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

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

3.1 Introduction

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

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

³⁹² For a summary of the sites known to have yielded OB material, see De Boer 2014, 190-199 with f.n. 745.

³⁹³ On Šaduppūm in general see Saporetti 2002, 98-108; Miglus 2006-2008; van Koppen 2006-2008.

³⁹⁴ See the overview in Saporetti 2002, 123-141.

³⁹⁵ See e.g. van Koppen & Lacambre 2008.

onomasticon, there is good evidence that its location east of the Tigris was no obstacle to participating in broader local customary practices, of which Sippar is only one example.³⁹⁷ Ešnunna's evolving role in political and commercial affairs from the last years of the Ur III dynasty into the mid-to-late OB period³⁹⁸ kept open channels of influence with Mari and other locations in upper Mesopotamia, and also Larsa in the south, as well as Susa to the south-east.³⁹⁹ From all the sites in the plains of the lower Diyala that have been textually productive,⁴⁰⁰ I focus on these text groups for the light they can shed on redemption practices in the lower Diyala region in the early OB period, within a particular social milieu. Most attention will be devoted to the text-group from Šaduppûm (belonging to Mudādum son of Mašum), but one parallel text in particular from the archive of the Entum-priestess of the Šin temple in Tutub needs to be read together with the Šaduppûm texts.⁴⁰¹

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

3.2 Evidence from the archive of Mudādum son of Mašum

3.2.1 Reconstructing the Mudādum archive

In his unpublished dissertation of 1966⁴⁰² Suleiman presented in transliteration, translation and hand-copy a group of twenty-nine texts relating to land tenure in the

³⁹⁶ On the political history of Ešnunna in the OB period see Wu 1994, De Boer 2014, 190-276 (both focused on the early OB period), van Koppen & Lacambre 2008 and passim in Charpin 2004.

³⁹⁷ E.g. Birot 1973, 64; Skaist 1994; van Koppen & Lacambre 2008, 151; Al-Rawi and Dalley 2000, 19-20.

³⁹⁸ On commercial contact between Ešnunna and Sippar see Leemans 1960, esp. 85-98, Al-Rawi and Dalley 2000, 19.

³⁹⁹ E.g. Al-Rawi and Dalley 2000, 17. For examples of common scribal habits between Tutub and Susa see Harris 1955, 93.

⁴⁰⁰ Adams 1965 is still standard for the sites surveyed.

⁴⁰¹ On the textual sources from early OB Šaduppûm see Hussein 2008, 92-114 (published and unpublished sources), also De Boer 2014, 195, van Koppen 2006-2008, 448-449, Charpin 2004, 442-444.

⁴⁰² Suleiman 1966.

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

Secondly, the presence of a true archive, and one significantly larger than the group of Mudādum texts presented in Suleiman 1966, is not only based on internal evidence. Already in 1978 Suleiman reported in passing that our Mudādum was attested purchasing real estate in other unpublished texts.⁴⁰⁷ Additional information reported in Hussein 2008 confirms the designation as a private archive and indicates that forty-three texts belong to this archive although we do not have access to these additional texts. Hussein notes: "Im Raum 520, der insgesamt 43 Texte ans Licht brachte, erschien ein Archiv von Mudadum, Sohn des Mašum. Hierbei handelt es sich wohl um ein Familienarchiv, das vor allem Tafeln über Immobilien besaß."⁴⁰⁸ Unfortunately we still lack a list of the tablets corresponding to this find spot. Only the reported dominance of real estate documents given by Hussein and the internal evidence of the texts published by Suleiman guides us. Future evidence may show that more of the texts published by Suleiman 1966 belonged in this archive than internal analysis can suggest. A summary of the twelve texts available to me which can be considered part of his archive is set out below in Table 5.⁴⁰⁹

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

⁴⁰³ Situated about 1 mile east of Tell Ḥarmal (Suleiman 1978, 130).

⁴⁰⁴ Suleiman 1978.

⁴⁰⁵ On archival reconstruction more generally for Diyala texts see e.g. DeJong Ellis 1998.

⁴⁰⁶ In such a case the pledge text may even have assumed the status of a quasi title-deed and corroborated Mudādum's newly acquired title.

⁴⁰⁷ Suleiman 1978, 136, note to l. 3 of text no. 73. The text numbers referred to were: IM 55400, IM 63310, IM 63134, IM 63160, IM 63172-3, IM 63181.

⁴⁰⁸ Hussein 2008, 338.

⁴⁰⁹ A large degree of diversity among the witnessing circle of Mudādum means it is difficult to isolate individual dossiers within the larger group or indeed to draw a line around an 'inner-circle' of Mudādum's contacts for not many of the witnesses recur elsewhere in the available text group.

⁴¹⁰ Rev. 14-16: mu alan urudu¹zabar / wa-aq-ru-um / ú-še-ri-b[u]. This Waqrum year name also appears on IM 55388 (Al-Hashimi 1964 H5). It is uncertain precisely where Waqrum fits chronologically among the early rulers in the lower Diyala from c.1900-1890 BC (on the rulers in this period in the lower Diyala see De Boer 2014, 199-204).

⁴¹¹ On this Abdi-erah (not to be confused with the king of the Mananâ dynasty) see De Boer 2014, 202 with f.n. 830-832.

texts form part of the “second” text group presented by Suleiman and stemming from Tell Ḥarmal⁴¹²) is dated to Ḥammidušur.⁴¹³

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

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

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

⁴¹² Suleiman 1978, 130.

⁴¹³ See Suleiman’s note to l. 18 of text no. 73 (Suleiman 1978, 136), also Hussein 2008, 60.

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

Ḥarmal 53 = IM 63183

Transliteration:

Obv.	1	2/3 ma-na kù-babbar
	2	<i>ma-za-za-nu</i>
	3	<i>ki mu-da-di-[i]m</i>
	4	^p <i>lu-mur- <pa>ni-dingir</i>
	5	<i>ù ba-din[?]-AN</i>
	6	<i>šu-ba-an-ti-eš</i>
	7	2(eše) 1 iku a-[š]à
	8	<i>i-na A-RA a-bi-lu-ma</i>
	9	<i>ša[?] a-ab-ru-uk-a-bu-lum</i>
Lo.E.	10	<i>i-ta-tà-lu</i>
	11	<i>i-nu-ma kù-babbar ú-ba-lam</i>
Rev.	12	<i>a-ša-šu i-pa-tà-ar</i>
	13	<i>a-ša i-nu-ḥu-ma</i>
	14	<i>kù-babbar máš-bi ú-ša-ab</i>
	15	<i>mu ri-im-^dtišpak it-ma</i>
	16	<i>di-ku-sú lu-mur- <pa>-ni-dingir-ma</i>
	17	<i>ú-šu-úr</i>
	18	<i>ša-mi-šu mu-da-dum-ma</i>
	19	<i>i-ri-^rab[?]</i>
	20	<i>igi iq-ba-a-ḥu-um</i>
	21	<i>dumu ka-ši-di-im</i>
	22	<i>igi puzur₄-^den-zu</i>
U.E.	23	<i>igi a-ta-a</i>
	24	<i>igi nu-úr-^da-ḥu-a</i>
L.E.	25	<i>igi ša¹-i-lí-šu</i>

Translation:

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

Notes:

2: The word order is awkward because *mazzazānum* interposes in lines that are otherwise concerned with receipt of the underlying loan.

4: The emendation (cf. Suleiman’s Luḥni-ilum) is tentative and the repetition of the scribal error needs to be assumed.

9: Or: ‘dumu a`-a-ab-ru-uk-a-bu-um.

- 8: A.RA should be a toponym or field description, but the meaning is obscure. For proposals as to its meaning see Suleiman 1966, 365-366. On account of *i-na ni-ik-si ša a-bi-lu-ma* in Ḥarmal 37 (=IM 63152) Suleiman wondered whether A.RA stood for *nixsu*. Suleiman notes that in another unpublished text from the same site (IM 54693) the property in the A.RA ⁴nin-gal is purchased from Muḥannūm and Arnabatum (cf. Ḥarmal 51, l. 3) (Suleiman 1966, 366).
- 10: The Gt *ittattalū* with reciprocal meaning is well known from similar contexts in pledge texts where its purpose is to state as equivalent the value of the pledge and the commodity lent (Kienast, *Die altbabylonischen Briefe und Urkunden aus Kisurra*, 1:100–101). On the intent behind the clause, see discussion in 3.3 below.
- 13: The verbal form read here is exceptional in this text group but clearly forms part of a protasis, marked by the enclitic *-ma*, the apodosis being the addition of penalty interest in l.14. Although it involves a switch from 3p.sg to 3p.pl between line 12 and 13 (l.12: *ipaṭṭar*), I am more inclined to take the /u/ ending as marking the plural (pledgers) rather than as subordinative *-u*, the other option. The provisional parsing from *nāḫum* is problematic for use of the D-stem not G-stem would be expected. In context, it refers to an act or omission that affects the usufruct or yield of the field being given as a possessory pledge.
- 17: Rather than read with Suleiman *ú-ma-lam* in which the /lam/ would mark the ventive on the D-stem present (< *malūm*) *umalla + am* (“he shall fulfill”), I follow a suggestion of M. Stol to read instead *ú-šu-úr* (= *wuššur*) in which case it means that only one of the pledgers is free from the obligation to fulfill the *dikūtum*.
- 18: The enclitic *-ma* here and at the end of l.16 bears the meaning “only” so that ll.16-17 and ll.18-19 are two clauses that keep apart the respective obligations of Lūmur-pāni-Ilīm and Mudādum. Only the former individual is free of the *dikūtum* obligation, and only Mudādum is responsible for providing the compensation (?) in the circumstances described in ll.18-19 (see now Stol NABU 2018/3 no.66).
- 20: I read the name as *Iqba-aḫum* rather than Suleiman’s *iq-ma-a-ḫu-um*.
- 25: Suleiman read the first sign as Á. Tišpak (MÜŠ-*gunū*) is ruled out based on a comparison with its writing in l. 15; likewise KA in comparison to that sign in l. 21.

3.2.3 Reconstructing the background to redemption in the Mudādum archive

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

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

⁴¹⁴ Suleiman 1978, nos. 69, 70 and 73.

⁴¹⁵ CAD D, 141. Citations include AbB 9 217:3-4, JCS 9 (1955), 113, no.82: 15’.

⁴¹⁶ Stol 2004, 751–52.

remains uncertain. Early on, an analogy with *ilkum* was read from the pairing of *dikûtum* and *ilkum* in TCL I, 194:10 which reads: *kîma ištēn ana ilki u dikûti izzaz* “accordingly one (of them) shall stand responsible for *ilkum* and *dikûtum* obligations”.⁴¹⁷ Based on this text, the pairing of *ilkum* with *dikûtum* at Alalakh⁴¹⁸ and in a Khafajah text,⁴¹⁹ Harris concluded that *dikûtum* must be synonymous with *ilkum*. The connection of this service with a “house” in some contexts seems to support this.⁴²⁰ Further, CAD’s gloss for *dikûtum* as “performed under summons” can be defended on more than merely etymological grounds (< *dekûm*). It finds support from the wider context of, e.g., AbB 9:217 in which *dikûtum* is connected to large-scale canal work. The sender, Lu-igisa, is clearly responsible here and elsewhere for organizing corvée labour on the ground.⁴²¹ Without taking us further in understanding the content of the *dikûtum* service, the Mudādum texts, also when read together with JCS 9: 82, allow us to see how *dikûtum* could impact the process of sale and pledge by prompting clauses designed to exclude liability for *dikûtum*-obligations.

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

Ḥarmal 52 = IM 63160

Transliteration:

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

⁴¹⁷ See Stol’s note on this text in light of the letter published by Kupper in RA 53 (1959) 31 (Stol 2004, 751 with f.n. 765).

⁴¹⁸ E.g. Wiseman 1953, no. 55:6-10.

⁴¹⁹ JCS 9 (1955), 113, no.82: 15’.

⁴²⁰ Stol 2004, 751.

⁴²¹ The corvée background emerges clearly from the following letters sent by or involving Lu-igisa: AbB 9 202, 207, 208, 211, 216, 217, 218, 220, 222, 238 and 253. For study of this archive, see Walters 1970, with the review in Stol 1971.

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

Translation:

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

Notes:

1: The restoration [1]½ is supported by l.11.

7: On *tawirtum*, see Stol 1988, 177-178.

12: Suleiman reads *ú-ul i-bi-ru* but a reading *ú-mi i-<ba>-qá-ru* is also possible. The context, a protasis of a conditional sentence that will result in penalty interest, leads us to expect the elapse of a repayment period and also favours Suleiman's reading. That leaves us to explain *ībiru* as a semantic equivalent to *ušētiq* with the deadline inferred.

14-15: Suleiman reads: *di ku um su(?)*. Based alone on the signs copied without proposing a scribal error, a reading *di-ku-u₁₆-sú* is possible. Alternatively, one may propose to read *di-ku-ús¹-sú*. In either case, the form *dikūssu* (*dikūt* + *šu*) seems most likely. In l. 15 Suleiman reads: *ḥa ar su(?)*. The copy permits a reading *ḥa-ar-šu*, with pronominal suffix in parallelism with *dikūssu*. A suitable candidate, *ḥarrānum*, would require emendation: *ḥa-ar-<ra>-šu*. Lines 14-15 may be *casus pendens* (formally either nominative or accusative is possible) or the object of *ul šūḥuz*.

16: I read as: *ul šūḥuz* "(Mudādum) is not liable". CAD A/1, 182b (s.v. *aḥāzum*, meaning 9(f),(g))books for this verbal form a meaning "to be liable" or "to have a claim on income". The former meaning applies here. In the latter case, lines 14-15 would be taken as the object of the verb but a prepositional phrase would be expected *ina X* (cf. Kienast, Kisurra, no. 93:24-25, *ina eqlim u kirim mimma lā šūḥuzu* ("Daß sie auf das Feld und den Garten keinerlei Anrecht haben" trans. Kienast, p.93, vol. II). This is favoured also by the context of the Mudādum archive and the *mazzazānum* text group where exclusion of Mudādum's/a creditor's liability is expected.

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

‘attached’ to the land involved corvée work on or near this land (e.g. the digging or maintenance of irrigation canals bordering the fields) or whether it could render a person liable for *dikūtum* service more generally and further afield.

In summary the whole process of debt and pledge and redemption, involving the handing over of parcels of land, had to reckon with overarching land-for-service obligations. That these could be excluded by a creditor in possession such as Mudādum shows the strength of his position.⁴²² With this context in mind, I now turn to consider the workings of redemption, its terms and limits, taking into account parallels from early OB Diyala.

3.3 The terms and limits of redemption

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

Harmal 51 = IM 54685

Transliteration:

Obv.	1	3 iku a-ša
	2	<i>i-na</i> A.RA ^d nin-gal
	3	da <i>mu-ḥa-nu-um</i>
	4	ù 12 gín kù-babbar
	5	<i>i-ta-tà-lu</i>
	6	ki <i>ap-lim</i>
	7	dumu <i>qá-li-lim</i>
Lo.E.	8	^{pd} en-zu-ri-iš
	9	šu-ba-an-ti
Rev.	10	2 mu <i>i-ka-al-ma</i>
	11	kù-babbar <i>i-lí-šu</i>
	12	<i>ú-ba-la-ma</i>
	13	a-ša-šu <i>i-pa-tà-ar</i>
	14	igi <i>mu-ḥa-nu-um</i>
	15	dumu <i>qá-li-lim</i>
	16	igi <i>mu-da-du-um</i>
	17	dumu <i>mu-ḥa-nu-um</i>
Le.E.	18	igi <i>da-da</i>
	19	dumu <i>li-pí-<it>-iš₈-tár</i>
	20	igi <i>nu-ru-bi-im</i>
	21	dumu <i>la-pa-lu-la</i>

Translation:

⁽¹⁻⁵⁾ The 3 iku field in the A.RA (*district*) of Ningal, beside (the property of) Muḥannūm, and the 12 shekels of silver, are equivalent (lit. ‘look at each other’).

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

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

Notes:

2: On A.RA see note to l. 8 of Ḥarmal 53 above.

3: The parties and patronyms reveal that Qalilum family property is being pledged. The neighbor, Muḥannûm (l.3), appears as witness in l.14 with a patronym (s. Qalilum) that shows him to be a brother of the person I take to be the pledgor-debtor, Aplum s. Qalilum (ll.6-7). Muḥannûm's son, also called Mudādum (ll.16-17), is nephew of the pledgor-debtor and is the third family member to appear in the text.

6-9: A difficulty in this section is determining the object of receipt. Normal usage of šu-ba-an-ti suggests that it be the silver (cf. Harmal 53=IM 63183), and not the taking of possession of the immovable property although the amount of the silver loan is not stated. However, YBC 11149, also a *mazzazānum*-pledge, provides a useful parallel. There it seems clear that the object of the verb of receipt (šu-ba-an-ti-eš, l.9) is the field ([gán] a-šà, l.9). Also, in our text, it is difficult to believe that lines 8-9 are intended to describe the receipt of silver by Sîn-rīš as debtor because the counterparty, the neighbor and certain witnesses all belong to the same family (Qalilum family). If Aplum son of Qalilum was the creditor, it is hard to see (a) what rights his family members are relinquishing or witnessing in connection with, and (b) why he is taking a pledge over property adjoining that of his brother. It is much more plausible that Qalilum-family property is being pledged to Sîn-rīš and so Aplum should be taken as the pledgor-debtor.

11: I read *elišu* "to him". For the writing of the preposition *eli* as *i-li* see Stol OBO 160/4(2004) 676 f.n. 225; Gordon, SCT 39:15 (*i-li-šu ú-ba-la-ma*); CT 47 27, seal 3 (PN: *Ṭāb(düg)-i-li-šu* (?)), according to Blocher, Siegelabroll. BM (1992) 80 no. 239 (cf. CAD Ṭ, 38 e.g. *Ṭāb-eli-mātišu*); Greengus OBTIV no.34:10 (p.67): *i-li-šu ub-ba-lam*; YOS 14 72:10 (PN *i-li a-bi-šu-nu*); AbB 9 209:18 (*i-li-ia ti-šu*); CUSAS 29: 169, 189, 193, cf. 133 (*i-li-ia-ši-tam-li-pu-uš*).

12-13: The enclitic *-ma* in l.10 is marking normal co-ordination, perhaps consecution "and then". The second *-ma*, in l.12 is a protasis marker, specifically I consider it is best understood as marking a temporal clause, signaling "when" i.e. "when he shall bring the silver to him..."; in support of this reading is Harmal 53 ll.11-12: *inūma kaspam(kù-babbar) ubbalam eqelšu(a-šà-šu) ipaṭṭar* ("when he shall bring the silver, he shall redeem his field"). The durative *ubbalam* (in both cases), can be taken straightforwardly as marking the future though of course a modal nuance is possible, as with the verb in the following main clause (in both cases), *ipaṭṭar*. Such a nuance would imply redemption is conditional upon repayment: "when he will bring the silver to him, [then, and only then] he may redeem".

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

Harmal 51:10-13 (Šaduppûm)

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

⁴²³ Simmons 1961, 26–27. Line 17 should read: *ú-ul i-de¹* and the note on ll. 15-17 corrected as a result.

Harmal 53:11-12 (Šaduppûm; Mudādum archive)

⁽¹¹⁾ *inūma kaspaṃ ubbalaṃ* ⁽¹²⁾ *eqeššu ipaṭṭar* : “when he shall bring the silver, he may redeem his field”.

YBC 11149:12-14 (Šaduppûm) (Simmons 1961, no. 54)

⁽¹²⁻¹⁴⁾ *i-na iti gir-ri-tim kù-babbar i-la-e-ma gán a-ša i-pa-ṭà-ar* : “if he pays back the silver in the month of Girritum he shall redeem the field” (trans. Simmons).

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

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

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

The formula X + Y *ittatṭalū* (lit. ‘X and Y look at each other’) occurring in a number of OB pledge texts, employing the Gt present of *naṭālum* with reciprocal meaning, declares that the pledged property and money lent (X and Y) are of equivalent value. The clause also appears in the Mudādum texts. The traditional understanding of the clause makes it directly relevant to the question of redemption. Kienast⁴²⁵ and Westbrook⁴²⁶, in discussing the intent and effect of the look-clause, consider that it anticipates forfeiture and “can only relate to the acquisition of the pledge by the

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

⁴²⁵ Kienast 1978, 1:100–101.

⁴²⁶ Westbrook 2001b, 70–71.

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

If Kienast and Westbrook’s interpretation of the look-clause is followed, then it is conceivable that the express inclusion of the redemption formula also worked to protect the creditor and ensure that upon forfeiture of the pledge he could take the property free of any right of redemption.⁴²⁸ As Westbrook notes, the “natural end to a pledge contract is that the debtor either repays the loan and redeems his pledge or defaults and forfeits it to the creditor. This simple schema may have many variations, however, with restrictions both on the redeemability and forfeitability of the pledge.”⁴²⁹ While it is extremely rare for pledge documents to specify the creditor’s powers upon default,⁴³⁰ it may then be that the pledgee in our texts comes close to this. By stating that redemption is conditional upon repayment of the loan after a term of two years (during which time the pledgee may enjoy the usufruct), the pledgee may in effect have provided for the forfeiture of the pledge in case of default at the end of the two-year term, free of any right of redemption which is deemed to expire if the loan is not repaid upon maturity. The wider impression of Mudādum as a strong creditor-party (in which the express provision of redemption is unlikely to be *against* his interest) and the fact that these texts appear to have been found together as a single private archive⁴³¹ would support such an idea.

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

⁴²⁷ Westbrook 2001b, 71.

⁴²⁸ The texts from the Mudādum archive must now be added to YOS 14 35 as the only OB examples where the look clauses and the clause providing for the redemption of pledged land co-occur.

⁴²⁹ Westbrook 2001b, 70.

⁴³⁰ Westbrook 2001b, 70. Westbrook mentions ARM 8 71 as an exception, although that text concerns the pledge of a person and as Westbrook himself notes, the “situation is unusual and extreme” in which the express provision of the creditor’s powers reflected those special circumstances (Westbrook 2001b, 73-74).

⁴³¹ Hussein 2008, 338.

⁴³² Harris 1955.

⁴³³ Although the upper obverse bearing the property description is broken, that the property was a field is confirmed by the mention of a-šà in ll. 15, 17, 19.

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

15 *di-ku-ut a-ša ka-la-ru-um*
 16 *i-ta-na-pa-al*
 17 *a-ša e-el ša-mu-šu za¹-ku¹*
 18 *u₄-mi kù-babbar ra-ma-ni-šu*
 19 *i-ra-šu a-ša i-pa-tâ-ar*
 20 *i-na kù-babbar ša-ni-im*
 21 *a-ša ú-la i-pa-tâ-ar*
 22 *a-na ba-aq-ri a-ša*
 23 *ka-la-ru-um-ma i-za-az*

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

Notes:

17: The most important discussion of this text for our purposes is Stol's recent note (NABU 2018/3 no. 66). He noted that the a-vowel in *ba-a-lu* is an obstacle to Harris' derivation from *bêlum* (cf. Tutub no.97:9 (*i-be-lu*)).⁴³⁴ Stol proposes to read *a-ša e-el ša-mu-šu za¹-ku¹* "the field is free (of claims), its buyer is clear." To this we add that the 3m.s. stative in *zaku* (as opposed to the expected *zaki*) is attested (CAD s.v. *zakûm*). Reading *ša-mu-šu* as "its buyer" (*šānum*), he considered this was perhaps attested in Harmal 53:18-19 (Stol: ll. 20-21 (following Suleiman's line numbering) (*ša-mi-šu mu-da-dûm-ma i-ri-ab*)).

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

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

⁴³⁴ A derivation from *ba'ālu* A "to be in force" also does not make sense here (CAD s.v. *ba'ālu* A, meaning 3, a meaning based on a letter (VAS 16 75:5) referring to a ruling in force for absentee field holders).

⁴³⁵ See Westbrook 1991, 112, f.n. 2; Veenhof 1999, 614, f.n. 41.

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

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

3.4 Synthesis and conclusions

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

⁴³⁶ Harris 1955, 44.

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