Because She Is a Daughter of Emar:
On the Customary Law for the Female Citizens of Emar

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It is known that Emar had customary law, as is shown by the use of the phrase *kīma āli*, “according to (the custom of) the city,” in eleven texts. Besides these, *RE* 61, a marriage contract of the Syrian type, is noteworthy for two unique expressions concerning women. The first is *kīma mārāt Emar*ki, “according to (the custom for) the daughters of Emar” (l. 11), which shows that there was customary law for female citizens in Emar and that it regulated their marriages. The second is *kīma mārat* (uru.ki) *Emar*ki šīt, “because she is a daughter of Emar” (ll. 17f., 21f.). An analysis of the text reveals that this clause is parallel to the *almattu-azibtu* formula attested in the texts of the Syro-Hittite type. The intent of both is to protect the legal status of free women who are in a socio-economically inferior position.

**Keywords**: Emar, customary law, female citizen, marriage, *almattu-azibtu* formula

I. Introduction

In several Late Bronze Age Akkadian texts from the great bend area of the Middle Euphrates, we find the phrase *kīma āli*, lit. “as the city.” This is a technical phrase stating that (something is to be done) “according to the indigenous, customary law of the city.” In the texts from Emar (13th and early 12th centuries B.C.), this phrase is attested in a total of eleven texts, six of the Syrian type and five of the Syro-Hittite type. The same phrase is attested also in a text from Ekalte (14th century B.C.), and a variant, *ki-i-ma Ekalteki*, “according to (the custom of) Ekalte,” is found in another text from there.

**Syrian type:**
- *ASJ 13-T* 23: 23; 34: 3; *Emar VI* 184: 11′; *RE* 8: 38; 28: 33; 30: 22
- *Ekalte II* 92 (= *RE* 69): 21; also 25: 6 (see n. 10 below)

**Syro-Hittite type:**
- *Emar VI* 112: 10; 177: 27′; 201: 50; 203: 4′; *TS* 46: 9

The phrase *kīma āli* is probably an abbreviated form of *kīma paraṣ āli*, “according to the custom

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1. For the occurrences of this phrase in texts from Mesopotamia, see **CAD A/1** (s.v. *ālu*), 379a (Hh. I 65 and Ai. II i 34 in the lexical section), 383b (VAS 9 62: 9 in mng. 2b); **CAD K** (s.v. *kīma*), 367b (Hh. I 65 in the lexical section), 368b (PBS 7 84: 19 in mng. a-3′).

2. Not attested in **Emar VI** 29: 9 and **GsK-T** 2: 7 (cf. Ben-Barak 2006, 174; Faist 2012, 124 [Anhang 5]). The alleged reading *ki-i-ma* URU-lē-e in these two texts is to be revised as *ki-i ma-si-me-e*, “as many as.” See Yamada 1997, 30, 31 n. 4, with addition of **CARRAI 47-T** 1: 10–12 and **ZA 90-T** 7: 8–10 for comparative texts. Note also that G. Beckman restores *ki-ma uru* in **RE** 88: 3′.
of the city,” as suggested by an Alalaḫ text (15th century B.C.), $AT\ 17 = ATmB\ 31.3$ (Niedorf 2008, 248–255). According to this text, Šaduwe, a man of (the city) Luba, asked for the daughter of Apra as his É.GI.A, “daughter-in-law” (ll. 2–4). Then Šaduwe brought a gift to Apra, $ki-ma\ pa-ra-aš\ URU.ḥa-la-ab.KI$, “according to the custom of Aleppo” (ll. 5f., esp. 5). Although it is not clear why the reference to the custom of Aleppo is made in this text, we can understand that according to the customary law of Aleppo, when a man takes a woman in marriage for his son, he is required to provide a gift ($nidmu$) such as 6 $kakkaru$ of copper and two daggers (ll. 13f.) to her father in exchange.

In this study, I first make a brief survey of the uses of the phrase $kīma\ āli$ in the Emar texts. Then, I proceed to the target text, $RE\ 61$, to discuss the customary law for the female citizens, that is, the free, indigenous women, of Emar.

II. Customary Law of the City

Among the occurrences of $kīma\ āli$ in the Emar texts, one case is found in a debt contract, $ASJ\ 13T\ 34$. When Šamaš-abu borrowed 20 shekels of silver from Ya’ši-belu, the text reads, (at the time of repayment) $ki-ma\ URU\ MÁŠ\ 师事务-ṣa-ab$, “he [a]dds the int[er]est according to (the custom of) the ci[t]y” (l. 3), without specifying the rate. This is most probably because they both recognized that the customary law of Emar was very clear about the rate. As a result, no specification was necessary (Yamada 1997, 20f.).

All the other cases are found in passages stipulating how the sons will divide their father’s estate among themselves. For example, in $Emar\ VI\ 201$, the notable diviner Zu-Ba’la decrees thus:

\[
\begin{align*}
49 & \ u\ a-nu\-um\-ma\ DUMU.MEŠ \ KUR-la-a-i\ É-ia \ mim-mu-ia\ ki-i-ma\ URU-\-li\ li-zu-zu\ ñIM-\-UR.SAG\ DUMU-ia\ GAL \ DINGIR-li\ É-ti\ GAL \\
50 & \end{align*}
\]

Now, (only) the sons of (my wife) Dagan-la’i shall divide my household and my possessions according to (the custom of) the city. ñIM-qarrad is my eldest son. The god (belongs to) the main house.

Again, no concrete instructions on how to divide the estate are given, except for the stipulation as to who is the eldest son and the reference to the main house, which most probably this son inherits to maintain the rituals for the family god(s).

In Emar, two inheritance patterns are known: equal division among sons (e.g., $Emar\ VI\ 93$: 7f.) and unequal division with preference to the eldest son (e.g., $Emar\ VI\ 176$: 35f. [see n. 9 below]). Then, which type followed the customary law of Emar? The reference to the eldest son in the above text suggests the latter, and this can be supported by $SMEA\ 30-T\ 7$ (Syro-Hittite type), the testament of ñIM-qarrad, the above-mentioned eldest son of Zu-Ba’la. He states thus:

\[
\begin{align*}
13 & \ u\ a-nu-ma\ ñIM-30-a-bu-ma\ DUMU-ia\ GAL \ ki-i\ ŠEŠ\ GAL\ ḪA.LA\ i-laq-qu-ū \ ñIM-30-
\end{align*}
\]

Perhaps Apra was a man of Aleppo residing in Alalaḫ, or perhaps Alalaḫ followed the customary law of Aleppo? For scholars’ discussions on this issue with previous literature, see Márques Rowe 1997, 184f.; idem 2003, 708f.; Niedorf 2008, 251; von Dassow 2008, 57f. and n. 139.
Now, Šaggar-abu is my eldest son. As the eldest brother takes (his) inheritance share, just so Šaggar-abu shall take (it). / If Šaggar-abu dies, there is no senior or junior among my sons. If Šaggar-abu dies, then dIM-malik is the diviner of the gods. /

Two points are particularly noteworthy here for our discussion. Firstly, as shown by l. 14, unequal division with preference to the eldest son is regarded as the norm. Secondly, equal division is only a fallback measure if the nominated eldest son dies (Yamada 1997, 23). Although the phrase ‘according to (the custom of) the city’ is not explicitly stated in the text, since the estate of dIM-qarrad’s father was divided according to that law, it seems reasonable that dIM-qarrad’s estate would be divided likewise.

We may find more support for the suggestion that unequal division was the norm in Emar in four texts (all but Emar VI 177 of the Syrian type) which have a reference to kīma āli and include a list of the inheritance shares of the sons (and daughters) concerning the main part of the estate. In three texts (ASJ 13-T 23, Emar VI 177 and RE 8), it seems that the shares are determined following the principle of kīma āli. So, if a coherent pattern is observed in these lists, we may regard it as the inheritance pattern of the customary law of Emar. On the other hand, it is not certain whether in RE 30 the shares are really determined by that principle. However, I would maintain that if we can observe a coherent pattern in the first three texts and the dividing pattern in RE 30 is the same, we may count this text as an additional support.

The contents of the lists of the inheritance shares in the four texts are as follows:

ASJ 13-T 23: mPN1 — a šara-house and a ḫablu-house; mPN2 — another house; mPN3 — a house plot (KI erṣetu); mPN4 — an urrar nuḫuḫši—house (ll. 24–30)

Emar VI 177: mPN1 (the eldest son) — the main house; mPN2 — a house plot; mPN3 — a small house (reading É TUR) (ll. 23′–25′)

RE 8: mPN1 (the eldest [senior] son) — the main house, a new house with … house, a ḫablu-house, a shepherd with his wife, two mPNs, mPN with her daughter, and two new carts; mPN2 — two houses, mPN, mPN, and mPN with her son (ll. 19–34)

4 In ASJ 13-T 23, the family head orders his sons and daughter to divide the estate kīma āli after the death of his wife (ll. 19–24a), and then the list of their inheritance shares follows (ll. 24b–30). In RE 8, that list (ll. 19–34) is presented immediately before the order to divide all the estate (lit. “houses, properties and possessions”) kīma āli in ll. 35–39. Here, on the basis of the fact that the element ‘house’ is common in the list and the reference to all the estate, we may conclude that the properties enumerated in the former are main items in the latter. The same can be said for Emar VI 177. Although this text is heavily damaged, the part with the list of the inheritance shares (ll. 23′–25′) is well preserved, and this is followed by the order to divide all the estate kīma āli after the death of the family head’s wife (ll. 26′f.). A reference to ‘house’ is found in ll. 23′, 25′, and 27′.

5 In RE 30, what is to be divided kīma āli is A.ŠA.MEŠ ša HUR.[AG …], “the fields of the ‘mount[ain](?) …]’” (ll. 20–22), which seem to be different from the properties in the list of the inheritance shares (ll. 8–19). Note that although the element ‘field’ is common in both, the fields in the list are located not in the ‘mountain’ (or acropolis [Mori 2003, 44 n. 63]): i-na ši-PI-AḪ-embedded (l. 12) and i-na URU.īa-a- (l. 18; cf. Mori, op. cit., 109).

6 For the various kinds of houses (buildings) and plots mentioned in these texts, see Mori 2003, 36 (šara) and n. 32 (urrar nuḫuḫši—embedded), 48–65 (KI erṣetu), 70–72 (ḫablu); idem 2008, 117f. (ḫablu); Faist 2006 (ḫablu).
Cf. *RE* 30: "PN₁ — the main house (É-[u₄ GAL]), and 25 (units) of the field; "PN₂ — the main house (É-[u₄ GAL]), small houses for dwelling (reading TUŠ), a new house, and 55 (units) of the field (ll. 8–19)

It is obvious that all of these follow the inheritance pattern of unequal division, with the preference to the eldest son (DUMU GAL) as shown by *Emar VI* 177 and *RE* 8, which specify which son has this status, as well as the main house. In *ASJ* 13-T 23 also, "PN₁, who acquires two houses, is probably the eldest. On the other hand, *RE* 30 states that "PN₁ is adopted as son by the family head (ll. 1–4), and so "PN₂ is likely to be his natural son or another son adopted before "PN₁. Since this "PN₂ acquires more houses and fields, he is to be regarded as the eldest (senior) son.⁸

On the basis of the above, we may conclude, it was the norm in *Emar* that the eldest son receive a larger portion than his brothers, although the exact ratio between the shares of the brothers is unclear (Yamada 1997, 24).⁹

The phrase *kīma ālī* is not attested elsewhere in the *Emar* texts.¹⁰ However, there is no doubt that the customary law of *Emar* covered also other areas in the social life of its citizens, such as marriage, as we saw in the above case of *AT* 17.

### III. Customary Law for the Female Citizens of *Emar*

#### 1. The *almattu-azibtu* Formula

Concerning marriages in *Emar*, at the first REFEMA workshop (Nanterre, November 2–3, 2012), I took up the *almattu-azibtu* formula,¹¹ which says that a certain woman “is a widow with widows, (and) a divorcée with divorcées.” Through my analysis of the relevant texts, I concluded as follows:

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³ For the descriptions of the fields (ll. 11, 17), see Mori 2003, 108.

⁸ One could argue rather that "PN₁ is to be regarded as the eldest (senior) son, since the task of maintaining the family rituals (lit. “to invoke the gods and dead of [his] father”) the task of the eldest son, is assigned to him (ll. 5–7). To solve this problem, we first accept the restoration of ‘the main house’ in l. 8 (Beckman 1996, 49), since the family god(s) usually belong there (e.g., *Emar VI* 201: 51 above). This means that "PN₁ and "PN₂ (see l. 15) will share this house. In my interpretation, "PN₁ will perform the family rituals there together with his senior brother "PN₂ (cf. *RE* 94: 25–27). For the family rituals in *Emar*, see van der Toorn 1994; *idem* 1995; Pitard 1996; Schmidt 1996.

⁹ In *Emar VI* 176 (Syrian type), the testament of Dagam-mi-ilu, such a ratio is specified: 2-šu PN₁, 1-šu aḥ-ḫu-šu īlīḫ-ru-tu i-ka-lu, “they have usufruct (of the estate) — its two (portions for) PN₁, and its one (portion for) his junior brothers” (ll. 35f.). Actually, “the eldest brother” PN₁ receives the main house and 2/3(!) mina of silver, while the other four brothers (PNs₂₅) receive together two houses and 1/3(!) mina of silver (ll. 6–12), *i.e.*, a half house and 5 shekels per person. However, the drastic ratio of 8 : 1 on the silver does not seem to be normal. In this respect, the ratio 55 : 25 on the units of field in *RE* 30 would suggest that it was approximately 2 : 1. If this is correct, we may presume that in *Emar VI* 176 Dagam-mi-ilu substantially treats his four junior sons as only one junior son.

¹⁰ In the *Ekalte* texts, this phrase occurs once in the context of inheritance (*Ekalte* II 92: 21), as in the above *Emar VI* 201. Besides this, a variant is found in *Ekalte* II 25, a text concerning “DUMU-Iddi-burami,” who is now apparently under restraint, and “300 (shekels of silver)” (ll. 2f.). The text reads: 2 MI.ŠEŠ-tu₄ an-né-ti 1.LÁ.E.ME₄ ḫi-i URU. e-kāl-[e.K] [I] li-₄₈-₄₈ ṣu DAM-šu [i₄₄]-qē, “(If his) two sisters pay these (300 shekels of silver), he may act according to (the custom of) Ekal[el]e and [t]a[l]ke his wife” (ll. 4–8). In my interpretation (Yamada 2014, 73f.), DUMU-Iddi-burami was seized when the daughter of a female debtor died (l. 22b), because he was the surety (*qāṭṭu*) of this daughter (ll. 20–22a), who had been handed over to the creditor as a pledge of the debt (the 300 shekels of silver) by her mother (ll. 17–19), and this mother, the debtor, could not repay her debt. If this is correct, *Ekalte* II 25 suggests that in *Ekalte* the customary law was not applied to a man restrained due to default, in other words, that such a man was temporarily deprived of his rights as a citizen of *Ekalte*.

¹¹ This paper, “The *almattu-azibtu* Formula in the *Emar* Texts,” is available at http://refema.hypotheses.org/552. For a full discussion of this formula, see Yamada 2013; cf. Démare-Lafont 2014, 400–412; Justel 2014, 72.
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(This) formula is concerned with married, free women who are in a socio-economically inferior position. It prescribes directly that they are to be treated like other normal widows and divorcées when they become widows or divorcées. However, its intention is more general, to insure they are treated as free women, not as slaves. In short, it says, they cannot be enslaved.

The almattu-azibtu formula is attested only in texts of the Syro-Hittite type. But how did the Syrian-type texts intend that those women should be treated? This is the problem that I will discuss below, using the Emar text RE 61, a marriage contract.

2. RE 61: Text Reading

The text was first published by G. Beckman in 1996 and has recently been revised in parts by J.-M. Durand, based on his collation of the tablet (2013, 48–52, without photograph or handcopy). However, since it seems to me that its contents, particularly ll. 15–17, have not yet been fully comprehended, I would like to present here my version of the main part of the document (ll. 1–22; see Yamada 2013, 12f.), made on the basis of Beckman’s handcopy.

Dagan-milki, daughter of Dagan-tari’, caused (her) ‘brothers’ to be seated as witnesses. Now she has given her daughter Aḫlamit[u] to Aḫi-ḫamiṣ, son of Belu-ka, as (his) wife. Now Aḫi-ḫamiṣ, son of Belu-ka, has given his daughter Na’mi-šada to Dagan-milki, daughter of Dagan-tari’, as (her) daughter-in-law and daughter according to (the custom for) the daughters of Emar. If Yaḫanni-ili, son of Ri…[…], marries Na’mi-šada, daughter of [Aḫi-ḫamiṣ], he ought to bless [her] (and) not (to) denounce her, because she is a daughter of Emar. If Aḫi-ḫamiṣ, son of Belu-ka, should divorce his wife Aḫlamit[u], he (shall) divorce her (using due process), because she is a daughter of Emar.

Notes:

Line 5: Cf. dam-ut-ti-[šu] (Beckman 1996, 79); dam-ut-ti-[ši] (Durand 2013, 50). But, in view of l. 10, the restoration of -šu may not be required.

Line 10: Cf. dumu-munuš {I munus} -ti (Durand, ibid.).

Line 13: As noted by Beckman (1996, 80), ri-x x […] is probably the deceased husband of Dagan-milki. On the other hand, Durand suggests reading this PN as hu-ta-[ši] (2013, 51 and n. 87), and assumes that Dagan-milki adopted his son Yahannel(!) (art. cit., 48).
Lines 15–17: Cf. (If Yaḥanni-ilī takes Naʾmī-šada as his wife and) a-na ugu-[ḥi-šī] 16 ṭē-⁵-nil ub ú-ul x [ ] 17 u-ta'-ar-šī ... “goes in to [her], he will not [...] (Rather), he will return her according to (the custom for) a daughter of the city of Emar” (Beckman 1996, 79f.); also a-na muh-[ḥi-šī] 16 e-ru-ub ú-ul {X X} 17 u-ga-ar-šī ... (Durand 2013, 51). For his translation, see n. 21 below.

Line 16: ana muḥḥi-šī likrub can also be translated as: “he ought to invoke blessings upon her” or “he ought to pay homage to her.” As for the verb which I read u[n]a[gg]ar (ll. 16f.), I would not exclude other possibilities, such as nakāru D, “to turn hostile, become angry” (or perhaps “to discard, reassign”).

Line 20: Cf. dam-š[u] (Beckman 1996, 79; Durand 2013, 51).

Lines 21f.: Beckman thinks that since “the presence of the pronoun šīt is grammatically difficult,” kīma māra[t] Emar ki šīt is to be taken as an adverbial phrase, “according to (the custom for) a daughter of Emar,” ignoring the final šīt (1996, 80). This is sensible at least on ll. 21f. Although I did not emend the text (because DUMU.MĪ is written here without the plural marker MEŠ, unlike in l. 11), it seems most likely that what is substantially intended here is: (If Aḫi-ḥamiṣ should divorce Aḫlamitu) “he (shall) divorce her according to (the custom for) the daughters(!) of Emar.”

Lines 15–17 of this text are particularly problematic. Beckman’s readings of ṭē-⁵-nil ub (l. 16) and of u-ta’-ar-šī (l. 17) are difficult to accept in view of his handcopy. Neither do Durand’s recent proposals seem very satisfactory to me, as he ignores the last sign traces preserved in l. 16, and the alleged verb giārum D in the meaning, “traiter en étranger domicilié” (2013, 49; cf. Hebrew noun gēr), in l. 17 is not attested elsewhere.12

As for the first verb in the apodosis in l. 16, a verb in the precative would be the most expected. I suggest likrub (karābu G prec. 3.c.sg.) here. I admit that CVC signs are used only occasionally in the Syrian-type texts, and that the phonetic value lik for the ŠID sign (= lak) is late (NA, NB, LB) and rare (see von Soden and Röllig 1991, 32 [no. 167]). However, when CVC signs are used, we sometimes find alteration of the central vowel, for example, DIM for both tī (tim) and tām, as in É-ti (Emar VI 20: 10) and ša-ni-tām-ma (Emar VI 185: 22’); ZUR for both šur and šār, as in mī-su’-kūr (Emar VI 138: 18) and šār-pī (l. 10).13 In this respect, it is interesting to note that we find (i-nu-ma ...) ta-āl-lak (or -lik) also in another Syrian-type text (AuOr 5-T 15: 23).

The second verb is negated (ul) and introduced without the conjunction ū. This appositional presentation strongly suggests that it is a negative paraphrase of the first verb. Among the possible antonyms of karābu, I propose here unagggar (nagāru D pres. 3.c.sg.)14 in ll. 16f., though I would not exclude other candidates as noted above. This proposal admittedly presents a problem, because that verb is unusually written in two lines. But in the support, I would like to note the following points. Firstly, we would hardly expect any word between the negation ul in l. 16 and a verb in l. 17. Secondly, the third person prefix of the D-stem /u-/ is usually not written with u, but with ū. Thirdly, although a Glossenkeil usually consists of double oblique wedges

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12 The verb giārum D itself is attested in a Mari text (ARM II 61: 17, 26f.), but with the different meaning (or nuance), “conceder un droit d’habitation transitoire” (Durand 2013, 49).

13 See Ikeda 1995, 272 (for DIM), 279 (for ZUR). Note also similar phenomena in the Syro-Hittite-type texts: e.g., LAM for both lam and lim, as in i-sal-lam (TS 34: 7) and ul-tal-lim (Emar VI 21: 6; see Durand 1989, 177); ŠAR for both šar and šār, as in i-maš-šar (Emar VI 213: 22) and um-ši-ši (TS 78: 2; see Yamada 2013, 13); cf. also UR (= taš) for tēš in tēš-pe-li-šu (Emar VI 257: 11).

14 See CAD N/2, 313a (s.v. magggaru); AHw, 710a (s.v. nagāru[m] II D).
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(e.g., _TS_ 9: 7, 9–11, and passim; but not in l. 12), we do find it as a single oblique wedge or _Winkelhaken_ in _Emar_ VI 156: 8 and _RE_ 20: 5a, 19a, as well as in _Iraq_ 54-T 6: r. 3’ (reading [Ø] : _ti-na-ši_), though with an indent, unlike here. Besides these legal texts, the use of that _Glossenkeil_ without indent is also attested in a ritual text of the Syrian type, _Emar_ VI 446, as _i-ṭa- : ba-ḫu’_ (_RI_) in ll. 46f.\(^{15}\)

Although the above proposals for the readings are admittedly tentative, in my opinion (cf. also Durand’s), it cannot be doubted that the context requires some positive, rather than negative, treatment of the bride Na‘mi-šada. I suggest that it requires that her husband Yaḥanni-ili be gentle with her, “because she is a daughter of Emar.” In other words, a tyrant was never regarded as the ideal husband, even in the male-centered society of Emar (Yamada 2013, 13).\(^{16}\)

3. Discussion

The text _RE_ 61 records a marriage contract, in which brides are exchanged between two families. Dagan-milki gives her daughter Aḥlamitu to Aḫi-ḥamiṣ as his wife, and in turn, Aḫi-ḥamiṣ gives his daughter Na‘mi-šada to Dagan-milki as the future wife of her son Yaḥanni-ili. It is interesting to note that the phrase _kīma mārāt Emar_\(^{ki}\), “according to (the custom for) the daughters of Emar,” is used in l. 11 in reference to the latter marriage, though it probably actually applies to both marriages. In any case, this phrase, a variant of _kīma āli_, indicates that in Emar there was customary law for the female citizens,\(^{17}\) and that it regulated their marriages.

Although Aḥlamitu and Na‘mi-šada are each called a “daughter of Emar” in this text (ll. 17f., 21), there is no reference to the bridewealth (_terḫatu_), usually paid in silver by the groom’s side to the bride’s side in marriages between citizens (e.g., _TS_ 23: 2–5). This suggests that the payment by one side was simply balanced by that of the other (Yamada 2013, 13) and thus that the values of the bridewealth expected of each family would have been the same. Therefore, it is reasonable to think that the two families were more or less at the same economic level.

Of the two marriages, that of Na‘mi-šada with Yaḥanni-ili is assumed to be in the future (cf. ll. 12b–15). At present, she is given into the hands of his mother Dagan-milki as (her) “daughter-in-law and daughter” (ll. 6–12a, esp. 10). The pair of nouns used here, _kallātu_ and _mārtu_ (or _kallūtu_ and _mārtūtu_), indicates that it was a matrimonial adoption (Justel 2008, 4, 6f., 18f.).\(^{18}\)

\(^{15}\) See Arnaud 1985, 589 (ll. 59’f. of Msk 74280a + 74291a); _idem_ 1986, 421 (ll. 46’f.); Fleming 2000, 270, 304 (without collation note on _-ḫu_ in l. 47).

\(^{16}\) Of course, such a stipulation itself may suggest that there were husbands who in effect treated their wives as maids or slaves.

\(^{17}\) This reminds us of _kǝmišpaṭ habbānôt ya’ăšeh-lāh_ in Exodus 21: 9. This prescription is made concerning a female slave whom a man once acquires for his own marital purpose (v. 8) but thereafter assigns to his son as wife (v. 9). It means: “he (that man) shall deal with her (lit.) as the manner (or judgment) of the daughters.” S. M. Paul, in my opinion correctly, regards it as “a technical phrase meaning ‘to treat as a free(-born) woman,’” translating the italic part as “as is the practice with free maidens” (1970, 55; but cf. Pressler 1998, 159). Here, one may ask why “the daughters” would denote ‘free maidens’ (or free[-born] women) in general. In this respect, it is noteworthy that the purport of the phrase _kīma mārāt Emar_\(^{ki}\) seems parallel to that of _komišpaṭ habbanōt_, having the term “daughters” in common. If this is accepted, can we not take the latter as meaning “according to the manner of the daughters (of Israel),” _i.e._, of free (Israelite) women?

\(^{18}\) For matrimonial adoption in the ancient Near East, see Westbrook 1988, 38f.; Justel 2008, 1–4; _idem_ 2014, 62 (all with previous literature).
Probably Na’mi-šada or both she and Yaḥanni-ili were still too young for marriage at the time. In my opinion, the text states that (when both become mature) if Yaḥanni-ili marries Na’mi-šada, he shall be gentle with her (ll. 12–17). Then one may ask, what would happen to her if he does not marry her? No doubt Dagan-milki will marry her to someone else, as is usual in matrimonial adoptions. However, the omission of this stipulation here is probably because their parents thought their marriage was virtually certain.

As observed above, both Aḫlamītu and Na’mi-šada were female citizens of Emar. But if they were normal citizens, why was it necessary to deliberately designate each one as a “daughter of Emar”? In this respect, it is worth noting that the families of daughters given in matrimonial adoptions were usually in an economically poor position, as is well attested in the Nuzi texts (Grosz 1987, 147–149), our main source of matrimonial adoption contracts in the ancient Near East. This seems to be true for the Emar texts, too, as we particularly see in Emar VI 216. If this is correct, then the family of Na’mi-šada was probably in a low economic position in society, and since, as noted above, the two families seem to have been at about the same economic level, the family of Aḫlamītu was probably in a low economic position as well.

This point may be further supported by the very PN of Aḫlamītu, which means “a female Aḫlamaean” (Yamada 2013, 13; also Durand 2013, 49 [“l’Araméenne”]). The Aḫlamaeans are well known as pastoral nomads who had a close connection with the Aramaeans, whether or not they were identical with them. So, it is obvious that ‘Aḫlamītu’ is an inappropriate name for a normal citizen of Emar. However, her deceased father was undoubtedly an Emarite citizen, since she is regarded as a “daughter of Emar” (ll. 21f.). Then, is she an adopted Aḫlamaean girl, or was her father from an Aḫlamaean family which had been assimilated in the society of Emar? If the former case, one may wonder why Dagan-milki (or her husband) adopted her, and not a proper Emarite girl. If the latter case, one would imagine that such a family of Aḫlamaean origin occupied a low social position in the city of Emar. In any case, it does not seem strange that the family of Aḫlamītu was in a low socio-economic position in Emar (Yamada, ibid.).

In view of the above, the reason why these two families made a marriage exchange can be explained: it is simply because neither of them had the money to pay the bridewealth, so it made sense just to exchange brides instead (ibid.).

Now, let us consider the meaning of the clause kīma mārat (uru.ki) Emar ki šīt, “because she is

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19 See Justel 2008, 4, 7 and n. 32, 9. For the text of Emar VI 216 (with 217: 11–14), see Yamada 2013, 6f.; also my RE-FEMA paper (n. 11 above). Cf. Durand and Marti 2003, 180; Justel, art. cit., 14; Démare-Lafont 2014, 411f.

20 For a recent treatment of the Aḫlamaeans, see Herles 2007.

21 Durand believes that RE 61 is a contract made between Emarite citizens and foreign residents in Emar (2013, 49). He regards the family of Aḫlamītu as the latter, and notes: “Le fait d’épouser un homme de nationalité émariote devait donc rendre son épouse émariote de droit” (art. cit., 49f.). So, he thinks the family of Na’mi-šada must be citizens. However, this identification is at odds with his translation of ll. 12–22: “Si, Yahannel, fils de Hattâ’u, ayant épousé Na’mi-šada, fille d’Ahî-hamis, entre la retrouver, il ne la traitera plus en étrangère: elle est/sera assimilée à une citoyenne d’Émâr” (art. cit., 51). This would make sense only if the members of Na’mi-šada’s family were foreign residents, and those of Aḫlamītu’s family were Emarite citizens. Then, perhaps one may argue that that sentence says rather, that when Na’mi-šada (an Emarite) enters into (the household of) Yaḥanni-ili (a foreign resident) as his wife, he cannot treat her as a foreign resident. In this case, however, the unnatural alteration of the subject of the verbs, he (īḫuz in l. 15) → she (anna muḫḫi-[s]u) ėrub in l. 16) → he (ugâr in l. 17), would be problematic. Needless to say, if it were Yaḥanni-ili who entered into (the household of) Na’mi-šada (anna muḫḫi-[s]), there would be no such apprehension that her status would change.
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a daughter of Emar,” in ll. 17f. and 21f., in the light of this understanding of the two families. In both cases, it can be understood that the clause is used to protect the legal status of a free woman in a low socio-economic position, in a marriage or divorce. In the former case, the stipulation that Yaḥanni-li be gentle with Naʾmi-ša(li)da can easily be paraphrased as saying that he shall not treat her as a maid or slave. As for the latter case, it must mean that if Aḥi-ḥaṃīṣ divorces Aḥlamitu, he will divorce her using due process, such as the payment of divorce money (cf. Westbrook 2003a, 670), most probably according to the customary law for the daughters of Emar.22 In other words, he has to treat her as divorcées are normally treated. This immediately reminds us of the meaning of the almattu-azibtu formula in the Syro-Hittite-type texts. If the meaning is the same, is not the intent also?

The answer must be positive. In my opinion, the clause means that she is to be treated as a free woman, not as a slave. This point is supported by a matrimonial adoption contract from Nuzi, AASOR XVI 42. In this text, Ḫanate, a female slave (GÉME) of Tulpun-naya,23 takes Ḫalb-abuša, daughter of the couple Šukr-apollo and Ḫiar-elli, as her “daughter and daughter-in-law,” so that Ḫanate may marry Ḫalb-abuša to whomever she likes (including a slave) and acquire her estate (ll. 3–15). However, this contract adds the following stipulations (for ll. 21f. see Abrahimi and Lion 2012, 36 n. 123):

20 ū Ḫa-na-te Ḫal-bá-bu-ša 21 ša ki-i DUMU-MÍ a[r-r]a-áp-ḫe i-p[u]-ša-aš-ši 22 a-na GÉMETI ti la ū-ta-ar-ši

Ḫanate (shall) tr[e]at Ḫalb-abuša as a daughter of Ar[rr]apḫa. She shall not turn her into a slave.

This text says positively, that Ḫanate must treat Ḫalb-abuša as a female citizen of (the land) Arrapḫa, and negatively, that she will not make her a slave. That is, even though Ḫalb-abuša was from a poor family24 and is now put under control of the slave Ḫanate, she cannot be enslaved,25 because she is “a daughter of Arrapḫa.” We see here a clear contrast between a female citizen and a slave, and the resolution to protect Ḫalb-abuša’s original status as the former.

In view of the above, the statement in RE 61, “because she is a daughter of Emar” concerning Naʾmi-šada and Aḥlamitu, probably presupposes the same contrast and has the same

22 It is difficult to assume that this duty would not also apply in the case that Yaḥanni-li divorced Naʾmi-ša(li)da. Likewise, the husband’s duty to be gentle with his wife (ll. 15–17) was probably not restricted to Yaḥanni-li; I think Aḥi-ḥaṃis too, owed the same duty to Aḥlamitu. If so, like the phrase kīma mārat Emar noted above, probably whenever the clause kīma mārat (uru)šīt Emar is used for one of the two women, it substantially concerns also the other one. This is probably due to the desire of the scribe (l. 31) to avoid repeating the same stipulation in this document. As for the scribe’s name, I suggest reading ‘EN3-li-ia for Beliya. Cf. ‘dingir3-li-ya for Illya (Beckman 1996, 80); ib-ši-ia (Durand 2013, 52 n. 90, with previous literature).
23 For this wealthy woman who engaged in various economic transactions, see Abrahimi and Lion 2012 (the matrimonial adoption of Ḫalb-abuša is dealt with in pp. 36–38, 57).
24 As suggested by the fact that Ḫalb-abuša is given in matrimonial adoption. Note also the following statement of her parents: “(To) Ḫana[te] we appealed(?) from the street (P[N] iš-tu sī-u-qi:MEŠ i-li-im-d[u]-um-ma ni-pu-šu-mi) and gave Ḫalb-abuša” (ll. 17–19). For the enigmatic expression ilimtumma epēšu, see CAD I & J, 71b–72a; cf. AHw, 371a (s.v. ilimtumma). It is likely that their appeal(?) “from the street” indicates their economic hardship (Abrahimi and Lion 2012, 36 and n. 124).
25 This means also that even if Ḫanate marries Ḫalb-abuša to a slave (ll. 9f.), she does not thereby become a slave (Abrahimi and Lion 2012, 36).
intent. In this sense, we may regard this clause as parallel to the *almattu-azibtu* formula.

**IV. Closing Remarks**

As shown by the use of the phrase *kīma āli*, “according to (the custom of) the city,” in eleven texts, Emar had customary law. Although it is attested only for a debt contract and inheritance by division of the family estate, there is no doubt that it covered other areas in the social life of the citizens. In this respect, the variant phrase *kīma mārāt Emar*ki*, “according to (the custom for) the daughters of Emar,” found in a marriage contract of the Syrian type, *RE* 61, is noteworthy. This shows that there was customary law for the female citizens, and that it regulated their marriages.

Concerning the status of female citizens in Emar, *RE* 61 provides us also with further insights. What is important is the clause *kīma mārat* (unu.ki)*Emar*ki*šīt*, “because she is a daughter of Emar,” which is used twice, one for the marriage of Na‘mi-šada, the other for the possible divorce of Aḥlamitu; both women were probably from poor families. If my reading of the text is correct, in the former case, the text stipulates that the husband be gentle with his wife. We may learn here that the society of Emar was not male-absolute, though certainly male-centered. On the other hand, in the latter case, the text stipulates that the husband shall use due process in the case he divorces his wife. That is, he has to treat her as other normal divorcées.

In these cases, the clause *kīma mārat* (unu.ki)*Emar*ki*šīt* is meant to protect the legal status of free women who are in a low socio-economic position. Because of this common intent, this clause is to be regarded as parallel to the *almattu-azibtu* formula in the Syro-Hittite-type texts. If this is correct, although different expressions are used in the texts of different types, the idea that such women should be protected was a general one in Emarite society. “Because she is a daughter of Emar,” she is to be treated as a free woman, not as a slave.

**Bibliography**

Abrahami, P., and B. Lion 2012: “L’archive de Tulpun-naya,” in P. Abrahami and B. Lion (eds.), *The Nazi Workshop at the 55th Rencontre Assyriologique Internationale (July 2009, Paris)*, SCCNH 19, Bethesda, Md., 3–86.

Arnaud, D. 1985: *Recherches au pays d’Ašṭata. Emar VI/1–2*, Paris.

Arnaud, D. 1986: *Recherches au pays d’Ašṭata. Emar VI/3*, Paris.

Arnaud, D. 1987: “La Syrie du moyen-Euphrate sous le protectorat hittite: contrats de droit privé,” *Aula Orientalis* 5, 211–241.

Arnaud, D. 1991: *Textes syriens de l’âge du Bronze récent*, Aula Orientalis - Supplementa 1, Sabadell.

Arnaud, D. 1992: “Tablettes de genres divers du moyen-Euphrate,” *Studii Micenei ed Egeo-Anatolici* 30, 195–245.

Beckman, G. 1996: *Texts from the Vicinity of Emar in the Collection of Jonathan Rosen*, History of the Ancient Near East / Monographs II, Padova.

Ben-Barak, Z. 2006: *Inheritance by Daughters in Israel and the Ancient Near East: A Social, Legal and Ideological Revolution*, Jaffa.

Chavalas, M. W. (ed.) 1996: *Emar: The History, Religion, and Culture of a Syrian Town in the Late Bronze Age*, Bethesda, Md.

Dalley, S., and B. Teissier 1992: “Tablets from the Vicinity of Emar and Elsewhere,” *Iraq* 54, 83–111, pls. X–XIV.

Démare-Lafont, S. 2014: “Modèle familial et solidarités sociales à Émar,” in L. Marti (ed.), *La famille dans le Proche-Orient ancien: réalités, symbolismes, et images (= CRRA 55*), Paris, 397–412.

Durand, J.-M. 1989: Review of Arnaud 1986, *RA* 83, 163–191.

Durand, J.-M. 2013: “Quelques textes sur le statut de la femme à Émar d’après des collations nouvelles,” *Semitica* 55, 25–60.
Because She Is a Daughter of Emar: On the Customary Law for the Female Citizens of Emar

Durand, J.-M., and L. Marti 2003: “Chroniques du Moyen-Euphrate 2: Relecture de documents d’Ekalte, Émar et Tutul,” RA 97, 141–180.

Faist, B. 2006: “Zur Häusertypologie in Emar: Archäologie und Philologie im Dialog,” Bagh. Mitt. 37 (= Fs. Finkbeiner), 471–480.

Faist, B. 2012: “Die Rolle der Stadt im spätbronzezeitlichen Emar,” in G. Wilhelm (ed.), Organization, Representation, and Symbols of Power in the Ancient Near East (= CRRA 54), Winona Lake, Ind., 111–128.

Fleming, D. E. 2000: Time at Emar: The Cultic Calendar and the Rituals from the Diviner’s Archive, Winona Lake, Ind.

Grosz, K. 1987: “On Some Aspects of the Adoption of Women at Nuzi,” in D. I. Owen and M. A. Morrison (eds.), General Studies and Excavations at Nuzi 9/1, SCCNH 2, Winona Lake, Ind., 131–152.

Hallo, W. W. 2002: “Love and Marriage in Ashtata,” in S. Parpola and R. M. Whiting (eds.), Sex and Gender in the Ancient Near East (= CRRA 47), Helsinki, 203–216.

Herles, M. 2007: “Zur geographischen Einordnung der aḫlamû – eine Bestandsaufnahme,” Aof 34, 319–341.

Ikeda, J. 2008: “L’adoption matrimoniale à Emar (Syrie, XIIIe s. av. J.-C.),” Revue historique de droit français et étranger 86, 1–19.

Justel, J. J. 2014: “Women and Family in the Legal Documentation of Emar (with Additional Data from Other Late Bronze Age Syrian Archives),” Kaskal 11, 57–84.

Márquez Rowe, I. 1997: “Ḫalab in the XVIth and XVth Centuries B.C.: A New Look at the Alalāḫ Material,” WZKM 87, 177–205.

Márquez Rowe, I. 2003: “Alalakh,” in Westbrook 2003b, 693–717.

Mayer, W. 2001: Tall Munbāqa - Ekalte II: Die Texte, WVDOG 102, Saarbrücken.

Mori, L. 2008: “Information on Landscape from the Emar Legal Texts,” in L. d’Alfonso et al. (eds.), The City of Emar among the Late Bronze Age Empires: History, Landscape, and Society, AOAT 349, Münster, 113–128.

Pressler, C. 1998: “Wives and Daughters, Bond and Free: Views of Women in the Slave Laws of Exodus 21.2–11,” in V. H. Matthews et al. (eds.), Gender and Law in the Hebrew Bible and the Ancient Near East, Journal for the Study of the Old Testament Supplement Series 262, Sheffield, 147–172.

Schmidt, B. B. 1996: “The Gods and the Dead of the Domestic Cult at Emar: A Reassessment,” in Chavalas 1996, 141–163.

Sigrist, M. 1993: “Seven Emar Tablets,” in A. F. Rainey (ed.), kinattūtu ša dārâti (= Gs. Kutscher), Tel Aviv, 165–187, pls. II–VIII.

Streck, M. P. 2000: “Keilschrifttexte aus Münchener Sammlungen,” ZA 90, 263–280, Taf. I.

Tsukimoto, A. 1991: “Akkadian Tablets in the Hirayama Collection (II),” Acta Sumerologica 13, 275–333.

van der Toorn, K. 1995: “The Domestic Cult at Emar,” JCS 47, 35–49.

von Dassow, E. 2008: State and Society in the Late Bronze Age Alalakh under the Mittani Empire, SCCNH 17, Bethesda, Md.

von Soden, W., and W. Röllig 1991: Das akkadische Syllabar, Fourth edition, AnOr 42, Rome.

Westbrook, R. 1988: Old Babylonian Marriage Law, AFO Beiheft 23, Horn.

Westbrook, R. 2003a: “Emar and Vicinity,” in Westbrook 2003b, 657–691.

Westbrook, R. (ed.) 2003b: A History of Ancient Near Eastern Law, 2 vols., Handbook of Oriental Studies I-72, Leiden.

Wiseman, D. J. 1953: The Alalakh Tablets, London.

Yamada, M. 1997: “Kīma āli: On the Customary Law of Emar,” Bulletin of the Society for Near Eastern Studies in Japan 40/2, 18–33 (in Japanese with English abstract; https://www.jstage.jst.go.jp/article/jorient1962/40/2/40_2_18/_article).

Yamada, M. 2013: “Widows and Divorcées as Free Women in Emar: A Study of the almattu-azibtu Formula,” Bulletin
Yamada, M. 2014: “On Ekalte II 25,” *Bulletin of the Society for Near Eastern Studies in Japan* 57/1, 73–75 (in Japanese).