

## 3 The marriage gifts

We have already shown that in the absence of special circumstances written contracts for a marriage were not drawn up. The contracts which were drawn up were written with the intention of safeguarding financial interests. We must assume that there were special circumstances surrounding the marriage contracts we have and we have to search to find what those were. The issue is usually financial, in particular gifts which were transferred, and this will be the subject of this chapter. It is not an easy topic and the reader may wish to skip this chapter and proceed to the more accessible chapter 4 about the family.

### 3.1 General remarks

We have to distinguish between the terms ‘bride-price’ and ‘dowry’. The bride-price was given by the family of the man to that of the bride, but the dowry was given to the girl by her father. Although the expression ‘bride-price’ is emotionally charged, carrying overtones of a bride for sale, we have to make do with it, and consider later the idea of conceiving marriage as a commercial transaction.

The best-known Babylonian term for a bride-price is *terḫatu*, which the ancient word-lists equate with Sumerian *nimusa*. The two words may be equivalent but intrinsically they can describe different things. The bride-price can be compared with Ugaritic *mhr*, Hebrew *mohar*, and Arabic *mahr*. Moreover the root of *terḫatu* and the root of *mohar* occasionally occurs as a verb meaning ‘to obtain by marriage’.<sup>1</sup> Sumerian *nimusa* means literally ‘that which belongs to the son-in-law (*musa*)’ showing that from their point of view it was a contribution from the man.<sup>2</sup> It was a significantly different gift from the Old Babylonian *terḫatu*, which was an amount of silver, since the Sumerians gave foodstuff and objects.<sup>3</sup> We prefer, therefore, to more cautiously speak of ‘marriage gifts’.

The most complete list of these marriage gifts occurs in the rather unusual context of being offered to the Sumerian goddess Baba at the New Year’s festival in Lagash. These were to celebrate the sacred marriage between the god and goddess of the city. Gudea, the city governor of Lagash, says that he has expanded

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<sup>1</sup> Hebrew *mhr*, R. Yaron, ZSS 109 (1992) 91, on Exodus 22:15; Ugaritic *trḫ*, A. F. Rainey, Or. NS 34 (1965) 18.

<sup>2</sup> S. Greengus, ‘Bridewealth in Sumerian sources’, HUCA 61 (1990) 25–88.

<sup>3</sup> C. Wilcke, *Early Ancient Near Eastern law* (2003) 61 n. 186.

this number of traditional gifts, though we have not yet been able to identify precisely what all of them were.

Two fattened bulls, two fat sheep, ten fattened sheep, two lambs, seven baskets of ripe dates, seven bowls of ghee, seven palm hearts, seven bundles (?) of figs, seven baskets of ...-dates, fourteen flowerheads of the date palm, fourteen baskets of cucumbers, one ... bird, seven ...-birds, fifteen geese, seven ...-birds, sixty small birds in fifteen cages, sixty carp in thirty nets, forty bundles of turnips, seven bundles of ...-reeds' (Gudea Statues E and G).

It looks as if this was an all-inclusive list, since others are shorter but feature many of the same items.<sup>4</sup> In the myth about the marriage of the god Martu the father of the bride demanded cows and calves, sheep and lambs.<sup>5</sup>

Among marriage gifts for mortals we often come across bulls and goats in texts from Ebla and the Ur III period.<sup>6</sup> The preparation of these cost time and energy.<sup>7</sup> But these sources do not relate to an outlay by private individuals. We do not find the father of the bridegroom acting but it was organised as it were by the state.<sup>8</sup> Many of the wedding gifts were despatched from the state depository of Puzriš-Dagan.<sup>9</sup> Why this happened is still not clear. On a few occasions hundreds or even thousands of animals are mentioned.<sup>10</sup> That brings us to the question of whether these were despatched for one magnificent banquet, or were just accumulated to the possessions of whoever received them. When fattened animals are mentioned a grand banquet comes to mind, and that is more likely to celebrate a wedding than a betrothal. Crowds of people may have taken part in an official wedding of the state, and all the guests would of course have been high-ranking.<sup>11</sup>

We may assume that during an ordinary wedding overindulgence depended on one or two sheep presented by the bridegroom's family. The Sumerian-Babylonian dictionaries only mention sheep as a marriage gift (*níg.dé.a = biblu*) and sheep are always present in lists of wedding presents.<sup>12</sup> The Old Babylonian list

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4 Greengus, 48 f., 51 f.

5 'The Marriage of Martu' 90–111, with J. Klein in I. L. Finkel, *Sumerian gods and their representation* (1997) 107 f., 115.

6 Greengus, 36–46, 61–65, 88.

7 Greengus, 34 f., 49.

8 Wilcke, 'Familiengründung', 254.

9 M. Sigrist, *Drehem* (1992) 198 f.

10 In Ebla at the marriage of a princess 3290 animals; A. Archi, *Eblaitica* 1 (1987) 121 f.

11 Greengus, 64 f., 70 f.

12 Wilcke, 252.

of wedding expenses from Ur also has many sheep, to be eaten at the wedding feast.

An Old Akkadian text has sheep, silver, clothing, a pig, oil, malt, wool, dried fish, and sandals for a *terḫatu*. In the Ebla texts a ‘present’ (*níg.ba*) consisting of clothing, silver and jewellery was given as something distinct from the marriage gift.<sup>13</sup> In the Old Babylonian period some care was taken to achieve a balance between the presents of the two families. A Sumerian proverb says,

What has the young man brought? What has the father-in-law released (*búr*) for it?<sup>14</sup>

There are a few other expressions for the presents given to the family of the bride. The Sumerian word *níg.dé.a* means literally ‘what is poured out’, and *mu.pà.da* means literally ‘mentioning the name’.<sup>15</sup> The two words occur together, possibly as incidental presents, in the myth of the marriage of Enlil and Sud. C. Wilcke supposes that the former refers to foodstuff and the latter to valuables.<sup>16</sup> In a letter about the marriage of Zimri-Lim, the king of Mari, and a princess from Aleppo, the gifts for her father, her mother, and herself, are listed in descending amounts.<sup>17</sup> The king of Aleppo had earlier insisted on sending a singer,<sup>18</sup> and there were extra presents apart from the bride-price and the dowry.

The foodstuff given as a marriage gift was probably intended for the wedding celebrations, so we wonder how a *betrothal* was celebrated, if indeed there had been a betrothal. The occasion of an Old Babylonian betrothal was when the bride-price was paid and the girl assumed the status of a ‘wife’. It was all rounded off by drinking a toast (*kirru*). When the Laws of Lipit-Ištar speak of bringing the *nimusa*, ‘marriage gift’, the context is the same as when the Laws of Hammurabi speak of bringing the *terḫatu*, ‘bride-price’. The Sumerian of the Laws of Lipit-Ištar belonged to a time when Akkadian was being spoken.<sup>19</sup> The Akkadian material also points to the betrothal as an independent ceremony.

From a letter from the dossier about a marriage between Mari and Aleppo we can see that the *wedding ceremony* began when the *biblu*, ‘gift’, was brought. The

**13** Greengus, 65 f. (Old Akkadian), 62–64, ‘counter-gifts’ (Ebla).

**14** SP 1.169 with Wilcke, see J. Renger, *Or. NS* 42 (1973) 272 n. 45, end; Greengus, 72.

**15** Greengus, 77–83.

**16** Wilcke in: Durand, *La Femme* (1987) 180, n. 8. M. Civil: ‘bridal gifts’ – ‘personal presents’. Wilcke, ‘Familiengründung’, 252; Greengus, 77–79. The first word *níg.dé.a* (in Akkadian *biblu*) is not attested in § 15 of the laws of Ur-Nammu; read *nimusa*; Wilcke, *Festschrift J. Krecher* (2014) 542 n. 176.

**17** AEM 1/1 (1988) 102, on 108 no. 11.

**18** AEM 1/1 98 no. 9.

**19** Greengus, 46 f., did not realise this.

grandmother of the princess was on the point of death (she died just three days after the gift had been brought) which meant that the wedding arrangements had to be hurried along. The envoy from Aleppo wrote,

Therefore we hurried and brought in the gift (*biblu*) which our master had sent us. We also laid the veil on the girl. Three days after we had brought in the gift, S. died.<sup>20</sup>

Here it was the bringing of the gift and the veiling of the girl that solemnised the wedding. Wilcke saw the link between the gift and the wedding. He cited a letter mentioning clothing, providing a headdress for the girl, and the bringing the gift.<sup>21</sup> A much later text speaks of bringing the gift (*šūbultu*) to the place where the wedding was held (*bit emūti*).<sup>22</sup> This must refer to the same custom but with different terminology.

According to two Old Babylonian letters from Northern Mesopotamia giving the bride-price clinches the deal. There it was the proof that an imprisoned woman was not a slave but married, and therefore had to be freed:

This woman is not a slave. She has been taken for a bride-price.<sup>23</sup>

After the Sumerian Ur III period, during the subsequent Old Babylonian period, we hardly ever hear of such marriage gifts. All we have is the *terḫatu*, ‘bride-price’. We use the word price because it was nearly always paid in silver. In the earlier Sumerian texts the phrase *kù.dam.tuku*, ‘silver to acquire a bride’ is rare.<sup>24</sup> This could indicate that the Sumerians did not think of marriage as a commercial transaction, while the Akkadian-speaking Semites did. But looking for cultural differences between the Sumerians and the Semitic Babylonians in such distinctive customs is questionable.<sup>25</sup> P. Koschaker certainly pointed to a deep difference between Sumerian and Semitic marriage law, as expressed in the bride-price and

<sup>20</sup> AEM 1/1 103 with 106 no. 10:12–19.

<sup>21</sup> ‘Familiengründung’, 261–264; cf. AbB 1 30:21–26.

<sup>22</sup> Craig, ABRT I 4:2–7 = W. G. Lambert, *Babylonian Oracle Questions* (2007) 88 no. 12. Compare the translation ‘present (sent by the bridegroom to the bride)’, MSL 5 (1975) 12 𒄩𒄩 I:39. Furthermore M. Anbar, UF 6 (1974) 443, on ARM 1 54:7, 10 (but here *šūbultu* has a more general meaning).

<sup>23</sup> ARM 28 no. 36 with p. 36; 173:5–16. A litigation from Sippar shows that a relationship ‘without contract’ and without ‘receiving the bridalprice’ is not valid; K. R. Veenhof, *Festschrift C. Wilcke* (2003) 315 f., lines 32, 34.

<sup>24</sup> NSGU I 105; Wilcke, ‘Familiengründung’, 253; Greengus, HUCA 61, 85. – New is NATN 893, as explained by H. Limet, BiOr 41 (1984) 409: the father-in-law has a claim on the son-in-law, [kù].dam.a ba.an.tuku.

<sup>25</sup> See for the problem Wilcke, ‘Familiengründung’, 253 n. 55; defending Falkenstein, ignored by Greengus, HUCA 61, 69, cf. 65.

the inequality of the woman (this would only apply to Semitic law). But his argument has been rejected forcefully. Just because a text is written in Sumerian it has no bearing on the customs of the time. Sumerian could simply have been chosen as the appropriate language for writing the text.<sup>26</sup> Sumerians and Semitic speakers of Akkadian lived for centuries in a state of symbiosis, which makes it difficult to establish differences between them.<sup>27</sup> Perhaps there really was no essential difference in their customs. It may well be, according to S. Greengus, that the Old Babylonian bride-price was indeed only valued in terms of silver, and in fact it may have consisted of goods. If the bride-price had to be returned any edible goods were deducted, according to later Assyrian law (§ 42–3).

C. Wilcke thinks that over time there were developments. The Sumerian wedding gift took on such proportions and value that it became a gift, which bound the father of the bride to the arrangement. There would have been a measure of reciprocity in the agreement about *do ut des*.<sup>28</sup> It also became the practice to pay part of the wedding gift much earlier than the wedding ceremony itself. This part would have been non-edible elements, more specifically the silver, which would later be recognised as the *terḫatu*. The gifts presented at the time of the wedding were then called the *biblu*.<sup>29</sup> Certainly in later times the wedding gift consisted of both silver and foodstuffs. C. Saporetti has suggested that in Middle Assyrian terminology the ‘contribution’ of the father (*zubullû*) was an all-inclusive term for the bride-price plus the gifts. Then the bride-price was a fixed standard amount and the gift consisted of extras, foodstuff and other items. This extra contribution gave the family of the groom room for manoeuvre, to exceed the standard bride-price either on their own initiative or because of a prearranged agreement.<sup>30</sup>

The etymology of *terḫatu* needs now to be considered. In Ugaritic as well as *trḫt*, ‘bride-price’, we have the verb *trḫ*, ‘to marry’. It is in the myth of the marriage of Nikkal and Yariḫ, the moon god.<sup>31</sup> Yariḫ begins by saying,

Give Nikkal, so that Yariḫ will marry (*trḫ*) her, so that the Moon may enter his house. And I shall give to her father as a bride-price (*mhr*) a thousand pieces of silver, ten thousand pieces of gold ... My marriage (*htn*) is with Nikkal ... Then Yariḫ married Nikkal.

<sup>26</sup> D. Nörr in: *Studi Emilio Betti* III (1962) 518: at Nippur contracts written in Sumerian, litigations in Akkadian (Old Babylonian).

<sup>27</sup> Greengus, 27, 65, 69, 72.

<sup>28</sup> ‘Familiengründung’, 254–256.

<sup>29</sup> ‘Familiengründung’, 258.

<sup>30</sup> C. Saporetti, *Geo-Archeologia* 1984–2, 44–46. S. Greengus, *HUCA* 61 (1990) 76 f., n. 210, reminds us of the *siblônôth* in Mishnah and Talmud.

<sup>31</sup> KTU 1.24:17–33 with *Textes ougaritiques* I (1974) 393–395.

All the subsequently promised presents will not be translated here. What then follows is a detailed description of how the scales to weigh the bride-price were set up by his family members. The Ugaritic verb *trḥ*, ‘to marry’, can be seen as the root of the Akkadian noun *terḥatu*, ‘bride-price’. Similarly Ugaritic *mhr*, ‘bride-price’ is reflected in Hebrew *mohar* and Arabic *mahr*, ‘bride-price’, and *ḥtn*, ‘marriage’ is reflected in Hebrew *ḥatan*, ‘son-in-law’. We also have one occurrence in Ugaritic of *mtrḥt*, ‘married woman’ which is almost certainly related to the unusual Akkadian word *marḥitu*, ‘a married woman’.

### 3.2 The bride-price

Old Babylonian texts only speak of a *terḥatu*. They are reasonably clear, but an unusual early text may also refer to a slave. Normally the amount for the bride-price was calculated in silver. The highest amount found is in that same early text, forty shekels of silver.<sup>32</sup> High amounts are more frequent in the early Old Babylonian period. All in all we can suppose that normally the payment amounted to five or ten shekels.<sup>33</sup> Twice we have the statement that ‘the complete bride-price’ has been paid.<sup>34</sup> This would seem to indicate that the bride-price could be paid in instalments, perhaps five shekels at the betrothal and ten at the wedding, making fifteen shekels in total. The amount agreed may have been linked to the going price for a slave-girl. A young girl would cost five shekels, a woman ten to fifteen shekels, and an adopted child five to seven shekels. Bride-prices were higher, twenty or thirty shekels, in the time of Hammurabi, but that was a time when the price of slaves was also rising strongly.

These high sums were only mentioned in specific texts, and N. Pfeifer detects in them a distinct form of marriage.<sup>35</sup> In the case of a nun, and only in that case, the bride-price has to remain ‘sewn into her hem’, and is ‘given back’ to her husband.<sup>36</sup> Nevertheless, it can be assumed that it remained the property of the woman. Pfeifer identifies the hem as the hem of an undergarment round the woman’s ‘private parts’. The silver was her own private capital, and hidden where no-one else had access. She could keep it in reserve if ever she found herself alone. It was a large amount which guaranteed enough to support her. Her dowry

<sup>32</sup> VAS 8 4 with *Studies A. Skaist* (2012) 157 f.

<sup>33</sup> M. Stol in *Studies A. Skaist*, 140–152.

<sup>34</sup> CT 48 48:16–7; 56:7.

<sup>35</sup> N. Pfeifer, ‘Das Eherecht in Nuzi: Einflüsse aus altbabylonischer Zeit’, *SCCNH* 18 (2009) 355–420, esp. 366, 380, 399–403.

<sup>36</sup> M. Malul, *Studies in Mesopotamian legal symbolism* (1988) 188, 189 f.

(or trousseau) was also mentioned, which she could decide (or perhaps she was obliged) to bequeath to her own children. These would have been adopted not biological children since she was a nun.<sup>37</sup> Finally we note the exceptionally high bride-prices paid by Old Babylonian kings. In the Mari texts we find five or eight talents (1 talent = 60 minas), but we find also six minas.<sup>38</sup>

S. Greengus states emphatically that in these cases the bride-price must in reality have consisted of various goods the value of which was converted into silver. That is confirmed in a Mari text by the details of a royal bride-price transferred for Šibtum. There are listed ‘jewellery, pins, vases, ..., clothes, three bulls, one hundred cows, thousands of sheep’, but for each entry the equivalent value in silver is given,<sup>39</sup> so that the total value can be calculated in silver. In Mari it was also possible to work out the total value of the dowry, the counterpart of the bride-price. A text from Kisurra speaks of ‘four minas of silver, one hundred sheep and a slave-girl’ as the bride-price.<sup>40</sup> A letter from Sippar, unfortunately not published in its complete form, appears to speak of three minas.<sup>41</sup> On one occasion a field is given as a ‘present’ for a woman.<sup>42</sup> A sheikh from the tribe of the Benjaminsites gave King Zimri-Lim a few dozen sheep as a bride-price for his sister.<sup>43</sup>

In the Old Assyrian period, the bride-price was called ‘the price’ and was paid out at the wedding.<sup>44</sup> Once a father gave his sons animals, four asses, two oxen and fifteen sheep, ‘for the wedding’.<sup>45</sup>

C. Saporetti suggests that our presumption that the bride-price was a fixed amount, which could be calculated in silver in the Old Babylonian period, also applied to the Middle Assyrian period.<sup>46</sup> In the Middle Assyrian laws an unmarried rapist had to marry the victim and pay ‘triple the silver as the value of a virgin’ (§ 55), which indicates a fixed amount. In the Bible the bride-price (*mohar*) a man must pay for seducing a virgin whom he is obliged to marry was fifty shekels of

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**37** Discussions about this group of texts: A. van Praag, *Droit matrimonial* (1945) 136–138; R. Yaron, *The Laws of Eshnunna* (1988) 176–179; R. Westbrook, OBML 99 f.; Wilcke, ‘Familien-gründung’, 265 f.

**38** B. Lafont in Durand, *La Femme* (1987) 120, with n. 20. The ‘six minas of the woman’ in ARM 10 75:22.

**39** ARMT 25 616 with Durand, AEM I/1 (1988) 100–102.

**40** B. Kienast, *Kisurra* no. 109:10–14.

**41** V. Scheil, SFS no. 84, ‘Inventaire de donations et dot’.

**42** OLA 21 no. 43.

**43** ARMT 23 nos. 335–336 with Florilegium Marianum IX (2007) 87, 90, 92.

**44** So, without amplification, C. Michel, RIDA 84 (2006) 160 f.

**45** K. R. Veenhof in: M. Stol, S. P. Vleeming, *The care of the elderly in the Ancient Near East* (1998) 148.

**46** *Geo-Archeologia* 1984–2, 45 f. Speculations on the fixed amount on p. 47 f.

silver ('fifty pieces of silver', Deuteronomy 22:29; see also Exodus 22:16, Hebrew verse 15). Hosea paid 'fifteen pieces of silver, a homer of barley, and a measure of wine' for his wife whom he knew was adulterous (Hosea 3:2). This can be converted to roughly thirty shekels. But here a girl was being bought and this may have been the normal bride-price. Note that the compensation due for a slave-girl who was gored to death by an ox was also thirty shekels (Exodus 21:32).<sup>47</sup>

More precise information is available for around the same period from the periphery of Babylonia, from the cities of Nuzi and Emar. The archives of Nuzi cite as the formal price for a woman an ox, an ass, ten sheep, and ten shekels of silver. Other goods could however be used as payment, but their relation to the norm had certainly then been established. Their total value had to convert to forty shekels of silver. That was also the price of a slave-girl.<sup>48</sup>

In Syrian Emar amounts of twenty-five and thirty shekels of silver were mentioned for the bride-price,<sup>49</sup> though sums of ninety or a hundred shekels were also quoted.<sup>50</sup> According to two texts the price of a girl from Emar was twenty-two shekels of silver, or thirty if the value of the goods included was also converted.<sup>51</sup>

Here as elsewhere the money that could be made for a marriageable girl was a coveted source of income for third parties. In Emar we see that a woman was sold off by her two brothers for the standard rate of forty shekels of silver 'as a bride' to a man, who then passed her on to a third man. The arrangement was that the third man would pay forty shekels, which was shared out. The brothers received ten shekels and the 'broker' thirty. In Nuzi we come across this figure regularly.<sup>52</sup> In a disastrous year with high prices, a father with his son became so poor that they had to put themselves under the protection of Z. This person promised that he would let the son marry and if any children should be born of the marriage, the sons would become servants of the king, and Z. would 'give the daughters to

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47 W. Plautz, ZAW 76 (1964) 301.

48 The price for a male slave was 30 shekels of silver. See on all this C. Zaccagnini in: A. Archi, *Circulation of goods in non-palatial context* (1984) 152f.; RIA VII/5-6 (1989) 425a; E. A. Speiser, Or. NS 25 (1956) 9-15 (4. 'Ceremonial Payment'). A female 'cup-bearer' costed 40 shekels of silver, EA 369, with E. Lipinski, *Šulmu* (1988) 183. In a forced sale of a daughter in Emar the price was 15 shekels of silver, 1 donkey, 500 shekels of copper (meaning somewhat less than 30 shekels of silver); ASJ 13 (1991) 276 no. 17.

49 Bride-price in Emar: 25 shekels, A. Tsukimoto, ASJ 13 (1991) 300 no. 35:17, no. 36:17; 30 shekels, Tskukimoto, ASJ 14 (1992) 292 no. 44:5; D. Arnaud, *Aula Orientalis – Supplementa* 1 (1991) no. 72:13.

50 D. Arnaud, *Semita* 46 (1996) 9:5. More G. Beckman in M. W. Chavalas, *Emar* (1996) 69.

51 Tsukimoto, ASJ 13 (1991) 276 no. 17 (ca. 30 shekels, see note 48), 277 no. 18 (22 shekels).

52 B. Lion, 'Filles à marier à Emar et à Nuzi', NABU 2001/74. Similar deals are discussed in Chapter 16.

the house of a father-in-law (i.e. give them in marriage) and receive the silver of the bride-price'. In addition Z. and his wife would have to be cared for the whole of their lives by their poor guests.<sup>53</sup>

A curious text was found in Alalakh, a city near Aleppo:

Š. from Luba asked A. for his daughter in marriage and he brought him a present (*nidnu*), as was the custom (*paršu*) in Aleppo. A. became a criminal and as a punishment he was put to death and his 'house' went to the palace.

Š. arrived and the king allowed him to have his 'gift' back, which amounted to six talents of copper and two bronze daggers.<sup>54</sup> Possibly the 'custom of Aleppo' referred to the standard value of the bride-price. The word *nidnu* is surprising and is reminiscent of the Hebrew word *mattan* 'gift', as it occurs in the story about the marriage of Jacob's daughter Dinah (Genesis 34:12). This gift was given in addition to a bride-price (*mohar*).

The same word *nidnu*, 'present', was used in two curious letters from an Old Assyrian merchant from Kaniš in Anatolia to his colleague in Mari. After the offer of copper and three other items as 'a present for you', there follows an order for clothes from Babylon. Then at the end he says,

But if you wish me to say everything that is close to my heart, then let me give a son to you, and you give a daughter to me.

It seems to be setting the seal on a good relationship. The second letter takes a serious step further in this same transaction. It concerns a girl in Mari, who appears to have been called Abulaya, and the boy Sabium:

Persuade (the girl) for me, and my son and I will both set off with presents! Let us make a marriage (*hatanūtu*) agreement!<sup>55</sup>

The laws of Hammurabi mention the possibility of there being 'no bride-price'. The case in point is a married couple with no children, where the man wants a divorce. This should not be seen as an unusual form of marriage, where no bride-price was paid (as P. Koschaker saw it), but that it was possible not to pay a bride-price if no children had been born in the marriage.

<sup>53</sup> M. Sigrist, *Studies R. Kutscher* (1993) 169 no. 2.

<sup>54</sup> AT 17 with C. Niedorf, *Die mittelbabylonischen Rechtsurkunden aus Alalakh (Schicht IV)* (2008) 165, 170, 248 ff. (31.3); TUAT NF 1 (2004) 134.

<sup>55</sup> J.-M. Durand, 'Une alliance matrimoniale entre un marchand assyrien de Kanesh et un marchand mariote', *Studies K. R. Veenhof* (2001) 119–132; LAPO 18 (2000) 181–184.

### 3.2.1 Payment by instalment

An important caveat should be borne in mind when attempting to determine fixed amounts. From ethnology we know that the bride-price could be paid in instalments. Islamic law in the school of Hanafi also supports this principle. When arranging a marriage the first part of the *mahr*, the *muqaddam*, should be paid, and the final part, the *mu'ahhar*, should be paid if it ended in divorce (Qur'an 2: 237). We have already seen that the Old Babylonian texts speak a few times about 'the total bride-price', which suggests the possibility of paying by instalments. This could mean that the five and the ten shekels were paid at the betrothal and the marriage respectively, and that the total amount might be the twenty or thirty shekels sometimes mentioned. The texts from Nuzi indicate that the bride-price was paid in instalments, such as annual instalments of five shekels. Then twenty shekels had to be paid after the first intercourse ('the lying'), and an ox after the birth of a child.<sup>56</sup> After a divorce in Nuzi the man was still required to give his father-in-law five sheep, which was probably part of the bride-price.<sup>57</sup>

There is another explanation possible for these different amounts. The price could depend on the phase of a woman's life or her status. In the Aramaic marriage contracts from Elephantine in Egypt we see that ten shekels was paid for a virgin and five shekels for a divorced woman. There is a difference of opinion about why there was this difference.<sup>58</sup> In Nuzi the price of a woman on her first marriage was forty shekels and on her second, after her husband had died, ten shekels.<sup>59</sup> Was the second price lower because she was no longer a virgin, or because she had had no children? According to the Mishnah, a man should pay on divorce twice as much for someone who was a virgin at marriage as for a divorced woman or a widow.<sup>60</sup> In the modern Middle East much less is paid for a divorced woman or a widow.<sup>61</sup>

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<sup>56</sup> J. C. Fincke, SCCNH 7 (1995) 13–17 (after the intercourse); K. Grosz, SCCNH 1 (1981) 171 (HSS 13 263), 176 f., Table 5 (the ox).

<sup>57</sup> K. Grosz, *The archive of the Wullu family* (1988) 122 (Gadd 33).

<sup>58</sup> A. Tosato, *Il matrimonio israelitico* (1982) 102 n. 84, who refers to R. Yaron, JSS 3 (1958) 5.

<sup>59</sup> AASOR 16 54 with Grosz, SCCNH 1 (1981) 175.

<sup>60</sup> E. Lipinski, *Šulmu* (1988) 184. Cf. Mishnah, Keth. I, 2.

<sup>61</sup> H. Reintjens, *Die soziale Stellung der Frau bei den nordarabischen Beduinen* (1975) 27.

### 3.2.2 Work as a bride-price

The Old Testament patriarch Jacob had to work seven years for each of his wives, Leah and Rachel (Genesis 29:15–30). His ‘reward’ (*maš̄koret*) was to have the two women. A similar example was the rather excessive demand from Saul made on David. If he wanted to marry Saul’s daughter Michal he would have to bring him a hundred foreskins of the Philistines as a *mohar* (I Samuel 18:25).<sup>62</sup> Then a Middle Assyrian contract states that a man of his own free will can live in a house for ten years with free food and clothing, and at the end of that time ‘they will let him marry a woman’:

He shall take his wife, clothed and bound up (?) and he shall leave.<sup>63</sup>

He earned his livelihood from his work and in the end the household gave him one of their women. A letter mentions a man who must have found himself in a similar situation, after he ‘served for seven years’ for a woman.<sup>64</sup>

### 3.2.3 The right of the son to the bride-price

The family also had the responsibility of thinking about a future marriage. With this in mind money could be set aside as the bride-price, to be used by an unmarried son, who would later marry. The laws of Hammurabi state:

If a man marries wives to the sons he has got but does not marry a wife to his youngest son, when the brothers divide the estate after the father has died, they shall establish (*šakānu*) the silver value of the bride-price for their young unmarried brother from the property of the paternal estate, in addition to his inheritance share, and enable him to marry a wife (CH §166).

§31–32 of the laws of Lipit-Ištar deal with the question of what should happen if the father in his lifetime had given a ‘gift’ to his ‘beloved son’, which the heirs would have no right to, or should have given the bride-price to ‘his son, the older brother’. If the latter were to marry while his father were still alive, what would happen after the father’s death? Unfortunately half of the text at the end has been broken away so we do not know the answer.

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<sup>62</sup> W. Plautz, ZAW 76 (1964) 303f. (‘Dienstheirat’).

<sup>63</sup> VAS 19 37 with J. N. Postgate, Iraq 41 (1979) 93–95; *Bronze Age bureaucracy* (2013) 16 f.

<sup>64</sup> S. W. Cole, *The Early Neo-Babylonian governor’s archive from Nippur* (1996) 174–176 no. 82.

There are some examples which illustrate this principle. A father gives his son a field of six *iku* ‘to marry a woman’.<sup>65</sup> A field would have cost between two and six shekels per *iku*, and so the value would be between twelve and thirty-six shekels.<sup>66</sup> Someone gave his brother fourteen shekels of silver ‘in order to marry a woman’.<sup>67</sup> Another man ‘assigned and gave’ to his brother a ship with a capacity of ten *kor* ‘for his wedding’.<sup>68</sup> In both cases the father had evidently died and the oldest brother was taking care of the youngest. A deed of inheritance from Nippur indicates that the youngest son would in no way be held responsible for the debt of his father, ‘because he had not yet married a wife’. In this way an amount for his future bride-price was kept reserved for him.<sup>69</sup> A mother gave each of her sons presents, mostly amounts of silver. The first received a specifically named slave and ten shekels of silver. For the second son is stated ‘ten shekels and another ten shekels for S., his brother’, though in fact the text on the envelope reads, ‘the bride-price of the wife whom he has married, for S., his brother’. The third brother received fifteen shekels. One would have expected that the first brother would receive the bride-price for his younger brother who would eventually marry, but that is not what the text says. Not one of a second group of three children (perhaps from a second marriage) was allowed to challenge this.<sup>70</sup> According to a deed of inheritance from Kisurra a son received twenty-eight shekels of silver in the form of rings from his mother as an ‘extra amount’. This was probably intended for a marriage.<sup>71</sup> According to an Assyrian deed of inheritance concerning three brothers, the two married brothers had already received five homers of barley as a bride-price (*zubullū*) and they each owed the youngest two and a half homers.<sup>72</sup>

Provision was sometimes also made for future *dowries*, i.e. what the bride received from her father. An Old Babylonian deed of inheritance lists a number of household utensils, things which would be typical for a father to give his daughter as a dowry.<sup>73</sup> In the Neo-Babylonian period brothers had to look after their sister by giving her a litre of bread every day ‘until they will give her to a husband’.

65 CT 6 37b (VAB 5 212) (*kīma dam aḥāzim*) with Westbrook, OBML, 35 n. 50, 38b, 117.

66 Cf. R. Harris, *Ancient Sippar* (1975) 216; W. Schwenger, MVAG 19/3 (1914) 119 f.

67 AUCT V 36 in Westbrook, OBML, 112b (*ana aššatim aḥāzim*).

68 UET 5 271 (Ur) with Westbrook, 133b (nam.dam.a.ni in.ba.e.en in.ne.sum).

69 TIM 4 4:30–34 with E. Prang, ZA 67 (1977) 221, 230 f.; ZA 70 (1980) 49.

70 Tell Sifr 35:4–5 / 35a:4–6 with D. Charpin, *Archives familiales* (1980) 222 f. and 76; cf. Westbrook, OBML, 126 (translation only). The text on the envelope (35a:5) says *aššatam ša iḥuzu* (pret-erite) which can be translated as ‘the wife whom he could eventually marry’.

71 B. Kienast, *Kisurra I* (1978) 57 f. (§ 79), on no. 90.

72 OIP 79 Plate 82 (Tell Fakharijah) with C. Saporetti, *Geo-Archeologia* 1984–2 p. 44.

73 YOS 5 106:23–29. So here no bride-price.

In addition they had to set aside twenty shekels of silver as her dowry, plus the interest which would accrue.<sup>74</sup>

### 3.2.4 The bride-price goes to the woman

A more-or-less universal development is for at least a part or perhaps the whole of the bride-price to be passed on to the woman.<sup>75</sup> Islam had a modernising influence in this respect, for the Qur'an says clearly: 'Give the woman the bride-price as a gift' (Qur. 4:4). The Akkadian expression for this action was 'to fasten the bride-price into the hem', which means into the hem of the woman's garment.<sup>76</sup> We have already seen that this rule applied already in the Old Babylonian period to nuns who married, and that high amounts were involved. Twenty or thirty shekels was possibly the whole of the bride-price,<sup>77</sup> and the adopted children of the woman could inherit this.

Recently S. Démare-Lafont presented a new proposal.<sup>78</sup> The initiation of a marriage is based on a 'contract' recording the payment of the 'bride-price' obliging the groom to engender children ('une promesse de maternité'). Only when a child is born will the marriage be finalised and become an 'institution'. It is then that the bride-price is returned to the husband automatically, a restitution attested only in Sippar. We have seen earlier in this chapter that such a restitution is rare and may constitute a distinct form of marriage (N. Pfeifer). It cannot be the basis for the general theory now proposed.

This shows how the meaning of the bride-price had begun to change. From the end of the Old Babylonian period it was no longer a disguised price for a woman but a sum of money that the married woman could have in reserve for emergency situations, such as the death or disappearance of her breadwinner. This thought is reflected in the phrase 'to fasten it into her hem'. It was her private possession and the greatest right her husband would have to it would be to enjoy

<sup>74</sup> C. Wunsch, *Urkunden zum Ehe-, Vermögens- und Erbrecht aus verschiedenen neubabylonischen Archiven* (2003) 48–51 no. 11.

<sup>75</sup> Middle East: W. Plautz, *ZAW* 76 (1964) 315 n. 95.

<sup>76</sup> H. Petschow, *RIA* III (1968) 321f., in art. 'Gewand'; M. Malul, *Studies in Mesopotamian legal symbolism* (1988) 179–197; *BiOr* 43 (1986) 23–25; R. Westbrook, 'Mitgift', *RIA* VIII/3–4 (1994) 276a.

<sup>77</sup> The literature is rich: A. van Praag, *Droit matrimonial*, 136–138; R. Yaron, *The Laws of Eshnunna* (1989) 176–179; R. Westbrook, *OBML*, 99f.; Wilcke, 'Familiengründung', 265f., n. 83.

<sup>78</sup> S. Démare-Lafont, 'Le mariage babylonien – une approche historiographique', *ZABR* 18 (2012) 175–190.

its usufruct. During a marriage ceremony, which was acted out in a magical ritual, the bridegroom promised:

I shall fill your lap with gold and silver. You are my wife. I am your husband.<sup>79</sup>

Divorce would have been an emergency situation and Old Babylonian contracts name the amount which the man would have had to pay if he had decided to go down that road. The amount he would have to pay would be almost the same as the top bride-price of the time.

The Middle Assyrian laws may also have stipulated that the bride-price belonged to the woman, but that is still not sure (§ 38).<sup>80</sup> But that was the situation in Nuzi. There part of the bride-price could sooner or later be ‘fastened into the woman’s hem’.<sup>81</sup> However, this is mentioned in only four of the fifty-four marriage contracts we have and the wording is slightly ambiguous.<sup>82</sup> N. Pfeifer takes a different line.<sup>83</sup> The texts state that the woman could always ‘choose the money and go away’. So if she remarried she could keep it, but would lose all claim on the husband’s family possessions. She would have to leave ‘naked’, having only her ‘hem’. In Nuzi she did not even keep her dowry, for that was reserved for her children. But what was in her ‘hem’ was her own. Possibly this rule only applied to wealthy families.

K. Grosz distinguishes two different patterns for giving the bride-price and dowry in Nuzi, which conflict with each other. We have seen that there the bride-price in most cases was received by the brother(s) of the bride. Ethnology shows that in other cultures the bride-price could be used by the family of the bride to help their own sons in turn to marry a wife. This could be the explanation for the situation in Nuzi.<sup>84</sup> The dowry, on the other hand, was the inheritance that the daughter received from her father and which she had to pass on to her children. Grosz thinks that sometimes the bride-price was passed on to the woman and

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**79** M. Malul, *Studies in Mesopotamian legal symbolism* (1988) 191–193. In the footnotes: the Jewish *mohar* had or acquired the same meaning.

**80** Advocated by G. Cardascia, *Les lois assyriennes* (1969) 193–195; opposed with grammatical argumentation by C. Saporetti, *Geo-Archeologia* 1984–2, 40 (one expects *zakuat*).

**81** K. Grosz, *SCCNH* 1 (1981) 170 f., with Table 3, ‘Indirect dowry payments’; Westbrook, ‘Mitgift’, 278 f.

**82** J. Paradise, *JCS* 32 (1980) 205–207; 39 (1987) 23 n. 66.

**83** N. Pfeifer, ‘Das Eherecht in Nuzi: Einflüsse aus altbabylonischer Zeit’, *SCCNH* 18 (2009) 355–420, esp. 404–409, 416.

**84** Jack Goody; see K. Grosz, 163, 178. Texts: Grosz, 175 ff., Table 5; J. Paradise, *JCS* 39 (1987) 21–23.

became absorbed into the man's possessions, as if it were a dowry.<sup>85</sup> That could happen on the birth of a child. C. Zaccagnini points out that it was generally twenty shekels (half the normal bride-price of forty shekels) which 'was fastened into the hem of the garment'. In his opinion this happened if no dowry had been given.<sup>86</sup> What is much easier to understand is the 'indirect dowry' in Emar (Syria). There the man would 'return the dowry to her'.<sup>87</sup> G. Beckman comments on the bride-price, which he calls 'bridewealth':

The family of the groom pays bridewealth (Sumerian *níg.mí.ús(sa)*, Akkadian *terḫatu*), to that of the bride. Sums of 30, 40, 60, and 100 shekels of silver are attested for the bridewealth. In turn, a portion of this silver is often bestowed upon the girl by her father as the entirety or part of her dowry, a rebate of bridewealth which anthropologists refer to as 'indirect dowry'. Perhaps because of the common utilization of this practice at Emar, there seems to be no terminological distinction between 'bridewealth' and 'dowry' in the texts from this site. That is, the same Sumerogram serves for both types of payment.<sup>88</sup>

From the texts from Ugarit and Alalāḫ in Syria it is clear that the bride-price was the property of the wife. She was allowed to take this with her in the event of divorce.<sup>89</sup> In the Neo-Assyrian royal inscriptions everything is confused. Daughters of conquered nations in Asia Minor arrived in Nineveh 'with a considerable bride-price', alternatively translated 'with a considerable dowry'.<sup>90</sup> After this, the word *terḫatu* disappeared from the language. Neo-Assyrian texts simply speak of 'her silver', meaning the price that was paid for her.<sup>91</sup> In the Neo-Babylonian period the word for bride-price completely disappeared as an item of vocabulary.<sup>92</sup>

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**85** Grosz, 172, 179.

**86** C. Zaccagnini, *Studies E. Bresciani* (1985) 600–602.

**87** J. J. Justel, NABU 2008/67.

**88** G. Beckman in M. W. Chavalas, *Emar* (1996) 69.

**89** Westbrook, 'Mitgift', 279b, § 3.3.3; A. F. Rainey, *Or. NS* 34 (1965) 18; *Handbook of Ugaritic studies* (1999) 475 f.; I. Márquez Rowe in: *A history of Ancient Near Eastern law I* (2003) 709 (AT 92), 725 f. (Ugarit).

**90** R. Borger, *BIWA* (1996) 29 A ii 70, variant F i 73, etc.; with Borger, 29, 216 B § 16.

**91** K. Radner in: *A history of Ancient Near Eastern law II* (2003) 895.

**92** B. Meissner, *BuA I* (1920) 169 f., K. Radner, *Die neuassyrischen Privaturkunden* (1997) 142 (with n. 717). A price is meant in *Nebk.* 101, where a payment is made by giving a slave and 30 shekels of silver. Here a slave-girl, brought up as a daughter, is given into marriage by her 'mother' without a bride-price. See C. Wunsch, *Urkunden* (2003) 6 n. 22. Otherwise G. van Driel: 'For once we might think of a romantic marriage': the young man wants the girl at all price and compensates the 'mother'; in: M. Stol, *The care of the elderly in the Ancient Near East* (1998) 188. See now B. Still, *The social world of the Babylonian priest* (2016) 45.

According to a marriage contract in the Jewish colony of Elephantine a bride-price (*mhr*) of five shekels was simply added to a dowry (*tkwnh*) of twelve shekels and it was augmented further by clothing and household goods brought in by the woman. The bride-price itself was therefore very small.<sup>93</sup>

In cases where a girl had been adopted with the intention of marrying her off, there are a number of instances in Nuzi of someone designated to benefit from any interim usufruct of the bride-price which had been paid. The expression used can be literally translated as ‘he is allowed to eat the silver’. Depositing a woman’s money in this way with a man happened on many occasions, and we know of a case in Emar where a brother once went too far when ‘eating the silver’. He completely used up the bride-price or dowry of four of his sisters and he was accused in court in the presence of the king.<sup>94</sup>

Laban’s daughters Rachel and Leah reproached their father for doing the same. They asked,

We no longer have any share in our father’s house. Does he not look on us as strangers, now that he has sold us and used the money paid for us (lit. ‘he has eaten our silver’)? (Genesis 31:15).

The money they refer to must have been their dowries. That could have been the reason that Rachel stole the family gods (*terafim*). If they were in her possession she and her children would be guaranteed the right of inheriting her father’s wealth.<sup>95</sup> We will see later that we often find evidence of fraud with the dowry in the Neo-Babylonian period.

### 3.2.5 Marriage as a sale

In the Babylonian patriarchal society a woman was transferred from the authority of one man to that of another, from that of her father to that of her husband. Male authority has been accepted as natural until recent times, with the man as the head of the family. In Babylonia that made a woman an item in marriage transactions, and paying a bride-price made the marriage a commercial event. That was

<sup>93</sup> Cowley, AP no. 15 (ca. 440 B. C.), with J. A. Fitzmyer, *A wandering Aramean. Collected Aramaic essays* (1979) 248; cf. 270 n. 15 (10 shekels as bride-price; over 20 shekels as dowry).

<sup>94</sup> J. G. Westenholz, *Cuneiform inscriptions in the Bible Lands Museum. The Emar tablets* (2000) no. 3; TUAT NF 1 (2004) 153 f.

<sup>95</sup> J.-P. Vita, ‘The patriarchal narratives and the Emar texts: a new look at Genesis 31’, in: L. d’Alfonso (etc.), *The city of Emar among the Late Bronze Age empires* (2008) 231–241.

how it used to be, and even now among some contemporary societies people still wish to see it like that.

In the nineteenth century many scholars followed an evolutionist outline of history. Originally society was matriarchal and no bride-price was paid. Presumably that remained the case in matriarchal societies. The transition to a patriarchal society involved carrying off women to marry them. This is what the Romans boasted of (*Raubehe*). Later the woman was often ransomed from the clan by her father by paying a bride-price.<sup>96</sup> Even after marriage had lost the nature of a sale, money still changed hands. In principle that money was paid by the man's family to that of the girl, but many variations were possible. The most significant variant was that the father of the girl could give this price to his daughter as a dowry. J. Goody, who wrote a short description of this, called the 'bride-price' given by the parents of the man or by the man himself to the father of his intended bride an 'indirect dowry' when it was passed on to the woman. Anything else she received from her father was a 'direct dowry'.<sup>97</sup>

A recent survey of ethnological opinion shows that the bride-price is still seen to belong to a certain phase in human societal development.<sup>98</sup> In agnatic societies (both patrilinear and matrilinear) a girl was married off outside the tribe (exogamously) and the bride-price was seen as a compensation for losing her labour. When arable farming was involved, where a woman was considered to be less productive, the bride-price gave the man a right to children, who would mature as valuable workers. Coupled with agriculture was the practice of living with the father's family (patrilocality) and owning private property. This led to the acquisition of several wives and then a wife became an economic asset herself. She became the object in a process of exchange (*Frauentausch*), according to the author. Such an exchange of women borders on a sale, for exchange amounts to a commercial transaction.

Everywhere we find a strong aversion to the thought that marriage was a sale. Sometimes it still is a sale, and the terminology used in many cultures seems to suggest that the idea is accepted. We shall not go further into these arguments but concentrate on what the situation was in Babylonia.<sup>99</sup>

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<sup>96</sup> P. Gregorius, *Etnologie van de niet-Westerse volken. Verwantschap en huwelijk* (= Prisma Compendia, 17) (1965) 166 (G. A. Wilken); W. Plautz, ZAW 76 (1964) 298.

<sup>97</sup> Jack Goody, *The development of the family and marriage in Europe* (1983) 240 ff., 'Appendix 2. From brideprice to dowry?'

<sup>98</sup> Uwe Wesel, *Der Mythos vom Matriarchat* (1980) 134 ff., 'Brautpreis und Frauentausch'.

<sup>99</sup> In general: Gregorius, 164 ff. (VIII. De Bruidsprijs). Babylonia, latest discussion: N. Pfeiffer, SCCNH 18 (2009) 383–393, 417.

### 3.2.6 The views of a lawyer

In 1917 the renowned German legal historian Paul Koschaker contended that Babylonian marriage was based on a sale. He did not resort to any evolutionary scheme but merely paid attention to the legal process. Gradually criticism of his ideas was voiced, chiefly by A. van Praag (1945), and towards the end of his life Koschaker forcefully repeated his opinion, introducing an important refinement to his argument.<sup>100</sup> He distinguished between two types of sale. Firstly there was the sale or purchase of large objects, such as fields and houses, which normally took place within the seller's own community. In these transactions payment and transfer did not need to take place at the same point in time. The second form of sale, which received most attention, was that of small objects which were often traded between strangers. For these payment and transfer occurred at the same time as a cash payment. Koschaker compared marriage with the first type of sale. Firstly a payment was made, the bride-price, and later the item purchased was transferred, *treditio puellae*, the girl was handed over. In anticipation of these transactions there would have been a promise to marry, the betrothal. In the Hittite Laws, and the old laws of Sweden, a distinction was made between 'promising' and 'binding' the parties to an agreement by the payment of a bride-price. At the beginning and at the end of his article Koschaker says with some emphasis that his interpretation is purely a formal legal explanation, as might be expected from him as a jurist. He sets out the objective legal structure of marriage as being one of sale. This explanation in no way meant that the peoples in question actually regarded the woman like some beast they had bought, or that they would have treated her as such. The modern reader may be assured of this. On the last point the fundamental criticism is the one offered by R. Westbrook, who thinks that 'the mechanics of sale cannot be separated from its function'. All sales implied a transfer of ownership.

Even so, it is easy to see the bride-price like a purchase price. Sometimes the value is demonstrably that of a young slave-girl. The expression the 'price of virgins' occurs in Old Assyrian marriage texts.<sup>101</sup> A girl is transferred by her mother and brothers for the price of fifteen shekels to an Assyrian. He had only to promise that he would not marry a second wife in four important Anatolian cities.<sup>102</sup> Four brothers each give a sister in marriage. With the profit they were

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**100** P. Koschaker, 'Eheschliessung und Kauf nach alten Rechten, mit besonderer Berücksichtigung der älteren Keilschriftrechte', *ArOr* 18/3 (1950) 210–296.

**101** As in AKT I 77; R. Rems, *WZKM* 86 (1996) 357 f.

**102** C. Michel, *TPK* no. 161.

able to trade (*makāru*, an Akkadian word related to English ‘mercantile’).<sup>103</sup> In one Old Babylonian contract a girl is literally purchased from her father to be a second wife. The price was five shekels of silver, which is exceptionally low for a slave, but matches a standard bride-price.<sup>104</sup> In addition we have a passage in a hymn to the god Ḫendursanga, where the writer speaks of buying a cow, a sheep, a slave, and taking (*tuku*) a wife, all in the same breath.<sup>105</sup> Even in the Gospels buying a field and oxen and marrying a woman are all lumped together (Luke 14:18–20). Performing work instead of paying money, a system not known to Koschaker, was a variant on sale. This last article by Koschaker is hardly ever mentioned but it should be taken to heart.

Only a few scholars agree with Koschaker’s approach. W. Plautz, who studied marriage in the Old Testament, is one who does agree and reinforces once more three points made by Koschaker: he is only concerned with the legal structure; the use of the model for the sale of large objects supposes a higher estimation of the woman; the terminology used for making a sale is not used in marriage negotiations. No-one ever says, ‘I have bought a woman’.<sup>106</sup> Y. Muffs has pointed out that both in Elephantine and Old Babylonian texts we find the comment, after the payment of the bride-price, that ‘the heart’ of the father of the bride was ‘good’, in other words, that he was satisfied. This phrase is well-known in sale contracts and in his opinion it supports the idea that sale was indeed the legal form used in Old Babylonian marriage transactions.<sup>107</sup> We would add that the laws and contracts from this period punish by execution any initiative attempted by the woman to get divorced. She was understood to have been sold, so she could not free herself. B. Landsberger sees the word *terḫatu* as a general expression, the woman’s price, which was paid whenever there was still no actual bridegroom on the scene.<sup>108</sup> Indeed in the case of ‘adoption matrimoniale’ (see Chapter 16) a very young girl was almost bought from her parents on payment of a *terḫatu*. C. Wilcke rejects the cash payment theory but admits that the bringing of presents earlier can perhaps be seen as an expectation of ‘cash on delivery’.<sup>109</sup> He points out that

103 Archivum Anatolicum 1 (1995) 5, 7 no. 2, with p. 2.

104 CT 8 22b with M. Stol, *Studies A. Skaist* (2012) 140 f.

105 D. O. Edzard, C. Wilcke in: *Studies S. N. Kramer* (1976) 156–161, lines 234–236.

106 W. Plautz, *ZAW* 76 (1964) 311, cf. 317.

107 Y. Muffs, *Studies in the Aramaic legal papyri from Elephantine* (1969) 53–55, 84–86.

108 *Symbolae M. David* II (1968) 93 f. He agrees with Koschaker, although he rejects his subtleties (‘Zuspitzungen’). Cf. R. Yaron, *ZSS* 109 (1992) 66 f.

109 ‘Familiengründung’, 256.

by bringing presents the bridegroom or his father is placing an obligation on the father-in-law (not on the bride herself). Koschaker saw it differently.<sup>110</sup>

The criticisms levelled against Koschaker are based more or less on legal history or sociology. New solutions have been offered in these fields. Disagreement among legal historians was focused chiefly on the original meaning of the bride-price and therefore of the marriage. However all parties freely admit that the bride-price may have developed into something completely different.

First we should examine the criticism by legal historians and the alternatives. We find the longest list of objections, eight in all, in the dissertation of my fellow-countryman, A. van Praag, which he wrote during the Second World War.<sup>111</sup> Others agree with him on many points.<sup>112</sup> A. van Praag refers to the legal principle *non consensu sed re contrahitur*, it is not through agreement but through something concrete that a commitment is entered into.<sup>113</sup> Making an agreement is not enough in itself. There must be something tangible (*res*) which is transferred, however insignificant. The bride-price was originally used for this, and it could deteriorate into a very small amount. In Roman law the phrase used is *nummo uno*, 'for one cent'.<sup>114</sup> The Talmud shows that the bride-price shrank to the symbolic value of one *peruta*.<sup>115</sup> If van Praag is right, we should see the opposite development taking place in Babylonia, with a symbolic amount developing into the full value of a woman. Incidentally, van Praag's idea, that in practice the *pretium virginitatis* was the price of giving up her virginity, is completely wrong.<sup>116</sup>

R. Westbrook also dismissed marriage as a form of sale, but sees an analogy with adoption.<sup>117</sup> The keyword is the 'taking' (*aḥāzu*) of the girl, that is to say, acquiring power over her.<sup>118</sup> She went from the authority of her parents to that of her husband and in the process received the status of a wife (*aššūtu*). In adoption the person is also 'taken' (but then the word used is *leqû*) and there the legal status is also altered, for he becomes a child (*mārūtu*). But only marriage involves the payment of a 'price'. It does not give the purchaser any property, but it does

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110 ArOr 18/3 (1950) 216 ff., on the 'dingliches Recht des Bräutigams auf die Braut' (not discussed by Wilcke).

111 A. van Praag, *Droit matrimonial* (1945) 138–144.

112 Driver and Miles, *The Babylonian Laws I* (1952) 259–265; Westbrook, OBML, 53–58.

113 *Droit matrimonial* (1945) 146–148; accepted by Driver and Miles, 264 n. 2.

114 R. Yaron, *The Laws of Eshnunna* (1989) 175 f.

115 W. Mehlitz, *Der jüdische Ritus in Brautstand und Ehe* (1992) 141, who refers to Qidd. 1a.

116 R. Westbrook, OBML, 59b. – This supposed *pretium pudicitiae* in the Old Testament is a more widely held idea, rejected by Plautz, ZAW 76 (1964) 299 f., 302.

117 OBML, 58–60; also 84 f.

118 In the West-Semitic world to 'take' into marriage is named *leqû*; M. V. Tonietti in: *Memoriae Igor M. Diakonoff* (2005) 259.

grant the right to ‘take’ her, to have control over her, according to Westbrook. At the same time the parents give up their control. The ‘taking’ itself is a phase yet to come, for at this point what is concerned is only the right to do the ‘taking’. We note that Westbrook’s idea only works for marrying off a young woman out of a family. Whenever an independent woman married, it was as much a matter of status as of contract and there was no question of a bride-price.

W. F. Leemans does not accept Westbrook’s theory. He cannot understand the reason for a payment in the case of adoption, and goes on to say that marriage was an older institution than adoption. Marriage can therefore not have been modelled on adoption. Moreover Leemans thought that sale came later than marriage, so marriage as a sale would also have been impossible. He saw the bride-price as compensation for the loss of labour.<sup>119</sup> E. Lipinski agrees with this view and it is one also expressed by modern ethnologists.<sup>120</sup>

Yet another view is that the bride-price functioned as a ‘security deposit’ during the betrothal period. If the young man were to walk away, he would lose it. This explains the low amount asked.<sup>121</sup> This explanation however only partly works as one would expect the deposit to be given back at the wedding, but this did not happen.<sup>122</sup>

### 3.2.7 The views of an ethnologist

This subject can be explored also through ethnology, especially regarding the importance of exchanging gifts. The bride-price then becomes primarily a gift in exchange for receiving something one wants to possess. Presents have a personal quality and create an enduring relationship, and appropriate reciprocation is expected.<sup>123</sup> In Babylonia this was represented by the bride-price and the dowry. We can say that in principle this approach is perfectly feasible.<sup>124</sup> We saw that the king of Mari sent a present for the bride herself and for her mother in Aleppo. In the Old Testament Abraham’s servant also brought all sorts of things with him

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119 Tijdschrift voor Rechtsgeschiedenis 69 (1991) 140.

120 E. Lipinski, *Šulmu* (1988) 174, 188.

121 A. Tosato, *Il matrimonio israelitico* (1982) 104 (‘cauzione’). Cf. J. Goody, *Die Entwicklung von Ehe und Familie in Europa* (1989) 256 f.

122 Plautz, ZAW 76, 302, under 2.

123 J. Pedersen and M. Burrows; cf. Plautz, ZAW 76, 306–308.

124 J. M. Renger, *Or. NS* 42 (1973) 265–273; F. M. Fales in: S. Moscati, *L’Alba della Civiltà I* (1976) 206–209; the writings of C. Zaccagnini; M. I. Finley, ‘Marriage, sale and gift in the Homeric world’, in his *Economy and Society in Ancient Greece* (1982) 233 ff.

(Genesis 24). Certainly, when the marriage had lasted for some time, and the man would still be giving presents to his wife (Assyrian *dumāqū*), any evidence that a sale might have been involved is hard to find.<sup>125</sup> Still, the texts show that some attention was paid to the reciprocal value of the gifts. This is precisely the reason that lists of gifts were made, as we see demonstrated in the correspondence between the kings of Western Asia and the Pharaoh.<sup>126</sup> C. Zaccagnini shows that we cannot draw conclusions on the basis of a model where gifts have a purely social function.<sup>127</sup> The texts from Mari are somewhat more specific. We find there two beautifully preserved surveys of the dowry (*nidittu*) which Princess Šimātum received, when she was married off to Ḫaya-sumû, king of Ilan-šura.<sup>128</sup> The values of the goods were in each instance calculated in shekels of silver, so that the total value might be worked out. Here it was almost twelve minas of silver.

This value varied greatly from marriage to marriage. The most costly dowry we know from this period is the one which the king of Qatna gave to his daughter, Bēltum, when she went to marry Yasmaḥ-Addu of Mari. That came to ten talents of silver or 600 minas. Possibly this excluded five talents for the value of her clothes. Calculating the value of the dowry in silver was necessary, for it would be compared with the value of the bride-price which the other family was paying. In this case we know that the bride-price paid for this princess was four talents of silver. This is what King Samsi-Addu said in a letter to his son Yasmaḥ-Addu, the bridegroom.<sup>129</sup>

For this reason in French the dowry is called the *don* and the bride-price the *contre-don*.<sup>130</sup> In general the bride-price was much smaller than the dowry. In Mari it could be half the value of the dowry.<sup>131</sup> We see this also in the marriages of ordinary citizens. We could be speaking here of the first instalment, and the princess counted on a regular stream of presents from her spouse.

Ethnologists have various insights which may help us. We often see that the dowry is really the inheritance of the girl. She received it in this form from her

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**125** Cf. Plautz, ZAW 76, 316 f.

**126** On the wider context of gifts, reciprocity and the recording of the gifts, see J. J. Janssen, Göttinger Miscellen 48 (1981) 66.

**127** C. Zaccagnini, 'On Late Bronze Age marriages', in: *Studi E. Bresciani* (1985) 593–605; contra F. Pintore.

**128** ARMT 22 322 and ARMT 25 603, with B. Lafont in Durand, *La Femme* (1987) 118 f., 122 f. Portions of them in ARM 31 nos. 27, 28. On the conversion of the value of goods in gold of silver, see F. Joannès, RA 83 (1989) 115. The equivalency gold-silver is normally 4 to 1, but here 5 (or 6) to 1.

**129** ARM 1 46 = LAPO 18 (2000) 171 no. 1006. See W. Horowitz, N. Wasserman, Amurru 3 (2004) 339. They think that a text found in Hazor describes a part of the payments at this marriage.

**130** Lafont, 115 n. 10.

**131** Lafont, 120 n. 20.

father before his death. This allowed the father to determine the extent of his gift, regardless of the value of the bride-price.<sup>132</sup> We see this at work in the later Neo-Babylonian period. However the situation in Nuzi was quite the reverse. There the bride-price was higher than the dowry. K. Grosz points out that in India giving a dowry is customary among rich families and paying a bride-price is common among the poor. The latter may also be a disguise for selling one's own children. In Nuzi giving a dowry was also typically done by the higher classes. For the poor, the bride-price they received was an important source of income. They could not afford a dowry of their own but used some of the bride-price as an 'indirect dowry'. If these poor people had to give a dowry, their profit lay in the difference between it and the bride-price.<sup>133</sup>

It seems that as early as the betrothal some or all of the dowry would be made over to the man. We see this in a few divorces which must be regarded as provoked by a breach of promise. In one case nineteen shekels of silver had to be given back by the man and in another the situation had to be reverted so everyone was in the same position as before.<sup>134</sup> We have seen that the Babylonian law-books speak comprehensively about what should be done with the dowry and the bride-price during the betrothal and the marriage if something went wrong, such as a breach of the agreement, death or childlessness. Van Praag suggests that the following principle applied: as long as no child had been born in the marriage, the wedding gifts could be taken back by the families.<sup>135</sup> The close relation between the bride-price and children is also mentioned in ethnological studies, which led J. Goody to repeat the dictum, 'bridewealth is childwealth'.<sup>136</sup>

### 3.3 The dowry

We shall now pay attention to the gift which the woman received from her father.<sup>137</sup> In Sumerian texts it is called *šusumma*,<sup>138</sup> and in Old Babylonian *nudunnû*, 'gift'.

**132** Jack Goody, cf. K. Grosz, SCCNH 1 (1981) 161–163.

**133** K. Grosz in: A. Cameron, A. Kuhrt, *Images of Women in Antiquity* (1983) 193–206. Grosz views both institutions as mutually exclusive, based on social class differences. Cf. Grosz, *The Archive of the Wullu family* (1988) 21 f.

**134** BE 6/2 47; CT 45 86, according to Westbrook, OBML, 70b. The interpretation of the first case is uncertain: it should not be situated in the period of betrothal.

**135** *Droit matrimonial*, 133.

**136** Uwe Wesel, *Der Mythos vom Patriarchat* (1980) 99, 135. Cf. P. Gregorius, 170, 3.

**137** R. Westbrook, 'Mitgift', RIA VIII/3–4 (1994) 273–283.

**138** S. Greengus, HUCA 61 (1990) 35 n. 48.

We have called it the dowry (German *Mitgift*, French *dot*). Strangely enough the law-book of Hammurabi uses the word *šeriktu* ‘present’, possibly following the terminology found in the laws of Lipit-Istar which has a similar-sounding Sumerian word.<sup>139</sup> The Middle Assyrian laws also speak of a ‘present’ (*širku*).<sup>140</sup>

A number of texts shed light on what was in the dowry. It was chiefly made up of household goods. For a princess who was married off to the son of a high-ranking official in the land of Elam, objects were fashioned in the royal workshops as presents.<sup>141</sup> Items were registered carefully in marriage contracts, which were brought into the house of the other family and had to be recognisable as part of the dowry. Formally the objects were ‘brought into the house of her father-in-law’ and were ‘entrusted’ to her father-in-law. Elsewhere we see that the word ‘to entrust’ is used when fields are entrusted to a woman. It meant that she had the right to the usufruct of the land as long as she lived.<sup>142</sup> In practice neither the father-in-law nor the husband was the owner of the fields. One has the impression that the dowry was handed over all at once. However one text defines ‘a three-year-old cow, six headdresses’ as ‘the rest of the *nudunnû* of the *šugîtu* woman B’. This was to be ‘given to PN, her father-in-law’ within a month, so evidently that was his right.<sup>143</sup> We find the dowry paid by instalments chiefly in Neo-Babylonian texts.<sup>144</sup> This conflicts with the opinion of the sociologist J. Goody, who thought that all of the dowry would have been paid at once by the father directly, not as a phased payment of the bride-price.

Before considering the dowry further, we should give the reader an impression of what a typical dowry might contain. The example given below was a sizeable dowry, given by a rich family and intended for a nun in the service of the god Marduk. These nuns were allowed to marry.

Two (named) slave-girls, 6 shekels of gold as her ear-rings, 1 shekel of gold as her necklace, 2 bracelets of silver weighing 4 shekels, 4 finger-rings weighing 4 shekels, 10 garments, 20 head-dresses, 1 cloth of shorn wool, 2 upper garments, 1 leather bag, 1 ox, 2 three-year-old cows, 30 sheep, 20 minas (10 kg) of wool, 1 copper cauldron of 30 litres, 1 grindstone for fine flour, 1 grindstone for coarse flour, 1 bed, 5 chairs, 1 dressing-case, 1 ... -basket, 1 basket with sundry articles, 1 closed basket, 1 round basket, 60 litres of sesame-oil, 10 litres of

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**139** P. Koschaker, *Rechtsvergleichende Studien* (1917) 177 ff., and C. Wilcke, *Studies F.R. Kraus* (1982) 440, see this change of terminology as an innovation.

**140** In a law of Ur-Nammu this ‘gift’ (sag-rig<sub>7</sub>), not the dowry but ‘extradotal’, could be given to the married daughter and when she dies, her husband can keep the gift until he marries again; M. Civil, CUSAS 17 (2011) 249 §B8, with 270 f.; C. Wilcke, *Festschrift J. Krecher* (2014) 556 f.

**141** BIN 9 438 with M. van de Mieroop, *Crafts in the Early Isin period* (1987) 108 f.

**142** CT 48 20 rev. 5–10.

**143** CT 48 84 with Wilcke, ‘Familiengründung’, 269.

**144** M. Roth, *Babylonian marriage agreements* (1989) 8 f.

first-rate oil in a flask, 1 table ‘with a head’, 1 ..., 2 combs for wool, 3 hair combs, 3 spoons (for make-up), 2 ... of the loom, 1 container filled with spinning equipment, 1 small pot-rack, 1 woman NN, her sister, 1 NN.

All this is the dowry of Liwwir-Esagila, the nun of Marduk and the *kulmašitu*-nun, the daughter of Awil-Sîn, which Awil-Sîn, her father, the son of Imgur-Sîn, gave to her and had brought into the house of Utul-Ištar, head of the temple of Ištar, for his son Warad-Šamaš.<sup>145</sup>

Mentioning ‘her sister NN’ towards the end of the document was important, for this is the woman who would bear children for the nun. She would have been a simple girl, adopted as a sister just for this purpose, a *šugîtu*. We will return to this in Chapter 5, which deals with the second wife.

Part of the dowry could be given in land according to some Sumerian texts.<sup>146</sup> A simple list of silver, slaves and household goods could also conceivably have been someone’s dowry. One Sumerian list ended with the general term ‘gift’, and an Akkadian list summarised it as what the woman had brought to her father-in-law,

This is what Rubatum (a woman) brought into the house of her father-in-law PN.<sup>147</sup>

An Old Babylonian letter from a small town gives the verdict by the judges from the capital city, Babylon, about the restitution of a dowry. The fact that the high court dealt with it and informed a lower court points to a possible appeal to higher authority. The affair is also somewhat unusual. We see the mother of a married woman acting for her, and not her father. Perhaps he had died. The mother, Mattatum, had given the dowry to her daughter and won the case. Possibly her daughter’s husband was also dead and she was reclaiming it from his father.

Speak to Muḥaddûm, ‘Thus say the judges of Babylon: May Šamaš and Marduk keep you in good health! Concerning the lawsuit of Ilšu-ibbišu, son of Warad-Sîn, and Mattatum, we have seen their case and we have initiated proceedings against them according to the regulations of our lord and we have said to return to Mattatum all the dowry (*nudunnû*) that Mattatum had given to her daughter and had brought into the house of Ilšu-ibbišu. We have despatched a soldier with her. Let them give to Mattatum all the slave-girls and the children they (meanwhile) have borne (lit. all that is living which can now be seen)!’<sup>148</sup>

**145** BE 6/1 84 with G. R. Driver, J. C. Miles, *The Babylonian Laws I* (1956) 253, S. Dalley, Iraq 42 (1980) 60 f., C. Wilcke, *Studies F. R. Kraus* (1982) 457 f., TUAT NF 1 (2004) 31. Large dowries: S. Dalley, ‘Old Babylonian dowries’, Iraq 42 (1980) 53–74; L. Barberon, RHD 81 (2003) 8 n. 25.

**146** C. Wilcke, *Early Ancient Near Eastern law* (2003) 64 f.

**147** Sumerian: P. Steinkeller, J. N. Postgate, *Third millennium texts in Baghdad* (1992) no. 7 (term *nig.è.a* = *šûbultum*; *Festschrift B. Kienast* [2003] 561). Akkadian: UET 5 793 (I see this text as a scribal exercise in school).

**148** YOS 2 25 = AbB 9 25.

We learn from ethnology that the dowry also constituted the daughter's inheritance. She received it from her father to take with her and it served her as a form of security for the future. Legally speaking it was a 'pre-mortem inheritance'.<sup>149</sup> A reference to this can be found in the laws of Hammurabi:

If a father awards a dowry to his daughter who is a *šugītu*, gives her to a husband, and records it for her in a sealed document, after the father has died, she will not have a share of the property of the paternal estate (§183).

A 'sealed document' like that may be referred to in another text, about a father and a mother who had given their daughter an amount of household equipment, which she 'had brought into the house of Ili-usati, her husband'. The two sentences that follow, if the text is correctly restored, state, 'They gave her the inheritance (*aplūtu*). Her brothers shall not press a claim'.<sup>150</sup> There is a description of the dowry for L., which ends with 'he (or she) will give the girl L. to a husband'. Evidently the size of the dowry had already been determined long before the girl L. was married off. She had the right to a dowry.<sup>151</sup>

However the power of decision of the woman could be limited. After listing the rich dowry of Geme-Asalluḫi, it was decided that her heirs would be her brother 'and the sons of Geme-Asalluḫi who would come'. The word 'come' is deliberately used. Its meaning is so general that it could also apply to adopted sons. The woman was married, but she had a pious sounding name so she could well have been a nun. In that case she was only allowed to adopt children. The dowry was the inheritance of the woman, but what would happen after her death, was determined from the start. We see that also with an ordinary woman whose husband had died.<sup>152</sup> It is interesting that her father secured in this way an inheritance which would pass through his daughter to the grandchildren. Only then would the 'patrilineal line' be continued.<sup>153</sup>

L. Barberon has drawn attention to the fact that the Old Babylonian dowry was and remained the property of the woman.<sup>154</sup> She was the titular owner and the man was the administrator. If there were problems, as far as possible everything

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**149** Doubts exist about this; A. van Praag, *Droit matrimonial* (1945) 173f. (contra: Westbrook, OBML, 89f.); F. R. Kraus in *Essays on Oriental laws of succession* (1969) 13f.

**150** K. van Lerberghe, OLA 21 no. 72:22f., *i-na(?) -a[d-di-nu](?) aḫ-ḫu-ša ú-ul i-[...]*.

**151** MHET I 11 (Di 723) with L. Barberon in: F. Briquel-Chatonnet, *Femmes* (2009) 284.

**152** S. Dalley, Edinburgh no. 15. Otherwise Barberon, RHD 81 (2003) 7.

**153** Barberon, 10.

**154** L. Barberon, 'Le mari, sa femme et leurs biens: une approche sur la dot dans les rapports patrimoniaux du couple en Mésopotamie d'après la documentation paléo-babylonienne', *Revue historique de droit français et étranger* (RHD) 81 (2003) 1-14.

went back to the wife or her family, and if there were children, they inherited the dowry. There are three marriage contracts where a second ‘father’ of the woman is mentioned, who was ‘responsible for her affairs’. Possibly he supervised things for her family.<sup>155</sup> Or perhaps he was the biological father of an adopted girl. Barberon noted that the father or the brothers of the woman retained the documents concerning the dowry and took the precaution of keeping the evidence so that they could have the right to claim it back if there were no children.<sup>156</sup>

When a married woman became a mother, she was in a strong position. If her husband left her and the children, he also lost the ‘house and furniture’. Sometimes it happened that the dowry was not mentioned. This appeared to be the case for poor families, and in one instance the man promised to ‘clothe’ his wife.<sup>157</sup> We know several details about the gift which a nun (*nadītu*) received from her father. After her death it would pass to her brothers. If the brothers did not fulfil their responsibilities, such as maintaining their sister, then she was able to decide to dispose of it however she wanted. The laws of Hammurabi give this rule about her possession of real estate and earlier legal texts confirm this.<sup>158</sup>

On the other hand, § 178 said about her father that ‘in the tablet that he records for her he does not grant her written authority to give her estate (*warkatu*) to whomever she pleases and does not give her full discretion’. From this we must deduce that the father indeed had the right to do this. Surely this must then not have concerned an incidental gift but the inheritance.

It is said that in Nuzi the dowry was the inheritance of the daughter, but no evidence has been given.<sup>159</sup> Clauses in wills do indeed give daughters an inheritance, but with the proviso that their children should eventually receive it. The dowry called *mulūgu* could even contain real estate but this could not be sold by her.<sup>160</sup> In the Neo-Babylonian period the dowry remained with the woman, but had to remain as an inheritance within the family.<sup>161</sup>

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155 Barberon, 8 n. 24; S. Dalley, *Iraq* 42 (1980) 54 (‘a mediator’); Westbrook, OBML, 33 f. (‘guardian’); L. Barberon, *Les religieuses et le culte de Marduk dans le royaume de Babylone* (2012) 156, 187 (‘the grandfather’). This ‘father’ is attested in BAP 7:25, 29, CT 48 50:12, 29; CT 48 55:8, 29–30, BM 96982:15 (in Seth Richardson, *The collapse of a complex state* II [2000] 233). More in Chapter 16, note 6.

156 Barberon in F. Briquel-Chatonnet, *Femmes* (2009) 273–288.

157 Barberon, RHD 81 (2003) 11 f.

158 CH § 178 f. with R. Harris, *Or. NS* 30 (1961) 163–169.

159 K. Grosz in SCCNH 1 (1981) 161–163, and in B. S. Lesko, *Women’s earliest records* (1989) 171.

160 J. Paradise, *JCS* 32 (1980) 200 f., n. 46; 204 f.

161 M. Roth in Lesko, *Women’s earliest records* (1989) 252.

In the Neo-Assyrian period the girl received a dowry (*nundunû*) from her family, and this word was also used for gifts from her husband, which were made later.<sup>162</sup> In fact these presents were her inheritance paid to her while he was alive. The few texts which speak of this wish to determine the nature and value of these presents. One expensive present was made up as follows: gold and silver objects and costly clothing; household items, such as a bronze bed and a copper chair; ‘trifling items’ made of wood or stone.

In the Neo-Babylonian period we hear no more about the price paid for a bride, and the dowry is now the central theme in the marriage arrangements among the rich. A typical dowry consisted of: silver, land, houses, and slaves; household goods, furniture, textiles and jewellery.<sup>163</sup> In a few late texts the value in silver is given item by item. How these lists are made up is somewhat different and is similar to those for Jewish marriages in Egypt.<sup>164</sup> ‘Silver’ can also stand for the value of bonds and even claims in a commercial partnership which might devolve upon the woman.<sup>165</sup>

The husband would have enjoyed any usufruct from the silver, land, houses and slaves, but that could be a risky business. With poor management a man might dissipate his wife’s dowry, by taking certain items, such as slaves and land, and exchanging them for silver.<sup>166</sup> This happened in the family Egibi, as we shall see later. Loans could be made and large sums of money could disappear. Lawsuits were brought by widows with such complaints.<sup>167</sup> As early as in the Old Babylonian period such deceptions used to occur. A woman was imprisoned ‘on account of her father’, because of his debts. When she was released she found that her husband had in the meanwhile taken another wife and had squandered

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**162** K. Radner, *Die neuassyrischen Privatrechtsurkunden* (1997) 163 f.

**163** M. T. Roth, ‘The material composition of the Neo-Babylonian dowry’, *AfO* 36–37 (1989–90) 1–55; K. Abraham, ‘The dowry clause in marriage documents from the first millennium B.C.E.’, *CRRAI* 38 [Paris] (1992) 311–320, with C. Wunsch, *Urkunden* (2003) 29 n. 6.

**164** Abraham, 312, 315.

**165** G. van Driel, *Phoenix* 38 (1992) 35.

**166** M. T. Roth calls this ‘dowry conversions’. M. Jursa, *Das Archiv des Bel-remanni* (1999) 37, says ‘Mitgiftkonvertierungen’. Cf. Wunsch, *AfO* 42–43 (1995–96) 43a; F. Joannès, *Archives de Borsippa* (1989) 46; CTMMA III (2000) no. 133 (‘instead of the dowry’).

**167** Wunsch, *Urkunden* (2003) 37 f.; Wunsch, *Die Urkunden des babylonischen Geschäftsmannes Iddin-Marduk* (1993) 68 n. 263; M. Roth, *JCS* 43–45 (1991–93) 11–20; *A history of Ancient Near Eastern law II* (2003) 941 f. Another example of a son-in-law with debts: G. van Driel, *Phoenix* 38 (1992) 34.

all her dowry. She demanded it back, and the man admitted the extent of the loss of the dowry, and the marriage was ended.<sup>168</sup>

From the Neo-Babylonian period there is a similar case. In it a widow demanded the return of her dowry from the son of the first wife of her husband. He had lost a great amount. Even the dowry of the first wife had been used up, valued at 1.5 minas. Both women now received compensation from the tiny amount of land and a few slaves belonging to the man, three quarters and one quarter of what remained respectively. The judges decided that he was penniless and so his wife would have to maintain him.<sup>169</sup> This misappropriation of assets where the husband was caught ‘dipping into the till’ must have been a problem throughout the generations. In Emar a brother ‘devoured’ the dowry set aside for his four sisters and was brought before the king for judgement.<sup>170</sup>

However, in the Neo-Babylonian period a part of the dowry called ‘the basket’ (*quppu*) was set aside for the woman alone. It was a quantity of silver, or sometimes gold.<sup>171</sup> Once we hear of ten minas for the woman, of which three were placed ‘in the basket’. The seven remaining were left for the male to deal with.<sup>172</sup> The main household effects consisted of the basket, a bed, a chair, and two stools.<sup>173</sup> The woman could also receive slaves for her own use (the *mulūgu*).

In Borsippa it was women who lent out money. If this was for longer than nine months the interest was 20 % and a security was required. The short-term loans which concerned small amounts were not so strict. One assumes that the women used the money from their dowries for financing these credits.<sup>174</sup>

The dowry in the Neo-Babylonian period was often paid in instalments and the process could last for years.<sup>175</sup> Whenever we read ‘He gave the dowry’, often what is meant is that he promised to give it. Sometimes it is expressed more

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**168** M. Jursa, RA 91 (2004) 135–145, with F. Joannès, *Rendre la justice en Mésopotamie* (2000) 93–95.

**169** *Rendre la justice en Mésopotamie*, 234–238 no. 173; TUAT NF 1 (2004) 107–109.

**170** J. G. Westenholz, *The Emar tablets* (2000) 9–12 no. 3; TUAT NF 1 (2004) 153 f. Suspicions about similar misdeeds in the Old Babylonian period: Westbrook, OBML, 94a.

**171** M. T. Roth, AfO 36–37 (1989–90) 6–9; R. Westbrook, ‘Mitgift’, RIA VIII/3–4 (1994) 275 § 2.1.5, 281b; C. Wunsch, *Urkunden* (2003) 27 no. 7:10.

**172** C. Wunsch, *Iddin-Marduk I* (1993) 67.

**173** Wunsch, AfO 42–43 (1995–96) 45a, 63 no. 13:15.

**174** F. Joannès, *Archives de Borsippa* (1989) 107; M. Jursa, *Das Archiv des Bel-remanni* (1999) 36.

**175** Paying the dowry in instalments (also apparent from ‘the remainder’ of a dowry): R. Westbrook, ‘Mitgift’, 281a; M. T. Roth, *Babylonian marriage agreements* (1989) 8 n. 40; Roth, JAOS 111 (1991) 22a, 23b, 29–31; C. Wunsch, *Iddin-Marduk I* (1993) 71 f., 79; F. Joannès, *Archives de Borsippa* (1989) 33; H. Petschow, ZSS 76 (1959) 77 n. 127; M. Jursa, RA 97 (2003) 52 n. 30; id., *Das Archiv des Bel-remanni* (1999) 35 n. 110.

clearly as ‘He made a promise’.<sup>176</sup> A mother who was a widow married off her daughter, but she was only actually to receive the dowry ‘if she [bore] a son or daughter’.<sup>177</sup> Perhaps the last instalment of the dowry was paid out on the birth of the first child.<sup>178</sup> It is noteworthy that here the possibility of the birth of a daughter is explicitly mentioned. As long as no children had been born, the dowry belonged in principle to the family of the woman, and had to be given back if she remained childless (C. Wunsch).<sup>179</sup> In this case however the husband of this bride would soon die. She had had no children and so she gave her property back to her mother.<sup>180</sup>

The Neo-Babylonian laws deal with the dowry and what they say accords well with what happened in practice (§ 8–15).<sup>181</sup> We will examine the clauses that are well-preserved. Both parties have to agree with each other on the transfer of wealth and the father of the man may not change the conditions (§ 8). If the father of the bride is reduced to poverty he may lower the amount of the dowry. This is again indirect evidence that the dowry was paid in instalments. It is thought that this was done so as not to disadvantage her brothers (§ 9). § 12 deals firstly with the return of the dowry and the ‘gift’ by the man to the woman who remains childless when her husband predeceases her. The law ends with the possibility that the woman has no dowry and is left alone:

The judge shall examine the wealth of her husband and give something to her in keeping with the wealth of her husband.

A woman could not inherit and therefore this action had to be taken. In § 13 the woman had children and so she enjoyed the usufruct. In § 15 the woman died, the man remarried and had children by both women. The sons of the first wife should receive after his death two-thirds of his wealth, and those from the second marriage one-third. There follows a ruling on ‘their sisters’, but there the clay tablet

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**176** ‘To give’ meaning ‘to promise to give’: Roth, *Marriage agreements*, 8 n. 40; M. Stol, *The care of the elderly* (1998) 81. M. Roth translates literal ‘he gave’ as ‘he promised to give’. ‘To promise’, discussed by Roth, 8 note 40, now also in in *Akkadica* 122 (2001) 65; the NB law-book § 9 (*qabû*).

**177** VAS 6 95:26 f. with NRVU no. 3, Roth, 54–56 no. 10.

**178** M. Roth in B. S. Lesko, *Womens’ earliest records* (1989) 250.

**179** C. Wunsch in G. Leick, *The Babylonian world* (2007) 245.

**180** NRVU no. 23; Roth, 56.

**181** Roth, *Babylonian marriage agreements* (1989) 29–34. Hardly known among Assyriologists is the broad commentary on the Neo-Babylonian laws, illustrated by examples from daily life, by H. Petschow in *Zeitschrift der Savigny-Stiftung für Rechtsgeschichte, Romanistische Abteilung* 76 (1959) 37–96.

is broken. These laws show sensitivity to the position of the woman and this was characteristic of the Neo-Babylonian period.

A few further details deserve to be mentioned. The dowry could be returned.<sup>182</sup> A woman whose husband had died would marry his brother. She divided her dowry and goods equally between her son and her new husband.<sup>183</sup> A man made his will and gave his wife the usufruct; their two sons inherited what was left after her death. However they had to give their sister a dowry: three minas of silver, four slaves, and household effects. Was this perhaps a standard dowry?<sup>184</sup>

### 3.3.1 The Egibi family

The transfer of the dowry and other items of property can best be exemplified from the archive of a rich family descended from a man called Egibi. From these documents it is possible to follow the family for five generations in the Neo-Babylonian period, for around 100 years, from Nebuchadnezzar to Xerxes.<sup>185</sup> An Egibi of the second generation gave his wife slaves and a field, from which she had the usufruct. He decided that after her death their sons should have everything. She benefited for twenty years from this and on her death the sons divided the legacy. There were two daughters. We know about the dowry of the first, which she received when she married another Egibi. The second was a moneylender and also had other business interests. By now we have reached the third generation and the firm was being directed by Itti-Marduk-balaṭu, the eldest son. He married Nuptaya, a woman from another rich family, the daughter of Iddin-Marduk. We have his archive also.<sup>186</sup> Her dowry was magnificent: 24 minas of silver, slaves and household goods. It is striking that the women who married into the Egibi family brought much wealth with them, whilst the family themselves made a smaller contribution. It may have been an honour and a prestige to marry an Egibi. The 24 minas of silver was paid in instalments to her father-in-law over eight years. He died early and Itti-Marduk-balaṭu took over the family firm. Soon he wrote a will

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**182** CTMMA III (2002) no. 122.

**183** TCL 12 174 with F. Joannès, *Archives de Borsippa* (1989) 41.

**184** Roth, JCS 43–45 (1991–93) 8 (lines 23–26).

**185** We follow C. Wunsch, ‘Die Frauen der Familie Egibi’, AfO 42–43 (1995–96) 33–63. Succinct is Wunsch in: G. Leick, *The Babylonian world* (2007) 244 f. Cf. the earlier studies by M. T. Roth, ‘The dowries of the women of the Itti-Marduk-balaṭu family’, JAOS 111 (1991) 19–37; Wunsch, *Die Urkunden des babylonischen Geschäftsmannes Iddin-Marduk I* (1993) 78–85; E. von Dassow, CTMMA III (2002) 86–92.

**186** C. Wunsch, *Iddin-Marduk* (1993).

in his own hand, in which he made over all his wealth ‘in the city and in the countryside’ to his wife and their three children.<sup>187</sup> His haste was perhaps necessary because King Cyrus of Persia had occupied Babylon. We know that Itti-Marduk-balaṭu lived for a few years in Persia and in that turbulent time he managed his money wisely by reserving it for his own family.

Nuptaya also once received from her father a third of his wealth by will, and we know that both families worked together in the food trade, dealing in garlic, onions and dates. The couple had two sons and a daughter. A charming letter was written by Itti-Marduk-balaṭu to his mother, in which he asks about the wellbeing of both his in-laws and, at the end, of his children, whom he mentions by name and in order of age.<sup>188</sup> Then Nuptaya died, and her father made another will in which he provided for his own wife, Ina-Esaggil-ramat, a competent businesswoman. She received for her permanent possession the house and fifteen slaves and she probably also enjoyed the usufruct from the remainder. He also arranged that after the death of their grandmother, his wife, his three grandsons and three granddaughters would inherit everything. His claims on the related Egibi family became void after this and we see how the families grew together. There is no mention of the brother of Nuptaya and one assumes that he would have inherited according to the appropriate laws. Women were unable to inherit and for them this sort of ruling is encountered. The daughters of Nuptaya grew up and each received a dowry. They also received gifts from their grandfather’s estate, willed to them. The eldest was now at most twelve years old and her bridegroom was already known. He came from a business family who were family friends. Her dowry was double the normal, which would seem to fit in with the custom of giving the eldest son a double portion of the inheritance. However the girl died and her intended bridegroom was allowed to marry her younger sister. The younger daughter was barely nine years old and received a very small dowry. Her grandmother supplemented it and paid it in three stages – to the bridegroom, of course.<sup>189</sup> The brother of these two girls married Amat-Baba and his wife brought with her a large dowry: thirty minas of silver, five slaves, household goods and a garden. In the ascription only the grandparents on the mother’s side were mentioned, Iddin-Marduk and Ina-Esaggil-ramat. His father may well have been dead and the dowry was passed on to them. Fifteen years later it appeared that the dowry had been traded with or exchanged, and the woman received compensation. The daughter of this couple brings us to the fifth generation. The contract

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<sup>187</sup> Wunsch, 37b.

<sup>188</sup> CT 22 6 with H. D. Baker, *Festschrift Christopher Walker* (2002) 10.

<sup>189</sup> Thus C. Wunsch, *Iddin-Marduk I*, 71 f.

about her dowry tells that five minas of silver was paid to the bridegroom, and that a field, slaves, and household goods would be paid out ‘on the day when he will marry her’. The last payment would take place nine years later. Notice that the silver was paid first. The mother, Amat-Baba, transferred money from her own dowry to her daughters. Their father was the first witness to this gift. There was also a brother who married, and traded with the dowry of his wife.

### 3.3.2 The dowry of princesses

Married off princesses sometimes received a very large dowry. Princess Šimatum from Old Babylonian Mari received goods worth twelve minas of silver.<sup>190</sup> Her list, and those of other princesses, seemed to be made up of categories of goods in a set order: jewels or semi-precious stones; gold and silver objects; bronze utensils; garments and cloth; wooden furniture; and personnel, which consisted of named slave-girls. The dowry (*nidittu*) for Princess Tizpatum was composed of three minas of silver, six slaves, thirty-three sheep and two cattle. It was paid in two instalments and also converted into silver, a total of four and two thirds minas and one shekel of silver.<sup>191</sup>

Princesses from Asia on their way to Egypt brought amazing gifts with them. The goods are summarized in some Middle Babylonian letters. Gold was expected from Egypt in return for the princess, but also for other services. The begging letters always name the purpose for which they wanted the gold. King Tušratta of Mitanni explained that the required gold (‘unworked’) was intended for the mausoleum of his grandfather, and ‘secondly’ as a bride-price.<sup>192</sup> Many times Egypt is represented as a land with particularly rich reserves of gold. ‘Gold in your country is like dust’, said the king of Assyria. The king of Mitanni wrote twice, ‘In the land of my brother, gold is as plentiful as dust’.<sup>193</sup> Egypt seems to have been a byword for such riches. From the other side, Mitanni and Babylonia could offer lapis lazuli and horses with waggons as presents.<sup>194</sup> The dowry (*mulūgu*) was composed chiefly of beautiful things and they are listed on large clay tablets, sometimes divided into four columns. There are many objects we cannot identify.

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**190** ARMT 22 322 and ARMT 25 603; now ARM 31 27, 28. A lengthy discussion of two dowries (ARM 9 20; 31 27): D. Charpin, ‘Le dot de la princesse mariote Inbatum’, in: T. Tarhan, *Muhibbe Darga armağan* (2008) 159–172.

**191** ARM 9 246 with L. Marti, NABU 2003/40.

**192** EA 19:43–58.

**193** EA 16:14, 19:61, 20:52.

**194** P. S. Vermaak in: G. Leick, *The Babylonian world* (2007) 521f.

That was difficult even at that time also and that is the reason why after many a strange word the translation is added in Egyptian.<sup>195</sup>

There is a list of horses, waggons, whips, lances and many, many articles of war, summarised in these words:

These are the presents for the marriage (?), everything which Tušratta, king of Mitanni gave to Nimmureya [Amenophis III], king of Egypt, his brother and son-in-law. At the time when he gave Taduḥepa, his daughter, to Egypt, to Nimmureya in marriage – then he gave all of this.

What sort of presents were they? What would a princess do with a war chariot? It is supposed that the Pharaoh had paid it earlier as a bride-price for the princess, but that now everything was being returned to him as an ‘indirect dowry’.<sup>196</sup> We saw that this was usual in Nuzi. Sending the caravan back and forwards seems to us rather exaggerated and we should see it rather as just one present within the exchange of many others.<sup>197</sup> Was it compensation for too great a quantity of gold, paid by the Pharaoh as a bride-price?

### 3.4 Gifts from the man

Hammurabi determined that a man could always give his wife real estate and other property. If this is set down in writing, after the death of the man his sons may not claim the inheritance, but his wife ‘may give her legacy to her favourite son’. This way it stayed in the family (§ 150). A man could give jewellery to his wife, and in the Middle Assyrian period she could keep this if he divorced her without a reason.<sup>198</sup> In Assyria a man gave silver, furniture and various objects as a present (*nundunû*) to his wife who was a devotee of the goddess Ištar.<sup>199</sup> The Neo-Babylonian laws spoke of the possibility that the man might have given his wife a gift (*širiktu*). If the man were to die and there were no children, she could take this gift and the dowry (§ 12).

A marriage between Egyptians, carried out in Susa in Persia, with the contract recorded on a clay tablet, mentions a generous gift by the man to his father-in-law, called a *biblu*. To reciprocate there was a dowry (*nudunnû*) with cloth-

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**195** EA 13, 25.

**196** W. L. Moran, *Les lettres d’El Amarna* (1987) 136, on EA 22 iv 52. He follows F. Pintore.

**197** C. Zaccagnini in *Studi E. Bresciani* (1985) 596 f.

**198** Westbrook, ‘Mitgift’, 278b.

**199** StAT 2 184 (= A. 310) with K. Radner, *Die neuassyrischen Privatrechtsurkunden* (1997) 164.

ing and household goods. Both the bride-price and the dowry were valued at a hundred shekels.<sup>200</sup> Such a gift on the part of the bridegroom was rare at this time and it can be attributed to Egyptian customs.<sup>201</sup> But a text from Sippar also speaks of the *biblu*, jewels to the value of seventy shekels of silver, given by the bridegroom and placed on the bride by his mother. The text includes the phrase, ‘apart from the dowry of five minas which they have received’.<sup>202</sup> So a dowry had preceded this gift.

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**200** F. Joannès, RA 78 (1984) 75; M. T. Roth, *Babylonian marriage agreements* (1989) nos. 34 f. with p. 11f. The structure of the text reminds one of Egyptian law, see K. Abraham, ‘The dowry clause in marriage documents from the first millennium B. C. E.’, in: D. Charpin, F. Joannès, CRRAI 38 [Paris] (1992) 311–320.

**201** E. Lipinski sees in it West-Semitic customary law; *Transeuphratène* 4 (1991) 68 f.

**202** C. Waerzeggers, *Akkadica* 122 (2001) 65–70; K. Abraham, *AfO* 51 (2005–06) 204 f.