

TWO MARRIAGE DOCUMENTS FROM KÜLTEPE

Klaas R. VEENHOF

Among the many Kültepe texts he studied, the relatively few documents dealing with marriage enjoyed Professor Bilgiç's special interest. In 1951 he published an article entitled "Die originellen Seiten im Eherecht der vorhethitischen Bevölkerung Anatoliens" (Bilgiç 1951) and from among the many new texts published in *AKT I*, he selected the marriage contracts, nos. 76 and 77. as subject for a paper delivered at the Tenth Türk Tarih Congress of 1986 (see Bilgiç 1990). One of the reasons, as the title of the article of 1951 indicates, no doubt was that marriage documents involving persons with Anatolian names reveal basic features of the legal customs of the early population of his country, Turkey¹. But he was equally interested in the relations between Anatolians and Assyrian traders, to which not only economic records bear witness, but also documents bearing on intermarriage between them. Since I share this interest², it seems appropriate, in a volume in his memory, to publish two new marriage documents identified among the tablets excavated in *kārum* Kanish in 1991, the publication of which was kindly entrusted to me by Professor Tahsin Özgüç.

Writing in 1996, the situation is rather different from that of 1951, when Professor Bilgiç wrote his pioneering study. There has

-
1. The same concern is detectable in his book *Die einheimische Appellativa der kappadokischen Texte und ihre Bedeutung für die anatolischen Sprachen* (Ankara 1954) and in his study "Die Ortsnamen der "kappadokischen Urkunden" im Rahmen der alten Sprachen Anatoliens". *AfO* 15 (1946-1951) 1-37.
 2. See Veenhof 1982, esp. 150ff. on intermarriage.

been a modest but steady increase in the number of sources dealing with marriage - contracts, judicial records, letters - and this has resulted in a series of articles, ranging from Julius Lewy's contribution of 1957 to that by Renate Rems of 1996 (see the bibliography below). In addition, there exists an unpublished MA thesis by Karen Jensen from Kopenhagen on the subject.

The two documents published here are quite different from each other. The first (1a=kt 91/k 132), is a marriage contract between two Assyrians, Ilī-bāni and the woman Tatāja, daughter of Šallim-Ištar. The second (2=kt 91/k 158, with the fragmentary envelope kt 91/k 240), is the record of a divorce between the Assyrian trader Puzur-Ištar and Ḫuna, daughter of Pilahāja and Alājagā, her (Anatolian) mother. The archival context of both records is not very clear. According to information kindly supplied by Professor Özgüç, the group of texts numbered kt 91/k 112-246 was found close to the main archive of 1991 (kt 91/k 285 ff., that of Elamma, son of Idī-Suen), as "Streufunde" and not as a coherent group. While the divorce contract is an isolated document, the marriage contract can be linked prosopographically with a few other texts, two of which (1b=kt 91/k 200 and 1c=kt 91/k 127) are published here, because they may shed some light on the background of the marriage transaction.

1. The marriage contract kt 91/k 132 and related texts

1a. kt 91/k 132 (1-23-91); tablet in unopened case)

Obv. 1 KIŠIB Ib-ni-li DUMU A-¹al-DÜG¹
seal impression A
 KIŠIB A-šür-i-mì-tí¹ DUMU¹ I-dí-We-er
 KIŠIB Du-du DUMU A-šür-DÜG
 KIŠIB En-um-A-šür DUMU Na-ra-¹am-ZU¹
 5 KIŠIB Puzur₄-A-šür DUMU A-šür-i-dí
 KIŠIB DINGIR-ba-ni DUMU A-šür-i-mì-tí
seal impression B
 KIŠIB Ta-ta-a DUMU.MÍ Ša-lim-Istar

- Lo.E. *seal impression C (upside down)*
 Rev. DINGIR-ba-ni a-ša-sú
seal impression D
 Ta-ta-a šu-ma ú-lá-ma-an-/ši
 10 ú-lá e-zi-ib-ši
 1/2 ma-na KÚ.BABBAR DINGIR-ba-ni
 a-na Ta-ta-a i-ša-qal
 šu-ma ší-it ší-lá-tám
seal impression E
 ta-ar-tí-ši ma-a
 15 e-ta-mar-ši
seal impression
 ú-lá <<té>> té-zi-ib-šu
 1/2 ma-na KÚ.BABBAR
 L.E. Ta-¹ta-a¹ a-na DINGIR-ba-ni
 ta-ša-qal Šál-lim-Ištar
 20 ki-ma Ta-ta-a i-zi-iz

Seal impression A: inscription: KIŠIB DINGIR-ba-[ni]

¹ Seal of Ibnīli, son of Al-ṭāb, ² seal of Aššur-imitī, son of Iddin-Wer, ³ seal of Dudu, son of Aššur-ṭāb, ⁴ seal of Ennum-Aššur, son of Narām-Suen, ⁵ seal of Puzur-Aššur, son of Aššur-idī, ⁶ seal of Ilī-bāni, son of Aššur-imitī, ⁷ seal of Tatāja, daughter of Šallim-Ištar.

⁸ Ilī-bani, whose wife is Tatāja, if he maltreats her ¹⁰he shall not divorce her, (but) Ilī-bani shall pay to Tatāja 1/2 mina of silver. ¹³ Should she commit an offense ¹⁵ and he moreover see her (doing it) - she shall(!) not divorce him, ¹⁸ (but) Tatāja shall pay 1/2 mina of silver to Ilī-bāni. ¹⁹ Šallim-Ištar represented Tatāja.

Notes

6. The envelope bears Tatāja's seal impression, but also mentions (lines 19f.) that her father Šallim-Ištar represented her in this legal action. He must have used her seal, an impression of which (alongside that of her husband) was necessary as proof that she accepted the liabilities expressed by the clauses of lines 13-19.

In text **1b**: 23 f. her father also represents her and she is involved because the contract obliges her husband (who was her father's guarantor) to prevent her seizure by the creditors of her (defaulting) father. There are more examples of male persons representing woman in similar situations. In the marriage contract CCT 5, 16a: 15f. the wife is represented by a certain Kukusānum (a male relative?); in the divorce agreement ICK 1, 32:7ff. the mother and brothers of the wife to be divorced "assisted her" (*iššahatiša izzizūma*).

9-16. The interpretation of these lines is difficult. In lines 9f. we have twice a verb in the present tense and one could take *ezzibši* in line 10 as the beginning of the apodosis: "(If he maltreats her) he shall not divorce her". In lines 13-16, however, all verbal forms are in the perfect tense, depend on *šumma* (the apodosis starts in line 17 with the verbal form *tasaqqal*) and hence must all be part of the apodosis ("If she commits an offense... and she does not divorce him"). If, as is likely, the structure of lines 9f. and 13ff. is similar, *ulā ezzibši* in line 10 must also belong to the protasis ("If he maltreats her without divorcing her"), but the resulting clauses raise problems of legal interpretation. An additional problem is that Old Assyrian *ulā* is used as equivalent both of the negation *lā* and of the particle *ul*, "or" (cf. *GKT* § 104a and 105c).

1b. kt 91/k 200 (1-91-91; 56x53x19 mm.)

Obv.	1	1/3 ma-na 5 GÍN KÙ.BABBAR
		hu-bu-lam ša nu-a-e
		ša Ša-lim-Ištar
	5	ú-ta-mì-ú-ma
		iš-tù li-mì-im
		Ma-ši-ì-lí
		a-na hu-bu! (IM)-li-im
		su-a-tí / DINGIR-ba-ni
	10	i-za-az šu-ma
Lo.E.		nu-a-ú Ta-ta-a
Rev.		a-ša-sú i-ša-áb-tù
		DINGIR-ba-ni
		ú-ba-áb-ší

- 15 Ib-ni-li DUMU A-al-DÛG
 A-šur-i-mì-tí DUMU I-dí-We-/er
 Du-du-ú DUMU A-šur-DÛG
 En-nam-A-šur DUMUNa-ra-am/ZU
 Puzur₄-A-šur DUMU A-šur-i-/dí
- 20 ma-ah-ri-šu-nu
 ni-iš a-lim^a it-mu-ú
 a-wa-tù-šu gám-ra
- U.E. Ša-lim!(WA)-Ištar ki-ma
 Le.E. me-er-i-tí-šu DINGIR-ba-ni
 ki-ma ra-mì-ni-šu

“25 shekels of silver, (is) the debt to the native Anatolians, about which Šallim-Ištar made Ilī-bāni swear the following oath by the dagger of Aššur: ⁶ “From the year-eponymy of Maši-ilī Ilī-bāni will be responsible for that debt. ¹⁰ Should the native Anatolians seize his wife Tatāja, Ilī-bāni will clear her”. ¹⁵ Ibnī-ilī, son of Al-ṭāb, Aššur-imittī, son of Idī-Wer, Tutū, son of Aššur-ṭāb, Ennam-Aššur, son of Narām-Suen, Puzur-Aššur, son of Aššur-idi-²⁰ in their presence they swore the oath by the City.²² His case is settled.²³ Šallim-Ištar representing his daughter, Ilī-bani acting for himself.”

Notes

2. *hubul PN* can mean “the debt owed by PN” and “the debt owed to PN”. The latter is the case here, because the *Anatolians* of line 2, according to lines 11f. might take the debtor’s daughter as distress or pledge. The same is probably the case in text 2: 15f., where “the tablet of the debt of her father” acquired by his daughter, is an asset in the divorce settlement.

15-20. The five witnesses are identical to those of text 1a, which suggests that both contracts are very close in time, perhaps even from the same day.

21. “They swore”, that is Ilī-bāni and his father-in-law, the latter not only because a debt of his is involved, but also because he

represents his daughter, $\text{II}\bar{\text{i}}\text{-b}\bar{\text{a}}\text{n}\bar{\text{i}}$'s wife. $\text{II}\bar{\text{i}}\text{-b}\bar{\text{a}}\text{n}\bar{\text{i}}$'s oath must have had a double content, a) his readiness to assume responsibility for the debt of his father-in-law, and b) his promise to protect his (recently married?) wife against her father's creditors by "clearing her", that is by taking over her liability.

22. The singular suffix "his (case)", if not an ancient scribal mistake, is surprising, since we might have expected "their (case)", i.e. of father-in-law and son-in-law. It is difficult to make out to whom "his" refers, to $\check{\text{S}}\text{allim-a}\check{\text{s}}\check{\text{s}}\text{ur}$, who was able to shift the responsibility for his debt to his son-in-law, or to $\text{II}\bar{\text{i}}\text{-b}\bar{\text{a}}\text{n}\bar{\text{i}}$ who had to accept his liability. See below under "interpretation".

1c. kt 91/k 127 (1-18-91; damaged envelope with complete tablet)

envelope

Obv.

seal impression A

- 1 KĪŠIB E-na-Sú-en DUMU En-nam-A-šur
 KĪŠIB I-šar-A-sur DUMU I-na-ah-ì-/lí
 KĪŠIB DINGIR-ba-ni DUMU A-šur-i-/mì-tí
 1/3 ma-na 6 GÍN KÙ.BABBAR ša i-šé-er
 5 [Š]a-lim-Ištar | DAM.GÀR i-šu-ú-/ma
 [DINGIR]-ba-ni qá-ta-tù-ni
 [KÙ.BABBAR¹ ú ší-ba-sú DINGIR-ba-ni
 [ša-b]ú šu-ma | DAM.G[ÀR]

(lacuna)

- Rev. 1' KÙ.BABBAR ša hu-bu-¹ul¹ [Šallim-Ištar]
 ša DINGIR-ba-ni qá-ta-tù-ni
 ša e-li-a-ni
 sá-ar

tablet

Obv.

- 1 1/3 ma-na 6 GÍN KÙ.BABBAR
 ša i-šé-er
 Ša-lim-Ištar DAM.GÀR
 i-šu-ú-ma DINGIR-ba-ni
 5 qá-ta-tù-ni

KÙ.BABBAR ú ší-ba-sú
 DINGIR-ba-ni ša-bu
 šu-ma-DAM.GĀR
 a-na Ša-lim-Ištar
 10 i-tù-ar DINGIR-ba-ni
 LoE. ú-ba-áb-šu
 DUB-pu-um ša
 Rev. 1/3 ma-na 6 GÍN
 KÙ.BABBAR ša hu-bu-ul
 15 Ša-lim-Ištar sa DINGIR-ba-ni
 qá-ta-tù-ni (*erased* DUB)
 ša e-li-a-ni
 sá-ar IGI E-na-Sú-/en
 DUMU En-nam-A-šur
 20 IGI I-šar-A-šur
 DUMU A-na-ah-ì-lí

“⁴As for the 26 shekels of silver, which Šallim-Ištar owes to the creditor and for which Ilī-bāni is guarantor, ⁶Ilī-bāni has been satisfied with the silver and the interest on it. ⁸If the creditor comes back on Šallim-Ištar Ilī-bāni will clear him. ¹²The tablet concerning 26 shekels of silver, being the debt of Šallim-Ištar for which Ilī-bāni is guarantor, ¹⁷which turns up is invalid. ¹⁸In the presence of Enna-Suen, son of Ennam-Aššur, of Išar-Aššur, son of Anah-ilī.”

Notes

1. The 26 shekels of silver most probably are the same debt as the 25 shekels of text **1b**, and the general statement “I. will be responsible for (*izzaz ana*) this debt” (**b**: 8-10) must refer to the situation described in text **1c**: 4f., 15f. with the words “I. is guarantor”.

Interpretation

Text **a** is a peculiar contract, difficult to understand. Since the usual marriage formula with the key verb *ahāzum*, “to marry” - in

OA usually “man woman *ēhuz*”; rarely, with foregrounded object, “woman man *ēhuz(zi)*”, e.g. I 490:1-4 and CCT 5, 16a:1-3 - is missing, we may even ask whether it really is a marriage contract. It is difficult to take lines 8-9a as a constitutive nominal sentence, “I, his wife (now) is T.” (as deeds of adoption may start with “A. is (now) the son of B.”), hence as a substitute for the “*ēhuz* clause”. In that case *aššassu*, “his wife”, as predicate, should have followed the subject instead of preceding it. Therefore I take *aššassu T.* as an appositional descriptive sentence, “whose wife is T.”, which mentions an existing married state (which may go back to an earlier, perhaps oral, marriage contract) as the point of departure for the following clauses. This interpretation is supported by the wording of an unpublished deed of divorce, kt 89/k 345 (courtesy Y. Kawasaki). It starts with ⁵*L. mu-sú* (sic. for *-sà*)⁶ *ša A.*, ⁷*A. ʔtezibši*, “L., the husband of A., he has now divorced A.”, where *mussa! ša A.* is also an appositional qualification, referring to the existing married state which now ends by divorce.

The misbehaviour of the husband is *lammunum*, “maltreating” his wife, a rather general verb, fairly common when used with *libbam* as object, “to hurt, annoy”, but not attested elsewhere in OA with a personal object. It occurs in Middle Assyrian (KAJ 2:8) to describe a man’s treatment of an adopted girl: “He shall not treat her in a bad and disgraceful way (*lā ulamman[šī] lā umass[a]kšī*³), but as a daughter of free Assyrian descent, he shall give her to a husband and receive the bridal payment for her”. “Bad treatment” here may imply humiliation and the refusal to marry the girl off formally and honorably. Other implications are equally possible, e.g. sexual neglect, probably referred to in the Code of Hammurabi § 142: 71f. (*šumṭūm*), or lack of attention, care or sustenance. In the contract *EL* no.1:13f. the failure of the husband “to take notice of” (*da tam ša’ālum*) his newly wed wife within two months is a reason for divorce, while the *kārum* verdict published as Bayram-Çeçen 1995; 11 no.5:11ff. obliges the husband to provide for his wife

3. Reading and translation of *CAD M/1*, 322, 2.

during his absence (food, oil and fire-wood every month, a garment once a year). *Lammunum* may also refer to physical maltreatment and be a synonym of *lamniš epāšum*, “to treat badly”. This expression is used in LB 1218:11f. of the the way a debt-slave might be treated by his creditor/owner⁴, a treatment which earns him his freedom. The unpublished marriage contract kt v/k 147b (courtesy V. Donbaz) considers the possibility of each partner divorcing (*ezābum*) the other. While the wife might simply divorce her husband, he might divorce her *lamniš*, “in a bad, evil way”, but the penalty for both is the same, 2 minas of silver. Perhaps “in an evil way” refers to a divorce without monetary compensation (dowry, divorce settlement), in an attempt to get rid of her cheaply (as in the Old Babylonian record CT 45, 86), or to a divorce caused by maltreatment. In our contract “maltreatment” earns the husband a substantial fine.

The nature of the misbehaviour of the wife is also not clear, because *šillatum* (henceforth *s.*) is a rather general term, used both in commercial and in family contexts, for which *CAD Š/2 sub voce* gives the meanings “untoward words, insolence, offense, misdeed”. *CAD* quotes various cases where a verbal offense is meant (“blasphemy, insult, insolence”), but the noun is not used with *verba dicendi* in Old Assyrian. We have three occurrences where *š.* is combined with the noun *b/pas/s/zum*, which *CAD* derives from the verb *baza’um*, translated by “to make undue demands”, hence again a verbal offense. This derivation and translation, however, are doubtful because of the spelling *BA-ZU-um* (nominative) in the new reference kt u/k 4:9 (quoted *CAD Š/2*, 446b), which excludes an interpretation as an infinitive or verbal noun (unless one derives it from the D-stem, which is rather unlikely alongside other two occurrences, spelled *BA-ZA-am/ša*, which then should be considered G-stems). The verbs used with *s.* in OA are very general (*išū*, *ibašši*, *rašā’um*, *wabālum*) while the expression *ana/ašar šillitim tadānum/nadā’um* is equally vague, but in our contract the

4. Published by the present writer in *Festschrift Lubor Matouš II* (Budapest 1978) 292.

act of *sillatum* at least is visible to the husband. There are a few occurrences of the noun which shed some light on its general meaning. The writer of the letter KTS 15:30ff. asserts his respect for and loyalty towards the important trader Imdilum, stating that he has served him and was never guilty of *BA-ZU-um* and *s.* In AAA 1 p.53, no.1, the lady Tarismatum writes to Enlilbani about "our bride-in-spe" (*kallitini*, rev. 10') who, following Enlilbani's instructions, had to live in her house: "Since you left there has never occurred any *BA-ZU-um* and *s.* on her part. But now, since eight months, she refuses to live (?) with me. She quarrels and keeps going to her father's house at night and I keep hearing bad things about her, but she refuses to listen to what I say"⁵. In ICK 1, 27b, a girl acquired as debt-slave may be sold by her mistress where she wishes (hence becomes a chattel slave) *summa arnam*¹⁸ *u sillatam teppas(a)*, "if she commits a censurable offense (against her)"¹⁶. This shows that a *s.* could be something serious, which is confirmed by kt 91/k 139:31: *ana sillatika dikka adian*, "I will bring you to trial for your misdeeds!". Most informative is the occurrence in the unpubl. marriage contract kt d/k 29 (tablet), where the Anatolian *amtum*-wife of an Assyrian, if she commits *s.*, has to leave his house⁷. While it remains unclear what exactly the fault of the wife was, it was serious enough to earn her a divorce or, less formal, a dismissal. This makes it remarkable that in our contract committing a *s.*, witnessed by the husband, is not followed by a divorce.

As mentioned above, the interpretation of lines 9-16 poses problems and we noted that *ula* could be rendered both as "not" and as "or". Taking the verbal forms of lines 10 and 16 as

-
5. *kima tus' <u>ni* 15' *matima BA-ZA-sa u sillassa ula* 16' *ibsi anni istu* ITI.8.KAM 17' *istia wa[sabam? l]a tamuwa* 18' *tustessama ana bet abisa* 19' *tattanallakma* 20' *la damqatim astanammesima* 21' *awiti sama'am ula tamuwa*.
 6. The spelling *té-pá-sa* is a mistake either for *teppas* (note the spelling *ta-sa-qū-ul* in line 3 for *tasqul*) or for *tepassi*, "she commits (a s.) against her" (not the spelling *ta-da-sa* in line 16 for *taddassi*, "she will sell her").
 7. *summa sillatam tarsi..... tussi*.

belonging to the protases and *ula* as negation, we obtain clauses which state that misbehaviour not followed by divorce will be punished by a fine. While this is perhaps conceivable in the case of maltreatment of the wife by the husband (though this might have earned her the right to institute a divorce), it is highly unlikely with the wife committing a misdeed (of whatever nature) in the presence of her husband. Moreover, in that case we would expect the wronged husband to be the one to institute a divorce ("but *he* does not divorce her"), and not the other way around. From a legal point of view the interpretation of the clauses starting from the negation *ula* therefore is highly unlikely.

If we take *ula* as "or", the protases would mention two alternative ways of getting rid of one's partner, by misbehaviour and by means of a formal divorce. This distinction, however, is not so obvious, since the misbehaviour might very well lead to and provide a valid ground for a divorce. Perhaps the distinction meant is between a defensible (for reasons of misbehaviour) and a groundless divorce, or between an attempt to get rid of one's partner by force of action and by means of a formal divorce. Another problem is that the person guilty of misbehaviour is also the one to institute a divorce ("If he maltreats her or divorces her"), while we would rather expect the victim to be entitled to obtain a divorce. This obtains in particular if the wife commits a misdeed, and that under the nose of her husband, which should make him divorce her and not the other way around. We have to conclude that, while it is possible to distinguish two alternatives, their legal meaning is problematic.

The clauses under discussion are asyndetic. The absence of a connective *-ma* after the verbal form of lines 9 is no problem if we take *ula* as "or", but it almost forbids the translation "If he maltreats her *and/but* does not divorce her" (similarly in line 15). The absence of *-ma*, however, would be normal if lines 10 and 16 were the beginning of the apodosis ("If he maltreats her he shall not divorce her"). As we have seen this is possible for line 10, since

both the protasis and the apodosis use the present tense. In this interpretation both the syntax and the meaning are clear and I am therefore tempted to emend the verbal form of line 16, by considering the second $D\bar{I}=t\acute{e}$ a mistake, probably suggested by the two preceding perfect forms. Read thus the clauses, which remain remarkable, would state that serious and perhaps intentional ("her husband sees it!") misbehaviour shall not be reason for a divorce. It has to be punished by a rather heavy fine, but the married state has to continue. There must have been special reasons for this remarkable arrangement and here texts **1b** and **1c** are interesting. They reveal that there existed legal and financial links between both families and the question is whether the unique features of contract **1a** are in some way conditioned by these links.

Texts **1b** and **1c** are clearly related and reveal that the responsibility assumed by Ilibani according to text **1b** in due time had forced him to pay his father-in-law's debts, whereby he had become the latter's creditor. The interest mentioned in line 6 may have been due to the original creditor or to Iībāni, if some time had elapsed before he was paid back by his father-in-law. The quittance, text **1c**, states that the Iī-bāni's claim is annulled, but adds that he has to protect his father-in-law against possible claims by a (or: the original) creditor, Lines 13ff. reveal the reason for the existence of this quittance: The original debt-note of Šallim-Ištar, in which Iī-bāni was incised as guarantor⁸, was not available, perhaps because it had not been turned over to Ili-bani when he had paid Šallim-Aššur's debts. In general quittances were not common in the Old Assyrian trade, because payments connected with the trade were either cash or in kind or by means of book transfers. When credit had been granted or loans extended on the basis of sealed bonds, payment resulted in returning ("yielding", *šēsu'um*) the sealed debt-note to the debtor. When this was impossible

8. There are several examples of debt-notes where a person may appear both as guarantor and as co-debtor, see my observations in *Jaarbericht Ex Oriente Lux* 28 (1983-4) 20 with footnote 19.

(because debt-note or creditor was unavailable), the one who paid received a “tablet of satisfaction” (*tuppum ša šabā’e*), sealed by the recipient of the payment (frequently a relative, partner or agent of the creditor), which in due time could be exchanged for the original debt-note, whereupon, as some contracts state, “both these tablets will die”. Ilī-bāni may have received such a quittance (instead of Šallim-Ištar’s original debt-note) which would have enabled him to “clear” (*ebbubum*, line 11) his father-in-law when necessary. Our contract **1c**, duly sealed by Ilī-bāni (and two witnesses), must have become the property of Šallim-Aššur in order to protect him against future claims both of Ilī-bāni and of his original creditor.

What was the chronological and material relationship between these three contracts which are not dated? Above, I concluded that **1a** was not a normal marriage contract, but rather an agreement reached after or in connection with the marriage, with the aim of preventing by all means a divorce between the partners. Such an arrangement would be understandable in the light of texts **1b** and **1c**, which reveal the existence of financial links between the father of the bride and his son-in-law. The former, which records an oath by Ilībani that he will protect his wife against seizure by creditors, first refers to a presumably earlier promise (see below), that Ilībāni would accept responsibility for the debts of his father-in-law. It must have been drawn up around the same time, perhaps on the same day as contract **1a**, because the five witnesses are identical (which is noteworthy in a society of travelling merchants). The link between **1a** and **1b** could be that Ilībani’s promise to accept responsibility for his father-in-law’s debts was the result of or had been stipulated in connection with his marriage with the latter’s daughter. A divorce would cancel this promise and hence had to be prevented by all means, for which purpose contract **1a** was drawn up. Having averted that threat Šallim-Ištar now made sure (perhaps on the same day) that his son-in-law would not dodge his responsibility by yielding his wife as a pledge or distress to the creditors, which resulted in contract **1b**. Text **1c**, finally, reveals that Ilībani actually met his liability as guarantor and at some time

had paid Šallim-Ištar's debts, but was duly paid back somewhat later (there is question of interest) by the latter.

That Šallim-Ištar in contracts **1a** and **1b**, even after her marriage acted as legal representative of his daughter is remarkable and is proof of a lasting relationship. Perhaps his son-in-law upon marrying his daughter had joined Šallim-Ištar's household. This would make a divorce even more serious and make the financial relations between father-in-law and son-in-law even more understandable, but I cannot find proof for this suggestion

We note that text **1b** is the record of an oath sworn by *Ilī-bāni*, not simply in the context of his marriage, but in the course of a private summons before witnesses, arranged in order to resolve a case, an affair (*awātum*). Line 22 states: "his case is settled", and since the father-in-law is the one to benefit from the arrangement, I assume that "his (case)" refers to him. Since the contract does not tell us anything about the background of this "affair", we can only speculate. *Ilī-bāni* may have acquired his wife by joining the household of Šallim-Aššur (who may not have had sons of his own and even may not have asked for a bridal payment) as son-in-law and prospective heir, perhaps on the basis of an agreement about sharing property and debts (according to the rule formulated in *EL* no.8:10f.). This situation could explain why Šallim-Ištar, even after his daughter's marriage, according to the final lines of **1a** and **1b**, acted as his daughter's legal representative, and perhaps also why his daughter, after her marriage, still could be seized for her father's debts⁹. When Šallim-Aššur was pressed by his Anatolian creditors, *Ilī-bāni* may have proved unwilling to pay, which may have created the risk of *Tatāja*, as (only?) female member of the household, being seized as pledge or distress. That may have prompted *Ilī-bāni*'s father-in-law to take private legal action (text

9. In normal circumstances a married daughter, no longer a member of her father's household, could not be seized by the creditors for her father's debts, just like, according to § 151 of Codex Hammurabi, a married wife could not be seized for debts her husband had contracted before the marriage.

1b) in order to secure the oral promise of his son-in-law by means of an oath before and to make sure that the latter would not dodge his responsibility by yielding his wife to the creditor(s).

How to explain text **1c** against this background? One might deny any relationship between texts **1b** and **1c**, since the amount of silver is different (26 versus 25 shekels), the legal status of *Ībāni* is defined in **1c** as “guarantor”, a term not used in text **1b**, and because the creditors of whom Šallim-Aššur is afraid are not called “native Anatolians” (*nuā’ū*) as in **1b**, but simply *tamkārum*. Moreover, texts **1b** and **1c** share no witnesses. Still, these are minor differences and we cannot be blind for the links between **1b** and **1c**. The debt is almost identical (perhaps we have to assume a scribal error) and being a guarantor implies the obligation to pay for the defaulting debtor, a duty which can be rendered by the expression “to be responsible for” (*izzum ana*)¹⁰. That *Ībāni* (eventually) is paid back the silver plus interest is not surprising, since the general rule was that a guarantor paying for a debtor enjoyed right of regress and had to be reimbursed, if necessary with the help of the Assyrian authorities¹¹.

Text **1c** is basically a quittance, recording that *Ībāni* has received back what he had paid as guarantor. Lines 12ff. speak of a debt-note of Šallim-Aššur in which *Ībāni* figures as guarantor. Could this be the debt mentioned in **1b**: 1ff., for which *Ībāni* is forced to accept responsibility? Text **1b** has a peculiar structure with a double mention of an oath, first in a relative sentence (lines 3-5), then in a main clause. Since this record is the result of legal action it might well be the confirmation of an *earlier* oath (lines 6-10), “which Š. had made I. swear by the dagger of Assur” (lines

10. Cf. the use of *izzum ana* meaning “to accept responsibility for, haften für”, in the last will ICK 1, 26b:26f.: “all my sons *ana hubullia izzazū*”. Note also the use of this expression with a personal dative suffix referring the person who benefits from it in TC 3, 259:11: “if anybody comes back on A., *ana 5 mana kaspim E. izzassum*”. See now also TPK 1, 169:10f.: *ana kaspim u šibtišu tazazam*.

11. See my observations in *Chicago Kent Law Review* 70 (1995) 1722-4 § A.

3-5), then in a main clause. Since this record is the result of legal action it might well be the confirmation of an *earlier* oath (lines 6-10), “which Š. had made I. swear by the dagger of Assur” (lines 3-5), whose implications are now made more explicit by adding lines 10b-14 and recording them in writing before witnesses. As mentioned before, this must have happened at the same time the contract 1a was drawn up. The new oath stated that Ilibani is not allowed to dodge his duty of paying by delivering his (newly wed?) wife to the creditors. Lines 1ff. of text 1b then must deal with an already existing debt of Š. for which Ilibani, as his (recent?) son-in-law, assumes responsibility from a particular date (the eponymy-year of Maši-ilī). If this is true, the original debt-note of Š. cannot yet have mentioned Ilibāni as guarantor and hence cannot have been the debt-note referred to in text 1c: 12-16, which mentions him as such. This final debt-note is the one which Ilibani should have acquired when he paid his father-in-law’s debts and which, for reasons not stated, was not available when text 1c dawn up. Text 1c, recording that Ilibani had ben paid back, now establishes that this debt-note –a potential threat to debtor and guarantor-, was not longer valid¹².

Reconstructing the relationship between texts 1a-c is not easy, since there are many uncertainties in these laconic sources, not written to inform us about the details of a complicated family and business relationship. Still, it seems likely that the (new?) status of Ilibani as son-in-law and perhaps member of the household of his father-in-law helps to explain the nature and existence of these records. The agreement of text 1a, which aims at preventing a divorce, becomes understandable in the light of the legal

12. One could argue that a witnessed deposition that a debt-note is invalid should not be issued by the debtor but by the creditor, who had been paid back, but was unable to return the bond in question. The creditor mentioned anonymously in text 1c does not seem to have issued this record or to have been a party in the proceedings. This leaves the possibility open that Ilibāni after all had obtained the bond from the creditor, but had lost it or failed to give it back to his father-in-law. The latter now has this deposition drawn up, duly sealed by Ilibani to acknowledge that he had been paid back and will protect his father-in-law against future claims.

arrangements recorded in texts 1b and 1c. All records seem to owe their existence to the initiative of Šallim-Ištar, who tried to use the availability and resources of his (new) son-in-law to secure his own material benefit, without at the same time endangering Tatāja, his daughter (and heir?), Ilībāni's (new) wife. That these arrangements were rooted in what had been agreed upon when the marriage was concluded is possible but difficult to prove.

2. The divorce agreement kt 91/k 240 (envelope) and kt 91/k 158 (tablet)

Envelope: kt 91/k 240 (1-31-91; three fragments one side only)

(*impression of cylinder seal*)

- 1' [ú] Hu-na | a-na mu-tí | li-[bi₄-ša]
 ta-lá-ak | mì-ma | tù-šé-r[i-bu]
 tù-šé-ší lu ú-nu-tám lu 16 1/2 GÍN
 [KÛ.BABBAR]
 ša a-na nu-a-im | iš-qú-lu
- 5' 2 GÍN KÛ.BABBAR | [ú-r]a-dí-ší-ma [lu DUB]
 ša hu-bu-ul [a-bi¹-ša | ta-[al-qé]
 lu mì-ma a-bu-ša | šál-tám h[a-bu-lu]
 e-zi-ib-tí-[š]a | a-na H[u-na]
 ú um-mì-ša [Puzur₄-Ištar i-dí-in]
- 10' a-na [

Tablet: kt 91/k 158 (1-49-91; 59x51x14 mm.)

- Obv. 1 Puzur₄-Ištar ú Hu-na
 a-ša-sú DUMU.MÍ Pí-la-ha-a-a
 ú A-la-a-a-ga-a | um-ma-áš-nu
 iš-bu-tù-ni-a-tí-ma | ni-iš
- 5 a-lim^b ú ru-ba-im it-mu-ú-/ma
 Puzur₄-Ištar a-ša-at
 li-bi₄-šu | e-ha-az
 ú Hu-na | a-na mu-tí
 li-bi₄-sa | ta-lá-ak
- 10 mì-ma tù-šé-ri-bu
 tù-šé-ší | lu ú-nu-tám
 lu 16 1/2 GÍN KÛ.BABBAR

		ša a-na nu-a-im iš-qú-lu
Lo.E.		2 GÍN KÙ.BABBAR ú-ra-dí-ší-ma
Rev.	15	lu ʔup-pá-am ša hu-bu-ul a-bi-ša ta-al-qé lu mì-ma a-bu-ša šál-tám ha-bu-lu kà-bu-ús-ma mì-ma a-ni-im a-na e-zi-ib-tí-/ša
	20	Puzur ₄ -Ištar a-na Hu-na ú um-mì-ša i-dí-in a-na mì-ma šu-um-šu a-na Puzur ₄ -Ištar lá i-tù-ru ú Puzur ₄ -Ištar šu-nu-tí
	25	a-na mì-ma šu-um-šu ú-lá i-tù-ar-šu-nu-tí IGI A-šùr-i-mì-tí IGI Ma-nu-ki-A-šùr
U.E.		IGI En-um-A-šùr
L.E.	30	IGI Šu-Be-lim IGI Tù-ta-a

⁴¹Puzur-Ištar and Huna, his wife, daughter of Pilahāja, and Alajāgā, their mother, ⁴took us (as witnesses/arbitrators) and they swore the oath by the city and the ruler to the effect that ⁶Puzur-Ištar will marry the wife of his choice and Huna will go to the husband of her choice.

¹⁰Whatever she brought into (the house) she has taken out. As well the furniture¹² as the 16 1/2 shekels of silver which he had paid to the native Anatolian¹⁴-he added for her 2 shekels of silver and after both the tablet of the debt of her father (which) she acquired¹⁷ and whatever her father owes in cash had been balanced (waived)-¹⁹ all this Puzur-Ištar gave to Huna and her mother as divorce settlement.

²²They will not come back on Puzur-Ištar for anything whatsoever ²⁴and neither will Puzur-Ištar come back on them for anything whatsoever.

²⁷In the presence of Aššur-imittī, of Mannu-kī-Aššur, of Ennum-Aššur, of Šū-Bēlum, of Tutāja.”

Notes

1-4, 27-30. The text is not a simple witnessed contract, but a deposition by witnesses (listed in lines 27ff.) about what was agreed by the parties who had “seized” them (1.4). The persons seized presumably were more than (silent) witnesses and may have been called in to assist in working out a fair divorce agreement. They may have acted as arbitrators, though they are not designated as such (*dajjānū*) and their activity is not explicitly described as “we settled their case” (*awātišunu nugammir*)¹³.

1. Puzur-Istar is a very common OAss. name, attested with at least thirty different patronymics, none of which can be linked with a lady Huna. For lack of patronymics in our text we cannot identify him.

2. Several persons with the name Pilahāja are known from the Kültepe texts, but none can be identified with our man or linked with his wife and daughter mentioned here.

3. “Their (mother)” can only refer to the couple to be divorced. Since Mrs. Alajaḡā is the mother of the wife (see line 21; her husband Pilahāja must be dead, cf. lines 15f.), “mother” here also means “mother-in-law”. It may indicate that all three lived together in one household.

4f. The oath sworn at the very beginning of the proceedings (linked with the “seizure” of the arbitrators by means of enclitic *-ma*) and duly recorded in the deposition, probably was the sworn promise of the parties to accept the solution to be proposed by the arbitrators. It includes a final promise “not to come back on anything”. In the divorce contract ICK 1, 32 (see Lewy 1957, 3ff.), a single oath immediately precedes the final promise “not to come

13. See for their role in such confrontations my remarks in *Bulletin of the Middle Eastern Culture Center in Japan* 5 (Wiesbaden 1991) 448f.

back on anything” (lines 10-17). The divorce record *EL* no.6 as a whole is in the form of a promise under oath, before five witnesses, but it is not introduced by the usual formula “they (both parties) seized us and..”.

6-9. These clauses return in several divorce contracts, but they vary according to the status of the woman, a betrothed girl, a bride in an “inchoative marriage”, or a married wife. In the latter case the divorced woman herself is allowed to find another husband of her choice, as in our text and kt n/k 1414:8ff. (see Sever 1992b; the texts use *ana mutim alākum*, e.g. BIN 6,20:24, for which later Assyrian uses *ana mutim wašabum*). When the marriage has not yet been consummated the wife’s legal guardian now can “give her to a husband of his choice” (*ana mutim tadānum*; cf. *EL* no.1:16ff.; no.5:7ff.f; no.275:4ff.; kt c/k 137: 1ff. and kt i/k 120:16ff.=Balkan 1986, 4 and 5 note 10; KTS 2 no. 55:21).

10-21. The verb *erābum*, Š-stem, is also used in OB for bringing the dowry into the house of the husband(’s father), but there the father of bride is its subject (see *CAD* E 272, d); the bride herself is said “to enter” her husband’s house with her possessions (G-stem, cf. CT 45, 86:34)¹⁴. “Taking possessions out of the house” (*šēšu’um*) is also attested in the divorce contract kt r/k 19:6-8 (see for this text Donbaz 1989). Lines 10-21 apparently state what and how much the wife and her mother actually receive as divorce payment, but the situation is not very clear. See below, interpretation.

17. The word *šaḷṭum*, distinguished from a written debt-note (line 15), must denote items (*CAD* S/1, 270b, “ready goods,

14. Also in L. Dekiere, *Old Babylonian Real Estate Documents* 5 (Gent 1996) no. 582:14f. where *ana bēt mutim erēbum* is used for the (future) marriage of a girl. Occasionally, the object of the verb is the bride herself, e.g. in the Old Babylonian marriage contract BE 6/1, 101:19 (*ušeribuši*), which Westbrook 1988, 114 *a.l.* tries to explain away by taking the suffix as dative (-šim), which is unlikely. A new occurrence of the verb with the object suffix -ši, in *OLA* 21, 73:13', in a similar context, forces us to accept that the texts state that the bride herself “was brought into the house” of her husband or father-in-law. In UET 5, 793, presumably a dowry list, the wife herself (*Rubatum*) is subject of the verb *ušerib*.

uncommitted goods”) borrowed or still owed to members of the family. Note *EL* no. 168:15ff, which lists as possible objects of a claim “silver recorded in a valid bond, interest, and *šaltātum*”.

18. The verb *kabbusum* means “to deduct, to waive” (a claim), either by simply remitting it or by balancing it with other items, cf. B. Balkan, *Orientalia* 36 (1967) 401ff., B.a. Its use here indicates that in fixing the divorce payment assets and debits were balanced.

24. The scribe should have written *ana* before *šunuti*; the foregrounded *šunuti* is perhaps an (uncorrected) mistake, repaired by adding *-šunuti* to the verb in line 26.

26ff. The lack of archival context makes it useless to speculate on the identity of the witnesses and their possible relationship to the parties of the agreement.

Interpretation

In this divorce settlement the (widowed) mother of the wife plays an important role: she is party to the agreement, the divorce payment for her daughter (*ezibtiša*) is said to be given to her too, and both accordingly promise not to raise any claims against the husband. The details of the divorce settlement as set forward in lines 10-21, mentioning what the ladies actually received, are not very clear. One might take lines 11b-13 as a specification of “what she had brought into and now took out of the house” (lines 10-11a), hence presumably the dowry, which would have consisted of the furniture/household goods (*unūtum*), and silver, “which he (the groom) had paid to the Anatolian”. But since the father of the bride bears an Assyrian name (Pilahāja), this payment most probably is not the “bridal price” (*terhatum*; Old Assyrian uses also *šimum*, cf. kt n/k 1414:6, Sever 1992b). Hence it may be better to distinguish lines 10-11a from what follows, thereby keeping the dowry separate from the divorce payment. The basic structure of the enumeration of lines 10-21 probably is as follows:

A: the dowry (“brought in and taken out of the house” by the wife; 10-11a);

B: the divorce settlement made up of various items, introduced by *lū*, which are balanced:

1a: the furniture; 1b: 16 1/2 shekels of silver he paid to the Anatolian-2 shekels added for her

2a: a tablet of the debt of her father which she took; 2b: debts in the form of ready goods- both are balanced.

B1 and 2 both consist of two items introduced by *lū* and end with a verbal form with enclitic *-ma*, which I take as summarizing, stating the results of 1 and 2, which together ("all this", line 19a) yield the amount of the divorce settlement. In 1 we could assume that the value of "the household goods" was balanced with silver he had paid (for her or her mother?), with a positive result for the wife, 2 shekels of silver. But we do not know what the payment to the Anatolian was and it is difficult to decide whether the "household goods" count as an asset or debit in the calculation of the *ēzibtum*. In 2 the "tablet of the debt of her father", if this refers to a debt *owed to* her father¹⁵, would count as an asset and make the words "which she acquired" understandable, while what her father owes in the form of "ready goods" (entrusted to his son-in-law, without drawing up a debt-note?) counts as a debit for the wife. Both are balanced in the calculation. Since no figures are given for items B1a, B2a, and for the summary, it is impossible to check the interpretation and other solutions remain possible. Anyhow, we do not know how big the divorce settlement was. Rems 1966, 359f. mentions figures of 6 1/2, 10 1/2, and 15 shekels, but there is much more variation, no doubt due to the wealth and status of the families involved and hence the size of the dowry and bridal price.

15. This is possible, see the note on text 1b:2. A sealed debt-note normally is in the possession of the creditor. If the father were the debtor, the son-in-law could be the creditor or it could even be a loan granted by the daughter to her father. The acquisition of such a tablet would mean that she obtained an asset, which could be considered part of the divorce settlement. The choice is difficult, because the difference between the two items of B2 could be a single (assets versus debits) or a double one (assets recorded in a bond versus debits on the basis of an oral agreement).

Note that *EL* no. 276 (from level Ib of *kārum* Kanish), not mentioned by Rems, stipulates an amount of 1 mina of silver.

Since the contract does not mention any sons of Alalajā, Huna may have been the only child and heir. Upon her marriage she and her widowed mother probably had moved in with the husband, Puzur-Ištar, to make one single household (the divorced wife “takes out the house- no doubt of her husband- what she had brought in”). This must have made the divorce a serious and complicated affair and explains the prominent role played by the mother of the wife. One might compare the divorce or separation recorded in I 513 (Matouš 1973, 309ff.), which is described as being between the husband and the parents of his wife, who receive a sum of 10 1/2 shekels of silver (the term *ēzibtum* is not used). Matouš is right in calling it a “Hausgemeinschaftsauflösung”, because the young couple and the parents of the wife apparently lived in one house. He also compares *EL* no.5, where the father of the wife is a party to the divorce contract¹⁶. If in our contract the wife was the only child and heir, we can understand that her father’s claims and debts had to be taken into account in the divorce settlement. Unfortunately, the text tells us nothing about the status of the husband and his commercial relationship with the family of his wife, nor do we know whether he married Huna before or after the death of her father.

Both in texts **1a-c** and in text **2** the conclusion of a marriage seems to have been linked with or the have been linked with or to have occasioned the creation of one single household, with the husband joining the household of his father-in-law or the wife, together with her widowed mother, moving in with the husband. The parallels adduced and the records of “brotherhood” (analyzed in the article mentioned in footnote 14) show that the formation of such households, frequently with community of goods, duties and

16. Matouš also refers to TCL 4, 62, but this a contract of “brotherhood”, see my observations in the volume *Legal Aspects of the Care of the Elderly in the Ancient Near East* (Leiden, Brill, in the press).

rights, was not rare in the Anatolian commercial society. It is clear that a divorce in such a situation created financial and legal complications, which in turn must have led to the drawing up of careful and more detailed divorce settlements. This agrees with the observation made in connection with Old Babylonian marriage, that written contracts in majority deal with special cases, either complicated legal situations or wealthy families, where careful records documenting property owned, payments made, duties and rights fixed, may help to prevent or solve conflicts.

BIBLIOGRAPHY

Balkan, K.

- 1986 Betrothal of girls during childhood in Ancient Assyria and Anatolia, *Assriological Studies* 23 (Chicago; *Festschrift H.G. Güterbock*) 1-11.

Bayram, S.-Çeçen, S.

1995. 6 neue Urkunden über Heirat und Scheidung aus Kaniš, *Archivum Anatolicum* I (Ankara) 1-12.

Bilgiç, E.

1951. Die originellen Seiten im Eherecht der vorhethitischen Bevölkerung Anatoliens, *AÜDTCFD* 9, 239-250.

- 1990 Kültepe tabletleri Üzerine Yeni Çalışmalar ve Yeni İki Evlilik Vesikası, *X. Türk Tarih Kongresi, Ankara 1986. Kongreye Sunulan Bildiriler*, II. Cilt (Ankara) 423-432.

Donbaz, V.

1989. Some remarkable contracts of I-B period Kültepe tablets, in: *Anatolia and the Ancient Near East. Tahsin Özgüç Armağan* (Ankara) 75-98.

Hengstl, J.

1992. "Sollen und Haben" in einer altassyrischen familienrechtlichen Urkunde, *ZA* 82, 212-220.

Kawasaki, Y.

1994. Status of women and marriage institution of the Old Assyrian society, *Oriente, Bulletin of the Society of Near Eastern Studies in Japan* 37/1, 52-70 (in Japanese with English summary).

Lewy, J.

- 1956 On some insitutions of the Old Assyrian Empire, *HUCA* 27, 1-79 (esp. 3-10).

Matous, L.

- 1973 Beiträge zum Eherecht der anatolischen Bevölkerung im 2. Jhts. v.u.Z., *Archiv Orientalní* 41, 309-318.

Michel C. - Garelli, P.

- 1995 New Old Assyrian marriage contracts, in: *Anadolu Medeniyetleri Müzesi Yıllığı 1995* (Ankara) 295-302.

Rems, R.

- 1996 Eine Kleinigkeit zum altassyrischen Eherecht, *WZKM* 86 (Festschrift H. Hirsch) 355-367.

Sever, H.

- 1992a Anadolu'da nisanın bozulması hakkında verilmiş Kaniş karumu kararı, *Belleten* 66, 667-674.

- 1992b Eine neue Ehescheidungsurkunde, in: *Hittite and other Anatolian and Near Eastern Studies in Honour of Sedat Alp. Sedat Alp'a Armağan* (Ankara) 483-486.

- TPK 1997 Cécile Michel et Paul Garelli, *Tablettes paléo-assyriennes de Kültepe*, vol. 1 (*Kt 90/k*) (Paris).

Veenhof, K.R.

- 1982 The Old Assyrian merchants and their relations with the native population of Anatolia, in: H.J. Nissen- J. Renger (eds.), *Mesopotamien und seine Nachbarn*, I (Berlin, *BBVO* I/1) 147-160.

Westbrook, R.

- 1988 *Old Babylonian Marriage Law* (Horn, *AfO Beiheft* 23).