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Redemption in the Old Babylonian Period: texts, archives, practice

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Redemption in the Old Babylonian Period: Texts, Archives, Practice

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Leiden, April 2020

Table of Contents

Figures and Tables 7

Introduction 9
0.1 Previous scholarship and state of the art 10
0.2 Research questions 13
0.3 Methodology 15
0.3.1 Diplomatics as method 15
0.3.2 The application of diplomatics in the present study 17
0.4 Philological treatment of select technical terms 21
0.5 Corpus and case-studies 22
0.6 Thesis structure 27

1 Redeeming the priesthood: redemption among the priestly circles of Old Babylonian Nippur 29
1.2 Priesthood, prebend and crisis at OB Nippur 29
1.3 A network of archives 31
1.4 Attâ, son of Narām-Sîn 33
1.4.1 The archive of Attâ 33
1.4.2 (Re-)characterising Attâ 34
1.4.3 Attâ's prebendary portfolio: consolidation at the Šamaš temple, expansion elsewhere 35
1.4.4 Reconstructing a redemption cycle 37
1.5 Ninurta-rā'im-zērim son of Ninurta-mansum 47
1.5.1 BE 6/2 66: Ninurta-rā'im-zērim's redemption from the temple of Enki and Damgalnuna 48
1.5.2 Redemption and "penultimate transfer": evidence from the Ninurta-rā'im-zērim dossier 51
1.6 Redemption in the service of Nuska: Nuska-nīšu and Lu-Ešumeša 55
1.6.1 Redemption texts and the text of OIMA 1 32 55
1.6.2 Commentary and synthesis 59
1.7 The file of Bēltani, *nadītum* of Ninurta, daughter of Warad-Sîn 62
1.8 Redemption by Lamassum, *nadītum* of Ninurta and the adoption of Šāt-Šamaš 66
1.9 Damu-iddinam, redemption and the wider Ninlil-zigu family 69
1.10 The dossier of Ipqu-Ištar son of Namram-šarur 70
1.11 Scribal habits and the markers of redemption 73
1.11.1 Overview 73
1.11.2 Redemption texts and the form of sale texts in Nippur 74
1.11.3 The penultimate transfer clause 75
1.12 Redemption at Nippur and the paternal estate (é ad-da-ni) 78
1.13 Clustered redemption 80
1.13.1 The Ilī-sukkal dossier 81
1.13.2 Crisis and clustered redemption 84
1.14 Conclusion 86

2 Redemption among propertied families 89
2.1 Introduction 89
2.2 The character and provenance of the dossiers 89
2.3 Redemption under attack: the Ilī-ḫamad family and the dossier of Amat-Šamaš daughter of Šallūrtum 90

2.3.1 Text editions ... 91
2.3.2 Commentary ... 100
2.4 The dossier of Narāmtum the *nadītum* ... 112
2.5 The sons of Būr-Sîn and redemption in the cloister: BE 6/1 37 ... 115
2.6 Redemption by Awīl-Adad and chains of transmission ... 118
2.7 Trusted networks, acquired property and redemption in the Nūrum family ... 121
2.8 Long paths of redemption: CT 45 62 ... 125
2.9 Archival evidence of redemption of property from Babylon ... 129
2.9.1 Introduction ... 129
2.9.2 VS 22 4 ... 129
2.9.3 MDOG 38 p.8 ... 130

3 The limits of redemption: pledge, sale and the perspectives of strong creditors. 141
3.1 Introduction ... 141
3.2 Evidence from the archive of Mudādum son of Mašum ... 142
3.2.1 Reconstructing the Mudādum archive ... 142
3.2.2 Redemption in the Mudādum archive: the text of Ḫarmal 53 ... 145
3.2.3 Reconstructing the background to redemption in the Mudādum archive ... 146
3.3 The terms and limits of redemption ... 149
3.4 Synthesis and conclusions ... 154

4 Royally mandated return of property in Larsa: the content and legacy of Rīm-Sîn I's edicts ... 157
4.1 Introduction ... 157
4.2 Overview: the royally mandated return of property ... 157
4.3 An edict of Rīm-Sîn I of Larsa: CUSAS 10 18 ... 158
4.3.1 The text of CUSAS 10 18 ... 158
4.3.2 Diplomatic commentary: external characteristics ... 162
4.3.3 Diplomatic commentary: internal characteristics ... 168
4.4 Survey of archival evidence for analogous edicts: Rīm-Sîn era texts attesting a royal (Type IIb) edict ... 179
4.5 Between chancery and archive: integrating CUSAS 10 18 with the archival evidence for Type IIb edicts under Rīm-Sîn ... 192
4.5.1 Introduction ... 192
4.5.2 Edicts for the kingdom of Larsa: geographical spread and official oversight ... 193
4.5.3 Explaining the outcomes at ground-level ... 194
4.5.4 The *ana pūḫat* texts ... 195
4.5.5 Prebendal property ... 195
4.5.6 Legislating for a loophole: alterations and the return of like-for-like property 196
4.5.7 Acquisitive merchants, the intent and application of the edicts ... 197
4.6 New borders, old laws? Babylon's policy towards conquered Larsa and the legacy of Rīm-Sîn I's edicts ... 206
4.6.1 Introduction ... 206
4.6.2 Citing an edict: connecting SAOC 44 22 and CUSAS 10 18 ... 207
4.6.3 The historical anchors of SAOC 44 22 and a proposal ... 212
4.6.4 Aspects of Babylonian policy towards newly-annexed Larsa ... 213
4.6.5 Summary ... 215
4.7 Conclusion ... 215

5 Studies in the redemption of persons ... 219
5.1 Introduction ... 219
5.2 Between ransom and redemption: *ipṭirum* "redemption money" ... 220
5.2.1 General ... 220
5.2.2 Usage of *ipṭirum* ... 220
5.2.3 Between ransom and redemption ... 223
5.3 *e'iltum* "(economic) liability" ... 225

5.3.1 Summary 225
5.3.2 General 225
5.3.3 Incurring an *e'iltum* liability 226
5.3.4 *izuzzum* and *e'iltum*: standing responsible for another person's liability 226
5.3.5 Paying silver to settle an(other person's) *e'iltum* 228
5.3.6 Verbs of satisfaction/release of an *e'iltum* liability 230
5.3.7 Handing over property to satisfy an *e'iltum* liability: the case of TLB 1 250 and LH §§38-39 233
5.3.8 Selling/handing over persons against an *e'iltum* liability 234
5.3.9 Summary and conclusions 235
5.4 *kiššātum* "penalty exaction, penalty service" 236
5.4.1 Overview and previous interpretations 236
5.4.2 Old Akkadian attestation 237
5.4.3 *kiššātum*: the context of theft, loss and penalty 237
5.4.4 *kiššātum* and collocated verbs 243
5.4.5 Lexical evidence 244
5.4.6 Other attestations of *kiššātum* 246
5.4.7 *kiššātum* and redemption: CUSAS 36 194 247
5.4.8 The previous interpretation of *kiššātum* as *Dienstbarkeit* 248
5.4.9 Summary and conclusions for the meaning of *kiššātum* 250
5.4.10 *e'iltum*, *kiššātum* and the redemption of persons in the Babylonian edict MSS 251
5.5 *nepûm* "distrain", *nipûtum* "distrainee" 254
5.5.1 Introduction 254
5.5.2 Sources and previous scholarship 255
5.5.3 Terminology 255
5.5.4 The basis of distraint 257
5.5.5 The drama and tactics of distraint 259
5.5.6 Contexts for distraint: 'official' distraint and the role of Lu-igisa 261
5.5.7 Distraint in the OB school tradition 263
5.5.8 Fitting distraint into the wider picture 268
5.5.9 Distraint and redemption 269
5.5.10 Conclusion 270
5.6 Redemption of persons: text and archives by locality 271
5.6.1 Sippar 271
5.7 Early OB Diyala: observations on self-sale and sale of family members (and property) at Tutub 280
5.8 Ur, Larsa 284
5.8.1 Ur: UET 5 191 284
5.8.2 Larsa: observations on pledge and self-sale 285
5.10 Conclusion 287

6. Conclusions 289
6.1 Summaries of individual chapters 289
6.3 Outcomes of this study 295
6.3.2 Trusted networks, the possibilities and the limits of redemption 297
6.3.3 Scribal habits and chains of transmission 298
6.3.4 The place and importance of 'redemption by royal decree' 299
6.3.5 Redemption as an interdependent right 299

Abbreviations 301

Bibliography 304

Figures and Tables

Figure 1: Line drawing of CUSAS 10 18 (Copy: A.R. George) 18
Figure 2: BM 80107, inner tablet (left), with BM 80108, envelope (right). 19
Figure 3: Excerpted image (CDLI P262054) and transliteration of OIMA 1 48, obv. ll. 4'-7'. 20
Figure 4: Connections in the Bēltani dossier 65
Figure 5: Palaeography of DAM in BM 80181 101
Figure 6: The Ilī-ḫamad family tree (based on Suurmeijer 2014) 102
Figure 7: Family tree of Išme-Sîn 104
Figure 8: The transaction evidenced by BM 97141 112
Figure 9: Nūratum family tree 127
Figure 10: Reconstructing the steps in CT 45 62 137
Figure 11: redemption process in DCS 97 (based on Charpin 1994) 138
Figure 12: Edict of Ammi-ṣaduqa §§20-21 MSS 252
Figure 13 Comparison of Group A school letters dealing with distraint 265
Figure 14: Comparison of Group B school letters dealing with distraint 266

Table 1: Nuska-nīšu's acquisitions in Si 28 and their antecedents 60
Table 2: Comparison of redemption and sale texts 74
Table 3: The 'penultimate transfer clause' in the Nippur archives 76
Table 4: redemption texts dated to Si 28 85
Table 5: Mudādum text group based on texts published in Suleiman 1966, 1978 144
Table 6: Interpretations of the dates of CUSAS 10 18 178
Table 7: Property acquisitions from the dossier of Abum-waqar 200
Table 8: Ubār-Šamaš and the edicts of Rīm-Sîn 204
Table 9: Overview of the dossier of Amurrum-šēmi son of Ubajatum 207
Table 10: Textual parallels between SOAC 44 22 and CUSAS 10 18:15-18 211

Introduction

This thesis is a philological and historical study of redemption as it was practiced in Mesopotamia in the Old Babylonian period (ca. 2000-1600 BC).[1] Redemption refers to the recovery of persons or property previously sold, pledged, or exchanged. This was a varied and multi-faceted practice that is known to have had broad currency not only within Mesopotamia, but on and beyond its periphery. Indeed, it was the early awareness that analogous practices could be found in localities and textual traditions separated in space and time that encouraged synthetic or long-range historical discussions of the practice.[2] The focus here is different, it seeks to reconstruct the individual texts and archives from the Old Babylonian (OB) period, within which redemption can be said to operate.

The study of redemption as a topic is important on a number of counts. In the first place it is a touchstone for how family networks in early Mesopotamia protect the patrimony. While we see the passage of property between generations in conventional chains of transmission, redemption involves a remarkable break in this chain when property leaves the immediate family circle, only then to be restored, or having the possibility of being restored. Redemption therefore promises a unique window on one of the most prominent 'institutions' of Mesopotamian societal life, the *bīt abim*, the 'paternal estate' and how it was protected. The basic scheme of redemption, transfer and recovery of property/persons, though simple, has far-reaching social and historical implications. By its very nature redemption relies on factors and forces outside of a family unit if it can work. The recovery of property/persons assumes there is someone to recover from, who is willing to 'sell', just as there had been someone to sell to, and a reason to do so. Uncovering this background and the relationship between these outside parties can reveal a wider social reality that could support, or fail to support, such a customary right. Redemption takes on a broader importance also on account of its royal analogue. The traditional right of redemption, securing the return of property or persons, came to be taken up as a staple part of royal prerogative by more than one Mesopotamian chancery in the form of the so-called 'restoration edicts'. The existence of this double phenomenon, redemption by traditional right and redemption by royal decree, has hardly been studied together but provides an important case study in how a tool of custom in the hands of private persons could also function as a tool of power and intervention in the hands of the king.

From the importance of the topic of redemption comes its rationale for study in the OB period. Although it was undoubtedly a practice of high antiquity, it is in the

[1] On the definition of the geographical area(s) of Mesopotamia, see Charpin 2004, 29-34, including the perils of a centre-periphery model. The archival evidence available for the study of redemption of property in chapters 1 to 3 stems mainly from sites in central and northern Mesopotamia. Chapter 4 addresses evidence from the territory of Larsa during the reign of Rīm-Sîn I, although it extends to a discussion of the legacy of Rīm-Sîn's edicts into the reign of Ḫammurabi and Samsu-iluna (albeit Amurrum-šēmi's archive contains texts some of which were redacted in Larsa territory and some in Nippur where it was found). In chapter 5 which studies aspects of the terminology and practice relating to the redemption of persons, attestations are drawn from texts with a broader provenance than central and northern Mesopotamia.

[2] Yaron 1959; Westbrook 1985.

sources from the OB period that we can first trace the workings of redemption in archival settings that show the social realities behind this right. Reconstructing the practice of redemption in this period is therefore crucial for assessments of how later periods, or peripheral areas may have shared, adapted or differed from the earlier OB practices. There is a second major reason to study the practice in the OB period. It is in this period more than any other that we can observe side by side the traditional right of redemption and its royal versions, where the prerogative of returning property or persons can be observed as a staple part of several Mesopotamian kingdoms.

The approach of this thesis is philological and seeks to reveal by means of close study of the texts and reconstructed archives the social realities that underpinned the practice of redemption. While it is not legal-historical, it engages at points closely with earlier scholarship that approached the subject from this perspective, and it is anticipated that the findings of the study can assist those scholars engaged in wider comparative study in at least one respect: the study of equity. In comparative law 'equity' and 'equitable practices' refers to the strand of law used to correct or amend perceived injustices in standard legal practice. In comparative legal studies, equity is treated in its medieval and modern English law form, with occasional reference to Classical Roman law as its oldest analogue (Koops & Zwalve 2013). Redemption in OB Mesopotamia in its traditional and royal guise shows equity to have been present in the Near East long before this time.

0.1 Previous scholarship and state of the art

Redemption as a topic has not been the subject of a book-length treatment within OB studies. It has featured sporadically in the literature from early in the history of Assyriology, chiefly in the commentary upon text editions, or in archival studies.[3] Already in 1909, based on BE 6/2 45, 64 and 66, Poebel made valuable comments on the practice of redemption in Nippur.[4] He also drew attention to a clause in which "it is often stated in the description of the ransomed object how it passed from the ransomer or his family into the possession of the present seller."[5] This was, for Poebel, "[w]ith a view of making this relation between the [ransomed object] and the ransomer more expressive."[6] This scribal convention was noted also in Charpin 1994, and the related phenomenon of describing the previous transaction as part of a chain of transmission was discussed in connection with Kutalla in Charpin 1980, 156-159.[7] It is discussed here in connection with the material of chapters 1 and 2 from Nippur, Sippar, Babylon.[8]

[3] This has been the case for other periods and corpora. For example, concerning the Old Assyrian material see e.g. Balkan 1974, 30, f.n. 12 (commenting on kt c/k 1340), and texts cited in Veenhof 2003, 464–65 with f.n. 170-172, as well as Veenhof 1999.
[4] BE 6/2 pp. 14-15.
[5] BE 6/2 p.14.
[6] BE 6/2 p.14.
[7] Also see Charpin's commentary on TS 45 (Charpin 1980, 103-104).
[8] See esp. 1.10 for the scribal conventions in Nippur; noted by Charpin 1994 in connection with redemption. The related phenomenon of describing the previous transaction as part of a chain of transmission was discussed in connection with the Kutalla texts in Charpin 1980, 156-159.

As to the practice of redemption, Poebel commented: "[w]hat the exact provisions of the law were with regard to the ransoming is still unknown. It is not likely that the ransomer possessed the right to compel the owner to sell his property to him at any time. From the analogy which the *gô'ēl* in the book of Ruth presents, we may conclude that his privilege became valid only as soon as the property changed owners."[9] This biblical analogue, coupled with the appearance of redemption in the extant provisions of the laws of Ḫammurabi, and explicitly relating to redemption of property in the laws of Ešnunna,[10] stimulated further commentary,[11] although often of a legal-historical nature. Illustrative was Westbrook's discussion of price and redemption,[12] a study appearing later unchanged in his treatment of property and the family in biblical law.[13] In Westbrook's aim to describe redemption as a single 'institution' he drew upon material from a wide range of traditions and periods. He was preceded in this approach by Yaron,[14] writing on the redemption of persons, who sought a synthesis based on a corpus covering sources from the OB period, the Old, Middle and Neo-Assyrian period, from Ugarit, and also Talmudic sources.

If these legal-historical studies reflect one strand of commentary upon redemption, a second strand – that followed in the present study – is reflected in the textual and archival approach of Charpin[15] and Veenhof.[16] Their studies revealed some local modalities of redemption while at the same time acknowledging the need for a more sustained archival treatment of the practice of redemption.[17] In seeking to answer this call in the present study, it is also important to take note of some key aspects of historical background that have been consistently linked with redemption in the literature, and which are raised in both kinds of studies mentioned above. These include: (1) the question of price – both at the point of sale and also upon redemption, (2) the relationship with sale practice, (3) the background of debt and pledge, and (4) the role of micro- or macro- crisis as the backdrop to redemption.

A sub-stream of study on the texts concerning redemption has focused on the price paid by a redeemer, in an effort to establish patterns or practice of redeeming at par, or otherwise.[18] More recently, a study of the prices of ransomed/redeemed persons in the OB archival texts was conducted by Charpin.[19] Related to this is the connection between redemption and sale practice.[20] Poebel had observed that, formally speaking,

[9] BE 6/2 p.15.
[10] LE MS A iii:25-27; LE MS B iii:10-11. On the laws of Ešnunna, see Goetze 1948, 1956; Roth 1995, 57–70.
[11] Yaron 1969, 152–54.
[12] Westbrook 1985.
[13] E.g. Westbrook 1991, 63 and 90-117.
[14] Yaron 1959.
[15] E.g. Charpin 1980 (esp. on redemption, 103, 104, 178), Charpin 1994.
[16] Veenhof 1999.
[17] Charpin 1994, 212 f.n. 5; Veenhof 1999, 615–16.
[18] Schorr 1913, 119; Westbrook 1991, 90–117; Charpin 1994, 213; Veenhof 1999, 608-609.
[19] Charpin 2014.
[20] Westbrook approached the matter in terms of "the law of sale" and "the law of pledge". See e.g. Westbrook 1991, 92–93: "the cuneiform sources provide a great deal of evidence on the law of sale, which (since redemption is no more than a term imposed by law on the contract of sale, a limitation on the freedom of contract) forms the background necessary to an understanding of the functioning of redemption" and Westbrook 2001a, 26-27: "The concept of redemption derives from the law of pledge, which is its natural setting. In a contract of loan

the redemption documents were a variation of the purchase deeds.[21] This scribal tendency to document the initial transaction subject to a right of redemption as sale is sometimes interpreted as more than mere scribal convention. This seems to be Westbrook's assumption when he comments, albeit in the context of discussing Emar sources, that the effect of redemption was to recharacterize an original sale as forfeiture of a pledge - thus redeemable upon payment of an underlying loan (the "sale price").[22] This has some usefulness conceptually, but could be misleading if taken too far. We should not, for example, interpret as fictive the scribal tendencies to write sale texts for transactions that were later subject to redemption. Still, this formal link between redemption texts and sale practice opens up an important line of investigation, how the practice took part in conventional chains of transmission.[23] This can be traced most effectively in the archives from Nippur, Sippar and Babylon[24] and joins up with observations on scribal conventions in those same text groups.[25]

As to the background of debt and pledge, debt is often supposed to lie in the background of redemption, both of property and persons.[26] Even where it is not always assumed that debt, in a strict sense, triggered the original sale, a more neutral background of economic hardship is commonly assumed.[27] This can be understood as a form of micro-crisis, affecting the family circle only, as when, for example, the death of the head of a household is inferred from sale by a widow and/or children, or of wider social and economic troubles, what might be termed "macro-crisis". The relevance of such a macro-crisis is made concrete in those cases, for example, known from Emar, where a clause citing the crisis is included in the text.[28] This is also attested in later periods.[29] Direct evidence of this kind in our corpus is slender,[30] but the series of archival case-studies from Nippur discussed in chapter 1, in which redemption took place against a wider background of instability beginning around Samsu-iluna's 8th regnal year, but extending well beyond this, are at the very least suggestive. In seeking to reach a more careful understanding of the modalities of the practice of redemption, these pieces of historical context need to be borne in mind

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secured by a pledge, the creditor and debtor each transfer property to the other, but the contract foresees that the transfer will be reversed: the debtor will repay the loan (plus interest, if applicable) and the creditor will return the pledge. The principle of irreversibility is the very essence of the contract."

[21] BE 6/2 p.14. He commented further that the "character of the redemption as purchase is made still more evident from the scheme employed at Tell Sifr, which is exactly that of the deeds of purchase, apart from the addition of the phrase [é ad-da-a-ni in-du$_8$] which occurs after the payment of the purchase price" (p.14). On the connection between the purchase deeds and the redemption text of TS 45 see Charpin 1980, 178.

[22] Westbrook 2001a, 27.

[23] Charpin 1986 (see now Charpin 2010c); Lerberghe 2003; Janssen 1996; Suurmeijer 2014, 56–74.

[24] See also DCS 97 (Maškan-šāpir) (Charpin 1994).

[25] See esp. 1.10 and *passim* in chapter 2.

[26] E.g. van Koppen 2004, 11; Veenhof 1999, 607–8, 611; Goddeeris 2002, 331; Westbrook 2001a, 25.

[27] E.g. Westbrook 2001a, 27.

[28] E.g. TBR no. 65 l. 6: *a-na* mu-1-*ti dan-na-ti*.

[29] See e.g. Frame 1999.

[30] Although see Westbrook 2001c. Aspects of the reconstruction of CT 45 37 are still uncertain.

even if, as will be seen, their influence at points can be hard to measure and, where it is seen, it is far from uniform in every case.

0.2 Research questions

In addition to matters of historical context, it emerges from the texts and dossiers related to redemption that these texts, and the matter of redemption interlocks with a range of other subjects that would require a standalone treatment of their own. For example, in both the private redemption of property, and the royally mandated return of property, it is clear that the idea of the paternal estate (*bīt abim* / é ad-da (é a-ba))[31] is of prime importance.[32] A study of this concept and the influence it exerted in the record in this period, and its different guises and afterlife, deserves its own treatment.[33] That the paternal estate is closely aligned to the heritable estate – what can be passed on to heirs – invites a further treatment of its place in the world of inheritance practice and transfer of property. However, while it cannot receive a full study here, redemption practice in this period does provide a window on the force of the institution of the *bīt abim* and its protection. In particular in chapters 1 and 2, I will explore the social reality that lay behind the *bīt abim* / é ad-da(-ni) in the context of redemption. It will examine the paternal estate not only as it corresponds to a portion of property, whether the 'intangible' asset of a prebendary office (sometimes attached to subsistence land), house, or field, or moveables, but more precisely to heritable property. This opens the door to an assessment of the importance of family affiliation between redeemer and original seller revealed by many of the texts, the collective enterprise of protecting the estate, and the earlier and later transmission of redeemed property by means of family inheritance.

The dual phenomenon of redemption as traditional right and royal prerogative, has already been noted. This royal version receives special attention in this study. The idea that the traditional right of redemption had a royal analogue in aspects of the *mīšarum* edict tradition was not a new one when Veenhof wrote in 1999. However, at that time he presented some fresh evidence for the idea of "redemption by decree."[34] He discussed the redemption of houses in Assur and Sippar by means of two archival texts[35] but with the important dimension that both texts referenced an overarching decree or directive. In the Old Assyrian text, TPK no. 46, it was stated "Aššur has now done a favour to his City: a man whose house has been sold has to pay (only)

[31] On the variation between é ad-da and é a-ba, see Stol 2004, 695, for whom the former has a southern distribution and the latter northern and in Mari. Nippur has é ad-da(-ni) with in most cases the stereotyped suffix. On the Sum./Akk. interchange for the phrase between the tablet and case of the same document see e.g. Charpin 1994 (text: DCS 97).
[32] On its meaning as "patrimony" see Charpin 1994, 212 and Stol 2004, 697ff. On the meaning of é (*bītum*) itself as denoting patrimonial property see Charpin 1980, 181.
[33] See Stol 2004, 695-705. OB inheritance practices are the subject of a forthcoming study by Wiebke Meinhold.
[34] Veenhof 1999, 613–16.
[35] On the archival context of the Assyrian text, see Veenhof 1999, 604–5. On the parties and background to BM 97141, Veenhof (1999, 611) already noted the connection with MHET II/6 924. Add to this Goddeeris 2002, 93, Barberon 2012, 70 f.n. 415, Suurmeijer 2014, 437 and the discussion of the dossier in 2.4.

half of the price of his house to (be allowed to) move into it (again)."[36] In the Sippar text, BM 97141, a purchase deed recorded that the purchase had taken place "after Immerum had ordered the redemption of field(s) and house(s), after the decree of the city,"[37] and so crucially fell outside the decree's (retroactive) application. The use of *paṭārum* to describe the act of Immerum may suggest that there had been a clog in the ground-level practice of redemption that prompted royal intervention,[38] and the wording of the measure "points to a general problem, perhaps as the result of an economic crisis which had forced many citizens to sell family property."[39]

To date, the picture of OB royal edicts mandating the return of property has rested exclusively on archival texts. This is also true for the kingdom of Larsa under Rīm-Sîn's reign in which such edicts, described by Kraus as Type IIb edicts, are well attested. Chapter 4 of this study seeks to make a targeted contribution to the discussion of royally mandated redemption by the critical treatment of one text in particular. This is CUSAS 10 18. I argue that it should be understood as the first known exemplar of an OB Type IIb edict, and specifically that it should be understood against the background of the archives stemming from the kingdom of Larsa in the reign of Rīm-Sîn I. Although this does not directly address the Type IIb elements in the Babylonian kings' edicts, it does have potential implications for what Ḫammurabi and Samsu-iluna enacted with respect to newly-conquered Larsa.[40]

As well as the scribal convention noted by Poebel and Charpin, the most consistent and salient marker of the redemption of property texts, and the principal way we can identify them in the cuneiform record of the OB period, is the redemption clause itself. The noun phrase *bīt*(é) *abim*, commonly with pronominal suffix (stereotyped e.g. in the Sum. é ad-da-ni from Nippur), appears as the direct object of the verb of redemption (*paṭārum* / du_8), or in apposition or genitival relationship to the direct object where the direct object is the property concerned ($garza_{(2)}$ / a-šà / é). However, the substance and reality of redemption, of property and persons, did not always reflect the same terminology. The nomen actionis of the verb *paṭārum*, *ipṭirum* "redemption money" shows a distribution mainly in the texts concerning redemption of persons. The more neutral *târum* (D) could refer to a royal act requiring the return of property, and *waṣûm* (Š) less commonly to a similar act that caused the property to revert.[41] The redemption of persons, in particular, must take account of a set of technical terms, common to both royal and archival sources that denote liabilities or impositions from which a person must be redeemed notably *e'iltum* and *kiššātum*. The relationship between these terms and *nepûm* "distrain" and *nipûtum* "distrainee" also needs to be clarified.

In light of the above, there are then three main research aims to this study. Firstly, to trace the operation of redemption of property chiefly within its archival context in

[36] Lines 22ff (translation Veenhof 1999, 599–600), differing from the first editors of the text, particularly l. 22.
[37] BM 97141, obv. ll. 9-11.
[38] Veenhof 1999, 614. It remains possible that the early OB Sippar descriptions of such acts were not standardized and it was a reference to a conventional edict, not more specific or occasioned than other Type IIb edicts issued by Babylonian kings.
[39] Veenhof 1999, 613.
[40] See 4.6.
[41] E.g. AbB 7 153:8-9.

such a way as to show the variety of scribal conventions and social realities behind the practice, including the protection of the *bīt abim* 'paternal estate'. Secondly, as a development of this, to contribute to an understanding of royally mandated redemption in this period by the critical treatment of a text as the first extant OB example of such a royal edict. Thirdly, to study the operation of redemption of persons both in an archival context and by philological treatment of technical terminology related to the redemption of persons.

0.3 Methodology

Consistent with a philological approach and prioritization of the archival setting, is the methodology of diplomatics which underpins the study. In what follows, I seek to introduce the method, and to anticipate the main lines of its usefulness for this study.

0.3.1 Diplomatics as method

Diplomatics is defined as the "discipline which studies the genesis, forms and transmission of archival documents….in order to identify, evaluate and communicate their true nature"[42] Diplomatics is suited to address the most fundamental questions about a document: what *is* it? Is it what it *says* it is? What was its *origin*? What was its *purpose*? To answer these, diplomatics requires that every layer of detail of the text and artifact be analysed. Its use in determining the authenticity of legal texts in order to work out the reality of the facts presented in them is well-established.[43]Although best known for its use in Medieval studies, particularly the study of Medieval charters,[44] its value for the historical interpretation of cuneiform texts is now well established.[45]

Specifically it is acknowledged that cuneiform legal texts, from the period 2000-1600 BC, within which the study's corpus falls, hold particular promise for a diplomatic approach.[46] This is, in part, because of the rich archival background so important for judging the historical nature and effect of the texts.[47] An outline for such a diplomatics was made in Charpin 2002,[48] having already illustrated the potential of the discipline in his previous work, most notably in Charpin 1980.[49] As cuneiform documents have their own peculiarities as texts and artifacts – (mainly) clay support, script, spelling, language – the study will draw on general principles of diplomatics[50]

[42] Cencetti 1985.
[43] Duranti 1989.
[44] E.g. Breslau & Klewitz 1969.
[45] Postgate 1997; Jursa 2005, 4–6; Charpin 2010b; Cancik-Kirschbaum 2012. Yet, Assyriology still lacks a systematic handbook of diplomatics for this corpus. In 1986 Veenhof argued that the Assyriologist "would derive much profit from a well illustrated, diachronic "Urkundenlehre" of cuneiform tablets, which is a serious desideratum" (Veenhof 1986, 15).
[46] Charpin 2017; Veenhof 1986, 15.
[47] Charpin 2010a, 3–4.
[48] Updated and translated in Charpin 2010b.
[49] Other one-off case studies of specified corpora of cuneiform texts in different periods have been carried out (e.g. Archi 2003, Postgate 1986, Sassmannshausen 1997, Radner 1995, Waal 2015).
[50] E.g. Breslau & Klewitz 1969.

with particular adaptations suited to cuneiform documents, based on Charpin's outline.[51] Using these tools, the application of diplomatics to the present study can be grouped under three main categories: (1) genesis and form, (2) elaboration, preservation, and transmission, and (3) royal or "chancery" diplomatics.

Attention to (1) genesis and form entails not only the support (in the current study, all clay), baking, shape, dimensions,[52] the fact of an inner tablet and envelope, and seal impressions but also the writing process, a process that includes the location of the script e.g. the use of edges, preferences for spacing, indenting and scribal patterns in the handling of erasures. However, the writing process also includes the nature and timing of the writing process, whether there are variations between inner tablet and envelope,[53] and the presence of columns and rulings, as well as the importance of native tablet designations. The next core elements of 'genesis and form' deal with palaeography, orthography, language, and formulary. Sensitivity not only to the inventory of signs and the forms of the graphs used in particular localities and periods, but aspects of language and formulary are crucial not only for the primary task of textual reconstruction but the more precise placement, classification and interpretation of a text within its archival context, or within a certain register or genre.

As regards (2), the elaboration, preservation and transmission of documents, there is some overlap with matters of genesis and form, particularly with regard to the practice and conventions of the individual scribes and their local traditions.[54] This includes the influence of scholasticism and scribal training on scribal choices and formulae.[55] It also includes the "succession of operations,"[56] the steps involved in producing the document (including copies, if applicable[57]). From a document's elaboration, it is natural that its preservation and transmission brings the archive into view. Distinguishing between different types of archives, private or institutional, "living" or "dead", is part of good Assyriological practice. These categories are equally important when seeking to reconstruct an historical archive whose original find-spot and precise contents are unknown because of the nature of the modern excavations.[58] With varying degrees of certainty as to the find-spot and contents of historical archives it is conventional to use a sliding scale of terminology, whether "dossier", "file", usually referring to a cluster of texts grouped according to protagonist(s), or "reconstructed archive", denoting the modern scholar's proposal about what extant documents belonged (at some point) within the archive in question, and "archive", which, in its strictest sense, refers to the corpus of documents discovered in situ and about which there is no doubt that they belonged together in antiquity. With some exceptions,[59] the sources of the present study mainly fall within the category of "reconstructed archive".

[51] Charpin 2002 (updated and translated in Charpin 2010b). See also Charpin 2017.
[52] Which can contribute to the question of genre, and beyond that to the 'permanent' versus 'temporary' nature of the document.
[53] A time lapse between the writing of inner tablet and envelope is also relevant here, and contributes to a discussion of the probative or constitutive nature of a document.
[54] Charpin 2010b, 36.
[55] Charpin 2010b, 36.
[56] Charpin 2010b, 35.
[57] Charpin 2010b, 35–36 with n. 100, 101.
[58] Charpin 2010b, 36–37.
[59] Note the Sîn-temple archive from Tutub, and the Attâ archive from Nippur.

While (1) genesis and form, and (2) elaboration, preservation and transmission of documents belong in any diplomatic approach, the extension of these categories to "royal" or "chancery" sources constitutes an important sub-strand of the method of diplomatics, one that has always been close to the heart of the discipline.[60] The purpose of this category is to identify the origin and authenticity of a document as a product of a particular royal chancery. This involves an application of well-established principles of diplomatics, but also a development of the standard approaches of chancery diplomatics. The archive is crucial for diplomatics as classically expressed,[61] in order to test the 'authenticity' of the putative royal source. Expanding the application of this aspect of diplomatics takes on special importance in chapter 4 of this study. This is because the private archives dated to Rīm-Sîn's reign provide certain independent pieces of context allowing one to posit the likely content and application of Rīm-Sîn's edicts mandating redemption.

0.3.2 The application of diplomatics in the present study

What follows is a selection of areas where the tools and categories of diplomatics find particular application to the present study. It needs to be reiterated that, in many cases, diplomatics brings a methodological awareness to already-established good Assyriological practice. Yet, fresh gains can come from uniting, in a sustained way, all the details of text, artifact, and context.

0.3.2.1 Genesis and form

When treating layout and structure, it is important to attend to the practice of columns and rulings. Although some modern text editions do not comment on rulings or other features of layout, and generally diplomatic editions are not the norm, aspects of layout and structure can be diagnostic in other cuneiform corpora.[62] This question becomes relevant for the understanding of CUSAS 10 18. The text shows a clear double ruling following l. 11, l. 14, l. 18, l. 27. This marks off units of meaningful content and allows for a neat division of sections. Each of these delineated sections is distinctive in its way and belongs either to a different kind of transaction (sale, ll. 9-11), exchange, ll. 12-14), a different scenario (alteration of unbuilt property and the return of like-for-like property, ll. 15-18), or different kind of property ("permanent field", ll. 21-24 (and probably also the subject of ll. 25-27). The meaning of rulings for interpretation is not always clear, however. The study of rulings in 4.3.2 will discuss the fact that two of the date notations in the text are enclosed by single

[60] Reflected still in classic works, see e.g. chapters 6-8 of Breslau & Klewitz 1969; for a recent specific example of its application see Majewski 2016, illustrating the application of diplomatics according to "external" (2016, 282-286) and "internal" characteristics (2016, 286-296).

[61] For example, see chapter 5 of Breslau & Klewitz 1969.

[62] Comments on rulings and their significance for interpretation are many, and scattered mainly through the commentaries to text editions. Recent examples include: Janssen 2017, 2 and passim (absence of rulings in letters from the Ur-Utu archive); passim in AbB (AbB 9 59, n.59a; AbB 9 154, n. 154a; AbB 9 174, n.174a; AbB 9 177, AbB 9 276, n.276a; AbB 9 279a, AbB 11 3, AbB 11 5, n.5d, AbB 11 89 (with ruling reflected in transliteration and translation); Helle 2018, esp. 222-223 (discussing the Uruk List of Kings and Sages).

rulings. The significance of this last feature is less clear, and leaves some doubt as to the relationship between individual parts of the text and the date notations.

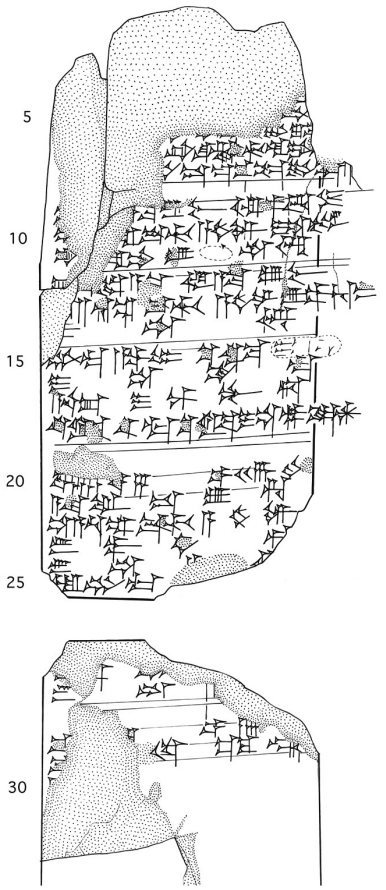


Figure 1: Line drawing of CUSAS 10 18 (Copy: A.R. George).

Under the rubric of genesis and form, it is conventional to take account of the fact of the existence of tablet and envelope and to chart the differences between the two. This is so common a feature of our sources as to hardly need stating. Sometimes the differences between inner tablet and envelope can illustrate a scribe's free variation in matters of orthography, language, formulary and reveal important aspects of native scribal understanding. Inner tablet or envelope, as an approximate textual mirror of the other, can also supplement a lack in the other – either because a designation is omitted on one, or because the physical condition of one is better than the other. A small example in the present study is BM 80107/80108 (see Fig. 2), new texts presented in chapter 5 where the preservation of the opening line of the obverse of the inner tablet (BM 80107), but not the corresponding text of the envelope (BM 80108)

reveals that the money handed over included “redemption money” (BM 80107, obv. l. 1: ma-na kù-[babbar] *ip-ṭe$_4$-ri-i-šu*).

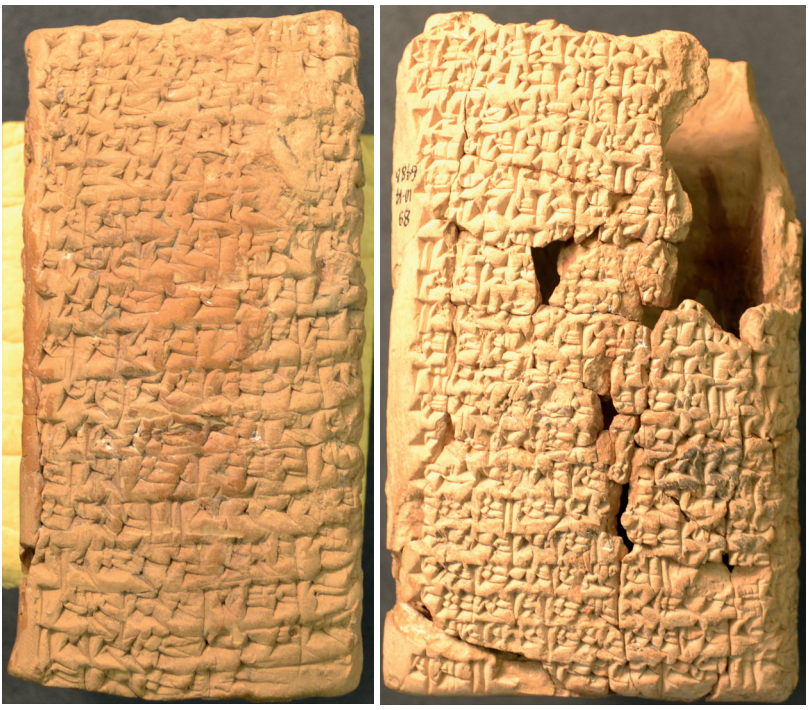


Figure 2: BM 80107, inner tablet (left), with BM 80108, envelope (right).

A core element in the study of genesis and form involves the primary work of analyzing palaeography, orthography, language and formulary. The value of doing this analysis in a corpus that is archivally related and closely dated in time is seen in the tracing of redemption within priestly archives from Nippur concentrated in the middle years of Samsu-iluna’s reign (chapter 1). The cumulative evidence across the archives shows a scribal convention already noted by Poebel,[63] and shows that it co-occurred with redemption documents: when scribes came to document a redemption transaction, they commonly included with some scribal variation a section recording one step back in the sale history of the property concerned. This observation triggers a number of other possibilities. Did this scribal convention show up in other categories of texts besides redemption? Did the inclusion of this earlier sale history mean that the earlier sale document was also handed over at the time of the redemption? Did this convention have parallels in other local scribal traditions when handling redemption? These questions are addressed in chapter 1, but at the very least, the convention, where it can be diagnostic at Nippur, allows for the identification of fragmentary texts as redemption texts. In this way, redemption can in all likelihood be identified in the

[63] See 0.1 above.

dossier of a certain Damu-iddinam, in fragmentary context (text excerpted in Fig. 3), showing the working of redemption in his much larger family network.[64]

[kù]-ta-sa$_{10}$ ^{d}nin-líl-zi-gu$_{10}$
dumu ^{d}da-mu-a-zu$^{!}$ x
sí-ia-tum dumu *a-wi-*[*il*]-[..]
in-ši-in-sa$_{10}$-a

OIMA 1 48 obv. ll 4'-7'

Figure 3: Excerpted image (CDLI P262054) and transliteration of OIMA 1 48, obv. ll. 4'-7'.

0.3.2.2 Elaboration, preservation and transmission

The importance of the archive, its reconstruction and evaluation, dominates the study. However, without anticipating later conclusions, two examples may be noted here. The first comes from a reconstructed dossier stemming from Sippar. The second concerns a phenomenon of 'clustered redemption' visible in certain archives from Nippur during Samsu-iluna's reign. They involve, in fact, conventional applications of archival reconstruction. In the first case, the dossier of Amat-Šamaš daughter of Šallūrtum, attesting particularly the Ilī-ḫamad family, allows us to trace a 'cycle' of redemption. At the centre of the dossier are two litigation records[65] from early in Sabium's reign in which the same two persons are the defendants in two different claims. Although the dossier is small, the process of reconstruction opens up a remarkable picture, not only on the history of the property, from original sale to redemption to testating, also crossing generations, but also on the challenges that redeeming parties could face, a matter discussed fully in 2.3.

A second outcome of such reconstruction is the chronological distribution of texts. This allows us to see clusters and concentrations in text groups. Combining that with historically and socially related files leads to some intriguing outcomes. For example in 1.6, combining the activities of Lu-Ešumeša and Nuska-nīšu shows not only that Nuska-nīšu's redemption of certain offices in Si 28 was from a family member (Lu-Ešumeša) who appears to have first bought these offices to bring them within the family circle again, but that the redemption transactions were closely dated. This 'cluster' of redemption transactions so close in time during Si 28 is all the more striking given the fact that Lu-Ešumeša, a family member, had acquired them sixteen years earlier. This feature of closely dated redemption transactions has parallels elsewhere and prompts a discussion of clustered redemption and its possible significance (1.13).

[64] See 1.9.
[65] CT 45 3 (Sabium 5$^{/7}$), MHET II/1 41 (Sabium 8).

0.3.2.3 Royal or "chancery diplomatics"

The most sustained application of royal or "chancery" diplomatics in this study comes in chapter 4. Everything in that chapter turns on the understanding of CUSAS 10 18[66] as evidencing an edict of Rīm-Sîn's chancery. In reaching that conclusion, much of the analysis belonging in a diplomatic approach – including genesis, form, elaboration and transmission – can be usefully applied. However, there are distinctives in the treatment of this ostensibly royal source. First can be mentioned orthography, for l. 20 of the text bears a date notation that reflects, in its orthography[67] and formulation, the pattern seen in an unusual calendrical innovation introduced by Rīm-Sîn (*ungewöhnliche Datierungen*). Even if the precise meaning of the notations against the known calendar is elusive,[68] the tendency towards the appearance of the *ungewöhnliche Datierungen* outside of "private" texts,[69] coupled with the association of this phenomenon with the Rīm-Sîn chancery,[70] at least raises the possibility that this text leads back to the chancery of Rīm-Sîn. This is discussed in detail in 4.3.2.2. Secondly, the diplomatic approach draws upon the witness of the contemporary archives. Close to the historical-discipline of chancery diplomatics, has been the reading of the postulated royal source alongside contemporary archival sources.[71] Even allowing for features of script and register which may be peculiar to the royal sources, this can provide a means of testing the authenticity of the supposedly royal source against a corpus of texts whose reality or classification is beyond doubt. Again, this is hardly a new phenomenon for Assyriologists and the archival setting has been especially productive in showing the reality of royal edicts as normative.[72] The value of this comparison between the putative royal source and contemporary archival evidence is possible because most of the archival texts explicitly cite the application of an edict (e.g. *ana ṣimdat šarrim*). Those same texts, particularly as they occur in a range of different private archives stemming from the same locality – in this case – the province of Larsa under the rule of Rīm-Sîn I, take us a long way in reconstructing key elements of the edict, a matter that will be dealt with at length in 4.4, 4.5 and 4.6.

0.4 Philological treatment of select technical terms

As already noted above, the presence of redemption, or of phenomena related to redemption, was signaled by more than the word group associated with the root PṬR (Sum. du_8). There remains residual uncertainty over some technical terms associated with redemption of persons. This is the case for *e'iltum*, *kiššātum* which also co-occur in a number of extant MSS of Babylonian restoration edicts with *mazzazānum*

[66] Alternatively, CUSAS 10 18 was closely modeled on a text that had its origin in Rīm-Sîn's chancery.
[67] Kraus 1959a, 159–61.
[68] Goddeeris 2016, 1:335–36.
[69] Kraus 1959a, 159, Robertson 1983, 156, Van de Mieroop 1993, 66.
[70] Charpin and Ziegler 2013, 62. Also note the comments on the native scribal description of the new system as "*ša* lugal" and the traditional (cultic) system as "*ša* dingir" (Cohen 2015, 238; Goddeeris 2016, 1:336).
[71] See e.g. Breslau & Klewitz 1969, chapter 5; Majewski 2016.
[72] Kraus 1984, Veenhof 1999, 1997-2000, Charpin 2000.

"(possessory) pledge", all in the context of the release of persons. Chapter 5 examines these terms and seeks to clarify their relationship to redemption. Then there are the terms *nepûm*/*nipûtum*. Although the meaning of the verb *nepûm* "distrain" and its nominal counterpart *nipûtum* "distrainee" is well established, there are still lingering doubts about the connection between *nepûm*/*nipûtum* and *kašāšum*/*kiššātum*.[73] The difficulty of distinguishing *kašāšum* and *kiššātum* on the one hand from *nepûm* and *nipûtum* on the other was first felt by Kraus in 1958[74] and received from him a slightly extended, but still brief, treatment in 1984.[75] The study of *nepûm*/*nipûtum* in 5.5 not only addresses related terminology but seeks to reconstruct the modalities of a practice[76] that Kraus described as an 'institution' in itself.[77] It also seeks to take account of Kraus' earlier treatment of school letters in JEOL 16[78] not sufficiently incorporated in other discussions of the practice,[79] for there are nuances to distraint as it is portrayed in the school letters.

0.5 Corpus and case-studies

The corpus treated in chapters 1 to 3 includes all texts concerning redemption of property in Mesopotamia in the OB period. A small number of texts, because of their isolated nature or previous treatment in the literature do not receive separate treatment in the body of chapters 1 to 3, but DCS 97 in particular contributes to the synthesis and conclusion in chapter 2.[80] The prioritizing of the archival context means that not

[73] Sparked in particular by Finet 1978.
[74] Kraus 1958, 179.
[75] Kraus 1984, 275–76.
[76] Earlier treatments include Finet 1978, Jackson & Watkins 1984, Kraus 1958, 179, Kraus 1984, 275–76.
[77] Kraus 1984, 275.
[78] Kraus 1959b, 26–30. The attention to the OB school letters in Akkadian has received fresh treatment in light of new sources in George and Spada 2019.
[79] E.g. Westbrook 2001b, 84-90.
[80] These include, according to provenance: **Isin,** date: -/V/Damiq-ilīšu 9**,** Ellis JCS 31 3 [BMC 3]. See the edition in ARCHIBAB (T2830, A. Jacquet and D. Charpin) (also Archibab 6, in preparation). Also Lieberman RA 76, 1982, p.103 n.28. This is the acquisition of a fallow field by a husband and wife from three brothers and a sister. The formulary is notable. It is drawn up as a purchase and the only marker of redemption is nam-du$_8$-a ("redemption money") in l. 23. It can be added to the very few examples of the noun "redemption money" (Akk. *ipṭirum*) being used in the redemption formula where real estate is concerned. **Uruk** (?) YOS 14 343 = YBC 6768, date: -/X/Irnene "1" See the edition in ARCHIBAB (T17615, D. Charpin). The redemption clause (ll. 4-6): é ad-da-ni / nam 3 gín kù-babbar / in-du$_8$. The text lacks a specific description of the property being redeemed.**Maškan-šāpir (?)** DCS 97 [=BNUS 395], date: 24/XII/Si 11 Edition in Studies De Meyer, 1994, pp.209-214. Copy DCS, 1981 (no.97). See the edition with updated notes on provenance in ARCHIBAB (T1, D. Charpin); the Maškan-šapir provenance is not completely certain, Larsa is possible, Nippur unlikely. As regards the redemption clause: (Tablet, l. 10: é ad-da-ni *ip*-[*ṭù-ur*]; Case, l. 10: *bi-it a-bi-šu ip-ṭ*[*ù-ur*]). Note also **Terqa** BiMes 29 9-1, date: not preserved. Edition of the text in BiMes 29, 2011, pp.55-56 (no.9-1), copy and photo pp.139-140. This was not considered by its first editor as a redemption text but Charpin (see notes on the text in ARCHIBAB, T18493, D. Charpin) rightly sees redemption indicated in l. 5 (*ʿip*`-*ṭú-u*[*r*]). **YOS 12 353**, date: 10/X/Si 11, a redemption of a prebendal office relating to the Ninšubur temple. The precise provenance of the text remains uncertain, it cannot at present be assigned to a known archive, and would benefit from collation (esp. ll. 15-16).

all of the redemption texts treated here receive equal attention, while some non-redemption texts are treated on account of the context they can give to a wider dossier. The corpus forming the basis of study in each of chapters 1 to 3 can be introduced here according to their provenance, and reconstructed archives.

The corpus for chapter 1 comprises a series of mainly reconstructed archives or dossiers closely dated in time, concentrated in the second and third decade of Samsu-iluna's reign. They all stem from Nippur. The text corpus from OB Nippur comes with variable amounts of precise archaeological data.[81] The corpus reflects two main phases of excavation, those tablets dug up at the end of the 19th century,[82] and those excavated since 1948 when the "Joint Expedition to Nippur" began.[83] The tablets deriving from the first phase lack precise archaeological context.[84] A number of the dossiers discussed in chapter 1 include texts stemming from this earlier phase and a number of the dossiers are therefore reconstructed. We lack archaeological information for the dossier of Ninurta-rā'im-zērim, Nuska-nīšu (and Lu-Ešumeša), Bēltani, and Ilī-sukkal. With the text-group belonging to Attâ son of Narām-Sîn, the term "archive" is justified given that the relevant texts were found in situ.

Beyond the shared provenance, the dossiers show the obvious presence of a common 'cultic' social bond. Without denying the presence of social hierarchy, prominent and less prominent families,[85] and the hierarchy of temple complexes and offices, the common cultic social bond uniting many of the protagonists across the dossiers suggests that the social networks were more closely aligned than a witnessing circle can directly confirm.[86] The networked nature of the archives is discussed in 1.3. Not all the texts addressed in chapter 1 reveal their prosopographical connections to wider Nippur networks. This is true to some extent for the dossier of Ipqu-Ištar (Kraus 1949, 125-126) and also for that of Ilī-sukkal (Kraus 1949, 125).

Chapter 2 comprises selected dossiers and individual texts bearing on redemption drawn from several sites. These include the large corpus of Sippar texts, and two texts from the Eastern part of Newtown in late OB Babylon. The Sippar texts stem from the twin towns of Sippar-Yaḫrūrum (modern Tell Abu-Ḥabbah) and Sippar-Amnānum (modern Tell-ed-Dēr), straddling both sides of the so-called 'Main Branch' of the ancient Euphrates.[87] Although the sites remained textually productive for a considerable span of the Old Babylonian period, the evidence on redemption is too thin to allow for a diachronic picture. Despite this, individual texts also from late OB Sippar give snapshots of later practice, including terminology and formulary, as well as testifying to the use and availability of redemption. Aside from the c.2170 texts belonging to the so-called "Ur-Utu archive", excluded from the testing corpus of this

[81] Charpin 2014, 51.
[82] On the first major excavation, conducted by the University of Pennsylvania in 1889, see Gibson 1993, 5.
[83] Gibson 1993, 6.
[84] Charpin 2014, 51.
[85] On the prominent Ninlil-zigu family see most recently Goddeeris 2016:1, 346-349. On that of Imgū'a see Prang 1976.
[86] This is also suggested by the possibility of ownership of prebends by individuals across a number of different temple complexes e.g. Mannum-mešu-liṣṣur and Attâ son of Narām-Sîn being notable examples.
[87] Cole & Gasche 1998, 24; Charpin 1988c.

study on grounds of accessibility, the rest of the known corpus of Sippar texts[88] generally lacks precise provenance and details of find-spots. This then requires varying degrees of reconstruction of the likely contents of the historical archive, a task that also benefits from a diplomatic approach. One such reconstructed dossier, already mentioned, concerning the Ilī-ḫamad family,[89] to be assigned to Amat-Šamaš the daughter of Šallūrtum as ultimate archive holder, receives close attention.[90] It features as main parties and protagonists the husband and wife, Šallūrtum and Namija.[91] At the centre of the dossier are two records, MHET II/1 41 and CT 45 3,[92] showing two challenges to earlier redemption transactions carried out by Šallūrtum and Namija. The dossier can be expanded to include MHET II/1 89 and, most probably, BM 22630 (unpub.).[93] Also treated is the dossier of a certain Narāmtum, *nadītum* 'daughter' of Nurrubtum daughter of Dadija. It does not contain concrete evidence of redemption but the very plausible suggestion has been made in the literature that a redemption is likely to have taken place in light of the texts we do possess.[94] The two texts comprising this small dossier are BM 97141, edited in Veenhof 1999, and MHET II/6 924. The texts, once united, allow for a reconstruction of the history which is summarised below, before the proposed place of redemption in this dossier is discussed. The remainder of the texts treated in chapter 2 are individual texts, not united to a known dossier. Yet, taken in the context of their local traditions and also the common milieu of propertied families, they make their own contribution to the discussion of redemption. BE 6/1 37 (Ḫa 10) documents a redemption of a cloister house by a son of Būr-Sîn in which the family interests and family estate are explicit.

The text of MHET II/6 868, a badly damaged tablet recording the redemption of a 3 sar vacant plot, provided evidence for chains of transmission and redemption practice. The redemption text of CT 2 13, dated to Si 16, does not form part of a known dossier but records more than simply the redemption of the 7 iku field by Saqqum son (or grandson) of Nūrum. It records an intriguing prior history that illustrates the importance of a trusted network in holding the property prior to its ultimate redemption. In the case of the redemption text CT 45 62, we are fortunate to know something of the longevity and prominence of this family in Old Babylonian Sippar. Based on this text, and others, important aspects of the family geneaology in particular were clarified by Van Lerberghe and Voet 1989, in which it was shown that the seal of Sîn-iddinam, servant of Ḫammurabi, and son of Nūratum remained in use for over 150 years. The seal was not only handed down from father to son but probably passed between brothers.[95] That the family should be situated in the upper-

[88] The number estimates are based on Suurmeijer 2014, 4–5.
[89] For the most recent discussion of the dossier see Suurmeijer 2014, 317–22.
[90] Amat-Šamaš is the proposed ultimate archive holder on the basis of MHET II/1 89 even if this text does not record her receipt of all the property previousl redeemed by Šallūrtum, the testator.
[91] Originally, Harris considered that in CT 45 3 a house was "redeemed by sisters is claimed by persons who would seem to be the heirs of the seller." On the correction see Veenhof 1999.
[92] On uniting MHET II/1 41 (=BM 17312) with CT 45 3 see Veenhof 1999, 615, f.n. 44.
[93] Kalla, in his review of volume II of the British Museum Sippar Catalogue already saw that it could relate to MHET II/1 41 (Kalla 2001, 148).
[94] Goddeeris 2002, 93 followed by Barberon 2012, 70 f.n. 415.
[95] Voet and Van Lerberghe 1989, 534.

strata of Sippar society can be read not only from family members heading witness lists, at times before the overseer of the merchants and the judges, but also in the significant responsibility for the administration of the granary in Sippar that fell to family members, a responsibility that appears to have been assumed by Ibni-Sîn son of Sîn-iddinam from his brother Ipqu-Annunītum somewhere between Ammi-ṣaduqa's 7th and 9th regnal year.[96] The text of CT 45 62, whose date is lost, documents redemption with a unique background, treated in 2.8. The archival evidence from Babylon is limited. The two most relevant texts are VS 22 4 and MDOG 38 p.8. VS 22 4 has been most recently edited in ARCHIBAB (T4853, L. Barberon), with corrections to the first edition. Only a translation is included for convenience in 2.9.2 as an aid to the discussion that follows there. The discovery of the text photographed in MDOG 38 p.8 was first announced in a report sent by Koldewey from the excavation site at Babylon on 11 February 1908, a report appearing in MDOG 38, pp.5-10. A photograph of the obverse of the tablet was included on p.8 of that report (Fig.2) with the note: "Tablette aus 25 P_2, bei – 1,20 m mit Datierung Ammiditana's; links Petschaft-Abrollung." This photograph was the basis upon which Farber presented his transliteration of the text.[97] Both VS 22 4 and the text from MDOG 38 p.8 are discussed in 2.9. The text of TS 45, from the archives of Ṣilli-Ištar of Kutalla has already been edited with a thorough discussion of its archival context in Charpin 1980, although this text and the local tradition in which it took place has implications for our understanding of redemption to be discussed in 2.10. Although lacking archival context, the text of YOS 14 343, as a witness to the practice in early OB Uruk (Irnene "a"), receives brief treatment in 2.11. In the synthesis and conclusion to this chapter (2.12) addressing in particular the *bīt abim*, DCS 97 receives attention.[98]

Chapter 3 addresses redemption in a very different social milieu from that encountered in the archives and dossiers of chapters 1 and 2. In chapter 3, the dossiers and texts belong to creditors: unlike chapters 1 and 2 we approach the practice of redemption from the position not of the redeemers but of parties from whom debtors were theoretically entitled to redeem. The corpus that receives particular attention belongs to two text-groups.[99] The texts stem from proximate tells in the lower Diyala, one from Šaduppûm (Tell Ḥarmal),[100] and the other from Tutub (Khafajah).[101] Bounded to the west by the Tigris, and to the east by the Zagros chain, the plains of the lower Diyala comprised the heartland of the early OB kingdom of Ešnunna. From all the sites in the plains of the lower Diyala that have been textually productive,[102] I focus on these text groups for the light they can shed on redemption practices within a particular social milieu.[103] Most attention will be devoted to a little known text-group from Šaduppûm (belonging to Mudādum son of Mašum), but one parallel text in

[96] Voet and Van Lerberghe 1989, 533-534.
[97] Farber 1984, 71.
[98] For the edition and commentary on this text see Charpin 1994 (now also ARCHIBAB T1 (D. Charpin) with additional notes on provenance.
[99] For a summary of the sites known to have yielded OB material, see De Boer 2014, 190-199 with f.n. 745.
[100] On Šaduppûm in general see Saporetti 2002, 98-108; Miglus 2006-2008; van Koppen 2006-2008.
[101] See the overview in Saporetti 2002, 123-141.
[102] Adams 1965 is still standard for the sites surveyed.
[103] For a summary of the sites known to have yielded OB material, see De Boer 2014, 190-199 with f.n. 745.

particular from the archive of the Entum-priestess of the Sîn temple in Tutub needs to be read together with the Šaduppûm texts.[104] The Sîn-temple archive from Tutub was found within the temple complex, which occupied a prominent place within the citadel excavated on Mound D at Khafajah.[105] The hoard of one hundred and twelve tablets discovered there[106] comprised the remnants of an archive belonging to the Entum-priestess of the temple. The lot, now divided between Chicago and Iraq and published in full by Harris,[107] contains a variety of texts, principally contracts or legal texts in which, in the vast majority of cases, the Entum-priestess is protagonist. The archive as published and discussed by Harris shows overlapping features with the forms and practices seen in the Mudādum texts, relevant for an understanding of redemption in this setting.

Although the principal focus of chapter 4 is the (re-)classification and interpretation of a single text (CUSAS 10 18), the reading of this text in light of the available archival material from the Larsa region under the reign of Rīm-Sîn I is a crucial element. This needs to include the individual texts, stemming from different private archives, which attest the application of a royal edict. However, relying particularly upon Charpin's work in reconstructing the merchants' activities in this period, the discussion also extends to dossiers of individual merchants.[108] This archival evidence brings into sharper focus the intent of the royal edict(s) of Rīm-Sîn, and helps to explain the content and purpose of the particular provisions found in CUSAS 10 18. Drawing out the full significance of CUSAS 10 18 involves drawing on later evidence after the fall of Larsa, in particular the dossier of Amurrum-šēmi son of Ubajatum, which, though discovered in Nippur, in some of the texts reflects the scribal forms and custom of Larsa or a locality very close to that scribal tradition.[109]

The study of selected aspects of the redemption of persons in chapter 5 relies on a varied corpus. This is necessary for the philological treatment of technical terms connected to redemption of persons, including *ipṭirum*, *e'iltum*, *kiššātum*, drawing not only on attestations in legal texts, but also administrative and epistolary sources. The treatment of *nepûm* "distrain" *nipûtum* "distrainee" relies almost exclusively on the corpus of OB letters,[110] for, outside of the royal law collections of Ḫammurabi and Ešnunna, the terms are attested only in epistolary contexts. The results of the study of the available archival material also takes a different shape. The chapter does include a treatment of archives/dossiers by locality,[111] but the evidence is generally sparser for private redemption of persons.

[104] On the textual sources from early OB Šaduppûm see Hussein 2008, 92-114 (published and unpublished sources), also De Boer 2014, 195, van Koppen 2006-2008, 448-449, Charpin 2004, 442-444.
[105] Delougaz 1990, 217.
[106] Delougaz 1990, 221–22.
[107] Harris 1955.
[108] See 4.5.7.
[109] The texts in the dossier comprise SAOC 44 18-26. Charpin (1989, 112) observed features diagnostic of a Larsa (or closely related) scribal tradition in texts 18-22.
[110] See 5.5.
[111] Part 5.6.

0.6 Thesis structure

The thesis is divided into five chapters. The first three chapters will trace the working of redemption in three different settings. **Chapter 1** traces redemption as it worked among the priestly families of OB Nippur during the reign of Samsu-iluna. It is within the broader frame of the functioning priesthood, also while bearing in mind the upheavals in Samsu-iluna's reign, that I wish to trace the operation of redemption. I seek to show that the practice of redemption was an important tool used by the priests to maintain themselves, their colleagues, and families in the service of the cult by the circulation and transfer of prebendary assets within trusted networks. The archives in question also give insight into the scribal markers of redemption, and how the practice of redemption was buttressed by its own distinctive form of chain of transmission. **Chapter 2** traces the working of redemption among propertied families, drawing on evidence stemming particularly from ancient Sippar and Babylon. Of course, the designation 'propertied' is not exclusive to the families and protagonists in this chapter but also applies to the redeemers and archive-keepers to be studied in chapter 1 from Nippur. Yet there the social background of the priesthood is prominent, reflected not only in the networks that united the protagonists, but in the kind of assets that were most frequently transferred and redeemed. Here the designation 'propertied' recognizes that the parties involved relied upon and took for granted established norms of property ownership, transfer and transmission, and even legal challenge, as they sold and redeemed their property. In this setting, the particular importance of the paternal estate and family affiliation will develop the picture of redemption. This is in stark contrast to the dynamic at play in **Chapter 3**, where the archives of creditors will be studied for the perspective they give on the explicit relationship of creditor-debtor that could lie behind the sale of family property, and could also determine the limits of any possible redemption, while also navigating the transfer of land subject to overarching service obligations. **Chapter 4** will make a targeted contribution to the subject of redemption by decree. The centre of the chapter is the presentation of a text (CUSAS 10 18) as the first extant edict of Rīm-Sîn I of Larsa, and indeed the first extant edict from OB Mesopotamia mandating the return of property (4.3). As this identification is new, it needs to be defended, and so the critical treatment of the text will include a discussion of the external and internal characteristics[112] of the text in keeping with a diplomatic treatment. After the critical treatment of the text in part 4.3, I will then attempt a historical synthesis in two parts. The first part, 4.4-4.5, integrates the findings concerning the new text with the known archival background in Larsa during the reign of Rīm-Sîn I. The second part, 4.6, takes us beyond the reign of Rīm-Sîn I and seeks to probe how Babylon's policy towards newly-annexed Larsa may have given a special ongoing place to the edict(s) implemented under Rīm-Sîn's reign.

While the major portion of this study is taken up by redemption of property (chapters 1-4), both the traditional right and its royal version, **Chapter 5** provides select studies in the related phenomenon of redemption of persons. The chapter is first taken up with technical terminology connected to the redemption of persons. Most straightforward here is the term *ipṭirum* "redemption money", the usage and

[112] For the meaning of external and internal in this context, see Charpin 2010b 26-35. External characteristics include writing support, palaeography, sealing; internal characteristics concern the language used by the scribe and the models followed in composing the text.

distribution of which leads to a practice that partook of the same terminology but for which a different background could often be inferred: captives or prisoners of war being redeemed (ransomed), often by means of merchants as middlemen. This practice has been the subject of a recent comprehensive study and will not therefore be treated here.[113] Then the terms *e'iltum* and *kiššātum* in legal, administrative and epistolary contexts will be studied, followed by a treatment of *nepûm* "distrain" and *nipûtum* "distraint." Although the meanings of these terms are well established, the relationship of the practice to redemption, to *kiššātum*, and its omission from the extant portions of the Babylonian *mīšarum* edicts, is best explained following a reconstruction of the practice denoted by *nepûm*, *nipûtum* and related lexemes. The final part of the chapter reconstructs texts and archives relating to conventional redemption of persons by locality. This includes some evidence from the archives of creditors which, as with the redemption of property, can tell us something about how debt could trigger the loss of personal freedom on account of the (self-)sale or pledge of persons, but less about how redemption worked in practice. The evidence from debtors' archives is sparser but part 5.6 includes an edition of the new text BM 80107/8, stemming from Sippar, documenting the payment of a sum in lieu of claims and redemption money which shares the characteristics of a permanent title deed.

[113] The study is Charpin 2014.

1 Redeeming the priesthood: redemption among the priestly circles of Old Babylonian Nippur

This chapter is a study of redemption based on the archives of a number of priestly families operating in OB Nippur during the reign of Samsu-iluna. With Nippur as the foremost cultic centre in Babylonia at this time, the priestly families there were the maintainers of a conservative and long-standing veneration of the gods but in the years of Samsu-iluna they were forced to continue their work amid turbulent times. The sources are concentrated in the second and third decade of the reign of Samsu-iluna. It is within the broader frame of the functioning priesthood, also while bearing in mind the upheavals in Samsu-iluna's reign, that I wish to trace the operation of redemption. I seek to show that the practice of redemption was an important tool used by the priests to maintain themselves, their colleagues, and families in the service of the cult by the circulation and transfer of prebends within trusted networks. The archives in question also give insight into the institution of the paternal estate (é ad-da-ni[114]), and scribal markers of redemption, in particular how the practice of redemption was supported by its own distinctive form of chain of transmission.

1.2 Priesthood, prebend and crisis at OB Nippur

Three pieces of historical background inform these archival studies and contribute to the particular light in which redemption is found to operate. These are: (1) the social context of the main parties, (2) the nature of the assets redeemed, and (3) the larger background of crisis in Nippur during Samsu-iluna's reign. As regards (1), the main parties redeeming come mainly from Nippur's priestly families. The significance of this goes beyond a simple recognition that redemption is here traced within a socially elite group; it explains how the parties who sold and held each other's property, at times subject to an underlying right of redemption, did so in the context of shared activities and common involvement in the maintenance of cultic activities, sometimes in the same temple complex. As regards (2), the prebend was the most prominent asset class subject to redemption in our chosen archives.[115] But a prebend was much more than an asset; van Driel defined it as "a right to income deriving from the fulfilling of a function in the cult of the gods."[116] The first element, its income-producing nature, goes some way to explaining the possibilities of the prebend in the redemption cycle. It helps to explain, for example, why holding prebends ultimately owned by another could still be lucrative in the interim. However, it is the latter element of van Driel's definition, the prebend as fulfillment of a function in the cult, that is equally important for the current study. First of all, this guides my terminology. The designation of "priest(ess)" is maintained throughout this chapter.[117] For all its potential drawbacks, the term signals that the actors were practically involved in the

[114] Generally stereotyped with the suffix in Nippur at this time (cf. the frequent *bīt abišu* where written elsewhere syllabically).
[115] On the transmission of prebends in an archival setting see the study of Charpin 1986 (Ur), and passim in Suurmeijer 2014 (Sippar).
[116] Van Driel 2002, 34; this definition accords with that of other scholars, for references see Waerzeggers 2010, 301, f.n.1026.
[117] See Charpin 1986, 251-252.

maintenance of the cult at Nippur.[118] Beyond the prebend titles and roster splits,[119] it can be difficult to discern how the tasks underlying the titles in this period were parsed out or delegated to appropriate substitutes.[120] Nevertheless, the distinction between the prebend and the tasks that came with it should be maintained.[121] However true it is that certain OB prebend titles were more suggestive of status than function,[122] they still designated tasks for which the named office holder was ultimately responsible.[123] The basic needs of the gods, to be fed, clothed and worshipped, remained. It must always be kept in mind that the person acquiring the prebend was not simply gaining an income-producing asset but receiving a designated share in the maintenance of the veneration of the gods. As regards (3), the crisis in Nippur during Samsu-iluna's reign deserves to be considered given the broad coincidence of wider social and economic turmoil with the sale and redemption of prebends on the ground. As will be seen, although it is difficult to quantify the precise effects of this crisis for redemption practice, it may give implicit support to the traditional view, occasionally glimpsed in practice documents, but explicit in other periods and places, whereby a background crisis affects the terms and reality of redemption. Although the duration of the crisis is not sharply defined,[124] the political reality of the crisis is discernible from Si 8,[125] and an intense crisis period extends at least until Si 11.[126] This crisis has been described by Charpin as "une triple crise," having economic, institutional and military repurcussions.[127] In Uruk, in the eighth month of Si 8, the rebel king Rīm-Anum declared himself king, a reign that appears to have lasted a little less than two years, while in Larsa and its environs, in the period intervening between 20/XII/Si 7 and the beginning of Si 10, Larsa texts are found dated to a certain Rīm-Sîn (II). The appearance of Rīm-Sîn II dated texts not only in Larsa and its environs but also in Nippur speaks for a wider rebellion in the ancient territory of Sumer.[128] Contemporary evidence for a Kassite revolt, reflected in the commemoration of the year name of Si 9, shows that Samsu-iluna was facing challenges on several fronts in this crisis period.[129] Samsu-iluna's recovery of control in the south was short lived when by the end of Si 11 written documentation from Ur, Uruk and Larsa ceases, even if the precise reasons for the loss of these cities remains uncertain.[130] The precise nature and extent of economic difficulties in the years

[118] For a similar approach in describing the Neo-Babylonian sources, see Waerzeggers 2011, 60.
[119] On the bala-gub-ba "turn-on-duty," see Charpin 1986, 262-269.
[120] There are some clearer examples of disjunction between the OB material and that of later periods, for example the multiplication of offices in the Neo-Babylonian period, and the absence of women from service in the cult in the Neo-Babylonian period (this latter restriction did not restrict women from *owning* a prebend (Waerzeggers 2010, 301)).
[121] Crucial as background to understanding the workings of the priests and prebends in this period in central and southern Babylonia is Charpin's study of the priests in Ur in the time of Hammurabi (Charpin 1986).
[122] Van Driel 2002, 40-45.
[123] See Charpin 1986 262-269 and the discussion of UET 5 875 (esp. 262-264).
[124] See 1.13.2 below.
[125] Charpin 2004, 336.
[126] Charpin 2004, 336-340, with f.n. 1752.
[127] Charpin 2004, 336.
[128] Charpin 2004, 339.
[129] Charpin 2004, 339-340.
[130] Charpin 2004, 342.

immediately following Si 11 are the subject of ongoing discussion.[131] In this discussion, as regards Nippur, clusters of sales of land in the archival record have been diagnostic of an ongoing economic crisis.[132] Even so, another peak in terms of crisis can be proposed for the years Si 28-30,[133] at the end of which records in Nippur come to an abrupt end. The view that this 'end of archives' phenomenon coincided with the complete abandonment of Nippur has rightly been revised in light of the important evidence chiefly from the archives from Dūr-Abī-ešuḫ showing that, even after the disruption that occurred up to Si 30, "Nippur remained a city worth defending and with a functioning cult, through the reigns of Abi-ešuh and Ammiditana and into the reign of Ammiṣaduqa."[134] That reality subsequent to Si 30 does not impinge upon our study of the archives from Nippur, and particularly the background to the practice of redemption. Rather the peaks of crisis in Si 8-11, and Si 28-30, together with an awareness that economic difficulty could persist in the interim period forms important background for what follows. This is particularly the case when discussing the matter of clustered redemption in 1.13.

1.3 A network of archives

The text corpus stemming from OB Nippur comes with variable amounts of precise archaeological data.[135] The corpus reflects two main phases of excavation, those tablets dug up at the end of the 19th century,[136] and those excavated since 1948 when the "Joint Expedition to Nippur" began.[137] The tablets deriving from the first phase lack precise archaeological context.[138] A number of the dossiers discussed in this chapter include texts stemming from this earlier phase and a number of the dossiers are therefore reconstructed. We lack archaeological information for the dossier of Ninurta-rā'im-zērim, Nuska-nīšu (and Lu-Ešumeša), Bēltani, and Ilī-sukkal. With the text-group belonging to Attâ son of Narām-Sîn, the term "archive" is justified given that the relevant texts were found *in situ*.

Beyond the designation of these archives as individual private archives or 'family archives,'[139] internal study of the dossiers makes it possible to draw a wider social circle around the individual persons or families concerned. Already Hunter (1930, 2) sought to do this for Mannum-mešu-liṣṣur, and noted how witnessing practice could extend down successive generations of neighbours in Nippur,[140] and Stone posited

[131] See recently Goddeeris 2016:1, 200. Cf. Stone 1977, 280-281.
[132] Stone 1977, 280.
[133] On archival evidence for the *mīšarum* of Si 28 see Charpin 2000, 198-201. Cf. Vedeler 2006, 138.
[134] George 2009, 138.
[135] Charpin 2014, 51.
[136] On the first major excavation, conducted by the University of Pennsylvania in 1889, see Gibson 1993, 5.
[137] Gibson 1993, 6.
[138] Charpin 2014, 51.
[139] The designation 'family archive' is common where the text group mainly attests particular families and must have been maintained in private households even though archival practice and partitive inheritance means we are only seeing a partial picture of the family's activities (Goddeeris 2016:1, 346).
[140] Hunter 1930, 2.

similar bonds of kinship or social connections within the witnesses of a text group.[141] Yet there are also signs that these dossiers or archives are more widely networked.[142] For example, in this chapter the files of Attâ son of Narām-Sîn and Ninurta-rā'im-zērim son of Ninurta-mansum are considered. The social connections between these two individuals is hard to establish yet we gain a glimpse of the strength and possibility of the networks within the priestly community when Attâ appears as one of the most distinguished witnesses to the unusual Nippur marriage text dated in Si 13 recording that Ama-sukkal, daughter of Ninurta-mansum, married Enlil-issu, a *nešakkum* priest of Enlil.[143] Attâ witnessed in his priestly capacity together with three other cultic officials of Ninlil – two *pašīšum*-priests and a brewer. Also present was the bride's brother, Ninurta-rā'im-zērim. This marriage text provides another point of departure to consider Ninurta-rā'im-zērim's social network. For example, we do not know if he knew Enlil-issu his brother-in-law before BE 6/2 40 was written, but Enlil-issu was certainly there at an important moment in Ninurta-rā'im-zērim's career, recorded in BE 6/2 66. In that text, Ninurta-rā'im-zērim redeemed prebends in the temple of Enki and Damgalnuna directly from the temple. Heading the witness list were two priests of Enlil, one of whom was Enlil-issu, his brother-in-law. Ninurta-rā'im-zērim's career also overlapped with other significant priestly families. Most notably he transacted with Mannum-mešu-liṣṣur and close members of his family. The first of these transactions hardly shows him to be an equal of Mannum-mešu-liṣṣur.[144] He was simply one more seller of prebends to Mannum-mešu-liṣṣur in the latter's prolific expansion of his prebendary portfolio in the years following Si 11.[145] In Si 28 we find Mannum-mešu-liṣṣur's son and widow selling property (back) to Ninurta-rā'im-zērim in a redemptive transaction.

The networked nature of the archives is further suggested by the use of common scribes and seal-cutters.[146] For example the frequently appearing seal-cutter Awīlija son of Ur-Bau, whose career spanned at least forty years, provides a connection between a number of the dossiers considered here, for he appears as seal-cutter in all the texts of Ilī-sukkal (a file in which it is hard to draw social connections to cultic officials), in six texts from the archive of Attâ, in two from the file of Nuska-nīšu (and Lu-Ešumeša), and two from the Ninurta-rā'im-zērim dossier.[147] The scribe Utta'ulu-

[141] Stone 1987, 16 f.n. 14.
[142] The question of *why* these archives are networked, and whether it is possible that the title deeds for the priestly families were not simply scattered across individual family archives deserves further study.
[143] The text has been long discussed in Assyriology. For studies up to 1964 see the summary by Hallo 1964, 96, who presented his own treatment (1964, 95-105). The most important discussions since are those of Landsberger (1968, 90ff) and Westbrook (1988, esp. 43-44, 83-84). This text is one of three texts documenting the marital arrangement between Enlil-issu and Ama-sukkal (Westbrook 1988, 43-44). Westbrook notes the unusual features contained in this text BE 6/2 40: (1) Ama-sukkal the bride is party to the contract and not her father, (2) she pays 19 shekels to the groom to be returned if he divorces her; (3) it appears that the bride takes the groom for marriage (Westbrook 1988, 43).
[144] OECT 8 7 (no. 50 in Stone & Owen 1991) (Si 13).
[145] For this activity see Stone & Owen 1991, 19-33.
[146] Seire 2016, 54-57.
[147] Seire 2016, 36-37.

ḫeti provides another link, writing texts both for the Ninlil-zigu family and for Attâ son of Narām-Sîn.[148]

To all this data should be added the obvious presence of a common 'cultic' social bond. Without denying the presence of social hierarchy, prominent and less prominent families,[149] and the hierarchy of temple complexes and offices, the common cultic social bond uniting many of the protagonists across the dossiers suggests that the social networks were more closely aligned than a witnessing circle can directly confirm.[150] This was still a shared social world.

1.4 Attâ, son of Narām-Sîn

1.4.1 The archive of Attâ

It was Goetze who first drew scholarly attention to the Attâ archive.[151] The Attâ texts were discovered during the second season of excavations at Nippur (1949-50) conducted by the "Joint Expedition to Nippur." They were discovered in "House O", a location considered by Stone to be the home and workplace of Attâ, heaped in a corner of the living room (locus 75), at level E-2 underneath an inverted stone jar.[152]

Stone provided important corrections to Goetze's earlier work[153] which led to her own count of twenty-four texts in the Attâ archive, booked as SAOC 44 68-91.[154] Stone provided a table of these texts in chronological order,[155] albeit the texts SAOC 44 85-91 do not bear a legible date. The case of SAOC 44 68 suggests an Isin era Rīm-Sîn date. The remainder of the securely dated texts show a span from Si 3 (SAOC 44 69) to Si 24 (SAOC 44 84). Seventeen of the texts have Attâ as a purchaser of prebends, although in two of these texts, SAOC 44 69 (-/VI/Si 3) and SAOC 44 70 (-/XI/Si 3), Attâ purchases together with his brother Imgur-Ninurta.[156] From the Attâ group, five texts are purchase documents but Attâ was not the buyer.[157] As Stone knew, there are diplomatic grounds to explain the inclusion of these texts in Attâ's archive.[158]

[148] Seire 2016, 39. Even within dossiers, the scribes and seal-cutters can lend coherence within reconstructed dossiers. For example, within the dossier of Nuska-nīšu, three redemption texts closely dated in months 10 and 11 of Si 28, the scribe Ninurta-gāmil wrote all three texts.
[149] On the prominent Ninlil-zigu family see most recently Goddeeris 2016:1, 346-349. On that of Imgū'a see Prang 1976.
[150] This is also suggested by the possibility of ownership of prebends by individuals across a number of different temple complexes e.g. Mannum-mešu-liṣṣur and Attâ son of Narām-Sîn being notable examples.
[151] Goetze 1964.
[152] Stone 1987, 91, with Goetze 1964, 102.
[153] Stone 1987, 291–94.
[154] The generally poor condition of the Attâ texts may be partly due, as Stone later suggested, to the inadvertent exposure of this area by a late 19th century excavation, leaving the texts open to weathering for over fifty years prior to the Joint Expedition (Stone 1987, 92 with f.n. 26).
[155] Stone 1987, 92.
[156] Assuming Imgutum=Imgur-Ninurta in SAOC 44 70 (Stone 1987, 92 (Table 18) and 93).
[157] SAOC 44 72, 73, 83, 87, 86. SAOC 44 86 is an exchange.
[158] Stone 1987, 93.

Although the archive is therefore relatively well-defined, there are some remaining textual uncertainties. As noted by Stone, the name of the buyer of the prebends in SAOC 44 68 is illegible.[159] The damage to SAOC 44 82 makes its classification as a prebend purchase uncertain. The reference to ḫa-la ba *im-gur*-^{d}nin-urta in obv. l. 7' indicates an inheritance portion is being transferred and, if so, it would be logical to propose Attâ as the recipient.[160] Apart from the five texts in which Attâ is not the purchaser, two texts, SAOC 44 76 and 77, are broken in the critical places necessary to establish the identity of the buyer. SAOC 44 76 may have Attâ as the purchaser of the prebends. This involves a restoration of obv. l. 5': *a-at*$^{?}$- ˹*ta-a*˺ dumu [*na*-]*ra*-[*am*-^{d}en-zu]. It is impossible to be certain that SAOC 44 77 involves the purchase of a prebend. Only the reverse of the tablet now bears readable text.

1.4.2 (Re-)characterising Attâ

When Goetze first drew scholarly attention to the file of Attâ[161] he did not attempt to place Attâ in the wider context of Nippur at that time. It was Stone who provided, in broad strokes, a portrait of Attâ that sought to locate him in the turbulent social and economic context of Nippur during Samsu-iluna's reign. Stone found in Attâ a person very much in the image of Mannum-mešu-liṣṣur, an acquisitive climber and first generation property owner. However, the parallels between these men, their careers and background, may not be as strong as Stone suggests. Stone's reasons for comparing the two include the following:

a. "Both archives provide evidence for the multiple purchase of temple offices during the reign of Samsu-iluna."[162]
b. "Neither conforms to the pattern of transacting and witnessing within a single family that is usual at Nippur."[163]
c. "[T]he two archives share two seal-cutters and five other witnesses, indicating at least a degree of contact."[164]

From these reasons, it is unclear whether Stone compares the two based on actual historical contact between them and their supposedly shared circle, or because of a structural similarity in the 'shape' of their archives. Each of the three reasons cited by Stone has problems. First, although Attâ's texts do comprise multiple acquisitions of temple offices, clustered and repeated acquisition of temple offices in this period is hardly a distinctive feature of this dossier alone. It is true that the quantity and breadth of Attâ's prebendary portfolio is notable but this need not presuppose the activity of a first generation property owner. The bigger historical changes could also afford new opportunities to those with an already established capital base. Secondly, Stone did not provide evidence for what she described as "the pattern of transacting and witnessing within a single family that is usual at Nippur."[165] The point is not self-evident from her Table 20,[166] to which she refers. There we only have Attâ's witnessing circle presented. Thirdly, it is unremarkable that the two archives share

[159] Stone 1987, 92-93.
[160] Stone 1987, 93.
[161] Goetze 1964.
[162] Stone 1987, 94.
[163] Stone 1987, 94.
[164] Stone 1987, 94–95.
[165] Stone 1987, 94.
[166] Stone 1987, 96.

two seal-cutters. It is indeed the case that seal cutters (and scribes) provide a vital social link between a number of families and networks in Nippur at this time. Many families can be 'linked' by little other than the seal-cutters named on their transaction tablets. However, this may tell us more about the importance of the seal-cutters (and scribes) as social actors in the network, than about the similarity of career and social background of the transacting parties.[167]

1.4.3 Attâ's prebendary portfolio: consolidation at the Šamaš temple, expansion elsewhere

One of the most striking features of Attâ's priestly career is the access he enjoyed, and consolidated, in a range of different priestly networks.[168] From Si 3 to Si 28, he held offices in the temple of Šamaš, the prestigious Ekur temple, the temple of Nuska, the temple of Inanna, and the temple of Lugal-aba.[169] Based upon his known archive, his activities were not uniformly spread across this period. We first meet him acting together with his brother Imgur-Ninurta (=Imgutum) in two prebend purchases in Si 3. He acquired a $7^1/_2$ day doorkeeper prebend (nam-ì-du$_8$) from Ipqatum son of Ur-dukuga[170] for $5\ ^2/_3$ shekels and, in the temple of Šamaš, from Ubār-Šamaš, 10 day prebends as temple overseer (ugula-é), doorkeeper (nam-ì-du$_8$), and elder (bur-šu-ma).[171] Another striking feature in the Attâ archive is the concentration of texts in the years Si 10-14.[172] This cluster of activity led Stone to conclude that Attâ was in this period "taking advantage of the panic selling and lowered prices associated with the economic crisis."[173] I now take a closer look at this period of Attâ's activity.

Early in the 8th month of Samsu-iluna 10, Attâ acquired from Nuska-nīšu son of Lipit-Ištar[174] a five-day prebend for priestly duties as *paššīšum*-priest (nam-gudu$_4$) and brewer (nam-lú-bappir) to be carried out in respect of the Nuska temple. So began a flurry of activity that saw Attâ, in the space of sixteen months, until the end of Samsu-iluna 11, acquire at least five new prebends. However, this is the only prebend acquired in the Nuska temple. On the 11th day of the 4th month of Si 11, Attâ purchased a cluster of prebends that comprised the inheritance portion of Ilī-ma-lulīm, son of Ibni-Ea. Ibni-Ea's name was still used to designate the "turn-on-duty" (bala-gub-ba) being sold at this point. It may speak of Ibni-Ea's recent death, suggested also by the appearance of Ibni-Ea's wife as joint seller.[175] While it is likely that Ilī-ma-

[167] On this subject, see Seire 2016 esp. 36-39.
[168] For comments on Attâ's prebendary status see van Driel 1990, 573.
[169] On the appearance of ABkumaḫ with Lugal-aba see notes to SAOC 44 79 below.
[170] SAOC 44 69.
[171] SAOC 44 70. The case allows us to establish the first line of the tablet and tells us that Ubār-Šamaš disposed of prebends as overseer (ugula-é) doorkeeper (nam-ì-du$_8$) and elder (bur-šu-ma), amounting to 10 days per year (the case bears mu-a).
[172] Goetze 1964, 102; Stone 1987, 93 and 97-98.
[173] Stone 1987, 98.
[174] The person cannot be identified with certainty as appearing elsewhere.
[175] The *ad hoc* nature of the seals, prepared by the bur-gul (*purkullum*), is neatly illustrated by this seal. Indeed, here, we see that the seal bears the name of the two sellers – Ilī-ma-lulīm and his mother, a seal which I take it was prepared for the specific purpose of this transaction. Goetze suggested that the specific-purpose seals were required especially in cases of multiple sellers (Goetze 1964, 107, f.n.5). However, this is not uniformly the case. On sealing in Nippur see now Goddeeris 2012, and Goddeeris 2016, 2:330-333.

lulīm already exercised these priestly duties under the umbrella of his father's title to the prebend, the passing into his hands of the inheritance portion may have been recent.

Attâ here purchased a 5-day-per-year prebend in the Šamaš temple comprising priestly duties of *pašīšum*-priest, temple overseer, brewer, doorkeeper, courtyard-sweeper, and elder. He acquired this for six shekels of silver. There are real hazards in seeking to deduce the market value of prebends based on a comparison of these texts. However, this text (SAOC 44 74) and SAOC 44 75 provide us with as near a relative comparator as we might hope to find. Five of the six offices sold in SAOC 44 75 match those in SAOC 44 74. Both texts relate to service in the same temple (é ^{d}utu). They are separated by a relatively small time period of between five and six months. The only difference in offices is that the office of courtyard-sweeper appears in SAOC 44 75 but not in SAOC 44 74, although it may plausibly be restored in the break of l. 1 of the obverse of SAOC 44 74. It is uncertain how the difference in price between the two transactions, six and eight[176] shekels, can be explained. If an additional office was transferred in the later text it may explain the additional purchase price, or the market value may have changed in the interim, or there may be an underlying reason that is lost to us. In my view, nothing secure can be concluded from the price difference.

If Si 11 saw Attâ consolidate and build upon his prebendary stake at the prestigious temple of Šamaš, the following year saw him expand his portfolio, taking on new prebends in the Inanna temple[177] and the temple of Lugal-aba.[178] These are closely dated, in months five and six of Si 12. The second acquisition is his first recorded acquisition of a prebend in the Lugal-aba temple although it is possible that he already held an office there. If Attâ son of Narām-Sîn really is the second witness in SAOC 44 73 (14/III/Si 11),[179] he witnesses the purchase of 20-day prebends by parties with whom he is not otherwise connected.[180] In that case he may witness as an existing holder of Lugal-aba prebend(s) and would have had a foothold in the small community of priests serving the temple of Lugal-aba early in Samsu-iluna's reign. There is plausibility to Stone's explanation that the noticeable concentration of acquisitions of temple offices in the period Si 11-14 was a result of the background crisis and low prices. It forms part of the cumulative evidence that the transfer of temple offices could have been triggered by difficult economic conditions, even if it difficult to trace the process of original sale of prebends and a subsequent redemption.

It is to the matter of redemption from Attâ's archive that I now wish to turn, bearing in mind the archival context described above. Although the redemption texts of Attâ's archive[181] do not allow us to develop this general picture of hardship and sale described by Stone, they do inform us about the practice of redemption. A close comparison of the three texts relating to the Lugal-aba prebends stemming from Attâ's archive raises the possibility that they are connected and may even reflect

[176] I restore l. 13 of the case as: 8 g[ín kù-babbar].
[177] SAOC 44 78.
[178] SAOC 44 79.
[179] Rev. 5. The patronymic is broken and the traces on Stone's copy (Plate 80) do not match.
[180] Although note the presence as third witness of Ninurta-rā'im-zērim son of Ninurta-mansum.
[181] SAOC 44 84; SAOC 44 80.

different transactions dealing with the same property, ultimately redeemed by Attâ (SAOC 44 84).[182] What follows is an investigation of this possibility. Attâ redeemed Lugal-aba prebends in Si 24.[183] The circumstances that led Attâ to divest the Lugal-aba prebends in the first place are lost to us.[184] If it is correct to see SAOC 44 79, 83 and 84 as relating to the same property, then we witness beginning in Si 23 a chain of transfers that would see the prebends returned to the estate of Attâ, having passed through the hands of at least two other interim owners. If they relate to the same set of prebends, Attâ recovered these prebends in Si 24 upon the exercise of a right of redemption that had clearly not been removed by any of the intervening transactions. If SAOC 44 79, 83 and 84 concern the same prebends, it lets us trace a redemption from the entry of the property into Attâ's estate, to its later exchange between two third parties, to its final redemptive purchase by Attâ. The three texts are presented as belonging to a sub-dossier of Attâ's archive, although as will become clear, there are unresolved textual details that make any reconstruction of the texts as a 'redemption cycle' tentative.

1.4.4 Reconstructing a redemption cycle

The texts in question are: (1) SAOC 44 79 (2) SAOC 44 83 (3) SAOC 44 84. The following reasons can be given for taking these together.

1. There are good diplomatic reasons to consider that all three texts came directly into Attâ's possession and formed part of his discovered archive. On archaeological grounds, "House O" appears to have been Attâ's home and place of work.[185] As already mentioned, the Attâ archive was found together, heaped in a corner of the living room (locus 75), at level E-2 underneath an inverted stone jar. The texts found can therefore properly be considered part of Attâ's archive rather than a dispersed collection from which we can only hypothesise that they were probably kept by Attâ.

2. In the known OB Nippur corpus, each of these three texts, and only these texts, involve Lugal-aba prebends containing also a reference to the ABkumaḫ.[186]

3. The property transferred in texts (2) and (3) have matching descriptions. Aside from the scribe and seal-cutter, text (2) and (3) have two witnesses in common.

4. The roster share of the prebends in all three transactions is 22 $^{1}/_{2}$ days per year. This allocation, although entirely credible as a roster split, happens to be very rare in the corpus.

5. The extant details of the texts point to a relatively stable price of c.5 [+ [$^{1}/_{3}$]?] shekels.

[182] On taking SAOC 44 no. 84, the redemption text, at face value, see van Driel 1990, 573. He notes the problem in connecting the parties of no. 80 and no. 84.
[183] SAOC 44 84.
[184] That he still had enough liquidity to acquire prebends in Samsu-iluna 14 might push us towards a likely window of between that year and Samsu-iluna 22.
[185] Stone 1987, 91.
[186] Richter 2004, 137–39.

6. The redemption of the assets (é-ad-da-na…in-du$_8$) in text (3) presupposes their initial entry into Attâ's estate, whether by inheritance or outright purchase.[187] This also assumes that a property purchased outright could then be designated part of the purchaser's *bīt abim*, in so far as it then forms part of the 'estate' of the purchaser that can be passed on by inheritance and, given the present context, redeemed. It would not be unexpected for Attâ to retain in his archive the initial purchase text in addition to his redemption. It is conceivable that this is text (1).

The same roster share, the same prebends, in the same temple(s), in three texts of the same archive, makes it plausible that we are dealing with a redemption cycle of the same property, the records of which were kept in Attâ's archive.[188] Despite the reasons above, it needs to be acknowledged that the relationship between text (1) and texts (2)-(3) is less secure than that between (2) and (3). It is possible that text (1) documents a standalone acquisition of prebends in the Lugal-aba that Attâ never relinquished; and that texts (2)-(3) document a different set of prebends, albeit strikingly similar, in the same temple for which we only have the "penultimate transfer" (text (2)) and the redemption (text (3)) but no tablet evidencing Attâ's original ownership of those prebends or original sale.

1.4.4.1 Lugal-aba prebends enter Attâ's estate

In the middle of Si 12, Attâ purchased a group of prebends from a female priest, Aluttaḫi, and her husband Damiq-ilīšu. Aluttaḫi had held at least the office of *pašīšum*-priest, overseer, and doorkeeper[189] for $22\frac{1}{2}$ days in each year. The price of the prebends amounted to $5\frac{1}{3}$ shekels.

The text of SAOC 44 79 (tablet and case), based on Stone's copy (SAOC 44, plate 85), and collation from photographs,[190] reads as follows[191]:

SAOC 44 79
Museum no.:UM 55-21-167
Excavation no.: 2N-T0780
Date: -/VI/ Si 12

Tablet

Obv.	1	nam-gudu$_4$ nam-ugula-é nam-ì-[du$_8$ nam-kisal-luḫ]
	2	*ù* AB-kù-maḫ-a é-^{d}l[ugal-ab-a]
	3	mu-a u$_4$-22 ½-ˈkam*ˌ
	4	bala-gub-ba *a-lu-ut-*ˈ*ta*ˌ-[*ḫi*]
	5	dumu-munus *a-píl-ì-lí-*[*šu*]
	6	[*ù*] *da-mi-*ˈ*iq*ˌ*-ì-lí-šu* d[am-a-ni]
	7	[ki] *a-lu-ut-ta-ḫi* dumu-munus *a-p*[*íl-ì-lí-šu*]

[187] See van Driel 1990, 573.
[188] We do not have the text showing the property leaving Attâ's possession for the first time. That text would have gone to the first 'purchaser' from Attâ and Attâ's possession (or recovery) of the original title document (text (1)) together with the redemption text (text (3)) *and* the penultimate buyer's purchase text (text (2)) would be enough to establish Attâ's title.
[189] For the restoration in l. 1, cf. l. 17.
[190] CDLI number: P257346.
[191] See also Stone 1987, 291.

	8	*ù da-mi-iq-ì-lí-šu* dam-a-[ni]-ta
	9	^{p}*a-at-ta-a* dumu *na-ra-am-*$^{r d}$en-zu$^{*\urcorner}$
	10	in-ši-in-[sa$_{10}$]
	11	šám-til-la-[bi-šè]
	12	5 1/3 gín [kù-babbar]
	13	in-ne-e[n-lá]
	14	u$_4$-kúr-šè *a-lu-ut-t*[*a-ḫi*]
	15	[*da-mi*]-*iq-ì-lí-šu* dam-a-[ni]
Rev.	16	[*ù* ibila]-ne-ne a-na-me-a-bi
	17	[nam-gudu$_4$ nam-ugula]-é nam-ì-du$_8$ <nam->kisal-luḫ
	18	[*ù* AB-kù-maḫ]-a é-^{d}lugal-ab-a-kam
	19	[inim nu(-um)-gá]-gá-dè
	20	[mu lugal]-bi in-pàd-dè-eš
	21	[igi ^{d}x(x)-*e-r*]*i-ba-am* nu-èš dumu […]
	22	[igi] *nu-ra-tum* gudu$_4$ ^{d}nin-líl-lá
	23	dumu lú-^{d}nin-urta
	24	igi ^{d}nin-urta-ma-an-sum dumu *ta-ri*-[*bu-um*]
	25	[igi] *a-wi-li-ia* b[ur-gul]
	26	[igi ^{d}en-líl]-*mu-ba-lí-iṭ* d[ub-sar]
	27	iti kin-[^{d}]inanna ˹u$_4$-21˺-[kam]
	28	mu *sa-am-su-i*-[*lu-na* lugal(-e)]
	29	kur gú-si-a [an-ga-àm]
	30	[…]
Case		
Obv.	1’	˹*ù*˺ [AB-kù-maḫ-a ^{d}]lug[al-ab-a]
	2’	mu-a u$_4$-22 ˹½˺-[kam]
	3’	bala-gub-ba *a-lu-ut*-[*ta-ḫi*]
	4’	dumu-munus *a-píl-ì*-[*lí-šu*]
	5’	*ù da-*˹*mi*˺*-iq-ì-lí*-[*šu* dam-a-ni]
	6’	ki *a-lu-u*[*t-ta*]-*ḫ*[*i*]
	7’	[*ù da-mi-i*]*q-ì-lí-šu* da[m-a-ni-ta]
	8’	[^{p}*a-at-ta*]-*a* dumu *na-ra-*˹*am**˺-^{d}en*-zu$^{*\urcorner}$
	9’	[in-ši]-in-˹sa$_{10}$$^{*\urcorner}$
	10’	[šám-til-la]-bi-š[è]
	11’	[5 1/3 gí]n kù-bab[bar]
	12’	[in-ne]-en-lá
	13’	[u$_4$-kúr-šè *a-lu*]-*ut-ta-ḫi**
Rev.	1’	[...] x x
	2’	[bala-gub-ba-b]i-šè
	3’	[inim nu(-um)-g]á-gá-dè
	4’	[mu lugal-bi] in-pàd-dè-eš
	5’	[igi ^{d}x (x)-*e-ri*]-*ba-am** nu-èš
	6’	[dumu x (x)]-ma-an-sum
	7’	[igi *nu-ra-tum*] ˹gudu$_4$$^{*\urcorner}$ ^{d}nin-líl-lá
	8’	[dumu lú-^{d}]nin-urta
	9’	[igi ^{d}nin-urta-ma-an-su]m dumu *t*[*a-ri*]-*bu-um*
	10’	[igi *a-wi-li-ia*] bur-gul
	11’	[igi ^{d}en-líl-*mu-ba-lí-iṭ*] dub-s[ar]
	12’	[iti kin-^{d}]inanna u$_4$-10[+11-kam]
	13’	[mu *sa-am*]-*su-i-lu*-[*na* lugal(-e)]

14’ [kur gú-s]i-a an-[ga]-àm*

Seal: *a-l*[*u-ut*]-*ta*-[*ḫi*] / dumu-munus *a-pil-ì*-[*lí-šu*] / *ù* dam-a!?-ni

Translation (tablet):
(1) Office of *pašīšum*-priest, office of overseer of the temple, office of do[orkeeper, office of courtyard sweeper] (2) *both* in the ABkumaḫ (and) the temple of L[ugal-aba,] (3) 22 ½ days per year, (4-6) the turn-on-duty of Alutta[ḫi], daughter of Apil-ilī[šu] [and] Damiq-ilīšu [her] hu[sband]; (7-8) [from] Aluttaḫi daughter of Ap[il-ilīšu] and Damiq-ilīšu h[er] husband, (9-10) Attâ son of Narām-Sî[n] boug[ht]. (11-13) [As its] full price, he [weig]hed out 5 1/3 shekels [of silver]. (14-20) In future, Alutt[aḫi], [Dam]iq-ilīšu [her] husband, [and] (their) heir(s), whoever (t)he(y) may be, shall not make claim (concerning) [the office of *pašīšum*-priest, office of overseer] of the temple, office of doorkeeper, office of courtyard sweeper [which is *both in* the ABkumaḫ] (and) the Lugal-aba temple, they swore by [the king]. (21) [Before [d…-erī]bam the *nešakkum*-priest son of […], (22-23) [before] Nūratum *pašīšum*-priest of Ninlil son of Lu-Ninurta, (24) before Ninurta-mansum son of Tarī[bum], (25) [before] Awīlija the sea[l cutter], (26) [before Enlil]-muballiṭ the s[cribe], (27-30) month 6, day 21, Samsu-iluna 12.

Notes:
T1: The restoration nam-kisal-luḫ is supported by rev. ll.17-18 which recapitulates the offices.
T2: For the ABkumaḫ, see Richter 2004, 137–39. The three texts discussed here are our only evidence for the term ABkumaḫ collocated with the temple of Lugal-aba. SAOC 44 79 l. 2 (*ù* AB-kù-maḫ-a é-^{d}l[ugal-ab-a]) is the basis of Richter’s suggestion that ABkumaḫ could designate a prebendary office but I find more convincing the suggestion that it designates a place, perhaps even a part or annex of the Lugal-aba temple (?). This is more in keeping with its appearance in SAOC 44 83 and SAOC 44 84 (e.g. SAOC 44 83, rev. 17: é [^{d}lugal-ab]-a-ka *ù* ^{d}AB-kù-maḫ). On the use of the divine determinative in SAOC 44 83 see Richter’s comments (2004, 138–39).
T3: The roster share of $22^{1}/_{2}$ days is rare in this corpus. Another example is OECT 8 17/ W 1926/377, a text belonging to the file of Lu-Inanna. The period corresponds to three quarters of a month. It is also half of another attested split of 45-days (cf. YOS 14 328 with Stol 2004, 703).
T8: Apil-ilīšu is mistakenly written here instead of the expected Damiq-ilīšu (cf. ll.5-6 and the seal).
T9: On the photograph, *am* is visible as are the obligue wedges of EN and traces of ZU.
T13: Nippur scribes generally write the verbal formula in-na-an-lá but this variant writing, in-ne-[en-lá], is also found e.g. BE 6/2 12, SAOC 44 73, SAOC 44 90.

1.4.4.2 The penultimate transfer of Attâ's prebends?

The text SAOC 44 83 (copy, Stone 1987 plate 88) records the purchase of Lugal-aba prebends, for which the roster split matches that in SAOC 44 79 and 84 and, though it relies upon restoration, the offices also appear to match. There are complexities to the text for it is not clear whether the selling party(/ies) can be identified with the joint holders of the turn-on-duty, including Ḫunabatum (the prebends derive from a previous gift (níg-ba) to her), because of damage to the crucial section of the obverse. Based on Stone's copy and collation from the photographs,[192] the text reads as follows:

SAOC 44 83
Museum no.: OIM A30086
Excavation no.: 2N-T0766
Date: 16/?/Samsu-iluna 23?[193]

Tablet

Obv.	1	nam-gudu$_4$ nam-ugula-é nam-[ì-du$_8$ nam-kisal-luḫ]
	2	é ^{d}lugal-ab-a *ù* [^{d}AB-kù-maḫ]
	3	mu-a u$_4$-22 ½-[kam]
	4	bala-gub-ba *ḫu-na-ba-tu*[*m* (x)] x a
	5	dumu-munus *e-te-el-p*[*i*$_4$-^{d}n]uska
	6	*ù an-nu-um-pi*$_4$-*iš*$_8$-*tár* d[am]-a-ni
	7	šà dub níg-ba *ḫu-na-ba-tu*[*m* (x)]x a x
	8	[...]
	9	[(x)] K[A]-$^{r d}$nin-urta dumu [...]
	10	[^{p}]^{d}en-zu-*m*[*a-gir*$^{?}$ …]
	11	dumu$^{?}$ AN$^{?}$ x x x [(x)]
	12	šá[m]-til-l[a-bi-šè]
	13	5 [(+x) gín kù-babbar]
	14	i[n$^{?}$-na-(an-)lá]
	15	u[$_4$-kúr-šè KA-^{d}nin-urta *ù* ibila-a-ni a-na-me-a-bi]
Rev.	16	nam-gudu$_4$ [nam-u]gula-é nam-ì-du$_8$ nam-kis[al-luḫ]
	17	é [^{d}lugal-ab]-a-ka *ù* ^{d}AB-kù-maḫ
	18	m[u-a] u$_4$-22 ½-kam
	19	inim [nu-u]m-gá-gá-a
	20	mu lugal-bi i[n]-pàd
	21	igi ^{d}en-líl-*i-tu-ra-am* nu-èš
	22	igi ^{d}nin-urta-*ga-mil* dumu ur-du$_6$-kù-ga
	23	igi ^{d}en-líl-*mu-da-mi-iq* dumu *ri-im-iš*$_8$-*tár*
	24	igi *na-bi*-^{d}en-líl [dumu *i-d*]*in*-^{d}n[in]-urta
	25	igi *a-wi-li-i*[*a*] bur-[gul dumu ur-^{d}b]a-ú
	26	[igi] u$_4$-ta-u$_{18}$-[lu]-^{r}ḫé-ti$^{}$ dub-sar
	27	[iti x]x[x] u$_4$-16-kam
	28	[mu ....]x lugal-e
	29	x[...]

[192] CDLI number: P283573.
[193] The date is tentative. It was suggested in Stone 1987, 92 but this cannot be established from the copy of the tablet or the fragmentary case (plate 88).

30 x[....]x
31 […]

Case
Obv. 1’ é-[^{d}lugal-ab-a *ù* ^{d}AB-kù-maḫ]
2’ mu-a [u_4-22 ½-kam]
3’ garza-bi-šè inim nu-[um-gá-gá-a]
4’ mu lugal-bi in-[pàd]
5’ igi ^{d}en-líl-*i-tu-ra*-[*am* nu-èš]
6’ [dumu *ì*]*l-šu-ib-ni-šu* [(...)]
7’ igi ^{d}nin-urta-*ga-mil* [dumu ur-du_6-kù-ga]
8’ igi ^{d}en-[líl-*mu-da*]-*mi-iq* [dumu *ri-im-iš*$_8$-*tár*]

Seal: KA-^{d}nin-urta / dumu *a-wi-ia-tum*

Translation (tablet):
(1) Office of *pašīšum*-priest, office of overseer of the temple, office of [doorkeeper, office of courtyard sweeper], (2) (in the) temple of Lugal-aba and [the ABkumaḫ], (3) 22 ½ days per year, (4-6) the turn-on-duty of Ḫunabatu[m …], daughter of Etel-p[ī-N]uska and Annum-pī-Ištar her husband, (7-8) part of the (property listed in the) tablet of the gift of Ḫunabatu[m …]. (9) […]-Ninurta *so*[*n* of …], (10) Sîn-mā[gir$^{?}$…] (11) … (12) [as its] full pr[ice] (13) 5 [(+ x) shekels of silver] (14) he weighed out. (15-20) [In futu]re [KA-Ninurta and his heir(s), whoever (t)he(y) may be, shall not make claim (concerning) the office of *pašīšum*-priest, [the office of ov]erseer of the temple, the office of doorkeeper, the office of court[yard sweeper], 22 ½ days pe[r ye]ar, he swore by the king. (21) Before Enlil-itūram the *nešakkum*-priest, (22) before Ninurta-gāmil son of Ur-dukuga, (23) before Enlil-mudammiq son of Rīm-Ištar, (24) before Nabi-Enlil [son of Id]din-N[in]urta, (25) before Awīlij[a] the seal-[cutter, son of Ur-Bau],(26) [before] Utta’u[lu]-ḫeti the scribe. (27-31) [Month…] day 16, [the year …] the king …[…]…

Notes:
7: The line confirms that the prebends being transferred are from the tablet of the “gift” (šà dub níg-ba) of Ḫunabatum. On the níg-ba see ARN 29 rev. 6, 12 with discussion in Stol 1998, 92 and, as a gift to a daughter from her father, see Kraus 1951, 147.
7b-11: The fragmentary nature of these lines poses a problem. Given the surrounding context it is conceivable that it documents an intermediary transmission of Ḫunabatum’s property to the person from whom Sîn-māgir acquired it.
11: This line is a crux. Goetze reported in passing that it contained a redemption clause (Goetze 1964, 108 f.n. 24), namely: garza (PA-AN) é-ad-da-ni. Stone expressly ruled this out for this line, stating that “2N-T 766 does not have the redemption clause cited [by Goetze]” (Stone 1987, 292). The traces of the first sign of the line on Stone’s copy fit dumu and thus favour a patronym for the party (or parties) in the preceding line. However, the traces of the following signs support Goetze’s reading, and a reading PA$^{!}$.AN é ad-d[a-ni] is feasible based on Stone’s copy. The line is so badly damaged that the photographs (P283573) don’t allow for any advance to be made. If Goetze is correct, it poses a problem for the interpretation of this text as straightforwardly documenting the penultimate transfer of property that was redeemed in SAOC 44 84. On the other hand, its presence in Attâ’s archive, if redeemed in this text by someone else, and thus belonging to the estate of another party, needs then to be explained. Any reading of this as the penultimate transfer of the property redeemed in SAOC 44 84 must remain provisional.
31: The photos suggest the tablet held a line of text additional to that on Stone’s copy.

1.4.4.3 Attâ's redemption of Lugal-aba prebends

In Si 24, Attâ redeemed his prebends attached to the Lugal-aba. Assuming that SAOC 44 83 documents the penultimate transfer of these prebends, Attâ had never lost residual title to these assets despite the fact that the penultimate transfer (SAOC 44 83) made no explicit mention of his underlying right. It is intriguing to note the stated price for each known transfer of these prebends. If text 1 documents Attâ's original acquisition of the prebends back in Si 12, he did so for $5^1/_3$ shekels [+?]. When they changed hands, possibly in Si 23, we can tell from the first sign of line 13 of SAOC 44 83 that they were sold for a price of 5 [+?] (shekels). When Attâ redeemed the prebends, the price recorded is $5^1/_3$ shekels +15 barleycorns of silver.[194] On account of a broken section in both SAOC 44 79 and SAOC 44 83, we do not know whether this reflects an increment or whether it also applied to the previous transfer. Again, the relative stability of the figures, though notable, can hardly be given as evidence that this redemption was broadly at par or not.

The text in question, based on Stone's copy (Stone 1987, plate 88), with no photos available, reads as follows:

SAOC 44 84
Museum no.: IM 57972
Excavation no.: 2N-T0374
Date: 16/III/Si 24

Tablet

Obv.	1	nam-gudu$_4$ nam-ugula-é nam-[ì-du$_8$]
	2	*ù* nam-˹kisal-luḫ˺ˀ-ˀ é-^{d}lugal-[ab-a]
	3	[*ù*] AB-kù-maḫ-a mu-a u[$_4$-22 ½-kam]
	4	kù-ta-sa$_{10}$ ki dumu [*r*]*i-iš*-x-[…]
	5	[bala-gub-ba ^{d}]en-zu-*ma-gir* <dumu> ^{d}en-líl-[*na-ṣi-ir*]
	6	[ki ^{d}en]-zu-*ma-gir* <dumu> ^{d}en-líl-*n*[*a-ṣi-ir*(-ta)]
	7	[^{p}]*a-at-ta-a* dumu *na-ra*-[*am*-^{d}e]n-[zu(-ke$_4$)]
	8	garza e$_2$ ad-da-ni ì-du$_8$
	9	šám-til-la-bi-[šè]
	10	5 1/3 gín 15 še kù-babbar [in-n]a-a[n-lá]
	11	u$_4$-kúr-ˀšèˀ ^{d}en-zu-*ma-gir* dumu ^{d}en-lí[l-*n*]*a*-[*ṣi-ir*]
	12	*ù* ib[i]la-a-[ni] a-na-me-a-[b]i
	13	garza-bi-šè u$_4$-22 ½-kam
	14	[inim nu-u]m-gá-gá-a mu lug[al-bi in-pàd]
Rev.	1’	[igi] *el-le*-[*tum*] g[udu$_4$-^{d}nin-líl-lá]
	2’	[igi] *ìl-šu-ib-ni-šu* gudu$_4$ ^{d}nin-urta
	3’	igi *ip-qú*-^{d}da-mu dumu *na-ra-am*-^{d}en-zu
	4’	igi ^{d}en-líl-[*mu*]-*da-mi-iq* dumu *ri-im-iš*$_8$-*t*[*ár*]
	5’	igi ^{d}nin-urta-*ga-mil* dumu ur-du$_6$-kù-g[a]
	6’	[igi] ^{d}nuska-*ni-šu* dumu ad-da-du$_{10}$-ga
	7’	[igi] *e-te-ia-tum* [dumu] ^{d}da-mu-x-[x(-x)]
	8’	[i]gi ^{d}*nè-e*[*ri*$_{11}$-*gal*]-ma-an-sum bur-gul
	9’	iti sig$_4$-a u$_4$-16-kam

[194] SAOC 44 84, obv. l.10.

10’ mu *sa-am-su-i-lu-na* lugal-e
11’ bàd kiš^{ki}-a gú buranun-na
12’ mu-un-dù-a

Seal: ^{d}en-zu-*ma-gir* / dumu ^{d}en-líl-*na-ṣi*-[*ir*]

Translation:
(1) The office of *pašīšum*-priest, the office of overseer of the temple, the office of [doorkeeper], (2) and the office of courtyard sweeper of the temple of [Lugal-aba] (3) [and] ABkumaḫ, [22 ½ days] per year, (4) bought for silver, from the son of Rīš-… … (5) [the turn-on-duty of] Sîn-māgir <son of> Enlil-[nāṣir], (6) [from S]în-māgir <son of> Enlil-n[āṣir], (7) Attâ, son of Narā[m-S]î[n] redeemed the office of his father’s estate, (9-10) [as] its full price, [he we]igh[ed out] 5 1/3 shekels and 15 barley corns of silver. (11-14) In future, Sîn-māgir son of Enli[l-n]ā[ṣir], and [his] heir(s), whoever (t)he(y) may be, shall [not] make [claim] concerning this office of 22 ½ days, [he swore] by the kin[g]. (Rev. 1’) [Before] Elle[tum], *pašīš*[*um*-priest of Ninlil], (2’) [before] Ilšu-ibnišu *pašīšum*-priest of Ninurta, (3’) before Ipqu-Damu son of Narām-Sîn, (4’) before Enlil-mu[dammiq] son of Rīm-Išta[r], (5’) before Ninurta-gāmil son of Urdukug[a], (6’) [before] Nuska-nīšu son of Addaduga, (7’) [before] Etejatum [son of] Damu-…, (8’) [be]fore Ne[rgal]-mansum the seal-cutter, (9’-12’) month 3, day 16, Si 24.

Notes:
2: I read nam-kisal-luḫ against Richter’s nam-<bur->šu-ma (Kraus 1951, 147).
3: The restored roster split is secured by l. 13. The traces copied before AB, taken here as the DIB of Ù could also reflect the divine determinative which can precede ABkumaḫ (see note above to line 2 of the inner tablet of SAOC 44 79).
4: I read ki dumu [*r*]*i-iš*-x-[…]. The copy shows a small gap between /dumu/ and /*ri*/, that is damaged but I propose to restore no sign in the gap.
5-6: Emending these lines by the addition of <dumu> is supported by l. 11 and the seal.

1.4.4.4 Summary

The redemption text of SAOC 44 84 does contain important internal markers of redemption that are paralleled in other redemption texts in the Nippur dossiers. Most obviously, SAOC 44 84 signals the recovery of the prebends as part of the “paternal estate” employing the redemption clause: garza e_2 ad-da-ni ì-du_8 (l. 8). As will become clear not only from the Nippur dossiers, but in those from Sippar, Babylon and elsewhere, this redemption clause is the most salient feature of redemption texts. However much the redemption texts are formally a variant of sale texts, the retention of a redemption clause obviously remained important. The significance of this clause and the social reality of the paternal estate in the redemption texts from Nippur is further discussed in [1.11] below.

The redemption text of SAOC 44 84 introduces another marker of redemption that will be paralleled in the Nippur dossiers. It documents in the body of the redemption text a short summary of a previous transfer of the assets. In fact, it documents the sale immediately preceding the redemption transaction. Lines 4-8 read: “bought for silver, from Rīš-… … [the turn-on-duty of] Sîn-māgir [son of] Enlil-[nāṣir], [from S]în-māgir [son of] Enlil-n[āṣir], Attâ, son of Narā[m-S]î[n] redeemed the office of his father’s estate.” The documenting of such a penultimate transfer will be addressed

below (1.11) but, to anticipate, its meaning ought to lie in the realm of chains of transmission. It was important for evidencing of the redeemer's title to the redeemed property and marked out the previous transfers as purchases distinctive from the outright acquiring of paternal property. That would then support a traditional interpretation, *pace* Stone, of what these redemption texts were achieving. It was precisely because these assets had been sold outside the estate of the original owner, even between non-familial interim buyers, that the redemption of the assets had to be properly signaled in the documentation.

1.4.4.5 SAOC 44 80: Additional redemption in Attâ's archive

As an addendum to the discussion of redemption based on Attâ's archive, the existence of a fragmentary redemption text in Attâ's archive should be noted. The transliteration, based on Stone's copy (Stone 1987, plate 86), collated from photographs,[195] and a translation, is set out below.

Tablet

1' [...]x-é-a [...]
2' [...]-lá dumu *na-bi-*[...]
3' [...]-*ib-ni-šu* dumu *na-b*[*i*?-...]
4' i[gi x x-*e*]-*ri-ba-am* dumu ^{p}M[I-...]
5' i[gi] x [...]
6' igi x an nu um? ma x šu x[...]
7' it[i ... u_4]-6-[kam]
8' [mu *sa-am-su-i-lu*]-*na* lugal[(-e)]

Case

1' x[...]
2' é-^{d}utu mu-[a ...]
3' bala-gub-ba ^{d}e[n-líl-NI-...]
4' dumu ^{d}da-mu-ú-[...]
5' ki ^{d}en-líl-NI-[... dumu ^{d}da-mu-ú-...]
6' ^{p}*a-at-ta-a* [dumu *na-ra-am-*^{d}en-zu(-ke$_4$)]
7' garza é-ad-[da-ni in-du$_8$]
8' šám-til-l[a-bi-šè]
9' 5 gín kù-bab[bar in-na-an-lá]
10' u_4-kúr-šè ^{d}[en-líl-NI-...]
11' ^{p}*sà-ni-i*[*q*?-...]

Seal: ^{d}en-líl-[NI-...] / x *ì-lí-i*-[...] / [...]-*ia*-[...]

Translation (case):
(1') [named prebendary offices] (2') (in the) temple of Šamaš, [per] year [x days], (3'-4') the turn-on-duty of E[nlil-NI-...] son of Damu-[...], from Enlil-NI-[... son of Damu-...], (6') Attâ [son of Narām-Sîn] [redeemed] the prebendary office of [his] paternal estate, [as its] full price [he weighed out] five shekels of silver. In future [Enlil-NI-...] [and] Sani[q?...] [and his/their heir(s), whoever (t)he(y) shall be, shall not make claim (concerning) the office of ...].

[195] CDLI no.: P283574.

This text, though fragmentary, is evidence of a redemption by Attâ of temple offices in the Šamaš temple. We know of his involvement in this temple complex not least from his activity in Si 11 when he consolidated and built upon his prebendary position there (see 1.4.3). Unless we suppose that he had sold the prebend(s) before the period Si 11-14, it seems plausible that his sale, and the subsequent redemption, took place considerably later. The text, together with SAOC 44 84, shows that on more than one occasion Attâ had to take steps to recover property that had left his paternal estate. Based on the extant clauses on the case, it also appears that this redemption did not record a penultimate transfer. That would usually follow the statement of who holds the "turn-on-duty" at present. Without the fully preserved case or tablet, however, we cannot know whether this was simply because the person from whom he redeemed was also the person who was selling here, i.e. there may have been no interim buyer.

1.5 Ninurta-rā'im-zērim son of Ninurta-mansum

The small dossier of Ninurta-rā'im-zērim has not received standalone treatment in the literature,[196] but contains two redemption texts.[197] Each of these texts deserves attention in its own right, and contributes to our understanding of redemption in the Nippur archives. However, before turning to an analysis of those texts, I provide an overview of the dossier, and a reconstruction of Ninurta-rā'im-zērim's activities.

The dossier lacks archaeological context and must be reconstructed. Here there are some uncertainties. It is unclear whether to assign PBS 8 66 to this dossier.[198] This text documents a transfer of prebends held in the temple of Enki and Damgalnuna but, other than the correspondence in the named offices and temple, it is unclear how the prebends in PBS 8 66 might relate to the prebends redeemed by Ninurta-rā'im-zērim in BE 6/2 66 (date not preserved) directly from the temple of Enki and Damgalnuna.[199] We also have a very fragmentary record of a text that evidences either a redemption, exchange or inheritance division in OIMA 1 45, transliterated and discussed in 1.11.3.3. If it is an exchange or inheritance division, and Ninurta-rā'im-zērim is one of the parties (he is the named existing holder of the turn-on-duty of the prebends (obv. 5')), then it is conceivable that he retained a copy. If, however, it is a redemption text then he would simply be selling the assets and the text would not have ended up in his archive. These uncertainties leave the following core of texts to be assigned to the file.

Text	Date	Description
BE 6/2 66	Not preserved	Redemption of prebends by Ninurta- rā'im-zērim (possible relation to prebends transferred in PBS 8 66 (5/XII/Si 24)
BE 6/2 64 (=Ni 325)	20/II/Si 28	Redemption of vacant plot (é-kislah) by Ninurta-rā'im-zērim
BE 6/2 61	15/XII/Si 28	Transaction (uncertain) concerning 12 iku field with Ninurta-rā'im-zērim as counterparty[200]
BE 6/2 68	26/VIII/Ilīma-AN	Purchase of a 6 iku field by Ninurta-rā'im-zērim
OIMA 1 51 (=UM 29-15-441)	Not preserved	Lease of field for the cultivation of sesame

Drawing on this core of texts, and the other attestations of Ninurta-rā'im-zērim, we

[196] His dossier is not studied in Stone 1987, although a list of texts in which he is attested is given on pp. 270-271 (add to this list the attestations in BE 6/2 60 and BE 6/2 61).
[197] BE 6/2 64 and BE 6/2 66.
[198] The list excludes the promissory notes concerning bran which have Ninurta-rā'im-zērim as the counterparty BE 6/2 60 (II/Si 28) and BE 6/2 61 (16/VIII/Si 28) as it is uncertain whether they belong in his archive.
[199] See note to l. 13 of BE 6/2 66 below.
[200] The ta affix on l. 6 of the obverse after Ninurta-rā'im-zērim's name is probably a mistake so that he leases or buys (the šè at the end of l. 7 could conclude a tenancy/cultivation clause as much as a full price clause in a sale text (šám-til-la-bi-šè). Comparison with BE 6/2 68 suggests that BE 6/2 61 may also have been a sale.

can begin to build a picture of his prebendary portfolio and activity. The extant dates in the 'core' dossier show a concentration of activity in the years Si 24 to just after Si 30.[201] However, to establish some of his social connections and provide important background to the redemption text BE 6/2 64, we need to go back to Si 13 and consider OECT 8 7 (2/XII/Si 13).[202] This text documents the sale of one month per year's worth of the prebendary offices of doorkeeper and courtyard sweeper in the temple of Ninlil Egula. Ninurta-rā'im-zērim as the existing holder of the offices, sells these to Mannum-mešu-liṣṣur, in whose archive I assume the tablet remained.[203] From the perspective of Mannum-mešu-liṣṣur's archive, this sale comprised merely one in a number of acquisitions of temple offices by him in this period following Si 11. It could be, therefore, that we should see behind this sale a sign of Ninurta-ra'im-zērim's difficulties. The year is Si 13, a time close to the most intense period of crisis affecting the city. Even if that is so, there is a social connection between these two parties that is at play, and not simple economic need. This social connection resurfaces in the later redemption in Si 24 of (different) property by Ninurta-rā'im-zērim from the widow and son of Mannum-mešu-liṣṣur (BE 6/2 64). It is intriguing that, in that later redemption text, we find a description of the sale prior to the redemption. We learn that the vacant plot came into the possession of Mannum-mešu-liṣṣur's family via the sons of a certain Ea-iddinam.[204] This means that the family of Ea-iddinam were interim holders of the property which, on my understanding, had been originally sold by Ninurta-rā'im-zērim and subsequently redeemed by him in BE 6/2 64. Yet it is likely that these sons of Ea-iddinam were also no strangers to Ninurta-rā'im-zērim. We find one of them present for Ninurta-rā'im-zērim's redemption of prebends from the temple of Enki and Damgalnuna in BE 6/2 66.[205] It is difficult to be more definitive about the links between these persons, but it illustrates that the sale of prebends by Ninurta-rā'im-zērim and his redemption of other property coincided with existing and overlapping social networks. In what follows, the two texts from his dossier in which he redeems property are treated. Each adds to the understanding of redemptive practice in OB Nippur at this time.

1.5.1 BE 6/2 66: Ninurta-rā'im-zērim's redemption from the temple of Enki and Damgalnuna

BE 6/2 66
Date: not preserved
Bibliography: BE 6/2 pp.13-15 (transliteration, translation, comments); HG 4 No. 979 (translation); UAZP (Schorr 1913) no. 104A (transliteration, translation).

The text of BE 6/2 66, based on its copy, is transliterated and translated as follows:

Tablet
Obv. 1 […] x
2 nam-gu[du_4] n[am-ugul]a-é nam-lú-[bá]ppir

[201] On the dating of Ilīma-AN to the time immediately after Si 30 see Charpin 2004, 361 with f.n. 1885.
[202] The case of this tablet appears to be text no.48 in Stone & Owen 1991.
[203] For an edition of the text, see Stone & Owen 1991, 86-87 (plates 37-39).
[204] BE 6/2 64, obv. ll. 4-6.
[205] BE 6/2 66, 22'.

3 nam-ì-du$_8$ nam-kisal-luḫ *ù* nam-bur-šu-ma
4 é ^{d}en-ki ^{d}dam-gal-nun-na mu-a u$_4$-15-kam
5 bala-gub-ba ^{d}en-ki-maš-zu dumu *dam-qí-ì-lí-šu*
6 kù-ta-sa$_{10}$ ^{d}en-ki ^{d}dam-gal-nun-na in-sa$_{10}$-a
7 ki ^{d}en-ki ^{d}dam-gal-nun-na-ta
8 ^{pd}nin-urta-*ra-ḫi-im-zé-ri*
9 dumu ^{d}nin-urta-ma-an-sum-ke$_4$
10 garza é ad-da-na in-du$_8$
Rev. 11 šám-til-la-bi-šè
12 18 gín kù-babbar in-na-an-lá
13 u$_4$-kúr-šè nam-gudu$_4$ u$_4$-27-kam
14 mu inim gál-la kišib in-na-an-taka$_4$
15 igi *ku-bu-tum* lú-báppir ^{d}en-líl-lá
16 igi ^{d}en-líl-*is-sú* nu-èš dumu lugal-á-zi-da
17 igi ^{d}en-zu-*iš-me-a-ni* dumu *é-a-na-ṣir*
18 igi *lu-uš-ta-mar* dumu *ta-ri-bu-um*
19 igi *iz-kur*-^{d}utu dumu *e-la-lí-im*
20 igi ^{d}inanna-ma-an-sum dumu dingir-*šu-ib-ni-šu*
21 igi *a-lí*-dingir dumu *ri-iš-é-a*
22 igi é-šu-me-ša$_4$-*lu-mur* gudu$_4$ dumu *é-a-i-din-nam*
23 igi x[...]
[…]
Seal: ^{d}en-ki / ^{d}dam-gal-nun-na

Translation:
(1-3) […] Office of *pašīšum*-priest, office of the overseer of the temple, office of brewer, (2) office of doorkeeper, office of courtyard sweeper and office of elder, (4) 15-days-per-year (in) the temple of Enki (and) Damgalnuna, (5) the turn-on-duty of Enki-maš-zu son of Damqi-ilīšu, (6) purchased (property), which Enki (and) Damgalnuna had bought, (7) from Enki (and) Damgalnuna, (8-10) Ninurta-rā'im-zērim son of Ninurta-mansum redeemed the office(s) of his father's estate. (11-12) As its full price he weighed out 18 shekels of silver. (13) In future, (as regards) the office of *pašīšum*-priest of 27 days, (14) concerning a(ny) complaint, he sealed the document. (15) Before Kubbutum, brewer of Enlil, (16) before Enlil-issu *nešakkum*-priest, son of Lugal-azida, (17) before Sîn-išme'anni son of Ea-nāṣir, (18) before Luštamar son of Tarībum, (19) before Izkur-Šamaš son of Elalim, (20) before Inanna-mansum son of Ilšu-ibnišu, (21) before Ali-ilum son of Rīš-Ea, (22) before Ešumeša-lūmur *pašīšum*-priest son of Ea-iddinam, (23) before […] (remainder lost).

Notes:
13: It would be puzzling if this line was taken to record the extension of the office of *pašīšum*-priest to 27 days per year, uplifted from the 15 days worth that is redeemed. The answer appears to lie in a connection with PBS 13 66 (5/VIII/Si 24). The damage to the tablet PBS 13 66 means that the identity of the person acquiring the prebends is lost and so we cannot know if it was, e.g., the Enki-maš-zu who held the bala-gub-ba in BE 6/2 66 when Ninurta-rā'im-zērim redeemed. Also PBS 13 66 needs collating to confirm the roster split. The copy permits a roster split of 13 or perhaps 12 days per year. Returning to the roster split in BE 6/2 66, line 4' has a clear: mu-a u$_4$-15-kam. The quitclaim in ll. 13'-14' refers to a *pašīšum*-office, which may stand pars pro toto for the whole set of prebends being redeemed, comprising a 27 day allocation (nam-gudu$_4$ u$_4$-27-kam). If the prebend split in PBS 13 66 should be read as 12 days, this would neatly explain the total split of 27 days held by Ninurta-

rā'im-zērim after redeeming 15 days' worth in BE 6/2 66. In that case the quitclaim of BE 6/2 66 reflects the total split in the Enki and Damgalnuna complex held by Ninurta-rā'im-zērim, reunited by the end of the redemption transaction. This theory is now confirmed and clarified by the fact that PBS 13 66 joins BE 6/2 66 (pers. comm. A. Goddeeris; see Goddeeris [in press]).

No date is preserved on the text, and we do not have the text showing these prebends leaving Ninurta-rā'im-zērim's estate. Based on what we do know, it is conceivable that the original divestment of those prebends by Ninurta-rā'im-zērim took place around the first cluster of activity, at a date around Si 13, when he already showed a need to obtain some capital in exchange for prebends.[206]

In terms of Ninurta-rā'im-zērim's sphere of service, this text is not the only text by which we can establish a connection with the temple of Enki-Damgalnuna, even if he also held office(s) elsewhere.[207] The link with Enki and Damgalnuna can be inferred from the fragmentary text OIMA 1 45 = CBS 2230, documenting the transfer of a large field and a group of prebends in the Enki-Damgalnuna complex ([…e]n-ki ^{d}dam-^{r}gal-nun$^{?}$[-na] (OIMA 1 45 1:1')) for which Ninurta-rā'im-zērim held the bala-gub-ba (l. 5').[208]

In this text, BE 6/2 66, we find Ninurta-rā'im-zērim redeeming prebends directly from two 'gods'(=temple) as transacting counterparties. The *šalmum-balṭum* Šamaš loans, *usātum* loans, and the phenomenon of 'divine witnessing' in other OB settings make it unsurprising for the temple to transact in the name of their patron god(s),[209] but this is our only example in the setting of redemption. The text shares all the expected formal features of other redemption texts. We can see the clause of penultimate transfer recording that the bala-gub-ba, held in the name Enki-maš-zu, had been previously purchased (kù-ta-sa$_{10}$) by Enki and Damgulnuna, who bought it (in-sa$_{10}$-a) from Enki-maš-zu. Enki-maš-zu is named as the holder of the bala-gub-ba also at the time of the redemption (l. 5) but it is hard to be certain whether this was a reference to him as the last named holder of the prebends, or whether it reflects that he had earlier "sold" the prebends back into the hands of the temple while continuing to discharge his roster duties as the holder of the bala-gub-ba. In either case, this intervention by the temple is exceptional. The underlying reason for this intervention is unclear but two possibilities may be mentioned. Enki-maš-zu may have needed to sell the prebends (to obtain capital?) at such time that Ninurta-rā'im-zērim was not yet in a position to redeem and the temple acquiring the prebends was an interim solution. Alternatively, it may be that Enki-maš-zu had been appointed to the roster by the temple authorities pending clarification of Ninurta-rā'im-zērim's entitlement to the prebends as part of his paternal estate. Issues of succession or vacancy in a temple office could, in later times, lead to a higher authority's intervention.[210] The

[206] OECT 8 7 ((2/XII/Si 13) when he sold prebends to Mannum-mešu-liṣṣur.
[207] As evidenced by OECT 8 7 showing that he had held the prebendary offices of doorkeeper and courtyard in the temple of Ninlil Egula.
[208] On the interpretation of this text, and the appearance of kù-ta-sa$_{10}$ (obv. l. 11', rev. l. 2') see 1.11.3.3.
[209] On the phenomenon of gods as creditors see most recently Charpin 2015, 149-172, with references to the earlier literature.
[210] From the first millennium, see e.g. McEwan 1981, 18ff discussing CT 49 144 (upon the death of an astrologer, funds and office were transferred until the deceased's son was ready to

exceptional situation is also here reflected in the sealing. As the temple was in this case taking on the rather unusual role of 'selling' the prebends to Ninurta-rā'im-zērim, it conformed to normal sealing practice that a bur-gul seal was made listing Enki and Damgalnuna.

1.5.2 Redemption and "penultimate transfer": evidence from the Ninurta-rā'im-zērim dossier

In 1.11.3 we examine more closely the clause recording the penultimate transfer contained in the redemption texts. However, the other redemption text in the dossier of Ninurta-rā'im-zērim aids our understanding of this preceding transaction or "penultimate transfer." In the case of the second redemption transaction in which Ninurta-rā'im-zērim redeems, we possess not only the redemption text (BE 6/2 64)[211] but, it appears, the actual text of penultimate transfer (BE 6/2 38).[212] I will discuss the texts on this basis but I have more reservations than Finkelstein (1965, 241-242) that the same piece of property has to be involved here.

Transliterations and translations of the texts appear below, based on their copy.

BE 6/2 38
Date: 6/IV/Si 12
Bibliography: HG 4 no. 947 (translation); UAZP no. 90 (transliteration, translation); Stone & Owen 1991, 76-77 (transliteration, translation, with collations); Finkelstein 1965, 241-242 (comments).

Transliteration:

Obv.	1	1 1/3 sar é-dù-a
	2	da é ^{d}en-líl-gal-zu
	3	dumu *da-mi-iq-ì-lí-šu*
	4	é lugal-ḫé-gál
	5	*ù* ^{d}nin-[urt]a-*e-mu-qá-a-a*
	6	dumu-me *é-a-i-din-n*[*am*]
	7	ki lugal-ḫé-gál
	8	*ù* ^{d}nin-urta-*e-mu*-[*qá-a-a*]
	9	^{p}*ma-an-nu-um-me-šu*-[*li-ṣur*]
	10	dumu *a-wi-li-i*[*a*-ke$_4$]
	11	in-ši-in-s[a$_{10}$]
	12	šám-ti[l-la-bi-šè]
	13	3 [gín kù-babbar]

take up the office), and 21ff discussing BRM 1 88 (dealing with the vacancy of a deceased *āšipu*'s sustenance field upon his death without heir).

[211] BE 6/2 64; Stone adoption p.89; BE 6/2,12; HG 4 no. 980; UAZP no. 104; cf. Finkelstein 1965, 241-242; Kraus, ARN, 63.

212 BE 6/2:038; Stone et al. 1991, 76 (also HG 4 no. 947; UAZP no. 90; cf. Finkelstein, AS 16,241). There is also a witness in common, Lu-Enlila, written with patronym in l.21 of BE 6/2 64: lú-^{d}en-líl-lá agrig dumu é-lú-ti. Against the identification of BE 6/2 38 as relating to the same property are two pieces of evidence. First, the property in BE 6/2 38 is described as é-dù-a rather than é-kislaḫ and the neighbor in BE 6/2 38 is Enlil-galzu rather than Ninurta-rā'im-zērim.

Lo.E. 14 in-na-a[n-lá]
Rev. 15 u_4-kúr-š[è lugal-ḫé-gál]
16 *ù* ^{d}[nin-urta-*e-mu-qá-a-a*]
17 1 1/3 sar é-[dù-a-šè]
18 inim nu-um-gá-gá-[a]
19 mu lugal-bi in-p[àd-dè-eš]
20 igi lú-^{d}en-líl-lá ag[rig]
21 igi *ib-ni-é-a* dumu *i*[*m-...*]
22 igi *a-wi-li-ia* bur-[gul]
23 igi *a-ta-a* dub-sar
24 iti šu-numun-a u_4-6-kam
25 mu *sa-am-su-i-lu-na* lugal
26 kur gú si-a an-ga-àm
27 mu-da-bala-eš

Seal: lugal-ḫé-gál / *ù* ^{d}nin-urta-*e-mu*-[*qá-a-a*]

Translation:
(1) A 1 1/3 sar built-up house, (2-3) beside the house of Enlil-galzu son of Damiq-ilīšu, (4-6) the house of Lugal-ḫegal and Ninurta-emuqaja, the sons of Ea-iddin[am], (7-8) from Lugal-ḫegal and Ninurta-emu[qaja], (9-11) Mannum-mešu-[liṣṣur] son of Awīl[ija], [bou]ght, (12-14) [as its fu]ll price, he weigh[ed out] 3 [shekels of silver]. (15-19) In future, [Lugal-ḫegal and Ninurta-emuqaja] shall not make claim [concerning] the 1 1/3 *sar* [built-up] house, [(t)]he[(y)] swore by the king. (20) Before Lu-Enlila the steward, (21) before Ibni-Ea son of … (22) before Awīlija the seal-[cutter], (23) before Atâ the scribe. Month 4, day 6, Si 12.

Notes:
5, 8, seal: Stone & Owen 1991, 77 gives for this line: *ù* ^{d}nin-urta-*e-mu-qá-a*. This emends the PN as copied by Poebel which has a clear double /a/ at the end. As there is no indication that this emendation is the result of collation, and indeed their transliteration of l. 8 does not reflect the break in Poebel's copy, I follow Poebel's copy, and restore the PN accordingly in l. 8 and on the seal. The orthography with double /a/ is not odd (cf. DCS 1 97, tablet l. 9, case l. 2 (Maškan-šāpir(?), Samsu-iluna).
19: The plural verb, expected here given the two sellers, is not restored in Stone & Owen.

BE 6/2 64
Date: 20/II/Si 28
Bibliography: Stone & Owen 1991, 89-90 (transliteration and translation); BE 6/2 p.12 (transliteration), pp. 13-14 (comments); HG 4 no. 980 (translation); UAZP no. 104 (transliteration, translation); Finkelstein 1965, 241-242; ARN p. 63 (catalogue notes (Kraus)).

Obv. 1 1 1/3 sar é kislaḫ
2 da é ^{d}nin-urta-*ra-ḫi-im-ze-ri-im*
3 dumu ^{d}nin-urta-ma-an-sum
4 kù-ta-sa_{10} ki dumu-me *é-a-i-din-nam*-ta
5 ^{p}*ma-an-nu-um-me-šu-li-ṣur* dumu *a-wi-li-ia*-ke_4
6 kù-šè in-sa_{10}-a
7 ki ^{d}nin-urta-*mu-ba-lí-iṭ* dumu *a-wi-li-ia*

8 ^{p}*i-din-iš$_8$-tár* dumu *ma-an-nu-um-me-šu-li-ṣur*
9 *ù na-ru-ub-tum* ama-ni-ta
10 ^{pd}nin-urta-*ra-ḫi-im-ze-ri-im*
11 dumu ^{d}nin-urta-ma-an-sum-ke$_4$
12 é ad-da-na in-du$_8$
Rev. 13 šám-til-la-bi-šè
14 6 ½ gín kù-babbar in-ne-en-lá
15 u$_4$-kúr-šè ^{d}nin-urta-*mu-ba-lí-iṭ*
16 ^{p}*i-din-iš$_8$-tár* ^{p}*na-ru-ub-tum* ama-ni
17 *ù* ibila-ne-ne a-na-me-a-bi
18 1 1/3 sar é kislaḫ-bi-šè inim nu-gá-gá-a
19 mu lugal-bi in-pàd-dè-eš
20 igi *a-píl-ì-lí-šu* ugula é dingir-maḫ
21 igi lú-^{d}en-líl-lá agrig dumu é-lú-ti
22 igi ^{d}en-zu-*ma-gir* dumu ir$_{11}$-^{d}šeš-ki
23 igi ^{d}en-zu-*a-ḫu-um* dumu dumu-*er-ṣe-tim*
24 igi *i-di-šum* bur-gul
25 igi ^{d}en-líl-*mu-ba-lí-iṭ* dub-sar
U.E. 26 iti gu$_4$-si-su u$_4$-20-kam
27 mu ús-sa *sa-am-su-i-lu-na* lugal-e
28 *ia-di-ḫa-bu ù mu-ti-ḫu-ur-ša-na*
29 šíta ḫuš-a-na giš-ḫaš bí-in-ak-a

Seal: ^{d}nin-urta-*mu-ba-lí-iṭ* / dumu *a-wi-li-ia* / *i-din-iš$_8$-tár* / dumu *ma-an-nu-um-me-šu-li-*[*ṣur*] / [*ù na-ru-ub-tum* ama-ni]

Translation:
(1) 1 1/3 sar vacant plot, (2) beside the house of Ninurta-rā'im-zērim son of Ninurta-mansum, (4-6) sold for silver, from the sons of Ea-iddinam, Mannum-mešu-liṣṣur son of Awīlija bought for silver, (7-9) from Ninurta-muballiṭ son of Awīlija, Iddin-Ištar son of Mannum-mešu-liṣṣur and Narubtum his mother, (10-12) Ninurta-rā'im-zērim son of Ninurta-mansum redeemed his father's estate. (13-14) As its full price he weighed out 6 ½ shekels of silver. (15-19) In future Ninurta-muballiṭ, Iddin-Ištar, Narubtum his mother and their heir(s), whoever (t)he(y) may be, shall not claim concerning the 1 1/3 sar vacant plot, they swore by the king. (20) Before Apil-ilīšu overseer of the temple Dingirmaḫ, (21) before Lu-Enlila the steward, son of Eluti, (22) before Sîn-māgir son of Ir-Nanna, (23) before Sîn-aḫum son of Mār-erṣetim, (24) before Idišum the seal-cutter, (25) before Enlil-muballiṭ the scribe. (26-29) Month 2, day 20, Si 28.

Notes:
Seal: Lines 1-2 of the legend rely on Stone & Owen; for ll. 3-4 see ARN p.63 (Kraus).

The earlier text, BE 6/2 38, was drafted as a standard sale. It matches the order and drafting structure of other contemporary sale contracts from the Nippur archives.[213] This is what we would expect given the terminology of the clause of penultimate transfer in the later redemption text, excerpted below :

[213] Cf. OECT 8 5, OECT 8 9, OECT 8 1, TIM 4 54, OECT 8 10.

kù-ta-sa$_{10}$ ki dumu-me *é-a-i-din-nam*-ta
^{m}*ma-an-nu-um-me-šu-li-ṣur* dumu *a-wi-li-ia*-ke$_4$
kù-šè in-sa$_{10}$-a

"purchased (property), which, from the sons of Ea-iddinam, Mannum-mešu-liṣṣur son of Awīliya bought for silver." (BE 6/2 64:4-6)

It is a text such as BE 6/2 38, which appears to describe the sale transaction immediately preceding the redemption, that leads us to describe the kù-ta-sa$_{10}$ clause in the redemption text as one of *penultimate* transfer. In principle, there could be multiple interim holders of redeemable assets. However, the redemption texts do not record every preceding transaction. In other words, they do not document a full chain of transmission. When drafting the redemption text, it is only considered necessary to go back one step in the chain of transmission.

Based on this sub-dossier, and the fact that "[i]n [BE 6/2 64] the same plot [as sold in BE 6/2 38] is "redeemed" from the more recent purchaser by a person who owns the neighbouring plot" Finkelstein commented: "[w]hat this case implies, therefore is that redemption privilege was not restricted to the time of first resale and perhaps not even to times when the plot in question came on the 'market.'"[214] Finkelstein's comments were made in light of the reference to a right to redeem upon resale in the laws of Ešnunna[215] that seemed not to apply here. The dossiers to be studied in this chapter show that this feature of redemption at Nippur at this time is not an isolated example. Conditions and custom were such that a final redemptive purchase could be made from interim buyers (1.11.3). In my view, an important part of these conditions, that seemed to show redemption as a flexible tool in Nippur, was the strength of the social networks. As already noted above, neither the sons of Ea-iddinam nor the family of Mannum-mešu-liṣṣur, as previous holders of Ninurta-rā'im-zērim's patrimonial property, were strangers to the redeemer.

[214] Finkelstein 1965, 242.
[215] LE MS A iii:25-27, MS B iii:10-11 (*šumma awīlum īnišma bīssu ana kaspim ittadin ūm šajjāmānum inaddinu bēl bītim ipaṭṭar*).

1.6 Redemption in the service of Nuska: Nuska-nīšu and Lu-Ešumeša

From what we can tell, the circle of priests serving the temple of Nuska was a small, tightknit group.[216] While it was not dominated exclusively by a single blood-family, the texts that have come down to us attest to transfers of Nuska prebends generally within a relatively close and connected circle.[217] How the cult of Nuska was maintained in the turbulent years of Samsu-iluna's reign, and within the same close circle of priests, is glimpsed in part through the dossier of Nuska-nīšu and the activity of his relative, Lu-Ešumeša. A reconstruction of this dossier has recently been made by Goddeeris.[218] In the discussion that follows in 1.6.2 I will draw on this wider overview of the dossier but focus on the two redemption texts that would have ended up in Nuska-nīšu's archive. These are PBS 8/2 138[219] (18/X/Si 28)[220] (with case, OIMA 1 30)[221] and TMH 10 53. TMH 10 53 (19/X/Si 28), has recently been published and will not be re-presented here[222] save for a translation for convenience. A third text, close in time to these redemptions, is OIMA 1 32 (-/XI/si 28). The text of OIMA 1 32 indicates it was a straightforward purchase but it is notable that both the redemption text of PBS 8/2 138 and OIMA 1 32 presented below have antecedents documenting the prior sale of the assets later redeemed or purchased and this will be relevant for our understanding of redemption practice.

1.6.1 Redemption texts and the text of OIMA 1 32

PBS 8/2 138 (tablet) + OIMA 1 30 (case)
Museum no.: CBS 7023
Bibliography: PBS 8/2, copy (plate 85), transliteration and translation (pp. 162-163); (copy); Stone 1976 (OIMA 1), catalogue description of no. 30 (p.4) with microfiche images.[223]
Date: 18/X/Si 28

Obv. 1 nam-lú-níg-dab$_5$-ba é ^{d}nuska
2 mu-a iti-2-kam
3 kù-ta-sa$_{10}$ ki *ì-lí-e-ri-ba-am*
4 ^{p}*ri-im-iš$_8$-tár* dumu-me *mu-na-wi-ru*
5 *ù na-wi-ir-tum* ama-ne-ne
6 ^{p}lú-é-šu-me-ša$_4$ dumu ^{d}utu-^{d}en-líl-lá
7 in-sa$_{10}$-a
8 ki lú-é-šu-me-ša$_4$-ta

[216] Goddeeris 2016, 1:374.
[217] An exception being Attâ son of Narām-Sîn.
[218] Goddeeris 2016, 1:372-373.
[219] Chiera included this text among the select transliterations and translations provided in PBS 8/2 (pp. 162-163).
[220] Correct Goddeeris 2016 1:373 which dates the text to month nine.
[221] It has not been possible to view the microfiche image of this text. I rely on a provisional transliteration made by G. van Driel (courtesy Leiden Institute of Area Studies).
[222] Goddeeris 2016 no. 53 (now available in ARCHIBAB T23429 (A. Goddeeris)).
[223] No photos of the tablet are available on CDLI.

	9	^{pd}nuska-*ni-šu* dumu dingir-*šu-ib-bi-šu*-ke$_4$
	10	in-ši-in-sa$_{10}$
Rev.	11	šám-til-la-bi-šè
	12	4 ½ gín kù-babbar
	13	in-na-an-lá-*m*[*a*]
	14	gárza(PA.LUGAL) é ad-da-ni in-du$_8$
	15	u$_4$-kúr-šè ^{p}lú-é-šu-me-ša$_4$-ke$_4$
	16	*ù* ibila-a-ni a-na-me-a-bi
	17	nam-lú-níg-dab$_5$-ba é ^{d}nuska mu-a iti-2-kam-ma-šè
	18	inim nu-um-gá-gá-a
	19	mu lugal-bi in-pàd
	20	igi *li-pí-it-iš*$_8$*-tár* nu-èš ^{d}en-líl-lá
	21	igi *ì-lí-a-e-ni-iš* dumu *ap-lum*
	22	igi *a-wi-li-ia* bur-gul
	23	igi ^{d}nin-urta-*ga-mil* dub-sar
	24	iti ab-è u$_4$-18-kam
	25	mu *sa-am-su-i-lu-na* lugal
	26	á-ág-gá ^{d}en-líl-lá-ka
Case		
Obv.	1	˹nam˺- lú-níg-dab$_5$-ba é [^{d}nuska]
	2	mu-a iti-2-[kam]
	3	kù-ta-sa$_{10}$ ki *ì-lí-e-ri*-[*ba-am ù* ^{p}*ri-im-iš*$_8$*-tár*]
	4	dumu-me *mu-na-wi-r*[*u*(-*um*)]
	5	*ù na-wi-ir-tum* ama-ne-[ne]
	6	^{p}lú-é-[šu]-me-ša$_4$ dumu ˹^{d}utu-^{d}˺[en-líl-lá]
	7	in-sa$_{10}$[-a]
	8	ki lú-é-šu-me-ša$_4$-˹ta˺
	9	^{pd}nuska-*ni-šu* dumu ^{d}en-zu$^{!}$[…]
	10	in-ši-in-sa$_{10}$
	11	šám-til-la-bi-šè
	12	4 ½ gín kù-babbar
	13	in-na-an-lá-˹*ma*˺
	14	gárza(PA.LUGAL) é ad-da-ni
	15	in-[du$_8$]
Rev.	16	u$_4$-kúr-šè ^{p}lú-é-šu-me-ša$_4$
	17	*ù* ibila-a-ni a-na-˹me˺-[a-bi]
	18	nam-lú-níg-dab$_5$-ba é ^{d}nuska
	19	inim nu-um-gá-gá-a
	20	mu lugal-bi in-pàd
	21	igi *li-pí-it-iš*$_8$*-tár* nu-èš ^{d}en-[líl-lá]
	22	igi *ì-lí-a-e-ni-iš* dumu *ap*-[*lum*]
	23	igi *a-wi-li-ia* ˹bur-gul˺
	24	igi ^{d}nin-urta-*ga-mil* dub-sar
	25	iti ab-è u$_4$-18-kam
	26	mu *sa-am-su-i-lu-na* lugal-e
	27	á-ág-gá ^{d}en-líl-lá-ka
Seal		lú-é-šu-me-ša$_4$ / dumu ^{d}[ut]u-^{d}en-líl-˹lá˺

Translation (tablet):
(1-7) Two months per year of the lú-níg-dab$_5$-ba office of the temple of Nuska, purchased (property) which Lu-Ešumeša son of Utu-Enlila bought from Ilī-erībam, Rīm-Ištar, sons of Munawwirum and Nawirtum their mother: (8-14) Nuska-nīšu son of Ilšu-ibbišu bought from Lu-Ešumeša; as its full price he weighed out to him 4 ½ shekels of silver and redeemed the prebend of his paternal estate. (15-19) In future Lu-Ešumeša and his heir(s), whoever (t)he(y) may be, shall not make a claim concerning the two-month per year office of the lú-níg-dab$_5$-ba of the temple of Nuska. He swore by the king. (20-26) Before Lipit-Ištar *nešakkum*-priest of Enlil, before Ilī-ajj-ēniš son of Aplum, before Awīlija the seal-cutter, before Ninurta-gāmil the scribe, month 10, day 18, Si 28.

The other redemption text belonging to this dossier is **TMH 10 53**, the translation of which is given below, based on the tablet and with slight modifications from that given in the first edition[224]:

(1-4) A 2 iku fallow field, in the new irrigation district, beside (the property of) Ilšu-ibbišu, his (Lu-Ešumeša's) brother, a field of Lu-Ešumeša son of Enlil-muballiṭ: (5-11) from Lu-Ešumeša, son of Enlil-muballiṭ, Nuska-nīšu son of Ilšu-ibbišu bought (the field), as its full price he weighed out 2 shekels of silver and (so) redeemed the field of his paternal estate. (12-16) In future Lu-Ešumeša and his heir(s), whoever (t)he(y) may be, shall not make claim concerning the 2 iku fallow field, he swore by the king. (17-20) Before Lipit-Ištar the *nešakkum*-priest, before Ilī-ajj-ēniš, son of Aplum, before Awīlija the seal-cutter, before Ninurta-gāmil the scribe. (21-23) Month 10, day 19, Si 28.

Sealed by Lu-Ešumeša, son of Utu-Enlila

A third text deserves to be considered alongside these two redemption texts in the context of this dossier, given the overlap of parties, witnesses and also its closeness in time, dated in the month subsequent to the two redemption texts.

OIMA 1 32 (tablet)[225]
Museum no.: UM 29-16-214
Bibliography: Stone 1976 (OIMA 1), catalogue description of no. 32 (p.4) with microfiche images; CDLI images (P256788).
Date: -/XI/Si 28

Obv. 1 nam-lú-níg-dab$_5$-ba é ^{d}nuska
2 mu-a iti-2-kam
3 bala-gub-ba *šu-mu-um-li-ib-ši*
4 ki-bi-gar-ra
5 ^{p}lú-é-˹šu˺-me-ša$_4$-ra
6 in-na-an-sum-ma-a
7 ki ˹lú˺-é-šu-me-ša$_4$-ta
8 ^{pd}nuska-*ni-šu* dumu dingir-*šu-ib*-[*bi-šu*(-ke$_4$)]
9 ˹in˺-ši-in-˹sa$_{10}$˺

[224] Also correct the translation of the scribe's name in Goddeeris 2016 (1:136). It is Ninurta-gāmil not Enlil-gāmil.
[225] Case variants or additions are noted in the critical notes to the tablet.

	10	[šá]m-til-la-bi-š[è]
	11	[…] 6 [(+x)] gín$^{?}$ [kù-babbar]
Rev.	1’	in-[…]
	2’	u_4-kúr-šè […]
	3’	*ù* ibila[-a-ni a-na-me-a-bi]
	4’	nam-lú-níg-dab$_5$-ba ˹é˺ [^{d}nuska]
	5’	mu-a iti-[2-kam]
	6’	inim nu-gá-gá-[a]
	7’	mu lugal-bi in-˹pàd˺
	8’	igi kù-^{d}nin-IGI$^{?}$-[…]
	9’	igi *ì-lí-a-e-ni-iš* dumu *ap-lum*
	10’	igi ^{d}nin-urta-*ga-mil* dub-sar
	11’	iti zíz-a mu *sa-am-su-i-lu-na* lugal-e
	12’	á-ág-gá ^{d}en-líl-lá-ka
Seal		lú-é-[šu-me-ša$_4$] / dumu ^{d}utu-[…]

Translation:
(1-11) Two months per year of the lú-níg-dab$_5$-ba office of the temple of Nuska, turn-on-duty of Šumum-libši, which he (Šumum-libši) gave (in) exchange to Lu-Ešumeša: Nuska-nīšu son of Ilšu-ib[bišu] bought from Lu-Ešumeša. [As] its full price, [he weighed out to him] 6 (+?) shekels [of silver] … (rev. 1’-7’) … In future [Lu-Ešumeša and his] heir(s), [whoever they may be,] shall not make a claim concerning the two-month per year office of the lú-níg-dab$_5$-ba of the temple [of Nuska]. He swore by the king. (rev. 8’-12’) Before Ku-…, before Ilī-ajj-ēniš son of Aplum, before Ninurta-gāmil the scribe, month 11, Si 28.

Notes:
General: The comparison with PBS 8/2 138 and TMH 10 53 might at first suggest that this closely dated text also documented a redemption, a possibility that seems to be left open by the break after the statement of full price on both tablet and case. However, the designation by Goddeeris as a simple purchase of two months-per-year of the nam-lú-níg-dab$_5$-ba office in the temple of Nuska by Nuska-nīšu is correct.[226] While the IN-sign, the onset of the verb in question, could fit a verb of redemption or payment (in-du$_8$ or in-na-an-lá) the latter is preferred (see note on rev. 1’ below). On both tablet and case, only one verb follows the statement of price and precedes the opening of the quitclaim (u_4-kur-šè). By analogy with other redemption texts including the two in this dossier, in-na-an-lá would not be omitted and there is no space to restore é ad-da-ni before the verb on the case (rev. 11’) which would be expected before in-du$_8$.
4-6: These lines document that this office was previously given in exchange by Šumum-libši to the present seller Lu-Ešumeša. In this corpus, such a linking description of the penultimate transfer occurs mainly in redemptions and occasionally in inheritance inventories or exchange texts. Though this is not itself an exchange it is analogous to its use in exchange contexts. In fact, it bears close resemblance to an inheritance division.
Rev. 1’: On the case (see photos CDLI no. P256788), in addition to IN, the trace before the break should be the opening horizontal of NA.
Rev. 9’: Ilī-ajj-ēniš son of Aplum appears also as a witness in the two redemption texts dated within weeks of this one (TMH 10 53a (l. 18), 53b (l. 19); PBS 8/2 138 (l. 21), OIMA 1 30 (case) (l. 22)).
Rev. 12’: The case (rev. 9’-10’) adds: *ia-˹di˺-ḫa-bu-um ù mu*-[*ti-ḫu-ur-ša*(*-na*) šu-ni] bí-in-[du$_{11}$-ga].

[226] Goddeeris 2016, 1:373.

1.6.2 Commentary and synthesis

In Lu-Ešumeša, son of Utu-Enlila,[227] we meet a person who entered the crisis of Si 11 to Si 13 with enough means and opportunity to maintain his wider family network within the income-producing service of Nuska, and with enough subsistence property to weather some of the privations of those years. He used this strategic position to aid the circulation and transfer of prebends within his close circle. This circulation of assets, of swaps, exchanges and provisional transfers was helped in part by the possibilities of redemption.

Late in Si 11,[228] Šumum-libši, son of Ur-dukuga, transferred two sizeable Nuska prebends and a field[229] to Lu-Ešumeša. The prebends comprised two months of the nam-šabra prebend, and the nam-lú-nì-dab$_5$-ba prebend. In return, Šumum-libši received a 3 iku field, adjacent to his own property. Whether Šumum-libši was recovering a parcel of family property, or consolidating his family holding with the addition of an adjoining plot, Lu-Ešumeša was a trusted counterparty. Šumum-libši is described as a brother of Lu-Ešumeša, a matter to which we shall return for there were other family interests at play in the background. The property and assets being exchanged were not equivalent, and, at least ostensibly, the difference was made up by the balancing transfer of two shekels from Lu-Ešumeša.

Just five months later,[230] Lu-Ešumeša expanded his share of the nam-lú-níg-dab$_5$-ba office when he acquired a further two months' worth of the roster for this office. In doing so, he had, in half a year, acquired four months per year of a senior position in the Nuska cult. The sellers in the second transaction were two brothers, Ilī-erībam and Rīm-Ištar, and they sold together with their mother, perhaps upon the death of the father of the household, Munawwirum. This was in the middle of the crisis in Si 12, and it would be easy, on the basis of these two transactions, to find in Lu-Ešumeša an opportunist expanding his portfolio amid difficult times.

However, later transactions allow us to view these two initial transactions in their broadest frame and illustrate Lu-Ešumeša's strategic position as a linchpin for his immediate circle. It appears that he used this position to hold these prebends for a relative. We know that the prebends transferred in both these transactions would later come into the hands of Nuska-nīšu, a relative of Lu-Ešumeša, by means of three transactions, one of which was explicitly a redemption. It would be a further sixteen years, in Si 28, before Nuska-nīšu was in a position to redeem, but Lu-Ešumeša's acquisition of the property in Si 12 brought it back within the close family circle. In the interim, Lu-Ešumeša took other steps to support and help Nuska-nīšu. In the following year (Si 13), in exchange for three prebends, including an eldership prebend (nam-bur-šu-ma) of five days per year in the Nuska temple, Lu-Ešumeša gave Nuska-

[227] On the possible background to the different patronym (Enlil-muballiṭ) in TMH 10 53, see Goddeeris 2016, 1:372 fn. 61, 373-374.
[228] 6/XI/Si 11.
[229] If the bala-gub-ba in l.5 of the obverse (case) of BE 6/2 37 is backward looking, and the preceding offices *and* the field in ll.2-4 comprise Šumum-libši's bala-gub-ba, it would indicate the connection here between prebendal offices and land.
[230] 5/IV/Si 12 (PBS VIII/2 135(=CBS 15219).

nīšu a specified share of the offices of temple overseer and doorkeeper.[231] The offices were granted in apparent equivalence.[232]

Late in Si 28, in month ten, the time came that must have been anticipated by Nuska-nīšu and Lu-Ešumeša. Nuska-nīšu had garnered enough capital to redeem and purchase, in a flurry of three closely-dated transactions, a two month nam-lú-níg-dab$_5$-ba prebend in the Nuska temple, previously transferred in exchange from Šumum-libši (PBS 8/2 138), a two iku field in the "new irrigation district" (TMH 10 53), and, in the following month, to purchase a further two month share of the nam-lú-níg-dab$_5$-ba prebend in the Nuska temple (OIMA 1 32).

This group of texts cluster in Si 28 but in two of these three we possess the texts evidencing the earlier transactions (Table 1), much earlier in Si 11[233] and Si 12.[234] This puts into sharper focus the activity of Si 28 and would fit with the thesis that OIMA 1 32, though it is a purchase not containing a redemption clause, should be considered alongside PBS 8/2 138 and TMH 10 53, both of which were redemptions. The redemptions were carried out on consecutive days in month 10, and weeks later, in month 11, the purchase (OIMA 1 32) was completed. It is worth noting that the certain redemption of PBS 8/2 138 relates to exactly the same prebend and roster split in the temple of Nuska as the purchase of OIMA 1 32. Even if OIMA 1 32 was not itself a redemption, it was part of a closely-dated attempt by Nuska-nīšu to consolidate his share of this office in the Nuska temple, at least part of which he held as part of his paternal estate.

The transaction history of this file is such that we possess not only two redemption texts, but in two of these three transactions we have the tablet recording the penultimate transfer itself. This can be presented as follows:

Penultimate transfer	Text: PBS 8/2 135 Date: 5/IV/Si 12	No previous transfer (?)	Text: BE 6/2 37 (+ duplicate PBS 8/2 131) Date: 6/XI/Si 11
Final transaction	Text: PBS 8/2 138 Date: 18/X/Si 28 (Redemption)	Text: TMH 10 53 Date: 19/X/Si 28 (Redemption)	Text: OIMA I 32 Date: -/XI/Si 28 (Purchase)

Table 1: Nuska-nīšu's acquisitions in Si 28 and their antecedents

A number of observations emerge from this transaction pattern. First, the redemptions and the purchase cluster together within a two month period late in Samsu-iluna's 28th year. The tablets evidencing the redemptions were written on consecutive days. Given the significant elapse of time since the penultimate transfer, and the even earlier

[231] TMH 10 66. The exact number of days of each prebend transferred by Lu-ešumeša is not preserved on the tablet.
[232] Sum.: garza garza-gin$_7$-nam (l.10).
[233] BE 6/2 37 (+ duplicate PBS 8/2 131) (6/XI/Si 11) is the antecedent to OIMA 1 32.
[234] PBS 8/2 135 (5/IV/Si 12) is the antecedent to PBS 8/2 138.

divestment of assets from Nuska-nīšu's family estate,[235] this clustered redemption is hardly a coincidence. It speaks for an intentional recovery of assets made possible at a certain moment in time. It may simply be that Nuska-nīšu had obtained enough capital at this point to redeem in relatively quick succession the family property subject to a right of redemption. However, it can be compared to the clustering of redemption in the small dossier of Ilī-sukkal, who redeems land in three transactions in close succession in Samsu-iluna 11.[236] This may suggest that factors beyond an individual's capital position were at work to encourage redemption of multiple assets 'in one go'. One more remote possibility is that it was made possible by the coming into force of a recently issued edict with application to prebendal property previously sold or transferred. Indeed we know that a *mīšarum* edict was issued in Si 28. This possibility is discussed further in 1.13.

In addition to the clustered nature of the texts in Si 28, the dossier of Nuska-nīšu adds to the evidence of penultimate transfer already seen from the Ninurta-rā'im-zērim dossier. The redemption text of PBS 8/2 138 (tablet) (+ case OIMA 1 30) contains a pre-history of the property being redeemed. It records the details of the transfer preceding the present redemption. Lines 3-7 of PBS 8/2 138 read:

3 kù-ta-sa$_{10}$ ki *ì-lí-e-ri-ba-am*
4 ^{p}*ri-im-iš$_{8}$-tár* dumu-me *mu-na-wi-ru*
5 *ù na-wi-ir-tum* ama-ne-ne
6 ^{p}lú-é-šu-me-ša$_{4}$ dumu ^{d}utu-^{d}en-líl-lá
7 in-sa$_{10}$-a

"Purchased (property), which Lu-Ešumeša son of Utu-Enlila purchased from Ilī-erībam, Rīm-Ištar, sons of Munawwirum, and Nawirtum their mother."

A similar clause appears in the text of OIMA 1 32:4-6, though not apparently a redemption. Lines 3-6 of OIMA 1 32 read as follows:

3 bala-gub-ba *šu-mu-um-li-ib-ši*
4 ki-bi-gar-ra
5 ^{p}lú-é-šu-me-ša$_{4}$-ra
6 in-na-an-sum-ma-a

"Turn-on-duty of Šumum-libši, which he (Šumum-libši) gave (in) exchange to Lu-Ešumeša."

Here the previous transfer was not a sale but an exchange, hence ki-bi-gar-ra is the appropriate description in line 4, and sum "give" the appropriate verbal form in line 6. But this subordinate clause comprising lines 4-6 is analagous to the clause in PBS 8/2 138 and elsewhere beginning with ku-ta-sa$_{10}$. It looks to be the same kind of linking description appearing in redemption texts and describing the penultimate transfer of

[235] ARN 126 is a good candidate for the original divestment of at least a portion of the lú-níg-dab$_{5}$-ba office by the father of Nuska-nīšu, Ilšu-ibbišu, although the tablet is broken where the office is designated, and the date is lost.
[236] ARN 92 (28/VIII/Si 11), ARN 95 (1/IX/Si 11), ARN 97 (Si 11). Given the dates of ARN 92 and 95 it is reasonable to suppose that the redemption transaction of ARN 97 also happened late in that year.

that property – whether it be by exchange in this case, or more commonly by sale. Its use here can be explained in one of two ways. Either it is a reflex of the fact that there was an exchange in the transaction history, a kind of transaction which could trigger the writing of a penultimate transfer clause in Nippur at this time,[237] or OIMA 1 32 was a redemption in substance, containing a clause of penultimate transfer but exceptionally not a redemption clause. I adopt here the former view while recognizing that it cannot be ruled out that it was in substance a redemption.

We should also note from Nuska-nīšu's dossier that one of the redemption texts, TMH 10 53, does not have a penultimate transfer clause. In this text, Nuska-nīšu son of Ilšu-ibbišu redeems 2 iku of fallow field from Lu-Ešumeša, adjacent to the field of Ilšu-ibbišu, for the modest amount of 2 shekels of silver. Prior to the purchase and redemption formulae, there is only a conventional description of the property and its existing owner (ll. 1-4): "2 iku of fallow field in the new irrigation district, adjacent to (the field) of Ilšu-ibbišu his (i.e. Lu-Ešumeša's) brother, a field of Lu-Ešumeša son of Enlil-muballiṭ."

How can the absence of a description of penultimate transfer be explained? Scribal preference or idiosyncrasy cannot account for this. The three texts of Si 28 in this dossier share the same scribe Ninurta-gāmil,[238] and given the close dating of the three texts it would be a surprising omission.[239] The simplest explanation is that in TMH 10 53 there was no penultimate transfer to document. The property in TMH 10 53 is described as belonging to Lu-Ešumeša and there may have been no other interim holders of the property. The absence of any need to do so may also reflect a close family relationship shared with Lu-Ešumeša. He is described in TMH 10 53 as the brother of the neighbor Ilšu-ibbišu, the same name as the redeemer's father. It may be then that Lu-Ešumeša was the uncle of Nuska-nīšu. In that case, the property had not been transferred far within the family circle, perhaps it was not even documented, hence the absence of an antecedent text to TMH 10 53,[240] and so no clause of penultimate transfer was necessary.[241]

1.7 The file of Bēltani, *nadītum* of Ninurta, daughter of Warad-Sîn

The file of Bēltani, a *nadītum* of Ninurta and daughter of Warad-Sîn, though small, comprising only three transactions, includes a redemption.[242] The texts are as follows:

[237] PBS 8/2 182:8-9 with TMH 10 65:7-8; TMH 10 68:7-9.
[238] Also the same bur-gul, Awīlija.
[239] The consistency of Ninurta-gāmil's writing of these texts can be seen e.g. in his predeliction for enclitic *ma* immediately following in-na-an-lá and co-ordinating the subsequent verb of redemption (PBS 8/2 138:13 (case: OIMA 1 30:13), TMH 10 53a:10 (tablet) (not on case TMH 10 53b).
[240] Given the dispersed and reconstructed nature of the dossier, this is not, of course, evidence.
[241] The lack of prosopographical information for Ilī-sukkal makes it impossible to tell the relationship he had to the person from whom he redeemed in ARN 92, 95, 97.
[242] The texts are: BE 6/2 31 (1/VII/Si 11), ARN 117 (date lost; case = OIMA 1 46), and ARN 100. Other than the link with Luštamar's family, and the other named *nadītum* women, it is difficult to establish strong connections between the parties in Bēltani's circle. Sîn-imguranni and Enlil-abī, who bought Bēltani's field later subject to redemption, and then sold it on to Luštamar's family later, do not to my knowledge appear elsewhere in the Nippur records.

Text	Date	Description
BE 6/2 31	1/VII/Si 11	Purchase of field by Bēltani from Niši-inišu *nadītum* of Ninurta; field adjoining that of Luštamar the carpenter
ARN 117 (T); OIMA 1 46 (C)	Not preserved	Redemption of a field by Bēltani from Luštamar's wife, and son, Nanna-mansum
ARN 100	26/I/Si 16	Adoption by Bēltani[243] (and a second *nadītum* of Ninurta) of Ninurta-mušallim daughter of Nanna-mansum

Despite the size of the file, the circle of persons connected to Bēltani and the transaction history supports the idea that redemption, at least at the end of the redemption cycle, involved trusted or connected parties, even if they were not relatives.

On the 1st day of the 7th month Si 11, Bēltani purchased a field from Niši-inišu, daughter of Nūr-Kabta, for 6 shekels of silver [+?] (BE 6/2 31). That piece of purchased property adjoined the property of Luštamar, a carpenter,[244] and we can suppose a strong connection between Bēltani and Luštamar's family. Separately, Luštamar's family acquired a (different) adjacent piece of land that was subsequently redeemed by Bēltani. This redemption text is ARN 117 (case: OIMA 1 46). A transliteration and translation of the tablet reads as follows:

ARN 117 (=Ni 346) (case: OIMA 1 46)
Date: not preserved
Bibliography: ARN (copy, plate 50, notes p.7).

Obv. 1' sag-bi ˹2˺ kam íd x x […]
2' ús-a-du *lu-uš-ta-mar* [(…)]
3' dumu ^{d}nin-urta-*ga-mil*
4' *ù* ^{d}nin-šubur-igi-du dumu x x […]
5' kù-ta-sa$_{10}$ ki ^{d}en-zu-*im-gur-r*[*a-an-ni*]
6' *ù* ^{d}en-líl-*a-bi* šeš-a-n[i]
7' a-šà ^{d}šeš-ki-ma-an-sum
8' dumu *lu-uš-ta-mar*
9' ki ^{d}šeš-ki-ma-an-sum
10' *ù ša-at-iš$_{8}$-tár* ama-a-ni-ta
11' ^{p}*be-el-ta-ni* lukur ^{d}nin-urta x […]
12' dumu ìr-^{d}en-zu-ke$_{4}$
13' a-šà é ad-da-na in-du$_{8}$
Rev. 14' šám-til-la-bi-[šè]
15' 2 gín kù-babbar in-na-an-[lá]
16' u$_{4}$-kúr-šè ˹lu-luˀ-ra
Only traces of c. 11 lines preserved on left edge of reverse
Seal: ^{d}šeš-ki-ma-an-sum / [dum]u *lu-uš-ta-mar*

[244] BE 6/2 31, l. 3.

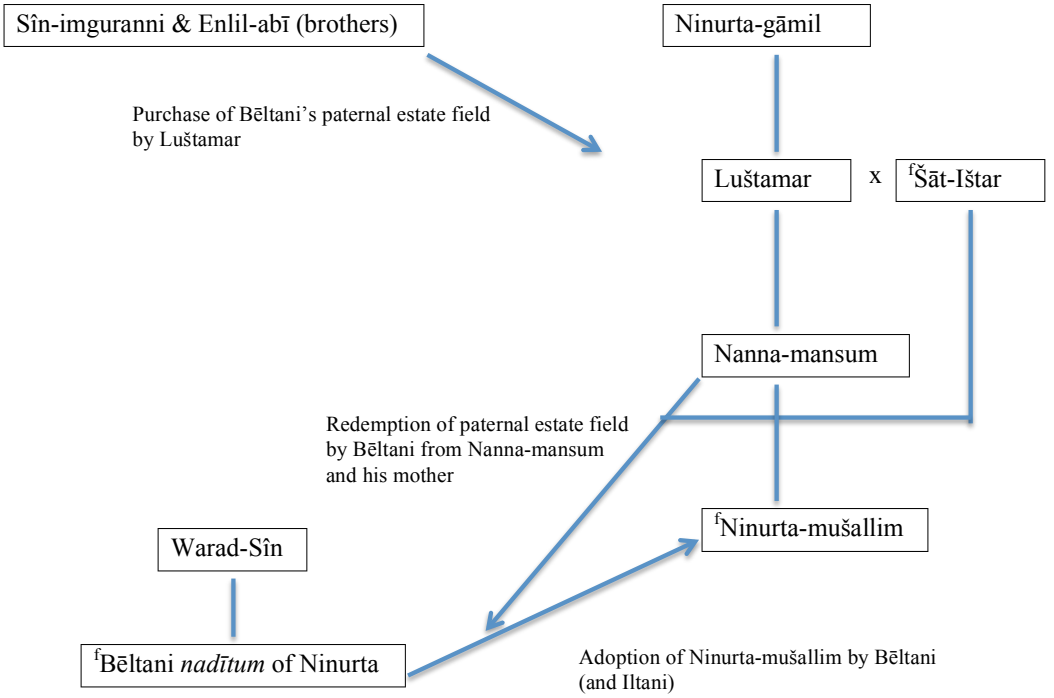
Translation:
[...] (1'-4') its second side the watercourse …, beside (the property of) Luštama[r] … son of Ninurta-gāmil and Nin-šubur-igidu son of …, (5'-8') purchased (property) (which Nanna-mansum bought) from Sîn-imguranni and Enlil-abī his brother, the field of Nanna-mansum son of Luštamar: (9'-17') from Nanna-mansum and Šāt-Ištar his mother, Bēltani *nadītum* of Ninurta, child of Warad-Sîn, redeemed the field of her paternal estate, [as] its full price she weighed out 2 [+?] shekels of silver, in future one [shall not raise a claim against] the other (18'-28') […].

Notes:
15': although the beginning of this line is damaged leaving space for another wedge, the amount of two shekels is clear on the case (OIMA 1 46, l. 3').

This text supports the idea that Luštamar and his family were connected to Bēltani. Here, we learn that the field, which throughout this time bordered on Luštamar's property, was purchased by Luštamar's family. It was bought from Sîn-imguranni and Enlil-abī by Nanna-mansum, Luštamar's son. It may be that Luštamar was already dead by this point. Bēltani later redeemed the field from this same Nanna-mansum, and his mother Šāt-Ištar (Luštamar's wife). Nanna-mansum is the person named in l. 7' as the existing owner at the time of the redemption for two shekels.[245] Five years after her purchase of the field from Niši-nišu, early in Si 16 (26/I/Si 16), Bēltani "adopted" (together with Iltani, another *nadītum* of Ninurta) two women, one of whom was Ninurta-mušallim, daughter of Nanna-mansum. I consider this Ninurta-mušallim was the granddaughter of Luštamar the carpenter. Her father is the very same Nanna-mansum, son of Luštamar. The precise nature of the connections between Bēltani and the family of Luštamar cannot be pinned down with certainty but as Fig. 4 illustrates, the links existed and emerged in the neighbouring property holdings, in an adoption and in the redemption of property by Bēltani. It further supports the idea, short of concrete prosopography proving family connections, that established trusted networks undergirded the practice of redemption at Nippur.

[245] Based on the case (OIMA 1 46, l. 3').

Figure 4: Connections in the Bēltani dossier



1.8 Redemption by Lamassum, *nadītum* of Ninurta and the adoption of Šāt-Šamaš

Since the publication of BE 6/2 45, a redemption text in which a certain Lamassum, *nadītum* of Ninurta and daughter of Enlil-mansum, redeems a field, it has been logical to assign this text to Lamassum's dossier. However, the recent publication of TMH 10 and Goddeeris' fresh study of these texts have added important elements to the picture.[246] First, TMH 10 52 (Si 13) records the original sale of the field that is ultimately redeemed in BE 6/2 45. This is precious given that it records property (later subject to redemption) leaving the estate of Lamassum.[247] Secondly, the text of TMH 10 8 (1/II/Si 15) shows that the redemption text of BE 6/2 45 did not stay in Lamassum's archive for long. One year after the redemption, we find Lamassum has adopted Šāt-Šamaš, wife of Ilī-erībam. In this adoption transaction, she gives two houses and two fields to her adopted daughter. One of these fields can be identified as the one redeemed one year earlier by Lamassum in BE 6/2 45. It is described in the adoption text TMH 10 8:7-8 (cf. BE 6/2 45:1-3) as follows:

5 iku a-šà ^{d}nin-unug *ù* an-za-gàr / ús-a-du ^{d}en-líl-*na-da*
"5 iku in the (irrigation) district of Ninunug and the tower, beside (the property of) Enlil-nādā"

The journey of this property, and the title deeds handed over at this adoption, must then take into account the text of ARN 101.[248] There, seven years after the adoption of Šāt-Šamaš, in Si 22, we find Šamaš-liwwir, the brother of Lamassum claiming the paternal estate from Ṭāb-ṣillašu (*ana bīt abišu itti*(ki) *Ṭ-ṣ. irgum*, ll. 9-11). This property, though not itemised, must have included the property earlier redeemed. The claim is made against Ṭāb-ṣillašu, the son of Šāt-Šamaš, the woman adopted by Lamassum. In return, it appears that Šamaš-liwwir must reimburse Ṭāb-ṣillašu for the sustenance payments that the latter has had to pay for Lamassum since the adoption.[249] This understanding of ARN 101 is further clarified by the recently published TMH 10 105. TMH 10 105 is a large text recording in the first person expenses incurred by Ṭāb-ṣillašu (or Ilī-erībam) for the sustenance of Lamassum. After referencing the earlier adoption, it gives a summary of the expenses incurred for Lamassum's sustenance. Returning to the reason behind the adoption, and the weakness of Lamassum's position, Goddeeris summarises the history as follows: "[TMH 10 105] indirectly informs us about the reasons of the adoption. Apparently, Lamassum's brothers were not able to provide for their sister during the economic crisis. When the tide has turned in Nippur, the financial situation of the family looks more prosperous, and they are able to redeem their family properties by paying back all the expenses made by the family of the adopted daughter."[250] In substance, when taking ARN 101 together with TMH 10 105, it is possible to consider the recovery of property by the brothers of Lamassum as redemptive. This can be argued particularly given the status of the claimed property in ARN 101 as patrimonial property (ARN

[246] Goddeeris 2016, 1: 367-368.
[247] Together with her then co-seller, Suḫḫuntum daughter of Namram-šarur.
[248] See Kraus 1951, 85.
[249] On the meaning of ll. 11-12 see AHw 1529a s.v. *zinnātu*(*m*) "Versorgung, Ausstattung." Cf. CAD Z s.v. *zanānu* B, p.44b.
[250] Goddeeris 2016, 1:368.

101:9-10), the repayment or compensation of expenses incurred by providing for Lamassum and documented in TMH 10 105 form the condition of such redemptive action even if it did not require separate documentation outside of the legal decision (ARN 101) and fulfilment of the conditions stipulated there for meeting the expenses itemised in TMH 10 105.

Following the payment of these expenses, Goddeeris supposes that the title deeds including that of the redemption, BE 6/2 45, would then have returned to the estate of Lamassum's family, probably ending up in the archive of Inbi-ilišu the nephew of Lamassum and son of Šamaš-liwwir.[251] In light of this reconstruction, discussed by Goddeeris, and the circuitous route that the title deed of BE 6/2 45 took, I present that redemption text itself in transliteration and translation before discussing the light it can shed on redemption practice.

BE 6/2 45
Date: -/XII/Si 14
Bibliography: BE 6/2 45 (copy, plate 27; transliteration and translation pp. 11-12); HG no. 978 (translation); Goddeeris 2016 1:368 (referenced in discussion of dossier).

Obv.	1	5 ˹iku˺ a-šà número-še
	2	šà a-šà ^{d}nin-unug
	3	ús-a-du ^{d}en-líl-*na-da*
	4	kù-ta-sa$_{10}$-a ki *la-ma-súm* ˹lukur˺ [^{d}]nin-urta
	5	dumu ^{d}en-líl-ma-an-sum
	6	*ù su-ḫu-un-tum* lukur ^{d}nin-urta
	7	dumu *nam-ra-am-ša-ru-ur*
	8	a-šà *be-el-ta-ni* lukur ^{d}nin-urta
	9	dumu ^{d}˹en˺-líl-gal-zu
	10	ki *be-el-ta-ni* lukur ^{d}nin-urta-ta
	11	^{p}*la-ma-súm* lukur ^{d}nin-urta dumu ^{d}en-líl-ma-an-sum (case adds: ke$_4$)
	12	a-šà é-ad-da-ni in-du$_8$
	13	7 gín kù-babbar in-na-an-lá
Rev.	14	u$_4$-kúr-šè ^{p}*be-el-ta-ni*
	15	*ù* ibila-ni a-na-me-a-bi
	16	5 iku a-šà ^{d}nin-unug-šè
	17	inim nu-um-gá-gá-a
	18	mu lugal-bi in-pàd
	19	igi ^{d}en-zu-*i-qí-ša-am*
	20	dumu *nu-úr*-^{d}kab-ta
	21	igi *ì-lí-na-ap*$^{?}$*-li*$^{?}$*-sa-am*
	22	dumu *da-mi-iq-ì-lí-šu*
	23	igi *la-ma-súm* lukur ^{d}nin-urta dumu *íp-qú-a-a*
	24	igi *ì-lí-e-ri-ba-am* bur-gul
	25	igi *i-din-iš*$_8$*-tár* dub-sar
	26	iti še-kin-kud mu *ša-am-su-i-lu-na* lugal
U.E.	27	lugal im-gi$_4$ gú-bar-ra
	28	lú ki-uri-ke$_4$ íb-ta-bal-bal- / e-eš-a

[251] Goddeeris 2016, 1:367, with Fig. 3 giving the genealogy of Šāt-Šamaš.

Seal *be-el-ta-ni* / lukur ^{d}nin-urta / dumu ^{d}en-líl-gal-zu

Translation:
(1-3) 5 iku field in stubble in the Ninunug (irrigation) district, beside (the property of) Enlil-nādā (4-7) which was purchased (by Bēltani) from Lamassum *nadītum* of Ninurta, daughter (text: dumu) of Enlil-mansum and Suḫḫuntum *nadītum* of Ninurta, daughter (text: dumu) of Namram-šarur, (8-9) field of Bēltani *nadītum* of Ninurta, daughter (text: dumu) of Enlil-galzu: (10-13) from Bēltani *nadītum* of Ninurta, Lamassum *nadītum* of Ninurta, child (text: dumu) of Enlil-mansum, redeemed the field of her father's estate, she weighed out to her 7 shekels of silver. (14-18) In future, Bēltani or her heir(s), whoever (t)he(y) may be, shall not claim concerning the 5 iku Ninunug field. She swore by the king. (19-28) Before Sîn-iqīšam son of Nūr-Kabta, before Ilī-*naplisam* son of Damiq-ilīšu, before Lamassum nadītum of Ninurta, daughter of Ipquja before Ilī-erībam the seal cutter, before Iddin-Ištar the scribe, month 12, Si 14.

Notes:
23: On the value *íp* (TUM) in this context cf. CUSAS 36 203:2 (^{p}*íp-qá-tum*), note also AUCT 4 91:4, 10.

The original sale of this property is documented in TMH 10 52 (20/XI/Si 13) and matches the description of the previous transfer recounted in BE 6/2 45:4-7. In the original sale, Lamassum daughter of Enlil-mansum sold jointly with Suḫḫuntum *nadītum* of Ninurta, daughter of Namram-šarur, who ought to be a close relative.[252] Bēltani holds the property only for a short time, until the end of the following year, Si 14, when Lamassum (on her own) redeems the field. As already mentioned, this is then passed on by Lamassum quickly, as part of the adoption in the 2nd month of Si 15. In addition to the history of this dossier recently reconstructed by Goddeeris and summarised above, we can note the presence of a previous transfer clause (ll. 4-7). Given it has only passed into Bēltani's hands in the meantime, there is no question of other interim transfers. The clause itself is poorly executed, and does not make explicit that the previous purchase was made by Bēltani. This fact can, however, be gleaned from lines 8-9, where she is named as the existing holder of the property. The presence of the clause joins the significant evidence that redemption, with few exceptions in the archives of OB Nippur, involved a scribal convention in which importance was attached to the immediate history of the property, namely the previous transfer.

A second observation can be made from this case of redemption. It is clear that a number of the parties involved are *nadītum* women serving the cult of Ninurta. This is true of the two sellers of this field, the interim buyer, and the subsequent redeemer. Given the likelihood that the two sellers were themselves related, there may be extended family interests that overlap with the cultic affiliation to Ninurta. Nevertheless, the identity of these women as part of this *nadītum* community appears to have provided a layer of trust and social connection in which a transfer of family property to and later from another *nadītum* could be safely and effectively achieved.

[252] On this Suḫḫuntum see Kraus 1951, 125-126. Goddeeris notes that a Lamassatum is qualified as the sister of Namram-šarur in TMH 10 48 (RS 45).

1.9 Damu-iddinam, redemption and the wider Ninlil-zigu family

Damu-iddinam belonged to a large interlocking family network, that of the Ninlil-zigu family.[253] The fortunes of the Ninlil-zigu family, spanning six generations, can be traced through the activities of three major branches of the family, named after three of the sons of Ninlil-zigu: Abba-kala, Imšiši, and Lu-dingira.[254] The family network was deeply embedded in the temple circles of Nippur. Damu-iddinam belonged to the Abba-kala branch of the family. His file, though small, shows important contact between other branches of the family and, most of all, provides evidence of the importance of kinship in safeguarding the right and use of redemption.

When we first meet Damu-iddinam, the "brewer", in our sources, he is buying a temple office from Ubajatum son of Bēlanum in Si 11.[255] By the middle of the next year, already before the death of their father, Enlil-dingir, Damu-iddinam and his brothers are managing the inheritance shares.[256] Damu-iddinam received his quarter-share of the 'Palace Field' from another brother, Enlil-nīšu. This portion of the field adjoins that of his other brother Ina-Ekur-rabi. Close in time, also in the 7th month of Si 12, Damu-iddinam purchased land in a different field from this brother, Ina-Ekur-rabi.[257] Just four months after that, still in Si 12, Damu-iddinam bought another field, this time from Utta'ulu-meša, son of Mugu-ipad, a seller apparently outside the family circle this time.[258] It is hard to discern the circumstances of this year-long flurry of acquisitions by Damu-iddinam but, although partially broken, a fourth text in the Damu-iddinam file, whose date is unfortunately lost, shows Damu-iddinam apparently redeeming a piece of land in an irrigation district. Although only the obverse bears legible text, the extant text shows a transaction that shines a light across two branches of the wider Ninlil-zigu family. Based on collation from the photograph it reads as follows:

OIMA 1 48
Date: not preserved
Bibliography: OIMA 1 (catalogue entry and description, p. 5, with microfiche image); Goddeeris 2016 1:352 (description); photos, CDLI: P262054.

Obv. 1' [x] iku a-šà x x
2' ˹a˺-šà a-gàr-a
3' [ús-]a-du *ri-im-iš$_8$-tár*
4' dumu *im-gur*-^{d}en$^{?}$-zu$^{?}$

[253] Prior to 2016, previous study of the family archives included Kraus 1951, 149–56, Stone 1987, 41–53, and van Driel 2002, 565–70. In light of newly published texts from the Hilprecht Sammlung collection in Jena, Goddeeris has made important advances in our understanding of the Ninlil-zigu family and the activities of the different branches (Goddeeris 2016, 1:346–54).
[254] For the most up-to-date family tree, see Goddeeris 2016, 1:348.
[255] OIMA 1 19 (XII/Si 11).
[256] TMH 10 25 (3/VII/Si 12). Goddeeris believes this must be taking place while Enlil-dingir is still alive because the division of the inheritance doesn't take place until the following year (BE 6/2 43) (Goddeeris 2016, 1:98).
[257] OIMA 1 22.
[258] OIMA 1 23 (XI/Si 12).

5’ [kù]-ta-sa$_{10}$ ^{d}nin-líl-z[i-gu$_{10}$]
6’ dumu ^{d}da-mu-a-zu$^{!}$ x [x]
7’ *sí-ia-tum* dumu *a-wi-*[*il-*…]
8’ in-ši-in-sa$_{10}$[-a]
9’ a-šà *ni-in-nu-tum* ˹*ù nu-úr-*^{d}utu˺
10’ dumu-me *a-ḫi-ša-gi*$_4$*-iš*
11’ ki *ni-in-nu-tum* x x x
12’ ^{pd}da-mu-*i-din-nam* dumu ^{d}en-[líl-dingir]
13’ in-ši-in-sa$_{10}$ x […]

Translation:
$^{(1'-4')}$ [x] iku of field … field in the *irrigation district*, beside (the property of) Rīm-Ištar son of Imgur-Sîn, $^{(5'-8')}$ purchased property which Sîjatum son of Awīl-… bought from Ninlil-zigu son of Damu-azu, $^{(9'-10')}$ a field of Ninnutum and Nūr-Šamaš sons of Aḫī-šagiš: $^{(11'-13')}$ from Ninnutum … Damu-iddinam son of En[lil-dingir] bought …

The reasons for treating the text as a redemption transaction will become clear in the analysis of scribal markers in [1.11.3], but our interest here is the journey that the property took across two branches of the family. If the patronym of Ninlil-zigu is correctly deciphered (ll. 5’-6’), the transaction history recorded in OIMA 1 48 shows that the property, a field, was sold by Ninlil-zigu son of Damu-azu, a great-grandson of the elder Ninlil-zigu. In keeping with scribal descriptions of previous transfer, Sijatum son of Awīl-… appears as an earlier buyer from Ninlil-zigu. This Sijatum belonged to a different branch of the wider family, the Imšiši branch. The property was then transferred by sale across family branches but still within the wider family network. Line 9’ records that the property, since its entrance into the Imšiši branch, had passed into the hands of the sons of Aḫī-šagiš, Ninnutum and Nūr-Šamaš.[259] It is from these brothers that Damu-iddinam redeems the field and, in doing so, brings it back within the Abba-kala branch of the family. The elapse of time between the first transaction recorded in OIMA 1 48 and the redemption itself cannot be ascertained, but it shows that the ‘right’ to redeem was somehow kept within the same branch of the family while the property itself moved to a different branch. Supported by the large-scale reconstruction of the Ninlil-zigu family, the fragmentary text of OIMA 1 48, assuming it is correctly identified as a redemption text, would therefore show the versatility of the right of redemption. The passing of the property through different hands within a large family network, and the passing of the ‘right’ to redeem down several generations, shows the possibility and benefit of holding it within a trusted, in this case, family network.

1.10 The dossier of Ipqu-Ištar son of Namram-šarur

The small dossier of Ipqu-Ištar son of Namram-šarur, described by Kraus 1949, 125-126, comprises ARN 84, 85, 93, 94, and 99. One of these texts, ARN 93B evidences a redemption transaction, and it is possible that another fragmentary text, ARN 94B relates to the property that was redeemed. The texts in this small dossier have some peculiarities already noted by Kraus. He observed that these documents are not

[259] Uncertainty about the full patronym of Sijatum means it is hard to pinpoint his connection to Aḫī-šagiš, one of the four sons of Nanna-zigu.

original documents but copies (1949, 125). All of the texts apart from ARN 99 contain the contents of more than one underlying contract. Kraus distinguished these from the scholastic *Sammelurkunden*[260] based on the smaller size of these texts, bearing only two or three contracts, and the omission of certain completion clauses, abridging of some provisions and occasionally omitting the witness lists (Kraus 1949, 125). Instead they belonged to Ipqu-Ištar's private archive who made copies of his contracts. The sub-labels of the relevant texts reflect the underlying contract being summarised in the text (ARN 84A, 84B, 84C etc.). The contents of the dossier can be summarised as follows[261]:

Text	Description	Date
ARN 93A (rev.)	Text broken, only final two witnesses and date preserved	-/VIII/Si 11
ARN 93B (obv.)	Redemptive purchase by Ipqu-Ištar from Ilum-damiq of a field following an earlier exchange	-/-/-
ARN 94A (rev. 1'-2')	Broken	-/-/Si 11
ARN 94B (rev. 3'-obv.)	Exchange of a 2 iku field in the giš-gi-.[…] (probably giš-gi-[maḫ] (irrigation district)) against a neighbouring [house?] of 1/3 sar + 6? (shekels) surface area	-/VIII/Si 11
ARN 84A (obv.1-8)	Purchase of a field of 1 4/5 iku field of Iddin-Ištar[262]	-/-/Si 7
ARN 84B (obv. 9-rev. 5)	Exchange of a field of 1 ½ iku against a 1 4/5 iku field of Ipquša son of Šerum-bāni (no completion clause)	-/II/Si 11
ARN 84C (rev. 6-13) = ARN 85B (rev.)[263]	Purchase of a 9 iku field (a-šà bàn-da) for 8 shekels of silver.	2/XI/Si 13
ARN 99	Badly broken; appears to record two loans each ½ shekel of silver, apparently owed to Ipqu-Ištar[264]	-/X/Si 13

The text of ARN 93, based on the copy, is presented as follows:

ARN 93
Museum no.: Ni 9252
Provenance: Nippur
Date: ARN 93A = -/VIII/Si 11
Bibliography: ARN (catalogue description, p.99; copy (plate 39)); Kraus 1949 (JCS 3), 125-126.

[260] Described by Kraus 1949, 125 as "Kontrakt-sammeltafeln".
[261] There is a discrepancy between the identification in Kraus 1949 of obverse and reverse of
[262] Further described in line 4: ku-ta-sa$_{10}$-šè ˹*na*$^{?}$˺-[…].
[263] Already Kraus 1949, 126.
[264] Lines 7-8: ˹ugu˺ x x x / $^{\text{p}}$*ip-qu-iš*$_8$-˹*tár*˺.

Obv. 1 ˹2+?˺ iku a-šà número-še […]
2 šà a-šà giš-gi-m[aḫ]
3 ús-a-du *a-pil*-^{d}ka[b-ta …]
4 a-šà ki-ba-gar-ra mu na[m …]
5 a-šà dingir-*da-mi-iq* dumu x[…]
6 ki dingir-*da-mi-i*[*q* …]
7 ^{p}*ip-qu-iš$_{8}$-tár* dumu *nam-ra*-[*am-ša-ru-ur*]
8 a-šà é ad-da-na
9 šám-til-la-[bi-šè]
10 5 gín kù-babbar [(…)]
11 [i]n-˹na$^{?}$˺-˹an˺-d[u$_{8}$$^{?}$]
Remainder of obverse lost
Beginning of reverse lost
Rev. 1’ […x …]
2’ igi *i-di-šum* bur-gul x[…]
3’ igi *da-mi-iq-ì-lí-š*[*u* dub-sar]
4’ iti giš-apin-du$_{8}$-a u[d$^{!}$ …]
5’ mu *sa-am-su-i-lu-na* [lugal-e]
6’ dug$_{4}$-ga an ^{d}en-líl […]
7’ bàd šeš-unug^{ki} ù unug[^{ki}-ga]
8’ ugnim ki-uri a-rá […]
9’ ^{giš}tukul-ta in-sìg[-ga]

Translation:
$^{(1-5)}$ 2 iku grass field […] in the gišgimaḫ irrigation district, beside (the property of) Apil-Ka[bta …], a field (given in) exchange (for) an off[ice of …?], a field of Ilum-damiq son of .[…], $^{(6-11)}$ from Ilum-dami[q …], Ipqu-Ištar son of Namr[am-šarur] *redeemed* (?) the field of his father’s estate, [as its] full price [he weighed out] 5 shekels of silver … $^{(rev.\ 1’-9’)}$ … before Idišum the seal cutter .[…], before Damiq-iliš[u the scribe], month 8, Si 11.

Notes:
General: the tablet is unsealed, and according to Kraus bears the contents of two contracts (ARN p.99 with Kraus 1949, 125). In Kraus’ labelling, ARN 93A corresponds to the text on the reverse, the contents of which are broken apart from the names of the seal-cutter and scribe and the date. ARN 93B corresponds to the text of the obverse, namely the documenting of the redemption. The catalogue description in ARN does not estimate how many lines of text were likely lost at the lower part of the obverse and beginning of the reverse. It seems possible that, unlike the text of 84, 85 and 94, ARN 93 is a true contract not a copy and that it only documents the redemption. The seal cutter and the scribe as the first extant witnesses on the reverse may have been preceded by a full witness list accounting for the missing lines of the reverse. However, Kraus made his analysis based on examining this text and the other pieces belonging to this dossier first-hand and the same would be needed to test the idea that ARN 93 was not a copy and documented only one transaction.
1: On the surface area, cf. Kraus 1949, 126 and ARN p.99 where Kraus notes a reading of 4 or 6 (iku) is possible.
2: For this irrigation district see MSL XI p.98 and now TMH 10 13a, i:6, iii:9, v:25; TMH 10 40:1; TMH 10 45:1 (also referring to a número-še field in this district); TMH 10 50a:3 (=50b:3). On the possibility that this field is the same described in ARN 84B see discussion below.
4: On the understanding that a prebendary office (na[m…]) had been exchanged see Kraus 1949, 126.

11: The restoration of the verbal form du_8 is tentative. A verb of purchase is ruled out by the copy. The first visible traces of the line best belong to [i]n rather than [é ad-da]-ni. While the final traces of the copy would fit du_8 rather than lá, there are at least three signs preceding but a form in-na-an-du_8 would be exceptional and awkward.

I have presented ARN 93 in full, even though for Kraus this text originally documented two underlying transactions, only one of which was the redemption text. It is possible that ARN 93 only documents the redemption transaction, but this proposal cannot at present be tested (see general note to the text above). Following Kraus, it means that the date of VIII/Si 11 only corresponds to the first text. I think this at least gives us a *terminus ante quem* for the redemption transaction, assuming the last summarised transaction is the latest (cf. ARN 84: ARN 84A=Si 7, ARN 84B=II/Si 11, ARN 84C=2/XI/Si 13). The last dated text summarised in the wider dossier is XI/Si 13, and it may be that this is the point at which Ipqu-Ištar consolidated a number of documents in his archive by copying them out, at least in summary. Given the description of the field in ARN 84B, it is possible as Kraus thought that this field is the same as that redeemed in ARN 93B. If so, the base title deed from which Ipqu-Ištar had copied ARN 84B would have been the contract evidencing the exchange also referred to in the redemption text of ARN 93B:4. Presumably then it was also handed over at the point of redemption as a title deed evidencing redemption. This can be compared to TS 45 (Kutalla, see 2.10) where the title deeds for an exchange preceding a redemption appear to have been handed over at the point of redemption. Finally, we can note that if the redemption took place as it appears in Si 11, then it can be added to the series of redemptive transactions in this year from Ilī-sukkal's dossier (see 1.13 below).

1.11 Scribal habits and the markers of redemption

1.11.1 Overview

The presentation of dossiers in which redemption texts feature can easily give the impression that the phenomenon was more widespread than it really was. However, even in the closely dated archives stemming from the middle of Samsu-iluna's reign, the redemption texts are still not ubiquitous. Despite the fact that scribes were not frequently called upon to document a redemption transaction, a study of the scribal habits in the Nippur archives shows that when they did come to write these texts, they did so with remarkable consistency. This consistency allows us to clearly identify two scribal markers of redemption texts.

The first, common to all the texts, is the redemption formula itself.[265] The second, appearing in all but four of the redemption texts[266] but also in another genre of Nippur text, is what I describe as the "penultimate transfer clause". Although these markers can be seen together as distinctive of redemption texts, it is worth recognizing that the redemption texts were innovations of an existing form of text well-known to the

[265] The activity of redemption is rendered by the Sumerian verb du_8. Despite the equation of búr with *paṭārum* (cf. lexica cited in CAD P, 287 s.v. *paṭāru*), búr in the contemporary Nippur archives refers to the payment of a balancing or compensatory sum where property, usually exchanged, is not equivalent in value (e.g. PBS 8/2 182:10-12).
[266] TMH 10 53 from the Nuska-nīšu dossier (see 1.6) and each of the three redemption texts in the Ilī-sukkal dossier (see 1.13).

scribes. Before addressing the second of these scribal markers in more detail, I wish to discuss the matter of the existing forms that were being adapted, for this sheds light not only on how the redemption transaction was perceived but also on the nature of the relationship between redemption of property and chains of transmission.

1.11.2 Redemption texts and the form of sale texts in Nippur

It is clear that when the Nippur scribes attested in our archives came to write a redemption text, they were consciously adapting the model of sale contracts. In Table 2 below, a representative example of a sale of prebends is set alongside a redemption of prebends. Both stem from the Attâ archive. In the redemption text (right-hand column), the clause of penultimate transfer and the redemption formula are underlined. Aside from these 'markers' of redemption, the two texts show remarkable uniformity, and in terms of clause order and content, the redemption text has not removed or reduced any of the operative clauses expected for a sale of prebends in Nippur in this period.

Prebend sale text (SAOC 44 75 (T))		**Prebend redemption text (SAOC 44 84)**	
1	nam-gudu$_4$ nam-ugula-é nam-lú-lunga	1	nam-gudu$_4$ nam-ugula-é nam-[ì-du$_8$]
2	nam-ì-du$_8$ nam-kisal-luḫ nam-bur-<šu>-ma	2	*ù* nam-kisal-luḫ é-^{d}lugal-[ab-a]
3	é-^{d}utu mu-àm u$_4$-5-kam	3	*ù* AB-kù-maḫ-a mu-a u[$_4$-22 ½ -kam]
4	bala-gub-ba *ì-lí-i-din-nam* dumu [*i-b*]*i*-^{d}en-líl	4	<u>kù-ta-sa$_{10}$ ki dumu [*r*]*i-iš*-x-[…]</u>
5	ki *ì-lí-i-din-nam* dumu *i-bi*-^{d}en-líl-ta	5	[bala-gub-ba ^{d}]en-zu-*ma-gir* <dumu> ^{d}en-líl-[*na-ṣi-ir*]
6	^{p}*a-at-ta-a* dumu *na-ra-am*-^{d}en-zu-ke$_4$	6	[ki ^{d}en]-zu-*ma-gir* <dumu> ^{d}en-líl-*n*[*a-ṣi-ir*(-ta)]
7	in-ši-in-sa$_{10}$	7	[^{p}]*a-at-ta-a* dumu *na-ra*-[*am*-^{d}e]n-[zu-(ke$_4$)]
8	šám-til-la-bi-šè	8	<u>garza é ad-da-ni ì-du$_8$</u>
9	6 gín kù-babbar	9	šám-til-la-bi-[šè]
10	in-na-an-lá	10	5 1/3 gín 15 še kù-babbar [in-n]a-a[n-lá]
11	u$_4$-kúr-šè *ì-lí-i-din-nam* dumu *i*-[*b*]*i*-^{d}en-líl	11	u$_4$-kúr-šè ^{d}en-zu-*ma-gir* dumu ^{d}en-lí[l-*n*]*a*-[*ṣi-ir*]
12	*ù* ibila-a-ni a-[na]-me-a-bi	12	*ù* ibila-a-ni a-[na]-me-a-bi
13	é-^{d}utu mu-àm u$_4$-5-kam	13	garza-bi-šè u$_4$-22 ½-kam
14	inim nu-[um]-g[á-gá-a]	14	[inim nu-u]m-gá-gá-a mu lug[al-(a-)bi in-pàd]
15	m[u lugal-(a-)bi i]n-p[àd]		
Witnesses and date		Witnesses and date	

Table 2: Comparison of redemption and sale texts

This clear adaptation of the sale texts was likely motivated by more than scribal convenience. The redemption transaction sought to secure the same thing as a conventional purchase: outright and permanent title to the property. It was then natural that it should be documented this way. But, despite the formal closeness between sale and redemption, the redemption transactions still retained their distinctive status. Something different to conventional sale was taking place. The

scribal markers of redemption signaled that this property was being redeemed as part of a person's paternal estate and so the redeemer had a residual right to purchase that set them apart, and the property had had an unusual background for it had been transferred out of a family estate, only later to return to it. The meaning and significance of the 'paternal estate' (é ad-da-ni) in Nippur at this time is discussed in 1.12. Before that, I turn to the other scribal marker, the 'penultimate transfer clause.'

1.11.3 The penultimate transfer clause

The texts in the OB Nippur corpus bearing this clause can be excerpted as follows:

No.	Clause	Text	Text type
1	(4) kù-ta-sa$_{10}$ ki dumu-me *é-a-í-din-nam*-ta (5) $^{\text{P}}$*ma-an-nu-um-me-šu-li-ṣur* dumu *a-wi-li-ia*-ke$_4$ (6) kù-šè in-sa$_{10}$-a	BE 6/2 64	redemption
2	(6) kù-ta-sa$_{10}$ $^{\text{d}}$en-ki $^{\text{d}}$dam-gal-nun-na in-sa$_{10}$-a	BE 6/2 66	redemption
3	10,17, 22 (+case 5-6): dub didli kù-ta-sa$_{10}$ egir ha-la-ba-na[267]	PBS 8/2 129	referencing sale tablets subsequent to an inheritance division
4	(3) kù-ta-sa$_{10}$ ki *i-lí-e-ri-ba-am* (4) $^{\text{P}}$*ri-im*-ištar dumu-me *mu-na-we-ru* (5) *ù na-we-er-tum* ama-ne-ne (6) $^{\text{P}}$lú-é-šu-me-ša$_4$ dumu $^{\text{d}}$utu-$^{\text{d}}$en-líl-lá (7) in-sa$_{10}$-a	PBS 8/2 138	redemption
5	(8) kù-ta-sa$_{10}$ $^{\text{P}}$*l*[*a-ma-s*]*à-ni* lukur $^{\text{d}}$nin-urta (9) dumu-munus $^{\text{d}}$nin-urta-*mu-ša-lim*-ke$_4$ (10) mu garza-garza-bi sá nu-ub-du$_{11}$-ga-aš (11) 1 1/3 ma-na 5 1/2 gín kù-babbar (12) in-na-an-búr	PBS 8/2 182	Exchange (l. 5: ki-bi gar-ra-b[i-šè])
6	(4) kù-ta-sa$_{10}$ ki dumu [*r*]*i-iš*-x[	SAOC 44 84	redemption
7	(12) 5 iku a-šà $^{\text{d}}$nin-líl-lá kù-ta-sa$_{10}$-a dumu *nu-úr*-ku-bi	TMH 10 14	inheritance division
8	(5') [kù]-ta-sa$_{10}$ $^{\text{d}}$nin-líl-z[i-gu$_{10}$] (6') dumu $^{\text{d}}$da-mu-a-zu$^{\text{!}}$ x [x] (7') *sí-ia-tum* dumu *a-wi*-[*il*-…] (8') in-ši-in-sa$_{10}$[(-a)]	OIMA 1 48	redemption (?)
9	(7) kù-ta sa$_{10}$ $^{\text{P}}$*l*[*a-ma*]-*sà-ni* lukur $^{\text{d}}$nin-urta dumu-munus $^{\text{d}}$nin-urta-*mu-ša-lim*-ke4 (8) mu garza-garza-bi sá nu-ub-du$_{11}$-ga-aš (9) 1 1/3 mana 5 ½ gín kù-babbar (10) in-na-an-búr	TMH 10 65 (cf. PBS 8/2 182)	exchange (of temple offices)
10	(7') kù-ta sa$_{10}$ ki *im-gu-ú-a* dumu *ta-a-a-ú* (8') $^{\text{P}}$*im-gu-ú-a* dumu KA-$^{\text{d}}$da-mu (9') in-°°sa$_{10}$	TMH 10 68	exchange (field)
11	(4) kù-ta-sa$_{10}$-a ki *la-ma-súm* ˹lukur˺ [$^{\text{d}}$]nin-urta (5) dumu $^{\text{d}}$en-líl-ma-an-sum (6) *ù su-ḫu-un-tum* lukur $^{\text{d}}$nin-urta (7) dumu *na-am-ra-am-ša-ru-ur*	BE 6/2 45	redemption (field)
12	(4) kù-ta-sa$_{10}$-šè ˹na$^{?}$˺-[…]	ARN 84[268]	Purchase (field)[269]
13	(6') kù-ta-s[a$_{10}$]	ARN 94[270]	Exchange of field against [house?]

[267] This form appears in line 10 and 17, with the terminative marker in line 22, and on the case (5-6): $^{(5)}$ *ù* inim dub didli kù-ta-sa$_{10}$ $^{(6)}$ egir ha-la-ba-ne-ne.

[268] From the dossier of Ipqu-Ištar son of Namram-šarur (see 1.10 above).

[269] Although ARN 84A (obv. 1-8) documents a purchase, it is not certain that the field (same dimensions) purchased is unrelated to the exchange in ARN 84B.

[270] Also from the dossier of Ipqu-Ištar son of Namram-šarur (see 1.10 above) where it corresponds to Kraus' ARN 94B.

14	(4) kù-ta-sa$_{10}$ ki-ka-kù-ga-n[i] (5) ^{p}lú-ur-sag-gal-la š[eš-a-ni] (6) ù kúr-šeš-ma-an-sum dumu ^{d}š[eš-ki-gú-gal-ta] (7) ^{p}kúr-šeš-ma-an-sum in-š[i-in-sa$_{10}$-a]	ARN 176 (with ARN 27)	Purchase (field) between brothers in inheritance context (Kraus 1949, 127-128)

Table 3: The 'penultimate transfer clause' in the Nippur archives

Language, meaning and function of the clause

The term ku-ta-sa$_{10}$, well known from Ur III administrative contexts, appears in Nippur at this time with a well-defined usage. It equates to Akk. *šīmātum* "purchase" or "purchased property." For this equation cf. the lexica cited by CAD s.v. *šīmātu*. The nominalizing suffix on the finite verbal form (in-sa$_{10}$-a) in nos. 1, 2, 4, may suggest that the term ku-ta-sa$_{10}$ be taken as introducing a subordinate clause: "purchased property which X bought from Y." The clause clearly documents the prior purchase of property, and documents one step back in the process. It can be compared with the terminology of šám-kù in Kutalla studied by Charpin 1980, 180-181 and the interpretation of the phrase there is crucial for our understanding of the terminology here.

There are two facets to its meaning and function that can be elaborated upon. Firstly, the purpose of the previous or penultimate transfer clause in this context belongs in the realm of chains of transmission: the documenting of proof of title. This gains some indirect support from other contexts in which the phrase ku-ta-sa$_{10}$ is used. Outside of the redemption texts, with the exception of no. 12, it only appears in either exchange contracts (nos. 5, 9, 10), or texts concerning inheritance (nos. 3, 7). [271] It may be that the importance of penultimate transfer for (re-)establishing the redeeming party's title to the property rested not only on the writing of the penultimate transfer clause in the redemption document but the handing over of the penultimate transfer document to the redeeming party as supporting evidence of title. This would be unremarkable procedure in other contexts, and does not differ from the practice in sales, but may be reflected concretely in the texts that have come down to us. From Attâ's archive, we have already discussed the coherence of the texts documenting the transfer of Lugal-aba prebends and the possibility that Attâ's archive retained both the penultimate transfer document and the redemption document (see 1.4.4.3). The dossier of Nuska-nīšu is interesting. For the three acquisitions made in Si 28, two of these (one a redemption and one a purchase of a previously exchanged property)[272] contain versions of a penultimate transfer clause describing a transaction for which we also have the original deed, dating back to Si 11 and 12 (see 1.6).[273] If the Nuska-nīšu text groups are not due to accidental finds, and belonged in Nuska-nīšu's archive in antiquity, then it is natural that the keeping of the penultimate transfer tablet accompanied the shorthand record of the penultimate transfer in the actual redemption text, and for OIMA 1 32, the purchase of a previously exchanged property. However, both this example and the fact that the penultimate transfer clause is also associated with exchanges means that it was not exclusive to redemption settings. For the text of BE 6/2 45, a redemption text that presumably ended up in the archive of a family member of Lamassum, we also possess the sale text showing the property leaving the

[271] OIMA 1 45 may also belong in this category (discussion below).
[272] PBS 8/2 138; OIMA 1 32.
[273] BE 6/2 37 (+ duplicate PBS 8/2 131); PBS 8/2 135.

estate (TMH 10 52). Although there was not a series of prior transactions, this earlier text constitutes the previous transfer and also fits with an understanding of the transmission of title deeds that would be expected upon redemption.

As well as the obvious context of chains of transmission, the discussion of the comparable terminology in Kutalla in Charpin 1980 is significant. Charpin argued that the local tradition's distinction between é and šám-kù as designations of property being transmitted, marked a difference between heritable and acquired property (1980, 180-181). In other words the distinction showed a consciousness in the local tradition of the time to distinguish property that had been purchased versus that which belonged residually to a person's patrimony. It seems plausible that such a distinction lies behind the usage and meaning of the ku-ta-sa$_{10}$ clauses in the Nippur archives studied here. It would signal that the previous transaction had been a straightforward acquisition distinct from the transaction being documented as a redemption. The final redeemer held a different kind of right and title to the property because he was recovering his patrimonial property. If this is correct, it could also apply similarly to its use in exchange and inheritance contexts such that if property that was transmitted by way of purchase or exchange did not belong to the patrimony of the one in possession then the terminology of ku-ta-sa$_{10}$ could signal this.[274]

1.11.3.3 Expanding the corpus of redemption texts

The text of OIMA 1 48, which has already been discussed, provides an example of how the scribal pattern of writing penultimate transfer clauses can be diagnostic of text sub-type and expand the corpus of redemption texts (see Table 3).

Given that versions of the clause can be used in exchange or inheritance contexts, the mere fact that the clause is found here does not guarantee it is a redemption. However, the presence later in the text of a finite verb of purchase (in-ši-in-sa$_{10}$, l. 13') shows we are dealing neither with an exchange nor with an inheritance division or inventory. It may be objected that a verb of sale (as opposed merely to a verb of payment (in-na-an-lá) argues against a classification of this text as a redemption. However, this is in reality no obstacle. The verb of sale could co-occur with a verb of redemption (in-du$_8$) as shown by PBS 8/2 138:9-14.

A more ambiguous example can be found in OIMA 1 45 (=CBS 2230), the fragment of a tablet which, in light of the discussion above, may be a redemption text or an exchange, or it may be related to an inheritance division.[275] Photographs of the fragment are available on CDLI (P259281). Based on the photographs, the following provisional transliteration can be given, together with a translation of the better preserved obverse:

Obv. 1' [...e]n-ki ^{d}dam-˹gal˺-˹nun˺-[na]
2' [...] AN x x x [...]
3' x nam-ì-du$_8$ nam-kisal-˹luḫ˺

[274] This may also apply to the dossier of ARN 27 and ARN 176 discussed by Kraus 1949, 127-128. Kraus already saw that it concerned an inheritance division between brothers.
[275] On the possibility of it being a redemption, see already Stone 1987, 271 in listing the Ninurta-rā'im-zērim attestations: "[Ninurta-rā'im-zērim] sells temple office and field property for redemption. OIMA 1 45:obv. 5."

4’ […] lú x x x mu$^{?}$ x x
5’ [bala]-gub-ba $^{\lceil d \rceil}$nin-urta-*ra-ḫi-im-z*[*e-ri-im*]
6’ dumu ^{d}nin-urta-ma-an-[sum]
7’ 2[+$^{?}$] iku a-šà número-še šà a-šà […]
8’ ús-a-du dumu-me ^{d}*ìr-ra*-x[…]
9’ x iku a-šà número-še šà a-šà […]
10’ ús-a-du ^{d}en-zu-*a$^{?}$-ša$^{?}$-r*[*e$^{?}$*...]
11’ kù-ta-sa$_{10}$ ki KA-^{d}x[…]
12’ […] x ki-ia […]

Rev. 1’ ús-a-du […]
2’ kù-ta-s[a$_{10}$ …]
3’ garza x […]
4’ lú-lú-$^{\lceil}$ra$^{\rceil}$ x […]
5’ garza x x x […]
6’ 3 ma$^{?}$-na$^{?}$ […]
7’ x IB x x […]
8’ […l]ú-lú-ra nu-[…]
9’ […]x bi in […]
10’ […] ru [x] x x x […]
11’ […] im$^{?}$ x x x […]
12’ […] x x x […]
Traces in following three lines before break

Translation (obverse only):
$^{(1'-6')}$ […E]nki (and) Damgalnu[na] … office of doorkeeper, office of courtyard sweeper, …. [per] year … turn-on-duty of Ninurta-rā’im-z[ērim] son of Ninurta-man[sum], $^{(7'-8')}$ (and) a 2[+] iku grass field in the field of … beside (the property of) the sons of Erra-[…] $^{(9'-12')}$ (and) an … iku grass field in the field of […] beside (the property of) Sîn-ašar[ēd], purchased (property) from KA-..[…]

Notes:
Rev. 9’: the oath would be expected (mu lugal-bi in-pàd) but the traces of the sign before bi are more like ib or perhaps ma, hardly la (mu lugal-la-bi in-[pàd]).

The text lists property including prebendary offices (including at least the office of doorkeeper and courtyard sweeper in the temple of Damgalnuna) as well as fields. I am however, inclined to see here an inheritance division or inventory, akin to that recently published as TMH 10 14, where there is a similar ordering of prebendary office and fields, albeit there it is well preserved and the status of the text as an inheritance division is clear. In that document, some of the fields are designated with ku-ta-sa$_{10}$(-a) and a name, though it is not clear in every case whether the named person is the previous buyer or seller.[276]

1.12 Redemption at Nippur and the paternal estate (é ad-da-ni)

A key question to be asked in light of the archival studies in this chapter is whether the paternal estate (*bīt abim* / é ad-da-ni), the object of the redemption clause, equates

[276] E.g. TMH 10 14, obv. i:13: ku-ta-sa$_{10}$-a dumu *nu-úr*-ku-bi, rendered by Goddeeris as “bought by the son of Nūr-Kubi” (Goddeeris 2016, 1:75).

in this context to the heritable estate that passed along conventional blood or family[277] lines, or whether it could mark a wider social group. [278] The evidence of the Nippur dossiers provokes this question. This is because it has been suggested in the literature that the expected pattern of redemption by family members of previously owned family property does not hold for Nippur in this historical moment. In Stone's discussion of the economic crisis during Samsu-iluna's reign,[279] she observes about the redemption texts from Si 11-30 that "[t]heoretically these texts explain that the present buyer is repurchasing property which had previously been sold by his family, but an examination of the personal names shows no obvious genealogical relationship between the seller in the original transaction and the redeemer in the later transaction….it seems possible that the redemption text was used in the transfer of property to someone who was outside the circle of legitimate buyers."[280] This last comment suggests a use for the redemption texts in Nippur that is directly opposed to an understanding of é ad-da-ni in the conventional sense of paternal estate passed along blood/family lines.

If this is a pertinent question provoked by the redemption texts in individual archives and dossiers, the evidence from Attâ's archive cannot be decisive on its own.[281] This is because there is residual uncertainty about whether the texts relating to the Lugal-aba prebends, SAOC 44 79, 83, 84, the last of which is a redemption text, relate to precisely the same assets and reflect a true 'cycle' of redemption. However, if they do comprise a chain of transmission relating to the same assets, then the traditional interpretation that the redeemer was recovering assets to which he had a prior claim or of which he had original ownership still stands. On that view, the acquisition documented in SAOC 44 79 was the moment when the assets entered Attâ's estate. SAOC 44 84 would then document the ultimate return to the estate with SAOC 44 83 reflecting an interim stage in the transmission of the property. If it is correct to restore the name Sîn-mā[gir] in l. 10 of SAOC 44 83, then he could be a link between the transactions of that text and that documented in SOAC 44 84, the redemption. The texts taken together would then constitute a chain of transmission evidencing Attâ's title to these Lugal-aba prebends. On this interpretation, there is no reason to suppose that the redemption clause and in particular the designation "paternal estate" denoted anything other than the redeemer's heritable property.

Positive evidence can be brought against Stone's claim that there was "no obvious genealogical relationship between the seller in the original transaction and the redeemer in the later transaction."[282] The identification of OIMA 1 48 as a redemption text documenting the redemption of property by Damu-iddinam indicated that property had been originally sold by his first cousin to a relative in a different branch of the wider family, only to be brought back into the original owning branch of the family by Damu-iddinam. This strongly suggests that it was Damu-iddinam's genealogy and place within the Abba-kala branch of the Ninlil-zigu family that made

[277] That is, encompassing adoption.
[278] On the *bīt abi* as a kinship grouping among priestly families in the Neo-Babylonian period see Still 2019, 227.
[279] Stone 1977.
[280] Stone 1977, 281.
[281] SAOC 44 84 contains a redemption clause. In the other redemption text in Attâ's archive, SAOC 44 80, the redemption clause can be securely restored on the case l. 7'.
[282] Stone 1977, 281.

him a legitimate redeemer. The redemption by Lamassum in BE 6/2 45, having herself sold the property one year earlier (TMH 10 52), also fits with a conventional picture that the redeemer was bringing back into the family estate heritable property that had left it for a time. The wider context for the Lamassum redemption supports this understanding of the paternal estate along conventional blood/family lines. The redemption text of BE 6/2 45 was one of a number of title deeds that left the family estate upon the adoption of Šāt-Šamaš only to be later claimed by Lamassum's brother, who claimed concerning the paternal estate (ARN 101:9-10). It is true that not every dossier allows us to see, as in the case of Lamassum, the point when the property leaves the family circle by way of sale. It is also true that in a number of dossiers, some of the previous or penultimate transfers did not take place among family members of the ultimate redeemer. However, this does not speak against the reality of the paternal estate and the ultimate redemption as bringing back within the original family circle heritable property. Rather, it opens up an important perspective on how redemption could work so effectively at this time in Nippur. The interim holders of prebends, when not related by blood to the ultimate redeemer, must still have qualified as suitable and trusted holders of the property on other grounds. This entails a degree of social affinity. It explains how a series of non-familial interim holders of the prebends could still form a trusted network. Therefore, reasserting the face value nature of the paternal estate in this context does not preclude that the whole process of redemption was dependent upon a trusted social network in which property could make its way back to the ultimate redeemer (and thus family circle) via several interim holders.

1.13 Clustered redemption

In a few cases from the Nippur archives it is striking that a series of redemption transactions belonging to the same dossier take place within a short span of time. This is all the more striking, and apparently meaningful, when we see in a file such as that of Nuska-nīšu's that the property had been outside his possession for a lengthy period: that property should be redeemed within a few months seems deliberate. It is not entirely clear how to explain this feature of "clustered" redemption. It would be tempting to see it in isolated terms. The original owner had, at a certain point in time, acquired enough capital to redeem a number of his assets at once. However, the phenomenon of "clustered redemption" is not isolated. The most striking cases of multiple, closely-dated redemption transactions that can be assigned to a single dossier come from that of Nuska-nīšu and a certain Ilī-sukkal.[283] The dossier of Ilī-sukkal has not been discussed yet and so I first give a transliteration and translation of the only three texts that can be securely assigned to this dossier. Each of them is a redemption text.

[283] The name Ilī-sukkal also occurs in ARN 101, l. 25, as second witness, without patronym and with the title of doorkeeper (ì-du$_8$) (the context suggests service of Enlil or Ninurta).

1.13.1 The Ilī-sukkal dossier

1.13.1.1 The text of ARN 92

ARN 92= Ni 9251
Date: 28/VIII/Si 11
Bibliography: ARN (copy, plate 39; notes p.42).

Transliteration:

Obv. 1 [x sar] ^{giš}kiri$_6$ giš-gub-ba
2 [šà a-šà] e-sír-dúb-ba
3 [zag] ^{P}*ì-lí*-sukkal dumu *e-ne-ia-tum*
4 […] *u-bar-rum* dumu ^{d}*ì-lí*-apin
5 [ki *u-ba*]*r-rum* dumu ^{d}*ì-lí*-apin-ta
6 [*ì-l*]*í*-sukkal dumu *e-ne-ia-tum*-ke$_4$
7 [^{giš}kiri$_6$] é-ad-da-na in-du$_8$
8 [x] gín kù-babbar
9 [in-n]a-an-lá
10 [*u-ba*]*r-rum* dumu *e-ne-ia-tum* (sic!)
11 [*ù* ibila-a-ni] a-na-me-a-[bi]
Rev. 12 [x] $^{[giš]}$kiri$_6$ a-šà e-sír-dúb-ba
13 [inim nu-]um-gá-gá-a
14 [mu lugal-b]i in-pàd
15 [igi *ì-lí-e*]-*ri-ba-am* dumu *ì-lí-an-dùl-lí*
16 [igi *ì-lí-i*]*p-pa-al-sà-am* simug
17 [igi *a-wi-*]*li-ia* bur-gul
18 [igi *da-mi*]-*iq-ì-lí-šu* dub-sar
19 [iti apin]-du$_8$-a u$_4$-28-kam
20 [mu *sa-am-*]*su-i-lu-n*[*a*] lugal
21 [dug$_4$-ga-an] ^{d}en-líl-bi-ta
22 [bàd šeš-u]nug^{ki} unug^{ki}-ga
23 [mu-u]n-gul-la […]

Seal: *u-bar-rum* / dumu *ì-lí*-apin

Translation:
(1-2) […sar] planted orchard …, [in the] Esir duba irrigation district, (3) [beside] (the property of) Ilī-sukkal son of Enejatum, (4) [orchard of] Ubārum son of Ilī-ēreš, (5) from Ubārum son of Ilī-ēreš, (6-7) Ilī-sukkal son of Enejatum redeemed [the orchard] of his father's estate, (8-9) he weighed out … shekels of silver. (10-14) Ubārum son of Ilī-ēreš [and his heir], whoever he may be, shall not make claim [concerning] the orchard of the Esir duba irrigation district, he swore b[y the king]; (15) before Ilī-erībam son of Ilī-andullī, (16) before Ilī-ippalsam the smith, (17) [before Awī]lija the [seal] cutter, (18) before Damiq-ilīšu the scribe. (19-23) Month 8, day 28, Samsu-iluna 11.

Notes:

2: On the Esir duba, see also TMH 10 no. 13a.
3: For another instance of this name (but not this person), see TMH 10 no. 46 (ll. 4,5, 10 with seal, son of Imgū'a)(RS 37). Also TMH 10 119 col. iii 4' (without patronym).
10: The patronym of the redeemer has been written in error.

1.13.1.2 The text of ARN 95

ARN 95 = Ni 1383
Date: 1/IX/Si 11
Bibliography: ARN (copy, plate 40; notes p.14).

Transliteration:

Obv. 1 15 sar giš$kiri_6$ giš-gub-ba
2 šà a-šà e-sír-dúb-ba
3 zag giš$kiri_6$ *tú-ga-tum* šidim
4 giš$kiri_6$ *šu-ì-lí-šu* dumu dšul-apin
5 ki *šu-ì-lí-šu* dumu dšul-apin-ta
6 p*ì-lí*-sukkal dumu *e-ne-ia-tum*-ke_4
7 giš$kiri_6$ é-ad-d[a-na in-du_8]
8 $7^1/_3$ gín [kù-babbar]
9 in-[n]a-[an-lá]
10 u_4-kúr-[šè *šu-ì-lí-šu* dumu dšul-apin]
11 *ù* i[bila-ni a-na-me-a-bi]
Rev. 12 15 sar giš$kiri_6$ e-sír-[dúb-ba]
13 inim nu-um-gá-gá-a
14 [mu lugal-b]i in-pàd
15 igi *ì-lí-e-ri-ba-am* dumu *ì-lí-an*-[*dùl-lí*]
16 igi *a-wi-il-ì-lí* dumu *la-qi*$_4$-*p*[*u-um*?]
17 igi *a-wi-li-ia* bur-gul
18 igi *ì-lí-ip-pa-al-sà-am* simug
19 igi *da-mi-iq-ì-lí*-[*šu*] dub-sar
20 iti [gan-ga]n-è u_4-1-kam
21 mu *s*[*a-am*]-*su*$^{!}$-*i-lu-na* lugal
22 dug_4-ga-an den-líl-bi-ta
23 bàd šeš-unug^{ki} unug^{ki}-ga
24 […] mu-un-gul-la

Seal: *šu-ì-lí-šu* / dumu dšul-apin

Translation:
(1-3) A 15 sar planted orchard … in the Esir duba irrigation district, beside the orchard of Tugatum the builder, (4) the orchard of Šu-ilīšu son of Šul-apin, (5) from Šu-ilīšu son of Šul-apin, (6-7) Ilī-sukkal son of E[nejatum] [redeemed] the orchard [of his] father's estate, he [weighed out] 7 1/3 [shekels of silver]. In f[uture, Šu-ilīšu son of Šul-apin] or [his] he[ir], [whoever he may be], shall not claim concerning the 15 sar orchard of the Esir duba irrigation district, he swore. (15) Before Ilī-erībam son of Ilī-an[dullī], (16) before Awīl-ilī son of Lā-qī*p*[*um*], (17) before Awīlija the [seal] cutter, (18) before Ilī-ippalsam the smith, (19) before Damiq-ilī[šu] the scribe, (20-24) month 9, day 1, Si 11.

1.13.1.3 The text of ARN 97

ARN 97 = Ni 1375
Date: -/-/Si 11
Bibliography: ARN (copy, plate 41; notes, p.13)

Transliteration:

Obv. 1 10 sar ^{giš}[kiri$_6$ …]
2 šà a-šà e-sí[r-dúb-ba]
3 zag ^{giš}kiri$_6$ dumu-me […]
4 ^{giš}kiri$_6$ *u-bar-rum* dumu [^{d}šul-apin]
5 ki *u-bar-rum* dumu ^{d}šu[l-apin]
6 ^{p}*ì-lí*-sukkal dumu *e-ne-i*[*a-tum*]
7 ^{giš}kiri$_6$ é-ad-da-na
8 in-du$_8$
9 5 gín kù-babbar
10 in-na-an-lá
11 u$_4$-kúr-šè *u-bar-rum* dumu ^{d}šul-apin
12 *ù* ibila-a-ni a-na-me-a-bi
Rev. 13 10 sar ^{giš}kiri$_6$ e-sír-dúb-ba
14 inim nu-um-gá-gá-a
15 mu lugal-bi in-pàd
16 igi *ta-ri-bu-um* dumu lú-^{d}nin-urta
17 igi ^{d}en-zu-*i-qí-sà-am* dumu *é-a-ta-a-a-ar*
18 igi *ì-lí-e-*˹*ri*˺-[*ba*]-*am* dumu ˹*ì-lí-an*˺-*dùl-lí*
19 igi *ì-lí-i*[*p-pa-al-sà-am* simug]
20 igi *a-wi*-[*li-ia* bur-gul]
21 igi *da-m*[*i-iq-ì-lí-šu* dub-sar]
22 iti x[…]
23 mu *s*[*à-am-su-i-lu-na* lugal]
24 bàd š[eš-unug^{ki} unug^{ki}-ga]
25 mu-[un-gul-la]

Seal: *u-bar-rum* / dumu ^{d}šul-apin

Translation:
(1-3) A 10 sar [(planted) orchard], in the Esir duba irrigation district, beside the orchard of the sons of […], (4) orchard of Ubārum son of [Šul-apin], (5-8) from Ubārum son of Šu[l-apin], Ilī-sukkal son of Enej[atum], redeemed the orchard of his father's estate. (9-10) He weighed out 5 shekels of silver. (11-15) In future, Ubārum son of [Šul-apin] and his heir, whoever he may be, shall not contest the 10 sar orchard of the Esir duba (irrigation district), he swore by the king; (16) before Tarībum son of Lu-Nin[urta], (17) before Sîn-iqīšam son of Ea-tajjār, (18) before Ilī-e[rīb]am son of Ilī-andullī, (19) before Ilī-i[ppalsam the smith], (19) before Awī[lija the seal cutter], (20) before Dami[q-ilīšu the scribe], (21-24) Month …, [day…], Si 11.

1.13.1.4 Commentary on the Ilī-sukkal dossier

The following observations can be made on this small dossier. ARN 92 (28/VIII/Si 11) and ARN 95 (1/IX/Si 11) were written within days of each other. ARN 97 is dated to Si 11 but the month is not preserved. There is more that gives coherence to the dossier. Aside from the fact that Ilī-sukkal is protagonist and redeems in each transaction, the texts share the same seal cutter (Awīlija) and scribe (Damiq-ilīšu), possibly also the same smith as witness, Ilī-ippalsam. He witnesses in ARN 92 and ARN 95, but can plausibly be restored in l. 19 of ARN 97. Further, Ilī-erībam is another witness in common to all three texts (ARN 92:15, ARN 95:15, ARN 97:17). In each case, the property redeemed concerns an orchard area in the same irrigation district of Esir duba (šà a-šà e-sír dúb-ba).[284] It is hardly surprising given that the scribe is the same and the texts are closely dated, but the texts show hardly any variation from one another in terms of formulary. The same redemption clause appears in each case. There is no "penultimate transfer" clause, only an expected statement of the seller's "ownership" at the time of redemption. The absence of a penultimate transfer clause could simply reflect the absence of any interim holders of the property. No full price clause appears in any of the three texts.

1.13.2 Crisis and clustered redemption

Part of the challenge of understanding redemption in these Nippur archives is to understand the role played by the background crisis occurring in the reign of Samsu-iluna. The duration of the crisis is itself not sharply defined. Charpin considers the focus of the crisis period to be Si 8-11, the beginning of which can be signaled by the issuance of an edict in Si 8.[285] Close to this is Stone who considers that the "crisis period, therefore, is limited to the four year period 1741 to 1738 B.C. [Si 9-12]." Within this period, Stone speaks of Si 11-12 as a peak[286] and that, at "Nippur, it was characterized by a concentration of property sales associated with a drop in land values and cessation of loan and rental documents."[287] Regardless of the date of the precise "peak" of the crisis, it does not preclude ongoing effects which, for Stone, continued to be felt in the years Si 13-30.[288] Recently Goddeeris, in discussing TMH 10 105, a document recording barley rates incurred by an individual in the nine years following Si 15, has considered that the high barley rates for Si 15 and the following years "show that the economic crisis is far from over in Nippur."[289]

How does redemption fit into this picture? Stone comments: "A new feature in the sale documents from this period [c. Si 13-30] is the high frequency of 'redemption texts.' Over 90% of all dated redemptions date to the crisis period and after. Theoretically these texts explain that the present buyer is repurchasing property which

[284] Listed in the Nippur forerunner to Ḫḫ XX-XXII (l. 37 a-šà ^{kuš}e-sír dúb-ba) (MSL 11 98).
[285] Charpin 2004, 336-337, with f.n. 1752.
[286] Stone 1977, 280-281.
[287] Stone 1977, 280.
[288] Stone 1977, 280-281.
[289] Goddeeris 2016:1 200.

had previously been sold by his family, but an examination of the personal names shows no obvious genealogical relationship between the seller in the original transaction and the redeemer in the later transaction. The exact significance of these texts is not immediately clear, but … it seems possible that the redemption text was used in the transfer of property to someone who was outside the circle of legitimate buyers."[290]

In considering this assessment, a few factors need to be borne in mind. Firstly there is the observation about the persons from whom property is redeemed. Reconstructing the dossiers in which redemption takes place shows that, although the interim buyers may bear no obvious geneaological link with the ultimate redeemer, it did not alter the reality of the final transaction in which the property was brought back within the original family circle. So, the redemption text itself was used by the original owner (or a relative of the owner) to bring the property back within the immediate family circle. Within the social circle of the priests in Nippur, one can suppose a degree of trust among these interim holders of the property, even if they are not blood relations of the ultimate redeemer.[291] The next issue is whether the crisis should be a catalyst for the sale of property or for its redemption, or both. It is normal to see micro- or macro-crisis as a trigger for sale of a property. Reasoning from that, the role of the crisis in the redemption cycle would be felt at the point when the owner first sells part of their heritable estate. Aside from the general patterns of sale presented by Stone, we don't have a good handle on when the property that is ultimately redeemed first left the family circle. A more intriguing question is whether and how the crisis period could be a catalyst for redemption itself. This brings us back to the feature of clustered redemption. Could there have been a wider reason why Nuska-nīšu and Ilī-sukkal redeemed several pieces of property in different transactions in remarkably quick succession? One possibility is that they did so directly as a result of a *mīšarum* edict, perhaps triggered by the ongoing crisis, that facilitated such a return of property. The major obstacle is that the redemption texts in these archives nowhere reference an overarching edict pursuant to which the redemption has taken place, as happens often (but not always) in connection with the (Type IIb) edicts issued in Larsa under Rīm-Sîn.[292] Without this, we fall back on synchronisms between the clustered redemptions and known *mīšarum* edicts in Samsu-iluna's reign. Nuska-nīšu's redemptions take place late in Si 28, a year in which we know that an edict was issued by Samsu-iluna. From the dated redemption texts in these archives, we can add BE 6/2 64 (Table 4 below).[293]

Text	Date	Dossier
PBS 8/2 138	18/X/Si 28	Nuska-nīšu
TMH 10 53	19/X/Si 28	Nuska-nīšu
BE 6/2 64	20/II/Si 28	Ninurta-rā'im-zērim

Table 4: redemption texts dated to Si 28

[290] 1977, 281.
[291] See 1.12.
[292] See esp. the survey of texts in 4.4.
[293] This is excluding OIMA 1 32, a purchase, also from the dossier of Nuska-nīšu and dated to Si 28.

Ilī-sukkal's redemptions take place in Si 11, the two texts bearing a precise date are within days of each other at the end of the eighth month (ARN 92: 28/VIII) and beginning of the ninth month (ARN 95: 1/IX). We do not, however, have secure evidence for a *mīšarum* edict in Si 11. In terms of other redemptions from the Nippur archives dated to this year, the redemptive purchase by Ipqu-Ištar from Ilum-damiq of a field following an earlier exchange (ARN 93B) may plausibly date to this time.[294] Indeed if ARN 93 comprises one text (and not the copy of two transactions as Kraus supposed), then the redemption can be securely dated to VIII/Si 11.

In sum, therefore, the phenomenon of redemption takes place against the wider background of crisis that Nippur was experiencing in the years following Si 8 and, if Stone is correct, that continued to be felt until Si 30, even if its most intense period was situated before Si 12.[295] However, the precise role played by the crisis in the practice of redemption cannot be pinned down with certainty. It appears to have triggered the original disposal of properties but we cannot be certain whether subsequent redemptions were facilitated, at least in some years, by the issuance of an overarching edict. The archival evidence from Si 28 is suggestive but hardly more than that. The phenomenon of clustered redemption drawn attention to here appears meaningful but needs further evidence before it can be satisfactorily explained.

1.14 Conclusion

The archives of priestly families working in OB Nippur in the second and third decades of Samsu-iluna's reign show redemption employed by apparent necessity, but to good effect, at a time that coincided with wider social and economic turmoil in Nippur during Samsu-iluna's reign. While the precise nature and extent of economic difficulties in the years immediately following Si 11 are the subject of ongoing discussion,[296] it was plausible that a number of the prebend sales later subject to redemption were diagnostic of an ongoing economic crisis,[297] and another peak in terms of crisis could be proposed for the years Si 28-30.[298] For other periods, the sale of prebends is often seen as itself indicative of crisis. Its apparent frequency in these archives appear to reflect the same phenomenon. It was difficult to be precise about what this crisis actually meant beyond the fact that economic pressure could force a sale. The absence of overt and individual debt in the background suggested that economic hardship triggered the sale of the prebends on the understanding – never documented it seems – that the property remained subject to redemption. Whether the wider crisis also facilitated redemption, e.g. by royal edict, was briefly considered in light of the phenomenon of 'clustered redemption'. That this could happen in a known *mīšarum* year left the possibility open that this was made possible by a royal measure. However, the redemption texts are not explicit about an overarching royal measure

[294] While its precise provenance remains uncertain, YOS 12 353, a redemption of prebendary property (l. 1) needs also to be taken into account, dated as it is to 10/X/Si 11.
[295] Stone makes the general comment that "the frequent appearance of [redemption texts] is part of the evidence suggesting that "traditional rules of property transfer were being bent and circumvented during this period of economic upheaval." (1977, 281)).
[296] See recently Goddeeris 2016:1, 200. Cf. Stone 1977, 280-281.
[297] Stone 1977, 280.
[298] On archival evidence for the *mīšarum* of Si 28 see Charpin 2000, 198-201. Cf. Vedeler 2006, 138.

and so it remains very uncertain whether some of the redemption transactions documented were the result of a royal edict mandating the return of property as a concession to the wider crisis. The preservation of the paternal estate remained the object of redemption in this time but took place within, and relied upon, the shared social world of the Nippur priesthood. The strong social network allowed the transfer of assets by sale between numerous intervening buyers while never removing the original family's right to redeem. The closeness of the social circles facilitated this exchange, but there was evidence that the blood family still undergirded the right to redeem. These archives brought another aspect of redemption practice into sharper focus: scribal conventions. When priests were redeeming prebends, although the transaction was not a conventional one, the scribes showed remarkable consistency. Alongside the expected redemption clause, the previous (penultimate) transfer of the prebend was commonly recorded in short-form in the redemption text. This was comparable to the situation seen in the dossiers and texts to be discussed in chapter 2, but was written in Nippur at this time with particular consistency. In normal circumstances, it is sufficient to adequately describe the property being transferred and name the seller and existing owner to make this link.[299] In conventional archival settings, more detailed linking descriptions, or even separate documents, could be deemed necessary where a document had gone missing from the chains of transmission. The clause of penultimate transfer in the Nippur dossiers, and the comparable conventions in e.g. Sippar and Babylon, amount to detailed linking descriptions. One could therefore explain it on the basis that a key document was missing from the chain of transmission – perhaps documenting the original sale out of the family estate, or as seems to me more likely, it reflected the fact this property had been sold outside the heritable line and was now being recovered. This was a re-establishment of the title of the redeemer (and original owning family), something reflected in the fact that a redemption formula was also felt necessary in addition to normal clauses of sale and purchase. As such, the detailed description of a previous transfer, or penultimate transfer, reflected the unusual background to redemption in which property passed outside the family circle by means of sale but was subsequently re-purchased by a member of the same family by means of redemptive purchase. This evidence about scribal markers of redemption contributed not only to an understanding of the practice but to an extension of the corpus, where elements of the penultimate transfer clause could be diagnostic for a redemption in an otherwise fragmentary text.

[299] Suurmeijer 2014, 291.

2 Redemption among propertied families

2.1 Introduction

In this chapter I seek to trace the working of redemption among propertied families based on evidence stemming from a number of sites including ancient Sippar and Babylon, although individual texts from other localities (TS 45, Kutalla (Ḫa); YOS 14 343, Uruk (?) (Irnene); DCS 97 Maškan-šāpir (?) (Si)) attest to the practice in a similar milieu. Of course, the designation 'propertied' is not exclusive to the families and protagonists in this chapter but also applies to the redeemers and archive-keepers studied in chapter 1 from Nippur. Yet there the social background of the priesthood was prominent, reflected not only in the networks that united the protagonists, but in the kind of assets that were most frequently transferred and redeemed. Here the designation 'propertied' recognizes that the parties involved relied upon and took for granted established norms of property ownership, transfer and transmission, and even legal challenge, as they sold and redeemed their property. The dynamic of redemption seen in this chapter shares two features that develop the picture of redemption in chapter 1. First, we will encounter the importance of family affiliation in the practice of redemption. Some of the dossiers examined here reflect enough prosopography to reveal the family interests at play. In the case of the family of Ilī-ḫamad (2.3) this will be traced out in the context of legal challenge when two redeemers face, and successfully defend, a claim from family members contesting the redeemed property. The importance of family affiliation is seen again in the distinctive scribal markers of redemption in which there are scribal attempts to establish family connections between original seller and ultimate redeemer, but also in the redemption clause itself, where recovery of the paternal estate (*bīt abim*) is consistently the object of the redemption. Upon examination of the dossiers, I will turn in 2.11 to specifically address the findings of this chapter in respect of the institution of the *bīt abim* as well as to discuss the redemption formula itself. It will be argued that the *bīt abim* in the context of redemption found concrete expression in the property that was capable of being received by means of inheritance or outright purchase/transfer, and which was also capable of being passed on by the same means. In this light, any 'right to redeem' that existed was not an independent right but tied to a person's right as an heir. This strongly familial context to the *bīt abim* and redemption explains not only intra-familial disputes over redeemed property, but explains the collective action that can be glimpsed in individual dossiers whereby redemption is facilitated by several family members. A second aspect to receive attention is the notion of trusted networks and trusted counterparties. Even without the coherence of the priestly networks seen in Nippur, the evidence of this chapter will point to the idea that trusted counterparties played an important role in the process of redemption in propertied circles. This will be in stark contrast to the dynamic at play in the archives of chapter 3, where a more uniform relationship of creditor-debtor lay behind the sale of family property.

2.2 The character and provenance of the dossiers

All of the dossiers treated in this chapter involve a process of reconstruction and so, in a strict sense, do not constitute true archives. I have kept separate the study of the archival material according to site and dossier, beginning with the Sippar material,

then the Babylon texts, before discussing TS 45 (Kutalla, Ḫa). Discussion of the text of YOS 14 343 (Irnene; Uruk (?)) and DCS 97 is incorporated in 2.11. As regards Sippar, it is well known that this locality comprised twin towns, Sippar-Yaḫrūrum (modern Tell Abu-Ḥabbah) and Sippar-Amnānum (modern Tell-ed-Dēr), straddling both sides of the so-called 'Main Branch' of the ancient Euphrates,[300] sites that remained textually productive for a considerable span of the OB period. Despite the chronological span of text finds, the redemption-related texts that have come down to us present a varied and partial picture, for want of accompanying context that may have otherwise come from well-provenanced finds. This places a premium on the use of textual diplomatics in the task of reconstruction. It also puts a limit on the kind of synthesis that is possible based on the local Sippar tradition. As will be seen, charting any diachronic change in the redemption practices in Sippar is beyond our current knowledge. Instead, these dossiers and texts allow us to glimpse, from different perspectives and at different points in time, the use and versatility of redemption practices among the propertied families there. While particular texts from Sippar have received comment in the context of a more general discussion of redemption, Veenhof's contribution on the redemption of houses in Sippar, centering on the publication of BM 97141,[301] went a step further in considering the local aspects of the practice in Sippar.[302] Yet the other redemption texts from Sippar were not analysed by him and what follows seeks to answer Veenhof's call to conduct an archival study and full analysis of the redemption documents.[303]

2.3 Redemption under attack: the Ilī-ḫamad family and the dossier of Amat-Šamaš daughter of Šallūrtum

The text of CT 45 3 has often been referred to in the context of redemption of family property in the Old Babylonian period.[304] Its interpretation must now include MHET II/1 41.[305] They belong to a single dossier. They are also both litigation records. Both claims involve a legal challenge brought against the same two persons, and redemption of property lies in the background in each case. Two other texts can be added to the dossier showing something of the pre- and post-history of the redeemed property.[306] While the main protagonists in the file are Šallūrtum daughter of Išme-ilum and her husband Namija son of Sasaja, MHET II/1 89 records that the field whose redemption is the subject of MHET II/1 41 would be testated to Šallūrtum's daughter Amat-Šamaš, a *nadītum*, and so it is best to consider Amat-Šamaš as the ultimate archive keeper of MHET II/1 41, MHET II/1 89, and BM 22630 (if it relates to the same field redeemed by Šallūrtum). This leaves CT 45 3, a tablet of no-claim that would have supported Šallūrtum's title to the two sar built-up house redeemed from Āmur-Sîn. However, it does not appear that this property was passed on as part of MHET II/1 89 and so it remains uncertain in whose archive CT 45 3 was found.

[300] Cole & Gasche 1998, 24; Charpin 1988c.
[301] In particular the record of Immerum's ordered redemption of property in conjunction with a decree of the city, BM 97141 (see Veenhof 1999).
[302] Veenhof 1999.
[303] Veenhof 1999, 615-16.
[304] Veenhof 1999, 615; Westbrook 1991, 113–14.
[305] Veenhof acknowledges this although he does not undertake the re-interpretation (Veenhof 1999, 615).
[306] BM 22630 and MHET II/1 89.

Within the dossier, the two claims of CT 45 3 and MHET II/1 41 receive particular attention. Joining these texts together opens up an important perspective on redemption in Sippar at this time. It shows directly two channels of attack on redeemed property: from within and without the family network (see the detailed reconstruction in 2.3.2.1). It is highly probable that one further text should be added to the dossier: BM 22630. Already Kalla in his review of volume II of the British Museum Sippar Catalogue saw that it could relate to MHET II/1 41.[307] If so, the dossier then can be said to comprise four texts:

Text	Date	Brief description
BM 22630	Date lost	A field is purchased by Āmur-Sîn from Išme-ilum, payment made "for its full price" ([*a*]*na šīmišu gamrim*)
CT 45 3	Sabium 5?	A house, previously sold by Bazazija and redeemed by Šallūrtum and Namija, is contested by Rubātum (sister of Bazazija) and her daughter and son-in-law
MHET II/1 41	Sabium "B"	A field, previously sold by Išme-ilum to Āmur-Sîn (BM 22630?) and redeemed by Šallūrtum and Namija, is contested by the sons of Āmur-Sîn
MHET II/1 89	Sîn-muballiṭ	The field referred to in MHET II/1 41 and previously redeemed, is gifted to the *nadītum* daughter of Šallūrtum, Amat-Šamaš by Šallūrtum

The publication of texts in the dossier has been piecemeal. For CT 45 3 we only possess a hand-copy and, for MHET II/1 41 and MHET II/1 89, transliterations only. BM 22630 has not been previously published. In addition to the text editions of 2.3.1 below, I have therefore added a hand-copy and images of BM 22630 (Plate I). Given the importance of MHET II/1 41 for its comparison with CT 45 3 and for the discussion here, I also include a hand-copy of that text, with images (Plates II to IV). A copy of key collations of MHET II/1 89 appears in 2.3.2.6.

2.3.1 Text editions

2.3.1.1 BM 22630

Acquisition number 94-1-15, 432
Dimensions (cm): 5.5^{+} x 4.0^{+} x 1.7^{+}
Date: Not preserved.
Plate I (photo and copy)

Transliteration:

Obv. 1' [ ]
2' [ ]˹*ša-ni-tum*˺
3' [ ] a-šà *ḫu-na-bu*-[*um*]
4' [ki] *iṣ-ma-aḫ*-dingir
5' [dum]u *ì-lí-ḫa*[!]*-ma-ad* [ ]
6' [ ] *a-mur*-[d]en-zu dumu *iš-me*-[[d]en-zu]

[307] Kalla 2001, 148.

7’ [*i*]-*ša-am*
8’ [*a*]-*na ši-mi-šu*
9’ [*g*]*a-am-ri-im*
10’ [… kù-babbar] *iš-qu*-[*ul*]
(remainder lost)

Translation:
(1’-3’) … second…. [(beside)] the field of Ḫunabu[m](4’-7’) from Išme-ilum son of Ilī-ḫamad … Āmur-Sîn son of Išm[e-Sîn] bought. (8’-9’) As its full price, (10’) he weighed o[ut] […of silver].

Notes:
4’: On the variant spellings of the name, translated everywhere here as Išme-ilum, see commentary on l. 6 of MHET II/1 41 below.
3’: This neighbor cannot be identified with certainty. One candidate is the seller of a field in MHET II/5 573 (*ḫu-na-bu-um*) but unfortunately that text, booked by Dekiere as “(early pre-Ḫa)”[308], is undated and not enough details of neighbours or witnesses in that sale are given to make a connection with our dossier.

Although only a fragment, enough text is legible on the preserved obverse to suggest, as it did to Kalla, a relationship with MHET II/1 41.[309] The analysis of the text appears in 2.3.2.3.

[308] MHET II/1 24.
[309] Kalla 2001, 148.

2.3.1.2 CT 45 3

Museum number: BM 80181
Acquisition number: Bu 91-5-9,300
Date: Month 5, Sa 5/7[?]

Transliteration:

Obv.	1	*a-na* 2 s[ar é-dù-a]
	2	*i-ta* é *ru-ba-*[*tum* …]
	3	*ù i-ta* é *i-pí-*ʿ*iq*ʾ-[…]
	4	*ša* ki *ba-za-zi-ia* dumu *ì-lí-*[*ḫa-ma-ad*]
	5	[p]*a-mur-*[d]en-zu dumu *iš-me-*[d]en-zu
	6	*a-na ga-me-e-er-tim i-ša-mu-ma*
	7	[p]*ša-lu-ur-tum* dumu-munus *is-ma-aḫ*-dingir
	8	*ù na-mi-ia* dam-a-ni
	9	é ki *a-m*[*u*]*r-*[d]en-zu *ip-ṭú-ru-ú*
	10	[p]*ru-ba-tum* dumu-munus *ì-lí-ḫa-ma-ad*
	11	[p]*ḫu-du-ul-tum* dumu-munus-a-ni
	12	*ù e-ri-ib-*[d]en-zu *e-m*[*u*]*-ša*
	13	*a-na* 2 sar é-dù-a
	14	*a-na ša-lu-ur-tum*
Lo.E.	15	*ù na-mi-ia* dam-a-ni
	16	*ir-gu-mu-ú-ma*
	17	*da-ia-nu di-na-am*
Rev.	18	*ú-ša-ḫi-zu-šu-nu-ti-ma*
	19	*ba-aq-ru-šu-nu ù ru-gu-mu-šu-nu*
	20	[*n*]*a-ás-ḫu-ma*[!] dub *ša la ra-ga-mi-im*
	21	[p]*ru-ba-tum* [p]*ḫu-du-ul-tum*
	22	*ù e-ri-ib-*[d]en-zu *e-mu-ša*
	23	*a-na ša-lu-ur-tum ù na-mi-ia*
	24	*i-zi-bu-šu-nu-ši-im*
	25	ud-kúr-šè *la i-tu-ru-ma la e-ra-*/*ga-mu*
	26	mu [d]utu [d]amar-utu *sà-bi-um*
	27	*ù* [uru]ud-kib-nun[ki] *it-mu*
	28	[ ]
	29	[*ì-lí-ḫ*]*a-m*[*a-a*]*d*[?]
	(*remainder broken*)	
L.E.		itu ezen-a-bi mu erim ud-unu[g[ki]]
		[giš]tukul ba-síg

Translation:
(1) Concerning a 2 s[ar built-up house], (2) beside the house of Rubātum, (3) and beside the house of Ipiq-[…], (4-6) which from Bazazija son of Ilī-[ḫamad], Āmur-Sîn son of Išme-Sîn had bought for the full amount (of the price) and (7-9) Šallūrtum daughter of Išme-ilum and Namija her husband had redeemed the house from Āmur-Sîn. (10-16) Rubātum, daughter of Ilī-ḫamad, Ḫuddultum, her daughter, and Erīb-Sîn, her son-in-law claimed concerning the 2 sar built-up house against Šallūrtum and Namija her husband and (17-18) the judges rendered them a verdict and (19-24) their complaint(s) and

their claim(s) were dismissed and Rubātum, Ḫuddultum and Erīb-Sîn her son-in-law drew up for Šallūrtum and Namija a tablet of no-claim. (25-27) In future they shall not return and shall not raise a claim, they swore by Šamaš, Marduk, Sabium and the town of Sippar (28-29) […] [Ilī-ḫ]ama[d]… (L.E.) Month 5, Sabium 5/7.

Notes:
2: I restore as *ru-ba-*[*tum*]. Westbrook declines the name (*ru-ba-*[*tim*]).[310]
3: The reading *i-pí-*˹*iq*˺-[…] is preferable to *i-bi-*^{d}n[anna] (Westbrook[311]). There is not enough space for a divine determinative after BI.
4: Lexemes displaying a root ḪMD occur in Amorite names. Cf. *Ḫa-ma-du-um* (Golinets 2018, 155 who gives "Gefällig").[312]
6: I take *ana gamertim* to mean "for the full amount (of the price)," corresponding to CAD's meaning 2b s.v. *gamirtu* (referring to the full amount of a loan) rather than meaning 2c "in its totality"; in my understanding it is therefore semantically equivalent to *ana šīmīšu gamrim* "for full price".
20: Collation confirms the scribe wrote *šu* after the stative. Reading [*n*]*a-ás-ḫu-ma*ˈ is preferable to *na-ás-ḫu-*<<*šu*>>. For the enclitic in this position, co-ordinating a dismissal clause using the stative of the verb *nasāḫum* and the following clause describing the drawing up of a *ṭuppi lā ragāmim*, see the other litigation in this dossier, MHET II/1 41:25-26.
23: Although the defendants are named together here and in ll.7-8, the order in each case, Šallūrtum before Namija, is probably significant. It may be that Šallūrtum was in some sense the primary defendant, perhaps as the blood relative of the claimants. No practical difference resulted however and they were joint beneficiaries of the *ṭuppi lā ragāmim* (l.24: *īzibūšunūšim*).
LE: Difficulties in establishing with certainty the chronology of Sabium years 1-7[313] leads Horsnell to book this year name provisionally as Sabium 5, but with the note that it may instead stand for Sabium 7.[314]

[310] Westbrook 1991, 114, f.n. 1.
[311] Westbrook 1991, 114, f.n. 1.
[312] Huffmon books examples, none that matches ours precisely, and he is uncertain as to the meanings associated with this root (Huffmon 1965, 196).
[313] Horsnell 1999, 1:12–19.
[314] Horsnell 1999, 2:67.

2.3.1.3 MHET II/1 41

Museum number: BM 17312
Acquisition number: 94-1-15, 26
Dimensions (cm): 9.8 x 5.3 x 3.1
Date: Sa 8
Plate II (photos), Plates III-IV (copy)

Transliteration:

Obv.	1	*a-na* 3 iku a-šà *i-n*[*a qé-er-be*]-*et**
	2	*pa-ḫu-ṣú-um*ki *zi-ti is-*˹*ma*˺*-aḫ*-dingir
	3	dumu *ì-lí-ḫa-ma-a-ad*
	4	da a-šà *nu-ri-ia* dumu *sa-sa-a* ˹sipa?˺
	5	*ù* da a-šà ur-dnin-si$_4$!-an-na
	6	*ša* ki *is-ma-*˹*aḫ*˺-dingir ˹dumu˺ *ì-lí-ḫa-<ma>-a-ad*
	7	p*a-*˹*mur*˺-[den-zu] dumu *iš-me-*den-zu
	8	*a-na* kù-babbar ˹*a-na*˺ *ga-m*[*e*]-*e** *-er-tim*
	9	*i-ša-mu* ki *la-ma-sà-tum* […]
	10	p*na-mi-ia* munus-dumu (sic) *sà-*˹*sí*˺-[*ia*]
	11	*ù ša-lu-ur-tum* dumu-munus *is-*˹*ma*˺-[*aḫ*-dingir]
	12	a-šà *ip-ṭú-ru-ú-ma*
	13	kù-babbar *ši-im** a-šà-*im an-ni-im**
	14	*li-bi* p*la-ma-sà-tum* dam *a-mur-*˹den-zu˺
	15	p*na-mi-ia ù ša-lu-*˹*ur*˺*-tum*
	16	*ú-ṭì-ib-bu-ú*
Lo.E.	17	p*ta-ri-iš-nu-nu* nu-˹x˺
	18	*ù e-ri-ib-é-a* šeš-a-[ni]
	19	*a-na* a-šà-*im a-na na-mi-ia*
Rev.	20	*ù ša-lu-ur-tum ir-gu-mu-ú-ma*
	21	*da-ia-nu i-na* ká dutu
	22	*di-nam ú-ša-ḫi-zu-šu-nu-ti*
	23	*ba-aq-ru-šu-nu ù ru-gu-um-mu-šu-nu*
	24	*ša ta-ri-iš-nu-nu* dumu-munus (sic) *a-mur-*den-zu
	25	*ù e-ri-ib-é-a* šeš-a-ni *na-ás-ḫu-ma*
	26	dub *ša la ra-ga-mi-im*
	27	p*ta-ri-iš-nu-nu ù e-ri-ib-é-a*
	28	*a-na na-mi-ia* dumu *sà-sí-*˹*ia**˺
	29	*ù ša-lu-ur-tum* dumu-munus* *is-ma-aḫ*-[dingir]
	30	˹*i**˺-˹*zi*˺*-bu* ud-kúr-šè *la i-tu-ru* [(…)]
	31	˹*la e-ra-ga-mu*˺ ˹mu dutu˺ [d…]
	32	p*sà-bi-um ù* uru*ud-kib-*˹nun˺ki *it-mu* / *-ú*
	33	igi dutu-*ba-ni* dumu dšeš-ki-ma-an-sum
	34	igi *nu-úr-ia* dumu *ma-nu-um-ki-<ma>-*den-zu
	35	igi *é-a-ba-ni* dumu *a-mur-é-a*
	36	igi den-zu-*e-ri-iš* dumu *be-lum*
	37	i[gi] *nu-úr-*dutu dumu *i-pí-iq-iš$_8$-tár*
	38	igi *ì-lí-i-din-nam* šeš-a-ni
U.E.	39	igi dutu-*na-ṣir* šu-i
	40	dumu *a-ḫu-ni*

	41	igi lú-ˈ^{d}šeš-kiˀ ˈdumuˀ *nu-úr-*^{d}[…]	
	42	igi lú-^{d}nin-ˈxˀ […]	
L.E.	43	igi *na-bi-ì-lí-šu* màškim di-ku$_5$	iti ^{d}dumu-zi
	44	igi *i-din-*^{d}en-zu dub-sar	mu é ^{d}utu níg-na$_4$-ḫi-a
	45	igi ^{d}en-zu-illat dumu ^{d}en-zu-*i-mi-ti*	*in-né-ep-šu**

Translation:
(1-5) Concerning a 3 iku field in the envi[rons] of the Paḫušum (irrigation area), share of Išme-ilum son of Ilī-ḫamad, beside the field of Nūrija son of Sasaja the *shepherd*, and beside the field of Ur-Ninsianna (6-9a) which Āmur-Sîn had bought from Išme-ilum son of Ilī-ḫamad for silver, for the full amount (of the price); (9b-12) from Lamassatum, Namija son of Sasija and Šallūrtum daughter of Išme-[ilum] redeemed the field; (13-16) (with) silver, the price of this field, Namija and Šallūrtum had satisfied the heart of Lamassatum the wife of Āmur-Sîn. (17-22) Tāriš-Nunu …[…] and Erīb-Ea [hi]s brother claimed concerning the field against Namija and Šallūrtum and the judges rendered them a verdict at the gate of Šamaš; (23-25) the complaint(s) and claim(s) of Tāriš-Nunu son of Āmur-Sîn and Erīb-Ea his brother are dismissed and (26-30a) Tāriš-Nunu and Erīb-Ea drew up a tablet of no-claim for Namija son of Sasija and Šallūrtum son of Išme-ilum. (30b-32) In future they shall not return to claim, they swore by Šamaš […], Sabium and Sippar. (33-42) Before Šamaš-bāni son of Nanna-mansum, before NūrIja son of Mannum-kī(ma)-Sîn, before Sîn-ēriš son of Bēlum, before Nūr-Šamaš son of Ipiq-Ištar, before Ilī-iddinam his brother, before Šamaš-nāṣir the barber, son of Aḫuni, before Lu-Nanna son of Nūr-[…], before Lu-Nin[…], (LE) before Nabi-ilīšu commissioner of the judge(s), before Iddin-Sîn the scribe, before Sîn-tillat son of Sîn-imittī. Month 4, the year: the temple of Šamaš was built with stone blocks (=Sabium 8).

Notes:
General: Scribal errors occur in l. 9 (munus-dumu) (the munus written in error is more like PI), l. 24 (ˈdumuˀ<<-munus>>). The scribe consistently writes *ma* with the lower horizontal coming further from the left akin to *šu* (e.g. l. 9, 11, 20, 34).
2: Paḫušum, an irrigation area (a-gàr, OLA 21 43:2), located in Tell ed-Dēr, is well attested: in a field rental in which the date is not preserved (Tell ed-Dēr II, no. 68:2); in broken context in CT 45 62:4 (*pa*-[*ḫu*]-*ṣum*); in a LOB barley loan (OLA 21 43:2, Ammi-ditāna 23); and in a letter, AbB 7 183:1,9(=CT 52 183). To these references can be added MHET II/1 70:1-2, MHET II/2 138:1(T), 160:2, 229:1, 235:1, 273:2, 297:3, 306:1, MHET II/3 368:2, 391:2 (possibly also 443:1), MHET II/4 499:2, 529:1, 556:2, MHET II/5 581:8 (T)/6(C), 610:1, 664:1, 665:1, 747:2, 824:1', MHET II/6 894 i:14,21,33, ii:6,18,29, iv:12, 920 ii:12'.
2: The precise identification of the land as (part of) Išme-ilum's inheritance share (*zitti*) suggests that the circumstances that triggered the original disposal of property in CT 45 3 by Bazazija also affected his brother, Išme-ilum. Perhaps upon the death of their father, Ilī-ḫamad, sections of an undivided or recently divided inheritance had to be sold. That the two original disposals (as well as the two subsequent redemptions) should be taken together is further supported by the fact that Āmur-Sîn was the buyer in both cases.
6: The spelling variants of Išme-ilum's name, reflecting conventional realisation of Amorite /ś/ by means of IZ, and free variation in rendering the guttural with -aʻ and -eʻ, are as follows: (a) *iṣ-ma-aḫ*-dingir (MHET II/1 41:2, 6, 11, 29; CT 45 3:7); (b) *iš-me-eḫ*-dingir (MHET II/1 89:6). Similar variations in this personal name are booked by Streck.[315] Iddin-Sîn, the scribe of MHET II/1 41, writes only (a), as does the scribe of CT 45 3. In the later text (MHET II/1 89, Sîn-muballiṭ) (b) is written.

[315] Streck 2000, 169.

14: There are two separate verticals (dittography?) before Lamassatum's name.
LE: For this year name see Horsnell 1999, 2:69–70.

2.3.1.4 MHET II/1 89

Museum number: BM 17430 (tablet) (acquisition number Bu 94-1-15, 144) + BM 17430A (case) (acquisition number Bu 94-1-15, 144A)
Dimensions (cm): tablet: 9.3 x 4.6 x 2.6; case: 10.8 x 5.8 x 4.0
Date: Sm

Transliteration:

Tablet

Obv.	1	0.0.3 iku a-šà *i-na qé-er-bé-et pa-ḫu-ṣum*
	2	*i-ta* a-šà ^{d}làl-*še-me*
	3	*ù i-ta* a-šà ^{d}en-zu-*e-ri-ba-am*
	4	*i-na du-un-nim ù ma-aš-ka-nim*
	5	*ma-la ma-ṣú-ú ki-ma* ˹*iš**˺-˹*te*˺-*en*
	6	*zi-it-ti iš-me-eḫ*-dingir *a-bi-*˹*ša*˺
	7	*ma-la i-ka-aš-ša-da-aš-*˹*ši*˺
	8	*ù ú-ni-a-tim ma-la ša-lu-ur*-[*tum*]
	9	*i-šu-ú ù* <*i*>-*ra-aš-šu-ú*
	10	*ga-am-ra-tim* ^{p}*ša-lu-ur-*˹*tum**˺
	11	*a-na* géme-^{d}utu lukur ^{d}utu dumu-munus-a-˹ni˺
	12	*i-na bu-ul-ṭì-ša id-*˹*di*˺-*iš-ši-im*
	13	mu ^{d}utu ^{d}amar-utu ^{pd}en-zu-*mu-ba-*˹*lí-iṭ*˺
	14	*ù* ^{uru}ud-kib-nun^{ki} *it-mu-ú*
	15	*ša pí-i* dub-*pí-im an-ni-im*
	16	*ú-na-ak-ka-ru*
Lo.E.		(uninscribed)
Rev.	17	igi *i-di-šum* dumu x ˹x˺ […]
	18	igi *sú-na-bu-um* dumu *ba-za-zi-ia*
	19	igi *sa-bi-ru-um* dumu *iš-*˹*ḫi*˺-dingir
	20	igi dingir-*šu-ba-ni* dumu ^{d}[šeš-ki-ma]-an-sum
	21	igi *ni-id-nu-ša* dumu ˹x˺[*-ru-uš*]-*ki-in*!
	22	igi *e-tel-pi*$_4$-^{d}utu dumu ˹^{d}˺[en-zu]-*i-din-nam*
	23	igi ìr-*ì-lí-šu* dumu *mu-ḫa-du-*˹*um*˺
	24	igi *ib-ni-é-a* igi *ta-ri-iš**-*nu-nu*
	25	dumu-me *a-mur-*^{d}en-˹zu˺
	26	igi *nu-ri-ia* dumu *ma-nu-um-ki-*˹*ma*˺-[^{d}en-zu]

Case

Obv.	1	[0.0.3 iku a-šà] ˹*i-na*˺ *qé-er-bé-et pa-ḫu-ṣum*
	2	[*i-ta* a-šà ^{d}][làl]-*še-me*
	3	[dumu ur-^{d}nin]-˹si$_4$˺-an-na
	4	[*ù i-ta* a-šà ^{d}en-zu]-*e-ri-ba-am*
	5	[dumu …] ˹ki˺
	6	[*i-na du-un-nim ù ma-aš*]-*ka-nim*
	7	[*ma-la ma-ṣú*]-˹*ú*˺ *ki-ma iš-te-en*
	8	[*zi-it-ti iš-me-eḫ*-dingir …] dumu x x *ì-lí-šu*
	9	[*ma-la i-ka-aš-ša-da-aš-ši ù ù-ni*]-*a-tim*
	10	[*ma-la ša-lu-ur-tum*] ˹*ir*˺-*ši-a*
	11	[*ù*] *ib-*˹*ba*˺-*aš-ši-a*

	12	[*ga-am-ra-tim*] *ša-lu-ur-tum um-ma-ša*
	13	[*a-na*] géme-^{d}utu lukur ^{d}utu dumu-munus-a-ni
	14	[*i-na*] *bu-ul-ṭì-ša id-di-iš-ši-im*
	15	[mu] ^{d}utu ^{d}amar-utu ^{Pd}en-zu-*mu-ba-lí-iṭ*
	16	[*ù*] uru ud-kib-nun^{ki} *it-mu-ú*
	17	˹*ša*˺ ˹*pí*˺-*i* dub-*pí-im*
	18	[*an-ni*]-˹*im*˺ *ú-na-ak-ka-ru*
Lo.E.		(uninscribed)
Rev.	19	[igi …] dumu […] ˹x˺-^{d}en-zu
	20	[igi *sú-na-bu-um*] dumu ˹*ba*˺-*za-zi-ia*
	21	˹igi *sa*˺-*bi-ru-um* dumu *iš-ḫi*-dingir
	22	igi *nu-ri-ia* dumu *ma-nu-um-ki-*˹*ma*˺-^{d}en-zu
	23	igi dingir-*šu-ba-ni* dumu ^{d}nanna-ma-an-sum
	24	igi *ni-id-nu-ša* dumu *šu*$^{!}$-*ru-uš-ki-in*
	25	igi *e-tel-pi*$_4$-^{d}utu dumu ^{d}en-zu-*i-din* /-*nam*
		seal + kišib
	26	igi ìr-*ì-*˹*lí*˺-*šu* dumu *mu-ḫa-du-um*
	27	igi *ib-ni-é-a* igi *ta-ri-iš** *-nu-nu*
	28	dumu-me *a-mur-*^{d}en-zu
		seal + kišib
U.E.		seal
R.E.		seal + kišib

Seals and kišibs

Seal

U.E.:	[…] ni
	[…] utu
	úr-^{d}[…]

kišibs

Rev.:	kišib ˹*sú*˺-[*na*]-˹*bu-um*˺
	˹kišib *i-di-šum*˺
R.E.	kišib *ni-id-nu-ša*

Translation (from tablet):
(1-3) A 3 iku field in the environs of the Paḫušum (irrigation area), beside the field of Alammuš-šēme, and beside the field of Sîn-erībam, (4-5) with tower and threshing floor, as much as is found, like any (of them), (6) share of Išme-ilum her (Šallūrtum's) father, (7-9) as much as shall reach her, and household moveables, as much as Šallūrtum has or shall acquire, (10-12) in totality, Šallūrtum gave, while she was alive, to Amat-Šamaš *nadītum* of Šamaš, her daughter. (13-14) They swore by Šamaš, Marduk, Sîn-muballiṭ and Sippar. (15-16) The one who alters the wording of this tablet. (17) Before Idišum son of …, (18) before Sunabum son of Bazazija, (19) before Sabirum son of Išḫi-ilum, (20) before Ilšu-bāni son of [Nanna-m]ansum, (21) before Nidnuša son of *Šuruš*-kīn, (22) before Etel-pī-Šamaš son of [Sîn]-iddinam, (23) before Warad-ilīšu son of Muḫaddûm, (24) before Ibni-Ea, before Tāriš-Nunu (25) sons of Āmur-Sîn, (26) before Nūrija son of Mannum-kīma-[Sîn].

Notes:

5: On the phrase *kīma ištēn* "like any (of them)" see CAD I/J 277b s.v. *ištēn*. See now also Stol 2019, 1022 f.n. 26. Suurmeijer considers that the brothers are meant and that the "phrase means that Išme-ilum received a share equal to those of his brothers" (Suurmeijer 2014 2:700, f.n. 851).
7: On the phrase *mala ikaššadašši* "as much as shall reach her" see [1.3.2.3.4.3] below
9: Cf. the case ll. 10b-11: *ʿir*ˀ*-ši-a* [*ù*] *ib-*ʿ*ba*ˀ*-aš-ši-a*.

2.3.2 Commentary

2.3.2.1 Reconstructing the family, connecting the protagonists

The main family dominating this dossier is the Ilī-ḫamad family. Despite the small size of the dossier, the nature of the texts allow for a reconstruction of the Ilī-ḫamad family in accordance with Fig. 6 below, which accords with that recently made by Suurmeijer, who discusses the transfer of property within this family.[316] This reconstruction differs from some earlier treatments that based themselves principally on CT 45 3, where there were divergent understandings of the relationship between the parties.[317] Westbrook's construction of the parties in CT 45 3 requires correction. There is a mistake in his summary of who brings the claim in lines 10-16, for he has Šallūrtum, who is one of the defendants, listed as a claimant party. Šallūrtum is party "E" in Westbrook's analysis and he summarises lines 10-16 of CT 45 3 as: "E, daughter of G, her daughter I and her father-in-law J sued E and her sister F over the house of 2 sar."[318] Instead, his party designations should read: 'H (Rubātum) daughter of D (Ilī-ḫamad), her daughter I (Ḫuddultum) and son-in-law J (Erīb-Sîn) sued E (Šallūrtum) and her husband F (Namija) over the 2 sar house.' He also interprets Erīb-Sîn, described as *emūša*, as Rubātum's father-in-law.[319] However, *emūša* should be understood here as a reference to Rubātum's son-in-law. This also explains the inclusion of Ḫuddultum (Rubātum's daughter) as one of the claimant parties, named between her mother and husband.

The other family or branch of a family to feature in the dossier is that of Išme-Sîn. It is not possible to tell the nature of the connection between the members of the Ilī-ḫamad family and the family of Išme-Sîn but it is noteworthy that on at least two separate occasions, sons of Ilī-ḫamad sold family property to Āmur-Sîn son of Išme-Sîn.[320] I turn now to address the interpretative crux of the relationship between the redeemers, Šallūrtum and Namija.

Previous commentators have differed on the relationship between the redeemers, Šallūrtum and Namija: sisters (Westbrook, Harris); husband and wife (Veenhof, Suurmeijer). The difference turns on reading $nin_{(9)}$ or dam in the relevant lines (see illustrative line drawing in Fig. 5). The signs NIN$_9$ (MUNUS.KU), NIN (MUNUS.TÚG), and

[316] Suurmeijer 2014 1:317-322.
[317] Compare, for example, Veenhof 1999, 615 and Westbrook 1991, 113-114.
[318] Westbrook 1991, 113.
[319] Perhaps swayed by the possible basis of claim this might then suggest, namely a sister suing because her brother had originally sold property intended for her dowry (and therefore of interest to her father-in-law) (1991, 114).
[320] BM 22630; CT 45 3:1-6; MHET II/1 41:1-9. It is not certain whether BM 22630 is the text evidencing the transaction later described in MHET II/1 41:1-9, or a separate one.

DAM can be hard to distinguish in OB cursive script. In this period, an expected additional vertical wedge is not always written,[321] and the accompanying, sometimes crossing, horizontal can be indistinguishable from one of the middle horizontal wedges of TÚG in NIN, or the middle horizontal of KU in NIN_9).

BM 80181 obv. 8

BM 80181 lo.e. 15

Figure 5: Palaeography of DAM in BM 80181

Although the orthography is not decisive, a reading dam (or: $dam^{!}$) is preferable for the following additional reasons:

(1) There are two different patronyms for the parties, a fact which emerges in MHET II/1 41. In that text, Sallūrtum's father is Išme-ilum(l.29), Namija's is Sasija[322] (l.28). Faced with this, the only way to explain the differing patronyms and maintain a reading nin_9 would be to (a) propose an intervening adoption of Namija, as Suurmeijer suggested in an earlier article, a view he later abandoned, or (b) take nin_9 as imprecise scribal use of the kinship term for sister where cousins are meant.

(2) In l. 24 of CT 45 3, the masculine dative suffix *–šunūšim*, referring to the defendant recipients of the tablet of no-claim, is used (*īzibūšunūšim*).[323]

(3) The fact that Šallūrtum the wife is named first and with patronym in the texts is no obstacle to seeing her as wife to Namija. It makes good sense in context. The property at issue originates on Šallūrtum's side i.e. the wife's side. The claimants in CT 45 3 come from her side of the family, and even if the claimants in MHET II/1 41 are not connected to the family, the father of the claimant had bought the property from Šallūrtum's family.

I will discuss the remainder of the dossier on the assumption that Namija is Šallūrtum's husband.

[321] Mittermayer 2006, 179-181 (cf. nos. 451 (NIN_9), 452 (NIN) and 454 (DAM).
[322] Line 10 of MHET II/1 41 mistakenly has Namija as a daughter (dumu-munus) of Sasija (not the only such error made by this scribe, cf. l. 24).
[323] This also confirms the dumu-munus in MHET II/1 41:10 as a scribal error.

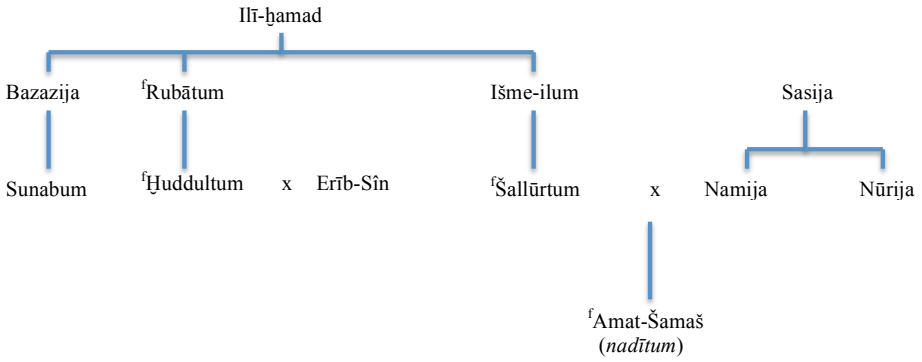


Figure 6: The Ilī-ḫamad family tree (based on Suurmeijer 2014)

2.3.2.2 The first claim: CT 45 3

The earliest date for CT 45 3 is month 5, Sabium 5. On the possibility that Sabium 7 is meant, see notes to the text in 2.3.1.2. The text records two previous transactions as background to the claim. The first is that a two sar property was previously sold by Bazazija, the son of Ilī-ḫamad, and brother of Rubātum (ll. 4-6). It had been purchased by Āmur-Sîn son of Išme-Sîn. Thanks to BM 22630 we know that Bazazija was not the only brother of Rubātum to sell family property to Āmur-Sîn. Išme-ilum had sold a field to Āmur-Sîn. Subsequent to the sale of the house by Bazazija, we are told about a second transaction prior to the claim. Šallūrtum daughter of Išme-ilum and Namija her husband redeemed the house from Āmur-Sîn (ll. 7-9). These two transactions, the original sale by Bazazija and the redemption from Āmur-Sîn form the background to the claim led by Rubātum. These transactions allow us to probe the reasons and likely basis of the claim. It is likely that Rubātum (together with her daughter and son-in-law) asserted a prior or shared right to the property redeemed by Šallūrtum and Namija. Given that she was a daughter of Ilī-ḫamad and a sister of the original seller, Bazazija, it is conceivable that her claim was based on the fact that the heritable estate of Ilī-ḫamad was undivided at the time of Bazazija's sale to Āmur-Sîn so that, upon its return within the family circle, Rubātum as a more immediate blood relative could claim the property as part of an undivided inheritance. However, we know from BM 22630 that another of her brothers, Išme-ilum, also sold land (on his own) to Āmur-Sîn which was later redeemed (MHET II/1 41), land that is described as Išme-ilum's "inheritance share" (MHET II/1 41, l. 2: *zitti Išme-ilum*) which suggests the property was sold subsequent to the division of at least part of Ilī-ḫamad's heritable estate. It may simply reflect a claim that she had a prior right to the redeemed property as the sister of the person who originally sold it (Bazazija). It is interesting that Rubātum brings the claim together with family members from the generation below. The redemption by a niece of Bazazija in the generation below Rubātum may have encouraged her to think that Šallūrtum's title was vulnerable for Rubātum's daughter was as close to the original seller in family terms as Šallūrtum.

In any event, the claim amounts to a form of inheritance dispute, in which Šallūrtum was obviously able to establish title. We know from CT 45 3 that Šallūrtum (and Namija) had, according to the judges, valid title to the property presumably based on the documented redemption. That Āmur-Sîn who had originally bought the property from Bazazija was willing to sell it back to Bazazija's niece, Šallūrtum, in a redemptive transaction, may have been enough to establish Šallūrtum's title to the property in the eyes of the judges. It is conceivable that the scribe's mention in CT 45 3 of the previous transfer or original sale by Bazazija to Āmur-Sîn was based on the presence of a short description of that earlier transaction included in the actual redemption text. It may well be then that in the claim Šallūrtum's title rested only on the fact of her having a valid redemption document. It is harder to know how, if at all, she established to Āmur-Sîn's family her right to redeem. At the time of Bazazija's death, the property still lay outside the possession of the Ilī-ḫamad family. If we assume that title deeds left the family upon that sale, it is uncertain how if at all the contingent right to that property (i.e. the right to redeem) would be testated to the generation below, in this case Šallūrtum. The most likely scenario is that it relied upon a right to inherit but whether Āmur-Sîn's family were selling back on a first-come first-served basis is impossible to know. Upon the dismissal of the claim, the unsuccessful claimants drew up a tablet of no-claim for Šallūrtum and Namija. This occurred also in MHET II/1 41 and is discussed below.

2.3.2.3 The place of BM 22630

In my view there is a high likelihood that BM 22630 belongs to this dossier. It is, however, fragmentary and lacks a date. It documents a purchase of land by Āmur-Sîn son of Išme-Sîn from Išme-ilum son of Ilī-ḫamad. It is possible that it documents the transfer of the same land described at the beginning of MHET II/1 41 (property description, obv. ll. 1-5; original transaction description: obv. ll. 6-9). The fragmentary nature of BM 22630 prevents a direct comparison, and it should be acknowledged that what is legible in the description of the property in BM 22630:1'-3' does not let us anchor the text to MHET II/1 41:1-5. To the extent differences can be seen, it may be due to change of neighbours in the intervening period. There are, however, arguments in favour of uniting these two texts. We know that Āmur-Sîn purchased property in separate transactions from two different sons of Ilī-ḫamad, presumably after the death of Ilī-ḫamad. In one case (MHET II/1 41 l. 2) it is clear that the property being sold is part of the inheritance share of one of the sons, Išme-ilum. It is also clear that BM 22630 and MHET II/1 41 both concern land as opposed to a built-up house. In my view, it is against this background of selling off family estate property that BM 22630 should be understood.

If it does document the original transaction later described in MHET II/1 41:6-9, then we should assign it to the Amat-Šamaš dossier for archival practice would lead us to expect that it ended up being passed on to her when the field referred to in MHET II/1 41 was testated (MHET II/1 89). In addition, if BM 22630 concerns the property described in MHET II/1 41:6-9 then we possess a fragmentary example of property leaving the family estate but subject to the possibility of later redemption. If that is so, it is worth noting the following aspects of the text: it is documented, as we expect, as a sale; the sale is for full price ([*a*]*na šīmišu* [*g*]*amrim* […] *išqul*); assuming a direct link with MHET II/1 41, this would support the view that *ana gamertim* in this

context is semantically equivalent to *ana šīmišu gamrim*;[324] All this allows us to say that Āmur-Sîn acquired at least two pieces of property belonging to the estate of Ilī-ḫamad from the latter's sons, in each case where the property was subject to an underlying possibility of redemption.

2.3.2.4 The second claim: MHET II/1 41

The litigation record of MHET II/1 41 is dated to month 4, Sa 8. So, a maximum of three years (and minimum of one year) stands between the preceding claim in CT 45 3 and this one. There are remarkable similarities to CT 45 3. As with CT 45 3, two earlier transactions stand in the background. First, there is an original sale of the 3 iku field by Išme-ilum son of Ilī-ḫamad to Āmur-Sîn son of Išme-Sîn (ll. 6-9). The property is described explicitly as the "(inheritance) share" of Išme-ilum (l. 2). It is notable that two different brothers (Bazazija and Išme-ilum) had sold family property to the same person (Āmur-Sîn). It doesn't mean that Āmur-Sîn was necessarily part of the wider family network but he was presumably a trusted counterparty for these sons of Ilī-ḫamad. Secondly, there had been a subsequent redemption of the field by Namija and Šallūrtum (ll. 9-12).[325] By the time of the redemption we may suppose that the purchaser Āmur-Sîn had died, for Namija and Šallūrtum redeemed the property from Lamassatum, Āmur-Sîn's wife.

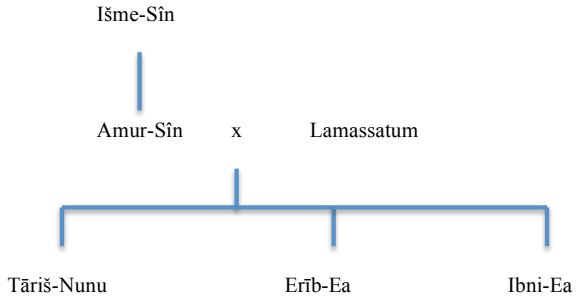


Figure 7: Family tree of Išme-Sîn

In MHET II/1 41, a claim is brought by the sons of Āmur-Sîn against Namija and Šallūrtum, husband and wife who, acting together, redeemed family property (a three iku field) that had originally been sold by Šallūrtum's father to Āmur-Sîn. The record of the claim recounts this background and then states that the sons of Āmur-Sîn brought a claim against Šallūrtum and Namija. It would be plausible to think that their motivation was simply that of two heirs of Āmur-Sîn wishing to challenge the redemption transaction in an effort to recover the field as part of their heritable estate. But is there any more precise indication of the basis of their claim?

[324] See esp. Westbrook 1991.
[325] Unlike in CT 45 3, Namija is named before Šallūrtum throughout MHET II/1 41.

The text does not state with precision the basis of the claim. But MHET II/1 41, in recording the earlier redemption transaction, does not simply state that Namija and Šallūrtum redeemed the property, as was enough in CT 45 3:7-9. Instead, the text MHET II/1 41 goes a step further. For convenience, the relevant lines (6-16) on the obverse read as follows:

6 *ša* ki *is-ma-ʿaḫ*ˀ-dingir ʿdumuˀ *ì-lí-ḫa-<ma>-a-ad*
7 ^{p}*a-ʿmur*ˀ-[^{d}en-zu] dumu *iš-me-*^{d}en-zu
8 *a-na* kù-babbar *a-na ga-m*[*e*]*-e-er-tim*
9 *i-ša-mu* ki *la-ma-sà-tum* […]
10 ^{p}*na-mi-ia* munus-dumu (sic) *sà-ʿsíˀ*-[*a*]
11 *ù ša-lu-ur-tum* dumu-munus *is-ʿmaˀ*-[*aḫ*-dingir]
12 a-šà *ip-ṭú-ru-ú-ma*
13 kù-babbar *ši-im* a-šà-*im an-ni-ʿimˀ*
14 *li-bi* ^{p}*la-ma-sà-tum* dam *a-mur-*^{d}en-zu
15 ^{p}*na-mi-ia ù ša-lu-ur-tum*
16 *ú-ṭì-ib-bu-ú*

Translation:
(6-9a) (property) which Āmur-Sîn had bought from Išme-ilum son of Ilī-ḫamad for silver, for the full amount (of the price); (9b-12) from Lamassatum, Namija son of Sasija and Šallūrtum daughter of Išme-[ilum] redeemed the field; (13-16) (with) silver, the price of this field, Namija and Šallūrtum had satisfied the heart of Lamassatum the wife of Āmur-Sîn.

There is a peculiarity to the phraseology used here. The discussion of these lines takes us by necessity into a discussion of 'full price' and also the matter of 'satisfying the heart' of a counterparty.[326] We begin with the phrase in MHET II/1 41:8 *ana* kù-babbar *ana gamertim* "for silver, for the full amount (of the price)." Parallel to this is the occurrence of *ana gamertim* in CT 45 3:6.[327] In this context *ana gamertim* means "full amount (of the price)" not "totality (of the property)".[328] If BM 22630 records the original sale referred to in MHET II/1 41:6-9, this supports the semantic equivalence of *ana gamertim* in this context and *ana šīmišu gamrim* (BM 22630: 8'-10'). Interesting then are the additional lines in MHET II/1 41 (ll. 13-16), co-ordinated by *–ma* of l. 12, describing in detail what happened at the point of subsequent redemption by Namija and Šallūrtum: "(with) silver, the redeemers satisfied the heart of Lamassatum." However, l. 13 provides an interesting apposition to the silver that was handed over. This silver amounted to the "price of this field" (*šīm eqlim annîm*). This invites some broad comparison with the "double formula" recording price in a very few OB contracts[329] using the language *bītam ana gamertim išām ana šīmišu gamrim kaspam išqul*. In the case of MHET II/1 41 we can see that the description of the redemption is even more explicit that silver amounting to the

[326] I will not discuss the theoretical possibility that the sons of Āmur-Sîn sought to challenge the redemption outright by claiming there existed no 'right to redeem', or to argue that their mother was not empowered to sell. The text gives no hint of either scenario.
[327] In both cases with a spelling *ana ga-me-e-er-tim*.
[328] See above the note to CT 45 3:6. Westbrook reached the same conclusion (Westbrook 1991, 113).
[329] See in particular BE 6/1 8:20-22 (Sl); CT 4 48b:11-13 (Sl); BAP 35:9-11 (Im); discussed by Westbrook 1991, 113-14.

very price of this field had been handed over. So, in summary, there is significant scribal effort involved in recording that the redemption money handed over by Namija and Šallūrtum actually corresponded to the price of the field.

We now need to consider what this might mean for the possible basis of the claim in MHET II/1 41, and what light it might shed on the discussion of the meaning(s) of the descriptions of full price in this context. In light of the above, it is plausible that the sons of Lamassatum claimed that silver less than the price of the field had been handed over. This might ultimately have been a ploy to obtain more money or it may have been an attempt to unravel the entire sale on the basis that title had not passed because the (full) price had not been paid. It is not of course unknown for such a dispute to take place over whether the entirety of the agreed price has been handed over. But, in light of previous discussions on the importance of price in the context of redemption, and the observations above about price in MHET II/1 41:6-16, it is possible that the sons of Āmur-Sîn sought to exploit the fact of a low(er) price to argue that title to the property had not passed. If so, this is where the added language of ll. 13-16 came in. There could be no argument of short measure[330] because Namija and Šallūrtum 'had satisfied the heart' of Lamassatum and l. 13 makes explicit that this amount (perhaps even this relatively low amount) corresponded to the price of this field. If this reconstruction is close to reality, it lends some support to the proposal that "full price" corresponds in this context to the price agreed between the parties and not another objective price.[331]

2.3.2.5 The outcome of CT 45 3 and MHET II/1 41

The similiarities between the two litigation records in this dossier extend to aspects of their outcome. It is notable that in both cases, upon the dismissal of the claims, the respective claimants drew up a *ṭuppi lā ragāmim* "tablet of no-claim" in favour of

[330] On the meaning of 'heart satisfaction' as a block to future complaints as to short measure see Westbrook 1991b.

[331] Westbrook 1991, 114. The interpretation of the phrase *ana gamertim* / *ana šīmim gamrim* has been widely discussed, at most length by Westbrook in the context of redemption of family property (1991, 90-117). He understands full price to refer to the full (objective) value of the property. Westbrook is not dogmatic about what the objective criterion might be. He says, "in our interpretation the 'full price' means the full value of the property determined by some objective criterion, whether it be the market, historical cost, or other." (1991, 105). To this must be added the evidence of Charpin 1992c of a price for land prevailing in Babylon and Sippar. Westbrook also addresses the apparent paradox that a more objective notion of full price presents when the phrase occurs in OB redemption contracts (and lawsuits). He proposes a second meaning for the term when it occurs in our contexts, namely that there "the term merely serves to indicate that the whole of the price has been paid and ownership may therefore pass, although the price paid does not represent the full value"(Westbrook 1991, 112). In my view, it must bear this meaning or something close to it in the way it is used in MHET II/1 41. I suggest that the description of Āmur-Sîn's original purchase as "for full (price)" was a summary (quite possibly based upon the wording of the original tablet in front of the judges or scribe) of the original transaction in which ownership passed to Āmur-Sîn. While this may in the original contract have shown that Āmur-Sîn had acquired good title vis-à-vis non-redeeming third parties, it did not affect the right of redemption later exercised. Namija and Šallūrtum could redeem by paying an amount described in MHET II/1 41:13 as "silver, the price of this field".

Namija and Šallūrtum. The significance of this must take account of the wider significance of the *ṭuppi lā ragāmim* texts, focusing on those from Sippar. A sketch of the role of the *ṭuppi lā ragāmim* in OB Sippar is made in 5.6 in the context of the edition and commentary on BM 80107/8. However, some comments are in order here. I will not discuss the diplomatic difficulties in identifying a *ṭuppi lā ragāmim* where the tablet contains no internal reference to it being drawn up.[332] For present purposes, I take the scribal reference to the drawing up of a *ṭuppi lā ragāmim* to mark out the texts themselves as the tablets of no-claim.[333] It would then have functioned as a support to the title deeds already held by Namija and Šallūrtum in connection with the redeemed property. However, what prompted the drawing up of a *ṭuppi lā ragāmim* here? This needs to be asked because not every successful defendant received one, at least not explicitly. Indications as to the background of at least a sub-set of the tablets of no-claim are given in those texts where it forms part of a penalty, usually for a claim that appeared to have been considered baseless in some respect. From those Sippar texts roughly contemporary with CT 45 3 and MHET II/1 41, we can mention CT 2 39 (Sa), where the judges impose punishment and order the drawing up of a tablet of no-claim.[334] The precise punishment behind *arnam emēdum* is not there made explicit, but other cases specify. In CT 8 45 2[335] (Sm), the judges hand the claimant over for the shaving of half of his head (ll. 12-18: *dajjānū dīna*[*m u*]*šāḫizūšunūtīma muttass*[*u*] *ana gullubim iddinūma ṭuppi lā ragāmi*(*m*) *īzib*[336]).[337] Note also CT 2 46 (Sm) (with CT 2 22), CT 45 18 (Sm).[338] It is often not explicit what triggered the punishment but a plausible explanation is that it was triggered where the claim contradicted the already existing evidence – witnesses or tablet.[339] This may lie in the background of CT 45 3 and MHET II/1 41, and their status as tablets of no-claim. Although the claimants are the subject of the verb of 'drawing up' (*ezēbum*), this does not preclude its origin in an order by the judges and should not in my view be taken to mean this was comparable to CT 47 12 where, exceptionally, the

[332] See 5.6 and Dombradi 1996, 118-120.
[333] Cf. TCL 1 157: 51-52: *ṭuppi lā ragāmim anni'am ušēzibūši* "they made her draw up this tablet of no-claim".
[334] Obv. ll.8-12: *dajjānū dīnam ušāḫizūšunūtima Sîn-erībam arnam īmidūšuma kunukkam ša lā ragāmi*(*m*) *ušēzibūšu* Cf. CT 48 4 (prob. Sa or AS) where the judges hand over the claimant for the piercing of his nose and the shaving of half of his head (obv. ll.8-10: *appišu ana palāšim muttassu ana gullubim* [*id*]*din*[*ūšuma*]); damage to the remainder of the tablet means we cannot be certain whether the scribe also recorded the drawing up of a *ṭuppi lā ragāmim*.
[335] CT 8 45 2=BM 82057A (case).
[336] Re: the last sign of l. 18, G. Th. Ferwerda reported upon collation of l. 18 a "normal IB against copy ZU" (with AHw 268a: *i-zi-ib*[!]).
[337] Obv. ll. 6b-8: di-ku$_5$-[m]e-e[š] / *di-nam ú-ša-ḫi-zu-šu-n*[*u-t*]*i-*/[*m*]*a* / *mu-ut-ta-sú ú-ga-li-*[*b*]*u*. Note also that the inner tablet of CT 8 45 2 (BM 82057 (unpub.) omits the reference to the *ṭuppi lā ragāmim*.
[338] Lines 12'-16': *aš-šum* dub-*pa-at la ra-ga-mi-im* / *šu-zu-bu-ú-ma i-tu-ru-ú-ma* / *ir-gu-mu mu-ut-ta-sú ú-ga-li-bu* / *ap-pa-šu* [*i*]*p-lu-šu i-di-šu* / *it-ru-ṣú* uru^{ki} *ú-sa-ḫi-ru-šu-ma*. In 15' (left edge) G. Th Ferwerda confirmed by collation the form [*i*]*p-lu-šu* (correct Harris 1975 133 f.n. 78).
[339] E.g. CT 2 47 (a precursor to CT 45 18). Dombradi sees CT 2 47 as evidence for a more common 'version' of *ṭuppi lā ragāmim*, agreed between the parties (Dombradi 1996, 118).

drawing up of a *ṭuppi lā ragāmim* was apparently freely agreed by the parties as part of the outcome of the case.[340]

It has to be said, however, that there is no express mention of punishment in either text,[341] and only if the *ṭuppi lā ragāmim* is itself seen as penalising the claimants by barring future action on the matter, can it be regarded as a penalty. This may have been triggered by the apparent fact that each claim contradicted the clear evidence of Namija and Šallūrtum's title to the redeemed property. If the 'chain of transmission' recorded in each litigation record is based, as I suppose, upon the written title deeds being brought forward by Namija and Šallūrtum, then the claims contradicted the clear evidence that was available. One supposes in MHET II/1 41 that oral testimony of witnesses may have been used to support the fact that the silver paid corresponded to the price of that field (perhaps corresponding to the original sale price when sold to Āmur-Sîn), but we are not told.

In that case, the dismissal of the claims of CT 45 3 and MHET II/1 41 were accompanied by the drawing up of a *ṭuppi lā ragāmim* because each claim proved to be baseless, presumably because it contradicted the available evidence, in the form of the written tablets, or oral testimony. An alternative idea would be that redemption transactions needed 'extra' protection and the issuance of the *ṭuppi lā ragāmim* in these cases reflected this perceived vulnerability, or resulted from the fact that redemption was involved. As these are the only claims explicitly challenging redemption transactions springing from Sippar, such a proposal would be tempting,[342] but it ignores the overall impression in the archival redemption texts from Sippar that redemption's protection relied not on its special treatment but on its ordinary use of property transmission practices – both the proximity to sale practice, and its reliance upon a chain of transmission to evidence title.

2.3.2.6 The place of MHET II/1 89

It is instructive in this dossier to see something of the post-history of the redeemed property.[343] In MHET II/1 89, Šallūrtum testates the same field[344] redeemed from Lamassatum, wife of Āmur-Sîn (and contested in MHET II/1 41) to her daughter, a *nadītum*-woman. I follow Suurmeijer in considering this daughter to be a biological daughter, given that we lack any express indication that Šallūrtum herself is a *nadītum*.[345] The property, a three iku field in the environs of the Paḫuṣum district (l. 1) is described as the (inheritance) share of Išme-ilum her father (l. 6). It is followed by the phrase *mala ikaššadašši* "as much as shall reach her".[346] Suurmeijer concludes

[340] CT 47 12 (tablet), ll. 15-19: *i-na ba-ab ni-iš* dingir / *im-ta-ag-ru-nim-ma* / dub *la ra-ga-mi-im* / *i-ṭú-bi-šu-ma* / *i-zi-ib*. The obverse of the case (=BM16823A) is broken where the reference to the *ṭuppi lā ragāmim* would have been written.
[341] Neither the phrase *arnam emēdum* nor a more specific description of punishment.
[342] Also in light of BM 80107/80108, also a *ṭuppi lā ragāmim* and concerning a prior handing over of redemption money.
[343] Another example is MHET II/6 924 (with BM 97141), discussed in 2.4.
[344] 3 iku field in the environs of the Paḫuṣum district (l. 1) described as the inheritance share of Išme-ilum her father (l. 7).
[345] Suurmeijer 2014, 319 with f.n. 1198.
[346] Also discussed by Stol 2019, 1021-1022 in the context of his treatment of OB *kišdātum*.

from this that the field, apparently not yet in the possession of Šallūrtum, must have returned into her father's possession,[347] and that at the time of MHET II/1 89, her father was still alive but had already drawn up his gift contract to her and given her the right to dispose of the property as she saw fit.[348] I would add that, if Šallūrtum's father really was still alive at the time of MHET II/1 89, his absence from MHET II/1 41 (and the earlier redemption it records) needs to be explained. It would surely have made sense for him as the original seller to have redeemed if he was still alive, unless of course, he already recorded the gift to Šallūrtum prior to the redemption transaction.

Suurmeijer infers from MHET II/1 89 and the earlier redemption that Šallūrtum was economically independent, on account of having been widowed sometime early in Sabium's reign.[349] In fact, only MHET II/1 89 supports this. Namija is still alive at the time of MHET II/1 41 and so the putative death of Namija between MHET II/1 41 and MHET II/1 89 must have taken place after month 4 of Sabium 8.

There is a further important element to MHET II/1 89. The text is witnessed by a number of parties who can be supposed to be acknowledging they do not have rights to the property. The second witness on both tablet and case is Sunabum son of Bazazija. This is presumably the son of Išme-ilum's brother, Bazazija. Bazazija had sold a house to Āmur-Sîn, the redemption of which by Šallūrtum (and Namija) was subsequently contested by Bazazija's sister, Rubātum. The son of Bazazija, Sunabum, witnesses here to relinquish any right to property that is designated to belong to the share of his uncle. Also interesting is the inclusion of two sons of Āmur-Sîn as witnesses.[350] Dekiere reads the names of the sons as Ibni-Ea and Taribnunu, neither of which matches the Erīb-Ea and Tāriš-Nunu of MHET II/1 41. Collation confirms Ibni-Ea is correct, but the other son of Āmur-Sîn in MHET II/1 89 is in fact Tāriš-Nunu and should indeed be identified with one of the claimants of MHET II/1 41 (line drawing below).

MHET II/1 89:24-25 (tablet):

24. igi *ib-ni-é-a*
25. dumu-me *a-mur*-^{d}en-zu

MHET II/1 89:27-28 (case):

27. igi *ib-ni-é-a*
28. dumu-me *a-mur*-^{d}en-zu

[347] Suurmeijer 2014, 320.
[348] Suurmeijer 2014, 320-321.
[349] Suurmeijer 2014, 321.
[350] Tablet, ll. 24-25; case, ll. 27-28.

The appearance of two sons of Āmur-Sîn can be connected to the claim of MHET II/1 41 and its outcome. It was felt appropriate to have Ibni-Ea and Tāriš-Nunu, sons of Āmur-Sîn, acknowledge this deed by witnessing to confirm what already had been established in MHET II/1 41, there was no outstanding claim on this field from the side of the Āmur-Sîn family.

This was a conventional aspect of property transfer, ensuring that potentially interested parties relinquished any residual right in the property, or at least acknowledged the transaction. Here we see the conventional practice employed in the context of property that had in the past been sold outside the family, testated, subsequently redeemed, contested in litigation, and was now subject to a further deed of transfer.[351] It has a parallel in MHET 924 and BM 97141[352] in which property that appears to have been redeemed from a certain Adad-rabi's family, is being gifted, and one of the witnesses acknowledging the gift seems to be a son of Adad-rabi – an heir confirming that he has no claim to property that was once in his family's possession (BM 97141) but that was subsequently redeemed, and is now being included in the deed of gift (MHET 924). This small dossier is discussed further in 2.4.

2.3.2.7 Summary of the Amat-Šamaš dossier

In light of the textual and dossier reconstruction above, we can summarise that sometime late in Sumu-la-El's reign Išme-ilum and his brother sold family property forming part of their share of the paternal estate, perhaps under economic pressure. Āmur-Sîn was enough of a trusted, or at least connected, counterparty that both sons of Ilī-ḫamad were prepared to sell property to him. The sales took place for "full price", and the property, at least provisionally, entered into the possession of Āmur-Sîn and his family.[353] Sometime after Išme-ilum's death, fortunes had changed enough for Šallūrtum, his daughter, together with her husband, Namija, to embark on a concerted effort to recover the Ilī-ḫamad family property. They first redeemed a house from Āmur-Sîn, which originally had been sold to Āmur-Sîn by Šallūrtum's uncle, Bazazija (CT 45 3:4-6). By the time they came to redeem the three iku field originally belonging to Šallūrtum's father, which had also been sold to Āmur-Sîn, Āmur-Sîn had also apparently died and they redeemed from his wife Lamassatum (MHET II/1 41:6-12). These two redemptions triggered two claims that opened up an intriguing perspective on the challenges that redeeming parties could face, from within the family network (CT 45 3) and (apparently) without (MHET II/1 41). The first claim, CT 45 3, showed a challenge from Rubātum, a family member in the generation above, the aunt of Šallūrtum the redeemer, and the sister of Bazazija one of the original sellers of the family property. Of course we do not know the precise basis on which Rubātum sought to bring the claim nor why she did not feature in the

[351] Suurmeijer 2014, 321.
[352] Veenhof 1999, 611 noted the connection with MHET II/6 924. This was developed by Goddeeris 2002, 93 and Barberon 2012, 70 f.n. 415. See most recently the summary comments of Suurmeijer 2014, 437 who also notes the parallel feature of MHET II/1 89.
[353] It appears then that he held good title to the property as regards non-redeeming third parties but his title remained subject to a right of redemption from Išme-ilum (or family members), a fact that emerges from CT 45 3 and MHET II/1 41.

redemption of Bazazija's property – it is possible that Šallūrtum secured the redemption from Āmur-Sîn on a 'first-come, first-served' principle - but it amounted in any event to a challenge to Šallūrtum's right to the redeemed property. The second claim (MHET II/1 41) showed an added vulnerability in the process of redemption. Here the claim came from the sons of Āmur-Sîn, the man to whom both pieces of redeemed Ilī-ḫamad family property had been sold. Where redemption involved the temporary transfer of family property outside the immediate family circle, this relied upon trust and came with inherent risk. Even here, the interim holders of the property (Āmur-Sîn and his wife Lamassatum) had sold the property back by redemption, but the sons (and heirs) of Āmur-Sîn did not easily forego their interest in the redeemed field (MHET II/1 41). The sons of Āmur-Sîn showed that, even after the redemption had taken place, the fact of having possessed the property for a time, ostensibly by sale, could lead to an expectation of more permanent rights.

However, these challenges should not be overstated. In both cases, the judges ordered the drawing up of a "tablet of no-claim" which may have signaled that the claims were without basis. From other parallel contexts, this judgment could be made if the claim had contradicted the plain evidence of the transaction in question. Even if the redemption transactions were perceived by the claimants to be vulnerable, it seems that redemption operated and found protection by partaking of conventional modes of property transfer in Sippar. This involved its documentation as a conventional sale, and reliance upon conventional evidence for title in the event of a challenge.

2.4 The dossier of Narāmtum the *nadītum*

The dossier of a certain Narāmtum, *nadītum* 'daughter' of Nurrubtum daughter of Dadija has already been mentioned for its parallels with the Amat-Šamaš dossier. The Narāmtum dossier does not contain concrete evidence of redemption but the very plausible suggestion has been made in the literature that a redemption is likely to have taken place in light of the texts we do possess.[354] The two texts comprising this small dossier are BM 97141, edited in Veenhof 1999, and MHET 924. The texts, once united, allow for a reconstruction of the history which is summarised below, before the proposed place of redemption in this dossier is discussed.

For convenience, a translation of BM 97141 (after Veenhof 1999) is as follows: (1-4) A 3 iku field in the polder Naḫištum, alongside the irrigation ditch of Mašnitêl and next to the daughter of Rabûm, (5-7) from Dadija, Ašdija and his son Sîn-rēmēni, (8-11) Adad-rabi, son of Etel-pī-Sîn, after Immerum had ordered the redemption of fields and houses, after the decree of the city, bought. (12-20) As his full payment he weighed out silver. It has been moved across the pestle, the transaction is completed. (That) in the future they will not come back against each other they have sworn an oath by Šamaš and Immerum. (21-24) Apart from his contract concerning a 6 iku field, which he had given to the kulmašītum Nurrubtum. (25-33) Witnesses.

The transaction evidenced by BM 97141 (Immerum) can be presented schematically as follows:

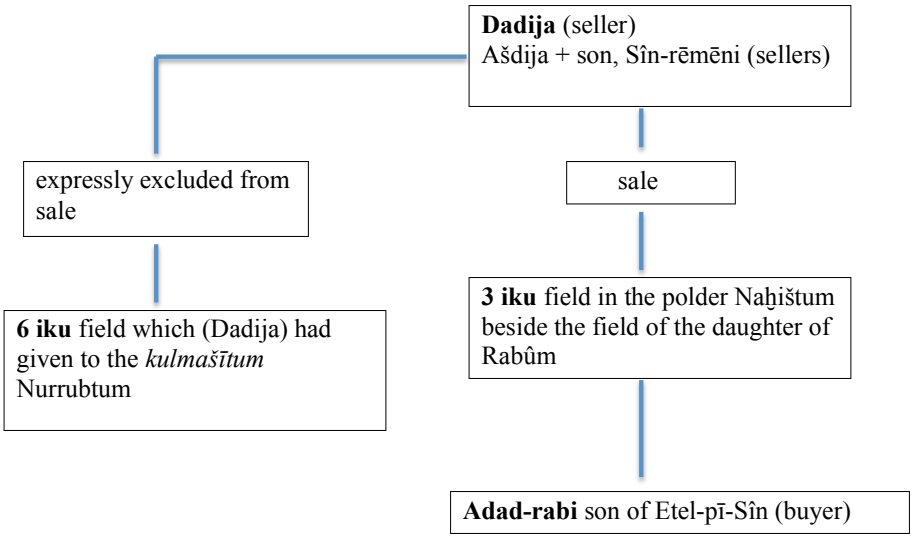


Figure 8: The transaction evidenced by BM 97141

[354] Goddeeris 2002, 93 followed by Barberon 2012, 70 f.n. 415.

The text of BM 97141, dated to Immerum's reign,[355] makes express mention of two pieces of land, a three iku field in the polder Naḫištum, the plot which is being sold, and a six iku field which had been given to the *kulmašītum* Nurrubtum, presumably by Dadija her father (MHET 924:4) and the first-mentioned seller in BM 97141. The six iku plot, which we can assume from MHET 924:1-2 adjoined the three iku plot being sold in BM 97141, is expressly excluded from the sale. This exclusion comes after the main provisions of the text of BM 97141, following the oath and before the witnesses, where it reads: "apart from his contract concerning a 6 iku field which he had given to the *kulmašītum* Nurrubtum."[356]

That this text ended up in the dossier of Nurrubtum's *nadītum* daughter Narāmtum is a reasonable conclusion from MHET 924. In this text, Nurrubtum gifts (*iddin*) to Narāmtum a nine iku field in the polder Naḫištum beside the field of the daughter of Rabûm. As already noted, I agree with Goddeeris that this plot represents the consolidation of the two plots mentioned in BM 97141, the three iku plot sold, and the six iku plot already given to Nurrubtum and excluded from that earlier sale.[357] Without further texts to confirm this, Goddeeris also asserted that a redemption of the three iku plot must have taken place in the meantime.[358] This seems very likely given that we are clearly dealing with family property in BM 97141, which is sold jointly at that time, and given that a daughter of one of the sellers has already received a plot of land as a gift (presumably in lieu of her inheritance share).[359] Redemption would then be the natural mechanism to bring this back within the Dadija family circle and perhaps even at the point of the sale in BM 97141, it was intended that it should form a part of Nurrubtum's property.

There is, however, another dimension to this small dossier that relates not only to redemption but to its royal analogue. Goddeeris does not mention in her discussion of the dossier that the original sale text of BM 97141 is best known for another exclusion clause which it contains. Interpolated in the sale clause is the following wording in ll. 9-11:

iš-tu a-šà *ù* é *Im-me-ru-um pa-ṭà-ra-am iq-bu-ú wa-ar-ki a-wa-at a-li-im*
"After Immerum had ordered the redemption of fields and houses, after the decree of the city" (Trans. Veenhof 1999)

It is clear that this wording placed the sale outside the scope of the retrospective act of Immerum and Sippar. If the sale had been concluded prior to that act, the clear implication is that it would have been subject to this decree of redemption. That it didn't apply here was a matter of timing. However, that the parties wrote this clause into the text, and that the decree had related explicitly to redemption (*paṭāram*), shows this was a sale that was in principle subject to redemption. The inference of Goddeeris from MHET 924 that the property sold in BM 97141 was subsequently

[355] The oath (l. 19) is by Immerum and Immerum is the king whose (undoubtedly recent) decree is also excluded in l. 10.
[356] BM 97141: 21-24: *e-zi-ib* ka dub-*šu* / *ša* 6 iku a-šà *ša a-na nu-ru-ub-tum* nu-bar *id-di-nu*.
[357] Goddeeris 2002, 93.
[358] Goddeeris 2002, 93.
[359] This is supported by the presence of two male persons named as *Nacherbe* in MHET II/6 924 even though prosopography cannot confirm whether they are members of Nurrubtum's family, or of Narāmtum's family (cf. Suurmeijer 2014, 437).

redeemed seems all the more likely. The property sold was certainly seen as redeemable at the time of sale. Assuming that such a redemption later took place, and that it was not triggered by another royal decree, it would present an interesting example of how the traditional right of redemption and its royal analogue could exist side by side. The decree of Immerum and Sippar which did not apply to the sale in BM 97141 was not the only way of bringing this land back into the family circle. There existed a traditional right of redemption exercisable between the parties. The final piece of the picture, already noted in 2.3 was the witnessing by a son of Adad-rabi of the gift in MHET 924. Adad-rabi had bought the three iku field in BM 97141, it had been transferred back to Nurrubtum's family in the interim. Now the son (and heir) of Adad-rabi, in witnessing the gifting of the full nine iku, which included the three iku bought by his father during Immerum's reign, confirms he has no residual right to the property being gifted. Although it is standard in Sippar to witness in order to relinquish a right, such a need for Adad-rabi's son to witness only arose here because of the nature of redemption: by reason of the sale in BM 97141, Nurrubtum's family property entered into the hands of Adad-rabi's family temporarily. Although the likely redemption would have restored Nurrubtum's family's title to the property, there was always a risk that the heir(s) of the interim holding family, in this case the son of Adad-rabi, had gained a hope and expectation that the property would come to them. It made good sense for such an heir to acknowledge as a witness that no such right existed.

2.5 The sons of Būr-Sîn and redemption in the cloister: BE 6/1 37

Although it does not form part of a larger dossier, the text of BE 6/1 37 (Ḫa 10) documents a redemption of a cloister house by a son of Būr-Sîn in which the family interests and family estate are explicit. I first provide a translation and translation, before reconstructing the history.

BE 6/1 37
Date: 10/XI/Ḫa 10
Bibliography: BE 6/1 (copy, plates 29-30; transliteration, p.21); HG no. 440 (translation); Stol 2010 (related prosopography, esp. pp.271-272).

Transliteration:

Obv.	1	½ sar é *ga-gi-im*^{ki}
	2	da é *ḫa-li-ia-tum* lukur$^{?!}$ ^{d}utu
	3	dumu-munus *ma-nu-um*-[…]
	4	*ù* da é *ri-ba-am-ì-lí* ˹dumu˺ [bur]-^{d}en-zu
	5	*ša* ^{d}utu-*ba-ni* dumu dingir-*šu-i-bi-šu*
	6	ki ^{d}en-zu-*i-din-nam* dumu *bur*-^{d}en-zu *i-ša-mu*
	7	^{p}*ri-ba-am-ì-lí* dumu *bur*-^{d}en-zu
	8	ki ^{d}utu-*ba-ni* dumu dingir-*šu-i-bi-šu*
	9	é *a-bi-šu ip-ṭú-úr*
	10	1 ma-na kù-babbar in-na-an-lá
	11	inim-bi al-til šà-ga-ni al-dùg
Lo.E.	12	u_4-kúr-šè lú-lú-ra
	13	inim nu-um-gá-gá-a
Rev.	14	mu ^{d}utu ^{d}*a-a* ^{d}amar-utu
	15	*ù ḫa-am-mu-ra-bi it-mu-ú*
	16	igi ^{d}en-zu-*e-ri-ba-am*
	17	igi *bur*-^{d}en-zu igi ^{d}en-ki-ma-an-sum
	18	igi *im-gur*-akšak^{ki} dumu-me *sí-li-˹lum˺*
	19	igi *na-ra-am-ì-lí-šu*
	20	igi *lu-uš-ta-mar*-^{d}en-zu
	21	igi *mu-pa-ḫi-rum* dumu *i-din-ia*
	22	igi ìr-^{d}en-zu
	23	igi *e-ri-ib*-^{d}en-zu
	24	igi *ib-ni*-^{d}en-líl dub-sar
	25	iti zíz-a u_4-10-kam
	26	mu ma$^{!}$-da sig_4^{ki}

Translation:
(1-3) ½ sar house in the cloister, beside the house of Ḫalijatum, *nadītum* of Šamaš, daughter of Mannum-[…], (4) and beside the house of Rībam-ilī son of Būr-Sîn (5-6) which Šamaš-bāni son of Ilšu-ibbišu had bought from Sîn-iddinam son of Būr-Sîn: (7-9) Rībam-ilī son of Būr-Sîn redeemed the house of his father from Šamaš-bāni son of Ilšu-ibbišu. (10) He weighed out 1 mina of silver. (11) Its matter is completed, his heart

is satisfied. (12-15) In future one shall not make claim against another, they swore by Šamaš, Aja, Marduk and Ḫammurabi. (16) Before Sîn-erībam, (17) before Būr-Sîn, before Enki-mansum, (18) before Imgur-Akšak, sons of Silīlum, (19) before Narām-ilīšu, (20) before Luštamar-Sîn, (21) before Mupaḫḫirum son of Iddinja, (22) before Warad-Sîn, (23) before Erīb-Sîn, (24) before Ibni-Enlil the scribe. (25-26) Month 11, day 10, Ḫa 10.

Notes:
General: The appearance of a number of the witnesses (Sîn-erībam, and the sons of Silīlum) as judges in other texts is interesting. Even if they fulfilled this function in other settings at this time (Stol 2010, 266-267) it does not presuppose such a function here.
8: Cf. VS 9 216:12.
16: On this Sîn-erībam see Stol 2010, 269-270.
17: On Būr-Sîn son of Silīlum, and his brothers named here, see Stol 2010, 271-272.
24: For this scribe, Ibni-Enlil, see also CT 4 20c:15, TCL 1 60:24, VS 8 97/98:13, VS 9 165/166:24.

The one half sar property redeemed here originally belonged to Sîn-iddinam the son of Būr-Sîn. It presumably comprised (part of) his inheritance share, suggested also by the fact that at the time of BE 6/1 37 (Ḫa 10) his brother owns the adjoining property, and it is conceivable that the half sar portion reflected the division of a share of the house attributable to Sîn-iddinam. The location of property in the cloister (*gagûm*) is not the only connection between the family of Būr-Sîn and the temple of Šamaš, for their sister, Liqût-Aja-kallatim, was a *nadītum* (CT 47 39:14-15).

The time gap between this sale and the redemption is not known, although other attestations of Šamaš-bāni son of Ilšu-ibbišu (the buyer) and Sîn-iddinam son of Būr-Sîn are dated to Ḫammurabi so it may have been close in time. In fact, one of the other two attestations of Sîn-iddinam son of Būr-Sîn and brother of the redeemer here, Rībam-ilī, is found in CT 47 39:12, a property sale to their *nadītum* sister. The date is Ḫa 25, fifteen years after the redemption here and so the interchange between one brother selling and another redeeming cannot be explained by the death of Sîn-iddinam in the interim. Why then would Sîn-iddinam not have redeemed in Ḫa 10 the property he had originally sold? If the order of the brothers in CT 47 39, Rībam-ilī first and Sîn-iddinam second, reflects seniority, then it may be that Sîn-iddinam sold one half sar with the permission of his older brother but the redemption, which according to BE 6/1 37 consolidated the portion of *gagûm* property owned by Rībam-ilī, was recovering property as yet undivided. Regardless of the reasons for Sîn-iddinam not acting as redeemer, the text of BE 6/1 37:5-6 is careful to record the pre-history of the property: "(property) which Šamaš-bāni son of Ilšu-ibbišu had bought from Sîn-iddinam son of Būr-Sîn." The documenting of this earlier transaction history is akin to that witnessed in Nippur and on my understanding this linking description acts as a shorthand chain of transmission for the property. In this case it serves to clarify not only that the property had been subject to a past sale but that it had been sold by a family member of the redeemer. This is, of course, an inference, and the mere use of patronymics for each named party is no evidence of it. The description of the earlier sale does, however, when taken together with the other dossiers in this chapter, emerge as a scribal marker of redemption in Sippar and Babylon.

The other distinctive scribal marker, the redemption clause, is conventional,[360] although the silver that is apparently weighed out (l. 10), at one mina, seems improbably large as a sum even for a property within the cloister. We cannot know whether and what else lies beneath the figure. The *bīt*(é) *abišu* of l. 9 shows the paternal estate is not mere trope. This house in the cloister was family property, and Rībam-ilī in redeeming it is bringing it back within the family circle.

[360] No verb of sale accompanies the use of *paṭārum*.

2.6 Redemption by Awīl-Adad and chains of transmission

The text of MHET 868 is a badly damaged tablet recording the redemption of a three sar vacant plot (é-kislaḫ). It is not currently possible to unite this text to a known dossier, but though we lack archival context for the tablet, there are aspects of formulary recorded in the text that contribute to the wider picture of redemption in the propertied families of Sippar. I will discuss these features after presenting a new transliteration and translation of MHET 868.

MHET 868
Museum number: BM 97039
Acquisition number: 1902,10-11,93
Dimensions (cm): 9.0 x 4.9 x 2.0
Date: 24/X/Si 15
Plate V (photos), Plate VI (copy)

Transliteration:

Obv.	1	3 sar é-kislaḫ
	2	da é ^{d}amar-utu-*na-ṣi-i*[*r* …]
	3	*ù* da é ^{d}ma[r-tu-...]
	4	sag-bi é *a-wi*-[…]
	5	egir-bi *ḫi-ri-tum*
	6	*ša u-bar-rum* ki lú-^{d}im
	7	*i-ša-mu*
	8	é ^{d}amar-utu-*na-ṣi-ir* [...]x
	9	ki ^{d}[amar-ut]u-*na-ṣi-*˹*ir*˺ *ù* […]
	10	lugal é-˹ke$_4$˺
	11	^{p}*a-wi-*˹*il-*^{d}˺im dumu *ma***-an**-x[…]
	12	in-du$_8$ *a-na ip-ṭ*[*e*$_4$]-[*r*]*i-š*[*u*]
	13	˹šám*˺-til*[-la-bi]-[š]è*
	14	[x+]4 gín k[ù-babbar] in-[na-an-lá]
Lo.E.	15	[(*1 line lost*)]
	16	inim nu-g[á-gá-a]
Rev.	17	mu ^{d}amar-[utu] [^{d}utu]
	18	*ù sa-a*[*m-su-i-lu-na* lugal]
	19	in-[pàd …]
		(*c. 7 lines lost*)
	1’	igi […]
	2’	igi *nu***-ú*[*r**-…]
U.E.	3’	igi dumu-^{d}nin-tu dumu ˹x x˺
	4’	igi *e-tel-pí-*^{d}amar-utu dub-sar
	5’	iti ab-è-a u$_4$-24-˹kam˺
L.E.		mu *sa-am-su***-i-lu-na* lugal-e
		bàd ì-s[i-in-na^{ki}]

Translation:
(1) A three sar vacant house, (2) beside the house of Marduk-nāṣir (3) and beside the house of …. (4) Its front, the house of Awī[l-…], (5) its rear, a canal, (6-7) which Ubārum had bought from Awīl-Adad. (8) The house of Marduk-nāṣir …. (9-10) from Marduk-

nāṣir and […], the owner(s) of the house, (11-12) Awīl-Adad son of Mann[…] redeemed; as its redemption money (13-14) [as its] full [price] [he weighed out] [x+]4 shekels of silver …. (15-19)[In future] (t)he(y) shall not make claim, (t)he(y) [swore] by Marduk, [Šamaš] and Sam[su-iluna the king] (1') Before [..], (2') before Nūr-[..], (3') before Mār-Nintu son of …, (4') before Etel-pī-Marduk the scribe, (5') month 10, day 24, (L.E.) the year Samsu-iluna the king, the fortress of Isin(=Si 15).

Notes:
The tablet is badly damaged, most notably the reverse has almost completely broken off, but fragments have had to be glued on the obverse also. A section of the top right of the obverse of the tablet is lost; there is also damage to the last line of the obverse and the lower edge.
2: It appears that this neighbour, Marduk-nāṣir (l. 2), is the same person as ll. 8-9, from whom Awīl-Adad redeems.
6-7: See the commentary below on the identification of Lu-Iškur.
13: The full price clause is restored as it would be expected here, and the second sign, til, is secure.
14: Dekiere's ˹8?˺ gín is possible. The traces require a number higher than four.

The text itself provides a form of chain of transmission for the property. It is also possible that this represents a complete chain from the point of sale until redemption. First, there is the record in ll. 6-7 of a purchase by Ubārum from Lu-Iškur (=Awīl-Adad). Assuming the seller is the same person as the redeemer, Awīl-Adad, then this transaction can be seen as the point when the property left the family estate. The apparently missing link is between Ubārum, the purchaser, and the ultimate seller in our text, Marduk-nāṣir. Even though we do not know the nature of the connection, if any, between Ubārum and Marduk-nāṣir, and whether the break at the end of l. 9 hides a second seller, it appears that Ubārum sold in turn to Marduk-nāṣir. It may have been considered unnecessary to also describe the last transaction here because Marduk-nāṣir is explicitly named, in keeping with sale formulary at this time, as the existing owner of the property (l. 8, 10). If this reconstruction of the chain of transmission is correct, it is a slight variation on the 'penultimate transfer' seen in Nippur at this time, for here it is the initial sale (by Awīl-Adad) not the last sale that is recorded. It is also notable that the one from whom Awīl-Adad redeems, Marduk-nāṣir, is also a neighbour. Again, at the very least, this speaks for redemption from a trusted counterparty. I will return to this in 2.11 below.

Although the verb of redemption is usually written syllabically in Sippar, Sumerian in-du$_8$ is found here. The seller, Marduk-nāṣir, is described as the (existing) owner of the property (ll. 8-10). This is not peculiar and is conventional for sale formulary in Sippar (and elsewhere) at this time. More striking is the use of *ipṭerum* (*a-na ip-ṭ*[*e*$_4$]-[*r*]*i-š*[*u*]) in l. 12 to describe the redemption money of the property. A "full-price" clause can plausibly be restored for l. 13. However, I only know of two examples outside of OB Susa[361] of the use of *ipṭi/erum* to refer to the redemption price explicitly in connection with the redemption of real property. One is the text from Babylon reported in MDOG 38, p.8, which Koldewey reported as bearing a year name of Ammi-ditāna. Farber based his transliteration on the photograph of the obverse presented in MDOG 38. The relevant lines there (17-19) read: é *a-bi-šu ip-ṭú-ur* / *a-na ip-ṭe*$_4$*-er* é *a-bi-š*{*u*} / 5 ½ gín kù-babbar in-na-a{n-lá}. The other is the Isin text JCS 31 3 (Damiq-ilīšu 9) (ARCHIBAB T2830). Usually this lexeme, *ipṭi/erum*, is

[361] See the Susa references in CAD I s.v. *ipṭirū*, meaning 1a.

used to refer to ransom payments to secure the release of persons, or in contexts where claims are being settled which may also have redemption of persons in the background.[362]

[362] E.g. BM 80107(T), BM 80108 (C), an edition of which is presented in 5.6.

2.7 Trusted networks, acquired property and redemption in the Nūrum family

The redemption text of CT 2 13, dated to Si 16, does not form part of a known dossier but records more than simply the redemption of the 7 iku field by Saqqum son (or grandson) of Nūrum. It records an intriguing pre-history that illustrates the importance of a trusted network in holding the property prior to its ultimate redemption. The discussion is preceded by the following transliteration and translation.

CT 2 13
Museum number: BM 78342
Acquisition number: Bu. 88-5-12, 225
Dimensions (cm): 8.5 x 5.0 x 2.6
Date: 27/X/Si 16
The tablet has deteriorated in places since it was first copied. No new copy is provided. Where collation confirmed as correct the sign copied by Pinches but followed in his copy by a "(?)", this is marked in the transliteration with {(*)}. Where collation has led to a different reading from the copy, this is signalled in the normal way with an asterisk without parentheses {*}.

Obv.	1	7 iku(*) a-šà *i-na šu-ut* sipa
	2	*i-ta* a-šà d*a-a-ku-zu-ub-ma-tim*(*)
	3	dumu-munus *nu-úr-ì-lí-šu*
	4	*ù i-ta* a-šà *a-ma-at*-dingir
	5	dumu-munus den-zu-*pu-uṭ-ra-am*
	6	*ša* ki géme-dutu dumu-munus den-zu-*še-me-e*
	7	p*be-el-ta-ni* dumu-munus *nu-rum*
	8	*i-ša-mu*
	9	ki *e-ri-ib*-den-zu dumu den-zu-*i-qí*(*)-*ša-*ʳ*am*(*)ˀ
	10	pdingir-ʳ*ḫa-bil*ˀ pden-zu-*ma-gir**
	11	dumu-me *pir-ša-ḫu*!*-um*
	12	p*na-ra-am-ì-lí-šu*
Lo.E.	13	pdutu-*ba-ni* dumu-me dšeš-ki(*)-ma-an-[sum]
	14	*ù* d*a-a-ri-im-ti*!(*)-*i*(*)-*la*(*)-BA(*)
Rev.	15	dumu-munus den-zu-*na-ṣir*
	16	p*sa**-*aq-qum* dumu *nu-rum*
	17	2/3 ma-na kù-babbar *iš-qu-ul-šu-nu-ši-im-ma ši*(*)-*mu*(*)-ʳ*ú*?*ˀ
	18	a-šà é *a-bi-šu ip-ṭú-ur*
	19	u$_4$-kúr-šè lú-lú-ra inim nu-um-gá-gá-a(*)
	20	mu dutu d*a-a* damar-utu
	21	*ù sa-am-su-i-lu-na* lugal *it-mu-ú*
	22	igi *i-bi*-dnin-šubur
	23	igi *i-din*-dnin-šubur dumu-me *nu-úr-a-li-šu*
	24	igi sig-*an-nu-ni*-ʳ*tum*ˀ dumu *i-din*-d*ìr-ra*
	25	igi den-zu-*e-ri-ba-am* dumu *na-ra-am-ì-lí-šu*
	26	igi *ṣíl*(*)-*lí*(*)-dutu dumu dutu-til-la-ti!(text: NI)
	27	igi sig-*an-tum* dub-sar
U.E.	28	iti ab-è u$_4$-27-kam
	29	mu bàd an-da sá(*) ud-kib-nunki
	30	a ul(*)-e

Translation:
(1-5) 7 iku field in the "Those-of-the-herdsman" (irrigation district) beside the field of Aja-kuzub-mātim, daughter of Nūr-ilīšu and beside the field of Amat-ilim daughter of Sîn-puṭram (6-8) which Bēltani daughter of Nūrum had bought from Amat-Šamaš daughter of Sîn-šēme. (9-15) From Erīb-Sîn son of Sîn-iqīšam, Ilī-ḫabil, Sîn-māgir sons of Pirša'um, Narām-ilīšu, Šamaš-bāni sons of Nanna-mansum and Aja-rīmti-*ilāti* daughter of Sîn-nāṣir, (16-18) Saqqum son of Nūrum weighed out 2/3 mina of silver to them and (*for the full*) *price* he redeemed the field of the estate of his father. (19-21) In future, one shall not make claim against another, they swore by Šamaš, Aja, Marduk and Samsu-iluna the king. (22-27) Before Ibbi-Ilabrat, before Iddin-Ilabrat sons of Nūr-ališu before Ipqu-Annunītum son of Iddin-Erra, before Sîn-erībam son of Narām-ilīšu, before Ṣilli-Šamaš son of Šamaš-tillati, before Ipqu-Antum the scribe; (28-30) month 10, day 27, year: the wall of Sippar which touches the sky, to everlasting (=Si 16).

Notes:
1: For the locality of *šūt rē'im* see also MHET II/2 246:1 (é *ša šu-ut-*˹sipa˺^{ki}), MHET 881:6 (2 sar é *i-na šu-ut* sipa). Cf. *šūt ša Aja* (YOS 13 12:2, 22, 28, rev.6 (*ša Šallūrum*)), BE 6/1 83:3-4, MHET 496:3, 13 (with Akkadica 137, 26) and TLOB 6:1.
2: Aja-kuzub-mātim "Aja is the charm of the land" (see Stamm 1939, 227). The name is attested for a different person (d. Ṣilli-Akšak, MHET 378).
10: The traces fit ˹*ḫa-bil*˺, although because of a break are not as clear as on Pinches copy.
11: See CAD P, 414 *pirša'u* (also citing CT 4 17c:8).
14: Aja-rīmti-ilāti (?); see CAD R 359b.
16: Collation confirms the first sign of the name as *sa*. It is possible, as Schorr already thought (VAB 5, p.150, n.1) that the dumu may stand for "grandson" or "great-grandson" of Nūrum.
17: The three signs written at the end of the line in Pinches' copy, each uncertain for Pinches, were omitted in Schorr's transliteration (VAB 5 103, p. 151). Collation confirms *ši-mu* but the *ú* copied by Pinches is not (now) secure and is obscured on the tablet. The smaller size of the signs *ši-mu*, clearly squeezed at the end of the line, points to an afterthought by the scribe, and given its placement perhaps it was, as an apposition to the silver amount of l. 17, written as a shorthand for the full price clause.
22-23: The presence of the sons of Nūr-ālišu can be explained on account of the fact that their family property belonging to their sister (Aja-kuzub-mātim) adjoins that being redeemed. A son of Nūr-ālišu appears as a witness in broken context in OLA 21 95:58 (Si 22) (the copied trace of the second sign suggests Ibbi-ilabrat rather than his brother Iddin-Ilabrat, and this is supported by the caption of seal 2': [x]-*bi*-^{d}nin-šu[bur]/*nu-úr-a-li*-[*šu*]/[…] ^{d}nin[…]); other witnesses include Ipqu-Annunī[tum] (OLA 21 95:56), and another person whose patronym is preserved as Ṣilli-Šamaš (OLA 21 95:59). Ibbi-ilabrat son of Nūr-ališu appears also as witness in OLA 21 96:22' (Si 22), in company with an Ipqu-Annunītum (OLA 21 96:20'), and Annum-pîša son of Ṣilli-Šamaš (OLA 21 96:23'). In MHET 347 (Si 1), Ibbi-Ilabrat is found witnessing the sale (?) of several fields. Other references for apparently the same individual are CT 47 63: 58, seal 5 (Si 14) and, possibly, CT 47 65a:49' (Si 25).
29-30: For recensions of this year name see Horsnell 1999b, 2:202–3.

As with CT 45 62, to be discussed below, we lack important background that could shed light on some of the more striking features of CT 2 13. The text does not form part of a known dossier, and we lack independent evidence of the transactions that took place prior to this redemption, which can be inferred from the pre-history given in ll. 6-15. Despite these gaps in our knowledge, by means of the text and a process of reconstruction, we can still glimpse important aspects of the redemption process.

Following the description of the property's location, we are informed that it was subject to an earlier purchase (ll. 6-8):

ša ki géme-^{d}utu dumu-munus ^{d}en-zu-*še-me-e* / ^{p}*be-el-ta-ni* dumu-munus *nu-rum* / *i-ša-mu*
"which Bēltani daughter of Nūrum had bought from Amat-Šamaš daughter of Sîn-šēme"

The patronym of Nūrum clearly joins Bēltani with the later redeemer, Saqqum "(grand?)son of Nūrum." However, taking lines 6-8 at face value it is not clear whether this was Nūrum family property before Bēltani's purchase. The most we can tell is that it was an inter-*nadītum* purchase, although if it was acquisition of property that hadn't previously been in the family, then it has implications for our understanding of the nature of the *bīt abim* in the subsequent redemption (see [2.10]).

A central difficulty is how to connect this earlier purchase by Bēltani with the fact of the property's possession by third parties from whom Saqqum ultimately redeems. Although ll. 6- 8 record an earlier entry or re-entry of family property into the orbit of the Nūrum family, in light of which the redemption by Saqqum is readily understandable, there is an intervening step that we are not told about but left to infer. Between the earlier purchase by Bēltani and the later redemption by Saqqum the property came to be held (jointly?) by six persons, or four 'groups' if we take the two sets of sons as one 'group,' as follows.

Transferring parties	Redeeming party
Erīb-Sîn son of Sîn-iqīšam	Saqqum son of Nūrum
Ilī-ḫabil, Sîn-māgir, sons of Pirša'um	
Narām-ilīšu, Šamaš-bāni sons of Nanna-mansum	
Aja-rīmti-*ilāti* daughter of Sîn-nāṣir	

Based on texts currently known, it is not possible to tie the transferring parties to either Bēltani, Saqqum or another member of the Nūrum family, nor do we know how much time elapsed from Bēltani's purchase until Saqqum's redemption, and whether a generation passed between them. Even if the transferring parties did share a family relation – between themselves or with the Nūrum family – it is striking that, prior to redemption, and with the property subject to an underlying right of redemption, it was held explicitly by groups of persons. This points to a trusted network relied upon by the Nūrum family, one which mediated the property from one member of the Nūrum family, Bēltani, to another, Saqqum (see 2.11).

It remains to discuss aspects of the language and clause order of ll. 9-18 of the text. I have discussed the text so far on the basis that the preposition ki(*itti*) of l. 9, introducing the parties listed in ll.9 -15, is grammatically and semantically to be related to the verb of redemption in l. 18 (*ipṭur*). In short, that Saqqum redeemed this property *from* these listed parties. However, this needs some justification for a verb of payment interposes (l. 17: *išqulšunūšim-ma*), and it assumes that the redemption clause can be collocated with ki(*itti*) in the same manner as a verb of sale. Taking the latter point first, support for the construction ki PN + verb of redemption can be found in MHET 868 (ll. 9-12). We can find further support by moving outside the locality of Sippar, to Nippur, where the corpus of redemption texts reflects comparable formulaic

order even if written in Sumerian. The parallels there also help to account for the relationship between the verb of payment in CT 2 13 and the redemption formula.

From the corpus of Nippur texts, BE 6/2 64 (ll.7-12) has ki (+ PN1/2/3) followed by the redeeming party and the verb of redemption. Similarly, also BE 6/2 66. In both cases, the 'redemption clause' (garza é ad-da-ni in-du$_8$) is followed by: šám-til-la-bi-šè/ X gín kù-babbar in-na-an-lá. SAOC 44 84 could also join these two examples based on a plausible restoration of ki in line 6 of that text. Interesting is PBS 8/2: 138 where there is a slightly different order. Without any loss in meaning, the 'redemption clause' comes after the statement that the silver had been weighed out as the full price (the scribe co-ordinated the Sum. clauses explicitly with *–ma*). Arguably this is comparable to CT 2 13. On the question of the intervening signs at the end of l. 17 see the notes to the text above. However it is interpreted, the scribal addition stands somewhat apart and need not interrupt the co-ordination of the verb of payment and the redemption clause (*išqulšunūšim-ma*). Thus understood, the verb of redemption (*ipṭur*) is collocated with the ki(*itti*) of l. 9, and the position of the verb of payment, though coming before rather than after the redemption clause, can be compared to PBS 8/2 138 as a variant position that does not change the meaning. The added variation in CT 2 13 is the scribe's inclusion of *ši-mu-ú*?, perhaps in lieu of a full-price clause that was expected before the verb of payment.

Summarising, CT 2 13, dated to Samsu-iluna 16, bears witness to the availability of redemption of property also at this time in Sippar. It shows once again the familial nature of the right of redemption, reflected in the patronymic of Saqqum (dumu *Nūrum*), a patronymic shared with another (earlier?) member of the Nūrum family who previously held title to the property. Although the relationship of the Nūrum family to the intervening holders of the property remains elusive, the chain of transmission that is here recorded shows that neither the intervening transfer nor the fact of redemption by a different member of the Nūrum family threatened the underlying possibility, even right of redemption. Consistent with the textual tradition in other localities, the redemption clause was a key scribal marker, and in common with other local traditions, the text was modeled on the form of sale texts and in the understanding of the parties it is clear that it achieved nothing less than permanent alienation of the property by the sellers based on payment of the price by the redeemer.

2.8 Long paths of redemption: CT 45 62

In the case of the redemption text CT 45 62, we are fortunate to know something of the longevity and prominence of this family in OB Sippar. Based on this text, and others, important aspects of the family geneaology in particular were clarified by Voet and Van Lerberghe 1989, in which it was shown that the seal of Sîn-iddinam, servant of Ḫammurabi, and son of Nūratum (senior – see family tree below) remained in use for over 150 years. The seal was not only handed down from father to son but probably passed between brothers.[363] That the family should be situated in the upper-strata of Sippar society can be read not only from family members heading witness lists, at times before the overseer of the merchants and the judges, but also in the significant responsibility for the administration of the granary in Sippar that fell to family members, a responsibility that appears to have been assumed by Ibni-Sîn son of Sîn-iddinam from his brother Ipqu-Annunītum somewhere between Ammiṣaduqa's 7th and 9th regnal year.[364] The text of CT 45 62, whose date is lost, documents redemption with a unique background, to be explored following a transliteration and translation of the text and in part 2.11 in the context of discussing the *bīt abim*.

CT 45 62
Museum number: BM 78213
Acquisition number: Bu 88-5-12, 64
Dimensions (cm): 9.4+ x 5.6 x 2.7
Date: Aṣ (?)

Obv.	1	[*aš-šum* x x] *ša nu-ra-tum*
	2	[dumu *ip*]-*qú-an-nu-ni-tum*
	3	[x] x *ša nu-ra-tum*
	4	[*i-na* (a-gàr)] *pa*-[*ḫu*]-*ṣum*
	5	[*a-na* ^{d}en-zu-*i-din-n*]*am a-bi-šu-nu* dumu *nu-ra-tum*
	6	[x x x] *a-bu-šu i-na ba-al-ṭu-ti-šu*
	7	[*i-*]*zu-zu-šum*
	8	[...] íd ma ša?* -ne-e [(...)]
	9	[an]-ni* -ta 0.2.0 eše-e *ši-ma-at ip-qú-an-*ʳ*nu-ni*ˀ-ʳ*tum*ˀ
	10	[sa]g-bi-1-kam-ma-a 2 eše-e-*šu*
	11	sa[g-b]i-2-kam-ma-a 3 bùr-e *gu-ub-ba-tum*
	12	*nu*-[*ud-du*]-*un-ne-é ša ša-at-*^{d}*a-a* lukur ^{d}utu
	13	*a-bu* ^{d}en-zu-*i-din-nam*
	14	[ki *ip*]-*qú-an-nu-ni-tum* ^{p}dingir-*šu-ba-ni*
	15	[*ù i*]*b-ni-*^{d}en-zu dumu-meš ^{d}en-zu-*i-din-nam*
	16	dumu *nu-ra-tum*
	17	^{p}*nu-ra-tum* dumu *ip-qú-an-nu-ni-tum*
	18	*ki-ma* é *a-bi-šu ip-ṭú-u*[*r*]
Lo.E.	19	šám-til-la-bi-[šè]
Rev.	20	6 2/3 gín k[ù-babbar in-na-an-lá]
	21	šà-ga al-dug [x] […]
	22	inim-bi al-til u_4-[kúr-šè lú-lú-ra]
	23	inim nu-g[á-gá-a]

[363] Voet and Van Lerberghe 1989, 534.
[364] Voet and Van Lerberghe 1989, 533-534.

24 [mu] ^{d}utu ^{d}amar-utu *ù a*[*m-mi-ṣa-du-qá*] ?
25 in-pà-d[è-meš]
26 igi *gi-mil-*^{d}amar-utu di-ku$_5$ dumu *ṣíl-lí-*^{d}utu
27 igi [ur-^{d}]utu gala-maḫ *an-nu-ni-tum*
28 [...] [x] dumu ^{d}en-zu-*i-din-nam*
29 [...] [x dumu] *ip-*[*qú*]*-an-nu-ni-tum*
30 [...-N]I-^{d}utu
31 [...] x-ta
32 [...] dumu é-dub-ba-a

Translation:
(1-7) Concerning [..] of Nūratum, [son of I]pqu-Annunītum [..] of Nūratum [in the] Paḫuṣum [(irrigation district)], [which for Sîn-iddin]am their father, son of Nūratum, [Nūratum] his father had divided as an inheritance share during his lifetime; (8-11) [..], its upper (edge) the 2 eše purchased property of Ipqu-Annunītum, its one side a 2 eše *property*(?), its second side a 3 bur (property) (belonging to?) Gubbātum, the installation gift of Šāt-Aja, *nadītum* of Šamaš, (her) father (being) Sîn-iddinam; [from] Ipqu-Annunītum, Ilšu-bāni, and Ibni-Sîn sons of Sîn-iddinam the son of Nūratum, Nūratum son of Ipqu-Annunītum redeemed as his paternal estate; as its full price he weighed out 6 2/3 shekels of silver, he satisfied the(ir) heart, the matter is completed; in future one shall not make a claim against the other, they swore by Šamaš, Marduk and Am[mi-ṣaduqa]. Before Gimil-Marduk the judge, son of Ṣilli-Šamaš, before [Ur-]Utu chief dirge singer of Annunītum, [before ..] son of Sîn-iddinam, [..][son] of Ipqu-Annunītum, [before ..]-Šamaš, [before…], […] the secretary.

Notes:
The tablet is in poor condition, signs of exposure mean legibility of the signs is affected.
11: The signs *gu-ub-ba-tum* are confirmed upon collation.
12-13: Cf. OLA 21 43:2-3 where the barley is described as: šà gú-un a-šà a-gàr *pa-ḫu-ṣum*^{ki} / *nu-du-un-ne-e ša-at-*^{d}*a-a* dumu-munus [^{d}en-zu-*i-di*]*n-nam*; for Šāt-Aja also l. 8 (lo.e., with patronym) and kišib.
18: "he redeemed as (*kīma*) his father's estate." The use of *ki-ma* (coll.) is exceptional in a redemption formula, and its use may be triggered by the unusual background – the preceding description of transmission had not on its own made explicit that it was Nūratum's heritable estate.

CT 45 62, in the chain of transmission which it records, documents the history of a field in the Paḫuṣum irrigation district of Sippar that spans almost the entire geneaology of the Nūratum family (Fig. 9 below).

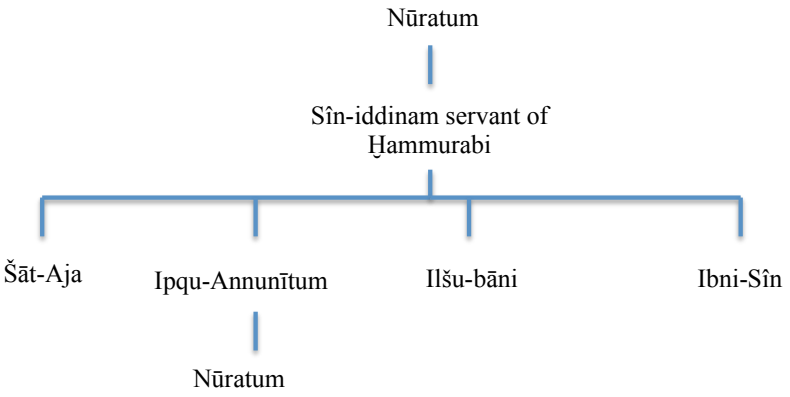


Figure 9: Nūratum family tree

Prior to its redemption by Nūratum (junior), son of Ipqu-Annunītum, the property's first recorded disposition was the assignment as an inheritance share to Sîn-iddinam by his father Nūratum (senior) (ll. 1-7), while the latter was still alive (l. 6). This should be the same property described in the broken l. 8, whose borders are described in ll. 9-11, and which is ultimately redeemed. Taking the apposition of l. 12 as relating to this same property,[365] we learn that the property assigned to Sîn-iddinam by his father Nūratum (senior) was given to his daughter, Šāt-Aja, as an installation gift upon entering service as a nadītum of Šamaš (l. 12). The text is careful to note her patronym as Sîn-iddinam (l. 13). We then need to explain the place and purpose of the listed brothers in ll. 14-15. They appear here apparently in the guise of sellers to Nūratum the redeemer.[366] Line 16 makes clear that their father, Sîn-iddinam is the son of Nūratum (senior). This provides a neat connection to the introduction of the redeemer in l. 17: Nūratum son of Ipqu-Annunītum. In his given name, he shares it with his great grandfather, and his own father, Ipqu-Annunītum son of Sîn-iddinam, is the first of the named brothers listed in the immediately preceding lines.

This pre-history triggers some important observations about redemption practice, and particularly the *bīt abim* which will be discussed more fully in 2.11 below, where I also seek to answer the question of why redemption was used here in the first place.

[365] I owe this suggestion to Caroline Waerzeggers, who pointed out that the installation gift would then have reverted to Šāt-Aja's brothers.
[366] The identification of the brothers in ll. 14-15 as sellers relies on a restoration of ki at the beginning of l. 14, for which there is room and which would satisfy the need for a counterparty, given that Nūratum satisfies someone's heart with a sale price (ll. 20-21). Alternatively, if only a Personenkeil is restored at the beginning of l. 14, then the brothers are simply listed to identify them as sons of Sîn-iddinam, but this leaves the question of who sold to Nūratum.

For this property, for all its long transmission history, never left the family circle and yet it reached the hands of Nūratum junior by means of redemption.

2.9 Archival evidence of redemption of property from Babylon

2.9.1 Introduction

The archival evidence from Babylon is limited. The two most relevant texts are VS 22 4 and MDOG 38 p.8 (hereafter MDOG 38, 8). VS 22 4 has been most recently edited in ARCHIBAB (T4853, L. Barberon), with corrections to the first edition.[367] Therefore, no transliteration or critical notes are presented here, only a translation for convenience in 2.9.2 as an aid to the following discussion.

The discovery of MDOG 38, 8 was first announced in a report sent by Koldewey from the excavation site at Babylon on 11 February 1908, a report appearing in MDOG 38, pp.5-10. A photograph of the obverse of the tablet was included on p.8 of that report (Fig.2) with the note: "Tablette aus 25 P_2, bei – 1,20 m mit Datierung Ammiditana's; links Petschaft-Abrollung." This photograph was the basis upon which Farber presented his transliteration of the text.[368] A transliteration and translation is included in 2.9.3 below, together with a short discussion. As Farber saw, VS 22 15 is connected.

2.9.2 VS 22 4

Translation:
(1) A 1 2/3 sar, 1 sheqel, built-up house (2) in the eastern part of NewTown,(3) at the bank of the Tutu-ḫegal canal, (4) beside the house of Ikšud-appašu (5) and beside the house of Ipqu-Tašmetum, (6) its front, Broad Street of the Orchard, (7) its rear, the house of Ipqu-Tašmetum, (8-9) house of Muḫaddîtum, *nadītum* of Marduk, daughter of Adad-šarrum: (10-11) from Muhaddîtu[m] and Ummi-abumuša, (12-13) Bēl-zērim-Marduk, son of Warad-ilīšu, (14-15) bought and redeemed the house of his father. (16-20) As its full price, he paid 1/3 mina and 3 and 1/4 (shekels) of silver and provided 1 1/2 shekels of silver (as) its additional fee. (21-24) In future, no one will make claim against the other, they swore by Marduk and Samsu-iluna the king.
(25-26) Before Ipqu-Bunene, son of Nanna-meDU; (27) before Marduk-naṣir, son of Lumur-ilī; (28) before Ipqu-Tašmetum, son of Adad-šarrum; (29-30) before Nabium-nāṣir, son of Sin-šamuḫ; (31-32) before Erīb-Dagan, son of Iṣi-qatar; before Nabium-mansum; before Marduk-bāni, son of Aḫi-šakim.
(35-37) Date 28 /XI/ Si 31.

Notes:
The tablet is considered by Wilcke as a "Quasi-hüllentafel" (Wilcke 1990, 297). Charpin also notes that the tablet appears as such but he also noted the lack of seal impressions where this would be expected (Charpin 1985, 274). The CDLI photo (P373326) confirms the absence of seal impressions but it is still hard to know how to judge this absence given the faultiness of the text generally (Charpin 1985, 274). More significant is Charpin's proposal that the text appears to have been a copy of a text made after the event (Charpin 1985, 274).
1: After the DIŠ, the photograph (P373326) shows traces of a third upright above the horizontal, hence the reading 1 2/3 sar rather than 1 1/3 sar.
2: See Charpin 1985, 266-268.

[367] Klengel AoF 10, 1983, p.9.
[368] Farber 1984, 71.

3: On the reading of this canal here, see Charpin 1985, 274 (referencing RGTC 3 p.311) and the edition in ARCHIBAB (T4853).
6: On the likely scribal misplacement of ḫé-gál, belonging instead to l. 3, see Charpin 1985, 274.
11: Alternatively read the patronym with Wilcke 1990, 297 as: *um-mi-a-bu-li*!
14: On the scribal omission of é, see Charpin 1985, 274.
19-20: *ù* 1 1/2 gín kù-babbar SI-BI-*šu* ˹*iš*˺*-ku-un*
25: The reading is based on the emendation: *ip-qu-*<d*-bu*>*-ne-ne*
26: See Charpin 1985, 277.

The following observations can be made. In terms of formulary, the text, which may in view of the scribal errors be a subsequent copy,[369] conforms closely to contemporary forms for sale. As in comparable sale texts from this time, for movable and immovable property, the seller is designated as owner (ll. 8-9). The verbs of sale and redemption are here co-ordinated (ll. 14-15). The text offers the earliest exemplar of the SI-BI fee.[370] Without the earlier title deeds, it is not possible to comment on what relationship the price of 23 ¼ shekels bore to the original sale price. The question of whether it is a "Quasi-hüllentafel", a matter that has been raised in the literature, is a relevant part of the diplomatic treatment of this redemption text. Voet and Van Lerberghe noted that such tablets could be made out on the same day as a parallel sale contract and in the dossier studied by them they commented: "[t]he reason that two tablets had to be made out instead of one is certainly related to the fact that most of the "Quasi-Hüllentafeln" mention that the original documents (the titles of ownership) are missing, which could lead to later litigations concerning legal ownership."[371] That many exemplars of "Quasi-Hüllentafeln" give detailed attention to the pre-history of the property involved fits well with this. However, the uncertainty about whether VS 22 4 can be considered a "Quasi-Hüllentafel"[372] means there is no firm evidence that this special category of tablet was ever used in a redemption context, even if the redemption texts from Sippar, Babylon and Nippur document previous transactions of the property.

2.9.3 MDOG 38 p.8

Bibliography: MDOG 38 p.8; VS 22 (introduction) (Farber 1984, transliteration, discussion and notes); (Pedersén 2005, 39, with fig. 10 (photo of obverse))

Transliteration:

Obv.
1 1/3 sar é kislaḫ šà? x{x-x x?}
2 šà uru-gibil dutu-è
3 da é *na-ka-*˹*rum*˺ [du]mu *ib-ni-*{damar-utu}
4 *ù* da é *ì-lí-ma-lu-lim* {. . .?}
5 sag-bi sila egir-bi é *ì-*{lí-*e-ra-aḫ*?}
6 é *gur-ru-du-um* dumu dutu-x{x-. . .}

[369] Charpin 1985, 274.
[370] Wilcke 1990, 297.
[371] Voet and Van Lerberghe 1991, 3.
[372] Charpin 1985, 274.

7 *a-bi ì-lí-ma-lu-li{m}*
8 *ša ib-ni-*[d]amar-utu dumu *nu*-x{x-. . .}
9 *i-na* mu *sa-am-su-i-lu-na* lu{gal-e}
10 ús-sa ús-sa-bi á-á{g-gá}
11 *i-ša-mu*
12 é *na-ka-rum* dumu *ib-ni-*{[d]amar-utu}
13 ki *na-ka-rum* dumu *ib-ni-*{[d]amar-utu}
14 *be-el* é
15 [p]*ì-lí-ma-lu-lim* dumu *gur-ru-*{*du-um*}
16 é *a-bi-šu ip-ṭú-ur*
17 *a-na ip-ṭe*$_4$*-er* é *a-bi-š*{*u*}
18 5 ½ gín kù-babbar in-na-a{n-lá}
19 {*ù* igi-x}-gál kù-babbar si-bi

Translation:
(1) 1/3 sar vacant plot *in* {…}, (2) in the eastern part of NewTown, (3) beside the house of Nakarum, son of Ibni-Marduk, (4) and beside the house of Ilī-ma-lulīm{…}, (5) its front side the street, its rear side the house of I{lī-eraḫ?}, (6) the house of Gurrudum son of Šamaš-.{…}, (7) the father of Ilī-ma-lulī{m}, (8-11) which Ibni-Marduk son of Nu{…} had bought in Samsu-iluna 30; (12-14) the house of Nakarum son of Ibni-{Marduk}, from Nakarum son of Ibni-{Marduk}, the owner of the house, Ilī-ma-lulīm son of Gurru{dum} redeemed his paternal estate, as the redemption money of his paternal estate he weigh{ed out} 5 ½ shekels of silver and [placed …] silver (as) SI-BI payment.

Notes:
4,7,15: On the name *ì-lí-ma-lu-lim* see von Soden OLZ 81 (1986) 247 ad VAS 22 p.12, Index "Mein Gott ist ein Hirsch"; note also VAS 22 16:21 and Stol 1973, 219 ad YOS 13 40 6:6.
6: This Gurrudum is not the same person as Gurrudum in VS 22 15, but he does belong to the same family (Farber 1984, 73). Farber gives two possible explanations, the better one being that the Gurrudum of VS 22 15 is the grandson of the Gurrudum in MDOG 38, 8 (Farber 1984, 73).

There are several notable features to this text: (1) the property description, (2) the length of time that the property stayed within the Ibni-Marduk line, (3) chains of transmission and ll. 8-11, and (4) changing formulary. I take each in turn.

The property description

We learn from the description of the property that one of its adjoining neighbours was Nakarum son of Ibni-Marduk, the person from whom the property is redeemed. We know that Ibni-Marduk, the father of Nakarum was the person who had bought the property (subject to a right of redemption). So, the family property was sold to and redeemed from a neighbour (albeit it had passed down one generation in the meantime). The choice to sell to a neighbour may have multiple motivations. It may have suited both parties. For Ibni-Marduk it ensured an outsider did not acquire an adjoining plot and allowed for plot consolidation – even if on a temporary basis. One can suppose a relationship of trust with the neighbour. A more secure link between them I cannot find.

Another part of the property description is notable. Lines 6-7 read: "house of Gurrudum, son of Šamaš-…, father of Ilī-ma-lulī[m]". The apposition, making explicit that Ilī-ma-lulīm was the son of Gurrudum, may have been thought necessary because the property was still designated with Gurrudum's name (*bīt*(é) Gurrudum (l. 6). Given that Ilī-ma-lulīm was about to exercise the right to redeem his paternal estate, the apposition of l. 7 also supported his credentials to do so: he was the son of Gurrudum.

The possession of the property within the Ibni-Marduk line

Combining the report by Koldewey that the tablet bears a year name of Ammi-ditāna[373] with the text's statement that the property entered into Ibni-Marduk's possession in Si 30,[374] means that this property stayed within Ibni-Marduk's line and outside of Gurrudum's for a minimum of c.36 years. By the time it came to be redeemed, the property – and the right of redemption – had passed down one generation. It was redeemed from Ibni-Marduk's son by Gurrudum's son. This illustrates in Babylon at this time a feature that was also seen in Sippar, e.g. in the Šallūrtum and Namija file, and in CT 45 62 that the right to redeem could easily survive the passing of the original buying and selling generation. It fits with the understanding that the right was passed along conventional inheritance lines, whereby an heir of the original seller could exercise the right to redeem.

Chains of transmission and lines 8-11

Although the archival evidence for redemption of property in Babylon is limited, lines 8-11 show evidence that can be compared to archival texts from other localities whereby the redemption text itself contained a short 'chain of transmission' documenting a previous transfer of the property. This was discussed in chapter 1 in the context of the comparable scribal phenomenon in Nippur archives concentrated in Samsu-iluna's reign. However, for now, we can see that this chain of transmission, combined with the (conventional) description of the seller as owner (ll. 12, 14), connected by patronym to the original buyer Ibni-Marduk, establishes the chain of the property's transmission, and is included within the same document that would evidence the redeemer's title to the property upon redemption.

Variant formulary

The formulary of this text, in keeping with its date, reflects innovations of formulary that affected other sale texts in and beyond Babylon. The SI-BI payment is one example, as is the appositional statement of the seller as owner of the property. Specific to redemption formulary, the mention of *ipṭirum* "redemption money" in l. 17 (*a-na ip-ṭe$_4$-er* é *a-bi-š*{*u*}) is uncommon in redemption of real estate,[375] and the evidence not enough to know whether it was part of a wider change in how redemption was recorded.

[373] MDOG 38, 8.
[374] Lines 9-10.
[375] Outside of OB Susa, cf. MHET II/6 868:12 (Sippar, Si 15), and JCS 31 3 (Isin, Damiq-ilīšu 9). See also comments of Farber 1984, 72.

2.10 From the archives of Ṣilli-Eštar of Kutalla: TS 45

The text TS 45 (+45a)[376] records a redemption text that stems from the archives of Ṣilli-Ištar. This text was fully edited, and its archival context thoroughly discussed in Charpin 1980. Not only does it witness to the right of redemption in Kutalla during the time of Ḫammurabi but informs us about the practice of redemption. In this part I summarise the background to the redemption (see esp. Charpin 1980,103-105) and its wider implications. The text first describes the properties exchanged as part of an earlier exchange transaction in TS 40,[377] two ½ parcels of property, one a built-up house, one a vacant plot,[378] which were equivalent in value to a 1 sar vacant plot which Ipqu-Sîn had bought from the sons of Sîn-asûm and had given to Ṣilli-Ištar in exchange. It then documents that Ṣilli-Ištar together with his brother Awīl-ilī purchased the two ½ sar plots from Ipqu-Sîn son of Nanna-mansi, weighed out 5 shekels of silver as the full price, and in doing so, they redeemed their father's estate (T22: é ad-da-a-ni-ta in-du$_8$; C22: é ad-da-ni in-du$_8$-meš). By means of reconstructing the prior transactions, in particular the exchange documented in TS 40, Charpin carefully addressed the question of what property was actually being redeemed. The property plots of Ṣilli-Ištar, labeled A-F in Charpin's schematic (1980, 104), included two plots that could with some certainty be identified as the plots exchanged in TS 40 and redeemed in TS 45 (plots B and D). The significance of this text and its archival background for understanding redemption practice is threefold: (1) redemption's proximity to but distinctiveness from purchase, (2) the importance of chains of transmission for redemption, and (3) the importance of trusted networks.

Firstly, as with other redemption texts studied in chapter 1 and this chapter, TS 45 was formally drafted as a purchase text. The redemption clause is a distinctive marker. Sometimes an explicit verb of sale is not included.[379] It is included in TS 45. Here the redemption clause itself follows rather than precedes the payment clause.[380] The observation that has been made earlier, that the redemption clause was a necessary part of signaling the distinctiveness of the transaction and the property being acquired, gains further traction in the context of the Kutalla texts studied by Charpin. His conclusions on the distinction between é and šám-kù as designations of property being transmitted, as marking heritable and acquired property (1980, 180-181) shows a consciousness in the local tradition of the time to distinguish property that had been purchased versus that which belonged residually to a person's patrimony. It would then be natural to expect this to be accompanied in the redemption text itself in the form of the redemption formula. Secondly, the text and background to TS 45 shows how the redemption transaction could be protected in a manner akin to sale by the handing over of title deeds. Charpin accounted for the presence of two examples of the same exchange text in Ṣilli-Ištar's archives (TS 40

[376] The tablet (TS 45) is dated to -/VIII/Ḫa 37, the case (TS 45a) one year later to -/VIII/Ḫa 38. On this difference see Charpin 1980, 154, and the interesting parallels between TS 45a and TS 47 (Charpin 1980, 107).
[377] Charpin 1980, 103. On TS 40(+a) see Charpin 1980, 99-101 (translation and discussion), and 227-228 (transliteration).
[378] The plots described as é-dù-a (l. 1) and kislaḫ (l.4) are in the same text described as é *ù* gá-nun (l. 15). On this and the alternation between kislaḫ and gá-nun between tablet and case see Charpin 1980, 103, 164.
[379] E.g. BE 6/1 37.
[380] Cf. e.g. MHET II/6 868.

and TS 41) in this way. TS 41, as the title deed of Ipqu-Sîn following the exchange of described in ll. 1-14 of TS 45, would be handed over at the time of TS 45. By Ipqu-Sîn handing over his copy of the exchange text, this worked to secure the position and title of Ṣilli-Ištar for, as regards Ipqu-Sîn, "[n]e possédant plus cet acte, il lui est dorénavant impossible de contester à Ṣilli-Eštar la possession des deux terrains que celui-ci a rachetés."[381] One might also add that the redemption text itself was careful to document within its terms the description of this previous exchange (ll. 1-14) and can be compared to the documenting of previous transfer seen in the archives from Nippur and of propertied families.

Thirdly, the case of TS 45, thanks to the thorough reconstruction in Charpin 1980 of the connected parties in Ṣilli-Ištar archives, shows how trusted counterparties played a crucial role in maintaining the right of redemption of the paternal estate. There were strong personal connections between Ipqu-Sîn the person with whom Ṣilli-Ištar had exchanged in TS 40 and from whom he redeemed in TS 45. Ipqu-Sîn held neighbouring property (see also Charpin 1980, 105 and on the connections between Ipqu-Sîn and the sons of Ilī-sukkallum see Charpin 1980, 97, with the relevant texts discussed 98-108). The sons of Pirḫum also feature in the pre-history of the redeemed property (Charpin 1980, 104), and are also connected to Ṣilli-Ištar (Charpin 1980, 90-94). These strong social connections, coupled with the careful distinction between acquired and patrimonial property show that redemption was not only available as a right but relied upon connected parties from whom one could buy and sell without removing the underlying patrimonial status of the property.[382]

2.11 Conclusion and synthesis: redemption formula, the paternal estate and trusted networks

The most consistent and obvious marker of the redemption texts studied in chapters 1 and 2 is the redemption formula itself: "he redeemed [the prebend/field/house of] his father's estate." The structure of the formula is consistent and the variations in writing are all within a narrow range. The verb *paṭārum* (du_8) is used with the technical meaning "redeem" (see the dictionaries s.v.). With one exception (MHET 868), it takes as object the noun phrase with stereotyped pronominal suffix *bīt abišu* (é ad-da-ni (var: ad-da-na[383])).[384] In the exception of MHET 868, which has in-du_8 with the logical object being the property earlier described (e-kislaḫ) in ll. 1-8 but without the designation é ad-da-ni, no meaning is lost. The phraseology in this text differs in minor respects from the other Sippar redemption texts in its use of in-du_8 and the phrase *ana ipṭerišu* "as its redemption money". The use of *kīma* in CT 45 62 (*kīma bīt*(é) *abišu ipṭu*[*r*] (l. 18) "he redeemed as his father's estate") is exceptional.

[381] Charpin 1980, 104-105.
[382] There remains a curious feature to the redemption in TS 45. Based on the understanding that parcel D which was also being redeemed had previously been purchased from the sons of Pirḫum according to TS 43:2-3, Charpin concluded that Ṣilli-Ištar's right to redeem parcel D appears to lack a foundation (Charpin 1980, 104). This presupposes the distinction that seems to have been current in Kutalla at the time to distinguish between purchased and patrimonial property (Charpin 1980, 180-181). I cannot resolve this.
[383] BE 6/2 66; BE 6/2 64; ARN 92, 97 (and to be restored in ARN 95 (same scribe)).
[384] Note the use of *paṭārum* alone without expressing *bīt abišu* when the redemption transaction is described in narrative terms (MHET II/1 41:10-12; CT 45 3:7-9).

This object noun phrase can also include the property type redeemed (garza$_{(2)}$ / a-šà / é), "prebend/field/house of his father's estate"[385] but not specifying further the subtype (e.g. é kislaḫ). The variation between Sumerian and Akkadian (expectedly only Sum. in Nippur (also YOS 14 343 (Uruk?)) can also be found between tablet and case, see DCS 97, T10: é ad-da-ni *ip-*[*ṭù-ur*]; C10: *bi-it a-bi-šu ip-ṭ*[*ù-ur*]. On the more unusual use of *ipṭirum* "redemption money" in the context of redemption of property see 2.6.

It is notable that this phrase, rendered here as "paternal estate," was consistently retained by scribes in the texts already studied. It does not seem on current knowledge that there was any written signal of redeemability, when the property was first sold outside the family circle. The format of a conventional sale seems to have been enough at that point at least. Here, I wish to probe beyond the formulary, the variants of which have been noted in treating the texts, and explore the social reality that lay behind the noun phrase *bīt abim* / é ad-da in the context of redemption. This discussion of *bīt abim* is a restricted study on several counts. It is a vast topic and more even than legal texts are needed to uncover the layers of social meaning and power that also gave it motive force in the legal texts. Even within the corpus of legal texts, only redemption texts (and their dossiers) are in view here, whereas the world of inheritance practice more broadly is the natural context in which to explore it. Despite the limits, the redemption texts shed important light on the institution of the *bīt abim* in this period. First, and most obviously in the texts, the paternal estate here corresponds to a portion of property. The property could be the 'intangible' asset of a prebendary office (sometimes attached to subsistence land), house, or field. More precisely, it corresponded to heritable property. This is reflected in three ways: the family affiliation between redeemer and original seller revealed by many of the texts, the earlier transmission of redeemed property by means of family inheritance, and the apparent distinction between 'purchased' and 'patrimonial' property.

Family affiliation was somewhat harder to discern in the dossiers from OB Nippur (chapter 1). This was because of several interim transfers of the property, but without the original sale text, the connection between original seller and redeemer was obscured. Yet, the importance of family affiliation was glimpsed in the Damu-iddinam redemption (OIMA 1 48) where his affiliation to the Aba-kala branch of the Ninlil-zigu family, from where the property had been sold, was crucial. The family connection between original seller and redeemer emerged more clearly in the material from Sippar (and MDOG 38 p. 8 (Babylon)). The patronym of Būr-Sîn in BE 6/1 37 showed the seller and redeemer to be brothers. From the dossier of Amat-Šamaš (MHET II/1 41), we clearly see that Šallūrtum redeemed a field that had been sold by her father, Išme-ilum. Yet these family connections make best sense in light of another feature of the texts: the *bīt abim* was heritable property. Thus Šallūrtum's redemption of her father's field (MHET II/1 41) comprised his inheritance share that Šallūrtum in her own turn could testate to Amat-Šamaš (MHET II/1 89). This explains the contesting of the redeemed property in MHET II/1 41 and CT 45 3, the claims were brought by would-be heirs of the property already redeemed. The definition of the paternal estate as heritable property is illustrated well by CT 45 62 where the transmission of the property down three generations, from Nūratum senior to Nūratum junior, his great-grandson, is shown to follow conventional paths of

[385] Construct chain rather than with *bīt abišu* in apposition.

inheritance. The ultimate redemption by Nūratum of the paternal estate involved him acquiring family property that he was entitled to receive as an inheritance. This is important for our reading of redemption one or more generations after the original sale. From the perspective of the redeeming family, there is no reason to assume that a right to redeem property rested on anything other than a right to inherit.

The text of CT 45 62 also appears to break the mould of conventional redemption. Based on the history of the property transmitted, it never appeared to leave the family circle and so it ought to be asked why redemption was the necessary means by which Nūratum should acquire it. The long transmission of this property (field) is illustrated in Fig. 10 below. Four stages in the transmission can be observed. The first two are straightforward. (1) Nūratum in his lifetime testated the field to Sîn-iddinam as his inheritance share. (2) Sîn-iddinam gave it to his daughter as an installation gift upon her entry into service as a *nadītum* of Šamaš. This step is important for what follows. When family property was transferred to women in Sippar at this time, the designation of a *Nacherbe* was not uncommon. As Suurmeijer notes, this designation was aimed at eventually returning the property to the male line of descent in the family."[386] We do not know if the installation gift from Sîn-iddinam to Šāt-Aja named her brothers as *Nacherbe* but the apparent reversion of the property, or their entitlement to it, is the best explanation for their appearance prior to the description of redemption, hence stage (3) must have entailed a reverting of the property. The redemption in (4) is then employed because the gift to Šāt-Aja, though not taking the property outside the family circle strictly speaking, does remove it from the male line of inheritance. Perhaps at the time of redemption in CT 45 62, Nūratum asserts his interest in the property given that his father Ipqu-Annunītum (first named and eldest brother) and his brothers had a residual interest as *Nacherbe*. If we assume that the brothers are not named as sellers but in their capacity as *Nacherbe*, then Ipqu-Annunītum is also deceased at the time of redemption which would make sense of his son's redemption of the property. This last scenario would leave the seller not explicitly identified unless we think of Šāt-Aja or any living uncles of Nūratum, namely Ilšu-bāni or Ibni-Sîn but then the payment of a sale price to family members for heritable property has to be explained.

[386] Suurmeijer 2014 1, 506.

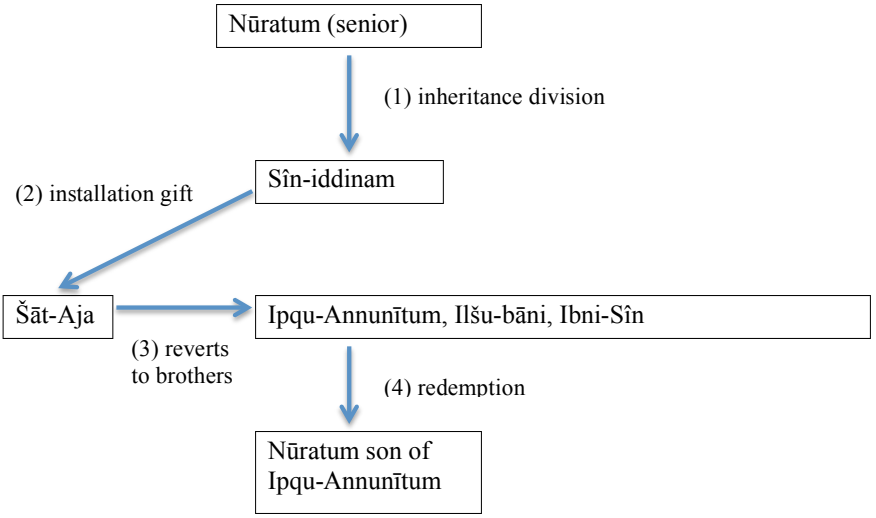


Figure 10: Reconstructing the steps in CT 45 62

Steps (3) and step (4), as reconstructed above, invite wider comparison with how the *bīt abim* could function. In certain circumstances, it can be seen that the *bīt abim* had a strong 'reversionary' pull back to the male line of the family where arrangements meant that a portion of the estate had travelled outside the immediate male heirs by means of a sister or mother's marriage or installation as *nadītum* where a *Nacherbe* was commonly appointed (Suurmeijer 2014). In the former case, this can include moveables belonging to the paternal estate, as illustrated by BAP 100 and TIM 4 34, cases that show some similarities to each other. In BAP 100 (Si 5) three sons of a deceased man, Namijatum, bring a claim against their mother Yašuḫātum. The oath which she must undergo involves swearing that there were no moveables of their(=sons) father's estate (*numāt bīt abišunu*) in her possession.[387] In TIM 4 34 (Kuduzuluš), the background of a second marriage and the alleged carrying off of possessions into that marriage arrangement lies behind the claim of the sons. The second husband is the defendant and the sons' claim concerns the alleged earlier actions of their mother: "You (second husband) married Būrtum, and she brought possessions belonging to our father's estate (*bāšīt bīt*(é) *ab*[*īni*]) into your house."[388] These claims both allege the illegitimate taking of part of the paternal estate, and in that sense differ from CT 45 62, where the installation gift is entirely legitimate. In CT 45 62 the property follows known patterns of inheritance, and the brothers appear to have been *Nacherbe* or at least the reversion rested on such a right. The redemption there however shows both how the installation gift was perceived as a step outside the straightforward linear transfer of the estate by means of inheritance, and also the strong reversion and pull of heritable family property to the male line.

The understanding of *bīt abim* as heritable property spotlights not only the rights of individual heirs but the solidarity of family members in facilitating redemption. As

[387] Lines 14-15.
[388] Lines 5-7.

well as CT 45 62, where I assume that the living brothers of Šāt-Aja facilitate the redemption by Nūratum, the working of family members is also seen in DCS 97 edited and discussed in full by Charpin 1994,[389] in which a small ruin (é ki-šub-ba) is redeemed[390] and the interim holders can be established as family members. The scheme is reflected in Fig. 11 below, based on Charpin 1994, 212. Perhaps by analogy with CT 45 62, the transfer to the *nadītum* sister by a brother was perceived as taking the property outside the linear family line such that redemption by the seller's son was deemed appropriate but it is also logical given that the property had passed to the (adopted?) son of the *nadītum* in the meantime. It is clear in any event that the final redemption, and its underlying reversion to Ibni-Amurrum's heritable estate, and so to his son's inheritance, was maintained by means of family co-operation, first of Ibni-Amurrum's *nadītum* sister and then her son.

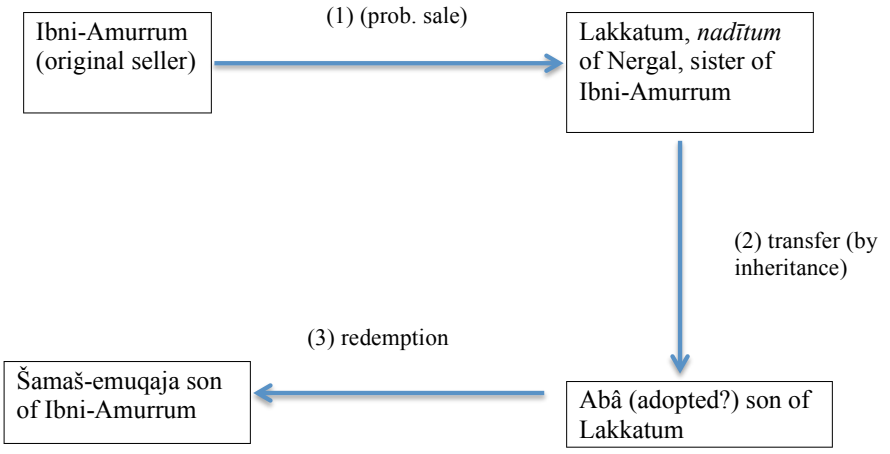


Figure 11: redemption process in DCS 97 (based on Charpin 1994)

A third feature of the *bīt abim* in the texts studied is the apparent native distinction made between 'purchased' and 'patrimonial' property when describing the transmission of property subject to a right to redemption. It was observed in the context of redemption in Nippur that the previous transfer was described in terms of purchase (ku-ta-sa$_{10}$ "purchased (property)") as distinct from the redemption formula employed to describe the acquisition by the redeemer (é ad-da-ni in-du$_8$). This was

[389] DCS 97 [=BNUS 395]; date: 24/XII/Si 11. As well as the edition in Charpin 1994, 209-214 (with copy DCS, 1981 (no.97)) see the updated notes on provenance in ARCHIBAB (T1): the Maškan-šāpir provenance is not completely certain, Larsa is possible, Nippur unlikely.

[390] The redemption formula varies between tablet and case: T10: é ad-da-ni *ip-*[*ṭù-ur*]; C10: *bi-it a-bi-šu ip-ṭ*[*ù-ur*].

paralleled in Kutalla where the habits of transmission of property included a distinction between é and šám-kù as patrimonial and purchased property (Charpin 1980, 180-181). This convention of distinguishing between purchased and patrimonial property therefore acted as a way of distinguishing the nature of the possessor's rights to the property.[391] They may have purchased it for value but the designation in these contexts as purchased property (*šīmātum*) signaled that the property was subject to an underlying right of redemption. Such a native distinction in the transmission process would then be an important way of safeguarding the right of redemption as the property passed into different hands and particularly outside the family circle.

While the discussion of the *bīt abim* has naturally focused on the family, also the family acting in solidarity, the importance of a trusted network was seen clearly in Nippur. There it was the strength of social networks among the priestly circles which presumably underpinned the interim transfers of prebends without threatening their later redemption by a family member of the original seller. In the dossiers of propertied families in this chapter, the element of a trusted network also finds expression. It is hardly a coincidence in the dossier of Amat-Šamaš that two brothers, sons of Ilī-ḫamad, who sold (part of) their inheritance shares outside the immediate family, sold to the same man: Āmur-Sîn. We have no evidence for an extended family relationship between Āmur-Sîn and these brothers but at least a strong social bond must be assumed, particularly given that an heir of one of the selling brothers was able to redeem property back from Āmur-Sîn, and from his wife, following Āmur-Sîn's death. This bond between the sons of Ilī-ḫamad and between Āmur-Sîn, whatever its precise nature, oversaw the sale and later redemption of two different pieces of property. Other evidence supports this. The phenomenon of selling to or redeeming from neighbours is relevant here. MDOG 38, 8 was illustrative. The property there was redeemed from a neighbor Nakarum, a connection that extended back a generation to the time of the original sale when Nakarum's father was the one who had bought the property. There was already a social connection between the selling (redeeming) family and the interim holding family, and the passage of a generation could sustain the residual right of the selling family where such a bond existed. An exceptional example of such a trusted network facilitating redemption came in the text of CT 2 13 when the redemption by Saqqum was made from six different persons. Their relationship to the redeeming family is obscure based on this tablet alone, but it shows that property subject to a right of the Nūrum family to redeem was held jointly before that time by a group of persons, before the final redemption. This points to the reality that redemption was an interdependent practice: it relied upon bonds of an intermediate trustworthy party, not always it seems part of the family circle.

[391] This would also explain a puzzle in the dossier of Šāt-Aja studied by DeJong Ellis 1997 and most recently by Suurmeijer 2014 1:284-293 in which text Si. 100 records a gift by Šamaš-tillassu and his sister Šāt-Aja to his daughter Tabni-Ningal and some of the property is designated as Šāt-Aja's share (ḫa-la, ll. 12, 14) and some as *šīmāt* Šamaš-tillassu (ll. 4, 5, 15). Suurmeijer notes that this latter designation was added to the only two items "that did *not* come from [Šāt-Aja's] inheritance, but were instead bought by Šāt-Aja's brother" (Suurmeijer 2014 1:290). It seems to me likely that the distinction between purchased and patrimonial or heritable property that found expression in redemption contexts is also in operation here.

3 The limits of redemption: pledge, sale and the perspectives of strong creditors

3.1 Introduction

In the process of archival reconstruction it emerges that redemption could reflect very different social realities. In chapters 1 and 2, although there were differences between the social contexts and the kinds of property redeemed, the dossiers of redeeming parties shared in common that they belonged to propertied persons or families. Even with the background of crisis in Nippur during Samsu-iluna's reign, it was possible in chapter 1 to see the potential for a trusted social network to allow assets to pass through different hands within the space of fifteen years and then be redeemed by the ultimate owner as part of their paternal estate. The closely dated nature of the archives meant that it was harder to trace redemption as part of longer range inheritance practices, although it could be inferred from the recovery of assets as part of the paternal, i.e. heritable, estate. But it was still possible within the short testing period to see the transfer of assets through different hands through to their ultimate redemption. Longer range transmission of property subject to redemption was more visible in chapter 2, where rights of inheritance clearly played an important part. Yet, the dossiers still reflected the interests and practice of the propertied classes of urban centres, focusing on Sippar and Babylon. In this chapter we encounter redemption in a very different social milieu. In part this is because the archives and dossiers studied belong to creditors: unlike chapters 1 and 2 we approach the practice of redemption from the position not of the redeemers but of parties from whom debtors were theoretically entitled to redeem. The fact that pledge texts were found in the archives of such creditors suggests that a right to redemption, even where it was expressly provided for in the text, had never been exercised. Through the archives and texts studied here I will seek to show how that could happen and how redemption in this social milieu could prove to be a limited right. There are a number of particularities to the context of these archives that is needed to build a picture for the context of redemption here. These particularities concern (1) provenance, (2) the interaction of land-for-service obligations with pledge and redemption practice, (3) the role of *mazzazānum*-pledges, and (4) the social profile of the archive-holders and creditors.

First, the provenance of the archives. I want to pay particular attention to two text-groups.[392] The texts stem from proximate tells in the lower Diyala, one from Šaduppûm (Tell Ḥarmal),[393] and the other from Tutub (Khafajah).[394] Bounded to the west by the Tigris, and to the east by the Zagros chain, the plains of the lower Diyala comprised the heartland of the early OB kingdom of Ešnunna. Signs of a coherent customary tradition within the region should not be read as Ešnunna's cultural isolation.[395] Aside from its shifting political alliances,[396] and the testimony of a varied

[392] For a summary of the sites known to have yielded OB material, see De Boer 2014, 190-199 with f.n. 745.
[393] On Šaduppûm in general see Saporetti 2002, 98-108; Miglus 2006-2008; van Koppen 2006-2008.
[394] See the overview in Saporetti 2002, 123-141.
[395] See e.g. van Koppen & Lacambre 2008.

onomasticon, there is good evidence that its location east of the Tigris was no obstacle to participating in broader local customary practices, of which Sippar is only one example.[397] Ešnunna's evolving role in political and commercial affairs from the last years of the Ur III dynasty into the mid-to-late OB period[398] kept open channels of influence with Mari and other locations in upper Mesopotamia, and also Larsa in the south, as well as Susa to the south-east.[399] From all the sites in the plains of the lower Diyala that have been textually productive,[400] I focus on these text groups for the light they can shed on redemption practices in the lower Diyala region in the early OB period, within a particular social milieu. Most attention will be devoted to the text-group from Šaduppûm (belonging to Mudādum son of Mašum), but one parallel text in particular from the archive of the Entum-priestess of the Sîn temple in Tutub needs to be read together with the Šaduppûm texts.[401]

A second piece of context emerges in particular from the Mudādum dossier. The practice of pledge, and redemption, could interact with a person's obligations attaching to the land concerned. In some cases, when pledges were taken against an underlying debt, the creditor would exclude his obligation to carry out related service (*dikûtum*). This phenomenon, discussed further in 3.2.3, signals not only that service obligations ordinarily attached to the land, but that the creditors' position was strong enough to allow for taking possession and usufruct without assuming any service obligations. Thirdly, related to this, was the fact that the *mazzazānum*-pledge was an important part of local practice in the lower Diyala at this time. This was a possessory pledge and so for the term of the loan, and potentially permanently in the event of non-payment, the creditor had possession. Finally, there is the profile of the archive-holder/creditor. In addition to a creditor's ability to exclude service obligations when taking a pledge, the texts from both Šaduppûm (Mudādum) and Tutub show a pattern of buying property, and lending and pledging, in which the debtor's right of redemption could prove to be very limited in practical terms.

3.2 Evidence from the archive of Mudādum son of Mašum

3.2.1 Reconstructing the Mudādum archive

In his unpublished dissertation of 1966[402] Suleiman presented in transliteration, translation and hand-copy a group of twenty-nine texts relating to land tenure in the

[396] On the political history of Ešnunna in the OB period see Wu 1994, De Boer 2014, 190-276 (both focused on the early OB period), van Koppen & Lacambre 2008 and passim in Charpin 2004.
[397] E.g. Birot 1973, 64; Skaist 1994; van Koppen & Lacambre 2008, 151; Al-Rawi and Dalley 2000, 19-20.
[398] On commercial contact between Ešnunna and Sippar see Leemans 1960, esp. 85-98, Al-Rawi and Dalley 2000, 19.
[399] E.g. Al-Rawi and Dalley 2000, 17. For examples of common scribal habits between Tutub and Susa see Harris 1955, 93.
[400] Adams 1965 is still standard for the sites surveyed.
[401] On the textual sources from early OB Šaduppûm see Hussein 2008, 92-114 (published and unpublished sources), also De Boer 2014, 195, van Koppen 2006-2008, 448-449, Charpin 2004, 442-444.
[402] Suleiman 1966.

Diyala region. The majority of these, twenty-four, were found in Tell Ḥarmal, the remainder came from Tell al-Dhibā'i (ancient Uzarlulu)[403]. Nine of the Tell Ḥarmal texts can on internal grounds be assigned to the archive of a certain Mudādum son of Mašum. This initial group needs then to be expanded to include three loan texts published by Suleiman in 1978, giving a minimum of twelve texts that can be assigned to his archive.[404] The use of the term 'archive' here relies on two pieces of evidence. Firstly, it is plausible that Mudādum would have retained these texts in antiquity, as title deeds or, in the case of the loans, evidence of an outstanding debt.[405] The existence of the pledge texts, usually held temporarily, based on conventional archival practice, are included in his archive. As with the loan texts, their presence points to forfeiture by Mudādum's debtor, given that the original pledge document would have been held by Mudādum during the pledge period, and presumably would have been retained by him upon debtor default.[406]

Secondly, the presence of a true archive, and one significantly larger than the group of Mudādum texts presented in Suleiman 1966, is not only based on internal evidence. Already in 1978 Suleiman reported in passing that our Mudādum was attested purchasing real estate in other unpublished texts.[407] Additional information reported in Hussein 2008 confirms the designation as a private archive and indicates that forty-three texts belong to this archive although we do not have access to these additional texts. Hussein notes: "Im Raum 520, der insgesamt 43 Texte ans Licht brachte, erschien ein Archiv von Mudadum, Sohn des Mašum. Hierbei handelt es sich wohl um ein Familienarchiv, das vor allem Tafeln über Immobilien besaß."[408] Unfortunately we still lack a list of the tablets corresponding to this find spot. Only the reported dominance of real estate documents given by Hussein and the internal evidence of the texts published by Suleiman guides us. Future evidence may show that more of the texts published by Suleiman 1966 belonged in this archive than internal analysis can suggest. A summary of the twelve texts available to me which can be considered part of his archive is set out below in Table 5.[409]

Based on the copies of Suleiman, many of the Mudādum texts lack year names, but a Waqrum year name in Ḥarmal 36(=IM 55460)[410] places us around 1900-1890 B.C, text no. 69 of Suleiman 1978 is dated to Abdi-eraḫ,[411] text no. 73 of Suleiman (both

[403] Situated about 1 mile east of Tell Ḥarmal (Suleiman 1978, 130).
[404] Suleiman 1978.
[405] On archival reconstruction more generally for Diyala texts see e.g. DeJong Ellis 1998.
[406] In such a case the pledge text may even have assumed the status of a quasi title-deed and corroborated Mudādum's newly acquired title.
[407] Suleiman 1978, 136, note to l. 3 of text no. 73. The text numbers referred to were: IM 55400, IM 63310, IM 63134, IM 63160, IM 63172-3, IM 63181.
[408] Hussein 2008, 338.
[409] A large degree of diversity among the witnessing circle of Mudādum means it is difficult to isolate individual dossiers within the larger group or indeed to draw a line around an 'inner-circle' of Mudādum's contacts for not many of the witnesses recur elsewhere in the available text group.
[410] Rev. 14-16: mu alan urudu! zabar / *wa-aq-ru-um* / *ú-še-ri-b*[*u*]. This Waqrum year name also appears on IM 55388 (Al-Hashimi 1964 H5). It is uncertain precisely where Waqrum fits chronologically among the early rulers in the lower Diyala from c.1900-1890 BC (on the rulers in this period in the lower Diyala see De Boer 2014, 199-204).
[411] On this Abdi-eraḫ (not to be confused with the king of the Mananâ dynasty) see De Boer 2014, 202 with f.n. 830-832.

texts form part of the "second" text group presented by Suleiman and stemming from Tell Ḥarmal[412]) is dated to Ḫammidušur.[413]

Museum No.	Suleiman's ID	Text type	Mudādum's role
IM 55460	Ḥarmal 36	Purchase of 1 iku field	Purchaser
IM 63152	Ḥarmal 37	Purchase of two fields, a 13 iku field, and a 16 iku field	Purchaser
IM 63172	Ḥarmal 38	Purchase of a 7 iku field	Purchaser
IM 63151	Ḥarmal 41	Purchase of a 6 iku field	Purchaser
IM 63150	Ḥarmal 43	Quittance concerning the property of a third party	Quittance in favour of Mudādum
IM 63181	Ḥarmal 44	Purchase of 2 iku orchard	Purchaser
IM 63174	Ḥarmal 49	Purchase of 1/3 iku piece of land	Purchaser
IM 63160	Ḥarmal 52	A *mazzazānum* pledge of 11 iku of field re: 1 ½ mina 6 shekel silver loan	Pledgee (and creditor)
IM 63183	Ḥarmal 53	A *mazzazānum* pledge of 13 iku of field re: 2/3 mina silver loan	Pledgee (and creditor)
IM 63161	Suleiman 1978, no. 69	A loan of 12 shekels of silver at (at 20% interest)	Creditor
IM 63196	Suleiman 1978, no. 70	A loan of +2/3 mina, 7 shekels of silver at the interest of Šamaš	Creditor
IM 63171	Suleiman 1978, no. 73	A loan of 1/3 mina of silver (at 20% interest)	Creditor

Table 5: Mudādum text group based on texts published in Suleiman 1966, 1978

Although only one of these texts includes reference to redemption (Ḥarmal 53), there is a wider value to studying the available Mudādum archive for understanding redemption. We can observe more closely through his archive that redemption in this setting (1) took place against a wider background of land-for-service obligations, (2) was explicitly tied to debt and pledge, (3) bore close formal relationship to other texts from early OB Diyala which allowed for redemption, and (4) reflected the strong position of creditors whereby the right of redemption could be expressly limited. In the discussion that follows I wish to draw out this background, beginning with Mudādum's archive and then moving to parallels also stemming from early OB Diyala. There are a number of remaining difficulties with the Mudādum texts edited by Suleiman in his thesis. It has not been possible to collate the texts in person or from photographs. The re-presentation of a selection of Suleiman's texts here cannot then constitute a proper re-edition. Where a text is numbered "Ḥarmal N," this refers to the number as presented in Suleiman 1966 but with the Iraq Museum number included with the text's first mention.

[412] Suleiman 1978, 130.
[413] See Suleiman's note to l. 18 of text no. 73 (Suleiman 1978, 136), also Hussein 2008, 60.

3.2.2 Redemption in the Mudādum archive: the text of Ḥarmal 53

Ḥarmal 53 = IM 63183

Transliteration:

Obv.	1	2/3 ma-na kù-babbar
	2	*ma-za-za-nu*
	3	ki *mu-da-di-*[*i*]*m*
	4	$^{\text{p}}$*lu-mur-*<*pa*>*ni-*dingir
	5	*ù ba-din*$^{?}$-AN
	6	šu-ba-an-ti-eš
	7	2(eše) 1 iku a-[š]à
	8	*i-na* A-RA *a-bi-lu-ma*
	9	*ša*$^{?}$ *a-ab-ru-uk-a-bu-/um*
Lo.E.	10	*i-ta-ṭà-lu*
	11	*i-nu-ma* kù-babbar *ú-ba-/lam*
Rev.	12	a-šà-*šu i-pa-ṭà-ar*
	13	a-šà *i-nu-ḫu-ma*
	14	kù-babbar máš-bi *ú-ṣa-ab*
	15	mu *ri-im-*$^{\text{d}}$tišpak *it-ma*
	16	*di-ku-sú lu-mur-*<*pa*>*-ni-*dingir-*ma*
	17	*ú-šu-úr*
	18	*ša-mi-šu mu-da-dúm-ma*
	19	*i-ri-*ʿ*ab*ʾ
	20	igi *iq-ba-a-ḫu-um*
	21	dumu *ka-ši-di-im*
	22	igi puzur$_4$-$^{\text{d}}$en-zu
U.E.	23	igi *a-ta-a*
	24	igi *nu-úr-*$^{\text{d}}$*a-ḫu-a*
L.E.	25	igi *ša*$^{!}$*-ì-lí-šu*

Translation:
(1-2) 2/3 mina of silver, (with) *mazzazānum*-pledge, (3) from Mudādum, (4-6) Lūmur-pāni-ilim and Badin-El received. (7-10) A 13 iku field in the A-RA (*district*) of Abiluma and *the one of* Yabruk-abum, they are equivalent (lit. "they look at each other"). (11-12) When he brings the silver he shall redeem his field. (13-14) If they let the field *lie fallow*, he shall add to the silver its interest. (15) By Rīm-Tišpak (t)he(y) swore. (16-19) (As regards) his *dikûtum*-service, only Lūmur-pāni-ilim is released (from it). Only (?) Mudādum shall compensate… (20-25) Before Iqba-aḫum son of Kāšidum, before Puzur-Sîn, before Atâ, before Nūr-Aḫūja, before Ša-ilīšu.

Notes:
2: The word order is awkward because *mazzazānum* interposes in lines that are otherwise concerned with receipt of the underlying loan.
4: The emendation (cf. Suleiman's Luḫni-ilum) is tentative and the repetition of the scribal error needs to be assumed.
9: Or: ʿdumu *a*ʾ*-a-ab-ru-uk-a-bu-um*.

8: A.RA should be a toponym or field description, but the meaning is obscure. For proposals as to its meaning see Suleiman 1966, 365-366. On account of *i-na ni-ik-si ša a-bi-lu-ma* in Ḫarmal 37 (=IM 63152) Suleiman wondered whether A.RA stood for *niksu*. Suleiman notes that in another unpublished text from the same site (IM 54693) the property in the A.RA ^{d}nin-gal is purchased from Muḫannûm and Arnabatum (cf. Ḫarmal 51, l. 3) (Suleiman 1966, 366).
10: The Gt *ittaṭṭalū* with reciprocal meaning is well known from similar contexts in pledge texts where its purpose is to state as equivalent the value of the pledge and the commodity lent (Kienast, *Die altbabylonischen Briefe und Urkunden aus Kisurra*, 1:100–101). On the intent behind the clause, see discussion in 3.3 below.
13: The verbal form read here is exceptional in this text group but clearly forms part of a protasis, marked by the enclitic *–ma*, the apodosis being the addition of penalty interest in l.14. Although it involves a switch from 3p.sg to 3p.pl between line 12 and 13 (l.12: *ipaṭṭar*), I am more inclined to take the /u/ ending as marking the plural (pledgors) rather than as subordinative *–u*, the other option. The provisional parsing from *nâḫum* is problematic for use of the D-stem not G-stem would be expected. In context, it refers to an act or omission that affects the usufruct or yield of the field being given as a possessory pledge.
17: Rather than read with Suleiman *ú-ma-lam* in which the /lam/ would mark the ventive on the D-stem present (< *malûm*) *umalla* + *am* ("he shall fulfill"), I follow a suggestion of M. Stol to read instead *ú-šu-úr* (=*wuššur*) in which case it means that only one of the pledgors is free from the obligation to fulfill the *dikûtum*.
18: The enclitic *–ma* here and at the end of l.16 bears the meaning "only" so that ll.16-17 and ll.18-19 are two clauses that keep apart the respective obligations of Lūmur-pāni-Ilim and Mudādum. Only the former individual is free of the *dikûtum* obligation, and only Mudādum is responsible for providing the compensation (?) in the circumstances described in ll.18-19 (see now Stol NABU 2018/3 no.66).
20: I read the name as *Iqba-aḫum* rather than Suleiman's *iq-ma-a-ḫu-um*.
25: Suleiman read the first sign as Á. Tišpak (MÙŠ-*gunû*) is ruled out based on a comparison with its writing in l. 15; likewise KA in comparison to that sign in l. 21.

3.2.3 Reconstructing the background to redemption in the Mudādum archive

One result of a wider study of Mudādum's archive, and in relating the different genres of text in his archive (loan, pledge, sale) is that it shows him to be a strong creditor. We possess three loans in which he lends to different parties and does not take security.[414] Then we have the loans evidenced in Ḫarmal 52 (= IM 63160) and Ḫarmal 53 (above), both *mazzazānum* pledge documents. Both concern substantial debts, [1] ½ minas, 6 shekels of silver in Ḫarmal 52 (against which he takes possession of an 11 iku field) and 2/3 mina of silver in Ḫarmal 53 (against which he takes possession of a thirteen iku field). To these loans we should add the six purchases of land assigned to his archive, all purchased from different persons. Together these texts suggest the strength of the creditor, a picture that is confirmed upon closer inspection of the terms on which he lent, and even sold. I turn to consider more closely this background.

Some of the land pledged and sold in Mudādum's archive, and in parallel settings in early OB Diyala, carried service-related obligations (*dikûtum*). The occurrences of the term *dikûtum* in this context fall under CAD's meaning 1 (s.v.): "corvée work (performed upon summons), levy (as a group of persons)".[415] Stol made a number of useful comments on *dikûtum*[416] although the precise nature and scope of the service

[414] Suleiman 1978, nos. 69, 70 and 73.
[415] CAD D, 141. Citations include AbB 9 217:3-4, JCS 9 (1955), 113, no.82: 15'.
[416] Stol 2004, 751–52.

remains uncertain. Early on, an analogy with *ilkum* was read from the pairing of *dikûtum* and *ilkum* in TCL I, 194:10 which reads: *kīma ištēn ana ilki u dikûti izzaz* "accordingly one (of them) shall stand responsible for *ilkum* and *dikûtum* obligations".[417] Based on this text, the pairing of *ilkum* with *dikûtum* at Alalakh[418] and in a Khafajah text,[419] Harris concluded that *dikûtum* must be synonymous with *ilkum*. The connection of this service with a "house" in some contexts seems to support this.[420] Further, CAD's gloss for *dikûtum* as "performed under summons" can be defended on more than merely etymological grounds (< *dekûm*). It finds support from the wider context of, e.g., AbB 9:217 in which *dikûtum* is connected to large-scale canal work. The sender, Lu-igisa, is clearly responsible here and elsewhere for organizing corvée labour on the ground.[421] Without taking us further in understanding the content of the *dikûtum* service, the Mudādum texts, also when read together with JCS 9: 82, allow us to see how *dikûtum* could impact the process of sale and pledge by prompting clauses designed to exclude liability for *dikûtum*-obligations.

This was already seen in Ḫarmal 53, ll. 16-17 above: "(As regards) his *dikûtum*-service, only Lūmur-pāni-ilim is released (from it)." The point is that the other two debtors do remain responsible for it. The inference is that Mudādum is not responsible for doing it. This finds confirmation in the other pledge document in Mudādum's archive, which except for the absence of a redemption clause, bears very close correspondence to Ḫarmal 53. The text is as follows:

Ḫarmal 52 = IM 63160

Transliteration:

Obv.	1	[1] ½ ma-na 6 g[ín kù.babbar]
	2	ki *mu-da-di-im*
	3	dumu *ma-šum*
	4	*a-ḫu-ni* dumu *na-bi-*^{d}en-zu
	5	šu-ba-an-ti
	6	1(eše) 5 iku a-šà
	7	*qé-re-eb ta-wi-ir-tim*
	8	*ṭe*$_4$*-ḫi* a-šà *a-d*[*a-a*]
	9	*ù ṭe*$_4$*-ḫi* a-šà *be-*[*li*]-/^{d}e[n-zu]
Rev.	10	*ma-za-za-nu-*[*um*]
	11	1 ½ ma-na 6 gín / kù-babbar
	12	*ú-ul i-bi-ru*
	13	*ṣí-ib-tám ú-ṣa-ab*
	14	*di-ku-us*$^{!}$*-sú*
	15	*ù ḫa ar šu*$^{!}$
	16	*mu-da-du-um ul šu-ḫu-uz*$^{!}$

[417] See Stol's note on this text in light of the letter published by Kupper in RA 53 (1959) 31 (Stol 2004, 751 with f.n. 765).
[418] E.g. Wiseman 1953, no. 55:6-10.
[419] JCS 9 (1955), 113, no.82: 15'.
[420] Stol 2004, 751.
[421] The corvée background emerges clearly from the following letters sent by or involving Lu-igisa: AbB 9 202, 207, 208, 211, 216, 217, 218, 220, 222, 238 and 253. For study of this archive, see Walters 1970, with the review in Stol 1971.

	17	[igi] *ri-iš-*^{d}*we-er*
Lo.E.	18	d[umu] ^{d}*we-er-ba-*[*ni*]
	19	[ig]i ^{d}en-zu-*im-gur-ṭim*
L.E.	20	igi *ut-te-ra-bi* mu úr$^{?}$ x […]
	21	dumu dingir-*na-da* x x x […]

Translation:
(1) [1] ½ mina (and) 6 shekels of silver, (2-3) from Mudādum son of Mašum, (4-5) Aḫuni son of Nabi-Sîn has received. (6-10) An 11 iku field, in the midst of the Tawirtum, beside the field of Ada[ja], and beside the field of Bēlī-Sîn (is) the *mazzazānum*-pledge. (11-12) He shall not go over (i.e. let pass) (the repayment date for) the 1 ½ mina and 6 shekels of silver; (13) (if he does let it pass), he shall add interest. (14-16) (For) its' *dikûtum*-service and … Mudādum is not liable; (17-18) before Rīš-Wēr son of Wēr-bāni, (19) before Sîn-imgurtim, (20-21) before Utte-rabi … son of Ilum-nādā …[…]

Notes:
1: The restoration [1]½ is supported by l.11.
7: On *tawirtum*, see Stol 1988, 177-178.
12: Suleiman reads *ú-ul i-bi-ru* but a reading *ú-mi i-<ba>-qá-ru* is also possible. The context, a protasis of a conditional sentence that will result in penalty interest, leads us to expect the elapse of a repayment period and also favours Suleiman's reading. That leaves us to explain *ībiru* as a semantic equivalent to *ušētiq* with the deadline inferred.
14-15: Suleiman reads: *di ku um su*(?). Based alone on the signs copied without proposing a scribal error, a reading *di-ku-u*$_{16}$*-sú* is possible. Alternatively, one may propose to read *di-ku-ús*$^{!}$*-sú*. In either case, the form *dikûssu* (*dikût* + *šu*) seems most likely. In l. 15 Suleiman reads: *ḫa ar su*(?). The copy permits a reading *ḫa-ar-šu*, with pronominal suffix in parallelism with *dikûssu*. A suitable candidate, *ḫarrānum*, would require emendation: *ḫa-ar-<ra>-šu*. Lines 14-15 may be *casus pendens* (formally either nominative or accusative is possible) or the object of *ul šūḫuz*.
16: I read as: *ul šūḫuz* "(Mudādum) is not liable". CAD A/1, 182b (s.v. *aḫāzum*, meaning 9(f),(g))books for this verbal form a meaning "to be liable" or "to have a claim on income". The former meaning applies here. In the latter case, lines 14-15 would be taken as the object of the verb but a prepositional phrase would be expected *ina* X (cf. Kienast, Kisurra, no. 93:24-25, *ina eqlim u kirîm mimma lā šūḫuzu* ("Daß sie auf das Feld und den Garten keinerlei Anrecht haben" trans. Kienast, p.93, vol. II). This is favoured also by the context of the Mudādum archive and the *mazzazānum* text group where exclusion of Mudādum's/a creditor's liability is expected.

Regardless of the uncertainty over l. 15, this supports the idea that Mudādum, even though he took possession of the land, did not take on the obligation to carry out *dikûtum*-service. It emerges clearly from these texts that in cases of possessory pledge and sale, it was felt necessary to expressly state which of the parties assumed responsibility for the *dikûtum* obligation. This suggests a default position as regards these plots whereby the possessor/owner of the property was usually liable to fulfill the *dikûtum* obligations that attached to the land. Given the wider context of land-for-service within which *dikûtum* should be situated, that would be unremarkable. However, it explains the need for Mudādum, at the point of taking possession of property under a *mazzazānum*-pledge or a purchase, to rebut this assumption. He does this by including an express provision stating that the pledgor, though giving up possession of the property, was still liable for the *dikûtum*. This makes best sense if the *dikûtum* could attach, in some circumstances at least, to the person in possession of the land. The text group itself does not inform us about whether the *dikûtum* that

'attached' to the land involved corvée work on or near this land (e.g. the digging or maintenance of irrigation canals bordering the fields) or whether it could render a person liable for *dikûtum* service more generally and further afield.
In summary the whole process of debt and pledge and redemption, involving the handing over of parcels of land, had to reckon with overarching land-for-service obligations. That these could be excluded by a creditor in possession such as Mudādum shows the strength of his position.[422] With this context in mind, I now turn to consider the workings of redemption, its terms and limits, taking into account parallels from early OB Diyala.

3.3 The terms and limits of redemption

The text evidencing redemption from Mudādum's archive (Ḥarmal 53), already presented, has close parallels. One of these is Ḥarmal 51, also treated by Suleiman 1966 but cannot be related to Mudādum son of Mašum on internal grounds. The text is as follows:

Ḥarmal 51 = IM 54685

Transliteration:

Obv.	1	3 iku a-šà
	2	*i-na* A.RA ^{d}nin-gal
	3	da *mu-ḫa-nu-um*
	4	*ù* 12 gín kù-babbar
	5	*i-ta-ṭà-lu*
	6	ki *ap-lim*
	7	dumu *qá-li-lim*
Lo.E.	8	^{pd}en-zu-*ri-iš*
	9	šu-ba-an-ti
Rev.	10	2 mu *i-ka-al-ma*
	11	kù-babbar *ì-lí-šu*
	12	*ú-ba-la-ma*
	13	a-šà-*šu i-pa-ṭà-ar*
	14	igi *mu-ḫa-nu-um*
	15	dumu *qá-li-lim*
	16	igi *mu-da-du-um*
	17	dumu *mu-ḫa-nu-um*
Le.E.	18	igi *da-da*
	19	dumu *li-pí-<it>-iš$_8$-tár*
	20	igi *nu-ru-bi-im*
	21	dumu *la-pa-lu-la*

Translation:
(1-5) The 3 iku field in the A.RA (*district*) of Ningal, beside (the property of) Muḫannûm, and the 12 shekels of silver, are equivalent (lit. 'look at each other').

[422] Cf. JCS 9 no. 82:15-16 where the debtor there remains responsible for fulfilling the *dikûtum* obligation of the field.

(6-9) From Aplum son of Qalilum, Sîn-rīš has received (the field). (10) For 2 years, he (Sîn-rīš) shall have the usufruct, and (12-13) when (Aplum) shall bring the silver to him he shall redeem his field. (14-21) Before Muḫannûm son of Qalilum, before Mudādum son of Muḫannûm , before Dada son of Lipit-Ištar, before Nurrubum son of Lapalula.

Notes:
2: On A.RA see note to l. 8 of Ḫarmal 53 above.
3: The parties and patronyms reveal that Qalilum family property is being pledged. The neighbor, Muḫannûm (l.3), appears as witness in l.14 with a patronym (s. Qalilum) that shows him to be a brother of the person I take to be the pledgor-debtor, Aplum s. Qalilum (ll.6-7). Muḫannûm's son, also called Mudādum (ll.16-17), is nephew of the pledgor-debtor and is the third family member to appear in the text.
6-9: A difficulty in this section is determining the object of receipt. Normal usage of šu-ba-an-ti suggests that it be the silver (cf. Harmal 53=IM 63183), and not the taking of possession of the immovable property although the amount of the silver loan is not stated. However, YBC 11149, also a *mazzazānum*-pledge, provides a useful parallel. There it seems clear that the object of the verb of receipt (šu-ba-an-ti-eš, l.9) is the field ([gán] a-šà, l.9). Also, in our text, it is difficult to believe that lines 8-9 are intended to describe the receipt of silver by Sîn-rīš as debtor because the counterparty, the neighbor and certain witnesses all belong to the same family (Qalilum family). If Aplum son of Qalilum was the creditor, it is hard to see (a) what rights his family members are relinquishing or witnessing in connection with, and (b) why he is taking a pledge over property adjoining that of his brother. It is much more plausible that Qalilum-family property is being pledged to Sîn-rīš and so Aplum should be taken as the pledgor-debtor.
11: I read *elīšu* "to him". For the writing of the preposition *eli* as *ì-lí* see Stol OBO 160/4(2004) 676 f.n. 225; Gordon, SCT 39:15 (*ì-lí-šu ú-ba-la-ma*); CT 47 27, seal 3 (PN: *Ṭāb*(dùg)-*ì-lí-šu* (?)), according to Blocher, Siegelabroll. BM (1992) 80 no. 239 (cf. CAD Ṭ, 38 e.g. Ṭāb-eli-mātišu); Greengus OBTIV no.34:10 (p.67): *ì-lí-šu ub-ba-lam*; YOS 14 72:10 (PN *ì-lí a-bi-šu-nu*); AbB 9 209:18 (*i-li-ia ti-šu*); CUSAS 29: 169, 189, 193, cf. 133 (*ì-lí-ia-ṣi-tam-li-pu-uš*).
12-13: The enclitic *–ma* in l.10 is marking normal co-ordination, perhaps consecution "and then". The second *–ma*, in l.12 is a protasis marker, specifically I consider it is best understood as marking a temporal clause, signaling "when" i.e. "when he shall bring the silver to him…"; in support of this reading is Harmal 53 ll.11-12: *inūma kaspam*(kù-babbar) *ubbalam eqelšu*(a-šà-*šu*) *ipaṭṭar* ("when he shall bring the silver, he shall redeem his field"). The durative *ubbalam* (in both cases), can be taken straightforwardly as marking the future though of course a modal nuance is possible, as with the verb in the following main clause (in both cases), *ipaṭṭar*. Such a nuance would imply redemption is conditional upon repayment: "when he will bring the silver to him, [then, and only then] he may redeem").

This text bears close formal similarities to another text, also from Šaduppûm, YBC 11149, published by Simmons.[423] It is a *mazzazānum* text in which the pledge of a field secures a loan of three shekels of silver. All three of the clauses mentioning redemption so far have come from possessory pledge texts (Ḫarmal 51, Ḫarmal 53 (Mudādum archive), YBC 11149). They can be excerpted as follows:

Ḫarmal 51:10-13 (Šaduppûm)
(10) *šittā šanātim ikkalma* (11-12) *kaspam elīšu ubbalamma* (13) *eqelšu ipaṭṭar* : "for two years he (=creditor) shall have the usufruct and (when) he (=debtor) shall bring the silver to him he may redeem his field.

[423] Simmons 1961, 26–27. Line 17 should read: *ú-ul i-de*! and the note on ll. 15-17 corrected as a result.

Ḫarmal 53:11-12 (Šaduppûm; Mudādum archive)
(11) *inūma kaspam ubbalam* (12) *eqelšu ipaṭṭar* : "when he shall bring the silver, he may redeem his field".

YBC 11149:12-14 (Šaduppûm) (Simmons 1961, no. 54)
(12-14) ˹*i*˺-*na* iti *gir-ri-tim* kù-babbar ì-la-e-*ma* gán a-šà *i-pa-ṭà-ar* : "if he pays back the silver in the month of Girritum he shall redeem the field" (trans. Simmons).

A fourth text (Harris 1955 no. 82), not a pledge text, also makes explicit a right to redeem, but it has peculiarities to be dealt with below. These redemption related clauses have strong formal similarities with parallel clauses in texts from this and other localities, even if *paṭārum* does not always appear in the main clause.[424] Taking these examples at face value, the clause simply makes explicit that, upon repayment of the silver loan against which the field is being secured, the pledgor-debtor can get his property back. This straightforward picture conforms not only with a conventional understanding of pledge, but also redemption. The redemption clause makes clear that the transfer is in theory at least, a temporary transfer.

However, in tracing the workings and limits of redemption, as well as the possibilities open to strong creditors, we need to consider the question of whether including this redemption clause also served to *limit* the application of redemption. Such a proposal would require the redemption clause combined with the repayment term of the loan to mean not only that redemption was conditional upon repayment of the silver loan, but that in the event of non-payment after the expiry of this period then the property was no longer redeemable.

For example, in Ḫarmal 51, mention of a two-year usufruct period is mentioned immediately prior to the repayment-redemption wording. These clauses at least mean that for the two-year period of the loan the creditor has usufruct of the pledged land and upon repayment (at the end of this two-year period (?)) the debtor can redeem. Of course, redemption is conditional upon repayment but is the effect or the intention of this clause also to define the limits of the redemption to the point of repayment? Upon payment default, the pledged land is or may be forfeited without an ongoing right of redemption. This possibility gains some support from the close context of these texts in which the look-clauses feature.

The formula X + Y *ittaṭṭalū* (lit. 'X and Y look at each other') occurring in a number of OB pledge texts, employing the Gt present of *naṭālum* with reciprocal meaning, declares that the pledged property and money lent (X and Y) are of equivalent value. The clause also appears in the Mudādum texts. The traditional understanding of the clause makes it directly relevant to the question of redemption. Kienast[425] and Westbrook[426], in discussing the intent and effect of the look-clause, consider that it anticipates forfeiture and "can only relate to the acquisition of the pledge by the

[424] Even when forms of *paṭārum* are not present, formally speaking the entire formula has strong resemblances to parallel clauses evidenced in texts from a number of other localities (cf. from Mari: ARM 8 31, 51, 72, 59 (where *i*-[*ip-pa-ṭà-ar*] may be restored in l.10 as also suggested by Kienast (1978:2, 118).
[425] Kienast 1978, 1:100–101.
[426] Westbrook 2001b, 70–71.

creditor on default."[427] On this view, the possibility of forfeiture is assumed, and the clause ensures that the pledgee could keep all the proceeds from sale of the property without needing to account for the difference. This scenario is possible, also in the Mudādum archive, but I cannot exclude the simpler explanation that the look-clause is needed at the stage of taking the pledge rather than an anticipation of forfeiture. Given that *mazzazānum* involves dispossessing a debtor, the pledge itself may in some local traditions have been (perceived to be) vulnerable to challenge if there was a mismatch between the value of the debt and its security. Nor are the two explanations mutually exclusive. The clause may have safeguarded the pledge from challenge, and also strengthened the creditor's position upon forfeiture.

If Kienast and Westbrook's interpretation of the look-clause is followed, then it is conceivable that the express inclusion of the redemption formula also worked to protect the creditor and ensure that upon forfeiture of the pledge he could take the property free of any right of redemption.[428] As Westbrook notes, the "natural end to a pledge contract is that the debtor either repays the loan and redeems his pledge or defaults and forfeits it to the creditor. This simple schema may have many variations, however, with restrictions both on the redeemability and forfeitability of the pledge."[429] While it is extremely rare for pledge documents to specify the creditor's powers upon default,[430] it may then be that the pledgee in our texts comes close to this. By stating that redemption is conditional upon repayment of the loan after a term of two years (during which time the pledgee may enjoy the usufruct), the pledgee may in effect have provided for the forfeiture of the pledge in case of default at the end of the two-year term, free of any right of redemption which is deemed to expire if the loan is not repaid upon maturity. The wider impression of Mudādum as a strong creditor-party (in which the express provision of redemption is unlikely to be *against* his interest) and the fact that these texts appear to have been found together as a single private archive[431] would support such an idea.

Regardless of the precise intent of creditors behind the look-clause, redemption could be subject to express limits. Evidence from one text in nearby Tutub, text no. 82 in the texts edited by Harris,[432] provides us with an appropriate parallel to Ḫarmal 51, 53 and YBC 11149 and a concrete example of a creditor's attempt to restrict the terms of redemption. Unlike the three texts already discussed containing redemption clauses, Harris 1955 no. 82 (Tutub no. 82) concerns the sale of a field.[433] However, it also shares some important features common to the Ḫarmal texts already studied. To

[427] Westbrook 2001b, 71.
[428] The texts from the Mudādum archive must now be added to YOS 14 35 as the only OB examples where the look clauses and the clause providing for the redemption of pledged land co-occur.
[429] Westbrook 2001b, 70.
[430] Westbrook 2001b, 70. Westbrook mentions ARM 8 71 as an exception, although that text concerns the pledge of a person and as Westbrook himself notes, the "situation is unusual and extreme" in which the express provision of the creditor's powers reflected those special circumstances (Westbrook 2001b, 73-74).
[431] Hussein 2008, 338.
[432] Harris 1955.
[433] Although the upper obverse bearing the property description is broken, that the property was a field is confirmed by the mention of a-šà in ll. 15, 17, 19.

highlight these, lines 15-23 of the text, standing between the oath and the witnesses, is excerpted.

15 *di-ku-ut* a-šà *ka-la-ru-um*
16 *i-ta-na-pa-al*
17 a-šà *e-el ša-mu-šu za*$^{!}$*-ku*$^{!}$
18 u_4*-mi* kù-babbar *ra-ma-ni-šu*
19 *i-ra-šu* a-šà *i-pa-ṭà-ar*
20 *i-na* kù-babbar *ša-ni-im*
21 a-šà *ú-la i-pa-ṭà-ar*
22 *a-na ba-aq-ri* a-šà
23 *ka-la-ru-um-ma i-za-az*

(15-16) Kalarum shall continue fulfilling the *dikûtum*-obligation of the field. (17) The field is free (of claims), its buyer is clear. (18-19) On the day he (Kalarum) acquires silver of his own, he shall redeem the field. (20-21) He may not redeem the field with silver of another person. (22-23) Only Kalarum stands liable for claims (on) the field.

Notes:
17: The most important discussion of this text for our purposes is Stol's recent note (NABU 2018/3 no. 66). He noted that the a-vowel in *ba-a-lu* is an obstacle to Harris' derivation from *bêlum* (cf. Tutub no.97:9 (*i-be-lu*)).[434] Stol proposes to read a-šà *e-el ša-mu-šu za*$^{!}$*-ku*$^{!}$ "the field is free (of claims), its buyer is clear." To this we add that the 3m.s. stative in *zaku* (as opposed to the expected *zaki*) is attested (CAD s.v. *zakûm*). Reading *ša-mu-šu* as "its buyer" (*šāmum*), he considered this was perhaps attested in Ḫarmal 53:18-19 (Stol: ll. 20-21 (following Suleiman's line numbering) (*ša-mi-šu mu-da-dúm-ma i-ri-*ʾ*ab*ʾ).

Tutub no. 82 joins other evidence already seen that liability for the *dikûtum*-obligation could arise by virtue of possession or ownership of certain areas of land such that a transfer of possession (by pledge) or of ownership (as here, by sale), triggered a need for the parties to expressly state who was liable for the *dikûtum*-obligation. Again, the implication appears to be that the obligation would otherwise have fallen to the owner or possessor. The unequal bargaining power of the parties in Ḫarmal 51 and 53 and, presumably, Tutub no. 82, is further suggested by the fact that the *dikûtum*-obligation stays with the seller or pledgor despite their relinquishment of (possession of) the property. This seems all the more remarkable in Tutub no. 82 for if we take the sale at face value, it means that a person who has permanently alienated the property remains liable for an obligation presumably connected to their ownership of that land. However, this is not a standard sale, and although transacted as such, and drafted as such, the redemption clause shows that it was in substance more like a pledge.

Tutub no. 82 has received some attention for its relationship to redemption.[435] The redemption terms consist of a first provision (ll. 18-19) stating that when the seller acquires silver of his own (*kasap ramānišu*) he may redeem. The second provision (ll. 20-21) makes explicit the intended force of *ramānišu* in l. 18 by stating: "he may not redeem the field with silver of another person".

[434] A derivation from *ba'ālum* A "to be in force" also does not make sense here (CAD s.v. *ba'ālu* A, meaning 3, a meaning based on a letter (VAS 16 75:5) referring to a ruling in force for absentee field holders).
[435] See Westbrook 1991, 112, f.n. 2; Veenhof 1999, 614, f.n. 41.

The meaning of this limit on redemption, requiring that he must redeem only with silver of his own, is intended to guard against the risk to the buyer of facing a competing claim on the property from another creditor. In practice, this would also have lowered the chances of the seller ever reaching a position to redeem. It is also worth noting that here is an explicit contractual limit placed on the terms and operation of redemption. It speaks for a view that has rarely been put forward for the operation of redemption, that its creation and terms were a matter of negotiation between the parties.

Based on Tutub no. 82 and the Suleiman texts, we can see that, in the lower Diyala, the inclusion of a redemption clause was possible in both pledge and sale texts. If, in the case of Tutub no. 82, as seems eminently possible, a debt lay in the background and the transaction functioned in some ways similar to a possessory pledge, how then do we explain the evidencing of this transaction as a sale, even though the property remained subject to a right of redemption? Whatever the background may be, I am reluctant to see 'legal fiction' as being a prime motivating factor. At least in this text, 'fictive' can hardly be the right term to describe the parties' decision to draft the transaction as a sale, given that the purchaser was content to have an express redemption clause included. I prefer to see it as a reflex of a long-standing and well-attested scribal tradition in which transfers of redeemable property were drafted as sales. There is a sound practical reason lying behind such a choice for a sale text conceivably gave more solid protection against third parties.

3.4 Synthesis and conclusions

The scribal patterns and the profile of archive holders in these text groups from early OB Diyala place redemption of property in a different light than that seen in chapters 1 and 2. Based on the archive found in the Sîn temple in Tutub Harris already commented, "[i]t appears that, on the whole, the citizens of Tutub were poor and debt-ridden. They had to sell their property at cheap prices; they had to sell their slaves, their children, and even themselves in order to pay their debts. Occasionally, they would have to give their fields, slaves, and children as pledges for debts that could not be repaid when due."[436] The available part of the Mudādum archive, consisting mainly of sale, pledge and loan texts, paints a less dramatic picture but nonetheless one of a strong creditor, acquiring the family property of others by way of sale, and based on conventional archival practice, acquiring property originally pledged upon non-payment by debtors. The appearance of clauses allowing for redemption by the debtor must be read against this background. Given that these were contained in *mazzazānum* texts, it confirms the obvious point that an actual debt – rather than simply hardship of the debtor – lay in the background. Redemption was naturally then dependent upon repayment, and so the capacity of the debtor to repay. The impotence of the debtors, commented on by Harris for Tutub, and inferred from the Mudādum texts, then becomes directly relevant for understanding redemption as a realistic means to recover family property. Absent here was a network of trusted counterparties who were found, among the propertied urban elites of Nippur and Sippar, to be holding family property on behalf of the selling family. Instead, a

[436] Harris 1955, 44.

conventional relationship of creditor-debtor dictated the possibilities and it seems, the limited right of redemption. This picture relies upon more than an inference from the social profile of the creditors and the presence of pledge documents in their archives. It was matched by the terms of the texts themselves. While the import of the look-clause was ambiguous, and it was hard to tell if the inclusion of a right to redeem itself may have been double-edged, favouring the creditor in the event of forfeiture, there were concrete indications of creditor-favouring terms. The ability of creditors to take possession and the usufruct of a pledged piece of land while the debtor remained responsible for fulfilling its associated *dikûtum*-service showed the difficulties faced by a debtor. He could be left with all the responsibilities and none of the rights attaching to land upon which he presumably depended for subsistence. More specifically related to redemption, Tutub no. 82 showed the express limitation of redemption. By ruling out the redemption by the silver of a third party, perhaps to protect the creditor from inadvertently finding himself liable to that third party, it certainly meant that the debtor's possibilities of redemption were diminished. From the perspective of these creditor archives, combined with observations from this local customary tradition, redemption appears as both an express but a hollow right. As with chapters 1 and 2 it is found to be an interdependent right, but here this is seen in the negative, for in the place of a surrounding social network was a conventional creditor and debtor relationship, which allowed for redemption to be expressly limited at the same moment it was expressly provided for.

4 Royally mandated return of property in Larsa: the content and legacy of Rīm-Sîn I's edicts

4.1 Introduction

Although it is not addressed in the extant portions of the Babylonian edict texts,[437] the application of royal edicts to the sale and purchase of property features clearly in the archival texts.[438] However, we have lacked to date an example of such a royal edict addressing the restitution of land.[439] The purpose of this chapter is to make a targeted contribution to the subject of royal edicts and in particular to the phenomenon of redemption by decree. The centre of the chapter is the presentation of a text (CUSAS 10 18) as the first extant edict of Rīm-Sîn I of Larsa, and indeed the first extant edict from OB Mesopotamia mandating the return of property (4.3). As this identification is new, it needs to be defended, and so the critical treatment of the text will include a discussion of the external and internal characteristics[440] of the text in keeping with a diplomatic treatment. After the critical treatment of the text in 4.3, and the survey of contemporary evidence for analogous edicts (4.4), I will then attempt an historical synthesis in two parts. The first part, 4.5, integrates the findings concerning the new text with the known archival background in Larsa during the reign of Rīm-Sîn I. The second part, 4.6, takes us beyond the reign of Rīm-Sîn I and seeks to probe how Babylon's policy towards newly-annexed Larsa may have given a special ongoing place to the edict(s) implemented under Rīm-Sîn's reign.

4.2 Overview: the royally mandated return of property

The mandated return of property by edict of a king is known from archival texts from the kingdoms of Larsa, Babylon, Marad and Ḫana.[441] Within Kraus' typology of royal edicts, these acts are classified as "Type IIb" edicts. This was for Kraus a hypothetical category, as no examples of such an edict were extant. The text treated in this chapter is the first extant example. According to Kraus' typology, Type IIa edicts are those concerned with the annulment of debts.[442] Although evidence from the kingdom of Babylon shows that a range of different royal rulings and directives were in force,[443] the annulment of earlier purchases (Type IIb), and previously incurred debts (Type IIa) means these royal acts are rightly seen to belong together. This extends to their

[437] Kraus 1984 with Hallo 1995 and Charpin 2010f.
[438] Kraus 1984, 114. On the intent of the edict of Ammi-ditāna, issued upon his accession, to allow a return of residents to their permanent homes, see Charpin 2010f. For evidence of an edict of Samsu-iluna issued in Si 17 and restoring real estate to soldiers, 'fishermen' and other *ilkum*-holders, see Woestenberg 1997-98, 355 regarding MHET II/3 462. Cf. the similar background and application in PBS 8/2 226.
[439] I am excluding here the royal letter corpus and protocols involving a ruling of the king on individual cases that came before him.
[440] For the meaning of external and internal in this context, see Charpin 2010b, 26-35. External characteristics include writing support, palaeography, sealing; internal characteristics concern the language used by the scribe and the models followed in composing the text.
[441] Kraus 1984, 114 with references to the texts.
[442] Kraus 1984, 111-123.
[443] Veenhof 1997-2000; van Koppen 2004.

application (retrospective), timing (often synchronous), and ideological background.[444] Whereas neither the edict of Ammi-ṣaduqa,[445] the fragments of Samsu-iluna's edicts[446] nor that of another king of the first dynasty[447] include provisions requiring the return of real property,[448] this is no reason to question it as a staple part of the edict tradition in the kingdom of Babylon, such is the ample evidence in the archival texts.[449] Even more so is this the case for the kingdom of Larsa under Rīm-Sîn I where Type IIb edicts in particular were issued on at least three occasions during Rīm-Sîn's reign.[450] Still, we have lacked to date any example of these edicts, even if we have made good advances on reconstructing the likely impact, intent and specific background to these royal acts.[451] This gap can now be filled by a new text, recently published, but its identification as a royal Type IIb edict of Rīm-Sîn I has been overlooked. This can inform us not only about the edict tradition in the kingdom of Larsa (4.5) but also in the kingdom of Babylon when it had redrawn its borders to include annexed Larsa (4.6).

4.3 An edict of Rīm-Sîn I of Larsa: CUSAS 10 18

4.3.1 The text of CUSAS 10 18

CUSAS 10 18 is a relatively well preserved single-column tablet preserving twenty-five lines of text written in a conventional Old Babylonian hand.[452] A recent updated transliteration and translation was included as no. 65 in CUSAS 43 to record improvements suggested by Klaas Veenhof and reported in George 2010. These changes are discussed in the notes to the text below. I will continue to refer to the text under the title of its first edition CUSAS 10 18. When published in 2010 it was entitled by its editor, Andrew George, as "A Tablet of Legal Prescriptions".[453] It was included among a volume of literary texts "as a rare Akkadian composition in the Old Babylonian academic legal tradition."[454] This classification as a scholastic source,[455] a classification unchanged in CUSAS 43,[456] was based on internal criteria and will be addressed in 4.3.3.1 and in 4.3.3.4. The purpose of this part 4.3 will be to provide a critical treatment of the text that supports a more specific classification, as an edict of Rīm-Sîn mandating the return of property, or a text closely modeled on such an edict.

[444] For a general overview of "restoration edicts" see Charpin 2010e, 83-96.
[445] Kraus 1958, 1984.
[446] Kraus 1984 with Hallo 1995.
[447] Edict X in Kraus 1984; on the chronological placement of this MS see Lieberman 1989, 251.
[448] But note the intent to return persons to their permanent homes in connection with the edict of Ammi-ditāna issued on his accession (Charpin 2010f).
[449] Veenhof 1999, 607-616; Kraus 1984, 58-62 (Ḫammurabi), 69-75 (Samsu-iluna).
[450] Kraus 1984, 31-50.
[451] See the discussion in 4.5.
[452] George 2009, 153.
[453] George 2009, 153.
[454] George 2009, 153.
[455] He also noted: "[A]s a set of legal prescriptions that served as models in scribal education it gives a glimpse of the academic sources available to the compiler of [Ḫammurabi's] code." (George 2009, 153).
[456] George & Spada 2019, xii (Preface).

The first edition of the text presented the internal indicators that the tablet's "original provenance was Larsa or a place under Larsa's control" (George 2009, 153). There is nothing in the evidence or discussion that follows to question that provenance. The presence in l. 20 of an instance of *ungewöhnliche Datierungen*, to be discussed in detail below,[457] supports this and also encourages a face-value reading of the Rīm-Sîn year names as authentic. The correlation between the subject matter and terminology of this text and texts from Larsa and its environs under Rīm-Sîn provides secondary support.[458]

[457] 4.3.2.2.
[458] See 4.4 and 4.5.

Transliteration

Obv.

1. [iti kin-^{d}inanna u_4-8-kam]
2. [mu ki-21$^{?}$ ^{giš}tukul-maḫ]
3. [an ^{d}en-líl ^{d}en-ki-ga-ta]
4. [ì-si-in^{ki} uru nam-lugal-l]a
5. [*ù* á-dam-didli a-na me-a]-bi
6. [sipa zi ^{d}*ri*]-˹*im*-^{d}en-zu˺ in-dab-b[a]
7. [ugu ùg dagal]-bi šu nam-ti-la i-ni-g[ar-ra]
8. [mu nam-lugal-b]i du-rí-˹šè˺ bí-in-˹è-a˺

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9. ˹é˺ [^{giš}kiri$_6$] ˹a-šà˺ ú-sal *ù* ˹*pa*˺-*ar-ṣum*
10. *š*[*a a-ḫu-u*]*m it-ti a-ḫi-im i-ša-mu-ú*
11. *ga*-[*am*]-*ra-am ú-ta-ar*

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12. ˹é˺ ˹^{giš}˺kiri$_6$ a-˹šà˺ *ù* a-šà ú-sal
13. [*š*]*a a-ḫu-um* ˹*it*˺-*ti a-ḫi-im ú-pi-ḫu-ú*
14. ˹*ú*˺-*ta-ar*

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15. *šum-ma a-wi-lum* ˹ki-šub˺-ba
16. *i-ša-am-ma*
17. *a-na* é *i-te-pu-uš*
18. ki-šub-˹ba˺ ˹*ki*˺-*ma* ˹ki˺-šub-ba *i-ša-ak-ka-an*

---

19. (vacat)

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20. iti ˹9? ki˺-5 u_4-26-kam

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21. a-˹šà˺-*el du-ú-ri*
22. *ša a-ḫu-um it-ti a-ḫi-im*
23. *ú-pi-iḫ-ḫu*-[*ú*]
24. *ú-ta-*˹*a*˺-*a*[*r*]
25. *ù šum-ma* […]

Rev.

26. x bi$^{?}$ x[…]
27. *ú-ta-*˹*a*˺-[*ar*]

---

28. ˹iti˺[kin-^{d}ina]nna u_4-8-[kam]

---

29. x[x x x x] 21$^{?}$ ^{giš}tukul-ma[ḫ]

---

30. x[(x x)]

Translation

§1 (1) [Month Elūlum, eighth day, (2) year twenty-one(?) after, with the supreme weapon (3) of An, Enlil and Enki, (6) the steadfast shepherd]
Rīm-Sîn captured (4) [Isin, the city of kingship and its settlements,
as many as there] were, (7) spared its [teeming population]
(8) and demonstrated for all time [the fame of his kingship.]

§2 (9) A [house, orchard], riverside field or prebendary office (10) that [one man] bought from another: (11) he must return (it) entire.

§3 (12) A house, orchard, field or riverside field (13) that one man exchanged with another: (14) he must return (it).

§4 (15) If a man (16) buys (15) a ruin and (17) makes (it) into a (built) house,
(18) he shall provide ruin in place of ruin.

(vacat)

§5 (20) Month nine (?), cycle five, twenty-sixth day.

(21) A permanent field (22) that one man (23) exchanged (22) with another:
(24) he must return (it), (25) and if […] (26) …[…..:] (27) he must return (it).

§6 (28) Month Elūlum, eighth day,

(29) [year] twenty-one(?) the supreme weapon.

(30) ...[(…)]

Philological notes

9: On the Akkadian writing of *parṣum* (=Sum. garza (PA.AN)/gárza (PA.LUGAL) mar-za), see CAD P s.v.
9, 12: For attestations of these categories of property in the context of land conveyance in Larsa (and its environs), see Harris 1983 (excluding prebends)[459] and the discussion in 4.3.3.2 below.
17: The transliteration and translation reflects the updated reading given by Veenhof apud George in N.A.B.U. 2010/5, reflected now in CUSAS 43 (no. 65).
15, 18: For the discussion of *kišubbûm* property see 4.3.3.2 and also 4.6.
18: Amending the reading of the verb in l. 17 from *iqabbûš* ("they order") to *ītepuš* ("he makes (the vacant plot into a building)") (NABU 2010/5) supports an active meaning, with the same grammatical subject, for the verb in l. 18 written *i-ša-ak-ka-an*. The subject, responsible for the like-for-like replacement of the ruined house-plot, would then be the same man who purchased the plot in ll. 15-16, and built it up in l. 17. This parsing as G-stem present 3p.s. *išakkan* is now reflected in the updated translation given in CUSAS 43.
20: Collation from the photograph shows the traces of the last sign in the partial break match KI; the broken upright of UD is not present.
21: Deriving the lexeme from *dūru* A "city wall" (CAD D s.v. *dūru* A), George translates as "a field within the city wall".[460] In this context, a derivation from *dūru* B "permanent status or property" (CAD D s.v. *dūru* B) yields better sense. Wider context for this reading is set out in 4.3.3.
29: The writing of ^{giš}tukul-maḫ could be used as a shorthand of the writing of this year. See e.g. AUAM 73 2704 (RS 59), l. 22 (mu ki-29 ^{giš}tukul-maḫ). George offered *š*[*a*?] for the opening trace of the line, given that it does not match expected MU (George 2009, 155). It appears also that the lower horizontal cannot be explained as the beginning of a ruling, for the level of the ruling does not match. I can offer no better suggestions.
30: On the traces before the break and below the single ruling of l. 29, see 4.3.3.4.

4.3.2 Diplomatic commentary: external characteristics

4.3.2.1 Support and layout

Further details and photographs of the tablet can be found in George 2010, 153 (pl. 61 (photos) and pl. 62 (copy)), and on CDLI.[461] The tablet has suffered damage to the upper part of the obverse but based on its edition no more than six lines of the upper obverse have been lost. There is some damage to the opening lines of the reverse. Damage to the left hand side of the upper obverse extends below the last ruling and leaves some doubt as to what text if any is written below that line. A break in the lower half of the reverse (which is uninscribed) does not affect any extant text. The

[459] In particular, on the "riverside field" (*eqel ušallim* (a-šà ú-sal)) including writing byforms, see Harris 1983, 123.
[460] George 2009, 155.
[461] P253613.

oblong shape of the text may be compared with some of the epistolary corpus known from Rīm-Sîn's Larsa.[462]

The broad layout and structure of the text, assuming only the rest of the long-form year date should be restored in the damaged section at the top of the obverse, can be set out schematically as follows[463]:

§1 (ll. 1-8): DATE (incuding long-form year date)

§2 (ll. 9-11): RETURNING PURCHASED PROPERTY

§3 (ll. 12-14): RETURNING EXCHANGED PROPERTY

§4 (ll. 15-18): RETURN OF LIKE-FOR-LIKE RUINED PROPERTY

§5 (l. 20): DATE NOTATION (*ungewöhnliche Datierungen*)

§5 (ll. 21-27): RETURN OF EXCHANGED PERMANENT FIELD

§6 (l. 28) DATE: month, day

§6 (l. 29) DATE (contd.): year

(l.30) traces

In addressing layout, the single-column nature of the tablet is first considered, as is the partially inscribed reverse.

[462] See the comments of Stol, AbB 9 p.126 fn.197a.
[463] Single rulings enclosing the date notations in l. 20, l. 28 and l. 29 are reflected with a dashed line.

The text is a single column tablet. This does not argue for or against the designation given in the first edition as a school text.[464] The typology of school texts proposed by Civil[465] and modified by Tinney[466] on the basis of five groupings of physical categories includes single-column tablets ("Type III").[467] Single column tablets were characterized by a "[t]en to twenty-line extract from a composition in a single column that continues from obverse to reverse (rare)."[468] It can be noted that in the growing corpus of known OB model contracts, Type III (single column) tablets are well attested. Very few can with certainty be assigned a Larsa provenance, but an illustration can be seen in two cases where a Larsa provenance is likely. One is CDLJ 2014/2[469] a text recording the adoption of a foundling, and AION 72[470] an orchard sale contract. The oaths in each case are by Rīm-Sîn. Both are single column tablets. However, the single column nature of the tablet, conventional for other genres including letters means this aspect of layout cannot be diagnostic for what kind of text we are dealing with.

The same needs to be said about the partially inscribed reverse of CUSAS 10 18. This is a feature shared by Larsa texts from a variety of genres, including letters.[471] It is also true for the two examples of Type III model contracts already mentioned. In CDLJ 2014/2 the obverse is completely inscribed. Only around two-thirds of the reverse is inscribed. In AION 72, the obverse is full inscribed and only the top third of the reverse.[472] Again, however, given that this aspect of layout conforms to wider Larsa practice, including the epistolary corpus, it cannot be diagnostic in our case. It does, however, mean that the partially inscribed reverse is no argument in favour of saying that the scribe abandoned his work.

As regards the rulings in the text, some interesting patterns can be observed, but there remain some uncertainties about the interpretation of these rulings. The rulings show that:
(1) Sections §2, §3, §4 and §5 are followed by clear double rulings.
(2) The two date notations in l. 20, and then ll. 28-29 (including in between l. 27 and l. 28) are further marked out by finer single rulings (reflected in the transliteration, translation and schematic as dashed lines).
(3) It is uncertain whether the date in §1 (ll. 1-8) is followed by a single ruling or a double ruling. There is one ruling immediately below l. 8 and then a gap of

[464] On this designation see George 2009, 153.
[465] Civil 1969, 27-28; 1979, 5.
[466] Tinney 1999, 160.
[467] Veldhuis 2014, 204.
[468] Veldhuis 2014, 204.
[469] P388305.
[470] P388377.
[471] AbB 9, p. 126 n.197a where Stol writes: "The tablet is oblong and only somewhat more than half of the obv. is inscribed. No. 273 displays similar features. This seems to apply to other letters by king Rim-Sin (not seen by me), TIM 2 27, YOS 15 20, 21, 22, cf. Robert D. Freedman, The Cuneiform Tablets in St. Louis (diss. 1975)." Re: Freedman 1975, 155 No. 199, he refers to oblong tablets of a standard format, often only partly inscribed.
[472] The language of both is, apart from personal name elements, completely written in Sumerian.

approximately one line before another ruling.[473] I take this tentatively as the second of a double-ruling. My reservation is that the lines are further apart than other double rulings on the tablet.

One area of uncertainty concerns the single rulings enclosing l. 20. That they enclose a date notation seems meaningful but it is unclear whether it relates to what precedes or to what follows. At first glance, given that these lines themselves follow a double ruling, it would be easy to see them as part of a new section of text, relating to what follows (ll. 21-27). However, evidence in the other direction may be provided by the three single rulings in §6(ll.28-29) (before and after l. 28 and after l. 29), which must relate somehow to what precedes, leaving the dilemma of what portion of text the date notation in l. 20 refers to.

What conclusions for interpretation can be gleaned from these rulings? Given that the sections containing provisions (§2, §3, §4, §5) are *all* followed by a double ruling, these sections clearly form meaningful units of content. Then there is the date notation in §5, and the final date in §6 which are both enclosed by single rulings. I don't know what this means. Was the final date a bookend to the whole text, or did it merely relate to the immediately preceding text of ll.21-27? If it only related to the immediately preceding text, it is then possible that the unusual date notation of l. 20 (in §5) actually related to the preceding lines (§2-§4). Alternatively, the dates in §1 and §6 are seen as 'mirror' bookends to the entire text and the unusual date notation of l. 20 governs the provisions of ll. 21-27.

4.3.2.2 Aspects of paleography and orthography

General

The scribal hand is described by George as a "regular Old Babylonian hand".[474] Unremarkable is the similarity of ŠA and TA throughout, as is the use of phonetic complement in l. 21. Gemination of consonants is usually written. The exception is l. 13 *ú-pi-ḫu-ú*, by contrast with the same verbal form in l. 23: *ú-pi-iḫ-ḫ*[*u*].[475] Though sloppy, the erasure of *i-ša-am* at the end of l. 15 in favour of the writing of the verbal form in the line below would also not be unexpected for a trained scribe. It cannot be decisive for classification. As a minimum the standard of the writing allows us to say that it is not conspicuously the work of a novice.

CUSAS 10 18:20 and *ungewöhnliche Datierungen*

The text bears an example of a date formula that belongs historically to Rīm-Sîn's reign, as follows:

[473] The second ruled line being visible on the right edge protruding after the upper horizontal of *ṣum* and in the middle of line 9.
[474] George 2009, 153.
[475] This slightly adjusts the comments of George 2009, 153-54 in light of his later corrected readings reported in NABU 2010/5 and the latest translation in CUSAS 43 (p.154).

l. 20: iti ˹9?˺ ˹ki˺ 5 u_4-26-kam

It will be argued below that, when placed against wider patterns of orthography and the known distribution of these unusual dates, the formula in l. 20 has its own contribution to make to a diplomatic analysis of the text. In short, it raises the possibility that the text was written by a scribe working under the auspices of the state, or that the text itself was related to the execution of state business under Rīm-Sîn.

The date notations in l. 20 of CUSAS 10 18, referred to by George as "calendrical phrases, which seem a strange intrusion"[476] should be understood in the context of the *ungewöhnliche Datierungen* of Rīm-Sîn's reign. Crucial aspects of this calendrical innovation in Rīm-Sîn's reign remain obscure, despite several attempts to unravel the meaning and purpose of the innovation. The goal here is to draw on what we do know from the *ungewöhnliche Datierungen* in order to shed as much light as possible on the partially broken notations in l. 20 of our text.

Kraus' treatment of the unusual dates attested in central and southern Mesopotamian sites under the reign of Rīm-Sîn I was based on a combination of then unpublished Nippur texts kept in Istanbul and other texts already then known or published.[477] A new group of comparable Nippur texts encouraged Robertson to follow-up on Kraus' treatment but without any further light on the meaning of the unusual dates.[478] As Goddeeris acknowledges in the most recent discussion of the *ungewöhnliche Datierungen*,[479] it is still not possible to definitively match these dates to traditional counterparts[480] although some aspects have become clearer with the increase in data. However, the original data gathered by Kraus, including his observations on the orthographic variations in different cities in the south, remains valuable for our purposes.[481]

[476] 2009, 153.
[477] Kraus 1959a.
[478] Robertson 1983.
[479] Goddeeris 2016, 1:335–36.
[480] Although note Cohen's proposal based on YBC 107989 (Cohen 2015, 238–39) which has its own problems (Goddeeris 2016, 1:336 n. 38).
[481] Aside from the treatments of Kraus 1959a and Robertson 1983, note the following discussions and attestations of *ungewöhnliche Datierungen*: Hüttner and Oelsner 1990; Van de Mieroop 1993; Feuerherm 2004, 3-14 to 3–17; Brisch 2007, 54–55; Cohen 2015, 236–42 (although note the criticism of Cohen's treatment of the OB material in Charpin and Ziegler 2013, 59, fn.12); Durand 1982, 22, plate 67 (no. 314); CUSAS 15 68, rev. 1-2; AUCT V 63; YBC 8362, 10789.

Although he did not solve the puzzle of the *ungewöhnliche Datierungen,* Kraus' presentation of the data according to likely provenance (Ur, Isin, Nippur, Larsa) allows certain orthographic patterns to emerge that are relevant for our text. Simplifying matters, it can be said that the Larsa sample combines some elements attested in other locations. So, we find in Larsa use of the month numbering (as opposed to use of month names), of a kind seen in Ur, together with month cycles designated by ki-N, of the kind seen in Nippur (or Isin)[482] yielding a formula: iti-N_1 ki-N_2 u_4-N_3-kam. Turning to CUSAS 10 18, line 20 reads:

iti ʿ9? kiʾ-5 u_4-26-kam

Thus restored, the line matches the structure of known date formulae reflecting the Rīm-Sîn innovations, and matches well the Larsa orthographic practice in which certain elements of the orthography attested in Ur and Nippur are combined to yield a structure: iti-N_1 ki-N_2 u_4-N_3-kam.

This form falls under "class IV" exemplars based on Kraus' typology,[483] namely where the month is marked not by name but by number, followed by cycle "ki N". As noted above, this pattern is almost exclusively attested in Larsa.[484]
It needs to be considered whether the clear presence of an unusual date formula in l. 20 of CUSAS 10 18 has any implications for the year names at the beginning and end of CUSAS 10 18. A first observation can be made based on the wider distribution of the unusual dates. The first obvious point is that, because the unusual dating innovation follows the defeat of Isin, the appearance of the formula in l. 20 places the writing of the text *after* the conquest of Isin that is commemorated in the year name for Rīm-Sîn 30. This fits with the extant text of the closing year name in CUSAS 10 18 in which the appearance of ^{giš}tukul-ma[ḫ] in l. 29 is diagnostic for a year falling between year 30-60 of Rīm-Sîn.[485] However the number of the 'Isin' year name appearing in l. 29 is harder to reconcile with the known distribution of the unusual dates. Given that the number appears to be written over an erased GIŠ, the two *Winkelhaken* (U) mark the number twenty. Given the clarity of the following upright, this wedge (DIŠ) is then taken as a numeral rather than the residual upright of GIŠ, yielding "21". Alternatively, if the upright belongs to the originally written GIŠ then the number would be "20" but as the two *Winkelhaken* themselves follow a break, a preceding *Winkelhaken* in the break is conceivable and so, in addition to his reading Isin 21, George notes that "20, 30 and 31 are also possible readings".[486]

The evidence for the unusual dates in the cities of Larsa (and environs), Isin and Nippur show a strong concentration of the dates in Isin years 1-8 although a few attestations come afterwards[487] showing that as late as Isin 25 remnants of the system could still be found. Therefore, if the year name really is Isin 21, it places the date of the tablet after the time of most of the attested *ungewöhnliche Datierungen* but still within the range of attested examples.

[482] Kraus 1959a, 150–61, Feuerherm 2004, 3–15.
[483] Kraus 1959a, 159–61.
[484] Kraus 1959a, 156–58.
[485] George 2009, 155.
[486] George 2009, 155.
[487] Kraus 1959a, 157 with n. 40b; Goddeeris 2016, 1:339 also on the "super-years" and how an *ungewöhnliche Datierung* within a super-year may translate to a conventional Isin era date.

It is widely accepted that the calendrical innovation of *ungewöhnliche Datierungen*, also attested in CUSAS 10 18, was introduced by the royal chancery of Rīm-Sîn,[488] a conclusion further supported by the native scribal description of the new system as *ša šarrim* "of the king" and the traditional (cultic) system as *ša ilim* "of the god."[489] Beyond the source of the innovation, the archival distribution of the *ungewöhnliche Datierungen* needs to be considered. The sample from Ur and Isin is so small as to make conclusions about distribution uncertain. In Nippur, there is an exclusive concentration of the *ungewöhnliche Datierungen* in the large administrative archive referred to as the archive of the "central redistributive authority" in Nippur (Goddeeris 2016, 1:336)[490]. The attestations from Larsa, which interest us most, spring from a collection of archives, unevenly distributed, but these also point to the use of the unusual dates in an administrative context and support the proposal that the unusual dates sprang from state-related texts or those related to the state economy, distinct from 'private' texts.[491] In summary then, such a pattern, reflected in the unusual date in line 20, does not decide that CUSAS 10 18 was issued from the royal chancery of Rīm-Sîn. It does, however, raise the chances that it was written by a scribe working under the auspices of the state, or that the text itself was related to the execution of state business.

4.3.3 Diplomatic commentary: internal characteristics

4.3.3.1 Language

One of the arguments against the treatment of this text as a scholastic exercise is the language. Aside from the dates at the beginning and end of the text, which of course are written in Sumerian, the body of the text is written in Akkadian. George considered an Akkadian composition in the OB academic legal tradition to be rare[492] and, indeed, it appears to run counter to the scholastic legal tradition in southern Mesopotamia which shows an overwhelming tendency to write in Sumerian.[493] This dominance of the register of Sumerian is attested in every sub-group of the scribal curriculum bearing on legal topics, including 'legal phrasebooks',[494] model contracts[495] and model trials,[496] and not only those scholastic sources stemming from Nippur.[497] Observations about the emergence of Akkadian in the south as an important element in the scribal tradition in the later OB period might urge some caution, but do not change the picture concerning this Rīm-Sîn era text.[498]

[488] Charpin and Ziegler 2013, 62.
[489] Cohen 2015, 238; Goddeeris 2016, 1:336.
[490] See also Robertson 1984, 1989, 1992.
[491] Kraus 1959a, 159, Robertson 1983, 156, Van de Mieroop 1993, 66.
[492] George 2009, 153.
[493] E.g. Veldhuis 2014, 188, 209.
[494] Veldhuis 2014, 188-194.
[495] Veldhuis 2014, 209. See also the available corpus on OBMC.
[496] These records were also dominated by the register of Sumerian but see George's discussion of CUSAS 10 17 (George 2009, 142-149, esp. 149), with Charpin 2019 (NABU 2019/2 no. 45).
[497] E.g. Veldhuis 2014, 188.
[498] George 2009, 149.

This does not mean that the writing of CUSAS 10 18 in Akkadian rules out a school setting. After all, this text does not neatly fit any of those established curricular categories. Indeed it has no parallel in the known contemporary school texts from the south. But it would need to have been produced in a school context outside the regular curriculum, circulated in a different tradition, or perhaps it reflected the language of the unique text it was supposed to be based upon or styled as: a royal official product. While these possibilities are conceivable, they lack positive evidence.[499]

If CUSAS 10 18 lacks a clear scholastic parallel, there is by contrast positive parallel evidence from the contemporary archives of Rīm-Sîn's time.[500] This evidence is surveyed in part 4.4 and, taken cumulatively, the evidence provides a close match for what it is here proposed that a text such as CUSAS 10 18 was intended for. Part of that 'match' also concerns technical terminology attested in the archives and deployed by CUSAS 10 18, a matter to which I now turn.

4.3.3.2 Terminology for land and property types

In CUSAS 10 18 the following property types are relevant:

é (*bītum*) "house": partially restored in l. 9, l. 12: the three occurrences of the term here relate to a house sale (ll. 9-10), exchange (ll. 12-13), and alteration of a ruined house-plot (ll. 15-17). The sale and exchange of houses in Larsa both before and during Rīm-Sîn's reign is well attested.[501] Although the designation é-dù-a (*bītum epšum*) is most commonly used as a designation in these archival texts, it is not uncommon to find simply é,[502]with no apparent difference in meaning.[503] This equivalence is supported also by the use of é in CUSAS 10 18:17 where it clearly describes the outcome of a building-up of a previously ruined house plot. However, caution is needed here. In context in l. 9 and l. 12, the use of é as a more general descriptor of urban property, built and unbuilt, is likely also given that the descriptor é in the archival texts can also precede the terms for ruined or vacant house-plots.[504] It seems likely that é in l. 9 and l. 12 can cover a wider category of urban property than simply a "built-up house". The explicit description of ki-šub-ba property in ll. 15-18 arises because of the special circumstances there – building-up of a ruined house plot. Also, unless one sees the é of l. 9 and l. 12 as also embracing ruined house plots, then the edict would not explicitly cover sales and exchanges of these house plots.[505]

[499] It should be acknowledged that a survey of the contemporary archival record from Larsa, although showing a clear degree of reliance upon the attested scribal exercises particularly for contracts and phrasebooks, also shows a scribal flexibility to render formulae in Akkadian or Sumerian. As an example, consider the warranty against flight clauses found in the pledge texts, sometimes in Akkadian, sometimes in Sumerian (cf. e.g. YOS 8 49:9 with YOS 8 13:8-9, YOS 8 22:7-8, and passim).

[500] Also, the historical anchors of SAOC 44 22 (Ḫammurabi and Samsu-iluna) and the textual parallels between SAOC 44 22 and CUSAS 10 18:15-18.

[501] Harris 1983, 100-105.

[502] E.g. YOS 8 69(RS 7); YOS 8 82(RS 27); YOS 8 147(RS 37).

[503] Also Harris 1983, 105, n.5.

[504] Harris 1983, 127-128 (table 17), Charpin 1980, 165.

[505] Although note also the comments of Harris 1983, 117-118 on the transfer of ruined or abandoned property ("open sites" in Harris' language) together with an orchard.

kiri$_6$ (*kirûm*) "orchard": the occurrence of the term in l.12 supports its restoration in l. 9. As with houses, the sale and exchange of orchards is well attested in the archival record from Larsa at this time.[506]

a-šà (*eqlum*) "field": from the first edition and the available photographs, it appears that there is not enough space to restore a second a-šà in the break of l. 9. If this is correct, there is an additional discrepancy between l. 9 and l. 12.[507] Line 12, introducing the section on exchange of property, has "field or riverside field". This leaves two options for understanding ˹a-šà˺ ú-sal in l. 9. Either, with George 2009 as "riverside field" (˹*eqel*(a-šà)˺ *ušallim*(ú-sal)) or taking ú-sal as a standalone term for "riverside field, meadow" giving "field, riverside field". Taking all the contemporary archival occurrences of a-šà with ú-sal into account,[508] I am inclined to follow George and read "riverside field". There is a residual ambiguity in the archival evidence insofar as ú-sal can appear on its own. For example: TCL 11 149:2 a-šà-*lum ù* ú-sal.[509] The ú-sal-la of TCL 10 46 has on the case ú-sal-la ^{giš}kiri$_6$.[510]

parṣum "prebendary office": in contrast to the Sumerian logograms for the other property types in ll. 9, 12, 17, and 18, the term for prebendary office, the last in the list of l. 9 is written syllabically.[511] For other OB examples of Akkadian writing of *parṣum* (=Sum. garza (PA.AN), gárza (PA.LUGAL), mar-za), see CAD P s.v.).

ki-šub-ba (*kišuppûm/kišubbûm*) "ruin, ruined house": The Sumerian variant writings for *kišubbûm*-property are: é ki-šub-ba; ki-šub-ba; é-šub-ba (CAD K 464a). To the syllabic writings cited in CAD K sub *kišubbu* should be added: VS 13 71:1: *ki*$^{!}$*-šu-bu* (Larsa), A. 26369:1 (unpub.):10 sar é *ki-šu-bu-um* (courtesy M. Stol), and, explicit writing of the double consonant, Boyer *Contribution* p.6 HE 127:1: *ki*$^{!}$*-˹šu˺-ub-˹bu˺-um* (Larsa[512]). I translate here as "ruin" (cf. Charpin's "maison en ruine"). Of relevance is the connection with (é-)kislaḫ[513] (and, to some extent, (é-)ki-gál(-la)[514]). Perhaps most when kislaḫ appears to denote uninhabited land (Akk *nidûtum*), the potential overlap with ki-šub-ba is apparent, as reflected in the interchange between kislaḫ and ki-šub-ba when describing the same parcel of land.[515] Nor is this

[506] Harris 1983, 114-120.
[507] I.e. in addition to the presence of *parṣum* in l. 9, absent from l. 12.
[508] In this case, I also include references post-dating the conquest of Larsa (e.g. TCL 11 149, OECT 15 33).
[509] Fiette 2018, 252.
[510] See also Harris 1983, 123.
[511] As George 2009 notes (p.155, notes to lines 9-14), the nominative signals the other property types in §2 and §3 are "formally in casus pendens though functionally the objects of *utâr*."
[512] Boyer 1928, V (preface).
[513] That Sumerian kislaḫ was susceptible to different Akkadian renderings relies not only on later lexical evidence but finds some support in the contemporary texts (Charpin 1980, 163–65).
[514] On the close relationship between (é-)kislaḫ and (é-)ki-gál(-la) see also VS 9 42:1 where the tablet bears ˹é˺-kislaḫ and the case (VS 9 43:1) gives ˹é˺-ki-gál. Harris comments that "KI.UD, KI.KAL and KI.ŠUB.BA were used concurrently in Larsa…to refer to such diverse open sites as unoccupied or ruined houses, building sites, fallow fields and sites in orchards used for growing crops"(Harris 1983, 94).
[515] TS 57 4 and TS 56 9; Charpin 1980, 164.

surprising, for "l'emplacement d'une maison en ruine peut également être considéré comme un terrain nu."(Charpin 1980, 164). This proximity in meaning has some relevance for the discussion of the archival texts. In light of what is, at points, close lexical overlap, it seems plausible to think that the substantive act of building a house, given that it involves a similar alteration, would be caught equally whether the original land was designated kislaḫ or ki-šub-ba, though it is the latter that is explicitly set out in §4. On the terminology for agricultural and urban property see Charpin 1980, 160–72, on the terms especially 160-165. Given the importance it will assume in the discussion of part 2.5, it is also worth noting the distribution of *kišubbûm* designations. Outside of the localities comprising the territory ruled or formerly ruled by Rīm-Sîn of Larsa,[516] the descriptor (é-)ki-šub-ba or its variants hardly occurs. It is worth surveying possible candidates from central and northern Babylonia:

> JCS 11, 1 p. 15: (Sippar): ˹2/3 ˺ sar 8 1/3 gín é- ˹ki-šub-ba? ˺ Goetze did not make a proposal in his transliteration for the final three signs and simply offered in note a. to that line: "perhaps ki.šub.ba".[517]
>
> VS 18 21 (l. 1) can be ruled out, given the likely Larsa provenance (VS 18, p.7). The same applies to OECT 15 30:2 (Ḫa 33): although the provenance is listed as uncertain, on internal grounds it can be assigned to Larsa.
>
> Feliu and Albà 2012, 43 no. 10: the text concerns the sale of a 1 sar é ki-šub-[ba] (l. 1); the text is of uncertain provenance and the date is not preserved but the other OB texts presented stem from Kisurra or Isin (Feliu and Albà 2012, 37) and the formulary of no. 10 favours an Isin provenance.

This leaves two other references: CT 45 94: a multi-column register of land, probably from Sippar, no date (preserved), includes the designation ki-šub (I:5, 9, 14, 18; II:10, 15); the Babylon text VS 22 14:1 (Ad 4)[518]: [x sa]r 1 gín igi-4-gál é ki-šub-ba (nb: *qá-du* é-sig$_4$-hi-a (ll. 2, 3); the property in VS 22 14 is in the Eastern part of New Town where other "unbuilt" plots can be designated é-kislah (cf. VS 22 15:1, VS 22 28:1). The occurrence of é ki-šub-ba could therefore be an anomaly.

The sparseness of any evidence outside of the Larsa province for ki-šub-ba as a property designation shows it to have been largely a local designation in Larsa and its environs.

eqel dūri(m) "Permanent field". In his translation of line 23 of CUSAS 10 18 George translates the property description as "a field within the city wall"[519] deriving the lexeme from *dūru* A "city wall" (CAD D s.v. *dūru* A). In this context, a derivation from *dūru* B "permanent status or property" (CAD D s.v. *dūru* B) yields better sense. Wider context for this reading needs to be considered.

[516] Schwenzner already in 1914 made useful comments on the local nature of the designation: pp. 49-51, 97-98, 116. On ki-šub-ba property in the literature, see also Charpin 1980, 160-172; Jahn 2005, 20-21 and Pientka 1998, 158 with f.n. 79; Kalla 1996, 248; Koshurnikov 1996, 259; Edzard in RlA IV (1972-75), 221.
[517] Also Harris 1975, 36, also reflecting Goetze's uncertainty.
[518] Klengel 1983.
[519] George 2009, 155.

In the OB letter corpus, the most pertinent attestations of *dūru* B meaning "permanent status/property" are: AbB 4 16, AbB 4 40, and YOS 15 36, AbB 2 1, AbB 2 43. This is excluding versions of the expression *ištu dūrim* "from of old".

The letters shed more light on the context within which the term could be used and below a translation is provided (save for AbB 2 43 where the usage is analogous to AbB 2 1 ("permanent status") with brief comments.

AbB 4 16

(1) *a-na* ^{d}utu-*ḫa-zi-ir* (2) *qí-bí-ma* (3) *um-ma ḫa-am-mu-ra-bi-ma* (4) ^{pd}en-zu-*iš-me-a-ni* lú *ku-ta-al-la*^{ki} (5) nu-^{giš}kiri$_6$ *ša* ^{giš}gišimmar dilmun-na (6) *ki-a-am ú-lam-mi-da-an-ni* (7) *um-ma šu-ma* (8) ^{pd}utu-*ḫa-zi-ir* a-šà é *a-bi-ia* (9) *i-ki-ma-an-ni-ma* (10) *a-na* aga-uš-*im* (11) *it-ta-di-in* (12) *ki-a-am ú-lam-mi-da-an-ni* (13) a-šà-*ú-um du-ru-um* (14) *ma-ti-ma in-ne-ek-ki-im* (15) *wa-ar-ka-tam pu-ru-ús-ma* (16) *šum-ma* a-šà-*um šu-ú* (17) *ša* é *a-bi-šu* (18) a-šà-*am šu-a-ti* (19) *a-na* ^{d}en-zu-*iš-me-a-ni* (20) *te-e-er*

(1-3) To Šamaš-ḫāzir, speak, thus Ḫammurabi (says): (4-12) Sîn-išmeanni, the man of Kutalla, a gardener of the Dilmun date-palm informed me as follows, thus he (said): "Šamaš-ḫāzir took away unlawfully a field of my paternal estate and gave it to a *rēdûm*-soldier", thus he informed me. (13-20) Is a permanent field ever taken away? Decide the matter and if that field belongs to his paternal estate return that (field) to Sîn-išmeanni.

Notes:
13: The term *dūrum* functions attributively here, as in CUSAS 10 18, albeit there the construct is used: *eqel dūri*(*m*). I render it as "permanent field", cf. Thureau-Dangin "champ (ayant un) statut perpetual"[520]; Stol on *dūrum* gives "altererbtem Familienland".[521] See also Charpin 1980, 189. On *eqel bīt abišu* see DeJong Ellis 1976, 16 and land designated *bīt abim* 24-25. The context here is interesting on a number of counts. (1) It concerns events taking place in the environs of Larsa, for the complaint came from a man of Kutalla; (2) the letter stems from the archive of Šamaš-ḫāzir and is a letter from Ḫammurabi. While this cannot speak for the likely intervention year earlier of Rīm-Sîn in CUSAS 10 18 in connection with a person's "permanent field" (*eqlum dūrum*), it does further support the idea that deprivation of an *eqlum dūrum*, part of an individual's paternal estate, could be a matter of royal interest and provide grounds for royal intervention[522]; (3) the use of *ekēmum* to describe the taking away of property (cf. usage and similar theme in YOS 15 24)[523] and the implication of Ḫammurabi's question in ll. 13-14 suggests that the taking away of a "permanent field" is, by default, unlawful, for: "is a permanent field ever taken away?" This explains why his instruction to Šamaš-ḫāzir is simply 'determine whether the field belongs to his paternal estate or not'. That alone will decide the question of whether the property should be returned; (4) the letter supports a measure of semantic equivalence between a person's "paternal estate" (*bīt abišu*) and a "permanent field" (*eqlum dūrum*) for the words relayed from Sîn-išmeanni

[520] Thureau-Dangin 1924, 15.
[521] Stol 2004, 736.
[522] See [4.6].
[523] The verb *ekēmum* does not always carry the nuance of *unjust* confiscation. Cf. Di 1456:11 (unpub.): *ša šar-rum i-ki-mu* ("which the king took away (and returned to another)" (Suurmeijer 2014 2:249-250 with a discussion of the dossier in 1:473-476).

concerned how someone took away a "field of my paternal estate" (*bīt abija*), to which Ḫammurabi asks Šamaš-hāzir: "is a permanent field (*eqlum dūrum*) ever taken away?" In his final instruction, he reverts to speaking about whether the field belongs to Sîn-išmeanni's "paternal estate".

AbB 4 40

(1) *a-na* ^{d}utu-*ḫa-z*[*i-ir*] (2) *ù* [^{d}]amar-utu-*n*[*a-ṣi-ir*] (3) *qí-bí-*[*m*]*a* (4) *um-ma ḫa-am-mu-ra-bi-ma* (5) ^{p}*i-bi-*^{d}im ^{lú}gešpu$_2$ (6) *ki-a-am ú-lam-mi-da-an-ni um-ma šu-ma* (7) a-šà é *a-bi-ia ša iš-tu u$_4$-mi ma-du-tim ṣa-ab-ta-nu* (8) ^{p}*še-ep-*^{d}en-zu geštu$_2$-lal dumu *a-bi-ia-tum* (9) *ib-qú-ra-an-ni-ma* (10) ^{pd}utu-*ḫa-zi-ir a-lum ù ši-bu-tum iz-zi-zu* (11) *wa-ar-ka-at* a-šà-*im šu-a-ti ip-ru-sú-ma* (12) *ki-ma a-bi-ia-tum a-bi* geštu$_2$-lal a-šà-*am šu-a-ti la iṣ-ba-tu* (13) a-šà-*um šu-ú ṣi-bi-it-ni-ma* (14) *ú-bi-ir-ru-nim-ma ṭup-pa-am id-di-nu-nim* (15) *ù i-na* dub-*pí-im ša id-di-nu-nim* (16) ^{p}*a-bi-ia-tum a-bi* geštu$_2$-lal (17) [*a-na*] *ši-bu-tim ša-ṭe$_4$-er* (18) *i-na-an-na* geštu$_2$-lal dumu *a-bi-ia-*[*t*]*u*[*m*] (19) a-šà-*li ib-ta-aq-ra-an-ni* (20) *ù še-e i-na-aṣ-ṣa-ar* (21) *ki-a-am ú-lam-mi-da-an-ni* (22) *šum-ma ki-ma i-bi-*^{d}iškur ^{lú}géšpu *iq-bu-ú* (23) *wa-ar-ka-at a-wa-a-tim ša* a-šà-*lim šu-a-ti* (24) ^{pd}utu-*ḫa-zi-ir a-lum ù ši-bu-tum ip-ru-su-ma* (25) a-šà-*am a-na i-bi-*^{d}iškur-*ma ú-bi-ir-ru* (26) *ù i-na* dub-*pí-im* (27) ^{p}*a-bi-ia-tum a-bi* geštu$_2$-lal *a-na ši-bu-t*[*i*]*m ša-ṭe$_4$-er* (28) a-šà-*am ù še-am a-na i-bi-*^{d}iškur-*ma te-er-ra* (29) *šum-ma wa-ar-ka-at* a-šà-*im šu-a-ti la ip-pa-ri-is* (30) ^{pd}utu-*ḫa-zi-ir* a-šà-*am šu-a-ti la ú-bi-ir-ma* (31) *a-na i-bi-*^{d}iškur *la id-di-in* (32) ^{giš}tukul *ša* dingir *a-na* a-šà-*im li-ri-id-ma* (33) *at-tu-nu a-lum ù ši-bu-tum* (34) *a-wa-a-tim ša* a-šà-*im šu-a-ti* (35) *ma-ḫar* dingir *bi-ir-ra-ma* (36) a-šà-*am a-na du-ri-šu id-na*

Translation:
(1-9) To Šamaš-ḫāzir and Marduk-nāṣir, speak, thus (says) Ḫammurabi: Ibbi-Adad, the "Wrestler" (*ša umāšim*(lú-gešpu$_2$)) informed me thus, he (said) as follows: "(concerning) a field of my paternal estate which we have held for a long time Šēp-Sîn the Sukkukum(-official) (geštu$_2$-lal), son of Abijatum claimed against me. (10-17) Šamaš-ḫāzir, the city (representatives), and the elders took their stand; they decided the matter of that field and they confirmed that Abijatum the father of the Sukkukum(-official) had not taken possession of that field, that that field is our possession, and they gave me a tablet and in the tablet which they gave me Abijatum, father of the Sukkukum(-official) is written as a witness (lit. for testimony). (18-21) Now, the Sukkukum(-official) the son of Abijatum has claimed against me (for) my field and keeps (i.e. withholds) barley on deposit." Thus he informed me. (22-28) Either, as Ibbi-Adad the "Wrestler" has said, Šamaš-ḫāzir, the city, and the elders have decided the affairs of the matter of the field and confirmed the field as belonging indeed to Ibbi-Adad and in the tablet Abijatum father of the Sukkukum(-official) is written as a witness (,in which case), indeed return the field and barley to Ibbi-Adad, (29-35) or the matter of that field has not been decided, Šamaš-ḫāzir has not confirmed and given that field to Ibbi-Adad (,in which case), let the weapon of the god come down to the field and you (pl.), the city (representatives) and the elders, confirm the matter of that field before the god and (36) give the field as his permanent property (*ana dūrišu*).

Notes:
22-36: On the sense of the two possibilities envisaged by Ḫammurabi here, see Fiette 2018, 228.

36: The present interest is the meaning of the final phrase *ana dūrišu*. Kraus had translated the final sentence as "*führt das Feld seiner eigentlichen Bestimmung zu*".[524] Fiette gives "d'un statut permanent".[525] More probable is Edzard's rendering. In light of the context of *dūrum* here and elsewhere, he translates: "give the field as a permanent holding of his".[526] If this is correct then it gives a further example of the use of the term to refer to permanent property with the inference that it belongs to that person in perpetuity.

YOS 15 36

(1) *a-na* ^{d}utu-*ḫa-zi-ir* (2) *qí-bí-ma* (3) *um-ma* lú-^{d}nin-urta-*ma* (4) ^{d}utu *li-ba-al-li-iṭ-ka* (5) *aš-šum* a-šà-*lim ša* ^{p}*a-zi*-AN (6) a-šà-*lum du-ú-ru ša a-bi aš-ša-ti-šu* (7) *šar-rum iq-bi-a-am-ma id-di-in* (8) [*a*]*t-ta am-mi-nim a-na ša-ni-i-im* (9) [*t*]*a-ad-di-in* (10) *še-a-am ù* a-šà-*lam te-er-šu* (11) *ù* a-šà lú-túg-meš *ša i-mu-ra-ak-kum* (12) *i-di-iš-šum* (13) *šum-ma aš-šum ia-ú-ut-ti-in* (14) *aš-ta-ap-ra-ak-kum* (15) *tu-uš-ta-ḫa* (16) *me-he-er ṭup-pí-ia* (17) *šu-bi-lam*

(1-4) To Šamaš-ḫāzir, speak: Thus (says) Lu-Ninurta: may Šamaš keep you well. (5-7) Concerning the field of Azi'el, a permanent field (a-šà-*lum du*$^{!}$*-ú-ru*) of the father of his wife, the king declared here (concerning it) and gave (it)(to him). (8-12) Why have you given it to another? Return the barley and the field, and the field of the textile workers which he (Azi'el?) selected for you, give to him. (13-17) If I had written to you concerning things of my own (*šumma aššum jā'ūttīn aštaprakkum*), would you also have treated (it) lightly? Bring here a reply to my tablet.

Notes:
6: *dūru*(*m*) is used attributively (cf. AbB 4 16) and it is worth noting that what is described as an *eqlum dūrum* and now belongs to Azi'el (l. 5) originally belonged to his father-in-law. We are not told the details of the king's pronouncement (l.7), but, based on the description of the property as a "permanent field of the father of his wife", it is likely that this informed the king's decision to give it (to Azi'el) (l. 7), also by analogy with AbB 4 16.
15: On *šuta'û* see CAD Š/3 s.v.
16-17: On the meaning of *meḫer ṭuppim* as a "reply" or "answer to a letter", see Stol 2001, 459.

AbB 2 1[527]

(1) *a-na* ^{d}en-zu-*i-din-nam* (2) *qí-bí-ma* (3) *um-ma ḫa-am-mu-ra-bi-ma* (4) *aš-šum* ^{p}*ib-ni*-mar-tu ugula muḫaldim-meš (5) *ša e-mu-ut-ba-lum* (6) *ša aš-šum* 4 muḫaldim-meš *ú-lam-mi-da*-[*an-ni*] (7) *aš-pur-ak-kum-ma* (8) *um-ma at-ta-a-ma* (9) 4 muḫaldim-meš *šu-nu-ti* (10) *i-na pí-i ka-an-ki-šu ú-ša-áš-ṭi-ra-an-ni* (11) *ù i-na li-bi-šu-nu* (12) ^{p}*gi-mil-lum* (13) *a-na ma-har be-lí-ia aṭ-ṭar-dam* (14) *ša ta-aš-pur-am* (15) ^{p}*gi-mil-lum ša ta-aṭ-ru-da-aš-šu* (16) *a-na ma-ah-ri-ia ú-še-ri-bu-ni-iš-šu* (17) *a-wa-ti-šu a-mu-ur-ma* (18) ^{p}*gi-mil-lum šu-ú du-úr-šu* muḫaldim (19) *wa-at-ri-iš-šu a-na* aga-uš *iš-ša-ṭe*$_4$*-er* (20) *i-na-an-na gi-mil-lum šu-ú* (21) *i-na* muḫaldim-meš-*ma i-il-la-ak* (22) *pu-uḫ-šu ša-ni-a-am-ma a-na*

[524] AbB 4, p.29.
[525] Fiette 2018, 228.
[526] Edzard 1996, 117. A translation "for its duration" or "for its perpetuity" is also possible, which would also be derived from *dūru* B (CAD s.v.).
[527] Also relevant for the meaning "permanent status" is the use of the lexeme in AbB 2 43:22.

aga-uš-meš *mu-ul-li* (23) *ù a-na pí-i ka-an-ki-im* (24) *ša ib-ni-*^{d}mar-tu *na-šu-ú* (25) muḫaldim *ù taḫ-ḫu-*[*š*]*u šu-tam-le-*[*e-m*]*a* (26) *wa-at-ra-am ša i-na ka-ni-ki-im* (27) *la ša-aṭ-ru-šu* (28) *a-na il-ki-im mu-ul-li*

(1-8) To Sîn-iddinam speak: thus Ḫammurabi (says): "concerning Ibni-Amurrum overseer of the cooks of Emutbal(=Larsa) who informed me about four cooks, I have written (to) you and thus you (wrote): (9-14) "he had me register those four cooks according to the wording of his sealed tablet and from them I sent Gimillum to my lord", (that is) what you wrote to me. (15-28) The Gimillum whom you sent here, they caused him to enter before me, I inspected his affairs and that Gimillum, his permanent status is (that of) a cook and additionally he has been inscribed on (the roll of) the soldiers. Now this Gimillum should serve only as a cook. Assign another person to the soldiers as his replacement. The cook and his substitute, release! Allot (in place of) the cook and his substitute according to the sealed tablet that Ibni-Amurrum holds, and place the spare man who is not registered on his tablet to the *ilkum*-duty.

Summary and implications for CUSAS 10 18:21

In summary, as regards CUSAS 10 18:21, these attestations of *dūru*(*m*) B "permanent property/status" do not exclude a meaning *dūru*(*m*) A "city wall" in CUSAS 10 18 but the close semantic connection between the heritable estate (*bīt abim*) and "permanent property" makes *dūru*(*m*) B a fitting subject for the last paragraph of CUSAS 10 18.[528]

4.3.3.3 Types of transaction: sales, exchanges, alterations

Sale and exchange transactions dominate the provisions of CUSAS 10 18. This distinct but close relationship between sale and exchange found in the text is reflected in local Larsa practice.[529] This can be seen in the formal aspects of the texts[530] and the effect of the transactions.[531] Harris notes that "[w]hile most Old Babylonian sales display a uniform format, the structure of exchanges varies widely between the various cities, and to some extent within the cities."[532] The peculiarities of Larsa exchanges as described by Harris[533] are somewhat obscured in the description of exchange in CUSAS 10 18, l. 13 and ll. 22-23 given that the description of the original exchange is presented from the point of view of the buyer, the one who must make restitution according to the apodosis. As well as sales and exchanges, the practice of altering unbuilt or ruined property by building it up following purchase is also attested in the archival record.[534] This practice is explicit in SAOC 44 22, albeit the text post-dates Rīm-Sîn (see the discussion in 4.6 below). It seems also to be part

[528] This gains traction when one considers the most plausible intent behind §§2-4 was to restore family property, namely part of a heritable estate that had been sold or exchanged.
[529] Harris 1983, 80-98.
[530] Harris 1983, 89.
[531] Harris 1983, 93-94.
[532] Harris 1983, 88.
[533] Harris 1983, 88-93.
[534] Discussed at more length in 4.6.

of the background of VS 13 82 (RS 44) when read in light of YOS 8 124 which documents the original sale.[535]

While the transactions and terminology of CUSAS 10 18 do not look out of place in the archival record of Larsa, we need to go further than simply note that such transactions were a part of the local tradition there. Even more compelling for the classification of CUSAS 10 18 as an edict is the known archival evidence for such transactions being reversed in light of a royal edict of Rīm-Sîn. This is presented in 4.4, largely without commentary, and integrated in 4.5 with the findings concerning CUSAS 10 18.

4.3.3.4 Composition

The original designation of CUSAS 10 18 as a school exercise[536] has already been touched upon in the discussion of the language of the text.[537] However, positive evidence for that classification was given in the first edition of the text, and will be addressed here under the rubric of "composition". Its designation as a scribal exercise was based on the following:

"The last section is unfinished, showing that the scribe abandoned his work for some reason. The repetition and unfinished text both suggest that the tablet is a product of scribal practice."[538]

The presence of year names was also understood in this sense: "The accurate writing of year-names was an important skill that had to be acquired by would-be scribes, especially those who were to draw up legal documents, and the date was thus itself an exercise in writing."[539]

The classification as a school text thus relies on: (i) repetition, (ii) unfinished nature of the text, (iii) the inclusion of year names. I address each of these in turn.

The repetition referred to may include the writing of the same year name at the beginning and end of the extant text but presumably the comment relates in particular to the "sections", §§2, 3 4 and 5. However, a brief overview of these provisions shows that each section was distinct.[540]

Section (§)	Property concerned	Transaction type	Required action
2	[house] [orchard] riverside field prebendary office	Purchase	Return (in full)
3	house	Exchange	Return

[535] See 4.6 for a fuller discussion of this dossier.
[536] George 2009, 153.
[537] 4.3.3.1.
[538] George 2009, 153.
[539] George 2009, 153.
[540] The common theme and also the distinctives were noted by George (2010, 153).

	date orchard field riverside field		
4	ruined house-plot	Purchase + subsequent altering of property	Like-for-like replacement
5a	Permanent field	Exchange	Return
5b	[ ]	[ ]	Return

The distinct but related nature of sale and exchange transactions within Larsa conveyances of property[541] makes the alternation of sale and exchange between §2 and §3 a meaningful variation.[542] The content of §4 shares in the common theme but addresses a potential clog in the straightforward application of §§2 (and 3) addressing the building-up and therefore permanent alteration of a property originally sold as a ruin.[543] The preserved portion of §5 concerns the alienation by exchange of another kind of property holding, a "permanent field".[544] Each of these distinct sections envisages a particular application even if it is conceivable that the extant text reflects some accretion over time, so that some variation can be explained as the addition of new provisions.

The second basis for treating the text as a scholastic exercise was the supposedly unfinished nature of the text. This was based on traces of a wedge immediately before the break, l. 30. Little can be said about this, except that it does not appear that it can be explained as the beginning of a ruling. In light of the pattern seen in connection with the rulings,[545] I see the final single ruling beneath the text of l. 29 as enclosing the finished form of the date, albeit a short-form of this Isin-era date. As such a short form is attested,[546] I see no reason to assume that if there is extant text below the line it is a partial continuation of the date formula. If there is text below the line, one could conceive of a colophon which could be completely obscured given the nature and extent of the break. I am, however, hesitant from the photographs to interpret the trace beneath l. 29 as a sign. Aside from these comments, the unfinished nature of the text cannot be inferred from the fact of a partially inscribed obverse, which would be unremarkable for Larsa texts of a variety of genres.[547]

The third issue concerns the presence of year names in the text. The difficulty with taking the writing of year names as indicative of a scribal exercise is that it doesn't explain why they should be included in this text, one that also contains the provisions of §§2-5. It should be asked whether the presence and position of the date(s) can be explained more plausibly, not as the bookends of a scribal exercise, but together with the remainder of the text. Understanding the text as an edict allows the general significance of the date(s) to emerge. The time-sensitive nature of retrospective edicts (Type II) is a crucial aspect of their operation,[548] evidenced e.g. by the archival texts

[541] Harris 1983.
[542] This is not including the variation in property types listed in §2 and §3.
[543] See in particular the discussion in 4.6 below.
[544] See 4.3.3.2.
[545] 4.3.2.1.
[546] See note to l. 29 in 4.3.1 above.
[547] See 4.3.2.1 above.
[548] See e.g. Kraus 1984, Charpin 2010e, Veenhof 1999, 607-608.

seeking to evade the application of an edict (*warki ṣimdat šarrim*).[549] There is still some uncertainty as to whether the final date in ll. 28-29 relates to the entire preceding text or only a portion, and whether it matches the exact date of the Isin era year formula restored in ll. 1-8. We cannot state definitively that the date at the end mirrored the date at the beginning, leaving us with the main options sketched in Table 7 below. However, despite these uncertainties, the text's classification as a Type IIb edict has the advantage of explaining why the writing of a year name should appear *together* with the intervening provisions.

Date notation	Option A	Option B	Option C
ll. 1-8	Date of (original) promulgation		
l. 20	Date of coming into force of ll. 21-27	Date of coming into force of ll. 9-18	-
ll. 28-29	Date of (original) promulgation (mirroring ll. 1-8 in short form)	Date of coming into force of ll. 21-27	Date of writing of CUSAS 10 18 independent of the promulgation of ll. 1-8

Table 6: Interpretations of the dates of CUSAS 10 18

[549] Such references are amply attested in north and south Mesopotamia throughout the OB period but for a Rīm-Sîn era example, see YOS 139:4 (egir inim lugal; a phrase comparable to *warki ṣimdat šarrim* (Landsberger apud Kraus 1984, 35)).

4.4 Survey of archival evidence for analogous edicts: Rīm-Sîn era texts attesting a royal (Type IIb) edict

An important element of the classification of CUSAS 10 18 as an edict is that we can reliably posit a use for the text. This is based on a number of broadly contemporary archival texts. These stem from Rīm-Sîn's Larsa kingdom (TS 58, though written under Ḫammurabi, references a Rīm-Sîn era edict) and the majority reference explicitly the overarching edict, and involve the return of various kinds of property previously conveyed. As most of these texts are already published and have been presented together before,[550] I include in this part only a survey of the evidence in translation. Commentary on the texts is limited. The necessary synthesis between the contemporary records of Rīm-Sîn's reign and CUSAS 10 18 is done in 4.5. This part seeks to provide the reader with a convenient overview of the kind of transactions and outcomes, comparable to those in CUSAS 10 18, that were triggered on the ground as a direct result of a Type IIb edict of Rīm-Sîn.[551]

Kraus' numbering of these texts as L. R-S N (L(arsa) R(īm)-S(în) N(umber) is also included for ease of cross-reference. When these are discussed, I refer to them by the standard or recent edition references. The texts booked by Kraus appear broadly in chronological order.[552] I have, however, included other texts which were either not included by Kraus, or not known, but which deserve to be considered in connection with a discussion of the application of the Rīm-Sîn edicts on the ground.

TS 99 + 99a (=Strassmaier Warka 23 = L. R-S 2)
Date: -/VII/RS 25
Provenance: Kutalla
Bibliography: Strassmeier Warka (no. 23)(copy); Charpin 1980 (transliteration TS 99 + TS 99a (pp.273-274); translation TS 99 (p.133); discussion (pp.133-135)); Kraus 1984 (translation and discussion (pp. 33-34, and *passim* pp. 38-43)).

Translation:[553]
(1) (concerning) a 1/3 sar built-up [house] (2) in […]almum, (3) a 2/3 sar unbuilt [plot], (4) beside the property of Rīmam-Sîn, (5) (at) its front (side) the property of Ilī-tappê, (6) in Kutalla, (7) on account of the edict of the king (*ana ṣimdat šarrim*) (8-9) Puzur-Sîn has satisfied the heart of Ṣillī-Ilabrat. (10-12) [In] future he shall not return, he swore by Rīm-Sîn the king. (13) Before Ṣillī-Ištar son of Ilum-[n]āṣir, (14) before Ennum-Sîn his brother, (15) before Gimillum the musician, (16) before [Sîn]-pilaḫ, (17) before Sîn-luḏ[l]ul his brother, (18) before Bēlum-ilum the *rēdûm*-soldier, (19) before Ikūn-pī-Ištar (20) [m]onth 7 (21-22) year: (Rīm-Sîn) seized the city of Damiq-ilīšu (=RS 25).

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[550] Kraus 1984, 31-50.
[551] Aside from TS 24a, I have not included in this part translations of the texts gathered by Charpin in connection with the royal commission of judges from Ur and Larsa at the end of RS 35 (UET 5 253, TS 25+A, PBS 8/2 264, UET 5 124 + UET 5 252) for which see Charpin 1980, 31-34, Charpin 1986, 70-75, 172-173.
[552] The chronology is uncertain in some cases where the date is not extant or legible (e.g. L. R-S 11 (TCL 10 32))
[553] Based on the better-preserved tablet.

Notes:

Seals: Charpin records that there is no seal impression on the tablet (or on what is left of the envelope).[554]
General: Following Charpin's detailed discussion of the text[555] Kraus added this text to his discussion of the Larsa texts attesting an edict in his 1984 work. Though the text is laconic, Charpin reconstructed the background by comparison with analogous cases, in light of which it appears that two pieces of land were sold to Puzur-Sîn by Ṣillī-Ilabrat. Following the *mīšarum*, the original owner and seller Ṣillī-Ilabrat claimed rightful return of the property from Puzur-Sîn, who then paid him an unspecified amount in compensation,[556] i.e. in lieu of returning the properties. It confirms the application of the edict in Kutalla. A further detail of interest is the presence of a *rēdûm*-soldier among the witnesses. He does not head the list, and his presence may be prompted by other factors, but it may be suggestive of official involvement.

YOS 8 52 (=L. R-S 3)
Date: 19/VIII/RS 25
Provenance: Larsa
Bibliography: Grant 1919 (BBD no. 23, copy (p.14)); HG 6 no.1761, translation (p.149)); Faust 1941 (YOS 8 52, copy); Kraus 1958 (translation, p.203); Charpin 1980 (brief discussion p. 134); Kraus 1984 (translation and discussion, p.34, and *passim* pp.38-43); Bouzon 1995 (discussion, p.13).

Translation:
(1) (concerning) a 30 sar planted date orchard, (2) orchard of Elmēšum son of Uṣi-ina-puš[qim], (3) because he contested (on account of) the edict of the king, (4) (with) 8 shekels of silver (for the) garden, (5) his heart is satisfied. (6-10) [Nev]er in future shall Elmēšum son of U[ṣ]i-[ina-pušqim] pronounce "the garden is mine", he shall not renege (lit. cross), he shall not return, (11) (he swore) by Nanna, Šamaš and Rīm-Sîn the king. (12) (rev.) Before Munawwirum overseer of the merchants, (13) before Iddin-Amurrum son of Sanum, (14) before Lipit-Ištar the metalworker, (15) before Ilī-ṣillī the me[rcha]nt, (16) before Šamaš-gāmil son of Supapum the mer[chant], (17) before Abu(m)-waqar the merchant, (18) before Utu-mansum the me[rchant], (19) before Nanna-mansum the me[rchant], (20) before Sîn-šamuḫ the scri[be]. (21) He rolled the seal of the witnesses. (22) Month 8, day 19, (23-25) the year (Rīm-Sîn) by the mighty strength of Enlil (and Enki) seized the city of Damiq-ilīšu (=RS 25).

Notes:
Seal: the seal reads: ^{d}r nin'-šubur / sukkal-zi an-na / [gi]š-pa kù-šu-du$_7$
On this seal see Feuerherm 2004, 4–42 with further literature.
3: On the awkwardness of *aššum* here see Kraus 1984, 34.
General: As Charpin already noted, the background is comparable to TS 99.[557] The dominance of merchants as witnesses, a fact noted by Kraus,[558] is best understood in light of the practices discussed most recently by Charpin. Combining the archaeological and textual data, in part based on Larsa, but also Ur and Kutalla, Charpin has shown how the impetus

[554] Charpin 1980, 274.
[555] Charpin 1980, 133–34.
[556] Charpin 1980, 134.
[557] Charpin 1980, 134.
[558] Kraus 1984, 34.

among the socially elite merchants of Larsa provided the background for the large scale buying-up of contiguous plots, apparently at an undervalue, a practice which the *mīšarum* edicts under Rīm-Sîn, at least in part, sought to address.[559] This background can also shed light on certain important details in YOS 8 52. There is the dominance of Larsa merchants, including the overseer himself, that shows an interest in the quittance recorded in the text. The size of the orchard concerned, a c.360m^2 piece of land, is also reminiscent of the larger tracts of land associated with the prestige building of the Larsa merchants.[560] It is also interesting that the counterparty of Elmēšum's claim, and the one who paid the 8 shekels, is not mentioned explicitly. It is only stated that Elmēšum's "heart is satisfied". It seems plausible that Elmēšum's original sale formed part of a similar acquisitive drive by the Larsa merchants as attested in other archives,[561] a phenomenon to which the edict of that year applied. The witnessing of a number of the merchants speaks for their common interest, even if not in a strict legal sense, in the quittance recorded in the text.

TCL 10 67 (=L. R-S 4)
Date: -/IX/RS 25
Provenance: Larsa
Related texts: TCL 10 50a+b
Bibliography: Jean 1926 (TCL 10 67, copy); Jean 1931 (Larsa, no. 17 (transliteration and translation (pp. 138-139); Kraus 1958 (translation, p.203); Kraus 1984 (translation and discussion (pp.34-35, and *passim* pp.38-43)); Bouzon 1995 (transliteration and translation pp.11-12 and *passim* in discussion pp.11-30); Charpin 2015 (discussion, p.209).

Translation:
(1-5) In exchange for a 2/3 sar house falling under the edict of the king (*ša ṣimdat šarrim*), which Iddin-Amurrum bought from Abī-iddinam, (10) Iddin-Amurrum (11) gave (6) 16 shekels of silver (7-9) to Ilī-liṭṭul and Ilījatum the sons of Abī-iddinam. (12-14) That at no point in the future shall they (text: sg.) return, they swore by the king. (15) Before Ilī-ṣillī the merchant, (16) before Amurrum-nāṣir the lieutenant, (17) before Irībam-S[î]n the *rēdûm*-soldier, (18) before …, (19) before Ipqu-…, (20) before Sî[n]-abūšu son of Abba-…, (21) before Tarībum the seal cutter, (22) seal of the witnesses (was rolled), (23) month 9, year: (Rīm-Sîn) seized the city of Damiq-ilīšu(=RS 25).

Seals:

Notes:
Seals: On the seals of this text see Delaporte 1923, 2:141–42, with planche 113, Fig.3.[562]
2: In rendering the sense of *ša*, I follow Kraus ("das (unter die) königliche Maßregel (fällt)".[563] Arnaud's collations[564] record that only on the case appears the text: *ša ṣí-im-da-at* lugal.

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[559] Charpin 2015.
[560] Charpin 2015, 203–5.
[561] Charpin 2015, 202–5.
[562] Seal A: for the description of the scenes see Delaporte 1923, 2:141–42;
Seal B: Ilī-ṣillī son of Sîn-iqīšam, servant of Nin[…] (Delaporte 1923, 2:142);
Seal C: Amurrum-nāṣir son of Sîn-rabi, servant of Il-Amurrum (Delaporte 1923, 2:142). On the DN cf. SCCNH 9, 137.
[563] Kraus 1984, 34.
[564] Arnaud 1976, 86.

11: I take the plural of in-sum-meš to be a scribal confusion prompted by the presence of two recipients rather than multiple payers.
21: I read bur-gul with gul indented below (against Arnaud's bur dumu *eš*$_4$-*dar* (*sic*!)((Arnaud 1976, 86). Directly above gul are indented signs belonging to the witness in line 20.
General: The property purchase described in ll. 3-5 is recorded in TCL 10 50a+b (Kraus 1984, 35), a sale text dated to the IV/RS 20, with a recorded price of 1 mina, 6 shekels of silver. As Kraus already noted, reading TCL 10 67 in light of this original contract indicates that two of the three sellers (the third, the father, has apparently died in the interim), in light of an intervening edict, obtain an additional payment of just under a quarter of the original purchase price. The reason for this payment as a proportion of the original price is elusive. For Kraus' comments on the high original price see Kraus 1984, 42.

YOS 8 139 (=Kraus R-S 5)
Date: -/XII/RS 25
Provenance: Ur
Bibliography: Faust 1941 (YOS 8 52, copy); Kraus 1958 (discussion p. 203); Charpin 1980 (reference to Ur provenance, p.57); Kraus 1984 (discussion, p.35 and *passim* pp.38-43); Bouzon 1995 (discussion, p.13).

A full translation is not provided here for, as previous scholars have noted, the interest of the text for present purposes is the appearance of the phrase egir inim lugal (l. 4) in the sale of a one sar built-up house (é-du-à), a phrase comparable to *warki ṣimdat šarrim* (Landsberger apud Kraus 1984, 35). This phrase is included to make clear that the sale, the text of which is dated in the 12th month of Rīm-Sîn 25, was concluded after the edict (which only applied retrospectively). For the likely Ur provenance of the text, see Charpin 1980, 57. That it concerned the sale of a house proper is also indirect confirmation that such a property, and in Ur, fell under the ambit of the edict.

TCL 10 70a+b (=Kraus R-S 6)
Date: 30/XII/RS 27
Provenance: Larsa
Bibliography: [Jean 1926 (TCL 10 67, copy)]; Jean 1931 (Larsa, no. 19 (transliteration and translation (p.139)); Leemans 1950 (references (p.63 with n. 110)); Kraus 1958 (translation (p.203), citation and discussion (p.213, 221)); Kraus 1984 (discussion, p.35 and *passim* pp.38-43); Feuerherm 2004 (transliteration and translation (pp. 198-199)).

Translation:[565]
(1) In exchange for (T: *ana pūḫat*; C: nam [*p*]*ūḫat*) the 2/3 sar (house) (2-4) which Iddin-Amurrum had purchased from Irībam-Sîn, (5) 10 shekels of silver, (6) the price of the 2/3 sar house …. (7) Iddin-Amurrum (10) gave (8-9) to Lamassatum and Ilī-iddinam. (11-13) At no point in the future (shall they return), they [swore] by [Nanna], Šamaš and Rīm-Sîn. (14) Before Abu(m)-waq[ar] the m[er]chant, (15) before Ilī-ṣillī, (16) before Kuk-Ištaran, (17) before Utu-ḫegal, (18) before Bēl-aplim, (19) before Muḫaddûm, (20) before Sîn-māgir. (21-24) The seal of the witnesses. Month 12, day 30, year: (Rīm-Sîn) dredged the canal that roars strongly(=RS 27).

[565] The translation follows the better-preserved case (70b).

Notes:
6: The break here and in the parallel place in l. 5 of the tablet makes the meaning of the final signs of the line uncertain.
13: I restore ì-[in-pàd]-ʿmešʾ. On the copy the traces before the break do not fit lugal.
General: The first three witnesses on the case, who include certainly one and most probably two merchants, do not appear on the tablet. An identification of Ilī-ṣillī in this text with the merchant attested in that text (l. 15) seems plausible. The presence of these witnesses together with the appearance of Iddin-Amurrum as party to the contract, places the circle of merchants firmly in the background and may suggest a context similar to that discussed in connection with YOS 8 52. In this case, the property is family property and the recipients of the payment of the "price" of the property are most likely the children and heirs of Irībam-Sîn, who originally sold the family property. TCL 10 70a:5-10 and 70b: 5-10 document that the amount handed over was indeed the price (šám) of the property. The need for the text to make this clear also fits with our understanding of the *ana pūḫat* terminology whereby the text is documenting a deviation from a default application of the edict whereby the property was to be returned. That the payment should correspond to the price, at least ostensibly, seems to be reflected in TCL 10 70a+b. This correspondence of the payment with the original price was already proposed by Kraus.[566]

BIN 7 166 (=L. R-S 7)
Date: *18*/VI/RS 28
Provenance: Larsa
Bibliography: (BIN 7 166, copy (plate 53); Kraus 1958 (translation, p. 204); Kraus 1984 (translation pp.35-36 and *passim* in discussion pp.38-43);

Translation:
(1) A 46 sar orchard, (2) beside the orchard (of) Numušda, (3) beside the orchard (of) *Pilakum*, (4) the orchard of Ipqu-Adad, (5) from Ipqu-Adad (6) the owner of the garden, (7) Adad-rēmēni, (8) on the basis of the decree of the king (*ina awāt šarrim*), (9) made the orchard revert (*ušēṣi*). (10-12) Never in future shall one return against another, (t)he(y) swore by Rīm-Sîn the king. (13) Before …, (14) before Šu[…], (15) before Lalu[…], (16) before *Amrisa*[…](?), (17) before Šamaja, (18) before … the *rēd*[*ûm*-soldier], (19) before Šamaš-nāṣir the scribe. (20-21) They applied the seal of the witnesses. (22) Month 6, day *18*, (23-24) the year: (Rīm-Sîn) had the wall of Zarbilum built(=RS 28).

Notes:
18: Restoration at the end of the line: ag[a-uš].

YOS 8 94 (=L. R-S 8)
Date: 24/VI/RS 28
Provenance:
Bibliography: Grant 1919 (BBD no. 15); HG 6 no.1762 (translation); Faust 1941 (YOS 8 94, copy); Kraus 1958 (translation p.204); Kraus 1984 (translation p.36 and *passim* in discussion pp. 38-43); Feuerherm 2004 transliteration and translation, no. K81.

[566] Kraus 1984, 41.

(1) A 2 sar empty plot (é-kislaḫ), (2) beside the property of Igmil-Sîn, (3) and beside the house of Warḫu-napir, (4) its front (side by) the Ṣarbatum canal, (5-9) Abum-Waqar gave (it) to Apil-Sîn and *Ṭāb-ṣillum* on account of the proclamation of the king (*aššum awāt šarrim*) in exchange for their house ([*pū*]*ḫat bītišunu*). (10-13) [In future] they will not return, they [swore] [by] Nanna, Šamaš and [Rīm-]Sîn [the king]. (14) [Before]…, (15) [before] …, (16) before Šummaja, (17) before Sîn-iqīšam, (18) before Naplis-Ea, (19) before Sîn-gāmil, (20) before Luṭṭul-Anum, (21) before Lalu, (22-23) before Ilī-tūram, *rēdûm*-soldier of Lipit-Ištar, (24) before Ipquša the scribe. (25) Month 6, day 24. (26) The seal of the witnesses. (27-29) The year: (Rīm-Sîn), at the command of An, Enlil, and Enki had the wall of Zarbilum built (=RS 28).

Notes:
22-23: Cf. JRAS 1926 437:41 for a parallel of a man (high-ranking ?) with a designated soldier).

TS 22 + 22a (=L. R-S 9)
Date: -/VIII/RS 28
Provenance: Ur
Bibliography: Strassmeier 1882, Warka no. 95; HG 3 no. 728; Kraus 1958 (translation p.204); Charpin 1980 (transliteration (pp.214-215), translation (p. 29) and discussion in context pp. 29-34, esp. 33-34)

Translation based on tablet (for variants with the case see (Charpin 1980, 215)):
(1) A 1 sar built-up house, (2) beside the house of Ku-Ninšubur (3) and beside the house of Narām-ilīšu. (4) On the basis of an edict of the king, (5) Sîn-puṭram, (6) Bēlī-iddinam, (7) and his brothers, sons of Sasija, (9-11) gave to Sîn-imgur[…] son of Ipquša. (12) I[n future] Sîn-p[uṭram] …. (rev. 1') …-Sîn son of […] (2') Šumi-ahī son of Sani[…] (3') AN.KA-Sîn son of AN[…] (4') Sîn-irībam (5') Ilšu-bāni the (holder of the office of the) *kakikkum* (6') Šumum-libši h[i]s [br]other, (7') Mār-iltim, (8') Erībam-Sîn son of … (9') month 8, (10'-11') year [Rīm-Sîn] built the wall of Zarbilum (=RS 28).

Notes:
5: On *kakikkum* see Charpin 1980, 19-23, cf. UET 5 252:15 (case: l. 14) (-/V/RS 35).

TCL 10 76 (=L. R-S 10)
Date: -/IV/RS 29
Provenance: Larsa
Bibliography: Jean 1926 (TCL 10 76 , copy); Jean 1931 (Larsa, no. 21 (transliteration and translation (pp. 140-141); Kraus 1958 (translation, p.204); Kraus 1984 (translation and discussion (p.36, and *passim* pp.38-43)); Bouzon 1995 (excerpt in transliteration and translation, with discussion pp.14-15); Charpin 2015 (brief discussion, p.210).

(1) In exchange for (*ana pūhat*) a vacant plot, (2) which (falls under the) the edict of the king (*ša ṣimdat šarrim*), (3-4) which Šamaš-tappa-ilija had sold to Iddin-Amurrum, (5) a 2/3 sar (and) 10 'grain' built-up house, (6) next to the property of Sîn-bēlī (7) and next to the property of Šamaš-tappê, (8-10) Iddin-Amurrum gave to Šamaš-tappa-ilīja. (11-13) Never in future shall he(=Šamaš-tappa-ilīja) contest the matter against a brother, he

swore by Rīm-Sîn the king. (14-15) Concerning a claim on his (=Šamaš-tappa-ilija) property, Iddin-Amurrum shall be responsible. (16) Before Ilī-ṣillī, (17) before … his brother, (18) before Abum-waqar, (19) [before] Šēp-Sîn, (20) before Tizqarum (21) before E-nādā, (22) before Dulluqum the *rēdûm*-soldier, (23) before …-Sîn. (24) The seal of the witnesses. (25) Month 4. (26-29) Year: the righteous shepherd Rīm-Sîn, by the word of An, Enlil and Enki, (seized) the city of Dunnum (and) the capital Isin (=RS 29)

Notes:
General: The "exchange" reflects the fact that the original vacant property is what was supposed to be returned. Instead a built-up house is given. It is not possible to know whether the built-up property that was given reflected an uplift in value against the original plot by way of compensation for not returning like-for-like property. As regards ll. 16-19, it is possible that these individuals are merchant colleagues of Iddin-Amurrum.

YBC 4484
Date: -/-/RS 29
Provenance: Larsa
Bibliography: Feuerherm 2004.

Translation (from tablet):
(1-4) [(Concerning) … (an orchard) …], beside […], beside the house of […]-ilī. (5-12) Following the proclamation of the king, Awīl-ilī laid claim and Abum-waqar paid Awīl-ilī and Munawwirum his son 2 shekels of silver as its full price. (13-22) Awīl-ilī and Munawirrum swore by the name of Nanna, Šamaš and Rīm-Sîn the king (that) in future they will never say "(It is) my orchard" nor reopen the matter. Awīl-ilī shall answer a(ny) claim (on the) orchard. (23-34) Before Šēp-Sîn son of Gāmilum, before Sîn-šamuḫ, before Nūr*ni*-AN-NA son of Elaja; before Šamaš-gāmil son of Sîn-bēl-ilī, before Šamaš-nāṣir son of Sîn-rabi, before Apil-ilīšu *son of* <…>, before Šamaš-muballiṭ, before Sîn-bēl-aplim, before Apil-i[lī]šu son of Amurrum-nāṣir, before Lipi[t]-Sîn, before Amurrum-gāmil, *rēdûm*-soldier of the governor (*šakkanakkum*(gìr-nitá)), before Ḫummurum. (35-38) The seal of the witnesses. Month 5, day 20, year (by) the strong arm of Anum (and) Enlil […]…Dunnum was se[ized](=RS 29).

TCL 10 132 (=L. R-S 11)
Date: -/XI /RS ?
Provenance: Larsa
Bibliography: Jean 1926 (TCL 10 132, copy); Jean 1931 (Larsa, no. 18 (transliteration and translation (p.139); Kraus 1958 (translation, p.204); Kraus 1984 (translation and discussion (pp.36-37, and *passim* pp.38-43)); Bouzon 1995 (discussion p.15); Charpin 2015 (discussion, p.209).

Translation:
(1) In exchange for a property (2-3) which, from Nūr-Sîn and Nūr-Šamaš, (4-5) Iddin Amurrum had bought, (6) on the basis of the edict of the king (*ana ṣimdat šarrim*(lugal)), (7-9) six shekels of silver Iddin-Amurrum gave to Nūr-Sîn. (10-12) he would never in future return, he (=Nūr-Sîn) swore by the name of the king. (13) [Before] Sîn-qātī-ṣabat, (14) before Šamaš-muballiṭ, (15) before Akšaja, (16) before

Šumu-libši, (17) before Ubār-Šamaš, (18) before Sîn-hāzir the scribe. (19) The seal of the witnesses. (20) Month 11, (21) year …

Notes:
21: The year name remains a puzzle. A suggestion of M. Stol is to read:
mu˹ ˺íd˺ idigna˹ mu˹-ba-al˹ (=RS 19).
General: The original contract is TCL 10 128a (AO 6383). Cf. seal on original contract (Delaporte reference: seal A. 491).

TCL 10 105 (=L. R-S 12)
Date: 18/X/RS 31
Provenance: Larsa
Bibliography: Jean 1926 (TCL 10 105, copy); Jean 1931 (Larsa, no. 28 (transliteration, translation and discussion (pp.148-150); Kraus 1958 (translation, and comment p.205); Kraus 1984 (translation and discussion (p.37, and *passim* pp.38-43)); Bouzon 1995 (transliteration, translation, and discussion pp.15-16).

Translation:
(1-12) [concer]ning the orchard which from Šu-Nanaja, Iddin-Amurrum son of Ištar-ilum had bought. Iddin-Amurrum son of Šamaš-tappê claimed (against) him and (the judges) rendered a verdict for them (to the effect that) a 1 iku orchard (and?) a 1 ½ iku empty plot (*terīqtam*), Iddin-Amurrum son of Ištar-ilum gave to Iddin-Amurrum son of Šamaš-tappê on the basis of the edict of the king (*ana ṣimdat šarrim*). (13-14) One shall not return against another, they swore by the name of Rīm-Sîn the king. (15-23) Before Šamallum, overseer of the merchants, before L[iṭṭ]ul son of Pijatum, before Munawwirum the carpenter, before Warad-Ištar [son of] Ipqu-Adad, before Ilī-iddinam the physician, before Awīl-ilī son of …. The seal of the witnesses. Month 10, day 18, the year after Isin [was seized](=RS 31).

Notes:
7-8: It is not certain how the plots in these lines relate to each other. Kraus recognised the ambiguity and co-ordinated them with "(and?)". It is also possible that the lines should be read: "(in exchange for the) 1 iku orchard (i.e. the original plot), a 1 ½ iku empty plot Iddin-Amurrum….gave…".
8: I follow AHw in deriving the lexeme *ti-ri-iq-ta-am* from *ri'āqum* (AHw III s.v. *te/irīqtu*(*m*)) contra CAD T sub *teriktu* A (< *tarāku*).
15: See Leemans 1950, 70.

YOS 8 141 (=L. R-S 14)
Date: 11/I/RS 34
Provenance: Larsa
Bibliography: Faust 1941 (YOS 8 141, copy); Kraus 1958 (translation and discussion, pp.205-206); Kraus 1984 (translation and brief discussion, pp. 43-44); Wilcke 1985 (transliteration following collation, and translation, pp.288-289, fn. 108).

(1-8) At the time of the confrontation concerning (*ša*) the estate of her father, belonging to Būrtum, which they had a conflict (about), they approached Talīmum, but Būrtum had discarded the estate of her father and followed Ṣillī-Aḫḫu'a and Ṣillī-Aḫḫu'a had taken her (in marriage): (9-17) 1/3 mina of ring silver from her hand, ½ mina of ring

silver from her feet, a 10 shekel silver toggle-pin, 2 shekels of gold from her ears, 1 female slave, […La]massi is her name, 1 male slave […] her [brother/father], Abum-… is his name, 1 copper container (with capacity) of 100 litres, 5 *weights* of bronze, (18-26) 1 sar built-up house, beside the house of […-S]în, and beside the house of […] son of Nunnakia, which Ṣillī-Aḫḫu'a after (the death of) his father had made revert (*ušēṣûma*) for a second time on the basis of a proclamation of the king. His brothers do not have anything against him (i.e. he does not owe his brothers anything). (27-33) 1 iku planted orchard beside the orchard of ... which, at the time Ṣillī-Aḫḫu'a had taken Būrtum (in marriage), one from her father's house had declared "you shall not take (it)" – Ṣillī-Aḫḫu'a gave (his) consent to Būrtum. (34-40) Witnesses and date (=RS 35).

Notes:
1: For this translation of *tiṣbuttu*(*m*) see AHw s.v., 1362a ("Auseinandersetzung"); cf. Wilcke 1985, 289, fn. 108 ("Auseinandersetzung?").
31: Wilcke (coll.): *ú-ul ta-ḫa-az*[!]*-m*[*a*] (Wilcke 1985, 289, fn. 108).

UET 5 253 =(Kraus L. R-S 15)
Date: -/XII/RS 35
Provenance: Ur
Related texts: UET 5 144, 145
Bibliography: Figulla 1953 (UET 5 253, copy); Kraus 1955 ((WdO 2 p.132); Kraus 1958 (translation (p.206), discussion (p.207)); Kraus 1984 Translation (p.45), discussion (p.45); Bouzon 1995 (discussion, p.19).

Translation:[567]
(1) ½ iku plot with young palm-trees (^{giš}gišimmar-tur-ra) (and) (2-4) a ½ iku unbuilt plot (é-kislaḫ) beside the orchard of Lā-qīpum and beside the orchard of Lu*ma*-nūrī (5) son of Awīl-ilum (6-7) which from Sîn-iqīšam son of Kalag-lulal (8) Iškur-gugal son of Ilšu-bā[ni] (9) had purchased. (10-11) Citing the latest edict of the king, (12-13) Šēp-Sîn and Ilī-imgura[nni] (16) turned to (14) the judges of U[r] and La[rsa]. rev (4 or 5 lines destroyed) … (9') Sa[…] (10') Sîn-pa[…] [aga-uš]. (11) The seal of the witnesses. (12) Month 12, year 6 after Isin was seized (=RS 35).

Notes:
General: The relationship between the parties and the pre-history to this text remains obscure (Kraus 1984, 45) but, as Bouzon notes, it appears to record an appeal to the judges of Ur and Larsa against a previous contract of sale, citing an "earlier" edict of the king (*ina ṣimdat šar*[*rim*] *warkītim*).

VS 13 81 =(Kraus L. R-S 16)
Date: -/I/RS 41
Provenance: Larsa

[567] Seal A: *la* [*qì*]-*pu-um* / dumu e-AN-la-ta dub-s[ar] / ìr ^{d}[…] *šum*?
Seal B: *ì-lí*-x-x-*mi* / dumu ^{d}en-zu-*še-mi* / ìr ^{d}Amurrum.

Bibliography: Figulla 1914 (VS 13 82, copy); Kraus 1958 (translation and discussion (p.207)); Kraus 1984 (translation (p.47), discussion (pp.45-47)); Bouzon 1995 (discussion pp.16-17).

Translation:
(1) A 1 iku orchard *full* with datepalms, (2) its one side (the property of) … , (3) its second side (the property of) sons of Zinatum; (4) its front side …, (5) its back side …, (6) orchard of Sîn-rabi. (7) From Sîn-rabi, (8) the owner of the orchard, (9-10) after the third edict of the king, (11) on the basis of the edict the 1 iku orchard (12) he made it revert (lit. caused to go out) and (13-14) Ubār-Šamaš bought (it). (15-17) He weighed out 10 shekels of silver as its full price. (18-21) At no point in the future shall Sîn-rabi be responsible concerning the garden, (22) he shall not pronounce "(this is)my garden", (23) he shall not return, (25) he swore (24) by Nanna, Šamaš and Rīm-Sîn the king. (26) Before Apil-ilīšu the fabric-beater, (27) before Ubār-Šamaš the seal cutter, (28) before Ḫabil-kēnum the envoy (rá-gaba), (29) before Ubār-Šamaš the envoy (rá-gaba), (30) before Sîn-imguranni son of Nanna-da[…], (31) before Ilšu-nāṣir son! of …, (32) Nūr-… son! of Sîn-…, (33) before Dummuqum. (34) The seal of the witnesses. (35) Month 1, (36) year 12 (after the year Rīm-Sîn) by the mighty weapon of An, Enlil and Enki had seized Isin(=RS 41).

Notes:
11: Against Koschaker and CAD, I follow Kraus in not amending ZI-im-da-tim to *izibtim* and so to retain a second reference to the edict (Kraus 1984, 45–47).

VS 13 82 + a (= Kraus L. R-S 17)
Date: 30/XI/RS 44
Provenance: Larsa
Related texts: YOS 8 124
Bibliography: Figulla 1914 (VS 13 82, copy); Kohler & Ungnad 1923 (HG 6 no. 1657, translation (p.93)); Kraus 1958 (translation and discussion, p.207); Kraus 1984 (translation (p.47), discussion (pp.47-48)); Bouzon 1995 (discussion pp.17-18).

Translation:[568]
(1) A 1 sar built-up house (2) beside the property of Nanna-mansum (3) and beside the property of Ubār-Šamaš, (4) (on) the street of Šamaš-muballiṭ overseer of the merchants, (5) the property of Ubār-Šamaš (6) to Ṣillī-Irra, his sons and his wife (7) according to the edict of the king (*ana ṣimdat šarri*) (8) he (U.) provided for him (Ṣ)(*iškuššum*), (9) and 5 ½ shekels of silver (10) as a supplementary payment (*ana tappīlātim*) (11) he (also) gave to him (*iddiššum*). (12-16) (That) never in future shall Ubār-Šamaš be responsible for a claim on the house, (and) shall never pronounce "(this is) my property" (17-18) he swore by the name of Rīm-Sîn the king. (19) Before Ilam-ereš son of Arwiu(m), (20) before Ilšu-nāṣir son of Sîn-šēmi (21) before Ninsianna-igidu son of Gunī, (22) before Ipqu-Ištar overseer of the cloister, (23) before Nabi-ilīšu son of Amurrum-mālik (24) before [Ubā]r-Šamaš the seal cutter, (25) before Ibbi-Adad

[568] Seal A.1: *na-bi-ì-lí*[*-šu*] / dumu ^{d}mar-tu-*ma-lik* / ˹ìr˺ ^{d}˹r˺mar-tu˺; Seal A.2 (=B.1): Ur-[x (x) ^{d}]nisaba / dumu ^{d}*šu-bu-l*[*a*]-*qar-ra-ad* / ìr ^{d}[*ḫa*]-*ià*; Seal A.3: ˹*ip-qú*˺-^{d}[inan]na / dumu *i-bi-*^{d}*na-na-a* / ìr ^{d}šára; Seal A.4: din[gir-*na-ṣ*]*i-ir* / dumu ^{d}en-zu-*še-mi*! ìr ^{d}im-x-x; Seal B.1: Ur-^{d}[nisaba] / dumu ^{d}*šu-bu-l*[*a*]-*qar-ra-ad* / ìr ^{d}ḫa-ià / ^{d}nisaba.

the stone cutter, (26) before Namram-šarur son of Ur-Ninsianna (27) before Sîn-ilum son of Irībam-Sîn (28) Šamaš-liwwir the seal cutter, 29 before Sîn-ašared the seal cutter, (30) Dummuqum the government scribe (31) before Amurrum-mālik the merchant, (32) before Ur-Nisaba, (33) before Sālilum the scribe. (34) The seal of the witnesses. (35) Month 11, day 30, 36 the year 15 (after) Isin was sei[zed].

Notes:
6: On the identity of the sons referred to here, cf. YOS 8 124, and also YOS 8 125. In light of the same texts, his wife referred to here is Aḫatum.
21: Cf TCL 10 55, rev. 16
31: Cf. patronym in l. 23.

YOS 8 110 (=Kraus L. R-S 18)
Date: -/I/RS 49
Provenance: Larsa
Bibliography: Faust 1941 (YOS 8 52, copy); Kraus 1958 (brief comments, p.48); Kraus 1984 (brief comments, p.48); Bouzon 1995 (discussion, p.18).

Translation:
(1) 1/3 sar […] (2) beside the house of Pura[…] (3) and beside the house of Sîn-[…], (4) a house of Sîn-da[miq], (5) from Sîn-da[miq] (6) the owner of the house […], (7) after the decree of the king(*warki awāt šarri*[*m*]) (8-9) Ubār-Šamaš bought (it); (10-12) he weighed out 4 2/3 shekels of silver as its full price. (13-16) At no point in the future shall Sîn-damiq be responsible for a claim on the property[…]; (17-18) that he shall not pronounce "(this is)my property", that he shall not return (19-21) he swore by Nanna, Šamaš and Rīm-Sîn the king. (22) Before Apil-ilīšu the *brewer* (23) before Ilum-liṭṭul the silversmith, (24) before Inanna-Dingir[…], (25) before Ur-… (26) before Dummu[qum], (27) the seal of the witnesses. (28) Month 1, (29) year 20 (after) Isin (30) was se[ized].

Notes:
22: If this Apil-ilīšu is to be identified with the ropemaker of the same name in VS 13 81:26 then his title/occupation here is different.
General: Coming in RS 49, but sufficiently close to an earlier edict to merit inclusion of the 'avoidance of doubt' clause (*warki awāt šarrim*) takes us close to the point at which the edict of CUSAS 10 18 may have been written. However, if CUSAS 10 18 was dated to year 21 after Rīm-Sîn seized Isin (RS 50) then it would mean that the edict to which YOS 8 110 refers, and the edict recorded in CUSAS 10 18, appear to be improbably close in time.

TS 58 +a (= L. R-S 19)
Date: 4/VII/Ḫa 41
Provenance: Ašdubba (?)
Bibliography: Strassmaier Warka no. 30; Kraus 1958 (excerpt translation and comments pp.207-208); Charpin 1980 (transliteration pp.242-244, translation and discussion pp.142-146); Kraus 1984 (excerpt translation and comments pp.48-49).

Translation (based on tablet):
(1-6) Concerning an orchard of Sîn-māgir, which Mār-Amurrim bought for silver, Ilum-bāni claimed on the basis of the edict of the king (*ana ṣimdat šarri*(*m*)) and they went

to the judges and the judges sent them down to the gate of Nin-mar. (7-17) The judges of (at?) the gate of Nin-mar (made Ilum-bāni swear) in the gate of Nin-mar. Thus he swore, as follows: I am indeed a son of Sîn-māgir, he took me as a son (lit. for sonship), my sealed tablet is not broken (i.e. voided)." Thus he swore and after (the reign of) Rīm-Sîn, they confirmed the orchard and house (as belonging) to Ilum-bāni. Sîn-muballiṭ returned and contested (18-33) and they went to the judges and the judges sent them down to the city (assembly) and elders and at the gate of Nanna, the *šurinnum*-emblem of Nanna, the Divine Bird of Nin-mar, the Divine Spade of Marduk, the Divine Weapon of Abnum took their stand and the former witnesses of Mār-Amurrim had declared that at the gate of Nin-mar Ilum-bāni had sworn "I am indeed the son" and (so) they confirmed the orchard and house (as belonging to) Ilum-bāni. Sîn-muballiṭ shall not return and contest (the matter), he swore by Nanna, Šamaš, Marduk and Ḫammu-rabi the king. (34-47) Before Sîn-imguranni the mayor, before Etel-pī-Sîn, before Apil-erṣetim, before Ubārum, before Sanqum, (before) Warad-Sîn, before Aḫija, before Sîn-dugul, before Šamaš-bāni son of Abī-maraṣ, before Saniq-pîšu, before Izkur-Ea the *rēdûm*-soldier, before Ba'u-ila. Seal of the witnesses. Month 7, day 4, Ḫa 41.

UET 5 263[569] **(=Kraus L. R-S 20)**
Date: date not preserved
Provenance: Ur
Bibliography: Kraus 1955 (WdO 2, p.132); Kraus 1958 (translation (p.208) and discussion (pp.208-209)); Kraus 1984 (translation (p.49) and discussion (pp.49-50)); Bouzon 1995 (referenced p.19, fn.39).

Transliteration:
(0') [a temple office] [Appâ] (2') had given (1') [to] [*Kiagmadana* (?)] (2') and he(=K.) had bought (it). (3') On the basis of an edict of the king (*ina ṣimdat šarrim*) (4'-5') Appâ son of Bēli… took away (*īkimšu*) the temple office. (6'-7') The king decided the matter and, from the temple office of Appâ, (9') the temple office of … (10') 10 days per year (of) the temple office of *E-Urlulu* (11'-12') the king returned (it) to *Kiagmadana*. (13') In future he shall not contest the matter. (14')(erased) Before Šullum, (15') Nergal-bāni, (16') Namti-nigba-ani, (17') ... (18') Iddin-Erra, (19') Šamaš-rabi, (20') … (remainder broken)

Notes:
Seal: *a-ap-pa*[-*a*] / dumu *be-lí*[-*i*]
3': As reconstructed, the fragmentary text records the king's intervention in what appears to have been a misapplication of his edict whereby Appâ who had, it seems, sold a prebend to K. and then taken it away on the alleged basis of the royal edict. The remainder of the text is taken up with the decision of the king and the return by the king of certain prebendary shares to K., presumably in compensation for or equivalent to that taken away by Appâ. The most immediate interest in the text for our purposes is the indirect support it gives to the proposition that a prebendary office could come under the application of a *ṣimdat šarrim*. This inference can be drawn despite the fact that Appâ's action was wrongful. Unless Appâ's action was entirely novel, it speaks for an understanding of the operation of a royal edict as applying, in principle, also to sales of prebendary offices. It is explicit in CUSAS 10 18 that an earlier sale of a prebend (*parṣum*) could come under the sway of the edict, and may have applied by extension to cases of prebendary exchange.

[569] See now the photo on CDLI (P415148).

9': mar-za *sa-l*[*a-l*]*i-tam* (?).
16': Cf. UET 5 194, rev. 6' (Amurrum), also Richter Panthea 2 2004, 462, though with no further progress.
17': The reading of both names is uncertain: ^{p}e$^{?}$-da$^{?}$-ú ^{p}AN-BA-BI-A

VS 13 71
Composite from tablet and case
Date: -/XII/RS 32
Provenance: Larsa

Translation (composite from tablet and case):
(1-10) 1 sar ruin (*ki-šu-bu*) and … (*ù* UD), house (é) of Zamitam, Ubār-Šamaš built up (*i-pu-ú-ši*) … as long as the king stays in Warka[…], Ubār-Šamaš is present; on the day the king enters (*īterbu*), Zamitam shall take (*itabbal*) his house
Witnesses (case); month and date (composite):[570]
(11) before Nūratum son of Ilī-išmeanni, (12) before Tarībum son of … (13) before Nūratum son of Ur-gāmil (14) before Iddin-…, (15) before Šamaš-kīma-ilija, (16) before Irībam-Sîn. (17) Month 12, day [4], (18-19) The year following the third year (after Rīm-Sîn) captured Isin.

TS 24a
Date: -/VI/RS 34
Provenance: Ur
Bibliography: Charpin 1980 (p. 30 (translation), pp.31-34 (commentary); pp.216-217 (transliteration).

Translation of case (as restored by Charpin):
(1) [or]chard [of Ipquša], (2-3) [a]s much as they [re]verted [on the basis of the ed]ict of the [ki]ng, (4) [the son]s of Sasija (5) [and] Sîn-imgur (6-7) [divi]ded [equ]ally. (8) He swore by the name of the king. (9) [Before] Nanna, (10) Šamaš, (11) Annum-pî-[…], (12) Sin-[ēriš] (13) son of … (14) Sîn-erībam, (15) Warad-[Ištar]. (16) [The seal of] the witness[es]. (17) [Month] 6, day [5], (18) the year following [the fifth year after] Isin [was seized].

[570] Seal A.1: ^{d}dam-ga[l] / ^{d}en-[…]; Seal B.1: ^{d}en-ki / ^{d}dam-gal-nun-na; Seal B.2: *nu-úr-ra-tum* / dumu *ì-lí-iš-me-a-ni* / ìr ^{d}en-zu-˹…˺.

4.5 Between chancery and archive: integrating CUSAS 10 18 with the archival evidence for Type IIb edicts under Rīm-Sîn

4.5.1 Introduction

Kraus classified the royal edicts as Type I, Type II and Type III acts. Taking aside Type III legal acts, the royal law-collections, Type I concerned administrative changes that were prospective in effect, while Type II edicts were retrospective in effect.[571] Kraus subdivided Type II edicts according to those explicitly annulling debts (hereafter "IIa" edicts), and those annulling transfers of property (hereafter "IIb" edicts).[572] Type IIb edicts are attested, based on the archival material, for the kingdom of Babylon, Marad, Ḫana, and Larsa. Indeed, all the proposed Type II edicts for the kingdom of Larsa, all of which come from the reign of Rīm-Sîn, appear to be Type IIb edicts, mandating the return of property previously transferred.

In part 4.3, evidence was presented for classifying CUSAS 10 18 as preserving the text of a Type IIb edict of Rīm-Sîn. The known archival evidence for such edicts issued under Rīm-Sîn was surveyed in part [4.4]. The purpose of this section is to integrate the findings about CUSAS 10 18 with that contemporary evidence of Type IIb edicts issued under Rīm-Sîn. In doing so, I am making a working assumption. No clear synchronism exists between an archival text (mentioning an edict) and CUSAS 10 18, even assuming the different possibilities for the latter's date. The majority of the archival texts with an extant date pre-date CUSAS 10 18, and at least two of the archival texts post-date Rīm-Sîn's reign.[573] Kraus considered that Rīm-Sîn issued at least three edicts,[574] all of them concerning the annulment of property sales and transfers.[575] In what follows, I assume a high degree of textual stability between CUSAS 10 18 and the text of the earlier edicts that are attested only in the archival record. There are a number of factors that support an assumption like this. Although the edict of Rīm-Sîn's 25th year (the "first edict" according to Kraus) is, based on Kraus' grouping of texts, the best attested, the archival texts that attest the existence of the "second edict" and "third edict" show considerable consistency in their application. At the very least, the nature of the edict clearly remained a "Type IIb" edict, mandating the return of property previously transferred and it seems reasonable to assume the provisions of the edict(s) remained stable. To the extent that an edict tradition from a different kingdom can be comparable, the diachronic snapshot of the edicts issued by the Babylonian kings of the first dynasty show a cumulative but conservative textual tradition, to the point that the text in some respects had even become fossilized.[576] As will become clear in the discussion that follows, assuming close alignment between CUSAS 10 18 and the earlier edicts of Rīm-Sîn's reign can lead to a sharper understanding of certain features showing up in the archival texts.

[571] Kraus 1984, 113.
[572] Kraus 1984, 113–14.
[573] SAOC 44 22; TS 58.
[574] Kraus 1984, 31–50.
[575] Kraus 1984, 114.
[576] Lieberman 1989, 251-256; Charpin 1987.

4.5.2 Edicts for the kingdom of Larsa: geographical spread and official oversight

The two-fold goal of this synthesis is to match up the archival material and aspects of CUSAS 10 18 but also to seek to explain divergences or fill in gaps not addressed by the other material. Two aspects about which CUSAS 10 18 cannot precisely inform us are (i) the geographical reach of the edicts, and (ii) the process of official oversight when the edicts came to be applied. For this, the archival evidence can fill in the picture. From the archival texts dealing with royal edicts in the kingdom of Larsa[577] the best attested, from an archival perspective, is the 'first' edict of Rīm-Sîn (RS 25) in which it can be concluded from the texts from Larsa, Ur[578] and also Kutalla, that this edict, at least, was applicable in the entire kingdom,[579] a reach which can be reasonably supposed for the other Rīm-Sîn edicts. This leads then to the matter of official oversight or application of the edict on the ground. When it comes to such oversight, our best evidence remains the commission of judges of Ur and Larsa[580] convened in Ur in the 12th month of RS 35[581] reconstructed by Charpin with particular reference to a dossier attesting the family of Sasija in Ur.[582] Also relevant for the application of this edict is the dossier relating to the family of Ku-Ningal.[583] The claim recorded in TS 25 by the sons of Sasija, which was ultimately unsuccessful, is best understood as an attempt to invoke the application of Rīm-Sîn's recently promulgated edict in RS 35.[584] The presence of a king's servant, and soldiers in apparently official capacity[585] in the archival texts points towards the importance and availability of oversight in the application of the edicts.[586] While CUSAS 10 18 does not enlighten us about this aspect of enforcement, it does complement and refine the picture we have of how the edict was applied on the ground. The various outcomes in the archival material were classified by Kraus and I now turn to consider these.

[577] Kraus 1984, 31–50.
[578] Charpin 1980, 29.
[579] Charpin 1980, 134.
[580] In general see Charpin 1980, 31-34 with Charpin 1986, 74-75 and 172-173. Specifically see TS 25a:15-18 (Charpin 1980, 217), UET V 253:14-16 (Charpin 1980, 32-33) and PBS 8/2 264:9-10. Kraus (1984, 43-44) considers that YOS 8 141 may be connected to the same commission.
[581] Also attested by ll.14-16 of UET V 253 (Charpin 1980, 32-33), and PBS 8/2 264:9-10.
[582] Charpin 1980, 31-34, also with PBS 8/2 264, where the servant of the king (*warad šarrim*) is understood by Charpin as a member of this same commission (Charpin 1986, 169-173).
[583] Charpin 1986, 70-75.
[584] Charpin 1980, 31-32.
[585] Charpin 1986, 74-75, including reference to YOS 8 94 and Ilī-tūram rēdûm-soldier of Lipit-Ištar.
[586] Consider also the following appearance of *rēdûm*-soldiers and other officials: TS 99:18 (RS 25): penultimate witness, Bēlum-ilī the *rēdûm*-soldier; TCL 10 67:16-17 (RS 25): second and third witnesses are Amurrum-nāṣir the lieutenant (nu-banda$_3$) and Irībam-Sîn the *rēdûm*-soldier; BIN 7 166:18 where the title of the penultimate witness can plausibly be restored as ag[a-uš]; TS 22, rev. 5': Ilšu-bāni the (holder of the office of the) *kakikkum* (for which see Charpin 1986, 75 with f.n. 2 and 3); VS 13 81:28-29 (RS 41) listing as witnesses two *rakbûm* envoys; note also the role of the king in VS 13 71 but the precise background to the text remains obscure; TS 58 post-dates Rīm-Sîn (Ḫa 41) but concerns an earlier application of a Rīm-Sîn edict, nb. the witness is a *rēdûm*-soldier (T: l. 43; C: l. 43 with seal).

4.5.3 Explaining the outcomes at ground-level

As Kraus saw, the application of the first edict triggered three kinds of transactions and texts on the ground.[587] In summary, these three types of contract were:
I: contracts in which the original seller claims and receives back the sold property;
II: contracts in which the original transaction was somehow corrected or supplemented by the handing over of a silver payment; and
III: contracts in which the original transaction was corrected by the handing over of property other than the original sold property.

The groups of contract types II and III showed a further variant, where the text also included the designation *ana pūḫat* ("in exchange for"). Following Kraus' designation, these were Type IIb and IIIb contracts. So then, based on the archival texts alone, the corrective measures of the edict, when applied, led to the handing over of either money or property. If property was given, this was sometimes the same property originally sold but more often different property, in lieu of that originally sold. Sometimes, the money payment or property given was designated *ana pūḫat*. Reasoning from the same texts, it is logical to conclude that the transactions evidenced by these contracts were equally valid applications of the overarching edict.

However, if we assume that CUSAS 10 18 was representative of the edicts attested for Rīm-Sîn's reign, it leads us to distinguish further between these ground level contract types. CUSAS 10 18 §§2-3 deal with the transfer of property by sale and exchange respectively.[588] In each case the provision mandates the return (*utâr*) of the property.[589] The text does not explicitly mention the possibility of agreeing a price or giving property in kind (§4 does address the question of like-for-like replacement where a purchased property has been altered in the interim). In this light, the resulting contract Type I would appear to reflect the default position of the edict, at least taking the text of CUSAS 10 18 at face value: the property originally bought is to be returned.

This need not mean that Type II and Type III contracts were in any way suspect, or more open to future challenge, but simply that – again taking CUSAS 10 18 to be accurate and representative and assuming no substantive change from the "first" edict onwards - the payment of money or transfer of other property was not expressly provided for in the edict.

Such a theory is, of course, provisional but, if correct, lends some explanatory power to the meaning and distribution of the *ana pūḫat* texts. It largely supports Kraus' conclusions on these texts, and his critique of Matouš's earlier views.

[587] Kraus 1984, 38–39 and earlier, Charpin 1980, 133-134.
[588] Only §2 explicitly mentions *parṣum* "temple office" in the list of applicable kinds of property.
[589] In §2 the original buyer must return the property entire (*g*[*am*]*ram utâr*).

4.5.4 The *ana pūḫat* texts

In his earlier work Kraus discussed in detail the *ana pūḫat* texts in the context of conventional exchange texts from Larsa.[590] He disagreed with Matouš's earlier characterization of the *ana pūḫat* texts as "exchange certificates", in other words, as conventional exchange contracts. He was correct to do so. His own view was that the intervening edict had meant a three stage process was in operation: original sale, intervening edict, and then corrective transaction (*ana pūḫat*). The use of precise terminology belonging naturally in an exchange setting was explained by Kraus as a scribal convenience whereby the scribes showed a tendency to adopt existing forms and formulae even within innovative contexts.

CUSAS 10 18 confirms Kraus' position and that *ana pūḫat* "in exchange for" was entirely appropriate[591] terminology to use in this setting. Kraus had already seen from the texts that these were *de facto* exchanges[592] because the compensating property or payment was given instead of the property originally sold. As CUSAS 10 18 shows, the default position was the return of the original property. The effect of the edict was to place the original seller in the position of rightful owner of the property. Thus if the purchaser wished to hold onto the original property, he did so in effect as someone who had to obtain ownership of the property a second time. The compensating payment was then naturally "in exchange for" the original property, even if the purchaser held physical possession of the property throughout this process.

4.5.5 Prebendal property

The text of CUSAS 10 18:9 makes explicit reference to the return of any prebendary office (*parṣum*) which has been bought. It must be returned entire. This reference to a prebendary office in the edict helps to account for the evidence in the archival texts that indicate the application of Rīm-Sîn's edicts to prebendary offices. Kraus had already seen this indication in UET 5 263,[593] and Charpin added to this the evidence of TS 25, involving an attempt by the sons of Sasija to recover, among other property, prebends, following the edict of RS 35. He commented "[o]n voit donc que le retour des biens vendus à leur ancient propriétaire, prévu (dans certains cas du moins) par l'Edit de mîšarum, loin de se limiter aux biens immeubles stricto sensu, portait aussi sur les prébendes."[594] It was on that evidence not certain that the royal edict needed to make explicit reference to prebends or whether it could extend by implication to other heritable property including prebends, but the appearance of *parṣum* in CUSAS 10 18 shows its explicit incorporation at some point in the textual tradition of Rīm-Sîn's edicts. This extension to prebendal property is not, of itself, surprising, given that it formed an important part of heritable property, and was not limited to Rīm-Sîn's

[590] Kraus 1958, 210–16.
[591] Though not requisite, as the existence of Type IIa and Type IIIa contracts show.
[592] Kraus 1958, 216.
[593] Kraus 1958, 208.
[594] Charpin 1980, 32.

Larsa. Prebendary offices were also in Babylonia a natural object both of redemption – the private means of recovering heritable property[595] and, at times, royal intervention.[596]

4.5.6 Legislating for a loophole: alterations and the return of like-for-like property

Lines 15-18 of CUSAS 10 18 (§4) address a rather specific situation:

> *šumma awīlum kišubbâm išāmma ana bītim ītepuš kišubbâm kīma kišubbêm išakkan*
>
> "if a man buys a ruin and makes it into a (built) house, he shall provide ruin in place of ruin."

It anticipates a clog in the straightforward return of property to its previous owner: the buyer may have altered the property in the meantime. The paragraph therefore seeks to uphold not only the return of the property to its original owner, but the return of like-for-like property. The need to draft for such a specific situation like this can only have been in response to a practice attested on the ground. An obvious background to such a practice is discussed below (4.5.7), namely the buying up and building upon a series of contiguous plots by merchants to construct their large residences. Such a practice on the ground could have earned the specific attention of a provision in the edict. If this can explain, at least in part, why such a provision was included in the edict, we need then to ask what evidence there is of the application of this provision when the edict came to be enforced. A few texts deserve attention here. TCL 10 76 (RS 29) documents the application of an edict: Iddin-Amurrum (the merchant) in exchange (*ana pūḫat*) for an empty plot (é kis[laḫ]) previously bought by him, gives a built-up house. On the face of it, this suggests that a provision like §4 of CUSAS 10 18 was not in force at this point (RS 29), for the property given by Iddin-Amurrum is not like-for-like.[597] However, we cannot know whether this exchange reflects any uplift in value between the plots that could encompass compensation. In RS 28, we have a record in YOS 8 94 of Abum-waqar (the merchant) giving an empty plot (é kislaḫ) on account of the edict of the king. Given the need to freshly describe the property's location, and the fact that it was given "in exchange for their (=previous sellers') house", this unbuilt property was not the same property originally sold, but it may well have been the same type i.e. unbuilt/vacant, and so may hint at a like-for-like replacement where the unbuilt plot has been built upon in the meantime.[598] More clearly this is seen in YOS 8 124, to be read together with VS 13 82. In VS 13 82 the edict is applied. YOS 8 124 documents the original sale that lies in the background. The house being provided in VS 13 82 is built-up (é-dù-a) and not therefore like-for-like as a replacement of the property originally sold in YOS 8 124 (é ki-šub-ba). The provision of this property according to the king's edict, also employing *šakānum* (VS 13 82:8: *iškuššum* cf. CUSAS 10 18:18) does not seem to fulfil the like-for-like requirements of CUSAS 10 18. One could of course suppose that the provision was

[595] See chapter [1].
[596] Also in the north. See the Sippar dossier discussed by Suurmeijer 2014 1:473-476.
[597] In YOS 8 94 an empty plot (é kislaḫ) is given on account of the edict of the king.
[598] See also VS 13 71 where a *kišubbûm* plot (and other property) is built upon by an Ubār-Šamaš.

not yet in place for CUSAS 10 18 post-dates VS 13 82 (RS 44), but there is another indication in VS 13 82 that Ubār-Šamaš's provision of property was not enough on its own to satisfy the terms of the edict: lines 9-11 document that he also gave 5 ½ shekels of silver as a supplementary payment (*ana tappīlātim*). Could this have been in deference to the fact that like-for-like property had not been granted in strict accordance with the edict? It would then be analogous to those cases where a price was paid in lieu of returning property.[599] While this evidence on the ground suggests that altering unbuilt property was caught by the edict(s) of Rīm-Sîn, the most explicit textual parallel to CUSAS 10 18:15-18 emerges from SAOC 44 22. This concerns property in the Larsa region, and attests to the practice of building upon the property there, and its being caught by an edict, but because the text references an edict of Samsu-iluna, it opens up larger questions that will be addressed fully in 4.6. Staying within the archives contemporary with the reign of Rīm-Sîn, we turn to an important background and application to Rīm-Sîn's edicts.

4.5.7 Acquisitive merchants, the intent and application of the edicts

Since Kraus 1984, important advances have been made in understanding the acquisitive activity of Larsa merchants, and the apparent drop in real estate transfers in the second half of Rīm-Sîn's reign. Charpin laid the groundwork for these advances in two contributions[600] which were recently updated and synthesized.[601] As Charpin has already shown, this has a direct bearing on our understanding of the function and intent of the edict of Rīm-Sîn's 25th year, and later (Charpin 2015, 202–10, esp. 209–10). That the merchants operating in Larsa and its environs played an important part in the transactions surveyed in 4.4 is immediately evident from the witnessing patterns and protagonists connected to the circle of merchants. However, combining the archival material with archaeological data from the Larsa excavations, Charpin has reached a more plausible explanation of the data than previously reached by Matouš or Leemans. His insight is that the flurry of acquisitions by known merchants, particularly salient in the first half of Rīm-Sîn's reign, but resting on a prosperity already present in Warad-Sîn's reign, was motivated by a programme of prestige building among the Larsa merchants. This building of very large residences prompted and required the buying up of a series of contiguous plots. It is usually inferred that the sellers of these contiguous plots were insolvent debtors selling family property at an undervalue. Such an inference is based on cumulative evidence: (1) it is explicit in a number of cases that family members, sometimes several members of a family, are disposing of the family property; (2) the later payments in compensation prompted by the edicts, whether or not they amount to a fraction of the original value of the property, suggest at least that the original sale was at an undervalue; (3) this kind of inequity is the most plausible context within which to understand the intent of the royal intervention.

[599] TCL 10 67, TCL 10 70a+b, and passim.
[600] Charpin 1996; Charpin 2003.
[601] Charpin 2015, 193–212.

4.5.7.1 Iddin-Amurrum

In order to fully appreciate the property acquisitions of the merchant Iddin-Amurrum the acquisitions of his father, Ištar-ilī,[602] should also be taken into account.[603] Ištar-ilī acquired 10 plots in the 20-year period from Sîn-iqīšam's 2nd regnal year until Rīm-Sîn's 4th regnal year.[604] Charpin combines texts concerning these acquisitions with the 7 acquisitions made by Iddin-Amurrum himself after his father's death, activity spanning the 21-year period from Rīm-Sîn's 7th to 28th regnal years and showing evidence of the consolidation of contiguous plots. Yet, as Charpin has shown, the purpose of these acquisitions can be seen most clearly in the later division of Iddin-Amurrum's house among his sons in Ḫammurabi's 40th regnal year (TCL 10 174).[605] The conclusion drawn from this evidence is that "the acquisition of some 20 plots of land over a 45-year period by Ištar-ili and later his son Iddin-Amurrum resulted in the construction of a single house with an area of approx. 300 m^2".[606] Taking into account the outer areas and open spaces, it may have been as large as 500 m^2.[607] Charpin persuasively interprets this phenomenon as prestige building among merchants of a kind also attested among the merchants of Aššur.[608] This bears directly on our understanding of the background to the application of Rīm-Sîn's edict(s). Charpin considers that it is against this background of prosperity and acquisition of contiguous plots to consolidate and build large properties, that the application of the edicts of Rīm-Sîn should be understood: "[t]he king thus intervened in order to put a stop to the abuses which had obviously accompanied the booming real estate market of the preceding years: those who had not paid a just price were compelled either to return the acquired land, give another piece of land of equivalent size, or pay an additional sum of money".[609]

4.5.7.2 Abu(m)-waqar

The texts which can be reliably assigned to the historical archive of the merchant Abum-waqar, son of Iddin-Erra, together with other texts attesting his property transactions, provide evidence of another merchant, with links to Iddin-Amurrum and other prominent merchants (Feuerherm 2004), who was also active in the acquisition of real property during the reign of Rīm-Sîn and was subject to the corrective measures of an edict of Rīm-Sîn. While the archive shows a distribution from RS 8 – RS 35, the texts are more concentrated in the period from RS 14.

The property acquisitions and related documents are set out as follows:

No.	Text	Date	Transaction	Property	Counterparty

[602] On Ištar-ilī as father of Iddin-Amurrum, see Leemans 1950, 58.
[603] Charpin 2015, 202–3.
[604] Charpin 2015, 203.
[605] Charpin 2015, 204.
[606] Charpin 2015, 204.
[607] Charpin 2015, 204–5.
[608] Charpin 2015, 208; see also Veenhof 2011.
[609] Charpin 2015, 210.

1.	YOS 8 68 = YBC 4484	18/III/RS 14	purchase	1 2/3 sar é-dù-a	Nanna-mansum
2.	YBC 8705	-/III/RS 18	purchase	[x] sar é-dù-a	Iddin-Nanaja
3.	YOS 8 77 = YBC 4250	6/XII/RS 20	(Re-)purchase by payment of additional payment (*tappīlātum*)	5/6 sar 15 še é-dù-a	Šēp-Sîn and his wife, Mattatum
4.	YOS 8 79 = YBC 5563	6/IV/RS 23	purchase	[…] ^{giš}kiri$_6$	Alitum, Kabta-nūrī, and Sîn-pāṭer
5.	YBC 4278	-/IX/RS 23	purchase	2 iku ^{giš}gišimmar[610] TUR íb-sá	Ilīma-abī
6.	YOS 8 84 = YBC 4283	-/IX/RS 23	purchase	1(eše$_3$) iku [a-šà][611]	Apil-Sîn
7.	YBC 4383	-/IX/RS 23	purchase	5 iku 70 sar a-šà	Yamlik-El
8.	YBC 4253	-/X/RS 23	purchase	1 sar é-dù-a	Šū-kabta and his son, Ḫāzirum
9.	YBC 4213	-/XI/RS 23	purchase	1 iku ^{giš}kiri$_6$ ^{giš}gišimmar íb-sá	Pakatum, Adad-tillassu and Lišâtum
10.	YBC 4276	-/XII/RS 23	purchase	1 iku ^{giš}kiri$_6$ ^{giš}gišimmar íb-sá	Damiqtum and Warad-ilātim
11.	YBC 5599	-/IX/RS 25	(re-purchase by (?)) payment of additional payment (*ana tappīlāt bīt*(é) Warad-Ištar)	[…]	Warad-Ištar
12.	YOS 5 138 = YBC 5175	-/IX/RS 26	purchase	2 iku kankal[612]	Adi-mati-ilī
13.	YOS 8 95 = YBC 4327	-/IV/RS 28	purchase	˹4˺ sar é-dù-<a>	Išarum-gāmil
14.	YOS 8 94 = YBC 5322	24/VI/RS 28	Transfer of vacant plot on the basis of a royal edict, "in exchange for their house" (*aššum awāt šarrim pūḫat bītišunu iddin*)	2 sar é-kislaḫ	Apil-Sîn and Ṭāb-ṣillum

[610] As Feuerherm notes (Feuerherm 2004, 43), in light of how gišimmar is glossed in Urra 3:288 (MSL V, p. 117), young date palms may be intended here (*suḫuššu*).
[611] For the restoration [a-šà] cf. l. 12: a-šà-gu$_{10}$ nu-ub-bé-[a].
[612] Described as a-šà in l. 12.

15.	YBC 5670	30/XII/RS 28	purchase	[x] é-dù-a	Ṭāb-ṣillum
16.	YBC 4484	20/V/RS 29	Payment in respect of a (previously purchased) orchard, after a royal edict (*warkat awāt šarrim*)	^{giš}kiri$_6$ (measurements of orchard lost in the broken top of the obverse)	Awīl-ilī and Munawwirum
17.	YBC 4289	-/X/RS 34	purchase	[x] sar é-dù-a	Šīmat-Sîn and Ubār-Šamaš his/her son
	YBC 5336	30/IV/RS 35	purchase	[4^{+}] iku 80 sar ^{giš}kiri$_6$ ^{giš}[gišimmar íb-sá]	Ir-Nanna

Table 7: Property acquisitions from the dossier of Abum-waqar

Feuerherm's particular interest was to investigate Abum-waqar's transaction history to test Charpin's thesis about the consolidation of plots by merchants. As Feuerherm noted, the difficulty in matching neighbours does not lead to an unequivocal picture, and compared to the results from the Iddin-Amurrum file, is less startling. However, there are a number of aspects emerging from the archive of Abum-waqar, and from the texts included in the table above which attest his property transactions, that are relevant for understanding how Rīm-Sîn's edict(s) impacted such a merchant.

Abum-waqar's activities show his involvement in the acquisition and ownership of houses (é(-dù-a)), orchards (^{giš}kiri$_6$) and fields (a-šà). Although not included in the table above, YBC 6789 shows that an individual who can be identified with our Abum-waqar owned an orchard neighbouring the one being sold in the text, itself described as: 30 sar a-šà ú-sal ^{giš}kiri$_6$.

On the question of whether Abum-waqar's (urban) acquisitions can be understood as the consolidation of contiguous plots, the data is not unequivocal and is less startling than that for Iddin-Amurrum (Feuerherm 2004, 8–3 to 8–4). However, his transaction history remains noteworthy. Aside from the fact that he was still acquiring property in RS 34-35, there is the marked flurry of acquisitions in RS 23. Seven purchases, each with different sellers, are dated to this year, with a particular concentration in the last four months of the year, and within that a flurry of three acquisitions in the ninth month. This fits well with acquisitive activity known from the files or archives of other contemporary merchants in Larsa, as does the 'intervention' prompted by the royal edict(s) of Rīm-Sîn. As with other files, including that of Iddin-Amurrum, it is the results of the promulgation of the edict in Rīm-Sîn's 25th year that emerges most clearly.

It was already known from YOS 8 94 that Abu(m)-waqar had been subject to the application of Rīm-Sîn's edict of RS 25. YOS 8 94 was dated to 24/VI/RS 28 and saw Abu(m)-waqar hand over a 2 sar empty plot (é-kislaḫ) to Apil-Sîn and Ṭāb-ṣillum on account of the proclamation of the king (*aššum awāt šarrim*) in exchange for their

house ([*pū*]*ḫat bītišunu*). However, the texts studied by Feuerherm in his unpublished dissertation on Abu(m)-waqar provide important new evidence for the impact of Rīm-Sîn's edict(s) on this merchant. Most explicit is YBC 4484, dated 20/V/RS 29, which is reproduced in full below, based on Feuerherm's transliteration with some changes in light of his own line-drawings of uncertain passages. However, two other texts deserve to be considered here: YOS 8 77 (6/XII/RS 20) and YBC 5599 (-/XI/RS 25), knowledge of the latter is based on Feuerherm 2004. Only excerpts of these texts will be discussed here. Their interest lies in the use of the pl. tantum noun *tappīlātum* "compensation payment, supplementary payment".

YOS 8 77

1 ˹5/6˺ sar 15 še é-dù-˹a˺
2 é níg-nam *ta-ap-pi-la-˹tim˺*
3 [P]*a-bu-wa-qar*
4 [na]m *še*$_{20}$-*ep*-[d]en-zu
5 [*ù*] *ma-at-ta-tum* dam-a-ni
6 *i-di-nu-ú*

The text records the giving to a husband and wife as compensation the property described in l. 1. Line 2 is to be read as "the complete property as compensation", in apposition to l. 1.

YBC 5599 (Feuerherm 2004, no. K87, pp. 121-122)

1' [x] x x x MA[?]
2' [x x x x] x x x x
3' ˹*a-na*˺ *ta-pi-la-at*
4' é ìr-*iš*$_8$-*tár*
5' 2 ½ gín kù-babbar
6' [P]*a-bu-wa-qar*
7' *a-na* ìr-*iš*$_8$-*tár*
8' in-sum
9' [x x][ì]r-*iš*$_8$-*tár* kù-babbar x

From this text it is clear that Abum-waqar gave 2 ½ shekels of silver to Warad-Ištar for compensation for (or supplementary payment with respect to) the house of Warad-Ištar.

Neither YOS 8 77 nor the extant text of the fragmentary YBC 5599 reference a royal edict. However, by analogy with VS 13 82 where the term *tappīlātum* does occur apparently in the context of an edict, it may be that one or both of these texts speak of a compensatory payment made in light of a royal edict. The date of YBC 5599 (IX/RS 25) is particularly suggestive.

YBC 4484 (Feuerherm 2004, no. K46, pp.77-80)

Tablet
Obv.

1. […(^{giš}kiri$_6$)]
2. […]
3. [ú]s-s[a-du x x x x x x]
4. *ù* ús-s[a-du] ˹*a*˺-[*d*]*i*-[*m*]*a-ti-ì-lí*
5. *wa-ar-ka-at a-wa-at šar-ri-im*
6. ^{p}*a-wi-il-ì-lí*
7. *ib-qú-ur-ma*
8. 2 gín kù-babbar šám-til-an-ni-šè
9. ^{p}*a-bu-wa-qar*
10. *a-na a-wi-il-ì-lí*
11. *ù mu-na-wi-ru-um* dumu-ni
12. in-na-an-lá
13. u$_4$-kúr-šè u$_4$-nu-me-a-ak$^{!}$
14. ^{p}*a-wi-il-ì-lí*
15. *ù mu-na-wi-ru-um*
16. ^{giš}kiri$_6$-gu$_{10}$ nu-ub-bé-a
17. nu-mu-un-gi-gi
18. mu ^{d}nanna ^{d}utu *ù ri-im-*^{d}en-zu

Rev.

19. ˹lugal˺ in-pàd
20. inim-gar-ra-ni-šè ^{giš}kiri$_6$
21. ^{p}*a-wi-il-ì-lí*
22. ba-ni-ib-gi$_4$-gi$_4$
23. igi *še*$_{20}$*-ep-*^{d}en-zu dumu *ga-mi-lum*
24. igi ^{d}en-zu-*ša-mu-úḫ*
25. igi *nu*$^{!}$*-úr*-ni$^{?}$-AN-NA dumu *e-la-a*
26. igi ^{d}utu-*ga-mil* dumu ^{d}en-zu-*be-el-ì-lí*
27. igi ^{d}utu-*na-ṣir* dumu ^{d}en-zu-*ra-bi*
28. igi *a-pil-ì-lí-šu* dumu
29. igi ^{d}utu-*mu-ba-lí-iṭ*
30. igi ^{d}en-zu-*be-el-ap-lim*
31. igi *a-pil-ì-*[*lí*]*-šu* dumu ^{d}mar-tu-/*na-ṣir*
32. igi *li-pí-*[*it*]-^{d}en-zu
33. igi ^{d}mar$^{!}$-tu-*ga-*˹*mil*˺ ˹aga˺-uš gìr-nitá
34. igi *ḫu-mu-ru-um*
35. kišib lú inim-ma-bi-me-eš
36. iti ne-ne-gar u$_4$-20-kam
37. mu á kalag-ga an ^{d}en-líl
38. [bà]d$^{?}$ *du-nu-um* uru^{ki} ba-[dib-ba]

Case

Obv.

1. […]
2. [[…]
3. *ù* […]
4. *ib-qú-*[…]
5. 2 gín kù-˹babbar˺ ˹šám˺-[til-la-ni-šè]
6. ^{p}*a-bu-*˹*wa-qar*˺
7. *a-na a-wi-il-ì-lí*

8. [*ù*] *mu-na-wi-ru-um* […]
9. [in-na-an-lá]
10. u_4-kúr-šè u_4-nu-[me]-[a]-ak
11. ^{p}*a-wi-il-ì-lí*
12. *ù mu-na-wi-ru-um*
13. ^{giš}kiri$_6$-gu$_{10}$ nu-ub-bé-[a]

Rev.

14. [nu-mu-un]-gi-gi
15. mu ^{d}šeš-ki ^{d}utu *ù ri-*[*im-*^{d}en-zu]
16. lugal in-pàd-d[è]
17. inim gar-ra-ni-šè ˹^{giš}˺kiri$_6$ *a-*[*wi-il-ì-lí*]
18. *ù mu-na-wi-*˹*ru*˺*-um* [ba-ni-ib-gi$_4$-gi$_4$]
19. igi [x] […]
20. igi *še*$_{20}$-˹*ep*˺-[^{d}en-zu] dumu [*ga-mi-lum*]
21. igi ^{d}en-zu-*be-el-*˹*ap*˺*-lim* dumu lun[ga$_3$]
22. igi *nu-úr-*˹ni˺-˹AN-NA˺ dumu *e-*[*la-a*]
23. igi ^{d}utu-*g*[*a-mil*] dumu ^{d}en-zu-[*be-el-ì-lí*]
24. igi ˹^{d}˺utu-[*na-ṣir*] dumu ^{d}en-zu-[*ra-bi*]
25. i[gi *a-pil-ì-lí-šu* dumu] ^{d}mar-˹tu˺-[*na-ṣir*]
    […]

Translation (from tablet):
(1-4) [(Concerning) … (an orchard) …], beside […], beside the house of […]-ilī. (5-12) Following the proclamation of the king, Awīl-ilī laid claim and Abum-waqar paid Awīl-ilī and Munawwirum his son 2 shekels of silver as its full price. (13-22) Awīl-ilī and Munawirrum swore by the name of Nanna, Šamaš and Rīm-Sîn the king (that) in future they will never say "(It is) my orchard" nor reopen the matter. Awīl-ilī shall answer a(ny) claim (on the) orchard. (23-34) Before Šēp-Sîn son of Gāmilum, before Sîn-šamuḫ, before Nūr*ni*-AN-NA son of Elaja; before Šamaš-gāmil son of Sîn-bēl-ilī, before Šamaš-nāṣir son of Sîn-rabi, before Apil-ilīšu *son of* <…>, before Šamaš-muballiṭ, before Sîn-bēl-aplim, before Apil-i[li]šu son of Amurrum-nāṣir, before Lipi[t]-Sîn, before Amurrum-gāmil, *rēdûm*-soldier of the governor (*šakkanakkum*(gìr-nitá)), before Ḫummurum. (35-38) The seal of the witnesses. Month 5, day 20, year (by) the strong arm of Anum (and) Enlil […]…Dunnum was se[ized](=RS 29).

Notes:
T28: Alternatively read: *a-pil-ì-lí* šu-i "Apil-ilī the barber" (suggestion M. Stol), or this name was begun in error, stopped before patronym and left unerased, and the intended name was written three lines later (*a-pil-ì-*[*lí*]*-šu* dumu ^{d}mar-tu-/*na-ṣir*) after Šamaš-muballiṭ and Sîn-bēl-aplim had been listed.

At the very least, then, this text shows that Abum-waqar's property acquisitions were impacted on at least two occasions by an edict of Rīm-Sîn. By its date, YBC 4484 (20/V/RS 29) suggests that it was another case arising from the application of the edict of Rīm-Sîn in RS 25.[613] Although it is difficult to show as persuasively as with Iddin-Amurrum that the acquisition practices led to a large consolidated plot, the archival pattern is suggestive. Abum-waqar's acquisitions grow steadily and we have no record of his relinquishing his properties, other than on account of an edict.[614]

[613] Cf. Kraus 1984, 35–37.
[614] Feuerherm 2004, 8–4.

This additional evidence adds to the growing picture that, even if the purpose and intent of Rīm-Sîn's edict was not exhausted by the goal of correcting the acquisitive drive of the merchant's real estate acquisitions, the merchants found themselves at the centre of the application of the edict(s).

4.5.7.3 Ubār-Šamaš

Reconstructing the archive of the Larsa merchant Ubār-Šamaš presents more challenges, particularly given the uncertainty as to patronym.[615] Yet it holds particular interest not only for his background as a merchant impacted by Rīm-Sîn's edict(s), but the chronological distribution of the texts. Texts that can reliably be ascribed to this man, based on prosopography, show a span from RS 28-49.[616] The land transactions of Ubār-Šamaš listed by Harris[617] should be expanded to include those texts attesting his (re-)acquisition or payment of supplementary payments following a royal edict. The following texts are relevant, although the background to VS 13 71 and the question of homonymy means that the application of an edict, and concerning our Ubār-Šamaš is not made explicit:

Text	**Date**	**Description**
VS 13 71	XII/RS 33 (ús-sa ki 3)	Ubār-Šamaš built up a ruined plot (*ki-šu-bu*) but it is clear this belongs to another individual who will take it back when the king 'enters' a certain locality.
VS 13 81[618]	I/RS 41	After the "third edict of the king", on the basis of the edict, Ubār-Šamaš weighs out 10 shekels to buy (outright) a property belonging to Sîn-rabi.
VS 13 82(+a)[619]	30/XI/ RS 44	Ubār-Šamaš pays 5 ½ shekels as a supplementary payment (*ana tappīlātim*), on the basis of the edict of the king (*ana ṣimdat šarri*).
YOS 8 110	I/RS 49	Ubār-Šamaš buys the property of another (outright) after the decree of the king(*warki awāt šarri*[*m*]).

Table 8: Ubār-Šamaš and the edicts of Rīm-Sîn

This group of texts, even if not all can be assigned to the same Ubār-Šamaš, merchant, with the same degree of certainty, provide important evidence that the kind of practices impacted or corrected by the Rīm-Sîn edict of his 25th year, and the character of the edicts still being promulgated late in Rīm-Sîn's reign, showed important lines of continuity. The file takes us close to the earliest possible date which can be plausibly reconstructed from the extant text of CUSAS 10 18 (Isin era 20) but perhaps YOS 8 110 speaks for a later date for CUSAS 10 18, for otherwise one must assume two edicts improbably close in time.

[615] Harris 1983, 58.
[616] Harris 1983, 75.
[617] Harris 1983, 183.
[618] This text is included by Harris in Appendix A listing the land conveyances of Ubār-Šamaš (Harris 1983, 183).
[619] Cf. YOS 8 124.

4.5.7.4 Conclusion

It seems unlikely that the application of the edicts of Rīm-Sîn to known merchants was simply incidental. This inference is supported by the patterns of prosperity and acquisition evidenced in the archives of notable merchants. It is also supported by the particularity of §4 of CUSAS 10 18, a scenario best understood in light of the practice of the merchants who had cause to build upon and so irreparably alter the ruined plots they had purchased. There was therefore a clear historical particularity to the application of these edicts under Rīm-Sîn. However, this consistent application of the king's edicts to the circle of merchants also raises the possibility that the edicts became a political tool in the hands of Rīm-Sîn. Such an idea would need to join other evidence that Rīm-Sîn had a political interest in curbing or at least interrupting the growing and powerful autonomy of the merchants, one that beyond relieving the plight of the sellers. If this is the case, then the practice of redemption by decree in Larsa at this time took on a political meaning as well as a social one. The ongoing importance of the edicts did not fall away when Rīm-Sîn was carried off to Babylon. As will now be argued, his edict tradition, even in its most specific manifestations, had an afterlife under the new Babylonian rulers of Larsa.

4.6 New borders, old laws? Babylon's policy towards conquered Larsa and the legacy of Rīm-Sîn I's edicts[620]

4.6.1 Introduction

Within just a short time after 1763 BC, Amurrum-šēmi, living then in the region of Larsa, began to build a house.[621] The activity was unremarkable in many respects. He was engaged in building a property on the site of a ruined house-plot[622] that he had previously purchased. This unremarkable private activity took place in the wake of large-scale political transition in the region where he lived. Amurrum-šēmi had lived through the last phase of one of the longest reigns Mesopotamia had ever known, that of Rīm-Sîn I of Larsa, before the besieged capital fell to Ḫammurabi around 1763 BC and Rīm-Sîn was carried off alive to Babylon.[623] Amurrum-šēmi, and other residents of Larsa like him, could not have known how the new Babylonian rulers would approach the conquered territories, nor that this transition would pale in comparison to the turbulence that would afflict the southern cities under Babylonian rule just over twenty years later. Amurrum-šēmi lived to see at least the beginning of that later turbulence, and the subsequent shift of his activities from Larsa territory to the city of Nippur is best seen as evidence of his migration to what he perceived to be a safer locality.[624] Despite the changing times that Amurrum-šēmi lived through, it does not go without saying that such a man, whose activities are only known to us through a series of property transactions or loans, can tell us much about the nature and impact of larger-scale changes happening around him. Yet it was something as innocuous as his private building activity shortly after 1763 BC that invites new questions about those wider changes and, in particular, allows us to probe the policy of the kings of Babylon to the newly conquered territory of Larsa.

This stemmed from the fact that his earlier property purchase - and specifically his subsequent building on the property, referred to above - was caught by a royal edict. The royal edict required the return of property previously purchased. What is more, the same edict legislated against a loophole: requiring that returning like-for-like property had to be returned regardless of building alterations in the meantime. The specifics of Amurrum-šēmi's compromise reached with a certain Watar-pîša in light of the edict, coupled with the new understanding of CUSAS 10 18 as such an edict,

[620] The main findings of this section 4.6 were presented in a paper at the Rencontre Assyriologique Internationale in 2019 in Paris. I wish to acknowledge here the valuable interaction of Prof. Dominique Charpin with the paper. He rightly pressed the question of whether the provisions of Rīm-Sîn I's edict(s) adopted by the kings of Babylon would have entered into the text of the Babylonian *mīšarum* edicts that more widely circulated in Babylonia. That may be the case, although I still consider it plausible that the provisions that originated in Rīm-Sîn's Larsa were (re-)issued by the Babylonian kings for the Larsa territory alone, also given their specificity. This does not object to the idea of the provisions of the Babylonian edicts also applying in Larsa territory.

[621] SAOC 44 22:1-10.

[622] [é] ki-šub-ba.

[623] On the precise dating of the fall of Larsa, see Charpin 2004, 322. The latest Larsa text dated to Rīm-Sîn is now the receipt, CUSAS 15 162, dated 20+x/X/Rīm-Sîn 60. The first text from Larsa dated to Ḫammu-rabi is not earlier than month XII/ Ḫammurabi 30. For the events preceding the fall of Larsa, see Charpin 2004, 317-319, and its aftermath ibid. 322-324.

[624] Charpin 1989, 112.

constitutes evidence that both confirms and refines our understanding of how Babylon sought to rule the province of Larsa – the policy of general 'continuity' may even have extended to the explicit reissuing of legal enactments of Rīm-Sîn and been adhered to for some time – even into the reign of Ḫammurabi's successor, Samsu-iluna.

The argument that follows is based on a fresh reading of the text of SAOC 44 22 in light of CUSAS 10 18. The importance of SAOC 44 22 for the argument is based on two things. Firstly, the language of SAOC 44 22. One section of dialogue in the text parallels closely a "section" of CUSAS 10 18 and this is treated in 4.6.2.3 below. Secondly, SAOC 44 22 contains historical anchors that open up a much wider picture on Babylonian policy in the newly conquered province of Larsa. In short, everything that is recorded as happening in SAOC 44 22 post-dates Rīm-Sîn I's rule. Yet, the only base text for the citation argued for in 1.2 comes from a text dated to the reign of Rīm-Sîn I. How did a provision we know only from an edict of Rīm-Sîn of Larsa come to be cited in a case involving the application of an edict of Samsu-iluna of Babylon?

4.6.2 Citing an edict: connecting SAOC 44 22 and CUSAS 10 18

4.6.2.1 Amurrum-šēmi son of Ubajatum and the text of SAOC 44 22

The texts SAOC 44 18-26 (Table 1) all belong to the dossier of Amurrum-šēmi.[625] Although found in Nippur, texts 18-22 reflect the scribal forms and custom of Larsa, or a locality very close to that local scribal tradition.[626]

Text	Date	Description
18	-/VIII/Rīm-Sîn 37	Purchase of a ruin (é ki-šub-ba)
19	Date broken	Purchase of a 2 sar ruin (ki-šub-ba)
20	-/X/Rīm-Sîn 59	Two texts of exchange of a 1 sar ruin (ki-šub-ba)
21	-/X/Rīm-Sîn 59	
22	16/VII/Hammu-rabi 43	Text documenting claim in light of royal edict
23	IX/Samsu-iluna 5	Loan of grain from the *nadītum*, Bēltani
24	Date broken	Renunciation of claims by adoptive son of Amurrum-šēmi
25	-/III/Samsu-iluna 7	Summary of debts owed to A-š and given as purchase price for a house
26	20/VI/Samsu-iluna 7	Purchase of a ½ sar ruin (ki-šub-ba)

Table 9: Overview of the dossier of Amurrum-šēmi son of Ubajatum

I wish to spotlight the text of SAOC 44 22. This text was published in cuneiform copy but subsequently transliterated by Charpin in his review of SAOC 44[627] the latest edition of which can be accessed at ARCHIBAB (T16984; D. Charpin). As the

[625] Charpin 1989, 105.
[626] Charpin 1989, 112.
[627] Charpin 1989, 106-107.

argument here rests in part on a different reading of those lines based on the copy, I give the following transliteration:

Transliteration:

Obv. 1 ˹*aš-šum*˺ 4 sar é ki-šub-ba
2 *ša* da é *é-a-na-ṣir*
3 *ù* da é sila *ša* ^{d}en-zu-*ga-mil*
4 sag-bi é ^{d}mar-tu-*še-mi*
5 eg[ir]-bi é *wa-tar-pi*$_4$*-ša*
6 *ša* ^{d}mar-tu-*še-mi*
7 [k]i *wa-tar-pi*$_4$*-ša*
8 *i-na* ^{d}*ḫa-am-mu-ra-bi* lugal
9 *a-na* 5 gín kù-babbar
10 *i-ša-mu-ú-ma i-pu-šu*
11 *i-tu-úr-ma* [(^{p})*wa-tar*]*-pi*$_4$*-ša*
12 *i-na* ^{d}*sa-am-su-i-*[*lu-na*] lugal
13 *ki-ma ṣi-im-da-at* lugal
14 é *ep-ša-am ib-qú-ur-ma*
15 *um-*[*ma*] *šu-ú-ma*
16 ˹é˺ [k]i-šub-ba-*a ki-ma* ki-šub-ba-*e*
17 *š*[*a*(?)] *ni-id-di-nu-kum-ma te-pu-šu*
18 *k*[*i*]*-ma ṣi-im-da-at šar-ri*
19 *š*[*u-u*]*k-*^{na}*-nam*
20 [o *k*]*i-ma* ki-šub-ba-*e*
21 [*ša-k*]*a-nim*
22 [*i-na mi-i*]*t-gur-ti-šu*
23 [x gín] kù-babbar
24 ˹*ša pa*˺*-na-nu-um iš-qú-*[*lu*]
25 [o o o]*-a-ma*
26 *i-tu-úr-ma* ^{d}mar-tu-*še-mi*
27 *a-na wa-tar-pi*$_4$*-ša iš-qú-ul*
28 u$_4$-kúr-šè *wa-tar-pi*$_4$*-ša*
29 *ù* ibila-ni a-na-me-a-bi
30 inim nu-gá-gá-a
31 mu lugal-bi in-pàd-eš
32 igi *a-ḫu-um ra-bi-a-nu-*[*um*]
33 igi *ta-na-nu-um*
34 igi *ì-lí-i-ma* dumu 30-*pi-la-*[*aḫ*]
35 igi *a-píl-*^{d}utu dumu *nu-úr-*^{d}utu
36 igi ^{d}en-zu-*šar-ma-tim* x
37 igi *a-ḫu-wa-qar* dumu šu-ba-AN-AN
38 igi *bé-la-nu-um* dumu a-*pil-ša*
39 igi *ip-qú-*^{d}nin-urta x
40 igi …*-iš*$_8$*-tár* dub-sar
41 iti du$_6$-kù u$_4$-16-kam
42 mu ud-kib-nun^{ki} uru^{ki} ul
43 [(^{d})ut]u-ke$_4$
44 [bàd-bi]saḫar gal-ta
45 [in-gar-r]a(?) mu-un-íl-la-aš

Translation:
(1) Concerning a 4 sar ruin (2-5) which is beside the property of Ea-nāṣir, and beside the *street property* of Sîn-gāmil, (at) its front side (is) the house of Amurrum-šēmi, (at) its rear side (is) the house of Watar-pîša, (6-10) which Amurrum-šēmi had bought [fr]om Watar-pîša when Ḫammurabi was king for five shekels of silver and built up. (11-12) Watar-pîša returned when Samsu-iluna was king; (13) in accordance with the edict of the king (*kīma ṣimdat šarrim*(lugal)) (14) he contested the built-up house (*bītam*(é) *epšam ibqur-ma*) (15) and thus he (said): (16) "ruin in place of ruin (17) wh[ich] we sold to you and you built up (*tēpušu*), (18) in accordance with the edict of the king (19) p[rov]ide to me." (20-21) [..] Instead of providing a ruined house-plot, by his [ag]reement, [five shekels] of silver [which pre]viously he had weighed out, [*becau*]*se* he returned, Amurrum-šēmi weighed out to Watar-pîša. (27-30) In future, Watar-pîša and his heirs, whoever they may be, (that) (t)he(y) shall not make claim, they swore. (31-39) Witnesses. (40-44) 7th month, day 16, Ḫammurabi 43.

Notes:
10, 17: On the phrase *bītam epēšum* see also Charpin 1980, 92, 98–99.
19-21: The previous edition proposed forms of *nadānum* to give, but in these lines I propose to restore forms of the verb *šakānum*. It matches the traces of both lines 19 and 21. The beginning of l. 19 on the copy shows the beginning of *šu* and the end of *uk* is visible. The copy of Stone indicates that *nam* is written over an erasure and it appears that the scribe, having initially written *na*, wrote the ventive using the CvC *nam* and did not erase the preceding *na*. I therefore read *šuknam*, 2p.s. imperative with ventive from *šakānum*. This yields good sense of the syntax and also the switch from first person to third person that takes place after line 19. I take the imperative as governing the entire speech of Watar-pîša, also explaining the accusative of ki-šub-ba-*a* in l.16 (*bītam*(˹é˺) *kišubbâ*(*m*)[k]i-šub-ba-*a*). I therefore consider that the speech of Watar-pîša ends in l. 19, and that ll. 20ff record in the third person the agreement that was struck. In l. 21, based on Stone's copy, there is the trace of a sign preceding the *ki* of *kīma*. Charpin proposed a transliteration of this and the following line as follows: [*ú-lu-ma k*]*i-ma* ki-šub-ba-e [kù-babbar o]-˹x˺-*nim* ("or *give me* [silver] [in]stead of the vacant plot"). I see the *kīma* as governing an infinitive. In l. 21, the traces of the second sign match *ka* and the spacing of the signs by the scribe on this line means only one other sign need be expected in the break so that line 21 only holds the genitive infinitive of *šakānum*. Lines 20-21 then read: "instead of providing a ruin". *kīma* + infinitive with the meaning "instead of", though not featuring in the standard grammars, is well attested (Veenhof 1999, 603). As noted above, the switch to third person has already taken place and after the speech of ll.15-19, the text now records the solution reached between the parties. Given the demand of Watar-pîša to provide a like-for-like replacement of the vacant plot, a demand that I consider to be based on a close knowledge of the provision of the king's edict, ll. 20ff not only record the payment of money but Watar-pîša's agreement because this was a deviation from what the edict strictly required.
37: Šubā-ilān (cf. Stol 1976, 83).

4.6.2.2 SAOC 44 22 and the character of the royal edict

SAOC 44 22 is more informative about the character of the royal edict than many other archival texts referencing such an act. In part, this is because we have preserved in the direct speech of Watar-pîša a precious description of what the edict required.[628]

[628] For other examples of citations from a royal edict, see in particular NBC 6311 (Tammuz 1996, 125-126), a letter citing an edict (cf. Charpin 2000a, 195-196).

The kernel is contained in lines 16-19: "provide a ruined house-plot in place of the ruined house-plot which we sold to you and you built up, in accordance with the edict of the king." This last phrase, "in accordance with the edict of the king"[629] is vital and shows that Watar-pîša's demands are not his own proposal for how to settle this claim but align with the wording of the royal edict. Taking the lines at face value, the overarching edict reflected a very particular scenario: (1) Where *kišubbûm* property had been sold, (2) and subsequently built upon, then (3) upon the application of a royal edict (4) like-for-like replacement had to be given by the original buyer – i.e. another *kišubbûm* property.

Thus understood, the provision seeks to preserve the effect of the royal act by requiring the return of like-for-like property in situations where a person's ruined house-plot originally sold was built upon and irreparably altered. Two additional points can be gleaned about the character of the edict. If, as lines 16-19 imply, the edict referenced the specific property type of ki-šub-ba, we should note that the distribution of this term as a designation for unbuilt property is peculiarly southern.[630] The sparseness of any evidence outside of the Larsa province for ki-šub-ba as a property designation shows it to have been largely a local designation in Larsa and its environs. It seems that if Samsu-iluna referenced *kišubbûm* property in his edict, this was applicable to or a concession towards Larsa.

The second 'Larsa' feature of the edict is the scenario itself described in SAOC 44 22. The practice of building up unbuilt plots is a practice that we can imagine taking place anywhere in Mesopotamia, but our best evidence for the practice of altering unbuilt property, and this practice being caught by a royal edict comes from Larsa and its environs, and from Rīm-Sîn's Larsa. This evidence was discussed in 4.5.6. While that evidence on the ground suggested that altering unbuilt property was caught by the edict(s) of Rīm-Sîn, the most explicit textual parallel comes from SAOC 44 22, and CUSAS 10 18:15-18.

Our observations about the character of the royal edict referred to in SAOC 44 22 have so far been based only on the text of SAOC 44 22. However, new evidence for this lies in the text of CUSAS 10 18. This text provides a precise parallel, in language and terminology, with the provisions of the edict indicated in Watar-pîša's direct speech. In my view, this confirms that Watar-pîša was citing the provisions of the royal edict itself. The remainder of this part will aim to establish this by drawing out the precise nature of the matching language and terminology. After that, in 4.6.4, I turn my attention to the larger historical question raised by this evidence – how did a provision originating in an edict of Rīm-Sîn I, and of a peculiarly southern character, end up being enacted by Samsu-iluna and being applied in SAOC 44 22?

4.6.2.3 SAOC 44 22 as citation of a royal edict

Aside from the well-attested referencing of a royal edict (*ṣimdat šarrim*/*awāt šarrim*) in archival texts, the actual citation from such edicts is much rarer but does occur.[631]

[629] *k*[*i*]-*ma ṣi-im-da-at šar-ri* (l. 18).
[630] Even there, it could bear a close relationship with other semantically related terms including [é] kislaḫ.
[631] Veenhof 1997-2000.

The purpose of this section is to argue that the archival text of SAOC 44 22, from which we know of Amurrum-šēmi's buying and building practice, contains a new example of such a citation. The relevant parts of CUSAS 10 18 and SAOC 44 22 are set alongside each other in the table below.

CUSAS 10 18:15-18	SAOC 44 22 parallels
šum-ma a-wi-lum ˹ki-šub˺-ba *i-ša-am-ma*	4 sar <u>é ki-šub-ba</u> … *ša* ^{d}mar-tu-*še-mi* [k]i *wa-tar-pi*$_4$*-ša i-na* ^{d}*ŋa-am-mu-ra-bi* lugal *a-na* 5 gín kù-babbar <u>*i-ša-mu-ú-ma*</u> *i-pu-šu*
	˹é˺ [k]i-šub-ba-*a ki-ma* ki-šub-ba-*e* *š*[*a*(?)] *ni-id-di-nu-kum-ma*
a-na é *i-te*$^{!}$*-pu-uš*	<u>é *ep-ša-am*</u> *ib-qú-ur-ma*
	ki-ma ki-šub-ba-*e š*[*a*(?)] *ni-id-di-nu-kum-ma* <u>*te-pu-šu*</u>
ki-šub-˹ba˺ ˹*ki*˺*-ma* ˹ki˺-šub-ba *i-ša-ak-ka-an*	˹é˺ [k]i-šub-ba-*a ki-ma* ki-šub-ba-*e* *š*[*a*(?)] *ni-id-di-nu-kum-ma te-pu-šu* *k*[*i*]*-ma ṣi-im-da-at šar-ri* <u>*š*[*u-u*]*k-*^{na}*-nam*</u>
	[o *k*]*i-ma* ki-šub-ba-*e* [*ša-k*]*a-nim*

Table 10: Textual parallels between SOAC 44 22 and CUSAS 10 18:15-18

Notes:
šâmum + *epēšum*: the co-ordination of the verb of purchase and the subsequent building-up is seen in both cases. The use of *niddinukum* (l. 17) is only there a reflex of the changed perspective: Watar-pîša describes it from his sellers' point of view.
šakānum: the restoration of the 2p.s. imperative with ventive (*šuknam*) in l. 19, and the infinitive of the same verb in l. 20 governed by *kīma*, establishes a further important link with CUSAS 10 18 where *šakānum* is employed as the verb describing the provision of replacement property.
bītam(é) *epšam*: CUSAS 10 18 does not explicitly designate the built-up property as é-dù-a but it is clearly meant as seen from the language and setting of CUSAS 10 18:17 indicating that the building (*ītepuš*) turns the property into (*ana*) a (built-up) house, also in contrast to its previous unbuilt condition (ki-šub-ba). That such an alteration to the property, from *kišubbûm* property to a built-up house (*bītum epšum*) is also the case in SAOC 44 22 is placed beyond doubt by the new description of the contested property in l. 14: Watar-pîša contested the "built-up house" (*bītam*(é) *epšam ibqur-ma*).

The parallels in language between the two texts show not only that both texts envisaged precisely the same scenario, but it shows that Watar-pîša's language was mirroring – to the point of citation – a text of Rīm-Sîn date which we have already argued was an edict of exactly the kind referred to in SAOC 44 22. The obvious dilemma this raises is the chronological mismatch. We now turn to this issue of historical anchors and the proposal of how this may be accounted for.

4.6.3 The historical anchors of SAOC 44 22 and a proposal

All the activity described in SAOC 44 22 takes place after the point that Ḫammurabi conquered Larsa territory. This applies to the original purchase of the ruined house-plot by Amurrum-šēmi explicitly described as having taken place "when Ḫammurabi was king",[632] in whose reign the "building-up" of the property also took place.[633] The king whose edict forms the basis of the claim is Samsu-iluna: "when Samsu-iluna was (had become?) king, in accordance with the edict of the king, (Watar-pîša) contested the built-up house."[634] The text of SAOC 44 22 is dated 16/VII/Ḫammu-rabi 43. By this date then, Ḫammurabi was dead and Samsu-iluna had come to the throne and issued the edict.[635]

By contrast, the text that provides a clear match for the wording and scenario of SAOC 44 22 stems from Larsa, dated to Rīm-Sîn's reign, and is indeed a good candidate for being an edict issued by Rīm-Sîn. Since SAOC 44 22 was published and discussed, it has been seen as a good example of the application of a Type IIb edict by a Babylonian king,[636] part of the wider evidence of such edicts for which we have to date relied upon archival texts, given that none of the extant edicts of Babylonian kings provide for this explicitly.[637] However, the provisions and character of this Babylonian edict issued by Samsu-iluna some ten years after Larsa was conquered is now found to match the text of an edict issued under the former ruler of Larsa, Rīm-Sîn.

This opens the door to an intriguing possibility: Samsu-iluna's edict referenced in SAOC 44 22 took over at least one "provision" that belonged to the Rīm-Sîn edict tradition. There is no reason to suppose that in doing so Samsu-iluna was doing something different from his predecessor and so, if correct, it is plausible that this 'adoption' of Rīm-Sîn's legislative act by Babylon began with Ḫammurabi where it would have been incorporated as part of his own *mīšarum* act, the most obvious point of adoption being the edict attested for Larsa territory upon its annexation.[638] Bearing in mind that CUSAS 10 18 appears to have been written on a date not earlier than Rīm-Sîn 49[639] and (obviously) not later than Rīm-Sîn 60, it is conceivable that this edict, or a later one that replicated its provisions, in particular §4, was, at the time of Larsa's defeat, a recent ruling. If this is the case, it goes further than our current understanding of Babylon's concessions to the newly-annexed province. It is one thing to issue a one-off *mīšarum* act granted by the conqueror in favour of the conquered, an act not without Mesopotamian precedent,[640] but it is another to adopt

[632] Line 8: *i-na* ^{d}*ḫa-am-mu-ra-bi* lugal.
[633] This is the natural inference from the fact that the edict was issued upon Samsu-iluna's accession (for which see Charpin 1988), which had to be recent, and that the first act recorded in the text for Samsu-iluna's reign was the bringing of the claim by Watar-pîša (ll. 12-14).
[634] Lines 12-14.
[635] Charpin 1988 (NABU 1988/76).
[636] Charpin 1988; Charpin 1989, 107.
[637] E.g. Charpin 1980, 28-34; Kraus 1984, 38-50 (Rīm-Sîn), 58-62 (Ḫammurabi), 69-75 (Samsu-iluna); Charpin 1986, 70-75; Veenhof 1999, 607-616.
[638] Kraus 1984, 58-62; Charpin 2000, 187-188.
[639] This assumes the date should be read as Isin era year 20. For this and the other dating possibilities see George 2009, 155.
[640] Charpin 2000, 188 with f.n. 19, referencing ARMT XXVI/1 194.

the very provisions of the former king in governing the newly conquered territory. One might describe this as an example of radical continuity, but in what follows I wish to test this proposal and ask whether this reflected more than one-off gesture, and whether it can be integrated with other aspects of Babylonian policy in the newly conquered province.

4.6.4 Aspects of Babylonian policy towards newly-annexed Larsa

4.6.4.1 The edict of Ḫammu-rabi after the conquest of Larsa, and the edict upon Samsu-iluna's accession

The idea that Samsu-iluna and Ḫammurabi before him may have directly adopted and applied the wording of Rīm-Sîn's legislative act(s) is not out of step with the stance that Babylon appeared to take in its early treatment of the conquered territories.[641] It is well known that Ḫammurabi styled himself as a successor to Rīm-Sîn.[642] Concretely, we have evidence for an edict issued under Ḫammurabi upon the annexation of Larsa.[643] This is the obvious place to start when considering the moment at which Ḫammurabi would have taken over and applied the earlier provision(s). Re-reading the evidence for that edict[644] as it applied to Larsa gives some indication about its likely character. The evidence adduced by Kraus[645] pointed to a measure that was concerned with the mandated return of sold real estate, and in this sense fits with the proposal that Type IIb provisions in the mould of Rīm-Sîn's own edicts were adopted and issued by Ḫammurabi. That simple picture has two complications. First, the evidence adduced does not inform us in a specific way, as SAOC 44 22 does, about the particularities of the edict provisions. It was a Type IIb measure – mandating the return of previously sold property, but it could just as easily be that the measure attested upon Larsa's annexation took the form of Babylon's own Type IIb measures, for we have ample evidence predating Ḫammurabi for such measures in the kingdom of Babylon.[646] Secondly, Charpin has argued particularly on the basis of TEBA III 5 and the presence of outstanding debts in select archives immediately pre-dating the edict that the measure enacted by Ḫammurabi and in force in the annexed territory was not simply a Type IIb kind of edict, but also related to the annulling of debts. This indicates that we are dealing with a "classic" and familiar *mīšarum* measure.[647] Taking this into account, we can say that the proposal remains open that Rīm-Sîn's edict was adopted in part or whole, but also applied provisions that originated from Babylon's own chancery. This caution is also confirmed by the evidence for the edict issued upon Samsu-iluna's accession to the throne,[648] which makes us reckon with a mixed measure, addressing debt release as well as the return of land.

[641] See Charpin 2004, 323.
[642] Charpin 2000, 188. Evidence for such mimicry should no longer include the date formulae mu ki-N Ḫammurabi for which see Charpin and Ziegler 2013, 63-64.
[643] Kraus 1984, 58-62; Charpin 1991 (NABU 1991/102); Charpin 2000.
[644] In particular the texts cited by Kraus 1984, 58-62 with Charpin 2000, 187-188 (discussing in particular TEBA III 5).
[645] Kraus 1984, 58-62.
[646] Kraus 1984.
[647] Charpin 2000, 187-188.
[648] Charpin 1988 (NABU 1988/76).

Yet, despite this caution, the specific language of SAOC 44 22 indicates that at least part of what is attested in the Rīm-Sîn measure of CUSAS 10 18 made its way into the Babylonian edict issued following Samsu-iluna's succession to the throne. This involves taking seriously the textual parallel between SAOC 44 22 and CUSAS 10 18. If this is correct, then the particularity of the edict of Ḫammurabi issued upon the conquest of Larsa was not a one-off. It continued at least into the early part of his successor's reign, a pattern that is more suggestive of a policy than a one-off gesture. The operation of a kind of pluralism, adopting or observing the particulars of Larsa practice even after the conquest, has other parallels, in the famous correspondence of Ḫammurabi with Šamaš-ḫāzir and Sîn-iddinam, a place to which Kraus had turned for important evidence of Ḫammurabi's edict for Larsa. As we will see, this also leads us back to the edict tradition of Rīm-Sîn attested by CUSAS 10 18.

4.6.4.2 dūrum B "permanent property/status"

The recently published work of Fiette has advanced our understanding of how Ḫammurabi's officials governed and allotted land on the ground in Larsa.[649] My purpose here is not a detailed treatment of the Šamaš-hāzir archive, something that is beyond our study. I wish here to spotlight one particular aspect of this governance: how property rights of citizens in the conquered territories were respected under Ḫammurabi and his officials.[650] In the oft-cited letter AbB 4 115, addressed from Lu-Ninurta to Šamaš-hāzir, Lu-Ninurta commands the return of wrongfully confiscated fields to men who have possessed the land for twenty years before Ḫammurabi conquered Larsa. Ḫammurabi's respect and concern to restore pre-existing property holdings in this region shows at least that the priorities of "Type IIb" edicts were not counter his own stated policies for what should happen on the ground. It lends credibility to the idea that Ḫammurabi or his successor might be prepared to adopt the provisions of CUSAS 10 18 or a similar text as part of their own administration of affairs in Larsa territory.

In fact, a more precise link can be made between instances of this 'policy' and the text of CUSAS 10 18. A subset of the correspondence issuing from the chancery of Ḫammurabi centred upon disputes or questions concerning persons' property or status denoted by the lexeme *dūrum* booked by CAD as *dūru* B "permanent status/property". As had already been discussed, when denoting property, this term is only attested in the correspondence of Ḫammurabi or his governors when dealing with matters in Larsa. This distribution could signify a particular kind of property holding in Larsa, attested to us from the lips of the new Babylonian rulers.[651] The only other occurrence known to me comes in CUSAS 10 18 itself, where the final extant

[649] Fiette 2018.
[650] Some of this evidence is adduced by Kraus in connection with the 'third' edict of Hammurabi, upon the annexation of Larsa (Kraus 1984, 58–62).
[651] It is not clear whether the occurrences under CAD s.v. mng. 2a (permanent status) and b (permanent property), given their shared context, also share a connection to 'service' that is most clear in the texts cited under mng 2a. If that was the case, it would mean that *dūru*(*m*) property or status in Larsa was related to the basis of such individual's service whereby it was inalienable as property, unchangeable as status, but had the nuance of a connection with family 'service'.

provision provides for the return of a previously exchanged "permanent field" (*eqel dūri*(*m*)). Reading such correspondence in light of the occurrence of *eqel dūri*(*m*) in CUSAS 10 18, in a context where the king Rīm-Sîn mandated the return of "permanent property", shows that Ḫammurabi's clear adherence to the institution of "permanent property" was in deference to the policy of Rīm-Sîn himself. This active protection of an institution or concept that appears to belong to the world of Larsa practice lends further credibility to the idea that Ḫammurabi would enshrine in his own formal ruling another Larsa-specific royal protection for family property previously alienated: namely §4 of CUSAS 10 18.

4.6.5 Summary

In summary, SAOC 44 22 gives more than usual detail about the character of the edict issued by Samsu-iluna upon his accession and in force in territory formerly controlled by Rīm-Sîn. The edict sought to combat a loophole in the normal working of property restitution. Where a *kišubbûm* plot had been bought and built upon in the meantime, the purchaser had to provide like-for-like property. Instead of doing so in accordance with the edict, Amurrum-šēmi instead paid a price in silver in lieu of this like-for-like replacement. In doing so, it fits with the archival material known from Rīm-Sîn's Larsa, both the kind of property holding, the practice of building upon unbuilt property and then being subject to a royal edict. This is hardly surprising given that this all took place in Larsa or its environs, albeit after Rīm-Sîn's time. A precise textual parallel was found in CUSAS 10 18 for the citation of the edict recorded in Watar-pîša's speech. Given the classification of this text as an edict, it leads to the proposal that at least some of the provisions originally contained in Rīm-Sîn's edict(s) were taken over by Samsu-iluna and, by implication, by his predecessor Ḫammurabi. Such an adoption of Rīm-Sîn's edict provisions, far from being an anomaly, chimed with other aspects of Babylon's policy on the ground. This was seen most clearly in the respect given to the ancient property holdings of Larsa residents. Such a policy and the explicit adoption of the provisions of Rīm-Sîn's edicts can be seen as an instance of royally sponsored pluralism, preserving aspects of the old laws and customary practices prevailing under the former ruler.[652]

4.7 Conclusion

In the first part of this chapter I presented the evidence for reclassifying CUSAS 10 18 as the first extant edict of Rīm-Sîn I of Larsa, and the only known OB royal edict addressing explicitly the return of property. The inquiry addressed the philological, textual and para-textual evidence of the text. Some of this evidence, including the layout and the scribal hand, though not decisive for this classification, was nevertheless consistent with its treatment as an edict of Rīm-Sîn. The balance of the evidence of language, lack of repetition, as well as the explanation of the dates as having a role in edicts, supported this new classification and pointed away from its treatment as a scholastic exercise. More important still was the appearance of an

[652] This does not preclude that a comparable practice of acquisitive merchants, buying up and building upon unbuilt plots, did not exist in Babylonia proper. But we lack archival evidence from Babylonia showing such a specific background existed and to such an extent as to provoke special treatment in the restoration edicts of Babylonian kings.

unusual date notation in the body of the text that is known to be an innovation of Rīm-Sîn's chancery, a fact reflected in the distribution of such date notations in administrative or official contexts, rather than private settings. This further supported the proposal that that this text was written by a scribe working under the auspices of the state, or that the text had originally been issued from the chancery of Rīm-Sîn. A wider circle of evidence was found in the archival texts stemming from Rīm-Sîn's Larsa that usually mention the application of a royal edict, and show that his edict(s) entailed the return of property previously sold, including houses, ruined or vacant house plots, date orchards, fields, and prebends. This gave explanatory power to the proposal for the use and content of the provisions in CUSAS 10 18, a match that extended to the property designations and terminology of CUSAS 10 18.

Based on this new classification of the text, parts 4.4 and 4.5 showed that the text of the edict itself could complement the archival record. Assuming relative stability of the edict textual tradition during Rīm-Sîn's reign, CUSAS 10 18 supported the idea that the handing over of silver in lieu of property was an accepted compromise on the ground but not expressly provided for in the edict. This default position of the edict, that upon promulgation, the right to the property reverted to its original owner, also confirmed Kraus' understanding of the so-called *ana pūḫat* texts: the reaching of a compromise with an original seller could be described as "in exchange" for the original property, given that the edict had (re-)confirmed the seller's title to it. The text of CUSAS 10 18 complemented the archival picture that the edict was a royally mandated version of redemption. Lying implicitly behind all the provisions was the intention to restore what belonged to the paternal estate. This nuance was also in evidence from the protection of the inalienable "permanent field" (*eqel dūri*(*m*)). Yet just as private redemption of property studied in chapters 1 and 2 showed that a right of redemption only affected certain sales, so the generality of CUSAS 10 18 was not interpreted as reversing all sales and exchanges of the property listed. The need to further demonstrate the application of the edict to a transaction in question could be inferred from the evidence of a royal commission of judges adjudicating cases in light of the edict of RS 35. However, there was other evidence of the particularity of the edict's application. The evidence from the archives of known merchants, some of whom fell foul of the edicts of Rīm-Sîn in a number of instances, combined with evidence of their large-scale prestige building from the middle of Rīm-Sîn's reign indicated that the edicts were at least partly intended to mitigate such practices. These were conveyances of family property to the merchants, presumably at an original undervalue in light of the compromise payments that could later be brokered. There was a clear historical background to Rīm-Sîn actively taking up a royal prerogative to mandate the return of property, what amounted to redemption by decree. This prerogative may also have had a political edge where the edicts, whose application fell repeatedly on the increasingly prosperous merchants, brought the intervention of royal power.

The final part of the chapter showed that, despite the historical particularity of the edicts that could be seen in their application under Rīm-Sîn, they had an afterlife. The classification of CUSAS 10 18 as an edict of Rīm-Sîn, combined with a re-reading of SAOC 44 22, led to the proposal that Samsu-iluna's edict issued upon his accession to the throne, borrowed directly from Rīm-Sîn's edict(s). This does not imply that such provisions were applicable outside the former territory of Larsa, and so it does not suppose that the provisions made their way into the edict provisions issued for the

remainder of the Babylonian kingdom. The appearance of parts of the Rīm-Sîn edict tradition in Babylon's edict towards Larsa relied upon the close textual parallel between CUSAS 10 18:15-18 and the speech of the claimant in SAOC 44 22 who cites from Samsu-iluna's edict. As it was highly improbable that this adoption of Rīm-Sîn's edict provisions would have skipped Ḫammurabi, this was taken as evidence that Ḫammurabi had first adopted the provisions. The most suitable moment to do so was upon the issuance of Larsa's own *mīšarum* following annexation. The length of Babylon's concession to Larsa-specific norms, even those enacted by Rīm-Sîn, could then be extended from the one-off act at the point of annexation through to the arrival on the throne of Samsu-iluna. The fact of such an adoption of Rīm-Sîn's provisions was then shown to be in step with other evidence of continuity in how Babylon approached the everyday aspects of governance in Larsa, particularly in the eagerness of king and governor to respect traditional property rights and holdings in the province.

5 Studies in the redemption of persons

5.1 Introduction

In a number of cases the presence of redemption of persons in the OB archival record can be harder to identify, and a precise background more difficult to reconstruct than with redemption of property. Even the term *ipṭirum* "redemption money", frequently used where redemption (or ransom) of persons was concerned (only rarely where real property was redeemed), can reflect an ambiguous background.[653] There are other terminological difficulties. Technical terms denoting particular liabilities were subject in principle to redemption, including the liabilities denoted by *e'iltum* and *kiššātum*, although there remain residual questions about their precise meaning and background. Nor can the language of redemption be applied to all kinds of 'personal release'. Most obviously manumission, a phenomenon that overlapped in its stereotypical formulae with the royally mandated return of persons in the Babylonian *mīšarum* edicts, was a distinct phenomenon. This chapter seeks to contribute to the study of redemption of persons by a select treatment of some of the related terminology, as well as a study of select archival texts from different localities bearing on the redemptions of persons. Observations about the usage and distribution of *ipṭirum* (5.2)lead to passing comments on the redemption/ransom of captives. This was a practice that partook of the same terminology but for which a different background could often be inferred: captives or prisoners of war being redeemed (ransomed), often by means of merchants as middlemen. This practice has been the subject of a recent comprehensive study and will not therefore be treated here.[654] Then the terms *e'iltum* and *kiššātum* in legal, administrative and epistolary contexts will be studied (5.3 and 5.4). As noted above, these are technical terms and the liability denoted by them could involve the handing over of persons against the respective liability. This was subject to the possibility of redemption. The treatment of *e'iltum* and *kiššātum* is completed in 5.4 by returning to the royal sources relating to redemption of persons in the Babylonian edict manuscripts in which *e'iltum*, *kiššātum* occur alongside *mazzazānum*. Study of these terms is followed in 5.5 by a treatment of *nepûm* "distrain" and *nipûtum* "distrainee". Although the meanings of these terms are well established, the relationship of the practice to redemption, to *kiššātum*, and its omission from the extant portions of the Babylonian *mīšarum* edicts, is best explained following a reconstruction of the practice denoted by *nepûm*, *nipûtum* and related lexemes.

The final part of the chapter, 5.6, studies archival evidence relating to conventional redemption of persons by locality. This includes some evidence from the archives of creditors (Diyala, Larsa) which, as with the redemption of property, can tell us something about how debt could trigger the loss of personal freedom on account of the (self-)sale or pledge of persons, but less about how redemption worked in practice. The evidence from debtors' archives is sparser but 5.6 includes an edition of the new text BM 80107/8, stemming from Sippar, documenting the payment of a sum in lieu of a claim and redemption money which shares the characteristics of a permanent title deed.

[653] In the literature see most recently Nebiolo 2019, 273-275 and van Koppen 2019.
[654] The study is Charpin 2014a.

5.2 Between ransom and redemption: *ipṭirum* "redemption money"

5.2.1 General

The noun *ipṭi/erum* (hereafter *ipṭirum* in free text) in the OB texts dealing with redemption (or ransom) means "redemption money" (AHw 385b, s.v. "Lösegeld"; CAD I-J, s.v. mng. 1 "price paid for redemption or release, ransom"). It can already in OB stand for a person given in exchange for a released prisoner,[655] hence ARM 173:22-26:

(22) *a-nu-um-ma* 2 s[ag-ì]r-m[eš] (23) *ip-ṭe$_4$-ri-šu-nu a-na* [*ṣe-er a-ḫi*]-*ia* (24) *uš-ta-re-em* ˹*a-ḫi*˺ *l*[*i-mu-ur-ma*] (25) *ip-ṭe$_4$-ri-šu-nu li-im-ḫ*[*u-ur-ma*] (26) lú-meš *šu-nu-ti wa-aš-še-*[*er*] "I have just sent to my brother (=Zimri-Lim) the two slaves (representing) their *i*. Let my brother see and receive their *i*., then release those (other) men."

Though booked by CAD as pl. tantum (CAD s.v.), indicated by several plene spellings, note the following texts:[656]

(1) ARM 28 155:38:
ù ip-ṭe$_4$-er-šu-nu pu-ḫa-am lu-ud-di-in
"and I will give their redemption money in return".

(2) Al-Rāwī and Dalley 2000, text no. 51:6-7 (pl. 42)):[657]
1 ½ ma-na kù-babbar ki *ma-ni-ia* (7) *ip-ṭe$_4$-er ma-ri-šu im-ḫu-ur*
"1 ½ minas of silver, he received from Mannija (as) the redemption money for his son".

(3) MDOG 38 8:17-18 (redemption of a vacant plot (é-kislaḫ)):[658]
(15) PN (16) é *a-bi-šu ip-ṭú-ur* (17) *a-na ip-ṭe$_4$-er* é *a-bi-š*[*u*] (18) 5 ½ gín kù-babbar in-na-a[n-lá]
"PN redeemed the estate of his father, as the redemption money of the estate of his father, he weighed out 5 ½ shekels of silver."

5.2.2 Usage of *ipṭirum*

The following attestations illustrate the range of the usage of the term. The term can denote the redemption money given (for persons) with respect to (financial?) claims or debts, redemption money given to redeem a captive or prisoner of war – by far the most frequently attested usage – and also the redemption money given to redeem property.

[655] CAD (s.v. meaning 2), AHw s.v. cite later examples attesting this meaning.
[656] The final sign in the form *a-na* [*i*]*p-ṭe$_4$-ri-im*$^{!}$ in ARM 28 42 rev. 8 could, based on the copy, also be *–i*.
[657] Read *ṭe$_4$* in l. 7 of the transliteration on p.97.
[658] See already Farber's comments on the noun *ipṭirum* (Farber 1984, 72).

Redemption money with respect to (financial?) claims or debts

In BM 80107, a text documenting the payment of a man's redemption money and settlement of outstanding claims against him, the inner tablet has[659]:
1 ma-na kù-babbar *ip-ṭe$_4$-ri-i-šu ù ru-gu-um-me-e-šu*
"1 mina of silver for his redemption money and his claim(s)."[660] The nature of the claim here is open to interpretation, also in light of van Koppen 2019, where a new attestation of *ipṭirum* is discussed and the interpretation there is discussed in 5.6.

One further possible example comes from Tutub, JCS 9, p.99 no. 88 (copy p. 115):
(1) 17 gín kù-babbar (2) *a-na ip-ṭe$_4$-er* (3) ^{p}*ḫa-ga-li-ia a-bi-šu* (4) ^{p}*za-ga-gu-um* (5) šu-ba-an-ti
"Zagagum has received (as a loan) 17 shekels of silver, as the redemption money of Ḫagalija, his father."

There is no way of knowing, however, whether the redemption of his father was from captivity or from conventional and local debt-slavery. If the former it belongs in the following category.

Another reference, with uncertain background, comes from the recently published letter of a certain Šamuḫtum, a *nadītum* woman, who refers to a superior's demand for her "redemption money" (*ʿa*ʾ*-na ip-ṭe$_4$-ri-ia ús-er-re-ni*, IM 31215 rev. ll.25-26, Nebiolo 2019). Nebiolo discusses the ambiguity of the background to *ipṭirum* here (2019, 723-725). She considers it possible that the sum of five shekels referred to in the letter could be a payment of the *nadītum* to the god to whom she is dedicated for the release of her or a family member from an illness or moral sin. Without other evidence to support this she leans towards the idea of redemption of the person (and / or family) from some punishment, misfortune or illness (which may have been ascribed to a divine as much as earthly power) (Nebiolo 2019, 725).

Redemption/ransom of persons taken captive

The following attestations illustrate this usage. For a fuller list of examples, in context, see Charpin 2014. A translation "ransom" or "ransom-money" yields good sense in these contexts (e.g. Kupper in ARM 173:23, 25 (*rançon*, not *rachat*)). However, even taking into account the different historical backgrounds, the semantic field is a shared one. The term *i.* is generally rendered here as "redemption money" for consistency.

In ARM 28 42 rev. 8, a letter written by Šukru-Teššub king of Eluḫut (Kupper 1998, 28:48), concerning the redemption of persons, with the redemption items being provided by merchants, we are told that merchants have proceeded "to give as redemption money" (*a-na* [*i*]*p-ṭe$_4$-ri-im*$^{!}$ *nadānam*) (rev. 8).

In ARM 28 155, already quoted above, a letter from Arrijuk to Zimri-Lim, the letter closes with the following: *ù ip-ṭe$_4$-er-šu-nu pu-ḫa-am lu-ud-di-in* "and I will give their

[659] The upper obverse of the case is broken in the relevant place.
[660] For *kasap ipṭeri* cf. MSL I p. 38, *ana ittišu* Tf. 3, II, 17. Also now Nebiolo 2019, 724-725 and van Koppen 2019.

redemption money/ransom in return" (cf. Kupper "et je donnerai (l'argent) de leur rachat en contrepartie."[661]).

In ARM 28 173, the second matter dealt with in the letter from Ḫadnu-rabi to Zimri-Lim, Ḫadnu-rabi seeks to arrange the redemption of two men by supplying two slaves in their place: (22) *a-nu-um-ma* 2 s[ag-ì]r-m[eš] (23) *ip-ṭe$_4$-ri-šu-nu a-na* [*ṣe-er a-ḫi*]-*ia* (24) *uš-ta-re-em ˹a-ḫi ˺ l*[*i-mu-ur-ma*] (25) *ip-ṭe$_4$-ri-šu-nu li-im-ḫ*[*u-ur-ma*] (26) lú-meš *šu-nu-ti wa-aš-še-*[*er*]
"I have just sent to my brother (=Zimri-Lim) the two slaves (representing) their redemption money/ransom. Let my brother see and receive their redemption money/ransom (i.e. exchange), then release those (other) men."

FM IV 228 no. 51 documents the redemption/ransom of a woman taken in booty from Raqqum. Line 1 is restored: [*ṭup-pí*] *ip-ṭe$_4$-ri*. In this case, it appears that she is redeemed without a redemption payment (l. 4: [*ba-lu ip*]-*ṭe$_4$-ri*), a fact plausibly explained by Ziegler in light of the length of her service ((Ziegler 1999, 228, f.n. 789).

Already cited in 5.2.1 is a letter found in Abu-Ḥabbah setting out a merchant account (Al-Rāwī and Dalley 2000, text no. 51, pl. 42), comparable to other accounts known from Old Assyrian merchants, which refers to the receipt of one and a half minas of silver received as ransom money by Mannija for the ransom of his son.
The entry (ll. 6-7) reads as follows:
1 ½ (6) ma-na kù-babbar ki *ma-ni-ia* (7) *ip-ṭe$_4$-er ma-ri-šu im-ḫu-ur*
"1 ½ minas of silver, he received from Mannija (as) the redemption money/ransom for his son".

Comparable to these accounts in the body of a letter is VS 22 84:27 (with AoF 10 52, now also Charpin 2014, 61), in which we find in ll. 27-32:

(27) 5 ma-na kù-babbar *i*[*p*]-*ṭe$_4$-er* lú x x (28) x x [^{d}e]n-[z]u-*mu-ba-lí-iṭ*
(29) 3 ma-na kù-babbar *ip-ṭe$_4$-er* dumu dingir-*šu-ib-ni* (30) [x] [m]a-na kù-babbar ^{d}*tu-tu-na-ṣir* (31) [x] ma-na kù-babbar *ša*$^{?}$ dumu *ku-ur* [...]x (32) [x ma-n]a kù-babbar *ip-ṭe$_4$-er* dumu-a-ni
"5 minas silver, redemption money of …Sîn-muballiṭ, 3 minas silver, redemption money of the son of Ilšu-ibni, [x] minas silver (for?) Tutu-nāṣir, [x] mina(s) silver *of* the son of …, [x mi]na(s) silver, redemption money for his son."

These examples reflect the most common usage for the term, to denote money handed over for the redemption or ransom of captives. Where more background is given, it is either clear or likely that the ransom of prisoners of war is in view, or persons taken captive outside their home territory in which merchants are involved as middlemen securing their ransom and return.[662] The first usage, where *ipṭirum* refers to redemption money and a background of debt can be presupposed, is less common numerically.

[661] Kupper 1998, 28:226.
[662] For a recent study of these texts, with particular attention to the ransom sums but revealing important background to the texts, see Charpin 2014.

Redemption of property

In addition to the two ranges of usage above, the term *ipṭirum* can also refer to the redemption money for property.[663] The Sippar text MHET 868 (=BM 97039), dated 24/X/Si 15, yields an example where an empty plot is bought (l. 7), but the transaction is clearly a redemption, employing the verb in-du$_8$ (l. 12), followed by: *a-na ip-ṭ*[*e*$_4$]-[*r*]*i-š*[*u*] (collated).

From Babylon (Ammi-ditāna) (MDOG 38 8, see Farber 1984, 71–75) we find the redemption of a one third sar vacant property (é-kislaḫ) described as follows:
(15) PN (16) é *a-bi-šu ip-ṭú-ur* (17) *a-na ip-ṭe*$_4$*-er* é *a-bi-š*[*u*] (18) 5 ½ gín kù-babbar in-na-a[n-lá].
"PN redeemed his paternal estate, as the redemption money for (the property of) his paternal estate, he weighed out 5 ½ shekels of silver."

The Isin text JCS 31 3 [BMC 3] (-/V/Damiq-ilīšu 9) is also relevant here.[664] This is the acquisition of a fallow field by a husband and wife from three brothers and a sister. It is drawn up as a purchase and contains the marker of redemption nam-du$_8$-a (=*ipṭirum*) ("redemption money") in l. 23.

5.2.3 Between ransom and redemption

The observations about the distribution and usage of the noun *ipṭirum* leads us naturally to a practice reflected in its most frequent usage, and belonging with redemption broadly conceived: the redemption/ransom of captives. It is well established that persons taken captive in a variety of situations outside of their home territory could be bought back – by funds originating with the captive himself or from family members, in certain cases through loans from a local temple. An important part of this historical reality was the role of merchants as middlemen, engaged in trade across borders. The modalities of this remarkable right have been well reconstructed by Charpin's wide-ranging treatment of the subject paying particular attention to the matter of redemption/ransom prices (Charpin 2014a), and will not be repeated here. There he addresses the evidence for the redemption/ransom of prisoners of war or persons redeemed through the activity of merchants acting as middlemen, and treats the subject based on a wide collection of material drawn from different localities and pointing to a variety of background contexts. The second section of the study shows merchants playing a well-established role as middlemen, showing varying degrees of personal connection to the ransoming parties depending on the situation, but often acting explicitly on behalf of a person sending a ransom payment with merchants to exchange in return for a person, often a family member of the person ransoming (Charpin 2014, 62).[665] In many cases it is possible to recognize the distinctive historical background behind the redemption and it is possible to distinguish this practice from other forms of redemption attested in the archives on the basis (1) that the person ransomed is best understood as a captive, not someone transferred by

[663] AHw 385b s.v. meaning (2) though citing OB Susa references.
[664] See the edition in ARCHIBAB (T2830) (with a note about its inclusion in Archibab 6, in preparation). Also Lieberman RA 76, 1982, p.103 n.28.
[665] Also to be understood in this framework is the text PBS 8/2 199 (1/IV/Si 6) (Veenhof 1991, 299–300, with fn. 26).

means of an arms-length transaction, (2) that the role of the merchant as middle-man is prominent.

However, excluding those cases involving the handing over of persons without a ransom payment as the result of sovereign intervention,[666] the differences between ransom and redemption should not be overstated. First, there is the overlapping use of *ipṭirum* to describe redemption money in both settings. Second, there is the formal similarity, at least from the perspective of the redeeming party, that someone is recovered by the payment of a price. This gains further traction from the observation about how the merchants, who handed over the redemption money, appear to have been treated. Charpin notes: "Tant que le remboursement n'était pas effectué, le captif semble avoir été considéré comme esclave pour dette du marchand."[667] Other texts, and their background, also encourage a consideration of the two practices under the same broad category. This is illustrated by a text such as TLB 1 215 (=LB 944). The text, dated to Samsu-iluna 19, records the redemption of a girl who is a citizen of Uruk (dumu-munus unug^{ki}-ga (obv. l. 2)). She is redeemed from Bēltani by her father.

Lines 5-9 read as follows:

^{m}*Ì-lí-ba-ni-i* / dumu *Na-bi-ì-lí-šu* ad-da-a-ni / *ip-ṭú-ur-ši* / *a-na ip-ṭe$_4$-ri-ša ga-am-ru-tim* / 6 gín kù-babbar in-na-an-lá
"Ilī-bāni son of Nabi-ilīšu, her father, redeemed her. He weighed out as her full redemption money six shekels of silver."

As Stol notes,[668] her father belongs to a team of gardeners from Uruk who worked under the supervision of *šandanakkum* Mār-Bābilim (first witness in TLB 1 215), and this fits with Charpin's observations about the appearance of labourers from the south in the northern province of Yaḫrūrum Šaplûm following the loss of the southern cities since Samsu-iluna 11. It is in this light that Charpin plausibly interprets TLB 1 215.[669] Ilī-bāni, the girl's father, was himself a refugee from Uruk, and found back his daughter in slavery with Bēltani upon his migration to Lower Yaḫrūrum. He redeems her by paying redemption money of six shekels. If the reconstruction is correct, the background to such a situation falls somewhat between the irregularities of conflict and crisis in which a person could be carried off as booty or otherwise captured, and more conventional redemption where there had been a prior arms-length arrangement between the redeemer and the party from whom he redeems.

[666] Such an act could simply amount to a sign of diplomatic goodwill (Charpin 2014, 62). The role of merchants was itself connected to wider customs of protection of merchants engaged in long-distance trade, a customary protection that took on geopolitical importance (van Koppen 2007, 212–13).
[667] Charpin 2014, 62.
[668] Stol (forthcoming).
[669] Cf. BiOr 38 (1981) 522, B 5, Charpin 1986, 414, and AfO 34 (1987) 44.

5.3 *e'iltum* "(economic) liability"

5.3.1 Summary

This section examines the OB attestations of the term *e'iltum* in legal, administrative and epistolary texts and finds it to mean "(economic) liability". A study of its usage shows that it (a) could be taken over or settled by a third party, including family members, (b) could be satisfied or released by the handing over of money, property, and (c) persons could be handed over against this liability. In light of (c), the royal sources are found (d) to reflect ground-level practice in the archival texts where *e'iltum* showed close analogy to conventional debt in the form it took and the ways it could be satisfied or secured.

5.3.2 General

Although the script lacks a designated aleph-sign at this time, leaving some ambiguity about what lies beneath spellings using the signs from the Ḫ-series, it nonetheless seems likely that the use of the Ḫ-series in this case represents a strong aleph in this doubly-weak root.[670] The related verb is *e'ēlum*. For the distribution of occurrences of *e'ēlum* in all periods according to verbal stem in tabular form see Janssen 1991, 79, which will not be repeated here. Based on a study of the lexemes connected with the root, the basic meaning of *e'ēlum* as "to bind" and *e'iltum* as "a binding" is well-established, not only for the OB period.[671] The semantic fields of '(economic) obligation, liability', 'sin', 'illness' are, in light of texts published after AHw and CAD E, represented in the OB attestations of the term *e'iltum*.[672] I restrict my discussion here to the OB usage attested in legal, administrative and epistolary texts, although results may need to be modified following the full publication of the relevant letters from the Ur-Utu archive, the provisional findings of which urge some caution for a purely economic understanding of *e'iltum*.[673]

The lexeme *e'iltum* can appear as direct object used with the following verbs: *paṭārum*, *apālum, rašûm* (CT 33 47a:3: *i-ḫi-il-tam ir-ši-i-ma*), and *e'ēlum*. It appears frequently in prepositional phrases governed by *ana*, with or without pronominal suffix. In prepositional usage the verb may be a verb of payment (in-na-an-lá (YOS 8 31:10)// *šaqālum* (VS 7 5:5)) but we also find *izuzzum* used, to describe the guaranteeing of or taking responsibility for the *e'iltum* (e.g. TLB 1 250, obv. 6'-7'). The term can, as is well known, appear as the subject of a transitive verb, whether *ṣabātum*, as in LH §117: *šumma awīlam e'iltum iṣbassūma* "if a liability seizes a man", which is not exceptional (cf. TLB 1 250, obv. 5': *e-ḫi-il-tum iṣ-ba-at-m*[*a* (?)]), or with *e'ēlum* itself (EdA Ni 632 col. v:28: *i-il-tum i-il-šu-ma*).

Based on these various usages, we can build a picture of the *e'iltum*-liability and how it was dealt with.

[670] Kouwenberg 2010, 521.
[671] Janssen 1991, 77-78.
[672] Janssen 1991, 77-78.
[673] Janssen 1991.

5.3.3 Incurring an *e'iltum* liability

Firstly, when *e'iltum* appears as the subject of a transitive verb or the direct object of *rašûm* it refers to the incurring of the liability. This is clearly the case in the protasis of LH §117:

šumma awīlam e'iltum iṣbassuma
"if a liability seizes a man"

This phraseology, albeit in a main clause (and without resumptive pronoun), appears in TLB 1 250, obv. 4'-5' (Dilbat):

(4) ^{m}sig-*a-ra-aḫ-tum a*-[...] (5) *e-ḫi-il-tum iṣ-ba-at-m*[*a* (?)]
"Ipqu-Araḫtum [...], a liability seized a[nd]"

Given that it is clear in context that the incurring of the liability is meant, its meaning can be compared to CT 33 47a:1-3 (Sippar):

(1) ^{pd}im-*ra-bi* (2) dumu *i-din-*^{d}en-zu (3) *i-ḫi-il-tam ir-ši-i-ma*
"Adad-rabi son of Iddin-Sîn incurred a liability"

Also belonging here are occurrences in letters of the cognate phrase, *e'ēlum* with *e'iltum* as direct object usually rendered "to enter into a binding agreement" (e.g. AbB 10 96; 10 191). The lack of context in these occurrences makes it impossible to tell whether a different background should be proposed from the case where *e'iltum* appears as subject of its cognate verb. Once the liability has been incurred, a number of different possibilities emerge, all concerned with meeting the liability. First, I take the usage of *izuzzum*: the texts attest the possibility that another person can step in and stand (responsible) for the liability in place of the individual concerned.

5.3.4 *izuzzum* and *e'iltum*: standing responsible for another person's liability

To be considered first is TLB 1 250 (Dilbat). The text records how Ipqu-Araḫtum incurred an *e'iltum* liability (obv. 5'). Most of the remainder of the extant text deals with the agreement reached by the Šakkanakkum and elders of Dilbat about how Ipqu-Araḫtum can settle his liability. However, this is triggered because the brothers of Ipqu-Araḫtum did not take responsibility for the liability on behalf of Ipqu-Araḫtum (obv. 6'-7'): *a-na e-ḫi-il-ti-šu aḫ-ḫa*(sic)*-šu ú-ul iz-zi-zu-ú*-[*ma*]. The implication is that they could have, and presumably prevented Ipqu-Araḫtum from handing over a field which appears to be the condition for satisfying his liability (rev. 1'-2'). It is not obvious from this text alone whether the G-stem of *izuzzum* here has the technical meaning "guarantee" or whether the responsibility it envisages is upfront settlement.

TLB 1 250 (=LB 713)

(1') dum[u...] (2') *a-na* […] (3') *aš-šum il-ki* [… …] x [...] (4') ^{p}sig-*a-ra-aḫ-tum* a-[...] (5'-9') *e-ḫi-il*$^{!}$*-tum iṣ-ba-at-m*[*a* (?)] *a-na e-ḫi-il*(text:IŠ)*-ti-šu aḫ-ḫa*(sic)*-šu ú-ul iz-*

zi-zu-ú-[*ma*] ^{pd}amar-utu-*na-ṣi-ir* gìr-nita$_2$ dil-bat$^{[ki]}$ *ù ši-bu-ut dil-bat*^{ki} $^{(10')}$ [*di-na*]*m i-di-nu-šu-nu-ti-ma* [… …] ti x[x x] $^{(Lo.E.)}$ [… ...] x […] $^{(rev.)}$ (lacuna of five or six lines) $^{(rev. 1')}$ [*i-na* (?) a]-šà(?)-*im i-na-ad-di-i*[*n*-ma*][*e-ḫi*]-*il-ta-šu i-ip-pa-a*[*l*] [u$_4$-k]úr-šè *a-na* a-šà-*im ù bi-t*[*i*]*m* $^{(rev. 4')}$ [*š*]*a aš-šum e-ḫi-il-ti-šu* $^{(rev. 5')}$ ^{p}sig-*a-ra-aḫ-tum i-na-ad-di-n*[*u*] $^{(rev. 6')}$ ^{pd}uraš-*na-da ù i-din-*^{d}*la-*[*ga-ma-al*] $^{(rev. 7')}$ *ú-ul e-ra-ag-ga-mu* $^{(rev. 8')}$ mu ^{d}uraš *ù ḫa-am-mu-ra-bi* [(x x)] $^{(rev. 9')}$ [i]n-pàd-dè-meš $^{(rev. 10')}$ [igi *i*]*p-*[*p*]*a-li-is* san[ga]

$^{(1'-9')}$…[…] concerning (?)[...] by reason of the *service* (?)[...] Ipqu-Araḫtum [...] a liability has seized; for his *e'iltum*-liability his brothers did not stand responsible; Marduk-nāṣir, the *šakkanakkum* of Dilbat, and the elders of Dilbat rendered them a verdict. … $^{(rev. 1'-10')}$ he shall give [part of] the field and (so) satisfy his *e'iltum*-liability. In future, concerning field and house, which, by reason of his *e'iltum*-liability Ipqu-Araḫtum will give, Uraš-nādā and Iddin-Lagamal will not complain, by Uraš and Ḫammurabi they have sworn. Before Ippalis the *šangûm*.

Notes:
Rev. 1': Collation confirms the traces of the final extant sign match the beginning of *in*. This rules out *nu* (cf. the TLB 1 copy) and the possibility of subordination of the verb in rev. 1'. There is only space for three signs before šà. For an edition of this text see Stol (*Forthcoming*).

The usage and context of *izuzzum* here can be compared to an unpublished letter, **BM 108898**, worth quoting in full (based on a provisional hand-copy provided courtesy of Irene Sibbing-Plantholt; not collated).

$^{(1)}$[*a-n*]*a in-bu-ša* $^{(2)}$ *qí-bí-ma* $^{(3)}$ *um-ma* ^{d}mar-tu-*ma-gir-ma* $^{(4)}$ ^{d}utu *ù* ^{d}amar-utu *li-ba-al-li-ṭú-ka* $^{(5)}$ ˹^{p}˺*a-pil-ì-lí-šu* PA *ù* x $^{(6)}$ <*ki*>-*a-am iq-bi-a-am um-ma šu-ú-ma* $^{(7)}$ [^{p}]*nam-ra-am-ša-ru-ur* PA.PA $^{(8)}$ a-šà *ša* aga-uš *i-pu-uš*$^{!}$(or: *šu*)-*ma* $^{(9)}$ *be-el* a-šà-*im a-na ḫu-ub-tim* $^{(10)}$ [*i*]*ṣ-ba-tu-ma a-na i-*Ḫ*I-il-ti* $^{(Lo.E., 11)}$ [*ú*]-*ul iz-zi-iz* $^{(Rev.; 12)}$ [(x) *ú*?]-*ni-ia-*˹*tu*˺*-ia* $^{(13)}$ ˹*ù*?˺[(x)] kù-babbar *aš-qú-ul-ma* $^{(14)}$ *ap*$^{!}$-*ta-ṭa-ar-šu* $^{(15)}$ *um-*<*ma*> *a-na-ku-ú-ma a-na i-*Ḫ*I-el-ti-šu*! (or: *ki*) $^{(16)}$ [*a-n*]*a mi-nim la ta-az-zi-iz* $^{(17)}$ [*um-m*]*a šu-ú-ma* a-šà-*šu at-ta*$^{!}$ *e-pu-uš* $^{(18)}$ *a-na qí-bi-ti-šu* a-šà-*am i-pu-uš* $^{(19)}$ *ù i-nu*$^{!}$-*ma a-pil-ì-lí-šu* $^{(20)}$ [a-šà-*a*]*m i-pu-šu* $^{(21)}$ [^{p}*nam-ra-am*]-*ša-ru-ur* x x KU *ú* $^{(22)}$ [*i-na k*]*i-it*$^{!}$-*tim a-wi-lum* $^{(23)}$ [*ša a-n*]*a i-*Ḫ*I-il-ti a-wi-lim* $^{(24)}$ *la iz-zi-zu* $^{(25)}$ a-šà-*am ú-ul i-pu-uš*

$^{(1)}$ [T]o Inbuša, $^{(2)}$ speak: $^{(3)}$ thus (says) Amurrum-māgir, $^{(4)}$ 'May Šamaš and Marduk keep you well. $^{(5)}$ Apil-ilīšu … $^{(6)}$ thus he spoke to me, as follows: $^{(7)}$ Namram-šarur the colonel $^{(8)}$ worked the field of the *rēdûm*-soldier and (or: because(?)) $^{(9-10a)}$ they seized the owner of the field on account of robbery $^{(10b-11)}$ but he (Namram-šarur?) did not take responsibility for the *e'iltum*-liability. $^{(12-14)}$ I weighed out *my* … [and] [x] silver and *I* redeemed him. $^{(15-16)}$ Thus I (said): 'why did you not stand (responsible) for his *e'iltum*-liability?' $^{(17)}$ Thus he (said): '*You work* his field!' $^{(18)}$ He worked the field at his instruction $^{(19-21)}$ and when Apil-ilīšu had worked the [fie]ld, *they* …. Namram-šarur … $^{(22-25)}$ [in tru]th, a man who does not take responsibility for the *e'iltum*-liability of (another) man, should not work a field.

Notes
9: *ana ḫubtim*; the derivation from *ḫubtum* "robbery, theft" is only one possible option. Consider deriving it from CAD's *ḫuptu* A "(a field or garden subject to special legal restrictions)"(CAD Ḫ s.v., 242, add BIN 2 84:4, CT 45 56:1, YOS 12 459:1, YOS 8 100:7;

references courtesy M. Stol). Certainly any connection between *e'iltum* and theft, a connection seen in *kiššātum* texts, cannot be built on this text.
14: As copied the first sign is GIŠ. Amending to *ip*! is possible but against this is the required change from first to third person in co-ordinated verbs that appear to belong to the same speech. The reading of the first sign in *ap*[1]*-ta-ṭa-ar-šu* is therefore uncertain and requires collation.
21: Given we expect the verb of a main clause after *īpušu* in the preceding temporal clause, the *Cu-ú* in *Auslaut* suggests a plural subject here with Namram-šarur as the object. The signs preceding KU-*ú* resemble *ú* and *ša*/*ta* but *ušaqqû*, 3m.pl. D-stem preterite from *šaqû* hardly fits the context. Alternatively read: *utarrû* (*ú-ta-ru*!-*ú*).

Even aspects of what is extant pose problems for interpretation but for now we can see that three times in this letter reference is made to the possibility of someone standing (responsible) for another person's *e'iltum*-liability. On the third occasion, what appears to be a general statement, is formulated as a conclusion to the letter.

(10-11) *a-na i-ḫi-il-ti* [*ú*]*-ul iz-zi-iz* "(but) he did not stand responsible for the *e'iltum*-liability"
(15b-16) *um-<ma> a-na-ku-ú-ma a-na i-ḫi-el-ti-šu*! (or: *ki*) [*a-n*]*a mi-nim la ta-az-zi-iz* "thus I (said) 'why did you not stand (responsible) for his *e'iltum*-liability'"
(22-25) [*i-na k*]*i-it*!*-tim a-wi-lum* [*ša a-n*]*a i-ḫi-il-ti a-wi-lim la iz-zi-zu* a-šà-*am ú-ul i-pu-uš* "[in tru]th, a man who does not take responsibility for the *e'iltum*-liability of (another) man, should not work the field."

If the reading of ll. 22-25 is correct, then the working of the field in this letter is both a responsibility and privilege (presumably on account of usufruct). However, it appears that the right to work the land had, at least in the mind of the sender, a corresponding responsibility - to meet the *e'iltum* liability that had been incurred by the third party. One further comment can be made from the text. Though ll. 12-13a on the upper reverse are broken, the sender appeared to satisfy the *e'iltum* by payment (13b: kù-babbar *aš-qú-ul-ma*). If collation confirms the presence of the verb *paṭārum* in l. 14 it would support this.

5.3.5 Paying silver to settle an(other person's) *e'iltum*

The connection between "standing responsible" for a person's *e'iltum*-liability and paying a silver amount, presumably in satisfaction of the *e'iltum*, can only be made directly from BM 108898. However, the fact that payment could be made to settle the *e'iltum* is well attested elsewhere. I exclude for the moment the texts gathered and discussed by Janssen 1991. Janssen's discussion and conclusions are treated below.

CT 33 47a

(1) ^{pd}im-*ra-bi* (2) dumu *i-din-*^{d}en-zu (3) *i-ḫi-il-tam ir-ši-i-ma* (4) ^{p}*i-din-*^{d}en-zu dumu u-bar-^{d}*za-ba*$_4$$^{!}$*-ba*$_4$ (5) *a-na qí-bi-it* (6) ^{p}*pi-ir-hi*$^{!}$*-ì-lí-šu* šeš-a-ni (7) 7 gín kù-babbar (8) *a-na i-bi-*^{d}im (9) dumu *i-ri-ba-am-*^{d}en-zu (10) ì-lá-e (11) igi ìr-^{d}en-zu dumu *ì-lí*-a-zu-*ni* (12) igi *ri-iš-*^{d}utu dumu *lu-uš-<ta>-mar* ^{d}en-zu (13) igi ^{d}en-zu-*i-ri-ba-am* šeš-ni (14) [igi] *p*[*a*]-*le-*^{d}utu (15) [igi *šu*]-*mi-er-ṣe-tim* (16) [igi] *šum-ma-li-ib-ì-lí* (vacat 1 line space) (17) iti kin ^{d}inanna 2-kam ud-13-kam (18) mu urudu ki lugal gub (=Ḫa 13)

(1-3) Adad-rabi, son of Iddin-Sîn incurred an *e'iltum*-liability and (4- 10) Iddin-Sîn son of Ubār-Zababa, at the order of Pirḫi-ilīšu his brother, paid (?) (text: shall pay) 7 shekels of silver to Ibbi-Adad son of Irībam-Sîn. (11-16) Witnesses. (17-18) 13/VI:2/Ḫa 13.

VS 13 96[674]

Tablet (with case variations noted):
(1) ^{p}*ig-ma-tum* mu-ni-im (2) ki ní-te-ni-šè (case omits line) (3) nam 5 gín kù-babbar nam u-bar-^{d}utu (4) *ra-ma-an-šu uš-zi-iz* (5) 5 gín kù-babbar ^{p}u-bar-^{d}utu (6) *a-na i-*ḪI-*il-ti-šu* (7) *iš-qú-ul* (8) ud kù mu-un-tùm-tùm (9) ^{p}*ig-ma-tum* (10) ba-an-tùm-mu (case: *it*$^{!}$*-ta-al-la-*[*a*]*k*) (11) igi *ì-lí-ar-ni-ul*$^{?}$ (12) igi *nu-úr-ištar* (13) igi *i-ku-un-pi*$_4$*-ištar* (14) *a-lí*-illat-*ti* (15) igi *ib-ni-ìr-ra* (16) *ṣi-lí-*^{d}utu dumu zi-ig-ma pa a [17] *a-bu-um*-dingir [18] *ì-lí-iš-me-<an>-ni* (space of c.6 lines) [19] kišib lú inim-ma-bi-me-eš [20] iti ne-ne-gar [21] mu dug$_4$-ta an ^{d}en-líl ^{d}en-ki-ga-ta [22] bàd zar-bí-lum^{ki} giš gú a-ma [23] mu-un-dù-a

(1-4) (one) named Igmatum, by his own authority, for 5 shekels of silver, he pledged himself to Ubār-Šamaš. (5-10) Ubār-Šamaš paid 5 shekels of silver with respect to his *e'iltum*-liability. On the day when he shall bring the silver, Igmatum shall go. (11-18) Witnesses. (19) Seal of the witnesses. (20) Month 5, (21-23) year: (the true shepherd Rīm-Sîn) at the order of An, Enlil and Enki, built the wall of Zarbilum (=RS 28).

Notes:
2: Ablative ta expected instead of šè, an error recurring in other contexts of self-sale (cf. YOS 5 145:1).
4: On this meaning of the Š-stem *izuzzum* see CAD U/W, 391a (also citing our text).
11: Perhaps for *Ilī-arnī-ul-*(*īdē*) (?) (suggestion M. Stol)
General: Taking VS 13 96 at face value, Ubār-Šamaš pays 5 shekels in respect of Igmatum's *e'iltum*-liability, something he was presumably unable to do himself. It is unclear whether Ubār-Šamaš is the one entitled to this payment or whether Ubār-Šamaš pays an unnamed

[674] The seal of Nūr-Ištar ("Seal B1"), second witness, has been impressed.

third party to whom the *e'iltum* liability was payable. Either way, this payment by Ubār-Šamaš takes on the nature of a loan to Igmatum, against which he pledges himself.[675]

VS 7 5 (+6) (= VAB 5 26)

Tablet (with case variations noted):
(1) ^{p}*ra-ma-tum* mu-ni-im (2) dumu-munus *šu-*^{d}nisaba (3) ^{p}*ra-ma-tum* d[umu-munus]-*su* (case: *ma-ra-as-su*) (4) *a-na e-ḫi-il-ti* [o o o] (case: + ^{p}*šu*-nisaba *a-bi-ša*) (5) 1/3 ma-na kù-babbar *iš-k*[*u-ul*] (6) *aš-šum* 1/3 ma-na k[ù-babbar] (7) ^{p}*ra-ma-tum* (8) *a-na e-ḫi*-IŠ (case: *il*)-*ti šu-*^{d}nisaba (9) *a-bi-ša iš-qú-lu* (10) 1 sar é-dù-a (11) da é ^{d}en-zu-*im-ma-tim* (12) *ù* da <<é>> sila (case: sila) (13) sag-bi bàd (14) egir-bi é *lu-ša-lim* (case: + é *šu-*^{d}nisaba) (15) ^{p}*šu-*^{d}nisaba (16) *a-na ra-ma-tum ma-ar-ti-šu* (17) *id-di-in* ud-kúr-šè ^{p}*šu*-nisaba (18) *aš-ša-as-su a-aḫ-ḫu šu-*^{d}nisaba (19) *ù* dumu-meš *šu-*^{d}nisaba (20) *a-na* é *a-na ra-ma-tum* (21) *ú-ul e-ra-ag-ga-mu* (witnesses + date follow).

Translation (composite):
(1) One named Ramatum, (2) daughter of Šū-Nisaba: (3) Ramatum his daughter (4-5) weighed out 1/3 mina of silver in respect of the *e'iltum*-liability of Šū-Nisaba her father. (6) On account of the 1/3 mina silver (7-9) which Ramatum weighed out in respect of the *e'iltum*-liability of Šū-Nisaba, her father, (15-17a) Šū-Nisaba gave to Ramatum his daughter (10-14) 1 sar built house beside the house of Sîn-īn-mātim and beside the street, its front side the city wall, its rear side the house of Lušallim and the house of Šū-Nisaba. (17b-21) In future, Šū-Nisaba, his wife, the brothers of Šū-Nisaba and the sons of Šū-Nisaba shall not claim concerning the house against Ramatum.

These texts have an important role to play in establishing the meaning of *e'iltum*. Outside of literal, magical or contexts of sin/wrongdoing, it appears to be an economic liability. Alone, the fact that a payment could be made in settlement of it, or that it could be monetized does not require that it had to take the form originally of an economic liability but the evidence so far presented with this. It finds further support in an unpublished letter, **HTS 13:21** (=AUAM 73.3203), an excerpt of which is produced here (courtesy M. Stol, based on a preliminary hand-copy prepared by N. Crawford):

(21) *um-me-nu ù e-i-il-ti* igi-6-gál kù-babbar (22) *i-na ia-mu-ut-ba-li* (23) *ul-la-nu-ka la ni-šu-ú* (24) *at-ta* ˹*ú*˺-[*ul*] ˹*ti*˺-*de-e*
"Don't you know that we do not have a creditor or *e'iltum* of (even) 1/6th (shekel) of silver in Larsa except you."

According to the speaker, the *e'iltum* is a matter of money, modified as it is by the proverbially low figure of one-sixth of (a shekel of) silver.

5.3.6 Verbs of satisfaction/release of an *e'iltum* liability

[675] An alternative but, based on this text alone, unprovable idea is that the whole transaction is a fictive one. Then, it would be structured this way to avoid drafting it as a conventional loan + pledge. However, I don't know why that would be advantageous.

The use of the term *e'iltum* with *izuzzum* is enough to suggest that it referred in this context to settlement of the liability rather than simply 'guaranteeing' someone else's future payment. This appears to bring its use very close semantically to what we will see is the meaning of *paṭārum* and *apālum* in the same context. Though that is true, on the basis of TLB 1 250 and BM 108898, the choice of *izuzzum* there may reflect the added nuance of responsibility: the brothers in TLB 1 250 may have been expected to take responsibility for meeting the liability of Ipqu-Arahtum. In BM 108898, Namram-šarur is chided for not taking responsibility (ll. 15-16) (by paying for the *e'iltum*, given that the sender did just that). Beside the two verbs already considered, *izuzzum* and *šaqālum*, the use of *paṭārum* and *apālum* deserve consideration.

First, I address the collocation of the noun *e'iltum* with the verb *paṭārum*.

Subject to caveats emerging from Janssen's study, this 'release' of the *e'iltum*, where an economic liability is in view, simply means the satisfaction of the liability. If we are dealing with a liability of the same kind, then BM 81320 (Bu 91-5-9, 1456)[676] illustrates that this 'release' could be achieved by means other than simply handing over money.

BM 81320 (Bu 91-5-9, 1456)

(Obv.) (1) ^{p}*ì-lí-ki-ma-a-bi-[i]a* (2) ki *ra-ma-ni-šu* (3) ^{p}*šu-mu-um-li-ib-ši* (4) *a-na pa-ṭa-ar e-*[*i*]*l-tim* (5) *i-gur-šu* (6) *i-di* iti-1-kam-*šu* (Lo.E.) (7) 1 gín kù-babbar (Rev.) (8) ì-lá-e (9) 0.2.0 še ^{giš}bán ^{d}amar-utu šuku (10) *i-na* iti-1-kam u_4-3-kam (11) *qá-tam i-ṣa-bat* (ruling) (12) iti še-k[in]-ku_5 u_4-5-kam (13) mu *a*[*m-mi*]-*di-ta-na* lugal-e (14) alan [o o] da a ni.

(1-5) Šumum-libši hired Ilī-kīma-abīja, by his own authority, for the release of the *e'iltum*-liability. (6-8) (As) his monthly wages he shall weigh out 1 shekel of silver; (9) 120 litres of grain (according to) the ban-measure of Marduk, the ration; 3 days per month, he shall take leave. (12-14) Date[677].

Notes
10-11: On the idiom *qātam iṣabbat* in this context, "take leave" (cf. AHw s.v. *qātu*(*m*) "x Tage im Monat *qá-tam iṣabbat* erhält er Urlaub") is preferable to "do additional work" (CAD Ṣ s.v. *ṣabātu*, 30a).[678]

The date and wording of this text invites comparison with hire contracts at harvest time, and in other respects the timing and duration of the hire is reminiscent of *tupšikkum* texts treated by Stol (1995). (In those texts, another usage of *paṭārum* 'to quit (service)' is attested). In our case, it appears that Ilī-kīma-abīja hired himself out

[676] Included in Richardson 2002, 2:404 but here a slightly different transliteration (courtesy F. van Koppen) is presented, the most crucial difference being the reading of the last signs of l. 4, where the traces fit a restoration: *e*-[*i*]*l-tim* (*erēšim* is ruled out). F. van Koppen also records a seal impression on the lower edge but no caption or legend is visible.
[677] The date is uncertain. A number of Ammi-ditāna year names are possible.
[678] Cf. also AbB 7 147:6' with note 147(a).

for a month in order to satisfy, lit. 'release', his *e'iltum* liability. If so, he was offering his own services against the outstanding liability and paid it down in kind.[679]

If this text lacks an archival background that could tell us more, a large group of attestations of the phrase *e'iltam paṭārum* appeared in the archive of Ur-Utu and need to be borne in mind here, even if they seem to lend a complicating dimension to the term *e'iltum*. Janssen's treatment of the phrase *e'iltam paṭārum* drew attention to the large number of attestations of the phrase in the letters contained in the Ur-Utu archive, adding 46 new attestations of the word *e'iltum*.[680] An important result of Janssen's provisional study of the term in the Ur-Utu archive is that, although "liability" is valid in most contexts, the semantic background of obligation, illness (and magic) which account for the semantic range of the term in its OB usage, are all present in the contexts where *e'iltam paṭārum* occurs in the Ur-Utu archive. This seems remarkable within such a well-defined corpus, and leads her to conclude that the aspects of obligation, illness and magic, usually considered to be distinct elements of the semantic range of *e'iltum*, appear to form "part of one notion" (Janssen 1991, 96). I don't know how to weigh this statement based on the material presented there. If correct, the argument presented by Janssen opens up an interesting but complicating dimension to the study of the term.[681] Based on the contexts within which the phrase *e'iltum paṭārum* is used in the archive, Janssen sketched two scenarios. In the first scenario, the *e'iltum* is that of the Chief Lamentation Singer himself and is connected with a dispute (*dabābum*), the parties of which include local religious functionaries. In one case, following a dispute, money is paid for the *e'iltum* ((Janssen 1991, 97). The second scenario involves a context of detention where people are held who are said to be bound by an *e'iltum*, though it is unclear whether this refers to an economic liability or otherwise (Janssen 1991, 97). Janssen concludes: "[w]e do not know whether the two scenarios are different or complementary. It is however possible that both scenarios represent different stages of a same concept, if there should prove to be a link between the parties involved in the *dabābum* and the detention of people (who are never mentioned by name). But we have no textual evidence."(Janssen 1991, 98).[682]

As noted by Janssen, the full import of these occurrences for the meaning of the term must await full publication and treatment of the texts from the Ur-Utu archive but the preliminary observations lend an important caution here. Even in contexts which appear to be dealing with a purely economic liability, the wider background to an *e'iltum* may be multi-layered, although it is difficult to know how specific to the Chief Lamentation Singer's archive were the 'non-economic' meanings of *e'iltum* and

[679] On remuneration levels in the *tupšikkum* texts, in which remunerations could reach as much as 600 litres of barley per month, with a minimum wage of 1 shekel of silver, see Stol 1995, 300.
[680] Despite this she acknowledged that these attestations "bring no clear and definite solution for this problematic word"(Janssen 1991, 78).
[681] See also Nebiolo 2019, 725 on the possibility of a similar background to *ipṭirum* in a *nadītum*'s letter.
[682] Janssen does propose one possible hypothesis to relate the two scenarios whereby the *e'iltum* of the second scenario is religiously 'transferred' to the Chief Lamentation Singer (Janssen 1991, 98).

e'iltam paṭārum.[683] With these caveats in the background, where we appear to be dealing with a straightforward satisfaction of an economic liability using *paṭārum*, the usage of *apālum* in TLB 1 250 is semantically equivalent.

rev. 1'-2' [*i-na* a]-šà-*im i-na-ad-di-i*[*n-ma*][*e-ḫi*]-*il-ta-šu i-ip-pa-a*[*l*]
'He shall give [part of] the field and (so) satisfy his *e'iltum*-liability.'

As restored, it is clear that *ippal* marks the satisfaction of the *e'iltum* liability.[684] Having sketched the modalities of the *e'iltum* liability based on the language and phraseology, I now turn to discuss the very thing that has prompted so much discussion of *e'iltum*: the redemption of persons sold in respect of an *e'iltum* liability.

5.3.7 Handing over property to satisfy an *e'iltum* liability: the case of TLB 1 250 and LH §§38-39

Certain aspects of phraseology and context in TLB 1 250 bear comparison with two provisions of the Laws of Hammu-rabi: §§38-39.

These paragraphs are reproduced below in transliteration, transcription and translation:

LH §38
aga-uš šu-ḫa *ù na-ši* gun *i-na* a-šà ^{giš}kiri$_6$ *ù* é *ša il-ki-šu a-na aš-ša-ti-šu ù* dumu-munus-*šu ú-ul i-ša-aṭ-ṭa-ar ù a-na i-il-ti-šu ú-ul i-na-ad-di-in*

rēdûm bā'irum u nāši biltim ina eqlim kirîm u bītim ša ilkišu ana aššatišu u mārtišu ul išaṭṭar u ana e'iltišu ul inaddin

A soldier, fisherman or royalty holder may not assign any part of the field, orchard or house of his *ilkum*(-tenancy) to his wife or daughter and may not give (it) to (satisfy) his *e'iltum*-liability.

LH §39
i-na a-šà ^{giš}kiri$_6$ *ù* é *ša i-ša-am-mu-ma i-ra-aš-šu-ú a-na aš-ša-ti-šu ù* dumu-munus-*šu i-ša-aṭ-ṭár ù a-na e-ḫi-il-ti-šu i-na-ad-di-in*

[683] Janssen's concluding comments are interesting: "Both scenarios are in fact disturbances of the socio-economic order: two parties are in a dispute, people are detained for economic reasons. This disturbance of order, like a disturbance of justice, can be seen as a religious offence, to be settled before the gods. Just like judges restoring justice on the secular level, here high officials are involved in the practical settlement. On the divine level, however, the life of the Chief Dirge Singer is held as a hostage until the order is restored. Only the gods can give him back his well-being. The end of the *e'iltum* is possibly marked by a ritual."(Janssen 1991, 98).

[684] This prompts a question that is very difficult to answer with any certainty. Would this field then be subject to a right of redemption? By analogy with LH 117 and EdA §20, where persons could be sold against such a liability but then redeemed, one might think that property handed over would also be redeemable. However, the closer textual connection with LH is with §38-39, and there is no hint of redemption there. At face value, the use of *apālum* here rather suggests satisfaction – the monetary liability is paid in kind.

ina eqlim kirîm u bītim ša išammu-ma iraššû ana aššatišu u mārtišu išaṭṭar u ana e'iltišu inaddin

He may assign to his wife or daughter, and may give with respect to his *e'iltum*-obligation, (any part) from a field, orchard or house which he acquires by purchase.

The connection with the text of TLB 1 250 is most striking in the use of the phrase *ana e'iltišu* + *nadānum*.

LH §38	LH §39	TLB 1 250 rev.
a-na i-il-ti-šu ú-ul i-na-ad-di-in	*a-na e-ḫi-il-ti-šu i-na-ad-di-in*	1' [u$_4$-k]úr-šè *a-na* a-šà-*im ù bi-t*[*i*]*m* 4' [*š*]*a aš-šum e-*ḪI-*il-ti-šu* 5' ^{p}Sig-*a-ra-aḫ-tum i-na-ad-di-n*[*u*]

Notes:
LH §38: Despite the fact that *nadānum* may be used without prepositional phrase *ana kaspim* with the meaning 'to sell', the more neutral 'give' is retained here. The choice of adverb *ul* over *lā* suggests a straightforward negation although a prohibitive sense would not have been out of place here.
LH §39: Based upon the wider context of what is a restriction in §38, and its removal in §39, I take *inaddin* in §39 to be modal 'he may give'.
TLB 1 250, rev. 3'-5': This first section of the revindication clause can be translated: "In future, concerning the field and house which Ipqu-Araḫtum shall give on account of his *e'iltum*-obligation…". This needs to be read together with rev. 1'-2' (see above).

Although the extant text of TLB 1 250 does not directly envisage the scenario in §38, the phraseology is parallel in describing the giving (or: selling) of property (field, (LH:+ orchard), house) in respect of, or, on account of, an *e'iltum*-obligation. TLB 1 250 does appear to reflect the straightforward scenario in §39 whereby property that has been acquired (free of *ilkum*-obligations, i.e. which the person subject to an *e'iltum*-obligation owns rather than possesses against his *ilkum*-duties) or already owned outright may be given or sold to satisfy, whether in part or whole, the *e'iltum*-obligation.

5.3.8 Selling/handing over persons against an *e'iltum* liability

The handing over of persons against an *e'iltum* liability is attested in the archival texts. As already seen, VS 13 96 and VS 7 5 belong here. In addition, the text of YOS 8 31[685] is relevant here.

[685] Seals: A: dingir-*šu-ʿbaʾ-ni* / ìr ^{d}[en]-zu; B: dingir-^{d}mar-t[u] / ^{d}*a-ši-ra-tum*; C: *a-ḫu-*[x x] / dumu *i-bi-*^{d}en-[x] / ìr ^{d}en-[x]; D: ^{d}utu-zi-gu$_{10}$ / dumu é-a-[*ba*]-*ni* / ìr ^{d}n[i]n-gal; E: ^{d}en-zu-*ú-ṣí-li* / [dumu] *a-pil-*[^{d}en-zu] / ìr ^{d}n[in-x].

YOS 8 31[686]

(1) ^{p}*qù-ur-ru-du-um* mu-ni-im (2) ^{p}*nu-ú-a-tum* mu-ni-im (3) dumu-meš *a-pil*-ku-bi š[u-ḫa] (4) šeš *ḫu-ba-na-tum* šu-[ḫa] (5) ki ní-te-n[a] (6) ^{p}bala-mu-nam-ḫé x[ ] (7) in-˹ši˺-ša$_{10}$-meš (8) *a-na i-ḫi-el-ti-šu-nu* (9) 1/3 ma-na kù-babbar (10) šám-til-la-˹ni˺-šè (11) in-na-an-lá (12) *ba-qí-ra-an i-ba-qá-ru-šu-nu-ti* (13-14) 1 ma-na ˹kù˺-babbar in-an-a[n-lá](for: ì-lá-e) (15) igi ^{d}[…] (16) igi ^{d}[…] (17) igi *a-ḫu-um*[…] (18) igi ^{d}en-zu-*be-el*-[*ì-lí* uru]du-nagar (19) igi *wa-ra-a-a* simug (20) en-zu-*ú-ṣí-li* dumu *a-pil*-^{d}en-zu ˹MU˺ (21) igi ^{d}en-zu-*ma-gir* nar (22) igi ^{d}utu-*ga-mil* bappir (23) igi ˹*it-ti*˺-^{d}en-zu-*mil-ki* lú-geštin-na (24) igi ˹*ip-qú*-^{d}*iš*$_8$-*tár*˺ lú-geštin-na (25) igi nin-giš-zi-da-*ga-mil* šu-ḫa (26) igi *a-ḫu-ú-wa-aq-ru* mu (27) *ra-bi-a-at-ta-ši-ma-at*-^{d}*iš*$_8$-*tár* (28) igi *a-bi-el-lu*$^{!}$-*lum* mušen-dù (29) kišib lú-inim-ma-bi-meš (30) itu ab-è (31-34) mu ^{giš}tukul kalag-ga ^{d}en-líl mu-na […] unug^{ki} mu-un-x-a ˹*ù*˺ nam-lú uru-bi šu-níg mu-gar-ra

(1-5) (One) named Qurrudum, (one) named Nu'atum, sons of Apil-kubi the fi[sherman], brother of Ḫubanatum the fish[erman], by his (sic) own authority, Balamunamḫe bought them (text: they (sic) bought), for their *e*. he paid 1/3 mina of silver as its full price. The claimant who claims them shall pay (text: has paid) 1 mina of silver. (15-28) Witnesses. (30-34) Date (= -/X/RS 21)

5.3.9 Summary and conclusions

The examination of *e'iltum* in legal, administrative and epistolary settings supports its meaning as an "(economic) liability". The provenance of the texts indicate that this form of liability was not restricted to northern Babylonia. The rendering "liability" is retained here, with the caveat emerging from Janssen's study that the liability may be multi-layered and not purely economic, even if it is capable of satisfaction (*apālum*) or release/redemption (*paṭārum*)[687] by the transfer of money or items otherwise associated with security for economic obligations.[688] It is significant that this liability shared close affinities with debt that emerge clearly from the texts as follows: (1) the giving in respect of the *e'iltum* liability (*ana*/*aššum e'iltim nadānum*) describes the satisfaction, in part or in whole, of the *e'iltum*. This inference is supported by the parallel within TLB 1 250 between rev.1'-2' and 3'-5'; (2) the direct object of the giving/selling in respect of *e'iltum* could be money (YOS 8 31; CT 33 47a), property (*eqlum*(a-šà), *bītum*(é)(TLB 1 250) cf. LH §38-9, also *kirûm*(kiri$_6$)), or persons, the last possibility making a direct link to its appearance in the royal sources (LH §117; Ammiṣaduqa's edict §20), whether the person handed over was expressly subject to the *e'iltum* or related persons (family members). However, the precise background to the *e'iltum* liability and what made it distinctive still remains elusive. Its usage in LH §38-39 and the reference to *ilkum* in TLB 1 250 may hint at its connection to a person or family's service related liabilities, but this possibility lacks hard evidence.

686 Bibliography: Faust 1941 (copy); Mendelsohn 1949, 15-16 (transliteration); Kraus 1951, 141-142 (excerpt of text and brief comments); Charpin 2015, 176, fn. 16 (discussion of eviction clause) (earlier, Charpin 2012, 5, f.n. 17).

687 It seems unavoidable that the use of *apālum* in TLB 1 250, rev. 2', at least in some cases, is functionally equivalent to the use of *paṭārum* in connection with *e'iltum*.

688 While the term may suggest a distinct form of liability, to be distinguished from e.g. *ḫubullum*, the usage in EdA B (Ni 632) v:28 would be compatible with a more general category of liability, which would also fit its usage in HTS 13:21.

5.4 *kiššātum* "penalty exaction, penalty service"

5.4.1 Overview and previous interpretations

The meaning of *kiššātum* (hereafter *k.*), a pl. tantum, reflecting the same nominal form as e.g. *ribbātum* "arrears", *libbātum* "anger"[689], has received vigorous attention both before and after its treatment in the dictionaries. Beginning with the dictionaries, von Soden (AHw I, s.v. 1965) provisionally proposed "Schuld(sklaven)dienst". CAD K (1971), s.v., provided two meanings: "1. status of a person given as a distrainee for a debt, 2. indemnity (for a lost object), replacement (for a distrained person)."[690] In both meanings, where persons are involved, CAD adhered to the idea of 'distraint' as lying in the background,[691] no doubt because, like *nepûm* and *nipûtum* texts, the imposition of *kiššātum* could involve the loss of a person's freedom. I do not follow the proposal of CAD that *k.* relates to 'distraint' in the OB texts outside of the Mari texts discussed by Finet[692] for which see Kraus 1984, 275. However, drawing the distinction between *k.* and distraint has not proved straightforward. The difficulty of distinguishing *kašāšum* and *k.* on the one hand from *nepûm* and *nipûtum* on the other was first felt by Kraus in 1958[693] and received from him a slightly extended treatment in 1984.[694]

The term *k.* has received a variety of other renderings outside of the dictionaries.[695] Szlechter rendered it "sous-gage"[696], Harris proposed "substitute" or "replacement"[697]. CAD's meaning 2. for *k.* ("indemnity (for a lost object), replacement (for a distrained person)" relied on Harris' proposal and the meaning is still followed in recent text editions (George 2018, p.158, no. 194:12). There, the term has also been rendered "distraint-charge" in deference to CAD's linking of distraint with *k.* (George 2018, p. 73, no. 84:6). Kraus himself, reasoning from the verb *kašāšum* as others did before him,[698] reached a meaning "Dienstbarkeit"[699]. although this meaning presented its own difficulties in texts where a sum of money was paid *ana k.*[700] Even though a meaning "servitude" is possible there, it runs into greater difficulties with a text such as YOS 8 53 where *k.* is in construct not to a person but to a boat that has been hired and sunk.

[689] Kraus 1984, 267.
[690] Informed in part by Kraus' treatment in (Kraus 1958, 175–79) and Harris 1955.
[691] Also seen from CAD's entry for *bīt kiššāti*: "house of distrainment" (CAD K, 460).
[692] Finet 1978.
[693] Kraus 1958, 179.
[694] Kraus 1984, 275–76.
[695] The ample treatment of the term *k.* in the literature, particularly by Kraus, derives from the need to explain its meaning and role in the restoration edicts, most notably §§20-21 of Ammi-ṣaduqa's edict. Of course, its appearance in LH §§117-119 also explains its earlier attention outside of an archival context (e.g. Driver and Miles 1939). The paragraphs in the edicts and the distinction that must exist between *k.*, *mazzazānum* and sale of persons in respect of a debt receives some comment below.
[696] Szlechter apud Kraus 1958, 177.
[697] Harris, 1955
[698] E.g. Goetze apud Kraus 1958, 177; Driver and Miles 1939, 67–68.
[699] Kraus 1984, 267.
[700] Kraus 1984, 272–73.

These difficulties, together with the variety of translations, also in recent text editions, shows that the term is still not fully understood. Characteristically, Kraus' orderly handling of the *k.* texts laid down the correct approach to the question. In what follows I wish to build on this by: (1) briefly discussing the single OAkk attestation; (2) paying closer attention to one group of texts known to Kraus which have more to offer in clarifying the philology, and the semantic and historical background to *k.*; (3) discussing the verbs collocated with *k.*; (4) revisiting the lexical evidence and scholia related to *k.*,[701] (5) considering a new attestation of *k.* and its connection with redemption, (6) considering Kraus' previous interpretation as *Dienstbarkeit*, (7) returning to the MSS of the Babylonian *mīšarum* edicts to briefly discuss the importance of the findings for the appearance of the terms *e'iltum* and *kiššātum* there.

5.4.2 Old Akkadian attestation

The term *k.* occurs only once in Old Akkadian texts: MVN 3 102. It was discussed by Steinkeller (Steinkeller 1980, 179). The term itself comes at the end of the text where it is stated that the preceding witnesses are the "total witnesses of the *kiššātum*".[702] Steinkeller concluded that "[g]iven the fact that the sellers of Meme are her father and brother, this transaction almost certainly involves a case of debt slavery, in which Meme was "sold" to U-KA-KA in lieu of the debt owed to him by Iwarum and Warassuni. Thus the meaning "debt servitude" of *kiššātum*, documented in the OB period, fits in this context perfectly"(Steinkeller 1980, 179).

Although some details are suggestive, the background is so unclear and the idea that the amount portrayed by the "purchase price" stands for an underlying debt is uncertain. Therefore, I also follow Kraus in refraining from an interpretation of the text (Kraus 1984, 266) and consider it, as Kraus does for some OB attestations, as an attestation with unknown background or basis. It may turn out to be compatible with the precise meaning of OB *kiššātum* but I do not think it can positively contribute to a discussion of whether the term means "debt-slavery".

By contrast, a small group of OB texts already known to earlier scholarship has more to offer in clarifying the meaning of the term.

5.4.3 *kiššātum*: the context of theft, loss and penalty

There are five texts that deserve closer attention. Four of them directly concern *k.* (Lutz UCP 10/1 107; VS 7 149; TLB 1 243; Edubba 1, no. 11). One text (Lutz UCP 10/1 91) uses the related verb *kašāšum* but not the nominal form, but the context is comparable to the other texts and the semantic relationship between the noun and verb

[701] Westbrook (1996) used the equation of *kiššātum* with zíz-da in scholia to argue for a background of delict for both terms. Although his recourse to an overarching scheme of ransom and revenge is unnecessary, and the zíz-da texts are not as informative as suggested by him, he was correct to draw attention to a crucial element of the texts that has a bearing on the philology of *kiššātum* here: *kiššātum* was a form of penalty (followed by Lafont 2002, 85 f.n. 26, although on the reading of l. 15 of VS 8 26 see Stol 2019, 1017 f.n.14).
[702] Wr. $GIRI_3$-SA-*tim*.

is clearly a live one. Beginning with Lutz UCP 10/1 91, the texts follow in transliteration, translation and only with targeted critical notes and commentary.

Lutz UCP 10/1 91
Date: Daduša
Provenance: Nērebtum
Bibliography: Landsberger FS David II 75[4] (coll. rev.); Kraus SD 11, p.274 (translation); Greengus 1986, 157–59, with copy of select passages pp.230-231.

Obv. (1) ^{pd}en-zu-*a-bu-um* na-x[(x x)] (2) 1 sag-ìr ^{pd}utu-*ma-gir* (3) ki ^{d}šeš-ki-ma-an-sum dam-gàr (4) *a-ša-am-šu a-na ši-mi-šu ga-am-*[*ri-im*] (5) kù-babbar *aš-qú-ul i-tu-úr-m*[*a*] (6) ^{pd}utu-*ma-gir i-na* é *i-pí-iq-iš*$_8$*-tár* (7) *i-na šu-ur-qí-im* ^{pd}utu-*ma-gir* (8) *iṣ-ṣa-ab-tu-šu a-na i-pí-iq-iš*$_8$*-tár* (9) *be-el šu-ur-qí-šu* di-ku$_5$<-meš> *ne-re-eb-tim*^{ki} (10) *ik-šu-šu-ma a-na èš-nun-na*^{ki} (11) ^{pd}utu-*ma-gir il-li-kam-ma* (12) *um-ma šu-ma* dam-gàr *a-li-ia-ma* (13) *i-bé-el-la-an-ni* ka-ki *ù* di-ku$_5$-meš (14) ^{pd}utu-*ma-gir i-ša-lu-ma* (15) *ki-ma šu-ur-qá-am i-na ne-re-eb-tim*^{ki} (16) *iš-ri-qú-ma ik-šu-šu* (17) igi ka-ki *ù* di-ku$_5$-meš Rev. (18) ^{pd}utu-*ma-gir* KA-*šu ú-ki-in* (19) ^{p}*iš*$_8$*-tár-šar-ra-at ù* ^{d}utu-*ma-gir* (20) *a-na* ^{d}en-zu-*a-bu-um ki-a-am iq-bu-ú* (21) *um-ma šu-nu-ma ki-ma ša-nu-um* (22) *i-bé-*˹*la-an-ni*˺*-a-ti at-ta-a-ma* (23) [o o o o o *š*/*t*]*a-ni ki-a-am* (24) [*iq-bu*(-*ú*)]-*ma* ^{d}en-zu-*a-bu-um* (25) [*im-gur-ma* k]ù-babbar ^{pd}utu-*ma-gir* (26) [ki *iš*$_8$*-tár-šar-ra-a*]*t*? *um-ma-šu* (27) [*il-qé-ma it*]-*ta-la-ku* (28) [^{d}]utu-*ma-gir* (29) [ ] x x (30) [ ] x (31) ^{p}[ ] (32) ^{p}˹x˺[ ] (33) ^{p}[ ] (34) [ ] (35) [mu] ˹x lugal˺ (36) é ad-˹da˺-ni<-šè> ba-an-ku$_4$

(1) Sîn-abum ..[…]: (2) a slave, Šamaš-māgir, (3-5a) I bought from Nanna-mansum the merchant and I weighed out silver as his full price. (5b-8a) He returned and Šamaš-māgir –in the house of Ipiq-Ištar in (the act of) theft they caught Šamaš-māgir. (8b-10a) The judge(s) imposed exaction (*ikšušūma*) (on him) in favour of Ipiq-Ištar the owner of the stolen property and (10b-11) Šamaš-māgir came to Ešnunna and (12-13a) (said) as follows: "indeed a merchant of my city has authority over me". (13b—14) The kakikkum-official and the judges questioned Šamaš-māgir and, (15-18) that he had stolen property in Nērebtum and that they had imposed exaction on him, Šamaš-māgir confirmed his word (i.e. testimony) before the kakikkum-official and the judges. (19-21a) Ištar-šarrat and Šamaš-māgir declared thus to Sîn-abum, they (said) as follows: (21b-28) "because another one has authority over us, only you […]", thus [they declared] and Sîn-abum [*agreed*? and] the silver for Šamaš-māgir […] [from Ištar-šarra]t his mother, [he took and w]ent away…Šamaš-māgir…(broken) (remainder broken). U.E. [the year … the ki[ng] entered [into] his father's house.

Notes:
For the seals, see Greengus 1986, 158.
1: Greengus restores as: na-[ab-bé-a] (= *umma*). However this is not attested in OB and one rather expects a profession, (e.g. *na-g*[*a-ru-um*/*rum*]. The copy of the final traces of the line by Greengus (1986, 230) is supported by the photograph on CDLI (http://cdli.ucla.edu/dl/photo/ P248158.jpg) and speak against a form *iqbi* which could also have anticipated the first-person testimony that follows.
5: I take Šamaš-māgir's return (*itūrma*) as his physical return, for reasons we are not given, presumably to Nērebtum where he is found in possession of stolen property.
6-7: Possible dittography with the double mention of Šamaš-māgir. Greengus has the first occurrence in apposition to *itūrma*, clarifying Šamaš-māgir as the subject of the preceding verb.

9: The suggestion of Greengus (1986, 159) to emend by the addition of the plural marker is supported not only by the verbal form in l. 10 but by the appearance of plural judges in l. 17.
10: The G-stem of *kašāšum* is rendered by Greengus as "bound over for penalty service".
11: *illikamma*.The ventive suggests this live testimony is given in Ešnunna albeit reporting upon events that took place, and testimony given, in Nērebtum.
13: ka-ki. This is the *kakikkum* official and not a standard of Šamaš (contra CAD D, 30a (e)). Cf. UCP 10/1, 36:21.
18: Perhaps *awātīšu*(inim-*šu*) *ukīn* in view of the sibilant.
21: Greengus confirmed the *nu* of *ša-nu-um* upon collation.
21-23: Based upon the photograph now available on CDLI (P248158) read: *i-bé-˹la*-[*an*]-*˹ni*˺-*a-ti* (upon collation Greengus thought the third sign could be *la* and this matches the traces visible from the photo), 3m.s. G-stem present *bêlum* + 1c.p. direct object suffix. The preceding *šanûm* is the subject: "another one has power over us."
28-30: These lost lines are likely to have set out the settlement terms. See Greengus' proposed restoration (Greengus 1986, 159).

This G-stem preterite of *kašāšum*, in its two occurrences, has the judges of Nērebtum as subject. CAD K s.v. (286b) translates lines 8-10a as "they [the judges] had exacted services (from him) for PN_2, the owner of the stolen goods". Given that the owner of the stolen goods, Ipiq-Ištar, is the indirect object of the verb, the assumption of CAD that the judges somehow exact services (on the spot?) from Šamaš-māgir on behalf of Ipiq-Ištar is not particularly persuasive and is at odds with the following statement that the merchant (presumably Nanna-mansum) is the one who ends up having authority (*bêlum*) over him. This text does show that the outcome of the verb *kašāšum* here was to place the owner of the stolen goods in a position of authority (*bêlum*) over the thief (cf. AbB 8 100:11-13 with Kraus 1984, 268).

Lutz UCP 10/1 107
Date: Ibalpi'el II
Provenance: Nērebtum
Bibliography: Landsberger St. David II, p.75 f.n. 4 (coll. rev.14); Kraus 1984, p.270 (translation); Finkelstein ANET[3] 545b (coll. rev. 5, 10); Westbrook and Wilcke, AfO 25:115; Greengus 1986, 171-173 (with copy of select passages pp.234-235).

(1) ^{p}dingir-*šu-na-ṣir* (2) *ù be-el-šu-n*[*u*] (3) *aš-šum ta-ri-bu-u*[*m*] (4) *ša a-na* é dingir-*šu*-[*na-ṣir*] (5) ˹*ib-ba-al*˺-[*ki*]-˹*tu*˺-*ma* [*i-na šu-ur-qí-im*] (6) *iṣ-ba-tu-š*[*u*] (7) ^{p}*ta-ri-bu-um* dumu[-ni] (8) igi uru^{ki} *ù ši-bu-tim* (9) *ša-ra-qa-ku iq-bi* (10) *aš-šum aš-ri-i*[*q*] *i*[*q-bu*(-*ú*)] (11) *ù šu-ur-˹qú-um*˺ *i-na* ˹*qa-ti-šu*˺ *iṣ-ṣa-ab-tu* (12) uru^{ki} *ù ši-bu-tum i-na pa-aš-tim ša* ^{d}en-zu (13) *ù* ^{giš}tukul ˹*ša*˺ ^{d}*i-šar-ki*-[*di*-]*šu* (14) *a-na ki-ša-tim a-na* dingir-*šu-na-ṣir* (15) *i-di-nu-šu* (16) igi *a-lí-ba-ni-šu* gìr-níta (17) ^{p}*ig-mil*-^{d}en-zu dumu dingir-*šu-a-bu-šu* (18) ^{p}*ma-ti-ia-tu-ú* dumu ^{d}utu-*za-aq-tum* (19) ^{p}*a-bu-um*-dingir dumu ^{d}en-zu-*eri*$_4$-*ba* (20) ^{p}*im-gur*-^{d}utu dumu *ib-ni*-^{d}en-líl (21) ^{pd}en-zu-*ga-mil* dumu *a-ḫi-um-mi-šu* (22) ^{p}*ri-iš*-^{d}utu *ù* ^{d}en-zu-*i-qí-ša-am* (23) dumu-meš ìr-^{d}en-líl (24) ^{p}*sa-ad-lu-ma* BA-^{d}en-líl (25) *ù* ^{d}utu-*na-ṣir* dumu-meš ^{d}en-zu-*i-qí-šam* (26) ^{p}*ma-na-ba-al-ṭe*$_4$-*el* (27) *ù a-ḫu-ni-ia* dumu-meš *na-r*[*a-am-*] (28) [^{p}] (29) ^{pd}en-z[u-] (30) ^{p}*ḫa-ia-ša-rum* d[umu] (31) *ù mu-na-nu-um* dub-sa[r]

(1-2) Ilšu-nāṣir and Bēlšunu (claimed?) (3-6) concerning Tarībum who had trespassed into the house of Ilšu-nāṣir and (whom) they had seized [in (the act of) theft], (7-9) Tarībum son of […], before the city (assembly) and elders, declared "I am a thief". (10-11) Because he de[clared] "I stole" and the stolen property had been seized in [h]is

po[ssessi]on, (12-15) the city (assembly) and elders, by means of the double-headed ax of Sîn and the weapon of Išarkidišu, handed him over for *k.* to Ilšu-nāṣir. (16-31) Witnesses.

Notes:
For the seals see Greengus 1986, 172, with comments on p. 173.

Edubba 1 11
Date: Daduša
Provenance: Tell Haddad

Obv. (1) pd en-zu-*i-qí-ša-am* (2) *ù* d *ma-mi-ka-ad-*ʳ*ra*ˀ*-at* (3) *na-aš-pa-ka-a-am* (4) *ša še-li-bu-um* (5) *ip-tu-ú-ma iš-ri-*ʳ*qú*ˀ (6) *i-na ka-ki-im ša* d *šar-*ʳ*ra-tu*ˀ*-um* (7) *ù* d *ba-ti-ri-tum* (8) *ú-ki-in-nu-šu-nu-ti-ma* (9) pd en-zu-*i-qí-ša-am* (10) *ù* d *ma-mi-ka-ad-ra-at* (11) *a-na še-li-bu-um* (12) *a-na ki-iš*! *-ša-tim i-di-nu-šu-nu-ti* Rev. (13) *da-ia-nu-šu-nu* (14) *a-am-ma-lu-ub* gìr-níta (15) p *bu-li-iṭ-*d tišpak dumu d utu-ḫé-gál (16) *nu-ra-tum* dumu *ṣi-sú-na-wa-ra-at* (17) p *i-lu-ni* máš-šu-gíd-gíd (18) p *ú-ṣi-pu-uš-qí* dumu ʳburˀ-d en-zu (19) p *im-gur-*d en-zu dumu ʳ*ab*ˀ*-du-e-ra-aḫ* (20) p *pa-áš-lum* dumu d en-zu-*g*[*a-mi*]*l*? (21) p dingir-*šu-ba-ni* dumu *ì-lí-ba-/di-ti* (22) p dingir-*mu-ša-lim* dumu *ì-lí-ib-ni* <x>*-a-ni* (23) p *i-pí-iq-ì-lí-šu* dumu *ma-mì-*d en-zu

(1-5) Sîn-iqīšam and Mami-kadrat opened up the granary of Šelibum and stole (from it). (6-8) By means of the weapon of Šarratum and Batirītum they convicted them and (9-12) gave over Sîn-iqīšam and Mami-kadrat to Šelibum for *k.* (13-23) Their judges (as follows): (13-23) List of judges.
Notes:
For the seals see Edubba 1, p.44 and pl. 34 (no. 494c).
6-8: On the reading of Šarratum here, see the comments of Charpin 1997-98, 346.
12: Against the copy (and photo, pl. 46) which gives MA (already Charpin 1997-98, 346).
21-22: See Charpin 1997-98, 346.

VS 7 149
Date: Ḫammurabi
Provenance: Dilbat

(1) *i-na pu-ḫur dil-bat*ki (2) p *a-píl-ì-lí-šu* (3) *ù e-ri-ba-am* (4) *ki-a-am iq-bu-ú um-ma šu-nu-ma* (5) *mi-im-ma nu-ma-tum* (6) *ma-la ha-al-qá-at* (7) *ma-ḫar* d *ip-te-bi-tam* (8) *ú-ul i-li-a-am* (9) *i-na-an-na nu-ma-tum* (10) *i-ta-li-a-am* (11) *ki-ma dil-bat*ki *iq-bu-ú* (12) *nu-ma-at* DIŠ GAR (13) *a-na ki-iš-ša*! *-a-tim* Rev. (14) [p]d nin-urta-ma-an-sum [g]ala (15) *iz-zi-iz-ma* (16) p *nu-úr-*d utu (17) pd en-zu-apin rá-gab (18) pd en-zu-*ma-gir* dumu *ka-ma-nu* (19) p *im-gur-*d en-zu *ra-bi-a-nu* (20) p *iš-*ʳ*ma*ˀ*-tum* dumu *ṣíl-lí-*d en-líl (21) p *a-píl-ì-lí-šu* sanga (22) *š*[*a*] *ú-ša-am-nu-ši* (23) p *e-ri-ba-am* dumu *ḫa-bi-it*-30 (24) *ša a-na ra-bi-ṣú-tim* U.E. (25) *iš-ša-ak-nu-ši* Le.E. (26) *ú-ta-ar-ši*

(1) In the assembly of Dilbat, (2-3) Apil-ilīšu and Erībam, (4-8) thus they declared, they (said) as follows: "nothing of the movables which had gone missing turned up in the presence of Ipte-bītam (i.e. in the temple)". (9-10) Now the movables have turned up. (11) Accordingly (the assembly of) Dilbat declared: (12-15) (for) movables of … , as/for *k.*, Ninurta-mansum the Lamentation Singer stood responsible and (16-22) Nūr-Šamaš, Sîn-ēreš the envoy, Sîn-māgir son of Kamanu, Imgur-Sîn the burgomaster, Išmatum

son of Ṣillī-Enlil, Apil-ilīšu the *šangûm* (are the ones) who shall have it counted; (23-26) Erībam son of Ḫabit-Sîn who was made commissionary for it, will return it.

Notes:
2-3: The Apil-ilīšu of l. 2 is plausibly the *šangûm* of l. 22 and Erībam of l.3 the person appointed commissionary in ll. 23-26.
12: The two signs after *nu-ma-at*, clear on the copy as DIŠ GAR, remain a puzzle. It may refer to the value or quantum of the utensils given as *k*. Another possibility, a suggestion of M. Stol is to read "1 ninda" where ninda stands for a prebend. The sense would then be: "utensils (needed for) 1 prebend" (Stol 2019, 1024-1025, fn. 36).

TLB 1 243 = LB 699
Date: -/XII/Apil-Sîn 5
Provenance: Dilbat

(1) p*be-la-ki* gìr-níta dil-bat^{ki} (2) p*i-din*-^{d}uraš sanga ^{d}uraš (3) p*im-gur-ru-um* dumu 30-*še-me* (4) p*ma-an-ni-ia* dumu 30-[*e*]*n*-[*n*]*am* (5) p*ip-qú-ša* dumu dingir-*a-bi* (6) p*e-tel-lum* dumu *ga-ga-a* (7) p*ar-wi-um ša* gìr-níta (8) p*ri-iš-èr-ra* dumu *a-sa-nu-u*[*m*] (9) pduraš-*a-bi* lú (?)[ ] (10) p[ ] x x x [ ] (ca. 1/3 of tablet broken) rev. (1') *aš*-[*šum*] (2') 3 udu-níta ˹é-gal˺ [(x x)] (3') *ša šu-ur-qí-im* (4') p*na-ḫi*-dingir *iṣ-ba-tu-ma* (5'-6') 1 sag-ìr *a-na*-^{d}*la-ga-ma-/al-ták-la-ku* (7') *a-na ki-ša-tim* (8') p!*ma-ru-ṣum* (9') dumu AN-NE-dingir (10') *a-na na-ḫi*-dingir (11') *i-di-nu-ú* U.E. (12') *a-na ba-aq-ri* sag-ìr Le.E. I (13') p*ma-ru-ṣum* (14') *i-za-az* Le.E. II (15') iti še-kin-ku$_5$ [ud-x-kam] (16') mu bàd mu-ti [^{ki} ba-dù]
Seal: [ ] la [ ] / [dumu] puzur$_4$-^{d}u[ra]š / [ ]

(1-9) Bēlaki, governor of Dilbat, Iddin-Uraš, *šangûm* of Uraš, Imgurrum son of Sîn-šēmi, Mannija son of Ennam, Ipquša son of Ilum-abī, Etellum son of Gagaja, Arwium, (servant) of the governor, Rīš-Erra son of Asanum, Uraš-abī (10) …. Rev. (1') be[cause(?)] (2'-12') Naḫi-ilum had seized [Maruṣum]…three sheep *of the palace* and Maruṣum son of AN-NE-dingir had given one slave, Ana-Lagamal-taklāku for the *k*. to Naḫi-ilum, Maruṣum shall stand responsible for (any) claim concerning the slave.

Notes:
2'-12': The broken lower obverse and upper reverse leaves some uncertainty to these lines. Reasoning from the fact that Naḫi-ilum is the recipient of the slave in rev. 10', he is unlikely to be the object of the seizure in rev. 4'. I therefore take him as the subject of that verb which follows a subordinating conjunction in the break (*aš*-[*šum*] rev. 1').[703] That he is the 'victim' of the theft I read from his receipt of the slave *ana kiššātim* (rev. 5'-7'). Who then is the subject of *i-di-nu-ú*? It ought to be Maruṣum in rev. l. 8' who gives the slave, and this stands to reason for he guarantees any claims arising in connection with the slave (Lo.e. – Le.e. I). If Maruṣum is the singular subject of *i-di-nu-ú* as I suppose, the subordination seen in the preceding co-ordinated verb (*iṣ-ba-tu-ma*) places all the extant text of the reverse up to l. 11' as part of a subordinate clause, with the main clause and conclusion being the eviction clause of ll. 12'-14'. Aside from these uncertainties, it is clear that stolen property (*ša šurqim*) prompts the seizing of a man, triggering the handing over of a slave *ana kiššātim*.

[703] Alternatively take the persons listed on the obverse as the plural subject of *iṣ-ba-tu-ma* (rev. 4') but (i) this speculative as much intervening text is lost, and (ii) it leaves the awkwardness of Naḫi-ilum in rev. 4' who cannot be the object of the verb.

By way of interim summary, I follow Kraus in deriving the meaning of *k*. from the related verb *kašāšum*. The use of *kašāšum* in UCP 10/1 91 shows a shared semantic background with the nominal counterpart *k*. CAD's meaning 1 (s.v. *kašāšu* A) gives "to exact services for a debt or fine, to hold sway, to master." CAD, in opting for the precise "to exact services for a debt or fine" was influenced by CH §117, where such a translation made good sense. It was less convincing for UCP 10 91, the other text cited by CAD, for the judges there are the subject of *kašāšum*, yet they have hardly exacted services on the spot. It refers more plausibly to their imposition of an exaction. This objects in no way to the idea of mastery or control envisaged by CAD and also Kraus in his understanding of *kašāšum*. The imposition of *k*. meant a person was liable (beholden) to another until such time as it was satisfied. However, the group of texts already discussed refine the meaning further. It is not simply an exaction, as a tax or other conventional imposition could be, but was a penalty. These texts shed light on the precise background that could trigger the imposition of *k*. The connection between stealing (*šarāqum*)/theft (*šurqum*) and *k*. emerges clearly in four of the five texts:

"they seized Šamaš-māgir in the house of Ipiq-Ištar in the act of theft (*ina šurqim*), the judges of Nērebtum imposed exaction (*ikšušūma*) in favour of Ipiq-Ištar, owner of the stolen property (*bēl šurqišu*)" (UCP 10/1 91: 6-10)

"that he had committed theft (*šurqam…išriqu-ma*) in Nērebtum and that they had imposed exaction (*ikšušū*) Šamaš-māgir confirmed his words before the *kakikkum*-official and the judges." (UCP 10/1 91:15-18)

"th[ey] seized him [in the act of theft], Tarībum [his] son said in the presence of the city (assembly) and elders 'I am a thief' (*šarrāqāku*). Because h[e had sai]d 'I stole' (*ašriq*) and the stolen property (*šurqum*) had been seized in [h]is po[ssessi]on, the city (assembly) and elders, by means of the double-headed ax of Sîn and the weapon of Išarkidišu, handed him over *ana k*. to Ilšu-nāṣir" (UCP 10/1 107:5-15).

"Sîn-iqīšam and Mami-kadrat opened up the granary of Šelibum and stole (*išriqūma*) (from it). By means of the weapon of Šarratum and Batirītum they convicted them and gave over Sîn-iqīšam and Mami-kadrat to Šelibum *ana k*." (Edubba 1 11:1-12)

Although the context is harder because of damage to the tablet, TLB 1 243 also shows the clear relationship between stolen property (*ša šurqim*, rev. 3') and the handing over of a slave *ana kiššātim* (rev. 7'). What about VS 7 149? Although *šurqum* is not used, the inquiry about the missing movables implies that goods have gone missing and someone is responsible (ll. 6-10). There are, as Kraus noted, other texts that don't tell us the precise background. But the texts already cited are our best evidence for how *kiššātum* arose. It was a penalty for theft or the culpable loss of movables. Theft in the strict sense, and mishandling of movables could receive similar treatment, and this helps to clarify the appearance of *k*. in YOS 8 53, where a boat was sunk (nb: D-stem *ṭubbûm*), and the person responsible had to pay five shekels of silver to the owner, "for the *kiššātum* in respect of the boat."

5.4.4 *kiššātum* and collocated verbs

The term *k*. appears in prepositional usage with the following verbs:

***šaqālum* (G)**(Sum. lá): CT 45 14:6ff; TIM 5 62:10ff (10 gín kù-babbar *kiššātišu*…ì-lá-e).

***nadānum* (G, N)**

G stem
In UCP 10/1 107:14-15: *a-na ki-ša-tim a-na dingir-šu-na-ṣir i-di-nu-šu* "(the city (assembly) and elders, by means of the double-headed ax of Sîn and the weapon of Išarkidišu,) handed him over *ana k*. to Ilšu-nāṣir." This giving of the thief to the 'victim' of the theft may be both physical and indicate a transfer of authority (cf. the connection between *kašāšum* and *bêlum* in UCP 10/1 91). Comparable is the Tell Haddad text Edubba 1 11:11-12: *a-na še-li-bu-um a-na ki-iš*$^{!}$*-ša-tim i-di-nu-šu-nu-ti* "they (the judges) gave them (the thieves) to Šelibum as/for *k*.". In both cases, texts stemming from the Diyala region, it is interesting that the judges hand over by means of divine weapons and the phraseology is mirrored. The other occurrence of *nadānum* with *k*. comes in YOS 8 53 and there the G-stem preterite simply marks the handing over of money *ana k*., where it is clear that the money is in settlement of the *k*.

N stem
In the protasis of LH §117: *šum-ma a-wi-lam e-ḫi-il-tum iṣ-ba-sú-ma* dam-*sú* dumu-*šu ù* dumu-munus-*sú a-na kù-babbar id-di-in ù-lu a-na ki-iš-ša-a-tim it-ta-an-di-in* "if a liability seizes a man and he sells (lit. gives for silver) his wife, his son or his daughter or (if such a one) is given for/as *k*."
In the protasis of LH §118: *šum-ma* ìr *ù-lu* géme *a-na ki-iš-ša-a-tim it-ta-an-di-in* "if a male slave or a female slave is given for/as *k*."

The use of the N-stem is accounted for by the perspective of these paragraphs where the predicament of the person subject to sale or *k*. is in view. Taken together with UCP 10/1 107 and Edubba 1 11, the use of *nadānum* is probably not here being used, as it sometimes can, as shorthand for the idiom of sale (with *ana kaspim* omitted but inferred) but denoting the giving (over) of the person *ana k*., where the verb denotes the transfer of the person both physically and in terms of authority.

***kašāšum* ((G), N)**

G stem
The verb *kašāšum* does not appear in the G-stem with the noun *k*. but note the comments on UCP 10/1 above.

N stem
The meaning of the N stem here, is commented upon in 5.4.10 below.

Si 507	NBC 8618	Ni 632
a-na kù-babbar *i*[*n*]-*na*-[*d*]*i*-[*in*]	*a-na* kù-babbar *i*[*n-na-di-in*]	[*a-na* k]ù-bab[bar] *in-n*[*a-di-in*]
ú-lu a-na ki-iš-ša-t[*im*]	*ú-lu a-na ki-*[*iš-ša-tim*]	[*ú-l*]*u a-*[*n*]*a* [*k*]*i-iš-ša-tim*
ik-ka-ši-i[*š*]	*ik-ka-š*[*i-iš*]	[*i*]*k-k*[*a*]*-ši-iš*
ú-lu-ma a-na ma-za-za-ni[*m*]	*ú-lu a-na m*[*a-an-za-za-ni*]	[*ú-l*]*u a-na m*[*a-an*(?)]*-za-za-ni*
in-ne-zi-ib	*in-ne-*[*zi-ib*]	[*i*]*n-ne-*[*z*]*i-ib*

***izuzzum* (G)**

In VS 7 149: 13-15: *a-na ki-iš-ša*[!]*-a-tim* PN *iz-zi-iz-ma* "(movables of …,) *ana k*. PN took responsibility)" (Cf. Kraus (1984, 270)). What the action of the verb entailed in the text is not certain. It is plausible but not certain whether to connect it to the counted items the delivery of which is described in the remainder of the text in ll. 16ff. If so, then the verb refers to providing settlement of the *k*. by the provision of movables (if l. 13 relates to the content of the *k*. settlement).

***paṭārum* (G)**

The first attestation of *paṭārum* with *k*. (here exhibiting variant with *ḫ*.) comes in CUSAS 36 194:12: *i-na ḫi-iš-ša-tim* ˹*ip*˺*-ṭù-ra-ak-ku-šu* "(someone) redeemed him for you from *k*." The context suggests that the verb here denotes more than mere physical release and is best understood, with the editor of the text, to mean redemption. The context of the letter supports this for the argument turns on whether the person redeemed was in fact a validly purchased slave or someone subject to a *k*. If the former, then they were not presumably redeemable. It gives concrete lexical support to the wider picture that *k*. was subject to redemption.

***leqûm* (G)**

Boyer 122:9-11: *i-na ḫi-iš-ša-tim il-le-qé* "she was taken in *k*."

5.4.5 Lexical evidence

In discussing the appearance of *k*. in the ancient lexical texts, most attention has been given to its scholarly equation with Sumerian zíz-da.[704] However, the lexical items keeping close company with *kiššātum* in the *Akkadian* sections of the lexica and other texts are also important. These are noteworthy in light of the treatment of the archival texts already presented. First, there is not much to be gleaned from its appearance in the bilingual word list Erimḫuš V 78-79[705]:

[704] Landsberger (MSL 8/1, p.15); Westbrook (WZKM 86 (1996):449-459).
[705] MS witnesses: A (NB, Uruk), A_2 (NB, Babylon), B (NA, Kouyunjik).

78	$^{zi\text{-}iz}$zíz	*kiš-šá-tum*
79	ḫul-gig-ga	*bil-la-a-tum*

The excerpted text comprises its own section, as is characteristic of Erimḫuš and so semantic association is often internal only to the entries in the section, it sheds little light on *kiššātum*.[706]

Most relevant here is a passage from Urra XIII. Extracted below are ll. 84-88 (MSL 8/1, 14-15):

84	udu gaba	*im-mer ir-ti*
85	udu gaba-ri-a	*im-mer mi-iḫ-ri*
86	udu ní^{ni}-zu	*im-mer šur-qi*
87	udu zíz-àm	*im-mer kiš-šá-ti*
88	udu lal+u_5	*im-mer rib-b*]*a-ti*

Particularly in MS B (Kish 1924, 786-844 – see details p.5 of MSL 8/1), lines 86 and 87 are well preserved without reconstruction or interpolation. Landsberger comments on this passage: "The correctness of the scholarly tradition about the legal term *kiššātu* (Kraus, Edikt 175-179) and its Sum. equivalent may be doubted." [707] Lines 86-88 deserve more attention. Here, in a series of lexemes in the Akkadian column modifying the term "sheep", *k*. occurs in entries between "theft" and "arrears", the latter (*ribbāti*) referring also to a liability, but of a more conventional kind. In particular, it is the association of ll. 86-87, *šurqi* and *kiššāti* that interests us.

That this connection in the first millennium was not idiosyncratic is supported by a bilingual ritual text (BiOr 30 165, col. i:29-30). which has:

úš-tag nam-lilib(ši-ši) nam-zíz-ta dib-ba :
lap-tan da-mi šá ina šur-qí (u) kiš-šá-ti ṣab-ta

"one who is tainted by blood or who has been seized in a case of theft (or) *kiššātu*"

It would seem therefore that this later evidence preserved, or continued, an older association of *šurqu*(*m*) and *kiššātu*(*m*). The already published OB texts attesting the term *kiššātu*(*m*) and the related verb *kašāšu*(*m*), where they provide more than passing context, show that these terms could be closely connected in practice (see 5.4.3 above).

This evidence does not decide the correctness of the ancient scribes' equation of Akk. *kiššātum* with Sum. zíz-da but it does support the later scholarly tradition's understanding of *kiššātum* as a category that bore a close relationship to theft (*šurqum*).

[706] Although note: lú šà hul gig-ga-ak= *ša le-mu-ut-tam e-ep-šu* OB Lu-Azlag A 40.
[707] MSL 8/1, p. 15.

5.4.6 Other attestations of *kiššātum*

A number of texts present difficulties either because of damage, uncertain readings, or lack of background. I will not repeat Kraus' treatment of these texts (esp. 1984, 271-273). The following comments may be made:

AbB 8 140:12-13: *um-ma-ša i-na bi-it ki-ša-ti-ša uš-te-ṣí-a-am* "I have caused her mother to go out from the house of her *k*.". On the interpretation of the pronominal suffix on *k*. see Kraus 1984, 271-272. The exaction takes the form of service here, and the phrase *bīt k*. therefore refers to the place where this service is rendered. See also AbB 8 100:11 with Kraus 1984, 268-269. Cf. CUSAS 36 194.

TIM 5 62:10ff: 10 gín kù-babbar *kiššātišu*…ì-lá-e "he shall weigh out 10 shekels of silver for his *k*." The suffix properly refers to the one on whom the exaction is imposed (see Kraus 1984, 272).

CT 45 14:6: *a-na ki-iš-ša-a-t hu-ub-tum*: the meaning of the last word of the line is uncertain. Kraus takes it as a PN, see his comments 1984, 272-273. An emendation for the last sign (*tim*$^{!}$) would yield *hubtim* "for the *k*. in respect of the robbery." On the relatively common OB misuse of CV*m* signs, including *tum* for *tim*, see George 2013, 2 with f.n. 3.

AbB 8 100:11-13 shows that *k*. could be in construct to the creditor, in context the person in whose favour the *k*. rests.

MHET 860:19-20: *i-na ki-ša-ti*-x-*šu-nu-ma* é *in-na-di-in*
If it is correct to read our *k*. here, the meaning is obscure to me.

There are also two new attestations, as follows.

CUSAS 36 84
(1) *a-na* dingir-*ba-ni* (2) *qí-bí-ma* (3) *um-ma ti-iz-qar-*^{d}utu-*ma* (4) *šum-ma i-na ki-tim* (5) *ma-ri at-ta* (6) *ki-iš-ša-at* (7) ^{d}en-zu-*i-ri-ba-am* (8) 10 gín$^{!}$ kù-babbar (9) *e-li-ia ti-šu* (10) *ku-nu-uk-kam* (11) *an-ni-a-am* (12) *ke-el-ma* (13) *a-wi-lam wu-ši-ra-am* (14) *a-pu-tum*

(1-5) To Ilum-bāni speak, thus Tizqar-Šamaš: If you are truly my son, (6-9) (as) the *k*. of Sîn-irībam, let me owe you (lit. have against me) 10 shekels of silver. (10-14) Retain this sealed tablet and set the fellow free. Please!

Here *k*. was rendered by the editor as "distraint-charge", a translation informed by CAD's mng. 1 but presumably adjusted to account for the fact that it could here be turned into a money sum. The dependent genitive was the debtor – the one subject to the *k*. had fallen. It had been imposed in favour of Ilum-bāni. It is clear that the *k*. exaction (i) had led to the loss of Sîn-irībam's freedom (ll. 13), and (ii) could be readily equated with a sum of money (ll. 8-9).[708]

[708] None of the terminology relating to distraint is present here, save from *wuššurum* but this simply refers to the physical release of Sîn-irībam and is not technical terminology.

The other new attestation is **CUSAS 36 194:12** *i-na ḫi-iš-ša-tim* ˹*ip*˺*-ṭù-ra-ak-ku-šu* : "he redeemed him for you from *k*.(here *ḫ*.)". Cf. Boyer 122:9-11 (contrasting use of preposition (*ina ḫ*. "in(to) k." cf. Kraus 1984, 268)). As it is the first attestation of *k*. with *paṭārum* it receives more attention below.

5.4.7 *kiššātum* and redemption: CUSAS 36 194

Obv. 1 *a-na li-pí-it-iš$_8$-tár*
2 *qí-bí-ma*
3 *um-ma* dùg-*ab-e-li-ma*-[*tim-m*]*a*
4 ^{d}utu *ù* ^{d}nin-˹urta˺ *aš-šum-i*[*a* mu-š]ár-kam
5 *li-ba-al-li-ṭù-k*[*a*]
6 *i-na* uru^{ki} *ra-za-˹ma˺*
7 ˹^{p}˺^{d}*še-rum-ì-lí*
8 [*wa-a*]*r-du-um ša ì-lí-tu-r*[*a-a*]*m*
9 [*a-na*] 1/3 ma-na kù-babbar
10 [*i-n*]*a maḫ-ri-ia i-ša-am-šu-ma*
11 *a-a-ú-um-ma*
12 i-*na ḫi-iš-ša-tim* ˹*ip*˺*-ṭù-ra-ak-ku-šu*
13 *wa-ar-ka-tam pu-ru-us*
14 *aš-šum* ^{d}utu *ù* ^{d}*ri-im*-^{d}en-zu
15 *ša ú-ba-al-la-ṭù-k*[*a*]
Rev. 16 [*a-wi*]*-lum šu-ú wa-ar-du-um*
17 [*ša*] *ì-lí-tu-ra-a*[*m*]
18 *šum-ma i-na ki-it-ti*[*m*]
19 *be-el na-pi-iš-ti-ia at-ta*
20 *i-na tu-up-pi-im*
21 *šu-li-a-šu*
22 *a-a-ú-um-ma ša-ni-a-tim*
23 *la ú-ša-al-la-ka*
24 *ni-iš* ^{d}*ri-im*-^{d}en-zu
25 *it-ti-ia a-wi-lum šu-ú*
26 *ú-l*[*a k*]*i-a-˹am˺ ú-la wa-ra-ad-m*[*a*]

Translation:
(1-8) To Lipit-Ištar speak, thus Ṭāb-eli-mātim: May Šamaš and Ninurta keep you well for a myriad [years] for my sake! In the village of Razama Šērum-ilī is Ilī-tūram's slave. (9-12) He bought him in my presence for twenty shekels of silver and somebody or other redeemed him for you from a *k*. (13-23) Check the facts! By Šamaš and Rīm-Sîn, who will keep you well, that man is Ilī-tūram's slave! If you are truly a patron of my life remove him from the record for me! Nobody shall ask anything else of you. (24-26) On Rīm-Sîn's life (I swear) that to my knowledge that man is as described, he is a slave!

Notes:
20-23: Instead of parsing the verb in l. 23 from *šâlum* (D-stem) giving a meaning: "nobody shall ask anything else of you", it is taken here, after a suggestion of M. Stol, as the Š-stem of *alākum* meaning: "nobody shall spread hostile rumours about you", following the direct parallel in TLB 4 70:6, also with *šaniātum* and cited in CAD Š/1 s.v. *šanītu*.

The translation follows the editor's (A.R. George) save for the translation of the key line 12, where *ina ḫiššātim* had been translated as "by providing a substitute", and lines 22-23 (see note above). The translation of *ḫiššātim* as "substitute" is a reversion to an older rendering of *k.*, first proposed by Harris 1955, that has left its mark on CAD's entry for *k.* ("replacement") (mng. 2). The preposition *ina* is not instrumental but simply "from, out of". Lines 11-12 can therefore be translated: "Someone or other redeemed him for you from *k.*"

What sense does this then give? The whole argument of the letter is that Šērum-ilī is a slave (*wardum*) of Ilī-tūram. His redemption from *k.* presumably organized by the recipient of the letter, assumed that Šērum-ilī was in the possession of Ilī-tūram for a different reason: he had had a penalty exaction/penalty service (*k.*) imposed upon him. Ṭāb-eli-mātim writes to refute that in the strongest possible terms. The letter presupposes the key difference between someone confined on account of a *k.* and a permanent slave. The difference presumably lies in the fact that one situation was known to be contingent because a person held on account of a *k.* was redeemable. The use of *k.* with *paṭārum* in an archival context confirms what could be inferred already from the Babylonian edict manuscripts, and LH §117, that a person handed over *ana k.* could in principle be redeemed (*paṭārum*).

5.4.8 The previous interpretation of *kiššātum* as *Dienstbarkeit*

We now need to return to Kraus' "Dienstbarkeit". He derived his meaning also from *kašāšum* but made a direct equation with the servitude that *k.* could entail. There is a remaining ambiguity here that is impossible to remove on current knowledge: whether *k.* denoted specifically service or whether it was understood as an exaction, with service being the most vivid and also a common realization of that exaction, but not the only one. This is a difficult subject and the evidence does not point all one way. My reservations with a meaning "Dienstbarkeit" in every case are as follows:

(1) YOS 8 53

This text, already mentioned above, can be excerpted as follows:

> (1) giš má p*ṣi-lí-iš$_8$-tár* (2) *ú-ṭe$_4$-bi-i-ma* (3) *a-na ki-iš-ša-ti* giš má (4) 5 gín kù-babbar (5) p*gi-mi-el-lum* (6) *a-na ṣi-*[*lí*]-dišd$_8$-tár (7) *id-di-in* (8) itu sig$_4$-a (9) kù ì-lá-[e]
>
> He sank the boat of Ṣillī-Ištar and (so) Gimillum gave as *k.* concerning the boat 5 shekels of silver to Ṣillī-Ištar. In the 3rd month, he shall weigh out the silver.

It is well known that sinking the boat of another triggered a penalty or compensation. This was normally monetary. This is also the case here (l. 4). Kraus acknowledged the difficulties YOS 8 53 posed for his meaning *Dienstbarkeit*. It forced him to propose that *ana k.* could here mean "for the purpose of ending the servitude" (Kraus 1984, 273), but the fact that *ana k.* is in construct to *eleppim*(giš má) makes this less likely. The difficulty disappears when *k.* is seen as the "(penalty) exaction" that is imposed. As such it can form a genitive of respect with an object, in this case the movable item.

(2) VS 7 149

VS 7 149 involves movables that had gone missing and the imposition of *k*. is clearly related to this. As the movables have turned up, *k*. here means more than "replacement" (pace Harris 1955). The text does not require that *k*. is to be equated with servitude. It is better seen as the penalty imposed for their culpable loss in the first place. Ninurta-mansum takes responsibility for this penalty (*ana kiššātim…izzizma*). There is some doubt about whether the counting of items that follows refers to items given by Ninurta-mansum *ana k*. or whether it refers to a counting and returning of the originally missing movables.

(3) Paying money or handing over other items ana k.

Handing over persons *ana k*. is well attested but, as has been observed before, *k*. could be met by handing over money, or, perhaps, other items in kind. An illustration of the former is CT 45 14:6-7: *a-na k*[*i*]*-iš-ša*$^{!}$*-at*$^{!}$ PN_1 *a-na* PN_2 kù ì-lá-e. This doesn't decide against a meaning "servitude" but this and other examples do show that the *k*. could readily be monetised,[709] e.g. YOS 8 53: settling the *k*. is only a matter of paying money; CUSAS 36 84:6-9 (letter), the writer offers an IOU of 10 shekels of silver[710] to meet the *k*. of a third party (*ki-iš-ša-at* ^{d}en-zu-*i-ri-ba-am* 10 gín$^{!}$ kù-babbar *e-li-ia ti-šu*). Possible examples of giving non-money items to satisfy *k*. are: VS 7 149 (already discussed in (2) above); TLB 1 243 shows a slave being given on account of someone else's *k*. While this evidence of payment *ana k*. can still allow for a meaning "servitude", the fact that *k*. could be readily equated with an amount of money, or even be settled by items in kind, also where servitude was not in view (YOS 8 53), suggests that *k*. refers to the liability or "exaction" rather than one of the ways it could be met: handing over persons. In this respect, it shares some similarities with the term *e'iltum*, a kind of liability against which persons, money, or property could be handed over. What made *k*. distinctive was that it arose as a kind of penalty where theft or culpable loss of movables was involved.

There is, however, remaining strong evidence in favour of Kraus' *Dienstbarkeit*: the use of the term with the N-stem of the cognate verb. This is attested only in the manuscripts of the Babylonian *mīšarum* edicts, excerpted as follows:

Si 507	**NBC 8618**	**Ni 632**
a-na kù-babbar *i*[*n*]*-na-*[*d*]*i-*[*in*]	*a-na* kù-babbar *i*[*n-na-di-in*]	[*a-na* k]ù-bab[bar] *in-n*[*a-di-in*]
ú-lu a-na ki-iš-ša-t[*im*]	*ú-lu a-na ki-*[*iš-ša-tim*]	[*ú-l*]*u a-*[*n*]*a* [*k*]*i-iš-ša-tim*
ik-ka-ši-i[*š*]	*ik-ka-š*[*i-iš*]	[*i*]*k-k*[*a*]*-ši-iš*
ú-lu-ma a-na	*ú-lu a-na m*[*a-an-za-za-ni*]	[*ú-l*]*u a-na m*[*a-an*(?)]*-za-za-ni*

[709] Though the end of the tablet is badly damaged, UCP 10/1 91, Šamaš-māgir's appeal to his actual master appears to be for money (to then go and settle his *k*.?), see Greengus' restoration (1986, 157-159).

[710] The writer offers the letter itself as evidence of the IOU (ll. 10-12): *kunukkam anni'am kēl-ma* "retain this sealed tablet".

ma-za-za-ni[*m*]		
in-ne-zi-ib	*in-ne*-[*zi-ib*]	[*i*]*n-ne*-[*z*]*i-ib*

This favours the equation of *k*. with servitude for two reasons: (1) the loss of a person's physical freedom is in view in both scenarios on either side of our *ana kiššātim ikkašiš*: a person is sold, or a person is left behind as a possessory pledge. It seems reasonable therefore that *ana kiššātim ikkašiš* involves the same, that is not only "exaction," but more specifically exacted service. I can only meet this by noting that: (1) given the clear textual relationship between CH §117 and the textual tradition represented by the edict, N-stem *nadānum* had a semantically similar function to *kašāšum* here; (2) the appearance of northern texts, including the edict MSS (Sippar) may speak for a strong(er) connection there between *k*. and the most vivid outcome of it: the loss of a person's freedom; (3) it can already be inferred from the context at this point in the edict that handing over persons rather than simply paying money is in in view.

5.4.9 Summary and conclusions for the meaning of *kiššātum*

Returning to the dictionaries, von Soden had proposed with reservation "Schuld(sklaven)dienst". CAD K is more specific. The meanings given there are:

(1) "status of a person given as a distrainee for a debt" (a) in laws and royal proclamations, (b) in legal contexts.
(2) "indemnity (for a lost object), replacement (for a distrained person)."

In light of the study of *k*., the following modifications are proposed:

1.The terminology of distraint and distrainee, included by CAD in both meanings, does not belong with *k*. in these contexts but correctly to the lexicographical files: *nepûm* "to distrain"; *nipûtum* "distrainee". There the verb always involves the creditor taking possession of persons (or less commonly objects) (*nipûtum*) belonging to the debtor or his household, to pressurize the debtor to pay a remaining debt. The background debt is always couched in terms of a conventional IOU, the theft or loss of goods is never in view. See also Kraus' comments (1984, 274-276).

2. The archival texts support an understanding of *k*. as being imposed in case of theft or culpable loss of goods.

3. Although CAD's meanings (1) and (2) may conceivably be united under "(penalty) exaction" also deriving it from *kašāšum,* a meaning that yields good sense in the texts cited under meaning (2) (to include YOS 8 53 and the cases where money is handed over *ana k*.) Kraus' *Dienstbarkeit* remains well supported for the attestations under CAD meaning (1). This gives for *k*.: (1) penalty service; (2) penalty exaction, but the file on *k*. should note that the distinction between the two meanings is very hard to draw and it is not possible to decide on current knowledge whether *k*. began life as the imposition of service that could later be monetized or whether it was an exaction readily monetized that, as with conventional debt, could trigger the loss of personal freedom. I favour the latter scenario.

5.4.10 *e'iltum*, *kiššātum* and the redemption of persons in the Babylonian edict MSS

The study of *e'iltum* and *kiššātum* leads us back to the provisions in the royal sources, most notably the manuscripts of the *mīšarum* edicts, in which *e'iltum* and *kiššātum* occur together with *mazzazānum*.

The relevant lines of the edict manuscripts can be set out in parallel form as follows (I will not discuss the potential for alternative readings in the edict MSS edited by Kraus 1984, for which see Lieberman 1989):[711]

Si 507	NBC 8618	Ni 632	EdA §
		[*šum-ma* du]mu *nu-um-ḫi-a* dumu *e-mu-ut-ba-lu*[*m*^{ki}]	
		[dumu *i-da*]-*ma-ra-aṣ*^{ki} dumu unu^{ki}	
		[dumu ì-si-i]n-na^{ki} dumu ki-sur-ra^{ki}	
		[dumu murgu^{k}]$^{!}$ *i-il-tum i-il-šu-ma*	
		[*pa-ga-a*]*r-šu aš-ša-as-sú*	
		[*ú-lu* x x] x *a-na* kù-babbar *a-na k*[*i-iš-š*]*a-tim*	
		[*ú-lu a-na ma-an*(?)-*z*]*a-za-ni*	
		[x x *aš-šum šar-rum m*]*i-ša-ra-am*	
		[*a-na ma-tim iš-k*]*u-nu*	
		[*uš-šu*]-*ur an-d*[*u-ra-a*]*r-šu*	
		[*ša*]-*ki-*[*i*]*n*	§20
	[*šum-ma* geme-arad *wi-li-id* é]	[*šum-ma*] geme arad *wi-li-*[*i*]*d* é	
	[dumu *nu-um-ḫi-a* dumu *e-mu-ut-ba-lum*^{ki}]	[dumu *nu-u*]*m-ḫi-a* dumu *e-mu-ut-ba-lum*^{k}[$^{!}$]	
	[dumu *i-da-ma-ra-aṣ*^{ki}]	[dumu *i-d*]*a-ma-ra-aṣ*^{ki} dumu unu^{ki}	
	dumu unu^{ki} [dumu ì-si-in-na^{ki}]	[dumu ì]-si-in-na^{ki} dumu ki-sur-ra^{ki}	
	dumu ki-sur-ra[^{ki} dumu murgu^{ki}]	dumu murgu^{k}[$^{!}$ x x x x x x]	
	ù dumu *ma-ti*[*m*]		
	a-na ši-im [*ga-mi-ir*]	*š*[*a*] *ši-i*[*m*] x [x x x x]	
a-na kù-babbar *i*[*n*]-*na*-[*d*]*i*-[*in*]	*a-na* kù-babbar *i*[*n-na-di-in*]	[*a-na* k]ù-bab[bar] *in-n*[*a-di-in*]	§21
ú-lu a-na ki-iš-ša-t[*im*]	*ú-lu a-na ki-*[*iš-ša-tim*]	[*ú-l*]*u a-*[*n*]*a* [*k*]*i-iš-ša-tim*	
ik-ka-ši-i[*š*]	*ik-ka-š*[*i-iš*]	[*i*]*k-k*[*a*]*-ši-iš*	
ú-lu-ma a-na ma-za-za-ni[*m*]	*ú-lu a-na m*[*a-an-za-za-ni*]	[*ú-l*]*u a-na m*[*a-an*(?)]-*za-za-ni*	
in-ne-zi-ib	*in-ne-*[*zi-ib*]	[*i*]*n-ne-*[*z*]*i-ib*	

[711] The restorations of the texts of Si 507 and Ni 632 follow Kraus 1984, that of NBC 8618, Hallo 1995. For the significance of the list of toponyms in this context see especially Charpin 1987, 41-44.

an-du-ra-ar-šu	*an-du-r*[*a-ar-šu*]	[*an*]-*du-ra-ar-*[*š*]*u*	
ú-ul iš-ša-ka-an	*ú-ul iš-*[*ša-ak-ka-an*]	[*ú-u*]*l iš-ša-a*[*k-k*]*a-an*	

Figure 12: Edict of Ammi-ṣaduqa §§20-21 MSS

There is, of course, artificiality in setting the provisions of these texts out in such a way,[712] and the ascription of §20 and §21, derived from Ammiṣaduqa's edict, is used as a convenient reference for the two "paragraphs" attested in that edict and presupposed for the textual tradition witnessed by Si 507 and NBC 8618.

As the text of Ni 632 is restored, corresponding to EdA §20, the only verb explicitly written is *e'ēlum*. The verbs governing the prepositional phrases *ana kaspim*, *ana kiššātim*, *ana mazzazānim* are to be inferred, by analogy with §21. The use of the N-stem in the verbs in the 'second paragraph' (EdA §21) may be a reflex of the perspective: the subject of the action, suppressed by the N-stem, is logically the owner of the slave. Had these verbs been written in EdA §20, the G-stem would be expected. Reading only Ni 632, it suggests that *e'iltum* is semantically broad enough to stand for a 'liability' which the following three scenarios can fall under. Of these three following scenarios, the third scenario is the most straightforward: a person is "left behind" (*ezēbum*) as a possessory pledge (*mazzazānum*). The second, the imposition *ana kiššātim* is a distinct form of liability, as already discussed. That it could be satisfied or met with payment could mean that it originally arose as a debt, but that is hard to prove. At any rate, it could be monetized and so was analogous to debt. It also shared with conventional debt the fact that the imposition of *kiššātum* could lead to the handing over of a person. This was presumably because the penalty exaction could not be met by other means, although we are not informed about that explicitly in the texts. The archival texts showed that a person could be redeemed from *kiššātum* and this added to the picture that *kiššātum* was analogous to debt in key respects. All these similarities explain why it should come to be included alongside the conventional debt pledge: a person handed over *ana kiššātim* in this context had lost their freedom indefinitely because of an underlying liability, even if they were redeemable. What about the first scenario, the self-sale or or sale of family members, or household slaves? The practice of transferring the creditor of a household member by means of sale was seen to be established practice, and this did not threaten the redeemability of the person. What weight should be placed on the usage of the phrase *e'iltum e'ēlum* covering the kinds of liability that could lead to sale of persons, handing over *ana kiššātim*, or as possessory pledge? It is in keeping with an understanding of it as a term meaning "(economic) liability" but we should be careful not to rule out a more precise background for *e'iltum* than suggested by the scribe or copyist of Ni 632. Even between §§20 and 21 there are textual differences that may have resulted from different textual traditions, or from corruption. This includes ellipsis of the verbs governing the prepositional phrases that follow *i-il-tum i-il-šu-ma* in Ni 632, but also from the absence of the phrase from §21. Also relevant is the late OB gloss on a MS of the laws of Ḫammurabi where §117[713] is preceded by the rubric: [di-]dab$_5$-ba *ki-iš-ša-tum* / *ù e-ḫi-il-t*[*um*]. Even if *e'iltum* could denote liability more

[712] Cf. Lieberman 1989, 247-250.
[713] The next rubric appears before §120 (see Finkelstein 1967).

generally, *kiššātum* was clearly distinct. In seeking to repair the effects of debt, it is well known that the text of §20 and §21 shows a perceived distinction between the sale, handing over or pledging of family members versus the sale, handing over or pledging of houseborn slaves of those same households.[714] This is often understood as a logical distinction flowing from the nature of *andurārum* as a return to original status:[715] "le <<retour à son statut original>> ne pourrait être que le retour au maître chez qui il est né, et non à une liberté qu'il n'a jamais connue."[716]

[714] This has received much discussion in the literature. See in particular Kraus 1984, 277-284, Charpin 1987, Hallo 1995.
[715] Charpin 1987, 36-41, esp. 37.
[716] Charpin 1987, 37. It is conceivable that the distinction doesn't spring from the impossibility of the institution of *andurārum* being applied to a houseborn slave. Such a slave could still be restored to his owner's household and so estate, and presumably in this sense could also be subject to redemption. The exclusion of the edict's application to such houseborn slaves may reflect the priority and intent of the edict. Just as consumptive or non-commercial debts were distinguished in how they were treated, presumably the former implied genuine financial straits or need, so to sell yourself or a family member implied extreme need and was by definition a step of last resort (Cf. LH §117 (see Kraus 1984, 265-266)). Sale of a houseborn slave, however important such a slave was to the functioning of the household, was still sale of chattel. The handing over of chattel against a debt or liability was by degrees less extreme, and the fact that it did not directly concern free born persons may have been enough to exclude it from the application of the edicts attested by these MSS (the textual tradition underlying LH §117 and LH §§118-119 reflects a different but comparable distinction).

5.5 *nepûm* "distrain", *nipûtum* "distrainee"

5.5.1 Introduction

Without the rich corpus of OB letters, we might have been only dimly aware of the most striking form of self-help available to an Old Babylonian creditor: distraint. The practice hardly surfaces in the written legal texts, other than the royal law collections. It is chiefly in the correspondence of individual creditors, debtors or interested parties that we can follow the practice. The correspondence shows a small but well defined lexicon for the practice. Based on the known texts, to distrain (*nepûm*) is when a creditor takes possession of persons (*nipûtum*) (or property) belonging to the debtor's household to press for payment of a remaining debt. The distribution of our sources - letters and not legal practice texts - should not be taken to mean that the practice lay outside of the accepted customary tradition. However much distraint was a step taken *in extremis* by a creditor, it was a known and accepted part of a creditor's armoury. That said, the distribution of distraint in our sources is not accidental. As we will see, there were good reasons why it was not documented in conventional legal texts.

Although our main sources are letters, the corpus is not monolithic. There are two subsets of letters that force some refinements to our treatment of distraint. These are (1) scholastic letters relating to distraint, and (2) texts clearly attesting distraint in an 'official' context. As regards (1), Kraus had already recognised the shared phraseology, orthography and themes of two small groups of school letters stemming mainly from Sippar on the one hand, and locations in southern Babylonia on the other hand.[717] However, though followed by future editors of these letters in AbB, subsequent commentary on distraint has not taken adequate account of this[718] and this is corrected here. The recent contribution of Andrew George on Akkadian school letters[719] has added two more examples of school letters relating to distraint,[720] and his synthesis on the style and form of the wider known corpus of school letters is a valuable contribution on this small corpus since Kraus wrote in 1959b. As regards (2), the official setting of distraint is sometimes alluded to in the literature but only in general terms. In 5.5.6, I discuss a group of letters featuring a common protagonist who takes distrainees, clearly acting in an official capacity, allowing us to bring the subject of 'official' distraint into sharper focus.[721]

The main value in all this for our present study is to clarify the relationship of distraint to other terms and categories that were clearly related to redemption.[722] In seeking to establish the meaning of other technical terms, particularly *kiššātum*, CAD turned to the language of "distraint" and "distrainee". This is plausible on the surface for the texts in which *nepûm* and *nipûtum* occur, involving someone losing their freedom where a debt lies in the background. However, the following reconstruction shows that the practice denoted by *nipûtam nepûm* should be kept apart from the other

[717] Kraus 1959b.
[718] E.g. Westbrook 2001b.
[719] George & Spada 2019 (CUSAS 43).
[720] See also Charpin 1986, 460-465.
[721] The 'archive' and most of the letters were first published in the study of Walters 1970. See also the review by Stol (1971).
[722] See e.g. Kraus 1984, 275-277.

technical terms studied in this chapter, most notably *kiššātum*, but also from *mazzazānum*. It was instead a practice with broad currency throughout OB Mesopotamia, and was an established and known tactic by which creditors could squeeze debtors for payment of a remaining debt.[723] Following the reconstruction, the practice as perceived by the royal law collections will be briefly considered, as well as its absence from the extant text of the Babylonian *mīšarum* edicts.

5.5.2 Sources and previous scholarship

Our main sources comprise around one hundred and forty Old Babylonian letters in which one of the lexemes associated with distraint is used (*nepûm, nipûtum*).[724] Although provenance in this case is not a sure indication of where the distraint was taking place – the recipient was not always the distrainer - the number of localities attested, including Mari, Ešnunna, Sippar, Kiš, Adab, Lagaba, and Larsa,[725] together with the consistency of the picture presented, allows us to reconstruct a customary practice that appeared to have broad currency. In addition to the letters (including the scholastic letters), distraint is treated in the Laws of Ešnunna (LE)[726] and the Laws of Ḫammurabi (LH)[727] Finet has a short discussion of Mari letters dealing with distraint.[728] Westbrook's discussion is broader.[729] He provides valuable comments and makes some use of the letter corpus. But his is an overview and often the sources are conflated: scholastic letters, letters concerning private obligations, legal collections, letters concerning official distraint.[730] Kraus makes brief but insightful comments on *nepûm*/*nipûtum* when comparing it to *kiššātum*.[731] In what follows the law collections are treated as a source but only after the customary tradition is reconstructed from the letters, including a separate treatment of distraint in an official setting, and in the scholastic letters, for which Kraus' earlier treatment in JEOL 16 is crucial,[732] now supplemented by George's study in CUSAS 43.

5.5.3 Terminology

The verb *nepûm* "to distrain" and its nominal counterpart *nipûtum*[733] "distrainee" are consistently used to describe the act of distraint and its object. For the release of distrainees, the verb *wuššurum* "to release" is preferred. Occasionally we find *târum* "to return") (once where the return is made by a third party, and a second time in AbB 9 207:9-10). Given that the semantics of verbs within legal register can sometimes move between metaphorical, speech-act and literal usage, it is worth pointing out that *wuššurum* in this context only ever refers to the physical release of the distrainee. Its semantic counterpart is *kalûm*, again speaking of physical possession by the

[723] The IOU concerned generally related to barley or silver, but could cover other items.
[724] The recent publication CUSAS 36 has added further to this growing corpus.
[725] The Lu-igisa letters may stem from Lagaš.
[726] §§22-24 (MS A ii 15-25).
[727] §§114-116. Jackson & Watkins' study of distraint (1984) is legal in its focus and is concerned primarily with LE and LH.
[728] Finet 1978.
[729] Westbrook 2001b, 84–90.
[730] Westbrook 2001b.
[731] Kraus 1984, 275-276.
[732] Kraus 1959, 26–30.
[733] Nominal form *pirūst (see GAG §55j, 14b with note).

distrainer.[734] Outside of the small corpus of school letters,[735] which refer to a workhouse or prison, the Š-stem of *waṣûm* is not usually used to describe the act of release. One exception is AbB 7 2 (=CT 52 2), where a third party writes to the distrainer: "concerning the distrainees of Ruttum daughter of Izi-gatar, let those distrainees go by evening (*nipâtim šināti barāri šūṣi*)". Of course, *šūṣi* here need not imply that there was any kind of institutional confinement. It simply reflects the reality already mentioned that the distrainee was physically "kept" (*kalûm*) in the possession of the distrainer.

Of interest is the frequent choice of another verb to describe the act of distraint from the perspective of the debtor, *dubbubum*, often rendered as "pester". Its frequent appearance in contexts of distraint is enough to suggest that it was more than a common way to express the inconvenience or discomfort of being on the receiving end of this creditor action. A translation "harass" is preferable and it spoke of something central to distraint: the pressure it could exert. In this lay its power to bring an outstanding obligation to the point of settlement. The following sources illustrate this semantic equation.

[*Ipiq*]-*Ištar appūnama* [*udabb*]*abanniāti* [20][*nipâ*]*tuni napiā*
"Ipiq-Ištar, moreover, is harassing us: our distrainees are distrained"
AbB 1 45:18-20

The statement about the distrainees in l. 20 using the stative unfolds appositionally how Ipiq-Ištar is harassing the debtor(s) (ll. 18-19). The same semantic relationship between *dubbubum* and *nepûm*[736] in co-ordinated clauses is seen in AbB 1 89:7-10:

u Ilšu-ibbi ana 14 gín kù-babbar *dubbubanni u nipûtī nipiat ul tīdē*
"and do you not know that Ilšu-ibbi is harassing me for 14 shekels of silver and my distrainee is distrained"

In AbB 3 91:12'-13', although fragmentary at points, it is clear that the return of barley will stop certain parties harassing (*lā udabbabū*) a cultivator suggesting a semantic equation between harassment (*dubbubum*) and distraint. Given that we are told earlier in the letter that this cultivator has lost persons to distraint,[737] it is highly likely that the removal of harassment from this individual meant the release of his distrainees.

In other words, harassment describes precisely what distraint meant for a debtor, and presumably what the creditor intended. Related to this description of "harassment" and the use of *dubbubum* is the use of *buzzu'um* (D-stem of *bazā'um* (**bazāḫum*) "to press (someone) (for payment, services etc)", also used to describe the pressure that the distraining creditor could exert. In a letter already quoted (AbB 1 45), the senders

[734] Additional terminology connected to distraint in the letters concerning Lu-igisa from Sumu-El's time include: *ṭehûm* "to approach (in order to lay claims upon)" (cf. CUSAS 36 passim), *ḫalālum* "detain" (Walters 1970, 157).
[735] See below and George & Spada 2019.
[736] Also a stative construction.
[737] l.4': *nipâ*[*t*] [lú]*erre*[*šim*].

conclude: "let them release our distrainees, that they might not press us (further)" (*nipâtini liwašše*[*rū*] *lā ubazza'ūniāti*) (ll. 26-27).[738]

5.5.4 The basis of distraint

Although distraint gave wide-ranging powers to a creditor, to be exercised on his own initiative, there was one important check on its exercise. Distraint could only apply where there was a genuine outstanding obligation. Illustrative is AbB 3 67:

"To Bēlānu, whom Marduk keeps well, speak. Thus says Šamaš-tappêšu: according to the tablet of the field of the daughter of Marduk-gāmil, you have been satisfied. Annatum, her tenant farmer satisfied you (*ītapalka*). Why did you take a distrainee? I have returned the distrainee."

Although he was not even the original distrainer, Šamaš-tappêšu felt confident enough to intervene and return the distrainee himself (note: *târum* not *wuššurum*[739]). The reason is that there was no longer an outstanding obligation against which Bēlānu could legitimately distrain. There had been but Šamaš-tappêšu had seen written evidence of its satisfaction by a third party (*ītapalka*). The implication of the last question "why did you take a distrainee?" is that this moment of satisfaction may even have preceded the act of distraint.

It is clear from other letters that the obligation referred to here is the debt-note, described variously as "I Owe You"[740] or *Verpflichtungsschein*,[741] and is well attested in the OB period.[742] The most important recent contribution on this obligation and its background is Stol's chapter "The Old Babylonian 'I Owe You'".[743] The conventional idiom denoting the obligation is the phrase: (PN_1) *eli* PN_2 *īšū* : 'PN_2 owes PN_1', lit. 'PN_2 has (a claim) against PN_2'. It was customary for this idiom to be abbreviated in legal texts to: *eli* PN_2 *īšū*, with the subject of *īšū* unstated. The phrase, though idiomatic for a formal obligation, with indications that it related in particular to a remainder debt,[744] was by no means confined to contractual texts, and its appearance in letters in connection with distraint is crucial for what follows.

The sources allow us to reconstruct the straightforward relationship between distraint and obligation, as follows:

[738] See also ll. 20, 24 of AbB 9 104 (= YOS 2 104) for the use of *buzzu'um* in the context of distraint.
[739] Possibly because it is a third party taking the action, not the distrainer. Where the distrainer is the subject of this action, *wuššurum* is conventionally used.
[740] Stol 2016.
[741] For other designations in the literature see Stol 2016.
[742] Not covered by Skaist 1994 although see p.74 of that work.
[743] Stol 2016.
[744] Stol 2016.

(1) *If the obligation is satisfied there is immediate release of the distrainee*

AbB 9 26 (=YOS 2 26) is representative both of the bond between distraint and an underlying obligation, and the breaking of that bond upon satisfaction of the obligation.

(5-7) I have received the 5 minas of wool that you had left from the foreman of the hirelings. (8) I am satisfied (*libbī ṭāb*(dùg-^{ab}). (9-11) I have no claim against Inanna-mašmu (*mimma eli* PN *ula īšū*), (12-13) release his distrainee (*nipûssu wuššir*).

Despite the asyndeton, the logical connection is clear: the creditor is satisfied, *therefore* there is no outstanding claim against the debtor, and *therefore* the debtor's distrainee should be released.[745]

(2) *If the obligation is not satisfied, there are no grounds for release*

Another letter[746] neatly summarises how a creditor viewed the situation.

(1-7) *ana* PN *qibi-ma umma Tišpak-iddinam-ma* 0,1.2.5 $^{2}/_{3}$ *šamaššammī limdudakku-ma u nipûssu wuššir* (8-10) *adi šamaššammī imdudakku nipûssu lā tuwaššar*

"To PN, speak: thus (says) Tišpak-iddinam: let Aḫam-nirši weigh out for you the eighty-five and two-thirds *qû* of sesame oil and (then) release his distrainee. As long as he has not weighed out for you the sesame oil, you shall not release his distrainee."

While the right to distrain lapsed upon satisfaction of the obligation, it is clear that a debtor would sometimes seek release of their distrainee upon a renewed (oral) promise of payment. The creditor's reflections in AbB 11 106:15-23 sum up the logic of maintaining a strict right to distrain until actual settlement (concerning a barley obligation): "Concerning the distrainee about whom they wrote to me 'Despatch the distrainee. He will send you the barley', I keep his distrainee in custody for him but he did not send the barley. Should I despatch his distrainee to him, he will do nothing about sending the barley."

A creditor was of course free to define a lower threshold for release. There is some evidence that distraint could be used simply as a tool to bring the debtor to the negotiating table or to come and meet with the creditor. This is a possible reading of AbB 6 200:23-24, where an *ugbabtum* is reported to have said: "I will not release his distrainee until he comes (*adi illakam nipûssu ul uwaššar*)".

(3) *If distraint has taken place or continues without an underlying obligation*

The assumption that distraint is wrongful or unacceptable without an existing obligation emerges clearly. In AbB 9 169, after listing a series of silver payments made to certain individuals, and also a confirmed payment to another individual, the

[745] In AbB 3 91, although fragmentary at points, it is clear that the return of barley will remove the harassment of a tenant farmer who earlier in the text has lost an individual to distraint.
[746] Viaggio, Studies Saporetti 7 (HMA 9-01895/2).

writer asks: "what is the matter that they allow my distrainee to be distrained (*nipûtī ana nipîm i*[*n*]*addinū*)?" The point is that there is no (longer) any basis for keeping the distrainee.

This third category – if there is no outstanding obligation – raises the question of whether wrongful distraint could in turn leave a creditor open to liability? I agree with Westbrook that to penalize a creditor acting in good faith (i.e. believing there to be an outstanding obligation) "would have severely reduced the security for debt afforded by the law."[747] He quotes AbB 6 6 where the writer tells his superior that he prevented the distraint in connection with a field dispute and as a result "they have not distrained a distrainee – they were released - and not one shekel of silver has been collected. I will send the men to Babylon to my lord. If they have claimed without cause (*lā idâm idbubū*), let my lord punish them." (AbB 6 6:15-25).

As Westbrook points out, "[t]he letter suggests that distraint would have been an aggravating factor had the claim turned out to be baseless."[748] However, he goes on to comment: "[as this was a] more objective standard than the fraudulent state of the claimant's mind, it would have been particularly apt for dealing with high-handed bureaucrats or with financiers who relied on their economic strength to act intemperately against debtors."[749] That may be but it seems more common that wrongful distraint provoked a social rather than legal accountability. Hence the strong language in AbB 6 208:4-14:

"who has done what you have done? (*ša tēpušu mannum īpuš*); the man paid the silver – and (still) you have taken away his barley, and for the rest (of the barley) (*ana šītātim*) his distrainee is kept (*nipûssu kaliat*). Have you ever seen a man doing such a thing? You took away the barley of the soldier, the one who gives silver to the builder shall receive the barley – may you know it! Free the distrainee of the soldier!"

The abuse of distraint in this case appears to be because it explicitly followed the satisfaction of the obligation. If, as is also possible, the outstanding obligation concerned silver *and* barley, the sense is then that, having received payment of the silver and part-payment of the barley, it was excessive to distrain for the barley remainder. So, either there was no strict basis for distraint or there was no *reasonable* basis on which to doubt the likelihood of repayment of the remainder.

5.5.5 The drama and tactics of distraint

The currency of distraint was pressure. Creditors knew this and debtors felt it acutely. The urgent tone of debtors and connected parties lets us glimpse the sharp edge of distraint and its power to bring a lingering obligation to speedy satisfaction. However, there could be layers of complication, particularly where interests went beyond the triangular relationship of creditor-debtor-distrainee. So, in AbB 9 104, the writer's dilemma is complicated by the fact that two different people are holding him under obligation to pay rent for a house. The owner of the house, to whom he is writing, had already told him "don't give the rent of my house to anybody", but another individual

[747] Westbrook 2001b, 87, although distraint is not debt-security in the strict sense.
[748] Westbrook 2001b, 88.
[749] Westbrook 2001b, 88.

demanded: "Bring its rent to me". The writer is being pressed hard but so, it turns out, is the party demanding payment who says: *anāku buzzu'āku u nipûtī napiat;* "I am under pressure and my distrainee has been distrained".

As a step taken *in extremis*, it is unsurprising that it risked the immediate loss of personal or commercial goodwill between parties. The following illustrates how distraint could be legally permissible and socially damaging:

'Aruḫum informed me accordingly, thus he said: the barley which I owe, I will bring you from the house of my household servant, I said to him; he distrained (*ittepi*) the servant girl (*ṣuḫārtam*) who keeps (*inaṣṣaru*) the household and grinds (*itennu*) our provisions (*kurummatni*). It is not proper to bring water into a drainage canal, you are his partner….. you distrained his servant girl, if you truly love me, release his distrainee on the fifth day, are you a stranger (to him) (*atta nakarāta*), (is it) not one of your household?'

AbB 2 154:5-21

There was no dispute about the existence of an outstanding obligation, but the decision to take the distrainee, according to the sender of the letter, was a repudiation of the personal and commercial goodwill of the relationship. It also illustrates one part of a creditor's strategy. Having taken the decision to distrain, a creditor would aim to take possession of as useful and prized an asset as possible (here, "the servant girl (*ṣuhārtam*) who keeps (*inaṣṣaru*) the household and grinds (*itennu*) our provisions (*kurummatni*)").

As Westbrook points out, Jackson & Watkins' assertion that distrainees were usually put to work[750] lacks evidence, and there is no suggestion in any of the sources that amortization of a monetized obligation was taking place.[751] However, there were pragmatic reasons why a productive distrainee would suit the goals of a creditor: the economic loss to the debtor and the temporary economic gain for the creditor. Only if the matter dragged on indefinitely (i.e. the debtor delayed settlement) could it work to the disadvantage of a creditor, as in AbB 11 106:30-33: "I have been giving food to the distrainee for five months (already), and should I release the distrainee if he does not bring me the barley?"[752]

Given the threat that distraint could bring for the distrainees – at least according to the LE and LH, and part of the scholastic corpus – it is perhaps surprising to find little overt reference in the letters to the welfare of the distrainees. The urgency that so often accompanied a debtor's pleas to the creditor or a third party is not, in my view, explicit enough to presuppose the likelihood of maltreatment. The trauma of a family

[750] Jackson & Watkins 1984, 417.
[751] Westbrook 2001b, 85.
[752] We have seen no evidence for the idea that there was a short-term cap on the period of distraint and indeed this letter, recording a five month possession, suggests otherwise. It would have removed much of the force of the measure if there had been a short-term common law cap on the period of distraint. The observation that it appeared to have been for short periods of time could just as easily testify to the effectiveness of the pressure that distraint exerted on a debtor, a real pressure that emerges vividly in the letters.

or household member's seizure and detention by a creditor would itself have sent a strong message from creditor to debtor.[753]

5.5.6 Contexts for distraint: 'official' distraint and the role of Lu-igisa

Distraint as a strategy employed also in a more official framework can be inferred from a number of texts, even if the precise underlying obligations of the individuals is not always made explicit. For example, in AbB 6 221 (=VAS 9 141), different groups of individuals from different localities can have their distrainees released. The groups of individuals, (workers?) identified by their original locality, and the fact of a date suggests an official context. Perhaps upon completion of corvée duties or the payment of outstanding taxes, their distrainees were now to be released.

This possibility gains more traction through a group of letters sent by or concerning Lu-igisa, an official responsible for arranging corvée work (AbB 9 217) under the instruction of Išar-kubi.[754] This group of letters was studied by Walters 1970.[755] Among letters from Lu-igisa, we find AbB 9 211 (=YNER 4 38): "Let your soldier go with my sealed document, and let him make the distrainees come here. Your work has been neglected. Also, release the distrainee of Dadā."

It is clear in the letters that Lu-igisa, working under orders from his ultimate superior Išar-kubi, and sometimes an immediate superior Nūr-Sîn,[756] is responsible for the arrangement and progress of corvée labour on the ground.[757] We find him responsible for implementing a command to hire large numbers of labourers (1800) for work on the Nubitar canal;[758] he is in charge of other individuals overseeing the removal of earth for this canal-work, including Erra-qurād, who is scolded for completing less than his allotted portion of earthwork and is urged to complete it before the arrival of their ultimate superior, Išar-kubi.[759] At times, he needs to appeal up the chain of command; he asks his immediate superior Nūr-Sîn to send some of the overseers whose work (removing earth from the canal) is behind schedule.[760] Lu-igisa's responsibility for corvée labour was not limited to canal work and at harvest time he was also involved in the recruitment of harvest labourers.[761] It is in light of Lu-igisa's specific responsibilities for arranging the progress and implementation of corvée

[753] Westbrook is also cautious on this point, at least as far as the letters are concerned (Westbrook 2001b, 84–85).
[754] The most pertinent letters are AbB 9 202, 207, 208, 211, 216, 217, 218, 220, 222, 238 and 253. For the provenance of the archive see Stol 1971, 365-366.
[755] To be read with Stol's review (Stol 1971).
[756] AbB 9 217 where Nūr-Sîn reports the instruction received from Išar-kubi to hire 1800 workers for canal work. Nūr-Sîn then instructs Lu-igisa to implement this (he is permitted to assign 10 minas of silver to this mass recruitment process). On the hierarchy between Nūr-Sîn and Išar-kubi, see Stol 1971, 366.
[757] For a synthesis, see Walters 1970, 143-166.
[758] AbB 9 217.
[759] AbB 9 220.
[760] AbB 9 222: "Speak to Nūr-Sîn, my lord: Thus says Lu-igisa. As to Ilī-iddinam, man of Jemṣum, his earth is behind schedule. As to Šumi-ahija, son of …ritum, Erra-qurād, Munija, Ilī-sukkal, son of Ku-dingirra, have them brought to me; their earth is behind schedule." On the chain of command, see also Stol 1971,
[761] AbB 9 203, 254.

labour that we should understand his powers to distrain. On several occasions, we learn that he has taken distrainees and an appeal is made to him to release them.[762] AbB 9 216 is a good example:

"Speak to Lu-igisa: Thus says Šumi-ahija. Imgur-Sîn, son of Mannum-kīma-Sîn, is not among the force on the list. Like his village, he has sworn on oath. He will present himself to you for *any* denunciation. The man is mine; release his distrainees to him (*nipâtišu wuššeršum*)."

As well as showing his authority to distrain (and release), this letter illustrates the 'obligation' against which Lu-igisa distrained: the obligation to carry out corvée work. The sender is Šumi-ahija, responsible under Lu-igisa for the implementation of work on the ground.[763] He claims that a third party, Imgur-Sîn, should not have had his distrainees taken because there was no underlying obligation (for corvée labour): "he is not among the force on the list".

This is reminiscent of AbB 10 1, a letter addressed to a local governor (*šāpir mātim*) in which the sender intervenes on behalf of a third party who has been distrained. As with AbB 9 216, the sender's argument is that an individual should not have had distrainees taken because he was not under a state obligation (at least not to the governor). Indeed, as a lamentation priest, the third party's tax and service obligations flowed from his priestly role and were paid over to the sender of the letter.

"[17-19] as to [PN, third party], the lamentation priest, an inhabitant of [GN], he came before me with the following case and thus he said: [20-26] "no-one ever made demands on me to do transportation service". But now the governor of the district has written to me that they have distrained my distrainee; this man is a member of my household, he is not a stranger; [27-29] he performs five (units of) service and pays me the tax pertaining to the office of the (chief) priest and the temple singer." (AbB 10 1:17-29)

Both letters illustrate the confusion that was possible in a larger network of state service, with a hierarchy of officials, more than one of whom considered themselves to be owed an obligation by certain individuals.[764] The picture is further complicated by the suggestion that distraint could be imposed at more than one level in this hierarchy. We find Lu-igisa himself (potentially) being on the receiving end in AbB 9 238:2-9 where it seems that Lu-igisa himself could have had distrainees taken by a superior if he failed to discharge his own obligations.[765]

The Lu-igisa letters allow us to probe one further question: were these distrainees put to work? Even more than in many private settings, it would be plausible to think that distrainees taken in the context of corvée labour obligations were put to work. But is there any evidence for this? AbB 9 253 comes closest.

[762] AbB 9 207, 216
[763] Barring a case of homonymy, AbB 9 222 makes this clear. In favour of this is the mention of Erra-qurād in the same context who also oversees corvée work under Lu-igisa (cf. AbB 9 220).
[764] Westbrook 2001b, 87.
[765] See also Walters 1970, 157.

"Speak to Lu-igisa: thus says Šū-Nanaja. The workmen and the distrainees (*ṣābum u nipātum*) have left for Nubarra. I would entrust the workmen and the work to anybody you say. Truly I trust in you and I would bring the distrainees (*nipâtim*) to…"

This text led CAD (N/2, 249) to suggest that *išḫarum* and *nipû* may have parallel meanings when collocated with *ṣābum* (*ṣābum u nipâtum* as a work-crew).[766]

In summary, distraint as we know it in a private setting had a clear analogue in an official context. This is clear from the shared terminology (*nepûm, nipûtum, wuššurum*) and the fact of an obligation against which a distrainee could be taken. In the context of the Lu-igisa letters, this obligation was the requirement to report for corvée labour duties. Where such duties were fulfilled or should never have applied to the 'obligor' in question, the distrainee was supposed to have been released.[767]

5.5.7 Distraint in the OB school tradition

In his study of OB school letters, Kraus adduced good evidence that two small but distinct groups of letters dealing with distraint come from a scholastic context.[768] His comments on the orthography of the texts, almost all of which he had collated, supported his observations. His identification was followed in later editions of the letters,[769] However, the information garnered by Kraus' study has not generally been integrated into a study of OB distraint, although the most significant contribution since Kraus on the Akkadian school letters is George's recent study.[770] Indeed, certain statements are made about the practice of distraint without due reference to the likely scholastic provenance of this material.[771] The purpose of this sub-section is (1) to present the text of each group studied by Kraus in such a way as to show the textual coherence of these small corpora, now incorporating comments from the two

[766] If this is so, it may be prudent not to lay much weight on the fact of *nipâtum* being associated with workers in AbB 253. That said, the rest of AbB 253 does suggest that *ṣābum u nipâtum* is not a simple binomial phrase standing for a single group for they are clearly separable. We find only the workmen (*ṣābum*) being entrusted to another, while the sender can bring the distrainees (*nipâtum*). More than this it is difficult to say. Note also AbB 1 90:14-18: "let the men who are charged with the work assignment and the *n*.(*ni*-PI[?]-*i*-*im*) tell you if in your house or on your threshing floor pilferage of even less than two kor of barley occurs."

[767] What we cannot know is whether there was a degree of influence, and in what direction, between the practice in this sphere and that between private creditors and debtors. It is possible to speculate that the customary practice gained some legitimacy under the shadow of its official analogue but there is no evidence to support this. Indeed, it may be anachronistic to even think this was felt necessary, for distraint appears to have been an established part of the OB customary tradition.

[768] Kraus 1959.

[769] E.g. Frankena editing AbB 2 114 (= BM 80448 (Bu 91-5-9, 585) = CT 6 32c) ("Nach Kraus vermutlich kein echter Brief, sondern eine Schultafel.")

[770] George and Spada 2019.

[771] For example, Westbrook, 2001, 84 (citing AbB 7 68), 85 (referencing *nupārum* and denunciation before the king). Veenhof, however, notes the scholastic context of these references when commenting on it in passing (Veenhof 2001, 154–55), and see now George and Spada 2019, 38 with the caution on p.47 resulting from the uncertainty over find spots and social context for the letters studied by Kraus.

exemplars in CUSAS 43 (nos. 26 and 27), (2) to compare this to the lexical stock, phraseology and themes of the wider corpus of 'real-world' distraint letters, and (3) to summarise the implications for our understanding of distraint.

5.5.7.1 Group A letters

While echoing Kraus' caveat that not all the texts are necessarily scholastic,[772] there is some value in a text-critical approach to the corpus.[773] This allows us to consider the inner coherence of the text group that can then be contrasted with the wider corpus of letters relating to distraint. This was not done by Kraus – it was not his purpose – and, in any event, not all the corpus of distraint letters was known at the time of his article. As we will see, a comparison of this corpus with the rest of the distraint letters supports his observations of the likely scholastic provenance of these letters.

The text in column 2 of Fig. 13 below is, in text critical terms, eclectic. It does not derive from one text and nor are we suggesting there was only one exemplar on which all the other MSS were based. Presenting the data in this way allows us to see the inner coherence of this group and to weigh some of the differences.

Group A MSS

A_1	AbB 5 234 = Si 353	Sippar
A_2	AbB 5 228 = Si 296	Sippar
A_3	AbB 2 114 = BM 80448 = CT 6 32c	Sippar
A_4	1924, 593 (Oxford)	?
A_5	Ki 598	Kiš

Element	Text	MSS and variants
1 Address	*a-na be-lí-ia qí-bí-ma*	A1: [*a-na*] *be-lí-ia q*[*í*]*-bí-ma*
		A3
		A2: *a-na ša-pí-ri-ia*
2 Sender	*um-ma* lú-^{d}iškur-*ma*	A1
		A3: *um-ma* ^{d}en.zu-*ta-ia-ar-ma*
		A2: *um-ma* ^{d}utu-*na-ṣir-ma*
3 Greeting	^{d}utu *li-ba-al-li-iṭ-ka*	A1
		A3: ^{d}utu *ù* ^{d}amar.utu *li-ba-al-li-ṭú-ka*
		A2: ll.4-6: ^{d}utu *ù* ^{d}amar-utu *aš-šu-mi-ia*/*da-ri-iš* u_4*-mi*/ *ša-pí-ri li-ba-al-li-ṭú*
4a Topic	*aš-šum ṭe*$_4$*-em* a-šà-*im*	A1
		A3
		A2
4b Topic	*ša ta-aš-pu-ra-am*	A1: *ša ta-ša-mu*

[772] Kraus 1959, 30.

[773] For a discussion of school letters in multiple copies see now George & Spada 2019 (esp. the commentary to nos. 1-11).

		A3
		A2: *ša ša-pí-ri iš-pu-ra-am*
5 Further background	*ša* dumu-meš ^{d}en-zu-*re-me-ni ša i-na bi-tu-tu*^{ki} *ša be-lí ki-ma* 5 ma-na kù-babbar *a-na i-ia-ši-im i-din-nam*	A3
6 Distrainers	[x-x]-meš ^{p}tu-tu-*ni-šu a-bu-um-wa-<aq>-rum* ^{p}*ì-lí-e-ri-ba-am* ^{p}*mu-na-wi-rum ù* ^{pd}utu-*m*[*u*-...]	A2, (ll.9-13)
		A1, (ll.7-9): ^{d}iškur-*ra-bi/* ^{p}*i-lí-im-gur-ra-an-ni/* *ù* ^{d}*na-bi-um-ma-lik*
		A3, (ll.9-11): ^{d}en-zu-*a-ha-am-i-din-nam/* ^{pd}amar-utu-*ta-ia-ar/* *ù* ^{d}*na-bi-um-*^{d}*ma-lik*
7 Denouncing to the king	*ka-ar-ṣí-ka a-na šar-ri-im i-ku-lu*	A1 A2, (ll.14-15): *kar-ṣi-ka a-n*[*a*…] *i-ku-ú-ul-lu-ma* A3 (l.12): *ka-ar-ka a-na šar-ri-im* (K) A_5: [x x] ru x x *i-ku-ul-ma*
8 Distraint	*ni-pa-ti-ka a-na nu-úr-pa-ri-im uš-te-ri-bu-um*	A3 A1: [2 *n*]-*i-pa-ti-ka* [*a-n*]*a ṣí-bi-tim* A2: *ni*-RI-*ti-ka a-na nu-p*[*a-r*]*i-im* (K) A_5: *ni-pa-ti-ka* [*a-na*] *ṣi-bi-tim* [*u*]*š-te-ri-ib*
9 Plea (a)	*ḫu-um-ṭám al-kam-ma*	A3 A1: [x]x[x]x *al-kam-ma* A2: *ḫu-um*-KAM *al-kam-ma* (K) A_5: *ar*-ŠE-*iš al-kam-ma*
10 Plea (b)	*ni-pa-ti-ka i-na nu-úr-pa-ri-im šu-ṣí-a-am*	A3 A1: *ni-pa-ti-ka i-*[*n*]*a ṣí-bi-tim* [*šu*]*-ṣí* A2: *ni-pa-ti-ka iš-tu nu-pa-ri-im šu-ṣi-a-am* A4: *ni-pa-ti-ka i-na ṣi-bi-tim šu-ṣí-i* (K)A_5: *ni-p*[*a*]*-ti-ka* [*i-na ṣi*]*-bi-tim* [*šu-ṣi*]*-i-ma*(?)

Figure 13 Comparison of Group A school letters dealing with distraint

Notes

Element 5: Only one MS (A_3) in this group gives this further background to the distraint but see now CUSAS 43 26 and CUSAS 43 27:4-6.

Element 10: Note spelling variation of *nupārum* (*nu-úr-pa-ri-im*) ("workhouse") in A_3. Cf. CUSAS 43 26:18, 21 (gi_6-par) with George's comments p.38.

5.5.7.2 Group B letters

The group B letters, are presented in similar fashion in Figure 14 below.

	Ki. 604 (Kiš)	IM 57181 (Ur) = UET 5 9	AO 6886 = TCL 17 (1933) (Larsa?)	AbB 7 68 = BM 80901 (Bu 91-5-9, 1041) = CT 52 68 (Sippar)
1 Address		*a-na a-ḫu-ki-nu-um qí-bí-ma*	*a-na* ^{d}en-zu-*ma-lik qí-bí-m*[*a*]	*[a-n]a* ^{d}en-zu-*re-me-ni* [*qí-b*]*í-ma*
2 Speaker	*um-ma* x-*ga-mil-ma* $^{\acute{d}\grave{}}$x *ù* ^{d}amar-utu [*l*]*i-ba-al-li-ṭú-ka*	*um-ma* lú-^{d}mar-tu-*ma*	*um-ma ri-iš-*^{d}x-*ma*	*<um-ma> a-hu-ši-na-<<ma>> [a-ḫ]u-ka-ma*
3 Background (leaving on a journey)	*iš-tu* u_4*-mi-im ša a-na ha-ra-ni-im tu-ṣú-u*	*iš-tu* u_4*-mi-im ša a-na ha-ra-ni-im tu-ṣú-u*	*iš-tu* u_4*-mi-i*[*m*] *ša a-na ha-ra-ni-im tu-ṣú-u*	*iš-tu* u_4*-mi-im [ša a-n]a* kaskal *tu-ṣú-ú*
4 Creditor arrives	^{d}utu-*ga-mil* ì-du_8 [*il-l*]*i-kam-ma*	*wa-ar-ki-ka-a-ma* ^{I}*im-<gur>-*^{d}en-zu *il-li-ka-am-ma*	*wa-ar-ki-ka-a-ma* ^{d}en.zu-x x *il-li-kam-ma*	*[wa-a]r-ki-k*[*a*]*-ma* ^{p}*a-ia-*[*b*]*a-aš-ì-lí* [*i*]*l-li-ka-am-ma*
5 Creditor declares the IOU	[*um-ma šu*]*-ú-ma* […] x *i* […]	*um-ma šu-ú-ma* 1/3 ma-na kù-babbar *e-li-šu i-šu-ú*		*um-ma šu-ma 2* ma-na kù-babbar *e-li-šu i-šu*
6 Description of distraint		*aš-ša-at-ka ù ma-ra-at-ka it-te-pe-e*	*aš-ša-at-ka ma-re-e-ka ù a-ma-ti-ka a-na ṣi-bi-t*[*im*] *uš-te-ri-ib*	*aš-ša-at-ka ma-ri-ka ù a-ma-ti a-na ni-pa-ri-im uš-te-ri-ib*
7 Plea (a)		*al-ka-am-ma la-a-ma aš-ša-at-ka ù ma-ra-at-ka i-na ṣí-bi-ti-im i-na ḫi-ta-lu-li-im i-mu-tu*	*ḫu-um-ṭa-am al-kam-ma a-na* še x NI ^{d}iškur *mu-qú-ut-ma*	*ḫu-um-ṭà-am al-kam-ma a-na še-ep* lugal *mu-qú-ut-ma*
8 Plea (b)	2 *ni-pa-ti-*[*ka*] *i-na ṣi-bi-tim* [*š*]*u-ú-ṣí*	*aš-ša-at-ka ù ma-ra-at-ka šu-ṣí-i a-pu-tum*	*aš-ša-at-ka ma-re-e-ka ù a-ma-ti-ka i-na ṣi-bi-tim šu-ṣi-a-am ap-pu-tum*	*aš-ša-at-ka ma-ri-ka ù a-ma-ti-ka i-na ni-pa-ri-im šu-ṣi ap-pu-ta la te-gi ú-ul ta-aš-pu-ra-am la ta-qá-ab-bi*

Figure 14: Comparison of Group B school letters dealing with distraint

5.5.7.3 Groups A and B compared to the remaining corpus of distraint letters

Beyond the comments on shared orthography made by Kraus, and the textual coherence evident from Figs. 13 and 14, the wider corpus of distraint letters sharpens the differences between that corpus and Groups A/B. Two main differences can be observed, in lexicon and theme. At important points, Groups A and B make different lexical choices from that encountered in the main body of letters. Secondly, they show a taste for aspects of the distraint process that are not the concern of other letters.

Lexicon
With the exception of one letter in Group B (UET 5 9), the verb *nepûm* is not actually used to describe the act of distraint. Nor is *wuššurum* used to describe the release of the distrainee. This choice is clearly conditioned by the involvement of a place of confinement (*nupārum* or *ṣibittum*) for which verbs of going in and out (*ušterib*(*ū*) and *šūṣi* respectively) are natural. Only in two other letters concerning distraint do we find the use of the Š-stem of *waṣûm* in place of *wuššurum* however neither in those cases nor indeed in any other letters concerning distraint do we find reference to *nupārum* or *ṣibittum*.

Themes
Related to the use of a place of confinement, is the denunciation made to the king (e.g. A_1: *ka-ar-ṣí-ka a-na šar-ri-im i-ku-lu*) apparently in conjunction with taking distrainees. Though vivid and dramatic, it is a detail that fails to resonate with other descriptions of distraint.[774] Another perspective favoured in Group B is a subject that the main body of letters never enlightens us on: how the creditor actually manages to distrain. Two of the Group B letters give us a dramatic vignette of the debtor leaving on a journey, and as soon as (*warkikāma)* he departs the distrainers come and take his wife and daughter (or: wife[, sons] and slavegirls). In summary, the taste of these letters is for escalated drama and vividness: family members seized and taken away immediately after the debtor's departure, thrown into a workhouse/prison in which they may die unless the debtor comes urgently and secures their release.

That said, the broad outline of distraint is recognizable and it is notable that UET 5 9 and AbB 7 68, as well as now CUSAS 43 nos. 26 and 27, give the clearest echoes of the actual parameters of distraint, in its use of *nepûm* and the mention of an obligation against which the distraint took place (e.g. UET 5 9: *um-ma šu-ú-ma* 1/3 ma-na kù-babbar *e-li-šu i-šu-ú*).

5.5.7.4 Implications for understanding distraint

These observations mean that we need to make a refinement to our understanding of distraint in practice. Westbrook is aware of Kraus' work and the school context for at least some of the letters. He says, for example: "The school texts speak of the debtor's family being put in prison (*ṣibittum*: Genouillac Kich 2 D 39; TCL 17 74; UET 5

[774] This is not to say it cannot be based on a real occurrence and real-world exemplar. However, it should be acknowledged that, even though there were live channels for royal petition operating in this period, neither the royal petition cases that have come down to us, nor the letters concerning distraint, talk about the distraint of individuals in conjunction with a complaint made directly to the king.

9).”[775] However he does not signal the scholastic background when he writes: “Since the term *nupārum* could also mean a workhouse, perhaps those distrained by government authorities (at least in connection with corvée duties?) were expected to work.”[776] This is a valid question in itself, but the school texts mentioning *nupārum* hardly seem like a secure point of departure.[777] He goes on to write: “Where a type of prison called *nupārum* is named, there seems to be some connection with the king: the debtor has been denounced by the king (AbB 2 114; 5 228; cf. AbB 5 234: *ṣibittum*) or must plead with the king (AbB 7 68).”[778] As we have seen, the terms *nupārum* and the allusion to royal petition only co-occur in the scholastic texts. It may yet prove that they have parallels in the practice texts, but our present sources are not enough to connect a formal place of confinement (*nupārum*, *ṣibittum*), distraint and royal petition as part of an established OB practice.

It remains to mention one more text referring to distraint in the setting of royal petition. AbB 5 112, a fragmentary letter from Kiš, reads:

(1) *wu-uš-še-er* (2) *la i-ta-ar-m*[*a*] (3) *šar-ra-am la i-ma-h*[*a-ar*] (4) *ni-pu-ta*[*m*] (5) [*wu-u*]*š-š*[*e*]*-e*[*r*]

“release (the distrainee)! (So that) he shall not return and shall not go before the king! Release the distrainee!”

So much is lost here that nothing securely can be said about the context of this letter. One difference is apparent: here the (wrongful) distraint itself could be perceived as grounds for an appeal to the king.

5.5.8 Fitting distraint into the wider picture

The picture that emerges from the sources on distraint shows a distinctive practice with a clear basis. It was an established way that creditors could put pressure on a delaying debtor, and found expression also in an official context, where the distraint also implied an underlying obligation (corvée). In light of the reconstruction, we now seek to place it into the wider picture of redemption and release of persons with which the chapter has been dealing.

We first need to address the nature of our sources. Why was distraint not documented? There was, of course, the pragmatic reality that this was self-help on the part of the creditor. Naturally it was unilateral action. By definition the debtor was either not making himself available or not co-operating. A new agreement was hardly an option. There is another reason why distraint was not documented – it already had been, or perhaps ought to have been, in the form of the original obligation. Distraint was a right that relied upon the existence of an outstanding obligation. There is no hint in the sources that distraint needed something other than that pre-existing obligation to be valid. There were other reasons, social and pragmatic, affecting a

[775] Westbrook 2001b, 85.
[776] Westbrook 2001b, 85.
[777] On this subject see Walters 1970, 156-157.
[778] Westbrook 2001b, 85.

creditor's decision about whether or when to distrain, but the right existed only because of the obligation.

The texts concerning *nepûm* and *nipûtum* show that it is correct to keep "distraint" apart from terminology for possessory pledge (*mazzazānum*). This distinction may seem too fine given that both involve a creditor taking possession of someone/something against a debt. However, we should follow the sources that nowhere describe distraint in terms of pledge, for which there also exists a technical vocabulary. The reconstruction showed some important differences between distraint and pledge. Firstly, the former involved action taken by the creditor on his own. It involved no agreement with the debtor. However, the grant of *mazzazānum*, even where we can suppose inequality between the parties, always involved the debtor party. Secondly, the pledge could be documented in a written agreement. This never happened for distraint. The sources for distraint also show that it was not about 'securing' a debt. It was about squeezing a debtor to pay the remaining outstanding amount.

We should also briefly consider distraint viewed from the perspective of the extant law collections. Relevant here are LH §§114-116 and LE §22-24. The paragraphs, in keeping with their register, address the more vivid and dramatic cases of death of distrainees by maltreatment, and of different classes of owner, an emphasis not seen in the archival letters. What is obvious, however, is the usage of *nepûm* and *nipûtum* in exactly the same context, and the clear basis for distraint – an underlying IOU, expressed by the idiom PN1 *eli* PN2 *īšū*. This is how LH §§114-115 begin their protases, and also LE §22-24. However in LH, only the protasis of §114 deals with the case where this IOU did not exist. The scenarios of §115-116 address the issue of the death of the distrainee in possession of the distrainer, but where there is an existing IOU. LE, however, in all three 'paragraphs', deal with situations where no IOU was in place. From the perspective of both collections, however, the IOU was the customary minimum. Where the action of the verb *nepûm* took place without the distrainer being owed something, this was clearly departing from custom. The commodity lent under the IOU is explicitly described as barley and silver in LH, but is left unexpressed in LE.[779] The native understanding of *nipûtam nepûm* as a well-defined and discrete practice is further underlined by the scribal gloss in a LOB MS of LH, preceding §§114-116,[780] the next gloss preceding §117 (*kiššātum*).

5.5.9 Distraint and redemption

There is very slim evidence for a distrainee (*nipûtum*) being subject to the technical terminology of redemption (*paṭārum*). The closest example I know of is MHET 1 90 (Di 225). Some aspects of the text are unclear but it shows that a distrainee was the object of the verb usually associated with redemption (^{sal}*ni-pu-ti up-ta-ṭe-ra*, l. 16). But the verb in the D-stem here may be the semantic equivalent of the expected *wuššurum* with a straightforward meaning "I released the distrainee" (see CAD s.v. *paṭāru* mng. 12) rather than a technical meaning of redeem. Still, it would be wise not to rule out the possibility that a distrainee could also be considered redeemable in the conventional sense. If the absence of *nepûm* and *nipûtum* from the extant provisions

[779] Although note the context in LE §§20-21.
[780] Finkelstein 1967.

of the Babylonian *mīšarum* edicts is not an accident, then such an absence may be explained more mundanely: it was more common for distraint to be a short-term intervention, and less likely to lead to the kind of entrenched loss of freedom associated with *mazzazānum* or *kiššātum*.

5.5.10 Conclusion

The reconstruction of the practice of distraint shows it to have been a widely used tool in the OB period. It was a means by which creditors could place pressure on debtors, mainly for silver or grain still owing. The fact of a genuine outstanding obligation was crucial, and was understood by customary tradition to be the basis for what looks like extreme unilateral action by a creditor. The letter corpus shows vividly how its use could provoke the anger or desperation of aggrieved debtors, not only when the creditor had no outstanding debt to collect. But this does not speak for its wider perception as 'social abuse' or as a practice that was considered anti-social. Rather it allows us to glimpse its very effectiveness: seizing household members (and sometimes property) belonging to the debtor placed the debtor under pressure. It was intended to do so. Its broad currency was not restricted to private persons. The practice also had an analogue in a more official context where officials engaged in state administration and the oversight of large work projects could distrain persons or workers against the underlying obligation to perform corvée labour.

5.6 Redemption of persons: text and archives by locality

5.6.1 Sippar

The sources from the textually productive twin towns of ancient Sippar illustrate well the challenge in reconstructing the practice of redeeming persons. There is good evidence for the practice of redeeming captives who were citizens of Sippar or of a nearby locality. As already noted, the practice at certain points could be seen to mirror private redemption, with the intermediate merchant who had paid the ransom money being treated much like a creditor with an outstanding debt (Charpin 2014). Then there is the clear attempt in the reign of Samsu-iluna or his successor Abi-ešuḫ to prohibit the sale of former freeborn persons by the introduction of new regulations for slave sales within the Babylonian territories (van Koppen 2004). This is not directly related to redemption, but it shares a similar function in limiting the enslavement of freeborn persons, and, as van Koppen notes, the innovation itself may have implications for the alienability of debt-slaves: "This [innovation] implies that sale of other categories of slaves, such as freeborn citizens who had become enslaved through indebtedness or other reasons, was not permitted" (van Koppen 2004, 12). Other sources allow us to infer the wider availability of redemption in Sippar. Specific forms of liability that differed from but were analogous to conventional debt, *e'iltum* and *kiššātum* in particular, could trigger the enslavement of freeborn persons, and allow for their redemption. We are not only reliant here upon the royal sources, the edict of Samsu-iluna, Ammi-ṣaduqa, and the laws of Ḫammurabi (§117), but the archival evidence for *e'iltum* and *kiššātum* shows why these came to be reflected in royal provisions concerned to release free-persons who lost their freedom on account of debt or debt-like liabilities.

However, archival evidence of redemption stemming from Sippar in a clear debt-context has left few traces.[781] It is striking, therefore, to meet a text that documents the payment of redemption money and outstanding claims – either safeguarding or securing the freedom of a debtor – but bearing all the hallmarks of a permanent title deed. Such is BM 80107 (tablet) + BM 80108 (case). The remainder of this section consists of an edition and full discussion of the text.[782] The characterisation of the text as a "tablet of no-claim" (*ṭuppi lā ragāmim*) requires a wider discussion of these tablets, their background and function.

[781] Harris' understanding of CT 6 40c as concerning the redemption/ransom of a captive (Rivkah Harris 1975, 205) is correct and so it too is excluded here.
[782] I thank Els Woestenberg for sharing with me her knowledge of this text.

5.6.1.1 Edition of BM 80107 (tablet) and 80108 (case)

Museum number: BM 80107 (tablet)
Acquisition number: 89,10-14,648a
Dimensions (cm): 11.2 x 5.6 x 3.2
Date: Sabium "G"
Plate VII (photos), Plates VIII-IX (copy)

Transliteration:

Obv.	1	1 ma-na kù-˹babbar˺ *ip-ṭe$_4$-ri-˹i˺-šu*
	2	*ù ru-gu-um-me-e-šu*
	3	^{p}*mu-tum-èl* dumu ^{d}en-z[u-*i-din*]-*nam*
	4	*a-na* ^{d}en-zu-*ub-lam* dumu [^{d}en-zu]-*i-din-˹nam˺*
	5	*iš-qú-ul iš-t*[*u pí*]-*e*
	6	*a-di* kù-sig$_{17}$ *ru-gu-*[*um-m*]*u-šu*
	7	*ša* ^{d}en-zu-*ub-lam* dumu ^{d}en-zu-*i-din-˹nam˺*
	8	^{p}*mu-tum-èl* dumu ^{d}en-zu-˹*i-din˺-nam*
	9	*i*<<-*na*>>-*su-uḫ-ma* d[ub] *ša la ra-ga-m*[*i-im*]
	10	^{pd}en-zu-*ub-lam ù ni-id-nu-ša*
	11	*a-na mu-tum-˹èl˺ aš-ša-ti-šu*
	12	*ma-ri-i-šu ù ma-ra-ti-˹šu˺*
	13	*i-zi-ib a-na wa-ar-ki-a*[*t*]
	14	*u$_4$-mi-im la i-tu-ru-m*[*a*]
	15	^{pd}en-zu-*ub-lam ù ma-ru-šu*
	16	*a-na mu-tum-èl aš-ša-ti-šu*
	17	*ma-ri-i-šu-ù*
Lo.E.	18	*ù ma-ra-ti-š*[*u*]
	19	*la e-ra-ga-mu-ú*
Rev.	20	mu ^{d}utu ^{d}amar-utu ^{p}*sà-bi-um*
	21	*ù* ^{uru}ud-kib-nun^{ki} *it-m*[*u-ú*]
	22	igi *nu-úr-*^{d}utu dumu *é-a-ra-*[*b*]*i*
	23	igi lú-^{d}nin-šubur-ka dumu *šu-*^{d}utu
	24	igi ^{d}en-zu-*be-el-ì-lí* dumu *a-di-du-u*[*m*]
	25	igi ^{d}en-zu-*i-din-nam* dumu ^{d}šeš-ki-ḫé-gá[l]
	26	igi *i-din-ia* dumu *bur*$^{!}$*-nu-nu*
	27	igi inim-^{d}šeš-ki dumu *na-ra-am-ì-lí-*[*šu*]
	28	igi *i-ku-pi$_4$-ša* dumu ^{d}en-zu-*še-mi*
	29	igi ^{d}iškur-ma-an-sum dumu *a-wi-lum-ma*
	30	[i]gi *na-bi-ì-lí-šu* dumu *e-ri-ba-am*
	31	igi dingir-*šu-i-bi-šu* dumu ^{d}en-zu-*da-a-an*
	32	igi ^{d}en-zu-*ga-mil* dumu ^{d}en-zu-*mu-ba-lí-*[*iṭ*]
	33	igi *a-pil-ia* dumu *nu-úr-*^{d}utu
	34	igi *i-ba-lu-uṭ* dumu ^{d}iškur-*ra-bi*
	35	igi *i-din-*^{d}en-zu dub-sar
	36	iti zíz-a
U.E.	37	mu ús-sa túg ^{d}*na-bi-um*
	38	^{p}*sà-bi-um ú-še-pí-šu*
Le.E.	39	*ku-nu-uk-k*[*i*-x] ˹*ma˺-la i-li-a-am*
	40	˹*ù˺ sí-iḫ-tu*[*m*] [*a*]-*na ḫe-pé-e-em* [*i*]-*na-*˹*di˺-in*

Museum number: BM 80108 (case)
Acquisition number: 89,10-14,648b
Dimensions (cm): 12.3+, 7.5, 4.8
Plate X (photo), Plate XI (copy), Plate XII (seal impressions and layout)

Obv.

1’ [^{p}]˹*mu*˺-[*tum-èl* dumu ^{d}en-zu-*i-din-nam a-na* ^{d}en-zu-*ub-lam* dumu ^{d}en-zu-*i-din-nam*]
2’ *iš-qú-ul-ma iš-tu* ˹*pí*˺-˹*e*˺ [*a-di* guškin *ip-ṭe*$_4$-*ri-i-šu*]
3’ *ù ru-gu-um-me-e-šu ša* [^{d}en-zu-*ub-lam* dumu ^{d}en-zu-*i-din-nam*]
4’ ^{p}*mu-tum-èl* dumu ^{d}en-zu-*i-din*-[*nam i-su-uḫ-ma*]
5’ dub *ša la ra-ga-mi-im* [^{d}en-zu-*ub-lam*]
6’ *ù ni-id-nu-ša* dumu-a-ni [*a-na mu-tum-èl* dumu ^{d}en-zu-*i-d*]*in-n*[*am*]
7’ *aš-ša-ti-šu ma-ri-i-šu* [*ù ma-ra-ti-šu i*]-*zi-bu-ú*
8’ *a-n*[*a*] *wa-ar-*˹*ki-a-at*˺ *u*$_4$*-mi-*[*im la i-tu-r*]*u-ú-ma*
9’ ^{pd}en-zu-*ub-la*[*m* dum]u ^{d}en-zu-[*i*]-*din*-[*nam ù ni-id-nu*]-*ša* dumu-a-ni
10’ *a-na mu-tum-*˹*èl*˺ dumu ^{d}en-[zu]-˹*i*˺[*-din-nam aš-ša-ti-šu*] *ma-ri-*˹*i*˺*-šu*
11’ *ù ma-ra-ti-šu la e-ra-ga-m*[*u*] mu ^{d}utu ^{d}[amar]-utu
12’ ^{p}*sà-bi-um ù* ^{uru}[ud]-kib-nun^{ki} *it-mu-ú ku-n*[*u-uk-ka-tum* (?)]
13’ *ù sí-iḫ-tum ma-*[*l*]*a i-li-a-am a-na ḫe-pé-em* [*i-n*]*a-di-in*
14’ igi ˹*nu*˺-*úr-*^{d}utu dumu *é-*˹*a*˺*-ra-bi* igi ^{d}en-zu-*be-el-ì-lí* ˹dumu˺ *a*-[*di*]-*du-um*
15’ igi lú-^{d}nin-šubur-ka dumu *šu-*^{d}utu igi ^{d}en-zu-*i-din*-[*n*]*am* dumu ^{d}[še]š-ki-ḫé-gál
16’ [ig]i *i-din-ia* dumu *bur-nu-nu* [i]gi inim-^{d}šeš-ki dumu *n*[*a-ra*]-*am-ì-lí-šu*
17’ igi ^{d}iškur-ma-an-sum dumu *a*-[*wi-l*]*um-ma* igi *na-bi-ì-lí-*˹*šu*˺ [du]mu *e-ri-ba-am*
18’ igi dingir-*šu-i-bi-šu* dumu ^{d}en-zu-*da-a-an* ig[i] ˹*a*˺*-pil-ia* dumu *nu-*˹*úr*˺-^{d}ut[u]
19’ igi *i-ku-pi*$_4$*-ša* dumu ^{d}en-zu-*še-mi* igi ˹*i-ba*˺*-lu-uṭ* dumu ^{d}iškur-[*r*]*a-bi*
20’ [igi] ^{d}en-zu-*ga-mil* dumu ^{d}en-zu-*mu-ba-lí-iṭ* igi *i-din-*^{d}en-zu du[b-s]ar
21’ iti zíz-a m[u ú]s-sa túg ^{d}*na-bi-um* ^{p}*sà-bi-um ú-še-pí-šu*

Lo.E. (impression of Seal 4)
Rev. (impressions of Seals 5, 6, 7, 8, 9)
U.E. (lost)
Le.E. (traces of seal impressions for Seal 1, Seal 2, Seal 3)

Translation (tablet):
(1-5)1 mina silver for his redemption money and his claim, Mutum-El son of Sî[n-iddi]nam weighed out to Sîn-ublam son of [Sîn]-iddinam; (6-13a) from chaff to gold, the claim of Sîn-ublam son of Sîn-iddinam, Mutum-El son of Sîn-iddinam dismissed and Sîn-ublam and Nidnuša drew up (T: sg.) a tablet of no-claim in favour of Mutum-El, his wife, his sons, and his daughters. (13b-21) In future Sîn-ublam and his sons will not return and claim against Mutum-El, his wife, his sons and his daughters, [t]ḫe[y] swore by Šamaš, Marduk, Sabium and the city of Sippar. (22-35) Before Nūr-Šamaš son of Ea-rabi, before Lu-Ninšubur-ka son of Šū-Šamaš, before Sîn-bēl-ilī son of Adidum, before Sîn-iddinam son of Nanna-ḫegal, before Iddinija son of Būr-Nunu, before Inim-Nanna son of Narām-ilīšu, before Ikūn-pîša son of Sîn-šēmi, before Iškur-mansum son of Awīlumma, before Nabi-ilīšu son of Erībam, before Ilšu-ibbīšu son of Sîn-dajjān, before Sîn-gāmil son of Sîn-muballiṭ, before Apilija son of Nūr-Šamaš, before Iballuṭ son of Adad-rabi, before Iddin-Sîn the scribe. (36-40) Month 11, the year following (the year) Sabium had made the garment of Nabium. Should a

sealed and invalid tablet (purporting to be) the same turn up, he shall hand it over for breaking.

Notes:
T1: Although the *plene* spelling fits CAD's understanding of the noun as *ipṭerū pl. tantum*, the following texts need to be borne in mind: ARM 155:38: *ù ip-ṭe$_4$-er-šu-nu pu-ḫa-am lu-ud-di-in* "and I will give their redemption money in return"; Al-Rāwī and Dalley 2000, text no. 51, pl. 42: 1 ½ (6) ma-na kù-babbar ki *ma-ni-ia* (7) *ip-ṭe$_4$-er ma-ri-šu im-ḫu-ur* "1 ½ minas of silver, he received from Mannija (as) the redemption money for his son"; MDOG 38 8:17 (redemption of a vacant plot (é-kislaḫ)): (15) PN (16) é *a-bi-šu ip-ṭú-ur* (17) *a-na ip-ṭe$_4$-er* é *a-bi-š*[*u*] (18) 5 ½ gín kù-babbar in-na-a[n-lá] "PN redeemed the estate of his father, as the redemption money of the estate of his father, he weighed out 5 ½ shekels of silver."
T2: The pronominal suffixes in ll. 1 and 2 refer to Mutum-El. Thus *rugummêšu* in l. 2 refers to the claim(s) outstanding *against* Mutum-El, whereas the same lexeme in l. 6 is used from the perspective of the one who had the right of the claim(s) (*ša Sîn-ublam*, l. 7).
T9: I assume a not uncommon case of 'soft' auto-correction in the writing of the verbal form where the scribe realised the writing of *na* was mistaken but did not go back and erase it. The resulting defective writing of /ss/ in the pret. (*issuḫ-ma*) is no obstacle, cf. from early OB Sippar (Sumu-la-El) CT 8 28a: *ru-gu-*[*me*]*-e-ša i-su-úḫ* (l.9); CT 8 28b [*r*]*u-gu-me*$^{!}$(PI)*-šu-nu i-su-ḫu* (l. 18 (lo.e.). At the end of the line, only the initial wedge of *mi* is visible and the writing of Nabi-ilīšu's patronymic (rev. l. 30) was written over the remainder of *mi* and the entirety of *im*.
T10: That Nidnuša is the son of Sîn-ublam is made explicit on the case (obv. 6', 9')
T13: Against the unexpected singular verb (*īzib*) of which Sîn-ublam and Nidnuša are the subject, the expected plural can be restored on the case, obv. 7' ([*i*]*-zi-b*[*u-ú*]).
T37-38 (C21'): This tablet and case is the only evidence for this year name of Sabium booked by Horsnell as Sabium G (Horsnell 1999b, 2:73–74). Horsnell's erroneous *áš-še-pí-šu* to be corrected with *ú-še-pí-šu*.
Seals: The numbering of the seals reflects the layout of Plate X in this study. This corresponds to that of Blocher 1992 (52-53) (i.e. Seal nos. 1-9 = Blocher seal nos. 131-139). For the location of the seal impressions, and their drawing and descriptions see Blocher 1992, 52-53, with Plate X in this study. The drawings of the seal impressions are reproduced from Blocher 1992.

5.6.1.2 Commentary

A crux in this text is the meaning and significance of Mutum-El's "redemption money" (*ip-ṭe$_4$-ri-ʾi*ʾ*-šu*, T1) the presence of which has prompted its treatment here. The question of its background here is not straightforward and has been complicated by the publication of a more laconic OB Sippar text (Ḫa 5) the case of which states that "Siyyatum son of Ašdiya raised claims on Qurrudum son of Ipquša and he (Qurrudum) paid his ransom of ten shekels of silver" (trans. Van Koppen).[783] There, the translation of *ipṭirišu* as "his ransom" relied upon a particular proposal as to the background of the text. As it could apply by analogy to our text, it needs to be considered at more length. In that case, van Koppen ruled out an understanding of *ipṭirum* in his text as either relating to recovery of property previously sold or to the release of prisoners, or even to the settlement of financial claims. He thought the fact of a claimant claiming indicated that the defendant was not already a debt slave or prisoner, and that the use of *ipṭirum* "disagrees with a situation of a creditor and his debtor settling a contractual debt."[784] For these reasons he considered that the text would "fit a ransom paid in lieu of a sanction imposed by a court of law. In ancient Near Eastern law the victim held the right to revenge upon the criminal (often in the form of enslavement) but waived his right when accepting a ransom from the culprit (Westbrook 1996)."[785] He goes on to state that "Siyyatum (or a member of his family) would have been harmed by Qurrudum (or any of his relatives), whereupon Siyyatum successfully confronted Qurrudum in court, leading to a conviction of the latter. Both parties then agreed on a financial settlement, allowing Qurrudum to escape revenge by paying ransom and compensating Siyyatum for damages suffered."[786]

In our text BM 80107/8, although the verb *ragāmum* does not occur (outside the quitclaim and in the phrase 'tablet of no-claim'), the inclusion of *rugummêšu* "his claim" paired with *ipṭirišu* shows there was an outstanding claim which we can assume had been brought formally, given that they were dismissed (T:9).[787] The nature of the claim is the most difficult aspect but the risk for Mutum-El (and his family members) can be inferred. This is suggested not only by the reference to his *ipṭirum* but by the unusual expansion of the objects of the *ṭuppi lā ragāmim* and the quitclaim to include Mutum-El's wife, sons and daughters (T:12 has pl. sons and daughters). It was common, around this time as in later times in Sippar, for a quitclaim to cover a wide range of property or persons.[788] That the quitclaim could also include family members as beneficiaries of a quitclaim is itself well known, usually intended to cover 'estate and heirs'[789]. But a closer analogy to our text is

[783] van Koppen 2019.
[784] van Koppen 2019, 1087.
[785] van Koppen 2019, 1087.
[786] van Koppen 2019, 1087-1088.
[787] Although the verb *nasāḫum* "to dismiss (a claim)" can often be used in cases where the claim is clearly baseless and the defendant dismisses the claim without having to pay anything, that is not always the case (cf. MHET II/1 46 where the appearance of *libbašu ṭāb* (l. 9) following *nasḫu* may indicate a payment).
[788] Cf. YOS 14 163 (Sîn-muballiṭ), ll. 20-25 where the quitclaim includes: *a*[*n*]*a eqlim*(a-šà) *bītim*(é) *amtim*(sag-géme) *wardim*(ìr) *bušê*; also CT 2 50:13-23 (Sabium).
[789] Cf. BM 82052 (inner tablet of CT 8 28 1), ll. 12-16: quitclaim covers claims *ana bītim*(é) *u aplūtim*; see also CT 48 14:15-19 (Sabium).

found in BM 82437, an early OB litigation record from Sippar (T: oath by Immerum and Sumu-la-El) in which the claimant made a claim "for servitude" against the defendant (PN_1 *ana wardūtim ana* PN_2 *irgum-ma*, T:1-5), and his claim(s) were dismissed (*rugummûšu nasḫû*, T:8-9). The quitclaim has: "PN_2 shall not claim against PN_1, his estate or his son(s) (*bītišu u mārišu*) for servitude".[790] The possibility of being enslaved is there explicit and indeed is the substance of the claim but, by analogy with BM 80107/8, where the outstanding claim is settled by means of payment of *ipṭirum* and the resulting tablet of no-claim and quitclaim protects all freeborn members of Mutum-El's household, then it is reasonable to see that some form of enslavement had been a risk. It is also notable that the text of BM 82437 is a tablet of no-claim (C:3, *ku-nu-uk la ba-qá-ri-šu*), as with BM 80107/8, the meaning of which I will discuss below.

I turn now to the question of the likely background to the claim that triggered the payment of money described as *ipṭirum*. The evidence so far of (1) a claim (*rugummêšu*), (2) that could have led to Mutum-El's or a family member's enslavement, does not decide the question of what the claim was. The term *rugummûm* could denote a full range of claims For the same reasons as van Koppen does with his text BM 80113/4, we can here rule out a background of existing (debt-)slavery or a background of ransom of Mutum-El from e.g. captivity with Sin-ublam acting as an intermediary redeemer. Van Koppen's interpretation of his text relied upon Westbrook's exploration of the lexical equivalence zíz-da = *kiššātum* where Westbrook applied a ransom/revenge framework based on earlier study of cuneiform and biblical sources.[791] The application of such a framework to the term *kiššātum* is speculative although it is true, as we have seen, that there is an unmistakable connection between theft and the resulting exaction or service such that *kiššātum* as a liability arose in particular circumstances and could lead to service. There is no indication in our text for such a background. I am therefore reluctant to exclude without more evidence the idea that *ipṭirum* referred to the redemption from substantial financial claims which had arisen and whose non-payment meant that Mutum-El, his estate or household members, were vulnerable to a claim of debt-servitude. The use of the term *rugummûm* can certainly apply to monetary claims with a conventional background.[792] There is no indication that the claims against Mutum-El constituted an *e'iltum*-liability, but it was an example of a form of monetary liability that could trigger the handing over of free persons where no delict or offence – mandating revenge – was in view. It is also noteworthy that both tablet and case contain a clause providing that should a sealed and invalid tablet (purporting to be) the same turns up, it is to be handed over for breaking (T: Le.E., *ku-nu-uk-k*[*i*-x] ˹*ma*˺-*la i-li-a-am* / ˹*ù*˺ *sí-iḫ-tu*[*m*] [*a*]-*na ḫe-pé-e-em* [*i*]-*na-di-in*). This would seem to indicate that the outstanding claims had had a written precursor. While this is in keeping with our understanding of the background claim as a monetary one, indicated explicitly by the payment by Mutum-El, such a clause was not confined to cases of debt. It could be found, also in this period, to other potential claims, including those concerning inheritance documents – in short, anywhere that textual evidence could be

[790] On the expression *ana wardūtim ana* PN *irgum-ma* and its parallels in LH §§171, 175, see Van Lerberghe 1982, 250 (note to ll.3-5 of the tablet of BM 82437). In LH, the *wardūtum* is a risk not because of a financial or other claim, and so is nothing to do with debt-slavery there, but arises because of ambiguity about the freeborn status of the individual concerned.
[791] Westbrook 1996.
[792] Cf. BM 78356 rev. 22-26 (van Koppen 2002, 151).

produced, fraudulently or otherwise, that appeared to contradict the outcome of the present action.[793] This cannot then be decisive and could also fit van Koppen's proposal of a prior judgment of a court of law the claim of which was now being settled.

There remains a further feature of the text of BM 80107/8 that deserves comment. In ll. 9-21, co-ordinated with the verb of dismissal is the action of drawing up a tablet of no-claim. The tablet is drawn up by Sîn-ublam and Nidnuša (whose claims have now been dismissed) in favour of Mutum-El, his wife, his sons, and his daughters (*ṭuppi ša lā ragāmim Sîn-ublam u Nidnuša ana Mutum-El aššatīšu mārīšu u mārātīšu īzib*). The meaning and significance of the drawing up of a tablet of no-claim has some complications, treated below. However, it is also noteworthy that the beneficiaries include the family members of Mutum-El.

The presence of a record of payment of a person's redemption money in the context of a tablet of no-claim is exceptional. The meaning and importance of Mutum-El receiving a *ṭuppi lā ragāmim* or 'tablet of no-claim' requires a wider appreciation of the nature and function of these tablets. A full treatment of the *ṭuppi lā ragāmim*, even those stemming from Sippar, is beyond the scope of the present study but what follows is a sketch, relying only on the Sippar texts, against which BM 80107/8 may be better understood.

The *ṭuppi lā ragāmim* or 'tablet of no-claim', hereafter "ṬLR", are well attested among OB records of litigation, and presents us with a paradox. On the one hand, the phenomenon appears to be as clear as the native terminology would suggest, a tablet recording a party's renunciation of or prevention from further pursuit of a claim. On the other hand, scholars have differed over the legal force and purpose of the tablets, and the basic question of how to identify the actual tablets of no-claim from the abundant corpus of litigation records. This last difficulty is partly a reflection of ancient scribal habit – it was not conventional for scribes to entitle a tablet as *ṭuppi lā ragāmim* in the body of the tablet – and modern archaeological practice – the lack of a find-spot for many of the Sippar texts leaves us without a precise archival context that could answer important questions about the purpose of the ṬLR. The result is a series of diplomatic and interpretive obstacles. Despite these obstacles, previous scholars have advanced some striking conclusions concerning the ṬLR. Lautner used the ṬLR in part to construct a typology of binding and non-binding judicial decisions, the former based on parties' acceptance of a settlement proposal.[794] Veenker sought to build a picture of appeal procedure using the ṬLR texts, based largely on the fact that the issuance of some ṬLR's did not prove effective to stop a further claim by the same parties. On this view, the ṬLR did not ban but may even have licensed 'appeal'. This theory has led to an influential but, in my view, incorrect understanding of the role of the ṬLR. Even more pressing than this, is the basic question of how to identify a ṬLR.

[793] Cf. CT 6 47 1:17-19.
[794] Lautner distinguished a stage of "Beweisurteil" from "Leistungs" or "Endurteil" ("effective verdict" or "final verdict") e.g. in connection with CT 2 9. For a critique of Lautner's use of CT 2 9 see Veenker 1967, 55, 58.

Answering the most basic question 'is this tablet a *ṭuppi lā ragāmim*?' has proved difficult. We possess many litigation records in which the scribe records the drawing up of a ṬLR, as in BM 80107. But currently only one example is known of a scribe explicitly designating a tablet as "*ṭuppi lā ragāmim*". This text is CT 8 28b and it provides us with an important anchor. We don't have enough data to tell whether this was an anomaly even for this individual scribe, Inanna-ama-gu$_{10}$, but it was certainly not common practice among scribes to include the designation. If the designation itself was not requisite, the remainder of this text may hold clues as to what were the requisite identification criteria. Lautner thought the quitclaim and promissory oath were diagnostic for a ṬLR but this is unlikely and is common to almost all litigation records and many contracts besides. More likely indicators are (i) the dismissal of the claim (employing the verb *nasāḫum*), and (ii) the presence of judges as witnesses – confirming that a court procedure had taken place and that the judges were witnesses. I am reticent to label every claim that records the dismissal of a party's claims as a true ṬLR. But this is a difficulty that is almost impossible to solve. Illustrative of the problem is BM 82437[795], where the tablet makes no mention of the drawing up of a ṬLR. By itself, it is unclear whether the dismissal clause should be taken to indicate the existence of a ṬLR. The envelope, however, does record that a ṬLR was drawn up[796]. Free variation of this kind between tablet and case makes it impossible to argue with certainty against a tablet's identification as ṬLR where either the inner tablet or case is missing.

This difficulty does not, however, hamper our identification of BM 80107/8 as a ṬLR. This is because, from already very early in the first dynasty, a more secure textual marker was in use. Scribes could write explicitly the issuance of a court order to draw up a ṬLR, or simply the drawing up of a ṬLR by one party in favour of another. It would seem this was done in part with an eye to the identification of the very tablet as a ṬLR. This is not really a more oblique marker than a heading (CT 8 28b) or colophon and it is no obstacle that the reference to the ṬLR was to the tablet itself. A parallel 'internal' textual reference is seen in TCL 1 157:51-52 where, amid the lengthy record of the lawsuit comes the statement *ṭuppi lā ragāmim anni'am ušēzibūši* "they made her draw up this tablet of no-claim." Once this is recognised as a textual marker of a ṬLR, the record itself constituting the ṬLR, at least a part of the corpus can be established with more confidence and, for present purposes BM 80107/8 can be seen to constitute the ṬLR.

It is possible to discern in the use of the ṬLR texts in Sippar a three-fold use: (1) an award in favour of a defendant in the form of strengthened or protected title (i.e. the ṬLR acted as a supporting title deed); (2) a strong discouragement against future litigation on the matter, (3) a penalty against vexatious litigants. This last observation, that the issuance of a ṬLR often co-occurred with penalties has received only occasional and passing comment in the literature but has never been pursued.[797] The best explanation is that these penalties arose when either the evidence of the tablet or witnesses in the contested transaction contradict the claim. On that basis, a claimant's

[795] Published by van Lerberghe 1982 (Studies Kraus).
[796] Note the variant terminology (ll. 3-7): *kunuk lā baqārišu….īzib.*
[797] See e.g. CT 2 39 (Sabium); CT 48 4 (prob. Sabium); CT 45 3 (Sabium (oath)); CT 8 45 (Sîn-muballiṭ); CT 45 18; CT 6 49 (Ḫammurabi); VS 8 102 (Ḫammurabi); CT 48 3 (Ḫammurabi); CT 47 31 (Ḫammurabi); CT 2 45 (Ḫammurabi); CT 48 19 (Ḫammurabi); CT 48 11 (Ḫammurabi); CT 47 63 (Samsu-iluna 14).

claim could be judged spurious and deserving of punishment – at times that could include the shaving of half of the claimant's head, or a monetary penalty, in addition to the ṬLR. However, where a context of penalty can be discerned, it is right to see the ṬLR as part of this: the loss of any future right to claim was, where e.g. inheritance rights were concerned, a real diminution in future possibilities for the claimant. By contrast, the defendant left with a form of strengthened title, in the form of the litigation record (ṬLR).

In the case of BM 80107/8, it is not even clear that a formal litigation had taken place. The absence of any mention of judges does not rule out that there was a litigation (cf. the Sabium text MHET 46). Nor can any secure links be made from the witnesses of BM 80107/8 to serving judges in Sippar in this period. Even if it can be considered as a record that followed a litigation by Sîn-ublam, there is no hint that this was baseless, despite the use of *nasāḫum* to describe Mutum-El's dismissal of the claim. Indeed, quite the contrary is suggested by the handing over of 1 mina of silver: there had been some substance to the claims of Sîn-ublam.

What, then, was the meaning of BM 80107/8's designation as a ṬLR? Setting aside the possibility of a penalty, it seems clear that it functioned as a form of strengthened or protective title deed for Mutum-El: it was written evidence that a sum in settlement of redemption money and outstanding claims had been paid. The issuance of a ṬLR, whether voluntary (cf. CT 47 12) or at the order of a judge in a litigation, provided Mutum-El with a measure of written protection should the settlement of the financial claims be contested in future, or apparently contradicted by the appearance of a new tablet.

5.7 Early OB Diyala: observations on self-sale and sale of family members (and property) at Tutub

In briefly considering the archival evidence for self-sale and sale of family members, it is natural to return here to the Sîn temple archive from Khafajah, ancient Tutub. As with the Mudādum archive, and also that of Balamunamḫe, we are dealing with the archives of creditors and can expect much less by way of dossiers of more than one or two texts that attest the same debtor. More usual is that individual debtors stand isolated as actors within the archives as the bearers of obligations that may well have remained outstanding. Despite this limitation, the archive of a protagonist who was active in lending and buying allows us to see patterns in the lending and security practices and to discern common elements of the debtor positions. A cumulative picture does emerge and a number of matters important for our understanding of the redemption of persons in this locality, in this early period, are brought into sharper focus. Based on a fresh study of the archive, I wish to discuss the following in particular: self-sale and its connection to the sale of free persons and family members; the form and function of the pledge and sale texts where persons are transferred; and, the traces of redemption. Comments on terminology and formulary will be treated within the discussion.

Tutub no. 88 (Kh. 1935, 92) stands out both for the background it provides and in the formulae employed. The original background to the transaction was the taking of a loan by the debtor to redeem his father. Although the self-sale text, together with some of its parallels, is notable for some aspects of the formulae, in particular the phrase of sale expressed *ex latere venditoris*, the transaction deserves to be read together with other texts in the same archive involving the sale of persons. In particular, this should be related to texts where one or both parents sell children to the Entum-priestess (nos. 89, 90, 91, (probably) 92, and 93). Though a background debt is not explicitly cited in these texts as in no. 88, the wider archive encourages the inference, as Harris saw (1955, 42) that debt, or hardship necessitating a loan, lay behind these transactions. This gains some support from ll. 6-8 of no. 88, in which it is made explicit that the self-sale was conditioned by the inability to pay silver previously borrowed.

kù-babbar *ù-ul ib-ši-šum-ma ʿaʾ-na* en-*nim pa-ga-a*[*r-šu*] [*a*]-*na ši-mi-im i*-[*di-in*]
"Because he did not have the silver, he sold himself to the Entum-priestess"

As Harris noted,[798] the appearance in this archive of a group of texts involving the sale of children by parents, which until then had only been found in Larsa, attested a wider customary practice – even if one of last resort. If, within this archive, it is correct to consider in the same vein the self-sale text of no. 88 and the texts in which parents sell their children (nos. 89-93, with residual uncertainty over no. 92), it will be useful to observe redemption at work here. Before that, a grey area reflected in scribal practice needs to be mentioned. A diplomatic question that arose in the study of the Diyala archives relating to redemption of property arises here too. Were there occasions where the decision to draft a transfer as a pledge or sale simply reflected

[798] 1955, 42–43.

scribal (or creditor) preference but did not change the underlying nature of the transaction, and did not disturb the possibility of redemption? This issue was already provoked by the sources from the early OB Diyala sources considered in [chapter 3]. There, it was seen that the drafting of a sale in this locality and period could be compatible with an express redemption clause. This suggested it would be unwise to draw a strict division between a scribal (or creditor) decision to draft a transfer as pledge or as sale, at least as regards the right of the transferor to later redeem the property.

It ought to be asked whether a clearer demarcation between pledge texts and sale texts can be discerned in the Tutub archive, where persons are the subject of the transfer. The texts concerning pledge in the Tutub archive are as follows, with the spelling of the pledge terminology and the formula variants set out below. Two of these involve the pledge of persons, employing the abstract noun *mazzazānūtum*, and one of a field.

Tutub no.	Formula	Pledged item
3:4-6	*a-na* 5 gín kù-babbar *a-na ma-za-za-nu-tim i-za-ʿazʾ*	slave
5:5-7	*a-na ma-za-za-nu-tim ma-ra-šu iš-ku-ʿunʾ*	son of debtor
4:2-4	ki PN *a-na ma-zu-za-ni* PN šu-ba-an-ti	field

On both the abstract noun and the term *mazzuzānum* see, in addition to Harris' own comments (Harris 1955, 61) see Kienast 1978, 2:134, no. 141. Discounting no. 4 for present purposes (as it relates to the pledge of a field) do the pledge texts involving persons differ substantively from the texts considered above in which family members are sold, or a free person sells himself (no. 88)? Of course, formally, they are very different. One is a pledge, security for a debt (or perhaps only its interest), and the other appears to be a final transfer, accompanied by all clauses of title transfer. Yet, I consider that in this precise archival context, the consequences of this way of evidencing the transaction - at least as regards redemption[799] – are small.
Beyond Tutub no. 88, the express presence of redemption is sparse in the Tutub archive. The closest example comes in Tutub no. 82,[800] but even there it is a field, not a person, that is redeemable. **Tutub no. 88**, is excerpted as follows:

1. 17 gín kù-babbar
2. *a-na ip-ṭe₄-er*
3. ^{p}*ḫa-ga-li-ia a-bi-šu*
4. ^{p}*za-ga-gu-um*
5. šu-ba-an-ti
6. kù-babbar *ù-ul ib-ši-šum-ma*
7. *ʿaʾ-na* en-*nim pa-ga-a*[*r-šu*]
8. [*a*]-*na ši-mi-im i*-[*di-in*]
9. [giš]-gan-na [íb-ta-bala]

(1)17 shekels of silver, (2-3) as the redemption money of Ḫagalija his father, (4-5) Zagagum received. (6) He did not have the silver for him (for (the redemption of) his father?) (7-8) (so) he sold himself to the Entum-priestess. (9) [He let cross] the pestle.

[799] It may well be that a creditor's preference for a sale text where the underlying reality was comparable to a pledge had to do with the real or perceived robustness when faced with third party claims. Thus the 'temporary' versus 'permanent' nature of pledge and sale respectively, though not always distinguishable in an archive such as that in Tutub (presumably because the debts remained outstanding), may have had a role in the scribal conventions.
[800] See the discussion in chapter 3.

This self-sale text provides its own pre-history. The man selling himself is doing so against an outstanding debt. That debt arose from a loan which he borrowed from the creditor as the redemption money of his father (*ana ipṭer Hagalia abišu*). It is not clear whether the redemption money was paid to an unnamed third party. In any event, the loan for the redemption money was taken by Zagagum from the current creditor and was unpaid because Zagagum did not have the money (kù-babbar *ù-ul ib-ši-šum-ma*). Though the sum is high, I still consider that redemption rather than e.g. ransom of someone via traders is in view, given the general archival setting. If this is correct, it at least attests to the presence of a right of redemption in respect of persons. In the present case, taking advantage of the right of redemption in respect of Zagagum's father, meant taking out a loan that simply led to the same loss of Zagagum's freedom. I consider it likely that in this 'second' transaction, the self-sale, there existed also a right of redemption, though specific redemption terms were not included. Nor do I think that the *bukānum*-clause (l. 9), a normal accompaniment in this place and period to texts evidencing the transfer of title, particularly sales, speaks against a right of redemption existing for Zagagum (see discussion on pledge and sale in chapter 3). But here I acknowledge that, based on this archive alone, there is uncertainty about whether redemption is available. Against my view that it can be inferred, the counter-argument could be made that self-sale can, without express provision, override the right of redemption and give a creditor full title. In that case, the provisions of the law collections including the laws of Ešnunna – from their perspective - would be seeking to amend the position on the ground where self-sale or sale of persons meant a final sale. Perhaps another text has a role to play here, one that allows us to see an example not only of the presence of a right of redemption (of a person) but how it could be limited. The text, **OBTIV 34**, is excerpted as follows:

1. 1 sag-ìr *ìr-ra-ga-mil*
2. mu-ni-im
3. *aš-šu-mi-šu* ^{d}utu-ʳ*na*ˀ-*aḫ*-ʳ*ra-ru*ˀ
4. *ša a-na* 18 gín kù-bi *ša-mu*
5. *a-na im-gur*-^{d}en-zu dumu *i-túr-aš-du-ma*
6. ^{pd}šeš-ki-me-dím
7. dumu ^{d}utu-*mu-uš-te*$^{!}$*-pí-iš*
8. *id-di-nu-ma ip-ṭú-ru-uš*
9. u_4*-um ìr-ra-ga-mil* kù-bi
10. *ì-lí-šu ub-ba-lam*
11. ^{p}*ìr-ra-ga-mil*
12. *pa-ga-ar-šu i-pa-ṭà-ar*

(1-2) One slave, Irra-gāmil is his name. (3-4) On account of Šamaš-naḫraru who was bought for 18 shekels, his (text:its) price, (6-7) Nanna-me-dim son of Šamaš-muštepiš (8a) gave (5) to Imgur-Sîn son of Itūr-Ašdu (8b) and (thereby) redeemed him (=Šamaš-naḫraru). (9-10) On the day Irra-gāmil shall bring his (text: its) silver to him (=Imgur-Sîn), (11-12) Irra-gāmil shall redeem himself.

The original treatment needs to be corrected on a number of counts. The slave who is handed over is Irra-gāmil. Šamaš-naḫraru is the person who has been redeemed. It seems that the reason for stating the price at which Šamaš-naḫraru was originally bought (l. 4) is to fix the price at which Irra-gāmil is permitted to redeem himself (ll. 9-12). I therefore assume no money has changed hands in the transaction evidenced

here, and that Irra-gāmil has been given in direct exchange for Šamaš-naḫraru. Without more background, it is not possible to speculate on the relationship between redeemer and redeemed.

It has already been seen, when considering redemption of property that, in the Diyala in this period, a text could provide expressly for a right of redemption. It is very hard to tell whether this reflects a simple scribal (or creditor) preference, or a specific situation the background of which is unknown to us, or whether its express provision was required if the right was to apply. I am skeptical about the last option. If the first were true – though it cannot be backed up by direct evidence from the Tutub archive - it would fit with the wider findings of scribal practices whereby a transaction later shown to be subject to a 'right of redemption' gave no express indication of it at the point of transfer.

5.8 Ur, Larsa

5.8.1 Ur: UET 5 191

The remarkable text of **UET 5 191** has been dealt with by Charpin, for which see his edition in Charpin 1986, 85–88, together with chapter 5, and the fragment of the envelope, published in Spada 2007 (p.166 no. VI.2 (= U.31352) and re-edited in Charpin 2018. This text, written in the 1st month of Rīm-Sîn's 54th regnal year (=Isin era 25), records that Ea-ṣillī, a "slave" (arad$_2$) of Ku-Ningal, redeems himself from the brother and sons of his owner Ku-Ningal, twenty years after the owner's death. A translation is provided for convenience as follows:

Translation:
(1) E[a-ṣillī] (is) his [name], (2) slave of [Ku-Ning]al, [case adds: the *abriqqu*-priest], (3-4) after Ku-Ningal had died, (5) 20 years passed and, (6-9) from Ea-gāmil, brother of Ku-Ningal, Ešuluhuru, Enamtisud, Apil-ilīšu, Sîn-uselli, and Lipit-Ea, sons of Ku-Ningal, (10) one slave named Warad-Ḫaja, (11) (Ea-ṣillī) gave to them for his redemption and so (12) he redeemed himself. (13) In future, Ea-gāmil, brother of Ku-Ningal, (14) Ešuluhuru, Enamtisud, (15) Apil-ilīšu, Sîn-uselli, (16) and Lipit-Ea, sons of Ku-Ningal (17) do not have anything against (i.e. are not owed anything by) Ea-ṣillī. (18) (In the case of) a claim (concerning) the slave, Warad-Ḫaja, (19-23) Ea-ṣillī shall stand responsible to Ea-gāmil, Ešuluhuru, Enamtisud, Apil-ilīšu, Sîn-uselli, and Lipit-Ea, sons of Ku-Ningal. (24-25) "A slave of my father's estate", he (text: they) shall not say to them (text: to him). (26-28) Oath. (29-51) Witnesses. (52) The seal of the witnesses. (53-55) Date(=RS 54).

Despite some scribal error and confusion[801] the facts of the case are clear. It shows the availability and use of redemption by a man called Ea-ṣillī after more than twenty years of slavery. It is not certain, despite his designation as a 'slave', that he was a permanent slave. It seems plausible that he entered into that state under the authority of Ku-Ningal because he had an outstanding debt to Ku-Ningal. This is an inference from l. 17 where it is confirmed, in language most appropriate for outstanding financial liabilities (IOUs), that nothing is owed by Ea-ṣillī to the sons of Ku-Ningal. It is not a far leap to suggest that Ea-ṣillī had originally been in debt to Ku-Ningal, in which case the handing over of Warad-Ḫaja to buy his freedom was a payment in kind. If this reconstruction is correct, then it provides important evidence both for the possibility of redemption, a right that was not affected by the long elapse of time since Ku-Ningal's death, and for the possibility that a freeborn person could find themselves entrenched in debt-slavery within the wider priestly community in Ur at this time,[802] and for such a long period.

[801] For which see Charpin 1986, 87, and for differences with the fragment of the envelope, see Charpin 2018.
[802] On the status and function of the witnesses see Charpin 1986, 88 and more generally on the cultic roles see 343-418. For the first seal inscription of the fragment of the envelope, not belonging of one of the witnesses on the tablet, see Charpin 2018 note to S1. On Ku-Ningal's title of abrig$_2$ see Charpin 2018 note to l. 2.

5.8.2 Larsa: observations on pledge and self-sale

The archive of Balamunamḫe has become a *locus classicus* for discussion of debt, sale and pledge of persons, and slavery in a Larsa setting. Though not bearing directly on redemption, two groups of texts are comparable to those encountered in the Sîn temple archive in Tutub in showing the background against which redemption of persons could operate. These two groups were analysed separately in Van de Mieroop's typology as "self-sales" and "sales by a third party"[803] and deserve brief comment here. In his analysis of the whole archive of Balamunamhe, Van de Mieroop divides the archive into three groups. A: slave transactions; B: real estate transactions; C: miscellaneous transactions.[804] His group A comprises 45 texts, further categorised as: (i) self-sales, (ii) pledges, and (iii) sales by a third party.[805] Most relevant for now are the self-sales and the sales by a third party. The self-sale texts, in date order, ranging from RS 10 to RS 22, comprise: YOS 5 132; YOS 5 145; YOS 8 17; Riftin 25; YOS 8 31; YOS 8 36; YOS 8 40. The 'sales by a third party' as defined by Van de Mieroop, in date order, ranging from WS7 to RS 23, comprise: YOS 5 124; YOS 8 8; YOS 5 141; Riftin 24; YOS 8 30; Bab. 7 45. Based on a fresh study of all the texts in his group A, and building on Van de Mieroop's discussion, the following observations may be made.

1. The writing of formulae specific to the self-sale texts, a more unusual text, triggered not only scribal variation (cf. apposition in YOS 8 40 2 (níg ní-te-na) and Riftin 25 2 (ìr ní-te-ni)) but scribal error (e.g. terminative instead of ablative marker in YOS 5 145:2).[806]

2. It is conventional to read the designation mu-ni-im (var. mu-bi-im (e.g. Riftin 25 1)) as indicating slave status. The 'slave' status denoted here could just as easily denote a freeborn person who had just lost their freedom as a result of the documented transaction as much as a permanent slave. So, in YOS 5 132, Ištar-tillatī is bought by Balamunamḫe on account of the former's debt (*ana ḫubullišu*, l. 2). Similarly, the parties in YOS 8 31 I take to be freeborn persons who lost their freedom on account of Balamunamḫe's payment of an *e'iltum* liability. It is possible to say, therefore that the designation mu-ni-im could cover a 'debt-slave' as well as a 'chattel slave'.

3. In reconstructing the likely historical background to these texts, it is better not to draw a sharp distinction between the self-sale texts and at least four of the texts described as "sales by third party" by Van de Mieroop. He states that these texts "are thus the only real slave sales, where two parties exchange a sum of money for a slave"[807] but rightly groups these two types together when considering a shared background of debt.[808]

4. The most significant insight to emerge from Van de Mieroop's study, replicating in some places Lautner's earlier discussion, is his short treatment of particular sub-dossiers where the same 'slaves' appear in more than one text. Not all of these groups

[803] Van de Mieroop 1987, 4–8.
[804] Van de Mieroop 1987.
[805] Van de Mieroop 1987, 4–9.
[806] For comments on the formulae see Van de Mieroop 1987, 4–8.
[807] Van de Mieroop 1987, 8.
[808] Van de Mieroop 1987, 11.

are equally illuminating or certain, but one should be noted.[809] It concerns a certain Sîn-māgir. Three texts can securely be said to deal with the same Sîn-māgir, as follows.[810]

No.	Text	Date	Description
1	YOS 5 141	6/V/RS 14	Sale of Sîn-māgir by his parents to B. for 20 shekels.
2	YOS 8 23	10/V/RS 14	Parents of Sîn-māgir receive him on pledge from B.
3	YOS 8 35	-/VI/RS 19	Parents of Sîn-māgir receive him on pledge from B.

This reconstruction differs from that of Van de Mieroop regarding no. 3. He says of YOS 8 35: "Five years later [after YOS 8 23] Puzur-Numušda and Tarībatum pledge their house and garden to receive their son from Balmunamḫe."[811] Instead, it is another case where the parents receive their son on pledge (as in no. 2). The mention of the house and garden is part of a penalty clause should Sîn-māgir go missing. Putting these texts together shows that although the sale of persons was effective to transfer ownership[812], this could be subject to temporary mitigation or relief[813] where family members could receive the person back as a pledge. This also extended to at least one case involving self-sale.[814] In sum, the archive of Balamunamḫe, though providing rich information about his purchase of persons, and the innovation of pledging back those persons, often to the selling parties, does not speak for or against the possibility of redemption applying to these transactions. It does, however, show that the original sale to Balamunamḫe was a genuine transfer of possession and title.

[809] For brief discussion of these texts see Van de Mieroop 1987, 10–11.
[810] On the possible appearance of the same Sîn-māgir in two other texts (TCL 10 47 and YOS 8 40), see Van de Mieroop 1987, 10.
[811] Van de Mieroop 1987, 10.
[812] Note e.g. the designation of Balamunamḫe as lugal-a-ni-ir "his owner" in YOS 8 35:4.
[813] This should not be overstated and the clauses about not ceasing to work may indeed point to family debt in the background (Stol 1983, 16–17) despite Van de Mieroop 1987, 11.
[814] As evidenced by the case of Šū-Amurru (Van de Mieroop 1987, 10) although note that the recipients of Šū-Amurru may play a wider role not exclusively based on family ties (Van de Mieroop 1987, 10–11).

5.10 Conclusion

In the first part of the chapter, the usage of the term *ipṭirum* "redemption money" was observed in two comparable but distinct scenarios, both of which could be considered as redemption. In one case it could be seen that persons had been taken captive in a variety of situations outside of home territory and could be bought back by funds originating with the captive himself, his family members, or by means of a local temple loan. Merchants were often well placed to act as middlemen in recovering the person and receiving the redemption money. In a more conventional archival setting, *ipṭirum* could also denote the redemption money to settle claims relating to a person (BM 80107) and, less commonly, could be used to denote the redemption money used to redeem real property. Beyond the lexemes belonging to the root PṬR other technical terms denoted liability which could lead to the loss of property, but most prominently, persons, a transfer that could also be subject to redemption. Two of these terms, *e'iltum* and *kiššātum* were studied. It was seen that *e'iltum* "(economic) liability" showed a close similarity to conventional debt. It could be taken over or settled by a third party, including family members, could be satisfied or released by the handing over of money or property, and persons could be handed over against this liability. The technical term *kiššātum* was also found in usage and background to be analogous to debt, but it was found to have a distinctive meaning and background: it was a penalty imposed where goods had been stolen or culpably lost. Money could be handed over to settle this penalty, but as with debt, so could persons and it was this feature of *kiššātum* (as with *e'iltum*) that attracted the attention of §§20-21 of Ammi-ṣaduqa's edict. A person handed over *ana kiššātim* was in principle redeemable, but as with redemption of property, the edict provided a royally mandated version of such redemption. These liabilities were therefore close to conventional debt, could be settled in similar ways, and persons handed over against these liabilities could be redeemed. The study of terminology continued with the practice of taking a distrainee (*nipûtam nepûm*), in order both to distinguish it from other technical terms relating to redemption of persons, and to refine understanding of the practice. It was a widely used tool by which creditors could place pressure on debtors, mainly for silver or grain still owing. Customary practice, reconstructed from the letters, showed the importance of a genuine outstanding obligation to be in place to allow for distraint. This requirement of custom was reflected also in the royal law collections as they dealt with distraint. The study of distraint distinguished other aspects of the practice: it had an official analogue where persons engaged in state administration and the oversight of large work projects could distrain persons or workers against the underlying obligation to perform corvée labour. The school letters showed some distinctive concerns and language that differed from the language and perspective of distraint in the everyday letters. The evidence from individual texts and archives presented according to locality, although sparser in terms of direct evidence for redemption, showed the availability and use of redemption in relation to persons. The Sippar text BM 80107/8 documented the handing over of redemption money in the context of a settlement of claims. The tablet was itself a tablet of no-claim, a fact that was consistent with the text's redaction as a permanent title deed although we are not informed about the precise background to the original claim (*rugummûm*).

6. Conclusions

6.1 Summaries of individual chapters

Chapter 1 Redeeming the priesthood: redemption among the priestly circles of Old Babylonian Nippur

Chapter 1 studied the practice of redemption based on a reconstruction of the archives of a number of priestly families operating in Nippur during the second and third decades of Samsu-iluna's reign. As well as the shared social background of these priestly circles, reinforced by the networked nature of the archives themselves, the majority of the redemption transactions concerned the recovery of prebends. That these prebends comprised "a right to income deriving from the fulfilling of a function in the cult of the gods"[815] meant that their transfer presupposed both parties' ancestral right or personal fitness to hold the office. In this light, the counterparties belonged to a closed social world with all the implications of trust and shared social interest that could bring to the practice of redemption. Redemption was employed by apparent necessity in the short window represented by the archives which coincided with wider social and economic turmoil in Nippur during Samsu-iluna's reign. Although the duration of the crisis is not sharply defined, the political reality of the crisis is discernible from Si 8,[816] and an intense crisis period extends at least until Si 11.[817] This crisis, described by Charpin as "une triple crise," had economic, institutional and military repurcussions.[818] Samsu-iluna's recovery of control in the south was short lived when by the end of Si 11 written documentation from Ur, Uruk and Larsa ceases, even if the precise reasons for the loss of these cities remains uncertain.[819] While the precise nature and extent of economic difficulties in the years immediately following Si 11 are the subject of ongoing discussion,[820] it was plausible that a number of the prebend sales later subject to redemption were diagnostic of an ongoing economic crisis,[821] and another peak in terms of crisis could be proposed for the years Si 28-30.[822] For other periods, the sale of prebends is often seen as itself indicative of crisis. Although the apparent frequency of prebend sales in these archives may reflect the same phenomenon, it was difficult to be precise about what this crisis actually meant beyond the fact that economic pressure could force a sale. The absence of overt and individual debt in the background suggested that economic hardship triggered the sale of the prebends on the understanding – never documented it seems – that the property remained subject to redemption. Whether the wider crisis also facilitated redemption, e.g. by royal edict, was briefly considered in light of the phenomenon of 'clustered redemption'. Different pieces of property that had been outside an individual's possession for years could be redeemed in quick successive transactions. That this could happen in a known *mīšarum* year left the possibility open that this was made possible by a royal measure. However, the redemption texts are not explicit

[815] Van Driel 2002, 34.
[816] Charpin 2004, 336.
[817] Charpin 2004, 336-340, with f.n. 1752.
[818] Charpin 2004, 336.
[819] Charpin 2004, 342.
[820] See recently Goddeeris 2016:1, 200. Cf. Stone 1977, 280-281.
[821] Stone 1977, 280.
[822] On archival evidence for the *mīšarum* of Si 28 see Charpin 2000, 198-201. Cf. Vedeler 2006, 138.

about an overarching royal measure and so it remains very uncertain whether some of the redemption transactions documented were the result of a royal edict mandating the return of property as a concession to the wider crisis.

Against this background of crisis and the shared social world of the Nippur priesthood, the chapter showed redemption being used to good effect. It allowed the transfer of assets by sale between numerous intervening buyers while never removing the original family's right to redeem. The closeness of the social circles facilitated this exchange, but there was evidence that the blood family still undergirded the right to redeem. These archives brought another aspect of redemption practice into sharper focus: scribal conventions. When priests were redeeming prebends, although the transaction was not a conventional one, the scribes showed remarkable consistency. Alongside the expected redemption clause, the previous (penultimate) transfer of the prebend was commonly recorded in short-form in the redemption text. This was comparable to the situation seen in the dossiers and texts discussed in Chapter 2, but was written in Nippur at this time with particular consistency. Its significance lay with the need to (re-)establish a chain of transmission for the property. Even where, among the Nippur priests, the prebend had passed through the hands of numerous different buyers and sellers, it was the sale transaction immediately before the redemption that was perceived as most critical. I proposed that this description of the earlier transfer was accompanied by the handing over of at least that previous sale text as title deed. This evidence about scribal markers of redemption contributed not only to an understanding of the practice but to an extension of the corpus, where elements of the penultimate transfer clause could be diagnostic for a redemption in an otherwise fragmentary text.

Chapter 2 Redemption among propertied families

Chapter 2 traced the working of redemption among propertied families based on archival evidence stemming particularly from ancient Sippar and Babylon, and also TS 45 from Kutalla. While in Chapter 1 the social background of the priesthood was prominent, reflected not only in the networks that united the protagonists, but in the kind of assets that were most frequently transferred and redeemed, here the designation 'propertied' recognized that the parties could also be described in terms of an elite class. They at least relied upon and took for granted established norms of property ownership, transfer and transmission, and even legal challenge, as they sold and redeemed their property. The dynamic of redemption seen in this chapter shared two features that developed the picture of redemption in Chapter 1. We encountered the importance of family affiliation in the practice of redemption. Some of the dossiers examined reflected enough prosopography to reveal the family interests at play. In the case of the family of Ilī-ḫamad (the Amat-Šamaš dossier), this was traced out in the context of legal challenge when two redeemers faced, and successfully defended, a claim from other family members contesting the redeemed property. The importance of family affiliation was seen again in the distinctive scribal markers of redemption, reflected in Sippar and in late OB Babylon, in which there were scribal attempts to establish family connections between original seller and ultimate redeemer, but also in the redemption clause itself, where recovery of the paternal estate (*bīt abim*) was consistently the object of the redemption. It was notable that the "paternal estate" as the object of redemption was consistently retained by scribes and marked out the text and the transaction as distinctive. It does not seem on current knowledge that there was any written signal of redeemability, when the property was

first sold outside the family circle. The format of a conventional sale seems to have been enough at that point at least. The texts and dossiers studied shed important light on the institution of the *bīt abim* in this period. First, and most obviously in the texts, the paternal estate was found to correspond to a portion of property. The property could be the 'intangible' asset of a prebendary office (sometimes attached to subsistence land), house, or field. More precisely, it corresponded to heritable property. This was reflected in two ways: the family affiliation between redeemer and original seller revealed by many of the texts, and the earlier transmission of redeemed property by means of family inheritance. The dossier of Šallūrtum and Namija showed uniquely a full "cycle" of redemption. At least two pieces of property, a house, and a field, were independently sold by brothers to the same purchaser (who appeared to have been outside the immediate family circle). These sales were subject to a right to redeem, even if it is likely that the texts gave no indication of this. It was confirmed, however, by the fact of the subsequent redemptions. In fact, the subsequent redemption of these properties was made by a daughter of one of the brothers who sold. The right to redeem had clearly passed down the generation as part of the right to inherit. This did not stop the redemption being challenged, from both the older generation of the family, but also from members of a different family, the family who had bought this property and held it subject to its later redemption. The interest of the claimants was of course their inheritance, but in each case their challenge was made against a previous redemption. Yet, in the end, this dossier was not evidence for the vulnerability of redemption. Both claims were unsuccessful. Nor did this rely on special protection given to redemption. It was argued that the security of redemption lay in its staying close to sale practice. For, in doing so, the sale, the redemption, and any subsequent passing on of the property, relied on the staple protections that come with title deeds. In Sippar, redeemed property, like any other real property, relied upon chains of transmission. Even where individual texts from Sippar could not be united to a larger dossier, the texts themselves showed this concern for title and chains of transmission. The need to record a full or partial link with the previous transactions prior to the redemption was seen as a desire to record the title history of property that had had a more unusual history, comparable to that seen in chapter 1. The property had left one family circle – by way of sale and so ostensibly a permanent act, only to come to the same family by way of redemption. This scribal feature, coupled with the redemption clauses themselves, showed that the redemption transaction remained a distinctive transaction, however close a relationship it bore to sale and purchase. Indeed the distinction between purchase and redemption could be seen to employ a native distinction between property acquired for value as opposed to the recovery of patrimonial property a distinction that appeared to have a wider application than simply in redemption settings, as suggested by the evidence of Kutalla (Charpin 1980), and the distribution of the previous transfer clause in Nippur in non-redemption texts. The dossiers from Sippar gave solid confirmation to the idea that redemption was a mechanism designed to protect the diminution of the heritable estate. This was, of course, explicit in the formulary, with its reference to *bīt abim*, and in the identity of the redeemers as family members, even from two or more generations below the seller. The right to inherit undergirded the right to redeem.

Chapter 3 The limits of redemption: pledge, sale and the perspectives of strong creditors

The evidence of Chapter 3, when set against that of the preceding two chapters showed that redemption could reflect very different social realities. Through the archives and texts studied in this chapter it was seen how the right of redemption could be severely restricted in a particular social milieu, also when taking into account local customary practice. The texts and dossiers had the advantage of stemming from a broadly contemporary local tradition in early OB Diyala, and showed some common customary and scribal practices that helped the reconstruction. This included the interaction of land-for-service obligations with pledge and redemption practice, the role of *mazzazānum*-pledges, and the social profile of the archive-holders and creditors. The available part of the Mudādum archive, consisting mainly of sale, pledge and loan texts, painted a less dramatic picture than the Sîn temple archive at Tutub but nonetheless one of a strong creditor, acquiring the family property of others by way of sale, and based on conventional archival practice, acquiring property originally pledged upon non-payment by debtors. The appearance of clauses allowing for redemption by the debtor were read against this background. Given that these were contained in *mazzazānum* texts, it confirmed the obvious point that an actual debt – rather than simply hardship of the debtor – lay in the background. Redemption was naturally then dependent upon repayment, and so the capacity of the debtor to repay. The impotence of the debtors, commented on by Harris for Tutub, and inferred from the Mudādum texts, then became directly relevant for understanding redemption as a realistic means to recover family property. Given the strength of Mudādum as a creditor, it was also considered whether the redemption clauses could also be double edged, working also in his favour. This gained credibility when considering the so-called "look-clauses" that were in the pledge texts. The latter clauses have been interpreted by previous scholars as a tool for the creditor to take the pledged property upon default. In a similar fashion it is possible but by no means certain that the redemption clause, tied as it was to repayment, worked like this: in the event of non-payment, the right to obtain possession of the pledged property by redemption also fell away. Whether or not this is true, there was textual evidence for creditors putting limits on the traditional right of redemption. Tutub no. 82 contained an express limit on the exercise of redemption: the debtor, in order to redeem, had to repay with silver of his own. It is no coincidence that the texts of Mudādum and the Entum priestess/Sîn temple, which were in principle subject to redemption, were found in the creditors' archives. In particular for the Tutub texts, it joined the evidence from the rest of the archive that redemption, which supposed recovery from indebtedness, could also be a hollow right. The texts from the lower Diyala, belonging to a common scribal tradition, showed flexibility in how texts subject to redemption were composed. The form of sale, or of pledge, could be adopted for what in substance was the same arrangement. This inclusion of redemption in pledge texts turned out to be uncommon. The more established scribal pattern in archives from other localities, and in later periods, was for redemption to follow the form, and practices, of sale.

Chapter 4: Royally mandated return of property in Larsa: the content and legacy of Rīm-Sîn I's edicts

Redemption as a traditional right seen in the private archives had a royal analogue. Although not explicitly covered by the extant portions of the *mīšarum* MSS of the Babylonian kings, the archival record shows that kings from Babylon, and other

kingdoms in OB Mesopotamia, issued edicts requiring the return of sold property to their previous owners. Chapter 4 was taken up with the critical treatment of the first extant royal edict addressing the return of property, CUSAS 10 18. The chapter began with a philological and diplomatic analysis of the text that was found to support its classification as a "Type IIb" edict issued by Rīm-Sîn I of Larsa. Such is the archival record from Larsa that this new finding could be read against the background of archives stemming from Rīm-Sîn I's Larsa, in which a series of edicts were issued during his reign mandating the return of property. CUSAS 10 18 was witness to the royal provisions that triggered the outcomes on the ground. Joining a product of the royal chancellery and the private archives in this way both confirmed and refined the picture in both directions. Assuming CUSAS 10 18 to be representative of the other edicts of the same type issued by Rīm-Sîn I, the archival texts showed some flexibility in the application of the provisions of the royal measure, property was not always returned. Yet, the royal measure could address the specifics of ground level practice to a remarkable degree. A clog in the straightforward return of property, by building on ruined or vacant property in the meantime, was attested in the archival texts. CUSAS 10 18 showed that it was enough of a feature to attract specific provision in the edict: where a buyer built upon and so radically altered the property after purchasing it, he had to return like-for-like property according to the provisions of §4 of CUSAS 10 18. We could not tell when such a provision may have been written into the royal edict, but it had an afterlife, beyond Rīm-Sîn I's reign, that had wider implications than for the kingdom of Larsa under his rule. This involved reading CUSAS 10 18 together with SAOC 44 22, a text from the dossier of a former Larsa resident who later arrived in Nippur, and whose career spanned the end of Rīm-Sîn's reign into at least the early years of Samsu-iluna's reign. Textual reconstruction and parallels between the two texts indicated that Samsu-iluna had adopted in his own edict upon his accession provisions that are best seen as coming from Rīm-Sîn's chancellery. In my view, this adoption of the conquered king's edict was a policy that began with the well known issuance of an edict by Ḫammurabi for Larsa, upon Larsa's annexation. It showed a remarkable concession to Larsa norms, and for Larsa residents, and was more than a one-off gesture. This evidence for concession, or continuity, was then shown to be in keeping with other evidence for how Babylon's king and governors ruled Larsa in the aftermath of its annexation, particularly in how they respected particular traditional property rights.

Chapter 5: Studies in the redemption of persons

Whereas chapters 1 to 4 considered redemption of property, broadly conceived, chapter 5 approached the related subject of redemption of persons with a series of studies focused in particular on terminology. Although aspects of the redemption of persons showed it to be an expression of the same traditional right seen in chapters 1-3, the terminology and practice of the redemption of persons had its own distinctives. This chapter began by observing how differing historical realities lay behind the texts employing the term *iptirum* "redemption money". The term was frequently used to refer to the money given for the recovery of a person taken captive in hostile territory or as a result of war, in which case a translation "ransom (money)" was also justified. It could also apply to (financial?) claims in which the freedom of the 'debtor', and his family members was at risk. It was also used in some texts to refer to the redemption money given for the redemption of property. When the release of persons was in view, the occurrence of *iptirum* was not then decisive for the question of whether conventional redemption from debt or the ransom of a prisoner or captive was in

view. A refugee could be found in home territory again, and the line between ransom and redemption could at times be hard to draw, not only lexically. Redemption of persons, a traditional right to recover someone who lost their freedom on account of an underlying unpaid debt, attracted by analogy other kinds of liability akin to debt, with similar consequences for persons' loss of freedom. The chapter continued with a philological treatment of two terms denoting such a liability but for which there exists residual uncertainty as to their meaning. The term *e'iltum*, studied in legal, administrative and epistolary contexts was found to mean "(economic) liability". This was a broad confirmation of the dictionary meaning assigned to it in these contexts. Its proximity to debt in the way it could be settled, and in the fact that money, objects, property or persons could be handed over against it, explained its inclusion by analogy in the royal sources dealing with redemption of persons. Despite this clarity, aspects of the term remain uncertain. Exactly how it arose is unknown, and the evidence from the Ur-Utu archive that awaits full publication urges caution in reading it narrowly in all contexts, including epistolary ones, as a purely economic liability. Then, a study of the term *kiššātum* sought to refine its meaning by paying attention to a small group of texts that inform us best about its background: it was a penalty exaction that arose as a result of the theft or culpable loss of goods. It could be settled in money terms, apparently in kind, or most vividly by the handing over of persons against the liability (*ana kiššātim*). The common occurrence of this last scenario in the texts had led to the term's direct equation with "service, servitude" (Kraus' *Dienstbarkeit*) although this meaning was not without its problems in a small number of the texts. It is impossible on current knowledge to decide whether a meaning "exaction" (also deriving its meaning from the related verb *kašāšum*) or the more specific "service" best reflects the nuance of the term *kiššātum*. It is clear, however, that the liability it denoted, as something that could be monetized, and against which someone could be handed over, was analagous to debt, and similarly subject to redemption. As with the study of *e'iltum*, the application of the Babylonian *mīšarum* edicts to persons subject to this liability reflected the archival evidence, that *kiššātum* as a liability shared affinity with debt in the problems it could pose for the freedom of persons and the possibility it gave for redemption. The study of terminology continued with a treatment of *nepûm* "distrain" and *nipûtum* "distrainee", reflecting an institution of custom that was widespread in OB Mesopotamia but with a precise background. To distrain (*nepûm*) was a tactic, whereby a creditor could pressurize a debtor for remaining debt by seizing members of his household until payment was made. This was not a pledge, nor security, and nor was it a penalty (*kiššātum*). In this section, further ground was cleared to show the slightly different perspective of distraint in a scholastic context, and also in a more official setting. The final part of the chapter returned to the archival setting for redemption, presenting evidence for apparently more conventional redemption of persons attested in the private archives. The sources, excluding those dealing with the ransom/redemption of prisoners, were more limited. The ambiguous background of the term *ipṭirum* was encountered again in a new text from Sippar (BM 80107/8), presented here, where "redemption money" appeared in a context of the settlement of a claim of an unknown nature but which certainly threatened or had the potential to threaten the person originally liable, as well as members of his family. The security of this family, and their protection from future claims was cemented by the issuance of the 'tablet of no-claim' (*ṭuppi lā ragāmim*).

6.2 Research aims revisited

There were three research aims of this study. Firstly, to trace the operation of redemption of property chiefly within its archival context in such a way as to show the variety of scribal conventions and social realities behind the practice, including the protection of the *bīt abim* 'paternal estate'. In order to do so, chapters 1 to 3 reconstructed individual dossiers and archives, and interconnected archives, to show how this single traditional right could be variously exercised, challenged and documented. The variety was seen to reflect not only local scribal norms, but by the profile of the protagonists, the wider interests and milieu of the redeeming parties. Redemption relied on a bigger network of factors if it was to be exercisable in practice. Secondly, as a development of this, to contribute to an understanding of royally mandated redemption in this period by the critical treatment of a text as the first extant Old Babylonian example of such a royal edict. Chapter 4 met this research aim with a specific contribution to the subject of royal edicts. It showed that this royally mandated return of property was taken up by Rīm-Sîn I as a central part of his royal prerogative. Any traditional expectations of ideal kingship that could explain this were likely coupled with the practical reality on the ground that loss of property rights had become a growing issue, as the counterpoint to the growing prosperity of Larsa's merchants. Here it was conceivable that this redemption by decree came to be used as a political tool by Rīm-Sîn I. There was then an historical particularity to Rīm-Sîn's exercise of this version of forced redemption, one that was found to have an afterlife under Babylonian rule. The third research aim sought to contribute to the subject of redemption of persons by tracing the operation of redemption of persons both in an archival context and by philological treatment of technical terminology related to the redemption of persons. Chapter 5 achieved this in particular by means of the study of technical terminology associated with redemption, whereby *e'iltum* and *kiššātum* denoted distinct liabilities that were analogous to debt in the possibility of being settled by money or in kind, and in the possibility of a liable person or his family member(s) being handed over against this liability. To these liabilities, traditional redemption extended by analogy. The survey of archival evidence for the conventional redemption of persons from debt liabilities, though sparser in the record, included a new text from Sippar which both showed how the payment of redemption money and the settlement of outstanding claims deployed all the features of permanent title deeds in Sippar at that time, while not stating explicitly the specific nature of the underlying claims.

6.3 Outcomes of this study

6.3.1 The importance of the paternal estate, family ties and rights to inherit

The "paternal estate" (*bīt abim* / é ad-da), as one of the most prominent social institutions in OB Mesopotamian society, underpinned the practice of redemption. The concept of the paternal estate was multi-layered, and bound up with a set of familial, ancestral and cultic responsibilities. While we can suppose that this social reality in its fullest sense drove the maintenance and provision of traditional redemption of the paternal estate, the redemption texts and archives of chapters 1-2 in particular documented for us a particular and concrete manifestation of this social reality: property. More specifically, heritable property. The *bīt abim* in the context of

redemption here found concrete expression in the property that was capable of being received by means of inheritance or outright purchase/transfer, and which was also capable of being passed on by the same means. This strongly familial context to the *bīt abim* and redemption explains not only intra-familial disputes over redeemed property, but accounts for the collective action that can be glimpsed in individual dossiers whereby redemption is facilitated by several family members. While family affiliation was somewhat harder to discern in the dossiers from OB Nippur (chapter 1), this was on account of several interim transfers of the property where, without the original sale text, the connection between original seller and redeemer was obscured. Yet, the importance of family affiliation was glimpsed in the Nuska-nīšu dossier, and, if OIMA 1 48 is correctly identified as a redemption text, in the case of Damu-iddinam where his affiliation to the Aba-kala branch of the Ninlil-zigu family, from where the property had been sold, was crucial. The family connection between original seller and redeemer emerged more clearly in the material from Sippar, and also in MDOG 38 p. 8 (Babylon), and DCS 97 (Maškan-šāpir (?)) and these family connections made best sense in light of the fact that the *bīt abim* was heritable property. Thus, in the Amat-Šamaš dossier, Šallūrtum's redemption of her father's field (MHET II/1 41) comprised his inheritance share that Šallūrtum in her own turn could testate to Amat-Šamaš (MHET II/1 89). This explained the contesting of the redeemed property in MHET II/1 41 and CT 45 3, the claims were brought by would-be heirs of the property already redeemed. The definition of the paternal estate as heritable property was illustrated well by CT 45 62 where the transmission of the property down three generations, from Nūratum senior to Nūratum junior, his great-grandson, can best be explained as the passage by several channels of heritable property belonging to the *bīt abim*. The ultimate redemption by Nūratum of the paternal estate involved him acquiring family property that he was entitled to receive as an inheritance.

This is important for our reading of redemption one or more generations after the original sale. From the perspective of the redeeming family, there is no reason to assume that a right to redeem property rested on anything other than a right to inherit. The text of CT 45 62 also illustrated well how the driving force of the *bīt abim* encouraged the use of redemption in a setting where the property had passed outside the strict linear male line of descent by means of an installation gift to a *nadītum* woman. It reverted to her brothers and the ultimate 'redemption' of the property reflected not only the importance of *Nacherbe* in retaining reversionary title to the property in certain cases when it was gifted to a female family member, but in the perception that it needed to be made subject to a process of redemption. The redemption was apparently employed because the gift to Šāt-Aja the *nadītum* family member, though not taking the property outside the family circle strictly speaking, did remove it from the male line of inheritance.

Though redemption by royal decree had distinctives, examined on the basis of Rīm-Sîn I's edicts in the OB kingdom of Larsa, the edict text itself confirmed the understanding of royally mandated return of property as an analogous expression of the traditional right of redemption. The importance of the family estate could be inferred not only from the generalized reversal of alienation of (family) property but from the particular application to a permanent field (*eqel dūri*(*m*)), for this designation had clear semantic overlap with the notion of *bīt abim*. As with the archival texts in chapters 1 and 2 especially, the right of a person to avail themselves of the edict

provisions rested on their right as heir of that property, if the original seller had died in the interim. TS 58 illustrates this neatly when the claim to benefit from a redemption decree issued by Rīm-Sîn (albeit the text was dated later, to 4/VII/ Ḫa 41[823]) turned on the testimony that the individual in question was indeed a(n adopted) son of the original seller (TS 58:10-12). As with traditional redemption, the right as an heir to the heritable property was crucial for the right to benefit from the edict. Nor should the background of *bīt abim* be separated from the phenomenon of traditional redemption of persons from debt and debt-like liabilities. We can suppose that redemption of persons reflected the same motivation to maintain the integrity of the paternal estate, inclusive as it was of the household broadly conceived. The documentation of BM 80107/8 in the form a permanent title deed more familiar from permanent transfers of property than the settlement of (financial) claims provides indirect support for this. It was more than a mere quittance and protected permanently the family members of the person originally subject to the claims from future risk of liability and one that would potentially lead to their loss of freedom. Though not explicit in the text, we can suppose that protection of the unity of the *bīt abim* was not simply a matter of protecting property.

6.3.2 Trusted networks, the possibilities and the limits of redemption

While the immediate family circle was crucial in the practice of redemption, the archival texts bearing on redemption allowed us to explore an aspect that took us beyond this to the presence of trusted networks and trusted counterparties. This was most striking but by no means limited to the archives from Nippur. Although not all dossiers from Nippur allowed us to see the point when the property left the family circle by way of sale, it was clear from a number of the redemption texts that some of the previous or penultimate transfers did not take place, as far as prosopography could confirm, among family members of the ultimate redeemer. However, this did not speak against the reality of the paternal estate and the ultimate redemption as bringing back within the original family circle heritable property. Rather, it opened up an important perspective on how redemption could work so effectively at this time in Nippur. The interim holder of prebends, when not related by blood to the ultimate redeemer, was a suitable and trusted holder of the property on other grounds. At least they would have had to satisfy the fitness requirements of the temple complex concerned. This already required a degree of social affinity that explains how a series of non-familial interim holders of the prebends could still form a trusted network. Therefore, asserting the face value nature of the paternal estate in this context did not preclude that the whole process of redemption was dependent upon a trusted social network in which property could make its way back to the ultimate redeemer (and thus family circle) via several interim holders. Even without the coherence of the priestly networks seen in Nippur, the evidence of chapter 2 pointed to the idea that trusted counterparties played an important role in the process of redemption in propertied circles. From the Amat-Šamaš dossier, the sale by two brothers of inheritance property to Āmur-Sîn, and subsequent redemption from him and later from his wife, indicated an unspecified connection and trust between the selling family and Āmur-Sîn. Fresh evidence in the future may show him to be a blood relative of the Ilī-ḫamad family, but on current knowledge he appears to be a trusted

[823] The first case (TS 58:1-13) was heard during the reign of Rīm-Sîn.

person outside the immediate family line. This evidence combined with the sale to and subsequent redemption from known neighbours was in stark contrast to the dynamic at play in the archives of chapter 3, where a more uniform relationship of creditor-debtor lay behind the sale of family property. Absent here was a network of trusted counterparties who were found, among the propertied urban elites of Nippur and Sippar, to be holding family property on behalf of the selling family. Instead, the relationship of creditor-debtor dictated the possibilities and it seems, the limited right of redemption.

6.3.3 Scribal habits and chains of transmission

Studying the texts and archives from different localities allowed both scribal variation and consistency to emerge. Yet, not all parts of the "cycle" of redemption had distinctive scribal markers. The record of when property left the family estate by way of sale (but still redeemable) was not always available in dossiers in which property was finally redeemed. Despite this, the reconstruction of certain dossiers in chapters 1 and 2 indicated that the original sale of property, though shown later to have been redeemable, was originally documented as a conventional sale. No evidence was found suggesting a scribal practice of including an express textual marker stating that the seller's family could later redeem. For example, the Šallūrtum and Namija dossier indicated that the original transfer was made by sale for full price. If this first stage in the "cycle" of redemption was difficult to track, there were clear scribal markers in the actual redemption text itself. This was marked not only by a redemption clause employing verbal and/or nominal forms derived from the root PṬR (du_8), but in a number of cases by the documenting of earlier transactions prior to the redemption itself. Most obvious was the convention of scribes in the priestly archives from Nippur in the time of Samsu-iluna. When property was being redeemed there, the scribes were careful to record one step back in the chain of transmission, what could be described as penultimate transfer. The scribal forms in Nippur had their own distinctives, but this habit was comparable to that in other archives from other sites, including Sippar, Babylon and the site from which DCS 93 stems (Maškan-šāpir (?)). This was interpreted as reflecting a need to record a full or, in the case of Nippur, an abridged chain of transmission. It indicated that redeemed property had an unusual pre-history. It was concluded that either the chain of transmission had been broken because (1) the redeemer would not necessarily receive all the title deeds on account of several intervening transfers by the loss of title deeds, or (2) the redemption text could be seen as a fresh or updating title deed. As such the scribal forms adapted by the scribes, and the conventions relating to chains of transmission, were not only textual phenomena. The inclusion of the redemption clause itself showed that redemption never lost its distinctiveness as a transaction in which something more unusual than conventional sale was taking place: a person was recovering part of their heritable estate that had left their possession. Nor was the scribes' clear adaptation of sale forms simply a matter of convenience. Documenting the transactions as sales made sense for the interim holders of property, who had good title to the property at least as regards other third parties. The close affinity between sale forms and the final redemptive transaction was also appropriate: the redemption was achieving a permanent return of the property into the hands of the redeeming party. It therefore functioned as a title deed in precisely the same way as a sale deed.

6.3.4 The place and importance of 'redemption by royal decree'

The new classification of CUSAS 10 18 yielded the first example of an extant Type IIb edict from Old Babylonian Mesopotamia. It had been issued late in the reign of Rīm-Sîn I by that king, and provided a close match with the archival material stemming from Rīm-Sîn's Larsa. The same archival material testified to a particular background against which the edict(s) of Rīm-Sîn's time were applied: in buying up a number of adjoining plots certain merchants of Larsa had sought to build prestige residences, and upon the application of the edict(s) had to return property or money to the earlier sellers. This well attested application of Rīm-Sîn I's edicts raises the possibility that it it became not only a vehicle of social equity but an expression of political power by the king exercised in the midst of an increasingly strong and prosperous merchant class. This possibility, however, requires further study of the nature of the relations between the merchants and the palace in Rīm-Sîn's Larsa. As noted above, combining the archival evidence with the text of CUSAS 10 18 supported the idea that the Type IIb edicts were intended to effect by decree what the traditional right of redemption sought to achieve: the restoration of the paternal estate. As an expression of royal prerogative, this was of high antiquity but the edict tradition of Rīm-Sîn's reign showed that it could also be used to meet particular difficulties on the ground, at particular times. In discussing the technical terminology relating to redemption of persons in chapter 5, §§20-21 of the edict of Ammi-ṣaduqa was also found to reflect archival practice on the ground and was a royal version of the traditional right of redemption (of persons). Both facets of the traditional right of redemption, both redemption of property and persons, were therefore reflected in a parallel tradition of royal acts and sources. The edict of Rīm-Sîn I reflected in the text of CUSAS 10 18 was found to have had an intriguing legacy. Combining the text with that of SAOC 44 22 it was argued that Samsu-iluna, and Ḫammurabi before him had incorporated provisions from Rīm-Sîn I's edict tradition. Aspects of the edicts of Rīm-Sîn I became a political tool of a different kind in the hands of Larsa's Babylonian conquerors. Such an adoption of Rīm-Sîn's edict provisions, far from being an anomaly, chimed with other aspects of Babylon's policy on the ground. This was seen most clearly in the respect given to the ancient property holdings of Larsa residents. Such a policy and the explicit adoption of the provisions of Rīm-Sîn's edicts can be seen as an instance of royally sponsored pluralism, preserving aspects of the old laws and customary practices prevailing under the former ruler, albeit for pragmatic ends.

6.3.5 Redemption as an interdependent right

The character of redemption as a kind of purchase, albeit distinctive, relied upon the well-established textual and archival traditions surrounding the sale and transmission of property. Conventions of transmission and inheritance meant that property could be passed outside the family circle for more than a generation and be redeemed by subsequent generations provided it was a rightful heir. Observations about the value of a trusted network reflected a degree of dependence on outside parties, at least where property was concerned: the property was transferred outside the (immediate) family circle for a time. A cumulative picture of sales outside the family to the same individual (Šallūrtum and Namija dossier), or to neighbours, or within a closed social network (Nippur), suggests that redemption relied on trusted counterparties if it was

to work effectively. The fact remains that we are ill-informed about the nature of a "right" of redemption, and how much the subsequent transaction relied upon the goodwill of the party in possession. The dependence of redemption on a wider network was seen in the negative particularly in chapter 3. In contrast to the propertied urban elites of Nippur, Sippar, or Babylon, a conventional relationship of creditor-debtor could dictate the possibilities and limits of redemption by a debtor. This picture relied upon more than an inference from the social profile of the creditors and the presence of pledge documents in their archives. It was matched by the terms of the texts themselves. While the import of the look-clause was ambiguous, and it was hard to tell if the inclusion of a right to redeem itself may have been double-edged, favouring the creditor in the event of forfeiture, there were concrete indications of creditor-favouring terms. The ability of creditors to take possession and the usufruct of a pledged piece of land while the debtor remained responsible for fulfilling its associated *dikûtum*-service showed the difficulties faced by a debtor. He could be left with all the responsibilities and none of the rights attaching to land upon which he presumably depended for subsistence. More specifically related to redemption, Tutub no. 82 showed the express limitation of redemption. By ruling out the redemption by the silver of a third party, perhaps to protect the creditor from inadvertently finding himself liable to that third party, it certainly meant that the debtor's possibilities of redemption were diminished. From the perspective of these creditor archives, redemption appeared as both an express but a hollow right. It was hardly a coincidence that in the same archive (Sîn temple Tutub), evidence for the self-sale or sale of family members provided the background against which we ought to understand the need – but limits – of a right of redemption that extended also to persons. Although redemption as a traditional right was of high antiquity, its survival and availability in so many different settings, and for so long, also depended upon a host of other factors.

Abbreviations

AASOR	Annual of the American Schools of Oriental Research
AbB	Altbabylonische Briefe in Umschrift und Übersetzung. Leiden.
AfO	Archiv für Orientforschung. Berlin; Graz; Wien.
AHw	W. von Soden, Akkadisches Handwörterbuch, Wiesbaden, 1959-1981.
Amurru	Amurru. Paris.
AOAT	Alter Orient und Altes Testament. Veröffentlichungen zur Kultur und Geschichte des Alten Orients und des Alten Testaments. Kevelaer, Neukirchen-Vluyn.
AoF	Altorientalische Forschungen. Berlin.
AOS	American Oriental Series
ARCHIBAB	Archives Babyloniennees (XX^{e}-XVII^{e} siècles av.J.-C.) (www.archibab.fr)
ARCHIBAB 1	L. Barberon, Les religieuses et le culte de Marduk dans le royaume de Babylone, Paris, 2012.
ARCHIBAB 3	B. Fiette, Le palais, la terre et les hommes:la gestion du domaine royal de Larsa d'apres les archives de Šamaš-hazir, Paris, 2018.
ARN	M. Çığ, H. Kızılyay, F.R. Kraus, Altbabylonische Rechtsurkunden aus Nippur, Istanbul 1952.
AS	Assyriological Studies. Chicago.
ASOR	American Schools of Oriental Research
BAH	Bibliothèque archéologique et historique. Paris.
BaM	Baghdader Mitteilungen. Berlin. Mainz.
BAP	B. Meissner, Beiträge zum altbabylonischen Privatrecht, AB 11, 1893.
BBD	E. Grant, Babylonian Business Documents of the Classical Period, Philadelphia, 1919.
BBVO	Berliner Beiträge zum Vorderen Orient
BDHP	L. Waterman, Business Documents of the Ḫammurapi Period from the British Museum, London 1916.
BE	The Babylonian Expedition of the University of Pennsylvania, Series A: Cuneiform Texts. Philadelphia.
BiMes	Bibliotheca Mesopotamica.
BIN	Babylonian Inscriptions in the Collection of James B. Nies, Yale University. New Haven, London.
BiOr	Bibliotheca Orientalis. Leiden.
Boyer, Contribution	G. Boyer, Contribution à l'histoire juridique de la 1re dynastie babylonienne, Paris 1928.
BRM	Babylonian Records in the Library of J. Pierpont Morgan. New Haven.
BSA	Bulletin on Sumerian Agriculture. Cambridge.
CAD	The Assyrian Dictionary of the Oriental Institute of the University of Chicago. Chicago.
CDLI	Cuneiform Digital Library Initiative.
CDLJ	Cuneiform Digital Library Journal.
CT	Cuneiform Texts from the Babylonian Tablets in the British Museum. London.

CUSAS	Cornell University Studies in Assyriology and Sumerology
DCCLT	Digital Corpus of Cuneiform Lexical Texts (http://oracc.org/dcclt)
DCS	D. Charpin & J.-M. Durand, Documents cuneiforms de Strasbourg conservés à la Bibliothèque Nationale et Universitaire, Tome I, Paris, 1981.
HG V	J. Kohler, A. Ungnad, Hammurabi's Gesetz V: Übersetzte Urkunden, Verwaltungsregister, Inventare, Erläuterungen, Leipzig 1911.
HG VI	P. Koschaker, A. Ungnad, Hammurabi's Gesetz VI: Übersetzte Urkunden mit Rechtserläuterungen, Leipzig 1923.
JAOS	Journal of the American Oriental Society. New Haven.
JCS	Journal of Cuneiform Studies. New Haven.
JEOL	Jaarbericht van het Vooraziatisch-Egyptisch Genootschap "Ex Oriente Lux". Leiden.
JESHO	Journal of the Economic and Social History of the Orient. Leiden.
JNES	Journal of Near Eastern Studies. Chicago.
MHET I/1	K. Van Lerberghe and G. Voet, Sippar-Amnānum: The Ur-Utu Archive. Mesopotamian History and Environment Series III Texts Volume I. University of Ghent. Ghent 1994.
MHET II/1	L. Dekiere, Old Babylonian Real Estate Documents from Sippar in the British Museum. Mesopotamian History and Environment Series III Texts Volume II. Part 1: Pre-Hammurabi Documents. University of Ghent. Ghent 1994.
MHET II/2	L. Dekiere, Old Babylonian Real Estate Documents from Sippar in the British Museum. Mesopotamian History and Environment Series III Texts Volume II. Part 2: Documents from the Reign of Hammurabi. University of Ghent. Ghent 1994.
MHET II/3	L. Dekiere, Old Babylonian Real Estate Documents from Sippar in the British Museum. Mesopotamian History and Environment Series III Texts Volume II. Part 3: Documents from the Reign of Samsu-iluna. University of Ghent. Ghent 1995.
MHET II/4	L. Dekiere, Old Babylonian Real Estate Documents from Sippar in the British Museum. Mesopotamian History and Environment Series III Texts Volume II. Part 4: Post Samsu-iluna Documents. University of Ghent. Ghent 1995.
MHET II/5	L. Dekiere, Old Babylonian Real Estate Documents from Sippar in the British Museum. Mesopotamian History and Environment Series III Texts Volume II. Part 5: Documents without date or with date lost. University of Ghent. Ghent 1996.
MHET II/6	L. Dekiere, Old Babylonian Real Estate Documents from Sippar in the British Museum. Mesopotamian History and Environment Series III Texts Volume II. Part 6: Documents from the Series 1902-10-11 (from Zabium to Ammi-ṣaduqa). University of Ghent. Ghent 1997.
MSL	Materials for the Sumerian Lexicon.
NABU	Nouvelles Assyriologiques Brèves et Utilitaires. Paris.
NAPR	Northern Akkad Project Reports, Mesopotamian History and Environment Series I. Ghent.
OBMC	Old Babylonian Model Contracts (http://oracc.org/obmc).
OBO	Orbis Biblicus et Orientalis. Freiburg; Göttingen.
OECT	Oxford Editions of Cuneiform Texts. Oxford.

OIMA	The Oriental Institute of the University of Chicago. Microfiche Archives. Chicago, London.
OIP	Oriental Institute Publications. Chicago.
OLA	Orientalia Lovaniensia Analecta. Leuven.
OLP	Orientalia Lovaniensia Periodica. Leuven.
OLZ	Orientalische Literaturzeitung
PBS	Publications of the Babylonian Section. University of Pennsylvania. The University Museum.
PIHANS	Uitgaven van Het Nederlands Historisch-Archaeologisch Instituut te Istanbul. Leiden.
PIPOAC	Publications de L'Institut du Proche-Orient Ancien du Collège de France.
RA	Revue d'Assyriologie et d'Archéologie Orientale. Paris.
RlA	Reallexikon der Assyriologie und Vorderasiatische Archäologie.
SAOC	Studies in Ancient Oriental Civilization. Chicago.
SD	Studia et documenta ad iura Orientis antique pertinentia. Leiden.
TCL	Textes cuneiforms. Musée du Louvre. Paris.
TBR	D. Arnaud, Textes syriens de l'âge du Bronze recent, AuOr. Supplementa 1, Barcelona 1991.
TEBA	M. Birot, Tablettes économiques et administratives d'époque babylonienne ancienne conservées au Musée d'Art et d'Histoire de Genève. Paris 1969.
TIM	Texts in the Iraq Museum. Baghdad; Wiesbaden; Leiden.
TLB	Tabulae cuneiforms a F.M.Th. de Liagre Böhl collectae. Leiden.
TMH	Texte und Materialen der Frau Professor Hilprecht-Sammlung.
TPAK	C. Michel-P. Garelli, Tablettes paléo-assyriennes de Kültepe, 1 (Kt 90/k), Paris 1997.
UCP	University of California Publications in Semitic Philology. Berkeley.
UET	Ur Excavations. Texts. London
UM	(Collection of) University Museum, Philadelphia.
VAT	Vorderasiatische Abteilung T(h)ontafeln. Berlin.
VS	Vorderasiatische Schriftdenkmäler der königlichen/staatlichen Museen zu Berlin. Leipzig; Berlin; Mainz.
WZKM	Wiener Zeitschrift für die Kunde des Morgenlandes. Wien.
YBC	Yale Babylonian Collection. New Haven.
YOS	Yale Oriental Series, Babylonian Texts. New Haven.
ZA	Zeitschrift für Assyriologie und Vorderasiatische Archäologie. Berlin, New York.

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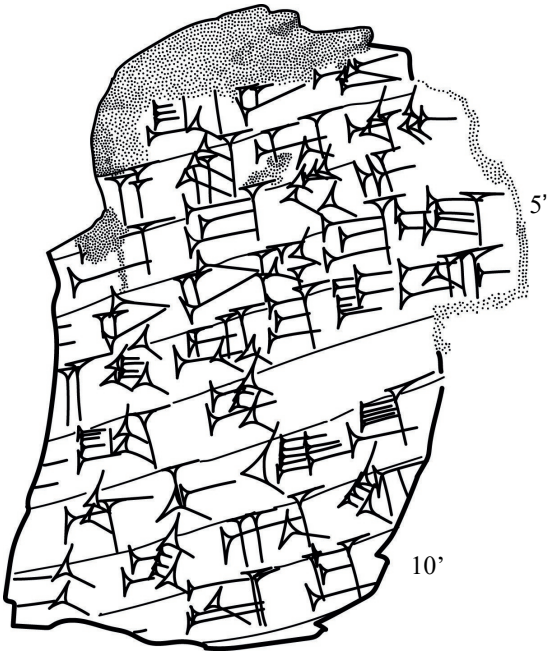
BM 22630 PLATE I



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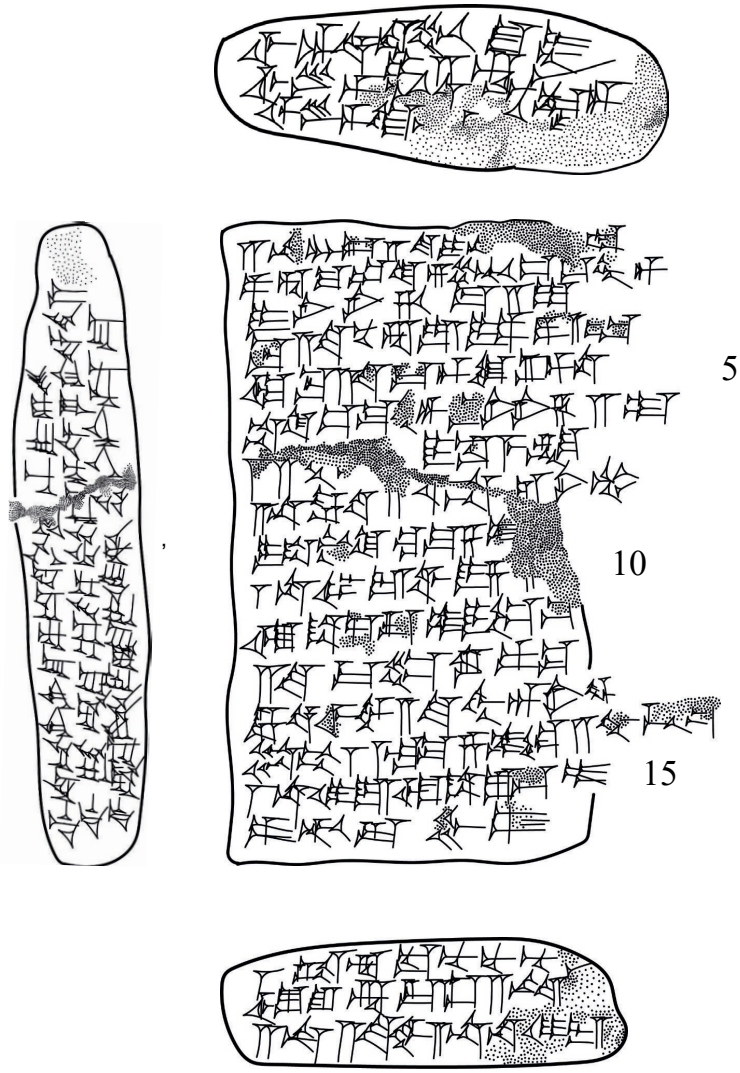

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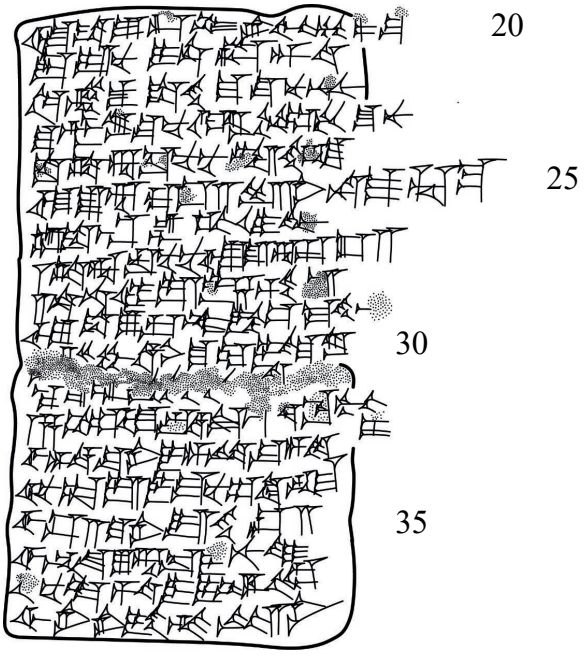

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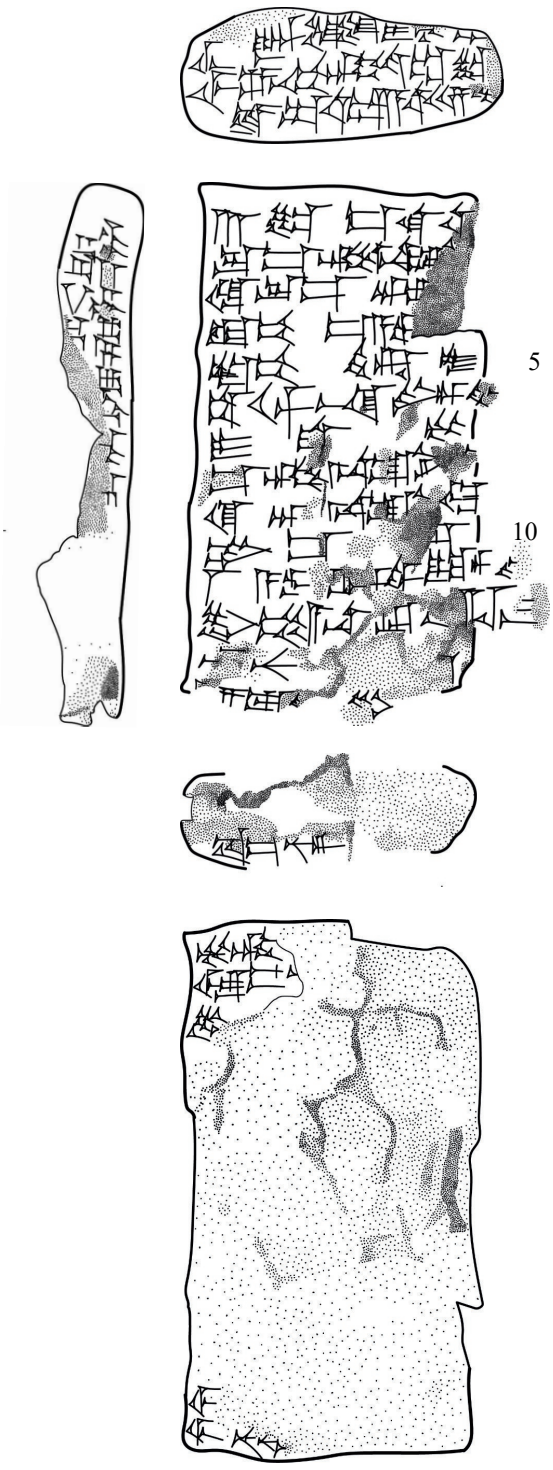

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BM 80107 PLATE VIII

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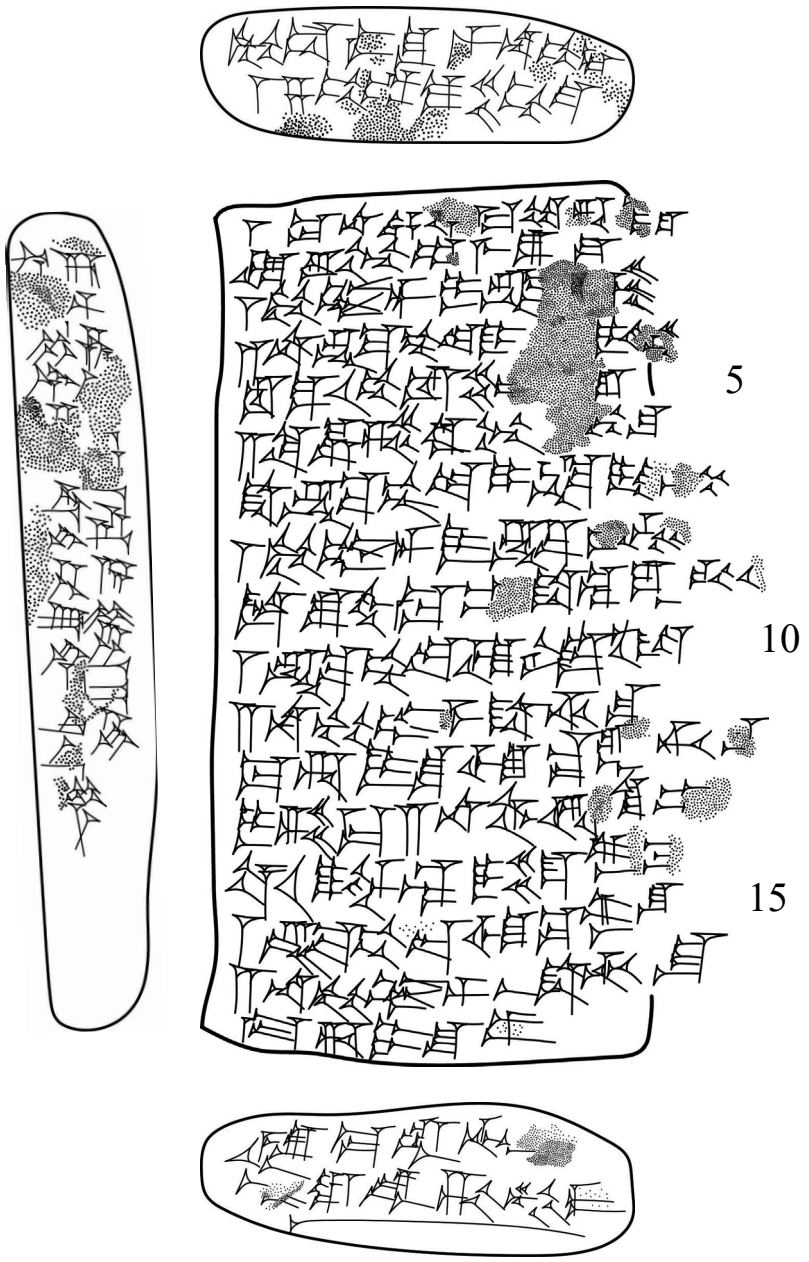

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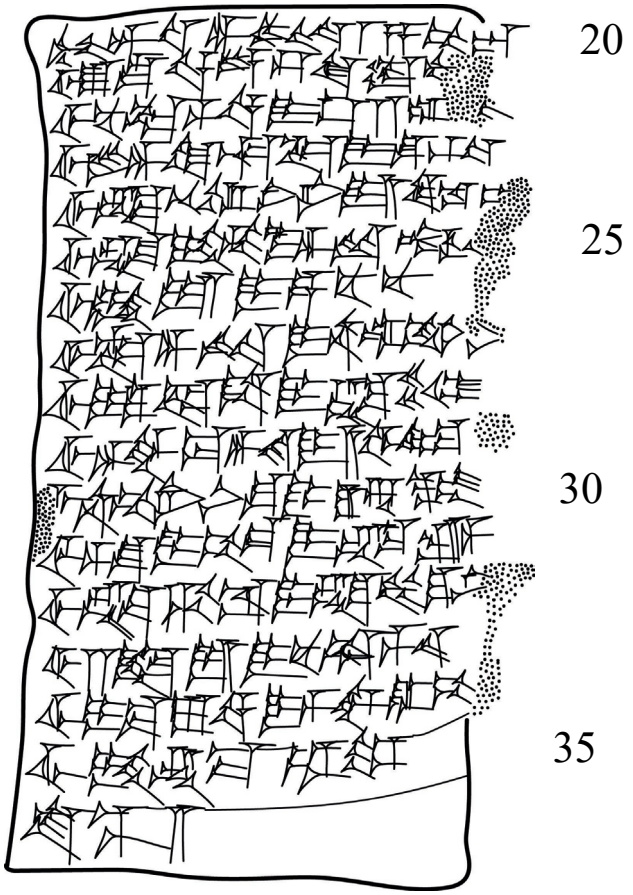

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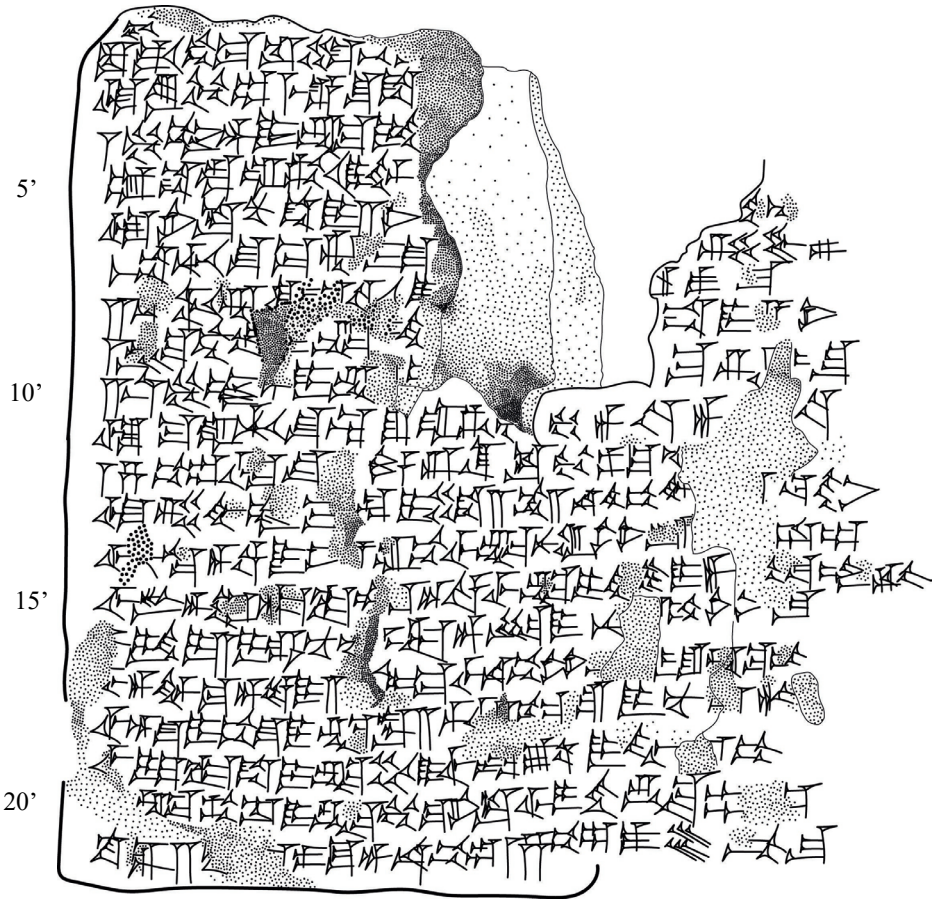

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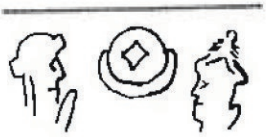
Seal Impressions



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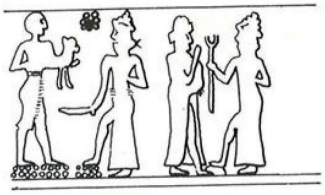

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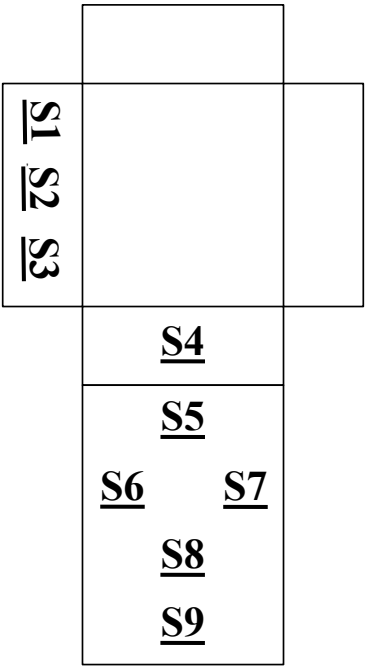

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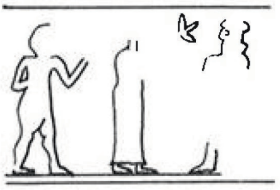

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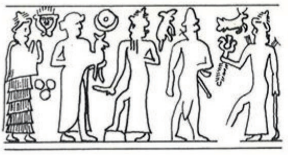

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S9

Redemption in the Old Babylonian Period: Texts, Archives, Practice

Summary

This thesis is a study of redemption as it was practiced in Mesopotamia in the Old Babylonian period (ca. 2000-1600 BC). Redemption refers to the recovery of persons or property previously sold, pledged, or exchanged. The topic is important for two reasons. Firstly, redemption offers a unique window on one of the most prominent institutions of Mesopotamian life, the 'paternal estate', or patrimony. It was normal to pass property down the generations and within the family circle, but redemption involves a remarkable break in this chain when property leaves the immediate family circle, only then to be restored. It therefore shows how family networks in early Mesopotamia protect this patrimony. Secondly, the topic takes on broader importance because it had a royal version. More than one Mesopotamian chancery took up the traditional right of redemption as a staple part of royal prerogative. This was done by means of royal restoration edicts. This double phenomenon, redemption by traditional right and redemption by royal edict, is here studied together to show how a tool of custom in the hands of private persons could also function as a tool of power and intervention in the hands of the king.

The study has three aims. First, to trace the working of redemption of property in its archival context in order to show the realities behind the practice. Second, to contribute to our understanding of redemption of property by royal edict. This involves a critical treatment of the first extant example of such an edict from early Mesopotamia. Third, to study the redemption of persons both in an archival context and by philological study of technical terminology.

The approach of this thesis is philological, to trace redemption by means of close study of the texts and archives in which it appears. While the focus of chapter 4 is on a single source stemming from the region of Larsa under the rule of Rim-Sin, its critical treatment includes the study of the wider contemporary archives in Larsa.

The thesis shows that redemption could be used to good effect within the shared social world of the Nippur priesthood against a background of crisis taking place during the reign of Samsu-iluna of Babylon (Chapter 1). Family property, in particular temple prebends, could be transferred to a number of buyers before being eventually restored to the original family circle. The practice was aided by the close social circles of the priests, and found expression in distinctive scribal markers recorded in the redemption text. The propertied families of Sippar, Babylon, Kutalla among other sites developed this picture (Chapter 2). The right to redeem could survive several generations, making it vital to establish family affiliation between redeemer and original seller. The dossiers stemming from early Old Babylonian Diyala reflected a different reality for redemption (Chapter 3). Here the thesis shows from the point of view of creditor archives how redemption could be limited. It depended then not only on a debtor's capacity to repay a loan and get back pledged property, but even the terms of the pledge could curtail the chances of such a redemption. Redemption then could be a hollow right.

On the subject of redemption of property by royal edict (Chapter 4), the thesis shows CUSAS 10 18 to be a witness to such an edict issued in the time of Rim-Sin I of

Larsa. This is based not only on aspects of the text itself, but its study in the context of contemporary archives from Larsa. This edict tradition in Larsa is also found to have an afterlife under Babylonian rule. Parallel wording appears in a citation from Samsu-iluna's edict issued upon his accession. It indicates that part of Rim-Sin I's edict tradition was borrowed and adopted by Larsa's new Babylonian rulers, after the annexation of Larsa under Ḫammurabi. Turning to the right of redemption affecting persons (Chapter 5), the thesis shows how redemption could apply to persons who had lost their freedom on account not only of debt but because of other kinds of liabilities. A philological study of certain technical terms showed how these liabilities could also trigger the possibility of redemption, both as a traditional right and by means of royal edict.

Samenvatting

Dit proefschrift is een studie van vrijkoping zoals die in Mesopotamië in de Oud-Babylonische periode (ca. 2000-1600 v.C.) voorkwam. Vrijkoping verwijst in dit proefschrift naar het terugkopen of terugvorderen van personen of bezit die eerder zijn verkocht, verpand of geruild. Vrijkoping is om twee redenen belangrijk. Ten eerste biedt het een unieke kijk op één van de meest prominente instituten van het oude Mesopotamië, namelijk het 'vaderlijk huis' en het onvervreemdbaar familiebezit dat hiermee geassocieerd werd. Wanneer bepaald familiebezit werd verkocht uit nood(zaak) was er een breuk in de transmissie ervan van generatie op generatie. Door vrijkoping van deze eigendommen kon deze breuk teniet worden gedaan. We kunnen dus zien hoe familienetwerken in het oude Mesopotamië samenwerkten om het bezit van hun 'vaderlijk huis' bijeen te houden. Ten tweede is het onderwerp van groot belang omdat de Mesopotamische koningen zich bemoeiden met het recht op vrijkoping. Een belangrijk koninklijk voorrecht was namelijk het verkondigen van restauratie-edicten waarbij verkopers hun verkochte (familie)bezit konden terugvorderen van de kopers. Dit dubbele fenomeen, vrijkoping onder gewoonterecht met betaling, én terugvordering onder koninklijk gezag zonder betaling, wordt hier bestudeerd om te laten zien hoe het gewoonterecht van particulieren ook kon functioneren als een koninklijk machtsinstrument.

Deze studie heeft drie doelen. Ten eerste, de vrijkoping van bezit in archieven te bestuderen om de realiteit achter deze praktijk te zien. Ten tweede, om bij te dragen aan ons begrip van de terugvordering van eigendommen door koninklijk bevel. Dit behelst een kritische behandeling van het eerst bekende voorbeeld van zo'n edict uit het oude Mesopotamië. Ten derde, om de vrijkoping van personen te bestuderen, zowel in een archiefcontext als door een filologische studie van specifieke terminologie.

De aanpak van dit proefschrift is filologisch, vrijkoping wordt dus bestudeerd door middel van een nauwkeurige bestudering van teksten en archieven. Hoewel de focus van hoofdstuk 4 ligt op één enkele tekst uit de regio Larsa, omvat de kritische studie ervan ook contemporaine archieven uit Larsa.

Het proefschrift laat zien dat vrijkoping een effectief middel was binnen de sociale wereld van de priesters in Nippur tijdens een crisis die plaatsvond onder Samsu-iluna van Babylon (hoofdstuk 1). Familiebezittingen, met name tempelprebendes, konden worden verkocht en overgedragen aan een koper voordat ze uiteindelijk werden vrijgekocht door de oorspronkelijke familie. Deze praktijk was mogelijk door de hechte sociale verbanden van de priesters, en werd uitgedrukt door specifieke zinsneden in de vrijkopingsteksten. De families met aanzienlijk bezit in onder andere Sippar, Babylon en Kutalla versterkten dit beeld (hoofdstuk 2). Het recht op vrijkoping kon verschillende generaties bestaan, waardoor het van vitaal belang was om een familieverband tussen de oorspronkelijke verkoper en degene die vrijkocht vast te stellen. De dossiers uit de vroeg Oud-Babylonische Diyala regio weerspiegelen een andere realiteit voor vrijkoping (hoofdstuk 3). Hier zien we vanuit het oogpunt van de archieven van crediteurs hoe vrijkoop kon worden beperkt. Debiteurs gaven namelijk hun bezit in onderpand voor een lening, de vrijkoping van dit bezit werd vaak opzettelijk bemoeilijkt door specifieke voorwaarden. Het recht op vrijkoping werd dus een dode letter.

Wat betreft de terugvordering van bezit door middel van een koninklijk edict (hoofdstuk 4), bewijst het proefschrift dat CUSAS 10 18 het eerst bekende voorbeeld is van een dergelijk edict. Het stamt uit de tijd van Rim-Sin I van Larsa. Het bewijs hiervoor is niet alleen gebaseerd op aspecten van de tekst zelf, maar ook op een studie van contemporaine Larsa archieven. De edict-traditie van Larsa blijkt ook een vervolg te hebben onder de latere Babylonische koningen. Parallelle bewoordingen uit het Rim-Sin I edict komen voor in een citaat uit Samsu-iluna's troonsbestijgings-edict. Het geeft aan dat een deel van de edict-traditie van Rim-Sin I werd overgenomen door Larsa's nieuwe Babylonische heersers, na de annexatie van Larsa onder Ḫammurabi. Wat betreft het recht op vrijkoping van personen (hoofdstuk 5), laat het proefschrift zien hoe vrijkoping van toepassing kon zijn op personen die niet alleen hun vrijheid hadden verloren vanwege schulden, maar ook vanwege andere soorten verplichtingen. Een filologische studie van bepaalde technische termen toont aan hoe deze verplichtingen ook de mogelijkheid van vrijkoping met zich meebracht, zowel als traditioneel recht en als invrijheidstelling door middel van een koninklijk edict.

Vertaling: Rients de Boer

Curriculum vitae

Stephen Moore was born on 20th April 1979 in Coleraine, Northern Ireland. After graduating from Coleraine Academical Institution he studied Law at the University of Durham (LLB, 2000) and Oxford (LPC, 2001). Upon qualification as a solicitor (2004) and following a short period of legal practice, he studied Theology and semitic languages from 2008-2013 (BA) and Assyriology at SOAS from 2013-2015 (MA). From 2016-2020 he pursued his PhD in Assyriology at the University of Leiden within the framework of a Gerda Henkel Stiftung PhD scholarship.