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The marriage contract AIT 92 (Alalah IV) in the light of the marriage system of Late Bronze Age Syria¹

Abstract

In Alalah – modern Tell Atchana – four marriage contracts were found in the archaeological level IV (15th century b. C.). Since these documents were published in 1953, several works have focused on them. Some of these studies have provided a better understanding of AIT 92. However, several problems remain with regard to the precise interpretation of it. The purpose of this work is to clarify some of the aspects of this document by using parallels from other marriage contracts of Late Bronze Age Syria (Emar, Ekalté and Ugarit). A brief survey of the other marriage contracts from Alalah IV (AIT 91, AIT 93 and AIT 94) is also provided.

Keywords: Alalah, Marriage Contract, AIT 92, Late Bronze Age, Syria

§ 1.

The almost 500 cuneiform documents found in Alalah (Syria) can be divided almost exclusively into two archaeological levels: VII (18th and 17th centuries b.C.) and IV (15th century b.C.). While at the older level there were no marriage contracts to be found, at level IV four documents were found (AIT 91–94).² One of them, AIT 92, is partially broken

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² AIT 91 would not be, according to E. von Dassow (1997), 293 n. 72, a marriage contract. However, both the form and the legal actions included in this document are typical of the Alalah marriage contracts.

and is difficult to read and interpret.³ D. J. Wiseman (1953, 54–55 and pl. xxiii) published the cuneiform copy, transcription and translation of this document in the middle of the last century. Since then, various works have focused on AIT 92. E. A. Speiser (1954) did a review of the D. J. Wiseman edition in which he suggested correcting some specific readings of the document. I. Mendelsohn (1959a), in his study on Alalah marriages, mentions some of the clauses of this document AIT 92. Later A. D. Draffkorn (1974) and M. Malul (1988), 110–114, used some parts of this text in their studies on the expression “to pull the nose” (*ina appi šadādu*), which appears in the contract. More recently, R. S. Hess (2002a), 251–252, has carried out a comprehensive revision of the document, providing new proposals of reading and interpretation.

These studies have provided an increasingly better understanding of this document. In our opinion, however, the text can be better comprehended in the light of other marriage contracts of Late Bronze Age Syria.

§ 2.

Lines 1–5:

1. [^m*i-w*] *a-aš-šu-^{ra}* [
2. [*i-na*]-*an-di-in šum-ma* [
3. [*xx*]-^{ra}*ia*]-*nu-um* 1 *dumu.mí^mku*]-*ub-še-er*²
4. [*šum-m*]*a*¹ *dumu.mí^mku-ub-še-er a-x* [
5. [*a*]-^{ra}*na*]-*dumu.mí-šu šeš^{meš} i-na-an-di-^{ra}in*]-*nu*[?]

“[Iw]aššu^{ra} [...g]ives. If [...] ... one daughter of ^{ra}Ku[bšer²]. [I]f¹ the daughter of Kubšer [...], the brothers will give ^{ra}to¹ his daughter (Kubšer’s) [...].”

Lines 1–2: the document is very damaged in this part.⁴ The clauses that are found further on correspond to those of a marriage contract, thus this first paragraph of the text may probably correspond to the marriage act. Since the sentence starts with the name of Iwaššura, brother of Naidu (the bride), it is likely that he gives (*nadānu*) his sister away in marriage, an event that is recorded in other documents of Late Bronze Age Syria (see next).⁵ A possible restitution of lines 1–2 would be: *Iwaššura mārat Kubšer ana Iri-ǵalba inandin* (“Iwaššura gives Kušer’s daughter to Iri-ǵalba”), but there does not appear to be enough space to include the husband’s name (Iri-ǵalba). Two other options would then remain: *Iwaššura mārat Kubšer ana kallūtu inandin* (“Iwaššura gives the daughter of Kubšer as Kallatu”) or *Iwaššura mārat Kubšer ana bīt emi inandin* (“Iwaššura gives the daughter of Kubšer to her father-in-law’s household”). Both expressions are well documented in neighbouring Emar.⁶

³ The rest of Alalah marriage contracts bear a seal (D. Collon (1975), 207). In AIT 92 the document is broken and does not have a seal, although it would presumably have had it given its legal nature.

⁴ R. S. Hess (2002a), 252, has only partially translated the passage: “[Iw]aššura [has g]iven. If []”.

⁵ Most probably this passage did not contain the sister’s name but the expression *aḫat-ia* (nin-*ia*), since in lines 1–5 Naidu is not referred to by her name, but as Kubšer’s daughter.

⁶ In 24 occasions: E6 16, 29, 69, 124b, 213; TBR 23, 39, 40, 43, 46, 72, 73; RE 6, 25, 26, 76a, 76b; ASJ 14/46; AuOr 5/14; SMEA 30/9; Sem 46/1; RAI 47/1c, 2; ZA 90/7.

Line 4: ^m*ku-ub-še-er*, A.D. Draffkorn (1959), 39, reads this person's name as Kubšenaya. However, D.J. Wiseman's copy seems to show instead the sign *-er*, and not the sign *-en*. The end of the line is broken and its restitution is very difficult (see next).

Lines 4–5: R. S. Hess (2002a), 252, translates: “[If,] regarding his daughter, Kupšer ... he has given the status of a sister [t]o his daughter”; the author understands, therefore, that Kubšer grants his daughter the status of “sister”. However this interpretation runs into two obstacles. On the one hand, this event is not documented in any of the Syrian archives of Late Bronze Age. On the other hand, if we consider the context of the document such behaviour is incomprehensible. A more plausible option would be to consider the brothers as the subject, *aḥḥū* (*šeš.meš*), in plural, thus the verb should be understood and restored in the plural form (*i-na-an-di-in^l-[nu]*).⁷

In this first part of the document a man, Iwaššura, appears to give his sister in marriage to another man called Iri-ǧalba (§ 3). The fact that a man establishes himself guardian of his sister and undertakes to arrange her marriage is not documented in the rest of the documents from Alalah, although it does occur in Emar (RE 76, Sem 46/1).

In accordance with our proposal, lines 4–5 seem to mean that, in the event of something happening to the bride, the brothers would give her some possessions. Who are these brothers? They do not appear to be brothers of the bride since only one of them (Iwaššura) acts as her guardian. They could be the brothers of Kubšer, that is, the uncles of Iwaššura and Naidu. Although not evident in Alalah, an important presence of the paternal uncles in the legal actions of some women is documented in Emar.⁸ On this basis it could be suggested that the mention of “the brothers” refers to the paternal uncles of the bride, Naidu.

§ 3.

Lines 6–9:

6. [*š*]um-ma ^{mf}*na-i-du* ^{mi}*ri-ḫal-bá* i-^l*ze-er*^l-*ši*

7. *ù uk-ta-na-aš-ši-id-šu* *nì.mí.ús.sá*

8. *ša mí šu-^lḫa^l-ar-ti ik-la mi-nu-um-me mi-im-[<]mu[>]-šu*

9. *ša é a-[bi]-ši wa-ad-du-ši i-li-qè ù i-pá-ṭar*

“[I]f Naidu re^lje^lcts Iri-ǧalba and separates him, he will retain the *terḫatu*⁹ of the girl. She will take everything that is hers^l, all (that) her fa[ther] had designated from the house, and she will leave.”

⁷ Noting the grammatical errors made by the scribe throughout the text, it is likely that he did not use this plural form of the verb.

⁸ See for example texts E6 30, 68, 213, 256 or ASJ 14/45.

⁹ The Akkadian term *terḫatu* designates the money paid by the family of the groom to the family of the bride on the occasion of the marriage. It is possible that in Alalah the Hurrite term *uadurānnu* was used to describe this money (I. Márquez Rowe – W.H. van Soldt (1998)). As usually, in this work this money will be referred to by the Akkadian term *terḫatu*.

Line 6: *i-¹ze-er¹-ši*: in D. J. Wiseman's copy only the first and last signs can be seen clearly. D. J. Wiseman (1953), 55, read *i-ba²-aš-ši* in the *editio princeps*; E. A. Speiser (1954), 25, suggested the reading *i-z[i¹-i]r-ši*, and this has been accepted by other authors (AHw 1544, *zêru* 1a; G. Giacomakis (1970), 113). The term *zêru*, “to reject”, appears in another marriage contract from Alalah IV, AIT 94:19, and in Alalah VII in AIT *7:22. In both cases the same verbal form is used, a present tense G (*izêr*). This verb also appears in other legal documents from other archives of Late Bronze Age Syria (CAD Z 97–98, *zêru* 1a1'). Besides, in agreement with the sense of the clauses in lines 6–9, this appears to be the most probable reading. With respect to the gender of the pronoun *–ši*, it could be an error made by the scribe in writing *–šu*: note that throughout the text the scribe does not use the genders correctly.¹⁰

Lines 6 and 17: *^mi-ri-ḫal-bá*: with regard to reading this personal name, of Hurrite origin, see A. D. Draffkorn (1959), 35.

Lines 6–9: There have been many interpretations of this passage. The questions to be considered are: who is divorcing whom and who keeps the *terḫatu*. I. Mendelsohn (1959a), 352, believes that the clause considers the possibility of Naidu wanting to divorce Iri-ḡalba; in such case Iri-ḡalba would retain the *terḫatu* of Naidu. A. D. Draffkorn (1974), 178, on the other hand, believes that it was Iri-ḡalba who would divorce Naidu, and that she and her family would retain the *terḫatu*.¹¹ Finally, R. S. Hess (2002a), 252, believes that Naidu intends to divorce, and then she herself would keep the *terḫatu*. I. Mendelsohn would appear to be correct because in every protasis of this text the subject leads the oration; therefore the subject of this sentence would be Naidu. In accordance with the rest of the marriage clauses from Late Bronze Age Syria, when the wife wishes to divorce without legal cause, generally she loses her right to the *terḫatu*.¹²

Line 8: *mi-im-^mu-šu*: we restore the sign *–mu–* of this indefinite pronoun since this is its canonical form (AHw 654b; GAG § 48e–f). The form of this pronoun in *mim–* is a dialectal variation (F. Malbran-Labat (2001), § 32.2) which is not documented anywhere else in Alalah (G. Giacomakis (1970), 36).¹³

Lines 9 and 13: *wa-ad-du-ši*: the interpretation and reading of this term are not clear. It seems to be derived from the Akkadian verb *wadû / idû*, meaning “to know”, but dictionaries do not provide a definite explanation of the form. W. von Soden, for example, relates this occurrence to the stem D and translates the verb as “zuteilen, zuweisen” although he is not certain about the verb form (AHw 1455, [*w*]adû[*m*] 5b). CAD also points out that it is a

¹⁰ G. Giacomakis (1970), 32, 56, E. A. Speiser (1954), 24–25. A. D. Draffkorn (1974), 179, believes that these errors were caused by the habits of the Hurrite scribe, who used the passive system of the verb. Likewise, D. Arnaud (1998), 149, points out that this confusion of genders was characteristic of the marriage contracts of Alalah.

¹¹ This idea has been backed by other authors: C. Zaccagnini (1985), 598, M. Malul (1988), 111, I. Máquez Rowe – W. H. van Soldt (1998), 133 n. 21.

¹² See the clauses in documents AIT 94:17–22 (Alalah) and RS 16.141:10–15 (Ugarit). In three other examples from Emar (E6 124:10–14; RE 6:6–8; SMEA 30/9: 30–31) the wife would have to pay compensation, probably equivalent to the *terḫatu*.

¹³ See later AIT 92:12, *mi-im-mu-ši*. The only case listed as different by G. Giacomakis (1970), 88, is this *mi-im-šu* from AIT 92:8.

form D and suggests the translation of the sentence: “she (the divorced woman) takes all the possessions assigned to her from her father’s house” (CAD I/J 32, *idû* 4e1’). G. Giacomakis (1970), 111, believes it to be a perfect tense of North-Western Semitic but does not look into the peculiarities of the form. Finally, A. D. Draffkorn (1974), 179 n. 11, believes it to be a permansive form and I. Máquez Rowe (1998), 75, prefers to consider it to be a passive permansive.

We, like G. Giacomakis, believe that it is a form of the Akkadian verb *wadû* conjugated as a perfect tense of North-Western Semitic in intensive form (=waddu-ši).¹⁴ That fact is partly possible because of the existence of the root YD^c (= akk. WD^c) in North-Western Semitic.¹⁵ This root is also used in the Near East and in the Old Testament in terms that indicate the legal acknowledgement of a person’s authority (J. Fleishman (1992), 41). In the present case, that person would be Naidu: her father would have assigned to her a dowry, which becomes her property.¹⁶

We find the first of the clauses regarding a possible divorce. This type of clause generally appears in marriage documents of Late Bronze Age Syria. Besides, in another marriage contract from Alalakh, AIT 94, a similar situation occurs: should the wife reject the husband, he would keep the *terḫatu*.¹⁷ As already mentioned, this is the usual result of divorces of Late Bronze Age Syria.

¹⁴ In Alalakh there are other Akkadian verbs with a first radical consonant W conjugated as North-Western Semitic perfect tense, such as *wa-šar-šu* (from *wašāru*) in AIT 15:4 (G. Giacomakis (1970), 112). It could not directly be taken as a North-Western Semitic verb, since in that case the form should be read as *ya-ad-du-ši*; but in Alalakh the sign PI never seems to be read as *ya*, but simply as *walelilu* (D. Arnaud (1998), 150). Finally, this verb *wadû* / *idû* appears in Alalakh with the meaning “to designate” in personal forms of documents from level VII: AIT *6, *11 and *95 (see G. Giacomakis (1970), 111).

¹⁵ In Hebrew, for instance, the verb *ydc* means “to know” and it is documented in the intensive form, “to make somebody know something” (HAL 375a). Other examples of this verb in North-Western Semitic languages are included in DUL 954–955 (Ugaritic, where the form D is not documented), HAL 1717b (Biblical Aramaic) and DNWSI 439–442 (epigraphic testimonies). With regard to the vocalisation in *-u-* of the second vowel (*waddu*), it should be noted that in North-Western Semitic it is possible to find *qattul* forms, although they appear to be marginal (J. Huehnergard (1987), 309, D. Sivan (1984), 143–145, J. Tropper (2000), § 73.352).

¹⁶ Another possibility should, nevertheless, be considered: that the term *y/waddu* is not a verb but a noun. In this case it would be derived from a hypothetical North-Western Semitic term **y/waddu* (in nominative), from the Semitic root YDD, and its basic meaning would be “love”. Terms with a similar morphology and meaning occur in Semitic languages such as Ugaritic (*ydd* I, in DUL 956), Hebrew (*yād* II, in HAL 371b) or Arabic (*waddu*, in AEL 2931 *wd* 6). This way, *y/waddu* would be a technical word to describe the dowry that the wife would have brought as evidence of her love. The sentence of lines 8–9 could thus be translated as: “she will take all that is hers from her father’s house, who had brought –her nuptial present (*y/waddu*) – and will leave”.

¹⁷ The clause of AIT 94:17–22 states: “if Bitta-malki [re]jects and divorces [Ta]tu-Teššup, [the money] of her¹ *uadurānu* (=akk. *terḫatu*) [will return hi]m, all his objects [will give] him to the house of her husband” (*Šum-ma* / [ᵐx]-tū-^diškur ᵐl¹*bi-it-ta-ma-al-ki* / [i]-zē-er-šu ù i-zi-bu-šu / [kù.babbar²]-pu wa-tu-ra-an-ni-šu / [ú-ta-ar-š]u² mi-nu-um-me-e ú-nu-te^{meš}-šu / [ta-dan]-šu a-na é¹⁰*mu-ti-ša*).

§ 4.

Lines 10–14:

10. *šum-ma mī[ṣu]-ḥa-[ar]-ti i-na ap-pí-šu*

11. *i-ša-ad-da-ad-ši nì.mí.ús.sá*

12. *ú-ta-ar mi-im-mu-ši ša é a-bi-ši*

13. *ša ú-še-er-ri-bu wa-ad-du-ši*

14. *i-li-qè ù i-pá-aṭ-ṭar*

“If the [girl] pulls his nose she will return the *terḥatu*. She will take everything that is hers, from her father’s house, that she had brought (and) designated and she will leave.”

Lines 10–11: The expression *ina appi šadādu* appears in another document from Alalah IV (AIT 16:15–16). According to A. D. Draffkorn (1974), 180, both this expression and others that appear in Ugarit show the beginning of the process of termination of the contract.¹⁸ M. Malul (1988), 110, however, believes that the expression is equivalent to the verb *zêru*, already studied in line 6 (§ 3). That is, according to M. Malul this expression means the rejection of one of the spouses by the other; it would be the offence that would lead to the termination of the contract, not the breaking of the contract itself (as A. D. Draffkorn claims). M. Malul’s proposal appears to be more congruent, according to the equivalence between the protasis and the apodosis of several of these expressions, documented in Alalah (AIT 16, 92) and in Ugarit (RS 15.92, 16.344)

Lines 10–14 show a similar case to that seen in the previous clause (§ 3): if the wife rejects her husband, she will give back the *terḥatu*. In this case, besides, it is added that she will be entitled to take what she had brought to the marriage, that is, her dowry. This phenomenon appears in other documents of Late Bronze Age Syria.¹⁹ Therefore, it is foreseen that in the case of termination of the marriage upon the wife’s initiative, she must return the *terḥatu* (which originally corresponds to the house of the groom), but she can keep the dowry (which originally belongs to the house of the bride). In Old Babylonian law, when a divorce takes place upon the wife’s initiative without legal cause, generally she loses her dowry (R. Westbrook (1988), 84). However, in Late Bronze Age Syria this does not appear to be compulsory, and this penalisation may be substituted by compensation or simply by the loss of the *terḥatu*.²⁰

¹⁸ For a list of expressions that refer to the termination of the contract, see A. D. Draffkorn (1974), 182 n. 24.

¹⁹ These documents are: RE 88 (Emar); RS 15.92, 16.141, 17.159, 17.335 (Ugarit).

²⁰ See clauses listed in n. 12.

§ 5.

Lines 15–16:

15. *šum-ma*^{mf}*na-i-du* nu a tu dumu.mí šeš-šu

16. *mi-wa-aš-šu-ra i-na-an-di-in*

“If Naidu does not conceive a first son, her brother Iwaššura will give a daughter.”

Lines 15–16: it is probable that Iwaššura is the subject of the verb *inandin*. Throughout the document Naidu is the passive object of the legal act and according to our translation the brother would thus recover the importance that in theory he had according to lines 1–5.

The sentence of lines 15–16 can be understood in two forms. On the one hand, in case of Naidu's sterility, her brother Iwaššura would take her back into the family and would give Iri-ǵalba another woman (his own daughter) in marriage. On the other hand we could believe that Iwaššura would give this other woman to Iri-ǵalba, who would also keep Naidu as a wife. We believe this second option to be more correct. The clauses regarding the woman's sterility included in this document are common to the rest of marriage contracts in Alalah (ALT 91:24–31; 93:7–8; 94:16–17); it must be noted that the purpose of these clauses is that, in the case of lack of descendants because of the wife's failure to conceive, the husband is entitled to take another wife. In no circumstance is sterility a cause for divorce. Besides, in ALT 92 the husband already had another wife called Tatadu (§ 6). Also in ALT 91:24–31 a man already had two wives; if both of them were sterile, he would be legally entitled to take a third one (keeping the two that he already had).²¹

§ 6.

Lines 17–20:

17. *šum-ma*^{fr}*ta*^l-*ta-du* *mi-ri-ǵal-bá*

18. *a-na*^{fr}*pa-ni*^l-*im-šu* a tu *ù egir-šu*

19. *mf**na-i-du* a tu dumu-*ra*^{fr}*na-i-du-ma*

20. *gal-bu-ti a-ia id-din* AN x [

“If ^{fr}Ta^ltadu gives birth to a first son for Iri-ǵalba and, after this one, Naidu conceives a first son, the son of Naidu will also be the eldest. She will not give AN x [...]”

Line 17: ^{fr}ta^l-ta-du, reading suggested by R.S. Hess (2002a), 252. According to A. D. Draffkorn (1959) and von Dassow (1997), this name is not documented in Alalah IV. There are similar names, such as the masculine Tata (ALT 301:28), Tēte (ALT 340:2), Tatte

²¹ See n. 25.

(AIT 194:12) or Tatteya (AIT *11:2, 12, 20).²² In Nuzi the masculine name Tate appears (I. J. Gelb – P. M. Purves – A. A. Macrae (1953), 150) and in Emar we find the masculine name Tatta/i, of possible Hurrite etymology (R. Pruzsinszky (2003), 24).

Line 18: *a-na pa-ni-im-šu* a tu: D. J. Wiseman (1953, 55) read this phrase *a-na pa-ni-im-šu-a-tu*. E. A. Speiser (1954, 25) suggested to consider *a-na pa-ni-im-ma* as an adverb,²³ a reading which was later on resumed by G. Giacomakis (1970, 47, 58, 93).²⁴ I. Mendelsohn (1959a), 356, and D. Arnaud (1998), 149, prefer to read *a-na pa-ni-im-šu*. The four horizontal strokes in the last sign, as presented in D. J. Wiseman's copy, would rather indicate a *-šu* (compare to the three horizontal strokes of *-ma* in lines 1, 2, 10, 15 or 19).

Line 19: *dumu-ra*: I. Mendelsohn (1959a), 356, suggested the reading TUR.RA, *šeḫru*.

Line 19: *na-i-du-ma*: the enclitic particle *-ma* may be used in Alalah as a conjunction or as an emphatic marker (G. Giacomakis (1970), 59–60; see also GAG §123a). I. Mendelsohn ((1959a), 357; (1959b), 38) translates it as “the son of Naidu alone”. Since the previous lines do not seem to have a common subject with line 20, we believe *-ma* is an emphatic marker and we translate it as “also”.

Iri-ḡalba already had a wife called Tatadu. This clause stipulates that the first son that Iri-ḡalba conceives with Naidu will be entitled to the right of primogeniture even if Tatadu had previously given Iri-ḡalba a son (R. S. Hess (2002), 211). Polygyny appears in Alalah in another marriage contract, AIT 91. In this case the husband already has a wife apart from the one that he takes by the contract and it is agreed that he will not take a third one if one of his wives has descendants.²⁵ The possibility of polygyny in case of the wife's sterility is mentioned in the other two marriage contracts from Alalah (AIT 93:7–8, 94:9–11).

§ 7.

Lines 21–25:

21. *šum-ma* ^{mf}*na-i-du i-ma-at ú-ul i-šu* [?
22. *dumu-ra* *dumu.mí-tá nì.mí.ús.sá* ^{rx} [?
23. *mi-im-mu-ši ša* [
24. *é a-bi-ši* [
25.] ^{xx} [

²² See A. D. Draffkorn (1958), 55, 56 and 143.

²³ Printing mistake: E. A. Speiser writes *a-na-pa-ni-im-ma*.

²⁴ In peripheral Akkadian *panīmu* may be used as a time expression, “before”, according to EA 155, 46 (D. Sivan (1984), 133).

²⁵ The text appears in AIT 91, 25–30; “[if?] among [them] one conceives, he will not [t]a[k]e a third wife. If none of the two [conceives], then he will take a third wife” ([*šum-ma*²] / *i-ba-aš-ši i-na be-ri-[ši-na]* / *ša ú-la-dú* / *dam-ta₅ ša-lu-uš-ta la* [i-i] ^h -[*ha-az*] / *šum-ma ki-la-li-ši-na-ma la* [ú-la-dú] / *ù dam-ta₅ ša-lu-uš-ta*).

“If Naidu dies (and) does not have her own son (or) daughter, the *terḥatu* [...]. All that is hers that [xxx] from her father’s house [...].”

Lines 21–24: the passage is broken and we do not know whether there follows one or more lines. R. S. Hess (2002a), 252, reads “if Naidu should die, and she (!) does not have a son or a daughter or bride price ...”. However, the possible interpretations involve examining the structure of the conditional sentences of this text. Both in the sentence in lines 6–9 and in the sentence in lines 10–14 the term *terḥatu* leads the apodosis: “if ... separates him, the *terḥatu* ...” (lines 6–7; *šumma* ... *uktanaššidšu terḥatu*...), “if ... throws, the *terḥatu* ...” (ll. 10–11; *šumma išaddadši* ... *terḥatu* ...). Therefore, in the sentence in lines 21–24 it should also be interpreted likewise.

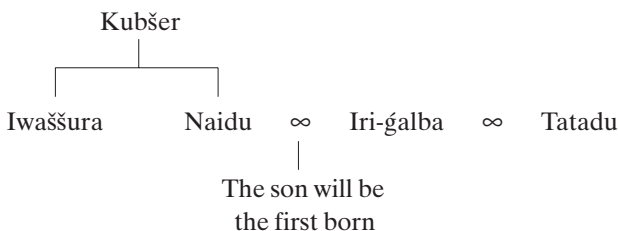
The reading and interpretation of this passage are uncertain. Once again the apodosis of the clause is connected with the *terḥatu* of Naidu and with the dowry that her family has provided because of the marriage. It may mean that in the case of Naidu dying childless, both *terḥatu* and dowry would return to their original owners (the family of the groom and the family of the bride respectively). In case of Naidu dying leaving children, probably the dowry received from her family would be her children’s and it would be managed by Iri-ḡalba (the husband), while the *terḥatu* would remain her family’s.

§ 8.

The full translation of the text would be, according to the abovementioned observations, the following:

- (1–5) [Iw]aššu¹ra¹ [...g]ives. If [...] ... one daughter of ¹Ku¹[bšer²]. [I]^f the daughter of Kubšer [...], the brothers will give ¹to¹ his daughter (Kubšer’s) [...].
- (6–9) [I]^f Naidu re¹je¹cts Iri-ḡalba and separates him, he will retain the *terḥatu* of the girl. She will take everything that is hers, all (that) her fa[ther] had designated from the house, and she will leave.
- (10–14) If the ¹girl¹ pulls his nose she will return the *terḥatu*. She will take everything that is hers, from her father’s house, that she had brought (and) designated and she will leave.
- (15–16) If Naidu does not conceive a first son, her brother Iwaššura will give a daughter.
- (17–20) If ¹Ta¹tadu gives birth to a first son for Iri-ḡalba and, after this one, Naidu conceives a first son, the son of^f Naidu will also be the eldest. She will not give AN x [...].
- (21–25) If Naidu dies (and) does not have her own son (or) daughter, the *terḥatu* [...]. All that is hers that [xxx] from her father’s house [...].

The family structure underlying the document would, therefore, be as follows:



§ 9.

Document AIT 92 has several elements that should be noted.

§ 9.1.

Firstly there would be similarities with the three other marriage contracts documented in Alalah (AIT 91, 93 and 94). AIT 92 is a genuine marriage contract, as well as AIT 91, 93 and 94. This fact, which would be common in Mesopotamia, is not usual in Late Bronze Age Syria: for example in Emar most of the marriages are included in other kinds of legal documents, such as wills.

Besides, AIT 92 includes, like most of the other marriage contracts from Alalah, references to: the possible sterility of the wife, a potential divorce and the bride-price (*terḥatu* / *ua-durānnu*).

§ 9.2.

Secondly, AIT 92 has several aspects which differ from the rest of the marriage contracts from Alalah. On the one hand, in AIT 92 there is a more detailed regulation of the consequences of a potential divorce. On the other hand, it is agreed that if the wife rejects the husband, her family will return the *terḥatu* (AIT 92; 6–8, 10–12). The same can be read in another marriage contract from Alalah (AIT 94; 17–24). But also, AIT 92 states that if the wife rejects her husband, she will be entitled to keep the dowry that her father had given because of her marriage (AIT 92; 8–9, 12–14). These are similar consequences to the ones found in other divorce clauses from Late Bronze Age Syria²⁶, but different from the Old Babylonian ones. Besides, in the rest of the marriage contracts from Alalah there are not provisos for the possibility of the wife dying childless (AIT 92; 17–20). In this case, it also appears that the family of the wife would keep the dowry, and probably the *terḥatu* would return to the husband.

²⁶ See n. 12.

Other differences and similarities with the rest of the marriage contracts from Alalah may be seen in the following table that shows the different parts of these contracts:

	<i>AIT 91</i>	<i>AIT 92</i>	<i>AIT 93</i>	<i>AIT 94</i>
Marriage act	ll. 2–4	ll. 「1–2」	ll. 2–4	ll. [1–6]
Divorce clauses	---	ll. 6–14		ll. 17–24
Proviso in case of sterility of the wife	ll. 29–31	ll. 15–16	ll. 7–8	ll. 16–17
Relationship between the new wife and the other wife of the same husband	---	ll. 17–20	---	---
Proviso in case of the wife dying childless	---	ll. 21–25	---	---
Prohibition for the husband to take another wife	ll. 25–28	---	---	ll. 9–11
Handing over the <i>terhatu</i> / <i>uadurānnu</i>	---	---	ll. 5–6	---
Establishment of the wife's special status (<i>maryannu</i>)	ll. 5–19	---	---	---

§ 9.3.

Thirdly, note the situation that arises in the family of the bride, Naidu. She appears to be the youngest; in lines 8 and 10 she is referred to as *ṣuḥārtu*, “young girl”. Her father may have died, therefore her brother Iwaššura would have become her legal tutor: he arranges her marriage and undertakes to give another woman (his own daughter) in marriage to the husband (Iri-ḡalba), if his sister Naidu is sterile.

§ 10.

In conclusion, document AIT 92 illustrates the following about the implementation of the marriage system in Alalah: the importance of marital transmissions (*terhatu* and dowry); the need for the woman to have a tutor in her own marriage, in this case, her brother; the regulation about the sterility of the woman and the resulting possibility of polygenic practices; and the importance of the right of primogeniture, which could be legally transferred. The marriage contract AIT 92, in conclusion, includes a comprehensive legal regulation of the marriage; such detail is unusual in the rest of the marriages of Late Bronze Age Syria.

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Bibliography

- Arnaud, D., *Recherches au Pays d'Aštata. Emar VI. Textes sumériens et accadiens. Texte*, Paris 1985–87.
- Arnaud, D., "La Syrie du moyen-Euphrate sous le protectorat hittite: contrats de droit privé", *AuOr* 5 (1987), 211–241.
- Arnaud, D., *Textes syriens de l'âge du Bronze Récent*, AuOrS 1, Sabadell, Barcelona 1991.
- Arnaud, D., "Tablettes de genres divers du moyen-Euphrate", *SMEA* 30 (1992), 195–245.
- Arnaud, D., "Mariage et remariage des femmes chez les syriens du moyen-Euphrate, à l'âge du Bronze Récent d'après deux nouveaux documents", *Semitica* 46 (1996), 7–16.
- Arnaud, D., "Le dialecte d'Alalah: un examen préliminaire", *AuOr* 16 (1998), 143–186.
- Beckman, G., *Texts from the Vicinity of Emar in the Collection of Jonathan Rosen*, HANEM 2 1996, Padova.
- Collon, D., *The Seal Impressions from Tell Atchana/Alalakh*, AOAT 27, Neukirchen – Vluyn 1975.
- von Dassow, E., *Social Stratification of Alalah under the Mitanni Empire*, Ph. D. New York Univ. 1997.
- Draffkorn, A. D., *Hurrians and Hurrian at Alalah: an Ethno-linguistic Analysis*, Ph. Diss. Univ. Pennsylvania 1959.
- Draffkorn, A. D., "Symbolic Gestures in Akkadian Contracts from Alalakh and Ugarit", *JAOS* 94 (1974), 177–183.
- Fleishman, J., "The Age of Legal Maturity in Biblical Law", *JANES* 21 (1992), 35–48.
- Gelb, I. J. – Purves, P. M. – MacRae, A. A., *Nuzi Personal Names*, OIP 57 1953.
- Giacumakis, G., *The Akkadian of Alalah*, Le Hague – Paris 1970.
- Hallo, W., "Love and Marriage in Ashtata", in: Parpola, S. – Whiting, R. M. (eds.), *Sex and Gender in the Ancient Near East*, Helsinki 2002, 203–216.
- Hess, R. S., *Several contributions*, in: Hallo, W. (ed.), *The Context of Scripture. Vol III: Archival Documents from the Biblical World*, Leiden – Boston – Köln 2002a.
- Hess, R. S., "The Bible and Alalakh", in: Chavalas, M. W. – Lawson Younger Jr., K. (eds.), *Mesopotamia and the Bible*, Michigan 2002b.
- Hoftijzer, J. – Jongeling, K., *Dictionary of the North-West Semitic Inscriptions*, Leiden – New York – Köln 1995.
- Huehnergard, J., *Ugaritic Vocabulary in Syllabic Transcription*, HSS 32, Atlanta 1987.
- Knudtzon, J. A., *Die el-Amarna Tafeln*, Leipzig 1907–1915.
- Koehler, L. – Baumgartner, W., *Hebräisches und Aramäisches Lexikon zum Alten Testament*, Leiden – Boston – Köln 1967–1995.
- Lane, E. W., *Arabic-English Lexicon*, Beirut 1968.
- Malbran-Labat, F., *Manuel de langue akkadienne*, PIOL 50, Louvain-la-Neuve 2001.
- Malul, M., *Studies in Mesopotamian Legal Symbolism*, AOAT 221, Neukirchen – Vluyn 1988.
- Márquez Rowe, I., "Notes on the Hurro-Akkadian of Alalah in the Mid-Second Millennium B.C.E.", *IOS* 18 (1998), 63–78.
- Márquez Rowe, I. – van Soldt, W. H., "The Hurrian Word for 'Brideprice' in an Akkadian Text from Alalah IV", *AuOr* 16 (1998), 132–133.
- Mendelsohn, I., "On Marriage in Alalakh", in: Blau, J. L. – Friedman, Ph. – Hertzberg, A. – Mendelsohn, I. (eds.), *Essays on Jewish Life and Thought, presented in Honor of Salo Wittmayer Baron*, New York 1959a, 351–357.
- Mendelsohn, I., "On the Preferential Status of the Eldest Son", *BASOR* 156 (1959b), 38–40.
- del Olmo, G. – Sanmartín, J., *A Dictionary of the Ugaritic Language in the Alphabetic Tradition*, HdO 67, Leiden – Boston – Köln 2003.
- Oppenheim, A. L. et al., *The Assyrian Dictionary of the Oriental Institute of the University of Chicago*, Chicago – Glückstadt 1956.
- Pruzsinszky, R., *Die Personennamen des Texte aus Emar*, SCNNH 13, Bethesda 2003.
- Sivan, D., *Grammatical Analysis and Glossary of the Northwest Semitic Vocables in Akkadian Texts of the 15th–13th C.B.C. from Canaan and Syria*, AOAT 214, Neukirchen – Vluyn 1984.

- von Soden, W., Akkadisches Handwörterbuch, Wiesbaden 1965–81.
 von Soden, W., Grundriss der akkadischen Grammatik, AnOr 33, Roma (3rd ed. (1995)).
 Speiser, E. A., “The Alalakh Tablets”, JAOS 74 (1954), 18–25.
 Streck, M. P., “Keilschrifttexte aus Münchener Sammlungen”, ZA 90 (2000), 263–280.
 Tropper, J., Ugaritische Grammatik, AOAT 273, Münster 2000.
 Tsukimoto, A., “Akkadian Tablets in the Hirayama Collection (III)”, ASJ 14 (1992), 289–310.
 Westbrook, R., Old Babylonian Marriage Law, AfO Beh. 23, Horn 1988.
 Wiseman, D. J., The Alalakh Tablets, OPBIA 2, London 1953.
 Zaccagnini, C., “On Late Bronze Marriages”, in: Bondi, S. F. – Pernigotti, S. – Serra, F. – Vivian, A (eds.),
 Studi in onore di Edda Bresciani, Pisa 1985, 593–605.

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