

# The Story of Dinah (Gen 34) – A Reading in Light of Babylonian Marriage Agreements from the First Millennium BCE

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## 1. Introduction

Genesis 34 – known to commentators as “the story of Dinah” – recounts the harsh circumstances of the encounter between the Jacobites, now settled in the vicinity of the town of Shechem, and the Shechemites. Shechem son of the local ruler Hamor (“chief of the country”, v. 2),<sup>1</sup> has a sexual encounter with Dinah daughter of Jacob, after which she fails to return to her father’s house and remains in Shechem’s house (vv. 17, 26).<sup>2</sup> In the wake of the act, Hamor, seeking to establish social and economic ties between the two clans, approaches Jacob and his sons with a proposal of marriage ties: these would begin with Dinah being given in marriage to Shechem. Dinah’s family does not reject the proposal but stipulates the condition that the male population of Shechem undergo circumcision. Upon fulfillment of this condition, the agreement would come into effect and Dinah would be given to Shechem (vv. 15–17). But the sons of Jacob breach their deceitfully plotted agreement, with great violence.

Examination of the marriage agreement under formation (until breached) raises significant similarity to Babylonian marriage agreements of the first millennium (7<sup>th</sup> to 3<sup>rd</sup> centuries BCE), mostly from Central

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\* This article will use *BMA* to refer to Martha T. Roth, *Babylonian Marriage Agreements: 7th–3rd Centuries B.C.*, AOAT 222 (Kevelaer: Butzon & Bercker, 1989).

<sup>1</sup> All translations of biblical quotations are from NJPS unless otherwise indicated.

<sup>2</sup> Scholars are divided on whether or not this is a story of rape. For an overview of the different opinions, see Adele Berlin, “Literary Approaches to Biblical Literature: General Observations and a Case Study of Genesis 34,” in *Hebrew Bible: New Insights and Scholarship*, ed. Frederick E. Greenspahn (New York: New York University Press, 2008), 69–70 n. 15.

Mesopotamia, Borsippa, Babylon, and Sippar.<sup>3</sup> The similarity is evident in the constitutive elements of the biblical and Babylonian agreements, particularly the dialogue form used by the parties and the wording of the request of marriage. Such similarity is absent from other marriage transactions in the Bible: the story of Rebekah's betrothal and marriage (Gen 24), which is grounded in the agreement between Rebekah's family, on the one hand, and Abraham's servant and proxy, on the other, includes consent on the part of Rebekah's family to her marriage to Isaac. That agreement also included marriage property and other provisions. However, the language of the marriage request and its constitutive elements in the Dinah story is absent from the Rebekah account. In the story of the marriage of Jacob and Rachel (Gen 29), Laban gives his daughter Rachel in marriage to Jacob once the latter has paid for her with his salary. The giving of Rachel to Jacob is described in the third person (v. 28); a formal request of marriage, as presented in the Dinah story, is, again, absent. Marriage transactions are also described in the giving of Achsah daughter of Caleb to Othniel son of Kenaz (Josh 15:15–17; Judg 1:12–13), and the giving of Michal daughter of Saul to David (1 Sam 18:17–28). In these stories, too, the giving of the daughter is described in the third person, while a formal request of marriage is absent.

The legal affinities between the Dinah story and Babylonian marriage agreements from the 1<sup>st</sup> millennium BCE have not met with scholarly investigation to date. Hence, the aim of the present article is to uncover similarities between the elements of the marriage agreement at the center of the Dinah story (vv. 1–24) and elements of Babylonian marriage agreements

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<sup>3</sup> Babylonian marriage agreements from the 7<sup>th</sup>– 3<sup>rd</sup> centuries BCE do not differ significantly from each other; consequently, the entire corpus – Neo-Babylonian, Persian, and, it should be added, Seleucid – is sometimes referred to as Neo-Babylonian agreements. See Kathleen Abraham, “Negotiating Marriage in Multicultural Babylonia: An Example from the Judean Community in Āl-Yāhūdu,” in *Exile and Return: The Babylonian Context*, ed. Caroline Waerzeggers and Jonathan Stökl (Berlin-Boston: De Gruyter, 2015), 37 n. 14.

in the abovementioned period. Such a comparison could point to legal practices familiar to the story's author and audience from their own daily life.<sup>4</sup>

When analyzing biblical narrative with the intent of deriving information pertaining to legal norms, procedures and institutions, we should bear in mind that legal aspects of the story might be skewed in favor of its narrative aspects – plot, atmosphere, or character development: “Essential aspects of legal procedures may be foregrounded or submerged for the sake of the story.”<sup>5</sup> Anyone wishing to glean legal information from narrative must therefore be keenly aware that poetic composition is likely to distort legal aspects and subordinate them to narrative needs. The same holds for chronological background – does it reflect the contemporary legal system or an earlier one?<sup>6</sup> However, with comparative legal study we are on firmer ground in dealing with this issue, since social and legal realia of the author’s lifetime (or earlier), possibly reflected in the biblical text, cannot be uncovered without recourse to comparable Mesopotamian sources.<sup>7</sup> Examination of

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<sup>4</sup> Charles Fensham, “Genesis 34 and Mari,” *JNSL* 4 (1975): 87–90, identified similarities between two texts – a letter from Mari and chapter 34 in Genesis. The letter reflects a reality similar to that depicted in Genesis 34: a nomadic tribe settles near a certain town, makes a peace treaty with its inhabitants, then, they massacre the men and plunder the town, seizing women, children, and property. These similarities are not coincidental, in his view; rather, they indicate similar circumstances of contemporary society. A historical-cultural comparison of the two text-types led Fensham to conclude that the author of Genesis 34 was familiar with an earlier tradition concerning relationships between Israelites and Hurrians in Shechem, a tradition he then expanded in accordance with insights gleaned in his own time. If an earlier tradition was indeed used by the author of Genesis 34, it follows that it was not the sole source he used.

<sup>5</sup> Pamela Barmash, “Law and Narrative in Genesis,” *ZABR* 16 (2010): 211. Barmash addresses the question of whether the genre of narrative affects the representation of law, and possible consequences for the interpretation of law. Through her analysis of Genesis narratives, Barmash demonstrates that the narrator’s artistic freedom in constructing his story presents his own point of view of the legal system in action, thereby enabling us insights into critical features of that system (211–223); idem, “Achieving Justice Through Narrative in the Bible: The Limitations of Law and the Legal Potential of Literature,” *ZABR* 20 (2014): 181–199.

<sup>6</sup> Pamela Barmash, “Determining the Date of Biblical Legal Texts,” in *The Oxford Handbook of Biblical Law*, ed. Pamela Barmash (New York: Oxford University Press, 2019), 233–253.

<sup>7</sup> See extensive discussion in Meir Malul, *Society, Law and Custom in the Land of Israel in Biblical Times and in the Ancient Near Eastern Cultures* (Ramat-Gan: Bar-Ilan University Press, 2006), 9–43 (Hebrew).

similar terminology and procedures appearing in the same order in both text-types – biblical narrative and ancient Near Eastern legal – on a common legal matter, afford more robust support for our insights.

The basis for comparing the two text-types is grounded in the generally accepted notion in scholarship, namely, that societies of the ancient Near East, including those depicted in the Bible, though differing from each other in language and culture, shared a common legal tradition. This tradition is reflected in ancient legal sources: collections of written law and many legal documents which are likely to reflect customary law.<sup>8</sup> This article discusses terms and formulas employed in both texts – Babylonian and biblical – yet they are not discussed in and of themselves; the point of departure is the shared legal context of the marriage procedure.<sup>9</sup> As we will see, terminology and formulas employed in marriage documents in the ancient Near East did not differ essentially with respect to their legal significance. In the first millennium BCE, however, a new style of documentation for agreements became widespread, including marriage agreements. This style, traceable at the legal level of the Dinah story, might provide a clue for dating the story's composition.

The composition of Genesis 34 has been the focus of much scholarly controversy. Generally speaking, there are two prevailing views: the first holds that the chapter is a composite of two main sources that were subsequently

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<sup>8</sup> On the shared legal tradition of ancient Near Eastern peoples including the Israelites, see Shalom Paul, *Studies in the Book of the Covenant in the Light of Cuneiform and Biblical Laws*, VTSup 18 (Leiden: Brill, 1970). On the notion of “justice and righteousness,” see Moshe Weinfeld, *Justice and Righteousness in Israel and the Nations* (Jerusalem: Magnes Press, 1985) (Hebrew) and Raymond Westbrook, “Social Justice in the Ancient Near East,” in *Social Justice in the Ancient World*, ed. K. Irani and Morris Silver, (Westport: Greenwood Press, 1995), 149–163; idem, “Adultery in Ancient Near Eastern Law,” *RB* 97 (1990): 542–580 (and other works, as well). See also Bruce Wells, “Introduction: The Idea of a Shared Tradition,” in *Law from the Tigris to the Tiber: the writings of Raymond Westbrook*, Vol. 1, ed. Bruce wells and F. Rachel Magdalene (Winona Lake: Eisenbrauns, 2009), xi–xx.

<sup>9</sup> Raymond Westbrook, “A Matter of Life and Death,” *JANES* 25 (1997): 61–70. See also F. Rachel Magdalene, “Introduction: Law and Method,” in *Law from the Tigris to the Tiber: the writings of Raymond Westbrook*, Vol. 2, ed. Bruce Wells and F. Rachel Magdalene (Winona Lake: Eisenbrauns, 2009), xi–xx.

merged into a single composition.<sup>10</sup> Claus Westermann does not attribute the chapter's narrative strands to any specific sources but considers it to be two narratives: an earlier one and a later one that was subsequently merged into the first, with the result reworked into a single narrative by a later author. In other words, the present story is the work not of a mere Redactor (R) but of an independent author, who structured a new narrative.<sup>11</sup> According to the other view, the chapter is from a single source, reworked by a later redactor(s).<sup>12</sup> Time of composition is also a complex issue due to the problem of composition itself. Pre-exilic as well as post-exilic strata have been identified.<sup>13</sup> Questions of the chapter's compositional history will not be at the center of the following discussion. At the same time, the thesis submitted in this article might shed light on those same issues.

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<sup>10</sup> Gunkel and Skinner identified two sources – “the story of Shechem” and “the story of Hamor” – as belonging to J and E, respectively, although with reservations as to the delineation of each text: Hermann Gunkel, *Genesis*, trans. Mark E. Biddle (Göttingen: Vandenhoeck & Ruprecht, 1964), 374; John Skinner, *A Critical and Exegetical Commentary on Genesis*, ICC 1 (Edinburgh: T. & T. Clark, 1963), 418. Others have maintained that the chapter is a composite of J and P: August Dillmann, *Genesis: Critically and Exegetically Expounded*, trans. William B. Stevenson, Vol. 2 (Edinburgh: T. & T. Clark, 1897), 287–301; Samuel R. Driver, *The Book of Genesis* (London: Methuen, 1904), 302–303. For an overview of the literature, see Gordon J. Wenham, *Genesis 16–50*, WBC 1 (Waco: Word Books, 1994), 307–310; Alexandru Mihăilaă, “Raping the ‘Justice’: Another Reading of Genesis 34,” *ST* 3 (2012): 31–33. For discussion of the chapter's composition and redaction, see Robin Parry, “Source Criticism and Genesis 34,” *TynBul* 51 (2000): 121–138.

<sup>11</sup> Claus Westermann, *Genesis 12–36: A Commentary*, trans. John J. Scullion, CC (Minneapolis: Fortress, 1995), 535–537.

<sup>12</sup> Speiser and Coats were of the opinion that the source is J, as was Wenham, *Genesis*, 310, though the latter more reservedly: Ephraim A. Speiser, *Genesis*, AB 1 (New York: Doubleday, 1964), 267; George W. Coats, *Genesis, With an Introduction to Narrative Literature* (Grand Rapids: Eerdmans, 1983), 233. Fensham, “Genesis 34 and Mari,” 90, following Speiser, considered the chapter a unity, albeit reservedly, and without specifying the source to which it might belong.

<sup>13</sup> Westermann, *Genesis*, 537, was of the opinion that the early strand dates to the patriarchal era, while the later one dates from the Israelite settlement in Canaan; the story in its present form is exilic or post-exilic. Alexander Rofé, “Defilement of Virgins in Biblical Law and the Case of Dinah (Genesis 34),” *Biblica* 86 (2005): 369–375, identifies features of Late Biblical Hebrew in this narrative, and dating the composition post-exilic. See also Alison L. Joseph, “Redaction as Reception: Genesis 34 as Case Study,” in *Reading Other Peoples' Texts, Social Identity and the Reception of Authoritative Traditions*, ed. Ken Brown et al. (London: T & T Clark, 2020), 84–85.

The first section deals with elements of the Babylonian marriage agreements; the second discusses the marriage agreement under formation in the Dinah story. In the comparative analysis of the concluding section, I address similarities between agreements in two types of texts: legal (Babylonian) and narrative (biblical) and suggest possible meanings.

## 2. Babylonian Marriage Agreements from the First Millennium BCE

Mesopotamian marriage agreements known to us from the 3<sup>rd</sup> millennium to the 1<sup>st</sup> millennium BCE are alike in their wording and are cast in the third person legal style. For instance, marriage contracts from the Old Babylonian period (2000–1600 BCE) begin as follows:

BRIDE *mārat* PN<sub>1</sub> *u* <sup>f</sup>PN<sub>2</sub> *itti* PN<sub>1</sub> *abīša* *u* <sup>f</sup>PN<sub>2</sub> *ummiša* GROOM *mār* PN<sub>3</sub>  
*ana aššūtim u mutūtīm iḥussi.*

GROOM, son of PN<sub>3</sub>, has taken BRIDE, daughter of PN<sub>1</sub> and PN<sub>2</sub>, from PN<sub>1</sub> her father and PN<sub>2</sub> her mother, for marriage.

The verb used in the introductory section is *ahāzu*, “to hold,” in the formula *ana aššūtim u mutūtīm iḥussi*, meaning “in marriage and wifehood.” In a few cases, the verb *nadānu*, “to give,” is used, in the formula *ana aššūtim u mutūtīm iddin*, with the same meaning – “in marriage and wifehood,” from the point of view of the bride's parent(s) or guardian(s). Usually, after a notice of the act of taking – or, in a few cases, the act of giving – there follows a clause dealing with payment of bride-price (*terḥatu*) to the family of the bride. Marriage agreements in the Mesopotamian periphery – Nuzi (15<sup>th</sup>–14<sup>th</sup> centuries BCE) were also cast in the third person, but the customary verb is *nadānu* “to give.” A typical opening passage recording a transaction between two parties of equal status (freeman) reads as follows:

*ṭuppi riksi ša* <sup>f</sup>PN<sub>1</sub> *mārat* PN<sub>2</sub> *itti* PN<sub>3</sub> *mār* PN<sub>4</sub> *riksa ina bērišunu irkusū*  
*u* PN<sub>3</sub> *mārassu* BRIDE *ana aššūti ana mārīšu ša* <sup>f</sup>PN<sub>1</sub> *ana* GROOM *iddin.*

marriage tablet of <sup>f</sup>PN<sub>1</sub>, daughter of PN<sub>2</sub>, with PN<sub>3</sub>, son of PN<sub>4</sub>, between them they made the contract. PN<sub>3</sub> gave his daughter BRIDE as a wife to GROOM, the son of <sup>f</sup>PN<sub>1</sub>.<sup>14</sup>

In Emar (13<sup>th</sup>–12<sup>th</sup> centuries BCE) we find agreements cast in the third person, sometimes opening with a declaration by the parties having authority over the bride, in the following formula:

PN<sub>1</sub> u <sup>f</sup>PN<sub>2</sub> *aššassu akanna iqbūma anumma BRIDE mārṭini ana kallūti ša GROOM nattadin.*

PN<sub>1</sub> and his wife <sup>f</sup>PN<sub>2</sub> spoke as follows: we have now given our daughter BRIDE as the bride of GROOM.

In some contracts from Nuzi and Emar, the introductory clause is followed by provisions for payment of bride-price.<sup>15</sup>

In the 1<sup>st</sup> millennium BCE, two styles of contracts were in use: the first, the “objective style,” is cast in the third person, like the ancient contracts, and the second, is the “subjective style,” as known as the “dialogue document.”<sup>16</sup> Babylonian marriage agreements from the period under discussion belong, for the most part, to the “subjective style.” This type of agreement is especially interesting, due to similarities of its elements to those of the emergent

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<sup>14</sup> See Mervin J. Breneman, “Nuzi Marriage Tablets,” (Ph.D. thesis, Brandeis University, 1971), 19, and examples of tablets, 30–75. See also Jonathan Paradise, “Marriage Contracts of Free Persons at Nuzi,” *JCS* 39 (1987): 1–36.

<sup>15</sup> For examples of tablets from the periods under discussion, see Lea Jacobsen, *The Legal Status of the Mother in the Ancient Near East and the Bible* (Jerusalem: Magnes Press, 2017) (Hebrew): Old Babylonian, pp. 31–74; Nuzi pp. 80–101; Emar, pp. 101–107. For templates and examples of marriage documents from Mesopotamia in other periods, from Ur III to Neo-Assyrian, see Aaron J. Skaist, “Studies in Ancient Mesopotamian Family Law Pertaining to Marriage and Divorce,” (Ph.D. thesis, University of Pennsylvania, 1963), 37–115.

<sup>16</sup> Both types of these contracts have been extensively studied: Mariano San Nicolò, “Zur Entwicklung der Babylonischen Urkundenform,” *Abhandlungen zur antiken Rechtsgeschichte, Festschrift für Gustav Hanausek* (Graz: Meyerhoff, 1925), 23–35; Skaist, “Mesopotamian Family Law,” 116–127; *BMA*, 1–2; Michael Jursa, *Neo-Babylonian Legal and Administrative Documents: Typology, Contents and Archives*, Guides to the Mesopotamian Textual Record 1 (Münster: Ugarit-Verlag, 2005), 12. Several of the marriage documents from the period under discussion belong to the “objective style” (*BMA* No. 8; No. 9; No. 16; No. 22). These open with the customary formula as follows: PN<sub>1</sub> *māršu ša PN<sub>2</sub> ina ḥūd libbišu BRIDE mārassu ana aššūti ana GROOM māri ša PN<sub>3</sub> iddin*, PN<sub>1</sub> the son of PN<sub>2</sub> voluntarily gave BRIDE, his daughter, in marriage to GROOM, son of PN<sub>3</sub>.

marriage agreement in the Dinah story, and we shall focus on it in what follows.

Marriage agreements of the “subjective style” generally include the following elements: introductory section specifying the parties entering into the agreement, with a declaration of a request of marriage; consent to the request on the part of the parties having authority over the bride and the giving of the bride to the groom; terms and conditions pertaining to the couple concerning property and mutual responsibilities; witnesses and date. At the same time, these agreements differ from each other in certain elements of the request of marriage and conditions in the introductory section.<sup>17</sup>

In what follows I discuss the main clauses:<sup>18</sup>

### 2.1. Introductory – the parties and the request of marriage

The agreement opens with the following typical formula:

GROOM *māršu ša PN<sub>1</sub> ana PN<sub>2</sub> mārīšu ša PN<sub>3</sub> kīam iqbi umma* BRIDE *māratka binnimma lū aššatu šī*

GROOM, son of PN<sub>1</sub>, spoke to PN<sub>2</sub>, son of PN<sub>3</sub>, as follows: “Please give me BRIDE, your daughter, let her be a wife.”<sup>19</sup>

The introductory section records the parties entering into the agreement: usually the groom, identified by his paternal lineage, as party in the first part, and the father of the bride as party in the second part, he too identified by his

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<sup>17</sup> The formula of a request of marriage comprising most of the elements is as follows: GROOM voluntarily spoke to PN as follows: “Please give me BRIDE, your daughter, the maiden, in marriage. Let her be a/my wife.” PN voluntarily agreed, and gave BRIDE his daughter, the maiden, to him in marriage. BRIDE is the wife of GROOM. See *BMA*, 4.

<sup>18</sup> For extensive discussion of marriage agreements and their constitutive elements, see *BMA*, 1–28.

<sup>19</sup> This basic formula was often supplemented by various elements, as mentioned, as will be discussed shortly. One such element is the expression *ina hūd libbīšu*, “voluntarily,” typical of documents of the “objective style” but found also in “dialogue documents”, from the second half of the fifth century BCE. See also the extensive study by Yochanan Muffs, *Studies in the Aramaic Legal Papyri from Elephantine*, Handbuch der Orientalistik, Erste Abteilung, Nahe und der Mittlere Osten 66 (Leiden; Boston: Brill, 2003), especially his discussion of the use of this term in the Neo-Babylonian period, 128–129. On this term, see also Raymond Westbrook, “The Phrase ‘His Heart is Satisfied’ in Ancient Near Eastern Legal Sources,” *JAOS* 111 (1991):219–224.



paternal lineage. If the bride's father is no longer alive, other members of the family who have authority over her are documented, such as the bride's mother,<sup>20</sup> brother(s),<sup>21</sup> or mother and brother.<sup>22</sup>

In this passage the request is cast in the first person: “Please give me BRIDE, your daughter, let her be a wife”. The request comprises the following elements:

- 2.1.1. The verb *nadānu* “to give”, in the imperative form *innī* or *innā* with dative (give [singular or plural] me). Generally, this verb is preceded by the particle (*i*)*bī*, of unknown derivation, but understood by scholars as a term of request – “please.”<sup>23</sup>
- 2.1.2. Designation of the bride by name and as belonging to the person(s) having authority over her: parents – “your (pl.) daughter” or one parent – “your (sing.) daughter”; her mother and brothers – “your (sing. or pl.) daughter”; her brothers – “your (pl.) sister” or one brother – “your (sing.) sister.” I am not aware of any document designating the bride’s father and brothers jointly as a single party to the agreement.
- 2.1.3. In a significant number of marriage agreements, the bride is designated by one of two terms, *nu’artu* or *batultu*, as follows: BRIDE *māratka nu’artu/batultu binnimma lū aššatu šî*, “please give me BRIDE, your daughter, *nu’artu/batultu*, let her be a wife”.<sup>24</sup>

The term *nu’artu* is employed in marriage agreements from the 7<sup>th</sup> and 6<sup>th</sup> centuries BCE, while *batultu* remained in use until the 3<sup>rd</sup> century BCE. According to Martha Roth, these terms designate an age group, defining a girl about to be married.<sup>25</sup> Cornelia Wunsch believes that

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<sup>20</sup> For instance, *BMA* No. 4; No. 8; No. 10; No. 16.

<sup>21</sup> For instance, *BMA* No. 5; No. 11; No. 30; No. 31.

<sup>22</sup> *BMA* No. 1; No. 17; No. 26.

<sup>23</sup> *CAD* B, 216–217 (*bī*). See also *BMA*, 4.

<sup>24</sup> For documents employing the term *nu’artu* see *BMA*, 7 n. 33; for those employing the term *batultu* see *BMA*, 6, n. 32.

<sup>25</sup> Martha T. Roth, “Age at Marriage and the Household: A Study of Neo-Babylonian and Neo-Assyrian Forms,” *Comparative Studies in Society and History* 29 (1987), 738–746.

*nu'artu* or *batultu* describe a bride still under the authority of her guardian, and may refer to the fact that she was not previously married.<sup>26</sup> In some documents, *nu'artu* may also designate a bride who has already had sexual intercourse.<sup>27</sup>

2.1.4. The purpose of the request is stated in most of the agreements by the expression *lū aššatu šî* – “let her be a wife.” In several agreements the purpose of the request is expressed by the term *ana aššūti* – “for marriage,”<sup>28</sup> while in others both terms are found together, as in the formula: “give me BRIDE, your daughter, in marriage, let her be a wife.”<sup>29</sup>

## 2.2. Consent to the request

Consent to the request is stated in a formula cast in the third person, expressed by the verb *šemû* – “to hear”, that is, to agree:<sup>30</sup> PN<sub>2</sub> *išmēma* BRIDE *mārassu ana aššati iddaššu*, “PN<sub>2</sub> agreed (to his proposal) and gave BRIDE, his daughter, to him in marriage.

## 2.3. Terms and conditions of the agreement – gifts given by the groom

Several marriage documents record gifts the groom made to persons having authority over the bride; these gifts are called *biblu*.<sup>31</sup> In *BMA* No. 34,

<sup>26</sup> Cornelia Wunsch, “Neo-Babylonian Period,” in *A History of Ancient Near Eastern Law*, ed. Raymond Westbrook (Leiden: Brill, 2003), 933. See also extensive discussion in Cornelia Wunsch, *Urkunden zum Ehe-, Vermögens- und Erbrecht aus verschiedenen neubabylonischen Archiven*, Babylonische Archive 2 (Dresden: ISLET, 2003), 3–7.

<sup>27</sup> In BM 65388 – the bride is apparently the mother of her husband’s legitimate daughter. See *BMA*, 7; BM 64026 – an unmarried mother of the daughter hidden from the authorities. See Govert van Driel, “Care of the Elderly: The Neo-Babylonian Period,” in *The Care of the Elderly in the Ancient Near East*, ed. Marten Stol and Sven P. Vleeming (Leiden: Brill 1998), 192; BM 26513 – deals with the son of a woman who wishes to formalize his status as temple servant. See Wunsch, *Urkunden*, 4–5. Each of the mothers in these documents is referred to as *nu'artu*.

<sup>28</sup> *BMA* No. 5; No. 12.

<sup>29</sup> For instance, *BMA* No. 7; No. 20; No. 26.

<sup>30</sup> *CAD* Š/2, 285 (*šemû* 3d). See also Jacob J. Rabinowitz, “Neo-Babylonian Legal Documents and Jewish Law,” *JJP* 13 (1961): 134; *BMA*, 6.

<sup>31</sup> *The biblu* as gifts bestowed by the groom upon the family of the bride is documented as early as Old Babylonian (paragraphs 159–161 in the Laws of Hammurabi) and Middle Assyrian (paragraph 30 in the Middle Assyrian Laws) periods.

apparently from Susa in the late Persian period, the groom transfers a sum of money to the brother of the bride as the agent having authority over her; in *BMA* No. 35, apparently also from Susa in the late Persian period, a mother gives a sum of money to the parents of the bride.<sup>32</sup> While several elements in these two documents link them to Egyptian or Persian practices, we cannot rule out a practice of bestowing gifts (*biblu*) in the Neo-Babylonian period as well. In *Akkadica* 122:65–70 from Sippar, late 6<sup>th</sup> century BCE, *biblu* is mentioned as marriage gift – attesting this practice in the Neo-Babylonian period.<sup>33</sup> According to Kathleen Abraham, this type of gift, known as “indirect dowry,” is attested also in a marriage contract drawn up between the groom and the mother of the bride, in the Āl-Yāhūdu community of Judean Exiles living in Babylonia (*AfO* 51:198–219).<sup>34</sup>

### **3. Genesis 34 – the emergent marriage agreement between Jacob and his sons and Hamor and Shechem**

Shechem’s love for Dinah and his desire for her (vv. 1–3) spur him to approach his father with the request that a proper marriage be arranged for them (v. 4). Hamor then approaches Jacob in the presence of his sons with the proposal that Dinah be given as wife to Shechem, and finally Shechem himself approaches them (vv. 6, 8–12). The brothers do not reject the proposal of Hamor and Shechem outright, but stipulate the condition that the male population of Shechem undergo circumcision (vv. 13–17).<sup>35</sup> Jacob seems to

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<sup>32</sup> For discussion of this document, see Jacobsen, *Legal Status*, 110–112. *BMA* No. 4 mentions property given by the groom to the mother of the bride as part of the marriage transaction, although the gift is not termed *biblu*. The mother’s lowly socio-economic status and the likelihood that her daughter was a foundling or born out of wedlock might indicate that this property is not *biblu* in the usual sense. For discussion of this document, see Jacobsen, *Legal Status*, 115–117.

<sup>33</sup> Caroline Waerzeggers, “A Note on the Marriage Gift *biblu* in the Neo-Babylonian Period,” *Akkadica* 122 (2001): 65–70.

<sup>34</sup> Abraham, “Negotiating Marriage,” 50–52.

<sup>35</sup> Some scholars are of the opinion that only Simeon and Levi of all “Jacob’s sons” were responsible for the deception of Shechem and Hamor (v. 13). See Westermann, *Genesis*, 542.

have accepted the idea of circumcision as best possible solution under difficult circumstances, giving his consent to the marriage of Dinah and Shechem provided the males of the town be circumcised.<sup>36</sup> However, the sons of Jacob gave their conditional consent deceitfully; Simeon and Levi not only failed to fulfill their obligation but broke their word using violence, and slaughtered the town's newly-circumcised men.<sup>37</sup> In what follows I discuss the elements of the emergent marriage agreement in the narrative, which was never fulfilled due to the deception on the part of the sons of Jacob (v. 13).

### 3.1. Constitutive elements of the marriage agreement:

#### 3.1.1. The parties entering into the agreement

For the party of the “groom” – Hamor and his son Shechem. Shechem is designated by name and paternal lineage: Shechem son of Hamor (v. 2).

For the party of the requested “bride” – Jacob, father of Dinah. Dinah is designated by maternal lineage (“the daughter whom Leah had borne to Jacob,” v. 1) and paternal lineage (“Dinah daughter of Jacob,” vv. 3, 7, 19).

The sons of Jacob too are mentioned as addressees of the marriage request; however, as will be explained shortly, they are not a legal party to the agreement.

#### 3.1.2. Request of marriage

Requests of marriage appear twice in the story: once by Hamor, Shechem's father (v. 8) and once by Shechem (vv. 11–12). Both times the request is presented in narrative form with embedded direct speech:

Request by Hamor of Jacob and his sons:

וַיְדַבֵּר הַמּוֹר אֲתָם לֵאמֹר שְׁכֵם בְּנֵי הַשְּׂקֵה נִפְשׁוּ בְּבַתְּכֶם תָּנוּ נָא אֶתָּה לֹוּ לְאִשָּׁה

<sup>36</sup> Westermann, *Genesis*, 544; Joseph Fleishman, “Socio-Legal Aspects of Genesis 34,” *Shnaton* 13 (2002):154 (Hebrew); and cf. Jonathan Grossman, *Jacob, The Story of a Family* (Rishon Lezion: Miskal, 2019), 417 (Hebrew).

<sup>37</sup> The massacre as act of vengeance on the part of Simeon and Levi was not part of the original plan, see Nehama Leibowitz, *Studies in the Book of Genesis* (Jerusalem: World Zionist Organization, 1970), 267 (Hebrew), following Nahmanides.

“And Hamor spoke with them, saying, ‘My son Shechem longs for your daughter. Please give her to him as his wife...’” (v. 8).<sup>38</sup>

Request by Shechem of Jacob and his sons:

וַיֹּאמֶר שָׁכֶם אֶל אָבִיָּהּ וְאֶל אֶחָיו אֲמַצָּא חֵן בְּעֵינֵיכֶם... וְתָנוּ לִי אֶת הַנְּעָרָה לְאִשָּׁה

“Then Shechem said to her father and brothers, ‘Do me this favor, ...only give me the maiden for a wife’” (vv. 11–12).

The first request represented in the speech of Hamor is the formal request; the formula comprises three elements: a) verb “to give” plural imperative form – תָּנוּ, with the request particle – אָ, “please;”<sup>39</sup> b) object of the request – הָרָה “her”, i.e., בְּתֻלָּתְכֶם “your daughter,” already mentioned in this verse in Hamor’s speech, renders redundant repetition of the word in the request per se; c) purpose of the request לְאִשָּׁה – “in marriage.”

The verb “to give” is found in the Bible in contexts of marriage,<sup>40</sup> yet only here does it figure as element in the formal request of marriage, part of a marriage transaction for which negotiations have already begun. At the same time, the use of this verb in the plural with the inflected “your (pl.) daughter” raises a legal difficulty; Jacob as head of the household has sole authority to give his daughter in marriage.<sup>41</sup> Moreover, he is still alive, with no evidence whatsoever of being incapacitated or nonfunctional in any way. In this situation his sons have no legal authority to give Dinah in marriage.

<sup>38</sup> In order to highlight the similarity between the two text-types, Babylonian and biblical, v. 8 has been translated freely here and does not follow the NJPS.

<sup>39</sup> On the particle of request אָ, see Joshua Steinberg, אָ, *Bible Dictionary: Hebrew and Aramaic*<sup>2</sup> (Tel Aviv: Jezreel, 1966), 522 (Hebrew); Zevy Raday, אָ, *New Bible Dictionary* (Jerusalem: Keter, 1989), 347 (Hebrew). According to BDB (אָ I, 609), אָ is a particle of entreaty (or exhortation); according to *HALOT* (אָ I, 656), it is a particle giving emphasis. See extensive discussion in Bent Christiansen, “A Linguistic Analysis of the Biblical Hebrew Particle *nāʾ*: A Test Case,” *VT* 59 (2009):379–393.

<sup>40</sup> For instance, Deut 22:16; Judg 15:6; 1 Sam 18:25; 2 Sam 3:14; 12:11.

<sup>41</sup> We learn from legal sources of the ancient Near East that the mother of the bride would take part in arranging the marriage of her daughter, including granting her consent to the marriage. See Jacobsen, *Legal Status*, 16–128. It cannot be ruled out that the voice of Leah, Dinah’s mother, is not heard in the story because she is no longer alive.

The fact that the request is addressed jointly to Jacob and his sons can be explained as follows: when Jacob hears that Shechem has defiled his daughter, he keeps silent until his sons come home from the field (v. 5).<sup>42</sup> At this point the reader is informed that Hamor, having previously acquiesced to his son's request that Dinah be given to him as wife (v. 4), now sets out to approach Jacob (v. 6). Jacob kept silent because Dinah's defilement concerns her brothers as well (cf. David's non-action after the rape of his daughter Tamar, unlike her brother Absalom, 2 Sam 13: 21–33).<sup>43</sup> It should be noted that Hamor "came out to Jacob to speak to him" – "to him," not to his sons<sup>44</sup> – signifying that as far as Hamor is concerned Jacob is head of the household with sole authority over Dinah. Thus, it is from Jacob that he must ask for her. When the sons arrive, horrified and furious at the violation of their sister ("distressed" and "very angry," "an outrage in Israel," "a thing not to be done," v. 7), Hamor feels it necessary to approach them as well. Aware of their

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<sup>42</sup> It has been suggested that v. 6 ("Then Shechem's father Hamor came out to Jacob to speak to him") be moved up to precede v. 5 ("Jacob heard that he had defiled his daughter Dinah..."), which would imply that Jacob learned of the deed from Hamor himself. See David Frankel, "The Final Form of the Story of the Rape of Dinah in Light of Textual and Redaction Criticism," *Shnaton* 25 (2017): 16–17 (Hebrew).

<sup>43</sup> Wenham, *Genesis*, 311, and cf. Westermann, *Genesis*, 538–539.

<sup>44</sup> In the ancient Near East and in the Bible, sons who had come of age were permitted to arrange their own marriage; for an underage son, the father would take a wife for him, see Raymond Westbrook, "Introduction: The Character of Ancient Near Eastern Law," in *A History of Ancient Near Eastern Law*, ed. Raymond Westbrook (Leiden: Brill, 2003), 44. On independence in finding a wife we learn also from legal documents such as CT 45 86, which deals with a bridegroom refusing to marry the bride his father chose for him. See Raymond Westbrook, *Old Babylonian Marriage Law*, AfOB 23 (Horn: F. Berger, 1988), 120–121. For Nuzi, see Jonathan S. Paradise, "Marriage Contracts of Free Persons at Nuzi," *JCS* 39 (1987): 6, and n. 14. In the vast majority of marriage agreements in the Neo-Babylonian period, the bridegroom arranged his own marriage. See Cornelia Wunsch, "Neo Babylonian Period," in *A History of Ancient Near Eastern Law*, ed. Raymond Westbrook (Leiden: Brill, 2003), 934. In the Bible, Esau takes two wives without receiving his parents' consent (Gen 26:34–35); Judah arranges his own marriage (Gen 38:1), and see Ephraim Neufeld, *Ancient Hebrew Marriage Laws* (London 1944), 136; Mayer I. Gruber, "Private Life in Ancient Israel," *CANE*, 644–645. Perhaps Shechem requests that his father arrange his marriage to Dinah rather than act on his own initiative because of the specific circumstances and his father's status as "chief of the country;" these may have necessitated intervention on a higher level between the heads of the two families of different ethnic groups. Compare Samson's request of his parents, reiterated to his father, for them to take a Philistine wife for him (Judg 14:1–3).

vulnerability, his intention apparently is to show respect,<sup>45</sup> and thereby appease their anger and prevent a forceful reaction on their part to the offense against their family honor.<sup>46</sup> Shechem himself adopts the very same attitude on approaching Dinah's brothers in an attempt to awaken sympathy in their hearts ("Do me this favor" [lit., may I find favor], v. 11).<sup>47</sup> However, as mentioned, the approach to Jacob's sons has no legal significance.

The second request of marriage, in Shechem's speech, is essentially repetition of the first by his father. Shechem is eager to obtain the consent of Dinah's family. He is described as strongly drawn to Dinah, in love with her, and "speaks to her tenderly" (v. 3); in the words of Hamor: "My son Shechem longs for your daughter" (v. 8). Therefore, when his father expatiates lengthily on interrelationships between the two groups in general (intermarriage and economic partnerships, vv. 9–10), Shechem impatiently brings the conversation back to the heart of the proposal of obtaining consent from Dinah's family to their marriage. He offers to pay any price, be it ever so high, in return for Dinah.<sup>48</sup>

The main elements in Hamor's request – the verb *תָּנַן*, "give," designation of the object of the request and its purpose – are employed by Shechem as well. At the same time, the two proposals differ stylistically from each other on two counts: in the first, the particle of request *נָא* – "please," is absent. Given the tension and sensitivities of the parties, it is hard to understand the use of the imperative *תָּנַן*, "give," without the addition of the

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<sup>45</sup> Victor P. Hamilton, *The Book of Genesis: 18–50*, NICOT 2 (Grand Rapids: Eerdmans, 1995), 359.

<sup>46</sup> Whether Schechem's act was rape or abduction for the purpose of marriage, he violated the honor of her family. For the first possibility, see Westermann, *Genesis*, 544, and cf. the harsh response of Absalom – the killing of his brother Amnon – following the rape of his sister Tamar (2 Sam 13: 21–30); for the second possibility, see Fleishman, "Socio-Legal Aspects," 154.

<sup>47</sup> Menahem Z. Kaddari, מִצָּא, *A Dictionary of Biblical Hebrew* (Ramat-Gan: Bar-Ilan University Press, 2007), 651 (Hebrew); cf. plural forms employed by Potiphar's wife addressing members of her household in the attempt to elicit their sympathy *בְּנֵי לִצְחָק בְּנֵי לִנּוּ*, הֲבִיא לִנּוּ (Gen 39:14).

<sup>48</sup> On Shechem's impatience in this situation, see Wenham, *Genesis*, 312.

request particle, “please,” in what would be considered discourteous speech.<sup>49</sup> However, Shechem’s pleading is indicative of his eagerness to obtain the consent of Dinah’s family to marry her, as is the expression אֶמְצֵא חֵן בְּעֵינֵיכֶם, “Do me this favor” (v. 11). This expression is employed by one who puts himself down vis-à-vis his interlocutor in his eagerness to obtain something.<sup>50</sup> While it does not carry the same sense as the request particle “please” in Hamor’s proposal, it may nevertheless be regarded as a stylistic alternative of courtesy. Thus, although the particle “please” is absent from Shechem’s proposal, this lack is not detrimental to the essential intent of the speaking subject.

The second difference is that, unlike his father, Shechem does not designate Dinah as בְּתוּלָה, “your (pl.) daughter,” but rather הַנְּעִרָה, “the maiden.” This stylistic difference is significant: while Shechem had called Dinah הַיְלֵדָה הַזֹּאת, “this girl,” in addressing his father (v. 4), this should not be seen as referring to her young age, since it is recounted that she “went out to visit the daughters of the land” (v. 1) – proof that she was an independent young woman.<sup>51</sup> In calling Dinah a “girl,” Shechem is perhaps alluding to her

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<sup>49</sup> On the full measure of respect awarded by Shechem to Jacob and his sons, see Mihăilă, “Raping the ‘Justice,’” 43.

<sup>50</sup> The expression “to find favor in someone’s eyes” is used in the Bible for a person of inferior status addressing a person of higher status. Thus, Lot and the angels (Gen 19:19), Moses and God (Exod 33:12), Hannah and Eli (1 Sam 1:18), and many more elsewhere. While Shechem enjoys a high position as son of “chief of the country,” he humbles himself before Dinah’s father and brothers in his eagerness to obtain their consent to the marriage.

<sup>51</sup> Dinah left the confines of her home and went on her own to a foreign city, “went out to visit the daughters of the land.” Her very conduct was unacceptable to commentators. Gen. Rab., Vayishlah, 80:1, [https://www.sefaria.org.il/Bereishit\\_Rabbah.80?lang=en](https://www.sefaria.org.il/Bereishit_Rabbah.80?lang=en) (16.06.2022); Rashi, commentary on Genesis 34:1, s.v. בת לאה (“the daughter of Leah”) <https://mg.alhatorah.org/Full/Bereshit/34.1#e0n6> (16.06.2022) (Hebrew); Nahum M. Sarna, *Genesis, The JPS Torah Commentary: The Traditional Hebrew Text with the New JPS Translation* (Philadelphia: Jewish Publication Society, 1989), 233. They also considered the purpose of her visit blameworthy. The expression לראות ב- (unlike the common לראות את which takes a direct object) has been understood as expressing a mental state – empathy. Menahem Z. Kaddari, “-ראה ב- As an Expression of Empathy in Biblical Hebrew,” in *Language Studies* 5–6 (1992): 67–78 (Hebrew). Dinah was perhaps observing local girls favorably, perhaps watching their dancing. Midrash Sechel Tov, Bereshit, Vayishlah 34, link above; Fleishman, “Socio-Legal Aspects,” 15. The expression בנות הארץ (“the native women”) occurs only once more in the Bible (Gen 27:46) – in the speech of Rebekah, fearful lest Jacob too, like Esau, should marry a native woman. This analogy might imply narratorial displeasure towards



emotional and physical state following his deed.<sup>52</sup> Hence, the designation “the maiden” in Shechem’s marriage proposal should be understood as referring to her marriageable age.<sup>53</sup> It would seem that in this, Shechem intends to express that her age is no obstacle to their marrying, and she can already be given to him.

The two requests – by Hamor and by Shechem – are not identical in language. Yet, based on their common features (the verb “to give”, [varying] designation of the object of the request, and its purpose), it cannot be ruled out that these are variations on an accepted formula for formal request of marriage.

### 3.1.3. Terms of the agreement proposed by the “groom” – bride-price and gifts

Following Hamor’s expansive proposal for resolving the conflict between the two groups (vv. 9–10) we have Shechem’s concrete request to obtain the consent of Dinah’s family to their marriage. His fierce longing spurs him to offer prodigious marriage presents – מִהָר וּמִתֵּן, “bride-price and gifts” (v. 12). The word מִהָר is a Hebrew analogue to the Akkadian term *terḥatu*. Both terms designate payment transferred by the bridegroom to the family of the bride; the transfer symbolizes the change in the bride’s legal status from unmarried to betrothed.<sup>54</sup> The term מִתֵּן in the sense of “marriage

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Dinah’s conduct; Sarna, *Genesis*, 233; Fleishman, “Socio-Legal Aspects,” 15. Others however have viewed Dinah’s behavior as that of an inquisitive girl displaying interest in her local counterparts and eager to make their acquaintance. S. R. Hirsch and Malbim (accessed at [alhatorah.org](http://alhatorah.org), link above), in their commentaries on Genesis 34:1, s.v. וַתֵּצֵא דִינָה (“now Dinah...went out”). In any case, Dinah visiting the local girls is an independent young woman, aware of her actions.

<sup>52</sup> In the opinion of Wenham, *Genesis*, 311, it is unlikely that the designation “girl” is a slight against Dinah; Shechem’s fierce feelings for her are described repeatedly in the text, in various ways: on the narrative level (v. 3) and in the speech of Hamor (v. 8). It follows that the designation “girl” actually indicates Shechem’s awareness of, and sensitivity to, her condition.

<sup>53</sup> H.F. Fuss, נָעִר *na‘ar*; נָעִרָה *na‘arâ*, *TDOT* 9:483; Menahem Z. Kaddari, נָעִרָה, *A Dictionary of Biblical Hebrew* (Ramat-Gan: Bar-Ilan University Press, 2007), 721 (Hebrew), and see further examples there where *na‘ar*, *na‘arâ* refer to marriageable age.

<sup>54</sup> On bride-price in the ancient Near East, see Godfrey R. Driver and John C. Miles, *The Babylonian Laws*, Vol. 2 (Oxford: Clarendon Press, 1955), 249; Westbrook, *Old Babylonian*

gifts” is employed in the Bible only in the story under discussion.<sup>55</sup> It has been suggested that the gifts designated by this second term are the *biblu* – bestowed by the bridegroom upon the bride’s family – documented in marriage contracts from the ancient Near East.<sup>56</sup>

#### 3.1.4. Conditional consent to marriage

Jacob’s sons consented to give Dinah to Shechem as wife and, as per the proposal made by Hamor, to initiate broader intermarriage between the two groups: “Then we will give our daughters to you” (v. 15). As already noted, Jacob too probably gave his consent. The consent of Jacob and his sons was contingent upon the condition that the male population of Shechem be circumcised – to which Hamor and Shechem acquiesced (vv. 14–17).

However, unlike a legal document signed by both parties with the intent of observing it, in the story of Dinah, written to convey a message and teach a lesson, the sons of Jacob deliberately and deceitfully planned from the outset to breach the marriage agreement before its completion. With Hamor and Shechem fulfilling their obligation under the agreement, the ruse was successful.

### 4. Between Babylonian marriage agreements and the marriage agreement in the story of Dinah – concluding comparison

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*Marriage Law*, 29, 34. The Bible mentions bride-price also in Exod 22:16 and in 1 Sam18:25, but it should also be identified with the marriage gifts bestowed by Abraham’s servant upon the family of Rebekah (Gen 24:53). See discussion in Jacobsen, *Legal Status*, 225-228. For possible additional occurrences of bride-price in the Bible, see Samuel E. Loewenstamm, מנהר *Encyclopaedia Biblica* 4:702–706 (Hebrew).

<sup>55</sup> The collocation מנהר ומתן, is known also from an Ugaritic text – “*mhrk...itnkn*” (*Ugaritica* V RS 24.244: 75–76). The account of Rebekah’s betrothal and marriage (Gen 24) mentions two kinds of marriage property: gifts to the bride and gifts to her family (v. 53), albeit without employing the specific terms for these gifts. It has been suggested that this same distinction can be found in the Dinah story, see Skinner, *Genesis*, 419; Westermann, *Genesis*, 540.

<sup>56</sup> Benno Landsberger, “Jungfräulichkeit, Ein Beitrag zum Thema ‘Beilager und Eheschliessung,’” in *Symbolae Iuridicae et Historicae Martino David*, ed. Johan A. Ankum et al. (Leiden: Brill, 1968), 93 n. 3; Sarna, *Genesis*, 235; Wenham, *Genesis*, 312-313.

Examining elements of Babylonian marriage agreements and the agreement in the Dinah story has shown significant similarity. Despite their stylistic differences stemming from the fact that we are dealing with two text types – legal document, on the one hand, and narrative, on the other – the similarities outweigh the differences.

4.1. As in Babylonian agreements in which the bridegroom is designated by paternal lineage and the bride by parental lineage – father and mother – or by paternal lineage only, so too in the Dinah story the two objects of the marriage agreement are designated by lineage: the “bridegroom” – Shechem son of Hamor; the “bride” – Dinah, daughter of Leah and Jacob.

4.2. Significant similarity is evidenced primarily in the language of the request of marriage presented in dialogue, a unique feature of Babylonian agreements of the “subjective style”.

4.3. Both types of agreements employ a basic request formula comprising the verb “to give,” adding the request particle “please,” with the inflected object of the request “your (sing./pl.) daughter,” and the purpose “[to give] in marriage”/“let her be a wife,” as follows

Babylonian agreements: **“Please give me [name] your daughter, in marriage. let her be a wife.”**

Request by Hamor in the Dinah story: **“Please give her (your [pl.] daughter) to him as wife.”**

While in a legal document it is necessary to record the daughter’s proper name in order to prevent any possible ambiguity (cf. the giving of Leah to Jacob in lieu of Rachel, Gen 29:23, 25), this is not so in the Dinah story, because it is not a legal document but, a narrative. In the narrative it is quite clear to all that Dinah is the woman in question.

4.4. As mentioned, in the Babylonian agreements the introductory sections with the request of marriage include additional elements as well, which differ from one agreement to another. Thus, for instance, in most agreements we find the particle of request *(i)bī*, the etymology of which is unknown; in others it is

absent. Many agreements dated to the 7<sup>th</sup> and 6<sup>th</sup> centuries BCE employ the designation *nu'artu* – the biblical נַעֲרָה “maiden,”<sup>57</sup> while in others it is absent. We may therefore regard the language of Shechem’s request, with respect to its constitutive elements, as a variation of the expanded form of request represented in Hamor’s speech. Moreover, in light of some Babylonian documents,<sup>58</sup> the designation נַעֲרָה in Shechem’s request accords also with Dinah’s situation as having already had sexual intercourse.

4.5. Following the introductory clause in Babylonian agreements is the paragraph with the granting of consent to the marriage. Consent on the part of the bride’s family is expressed, as noted, by the verb *šemû* in the legal sense of “to grant consent.”<sup>59</sup> In the story of Dinah, the formula of consent employing the verb “to hear” is absent. In its stead is the stipulated condition of circumcision for the entire male population of Shechem (vv. 14–15). However, in the continuation of the stipulated condition “But if you will not listen [the root שמ"ע, lit., to hear] to us...” (v. 17), and the reaction on the part of the townspeople of Shechem to the speeches of Hamor and Shechem, “All who went out of the gate of his town heeded [lit., to hear] Hamor and his son Shechem” (v. 24), it emerges that the author of this story was familiar with the

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<sup>57</sup> Rabinowitz, “Neo-Babylonian Legal Documents,” 136, dealing with *BMA* No. 8 and No. 10; Roth, “Age at Marriage,” 742; Kathleen Abraham, “West Semitic and Judean Brides in Cuneiform Sources from the Sixth Century BCE,” *AfO* 51 (2005–2006):201.

<sup>58</sup> See note 27.

<sup>59</sup> On the force of verbs of “hearing” in Akkadian and Hebrew legal contexts, see Pietro Bovati, *Re-Establishing Justice: Legal Terms, Concepts, and Procedures in the Hebrew Bible*, trans. Michael J. Smith (Sheffield: JSOT Press, 1994), for instance, pp. 71, 187, 189 and elsewhere. See recently Shalom E. Holtz, *Praying Legally* (Providence: Brown Judaic Studies, 2019), 120–121. In his discussion of the analogy obtaining between biblical and ancient Near Eastern prayers to Neo-Babylonian trial records, Holtz claims that the verb “*šemû*” – in trial records, designating the fact that the judges have “heard” the accounts of the litigants – bears procedural meaning. “Hearing” signifies a point of transition in the legal procedure – from the arena of the litigants to that of the judges – for the purpose of further investigation and judgment. In prayers, the plea for the addressee to “hear” them signifies a point of transition from human despair to the sought-after remedy. To be “heard” is the initial, most basic step towards attaining legal relief. On this background, the act of “hearing” in the marriage agreements under discussion is thrown into sharp relief; “hearing” is the first significant legal action towards completing the marriage procedure.

legal sense of the verb “to hear.”<sup>60</sup> Hence, it cannot be ruled out that, in the agreement between the parties, had it been concluded, consent to the marriage request would have been expressed by Dinah’s family by the verb “to hear.”

4.6. Terms and conditions of marriage as presented in the Dinah story, some of which appear also in Babylonian agreements, are related to property that the “bridegroom” promises to transfer to the family of the “bride.” Shechem promises “A bride-price ever so high, as well as gifts” (v. 12). As mentioned, מִתְּנָן – “gifts” refers to marriage gifts bestowed by the groom on the family of the bride and is thought by scholars to be the *biblu* documented in Babylonian marriage contracts from the first millennium BCE. “Bride-price” is not documented in Babylonian marriage contracts from that period, but is mentioned in the Bible in several passages (Exod 22:15–16; 1 Sam 18:25) and in the Elephantine papyri which reflect social and legal reality of Jews in Egypt under the Persian Empire.<sup>61</sup> While bride-price is not an element that the Dinah story and Babylonian marriage agreements have in common, its mention along with “gifts” indicates that these two types of property were known to the story’s author, and were perhaps a common part of marriage practices in his own milieu.

The significant similarities between the two text types – biblical narrative and Babylonian agreement – point to the possibility that the author of the Dinah story was familiar with the legal language of Neo-Babylonian marriage agreements and their constitutive elements. Moreover, the

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<sup>60</sup> On the forms of the verb שמע, “to hear,” (vv. 17, 24) in the sense of “to agree” in the context of the story under discussion, see, for instance, Sarna, *Genesis*, 237 (on v. 24); Wenham, *Genesis*, 313 (on v. 17); Westermann, *Genesis*, 542 (on v. 24). The verb “to hear” with the legal meaning of consent in transactions between two parties is also found, for instance, in Gen 23:16; 1 Kgs 5: 21, 22.

<sup>61</sup> The practice of giving bride-price had almost completely disappeared in Babylonia after the Old Babylonian period but was still practiced in the Persian period among minority communities in the periphery of the Babylonian cultural sphere, as well as among the Jews of Egypt, as we learn from the Elephantine papyri. Abraham, “West Semitic and Judean Brides,” 206. For marriage documents of Elephantine mentioning bride-price, see Skaist, “Mesopotamian Family Law,” 134–153.

integration of these elements into the story, echoing agreements in the “dialogue documents” style, supports the assumption that the language of the agreements penetrated contemporary Israelite society. Hence, I submit that we regard 6<sup>th</sup> century BCE, when Judean exiles integrated into Babylonian culture, or the post-exilic era, as the point in time of composition of chapter 34 in Genesis.

The notion of linking the time of the chapter’s composition with the exile or post-exilic era has been raised before. It is based on stylistic, linguistic, and ideational features associated with Late Biblical Hebrew,<sup>62</sup> or on social aspects of the Judean community.<sup>63</sup> My suggestion lends support to this notion from the legal perspective: the author of the story was familiar with the language of Neo-Babylonian marriage agreements from contemporary reality and employed it in the composition of his oeuvre.

In addition, the suggestion herein submitted could shed light on the question of the chapter’s composition: scholars agree in attributing the early narrative stratum to ancient tradition(s), but not its final form. Linguistic affinities between the marriage agreement in the Dinah story (an agreement which was never concluded) and Babylonian marriage agreements could indicate that the biblical author, who lived during the Babylonian exile or in post-exilic times, according to our suggestion, composed his narrative from ancient tradition or traditions while employing contemporary legal language. This is in line with Claus Westermann’s view; he considered chapter 34 a new composition by an independent author, not merely the work of a redactor.

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<sup>62</sup> Rofé, “Defilement of Virgins,” 369–375.

<sup>63</sup> On the story’s bias against intermarriage, see Westerman, *Genesis*, 537; Yaira Amit, *Hidden Polemics in Biblical Narrative* (Tel Aviv: Miskal, 2003), 194-210 (Hebrew), and many others.