (1994): 64-86.

3 Translation of Text

1. In the fourteenth year of the Emperor T[rajan Hadrian Caesar Augustus, in the consul-
2. ship of Marcus Flavius Aper and Quintus Fabius [Catullinus
3. in Aristoboulias of the Zephine. Sela.e[] gave in marriage[her daughter (?) Selampious
4. through Bork.. 'Agla, her guardian for this matter[
5. to 'Aqabas son of Meir from the village of Iaqim [of the Zephene she bringing
6. to him on account of bridal gift of the dowry(?) in si[lver and gold ... all appraised in
- money value as five
7. hundred denarii which are the equivalent of [one hundred and twenty five] staters, [and the groom acknowledges
8. to have received and to hold from her[....
9. five hundred denarii forthwith by hand [
10. wedded (wife) so that Selampious is nourished and cloth[ed ... upon the security of all his posse-

⁵⁵ “The document [XHēv/Se 69] published for the first time here is among the few Greek papyri which together with Aramaic and Nabataean papyri were brought to the Rockefeller Museum in Jerusalem . . . in August 1952 by Bedouin, who claimed to have found them in Wadi Seiyal, whence the designation *P.Se'elim*; nevertheless they are now generally believed to come from the Caves of Naḥal Hēver”: Cotton, “A Cancelled Marriage Contract,” 66, 76.

11. ssions both those which he has now and those which he will acquire.
And in the event of the death of[
12. [] the male children or if heirs
13. [] the daughters will be nourished and clothed[
14. [] and if he who is mentioned before[
15. [] five hundred denarii [
- 16.

Translation:

Cotton, Hannah. "A Cancelled Marriage Contract from the Judaeian Desert."
Journal of Roman Studies Vol. 84 (1994): 68.

5/6Hev 10 (P.Yadin 10)

1 The Document

A marriage contract written in Aramaic found in 1961 in the Cave of Letters.⁵⁶
It dates from between 125 and 128 CE⁵⁷

2 First Published

Yadin, Yigael, Jonas C. Greenfield, and Ada Yardeni. "Babatha's Ketubba."
Israel Exploration Journal 44 (1994): 75-101

3 Translation of Text

1. [On] the [thi]rd of Adar in the consulship of[
2. [...]...[...]
3. [...] you [...]
4. [... from 'Ei]n Ged[i...that you will be to me (**or:** Be to me)]
5. as a wif[e (**or:** in wife[hood) according to the la]w of Moses and the
J[u]daeans. And I will [feed] you and cl[othe] you (**or:** and I will
re[mit] to you, pursuant to your *mo[har]*), and pursuant to your
ketubba, I will bring you into (my house).
6. And you have a binding claim on me (for) silver (in the amount of)
four hundred denarii (*zuzin*), which equal one hundred T[y]rian
(tetradrachms), whatever
7. she (!=you) may wish to take and to ... from the *dowry*, together with
the rightful allocation of your food, and your clothing and your *bed*,
8. the (fitting) sustenance of a free (=married) woman. Or (**or:**which is)
the sale value of silver (in the amount of) [f]our hundred de[n]arii
(*zuzin*) which are (equal to) one hundred tetradrachms (= *sil'in*).

⁵⁶ "The document published here (P.Yadin 10) was discovered by the expedition led by Yigael Yadin to the Cave of the letters in Naḥal Ḥever as part of the second campaign in the Judean desert, which took place in the spring of 1961": Yigael Yadin, Jonas C. Greenfield, and Ada Yardeni, "Babatha's Ketubba," *IEJ* 44 (1994): 75.

⁵⁷ "By 128 CE, but perhaps as early as 125 CE, Judah had taken Babatha as a second wife": Satlow, *Jewish Marriage*, 98.

9. Whatever you wish *to* take and to...[.... from (the) *dow*]ry together with the right(ful allocation of your[food], and your *bed*
10. and your clothing as (is fitting) for a free (=married) woman. And if you are taken captive, I will redeem you, from my “house” and estate,
11. [and I will rest]ore you as a wife, [and (the amount due on)] your *ketubba* will remain as a binding claim on me as (**or**:according to)...[...][...]
- 12-13. [*and if you should go to your eternal home before me, male children that you may have from me shall inherit the sum of your ketubah, over and above the share with her brothers;*]
14. fe[m]ale c[hild]ren [sh]all reside, and (continue to) be provided for from my “house” and from [my properties until]the time are m[arrie]d to husbands. And if
15. >and if< I should go to my eternal h[ome] before you, you will [re]side, and (continue to) be provided for from my “house” and from my properties,
16. [until the t]ime that my [heir]s will agree to give you the silver of your *ketubba*. And whenever [you] tell me,
17. [I will exchange] for [you *this document, as is fitting. And all the properties that I possess and that I will acquire are guaranteed and pledged.*]
18. [*to* (payment of) your *ketubba*. And I Yehudah, son of, ’El’azar, it is bind]ing on me, I,[myself, all that is] written [above],
19. [...] (due) to babatha’ (*vacat*) [da]ughter of Shim’on, (incumbent) upon Yehudah, son of ’El’azar.

Translation:

Yigael Yadin et al., eds., *The Documents from the Bar Kokhba Period in the Cave of Letters: Hebrew, Aramaic and Nabatean-Aramaic Papyri* (Jerusalem: Israel Exploration Society, 2002), 127.⁵⁸

⁵⁸ Yigael Yadin, Jonas C. Greenfield, and Ada Yardeni, “Babatha's Ketubba,” *IEJ* 44 (1994): 79.

5/6Hev 18 (P.Yadin 18)

1 The Document

“a marriage document [written in Greek] from 128 CE from Ma’oza in the province Arabia, published for the first time in 1987.”⁵⁹ It was found in 1961 in the Cave of Letters.

2 First Published

Naphtali Lewis, Ranon Katzoff, and Jonas C. Greenfield, “Papyrus Yadin 18,” *IEJ* 37 (1987): 229-50.

3 Translation of Text

In the consulship of Publius Metilius Nepos for the second time and Marcus Annus Libos on the nones of April, and by the compute of the new province of Arabia year twenty-third, month of Xandikos fifteenth, in Maoza, Zoara district, Judah son of Eleazar, also known as Khthousion, has given over Shelamzion, his very own daughter, a virgin, to Judah, surnamed Cimber, son of Ananias of Somalas, both of the village ‘En Gedi in Judaea residing here, for Shelamzion to be a wedded wife to Judah Cimber for the partnership of marriage according to the laws, she bringing to him on account of bridal gift feminine adornment in silver and gold and clothing appraised by mutual agreement, as they both say, to be worth 200 denarii of silver which appraised value the bridegroom Judah called Cimber acknowledged that he has received from her by hand forthwith from Judah her father and owes Shelamzion his wife together with another three hundred denarii which he promised to give her in addition to the sum of her aforestated bridal gift, all accounted toward her dowry, pursuant to his undertaking of feeding and clothing both her and the children to come in accordance with Greek custom upon the said Judah Cimber’s good faith and peril [and security of] all his possessions, both those which he now possesses in his said home village and here and all those which

⁵⁹ Yiftach-Firanko, “Judean Desert Marriage Documents,” in Katzoff and Schaps, *Law in the Documents*, 67.

he may in addition validly acquire everywhere, in whatever manner his wife Shelamzion may choose, or whoever acts through her or for her may choose, to pursue the execution. Judah called Cimber shall redeem this contract for his wife Shelamzion, whenever she may demand it of him, in silver secured in due form, at his own expense interposing no objection. If not, he shall pay to her all the aforesaid denarii twofold, she having the right of execution both from Judah Cimber her husband and upon the possessions lawfully his in whatever manner Shelamzion or whoever acts through her or for her may choose to pursue the execution. In good faith the formal question was asked and it was agreed in reply that this is thus rightly done.

[Witness statements follow]

Translation:

Naphtali Lewis, Ranon Katzoff, and Jonas C. Greenfield, "Papyrus Yadin 18," *IEJ* 37 (1987): 233.

5/6Hev 37 (XHev/Se gr 65/P.Yadin 37)

1 The Document

A marriage contract written in Greek found in the Cave of Letters in 1961 dated 7 August 131 CE ⁶⁰

2 First Published

Lewis, Naphtali, Yigael Yadin, and Jonas C. Greenfield. *The Documents from the Bar Kokhba period in the Cave of Letters: Greek papyri*. Jerusalem: Israel Exploration Society, 1989.

3 Translation of Text

In the consulship of Sergius Octavius Laenas Pontianus and Marcus Antonius Rufinus, the seventh of August, and according to the computation of the new province of Arabia year twenty-six, on the nineteenth of month Loos, in Maḥoza in the district of Zo'ar of the administrative region of Petra, metropolis of Arabia, Yeshu'a son of Menaḥem, domiciled in the village of Soffathe ... in the district of the city of Livias of the administrative region of P[eraia] acknowledged of his own free will(?) that he has taken Salome also called Komaïse ... a woman from Maḥoza, for them to... and for Yeshu'a to live with her as also before this time... to the said Komaïse as her dowry ninety-six denarii of silver, and the bridegroom, the said Yeshu'a, acknowledged that he has received from her on the present day feminine adornment in silver and gold and clothing and other feminine articles equivalent in appraised value to the [stated sum of] money, with his undertaking to feed and clothe both her and her children to come in accordance with Greek custom and Greek manners upon the said Yeshu'a's good faith and on peril of all his possessions, both those which he possesses in his home village of Soffathe... and those which he may in addition acquire, she having the right of execution both from the said

⁶⁰ However, Cotton comments that the document was not discovered in a controlled archaeological excavation: Cotton, "The Archive of Salome Komaïse," 172, 204.

Yeshu'a and upon all(?) his validly held possessions everywhere, in whatever manner the said Komaïse or whoever acts through her or for her may choose to carry out the execution, regarding this being thus rightly done the formal question having in good faith been asked and acknowledged in reply. I, X, son of Menaḥem, guardian of the said Komaïse, have agreed(?)...

Translation:

Hannah M. Cotton, "The Archive of Salome Komaïse Daughter of Levi: Another Archive from the 'Cave of Letters'," *ZPE* 105 (1995): 204-06.

Mur 19

1 The Document

A divorce certificate written in Aramaic found in 1952 at Wadi Murabba'at dating from 72 CE.

2 First Published

De Vaux, Roland, Jozef T. Milik, and Pierre. Benoit. *Les Grottes de Muraba'at*. Discoveries in the Judaean Desert II. Oxford: Oxford University Press, 1961.

3 Translation of Text

1. On the first of Marheshwan, the year six, at Masada
2. I divorce and repudiate of my own free will, today I
3. Joseph, son of Naqsan, from [...]ah, living at Masada, you
4. Miriam, daughter of Jonathan [fro]m Hanablata, living
5. At Masada, who was my wife up to this time, so that you
6. Are free on your part to go and become the wife of any
7. Jewish man that you wish. And here on my part is the bill of repudiation
8. And the writ of divorce. Now I give back [the dow]ry.⁶¹ And all the ruined,
9. And damaged (goods) and ...[they will be restored] as is my duty by this/ so let it be determined
10. And I will pay (them) fourfold. And at any ti[me] that you ask it of me, I will replace for you
11. The document as long as I am alive

Witnesses...

Translation:

Léonie J. Archer, *Her Price is Beyond Rubies: The Jewish Woman in Graeco-Roman Palestine* (Sheffield, England: Journal for the Study of the Old Testament Supplement 60. Sheffield Academic, 1990), 298-99.

⁶¹ Ilan does not restore the word dowry in her translation of the text: Ilan, "On a Newly Published Divorce Bill," 199.

XHēv/Se 13 (P. Se'elim 13)

1 The Document

Opinions differ: a divorce certificate issued by the husband, a divorce certificate issued by the wife, or a renunciation of claims written in the aftermath of a divorce. Written in Aramaic it is thought to date from 135 CE and was found in 1952 (?) but not published until much later.⁶²

2 First Published

Yardeni, Ada. *Naḥal Se'elim Documents (Hebrew)*. : Ben-Gurion University of the Negev Press & the Israel Exploration Society, 1995.

Cotton, Hannah M, and Ada Yardeni. *Aramaic, Hebrew and Greek Documentary Texts from Naḥal Hever and Other Sites: With an Appendix Containing Alleged Qumran Texts The Seiyâl Collection II (Discoveries in the Judaeian Desert)*. Edited by Emmanuel Tov. Discoveries in the Judaeian Desert XXVII. Oxford: Oxford University Press, 1997.

3 Translation of Text

As per Schremer:⁶³

1. On the twentieth of Sivan, third year of Israel's freedom.
2. In the name of Shim'on bar Kosibah, the Nasi of Israel
3. I do not have —
4. I, Shelamzion, daughter of Yehoseph Qebshan
5. of Ein Gedi — with you, Eleazar son of Hananiah —
6. who have been my husband before this time, and who have said:

⁶² Ilan states: "In 1956 ... Milik also claimed he possessed and would eventually publish another ancient Jewish bill of divorce ... The Dominican Fathers in Jerusalem had procured the document from bedouins, who claimed to have found it, along with a large group of other documents, in Naḥal Se'elim": Ilan, "On a Newly Published Divorce Bill," 196.

⁶³ Adiel Schremer, "Divorce in Papyrus Se'elim 13 Once Again: A Reply to Tal Ilan," *HTR* Vol. 91, No. 2 (April 1998): 201-02.

7. "this is to you from me a bill of divorce and release
8. without reservation" — I do not have with you,
9. Eleazar, anything I wish for. And I confirm — I,
10. Shelamzion — all that is written [above].
11. Shelamzion, daughter of Yehoseph, by herself lent the [hand] writing
[of]
12. Mattat son of Shim'on Mamre.
13. [...] son of Shim'on, witness.
14. Masbala, son of Shim'on, witness

As per Ilan:⁶⁴

1. On the twentieth of Sivan, year three of Israel's freedom
2. In the name of Simon bar Kosibah, the Nasi of Israel
3. . . . I do not have . . .
4. I, Shelamzion, daughter of Joseph Qebshan
5. of Ein Gedi, with you, Eleazar son of Hananiah
6. who had been the husband before this time, that
7. this is from me to you a bill of divorce and release.
8. I do not have with you. . .
9. Eleazar anything (I wish for?), as is my duty and remains upon me.
10. I Shelamzion (accept) all that is written (in this document)
11. Shelamzion present, lent her hand writing(?)
12. Mattat son of Simon by her order
13. . . . son of Simon, witness
14. Masbala, son of Simon, witness

⁶⁴ Ilan, "On a Newly Published Divorce Bill," 199-200.

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