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

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5 Studies in the redemption of persons

5.1 Introduction

In a number of cases the presence of redemption of persons in the OB archival record can be harder to identify, and a precise background more difficult to reconstruct than with redemption of property. Even the term *iptirum* “redemption money”, frequently used where redemption (or ransom) of persons was concerned (only rarely where real property was redeemed), can reflect an ambiguous background.⁶⁵³ There are other terminological difficulties. Technical terms denoting particular liabilities were subject in principle to redemption, including the liabilities denoted by *e'iltum* and *kiššātum*, although there remain residual questions about their precise meaning and background. Nor can the language of redemption be applied to all kinds of ‘personal release’. Most obviously manumission, a phenomenon that overlapped in its stereotypical formulae with the royally mandated return of persons in the Babylonian *mīšarum* edicts, was a distinct phenomenon. This chapter seeks to contribute to the study of redemption of persons by a select treatment of some of the related terminology, as well as a study of select archival texts from different localities bearing on the redemptions of persons. Observations about the usage and distribution of *iptirum* (5.2) lead to passing comments on the redemption/ransom of captives. This was a practice that partook of the same terminology but for which a different background could often be inferred: captives or prisoners of war being redeemed (ransomed), often by means of merchants as middlemen. This practice has been the subject of a recent comprehensive study and will not therefore be treated here.⁶⁵⁴ Then the terms *e'iltum* and *kiššātum* in legal, administrative and epistolary contexts will be studied (5.3 and 5.4). As noted above, these are technical terms and the liability denoted by them could involve the handing over of persons against the respective liability. This was subject to the possibility of redemption. The treatment of *e'iltum* and *kiššātum* is completed in 5.4 by returning to the royal sources relating to redemption of persons in the Babylonian edict manuscripts in which *e'iltum*, *kiššātum* occur alongside *mazzazānum*. Study of these terms is followed in 5.5 by a treatment of *nepûm* “distrain” and *nipûtum* “distrainee”. Although the meanings of these terms are well established, the relationship of the practice to redemption, to *kiššātum*, and its omission from the extant portions of the Babylonian *mīšarum* edicts, is best explained following a reconstruction of the practice denoted by *nepûm*, *nipûtum* and related lexemes.

The final part of the chapter, 5.6, studies archival evidence relating to conventional redemption of persons by locality. This includes some evidence from the archives of creditors (Diyala, Larsa) which, as with the redemption of property, can tell us something about how debt could trigger the loss of personal freedom on account of the (self-)sale or pledge of persons, but less about how redemption worked in practice. The evidence from debtors’ archives is sparser but 5.6 includes an edition of the new text BM 80107/8, stemming from Sippar, documenting the payment of a sum in lieu of a claim and redemption money which shares the characteristics of a permanent title deed.

⁶⁵³ In the literature see most recently Nebiolo 2019, 273-275 and van Koppen 2019.

⁶⁵⁴ The study is Charpin 2014a.

5.2 Between ransom and redemption: *iptirum* “redemption money”

5.2.1 General

The noun *ipti/erum* (hereafter *iptirum* in free text) in the OB texts dealing with redemption (or ransom) means “redemption money” (AHw 385b, s.v. “Lösegeld”; CAD I-J, s.v. mng. 1 “price paid for redemption or release, ransom”). It can already in OB stand for a person given in exchange for a released prisoner,⁶⁵⁵ hence ARM 173:22-26:

(22) *a-nu-um-ma* 2 s[ag-i]r-m[eš] (23) *ip-te₄-ri-šu-nu a-na [še-er a-ḫi]-ia* (24) *uš-ta-re-em*
‘a-ḫi ḫ[i-mu-ur-ma] (25) *ip-te₄-ri-šu-nu li-im-ḫ[u-ur-ma]* (26) *lū-meš šu-nu-ti wa-aš-še-*
[er] “I have just sent to my brother (=Zimri-Lim) the two slaves (representing) their *i*.
 Let my brother see and receive their *i*, then release those (other) men.”

Though booked by CAD as pl. tantum (CAD s.v.), indicated by several plene spellings, note the following texts:⁶⁵⁶

(1) ARM 28 155:38:

ù ip-te₄-er-šu-nu pu-ḫa-am lu-ud-di-in

“and I will give their redemption money in return”.

(2) Al-Rāwī and Dalley 2000, text no. 51:6-7 (pl. 42):⁶⁵⁷

1 ½ ma-na kù-babbar ki ma-ni-ia (7) *ip-te₄-er ma-ri-šu im-ḫu-ur*

“1 ½ minas of silver, he received from Mannija (as) the redemption money for his son”.

(3) MDOG 38 8:17-18 (redemption of a vacant plot (é-kislaḫ)):⁶⁵⁸

(15) PN (16) *é a-bi-šu ip-tú-ur* (17) *a-na ip-te₄-er é a-bi-š[u]* (18) *5 ½ gín kù-babbar in-na-*
a[n-lá]

“PN redeemed the estate of his father, as the redemption money of the estate of his father, he weighed out 5 ½ shekels of silver.”

5.2.2 Usage of *iptirum*

The following attestations illustrate the range of the usage of the term. The term can denote the redemption money given (for persons) with respect to (financial?) claims or debts, redemption money given to redeem a captive or prisoner of war – by far the most frequently attested usage – and also the redemption money given to redeem property.

⁶⁵⁵ CAD (s.v. meaning 2), AHw s.v. cite later examples attesting this meaning.

⁶⁵⁶ The final sign in the form *a-na [i]p-te₄-ri-im*¹ in ARM 28 42 rev. 8 could, based on the copy, also be *-i*.

⁶⁵⁷ Read *te₄* in l. 7 of the transliteration on p.97.

⁶⁵⁸ See already Farber’s comments on the noun *iptirum* (Farber 1984, 72).

Redemption money with respect to (financial?) claims or debts

In BM 80107, a text documenting the payment of a man's redemption money and settlement of outstanding claims against him, the inner tablet has⁶⁵⁹:

1 ma-na kù-babbar *ip-ṭe₄-ri-i-šu ù ru-gu-um-me-e-šu*

"1 mina of silver for his redemption money and his claim(s)."⁶⁶⁰ The nature of the claim here is open to interpretation, also in light of van Koppen 2019, where a new attestation of *ipṭirum* is discussed and the interpretation there is discussed in 5.6.

One further possible example comes from Tutub, JCS 9, p.99 no. 88 (copy p. 115):

(¹) 17 gín kù-babbar (²) *a-na ip-ṭe₄-er* (³) *ḥa-ga-li-ia a-bi-šu* (⁴) *ṣa-ga-gu-um* (⁵) *šu-ba-an-ti*

"Zagagum has received (as a loan) 17 shekels of silver, as the redemption money of Ḥagalija, his father."

There is no way of knowing, however, whether the redemption of his father was from captivity or from conventional and local debt-slavery. If the former it belongs in the following category.

Another reference, with uncertain background, comes from the recently published letter of a certain Šamuḫtum, a *nadītum* woman, who refers to a superior's demand for her "redemption money" (*a-na ip-ṭe₄-ri-ia ús-er-re-ni*, IM 31215 rev. ll.25-26, Nebiolo 2019). Nebiolo discusses the ambiguity of the background to *ipṭirum* here (2019, 723-725). She considers it possible that the sum of five shekels referred to in the letter could be a payment of the *nadītum* to the god to whom she is dedicated for the release of her or a family member from an illness or moral sin. Without other evidence to support this she leans towards the idea of redemption of the person (and / or family) from some punishment, misfortune or illness (which may have been ascribed to a divine as much as earthly power) (Nebiolo 2019, 725).

Redemption/ransom of persons taken captive

The following attestations illustrate this usage. For a fuller list of examples, in context, see Charpin 2014. A translation "ransom" or "ransom-money" yields good sense in these contexts (e.g. Kupper in ARM 173:23, 25 (*raṣon*, not *rachat*)). However, even taking into account the different historical backgrounds, the semantic field is a shared one. The term *i*. is generally rendered here as "redemption money" for consistency.

In ARM 28 42 rev. 8, a letter written by Šukru-Teššub king of Eluḫut (Kupper 1998, 28:48), concerning the redemption of persons, with the redemption items being provided by merchants, we are told that merchants have proceeded "to give as redemption money" (*a-na [i]p-ṭe₄-ri-im' nadānam*) (rev. 8).

In ARM 28 155, already quoted above, a letter from Arrijuk to Zimri-Lim, the letter closes with the following: *ù ip-ṭe₄-er-šu-nu pu-ḥa-am lu-ud-di-in* "and I will give their

⁶⁵⁹ The upper obverse of the case is broken in the relevant place.

⁶⁶⁰ For *kasap ipṭeri* cf. MSL I p. 38, *ana ittišu* Tf. 3, II, 17. Also now Nebiolo 2019, 724-725 and van Koppen 2019.

redemption money/ransom in return” (cf. Kupper “et je donnerai (l’argent) de leur rachat en contrepartie.”⁶⁶¹).

In ARM 28 173, the second matter dealt with in the letter from Hadnu-rabi to Zimri-Lim, Hadnu-rabi seeks to arrange the redemption of two men by supplying two slaves in their place: ⁽²²⁾ *a-nu-um-ma 2 s[ag-i]r-m[eš]* ⁽²³⁾ *ip-ṭe₄-ri-šu-nu a-na [še-er a-ḫi]-ia* ⁽²⁴⁾ *uš-ta-re-em ṛ a-ḫi ṛ l[i-mu-ur-ma]* ⁽²⁵⁾ *ip-ṭe₄-ri-šu-nu li-im-ḫ[u-ur-ma]* ⁽²⁶⁾ *lú-meš šu-nu-ti wa-aš-še-[er]*

“I have just sent to my brother (=Zimri-Lim) the two slaves (representing) their redemption money/ransom. Let my brother see and receive their redemption money/ransom (i.e. exchange), then release those (other) men.”

FM IV 228 no. 51 documents the redemption/ransom of a woman taken in booty from Raqqum. Line 1 is restored: [*tup-pi*] *ip-ṭe₄-ri*. In this case, it appears that she is redeemed without a redemption payment (l. 4: [*ba-lu ip*]-ṭe₄-ri), a fact plausibly explained by Ziegler in light of the length of her service ((Ziegler 1999, 228, f.n. 789).

Already cited in 5.2.1 is a letter found in Abu-Ḥabbah setting out a merchant account (Al-Rāwī and Dalley 2000, text no. 51, pl. 42), comparable to other accounts known from Old Assyrian merchants, which refers to the receipt of one and a half minas of silver received as ransom money by Mannija for the ransom of his son.

The entry (ll. 6-7) reads as follows:

1 ½ ⁽⁶⁾ *ma-na kù-babbar ki ma-ni-ia* ⁽⁷⁾ *ip-ṭe₄-er ma-ri-šu im-ḫu-ur*

“1 ½ minas of silver, he received from Mannija (as) the redemption money/ransom for his son”.

Comparable to these accounts in the body of a letter is VS 22 84:27 (with AoF 10 52, now also Charpin 2014, 61), in which we find in ll. 27-32:

⁽²⁷⁾ *5 ma-na kù-babbar i[p]-ṭe₄-er lú x x* ⁽²⁸⁾ *x x [ḏe]n-[z]u-mu-ba-lí-iṭ*

⁽²⁹⁾ *3 ma-na kù-babbar ip-ṭe₄-er dumu dingir-šu-ib-ni* ⁽³⁰⁾ *[x] [m]a-na kù-babbar ḏtu-tu-na-šir* ⁽³¹⁾ *[x] ma-na kù-babbar ša’² dumu ku-ur [...]* ⁽³²⁾ *[x ma-n]a kù-babbar ip-ṭe₄-er dumu-a-ni*

“5 minas silver, redemption money of ...Sîn-muballit, 3 minas silver, redemption money of the son of Ilšu-ibni, [x] minas silver (for?) Tutu-nāšir, [x] mina(s) silver of the son of ..., [x mi]na(s) silver, redemption money for his son.”

These examples reflect the most common usage for the term, to denote money handed over for the redemption or ransom of captives. Where more background is given, it is either clear or likely that the ransom of prisoners of war is in view, or persons taken captive outside their home territory in which merchants are involved as middlemen securing their ransom and return.⁶⁶² The first usage, where *ipṭirum* refers to redemption money and a background of debt can be presupposed, is less common numerically.

⁶⁶¹ Kupper 1998, 28:226.

⁶⁶² For a recent study of these texts, with particular attention to the ransom sums but revealing important background to the texts, see Charpin 2014.

Redemption of property

In addition to the two ranges of usage above, the term *iptirum* can also refer to the redemption money for property.⁶⁶³ The Sippar text MHET 868 (=BM 97039), dated 24/X/Si 15, yields an example where an empty plot is bought (l. 7), but the transaction is clearly a redemption, employing the verb *in-du*₈ (l. 12), followed by: *a-na ip-t[e₄]-[r]i-š[u]* (collated).

From Babylon (Ammi-ditāna) (MDOG 38 8, see Farber 1984, 71–75) we find the redemption of a one third sar vacant property (*é-kislah*) described as follows:
⁽¹⁵⁾ PN⁽¹⁶⁾ *é a-bi-šu ip-tú-ur* ⁽¹⁷⁾ *a-na ip-te₄-er é a-bi-š[u]* ⁽¹⁸⁾ 5 ½ gín kù-babbar in-na-a[n-lá].

“PN redeemed his paternal estate, as the redemption money for (the property of) his paternal estate, he weighed out 5 ½ shekels of silver.”

The Isin text JCS 31 3 [BMC 3] (–/V/Damiq-ilīšu 9) is also relevant here.⁶⁶⁴ This is the acquisition of a fallow field by a husband and wife from three brothers and a sister. It is drawn up as a purchase and contains the marker of redemption *nam-du₈-a* (= *iptirum*) (“redemption money”) in l. 23.

5.2.3 Between ransom and redemption

The observations about the distribution and usage of the noun *iptirum* leads us naturally to a practice reflected in its most frequent usage, and belonging with redemption broadly conceived: the redemption/ransom of captives. It is well established that persons taken captive in a variety of situations outside of their home territory could be bought back – by funds originating with the captive himself or from family members, in certain cases through loans from a local temple. An important part of this historical reality was the role of merchants as middlemen, engaged in trade across borders. The modalities of this remarkable right have been well reconstructed by Charpin’s wide-ranging treatment of the subject paying particular attention to the matter of redemption/ransom prices (Charpin 2014a), and will not be repeated here. There he addresses the evidence for the redemption/ransom of prisoners of war or persons redeemed through the activity of merchants acting as middlemen, and treats the subject based on a wide collection of material drawn from different localities and pointing to a variety of background contexts. The second section of the study shows merchants playing a well-established role as middlemen, showing varying degrees of personal connection to the ransoming parties depending on the situation, but often acting explicitly on behalf of a person sending a ransom payment with merchants to exchange in return for a person, often a family member of the person ransoming (Charpin 2014, 62).⁶⁶⁵ In many cases it is possible to recognize the distinctive historical background behind the redemption and it is possible to distinguish this practice from other forms of redemption attested in the archives on the basis (1) that the person ransomed is best understood as a captive, not someone transferred by

⁶⁶³ AHw 385b s.v. meaning (2) though citing OB Susa references.

⁶⁶⁴ See the edition in ARCHIBAB (T2830) (with a note about its inclusion in Archibab 6, in preparation). Also Lieberman RA 76, 1982, p.103 n.28.

⁶⁶⁵ Also to be understood in this framework is the text PBS 8/2 199 (1/IV/Si 6) (Veenhof 1991, 299–300, with fn. 26).

means of an arms-length transaction, (2) that the role of the merchant as middle-man is prominent.

However, excluding those cases involving the handing over of persons without a ransom payment as the result of sovereign intervention,⁶⁶⁶ the differences between ransom and redemption should not be overstated. First, there is the overlapping use of *ip̄tirum* to describe redemption money in both settings. Second, there is the formal similarity, at least from the perspective of the redeeming party, that someone is recovered by the payment of a price. This gains further traction from the observation about how the merchants, who handed over the redemption money, appear to have been treated. Charpin notes: “Tant que le remboursement n’était pas effectué, le captif semble avoir été considéré comme esclave pour dette du marchand.”⁶⁶⁷ Other texts, and their background, also encourage a consideration of the two practices under the same broad category. This is illustrated by a text such as TLB 1 215 (=LB 944). The text, dated to Samsu-iluna 19, records the redemption of a girl who is a citizen of Uruk (dumu-munus unug^{ki}-ga (obv. l. 2)). She is redeemed from Bēltani by her father.

Lines 5-9 read as follows:

m̄l̄-l̄i-ba-ni-i / dumu Na-bi-ì-l̄i-šu ad-da-a-ni / ip-t̄u-ur-ši / a-na ip-te₄-ri-ša ga-am-ru-tim / 6 gín kù-babbar in-na-an-lá

“Ilī-bāni son of Nabi-ilīšu, her father, redeemed her. He weighed out as her full redemption money six shekels of silver.”

As Stol notes,⁶⁶⁸ her father belongs to a team of gardeners from Uruk who worked under the supervision of *šandanakkum* Mār-Bābilim (first witness in TLB 1 215), and this fits with Charpin’s observations about the appearance of labourers from the south in the northern province of Yaḥrūrūm Šaplūm following the loss of the southern cities since Samsu-iluna 11. It is in this light that Charpin plausibly interprets TLB 1 215.⁶⁶⁹ Ilī-bāni, the girl’s father, was himself a refugee from Uruk, and found back his daughter in slavery with Bēltani upon his migration to Lower Yaḥrūrūm. He redeems her by paying redemption money of six shekels. If the reconstruction is correct, the background to such a situation falls somewhat between the irregularities of conflict and crisis in which a person could be carried off as booty or otherwise captured, and more conventional redemption where there had been a prior arms-length arrangement between the redeemer and the party from whom he redeems.

⁶⁶⁶ Such an act could simply amount to a sign of diplomatic goodwill (Charpin 2014, 62). The role of merchants was itself connected to wider customs of protection of merchants engaged in long-distance trade, a customary protection that took on geopolitical importance (van Koppen 2007, 212–13).

⁶⁶⁷ Charpin 2014, 62.

⁶⁶⁸ Stol (forthcoming).

⁶⁶⁹ Cf. BiOr 38 (1981) 522, B 5, Charpin 1986, 414, and AfO 34 (1987) 44.

5.3 *e'iltum* “(economic) liability”

5.3.1 Summary

This section examines the OB attestations of the term *e'iltum* in legal, administrative and epistolary texts and finds it to mean “(economic) liability”. A study of its usage shows that it (a) could be taken over or settled by a third party, including family members, (b) could be satisfied or released by the handing over of money, property, and (c) persons could be handed over against this liability. In light of (c), the royal sources are found (d) to reflect ground-level practice in the archival texts where *e'iltum* showed close analogy to conventional debt in the form it took and the ways it could be satisfied or secured.

5.3.2 General

Although the script lacks a designated aleph-sign at this time, leaving some ambiguity about what lies beneath spellings using the signs from the 𐎶-series, it nonetheless seems likely that the use of the 𐎶-series in this case represents a strong aleph in this doubly-weak root.⁶⁷⁰ The related verb is *e'ēlum*. For the distribution of occurrences of *e'ēlum* in all periods according to verbal stem in tabular form see Janssen 1991, 79, which will not be repeated here. Based on a study of the lexemes connected with the root, the basic meaning of *e'ēlum* as “to bind” and *e'iltum* as “a binding” is well-established, not only for the OB period.⁶⁷¹ The semantic fields of ‘(economic) obligation, liability’, ‘sin’, ‘illness’ are, in light of texts published after AHW and CAD E, represented in the OB attestations of the term *e'iltum*.⁶⁷² I restrict my discussion here to the OB usage attested in legal, administrative and epistolary texts, although results may need to be modified following the full publication of the relevant letters from the Ur-Utu archive, the provisional findings of which urge some caution for a purely economic understanding of *e'iltum*.⁶⁷³

The lexeme *e'iltum* can appear as direct object used with the following verbs: *paṭārum*, *apālum*, *rašūm* (CT 33 47a:3: *i-ḫi-il-tam ir-ši-i-ma*), and *e'ēlum*. It appears frequently in prepositional phrases governed by *ana*, with or without pronominal suffix. In prepositional usage the verb may be a verb of payment (in-na-an-lá (YOS 8 31:10) // *šaqaalum* (VS 7 5:5)) but we also find *izuzzum* used, to describe the guaranteeing of or taking responsibility for the *e'iltum* (e.g. TLB 1 250, obv. 6'-7'). The term can, as is well known, appear as the subject of a transitive verb, whether *šabātum*, as in LH §117: *šumma awīlam e'iltum iṣbassūma* “if a liability seizes a man”, which is not exceptional (cf. TLB 1 250, obv. 5': *e-ḫi-il-tum iṣ-ba-at-m[a (?)]*), or with *e'ēlum* itself (EdA Ni 632 col. v:28: *i-il-tum i-il-šu-ma*).

Based on these various usages, we can build a picture of the *e'iltum*-liability and how it was dealt with.

⁶⁷⁰ Kouwenberg 2010, 521.

⁶⁷¹ Janssen 1991, 77-78.

⁶⁷² Janssen 1991, 77-78.

⁶⁷³ Janssen 1991.

5.3.3 Incurring an *e'iltum* liability

Firstly, when *e'iltum* appears as the subject of a transitive verb or the direct object of *rašûm* it refers to the incurring of the liability. This is clearly the case in the protasis of LH §117:

šumma awīlam e'iltum iṣbassuma
 “if a liability seizes a man”

This phraseology, albeit in a main clause (and without resumptive pronoun), appears in TLB 1 250, obv. 4'-5' (Dilbat):

⁽⁴⁾ ^msig-a-ra-aḥ-tum a-[...] ⁽⁵⁾ e-ḥi-il-tum iṣ-ba-at-m[a (?)]
 “Ipqu-Araḥtum [...], a liability seized a[nd]”

Given that it is clear in context that the incurring of the liability is meant, its meaning can be compared to CT 33 47a:1-3 (Sippar):

⁽¹⁾ ^{pd}im-ra-bi ⁽²⁾ dumu i-din-^den-zu ⁽³⁾ i-ḥi-il-tam ir-ši-i-ma
 “Adad-rabi son of Iddin-Sîn incurred a liability”

Also belonging here are occurrences in letters of the cognate phrase, *e'ēlum* with *e'iltum* as direct object usually rendered “to enter into a binding agreement” (e.g. AbB 10 96; 10 191). The lack of context in these occurrences makes it impossible to tell whether a different background should be proposed from the case where *e'iltum* appears as subject of its cognate verb. Once the liability has been incurred, a number of different possibilities emerge, all concerned with meeting the liability. First, I take the usage of *izuzzum*: the texts attest the possibility that another person can step in and stand (responsible) for the liability in place of the individual concerned.

5.3.4 *izuzzum* and *e'iltum*: standing responsible for another person's liability

To be considered first is TLB 1 250 (Dilbat). The text records how Ipqu-Araḥtum incurred an *e'iltum* liability (obv. 5'). Most of the remainder of the extant text deals with the agreement reached by the Šakkanakkum and elders of Dilbat about how Ipqu-Araḥtum can settle his liability. However, this is triggered because the brothers of Ipqu-Araḥtum did not take responsibility for the liability on behalf of Ipqu-Araḥtum (obv. 6'-7'): *a-na e-ḥi-il-ti-šu aḥ-ḥa(sic)-šu ú-ul iz-zi-zu-ú-[ma]*. The implication is that they could have, and presumably prevented Ipqu-Araḥtum from handing over a field which appears to be the condition for satisfying his liability (rev. 1'-2'). It is not obvious from this text alone whether the G-stem of *izuzzum* here has the technical meaning “guarantee” or whether the responsibility it envisages is upfront settlement.

TLB 1 250 (=LB 713)

^(1') dum[u...] ^(2') a-na [...] ^(3') aš-šum il-ki [...] x [...] ^(4') ^psig-a-ra-aḥ-tum a-
 [...] ^(5'-9') e-ḥi-il^l-tum iṣ-ba-at-m[a (?)] *a-na e-ḥi-il(text:IS)-ti-šu aḥ-ḥa(sic)-šu ú-ul iz-*

zi-zu-ú-[ma]^{pd} amar-utu-na-ši-ir gir-nita₂ dil-bat^[ki] ù ši-bu-ut dil-bat^{ki} (10^v) [di-na]m i-di-nu-šu-nu-ti-ma [... ..] ti x[x x]^(Lo.E.) [... ..] x [...]^(rev.) (lacuna of five or six lines)^(rev. 1^v) [i-na (?) a]-ša(?) -im i-na-ad-di-i[n*-ma][e-ḫi]-il-ta-šu i-ip-pa-a[l] [u₄-k]úr-šè a-na a-ša-im ù bi-t[i]m^(rev. 4^v) [š]a aš-šum e-ḫi-il-ti-šu^(rev. 5^v) p^{si}g-a-ra-aḫ-tum i-na-ad-di-n[u]^(rev. 6^v)pd⁸ uraš-na-da ù i-din^d la-[ga-ma-al]^(rev. 7^v) ú-ul e-ra-ag-ga-mu^(rev. 8^v) mu^d uraš ù ḫa-am-mu-ra-bi [(x x)]^(rev. 9^v) [i]n-pàd-dè-meš^(rev. 10^v) [igi i]p-[p]a-li-is san[ga]

(1^v-9^v) [... ..] concerning (?) [...] by reason of the *service* (?) [...] Ipqu-Araḫtum [...] a liability has seized; for his *e'iltum*-liability his brothers did not stand responsible; Marduk-nāšir, the *šakkanakkum* of Dilbat, and the elders of Dilbat rendered them a verdict. ...^(rev. 1^v-10^v) he shall give [part of] the field and (so) satisfy his *e'iltum*-liability. In future, concerning field and house, which, by reason of his *e'iltum*-liability Ipqu-Araḫtum will give, Uraš-nādā and Iddin-Lagamal will not complain, by Uraš and Ḫammurabi they have sworn. Before Ippalis the *šangūm*.

Notes:

Rev. 1^v: Collation confirms the traces of the final extant sign match the beginning of *in*. This rules out *nu* (cf. the TLB 1 copy) and the possibility of subordination of the verb in rev. 1^v. There is only space for three signs before šā. For an edition of this text see Stol (*Forthcoming*).

The usage and context of *izuzzum* here can be compared to an unpublished letter, **BM 108898**, worth quoting in full (based on a provisional hand-copy provided courtesy of Irene Sibbing-Plantholt; not collated).

(1) [a-n]a in-bu-ša (2) qí-bi-ma (3) um-ma^d mar-tu-ma-gir-ma (4) utu ù^d amar-utu li-ba-al-li-tú-ka (5) ^{rp} a-pil-i-lí-šu PA ù x (6) <kí>-a-am iq-bi-a-am um-ma šu-ú-ma (7) [P]nam-ra-am-ša-ru-ur PA.PA (8) a-ša ša aga-uš i-pu-uš¹ (or: šu)-ma (9) be-el a-ša-im a-na ḫu-ub-tim (10) [i]š-ba-tu-ma a-na i-ḫi-il-ti (Lo.E., 11) [ú]-ul iz-zi-iz (Rev., 12) [(x) ú?]-ni-ia^r tu^r-ia (13) ^r ú[?] [(x)] kù-babbar aš-qú-ul-ma (14) ap¹-ta-ta-ar-šu (15) um-<ma> a-na-ku-ú-ma a-na i-ḫi-el-ti-šu! (or: ki) (16) [a-n]a mi-nim la ta-az-zi-iz (17) [um-m]a šu-ú-ma a-ša-šu at-ta¹ e-pu-uš (18) a-na qí-bi-ti-šu a-ša-am i-pu-uš² (19) ù i-nu¹-ma a-pil-i-lí-šu (20) [a-ša-a]m i-pu-šu (21) [P]nam-ra-am]-ša-ru-ur x x KU ú (22) [i-na k]i-i-tim a-wi-lum (23) [ša a-n]a i-ḫi-il-ti a-wi-lim (24) la iz-zi-zu (25) a-ša-am ú-ul i-pu-uš

(1) [T]o Inbuša, (2) speak: (3) thus (says) Amurru-māgir, (4) ‘May Šamaš and Marduk keep you well. (5) Apil-ilīšu ... (6) thus he spoke to me, as follows: (7) Namram-šarur the colonel (8) worked the field of the *rēdūm*-soldier and (or: because(?)) (9-10a) they seized the owner of the field on account of robbery (10b-11) but he (Namram-šarur?) did not take responsibility for the *e'iltum*-liability. (12-14) I weighed out my ... [and] [x] silver and I redeemed him. (15-16) Thus I (said): ‘why did you not stand (responsible) for his *e'iltum*-liability?’ (17) Thus he (said): ‘You work his field!’ (18) He worked the field at his instruction (19-21) and when Apil-ilīšu had worked the [field], they Namram-šarur ... (22-25) [in tru]th, a man who does not take responsibility for the *e'iltum*-liability of (another) man, should not work a field.

Notes

9: *ana ḫubtim*; the derivation from *ḫubtum* ‘robbery, theft’ is only one possible option. Consider deriving it from CAD’s *ḫuptu* A ‘(a field or garden subject to special legal restrictions)’ (CAD H s.v., 242, add BIN 2 84:4, CT 45 56:1, YOS 12 459:1, YOS 8 100:7;

references courtesy M. Stol). Certainly any connection between *e'iltum* and theft, a connection seen in *kiššātum* texts, cannot be built on this text.

14: As copied the first sign is GĪŠ. Amending to *ip!* is possible but against this is the required change from first to third person in co-ordinated verbs that appear to belong to the same speech. The reading of the first sign in *ap'-ta-ṭa-ar-šu* is therefore uncertain and requires collation.

21: Given we expect the verb of a main clause after *īpušu* in the preceding temporal clause, the *Cu-ú* in *Auslaut* suggests a plural subject here with Namram-šarur as the object. The signs preceding KU-ú resemble *ú* and *ša/ta* but *ušaqqú*, 3m.pl. D-stem preterite from *šaqqú* hardly fits the context. Alternatively read: *utarrú* (*ú-ta-ru!-ú*).

Even aspects of what is extant pose problems for interpretation but for now we can see that three times in this letter reference is made to the possibility of someone standing (responsible) for another person's *e'iltum*-liability. On the third occasion, what appears to be a general statement, is formulated as a conclusion to the letter.

(10-11)	<i>a-na i-ḫi-il-ti [ú]-ul iz-zi-iz</i> “(but) he did not stand responsible for the <i>e'iltum</i> -liability”
(15b-16)	<i>um-<ma> a-na-ku-ú-ma a-na i-ḫi-el-ti-šu!</i> (or: <i>ki</i>) <i>[a-n]a mi-nim la ta-az-zi-iz</i> “thus I (said) ‘why did you not stand (responsible) for his <i>e'iltum</i> -liability’”
(22-25)	<i>[i-na k]i-it!-tim a-wi-lum [ša a-n]a i-ḫi-il-ti a-wi-lim la iz-zi-zu a-ša-am ú-ul i-pu-uš</i> “[in tru]th, a man who does not take responsibility for the <i>e'iltum</i> -liability of (another) man, should not work the field.”

If the reading of ll. 22-25 is correct, then the working of the field in this letter is both a responsibility and privilege (presumably on account of usufruct). However, it appears that the right to work the land had, at least in the mind of the sender, a corresponding responsibility - to meet the *e'iltum* liability that had been incurred by the third party. One further comment can be made from the text. Though ll. 12-13a on the upper reverse are broken, the sender appeared to satisfy the *e'iltum* by payment (13b: *kù-babbar aš-qu-ú-ul-ma*). If collation confirms the presence of the verb *paṭārum* in l. 14 it would support this.

5.3.5 Paying silver to settle an(other person's) *e'iltum*

The connection between “standing responsible” for a person's *e'iltum*-liability and paying a silver amount, presumably in satisfaction of the *e'iltum*, can only be made directly from BM 108898. However, the fact that payment could be made to settle the *e'iltum* is well attested elsewhere. I exclude for the moment the texts gathered and discussed by Janssen 1991. Janssen's discussion and conclusions are treated below.

CT 33 47a

(1) ^{pd}im-ra-bi (2) dumu i-din-^den-zu (3) i-^{hi}-il-tam ir-^{ši}-i-ma (4) ^pi-din-^den-zu dumu u-bar-^dza-ba⁴-¹ba⁴ (5) a-na qí-bi-it (6) ^ppi-ir-^{hi}-i-lí-šu šeš-a-ni (7) 7 gín kù-babbar (8) a-na i-bi-^dim (9) dumu i-ri-ba-am-^den-zu (10) i-lá-e (11) igi ir-^den-zu dumu i-lí-a-zu-ni (12) igi ri-iš-^dutu dumu lu-uš-<ta>-mar^den-zu (13) igi ^den-zu-i-ri-ba-am šeš-ni (14) [igi] p[a]-le-^dutu (15) [igi šu]-mi-er-še-tim (16) [igi] šum-ma-li-ib-i-lí (vacat 1 line space) (17) iti kin ^dinanna 2-kam ud-13-kam (18) mu urudu ki lugal gub (=H_a 13)

(1-3) Adad-rabi, son of Iddin-Sîn incurred an *e'iltum*-liability and (4-10) Iddin-Sîn son of Ubār-Zababa, at the order of Pirḫi-ilīšu his brother, paid (?) (text: shall pay) 7 shekels of silver to Ibbi-Adad son of Irībam-Sîn. (11-16) Witnesses. (17-18) 13/VI:2/H_a 13.

VS 13 96⁶⁷⁴

Tablet (with case variations noted):

(1) ^pig-ma-tum mu-ni-im (2) ki ní-te-ni-šè (case omits line) (3) nam 5 gín kù-babbar nam u-bar-^dutu (4) ra-ma-an-šu uš-zi-iz (5) 5 gín kù-babbar ^pu-bar-^dutu (6) a-na i-^{hi}-il-ti-šu (7) iš-qú-ul (8) ud kù mu-un-tùm-tùm (9) ^pig-ma-tum (10) ba-an-tùm-mu (case: i¹-ta-al-la- [a]k) (11) igi i-lí-ar-ni-ul² (12) igi nu-úr-ištar (13) igi i-ku-un-pi⁴-ištar (14) a-lí-illat-ti (15) igi ib-ni-ir-ra (16) ši-lí-^dutu dumu zi-ig-ma pa a ¹⁷a-bu-um-dingir ¹⁸i-lí-iš-me-<an>-ni (space of c.6 lines) ¹⁹kišib lú inim-ma-bi-me-eš ²⁰iti ne-ne-gar ²¹mu dug₄-ta an ^den-líl ^den-ki-ga-ta ²²bàd zar-bí-lum^{ki} giš gú a-ma ²³mu-un-dù-a

(1-4) (one) named Igmatum, by his own authority, for 5 shekels of silver, he pledged himself to Ubār-Šamaš. (5-10) Ubār-Šamaš paid 5 shekels of silver with respect to his *e'iltum*-liability. On the day when he shall bring the silver, Igmatum shall go. (11-18) Witnesses. (19) Seal of the witnesses. (20) Month 5, (21-23) year: (the true shepherd Rīm-Sîn) at the order of An, Enlil and Enki, built the wall of Zarbilum (=RS 28).

Notes:

2: Ablative ta expected instead of šè, an error recurring in other contexts of self-sale (cf. YOS 5 145:1).

4: On this meaning of the Š-stem *izuzzum* see CAD U/W, 391a (also citing our text).

11: Perhaps for *Ilī-arnī-ul-(īdē)* (?) (suggestion M. Stol)

General: Taking VS 13 96 at face value, Ubār-Šamaš pays 5 shekels in respect of Igmatum's *e'iltum*-liability, something he was presumably unable to do himself. It is unclear whether Ubār-Šamaš is the one entitled to this payment or whether Ubār-Šamaš pays an unnamed

⁶⁷⁴ The seal of Nūr-Ištar ("Seal B1"), second witness, has been impressed.

third party to whom the *e'iltum* liability was payable. Either way, this payment by Ubār-Šamaš takes on the nature of a loan to Igmatum, against which he pledges himself.⁶⁷⁵

VS 7 5 (+6) (= VAB 5 26)

Tablet (with case variations noted):

(1) *ra-ma-tum* mu-ni-im (2) *dumu-munus šu-d* nisaba (3) *ra-ma-tum d[umu-munus]-su* (case: *ma-ra-as-su*) (4) *a-na e-ḫi-il-ti* [o o o] (case: + *šu-nisaba a-bi-ša*) (5) 1/3 ma-na kù-babbar *iš-k[u-ul]* (6) *aš-šum* 1/3 ma-na k[ù-babbar] (7) *ra-ma-tum* (8) *a-na e-ḫi-IŠ* (case: *il-ti šu-d* nisaba) (9) *a-bi-ša iš-qú-lu* (10) 1 sar é-dù-a (11) da é *en-zu-im-ma-tim* (12) *ù da <<é>> sila* (case: *sila*) (13) *sag-bi bād* (14) *egir-bi é lu-ša-lim* (case: + é *šu-d* nisaba) (15) *šu-d* nisaba (16) *a-na ra-ma-tum ma-ar-ti-šu* (17) *id-di-in ud-kúr-šè* *šu-nisaba* (18) *aš-ša-as-su a-aḫ-ḫu šu-d* nisaba (19) *ù dumu-meš šu-d* nisaba (20) *a-na é a-na ra-ma-tum* (21) *ù-ul e-ra-ag-ga-mu* (witnesses + date follow).

Translation (composite):

(1) One named Ramatum, (2) daughter of Šū-Nisaba: (3) Ramatum his daughter (4-5) weighed out 1/3 mina of silver in respect of the *e'iltum*-liability of Šū-Nisaba her father. (6) On account of the 1/3 mina silver (7-9) which Ramatum weighed out in respect of the *e'iltum*-liability of Šū-Nisaba, her father, (15-17a) Šū-Nisaba gave to Ramatum his daughter (10-14) 1 sar built house beside the house of Sîn-īn-mātim and beside the street, its front side the city wall, its rear side the house of Lušallim and the house of Šū-Nisaba. (17b-21) In future, Šū-Nisaba, his wife, the brothers of Šū-Nisaba and the sons of Šū-Nisaba shall not claim concerning the house against Ramatum.

These texts have an important role to play in establishing the meaning of *e'iltum*. Outside of literal, magical or contexts of sin/wrongdoing, it appears to be an economic liability. Alone, the fact that a payment could be made in settlement of it, or that it could be monetized does not require that it had to take the form originally of an economic liability but the evidence so far presented with this. It finds further support in an unpublished letter, HTS 13:21 (=AUAM 73.3203), an excerpt of which is produced here (courtesy M. Stol, based on a preliminary hand-copy prepared by N. Crawford):

(21) *um-me-nu ù e-i-il-ti igi-6-gál kù-babbar* (22) *i-na ia-mu-ut-ba-li* (23) *ul-la-nu-ka la ni-šu-ú* (24) *at-ta 'ú'-[ul] 'ti'-de-e*

“Don’t you know that we do not have a creditor or *e'iltum* of (even) 1/6th (shekel) of silver in Larsa except you.”

According to the speaker, the *e'iltum* is a matter of money, modified as it is by the proverbially low figure of one-sixth of (a shekel of) silver.

5.3.6 Verbs of satisfaction/release of an *e'iltum* liability

⁶⁷⁵ An alternative but, based on this text alone, unprovable idea is that the whole transaction is a fictive one. Then, it would be structured this way to avoid drafting it as a conventional loan + pledge. However, I don’t know why that would be advantageous.

The use of the term *e'iltum* with *izuzzum* is enough to suggest that it referred in this context to settlement of the liability rather than simply 'guaranteeing' someone else's future payment. This appears to bring its use very close semantically to what we will see is the meaning of *paṭārum* and *apālum* in the same context. Though that is true, on the basis of TLB 1 250 and BM 108898, the choice of *izuzzum* there may reflect the added nuance of responsibility: the brothers in TLB 1 250 may have been expected to take responsibility for meeting the liability of Ipqu-Arahtum. In BM 108898, Namram-šarur is chided for not taking responsibility (ll. 15-16) (by paying for the *e'iltum*, given that the sender did just that). Beside the two verbs already considered, *izuzzum* and *šaqālum*, the use of *paṭārum* and *apālum* deserve consideration.

First, I address the collocation of the noun *e'iltum* with the verb *paṭārum*.

Subject to caveats emerging from Janssen's study, this 'release' of the *e'iltum*, where an economic liability is in view, simply means the satisfaction of the liability. If we are dealing with a liability of the same kind, then BM 81320 (Bu 91-5-9, 1456)⁶⁷⁶ illustrates that this 'release' could be achieved by means other than simply handing over money.

BM 81320 (Bu 91-5-9, 1456)

(Obv.) (1) *p₂-li-ki-ma-a-bi-[i]a* (2) *ki ra-ma-ni-šu* (3) *p₂šu-mu-um-li-ib-ši* (4) *a-na pa-ṭa-ar e-[i]l-tim* (5) *i-gur-šu* (6) *i-di iti-l-kam-šu* (L.o.E.) (7) *1 gín kù-babbar* (Rev.) (8) *i-lá-e* (9) *0.2.0 še*
 g¹⁸ *bán* d¹⁸ *amar-utu šuku* (10) *i-na iti-l-kam u₄-3-kam* (11) *qá-tam i-ša-bat* (ruling) (12) *iti še-*
k[in]-ku₅ u₄-5-kam (13) *mu a[m-mi]-di-ta-na lugal-e* (14) *alan [o o] da a ni.*

(1-5) Šumum-libši hired Ilī-kīma-abīja, by his own authority, for the release of the *e'iltum*-liability. (6-8) (As) his monthly wages he shall weigh out 1 shekel of silver; (9) 120 litres of grain (according to) the ban-measure of Marduk, the ration; 3 days per month, he shall take leave. (12-14) Date⁶⁷⁷.

Notes

10-11: On the idiom *qātam iṣabbat* in this context, "take leave" (cf. AHw s.v. *qātu(m)* "x Tage im Monat *qá-tam iṣabbat* erhält er Urlaub") is preferable to "do additional work" (CAD S s.v. *ṣabātu*, 30a).⁶⁷⁸

The date and wording of this text invites comparison with hire contracts at harvest time, and in other respects the timing and duration of the hire is reminiscent of *tupšikkum* texts treated by Stol (1995). (In those texts, another usage of *paṭārum* 'to quit (service)' is attested). In our case, it appears that Ilī-kīma-abīja hired himself out

⁶⁷⁶ Included in Richardson 2002, 2:404 but here a slightly different transliteration (courtesy F. van Koppen) is presented, the most crucial difference being the reading of the last signs of l. 4, where the traces fit a restoration: *e-[i]l-tim* (*erēšim* is ruled out). F. van Koppen also records a seal impression on the lower edge but no caption or legend is visible.

⁶⁷⁷ The date is uncertain. A number of Ammi-ditāna year names are possible.

⁶⁷⁸ Cf. also AbB 7 147:6' with note 147(a).

for a month in order to satisfy, lit. ‘release’, his *e’iltum* liability. If so, he was offering his own services against the outstanding liability and paid it down in kind.⁶⁷⁹

If this text lacks an archival background that could tell us more, a large group of attestations of the phrase *e’iltam paṭārum* appeared in the archive of Ur-Utu and need to be borne in mind here, even if they seem to lend a complicating dimension to the term *e’iltum*. Janssen’s treatment of the phrase *e’iltam paṭārum* drew attention to the large number of attestations of the phrase in the letters contained in the Ur-Utu archive, adding 46 new attestations of the word *e’iltum*.⁶⁸⁰ An important result of Janssen’s provisional study of the term in the Ur-Utu archive is that, although “liability” is valid in most contexts, the semantic background of obligation, illness (and magic) which account for the semantic range of the term in its OB usage, are all present in the contexts where *e’iltam paṭārum* occurs in the Ur-Utu archive. This seems remarkable within such a well-defined corpus, and leads her to conclude that the aspects of obligation, illness and magic, usually considered to be distinct elements of the semantic range of *e’iltum*, appear to form “part of one notion” (Janssen 1991, 96). I don’t know how to weigh this statement based on the material presented there. If correct, the argument presented by Janssen opens up an interesting but complicating dimension to the study of the term.⁶⁸¹ Based on the contexts within which the phrase *e’iltum paṭārum* is used in the archive, Janssen sketched two scenarios. In the first scenario, the *e’iltum* is that of the Chief Lamentation Singer himself and is connected with a dispute (*dabābum*), the parties of which include local religious functionaries. In one case, following a dispute, money is paid for the *e’iltum* (Janssen 1991, 97). The second scenario involves a context of detention where people are held who are said to be bound by an *e’iltum*, though it is unclear whether this refers to an economic liability or otherwise (Janssen 1991, 97). Janssen concludes: “[w]e do not know whether the two scenarios are different or complementary. It is however possible that both scenarios represent different stages of a same concept, if there should prove to be a link between the parties involved in the *dabābum* and the detention of people (who are never mentioned by name). But we have no textual evidence.” (Janssen 1991, 98).⁶⁸²

As noted by Janssen, the full import of these occurrences for the meaning of the term must await full publication and treatment of the texts from the Ur-Utu archive but the preliminary observations lend an important caution here. Even in contexts which appear to be dealing with a purely economic liability, the wider background to an *e’iltum* may be multi-layered, although it is difficult to know how specific to the Chief Lamentation Singer’s archive were the ‘non-economic’ meanings of *e’iltum* and

⁶⁷⁹ On remuneration levels in the *tupšikkum* texts, in which remunerations could reach as much as 600 litres of barley per month, with a minimum wage of 1 shekel of silver, see Stol 1995, 300.

⁶⁸⁰ Despite this she acknowledged that these attestations “bring no clear and definite solution for this problematic word” (Janssen 1991, 78).

⁶⁸¹ See also Nebiolo 2019, 725 on the possibility of a similar background to *ipṭirum* in a *nadītum*’s letter.

⁶⁸² Janssen does propose one possible hypothesis to relate the two scenarios whereby the *e’iltum* of the second scenario is religiously ‘transferred’ to the Chief Lamentation Singer (Janssen 1991, 98).

e'iltam paṭārum.⁶⁸³ With these caveats in the background, where we appear to be dealing with a straightforward satisfaction of an economic liability using *paṭārum*, the usage of *apālum* in TLB 1 250 is semantically equivalent.

rev. 1'-2' [i-na a]-šà-im i-na-ad-di-i[n-ma][e-ḫi]-il-ta-šu i-ip-pa-a[!]
'He shall give [part of] the field and (so) satisfy his *e'iltum*-liability.'

As restored, it is clear that *ippal* marks the satisfaction of the *e'iltum* liability.⁶⁸⁴ Having sketched the modalities of the *e'iltum* liability based on the language and phraseology, I now turn to discuss the very thing that has prompted so much discussion of *e'iltum*: the redemption of persons sold in respect of an *e'iltum* liability.

5.3.7 Handing over property to satisfy an *e'iltum* liability: the case of TLB 1 250 and LH §§38-39

Certain aspects of phraseology and context in TLB 1 250 bear comparison with two provisions of the Laws of Hammu-rabi: §§38-39.

These paragraphs are reproduced below in transliteration, transcription and translation:

LH §38

aga-uš šu-ḫa ù na-ši gun i-na a-šà^{giš} kiri₆ ù é ša il-ki-šu a-na aš-ša-ti-šu ù
dumu-munus-šu ú-ul i-ša-aṭ-ṭa-ar ù a-na i-il-ti-šu ú-ul i-na-ad-di-in

rēdūm bā'irum u nāši biltim ina eqlim kirīm u bītīm ša ilkišu ana aššatišu u mārtišu ul išaṭṭar u ana e'iltišu ul inaddin

A soldier, fisherman or royalty holder may not assign any part of the field, orchard or house of his *ilkum*-(tenancy) to his wife or daughter and may not give (it) to (satisfy) his *e'iltum*-liability.

LH §39

i-na a-šà^{giš} kiri₆ ù é ša i-ša-am-mu-ma i-ra-aš-šu-ú a-na aš-ša-ti-šu ù
dumu-munus-šu i-ša-aṭ-ṭār ù a-na e-ḫi-il-ti-šu i-na-ad-di-in

⁶⁸³ Janssen's concluding comments are interesting: "Both scenarios are in fact disturbances of the socio-economic order: two parties are in a dispute, people are detained for economic reasons. This disturbance of order, like a disturbance of justice, can be seen as a religious offence, to be settled before the gods. Just like judges restoring justice on the secular level, here high officials are involved in the practical settlement. On the divine level, however, the life of the Chief Dirge Singer is held as a hostage until the order is restored. Only the gods can give him back his well-being. The end of the *e'iltum* is possibly marked by a ritual." (Janssen 1991, 98).

⁶⁸⁴ This prompts a question that is very difficult to answer with any certainty. Would this field then be subject to a right of redemption? By analogy with LH 117 and EdA §20, where persons could be sold against such a liability but then redeemed, one might think that property handed over would also be redeemable. However, the closer textual connection with LH is with §38-39, and there is no hint of redemption there. At face value, the use of *apālum* here rather suggests satisfaction – the monetary liability is paid in kind.

ina eqlim kirim u bītim ša išammu-ma iraššū ana aššatišu u mārīšu išaṭṭar u ana e'iltišu inaddin

He may assign to his wife or daughter, and may give with respect to his *e'iltum*-obligation, (any part) from a field, orchard or house which he acquires by purchase.

The connection with the text of TLB 1 250 is most striking in the use of the phrase *ana e'iltišu + nadānum*.

LH §38	LH §39	TLB 1 250 rev.
<i>a-na i-il-ti-šu ú-ul i-na-ad-di-in</i>	<i>a-na e-ḫi-il-ti-šu i-na-ad-di-in</i>	¹ [u ₄ -k]úr-šè <i>a-na a-šà-im</i> <i>ù bi-t[i]m</i> ⁴ [š]a <i>aš-šum e-</i> <i>ḪI-il-ti-šu</i> ⁵ ^p Sig- <i>a-ra-aḫ-</i> <i>tum i-na-ad-di-n[u]</i>

Notes:

LH §38: Despite the fact that *nadānum* may be used without prepositional phrase *ana kaspim* with the meaning ‘to sell’, the more neutral ‘give’ is retained here. The choice of adverb *ul* over *lā* suggests a straightforward negation although a prohibitive sense would not have been out of place here.

LH §39: Based upon the wider context of what is a restriction in §38, and its removal in §39, I take *inaddin* in §39 to be modal ‘he may give’.

TLB 1 250, rev. 3'-5': This first section of the revindication clause can be translated: “In future, concerning the field and house which Ipqu-Araḫtum shall give on account of his *e'iltum*-obligation...”. This needs to be read together with rev. 1'-2' (see above).

Although the extant text of TLB 1 250 does not directly envisage the scenario in §38, the phraseology is parallel in describing the giving (or: selling) of property (field, (LH:+ orchard), house) in respect of, or, on account of, an *e'iltum*-obligation. TLB 1 250 does appear to reflect the straightforward scenario in §39 whereby property that has been acquired (free of *ilkum*-obligations, i.e. which the person subject to an *e'iltum*-obligation owns rather than possesses against his *ilkum*-duties) or already owned outright may be given or sold to satisfy, whether in part or whole, the *e'iltum*-obligation.

5.3.8 Selling/handling over persons against an *e'iltum* liability

The handing over of persons against an *e'iltum* liability is attested in the archival texts. As already seen, VS 13 96 and VS 7 5 belong here. In addition, the text of YOS 8 31⁶⁸⁵ is relevant here.

⁶⁸⁵ Seals: A: dingir-*šu*-*ba*-*ni* / ir ^d[en]-zu; B: dingir-^dmar-t[u] / ^d*a-ši-ra-tum*; C: *a-ḫu*-[x x] / *dumu i-bi*-^den-[x] / ir ^den-[x]; D: ^dutu-zi-gu₁₀ / *dumu é-a*-[*ba*]-*ni* / ir ^dn[i]n-gal; E: ^den-zu-*ú-ši-li* / [dumu] *a-pil*-[^den-zu] / ir ^dn[in-x].

YOS 8 31⁶⁸⁶

(1)^p qù-ur-ru-du-um mu-ni-im (2)^p nu-ú-a-tum mu-ni-im (3) dumu-meš a-pil-ku-bi š[u-
 ha] (4) šeš hu-ba-na-tum šu-[ha] (5) ki ní-te-n[a] (6) ^pbala-mu-nam-ḥé x[] (7) in-šì-ša₁₀-
 meš (8) a-na i-ḥi-el-ti-šu-nu (9) 1/3 ma-na kù-babbar (10) šám-til-la-ṛni-šè (11) in-na-an-lá
 (12) ba-qí-ra-an i-ba-qá-ru-šu-nu-ti (13-14) 1 ma-na ṛkù-ṛbabbar in-an-a[n-lá](for: i-lá-e)
 (15) igi ^d[...] (16) igi ^d[...] (17) igi a-ḥu-um[...] (18) igi ^den-zu-be-el-[i-lí uru]du-nagar (19)
 igi wa-ra-a-a simug (20) en-zu-ú-ši-li dumu a-pil-^den-zu ṛMU (21) igi ^den-zu-ma-gir
 nar (22) igi ^dutu-ga-mil bappir (23) igi ṛit-ti-^den-zu-mil-ki lú-geštin-na (24) igi ṛip-qú-^diš₈-
 tár lú-geštin-na (25) igi nin-giš-zi-da-ga-mil šu-ḥa (26) igi a-ḥu-ú-wa-aq-ru mu (27) ra-
 bi-a-at-ta-ši-ma-at-^diš₈-tár (28) igi a-bi-el-lu¹-lum mušen-dù (29) kišib lú-inim-ma-bi-
 meš (30) itu ab-è (31-34) mu ^{giš}tukul kalag-ga ^den-líl mu-na [...] unug^{ki} mu-un-x-a ṛù
 nam-lú uru-bi šu-níg mu-gar-ra

(1-5) (One) named Qurrudum, (one) named Nu'atum, sons of Apil-kubi the
 fi[sherman], brother of Ḫubanatum the fish[erman], by his (sic) own authority,
 Balamunamḥe bought them (text: they (sic) bought), for their *e*. he paid 1/3 mina of
 silver as its full price. The claimant who claims them shall pay (text: has paid) 1 mina
 of silver. (15-28) Witnesses. (30-34) Date (= -/X/RS 21)

5.3.9 Summary and conclusions

The examination of *e'iltum* in legal, administrative and epistolary settings supports its meaning as an “(economic) liability”. The provenance of the texts indicate that this form of liability was not restricted to northern Babylonia. The rendering “liability” is retained here, with the caveat emerging from Janssen’s study that the liability may be multi-layered and not purely economic, even if it is capable of satisfaction (*apālum*) or release/redemption (*paṭārum*)⁶⁸⁷ by the transfer of money or items otherwise associated with security for economic obligations.⁶⁸⁸ It is significant that this liability shared close affinities with debt that emerge clearly from the texts as follows: (1) the giving in respect of the *e'iltum* liability (*ana/aššum e'iltim nadānum*) describes the satisfaction, in part or in whole, of the *e'iltum*. This inference is supported by the parallel within TLB 1 250 between rev. 1'-2' and 3'-5'; (2) the direct object of the giving/selling in respect of *e'iltum* could be money (YOS 8 31; CT 33 47a), property (*eqlum*(a-ša), *bītum*(é)(TLB 1 250) cf. LH §38-9, also *kirūm*(kiriš)), or persons, the last possibility making a direct link to its appearance in the royal sources (LH §117; Ammišaduqa’s edict §20), whether the person handed over was expressly subject to the *e'iltum* or related persons (family members). However, the precise background to the *e'iltum* liability and what made it distinctive still remains elusive. Its usage in LH §38-39 and the reference to *ilkum* in TLB 1 250 may hint at its connection to a person or family’s service related liabilities, but this possibility lacks hard evidence.

⁶⁸⁶ Bibliography: Faust 1941 (copy); Mendelsohn 1949, 15-16 (transliteration); Kraus 1951, 141-142 (excerpt of text and brief comments); Charpin 2015, 176, fn. 16 (discussion of eviction clause) (earlier, Charpin 2012, 5, f.n. 17).

⁶⁸⁷ It seems unavoidable that the use of *apālum* in TLB 1 250, rev. 2', at least in some cases, is functionally equivalent to the use of *paṭārum* in connection with *e'iltum*.

⁶⁸⁸ While the term may suggest a distinct form of liability, to be distinguished from e.g. *ḫubullum*, the usage in EdA B (Ni 632) v:28 would be compatible with a more general category of liability, which would also fit its usage in HTS 13:21.

5.4 *kiššātum* “penalty exaction, penalty service”

5.4.1 Overview and previous interpretations

The meaning of *kiššātum* (hereafter *k.*), a pl. tantum, reflecting the same nominal form as e.g. *ribbātum* “arrears”, *libbātum* “anger”⁶⁸⁹, has received vigorous attention both before and after its treatment in the dictionaries. Beginning with the dictionaries, von Soden (AHw I, s.v. 1965) provisionally proposed “Schuld(sklaven)dienst”. CAD K (1971), s.v., provided two meanings: “1. status of a person given as a detainee for a debt, 2. indemnity (for a lost object), replacement (for a distrained person).”⁶⁹⁰ In both meanings, where persons are involved, CAD adhered to the idea of ‘distrain’ as lying in the background,⁶⁹¹ no doubt because, like *nepûm* and *nipûtum* texts, the imposition of *kiššātum* could involve the loss of a person’s freedom. I do not follow the proposal of CAD that *k.* relates to ‘distrain’ in the OB texts outside of the Mari texts discussed by Finet⁶⁹² for which see Kraus 1984, 275. However, drawing the distinction between *k.* and distrain has not proved straightforward. The difficulty of distinguishing *kašāšum* and *k.* on the one hand from *nepûm* and *nipûtum* on the other was first felt by Kraus in 1958⁶⁹³ and received from him a slightly extended treatment in 1984.⁶⁹⁴

The term *k.* has received a variety of other renderings outside of the dictionaries.⁶⁹⁵ Szlechter rendered it “sous-gage”⁶⁹⁶, Harris proposed “substitute” or “replacement”⁶⁹⁷. CAD’s meaning 2. for *k.* (“indemnity (for a lost object), replacement (for a distrained person)”) relied on Harris’ proposal and the meaning is still followed in recent text editions (George 2018, p.158, no. 194:12). There, the term has also been rendered “distrain-charge” in deference to CAD’s linking of distrain with *k.* (George 2018, p. 73, no. 84:6). Kraus himself, reasoning from the verb *kašāšum* as others did before him,⁶⁹⁸ reached a meaning “Dienstbarkeit”⁶⁹⁹, although this meaning presented its own difficulties in texts where a sum of money was paid *ana k.*⁷⁰⁰ Even though a meaning “servitude” is possible there, it runs into greater difficulties with a text such as YOS 8 53 where *k.* is in construct not to a person but to a boat that has been hired and sunk.

⁶⁸⁹ Kraus 1984, 267.

⁶⁹⁰ Informed in part by Kraus’ treatment in (Kraus 1958, 175–79) and Harris 1955.

⁶⁹¹ Also seen from CAD’s entry for *bīt kiššāti*: “house of distraintment” (CAD K, 460).

⁶⁹² Finet 1978.

⁶⁹³ Kraus 1958, 179.

⁶⁹⁴ Kraus 1984, 275–76.

⁶⁹⁵ The ample treatment of the term *k.* in the literature, particularly by Kraus, derives from the need to explain its meaning and role in the restoration edicts, most notably §§20–21 of Ammi-šaduqa’s edict. Of course, its appearance in LH §§117–119 also explains its earlier attention outside of an archival context (e.g. Driver and Miles 1939). The paragraphs in the edicts and the distinction that must exist between *k.*, *mazzazānum* and sale of persons in respect of a debt receives some comment below.

⁶⁹⁶ Szlechter apud Kraus 1958, 177.

⁶⁹⁷ Harris, 1955

⁶⁹⁸ E.g. Goetze apud Kraus 1958, 177; Driver and Miles 1939, 67–68.

⁶⁹⁹ Kraus 1984, 267.

⁷⁰⁰ Kraus 1984, 272–73.

These difficulties, together with the variety of translations, also in recent text editions, shows that the term is still not fully understood. Characteristically, Kraus' orderly handling of the *k.* texts laid down the correct approach to the question. In what follows I wish to build on this by: (1) briefly discussing the single OAkK attestation; (2) paying closer attention to one group of texts known to Kraus which have more to offer in clarifying the philology, and the semantic and historical background to *k.*; (3) discussing the verbs collocated with *k.*; (4) revisiting the lexical evidence and scholia related to *k.*,⁷⁰¹ (5) considering a new attestation of *k.* and its connection with redemption, (6) considering Kraus' previous interpretation as *Dienstbarkeit*, (7) returning to the MSS of the Babylonian *mīšarum* edicts to briefly discuss the importance of the findings for the appearance of the terms *e'iltum* and *kiššātum* there.

5.4.2 Old Akkadian attestation

The term *k.* occurs only once in Old Akkadian texts: MVN 3 102. It was discussed by Steinkeller (Steinkeller 1980, 179). The term itself comes at the end of the text where it is stated that the preceding witnesses are the “total witnesses of the *kiššātum*”.⁷⁰² Steinkeller concluded that “[g]iven the fact that the sellers of Meme are her father and brother, this transaction almost certainly involves a case of debt slavery, in which Meme was “sold” to U-KA-KA in lieu of the debt owed to him by Iwarum and Warassuni. Thus the meaning “debt servitude” of *kiššātum*, documented in the OB period, fits in this context perfectly” (Steinkeller 1980, 179).

Although some details are suggestive, the background is so unclear and the idea that the amount portrayed by the “purchase price” stands for an underlying debt is uncertain. Therefore, I also follow Kraus in refraining from an interpretation of the text (Kraus 1984, 266) and consider it, as Kraus does for some OB attestations, as an attestation with unknown background or basis. It may turn out to be compatible with the precise meaning of OB *kiššātum* but I do not think it can positively contribute to a discussion of whether the term means “debt-slavery”.

By contrast, a small group of OB texts already known to earlier scholarship has more to offer in clarifying the meaning of the term.

5.4.3 *kiššātum*: the context of theft, loss and penalty

There are five texts that deserve closer attention. Four of them directly concern *k.* (Lutz UCP 10/1 107; VS 7 149; TLB 1 243; Edubba 1, no. 11). One text (Lutz UCP 10/1 91) uses the related verb *kašāšum* but not the nominal form, but the context is comparable to the other texts and the semantic relationship between the noun and verb

⁷⁰¹ Westbrook (1996) used the equation of *kiššātum* with *ziz-da* in scholia to argue for a background of delict for both terms. Although his recourse to an overarching scheme of ransom and revenge is unnecessary, and the *ziz-da* texts are not as informative as suggested by him, he was correct to draw attention to a crucial element of the texts that has a bearing on the philology of *kiššātum* here: *kiššātum* was a form of penalty (followed by Lafont 2002, 85 f.n. 26, although on the reading of l. 15 of VS 8 26 see Stol 2019, 1017 f.n.14).

⁷⁰² Wr. GIRI₃-SA-*tim*.

is clearly a live one. Beginning with Lutz UCP 10/1 91, the texts follow in transliteration, translation and only with targeted critical notes and commentary.

Lutz UCP 10/1 91

Date: Daduša

Provenance: Nērebtum

Bibliography: Landsberger FS David II 75⁴ (coll. rev.); Kraus SD 11, p.274

(translation); Greengus 1986, 157–59, with copy of select passages pp.230–231.

Obv. (1) ^{pd}en-zu-a-bu-um na-x[(x x)] (2) 1 sag-ir ^{pd}utu-ma-gir (3) ki ^dšeš-ki-ma-an-sum
dam-gār (4) a-ša-am-šu a-na ši-mi-šu ga-am-[ri-im] (5) kù-babbar aš-qú-ul i-tu-úr-m[a]
(6) ^{pd}utu-ma-gir i-na é i-pí-iq-iš8-tár (7) i-na šu-ur-qí-im ^{pd}utu-ma-gir (8) iš-ša-ab-tu-šu
a-na i-pí-iq-iš8-tár (9) be-el šu-ur-qí-šu di-ku5<-meš> ne-re-eb-tim^{ki} (10) ik-šu-šu-ma a-
na eš-nun-na^{ki} (11) ^{pd}utu-ma-gir il-li-kam-ma (12) um-ma šu-ma dam-gār a-li-ia-ma (13) i-
bé-el-la-an-ni ka-ki ù di-ku5-meš (14) ^{pd}utu-ma-gir i-ša-lu-ma (15) ki-ma šu-ur-qá-am i-
na ne-re-eb-tim^{ki} (16) iš-ri-qú-ma ik-šu-šu (17) igi ka-ki ù di-ku5-meš^{Rev.} (18) ^{pd}utu-ma-gir
KA-šu ù ki-in (19) p iš8-tár-šar-ra-at ù ^dutu-ma-gir (20) a-na ^den-zu-a-bu-um ki-a-am iq-
bu-ú (21) um-ma šu-nu-ma ki-ma ša-nu-um (22) i-bé-‘la-an-ni’-a-ti at-ta-a-ma (23) [o o o
o o š/t] a-ni ki-a-am (24) [iq-bu(-ú)]-ma ^den-zu-a-bu-um (25) [im-gur-ma k] ù-
babbar ^{pd}utu-ma-gir (26) [ki iš8-tár-šar-ra-a]t? um-ma-šu (27) [il-qé-ma it]-ta-la-ku (28) [^dutu-ma-gir (29) [^{pd}utu-ma-gir (30) [^{pd}utu-ma-gir (31) p[
(32) p^r x^r [(33) p[(34) [(35) [mu (36) é ad-‘da’-
ni<-šē> ba-an-ku4

(1) Sîn-abum ..[...]. (2) a slave, Šamaš-māgir, (3-5a) I bought from Nanna-mansum the merchant and I weighed out silver as his full price. (5b-8a) He returned and Šamaš-māgir –in the house of Ipiq-Ištar in (the act of) theft they caught Šamaš-māgir. (8b-10a) The judge(s) imposed exaction (ikšušūma) (on him) in favour of Ipiq-Ištar the owner of the stolen property and (10b-11) Šamaš-māgir came to Ešnunna and (12-13a) (said) as follows: “indeed a merchant of my city has authority over me”. (13b-14) The kakikkum-official and the judges questioned Šamaš-māgir and, (15-18) that he had stolen property in Nērebtum and that they had imposed exaction on him, Šamaš-māgir confirmed his word (i.e. testimony) before the kakikkum-official and the judges. (19-21a) Ištar-šarrat and Šamaš-māgir declared thus to Sîn-abum, they (said) as follows: (21b-28) “because another one has authority over us, only you [...],” thus [they declared] and Sîn-abum [agreed? and] the silver for Šamaš-māgir [...] [from Ištar-šarra]t his mother, [he took and w]ent away...Šamaš-māgir... (broken) (remainder broken). U.E. [the year ... the ki[ng] entered [into] his father’s house.

Notes:

For the seals, see Greengus 1986, 158.

1: Greengus restores as: na-[ab-bé-a] (= *umma*). However this is not attested in OB and one rather expects a profession, (e.g. *na-g[a-ru-um/rum]*). The copy of the final traces of the line by Greengus (1986, 230) is supported by the photograph on CDLI (<http://cdli.ucla.edu/dl/photo/P248158.jpg>) and speak against a form *iqbi* which could also have anticipated the first-person testimony that follows.

5: I take Šamaš-māgir’s return (*itūrma*) as his physical return, for reasons we are not given, presumably to Nērebtum where he is found in possession of stolen property.

6-7: Possible dittography with the double mention of Šamaš-māgir. Greengus has the first occurrence in apposition to *itūrma*, clarifying Šamaš-māgir as the subject of the preceding verb.

- 9: The suggestion of Greengus (1986, 159) to emend by the addition of the plural marker is supported not only by the verbal form in l. 10 but by the appearance of plural judges in l. 17.
- 10: The G-stem of *kašāšum* is rendered by Greengus as “bound over for penalty service”.
- 11: *illikamma*. The ventive suggests this live testimony is given in Ešnunna albeit reporting upon events that took place, and testimony given, in Nērebtum.
- 13: ka-ki. This is the *kakikkum* official and not a standard of Šamaš (contra CAD D, 30a (e)). Cf. UCP 10/1, 36:21.
- 18: Perhaps *awātīšu*(inim-šu) *ukīn* in view of the sibilant.
- 21: Greengus confirmed the *nu* of *ša-nu-um* upon collation.
- 21-23: Based upon the photograph now available on CDLI (P248158) read: *i-bé-’la-[an]-’ni’-a-ti* (upon collation Greengus thought the third sign could be *la* and this matches the traces visible from the photo), 3m.s. G-stem present *bēlum* + 1c.p. direct object suffix. The preceding *šanūm* is the subject: “another one has power over us.”
- 28-30: These lost lines are likely to have set out the settlement terms. See Greengus’ proposed restoration (Greengus 1986, 159).

This G-stem preterite of *kašāšum*, in its two occurrences, has the judges of Nērebtum as subject. CAD K s.v. (286b) translates lines 8-10a as “they [the judges] had exacted services (from him) for PN₂, the owner of the stolen goods”. Given that the owner of the stolen goods, Ipiq-Ištar, is the indirect object of the verb, the assumption of CAD that the judges somehow exact services (on the spot?) from Šamaš-māgīr on behalf of Ipiq-Ištar is not particularly persuasive and is at odds with the following statement that the merchant (presumably Nanna-mansum) is the one who ends up having authority (*bēlum*) over him. This text does show that the outcome of the verb *kašāšum* here was to place the owner of the stolen goods in a position of authority (*bēlum*) over the thief (cf. AbB 8 100:11-13 with Kraus 1984, 268).

Lutz UCP 10/1 107

Date: Ibalpi’el II

Provenance: Nērebtum

Bibliography: Landsberger St. David II, p.75 f.n. 4 (coll. rev.14); Kraus 1984, p.270 (translation); Finkelstein ANET³ 545b (coll. rev. 5, 10); Westbrook and Wilcke, AfO 25:115; Greengus 1986, 171-173 (with copy of select passages pp.234-235).

(1)^pdingir-šu-na-šir (2) ù be-el-šu-n[u] (3) aš-šum ta-ri-bu-u[m] (4) ša a-na é dingir-šu-na-šir] (5) ^rib-ba-al’-[ki]-’tu’-ma (i-na šu-ur-qí-im] (6) iš-ba-tu-š[u] (7) ^pta-ri-bu-um dumu[-ni] (8) igi uru^{ki} ù ši-bu-tim (9) ša-ra-qa-ku iq-bi (10) aš-šum aš-ri-i[q] i[q-bu(-ú)] (11) ù šu-ur-’qí-um’ i-na ‘qa-ti-šu’ iš-ša-ab-tu (12) uru^{ki} ù ši-bu-tum i-na pa-aš-tim ša ^den-zu (13) ù ^{giš}tukul ‘ša’ ^di-šar-ki-[di-]šu (14) a-na ki-ša-tim a-na dingir-šu-na-šir (15) i-di-nu-šu (16) igi a-lí-ba-ni-šu gír-níta (17) ^pig-mil-^den-zu dumu dingir-šu-a-bu-šu (18) ^pma-ti-ia-tu-ú dumu ^{utu}za-aq-tum (19) ^pa-bu-um-dingir dumu ^den-zu-eri₄-ba (20) ^pim-gur-^{utu} dumu ib-ni-^den-líl (21) ^{pd}en-zu-ga-mil dumu a-ḫi-um-mi-šu (22) ^pri-iš-^{utu} ù ^den-zu-i-qí-ša-am (23) dumu-meš ir-^den-líl (24) ^psa-ad-lu-ma BA-^den-líl (25) ù ^{utu}na-šir dumu-meš ^den-zu-i-qí-šam (26) ^pma-na-ba-al-ṭe₄-el (27) ù a-ḫu-ni-ia dumu-meš na-r[a-am-] (28) [^p] (29) ^{pd}en-z[u-] (30) ^pḫa-ia-ša-rum d[umu] (31) ù mu-na-nu-um dub-sa[r]

- (1-2) Ilšu-nāšir and Bēlšunu (claimed?) (3-6) concerning Tarībūm who had trespassed into the house of Ilšu-nāšir and (whom) they had seized [in (the act of) theft], (7-9) Tarībūm son of [...], before the city (assembly) and elders, declared “I am a thief”. (10-11) Because he de[clared] “I stole” and the stolen property had been seized in [h]is

po[ssess]on, ⁽¹²⁻¹⁵⁾ the city (assembly) and elders, by means of the double-headed ax of Šin and the weapon of Išarkidišu, handed him over for *k.* to Išu-nāšir. ⁽¹⁶⁻³¹⁾
Witnesses.

Notes:

For the seals see Greengus 1986, 172, with comments on p. 173.

Edubba 1 11

Date: Daduša

Provenance: Tell Haddad

Obv. ⁽¹⁾pd en-zu-i-qí-ša-am ⁽²⁾ù ^dma-mi-ka-ad-^rra-at ⁽³⁾na-aš-pa-ka-a-am ⁽⁴⁾ša še-li-bu-um ⁽⁵⁾ip-tu-ú-ma iš-ri-^rqú ⁽⁶⁾i-na ka-ki-im ša ^dšar-^rra-tu-um ⁽⁷⁾ù ^dba-ti-ri-tum ⁽⁸⁾ú-ki-in-nu-šu-nu-ti-ma ⁽⁹⁾pd en-zu-i-qí-ša-am ⁽¹⁰⁾ù ^dma-mi-ka-ad-ra-at ⁽¹¹⁾a-na še-li-bu-um ⁽¹²⁾a-na ki-iš-¹ša-tim i-di-nu-šu-nu-ti ^{Rev.} ⁽¹³⁾da-ia-nu-šu-nu ⁽¹⁴⁾a-am-ma-lu-ub gir-nita ⁽¹⁵⁾bu-li-i-^dtišpak dumu ^dutu-hé-gál ⁽¹⁶⁾nu-ra-tum dumu ši-sú-na-wa-ra-at ⁽¹⁷⁾pi-lu-ni máš-šu-gíd-gíd ⁽¹⁸⁾pú-ši-pu-uš-qí dumu ^rbur-^den-zu ⁽¹⁹⁾im-gur-^den-zu dumu ^rab-du-e-ra-aḥ ⁽²⁰⁾pa-áš-lum dumu ^den-zu-g[a-mi]l ⁽²¹⁾dingir-šu-ba-ni dumu i-li-ba-/di-ti ⁽²²⁾dingir-mu-ša-lim dumu i-li-ib-ni <x>-a-ni ⁽²³⁾pi-pi-iq-i-lí-šu dumu ma-mi-^den-zu

⁽¹⁻⁵⁾ Šîn-iqīšam and Mami-kadrat opened up the granary of Šelibum and stole (from it).

⁽⁶⁻⁸⁾ By means of the weapon of Šarratum and Batirītum they convicted them and ⁽⁹⁻¹²⁾ gave over Šîn-iqīšam and Mami-kadrat to Šelibum for *k.* ⁽¹³⁻²³⁾ Their judges (as follows): ⁽¹³⁻²³⁾ List of judges.

Notes:

For the seals see Edubba 1, p.44 and pl. 34 (no. 494c).

6-8: On the reading of Šarratum here, see the comments of Charpin 1997-98, 346.

12: Against the copy (and photo, pl. 46) which gives MA (already Charpin 1997-98, 346).

21-22: See Charpin 1997-98, 346.

VS 7 149

Date: Hammurabi

Provenance: Dilbat

⁽¹⁾i-na pu-ḥur dil-bat ^{ki} ⁽²⁾p a-pil-i-lí-šu ⁽³⁾ù e-ri-ba-am ⁽⁴⁾ki-a-am iq-bu-ú um-ma šu-nu-ma ⁽⁵⁾mi-im-ma nu-ma-tum ⁽⁶⁾ma-la ha-al-qá-at ⁽⁷⁾ma-ḥar ^dip-te-bi-tam ⁽⁸⁾ú-ul i-li-a-am ⁽⁹⁾i-na-an-na nu-ma-tum ⁽¹⁰⁾i-ta-li-a-am ⁽¹¹⁾ki-ma dil-bat ^{ki} iq-bu-ú ⁽¹²⁾nu-ma-at DIŠ GAR ⁽¹³⁾a-na ki-iš-¹ša-a-tim ^{Rev.} ⁽¹⁴⁾[p]d nin-urta-ma-an-sum [g]ala ⁽¹⁵⁾iz-zi-iz-ma ⁽¹⁶⁾p nu-úr-^dutu ⁽¹⁷⁾pd en-zu-apin rá-gab ⁽¹⁸⁾pd en-zu-ma-gir dumu ka-ma-nu ⁽¹⁹⁾im-gur-^den-zu ra-bi-a-nu ⁽²⁰⁾p iš-ma-tum dumu šil-lí-^den-lil ⁽²¹⁾p a-pil-i-lí-šu sanga ⁽²²⁾š[a] ú-ša-am-nu-ši ⁽²³⁾e-ri-ba-am dumu ḥa-bi-it-30 ⁽²⁴⁾ša a-na ra-bi-šú-tim ^{U.E.} ⁽²⁵⁾iš-ša-ak-nu-ši ^{L.E.} ⁽²⁶⁾ú-ta-ar-ši

⁽¹⁾ In the assembly of Dilbat, ⁽²⁻³⁾ Apil-ilīšu and Erībam, ⁽⁴⁻⁸⁾ thus they declared, they (said) as follows: “nothing of the movables which had gone missing turned up in the presence of Ipte-bitam (i.e. in the temple)”. ⁽⁹⁻¹⁰⁾ Now the movables have turned up.

⁽¹¹⁾ Accordingly (the assembly of) Dilbat declared: ⁽¹²⁻¹⁵⁾ (for) movables of ... , as for *k.*, Ninurta-mansum the Lamentation Singer stood responsible and ⁽¹⁶⁻²²⁾ Nūr-Šamaš, Šîn-ēreš the envoy, Šîn-māgir son of Kamanu, Imgur-Šin the burgomaster, Išmatum

son of Šillī-Enlil, Apil-ilīšu the *šangûm* (are the ones) who shall have it counted; (23-26) Erībam son of Ḫabit-Sîn who was made commissioner for it, will return it.

Notes:

2-3: The Apil-ilīšu of l. 2 is plausibly the *šangûm* of l. 22 and Erībam of l. 3 the person appointed commissioner in ll. 23-26.

12: The two signs after *nu-ma-at*, clear on the copy as Diš GAR, remain a puzzle. It may refer to the value or quantum of the utensils given as *k*. Another possibility, a suggestion of M. Stol is to read “1 ninda” where ninda stands for a prebend. The sense would then be: “utensils (needed for) 1 prebend” (Stol 2019, 1024-1025, fn. 36).

TLB 1 243 = LB 699

Date: -/XII/Apil-Sîn 5

Provenance: Dilbat

(1) ^p*be-la-ki* gir-nita dil-bat^{ki} (2) ^p*i-din*-^duraš sanga^duraš (3) ^p*im-gur-ru-um* dumu 30-*še-me* (4) ^p*ma-an-ni-ia* dumu 30-[*e*]*n-[n]am* (5) ^p*ip-qú-ša* dumu dingir-*a-bi* (6) ^p*e-tel-lum* dumu *ga-ga-a* (7) ^p*ar-wi-um* *ša* gir-nita (8) ^p*ri-iš-ēr-ra* dumu *a-sa-nu-u[m]* (9) ^{pd}uraš-*a-bi* lú (?) [] (10) ^p[] x x x [] (ca. 1/3 of tablet broken) ^{rev. (1')} *aš-[šum]*] (2') 3 udu-nita 'é-gal' [(x x)] (3') *ša šu-ur-qí-im* (4') ^p*na-ḫi-dingir iṣ-ba-tu-ma* (5'-6') 1 sag-ir *a-na*-^d*la-ga-ma-/al-ták-la-ku* (7') *a-na ki-ša-tim* (8') ^p*ma-ru-šum* (9') dumu AN-NE-dingir (10') *a-na na-ḫi-dingir* (11') *i-di-nu-ú* ^{U.E. (12')} *a-na ba-aq-ri* sag-ir ^{Le.E. I (13')} ^p*ma-ru-šum* (14') *i-za-az* ^{Le.E. II (15')} iti še-kin-ku₅ [ud-x-kam] (16') mu bād mu-ti [^{ki}ba-dù] Seal: [] la [] / [dumu] puzur₄-^du[ra]š / []

(1-9) Bēlaki, governor of Dilbat, Iddin-Uraš, *šangûm* of Uraš, Imgurum son of Sîn-šēmi, Mannija son of Ennam, Ipquša son of Ilum-abī, Etellum son of Gagaja, Arwium, (servant) of the governor, Rīš-Erra son of Asanum, Uraš-abī⁽¹⁰⁾ ^{Rev. (1')} be[cause(?)] (2'-12') Naḫi-ilum had seized [Marušum]...three sheep of the palace and Marušum son of AN-NE-dingir had given one slave, Ana-Lagamal-taklāku for the *k*. to Naḫi-ilum, Marušum shall stand responsible for (any) claim concerning the slave.

Notes:

2'-12': The broken lower obverse and upper reverse leaves some uncertainty to these lines. Reasoning from the fact that Naḫi-ilum is the recipient of the slave in rev. 10', he is unlikely to be the object of the seizure in rev. 4'. I therefore take him as the subject of that verb which follows a subordinating conjunction in the break (*aš-[šum]* rev. 1').⁷⁰³ That he is the 'victim' of the theft I read from his receipt of the slave *ana kiššātim* (rev. 5'-7'). Who then is the subject of *i-di-nu-ú*? It ought to be Marušum in rev. l. 8' who gives the slave, and this stands to reason for he guarantees any claims arising in connection with the slave (Lo.e. – Le.e. I). If Marušum is the singular subject of *i-di-nu-ú* as I suppose, the subordination seen in the preceding co-ordinated verb (*iṣ-ba-tu-ma*) places all the extant text of the reverse up to l. 11' as part of a subordinate clause, with the main clause and conclusion being the eviction clause of ll. 12'-14'. Aside from these uncertainties, it is clear that stolen property (*ša šurqim*) prompts the seizing of a man, triggering the handing over of a slave *ana kiššātim*.

⁷⁰³ Alternatively take the persons listed on the obverse as the plural subject of *iṣ-ba-tu-ma* (rev. 4') but (i) this speculative as much intervening text is lost, and (ii) it leaves the awkwardness of Naḫi-ilum in rev. 4' who cannot be the object of the verb.

By way of interim summary, I follow Kraus in deriving the meaning of *k.* from the related verb *kašāšum*. The use of *kašāšum* in UCP 10/1 91 shows a shared semantic background with the nominal counterpart *k.* CAD's meaning 1 (s.v. *kašāšu* A) gives "to exact services for a debt or fine, to hold sway, to master." CAD, in opting for the precise "to exact services for a debt or fine" was influenced by CH §117, where such a translation made good sense. It was less convincing for UCP 10 91, the other text cited by CAD, for the judges there are the subject of *kašāšum*, yet they have hardly exacted services on the spot. It refers more plausibly to their imposition of an exaction. This objects in no way to the idea of mastery or control envisaged by CAD and also Kraus in his understanding of *kašāšum*. The imposition of *k.* meant a person was liable (beholden) to another until such time as it was satisfied. However, the group of texts already discussed refine the meaning further. It is not simply an exaction, as a tax or other conventional imposition could be, but was a penalty. These texts shed light on the precise background that could trigger the imposition of *k.* The connection between stealing (*šarāqum*)/theft (*šurqum*) and *k.* emerges clearly in four of the five texts:

"they seized Šamaš-māgir in the house of Ipiq-Ištar in the act of theft (*ina šurqim*), the judges of Nērebtum imposed exaction (*ikšušūma*) in favour of Ipiq-Ištar, owner of the stolen property (*bēl šurqišu*)" (UCP 10/1 91: 6-10)

"that he had committed theft (*šurqam...išriqu-ma*) in Nērebtum and that they had imposed exaction (*ikšušū*) Šamaš-māgir confirmed his words before the *kakikkum*-official and the judges." (UCP 10/1 91:15-18)

"th[ey] seized him [in the act of theft], Tarībum [his] son said in the presence of the city (assembly) and elders 'I am a thief' (*šarrāqāku*). Because h[e had sai]d 'I stole' (*ašriq*) and the stolen property (*šurqum*) had been seized in [h]is po[ssessi]on, the city (assembly) and elders, by means of the double-headed ax of Sîn and the weapon of Išarkidišu, handed him over *ana k.* to Ilšu-nāšir" (UCP 10/1 107:5-15).

"Sîn-iqīšam and Mami-kadrat opened up the granary of Šelibum and stole (*išriqūma*) (from it). By means of the weapon of Šarratum and Batirītum they convicted them and gave over Sîn-iqīšam and Mami-kadrat to Šelibum *ana k.*" (Edubba 1 11:1-12)

Although the context is harder because of damage to the tablet, TLB 1 243 also shows the clear relationship between stolen property (*ša šurqim*, rev. 3') and the handing over of a slave *ana kiššātum* (rev. 7'). What about VS 7 149? Although *šurqum* is not used, the inquiry about the missing movables implies that goods have gone missing and someone is responsible (ll. 6-10). There are, as Kraus noted, other texts that don't tell us the precise background. But the texts already cited are our best evidence for how *kiššātum* arose. It was a penalty for theft or the culpable loss of movables. Theft in the strict sense, and mishandling of movables could receive similar treatment, and this helps to clarify the appearance of *k.* in YOS 8 53, where a boat was sunk (nb: D-stem *ḫubbūm*), and the person responsible had to pay five shekels of silver to the owner, "for the *kiššātum* in respect of the boat."

5.4.4 *kiššātum* and collocated verbs

The term *k.* appears in prepositional usage with the following verbs:

šaqālum (G)(Sum. lá): CT 45 14:6ff; TIM 5 62:10ff (10 gín kù-babbar *kiššātišu*...i-lá-e).

***nadānum* (G, N)**

G stem

In UCP 10/1 107:14-15: *a-na ki-ša-tim a-na dingir-šu-na-šir i-di-nu-šu* “(the city (assembly) and elders, by means of the double-headed ax of Šin and the weapon of Išarkidišu,) handed him over *ana k.* to Išū-nāšir.” This giving of the thief to the ‘victim’ of the theft may be both physical and indicate a transfer of authority (cf. the connection between *kašāšum* and *bēlum* in UCP 10/1 91). Comparable is the Tell Haddad text Edubba 1 11:11-12: *a-na še-li-bu-um a-na ki-iš¹-ša-tim i-di-nu-šu-nu-ti* “they (the judges) gave them (the thieves) to Šelibum as/for *k.*”. In both cases, texts stemming from the Diyala region, it is interesting that the judges hand over by means of divine weapons and the phraseology is mirrored. The other occurrence of *nadānum* with *k.* comes in YOS 8 53 and there the G-stem preterite simply marks the handing over of money *ana k.*, where it is clear that the money is in settlement of the *k.*

N stem

In the protasis of LH §117: *šum-ma a-wi-lam e-ḫi-il-tum iṣ-ba-sú-ma dam-sú dumu-šu ù dumu-munus-sú a-na kù-babbar id-di-in ù-lu a-na ki-iš-ša-a-tim it-ta-an-di-in* “if a liability seizes a man and he sells (lit. gives for silver) his wife, his son or his daughter or (if such a one) is given for/as *k.*”

In the protasis of LH §118: *šum-ma ir ù-lu géme a-na ki-iš-ša-a-tim it-ta-an-di-in* “if a male slave or a female slave is given for/as *k.*”

The use of the N-stem is accounted for by the perspective of these paragraphs where the predicament of the person subject to sale or *k.* is in view. Taken together with UCP 10/1 107 and Edubba 1 11, the use of *nadānum* is probably not here being used, as it sometimes can, as shorthand for the idiom of sale (with *ana kaspim* omitted but inferred) but denoting the giving (over) of the person *ana k.*, where the verb denotes the transfer of the person both physically and in terms of authority.

***kašāšum* ((G), N)**

G stem

The verb *kašāšum* does not appear in the G-stem with the noun *k.* but note the comments on UCP 10/1 above.

N stem

The meaning of the N stem here, is commented upon in 5.4.10 below.

Si 507	NBC 8618	Ni 632
<i>a-na kù-babbar i[n]-na-[d]i-[in]</i>	<i>a-na kù-babbar i[n-na-di-in]</i>	<i>[a-na k]ù-bab[bar] in-n[a-di-in]</i>
<i>ú-lu a-na ki-iš-ša-t[im]</i>	<i>ú-lu a-na ki-[iš-ša-tim]</i>	<i>[ú-l]u a-[n]a [k]i-iš-ša-tim</i>
<i>ik-ka-ši-i[š]</i>	<i>ik-ka-š[i-iš]</i>	<i>[i]k-k[a]-ši-iš</i>
<i>ú-lu-ma a-na ma-za-za-ni[m]</i>	<i>ú-lu a-na m[a-an-za-za-ni]</i>	<i>[ú-l]u a-na m[a-an(?)]-za-za-ni</i>
<i>in-ne-zi-ib</i>	<i>in-ne-[zi-ib]</i>	<i>[i]n-ne-[z]i-ib</i>

izuzzum (G)

In VS 7 149: 13-15: *a-na ki-iš-ša'-a-tim* PN *iz-zi-iz-ma* “(movables of ...), *ana k*. PN took responsibility” (Cf. Kraus (1984, 270)). What the action of the verb entailed in the text is not certain. It is plausible but not certain whether to connect it to the counted items the delivery of which is described in the remainder of the text in ll. 16ff. If so, then the verb refers to providing settlement of the *k*. by the provision of movables (if l. 13 relates to the content of the *k*. settlement).

paṭārum (G)

The first attestation of *paṭārum* with *k*. (here exhibiting variant with *ḫ*.) comes in CUSAS 36 194:12: *i-na ḫi-iš-ša-tim 'ip'-tù-ra-ak-ku-šu* “(someone) redeemed him for you from *k*.” The context suggests that the verb here denotes more than mere physical release and is best understood, with the editor of the text, to mean redemption. The context of the letter supports this for the argument turns on whether the person redeemed was in fact a validly purchased slave or someone subject to a *k*. If the former, then they were not presumably redeemable. It gives concrete lexical support to the wider picture that *k*. was subject to redemption.

leqûm (G)

Boyer 122:9-11: *i-na ḫi-iš-ša-tim il-le-qé* “she was taken in *k*.”

5.4.5 Lexical evidence

In discussing the appearance of *k*. in the ancient lexical texts, most attention has been given to its scholarly equation with Sumerian *ziz-da*.⁷⁰⁴ However, the lexical items keeping close company with *kiššātum* in the *Akkadian* sections of the lexica and other texts are also important. These are noteworthy in light of the treatment of the archival texts already presented. First, there is not much to be gleaned from its appearance in the bilingual word list Erimḫuš V 78-79⁷⁰⁵:

⁷⁰⁴ Landsberger (MSL 8/1, p.15); Westbrook (WZKM 86 (1996):449-459).

⁷⁰⁵ MS witnesses: A (NB, Uruk), A₂ (NB, Babylon), B (NA, Kouyunjik).

78	zi-iz zíz	kiš-šá-tum
79	hul-gig-ga	bil-la-a-tum

The excerpted text comprises its own section, as is characteristic of Erimḫuš and so semantic association is often internal only to the entries in the section, it sheds little light on *kiššātum*.⁷⁰⁶

Most relevant here is a passage from Urri XIII. Extracted below are ll. 84-88 (MSL 8/1, 14-15):

84	udu gaba	im-mer ir-ti
85	udu gaba-ri-a	im-mer mi-iḫ-ri
86	udu ní ⁿⁱ -zu	im-mer šur-qi
87	udu zíz-àm	im-mer kiš-šá-ti
88	udu lal+u ₅	im-mer rib-b]a-ti

Particularly in MS B (Kish 1924, 786-844 – see details p.5 of MSL 8/1), lines 86 and 87 are well preserved without reconstruction or interpolation. Landsberger comments on this passage: “The correctness of the scholarly tradition about the legal term *kiššātu* (Kraus, Edikt 175-179) and its Sum. equivalent may be doubted.”⁷⁰⁷ Lines 86-88 deserve more attention. Here, in a series of lexemes in the Akkadian column modifying the term “sheep”, *k.* occurs in entries between “theft” and “arrears”, the latter (*ribbāti*) referring also to a liability, but of a more conventional kind. In particular, it is the association of ll. 86-87, *šurqi* and *kiššāti* that interests us.

That this connection in the first millennium was not idiosyncratic is supported by a bilingual ritual text (BiOr 30 165, col. i:29-30). which has:

úš-tag nam-lilib(ši-ši) nam-zíz-ta dib-ba :
lap-tan da-mi šá ina šur-qi (u) kiš-šá-ti šab-ta

“one who is tainted by blood or who has been seized in a case of theft (or) *kiššātu*”

It would seem therefore that this later evidence preserved, or continued, an older association of *šurqu(m)* and *kiššātu(m)*. The already published OB texts attesting the term *kiššātu(m)* and the related verb *kašāšu(m)*, where they provide more than passing context, show that these terms could be closely connected in practice (see 5.4.3 above).

This evidence does not decide the correctness of the ancient scribes’ equation of Akk. *kiššātum* with Sum. *zíz-da* but it does support the later scholarly tradition’s understanding of *kiššātum* as a category that bore a close relationship to theft (*šurqum*).

⁷⁰⁶ Although note: lú šà hul gig-ga-ak= *ša le-mu-ut-tam e-ep-šu* OB Lu-Azlag A 40.

⁷⁰⁷ MSL 8/1, p. 15.

5.4.6 Other attestations of *kiššātum*

A number of texts present difficulties either because of damage, uncertain readings, or lack of background. I will not repeat Kraus' treatment of these texts (esp. 1984, 271-273). The following comments may be made:

AbB 8 140:12-13: *um-ma-ša i-na bi-it ki-ša-ti-ša uš-te-ši-a-am* "I have caused her mother to go out from the house of her *k*." On the interpretation of the pronominal suffix on *k*, see Kraus 1984, 271-272. The exaction takes the form of service here, and the phrase *bū k*, therefore refers to the place where this service is rendered. See also AbB 8 100:11 with Kraus 1984, 268-269. Cf. CUSAS 36 194.

TIM 5 62:10ff: 10 gín kù-babbar *kiššātišu*...ì-lá-e "he shall weigh out 10 shekels of silver for his *k*." The suffix properly refers to the one on whom the exaction is imposed (see Kraus 1984, 272).

CT 45 14:6: *a-na ki-iš-ša-a-t hu-ub-tum*: the meaning of the last word of the line is uncertain. Kraus takes it as a PN, see his comments 1984, 272-273. An emendation for the last sign (*tim*¹) would yield *hubtim* "for the *k*. in respect of the robbery." On the relatively common OB misuse of CVm signs, including *tum* for *tim*, see George 2013, 2 with f.n. 3.

AbB 8 100:11-13 shows that *k*. could be in construct to the creditor, in context the person in whose favour the *k*. rests.

MHET 860:19-20: *i-na ki-ša-ti-x-šu-nu-ma é in-na-di-in*

If it is correct to read our *k*. here, the meaning is obscure to me.

There are also two new attestations, as follows.

CUSAS 36 84

⁽¹⁾ *a-na dingir-ba-ni* ⁽²⁾ *qí-bí-ma* ⁽³⁾ *um-ma ti-iz-qar-^dutu-ma* ⁽⁴⁾ *šum-ma i-na ki-tim* ⁽⁵⁾ *ma-ri at-ta* ⁽⁶⁾ *ki-iš-ša-at* ⁽⁷⁾ *en-zu-i-ri-ba-am* ⁽⁸⁾ 10 gín¹ kù-babbar ⁽⁹⁾ *e-li-ia ti-šu* ⁽¹⁰⁾ *ku-nu-uk-kam* ⁽¹¹⁾ *an-ni-a-am* ⁽¹²⁾ *ke-el-ma* ⁽¹³⁾ *a-wi-lam wu-ši-ra-am* ⁽¹⁴⁾ *a-pu-tum*

⁽¹⁻⁵⁾ To Ilum-bāni speak, thus Tizqar-Šamaš: If you are truly my son, ⁽⁶⁻⁹⁾ (as) the *k*. of Sîn-irībam, let me owe you (lit. have against me) 10 shekels of silver. ⁽¹⁰⁻¹⁴⁾ Retain this sealed tablet and set the fellow free. Please!

Here *k*. was rendered by the editor as "distrain-charge", a translation informed by CAD's mng. 1 but presumably adjusted to account for the fact that it could here be turned into a money sum. The dependent genitive was the debtor – the one subject to the *k*. had fallen. It had been imposed in favour of Ilum-bāni. It is clear that the *k*. exaction (i) had led to the loss of Sîn-irībam's freedom (ll. 13), and (ii) could be readily equated with a sum of money (ll. 8-9).⁷⁰⁸

⁷⁰⁸ None of the terminology relating to distraint is present here, save from *wuššurum* but this simply refers to the physical release of Sîn-irībam and is not technical terminology.

The other new attestation is **CUSAS 36 194:12** *i-na ħi-iš-ša-tim ṛip-ṛ-ṭù-ra-ak-ku-šu* : “he redeemed him for you from *k*. (here *ħ*.)” Cf. Boyer 122:9-11 (contrasting use of preposition (*ina ħ*. “in(to) *k*.” cf. Kraus 1984, 268)). As it is the first attestation of *k*. with *paṭārum* it receives more attention below.

5.4.7 *kiššātum* and redemption: CUSAS 36 194

- Obv. 1 *a-na li-pi-it-iš₈-tár*
 2 *qí-bí-ma*
 3 *um-ma ðüg-ab-e-li-ma-[tim-m]a*
 4 ^dutu ù ^dnin-ṛurtaṛ aš-šum-i[a mu-š]ár-kam
 5 *li-ba-al-li-ṭù-k[a]*
 6 *i-na uru^{ki} ra-za-ṛmaṛ*
 7 ^p^dše-rum-i-lí
 8 *[wa-a]r-du-um ša i-lí-tu-r[a-a]m*
 9 *[a-na] 1/3 ma-na kù-babbar*
 10 *[i-n]a maḥ-ri-ia i-ša-am-šu-ma*
 11 *a-a-ú-um-ma*
 12 *i-na ħi-iš-ša-tim ṛip-ṛ-ṭù-ra-ak-ku-šu*
 13 *wa-ar-ka-tam pu-ru-us*
 14 *aš-šum^dutu ù^dri-im-^den-zu*
 15 *ša ú-ba-al-la-ṭù-k[a]*
 Rev. 16 *[a-wi]-lum šu-ú wa-ar-du-um*
 17 *[ša] i-lí-tu-ra-a[m]*
 18 *šum-ma i-na ki-it-ti[m]*
 19 *be-el na-pi-iš-ti-ia at-ta*
 20 *i-na tu-up-pi-im*
 21 *šu-li-a-šu*
 22 *a-a-ú-um-ma ša-ni-a-tim*
 23 *la ú-ša-al-la-ka*
 24 *ni-iš^dri-im-^den-zu*
 25 *it-ti-ia a-wi-lum šu-ú*
 26 *ú-l[a k]i-a-ṛamṛ ú-la wa-ra-ad-m[a]*

Translation:

(1-8) To Lipit-Ištar speak, thus Tāb-eli-mātim: May Šamaš and Ninurta keep you well for a myriad [years] for my sake! In the village of Razama Šērum-ilī is Ilī-tūram’s slave. (9-12) He bought him in my presence for twenty shekels of silver and somebody or other redeemed him for you from a *k*. (13-23) Check the facts! By Šamaš and Rīm-Sîn, who will keep you well, that man is Ilī-tūram’s slave! If you are truly a patron of my life remove him from the record for me! Nobody shall ask anything else of you. (24-26) On Rīm-Sîn’s life (I swear) that to my knowledge that man is as described, he is a slave!

Notes:

20-23: Instead of parsing the verb in l. 23 from *šalum* (D-stem) giving a meaning: “nobody shall ask anything else of you”, it is taken here, after a suggestion of M. Stol, as the Š-stem of *alākum* meaning: “nobody shall spread hostile rumours about you”, following the direct parallel in TLB 4 70:6, also with *šaniātum* and cited in CAD Š/1 s.v. *šanītu*.

The translation follows the editor's (A.R. George) save for the translation of the key line 12, where *ina hiššātim* had been translated as "by providing a substitute", and lines 22-23 (see note above). The translation of *hiššātim* as "substitute" is a reversion to an older rendering of *k.*, first proposed by Harris 1955, that has left its mark on CAD's entry for *k.* ("replacement") (mng. 2). The preposition *ina* is not instrumental but simply "from, out of". Lines 11-12 can therefore be translated: "Someone or other redeemed him for you from *k.*"

What sense does this then give? The whole argument of the letter is that Šērum-ilī is a slave (*wardum*) of Ilī-tūram. His redemption from *k.* presumably organized by the recipient of the letter, assumed that Šērum-ilī was in the possession of Ilī-tūram for a different reason: he had had a penalty exaction/penalty service (*k.*) imposed upon him. Ṭāb-eli-mātim writes to refute that in the strongest possible terms. The letter presupposes the key difference between someone confined on account of a *k.* and a permanent slave. The difference presumably lies in the fact that one situation was known to be contingent because a person held on account of a *k.* was redeemable. The use of *k.* with *paṭārum* in an archival context confirms what could be inferred already from the Babylonian edict manuscripts, and LH §117, that a person handed over *ana k.* could in principle be redeemed (*paṭārum*).

5.4.8 The previous interpretation of *kiššātum* as *Dienstbarkeit*

We now need to return to Kraus' "Dienstbarkeit". He derived his meaning also from *kašāšum* but made a direct equation with the servitude that *k.* could entail. There is a remaining ambiguity here that is impossible to remove on current knowledge: whether *k.* denoted specifically service or whether it was understood as an exaction, with service being the most vivid and also a common realization of that exaction, but not the only one. This is a difficult subject and the evidence does not point all one way. My reservations with a meaning "Dienstbarkeit" in every case are as follows:

(1) YOS 8 53

This text, already mentioned above, can be excerpted as follows:

(1) ^{giš} má ^pši-lī-iš₈-tár (2) ú-ṭe₄-bi-i-ma (3) a-na ki-iš-ša-ti ^{giš} má (4) 5 gín kù-babbar
(5) ^pgi-mi-el-lum (6) a-na ši-[lī]-^diš₈-tár (7) id-di-in (8) itu sig₄-a (9) kù i-lá-[e]

He sank the boat of Šillī-Ištar and (so) Gimillum gave as *k.* concerning the boat 5 shekels of silver to Šillī-Ištar. In the 3rd month, he shall weigh out the silver.

It is well known that sinking the boat of another triggered a penalty or compensation. This was normally monetary. This is also the case here (l. 4). Kraus acknowledged the difficulties YOS 8 53 posed for his meaning *Dienstbarkeit*. It forced him to propose that *ana k.* could here mean "for the purpose of ending the servitude" (Kraus 1984, 273), but the fact that *ana k.* is in construct to *eleppim*(^{giš} má) makes this less likely. The difficulty disappears when *k.* is seen as the "(penalty) exaction" that is imposed. As such it can form a genitive of respect with an object, in this case the movable item.

(2) VS 7 149

VS 7 149 involves movables that had gone missing and the imposition of *k.* is clearly related to this. As the movables have turned up, *k.* here means more than “replacement” (pace Harris 1955). The text does not require that *k.* is to be equated with servitude. It is better seen as the penalty imposed for their culpable loss in the first place. Ninurta-mansum takes responsibility for this penalty (*ana kiššātim...izzizma*). There is some doubt about whether the counting of items that follows refers to items given by Ninurta-mansum *ana k.* or whether it refers to a counting and returning of the originally missing movables.

(3) Paying money or handing over other items *ana k.*

Handing over persons *ana k.* is well attested but, as has been observed before, *k.* could be met by handing over money, or, perhaps, other items in kind. An illustration of the former is CT 45 14:6-7: *a-na k[i]-iš-ša¹-at¹* PN₁ *a-na* PN₂ *kù i-lá-e*. This doesn’t decide against a meaning “servitude” but this and other examples do show that the *k.* could readily be monetised,⁷⁰⁹ e.g. YOS 8 53: settling the *k.* is only a matter of paying money; CUSAS 36 84:6-9 (letter), the writer offers an IOU of 10 shekels of silver⁷¹⁰ to meet the *k.* of a third party (*ki-iš-ša-at^d en-zu-i-ri-ba-am 10 gín¹ kù-babbar e-li-ia ti-šu*). Possible examples of giving non-money items to satisfy *k.* are: VS 7 149 (already discussed in (2) above); TLB 1 243 shows a slave being given on account of someone else’s *k.* While this evidence of payment *ana k.* can still allow for a meaning “servitude”, the fact that *k.* could be readily equated with an amount of money, or even be settled by items in kind, also where servitude was not in view (YOS 8 53), suggests that *k.* refers to the liability or “exaction” rather than one of the ways it could be met: handing over persons. In this respect, it shares some similarities with the term *e’iltum*, a kind of liability against which persons, money, or property could be handed over. What made *k.* distinctive was that it arose as a kind of penalty where theft or culpable loss of movables was involved.

There is, however, remaining strong evidence in favour of Kraus’ *Dienstbarkeit*: the use of the term with the N-stem of the cognate verb. This is attested only in the manuscripts of the Babylonian *mīšarum* edicts, excerpted as follows:

Si 507	NBC 8618	Ni 632
<i>a-na kù-babbar i[n]-na-[d]i-[in]</i>	<i>a-na kù-babbar i[n-na-di-in]</i>	<i>[a-na k]ù-bab[bar] in-n[a-di-in]</i>
<i>ú-lu a-na ki-iš-ša-t[im]</i>	<i>ú-lu a-na ki-[iš-ša-tim]</i>	<i>[ú-l]u a-[n]a [k]i-iš-ša-tim</i>
<i>ik-ka-ši-i[š]</i>	<i>ik-ka-š[i-iš]</i>	<i>[i]k-k[a]-ši-iš</i>
<i>ú-lu-ma a-na</i>	<i>ú-lu a-na m[a-an-za-za-ni]</i>	<i>[ú-l]u a-na m[a-an(?)]-za-za-ni</i>

⁷⁰⁹ Though the end of the tablet is badly damaged, UCP 10/1 91, Šamaš-māgir’s appeal to his actual master appears to be for money (to then go and settle his *k.*?), see Greengus’ restoration (1986, 157-159).

⁷¹⁰ The writer offers the letter itself as evidence of the IOU (Il. 10-12): *kunukkam anni’am kēl-ma* “retain this sealed tablet”.

<i>ma-za-za- ni[m]</i>		
<i>in-ne-zi-ib</i>	<i>in-ne-[zi-ib]</i>	<i>[i]n-ne-[z]i-ib</i>

This favours the equation of *k.* with servitude for two reasons: (1) the loss of a person's physical freedom is in view in both scenarios on either side of our *ana kiššātim ikkašiš*: a person is sold, or a person is left behind as a possessory pledge. It seems reasonable therefore that *ana kiššātim ikkašiš* involves the same, that is not only "exaction," but more specifically exacted service. I can only meet this by noting that: (1) given the clear textual relationship between CH §117 and the textual tradition represented by the edict, N-stem *nadānum* had a semantically similar function to *kašāšum* here; (2) the appearance of northern texts, including the edict MSS (Sippar) may speak for a strong(er) connection there between *k.* and the most vivid outcome of it: the loss of a person's freedom; (3) it can already be inferred from the context at this point in the edict that handing over persons rather than simply paying money is in view.

5.4.9 Summary and conclusions for the meaning of *kiššātum*

Returning to the dictionaries, von Soden had proposed with reservation "Schuld(sklaven)dienst". CAD K is more specific. The meanings given there are:

- (1) "status of a person given as a detainee for a debt" (a) in laws and royal proclamations, (b) in legal contexts.
- (2) "indemnity (for a lost object), replacement (for a distrained person)."

In light of the study of *k.*, the following modifications are proposed:

1. The terminology of distraint and detainee, included by CAD in both meanings, does not belong with *k.* in these contexts but correctly to the lexicographical files: *nepūm* "to distraint"; *nipūtum* "distraintee". There the verb always involves the creditor taking possession of persons (or less commonly objects) (*nipūtum*) belonging to the debtor or his household, to pressurize the debtor to pay a remaining debt. The background debt is always couched in terms of a conventional IOU, the theft or loss of goods is never in view. See also Kraus' comments (1984, 274-276).

2. The archival texts support an understanding of *k.* as being imposed in case of theft or culpable loss of goods.

3. Although CAD's meanings (1) and (2) may conceivably be united under "(penalty) exaction" also deriving it from *kašāšum*, a meaning that yields good sense in the texts cited under meaning (2) (to include YOS 8 53 and the cases where money is handed over *ana k.*) Kraus' *Dienstbarkeit* remains well supported for the attestations under CAD meaning (1). This gives for *k.*: (1) penalty service; (2) penalty exaction, but the file on *k.* should note that the distinction between the two meanings is very hard to draw and it is not possible to decide on current knowledge whether *k.* began life as the imposition of service that could later be monetized or whether it was an exaction readily monetized that, as with conventional debt, could trigger the loss of personal freedom. I favour the latter scenario.

5.4.10 *e'iltum*, *kiššātum* and the redemption of persons in the Babylonian edict MSS

The study of *e'iltum* and *kiššātum* leads us back to the provisions in the royal sources, most notably the manuscripts of the *mīšarum* edicts, in which *e'iltum* and *kiššātum* occur together with *mazzazānum*.

The relevant lines of the edict manuscripts can be set out in parallel form as follows (I will not discuss the potential for alternative readings in the edict MSS edited by Kraus 1984, for which see Lieberman 1989):⁷¹¹

Si 507	NBC 8618	Ni 632	EdA §
		[šum-ma du]mu nu-um- <i>hi</i> -a dumu e-mu-ut-ba-lu[m ^{ki}]	§20
		[dumu i-da]-ma-ra-aš ^{ki} dumu unu ^{ki}	
		[dumu i-si-i]n-na ^{ki} dumu ki-sur-ra ^{ki}	
		[dumu murgu ^{ki}] i-il-tum i-il-šu-ma	
		[pa-ga-a]r-šu aš-ša-as-sú	
		[ú-lu x x] x a-na kù-babbar a-na k[i-iš-š]a-tim	
		[ú-lu a-na ma-an(?)-z]a-za-ni	
		[x x aš-šum šar-rum m]i-ša-ra-am	
		[a-na ma-tim iš-k]u-nu	
		[uš-šu]-ur an-d[u-ra-a]r-šu	
		[ša]-ki-[i]n	
	[šum-ma geme-arad wi-li-id é]	[šum-ma] geme arad wi-li-[i]d é	§21
	[dumu nu-um- <i>hi</i> -a dumu e-mu-ut-ba-lum ^{ki}]	[dumu nu-u]m- <i>hi</i> -a dumu e-mu-ut-ba-lum ^{ki}]	
	[dumu i-da-ma-ra-aš ^{ki}]	[dumu i-d]a-ma-ra-aš ^{ki} dumu unu ^{ki}	
	dumu unu ^{ki} [dumu i-si-in-na ^{ki}]	[dumu i]-si-in-na ^{ki} dumu ki-sur-ra ^{ki}	
	dumu ki-sur-ra ^{ki} [dumu murgu ^{ki}]	dumu murgu ^{ki} [x x x x x]	
	ù dumu ma-ti[m]		
	a-na ši-im [ga-mi-ir]	š[a] ši-i[m] x [x x x x]	
a-na kù-babbar i[n]-na-[d]i-[in]	a-na kù-babbar i[n]-na-di-in]	[a-na k]ù-bab[bar] in-n[a-di-in]	
ú-lu a-na ki-iš-ša-t[im]	ú-lu a-na ki-[iš-ša-tim]	[ú-l]u a-[n]a [k]i-iš-ša-tim	
ik-ka-ši-i[š]	ik-ka-š[i-iš]	[i]k-k[a]-ši-iš	
ú-lu-ma a-na ma-za-za-ni[m]	ú-lu a-na m[a-an-za-za-ni]	[ú-l]u a-na m[a-an(?)]-za-za-ni	
in-ne-zi-ib	in-ne-[zi-ib]	[i]n-ne-[z]i-ib	

⁷¹¹ The restorations of the texts of Si 507 and Ni 632 follow Kraus 1984, that of NBC 8618, Hallo 1995. For the significance of the list of toponyms in this context see especially Charpin 1987, 41-44.

<i>an-du-ra-ar-šu</i>	<i>an-du-r[a-ar-šu]</i>	<i>[an]-du-ra-ar-[š]u</i>	
<i>ú-ul iš-ša-ka-an</i>	<i>ú-ul iš-[ša-ak-ka-an]</i>	<i>[ú-u]l iš-ša-a[k-k]a-an</i>	

Figure 12: Edict of Ammi-šaduqa §§20-21 MSS

There is, of course, artificiality in setting the provisions of these texts out in such a way,⁷¹² and the ascription of §20 and §21, derived from Ammišaduqa's edict, is used as a convenient reference for the two "paragraphs" attested in that edict and presupposed for the textual tradition witnessed by Si 507 and NBC 8618.

As the text of Ni 632 is restored, corresponding to EdA §20, the only verb explicitly written is *e'ēlum*. The verbs governing the prepositional phrases *ana kaspim*, *ana kiššātim*, *ana mazzazānim* are to be inferred, by analogy with §21. The use of the N-stem in the verbs in the 'second paragraph' (EdA §21) may be a reflex of the perspective: the subject of the action, suppressed by the N-stem, is logically the owner of the slave. Had these verbs been written in EdA §20, the G-stem would be expected. Reading only Ni 632, it suggests that *e'iltum* is semantically broad enough to stand for a 'liability' which the following three scenarios can fall under. Of these three following scenarios, the third scenario is the most straightforward: a person is "left behind" (*ezēbum*) as a possessory pledge (*mazzazānum*). The second, the imposition *ana kiššātim* is a distinct form of liability, as already discussed. That it could be satisfied or met with payment could mean that it originally arose as a debt, but that is hard to prove. At any rate, it could be monetized and so was analogous to debt. It also shared with conventional debt the fact that the imposition of *kiššātim* could lead to the handing over of a person. This was presumably because the penalty exaction could not be met by other means, although we are not informed about that explicitly in the texts. The archival texts showed that a person could be redeemed from *kiššātim* and this added to the picture that *kiššātim* was analogous to debt in key respects. All these similarities explain why it should come to be included alongside the conventional debt pledge: a person handed over *ana kiššātim* in this context had lost their freedom indefinitely because of an underlying liability, even if they were redeemable. What about the first scenario, the self-sale or sale of family members, or household slaves? The practice of transferring the creditor of a household member by means of sale was seen to be established practice, and this did not threaten the redeemability of the person. What weight should be placed on the usage of the phrase *e'iltum e'ēlum* covering the kinds of liability that could lead to sale of persons, handing over *ana kiššātim*, or as possessory pledge? It is in keeping with an understanding of it as a term meaning "(economic) liability" but we should be careful not to rule out a more precise background for *e'iltum* than suggested by the scribe or copyist of Ni 632. Even between §§20 and 21 there are textual differences that may have resulted from different textual traditions, or from corruption. This includes ellipsis of the verbs governing the prepositional phrases that follow *i-il-tum i-il-šu-ma* in Ni 632, but also from the absence of the phrase from §21. Also relevant is the late OB gloss on a MS of the laws of Hammurabi where §117⁷¹³ is preceded by the rubric: [di-]dab₅-ba *ki-iš-ša-tum / ù e-ḫi-il-ṭ[um]*. Even if *e'iltum* could denote liability more

⁷¹² Cf. Lieberman 1989, 247-250.

⁷¹³ The next rubric appears before §120 (see Finkelstein 1967).

generally, *kiššātum* was clearly distinct. In seeking to repair the effects of debt, it is well known that the text of §20 and §21 shows a perceived distinction between the sale, handing over or pledging of family members versus the sale, handing over or pledging of houseborn slaves of those same households.⁷¹⁴ This is often understood as a logical distinction flowing from the nature of *andurārum* as a return to original status:⁷¹⁵ “le <<retour à son statut original>> ne pourrait être que le retour au maître chez qui il est né, et non à une liberté qu’il n’a jamais connue.”⁷¹⁶

⁷¹⁴ This has received much discussion in the literature. See in particular Kraus 1984, 277-284, Charpin 1987, Hallo 1995.

⁷¹⁵ Charpin 1987, 36-41, esp. 37.

⁷¹⁶ Charpin 1987, 37. It is conceivable that the distinction doesn’t spring from the impossibility of the institution of *andurārum* being applied to a houseborn slave. Such a slave could still be restored to his owner’s household and so estate, and presumably in this sense could also be subject to redemption. The exclusion of the edict’s application to such houseborn slaves may reflect the priority and intent of the edict. Just as consumptive or non-commercial debts were distinguished in how they were treated, presumably the former implied genuine financial straits or need, so to sell yourself or a family member implied extreme need and was by definition a step of last resort (Cf. LH §117 (see Kraus 1984, 265-266)). Sale of a houseborn slave, however important such a slave was to the functioning of the household, was still sale of chattel. The handing over of chattel against a debt or liability was by degrees less extreme, and the fact that it did not directly concern free born persons may have been enough to exclude it from the application of the edicts attested by these MSS (the textual tradition underlying LH §117 and LH §§118-119 reflects a different but comparable distinction).

5.5 *nepûm* “distrain”, *nipûtum* “distrainee”

5.5.1 Introduction

Without the rich corpus of OB letters, we might have been only dimly aware of the most striking form of self-help available to an Old Babylonian creditor: distraint. The practice hardly surfaces in the written legal texts, other than the royal law collections. It is chiefly in the correspondence of individual creditors, debtors or interested parties that we can follow the practice. The correspondence shows a small but well defined lexicon for the practice. Based on the known texts, to distraint (*nepûm*) is when a creditor takes possession of persons (*nipûtum*) (or property) belonging to the debtor’s household to press for payment of a remaining debt. The distribution of our sources - letters and not legal practice texts - should not be taken to mean that the practice lay outside of the accepted customary tradition. However much distraint was a step taken *in extremis* by a creditor, it was a known and accepted part of a creditor’s armoury. That said, the distribution of distraint in our sources is not accidental. As we will see, there were good reasons why it was not documented in conventional legal texts.

Although our main sources are letters, the corpus is not monolithic. There are two subsets of letters that force some refinements to our treatment of distraint. These are (1) scholastic letters relating to distraint, and (2) texts clearly attesting distraint in an ‘official’ context. As regards (1), Kraus had already recognised the shared phraseology, orthography and themes of two small groups of school letters stemming mainly from Sippar on the one hand, and locations in southern Babylonia on the other hand.⁷¹⁷ However, though followed by future editors of these letters in AbB, subsequent commentary on distraint has not taken adequate account of this⁷¹⁸ and this is corrected here. The recent contribution of Andrew George on Akkadian school letters⁷¹⁹ has added two more examples of school letters relating to distraint,⁷²⁰ and his synthesis on the style and form of the wider known corpus of school letters is a valuable contribution on this small corpus since Kraus wrote in 1959b. As regards (2), the official setting of distraint is sometimes alluded to in the literature but only in general terms. In 5.5.6, I discuss a group of letters featuring a common protagonist who takes distrainees, clearly acting in an official capacity, allowing us to bring the subject of ‘official’ distraint into sharper focus.⁷²¹

The main value in all this for our present study is to clarify the relationship of distraint to other terms and categories that were clearly related to redemption.⁷²² In seeking to establish the meaning of other technical terms, particularly *kiššatum*, CAD turned to the language of “distrain” and “distrainee”. This is plausible on the surface for the texts in which *nepûm* and *nipûtum* occur, involving someone losing their freedom where a debt lies in the background. However, the following reconstruction shows that the practice denoted by *nipûtam nepûm* should be kept apart from the other

⁷¹⁷ Kraus 1959b.

⁷¹⁸ E.g. Westbrook 2001b.

⁷¹⁹ George & Spada 2019 (CUSAS 43).

⁷²⁰ See also Charpin 1986, 460-465.

⁷²¹ The ‘archive’ and most of the letters were first published in the study of Walters 1970. See also the review by Stol (1971).

⁷²² See e.g. Kraus 1984, 275-277.

technical terms studied in this chapter, most notably *kiššātum*, but also from *mazzazānum*. It was instead a practice with broad currency throughout OB Mesopotamia, and was an established and known tactic by which creditors could squeeze debtors for payment of a remaining debt.⁷²³ Following the reconstruction, the practice as perceived by the royal law collections will be briefly considered, as well as its absence from the extant text of the Babylonian *mīšarum* edicts.

5.5.2 Sources and previous scholarship

Our main sources comprise around one hundred and forty Old Babylonian letters in which one of the lexemes associated with distraint is used (*nepûm*, *nipûtum*).⁷²⁴ Although provenance in this case is not a sure indication of where the distraint was taking place – the recipient was not always the distrainer – the number of localities attested, including Mari, Ešnunna, Sippar, Kiš, Adab, Lagaba, and Larsa,⁷²⁵ together with the consistency of the picture presented, allows us to reconstruct a customary practice that appeared to have broad currency. In addition to the letters (including the scholastic letters), distraint is treated in the Laws of Ešnunna (LE)⁷²⁶ and the Laws of Hammurabi (LH)⁷²⁷ Finet has a short discussion of Mari letters dealing with distraint.⁷²⁸ Westbrook's discussion is broader.⁷²⁹ He provides valuable comments and makes some use of the letter corpus. But his is an overview and often the sources are conflated: scholastic letters, letters concerning private obligations, legal collections, letters concerning official distraint.⁷³⁰ Kraus makes brief but insightful comments on *nepûm/nipûtum* when comparing it to *kiššātum*.⁷³¹ In what follows the law collections are treated as a source but only after the customary tradition is reconstructed from the letters, including a separate treatment of distraint in an official setting, and in the scholastic letters, for which Kraus' earlier treatment in JEOL 16 is crucial,⁷³² now supplemented by George's study in CUSAS 43.

5.5.3 Terminology

The verb *nepûm* “to distraint” and its nominal counterpart *nipûtum*⁷³³ “distrainee” are consistently used to describe the act of distraint and its object. For the release of distrainees, the verb *wuššurum* “to release” is preferred. Occasionally we find *târum* “to return” (once where the return is made by a third party, and a second time in AbB 9 207:9-10). Given that the semantics of verbs within legal register can sometimes move between metaphorical, speech-act and literal usage, it is worth pointing out that *wuššurum* in this context only ever refers to the physical release of the distrainee. Its semantic counterpart is *kalûm*, again speaking of physical possession by the

⁷²³ The IOU concerned generally related to barley or silver, but could cover other items.

⁷²⁴ The recent publication CUSAS 36 has added further to this growing corpus.

⁷²⁵ The Lu-igisa letters may stem from Lagaš.

⁷²⁶ §§22-24 (MS A ii 15-25).

⁷²⁷ §§114-116. Jackson & Watkins' study of distraint (1984) is legal in its focus and is concerned primarily with LE and LH.

⁷²⁸ Finet 1978.

⁷²⁹ Westbrook 2001b, 84–90.

⁷³⁰ Westbrook 2001b.

⁷³¹ Kraus 1984, 275-276.

⁷³² Kraus 1959, 26–30.

⁷³³ Nominal form *pirûst (see GAG §55j, 14b with note).

distrainer.⁷³⁴ Outside of the small corpus of school letters,⁷³⁵ which refer to a workhouse or prison, the Š-stem of *wašûm* is not usually used to describe the act of release. One exception is AbB 7 2 (=CT 52 2), where a third party writes to the distrainer: “concerning the detainees of Ruttum daughter of Izi-gatar, let those detainees go by evening (*nipâtîm šināti barāri šūši*)”. Of course, *šūši* here need not imply that there was any kind of institutional confinement. It simply reflects the reality already mentioned that the detainee was physically “kept” (*kalûm*) in the possession of the distrainer.

Of interest is the frequent choice of another verb to describe the act of distraint from the perspective of the debtor, *dubbubum*, often rendered as “pester”. Its frequent appearance in contexts of distraint is enough to suggest that it was more than a common way to express the inconvenience or discomfort of being on the receiving end of this creditor action. A translation “harass” is preferable and it spoke of something central to distraint: the pressure it could exert. In this lay its power to bring an outstanding obligation to the point of settlement. The following sources illustrate this semantic equation.

[Ipiq]-Ištar *appūnama* [*udabb*] *abanniāti* ²⁰[*nipā*] *tuni napiā*
 “Ipiq-Ištar, moreover, is harassing us: our detainees are distrainted”
 AbB 1 45:18-20

The statement about the detainees in l. 20 using the stative unfolds appositionally how Ipiq-Ištar is harassing the debtor(s) (ll. 18-19). The same semantic relationship between *dubbubum* and *nepûm*⁷³⁶ in co-ordinated clauses is seen in AbB 1 89:7-10:

u Ilšu-ibbi ana 14 gín kù-babbar dubbubanni u nipūtī nīpiat ul tīdē
 “and do you not know that Ilšu-ibbi is harassing me for 14 shekels of silver and my detainee is distrainted”

In AbB 3 91:12'-13', although fragmentary at points, it is clear that the return of barley will stop certain parties harassing (*lā udabbabū*) a cultivator suggesting a semantic equation between harassment (*dubbubum*) and distraint. Given that we are told earlier in the letter that this cultivator has lost persons to distraint,⁷³⁷ it is highly likely that the removal of harassment from this individual meant the release of his detainees.

In other words, harassment describes precisely what distraint meant for a debtor, and presumably what the creditor intended. Related to this description of “harassment” and the use of *dubbubum* is the use of *buzzu'um* (D-stem of *bazā'um* (**bazāḥum*) “to press (someone) (for payment, services etc)”, also used to describe the pressure that the distraining creditor could exert. In a letter already quoted (AbB 1 45), the senders

⁷³⁴ Additional terminology connected to distraint in the letters concerning Lu-igisa from Sumu-El's time include: *teḥûm* “to approach (in order to lay claims upon)” (cf. CUSAS 36 passim), *ḥalālûm* “detain” (Walters 1970, 157).

⁷³⁵ See below and George & Spada 2019.

⁷³⁶ Also a stative construction.

⁷³⁷ 1.4': *nipā[t]* ¹⁰*erre[šim]*.

conclude: “let them release our distraintees, that they might not press us (further)” (*nipâtini liwašše[rû] lā ubazza ’ūniāti*) (ll. 26-27).⁷³⁸

5.5.4 The basis of distraint

Although distraint gave wide-ranging powers to a creditor, to be exercised on his own initiative, there was one important check on its exercise. Distraint could only apply where there was a genuine outstanding obligation. Illustrative is AbB 3 67:

“To Bēlānu, whom Marduk keeps well, speak. Thus says Šamaš-tappēšu: according to the tablet of the field of the daughter of Marduk-gāmil, you have been satisfied. Annatum, her tenant farmer satisfied you (*ītapalka*). Why did you take a distraintee? I have returned the distraintee.”

Although he was not even the original distrainer, Šamaš-tappēšu felt confident enough to intervene and return the distraintee himself (note: *tārum* not *wuššurum*⁷³⁹). The reason is that there was no longer an outstanding obligation against which Bēlānu could legitimately distraint. There had been but Šamaš-tappēšu had seen written evidence of its satisfaction by a third party (*ītapalka*). The implication of the last question “why did you take a distraintee?” is that this moment of satisfaction may even have preceded the act of distraint.

It is clear from other letters that the obligation referred to here is the debt-note, described variously as “I Owe You”,⁷⁴⁰ or *Verpflichtungsschein*,⁷⁴¹ and is well attested in the OB period.⁷⁴² The most important recent contribution on this obligation and its background is Stol’s chapter “The Old Babylonian ‘I Owe You’”.⁷⁴³ The conventional idiom denoting the obligation is the phrase: (PN₁) *eli* PN₂ *īšū*: ‘PN₂ owes PN₁’, lit. ‘PN₂ has (a claim) against PN₂’. It was customary for this idiom to be abbreviated in legal texts to: *eli* PN₂ *īšū*, with the subject of *īšū* unstated. The phrase, though idiomatic for a formal obligation, with indications that it related in particular to a remainder debt,⁷⁴⁴ was by no means confined to contractual texts, and its appearance in letters in connection with distraint is crucial for what follows.

The sources allow us to reconstruct the straightforward relationship between distraint and obligation, as follows:

⁷³⁸ See also ll. 20, 24 of AbB 9 104 (= YOS 2 104) for the use of *buzzu ’um* in the context of distraint.

⁷³⁹ Possibly because it is a third party taking the action, not the distrainer. Where the distrainer is the subject of this action, *wuššurum* is conventionally used.

⁷⁴⁰ Stol 2016.

⁷⁴¹ For other designations in the literature see Stol 2016.

⁷⁴² Not covered by Skaist 1994 although see p.74 of that work.

⁷⁴³ Stol 2016.

⁷⁴⁴ Stol 2016.

(1) *If the obligation is satisfied there is immediate release of the distrainee*

AbB 9 26 (=YOS 2 26) is representative both of the bond between distraint and an underlying obligation, and the breaking of that bond upon satisfaction of the obligation.

⁽⁵⁻⁷⁾ I have received the 5 minas of wool that you had left from the foreman of the hirelings. ⁸ I am satisfied (*libbī tāb*(dùg-^{ab}). ⁽⁹⁻¹¹⁾ I have no claim against Inanna-mašmu (*mimma eli PN ula išū*), ⁽¹²⁻¹³⁾ release his distrainee (*nipûssu wuššir*).

Despite the asyndeton, the logical connection is clear: the creditor is satisfied, *therefore* there is no outstanding claim against the debtor, and *therefore* the debtor's distrainee should be released.⁷⁴⁵

(2) *If the obligation is not satisfied, there are no grounds for release*

Another letter⁷⁴⁶ neatly summarises how a creditor viewed the situation.

⁽¹⁻⁷⁾ *ana PN qibi-ma umma Tišpak-iddinam-ma 0,1.2.5 ²/₃ šamaššammī limdudakku-ma u nipûssu wuššir* ⁽⁸⁻¹⁰⁾ *adi šamaššammī imdudakku nipûssu lā tuwaššar*

“To PN, speak: thus (says) Tišpak-iddinam: let Aḥam-nirši weigh out for you the eighty-five and two-thirds *qû* of sesame oil and (then) release his distrainee. As long as he has not weighed out for you the sesame oil, you shall not release his distrainee.”

While the right to distraint lapsed upon satisfaction of the obligation, it is clear that a debtor would sometimes seek release of their distrainee upon a renewed (oral) promise of payment. The creditor's reflections in AbB 11 106:15-23 sum up the logic of maintaining a strict right to distraint until actual settlement (concerning a barley obligation): “Concerning the distrainee about whom they wrote to me ‘Despatch the distrainee. He will send you the barley’, I keep his distrainee in custody for him but he did not send the barley. Should I despatch his distrainee to him, he will do nothing about sending the barley.”

A creditor was of course free to define a lower threshold for release. There is some evidence that distraint could be used simply as a tool to bring the debtor to the negotiating table or to come and meet with the creditor. This is a possible reading of AbB 6 200:23-24, where an *ugbabtum* is reported to have said: “I will not release his distrainee until he comes (*adi illakam nipûssu ul uwaššar*)”.

(3) *If distraint has taken place or continues without an underlying obligation*

The assumption that distraint is wrongful or unacceptable without an existing obligation emerges clearly. In AbB 9 169, after listing a series of silver payments made to certain individuals, and also a confirmed payment to another individual, the

⁷⁴⁵ In AbB 3 91, although fragmentary at points, it is clear that the return of barley will remove the harassment of a tenant farmer who earlier in the text has lost an individual to distraint.

⁷⁴⁶ Viaggio, *Studies Saporetto* 7 (HMA 9-01895/2).

writer asks: “what is the matter that they allow my distrainee to be distrained (*nipûti ana nipim i[n]addinū*)?” The point is that there is no (longer) any basis for keeping the distrainee.

This third category – if there is no outstanding obligation – raises the question of whether wrongful distraint could in turn leave a creditor open to liability? I agree with Westbrook that to penalize a creditor acting in good faith (i.e. believing there to be an outstanding obligation) “would have severely reduced the security for debt afforded by the law.”⁷⁴⁷ He quotes AbB 6 6 where the writer tells his superior that he prevented the distraint in connection with a field dispute and as a result “they have not distrained a distrainee – they were released - and not one shekel of silver has been collected. I will send the men to Babylon to my lord. If they have claimed without cause (*lā idâm idbubū*), let my lord punish them.” (AbB 6 6:15-25).

As Westbrook points out, “[t]he letter suggests that distraint would have been an aggravating factor had the claim turned out to be baseless.”⁷⁴⁸ However, he goes on to comment: “[as this was a] more objective standard than the fraudulent state of the claimant’s mind, it would have been particularly apt for dealing with high-handed bureaucrats or with financiers who relied on their economic strength to act intemperately against debtors.”⁷⁴⁹ That may be but it seems more common that wrongful distraint provoked a social rather than legal accountability. Hence the strong language in AbB 6 208:4-14:

“who has done what you have done? (*ša tēpušu mannum īpuš*); the man paid the silver – and (still) you have taken away his barley, and for the rest (of the barley) (*ana šitātīm*) his distrainee is kept (*nipūssu kaliat*). Have you ever seen a man doing such a thing? You took away the barley of the soldier, the one who gives silver to the builder shall receive the barley – may you know it! Free the distrainee of the soldier!”

The abuse of distraint in this case appears to be because it explicitly followed the satisfaction of the obligation. If, as is also possible, the outstanding obligation concerned silver *and* barley, the sense is then that, having received payment of the silver and part-payment of the barley, it was excessive to distraint for the barley remainder. So, either there was no strict basis for distraint or there was no *reasonable* basis on which to doubt the likelihood of repayment of the remainder.

5.5.5 The drama and tactics of distraint

The currency of distraint was pressure. Creditors knew this and debtors felt it acutely. The urgent tone of debtors and connected parties lets us glimpse the sharp edge of distraint and its power to bring a lingering obligation to speedy satisfaction. However, there could be layers of complication, particularly where interests went beyond the triangular relationship of creditor-debtor-distrainee. So, in AbB 9 104, the writer’s dilemma is complicated by the fact that two different people are holding him under obligation to pay rent for a house. The owner of the house, to whom he is writing, had already told him “don’t give the rent of my house to anybody”, but another individual

⁷⁴⁷ Westbrook 2001b, 87, although distraint is not debt-security in the strict sense.

⁷⁴⁸ Westbrook 2001b, 88.

⁷⁴⁹ Westbrook 2001b, 88.

demanded: “Bring its rent to me”. The writer is being pressed hard but so, it turns out, is the party demanding payment who says: *anāku buzzu’āku u nipūtī napiat*; “I am under pressure and my distrainee has been distrained”.

As a step taken *in extremis*, it is unsurprising that it risked the immediate loss of personal or commercial goodwill between parties. The following illustrates how distraint could be legally permissible and socially damaging:

‘Aruḥum informed me accordingly, thus he said: the barley which I owe, I will bring you from the house of my household servant, I said to him; he distrained (*ittepi*) the servant girl (*ṣuhārtam*) who keeps (*inaṣṣaru*) the household and grinds (*itennu*) our provisions (*kurummatni*). It is not proper to bring water into a drainage canal, you are his partner. you distrained his servant girl, if you truly love me, release his distrainee on the fifth day, are you a stranger (to him) (*atta nakarāta*), (is it) not one of your household?’

AbB 2 154:5-21

There was no dispute about the existence of an outstanding obligation, but the decision to take the distrainee, according to the sender of the letter, was a repudiation of the personal and commercial goodwill of the relationship. It also illustrates one part of a creditor’s strategy. Having taken the decision to distraint, a creditor would aim to take possession of as useful and prized an asset as possible (here, “the servant girl (*ṣuhārtam*) who keeps (*inaṣṣaru*) the household and grinds (*itennu*) our provisions (*kurummatni*)”).

As Westbrook points out, Jackson & Watkins’ assertion that distrainees were usually put to work⁷⁵⁰ lacks evidence, and there is no suggestion in any of the sources that amortization of a monetized obligation was taking place.⁷⁵¹ However, there were pragmatic reasons why a productive distrainee would suit the goals of a creditor: the economic loss to the debtor and the temporary economic gain for the creditor. Only if the matter dragged on indefinitely (i.e. the debtor delayed settlement) could it work to the disadvantage of a creditor, as in AbB 11 106:30-33: “I have been giving food to the distrainee for five months (already), and should I release the distrainee if he does not bring me the barley?”⁷⁵²

Given the threat that distraint could bring for the distrainees – at least according to the LE and LH, and part of the scholastic corpus – it is perhaps surprising to find little overt reference in the letters to the welfare of the distrainees. The urgency that so often accompanied a debtor’s pleas to the creditor or a third party is not, in my view, explicit enough to presuppose the likelihood of maltreatment. The trauma of a family

⁷⁵⁰ Jackson & Watkins 1984, 417.

⁷⁵¹ Westbrook 2001b, 85.

⁷⁵² We have seen no evidence for the idea that there was a short-term cap on the period of distraint and indeed this letter, recording a five month possession, suggests otherwise. It would have removed much of the force of the measure if there had been a short-term common law cap on the period of distraint. The observation that it appeared to have been for short periods of time could just as easily testify to the effectiveness of the pressure that distraint exerted on a debtor, a real pressure that emerges vividly in the letters.

or household member's seizure and detention by a creditor would itself have sent a strong message from creditor to debtor.⁷⁵³

5.5.6 Contexts for distraint: 'official' distraint and the role of Lu-igisa

Distraint as a strategy employed also in a more official framework can be inferred from a number of texts, even if the precise underlying obligations of the individuals is not always made explicit. For example, in AbB 6 221 (=VAS 9 141), different groups of individuals from different localities can have their distrainees released. The groups of individuals, (workers?) identified by their original locality, and the fact of a date suggests an official context. Perhaps upon completion of *corvée* duties or the payment of outstanding taxes, their distrainees were now to be released.

This possibility gains more traction through a group of letters sent by or concerning Lu-igisa, an official responsible for arranging *corvée* work (AbB 9 217) under the instruction of Išar-kubi.⁷⁵⁴ This group of letters was studied by Walters 1970.⁷⁵⁵ Among letters from Lu-igisa, we find AbB 9 211 (=YNER 4 38): "Let your soldier go with my sealed document, and let him make the distrainees come here. Your work has been neglected. Also, release the distrainee of Dadā."

It is clear in the letters that Lu-igisa, working under orders from his ultimate superior Išar-kubi, and sometimes an immediate superior Nūr-Sîn,⁷⁵⁶ is responsible for the arrangement and progress of *corvée* labour on the ground.⁷⁵⁷ We find him responsible for implementing a command to hire large numbers of labourers (1800) for work on the Nubitar canal;⁷⁵⁸ he is in charge of other individuals overseeing the removal of earth for this canal-work, including Erra-qurād, who is scolded for completing less than his allotted portion of earthwork and is urged to complete it before the arrival of their ultimate superior, Išar-kubi.⁷⁵⁹ At times, he needs to appeal up the chain of command; he asks his immediate superior Nūr-Sîn to send some of the overseers whose work (removing earth from the canal) is behind schedule.⁷⁶⁰ Lu-igisa's responsibility for *corvée* labour was not limited to canal work and at harvest time he was also involved in the recruitment of harvest labourers.⁷⁶¹ It is in light of Lu-igisa's specific responsibilities for arranging the progress and implementation of *corvée*

⁷⁵³ Westbrook is also cautious on this point, at least as far as the letters are concerned (Westbrook 2001b, 84–85).

⁷⁵⁴ The most pertinent letters are AbB 9 202, 207, 208, 211, 216, 217, 218, 220, 222, 238 and 253. For the provenance of the archive see Stol 1971, 365–366.

⁷⁵⁵ To be read with Stol's review (Stol 1971).

⁷⁵⁶ AbB 9 217 where Nūr-Sîn reports the instruction received from Išar-kubi to hire 1800 workers for canal work. Nūr-Sîn then instructs Lu-igisa to implement this (he is permitted to assign 10 minas of silver to this mass recruitment process). On the hierarchy between Nūr-Sîn and Išar-kubi, see Stol 1971, 366.

⁷⁵⁷ For a synthesis, see Walters 1970, 143–166.

⁷⁵⁸ AbB 9 217.

⁷⁵⁹ AbB 9 220.

⁷⁶⁰ AbB 9 222: "Speak to Nūr-Sîn, my lord: Thus says Lu-igisa. As to Ilī-iddinam, man of Jemšum, his earth is behind schedule. As to Šumi-ahija, son of ...ritum, Erra-qurād, Munija, Ilī-sukkal, son of Ku-dingirra, have them brought to me; their earth is behind schedule." On the chain of command, see also Stol 1971,

⁷⁶¹ AbB 9 203, 254.

labour that we should understand his powers to distrain. On several occasions, we learn that he has taken distrainees and an appeal is made to him to release them.⁷⁶² AbB 9 216 is a good example:

“Speak to Lu-igisa: Thus says Šumi-ahija. Imgur-Sîn, son of Mannum-kīma-Sîn, is not among the force on the list. Like his village, he has sworn on oath. He will present himself to you for *any* denunciation. The man is mine; release his distrainees to him (*nipātišu wuššeršum*).”

As well as showing his authority to distrain (and release), this letter illustrates the ‘obligation’ against which Lu-igisa distrained: the obligation to carry out corvée work. The sender is Šumi-ahija, responsible under Lu-igisa for the implementation of work on the ground.⁷⁶³ He claims that a third party, Imgur-Sîn, should not have had his distrainees taken because there was no underlying obligation (for corvée labour): “he is not among the force on the list”.

This is reminiscent of AbB 10 1, a letter addressed to a local governor (*šāpīr mātim*) in which the sender intervenes on behalf of a third party who has been distrained. As with AbB 9 216, the sender’s argument is that an individual should not have had distrainees taken because he was not under a state obligation (at least not to the governor). Indeed, as a lamentation priest, the third party’s tax and service obligations flowed from his priestly role and were paid over to the sender of the letter.

“¹⁷⁻¹⁹ as to [PN, third party], the lamentation priest, an inhabitant of [GN], he came before me with the following case and thus he said: ²⁰⁻²⁶ “no-one ever made demands on me to do transportation service”. But now the governor of the district has written to me that they have distrained my distrainee; this man is a member of my household, he is not a stranger; ²⁷⁻²⁹ he performs five (units of) service and pays me the tax pertaining to the office of the (chief) priest and the temple singer.” (AbB 10 1:17-29)

Both letters illustrate the confusion that was possible in a larger network of state service, with a hierarchy of officials, more than one of whom considered themselves to be owed an obligation by certain individuals.⁷⁶⁴ The picture is further complicated by the suggestion that distraint could be imposed at more than one level in this hierarchy. We find Lu-igisa himself (potentially) being on the receiving end in AbB 9 238:2-9 where it seems that Lu-igisa himself could have had distrainees taken by a superior if he failed to discharge his own obligations.⁷⁶⁵

The Lu-igisa letters allow us to probe one further question: were these distrainees put to work? Even more than in many private settings, it would be plausible to think that distrainees taken in the context of corvée labour obligations were put to work. But is there any evidence for this? AbB 9 253 comes closest.

⁷⁶² AbB 9 207, 216

⁷⁶³ Barring a case of homonymy, AbB 9 222 makes this clear. In favour of this is the mention of Erra-qurād in the same context who also oversees corvée work under Lu-igisa (cf. AbB 9 220).

⁷⁶⁴ Westbrook 2001b, 87.

⁷⁶⁵ See also Walters 1970, 157.

“Speak to Lu-igisa: thus says Šū-Nanaja. The workmen and the distraintees (*šābum u nipātum*) have left for Nubarra. I would entrust the workmen and the work to anybody you say. Truly I trust in you and I would bring the distraintees (*nipātim*) to...”

This text led CAD (N/2, 249) to suggest that *išharum* and *nipû* may have parallel meanings when collocated with *šābum* (*šābum u nipātum* as a work-crew).⁷⁶⁶

In summary, distraint as we know it in a private setting had a clear analogue in an official context. This is clear from the shared terminology (*nepûm*, *nipûtum*, *wuššurum*) and the fact of an obligation against which a distraintee could be taken. In the context of the Lu-igisa letters, this obligation was the requirement to report for corvée labour duties. Where such duties were fulfilled or should never have applied to the ‘obligor’ in question, the distraintee was supposed to have been released.⁷⁶⁷

5.5.7 Distraint in the OB school tradition

In his study of OB school letters, Kraus adduced good evidence that two small but distinct groups of letters dealing with distraint come from a scholastic context.⁷⁶⁸ His comments on the orthography of the texts, almost all of which he had collated, supported his observations. His identification was followed in later editions of the letters.⁷⁶⁹ However, the information garnered by Kraus’ study has not generally been integrated into a study of OB distraint, although the most significant contribution since Kraus on the Akkadian school letters is George’s recent study.⁷⁷⁰ Indeed, certain statements are made about the practice of distraint without due reference to the likely scholastic provenance of this material.⁷⁷¹ The purpose of this sub-section is (1) to present the text of each group studied by Kraus in such a way as to show the textual coherence of these small corpora, now incorporating comments from the two

⁷⁶⁶ If this is so, it may be prudent not to lay much weight on the fact of *nipātum* being associated with workers in AbB 253. That said, the rest of AbB 253 does suggest that *šābum u nipātum* is not a simple binomial phrase standing for a single group for they are clearly separable. We find only the workmen (*šābum*) being entrusted to another, while the sender can bring the distraintees (*nipātum*). More than this it is difficult to say. Note also AbB 1 90:14-18: “let the men who are charged with the work assignment and the *n.(ni-PI²-i-im)* tell you if in your house or on your threshing floor pilferage of even less than two kor of barley occurs.”

⁷⁶⁷ What we cannot know is whether there was a degree of influence, and in what direction, between the practice in this sphere and that between private creditors and debtors. It is possible to speculate that the customary practice gained some legitimacy under the shadow of its official analogue but there is no evidence to support this. Indeed, it may be anachronistic to even think this was felt necessary, for distraint appears to have been an established part of the OB customary tradition.

⁷⁶⁸ Kraus 1959.

⁷⁶⁹ E.g. Frankena editing AbB 2 114 (= BM 80448 (Bu 91-5-9, 585) = CT 6 32c) (“Nach Kraus vermutlich kein echter Brief, sondern eine Schultafel.”)

⁷⁷⁰ George and Spada 2019.

⁷⁷¹ For example, Westbrook, 2001, 84 (citing AbB 7 68), 85 (referencing *nupārum* and denunciation before the king). Veenhof, however, notes the scholastic context of these references when commenting on it in passing (Veenhof 2001, 154–55), and see now George and Spada 2019, 38 with the caution on p.47 resulting from the uncertainty over find spots and social context for the letters studied by Kraus.

exemplars in CUSAS 43 (nos. 26 and 27), (2) to compare this to the lexical stock, phraseology and themes of the wider corpus of ‘real-world’ distraint letters, and (3) to summarise the implications for our understanding of distraint.

5.5.7.1 Group A letters

While echoing Kraus’ caveat that not all the texts are necessarily scholastic,⁷⁷² there is some value in a text-critical approach to the corpus.⁷⁷³ This allows us to consider the inner coherence of the text group that can then be contrasted with the wider corpus of letters relating to distraint. This was not done by Kraus – it was not his purpose – and, in any event, not all the corpus of distraint letters was known at the time of his article. As we will see, a comparison of this corpus with the rest of the distraint letters supports his observations of the likely scholastic provenance of these letters.

The text in column 2 of Fig. 13 below is, in text critical terms, eclectic. It does not derive from one text and nor are we suggesting there was only one exemplar on which all the other MSS were based. Presenting the data in this way allows us to see the inner coherence of this group and to weigh some of the differences.

Group A MSS

A ₁	AbB 5 234 = Si 353	Sippar
A ₂	AbB 5 228 = Si 296	Sippar
A ₃	AbB 2 114 = BM 80448 = CT 6 32c	Sippar
A ₄	1924, 593 (Oxford)	?
A ₅	Ki 598	Kiš

Element	Text	MSS and variants
1 Address	<i>a-na be-lí-ia qí-bí-ma</i>	A1: [a-na] be-lí-ia q[í]-bí-ma A3 A2: a-na ša-pí-ri-ia
2 Sender	<i>um-ma lú-^diškur-ma</i>	A1 A3: <i>um-ma ^den.zu-ta-ia-ar-ma</i> A2: <i>um-ma ^dutu-na-šir-ma</i>
3 Greeting	<i>^dutu li-ba-al-li-iṭ-ka</i>	A1 A3: <i>^dutu ^damar.utu li-ba-al-li-tú-ka</i> A2: ll.4-6: <i>^dutu ^damar-utu aš-šu-mi-ia/da-ri-iš u₄-mi/ša-pí-ri li-ba-al-li-tú</i>
4a Topic	<i>aš-šum ṭe₄-em a-šà-im</i>	A1 A3 A2
4b Topic	<i>ša ta-aš-pu-ra-am</i>	A1: <i>ša ta-ša-mu</i>

⁷⁷² Kraus 1959, 30.

⁷⁷³ For a discussion of school letters in multiple copies see now George & Spada 2019 (esp. the commentary to nos. 1-11).

		A3 A2: <i>ša ša-pí-ri iš-pu-ra-am</i>
5 Further background	<i>ša dumu-meš^d en-zu-re-me-ni ša i-na bi-tu-tu^{ki} ša be-lí ki-ma 5 ma-na kù-babbar a-na i-ia-ši-im i-din-nam</i>	A3
6 Distrainers	[x-x]-meš ^p tu-tu-ni-šu a-bu-um-wa-<aq>-rum ^p i-lí-e-ri-ba-am ^p mu-na-wi-rum ^ù utu-m[u-...]	A2, (ll.9-13)
		A1, (ll.7-9): ^d iškur-ra-bi/ ^p i-lí-im-gur-ra-an-ni/ ^ù ^d na-bi-um-ma-lik
		A3, (ll.9-11): ^d en-zu-a-ha-am-i-din-nam/ ^{pd} amar-utu-ta-ia-ar/ ^ù ^d na-bi-um- ^d ma-lik
7 Denouncing to the king	<i>ka-ar-ši-ka a-na šar-ri-im i-ku-lu</i>	A1 A2, (ll.14-15): <i>kar-ši-ka a-n[a...] i-ku-ú-ul-lu-ma</i> A3 (l.12): <i>ka-ar-ka a-na šar-ri-im</i> (K) A ₅ : [x x] ru x x i-ku-ul-ma
8 Distrain	<i>ni-pa-ti-ka a-na nu-úr-pa-ri-im uš-te-ri-bu-um</i>	A3 A1: [2 n]-i-pa-ti-ka [a-n]a ši-bi-tim A2: <i>ni-RI-ti-ka a-na nu-p[a-r]i-im</i> (K) A ₅ : <i>ni-pa-ti-ka [a-na] ši-bi-tim [u]š-te-ri-ib</i>
9 Plea (a)	<i>ḥu-um-ṭám al-kam-ma</i>	A3 A1: [x]x[x]x al-kam-ma A2: <i>ḥu-um-KAM al-kam-ma</i> (K) A ₅ : <i>ar-ŠE-iš al-kam-ma</i>
10 Plea (b)	<i>ni-pa-ti-ka i-na nu-úr-pa-ri-im šu-ši-a-am</i>	A3 A1: <i>ni-pa-ti-ka i-[n]a ši-bi-tim [šu]-ši</i> A2: <i>ni-pa-ti-ka iš-tu nu-pa-ri-im šu-ši-a-am</i> A4: <i>ni-pa-ti-ka i-na ši-bi-tim šu-ši-i</i> (K) A ₅ : <i>ni-p[a]-ti-ka [i-na ši]-bi-tim [šu-ši]-i-ma(?)</i>

Figure 13 Comparison of Group A school letters dealing with distraint

Notes

Element 5: Only one MS (A₃) in this group gives this further background to the distraint but see now CUSAS 43 26 and CUSAS 43 27:4-6.

Element 10: Note spelling variation of *nupārum* (*nu-úr-pa-ri-im*) (“workhouse”) in A₃. Cf. CUSAS 43 26:18, 21 (*gi₆-par*) with George’s comments p.38.

5.5.7.2 Group B letters

The group B letters, are presented in similar fashion in Figure 14 below.

	Ki. 604 (Kiš)	IM 57181 (Ur) = UET 5 9	AO 6886 = TCL 17 (1933) (Larsa?)	AbB 7 68 = BM 80901 (Bu 91-5-9, 1041) = CT 52 68 (Sippar)
1 Address		<i>a-na a-ḫu-ki-nu- um qí-bí-ma</i>	<i>a-na^den-zu-ma- lik qí-bí-m[a]</i>	<i>[a-n]a^den-zu- re-me-ni [qí- b]i-ma</i>
2 Speaker	<i>um-ma x-ga-mil- ma^d x^d u^d amar-utu [l]i-ba-al-li-tú-ka</i>	<i>um-ma lú-^dmar- tu-ma</i>	<i>um-ma ri-iš-^dx- ma</i>	<i><um-ma> a- hu-ši-na- <<ma>> [a-ḫ]u-ka-ma</i>
3 Background (leaving on a journey)	<i>iš-tu u₄-mi-im ša a-na ha-ra-ni-im tu-šú-u</i>	<i>iš-tu u₄-mi-im ša a-na ha-ra-ni-im tu-šú-u</i>	<i>iš-tu u₄-mi-i[m] ša a-na ha-ra-ni- im tu-šú-u</i>	<i>iš-tu u₄-mi-im [ša a-n]a kaskal tu-šú-ú</i>
4 Creditor arrives	<i>^dutu-ga-mil i-duš [il-l]i-kam-ma</i>	<i>wa-ar-ki-ka-a-ma¹ im-<gur>-^den-zu il-li-ka-am-ma</i>	<i>wa-ar-ki-ka-a-ma^d en.zu-x x il-li- kam-ma</i>	<i>[wa-a]r-ki- k[a]-ma^pa-ia- [b]a-aš-i-lí [i]l- li-ka-am-ma</i>
5 Creditor declares the IOU	<i>[um-ma šu]-ú-ma [...] x i [...]</i>	<i>um-ma šu-ú-ma 1/3 ma-na kù- babbar e-li-šu i- šu-ú</i>		<i>um-ma šu-ma 2 ma-na kù- babbar e-li-šu i- šu</i>
6 Description of distraint		<i>aš-ša-at-ka ù ma- ra-at-ka it-te-pe-e</i>	<i>aš-ša-at-ka ma- re-e-ka ù a-ma- ti-ka a-na ši-bi- t[im] uš-te-ri-ib</i>	<i>aš-ša-at-ka ma- ri-ka ù a-ma-ti a-na ni-pa-ri- im uš-te-ri-ib</i>
7 Plea (a)		<i>al-ka-am-ma la- a-ma aš-ša-at-ka ù ma-ra-at-ka i- na ši-bi-ti-im i-na ḫi-ta-lu-li-im i- mu-tu</i>	<i>ḫu-um-ṭa-am al- kam-ma a-na še x NI^d iškur mu-qú-ut- ma</i>	<i>ḫu-um-ṭà-am al-kam-ma a-na še-ep lugal mu- qú-ut-ma</i>
8 Plea (b)	<i>2 ni-pa-ti-[ka] i- na ši-bi-tim [š]u- ú-ší</i>	<i>aš-ša-at-ka ù ma- ra-at-ka šu-ší-i a- pu-tum</i>	<i>aš-ša-at-ka ma- re-e-ka ù a-ma- ti-ka i-na ši-bi- tim šu-ši-a-am ap-pu-tum</i>	<i>aš-ša-at-ka ma- ri-ka ù a-ma-ti- ka i-na ni-pa- ri-im šu-ši ap- pu-ta la te-gi ú- ul ta-aš-pu-ra- am la ta-qá-ab- bi</i>

Figure 14: Comparison of Group B school letters dealing with distraint

5.5.7.3 Groups A and B compared to the remaining corpus of distraint letters

Beyond the comments on shared orthography made by Kraus, and the textual coherence evident from Figs. 13 and 14, the wider corpus of distraint letters sharpens the differences between that corpus and Groups A/B. Two main differences can be observed, in lexicon and theme. At important points, Groups A and B make different lexical choices from that encountered in the main body of letters. Secondly, they show a taste for aspects of the distraint process that are not the concern of other letters.

Lexicon

With the exception of one letter in Group B (UET 5 9), the verb *nepûm* is not actually used to describe the act of distraint. Nor is *wuššurum* used to describe the release of the detainee. This choice is clearly conditioned by the involvement of a place of confinement (*nupārum* or *šibittum*) for which verbs of going in and out (*ušterib(ū)* and *šūši* respectively) are natural. Only in two other letters concerning distraint do we find the use of the Š-stem of *wašûm* in place of *wuššurum* however neither in those cases nor indeed in any other letters concerning distraint do we find reference to *nupārum* or *šibittum*.

Themes

Related to the use of a place of confinement, is the denunciation made to the king (e.g. A₁: *ka-ar-ši-ka a-na šar-ri-im i-ku-lu*) apparently in conjunction with taking detainees. Though vivid and dramatic, it is a detail that fails to resonate with other descriptions of distraint.⁷⁷⁴ Another perspective favoured in Group B is a subject that the main body of letters never enlightens us on: how the creditor actually manages to distraint. Two of the Group B letters give us a dramatic vignette of the debtor leaving on a journey, and as soon as (*warkikāma*) he departs the distrainers come and take his wife and daughter (or: wife[, sons] and slavegirls). In summary, the taste of these letters is for escalated drama and vividness: family members seized and taken away immediately after the debtor's departure, thrown into a workhouse/prison in which they may die unless the debtor comes urgently and secures their release.

That said, the broad outline of distraint is recognizable and it is notable that UET 5 9 and AbB 7 68, as well as now CUSAS 43 nos. 26 and 27, give the clearest echoes of the actual parameters of distraint, in its use of *nepûm* and the mention of an obligation against which the distraint took place (e.g. UET 5 9: *um-ma šu-ú-ma 1/3 ma-na kù-babbar e-li-šu i-šu-ú*).

5.5.7.4 Implications for understanding distraint

These observations mean that we need to make a refinement to our understanding of distraint in practice. Westbrook is aware of Kraus' work and the school context for at least some of the letters. He says, for example: "The school texts speak of the debtor's family being put in prison (*šibittum*: Genouillac Kich 2 D 39; TCL 17 74; UET 5

⁷⁷⁴ This is not to say it cannot be based on a real occurrence and real-world exemplar.

However, it should be acknowledged that, even though there were live channels for royal petition operating in this period, neither the royal petition cases that have come down to us, nor the letters concerning distraint, talk about the distraint of individuals in conjunction with a complaint made directly to the king.

9).⁷⁷⁵ However he does not signal the scholastic background when he writes: “Since the term *nupārum* could also mean a workhouse, perhaps those distrained by government authorities (at least in connection with corvée duties?) were expected to work.”⁷⁷⁶ This is a valid question in itself, but the school texts mentioning *nupārum* hardly seem like a secure point of departure.⁷⁷⁷ He goes on to write: “Where a type of prison called *nupārum* is named, there seems to be some connection with the king: the debtor has been denounced by the king (AbB 2 114; 5 228; cf. AbB 5 234: *šibittum*) or must plead with the king (AbB 7 68).”⁷⁷⁸ As we have seen, the terms *nupārum* and the allusion to royal petition only co-occur in the scholastic texts. It may yet prove that they have parallels in the practice texts, but our present sources are not enough to connect a formal place of confinement (*nupārum*, *šibittum*), distraint and royal petition as part of an established OB practice.

It remains to mention one more text referring to distraint in the setting of royal petition. AbB 5 112, a fragmentary letter from Kiš, reads:

(1) *wu-uš-še-er* (2) *la i-ta-ar-m[a]* (3) *šar-ra-am la i-ma-h[a-ar]* (4) *ni-pu-ta[m]* (5) [*wu-u*]*š-š[e]-e[r]*

“release (the distrainee)! (So that) he shall not return and shall not go before the king! Release the distrainee!”

So much is lost here that nothing securely can be said about the context of this letter. One difference is apparent: here the (wrongful) distraint itself could be perceived as grounds for an appeal to the king.

5.5.8 Fitting distraint into the wider picture

The picture that emerges from the sources on distraint shows a distinctive practice with a clear basis. It was an established way that creditors could put pressure on a delaying debtor, and found expression also in an official context, where the distraint also implied an underlying obligation (corvée). In light of the reconstruction, we now seek to place it into the wider picture of redemption and release of persons with which the chapter has been dealing.

We first need to address the nature of our sources. Why was distraint not documented? There was, of course, the pragmatic reality that this was self-help on the part of the creditor. Naturally it was unilateral action. By definition the debtor was either not making himself available or not co-operating. A new agreement was hardly an option. There is another reason why distraint was not documented – it already had been, or perhaps ought to have been, in the form of the original obligation. Distraint was a right that relied upon the existence of an outstanding obligation. There is no hint in the sources that distraint needed something other than that pre-existing obligation to be valid. There were other reasons, social and pragmatic, affecting a

⁷⁷⁵ Westbrook 2001b, 85.

⁷⁷⁶ Westbrook 2001b, 85.

⁷⁷⁷ On this subject see Walters 1970, 156-157.

⁷⁷⁸ Westbrook 2001b, 85.

creditor's decision about whether or when to distraint, but the right existed only because of the obligation.

The texts concerning *nepûm* and *nipûtum* show that it is correct to keep “distrain” apart from terminology for possessory pledge (*mazzazānum*). This distinction may seem too fine given that both involve a creditor taking possession of someone/something against a debt. However, we should follow the sources that nowhere describe distraint in terms of pledge, for which there also exists a technical vocabulary. The reconstruction showed some important differences between distraint and pledge. Firstly, the former involved action taken by the creditor on his own. It involved no agreement with the debtor. However, the grant of *mazzazānum*, even where we can suppose inequality between the parties, always involved the debtor party. Secondly, the pledge could be documented in a written agreement. This never happened for distraint. The sources for distraint also show that it was not about ‘securing’ a debt. It was about squeezing a debtor to pay the remaining outstanding amount.

We should also briefly consider distraint viewed from the perspective of the extant law collections. Relevant here are LH §§114-116 and LE §22-24. The paragraphs, in keeping with their register, address the more vivid and dramatic cases of death of distraintees by maltreatment, and of different classes of owner, an emphasis not seen in the archival letters. What is obvious, however, is the usage of *nepûm* and *nipûtum* in exactly the same context, and the clear basis for distraint – an underlying IOU, expressed by the idiom PN1 *eli* PN2 *īšū*. This is how LH §§114-115 begin their protases, and also LE §22-24. However in LH, only the protasis of §114 deals with the case where this IOU did not exist. The scenarios of §115-116 address the issue of the death of the distraintee in possession of the distrainer, but where there is an existing IOU. LE, however, in all three ‘paragraphs’, deal with situations where no IOU was in place. From the perspective of both collections, however, the IOU was the customary minimum. Where the action of the verb *nepûm* took place without the distrainer being owed something, this was clearly departing from custom. The commodity lent under the IOU is explicitly described as barley and silver in LH, but is left unexpressed in LE.⁷⁷⁹ The native understanding of *nipûtam nepûm* as a well-defined and discrete practice is further underlined by the scribal gloss in a LOB MS of LH, preceding §§114-116,⁷⁸⁰ the next gloss preceding §117 (*kiššātum*).

5.5.9 Distrain and redemption

There is very slim evidence for a distraintee (*nipûtum*) being subject to the technical terminology of redemption (*paṭārum*). The closest example I know of is MHET 1 90 (Di 225). Some aspects of the text are unclear but it shows that a distraintee was the object of the verb usually associated with redemption (^{sal}*ni-pu-ti up-ta-te-ra*, l. 16). But the verb in the D-stem here may be the semantic equivalent of the expected *wuṣṣurum* with a straightforward meaning “I released the distraintee” (see CAD s.v. *paṭāru* mng. 12) rather than a technical meaning of redeem. Still, it would be wise not to rule out the possibility that a distraintee could also be considered redeemable in the conventional sense. If the absence of *nepûm* and *nipûtum* from the extant provisions

⁷⁷⁹ Although note the context in LE §§20-21.

⁷⁸⁰ Finkelstein 1967.

of the Babylonian *mīšarum* edicts is not an accident, then such an absence may be explained more mundanely: it was more common for distraint to be a short-term intervention, and less likely to lead to the kind of entrenched loss of freedom associated with *mazzazānum* or *kiššātum*.

5.5.10 Conclusion

The reconstruction of the practice of distraint shows it to have been a widely used tool in the OB period. It was a means by which creditors could place pressure on debtors, mainly for silver or grain still owing. The fact of a genuine outstanding obligation was crucial, and was understood by customary tradition to be the basis for what looks like extreme unilateral action by a creditor. The letter corpus shows vividly how its use could provoke the anger or desperation of aggrieved debtors, not only when the creditor had no outstanding debt to collect. But this does not speak for its wider perception as ‘social abuse’ or as a practice that was considered anti-social. Rather it allows us to glimpse its very effectiveness: seizing household members (and sometimes property) belonging to the debtor placed the debtor under pressure. It was intended to do so. Its broad currency was not restricted to private persons. The practice also had an analogue in a more official context where officials engaged in state administration and the oversight of large work projects could distraint persons or workers against the underlying obligation to perform *corvée* labour.

5.6 Redemption of persons: text and archives by locality

5.6.1 Sippar

The sources from the textually productive twin towns of ancient Sippar illustrate well the challenge in reconstructing the practice of redeeming persons. There is good evidence for the practice of redeeming captives who were citizens of Sippar or of a nearby locality. As already noted, the practice at certain points could be seen to mirror private redemption, with the intermediate merchant who had paid the ransom money being treated much like a creditor with an outstanding debt (Charpin 2014). Then there is the clear attempt in the reign of Samsu-iluna or his successor Abi-ešuḫ to prohibit the sale of former freeborn persons by the introduction of new regulations for slave sales within the Babylonian territories (van Koppen 2004). This is not directly related to redemption, but it shares a similar function in limiting the enslavement of freeborn persons, and, as van Koppen notes, the innovation itself may have implications for the alienability of debt-slaves: “This [innovation] implies that sale of other categories of slaves, such as freeborn citizens who had become enslaved through indebtedness or other reasons, was not permitted” (van Koppen 2004, 12). Other sources allow us to infer the wider availability of redemption in Sippar. Specific forms of liability that differed from but were analogous to conventional debt, *e’iltum* and *kiššātum* in particular, could trigger the enslavement of freeborn persons, and allow for their redemption. We are not only reliant here upon the royal sources, the edict of Samsu-iluna, Ammi-šaduqa, and the laws of Hammurabi (§117), but the archival evidence for *e’iltum* and *kiššātum* shows why these came to be reflected in royal provisions concerned to release free-persons who lost their freedom on account of debt or debt-like liabilities.

However, archival evidence of redemption stemming from Sippar in a clear debt-context has left few traces.⁷⁸¹ It is striking, therefore, to meet a text that documents the payment of redemption money and outstanding claims – either safeguarding or securing the freedom of a debtor – but bearing all the hallmarks of a permanent title deed. Such is BM 80107 (tablet) + BM 80108 (case). The remainder of this section consists of an edition and full discussion of the text.⁷⁸² The characterisation of the text as a “tablet of no-claim” (*tuppi lā ragāmim*) requires a wider discussion of these tablets, their background and function.

⁷⁸¹ Harris’ understanding of CT 6 40c as concerning the redemption/ransom of a captive (Rivkah Harris 1975, 205) is correct and so it too is excluded here.

⁷⁸² I thank Els Woestenberg for sharing with me her knowledge of this text.

5.6.1.1 Edition of BM 80107 (tablet) and 80108 (case)

Museum number: BM 80107 (tablet)

Acquisition number: 89,10-14,648a

Dimensions (cm): 11.2 x 5.6 x 3.2

Date: Sabium “G”

Plate VII (photos), Plates VIII-IX (copy)

Transliteration:

Obv.

- 1 1 ma-na kù-^ˁbabbar^ˁ ip-^{te}₄-ri-^ˁi^ˁ-š^u
- 2 ù ru-gu-um-me-e-š^u
- 3 ^pmu-tum-èl dumu ^den-z[u-i-din]-nam
- 4 a-na ^den-zu-ub-lam dumu [^den-zu]-i-din-^ˁnam^ˁ
- 5 iš-qú-ul iš-t[u pī]-e
- 6 a-di kù-sig₁₇ ru-gu-[um-m]u-š^u
- 7 ša ^den-zu-ub-lam dumu ^den-zu-i-din-^ˁnam^ˁ
- 8 ^pmu-tum-èl dumu ^den-zu-^ˁi-din^ˁ-nam
- 9 i<<-na>>-su-uḫ-ma d[ub] ša la ra-ga-m[i-im]
- 10 ^{pd}en-zu-ub-lam ù ni-id-nu-ša
- 11 a-na mu-tum-^ˁèl^ˁ aš-ša-ti-š^u
- 12 ma-ri-i-š^u ù ma-ra-ti-^ˁš^u^ˁ
- 13 i-zi-ib a-na wa-ar-ki-a[t]
- 14 u₄-mi-im la i-tu-ru-m[a]
- 15 ^{pd}en-zu-ub-lam ù ma-ru-š^u
- 16 a-na mu-tum-èl aš-ša-ti-š^u
- 17 ma-ri-i-š^u-ù

Lo.E.

- 18 ù ma-ra-ti-š[u]
- 19 la e-ra-ga-mu-ú

Rev.

- 20 mu ^dutu ^damar-utu ^psà-bi-um
- 21 ù ^{unu}ud-kib-nun^{ki} it-m[u-ú]
- 22 igi nu-úr-^dutu dumu é-a-ra-[b]i
- 23 igi lú-^dnin-šubur-ka dumu šu-^dutu
- 24 igi ^den-zu-be-el-i-lí dumu a-di-du-u[m]
- 25 igi ^den-zu-i-din-nam dumu ^dšeš-ki-ḫé-gá[l]
- 26 igi i-din-ia dumu bur^ˁ-nu-nu
- 27 igi inim-^dšeš-ki dumu na-ra-am-i-lí-[š^u]
- 28 igi i-ku-pi₄-ša dumu ^den-zu-še-mi
- 29 igi ^diškur-ma-an-sum dumu a-wi-lum-ma
- 30 [i]gi na-bi-i-lí-š^u dumu e-ri-ba-am
- 31 igi dingir-š^u-i-bi-š^u dumu ^den-zu-da-a-an
- 32 igi ^den-zu-ga-mil dumu ^den-zu-mu-ba-lí-[i]
- 33 igi a-pil-ia dumu nu-úr-^dutu
- 34 igi i-ba-lu-uṭ dumu ^diškur-ra-bi
- 35 igi i-din-^den-zu dub-sar
- 36 iti zíz-a

U.E.

- 37 mu ús-sa túg ^dna-bi-um
- 38 ^psà-bi-um ú-še-pí-š^u

Le.E.

- 39 ku-nu-uk-k[i-x] ^ˁma^ˁ-la i-li-a-am
- 40 ^ˁù^ˁ sí-iḫ-tu[m] [a]-na ḫe-pé-e-em [i]-na-^ˁdi^ˁ-in

Museum number: BM 80108 (case)

Acquisition number: 89,10-14,648b

Dimensions (cm): 12.3⁺, 7.5, 4.8

Plate X (photo), Plate XI (copy), Plate XII (seal impressions and layout)

Obv.

- 1' [P]^rmu^r-[tum-èl]dumu^den-zu-i-din-nam a-na^den-zu-ub-lamdumu^den-zu-i-din-nam]
- 2' iš-qú-ul-ma iš-tu^r pī^r-e^r [a-di guškin ip-te₄-ri-i-šu]
- 3' ù ru-gu-um-me-e-šu ša [en-zu-ub-lamdumu^den-zu-i-din-nam]
- 4' ^pmu-tum-èl^rdumu^den-zu-i-din-[nam i-su-uḫ-ma]
- 5' dub ša la ra-ga-mi-im [en-zu-ub-lam]
- 6' ù ni-id-nu-ša dumu-a-ni [a-na mu-tum-èl^rdumu^den-zu-i-d]in-n[am]
- 7' aš-ša-ti-šu ma-ri-i-šu [ù ma-ra-ti-šu i]-zi-bu-ú
- 8' a-n[a] wa-ar^r ki-a-at^r u₄-mi-[im la i-tu-r]u-ú-ma
- 9' ^{pd}en-zu-ub-la[m dum]u^den-zu-[i]-dīn-[nam ù ni-id-nu]-ša dumu-a-ni
- 10' a-na mu-tum-èl^rdumu^den-[zu]-i^r[-dīn-nam aš-ša-ti-šu] ma-ri^r-i^r-šu
- 11' ù ma-ra-ti-šu la e-ra-ga-m[u] mu^dutu^d[amar]-utu
- 12' ^psà-bi-um ù^{uru}[ud]-kib-nun^{ki} it-mu-ú ku-n[u-uk-ka-tum (?)]
- 13' ù si-iḫ-tum ma-[l]a i-li-a-am a-na ḫe-pé-em [i-n]a-di-in
- 14' igi^r nu^r-úr^dutu^ddumu^dé^r a^r-ra-bi igi^den-zu-be-el-lí^r dumu^r a-[di]-du-um
- 15' igi^dlú^dnin-šubur-ka dumu^dšu^dutu^d igi^den-zu-i-din-[n]am dumu^d[še]š-ki-ḫé-gál
- 16' [igi]i i-din-ia dumu^dbur-nu-nu [i]gi inim^dšeš-ki dumuⁿ[a-ra]-am-i-lí-šu
- 17' igi^diškur-ma-an-sum dumu^da-[wi-l]um-ma igi^rna-bi-i-lí^r-šu^r [du]mu e-ri-ba-am
- 18' igi dingir-šu-i-bi-šu dumu^den-zu-da-a-an ig[i] a^r-pīl-ia dumu^rnu^r-úr^r-ut[u]
- 19' igi i-ku-pi₄-ša dumu^den-zu-še-mi igi^ri-ba^r-lu-uṭ dumu^diškur[r]a-bi
- 20' [igi]^den-zu-ga-mil dumu^den-zu-mu-ba-lí-iṭ igi^ri-din^den-zu du[b-s]ar
- 21' iti zíz-a m[u]ú[s-sa túg^dna-bi-um^psà-bi-um^pú-še-pí-šu

Lo.E. (impression of Seal 4)

Rev. (impressions of Seals 5, 6, 7, 8, 9)

U.E. (lost)

Le.E. (traces of seal impressions for Seal 1, Seal 2, Seal 3)

Translation (tablet):

(1-5) 1 mina silver for his redemption money and his claim, Mutum-El son of Sī[n-iddi]nam weighed out to Sīn-ublam son of [Sīn]-iddinam; (6-13a) from chaff to gold, the claim of Sīn-ublam son of Sīn-iddinam, Mutum-El son of Sīn-iddinam dismissed and Sīn-ublam and Nidnuša drew up (T: sg.) a tablet of no-claim in favour of Mutum-El, his wife, his sons, and his daughters. (13b-21) In future Sīn-ublam and his sons will not return and claim against Mutum-El, his wife, his sons and his daughters, [t]he[y] swore by Šamaš, Marduk, Sabium and the city of Sippar. (22-35) Before Nūr-Šamaš son of Ea-rabi, before Lu-Ninšubur-ka son of Šū-Šamaš, before Sīn-bēl-ilī son of Adidum, before Sīn-iddinam son of Nanna-ḫegal, before Iddinija son of Būr-Nunu, before Inim-Nanna son of Narām-ilīšu, before Ikūn-pīša son of Sīn-šēmi, before Iškur-mansum son of Awīlumma, before Nabi-ilīšu son of Erībam, before Ilšu-ibbīšu son of Sīn-dajjān, before Sīn-gāmil son of Sīn-muballīt, before Apilija son of Nūr-Šamaš, before Iballuṭ son of Adad-rabi, before Iddin-Sīn the scribe. (36-40) Month 11, the year following (the year) Sabium had made the garment of Nabium. Should a

sealed and invalid tablet (purporting to be) the same turn up, he shall hand it over for breaking.

Notes:

T1: Although the *plene* spelling fits CAD's understanding of the noun as *ip̄terū pl. tantum*, the following texts need to be borne in mind: ARM 155:38: *ù ip̄-te₄-er-šu-nu pu-ḫa-am lu-ud-di-in* "and I will give their redemption money in return"; Al-Rāwī and Dalley 2000, text no. 51, pl. 42: 1 ½ ⁽⁶⁾ *ma-na kù-babbar ki ma-ni-ia* ⁽⁷⁾ *ip̄-te₄-er ma-ri-šu im-ḫu-ur* "1 ½ minas of silver, he received from Mannija (as) the redemption money for his son"; MDOG 38 8:17 (redemption of a vacant plot (é-kislaḫ)): ⁽¹⁵⁾ PN ⁽¹⁶⁾ *é a-bi-šu ip̄-tu-ur* ⁽¹⁷⁾ *a-na ip̄-te₄-er é a-bi-š[u]* ⁽¹⁸⁾ 5 ½ *gín kù-babbar in-na-a[n-lá]* "PN redeemed the estate of his father, as the redemption money of the estate of his father, he weighed out 5 ½ shekels of silver."

T2: The pronominal suffixes in ll. 1 and 2 refer to Mutum-El. Thus *rugummēšu* in l. 2 refers to the claim(s) outstanding *against* Mutum-El, whereas the same lexeme in l. 6 is used from the perspective of the one who had the right of the claim(s) (*ša Sîn-ublam*, l. 7).

T9: I assume a not uncommon case of 'soft' auto-correction in the writing of the verbal form where the scribe realised the writing of *na* was mistaken but did not go back and erase it. The resulting defective writing of /ss/ in the pret. (*issuḫ-ma*) is no obstacle, cf. from early OB Sippar (Sumu-la-El) CT 8 28a: *ru-gu-[me]-e-ša i-su-úḫ* (l.9); CT 8 28b *[r]u-gu-me¹(PI)-šu-nu i-su-ḫu* (l. 18 (lo.e.)). At the end of the line, only the initial wedge of *mi* is visible and the writing of Nabi-ilīšu's patronymic (rev. l. 30) was written over the remainder of *mi* and the entirety of *im*.

T10: That Nidnuša is the son of Sîn-ublam is made explicit on the case (obv. 6', 9')

T13: Against the unexpected singular verb (*īzib*) of which Sîn-ublam and Nidnuša are the subject, the expected plural can be restored on the case, obv. 7' (*[i]-zi-b[u-ú]*).

T37-38 (C21'): This tablet and case is the only evidence for this year name of Sabium booked by Horsnell as Sabium G (Horsnell 1999b, 2:73–74). Horsnell's erroneous *áš-še-pí-šu* to be corrected with *ú-še-pí-šu*.

Seals: The numbering of the seals reflects the layout of Plate X in this study. This corresponds to that of Blocher 1992 (52-53) (i.e. Seal nos. 1-9 = Blocher seal nos. 131-139). For the location of the seal impressions, and their drawing and descriptions see Blocher 1992, 52-53, with Plate X in this study. The drawings of the seal impressions are reproduced from Blocher 1992.

5.6.1.2 Commentary

A crux in this text is the meaning and significance of Mutum-El's "redemption money" (*ip-te₄-ri-i'-šu*, T1) the presence of which has prompted its treatment here. The question of its background here is not straightforward and has been complicated by the publication of a more laconic OB Sippar text (H_a 5) the case of which states that "Siyyatum son of Ašdiya raised claims on Qurrudum son of Ipquša and he (Qurrudum) paid his ransom of ten shekels of silver" (trans. Van Koppen).⁷⁸³ There, the translation of *iptirišu* as "his ransom" relied upon a particular proposal as to the background of the text. As it could apply by analogy to our text, it needs to be considered at more length. In that case, van Koppen ruled out an understanding of *iptirum* in his text as either relating to recovery of property previously sold or to the release of prisoners, or even to the settlement of financial claims. He thought the fact of a claimant claiming indicated that the defendant was not already a debt slave or prisoner, and that the use of *iptirum* "disagrees with a situation of a creditor and his debtor settling a contractual debt."⁷⁸⁴ For these reasons he considered that the text would "fit a ransom paid in lieu of a sanction imposed by a court of law. In ancient Near Eastern law the victim held the right to revenge upon the criminal (often in the form of enslavement) but waived his right when accepting a ransom from the culprit (Westbrook 1996)."⁷⁸⁵ He goes on to state that "Siyyatum (or a member of his family) would have been harmed by Qurrudum (or any of his relatives), whereupon Siyyatum successfully confronted Qurrudum in court, leading to a conviction of the latter. Both parties then agreed on a financial settlement, allowing Qurrudum to escape revenge by paying ransom and compensating Siyyatum for damages suffered."⁷⁸⁶

In our text BM 80107/8, although the verb *ragānum* does not occur (outside the quitclaim and in the phrase 'tablet of no-claim'), the inclusion of *rugummêšu* "his claim" paired with *iptirišu* shows there was an outstanding claim which we can assume had been brought formally, given that they were dismissed (T:9).⁷⁸⁷ The nature of the claim is the most difficult aspect but the risk for Mutum-El (and his family members) can be inferred. This is suggested not only by the reference to his *iptirum* but by the unusual expansion of the objects of the *tuppi lā ragāmim* and the quitclaim to include Mutum-El's wife, sons and daughters (T:12 has pl. sons and daughters). It was common, around this time as in later times in Sippar, for a quitclaim to cover a wide range of property or persons.⁷⁸⁸ That the quitclaim could also include family members as beneficiaries of a quitclaim is itself well known, usually intended to cover 'estate and heirs'.⁷⁸⁹ But a closer analogy to our text is

⁷⁸³ van Koppen 2019.

⁷⁸⁴ van Koppen 2019, 1087.

⁷⁸⁵ van Koppen 2019, 1087.

⁷⁸⁶ van Koppen 2019, 1087-1088.

⁷⁸⁷ Although the verb *nasāhum* "to dismiss (a claim)" can often be used in cases where the claim is clearly baseless and the defendant dismisses the claim without having to pay anything, that is not always the case (cf. MHET II/1 46 where the appearance of *libbašu ṭāb* (l. 9) following *nashu* may indicate a payment).

⁷⁸⁸ Cf. YOS 14 163 (Sîn-muballit), ll. 20-25 where the quitclaim includes: *a[n]a eqlim(a-ša) bītīm(é) amtīm(sag-géme) wardīm(ir) bušê*; also CT 2 50:13-23 (Sabium).

⁷⁸⁹ Cf. BM 82052 (inner tablet of CT 8 28 1), ll. 12-16: quitclaim covers claims *ana bītīm(é) u aplūtīm*; see also CT 48 14:15-19 (Sabium).

found in BM 82437, an early OB litigation record from Sippar (T: oath by Immerum and Sumu-la-El) in which the claimant made a claim “for servitude” against the defendant (PN₁ *ana wardūtīm ana* PN₂ *irgum-ma*, T:1-5), and his claim(s) were dismissed (*rugummūšu nashū*, T:8-9). The quitclaim has: “PN₂ shall not claim against PN₁, his estate or his son(s) (*bītišu u mārišu*) for servitude”.⁷⁹⁰ The possibility of being enslaved is there explicit and indeed is the substance of the claim but, by analogy with BM 80107/8, where the outstanding claim is settled by means of payment of *iptirum* and the resulting tablet of no-claim and quitclaim protects all freeborn members of Mutum-El’s household, then it is reasonable to see that some form of enslavement had been a risk. It is also notable that the text of BM 82437 is a tablet of no-claim (C:3, *ku-nu-uk la ba-qá-ri-šu*), as with BM 80107/8, the meaning of which I will discuss below.

I turn now to the question of the likely background to the claim that triggered the payment of money described as *iptirum*. The evidence so far of (1) a claim (*rugummēšu*), (2) that could have led to Mutum-El’s or a family member’s enslavement, does not decide the question of what the claim was. The term *rugummūm* could denote a full range of claims. For the same reasons as van Koppen does with his text BM 80113/4, we can here rule out a background of existing (debt-)slavery or a background of ransom of Mutum-El from e.g. captivity with Sin-ublām acting as an intermediary redeemer. Van Koppen’s interpretation of his text relied upon Westbrook’s exploration of the lexical equivalence *ziz-da* = *kiššātum* where Westbrook applied a ransom/venge framework based on earlier study of cuneiform and biblical sources.⁷⁹¹ The application of such a framework to the term *kiššātum* is speculative although it is true, as we have seen, that there is an unmistakable connection between theft and the resulting exaction or service such that *kiššātum* as a liability arose in particular circumstances and could lead to service. There is no indication in our text for such a background. I am therefore reluctant to exclude without more evidence the idea that *iptirum* referred to the redemption from substantial financial claims which had arisen and whose non-payment meant that Mutum-El, his estate or household members, were vulnerable to a claim of debt-servitude. The use of the term *rugummūm* can certainly apply to monetary claims with a conventional background.⁷⁹² There is no indication that the claims against Mutum-El constituted an *e’iltum*-liability, but it was an example of a form of monetary liability that could trigger the handing over of free persons where no delict or offence – mandating revenge – was in view. It is also noteworthy that both tablet and case contain a clause providing that should a sealed and invalid tablet (purporting to be) the same turns up, it is to be handed over for breaking (T: Le.E., *ku-nu-uk-k[i-x] ‘ma’-la i-li-a-am / ‘ù’ sí-iḫ-tu[m] [a]-na ḫe-pé-e-em [i]-na-di-in*). This would seem to indicate that the outstanding claims had had a written precursor. While this is in keeping with our understanding of the background claim as a monetary one, indicated explicitly by the payment by Mutum-El, such a clause was not confined to cases of debt. It could be found, also in this period, to other potential claims, including those concerning inheritance documents – in short, anywhere that textual evidence could be

⁷⁹⁰ On the expression *ana wardūtīm ana* PN *irgum-ma* and its parallels in LH §§171, 175, see Van Lerberghe 1982, 250 (note to ll.3-5 of the tablet of BM 82437). In LH, the *wardūtum* is a risk not because of a financial or other claim, and so is nothing to do with debt-slavery there, but arises because of ambiguity about the freeborn status of the individual concerned.

⁷⁹¹ Westbrook 1996.

⁷⁹² Cf. BM 78356 rev. 22-26 (van Koppen 2002, 151).

produced, fraudulently or otherwise, that appeared to contradict the outcome of the present action.⁷⁹³ This cannot then be decisive and could also fit van Koppen's proposal of a prior judgment of a court of law the claim of which was now being settled.

There remains a further feature of the text of BM 80107/8 that deserves comment. In ll. 9-21, co-ordinated with the verb of dismissal is the action of drawing up a tablet of no-claim. The tablet is drawn up by Sîn-ublam and Nidnuša (whose claims have now been dismissed) in favour of Mutum-El, his wife, his sons, and his daughters (*tuppi ša lā ragāmim Sîn-ublam u Nidnuša ana Mutum-El aššatīšu mārīšu u mārātīšu izib*). The meaning and significance of the drawing up of a tablet of no-claim has some complications, treated below. However, it is also noteworthy that the beneficiaries include the family members of Mutum-El.

The presence of a record of payment of a person's redemption money in the context of a tablet of no-claim is exceptional. The meaning and importance of Mutum-El receiving a *tuppi lā ragāmim* or 'tablet of no-claim' requires a wider appreciation of the nature and function of these tablets. A full treatment of the *tuppi lā ragāmim*, even those stemming from Sippar, is beyond the scope of the present study but what follows is a sketch, relying only on the Sippar texts, against which BM 80107/8 may be better understood.

The *tuppi lā ragāmim* or 'tablet of no-claim', hereafter "TLR", are well attested among OB records of litigation, and presents us with a paradox. On the one hand, the phenomenon appears to be as clear as the native terminology would suggest, a tablet recording a party's renunciation of or prevention from further pursuit of a claim. On the other hand, scholars have differed over the legal force and purpose of the tablets, and the basic question of how to identify the actual tablets of no-claim from the abundant corpus of litigation records. This last difficulty is partly a reflection of ancient scribal habit – it was not conventional for scribes to entitle a tablet as *tuppi lā ragāmim* in the body of the tablet – and modern archaeological practice – the lack of a find-spot for many of the Sippar texts leaves us without a precise archival context that could answer important questions about the purpose of the TLR. The result is a series of diplomatic and interpretive obstacles. Despite these obstacles, previous scholars have advanced some striking conclusions concerning the TLR. Lautner used the TLR in part to construct a typology of binding and non-binding judicial decisions, the former based on parties' acceptance of a settlement proposal.⁷⁹⁴ Veenker sought to build a picture of appeal procedure using the TLR texts, based largely on the fact that the issuance of some TLR's did not prove effective to stop a further claim by the same parties. On this view, the TLR did not ban but may even have licensed 'appeal'. This theory has led to an influential but, in my view, incorrect understanding of the role of the TLR. Even more pressing than this, is the basic question of how to identify a TLR.

⁷⁹³ Cf. CT 6 47 1:17-19.

⁷⁹⁴ Lautner distinguished a stage of "Beweisurteil" from "Leistungs" or "Endurteil" ("effective verdict" or "final verdict") e.g. in connection with CT 2 9. For a critique of Lautner's use of CT 2 9 see Veenker 1967, 55, 58.

Answering the most basic question ‘is this tablet a *tuppi lā ragāmim*?’ has proved difficult. We possess many litigation records in which the scribe records the drawing up of a TLR, as in BM 80107. But currently only one example is known of a scribe explicitly designating a tablet as “*tuppi lā ragāmim*”. This text is CT 8 28b and it provides us with an important anchor. We don’t have enough data to tell whether this was an anomaly even for this individual scribe, Inanna-ama-gu¹⁰, but it was certainly not common practice among scribes to include the designation. If the designation itself was not requisite, the remainder of this text may hold clues as to what were the requisite identification criteria. Lautner thought the quitclaim and promissory oath were diagnostic for a TLR but this is unlikely and is common to almost all litigation records and many contracts besides. More likely indicators are (i) the dismissal of the claim (employing the verb *nasāhum*), and (ii) the presence of judges as witnesses – confirming that a court procedure had taken place and that the judges were witnesses. I am reticent to label every claim that records the dismissal of a party’s claims as a true TLR. But this is a difficulty that is almost impossible to solve. Illustrative of the problem is BM 82437⁷⁹⁵, where the tablet makes no mention of the drawing up of a TLR. By itself, it is unclear whether the dismissal clause should be taken to indicate the existence of a TLR. The envelope, however, does record that a TLR was drawn up⁷⁹⁶. Free variation of this kind between tablet and case makes it impossible to argue with certainty against a tablet’s identification as TLR where either the inner tablet or case is missing.

This difficulty does not, however, hamper our identification of BM 80107/8 as a TLR. This is because, from already very early in the first dynasty, a more secure textual marker was in use. Scribes could write explicitly the issuance of a court order to draw up a TLR, or simply the drawing up of a TLR by one party in favour of another. It would seem this was done in part with an eye to the identification of the very tablet as a TLR. This is not really a more oblique marker than a heading (CT 8 28b) or colophon and it is no obstacle that the reference to the TLR was to the tablet itself. A parallel ‘internal’ textual reference is seen in TCL 1 157:51-52 where, amid the lengthy record of the lawsuit comes the statement *tuppi lā ragāmim anni’am ušēzibūši* “they made her draw up this tablet of no-claim.” Once this is recognised as a textual marker of a TLR, the record itself constituting the TLR, at least a part of the corpus can be established with more confidence and, for present purposes BM 80107/8 can be seen to constitute the TLR.

It is possible to discern in the use of the TLR texts in Sippar a three-fold use: (1) an award in favour of a defendant in the form of strengthened or protected title (i.e. the TLR acted as a supporting title deed); (2) a strong discouragement against future litigation on the matter, (3) a penalty against vexatious litigants. This last observation, that the issuance of a TLR often co-occurred with penalties has received only occasional and passing comment in the literature but has never been pursued.⁷⁹⁷ The best explanation is that these penalties arose when either the evidence of the tablet or witnesses in the contested transaction contradict the claim. On that basis, a claimant’s

⁷⁹⁵ Published by van Lerberghe 1982 (Studies Kraus).

⁷⁹⁶ Note the variant terminology (ll. 3-7): *kunuk lā baqārišu...īzib*.

⁷⁹⁷ See e.g. CT 2 39 (Sabium); CT 48 4 (prob. Sabium); CT 45 3 (Sabium (oath)); CT 8 45 (Sîn-muballit); CT 45 18; CT 6 49 (Ḫammurabi); VS 8 102 (Ḫammurabi); CT 48 3 (Ḫammurabi); CT 47 31 (Ḫammurabi); CT 2 45 (Ḫammurabi); CT 48 19 (Ḫammurabi); CT 48 11 (Ḫammurabi); CT 47 63 (Samsu-iluna 14).

claim could be judged spurious and deserving of punishment – at times that could include the shaving of half of the claimant's head, or a monetary penalty, in addition to the TLR. However, where a context of penalty can be discerned, it is right to see the TLR as part of this: the loss of any future right to claim was, where e.g. inheritance rights were concerned, a real diminution in future possibilities for the claimant. By contrast, the defendant left with a form of strengthened title, in the form of the litigation record (TLR).

In the case of BM 80107/8, it is not even clear that a formal litigation had taken place. The absence of any mention of judges does not rule out that there was a litigation (cf. the Sabium text MHET 46). Nor can any secure links be made from the witnesses of BM 80107/8 to serving judges in Sippar in this period. Even if it can be considered as a record that followed a litigation by Sîn-ublam, there is no hint that this was baseless, despite the use of *nasāḫum* to describe Mutum-El's dismissal of the claim. Indeed, quite the contrary is suggested by the handing over of 1 mina of silver: there had been some substance to the claims of Sîn-ublam.

What, then, was the meaning of BM 80107/8's designation as a TLR? Setting aside the possibility of a penalty, it seems clear that it functioned as a form of strengthened or protective title deed for Mutum-El: it was written evidence that a sum in settlement of redemption money and outstanding claims had been paid. The issuance of a TLR, whether voluntary (cf. CT 47 12) or at the order of a judge in a litigation, provided Mutum-El with a measure of written protection should the settlement of the financial claims be contested in future, or apparently contradicted by the appearance of a new tablet.

5.7 Early OB Diyala: observations on self-sale and sale of family members (and property) at Tutub

In briefly considering the archival evidence for self-sale and sale of family members, it is natural to return here to the Sîn temple archive from Khafajah, ancient Tutub. As with the Mudādum archive, and also that of Balamunamḫe, we are dealing with the archives of creditors and can expect much less by way of dossiers of more than one or two texts that attest the same debtor. More usual is that individual debtors stand isolated as actors within the archives as the bearers of obligations that may well have remained outstanding. Despite this limitation, the archive of a protagonist who was active in lending and buying allows us to see patterns in the lending and security practices and to discern common elements of the debtor positions. A cumulative picture does emerge and a number of matters important for our understanding of the redemption of persons in this locality, in this early period, are brought into sharper focus. Based on a fresh study of the archive, I wish to discuss the following in particular: self-sale and its connection to the sale of free persons and family members; the form and function of the pledge and sale texts where persons are transferred; and, the traces of redemption. Comments on terminology and formulary will be treated within the discussion.

Tutub no. 88 (Kh. 1935, 92) stands out both for the background it provides and in the formulae employed. The original background to the transaction was the taking of a loan by the debtor to redeem his father. Although the self-sale text, together with some of its parallels, is notable for some aspects of the formulae, in particular the phrase of sale expressed *ex latere venditoris*, the transaction deserves to be read together with other texts in the same archive involving the sale of persons. In particular, this should be related to texts where one or both parents sell children to the Entum-priestess (nos. 89, 90, 91, (probably) 92, and 93). Though a background debt is not explicitly cited in these texts as in no. 88, the wider archive encourages the inference, as Harris saw (1955, 42) that debt, or hardship necessitating a loan, lay behind these transactions. This gains some support from ll. 6-8 of no. 88, in which it is made explicit that the self-sale was conditioned by the inability to pay silver previously borrowed.

kù-babbar ù-ul ib-ši-šum-ma ʿaʿ-na en-nim pa-ga-a[r-šu] [a]-na ši-mi-im i-[di-in]
 “Because he did not have the silver, he sold himself to the Entum-priestess”

As Harris noted,⁷⁹⁸ the appearance in this archive of a group of texts involving the sale of children by parents, which until then had only been found in Larsa, attested a wider customary practice – even if one of last resort. If, within this archive, it is correct to consider in the same vein the self-sale text of no. 88 and the texts in which parents sell their children (nos. 89-93, with residual uncertainty over no. 92), it will be useful to observe redemption at work here. Before that, a grey area reflected in scribal practice needs to be mentioned. A diplomatic question that arose in the study of the Diyala archives relating to redemption of property arises here too. Were there occasions where the decision to draft a transfer as a pledge or sale simply reflected

⁷⁹⁸ 1955, 42–43.

scribal (or creditor) preference but did not change the underlying nature of the transaction, and did not disturb the possibility of redemption? This issue was already provoked by the sources from the early OB Diyala sources considered in [chapter 3]. There, it was seen that the drafting of a sale in this locality and period could be compatible with an express redemption clause. This suggested it would be unwise to draw a strict division between a scribal (or creditor) decision to draft a transfer as pledge or as sale, at least as regards the right of the transferor to later redeem the property.

It ought to be asked whether a clearer demarcation between pledge texts and sale texts can be discerned in the Tutub archive, where persons are the subject of the transfer. The texts concerning pledge in the Tutub archive are as follows, with the spelling of the pledge terminology and the formula variants set out below. Two of these involve the pledge of persons, employing the abstract noun *mazzazānūtum*, and one of a field.

Tutub no.	Formula	Pledged item
3:4-6	<i>a-na 5 gín kù-babbar a-na ma-za-za-nu-tim i-za-az'</i>	slave
5:5-7	<i>a-na ma-za-za-nu-tim ma-ra-šu iš-ku-un'</i>	son of debtor
4:2-4	ki PN <i>a-na ma-zu-za-ni</i> PN šu-ba-an-ti	field

On both the abstract noun and the term *mazzuzānum* see, in addition to Harris' own comments (Harris 1955, 61) see Kienast 1978, 2:134, no. 141. Discounting no. 4 for present purposes (as it relates to the pledge of a field) do the pledge texts involving persons differ substantively from the texts considered above in which family members are sold, or a free person sells himself (no. 88)? Of course, formally, they are very different. One is a pledge, security for a debt (or perhaps only its interest), and the other appears to be a final transfer, accompanied by all clauses of title transfer. Yet, I consider that in this precise archival context, the consequences of this way of evidencing the transaction - at least as regards redemption⁷⁹⁹ - are small. Beyond Tutub no. 88, the express presence of redemption is sparse in the Tutub archive. The closest example comes in Tutub no. 82,⁸⁰⁰ but even there it is a field, not a person, that is redeemable. **Tutub no. 88**, is excerpted as follows:

- | | |
|--|--|
| <ol style="list-style-type: none"> 1. 17 gín kù-babbar 2. <i>a-na ip-te₄-er</i> 3. <i>^pha-ga-li-ia a-bi-šu</i> 4. <i>^pza-ga-gu-um</i> 5. šu-ba-an-ti 6. kù-babbar ù-ul ib-ši-šum-ma 7. <i>'a'-na en-nim pa-ga-a[r-šu]</i> 8. <i>[a]-na ši-mi-im i-[di-in]</i> 9. [giš]-gan-na [ib-ta-bala] | <p>(¹)17 shekels of silver, (²⁻³) as the redemption money of Ḫagalija his father, (⁴⁻⁵) Zagagum received. (⁶) He did not have the silver for him (for (the redemption of) his father?) (⁷⁻⁸) (so) he sold himself to the Entum-priestess. (⁹) [He let cross] the pestle.</p> |
|--|--|

⁷⁹⁹ It may well be that a creditor's preference for a sale text where the underlying reality was comparable to a pledge had to do with the real or perceived robustness when faced with third party claims. Thus the 'temporary' versus 'permanent' nature of pledge and sale respectively, though not always distinguishable in an archive such as that in Tutub (presumably because the debts remained outstanding), may have had a role in the scribal conventions.

⁸⁰⁰ See the discussion in chapter 3.

This self-sale text provides its own pre-history. The man selling himself is doing so against an outstanding debt. That debt arose from a loan which he borrowed from the creditor as the redemption money of his father (*ana ip̄ter Hagalia abišu*). It is not clear whether the redemption money was paid to an unnamed third party. In any event, the loan for the redemption money was taken by Zagagum from the current creditor and was unpaid because Zagagum did not have the money (*kù-babbar ù-ul ib-ši-šum-ma*). Though the sum is high, I still consider that redemption rather than e.g. ransom of someone via traders is in view, given the general archival setting. If this is correct, it at least attests to the presence of a right of redemption in respect of persons. In the present case, taking advantage of the right of redemption in respect of Zagagum's father, meant taking out a loan that simply led to the same loss of Zagagum's freedom. I consider it likely that in this 'second' transaction, the self-sale, there existed also a right of redemption, though specific redemption terms were not included. Nor do I think that the *bukānum*-clause (l. 9), a normal accompaniment in this place and period to texts evidencing the transfer of title, particularly sales, speaks against a right of redemption existing for Zagagum (see discussion on pledge and sale in chapter 3). But here I acknowledge that, based on this archive alone, there is uncertainty about whether redemption is available. Against my view that it can be inferred, the counter-argument could be made that self-sale can, without express provision, override the right of redemption and give a creditor full title. In that case, the provisions of the law collections including the laws of Ešnunna – from their perspective – would be seeking to amend the position on the ground where self-sale or sale of persons meant a final sale. Perhaps another text has a role to play here, one that allows us to see an example not only of the presence of a right of redemption (of a person) but how it could be limited. The text, **OBTV 34**, is excerpted as follows:

1. 1 sag-ir ìr-ra-ga-mil
2. mu-ni-im
3. aš-šu-mi-šu ^dutu-^rna`-aḫ-^rra-ru`
4. ša a-na 18 gín kù-bi ša-mu
5. a-na im-gur-^den-zu dumu i-túr-aš-du-ma
6. ^{pd}šeš-ki-me-dím
7. dumu ^dutu-mu-uš-te'-^lpí-iš
8. id-di-nu-ma ip-tú-ru-uš
9. u₄-um ìr-ra-ga-mil kù-bi
10. ì-lí-šu ub-ba-lam
11. ^pìr-ra-ga-mil
12. pa-ga-ar-šu i-pa-tà-ar

(1-2) One slave, Irra-gāmil is his name. (3-4) On account of Šamaš-naḥraru who was bought for 18 shekels, his (text:its) price, (6-7) Nanna-me-dim son of Šamaš-muštepiš (8a) gave (5) to Imgur-Sîn son of Itūr-Ašdu (8b) and (thereby) redeemed him (=Šamaš-naḥraru). (9-10) On the day Irra-gāmil shall bring his (text: its) silver to him (=Imgur-Sîn), (11-12) Irra-gāmil shall redeem himself.

The original treatment needs to be corrected on a number of counts. The slave who is handed over is Irra-gāmil. Šamaš-naḥraru is the person who has been redeemed. It seems that the reason for stating the price at which Šamaš-naḥraru was originally bought (l. 4) is to fix the price at which Irra-gāmil is permitted to redeem himself (ll. 9-12). I therefore assume no money has changed hands in the transaction evidenced

here, and that Irra-gāmil has been given in direct exchange for Šamaš-naḥraru. Without more background, it is not possible to speculate on the relationship between redeemer and redeemed.

It has already been seen, when considering redemption of property that, in the Diyala in this period, a text could provide expressly for a right of redemption. It is very hard to tell whether this reflects a simple scribal (or creditor) preference, or a specific situation the background of which is unknown to us, or whether its express provision was required if the right was to apply. I am skeptical about the last option. If the first were true – though it cannot be backed up by direct evidence from the Tutub archive – it would fit with the wider findings of scribal practices whereby a transaction later shown to be subject to a ‘right of redemption’ gave no express indication of it at the point of transfer.

5.8 Ur, Larsa

5.8.1 Ur: UET 5 191

The remarkable text of **UET 5 191** has been dealt with by Charpin, for which see his edition in Charpin 1986, 85–88, together with chapter 5, and the fragment of the envelope, published in Spada 2007 (p.166 no. VI.2 (= U.31352) and re-edited in Charpin 2018. This text, written in the 1st month of Rīm-Sîn’s 54th regnal year (=Isin era 25), records that Ea-šillī, a “slave” (arad₂) of Ku-Ningal, redeems himself from the brother and sons of his owner Ku-Ningal, twenty years after the owner’s death. A translation is provided for convenience as follows:

Translation:

(¹) E[a-šillī] (is) his [name], (²) slave of [Ku-Ning]al, [case adds: the *abriggu*-priest], (³⁻⁴) after Ku-Ningal had died, (⁵) 20 years passed and, (⁶⁻⁹) from Ea-gāmil, brother of Ku-Ningal, Ešuluhuru, Enamtisud, Apil-ilīšu, Sîn-uselli, and Lipit-Ea, sons of Ku-Ningal, (¹⁰) one slave named Warad-Ḫaja, (¹¹) (Ea-šillī) gave to them for his redemption and so (¹²) he redeemed himself. (¹³) In future, Ea-gāmil, brother of Ku-Ningal, (¹⁴) Ešuluhuru, Enamtisud, (¹⁵) Apil-ilīšu, Sîn-uselli, (¹⁶) and Lipit-Ea, sons of Ku-Ningal (¹⁷) do not have anything against (i.e. are not owed anything by) Ea-šillī. (¹⁸) (In the case of) a claim (concerning) the slave, Warad-Ḫaja, (¹⁹⁻²³) Ea-šillī shall stand responsible to Ea-gāmil, Ešuluhuru, Enamtisud, Apil-ilīšu, Sîn-uselli, and Lipit-Ea, sons of Ku-Ningal. (²⁴⁻²⁵) “A slave of my father’s estate”, he (text: they) shall not say to them (text: to him). (²⁶⁻²⁸) Oath. (²⁹⁻⁵¹) Witnesses. (⁵²) The seal of the witnesses. (⁵³⁻⁵⁵) Date(=RS 54).

Despite some scribal error and confusion⁸⁰¹ the facts of the case are clear. It shows the availability and use of redemption by a man called Ea-šillī after more than twenty years of slavery. It is not certain, despite his designation as a ‘slave’, that he was a permanent slave. It seems plausible that he entered into that state under the authority of Ku-Ningal because he had an outstanding debt to Ku-Ningal. This is an inference from l. 17 where it is confirmed, in language most appropriate for outstanding financial liabilities (IOUs), that nothing is owed by Ea-šillī to the sons of Ku-Ningal. It is not a far leap to suggest that Ea-šillī had originally been in debt to Ku-Ningal, in which case the handing over of Warad-Ḫaja to buy his freedom was a payment in kind. If this reconstruction is correct, then it provides important evidence both for the possibility of redemption, a right that was not affected by the long elapse of time since Ku-Ningal’s death, and for the possibility that a freeborn person could find themselves entrenched in debt-slavery within the wider priestly community in Ur at this time,⁸⁰² and for such a long period.

⁸⁰¹ For which see Charpin 1986, 87, and for differences with the fragment of the envelope, see Charpin 2018.

⁸⁰² On the status and function of the witnesses see Charpin 1986, 88 and more generally on the cultic roles see 343–418. For the first seal inscription of the fragment of the envelope, not belonging of one of the witnesses on the tablet, see Charpin 2018 note to S1. On Ku-Ningal’s title of *abrig₂* see Charpin 2018 note to l. 2.

5.8.2 Larsa: observations on pledge and self-sale

The archive of Balamunamhe has become a *locus classicus* for discussion of debt, sale and pledge of persons, and slavery in a Larsa setting. Though not bearing directly on redemption, two groups of texts are comparable to those encountered in the Sîn temple archive in Tutub in showing the background against which redemption of persons could operate. These two groups were analysed separately in Van de Mieroop's typology as "self-sales" and "sales by a third party"⁸⁰³ and deserve brief comment here. In his analysis of the whole archive of Balamunamhe, Van de Mieroop divides the archive into three groups. A: slave transactions; B: real estate transactions; C: miscellaneous transactions.⁸⁰⁴ His group A comprises 45 texts, further categorised as: (i) self-sales, (ii) pledges, and (iii) sales by a third party.⁸⁰⁵ Most relevant for now are the self-sales and the sales by a third party. The self-sale texts, in date order, ranging from RS 10 to RS 22, comprise: YOS 5 132; YOS 5 145; YOS 8 17; Riftin 25; YOS 8 31; YOS 8 36; YOS 8 40. The 'sales by a third party' as defined by Van de Mieroop, in date order, ranging from WS7 to RS 23, comprise: YOS 5 124; YOS 8 8; YOS 5 141; Riftin 24; YOS 8 30; Bab. 7 45. Based on a fresh study of all the texts in his group A, and building on Van de Mieroop's discussion, the following observations may be made.

1. The writing of formulae specific to the self-sale texts, a more unusual text, triggered not only scribal variation (cf. apposition in YOS 8 40 2 (nig ní-te-na) and Riftin 25 2 (ir ní-te-ni)) but scribal error (e.g. terminative instead of ablative marker in YOS 5 145:2).⁸⁰⁶

2. It is conventional to read the designation mu-ni-im (var. mu-bi-im (e.g. Riftin 25 1)) as indicating slave status. The 'slave' status denoted here could just as easily denote a freeborn person who had just lost their freedom as a result of the documented transaction as much as a permanent slave. So, in YOS 5 132, Ištar-tillatī is bought by Balamunamhe on account of the former's debt (*ana ħubullišu*, l. 2). Similarly, the parties in YOS 8 31 I take to be freeborn persons who lost their freedom on account of Balamunamhe's payment of an *e'iltum* liability. It is possible to say, therefore that the designation mu-ni-im could cover a 'debt-slave' as well as a 'chattel slave'.

3. In reconstructing the likely historical background to these texts, it is better not to draw a sharp distinction between the self-sale texts and at least four of the texts described as "sales by third party" by Van de Mieroop. He states that these texts "are thus the only real slave sales, where two parties exchange a sum of money for a slave"⁸⁰⁷ but rightly groups these two types together when considering a shared background of debt.⁸⁰⁸

4. The most significant insight to emerge from Van de Mieroop's study, replicating in some places Lautner's earlier discussion, is his short treatment of particular sub-dossiers where the same 'slaves' appear in more than one text. Not all of these groups

⁸⁰³ Van de Mieroop 1987, 4–8.

⁸⁰⁴ Van de Mieroop 1987.

⁸⁰⁵ Van de Mieroop 1987, 4–9.

⁸⁰⁶ For comments on the formulae see Van de Mieroop 1987, 4–8.

⁸⁰⁷ Van de Mieroop 1987, 8.

⁸⁰⁸ Van de Mieroop 1987, 11.

are equally illuminating or certain, but one should be noted.⁸⁰⁹ It concerns a certain Sîn-māgir. Three texts can securely be said to deal with the same Sîn-māgir, as follows.⁸¹⁰

No.	Text	Date	Description
1	YOS 5 141	6/V/RS 14	Sale of Sîn-māgir by his parents to B. for 20 shekels.
2	YOS 8 23	10/V/RS 14	Parents of Sîn-māgir receive him on pledge from B.
3	YOS 8 35	-/VI/RS 19	Parents of Sîn-māgir receive him on pledge from B.

This reconstruction differs from that of Van de Mierop regarding no. 3. He says of YOS 8 35: “Five years later [after YOS 8 23] Puzur-Numušda and Taribatum pledge their house and garden to receive their son from Balamunamḫe.”⁸¹¹ Instead, it is another case where the parents receive their son on pledge (as in no. 2). The mention of the house and garden is part of a penalty clause should Sîn-māgir go missing. Putting these texts together shows that although the sale of persons was effective to transfer ownership⁸¹², this could be subject to temporary mitigation or relief⁸¹³ where family members could receive the person back as a pledge. This also extended to at least one case involving self-sale.⁸¹⁴ In sum, the archive of Balamunamḫe, though providing rich information about his purchase of persons, and the innovation of pledging back those persons, often to the selling parties, does not speak for or against the possibility of redemption applying to these transactions. It does, however, show that the original sale to Balamunamḫe was a genuine transfer of possession and title.

⁸⁰⁹ For brief discussion of these texts see Van de Mierop 1987, 10–11.

⁸¹⁰ On the possible appearance of the same Sîn-māgir in two other texts (TCL 10 47 and YOS 8 40), see Van de Mierop 1987, 10.

⁸¹¹ Van de Mierop 1987, 10.

⁸¹² Note e.g. the designation of Balamunamḫe as lugal-a-ni-ir “his owner” in YOS 8 35:4.

⁸¹³ This should not be overstated and the clauses about not ceasing to work may indeed point to family debt in the background (Stol 1983, 16–17) despite Van de Mierop 1987, 11.

⁸¹⁴ As evidenced by the case of Šū-Amurru (Van de Mierop 1987, 10) although note that the recipients of Šū-Amurru may play a wider role not exclusively based on family ties (Van de Mierop 1987, 10–11).

5.10 Conclusion

In the first part of the chapter, the usage of the term *iptirum* “redemption money” was observed in two comparable but distinct scenarios, both of which could be considered as redemption. In one case it could be seen that persons had been taken captive in a variety of situations outside of home territory and could be bought back by funds originating with the captive himself, his family members, or by means of a local temple loan. Merchants were often well placed to act as middlemen in recovering the person and receiving the redemption money. In a more conventional archival setting, *iptirum* could also denote the redemption money to settle claims relating to a person (BM 80107) and, less commonly, could be used to denote the redemption money used to redeem real property. Beyond the lexemes belonging to the root PTR other technical terms denoted liability which could lead to the loss of property, but most prominently, persons, a transfer that could also be subject to redemption. Two of these terms, *e’iltum* and *kiššātum* were studied. It was seen that *e’iltum* “(economic) liability” showed a close similarity to conventional debt. It could be taken over or settled by a third party, including family members, could be satisfied or released by the handing over of money or property, and persons could be handed over against this liability. The technical term *kiššātum* was also found in usage and background to be analogous to debt, but it was found to have a distinctive meaning and background: it was a penalty imposed where goods had been stolen or culpably lost. Money could be handed over to settle this penalty, but as with debt, so could persons and it was this feature of *kiššātum* (as with *e’iltum*) that attracted the attention of §§20-21 of Ammi-šaduqa’s edict. A person handed over *ana kiššātim* was in principle redeemable, but as with redemption of property, the edict provided a royally mandated version of such redemption. These liabilities were therefore close to conventional debt, could be settled in similar ways, and persons handed over against these liabilities could be redeemed. The study of terminology continued with the practice of taking a distrainee (*nipūtam nepūm*), in order both to distinguish it from other technical terms relating to redemption of persons, and to refine understanding of the practice. It was a widely used tool by which creditors could place pressure on debtors, mainly for silver or grain still owing. Customary practice, reconstructed from the letters, showed the importance of a genuine outstanding obligation to be in place to allow for distraint. This requirement of custom was reflected also in the royal law collections as they dealt with distraint. The study of distraint distinguished other aspects of the practice: it had an official analogue where persons engaged in state administration and the oversight of large work projects could distraint persons or workers against the underlying obligation to perform corvée labour. The school letters showed some distinctive concerns and language that differed from the language and perspective of distraint in the everyday letters. The evidence from individual texts and archives presented according to locality, although sparser in terms of direct evidence for redemption, showed the availability and use of redemption in relation to persons. The Sippar text BM 80107/8 documented the handing over of redemption money in the context of a settlement of claims. The tablet was itself a tablet of no-claim, a fact that was consistent with the text’s redaction as a permanent title deed although we are not informed about the precise background to the original claim (*rugummūm*).