

## Old and New in the Documentary Papyri from the Bar Kokhba Period

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Yigael Yadin, Jonas C. Greenfield, Ada Yardeni, Baruch A. Levine (eds.), *The Documents from the Bar Kokhba Period in the Cave of Letters: Hebrew, Aramaic and Nabatean-Aramaic Papyri* (with additional contributions by Hannah M. Cotton and Joseph Naveh), Judean Desert Studies III. Jerusalem: Israel Exploration Society, 2002. xviii + 422 pp. ISBN 965-221-046-3

Few volumes of texts from the Judean Desert have generated as much anticipation among scholars as *The Documents from the Bar Kokhba Period in the Cave of Letters: Hebrew, Aramaic and Nabatean-Aramaic Papyri* (henceforth: *Documents*), and that is saying a great deal. The collection contains thirty documents, ranging in date from 93/94 CE to the third year of the Bar Kokhba Revolt. When the papyri themselves (now known as *P.Yadin*) were discovered by Yigael Yadin and his team in the course of two seasons of excavations in Nahal Hever (1960-61), no one could have foreseen the various delays which would beset the project. Surely the most tragic were the untimely deaths of two of the primary editors: Yadin himself in 1984 and Jonas Greenfield in 1995. The material was entrusted to Ada Yardeni and Baruch Levine for completion, and to them we all owe a special debt. The 'mere' task of deciphering and transcribing the cursive scripts in these papyri is so daunting (as any non-specialist who has tried his or her hand at it can attest), that Ada Yardeni's artful presentation of the material is nothing short of astonishing.<sup>1</sup>

While the texts and translations of the Hebrew and Aramaic (including Nabatean Aramaic) documents have all been in the public domain since the appearance in 2000 of Yardeni's massive paleographic study of documentary texts from the Judean Desert,<sup>2</sup> the new volume presents in painstaking detail not only the paleographic and philological rationale for the contents of that edition, but also a general introduction to various aspects of the papyri and an extensive commentary touching on countless points of interpretation. Furthermore, *Documents* contains a new edition by Hannah Cotton of *P.Yadin* 52 and *P.Yadin* 59, the two Greek letters found among the Hebrew and Aramaic Bar Kokhba documents of Locus 7 in the Cave of Letters. Needless to say, some of these texts, in their entirety or in part, have been available to scholars for years, whether in Yadin's initial provisional surveys or in preliminary publications of individual docu-

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<sup>1</sup> It is in the nature of the material that the transcriptions are often uncertain. Some readers will wish that a different system of notation to indicate alternate readings could have been chosen, as the combination of backslashes and forward slashes used by the editors is sometimes mercilessly convoluted (see the explanation in *Documents*, 33).

<sup>2</sup> A. Yardeni, *Textbook of Aramaic, Hebrew and Nabataean Documentary Texts from the Judean Desert and Related Material*, Jerusalem 2000 (henceforth Yardeni, *Textbook*).

ments. Some have generated considerable discussion in their own right. Thus the reader will, quite properly, have at times an attendant sense of *déjà vu*, though this should not detract from an appreciation of all that is new in the collection.

*Documents* is the third and final volume of a series beginning with Yadin's final report on the material remains in the Cave of Letters<sup>3</sup> and Naphtali Lewis' edition of the Greek documents from the Babatha archive.<sup>4</sup> Yet some changes in editorial conception between the appearance of one volume and the next have left their mark. While Lewis refers occasionally in his introduction and commentary to chapters and discussions forthcoming in the general introduction to the current volume (and especially to an anticipated discussion of 'Law'),<sup>5</sup> most of these are not to be found in *Documents*.<sup>6</sup>

Documentary texts of the Bar Kokhba period have, of course, been found at other sites in the Judean Desert as well. These (with a handful of exceptions)<sup>7</sup> have all been published. *Documents* thus completes the long process of final publication of the documentary materials and must be read and studied alongside the previous collections.<sup>8</sup> Of these, the most pertinent in terms of provenance are the texts of *P.Hever*, inasmuch as they too, as we now know, originated (for the most part, at least) in the Cave of Letters.<sup>9</sup> In fact, one of them, *P.Hever* 1 (known also as *P.Starcky*), should by rights have been reprinted in *Documents* with a full commentary, since fragments of it were discovered in the Cave of Letters by Yadin's expedition (*P.Yadin* 36).<sup>10</sup> Having all the material at our disposal at long last allows us, among other things, to dispense with some of the qualifiers that adorned all discussion of the texts so long as some of them were not accessible for study.

A minor reservation about the organization of the material is in order. The editors of *P.Yadin* have chosen not to organize the documents strictly along the lines of locus or archive, but have preferred linguistic criteria. We find the following rubrics: 'Hebrew Legal Papyri', 'Aramaic Legal Papyri' and 'Nabatean-Aramaic Legal Papyri'. While a case may surely be made for such a division, it comes at a price, violating the integrity of

<sup>3</sup> Y. Yadin, *The Finds from the Bar Kokhba Period in the Cave of Letters*, Jerusalem 1963.

<sup>4</sup> N. Lewis, *The Documents from the Bar Kokhba Period in the Cave of Letters: Greek Papyri* (Aramaic and Nabatean signatures and subscriptions edited by Y. Yadin and J.C. Greenfield), Jerusalem 1989 (henceforth Lewis).

<sup>5</sup> See for example Lewis, 1 (headings marked by an asterisk).

<sup>6</sup> The main exception is the discussion of Aramaic and Nabatean language and idiom, which appears, as promised, in *Documents*, 14-32.

<sup>7</sup> Several Nabatean papyri from among *P.Hever* have yet to appear. See A. Yardeni, 'The Decipherment and Restoration of Legal Texts from the Judaean Desert: A Reexamination of *Papyrus Starcky* (*P.Yadin* 36)', *SCI* 20, 2001, 121, with Yardeni, *Textbook*, vol. A, 290-92 (*P.Hever* 2), and H. Eshel, 'Another Document from the Archive of Salome Komaïse Daughter of Levi', *SCI* 21, 2002, 169-71. In November 2002 additional papyri of the period were discovered in the vicinity of Ein Gedi; they await publication.

<sup>8</sup> These include *P.Mur.*, which appeared in DJD II, and *P.Hever*, published in DJD XXVII. Texts from various other sites are collected in DJD XXXVIII.

<sup>9</sup> See H.M. Cotton and A. Yardeni in DJD XXVII, 1-6.

<sup>10</sup> See *Documents*, 2, with Yardeni (above, n. 7), 121-37; Eshel (above, n. 7); id., '4Q348, 4Q343 and 4Q345: Three Economic Documents from Qumran Cave 4?', *JJS* 52, 2001, 135, n. 21.

individual collections of documents and also disrupting their chronological order. Thus, documents of the archive of 'Eli'ezer, son of Shemu'el, are found in the first and second sections and those of the Babatha archive in the second and third. These are followed by the Bar Kokhba letters in Hebrew and Aramaic. No great harm has been done, and the careful reader will come to precisely the same conclusions in the end, but the separation of texts that rightfully belong together — and in a particular order — is more than just an esthetic irritant.

Just as no single individual could have produced this volume, so no single reader can do justice to the wealth of topics involved, whether paleographic, linguistic, legal, or historical, to name but a few. Though I deal with only a small fraction of the substance of the documents in what follows, this sample should suffice to illustrate the richness of the material and suggest how much remains to be learned.

### Hebrew Legal Papyri

This section contains three documents from the third year of the revolt (*P. Yadin* 44, 45 and 46), all of them, as we have noted, from the archive of 'Eli'ezer, son of Shemu'el. All three deal with the division and subsequent subletting of several parcels of land in Ein Gedi, initially leased jointly to two pairs of partners by Yehonathan, son of Mahanaim, the administrator (פרנס) of Shim'on, son of Kosiba (Bar Kokhba) in Ein Gedi. Yadin has suggested elsewhere that this same Yehonathan is the author of *P. Mur.* 46 (a letter containing instructions for a certain Yose), which also seems to have originated in Ein Gedi, though due to the damaged state of the fragment the reading and proposed identification are not certain.<sup>11</sup> The name Mahanaim (מחניס) appears in another poorly preserved fragment from Wadi Murabba'at (*P. Mur.* 48:1)<sup>12</sup> and again in *P. Jericho* 2:8, where it seems to be the first name (not the patronymic) of one of the parties.<sup>13</sup> The possible linkage among figures in documents found at different sites (and not only among those found in the collections of a single cave) suggests something of the extent of social and administrative 'networking' over the entire region.

The use of Hebrew in these texts does not necessarily reflect its relative weight as a spoken language. Cotton and Eshel have noted that the propensity for the use of Hebrew in the documents is characteristic of the years of the two revolts against Rome and may be interpreted as an expression of heightened nationalist sentiment.<sup>14</sup> At any rate, as the editors have demonstrated, the Hebrew of the documents does show numerous points of

<sup>11</sup> Y. Yadin, 'Expedition D — The Cave of the Letters', *IEJ* 12, 1962, 252, n. 42 (henceforth Yadin, 'Expedition D'); id., *Bar-Kokhba: The Rediscovery of the Legendary Hero of the Last Jewish Revolt against Imperial Rome*, London/Jerusalem 1971, 176 (henceforth Yadin, *Bar-Kokhba*). Compare the entries in the concordance of Yardeni, *Textbook*, vol. B, 172, 175. It is puzzling that in a volume bearing Yadin's name, no mention should be made of his earlier observation (nor, in fact, of the other prosopographic data here). This is not the only such omission; we will see further examples below.

<sup>12</sup> According to the corrected reading of Yardeni, *Textbook*, vol. A, 163.

<sup>13</sup> *DJD XXXVIII*, 33, 36.

<sup>14</sup> H.M. Cotton, 'The Languages of the Legal and Administrative Documents from the Judaean Desert', *ZPE* 125, 1999, 219-31; H. Eshel, 'On the Use of the Hebrew Language in Economic Documents Discovered in the Judaean Desert', *Leshonenu* 63, 2001, 41-52 (Hebrew).

contact with the contemporary tannaitic idiom. In one case, at least, it is even closer than indicated in the commentary. The cropland in the plots in question is called 'white land' (העפר הלבן) in *P.Yadin* 44:12 and 15 (cf. 45:8; 46:4, 6), which the editors compare to Mishnaic שדה הלבן.<sup>15</sup> In fact, העפר הלבן is good Mishnaic Hebrew, as we learn from *m. Shevi'it* 2.10.<sup>16</sup>

The final line of *P.Yadin* 44 holds a small surprise for students of the Bar Kokhba Revolt. At the end of the list of signatories, and following a small damaged patch in the papyrus, we find the words מן ביתר — 'from Beit-Ther'.<sup>17</sup> This is the one and only reference to Beit-Ther/Beitar — famous in both rabbinic literature and Eusebius' *Historia Ecclesiastica* as the last stronghold of the revolt — in the entire corpus of Judean Desert papyri. Here it appears as just another place name, evidently indicating the place of origin of a signatory whose name has not been preserved. Though it may be a source of minor satisfaction to find Beitar not altogether forgotten in the papyri, this is not exactly the context in which one would have hoped to find it. If it is any comfort, the spelling ביתר in our document should be of some interest to linguists. If asked to predict in what form the name would appear, we probably would have been inclined to answer בית תר (or *junctim*, ביתתר, *betitther*). Such forms are common in sources of Palestinian provenance,<sup>18</sup> while the spelling ביתר is more characteristic of Babylonia.<sup>19</sup> Here we find the form ביתר in a contemporary Palestinian source.

### Aramaic Legal Papyri

Of the six Aramaic legal papyri, the first three (*P.Yadin* 7, 8 and 10 — all from Mahoza) belong to the Babatha archive, two more belong to the archive of 'Eli'ezer, son of Shemu'el (*P.Yadin* 42 and 43), and the last (*P.Yadin* 47, really two double deeds written on one sheet of papyrus) was found rolled up inside a hollow reed. The editors note the affinity of *P.Yadin* 7 and 8 to the Nabatean papyri; I will return to them below in the course of discussion of the latter. *P.Yadin* 10 is Babatha's *ketubba* (marriage contract). *P.Yadin* 42, 43, and 47 all date from the time of the revolt, and it is upon them that I would like to focus attention.

*P.Yadin* 42 is a lease agreement in which two of Bar Kokhba's administrators acknowledge the lease of a parcel of land to קביש (probably a nickname of 'Eli'ezer), son of Shemu'el, for the extraordinary sum of 650 silver *denarii* (זוויין) per year. The document is dated 'the first of 'Iyyar, year one of the redemption of Israel'. Payment is to be

<sup>15</sup> *Documents*, 44, with commentary on p. 50, referring to לבן שדה in *m. Shevi'it* 2.1 ('1.1' of the commentary is an error). Compare ארעא חורתא in *P.Yadin* 7:10, 44, and חורתא in *P.Yadin* 42:3. In the synagogue inscription of Rehov we find a reference to a חקלה חירתה south of Beth Shean, for which see J. Sussmann, 'A Halachic Inscription from the Beth-Shean Valley', *Tarbiz* 43, 1974, 115 (Hebrew); E. Qimron, 'Some Notes on the Reading, Orthography and Language of the Rehov Inscription', *Tarbiz* 45, 1976, 156 (Hebrew).

<sup>16</sup> See also *y. Shevi'it* 2.10, 34b; *y. Mo'ed Qatan* 1.3, 80c; Targum Jonathan to Judges 4.5.

<sup>17</sup> *Documents*, 44-45, with commentary on p. 54.

<sup>18</sup> Hence the gemination in Βηθηθα, Βαυθηθ and the like in Eusebius, *Historia Ecclesiastica* 4.6 (probably taken from Ariston of Pella) and in some LXX readings of I Chronicles 6.44. See S. Yeivin in *Encyclopaedia Biblica* II, 120 (Hebrew).

<sup>19</sup> I would like to thank my friend Dr. Uri Melamed for discussing this issue with me.

made annually in three installments, defined (line 7) as *חדא בטבת וחדא ב[אח]ר בסינון* (line 7) as *חדא בטבת וחדא ב[אח]ר בסינון*, i.e., the first of Tebet, the first of Sivan and the first of Elul. We are not told if the payments are to be of equal value; there is some evidence, as we shall see, that in practice not all the sums were equivalent.<sup>20</sup> The lease was to remain in effect *מן זמן מן זמן* (line 6), which the editors take quite reasonably to mean a period of exactly three years, till the first of 'Iyyar, year four of the redemption of Israel. To explain the fact that a lease issued in 'Iyyar lists payments beginning with Tebet (instead of Sivan, the nearest of the designated months), they add: 'Presumably, no payments were due during the first season, from the inception of the lease in 'Iyyar until the month of Tebet, when the first payment came due'.<sup>21</sup> Note that no era other than that of the revolt is mentioned explicitly in the document.

*P. Yadin* 43 is a receipt made out to 'Eli'ezer, son of Shemu'el, for payment of thirty-nine *denarii* to Horon, son of Yishma'el, one of the two administrators of *P. Yadin* 42, towards a lease of land from Shim'on, son of Kosiba. The date, though damaged, is restored by the editors as the fifth of Elul. They maintain that the lease in question is none other than that recorded in *P. Yadin* 42. This is indeed the most likely interpretation, though we should remember that the original contract calls for payment on the first of Elul and that the sum of thirty-nine *denarii* is rather meager considering the annual lease payment.<sup>22</sup> We may also wonder why only this receipt has survived. It is, however, the year by which the receipt is dated that raises a greater question. The editors insist that 'the ink remains exclude any restoration other than *שנת [חדה] "year one"*'. They go on to say that the receipt relates to the *third* scheduled payment, inasmuch as the first payment was, in their opinion, deferred, as stated above, to the first of Tebet. Here we must take issue with their argument, which is self-contradictory. If the receipt is from year one of the revolt, as they contend, then it cannot represent the third payment, nor could the first payment have been deferred to Tebet, for the simple reason that Elul of year one must have fallen between 'Iyyar of year one and the closest month of Tebet. This would be true whether the era of the revolt was counted from Nisan (in which case Tebet would still be counted as part of that year) or from Tishrei (in which case Tebet would belong to year two).<sup>23</sup>

This brings us to the thorny problem of the chronology of the revolt and the precise era by which it was dated. I pass over the issue of absolute chronology and restrict myself to the question of the beginning of the calendar year by which the era was reckoned.<sup>24</sup> Recently, Hanan Eshel has concluded from *P. Yadin* 42 that the year must have

<sup>20</sup> In his preliminary publication, Yadin, 'Expedition D', 249 (cf. id., *Bar-Kokhba*, 180-81), indicated that the payments were to amount to 300, 250 and 100 *denarii* respectively. No trace of this suggestion remains in the final edition; presumably Yadin's initial reading was found to be untenable. Yadin ('Expedition D') added that 'the present writer is of the opinion that these dates may help us to understand the relation between the agricultural years and Bar Kokhba's regnal years'. Unfortunately, Yadin did not return to address this topic. On payment in installments, see the note of E. Eshel and H. Eshel in DJD XXXVIII, 34.

<sup>21</sup> *Documents*, 148.

<sup>22</sup> *Documents*, 150.

<sup>23</sup> Note that this also precludes the possibility of an extraordinary era beginning on any date between the first of 'Iyyar and the sixth of Elul.

<sup>24</sup> For a summary of possibilities, see Yardeni's table in DJD XXVII, 10.

begun in Tishrei or in the months immediately preceding it, and that an era from Nisan must be discounted.<sup>25</sup> Though I think his chronological conclusions are completely valid, I have some reservations concerning some of his arguments. Pointing to the high lease price of *P.Yadin* 42, which stands in stark contrast to the much lower sums in subsequent documents, Eshel argues plausibly that this reflects economic stability and confidence in real estate in the days of the initial successes of the revolt. When the military situation deteriorated, this confidence was undermined, leading to a decline in property values. From *P.Yadin* 27, dated August 132 in Mahoza — the last dated document of the Babatha archive — we know that Babatha must have arrived in Ein Gedi after that time. Eshel assumes that the arrival in Ein Gedi of refugees from Arabia must have had a destabilizing influence and that several months must have passed till economic conditions were ripe for a lease like *P.Yadin* 42, which would have been true in 'Iyyar of 133. Since the contract is dated to the first year of the revolt, the dating of the regime must have begun after 'Iyyar of 132, indicating an era from Tishrei or shortly before it. The problem with this scenario is not so much in the dating as in the underlying assumption that *P.Yadin* 42 must follow *P.Yadin* 27.<sup>26</sup> All else being equal, one could just as well suggest that both the revolt and its era began in Nisan of 132, and that in the exhilarating days of early successes and heady, quasi-messianic optimism, a bull market in real estate prevailed in Ein Gedi.<sup>27</sup>

Yet, as I said, I think that Eshel's chronology is correct, but for slightly different reasons. What we have in *P.Yadin* 42 is a three-year contract drawn up in 'Iyyar of year one of the revolt and due to terminate in year four, without explicit mention of any cancelled

<sup>25</sup> H. Eshel, 'The Dates Used During the Bar Kokhba Revolt', in P. Schäfer (ed.), *The Bar Kokhba War Reconsidered: New Perspectives on the Second Jewish Revolt Against Rome*, Tübingen 2003, 93-105 (especially 100-101).

<sup>26</sup> We might also add that we cannot really measure the degree of putative economic destabilization brought on by the arrival of refugees from Mahoza (if indeed they were refugees, and not families who came willingly to take part in the war effort or enjoy the anticipated benefits of the new regime), certainly not with enough precision to know how that would have been translated into rental prices in Ein Gedi.

<sup>27</sup> Eshel (above, n. 25), 101, also deals with *P.Yadin* 43. Unless I have misunderstood his meaning, it seems that the discussion there is not altogether precise. He says (referring to Yadin, 'Expedition D', 243, which is apparently a misprint for '249'): 'Yadin has shown convincingly that this receipt from 5 Elul was for the first payment. As Eleazar leased the land in Iyyar, the first payment was due on the first day of Elul and the payment was apparently made four days late'. I have not found that Yadin describes *P.Yadin* 43 as a receipt for the first payment. In fact, if payment was not deferred to Tebet, then according to the contract the first installment was due in Sivan, not Elul. Eshel continues: 'Based on his assumption that the years of the revolt were counted from Tishri, Yadin reconstructed the end of the date formula as Year One. This reconstruction has recently been accepted by A. Yardeni'. In the article cited, Yadin neither states that he assumes the years of the revolt to have been counted from Tishrei (although this is perhaps to be surmised from Yadin, *Bar-Kokhba*, 183), nor does he suggest that such an assumption is the basis for his dating of *P.Yadin* 43 to year one. More to the point, Yardeni does not base her dating of that document to year one on such an assumption, but rather on paleographical considerations (*Documents*, 150, 154). Whether or not another reading is in fact possible, I am not competent to say. If it were, then some of the conclusion drawn here would of course need to be corrected accordingly.

installments of payment, a possibility that would seem to be further contradicted by the date of *P.Yadin* 43. I suggest that the simplest explanation for the framing of annual installments of payment in terms of Tebet, Sivan and Elul is to assume that the author of the lease conceives of the years of the era in question in precisely those terms, i.e., as beginning in Tishrei, followed by Tebet, Sivan and Elul respectively.<sup>28</sup> If this is correct, then *P.Yadin* 42 and 43 do indeed make an important contribution to our understanding of the chronology of the documents in general, and of the revolt itself.

I turn to matters of another sort. Scholars have often noted the contribution of the Judean Desert documents — of all languages — to our appreciation of law and legal formulae of the Near East outside of Egypt. As part of a slowly growing corpus of non-Egyptian papyri,<sup>29</sup> they help extend our horizon eastward and show us on the one hand what the rest of the Near East shares with Egypt, and on the other what is unique to the documentary tradition of each region. In particular, an affinity has been noted in several instances to some of the Dura papyri, to the parchments of Kurdish Avroman and, more recently, to documents from the Middle Euphrates. Sometimes these elements emerge later in Byzantine Egypt as well.<sup>30</sup> I would like to add one more example from *P.Yadin* 42. In lines 4-5 we find that the lease includes not only the cropland, but ‘all that is within it, (whether it) produces fruit or does not produce [fruit], and the set times of irrigation, as is fitting for them’ (וכול די בגוה עבד פריץ ודי לא עבד [פריץ] וענימיה כדי חוזה להון). A strikingly similar construction is found in *P.Avroman* 1:12-13 (*scripta interior*), a Parthian deed of the first century BCE describing the sale of a vineyard: μετὰ ὕδατος καὶ ἀκροδρύοις καρποφόροις τε καὶ ἀκάρποις.<sup>31</sup> A comparable clause, minus the water rights, is found in *P.Dura* 26:11: καὶ τοῖς ἐνοῦσι δένδρο[ι]ς καρποφόροις τε καὶ ἀκάρποις. Similar clauses emerge in sixth-century Egypt, particularly in Aphroditopolis.<sup>32</sup> Why such usages appear in Egypt precisely when and where they do is a question that merits further study.

*P.Yadin* 47 comprises two separate double documents, each a sale contract for a parcel of land, designated by the editors 47a and 47b. The first concerns a piece of land in

<sup>28</sup> Theoretically the year may have begun any time from the sixth of Elul to the first of Tishrei (see above, n. 23), though I do not see that such a possibility has much to recommend it. There is more to be said on matters of chronology, but I leave that discussion to a different occasion.

<sup>29</sup> The fundamental list is that of H.M. Cotton, W. Cockle, and F. Millar, ‘The Papyrology of the Roman Near East: A Survey’, *JRS* 85, 1995, 214-35.

<sup>30</sup> For examples see Lewis, 13-16; Cotton in *DJD* XXVII, 136-37; *Documents*, 90, 226, 359, n. 15.

<sup>31</sup> See the textual note of E.H. Minns, ‘Parchments of the Parthian Period from Avroman in Kurdistan’, *Journal of Hellenic Studies* 35, 1915, 51. A. Gulak, *Legal Documents in the Talmud in Light of Greek Papyri and Greek and Roman Law* (edited and supplemented by R. Katzoff), Jerusalem 1994, 122-23 (Hebrew), compares this clause in *P.Avroman* to a vaguely similar sale clause quoted by a Babylonian sage in *b. Bava Batra* 69b. He suggests that the Jewish example was just one case of a more widespread Parthian practice. The fact that the clause is attested at Dura as well (see below) would seem to reinforce Gulak’s suggestion, yet its presence in *P.Yadin* 42 suggests a broader context.

<sup>32</sup> See for example *P.Hamb.* 1.23:18-19: σὺν φυτοῖς παντοίοις ἐγκάρποις τε καὶ ἀκάρποις. The Duke Databank yields many similar cases.

Ein Gedi; in the second the location has not been preserved, but it is reasonable to assume that it too refers to a sale in Ein Gedi. The parties named in *P.Yadin* 47b are Yeshua', son of רשטיי<sup>33</sup> (the vendor) and a certain 'Eli'ezer. The text is not well preserved, but one of the striking characteristics of what remains is the repeated shift of speaker. In the words of the editors: 'P.Yadin 47b is mixed in its forms of address. It begins and concludes from the perspective of the purchaser who addresses the vendor in the second person, but along the way shifts, referring to the purchaser in the third person'.<sup>34</sup> The scribe of this document is identified by Yardeni as Matat, son of Shim'on, who is also the scribe of *P.Hever* 7 and *P.Hever* 13, as well as being a witness to *P.Yadin* 26. The connection to *P.Hever* 13 in particular may be of some interest. That controversial document has generated a vigorous debate over the question of whether or not it reflects a case of a Jewish wife giving a bill of divorce to her husband, in contrast to the biblical and rabbinic norm of divorce initiated by the husband alone. The problem revolves around orthographic and structural issues, which have been argued both ways.<sup>35</sup> In large measure it comes down to the question of the likelihood of radical shifts of voice, in order to determine who says to whom גט שבקין ותרכנין [חמ]. The practice of the scribe Matat, son of Shim'on, in *P.Yadin* 47 lends plausibility, in context, to the argument that in *P.Hever* 13 he has turned, as it were, to address the wife and refers to a bill of divorce which she has received from her husband.<sup>36</sup> I am not so naïve, however, as to think that the discussion will end here.

### Nabatean Aramaic Legal Papyri

The six Nabatean papyri of the Cave of Letters<sup>37</sup> — all from the Babatha archive — are, in their own way, as sensational a discovery as the letters of Bar Kokhba, though perhaps less appreciated. The study of Nabatean papyri essentially began with the publication in

<sup>33</sup> The name is described as 'dubiously restored' (*Documents*, 165). Could this be a transcription of Ἀριστίων? An ἀμφοδίου Ἀριστίωνος in Ein Gedi is mentioned in *P.Yadin* 20:11, 34.

<sup>34</sup> *Documents*, 157.

<sup>35</sup> For two summaries of the *status quaestionis*, see R. Katzoff's review of DJD XXVII in *SCI* 19, 2000, 320-22, and H.M. Cotton, 'Women and Law in the Documents from the Judaean Desert', in H. Melaerts and L. Mooren (eds.), *Le rôle et le statut de la femme en Égypte hellénistique, romaine et byzantine*, Leuven 2002, 141-42, each with references to previous literature, to which add D.I. Brewer, 'Jewish Women Divorcing Their Husbands in Early Judaism: The Background to Papyrus Se'elim 13', *Harvard Theological Review* 92, 1999, 349-57.

<sup>36</sup> It goes without saying that occasional irregular shifts of person are commonplace in the papyri, if not always as pronounced as in the case of *P.Yadin* 47. For other examples from this volume see *Documents*, 50 (on *P.Yadin* 44:16); *P.Yadin* 10:7 (תצבני instead of תצבני); *P.Yadin* 42:8 (לנה instead of להו); *P.Yadin* 1, *passim* (references to 'Amat-'Isi in the second and third person). The editors claim to find similar shifts in *P.Yadin* 8 (*Documents*, 109), but I think that they have fundamentally misunderstood the structure and nature of the entire document. The matter warrants separate discussion.

<sup>37</sup> *P.Yadin* 1, 2, 3, 4, 6, 9. On the presence of *P.Yadin* 2 and 3 among Babatha's documents see N. Lewis, 'The Complete Babatha: More Questions than Answers', *SCI* 22, 2003, 190-91.



1954 of *P.Starcky*, which as we now know is none other than a document from this site.<sup>38</sup> The study of Nabatean legal texts, though, goes back much farther: it has long been recognized that certain Nabatean tomb inscriptions, most notably those at Mada'in Salih, are in essence legal documents.<sup>39</sup> Comparison of the papyri and the inscriptions contributes to our understanding of both. The Nabatean papyri describe transactions between Nabateans, between Jews, and between Nabateans and Jews.

I would like to examine a particular clause encountered in many of the Nabatean papyri, in one of the related documents in Jewish script and in a Greek fragment (all except *P.Hever 2* belonging to the Babatha archive). I cite first from *P.Yadin 2*, a sale contract dated year twenty-eight of Rab'el the King (97/98 CE), in which 'Abi-'adan, daughter of 'Aptah sells a plantation of date palms in Mahoza to Archelaus. Lines 14-15 (cf. 38-40) read: והן אנה אביעון דא אשנא-נא מן דנה [די] לנא ברשא [אחוב לך אנת ארכלס [דנ]ה] כות כל דמי זבניא אלה ובכלל די אבעא ויתב[עא] בשמי עליך בהם ולמראנא רבאל מלכא כות this (agreement) [with]ou[t authority] then I shall owe to you, you, [this] (same) Archelaus, the entire price of these purchases, and for all and everything that I may claim, or that may be clai[med] in my name against you regarding them. And, as well, to our lord, Rab'el the King'.<sup>40</sup> An almost identical clause appears in *P.Yadin 3* (lines 16-17, 43-46), another deed of sale written a month later by the same scribe for the same piece of property (!). *P.Yadin 4*, a fragmentary papyrus described by the editors as a possible guarantor's agreement for another sale of real estate, was also written by that scribe, not earlier than year twenty-eight of Rab'el. Though heavily damaged, it too seems to contain a similar clause (lines 17-18). Yardeni restores the clause yet again in *P.Hever 2* (lines 21-22), another contemporary document recording a similar transaction.<sup>41</sup> *P.Yadin 1* (93/94 CE) contains the phrase ולמראנא רבאל מלכא כות (lines 9-10, 42, 43), though this document is of a different sort. Described by the editors as a debenture, it records a two-year loan of 150 sela's taken by a husband from his wife out of funds brought by her into the marriage as part of her dowry. The loan is earmarked for payment of a leasing fee or tax (if this is how the term אכרי is to be interpreted) of an unspecified property.<sup>42</sup> The context of the phrase ולמראנא רבאל מלכא כות is not well preserved, so its meaning must be determined by analogy to parallels in the other texts. *P.Yadin 9* is tentatively described by the editors as 'a waiver of claims pursuant to sale', which they assume to be a sale of land, though the nature of the transaction is not altogether clear because of damage to the papyrus. The document, written by the scribe Yohana bar Makkuta,<sup>43</sup> was issued in the

<sup>38</sup> See above, nn. 7 and 10.

<sup>39</sup> See J.F. Healey, *The Nabataean Tomb Inscriptions of Mada'in Salih*, Oxford 1993 (henceforth Healey); id., 'Sources for the Study of Nabataean Law', *New Arabian Studies* 1, 1993, 203-14.

<sup>40</sup> *Documents*, 209-11.

<sup>41</sup> Yardeni, *Textbook*, vol. A, 290-92.

<sup>42</sup> See the extensive commentary on *P.Yadin 1* in *Documents*, 170-200.

<sup>43</sup> On the elusive ethnic and religious identity of this scribal chameleon see T. Ilan, 'Yohana bar Makoutha and Other Pagans Bearing Jewish Names', in A. Demsky (ed.), *These Are The Names: Studies in Jewish Onomastics*, III, Ramat Gan 2002, 109-19; Cotton (above, n. 14), 227-28.

year 122 CE, that is to say, after the establishment of Roman rule in Arabia.<sup>44</sup> Here too (line 9) we find the same phrase, but with the significant substitution of Caesar for Rab'el: ולמראנא קיסר כות. Again, the sense of the passage must be established by analogy. In the same year, the same scribe — writing this time in Jewish script — wrote out a different contract (*P. Yadin* 8) attesting to the purchase of a donkey. In lines 8-9 we find, albeit with lacunae, a string of phrases reminiscent of those quoted above from *P. Yadin* 2: ורן אִמְרָא מִן דְּנָה סִיְהוּא לֶךְ עִמִּי כוּלְסָן ] ] [ 45] וְכִסְפָּא סֻלְעִין סֻסִּים וְלִמְרָאנָא קִיסָר כּוּת. This has been translated: 'And if I ... and deviate from this, you will have with me (=I will owe you) the entire [...(=*amount*).][[...][...][...]silver (in the amount of)... (=eight) sela's. And to our lord, Caesar, as well'.<sup>46</sup>

Before addressing the question of the meaning of the clause, we should note one more instance of its appearance, this time in what is surely a Greek calque of the Nabatean formula. In *P. Yadin* 5, a contract of deposit from 110 CE issued to Jesus, son of Jesus (Babatha's first husband) for money held in trust for him by his late father's brother, we find the truncated phrase: καὶ Καίσαρι ὠσαύτως.<sup>47</sup> In what follows we will see that the Greek phrase is not only semantically but also functionally equivalent to the Nabatean.<sup>48</sup>

The primary discussion of the clause in the new edition is found in the commentary to *P. Yadin* 2:13-16. There we find we find that lines 14-16 are interpreted as a penalty clause: 'If the vendor, 'Abi-'adan, alters any of the terms of the contract she is liable for the entire price of the purchase, including the payment to the king, and she continues to bear responsibility for clearance of all claims'.<sup>49</sup> The 'payment to the king' is not, however, taken by the editors to refer to a penalty paid to the king, but rather to the vendor's liability for any outstanding debt of land tax (or sales tax?) on the property being sold. In the passage immediately preceding (lines 13-14), after a defension clause guaranteeing the purchaser Archelaus immunity against claims from third parties, 'Abi-'adan declares that she has likewise paid her prorated portion of the obligatory annual fee or tax owed the king: כּוּדְנָה ]פ[ לְקַת אֲבִיעֵדן דָּא עַל גְּנָתָא דָּא ]ח[ חֶלֶק מְרָאנָא גְּנָא אֲכָרִי לְשִׁנְתָּא דָּא כּוּת. Earlier, in the discussion of our clause in *P. Yadin* 8:9, describing the sale of a donkey, we are told: 'Finally, the Roman ruler is also rendered his permanent due in the customary amount. The fact that this provision, which is prominent in the Jewish-Aramaic<sup>50</sup> and Nabatean-Aramaic land transactions, is here included in a document recording the sale of chattel property, more or less determines that the intended payment, whether due to the Nabatean king or subsequently to the Roman ruler, did not represent rent or a leasing fee, but rather a tax payment to the governing authority'. We are then referred to the discus-

<sup>44</sup> *Documents*, 268-76.

<sup>45</sup> Comparison with *P. Yadin* 2:15, 3:45 and 9:8 suggests that we should restore at some point in the lacuna: דְּמִי זְבִינִיָּא אֵלֶּה.

<sup>46</sup> *Documents*, 112-13.

<sup>47</sup> *Frag. a*, col. ii, line 10 (Lewis, 36).

<sup>48</sup> This was recognized by H.M. Cotton, 'Land Tenure in the Documents from the Nabataean Kingdom and the Roman Province of Arabia', *ZPE* 119, 1997, 255, n. 1.

<sup>49</sup> *Documents*, 229.

<sup>50</sup> This is puzzling. As far as I know, the only Jewish-Aramaic document containing the clause is *P. Yadin* 8 itself, one of the most 'Nabatean' of the lot.

sion of *P. Yadin* 2:13-14.<sup>51</sup> We are further told: 'It seems that every private transaction, even the purchase of pack animals, was subject to a governmental tax. Usage of comparative כות "as well, in like manner" does not mean ... that the tax paid to Caesar was equivalent to any of the amounts specified above. It is rather a reference to usual practice. In *P. Yadin* 2 and 3 a fixed amount is stipulated for this payment. As noted in the introduction,<sup>52</sup> this payment, which prior to 106 CE went to "our lord, Rab'el, the King" in the Nabatean-Aramaic contracts from Nahal Hever, and to other Nabatean kings as indicated in the tomb inscriptions ..., was henceforth payable to the Roman governmental authorities'. Once again, we are referred to the discussion of *P. Yadin* 2:13-14.<sup>53</sup> The payment to the Nabatean king or Roman emperor following the penalty clause is thus not itself part of the penalty, but a tax of some sort. There is some confusion in the commentary as to whether this refers to an annual property tax (as in *P. Yadin* 2:13-14) or to a one-time sales tax on the transaction.

If we turn back, however, to Yadin's preliminary report on the papyri, we find a very different explanation. There, remarking on *P. Yadin* 2 and 3, he says: 'Each of the above deeds ends with a specification of the fine to be paid, in the event of the purchaser's non-observance of the contract, both to the vendor and to the Nabatean king, the formula being the same as in the Nabatean inscriptions וְלִמְרָאנָא רְבִאל מְלִכָא כוּת ("and to our lord Rab'el the king likewise").'<sup>54</sup> The inscriptions alluded to are the tomb inscriptions mentioned above. Note the difference: for Yadin, the payment is a fine, not a tax, and the vendor is liable only if he fails to meet his contractual obligations. The passages under discussion are, in his opinion, integral parts of the penalty clauses and not distinct obligations.<sup>55</sup>

There is no question that Yadin's explanation is correct and that the current editors have misinterpreted the clause. The flaw in their argument stems from their equation of the tax in *P. Yadin* 2:13-14 (חֶלֶק מְרָאנָא-נְגָא אֲכָרִי לִשְׁנָתָא דָא כוּת) or some putative sales tax with the obligation of the penalty clause (וְלִמְרָאנָא רְבִאל מְלִכָא כוּת), while they have failed to take into account that it is precisely the condition of abrogation or violation of the contract by the vendor and a refund of the purchase money to the buyer which intervene.<sup>56</sup> Nor is כות 'a reference to usual practice'. In all places it means 'likewise' or 'as

<sup>51</sup> *Documents*, 110.

<sup>52</sup> See the preceding note.

<sup>53</sup> *Documents*, 116.

<sup>54</sup> Yadin, 'Expedition D', 241.

<sup>55</sup> See also F. Millar, *The Roman Near East: 31 BC — AD 337*, Cambridge/London 1993, 405; Healey, 'Sources' (above, n. 39), 205-07, 210; Cotton (above, n. 48).

<sup>56</sup> The language defining deviation or violation in *P. Yadin* 2, 3, and 8 is וְאִשְׁנָא מִן דִּנְהָא. For this use of the root שָׁנָא/שָׁנִי in legal formulas see J.C. Greenfield, 'Studies in the Legal Terminology in Nabataean Funerary Inscriptions', in E.Y. Kutscher et al. (eds.), *Henokh Yalon Memorial Volume*, Ramat Gan/Jerusalem 1974, 82-83 (Hebrew). There is a strikingly similar clause in one of the tomb inscriptions of Mada'in Salih: וְדִנְיָ יִשְׁנָא מִן דִּי עַל דִּי עֵלָא פְּאִיתִי עִמָּה ('And whoever changes anything of what is on what is above will be liable to Tadhay[?] in the sum of a hundred Haretite sela's and to our lord King Haretat for the same amount'). See Healey, 137 (the translation is his), with notes on pp. 141-42. There is nothing in the clause to suggest that it describes anything but a penalty, and there is no hint of a tax. שָׁנָא/שָׁנִי appears in a similar sense in the Samaritan pa-

well', and it is context which determines 'as well' as *what*. In *P.Yadin* 2:11, 'Abi-'adan declares that Archelaus shall be cleared of any and all claims from a third party, and that 'Abi-'adan 'as well' (כורת) shall make no claims against him. 'Likewise' (כורת), 'Abi-'adan has paid up her share of the property tax (lines 13-14). If she deviates from the agreement, she will have to refund Archelaus' money in full and pay a penalty to the king 'as well' (כורת). This need not mean that the sum owed the king as a fine is necessarily equivalent to the sum paid to the injured party, but we shall see that this is indeed the likely sense.

The payment to the king or emperor appears in the context of penalty clauses in the Nabatean and Jewish Aramaic papyri. This is also the case in the Nabatean tomb inscriptions.<sup>57</sup> In one of them we read explicitly of a קנס (fine), followed by the familiar reference to payment to the king: ומן יעבד כעיר דנה פאיתי עמה קנס לדושרא אלה מןראנא כסוף ('And anyone who does other than this will be liable for a fine to Dushara the god of our lord in the sum of five hundred Haretite sela's and to our lord for the same amount').<sup>58</sup> We may also recall Strabo's description of the Nabateans' public imposition of fines in other circumstances.<sup>59</sup> The phrase καὶ Καίσαρι ὡσαύτως in our Greek document, *P.Yadin* 5, also seems to appear in the context of a penalty clause. We learn this from the surviving text of the preceding line (μετρημῶν δ[ι]πλοῦ[ν] τῶν), in which Lewis plausibly identifies a reference to a double penalty.<sup>60</sup>

All this is not to belittle the importance of the property tax under the Nabatean kings. *P.Yadin* 2:13-14 may very well contain a reference to such a tax, even if it has nothing to do with the penalty clause which follows. The editors find another possible reference to a property tax in *P.Yadin* 7:14-15, while Cotton has analyzed at length the evidence in the Greek papyri for the apparent survival of Nabatean tax practices under Roman administration.<sup>61</sup> But if the connection between property tax and penalty is unlikely in the deeds of sale for real estate, there is even less reason to presume that *P.Yadin* 8, dealing with the sale of a donkey, teaches us anything about an otherwise unknown Nabatean sales tax on chattel. And what are we to make of the same clause in a debenture (*P.Yadin* 1), a contract of deposit (*P.Yadin* 5), or the tomb inscriptions? Must we assume the existence of a loan tax, a deposit tax and a burial tax as well? In all cases, we must return to Yadin's original interpretation: the clause refers to a penalty to be paid to the king or emperor in the case of breach of contract.

The truly remarkable thing about this clause, though, is that upon closer examination we see that it is but a local manifestation of a widespread practice extending from Egypt to Parthia, attested over a period of hundreds of years. The *Fiskalmult*, or payment of

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papyri from Wadi Daliyeh (WDSP 2:6, 7:11, 15:13). See the comments of D.M. Gropp in DJD XXVIII, 51-53.

<sup>57</sup> See the preceding note. On fines in the tomb inscriptions see further Healey, 46-48.

<sup>58</sup> Healey, 226.

<sup>59</sup> Strabo, *Geographica* 16.4.26: Σώφρονες δ' εἰσὶν οἱ Ναβαταῖοι καὶ κτηνικοί, ὥστε καὶ δημοσίᾳ τῷ μὲν μειώσαντι τὴν οὐσίαν ζημία κέῖται ...

<sup>60</sup> Lewis, 40. I will return below to the matter of the double penalty. Lewis writes: '2 and 3 now provide evidence of the same practice under the Nabatean kings'. Does he mean the payment of a given sum to the purchaser as a penalty and an equivalent payment to the king?

<sup>61</sup> *Documents*, 98-99; Cotton in DJD XXVII, 194, 221-23; ead. (above, n. 48), 255-65.

finer for breach of contract into the treasury of the sovereign or state, is widely known from the papyri, where we often find that this fine is equivalent to that being paid to the injured party.<sup>62</sup> In Ptolemaic Egypt the common requirement is of payment of a fine εἰς βασιλικὸν τὸ ἕσον; under the Romans the fines are earmarked εἰς τὸ δημόσιον. The Ptolemaic formula in particular may easily be compared to *וּלְמִרְאָנָא רְבֵאל מִלְכָּא כֹּת*, a comparison which clarifies even further the plain meaning of the Nabatean phrase. The same is true of pre-Roman Parthia, where we find parallel fines paid καὶ τῷ βασιλεῖ τὰς ἕσας, and the like.<sup>63</sup> It is worth noting that while *P.Yadin 5* is a Greek document, it has not fully assimilated the old formula to the more widespread Hellenistic model, but retains a Nabatean flavor, even as it accommodates the change of regime in Roman Arabia.

Finally, let us look once more at the double penalty in *P.Yadin 5*. As Lewis remarks, double penalties have a long history, and we need not necessarily assume Roman influence.<sup>64</sup> I leave open the question of the nature of the doubling here, that is, whether it refers to a double fine to be paid to Jesus, son of Jesus and a simple fine to the treasury, or perhaps to one simple fine each, which together constitute a double penalty. A similarly ambiguous Nabatean burial inscription speaks of liability for double (כפל) the price of the tomb and goes on to declare liability to the god Dushara in the sum of one thousand Haretite sela's.<sup>65</sup> At any rate, note that *P.Yadin 1* speaks repeatedly of a mortgage of three hundred sela's to secure a loan of half that amount (lines 6, 34, 49), which perhaps should be taken to indicate a double penalty owed by the husband to his wife, the creditor, in case of default. This is in fact precisely what we find later in Greek in *P.Yadin 17*, recording a loan in the form of a deposit received by Judah from his wife Babatha. Judah is liable to repay the deposit twofold, plus damages (lines 10-11, 31-32).<sup>66</sup>

I conclude the discussion of the Nabatean Aramaic texts with a brief look at another phrase known previously from Nabatean inscriptions and now found in one of the documents. *P.Yadin 2* opens with a dating formula establishing that the contract was issued in year twenty-eight of Rab'el the King. The text then continues: *ועל חיי עבדת בר <ר>רבאל* (lines 1-2). This is translated: 'and during the lifetime of 'Obodat, son of Rab'el the King, King of the Nabateans — who has brought life and deliverance to his people — and of Gamilat and [Ha]gru, his sisters, Queen[s] of the Nabateans'.<sup>67</sup> Here, adopting a suggestion made by Yadin in his initial report, the editors write: 'Formulaic *ועל חיי* is best taken to mean: "during the lifetime of—," similar in its temporal force to: *לְחַיֵּי*'.<sup>68</sup> On the basis of this document, Yadin had argued that the phrase *ועל חיי*, familiar from the Nabatean inscrip-

<sup>62</sup> The comparison to the *Fiskalmult* was first made by Cotton (above, n. 48). See A. Berger, *Die Strafklauseln in den Papyrusurkunden*, Leipzig/Berlin 1911, 31-38, 93-97.

<sup>63</sup> See *P.Avroman 1* and 2; *P.Dura 19-22*, 24.

<sup>64</sup> Lewis, 40. On double penalties see also Berger (above, n. 62), 128-34; Minns (above, n. 31), 54-55.

<sup>65</sup> Healey, 206-11.

<sup>66</sup> See also *P.Yadin 18:24*, 62.

<sup>67</sup> *Documents*, 208-209.

<sup>68</sup> *Documents*, 217. For use of *ועל* in a temporal sense see also *Documents*, 130 (*ועל היפסית*), 146 (*ועל ימי*).

tions, should be taken as part of the dating formula, and not, as is more commonly thought, as a dedicatory declaration 'for the life of' the named member of the royal family.<sup>69</sup> It would have been proper, however, to mention in the commentary that this suggestion has not fared well among scholars of Nabatean studies and has been largely rejected.<sup>70</sup>

### Bar Kokhba Letters

The fifteen letters found in Locus 7 include thirteen written in Hebrew and Aramaic and another two in Greek. The Hebrew and Aramaic letters were all (with the possible exception of two highly fragmentary texts) dictated by Shim'on, son of Kosiba or by underlings acting on his behalf.<sup>71</sup> Most are addressed to his two lieutenants in Ein Gedi, Yehonathan, son of Ba'yan, and Mesabala, son of Shim'on. The only exceptions are *P.Yadin* 57, addressed to Yehudah, son of Menasheh, and *P.Yadin* 61, apparently addressed collectively to the people of Tekoa. The only other comparable collection of letters belongs to the archive of Yeshua', son of Galgoula, found in Wadi Murabba'at. *P.Hever* 30 is a letter addressed to Shim'on himself.

The letters provide a raw and not terribly endearing picture of Bar Kokhba, the leader under fire, which may be contrasted with the symbolic public persona of the documentary dating formulas and the coins. They deal mostly with matters of logistics and military discipline, thereby leaving the larger questions of the history of the revolt unanswered. Thus, for example, we read in two letters of a requisition for a delivery of salt (*P.Yadin* 56 and 58); Ein Gedi is situated, after all, on the shores of the Dead Sea, where the 'Sodomene' salt known to Galen was produced.<sup>72</sup> The Roman enemy is mentioned only once, in *P.Yadin* 56:5 (רהומיה); there may be another allusion in *P.Yadin* 51:6 (הגואיך). While some of the letters yield coherent texts, others are so poorly preserved that we can only guess at their meaning. In general, the editors have exercised commendable

<sup>69</sup> Yadin, 'Expedition D', 240; id., 'The Nabataean Kingdom, Provincia Arabia, Petra and Engeddi in the Documents from Nahal Hever', *Ex Oriente Lux* 17, 1963, 230.

<sup>70</sup> G.W. Bowersock, *Roman Arabia*, Cambridge/London, 1983, 80, n. 15; E. Puech, 'Présence arabe dans les manuscrits de "la grotte aux lettres" du Wadi Khabra', in H. Lozachmeur (ed.), *Présence arabe dans le Croissant fertile avant l'Hégire*, Paris 1995, 43, n. 25; K. Dijkstra, *Life and Loyalty: A Study in the Socio-Religious Culture of Syria and Mesopotamia in the Graeco-Roman Period Based on Epigraphical Evidence*, Leiden 1995 (especially 34-80); J.F. Healey, *The Religion of the Nabataeans*, Leiden 2001, 178-80.

<sup>71</sup> Yadin, *Bar-Kokhba*, 124, notes that no two letters share the same handwriting and that none seem to have been signed by Shim'on himself. Against Milik's view that *P.Mur.* 43 is an autograph of Bar Kokhba see Y. Yadin, 'Expedition D', *IEJ* 11, 1961, 45, and compare Yardeni's reading in *Textbook*, vol. A, 157. *P.Yadin* 50 was issued in the leader's name by Shim'on, son of Yehudah; the scribe of *P.Yadin* 54, Shemu'el, son of 'Ammi, signed his name at the end of the document. Regarding the authorship of *P.Yadin* 57, note the reservations of Cotton in *Documents*, 357, n. 12, and 365.

<sup>72</sup> Galen, *De Simplicium Medicamentorum Temperamentis ac Facultatibus* 4.20; see M. Stern, *Greek and Latin Authors on Jews and Judaism* II, Jerusalem 1980, 316-21. This is the מלח סדומית of rabbinic literature. See I. Rosenson, 'The Production of Salt in Ancient Israel', *Israel — People and Land* 4, 1986-1987, 224-34 (Hebrew).

restraint and caution in their interpretation of the background and context of the affairs described in these documents.

I restrict my remarks to a brief comment about another commodity produced in the region of Ein Gedi. *P.Yadin* 50 is a letter issued by Shim'on, son of Yehudah in the name of Shim'on, son of Kosibah to Yehonathan and Mesabalah. It contains the warning: ובערה די לא יחרבן ית אלנה ומן די יצחב פרענת תהוה מנך רבה ולטמה די לא יקרר בה אנש ('And [as regards] the cattle — they must not destroy the trees. And should anyone raise a clamor — punishment will be exacted from you, in great (measure). And as regards the *ladanum*/spice [garden] let no person come near.<sup>73</sup> While there is no doubt that Aramaic לטמה is the name of a spice plant, there is some question as to its precise identity. Yadin originally thought to identify לטמה here with the famous balsam groves of Ein Gedi.<sup>74</sup> The editors have proposed to identify it with the shrub from which *ladanum*, an aromatic spice, is produced.<sup>75</sup> At first sight there is no direct connection between the warning about grazing cattle near the trees and the admonition to keep people away from the *ladanum*, which is, strictly speaking, a shrub.<sup>76</sup> There may be such a connection, though. Classical authors — Pliny, in particular — tell us that the *ladanum* of Nabatean Arabia was harvested in a singular way: goats were allowed to graze on the shrubs, whose resin collected in dry lumps in the hairs of their beards. The resin was then combed out and sold.<sup>77</sup> If Bar Kokhba was concerned about unauthorized exploitation of the *ladanum*, then presumably it was this practice he had in mind, and accordingly we should see the protection of the trees (whatever they are) and the *ladanum* as related issues.

The two final documents of Locus 7 are the Greek letters, *P.Yadin* 52 (to Yehonathan and Mesabalah) and *P.Yadin* 59 (to Yehonathan alone). These have been newly edited by Hannah Cotton, with extensive commentary. Cotton argues persuasively that Soumaios, the author of the first letter, is a Nabatean who resorts to writing in Greek because he is unable to write Aramaic in the Jewish script. She raises the possibility that the same is true of the author of the second letter.<sup>78</sup> *P.Yadin* 52 (which must be read together with *P.Yadin* 57) deals with the transport of palm fronds and citrons, needed for the approaching festival of Tabernacles. At the risk of over-interpretation, I would like to sug-

<sup>73</sup> *Documents*, 290. As pointed out to me by the editor of *SCI*, 'let no person touch it' would in fact be a better translation of Aramaic יקרר בה.

<sup>74</sup> *Yadin, Bar-Kokhba*, 128. On balsam in general see Y. Feliks, *Trees: Aromatic, Ornamental, and of the Forest in the Bible and Rabbinic Literature*, Jerusalem 1997, 37-61 (Hebrew). On the groves of Ein Gedi see H.M. Cotton, 'Ein Gedi Between the Two Revolts', *SCI* 20, 2001, 142-46. To her reference to Jerome's commentary on Ezekiel 27.17 we may add two other passages by the same author: *Hebraicae Quaestiones* to Genesis 14.7, p. 18 (*CCSL* LXXII) (*Hoc oppidum est, quod nunc uocatur Engaddi, balsami et palmarum fertile*); *Epistula* 108.11, p. 320 (*CSEL* LV) (*contemplata est balsami uineas in Engaddi*).

<sup>75</sup> *Documents*, 292. See also Cotton (above, n. 74), 151, n. 58 (and contrast *DJD* XXVII, 244).

<sup>76</sup> By way of analogy with the *ladanum*, we might still consider that the trees in question are those of the balsam groves. There is no way, however, to prove this.

<sup>77</sup> See especially Pliny, *NH* 12.73-74. On *ladanum* in general: Feliks (above, n. 74), 85-88.

<sup>78</sup> *Documents*, 349-66. See also H.M. Cotton, 'The Bar Kokhba Revolt and the Documents from the Judaean Desert: Nabataean Participation in the Revolt (*P.Yadin* 52)', in Schäfer (above, n. 25), 143-52. On the broader question of Nabatean participation in the revolt see also the contributions of M. Mor, W. Eck and G.W. Bowersock in the same volume.

gest that it is perhaps possible to identify a trace of distinctly Jewish coloring in the Greek idiom of the letter, and not only in its subject (this has no bearing on the Nabatean identity of the author). Soumaios seeks to expedite the delivery on account of the festival — δι[ὰ τ]ῆν ἑορτήν. In Second Temple and tannaitic literature Tabernacles is the festival *par excellence* and is frequently called simply 'The Festival'. This may be reflected in Josephus' reference in *AJ* 13.372 to Tabernacles in the days of Alexander Jannaeus as τῆς ἑορτῆς.<sup>79</sup> This connotation would make sense in the context of Soumaios' letter. On the other hand, generic ἑορτή may merely represent an outsider's undifferentiated reference to the upcoming Jewish holiday.

To borrow from the words of the High Priest on the Day of Atonement: 'There is more written here than that which I have read before you' (*m. Yoma* 7.1). I have been able to touch on only a small part of the wealth of material in the volume under review. Even where I have taken issue with one of the editors' interpretations or another, none of the discussion would be possible but for their truly monumental achievement.

The documents in this volume show us slices of daily life of both Jews and Nabateans in a period of dramatic change followed by violent turmoil. The often intimate relations between these peoples, before and even during the revolt, are themselves a discovery of no small significance. The texts present us with a fresh perspective on a variety of matters familiar to us to a greater or lesser degree from literary and epigraphic sources. But that is not all. Thanks to the papyri of the Judean Desert, among which the texts before us hold so prominent a place, we have been introduced to facets of life in that period whose very existence was wholly unimagined.

The public fanfare that surrounded the original announcement of the papyri has long subsided. One wonders whether we would encounter a similar reaction today were these texts uncovered now for the first time, for ours is a more jaded and cynical generation. Yet those who immerse themselves in the study of these documents may still feel something of the unmediated vitality of the world which they reveal and of the people who inhabited it. If you listen closely enough, perhaps you will hear their voices.

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<sup>79</sup> Some manuscripts omit the article. See the discussion in J.L. Rubenstein, *The History of Sukkot in the Second Temple and Rabbinic Periods*, Atlanta 1995, 82.