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The sale of Halkiasu and the Old Assyrian legal formula qablitam erru'um

Dercksen, J.G.; Albayrak, I.; Gürkan Gokcek, L.; Yildirim, N.; Toptas, K.

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PROF. DR.
SALİH ÇEÇEN'E
ARMAĞAN



Editörler

İrfan Albayrak
L. Gürkan Gökçek
Nurgül Yıldırım
Koray Toptaş



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Ankara - 2023

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S U N U Ş

Türkiye’de çivi yazısı alanındaki ilk akademik çalışmalar Dil ve Tarih-Coğrafya Fakültesinin kurulması ile başlamıştır. Atatürk’ün özel ilgisi ve talimatı ile kurulan bu Fakülte, o zamana kadar henüz akademide açılmamış bilim alanları ile Türk toplumunun tanışmasını sağlamaya yönelik ilk ve çok önemli bir adım olmuştur. Açılan ilk kürsüler arasında çivi yazısı sahasının en başta gelen disiplini Sumeroloji de bulunuyordu ki, bu bilim alanından o yıllarda uygarlık tarihinin aydınlanması için büyük beklentiler söz konusuydu. Nitekim yurtdışından davet edilen yabancı uzmanlardan ilgili konularda dersler almak ve Eski Anadolu ve Mezopotamya kavimlerinin izlerini yazılı belgelerde aramak, akademi camiası ve bütün toplumda büyük bir heyecan yaratmıştı.

Sumeroloji kürsüsünün kurucusu B. Landsberger’in başlattığı Türk akademisindeki çivi yazısı çalışmaları zaman içerisinde yetişen Türk akademisyenlerin de önemli katkılarıyla gelişmiştir. E. Bilgiç, K. Balkan, K. Yalvaç, M. Tosun, H. Sever, C. Günbattı ve S. Bayram gibi alan uzmanları Sumeroloji /Asuroloji sahasında önemli araştırmalar yapmışlardır. Prof. Dr. Salih Çeçen, adı sayılan bu akademisyenlerin bazılarından dersler almış; aralarından kimileri ile de ortak projeler yürütmüştür. Prof. Çeçen hem müze arşiv çalışmaları hem de akademik yayınları ile ulusal ve uluslararası camiada tanınır bir isim olmuştur. Sumeroloji /Asuroloji ve Eskiçağ tarihi sahalarında yetiştirdiği öğrencilerle, Türk Akademi çevrelerinde saygın bir yere sahip olan Çeçen, hâlen mesleki araştırmalarına devam etmektedir. Özellikle C. Günbattı, S. Çeçen, L. G. Gökçek ve F. Akyüz ile birlikte hazırladıkları ve 2020 yılında Türk Tarih Kurumunca basılmış olan “*Kahramanmaraş’ta Bulunmuş Yeni Asurca Tabletler*” adlı kitap çalışması, akademi çevresinde büyük bir yankı uyandırmıştır.

Burada Prof. Çeçen onuruna hazırlanan bu armağan kitabı için yazı veren tüm meslektaşlarımıza ayrı ayrı teşekkür ediyoruz. Armağan Kitabı “Filoloji ve Arkeoloji Konulu Makaleler” ile “Eskiçağ Tarihi Konulu Makaleler” olmak üzere iki ana bölüm halinde hazırlanmıştır. Her bölümdeki yazılar kendi içinde yazar soyadına göre alfabetik olarak sıralanmıştır. Armağan Kitabına yazı vermiş olan meslektaşlar, makalelerinin içeriği ile ilgili etik ve hukuki sorumluluğu bizzat kendileri taşımaktadırlar. Editörler listesinde yer alan ve hepsi Prof. Çeçen’in lisans veya lisansüstü öğrencileri olan meslektaşlarımızı da gösterdikleri bu vefalı davranışları nedeniyle kutluyoruz.

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The Sale of Halkiašu and the Old Assyrian Legal Formula *qablītam erru'um*

Jan Gerrit DERCKSEN*

For Salih Çeçen

The first texts excavated in 1950 were not found in the ruins of the house where the archive of Ali-ahum was located.¹ Among these texts is the tablet presented here, which stems from the fire debris of Level II according to the *Enventar defteri*.² It is, therefore, an isolated find and its archival context is unclear. As is not unusual with letters, this one acquaints the reader without much introduction with a conflict of which the background remains obscure in the absence of other information. Nevertheless, the contents are of sufficient interest to warrant a special treatment of this tablet and it forms a welcome opportunity for a renewed study into the legal expression *qablītam erru'um*.

Text 1. Kt. c/k 7

Museum Inventer Number: (154-7-64)

Size: 6.1 x 4.9 x 1.7 cm

- obv. 1. *a-na Puzur₂-A-bi₄-iḫ qí-bi-ma*
um-ma Na-áb-Sú-in-ma
a-na-kam šú-ḫa-ar-kà
Ḫa-al-[k]i-a-šu šu-ut-ma
5. *a-šé-er 'Šu`-Sú-in DUMU E-na-a*
i-li-ik Šu-Sú-in a-na
ší-mì-im a-na 1/3 ma-na KÙ.BABBAR a-na
A-mur-^dUTU DUMU Ba-lá : i-dí-in
i-na lá i-'da`-i-a 10 u₄-mì-im i-na
10. *É A-'mur`-^dUTU : i-b[i₄¹-it-ma]*
ma-ma-an : uš-[bu x x (x)]
ki-ma šú-ḫa-r[u-um x x (x)]
il₅-qé-ú : a-[x x x x (x)]
a-li ik-[lu-ú]
15. *me-er-a[t-kà?]*

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¹ I would like to thank the excavator of Kültepe, Prof. Fikri Kulakoğlu, for permission to study and publish this archive.

² "B II kat yangın enkazından".

- lo.e. *qá-áb-li-`tám` [tù-ri]*
um-ma šu-ut-ma šú-ḥa-ru-/um
- rev. *i-ba-al-ki-it :*
a-na-ku : ší-be-e : áš-ku-šu-um
20. *ki-ma šú-ḥa-ru-um : <<a-na>>*
a-na ša-ni-im : lá i-da-nu
šu-ma šú-ḥa-ru-um i-na
li-bi₄-kà : té-er-ta-kà
li-li-kam : a-na kà-ri-im
25. *lá-ar-de₈-šu-ma : ú qá-áb-/li-tám*
lu-ri : a-šu-mì : ^dIM-/ḥu-sà-ni
aṣ-ba-sú-ma um-ma
šu-ut-ma li-bi₄-i : lá tù-ša-am-/ra-sú
ú-lá : i-na qá-tim
30. *a-ša-ga-šu : i-na ta-ás-li-a-/tim*
3 1/3 GÍN KÙ.GI ki-ma
ša-pár-tim e-té-er
- u.e. *šu-ma a-dí 5 u₄-mì-im*
zi-ra-tim lá i-da-na-am
- l.e. 35. *KÙ.GI a-še-ri-kà : ú-še-ba-lam-/ma*
ú ma-lá : ta-le-e-e-ú
e-pu-uš

Translation:

(1-2) Speak to Puzur-Abih, thus Nabi-Suen. (3-8) Here, your servant Halkiašu – he himself went to Šu-Suen son of Innaya. Šu-Suen sold (him) for 20 shekels of silver to Amur-Šamaš son of Bala. (9-10) Without my knowledge he *stayed* in the house of Amur-Šamaš for ten days. (11-13) Whoever lived [there *knows*] that the servant took [...] (14-16) Where he [is being held]³ your daughter [emptied] the container. (17-18) (But) he (i.e. Amur-Šamaš) said: The servant broke the contract. (19-21) I set witnesses against him to establish that he (i.e. Amur-Šamaš) will not give (sell) the servant (nom. mistake for acc.?) to another person. (22-26) Send me word if you still care about the servant (and) I will lead him to the Karum and empty the container. (26-30) Concerning Adad-hussanni, I seized him and he said: Do not make my angry towards him or I will ruin him with (my) hand! (30-32) I took away three and one-third shekels of gold as a pledge by ...⁴ (33-37) Should he not give me the kettles within

³ Cf. the intransitive use of *kalā'um* in Prag I 485:4.

⁴ The same expression occurs in AKT 9A, 149: (23) ... *i-na* (24) *ba-áb ha-ra-ni iṣ-bi₄-tí-ma* (25) *i-na ta-as-le-e-tim* (26) 12 GÍN KÙ.BABBAR *i-na še-ri-a* (27) *il₅-qé* “He seized me when (I) was about to leave and took 12 shekels of silver ... at my expense”.

five days, I will send you the gold and then you do what you can.

Commentary

This letter presents several difficulties. First of all, it is the only letter exchanged between Puzur-Abih and Nabi-Suen that I know of. The identity of both men is unclear. Šu-Suen was one of the sons of Innaya and a summary of what is known about him has been given by Michel;⁵ the available evidence does not contain any reference to this particular episode. Note that the name of Šu-Suen's father is here written *e-na-a*, a spelling that can be added to the variants *i-na-a*, *i-na-a-a*, and *in-na-a*.⁶

The main difficulty lies in understanding the major part of the letter, which concerns the sale of a servant of Puzur-Abih. The servant by the name of Halkiašu⁷ went, apparently by his own initiative, to Šu-Suen. Šu-Suen then sold him to another Assyrian called Amur-Šamaš, from which it appears that Šu-Suen acted as a lawful owner. This implies that “he went” means that Halkiašu sold himself to Šu-Suen. The motive for the sale may have been that Halkiašu was indebted, but this is a mere guess and the precise background is unknown. It appears that this sale happened without the prior consent of Puzur-Abih. By this sale, Halkiašu became part of the household of Amur-Šamaš and his status changed from being a servant (*šuhārum*) to a slave (*wardum*), although the words were used interchangeably and *šuhārum* can also denote a slave in Old Assyrian.⁸ The transaction between Šu-Suen and Amur-Šamaš seems to have been a regular sale, but it is unclear whether in the case of a self-sale a sale contract was always drawn up.⁹ However, a daughter of Puzur-Abih made an offer to buy (for this translation, see below) the servant, but this was rejected because “the servant broke the contract”. Next, the sender of the letter offers to help Puzur-Abih: if Puzur-Abih so orders, he will transfer Halkiašu to the Karum, probably the assembly in Kanesh, and make an offer to buy him there. The following section dealing with Adad-hussanni seems to be unconnected from the preceding one.

Part of the letter CCT 5, 1a, which is quoted below as text 9, offers a parallel which may throw some light on the section dealing with Halkiašu. It concerns a slave (*wardum*) called Šalim-beli who offers himself for sale, but the moment the son of the man wishing to buy him declares his intention “to empty the container”, he is frightened and the sale is halted. Nevertheless, the man still wants to buy him and will then count him among his ‘servants’ (*šuhārum*).

The expression *qablītam erru’um*

The key term in this letter is the expression *qablītam erru’um* “to empty the container” and although this translation may be imprecise, it is used here for the sake of convenience. The expression is not discussed in recent studies into Old Assyrian law,¹⁰ with the exception of an interpretative translation offered in Kienast 1984, or into symbolic acts.¹¹ The expression is attested in the context of the purchase of houses, for example in the letter TC 2, 2 (2): (12) *šu-ma lá ku-a-tí ša-im-šu-nu* (13) *ú mu-ri qá-*

⁵ Michel 1991, I 135-137.

⁶ Michel 1991 I, 40.

⁷ For this name, see Kloekhorst 2019, 128.

⁸ De Ridder 2017, 54.

⁹ For such a contract, see Farber 1990.

¹⁰ Such as Hecker 1980a and 1980b; Veenhof 2003; Hertel 2013.

¹¹ Malul 1988.

áb-li-tim (14) *ú-li-ba-ši* “Apart from you there is no buyer of them (the house plots) or someone that empties the container” – distinguishing the buyer from one that ‘empties the container’. Previously, the participle *mu-ri* was derived from the verb *arû* “to lead, bring” in CAD A 313-314 s.v. *arû* A 1b-2’ and CAD Q 6 s.v. *qablītu* 4. However, Von Soden, AHW 887a s.v. *qablītu* 1a, differed from this analysis and booked the forms under the D-stem of *erû* V D 3 “ausräumen, leeren”. Kienast translated “to make an offer” (“ein Angebot unterbreiten”) in his edition of texts 2 and 7.¹²

A very different interpretation was given by Postgate, who situated the expression in the context of accounting.¹³ Postgate also translated *erru'um* “to uncover”, which one could understand as producing documents of ownership to support a possible right to pre-emption. However, the verb is not otherwise used with tablets.

Let us consider the other attestations of this expression:

(3) Prague I 502 (letter to Innaya from Aššur-malik), 8ff.: “We hear that they discuss selling the house of Kura for about one or two minas of gold and we also hear from your brother Šu-Kubum that they discuss the sale for about one or two minas of gold. Keep yourself informed over there! Don’t you know that colleagues do not give each other even one mina of silver at interest? Let nobody borrow gold (to pay for the house) now that there was no one who ‘emptied the container’ ((22) *ma-ma-an* KÙ.GI (23) *e il₅-qé-ma : mu-ri-i* (24) *qá-áb-li-tim* (25) *ma-ma-na : [ú]-lá ib-ši*)”.

(4) CCT 4, 24a (letter to Innaya from Taram-Kubi), 26ff.: “[The house of Ku]ra has been sold to Enna-Suen son of Kurara. Ikuppiya went to Enna-Suen and said: Innaya is your friend, leave it, don’t hurt me by buying it. He replied: Because he treated me well and I earned silver, I will buy and buy. He bought it. Lamassi went to Ušur-ša-Aššur and the son of Innaya and said: Do something! Let us take silver from a merchant’s office and ‘empty the container’ or you (pl.) empty (it) and it will count as a favour ((39) *um-ma ši-it-ma : i-zi-za-ma* (40) KÙ.BABBAR : É DAM.GÀR *lu ni-il₅-qé-ma* (41) *qá-áb-li-tám : lu nu-ri* (42) *ù-ul a-tù-nu-ma : e-ri-a-ma* (43) *lu gi-mì-lúm*)”.

(5) Kt. a/k 343 (testimony; unpubl. Ankara): (5) ... *a-na* [...] (6) URUDU *ši-ki-im 2 wa-ar-de₈-[e]* (7) *ša a-bi-kà kà-ru-um [dī-nam]* (8) *i-dī-na-[am] : šu-ma [a-na]* (9) *ša a-bi-kà qá-BU-li-[tám]* (10) *tù-ra-a e!-ri-i : lá ki-am* (13) *a-ma-lá dī-in* (12) *kà-ri-im ši-im-šu-nu* (13) *dī-nam* ... (14) *mì-ma qá-áb-li-tám* (15) *ú-lá ú-ra ú mì-ma* (16) *ši-im-šu-nu ú-lá a-da-[na-kum]* (17) *wa-<ar>-de₈-e a-šar li-bi₄-[kà]* (18) *dī-in* “(A. said to E.:) The trade colony passed a verdict for me about the (quantity of) *šikkum* copper (being the value of) two slaves of your father. If you will empty the container for (the property) of your father, do so! Otherwise, give me their price in accordance with the verdict of the trade colony. (E. replied:) I will not empty any container and I will not give you their price at all. Sell the slaves wherever you please.”

(6) Kt. a/k 605 (sale contract; unpubl. Ankara): “Atata and Ennam-Aššur, sons of Aššur-dan, sold (*ana šīmim iddinū*) a house to Ušur-ša-Ištar. They said: It is our father’s house. Instead of Puzur-Aššur, Aššur-

¹² Kienast 1984, 86, texts (k) and (i), and footnote 92.

¹³ Postgate 2003, 131 with n. 11: “(U)ncovering the jars’, which evidently meant taking out all the previous period’s records and compiling them into a statement of the current mutual obligations.”, but cf. Dercks 2004, 193 n. 520.

malik, and Aššur-imitti, they emptied the container (14-15: *qá-ab-li-tám, ú-ri-ú*). The sons of Aššur-dan, Atata and Ennam-Aššur, have been fully paid (*kaspam šabbuū*).”

(7) RA 58 Sch 22 (letter from Šu-Hubur to Pušuken): (3) *É-tám ša té-hi-kà ša É DINGIR-ma-/lik* (4) *i-du-nu : um-ma né-nu-ma* (5) *qá-ab-li-tám : nu-ra* (6) *a-na-ku a-ni-ša-am ú-ša-am-ma* (7) *É bé-tám ú-lá ta-dí-in* (8) *wa-ar-ki-a : ša ki-ma ku-a-tí* (9) *ù ša ki-ma : i-a-tí i-na-hi-du-ma* (10) *É bé-tám i-lá-qé-ú-ni-kum* “(As for) the house next to you, which the family of Ili-malik is selling, we said: We will empty the container. When I left hither the house was not sold. After my departure your representatives and those of me will take care to obtain the house for you.”

But the expression also figures in the purchase of slaves:

(8) AKT 6c, 562 (letter to Adida, Ali-ahum, and Kukkulanum from Puzur-Aššur): (4) *šu-ma A-da-a* (5) *IR : ša A-bu-bu* (6) *En-na-Sú-in me-ra-šu* (7) *a-na ší-mì-im* (8) *i-ša-qal IR-dam* (9) *le-qé-a-ni-šu* (10)¹⁴ *i-na qá-tí* (11) *ša-ni-im qá-ab-li-/tám* (12) *e-ri-a* “If – with respect to Adaya, Abubu’s slave – his son Enna-Suen is ready to sell him, then take him (as) slave for me. Empty the container into the hands of another.”

(9) CCT 5, 1a (letter from Innaya to Ennam-Aššur, Ikuppiya, Šu-Hubur, Aššur-nada and Kuzizi): (4) ... *a-dí : 5-ší-šu* (5) *áš-pu-ra-ku-nu-tí um-ma a-na-ku-ma* (6) [ÌR] *Ša-lim-be-lí : ša-ab-ta-ma* (7) *šé-ri-a-nim : a-tù-nu : ta-li-kà-ma* (8) *ku-nu-tám-ma : té-pá-ša : ÌR KÙ.BABBAR* (9) $\frac{1}{2}$ *ma-na : a-na ni-qí-a* (10) *ú-kà-il₅-ma : um-ma šu-ut-ma* (11) *ù a-na-ku : lu ÌR-sú-ma um-ma* (12) *I-ku-pí-a-ma : : qá-ab-li-tám* (13) *ú-ra : ÌR : ip-ri-id-ma* (14) *pu-uz-ra-am : i-ša-ba-at* (15) *ù KÙ.BABBAR : ù-lá i-ta-áš-qal* (16) *a-ma-kam tup-pá-am ša kà-ri-im* (17) *a-na wa-bar-tim : A-šùr-na-da* (18) *na-ší : i-na ša-ha-at* (19) *A-šùr-na-da : i-zi-za-ma* (20) *ki-ma : ÌR : lá i-ša-lu-ú* (21) *šé-ri-a-ni-šu : ù-ul šu-ma : li-bi-/ku-nu* (22) *ki-ma : i-na pá-ni-tim : $\frac{1}{2}$ ma-na* (23) *KÙ.BABBAR ú-kà-i-lu : li-dí-na-ku-nu-tí-ma* (24) *ù ÌR : a-šu-mi-a-ma : lu-ší-ib* (25) *ù i-na IGI wa-bar-tim : ša-zi-za-ma* (26) *ma-ma-an lá i-tá-hi-šu-um* (27) *i-nu-mì : šú-ha-ru-ú-a : i-lu-ku-ni-ni* (28) *i-ša-ha-tí-šu-nu : li-zi-iz-ma* (29) *iš-té-en ù ší-na : TÚG.HI.A* (30) *li-dí-nu* “(4-7) I wrote to you up to five times: Seize the slave Šalim-beli and bring him here! (7-8) (But) you went (away) and attended to your own business. (8-15) The slave proposed (that I pay) half a mina of silver as my initial payment (‘offering’) and said: I am certainly his slave. Ikuppiya¹⁵ said: I will empty the container. The slave became afraid and went into hiding. And the silver has not been paid. (16-18) Overthere, Aššur-nada is bringing a tablet of the trade colony for the trade station. (18-21) Assist Aššur-nada and bring the slave here to prevent him from cheating. (21-24) Or, if you wish, since he proposed half a mina of silver earlier, let he (i.e. perhaps Aššur-nada) give it to you (pl.) and let the slave stay at my expense only. (25-26) Make (him) appear before the trade station so that nobody approaches him (with a claim). (27-30) He should assist my servants when they arrive and they should give (him) one or two textiles (as clothing).”

(10) Kt. 88/k 310 (copy of a valid deed, *mehrat tuppim harmim*; Bayram 2016 no.1 = Bayram 2018 no.4): (6) *2 ší-ta a-ma-tim Kà-áp-zi-a* (7) *ù Šu-pí-a-ni-kà ša-nam* (8) *ù kà-lá-pá-am a-na* (9) *1 ma-na 7 $\frac{1}{2}$ GÍN KÙ.BABBAR* (10) *Pì-lá-ah-Ištar DUMU A-šùr-SIPA* (11) *a-na Dan-A-šur DUMU Puzur₂-*

¹⁴ The reading of line 10 is certain in view of the same wording in 10.

¹⁵ Ikuppiya is the son of Innaya.

A-šur (12) *i-d[i-in ù] i?-[n]a?* (13) *qá-ti Dan-[A-šù]r DUMU Puzur₂-A-šur* (14) *E-[zi-ib-t]um DUMU. SAL* (15) *A-gi-a qá-áb-li-tám* (16) *tù-ri a-na a-ma-tim* (17) *ša-nim ù kà-lá-pì-im* (18) *ma-ma-an a-na E-zi-ib-tim* (19) DUMU.SAL *A-gi-a ú-lá* (20) *i-tù-a-ar* “Two slave women, Kapzia and Šupianika, a cauldron and an ax, Pilah-Ištar son of Aššur-re’i sold to Dan-Aššur son of Puzur-Aššur for 1 mina 7 ½ shekels of silver. Then, Ezibtum daughter of Agia emptied the container into the hands of Dan-Aššur son of Puzur-Aššur. No one shall make a claim concerning the slave women, the cauldron or the ax from Ezibtum daughter of Agia.”

The context of qablītam erru’um

It appears from this evidence that the individuals that are the subject of the verb *erru’um* often are children or other relatives of the owner of the goods, or others acting as representatives. In **4**, Lamassi, Ušur-ša-Aššur, and Innaya’s son Ikuppiya wish to act on behalf of Innaya to nullify the sale of a house of Kura to Enna-Suen son of Kurara. In **10**, Ezibtum daughter of Agia acquires the items from the present owner, Dan-Aššur. The goods had belonged to her former husband. Ezibtum means divorcee and her real name was Tatana, as argued by Bayram. Tatana daughter of Agia was married to Pilah-Ištar son of Aššur-re’i (see AKT 7A, p.51). In fact, two slave women are among the possessions of Pilah-Ištar’s paternal estate that he can take from his wife Tatana after settling a debt according to Kt. 88/k 455 (Bayram 2018, 36). By contrast, in **9** it is the son of the potential buyer who is the subject of the verb and in **7** there seems to be no clear family tie between subject and owner.

The object of the transaction is said to be part of the paternal estate (*bēt abim*) in **5** and **6**, but no mention of the paternal estate is made in texts **1**, **4**, **9** and **10**.¹⁶ Whereas at first sight it seems that the subject of the verb exercises a right of pre-emption based on the recovery of alienated family property, in other cases there is no clear connection between the subject and the goods for sale.

In **6**, apparently the sellers of a paternal estate ‘emptied the container’, whereas another person buys it. Key to the understanding of this text is the identity of Puzur-Aššur, Aššur-malik, and Aššur-imitti, which can only be incompletely understood here. As there is only a single buyer, he cannot be meant by the plural form *ú-ri-ú*. Aššur-malik and Aššur-imitti could, perhaps, be the buyer’s brothers, but then the role of Puzur-Aššur is unclear. For that reason, I prefer to consider the three men to be brothers of the sellers, who are represented (*kīma*) by Atata and Ennam-Aššur. Note that BIN 4, 93, a letter from Puzur-Aššur to Atata and Aššur-malik, shows those three men to be working closely together. The mention of the clause means that the brothers were able to ‘empty the container’, introduced by the statement about it being their father’s house, but refrained from actually buying the property, thus leaving it to Ušur-ša-Ištar. The clause then has been included in the contract to guarantee that the brothers will not ‘empty the container’ in future.

The meaning of qablītam erru’um

Texts **2** and **5** bring us closer to understanding the expression because they show an opposition between ‘emptying the container’ and ‘buying’. In **5**, a verdict of the trade colony offers the son of the previous owner the possibility to ‘empty the container’ or to make the necessary payment (*šīmšunu tadānum*) to obtain the slaves. It makes no sense if the first option simply entailed payment of the same

¹⁶ For the Old Assyrian paternal estate, see Hertel 2015.

amount of money as he would have to pay in the second, but what constituted the difference is unclear to me. The son refuses both options and thereby relinquishes the right to buy the slaves. Likewise, no mention of payment is made in **10** and ‘to empty the container’ seems sufficient to acquire ownership of the goods. Then again, ‘to empty the container’ was followed by a payment in **9**, and money could be borrowed in preparation of it in **4**.

‘To empty the container’ expresses an intention to buy in **7**. The expression is never part of the sale formulary, but can occur as part of a declaration quoted in a sale contract, as in **6**.

Conclusion

A possible legal basis for ‘emptying the container’ would, when relatives of the previous owner make the purchase, be redemption or, where that does not apply, pre-emption. Yet, none of these possibilities seems correct. Old Assyrian documents about redemption contain a form of the verb *paṭārum*,¹⁷ which never occurs in the texts discussed above. This seems to exclude the possibility that the expression ‘to empty the container’ refers to redemption.

Pre-emption, or ‘the purchase of or right to purchase property in advance of or in preference to others’ (www.collinsdictionary.com/dictionary/English/pre/related) would fit in those instances where family members are given the opportunity to buy property. However, in other cases no characteristic is discernible that distinguishes such buyers from any other potential buyer.

Instead of resulting from a legal right of redemption or pre-emption, ‘to empty the container’ seems to constitute a legal category that differed from the simple act of buying to obtain ownership of a good. It expressed a willingness to buy (confirming Kienast’s translation, see above), leading to a claim on the good and the obligation to make the necessary payment in order to obtain full ownership – by relatives of the former owner but also by outsiders. The fuller expression may be *ina qāti PN qablītum erru’um*, which is attested in **8** and **10**. In **10**, the ‘hands’ are those of the present owner, but in **8** of another person (was the seller a minor?). Garelli suggested that *qablītum* was a container in which money was kept,¹⁸ and the expression may go back to a symbolic act in which those who bought the object emptied a container with money into the hands of the owner. The absence of this expression in Middle- and Neo-Assyrian texts demonstrates that it did not survive the Old Assyrian period.¹⁹

¹⁷ Veenhof 2003, 464; Veenhof 2020.

¹⁸ Garelli, RA 58 (1964) 127-128: “un coffre-fort ou une cassette, et par extension, de l’argent qu’ils contenaient?”

¹⁹ There is no connection with *qablītum* in *qablīt šanīm mullūm* known from two Old Babylonian texts. The first is §38 (A iii 23-25, B 7-9) of the Laws of Ešnunna, which reads in the translation of Roth: “If, in a partnership, one intends to sell his share and his partner wishes to buy, he shall match any outside offer (*qablīt šanī(m) umalla*).” The various interpretations were examined by Yaron (1988, 228-232), who noted that “(t)he true purpose of the section is to regulate the payment due”. Yaron argued that the correct interpretation was already given by Böhl (1949/1950, 103), who translated *qablītum* “the average” price (“het gemiddelde”). Accordingly, the meaning of the paragraph is that in order to prevent abuse of the power of pre-emption, the brother who buys “would have to pay the average price which an outsider might be willing to pay. If not ready to do so, he would forfeit his power of pre-emption.” This interpretation also fits in CT 29, 9b (= AbB 2, 136) 8-12 “I rented a field but the field is too much for my partner. I will fill the *q.* of an outsider (12-13: *KA-ab-li-it, ša-ni-im lu-ma-al-li*).” Frankena (the editor of AbB 2) translated: “Ich bin bereit es von ihm zu übernehmen”; Böhl 1949/1950, 103: “Ik wil de andere helft betalen”. This means that the writer of the letter intends to buy his partner’s share at a fair price.

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