

One of the central points arising from the late E. A. Speiser's essay "The Wife-Sister Motif in the Patriarchal Narratives"<sup>1</sup> was his identification of the Nuzi ahātūti (sistership)<sup>2</sup> contract in the book of Genesis. Speiser made his identification in the stories concerning Abraham and Isaac in Egypt and Gerar and in the story concerning the betrothal of Rebekah in Genesis 24. In the first case, Speiser noted that on three different occasions a patriarch finding himself in danger in a foreign land on account of the beauty of his wife resorts to the subterfuge of passing himself off as the woman's brother. This he contended could be explained by reference to the Nuzi ahātūti contracts. In the second case, Speiser asserted that the details surrounding the betrothal of Rebekah in Genesis 24 are modeled after an ahātūti document. It is the intention of this paper to reexamine some of the Nuzi material concerning the ahātūti contracts to see if Speiser's interpretation and his application of them to the biblical accounts are valid.

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<sup>1</sup> A. Altmann (ed.), Studies and Texts, I: Biblical and Other Studies (Waltham, Mass., 1963), pp. 15-28. Reprinted in J. J. Finkelstein and M. Greenberg (eds.), Oriental and Biblical Studies (Philadelphia, 1967), pp. 62-82. References will be made to the reprint under the abbreviation "Motif."

<sup>2</sup> We have from Nuzi a number of ahātūti documents, which record the adoption of a girl as the sister of her adopter. Her brother, her father, or even she herself could arrange the adoption in order to provide her with a guardian who would eventually arrange her marriage.

Three of the basic texts which Speiser used for his interpretation<sup>3</sup> of the aḫātūti contract are HSS 5, 80; HSS 5, 69; and HSS 5, 25.<sup>4</sup>

#### HSS 5, 80

tuppi riksi ša (2) Akkulenni mār Akiya (3) itti Ḥurauzzi mār Ennaya <ina> (4) beriššunu riksa iṭtaksūš (5) u Akkulenni aḫassu (6) Beltakkadummi ana (7) aššūti ana Ḥurauzzi ittadinšu (8) u Ḥurauzzi l alpa 10 šiqil kaspī ḥašaḫušennu kīma terḫatišu (10) ša Beltakkadummi (11) ana Akkulenni inandin (12) umma Akkulenni mīnummê (13) kasapšu riḫtu ša Beltakkadummi (14) ana mulūgūti u ana qannišu (15) ana Beltakkadummi irtaksūmi (16) šumma Beltakkadummi pirqa (17) irtaši Akkulenni uzakkāma (18) ana Ḥurauzzi inandin (19) šumma Beltakkadummi (20) mārā ullad Ḥurauzzi (21) aššata šanīta u lā ileqqe (22) šumma Beltakkadummi (23) mārā lā ullad Ḥurauzzi (24) aššata šanīta ileqqe (25) umma Akkulenni (26) Kapulanza aḫātiya (27) ana mārūtūti ana (28) Ḥurauzzi idnaššu (29) u Ḥurauzzi Kapulanza (30) ana aššūti ašar ḥāšihšunu (31) inandinma kaspīšu ileqqe (32) immatimê Kapulanza itti (33) mutišu ittanālu šurrumma (34) 20 šiqil kaspā ḥašaḫušennu (35) Ḥurauzzi ana Akkulenni inandin (36) šumma Kapulanza pirqa irtaši (37) Akkulenni uzakkāšumma (38) ana Ḥurauzzi inandin (39) mannūme ina beriššunu ibbalkatu (40) l manu kaspā l manu hurāša umalla Kapulanza ana aššūti ana l ardi lā inandin

Contract-tablet<sup>5</sup> of Akkulenni son of Akiya;<sup>6</sup> he and Ḥurauzzi son of Ennaya drew up a contract between them:

Akkulenni shall give his sister Beltakkadummi as wife to Ḥurauzzi. And Ḥurauzzi shall pay 1 ox (and) 10 shekels of ḥašaḫušennu silver to Akkulenni as the bride-price for Beltakkadummi. Thus spoke

<sup>3</sup> Speiser's interpretation of the material derives from P. Koschaker's "Fratrarchat, Hausgemeinschaft und Mutterrecht in Keilschrifttexten," ZA 41 (1933), 1-89, especially pp. 13-34. Speiser does not include the texts of the documents in his study.

<sup>4</sup> The texts are given here in the order imposed on them by logic: in HSS 5, 80, the agreement (riksu) to the marital arrangements is recorded; HSS 5, 69, records the giving of the girl but not the payment of money; and HSS 5, 25, records the payment of the agreed price.

<sup>5</sup> There may be support here for S. Greengus's argument that riksu/riksātum is the (oral) premarital agreement ("The Old Babylonian Marriage Contract," JAOS 89 [1969], 506-515). We could also adduce the Talmudic dictum against betrothal of a woman without prior (oral) negotiations (Qiddušin 12b).

<sup>6</sup> The translations are complete except for the witnesses' names and seals. In most cases, the abstract relationship has been replaced by less awkward English: "into sistership" has become "as sister," etc. The reader is referred to R. Borger, Handbuch der Keilschriftliteratur (Berlin, 1967) for other editions of the texts. The normalizations ignore some of the peculiarities of phonetics and writing that abound in the Nuzi texts.

Akkulenni: "All the remaining money for Beltakkadummi shall be bound in her hem for Beltakkadummi as her dowry."

If there is a claim against Beltakkadummi, Akkulenni shall clear her and return her to Hurazzi. If Beltakkadummi bears a son, Hurazzi shall not take another wife; but if Beltakkadummi does not bear a son, Hurazzi may take another wife.

Thus spoke Akkulenni: "I have given my sister Kapulanza as daughter to Hurazzi. Hurazzi shall marry her off to whomever he pleases and take the money." As soon as Kapulanza sleeps with her husband, Hurazzi shall immediately pay 20 shekels of ḥaṣaḥuṣennu silver to Akkulenni. If there is a claim against Kapulanza, Akkulenni shall clear her and return her to Hurazzi.

Whoever among them breaks this contract shall pay 1 mina of silver and 1 mina of gold.

Kapulanza is not to be married off to a slave.

#### HSS 5, 69

tuppi aššūti! ša Akkulenni (2) mār Akiya u aḥassu (3) Beltakkadummi (4) ana aššūti! ana Hurazzi (5) mār Ennaya ittadin (6) u Hurazzi 40 šiqil kaspi (7) ana Akkulenni ittadin (8) šumma Beltakkadummi (9) pirqa irtaši Akkulenni (10) uzakkāma ana Hurazzi (11) inandin mannu ša ibbalkatu (12) 1 manu kaspā 1 manu ḥurāša (13) umalla tuppu ina arki (14) šudūti ina bāb abullim (15) ša Temtena šaṭir

Marriage(!)<sup>7</sup> tablet of Akkulenni son of Akiya:

He gave his sister Beltakkadummi in marriage(!) to Hurazzi son of Ennaya. Hurazzi shall pay 40 shekels of silver to Akkulenni. If there is a claim against Beltakkadummi, Akkulenni shall clear her and return her to Hurazzi.

Whoever breaks this contract shall pay 1 mina of silver and 1 mina of gold.

The tablet was written after proclamation in the entrance gate of Temtena.

#### HSS 5, 25

lišānšu ša Akkulenni (2) mār Akiya ana pāni awēlūti (3) annūti kīam iqtabi (4) aḥātiya Beltakkadummi (5) ana aššūti ana Hurazzi (6) mār Ennaya attadin (7) u anāku 40 šiqil kaspā ša (8) aḥātiya ša Beltakkadummi (9) ašar Hurazzi elqēma (10) u aplākuma lišānšu ša (11) Beltakkadummi (12) ana pāni awēlūti šībūti (13) annūti kīam iqtabi (14) ramāniya u aḥuya (15) Akkulenni ana aššūti (16) ana Hurazzi iddinannimi (17) umma Hurazzama (18) aššum Kap[ulanza!] (19) ina arki Akkulenni (20) lā ašassi ša ina (21) berīššunu ibbalkatu (22) 1 manu kaspā 1 manu ḥurāša (23) umalla tuppu (24) ina arki andurāri (25) ina bāb abulli (26) ša Matīḥa šaṭir

<sup>7</sup> Written a-ḥa (for šu!)-ti.

The declaration of Akkulenni son of Akiya, in the presence of these men he spoke as follows: "I have given my sister Beltakkadummi in marriage to Hurazzi the son of Ennaya; and I have received from Hurazzi the 40 shekels of silver for Beltakkadummi, and I am paid."

The declaration of Beltakkadummi, in the presence of these witnesses she spoke as follows: "With my consent my brother Akkulenni has given me in marriage to Hurazzi."

Thus spoke Hurazzi: "I shall raise no claims against Akkulenni concerning Kap[ulanza]."

Whoever breaks this contract shall pay 1 mina of silver and 1 mina of gold.

The tablet was written after release in the entrance gate of Matiḥa.

Speiser noted from the above that in HSS 5, 80, Akkulenni gives his sister Beltakkadummi in marriage (ana aššūti) to Hurauzzi, whereas in HSS 5, 69, he gives her to him "as sister" (ana aḫāti). Thus, asserted Speiser, "it follows that a wife could have simultaneously the status of sister" and "the fact that a separate sistership document was deemed necessary, in addition to the usual marriage contract, points up the importance of the husband's concurrent status as brother."<sup>8</sup> But this interpretation is dependent on the reading of a-ḫa-ti in HSS 5, 69, as a by-form of aḫātūti.<sup>9</sup> In our opinion, the reading of a-ḫa-ti is incorrect. For not only does aḫāti yield no meaning here, it does not occur elsewhere; the other two texts (HSS 5, 80, and HSS 5, 25) refer to the transaction as aššūti. We suggest that what was copied as ḫa was a scribe's poorly written šu and that the correct reading is ana a-šu-ti (= ana aššūti).<sup>10</sup>

In general, Speiser's interpretation of the aḫātūti material is open to question. For example, Speiser asserted that two important criteria in an aḫātūti contract were a statement of the girl's consent<sup>11</sup> and the ceremonial payment to indicate the gravity of the contract.<sup>12</sup> However, as regards the first criterion, only three of the ten aḫātūti contracts that we have from Nuzi contain such statements; and

<sup>8</sup> Motif, p. 69.

<sup>9</sup> Cf., CAD A<sup>2</sup>, p. 173b, where the reading is a-ḫa-<tu>-ti.

<sup>10</sup> The one difficulty would be the writing a-šu-ti, since the double š is otherwise indicated in Nuzi. We should note, however, that the other tablets in the series have writings SAL<sup>ti</sup> and aš-šu-ti, so the variation would not be totally out of place.

<sup>11</sup> Motif, p. 79.

<sup>12</sup> Ibid., p. 71.

these only occur when the brother is to receive less than the regular forty shekels. In other words, in these cases the bride is simply giving her consent to be betrothed for less than the regular bride price.<sup>13</sup>

In support of his second criterion that ceremonial payment was a feature of sistership transactions, Speiser declared that thirty shekels of the regular bride price of forty shekels had to be paid in terms of animals at the fixed rate of one ox, one ass, and ten sheep. This rigid mode of payment, he asserted, "is always reserved for cases of unusual gravity" and "this ominous type of payment is typical of the sistership transactions."<sup>14</sup> However, the texts do not bear Speiser out. From the three texts which he adduced as evidence for this phenomenon, HSS 5, 80 (as we have seen above), is not an ahātūti text but an aššūti text. Likewise, HSS 5, 79, is not an ahātūti text but a kallūti text (see below), while in JEN 78 there is reduced, not extra or rigid, payment. Thus, ceremonial payment is not a regular feature of the ahātūti documents.

Moreover, if Speiser's claim about the gravity of the transactions were true, we would expect an extra heavy fine for breaking the contract.<sup>15</sup> The penalty involved, however, is the standard fine for breaking any kind of contract in Nuzi: one mina of silver and one mina of gold.<sup>16</sup> The regularity of the fine for breach of the contract is due, then, to the unexceptional nature of the ahātūti transaction.

Obviously, a fresh examination of the ahātūti material must be made, and a less vulnerable interpretation sought. Since the ahātūti transactions were indirectly involved with marriage, they must be seen in the context of the other Nuzi marriage documents. From the approximately sixty marriage-related tablets from Nuzi we learn that the most common form (26 occurrences) of marriage arrangement

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<sup>13</sup> Perhaps we should compare Qiddušin 11a, where the Gemara rejects as the reason for a minimum amount by which a woman can be betrothed the one given by Rab Zeira: woman's vanity. If she consented to be betrothed for less, the arrangement would be valid; but the halakah is that a woman cannot be legally betrothed for less than one perutah.

<sup>14</sup> Motif, p. 71.

<sup>15</sup> So Speiser claims in his Genesis, Anchor Bible (New York, 1964), p. 92.

<sup>16</sup> The variant fines "1 maid in good condition" (HSS 5, 26); "1 mina of gold" (HSS 16, 54); "2 oxen" (HSS 19, 68); and "2 maids" (HSS 19, 69) are also common in Nuzi. They indicate that breaking the ahātūti contract is more a misdemeanor than a felony.

was mārtūti u kallatūti (daughterhood and daughter-in-lawhood). Under this arrangement, a girl was adopted by her future father-in-law or mother-in-law<sup>17</sup> with the understanding that the father-in-law could marry the girl himself or give her in marriage to whomever he pleased.<sup>18</sup>

The girl's father or brother, real or adoptive, normally arranged the marriage; but the bride herself, her mother, or even her uncle could make the arrangements. The Nuzi marriage documents can be charted as follows:

FREQUENCY OF OCCURRENCE OF MARRIAGE ARRANGEMENTS AT NUZI<sup>19</sup>

| Arranger of<br>the marriage | Type of arrangement            |               |                |                  |                |
|-----------------------------|--------------------------------|---------------|----------------|------------------|----------------|
|                             | <u>mārtūti u<br/>kallatūti</u> | <u>aššūti</u> | <u>aḫātūti</u> | <u>kallatūti</u> | <u>kallūti</u> |
| Father (26)                 | 16                             | 8             | -              | 2                | -              |
| Brother (17)                | 3                              | 6             | 5              | 2                | 1              |
| Bride (7)                   | 3                              | 2             | 2              | -                | -              |
| Mother (4)                  | 2                              | 2             | -              | -                | -              |
| Uncle (1)                   | -                              | 1             | -              | -                | -              |
| Undefined (5)               | 2                              | -             | 3              | -                | -              |
| Totals (60)                 | 26                             | 19            | 10             | 4                | 1              |

<sup>17</sup> It may be a case of mārtūti u kallatūti that Abraham was trying to explain to Abimelech, Terah having adopted Sarai in order to marry her to Abram. This explanation would clarify Abraham's statement, "She is my father's daughter, but not my mother's" (Gen. 20:12). (By adoption ana mārtūti u kallatūti; were she adopted by Abraham ana aḫātūti, she would be as much his mother's daughter as his father's.) There may also be a hint of this in 11:31, where Sarai is called Terah's daughter-in-law and then Abraham's wife; not enough material is available to make any more than a passing suggestion. If we do assume that there are reflections of Nuzi customs in the narratives, we would do better to look to normal cases for parallels.

<sup>18</sup> It may not be out of place to compare with this arrangement Exodus 21:7-11.

<sup>19</sup> There are also a few receipts for bride-price money; but because the details of the transactions they represent are lacking, they are not included in the chart. Also not included are two apparently reversed transactions: JEN 636, which records an aḫātūti transaction and its reversal, and JEN 638, a mārtūti u kallatūti transaction (perhaps arranged by an adoptive brother) reversed in JEN 649.

With one exception,<sup>20</sup> all the texts that have to do with aḥātūti are transfers of the marrying rights to the adopting brother. In HSS 19, 67, the details of the transfer comprise the whole text.

## HSS 19, 67

tuppi aḥātūti ša (2) Azumnaya mārāt Ḥašeya (3) Numiya mār Ḥuyana (4) aḥātūti ītepuš (5) u Numiya Azumnaya (6) ana aššūti inandin (7) 1 alpa ašar ḥatāni Numiya (8) ileqqe rīḥtu kasapšu (9) ša Azumnaya (10) u aḥassu ša (11) Azumnayama Ḥašipteru (12) ileqqe mannû ina (13) beriššunu ibbalkatu (14) 1 mana kaspā 1 mana ḥurāša (15) umalla tuppi annī (16) ina arki šudūti ina (17) Nuzi ina bāb x-ma-si (18) ina araḥ Ḥuriši šaṭir

Sistership tablet of Asumnaya daughter of Ḥašeya:

Tarmiya son of Ḥuyana adopted (her) as sister, and Tarmiya shall marry off Asumnaya. Tarmiya shall take 1 ox from the groom; but Asumnaya's brother Ḥašipteru shall take the rest of the money for Asumnaya.

Whoever among them breaks this contract shall pay 1 mina of silver and 1 mina of gold.

An example of a marriage arranged by an adoptive brother (a brother from a previous aḥātūti contract) is the kallūti document HSS 5, 79.<sup>21</sup>

## HSS 5, 79

tuppi kallūti ša (2) Šartešup mār Ziwirkatum (3) aḥassu Šuwarninu (4) ana kallūti ana Ilanu (5) mār Tauki iddin u Ilanu (6) 40 šiqil kaspi kīma kaspi ša (7) Šuwarninu ana (8) Šartešup inandin (9) u Ilanu 36 manu anāka (10) kīma alpi 24 manu anāka (11) kīma imēri 10 immeru u 10 šiqil kaspā (12) kīma ḥašaḥušennu (13) ana Šartešup inandin (14) libbi ša kaspi ša alpi (15) ina ūmi annī 19 manu anāka (16) Ilanu ana Šartešup iddinu (17) u Ilanu Šuwarninu (18) ana mārišu ana aššūti inandin (19) mannu ina libbi mārišu (20) ḥašḥu ana aššūti inandin (21) šumma Šuwarninu (22) paqirana irtaši (23) Šartešup (24) Šuwarninu uzakka (25) ana Ilanu inandin (26) umma Šuwarninu (27) anāku aḥātūti (28) ana Šartešup (29) 5-tan šiqil kaspā (30) ina šatti u šatti (31) inandin mannu ina beriššunu (32) ibbalkatu 1 manu kaspā 1 manu ḥurāša (33) umalla

<sup>20</sup> In HSS 19, 70, a woman is taken into sistership by a man who will henceforth have the right to marry off her daughter.

<sup>21</sup> Speiser considered HSS 5, 79, an aḥātūti document because the girl's brother arranges the marriage: but not every transaction involving brothers is automatically an aḥātūti transaction!

Daughtership tablet of Šartešup son of Ziwirkatum:  
He gave his sister Šuwarninu to Ilanu son of Tauki as daughter-in-law. And Ilanu shall pay 40 shekels of silver to Šartešup as the money for Šuwarninu. And Ilanu shall pay to Šartešup 36 minas of lead equal in value to 1 ox, 24 minas of lead equal in value to 1 ass, 10 sheep, and 10 shekels of silver as hašapušennu. Out of the money for the ox, Ilanu paid 19 minas of lead on that day to Šartešup.

And Ilanu shall give Šuwarninu in marriage to his son-- to whichever of his sons he wishes he may marry her off.

If Šuwarninu has a claimant, Šartešup shall clear her and return her to Ilanu.

Thus spoke Šuwarninu: "I am in sistership with Šartešup;<sup>22</sup> he shall pay 5 shekels annually."<sup>23</sup>

Whoever among them breaks this contract shall pay 1 mina of silver and 1 mina of gold.

Interestingly enough, Šuwarninu makes it quite clear that since Šartešup is still her brother (perhaps he is maintaining certain inheritance rights), he is expected to continue to contribute to her support, albeit minimally.

As it can be seen, ahātūti differs very little from mārtūti u kallatūti (daughterhood and daughter-in-lawhood), except in name. Former explanations of the ahātūti phenomenon have occasioned theories based on anthropological explanations that vestiges<sup>24</sup> or the development<sup>25</sup> of a fraternal society obtained in Nuzi. Much simpler is the explanation that girls given to men of an older generation were given ana mārtūti u kallatūti, whereas girls given to their contemporaries were given ana ahātūti. That is, the transaction was named for the natural relationship it resembled most.

If the present analysis of the ahātūti documents holds, any alleged parallels to the Bible are premature.<sup>26</sup> As for the biblical texts themselves, the best key we have for understanding the wife-sister motif in Genesis is careful reading of the text itself.<sup>27</sup>

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<sup>22</sup>Whence his authority to arrange the marriage. It is also possible that Šuwarninu is Šartešup's real sister, but it is not as likely that Šuwarninu would have to make her declaration if she were.

<sup>23</sup>Speiser (AASOR 10, p. 58) closes the quote after "Šartešup."

<sup>24</sup>Koschaker, "Fratriarchat...", ZA 41, p. 30.

<sup>25</sup>A. Skaist, "The Authority of the Brother at Arrapha and Nuzi (Nuzi)," JAOS 89 (1969), p. 17.

<sup>26</sup>The most provocative suggestion by Speiser is his claim that

the details surrounding the betrothal of Rebekah in Genesis 24 are modeled after an apātūti document, which begins with a statement of the type of transaction, continues with the names of the principals of the transaction and the details of payment, and concludes with a statement of the girl's consent. The principals of the contract, according to Speiser, are Eliezer and Laban, for he considers the mention of Bethuel in verse 50 an intrusion. But there is no real proof that Bethuel is dead, and there are hints that he is still alive. His inactivity is probably due to the author's desire to draw Laban as a cheat. As to the stress laid on Laban's being Rebekah's brother, the constant reference to "brother" and "our sister" in the passage would, if anything, be a sure indication that no apātūti was taking place, for Laban would be declaring that he is retaining his status of brother (cf., HSS 5, 79). But the use of "sister" in the blessing more probably is a reflex of the common Semitic use of terms for family relations for our "darling." Cf., Song of Songs 4:9, 10, 12; 5:1, 2, for "sister." The usage is at least as old as the Old Babylonian period; cf., M. Held, "A Faithful Lover in an Old Babylonian Dialogue," JCS 15 (1961), p. 13, note to I, 14. What Speiser calls "perhaps most significant of all" is Rebekah's consent to the arrangement. But not even Laban or Bethuel was free to demure--"the matter stems from the Lord; we cannot speak to you bad or good"--let alone Rebekah. The marriage is arranged without her consent, and she is asked the next day whether she is willing to leave home with Eliezer, not whether she agrees to the match.

<sup>27</sup> It is most unfortunate, therefore, that the popularity of the Anchor Bible series will result in the canonization of Speiser's thesis among laymen and scholars not adequately equipped to question his arguments.

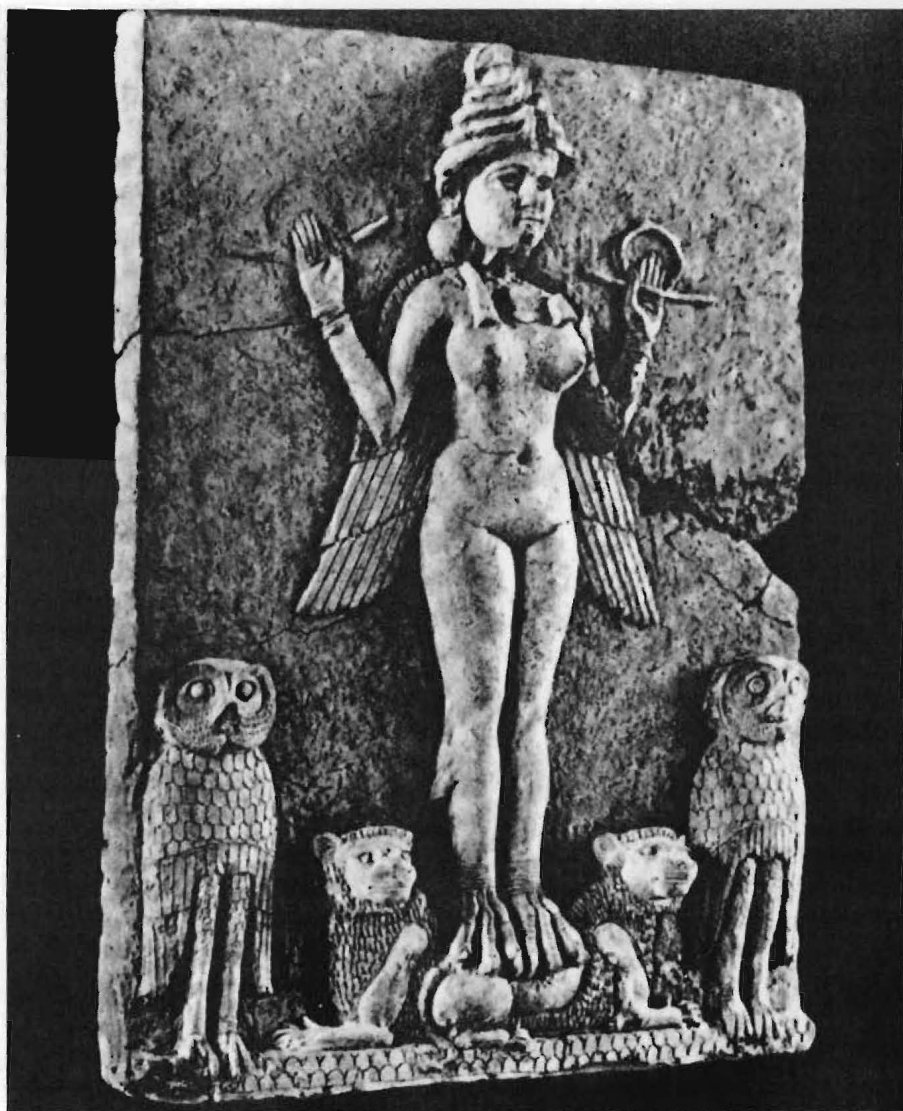


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