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

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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-Yahrūrūm (modern Tell Abu-Ḫabbah) 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-Sin. 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-muballit	The field referred to in MHET II/1 41 and previously redeemed, is gifted to the <i>nadītum</i> 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-ša ḥu-na-bu-[um]
 4' [ki] is-ma-aḥ-dingir
 5' [dum]u i-li-ḥa'-ma-ad []
 6' []a-mur-^den-zu dumu iš-me-^den-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 ... Amur-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	<i>a-na</i> 2 s[ar é-dù-a]
	2	<i>i-ta</i> é <i>ru-ba</i> -[<i>tum</i> ...]
	3	ù <i>i-ta</i> é <i>i-pi</i> - ^r <i>iq</i> -[...]
	4	<i>ša</i> ki <i>ba-za-zi-ia</i> dumu <i>ì-lí</i> -[<i>ha-ma-ad</i>]
	5	^p <i>a-mur</i> - ^d <i>en-zu</i> dumu <i>iš-me</i> - ^d <i>en-zu</i>
	6	<i>a-na</i> <i>ga-me-e-er-tim</i> <i>i-ša-mu-ma</i>
	7	^p <i>ša-lu-ur-tum</i> dumu-munus <i>is-ma-aḥ</i> -dingir
	8	ù <i>na-mi-ia</i> dam-a-ni
	9	é ki <i>a-m</i> [<i>u</i>] <i>r</i> - ^d <i>en-zu</i> <i>ip-tú-ru-ú</i>
	10	^p <i>ru-ba-tum</i> dumu-munus <i>ì-lí-ha-ma-ad</i>
	11	^p <i>hu-du-ul-tum</i> dumu-munus-a-ni
	12	ù <i>e-ri-ib</i> - ^d <i>en-zu</i> <i>e-m</i> [<i>u</i>]- <i>ša</i>
	13	<i>a-na</i> 2 sar é-dù-a
	14	<i>a-na</i> <i>ša-lu-ur-tum</i>
Lo.E.	15	ù <i>na-mi-ia</i> dam-a-ni
	16	<i>ir-gu-mu-ú-ma</i>
	17	<i>da-ia-nu</i> <i>dí-na-am</i>
Rev.	18	<i>ú-ša-ḥi-zu-šu-nu-ti-ma</i>
	19	<i>ba-aq-ru-šu-nu</i> ù <i>ru-gu-mu-šu-nu</i>
	20	[<i>n</i>] <i>a-ás-ḥu-ma</i> ^l <i>dub</i> <i>ša</i> <i>la</i> <i>ra-ga-mi-im</i>
	21	^p <i>ru-ba-tum</i> ^p <i>hu-du-ul-tum</i>
	22	ù <i>e-ri-ib</i> - ^d <i>en-zu</i> <i>e-mu-ša</i>
	23	<i>a-na</i> <i>ša-lu-ur-tum</i> ù <i>na-mi-ia</i>
	24	<i>i-zi-bu-šu-nu-ši-im</i>
	25	<i>ud-kúr-šè</i> <i>la</i> <i>i-tu-ru-ma</i> <i>la</i> <i>e-ra-ga-mu</i>
	26	<i>mu</i> ^d <i>utu</i> ^d <i>amar-utu</i> <i>sà-bi-um</i>
	27	ù ^{uru} <i>ud-kib-nun</i> ^{ki} <i>it-mu</i>
	28	[]
	29	[<i>ì-lí-h</i>] <i>a-m</i> [<i>a-a</i>] <i>d</i> [?]
		(remainder broken)
L.E.		<i>itu ezen-a-bi</i> <i>mu erim ud-unu</i> [<i>g</i> ^{ki}] ^{giš} <i>tukul</i> <i>ba-síg</i>

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-[ḥamad], 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-ḥamad, Ḥuddultum, 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, Huddultum and Erīb-Sin 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-h]ama[d]... ^(L.E.) Month 5, Sabium 5⁷.

Notes:

2: I restore as *ru-ba-[tum]*. Westbrook declines the name (*ru-ba-[tim]*).³¹⁰

3: The reading *i-pi-iq⁷*-[...] is preferable to *i-bi-n*[anna] (Westbrook³¹¹). There is not enough space for a divine determinative after BI.

4: Lexemes displaying a root HMD occur in Amorite names. Cf. *Ha-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 šmīšu gamrim* “for full price”.

20: Collation confirms the scribe wrote *šu* after the stative. Reading [n]a-ás-ḫu-ma¹ 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: *izibūšunūšim*).

LE: Difficulties in establishing with certainty the chronology of Sabium years 1-7³¹³ 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-ša *i-n*[*a qé-er-be*]-*et*^{*}
 2 *pa-ḥu-šú-um*^{ki} *zi-ti is-^rma^r-aḥ*-dingir
 3 *dumu i-lí-ḥa-ma-a-ad*
 4 *da a-ša nu-ri-ia* *dumu sa-sa-a^r sipa[?]*
 5 *ù da a-ša ur-^dnin-si⁴-an-na*
 6 *ša ki is-ma-^raḥ^r-dingir^r dumu^r i-lí-ḥa-<ma>-a-ad*
 7 ^P*a-^rmur^r-[^den-zu]* *dumu iš-me-^den-zu*
 8 *a-na kù-babbar^r a-na^r ga-m[e]-e^{*} -er-tim*
 9 *i-ša-mu ki la-ma-sà-tum [...]*
 10 ^P*na-mi-ia* *munus-dumu* (sic) *sà-^rsi^r-[ia]*
 11 *ù ša-lu-ur-tum* *dumu-munus is-^rma^r-[aḥ-dingir]*
 12 *a-ša ip-tú-ru-ú-ma*
 13 *kù-babbar ši-im^{*} a-ša-im an-ni-im^{*}*
 14 *li-bi^P la-ma-sà-tum* *dam a-mur-^den-zu^r*
 15 ^P*na-mi-ia* *ù ša-lu-^rur^r-tum*
 16 *ú-ṭi-ib-bu-ú*
- Lo.E. 17 ^P*ta-ri-iš-nu-nu* *nu-^rx^r*
 18 *ù e-ri-ib-é-a* *šeš-a-[ni]*
 19 *a-na a-ša-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 *dī-nam ú-ša-ḥi-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-ḥu-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-^ria^{*}*
 29 *ù ša-lu-ur-tum* *dumu-munus^{*} is-ma-aḥ-[dingir]*
 30 *^ri[?]-^rzi^r-bu* *ud-kúr-šè la i-tu-ru [(...)]*
 31 *^rla e-ra-ga-mu^r* *^rmu^dutu^r [^d...]*
 32 ^P*sà-bi-um* *ù^{uru}ud-kib-^rnun^{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-iš₈-tár*
 38 *igi i-lí-i-din-nam* *šeš-a-ni*
- U.E. 39 *igi^dutu-na-šir* *šu-i*
 40 *dumu a-ḥu-ni*

	41	igi lú- ^d šeš-ki ⁷ ʾdumu ⁷ nu-úr- ^d [...]	
	42	igi lú- ^d nin- ^x [...]	
L.E.	43	igi na-bi-i-lí-šu maškim di-ku ₅	iti ^d dumu-zi
	44	igi i-din- ^d en-zu dub-sar	mu é ^d utu níg-na ₄ -hi-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 Paḥuṣum (irrigation area), share of Išme-ilum son of Ilī-ḥamad, 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-ḥamad for silver, for the full amount (of the price);^(9b-12) from Lamassatum, Namija son of Sasiya 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 Sasiya 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 Nūrīja 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-nāšir the barber, son of Aḥuni, before Lu-Nanna son of Nūr- [...], before Lu-Nin[...],^(LE) before Nabilīšu commissioner of the judge(s), before Iddin-Sîn the scribe, before Sîn-tillat son of Sîn-imitī. 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 (ʾdumu<<<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: Paḥuṣum, an irrigation area (a-gār, 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-[hu]-šum*); 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-ḥamad, 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 /š/ by means of IZ, and free variation in rendering the guttural with -a' and -e', are as follows: (a) *is-ma-aḥ*-dingir (MHET II/1 41:2, 6, 11, 29; CT 45 3:7); (b) *iš-me-eḥ*-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-muballit) (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-ša *i-na qé-er-bé-et pa-ḥu-ṣum*
 2 *i-ta a-ša* ^d[lál]-še-me
 3 *ù i-ta a-ša* ^den-zu-e-ri-ba-am
 4 *i-na du-un-nim ù ma-aš-ka-nim*
 5 *ma-la ma-šú-ú ki-ma* ^riš^{*}-^rte⁻en
 6 *zi-it-ti iš-me-eḫ-dingir a-bi-^rša^r*
 7 *ma-la i-ka-aš-ša-da-aš-^rši^r*
 8 *ù ù-ni-a-tim ma-la ša-lu-ur-[tum]*
 9 *i-šu-ú ù <ì>-ra-aš-šu-ú*
 10 *ga-am-ra-tim* ^pša-lu-ur-^rtum^{*}
 11 *a-na géme-^dutu lukur ^dutu dumu-munus-a-^rni^r*
 12 *i-na bu-ul-ṭi-ša id-^rdi^r-iš-ši-im*
 13 *mu ^dutu ^damar-utu ^pen-zu-mu-ba-^rli-iṭ^r*
 14 *ù^{uru}ud-kib-nun^{ki} it-mu-ú*
 15 *ša pí-i dub-pi-im an-ni-im*
 16 *ù-na-ak-ka-ru*

Lo.E.

(uninscribed)
 Rev. 17 *igi i-di-šum dumu x ^rx^r [...]*
 18 *igi sú-na-bu-um dumu ba-za-zi-ia*
 19 *igi sa-bi-ru-um dumu iš-^rḥi^r-dingir*
 20 *igi dingir-šu-ba-ni dumu ^d[šeš-ki-ma]-an-sum*
 21 *igi ni-id-nu-ša dumu ^rx^r[-ru-uš]-ki-inⁱ*
 22 *igi e-tel-pi⁴-^dutu dumu ^rd^r[en-zu]-i-din-nam*
 23 *igi ir-ì-lí-šu dumu mu-ḥa-du-^rum^r*
 24 *igi ib-ni-é-a igi ta-ri-iš^{*}-nu-nu*
 25 *dumu-me a-mur-^den-^rzu^r*
 26 *igi nu-ri-ia dumu ma-nu-um-ki-^rma^r-^den-zu]*

Case

Obv. 1 [0.0.3 iku a-ša] ^ri-na^r qé-er-bé-et pa-ḥu-ṣum
 2 [*i-ta a-ša* ^d][lál]-še-me
 3 [dumu ur-^dnin]-^rsi⁴-an-na
 4 [ù *i-ta a-ša* ^den-zu]-e-ri-ba-am
 5 [dumu ...] ^rki^r
 6 [*i-na du-un-nim ù ma-aš*]-ka-nim
 7 [*ma-la ma-šú*]-^rú^r ki-ma iš-te-en
 8 [*zi-it-ti iš-me-eḫ-dingir ...*] dumu x x *i-lí-šu*
 9 [*ma-la i-ka-aš-ša-da-aš-ši ù ù-ni*]-a-tim
 10 [*ma-la ša-lu-ur-tum*] ^rir^r-ši-a
 11 [ù] *ib-^rba^r-aš-ši-a*

	12	[<i>ga-am-ra-tim</i>] <i>ša-lu-ur-tum um-ma-ša</i>
	13	[<i>a-na</i>] <i>gême-^dutu lukur ^dutu dumu-munus-a-ni</i>
	14	[<i>i-na</i>] <i>bu-ul-ṭi-ša id-di-iš-ši-im</i>
	15	[<i>mu</i>] <i>^dutu ^damar-utu ^den-zu-mu-ba-lí-iṭ</i>
	16	[<i>ù</i>] <i>uru ud-kib-nun^{ki} it-mu-ú</i>
	17	<i>ša pi-i dub-pi-im</i>
	18	[<i>an-ni</i>]- <i>im⁷ ú-na-ak-ka-ru</i>
Lo.E.		(uninscribed)
Rev.	19	[igi ...] <i>dumu [...] x⁷-^den-zu</i>
	20	[igi <i>sú-na-bu-um</i>] <i>dumu ba⁷-za-zi-ia</i>
	21	<i>igi sa⁷-bi-ru-um dumu iš-ḫi-dingir</i>
	22	<i>igi nu-ri-ia dumu ma-nu-um-ki-ma⁷-^den-zu</i>
	23	<i>igi dingir-šu-ba-ni dumu ^dnanna-ma-an-sum</i>
	24	<i>igi ni-id-nu-ša dumu šu¹-ru-uš-ki-in</i>
	25	<i>igi e-tel-pi^dutu dumu ^den-zu-i-din /-nam</i>
		seal + kišib
	26	<i>igi ir-i-l⁷-šu dumu mu-ḫa-du-um</i>
	27	<i>igi ib-ni-é-a igi ta-ri-iš[*]-nu-nu</i>
	28	<i>dumu-me a-mur-^den-zu</i>
		seal + kišib
U.E.		seal
R.E.		seal + kišib

Seals and kišibs

Seal

U.E.:	[...] ni
	[...] utu
	úr ^d [...]

kišibs

Rev.:	kišib <i>sú⁷-[na]-⁷bu-um⁷</i>
	<i>kišib i-di-šum⁷</i>
R.E.	kišib <i>ni-id-nu-ša</i>

Translation (from tablet):

(1-3) A 3 iku field in the environs of the Paḫuṣum (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-muballit 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 Muḫaddūm, (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: *ir’-ši-a [ū] ib’-ba’-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-ḥamad family. Despite the small size of the dossier, the nature of the texts allow for a reconstruction of the Ilī-ḥamad 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-ḥamad), her daughter I (Ḥuddultum) and son-in-law J (Erīb-Sîn) sued E (Šallūrtum) and her husband F (Namiya) 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 Ḥuddultum (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-ḥamad family and the family of Išme-Sîn but it is noteworthy that on at least two separate occasions, sons of Ilī-ḥamad 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 Namiya.

Previous commentators have differed on the relationship between the redeemers, Šallūrtum and Namiya: 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 NIN₉ (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 NIN₉.



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: dam¹) 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, Šallūrtum's father is Išme-ilum(1.29), Namija's is Sasija³²² (1.28). Faced with this, the only way to explain the differing patronyms and maintain a reading nin₉ 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 nin₉ 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 (*(izibūšunūšim)*).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 (NIN₉), 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.

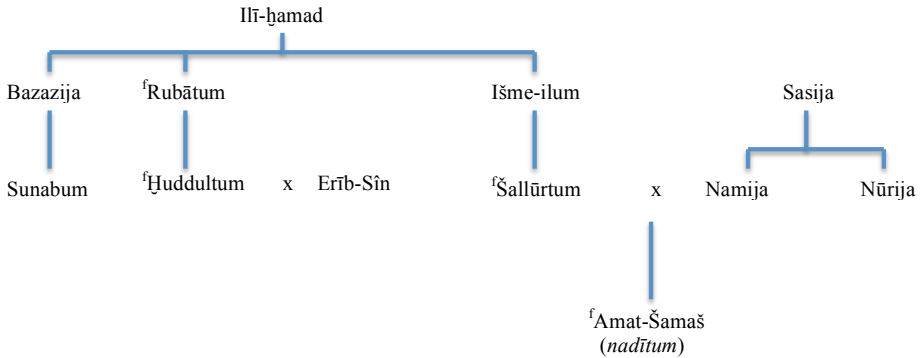


Figure 6: The Ilī-ḥamad family tree (based on Suurmeijer 2014)

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-ḥamad, 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-ḥamad 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-ḥamad 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-ḥamad'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-ḥamad 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-ḥamad. 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-ḥamad, presumably after the death of Ilī-ḥamad. 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-Sīn acquired at least two pieces of property belonging to the estate of Ilī-ḥamad 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-ḥamad to Āmur-Sīn son of Išme-Sīn (Il. 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-Sīn). It doesn't mean that Āmur-Sīn was necessarily part of the wider family network but he was presumably a trusted counterparty for these sons of Ilī-ḥamad. Secondly, there had been a subsequent redemption of the field by Namija and Šallūrtum (Il. 9-12).³²⁵ By the time of the redemption we may suppose that the purchaser Āmur-Sīn had died, for Namija and Šallūrtum redeemed the property from Lamassatum, Āmur-Sīn's wife.

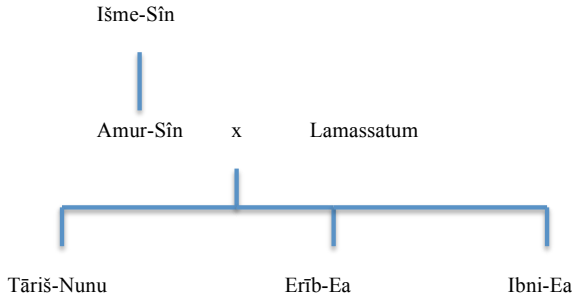


Figure 7: Family tree of Išme-Sīn

In MHET II/1 41, a claim is brought by the sons of Āmur-Sīn 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-Sīn. The record of the claim recounts this background and then states that the sons of Āmur-Sīn brought a claim against Šallūrtum and Namija. It would be plausible to think that their motivation was simply that of two heirs of Āmur-Sīn 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-^r aḥ^ḫ-dingir dumu^r i-li-ḥa-<ma>-a-ad*
 7 *^pa-^rmur^r-[^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 *^pna-mi-ia munus-dumu (sic) sà-^rsi^r-[a]*
 11 *ù ša-lu-ur-tum dumu-munus is-^rma^r-[aḥ-dingir]*
 12 *a-ša ip-tú-ru-ú-ma*
 13 *kù-babbar ši-im a-ša-im an-ni-^rim^r*
 14 *li-bi ^pla-ma-sà-tum dam a-mur-^den-zu*
 15 *^pna-mi-ia ù ša-lu-ur-tum*
 16 *ú-ti-ib-bu-ú*

Translation:

(^{6-9a}) (property) which Āmur-Sîn had bought from Išme-ilum son of Ilī-ḥamad 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^r-10^r). Interesting then are the additional lines in MHET II/1 41 (ll. 13-16), coordinated 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 annīm*). This invites some broad comparison with the “double formula” recording price in a very few OB contracts³²⁹ 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 (SI); CT 4 48b:11-13 (SI); 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 measure³³⁰ 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 similarities 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 *tuppi 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 2³³⁵ (Sm), the judges hand the claimant over for the shaving of half of his head (ll. 12-18: *dajjānū dīna[m u]šāhizūšunūtīma 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 ušāhizūšunūtīma Sīn-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*¹).

³³⁷ Obv. ll. 6b-8: *di-ku₅-[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-šú 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 *tuppi 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 *tuppi 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 *tuppi 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 *tuppi 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 field³⁴⁴ 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 Paḥuṣum 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-tú-bi-šu-ma / i-zi-ib*. The obverse of the case (=BM16823A) is broken where the reference to the *tuppi 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 *tuppi 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 Paḥuṣum 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-^den-zu*

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

27. *igi ib-ni-é-a* 
28. *dumu-me a-mur-^den-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, tested, 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 97141³⁵² 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-ḥamad 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-ḥamad 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 Ili-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:

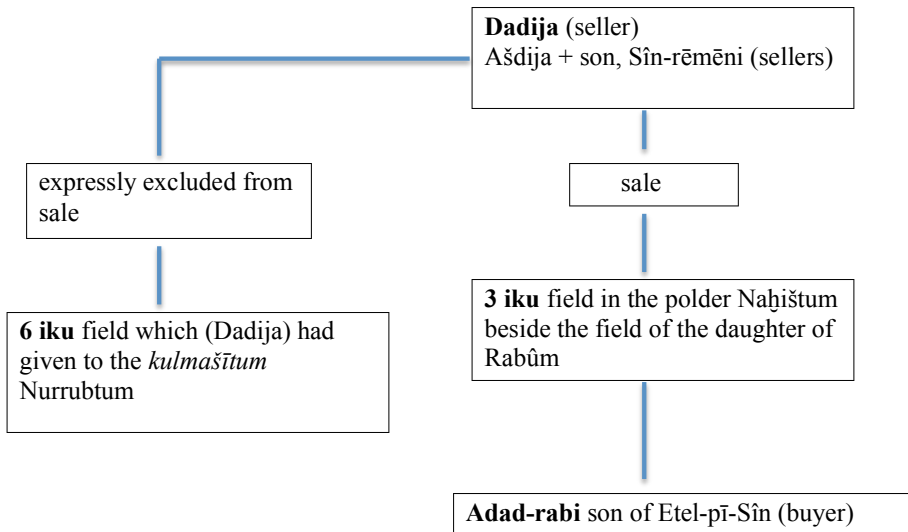


Figure 8: The transaction evidenced by BM 97141

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 Naḥištum, 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 Naḥištum beside the field of the daughter of Rabūm. 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-ša ù é Im-me-ru-um pa-tà-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-ša 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 <i>ga-gi-im</i> ^{ki}
	2	da é <i>ḫa-li-ia-tum</i> lukur ⁹⁾ d ^d utu
	3	dumu-munus <i>ma-nu-um</i> -[...]
	4	ù da é <i>ri-ba-am-i-lí</i> ´dumu´ [bur] ^d en-zu
	5	ša ^d utu- <i>ba-ni</i> dumu dingir- <i>šu-i-bi-šu</i>
	6	ki ^d en-zu- <i>i-din-nam</i> dumu <i>bur</i> - ^d en-zu <i>i-ša-mu</i>
	7	^p <i>ri-ba-am-i-lí</i> dumu <i>bur</i> - ^d en-zu
	8	ki ^d utu- <i>ba-ni</i> dumu dingir- <i>šu-i-bi-šu</i>
	9	é <i>a-bi-šu ip-tú-úr</i>
	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 <i>ḫa-am-mu-ra-bi it-mu-ú</i>
	16	igi ^d en-zu- <i>e-ri-ba-am</i>
	17	igi <i>bur</i> - ^d en-zu igi ^d en-ki-ma-an-sum
	18	igi <i>im-gur-akšak</i> ^{ki} dumu-me <i>sí-li-´lum</i> ´
	19	igi <i>na-ra-am-i-lí-šu</i>
	20	igi <i>lu-uš-ta-mar</i> - ^d en-zu
	21	igi <i>mu-pa-ḫi-rum</i> dumu <i>i-din-ia</i>
	22	igi ir- ^d en-zu
	23	igi <i>e-ri-ib</i> - ^d en-zu
	24	igi <i>ib-ni</i> - ^d en-líl dub-sar
	25	iti <i>zíz-a</i> u ₄ -10-kam
	26	mu ma ¹ -da sig ^{ki}

Translation:

(1-3) ½ sar house in the cloister, beside the house of Ḫalijatam, *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 Ḥammurabi. ⁽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 Mupahḫirum son of Iddinja, ⁽²²⁾ before Warad-Sîn, ⁽²³⁾ before Erīb-Sîn, ⁽²⁴⁾ before Ibni-Enlil the scribe. ⁽²⁵⁻²⁶⁾ Month 11, day 10, Ḥa 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 (Ḥa 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 (*gagūm*) is not the only connection between the family of Būr-Sîn and the temple of Šamaš, for their sister, Liqūt-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 Ḥammurabi 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 Ḥa 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 Ḥa 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 *gagūm* 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 *bīl(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-kislah). 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-kislah
	2	da é ^d amar-utu-na-ši-i[r ...]
	3	ù da é ^d ma[r-tu-...]
	4	sag-bi é a-wi-[...]
	5	egir-bi ši-ri-tum
	6	ša u-bar-rum ki lú- ^d im
	7	i-ša-mu
	8	é ^d amar-utu-na-ši-ir [...]x
	9	ki ^d [amar-ut]u-na-ši-ir ^r ù [...]x
	10	lugal é- ^r ke ^r
	11	^p a-wi- ^r il- ^d im dumu ma [*] -an [*] -x[...]
	12	in-du ₈ a-na ip-ṭ[e ₄]-[r]i-š[u]
	13	^r šám [*] -til [*] [-la-bi]-[š]é [*]
	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 ^r x x ^r
	4'	igi e-tel-pi- ^d amar-utu dub-sar
	5'	iti ab-è-a u ₄ -24- ^r kam ^r
L.E.		mu sa-am-su [*] -i-lu-na lugal-e
		bàd i-s[i-in-na ^{ki}]

Translation:

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

nāšir 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] ⁽¹⁷⁾ Before [...], ⁽²⁷⁾ before Nūr-[,], ⁽³¹⁾ before Mār-Nintu son of ..., ⁽⁴⁷⁾ before Etel-pī-Marduk the scribe, ⁽⁵⁷⁾ 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-nāšir (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 '8⁷' 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-nāšir. Even though we do not know the nature of the connection, if any, between Ubārum and Marduk-nāšir, and whether the break at the end of l. 9 hides a second seller, it appears that Ubārum sold in turn to Marduk-nāšir. It may have been considered unnecessary to also describe the last transaction here because Marduk-nāšir 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-nāšir, 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-du₈ is found here. The seller, Marduk-nāšir, 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 *ipterum* (*a-na ip-t[e₄]-[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 Susa³⁶¹ of the use of *ipti/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-ti-ur / a-na ip-te₄-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, *ipti/erum*, is

³⁶¹ See the Susa references in CAD I s.v. *iptirū*, 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-i-lí-šu
 4 ù i-ta a-šà a-ma-at-dingir
 5 dumu-munus^d en-zu-pu-ut-ra-am
 6 ša ki géme-dutu dumu-munus^d en-zu-še-me-e
 7 ^pbe-el-ta-ni dumu-munus nu-rum
 8 i-ša-mu
 9 ki e-ri-ib-d^d en-zu dumu^d en-zu-i-qi^(*)-ša-r^ram^(*)₁
 10 ^pdingir-^rha-bil^r ^pd^d en-zu-ma-gir^{*}
 11 dumu-me pir-ša-hu¹-um
 12 ^pna-ra-am-i-lí-šu
 Lo.E. 13 ^pdutu-ba-ni dumu-me^d šeš-ki^(*)-ma-an-[sum]
 14 ù^d a-a-ri-im-ti^{1(*)}-i^{1(*)}-la^(*)-BA^(*)
 Rev. 15 dumu-munus^d en-zu-na-šir
 16 ^psa^{*} -aq-qum dumu nu-rum
 17 2/3 ma-na kù-babbar iš-qu-ul-šu-nu-ši-im-ma šit^(*)-mu^(*)-r^rú[?]₁
 18 a-šà é a-bi-šu ip-tú-ur
 19 u₄-kúr-šè lú-lú-ra inim nu-um-gá-gá-a^(*)
 20 mu^dutu^d a-a^d amar-utu
 21 ù sa-am-su-i-lu-na lugal it-mu-ú
 22 igi i-bi-d^d nin-šubur
 23 igi i-din-d^d nin-šubur dumu-me nu-úr-a-lí-šu
 24 igi sig-an-nu-ni-^rtum^r dumu i-din-d^dir-ra
 25 igi^d en-zu-e-ri-ba-am dumu na-ra-am-i-lí-šu
 26 igi šit^(*)-li^(*)-d^dutu dumu^dutu-til-la-ti¹(text: NI)
 27 igi sig-an-tum dub-sar
 U.E. 28 iti ab-è u₄-27-kam
 29 mu bàd an-da sá^(*) ud-kib-nun^{ki}
 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-putram⁽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-ḥabil, Sîn-māgir sons of Pirša’um, Narām-ilīšu, Šamaš-bāni sons of Nanna-mansum and Aja-rīmti-ilāti daughter of Sîn-nāšir,⁽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 Šilli-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. Šilli-Akšak, MHET 378).

10: The traces fit *‘ḥa-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-ališu 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-ališu 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-^dnin-šu*[bur]/*nu-úr-a-li-šū*[...] ^dnin[...]); other witnesses include Ipqu-Annunī[tum] (OLA 21 95:56), and another person whose patronym is preserved as Šilli-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-pīša son of Šilli-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-dutu dumu-munus d^den-zu-še-me-e /^pbe-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 *būt 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- <i>ilāti</i> daughter of Sîn-nāšir	

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 (*iptur*). 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-du₈*) 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 (*iptur*) 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 genealogy 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 Ammišaduqa'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 *būt 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: Aš (?)

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-gār)] pa-[ḫu]-šum
	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-tu-ti-šu
	7	[i-]zu-zu-šum
	8	[...] id ma ša ^{7*} -ne-e [(...)]
	9	[an]-ni [*] -ta 0.2.0 eše-e ši-ma-at ip-qú-an- ^r nu-ni ^r - ^r tum ^r
	10	[sa]g-bi-1-kam-ma-a 2 eše-e-šu
	11	sa[g-b]i-2-kam-ma-a 3 bür-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-tú-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] ^dutu ^damar-utu ù a[m-mi-ša-du-qá] ?
 25 in-pà-d[è-meš]
 26 igi gi-mil-^damar-utu di-ku₅ dumu šil-li-^dutu
 27 igi [ur-^d]utu gala-maḥ an-nu-ni-tum
 28 [...] [x] dumu ^den-zu-i-din-nam
 29 [...] [x dumu] ip-[qú]-an-nu-ni-tum
 30 [...-N]I-^dutu
 31 [...] x-ta
 32 [...] dumu é-dub-ba-a

Translation:

⁽¹⁻⁷⁾ Concerning [...] of Nūratum, [son of I]pqu-Annunītum [...] of Nūratum [in the] Paḥuṣum [(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 Šilli-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-ša a-gàr *pa-ḥu-ṣum*^{ki} / *nu-du-un-ne-e ša-at-^da-a* dumu-munus [^den-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 Paḥuṣum irrigation district of Sippar that spans almost the entire genealogy of the Nūratum family (Fig. 9 below).

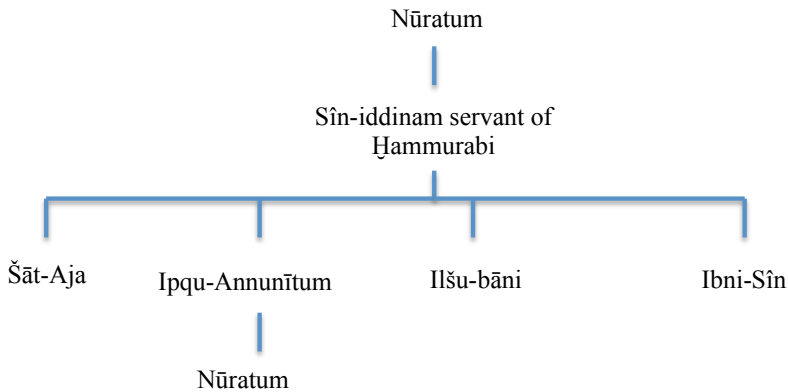


Figure 9: Nūratum family tree

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 *bū 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 P₂, 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 Muḫadditum, *nadītum* of Marduk, daughter of Adad-šarrum: (¹⁰⁻¹¹) from Muhaddītu[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-našir, son of Lumur-ilī; (²⁸) before Ipqu-Tašmetum, son of Adad-šarrum; (²⁹⁻³⁰) before Nabium-nāšir, son of Sin-šamuḫ; (³¹⁻³²) before Erīb-Dagan, son of Iši-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 *ḥé-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*¹

14: On the scribal omission of *é*, see Charpin 1985, 274.

19-20: *ù 1 1/2 gín kù-babbar SI-BI-šu^r iš^r-ku-un*

25: The reading is based on the emendation: *ip-qu-<^dbu>-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 kislāḥ šā^r x{x-x x²}
- 2 šā uru-gibil^dutu-è
- 3 da é *na-ka-^rrum* [du]mu *ib-ni*-{^damar-utu}
- 4 ù da é *i-lí-ma-lu-lim* { . . ? }
- 5 sag-bi sila egir-bi é *i*-{*lí-e-ra-aḥ?*}
- 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 i-lí-ma-lu-li*{m}
 8 *ša ib-ni*-^damar-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*-{^damar-utu}
 13 *ki na-ka-rum* dumu *ib-ni*-{^damar-utu}
 14 *be-el* *é*
 15 ^p*i-lí-ma-lu-lim* dumu *gur-ru*-{*du-um*}
 16 *é a-bi-šu ip-tú-ur*
 17 *a-na ip-te₄-er* *é a-bi-š*{u}
 18 5 ½ gín kù-babbar in-na-a{n-lá}
 19 {ú 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{Ilī-erah?}, (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 *i-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 Ammiditāna³⁷³ 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 *ip̄tirum* “redemption money” in l. 17 (*a-na ip̄-te₄-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 Šilli-Eštar of Kutalla: TS 45

The text TS 45 (+45a)³⁷⁶ records a redemption text that stems from the archives of Šilli-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 Hammurabi 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 Šilli-Ištar in exchange. It then documents that Šilli-Ištar together with his brother Awîl-ilî 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-du₈; C22: é ad-da-ni in-du₈-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 Šilli-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 Šilli-Ištar's archives (TS 40

³⁷⁶ The tablet (TS 45) is dated to -/VIII/Ĥa 37, the case (TS 45a) one year later to -/VIII/Ĥa 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 kışlah (l.4) are in the same text described as é ù gá-nun (l. 15). On this and the alternation between kışlah 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 Šilli-Ištar for, as regards Ipqu-Sîn, “[n]e possédant plus cet acte, il lui est dorénavant impossible de contester à Šilli-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 Šilli-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 Šilli-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 Šilli-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* (du₈) 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-na³⁸³)).³⁸⁴ In the exception of MHET 868, which has in-du₈ with the logical object being the property earlier described (e-kislaḥ) 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-du₈ 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 Šilli-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-ša* / *é*), “prebend/field/house of his father’s estate”³⁸⁵ but not specifying further the sub-type (e.g. *é kishlab*). 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-[tù-ur]*; C10: *bi-it a-bi-šu ip-t[ù-ur]*. On the more unusual use of *iptirum* “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 Damuiddinam 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.

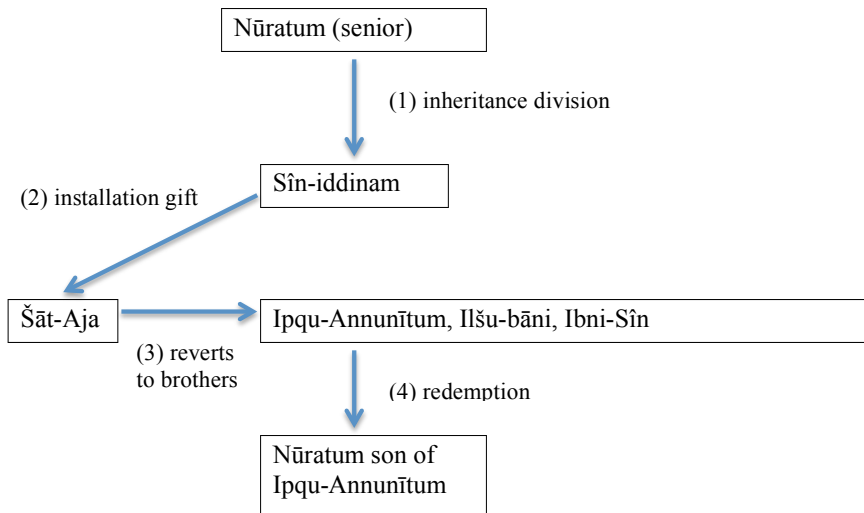


Figure 10: Reconstructing the steps in CT 45 62

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 Yašuhātum. 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 (*bāšūt bīt(ē) 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 redeemed³⁹⁰ 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-Amurru's heritable estate, and so to his son's inheritance, was maintained by means of family co-operation, first of Ibni-Amurru's *nadītum* sister and then her son.

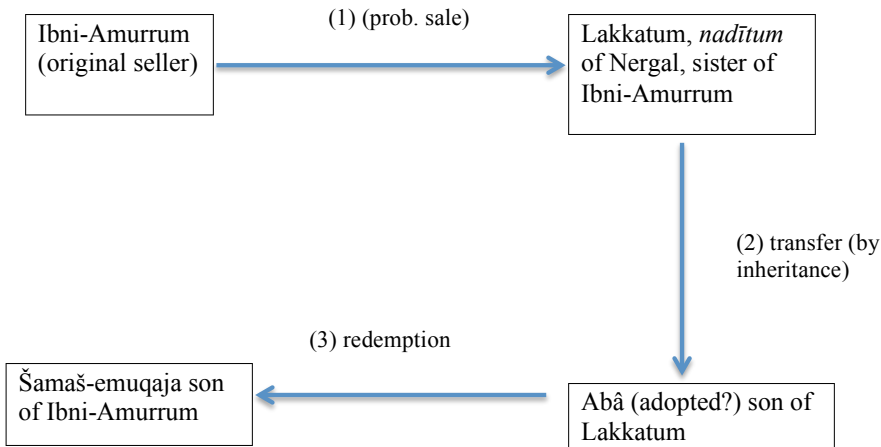


Figure 11: redemption process in DCS 97 (based on Charpin 1994)

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-sa₁₀ ‘purchased (property)’) as distinct from the redemption formula employed to describe the acquisition by the redeemer (é ad-da-ni in-du₈). 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-[tù-ur]; C10: bi-it a-bi-šu ip-[-[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-ḥamad, 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-ḥamad 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 (ḥa-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.