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

Moore, S.A.

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

### 4.1 Introduction

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

### 4.2 Overview: the royally mandated return of property

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

<sup>437</sup> Kraus 1984 with Hallo 1995 and Charpin 2010f.

<sup>438</sup> Kraus 1984, 114. On the intent of the edict of Ammi-ditāna, issued upon his accession, to allow a return of residents to their permanent homes, see Charpin 2010f. For evidence of an edict of Samsu-iluna issued in Si 17 and restoring real estate to soldiers, 'fishermen' and other *ilkum*-holders, see Woestenberg 1997-98, 355 regarding MHET II/3 462. Cf. the similar background and application in PBS 8/2 226.

<sup>439</sup> I am excluding here the royal letter corpus and protocols involving a ruling of the king on individual cases that came before him.

<sup>440</sup> For the meaning of external and internal in this context, see Charpin 2010b, 26-35.

External characteristics include writing support, palaeography, sealing; internal characteristics concern the language used by the scribe and the models followed in composing the text.

<sup>441</sup> Kraus 1984, 114 with references to the texts.

<sup>442</sup> Kraus 1984, 111-123.

<sup>443</sup> Veenhof 1997-2000; van Koppen 2004.

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

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

#### 4.3.1 The text of CUSAS 10 18

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

<sup>444</sup> For a general overview of "restoration edicts" see Charpin 2010e, 83-96.

<sup>445</sup> Kraus 1958, 1984.

<sup>446</sup> Kraus 1984 with Hallo 1995.

<sup>447</sup> Edict X in Kraus 1984; on the chronological placement of this MS see Lieberman 1989, 251.

<sup>448</sup> But note the intent to return persons to their permanent homes in connection with the edict of Ammi-diāna issued on his accession (Charpin 2010f).

<sup>449</sup> Veenhof 1999, 607-616; Kraus 1984, 58-62 (Ḥammurabi), 69-75 (Samsu-iluna).

<sup>450</sup> Kraus 1984, 31-50.

<sup>451</sup> See the discussion in 4.5.

<sup>452</sup> George 2009, 153.

<sup>453</sup> George 2009, 153.

<sup>454</sup> George 2009, 153.

<sup>455</sup> He also noted: "[A]s a set of legal prescriptions that served as models in scribal education it gives a glimpse of the academic sources available to the compiler of [Ḥammurabi's] code." (George 2009, 153).

<sup>456</sup> George & Spada 2019, xii (Preface).

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

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<sup>457</sup> 4.3.2.2.

<sup>458</sup> See 4.4 and 4.5.

## Transliteration

## Obv.

1. [iti kin-<sup>d</sup>inanna u<sub>4</sub>-8-kam]
2. [mu ki-21<sup>?</sup> <sup>gis</sup>tukul-maḥ]
3. [an <sup>d</sup>en-líl <sup>d</sup>en-ki-ga-ta]
4. [i-si-in<sup>ki</sup> uru nam-lugal-l]a
5. [ù á-dam-dídli a-na me-a]-bi
6. [sipa zi <sup>d</sup>ri]-<sup>r</sup>im-<sup>d</sup>en-zu<sup>r</sup> in-dab-b[a]
7. [ugu ùg dagal]-bi šu nam-ti-la i-ni-g[ar-ra]
8. [mu nam-lugal-b]i du-rí-<sup>r</sup>šè<sup>r</sup> bí-in-<sup>r</sup>è-a<sup>r</sup>

- 
9. é<sup>r</sup> [<sup>gis</sup>kiri<sub>6</sub>] <sup>r</sup>a-šà<sup>r</sup> ú-sal ù <sup>r</sup>pa<sup>r</sup>-ar-šum
  10. š[a a-ḥu-u]m it-ti a-ḥi-im i-ša-mu-ú
  11. ga-[am]-ra-am ú-ta-ar

- 
12. é<sup>r</sup> <sup>gis</sup>kiri<sub>6</sub> a-<sup>r</sup>šà<sup>r</sup> ù a-šà<sup>r</sup> ú-sal
  13. [š]a a-ḥu-um <sup>r</sup>it<sup>r</sup>-ti a-ḥi-im ú-pi-ḥu-ú
  14. <sup>r</sup>ú<sup>r</sup>-ta-ar

- 
15. šum-ma a-wi-lum <sup>r</sup>ki-šub<sup>r</sup>-ba
  16. i-ša-am-ma
  17. a-na é i-te-pu-uš
  18. ki-šub-<sup>r</sup>ba<sup>r</sup> <sup>r</sup>ki<sup>r</sup>-ma <sup>r</sup>ki<sup>r</sup>-šub-ba i-ša-ak-ka-an

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19. (vacat)

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20. iti <sup>r</sup>9? ki<sup>r</sup>-5 u<sub>4</sub>-26-kam

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21. a-<sup>r</sup>šà<sup>r</sup>-el du-ú-ri
22. ša a-ḥu-um it-ti a-ḥi-im
23. ú-pi-iḥ-ḥu-[ú]
24. ú-ta-<sup>r</sup>a<sup>r</sup>-a[r]
25. ù šum-ma [...]

Rev.

26. x bi<sup>?</sup> x[...]
27. ú-ta-<sup>r</sup>a<sup>r</sup>-[ar]

---

28. <sup>r</sup>iti<sup>r</sup>[kin-<sup>d</sup>ina]nna u<sub>4</sub>-8-[kam]

---

29. x[ x x x x] 21<sup>?</sup> <sup>gis</sup>tukul-ma[ḥ]

---

30. x[(x x)]

Translation

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

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

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

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

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---

(vacat)

---



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

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

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§6 <sup>(28)</sup> Month Elūlum, eighth day,

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<sup>(29)</sup> [year] twenty-one(?) the supreme weapon.

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<sup>(30)</sup> ...[...]



## Philological notes

9: On the Akkadian writing of *paršum* (=Sum. *garza* (PA.AN)/*gárza* (PA.LUGAL) *mar-za*), see CAD P s.v.

9, 12: For attestations of these categories of property in the context of land conveyance in Larsa (and its environs), see Harris 1983 (excluding prebends)<sup>459</sup> and the discussion in 4.3.3.2 below.

17: The transliteration and translation reflects the updated reading given by Veenhof apud George in N.A.B.U. 2010/5, reflected now in CUSAS 43 (no. 65).

15, 18: For the discussion of *kišubbūm* property see 4.3.3.2 and also 4.6.

18: Amending the reading of the verb in l. 17 from *iqabbūš* (“they order”) to *ītepuš* (“he makes (the vacant plot into a building)”) (NABU 2010/5) supports an active meaning, with the same grammatical subject, for the verb in l. 18 written *i-ša-ak-ka-an*. The subject, responsible for the like-for-like replacement of the ruined house-plot, would then be the same man who purchased the plot in ll. 15-16, and built it up in l. 17. This parsing as G-stem present 3p.s. *išakkan* is now reflected in the updated translation given in CUSAS 43.

20: Collation from the photograph shows the traces of the last sign in the partial break match KI; the broken upright of UD is not present.

21: Deriving the lexeme from *dūru* A “city wall” (CAD D s.v. *dūru* A), George translates as “a field within the city wall”.<sup>460</sup> In this context, a derivation from *dūru* B “permanent status or property” (CAD D s.v. *dūru* B) yields better sense. Wider context for this reading is set out in 4.3.3.

29: The writing of <sup>g18</sup>tukul-maḥ could be used as a shorthand of the writing of this year. See e.g. AUAM 73 2704 (RS 59), l. 22 (mu ki-29 <sup>g18</sup>tukul-maḥ). George offered š[a?] for the opening trace of the line, given that it does not match expected MU (George 2009, 155). It appears also that the lower horizontal cannot be explained as the beginning of a ruling, for the level of the ruling does not match. I can offer no better suggestions.

30: On the traces before the break and below the single ruling of l. 29, see 4.3.3.4.

### 4.3.2 Diplomatic commentary: external characteristics

#### 4.3.2.1 Support and layout

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

<sup>459</sup> In particular, on the “riverside field” (*eqel ušallim* (a-šà ú-sal)) including writing byforms, see Harris 1983, 123.

<sup>460</sup> George 2009, 155.

<sup>461</sup> P253613.

oblong shape of the text may be compared with some of the epistolary corpus known from Rīm-Sîn's Larsa.<sup>462</sup>

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

§1 (ll. 1-8): DATE (including long-form year date)
_____
_____
§2 (ll. 9-11): RETURNING PURCHASED PROPERTY
_____
_____
§3 (ll. 12-14): RETURNING EXCHANGED PROPERTY
_____
_____
§4 (ll. 15-18): RETURN OF LIKE-FOR-LIKE RUINED PROPERTY
_____
_____
§5 (l. 20): DATE NOTATION ( <i>ungewöhnliche Datierungen</i> )
-----
§5 (ll. 21-27): RETURN OF EXCHANGED PERMANENT FIELD
_____
_____
§6 (l. 28) DATE: month, day
-----
§6 (l. 29) DATE (contd.): year
-----
(l.30) traces

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

<sup>462</sup> See the comments of Stol, AbB 9 p.126 fn.197a.

<sup>463</sup> Single rulings enclosing the date notations in l. 20, l. 28 and l. 29 are reflected with a dashed line.

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

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

As regards the rulings in the text, some interesting patterns can be observed, but there remain some uncertainties about the interpretation of these rulings. The rulings show that:

- (1) Sections §2, §3, §4 and §5 are followed by clear double rulings.
- (2) The two date notations in l. 20, and then ll. 28-29 (including in between l. 27 and l. 28) are further marked out by finer single rulings (reflected in the transliteration, translation and schematic as dashed lines).
- (3) It is uncertain whether the date in §1 (ll. 1-8) is followed by a single ruling or a double ruling. There is one ruling immediately below l. 8 and then a gap of

<sup>464</sup> On this designation see George 2009, 153.

<sup>465</sup> Civil 1969, 27-28; 1979, 5.

<sup>466</sup> Tinney 1999, 160.

<sup>467</sup> Veldhuis 2014, 204.

<sup>468</sup> Veldhuis 2014, 204.

<sup>469</sup> P388305.

<sup>470</sup> P388377.

<sup>471</sup> AbB 9, p. 126 n.197a where Stol writes: “The tablet is oblong and only somewhat more than half of the obv. is inscribed. No. 273 displays similar features. This seems to apply to other letters by king Rīm-Sin (not seen by me), TIM 2 27, YOS 15 20, 21, 22, cf. Robert D. Freedman, *The Cuneiform Tablets in St. Louis* (diss. 1975).” Re: Freedman 1975, 155 No. 199, he refers to oblong tablets of a standard format, often only partly inscribed.

<sup>472</sup> The language of both is, apart from personal name elements, completely written in Sumerian.

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

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

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

#### 4.3.2.2 Aspects of paleography and orthography

##### General

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

##### CUSAS 10 18:20 and *ungewöhnliche Datierungen*

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

<sup>473</sup> The second ruled line being visible on the right edge protruding after the upper horizontal of *šum* and in the middle of line 9.

<sup>474</sup> George 2009, 153.

<sup>475</sup> This slightly adjusts the comments of George 2009, 153-54 in light of his later corrected readings reported in NABU 2010/5 and the latest translation in CUSAS 43 (p.154).



Although he did not solve the puzzle of the *ungewöhnliche Datierungen*, Kraus' presentation of the data according to likely provenance (Ur, Isin, Nippur, Larsa) allows certain orthographic patterns to emerge that are relevant for our text. Simplifying matters, it can be said that the Larsa sample combines some elements attested in other locations. So, we find in Larsa use of the month numbering (as opposed to use of month names), of a kind seen in Ur, together with month cycles designated by ki-N, of the kind seen in Nippur (or Isin)<sup>482</sup> yielding a formula: iti-N<sub>1</sub> ki-N<sub>2</sub> u<sub>4</sub>-N<sub>3</sub>-kam. Turning to CUSAS 10 18, line 20 reads:

iti ʿ9? ki<sup>1</sup>-5 u<sub>4</sub>-26-kam

Thus restored, the line matches the structure of known date formulae reflecting the Rīm-Sîn innovations, and matches well the Larsa orthographic practice in which certain elements of the orthography attested in Ur and Nippur are combined to yield a structure: iti-N<sub>1</sub> ki-N<sub>2</sub> u<sub>4</sub>-N<sub>3</sub>-kam.

This form falls under “class IV” exemplars based on Kraus' typology,<sup>483</sup> namely where the month is marked not by name but by number, followed by cycle “ki N”. As noted above, this pattern is almost exclusively attested in Larsa.<sup>484</sup>

It needs to be considered whether the clear presence of an unusual date formula in l. 20 of CUSAS 10 18 has any implications for the year names at the beginning and end of CUSAS 10 18. A first observation can be made based on the wider distribution of the unusual dates. The first obvious point is that, because the unusual dating innovation follows the defeat of Isin, the appearance of the formula in l. 20 places the writing of the text *after* the conquest of Isin that is commemorated in the year name for Rīm-Sîn 30. This fits with the extant text of the closing year name in CUSAS 10 18 in which the appearance of <sup>giš</sup>tukul-ma[h] in l. 29 is diagnostic for a year falling between year 30–60 of Rīm-Sîn.<sup>485</sup> However the number of the ‘Isin’ year name appearing in l. 29 is harder to reconcile with the known distribution of the unusual dates. Given that the number appears to be written over an erased GIŠ, the two *Winkelhaken* (U) mark the number twenty. Given the clarity of the following upright, this wedge (DIŠ) is then taken as a numeral rather than the residual upright of GIŠ, yielding “21”. Alternatively, if the upright belongs to the originally written GIŠ then the number would be “20” but as the two *Winkelhaken* themselves follow a break, a preceding *Winkelhaken* in the break is conceivable and so, in addition to his reading Isin 21, George notes that “20, 30 and 31 are also possible readings”.<sup>486</sup>

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

<sup>482</sup> Kraus 1959a, 150–61, Feuerherm 2004, 3–15.

<sup>483</sup> Kraus 1959a, 159–61.

<sup>484</sup> Kraus 1959a, 156–58.

<sup>485</sup> George 2009, 155.

<sup>486</sup> George 2009, 155.

<sup>487</sup> Kraus 1959a, 157 with n. 40b; Goddeeris 2016, 1:339 also on the “super-years” and how an *ungewöhnliche Datierung* within a super-year may translate to a conventional Isin era date.

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

### 4.3.3 Diplomatic commentary: internal characteristics

#### 4.3.3.1 Language

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

<sup>488</sup> Charpin and Ziegler 2013, 62.

<sup>489</sup> Cohen 2015, 238; Goddeeris 2016, 1:336.

<sup>490</sup> See also Robertson 1984, 1989, 1992.

<sup>491</sup> Kraus 1959a, 159, Robertson 1983, 156, Van de Mieroop 1993, 66.

<sup>492</sup> George 2009, 153.

<sup>493</sup> E.g. Veldhuis 2014, 188, 209.

<sup>494</sup> Veldhuis 2014, 188-194.

<sup>495</sup> Veldhuis 2014, 209. See also the available corpus on OBMC.

<sup>496</sup> These records were also dominated by the register of Sumerian but see George’s discussion of CUSAS 10 17 (George 2009, 142-149, esp. 149), with Charpin 2019 (NABU 2019/2 no. 45).

<sup>497</sup> E.g. Veldhuis 2014, 188.

<sup>498</sup> George 2009, 149.

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

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

#### 4.3.3.2 Terminology for land and property types

In CUSAS 10 18 the following property types are relevant:

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

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

<sup>500</sup> Also, the historical anchors of SAOC 44 22 (Hammurabi and Samsu-iluna) and the textual parallels between SAOC 44 22 and CUSAS 10 18:15-18.

<sup>501</sup> Harris 1983, 100-105.

<sup>502</sup> E.g. YOS 8 69(RS 7); YOS 8 82(RS 27); YOS 8 147(RS 37).

<sup>503</sup> Also Harris 1983, 105, n.5.

<sup>504</sup> Harris 1983, 127-128 (table 17), Charpin 1980, 165.

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



**kiri<sub>6</sub> (kirûm)** “orchard”: the occurrence of the term in l.12 supports its restoration in l. 9. As with houses, the sale and exchange of orchards is well attested in the archival record from Larsa at this time.<sup>506</sup>

**a-ša (eqlum)** “field”: from the first edition and the available photographs, it appears that there is not enough space to restore a second a-ša in the break of l. 9. If this is correct, there is an additional discrepancy between l. 9 and l. 12.<sup>507</sup> Line 12, introducing the section on exchange of property, has “field or riverside field”. This leaves two options for understanding ʾa-ša ʾú-sal in l. 9. Either, with George 2009 as “riverside field” (*eql(a-ša) ušallim(ú-sal)*) or taking ʾú-sal as a standalone term for “riverside field, meadow” giving “field, riverside field”. Taking all the contemporary archival occurrences of a-ša with ʾú-sal into account,<sup>508</sup> I am inclined to follow George and read “riverside field”. There is a residual ambiguity in the archival evidence insofar as ʾú-sal can appear on its own. For example: TCL 11 149:2 a-ša-lum ʾú-sal.<sup>509</sup> The ʾú-sal-la of TCL 10 46 has on the case ʾú-sal-la<sup>gis</sup>kiri<sub>6</sub>.<sup>510</sup>

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

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

<sup>506</sup> Harris 1983, 114-120.

<sup>507</sup> I.e. in addition to the presence of *paršum* in l. 9, absent from l. 12.

<sup>508</sup> In this case, I also include references post-dating the conquest of Larsa (e.g. TCL 11 149, OECT 15 33).

<sup>509</sup> Fiette 2018, 252.

<sup>510</sup> See also Harris 1983, 123.

<sup>511</sup> As George 2009 notes (p.155, notes to lines 9-14), the nominative signals the other property types in §2 and §3 are “formally in casus pendens though functionally the objects of *utâr*.”

<sup>512</sup> Boyer 1928, V (preface).

<sup>513</sup> That Sumerian kislāḥ was susceptible to different Akkadian renderings relies not only on later lexical evidence but finds some support in the contemporary texts (Charpin 1980, 163–65).

<sup>514</sup> On the close relationship between (é-)kislāḥ and (é-)ki-gál(-la) see also VS 9 42:1 where the tablet bears ʾé-kislāḥ and the case (VS 9 43:1) gives ʾé-ki-gál. Harris comments that “KI.UD, KI.KAL and KI.ŠUB.BA were used concurrently in Larsa...to refer to such diverse open sites as unoccupied or ruined houses, building sites, fallow fields and sites in orchards used for growing crops”(Harris 1983, 94).

<sup>515</sup> TS 57 4 and TS 56 9; Charpin 1980, 164.

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

JCS 11, 1 p. 15: (Sippar): ‘2/3 `sar 8 1/3 gín é- `ki-šub-ba?’ Goetze did not make a proposal in his transliteration for the final three signs and simply offered in note a. to that line: “perhaps ki.šub.ba”.<sup>517</sup>

VS 18 21 (l. 1) can be ruled out, given the likely Larsa provenance (VS 18, p.7). The same applies to OECT 15 30:2 (H̄a 33): although the provenance is listed as uncertain, on internal grounds it can be assigned to Larsa.

Feliu and Albà 2012, 43 no. 10: the text concerns the sale of a 1 sar é ki-šub-[ba] (l. 1); the text is of uncertain provenance and the date is not preserved but the other OB texts presented stem from Kisurra or Isin (Feliu and Albà 2012, 37) and the formulary of no. 10 favours an Isin provenance.

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

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

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

<sup>516</sup> Schwenzner already in 1914 made useful comments on the local nature of the designation: pp. 49-51, 97-98, 116. On *ki-šub-ba* property in the literature, see also Charpin 1980, 160-172; Jahn 2005, 20-21 and Pientka 1998, 158 with f.n. 79; Kalla 1996, 248; Koshurnikov 1996, 259; Edzard in RIA IV (1972-75), 221.

<sup>517</sup> Also Harris 1975, 36, also reflecting Goetze’s uncertainty.

<sup>518</sup> Klengel 1983.

<sup>519</sup> George 2009, 155.

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

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

### AbB 4 16

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

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

#### Notes:

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

<sup>520</sup> Thureau-Dangin 1924, 15.

<sup>521</sup> Stol 2004, 736.

<sup>522</sup> See [4.6].

<sup>523</sup> The verb *ekēmum* does not always carry the nuance of *unjust* confiscation. Cf. Di 1456:11 (unpub.): *ša šar-rum i-ki-mu* (“which the king took away (and returned to another)”) (Suurmeijer 2014 2:249-250 with a discussion of the dossier in 1:473-476).

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

#### AbB 4 40

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

Translation:

(1-9) To Šamaš-hāzīr and Marduk-nāšīr, speak, thus (says) Hammurabi: Ibbi-Adad, the “Wrestler” (*ša umāšim*(*lú-gešpu*<sub>2</sub>)) informed me thus, he (said) as follows:

“(concerning) a field of my paternal estate which we have held for a long time Šēp-Sîn the Sukkukum(-official) (*geštu<sub>2</sub>-lal*), son of Abijatam claimed against me. (10-17)

Šamaš-hāzīr, the city (representatives), and the elders took their stand; they decided the matter of that field and they confirmed that Abijatam the father of the Sukkukum(-official) had not taken possession of that field, that that field is our possession, and they gave me a tablet and in the tablet which they gave me Abijatam, father of the Sukkukum(-official) is written as a witness (lit. for testimony). (18-21)

Now, the Sukkukum(-official) the son of Abijatam has claimed against me (for) my field and keeps (i.e. withholds) barley on deposit.” Thus he informed me. (22-28) Either,

as Ibbi-Adad the “Wrestler” has said, Šamaš-hāzīr, the city, and the elders have decided the affairs of the matter of the field and confirmed the field as belonging indeed to Ibbi-Adad and in the tablet Abijatam father of the Sukkukum(-official) is written as a witness (,in which case), indeed return the field and barley to Ibbi-Adad, (29-35) or the matter of that field has not been decided, Šamaš-hāzīr has not confirmed and given that field to Ibbi-Adad (,in which case), let the weapon of the god come down to the field and you (pl.), the city (representatives) and the elders, confirm the matter of that field before the god and (36) give the field as his permanent property (*ana dūrišu*).

Notes:

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

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

## YOS 15 36

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

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

### Notes:

6: *dūru(m)* is used attributively (cf. AbB 4 16) and it is worth noting that what is described as an *eqlum dūrum* and now belongs to Azi’el (l. 5) originally belonged to his father-in-law. We are not told the details of the king’s pronouncement (l. 7), but, based on the description of the property as a “permanent field of the father of his wife”, it is likely that this informed the king’s decision to give it (to Azi’el) (l. 7), also by analogy with AbB 4 16.

15: On *šuta’u* see CAD Š/3 s.v.

16-17: On the meaning of *meher tuppim* as a “reply” or “answer to a letter”, see Stol 2001, 459.

## AbB 2 1<sup>527</sup>

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

<sup>524</sup> AbB 4, p.29.

<sup>525</sup> Fiette 2018, 228.

<sup>526</sup> Edzard 1996, 117. A translation “for its duration” or “for its perpetuity” is also possible, which would also be derived from *dūru* B (CAD s.v.).

<sup>527</sup> Also relevant for the meaning “permanent status” is the use of the lexeme in AbB 2 43:22.

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

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

#### Summary and implications for CUSAS 10 18:21

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

#### 4.3.3.3 Types of transaction: sales, exchanges, alterations

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

<sup>528</sup> This gains traction when one considers the most plausible intent behind §§2-4 was to restore family property, namely part of a heritable estate that had been sold or exchanged.

<sup>529</sup> Harris 1983, 80-98.

<sup>530</sup> Harris 1983, 89.

<sup>531</sup> Harris 1983, 93-94.

<sup>532</sup> Harris 1983, 88.

<sup>533</sup> Harris 1983, 88-93.

<sup>534</sup> Discussed at more length in 4.6.

of the background of VS 13 82 (RS 44) when read in light of YOS 8 124 which documents the original sale.<sup>535</sup>

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

#### 4.3.3.4 Composition

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

“The last section is unfinished, showing that the scribe abandoned his work for some reason. The repetition and unfinished text both suggest that the tablet is a product of scribal practice.”<sup>538</sup>

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

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

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

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

<sup>535</sup> See 4.6 for a fuller discussion of this dossier.

<sup>536</sup> George 2009, 153.

<sup>537</sup> 4.3.3.1.

<sup>538</sup> George 2009, 153.

<sup>539</sup> George 2009, 153.

<sup>540</sup> The common theme and also the distinctives were noted by George (2010, 153).

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

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

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

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

<sup>541</sup> Harris 1983.

<sup>542</sup> This is not including the variation in property types listed in §2 and §3.

<sup>543</sup> See in particular the discussion in 4.6 below.

<sup>544</sup> See 4.3.3.2.

<sup>545</sup> 4.3.2.1.

<sup>546</sup> See note to l. 29 in 4.3.1 above.

<sup>547</sup> See 4.3.2.1 above.

<sup>548</sup> See e.g. Kraus 1984, Charpin 2010e, Veenhof 1999, 607-608.



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

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

**Table 6: Interpretations of the dates of CUSAS 10 18**

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

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

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

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

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#### TS 99 + 99a (=Strassmaier Warka 23 = L. R-S 2)

Date: -/VII/RS 25

Provenance: Kutalla

Bibliography: Strassmaier Warka (no. 23)(copy); Charpin 1980 (transliteration TS 99 + TS 99a (pp.273-274); translation TS 99 (p.133); discussion (pp.133-135)); Kraus 1984 (translation and discussion (pp. 33-34, and *passim* pp. 38-43)).

Translation:<sup>553</sup>

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

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<sup>550</sup> Kraus 1984, 31-50.

<sup>551</sup> Aside from TS 24a, I have not included in this part translations of the texts gathered by Charpin in connection with the royal commission of judges from Ur and Larsa at the end of RS 35 (UET 5 253, TS 25+A, PBS 8/2 264, UET 5 124 + UET 5 252) for which see Charpin 1980, 31-34, Charpin 1986, 70-75, 172-173.

<sup>552</sup> The chronology is uncertain in some cases where the date is not extant or legible (e.g. L. R-S 11 (TCL 10 32))

<sup>553</sup> Based on the better-preserved tablet.

## Notes:

Seals: Charpin records that there is no seal impression on the tablet (or on what is left of the envelope).<sup>554</sup>

General: Following Charpin's detailed discussion of the text<sup>555</sup> Kraus added this text to his discussion of the Larsa texts attesting an edict in his 1984 work. Though the text is laconic, Charpin reconstructed the background by comparison with analogous cases, in light of which it appears that two pieces of land were sold to Puzur-Sîn by Šillī-Ilabrat. Following the *mīšarum*, the original owner and seller Šillī-Ilabrat claimed rightful return of the property from Puzur-Sîn, who then paid him an unspecified amount in compensation,<sup>556</sup> i.e. in lieu of returning the properties. It confirms the application of the edict in Kutalla. A further detail of interest is the presence of a *rēdum*-soldier among the witnesses. He does not head the list, and his presence may be prompted by other factors, but it may be suggestive of official involvement.

**YOS 8 52 (=L. R-S 3)**

Date: 19/VIII/RS 25

Provenance: Larsa

Bibliography: Grant 1919 (BBD no. 23, copy (p.14)); HG 6 no.1761, translation (p.149)); Faust 1941 (YOS 8 52, copy); Kraus 1958 (translation, p.203); Charpin 1980 (brief discussion p. 134); Kraus 1984 (translation and discussion, p.34, and *passim* pp.38-43); Bouzon 1995 (discussion, p.13).

## Translation:

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

## Notes:

Seal: the seal reads: <sup>dr</sup>nin<sup>7</sup>-šubur / sukkal-zi an-na / [gi]š-pa kù-šu-du<sub>7</sub>

On this seal see Feuerherm 2004, 4–42 with further literature.

3: On the awkwardness of *aššum* here see Kraus 1984, 34.

General: As Charpin already noted, the background is comparable to TS 99.<sup>557</sup> The dominance of merchants as witnesses, a fact noted by Kraus,<sup>558</sup> is best understood in light of the practices discussed most recently by Charpin. Combining the archaeological and textual data, in part based on Larsa, but also Ur and Kutalla, Charpin has shown how the impetus

<sup>554</sup> Charpin 1980, 274.

<sup>555</sup> Charpin 1980, 133–34.

<sup>556</sup> Charpin 1980, 134.

<sup>557</sup> Charpin 1980, 134.

<sup>558</sup> Kraus 1984, 34.

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

### TCL 10 67 (=L. R-S 4)

Date: -/IX/RS 25

Provenance: Larsa

Related texts: TCL 10 50a+b

Bibliography: Jean 1926 (TCL 10 67, copy); Jean 1931 (Larsa, no. 17 (transliteration and translation (pp. 138-139); Kraus 1958 (translation, p.203); Kraus 1984 (translation and discussion (pp.34-35, and *passim* pp.38-43)); Bouzon 1995 (transliteration and translation pp.11-12 and *passim* in discussion pp.11-30); Charpin 2015 (discussion, p.209).

Translation:

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

Seals:

Notes:

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

<sup>559</sup> Charpin 2015.

<sup>560</sup> Charpin 2015, 203–5.

<sup>561</sup> Charpin 2015, 202–5.

<sup>562</sup> Seal A: for the description of the scenes see Delaporte 1923, 2:141–42;

Seal B: Ilī-šillī son of Sîn-iqīšam, servant of Nin[...] (Delaporte 1923, 2:142);

Seal C: Amurru-nāšir son of Sîn-rabi, servant of Il-Amurru (Delaporte 1923, 2:142). On the DN cf. SCCNH 9, 137.

<sup>563</sup> Kraus 1984, 34.

<sup>564</sup> Arnaud 1976, 86.

11: I take the plural of in-sum-meš to be a scribal confusion prompted by the presence of two recipients rather than multiple payers.

21: I read bur-gul with gul indented below (against Arnaud's bur dumu eš<sub>4</sub>-dar (sic!))(Arnaud 1976, 86). Directly above gul are indented signs belonging to the witness in line 20.

General: The property purchase described in ll. 3-5 is recorded in TCL 10 50a+b (Kraus 1984, 35), a sale text dated to the IV/RS 20, with a recorded price of 1 mina, 6 shekels of silver. As Kraus already noted, reading TCL 10 67 in light of this original contract indicates that two of the three sellers (the third, the father, has apparently died in the interim), in light of an intervening edict, obtain an additional payment of just under a quarter of the original purchase price. The reason for this payment as a proportion of the original price is elusive. For Kraus' comments on the high original price see Kraus 1984, 42.

### YOS 8 139 (=Kraus R-S 5)

Date: -/XII/RS 25

Provenance: Ur

Bibliography: Faust 1941 (YOS 8 52, copy); Kraus 1958 (discussion p. 203); Charpin 1980 (reference to Ur provenance, p.57); Kraus 1984 (discussion, p.35 and *passim* pp.38-43); Bouzon 1995 (discussion, p.13).

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

### TCL 10 70a+b (=Kraus R-S 6)

Date: 30/XII/RS 27

Provenance: Larsa

Bibliography: [Jean 1926 (TCL 10 67, copy)]; Jean 1931 (Larsa, no. 19 (transliteration and translation (p.139))); Leemans 1950 (references (p.63 with n. 110)); Kraus 1958 (translation (p.203), citation and discussion (p.213, 221)); Kraus 1984 (discussion, p.35 and *passim* pp.38-43); Feuerherm 2004 (transliteration and translation (pp. 198-199)).

Translation:<sup>565</sup>

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

<sup>565</sup> The translation follows the better-preserved case (70b).

Notes:

6: The break here and in the parallel place in l. 5 of the tablet makes the meaning of the final signs of the line uncertain.

13: I restore i-[in-pād]-'meš'. On the copy the traces before the break do not fit lugal.

General: The first three witnesses on the case, who include certainly one and most probably two merchants, do not appear on the tablet. An identification of Ilī-šilli in this text with the merchant attested in that text (l. 15) seems plausible. The presence of these witnesses together with the appearance of Iddin-Amurru as party to the contract, places the circle of merchants firmly in the background and may suggest a context similar to that discussed in connection with YOS 8 52. In this case, the property is family property and the recipients of the payment of the "price" of the property are most likely the children and heirs of Irībam-Sîn, who originally sold the family property. TCL 10 70a:5-10 and 70b: 5-10 document that the amount handed over was indeed the price (šám) of the property. The need for the text to make this clear also fits with our understanding of the *ana pūhat* terminology whereby the text is documenting a deviation from a default application of the edict whereby the property was to be returned. That the payment should correspond to the price, at least ostensibly, seems to be reflected in TCL 10 70a+b. This correspondence of the payment with the original price was already proposed by Kraus.<sup>566</sup>

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**BIN 7 166 (=L. R-S 7)**

Date: 18/VI/RS 28

Provenance: Larsa

Bibliography: (BIN 7 166, copy (plate 53); Kraus 1958 (translation, p. 204); Kraus 1984 (translation pp.35-36 and *passim* in discussion pp.38-43);

Translation:

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

Notes:

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

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**YOS 8 94 (=L. R-S 8)**

Date: 24/VI/RS 28

Provenance:

Bibliography: Grant 1919 (BBD no. 15); HG 6 no.1762 (translation); Faust 1941 (YOS 8 94, copy); Kraus 1958 (translation p.204); Kraus 1984 (translation p.36 and *passim* in discussion pp. 38-43); Feuerherm 2004 transliteration and translation, no. K81.

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<sup>566</sup> Kraus 1984, 41.

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

Notes:

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

### TS 22 + 22a (=L. R-S 9)

Date: -/VIII/RS 28

Provenance: Ur

Bibliography: Strassmeier 1882, Warka no. 95; HG 3 no. 728; Kraus 1958 (translation p.204); Charpin 1980 (transliteration (pp.214-215), translation (p. 29) and discussion in context pp. 29-34, esp. 33-34)

Translation based on tablet (for variants with the case see (Charpin 1980, 215)):

(<sup>1</sup>) A 1 sar built-up house, (<sup>2</sup>) beside the house of Ku-Ninšubur (<sup>3</sup>) and beside the house of Narām-ilīšu. (<sup>4</sup>) On the basis of an edict of the king, (<sup>5</sup>) Sîn-putram, (<sup>6</sup>) Bēlī-iddinam, (<sup>7</sup>) and his brothers, sons of Sasija, (<sup>9-11</sup>) gave to Sîn-imgur[...] son of Ipuša. (<sup>12</sup>) [In future] Sîn-p[utram] .... (rev. 1') ...-Sîn son of [...] (<sup>27</sup>) Šumi-ahī son of Sani[...] (<sup>37</sup>) AN.KA-Sîn son of AN[...] (<sup>47</sup>) Sîn-irībam (<sup>57</sup>) Ilīšu-bāni the (holder of the office of the) *kakikkum* (<sup>67</sup>) Šumum-libši h[i]s [br]other, (<sup>77</sup>) Mār-iltim, (<sup>87</sup>) Erībam-Sîn son of ... (<sup>97</sup>) month 8, (<sup>107-117</sup>) year [Rīm-Sîn] built the wall of Zabilum (=RS 28).

Notes:

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

### TCL 10 76 (=L. R-S 10)

Date: -/IV/RS 29

Provenance: Larsa

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

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

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

Notes:

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

**YBC 4484**

Date: -/RS 29

Provenance: Larsa

Bibliography: Feuerherm 2004.

Translation (from tablet):

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

**TCL 10 132 (=L. R-S 11)**

Date: -/XI/RS ?

Provenance: Larsa

Bibliography: Jean 1926 (TCL 10 132, copy); Jean 1931 (Larsa, no. 18 (transliteration and translation (p.139); Kraus 1958 (translation, p.204); Kraus 1984 (translation and discussion (pp.36-37, and *passim* pp.38-43)); Bouzon 1995 (discussion p.15); Charpin 2015 (discussion, p.209).

Translation:

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



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

Notes:

21: The year name remains a puzzle. A suggestion of M. Stol is to read:

mu<sup>1</sup> id<sup>1</sup> idigna<sup>1</sup> mu<sup>1</sup>-ba-al<sup>1</sup> (=RS 19).

General: The original contract is TCL 10 128a (AO 6383). Cf. seal on original contract (Delaporte reference: seal A. 491).

### TCL 10 105 (=L. R-S 12)

Date: 18/X/RS 31

Provenance: Larsa

Bibliography: Jean 1926 (TCL 10 105, copy); Jean 1931 (Larsa, no. 28 (transliteration, translation and discussion (pp.148-150); Kraus 1958 (translation, and comment p.205); Kraus 1984 (translation and discussion (p.37, and *passim* pp.38-43)); Bouzon 1995 (transliteration, translation, and discussion pp.15-16).

Translation:

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

Notes:

7-8: It is not certain how the plots in these lines relate to each other. Kraus recognised the ambiguity and co-ordinated them with “(and?)”. It is also possible that the lines should be read: “(in exchange for the) 1 iku orchard (i.e. the original plot), a 1 ½ iku empty plot Iddin-Amurru...gave...”.

8: I follow AHw in deriving the lexeme *ti-ri-iq-ta-am* from *ri'āqum* (AHw III s.v. *te/irīqtu(m)*) contra CAD T sub *teriktu* A (< *tarāku*).

15: See Leemans 1950, 70.

### YOS 8 141 (=L. R-S 14)

Date: 11/I/RS 34

Provenance: Larsa

Bibliography: Faust 1941 (YOS 8 141, copy); Kraus 1958 (translation and discussion, pp.205-206); Kraus 1984 (translation and brief discussion, pp. 43-44); Wilcke 1985 (transliteration following collation, and translation, pp.288-289, fn. 108).

<sup>(1-8)</sup> At the time of the confrontation concerning (*ša*) the estate of her father, belonging to Būrtum, which they had a conflict (about), they approached Talimum, but Būrtum had discarded the estate of her father and followed Šillī-Ahḫu'a and Šillī-Ahḫu'a had taken her (in marriage):<sup>(9-17)</sup> 1/3 mina of ring silver from her hand, ½ mina of ring

silver from her feet, a 10 shekel silver toggle-pin, 2 shekels of gold from her ears, 1 female slave, [...La]massi is her name, 1 male slave [...] her [brother/father], Abum-... is his name, 1 copper container (with capacity) of 100 litres, 5 *weights* of bronze, (18-26) 1 sar built-up house, beside the house of [...S]în, and beside the house of [...] son of Nunnakia, which Šillī-Aḥḥu'a after (the death of) his father had made revert (*ušēšūma*) for a second time on the basis of a proclamation of the king. His brothers do not have anything against him (i.e. he does not owe his brothers anything). (27-33) 1 iku planted orchard beside the orchard of ... which, at the time Šillī-Aḥḥu'a had taken Būrtum (in marriage), one from her father's house had declared "you shall not take (it)" – Šillī-Aḥḥu'a gave (his) consent to Būrtum. (34-40) Witnesses and date (=RS 35).

Notes:

1: For this translation of *tišbuttu(m)* see AHW s.v., 1362a ("Auseinandersetzung"); cf. Wilcke 1985, 289, fn. 108 ("Auseinandersetzung?").

31: Wilcke (coll.): *ú-ul ta-ḫa-az<sup>1</sup>-m[a]* (Wilcke 1985, 289, fn. 108).

### UET 5 253 =(Kraus L. R-S 15)

Date: -/XII/RS 35

Provenance: Ur

Related texts: UET 5 144, 145

Bibliography: Figulla 1953 (UET 5 253, copy); Kraus 1955 ((WdO 2 p.132); Kraus 1958 (translation (p.206), discussion (p.207)); Kraus 1984 Translation (p.45), discussion (p.45); Bouzon 1995 (discussion, p.19).

Translation:<sup>567</sup>

(<sup>1</sup>) ½ iku plot with young palm-trees (<sup>giš</sup>gišimmar-tur-ra) (and) (<sup>2-4</sup>) a ½ iku unbuilt plot (é-kislaḥ) beside the orchard of Lā-qīpum and beside the orchard of Luma-nūri (<sup>5</sup>) son of Awīl-ilum (<sup>6-7</sup>) which from Sîn-iqīšam son of Kalag-lulal (<sup>8</sup>) Iškur-gugal son of Išū-bā[ni] (<sup>9</sup>) had purchased. (<sup>10-11</sup>) Citing the latest edict of the king, (<sup>12-13</sup>) Šēp-Sîn and Ilī-imagura[ni] (<sup>16</sup>) turned to (<sup>14</sup>) the judges of U[r] and La[rsa]. <sup>rev(4 or 5 lines destroyed)</sup> ... (<sup>9</sup>) Sa[...] (<sup>10</sup>) Sîn-pa[...] [aga-uš]. (<sup>11</sup>) The seal of the witnesses. (<sup>12</sup>) Month 12, year 6 after Isin was seized (=RS 35).

Notes:

General: The relationship between the parties and the pre-history to this text remains obscure (Kraus 1984, 45) but, as Bouzon notes, it appears to record an appeal to the judges of Ur and Larsa against a previous contract of sale, citing an "earlier" edict of the king (*ina šimdat šar[rīm] warkītim*).

### VS 13 81 =(Kraus L. R-S 16)

Date: -/I/RS 41

Provenance: Larsa

<sup>567</sup> Seal A: *la [qī]-pu-um / dumu e-AN-la-ta dub-s[ar] / ir<sup>d</sup>[...] šum?*

Seal B: *i-lí-x-x-mi / dumu<sup>d</sup>en-zu-še-mi / ir<sup>d</sup>Amurrum.*

Bibliography: Figulla 1914 (VS 13 82, copy); Kraus 1958 (translation and discussion (p.207)); Kraus 1984 (translation (p.47), discussion (pp.45-47)); Bouzon 1995 (discussion pp.16-17).

Translation:

(<sup>1</sup>) A 1 iku orchard *full* with datepalms, (<sup>2</sup>) its one side (the property of) ... , (<sup>3</sup>) its second side (the property of) sons of Zinatum; (<sup>4</sup>) its front side ..., (<sup>5</sup>) its back side ..., (<sup>6</sup>) orchard of Sîn-rabi. (<sup>7</sup>) From Sîn-rabi, (<sup>8</sup>) the owner of the orchard, (<sup>9-10</sup>) after the third edict of the king, (<sup>11</sup>) on the basis of the edict the 1 iku orchard (<sup>12</sup>) he made it revert (lit. caused to go out) and (<sup>13-14</sup>) Ubār-Šamaš bought (it). (<sup>15-17</sup>) He weighed out 10 shekels of silver as its full price. (<sup>18-21</sup>) At no point in the future shall Sîn-rabi be responsible concerning the garden, (<sup>22</sup>) he shall not pronounce “(this is)my garden”, (<sup>23</sup>) he shall not return, (<sup>25</sup>) he swore (<sup>24</sup>) by Nanna, Šamaš and Rīm-Sîn the king. (<sup>26</sup>) Before Apil-ilīšu the fabric-beater, (<sup>27</sup>) before Ubār-Šamaš the seal cutter, (<sup>28</sup>) before Ḫabil-kēnum the envoy (*rā-gaba*), (<sup>29</sup>) before Ubār-Šamaš the envoy (*rā-gaba*), (<sup>30</sup>) before Sîn-imaguranni son of Nanna-da[...], (<sup>31</sup>) before Ilšu-nāšir son<sup>1</sup> of ..., (<sup>32</sup>) Nūr-... son<sup>1</sup> of Sîn-..., (<sup>33</sup>) before Dummuqum. (<sup>34</sup>) The seal of the witnesses. (<sup>35</sup>) Month 1, (<sup>36</sup>) year 12 (after the year Rīm-Sîn) by the mighty weapon of An, Enlil and Enki had seized Isin(=RS 41).

Notes:

11: Against Koschaker and CAD, I follow Kraus in not amending ZI-im-da-tim to *izibtim* and so to retain a second reference to the edict (Kraus 1984, 45–47).

### VS 13 82 + a (= Kraus L. R-S 17)

Date: 30/XI/RS 44

Provenance: Larsa

Related texts: YOS 8 124

Bibliography: Figulla 1914 (VS 13 82, copy); Kohler & Ungnad 1923 (HG 6 no. 1657, translation (p.93)); Kraus 1958 (translation and discussion, p.207); Kraus 1984 (translation (p.47), discussion (pp.47-48)); Bouzon 1995 (discussion pp.17-18).

Translation:<sup>568</sup>

(<sup>1</sup>) A 1 sar built-up house (<sup>2</sup>) beside the property of Nanna-mansum (<sup>3</sup>) and beside the property of Ubār-Šamaš, (<sup>4</sup>) (on) the street of Šamaš-muballit overseer of the merchants, (<sup>5</sup>) the property of Ubār-Šamaš (<sup>6</sup>) to Šillī-Irra, his sons and his wife (<sup>7</sup>) according to the edict of the king (*ana šimdat šarri*) (<sup>8</sup>) he (U.) provided for him (Š)(*iškuššum*), (<sup>9</sup>) and 5 ½ shekels of silver (<sup>10</sup>) as a supplementary payment (*ana tappilātīm*) (<sup>11</sup>) he (also) gave to him (*iddiššum*). (<sup>12-16</sup>) (That) never in future shall Ubār-Šamaš be responsible for a claim on the house, (and) shall never pronounce “(this is) my property” (<sup>17-18</sup>) he swore by the name of Rīm-Sîn the king. (<sup>19</sup>) Before Ilam-ereš son of Arwiu(m), (<sup>20</sup>) before Ilšu-nāšir son of Sîn-šēmi (<sup>21</sup>) before Ninsianna-igidu son of Gunī, (<sup>22</sup>) before Ipqu-Ištar overseer of the cloister, (<sup>23</sup>) before Nabi-ilīšu son of Amurru-mālik (<sup>24</sup>) before [Ubā]r-Šamaš the seal cutter, (<sup>25</sup>) before Ibbi-Adad

<sup>568</sup> Seal A.1: *na-bi-i-lī[-šu]* / *dumu* <sup>d</sup>mar-tu-ma-lik / <sup>r</sup>ir<sup>d</sup>mar-tu<sup>r</sup>; Seal A.2 (=B.1): Ur-[x (x) <sup>d</sup>]nisaba / *dumu* <sup>d</sup>šu-bu-l[a]-qar-ra-ad / ir <sup>d</sup>[ha]-ià; Seal A.3: <sup>r</sup>ip-qu<sup>r</sup>-<sup>d</sup>[inan]na / *dumu* *i-bi-na-na-a* / ir <sup>d</sup>šára; Seal A.4: *din*[gir-na-š]i-ir / *dumu* <sup>d</sup>en-zu-še-mi<sup>d</sup> / ir <sup>d</sup>im-x-x; Seal B.1: Ur-<sup>d</sup>[nisaba] / *dumu* <sup>d</sup>šu-bu-l[a]-qar-ra-ad / ir <sup>d</sup>ha-ià / <sup>d</sup>nisaba.

the stone cutter, <sup>(26)</sup> before Namram-šarur son of Ur-Ninsianna <sup>(27)</sup> before Sîn-ilum son of Irībam-Sîn <sup>(28)</sup> Šamaš-liwwir the seal cutter, <sup>29</sup> before Sîn-ašared the seal cutter, <sup>(30)</sup> Dummuqum the government scribe <sup>(31)</sup> before Amurrum-mālik the merchant, <sup>(32)</sup> before Ur-Nisaba, <sup>(33)</sup> before Sālilum the scribe. <sup>(34)</sup> The seal of the witnesses. <sup>(35)</sup> Month 11, day 30, <sup>36</sup> the year 15 (after) Isin was sei[zed].

Notes:

6: On the identity of the sons referred to here, cf. YOS 8 124, and also YOS 8 125. In light of the same texts, his wife referred to here is Aḫatum.

21: Cf TCL 10 55, rev. 16

31: Cf. patronym in l. 23.

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### YOS 8 110 (=Kraus L. R-S 18)

Date: -/I/RS 49

Provenance: Larsa

Bibliography: Faust 1941 (YOS 8 52, copy); Kraus 1958 (brief comments, p.48); Kraus 1984 (brief comments, p.48); Bouzon 1995 (discussion, p.18).

Translation:

<sup>(1)</sup> 1/3 sar [...] <sup>(2)</sup> beside the house of Pura[...] <sup>(3)</sup> and beside the house of Sîn- [...], <sup>(4)</sup> a house of Sîn-da[miq], <sup>(5)</sup> from Sîn-da[miq] <sup>(6)</sup> the owner of the house [...], <sup>(7)</sup> after the decree of the king (*warki awāt šarri[m]*) <sup>(8-9)</sup> Ubār-Šamaš bought (it); <sup>(10-12)</sup> he weighed out 4 2/3 shekels of silver as its full price. <sup>(13-16)</sup> At no point in the future shall Sîn-damiq be responsible for a claim on the property [...]; <sup>(17-18)</sup> that he shall not pronounce “(this is) my property”, that he shall not return <sup>(19-21)</sup> he swore by Nanna, Šamaš and Rīm-Sîn the king. <sup>(22)</sup> Before Apil-ilīšu the *brewer* <sup>(23)</sup> before Ilum-liṭṭul the silversmith, <sup>(24)</sup> before Inanna-Dingir [...], <sup>(25)</sup> before Ur-... <sup>(26)</sup> before Dummu[qum], <sup>(27)</sup> the seal of the witnesses. <sup>(28)</sup> Month 1, <sup>(29)</sup> year 20 (after) Isin <sup>(30)</sup> was sei[zed].

Notes:

22: If this Apil-ilīšu is to be identified with the ropemaker of the same name in VS 13 81:26 then his title/occupation here is different.

General: Coming in RS 49, but sufficiently close to an earlier edict to merit inclusion of the ‘avoidance of doubt’ clause (*warki awāt šarri(m)*) takes us close to the point at which the edict of CUSAS 10 18 may have been written. However, if CUSAS 10 18 was dated to year 21 after Rīm-Sîn seized Isin (RS 50) then it would mean that the edict to which YOS 8 110 refers, and the edict recorded in CUSAS 10 18, appear to be improbably close in time.

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### TS 58 +a (= L. R-S 19)

Date: 4/VII/Ḫa 41

Provenance: Ašdubba (?)

Bibliography: Strassmaier Warka no. 30; Kraus 1958 (excerpt translation and comments pp.207-208); Charpin 1980 (transliteration pp.242-244, translation and discussion pp.142-146); Kraus 1984 (excerpt translation and comments pp.48-49).

Translation (based on tablet):

<sup>(1-6)</sup> Concerning an orchard of Sîn-māgir, which Mār-Amurrim bought for silver, Ilum-bāni claimed on the basis of the edict of the king (*ana šimdat šarri(m)*) and they went

to the judges and the judges sent them down to the gate of Nin-mar. <sup>(7-17)</sup> The judges of (at?) the gate of Nin-mar (made Ilum-bāni swear) in the gate of Nin-mar. Thus he swore, as follows: I am indeed a son of Sîn-māgir, he took me as a son (lit. for sonship), my sealed tablet is not broken (i.e. voided).” Thus he swore and after (the reign of) Rīm-Sîn, they confirmed the orchard and house (as belonging) to Ilum-bāni. Sîn-muballiṭ returned and contested <sup>(18-33)</sup> and they went to the judges and the judges sent them down to the city (assembly) and elders and at the gate of Nanna, the *šurinum*-emblem of Nanna, the Divine Bird of Nin-mar, the Divine Spade of Marduk, the Divine Weapon of Abnum took their stand and the former witnesses of Mār-Amurrim had declared that at the gate of Nin-mar Ilum-bāni had sworn “I am indeed the son” and (so) they confirmed the orchard and house (as belonging to) Ilum-bāni. Sîn-muballiṭ shall not return and contest (the matter), he swore by Nanna, Šamaš, Marduk and Ḫammu-rabi the king. <sup>(34-47)</sup> Before Sîn-inguranni the mayor, before Etel-pī-Sîn, before Apil-eṣetim, before Ubārum, before Sanqum, (before) Warad-Sîn, before Aḫija, before Sîn-dugul, before Šamaš-bāni son of Abī-maraš, before Saniq-pīšu, before Izkur-Ea the *rēdūm*-soldier, before Ba’u-ila. Seal of the witnesses. Month 7, day 4, Ḫa 41.

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**UET 5 263<sup>569</sup> (=Kraus L. R-S 20)**

Date: date not preserved

Provenance: Ur

Bibliography: Kraus 1955 (WdO 2, p.132); Kraus 1958 (translation (p.208) and discussion (pp.208-209)); Kraus 1984 (translation (p.49) and discussion (pp.49-50)); Bouzon 1995 (referenced p.19, fn.39).

Transliteration:

<sup>(0)</sup> [a temple office] [Appâ] <sup>(2)</sup> had given <sup>(1)</sup> [to] [*Kiagmadana* (?)] <sup>(2)</sup> and he(=K.) had bought (it). <sup>(3)</sup> On the basis of an edict of the king (*ina šimdat šarrim*) <sup>(4-5)</sup> Appâ son of Bēli... took away (*īkimšu*) the temple office. <sup>(6-7)</sup> The king decided the matter and, from the temple office of Appâ, <sup>(9)</sup> the temple office of ... <sup>(10)</sup> 10 days per year (of) the temple office of *E-Urlulu* <sup>(11-12)</sup> the king returned (it) to *Kiagmadana*. <sup>(13)</sup> In future he shall not contest the matter. <sup>(14)</sup><sup>(erased)</sup> Before Šullum, <sup>(15)</sup> Nergal-bāni, <sup>(16)</sup> Namti-nigba-ani, <sup>(17)</sup> ... <sup>(18)</sup> Iddin-Erra, <sup>(19)</sup> Šamaš-rabi, <sup>(20)</sup> ... (remainder broken)

Notes:

Seal: *a-ap-pa[-a] / dumu be-lī[-i]*

3': As reconstructed, the fragmentary text records the king's intervention in what appears to have been a misapplication of his edict whereby Appâ who had, it seems, sold a prebend to K. and then taken it away on the alleged basis of the royal edict. The remainder of the text is taken up with the decision of the king and the return by the king of certain prebendary shares to K., presumably in compensation for or equivalent to that taken away by Appâ. The most immediate interest in the text for our purposes is the indirect support it gives to the proposition that a prebendary office could come under the application of a *šimdat šarrim*. This inference can be drawn despite the fact that Appâ's action was wrongful. Unless Appâ's action was entirely novel, it speaks for an understanding of the operation of a royal edict as applying, in principle, also to sales of prebendary offices. It is explicit in CUSAS 10 18 that an earlier sale of a prebend (*paršum*) could come under the sway of the edict, and may have applied by extension to cases of prebendary exchange.

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<sup>569</sup> See now the photo on CDLI (P415148).

9': mar-za sa-l[a-l]i-tam (?).

16': Cf. UET 5 194, rev. 6' (Amurru), also Richter Panthea 2 2004, 462, though with no further progress.

17': The reading of both names is uncertain: <sup>P</sup>e<sup>2</sup>-da<sup>2</sup>-ú <sup>P</sup>AN-BA-BI-A

### VS 13 71

Composite from tablet and case

Date: -/XII/RS 32

Provenance: Larsa

Translation (composite from tablet and case):

<sup>(1-10)</sup> 1 sar ruin (*ki-šu-bu*) and ... (*ú UD*), house (*é*) of Zamitam, Ubār-Šamaš built up (*i-pu-ú-ši*) ... as long as the king stays in Warka[...], Ubār-Šamaš is present; on the day the king enters (*īterbu*), Zamitam shall take (*itabbal*) his house

Witnesses (case); month and date (composite):<sup>570</sup>

<sup>(11)</sup> before Nūratum son of Ilī-išmeanni, <sup>(12)</sup> before Tarībum son of ... <sup>(13)</sup> before Nūratum son of Ur-gāmil <sup>(14)</sup> before Iddin-..., <sup>(15)</sup> before Šamaš-kīma-ilija, <sup>(16)</sup> before Irībam-Sîn. <sup>(17)</sup> Month 12, day [4], <sup>(18-19)</sup> The year following the third year (after Rīm-Sîn) captured Isin.

### TS 24a

Date: -/VI/RS 34

Provenance: Ur

Bibliography: Charpin 1980 (p. 30 (translation), pp.31-34 (commentary); pp.216-217 (transliteration)).

Translation of case (as restored by Charpin):

<sup>(1)</sup> [or]chard [of Ipquša], <sup>(2-3)</sup> [a]s much as they [re]verted [on the basis of the ed]ict of the [ki]ng, <sup>(4)</sup> [the son]s of Sasija <sup>(5)</sup> [and] Sîn-ingur <sup>(6-7)</sup> [divi]ded [equ]ally. <sup>(8)</sup> He swore by the name of the king. <sup>(9)</sup> [Before] Nanna, <sup>(10)</sup> Šamaš, <sup>(11)</sup> Annum-pî-[...], <sup>(12)</sup> Sîn-[ēriš] <sup>(13)</sup> son of ... <sup>(14)</sup> Sîn-erībam, <sup>(15)</sup> Warad-[Ištar]. <sup>(16)</sup> [The seal of] the witness[es]. <sup>(17)</sup> [Month] 6, day [5], <sup>(18)</sup> the year following [the fifth year after] Isin [was seized].

<sup>570</sup> Seal A.1: <sup>d</sup>dam-ga[l] / <sup>d</sup>en-[...]; Seal B.1: <sup>d</sup>en-ki / <sup>d</sup>dam-gal-nun-na; Seal B.2: *nu-úr-ra-tum / dumu i-lí-iš-me-a-ni / ir<sup>d</sup>en-zu-...*

## 4.5 Between chancery and archive: integrating CUSAS 10 18 with the archival evidence for Type IIb edicts under Rīm-Sîn

### 4.5.1 Introduction

Kraus classified the royal edicts as Type I, Type II and Type III acts. Taking aside Type III legal acts, the royal law-collections, Type I concerned administrative changes that were prospective in effect, while Type II edicts were retrospective in effect.<sup>571</sup> Kraus subdivided Type II edicts according to those explicitly annulling debts (hereafter “IIa” edicts), and those annulling transfers of property (hereafter “IIb” edicts).<sup>572</sup> Type IIb edicts are attested, based on the archival material, for the kingdom of Babylon, Marad, Ḫana, and Larsa. Indeed, all the proposed Type II edicts for the kingdom of Larsa, all of which come from the reign of Rīm-Sîn, appear to be Type IIb edicts, mandating the return of property previously transferred.

In part 4.3, evidence was presented for classifying CUSAS 10 18 as preserving the text of a Type IIb edict of Rīm-Sîn. The known archival evidence for such edicts issued under Rīm-Sîn was surveyed in part [4.4]. The purpose of this section is to integrate the findings about CUSAS 10 18 with that contemporary evidence of Type IIb edicts issued under Rīm-Sîn. In doing so, I am making a working assumption. No clear synchronism exists between an archival text (mentioning an edict) and CUSAS 10 18, even assuming the different possibilities for the latter’s date. The majority of the archival texts with an extant date pre-date CUSAS 10 18, and at least two of the archival texts post-date Rīm-Sîn’s reign.<sup>573</sup> Kraus considered that Rīm-Sîn issued at least three edicts,<sup>574</sup> all of them concerning the annulment of property sales and transfers.<sup>575</sup> In what follows, I assume a high degree of textual stability between CUSAS 10 18 and the text of the earlier edicts that are attested only in the archival record. There are a number of factors that support an assumption like this. Although the edict of Rīm-Sîn’s 25<sup>th</sup> year (the “first edict” according to Kraus) is, based on Kraus’ grouping of texts, the best attested, the archival texts that attest the existence of the “second edict” and “third edict” show considerable consistency in their application. At the very least, the nature of the edict clearly remained a “Type IIb” edict, mandating the return of property previously transferred and it seems reasonable to assume the provisions of the edict(s) remained stable. To the extent that an edict tradition from a different kingdom can be comparable, the diachronic snapshot of the edicts issued by the Babylonian kings of the first dynasty show a cumulative but conservative textual tradition, to the point that the text in some respects had even become fossilized.<sup>576</sup> As will become clear in the discussion that follows, assuming close alignment between CUSAS 10 18 and the earlier edicts of Rīm-Sîn’s reign can lead to a sharper understanding of certain features showing up in the archival texts.

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<sup>571</sup> Kraus 1984, 113.

<sup>572</sup> Kraus 1984, 113–14.

<sup>573</sup> SAOC 44 22; TS 58.

<sup>574</sup> Kraus 1984, 31–50.

<sup>575</sup> Kraus 1984, 114.

<sup>576</sup> Lieberman 1989, 251–256; Charpin 1987.

#### 4.5.2 Edicts for the kingdom of Larsa: geographical spread and official oversight

The two-fold goal of this synthesis is to match up the archival material and aspects of CUSAS 10 18 but also to seek to explain divergences or fill in gaps not addressed by the other material. Two aspects about which CUSAS 10 18 cannot precisely inform us are (i) the geographical reach of the edicts, and (ii) the process of official oversight when the edicts came to be applied. For this, the archival evidence can fill in the picture. From the archival texts dealing with royal edicts in the kingdom of Larsa<sup>577</sup> the best attested, from an archival perspective, is the 'first' edict of Rīm-Sîn (RS 25) in which it can be concluded from the texts from Larsa, Ur<sup>578</sup> and also Kutalla, that this edict, at least, was applicable in the entire kingdom,<sup>579</sup> a reach which can be reasonably supposed for the other Rīm-Sîn edicts. This leads then to the matter of official oversight or application of the edict on the ground. When it comes to such oversight, our best evidence remains the commission of judges of Ur and Larsa<sup>580</sup> convened in Ur in the 12<sup>th</sup> month of RS 35<sup>581</sup> reconstructed by Charpin with particular reference to a dossier attesting the family of Sasija in Ur.<sup>582</sup> Also relevant for the application of this edict is the dossier relating to the family of Ku-Ningal.<sup>583</sup> The claim recorded in TS 25 by the sons of Sasija, which was ultimately unsuccessful, is best understood as an attempt to invoke the application of Rīm-Sîn's recently promulgated edict in RS 35.<sup>584</sup> The presence of a king's servant, and soldiers in apparently official capacity<sup>585</sup> in the archival texts points towards the importance and availability of oversight in the application of the edicts.<sup>586</sup> While CUSAS 10 18 does not enlighten us about this aspect of enforcement, it does complement and refine the picture we have of how the edict was applied on the ground. The various outcomes in the archival material were classified by Kraus and I now turn to consider these.

<sup>577</sup> Kraus 1984, 31–50.

<sup>578</sup> Charpin 1980, 29.

<sup>579</sup> Charpin 1980, 134.

<sup>580</sup> In general see Charpin 1980, 31–34 with Charpin 1986, 74–75 and 172–173. Specifically see TS 25a:15–18 (Charpin 1980, 217), UET V 253:14–16 (Charpin 1980, 32–33) and PBS 8/2 264:9–10. Kraus (1984, 43–44) considers that YOS 8 141 may be connected to the same commission.

<sup>581</sup> Also attested by ll.14–16 of UET V 253 (Charpin 1980, 32–33), and PBS 8/2 264:9–10.

<sup>582</sup> Charpin 1980, 31–34, also with PBS 8/2 264, where the servant of the king (*warad šarrim*) is understood by Charpin as a member of this same commission (Charpin 1986, 169–173).

<sup>583</sup> Charpin 1986, 70–75.

<sup>584</sup> Charpin 1980, 31–32.

<sup>585</sup> Charpin 1986, 74–75, including reference to YOS 8 94 and Ilī-tūram *rēdūm*-soldier of Lipit-Ištar.

<sup>586</sup> Consider also the following appearance of *rēdūm*-soldiers and other officials: TS 99:18 (RS 25): penultimate witness, Bēlum-ilī the *rēdūm*-soldier; TCL 10 67:16–17 (RS 25): second and third witnesses are Amurru-nāšir the lieutenant (nu-banda<sub>3</sub>) and Irībam-Sîn the *rēdūm*-soldier; BIN 7 166:18 where the title of the penultimate witness can plausibly be restored as ag[a-uš]; TS 22, rev. 5': Ilšu-bāni the (holder of the office of the) *kakikkum* (for which see Charpin 1986, 75 with f.n. 2 and 3); VS 13 81:28–29 (RS 41) listing as witnesses two *rakkūm* envoys; note also the role of the king in VS 13 71 but the precise background to the text remains obscure; TS 58 post-dates Rīm-Sîn (Ḫa 41) but concerns an earlier application of a Rīm-Sîn edict, nb. the witness is a *rēdūm*-soldier (T: l. 43; C: l. 43 with seal).



### 4.5.3 Explaining the outcomes at ground-level

As Kraus saw, the application of the first edict triggered three kinds of transactions and texts on the ground.<sup>587</sup> In summary, these three types of contract were:

I: contracts in which the original seller claims and receives back the sold property;

II: contracts in which the original transaction was somehow corrected or supplemented by the handing over of a silver payment; and

III: contracts in which the original transaction was corrected by the handing over of property other than the original sold property.

The groups of contract types II and III showed a further variant, where the text also included the designation *ana pūḥat* (“in exchange for”). Following Kraus’ designation, these were Type IIb and IIIb contracts. So then, based on the archival texts alone, the corrective measures of the edict, when applied, led to the handing over of either money or property. If property was given, this was sometimes the same property originally sold but more often different property, in lieu of that originally sold. Sometimes, the money payment or property given was designated *ana pūḥat*. Reasoning from the same texts, it is logical to conclude that the transactions evidenced by these contracts were equally valid applications of the overarching edict.

However, if we assume that CUSAS 10 18 was representative of the edicts attested for Rīm-Sîn’s reign, it leads us to distinguish further between these ground level contract types. CUSAS 10 18 §§2-3 deal with the transfer of property by sale and exchange respectively.<sup>588</sup> In each case the provision mandates the return (*utâr*) of the property.<sup>589</sup> The text does not explicitly mention the possibility of agreeing a price or giving property in kind (§4 does address the question of like-for-like replacement where a purchased property has been altered in the interim). In this light, the resulting contract Type I would appear to reflect the default position of the edict, at least taking the text of CUSAS 10 18 at face value: the property originally bought is to be returned.

This need not mean that Type II and Type III contracts were in any way suspect, or more open to future challenge, but simply that – again taking CUSAS 10 18 to be accurate and representative and assuming no substantive change from the “first” edict onwards - the payment of money or transfer of other property was not expressly provided for in the edict.

Such a theory is, of course, provisional but, if correct, lends some explanatory power to the meaning and distribution of the *ana pūḥat* texts. It largely supports Kraus’ conclusions on these texts, and his critique of Matouš’s earlier views.

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<sup>587</sup> Kraus 1984, 38–39 and earlier, Charpin 1980, 133-134.

<sup>588</sup> Only §2 explicitly mentions *paršum* “temple office” in the list of applicable kinds of property.

<sup>589</sup> In §2 the original buyer must return the property entire (*g[am]ram utâr*).

#### 4.5.4 The *ana pūḫat* texts

In his earlier work Kraus discussed in detail the *ana pūḫat* texts in the context of conventional exchange texts from Larsa.<sup>590</sup> He disagreed with Matouš's earlier characterization of the *ana pūḫat* texts as "exchange certificates", in other words, as conventional exchange contracts. He was correct to do so. His own view was that the intervening edict had meant a three stage process was in operation: original sale, intervening edict, and then corrective transaction (*ana pūḫat*). The use of precise terminology belonging naturally in an exchange setting was explained by Kraus as a scribal convenience whereby the scribes showed a tendency to adopt existing forms and formulae even within innovative contexts.

CUSAS 10 18 confirms Kraus' position and that *ana pūḫat* "in exchange for" was entirely appropriate<sup>591</sup> terminology to use in this setting. Kraus had already seen from the texts that these were *de facto* exchanges<sup>592</sup> because the compensating property or payment was given instead of the property originally sold. As CUSAS 10 18 shows, the default position was the return of the original property. The effect of the edict was to place the original seller in the position of rightful owner of the property. Thus if the purchaser wished to hold onto the original property, he did so in effect as someone who had to obtain ownership of the property a second time. The compensating payment was then naturally "in exchange for" the original property, even if the purchaser held physical possession of the property throughout this process.

#### 4.5.5 Prebendal property

The text of CUSAS 10 18:9 makes explicit reference to the return of any prebendary office (*paršum*) which has been bought. It must be returned entire. This reference to a prebendary office in the edict helps to account for the evidence in the archival texts that indicate the application of Rīm-Sîn's edicts to prebendary offices. Kraus had already seen this indication in UET 5 263,<sup>593</sup> and Charpin added to this the evidence of TS 25, involving an attempt by the sons of Sasija to recover, among other property, prebends, following the edict of RS 35. He commented "[o]n voit donc que le retour des biens vendus à leur ancien propriétaire, prévu (dans certains cas du moins) par l'Edit de mišarum, loin de se limiter aux biens immeubles stricto sensu, portait aussi sur les prébendes."<sup>594</sup> It was on that evidence not certain that the royal edict needed to make explicit reference to prebends or whether it could extend by implication to other heritable property including prebends, but the appearance of *paršum* in CUSAS 10 18 shows its explicit incorporation at some point in the textual tradition of Rīm-Sîn's edicts. This extension to prebendal property is not, of itself, surprising, given that it formed an important part of heritable property, and was not limited to Rīm-Sîn's

<sup>590</sup> Kraus 1958, 210–16.

<sup>591</sup> Though not requisite, as the existence of Type IIa and Type IIIa contracts show.

<sup>592</sup> Kraus 1958, 216.

<sup>593</sup> Kraus 1958, 208.

<sup>594</sup> Charpin 1980, 32.

Larsa. Prebendary offices were also in Babylonia a natural object both of redemption – the private means of recovering heritable property<sup>595</sup> and, at times, royal intervention.<sup>596</sup>

#### 4.5.6 Legislating for a loophole: alterations and the return of like-for-like property

Lines 15-18 of CUSAS 10 18 (§4) address a rather specific situation:

*šumma awīlum kišubbām išāmma ana bītim ītepuš kišubbām kīma kišubbēm išakkan*

“if a man buys a ruin and makes it into a (built) house, he shall provide ruin in place of ruin.”

It anticipates a clog in the straightforward return of property to its previous owner: the buyer may have altered the property in the meantime. The paragraph therefore seeks to uphold not only the return of the property to its original owner, but the return of like-for-like property. The need to draft for such a specific situation like this can only have been in response to a practice attested on the ground. An obvious background to such a practice is discussed below (4.5.7), namely the buying up and building upon a series of contiguous plots by merchants to construct their large residences. Such a practice on the ground could have earned the specific attention of a provision in the edict. If this can explain, at least in part, why such a provision was included in the edict, we need then to ask what evidence there is of the application of this provision when the edict came to be enforced. A few texts deserve attention here. TCL 10 76 (RS 29) documents the application of an edict: Iddin-Amurru (the merchant) in exchange (*ana pūhat*) for an empty plot (*é kis[lah]*) previously bought by him, gives a built-up house. On the face of it, this suggests that a provision like §4 of CUSAS 10 18 was not in force at this point (RS 29), for the property given by Iddin-Amurru is not like-for-like.<sup>597</sup> However, we cannot know whether this exchange reflects any uplift in value between the plots that could encompass compensation. In RS 28, we have a record in YOS 8 94 of Abum-waqar (the merchant) giving an empty plot (*é kishlah*) on account of the edict of the king. Given the need to freshly describe the property’s location, and the fact that it was given “in exchange for their (=previous sellers’) house”, this unbuilt property was not the same property originally sold, but it may well have been the same type i.e. unbuilt/vacant, and so may hint at a like-for-like replacement where the unbuilt plot has been built upon in the meantime.<sup>598</sup> More clearly this is seen in YOS 8 124, to be read together with VS 13 82. In VS 13 82 the edict is applied. YOS 8 124 documents the original sale that lies in the background. The house being provided in VS 13 82 is built-up (*é-dū-a*) and not therefore like-for-like as a replacement of the property originally sold in YOS 8 124 (*é ki-šub-ba*). The provision of this property according to the king’s edict, also employing *šakānum* (VS 13 82:8: *iškuššum* cf. CUSAS 10 18:18) does not seem to fulfil the like-for-like requirements of CUSAS 10 18. One could of course suppose that the provision was

<sup>595</sup> See chapter [1].

<sup>596</sup> Also in the north. See the Sippar dossier discussed by Suurmeijer 2014 1:473-476.

<sup>597</sup> In YOS 8 94 an empty plot (*é kishlah*) is given on account of the edict of the king.

<sup>598</sup> See also VS 13 71 where a *kišubbūm* plot (and other property) is built upon by an Ubār-Šamaš.

not yet in place for CUSAS 10 18 post-dates VS 13 82 (RS 44), but there is another indication in VS 13 82 that Ubār-Šamaš's provision of property was not enough on its own to satisfy the terms of the edict: lines 9-11 document that he also gave 5 ½ shekels of silver as a supplementary payment (*ana tappīlātīm*). Could this have been in deference to the fact that like-for-like property had not been granted in strict accordance with the edict? It would then be analogous to those cases where a price was paid in lieu of returning property.<sup>599</sup> While this evidence on the ground suggests that altering unbuilt property was caught by the edict(s) of Rīm-Sîn, the most explicit textual parallel to CUSAS 10 18:15-18 emerges from SAOC 44 22. This concerns property in the Larsa region, and attests to the practice of building upon the property there, and its being caught by an edict, but because the text references an edict of Samsu-iluna, it opens up larger questions that will be addressed fully in 4.6. Staying within the archives contemporary with the reign of Rīm-Sîn, we turn to an important background and application to Rīm-Sîn's edicts.

#### 4.5.7 Acquisitive merchants, the intent and application of the edicts

Since Kraus 1984, important advances have been made in understanding the acquisitive activity of Larsa merchants, and the apparent drop in real estate transfers in the second half of Rīm-Sîn's reign. Charpin laid the groundwork for these advances in two contributions<sup>600</sup> which were recently updated and synthesized.<sup>601</sup> As Charpin has already shown, this has a direct bearing on our understanding of the function and intent of the edict of Rīm-Sîn's 25<sup>th</sup> year, and later (Charpin 2015, 202–10, esp. 209–10). That the merchants operating in Larsa and its environs played an important part in the transactions surveyed in 4.4 is immediately evident from the witnessing patterns and protagonists connected to the circle of merchants. However, combining the archival material with archaeological data from the Larsa excavations, Charpin has reached a more plausible explanation of the data than previously reached by Matouš or Leemans. His insight is that the flurry of acquisitions by known merchants, particularly salient in the first half of Rīm-Sîn's reign, but resting on a prosperity already present in Warad-Sîn's reign, was motivated by a programme of prestige building among the Larsa merchants. This building of very large residences prompted and required the buying up of a series of contiguous plots. It is usually inferred that the sellers of these contiguous plots were insolvent debtors selling family property at an undervalue. Such an inference is based on cumulative evidence: (1) it is explicit in a number of cases that family members, sometimes several members of a family, are disposing of the family property; (2) the later payments in compensation prompted by the edicts, whether or not they amount to a fraction of the original value of the property, suggest at least that the original sale was at an undervalue; (3) this kind of inequity is the most plausible context within which to understand the intent of the royal intervention.

<sup>599</sup> TCL 10 67, TCL 10 70a+b, and *passim*.

<sup>600</sup> Charpin 1996; Charpin 2003.

<sup>601</sup> Charpin 2015, 193–212.

#### 4.5.7.1 *Iddin-Amurrum*

In order to fully appreciate the property acquisitions of the merchant Iddin-Amurrum the acquisitions of his father, Ištar-ilī,<sup>602</sup> should also be taken into account.<sup>603</sup> Ištar-ilī acquired 10 plots in the 20-year period from Sîn-iqīšam’s 2<sup>nd</sup> regnal year until Rīm-Sîn’s 4<sup>th</sup> regnal year.<sup>604</sup> Charpin combines texts concerning these acquisitions with the 7 acquisitions made by Iddin-Amurrum himself after his father’s death, activity spanning the 21-year period from Rīm-Sîn’s 7<sup>th</sup> to 28<sup>th</sup> regnal years and showing evidence of the consolidation of contiguous plots. Yet, as Charpin has shown, the purpose of these acquisitions can be seen most clearly in the later division of Iddin-Amurrum’s house among his sons in Ḥammurabi’s 40<sup>th</sup> regnal year (TCL 10 174).<sup>605</sup> The conclusion drawn from this evidence is that “the acquisition of some 20 plots of land over a 45-year period by Ištar-ili and later his son Iddin-Amurrum resulted in the construction of a single house with an area of approx. 300 m<sup>2</sup>”.<sup>606</sup> Taking into account the outer areas and open spaces, it may have been as large as 500 m<sup>2</sup>.<sup>607</sup> Charpin persuasively interprets this phenomenon as prestige building among merchants of a kind also attested among the merchants of Aššur.<sup>608</sup> This bears directly on our understanding of the background to the application of Rīm-Sîn’s edict(s). Charpin considers that it is against this background of prosperity and acquisition of contiguous plots to consolidate and build large properties, that the application of the edicts of Rīm-Sîn should be understood: “[t]he king thus intervened in order to put a stop to the abuses which had obviously accompanied the booming real estate market of the preceding years: those who had not paid a just price were compelled either to return the acquired land, give another piece of land of equivalent size, or pay an additional sum of money”.<sup>609</sup>

#### 4.5.7.2 *Abu(m)-waqar*

The texts which can be reliably assigned to the historical archive of the merchant Abum-waqar, son of Iddin-Erra, together with other texts attesting his property transactions, provide evidence of another merchant, with links to Iddin-Amurrum and other prominent merchants (Feuerherm 2004), who was also active in the acquisition of real property during the reign of Rīm-Sîn and was subject to the corrective measures of an edict of Rīm-Sîn. While the archive shows a distribution from RS 8 – RS 35, the texts are more concentrated in the period from RS 14.

The property acquisitions and related documents are set out as follows:

No.	Text	Date	Transaction	Property	Counterparty
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<sup>602</sup> On Ištar-ilī as father of Iddin-Amurrum, see Leemans 1950, 58.

<sup>603</sup> Charpin 2015, 202–3.

<sup>604</sup> Charpin 2015, 203.

<sup>605</sup> Charpin 2015, 204.

<sup>606</sup> Charpin 2015, 204.

<sup>607</sup> Charpin 2015, 204–5.

<sup>608</sup> Charpin 2015, 208; see also Veenhof 2011.

<sup>609</sup> Charpin 2015, 210.

1.	YOS 8 68 = YBC 4484	18/III/RS 14	purchase	1 2/3 sar é-dù-a	Nanna- mansum
2.	YBC 8705	-/III/RS 18	purchase	[x] sar é-dù-a	Iddin-Nanaja
3.	YOS 8 77 = YBC 4250	6/XII/RS 20	(Re- )purchase by payment of additional payment ( <i>tappilātum</i> )	5/6 sar 15 še é-dù- a	Šēp-Sîn and his wife, Mattatum
4.	YOS 8 79 = YBC 5563	6/IV/RS 23	purchase	[...] <sup>gis</sup> kiri <sub>6</sub>	Alitum, Kabta- nūrī, and Sîn- pāter
5.	YBC 4278	-/IX/RS 23	purchase	2 iku <sup>gis</sup> gišimmar <sup>610</sup> TUR íb-sá	Ilīma-abī
6.	YOS 8 84 = YBC 4283	-/IX/RS 23	purchase	1 (eše <sub>3</sub> ) iku [a- šá] <sup>611</sup>	Apil-Sîn
7.	YBC 4383	-/IX/RS 23	purchase	5 iku 70 sar a-šá	Yamlik-El
8.	YBC 4253	-/X/RS 23	purchase	1 sar é-dù-a	Šū-kabta and his son, Ḫāzirim
9.	YBC 4213	-/XI/RS 23	purchase	1 iku <sup>gis</sup> kiri <sub>6</sub> <sup>gis</sup> gišimmar íb-sá	Pakatum, Adad-tillassu and Lišātum
10.	YBC 4276	-/XII/RS 23	purchase	1 iku <sup>gis</sup> kiri <sub>6</sub> <sup>gis</sup> gišimmar íb-sá	Damiqtum and Warad-ilātim
11.	YBC 5599	-/IX/RS 25	(re-purchase by (?)) payment of additional payment ( <i>ana tappilāt bū(é) Warad-Ištar</i> )	[...]	Warad-Ištar
12.	YOS 5 138 = YBC 5175	-/IX/RS 26	purchase	2 iku kankal <sup>612</sup>	Adi-mati-ilī
13.	YOS 8 95 = YBC 4327	-/IV/RS 28	purchase	'4' sar é-dù-<a>	Išarum-gāmil
14.	YOS 8 94 = YBC 5322	24/VI/RS 28	Transfer of vacant plot on the basis of a royal edict, "in exchange for their house" ( <i>aššum awāt šarrim pūhat būišunu iddin</i> )	2 sar é-kislaḫ	Apil-Sîn and Ṭāb-šillum

<sup>610</sup> As Feuerherm notes (Feuerherm 2004, 43), in light of how gišimmar is glossed in Urta 3:288 (MSL V, p. 117), young date palms may be intended here (*suḫuššu*).

<sup>611</sup> For the restoration [a-šá] cf. l. 12: a-šá-gu<sub>10</sub> nu-ub-bé-[a].

<sup>612</sup> Described as a-šá in l. 12.

15.	YBC 5670	30/XII/RS 28	purchase	[x] é-dù-a	Ṭāb-šillum
16.	YBC 4484	20/V/RS 29	Payment in respect of a (previously purchased) orchard, after a royal edict ( <i>warkat awāt šarrim</i> )	<sup>gis</sup> kiri <sub>6</sub> (measurements of orchard lost in the broken top of the obverse)	Awīl-ilī and Munawwirum
17.	YBC 4289	-/X/RS 34	purchase	[x] sar é-dù-a	Šīmat-Sīn and Ubār-Šamaš his/her son
	YBC 5336	30/IV/RS 35	purchase	[4 <sup>+</sup> ] iku 80 sar <sup>gis</sup> kiri <sub>6</sub> <sup>gis</sup> [gišimmar ib-sá]	Ir-Nanna

**Table 7: Property acquisitions from the dossier of Abum-waqar**

Feuerherm's particular interest was to investigate Abum-waqar's transaction history to test Charpin's thesis about the consolidation of plots by merchants. As Feuerherm noted, the difficulty in matching neighbours does not lead to an unequivocal picture, and compared to the results from the Iddin-Amurru file, is less startling. However, there are a number of aspects emerging from the archive of Abum-waqar, and from the texts included in the table above which attest his property transactions, that are relevant for understanding how Rīm-Sīn's edict(s) impacted such a merchant.

Abum-waqar's activities show his involvement in the acquisition and ownership of houses (é(-dù-a)), orchards (<sup>gis</sup>kiri<sub>6</sub>) and fields (a-šā). Although not included in the table above, YBC 6789 shows that an individual who can be identified with our Abum-waqar owned an orchard neighbouring the one being sold in the text, itself described as: 30 sar a-šā ú-sal <sup>gis</sup>kiri<sub>6</sub>.

On the question of whether Abum-waqar's (urban) acquisitions can be understood as the consolidation of contiguous plots, the data is not unequivocal and is less startling than that for Iddin-Amurru (Feuerherm 2004, 8–3 to 8–4). However, his transaction history remains noteworthy. Aside from the fact that he was still acquiring property in RS 34–35, there is the marked flurry of acquisitions in RS 23. Seven purchases, each with different sellers, are dated to this year, with a particular concentration in the last four months of the year, and within that a flurry of three acquisitions in the ninth month. This fits well with acquisitive activity known from the files or archives of other contemporary merchants in Larsa, as does the 'intervention' prompted by the royal edict(s) of Rīm-Sīn. As with other files, including that of Iddin-Amurru, it is the results of the promulgation of the edict in Rīm-Sīn's 25<sup>th</sup> year that emerges most clearly.

It was already known from YOS 8 94 that Abu(m)-waqar had been subject to the application of Rīm-Sīn's edict of RS 25. YOS 8 94 was dated to 24/VI/RS 28 and saw Abu(m)-waqar hand over a 2 sar empty plot (é-kislaḥ) to Apil-Sīn and Ṭāb-šillum on account of the proclamation of the king (*aššum awāt šarrim*) in exchange for their

house (*[pū]ḫat bītīšunu*). However, the texts studied by Feuerherm in his unpublished dissertation on Abu(m)-waqar provide important new evidence for the impact of Rīm-Sîn's edict(s) on this merchant. Most explicit is YBC 4484, dated 20/V/RS 29, which is reproduced in full below, based on Feuerherm's transliteration with some changes in light of his own line-drawings of uncertain passages. However, two other texts deserve to be considered here: YOS 8 77 (6/XII/RS 20) and YBC 5599 (-/XI/RS 25), knowledge of the latter is based on Feuerherm 2004. Only excerpts of these texts will be discussed here. Their interest lies in the use of the pl. tantum noun *tappīlātum* "compensation payment, supplementary payment".

### YOS 8 77

1        '5/6' sar 15 še é-dù-<sup>˘</sup>a<sup>˘</sup>  
 2        é níg-nam *ta-ap-pi-la-<sup>˘</sup>tim<sup>˘</sup>*  
 3        <sup>p</sup>*a-bu-wa-qar*  
 4        [na]m še<sub>20</sub>-ep-<sup>d</sup>en-zu  
 5        [ù] *ma-at-ta-tum* dam-a-ni  
 6        *i-di-nu-ú*

The text records the giving to a husband and wife as compensation the property described in l. 1. Line 2 is to be read as "the complete property as compensation", in apposition to l. 1.

### YBC 5599 (Feuerherm 2004, no. K87, pp. 121-122)

1'        [x] x x x MA<sup>?</sup>  
 2'        [x x x x] x x x x  
 3'        <sup>˘</sup>*a-na<sup>˘</sup> ta-pi-la-at*  
 4'        é ir-*iš<sub>8</sub>-tár*  
 5'        2 ½ gín kù-babbar  
 6'        <sup>p</sup>*a-bu-wa-qar*  
 7'        *a-na* ir-*iš<sub>8</sub>-tár*  
 8'        in-sum  
 9'        [x x][i]r-*iš<sub>8</sub>-tár* kù-babbar x

From this text it is clear that Abum-waqar gave 2 ½ shekels of silver to Warad-Ištar for compensation for (or supplementary payment with respect to) the house of Warad-Ištar.

Neither YOS 8 77 nor the extant text of the fragmentary YBC 5599 reference a royal edict. However, by analogy with VS 13 82 where the term *tappīlātum* does occur apparently in the context of an edict, it may be that one or both of these texts speak of a compensatory payment made in light of a royal edict. The date of YBC 5599 (IX/RS 25) is particularly suggestive.

### YBC 4484 (Feuerherm 2004, no. K46, pp.77-80)

Tablet  
 Obv.



1. [...(<sup>gis</sup>kiri<sub>6</sub>)]
  2. [...]
  3. [ú]s-s[a-du x x x x x]
  4. ù ús-s[a-du] ʾaʾ-[d]i-[m]a-ti-i-lí
  5. wa-ar-ka-at a-wa-at šar-ri-im
  6. <sup>p</sup>a-wi-il-i-lí
  7. ib-qú-ur-ma
  8. 2 gín kù-babbar šám-til-an-ni-šè
  9. <sup>p</sup>a-bu-wa-qar
  10. a-na a-wi-il-i-lí
  11. ù mu-na-wi-ru-um dumu-ni
  12. in-na-an-lá
  13. u<sub>4</sub>-kúr-šè u<sub>4</sub>-nu-me-a-ak<sup>l</sup>
  14. <sup>p</sup>a-wi-il-i-lí
  15. ù mu-na-wi-ru-um
  16. <sup>gis</sup>kiri<sub>6</sub>-gu<sub>10</sub> nu-ub-bé-a
  17. nu-mu-un-gi-gi
  18. mu<sup>d</sup>nanna<sup>d</sup>utu ù ri-im<sup>d</sup>en-zu
- Rev.
19. ʾlugalʾ in-pàd
  20. inim-gar-ra-ni-šè <sup>gis</sup>kiri<sub>6</sub>
  21. <sup>p</sup>a-wi-il-i-lí
  22. ba-ni-ib-gi<sub>4</sub>-gi<sub>4</sub>
  23. igi še<sub>20</sub>-ep<sup>d</sup>en-zu dumu ga-mi-lum
  24. igi<sup>d</sup>en-zu-ša-mu-úh
  25. igi nu<sup>l</sup>-úr-ni<sup>?</sup>-AN-NA dumu e-la-a
  26. igi<sup>d</sup>utu-ga-mil dumu<sup>d</sup>en-zu-be-el-i-lí
  27. igi<sup>d</sup>utu-na-šir dumu<sup>d</sup>en-zu-ra-bi
  28. igi a-pil-i-lí-šu dumu
  29. igi<sup>d</sup>utu-mu-ba-lí-iṭ
  30. igi<sup>d</sup>en-zu-be-el-ap-lim
  31. igi a-pil-i-[lí]-šu dumu<sup>d</sup>mar-tu/na-šir
  32. igi li-pi-[it]<sup>d</sup>en-zu
  33. igi<sup>d</sup>mar<sup>l</sup>-tu-ga-ʾmilʾ ʾagaʾ-uš gir-nitá
  34. igi hu-mu-ru-um
  35. kišib lú inim-ma-bi-me-eš
  36. iti ne-ne-gar u<sub>4</sub>-20-kam
  37. mu á kalag-ga an<sup>d</sup>en-líl
  38. [bã]d<sup>?</sup> du-nu-um uru<sup>ki</sup> ba-[dib-ba]
- Case
- Obv.
1. [...]
  2. [...]
  3. ù [...]
  4. ib-qú-[-...]
  5. 2 gín kù-ʾbabbarʾ ʾšámʾ-[til-la-ni-šè]
  6. <sup>p</sup>a-bu-ʾwa-qarʾ
  7. a-na a-wi-il-i-lí

8. [ù] *mu-na-wi-ru-um* [...]  
 9. [in-na-an-lá]  
 10. u<sub>4</sub>-kúr-šè u<sub>4</sub>-nu-[me]-[a]-ak  
 11. <sup>p</sup>*a-wi-il-i-lí*  
 12. ù *mu-na-wi-ru-um*  
 13. <sup>gi<sup>is</sup></sup>kiri<sub>6</sub>-gu<sub>10</sub> nu-ub-bé-[a]
- Rev.
14. [nu-mu-un]-gi-gi  
 15. mu <sup>d</sup>šeš-ki <sup>d</sup>utu ù *ri-[im-<sup>d</sup>en-zu]*  
 16. lugal in-pâd-d[è]  
 17. inim gar-ra-ni-šè <sup>r</sup>gi<sup>is</sup>\*kiri<sub>6</sub> *a-[wi-il-i-lí]*  
 18. ù *mu-na-wi-<sup>r</sup>ru<sup>r</sup>-um* [ba-ni-ib-gi<sub>4</sub>-gi<sub>4</sub>]  
 19. igi [x] [...]  
 20. igi <sup>še<sub>20</sub>-<sup>r</sup>ep<sup>r</sup></sup>-[<sup>d</sup>en-zu] dumu [*ga-mi-lum*]  
 21. igi <sup>d</sup>en-zu-*be-el-<sup>r</sup>ap<sup>r</sup>-lim* dumu lun[ga<sub>3</sub>]  
 22. igi *nu-úr-<sup>r</sup>ni<sup>r</sup>-<sup>r</sup>AN-NA<sup>r</sup>* dumu *e-[la-a]*  
 23. igi <sup>d</sup>utu-*g[a-mil]* dumu <sup>d</sup>en-zu-*[be-el-i-lí]*  
 24. igi <sup>r<sup>d</sup></sup>utu-*[na-šir]* dumu <sup>d</sup>en-zu-*[ra-bi]*  
 25. i[gi *a-pil-i-lí-šu* dumu] <sup>d</sup>mar-<sup>r</sup>tu<sup>r</sup>-*[na-šir]*  
 [...]

Translation (from tablet):

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

Notes:

T28: Alternatively read: *a-pil-i-lí* šu-i “Apil-ilī the barber” (suggestion M. Stol), or this name was begun in error, stopped before patronym and left unerased, and the intended name was written three lines later (*a-pil-i-[lī]-šu* dumu <sup>d</sup>mar-tu-*[na-šir]*) after Šamaš-muballit and Sîn-bēl-aplim had been listed.

At the very least, then, this text shows that Abum-waqar’s property acquisitions were impacted on at least two occasions by an edict of Rīm-Sîn. By its date, YBC 4484 (20/V/RS 29) suggests that it was another case arising from the application of the edict of Rīm-Sîn in RS 25.<sup>613</sup> Although it is difficult to show as persuasively as with Iddin-Amurru that the acquisition practices led to a large consolidated plot, the archival pattern is suggestive. Abum-waqar’s acquisitions grow steadily and we have no record of his relinquishing his properties, other than on account of an edict.<sup>614</sup>

<sup>613</sup> Cf. Kraus 1984, 35–37.

<sup>614</sup> Feuerherm 2004, 8–4.

This additional evidence adds to the growing picture that, even if the purpose and intent of Rīm-Sîn's edict was not exhausted by the goal of correcting the acquisitive drive of the merchant's real estate acquisitions, the merchants found themselves at the centre of the application of the edict(s).

#### 4.5.7.3 Ubār-Šamaš

Reconstructing the archive of the Larsa merchant Ubār-Šamaš presents more challenges, particularly given the uncertainty as to patronym.<sup>615</sup> Yet it holds particular interest not only for his background as a merchant impacted by Rīm-Sîn's edict(s), but the chronological distribution of the texts. Texts that can reliably be ascribed to this man, based on prosopography, show a span from RS 28-49.<sup>616</sup> The land transactions of Ubār-Šamaš listed by Harris<sup>617</sup> should be expanded to include those texts attesting his (re-)acquisition or payment of supplementary payments following a royal edict. The following texts are relevant, although the background to VS 13 71 and the question of homonymy means that the application of an edict, and concerning our Ubār-Šamaš is not made explicit:

Text	Date	Description
VS 13 71	XII/RS 33 (ús-sa ki 3)	Ubār-Šamaš built up a ruined plot ( <i>ki-šu-bu</i> ) but it is clear this belongs to another individual who will take it back when the king 'enters' a certain locality.
VS 13 81 <sup>618</sup>	I/RS 41	After the "third edict of the king", on the basis of the edict, Ubār-Šamaš weighs out 10 shekels to buy (outright) a property belonging to Sîn-rabi.
VS 13 82(+a) <sup>619</sup>	30/XI/RS 44	Ubār-Šamaš pays 5 ½ shekels as a supplementary payment ( <i>ana tappīlātīm</i> ), on the basis of the edict of the king ( <i>ana šimdat šarri</i> ).
YOS 8 110	I/RS 49	Ubār-Šamaš buys the property of another (outright) after the decree of the king ( <i>warki awāt šarri[m]</i> ).

Table 8: Ubār-Šamaš and the edicts of Rīm-Sîn

This group of texts, even if not all can be assigned to the same Ubār-Šamaš, merchant, with the same degree of certainty, provide important evidence that the kind of practices impacted or corrected by the Rīm-Sîn edict of his 25<sup>th</sup> year, and the character of the edicts still being promulgated late in Rīm-Sîn's reign, showed important lines of continuity. The file takes us close to the earliest possible date which can be plausibly reconstructed from the extant text of CUSAS 10 18 (Isin era 20) but perhaps YOS 8 110 speaks for a later date for CUSAS 10 18, for otherwise one must assume two edicts improbably close in time.

<sup>615</sup> Harris 1983, 58.

<sup>616</sup> Harris 1983, 75.

<sup>617</sup> Harris 1983, 183.

<sup>618</sup> This text is included by Harris in Appendix A listing the land conveyances of Ubār-Šamaš (Harris 1983, 183).

<sup>619</sup> Cf. YOS 8 124.

#### *4.5.7.4 Conclusion*

It seems unlikely that the application of the edicts of Rīm-Sîn to known merchants was simply incidental. This inference is supported by the patterns of prosperity and acquisition evidenced in the archives of notable merchants. It is also supported by the particularity of §4 of CUSAS 10 18, a scenario best understood in light of the practice of the merchants who had cause to build upon and so irreparably alter the ruined plots they had purchased. There was therefore a clear historical particularity to the application of these edicts under Rīm-Sîn. However, this consistent application of the king's edicts to the circle of merchants also raises the possibility that the edicts became a political tool in the hands of Rīm-Sîn. Such an idea would need to join other evidence that Rīm-Sîn had a political interest in curbing or at least interrupting the growing and powerful autonomy of the merchants, one that beyond relieving the plight of the sellers. If this is the case, then the practice of redemption by decree in Larsa at this time took on a political meaning as well as a social one. The ongoing importance of the edicts did not fall away when Rīm-Sîn was carried off to Babylon. As will now be argued, his edict tradition, even in its most specific manifestations, had an afterlife under the new Babylonian rulers of Larsa.

## 4.6 New borders, old laws? Babylon's policy towards conquered Larsa and the legacy of Rīm-Sîn I's edicts<sup>620</sup>

### 4.6.1 Introduction

Within just a short time after 1763 BC, Amurru-šēmi, living then in the region of Larsa, began to build a house.<sup>621</sup> The activity was unremarkable in many respects. He was engaged in building a property on the site of a ruined house-plot<sup>622</sup> that he had previously purchased. This unremarkable private activity took place in the wake of large-scale political transition in the region where he lived. Amurru-šēmi had lived through the last phase of one of the longest reigns Mesopotamia had ever known, that of Rīm-Sîn I of Larsa, before the besieged capital fell to Ḥammurabi around 1763 BC and Rīm-Sîn was carried off alive to Babylon.<sup>623</sup> Amurru-šēmi, and other residents of Larsa like him, could not have known how the new Babylonian rulers would approach the conquered territories, nor that this transition would pale in comparison to the turbulence that would afflict the southern cities under Babylonian rule just over twenty years later. Amurru-šēmi lived to see at least the beginning of that later turbulence, and the subsequent shift of his activities from Larsa territory to the city of Nippur is best seen as evidence of his migration to what he perceived to be a safer locality.<sup>624</sup> Despite the changing times that Amurru-šēmi lived through, it does not go without saying that such a man, whose activities are only known to us through a series of property transactions or loans, can tell us much about the nature and impact of larger-scale changes happening around him. Yet it was something as innocuous as his private building activity shortly after 1763 BC that invites new questions about those wider changes and, in particular, allows us to probe the policy of the kings of Babylon to the newly conquered territory of Larsa.

This stemmed from the fact that his earlier property purchase - and specifically his subsequent building on the property, referred to above - was caught by a royal edict. The royal edict required the return of property previously purchased. What is more, the same edict legislated against a loophole: requiring that returning like-for-like property had to be returned regardless of building alterations in the meantime. The specifics of Amurru-šēmi's compromise reached with a certain Watar-pīša in light of the edict, coupled with the new understanding of CUSAS 10 18 as such an edict,

<sup>620</sup> The main findings of this section 4.6 were presented in a paper at the Rencontre Assyriologique Internationale in 2019 in Paris. I wish to acknowledge here the valuable interaction of Prof. Dominique Charpin with the paper. He rightly pressed the question of whether the provisions of Rīm-Sîn I's edict(s) adopted by the kings of Babylon would have entered into the text of the Babylonian *mīšarum* edicts that more widely circulated in Babylonia. That may be the case, although I still consider it plausible that the provisions that originated in Rīm-Sîn's Larsa were (re-)issued by the Babylonian kings for the Larsa territory alone, also given their specificity. This does not object to the idea of the provisions of the Babylonian edicts also applying in Larsa territory.

<sup>621</sup> SAOC 44 22:1-10.

<sup>622</sup> [é] ki-šub-ba.

<sup>623</sup> On the precise dating of the fall of Larsa, see Charpin 2004, 322. The latest Larsa text dated to Rīm-Sîn is now the receipt, CUSAS 15 162, dated 20+x/X/Rīm-Sîn 60. The first text from Larsa dated to Ḥammu-rabi is not earlier than month XII/ Ḥammurabi 30. For the events preceding the fall of Larsa, see Charpin 2004, 317-319, and its aftermath *ibid.* 322-324.

<sup>624</sup> Charpin 1989, 112.

constitutes evidence that both confirms and refines our understanding of how Babylon sought to rule the province of Larsa – the policy of general ‘continuity’ may even have extended to the explicit reissuing of legal enactments of Rīm-Sîn and been adhered to for some time – even into the reign of Ḫammurabi’s successor, Samsu-iluna.

The argument that follows is based on a fresh reading of the text of SAOC 44 22 in light of CUSAS 10 18. The importance of SAOC 44 22 for the argument is based on two things. Firstly, the language of SAOC 44 22. One section of dialogue in the text parallels closely a “section” of CUSAS 10 18 and this is treated in 4.6.2.3 below. Secondly, SAOC 44 22 contains historical anchors that open up a much wider picture on Babylonian policy in the newly conquered province of Larsa. In short, everything that is recorded as happening in SAOC 44 22 post-dates Rīm-Sîn I’s rule. Yet, the only base text for the citation argued for in 1.2 comes from a text dated to the reign of Rīm-Sîn I. How did a provision we know only from an edict of Rīm-Sîn of Larsa come to be cited in a case involving the application of an edict of Samsu-iluna of Babylon?

#### 4.6.2 Citing an edict: connecting SAOC 44 22 and CUSAS 10 18

##### 4.6.2.1 Amurru-šēmi son of Ubajatum and the text of SAOC 44 22

The texts SAOC 44 18-26 (Table 1) all belong to the dossier of Amurru-šēmi.<sup>625</sup> Although found in Nippur, texts 18-22 reflect the scribal forms and custom of Larsa, or a locality very close to that local scribal tradition.<sup>626</sup>

Text	Date	Description
18	-/VIII/Rīm-Sîn 37	Purchase of a ruin (é ki-šub-ba)
19	Date broken	Purchase of a 2 sar ruin (ki-šub-ba)
20	-/X/Rīm-Sîn 59	Two texts of exchange of a 1 sar ruin (ki-šub-ba)
21	-/X/Rīm-Sîn 59	
22	16/VII/Hammu-rabi 43	Text documenting claim in light of royal edict
23	IX/Samsu-iluna 5	Loan of grain from the <i>nadītum</i> , Bēltani
24	Date broken	Renunciation of claims by adoptive son of Amurru-šēmi
25	-/III/Samsu-iluna 7	Summary of debts owed to A-š and given as purchase price for a house
26	20/VI/Samsu-iluna 7	Purchase of a ½ sar ruin (ki-šub-ba)

Table 9: Overview of the dossier of Amurru-šēmi son of Ubajatum

I wish to spotlight the text of SAOC 44 22. This text was published in cuneiform copy but subsequently transliterated by Charpin in his review of SAOC 44<sup>627</sup> the latest edition of which can be accessed at ARCHIBAB (T16984; D. Charpin). As the

<sup>625</sup> Charpin 1989, 105.

<sup>626</sup> Charpin 1989, 112.

<sup>627</sup> Charpin 1989, 106-107.

argument here rests in part on a different reading of those lines based on the copy, I give the following transliteration:

Transliteration:

- Obv. 1 'aš-šum' 4 sar é ki-šub-ba  
 2 ša da é é-a-na-šir  
 3 ù da é sila ša<sup>d</sup>en-zu-ga-mil  
 4 sag-bi é<sup>d</sup>mar-tu-še-mi  
 5 eg[ir]-bi é wa-tar-pi<sub>4</sub>-ša  
 6 ša<sup>d</sup>mar-tu-še-mi  
 7 [k]i wa-tar-pi<sub>4</sub>-ša  
 8 i-na<sup>d</sup>ha-am-mu-ra-bi lugal  
 9 a-na 5 gín kù-babbar  
 10 i-ša-mu-ú-ma i-pu-šu  
 11 i-tu-úr-ma [(<sup>p</sup>)wa-tar]-pi<sub>4</sub>-ša  
 12 i-na<sup>d</sup>ša-am-su-i-[lu-na] lugal  
 13 ki-ma ši-im-da-at lugal  
 14 é ep-ša-am ib-qú-ur-ma  
 15 um-[ma] šu-ú-ma  
 16 'é' [k]i-šub-ba-a ki-ma ki-šub-ba-e  
 17 š[a(?)<sup>?</sup>] ni-id-di-nu-kum-ma te-pu-šu  
 18 k[i]-ma ši-im-da-at šar-ri  
 19 š[u-u]k<sup>na</sup>-nam  
 20 [o k]i-ma ki-šub-ba-e  
 21 [ša-k]a-nim  
 22 [i-na mi-i]t-gur-ti-šu  
 23 [x gín] kù-babbar  
 24 'ša pa' -na-nu-um iš-qú-[lu]  
 25 [o o o]-a-ma  
 26 i-tu-úr-ma<sup>d</sup>mar-tu-še-mi  
 27 a-na wa-tar-pi<sub>4</sub>-ša iš-qú-ul  
 28 u<sub>4</sub>-kúr-šè wa-tar-pi<sub>4</sub>-ša  
 29 ù ibila-ni a-na-me-a-bi  
 30 inim nu-gá-gá-a  
 31 mu lugal-bi in-pàd-eš  
 32 igi a-ḫu-um ra-bi-a-nu-[um]  
 33 igi ta-na-nu-um  
 34 igi i-lí-i-ma dumu 30-pi-la-[aḫ]  
 35 igi a-pil<sup>d</sup>utu dumu nu-úr<sup>d</sup>utu  
 36 igi<sup>d</sup>en-zu-šar-ma-tim x  
 37 igi a-ḫu-wa-qar dumu šu-ba-AN-AN  
 38 igi bé-la-nu-um dumu a-pil-ša  
 39 igi ip-qú<sup>d</sup>nin-urta x  
 40 igi ...-iš<sub>8</sub>-tár dub-sar  
 41 iti du<sub>6</sub>-kù u<sub>4</sub>-16-kam  
 42 mu ud-kib-nun<sup>ki</sup>uru<sup>ki</sup>ul  
 43 [(<sup>d</sup>)ut]u-ke<sub>4</sub>  
 44 [bàd-bi]saḫar gal-ta  
 45 [in-gar-r]a(?) mu-un-íl-la-aš

Translation:

<sup>(1)</sup> Concerning a 4 sar ruin <sup>(2-5)</sup> which is beside the property of Ea-nāšir, and beside the *street property* of Sîn-gāmil, (at) its front side (is) the house of Amurru-šēmi, (at) its rear side (is) the house of Watar-pīša, <sup>(6-10)</sup> which Amurru-šēmi had bought [fr]om Watar-pīša when Ḫammurabi was king for five shekels of silver and built up. <sup>(11-12)</sup> Watar-pīša returned when Samsu-iluna was king; <sup>(13)</sup> in accordance with the edict of the king (*kīma šimdat šarrim*(lugal)) <sup>(14)</sup> he contested the built-up house (*bītam(é) epšam ibqur-ma*) <sup>(15)</sup> and thus he (said): <sup>(16)</sup> “ruin in place of ruin <sup>(17)</sup> wh[ich] we sold to you and you built up (*tēpušu*), <sup>(18)</sup> in accordance with the edict of the king <sup>(19)</sup> p[ro]vide to me.” <sup>(20-21)</sup> [...] Instead of providing a ruined house-plot, by his [ag]reement, [five shekels] of silver [which pre]viously he had weighed out, [*becau*]se he returned, Amurru-šēmi weighed out to Watar-pīša. <sup>(27-30)</sup> In future, Watar-pīša and his heirs, whoever they may be, (that) (t)he(y) shall not make claim, they swore. <sup>(31-39)</sup> Witnesses. <sup>(40-44)</sup> 7<sup>th</sup> month, day 16, Ḫammurabi 43.

Notes:

10, 17: On the phrase *bītam epēšum* see also Charpin 1980, 92, 98–99.

19-21: The previous edition proposed forms of *nadānum* to give, but in these lines I propose to restore forms of the verb *šakānum*. It matches the traces of both lines 19 and 21. The beginning of l. 19 on the copy shows the beginning of *šu* and the end of *uk* is visible. The copy of Stone indicates that *nam* is written over an erasure and it appears that the scribe, having initially written *na*, wrote the ventive using the CvC *nam* and did not erase the preceding *na*. I therefore read *šuknam*, 2p.s. imperative with ventive from *šakānum*. This yields good sense of the syntax and also the switch from first person to third person that takes place after line 19. I take the imperative as governing the entire speech of Watar-pīša, also explaining the accusative of *ki-šub-ba-a* in l. 16 (*bītam(é) kišubbā(m)[k]i-šub-ba-a*). I therefore consider that the speech of Watar-pīša ends in l. 19, and that ll. 20ff record in the third person the agreement that was struck. In l. 21, based on Stone's copy, there is the trace of a sign preceding the *ki* of *kīma*. Charpin proposed a transliteration of this and the following line as follows: [*ú-lu-ma k]i-ma ki-šub-ba-e [kù-babbar o]-'x'-nim* (“or give me [silver] [in]stead of the vacant plot”). I see the *kīma* as governing an infinitive. In l. 21, the traces of the second sign match *ka* and the spacing of the signs by the scribe on this line means only one other sign need be expected in the break so that line 21 only holds the genitive infinitive of *šakānum*. Lines 20-21 then read: “instead of providing a ruin”. *kīma* + infinitive with the meaning “instead of”, though not featuring in the standard grammars, is well attested (Veenhof 1999, 603). As noted above, the switch to third person has already taken place and after the speech of ll. 15-19, the text now records the solution reached between the parties. Given the demand of Watar-pīša to provide a like-for-like replacement of the vacant plot, a demand that I consider to be based on a close knowledge of the provision of the king's edict, ll. 20ff not only record the payment of money but Watar-pīša's agreement because this was a deviation from what the edict strictly required.

37: Šubā-ilān (cf. Stol 1976, 83).

#### 4.6.2.2 SAOC 44 22 and the character of the royal edict

SAOC 44 22 is more informative about the character of the royal edict than many other archival texts referencing such an act. In part, this is because we have preserved in the direct speech of Watar-pīša a precious description of what the edict required.<sup>628</sup>

<sup>628</sup> For other examples of citations from a royal edict, see in particular NBC 6311 (Tammuz 1996, 125-126), a letter citing an edict (cf. Charpin 2000a, 195-196).



The kernel is contained in lines 16-19: “provide a ruined house-plot in place of the ruined house-plot which we sold to you and you built up, in accordance with the edict of the king.” This last phrase, “in accordance with the edict of the king”<sup>629</sup> is vital and shows that Watar-pīša’s demands are not his own proposal for how to settle this claim but align with the wording of the royal edict. Taking the lines at face value, the overarching edict reflected a very particular scenario: (1) Where *kišubbūm* property had been sold, (2) and subsequently built upon, then (3) upon the application of a royal edict (4) like-for-like replacement had to be given by the original buyer – i.e. another *kišubbūm* property.

Thus understood, the provision seeks to preserve the effect of the royal act by requiring the return of like-for-like property in situations where a person’s ruined house-plot originally sold was built upon and irreparably altered. Two additional points can be gleaned about the character of the edict. If, as lines 16-19 imply, the edict referenced the specific property type of *ki-šub-ba*, we should note that the distribution of this term as a designation for unbuilt property is peculiarly southern.<sup>630</sup> The sparseness of any evidence outside of the Larsa province for *ki-šub-ba* as a property designation shows it to have been largely a local designation in Larsa and its environs. It seems that if Samsu-iluna referenced *kišubbūm* property in his edict, this was applicable to or a concession towards Larsa.

The second ‘Larsa’ feature of the edict is the scenario itself described in SAOC 44 22. The practice of building up unbuilt plots is a practice that we can imagine taking place anywhere in Mesopotamia, but our best evidence for the practice of altering unbuilt property, and this practice being caught by a royal edict comes from Larsa and its environs, and from Rīm-Sîn’s Larsa. This evidence was discussed in 4.5.6. While that evidence on the ground suggested that altering unbuilt property was caught by the edict(s) of Rīm-Sîn, the most explicit textual parallel comes from SAOC 44 22, and CUSAS 10 18:15-18.

Our observations about the character of the royal edict referred to in SAOC 44 22 have so far been based only on the text of SAOC 44 22. However, new evidence for this lies in the text of CUSAS 10 18. This text provides a precise parallel, in language and terminology, with the provisions of the edict indicated in Watar-pīša’s direct speech. In my view, this confirms that Watar-pīša was citing the provisions of the royal edict itself. The remainder of this part will aim to establish this by drawing out the precise nature of the matching language and terminology. After that, in 4.6.4, I turn my attention to the larger historical question raised by this evidence – how did a provision originating in an edict of Rīm-Sîn I, and of a peculiarly southern character, end up being enacted by Samsu-iluna and being applied in SAOC 44 22?

#### 4.6.2.3 SAOC 44 22 as citation of a royal edict

Aside from the well-attested referencing of a royal edict (*šimdat šarrim/awāt šarrim*) in archival texts, the actual citation from such edicts is much rarer but does occur.<sup>631</sup>

<sup>629</sup> *k[i]-ma ši-im-da-at šar-ri* (l. 18).

<sup>630</sup> Even there, it could bear a close relationship with other semantically related terms including [é] *kislaḥ*.

<sup>631</sup> Veenhof 1997-2000.

The purpose of this section is to argue that the archival text of SAOC 44 22, from which we know of Amurru-šēmi's buying and building practice, contains a new example of such a citation. The relevant parts of CUSAS 10 18 and SAOC 44 22 are set alongside each other in the table below.

CUSAS 10 18:15-18	SAOC 44 22 parallels
<i>šum-ma a-wi-lum</i> ʿki-šubʿ-ba <i>i-ša-am-ma</i>	4 sar é ki-šub-ba ... ša <sup>d</sup> mar-tu-še-mi [k]i wa-tar-pi <sub>4</sub> -ša i-na <sup>d</sup> ha-am-mu-ra-bi lugal a-na 5 gín kù-babbar <i>i-ša-mu-ú-ma i-pu-šu</i>
	ʿéʿ [k]i-šub-ba-a ki-ma ki-šub-ba-e š[a(?)] <i>ni-id-di-nu-kum-ma</i>
<i>a-na é i-te</i> -pu-uš	é <i>ep-ša-am ib-qú-ur-ma</i>
	<i>ki-ma</i> ki-šub-ba-e š[a(?)] <i>ni-id-di-nu-kum-ma te-pu-šu</i>
ki-šub-baʿ ki-ma ʿkiʿ-šub-ba <i>i-ša-ak-ka-an</i>	ʿéʿ [k]i-šub-ba-a ki-ma ki-šub-ba-e š[a(?)] <i>ni-id-di-nu-kum-ma te-pu-šu</i> <i>k[i]-ma ši-im-da-at šar-ri</i> š[u-u]k <sup>na</sup> -nam
	[o k]i-ma ki-šub-ba-e [ša-k]a-nim

**Table 10: Textual parallels between SOAC 44 22 and CUSAS 10 18:15-18**

Notes:

*šāmum* + *epēšum*: the co-ordination of the verb of purchase and the subsequent building-up is seen in both cases. The use of *niddinukum* (l. 17) is only there a reflex of the changed perspective: Watar-pīša describes it from his sellers' point of view.

*šakānum*: the restoration of the 2p.s. imperative with ventive (*šuknam*) in l. 19, and the infinitive of the same verb in l. 20 governed by *kīma*, establishes a further important link with CUSAS 10 18 where *šakānum* is employed as the verb describing the provision of replacement property.

*bītam(é) epšam*: CUSAS 10 18 does not explicitly designate the built-up property as *é-dū-a* but it is clearly meant as seen from the language and setting of CUSAS 10 18:17 indicating that the building (*itepuš*) turns the property into (*ana*) a (built-up) house, also in contrast to its previous unbuilt condition (ki-šub-ba). That such an alteration to the property, from *kišubbūm* property to a built-up house (*bītum epšum*) is also the case in SAOC 44 22 is placed beyond doubt by the new description of the contested property in l. 14: Watar-pīša contested the "built-up house" (*bītam(é) epšam ibqur-ma*).

The parallels in language between the two texts show not only that both texts envisaged precisely the same scenario, but it shows that Watar-pīša's language was mirroring – to the point of citation – a text of Rīm-Sīn date which we have already argued was an edict of exactly the kind referred to in SAOC 44 22. The obvious dilemma this raises is the chronological mismatch. We now turn to this issue of historical anchors and the proposal of how this may be accounted for.

## 4.6.3 The historical anchors of SAOC 44 22 and a proposal

All the activity described in SAOC 44 22 takes place after the point that Ḥammurabi conquered Larsa territory. This applies to the original purchase of the ruined house-plot by Amurru-šēmi explicitly described as having taken place “when Ḥammurabi was king”,<sup>632</sup> in whose reign the “building-up” of the property also took place.<sup>633</sup> The king whose edict forms the basis of the claim is Samsu-iluna: “when Samsu-iluna was (had become?) king, in accordance with the edict of the king, (Watar-pīša) contested the built-up house.”<sup>634</sup> The text of SAOC 44 22 is dated 16/VII/Ḥammu-rabi 43. By this date then, Ḥammurabi was dead and Samsu-iluna had come to the throne and issued the edict.<sup>635</sup>

By contrast, the text that provides a clear match for the wording and scenario of SAOC 44 22 stems from Larsa, dated to Rīm-Sîn’s reign, and is indeed a good candidate for being an edict issued by Rīm-Sîn. Since SAOC 44 22 was published and discussed, it has been seen as a good example of the application of a Type IIb edict by a Babylonian king,<sup>636</sup> part of the wider evidence of such edicts for which we have to date relied upon archival texts, given that none of the extant edicts of Babylonian kings provide for this explicitly.<sup>637</sup> However, the provisions and character of this Babylonian edict issued by Samsu-iluna some ten years after Larsa was conquered is now found to match the text of an edict issued under the former ruler of Larsa, Rīm-Sîn.

This opens the door to an intriguing possibility: Samsu-iluna’s edict referenced in SAOC 44 22 took over at least one “provision” that belonged to the Rīm-Sîn edict tradition. There is no reason to suppose that in doing so Samsu-iluna was doing something different from his predecessor and so, if correct, it is plausible that this ‘adoption’ of Rīm-Sîn’s legislative act by Babylon began with Ḥammurabi where it would have been incorporated as part of his own *mīšarum* act, the most obvious point of adoption being the edict attested for Larsa territory upon its annexation.<sup>638</sup> Bearing in mind that CUSAS 10 18 appears to have been written on a date not earlier than Rīm-Sîn 49<sup>639</sup> and (obviously) not later than Rīm-Sîn 60, it is conceivable that this edict, or a later one that replicated its provisions, in particular §4, was, at the time of Larsa’s defeat, a recent ruling. If this is the case, it goes further than our current understanding of Babylon’s concessions to the newly-annexed province. It is one thing to issue a one-off *mīšarum* act granted by the conqueror in favour of the conquered, an act not without Mesopotamian precedent,<sup>640</sup> but it is another to adopt

<sup>632</sup> Line 8: *i-na dḥa-am-mu-ra-bi* lugal.

<sup>633</sup> This is the natural inference from the fact that the edict was issued upon Samsu-iluna’s accession (for which see Charpin 1988), which had to be recent, and that the first act recorded in the text for Samsu-iluna’s reign was the bringing of the claim by Watar-pīša (ll. 12-14).

<sup>634</sup> Lines 12-14.

<sup>635</sup> Charpin 1988 (NABU 1988/76).

<sup>636</sup> Charpin 1988; Charpin 1989, 107.

<sup>637</sup> E.g. Charpin 1980, 28-34; Kraus 1984, 38-50 (Rīm-Sîn), 58-62 (Ḥammurabi), 69-75 (Samsu-iluna); Charpin 1986, 70-75; Veenhof 1999, 607-616.

<sup>638</sup> Kraus 1984, 58-62; Charpin 2000, 187-188.

<sup>639</sup> This assumes the date should be read as Isin era year 20. For this and the other dating possibilities see George 2009, 155.

<sup>640</sup> Charpin 2000, 188 with f.n. 19, referencing ARMT XXVI/1 194.

the very provisions of the former king in governing the newly conquered territory. One might describe this as an example of radical continuity, but in what follows I wish to test this proposal and ask whether this reflected more than one-off gesture, and whether it can be integrated with other aspects of Babylonian policy in the newly conquered province.

#### 4.6.4 Aspects of Babylonian policy towards newly-annexed Larsa

##### 4.6.4.1 *The edict of Hammurabi after the conquest of Larsa, and the edict upon Samsu-iluna's accession*

The idea that Samsu-iluna and Hammurabi before him may have directly adopted and applied the wording of Rīm-Sîn's legislative act(s) is not out of step with the stance that Babylon appeared to take in its early treatment of the conquered territories.<sup>641</sup> It is well known that Hammurabi styled himself as a successor to Rīm-Sîn.<sup>642</sup> Concretely, we have evidence for an edict issued under Hammurabi upon the annexation of Larsa.<sup>643</sup> This is the obvious place to start when considering the moment at which Hammurabi would have taken over and applied the earlier provision(s). Re-reading the evidence for that edict<sup>644</sup> as it applied to Larsa gives some indication about its likely character. The evidence adduced by Kraus<sup>645</sup> pointed to a measure that was concerned with the mandated return of sold real estate, and in this sense fits with the proposal that Type IIb provisions in the mould of Rīm-Sîn's own edicts were adopted and issued by Hammurabi. That simple picture has two complications. First, the evidence adduced does not inform us in a specific way, as SAOC 44 22 does, about the particularities of the edict provisions. It was a Type IIb measure – mandating the return of previously sold property, but it could just as easily be that the measure attested upon Larsa's annexation took the form of Babylon's own Type IIb measures, for we have ample evidence predating Hammurabi for such measures in the kingdom of Babylon.<sup>646</sup> Secondly, Charpin has argued particularly on the basis of TEBA III 5 and the presence of outstanding debts in select archives immediately pre-dating the edict that the measure enacted by Hammurabi and in force in the annexed territory was not simply a Type IIb kind of edict, but also related to the annulling of debts. This indicates that we are dealing with a “classic” and familiar *mīšarum* measure.<sup>647</sup> Taking this into account, we can say that the proposal remains open that Rīm-Sîn's edict was adopted in part or whole, but also applied provisions that originated from Babylon's own chancery. This caution is also confirmed by the evidence for the edict issued upon Samsu-iluna's accession to the throne,<sup>648</sup> which makes us reckon with a mixed measure, addressing debt release as well as the return of land.

<sup>641</sup> See Charpin 2004, 323.

<sup>642</sup> Charpin 2000, 188. Evidence for such mimicry should no longer include the date formulae *mu ki-N Hammurabi* for which see Charpin and Ziegler 2013, 63-64.

<sup>643</sup> Kraus 1984, 58-62; Charpin 1991 (NABU 1991/102); Charpin 2000.

<sup>644</sup> In particular the texts cited by Kraus 1984, 58-62 with Charpin 2000, 187-188 (discussing in particular TEBA III 5).

<sup>645</sup> Kraus 1984, 58-62.

<sup>646</sup> Kraus 1984.

<sup>647</sup> Charpin 2000, 187-188.

<sup>648</sup> Charpin 1988 (NABU 1988/76).

Yet, despite this caution, the specific language of SAOC 44 22 indicates that at least part of what is attested in the Rīm-Sîn measure of CUSAS 10 18 made its way into the Babylonian edict issued following Samsu-iluna's succession to the throne. This involves taking seriously the textual parallel between SAOC 44 22 and CUSAS 10 18. If this is correct, then the particularity of the edict of Ḫammurabi issued upon the conquest of Larsa was not a one-off. It continued at least into the early part of his successor's reign, a pattern that is more suggestive of a policy than a one-off gesture. The operation of a kind of pluralism, adopting or observing the particulars of Larsa practice even after the conquest, has other parallels, in the famous correspondence of Ḫammurabi with Šamaš-ḫāzir and Sîn-iddinam, a place to which Kraus had turned for important evidence of Ḫammurabi's edict for Larsa. As we will see, this also leads us back to the edict tradition of Rīm-Sîn attested by CUSAS 10 18.

#### 4.6.4.2 *dūrum B* “permanent property/status”

The recently published work of Fiette has advanced our understanding of how Ḫammurabi's officials governed and allotted land on the ground in Larsa.<sup>649</sup> My purpose here is not a detailed treatment of the Šamaš-ḫāzir archive, something that is beyond our study. I wish here to spotlight one particular aspect of this governance: how property rights of citizens in the conquered territories were respected under Ḫammurabi and his officials.<sup>650</sup> In the oft-cited letter AbB 4 115, addressed from Lu-Ninurta to Šamaš-ḫāzir, Lu-Ninurta commands the return of wrongfully confiscated fields to men who have possessed the land for twenty years before Ḫammurabi conquered Larsa. Ḫammurabi's respect and concern to restore pre-existing property holdings in this region shows at least that the priorities of “Type IIb” edicts were not counter his own stated policies for what should happen on the ground. It lends credibility to the idea that Ḫammurabi or his successor might be prepared to adopt the provisions of CUSAS 10 18 or a similar text as part of their own administration of affairs in Larsa territory.

In fact, a more precise link can be made between instances of this ‘policy’ and the text of CUSAS 10 18. A subset of the correspondence issuing from the chancery of Ḫammurabi centred upon disputes or questions concerning persons' property or status denoted by the lexeme *dūrum* booked by CAD as *dūru B* “permanent status/property”. As had already been discussed, when denoting property, this term is only attested in the correspondence of Ḫammurabi or his governors when dealing with matters in Larsa. This distribution could signify a particular kind of property holding in Larsa, attested to us from the lips of the new Babylonian rulers.<sup>651</sup> The only other occurrence known to me comes in CUSAS 10 18 itself, where the final extant

<sup>649</sup> Fiette 2018.

<sup>650</sup> Some of this evidence is adduced by Kraus in connection with the ‘third’ edict of Hammurabi, upon the annexation of Larsa (Kraus 1984, 58–62).

<sup>651</sup> It is not clear whether the occurrences under CAD s.v. mng. 2a (permanent status) and b (permanent property), given their shared context, also share a connection to ‘service’ that is most clear in the texts cited under mng 2a. If that was the case, it would mean that *dūru(m)* property or status in Larsa was related to the basis of such individual's service whereby it was inalienable as property, unchangeable as status, but had the nuance of a connection with family ‘service’.

provision provides for the return of a previously exchanged “permanent field” (*eqel dūri(m)*). Reading such correspondence in light of the occurrence of *eqel dūri(m)* in CUSAS 10 18, in a context where the king Rīm-Sîn mandated the return of “permanent property”, shows that Ḥammurabi’s clear adherence to the institution of “permanent property” was in deference to the policy of Rīm-Sîn himself. This active protection of an institution or concept that appears to belong to the world of Larsa practice lends further credibility to the idea that Ḥammurabi would enshrine in his own formal ruling another Larsa-specific royal protection for family property previously alienated: namely §4 of CUSAS 10 18.

#### 4.6.5 Summary

In summary, SAOC 44 22 gives more than usual detail about the character of the edict issued by Samsu-iluna upon his accession and in force in territory formerly controlled by Rīm-Sîn. The edict sought to combat a loophole in the normal working of property restitution. Where a *kišubbûm* plot had been bought and built upon in the meantime, the purchaser had to provide like-for-like property. Instead of doing so in accordance with the edict, Amurru-šēmi instead paid a price in silver in lieu of this like-for-like replacement. In doing so, it fits with the archival material known from Rīm-Sîn’s Larsa, both the kind of property holding, the practice of building upon unbuilt property and then being subject to a royal edict. This is hardly surprising given that this all took place in Larsa or its environs, albeit after Rīm-Sîn’s time. A precise textual parallel was found in CUSAS 10 18 for the citation of the edict recorded in Watar-pīša’s speech. Given the classification of this text as an edict, it leads to the proposal that at least some of the provisions originally contained in Rīm-Sîn’s edict(s) were taken over by Samsu-iluna and, by implication, by his predecessor Ḥammurabi. Such an adoption of Rīm-Sîn’s edict provisions, far from being an anomaly, chimed with other aspects of Babylon’s policy on the ground. This was seen most clearly in the respect given to the ancient property holdings of Larsa residents. Such a policy and the explicit adoption of the provisions of Rīm-Sîn’s edicts can be seen as an instance of royally sponsored pluralism, preserving aspects of the old laws and customary practices prevailing under the former ruler.<sup>652</sup>

#### 4.7 Conclusion

In the first part of this chapter I presented the evidence for reclassifying CUSAS 10 18 as the first extant edict of Rīm-Sîn I of Larsa, and the only known OB royal edict addressing explicitly the return of property. The inquiry addressed the philological, textual and para-textual evidence of the text. Some of this evidence, including the layout and the scribal hand, though not decisive for this classification, was nevertheless consistent with its treatment as an edict of Rīm-Sîn. The balance of the evidence of language, lack of repetition, as well as the explanation of the dates as having a role in edicts, supported this new classification and pointed away from its treatment as a scholastic exercise. More important still was the appearance of an

<sup>652</sup> This does not preclude that a comparable practice of acquisitive merchants, buying up and building upon unbuilt plots, did not exist in Babylonia proper. But we lack archival evidence from Babylonia showing such a specific background existed and to such an extent as to provoke special treatment in the restoration edicts of Babylonian kings.

unusual date notation in the body of the text that is known to be an innovation of Rīm-Sîn's chancery, a fact reflected in the distribution of such date notations in administrative or official contexts, rather than private settings. This further supported the proposal that this text was written by a scribe working under the auspices of the state, or that the text had originally been issued from the chancery of Rīm-Sîn. A wider circle of evidence was found in the archival texts stemming from Rīm-Sîn's Larsa that usually mention the application of a royal edict, and show that his edict(s) entailed the return of property previously sold, including houses, ruined or vacant house plots, date orchards, fields, and prebends. This gave explanatory power to the proposal for the use and content of the provisions in CUSAS 10 18, a match that extended to the property designations and terminology of CUSAS 10 18.

Based on this new classification of the text, parts 4.4 and 4.5 showed that the text of the edict itself could complement the archival record. Assuming relative stability of the edict textual tradition during Rīm-Sîn's reign, CUSAS 10 18 supported the idea that the handing over of silver in lieu of property was an accepted compromise on the ground but not expressly provided for in the edict. This default position of the edict, that upon promulgation, the right to the property reverted to its original owner, also confirmed Kraus' understanding of the so-called *ana pūhat* texts: the reaching of a compromise with an original seller could be described as "in exchange" for the original property, given that the edict had (re-)confirmed the seller's title to it. The text of CUSAS 10 18 complemented the archival picture that the edict was a royally mandated version of redemption. Lying implicitly behind all the provisions was the intention to restore what belonged to the paternal estate. This nuance was also in evidence from the protection of the inalienable "permanent field" (*eqel dūri(m)*). Yet just as private redemption of property studied in chapters 1 and 2 showed that a right of redemption only affected certain sales, so the generality of CUSAS 10 18 was not interpreted as reversing all sales and exchanges of the property listed. The need to further demonstrate the application of the edict to a transaction in question could be inferred from the evidence of a royal commission of judges adjudicating cases in light of the edict of RS 35. However, there was other evidence of the particularity of the edict's application. The evidence from the archives of known merchants, some of whom fell foul of the edicts of Rīm-Sîn in a number of instances, combined with evidence of their large-scale prestige building from the middle of Rīm-Sîn's reign indicated that the edicts were at least partly intended to mitigate such practices. These were conveyances of family property to the merchants, presumably at an original undervalue in light of the compromise payments that could later be brokered. There was a clear historical background to Rīm-Sîn actively taking up a royal prerogative to mandate the return of property, what amounted to redemption by decree. This prerogative may also have had a political edge where the edicts, whose application fell repeatedly on the increasingly prosperous merchants, brought the intervention of royal power.

The final part of the chapter showed that, despite the historical particularity of the edicts that could be seen in their application under Rīm-Sîn, they had an afterlife. The classification of CUSAS 10 18 as an edict of Rīm-Sîn, combined with a re-reading of SAOC 44 22, led to the proposal that Samsu-iluna's edict issued upon his accession to the throne, borrowed directly from Rīm-Sîn's edict(s). This does not imply that such provisions were applicable outside the former territory of Larsa, and so it does not suppose that the provisions made their way into the edict provisions issued for the

remainder of the Babylonian kingdom. The appearance of parts of the Rīm-Sîn edict tradition in Babylon's edict towards Larsa relied upon the close textual parallel between CUSAS 10 18:15-18 and the speech of the claimant in SAOC 44 22 who cites from Samsu-iluna's edict. As it was highly improbable that this adoption of Rīm-Sîn's edict provisions would have skipped Ḫammurabi, this was taken as evidence that Ḫammurabi had first adopted the provisions. The most suitable moment to do so was upon the issuance of Larsa's own *mīšarum* following annexation. The length of Babylon's concession to Larsa-specific norms, even those enacted by Rīm-Sîn, could then be extended from the one-off act at the point of annexation through to the arrival on the throne of Samsu-iluna. The fact of such an adoption of Rīm-Sîn's provisions was then shown to be in step with other evidence of continuity in how Babylon approached the everyday aspects of governance in Larsa, particularly in the eagerness of king and governor to respect traditional property rights and holdings in the province.