Book Reviews


This book is a revised version of Gross’ 2005 New York University dissertation written under the supervision of Baruch Levine. The monograph reflects Gross’ mastery of the relevant cuneiform and Aramaic materials, and his thorough understanding of the legal traditions involved.

In this study Gross addresses the issue of to what extent we can speak of a discrete Aramaic legal tradition (p. 1) and traces the origins of the formulary used in Aramaic legal documents. At the same time he looks to sketch the history of their development (p. 1). The book is divided into four chapters: an introduction, three core chapters discussing three Aramaic legal formulae, and a conclusion.

Chapter 1, ‘Introduction’ (pp. 1–45) defines the object of study: the acknowledgment of receipt formula, the investiture clause, and the warranty clause, and summarizes previous scholarship on Aramaic legal formulary. It also delimits the relevant corpora (cuneiform and Aramaic legal documents) and defines the method to be used, adopting most of the assumptions of the Assyriological approach developed by Y. Muffs in what has become the most influential work on ancient Near Eastern legal formulae. Gross also suggests, as Muff did, that an Egyptological approach also be used to complement the dominant Assyriological approach to the Aramaic legal formulae. I will take this opportunity to offer a few comments from an Egyptological perspective.

Chapter 2 (pp. 46–91) is devoted to ‘the acknowledgment of receipt clause’ whose twofold purpose is to acknowledge that (i) the seller has received the price in full and that (2) the purchaser is quit from all his obligations. According to Gross, the presence of clear cuneiform parallels would suggest

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‘either a direct appropriation of this terminology from cuneiform traditions by Aramaic scribes or a common source that influenced both’ (p. 47). The diversity of the legal terminology used in Aramaic documents through the centuries would also suggest both multiple layers and multiple points of contact with the cuneiform legal traditions. In this context, Old Babylonian ‘full price’ and ‘completion’ clauses are analysed. Gross describes the completion clauses attested in Elephantine as appearing to be ‘wholly different from the cuneiform material’ (p. 67). While the cuneiform tradition describes the transaction in the third person, the Elephantine deeds ‘are structured in first person declaration’ (p. 67). Nonetheless, Gross argues, ‘much of the overall structure and even the terminology resemble the cuneiform antecedents’ (p. 67). The similarities between the Aramaic and Egyptian traditions however, seem to be stronger than the similarities between the Aramaic and cuneiform traditions. Structuring the legal documents as first-person declarations goes back to Old Kingdom Egyptian legal documents.3 The Stele of Ahmose-Nefertari4 (early 18th dynasty, 1550–1450 BCE) includes all the elements of the Elephantine clause: the verb ‘to give’ (rdš): ‘I have given her a male and female servant …’ (l. 10),5 and a satisfaction clause: ‘I am satisfied with the price’ grh.kw[t] hry t šummt (l. 13)

Chapter 3 (pp. 92–150) covers the investiture clause (also called the šallḫt clause), its cuneiform background, its use in Elephantine, in Wadi ed-Daliyeh, in Jewish Aramaic and Nabatean materials from the Judean desert, and Nabatean tomb inscriptions, concluding with the Syriac slave sale from Dura Europos. In his conclusion Gross labels the investiture clause as ‘the defining element of the Aramaic sale formula’ and affirms ‘that it ultimately stems from West Semitic legal traditions’ (p. 199). There is, however, sufficient evidence

3) See the house purchases from the Gebelein papyri, Cairo JE 66844, fourth dynasty (2639–2504 BCE), Nigel C. Strudwick (ed. Ronald J. Leprohon), Texts from the Pyramid Age (Writings from the Ancient World, 16; Society of Biblical Literature; Leiden: Brill, 2005), no. 102, pp. 185–186.
