

## TWO OLD BABYLONIAN MARRIAGE CONTRACTS FROM ISIN

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Our study establishes that two tablets from the Iraq Museum are marriage contracts dating to the Old Babylonian period and in particular from the city of Isin. The dating formula of IM 201688 refers to a hitherto unpublished year name for Erra-imitti, who became king of Isin in 1868 BC. The event concerns the making of four large copper lions as a votive offering. This might have been done in preparation for a military campaign in connection with the rivalry between Isin and Larsa. The dating formula of IM 183636 is completely damaged. However, the text includes a witness described as a citizen of Isin. These two tablets are a very useful addition to the limited number of published OB marriage contracts and especially those from Isin. The tablets were written using formulaic legal expressions in Sumerian throughout with the exception of proper names. Both texts show a remarkably equal treatment of the two spouses in matters relating to compensation in the event of divorce.

### Introduction

The tablets published here come from a collection of objects deposited at the Iraq Museum (IM) after they were confiscated in 2004. These tablets originated mainly from illegal excavations hence their provenance and context are undocumented. One tablet was given the inventory number IM 183636 and the other IM 201688 in accordance with the decision of The State Board of Antiquities and Heritage (SBAH). The Directorate of the Iraq Museum kindly granted permission to Mohannad Khalaf Jamen Al-Shamari in 2017 to copy and publish these texts. The following article gives a brief overview of Babylonian marriage law and outlines the formulaic language used in these documents, with particular reference to the language found in the bilingual legal handbook *Ana ittišu* (MSL 1), before presenting the texts in photograph, copy, transliteration and translation.

### The Old Babylonian Period

The beginning of this period should in theory start after the fall of the Ur III empire with the sack of Ur in 2004 BC. However, there is no clear transition point to the successor dynasty at Isin, which continued the Neo-Sumerian traditions.<sup>1</sup> According to some, the reign of Lipit-Ishtar (1934–24 BC) marks the end of the Ur III cultural hegemony which prevailed at Isin.<sup>2</sup>

### Marriage Contracts in Ancient Iraq

There is some debate about exactly when and on what grounds a marriage relationship could be said to be legally constituted. A formal marriage contract was needed before a man and a woman could be regarded as married according to the Code of Hammurabi, CH §128: *šumma awīlum aššatam iḫuzma riksātīša lā iškun sinništum šī ul aššat* “If a man has taken (a woman to be) a wife and has not drawn up a contract for her, that woman is not a wife.”<sup>3</sup> It has been argued by Greengus (1969) that a written contract is not necessary, his argument hinging on the interpretation of the word *riksātum* and whether it denotes a written document. He argued that marriage was enacted by means of the *verba solemnia* used in adoption, manumission and divorce cases, and that the marriage documents regulated “transactions which could affect the status and rights of husbands and wives” rather than documenting the fact of the marriage itself.<sup>4</sup> Marriage was a legal union between a man and a woman with the aim of producing children and building a family<sup>5</sup> and the forging of

<sup>1</sup> Beaulieu 2018: 62.

<sup>2</sup> Westbrook 1988: 1.

<sup>3</sup> Driver and Miles 1952: 245–249; 1955: 50–51. For *riksātum šakānum* see also VS 18 1, 57; BM 96998, 32 (Veenhof 2003: 313–322; Ai VII ii 40 (MSL 1, 98).

<sup>4</sup> Greengus 1969: 512; Westbrook 1988: 6.

<sup>5</sup> Sulaiman 1988: 195.

social and economic ties, which will secure tangible results for the future.<sup>6</sup> Marriage enabled the woman to secure her rights as a wife and mother and to function as an effective participant in building Society.<sup>7</sup>

W. Durant postulated in his seminal work that societies without marriage are rare but that there is enough evidence to indicate a pre-historic transition from non-marrying societies to marrying ones as a result of the rising institution of property.<sup>8</sup> Similarly, the idea of the *Kaufehe*, whereby the woman was deemed to be bought as property by the man, was developed by Koschaker, but found to be inadequate to explain the complexities of Babylonian marriage relationships by Westbrook.<sup>9</sup> More recently, Démare-Lafont postulates that marriage starts as a contract then becomes an institution once children are born.<sup>10</sup> The bearing of offspring was indeed a cornerstone in a successful marriage and it may have been one of the most important factors leading to marriage.<sup>11</sup> The choice of a future wife was probably mostly carried out through intermediaries at the behest of a man's parents.<sup>12</sup> Ancient Iraqi laws stipulated that no marriage was legal without the consent of a woman's parents even if she lived in the man's house as his wife for a whole year.<sup>13</sup> Betrothal was conducted between the groom and a representative of the bride-to-be.<sup>14</sup>

After the parties agreed to the union, the engagement was proclaimed and the future husband presented the engagement present termed *níg-dé-a* in Sumerian and *biblu(m)* in Akkadian to the woman's family.<sup>15</sup> This is indicated in an Old Babylonian letter as follows: *lama Nabru illakūnimma bibla ubbalūnim* "they will bring the engagement present before they go to the festival of Nabru."<sup>16</sup> However, the giving of a *biblum* was not obligatory.

Rituals for the engagement included anointing the woman's head with oil and perfume together with suitable gifts presented to the bride's family as part of the traditional rites when the engagement was officially declared in the presence of family, relatives and friends.<sup>17</sup> The groom then presented the bridewealth, or *terḫatum*, to her father.<sup>18</sup> This was usually in the form of silver. A relevant text from another Old Babylonian letter states: 5 GÍN KÙ.BABBAR *terḫassa PN abūša maḫir* "PN her father received her bridewealth, 5 shekels of silver."<sup>19</sup> In other cases the bridewealth may be received by the woman's mother: 5 GÍN KÙ.BABBAR PN *ummaša maḫrat* "PN her mother received her bridewealth, 5 shekels of silver."<sup>20</sup>

The father of the bride gave her a present termed *šeriktum* which was her share, *zittum*, of her inheritance. CH §138: *kaspam mala terḫatīša inaddiššim u šeriktam ša ištu bīt abiša ublam ušallamšima izzibši* "He shall give her silver as much as the bridewealth, and restore to her the dowry that she brought from her father's house and he shall divorce her."<sup>21</sup> A further gift was given to the bride by the groom termed a *nudunnûm* (CH §171): *ḫirtum šeriktaša u nudunnâm ša mussa iddinūšim ina ṭuppim iṣṭurūšim ileqqēma ina šubat mutīša uššab adi balṭat ikkal* "the first-ranking wife shall take her dowry and the marriage settlement which her husband awarded to her in writing, and she shall continue to reside in her husband's dwelling; as long as she is alive she shall enjoy the use of it."<sup>22</sup> Furthermore, we read in the Code of Hammurabi (CH §172): *šumma šinništum šī ana waṣēm panīša ištakan nudunnâm ša mussa iddinūšim ana mārtīša izzib* "If this woman intends to leave (i.e. to marry again), she may bequeath to her children the *nudunnûm* which her husband gave her."<sup>23</sup> The language of CH seems to be idiosyncratic here, as the *nudunnûm* could also be given by the father to his daughter as a dowry, as attested in the following marriage document: *mimma nudunnâm ša PN<sub>1</sub> ana mārtīša iddinūma ana bīt PN<sub>2</sub> ušēribūši* "all the

<sup>6</sup> Al-Hashimi 1985: 86.

<sup>7</sup> Al-Hashimi 1985: 87.

<sup>8</sup> Durant 1942: 37.

<sup>9</sup> Westbrook 1988: 53–58; Stol 1995: 126–127.

<sup>10</sup> Démare-Lafont 2012: 184.

<sup>11</sup> Aqrawi 1978: 33.

<sup>12</sup> Westbrook 1988: 37.

<sup>13</sup> Sulaiman 1993: 153.

<sup>14</sup> Al-A'raji and Fadhil 2016: 339.

<sup>15</sup> CAD B 219; Westbrook 1988: 101.

<sup>16</sup> CT 43.30, 26 (AbB 1.30: "bevor das Nabru-Fest kommen und mir die Gabe bringen kann;"; CAD B 220:

"they will bring the marriage-gift before the Nabru-festival arrives"). Cf. Westbrook 1988: 101.

<sup>17</sup> Al-Hashimi 1971: 47.

<sup>18</sup> Al-Ansari 2000: 89; Stol 2012.

<sup>19</sup> CT 48.55, 15; YOS 13.440, 2.

<sup>20</sup> CT 48.53, 10; for the particulars of this unusual situation see Stol 2012: 140.

<sup>21</sup> Roth 1995: 107.

<sup>22</sup> Roth 1995: 114.

<sup>23</sup> Driver and Miles 1952: 265–271; 1955: 66–67.

*nudunnûm* presents which PN<sub>1</sub> gave to his daughter when she was brought into the home of PN<sub>2</sub>.<sup>24</sup> The *nudunnûm* is also involved in cases where a man marries the class of woman referred to as a *šugītum*: *mimma annûm nudunnê ša* <sup>1</sup>PN ŠU.GI “All of this is the marital property belonging to <sup>1</sup>PN the *šugītum*.”<sup>25</sup> The *šugītum* is usually mentioned as a second wife in relation to a *nadītum* who may not have children.<sup>26</sup> The *šugītum* did not have the same status as the *nadītum*.<sup>27</sup> However, there is no evidence that she could not be a wife in her own right.

An engagement could be called off for specific reasons, although this seems to be a complicated matter.<sup>28</sup> Such a case was addressed in CH §159: *šumma awilum ša ana bīt emišu biblam ušābilu terhatam iddinu ana sinništîm šanītîm uptallisma ana emišu mārarka ul aḥḥaz iqtabi abi mārîm mimma ša ibbablūšum itabbal* “If a man who has the ceremonial marriage prestation brought to the house of his father-in-law, and who gives the bridewealth, should have his attention diverted to another woman and declares to his father-in-law ‘I will not marry your daughter’ the father of the daughter shall take full legal possession of whatever had been brought to him.”<sup>29</sup> However, if the father of the daughter calls the engagement off then he has to pay all gifts back to the groom twofold according to CH §160.<sup>30</sup>

Although also a complicated situation, if the woman dies before the wedding, then the man may choose one of her sisters to take for a wife or have all of the gifts he has given restored to him. But if the groom dies before the wedding then his father has the right to take the woman as a wife for one of his other sons.<sup>31</sup> Polygamy took place if the first wife was childless; the second wife was often a slave but she did not have the same rights as the free wife.<sup>32</sup> The slave was a wife to the husband but a slave to the first and main wife. R. Westbrook in his work titled “The Female Slave” examines the complex situation of slave women taken into marriage.<sup>33</sup> They are treated as property but also subject to family laws.

The relationship between the first and second wife can be illustrated in the following text, CT 2.44, 17-25: *u Iltani šēpī Tarām-Sagila imessi* <sup>gi</sup>GU.ZA-ša ana É iliša inašši zēni Tarām-Sagila Iltani izenni salāmīša isallim kumukkīša ul ipette 1(BÁN) ZID ŠE iṭēnma uṭeḥḥīši “and Iltani shall wash the feet of Tarām-Sagila and carry her chair to the temple of her god (and) Iltani will side with Tarām-Sagila whether she is on bad or good terms (with their husband). She (Tarām-Sagila) will not open her sealings and will grind 1 BÂN of fine flour and present it to her.”<sup>34</sup> The above was one of a trilogy of contracts involving the same two women who were in a state of sisterhood.

Sometimes a man may have relations with more than one woman, each of whom may bear children. He may also marry a woman who already has children from a previous marriage. They will then adopt these children in addition to their own.<sup>35</sup> The woman had the right to re-marry if her husband became absent but she is not penalised if her husband returns. If she had children in the meantime, then each child will belong to their biological father.<sup>36</sup>

#### *Verb used in marriage contracts*

The verb used is *aḥāzum* with the basic meaning of to take hold of something or someone according to CAD and AHW but the meaning “to marry” is secondary. This verb is not used on its own but within a full legal formula. The groom as subject is said to perform the following action with relation to the bride as object: *ana aššūtîm u mutūtîm aḥāzum*.<sup>37</sup> The contractual phraseology involved denotes the transfer of control over a woman from her parents or guardians to a man for the purpose of placing her and the man in a status of lawful marriage.<sup>38</sup> The Sumerian term used is: nam-dam-šè ... tuku meaning “take for wifeship and husbandship.”

<sup>24</sup> YOS 2.25, 10.

<sup>25</sup> BE 6/1 101: 14.

<sup>26</sup> CAD Š/3 200.

<sup>27</sup> Al-Hashimi 1971: 60.

<sup>28</sup> Westbrook 1988: 41–47.

<sup>29</sup> Roth 1995: 111.

<sup>30</sup> Roth 1995: 111.

<sup>31</sup> Sulaiman 1993: 154; Westbrook 1995.

<sup>32</sup> Moscati 1957: 82.

<sup>33</sup> Westbrook 1998: 238–241.

<sup>34</sup> Harris 1974: 365; Westbrook 1988: 117; CAD T 98.

<sup>35</sup> Al-Hashimi 1985: 97.

<sup>36</sup> Al-Hashimi 1985: 44.

<sup>37</sup> Westbrook 1988: 10.

<sup>38</sup> Westbrook 1988: 11.

### Penalty Clauses

Most contracts have clauses detailing applicable penalties should either party not comply with their obligations. This mainly concerns the repudiation such as a wife telling her husband “you are not my husband.” The penalty can amount to being thrown in the river: tukum-bi dam-e dam-na ħul-ba-anda-gig-a-ni dam-ġu<sub>10</sub> nu-me-en ba-an-na-an-du<sub>11</sub> i<sub>7</sub>-da-šè ba-an-sum-mu “If a wife hates her husband and says to him ‘you are not my husband’ they will throw her in the river.”<sup>39</sup> In some contracts, the wife’s punishment is to be thrown from a tower, as in the case of another penalty from the trilogy of documents mentioned above: *Tarām-Sagila u Iltani ana Warad-Šamaš mutīšīna ul mutī atta iqabbīma ištu dīmtim inaddūniššīnāti* “Should Tarām-Sagila and Iltani say to Warad-Šamaš, their husband, ‘You are not my husband’ they shall throw them from a tower.”<sup>40</sup> Or she can have her head shaved then be sold as slave: “Should she (Tarām-Sagila) say to Iltani, her sister, ‘You are not my sister’ and to the children of her sister, ‘You are not my children,’ he (Warad-Šamaš) shall shave her head and sell her.”<sup>41</sup> Note: both of the above contracts involve the same persons but they contain different penalty clauses according to whether the repudiation of the family relationship was directed at the husband or one of the wives.

### Date Formulae

The system of dating was based on giving years the name of a notable event that took place during that year. This included things such as the accession of a king to the throne, a military campaign, the building of a temple or walls and the digging of a canal. It was necessary to inform all the towns in any kingdom of the adopted year name to enable proper record keeping throughout the land.<sup>42</sup> Should there be no agreed notable event in that year then they resorted to using the previous year name by writing “the year after the previous year”. The formula for this is mu-ús-sa meaning the year following the previous year.<sup>43</sup> The date formula for tablet IM 201688 reads:

mu<sup>d</sup> *ér-ra-i-mi-ti* lugal 4 urudu ur-maḡ-gal-gal é-AN-nir-ra mu-na-dím  
 “The year when king Erra-imittī fashioned 4 large copper lions for him on the *Ziggurat*.”<sup>44</sup>

This is a new and previously unattested year name for Erra-Imittī, the ninth king of the first dynasty of Isin who ruled from 1868-1861 BC. The published date formulae are:<sup>45</sup>

1. Year Erra-imittī became king.
  - a. Year (Erra-imittī) established justice (in the land).
  - b. Year in which (Erra-imittī) restored Nippur to its right place.
  - c. Year after the year in which (Erra-imittī) restored Nippur to its right place.
- da. Year in which (Erra-imittī) seized Kisurra.
- db. Year Kisurra was destroyed.
- ea. Year after the year Erra-imittī seized Kisurra (month kin-<sup>d</sup>Inanna)
- eb. Year the city wall of Kazallu was destroyed.
- f. Year (Erra-imittī) built the city wall of ‘gan-x-Erra-imittī’

We suggest this new year name might be inserted as an additional name to precede year names “da” to “eb” above as it seems reasonable that the king would make an offering of copper lions on the Ziggurat in preparation for military action. This calls for a re-examination of the years of his reign which according to the Middle Chronology was from 1868-1861 BC.

<sup>39</sup> MSL 1, 103.

<sup>40</sup> CT 2.44, 6–11; Harris 1974: 365.

<sup>41</sup> BAP 89, 13–20; Harris 1974: 366.

<sup>42</sup> Postgate 1992: 42ff.

<sup>43</sup> Halloran 2006: 178.

<sup>44</sup> Suggestion to read é-AN-nir-ra courtesy Dr Farouk Al-Rawi, to be understood as a variant writing for é-u<sub>6</sub>-nir “Ziggurat.”

<sup>45</sup> Sigrist and Damerow 2001: s.v. Irra-imitti.

Tablet I<sup>46</sup>

<p>Obv.</p> <p><sup>m</sup>reš-tum dumu-munus ur-<sup>d</sup>utu <sup>md</sup>šū-i-lī-šū dumu <sup>m</sup>ēr-ra-mu-ba-lī-iṭ nam-dam-šè in-ni-tuku</p> <p>5 mu-lugal-ka-ni in-pàd túg-íb-lá nu-mu-un-zu-[a]-ni<sup>in</sup>-du<sub>8</sub> é a-šà ù níg-gur<sub>11</sub>-ra a-na [me-a-bi]</p> <p>lú-lú-gin<sub>7</sub> al-dím tukum-bi u<sub>4</sub>-kúr-šè</p> <p>10 <sup>m</sup>reš-tum <sup>md</sup>šū-i-lī-šū dam-a-ni-éš dam-ġu<sub>10</sub> nu-me-en ba-na-an-du<sub>11</sub> ½ ma-na kù-babbar ì-lá-e ù tukum-bi <sup>md</sup>šū-i-lī-šū <sup>m</sup>reš-tum dam-a-ni-éš</p> <p>Rev.</p> <p>15 dam-ġu<sub>10</sub> nu-me-en ba-(na)-an-du<sub>11</sub> ½ ma-na kù-babbar ì-lá-e mu-lugal-bi in-pàd-dè-eš [igi] <sup>m</sup>na-bi-<sup>d</sup>EN.ZU dumu <sup>m</sup>na-bi-ì-lī-šū igi [<sup>m</sup>a]-ta-na-aḥ dumu <sup>m</sup>na-bi-ì-lī-šū</p> <p>20 igi a-du-ba dumu èr-<sup>d</sup>en-líl-lá igi <sup>md</sup>EN.ZU-ki-ma-ì-lī-a dumu <sup>md</sup>EN.ZU-mu-ba-lī-iṭ igi <sup>m</sup>a-ad-da-wa-qar [dumu xx]-lī-wa-qar igi <sup>m</sup>am-ma-nu-um [lú]-nar</p> <p>25 igi <sup>md</sup>EN.ZU-i-din-na-šū DUMU la-bi-šū iti giš-apin-du<sub>8</sub>-a ud-15-kam mu <sup>d</sup>ēr-ra-i-mi-ti lugal 4 urudu ur-maḥ-gal-gal é-AN-nir-ra mu-na-dím</p> <p>Seal impression: <sup>md</sup>šū-i-lī-šū</p>	<p>Obv.</p> <p>Rēštum daughter of Ur-Utu Šū-ilišū<sup>47</sup> son of Erra-muballit took her for wife</p> <p>5 he swore in the name of the king he has loosened her ‘belt of virginity’ the house, the field and the possessions, as much as [they may be] they shared like equals.</p> <p>10 If in future, Rēštum to Šū-ilišū, her husband<sup>48</sup> says: you are not my husband she will weigh out ½ mina of silver and if Šū-ilišū to his wife</p> <p>Rev.</p> <p>15 says: you are not my wife he will weigh out ½ mina of silver They swore in the name of the king. Witnesses: Nabi-Sin son of Nabi-ilišū Atanaḥ son of Nabi-ilišū Aduba son of Warad-Enlila Sin-kīma-ilīya son of Sin-muballit Adda-waqar son of ... -li-waqar Ammanum [the] singer Sin-iddinaššu son of Labišu Fifteenth day of November year king Erra-imittī 4 large copper lions he fashioned on the Ziggurat.</p> <p>Seal impression: Šū-ilišū</p>
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## Sumerian Legal Expressions

nam-dam-šè in-ni-tuku = *ana aššūtim iḫuz* meaning: “he took as wife.”<sup>49</sup>

in-pàd = *itma* 3<sup>rd</sup> sg. G pret. of *tamū* meaning: “to swear.”<sup>50</sup>

túg-íb-lá nu-mu-un-zu-[a]-ni literally “belt of unknowing.”<sup>51</sup> See TIM 4.48, 7 GIŠ.IGI.DÙ nu-mu-un-zu-na / in-du<sub>8</sub> “he loosened the pin of her virginity,” as the content of the oath that the marriage has taken place, discussed by Landsberger (1968: 103–104), who also compared nam-mu-un-zu-a-ni at Ai 7 ii 20 (MSL 1, 96), although a parallel text is here vitiated by a transmission error, which has resulted in confusion with *almanūtu* “widowhood” (= nu-mu-su). The “pin” is also used in a related phrase at K4355+, obv. 19’-20’ in a description of *ardat lilī* (Landsberger 1968: 44). The use of the “belt” rather than the “pin” is not attested elsewhere, but seems reasonable. See further Westbrook 1988: 52.

níg-gàr-ra = *makkārum*, “possessions,” for more regular níg-gur<sub>11</sub>-ra.<sup>52</sup>

a-na me-a-bi = *mala ibaššū*, meaning: “as much as there may be.”<sup>53</sup>

<sup>46</sup> IM 201688. See fig. 1–2.

<sup>47</sup> The PN *Šū-ilišū* has a dingir-sign before it. This OB name is documented without the dingir sign with the exception of the deified king of Isin. It is theoretically possible to read *il-šū-i-ni-šū* but we have not come across such a name in the published record.

<sup>48</sup> dam-a-na-ra cf. TMH 10.2, obv. 13, 15, 19 (Goddeeris 2016: 37).

<sup>49</sup> MSL 1, 96.

<sup>50</sup> UET 5.144, 165, 177.

<sup>51</sup> Suggestion courtesy Stephen Moore.

<sup>52</sup> UET 5.92, 93, 96.

<sup>53</sup> CAD M/1, 143–144.

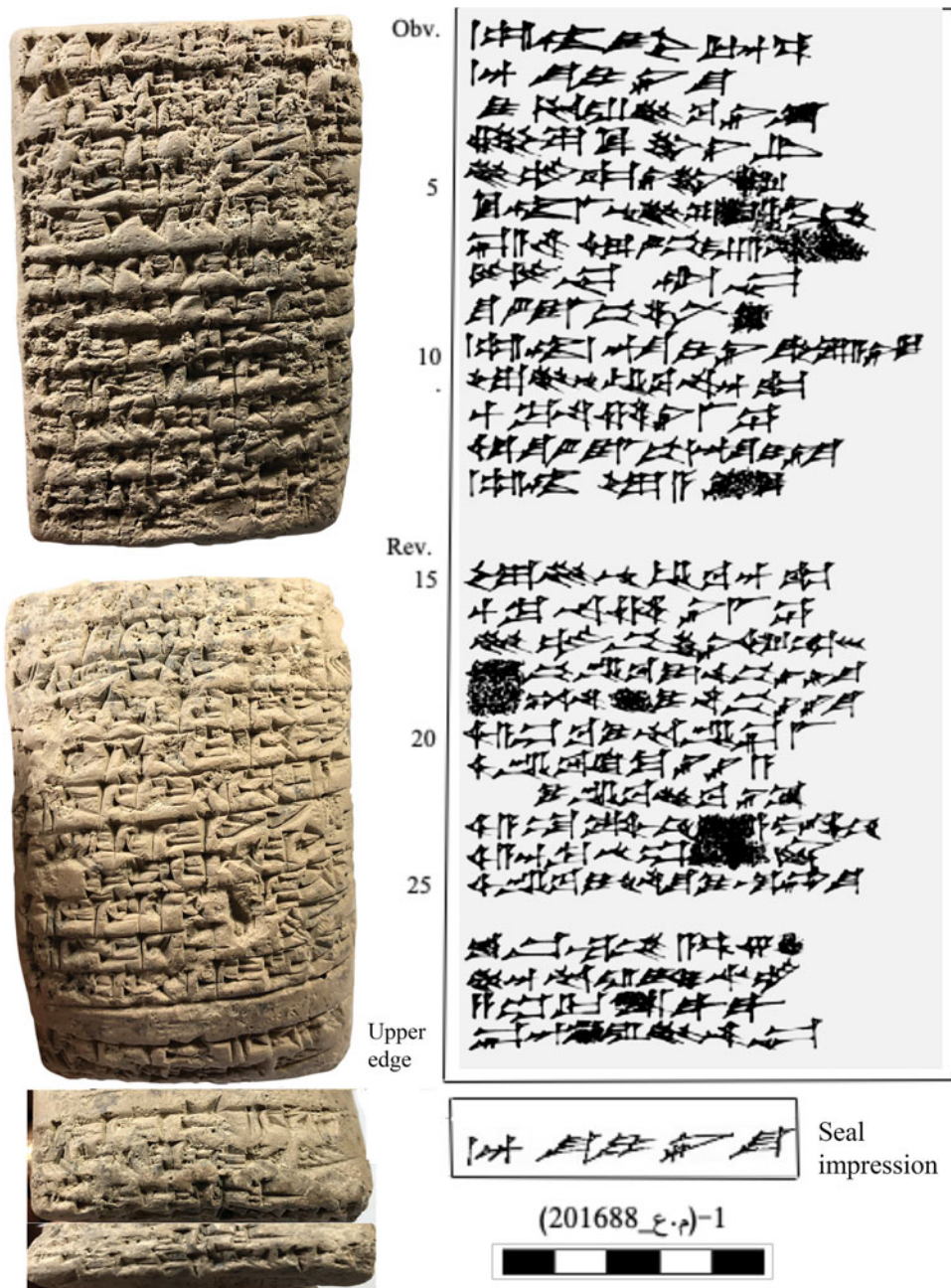


Fig. 1 Photographs and Hand-Copy of IM 201688 by Mohannad Kh. J. Al-Shamari.

al-dím = 3<sup>rd</sup> sg. G pret. *ṭpuš* meaning: “he fashioned.”<sup>54</sup> The usage here with *lú-lú-gin<sub>7</sub>* in the meaning of *mīḫāriš* is unparalleled.

u<sub>4</sub>-kúr-šè = *ana warkat ūmim* meaning: “in future.”<sup>55</sup>

ba-na-an-du<sub>11</sub> = *iqtabi* 3<sup>rd</sup> sg. G perf. meaning: “he said.”<sup>56</sup>

ì-lá-e = *išaqqal* 3<sup>rd</sup> sg. G durative, meaning “he weighs, pays out.”<sup>57</sup>

<sup>54</sup> CAD E 191.

<sup>55</sup> UET 5.133, 141, 164.

<sup>56</sup> UET 9.94, 95.

<sup>57</sup> CAD Š/2, 1.

Tablet 2<sup>58</sup>

Obv.  
 [xxxx]  
 [xxxx]  
 [xxxx]  
 [gemē] munus-nita-dam sag-gá-na  
 5 <sup>m</sup>iš<sub>4</sub>-tár-ri-ša-at  
<sup>md</sup>EN.ZU-a-bu-šu dam-a-na-ra  
 in-na-an-ku<sub>4</sub>  
<sup>m</sup>i-ku-pi<sub>4</sub>-iš<sub>4</sub>-tár dumu èr  
<sup>m</sup>iš<sub>4</sub>-tár-la-ma-sí dumu-munus PI  
 10 dumu-meš munus-nita-dam sag-gá-na  
 nam-ibila <sup>md</sup>EN.ZU-a-bu-šu(-)RA in-  
 tuku  
 u<sub>4</sub>-kúr-šè <sup>md</sup>EN.ZU-a-bu-šu  
 5 dumu hē-ib-tuku  
<sup>m</sup>i-ku-pi<sub>4</sub>-iš<sub>4</sub>-tár dumu-ni-šu ʾù<sup>1</sup>

Rev.  
 15 ibila-ni a-na me-a-bi  
 ní-g-gur<sub>11</sub>-ra-ni téš-sè-ga-bi i-ba-e  
 u<sub>4</sub>-kúr-šè tukum-bi  
<sup>md</sup>EN.ZU-a-bu-šu  
<sup>m</sup>iš<sub>4</sub>-tár-ri-ša-at dam-a-na-ra  
 20 dam-ġu<sub>10</sub> nu-me-en ba-an-du<sub>11</sub>  
 é a-ša ní-g-gur<sub>11</sub> a-na me-a-bi ba-  
 ra-e<sub>11</sub>-dè  
 ½ ma-na kù-babbar i-lá-e  
 ù tukum-bi  
<sup>m</sup>iš<sub>4</sub>-tár-ri-ša-at  
<sup>md</sup>EN.ZU-a-bu-šu dam-a-na-ra  
 25 dam-ġu<sub>10</sub> nu-me-en ba-an-du<sub>11</sub>  
 é a-ša ní-g-gur<sub>11</sub> a-na me-a-(bi)  
 ba-ra-e<sub>11</sub>-dè  
 ½ ma-na kù-babbar ba-ra-e<sub>11</sub>-dè  
 [mu lugal]-bi in-pád-dè-eš  
 30 [igi xx] ab-qi-šu dumu [x-x]-li  
 [igi xxxx] dumu i-li-ba-ni  
 [igi xxx] dumu <sup>md</sup>EN.ZU-ka-[x]  
 [igi xxxx] dumu i-si<sup>1</sup>-in<sup>ki</sup>  
 [igi xxxx] dumu èr-iš<sub>4</sub>-tár  
 35 [iti xxx]  
 [year-name broken]  
 Seal impression: <sup>m</sup>iš<sub>4</sub>-tár-ri-ša-at

Obv.  
 [...]  
 [...]  
 [...]  
 [the maid] is at the disposal of the first wife.  
 5 Ištar-rīšat  
 brought her (the maid) in  
 to Sîn-abūšu, her husband  
 Ikūn-pī-Ištar son of a slave  
 Ištar-lamassī, daughter of PI<sup>59</sup>  
 10 The children are at the disposal of the first wife  
 Sîn-abūšu took them as heirs  
  
 In future, Sîn-abūšu  
 Should he (even) have 5 children,  
 Ikūn-pī-Ištar (is) his son and  
  
 Rev.  
 15 his heirs, as many as there may be,  
 shall divide his possessions equally.  
 In future, if  
 Sîn-abūšu  
 to Ištar-rīšat, his wife,  
 20 says: you are not my wife  
 the house, field and possessions, as many as  
 they may be, he will forfeit,  
 he shall weigh out ½ mina of silver  
 and if  
 Ištar-rīšat,  
 25 to Sîn-abūšu, her husband  
 says: you are not my husband,  
 the house, field (and) possessions, as many as  
 they may be, she will forfeit,  
 ½ mina of silver she shall forfeit<sup>60</sup>  
 they swore in the name of the king  
 Witnesses: Abqīšu son of (xx)lī  
 [xxxx] son of Ilī-bāni  
 [xxxx] son of Sîn-awāt(xx)  
 [xxxx] citizen of Isin  
 [xxxx] son of Warad-Ištar  
 [date xxx]  
 [year-name broken]  
 Seal impression: Ištar-rīšat

## Sumerian Legal Expressions

munus-nita-dam = *hūrtum* meaning first wife or a wife of equal status to her husband. CAD gives the translation “wife of equal status” but also that of “first wife”. CAD quotes: *šumma awīlum* MUNUS. NITA.DAM-šu *tzib* “If a man divorces his first wife.”<sup>61</sup>

sag-gá-na meaning: “being at the disposal of someone,” Sumerian saġ+an(i)+a, lit. “on her head.” in-na-an-ku<sub>4</sub> = *ušērib* 3<sup>rd</sup> sg. pret. Š form of the infinitive *erēbum* meaning: “to cause someone to enter.”<sup>62</sup>

nam-ibila-šè = *ana aplūtīm* meaning: “heirs.”<sup>63</sup>

<sup>58</sup> IM 183636, see fig. 3–6.

<sup>59</sup> The reading BU-PI seems unlikely to yield a useful meaning. It would be good if we could read dumu-munus géme, but the traces do not support this.

<sup>60</sup> Text ba-ra-e<sub>11</sub>-dè might be written mistakenly written for i-lá-e by dittography.

<sup>61</sup> CAD, H 200; CT 39.45, 9.

<sup>62</sup> MSL 1, 98.

<sup>63</sup> CAD A/2, 177.



Fig. 2 Side view of IM 201688.

ḥé-ib-tuku = *lirši* “should he have, acquire” cf. VS 8.127, 9–12 (Sippar, OB): 10 *ma-ri<sup>d</sup>bu-né-né-a-bi / ù hu-šu-tum li-ir-šu-ú-ma / <sup>md</sup>utu-a-pi-li-ma / a-hu-šu-nu ra-bu-um*, “Should Bunene-abī and Huššutum have ten sons, it is Šamaš-āpili who is (still) their eldest brother.” An alternative translation “in future Sîn-abūšu will take 5 children” leaves more information to be supplied in order to explain the situation.

téš sè-ga-bi = *mithāriš* “equally.”<sup>64</sup>

ì-ba-e = *izuzzū* 3<sup>rd</sup> pl. durative G form of *zāzum* meaning: “to divide up.”<sup>65</sup>

ba-ra-e<sub>11</sub>-dè = *itelli* Gt pres. of *elûm*, meaning “to forfeit,” usually expressed through Sumerian è.d cf. CAD E 125, but see also TMH 10 no. 6 for e<sub>11</sub>.

#### Summary Remarks on the Tablets

Of the two tablets it is text 2 which presents the more difficulties of understanding. Text 2 seems to illustrate the principle of CH §170, the legitimization of children born from a slave-woman by the father.<sup>66</sup> The first damaged 3 lines may have contained a number of PN’s. The first wife, Ištar-rīšat, took a maid (whose name is lost) for her husband Sîn-abūšu together with Ikūn-pī-Ištar and Ištar-lamassī of slave status and they were attached to her as first wife. The husband will regard any future children as heirs to divide his estate equally between them, but will guarantee the heirship of Ikūn-pī-Ištar. If either party of the marriage denies the marriage, they lose the house, the field and all possessions and pay the other party 1/3 mina of silver. One of the witnesses is described as “a citizen of Isin,” although note that the sign SI was written incorrectly in line 33 on the reverse missing a second vertical wedge.

<sup>64</sup> MSL 1, 76–77; téš-a sè-ga-bi in-ba-eš BE 6/2, 23 rev. 5.

<sup>65</sup> MSL 1, 4 has the D-stem form, but it is more likely that the heirs are the subject of the verb here.

<sup>66</sup> Roth 1995: 113–114. Suggestion courtesy S. Démare-Lafont.



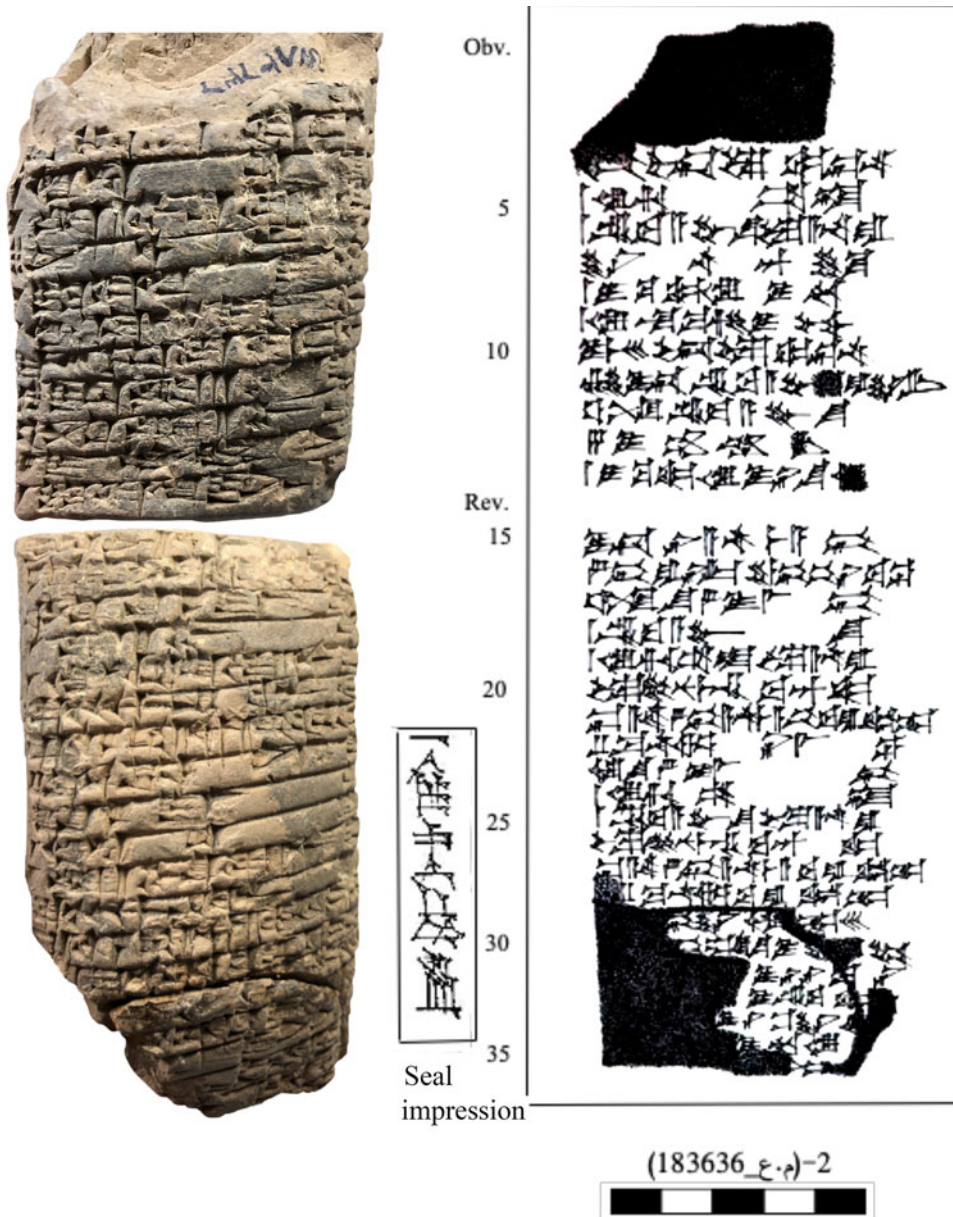


Fig. 3 Photos and Hand-Copy of IM 183636 by Mohannad Kh. J. Al-Shamari.

If we do not understand the verb in Tablet 2 obv. 13, *hé-ib-tuku*, as a precative being used in a conditional sense, it makes it more difficult to understand what is happening in the text. It would be necessary to posit that this contract was not the primary marriage contract between *Sîn-abūšu* and *Ištar-rīšat*. It would have to be second contract whereby *Ištar-rīšat* who probably could not have children provided her husband with a ready-made family of a slave with her 5 slave children to be adopted as heirs by the husband. It is also possible that the female slave given by *Ištar-rīšat* gave birth to 2 children who were counted by their father among his heirs. The 3 remaining children were maybe born to *Ištar-rīšat*, who, for some reason could no longer give birth. Alternatively, depending on the grammatical interpretation of the verb in obv. 13 in the manner of a conditional, a function also fulfilled by the Akkadian precative, the figure “five” is notional. It thus indicates any number of children that *Sîn-abūšu* might have (even as many as five), in



Fig. 4 Photo of Reverse right side of IM 183636.



Fig. 5 Photo of Lower Reverse of IM 183636.

comparison to whom the two children who are adopted as heirs in this document are to be treated equally when it comes to allocating inheritance. Problematic here, of course, is that five is not a particularly large number of children, which one might expect to be meant if the number was being used as an example of a potential that might not be fulfilled during *Sîn-abūšu's* life. However, this should not be seen as too great an obstacle to interpretation given the comparison with VS 8.127 mentioned above, where 10 children are mentioned as the notional figure.

Both tablets are from Isin. It is thus very interesting to note that both tablets give exactly equal treatment to the husband and wife in matters relating to the penalty imposed upon them in case either party decides to divorce the other. This is thus a very different arrangement in the city of Isin during the reign of *Erra-Imittī* to the one we saw above in CT 2.44, 6–11 (*Sippar*), where *Tarām-Sagila* and *Iltani* were having to pay with their lives or their freedom for terminating the relationship with *Warad-Samaš*. Thus it seems that in ancient Iraq there were either different local customs for dealing with the legal consequences of marriage-relations, or there were different practices that were customary in different periods and circumstances. One cannot exclude, however, that the specific legal situation in each of the tablets resulted in the equality of the penalty. Indeed, the fact that the husband in Text 1 stipulates in obv. 6 that sexual intercourse has occurred is of great interest for the question of the criteria for considering that a marriage has taken place in the first place. Here the oath by the name of the king, the statement that the husband has deflowered a virgin woman, and the sharing of property all seem to belong to the conditions which validate the occurrence of marriage. It is, however, not clear that all these conditions needed to be satisfied in all cases of marriage.



Fig. 6 Photo of Reverse left side of IM 183636.

#### Abbreviations

- Ai *Ana ittīšu* = MSL 1  
 BE Babylonian Expedition of the University of Pennsylvania, Series A: Cuneiform Texts  
 CAD The Assyrian Dictionary of the Oriental Institute of the University of Pennsylvania  
 CT Cuneiform Texts from Babylonian Tablets in the British Museum.  
 GAG *Grundriss der Akkadischen Grammatik* = von Soden 1995.  
 IM Iraq Museum  
 MSL *Materialien zum Sumerischen Lexikon*  
 TIM Texts in the Iraq Museum  
 TMH *Texte und Materialien der Frau Professor Hilprecht Collection*  
 UET Ur Excavations, Texts  
 YOS Yale Oriental Series, Babylonian Texts.

#### Bibliography

- Al-A'raji, H. and Fadhil, K. 2016. "al-Usra fi al-Iraq al-Qadeem fi Dhaw' al-Nusoos al-Adabiya" in *Majallat Kulliyat al-Tarbiya, 'Adad Khās bi al-Mu'tamar al-'Alī al-Duwalī al-Tāsī'*. Wasit: Faculty of Education, University of Wasit. Pp. 331–360.  
 Al-Ansary, D. F. 2000. *al-Usra al-Iraqiya al-Qadeema fi dhaw' al-Nusoos al-Mismariya*. Baghdad: Kulliyat al-Adaab, Jami'at Baghdad.  
 Al-Hashimi, R. J. 1971. *Nidham al-A'ila fi al-'ahd al-Babili al-Qadeem*. Baghdad: Dar Al-Andalus.  
 ——— 1985. *Hadharat al-Iraq, al-Qanoon wal Ahwal al-shakhsiya*. Vol II. Baghdad: Hurriya Publications.  
 Aqrawi, Th. S. 1978. *al-Mar'a wa dawruha wa makanatuha fi Hadharat Wadi al-Rafidayn*. Baghdad: Dar Al-Andalus.  
 Beaulieu, P.-A. 2018. *A History of Babylon 2200 BC – AD 75*. Chichester: Wiley-Blackwell.

- Démare-Lafont, S. 2012. "Le Marriage Babylonien – une approche historiographique." *Zeitschrift für Altorientalische und Biblische Rechtsgeschichte* 18: 175–190.
- Driver, G. and Miles, J. C. 1952. *The Babylonian Laws. Part I*. Oxford: Clarendon Press.
- 1955. *The Babylonian Laws. Part II*. Oxford: Clarendon Press.
- Durant, W. 1942. *The Story of Civilisation*. New York: Simon and Schuster.
- Greengus, S. 1969. "The Old Babylonian Marriage Contract." *Journal of the American Oriental Society* 89: 505–532.
- Goddeeris, A. 2016. *The Old Babylonian Legal and Administrative Texts in the Hilprecht Collection Jena*. Wiesbaden: Harrassowitz.
- Halloran, J. A. 2006. *Sumerian Lexicon*. Los Angeles: Logogram Publishing.
- Harris, R. 1974. "The Case of Three Babylonian Marriage Contracts." *Journal of Near Eastern Studies* 33, 363–369.
- Landsberger, B. 1968. "Jungfräulichkeit: Ein Beitrag zum Thema 'Beilager und Eheschliessung'" in J.A. Ankum, R. Feenstra, W.F. Leemans (eds) *Symbolae iuridicae et historicae Martino David dedicatae. Tomus alter. Iura Orientis Antiqui*. Leiden: Brill. Pp. 41–105.
- Moscatti, S. 1957. *Ancient Semitic Civilisations*. London: Elek Books.
- Postgate, J. N. 1992. *Early Mesopotamian Society and Economy at the Dawn of History*. Abingdon: Routledge.
- Roth, M. T. 1995. *Law Collections from Mesopotamia and Asia Minor*. Atlanta: Scholars Press.
- Sigrist, M. and Damerow, P. 2001. *Mesopotamian Year Names*. <https://cdli.ucla.edu/tools/yearnames/yearnames.htm> (last accessed 30.07.2020).
- Stol, M. 1995. "Women in Mesopotamia." *Journal of the Economic and Social History of the Orient* 38/2: 123–144.
- 2012. "Payment of the Old Babylonian Brideprice" in K. Abraham and J. Fleishman (eds) *Looking at the Ancient Near East and the Bible through the Same Eyes. A Tribute to Aaron Skaist*. Bethesda, Maryland: CDL Press. Pp. 131–167.
- Sulaiman, A. 1988. *al-Hayat al-Ijtima'iya wal Khadamat fi al-Azmina al-Tarikiya wal-qadeema*. Vol. I. Baghdad: Hurriya.
- 1993. *al-Iraq fil Tareekh al-Qadeem Vol II*. Mosul: Dar al-Kutub Lil-Tiba'a.
- Veenhof, K. R. 2003. "Fatherhood is a Matter of Opinion" in W. Sallaberger, K. Volk and A. Zgoll (eds) *Literatur, Politik und Recht im Mesopotamien. Festschrift für Claus Wilcke*. Wiesbaden: Harrassowitz. Pp. 313–332.
- Westbrook, R. 1988. *Old Babylonian Marriage Law*. Archiv für Orientforschung Beiheft 23. Horn: Berger und Söhne.
- Westbrook, R. 1995. "A Death in the Family: Codex Eshnunna 17–18 Revisited." *Israel Law Review* 29, 32–42.
- 1998. "The Female Slave" in V.H. Matthews, B.M. Levinson and T.S. Frymer-Kensky (eds) *Gender and Law in the Hebrew Bible and the Ancient Near East*. Journal for the Study of the Old Testament, Supplement Series 262. Sheffield: Sheffield Academic Press. Pp. 214–238.

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عقدي زواج من الحقبة البابلية القديمة

من مدينة إيسن

بقلم: مهند خلف جمين الشمري و مزاحم الجليلي

أثبتت دراستنا ان هذان النصان هما عقدا زواج يعودان الى الحقبة البابلية القديمة وعلى وجه التحديد من مدينة إيسن ( إيشان بحريات ) على بعد ٤٥ كيلومتر عن الناصرية . الصيغة التاريخية التي وردت في اللوح IM 201688 تشير الى اسم سنة غير منشورة سابقا لحكم الملك إيرا - إمتي والذي تولى الحكم سنة ١٨٦٨ ق. م. النص يصف حدثا لم يكن معروفا بالسابق في أيام حكمه ويتعلق بعمل اربعة أسود كبيرة من النحاس كنصب نذري . هناك احتمال ان هذا العمل النذري كان له علاقة بالتحضير لعمليات حربية ناجمة عن التنافس بين مدينتي إيسن و لارسا. الصيغة التاريخية في لوح IM 183636 مخرومة بالكامل لكن قائمة الشهود وصفت ادهم بانه مواطن من إيسن مما يدعم عاندية ذلك اللوح الى تلك المدينة. هذان اللوحان يشكلان إضافة مهمة الى العدد المحدود من النصوص المنشورة لعقود زواج من الحقبة البابلية القديمة وخاصة من مدينة إيسن. اللوحان كتبا بعبارات قانونية مقننة باللغة السومرية ما عدا أسماء العلم. يتعامل اللوحان بطريقة ملفتة للنظر في ما يتعلق بمعاملة كلا الزوجين بصورة متساوية بالنسبة لقيمة التعويضات التي يجب دفعها حين يطلق احدهما الآخر.