Notes on the Nabataean Legal System

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ABSTRACT

Despite the availability of certain studies concerned with Nabataean inscriptions, most of these studies are merely translated inscriptions and are not concerned enough with the other aspects of the Nabataean society such as the law, where the study of the Nabataean law and the legal tradition are of great importance. The research presented here is an attempt to illustrate the language and the structure of the Nabataeans’ legal inscriptions seeking to illustrate the different types of the legal traditions reflected by the Nabataean documents, and trying to point out its relation to other ancient legal systems in the region.

KEYWORDS: Nabataean, Inscriptions, Aramaic, Legal System, Law, Epigraphy, Nabataean Society, Nabataean Papyri, Legal Traditions, Tomb Inscriptions

INTRODUCTION

Unfortunately, the Nabataeans themselves in contrast to other civilizations like Mesopotamian have left no written records, which contain legal codes of their law or their legal system. Due to this, our knowledge of the Nabataean legal system still depends on two main sources; the direct resources: the tomb inscriptions, since they are legal foundation texts, and the written papyri founded in the Dead Sea region (Nahal Hever archive); and indirect resources, which include the classical resources and the comparative studies.

The classical resources attested, indirectly, the height level of the Nabataean legal system. Strabon (Geography 16.4.21) says “who had been in the city of the Petraeans, used to describe their government with admiration, for he said that he found both many Romans and many other foreigners sojourning there, and that he saw that the foreigners often engaged in lawsuit, both with one another and with the natives …”.

According to Healy (1993), our knowledge of the Nabataean society which comes from the Greek sources, cannot always be regarded as very reliable. He also thinks that the democratic political culture described by these sources is exaggerated(1). Even if I agree, to some extent, with Healy, I think that the Nabataean democratic system reflecting equality between foreigners and natives and as attested by some other evidences such as inscriptions and written papyri have not been exaggerated by the Greeks. Some tomb inscriptions from Mada’in Salih, for example, were written by non-natives; in CIS II 199 (hwšbw br ² npyw br ’lkwp tymny’ “Hawshabu son of Nafiyu son of AlKauf, the taymanite” from Taym’a(2) have made a tomb for himself and her descendant in Hegra, even though he was from Tayma. In addition, some of the written papyri from Nahal Hever contain contract of sales, signed between foreigners and Nabataeans(3).

Besides, some Nabataean personnel names were provided with Greek or Roman patronymic, such as CIS II 214. This inscription proves a certain level of the democratic culture in the Nabataean society where we note that Matiyu’s father is from a Greek origin and he was prefect in a Nabataean region, and he also got married to a Nabataean woman “wa’lat”.

In fact, Nabataean inscriptions are significant sources for the study of legal system. However, Nahal Hever papyri constitute one of our most interesting references for they provide us with detailed information about the relation between the Nabataean legal system with Aramaic and the evolution of Nabataean language as well as its relation to other Arabic ones.

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The Study of the Tomb Inscriptions:

Our first direct source for the study of the Nabataean legal system is the tomb inscriptions which contain legal formulas, and reflect directly or indirectly certain features of the Nabataean legal traditions.

Thirty-nine tomb inscriptions containing legal formulas were hitherto recovered. Thirty-four of which were found in Hegra, one in Petra, one in al-Jawf, and another in Madaba. These inscriptions can be classified according to their topics into three types:

1. Official declaration of ownership or familial affiliation
2. Religio-legal inscriptions
3. Deed of gift

Concerning the two last types, unfortunately, we have not—until now—found more than one example for each, which is not enough to get a lot of details about these two juridical aspects.

The tomb inscriptions provide us with direct and indirect evidence of the Nabataean juridical aspects. The tomb inscriptions, which contain declaration of ownership, shed light on various elements of the Nabataean legal aspects. It gives special indications for certain dispositions of the Nabataean legal traditions such as the patterns of inheritance, women’s rights, the engagement and the obligations and the transmission of the property.

These acts seem to present judgment without judge, hence they already contain a penalty clause against the contravening. They form a mixture of legal traditions and religious rules. The offence or the violation of the rules mentioned in the inscription is an injury against the sacred religious order and entrain a religious chasismment from the divinity.

The principal motives for the tomb inscriptions are the proclamation of the legal exercise in case of selling or purchasing, rent, pledge, donation, inheritance, in addition to the possession proclamation of the tomb as an individual or familial property. This tradition has been noted in some of the Plamyrenean tomb inscriptions. We think that due to the influence of the Roman legal tradition both on Nabataean and Palmyrenean society.

The juridical or religious protection of the tomb is confirmed by the clauses which include the penalties against the contravening. The protection clause is guaranteed by the administrative or religious authority; by the king himself or by one of his representatives— for the first one- and by the divinities for the second.

The tomb inscriptions sculptured outside or inside the tomb are, as we said above, a judgment without judge and copies of these legal inscriptions conserved in a special house containing the archives which included such legal inscriptions. This fact is proved by the Nabataean tomb inscriptions; the inscription (CIS II 209):

7. ...........wmn ybd kyr dhnh p’ty ș mh qns ldwq ‘lh mfr’ns ‘ksfp’ slf’n yqm’s m’n jyrty ș wlmn’n’ kw’ kns’yt dhnh yhlyb ‘bbfy kyś’

7. ...............and anyone who does other than this will be liable for a fine the god of our lord in the sum of five hundred Haretates and our lord for the same amount, according to the copy of this deposited in the house of comparison.

The exact meaning of qayš’; mentioned in this inscription, is not definite, Euting (8), Cantineau (9) and Cooke (10) think that is a divine name and seems to be the husband of Manûtû, the goddess. For Milik qayš’ seems to be an object of cult as well as mótab and wgr. While Nehmé thinks that qá’is represents the arm of the goddess, she also seeks to compare it with the Arabic qása a measure (11). Healy (1993) supposes that qayš’ is a divine name and byt qayš’ means “the temple of Qaysha” and anyway the allusion in this expression proves beyond doubt that any inscription of the series is a legal document of which a copy is deposited in a temple or other official building, and he assumes that the other copy was on papyrus (12).

We think that the term qyš’ has to be reattached with the Arabic qása or qá’is which means (to compare the one of the other and to conclude from the one to the other by analogy, the aleph at the end is to be compared with the Arabic “al” therefore the term qyš’ is the equivalent of the Arabic al-qeyâš “the comparison”, and the expression byt qyš’ means “the House of comparison” which is the “archive” where a copy of the legal texts has been deposited to be as a reference in case of lawsuit, litigate, deterioration or violation of the inscription.

This evidence is proved by the inscriptions themselves; hence, we note that a lot of inscriptions (ex. CIS II 206), insist on the fact that nobody has the right to change, to alter and to add anything of what was written in the inscription. So that, in case of contradiction the copy preserved in byt qayš’ is the only legal reference to
be verified in order to resituate the original, and to
determine the right of everybody on the tomb.

Another witness of this evidence to be noted in CIS II
204:

\[
2 \text{wyhb } kpr' \text{ dnh } l'\text{mh } 3 \text{ nth } \text{brt } \text{glhmw mn zmn } \text{str } 4
mwhbt' \text{ dy } bydh \text{ dy } 'l' \text{bd } \text{bh } \text{kd } \text{dy } \tau_6 \text{b'}
\]

\[
2 \ldots \ldots \text{and he gave this tomb to Amah}, 3 \text{ his wife},
dughter of Gulhumu, from the date of the deed 4 of gift
which is in her hand, that she might do with it whatever
she wishes.

The donor mentioned here that a copy of this
inscription had been given to the receiver (his wife) and
she has it in her hand. He, possibly, used here the
metaphorical sense of the term hand, and he means, in
fact, that his wife has the accessibility for this copy-
preserved in the house of comparison- as if it were in her
hand.

The Synthetic Outline of the Declaration of Ownership

The declarations of ownerships are usually composed
of seven main elements “see below”. We have to note
that these elements are varied from one inscription to
another; we may find some of these elements and not the
totality in the same inscription. In addition, their order
may change from one inscription to another. These elements are:

- The proclamation of the act
- The inheritances
- The protection clause
- The penalty (curse, fines)
- The exception
- Date
- The sculptor’s name

We note similar legal traditions in the Plamyrian,
Hatrian inscriptions but we cannot dilate upon it in detail
in this research\(^{(14)}\).

• Declaration of the Act:

This contains two main elements: the nature of the good –which is the subject of the inscription- and the
property’s name.

In the Nabataean tomb inscriptions, qbr’ and kpr’ are
the most common terms used to define the “tomb”, and
they are interchangeable. kpr’ is the most frequent term
used in the Nabataean tomb inscriptions. It has been used
in other Semitic dialects to designate “the village” \(^{(15)}\).
The term kpr’ appears in one syriac inscription, dated to
the year 73 ap.J.C., with the sense of “tomb”. Pogon
thinks that kpr’, in this inscription, is the vulgar or the
dialectal form of qbr \(^{(16)}\). The term is also known in
classical Arabic with the meaning “tomb”\(^{(17)}\).

In addition to these two terms, mqbra, mqbrt’ were
used in several inscriptions, while the term npšt’ was
used to indicate the simple grave \(^{(18)}\).

Besides the terms gwÿ/ gwÿy’/ gwÿyn “the loculi
/loculus” are used in six inscriptions \(^{(19)}\).

The name of the owner is one of the most important
elements in the Nabataean legal tomb inscriptions. The
Nabataean insists on the familial ownership, we note that
the owner of property is the chef of the family; he is the
father - more often- or any other member of the family
who inherits the right to be “pater familias “. We note
here undoubtedly the Roman influence on the Nabataean
legal system where the pater familias has an absolute
right of use on the good \(^{(20)}\).

Only the name of the owner and sometimes his/her
profession are mentioned on some inscriptions.
Sometimes, if two persons share the ownership of the
tomb, their familial relations are represented. In other
inscriptions, where two or more share the property, this
familial relation is not mentioned due to the fact that
these must have been already supposed as relation.

• The Inheritors and the Legal Heirs

The inheritors of the tomb are delineated by the owner
himself. They are usually linked with the owner by blood
relation or as a close relative: they are sons, posterity,
mother or brother and sister…etc. The inheritor is, at the
same time a legal heir who has the right of succession and
the right to transfer the tomb property for their legal
inheritor. The Nabataean expression ‘¿dq b’¿dq confirms
this evidence:

Ex.: CIS II 201
- wlnpšh wyldh ‘¿dq b’¿dq
- And for himself and his children and his descendants
by hereditary.

The inheritors are mentioned, generally, by:
- Their names and their close relation with the owner.
Ex.: CIS II 199:
- ‘l’kwp tmyñy’ lnpšh wylhd wÿbw 'mnh 5 wrwpw w’ptyw
ýwth…

1. This is the tomb and the platform and enclosure
which  kişinin son of  father, the
his mother, and  his sisters and their children...

- Or only by their close relatives
  -  This is the tomb, which  son of  made for himself and his children and his descendants by hereditary title.

In addition to the inheritors “by blood relation”, various inscriptions give the right to other legal heirs. They are defined by the ownership itself, and are given the right by exceptional title:

The legal heirs can be divided into three main categories:

1. The legal inheritors who have the right on the tomb by testament or hereditary title. They are, generally, son, wife and descendants. But their right keeps on during the life of the 

2. The second category figures out the legal heirs who have the right to be only buried in the tomb. Their right is determined in the text (see for ex. CIS II 215).

3. The potential legal heirs: they are all the persons who were not mentioned by names or by the kind of kinship. They are indicated by a special formula which prescribes their right on the tomb.

- The Protection Clause
  This clause can be found in only some of the tombs. It aims to protect the tomb from any violation which could happen to the tomb. The protection clause seeks to induce the religious feeling of the receiver - through the divinity curses-, and his wealth – through the fines pertaining the misuse of the tomb.

The principal motivations of the protection clause are:
- To keep the tomb in lineage property which is confirmed by:
- The interdiction to burrying any stranger, to the family, in the tomb; Ex.: CIS II 219:
  
- The interdiction to writing any deed of entitlemet or to burry any non-relative other than hereditary; Ex.:
  
- To protect the corps buried in the tomb; Ex. CIS II 211.

Some inscriptions deem the tomb as a sacred object (hrsm) (22), consequently, all violations against the tomb are considered as an injure to divinities.

- The Penalty Clause
  The protection clauses in the declaration of the Nabataean ownership are often followed by a penalty clause. The principal motive of the penalty clause is to warn against the wrong doer and to hinder the disturbance of the tomb.

The penalty clause is divided into two essential parts as follows:
1. Material Penalty which includes: fines or lack of right, for the wrong doer, on the tomb.
   A. Fines: This type of penalty comes frequently in the Nabataean tomb inscriptions. The sum of money varied from an inscription to another, but it is designated, in all of the Nabataean inscriptions, by  regardless the date of the inscription. The sum apparently has relation with the social class of the property.
This is probably due to a legal tradition which has been begun during the reign of Haretat.

The fine may have simultaneously one or several recipients:

- **The Administrative Authority**: the king himself, or his local representatives “the governor” represents it. Ten of the studied acts prove that the fine has to be paid for the king himself\(^{23}\), and once for the governor and the king at the same time\(^{24}\).

- **The Religious Authority**: Which the divine represents or the divinity. The fine has to be paid in four inscriptions\(^{25}\) for Dūšarā only, once for Dūšarā and Manūtū\(^{26}\), once for Dūšarā and Hobalū and Manūtū\(^{27}\), once for Dūšarā and another goddess whose name is damaged\(^{28}\) and once for a god, the reading of her name is unclear\(^{29}\). In CIS II 198 we have noted that the fine is payable for exorcist-priest.

**B. Lack of right in the tomb:** this is a special type of penalty occurring in two of the Nabataean tomb inscriptions (CIS II 200, 223). It concerns only the legal heirs, hence the loss of right supposes that the disobedient had already right in the tomb, if not it could not be applicable.

The exact amount of fine is determined precisely. Probably, the amount of fine has relation with the price or the cost of the tomb. However, we have no idea about the estimation of the tomb price or real cost. Besides, this clause provides us with an indication concerning the fine amount mentioned in the other inscriptions. We think that all the fines declared in the penalty clause have in some manner relation with the tomb price. The fine probably equals the price of the tomb once, double threefold or more. This argument can be confirmed by the inscription CIS II 198: where the one who misuses the tomb has to pay the “šmdyn” fivefold:

\[
\text{šmdyn 5}
\]

The term šmdyn possibly designates a fixed amount; known by all, and has to be paid in certain circumstances. Jaussen and Savignac compared this term with the Arabic *mudda*, which is still used until now by the Bedouins in the region\(^{30}\). Healy (1993) thinks that *smd* is some kind of monetary unit, probably a large unit\(^{31}\).

This inscription contains a procedure which can be compared with the law in the cuneiform world; in certain penalties including fines the amount proceeded by the term *šalšate* “threefold” or, in another inscription, by fourfold\(^{32}\).

2. **Immaterial Penalty**, which includes curses. Such penalty has been noted in eight tomb inscriptions, three of these inscriptions contain only curses as a penalty, (ex. CIS II 197, 271 and RES 1102) and the other five inscriptions contain both fines and malédictions (ex. CIS II 224, 206, 211).

Concerning the nature of the infraction, it could be one of the following: The purchase of the tomb; location of the tomb; donation of the tomb or any part of the tomb as a gift; burial of anyone not included in the list of the legal heirs; putting the tomb on pledge; changing or adding an inscription on the tomb; opening the tomb; taking out the corps from the tomb.

**The Date Clause:**

Clauses mentioning the date of the tomb have been written in thirty fives tombs.

**Exclusion “Exemption” Clause:**

This follows the penalty clause in certain inscriptions. It is a formula added by the tomb owner in which he defines the conditions of non-application of the penalty.

We have noted this clause in seven inscriptions. Grammatically, the formulation of this clause starts by exemption article followed by verbal clause or noun clause:

- *lnh + hnh + Noun clause*: Ex: CIS II 210 ; RES 1103
- *bld + article + verbal clause*: CIS II 198, 209.

- **The Sculptor’s Name:**

In sixteen of the Nabataean tomb inscriptions containing legal formulas, the name of the sculptor was written at the end of the text.

Seven sculptors’ names came in these inscriptions. They are, probably the officials or the professional sculptors in the region. It seems also that some of them belong to the same family, ‘Aptāj, ‘Abdārētāt and Wahb’āllāh – sons of ‘bd bdlt according to the texts- are brothers; it is probable that ‘Abdōbozat, mentioned in CIS II 219, 221, is the son of the last one.

**The Study of the Written Papyri**

The Nabataean written papyri are of great importance; hence, they provided us with real legal documents. They illustrate new types of the Nabataean legal system and tradition different from those reflected by the tomb inscriptions.
The Nabataean written papyri contain very interesting legal formulas. All of the papyri including those from Wadi Seyal/Nahal Se’lim have been found in a cave at Nahal Hever in the Dead Sea region. One of these papyri has been published by J. Starcky (1954) (33), and other Six Papyri by Yardeni (2000) (34).

These Nabataean papyri contain a variety of legal documents, where we distinguish the following subjects: Document of redemption of a mortgage; five contracts of sale; lease of land; and act of lease between a couple.

The Contract of Sales

The contracts of sales are the most interesting Nabataean documents discovered until now for the light they cast on the law.

A contract of sales is a treaty between two parties – the vendor and the purchaser. They both were engaged by an agreement (contract) defining in detail the rights and the duties for each one.

Five contracts of sales written in cursive Nabataean, have been discovered by Yadin (1961) (36). They are all contracts of sales of palm trees land, in the first one Abîcadan has been sold a palm tree land to Archelaus son of Abdcamn. In the second one a palm tree land was sold by Abîcadan to another purchaser called šhimôn. We think that the second belongs to the same palm tree land declared in the first contract, but with a bigger superficial area, this proved by the limitation of the land mentioned in the contracts themselves.

The Third contract is related to another palm tree land by Shallum to Šacd’allhy. The fourth one equally concerns a palm tree land purchase but, unfortunately, the names of the two parties are lost because of the lacuna in the text. While we deduce from the last contract that a certain Joseph has sold a palm tree land for someone whose name is lost because of the lacuna in the text.

A professional scribe who has a developed level and a good knowledge in the formulation of juridical act has written the contracts of sales. The documents were written carefully in cursive Nabataean. The same version of the contract of sales has been written twice in the same papyrus. Once the papyri was rolled, one version cached inside the roll, and the other still visible (the exterior one).

We have noted that only the interior version of the contract has the witness list. The letters and the words in the exterior version were very closely written in order to interdict any addition on the text.

The redaction of the contract is preceded by an oral agreement between the vendor and the purchaser. The registration of the act in a written document gives the agreement a legal validity, which guaranteed the rights of the contractors on the contract -the vendor and the purchaser- in case of litigate.

A contract of seals designated in Nabataean by the term zbny’ derived of zbn (buy / sell) (37). Another term equally occurs in Nabataean to indicate the act of Deed; the term š,r « document », corresponds with the Akkadian ša,ru (38). The term š,r has been also used in the Aramaic Deeds to designate the “contract”.

The Synthetic Outline of the Contract of Seals

The Nabataean contract of seals is composed of ten main elements:
- **The Date**:
  This is the first element written in the Nabataean contract of sale. The date has been given details including; the day, the month followed by the king’s name and his title:
  
  Prep.(b) + day + prep.(b) + month + year + number + king’s name and his title

- **The Proclamation of the Purchase**

  This comprises:
  - The announcement of the act
  - The contractors’ names
  - The nature of the goods
  - The place

  In the proclamation clause, the declaration of the act of purchase is announced by the vendor. The formulation of this clause is identical in all the Nabataean contracts:

  zbn « sold » + p.n. of the purchaser + mny ’nh « from me my-self » + p.n. of the purchaser + the nature of good + dy b « which is in »+ place

- **The Location of Palm Trees Land**

  The Nabataean contracts of sales of palm tree include land detailed description and location of the palm tree land (the subject of the purchase). The location of the palm trees land is determined in detail by reference to the
bordering lands.

The term ṭywmyḥ «its limits» is followed by bordering elements which are in the four directions around the palm tree land conformably with the following formula:

- *w’lh ṭywmyḥ* «and these are her limits» + *lmndŋy*’ «at the east» + a bordering element + *wlm’reb* «at the west» + a bordering element + *wlymyn*’ «at the south» + a bordering element + *wlšm’l*’ «at the north» + a bordering element.

Similar clauses have been found in the Aramaic contract of sales from Elephantine similar to the same formula in two House contracts of sales (39).

- **Description of the Palm Trees Land**

The description and the localisation of the palm tree land followed by a detailed description of the land. It attested in all the Nabataean contracts of sales with a typical style. This comprises an indication of all what belonged to the purchaser in the palm trees land. We noted an enumeration of the elements and the objects found in the palm trees land: trees, houses, water sources, fruit... etc.

This clause illustrates the Aramaic influence in the Nabataean contracts of sales; hence, such detailed description is an Aramaic practice (40). This Aramaic way of description itself has been influenced by the Mesopotamians contracts of sales, where similar formulas were noted in neo-Assyrian and neo-Babylonian contracts (41).

- **The Price and the Payment Reception**

This clause comprises the exact price of the land, followed by a formula confirming the payment reception by the vendor.

This is followed by a conformation formula which authenticates - as it is the case in all the contracts studied - that the vendor received the full price of the land determined by the contract announcing the expression « *m,h ly ‘nh » as the following:

- ksp’ dnh klh dmy zby ‘lh m,h ly ‘nh + n.p + d’ *šy ĕr’, dmy ngryn bšlyn yl’,yn f’lmyn

All of this amount, the price of this purchase arrived to me (I have received it) + p.n. + the exact amount integral and definitive forever.

This clause is influenced by the Aramaic; the Aramaic contracts of sales have used the same formula to describe the amount of the price. The expression *šy ĕr’* is a loan from the Akkadian *šîm ūyârî* (42), which influenced the Nabataean’s contracts through the same formulas has been noted (43).

- **The Transfer of the Prosperity**

In consequence of the confirmation, by the vendor, of the payment and the full price of the land, the vendor concedes his right on the land for the purchaser. The vendor transfers to the purchaser the absolute right and conveys to him to execute every act he wishes to do in the land: the possession, pledge, donation as a gift or inheritance... etc.

This process is exposed by the following formula:

- *lmqn’ wlbhnh wlmrhñ wlmn’l wlmntn wlm’bd bznby ’lh kl dy yç’bh

    to possess it, sell it and put it in pledge and give it in donation and to do with it whatever he wants according to this purchase.

    Concerning the transmission of the right of deposition on the palm trees land, the following formula in the contract of sales has been observed:

šłn’, wdky .... + n.p. + wbnwhy mn ’yrwly w’nš ’yrm dy štr’dnh y’ysh mn ml’h bznby ’’lh kl dy ’d ’lm

    Have right and pure...+ p.n. of the purchaser + and his sons after him, and (all) other one who possesses this document ... according to this act of purchase which is (written) for that and forever.

    We note that this clause formulated by the vendor as an indirect speech. But we have noted, in the similar Aramaic contract, from Elephantine for example, that the transmission of the right announced by the vendor in form of direct speech sent by the vendor to the purchaser as the following (44):

    ’nt + n.p de l’acheteur + šly, b + le bien

    You + p.n. of the purchaser + have the authority on + the good.

    While in the Aramaic contract of sales of slave we noted a formula very close to the Nabataean one (45):
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šly„ + n.p. de l’acheteur + wbnwhy + f lm’
Possessed (may has right) + p.n. of the purchaser + and his sons + forever

- The Approbation and the Litigate Exclusion

By this clause, the vendor confirms his satisfaction of the purchase procedures. This is explained by the following formula:

wdy ’¿p’ ’nh + n.p + d’ zbny’ ’lh mn kl ’nwš klh ryyq wqryb wšbq lk ’nt + n.p + dnh lk wlbnyk mn ’yryk ’d ’lm
I declare myself pure + n. of the vendor + this contract of sales from everyone stranger “of the family” or clause relative. I leave it for you, yourself + n. of the purchaser + this for you and for your sons after you.

We note here, that the vendor cite not only the purchaser, but also her sons as legal possessors of the land after the death of his father (the purchaser). This confirms the thought that the Nabataean insists on the lineage property. We have noted this principle in the Nabataean tomb inscriptions. We have also some witnesses for this evidence in the Aramaic inscriptions, in BP 1/26, from Elephantine (46), the purchaser confirms that he will not intend any lawsuit or take legal action against the purchaser or his sons or his daughters.

- The Tax

This clause is noted in two Nabataean contracts as the following:
- kdnh plqt by’dn d’ ’l gnt’ d’ ylh mr’n(n)’ ’kry lšnt’ kw’ s’yn ’šrh ’d’ d yh’ ’sr yéd
As follows, this ’Ay’adan had been divided (for this palm trees land) the share of our lord, similarly, farm for this ten Drachme until being a new engagement.

Cotton (1994) thinks that this clause seems to be an individual contract between the king and the new possessor of the land (47). This clause is probably related to certain tax payable annually to the king for the production of the palm trees.

- The Witnesses

A witnesses’ list added to the end of each contract, it comprises six witnesses in the majority of the contracts (48). We distinguish a list of three witnesses in another contract and a list of two persons in the contracts.

In the contract, unfortunately, we cannot read any name of the witnesses because of the lacuna in the text.

Examining carefully the original traces of the letters in the witnesses’ list, everyone of the witnesses has signed himself in the text by writing his name. This gives us an indication about the diffusion of the scripture during this period. This is confirmed by the text itself where we can read:

n.p. + patronyme + kthydlh
This practice – the witness signed himself the contract- can be noted in the Aramaic contracts.

- The Scribe

The scribe’s name is added at the end of the text. His name was mentioned after the witnesses names, and might be considered as a witness. The scribe is designated by the term spr’ “scribe”. The acts n° 42, 44 and 45 have been written by the same scribe (’Azr son of ’At), who was probably the official or the professional scribe in the region. The scribe was doubtlessly not only a person who was highly knowledgeable in writing and reading skills, but also in juridical and legal matters. He might have been a scribe and a notary at the same time.

Regarding the lease of land, redemption of a mortgage and the borrowing contract between a couple in the other written papyri, general legal aspects cannot be concluded since we only have one example of each. Anyhow, these documents expose a new and a rare promising legal document. They provide us with new Nabataean legal terms occurring for the first time in Nabataean, and illustrating the development of the Nabataean legal language in a comparative perspective.

Besides, these documents serve to confirm some of our thoughts and contemplations about the Nabataean legal system, such as the juridical situation of the Nabataean woman and the inheritance system.

Conclusion

The Nabataean legal inscriptions represent a direct witness of the high level of their legal system. The themes revealed by the Nabataean inscriptions are:

- Declaration of ownership
- Religio-legal inscription
- Contract of seal of palm trees land
- Borrowing contract between couple
- Lease of land
- Document of redemption of a mortgage
The great majority of the documents studied here are funerary inscriptions, stating declaration of ownership and in which we can read legal clauses concerning the property, the legal heirs and the inheritance, the right of use of the tomb, the protection clause, the penalty clause. The juridical clauses varied according to the region and the period. The declaration of tombs ownership found at Hegra constitutes the majority of the tomb inscriptions and carry a juridical clauses more varied than those of Petra, Madaba or al-Jawf.

It seems that the Nabataeans were influenced, to some extent, by the Roman legal system in view of the fact that it depends basically on customs. There were no written rules of law, but customs result from habits and traditions practiced by people. Comparable legal formulas, specially concerning the declaration of tombs ownership, were found in Palmyrenean and Hatrean inscriptions. But it seems that is due to Roman and not Nabataean influence on the region.

Similar legal traditions of that what we found in the Nabataean inscriptions were found in Mesopotamia. Many cuneiforms inscriptions depend basically on customs but not written rules of law were found in Iraq.

The same traditions of the Nabataean declaration of tombs’ ownership still followed even after the fall of the Nabatean kingdom 105/106, where we found Nabataean declaration of tombs ownership dated to 267 A.D. contains the same structure and same legal traditions of the inscriptions dated to the period of Nabataean Kingdom prosperity (see CIS II 271).

NOTES

(2) For further information about Tayma see:
   .132-131f.
(5) Cf. CIS II 204.
(6) -197 f .201
(7) See .115 f.
(13) .186 f .205
(14) For more details see: Aggoula B., Inventaire des inscriptions hatréennes ; Wiengad, Ergebnisse der Expeditionen
(17) .186 f .7
(18) .175-172f.
(19) Cf. for example CIS II 211, 226 and RES 1102.
(20) .132-131 f .205
(21) Cf. for example: CIS II 197, 206; RES 1103.
(23) Cf. CIS II 199, 200, 209, 211, 212, 217, 224 ; RES 1103, 1108
(24) Cf. RES 1108.
(25) Cf. CIS II 199, 208, 206, 217
(26) Cf. CIS II 224
(27) Cf. CIS II 198
(28) Cf. CIS II 200
(29) Cf. CIS II 205 ; the name may be reading as ‘lhy « my god » or tdhy which is a major crux. For more details about this name Cf.: Healey J., The Nabataean Tomb Inscriptions of Mada’in Salih, p. 138.
(31) Cf. Healey J., The Nabataean Tomb Inscriptions of


(35) Other papyri have to be published by Peuch ; Cf. J. C. Greenfiled, « Texts from Naïal ¾e'lim (wadi Seiyal) », pp. 261-265.


(37) ﻲﺴﻠﻴﻤﺎﻥ ﺍﻟﺫﻴﻴﺏ ﺍﻟﻨﺒﻁﻲ ٨٥-٨٧.


(40) Cf. supra.


(44) Cf. for example: Cf. Kraeling E., The Brooklyn Museum Aramaic Papyri (New Documents of the Fifth Century B.C. from the Jewish Colony at Elephantine), n° 3.

(45) Cf. Gropp D. M. Salve-Sale Deeds from Samaria, Harvard University, Cambridge, n° 14, 45…

(46) This occurs as the following: l' nkhl nršh lbnyk wbntk wzy tntn lh.


(49) Aggoula B., Inventaire des inscriptions hatréennes ; Wiengad, Ergebnisse der Expeditionen


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