



Universiteit
Leiden
The Netherlands

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

Moore, S.A.

Citation

Moore, S. A. (2020, May 26). *Redemption in the Old Babylonian Period: texts, archives, practice*. Retrieved from <https://hdl.handle.net/1887/92260>

Version: Publisher's Version

License: [Licence agreement concerning inclusion of doctoral thesis in the Institutional Repository of the University of Leiden](#)

Downloaded from: <https://hdl.handle.net/1887/92260>

Note: To cite this publication please use the final published version (if applicable).

Cover Page



Universiteit Leiden



The handle <http://hdl.handle.net/1887/92260> holds various files of this Leiden University dissertation.

Author: Moore, S.A.

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

Issue Date: 2020-05-26

6. Conclusions

6.1 Summaries of individual chapters

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

Chapter 1 studied the practice of redemption based on a reconstruction of the archives of a number of priestly families operating in Nippur during the second and third decades of Samsu-iluna's reign. As well as the shared social background of these priestly circles, reinforced by the networked nature of the archives themselves, the majority of the redemption transactions concerned the recovery of prebends. That these prebends comprised "a right to income deriving from the fulfilling of a function in the cult of the gods"⁸¹⁵ meant that their transfer presupposed both parties' ancestral right or personal fitness to hold the office. In this light, the counterparties belonged to a closed social world with all the implications of trust and shared social interest that could bring to the practice of redemption. Redemption was employed by apparent necessity in the short window represented by the archives which coincided with wider social and economic turmoil in Nippur during Samsu-iluna's reign. Although the duration of the crisis is not sharply defined, the political reality of the crisis is discernible from Si 8,⁸¹⁶ and an intense crisis period extends at least until Si 11.⁸¹⁷ This crisis, described by Charpin as "une triple crise," had economic, institutional and military repercussions.⁸¹⁸ Samsu-iluna's recovery of control in the south was short lived when by the end of Si 11 written documentation from Ur, Uruk and Larsa ceases, even if the precise reasons for the loss of these cities remains uncertain.⁸¹⁹ While the precise nature and extent of economic difficulties in the years immediately following Si 11 are the subject of ongoing discussion,⁸²⁰ it was plausible that a number of the prebend sales later subject to redemption were diagnostic of an ongoing economic crisis,⁸²¹ and another peak in terms of crisis could be proposed for the years Si 28-30.⁸²² For other periods, the sale of prebends is often seen as itself indicative of crisis. Although the apparent frequency of prebend sales in these archives may reflect the same phenomenon, it was difficult to be precise about what this crisis actually meant beyond the fact that economic pressure could force a sale. The absence of overt and individual debt in the background suggested that economic hardship triggered the sale of the prebends on the understanding – never documented it seems – that the property remained subject to redemption. Whether the wider crisis also facilitated redemption, e.g. by royal edict, was briefly considered in light of the phenomenon of 'clustered redemption'. Different pieces of property that had been outside an individual's possession for years could be redeemed in quick successive transactions. That this could happen in a known *mīšarum* year left the possibility open that this was made possible by a royal measure. However, the redemption texts are not explicit

⁸¹⁵ Van Driel 2002, 34.

⁸¹⁶ Charpin 2004, 336.

⁸¹⁷ Charpin 2004, 336-340, with f.n. 1752.

⁸¹⁸ Charpin 2004, 336.

⁸¹⁹ Charpin 2004, 342.

⁸²⁰ See recently Goddeeris 2016:1, 200. Cf. Stone 1977, 280-281.

⁸²¹ Stone 1977, 280.

⁸²² On archival evidence for the *mīšarum* of Si 28 see Charpin 2000, 198-201. Cf. Vedeler 2006, 138.

about an overarching royal measure and so it remains very uncertain whether some of the redemption transactions documented were the result of a royal edict mandating the return of property as a concession to the wider crisis.

Against this background of crisis and the shared social world of the Nippur priesthood, the chapter showed redemption being used to good effect. It allowed the transfer of assets by sale between numerous intervening buyers while never removing the original family's right to redeem. The closeness of the social circles facilitated this exchange, but there was evidence that the blood family still undergirded the right to redeem. These archives brought another aspect of redemption practice into sharper focus: scribal conventions. When priests were redeeming prebends, although the transaction was not a conventional one, the scribes showed remarkable consistency. Alongside the expected redemption clause, the previous (penultimate) transfer of the prebend was commonly recorded in short-form in the redemption text. This was comparable to the situation seen in the dossiers and texts discussed in Chapter 2, but was written in Nippur at this time with particular consistency. Its significance lay with the need to (re-)establish a chain of transmission for the property. Even where, among the Nippur priests, the prebend had passed through the hands of numerous different buyers and sellers, it was the sale transaction immediately before the redemption that was perceived as most critical. I proposed that this description of the earlier transfer was accompanied by the handing over of at least that previous sale text as title deed. This evidence about scribal markers of redemption contributed not only to an understanding of the practice but to an extension of the corpus, where elements of the penultimate transfer clause could be diagnostic for a redemption in an otherwise fragmentary text.

Chapter 2 Redemption among propertied families

Chapter 2 traced the working of redemption among propertied families based on archival evidence stemming particularly from ancient Sippar and Babylon, and also TS 45 from Kutalla. While in Chapter 1 the social background of the priesthood was prominent, reflected not only in the networks that united the protagonists, but in the kind of assets that were most frequently transferred and redeemed, here the designation 'propertied' recognized that the parties could also be described in terms of an elite class. They at least relied upon and took for granted established norms of property ownership, transfer and transmission, and even legal challenge, as they sold and redeemed their property. The dynamic of redemption seen in this chapter shared two features that developed the picture of redemption in Chapter 1. We encountered the importance of family affiliation in the practice of redemption. Some of the dossiers examined reflected enough prosopography to reveal the family interests at play. In the case of the family of Ilī-ḥamad (the Amat-Šamaš dossier), this was traced out in the context of legal challenge when two redeemers faced, and successfully defended, a claim from other family members contesting the redeemed property. The importance of family affiliation was seen again in the distinctive scribal markers of redemption, reflected in Sippar and in late OB Babylon, in which there were scribal attempts to establish family connections between original seller and ultimate redeemer, but also in the redemption clause itself, where recovery of the paternal estate (*bīt abim*) was consistently the object of the redemption. It was notable that the "paternal estate" as the object of redemption was consistently retained by scribes and marked out the text and the transaction as distinctive. It does not seem on current knowledge that there was any written signal of redeemability, when the property was

first sold outside the family circle. The format of a conventional sale seems to have been enough at that point at least. The texts and dossiers studied shed important light on the institution of the *bīt abim* in this period. First, and most obviously in the texts, the paternal estate was found to correspond to a portion of property. The property could be the ‘intangible’ asset of a prebendary office (sometimes attached to subsistence land), house, or field. More precisely, it corresponded to heritable property. This was reflected in two ways: the family affiliation between redeemer and original seller revealed by many of the texts, and the earlier transmission of redeemed property by means of family inheritance. The dossier of Šallūrtum and Namija showed uniquely a full “cycle” of redemption. At least two pieces of property, a house, and a field, were independently sold by brothers to the same purchaser (who appeared to have been outside the immediate family circle). These sales were subject to a right to redeem, even if it is likely that the texts gave no indication of this. It was confirmed, however, by the fact of the subsequent redemptions. In fact, the subsequent redemption of these properties was made by a daughter of one of the brothers who sold. The right to redeem had clearly passed down the generation as part of the right to inherit. This did not stop the redemption being challenged, from both the older generation of the family, but also from members of a different family, the family who had bought this property and held it subject to its later redemption. The interest of the claimants was of course their inheritance, but in each case their challenge was made against a previous redemption. Yet, in the end, this dossier was not evidence for the vulnerability of redemption. Both claims were unsuccessful. Nor did this rely on special protection given to redemption. It was argued that the security of redemption lay in its staying close to sale practice. For, in doing so, the sale, the redemption, and any subsequent passing on of the property, relied on the staple protections that come with title deeds. In Sippar, redeemed property, like any other real property, relied upon chains of transmission. Even where individual texts from Sippar could not be united to a larger dossier, the texts themselves showed this concern for title and chains of transmission. The need to record a full or partial link with the previous transactions prior to the redemption was seen as a desire to record the title history of property that had had a more unusual history, comparable to that seen in chapter 1. The property had left one family circle – by way of sale and so ostensibly a permanent act, only to come to the same family by way of redemption. This scribal feature, coupled with the redemption clauses themselves, showed that the redemption transaction remained a distinctive transaction, however close a relationship it bore to sale and purchase. Indeed the distinction between purchase and redemption could be seen to employ a native distinction between property acquired for value as opposed to the recovery of patrimonial property a distinction that appeared to have a wider application than simply in redemption settings, as suggested by the evidence of Kutalla (Charpin 1980), and the distribution of the previous transfer clause in Nippur in non-redemption texts. The dossiers from Sippar gave solid confirmation to the idea that redemption was a mechanism designed to protect the diminution of the heritable estate. This was, of course, explicit in the formulary, with its reference to *bīt abim*, and in the identity of the redeemers as family members, even from two or more generations below the seller. The right to inherit undergirded the right to redeem.

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

The evidence of Chapter 3, when set against that of the preceding two chapters showed that redemption could reflect very different social realities. Through the archives and texts studied in this chapter it was seen how the right of redemption could be severely restricted in a particular social milieu, also when taking into account local customary practice. The texts and dossiers had the advantage of stemming from a broadly contemporary local tradition in early OB Diyala, and showed some common customary and scribal practices that helped the reconstruction. This included the interaction of land-for-service obligations with pledge and redemption practice, the role of *mazzazānum*-pledges, and the social profile of the archive-holders and creditors. The available part of the Mudādum archive, consisting mainly of sale, pledge and loan texts, painted a less dramatic picture than the Sîn temple archive at Tutub but nonetheless one of a strong creditor, acquiring the family property of others by way of sale, and based on conventional archival practice, acquiring property originally pledged upon non-payment by debtors. The appearance of clauses allowing for redemption by the debtor were read against this background. Given that these were contained in *mazzazānum* texts, it confirmed the obvious point that an actual debt – rather than simply hardship of the debtor – lay in the background. Redemption was naturally then dependent upon repayment, and so the capacity of the debtor to repay. The impotence of the debtors, commented on by Harris for Tutub, and inferred from the Mudādum texts, then became directly relevant for understanding redemption as a realistic means to recover family property. Given the strength of Mudādum as a creditor, it was also considered whether the redemption clauses could also be double edged, working also in his favour. This gained credibility when considering the so-called “look-clauses” that were in the pledge texts. The latter clauses have been interpreted by previous scholars as a tool for the creditor to take the pledged property upon default. In a similar fashion it is possible but by no means certain that the redemption clause, tied as it was to repayment, worked like this: in the event of non-payment, the right to obtain possession of the pledged property by redemption also fell away. Whether or not this is true, there was textual evidence for creditors putting limits on the traditional right of redemption. Tutub no. 82 contained an express limit on the exercise of redemption: the debtor, in order to redeem, had to repay with silver of his own. It is no coincidence that the texts of Mudādum and the Entum priestess/Sîn temple, which were in principle subject to redemption, were found in the creditors’ archives. In particular for the Tutub texts, it joined the evidence from the rest of the archive that redemption, which supposed recovery from indebtedness, could also be a hollow right. The texts from the lower Diyala, belonging to a common scribal tradition, showed flexibility in how texts subject to redemption were composed. The form of sale, or of pledge, could be adopted for what in substance was the same arrangement. This inclusion of redemption in pledge texts turned out to be uncommon. The more established scribal pattern in archives from other localities, and in later periods, was for redemption to follow the form, and practices, of sale.

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

Redemption as a traditional right seen in the private archives had a royal analogue. Although not explicitly covered by the extant portions of the *mīšarum* MSS of the Babylonian kings, the archival record shows that kings from Babylon, and other

kingdoms in OB Mesopotamia, issued edicts requiring the return of sold property to their previous owners. Chapter 4 was taken up with the critical treatment of the first extant royal edict addressing the return of property, CUSAS 10 18. The chapter began with a philological and diplomatic analysis of the text that was found to support its classification as a “Type IIb” edict issued by Rīm-Sîn I of Larsa. Such is the archival record from Larsa that this new finding could be read against the background of archives stemming from Rīm-Sîn I’s Larsa, in which a series of edicts were issued during his reign mandating the return of property. CUSAS 10 18 was witness to the royal provisions that triggered the outcomes on the ground. Joining a product of the royal chancellery and the private archives in this way both confirmed and refined the picture in both directions. Assuming CUSAS 10 18 to be representative of the other edicts of the same type issued by Rīm-Sîn I, the archival texts showed some flexibility in the application of the provisions of the royal measure, property was not always returned. Yet, the royal measure could address the specifics of ground level practice to a remarkable degree. A clog in the straightforward return of property, by building on ruined or vacant property in the meantime, was attested in the archival texts. CUSAS 10 18 showed that it was enough of a feature to attract specific provision in the edict: where a buyer built upon and so radically altered the property after purchasing it, he had to return like-for-like property according to the provisions of §4 of CUSAS 10 18. We could not tell when such a provision may have been written into the royal edict, but it had an afterlife, beyond Rīm-Sîn I’s reign, that had wider implications than for the kingdom of Larsa under his rule. This involved reading CUSAS 10 18 together with SAOC 44 22, a text from the dossier of a former Larsa resident who later arrived in Nippur, and whose career spanned the end of Rīm-Sîn’s reign into at least the early years of Samsu-iluna’s reign. Textual reconstruction and parallels between the two texts indicated that Samsu-iluna had adopted in his own edict upon his accession provisions that are best seen as coming from Rīm-Sîn’s chancellery. In my view, this adoption of the conquered king’s edict was a policy that began with the well known issuance of an edict by Ḫammurabi for Larsa, upon Larsa’s annexation. It showed a remarkable concession to Larsa norms, and for Larsa residents, and was more than a one-off gesture. This evidence for concession, or continuity, was then shown to be in keeping with other evidence for how Babylon’s king and governors ruled Larsa in the aftermath of its annexation, particularly in how they respected particular traditional property rights.

Chapter 5: Studies in the redemption of persons

Whereas chapters 1 to 4 considered redemption of property, broadly conceived, chapter 5 approached the related subject of redemption of persons with a series of studies focused in particular on terminology. Although aspects of the redemption of persons showed it to be an expression of the same traditional right seen in chapters 1-3, the terminology and practice of the redemption of persons had its own distinctives. This chapter began by observing how differing historical realities lay behind the texts employing the term *iptirum* “redemption money”. The term was frequently used to refer to the money given for the recovery of a person taken captive in hostile territory or as a result of war, in which case a translation “ransom (money)” was also justified. It could also apply to (financial?) claims in which the freedom of the ‘debtor’, and his family members was at risk. It was also used in some texts to refer to the redemption money given for the redemption of property. When the release of persons was in view, the occurrence of *iptirum* was not then decisive for the question of whether conventional redemption from debt or the ransom of a prisoner or captive was in

view. A refugee could be found in home territory again, and the line between ransom and redemption could at times be hard to draw, not only lexically. Redemption of persons, a traditional right to recover someone who lost their freedom on account of an underlying unpaid debt, attracted by analogy other kinds of liability akin to debt, with similar consequences for persons' loss of freedom. The chapter continued with a philological treatment of two terms denoting such a liability but for which there exists residual uncertainty as to their meaning. The term *e'iltum*, studied in legal, administrative and epistolary contexts was found to mean "(economic) liability". This was a broad confirmation of the dictionary meaning assigned to it in these contexts. Its proximity to debt in the way it could be settled, and in the fact that money, objects, property or persons could be handed over against it, explained its inclusion by analogy in the royal sources dealing with redemption of persons. Despite this clarity, aspects of the term remain uncertain. Exactly how it arose is unknown, and the evidence from the Ur-Utu archive that awaits full publication urges caution in reading it narrowly in all contexts, including epistolary ones, as a purely economic liability. Then, a study of the term *kiššātum* sought to refine its meaning by paying attention to a small group of texts that inform us best about its background: it was a penalty exaction that arose as a result of the theft or culpable loss of goods. It could be settled in money terms, apparently in kind, or most vividly by the handing over of persons against the liability (*ana kiššātim*). The common occurrence of this last scenario in the texts had led to the term's direct equation with "service, servitude" (Kraus' *Dienstbarkeit*) although this meaning was not without its problems in a small number of the texts. It is impossible on current knowledge to decide whether a meaning "exaction" (also deriving its meaning from the related verb *kašāšum*) or the more specific "service" best reflects the nuance of the term *kiššātum*. It is clear, however, that the liability it denoted, as something that could be monetized, and against which someone could be handed over, was analogous to debt, and similarly subject to redemption. As with the study of *e'iltum*, the application of the Babylonian *mīšarum* edicts to persons subject to this liability reflected the archival evidence, that *kiššātum* as a liability shared affinity with debt in the problems it could pose for the freedom of persons and the possibility it gave for redemption. The study of terminology continued with a treatment of *nepûm* "distrain" and *nipûtum* "distrainee", reflecting an institution of custom that was widespread in OB Mesopotamia but with a precise background. To distrain (*nepûm*) was a tactic, whereby a creditor could pressurize a debtor for remaining debt by seizing members of his household until payment was made. This was not a pledge, nor security, and nor was it a penalty (*kiššātum*). In this section, further ground was cleared to show the slightly different perspective of distraint in a scholastic context, and also in a more official setting. The final part of the chapter returned to the archival setting for redemption, presenting evidence for apparently more conventional redemption of persons attested in the private archives. The sources, excluding those dealing with the ransom/redemption of prisoners, were more limited. The ambiguous background of the term *iptîrum* was encountered again in a new text from Sippar (BM 80107/8), presented here, where "redemption money" appeared in a context of the settlement of a claim of an unknown nature but which certainly threatened or had the potential to threaten the person originally liable, as well as members of his family. The security of this family, and their protection from future claims was cemented by the issuance of the 'tablet of no-claim' (*tuppi lā ragāmim*).

6.2 Research aims revisited

There were three research aims of this study. Firstly, to trace the operation of redemption of property chiefly within its archival context in such a way as to show the variety of scribal conventions and social realities behind the practice, including the protection of the *bīt abim* ‘paternal estate’. In order to do so, chapters 1 to 3 reconstructed individual dossiers and archives, and interconnected archives, to show how this single traditional right could be variously exercised, challenged and documented. The variety was seen to reflect not only local scribal norms, but by the profile of the protagonists, the wider interests and milieu of the redeeming parties. Redemption relied on a bigger network of factors if it was to be exercisable in practice. Secondly, as a development of this, to contribute to an understanding of royally mandated redemption in this period by the critical treatment of a text as the first extant Old Babylonian example of such a royal edict. Chapter 4 met this research aim with a specific contribution to the subject of royal edicts. It showed that this royally mandated return of property was taken up by Rīm-Sîn I as a central part of his royal prerogative. Any traditional expectations of ideal kingship that could explain this were likely coupled with the practical reality on the ground that loss of property rights had become a growing issue, as the counterpoint to the growing prosperity of Larsa’s merchants. Here it was conceivable that this redemption by decree came to be used as a political tool by Rīm-Sîn I. There was then an historical particularity to Rīm-Sîn’s exercise of this version of forced redemption, one that was found to have an afterlife under Babylonian rule. The third research aim sought to contribute to the subject of redemption of persons by tracing the operation of redemption of persons both in an archival context and by philological treatment of technical terminology related to the redemption of persons. Chapter 5 achieved this in particular by means of the study of technical terminology associated with redemption, whereby *e’iltum* and *kiššātum* denoted distinct liabilities that were analogous to debt in the possibility of being settled by money or in kind, and in the possibility of a liable person or his family member(s) being handed over against this liability. To these liabilities, traditional redemption extended by analogy. The survey of archival evidence for the conventional redemption of persons from debt liabilities, though sparser in the record, included a new text from Sippar which both showed how the payment of redemption money and the settlement of outstanding claims deployed all the features of permanent title deeds in Sippar at that time, while not stating explicitly the specific nature of the underlying claims.

6.3 Outcomes of this study

6.3.1 The importance of the paternal estate, family ties and rights to inherit

The “paternal estate” (*bīt abim* / é ad-da), as one of the most prominent social institutions in OB Mesopotamian society, underpinned the practice of redemption. The concept of the paternal estate was multi-layered, and bound up with a set of familial, ancestral and cultic responsibilities. While we can suppose that this social reality in its fullest sense drove the maintenance and provision of traditional redemption of the paternal estate, the redemption texts and archives of chapters 1-2 in particular documented for us a particular and concrete manifestation of this social reality: property. More specifically, heritable property. The *bīt abim* in the context of

redemption here found concrete expression in the property that was capable of being received by means of inheritance or outright purchase/transfer, and which was also capable of being passed on by the same means. This strongly familial context to the *bīt abim* and redemption explains not only intra-familial disputes over redeemed property, but accounts for the collective action that can be glimpsed in individual dossiers whereby redemption is facilitated by several family members. While family affiliation was somewhat harder to discern in the dossiers from OB Nippur (chapter 1), this was on account of several interim transfers of the property where, without the original sale text, the connection between original seller and redeemer was obscured. Yet, the importance of family affiliation was glimpsed in the Nuska-nīšu dossier, and, if OIMA 1 48 is correctly identified as a redemption text, in the case of Damu-iddinam where his affiliation to the Aba-kala branch of the Ninlil-zigu family, from where the property had been sold, was crucial. The family connection between original seller and redeemer emerged more clearly in the material from Sippar, and also in MDOG 38 p. 8 (Babylon), and DCS 97 (Maškan-šāpir (?)) and these family connections made best sense in light of the fact that the *bīt abim* was heritable property. Thus, in the Amat-Šamaš dossier, Šallūrtum's redemption of her father's field (MHET II/1 41) comprised his inheritance share that Šallūrtum in her own turn could testate to Amat-Šamaš (MHET II/1 89). This explained the contesting of the redeemed property in MHET II/1 41 and CT 45 3, the claims were brought by would-be heirs of the property already redeemed. The definition of the paternal estate as heritable property was illustrated well by CT 45 62 where the transmission of the property down three generations, from Nūratum senior to Nūratum junior, his great-grandson, can best be explained as the passage by several channels of heritable property belonging to the *bīt abim*. The ultimate redemption by Nūratum of the paternal estate involved him acquiring family property that he was entitled to receive as an inheritance.

This is important for our reading of redemption one or more generations after the original sale. From the perspective of the redeeming family, there is no reason to assume that a right to redeem property rested on anything other than a right to inherit. The text of CT 45 62 also illustrated well how the driving force of the *bīt abim* encouraged the use of redemption in a setting where the property had passed outside the strict linear male line of descent by means of an installation gift to a *nadītum* woman. It reverted to her brothers and the ultimate 'redemption' of the property reflected not only the importance of *Nacherbe* in retaining reversionary title to the property in certain cases when it was gifted to a female family member, but in the perception that it needed to be made subject to a process of redemption. The redemption was apparently employed because the gift to Šāt-Aja the *nadītum* family member, though not taking the property outside the family circle strictly speaking, did remove it from the male line of inheritance.

Though redemption by royal decree had distinctives, examined on the basis of Rīm-Šîn I's edicts in the OB kingdom of Larsa, the edict text itself confirmed the understanding of royally mandated return of property as an analogous expression of the traditional right of redemption. The importance of the family estate could be inferred not only from the generalized reversal of alienation of (family) property but from the particular application to a permanent field (*eḡel dūri(m)*), for this designation had clear semantic overlap with the notion of *bīt abim*. As with the archival texts in chapters 1 and 2 especially, the right of a person to avail themselves of the edict

provisions rested on their right as heir of that property, if the original seller had died in the interim. TS 58 illustrates this neatly when the claim to benefit from a redemption decree issued by Rīm-Sîn (albeit the text was dated later, to 4/VII/ Ḫa 41⁸²³) turned on the testimony that the individual in question was indeed a(n adopted) son of the original seller (TS 58:10-12). As with traditional redemption, the right as an heir to the heritable property was crucial for the right to benefit from the edict. Nor should the background of *bīt abim* be separated from the phenomenon of traditional redemption of persons from debt and debt-like liabilities. We can suppose that redemption of persons reflected the same motivation to maintain the integrity of the paternal estate, inclusive as it was of the household broadly conceived. The documentation of BM 80107/8 in the form a permanent title deed more familiar from permanent transfers of property than the settlement of (financial) claims provides indirect support for this. It was more than a mere quittance and protected permanently the family members of the person originally subject to the claims from future risk of liability and one that would potentially lead to their loss of freedom. Though not explicit in the text, we can suppose that protection of the unity of the *bīt abim* was not simply a matter of protecting property.

6.3.2 Trusted networks, the possibilities and the limits of redemption

While the immediate family circle was crucial in the practice of redemption, the archival texts bearing on redemption allowed us to explore an aspect that took us beyond this to the presence of trusted networks and trusted counterparties. This was most striking but by no means limited to the archives from Nippur. Although not all dossiers from Nippur allowed us to see the point when the property left the family circle by way of sale, it was clear from a number of the redemption texts that some of the previous or penultimate transfers did not take place, as far as prosopography could confirm, among family members of the ultimate redeemer. However, this did not speak against the reality of the paternal estate and the ultimate redemption as bringing back within the original family circle heritable property. Rather, it opened up an important perspective on how redemption could work so effectively at this time in Nippur. The interim holder of prebends, when not related by blood to the ultimate redeemer, was a suitable and trusted holder of the property on other grounds. At least they would have had to satisfy the fitness requirements of the temple complex concerned. This already required a degree of social affinity that explains how a series of non-familial interim holders of the prebends could still form a trusted network. Therefore, asserting the face value nature of the paternal estate in this context did not preclude that the whole process of redemption was dependent upon a trusted social network in which property could make its way back to the ultimate redeemer (and thus family circle) via several interim holders. Even without the coherence of the priestly networks seen in Nippur, the evidence of chapter 2 pointed to the idea that trusted counterparties played an important role in the process of redemption in propertied circles. From the Amat-Šamaš dossier, the sale by two brothers of inheritance property to Āmur-Sîn, and subsequent redemption from him and later from his wife, indicated an unspecified connection and trust between the selling family and Āmur-Sîn. Fresh evidence in the future may show him to be a blood relative of the Ilī-ḫamad family, but on current knowledge he appears to be a trusted

⁸²³ The first case (TS 58:1-13) was heard during the reign of Rīm-Sîn.

person outside the immediate family line. This evidence combined with the sale to and subsequent redemption from known neighbours was in stark contrast to the dynamic at play in the archives of chapter 3, where a more uniform relationship of creditor-debtor lay behind the sale of family property. Absent here was a network of trusted counterparties who were found, among the propertied urban elites of Nippur and Sippar, to be holding family property on behalf of the selling family. Instead, the relationship of creditor-debtor dictated the possibilities and it seems, the limited right of redemption.

6.3.3 Scribal habits and chains of transmission

Studying the texts and archives from different localities allowed both scribal variation and consistency to emerge. Yet, not all parts of the “cycle” of redemption had distinctive scribal markers. The record of when property left the family estate by way of sale (but still redeemable) was not always available in dossiers in which property was finally redeemed. Despite this, the reconstruction of certain dossiers in chapters 1 and 2 indicated that the original sale of property, though shown later to have been redeemable, was originally documented as a conventional sale. No evidence was found suggesting a scribal practice of including an express textual marker stating that the seller’s family could later redeem. For example, the Šallūrtum and Namija dossier indicated that the original transfer was made by sale for full price. If this first stage in the “cycle” of redemption was difficult to track, there were clear scribal markers in the actual redemption text itself. This was marked not only by a redemption clause employing verbal and/or nominal forms derived from the root PṬR (du₈), but in a number of cases by the documenting of earlier transactions prior to the redemption itself. Most obvious was the convention of scribes in the priestly archives from Nippur in the time of Samsu-iluna. When property was being redeemed there, the scribes were careful to record one step back in the chain of transmission, what could be described as penultimate transfer. The scribal forms in Nippur had their own distinctives, but this habit was comparable to that in other archives from other sites, including Sippar, Babylon and the site from which DCS 93 stems (Maškan-šāpir (?)). This was interpreted as reflecting a need to record a full or, in the case of Nippur, an abridged chain of transmission. It indicated that redeemed property had an unusual pre-history. It was concluded that either the chain of transmission had been broken because (1) the redeemer would not necessarily receive all the title deeds on account of several intervening transfers by the loss of title deeds, or (2) the redemption text could be seen as a fresh or updating title deed. As such the scribal forms adapted by the scribes, and the conventions relating to chains of transmission, were not only textual phenomena. The inclusion of the redemption clause itself showed that redemption never lost its distinctiveness as a transaction in which something more unusual than conventional sale was taking place: a person was recovering part of their heritable estate that had left their possession. Nor was the scribes’ clear adaptation of sale forms simply a matter of convenience. Documenting the transactions as sales made sense for the interim holders of property, who had good title to the property at least as regards other third parties. The close affinity between sale forms and the final redemptive transaction was also appropriate: the redemption was achieving a permanent return of the property into the hands of the redeeming party. It therefore functioned as a title deed in precisely the same way as a sale deed.

6.3.4 The place and importance of ‘redemption by royal decree’

The new classification of CUSAS 10 18 yielded the first example of an extant Type IIb edict from Old Babylonian Mesopotamia. It had been issued late in the reign of Rīm-Sîn I by that king, and provided a close match with the archival material stemming from Rīm-Sîn’s Larsa. The same archival material testified to a particular background against which the edict(s) of Rīm-Sîn’s time were applied: in buying up a number of adjoining plots certain merchants of Larsa had sought to build prestige residences, and upon the application of the edict(s) had to return property or money to the earlier sellers. This well attested application of Rīm-Sîn I’s edicts raises the possibility that it became not only a vehicle of social equity but an expression of political power by the king exercised in the midst of an increasingly strong and prosperous merchant class. This possibility, however, requires further study of the nature of the relations between the merchants and the palace in Rīm-Sîn’s Larsa. As noted above, combining the archival evidence with the text of CUSAS 10 18 supported the idea that the Type IIb edicts were intended to effect by decree what the traditional right of redemption sought to achieve: the restoration of the paternal estate. As an expression of royal prerogative, this was of high antiquity but the edict tradition of Rīm-Sîn’s reign showed that it could also be used to meet particular difficulties on the ground, at particular times. In discussing the technical terminology relating to redemption of persons in chapter 5, §§20-21 of the edict of Ammi-šaduqa was also found to reflect archival practice on the ground and was a royal version of the traditional right of redemption (of persons). Both facets of the traditional right of redemption, both redemption of property and persons, were therefore reflected in a parallel tradition of royal acts and sources. The edict of Rīm-Sîn I reflected in the text of CUSAS 10 18 was found to have had an intriguing legacy. Combining the text with that of SAOC 44 22 it was argued that Samsu-iluna, and Ḥammurabi before him had incorporated provisions from Rīm-Sîn I’s edict tradition. Aspects of the edicts of Rīm-Sîn I became a political tool of a different kind in the hands of Larsa’s Babylonian conquerors. Such an adoption of Rīm-Sîn’s edict provisions, far from being an anomaly, chimed with other aspects of Babylon’s policy on the ground. This was seen most clearly in the respect given to the ancient property holdings of Larsa residents. Such a policy and the explicit adoption of the provisions of Rīm-Sîn’s edicts can be seen as an instance of royally sponsored pluralism, preserving aspects of the old laws and customary practices prevailing under the former ruler, albeit for pragmatic ends.

6.3.5 Redemption as an interdependent right

The character of redemption as a kind of purchase, albeit distinctive, relied upon the well-established textual and archival traditions surrounding the sale and transmission of property. Conventions of transmission and inheritance meant that property could be passed outside the family circle for more than a generation and be redeemed by subsequent generations provided it was a rightful heir. Observations about the value of a trusted network reflected a degree of dependence on outside parties, at least where property was concerned: the property was transferred outside the (immediate) family circle for a time. A cumulative picture of sales outside the family to the same individual (Šallūrtum and Namija dossier), or to neighbours, or within a closed social network (Nippur), suggests that redemption relied on trusted counterparties if it was

to work effectively. The fact remains that we are ill-informed about the nature of a “right” of redemption, and how much the subsequent transaction relied upon the goodwill of the party in possession. The dependence of redemption on a wider network was seen in the negative particularly in chapter 3. In contrast to the propertied urban elites of Nippur, Sippar, or Babylon, a conventional relationship of creditor-debtor could dictate the possibilities and limits of redemption by a debtor. This picture relied upon more than an inference from the social profile of the creditors and the presence of pledge documents in their archives. It was matched by the terms of the texts themselves. While the import of the look-clause was ambiguous, and it was hard to tell if the inclusion of a right to redeem itself may have been double-edged, favouring the creditor in the event of forfeiture, there were concrete indications of creditor-favouring terms. The ability of creditors to take possession and the usufruct of a pledged piece of land while the debtor remained responsible for fulfilling its associated *dikûtum*-service showed the difficulties faced by a debtor. He could be left with all the responsibilities and none of the rights attaching to land upon which he presumably depended for subsistence. More specifically related to redemption, Tutub no. 82 showed the express limitation of redemption. By ruling out the redemption by the silver of a third party, perhaps to protect the creditor from inadvertently finding himself liable to that third party, it certainly meant that the debtor’s possibilities of redemption were diminished. From the perspective of these creditor archives, redemption appeared as both an express but a hollow right. It was hardly a coincidence that in the same archive (Sîn temple Tutub), evidence for the self-sale or sale of family members provided the background against which we ought to understand the need – but limits – of a right of redemption that extended also to persons. Although redemption as a traditional right was of high antiquity, its survival and availability in so many different settings, and for so long, also depended upon a host of other factors.