

# Boaz in the Gate (Ruth 4,1–12): Legal Transaction or Religious Ritual?

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## Introduction

The novelistic narrative in the Book of Ruth is praised for its plainness and beauty – and rightly so<sup>1</sup>. The story is indeed an easy read and never fails to touch its readers. Even on our side of the gap of more than 20 centuries, the characters in the story and the network of relations between them have retained their recognisability. However, the apparent lightness of subject matter<sup>2</sup> and style harbours the danger of misconception – thinking that one understands a story is the best set-up for not understanding it. In addition, the general appreciation of the story veils a set of exegetical problems such as: (1) the question how to render 'elohîm in the vow of Ruth: 'god'; 'gods' or 'ancestor deities'?'; (2) the exact nature of the concept of *ḥesed*; (3) the question to what degree Ruth became a Judahite<sup>3</sup>, (4) the question whether the combination of the levirate marriage and the redemption of parcels of land is only a local custom<sup>4</sup>; and (5) how to construe Boaz' dealings in the city gate after spending the night with Ruth at the threshing floor. It is this last question that the following article addresses; particularly the question whether the scene describes a legal act (or several legal acts) conducted at the equivalent of a civil court, or a religious ritual, comparable to a church marriage. Indeed, we propose that it is both, and that a strict differentiation between the two spheres is incompatible with the worldview reflected in the narrative.

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- 1 Goethe famously refers to it as “das lieblichste kleine Ganze, ... das uns episch und idyllisch überliefert worden ist” (J.W. von Goethe, *Noten und Abhandlungen zu besserem Verständnis des West-Östlichen Diwans*). Scholars arriving at a similar assessment are, e.g., Hermann Gunkel, 'Ruth', in: *Reden und Aufsätze*, 1913, 65–92; E.F. Campbell, *Ruth (AB)*, 1975, 3.
  - 2 Feminist and post-colonial readers have correctly observed that the book of Ruth is, in fact, not 'idyllic' at all, but rather a struggle for survival in a world marked by famine, death, patriarchy and xenophobia (see, e.g., P. Trible, 'Two Women in a Man's World', *Soundings* 59 (1976): 251–279; Jürgen Ebach, 'Fremde in Moab – Fremde aus Moab', in: Jürgen Ebach, Richard Faber (eds), *Bibel und Literatur* 1995, 277–304; Laura E. Donaldson, 'The Sign of Orpah: Reading Ruth Through Native Eyes', in: Rasiah S. Sugirtharajah (ed.), *The Postcolonial Biblical Reader* 2006, 159–170).
  - 3 See, recently, Volker Haarmann, *JHWH-Verehrer der Völker: Die Hinwendung von Nichtisraeliten zum Gott Israels in alttestamentlichen Überlieferungen (AThANT 91)*, Zürich, 255–73.
  - 4 Or indeed, whether a combination of the two is at stake at all in the narrative (see, to the contrary, Robert Gordis, 'Love, Marriage, and Business in the Book of Ruth: A Chapter in Hebrew Customary Law', in: H.M. Beam e.a. (eds), *A Light Unto My Path: Old Testament Studies in Honor of Jacob M. Myers*, 1974, 241–64; Tamara C. Eskenazi, Tikva Frymer Kemski, *Ruth, the Traditional Hebrew Text With the New JPS Translation/Commentary*, 2011, xxxv–xxxviii).

## The Acts in the Gate

In Ruth 4,1–12 the following section of the narrative is related:<sup>5</sup>

Now Boaz went up to the gate, and sat him down there: and, behold, the near kinsman of whom Boaz spoke came by; to whom he said:

“Ho, such a one! Turn aside, sit down here.”

He turned aside, and sat down. He took ten men of the elders of the city, and said:

“Sit you down here.”

They sat down. He said to the near kinsman:

“Naomi, who has come back out of the country of Moab, is selling the parcel of land, which was our brother Elimelech’s. I thought to disclose it to you, saying, buy it before those who sit here, and before the elders of my people. If you will redeem it, redeem it: but if you will not redeem it, then tell me, that I may know; for there is none to redeem it besides you; and I am after you.”

He said

“I will redeem it.”

Then said Boaz:

“What day you buy the field of the hand of Naomi, you must buy<sup>6</sup> it also of Ruth the Moabitess, the wife of the dead, to raise up the name of the dead on his inheritance.”

The near kinsman said,

“I can’t redeem it for myself, lest I mar my own inheritance: take my right of redemption on you; for I can’t redeem it.”

Now this was the custom in former time in Israel concerning redeeming and concerning exchanging, to confirm all things: a man drew off his shoe, and gave it to his neighbour; and this was the manner of attestation in Israel. So the near kinsman said to Boaz,

“Buy it for yourself.”

He drew off his shoe. Boaz said to the elders, and to all the people,

“You are witnesses this day, that I have bought all that was Elimelech’s, and all that was Chilion’s and Mahlon’s, of the hand of Naomi. Moreover Ruth the Moabitess, the wife of Mahlon, have I purchased to be my wife, to raise up the name of the dead on his inheritance, that the name of the dead not be cut off from among his brothers, and from the gate of his place: you are witnesses this day.”

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5 We mainly follow the ASV.

6 On the textual problem in verse 5, see below.

All the people who were in the gate, and the elders, said,

“We are witnesses. Yahweh make the woman who has come into your house like Rachel and like Leah, which two built the house of Israel: and do you worthily in Ephrathah, and be famous in Bethlehem: and let your house be like the house of Perez, whom Tamar bore to Judah, of the seed which Yahweh shall give you of this young woman.”

Several readers<sup>7</sup> have remarked the ceremonious language characterizing this scene at the city gate in which Boaz officially redeems Naomi’s land and ‘acquires’ Ruth as his bride. The passage is indeed an intriguing blend of theatrical *performance* – especially by Boaz – and *performative language* (‘I hereby acquire ...’). At least the first part of the scene – up to the blessing pronounced on Boaz by the elders – is easily read as no more than a combination of legal transactions – acquisition of property in the framework of a marriage contract. Hermann Gunkel, Gillis Gerleman, Derek Beattie, Bruce Wells, and Bernard Levinson, among others, follow this line of reasoning.<sup>8</sup> Other scholars assume to the contrary that the act should be seen as a religious ritual.<sup>9</sup> Every now and then, a scholar nuances the strict distinction between ‘legal’ and ‘religious’ somewhat. Edward F. Campbell, for example, introduces a religious ethical framework for the legal actions: “All of the decisions to be made and acts to be taken are governed by the overarching commitment of honouring God by caring for neighbour.”<sup>10</sup> Peter Lau looks at the acts in the gate from a social-identity perspective. He does not approach the report from a religious or a legalistic point of view.<sup>11</sup> Our article travels a different road. Based on the narrative discourse of the Book of Ruth, relevant texts from other parts of the Hebrew Bible, some archaeological evidence, and a

7 E.g., Gillis Gerleman, Ruth; Das Hohelied (BK XVIII), 1965: “fast pedantisch” (p. 36) and “feierlich” (p. 37); Kirsten Nielsen, ‘Le choix contre le droit dans le livre de Ruth. De l’aire de battage au tribunal’, VT 35 (1985): 209–210; Dana N. Fewell, David M. Gunn, ‘Boaz, Pillar of Society: Measures of Worth in the Book of Ruth’, JSOT 45 (1989): 45–59; Kirsten Nielsen, Ruth (OTL), 1997, 81–92.

8 Gunkel, ‘Ruth’; Gerleman, Ruth; Das Hohelied, 7–9; D.R.G. Beattie, ‘The Book of Ruth as Evidence for Israelite Legal Practice’, VT 24 (1974), 251–267; Edouard Lipiński, ‘Le mariage de Ruth’, VT 26 (1976), 124–27; Bruce Wells, The Law of Testimony in the Pentateuchal Codes (BZAR 4), 2004, 22–40; Volker Wagner, Profanität und Sakralisierung im Alten Testament (BZAW 351), 2005, 320; Ada Taggar-Cohen, ‘The Covenant as Contract: Joshua 24 and Legal Aramaic Texts from Elephantine’, ZAR 11 (2005), 36; Bernard M. Levinson, Legal Revision and Religious Renewal in Ancient Israel, 2008, 22–56; Agnethe Siquans, ‘Foreignness and Poverty in the Book of Ruth: A Legal Way for a Poor Foreign Woman to Be Integrated into Israel’, JBL 128 (2009), 443–52. Rainer Albertz and Rüdiger Schmitt (Family and Household Religion in Ancient Israel and the Levant, 2012) do not mention Ruth 4 in particular, but posit in general that “blessings were apparently the only rites of a religious nature performed during marriage ceremonies, while the form of the entire ceremony was entirely legal in nature” (Albertz and Schmitt, Family, 399).

9 Michael D. Goulder, ‘Ruth: A Homily on Deuteronomy 22–25?’, in Heather A. McKay, David J.A. Clines (eds), Of Prophets’ Visions and the Wisdom of the Sages: Essays in Honor of R. Norman Whybray on his Seventieth Birthday (JSOT Sup 162), 1993, 307–19.

10 Campbell, Ruth, 31.

11 Peter H. W. Lau, Identity and ethics in the Book of Ruth: A Social Identity Approach (BZAW 416), 2010, 55–89.

comparison with a recently published marriage contract from *āl Yahudu*<sup>12</sup>, we argue that the scene does not describe either a legal action or a religious ritual but a combination of both. Unlike Campbell, who introduces ‘religion’ into a ‘legal’ scene on the basis of ethics, we let our analysis be guided by ritual and performance studies, based on the assumption that the seemingly clear distinction between ‘sacred’ and ‘mundane’ affairs is a misconception – for the Ancient world in any case, and perhaps for our own as well.

## Western Preconceptions and the World View of Ancient Israel

The location of the scene (in the city gate – “Stelle des öffentlichen Rechts”<sup>13</sup> – instead of a local sanctuary), its subject matter (property rights and the ‘acquisition’ of a wife), and the participants (‘the elders’) all seem to fit the framework of a legal transaction: property is transferred from one owner to another. In our day and age, a similar matter might be settled at a civil court, or at the notary’s office. Approached from this angle, the acts cannot be seen as a ritual comparable to prayer or sacrifice – they fall into a completely different category. Or do they? How well do our categories of ‘mundane’ or ‘civil’ versus ‘religious’ or ‘sacred’ fit the worldview reflected in the book of Ruth?

The distinction between ‘legal procedure’ and ‘religious ritual’ is characteristic of a modern, Western, disenchanted view on reality. In our secular society we are accustomed, even required to separate the religious from the secular. However, there are strong indications that in the mind of the ancient Israelites, these dimensions were intertwined.<sup>14</sup> The Torah underlines time and again that there is no such thing as ‘just’ legal issues – matters of law are always bound up with the covenant with YHWH. We suggest that the correlation between both spheres reaches further than a religiously inspired motivation for the formulation of or abidance by certain laws. Rather, the texts suggest a far-reaching

12 Kathleen Abraham, ‘West Semitic and Judean Brides in Cuneiform Sources from the Sixth Century BCE: New Evidence from a Marriage Contract from *Āl-Yahudu*’, *Archiv für Orientforschung* 51 (2005/2006), 198–219.

13 Gunkel, ‘Ruth’, 79. It is common knowledge that the entrance gate of the ancient Israelite and Judean cities was the location for civil procedures of the community. See, besides Gunkel, e.g., Herbert Niehr, *Rechtsprechung in Israel: Untersuchungen zur Geschichte der Gerichtsorganisation im Alten Testament* (SBS 130), 1987, 108–09; Pietro Bovati, *Re-establishing Justice: Legal Terms, Concepts and Procedures in the Hebrew Bible* (JSOT Sup 105), 1994; Eckart Otto, ‘Zivile Funktionen des Stadttors in Palästina und Mesopotamien’, in: S. Timm, M. Weippert (eds), *Meilenstein. FS Herbert Donner (Ägypten und Altes Testament 30)*, 1995, 188–197; Michael Weißl, *Torgottheiten* (Dissertation, Universität Wien), 1998, 137–38; Tina Haettner Blomquist, *Gates and Gods: Cults in the City gates of Iron Age Palestine: An Investigation of the Archaeological and Biblical Sources* (CB OTS 46), 1999, 189–93; Oded Borowski, *Daily Life in Biblical Times*, 2003, 15–16.21–22.

14 See, e.g., Eckart Otto, *Theologische Ethik des Alten Testaments* (ThW 3.2), 1994; Volker Wagner, *Profanität und Sakralisierung im Alten Testament* (BZAW), 2005; Reinhard G. Kratz, ‘Theologisierung oder Säkularisierung? Der biblische Monotheismus im Spannungsfeld von Religion und Politik’, in: Okko Behrends (ed.), *Der biblische Gesetzesbegriff: Auf den Spuren einer Säkularisierung*, 13. Symposium der Kommission “Die Funktion des Gesetzes in Geschichte und Gegenwart” (AAWG.PH 278), 2006, 43–67; Bruce Wells, ‘The Cultic Versus the Forensic: Judahite and Mesopotamian Judicial Procedures in the First Millennium B.C.E.’, *JAOS* 128 (2008), 205–32; Patrick D. Miller, *The Ten Commandments (Interpretation)*, 2009, 1–9.

integration between ‘the secular’ and ‘the sacred’. The enumerations of laws in Leviticus and Deuteronomy are especially revealing in this regard, since here, matters we would instinctively categorize as ‘religious’ (purity laws, admonitions about sacrifices, etc.) are mentioned in one breath with apparently ‘secular’ matters. In Leviticus, the motivation of a precept is always the same: *’ani yhwh*, ‘I am YHWH’, whether the issue at hand concerns proper marriage partners (Lev 18,6), harvesting practices (Lev 19,10), the prohibition to make idols (Lev 19,4), reverencing the Sabbath and the sanctuary (Lev 19,30) the treatment of strangers (Lev 19,34), or the use of honest scales (Lev 19,36).<sup>15</sup>

In the case of redemption (Lev 25,25–28) and Levirate (Deut 25,5–10), the practice is not tied with so many words to YHWH. However, in both cases, context (enumerations of laws pertaining to life in the Promised Land) as well as speaker (YHWH via Moses, Lev 25,1/Deut 6,1) point unequivocally towards a religious framework.

The message seems clear: the world is not divided into a ‘religious’ sphere (including sacrifice, prayer, holy places and holy times) on the one hand and a ‘non-religious’ one (including legal matters, agriculture, procreation etc.) on the other. A better grid would perhaps be based on the categories ‘sacred’ versus ‘profane’, ‘sacred’ being anything in accordance with YHWH’s precepts, and ‘profane’ anything that disturbs his ordering of things.

### Boaz in the Gate: Literary Devices and Intertextual Allusions

The passage in Ruth 4 confirms this interweaving of ‘secular’ and ‘religious’ aspects through a range of literary devices and intertextual allusions. Subject matter that may be located on the more ‘secular’ end of the spectrum even for the original audience is *ritualized* through specific use of language. The notion of *ritualization*, very briefly, is based on an active, creative, context-based construal of ritual. It views ritual not as a fixed set of ‘sacred’ acts to be performed by a fixed (group of) person(s) at a fixed locale, but rather as “the very drawing, in and through the activity itself, of a privileged distinction between ways of acting, specifically between those acts being performed and those being contrasted, mimed, or implicated somehow.”<sup>16</sup> It does not look at actions *per se*, but considers context to be crucial for understanding. There is a continuous circular influence between the context in which a certain act is performed, the act itself, and the participant(s) carrying out and/or undergoing this act. In the case of a lived ritual, context may be quite literary the location, or the time, or other concrete conditions. In the case of a text, context is created through language, particularly though – but by no means limited to – intertextual allusions.

In Ruth 4, a number of features point to processes of ritualization. First of all, throughout the entire scene, there is a palpable desire to ‘do things right’. Boaz is excessive in his industrious efforts to first get everybody in exactly the right spot, and then get them to utter

15 For details see J. Milgrom, *Leviticus 17–22: A New Translation with Introduction and Commentary* (AB 3A), 2000; Volkert Wagner, ‘Die Autorisierung von Nachträgen in Texten der Tora durch die Formel *’ani yhwh* (’elohékem)’, *BZAR* 17 (2011), 241–67.

16 Catherine Bell, *Ritual Theory, Ritual Practice*, 1992, 90.

exactly the right responses. The image of a stage production comes to mind, including a director – who also happens to be the protagonist – an antagonist, and a ‘choir’, which functions as both witness and commentator. The comparison with theatre is significant. The observation that ritual and (theatrical) performance are closely related is no novelty.<sup>17</sup> Both exist by grace of the tension between a fixed script and the necessity to apply this script to the current situation – in short, to perform and thereby appropriate it. We suggest that this is exactly what is happening in Ruth 4. The text presents a community that not only knows the script, but also performs it – with a vengeance.<sup>18</sup>

The performance is reported in the text, but what do we know about the script? It makes sense to assume that the narrator as well as the characters in the story and the reading audience would have a script at their disposal in the common cultural memory. We do not have that script at hand but it can be assumed that its building blocks were to be found both in the laws and narratives of the Torah and in local customs and traditions. Especially the former assumption (i.e., that the script was at least partially based on the Torah) implies that knowledge of the script would presuppose a self-perception as part of YHWH’s people. This seems to be a truism – after all, YHWH is invoked time and again throughout the narrative –, but it is important to emphasize if we are to understand the nature of the ritual performed in the gate of Bethlehem.

It is also significant that the performance is not a one-on-one application of the laws of Levirate marriage and the redemption of land to the situation in *Ruth*. The question how the laws found in Deut 25,5–10 (Levirate) and Leviticus 25 (redemption of land) are related to the story of Ruth has riddled many scholars.<sup>19</sup> To add to the confusion, in Ruth 4 these laws are intertwined with the traditional custom to redeem property within the extended family.<sup>20</sup> Ruth 4,5 contains a textual problem that complicates the matter even further. According to the *qerê – qānītā*, Boaz states that the unnamed redeemer has to marry Ruth if he wants to redeem Naomi’s land. The *ketib – qānītī*, however suggests that Boaz himself will marry Ruth. We will not go into a detailed discussion of the various viewpoints taken in this

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17 See, e.g., Victor Turner, *From Ritual to Theatre: The Human Seriousness of Play* (Performance Studies Series 1), 1982; Richard Schechner, *Performance Studies: An Introduction*, 2002.

18 With this reading we go one step beyond the view of Taggar-Cohen, ‘The Covenant as Contract’, 36, who argues that texts like Josh 24 and Ruth 4 should be construed as a negotiation in dialogical form, reflecting a legal procedure.

19 Otto, *Theologische Ethik*, 57–61. 249–56 (with lit.); Levinson, *Legal Revision*, 22–56; Dvora E. Weisberg, ‘The Widow of our Discontent: Levirate Marriage in the Bible and Ancient Israel’, *JSOT* 28 (2004), 403–29; Siquans, ‘Foreignness and Poverty’. Both Nielsen, ‘Choix’; Nielsen, Ruth, 84–85, and Fewell and Gunn, ‘Boaz’, construe the combination of Levirate and Redemption as a deliberate device used by Boaz to accomplish his goals, thereby stretching common law to its limits. Irmtraud Fischer asserts that the “associative exegesis” of both laws reflects a “halakhah” that could be called “feminist” (Irmtraud Fischer, ‘The Book of Ruth: A ‘Feminist’ Commentary to the Torah?’, in: Athalya Brenner (ed.), *A Feminist Companion to Ruth and Esther (A Feminist Companion to the Bible)*, 1999, 40–41). Reversely, Tamara Cohn Eskenazi and Tikva Frymer-Kensky negate that Levirate marriage is at stake in the text in the first place (Eskenazi and Frymer-Kensky, *Ruth*: ).

20 The institution of the *ge’ullā*, see, e.g., Jer 32,6–9; Neh 5,8; Job 6,23; see, e.g., Eryl W. Davies, ‘Ruth 4:5 and the duties of the *gō’ēl*’, *VT* 33 (1983), 231–34.

matter.<sup>21</sup> Let it suffice to say that the unusual combination of two initially unrelated laws shows the creativity with which the book of Ruth deals with the ‘prescribed script’ – or the ‘prescribed scenario’. The community of Bethlehem is not only embedded in the relationship with God, but also confident enough to play with it if the situation requires it.<sup>22</sup>

Apart from the general impression that the text presents a ritual performance of covenant law, several details on word level also point in the direction of ritualization. One is the emphatic use of *‘ēdîm*, witnesses, in verses 9–11. After Boaz and the nameless other redeemer have agreed that Boaz will redeem Naomi’s field and marry Ruth, Boaz designates the people in the gate as witnesses to a contract: *‘ēdîm ‘attem hayyôm*, ‘today you are witnesses’. In other words, these citizens are cast in the performative role of observing witnesses.<sup>23</sup>

This formulation is reminiscent of Joshua 24,22, where Joshua reminds the people that they are witnesses against themselves that they will serve YHWH. Joshua and YHWH make a covenant, the community is included in the regulations, and the people react with an act of acceptance: ‘And they said [‘we are] witnesses (*‘ēdîm*)’.<sup>24</sup> Here too the *‘ēdîm* are observing witnesses.<sup>25</sup>

Another instance in which the *‘ēdîm* play an important role is Jer 32.<sup>26</sup> Intriguingly, the issue at stake here is very similar to Ruth 4: Jeremiah is approached by a relative, who asks him to redeem his property. This is followed by a divine summons: “Buy for yourself the field with money, and call in witnesses (*‘ēdîm*).”<sup>27</sup> The narrative ends in the promise that YHWH will restore his people, and that “fields will be bought for silver, and deeds will be signed, sealed, and witnessed in the territory of Benjamin, in the villages around Jerusalem, in the towns of Judah and in the towns of the hill country [...] because I will restore their fortunes.”<sup>28</sup>

It would be conjecture to assume any direct and intended intertextual relation between Ruth 4 and texts from Joshua and Jeremiah. But the fact that in Joshua as well as in other

21 See next to commentaries D.R.G. Beattie, ‘Kethibh and Qere in Ruth IV 5’, VT 21 (1971), 490–494; Beattie, ‘Ruth as Evidence for Israelite Legal Practice’; Nielsen, Ruth, 82; Peter H. W. Lau, Identity and ethics in the Book of Ruth: A Social Identity Approach (BZAW 416), 2010, 69–74.

22 See also Levinson, Legal Revision, 22–56.

23 On the distinction between ‘observing’ and ‘testifying’ witnesses, see Gene M. Tucker, ‘Witnesses and Dates in Israelite Contracts’, CBQ 28 (1966), 42–45; Adrian Schenker, ‘Zeuge, Bürge, Garant des Rechts – Die drei Funktionen des Zeugen im Alten Testamen’, BiZs 34 (1990), 87–90; Bovati, Re-establishing Justice, 257–93; Wells, The Law of Testimony, 22–40; Pietro Bovati, Ristabilire la giustizia: procedure, vocabolario, orientamenti (Analecta Biblica 110), 2005, 242–43.

24 The Hebrew text only has the noun *‘ēdîm* that should be construed as a nominal clause, dressed as an outcry; the LXX leaves the final word of the clause untranslated.

25 See Wells, The Law of Testimony, 2004, 43.

26 On this chapter see, e.g., William L. Holladay, Jeremiah 2: A Commentary on the Book of the Prophet Jeremiah Chapters 26–52 (Hermeneia), 1989, 202–20; Andrew G. Shead, The Open Book and the Sealed Book: Jeremiah 32 in its Hebrew and Greek recensions (JSOT Sup 347), 2002; Janneke Stegeman, ‘Reading Jeremiah Makes Me Angry!’ The Role of Jeremiah 32[39]:36–41 in Transformation within the ‘Jeremianic’ Tradition’, in: W.Th. van Peursen, J.W. Dyk (eds), Tradition and Innovation in Biblical Interpretation: Studies Presented to Professor Eep Talstra on the Occasion of his Sixty-Fifth Birthday (SSN 57), 2011, 45–67; Steed Vernyl Davidson, Empire and Exile: Postcolonial Readings Of Selected Texts In Jeremiah (Library of Hebrew Bible/Old Testament Studies 542), 2012, 55–87.

27 Jer 32,25.

28 Jer 32,44; here too the *‘ēdîm* are observing witnesses, see Wells, The Law of Testimony, 2004, 43.

instances in the Torah and the Deuteronomistic History<sup>29</sup>, witnesses function between God and his people (and not just on a horizontal level within legal contexts) is at least a strong hint that this is intended in *Ruth* as well. It also emphasizes, once again, the role of the community: they are not just an audience observing a performance, but an essential part of the performance itself. Summing up, then, we construe the use of the noun *‘ēdīm* not just as a reference to a part in a juridical procedure, but also as a reference to a world-view in which being a witness in a legal procedure also includes being a witness *coram deo*.

### The City-Gate: An Archaeological Side-step

The overlap between ‘legal’ and ‘religious’ spheres of life is corroborated by archaeological findings. Excavations in city gates in Iron Age Israel and Judah have revealed a plethora of material, which we will not treat in any depth here. Tina Haettner Blomquist has collected and evaluated all traces of cult in these entrance gates. In many city gates cultic utensils were found. This leads her to the conviction that the city gate in Ancient Israel and Judah was not only a public space to negotiate civil affairs, but a space for religious devotion as well.<sup>30</sup> Applying her insights to Bethlehem, one could conclude that a religious/ritualized context for *Ruth* 4 is supplied by more than literary devices. The physical location of the scene implies a religious context as well. This interpretation is further endorsed by 2 Sam 23,15–16, which mentions the existence of a cistern close to the gate of Bethlehem. We do not claim the historical trustworthiness of this remark. We only assume that the existence of this cistern was part of the narrative world and cultural memory of the author and the readers of the Book of *Ruth*. The note that David would not drink from the water of that cistern brought to him in the cave of Adullam, but *wayyasēk ‘otām l’yhwh*, ‘poured it out to YHWH’,<sup>31</sup> is an indication that the cistern could have had a cultic function. All in all, this evidence indicates the inseparability of the ‘legal’ and the ‘religious’ spheres in the space of the city gate.

### A Marriage Contract from *āl Yahudu*

The procedure in *Ruth* 4 can be further elucidated by turning to a document from a different background. Legal documents from Mesopotamia including a list of witnesses have long been known.<sup>32</sup> Recently, a new set of texts has been added to this collection. Laurie Pearce

29 E.g., Deut 31,19. 21.,26; Josh 22,2–34.

30 Haettner Blomquist, *Gates and Gods*.

31 See, e.g., Robert Gnuse, ‘Spilt Water –Tales of David (2 Sam 23,13–17) and Alexander (Arrian, *Anabasis of Alexander* 6.26.1–3)’, *JSOT* 12 (1998), 233–48; Walter Brueggemann, *First and Second Samuel*, 1990, 349.

32 See, e.g., C.H.W. Johns, *Assyrian Deeds and Documents* (3 Volumes), 1898–1901; J.N. Postgate, *Fifty Neo-Assyrian Legal Documents*, 1976; Th. Kwasman, *Neo-Assyrian Legal Documents in the Kouyunjik Collection of the British Museum* (St Pohl 14), 1988; Martha T. Roth, *Babylonian Marriage Agreements: 7th–3rd centuries BC* (AOAT 222), 1989; Cornelia Wunsch, *Urkunden zum Ehe-, Vermögens- und Erbrecht aus verschiedenen neubabylonischen Archiven*, 2003; M. Jursa, *Neo-Babylonian Legal and Administrative Documents: Typology, Contents, and Archives* (Guides to the Mesopotamian Textual Record 1), 2005.



– in cooperation with Cornelia Wunsch – is preparing the edition of the Texts from *āl-Yāhūdu* and *Našar*. The inscriptions as a whole indicate that:  
 the majority of the exiled Judeans remained a separate ethnic group in Babylonia;  
 many of them were settled in newly reclaimed agricultural areas;  
 a group descending from Judean exiles lived at an acceptable level of prosperity and were – to some extent – organized in their own institutions;  
 after the conquest of Babylon by Cyrus, not all descendants of these exiles returned to Yehud.

It is remarkable that during the time of the archive the Judeans and their descendants acted in various roles in transactions that were important enough to be registered. They are not only listed among the witnesses, but also mentioned as buyers and sellers of goods and properties. Before arriving at some premature conclusions, it should be noted that all of the transactions are in the context of work done as obligations to royal lands. These are not the transactions of entirely free people working in a true capitalistic market economy. Next to that, it becomes clear that both ‘Eagleton’ and ‘New Yehud’ were newly established locations that were of importance for the production of food for the increasing population in the Babylonian and later Persian empire.<sup>33</sup>

From this group of texts, Kathleen Abraham recently published an interesting marriage contract.<sup>34</sup> The contract is dated in the month of Adar in the fifth year of king Cyrus.<sup>35</sup> The marriage is concluded between Nabû-bān-aḫi, son of [K]īnā, a person with a clear Babylonian name<sup>36</sup>, and Nanaya-[K]ānat, a fatherless woman bearing a West Semitic name with

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33 On these texts see: F. Joannès, A. Lemaire, ‘Trois tablettes cunéiformes à onomastique ouest-sémitique’, *Transeuphratène* 17 (1999), 17–34; L. Pearce, ‘New Evidence for Judaeans in Babylonia’, in: O. Lipschits, M. Oeming (eds), *Judah and the Judaeans in the Persian Period*, 2006, 399–411; Kathleen Abraham, ‘An Inheritance Division among Judeans in Babylonia from the Early Persian Period’, in: M. Lubetski (ed.), *New Seals and Inscriptions, Hebrew, Idumean, and Cuneiform* (Hebrew Bible Monographs, 8), 2007, 206–21; J. Blenkinsopp, *Judaism, the First Phase: The Place of Ezra and Nehemiah in the Origins of Judaism*, 2009, 117–122; Pierre-Alain Beaulieu, ‘The Babylonian Background of the Motif of the Fiery Furnace in Daniel 3’, *JBL* 128 (2009), 127; Laurie Pearce, ‘“Judean”: A Special Status in Neo-Babylonian and Achaemenid Babylonia?’, in: O. Lipschits, G.N. Knoppers, M. Oeming (eds), *Judah and the Judaeans in the Achaemenid Period: Negotiating Identities in an International Context*, 2011, 267–277; Cornelia Wunsch, ‘Neo-Babylonian Entrepreneurs’, in: D.S. Landes e.a. (eds), *The Invention of Enterprise: Entrepreneurship from Ancient Mesopotamia to Modern Times*, 2011, 40–61; Anselm C. Hagedorn, ‘Diaspora or no Diaspora? Some Remarks on the Role of Egypt and Babylon in the Book of the Twelve’, in: R. Albertz, J. Nogalski, J. Wöhrle (eds), *Perspectives on the Formation of the Book of the Twelve* (BZAW 433), 320–36.

34 Abraham, ‘West Semitic and Judean Brides’.

35 MCA Y (Marriage Contract from *āl Yahudu*): 39–40 *itiše!* UD.[x kam MU].5 kam pku-r[āš ...].

36 In a promissory note for 30 kors of dates stemming from the Borsippa region and dated in the reign of Darius (I), a Nabû-bān-aḫi is entioned as the owner of a plot of land from the dowry of a woman called Šikku, BM 103458, see Ran Zadok, ‘The Geography of the Borsippa Region, in: Y. Amit, E ben Zvi, I. Finkelstein and O. Lipschits (eds), *Essays on Ancient Israel in Its Near Eastern Context: A Tribute to Nadav Na’aman*, 2006, 445–47. Another Nabû-bān-aḫi, son of Aḫu-Lūmūr, is mentioned in a text that reports his appointment as overseer during the building of the North Palace of Nebuchanessar, UCP 9/24, see Paul Alain Beaulieu, ‘Eanna’s Contribution to the Construction of the North-Palace at Babylon’, in: H.D. Baker, M. Jursa (eds), *Approaching the Babylonian Economy* (AOAT 330), 2005, 55–56.

– according to this contract – clear kinship connections among the Judeans in āl-Yāhudu. The contract reads as follows:

(1–4) Nabû-bān-aḥi, son of [K]inā, spoke out of free will to [D]ibbī, the daughter of Dannā, as follows:

(5–7) “Please, give me the maiden Nanaya-[K]ānat, your daughter, in marriage. Let her be a spouse<sup>37</sup>.”

(8–10) *Dibbī* to Nabû-bān-aḥi and gave the maiden Nanaya-Kānat, her daughter, in marriage.

(11–16a) Should Nabû-bān-aḥi release Nanaya-Kānat and sa[y as]<sup>38</sup> follows: “She is not a spouse”, he will bind six minas of silver in the hem of her garment. She may go where[ver] she wishes.

(16b–18) Sho[uld Nanaya-K]ānat [be f]ound with anothe[r] man, she will die by the dagger.

(19–22) With one KUR.RA-garment<sup>39</sup> wor[th] five shekels of silver, the ZI IN DI<sup>40</sup> (of) Nanaya-Kānat, [Nabû]-bān-aḥi will compensate to *Dibbī*.<sup>41</sup>

(23–28a) May Marduk and Zarpānitu decree the destruction of [whoever] contravenes [this agreement]. May Nabû<sup>42</sup>, scribe of the Esaḡila cut short his long days. May [the majes]ty of Cyrus, king of Babylon and the Lands, call him to account.

(28b–29) At the sealing of this (document) before:

(29–38a) Mukīn-Apli; *Aḥu-x-[x]*;

Šillēmyah; Nadabyah;

Yarīmyah; *Pad[ā]*<sup>43</sup>;

N<sup>c</sup>tanyah; Barīkyah;

Šidqiyah; Natīn;

Mešallam; ...;

Ašilyah; ...;

Pillelyah; ...;

And the scribe Adad-šama-šuša; Basia.

37 The Sumerogram DAM in this kind of texts does not refer to aššatu in the biological meaning of the word, but rather to an aššūtu, a woman who is in the legal state of having been married, cf. PSD, s.v. d a m ; CAD A/1, 471–72. Hence there is no reason to render the word as if including a pronominal suffix; pace Abraham, ‘West Semitic and Judean Brides’, 201: ‘(my) wife’.

38 This is a minor scribal flaw: *iq ma* instead of *iq-[bi um]-ma*; see Abraham, ‘West Semitic and Judean Brides’, 201.

39 Such a garment was a relatively ordinary piece of woollen clothing; see Stefan Zawadzki, *Garments of the Gods: Studies on the Textile Industry and the Pantheon of Sippar according to the Texts from the Ebabbar Archive (OBO 218)*, 2006, 139.

40 The meaning of the three signs *zi in di* – most probably the internal object of the sentence – is as yet unclear; Abraham, ‘West Semitic and Judean Brides’, 204–05, proposes reticently ‘provision’.

41 It seems to us that the verb *katāmu* in this clause is not just in its standard meaning ‘to cover (someone with a cloth)’, but has a more specific context related meaning like ‘to compensate for’, see below.

42 The scribe accidentally wrote this divine name twice.

43 The name could also be read as *ḥadd[ā]*.

(38b–41) In Al-Yahudu, the [...] of Adar<sup>44</sup>, in the fifth [year] of Cyru[s, king of Babylon and the lands]; in the presence<sup>45</sup> of Mešallam, the brother of Nan[aya-Kānat].

As a whole, this contract cannot be compared with the report in Ruth 4, since the circumstances are quite different. Nevertheless, a few interesting remarks can be made.

The composition of the document is clear. It consists of the following parts:

| Section  | lines | subject                                 |
|----------|-------|---|
| <b>A</b> | 1–10  | Marriage proposal and acceptance        |
| <b>B</b> | 11–18 | Infringements on the regulation         |
| <b>C</b> | 19–22 | Regulation regarding the bride's mother |
| <b>D</b> | 23–28 | Curses in case of breaking the contract |
| <b>E</b> | 29–36 | Sealing and list of witnesses           |
| <b>G</b> | 37–40 | Colophon, date scribe                   |
| <b>H</b> | 41    | Remark on the brother of the bride      |

As Kathleen Abraham has indicated, these sections are common elements in Babylonian marriage contracts, although some deviate from the general pattern.<sup>46</sup> The sections C and H do not belong to the standard repertoire of such contracts. Section D contains three curses, the first two of which are rather conventional. The third curse is an amalgam of various components, as indicated by Kathleen Abraham.<sup>47</sup> The phrase *ina qāti bu'u*, 'to hold (someone) responsible', occurs frequently in Neo-Assyrian letters and documents.<sup>48</sup> In MCAy:27–28a, this expression is combined with *adū ša šarri*, 'the majesty of the king', that functions as its grammatical subject. This phrase occurs in Neo-Babylonian documents and letters.<sup>49</sup> Invoking the earthly ruler – in this case Cyrus – in such curses was a typical Babylonian custom.<sup>50</sup> In many Neo-Babylonian documents, seal impressions are found just before the list of witnesses.<sup>51</sup> The absence of these affirmative signatures – despite the use of the phrase *ina kanāki šuāti*, 'at the sealing of this (document)',<sup>52</sup> – could be understood as a sign of relative poverty of the bride, the groom and the witnesses.<sup>53</sup>

44 Not *ziz*, 'Shebat', pace Ran Zadok, *The Earliest Diaspora: Israelites and Judeans in Pre-Hellenistic Mesopotamia*, 2002, 30; see also Abraham, 'West Semitic and Judean Brides', 201–202.

45 The phrase *ina ušuzzi*, 'in the presence of', makes clear that Mešallam, the brother of Nanaya-Kānat, should not be seen as one of the witnesses, but rather as part of the party consenting to the marriage; see: E von Dassow, *Introducing the Witnesses in Neo-Babylonian Documents*, in: R. Chazan, W.W. Hallo, L.H. Schiffman (eds), *Ki Baruch Hu: Ancient Near Eastern, Biblical, and Judaic Studies in Honor of Baruch A. Levine*, 1999, 15; Abraham, 'West Semitic and Judean Brides', 201–202.

46 Abraham, 'West Semitic and Judean Brides', 202–06.

47 Abraham, 'West Semitic and Judean Brides', 205–06.

48 See CAD B, 364–65.

49 See CAD A/1, 134–35.

50 See K. Watanabe, *Die adē-Vereidigung anlässlich der Thronfolgeregelung Asarhaddons* (Baghdader Mitteilungen Beiheft 3), 1987, 21–23,

51 See Wunsch, *Urkunden zum Ehe-, Vermögens- und Erbrecht*.

52 MCAy:28–29.

53 This assumption might be underscored by the fact that the contract does not mention a dowry; see on dowries; Joseph Fleishmann, 'Inheritance of the Dowry in Ancient Near Eastern Law Codes', ZAR 10

The make-up of the text suggests that the conclusion of a marriage was based on a clear script that was evoked in the particular phrasing in the tablet. The script can be seen in the standard Neo-Babylonian marriage contracts.<sup>54</sup> The deviations from the standard script may present an accommodation to the specific circumstances of this contract: the marriage of a girl of West Semitic, probably Judean descent by which she is acculturated into Babylonian society.<sup>55</sup> Not unlike Ruth 4, this contract shows some theatrical or performative elements. Section A can easily be seen as the transcript of a dialogue between Nabû-bān-aḫi, the bride, and his mother-in-law to be, Dibbî. Reading this section evokes the drama of proposal and acceptance that contains material for a short story.

Section C contains an uncommon regulation regarding the bride's mother. We construe this clause to be a compensation formula. The sentence, however, is not easy to understand. It is clear that Nabû-bān-aḫi has to give a relatively expensive garment to his mother-in-law to be. The verb used, *katāmu*, has as its standard meaning 'to cover' which would imply that he has to ritually veil Dibbî under a covering garment. This construal is, however, complicated by two facts. Firstly, Dibbî is not the object of the verb. The preposition in *ana<sup>f</sup>dib-bi-i'* makes her part of an adverbial adjunct. Had Dibbî been the person who is to be covered by the garment, she would have been the grammatical object of the clause.<sup>56</sup> The expression *katāmu ana* occurs a few times in cuneiform inscriptions. In a Middle Assyrian harem edict it is said a girl has 'to remain covered for her master' (*ana bēliša katmat*).<sup>57</sup> Secondly, the enigmatic word *ZI IN DI* should be seen as object of the clause. Accepting the provisional translation of Kathleen Abraham 'provision', we come to the conclusion that section C regulates some sort of compensation by Nabû-bān-aḫi to (*ana*) Dibbî. The character or the purpose of this compensation remains – as yet – covered by history. Although the act of 'compensation' differs from the act of payment by Boaz as redemption for the fields of Elimelech, the marriage contract makes clear that such payments took place in the Neo-Babylonian – Early Persian Period.

The contract ends conventionally with a list of witnesses. This is not the place to discuss the ethnic variety that is expressed by an onomasticon that contains Hebrew, Aramaic, West Semitic and Babylonian names.<sup>58</sup> For the purpose of this contribution it is important to make the observation that these witnesses are in the same role as the 'ēdîm in Ruth 4,9–11. They, too, are observing witnesses.

A final remark on the marriage contract has to do with its religious context. It is clear that the contract concerns a legal transaction. At the same time, however, the text refers to a religiously understood ritual. This becomes clear from section D. The invocation of the

(2004), 232–48; Kathleen Abraham, 'The Dowry Clause in Marriage Documents from the First Millennium BCE', in: D. Charpin, F. Joannès (ed.), *La circulation des biens, des personnes et des idées dans le Proche-Orient ancien* (CRAI 38), 1992, 311–20; Otto, *Theologische Ethik*, 51–54.

54 See Roth, *Babylonian Marriage Agreements*.

55 See Abraham, 'West Semitic and Judean Brides', 206.

56 As for instance in Gilg VIII ii 17: *ik-tùm-ma ibrī kīma kallati panū[šu]*, 'my friend covered [his] face like a bride'.

57 Ernst F. Weidner, 'Hof- und Harems-Erlasse assyrischer Könige aus dem 2. Jahrtausend v. Chr.', *AfO* 17 (1957), 285:94.

58 See Abraham, 'West Semitic and Judean Brides', 212–17.

main Babylonian deities implies that the reality was construed as part of a greater cosmic concept in which the deities played their role.<sup>59</sup>

## Conclusion

The arguments brought forward from the Ancient Israelite *Weltanschauung*, the precise wording of the scene in Ruth 4, the archaeological evidence, and the comparison with the Neo-Babylonian marriage contract all hint into one direction. The scene in the gate of Bethlehem in Ruth 4,1–11 should be seen as the description of a ritual with both religious *and* legal dimensions. Such a reading goes further than postulating divinely inspired ethics as religious ‘frosting’ on a principally legal procedure (or perhaps, to stay within the metaphor, as the pie shell underlying this procedure). It suggests a thoroughly integrated approach of seemingly mundane matters such as property transactions or the ‘purchase’ of a wife on the one hand and ‘the sacred’ on the other.

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59 It is interesting to note in comparison that while the Marriage contract contains curses, the story of Ruth contains marriage blessings.