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Changing Marriage Practices in Babylonia from the Late Assyrian to the Persian Period

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Abstract: Based on an analysis of marriage contracts, this paper argues that at the time of the Persian conquest (539 BCE) Babylonians practiced two types of marriage depending on their social status. Non-elite families negotiated different terms of marriage than elite families, in three areas: bridal wealth, household creation, and regulations about adultery and divorce. However, these divergent marriage practices became less pronounced and eventually obsolete in the course of the Persian period. This article first presents the evidence for the two marriage types and then seeks to find an answer, albeit a partial one, to the question why these traditions changed from c. 490 BCE onwards.

Keywords: marriage, social endogamy, dowry, adultery and divorce, premarital cohabitation

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1 Introduction

This paper re-examines the corpus of Late Babylonian marriage contracts and related texts, published by Martha Roth in 1989 and since then expanded with new editions by Cornelia Wunsch and others. By asking two questions of this evidence—‘Who married whom?’ and ‘How did couples marry?’—it will show that marriage was a key factor in Babylonian class stratification, from the late Assyrian to the first decades of the Persian period (seventh to the early fifth centuries BCE). It will be argued that Babylonians practiced two chief types of marriage in that period, depending on the couple’s social station: elite families married differently from non-elite families. These differences pertained to various aspects of marriage, including bridal wealth, household creation, and regulations about adultery and divorce. The two types of marriage underpinned and reproduced class difference for many generations, at least since the late seventh century BCE. However, the marriage system sustaining social bifurcation became less pronounced and eventually obsolete in the course of the Persian period (539–330 BCE). The marriage type that had previously been associated with the elite segment of society became the standard for all. These findings present us with a well-documented instance of long-term societal change across the imperial eras of Babylonian history, when southern Mesopotamia was successively under Assyrian, Babylonian, and Persian rule. Section 9 of this paper seeks to formulate an explanation, no doubt incomplete, for this trend.

2 Sources

Only a brief excerpt of the Neo-Babylonian ‘laws’ is extant.¹ It is written on a school tablet, probably from the city of Sippar, where a considerable number of such exercises by students were found.² The excerpt contains several provisions that are relevant to our topic, but they are focused on only one aspect of marriage: dowry and matrimonial property. Private legal documents offer an important, even essential, source on both the theory and practice of marriage during the Neo-Babylonian period.³ Such documents survive in the hundreds, and they exist in many forms—from debt notes recording outstanding dowry payments to records of court cases by couples or members of their families.⁴ This paper will not draw on all

1 Roth (1989: 29–34, 1995: 143–49).

2 Oelsner (1997) and Gesche (2001).

3 Oelsner, Wells, and Wunsch (2003: 911–13) and Wunsch (2003a).

4 For an introduction to the corpus of Neo-Babylonian documentary texts, see Jursa (2005).

extant sources on marriage from this period, but will limit itself to one particular text genre, the so-called ‘marriage agreement’.

This type of contract records the marital conditions negotiated by, or on behalf of, the groom and bride (Roth 1989). It was usually written in the presence of witnesses representing the two families who were brought together by the union. The format of these contracts was not fixed: scribes drew from a limited repertoire of clauses that could be selected, combined and adapted to fit the particular circumstances of each marriage.⁵ Typically, a marriage agreement contains a statement of intent from one or both parties and a summary of negotiated conditions. These negotiations could pertain to various aspects of the marriage, most commonly the dowry (presented by the bride’s family to the groom or his agent).⁶ Other clauses addressed a possible dissolution of the marriage in the future, or rights of children, yet-to-be-born or existing.

So far, close to 60 marriage contracts are known, 44 published by Roth in her monograph on the topic (1989) and several subsequently added by Wunsch, Jursa, Abraham, Bloch and Waerzeggers.⁷ Three marriage agreements are currently unpublished, and several are probably still unidentified. In this study, I will use 50 well-preserved marriage contracts that contain sufficient information on the married couple and on the provisions laid down in the contract. These 50 contracts are listed in an overview appended to this article with brief summaries of their contents. This overview is meant for quick reference; the reader is referred to the original editions for more information.

The representativeness of these contracts as sources on actual marriage law and custom is not entirely clear. Certainly, not every marriage was, or had to be, put down in writing. One important piece of information gleaned from the partially preserved ‘laws’ is that the parties to a marriage could agree on the dowry orally, without a written contract (§9). It is quite likely that an oral agreement also possessed validity for the marriage itself. In view of this, Martha Roth raised the question whether ‘the marriages *with* written records reflect atypical situations’, a question that she answered in the negative as the texts ‘all reflect a common background and a single series of legal and social options from which the participants choose’ (Roth 1989: 26). Kathleen Abraham modified this statement by showing that couples with a non-Babylonian cultural background made consistently different choices compared to couples who grew up in a fully Babylonian

⁵ Roth (1989: 1–28) offers an in-depth analysis of the formulary and terminology of marriage contracts from the Neo-Babylonian and later periods.

⁶ In this period it was uncommon for the groom or his family to present a gift to the family of the bride (Still 2019: 41–43; Waerzeggers 2001).

⁷ Wunsch (2003a), Jursa (2003), Abraham (2006), Bloch (2014), and Waerzeggers (2014).

milieu (Abraham 2015). Abraham's study shows that the legal format of marriage contracts was responsive to cultural and social preferences. By extension, the agreements can be used to study preferences and customs in the majority society as well. This is how these texts will be mined in the present paper.

A specific strength of this material is its archival embeddedness. Although the surviving marriage agreements lack archaeological context, they can often be assigned to ancient archives based on internal criteria or on the composition of the museum collections in which they are kept.⁸ The archival context is an important source of information on the married couple and on the social context of the marriage.⁹ However, not all marriage contracts possess such archival definition. In fact, quite a number of lower-status couples cannot be traced in other texts (Wunsch 2003a: 2). In certain cases, a link to a legal entity holding claims on (semi- or unfree) persons can be suspected, such as a temple in the case of oblates marrying, a state office in the case of deportees marrying, or a former slave-owner in the case of a freed slave marrying. In other cases, the wider archival context remains unknown and the phenomenon of the 'unconnected' marriage contract still requires a satisfying explanation.

Legal documents dealing solely with the dowry, while not strictly speaking marriage contracts, are very closely related.¹⁰ Such texts are preserved in even greater numbers than actual marriage contracts. Most of the known archives of well-to-do families contain one or more such documents. They reveal information, at times in a highly detailed manner, about the economic basis on which family members created new households.¹¹ The format of these legal documents varies. Receipts record the payment of the dowry by the bride's family to her husband(s). As the dowry was meant to devolve on the couple's children or revert to the wife's natal family in case she remained childless, delayed payment of (part of) her dowry until the marriage's proven fertility was common (Wunsch 2020: 480–81). Another text type is the so-called 'dowry promise'; such texts record the intent of the bride's family to transfer the dowry in full upon marriage, sometimes years beforehand. A subtype of this latter category is advance payments of dowry items, ahead of

8 On methods for archival reconstruction of the Neo-Babylonian text corpus, see Baker (2004: 5–6).

9 The use of Neo-Babylonian archives for social-historical study is discussed by Waerzeggers (2014: 8–14).

10 Wunsch (2003a: 2) discusses the similarities in typology between marriage contracts and dowry texts.

11 The best-documented families in this respect are the Egibis from Babylon (Roth 1990; Wunsch 1996), the Ea-ilūtu-bāni family from Borsippa (Joannès 1989) and the Balihu family from Sippar (Waerzeggers 2002).

marriage (e.g., Wunsch 1996 no. 6). In this study I will draw on these texts, of which many dozens survive, only indirectly, when discussing elite marriage and the role of the dowry in those milieus.

3 Who Marries Whom?

This simple question—who married whom in Babylonian society?—is still largely unanswered. The institution of marriage in the Late Babylonian period has been studied from different angles, including legal history, demography, material culture, and economic history, but only recently from a social-history perspective. Traditional topics of interest are the legal formula of contracts, the status and rights of wives, the age at marriage, the composition and size of the dowry, and the devolution of property within the family.¹² The social identity of marital partners has not been subject to systematic inquiry. Occasionally, it comes into purview when family histories are discussed, but such discussions seldomly transcend the specific case-study. Bastian Still's work on the marriage system of the priests of Borsippa is, as far as I know, the first and only attempt to look at the institution of marriage in a more structural way, by systematically investigating all data about a particular population group over a significant stretch of time (Still 2019: 27–63).

Based on an analysis of 81 marriages documented over a 140-year timespan (the 'long sixth century BCE'), Still found that the priestly families of the city of Borsippa practiced a hypergamous marriage system. This system required daughters of priests to marry within their class and upward along the lines of priestly hierarchy.¹³ As a result, lower-born women married higher-born men, creating a unidirectional flow of women and dowry from lower-placed priestly families to the higher-ranked ones. This system locked families in a class system, as wife-giving families remained in an inferior position to their wife-taking in-laws for generations. Moreover, the marriage circuit closed Borsippa's priestly families off from outsiders, with only a few, controlled exceptions. In the lowest priest-hoods, the inflow of women from non-priestly backgrounds was necessary to keep upward bridal mobility going. In the highest priesthoods, Still observed outside

12 Legal formula: Roth (1988, 1989), Abraham (1992), Waerzeggers (2001), Wunsch (2003a), and Abraham (2015). Status of women: Beaulieu (1993). Demographics and household formation: Roth (1987), Baker (2015). Composition and size of dowry: Roth (1990, 1991). Inheritance: Ries (1984); Sandowicz (2014); van Driel (1998); Waerzeggers (2002); Wunsch (2003a, 2003b, 2020).

13 This hierarchy followed the spatial and purity-based ranking, which placed priests who drew near the statue(s) of the gods in the inner sanctum above those who were confined to the outer zones of the temple precinct.

participation only once in 140 years, when king Neriglissar married his daughter to the ‘high priest’ of Borsippa, a symbolic union that was politically motivated.

The marriage market of Borsippa’s priests reproduced class structure in at least two ways: first, it threw up barriers between priestly and lay society, and second, it shaped the priestly community along the same lines of graded ritual purity that also defined their work inside the temple, as servants of the gods. It remains unclear whether this type of marriage applied to all priestly communities in Babylonia. Certainly, it would be very unlikely if Borsippa’s priests represented a unique case, but so far no other city has produced enough (accessible) evidence to track similar practices elsewhere.¹⁴

But whereas the hypergamous aspect may have been specific to priestly marriage in Borsippa, the broader principle of social endogamy was shared across Babylonian society. The marriage contracts (as listed in the appendix) provide testimony of this trend. Of c. 50 well-preserved marriage contracts, at least 42 unions (84%) were concluded between partners from the same social backgrounds, half of them in an elite milieu and the other half in a non-elite milieu. A minority of unions (16%) were concluded between couples of mixed social or ethnic status. Let us look into these figures more closely.

Endogamous marriage requires men and women to marry inside their own group. ‘Inside’ and ‘outside’ are relative concepts and their definition can be fluid. The evidence of the marriage contracts reveals that the most pervasive factor that defined who married whom in Babylonia was the partners’ use, or lack, of a family name. As shown by John Nielsen (2011), only an upper segment of Babylonia’s population enjoyed the privilege of bearing a family name. That segment can be described as the ‘urban notable class.’ Holding full legal rights, educating their children in cuneiform writing and tradition, exercising positions of leadership in the administrations of temples and cities, and owning real estate, slaves and prebends, these families formed a cultural, social and economic elite. Non-family name bearers, by contrast, constituted a non-elite segment of Babylonian society, lacking some or all of these privileges. To be sure, both segments were amorphous: in the top sector, we find priests as well as entrepreneurs, and in the lower sector, we encounter free tenants and artisans as well as semi-free persons and chattel slaves. Positioned outside this two-class system are the political elites who ruled

¹⁴ Note that Jursa and Gordin (2018: 56) expect the system to exist among Urukian priests, but there is only little supporting evidence so far. In order to detect systematic preferences, a large source base is needed. Much evidence on marriage cannot be contextualized beyond the particular family whose archives supply the references.

over the indigenous population, such as the Persian *ethno-classe dominante* of the Achaemenid Empire or the kings of tribal descent (Chaldean, Aramean) who ruled Babylonia from time to time in earlier centuries. While not bearing family names, they clearly wielded tremendous power and should be considered to constitute an elite in their own right. Outsiders who recently arrived in Babylonia also constitute a group that is difficult to position vis-à-vis traditional society, a matter that will be discussed in greater detail below.

Over 80% of unions documented in the marriage contracts were concluded between partners equal in their use (or non-use) of a family name. Evidently, the family name was more than an onomastic marker of prestige. It defined the barrier where elite and non-elite society parted.¹⁵ Only a limited number of marriages crossed that barrier, and mostly in the direction of a non-family-name bearing bride marrying into the family-name bearing elite. The inverse movement is recorded only once in the corpus of marriage contracts, in the late Achaemenid period (Jursa 2003: 99–100; text no. 50 in the appendix).¹⁶

With over 80% of unions respecting the boundary between family-name bearing and non-family bearing society, marriage can be identified as an important factor in the social bifurcation of Babylonian society. What were the origins of this class system? The appearance of the family name is linked, according to John Nielsen who studied the emergence of family names in his book *Sons and Descendants* (2011), to particular changes that happened in Babylonian society in the early centuries of the first millennium BCE. The arrival of new groups in southern Mesopotamia, most notably Chaldeans and Arameans, caused tension, insecurity, and competition over resources. It made members of the native population feel protective of their established privilege. They began to use family names to highlight their historical precedence over those newcomers, to mark their cultural superiority and to bolster their ongoing claims to leadership. The absence of a strong monarchy allowed these families to play out their ambitions against a common outsider-group. Hence, from the beginning, a family name signaled membership to an urban elite that defined itself in opposition to a, real or imagined, ‘other’. By the late seventh century BCE, the generative phase of the family-name process was over. Those who had a family name passed it on from father to child. Those who had no family name could not beget one, unless for their

¹⁵ I.e. with the exception of the ruling elite.

¹⁶ More evidence of marriages between couples unequal in their use of family names can be found in the wider text corpus from the Neo-Babylonian and Persian periods. A well-known case is that of the wealthy entrepreneur from Larsa, Itti-Šamaš-balātu (lacking a family name), who was married into the priestly Šamaš-bāri family; Beaulieu (2000). See also Wunsch (2010: 47) for an Egibi daughter marrying a man of means, but without a family name.

grandchildren by marrying a daughter into such a family, in keeping with the hypergamous principle.¹⁷

4 How did Couples Marry?

C. 50 well-preserved marriage contracts provide insight in as many processes of marriage negotiation that took place in Babylonia between the late seventh and third centuries BCE. This data is far from sufficient to answer the question, ‘How did couples marry?’, adequately. We know little about the rites and ceremonies that accompanied betrothal and marriage in the Neo-Babylonian period. One area in which the contracts provide insight is in the legal and material framework within which marriages were set up. While each contract is unique, there are clear patterns in how couples (or their agents) chose to shape that framework, by consistently selecting and combining certain provisions. These patterns are, to a large extent, congruent with the couple’s social station as broadly defined in the previous section. From c. 490 BCE onwards, however, we see that this congruence becomes less pronounced and disappears. Before looking at the reasons for this change, the evidence for the two standard types of marriage will be presented.

In the appendix, the marriage contracts are arranged in three groups based on the couple’s social background: non-elite endogamous marriages (A), elite endogamous marriages (B), and mixed marriages (C). As explained in Section 3, the distinction between ‘elite’ and ‘non-elite’ in this article is based on whether individuals bear a family name.¹⁸ Admittedly crude, this distinction did hold social relevance, as we have seen. However, it should be repeated that neither segment of Babylonian society was homogenous and finer analysis will no doubt lead to better results in understanding each marriage’s unique context. This paper is interested in broad tendencies in society.

‘Ethnically marked’ marriages, involving individuals of non-Babylonian cultural background, are difficult to place in this system, for several reasons.¹⁹ First, our determination of ethnic background is based on onomastic analysis, a method with known limitations.²⁰ Second, Babylonia had been open to newcomers long

¹⁷ A rare case of adoption for the purpose of obtaining a family name is discussed by Wunsch (2004: 186, 197).

¹⁸ With the exception of ‘ethnically marked’ marriages; see below.

¹⁹ Abraham (2015) dedicated a study to these marriages.

²⁰ The methodological problems of determining ethnic background from onomastic materials are discussed on the basis of the Judean evidence, by Pearce (2015), Pearce and Wunsch (2014), and Alstola (2019).

before our period of concern, which renders it problematic to draw a fine line between native populations and minorities. Third, individuals with non-Babylonian names enjoyed very different status in society, ranging from deportees forcibly settled by the state, to members of the imperial ruling class wielding tremendous authority. Given these considerations, I distribute ‘ethnically marked’ marriages over sections A and B depending on whether the individuals (likely) belonged to deportee communities (in which case they are considered as ‘non-elite’ alongside other marriages of semi-free individuals)²¹ or to the ruling class (in which case they are considered ‘elite’).²² Some ‘ethnically marked’ marriages pertain to a merchant milieu that could be very high-status. The case of a Judean royal merchant’s daughter marrying into the native Babylonian urban elite of the city of Sippar is well-known.²³ Her marriage will be treated with other ‘mixed’ marriages (C), in view of the fact that her husband used a family name.

The evidence of the marriage contracts reveals that, until c. 490 BCE, elite and non-elite families married differently with regard to three practices: adultery and divorce, premarital cohabitation, and the dowry. I will discuss these three areas in more detail in Sections 5–7, but it will be useful to summarize the key differences ahead of the discussion.

Marriage contracts of elite families (group B) focus on the woman’s dowry. Other stipulations are usually not included, except for the generic statement of intent at the beginning of the contract. By contrast, dowry is often lacking in marriage contracts of non-elite families (listed under A). Another difference pertains to the use of language of sanction and control. Until the beginning of the fifth century, all marriage contracts of non-elite couples contain clauses that restrict the sexual lives of the spouses. For the wife, adultery was punishable by death with the iron dagger, while the husband was liable to pay a high divorce fee if he leaves her for another woman. These clauses are never found in the marriage contracts of elite couples. Another area where elite and non-elite behavior differed is in the acceptability of premarital cohabitation.

21 The marriages recorded in the settlements of Neirab and Yāhūdu certainly fall in this category (BMA 11 and AfO 51: 198); the marriage of the bride with Assyrian pedigree (BMA 6) less certainly so, as the conditions of the Assyrian diaspora in the Babylonian Empire are not well understood (Beaulieu 1997). The marriage recorded in BaAr 2 no. 5 may have to be situated in a merchant community; little can be said about the background of the couple recorded in BMA 17.

22 The Egyptians whose marriages are documented in BMA 23, 34 and 35 were probably associated with the imperial court (Abraham 2015: 42–44; Joannès 1984, 1990). The marriage of Neriglissar’s daughter also belongs to this category (BMA 7).

23 See Bloch (2014) and Alstola (2017) for recent discussions of this marriage. Nadāya, a bride of possible Assyrian descent who married into the Adad-šammê family of Sippar (BMA 19), might represent a similar case, although her merchant milieu was probably of lower standing than Kaššāya’s.

5 Adultery and Divorce

All non-elite marriage contracts, drafted before the early fifth century BCE, include the ‘iron dagger clause’ for the adulterous wife and the ‘divorce clause’ for the husband. These clauses never feature in elite marriage contracts. Especially the iron dagger clause has drawn the attention of scholars. Why do some families subject their daughters to this regime of violence — even if, as has been suggested, her ‘death by iron dagger’ was only a metaphor? Martha Roth presented a detailed study of the clause’s use and legal implications in 1988. She raised the question why certain contracts contain the clause and others not. Because fidelity was an obligation of every married woman, Roth considered it unlikely that the clause was meant to regulate only the wife’s sexual life. Rather, she proposed that its purpose was to clarify the nature and limits of a husband’s legitimate response to adultery. The problem of the clause’s selective use in marriage contracts remained unresolved, however (Roth 1988: 198). G. van Driel 1998: 192) revisited this problem and redirected attention to the wife. He suggested that only brides with questionable reputations had the clause included in their contracts. This was based on a misunderstanding of the word *nârtu*, which van Driel thought designated girls who were ex-prostitutes (‘singers’). Cornelia Wunsch (2003a: 3–7) salvaged the reputation of the *nârtu* by showing that such women were simply unmarried or ‘single’. The word carries no stigma in marriage agreements, rather on the contrary. Having rehabilitated the *nârtu*, Wunsch reconsidered the iron dagger clause. If brides did not need extra control and sanction because of their dubious pasts, why would they be prepared to subject themselves to a regime of cruelty while others did not? Wunsch sought an answer in the limited financial means of the couple: all brides and probably most grooms agreeing to these conditions were poor. She turned attention to the divorce clause rather than the iron dagger, pointing out that the penalty for divorce imposed on husbands was so high that they would never be able to separate from their brides in practice.²⁴ The iron dagger and divorce clauses thus emerge as a powerful strategy to tie both spouses to the marriage with equal force: while *she* commits herself with her life, *he* will be ruined if he leaves her. Together, these clauses provide security where a bride’s financial dependence on her husband makes her vulnerable for exploitation.

Wunsch’s analysis was a major contribution to the debate about the iron dagger clause. A minor, but in my opinion significant, modification is in order, however. The use of the divorce and adultery clauses is not correlated to the *economic* status of the married couple but to their *social* class. There is a consistent match between the inclusion of these clauses and the absence of family names. Not a single marriage between

²⁴ In a recent publication, Wunsch refers to the divorce clause as the ‘Anti-Scheidungsklausel’ for this reason (2020: 494).

family-name bearing partners allowed for the violent control of the wife's sexuality under the terms of the dagger clause.²⁵ Even the bride of BMA 3, whose marriage as a second wife without dowry lacked all financial and social security, was not made subject to it. By contrast, until the early fifth century, *all* marriages between partners lacking a family name included the iron dagger and the divorce penalty. These clauses appear regardless whether the bride brings a dowry. In BaAr 2 no. 2, a woman married under the iron dagger clause despite the fact that she brought a respectable dowry with her. What this bride lacked was, not wealth, but the pedigree of an upper-class family.

For couples of mixed backgrounds, it was the social status of the bride that determined the inclusion, or not, of the iron dagger clause in their marriage agreement. The Judean bride Kaššāya married a man of the Ararru family in Sippar (BMA 26; Bloch 2014 no. 2). Her father's family enjoyed prestige in the local community as royal merchants and she received a dowry commensurate to their wealth; nevertheless, the clause applied to her.²⁶ Her non-Babylonian origins positioned her outside the Babylonian class system. Similarly, Nadāya, a bride who had probably been born in the Assyrian diaspora, married under the same clause (BMA 19). In this respect, the marriage of Lā-tubāšinni is revealing. The early years of this woman's biography are obscure, but, as suspected by Cornelia Wunsch (1998: 62–67), she was probably adopted as a foundling or orphan. Her adoptive mother, an elite woman of the Babūtu family, effectively 'sold' her as a wife to a low-status husband, a released slave, without giving her any property to take into her marriage. Despite the bride's complete financial dependence on her groom, she was spared the iron dagger clause. Her marriage contract thus adhered to the customs of the milieu she grew up in. A similar case is probably represented by BMA 8, where a family-name bearing mother gives her adopted daughter in marriage with only a small dowry, yet sparing her from the dagger clause.

In light of this evidence, the use of the dagger clause cannot be understood only in terms of poverty. We may also see in it a particular code of conduct—a code that was born out of norms and values that were specific to a certain, non-elite segment of society, not shared by upper-class communities. The avoidance of violent language in the marriage contracts of elite women might indicate that they lived under a different regime of control and sanction, a regime where the use of deadly weapons in the domestic sphere was not part of the discourse.

It remains unclear who was to draw the dagger against the adulterous wife (Roth 1988). The adultery clause—'she will die by the iron dagger'—lacks an agent. Although the most likely executioner was her husband, one possibility that has not been considered in the literature so far is that the disgraced wife was meant to draw

²⁵ The evidence of mixed marriages is discussed below.

²⁶ Kaššāya's marriage has drawn much attention in recent years; see Alstola (2017), Abraham (2015: 206–8), and Bloch (2014: 142–152) with previous literature.

the dagger against herself. Forced suicides by dagger are attested in the cuneiform record, though admittedly not by women in the private sphere, but by captive enemies in highly political and dramatic contexts (Van De Mieroop 2016). The possibility of forced suicide by the wife is merely a suggestion, raised here only with the intention to widen the discussion on the iron dagger clause.

6 Pre-Marital Cohabitation

Five low-status marriage contracts contain provisions about children born to the couple before marriage. One couple had a seven-year daughter; another couple had three children; the remaining couples had an unrecorded number of children of unknown age. These cases teach us that unmarried cohabitation was a relatively common way of life in low-status communities. C. 25% of partners recorded in the corpus of marriage contracts lived together before entering into marriage. This observation raises the question ‘Why marry?’. As stable households and family units could be maintained without marriage, it is not immediately obvious what long-term partners thought to gain from formal marriage, especially in view of the heavy penalties for divorce and adultery that they committed themselves to.

Let us examine some of these marriages with the question ‘Why marry?’ in mind. The couple with the seven-year old daughter was Šamaš-uballit and Rīminni (BMA 30). Because their marriage agreement is broken at the top, we miss some essential information, such as their filiation and the identity of the persons acting as their agents (if any). In the first legible lines of the tablet we encounter the usual divorce and adultery clauses, followed by two uncommon provisions. The first one is damaged, but seems to relate to the mobility of one or both of the partners ([from?] the city of Sippar, to another city). The second provision confirms the groom’s status as father of the child. A tentative answer to the question ‘Why marry?’ might be sought in the need to document the daughter’s ancestry in view of a pending relocation of one or both partners outside the city of Sippar.

Another marriage where a mobile lifestyle may be behind the recording of the union is BaAr 2 no. 5. In a unique clause, this text stipulates that only the male children of the couple will ‘go with their father to the house of their father’. As suspected by Cornelia Wunsch (2003a: 23–4), a likely reason for including this exceptional clause—and, I would add, for recording the marriage—was the groom’s non-Babylonian origin and itinerant lifestyle. From another, equally exceptional, clause included in this contract we learn that this same man intended

to take a second wife, perhaps at another residence.²⁷ Although neither the husband nor the witnesses (whose names are mostly broken off) are explicitly labeled merchants in the text, the West Semitic background of the couple and the unconventional regulations about parental authority, relocation, and a second household, would fit well in the traders' community, where many individuals of West Semitic origin were active.²⁸

In BMA 5 we meet another couple who married after already having parented a daughter. Like Šamaš-uballiṭ, the groom is explicitly identified as the daughter's father. In this case, the reason why the couple was keen to record their union seems to be connected to the legal status of the father. The groom was a released slave who had been adopted by his former master. Despite his manumission, the groom remained in the service of his former owner: until the latter's death, he was to perform *corvée* on his behalf during four months every year. Given that the groom remained unemancipated after his manumission, being neither a slave nor entirely free, a future contestation of his status was not unlikely.²⁹ Undoubtedly the most important provision of the marriage contract for this couple was the heavy penalty it imposes on the former master and his family should they revoke the manumission. In such a scenario, the free status of mother and daughter would be guaranteed, while the slave-owners would be liable to pay the divorce fee of six minas of silver on behalf of the re-enslaved husband.

Concerns about the legal status of children lie behind several other marriages recorded between non-elite couples. In BMA 14 the status of the bride and (future) children is in need of specification given that the husband is a released slave. Children born to slaves were the property of the slave-owner. The date of marriage and the date of manumission were crucial to determine the status of children born to the couple.³⁰ In OIP 122 no. 38 a slave was released, consecrated to the Goddess Ishtar of Uruk (*zakû*), adopted by his former masters and given in marriage to a free woman, apparently all at the same time.³¹ Unfortunately, neither the marriage contract nor the manumission tablet has been preserved. The events are reported in a law case several years later, after the adoptive mother (and former owner) was accused of trying to sell the manumitted slave illegally.

²⁷ The bride was to retain her status as first wife in the case her husband would marry another woman; see Wells (2010: 136–37) on this provision.

²⁸ The Judean merchants discussed by Alstola (2017) provide a good example of this milieu. For the West Semitic background of the marital partners in BaAr 2 no. 5 see Abraham (2015).

²⁹ On the concept of emancipation in the context of slave manumission, see Wunsch and Magdalene (2014: 340–44).

³⁰ Wunsch (1998: 63–64).

³¹ See Kleber (2011) and Wunsch and Magdalene (2014): 341–42 for recent discussions of OIP 122 no. 38.

According to the report, the status of the couple's future children had been specified in the manumission tablet: they were to be *zakûtu* and therefore, like their father, to serve the temple of Ishtar as oblates. The status of the mother was not at stake: her free status was not affected by the marriage. It seems likely that the marriage contract included a clause protecting her status, comparable to BMA 5 and 14.

We encounter other individuals with ambiguous or transient legal status among the couples recorded in the non-elite marriage contracts. I suggest that these marriages were recorded because of these ambiguities. The written contracts answered a need for clarity for the couple and for the institutions or private persons who exercised rights over them. The marriages of deportees, who were restricted in their freedom by the land-for-service system (Bloch 2017: 97–111), may have come under the scrutiny of a state bureau. Another case in point, from the private legal sphere, is the marriage between Lā-tubāšinni, the adopted foundling discussed earlier, and a freed slave dedicated to the temple of Bēl.³² Not only his status but also hers was ambiguous. Foundling girls were bound to honor and serve their adoptive parents, apparently indefinitely. Lā-tubāšinni's adoptive mother was a lady from a well-to-do family, yet she accepted or demanded a payment from the groom to release Lā-tubāšinni from her authority. This payment did not make Lā-tubāšinni a free woman; rather, she passed from her adoptive mother's authority into the household of her husband's former slave-owner, apparently becoming a slave in the transition (Wunsch 1998: 62–67).

7 The Social Meaning of Dowry

Dowry was the only subject of marriage negotiation that elite couples included in their marriage contracts by default.³³ This focus identifies dowry as a key area of concern for elite families, a conclusion supported by the fact that several hundred dowry-related texts are preserved in the archives of well-to-do families, far more than marriage contracts proper. By contrast, fewer than 20% of non-elite marriage contracts, drafted before 490 BCE, contain a reference to dowry. This difference can only partially be

³² This case has been studied by Wunsch (1998: 62–67). The bride's background as orphan or foundling is discussed by Wunsch (2004: 189) and Abraham (2006: 208–11).

³³ Only very few contracts have a different format. BMA 3 is unique in recording a second-wife marriage (without dowry); BMA 15 includes a rare provision about divorce, which offers the wife the possibility to dissolve the marriage without risking death by the iron dagger and the husband without risking a high divorce penalty. BMA 10 records an endogamous marriage between relatives in response to an inheritance crisis (Waerzeggers 2002; Wunsch 2020: 458–59 n. 21); the contract includes a clause about the paternal estate.

attributed to economic inequality. It seems unlikely that 80% of non-elite brides, whose agents went through the process of having the marriage recorded in a legal contract, came from entirely destitute backgrounds; moreover, even small dowries were carefully recorded among elite families. In this section I will argue that the dowry was more than a transfer of property between families. Beyond its economic and legal meaning, the dowry signaled a social virtue of marriage that was of crucial importance in the elite milieu: the creation of a new household as a reproductive unit.

Women's dowries have mostly been studied from the point of view of family and inheritance law, or as indicators of (women's) wealth and economic status. The social meaning of dowry has not been systematically studied. One important contribution in this area was Martha Roth's 1991 study of the Egibi family, where she observed a carefully maintained balance between dowry and prestige. As a high-status family, the Egibis were in a position to demand large dowries of daughters-in-law while supplying their own daughters with relatively modest ones; the counterparty's eagerness to gain social respectability from their union with the Egibis outstripped the financial investment. Bastian Still's study of the marriage network of Borsippa's priests also bears on the social meaning of dowry. In his analysis, the dowry emerges as an integral element of the uni-directional flow behind the hypergamous system: women, along with their dowries and their (future) offspring, move up in the system, leaving their natal family and entering the higher-placed family of their husbands. The dowry is a material manifestation of the social inequality between wife-givers and wife-takers.

The composition of the dowry also carried social meaning. So far, Assyriologists overlooked the significance of the fact that the most ubiquitous dowry items were—not land, houses, slaves or silver—but furniture, textiles and kitchen supplies. The dowry was not only a transfer of real estate and other valuable property to a daughter and her (future) children; it provided a couple with the means to set up a new household. This is confirmed by the only known elite marriage concluded without a dowry: in that marriage, the woman entered an existing household of a childless couple as a second wife (BMA 3). In marriage contracts, the domestic items could be subsumed under the general caption 'household goods' (*udê bīti*) but more often they were listed in detail (see the overview in the appendix). While the transfer of dowry land, slaves and silver was often postponed to a later moment in the couple's married life, delayed payments of furniture and other household equipment is not documented, to my knowledge, which supports the idea that their transfer was a step in setting up the new household.³⁴

³⁴ Many dowry receipts have been preserved, e.g., BaAr 2 no. 12 (land), Baker (2004) no. 4 (slave), Baker (2004) no. 11 (silver), Baker no. 12 (silver, slaves, household items), MR 4 (silver), MR 69 (silver), MR 19 (silver, slaves, household items), BR 232–33 (silver), BR 236–37 (silver). It is not

Domestic objects were prized items, valued by both parties to the marriage. As an example we can quote the description of Kabtāya's dowry recorded in 550 BCE: 'an orchard (...), the slave woman Inbāya, a bed, two chairs, a table, three bronze goblets, a bronze bowl, one copper cooking vessel, and one lamp' (BMA 9; tr. M.T. Roth). Over time the descriptions of domestic objects, in particular textiles, became more extensive and detailed. In 500 BCE one woman's dowry was recorded as follows '(...) a table, a pot stand, a bed with *dimigirru* and fig(-shaped ornaments), a small bed with an attachment of *musukkannu* wood, a footstool, a woman's(?) chair, a lamp, a bronze (lamp) stand, a bronze lantern, a bronze brazier, three bronze cups, a bronze *baṭū*-vessel, a bronze ladle, two bronze strainers(?), a bronze *mukarrišu*-vessel, a bronze grate(?), a wooden chest, three *muṣiptu*-garments and an upper(?) *kišku*-cloth' (Baker 2004 no. 12; tr. H.D. Baker). Such lists betray a certain relish for luxury items manufactured in a particular style, crafted of expensive materials or ornamented in a certain fashion. An Egyptian couple enjoyed the comfort of 'Akkadian-style' furniture (BMA 23). A Judean bride also equipped her home with furniture in this style (BMA 26). Perhaps this fashion was popular especially among those who aspired to a Babylonian lifestyle.

Creating a new household was a primary function of elite marriage, much more than it was for non-elite marriage. As we have seen, relatively many non-elite couples lived together and parented children before they married. By contrast, not a single elite marriage is known that was preceded by such histories of unmarried cohabitation. The overwhelming majority of elite brides were betrothed by their fathers, whereas non-elite brides were more often represented by their brothers or mothers, or they even acted alone, which indicates that they were more advanced in age on average.³⁵ Elite families exercised greater parental control on the marriages of their children at an earlier age. The reason why non-married households were shunned in elite milieus was doubtlessly linked to concerns about the legal status of offspring as heirs of the patrimony. The new, married household was to serve as the location where rightful heirs to the husband's estate were to be produced. As the paternal estate consisted not only of tangible assets ('property') but also of non-tangible status, such as the privilege of donning a family name, the household as a

always possible to determine how long these payments postdate the marriage. Some payments were made years after the dowry was initially promised, e.g. in the case of MR 4 and Baker (2004) no. 4, presumably after the marriage's proven fertility (Wunsch 2020: 480–81). The two dowry receipts that also list household utensils did not much postdate the marriage. In the case of MR 19, the inclusion of a betrothal gift (*biblu*) suggests a timing close to the wedding (Waerzeggers 2002). Baker (2004) no. 12 postdates the marriage contract by only eight months (Baker 2004 no. 10).

³⁵ See Roth (1987: 721–22) on the death of the father as an indication of the bride's age at marriage.

reproductive unit was essential to ensure the economic as well as social survival of this social class.³⁶ Elite families exercised a lot of parental control on their children's marriages, not only in choosing a partner at an early age, but also in timing the creation of the new household through dowry transfer. In non-elite families, there was greater flexibility. Couples could be together and have children without getting married, and women could be involved with men before becoming brides.³⁷

8 Mixed Marriages

Let us now turn to 'mixed' marriages between individuals of different backgrounds. From a social-historical point of view, these marriages are interesting because they document social mobility at the micro level. Each of these marriages warrants a separate study, as they resulted from specific conditions and opportunities in an otherwise stratified society. However, here I will limit myself to the type of marriage these mixed couples engaged in. The status of the bride appears to be decisive. If the bride had a family name, or if her (adoptive) mother had a family name, she would marry without the dagger clause—entering a union that complied to the norms of her social class. If she lacked a family name, however, she married under the conditions that prevailed in her non-elite milieu: her marriage contract would include the dagger clause for her and the divorce penalty for her husband. This applied just as well to brides of the *širku*-class (temple oblates), brides with two-tier Babylonian pedigree, and non-ethnically Babylonian brides, including those of the Judean and the Assyrian diaspora. Only members of the imperial elite followed the same model as the Babylonian urban elite.

9 Change

The dual marriage system described in the preceding pages sustained a bifurcated society, where family-name bearing urban elites married apart, and differently, from non-elite couples. Social endogamy in combination with different patterns of normative behavior created strong boundaries between these two broad segments of Babylonian society. Only in a minority of 'mixed marriages' did persons or customs move across boundaries. In this system, newcomers were situated on the non-elite section of Babylonian society, with

³⁶ See Wunsch (2020: 459) on the importance of the date of marriage to establish the legitimacy of offspring as heirs to their father's estate and as bearers of his name and filiation.

³⁷ We get a glimpse of such premarital liaisons in BMA 2, where the groom invites his bride to cut herself off from any other man and be his wife.

the exception of the imperial upper class. Members of the Judean, Neirabian, Assyrian and other diasporas enjoyed a certain flexibility to adhere to culturally specific terms of marriage but such terms remained in line with the norms that applied to the lower section of Babylonian society, even when wealthy brides from such immigrant backgrounds did marry 'up' into the family-name bearing elite resident in the Babylonian cities.

As in every endogamous system, the definition of the social boundary that marked inside and outside was flexible and also in the Babylonian context we observe change over time. Early in the fifth century, the adultery and divorce clauses disappeared from lower class marriage contracts. This change of the contract format signaled a departure from the communal values that had underpinned lower class marriage at least since the second half of the seventh century BCE. For more than a century, the (language of) violent control of female sexuality had been a standard and exclusive feature of non-elite marriage, consistently avoided by elite families. At the very end of Darius I's reign (Dar 35, BMA 25),³⁸ this custom was challenged for the first time: a woman without family name negotiated her own marriage, brought along a dowry, and avoided the dagger clause while she still benefited from the security of a settlement in case of divorce. This contract is unique in many respects,³⁹ but it does herald a development with wider resonance in society. *All* subsequent marriage contracts were to omit the dagger clause as well as the divorce penalty. By the late fifth century the customary dual marriage system that had shaped Babylonian society for at least 130 years was abandoned. From now on all marriages followed the model that had previously been reserved for elite society: in the contracts, dowry appears as the only topic of concern and no longer is any mention made of adulterous wives or divorcing husbands.

Why did the traditional marriage system change? The answer to this question cannot be one-dimensional. Social practices change for complex reasons and our sources are unlikely to capture these in any satisfactory fashion. Neither is it clear to which extent the traditional marriage system was, in fact, completely abandoned. Only a fifth of preserved marriage contracts date to the later Achaemenid and Hellenistic periods. Some aspects of the earlier system still transpire in those texts. The majority of documented partners are equal in their use or non-use of a family name, suggesting that social endogamy persisted, at least in how these couples presented

³⁸ BMA 23 is a marriage among imperial elite.

³⁹ See Wunsch (2020: 495) for a recent discussion of this case.

themselves in their marriage contracts. Premarital cohabitation, a practice associated with non-elite marriage in the earlier period, remained limited to non-elite families in the later period (BMA 38; BMA 43). Other practices changed radically: the divorce and adultery clauses were completely abandoned and the dowry came to the fore as main focus of all contracts, regardless of the couple's background.

As a tentative explanation for the erasure of some of the patterns of behavior that had set elite and non-elite society apart, we can point to two intersecting developments in Babylonian society. First, the sixth century BCE saw economic growth in Babylonia that created opportunities for social mobility (Jursa 2010: 159, 295–300, 775–76). As prosperity levels grew, practices associated with an elite segment of society may have spread more widely in society. This could explain the broadening interest in recording bridal wealth in the context of marriage negotiation. Second, these long-term trends may have been accentuated by momentous events that led to the family name losing its public appeal in Babylonian society and that happened shortly after changes in marriage practice are first observed in the record (BMA 25). As we have seen, the family name had been an essential feature of elite identity in Babylonian society since the early Neo-Babylonian period. After the revolts against Xerxes (484 BCE), the family name was avoided in legal and administrative documentation, apparently for political reasons.⁴⁰ As a result, the social divisions that had previously been built on the distinction between 'family-name bearing' and 'non-family name bearing' may have lost their pertinence, inviting further revisions of the traditional marriage practices.

Abbreviations

| | |
|------|---|
| [–] | information missing because of damage to the tablet |
| / | two- or three-tiered chain of filiation, e.g., PN/PN ₂ (PN, son of PN ₂) and PN/PN ₂ /FN (PN, son of PN ₂ , of the family FN). |
| Ant | Antiochus I (r. 280–261 BCE) |
| Art | Artaxerxes (I, r. 465–424/3 BCE; II, r. 405–359 BCE; III, r. 359–338 BCE; IV, r. 338–336 BCE) |
| Camb | Cambyses (r. 530–522 BCE) |
| Cyr | Cyrus (r. 539–530 BCE) |
| Dar | Darius I (r. 522–486 BCE) |
| FN | family name |
| Kand | Kandalānu (r. 647–627 BCE) |

⁴⁰ Hackl (2018: 185).

| | |
|-----|------------------------------------|
| m | mina |
| Nbk | Nebuchadnezzar II (r. 605–562 BCE) |
| Nbn | Nabonidus (r. 556–539 BCE) |
| Nbp | Nabopolassar (r. 626–605 BCE) |
| Ner | Neriglissar (r. 560–556 BCE) |
| PN | personal name |
| Sel | Seleucus I (r. 311–292 BCE) |
| Sši | Sîn-šar-iškun (r. 627–620 BCE) |
| š | shekel |
| Xer | Xerxes (r. 486–465 BCE) |

Appendix: Late Babylonian Marriage Contracts

The following table presents an overview of the 50 well-preserved marriage contracts used in this study. Apart from information about the text (date, place) and its edition, the table lists the name of the groom, the bride and her agents, followed by information on the presence of clauses relating to dowry, gifts (presented by the groom), female adultery (iron dagger), divorce (penalty), and children born to the couple prior to marriage. The last column contains miscellaneous information, mostly about exceptional clauses included in the contract. Note that several marriage contracts are not taken into account here because they are too damaged: BMA 16, 27, 28, 29, 36, 41, 44, BM 94498, BM 48974 (Leichty et al. 2019: 701). The classification of BMA 16 and BMA 27 as marriage contracts has been disputed (Wunsch 2003: 1 n. 1). BM 33355, BM 38233, BM 41601, BM 42163 and BM 47535 are wrongly identified as marriage contracts in the catalog of Babylonian tablets in the British Museum Vols 4–5 (Leichty et al. 2019). Joannès 1990 no. 1 records a commitment by the owner of a slave woman to transport her from Ecbatana in order to marry his colleague in Susa; it does not strictly constitute a marriage contract (cf. Abraham 2015: 38 n. 18).

A. Non-Elite Marriages

Neither partner bears a family name.

| Text, date, place | Groom | Bride | Bride's agent | Dowry | Gifts | Dagger clause | Divorce penalty | Clause about children | Additional clauses; remarks |
|-------------------------------------|---|-------------------------------|--|---|-------|---------------|-----------------|---|---|
| 1 BMA 1 Kand 13 Dilbat | Mār-bīti-ahhē-iddin/ Arad-[x] | Nanāya-kēšīrat | mother Ahātu-aqrāt and brother Bēl-iqīša | no | yes | yes | [yes] | - | The bride is awarded the husband's entire property, including the paternal estate. |
| 2 BMA 2 S51 02 Sippar | []-su/Nādinu | Qunnabātu/ Nabū-zēru-lišir | None | no | no | yes | 6 m | - | "Cut yourself off from any other man, be my wife!" |
| 3 BMA 4 Nbk 13 Babylon | Dagil-ili/Zambubu | Lā-tubašinni | "mother" Hammāya/Ner- gal-iddin/Bābūtu | no | yes | no | 1 m | - | The bride is probably an adopted foundling of the mother, who receives a gift worth 1 mina of silver from the groom. The text was re-edited by Wunsch 1998 no. 1. |
| 4 BMA 5 Nbk 20 Sippar | Qul-dibbiya-ile'i-Nusku son of Šin-ahhē-id- din/[] | Bazitu/iddin- Nergal | two brothers of the bride (Rēmūtu and Zēritu) | no | no | yes | 6 m | one daughter; the groom is identified as her father | The groom is a released slave and adopted son of the "father" who initiates the marriage proposal. The groom remains liable for convée obligations of his former master. Should the groom be reclaimed as a slave, the bride and her children will go free and the slave-master must pay the divorce fee. |
| 5 BaAr 2 no. 1 Nbk 36 Sippar | Mār-Esagil-lūmur/Zar- īqu-šūri | Tuṇiya/ Nabū-na'id | father Nabū-na'id/[] | no | yes | [yes] | 6 m | - | The gift consists of a garment presented to [the bride's mother]. |
| 6 BMA 6 Nbk 41 Opis | Nabū-ahu-iddin/ Aqlāya | Banāt-Esagil/ Dalili-eššu | father Dalili-eššu /Arbatilāya | no | no | yes | 6 m | - | Based on her father's name, the bride is likely of Assyrian descent. |
| 7 BMA 14 Nbn 11 Uhuu | Nabū-našir | Ahātu-aqrāt/ Zababa-ēreš | father Zababa-ēreš/[] | no | no | [] | [] | yes? | The groom is probably a released slave and adopted son of the bride's father (Roth 1989, 63). It is unclear whether the children mentioned in l. 12 are future or existing children. |
| 8 BaAr 2 no. 2 Nbn 14 Babylon | Nergal-uballit/[] | Bissaya/[] | brother Nergal-pir'u-ušur and mother Ubartu | - land - one slave - bed, 2 chairs, table - utensils, textiles | no | yes | 6 m | - | The dowry slave remains in the service of the bride's mother as long as she lives. |
| 9 | | | | no | no | yes | 6 m | - | |

(continued)

| Text, date, place | Groom | Bride | Bride's agent | Dowry | Gifts | Dagger clause | Divorce penalty | Clause about children | Additional clauses; remarks |
|-----------------------------------|----------------------|------------------------------|---|--|-------|---------------|-----------------|---|--|
| 18 BMA 37 Sel I 08 Borsippa | Tanittu/[x] | Nanāya-nādat | [father?] Bēl-bullissu/Bēl-[x] | - bed, chair, table - large and small textiles, utensils of copper and bronze - 5/6 m silver | [-] | [-] | [-] | - | |
| 19 BMA 38 Ant [x] Babylon | Šaddanuya/Nabū-līdar | Amat-Nanāya/Asū-Nabū | brother Arad-Bēltiya/Asū-Nabū | - 10 š silver - various woolen textiles - bed with linens - copper utensils | no | no | no | three children; the groom is identified as their father | Note that the contract lists no witnesses. The silver value of the dowry items is specified. |
| 20 BMA 40 Ant [x] Babylon | Nabū-aplu-ušur/Lībuṭ | Nanāya-ahu-ukīn/Bēl-bullissu | father Bēl-bullissu/Nabū-nādin-ahi | - 2/3 m silver - gold objects - bed, table - textiles | no | no | no | - | The silver value of the dowry items is specified. |
| 21 BMA 43 (Seleucid) Kish? | [PN] | Ana-[x] | three brothers, Zababa-šumu-iddin, Bēl-eṭēru, Bēl-uballit, sons of Ir-[x] | - copper utensils - 11 m silver - 10 textiles - [x] slaves - land | [-] | [-] | [-] | yes | 'Sons and daughters' are mentioned in a broken passage (ll. 6–8). |

B. Elite Marriages

Both partners bear a family name or they are members of the imperial elite.

| Text, date, place | Groom | Bride | Bride's agent | Dowry | Gifts | Dagger clause | Divorce penalty | Clause about children | Additional clauses; remarks |
|--------------------------------|---|----------------------------------|--|---|-------|---------------|-----------------|---------------------------------------|---|
| 22 BMA 3 Nbp 02 Babylon | Nabû-zêr-kitti-išir/Bel-iqīša/[-] | Kullāya/Bel-iqīša/[-] | father Bēl-iqīša/Kudurrū/[-] | no | no | no | no | inheritance rights of future children | The bride is to produce sons for a childless married couple. The contract includes extensive provisions about the inheritance rights of future children born within this bigamous marriage. |
| 23 BMA 7 Ner 01 Babylon | Nabû-šumu-ukin/Širikti-Marduk/Arkāt-ilāni-damqat, <i>šotammu</i> of Ezida | Giglitu | father Neriglissar, king of Babylon | [-] | [-] | [-] | [-] | - | Only a small part of the contract is preserved. At least one judge was present as a witness. |
| 24 BMA 9 Nbn 06 Borsippa | Nādinu/Lūši-ana-nūr-Marduk/Iti-bāni | Kablāya/Nabû-šumu-iškun/Iti-bāni | father Nabû-šumu-iškun/Iti-bāni | - land - three slaves - bed, table, 2 chairs - bronze and copper utensils | no | no | no | - | |
| 25 BMA 12 Nbn 06 Babylon | Uballissu-Gula, son of Nabû-nādin-ahi/Bel-ahē-iddin/Arad-Nergal | Ina-Esagit-banāt/Šumu-ukin | father Šumu-ukin/Mušallimu | - 1 m silver - three slaves - unspecified household goods | no | no | no | - | The bride and her father are not recorded with family name, but she is a descendant of the Egibi family through her mother (Wunsch 2004: 198). |
| 26 BMA 15 Nbn 12 Babylon | Nabû-balāssu-iqbi/Marduk-bāni-zēri/Atkuppū | Qudāšu/Nabû-šumu-ibni/Sippē | brother Nabû-tabni-ušur/Nabû-šumu-ibni/Sippē | - land - two slaves - [bed], chairs, [table] - detailed list of bronze and wooden utensils | no | no | no | - | The contract seems to offer the possibility for the bride to dissolve the marriage without 'death by iron dagger' and for the husband without divorce penalty. |
| 27 BMA 18 Nbn 16 Babylon | Nabû-nādin-šumi/Mušē-zib-Marduk/Gahal | Širāya/Nabû-bāni-zēri/Nappāhu | brothers Marduk-šumiddin and Iddin-Nabû/Nabû-bāni-zēri/Nappāhu | - land - two slaves - bed, footstool, chairs, table | no | no | no | - | A more recent edition of this text is Baker (2004) no. 3. |

(continued)

| Text, date, place | Groom | Bride | Bride's agent | Dowry | Gifts | Dagger clause | Divorce penalty | Clause about children | Additional clauses; remarks |
|---------------------------------------|--|--|--|---|-------|---------------|-----------------|-----------------------|---|
| 28 BMA 10 Nbn [-] Borsippa | Nabû-šumu-ibnī/Bēl-šumu-iškun/Nanāhu | Tupqitu/Nabû-zēru-ukin/Nanāhu | mother Nūpātaya/ Nādīnu/Bāṭru | - utensils and textiles - all her father's and mother's property | no | no | no | - | The bride is the daughter of the groom's paternal uncle (Waerzeggers 2002). She receives here parents' combined property on the condition that she will bear a child. |
| 29 BMA 21 Camb [-] Borsippa | Itti-Nabû-balātu/Nabû-šumu-iddin/[PN] | Kabāya/Nabû-mu-šētiq-uddi/[iddin- Papsukkal | father Nabû-mušētiq-uddi/Nabû-[x]-ušur/ Iddin-Papsukkal | - land [rest broken] | [-] | [-] | [-] | [-] | |
| 30 BMA 22 Dar 01 Borsippa | Rēmūt-Nabû/Nabû-mu-kin-zēri/Rēṭ-alpi | Anātu/Nabû-zēru-ukin/Arad-Ea | father Nabû-zēru-ukin/ Arad-Ea | - land - two slaves - unspecified household goods | no | no | no | - | |
| 31 BMA 23 Dar 10+ Babylon | Padmiustu/Pir | Tahē-[x] | father (?) Samannapir/[x] | - 3 m silver - Akkadian bed, table, chairs - detailed list of utensils | no | no | no | - | The couple is of Egyptian descent; Iranians and individuals of other ethnicities serve as witnesses. The text is unconventionally placed on the tablet. |
| 32 BMA 24a Dar 18 Borsippa | Ahušunu/Nabû-mušētiq-uddi/Nanāhu | Kāširtu/Bēl-rēmanni/Ahhēa | father Bēl-rēmanni/ Nabû-zēru-ukin/Ahhēa | - 5 m silver - 1/3 m jewels - chair, table, bed - bronze utensils | no | no | no | - | |
| 33 BMA 24b Dar 28 Borsippa | Ahušunu/Nabû-mušētiq-uddi/Nanāhu | Lurindu/Mušēzib-Bēl/Ea-ilutu-bani | mother Andī-Sutti/ Dādīa/[ili-bāni] | - 2 m silver - house - bed, chest, table, chairs - bronze utensils | no | no | no | - | |
| 34 BaAr 2 no. 4 Dar [-] Babylon | Nidinti-Bēl/[Iti-Warduk-balātu/Ea-eppēš-ili] | In bāya/Nabû-kāšir/ Eṭēru | father Nabû-kāšir/ ukin/Eṭēru | and textiles - 5 m silver - one slave | no | no | no | - | Mother of bride and mother of groom are both mentioned as special witness. |
| 35 BaAr 2 no. 6 [-] Babylon | [PN]/[Mudammīq-Adad FN2] | Ina-Esagit-[x]/[PN/ FN2] | [PN] | - 2 m silver - [x] | no | no | no | - | |

(continued)

| Text, date, place | Groom | Bride | Bride's agent | Dowry | Gifts | Dagger clause | Divorce penalty | Clause about children | Additional clauses; remarks |
|---|---|---|--|---|---------------------|---------------|-----------------|-----------------------|--|
| 36 BaAr 2 no. 7 [late Achaemenid?] [Borsippa] | Nabû-nâšir, son of Lab-âši/[Nabû-uballit]/Nûr-Papsukkal | Nidinti-Beltiya/ Nabû-šumu-iddin/ Ahiya'ûtu | father Nabû-šumu-iddin/ Nidint-Nabû/ Ahiya'ûtu | - 5 m silver - one slave - bed - bronze pot - 20 textiles | no | no | no | - | The silver value of some of the dowry items is listed. |
| 37 BMA 31 [-] [Borsippa?] | Nabû-ušuršu/Bêl-eriba/ Hušabu | Gu-[x]/Nabû-[x]/ Arad-Papsukkal | brother Bêl-abu-ušur/ Nabû-[x]/Arad-Papsukkal | [-] - 20 textiles | [-] | [-] | [-] | [-] | |
| 38 BMA 33 Art 132 [-] | Minu-Bêl-ana-[x]/Bêl-êreš/Babûtu | Lurindu/Rêmut-Bêl/ Anu-[x] | father Rêmut-Bêl/ bullissu/Anu-[x] | - 20+ m silver - slaves - 50 textiles - bed, chair, furniture - bronze utensils | no | no | no | - | |
| 39 BMA 34 [post 484] Susa | Harrimenna [-] | Nahdi-Esu/[-] | brother Pišsamasaka/[-] | - 1 2/3 m silver - 2/3 m jewelry - textiles - two couches | - 1 2/3 m silver | no | 5 m | - | This marriage takes place in the Egyptian community at Susa, in close proximity of the imperial court. It contains uncommon provisions about divorce at the initiative of the wife and about marital gifts by the husband. |
| 40 BMA 35 [post 484] Susa | [PN] | [PN] | father Ku'pi and mother Ar-Esi | [x] | [-] 1/3 m silver | [-] | [-] | - | This marriage takes place in the Egyptian community at Susa, in close proximity of the imperial court. It contains uncommon provisions about marital gifts by the groom. Uniquely, the groom is represented by his mother. The divorce clause is broken off. |
| 41 BMA 39 Ant [-] Babylon | Marduk-šumu-iddin son of Mergal-ina-tešir-êtir/ Bêl-nâdin-ahi/[PN] | Šummatu/Nabû-ku-šuršu/Etêru | brother Bêl-aplu-ušur/ Nabû-kušuršu/Etêru | - [x] silver - textiles - [x] | no | no | no | - | |
| 42 BMA 42 Ant III Borsippa | Bêl-ušallim/Nabû-šumu-ušur/Arđûtu | Beltiya-ušriš/Nabû-kušuršu/Illa | father Nabû-kušuršu/ Nabû-šumu-ukîn/Illa | - detailed list of textiles (13 in total) - 10 1/2 š silver - bed, chair, table - 1 m of bronze utensils | no | no | no | - | |

C. Mixed Marriages

One partner has a family name, the other not.

| Text, date, place | Groom | Bride | Bride's agent | Dowry | Gifts | Dagger clause | Divorce penalty | Clause about children | Additional clauses; remarks |
|--------------------------------------|---|-----------------------|--|---|-------|---------------|-----------------|---|---|
| 43 BMA 8 Nbn 00 Babylon | Nabū-balāssu-iqbī/ Marduk-šarrani/ Nanāya | Immertu | "mother" Qudāšu/Balāssu/ Šin-tabni | - jewels worth 1/3 m | | no | 5 m | inheritance rights of future children | Although the bride's mother bears a family name, it is uncertain whether the bride does. Abraham (2006: 210) suggested that she is an adopted foundling. |
| 44 BMA 13 Nbn 08 Sippar | [PN]/Nergal-šumu- [x]/Arad-[x] | Nanāya-rīṣat | mother Širāva/Bēl-ahhē-er- iba and sister Ina-Sippar- [x] | - [-] | - [-] | - [-] | - [-] | - [-] | The tablet is very damaged. According to Abraham (2006: 210) the bride may have been an adop- ted foundling. |
| 45 BMA 19 Cyr 04 Sippar | Šamaš-ahu-iddin/ Bēl-ušallim/Adad- šammē | Nadāya/ Nabū-zāqip | father Nabū-zāqip/Ana- Aššur-taklak | - 1/3 m silver - bed, chair, table - bronze and iron utensils, incl. brewing pots - 2 textiles | no | yes | 6 m | clause about groom's children from a previous marriage | The bride possibly descends from the Assyrian diaspora. The brewing vats included in her dowry point towards a commercial milieu. The witnesses bear no family names; the scribe does. |
| 46 BMA 20 Camb 06 Larsa | Ninurta-iddin/ Kidinnu/Šāhītu | Amtiya | mother Nanāya-būniya/ Nanāya-ahu-iddin | no | no | yes | - [-] m | | |
| 47 BMA 26 Cyr 05 Sippar | Guzānu/Kiribtu/ Ararru | Kaššāya | brother Bēl-uballit/Amuṣē and his mother Gudadadītu | - 1/3 m jewels - golden earrings - Akkadian bed, chair, table - bronze utensils | no | yes | 6 m | | The bride comes from a family of Judean royal merchants. New edition by Bloch (2014) (JANEH 1 no. 1); collations (with correction of the date) by Jursa 2001. |
| 48 JANEH 1 no. 2 Cyr 05 Sippar | Guzānu/Kiribtu/ Ararru | Kaššāya | brother Bēl-uballit/Amuṣē, his mother Gudadadītu, and another brother (name broken off) | - [-] | no | yes | 6 m | | This is a near duplicate of BMA 26, but it was drafted a month earlier (Bloch 2014) or later (Jursa 2001), includes an extra brother of the bride, and lists at least four more witnesses. The groom's father is responsible for care and alimentation of the bride until she marries. |
| 49 MR 139 mid Dar I Babylon | Bēl-bullissu/Mar- duk-rēmāni/ Šāhīt-ginē | Bullīt-iššu | father Nadin-ahi/Šamaš-ētir and mother Anat-Nanāya | - 5 m silver - 6 š gold - a house - two slaves - household goods (unspecified) | no | no | no | | |

(continued)

| Text, date, place | Groom | Bride | Bride's agent | Dowry | Gifts | Dagger clause | Divorce penalty | Clause about children | Additional clauses; remarks |
|---|-----------------------------|---|---------------|--|-------|---------------|-----------------|-----------------------|--|
| 50 RA 97, 99–100 [between Dar 30 and Art 106, cf. Jursa (2003), 10] [Cutha] | Bēl-upahhīr/ Samaš-iddin | Ahāssunu/ Nabū-ēṭir- napšāti/ Ba'īru | none | - house - at least 3 slaves - 30 vats of beer and drinking vessels - 1/3 m silver - textiles - 1 oven, utensils - furniture (beds, chairs) | no | no | no | no | This is a second marriage of a widow; she acts as her own agent. Of some dowry items the silver value is listed. |

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