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CLAUS WILCKE

Early Ancient Near Eastern Law  
A History of its Beginnings  
The Early Dynastic and  
Sargonic Periods

Vorgelegt von Herrn Dietz Otto Edzard  
in der Sitzung vom 4. Juli 2003

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*For Joachim Krecher  
who once introduced me to Akkadian  
STT 2:400,46: 70 ūmū arkūtu*

## Preface

These pages are based on the original version of a contribution intended for a compendium of the “History of Ancient Near Eastern Law”, Handbuch der Orientalistik 72, Leiden 2003 (HANEL) from the beginnings in the 4<sup>th</sup> millennium B. C. down to Hellenistic Times in the 4<sup>th</sup> and 3<sup>rd</sup> century B. C.

The chapter on the 4<sup>th</sup> and 3<sup>rd</sup> millennia before the advent of the 3<sup>rd</sup> Dynasty of Ur in the 22<sup>nd</sup> century B. C. grew too detailed and too long to find room between the covers of the planned book Raymond Westbrook was to edit. He very generously and effectively distilled a highly condensed and much abbreviated version from my MS in a size just acceptable for the publisher’s. He suggested that this long version be published, too, with its arguments on philological details relevant for the legal interpretation of the sources. Raymond Westbrook also kindly gave liberally much of his precious time and, “with a light hand”, corrected my rusty English. He also contributed suggestions for the interpretation of some problematic documents. I cannot express in words the many thanks I owe him for his efforts. The mistakes are, of course, mine.

Some smaller changes and corrections of the contribution to HANEL could be made, additional material could be included and an introduction and indices were added; the chapter on treaties and international legal relationships left out in HANEL was kept.

★ ★ ★

A study like the one presented here would be impossible without the ground-breaking work of others who first edited, analysed and studied the documents forming the basis of the systematic picture tentatively drawn in the following chapters – tentatively because of our still limited understanding of the grammar and lexicon of the Sumerian language as well as of the already better known Old Ak-

kadian dialect. Tentatively, too, because of the fragmentary state of preservation of our sources and of the much scattered documentation over time and space in southern Mesopotamia.

Foremost among those who prepared the ground stands Dietz Otto Edzard, who in his “Sumerische Rechtsurkunden des 3. Jahrtausends vor der 3. Dynastie von Ur” of 1968 gave the scholarly world an exemplary edition of the then known legal documents from the 3<sup>rd</sup> millennium B. C. Only 6 years later, Joachim Krecher’s “Neue sumerische Rechtsurkunden des 3. Jahrtausends” (1974 a) could add a greater number of new sources, which he further analyzed in detailed studies (1974a-b; 1980).

Documents in the Old Akkadian dialect from Northern Babylonia and the Diyala region, many of them recording contracts and other legal affairs, have since 1952 been published and in the first place linguistically analyzed by Ignaz J. Gelb, especially in the five volumes of his “Materials for the Assyrian Dictionary.” It was again Gelb who together with his pupils P. Steinkeller and R. M. Whiting provided researchers of ancient societies with a monumental work on “Earliest Land Tenure Systems in the Ancient Near East: Ancient Kudurrus,” published postumously in 1991.

In recent years, P. Steinkeller has also considerably contributed to the field of research with newly published and edited texts and their study.

But for these scholars – and others as well – and their basic work, this study would not have been possible. If in several cases I propose a reading or understanding different from their earlier one, the new interpretations could never have been found without their many insights into the writing system, form, structure, lexicon and grammar of these texts. It is to them that I extend my sincere thanks.

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## Introduction

a) Investigating the early legal institutions of Ancient Mesopotamia, I followed the chronological order of their documentation on clay and stone, in royal declarations, administrative texts from the archives of the great public households and, above all, in sources recording transactions of private law preserved as single documents and included in registers collecting many such documents in abbreviated form.

b) The geographic distribution of this documentation becomes more and more relevant with the progress of time, especially in the discussion of purchases. In the Fāra period (27<sup>th</sup> century B. C.), we observe differences between northern texts (from Kiš) and those from the South (from Fāra, perhaps also from Uruk and of unknown provenances) recording the acquisition of fields and houses. After the Fāra period and especially during the Old Sumerian period beginning with Urnanše of Lagaš (ca. 2500 B.C), and in Sargonic times (from 2340 to the middle of the 22<sup>nd</sup> century B. C.), purchases of immovable and, later, movable property show different formulaic structures which in addition to their variance over time may roughly be ordered into three geographical groups:

- a northern one comprising the Diyala region east of the Tigris and in Babylonia proper the area of Sippir, Kiš, Mugdan and Dilbat,
- a Central Babylonian one with the cities of Nippur, Isin, Adab and – for one single text – Umma,
- the Province of Lagaš with its capital Ĝirsu in the south east.

The southern cities Uruk, Larsa and Ur did not provide relevant materials for the period in question.

c) This study attempts to reconstruct the documented legal institutions of the early periods of Ancient Mesopotamia, from the invention of writing until the onset of the well documented 3rd Dy-

nasty of Ur. But it is – in agreement with the author’s training and interest – to a very great extent a philological one.

c 1) In order to provide the reader with as much information as possible, Sumerian texts and phrases have in the traditional way been transliterated sign-by-sign in linking the readings of the signs forming a word (i.e., the logographically written lexeme and the syllabically written morphemes) by hyphens. Signs with uncertain reading are in the traditional way transliterated in small capital letters.

c 2) In addition, a variant of this system is used in the discussion of terminology and in the transcription of names. Here I add in final position of “words” mute consonants (mostly stops) to the sign-by-sign transliteration after a period (types *du<sub>11</sub>.g* “to say,” *hamtu*-base; *lú inim-ma.k* “people of word(s) = witness(es)” and the name *Iri-kagina.k*).

c 3) The nominal and the verbal part of compound verbs are linked by a double hyphen (types *šu–ti* “to receive” and *di.d–ku<sub>5</sub>.r̂* “to judge”).

c 4) Thus even in the discussion of terminology a purely morphological transcription (type */lú inim-ak/* “people-word-of” = “witnesses”) has been avoided (in favour of a transliteration trying to preserve the graphemic level of the text and at the same time aiming at providing morphological and phonological information) – for the obvious reason that the earlier the texts the greater the gap between the morphemic structure of the words and their graphic representation and the greater the uncertainties of reconstructions in view of possible developments in the language.

d) Some of the results of this study surprised me and may surprise others.

d 1) In the law of sale, purchases of movables and immovables are distinguished almost from the first example of a written sales contract for a movable object onwards.

d 2) From late OS times, i.e., from the early 24<sup>th</sup> century, comes the first documentation of a distinction between ownership and possession, which becomes more prominent in the 23<sup>rd</sup> century under the kings *Narām-Su’en* or *Šar-kali-šarri* of Agade.

d 3) Whereas the concept of sales contracts made step by step with payment resulting in the creation of ownership, i.e., the concept of the “cash sale,” was generally accepted for the Ancient Near East, we find at Isin an OS purchase on credit and an explicit statement from Sargonic times – perhaps from Isin, too – that after full payment the seller could still withhold the property purchased and would in this case only be obliged to pay interest on the price received.

e) I cannot discuss here in detail the theories G. Selz (2000) very recently put forward on the ‘genesis of Mesopotamian concepts of law between planned economy and property conditions’:

“Wirtschaftskrise – Legitimationskrise – Staatskrise”: zur Genese mesopotamischer Rechtsvorstellungen zwischen Planwirtschaft und Eigentumsverfassung.

I assume that “Eigentumsverfassung” is intended to mean ‘state of ownership.’ (It cannot be understood as ‘constitutional rights to property’). Here I shall only cursorily touch on them since they were published in a respected journal.

The two notions of “planned economy” and “ownership” belong to different sets of categories. I cannot see them opposed to each other, and I find it rather difficult to understand the logic behind the ideas expressed on the genesis of legal relationships in general in ancient Mesopotamia and of property, especially of private property, in particular.

e 1) Selz himself (§ 5) has reservations when following his authorities Meillasoux and Bernbeck in the reduction of the origins of legal relationships to a single source, i.e., to an original system of obligations including (compensation for) offences (German “Schuld” meaning “obligation” and “guilt”), but he sees it as a useful starting point. This example demonstrates the basic difficulty his arguments create for the reader. Claiming to discuss Mesopotamian conditions of the 3<sup>rd</sup> millennium B. C., he at the same time describes at length, and on the basis of extensively quoted secondary literature, developments which may or may not have taken place in early phases of society formation – mostly, as it seems, before the neolithic revolution, thousands of years before the period under discussion.

e 2) The notion of writing playing a crucial role in the process of the objectification of economy and law (§ 1) causing their differentiation (thus the summary) and the idea that writing, again, was essential in regulating control and power in debt relationships (§ 15) is, in my eyes, anachronistic throughout.

e 2aa) Selz admits that means to control the economy (and thus its objectification) existed long before writing was invented. Writing certainly brought a great step ahead for administrative purposes and it undoubtedly enormously facilitated the implementation of administrative law in daily practice. We can be sure that these aims were crucial incentives for its invention. But the economic system and the legal rules applying to its administration predated writing for a long time, and nothing indicates that writing materially changed them.

e 2 ab) Selz also discovers (§ 5) the truism that the control of economic processes by means of written accounting not only applies to past transactions but also serves as a means for planning future activities. But the same applies to the previous non-written forms of accounting as well. The enormous changes writing brought about for advance economic planning were gradual, not material.

e 2b) Written loan contracts and other documents belonging to the law of obligations are among the latest in the history of the written documentation of legal transactions and clearly show that writing was in no way a necessary or important factor in the formation of contracts and certainly not so for the development of the law of obligations. In addition, the idea of documentary evidence playing any role in early litigation (§ 16) equally lacks any evidence at all before the Ur III period when we find, e.g., a slave bringing a tablet to the judge as evidence of her and her sisters' manumission (Falkenstein 1956 I p.72 ff.; especially II no. 205:27–42). Even then written documents play an infinitely small role in the assessment of evidence.

e 3) The idea of private loans emulating loans from public institutions apparently assumes that legally binding contracts or transactions became possible only with the advent of an institutional administration. It also seems to be based on a concept of the Ancient Mesopotamian Society according to the – as far as I see –

obsolete model of the “*cité temple*,” a model Selz upholds even if he admits that it did not apply universally and that there was a private sector outside the public institutions. It is simply inconceivable that the legal institution of private loans only came into existence after that of loans granted by a public institution. Or should one assume that there were no legal transactions at all between family households and their members prior to the formation of institutional households, i.e., of city states and temples, and their rule over the private households? Should one assume that the institutional households preceded the private ones? And when would they have done that?

e 4) With respect to the emergence of the concept of ownership, and of private property in particular, Selz, again, mixes theories on the formation of society (the plausibility of which is not at issue here) and the description of historical evidence. This relates especially to his view of individual property rights as restricted to objects (tools) of personal use.

e 4a) The concept of an essential role of writing in the development of individual ownership is, again, anachronistic. For about half a millennium writing is used outside the public sector, i.e., the spheres of administration and teaching, only for transactions involving landed property (and in 2 cases of the exchange of marital goods involving animals, too). And the earliest written documentation of such transactions is found on votive gifts, i.e., on objects without any practical use in a cause before a human judicial authority.

e 4b) It also seems anachronistic to contrast the modern concept of the exclusiveness of ownership with conditions of the 3<sup>rd</sup> millennium B. C. (§ 16–17) if the different social conditions and the different types of evidence available are not taken into account. Even today’s notion of the exclusiveness of property does not exclude restrictions to its use imposed by the society (organized in the form of the state) and even the state’s right to confiscate it.

e 4ca) The assumption of communal ownership of property, especially of landed property, held by ‘a family, a clan or a temple’ (§ 16) and that “personal property in land developed relatively late, at least in the modern sense of an asset owned irrevocably and disposable at will” (§ 17 quoting Hudson 1996, 46) may apply to

prehistoric times. It just misses the point in historical periods since according to documents from the 3<sup>rd</sup> millennium ownership was generally held and made use of by heads of nuclear families. And individual members of a family – attested for wives and, certainly in Ur III, but probably also pre-Ur III (see below note 196), for daughters – could hold and exercise property rights owned by them separately. The witnessing members of an extended family attested in sales contracts are possible claimants of inheritance rights in the same way as inheritance may in our days be claimed by relatives of different degrees of relationship.

E 4cb) All contracts – relating to the law of property, to the law of obligations and to family law as well – are made by individuals (see below, 8.0). Purchases of institutions (state or temple) and loans handed out by them are well known from the accounts at these institutions. But no document shows an institution as a party to a contract. It is rather the head of the institution, who holds it as a prebend – or one of its agents – who enters into a contract and who acquires the rights and the obligations resulting from it. It therefore seems safe to assume that all rights, e.g., to property and claims, and all obligations were bound to individuals and could be passed on to their heirs. It is doubtful whether they could also bind their successors in office, if these came from a different family. The idea of rights held and exercised by institutions – be it state, temple, clan or family – does not agree with the evidence available and may be considered an anachronism.

e 4d) A difference between ownership and possession (§ 18–23) may indeed be observed in OS and OAk times (see below, e.g., 6.1). But it has nothing to do with the difference between the expressions *níg* (*ú-rum*) + possessive pronoun or genitive of a name or noun – or its stressed form, the genitive compound of *níg* + (*ní* + possessive pronoun) – and the term *níg-ga.r* + possessive pronoun or genitive attribute. (Note that “*níg-ní-bi/gu<sub>10</sub>* «Dinge/Sache von ihm (Sachklasse)/von mir selbst»” – so Selz in § 18 – is ungrammatical; the texts quoted correctly use the genitive and say *níg ní-ba.k/ġá.k*.) The term *níg-ga.r* like its Akkadian equivalents *makkūrum* and *namkurum* when used technically designates “capital or goods held in a managerial capacity”, i.e., capital or goods invested by one or more partners – one

of them often the managing agent, generally a travelling merchant – in a joint enterprise and entrusted to the agent. The same construction applies when an official (i.e., a prebend holder) uses his or her own (níĝ ú-rum) and public property (“of the palace”) as in the example VAS 25, no. 74 quoted by Selz on pp. 13 f. and 42–43. Whether níĝ-ga.r was used in a broader sense in the documents referring to the estate of women (that of the princess Géme-<sup>d</sup>Ba-ú.k in the texts VAS 25, no. 75 and VAS 27, no. 26 quoted by Selz in § 20–21 and on p. 38–41 (see, in addition, the references he collected in FAOS 15/1, p.195 and 15/2 p. 632 f.), and in Westenholz 1987, no. 75, 15–17, see below 6.2.3.3 with note 218) and in those discussed by Maekawa 1996 and 1997 (referred to by Selz in § 19–23) or rather with this technical meaning needs further corroboration.

[Addition to the proofs, October 28<sup>th</sup>, 2003: Hans Neumann’s „Recht im antiken Mesopotamien“ (in U. Manthe, ed., *Die Rechtskulturen der Antike. Vom Alten Orient bis zum Römischen Reich*. München 2003, p. 55–122) reached me too late to be discussed in detail. We agree on many aspects of the early periods, but on some we don’t. In pointing out this dissent, I in no way want to impair his important contribution. Yet, I cannot accept his historic-materialistic understanding of law, and especially so of early Ancient Mesopotamian law, as “politische Überbauerscheinung staatlich organisierter und sozial differenzierter Gesellschaften” (p. 61). I see law – and in this I lean to a more Durkheimian view (to go back to another remote authority) – rather as the basis society (irrespective of any chosen theoretical concept of society) is formed on and on which and together with which it develops in mutual influence. All interaction of individuals and all exchange of material or symbolic goods within a given society depends on the existence of an accepted and sanctioned set of rules, i.e., law. I therefore totally agree with R. Westbrook’s opening words in HANEL (p. 1) “Law has existed as long as organized human society. Its origins are lost in the mists of prehistory ...”. And I regard it as subjective and somewhat eurocentric to differentiate special “Frühformen des Rechts” as “traditionell-gentil” for periods before the existence of ‘states’ or societies not organized in ‘states’ (p. 61). – We again agree in observing ‘state’

(or state-like) structures in 3<sup>rd</sup> millennium Mesopotamia (and I think, already much earlier), but I am not convinced that the advent of ‘territorial states’ had a decisive influence on the development of private law (p. 61; 69ff.). ‘State’-controlled sanctions (especially when applying to a greater territory) are certainly helpful in enforcing private law and may facilitate its use *in praxi*, but they are not a necessary condition for its development. Furthermore, the inability to clearly recognize and describe supraregional structures before the advent of the Sargonic Period and its immediate precursors should not lead us to assume that there was no supraregional ‘state’ or state-like structure in lower Mesopotamia in the late 4<sup>th</sup> and early 3<sup>rd</sup> millennium at all – even though the intensity of central control may have varied very much over time. In addition, the notion of ‘territorial state’ needs definition in the context of Ancient Near Eastern political history. Does the term adequately describe the political and administrative structures of the 3<sup>rd</sup> and early 2<sup>nd</sup> millennium B. C. and did ‘states’ of these periods control territories or rather islands within territories, i.e., islands concentrated around urban centers, and major communication highways and canals connecting them? OB particularism and the widespread economic activities of Old Assyrian traders both demonstrate the independence of private law from supraregional administrative structures in the Ancient Near East. – Another point of dissent is Neumann’s (tentative) assumption that the development documented in the purchase-documents from Šurup-pak (Tall Fāra) would seemingly correspond to “siedlungsgeographischen und damit auch politischen und sozialökonomischen Veränderungen in Südmesopotamien in der 1. Hälfte des 3. Jt. v. Chr. ..., so daß wir hier möglicherweise den juristischen Ausdruck von gesellschaftlichen Umbrüchen größerer Dimension vor uns haben” (p. 68). I do not doubt the obvious changes in settlement patterns and the economic and social changes that must have accompanied them. The transactions documented may – at least in part – result from them. But I fail to see the documentation itself and its juristic form as a result of these changes. This documentation rather results from an important step forward in the development of the writing system which in this period for the first time allows to commit to writing and thus makes independent from its



individual bearer many kinds of complex information which up to that time could only be stored mentally in personal memory, e.g., religious and poetic texts, epic narratives, admonitions, proverbs and also contracts. The Šuruppak documents mark the beginning of an era with a new quality of communication. Economic, social and – perhaps – political changes happen at about the same time. But they are not instrumental in its creation.]

## 0. Late 4<sup>th</sup> and Early 3<sup>rd</sup> Millennia (Uruk IV, Uruk III and ED I and II)

### 0.1 Earliest Written Records Relating to Matters Legal

Writing was invented at the end of the 4<sup>th</sup> millennium B. C. (in archaeological terminology: in the Uruk IVa period). It is (perhaps) first documented at Uruk (Warka)<sup>1</sup> in southern Mesopotamia, more than a millennium after the advent of urban civilisation in this area with a society based on the division of labour. By that time the societie(s) of Ancient Mesopotamia could look back on a long, yet undocumented history of both, public and private law.

The newly developed means of communication beyond the limits of time and space starts a rich flow of records written on clay tablets. Public institutions document responsibilities for the production and transfer of goods and for the administration of public property and labour. How responsibility was enforced and sanctioned can only be inferred from later sources. At the same time there begins an equally rich tradition of texts used to teach the system of writing. In this early period these take the form mainly of encyclopaedic word lists arranged in semantically related and often hierarchically ordered groups (Englund 1998, 82–110).

#### *0.1.1 High Office*

One of the best documented among these still poorly understood school texts lists administrative, priestly and professional offices and functions: ED LÚ A <sup>2</sup> found first at Uruk (end of 4<sup>th</sup> and early 3<sup>rd</sup> millennia) and copied by pupils during the next millennium and a half in different cities of the country. This list begins with the

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<sup>1</sup> J. J. Glassner (2000), p. 151 ff. argues for Susa-texts to be earlier than those from Uruk.

<sup>2</sup> Englund, Nissen 1993, 14–19; 69–86; Civil 1969, 4–12; Wilcke, forthcoming (a).

word *nám-Ĝiš.ŠITA* (*nám-éšda*),<sup>3</sup> meaning “king(ship)” according to 2<sup>nd</sup> millennium sources<sup>4</sup>. It is followed by *nám-lagar<sub>x</sub>* (*ĤÚB*), most probably “vizierate<sup>5</sup>.” Both entries occur in (published) administrative documents of the Uruk III period<sup>6</sup>. ED LÚ A may therefore begin with a sequence of ranks similar to the OB list ‘Proto Lu’ (Civil 1969). In the early list the offices *nám-sá*, *nám-umuš* “councillor” and “adviser” follow, then *nám-iri* “city office.”<sup>7</sup>

### *0.1.2 Area Controlled and Relationship between Authorities and Commoners on Different Levels*

The realm ruled by the *nám-éšda* can not yet be determined with certainty. It may have comprised several ‘city states’<sup>8</sup> in southern and northern Babylonia. The so-called city “seal” impressions on tablets found at Tall Ġamdat Našr and at Urum (ca. Uruk III) in northern Babylonia<sup>9</sup> point to a fixed catalogue of cities representing a political unity (perhaps slightly modified at the time the “city seal” was created), a league of ‘city states’ under a central authority (of limited power) or provinces of a ‘state’.

The legal relationship between the ‘city states’ and among different public or cultic administrations, between them and their

3 Reading *ti-iš-tá-LUM* for *Ĝiš.ŠITA* at Ebla in the 3<sup>rd</sup> millennium (MEE 3, 196: Sillabario 1) and *éšda* in the canonical series Lú = *šá* (MSL 12, 93: 26 *éš-da* *ŠITA.Ĝiš.KU* = *šar-ru*). See Civil 1969, 11 f.; Wilcke, forthcoming (a). It may perhaps be derived from *√šl* (Ebla: *\*tištālum*, Mesopotamia: *\*šitālum*) or from *√šrr* (Ebla: *\*tištarrum*, Mesopotamia: *\*šitarrum*).

4 Englund 1998, 104 f. with reservations.

5 Assuming that *ĤÚB* is an early writing for the word later written *SAL.ĤÚB* = *lagar<sub>x</sub>*, a synonym of *sukkal* “vizier”, as shown by Wiggermann 1988.

6 Englund 1994, 133; 144, especially W 9656 g i 1–2 on pl. 86.

7 Rhyme forms follow: *nám-eren* etc.

8 The term ‘state’ is used here for a sovereign body politic ruled by a “king” (*lugal* = *šarrum*) and of unknown internal structure which may comprise several ‘city states’. With ‘city state’ is meant a political entity named after a city which may be independent, may with limited sovereignty form part of the ‘state’ and may in a centralised ‘state’ become a province. It is generally ruled by a “steward” (*énsi.k* or *énsi.k-ĠAR*).

9 Mathews 1993, 36–39; Steinkeller 2002.

subjects, and between the commoners themselves remains almost totally unknown. Early administrative records show (as in later periods) workers (later *ġuruš*, “able man”) receiving rations from their public employers. Their status in relation to the authority employing them is unknown. Male<sup>10</sup> and female<sup>11</sup> slaves were (according to the signs used in writing) of foreign origin, whether as booty or imported by way of trade.

### *0.1.3 Earliest Sources for Private Law*

Written documentation of early Mesopotamian private legal transactions emerges only slowly from the mist of legal prehistory. The first contours gradually materialise only about 500 years after the invention of writing, i.e., in late Uruk III or in ED I. Actions changing property rights are then recorded not for a purpose of their own but rather to invoke divine protection for them. See below, 1.4.

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<sup>10</sup> Written KUR, i.e., “mountain”, “foreign land”; in ED I–II NÍTA.KUR “mountain man”, a precursor to the later ligature NÍTAXKUR read *úrdu.d* or *ir*<sub>11</sub>.

<sup>11</sup> Written first MUNUS “woman”, “female“, later MUNUS.KUR “mountain woman“, read *géme* “slave woman“ according to later sources.

## 1. Sources of Law

### 1.1 Law Codes and Edicts

1.1.1 No law codes are attested before that of Ur-namma.k of Ur (22<sup>nd</sup> century B. C.). The OS Lagaš rulers En-metena.k and Iri-kagina.k<sup>12</sup> (25<sup>th</sup>/24<sup>th</sup> century) issued edicts against social inequity and, in the case of the latter, the alleged abuse of administrative power. En-metena.k uses the technical term /a ma - r gi<sub>4</sub>/ “to return to the mother,” corresponding to OB *andurārum* “to run free”, “freedom”, and shows its derived meaning “liberation<sup>13</sup>” well established:

“He established the liberation of Lagaš, he let the child return to the mother, he let the mother return to the child. He established the liberation of barley debts. He built (and) restored for (god) Lugal-emuš.k the (temple) Emuš of Patibira.k. He established the liberation of the »children« of (the city) Uruk, the »children« of (the city) Larsa.m and of the »children« of (the city) Patibira.k. He let them return to (the goddess) Inana.k to Uruk into her hand, he let them return to (the god) Utu to Larsa.m into his hand, he let them return to (the god) Lugal-emuš.k to the Emuš into his hand<sup>14</sup>”.

1.1.2 The basic purpose is obvious: to reunify nuclear families separated by corvée labour (e.g., temple building), by imprisonment for debt and, perhaps also debt bondage. The ‘liberated’ citizens of the non-Lagašite cities of Uruk, Larsa.m and Patibira.k were not prisoners of war but rather people performing corvée labour, since En-metena.k reports both that he built the Emuš and that he concluded a treaty on equal terms (“brotherhood”) with Lugal-kineš-dudu, the ruler of Uruk<sup>15</sup>.

1.1.3 Iri-kagina.k’s edicts<sup>16</sup> are much more detailed. They do not present legally phrased laws, but exemplary cases of former

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<sup>12</sup> Also read Urukagina, Uruinimgina.

<sup>13</sup> J. Cooper 1986, La 5.4 translates “He cancelled the obligations.”

<sup>14</sup> FAOS 5/1: Ent. 79 iii 10–vi 6.

<sup>15</sup> FAOS 5/1: Ent. 45–73.

<sup>16</sup> The so called “reform texts” of Iri-kagina.k exist in three different versions, only one of them (a) complete: FAOS 5/1: Ukg. 4–5; 60), very fragmentary

wrong or abusive customs or rules (bi<sub>5</sub>-lu<sub>5</sub>-da, nam-tar-ra), their abolition and/or replacement by new precepts. The ruler claims that on achieving kingship he proclaimed a general amnesty and states his fundamental interest in establishing justice without regard to rank or status:

“He cleared the prisons<sup>17</sup> of indebted »children« of Lagaš, of those having committed gur-gub- and še-si.g-offences<sup>18</sup>, of those having committed theft or murder. He determined their liberation (ama-r gi<sub>4</sub>). Iri-kagina.k made a contract with (the god) Nin-ĝirsu.k, that he will not deliver to the powerful the orphan and the widow<sup>19</sup>.”

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is version (b) of Ukg. 1–3 and AO 27 621 (Cooper 1985, p. 104); fragmentary, too, is the version (c) of Ukg. 6. Versions (a) and (b) are written on so called cones, i.e., conical clay vessels (Cooper 1985), version (c) is found on a fragmentary “clay plaque;” versions (a) and (b) begin with an enumeration of building activities of, and canals dug by, Iri-kagina.k, describe the ‘reforms’ and name a final act, i.e. the occasion marked by the inscription ([a]: the ‘liberation’ of the people of Lagaš; [b]: the digging and renaming of a canal); version (c) begins with the ‘reforms’ and continues with a historical narrative about the conflict between the neighbouring ‘city states’ Lagaš and Umma and a catalogue of Iri-kagina.k’s building activities. Versions (a) and (c) confront the catalogue of former abuses with that of the new rules. Version (b) – as far as it is preserved – enumerates only reforms named in (a) – although in a partly differing sequence. In omitting the catalogue of abuses, (b) gives up the basic binary structure and when necessary refers to them in subordinate clauses. Version (c) contains material present in neither (a) or (b). Several building and canal digging activities mentioned in (b) and (c) are absent from (a). The documentation therefore seems to point to 3 different edicts with a common core and special segments each. This is supported by the titles referring to the legislator: In (b) Iri-kagina.k is called “King of Ĝirsu,” a title he only used during his last years (from year 7 onwards, so Bauer 1998, 478; 492), whereas in (a) he is “King of Lagaš,” Iri-kagina.k’s title from his 2<sup>nd</sup> year onwards. No titles are attested in (c). Version (a) seems to be the earliest of the edicts. Selz 2000, 18 § 28, too, regards versions (a)–(c) as “offensichtlich zu unterschiedlichen Zeitpunkten während der Regierungszeit dieses Herrschers entstanden.” For him (b) is the youngest, and he suspects that the first edict could not be fully implemented and that Iri-kagina.k’s defeat by Lugalzagesi made necessary a renewal of the reorganization. He does not explain version (c) and its material absent from both (a) and (b).

<sup>17</sup> Steinkeller 1991.

<sup>18</sup> Referring to taxes and or rental payments?

<sup>19</sup> FAOS 5/1: Ukg. 4 xii 13–28 = 5 xi 20–xii 4.

1.1.4 The second basic idea of Iri-kagina.k's edicts is the (re)establishment of divine ownership of the estates administrated (and in the past allegedly used and exploited) by the ruler and members of his family<sup>20</sup>. Basically this means a revision of the prebend system which allowed the holder of an office to remunerate himself with the means of his sphere of jurisdiction and through contributions of the people subordinate to him. The hereditary nature of prebends may have led to a lack of distinction between prebend and private property, but this is certainly not the crucial point of the 'reforms.'

Several of the grievances redressed by Iri-kagina.k may be seen as examples of his claim "not to deliver to the powerful the orphan and the widow." But most alleged abuses of power may rather be understood as the exercise of prebend privileges. Thus, e.g.,

The man responsible for boatage taking possession of boats: Ukg. 1-3 iv 9-11; 4 iii 5-6 = 5 iii 6-7 || 4 viii 14-16 = 5 vii 27-29;

The livestock official taking possession of sheep and asses: Ukg. 1-3 iv 12-14; 4 iii 7-10 = 5 iii 8-11 || 4 viii 17-20 = 5 vii 30-33;

The fisheries inspector taking possession of . . . : Ukg. 1-3 iv 15-17; 4 iii 11-13 = 5 iii 12-14 || 4 viii 21-23 = 5 vii 34-viii 1;

Draft animals (of the temples) used for the benefit of the temple administrators: Ukg. 4 iv 19-22 = 5 iv 19-22;

The steward and the 'prime minister' (Great Vizier) and a religious official(?) collecting taxes for marriages and divorces: Ukg. 6 ii 15'-31' || iii [?]-5'.

The same may be assumed when seemingly secular authorities, i.e., the steward or officials answering to him, exercise control over, or make use of, temple property and collect taxes from religious personnel, e.g.,

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<sup>20</sup> FAOS 5/1: Ukg. 1 v 1'-10'; 4 iv 9-v 3 = 5 iv 9-25 || 4 ix 7-21 = 5 viii 16-27; 6 i 22'-26'. An early document from Adab (Foxvog 1980), tentatively dated between the Fāra tablets and E'anatum of Lagaš, demonstrates the joint use of temple and stewardship assets for the acquisition of a field by the steward (én si.k-ĠAR); see Wilcke 1996, 46. King Šar-kali-šarrī of Agade buys temple land from temple administrators (Steinkeller 1999 b) for a very low price – under duress, as Steinkeller suggests who also considers the price a "bribe" (p. 556). Later, Ur-namma.k in his "cadastral texts" again attests the idea of divine ownership of the territory; see Kraus 1955.

Oxen of the gods plowing fields of the steward: Ukg. 4 iv 9–12 = 5 iv 9–12; 6 i 22'-25' || 1–3 v 1"-10"; 4 ix 7–21 = 5 viii 16–27;

Fields of high quality owned by the gods used as vegetable plots of the steward: Ukg. 4 iv 13–18 = 5 iv 13–18; 6 i 26'-[?] || 1–3 v 1"-10"; 4 ix 7–21 = 5 viii 16–27; Barley of the temple administrators used as rations for the steward's workforce/troops: Ukg. 4 v 1–3 = 5 iv 23–25;

Bailiffs collecting a *dusu*-tax from the temple administrators: Ukg. 4 v 4–21 = 5 v 1–18 || 4 ix 2–6 = 5 viii 11–15;

Bailiffs collecting taxes for white or sacrificial lambs from different types of personnel: Ukg. 4 iii 18–iv 8 = 5 iii 19– iv 8; 6 i 10'-21' || 1–3 iv [20+x]-31; 4 viii 28–ix 1 = 5 viii 6–10;

Bailiffs officiating on the territory of god Nin-ĝirsu: Ukg. 4 vii 12–16 = 5 vi 32–36 || 4 ix 22–25 = 5 viii 28–31;

The silo supervisor collecting taxes (due to the temple?) from priests: Ukg. 4 iii 14–17 = 5 iii 15–18; 6 i 5'-9' || 1–3 iv 18-[?]; 4 viii 24–27 = 5 viii 2–5.

Iri-kagina.k's 'reform' then turns out to be not only an act of "clerical restoration" (Edzard 1974 c) but also an attempt at replacing the old system of prebend holders by one of officers of temple and 'state,' a kind of anachronistic Prussianism. It would – at least in my eyes – be a gross misconception of the system in use outside the 'city state' of Lagaš and within it prior to Iri-kagina.k's 'reforms' (and, as it seems, *de facto* practiced after his rulership had ended) to speak of a 'practice undermining ("Aushöhlung") the great institutions functioning regardless of the individual ruler and his family' (Selz 2000, 16 § 24). A deity's ownership of the territory of a 'city state' (and even of temple land) would not be in conflict with his or her steward's use of it as a prebend. And the same would *mutatis mutandis* apply to 'state' and temple officials of all ranks.

1.1.5 The ruler's claim to have enacted these 'reforms' was earlier taken at face value<sup>21</sup>; scholars now view it more sceptically<sup>22</sup>.

The administrative records of the Ba'u temple mark the change in Iri-kagina.k's 2<sup>nd</sup> year, i.e., his 1<sup>st</sup> year as king, in naming the goddess before the king, and in the years following before queen Sasa.g, (or before the temple "inspector" En-ig-gal) where earlier only the ruler's wife was mentioned as head of the estate. They

<sup>21</sup> See the examples quoted by Edzard 1974 c, 145 f.

<sup>22</sup> Hruška 1973, 5; Edzard 1974 c, 148 f., with note 17.



also mark it in qualifying the work force, the tools and animals and fields and their products belonging to the Ba'u temple as property of the goddess Ba'u from Iri-kagina.k's year as steward onwards (see Deimel 1920, 23; Bauer 1972, p. 62ff.)

1.1.6 In the 22<sup>nd</sup> century Gudea of Lagaš claims to have given inheritance rights to daughters of families without male heirs (Stat. B vii 44–46 – a law to that extent also occurs at about the same time in the Ur-namma.k Law Code) and several administrative documents from his reign and that of his son Ur-Ningirsu.k.ak (and undated ones from the same period) record with the term *a ma - ar gi<sub>4</sub> ĝar - ra* the annulment of arrears of officials.<sup>23</sup>

## 1.2 Administrative Orders and Appeals to Higher Authority

Administrative orders and appeals to higher authority (letters) first occur during the Sargonic period. They do not refer to legal grounds for the requests formulated<sup>24</sup>.

## 1.3 Private Legal Documents

1.3.1 The earliest documents refer to huge areas of land (ELTS 1–13; 19) and were written on stone artefacts, all but two of unknown provenance. The two exceptions were found in a clearly secondary layer of the Sîn temple at Ḫafāḡī and in Tall K at Tellō which is said to have contained the remains of a temple of Nin-ĝirsu.k. Most of them record more than one transaction, one person seemingly acquiring different tracts of land from more than one previous owner. Two of the early documents without a

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<sup>23</sup> See Wilcke 2002, CU § 9' on the parallel in the Laws of Ur-Namma.k and for the annulments of arrears MVN 6, 537 (Gudea "2"); 7, 458 (Gudea "4/5"); 385 (Gudea "14"); 395 (Gudea "14"); 399 (Gudea "14"); 433 (Ur-Ningirsu.k.ak "3"); undated: MVN 6, 52; 67 (see ITT 4, 7067); 7, 138; 383; 517.

<sup>24</sup> FAOS 19.

known provenance are most probably linked to marital property (ELTS 10 with 11 and 12)<sup>25</sup>.

The stone tablet with the ‘Figure aux plumes’, also from Tall K at Tellô, has now been found to contain a literary, (partly) hymnal inscription and may relate to a gift or an declaration of immunity of the fields mentioned<sup>26</sup>.

1.3.2 Later OS stone documents – among them purchases recorded on a statue<sup>27</sup> – are clearly abbreviated copies of originals written on clay and suggest that this was the case with their earlier counterparts, too. These abbreviations, in addition to the nuclear writing system of early 3<sup>rd</sup> millennium texts, limit the modern scholar’s understanding of them. The meaning behind their formulaic structure has still not been deeply penetrated.

1.3.3 Sources from southern Babylonia from ca. 2600 B. C. onwards (Fāra period, Late Early Dynastic II–III a) are scattered in time and space and do not allow for the description of a continuous development. They are written in Sumerian on clay tablets found at Šuruppak/k (Tall Fāra), Ġirsu (Tellô) and Uruk (Warka) and datable to the Fāra period (Early Dynastic II–III a); a little later are documents from Adab (Tall Bismaya) and those attributed with good plausibility to these cities and to Isin (Išān Bahrīyāt: ELTS 14–15, both on stone). Others without known provenance may, in part, come from other places (Krebernik 1998, 243; 337–377).

Late OS sources come from Adab, Ġirsu, Isin and Nippur.

1.3.4 From northern Babylonia come fragments of stone objects with logographic inscriptions found at Kiš and dated roughly to the Fāra period (ELTS 16 a–j, 17). These and some late ED stone tablets from Sippir, Dilbat and unknown places (ELTS 34–38) have to be read in a pre-OAkk dialect.

1.3.5 In the Sargonic period, tablets from northern Babylonia, from the Diyala region, from Kiš, and from Mugdan (Umm al-Ġīr) widen the geographical horizon.

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<sup>25</sup> Wilcke, forthcoming (b).

<sup>26</sup> Wilcke 1995; Cavigneaux 1998.

<sup>27</sup> The Lú-pà.d-Statue (ELTS 21). Later texts written on statues dedicated for the well being of Gudea of Lagaš and Šulgi of Ur report immunities.

1.3.6 The majority of stone and clay documents record field and house purchases. Written documentation of purchases of movable property (slaves) begins in the early 24<sup>th</sup>. century. Later in that century all kinds of contracts, even debt notes and lawsuits are committed to writing.

#### 1.4 Scholastic Documents

Scholastic Documents relating to matters juridical are not attested during this period if the Iri-kagina.k plaque (Ukg. 6) and the fragmentary document MVN 3 no. 77 may not be so interpreted.

#### 1.5 Non-legal Sources

Administrative sources inform about the status of groups of persons on the social ladder, about taxes and other dues and about purchases effected by 'state' or temple administrations; royal inscriptions and letters provide details of legal procedure.

## 2. Constitutional and Administrative Law

### 2.1 Organs of Government

#### 2.1.1 *The King*

##### 2.1.1.1 The King as Suzerain

The political organisation of early ED Sumer and Akkad is obscure. The word *lugal* (= *šarrum*) with a clear political meaning “king” is not attested before the inscriptions of the “Kings of Kiš” Me-bá-ra-si (Me-baragesi) and Mesalim at the end of the ED II period. The Mesalim-inscriptions, both from Adab<sup>28</sup> and from Ġirsu<sup>29</sup>, show the “King of Kiš” as a sovereign over highly (or occasionally) independent territorial units, ‘city-states’, which became provinces during the Sargonic- and Ur III periods and were ruled by princes called *énsi.k*<sup>30</sup> “steward (of the ‘city-state’ X)”, either an independent prince or a governor.

Kingship and stewardship seem to in principle have been hereditary in OS and Sargonic times, although OS information on kingship is extremely scanty. Rulership passed as a rule from father to son, in some cases (OS Lagaš: E’*anatum* → Enanatum I.; Sargonic: Rīmuš → Man-ištusu, or: Man-ištusu → Rīmuš, thus the Ur III version of the Sumerian King List just published by P. Steinkeller 2003) from one brother to the next, but also to nephews (OS Umma: Ur-lumma → Il) or sons-in-law (Lagaš II: Ur-Ba’u → Ur-gar/Nam-maḡani/Gudea).

The political organisation of the country ruled by the “king” (*lugal*) may therefore not have changed much after the earliest period (see above, 0.1.1–2) when the highest office seemed to be that of the *nám-ĠiŠ.ŠITA*, surrounded by a group of counsellors, and the ‘state’ organised in a group of units named after the major cities.

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<sup>28</sup> FAOS 5/2 Kiš: Mesalim 2.

<sup>29</sup> FAOS 5/2 Kiš: Mesalim 1.

<sup>30</sup> At Adab the title is *énsi.k-ĠAR*. Does this imply a dependent status under a suzerain: “appointed steward” (perhaps under the steward of Umma)?

### 2.1.1.2 Early Political Theory on Kingship

2.1.1.2.1 According to 3<sup>rd</sup> millennium political theory harking back to the Sargonic period and continuing into the 2<sup>nd</sup> millennium, kingship originated in heaven and migrated from one city to the next following rules changing with the progress of time (Sumerian King List, The Curse of Agade, Sumerian Sargon Legend). It was a divine gift (Etana Epic and ‘Datepalm and Tamarisk’), given to a city and taken from it according to decisions of the divine council, which also selected the king (Lamentation over Ur and Sumer, ‘Royal hymns’ of the Ur III and Isin periods, OB royal inscriptions)<sup>31</sup>.

This theory was modified at Lagaš, at the time of, or shortly after the reign of, Gudea of Lagaš (22<sup>nd</sup> century) by crediting the office of “steward”, *énsi.k*, with greater seniority and therefore greater importance than that of “king”<sup>32</sup>.

2.1.1.2.2 OS kings claimed divine parents<sup>33</sup> but other than the Agade king Narām-Su’ēn and the Ur III (from Šulgi onwards) and Isin kings, kings were in their lifetime not worshipped as gods. Narām-Su’ēn is also depicted with a horned helmet, a visual sign of his divinity<sup>34</sup>. The last OS king, Lugalzagesi of Uruk (and Umma), in his prayer to Enlil, already makes a metonymically veiled bid for such a divine status in asking: “May I be a lasting shepherd sporting a bull’s head<sup>35</sup>!”

2.1.1.2.3 Lugalzagesi of Uruk (and Umma) claimed world supremacy and suzerainty over the “stewards (*énsi.k*) of all foreign lands” and the “rulers (*bára.g*, lit. [those sitting on] daises) of Sumer,” referring to the stewardship as special (only) for foreign countries and different from the seemingly downgraded rulership exercised under his reign in the ‘city states’ of Sumer<sup>36</sup>. During the

<sup>31</sup> Wilcke 2001, 99–116.

<sup>32</sup> Sollberger 1967.

<sup>33</sup> Bauer 1998, 462; Wilcke 1985a, 298–303.

<sup>34</sup> See the much reproduced Stele celebrating Narām-Su’ēn’s victory over the Lullubeans, e.g., in Westenholz 1999, p. 67.

<sup>35</sup> FAOS 5/2, Uruk: Lugalzagesi 1 iii 35–36: *sipa saĝ gu<sub>4</sub> ĝál da-rí ħé-me*. Reading confirmed by Cooper 1986, 94f., with note 8.

<sup>36</sup> FAOS 5/2, Uruk: Lugalzagesi 1 ii 21–25; Cooper 1986, 94 f. Umma 7: Lugalzagesi 1.

following Sargonic period foreign rulers (including rebels from Sumer and even northern Babylonia) are called kings, differing from the later practice (from Šulgi onwards) of calling them and provincial governors “stewards” alike.

2.1.1.2.4 In political titles<sup>37</sup> the term *énsi.k* is always linked to the territory ruled by him (“steward of Lagaš”). But as shown by the edicts of Iri-kagina.k (see 1.1.3–5), it also relates to the deity for whom he administers his or her property, i.e., the ‘city state’. This, too, is demonstrated by (the god) Nin-ĝirsu.k’s title “steward of Enlil”, i.e., supervisor of Enlil’s estate.

2.1.1.2.5 A third title relating to the highest office in a ‘state’ or ‘city state’ is that of *en* “lord”, restricted – with the exception of epic tales and divine epithets – to the ‘city (state)’ of Uruk. The late OS rulers Lugal-kineš-dudu (*en* in Uruk, king in Ur) and En-šakuš-ana.k (*en* of Sumer, king of the land) assuming kingship over Sumer claim to hold the offices of “lord” and “king.” The word is homonymous with that for the highest priestly office, *en*; no convincing solution has yet been proposed to the question if and how they may relate to each other and whether the earliest occurrences of this title (in Uruk III texts and archaic texts from Ur) relate to a priestly, a political or an administrative office.

### 2.1.2 *The Legislature*

2.1.2.1 A political body discussing and issuing laws is attested neither on the ‘state’ nor the ‘city state’ level. Yet its existence can be supposed by reason of the assumed analogy between the organisation of human society and that of the pantheon, by analogy to the offices of councillor and advisor at the beginning of ED LÚ A and by analogy to the Ur III period, where direct and indirect indicators suggest its existence<sup>38</sup>. Kings (Iri-kagina.k) and stewards (En-metena.k) issued edicts binding the commoners and officials of their ‘state’ or ‘city state.’

Head of the legislature and supreme judge was the king and, in a ‘city state,’ the steward.

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37 See, Edzard 1974 a, 1974 b and especially on the titles *en* and *lugal*, Heimpel 1992 with earlier literature; Steinkeller 1999 a.

38 See Wilcke 1975; 2002 CU 169 || C40–46.

2.1.2.2 Stewards and members of their family held the highest cultic offices in their ‘city states’<sup>39</sup>; temples not ruled by a member of the steward’s family were under the rule of a *saĝĝa*, who, again, reported to the steward.

2.1.2.3 In Sargonic times the king appointed high priest(esse)s of titular deities in (conquered) provinces. Sargon of Agade also claims to have appointed “sons”, i.e., citizens, of Agade to the office of “steward,” now meaning “provincial governor,” i.e., the replacement of the local élites through officials with a special loyalty to the royal capital. Kings of Agade also directed foreign policy for the whole empire and decided over war and peace. They commanded a standing army, constantly in arms.

### 2.1.3 *The Administration*

#### 2.1.3.1 Central Administration

2.1.3.1.1 Traces of a central administration can be found in a few documents from Šuruppak (Fāra period) quoted by Th. Jacobsen as evidence for a “kengir league”<sup>40</sup>. Mention of part of the price for a field (20 shekels of silver and 6 sheep) sent from Isin to the OS King Ur-zā.g-è to Uruk seems to be due to a private obligation; no reason is given for a gift sent from Nippur to king Lugal-kisalsi of Uruk and a prince<sup>41</sup>.

2.1.3.1.2 During the Sargonic period huge royal households were established in different parts of the land, especially in the Sumerian south<sup>42</sup>. The head of such a household held the title of *šab ra é.k* “manager of the house”<sup>43</sup>. At Umma the local steward (*énsi.k*) and a royal scribe together measure out the enormous

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39 This is not only evident at Lagaš; at Umma II, the *saĝĝa* of Zabalam and later steward of Umma, was a member of the royal family, see Wilcke 1985 a, p. 226 note 13.

40 Jacobsen 1957, 121 f.; Steinkeller 2002.

41 Wilcke 1996, 48 f. (Grand document juridique, section A: Isin); Westenholz 1975 a, no. 140 (Nippur; here, too, the conveyor is a “driver,” *lú-u<sub>5</sub>*, from Uruk; I therefore assume that, again, the king resided there and not at Nippur).

42 Documented for northern Babylonia by the Man-ištusu-Obelisk (ELTS 40); see the discussion and the references collected by Steinkeller 1999 b, especially p. 554 with note 5.

43 Foster 1993, 28 f.

area of 88 bùr of land (ca. 5,7 km<sup>2</sup>) for a person (Yiṭṭb-Mēr) high in the royal hierarchy<sup>44</sup>. Administrators of royal households could attend to affairs in different provinces, e.g., Lagaš and Adab<sup>45</sup>. It seems impossible (and is most probably anachronistic) to differentiate between representatives of a central administration and royal courtiers. All this points to a central administration in the capital centred around the king and his family and most probably not distinguishing between the king's private affairs and those of the state<sup>46</sup>.

### 2.1.3.2 Provincial and “City State” Administration

2.1.3.2.1 “City states” and provinces had capitals (e.g., Ġirsu for Lagaš) where the temple of the main deity was to be found, but there were also sub-centres (in Lagaš, e.g., Niġin and Gu’aba.k), which also housed temples of other politically important deities.

In OS times the temples served as administrative centres and their administrators, the saġġa, played an important role in governing their estates. They also had to defend their territory against enemies; in the letter FAOS 19: (aS) Gir 1 one of them writes to his colleague in the capital about a victory over Elamite invaders.

2.1.3.2.2 An important civil office not (at least seemingly not directly) related to the temples, was that of the Great Vizier or Prime Minister (sukkal-maḥ), who in the “reform texts” of Irīgagina.k is named second to the steward, both having received payments for divorces and marriages(?), a custom now abolished<sup>47</sup>. In OS Lagaš, the wife of the Great Vizier together with the wives of other officials receives gifts in a ceremony. The husbands are mainly saġġa of deities, but there are besides the barber, the hot-water-man, the man-in-charge of the granaries, the field recorder

44 Foster 1982 a, 88 and pl. 6 no. 18; see Westenholz 1984, 78 with note 12, who calls Yiṭṭb-Mēr “the powerful Prime Minister under Sharkalisharri.”

45 K. Volk, in FAOS 19, p. 53ff.

46 Recently, B. Foster (Foster 2000) has suggested that land acquired by king Man-išutusu was given to “sons of men of medium to high status in the ruling elite who had not yet advanced into positions of major responsibility.” But this would imply that “sons of Agade” has a meaning different from other occurrences of “son(s) of the city X” in contemporary documents.

47 FAOS 5/1: Ukg. 6 ii 15’-27 || iii [x]-5’[+y].



etc. also the Great Scribes (dub-šar-maḥ), Great Lamentation Priests (gala-maḥ) of different (divine) households, the Great Seafaring-Merchant (ga:ešg-maḥ), the Great One (of) Herald(s) (gal nigr(.k)) and, again related to different households, the Great One (of) Merchant(s) (gal dam-gàr(.k))<sup>48</sup>. A man holding the latter office appears as a prominent prisoner of war in an inscription of king Ur-Nanše.k of Lagaš<sup>49</sup>. The general impression, again, is that of a court centred around the ruler and his family.

2.1.3.2.3 The provinces of the empire enjoyed a certain independence under the kings of Agade: In Umma the royal, “Akkadian” standard measures were used alongside a local system called “Sumerian”<sup>50</sup>; see also below, 4.1.3.

### 2.1.3.3 Local Government

The identification of local authorities outside the temple administration is uncertain. Nothing is known about the functions and obligations of a “town overseer” (ugula iri.k)<sup>51</sup>, of elders (ábba) and city elders (ábba-iri.k). The title of *ḫazannu* “burgomaster” (of non-urban settlements) is apparently not attested before the Ur III period<sup>52</sup>.

### 2.1.3.4 Taxes, Public Service and Corvée

2.1.3.4.1 The OS records of the Ba’u temple at Girsu show a large number of personnel receiving rations all year round. A group of

<sup>48</sup> In lú-IGI.NÍĠIN-texts; see Bauer 1972, 214.

<sup>49</sup> FAOS 5/1: Urn. 51 v 1–3; see Bauer 1998, 455.

<sup>50</sup> Wilcke 1974, 205 B 4–9; 1975, 44–47.

<sup>51</sup> E.g., Bauer 1972, 128; BIN 8, no. 347 (FAOS 15/2 no. 75) iv 4–5; the summary speaks of lú IGI.NÍĠIN ŠUB-lugal-ke<sub>4</sub>-ne “important people (and) royal servants(?);” for the Sargonic period, see, e.g., Gelb 1955, no. 6, 1; Foster 1983, no. 8, 2–3.

<sup>52</sup> The at that time only Sargonic attestation of the word (RTC 249; see now the almost identical MVN 10, 92) was interpreted by I. J. Gelb 1957, s.v., as a PN; this is possible but not certain. The fragmentary texts list barley expenditures (1 Kor or more for grown ups summed up as ʾšē-ba Lu-lu-bu<sup>7</sup>-um in MVN 10, 92 iv 11) for groups of mostly foreign people (Simurru, Lullubum, lú Ḫu-ḫu-<nu>-ri-me) partly controlled by overseers. The remark (RTC 249 i 13'; MVN 10, 92 i 10') ki ḫa-za-num could mean “with Ḫ.” or “with the burgomaster.”

professionals, holders of allotted subsistence fields (lú šuku.ř dab<sub>5</sub>-ba)<sup>53</sup> and the deep sea fishermen (šu-ku<sub>6</sub> ab-ba.k)<sup>54</sup> are given rations only for 4 months (ix-xii) in the year and seem to have served the temple directly only during this period.

From Iri-kagina.k's 2<sup>nd</sup> year as king onwards these people are qualified in the ration lists as "owned" (lú ú-rum)<sup>55</sup> which suggests a status of slavery with regard to their owner which probably did not differ from that of slaves owned by private people.

Other personnel took temple fields encumbered with duties (ku<sub>5</sub>-řá ús-sa) on lease (aša<sub>5</sub>.g apin-lá.k) and paid rent (še gub-ba, maš) for them, or in return for the use of fields had to perform corvée duties (aša<sub>5</sub>.g dusu.k)<sup>56</sup>.

Whether (and if so under which conditions) these workers had the possibility of leaving the service and choosing a different employer is unknown.

2.1.3.4.2 See above, 2.1.3.1 with note 39 on gifts to kings residing in Uruk. The legal basis for the collection of goods brought

53 Attested from Lugal-Anda 5 to Iri-kagina.k 3. Only one undated source is available for year 4 of Iri-kagina.k; year 5 is not attested; monthly rations were given throughout year 6 due to the difficult military situation (rations no. 5; 6; 9 and 11 are attested). In chronological sequence: VAS 25, no. 12; RTC 54; VAS 25, no. 23; FAOS 15/2, no.s 5; 4; VAS 25, no. 73; FAOS 15/2, no. 6; VAS 27, no. 6; FAOS 15/1: Nik 13; FAOS 15/2, no. 55; TSA 20; FAOS 15/2, no.s 7; 10; 118; 8; 68; 9; FAOS 15/1, Nik 52; FAOS 15/2, no. 67; DP 121; FAOS 15/2, no.s 81; 11.

54 TSA 19; FAOS 15/2, no. 28.

55 First attested in DP 113 xv<sup>1</sup> 3-5 (year 2, 8<sup>th</sup> ration) še-ba igi-nu-duš il šà-dub didli, lú ú-rum, <sup>d</sup>Ba-ú "Ba'u's barley rations of (=for) blinds, carriers and single šà.g-dub.k-workers, owned people." Note that it does not say \*"barley rations of owned people of Ba'u" which would require an additional genitive suffix. lú ú-rum (later the lú may be dropped) from this time onwards also qualifies the gême "female slaves", their children and the lú šuku.ř dab<sub>5</sub>-ba "holders of subsistence fields" in the ration lists.

56 See Steinkeller 1981 a, 142-145; Bauer 1972 no. 7 and RTC 75; note that the fields are called aša<sub>5</sub> še mú.d apin-lá.k aša<sub>5</sub> dusu.k "rental barley producing field, corvée field." For the corvée duty turned into a tax see below 2.1.3.4.4. Are the UN.íl of the Ur III period perhaps uš dusu.k "corvée people"?

from southern estates (perhaps as taxes) to the capital Agade<sup>57</sup> is not made explicit.

2.1.3.4.3 Iri-kagina.k claims in his “reform texts” to have changed taxes or fees collected on special occasions (funerals, divorce, marriage) or from holders of special offices like the *dusu*-tax collected from the *saĝĝa*<sup>58</sup>.

2.1.3.4.4 A special tax which will have replaced an original duty for *corvée* labor is called *dusu* “bricklayer's basket”, a word which comes to mean “*corvée*.” This tax was collected in OS times mainly from fishermen, especially deep sea fishermen, and is attested, too, as an impost paid on rented fields. It may be one of the central concerns of the still not well understood “Enlile-maba Archive” from Nippur<sup>59</sup> and it occurs occasionally in other documents<sup>60</sup>.

2.1.3.4.5 The *máš-da-ri-a* consignments attested, e.g., at Sargonic Adab and Nippur, seem to be of the same nature as in OS times, where dignitaries supply goods to the gods<sup>61</sup>. The Ur III system of *máš-da-ri-a* payments supplying the king for his cultic obligations<sup>62</sup> does not yet exist.

2.1.3.4.6 The organisation of *corvée* labour still needs to be researched.

## 2.1.4 *The Courts*

### 2.1.4.1 Judges

The organisation and structure of the judicature prior to the late OS period is unknown. The Sumerian word for judge is *di.d-*

<sup>57</sup> Bridges 1981, 234 f.; 363 ff.

<sup>58</sup> FAOS 5/1: Ukg. 4 v 4–21 || 5 v 1–18; 4 ix 2–6 || 5 viii 11–15.

<sup>59</sup> On rented fields see Maekawa 1974, 5 f., discussing DP 594 and Nik. 36 (now FAOS 15/1, 36); 1977, 1–4, and Englund 1990, 92, note 292 (quoting earlier literature), on taxes due from fishermen.

<sup>60</sup> See, Westenholz 1987, p. 59–86 no.s 44–78; he considers it as “common fund . . . literally the family »basket«” (p. 60); and see, e.g., Donbaz/Foster 1982, no. 59.

<sup>61</sup> See Yang 1989, 239 f.; Westenholz 1975 b, no.s 107–108; 1975 a, p. 82 ff., referring to Rosengarten 1960, 83; Westenholz 1999, 68.

<sup>62</sup> Sallaberger 1999, 267.

k u<sub>5</sub>. ŕ; its Akkadian counterpart *dayyānum* is not attested in syllabic spelling.

#### 2.1.4.1.1 *The King as Judge*

2.1.4.1.1.1 The king's (or: in "city states" the steward's) role as supreme judge is not directly attested in court documents. It may be inferred from non-legal sources, on the basis of general considerations and because oaths by the king's name or life are sworn in litigation and in contracts from the Sargonic period onwards.

2.1.4.1.1.2 The king administered justice among 'city states' and provinces. En-metena.k of Lagaš recounts<sup>63</sup> that in times long past king *Mesalim* of Kiš decided a border dispute between Lagaš and its neighbour Umma. This judgement is also transposed into the sphere of the divine: here god Enlil decides the same dispute for the gods Nin-ĝirsu.k of Lagaš and Šára of Umma, and the divine judgement is imparted to the king through the services of Ištaran, god of justice. Therefore, the ultimate judicial authority is that of the god ruling the pantheon. All the more so if the king is party to the conflict like Narām-Su'en of Agade, who, facing the Great Revolt, starts litigation (*yidiān*), invoking the sun god Šamaš, and receives judgements (*dīnum*) of the gods Enlil, Inana, Anunītum and Anum<sup>64</sup>.

2.1.4.1.1.3 Much later, just before the beginning of the Ur III period, king Utu-ḫeġal decides a border dispute between Lagaš and Ur. Here the ruler (steward or governor) of Ur had sued the goddess Nanše and the god Nin-ĝirsu.k for territory of Lagaš. The use of the legal technical term ġù – ġar "to lay a (legal) claim to something (against somebody)" clearly shows this to be a case of (inter-'city-state') litigation<sup>65</sup>. The letter of Puzur-Mama, governor

<sup>63</sup> FAOS 5/1: Ent. 28–29 i 1–12.

<sup>64</sup> Wicke 1997, 17.

<sup>65</sup> FAOS 9/2 Uruk: Utuḫeġal 1, 1–8 || 3, 1–9: <sup>d</sup>Nanše, nin uru<sub>16</sub>, nin ʾin-dub-ba<sup>7</sup>-ra (|| <sup>d</sup>Nin-ĝír-su, ur-sag kala-ga, <sup>d</sup>En-líl-lá-ra), <sup>d</sup>Utu-ḫé-ġál, lugal an-ub-da limmu-ba-ke<sub>4</sub>, ki-sur(-ra) Lagaš<sup>ki</sup>(-ka), lú Ūri<sup>ki</sup>-ke<sub>4</sub>, ġù bí-ġar, šu-na mu-ni-ġi<sub>4</sub> "To the calm<sup>7</sup> lady Nanše, lady of the border, (|| To Enlil's valiant warrior Nin-ĝirsu.k) Utu-ḫeġal, king of heaven's four corners and sides – the man of

(énsi.k) of Lagaš, to his king (Šar-kali-šarrī of Agade?)<sup>66</sup> shows that royal decisions in such matters could be influenced by gifts (or bribes: the word ka dra has both meanings)<sup>67</sup>.

#### 2.1.4.1.2 *Royal judges*

The title “royal judge” is not attested in the period under discussion. But a fragmentary Sargonic text from Ġirsu<sup>68</sup> listing food provided for the king, the queen, and high officials enumerates 4 judges receiving 60 fish each. The term di-ku<sub>5</sub>.r̄ qualifies them as holder of an office, not necessarily a profession. They belonged (or could belong) to the highest ranks in society.

#### 2.1.4.1.3 *Officials in Judicial Function*

2.1.4.1.3.1 Ur-Emuš.k, who passed the sentence in the earliest attested lawsuit<sup>69</sup>, is known as “Great One (of) Merchant(s)” (gal dam-gàr(.k)) at the time of Lugal-Anda and Iri-kagina.k<sup>70</sup>. A herald acts as a judge in a college of judges<sup>71</sup>.

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Ur had laid a claim to territory of Lagaš – into her (|| his) hand he let it return.”

<sup>66</sup> Restored as addressee by the editor Volk.

<sup>67</sup> FAOS 19, 102–104: Gir 26. I translate: “[Tell my Lord], what [Pu]zur-[Mama], [go]vner of La[gaš] is saying: From the time of Šarru-kīn onwards, Sulum and E-apin.k belong to the territory of Lagaš. Ur-Utu.k, when Narām-Su’en let him exercise the office of steward of Ur, gave 2 pound of gold as a gift(/bribe) for them and they were taken away from Ur-é.k, the governor of Lagaš. Now [into the possession (= hand) of La]gaš may [my lord] let return [these towns]!” With Sollberger 1954/56, 30, I restore an ergative in l. 10: causative construction; in l. 16, I restore the dative suffix -r[a], and in l. 18–22, I read: è-né-[éš], [šu] La g[aš<sup>ki</sup>-ka], [lu gal-ġu<sub>10</sub>], [iri-bi], ħé-mi:ib-[gi<sub>4</sub>-gi<sub>4</sub>]; see Wilcke, forthcoming c, note 48.

<sup>68</sup> Foster 1980, 40: L. 4699 iii 6–10.

<sup>69</sup> Edzard 1968, no. 78, from the time of Lugal-Anda, steward of Lagaš.

<sup>70</sup> See M. Lambert 1981; FAOS 15/1, p. 522. There may simultaneously have been 2 “Great (of) Merchants” both by the name of Ur-Emuš.k since the wife of U., the “Great (of) Merchant(s) of the steward”, and U., the “Great (of) Merchant(s) of the É-mí” occur in the same texts: Bauer 1972, no. 68 iv 4 and v 10; DP 132 iv 12f. and vi 6f.; 226 iv 5f. and v 9f.

<sup>71</sup> Edzard 1968, no. 88. The royal herald mentioned in no. 91 (iv 10 and left edge) most probably was not the judge. He acted perhaps as commissioner

2.1.4.1.3.2 In the provinces of the Sargonic Empire the governor<sup>72</sup> and/or the *saĝĝa* (of Isin<sup>73</sup>) appear as the highest judicial authority: Two governors of Kazallu (one of them a prince) judge the same case in 3 different consecutive trials<sup>74</sup>. But the competence of the province administration to administer justice in the case of capital offences was restricted if citizens of the capital Agade were involved<sup>75</sup>.

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(the judge being *Saĝ-gu-šè?* See below, note 108), or as a public witness (town crier) or both.

- <sup>72</sup> See Yang 1989, no.s 650; 815 (governor of Adab); Edzard 1968, no 92 = FAOS 19: Is 2 (*ĜAR-énsi.k* of Isin?); no. 96 = FAOS 19, Gir 4 (letter to the Lagaš governor *Lugal-ušumgal*); Gir 2 seemingly also deals with a legal problem. RTC 119 is not fully understandable: 25 *še gur*, 1 *Ĝiš.HÁB.ŠUM*, *Lugal-ur ušumgal*, *di-ku<sub>5</sub> ip-t[ú-ur]*, *al Ur-[x-x]*, *iš-ku-un*, *En-lu-[x x]*, *maškim* “25 kor of barley and 1 ... of onions(?) – *Lugal-ušumgal* replaced(?) the judge and debited them to U.; E. acted as commissioner” (or, perhaps: “the judge *Lugal-ušumgal* reprieved 25 kor etc. ...”?)

The governor of Nippur decided the lawsuit in Krecher 1974 a, no. 26 (reading [U]r-<sup>d</sup>En-líl, *énsi Nibru<sup>ki</sup>-k[e<sub>4</sub>]*, *di-ur bi<sup>1</sup> s[i] ri<sup>2</sup>-sá*). The note Edzard 1968, no. 80, on a lawsuit about an ass freed (by gross negligence or with malice) states that the case is closed and that it had been put before the governor of Nippur (restoring ll. 11–12 as: *é[n]si Nibru<sup>ki</sup>-šè, in[im] a-ĝál*). Steinkeller 1992, 6, already states: “in Pre-Sargonic and Sargonic times the person acting in that capacity (i.e., the official presiding over the legal cases, C. W.) was invariably the chief administrator (*ensi<sub>2</sub>* or, less commonly, *sanga*) of a given city.”

- <sup>73</sup> See Edzard 1968, no. 78 a (see Steinkeller 1992, p. 7 on JCS 20 [1966] 126); 84–85 a; 93 = FAOS 19: Is 1; Steinkeller 1992, no 5.
- <sup>74</sup> BIN 8, 121; see Edzard 1982, who could not solve the riddle of the text saying “3 (times) the governor of Kazallu was judge” and mentioning only the second and third trials to be under the jurisdiction of the governor *Qišum*, while the first is said to be decided by the prince *Šū-migrī*. The prince *Šū-migrī* was governor (no doubt of Kazallu, too) according to the *Mugdan-tablet* Foster 1981, 41 AIA 1, 6–8.
- <sup>75</sup> In the letter FAOS 19: Um 5, a certain *Ur-Utu.k* instructs or advises a not clearly identifiable *Šeššeš-gu* not to kill citizens of Agade and to send them to Irgigi because “Agade is king”. It seems reasonable to despite the doubts of the editors regard this Irgigi as the king of this name ruling according to the Sumerian King List in the 3 year interregnum after king *Šar-kali-šarri*. The two other references to this name (Serota 15 and 16 from the same archive) quoted by Foster 1979, 179, and 1982 c, 333, are still unpublished; they may refer to the same person.

In the Sargonic period a “manager of a household” (šab ra é.k) functioned as judge<sup>76</sup>.

## 2.1.4.2 The Commissioner

2.1.4.2.1 Documents recording litigation – with as yet no fixed form, some records of trials giving the impression of private notes – often mention a commissioner (maškim)<sup>77</sup>. He receives a special payment (in silver or in kind) recorded sometimes in the court document itself: níĝ nam-maškim.k “that of the m.-office” or níĝ ġiri-na.k “that of his responsibility<sup>78</sup>”. Payment of such fees could be enforced, which then led to an additional fee<sup>79</sup>. Lists con-

<sup>76</sup> I propose to restore Foster 1982 b, no. 7, as: 𒌦 Lugal<sup>7</sup>-[x]-x, [U]r-<sup>d</sup>Nin<sup>7</sup>-[tu-ke<sub>4</sub>], [ġ]iś-a ab-ta-[bala], [in]im-e al-til, [X]-i-lí, [K]a-k[ù], [A]mar-eze[n], [U]r-<sup>d</sup>Išta[ran], dub-šar-bi, šabra-é-[ke<sub>4</sub>], [lú ini]m-m[a-bi], [nam-érim-šè], [ba-an-šúm], [rest of obv. and beginning of rev. lost], (free space), inim-ma-n[i], al-til. (Seal of Ur-Nintu.k). “Ur-Nintu.k had let Lugal-x-x pass the wooden (pestle). This transaction was closed. (3 Witnesses), Ur-Ištaran.k was its scribe. The ‘manager of the estate’ [handed these] witnesses [over to take the declaratory oath . . .]. His issue is closed.” The sealing shows that Ur-Nintu.k as the plaintiff failed in contesting a former slave sale concluded by him. Alternatively, if the ‘manager of the estate’ was a party to the lawsuit, i.e., the buyer not mentioned in the summary of the original deed, he may have rejected ([ba-gur]) the witnesses.

<sup>77</sup> Edzard/Wiggenermann 1989.

<sup>78</sup> Edzard 1968, p. 223 s.vv.; Foster 1982 b, p. 21–24; ITT 5, 9259; Donbaz/Foster 1982, no. 169 i 4; ii 2; iii 2. In MVN 3, no. 52, a royal ‘gendarme’ receives 8 shekels of silver for his responsibility and 1 shekel as travel expenses. According to col. ii 1’ he acted as commissioner. The meaning of the witnessed pouring of water recorded next: ii 7’–8’: iġi-ne-ne a-bi ab-ta-dé reminds one of o.c. 77 rev. 6–7: ki di-ku<sub>5</sub>-ka a-bi šu-na, i-mi-dé “at the place of the judge he poured its water into (or: onto) his hand(s);” cf. also Steinkeller 1992, no. 6, left edge: ]-na ba-dé 𒌦 x x<sup>7</sup>; Westenholz 1987, no. 74, in the context of an oath (below, note 305). MVN 6, 112 (unclear) mentions the receipt of the maškim-fee in the context of the price paid for a man, an oath and other payments; it also mentions 2 maškim-NI (read perhaps uġula KAS<sub>4</sub>.NI).

<sup>79</sup> Foster 1982 b, no. 13 (translit. only); I read: 11 ġiġ<sub>4</sub> kù-babbar], dam Túl-t[a-ra], Šu-ni-DIG IR nam-maš[kim-šè], i-na-ab-[lá-e], níĝ nam-maškim 1 [ġiġ<sub>4</sub> kù-babbar]. “Šuni-ilu will [pay] the wife of Tulta 11 shekels of silver as commissioner’s (fee). The commissioner’s fee is 1 [shekel of silver].”

cerning these fees were kept, perhaps, in some official archive<sup>80</sup>. A document from Adab suggests that these payments ultimately went into the coffers of the palace<sup>81</sup>.

2.1.4.2.2 The office of *maškim* at this time was a function, not a profession, and it was not restricted to the judicature. The “commissioner” may, e.g., be a scribe<sup>82</sup>, a barber<sup>83</sup>, a gendarme of the ‘manager of an estate’<sup>84</sup>, a royal gendarme<sup>85</sup>, or a party to an earlier transaction<sup>86</sup>; once it is a female.

His duties are for the most part not described in the documents. According to Edzard/Wiggerman (1989 §1) he had to research the economic and legal matters relating to the lawsuit. He is said to have divided the estate of a woman and a number of slaves among two people<sup>87</sup>, and once he is said to have decided the case<sup>88</sup>.

He may be relieved from his office in case of misconduct<sup>89</sup>.

<sup>80</sup> Edzard 1968, no. 79, 11. This short list records payments made by different persons (1 sheep each) for commissioners. The concluding phrase *di-til-la* indicates that the cases are closed. If this interpretation is correct, the “payments of silver to judges and their bailiffs,” Gelb 1952, no.s 208; 228 and 242, should be similarly understood as: *DI.KU<sub>5</sub> PN<sub>1</sub>*, amount *x* (sc. of silver), *PN<sub>2</sub>*, *MAŠKIM* “Judgement for *PN<sub>1</sub>*, (who payed) the amount *x* for the commissioner *PN<sub>2</sub>*,” Sommerfeld 1999, no. 55–57, follows the traditional interpretation (Gelb and others) but quotes Falkenstein’s (1956, 54 note 14) scepticism. See also the lists from Sargonic Lagaš, Foster 1982b no. 9ff.

<sup>81</sup> OIP 14 no. 90 (Yang 1989, no. 819) “3 [...] cows, 1 1-year-old bull, are the commissioner’s fee for the fact that the house of Geme-Emaš.k had been divided. [Out] of these [the ...-cows by ...], and the 1-year-old bull by the herder *Ur-digira.k* were taken in charge from the palace. Month vii.”

<sup>82</sup> Edzard 1968, no. 1 vi 4–6.

<sup>83</sup> Edzard 1968, no. 91 iii 7–8; Yang 1989, no. 650, 10–13.

<sup>84</sup> Krecher 1974a, no. 25.

<sup>85</sup> MVN 3, no. 52 (see note 73); Edzard 1968, no. 71.

<sup>86</sup> Edzard 1968, no. 56 iii 12 (= Westenholz 1987, no. 50); see i 1–ii 2; he is an inspector of the silversmiths.

<sup>87</sup> OIP 14 no. 90 (Yang 1989, no. 819); see above, note 81; Foster 1982b, no. 10, 14–17.

<sup>88</sup> Krecher 1974 a, no. 25, 8–10: <sup>1</sup>Ur-<sup>d</sup>Da-mu, aga-ús ugula-é, *maškim d[i] si sá-a-bi*. “Ur-Damu.k, the gendarme of the ‘manager of the estate’, was the commissioner who had rendered justice in this case.”

<sup>89</sup> I understand FAOS 19: Gir 31, 5–8, as “I have relieved *PN<sub>1</sub>* and *PN<sub>2</sub>* from their office as commissioner.” The transitive verb needs an absolutive which cannot be the dimensional case of l. 7 (the copy allows a reading -t[a]). The



2.1.4.2.3 There is no indication why some records of purchases and gifts mention a commissioner among the witnesses<sup>90</sup>. Had the transactions been contested in court and confirmed as valid? This has, until now, to remain a matter of pure conjecture.

#### 2.1.4.3 Other officials

In documents from Isin and Nippur an IGI.DU “standing or walking in front” of an unknown function witnesses transactions, once, in the context of a lawsuit, he receives a fee<sup>91</sup>; here he occurs together with a MÁ.ĜU-official who may witness other transactions, too<sup>92</sup>.

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reason may be mentioned in ll. 14–16: “A gift/bribe has been given to him for the commis[sioner]ship. My lord took [the gift/bribe] away from him.”

<sup>90</sup> E.g., Edzard 1968, no. 1; 63 (after an obscure passage) (Fāra period); 64. Yang 1989, no. 815 (Sargonic period), although very similar to a purchase contract, shows traits of a lawsuit resulting in the transaction: “1 female slave – she will bring 15 shekel of silver – one let her pass by the wooden (pestle) for 10 shekels to Akalla on behalf of (the governor) Lugal-ĝiš. Ĝissu was the commissioner. The Zabar[dab] paid him 1 shekel of silver. (4 witnesses) are its witnesses.

<sup>91</sup> Edzard 1968, no. 54, 40–41; 46–84 (fee).

<sup>92</sup> See Edzard 1968, 216 f., svv. (add 56 iii 11 to IGI.DU; see Westenholz 1987 no. 49); Krecher 1974a no. 16, 10.

### 3. Litigation

#### 3.1 Terminology

The general terms for litigation and lawsuit are Sumerian *di.d*, “speaking<sup>93</sup>” and Akkadian *dīnum*. In both languages it also means judgement. Even more general is the word *inim* “word(s)”, “affair” which may also refer to legal transactions.

#### 3.2 The Parties

The parties to the lawsuit are called *lú di-da* (*lú di.d-ak*)<sup>94</sup>, literally “the person of the lawsuit.” Akkadian *bēl dīnim* is not so far attested in this period. There is no restriction according to gender. There is one possible case of a slave contesting his status<sup>95</sup>.

#### 3.3 Procedure

3.3.1 The texts occasionally name the place where the lawsuit was held. One judgement was rendered in(?) the palace gate<sup>96</sup>, one “at the place of (the god) Pabilsaĝ.” A text speaks of the “place of the judges<sup>97</sup>.”

3.3.2 A royal inscription mentions the action to start a lawsuit: *gù—ĝar*<sup>98</sup> “to shout”, “to lay a claim to something (against

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93 Attinger 1993 § 329; Wilcke 1999a, 304 f. (only to be used with 1999 b).

94 Edzard 1968, 149; 216 s.v.

95 So understood in Edzard 1968, no. 86. The fragment does not name the plaintiff; it could also be that a third party claims property rights to the slave.

96 Edzard 1968, no. 82, 9 *BAD a bu lla* (KÁ.GAL) é-g[al].

97 MVN 3 no. 77, 8(?); 18; perhaps a school text.

98 The traditional reading: *inim—ĝar* results from not differentiating *gù—ĝar* = *ragāmu* and the similarly written *inim-ma ĝar*, a term used at OB Ur in renunciation clauses (see, e.g. Charpin 1980, 10) and found al-

someone).” An Akkadian Narām-Su’en inscription uses the verb *diānum* “to litigate” for the opening speech in a lawsuit; see 2.1.4.1.1.2–3 above.

3.3.3 The initial claim may be followed by an appeal of one party or its representative to an authority with access to the court. Attested are one letter requesting the addressee to judge the case of a certain person<sup>99</sup> and two letters from a certain Ur-lugal.k to an otherwise unknown Inim-ma<sup>100</sup> informing him about the opposing party and requesting him to prompt the judicial authority to render judgement and to issue a sealed document. In one case this is the (local) saĝĝa of Isin. In the other, the opposing party are citizens of Nippur; here the governor of Nippur is to be motivated to act as judge. A third letter<sup>101</sup> reports the next preliminary step: The unnamed sender<sup>102</sup> tells a man who has authority over two opponents of the same Ur-lugal.k to send them to him.

3.3.4 After these preliminaries the investigation of the commissioner and the lawsuit proper will begin.

3.3.4.1 Sumerian di.d – du<sub>11</sub>.g (with the dative or comitative of the opposing party and the locative-terminative of the object of the lawsuit) “to litigate with someone for something” is extremely rare at this time<sup>103</sup>. An Akkadian document uses *diānum*<sup>104</sup>.

ready in Sargonic times: Krecher 1974 a, no. 27, 11–13: “zur Sprache bringen” (italics: Krecher).

<sup>99</sup> Edzard 1968, no. 94; FAOS 19: Gir 30. The addressee (Du-du) is asked to render judgement ki Ad-da-ta “from the place of Adda” understood by the editors as substitution. I understand it as “under the authority of Adda”.

<sup>100</sup> Edzard 1968, no. 92–93; FAOS 19: Is 1–2. Could he be the same person as Inim-ma-ni the purchaser of slaves and a garden(?) at Isin in Krecher 1974 a, no. 14–18?

<sup>101</sup> Edzard 1968, no. 94; FAOS 19: Is 4.

<sup>102</sup> Perhaps Inim-ma, the addressee of the other two letters; he will have sealed the envelope.

<sup>103</sup> Literally “to say a lawsuit to someone at something,” see Edzard 1968, p. 219 and no. 91 ii 10–iii 1: Nin-ĝiš-e, di-bi, Ur-ni, Zà-mu-ra in-na-du<sub>11</sub> “because of N., Urni conducted this lawsuit against Zamu.k;” I understand iv 1–9 as “Šū-Meme leased the field of Ur-abba.k – this property (lit.: house) of Urgu is situated in Uš.AN.k. Zamu.k, the one of the House of K., litigated with them (di íb-da-du<sub>11</sub>).” See further Yang 1989, no. 650, 1–3: Lú-<sup>d</sup>En-[líl-lá-ra/da], Ur-<sup>d</sup>En-líl-lá da[m-gâr], di ì-da-du<sub>11</sub> “The merchant Ur Enlila.k litigated with Lu-En[lila.k].”

3.3.4.2 The texts mostly introduce the object of litigation with a short summary of the previous transaction. If the legal action results from an offence, the wrong caused to the injured party is summed up in a few words<sup>105</sup>. These summaries will represent the results of the commissioner's research.

3.3.4.3 Declarations of the parties during the lawsuit<sup>106</sup> and an occasional withdrawal (nam-gú-šè ba-ni-aš)<sup>107</sup> may be recorded.

3.3.4.4 The successful efforts of the court to establish the truth by weighing conflicting statements and evidences are referred to with the term bar-tam “to examine”, “to select” (PSD)<sup>108</sup>.

3.3.5 Then the judgement will be rendered.

3.3.5.1 The terminology of judgement varies. The request to render justice is worded dī-bi dī hē-bé “may he render justice in this case” (literally: “may he speak a judgement for this case”); thus the letters quoted above and below.

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<sup>104</sup> Edzard 1982, 26 i 3: *i-dè-na-ma*; it is not necessary to assume a Gt-Stem because CAD D *dānu* 2 a “to start a lawsuit, said of both parties” (quoted by Edzard) shows the verb in the G-Stem to designate the lawsuit of two parties with each other, and because a Gt-stem is still unattested.

<sup>105</sup> Edzard 1968, no. 80.

<sup>106</sup> Edzard, 1968, no.s 80, 4–5; 85 rev. 11–15; 85 a, 1–5; 87, 3–11; 100, 1'–3'; Steinkeller 1992, no. 6 i 2'–7'; 61 (=Krecher 1974 a, no. 19) 18–21.

<sup>107</sup> Literally: “A made it (an object of) loot(ing) for B,” implying, apparently, relinquishment of the object but not of the claim; see Edzard 1968, p. 106–107 on no. 55, 43–44 “auf etwas verzichten” (for the PBS IX texts see now Westenholz 1987, no. 75, 16–17; 76, 7–10); Krecher 1974 a, 26 iii 8 (with commentary); Foster 1983, no. 7, 6–10 (I do not understand the translation on p. 152); see also Ozaki 2002, no. 194.

<sup>108</sup> Edzard 1968, no. 91, 9–10: [saĝ g]u-šè, bar i-na-tam “He examined (it for?) him thoroughly (literally: ‘to the tip of the thread’);” iii 5–6: saĝ gu-šè, bar bī-tam “He examined it thoroughly”; iv 11–12: saĝ gu-šè <bar> im-mi-tam “He examined it here thoroughly.” This interpretation is not without difficulties. The second and the third verbal forms are clearly, and the first is probably, transitive. But no ergative marker is to be found and no possible agent is mentioned in the contexts. He could perhaps be sought in the now missing beginning lines of the document. The herald of iv 10 lacks the ergative marker and therefore should not be considered as the agent of iv 11–12. Do we have to give up our figurative understanding of the expression saĝ gu-šè (a hapax!)? Could it be a PN, the name of the judge (see above, note 71)?

3.3.5.2 The OS documents from Lagaš as well as Isin and Adab texts (one each) from the Sargonic period<sup>109</sup> use the verb *di.d-ku<sub>5</sub>.r̄* “to judge,” “to render a judgement”, (literally: “to break off the lawsuit”).

3.3.5.3 Very frequent is the use of the verb *si--sá* “to be/make straight/just,” “to render justice” in the formulation PN(+function)-e *di-bi si bí-sá* “The official PN rendered justice in this case/lawsuit<sup>110</sup>,” once construed as a passive<sup>111</sup>.

3.3.5.4 The Akkadian paronomastic wording *dīnam diānum* occurs twice<sup>112</sup>.

3.3.6 The judgement may be a direct decision closing the case (*di-til-la*<sup>113</sup>) in favour of one party<sup>114</sup>. It may also be a decision depending on further proof. This can be realised by an declaratory oath (*nam-érim*) of one of the parties<sup>115</sup> or of one or more wit-

<sup>109</sup> Edzard 1968, no. 78 (OS Ġirsu), 78 a (Sargonic Isin); FAOS 19: Ad 17 (Sargonic Adab).

<sup>110</sup> See Edzard 1968, 219 s.v. *di*; Yang 1989, A 650, 5–8; Steinkeller 1992, no. 6 (TIM 9, 100), 7–8; Westenholz 1987, no. 49 iii 12–14; similar: Krecher 1974a, no. 25, 10: *maškim d[i] si-sá-a-bi*; in no. 26 ii 11–iii 2, I propose to read [U]r-<sup>d</sup>En-líl, *énsi Nibru<sup>ki</sup>-k[e<sub>4</sub>]*, *di-[b]i s[i] ʾi-<sup>ʾ</sup>sá* since Krecher's restoration [i]b-sá cannot be understood as a transitive *hamtu*-form with an animate ergative subject (and [b]i- is ruled out by the trace copied). Edzard and Krecher translate the verbal complex *di.d si--sá* as “Prozeß leiten,” which gives the idea of an authority presiding over litigation but not taking an active part in it and not itself rendering the judgement. Since besides the commissioner no other persons but the parties and their witnesses are mentioned in the relative documents, and since in Edzard 1968, no. 88, three persons jointly (grammatically as a collective) “rendered justice in this lawsuit,” it seems difficult to conceive of such a remote role for the official(s) in charge of the case.

<sup>111</sup> Edzard 1968, no. 82, 10: *di-bi si ab-sá* “in this case justice was rendered.”

<sup>112</sup> Steinkeller 1992, no. 74, 23–24; MVN 9, no. 193: 5–7 (collation Sommerfeld 1999, 114).

<sup>113</sup> Edzard 1968, no. 79, 11; see above, note 80.

<sup>114</sup> Yang 1989, no. 650, 5–8: *bar 10 giġ<sub>4</sub> kù-[ka]*, *Lugal-ġi[š]*, *énsi Adab<sup>ki</sup>-ba-[ke<sub>4</sub>]*, ʾdi<sup>ʾ</sup> Ur-<sup>d</sup>En-líl-lá-[ra], *si b[i]-sá* “Because of 10 shekels of silver Lugal-ġiš, the governor of Adab, decided the case for Ur-Enlila.k.”

<sup>115</sup> Edzard 1968, no. 81. If my interpretation (quoted by Edzard) is correct this tablet was written after the oath was taken; Gelb 1955 no. 7, 21–26, which I understand as *enu Nabī'u[m] šūt Qišum yilqe'am-ma yitbalu Nabī'um bāb Tišpak*

nesses to the fact or to the original transaction, perhaps attested once<sup>116</sup>. As the oath will be taken in a temple, there may be a time gap, during which, again, the judicial authority may be approached with the request for judgement: “May he render a judgement in this lawsuit<sup>117</sup>!”

3.3.7 An alternative to the oath is the river ordeal which seems to have been practised quite frequently, as a large register tablet with 17 short protocols of such ordeals and another fragmentary tablet, both from Nippur, show.<sup>118</sup> A single tablet mentions a river ordeal and a declaratory oath<sup>119</sup>. The protocols of the large tablet succinctly mention the subject of the dispute, say who “went down to the divine River” and for whom (i.e., the opponent), and a commissioner. Most disputes are over fields, some over silver, barley, oxen and sheep, one is about a slave. In the fragmentary text the issue is a “stolen slave from Isin.”

3.3.8 The final step to close the case is the promissory oath of the losing party not to bring up the same issue again, normally

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*yitma* “When N. took possession of the (enumerated) things of Q. and carried them away, N. swore the oath in the gate of (the temple of) Tišpak;” see also the oath taken after the judgement in MVN 9, no. 193, 11–16, tentatively restored as [RU.N]E<sup>7</sup>-tám (for NE.RU = *māmītam*) it-<sup>7</sup> ma<sup>7</sup>, [IGI] Tu-tu, [ku<sub>8</sub>]-ru-uš-tim, [ù] ME-<sup>d</sup>Lama NU.BANDA, [i-l]u<sup>2</sup>-us-si<sub>4</sub>-ma, [RU.N]E-tám u-tá-mi “he swore the declaratory oath. [In the presence of] the fattener Tutu and the inspector ME-Lama he took her (as his spouse) and made (her) take the declaratory oath.”

<sup>116</sup> Edzard 1968, no. 82, 13–15 where I restore: lú in [im-ma-k]e<sub>4</sub>-ne, ì-g[i-né-é]š, nam-[érim-šè b]a-an-<sup>7</sup>šúm<sup>7</sup>-[mu-uš] “The witnesses confirmed it. They were handed over to take the declaratory oath”; Foster 1982 b, no. 7, 10’-[12’] šabra-é-ke<sub>4</sub>, [lú-in]im-ma-[bi], [nam-érim-šè], [ba-an-šúm] “The ‘manager of the estate’ handed over its witnesses to take the declaratory oath”; see also FAOS 19: Gir 4 (Edzard 1968, no. 96), where one person had taken the declaratory oath but another had not.

<sup>117</sup> FAOS 19: Gir 4; see the previous note.

<sup>118</sup> Edzard 1968, no. 98 (= Westenholz 1975 a, no. 49); no. 99 (= Westenholz 1975 a, no. 159).

<sup>119</sup> Owen 1988. I translate: “Ur-Dumuzida.k came, he had come forth for Ur-En-lila.k from the place of (the goddess) Ninḫursag.k from the divine River and he swore for him the declaratory oath. (Now Ur-Enlila.k) has renounced the claim. (Witnesses). They are its witnesses.”

phrased in the same way as the oath of contracting parties not to contest their deed: “not to go back on it (lit.: return to it) he/they swore by the name of the king<sup>120</sup>”. The invocation of the king’s<sup>121</sup> name<sup>122</sup> in this context points to him as the highest (worldly) authority in the judicial system. Separate documents recording the wording of such oaths taken in front of witnesses may be drawn up; see, e.g., ITT 4, 7001 and 5, 9309.

### 3.4 Self-Help

In the course of a dispute over a debt<sup>123</sup>, the creditor seems to have appropriated two small children of his debtor as compensation for the debt. Later the debtor seems to have “stolen” his children and the creditor fetched them back. Three years later a lawsuit seems to be initiated.

### 3.5 Settlement out of Court

A long and complicated dispute over the inheritance in a family of merchants involving at least two generations of heirs – the so called Enlile-maba archive – saw settlements in and out of court. Witnessed lists of property belonging to the estate and inherited by single heirs are seemingly revised several times. Once a family member but not an heir in the actual case successfully intervenes

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<sup>120</sup> See in general Oelsner 1980 and Edzard 1968, 223 f. s. v. mu; pa; pà; Krecher 1974a, 264 s. v. mu; mu . . . pà.

<sup>121</sup> In contracts the oath may also invoke the name of a deity and that of the local authority, the saĝĝa; see Edzard 1968, 223, s. v. mu.

<sup>122</sup> Edzard 1982 is phrased in Akkadian; here the life of the king is invoked. This is combined with an action also known from contracts: the driving(?) of a nail into a wall; P. Steinkeller *apud* Edzard (p. 33) refers to a possible parallel in the fragmentary document UCP 9/2 no. 83.

<sup>123</sup> Edzard 1968, no. 89. I follow Edzard’s interpretation of the fragmentary document; and propose to restore ii 2’-4’ as: [mìn-kam]-ma-šè, [AN.SUKKA]L-e, [dumu-min]-[a]-ni, [ba]-[zuḥ], “A second time, A. stole his two children” and went away (ba-ĝen) to G.

(*řú* “to impede”, “to hinder<sup>124</sup>”) on behalf of the wife of the deceased, which results in a postscript to the inventory of the estate listing the share of the mother of the heirs, perhaps her dowry<sup>125</sup>.

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<sup>124</sup> After Krecher 1974 a, 188–192, this verb has last been discussed in detail by Kienast 1982 and Steinkeller 1989 a, 50–60. I base my translation on the well established opposition to *řu – bar* “to let somebody free” and on the grammatical construction of the verb *řú* with the absolutive case of the person not allowed go ahead with her or his intentions or rights and the locative of the object of these intentions or rights, e.g., an object to be sold. In the case in question (see next note) the intervening person prevents the heirs from proceeding with the division of the estate. They are the object of his action. He obviously raises a claim (Kienast, p. 34–36: “Ansprüche erheben”); but this is not expressed by *řú*, which means the impediment, the nailing (*řú* = *retú*) of the opponent to the spot.

<sup>125</sup> Westenholz 1987, no. 48 iii 6–15: *min-kam-ma-šè, bar-bi-ta, dum u Ur-<sup>d</sup>Namma-ka, É-lú, <sup>10</sup>im-ma-řú, (3 items), <sup>1</sup>dam<sup>1</sup> Ur-<sup>d</sup>Namma-ke<sub>4</sub>, ì-ba* “Again, after this, E-lu hindered the children of Ur-namma.k, and Ur-Namma.k’s wife received as (her) share (3 items).” As neither a judge nor a commissioner is mentioned, this settlement will have been achieved out of court. It should be noted that this postscript is not secured with a list of witnesses.



## 4. Personal Status

### 4.1 Citizenship

4.1.1 From the Fāra period onwards people outside their native city are characterised by reference to that city. A certain notion of citizenship may be found in En-metena.k's remark that he "freed the children" of the cities Uruk, Larsa.m and Patibira.k and let them return to their respective deities (see above, 1.1). As these people were subjects of Lugal-kineš-dudu of Uruk the bond with their local deities and thus to their cities must have been stronger than with their suzerain.

The strong ties of people to their city of origin are also shown when Lú-pà.d, an officer (a field recorder with the military rank of nu-banda) from Umma, taken captive by Ur-nanše.k of Lagaš later acquires fields in the Lagaš area and is there called the "field recorder of Umma<sup>126</sup>."

4.1.2 If no city could be named, someone's affiliation to the common "home country" was in late OS times expressed by qualifying him as "of (our) country" (kalam-ma.k) parallel to the description of another man as "from Adab<sup>127</sup>."

4.1.3 Ethnic identification occurs in late Sargonic Umma, a city in the Sumerian part of the empire. There one group of people is qualified as "of Akkadian offspring" and another as "Sumerian,<sup>128</sup>"

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<sup>126</sup> Bauer 1998, 452.

<sup>127</sup> Wilcke 1996, 57 with note 110.

<sup>128</sup> Gelb 1970 a, no. 161 (see Wilcke 1974, 205):

21 6lú, a uri-me, "21 people à 6 (units of X): they are of Akkadian offspring;

22 2eme-gi7 22 (people) à 2 (units of X): Sumerian."

This unique small and very laconic document uses two at first sight different categories to differentiate the groups of people. The first, a biological one, is well known from animal terminology; see J. N. Postgate apud Steinkeller 1989 b, 4 f. with note 22; 1995, 54; 59, on the terminology for hybrids: a am.k, a dara4.k, a gukkal.k, a udu-ḫur-saĝ-ĝá.k.k, hybrids of "domestic cow and aurochs," "domestic goats and bezoar," of

clearly an affiliation to peoples with terminology differentiating breeds of animals.

Guteans were seemingly at best avoided and at times regarded as enemies<sup>129</sup>. At Adab a General of Guteans and an interpreter for the Gutean language are attested<sup>130</sup>.

There is no evidence that such different kinds of identity had also a bearing on the legal status of persons.

4.1.4 A group called *nisqu* “selected” occurs in texts from southern Babylonia during the Sargonic period. It is organised under “inspectors/officers” (*nu-banda*) and “overseers” (*ugula*)<sup>131</sup>. The Akkadian language of the term suggests that it originated inside the Akkadian administration. King Ur-namma.k claims to have abolished the privileges they enjoyed<sup>132</sup>. It therefore is highly probable that these were resettled people originally from Akkadian territory or settlers on the payroll of the royal Akkadian administration. Their status was legally relevant.

4.1.5 Citizens of the capital Agade could not be condemned to death by a provincial authority (see above, 2.1.4.3.2); this could perhaps be interpreted, by analogy to the situation at Nippur, as a general rule that they could only be tried by royal courts. If citizens of Nippur were parties to a lawsuit, it had to take place under the authority of the governor of Nippur (see above, 3.3.3). The possibility of selling Nippurians into slavery may also have been restricted<sup>133</sup>. It remains unclear why an unnamed official of the

“sheep with fat-tailed sheep” and of “domestic sheep with mutton”; Wilcke 1999, 636: *gu<sub>4</sub> a a m*. The second category is language related, but also used figuratively to qualify other things Sumerian, among them domestic sheep in contrast to outlandish breeds; see Wilcke 1974, 218–219; Steinkeller 1995.

<sup>129</sup> FAOS 19: Du 1; Gir 19.

<sup>130</sup> Yang 1989, A 959; OIP 14 no. 80, 2. – Was Adab the home of the Gutean king Erridupizzir who left 3 inscriptions at Nippur still copied there in OB schools (Frayne 1993, 220–228)? Ll. 144–146 of the Lamentation over the destruction of Sumer and Ur (Michalowski 1989) regards Adab as the home of the Guteans.

<sup>131</sup> OIP 14 no. 162; FAOS 19: Ad 9; MVN 6, 52: 6–7; see also no. 76: 7 where the *nisqu* are differentiated from the (normal) *ĝu ru š*-workers.

<sup>132</sup> Wilcke 2002, 306 f., with note 54.

<sup>133</sup> Edzard 1968, no. 54 (from Isin). The document was obviously written for the buyer of the slave in question, who is not mentioned in the text. (Edzard

administration in Lagaš asks a colleague or subordinate to take charge of single Nippurians serving under inspectors/officers in different towns of the province of Lagaš<sup>134</sup>.

## 4.2 Class

4.2.1 Free Citizens are distinguished from slaves. The Sumerian word thought to mean “free citizen” (*dumu-gi<sub>7</sub>.r*) qualifies groups of men in Sargonic texts from Ġirsu seemingly differentiated from slaves and normal citizens and may designate a status beneath that of a ‘full’ citizen<sup>135</sup>. In the literary stylised and perhaps not authentic inscription of King Utu-ḫeġal of Uruk the term “children of his city” is used to designate the citizens ready to go on a military campaign<sup>136</sup>; see also above, 1.1.1; 1.1.3.

4.2.2 Whether the legal status of the people employed in the great estates differed in principle from that of free persons is questionable. Nothing certain is known about a possible class of serfs called *maška’en*<sup>137</sup>.

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assumes the merchant Ur-dun [i 2] to be the buyer, but he is also one of the witnesses [iii 9=33]). The mother’s right to sell her son must have been contested because “when Aḫūšuni had come because of the status of citizen of Nippur Ur-Gilgameš.k was the judge.”

<sup>134</sup> FAOS 19: Gir 32.

<sup>135</sup> For the meaning “free citizen” see Kraus 1970, 52–60. But see now R. Westbrook 2003 for a new discussion of the term stressing that in Ur III legal contexts it “refers not to any free person but specifically one freed from slavery”. In the Sargonic text ITT 1, 1182 7 men dwelling in a village are qualified as *ġuruš*, i. e. part of the work force, and *dumu-gi<sub>7</sub>.r*; in MVN 6, no. 63 rev. 4 (ca. time of Gudea of Lagaš), three *dumu-gi<sub>7</sub>.r* who are equally part the work force (under a *nu-banda*) are differentiated from slaves and presumably normal citizens (i.e., men without any qualification).

<sup>136</sup> Frayne 1993, Utuḫeġal 4, 53: *dumu iri-na-ke<sub>4</sub>-ne*, later referred to as “children of Uruk, children of Kulaba” (65–66). The term is well established in the epic tradition; see Edzard 1991, 186: 56; 189f: 65; 194: 81; 213: 146; 214–17: 148; 1993, 24: 64

<sup>137</sup> See Edzard, 1960, 246 f.; Kienast, 1972. In Edzard 1968, no. 75 ii 4, *maš-dà* (MAŠ.KAK) in all probability is “gazelle,” as a PN. See Steinkeller 1992, 20, quoting more occurrences of that PN. In MVN 3 no. 102 (see below, 8.1.5.3.3.2) 3 people are qualified as *maš-ka<sub>15</sub>-en* (MAŠ.EN.KAK). It is peculiar

4.2.3 For the relationship of the work force employed by the OS temples and the great estates to these institutions see above, 2.1.3.4.1.

### 4.3 Gender and Age

4.3.1 The Head of the family was as a rule a man, but from the beginning of the documentation onwards, women also occur in this function.

4.3.2 Married women could make contracts independently<sup>138</sup> or together with their husbands<sup>139</sup>.

4.3.3 An independent woman donated a house and a slave, her “gift”, to another person, apparently also a woman<sup>140</sup>. The formulation “it is a gift of PN (= the donor)” suggests that she had received it as something like a dowry or a marital gift. But in obvious contrast to the women witnessing the contract she is neither qualified as a man’s sister, nor by profession (midwife) or as slave of a deity<sup>141</sup>. One is led to think of a phenomenon parallel to the institution of the OB *nadiātum* and other ‘priestesses’ like them.

An independent woman (divorced and/or widowed) may make a marriage contract on her own (see below, 5.1.3.1.2).

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that all witnesses in this text are called DUMU *š*i PN translated by Steinkeller 1980, 179, as “son of PN” as if the word “son” were in the genitive, which it is not. Therefore it should be “son of the one belonging to PN,” perhaps “member of the household of (/the team led by) PN.” Was, perhaps, the word *maška'en* left out after the names of the last 2 witnesses for lack of space?

<sup>138</sup> Wilcke 2000 a, p. 362–364, lists women as sellers and buyers in sales contracts and as a party in other legal contexts in documents of the 3<sup>rd</sup> millennium before Ur III.

<sup>139</sup> E.g., Edzard 1968, no. 53 (l. 11 read: *š*u-ne-ne ab-si<sup>1</sup>); Krecher 1974 a, no. 5(?); 19.

<sup>140</sup> Edzard 1968, no. 62; read i 1-ii 1: 1½ é ŠAR, 1 saĝ nita, saĝ-rig<sub>x</sub>(TUKU.DU), A-ba-mu-da-ni-e, -ka m<sub>4</sub>, Pū-ŠAR, i-na-ba “1½ ŠAR house (and) 1 slave are the gift of Aba-mudani’e. She donated them to P.”

<sup>141</sup> None is called someone’s wife or daughter.

4.3.4 Iri-kagina.k's "reform texts" seemingly attempt to reduce the legal status of women in threatening a severe punishment for uttering a curse against a man and in denying them the right to a second marriage<sup>142</sup>.

4.3.5 A special legal status for priestesses is not attested. The same is the case with prostitutes who occur in the ration lists beside men and other women<sup>143</sup>. The 'Instructions of Shuruppag' (already in the Tall Abū Šalābīḥ version; Fāra period) warn against buying a prostitute. This may refer to a slave used as a prostitute or a woman sold into debt bondage.

4.3.6 References to age groups are limited to small children receiving rations with their mothers. No age limit for the participation in business or public affairs can be found.

## 4.4 Slavery

### 4.4.1 Terminology

4.4.1.1 There are two Sumerian words for "male slave": (a) *ir*<sub>11</sub> and (b) *úrdu.d*. Both are written with the sign NÍTA×KUR, indicating an original meaning "mountain man." (a) occurs in OS sources from Girsu<sup>144</sup>; (b) is the reading attested in OB lexical lists and in an 'unorthographic' text<sup>145</sup>. The choice between (a) and (b) for pre OB non Lagashite texts has to depend on the final consonant<sup>146</sup>.

<sup>142</sup> Reading in FAOS 5/1: Ukg. 6 iii 14–17: *munus-e nita-ra, ʾáš ḥul*<sup>21</sup> *rib-ba ì-ni-du*<sub>11</sub>, *munus-ba ka-ka-ni BAḤAR ì-šu*<sub>4</sub> "after a woman has uttered a terrible curse against a man, this woman's mouth will be closed with a brick;" for *ḥul rib-ba* see Lugalbanda I 164 (Wilcke 1969, 71 f., Z.160). See further below, 5.1.1.

<sup>143</sup> Civil 1976. Note also the prostitute (*kar-kè.d*) holding a subsistence field in DP 587 ii 9–iii 2.

<sup>144</sup> See the writing *ir*<sub>11</sub>-*ra-ni* (FAOS 6 s.v. *ir*<sub>11</sub>; 15/1, 19 v 6 with commentary); Gelb 1982, 82–88.

<sup>145</sup> The reading *árad* proposed by Gelb (1982) is taken from late sources and is clearly a loan from post OB Akkadian.

<sup>146</sup> Krecher 1987 convincingly proposed to link the final /d/ with the reading /*urdu.d*/. It is attested from the Sargonic period onwards (FAOS 19: Gir 20,16).

4.4.1.2 The word for “female slave” is *gême* (written MUNUS+KUR, i. e. “mountain woman”), a word used for female workers in the great estates, too.

4.4.1.3 Frequently the texts simply use “head” (*saĝ*), qualified as female or male.

4.4.1.4 Krecher 1987 argues that OS HAR.TU designating a type of workers employed by the Ba’u temple in Ġirsu be read *ur<sub>5</sub>-dú* and considered an early writing for *úrdu. d*. This would need an explanation why it could be used for both sexes.

4.4.1.5 The texts differentiate between “house-born slaves” (*e me<sub>4</sub>-dú. d*)<sup>147</sup> of both sexes and other slaves.

#### 4.4.2 Status

4.4.2.1 Slaves were owned by private persons<sup>148</sup> or institutions<sup>149</sup> and could be sold.

They have some legal status of their own as they could witness a contract<sup>150</sup>, sell another person (a foundling) into slavery and, perhaps, also contest his or her status<sup>151</sup>. This means that they could acquire property of their own which – as may be concluded on the basis of later practice – would ultimately become property of their owner.

<sup>147</sup> Simpler: *a ma-tu. d*.

<sup>148</sup> See above, with note 140 and the persons purchased by private persons; e. g. Edzard 1968, no.s 40–58 a; Krecher 1974 a, no.s 14–15; 17–19 (in no. 16 a garden may be bought; no. 19 = Steinkeller 1992, 61); MVN 3, no.s 62; 80; 81; 102 (cf. also 60 iv 1–3; 77); Donbaz/Foster 1982, no. 155; Foster 1983, no.s 1–4; FAOS 15/2, 90; VAS 25, no. 13; Yang 1989, no. 713; Steinkeller 1992, no.s 57–59.

<sup>149</sup> See above, 2.1.3.4.1 and, e. g., FAOS 15/1, no. 19 vi 8: *gême Pa<sub>5</sub>-sír-ra-me* “They are female slaves of the Pasir temple;” Edzard 1968, no. 62 iv 1: *gême dSùd*; 86 2’: *nam-úrdu dNin-ĝír-[su-ka]* “status as slave of the god Nin-ĝirsu.k.” Note that in Edzard 1968, no. 43, a female slave of Nin-ĝír-su.k sells a foundling to the wife of the *saĝĝa*. See further, below, 4.4.4.2, on the peculiar status of the “cantors” bought by the wives of the stewards. – In the 22<sup>nd</sup> century, at about the time of Gudea of Lagas, the economic document MVN 7, no. 115, records the expenditure of the enormous amount of 1 pound of silver as the price of a “cantor” bought from a merchant by a public household (of a temple or of the steward?).

<sup>150</sup> Edzard 1968, 117, note on no. 62 iv 1.

<sup>151</sup> See previous footnote and above, 3.1.

4.4.2.2 “House-born slaves,” too, were owned by private persons and institutions and – at least in the latter case – could bear their proprietor’s mark<sup>152</sup>. A small Sargonic tablet with an unwitnessed finding<sup>153</sup> suggests that they enjoyed a special status. An OS source counts them not with the (normal) slaves but with the owner’s children<sup>154</sup>, suggesting that they were children born to the head of the family by a female slave.

#### 4.4.3 Creation

4.4.3.1 Despite the meaning “mountain (wo)man” suggested by the logograms MUNUS+KUR and NÍTA×KUR not all slaves occurring in the documents seem to be of foreign origin, with the possible exception of the *igi-nu-du*<sub>8</sub> “blind ones.”<sup>155</sup> As a Great One (of) Merchant(s) was employed to acquire the *igi-nu-du*<sub>8</sub><sup>156</sup>, they will have been bought outside the borders of the “city state” of Lagaš. On the question whether the *igi-nu-du*<sub>8</sub> sold by gardeners<sup>157</sup> and bought by a steward’s wife, those mentioned in the context of irrigation in the “reform texts” of Iri-kagina.k<sup>158</sup> and those occurring in the ration documents of the Ba’u temple all shared the same legal status, see above, 2.1.3.4.1 and below, 4.4.4.2.

<sup>152</sup> ITT 1, no. 1336: 1–2: Lu gal-zà-mí, eme<sub>4</sub>-dú É-babbar; 2/1, 4543: 1–6: KA-[x x x], zà-šu<sub>4</sub> l[ugal-kam], 3 dumu E<sup>2</sup>, eme<sub>4</sub>-dú, lu gal-kam, i-zàh “K., branded for the k[ing], (together with) 3 (...) children – he is a ‘house-born slave’ of the king – fled.” (This fragmentary letter should be added to those from Girsu edited in FAOS 19.)

<sup>153</sup> Biggs 1978, no. 8: Gan-<sup>d</sup>Gú-lá, dam Ka-ba-ni-mah-ke<sub>4</sub>, Nin-šùd, Géme-<sup>d</sup>En-líl-ke<sub>4</sub>, nam-eme<sub>4</sub>-dú-šè, [šu<sup>2</sup>] bí-î-ú-a, Nin-šùd-e, nîg ġiri, 5 kù giġ<sub>4</sub>, [i]-ni-<sup>r</sup>gi<sup>r</sup>, (rev.; space) Géme-<sup>d</sup>En-líl-ke<sub>4</sub>, Nin-šùd, nu-da-su “Gan-Gula.k, wife of Kabani-mah, fixed for Nin-šùd the responsibility fee of 5 shekels of silver when Geme-Enlil.k had seized Nin-šùd for the status as ‘house born slave’. Geme-Enlil.k needed not replace Nin-šùd.”

<sup>154</sup> Gelb 1982, 85f.

<sup>155</sup> See Farber 1986, 221.

<sup>156</sup> Edzard 1968, no. 42. See also above, note 149, for a “cantor” – he bears a Sumerian name and may but need not have been bought abroad – acquired from a merchant.

<sup>157</sup> Edzard 1968, no.s 40–41.

<sup>158</sup> FAOS 5/1: Ukg. 4 vii 17–25 || 5 vi 37–vii 8; cf. 6 ii 0’–3’; see also 4 x 38 ff. || 5 x 1 ff.

4.4.3.2 Most published texts<sup>159</sup> regarding slave sales document the purchase or acknowledge the receipt of the price paid. In 8 of them a mother<sup>160</sup> sells a child, with the person sold named in 3 instances as one of the recipients of the price – an indication of consent barring later attempts at revendication<sup>161</sup> – and 6 times the father is the seller (once father and brother)<sup>162</sup>. Once (or twice) a husband sells his wife<sup>163</sup> and once brothers their sister<sup>164</sup>.

Thus more than a third of the relevant documents deal with the creation of slavery by family members, the heads of the nuclear families selling off other members of their family. This is then basically a social problem stressed by the fact that (widowed) mothers selling their offspring form the largest group of sellers.

4.4.3.3 Debt as the cause of slavery is evident when creditors receive the price of an adult “cantor” (*gala*)<sup>165</sup>. Whether this was a self-sale or the execution of a judicial order is not made clear by the text. Both, self-sale and execution of an order, are combined when the governor buys from a judge (PN *di-ku*<sub>5</sub>-šè) a family consisting of its head (a “cantor”), his wife, 2 daughters and 2 brothers. The plural of sellers (*i-ne-ši-sa*<sub>10</sub>) will include the family sold since the only other person the text mentions is the judge’s brother, who brought them back from the capital Agade to

<sup>159</sup> Further unpublished material is listed in ELTS.

<sup>160</sup> In Yang 1989, A 713, 2’-3’ I restore [*T*]*á-qù-la*, [*a m*]*a*<sup>1</sup>-*ni* “her [mot]her *Taqūla*.”

<sup>161</sup> Edzard, 1968, no.s 44; 54; Krecher, 1974, no.s \*14; \*15; \*17; 18; 19; cf also MVN 3, no. 60 iv 1–3 (asterisk: person sold among recipients of price).

<sup>162</sup> BIN 8, no 363; VAS 25, no. 13; Edzard 1968, no. 48 (in l. 1’ read: *du mu-na-k* [*a m*]) “[*(Amount of silver)*] is [*the price of his wife(?) PN<sub>1</sub>*] and of his child [*PN<sub>2</sub>*]”; Steinkeller 1992, no. 59; MVN 3, no. 80; \*102; cf. also no. 77 (asterisk: father and brother).

<sup>163</sup> See note above; Steinkeller 1992, no. 57. I read in line 3: *da m-<sup>⌈</sup>ni<sup>⌋</sup>* (with the copy); Steinkeller: *da m-<sup>⌈</sup>gàr<sup>⌋</sup>*<sup>27</sup>.

<sup>164</sup> Steinkeller 1992, no. 58. I read in line 9’: [*še*]*š sa ĝ-ĝá-me*; Steinkeller: [*da*]*m-<sup>⌈</sup>gàr(?)<sup>⌋</sup> sa ĝ-ĝá-me*. As I understand the document, the woman sold into slavery is not named but described as “sister:” 2’-3’: *ní ĝ-<sup>⌈</sup>sa<sub>10</sub><sup>⌋</sup>, nín-kam* “it is the price of the sister.” One brother is selling her and 2 more brothers witness the sale and thereby give up the right to vindicate her.

<sup>165</sup> Edzard 1968, no. 45.



Ĝirsu, the administrative centre of the province of Lagaš, and he apparently has no claim to them<sup>166</sup>.

We suspect debt to be the reason, too, why a slave woman was sold on behalf of the governor for less than her estimated price<sup>167</sup>. It is also probable in cases where the person sold (so far all are male) is qualified by his patronymic indicating that a free person is sold into slavery<sup>168</sup> and where a profession is mentioned<sup>169</sup>. If we reduce the multiple occurrences of the slave woman Nin-ĝissu<sup>170</sup> to one and disregard the sales of the foundling<sup>171</sup>, of *igi-nu-du<sub>8</sub>*<sup>172</sup> and sources too damaged to give any clues in this respect<sup>173</sup>, there remain only 13 possible cases (out of 44), i. e. less than a third, of the persons sold probably being slaves at the time of the sale.

4.4.3.4 The overwhelming majority of documented slave sales therefore records the creation of slavery. We suspect that resales of slaves have not been committed to writing to the same extent as those documenting a change in the personal status.

Equally, one could conclude that slavery of family members and in the last resort also that of the head of the household for his or her debts was something normal. Therefore the exclamation of a defaulter “let them take away the area of the Inana-irrigation-ditch. But let them not lead away my children<sup>174</sup>!” was perhaps recorded in the ‘Grand document juridique’ because it was exceptional.

#### 4.4.4 Termination

4.4.4.1 Attempts at ending one’s slavery by running away will have been much more frequent than the two administrative letters (FAOS 19 : Ad 2; Nip 1) demanding that runaways located be returned indicate.

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<sup>166</sup> Edzard 1968, no. 46; the interpretation proposed here avoids the assumption of a scribal mistake (Edzard).

<sup>167</sup> Yang 1989, A 815; see above, note 90.

<sup>168</sup> Edzard 1968, no.s 40–50; 58; MVN 3, no. 62; see also no. 77.

<sup>169</sup> Foster 1983, no. 3: The person sold is a *má-lah<sub>5</sub>* “skipper.”

<sup>170</sup> Edzard 1968, no.s 55 and 82; Steinkeller 1992, no. 6.

<sup>171</sup> Edzard 1968, no. 43.

<sup>172</sup> Edzard 1968, no.s 40–41; cf. no. 42.

<sup>173</sup> Edzard 1968, no. 48; CT 50, 78; Biggs 1978, no. 9

<sup>174</sup> Wilcke, 1996, 56 ff., ‘Grand Document’, section K.

4.4.4.2 The case of the “cantors” (gala) bought by wives of stewards of Lagaš gives rise to speculation: Bara.g-namtara bought Lugal-níĝ-ĝá-ni in the year Lugal-Anda 6<sup>175</sup>. He reoccurs in a list of workers of the Ba’u temple erecting a pisé wall dated (Iri-kagina.k) year 4<sup>176</sup>. Sasa.g bought Amar-<sup>d</sup>Sàman in the year Iri-kagina.k 4<sup>177</sup>. He turns up in ration lists of the same temple dated Iri-kagina.k 6.<sup>178</sup> Did their status change or were they not acquired for the personal service of the wife of the steward but rather for service in the temple, the administration of which she headed? The latter is suggested by the qualification of the barley paid to Amar-<sup>d</sup>Sàman's father as “barley, property of (goddess) Ba’u” and by that of the group of workers as “owned people”. But why does Amar-<sup>d</sup>Sàman occur only in ration lists of year 6 and even then not regularly?

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<sup>175</sup> VAS 25, no. 13.

<sup>176</sup> VAS 25, no. 85 iv 3–4.

<sup>177</sup> FAOS 15/2, no. 90.

<sup>178</sup> Ration lists of the type še-ba igi-nu-du<sub>g</sub> íL šà-dub didli lú ú-rum <sup>d</sup>Ba-ú . . . “Ba’u’s barley rations for igi-nu-du<sub>g</sub>, carriers(?), single šà-dub.k-workers, owned people . . .” DP 115 xiv 10–11 (no ration number); TSA 17 xiv 8–9 ([ration number lost]); FAOS 15/2, 122 xiv 8’-9’ (4<sup>th</sup> ration); TSA 16 xiii 4–5 (8<sup>th</sup> ration); FAOS 15/2, 23 v 10–11 (11<sup>th</sup> ration); 17 xi 16–17. (12<sup>th</sup> ration); he is absent at the time of the 9<sup>th</sup> (VAS 25, no. 71) and the 10<sup>th</sup> ration (VAS 25, no. 11).

## 5. Family

### 5.1 Marriage

#### 5.1.1 Conditions

Iri-kagina.k prides himself in version (c) of his “reform texts”<sup>179</sup> on the abolition of the crime<sup>180</sup> of women “taking,” i.e., marrying two husbands:

“It was so that women of former times took two husbands each. Today’s women have dropped that crime.”

Formerly this was understood as the abolition of practices of polyandry; later the alleged abuse was explained as abstention from divorce in view of high costs and more recently as debt bondage of the woman to another man resulting in marital obligations to two men<sup>181</sup>. It would be simpler to assume that Iri-kagina.k is talking about the remarriage of widows (and divorcees).

“Why would Iri-kagina.k regard the remarriage of a widow as a crime?” asks R. Westbrook (e-mail of July 15<sup>th</sup>, 2003).

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<sup>179</sup> See above, with note 16. FAOS 5/1: Ukg 6 iii 20–24.

<sup>180</sup> With Gelb 1961, 122, and Steinkeller 1980, I understand the Sumerian term *za-áš-da* as a loanword from Akkadian *sartum* “lie,” “crime.” Yet (contra Steinkeller 1980; Westbrook 1996) it has to be kept apart from *zíz-da* = *kiššatum* “«(Ent)schädigung», «deliktisch begründeter Schuldklavenstand»” (Wilcke 1991) which may, but need not, be a loanword from *šertum* “offense,” “penalty.”

<sup>181</sup> Hruška 1973, 121 f., refers to the protagonists of the interpretation as polyandry and names W. v. Soden as the source of the more rational explanation (abstention from divorce) which he adopts. Cooper 1986, 77 f., note 8, “if (italics C. W.) *za-áš-da* (...) is not «crime» but «debt servitude»” (see note above) thinks of “a woman whose husband has put her in bondage to another man (...), so that she had, for all practical purposes, marital obligations to two men.” Selz 2000, 17 with note 99, ignores the evidence of new sources adduced by Wilcke 1991, again, links *za-áš-da* to *kiššatum* “debt servitude” but tries to combine it with *sartum* “crime” and following Cooper speaks of “(Ehe-)Frauenversklavung.”

Later law codes, collections of legal rules, and contracts as well, indeed, attest to the general right of widows to remarry throughout the millennia of Mesopotamian legal history from the Code of Ur-namma.k onwards. And Irikagina.k himself says that it was common legal practice before his “reforms”. But the same sources (with the exception of the Code of Ur-namma.k) also clearly show the tendency of law-makers and husbands in their testaments to drastically restrict its enjoyment in the interests of existing children and the family estate (Wilcke 1985 a, 303–313). For a very short time – I assume – Iri-kagina.k’s drastic formulation, which allows for no conditions or exceptions, turns this tendency into a rule of law.

Version (c) of his “reform texts” probably was the latest of the three edicts, and since version (b), which in the preserved parts contains no item absent from (a) and none of the special material of (c), cannot be earlier than year 7 of the ruler (see note 16), version (c) therefore will have been issued after the war with En-šakuš-ana.k of Uruk and during the war with Lugal-zagesi of Umma and Uruk. At this time the wars were taking a heavy toll of lives among the male population of Ġirsu – Lagaš was already lost. Perhaps Iri-kagina.k’s drastic new rule was aimed at making widows maintain their role as heads of the household, since there were all too often no adult sons or younger brothers of the deceased who could take over this function if a woman remarried and entered a new household. If remarriage was made a crime, this would preserve the structure of functioning households and thus one of the basic elements of the economy of the ‘city state’. And if eligible men were wanting, it would be in the best interest of heads of households wanting to give their daughters in marriage an to thus create new alliances to exclude widows and divorcees from the marriage market.

Equally, no evidence for polygamy can be found in our sources. Marriage was monogamous. Taking a female slave as a concubine was a probably not exceptional<sup>182</sup>.

### 5.1.2 Terminology<sup>183</sup>

In Sumerian, both partners to a marriage are called *dam*. The Akkadian terms *aššatum* and *mutum* for “wife” and “husband” are not yet attested in syllabic writing.

The wife is *é-gi<sub>4</sub>-a* (= *kallatum*) to the family of the groom; the husband is *mušsa<sub>x</sub>(Mí.ÚS)*<sup>184</sup> (= *emum*) to the family of the wife. The Akkadian term *emum* is reciprocal: it also names the male members of the bride’s family in relation to the groom; her mother is his *emētum*.

<sup>182</sup> See above, 4.4.2.2, on “house born slaves.”

<sup>183</sup> See Wilcke 1985a, 219–241.

<sup>184</sup> On the reading see Steinkeller 1992, p. 37f.

To take a spouse is Sumerian *tuku*; apart from the passage quoted from the “reform texts” of Iri-kagina.k (5.1.1), it is to date only attested with the husband as the (ergative) Subject in the period under discussion. Akkadian *aḫāzum* is found once with this meaning<sup>185</sup>.

Sumerian *dam taka<sub>4</sub>* means to divorce. The expected Akkadian term *ezēbum* is still missing in the extant documentation.

### 5.1.3 Formation

#### 5.1.3.1 Marriage Contract

5.1.3.1.1 The basis of marriage is a contract, or rather, a sequence of contracts beginning with the agreement of the heads of two families on a marriage. We assume this step on the basis of later evidence. Later (the family of) the groom brings gifts (*nîḡ-mussa<sub>x</sub>* + verb *ak*, *terḫatum* + verb *wabālum*), a kind of “bridewealth,” to the house of the bride’s father or custodian<sup>186</sup>.

<sup>185</sup> MVN 9, no. 193, 15 (cf. 4), if restored correctly above (3.3.6 with note 115).

<sup>186</sup> Falkenstein 1956, 103 f., has convincingly argued that originally these gifts were meant for the marriage feast. The earliest example is found in the Fāra text TSŠ 515 rev. ii 3–5: 5 siki ma-na, nîḡ-sa<sub>10</sub> DUN-ni-ga-kam<sub>4</sub>, nîḡ-mussa<sub>x</sub> nin-1-kam “5 pound of wool, price for fattened pig(s) is the bridewealth of 1 sister;” see Edzard 1976 a, 176. An OAK document from Ešnunna (Gelb 1952, no. 169) lists the *terḫatum* brought by a man to a woman and a man in the presence of witnesses: sheep, silver, several garments, pigs, oil, malt, wool, shoes and unidentified objects. This list demonstrates that the Sargonic *terḫatum* is still far from the cash payment of OB times and much closer to the Neo-Sumerian nîḡ dé-a and nîḡ-mussa<sub>x</sub> (Mí.ÚS)<sup>sá</sup>. The Sargonic document TIM 9 no. 98, in Sumerian language, tentatively edited by Wilcke 1985 a, 240, has been reedited by Steinkeller 1992, no. 10, on the basis of a new autograph copy by J. N. Postgate. Some of Steinkeller’s new readings are helpful, others and the interpretation (based partly on Bauer 1985) are not convincing: The preserved part of the tablet does not point to litigation; a gloss ú to an alleged mussa<sub>x</sub> in obv. 6 makes no sense; the sign read “pum” does not look like KAXKÁR; but it may still be a SI with scratches or an accidental tiny wedge at the end. I therefore reconstruct the text as: <sup>1</sup>Géme<sup>1</sup>-<sup>d</sup>Ma-[ma/mi], <sup>1</sup>é<sup>1</sup>-gi<sub>4</sub>-a, <sup>1</sup>Ur<sup>1</sup>-Kèš<sup>ki</sup>-kam, <sup>1</sup>Nin-ḡiš-da-na-ni, ù Šeš-<sup>1</sup>gu<sup>1</sup>-la, urum<sub>x</sub>(<sup>ú</sup>Mí.ÚS)-me, K[a]-<sup>1</sup>x-tum<sup>1</sup>, [x x x] <sup>1</sup>x<sup>1</sup>, [lacuna of several lines], (rev.) [nîḡ-mussa<sub>x</sub>-

5.1.3.1.2 Breach of such a contract leads to litigation: Ur-lugal.k swears an oath before the saĝĝa of Isin<sup>187</sup> not to raise claims against Nin-gula and declares under oath: “A husband of her choice (lit.: heart) may marry Ningula. I certainly shall not hinder her!” He therefore had a right to marry her (not a right to her<sup>188</sup>), a right resulting from a marriage contract which he now relinquished. The formulation exactly mirrors that of CH §§ 137 (divorce), 156 (seduction by the father in law) and 172 (widowhood), and since neither parents nor a guardian of Ningula are mentioned, she will have been an independent woman.

This would have occurred before the consummation of the marriage, i.e., in the state called by modern scholars “inchoate marriage.”<sup>189</sup>

#### 5.1.3.2 Costs

Iri-kagina.k’s “reform texts” revoke payments to be made to the steward, the Great Vizier and an abgal-priest after someone “poured” make-up (*kohl*) on a head, clearly a symbolic act. With Hruška (1973) I understand it as an anointment in the process of marriage formation<sup>190</sup>.

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bi, in-a<sub>5</sub>, 𒅕Du<sub>11</sub>-ga<sup>1</sup>-ni, 𒀭NÍTA.ÚS.SI<sup>1</sup>, 𒌷Lugal-𒀭iti<sup>1</sup>-da, dumu Ur-<sup>d</sup>Dumu, Luga[l-x]-x, [x]x [x x], [rest broken] “Geme-Ma[ma/i.k] is the daughter-in-law of Ur-Keš.k. *Ningiš(zida)-danānī* and Šeš-gula are (male) in-laws of the groom; K. [was the groom. (List of objects)]. He brought this bridewealth. Dugani was the best man. (Witnesses) [...]” The text then names the parties to the marriage and the best-man as a crucial witness. The assumption that NÍTA.ÚS.SI<sup>1</sup> stands for the word /niĝirsi/ written MI.MÍ.ÚS.SI in the Early Dynastic lexical list ED Lu E 157 (after MÍ.ÚS and <sup>u</sup>MÍ.ÚS.SÁ) and that these three terms name the three male agents at the realisation of a marriage still seems reasonable to me. The writing niĝir-si is already attested earlier, on the Ušumgal-stele, see below, 5.1.4.1

<sup>187</sup> Edzard 1968, no. 85; MVN 9, no. 193, 15, if restored correctly above (3.2 with note 114) resulted in the realisation of the marriage.

<sup>188</sup> Wilcke 1968, 157f.

<sup>189</sup> R. Westbrook 1988, 34–38.

<sup>190</sup> It is mentioned directly after similar but lower payments now abolished for divorce.

Although Iri-kagina.k claims to have abolished this payment, the mention of “silver of having taken a spouse” (kù ðam tuk u-a.k) in a Sargonic list of commissioner fees from Ġirsu points to a continued use of payments to the administration for (the approval of a ?) marriage at Lagaš<sup>191</sup>.

#### 5.1.4 Marital Property

##### 5.1.4.1 The Ušumgal Stele

The economic basis of a newly founded family is formed in two ways: a) by property owned by or given to the groom and b) in the form of a dowry given to the bride. Both sources are seemingly attested in one of the earliest stone documents dealing with landed and other property: The Ušumgal Stele (ELTS 12) dating approximately to the ED I period. The relief engraved on it shows a woman (Bára.g-an.k-igi-zi-abzu.k child of A-kalam-šè) and a man (Ušumgal pa<sub>4</sub>-šeš bára.g An.k) of equal height meeting at a door, both followed by persons depicted on a smaller scale, each of them identified by a caption. The name of one of them is repeated (in front of the feet of the woman) and qualified as niġir-si “best-man”. The text written on the stele enumerates objects of (mostly landed) property and sums up the fields as za<sub>x</sub>(LAK 384) Ušumgal “property of Ušumgal”. The properties are identified by personal names, sometimes with an additional “brought” (a-TÚM) or “made over” (ġiš ab-bala). A peculiarity is that in 2 cases the numbers giving the measures of the fields and once the number of oxen are engraved not in the usual rounded form but linearly. And here the names have different additions: twice what I propose to read as é-gi nam-ku<sub>5</sub> and once the mentioned niġir-si. The word nam-ku<sub>5</sub> is the term for the declaratory oath, é-gi<sub>4</sub> means “to deflower” (é-gi<sub>4</sub>-a “daughter in law” meaning “the deflowered one”)<sup>192</sup>. Text and image combined tell of a marriage and the formation of marital property,

<sup>191</sup> ITT 2/1, no. 2917; see Falkenstein 1956, 105; Wilcke 1985, 253; see also Foster 1982, no. 10.

<sup>192</sup> The signs GI and GI<sub>4</sub> are exchangeable in early texts as far as I can see.

partly given to the groom by single persons (of his family, one supposes, as a marital gift) and partly by the “best man” and witnesses to the defloration who may have a common bond with the bride. This does not look like a dowry, but it could have a similar function.

#### 5.1.4.2 The Blau Monuments

A similar constellation, a man and a woman facing each other, is depicted on the Blau Stones (ELTS 10–11), one of them naming a field, its location and a person, the other a group of commodities which would very well fit Falkenstein’s idea of the *consumtubilia* of the marriage feast.

#### 5.1.4.3 Gifts to the Wife: Dowry and/or Marital Gifts

Women frequently occur as sellers of landed property. Information as to whether they acted on behalf of or as head of their family in the absence of their husbands or in the event of his death or whether they owned the object directly as their own property was important for the buyers.

The origin of the field held jointly by the saĝĝa of Keš and his wife<sup>193</sup> is unknown. Prince Lumma-tur, son of the steward Enanatum I., bought 2 fields from a woman called “E-bára.g-šudu, wife of the field recorder Amartur<sup>194</sup>.” These fields<sup>195</sup> are qualified as aša<sub>5</sub> saĝ -[x]-[x]. I propose to restore aša<sub>5</sub> saĝ-r[iĝ<sub>7</sub>] “gift field” referring to the seller’s dowry or a marital gift to her<sup>196</sup>.

<sup>193</sup> If my interpretation (Wilcke 1996, 44–47) of the the document Foxvog (1980) = ELTS 32a is correct.

<sup>194</sup> Lummat-Tablet I: Edzard 1968, no. 117; ELTS 22 iii (rev.) “67” and col. iv.

<sup>195</sup> The authors of ELTS assume a now lost line between the measurements of these two fields. This does not seem conclusive.

<sup>196</sup> The authors of ELTS restore the line as “gán sag-[du<sub>5</sub>-ka] the field of the field recorder,” which would say that the woman was selling her husband’s field and refer to him not as her husband but by his title. This last and badly preserved document copied on the stone tablet ‘no. 1’ of Lummat-ur is peculiar as it differs from the preceding three ones in not calling the sons and presumed heirs of the field recorder Amar-tur “lords of the field” which would be necessary if they were among the sellers. The authors emend the text (“iv 51”). But this is unnecessary if the



Another widow sells an equally quite large field (1 bùr and 1 rope) designated as her female-gift field (aša<sub>5</sub> MUNUS saĝ-rig<sub>9</sub>)<sup>197</sup>. Here she is the sole recipient of the price.

#### 5.1.4.4 Gifts to the Groom

We recognised gifts to the groom, possibly from his family, in part of the fields and other property listed on the Ušumgal stele. When prince Ur-Tarsirsira.k had lead away (from her home) his wife Nin-eneš, his parents, the steward Lugal-Anda and his wife Bára.g-namtara, gave him a rich array of, *inter alia*, luxury goods and household utensils<sup>198</sup> – perhaps in lieu of a dowry from the bride?

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(widowed) wife is selling her own property having the right to dispose of it at her own discretion as is amply attested in OB times for *naditu*-priestesses and for wives (Wilcke 1985 a, 265 with note 83). In this document she and another woman, probably her daughter, receive the níĝ-ba-part of the price (see below, 8.1.1.3; 8.1.3.1.1). They therefore should be the recipients of the main part of the price (níĝ-sa<sub>10</sub>.m), too. I propose to restore the beginning of this document as: 0;1. 2<sup>1</sup>/<sub>4</sub> GÁNA [éš sa<sub>10</sub>-ma-ta], <sup>iv</sup> 1<sup>1</sup>;0.3 GÁ[NA], aša<sub>5</sub> saĝ-r[ig<sub>7</sub>], É-bára-šú-d[u<sub>7</sub>], ʾdam Amar-tùr, <sup>5</sup> s[<sub>a</sub>12]-[du<sub>5</sub>]-ʾka<sup>7</sup>, [aša<sub>5</sub> saĝ-rig<sub>7</sub>], [Ama-bára-si], [dumu Amar-tùr], [sa<sub>12</sub>-du<sub>5</sub>-ka], <sup>10</sup> [É-bára-šú-du<sub>7</sub>], [dam Amar-tùr], [sa<sub>12</sub>-du<sub>5</sub>-ka], [Ama-bára-si], [dumu Amar-tùr], <sup>15</sup> [sa<sub>12</sub>-du<sub>5</sub>-ka-šè], [Lum-ma-tur], [dumu En-an-na-túm], [énsi Lagaš-ka-ke<sub>4</sub>], [e-ne-šè-s]a<sub>10</sub>, <sup>20</sup> etc. (= line 23 in the reconstruction in ELTS). “1 rope 2<sup>1</sup>/<sub>4</sub> dike [measured by the purchase rope] (and) 1 bùr 3 dike, gift-field of E-bara.g-šudu, wife of the fi[eld recor]der Amar-tùr.k, [and gift-field of Ama-bara(ge)-si, child of the field recorder Amar-tùr.k, Lumma-tur, child of En-anatum, steward of Lagaš, bought [from E-bara.g-šudu, wife of the field recorder Amar-tùr.k, and Ama-bara(ge)-si, child of the field recorder Amar-tùr.k.” Lines [6–10] could perhaps also be restored as: <sup>6</sup> [(níĝ) É-bára-šú-du<sub>7</sub>], [dam Amar-tùr], [sa<sub>12</sub>-du<sub>5</sub>-ka-ke<sub>4</sub>], [Ama-bára-si dumu-ni], <sup>10</sup> [saĝ-šè e-na-rig<sub>7</sub>-ga] “[Which E., the ..., had given to her child Ama-bara(ge)-si].”

<sup>197</sup> Wilcke 1996, 54–56: ‘Grand document juridique,’ section I+J.

<sup>198</sup> DP 75; see Wilcke 1985 a, 284. Note that the verb form is neutral as to the gender of the recipient of the gift – a dative of the animate class in the singular: it could be either the groom or the bride. I assume the groom to be the receiving party as it is a present from his parents and he is the ergative subject of the sentence marking the occasion.

### 5.1.5 *Dissolution of Marriage.*

The fragmentary Sargonic document, Donbaz/Foster 1982, no. 169 ii 5-iii [?], mentions 7 shekels of silver as “divorce [payment]; [L]ugal-KA [will give it to] his [w]ife Géme-tur (7 gi ĝ<sub>4</sub> k ù [k ù da]m ta ka<sub>4</sub>-a-kam, [L]ugal-<sup>⌈</sup>KA<sup>⌋</sup>-e, <sup>⌈</sup>Géme-tur<sup>⌋</sup> [da]m-ni, [i-na-a-b-sum-mu, ...]). As this is a list of commissioner’s fees, one may assume that a commissioner was involved, too, and that he received a fee.

The dissolution of an inchoate marriage was mentioned above (5.1.3.1.2). The last words of the man’s oath: “I shall not hinder her!” strongly point to the woman as the initiator of the divorce.

Iri-kagina.k’s “reform texts” claim the abolition of payments to the steward and the Great Vizier “after a man divorced a wife<sup>199</sup>.”

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<sup>199</sup> FAOS 5/1: Ukg. 6 ii 15’-21’; iii 1’-5’.

## 6. Property and Inheritance

### 6.1 Tenure

#### 6.1.1 Ownership

6.1.1.1 From the earliest documentation onwards, private ownership of fields, houses, and later of slaves and animals, and their alienation, are attested. Private property could even be owned by slaves (see above, 4.4.2.1). Although the evidence is not conclusive it is safe to assume that the transactions recorded on the earliest stone documents are purchases of land<sup>200</sup>. The areas changing hands can be extensive, and what was accumulated by one person sometimes had the size of *latifundia*. According to the En-ḫeḡal tablet (ELTS 20), the išib priest Lugal-kigala acquired an area of 150 bùr, i. e. 15 km by 650m.

6.1.1.2 The owner was the head of the household, and he or she made the respective use of that right. Members of the household – usually 2 to 4 generations of possible claimants of inheritance rights to the object sold or to parts of it – witnessed the alienation of the property. Households were therefore nuclear families. There is no evidence for clans or even larger groups of the population exercising property rights. On the other hand, nuclear households may jointly form parts of greater households if (parts of) the inheritance has (have) not yet been divided among the heirs.

6.1.1.3 Ownership is generally expressed either by a genitive attribute or a possessive pronoun referring to the owner; it may be underlined by the adjective ú-rum ([Wilcke apud] Selz 1993, p. 110f) by use of the compound níḡ ní+possessive pronoun+genitive suffix -ak “thing of its/my self” instead of the simple possessive pronoun referring back in one case to the ‘city state’ of Lagaš and in the other to the god Nin-ḡirsu.k as the owner (FAOS 5, Ean. 1 iii 20; 30).

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<sup>200</sup> See below, 8.1.1.

6.1.1.4 Wives and probably also daughters enjoyed special property rights in marital property given to them either as a dowry or as a marital gift; see above 5.1.4.3.

6.1.1.5 It may be due to the vagaries of archaeological discovery that practically no purchases of landed property from the Sargonic Period from the provinces of Lagaš and Umma are preserved, the exceptions being a possible house purchase from Ġirsu (8.1.5.1.5) and a royal purchase of fields from temple officials (mentioned under 8.1.5.1.2.1 and in note 20). But in view of the total absence of field purchases from southern Mesopotamia in the Ur III period this may be no accident and may point to the inalienability of fields (as opposed to houses and gardens) in this area already in the Sargonic Period, perhaps even to the absence of private ownership of fields.

## 6.1.2 Possession

6.1.2.1 A difference between ownership and possession may be observed in late OS and OAkk times; see below 8.1.5.1.4.2 and 8.1.5.2.1.3.

6.1.2.2 Dependents of the temple and/or 'state' held prebend land (aša<sub>5</sub>.g šuku-ġá.k) or could lease fields from their employer (see above, 2.1.3.4.1).

## 6.2 Inheritance

### 6.2.1 ED I to Fāra Period

Information on inheritance is only indirect. Some of the earliest stone documents recording field sales (see above, 6.1; below, 8.1.1) point to an underlying division of inheritance. Thus, e.g., ELTS 1 divides a total area of 45 b̄r coming from 4 people, 3 of them listed for 15 b̄r each and the fourth for 10. In ELTS 3, the total of 10 b̄r is broken down into two groups of 3+2 b̄r (with a summation of the first group as 5 b̄r). In ELTS 8, the total of 28<sup>1</sup> b̄r<sup>201</sup> is divided into three groups, one of 14 b̄r (the summation of 9+5 b̄r), one of 1[2] b̄r (the sum of 5+4+<sup>1</sup> 3<sup>1</sup>) and one of 2

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<sup>201</sup> The photograph shows a second, but damaged, 10.

bùr. Similarly, in the majority of Fara period field and house sales 2 or more persons receive the price.

### 6.2.2 *Fāra and Old Sumerian Periods*

6.2.2.1 The texts written on the stone tablets from Isin (ELTS 14–15<sup>202</sup> a little later than Fāra), the Adab document ELTS 32, the somewhat later Lummatu tablets from Ġirsu ELTS 22–23 and the ‘Grand document juridique’<sup>203</sup> from Isin are better understood. Again, several cases of dissolved communities of heirs may be observed.

6.2.2.2 Sections A+B of the ‘Grand document juridique’ clearly show that the wife and her son inherited not only the property of the deceased head of the household but also his obligations<sup>204</sup>.

6.2.2.3 According to the document Foxvog (ELTS 32a)<sup>205</sup> from Adab, a son inherits a claim to payments.

6.2.2.4 Widows inherit the administration of their husband’s estate for the benefit of their sons. This is made evident by a son participating in transactions by his mother<sup>206</sup>.

6.2.2.5 A right of inheritance of brothers, a sister and other members of the household of the deceased may be concluded from their role as witnesses to sales contracts<sup>207</sup>, since in participating they forego future claims to the object of the sale, especially when the scribes underline it in calling them “brother” or “sister of the man<sup>208</sup>”, “brother of the field” or “(member of the) household of

<sup>202</sup> Wilcke 1996, 38; 41–43.

<sup>203</sup> Grand Document, Wilcke 1996, 47–67: sections A+B (mother and son); F (brothers), M (2 brothers and the wife of the third one); P+Q+R (children of 3 brothers?); V (brother and sister); W-CC (descendants of PN and the wife of one of them: 2 generations).

<sup>204</sup> See previous footnote.

<sup>205</sup> Wilcke 1996, 44–47.

<sup>206</sup> E. g. ‘Grand document juridique,’ sections A+B (Wilcke 1986, 48–50).

<sup>207</sup> E. g. Edzard 1968, no. 13 iii 1; ELTS 14, section F (Wilcke 1996, 41 – of the two alternatives mentioned, it seems more plausible that the witnesses are the father and the brothers of the deceased); ELTS 32 a (document Foxvog 1980).

<sup>208</sup> See Krecher 1974a, p. 169f.; Edzard, 1968, no. 7 iii 8 (n i n l ú); 8 iv 3; Krecher 1974a no. 4 iii 9; Viscato/Westenhof 2000, no. 5 iii 10 (še š l ú).

the field<sup>209</sup>.” It is therefore not surprising when the “little sister” (nin-TUR) of a deceased seller receives the last instalment of the price at the time of his funeral<sup>210</sup>.

6.2.2.6 The right of a widow to dispose of her dowry or marital gift in bequeathing it to her daughter was discussed above (5.1.4.3).

### 6.2.3 Sargonic Period

6.2.3.1 At Adab, a commissioner divides a woman’s estate and receives a fee<sup>211</sup>. But the list of commissioner fees from Ġirsu ending with the words “Dada and Urti will divide (among themselves) 6 slaves. Lu-Nanše.k is commissioner” mentions no fee<sup>212</sup>. Evidently in both cases a law court had been approached to help divide the inheritance in question.

6.2.3.2 These laconic words sum up probably long and difficult legal disputes over inheritance which were seldom easily resolved. The so-called ‘Enlile-maba archive<sup>213</sup>’ documents the passage of a disputed estate through 3 generations of merchants in Sargonic Nippur. The estate is called the za<sub>x</sub>(LAK 384) “property”, “estate” of the deceased<sup>214</sup>. The paths of transmission of some of the items are complicated and cannot be reconstructed in detail<sup>215</sup>. Part of

<sup>209</sup> Wilcke 1996, 36, on ELTS 15 vi 19 (*ad* sections F, G, L).

<sup>210</sup> Edzard 1968, no. 35 iv 3; see Wilcke 1996, 46 f.; 2000a, 364.

<sup>211</sup> OIP 14, no. 90; see above, note 81.

<sup>212</sup> ITT 2/1, 2917 (Foster 1982 b, no. 10). Is the fee missing for the lack of space? The copy shows the last line with the name of the commissioner somewhat squeezed.

<sup>213</sup> Westenholz 1987, no.s 44–78.

<sup>214</sup> On za<sub>x</sub>(LAK 384) see Civil, 1983. Westenholz 1987, no. 45 ii 14–iii 1 = 48 ii 12–14: za<sub>x</sub> Lu gal-inim-e-ġiš-tuku-kam, Ur-<sup>d</sup>Namma-<sup>r</sup>ke<sub>4</sub><sup>1</sup>, i-ba “It is the estate of Lugal-inime-ġiš-tuku. Ur-namma.k received it as (his) share;” (cf. no. 44, 8: za<sub>x</sub> Lu gal-inim-e-kam); no. 52, 11–15: za<sub>x</sub> Gan-<sup>r</sup>da<sup>1</sup>[Šè]-ri<sub>5</sub>-[da-kam], En-líl-l[e-ma-ba], dam-gàr i-[gi], mu-lugal-[šè], inim-bi a[l-ti] “It is the property of Gan-[Še]ri[da]. The merchant Enlile-[maba] confirmed it. By (promissory) oath by the king’s name (not to contest it) this affair is [closed];” 53, 5: za<sub>x</sub> a d-da-k[am] “It is the father’s property”. – BIN 8, 91 seems to render the account of the estate (za<sub>x</sub>) of a certain [x]-šà (see iii 6’).

<sup>215</sup> It is not possible to reconstruct the family tree since no filiations are preserved.

6.2.3.4. In all these cases the right of women to the parental estate seems to be limited to the property of their mothers, presumably their dowry<sup>219</sup>.

<sup>219</sup> I assume that in Westenholz 1987, no. 48, Ur-Namma.k had appropriated property of his mother. After his death the special property of his wife (too) had to be reclaimed from his estate; see above, 3.5 with note 125.

6.2.3.5 When Gudea of Lagaš and Ur-namma.k of Ur introduce the right of a daughter to become an heir to her parental estate this seems to be a major reform (see above, 1.1).



## 7. Treaty

### 7.1 Indirect Attestation

Treaties between ‘city states’ are mostly indirectly attested: En-metena.k’s report about the border dispute between Lagaš and Umma solved by king *Mesalim*<sup>220</sup>, his own agreement with Il of Umma at the time Il went from Ĝirsu to Umma to receive the stewardship there<sup>221</sup>, and his treaty on equal terms (brotherhood) with Lugal-kineš-dudu of Uruk<sup>222</sup>.

### 7.2. The treaty of E’anatum of Lagaš with Enakale of Umma

7.2.1 E’anatum of Lagaš describes in the text inscribed on the Stele of Vultures how he entered into a treaty with En-akale of Umma after defeating him in battle. The treaty concerns the border in the Gu’edena.k district. E’anatum restored the old border dike and reerected there the stelae put up by king *Mesalim* of Kiš several generations before his time. He then measured off a 12630m wide “ownerless” strip of land belonging (the god) Ningirsu.k, i. e. on the Lagashite side of, and running parallel to, the old dike, built a new border dike and raised there new inscribed stelae<sup>223</sup>. He

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<sup>220</sup> FAOS 5/1: Ent. 28–29 i 1–12.

<sup>221</sup> FAOS 5/1: Ent. 28–29 iii 28–37 || iv 18–27.

<sup>222</sup> FAOS 5/1: Ent. 45–73 ii 4–10.

<sup>223</sup> FAOS 5/1: Ean. 1 x 12–xi 4; Ent. 28–29 i 32–ii 10 || ii 1–27 “E’anatum, steward of Lagaš, the uncle of Enmetena, the steward of Lagaš, demarcated the border with En-akale, steward of Umma. He let its dike branch off from the Princely Canal to the Gu’edena. k. He left (in a distance of) 210½ ropes towards the side of Umma field of Nin-ĝirsu.k and established it as ownerless field. At this dike he inscribed (several) stelae and he restored the stelae of *Mesalim*. He did not cross towards the steppe of Umma.” (The sign in ii 10 || ii 27 is a clear DAB<sub>5</sub>.)

seemingly set up further stelae in the temples of Ninĝirsu.k and Nanše<sup>224</sup>.

7.2.2 The treaty itself consists of oaths by the life of six deities taken by both parties, but only that of the allegedly inferior one is quoted verbatim<sup>225</sup>: “E’anatum gave the great battle net of Enlil<sup>226</sup> to the man of Umma and swore to him an oath by it<sup>227</sup>, while the man of Umma swore to E’anatum by it: «Life of Enlil, king of heaven and earth! I shall make use of the field of Nin-ĝirsu.k against the payment of rent!» He was speaking to the old dike<sup>228</sup>: «Forever and evermore, I shall not cross the borderline of Nin-ĝirsu.k! I shall not alter its dike and canal! I shall not destroy its stelae! If I cross it, may the great battle net of Enlil, king of heaven and earth<sup>229</sup>, by which I have sworn, fall down from above onto Umma!» E’anatum was very wise and put great things into action. He anointed the eyes of two doves(?)<sup>230</sup> with *kohl* and adorned

<sup>224</sup> FAOS 5/1: Ean. 1 xii 15–xiii 2, restoring: [dNin-ĝír-su-ra], [mu-na]-ĝ[en], [É-ninnu-a], [na] [ba-ĝú], [dNanše], [mu]-na-ĝen, [É]-maḥ, [dNanše]-ka, [na] ba-ĝú “[He] we[nt to Nin-ĝirsu.k and raised] a stele [in the Eninnu(?)]”; he went to [Nanše] and raised [a stele] in [Nanše’s] Emaḥ;” see Cooper 1986, La 5.1.

<sup>225</sup> FAOS 5/1: Ean. 1 xvi 12–rev. v 41; see Cooper 1986, La 3.1 (p. 35–37); Edzard 1976 b, 64–68. I blend the preserved parts of the oaths by the different deities into one, as at least five of them are identical, with the exception of the names and epithets of the deities invoked, their cities and the animals sent to them. Somewhat differently worded is the last oath by the earth goddess Nin-ki.k. Minor variants are ignored here.

<sup>226</sup> In the oaths following: of Nin-ĝirsu.k, of Enki.k, lord of the Abzu, of Su’en, the impetuous calf of Enlil, of Utu, lord of (rules) set up.

<sup>227</sup> With the goddess Nin-ki.k the text formulates: “he was invoking the name of Nin-ki.k” (i.e., swearing a promissory oath).

<sup>228</sup> I regard this sentence which puzzled earlier translators as a narrative insertion interrupting the speech in order to introduce a new direction of the speaker: e sum un-šè na-e. The sign read sum un is a clear TIL (Ean. 1 xvi 25; xx 15; rev. iv 3) and of its possible readings (til, úš/ug7, sum un, idim; see Steinkeller 1981b) only sum un “old” seems to fit the context.

<sup>229</sup> In the oaths following: of Nin-ĝirsu.k, of Enki.k, of Su’en, of Utu (with the same epitheta). In the oath Nin-ki.k, the goddess is to cause the snake to bite Umma’s feet.

<sup>230</sup> Four doves for Su’en; two carps for Enki.k; names and number of animals not preserved with Enlil (doves?) and Nin-ki.k. With the goddess Nin-ki.k it may have been a snake; see below, note 232.

their heads with cedar (leaves). «Will he by whoever's talking or by whoever's arguing be caused to contest it<sup>231</sup> – the day there happens an obstruction, or will be an appeal, if he changes this word (= treaty) may the great battle net of Enlil<sup>232</sup> by which he has sworn fall down from above onto Umma!»”

Beside the non-aggression agreement the treaty contains a contract about a field rental, a type of contract well known from private law, although not documented at this early time.

7.2.3 The description of E'anatum's actions before the oaths are taken reveal what the narrative is trying to gloss over: this is a truly bilateral treaty. The steward of Lagaš gives up a large tract of land for use by Umma which in turn is bound to pay rent for it. If E'anatum was really victorious in battle the treaty speaks for political wisdom on his part. Be this as it may, a generation later, in Enmetena.k's times, it turned out that over a long period Umma had not paid the rent due and in order to end its obligation again went to war.

### 7.3 The Treaty of Narām-Su'en of Agade with an Elamite Ruler

Quite different in concept and style is the treaty from Sargonic times between Narām-Su'en of Agade and an Elamite ruler of which only the Elamite version is preserved. This is an alliance naming the duties of each party towards its partner, but only Elamite gods are invoked<sup>233</sup>.

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<sup>231</sup> See Edzard 1972, 25–29; Wilcke 1990, 496, on the passive force of /-a-da / -forms; see also note 385 below.

<sup>232</sup> Of Nin-ḫursaġa.k, of Enki.k, of Su'en, of Utu; “may Nin-ki.k to whom he had sworn by it cause the snake from below to bite Umma's feet. May Nin-ki.k remove its (= Umma's) feet from the earth when they are about to cross this dike!”

<sup>233</sup> Hinz 1967; Carter/Stolper 1984, 14f.

## 8. Contract

### 8.0 Introduction

The documents of this period are never title deeds. They serve as an aide-mémoire and do not create a claim to something or against somebody.

The parties to a contract are throughout named, individual persons. They hold, acquire and relinquish rights to property, services and obligations, may claim and enforce them and pass them on to their heirs. This is also the case if in their capacity as prebend holders they act for the institution they represent, a fact never mentioned in the documents.

The contract is an oral procedure and may be accompanied by legally operative actions, either symbolic or – like a payment into someone’s hands – directly effective. Contracts may take a long time to be concluded, as is especially evident from purchases of landed property. Therefore the statement of conclusion (*inim til*; *kušurrā’um*) becomes more and more important<sup>234</sup>.

### 8.1 Sale

Scholars throughout have conceived of the Ancient Mesopotamian sales contract as a “cash sale” (“Barkauf”) creating the buyer’s ownership of the object bought in tandem with his payment of the price to the seller. This may turn out to be a too far-reaching conclusion from the formulaic structure of OB sales contracts; see below, 8.1.5.2.3.8.

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<sup>234</sup> See Wilcke 1996, 23 f.; 2000b, 46, with note 110; below, 8.1.4.1.3 with note 255; 8.1.4.2.2 (end) with note 262; 8.1.5.1.2.2.2 with note 269; 8.1.5.2.3.5–8 with notes 310; 313.

### 8.1.1 Sale: Terminology

8.1.1.1 The Sumerian word “to buy” is  $sa_{10}$ , construed (in OS and Sargonic times) with the absolutive of the OBJECT bought, the ergative case of the BUYER and the terminative of the one from whom it is bought, i.e., the SELLER (cf. *acheter quelque chose à quelq’un*). The verb  $sa_{10}$  also means “to sell” (attested in a Sargonic note about sold branded cattle; see Steinkeller 1989, 157<sup>458</sup>; 161): then  $sa_{10}$  with the absolutive of the OBJECT, with the ergative of the SELLER and the ablative(-instrumental) in the verbal prefix chain: -ra- or -ta-) is used.

The original meaning possibly was “to pay the purchase price” as postulated by Paul Koschaker in 1941 (see Steinkeller 1989 a, 156<sup>446</sup>). It occurs in OS texts at least twice in the construction “something (PRICE, absolutive) paid for something (OBJECT, locative)”; this is well attested in Ur III documents<sup>235</sup>. This construction is not interchangeable with “to buy something (OBJECT, absolutive) for (or with) a PRICE or commodity used as CURRENCY (ablative-instrumental)” as previously assumed (Krecher 1980, 496; Steinkeller 1989a<sup>461</sup>; Selz, FAOS 15/1, p. 292f.).

The word “price” is derived from  $sa_{10}$  “to buy”:  $ní\hat{g}-sa_{10}.m$  (<  $*n\acute{i}\hat{g} sa_{10}-a-m$  “it is the thing which bought”), sometimes shortened to simple  $sa_{10}.m$  (<  $*sa_{10}-a-m$  “it is what has

<sup>235</sup> OS: FAOS 15/1, 77 i 1–2: 10 kor of barley was paid for silver ( $\bar{r} k\bar{u}-ga^{\bar{r}}$  ba- $sa_{10}$ ); RTC 25 i 1–ii 3: 6 ma-na a-ru<sub>12</sub>-da<sup>urudu</sup>, kù-ga  $sa_{10}-sa_{10}-d\bar{e}$ , Da-du-lu<sub>5</sub>, dam-gàr, Umma<sup>ki</sup>-š\bar{e}, ba-rê<sub>6</sub> “The merchant Dadulu took away to Umma 6 pounds of copper to pay for silver.” – Ur III texts, e.g.: SAT 2, 124:1 silver paid for cattle (gu<sub>4</sub>-a “ $sa_{10}$ ”); 269:1–3 silver, ..., paid for a wooden ploughshare ( $\bar{g}i\bar{s}e-m\bar{e}-a$  “ $sa_{10}$ ”); 365:1–2 barley paid for beer (kaš-a “ $sa_{10}$ ”); SAT 3, 1410:7 barley paid for bricks (sig<sub>4</sub>-a “ $sa_{10}$ ”); BIN 3, 530:1–4 flour paid for salt and for a container (mun-a  $sa_{10}-a$ ; ša-ga-ru-a  $sa_{10}-a$ ; cf. UTI 2100; AAICAB 1/2 Ashm. 1935–513); SAT 3, 1976:1–3 barley to pay for reed (gi-a  $sa_{10}-sa_{10}-d\bar{e}$ ), UTI 3151:1–2 barley paid for reed (gi-a  $sa_{10}-a$ ; cf. MVN 21, 311:14; 317:3–5; UTI 732:[7]; 1357:1–2, SAT 3, 2136:9 “ $sa_{10}$ ”); UTI 1257:1 flour to pay for asphalt (ésir-ra  $sa_{10}-sa_{10}-d\bar{e}$ ; cf. SNATBM 331:7–8 flour ésir-a  $sa_{10}-a$ ); SAT 3, 2136:1–2 barley paid for chaff (in-nu-da “ $sa_{10}$ ”). – M. Sigrist transliterates the different graphs  $SA_{10}$  (=  $sa_{10}$ ),  $SA_{10}.A$  (=  $sa_{10}-a$ ),  $SA_{10}.A.AN$  (=  $sa_{10}-\bar{a}m$ , šám) in SAT all as  $sa_{10}$ , here rendered as “ $sa_{10}$ ”.

bought”). This again produces words for “buyer” (lú níĝ-sa<sub>10</sub>.m ak, “price maker/producer”) and seller (lú níĝ-sa<sub>10</sub>.m kú, “price consumer”). The buyer may also be called “the person who bought the OBJECT” lú OBJECT sa<sub>10</sub>-a, in old orthography lú OBJECT sa<sub>10</sub> (see Krecher 1980, 495f. § 12).

Things ‘purchased’ are in OS economic documents called (níĝ) sa<sub>10</sub>-ma.k < ★(níĝ) sa<sub>10</sub>-m-a.k “thing/that of the price (paid)”, i.e., “the thing/that paid for”. Thus the steward of Lagaš gives donkeys to single persons “as that paid for” (sa<sub>10</sub>-ma-šè) by each of them (RTC 50 ii 3-vi 2), or the unnamed object bought for silver given to the “house” of a field recorder is called níĝ sa<sub>10</sub>-ma-bì (BIN 8, 174:5). But since merchants travel abroad to acquire silver (or other commodities normally used as currency) this may from the point of view of the administration employing them lead to the currency being called “thing of the price (paid)” as, e.g., silver acquired at Dēr for slaves sold there (DP 513), copper acquired at Tilmun for different commodities sold there (RTC 26) or silver acquired by the steward’s wife for wool weighed out to a “seafaring merchant”, i.e., ga-eš<sub>8</sub> (DP 518). This in turn seems to lead to currency payments made to merchants being called “níĝ sa<sub>10</sub>-ma.k” like the silver weighed out by a house keeper (a grig) to a “seafaring merchant” according to his own judgement (igi-ni-ta) for a donkey and to a merchant (dam-gàr) for goods to be acquired in the city of Dēr (DP 516).

8.1.1.2 In receipts the compound verb šu-—ti “to receive” is used (with the terminative of the person from whom the price was received). For payment in metal the technical term is lá “to weigh out”, with grain it is áĝ “to measure out” and with goods in kind one uses šúm “to give.”

8.1.1.3 Additional parts of the price are níĝ-diri.g “addition”, níĝ-ba “gift”, munsub-ku<sub>5</sub>.r “haircut”, iš-gána < *iškinū*, originally perhaps “installation,” (so, perhaps, still in Sargonic Sippir: 8.1.5.3.2.1.2) but changing its meaning in the course of time to “extra payment in kind in a fixed ratio relating to the price” and finally perhaps “finalising payment,” see below, especially in the chapters on Fāra (8.1.3) and Isin (8.1.4.1.2; 8.1.5.2.1.1; 8.1.5.2.3.5-8).

8.1.1.4 The change in possession of movables is in the Sargonic period expressed with the clause OBJECT  $\hat{g}i\check{s}$ -a (/  $\hat{g}i\check{s}$ -ga n-na)  $i\check{b}$ -ta-bala “OBJECT was made to pass by the wood(en pestle).”

The Ušumgal Stele from the ED I period (ELTS 12; see above, 5.1.4.1), “Side E” 4, may tentatively be read:  $\lceil 2^{236}; 0.0$  GÁNA É-mud A- $\hat{g}i\check{r}$ ?  $\hat{g}i\check{s}$  ab-bala “2 bùr of field of E-mud’s; it was made over (literally: made to pass by the wood(en pestle)) to A- $\hat{g}i\check{r}$ .” This at that time isolated and surprisingly early occurrence of the operative clause “to let someone/something pass by the wooden (pestle)<sup>237</sup>” with reference to a field shows it to already have lost its meaning of the factual transfer of possession and to have become a symbolic act.

8.1.1.5 Witnesses are  $lú$  (ki-)inim(-ma).k “people of the words (=affair).”

8.1.1.6 Akkadian contracts throughout use the Sumerian terms as logograms; an occasional suffixed -mu or -me after NÍĜ.SA<sub>10</sub> indicates that the word to read is  $\check{s}imū$ ,  $\check{s}imī$  (pluraliatantum) “price<sup>238</sup>.” The verb  $\check{s}a’āmu$  “to buy” is only attested in a letter<sup>239</sup>. Metal payments are expressed by the verb  $\check{s}aqālu$  “to weigh out” and receipt of the price is frequently written syllabically with forms of  $māhārum$  “to receive<sup>240</sup>.” The female recipients of the price are once called  $māhīrtā kaspim$  “the two recipients of the silver” but in relationship to the extra payment  $ākiltā iškin[ē]$  “the two consumers of the extra price<sup>241</sup>.” Witnesses are  $\check{s}ibūtum$

<sup>236</sup> So according to the Photo, ELTS pl. 16, top.

<sup>237</sup> Edzard 1969; Malul 1985 who regards this as a symbolic act for the “relinquishment of rights by the previous right holder.” This the seller does when giving the object sold into the possession of the purchaser.

<sup>238</sup> See Gelb 1957, 259.

<sup>239</sup> FAOS 19: Si 1, 10’. – The Akkadian verb  $\check{s}a’āmu$  is most probably a loan-word from Sumerian via the noun for “price”; see Steinkeller 1989 a, 156 ff. If we correctly analyze Sumerian  $sa_{10}.m$  as /  $sa_{10}-a-m$  / (above 8.1.1.1), which in (early) OS times will still have been pronounced as [sa’ a m], this would also explain the middle consonant ’Alif and point to a relatively early loan – despite the differences in the grammatical constructions in both languages which need not necessarily be interpreted as different “concept[s] of buying” (Steinkeller 1989 a, 156).

<sup>240</sup> Gelb 1957 s.vv. mḥr, šql.

<sup>241</sup> Steinkeller 1982, no. 1 i 9; ii 6–7.

“old men” written ÁBBA, ÁBBA.ÁBBA with occasional syllabic glosses<sup>242</sup>; for female witnesses the feminine form \*šbātum is only attested logographically MUNUS.ÁBBA, or MUNUS.ÁBBA. MUNUS.ÁBBA<sup>243</sup>.

8.1.1.7 A specialty of Sargonic texts from the Diyala region is the use of šadādum ana “to measure for someone,” for “to sell (a house) to (someone)”<sup>244</sup>.

### 8.1.2 Sale: ED I Period

The exchange of property against a payment in kind is the earliest recorded transaction in private law. For a long time the written form is restricted to landed property. The earliest inscribed stone documents contain a description of the object sold (measurements, where situated), the buyer's and the sellers' names, a description of the payment and refer with a peculiar sign combination (KAŠ/SILA) to a feast<sup>245</sup>.

### 8.1.3 Sale: Fāra Period

#### 8.1.3.1 “Fāra Texts”

With the advent of the Fāra period the documents have developed a fixed pattern in which also the element of the feast plays an im-

<sup>242</sup> Gelb 1957, s. v. š'7b.

<sup>243</sup> Steinkeller 1982, no.s 1 iii 10; 2, 14.

<sup>244</sup> Gelb 1955, no.s 1; 2.

<sup>245</sup> The authors of ELTS regard the sign group KAŠ.SILA – they read DUK.SILA (/once TIN.SILA is written) – as evidence proving the texts to be sale documents: “it may be suggested that the meaning of DUK.SILA revolves around the sphere of «to alienate», «alienated» (p.30, left column).” But 2 inscriptions of Iri-kagina.k of Lagaš describe a brewery built for the god Nin-ĝirsu.k in similar terms as: é-lunga KAŠ.SILA gal-[ga]l kur-ta ře6-a “brewery to which were brought away large . . . from the mountainous country” (FAOS 5/1: Ukg. 10 i 6) and é-lunga ĞEŠTIN.SILA gal-gal, lugal-duk-ra túm-ma “brewery to which were brought hither large . . . for the lord of the vats.” (FAOS 5/1: Ukg. 6 v 2'-3'). I propose to read the signs “DUK.SILA” as KAŠ.SILA; they seem to be exchangeable with ĞEŠTIN.SILA and TIN.SILA. The sign group names a kind of vat for alcoholic liquids and may also designate a drinking party, which fits well with the later evidence from Fāra of sales being concluded with a feast.



portant role. It creates the social context without which the transaction could not possibly take place<sup>246</sup>.

8.1.3.1.1 Documents from Fāra and contemporaneous texts from Uruk<sup>247</sup> and of unknown provenance<sup>248</sup> show a set form, naming first different parts of the price and the relevant qualities of the object sold<sup>249</sup>. The “price” (sa<sub>10</sub>.m, níĝ-sa<sub>10</sub>.m) is related to the dimensions of the object sold and appears to be standardized, at least for fields<sup>250</sup>. The “addition” (níĝ-dirig) corresponds to extra attributes. A third part, the “gift<sup>251</sup>” (níĝ-ba) has no identifiable counterpart in the extant texts and varies to such an extent that one may regard it as prestige-related and/or resulting from negotiations, corresponding to social conditions and economic expectations to be met, i.e., the part of the price depending on market conditions like supply and demand. This third part is in two documents replaced by a payment with a reference to – perhaps – a haircut (munsub (am<sub>6</sub>-)ku<sub>5</sub>) – a symbolic act of separation.

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<sup>246</sup> See Bottéro 1971, Krecher, 1974 a; 1974 b; 1980; Glassner 1985; 1995; Wilcke 1996, 16 f.

<sup>247</sup> See Krebernik 1998, with 243 note 73. The assumption of a “literarische Antiquität” seems a bit far-fetched.

<sup>248</sup> See Krebernik 1998, 372–377.

<sup>249</sup> See Wilcke 1996, 9–26.

<sup>250</sup> The authors of ELTS observed that “in field sales in which the price is paid in copper ... the value of one iku of land usually is two pounds of copper,” i.e., 12 pounds of copper per rope of land. This observation speaks very much in favour of the assumption of standardized prices (as later in the Code of Ur-namma.k), even though with other currencies and with (plots for) houses such a norm cannot be found. The exchange rates may have fluctuated and additional categories for the evaluation of plots may have played a role. Fixed prices per unit of field may also be observed in ELTS 25 (Nippur Stele) where 1 rope of land corresponds to 10 pounds of copper; the text uses no fractions of the ma-na; so 1 rope minus 1 dike equals 10 minus 1 pound of copper (in iii 7–8 the area should be 1 bür 1 rope or the price only 30 pounds – perhaps a scribal error: either one sign too many or one sign forgotten). In the Isin stone tablets (ELTS 14–15) the rate is 10 shekels of silver per rope of land and an additional tenth of that in grain as iš-gá na (< iškīnū). Lummatu pays in ELTS 22 four times the amount of 2 Kor of barley per dike of land, in no. 23 he pays 8 times 2 Kor of barley à 2 ul (= a half sized Kor) and 3 pounds of wool per dike; and in “Appendix to nos. 22–23” the rate would be 1¼ Kor per dike.

<sup>251</sup> Or “allotment;” so Krecher 1974 a, 150; 1980, 492.

These three payments are made or at least calculated in one of the standard currencies – copper, silver or grain (barley).

8.1.3.1.2 As the last part of the price several payments in kind (clothing and food) provide for the sellers' and their relatives' well-being at the feast. Here the sellers are mentioned first and identified as *lú sa<sub>10</sub>.m kú* “price consumer(s)”. The names of the purchaser's witnesses (*lú ki-inim.k*) are arranged in a normally very long list, followed by public witnesses like the field scribe (*dub-šar aša<sub>5</sub>.g.(a)k*), the owner of a neighbouring field (*ABSIN-ús*), the surveyors (*um-mi-a lú é éš ġar* “scholar who put(s) the measuring rope to the house”; *NUN gu-sur* “... measuring off with a thread”), the town crier (*niġir sila.k* “street herald”) – not all of them on the same occasion. Finally the agricultural district and the buyer of the field or house (*lú aša<sub>5</sub>.g/é sa<sub>10</sub>*) are named, followed by an entry noting the “turn” (*bala*) of a named person, perhaps an eponym as a means for dating the document.

8.1.3.1.3 As a rule – with very few exceptions – these texts do not use any finite verbal forms. They list facts and are stylized neither *ex latere emptoris* nor *ex latere venditoris*. And neither does one party “buy” nor does the other “sell,” rather one of them provides goods labeled “price (of the object)” and the other accepts (literally: eats) it. This act of acceptance changes the object's legal status: the provider of the price may take possession, the recording of which does not seem to be of importance; but see below, 8.1.5.2.3.8.

8.1.3.1.4 In one case we find a collateral agreement: The buyer gives part of the house he bought to his parents<sup>252</sup>.

### 8.1.3.2 Sale, Fāra-Period: Roughly contemporaneous texts

8.1.3.2.1 The so called “En-ġeġal Tablet” from Ġirsu (ELTS 20)<sup>253</sup> from the same period enumerates 8 field purchases of an *išib*-priest. It is formulated in so condensed a way that it shows no differentiation between different categories of price.

8.1.3.2.2 Very fragmentary stone tablets from roughly contemporaneous Kish (ELTS 16–17), drawn up in the Akkadian lan-

<sup>252</sup> Wilcke 1998, 42–45.

<sup>253</sup> Wilcke 1996, 26–30.

#### 8.1.4 Sale: Between the Fāra period and Ur-Nanše.k of Lagaš.

#### 8.1.4.1 Sale, Between the Fāra period and Ur-Nanše.k of Lagaš: Isin

8.1.4.1.2 Prices consist of a standardised silver payment of 10 shekels of silver per rope of land and an additional grain payment (iš-gána < *iškīnū*) of (rounded) one tenth the value of the silver

<sup>254</sup> Wilcke 1996, 19–21; 33–43.

price. In addition wool and fat – again at a fixed ratio – and (not always) bread and beer bread are given. No “gifts” are mentioned.

Here the market was completely controlled and there was no room left for negotiations on the basis of different quality of the object acquired or of social standing, let alone of supply and demand – perhaps because of the buyer’s position.

8.1.4.1.3 The material of the iš-gána and the composition of the other payments in kind again remind one of a feast; yet the fixed rates clearly demonstrate that they already are developing into a kind of monetary contribution to the price. That state will be reached at the end of the OS period when it begins to be included in the price. Then it seems to become a means to finalise the transaction with a last concluding payment<sup>255</sup>.

8.1.4.1.4 Witnesses seem to belong to the party of the sellers. Additionally a relatively fixed group of public witnesses, “ploughmen sitting at the side/there” (engar zà/ki durun<sub>x</sub> (TUŠ.TUŠ)) may occur. Frequently a ritual act performed with oil, “oil was spread at the side” (also known from Ġirsu, see below, 8.1.5.1.1; 8.1.5.1.2.2.1–4; 8.1.5.1.3.1), and a (perhaps its) public announcement are mentioned.

8.1.4.2 Sale, Between the Fāra period and Ur-Nanše.k of Lagaš:  
Adab and Nippur

8.1.4.2.1 The stone fragment from Adab (ELTS 31) and the text written on the Nippur Statue (ELTS 25) are just fragmentary registers with lists of fields, names and (at Nippur standardised) prices too fragmentary for further interpretation. So are the other Nippur documents (ELTS 27–30) and the Adab clay tablet fragments (ELTS 32–33) except that at Adab a “gift” (nîĝ-ba) in kind is given to the sellers in addition to the “price” paid in silver and that a distinction is made between the witnesses of the sellers and those of the buyer: the latter receive a gift (of a cloth) each. The inclusion of these gifts in the document makes good sense, since it is written in the buyer’s interest, and he has obliged the witnesses with his gifts. Therefore it need not mean that the sellers did not provide similar gifts for their witnesses.

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<sup>255</sup> See the discussion in Wilcke 1996, 13–14; 19–24.

8.1.4.2.2 The document Foxvog 1980 (ELTS 32 a = Appendix to 32)<sup>256</sup> certainly comes from Adab. It is in many respects unique and still somewhat enigmatic. It records the receipt of the price paid for a field of unspecified qualities. The steward of Adab pays 300 Kor of barley (called “field price of Billala”) taken from the estate of his predecessor and out of the assets of a temple. The sellers are this same Billala<sup>257</sup>, saĝĝa of the sanctuary Keš, and his wife Lalla, but both are dead and the price paid goes to their son. Yet, the payment is only one half the equivalent of the field’s worth. The other half, 5 pounds of silver, the exact value of 300 Kor of barley (called “price of Lalla, wife of Billala, saĝĝa of Keš”), was paid long ago when the saĝĝa’s wife had been redeemed from a foreign city<sup>258</sup>. Both spouses had received precious prestige gifts which I regard as being part of a “gift” adequate to the social standing of the partners. Foxvog, the authors of ELTS and Sallaberger 1995, 17, regard them as funerary furnishings<sup>259</sup>. At the moment I see two possible interpretations of this text:

a) The contract behind the “sale” was a loan of 5 pounds of silver used for the redemption of the wife and secured by the pledge of the field owned jointly by both spouses. At the time of the death of the debtor the pledge became due and the creditor wanting to acquire the whole field sent funerary furnishings for both owners as a “gift” to the wife. When the last surviving spouse

<sup>256</sup> See Wilcke 1985 a, 224f., note 13; 1996, 44–47.

<sup>257</sup> Is it accidental that an officer from Umma with this name was taken captive by Ur-Nanše.k of Lagaš (FAOS 5/1 Urn. 51 rev. iv 2)? See the following note.

<sup>258</sup> So if we follow Edzard’s interpretation *apud* Foxvog 1980, 75, accepted by Wilcke 1985 a, 224f., note 13, and 1996, 44–47. Perhaps, one could also interpret the crucial lines 66–72 as: 5 kù ma-na, níĝ-sa<sub>10</sub>, Làl-la, dam Bíl-làl-la, saĝĝa Kèš, Ma-ru<sub>14</sub>(URU × A)<sup>ki</sup>-ta, a-du<sub>8</sub> “5 pounds of silver, are the (part of the) price appurtenant to Lalla, the wife of Billala, the temple administrator of Keš. It had redeemed him from Maru;” see the preceding note.

<sup>259</sup> The main, albeit unspoken, reason for this assumption is the similarity of the two lists of gifts to the inventories of ED royal graves at Ur and at Kish. Yet, one should keep in mind that the furnishings accompanying the dead to the realm of the hereafter would mirror their equipment in life and the insignia displayed to mark their social standing.

died, too, the still outstanding payment of the rest, i.e., the other half, of the price took place, and the son received his father's half. Crucial to this interpretation is the assumption of the pledge becoming due at the moment of the debtor's death, which is otherwise unknown to me.

b) A contract for the purchase of the field was made upon payment of the first instalment of the price, i.e., the 5 pounds of silver used to redeem the wife<sup>260</sup>. After this a "gift" of luxury goods was given to both sellers owning the field jointly. Then the husband died and was buried. At the time of the death of the wife the buyer sent the second half, i.e., her husband's part of the field price<sup>261</sup>, in order to be able to take possession of the object. Payment in instalments (and one of them on the occasion of the seller's funeral) can also be observed in an OS house purchase from Girsu dating from the 17<sup>th</sup> year of En-metena.k of Lagaš and in later times<sup>262</sup>.

### 8.1.5 Sale: Old Sumerian and Sargonic Periods

#### 8.1.5.1 Sale, Old Sumerian and Sargonic Periods: Ġirsu

##### 8.1.5.1.1 Sale, OS and Sargonic Ġirsu: The Lú-pà.d Statue and a Field Purchase by (Prince) E'anatum

At Ġirsu, the inscription on the Lú-pà.d Statue (ELTS 21; see above, 4.1.1) from the time of Ur-Nanše.k or his son A-kurgal<sup>263</sup> brings a decisive innovation. Like most of the stone and clay documents discussed above, it is a register of purchases, but now they are recorded and drafted *ex latere emptoris*. The buyer Lú-pà.d has bought the object from the seller (e-šè-sa<sub>10</sub>, i.e., /i-n.ši-n-sa<sub>10</sub>-Ø/ "he has bought from him") and he paid the price – if we may fill the gaps with the formulation of the almost contemporaneous wording of a field purchase of Ur-Nanše.k's grandson E'anatum of Lagaš still without title, i.e., before his accession to

<sup>260</sup> Or the husband? See above, with notes 257–258.

<sup>261</sup> n í ġ - s a<sub>10</sub> a š a<sub>5</sub>, B í l - l à l - l a - k a m<sub>4</sub>. "It is Billala's field price" (5–6).

<sup>262</sup> See Wilcke 1996, 46; below, note 313.

<sup>263</sup> See Bauer 1985, 14 no. 22; 1988.

the throne<sup>264</sup>. This is the first occurrence of this form which though undergoing many changes in the course of time was later to become dominant throughout the country for millennia. The Lú-pà.d Statue shares with the Adab text the gift for the buyer's witnesses, and with those from Isin the mention of a ritual act using oil; the additional use of a nail driven into a wall also occurs in later references from Girsu (see above, 8.1.4.1.4 with reference to the later occurrences).

*8.1.5.1.2 Sale, OS and Sargonic Ġirsu: Field and House Purchases from the time of En-anatum I. to the End of the OS Period*

8.1.5.1.2.1 With one exception<sup>265</sup>, the archives from Ġirsu record for the rest of the OS period only purchases made by members of the steward's family. This is certainly due to the nature of the archives. The acquisition of fields ends here in the OS period with one exception: king Šar-kali-šarri of Agade buys temple land from two temple officials<sup>266</sup>. For a possible Sargonic house purchase from Ġirsu see below, 8.1.5.1.5. Occasionally late OS legal documents may be dated.

8.1.5.1.2.2.1 By the time of E'anatum's brother En-anatum I. (Lumma-tur-tablets: ELTS 22–23 with appendix: 2 register tablets on stone and a single clay tablet) and later<sup>267</sup> the standard formula for purchases of landed property (fields and houses) has changed to:

(1) OBJECT, (2) SELLER(s)-šè, (3a) PURCHASER-e, (3b) e-(ne)-šè-sa<sub>10</sub>, (4a) PRICE, (4b) níġ-sa<sub>10</sub>.m OBJECT-kam (4b': níġ-sa<sub>10</sub>.m-bi), (5) šu ba-ti (/5': SELLER-e šu ba-ti), (6 a) LIST OF GOODS IN KIND, (6 b) níġ-ba-šè(/bi), (7) šu ba-ti (/7': SELLER(s)-e šu ba-ti). (8) LIST OF WITNESSES (ENDING WITH THE HERALD), (9 a) ġiġgag é-gàr-ra bí-fû (9b) i-bi zà-ge b é-a<sub>5</sub>.

“(1) OBJECT (2) from SELLER(s) (3a) PURCHASER (3b) bought from him/them. (4 a) PRICE – (4b) it is the price of OBJECT (/or 4b': its price) – was received (or 5':

<sup>264</sup> Edzard 1968, no. 14 (ELTS 146). The text of this field purchase is written on a brick, a unique medium to record a legal transaction. No witnesses are mentioned. One can only speculate as to the purpose it served.

<sup>265</sup> Edzard 1968, no. 30. The buyer is a merchant who may have been affiliated to one of the temples or the household of the steward and acting on its behalf.

<sup>266</sup> See Steinkeller 1999b; he assumes it to happen under duress.

<sup>267</sup> Hallo 1973 (time of En-metena.k); Edzard 1968, no.s 30–35.

SELLER(s) received). (6 a) GOODS IN KIND (6 b) as/its «gift» (7) were received (/7' SELLER(s) received), (8) LIST OF WITNESSES (ENDING WITH THE HERALD). (9 a) He drove the nail into the wall, (9b) he had spread oil at the side<sup>268</sup>.”

8.1.5.1.2.2.2 The purchaser is no longer named as the one who paid the price but rather the seller as the one who received it. As landed property is often acquired over a longer period<sup>269</sup>, the fact that the price has been received in full by the seller is much more worth recording than who exactly paid it – all the more so as contemporary documents from Isin show that various persons may bring parts of the price<sup>270</sup>. (On the different situation with slave purchases, see below.)

In addition, by specific mention of the individual seller(s) as the recipient(s) of the price this formula creates a special link between seller(s) and price. It is not only the price of the object sold given by the (individual) purchaser(s) to acquire this object, it also is the price given to the seller(s) and satisfying his (or their) demands in relation to this transaction. It has not been given to a less specific, collective and in some respects amorphous and anonymous entity like a clan, an extended, or even a nuclear, family. It has been given to individuals, the same persons who act as sellers and are giving away their personal rights to the object they sell. Sale and purchase are a transaction between persons, not between groups or institutions.

We observe the same formulaic elements conveying the same meaning in the many changes the formula undergoes over time and from area to area; see, e.g., 8.1.5.1.4.3; 8.1.5.2.1.2; 8.1.5.2.3.1; 8.1.5.2.3.5; 8.1.5.2.4.2–3; 8.1.5.3.1.4; 8.1.5.3.2.1.2

8.1.5.1.2.2.3 A difference between the Lumma-tur purchases and those recorded on single clay tablets is the person performing the act of clause (9). On the Lumma-tur stone tablet(s) and seemingly on the Lumma-tur clay<sup>271</sup> tablet as well, the main seller always drives the nail into the wall and spreads the oil. One of the other documents<sup>272</sup> says: “The herald

<sup>268</sup> The sequences are not fixed; clauses (2) and (3), e.g., may be reversed.

<sup>269</sup> See above, 8.1.1.3 and note 234.

<sup>270</sup> Wilcke 1996, 54, 'Grand document' sections G; I+J

<sup>271</sup> ELTS 22–23, Appendix.

<sup>272</sup> Edzard 1968, no. 33; similarly no. 44; see next note.



PN [drove] the nail [into the wall and spread the oil at the side]” and confirms the impression suggested by the others always naming the herald exactly before this clause. The situation is different. No herald takes part in the Lumma-tur purchases. Apparently the public announcement of a transaction was unnecessary if a member of the ruler’s family was one of the contracting parties.

8.1.5.1.2.2.4 The meaning of the nail-and-oil clause already observed at early Isin (only clause 9 b; see above, 8.1.4.1.4) seems to be protection of the purchaser from any attempt from the seller’s side to contest the concluded contract: a religious act evoking analogous punishment<sup>273</sup>. The spreading of oil is an unction, the nail and its place in the wall are anointed and turned into something sacred.

This may be concluded from two slave purchases. One<sup>274</sup> shows the oil and nail clause, too, but the other, the earliest slave purchase attested (time of En-metena.k) uses a different clause, part of which occurred in E’anatum’s treaty with En-akale of Umma (above, 7.2.2): “The day there happens an obstruction, or will be an appeal, if he puts evil in his mouth, the nail will be driven into his mouth<sup>275</sup>.”

### 8.1.5.1.3 *Sale, OS and Sargonic Ġirsu: OS Purchases of Movable Property*

8.1.5.1.3.1 Purchases of slaves are first recorded in the reign of En-anatum’s son En-metena.k<sup>276</sup>. Their documentation is another innovation of this period. Except for the oldest example, which

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<sup>273</sup> See the references and the discussion in ELTS p. 240–242. I differ from the authors who assume that the contract was written on a perforated clay nail (“nail” formed clay documents written on conical artefacts do exist) and fixed either in the wall of a house or in a public place. Yet the “nail” form is not restricted to sale documents; royal inscriptions are written on such “nails” or rather pointed vessels; see Cooper 1985; Marzahn 1997.

<sup>274</sup> Edzard 1968, no. 44 (with the herald as agent).

<sup>275</sup> Edzard 1968, no. 43. Discussed together with its parallels by Krecher 1974 a, 188–192; Müller 1979; Kienast 1982; see Edzard 1976 b and above, note 124.

<sup>276</sup> Edzard 1968, no.s. 40–45; the earliest is no. 43.

follows the form of purchases of landed property, they display a new and different form, suggesting a distinction between immovable and movable property:

(1) OBJECT, (2) SELLER(s)-š è, (3) PURCHASER-e, (4) e-š è-sa<sub>10</sub>, (5 a) ní ĝ-sa<sub>10</sub>-ma-ni, (5 b) PRICE, (6) PURCHASER-e, (7) e-na-lá/š úm. (8) LIST OF WITNESSES, (9) (nail+oil clauses).

“(1) OBJECT, (2) from SELLER(s) (3) PURCHASER (4) bought from him/her/them. (5 a) His/her (= OBJECT’s) Price, (5 b) PRICE, (6) PURCHASER (7) weighed out for him/her (= OBJECT)/gave to him/her/them (SELLER(s)). (8) LIST OF WITNESSES. (9) (Oil+nail clauses).”

8.1.5.1.3.2 The sequence (1-2-3) is once reversed to (3-2-1)<sup>277</sup>, once there is no seller mentioned, it may be a self-sale; instead of the payment clause (5-6-7) the purchaser is said to have satisfied (î-sù-sù-ge-eš) the object’s creditors, who in turn are said to have carried off their part of the price<sup>278</sup>.

8.1.5.1.3.3 The differentiation between movable and immovable property displayed by the different forms is well founded for movables, too, because with movable, even volatile, property such as slaves it is very much in the interest of the buyer to be able to prove that he has fulfilled his obligations and can therefore rightfully claim ownership. Therefore the preservation of the payment clause found in the time span from Ur-nanše.k to E’anatum is not so much conservatism as a reasonable response to legal needs.

8.1.5.1.3.4 The lack of “gifts”, which are standard with sales of landed property<sup>279</sup>, may also be explained by the different social conditions under which these transactions take place. Slave purchases do not need preparing the ground over a longer period to create a social bond between the two parties, and sellers (see above, 4.4.3.2-4) usually lack the social standing which might initiate prestige-related gifts. In addition, prices for movable goods may to a greater degree have been negotiable than those of landed property.

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<sup>277</sup> Edzard 1968, no. 44.

<sup>278</sup> Edzard 1968, no. 45.

<sup>279</sup> In Edzard 1968, no. 30, no “gift” is mentioned, but the price includes things given as ní ĝ-ba in other documents.

#### 8.1.5.1.4 Sale, OS and Sargonic Ġirsu: Sargonic Purchases of Movable Property

In Sargonic Lagaš slave purchases display a new form marking the change of possession. And all but one additionally adjust to the patterns used in other parts of the empire in mentioning the purchaser's payment first accompanied by a clause about its receipt by the seller.

8.1.5.1.4.1 The change seems to have taken place in more than one step, the last occurring in the time of the governor Lugal-ušumgal who officiated under kings Narām-Su'en and Šar-kali-šarri<sup>280</sup>. The first step was the introduction of a new clause regarding the change of possession, recording that the object sold had passed by the wood(en pestle):

(1) OBJECTS, (2) PURCHASER-e, (3) SELLER-šè, (4) i-ne-ši-sa<sub>10</sub>, (additional remark), (5) ġiś-a íb-ta-bala-éš. (6) LIST OF WITNESSES.

“(2) PURCHASER (4) did buy from them (and) (3) from SELLER (1) OBJECT(s). (5) He (= SELLER) made them pass by the wood(en pestle). (6) LIST OF WITNESSES<sup>281</sup>.”

8.1.5.1.4.2 The transfer of possession is the new element in this contract. Yet we know this formula from its isolated occurrence in the text of the Ušumgal Stele (see above, 8.1.1.4). This shows that the ceremony it refers to has for centuries been part of legal practice. Its introduction into the canon of recorded operative clauses gave possession a new importance in the transfer of ownership, pointing to a differentiation between ownership and possession which is also suggested by a purchase on credit observed in late OS Isin, see below, 8.1.5.2.1.3

8.1.5.1.4.3 The second step was putting price, payment and receipt at the beginning of the document. This new form first occurs under Lugal-ušumgal:

(1a) PRICE, (1b) níġ-sa<sub>10</sub>.m OBJECT-kam, (2a) PURCHASER-e, (2b) i-(ne-)ši-lá, (3 a) SELLER-e, (3 b) šu ba-ti, (4) ġiś-a íb-ta-bala(-eš). LIST OF WITNESSES.

<sup>280</sup> See Sollberger 1954/56, 30f.

<sup>281</sup> Edzard 1968, no. 46; see above, with note 166.

“(1) PRICE is the price of OBJECT(s). (2) PURCHASER weighed it out for him/her/them. (3) SELLER received it. (4) He made him/her/them pass by the wood(en pestle). LIST OF WITNESSES<sup>282</sup>.”

The sequence of (2) and (3) may be reversed. The form is mainly concerned with the price: Who paid it, who received it, but it maintains the new stress on the transfer of possession<sup>283</sup>.

#### *8.1.5.1.5 Sale, OS and Sargonic Ġirsu: A Sargonic Purchase of a House, perhaps from Ġirsu*

This same form – but the ġiṣ-a bala-clause is not preserved – is also in a fragmentary document used for the purchase of a house, referring with the form íb-ṣi-lá “he weighed out for it” to the inanimate class of the object acquired. The tablet has no known provenance, but it may come from Ġirsu. Had it included the clause about the change of possession – which seems unlikely – the distinction between movable and immovable property would have been abandoned<sup>284</sup>.

### 8.1.5.2 Sale, OS and Sargonic Central Babylonia

#### *8.1.5.2.1 Sale, OS and Sargonic Central Babylonia: OS Purchases of Landed Property*

*8.1.5.2.1.1* In central Babylonia, OS purchases of landed property are only<sup>285</sup> attested from Isin: several single tablets and texts combining more than one transaction<sup>286</sup> and two large register tablets listing transactions in an abbreviated form, some of which can also be found in the single documents, record purchases of fields, gardens and – only once – a house<sup>287</sup>.

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<sup>282</sup> Edzard 1968, no. 47–52; Donbaz/Foster 1982, no. 155; ITT 1, 1041 after ELTS pl. 147.

<sup>283</sup> The ġiṣ-a bala-clause is missing in Edzard 1968, no. 51 (collations in Foster 1978).

<sup>284</sup> Krecher 1974 a, no. 13; only the upper half of the tablet is preserved; it remains uncertain whether there was a ġiṣ-a bala-clause.

<sup>285</sup> So far no purchase of landed property from Nippur or Adab could be found.

<sup>286</sup> Edzard 1968, no. 55; MVN 3, no. 13.

<sup>287</sup> See Steinkeller 1992, p. 7, listing OS and Sargonic tablets separately (most of them edited in Edzard 1968 and Krecher 1974 a without the information

The field or garden purchased is identified by measurement and situation, after which the seller's receipt of the price and sometimes of – in one case different wool and barley<sup>288</sup> – iš-gána payments are recorded. The iš-gána-payment may be included in the price<sup>289</sup> or be missing<sup>290</sup>. A “gift” may be mentioned<sup>291</sup>. Now also gardens occur as objects of purchase.

8.1.5.2.1.2 The form of the documents is only partly standardised; how the payment was made and/or received may be expressed in many different *ad hoc* formulations providing additional information relating to the object sold<sup>292</sup> or the price<sup>293</sup>. There are only very few distinctive operative clauses:

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now available on provenance and date), and his edition of no.s 4–6 there; Wilcke 1996, 47–67 with the re-edition of the ‘Grand document juridique.’ The purchase of the house is recorded on MVN 3, no. 13 iv 3–9.

<sup>288</sup> ‘Grand document juridique,’ sections F (with duplicate Edzard 1968, no. 19) and I+J (Wilcke 1996, 52–56). Both wool and barley iš-gána are paid in barley and so may the “gift” (F) be, too. The wool iš-gána reflects the standardised payments of wool (and fat) recorded on the Isin stone tablets beside the iš-gána paid in barley (see above, 8.1.4.1.2–3).

<sup>289</sup> Steinkeller 1992, no. 4 xv 17–18.

<sup>290</sup> Wilcke 1996, 22–23 suspects that the iš-gána was often included in the price without this being explicitly stated (see previous note), that it was not paid to absentees, and that several documents that look like purchases were in reality different transactions, fields (pledged or not) given to amortise debts or in connection with a votive gift; that some of them are exchanges, which is known for ‘Grand document,’ section F, or related to them.

<sup>291</sup> ‘Grand document juridique,’ sections F (with duplicate Edzard 1968, no. 19) and I+J; MVN 3, no. 53 (Wilcke 1996, 52–56; 63).

<sup>292</sup> They mention a special legal status of the object, e.g., that it was a marital gift (or part of the dowry): ‘Grand document juridique,’ section I+J, or the inherited share of the seller: section W; Steinkeller 1992, no. 4 xv 3’ (on ki-ba “inheritance,” “share” see Wilcke 1996, 64) – that the area was measured, and by whom: ‘Grand document juridique,’ sections C; F; L – or an economically important quality, e.g. that it was ploughed: ‘Grand document juridique,’ section M.

<sup>293</sup> E.g., ‘Grand document juridique,’ sections A (one part received by a slave of the seller, one part going to the king residing in Uruk and another part to the forwarding agent, one part to the seller's son); B (a duty to meet claims of a creditor which suggests that the field sold was pledged to him); E (subjectively worded); G (divided among 3 sellers, one of them obliged to repay a debt of a third party); I+J (a long list of single instalments brought by different people including the use of draught animals for ploughing); M

(1) OBJECT+SITUATION, (1') (LEGAL STATUS of OBJECT) (2 a) níġ-sa<sub>10.m-bì</sub>, (2 b) PRICE, (3 a) (AMOUNT iš-gána-še-kam), (3 b) (AMOUNT iš-gána-siki-kam), (3 c) (AMOUNT níġ-ba), (4) (FORMS OF PAYMENT), (5 a) SELLER(s), (5 b) šu ba-ti. (6) ADDITIONAL INFORMATION. (7) LIST OF WITNESSES.

“(1) The OBJECT SITUATED in ... at ..., (1' WITH LEGAL STATUS) – (2 a) its price, (2b) PRICE, (3) (AMOUNT OF BARLEY is the additional barley payment, AMOUNT OF BARLEY is the additional wool payment, AMOUNT OF BARLEY is the «gift»<sup>294</sup>, (4) (FORMS OF PAYMENT), (5) THE SELLER(s) received. (6) ADDITIONAL INFORMATION. (7) LIST OF WITNESSES.”

8.1.5.2.1.3 In one case land was sold on credit. After 7 years, the price is still outstanding; interest is added and enslavement of the defaulter's children is imminent<sup>295</sup>.

Even though the conditions of credit will have been negotiated by the parties, an independent loan contract (with the field as a pledge) apparently does not exist. The threat to the children is rather linked to the purchase of the field and results from the purchaser's failure to comply with his obligation resulting from his purchase contract. This seems to indicate that the purchaser had acquired ownership of the field, and not just possession, and that the seller could not directly revendicate it. To compensate his losses, the seller threatens to enslave (and sell or use) the defaulter's children. The contract therefore was not “cash sale” (see below, 8.1.5.2.3.8). The purchaser, however, instead of giving up his children agrees that the field be returned. In addition he has to pay the outstanding price and its interest (and an additional votive

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(unequal division of the price among two brothers and the wife, perhaps the widow, of a third one), CC (similar to M, same persons); Steinkeller 1992, no. 4 xvii 9'-14' (copper used to cast votive axes he [the buyer?] had inscribed with the name of the goddess Nin-Insina). Steinkeller stresses that this is an absolutely unique item of information in a legal document. The verb bí-šar is transitive. This item suggests that the archive these texts belong to comes from the temple of Nin-Insina or the house of a person highly placed in the temple administration.

<sup>294</sup> 'Grand document juridique,' section I+J, adds up the two iš-gána-payments into one amount of barley and a container filled with fat. It lists these items together with the “gift” as received by the seller in a separate entry after the receipt of the price paid in instalments.

<sup>295</sup> Grand document, section K.

payment)<sup>296</sup> – i.e., the defaulter has to repay to the seller a penal *duplum* in returning the object sold and additionally paying its value, i.e., the amount of the price originally agreed on. He further has to pay damages in the form of interest on this amount plus a votive payment which could also be for the benefit of the seller and creditor if he represented the temple (see above, note 294).

On the other hand, the purchaser could apparently insist that the seller take back his (former) property and not directly execute his claim by seizing the defaulter's children. This points at a still existing link of the seller to the object sold, but – as it seems – differing from that to an object pledged (see below, 8.4), the non-payment of the purchase price resulting in the annulment of the sale and the seller's right to repossess his (former) property and to demand damages in the form of interest and a penal additional payment of the price, i.e. *de facto duplum*.

The apparent contradiction between the two aspects outlined above could perhaps be resolved in assuming that the seller could *in the first place* only claim the price agreed on and damages and that on non-fulfilment the contract could be declared void and the seller could then repossess his property and collect damages from the purchaser. In the present case this would mean that the damages the seller could claim in the first scenario would be either much higher than those due under the second one or, e.g., be immediately effective and a purchaser unable to in time sell off the property acquired would then have to suffer that the claim be executed into his family. This might then motivate him to agree to the nullification of the contract.

R. Westbrook (e-mail of July 15<sup>th</sup>, 2003) proposes a different solution: He assumes that there had “been a separate contract of loan. Otherwise one would have to assume that an unpaid price automatically bore interest. A loan with interest payable on default and a hypothecary pledge of the buyer's family, both standard devices in later periods, would account for the seller's ability to enslave the buyer's children. Nor am I so sure that the buyer had acquired ownership without payment: it would seem to have been more in the seller's interest to claim the price plus penalties (performance of contract) than merely to take back possession

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<sup>296</sup> Thus the document MVN 3, no. 105 (to be added to Steinkeller 1992, p. 7); see Wilcke 1996, 57.

of his land (rescission of the contract). All the more so if the land was now worth less than the original selling price, e. g. because a natural disaster had reduced its yield (which would explain why the buyer could not pay)."

8.1.5.2.1.4 Whether the purchaser obtained ownership automatically when the price had been fully paid is uncertain. A seller who went back on the contract was obliged to pay to the purchaser(s) a penalty of an equal to the price, resulting in the price received being repaid *in duplum*<sup>297</sup> – the standard penalty known for defaulting on a loan. Whether he needed the purchaser's consent or could break the contract before its completion (by means of a settling iš-gána-payment or otherwise?) is unclear. Yet, there are indicators that the iš-gána functioned as a concluding payment settling the transaction<sup>298</sup>.

#### 8.1.5.2.2 Sale, OS and Sargonic Central Babylonia: OS Purchases of Movable Property

Purchases of slaves play no significant role in the OS texts from Isin. The extant three texts all deal with the same female slave and will have come from the archive of the court which had to deal with conflicting claims to her; one of them reports two cases<sup>299</sup>.

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<sup>297</sup> MVN 3, no. 36; see Wilcke 1996, 58. Payment *in duplum* is stipulated in the document Krecher 1974 a, no. 6, 10–13: u<sub>4</sub> aš<sub>5</sub>-ga lú ù-ma-a-řú-a, 0;0,2 GÁNA-bé-éš, 0;0,4 GÁNA ab-ši-ğá-ğá, inim-ma am<sub>6</sub>-ğál "the day when someone will have hindered him on the field, she (= seller) will replace these 2 iku of field by 4 iku of field. This is included in the contract (lit.: words);" Edzard 1968, no. 17, 17–19: lú aš<sub>5</sub>-ba am<sub>6</sub>-ma-řú-da, kù-da kù ṣú<sup>7</sup>m<sup>7</sup>-dam, inim-ma [a]m<sub>6</sub>-ğál "whoever will hinder him on this field will give silver with silver;" see Kienast 1982, 29–30 with note 9; Steinkeller 1989a, 55.

<sup>298</sup> Wilcke 1996, 23; note that according to Steinkeller 1992, 7, the document Edzard 1968, no. 39, is Pre-Sargonic. The conclusion by means of payment is also evident from MVN 3, no. 53 (Wilcke 1996, 63) where I now propose to read in iii 4–iv 1: še-bi-ta, Lugal-niğir-zi, dumu NIM, i-na-[ti]l, sa<sub>10</sub>-[bi], al-til "by means of this barley L., child of N., has [con]cluded it for him. [This] purchase is concluded." Could Steinkeller 1992, no. 6i 8'–10', perhaps be read: ṣú<sup>7</sup>m<sup>7</sup>-bi-ta, [niğ-s]a<sub>10</sub>-ma<sup>1</sup> ba-ti-l-[la]-a, [Nin]-ğissu Na-ni-kam<sup>1</sup> "when the (payment) of the [pri]ce has been concluded with this silver, [Nin]-ğissu will be Nani's?" See below.

<sup>299</sup> Edzard 1968, no. 55 (two cases); 82; Steinkeller 1992, no. 6.



If one may draw conclusions from the summaries at the beginning of the documents about the lawsuits, the form of slave purchases differed from that of landed property. The clauses reported are:

(1a) PRICE, (1b) *níg-sa<sub>10</sub>.m* OBJECT-*kam*, (3) PURCHASER-*e i-ši-lá*.

“(1) PRICE is the price of THE OBJECT. THE PURCHASER weighed it out for her/them.”

Therefore we may assume that OS Isin like OS Girsu differentiated between movable and immovable property. To date, no OS slave purchases from other cities of central Babylonia have appeared.

#### *8.1.5.2.3 Sale, OS and Sargonic Central Babylonia: Sargonic Purchases of Landed Property*

Sargonic field and house purchases from central Babylonia are attested at Isin and at Nippur and come in two different forms.

##### *8.1.5.2.3.1 Form (a) is very close to the OS formulations:*

(1) OBJECT+SITUATION, (2a) *níg-sa<sub>10</sub>.m-bi/bì*, (2b) PRICE, (3a) SELLER(s)-*e*, (3b) *šu ba-ti(-éš)*, (4a) PURCHASER-*e*, (4b) *i-na-lá/šúm*, (5a) PURCHASER *lú sa<sub>10</sub>(-a).m ak-àm*, (5b) SELLER(s) *lú sa<sub>10</sub>(-a).m kú(-àm/a-me)*. WITNESSES.

“(1) The OBJECT situated in/at . . ./being a . . . – (2) its price, PRICE, (3) the SELLER(s) has/have received. (4) PURCHASER has weighed it out/given to her/him. (5a) PURCHASER is the producer of the price; (5b) SELLER(s) is/are the consumer(s) of the price. WITNESSES.<sup>300</sup>”

##### *8.1.5.2.3.2 Variants concern the presence of clause (3)<sup>301</sup>, the presence, the position and the sequence of the parts of clause (5)<sup>302</sup>*

<sup>300</sup> Edzard 1968, no.s 15 (Westenholz 1987, no. 57) 16; 20 (with variants); 36 (Westenholz 1987, no. 60; with variant); Krecher 1974a, no.s 6–9; Westenholz 1987, no. 74 (with variants).

<sup>301</sup> Missing in Edzard 1968, no. 36 (Westenholz 1987, no. 60 with corrections). The price amounts to 10;0.0 *lí d-ga* of barley given by the purchaser to E-lu and Lugal-Ane. Then one instalment of 5 shekels of silver is said to be given by a third party to these sellers and another one of 5 shekels by a fourth party to Enlile-maba, who belongs to the seller's party, too. As 1 shekel of silver is a standard equivalent of 1 Kor or *lidga*, the purchaser did not pay himself, but rather some of his debtors raised the amount and paid (or calculated) it in silver.

<sup>302</sup> It is missing in Edzard 1968, no.s 16 and 20. And it follows after the witnesses in Krecher 1974a, no. 6. Part (b) of clause (5) comes before part (a) in Krecher 1974a, no.s 8 and 9.

and the presence of an additional penalty clause: payment *in duplum* if the purchaser is hindered in his use of the field acquired<sup>303</sup>.

8.1.5.2.3.3 Two poorly preserved exemplars with variants for clauses (3–4)<sup>304</sup> add an oath not to contest the contract<sup>305</sup>, perhaps an indicator that these documents are already the result of an earlier dispute over it.

8.1.5.2.3.4 Summations of field and house purchases are included in several accounts of the Enlile-maba archive at Nippur<sup>306</sup>.

8.1.5.2.3.5 The second form (b) appears as:

(1 a) PRICE, (1 b) níĝ-sa<sub>10</sub>.m aša<sub>5</sub>/é(-kam), (2) (ki PURCHASER.k-šè), (3) SELLER-e šu ba-ti, (4 a) AMOUNT, (4 b) iš-gána-bì (4 c) inim-bì a[l-t]il, (5 a) PURCHASER lú sa<sub>10</sub>.m ak, (5 b) SELLER lú sa<sub>10</sub>.m kú. WITNESSES.

“(1) PRICE is the price of the field/house. (2) (From PURCHASER) (3) SELLER has received it. (4) AMOUNT is the additional payment. The contract (lit.: words) is concluded. (5 a) PURCHASER is the producer of the price; (5 b) SELLER is the consumer of the price. WITNESSES<sup>307</sup>.”

8.1.5.2.3.6 Variants concern the presence of clause (2)<sup>308</sup> and the iš-gána-clause (4)<sup>309</sup> and its formulation<sup>310</sup>, the presence of

<sup>303</sup> Krecher 1974 a, no. 6; it takes the place of clause 4, the absence of which links this document to form (b); see above, note 297.

<sup>304</sup> (a) Edzard 1968, no. 20 (from Isin). Tentatively I restore ll. 6–12: 「Ka-gi-na<sup>1</sup>-[ra], 「Amar-Abzu-ke<sub>4</sub>, i-n[a-šúm], Ka-gi-na, Lú-diĝir-[ra], šeš-a-ni, [lú sa<sub>10</sub> kú-a-me] “Amar-Abzu gave (the price) to Kagina. Kagina and his brother Lu-diĝi[ra] are consumers of the price;” see also next note. – (b) Westenholz 1987, no. 74 (from Nippur): First lines very broken (perhaps a house and its legal status), [níĝ]-s[a<sub>10</sub>-b]i, PRICE, SELLERS<sub>1–2</sub>, šu b[a-t]i, OATH, witnesses.

<sup>305</sup> Edzard 1968, no. 20, 34–40: “By the name of Nin-Isina: Nesaĝ, child of Amar-Abzu, and Lu-diĝira, child of the field recorder, will not go back on it one against the other. He (= Nesaĝ?) concluded the affair.” – Westenholz 1987, no. 74, 9–13: “«By Nin-urta.k’s name, by the king’s name!» [Water] was poured. [None] will go back on it against the other. This is included in [the contract (lit.: words)];” see above, note 78.

<sup>306</sup> Westenholz 1987, no.s 55; 61–63.

<sup>307</sup> Edzard 1968, no.s 17, 18, 37 (a house), 39 (ki-NUMUN.ZI).

<sup>308</sup> Only present in Edzard 1968, no. 18.

<sup>309</sup> Missing in Edzard 1968, no. 18; 37.

<sup>310</sup> The form quoted above is from Edzard 1968, no. 39; no. 17 may be restored as iš-[gána], inim til-a-am<sub>6</sub> “(0;2.2 dates) are the additional payment

clause (5)<sup>311</sup> and the presence of an additional penalty clause: payment *in duplum* if the purchaser is hindered in his use of the field acquired<sup>312</sup>.

8.1.5.2.3.7 The striking peculiarity of form (b) is the total absence of any description of the object bought. In combination with the two instances (out of four) mentioning the iš-gána-payment in connection with the conclusion of the “words”, i.e., the contract in question, this speaks against grouping forms (a) and (b) chronologically, as an earlier and a later form of the purchase contract. It rather suggests that both are contemporary but have different functions: form (b) complementing documents of form (a) and marking the conclusion of the contract.

8.1.5.2.3.8 Two individual texts document that in this period, too, payments were sent to the sellers over a long period of time – at least 4 years in one case, apparently 9 years in the other<sup>313</sup>. The

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that has concluded the contract (lit.: words).” The additional payment is here received by two people different from the recipient of the price.

<sup>311</sup> Missing in Edzard 1968, no.s 17–18(?).

<sup>312</sup> Edzard 1968, no 17, 16–18; see above, note 297.

<sup>313</sup> See above, with notes 234; 269, and (a) MVN 3, no. 25 (from Isin; a receipt without witnesses which uses number signs for ordinal numbers higher than 1<sup>st</sup>: *n* for *n*-kam): 3;0.0 še gur-si-sá-ta, mu 1-kam, 2½ kù giĝ<sub>4</sub>, mu 3-ma-ka, ½ kù giĝ<sub>4</sub> mu 4-ma-ka, 1;0.0 še gur u<sub>4</sub> še kù-ga, 0;2.0 še gur al-âĝ-a, é-ni-ta, 2;0.0 še gur a-rá 1-kam, 1;0.0 še gur a-rá 2-ma-ka, é Zà-mu-ta, níĝ-sa<sub>10</sub> aša<sub>5</sub>-ga-šè, Su-mu-<sup>d</sup>Nirah-e, Lugal-An-na-túm-ra, ì-na-šúm “3 Kor of barley (measured) with the straight Kor, 1<sup>st</sup> year; 2½ shekel of silver, in the 3<sup>rd</sup> year, ½ shekel of silver in the 4<sup>th</sup> year, 1 Kor of barley when 2 bushels of barley were measured out for (1 shekel of) silver, from his own house; 2 Kor of barley for the 1<sup>st</sup> time, 1 Kor of barley for the 2<sup>nd</sup> time from the house of Za.g-mu.k: as the price of a field Sumu-Nirah gave it to Lugal-Anatum.” (b) MVN 3, no. 81 (not in the list of Isin texts, Steinkeller 1992, p. 7, but perhaps from this town): 2 kù giĝ<sub>4</sub>, níĝ-ĝar mu 3-bi, 3;0.0 še gur, dumu Lugal-<sup>d</sup>Utu, <sup>(5)</sup> 1½ kù giĝ<sub>4</sub>, níĝ-ĝar mu 3-bi, 2;1.0 še gur, níĝ-sa<sub>10</sub> Ama-gim-šè, Ur-lú, <sup>(10)</sup> ìl-ra in-na-ĝe<sub>6</sub>, 1½ kù giĝ<sub>4</sub>, níĝ-ĝar mu 3-bi, 3;1.0 še gur, saĝ Lugal-AN.ĤAR.NI-šè, <sup>(15)</sup> É-zi-e šu ba-ti, <sup>(rev.)</sup> inim Uš-zi-ta, kaš 1 kù giĝ<sub>4</sub>-kam, Me-šeš šu ba-ti, Lugal-<sup>d</sup>En-líl-le an-zu, <sup>(20)</sup> 1 kù giĝ<sub>4</sub> níĝ-ĝar mu 3-bi, 1;2.0 še gur, 1 udu-nita-me mu 3-bi, 2 kù giĝ<sub>4</sub>-kam, kaš kù igi 3-ĝál-kam, <sup>(25)</sup> Me-šeš šeš šu ba-ti, || šu-níĝin 10 kù giĝ<sub>4</sub> igi 3-ĝál, šu-níĝin 10;0.0 lá 0;1.0 še gur,

latter clearly contemplates that the seller might not hand over the field purchased after full payment of the price. He would then be obliged to pay interest on the price received. This clause stating the right of the seller to withhold the object even after the purchaser had fully fulfilled his duties out of the sales contract is incompatible with the theory of sale as a “cash sale” creating ownership in tandem with the payment (see also above, 8.1.5.2.1.3)<sup>314</sup>.

Here, R. Westbrook (e-mail of July 15th, 2003) considers the transaction “a loan with hypothecary pledge (the ‘seller’ continuing to farm the land) disguised as a sale. The advantage for the creditor would be that he was already deemed owner of the field and could take possession on default in interest payments.”

None of the two documents is a purchase contract; both record payments made over several years – in MVN 3, no. 81, by several persons to several different persons; one text (MVN 3, no. 25) qualifies the payments as “the price of a field”, but the field is not specified by situation or measure; the other one (MVN 3, no. 81) lists witnesses to the stipulation by an unnamed person that interest be

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mu lugal-bi al-pa, u<sub>4</sub> aša<sub>5</sub> nu-na-šúm-ma, <sup>(30)</sup> kù-bi ku<sub>5</sub>-râ al-ús-a, É-zi dumu Lugal-im, Iri-ki dumu Pú-ta, Úr-ra-ni, dumu Lugal-níg-zu, <sup>(35)</sup> lú ki-inim-ma-bi.

“2 shekels of silver, total of 3 years; 2 Kor 1 bushel of barley, the price of Ama-gim, were brought by Ur-lu to Il; 1½ shekel of silver, total of 3 years; 3 Kor 1 bushel of barley E-zi.d received for the slave of L.; by the order of U. Me-šeš received beer worth one shekel of silver, and Lugal-Enlile knew it; 1 shekel of silver, total of 3 years; 1 Kor 2 bushels of barley; 1 ram from us, 3 years old, worth 2 shekels of silver; beer worth ⅓ (shekel) of silver the brother Me-šeš received. || In all: 10 ⅓ shekels of silver; in all: 9 Kor 4 bushels of barley: the promissory oath by the king’s name was sworn that «interest will have been added once the field has not been given to him.» (3 Witnesses). They are its witnesses.”

<sup>314</sup> See, e.g., the statements Korošec 1964, 65 (on the Sargonic Obelisk of Maništusu): “Den Abschluß des Vertrages bedeutete die Feststellung, daß der Verkäufer den Kaufpreis erhalten habe;” 122 (discussing OB sales): “Daraus geht hervor, daß der Kauf in Mesopotamien grundsätzlich Stück- und Bar-kauf war. Die gegenseitigen Leistungen des Käufers und des Verkäufers wurden Zug um Zug vollzogen. Der Käufer erwarb das Eigentum an der Kaufsache durch die Preiszahlung. Die Übergabe der Kaufsache war keine Voraussetzung für den Eigentumserwerb; ihre Besitznahme war vielmehr eine natürliche Folge des bereits durch die Kaufpreiszahlung erworbenen Eigentums.” See also Steinkeller 1989a, 151: “In the Ur III sale the payment of the purchase price was combined with the transfer of title and the transfer of the sold property to the buyer.”

paid if an unspecified field – we assume it to be the one the payments were made for – will not be handed over to an unnamed person.

We cannot rule out a hypothecary pledge for MVN 3, no. 81. But it would not have been in the interest of the debtor to cede the ownership of his property in advance because on repayment of the loan he would find it difficult to be re-instated as its owner. The way the single payments are made and received by different persons reminds me of the payments of prices recorded in the ‘Grand Document juridique’ (Wilcke 1986, 47–67), e.g., section I+J.

The fragmentary note from Nippur on a payment of grain as price of a house does not follow any known pattern<sup>315</sup>.

#### *8.1.5.2.4 Sale, OS and Sargonic Central Babylonia: Sargonic Purchases of Movable Property*

In Sargonic times purchases of slaves and animals are attested from Adab, Isin, Nippur and Umma.

*8.1.5.2.4.1 At Nippur we find two examples of a form relatively close to purchases of landed property which also resembles the older Sargonic form at Girsu (8.1.4.1.5.1):*

(1) OBJECT, (2) (ša<sub>10</sub>-ma-ni PRICE), (3) SELLER(-šĕ) (4) PURCHASER-e i/in-ši-sa<sub>10</sub>, (5) (ġiš-a i/ab-ta-bala-éš; additional clauses.) (6) (LIBRIPENS lú kù lá-bi). WITNESSES.

“(1) OBJECT, (2) (her price (being) PRICE), (3) from SELLER, (4) PURCHASER bought. (5) (He let them pass by the wooden (pestle); additional clauses.) (6) (LIBRIPENS was its silver weigher). WITNESSES.”

*8.1.5.2.4.1.2 Both exemplars are somewhat exceptional. Price and payment go unmentioned in Edzard 1968, no. 56. It deals with the annulment of a concluded contract and with making a new one with a new purchaser for the same objects involving the services of commissioners<sup>316</sup>. Here passing by the wooden (pestle)<sup>317</sup>, the oath not to go back on the contract and the formula of conclusion occur in both the old and the new transaction. Reasons for the cancellation are not given, but obviously the price was not in dispute.*

<sup>315</sup> Edzard 1968, no. 38 (Westenholz 1975a, no. 128).

<sup>316</sup> Edzard 1968, no. 56.

<sup>317</sup> Note the difference between i 10–11: ka ġanun-na-ka, ġiš-a ab-  
 ʾtaʾ-bala-ʾéšʾ “he had let them pass by the wooden (pestle) in the  
 door(?) of the warehouse” and ii 9: ġiš-a i-ta-bala-éš “he let them pass  
 by the wooden (pestle).”

As the first purchaser functions as commissioner, one may assume his consent.

8.1.5.2.4.1.3 Edzard 1968, no. 57, quotes the price but indicates its payment/receipt only by naming “its silver weigher”, i.e., the *libripens*, and makes no mention of the change of possession.

8.1.5.2.4.2 Most of the documents from Adab<sup>318</sup> and Isin<sup>319</sup> and a note from Nippur<sup>320</sup> (and perhaps a fragmentary exemplar from there, too<sup>321</sup>) follow another common basic pattern which shares some aspects with the later form at Girsu (8.1.4.1.5.2):

(1a) PRICE, (1b) níĝ-sa<sub>10</sub>(-a) OBJECT(-kam), (2a) SELLERS, (2b) šu-ne-ne ab-si, (3) ĝiš-a (/ ĝiš-gan-na) ab-ta-bala(-éš). (4) WITNESSES.

“(1) PRICE: – (it is) the price of OBJECT – (2) (to) SELLERS has been filled into their hands. They let him/her (= OBJECT) pass by the wooden (pestle). WITNESSES.”

The variants concern clause (2) replaced once by SELLER ama-ni šu ba-ti “SELLER, his mother, received<sup>322</sup>” and once by “to SELLER was given<sup>323</sup>,” clause (3) which in 3 texts is replaced by PURCHASER ì-ne-lá “PURCHASER weighed out to them<sup>324</sup>,” the mention of a *libripens*<sup>325</sup>, twice a clause about the oil and the flour “of the head” linked to the identification of “price

<sup>318</sup> Edzard 1968, no. 53 (see Krecher 1974 a, 187 note 103); Yang 1989, no. 713; Foster 1983, no. 3 (uncertain attribution).

<sup>319</sup> Edzard 1968, no. 54 (variant), Krecher 1974 a, no.s 14 (additional clauses); 15 (additional clauses); 16 (variant); 17 (variant, additional clauses), 18 (variant, additional clause); 19 (= Steinkeller 1992, no. 61; additional clauses).

<sup>320</sup> Westenholz 1975 a, no. 47.

<sup>321</sup> Biggs 1978, no. 9.

<sup>322</sup> Edzard 1968, no. 54, 24–25.

<sup>323</sup> Westenholz 1975, no. 47 (a note without witnesses): “10 shekel of silver is the price of the children (nam-dumu) of the gardener of É-<sup>d</sup>Nisaba. To Aneda, the overseer of the Esikil-temple it was given (an-na-šúm).”

<sup>324</sup> Krecher 1974 a, no.s 16 (if the OBJECT is a person and not, what I suspect, a garden: níĝ-sa<sub>10</sub>-a ki-kiri<sub>6</sub>-šè “as the (price) paid for a garden plot”); 18; in Foster 1983, no. 3, 9–13, I propose to read: [šu-n]e-ne, a[b]-[si]<sup>17</sup>, Im-[x-x]-[x], DIĜIR-A-X ábba i[ri], ì-[ne-lá].

<sup>325</sup> Krecher 1974 a, no. 19 (Steinkeller 1992, no. 61), 10–11: PN dam-gàr, lú ĝiš-rín dab<sub>5</sub>-ba-àm “the merchant PN is the man who held the balance.”

producer” and “price consumer<sup>326</sup>” and once only the latter clause<sup>327</sup>.

8.1.5.2.4.3 Nik 2, 68, a small tablet from Umma mentioning a slave purchase, is a note without witnesses. It agrees with the sources from Isin and Adab in putting the price in the first place and in using the expression “to fill into one’s hands” for “to pay,” but uses a transitive form of the verb. It belongs with the group of texts from the mu-iti archive using only /e/-prefixes:

(i) 4 kù giĝ<sub>4</sub>, sa<sub>10</sub> <sup>1</sup>Ur-saĝ-diĝir, lú saĝĝa en <sup>d</sup>Nin-MAR.KI, šu-na bé-si, (ii) saĝ sa<sub>10</sub>-a, Ama-ni-al-sa<sub>6</sub>, 3 mu iti 3.

“4 shekel of silver, price of Ursaĝ-diĝir, she had filled into the hand of the man of the saĝĝa of the High Priest of (the goddess) Nin-MAR.KI. (He is) a bought slave of Ama-ni-alsa.g. 3<sup>rd</sup> year, 3<sup>rd</sup> month.”

8.1.5.2.4.4 A text of uncertain provenience is difficult to reconstruct; it may use a somewhat independent orthography<sup>328</sup>.

8.1.5.2.4.5 Two animal sales may both come from Umma. They follow different patterns. One of them<sup>329</sup> agrees with the older forms at Ĝirsu, stating that PURCHASER bought OBJECT from SELLER (above, 8.1.4.1.5.1). But other than these, it shows a

326 Krecher 1974 a, no. 14, 6–9: ì saĝ-ĝá zì saĝ-ĝá-[b]i, a-ba-šúm Inim-ma-ni, lú níĝ-sa<sub>10</sub>-a ak-à[m], Si<sub>4</sub>-si<sub>4</sub> lú níĝ-sa<sub>10</sub>-a kú-[àm] “after the oil of the head and the flour of the head have been given, I. is the one who produced the (price) paid, S. is the one who consumed the (price) paid;” no. 15, 10–12, abbreviates this clause and reverses the sequence of “price producer” and “price consumer.” Krecher assumed the genitive attribute saĝ-ĝá.k to mean “von bester Qualität” though he could not explain the unusual genitive. I suppose saĝ to mean “head,” either the part of the body or the metonymical term for “slave,” and suspect a ritual act, be it one of cleansing (e.g., a kind of peeling) or of providing basic food and means for grooming.

327 Krecher 1974 a, no. 17.

328 Foster 1983, no. 4: <sup>Γ</sup>x<sup>Γ</sup> giĝ<sub>4</sub> kù-babbar igi 6-ĝál, níĝ-<sup>Γ</sup>sa<sub>10</sub><sup>Γ</sup> Lugal-bàd-kam, <sup>1</sup>Ri-im-KI, ù Lugal-zi, <sup>(5)</sup> [šu] ba-ti-éš, [ĝ]iś<sup>2</sup>-<sup>Γ</sup>gan<sup>2</sup>-x a<sup>Γ</sup>-ba-lá-a, [x x ti]l<sup>2</sup>-la-bi, [. . .], (6 witnesses), lú ki-inim-ma-bi-me. “X<sup>1</sup>/<sub>6</sub> shekel of silver, is the price of Lugal-bad. Ri-im-eršetim and Lugal-zi received it, after he passed<sup>2</sup> by the wooden pestle<sup>2</sup>, its ended<sup>2</sup> [. . .]. (6 witnesses.) They are its witnesses.” – The assumed unorthographic writing -ba-lá- for -bala- is uncertain due to the fragmentary state of preservation of this document.

329 Krecher 1974 a, no. 20.





purchases recording size, price, *iškinū* (NÍĜ.KI.ĜAR), and the receipt of the payments by the sellers (ŠU BA.TI = *yimḥur*, *yimḥurā*, *yimḥurū*) similar to the earlier Kiš and Isin stone documents (above, 8.1.3.3.2; 8.1.4.1); once the wording of an oath is quoted<sup>332</sup>. The stone tablet from Dilbat (ELTS 37) follows a similar pattern; it writes NÍĜ.DÚR.ĜAR for *iškinū*, registers twice an additional “gift” (NÍĜ.BA), and almost entirely refrains from using verbs<sup>333</sup>.

8.1.5.3.1.2 In Sargonic times the Man-ištusu Obelisk (ELTS 40) continues the tradition of registers of records on stone, but on a much grander scale and in much more detail. After a now mostly lost introductory section it gives the measurements of the fields, calculates in silver the “field price” (NÍĜ.SA<sub>10</sub>.AŠA<sub>5</sub>) measured out in barley, followed by the “field *iškinū*” (NÍĜ.KI.ĜAR.AŠA<sub>5</sub>), the “field gift” (NÍĜ.BA.AŠA<sub>5</sub>) and the list of “field owners” having received the payments (literally: “eating the silver”): *bēlū* AŠA<sub>5</sub>, KÚ KÙ.BABBAR. After these “brothers, field owners” may be enumerated. The text sums up several such transactions, describes the borders of the area made up by the fields acquired and enumerates 5 “field witnesses” (ÁBBA.ÁBBA.AŠA<sub>5</sub>). It then mentions that 190 citizens of Dūr Su’en in the agricultural district of which the fields are situated have been fed. Then 49 individually identified citizens of Agade follow as “field witnesses<sup>334</sup>.” The remark that king Man-ištusu has bought the fields ends the section of the text. *Mutatis mutandis* the same is then repeated about fields in the areas of the cities of Gir<sub>13</sub>-tab, Marad and Kiš. Only at Kiš a single woman occurs among the “field owners.”

8.1.5.3.1.3 Whether the much more condensed list of fields recorded on another stone tablet from Sippir (ELTS 41) is also concerned with royal purchases is uncertain. More such registers of purchased fields on stone and clay tablets that follow the pattern of

<sup>332</sup> ELTS 36 ii 1–11 (with commentary on p. 109 f.), I tentatively translate:

“[PN], so[n of PN<sub>2</sub>], man of ..[...], swore the declaratory oath: ... Whoever denies that they are fully paid – the dagger of Be’al-šarbē shall kill (him)!”

<sup>333</sup> Once (rev. i 18–20) DUMU.DUMU Ur-ma, NÍĜ.DÚ[R.ĜAR], K[Ú] “the children of Ur-ma consumed (ate) the additional payment.” In the final section the verb ŠU BA.TI is used.

<sup>334</sup> See now Foster 2000 (and above, note 46).

the Pre-Sargonic stones from Sippir (but in ELTS 36 and 41 no possessive suffix or genitive attribute relates the *iškinū* to the fields bought) and Dilbat (ELTS 37 is even more abbreviated) come from Ešnunna (Tall Asmar: ELTS 42–44).

The pattern at Ešnunna is:

(1) OBJECT+LOCATION/QUALIFICATION, (2 a) *šimī-šu*<sub>11</sub> (2 b) PRICE (AMOUNTS OF SILVER, BARLEY), (3 a) *iškinū-šu*<sub>11</sub> (3 b) AMOUNTS OF SILVER, BARLEY, WOOL, CONTAINER (WITH FAT), (4a) SELLER(S), (4b) *yimḥur/yimḥurā/yimḥurū*.

“The OBJECT in LOCATION/belonging to . . ./part of . . .: its price, AMOUNT OF silver and AMOUNT OF barley – its additional payment being<sup>335</sup> AMOUNTS OF silver, barley and wool – THE SELLER(s) received.”

The Sargonic tablets with field purchases from Ešnunna<sup>336</sup> follow the same form.

8.1.5.3.1.4 Two private economic documents from Tall Sulaima (in the Ḥamrīn-Basin, perhaps the city of Awal) record field purchases of a man named Ilu-damqu (or Ilum-damiq). The first (Rasheed 1981, no. 44) lists 5 purchases and follows the pattern:

(PRICE, NÍĠ.SA<sub>10</sub> AREA of field, SELLER *yimḥur*)×5, PURCHASER [*a-na* NÍĠ.SA<sub>10</sub>(?)]].TIL.LE [AŠ]A<sub>5</sub> *yiddin*.

5 × (“PRICE, the price of AREA, SELLER received”). “PURCHASER gave (it) [as the field]d’s full [price.]”

The second (Rasheed 1981, no. 42) puts the transaction into the city of Batir, named after “Mount Batir” near Zarpol-i Zôhâb, and lists 2 expenditures (Ē.A) (l. 25), i. e. (13–24) of 12;2.3 kor of barley to 5 persons, “servants of the house” (ÚRDU.É), after (1–12) a payment to four people:

“a total of 31;1.5 kor of barley” PURCHASER *ana* NÍĠ.SA<sub>10</sub> AŠA<sub>5</sub> *yiddin* “gave as the price of the field(s). In Batir.”

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335 The word *iškinū-šu* occurs always in the nominative whereas once (ELTS 42 iii 17) the accusative of *šimū* “price” is indicated by a gloss (otherwise: SA<sub>10</sub>-*šu*<sub>11</sub>) marking it as the direct object of *maḥārum* “to receive”, while the additional payment has to be seen as a parenthesis.

336 Gelb 1952, no.s 45; 48; 50; 51; 52; 58; 67; 111; 120; 128; 168.

### 8.1.5.3.2 Sale, Northern Babylonia and Diyala Region: Purchases of Landed Property: b) Houses

8.1.5.3.2.1 From Sippir, from the *Qurādum* archive, comes a clay tablet (Sollberger 1956, no. 2 = 1988, no. 7) documenting a single house purchase.

8.1.5.3.2.1.1 It uses the pattern:

AREA *bītam*(É), *šimū*(SA<sub>10</sub>)-*šunu*, PRICE, *išti* PN<sub>1</sub> ù PN<sub>2</sub> (= SELLERS) PN<sub>3</sub> (= PURCHASER) *yīluz. ana iškinī*(NÍĠ.KI.ĠAR) *bītim*(É) (AMOUNTS OF) BARLEY, OIL, WOOL, CLOTHES, (AND AMOUNTS OF) BARLEY, OIL, WOOL, A TOOL *ana i.ZÀ* PURCHASER *yiddin*. LIST OF 19 WITNESSES, (the last of them receiving 1/3 shekel of silver). [19] *šibūtum*(ÁBBA.ÁBBA) *in bīt*(É) PN<sub>3</sub> (=PURCHASER) 𐎶𐎠𐎶𐎠𐎶 (NINDA) *yīkulū*(KÚ)†

“AREA (of) house – their price being PRICE – from SELLERS<sub>1+2</sub> PURCHASER took (over). PURCHASER gave for the *iškinū* of the house AMOUNTS of BARLEY, OIL, WOOL and CLOTHES and AMOUNTS of BARLEY, OIL and WOOL, and a TOOL for OIL (to be spread at the) SIDE. LIST OF 19 WITNESSES (the last of them receiving 1/3 shekel of silver). [19] Witnesses ate bread in the house of PURCHASER.”

8.1.5.3.2.1.2 This pattern shows a clear distinction in the way the payments are qualified: the additional payment is related to the *iškinū* of the OBJECT bought, and here an original meaning “installations” for *iškinū* may still be present. But the price itself – other than in the inscriptions on the Man-ištusu Obelisk (ELTS 40) and the Sippir stone tablets ELTS 36i 2 and 41 (passim) where the suffix *-šu* or a genitive attribute refers to the field bought – is specified as “their price”. This plural can only refer to the SELLERS, making it very clear that the price belongs to them. Here we find a clear precursor of the early Old Babylonian form of sales contracts from northern Babylonia tying the price to the sellers and not to the object bought or the sales contract or transaction itself; see Wilcke 1985 b, 315 f. (also 1979/81). This formulation underlines the importance given to the link between the individual seller(s) and the price in OS and Sargonic formulae which record receipt of the price by the seller’s and stress that the price belongs to them personally and not, e.g., to the household or family (nuclear or extended) that they represent; see above, 8.1.5.1.2.2.1

The use of the verb *ahāzum* “to take (over)” in this context is, as far as I can see, isolated, as it normally refers to mental acquisition, i.e., to learning, and to taking a spouse.

8.1.5.3.2.2 Purchases of Houses from the Diyala-region mostly use of the verb *šadādum* “to measure a distance or an area”, but they take different forms:

8.1.5.3.2.2.1 Form b1:

LIST OF WITNESSES, described as “In all *n* witnesses (to the fact) that PN<sub>1</sub> (= SELLER) measured the house for PN<sub>2</sub> (= PURCHASER)<sup>337</sup>.”

8.1.5.3.2.2.2 Form b2:

(1 a) AREA (1 b) (of) house, (2 a) PN<sub>1</sub> (= SELLER) (2 b) measured (3) for PN<sub>2</sub> (= PURCHASER). WITNESSES<sup>338</sup>.

8.1.5.3.2.2.3 Form b3:

(1 a) DETAILED MEASUREMENTS, (1b) area, (1c) house, (2 a) seller (2 b) gave (3) to PURCHASER<sup>339</sup>.

8.1.5.3.2.2.4 In a more complex context PN<sub>1</sub> gives, i.e., sells (*nadānum*) two men to PN<sub>2</sub> for barley and in doing so cancels PN<sub>2</sub>’s claims against him. Now one of the men sold measures (= sells) a (= his) house to PN<sub>2</sub> as an equivalent of the barley. So PN<sub>2</sub> gets 2 slaves and a house for his claim against PN<sub>1</sub>, PN<sub>1</sub> gets barley and is cleared of debt, and two indebted men lose their freedom and their property, i.e., they were sold into slavery<sup>340</sup>.

8.1.5.3.2.3.1 Of unknown provenance but plausibly attributed to the Diyala region is the house purchase Steinkeller 1982, no. 1, displaying a totally different form:

(1 a) AREA, (1 b) house, (2 a) *šimū*, (2 b) PRICE, (3 a) SELLERS, (3 b) *māḥirtā kaspim*, (4 a) AMOUNT, (4 b) SELLERS, (4 c) *ākiltā iškinī*, (5 a) CONTAINER (WITH FAT), WOOL, (5 b) PN. Witnesses.

“(1) AREA of house, (2) the price being PRICE. (3) SELLERS are the recipients of the silver. (4)AMOUNT: SELLERS are the consumers (eaters) of the additional payment. (5) A container (with fat) and wool for PN. Witnesses.”

337 Gelb 1955, no. 1, 9–12: *naḫḫarum 9 šibut<sup>bu-ut</sup> Mututu bītam ana Ilum-asu’um yišduda*.

338 Gelb 1955, no. 2, 1–4: 1½ ĠŠ.IŠ.DÈ É, *Yīda’-pī-ilī ana Bēlī-bānī yišdud*.

339 Steinkeller 1992, no. 50, 13–15: (Detailed measurements), *naḫḫarum 10 ĠŠ.IŠ.DÈ bītam Dabalum ana Kuku yiddin*.

340 Gelb 1955, no. 8, 8–21: (List of witnesses) *šībūt enma Kinūnu ana Dān-ilī Ili-aḫī ù Waras-suni ana ŠE addik-kum. a(n)ni-mi mimma-šu lā tišu. maḫar-šunu Ili-aḫī 1 É GU.ZÉ ana Dān-ilī yišdud*.

8.1.5.3.2.3.2 This formulation shows similarities with the field purchases. Only here we find an additional payment (*iškinū*) mentioned. This text is also peculiar because of its purely female environment. It may be earlier than the other contracts.

8.1.5.3.3 *Sale, Northern Babylonia and Diyala Region: Purchases of Movable Property:*

8.1.5.3.3.1 Six texts recording slave purchases come from northern Babylonia, one of them from Sippir<sup>341</sup>, one from Mugdan<sup>342</sup>, the others perhaps from the Diyala region. They are written in Akkadian. Two of them (and another unpublished document)<sup>343</sup> introduce a guarantor: GUARANTOR (subject) PURCHASER (object) *yūqīp*. One of them has two special features: 3 witnesses are qualified as *maška'enum* (MAŠ.EN.KAK) (see above, 4.2), and they are called *šībūt kiššatim* marking the sale of the girl sold by her father and brother as one of debt-bondage caused by an offence. The receipt of the price by the sellers recorded in the document might therefore be fictitious.

8.1.5.3.3.2 The forms of the documents differ especially in the way the purchaser is referred to, if at all<sup>344</sup>:

341 CT 50, no. 78, only beginning and end preserved..

342 Steinkeller 1992, no. 48.

343 Gelb 1957, 222, quoted Foster 1983, 148; CAD M, s.v. *muqippu*.

344 In Steinkeller 1992, no. 48 (from Mugdan) no guarantor is mentioned; it reverses the sequence of clauses (3–4) found in Foster 1983, no. 1.

MVN 3, no. 102: 10 GIĜ<sub>4</sub> 1 MA.NA.[TUR] KÙ.BABBAR, *a-na* SA<sub>10</sub> <sup>1</sup>*Me-me, I-wi-ru-um, a-bù-ša<sub>10</sub>, ù Waras-sú-ni, ŠEŠ-ša<sub>10</sub>, [i]m-lu-ra, <sup>1</sup>Mu-mu, <sup>1</sup>U-KA.KA, ú-qī-ip*. (List of witnesses). ŠU.NÍĜIN 10 ÁBBA<sup>bu-ut</sup>, *kiš-ša<sub>10</sub>-tim* “10<sup>1</sup>/<sub>3</sub> shekel of silver as the price of Meme, her father Iwirum and her brother Waras-suni received. Mumu guaranteed it for U. (List of witnesses). In all: 10 witnesses of the debt bondage.”

Foster 1983, no. 1: [x] ʾKÙ.BABBARʾ GIĜ<sub>4</sub>, [(*a-na*) SA<sub>10</sub>] <sup>1</sup>*Ma-šum*, [PN] ÁBBA.IR<sup>ki</sup>, [i]-lá, [PN] s i p a, [X-a]d-da, [i n r]e<sup>i</sup>-bi-tim, [im]-hur, [i]-lí-dan šu GU<sub>4</sub>, [i]-qī-ip-šu. (List of witnesses, partly destroyed). [ŠU.NÍĜIN] 11 [ÁBBA<sup>h</sup>]<sup>u-ut</sup>, (illegible rests of 4 lines.) “[x] shekel of silver [as the price] of Māšum, the city elder [PN<sub>1</sub>] weighed out. [PN<sub>2</sub>], the shepherd of [...]. . . received it in the [sq]uare. [I]lī-dān, the one of the oxen, guaranteed it for him. (List of witnesses). [In all:] 11 witnesses to the fact that ...”

MVN 3, no. 80: [2+]<sub>2</sub>;4.0 ŠE GUR, SA<sub>10</sub> 6 GIĜ<sub>4</sub> KÙ-BABBAR, *a-na* SA<sub>10</sub> <sup>1</sup>*Illum-na-ši-ir, Eš<sub>4</sub>-tár-qār a-bù-šu<sub>11</sub> im-lur*, 4;4.0 ŠE GUR [(rest broken)], (rev. sub-

(1) PRICE, (2) *ana šimī* OBJECT (3), (PURCHASER *ī-lā*) (4) SELLER(s) *yimḥur/yimḥurā/yimḥurū*, (5) (GUARANTOR PURCHASER *yūqīp*). WITNESSES.

“(1) PRICE, (2) as the price of OBJECT (3) (PURCHASER weighed out), (4) SELLER(s) received. (GUARANTOR guaranteed it to the PURCHASER.) WITNESSES.”

8.1.5.3.3.3 One of the 3 extant animal (donkey) purchases<sup>345</sup> is of unknown provenance but attributed with good reason to the Di-yala region. As far as preserved, it follows the pattern of the slave sales. Again we observe the distinction between movable and immovable property.

## 8.2 Exchange

Records of the exchange of landed property are so far restricted to OS Isin. Exchange of a field for a garden is recorded once, with the operative clauses *a b-ši-ĝar* “he put it for it” and *ba-ê e<sub>6</sub>* “he carried it away” = “he took possession of it<sup>346</sup>.” Another exchange of landed property is styled as a purchase: The “price” for a garden consists of another (bigger!) garden, a house and 10 shekels of silver. The “purchaser” is again said to have carried away the “price<sup>347</sup>.”

## 8.3 Loan

8.3.1 Loans may either take the form of a receipt using *šu-ti* = *maḥārum* “to receive” or that of a debt note acknowledging an

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script): ŠE LIBIR *šu* GURU<sub>7</sub>, *ši-bu-tim*. “<sup>7</sup> 4<sup>7</sup> Kor, 4 bushel of barley, equivalent of 6 shekel of silver, as the price of Ilum-nāšir his father Eštar-(wa)qar received, 4 Kor, 4 bushel of barley [...]. Old barley, that of the granary of the elders.”

Foster 1983, no. 2: 15 GIĜ<sub>4</sub> K[Ü.BABBA]R, NÍĜ.SA<sub>10</sub> *Me-me, Ilum-dān* NAR, *im-ḥur*, IM.LĀL SIMUG, (list of witn[esses, ...]). “15 shekels of silver, the price of Meme, the singer Ilum-dān received. List of witn[esses ...].”

345 Steinkeller 1982, no. 2; for the other two purchases of donkeys see above, 8.1.5.2.4.5.

346 Edzard 1968, no. 21.

347 ‘Grand document juridique’, section N (Wilcke 1996, 60).

obligation to the creditor, the credit he has with the debtor: Sumerian *tuku* with the ergative of the creditor and the comitative of the debtor<sup>348</sup>, Akkadian CREDITOR *al* (*itti* in Susa) DEBTOR *yīšu*<sup>349</sup>, or simply “it is on DEBTOR:” *al* DEBTOR *yibašši*<sup>350</sup>. They were very rarely committed to writing as witnessed contracts despite the important role they played in economic life<sup>351</sup>.

8.3.2 Much more frequent are debt notes without witnesses<sup>352</sup>. The Sumerian term *ur<sub>5</sub>* “interest bearing loan” is used in OS texts from Ġirsu and occasionally in Sargonic times<sup>353</sup>; texts from the Diyala region differentiate between loans bearing interest, i.e., *hubullum*, and *hubuttatum* which does not<sup>354</sup>.

It therefore comes as no surprise that an elaborately made contract for a loan of dates, its worth in silver calculated at a ratio differing from that quoted as standard for the time the contract was concluded and stipulating repayment in barley at an outrageous ratio, is in written form<sup>355</sup>.

8.3.3 Interest may also be added to the price credited in an annulled sale contract, either if the purchaser does not pay<sup>356</sup> or if the seller does not provide the object paid for<sup>357</sup>.

348 Gelb 1970a, no. 41, 10–12.

349 Gelb 1970b, no. 21, 3–5.

350 BIN 8, no. 125, 6–8.

351 E.g., Edzard 1968, no. 75 (Ġirsu); no.s 74; 77 (Adab) and 76 (Nippur); Gelb 1970 a, no. 124 (Umma); 4 (Ešnunna? Witnesses called *šībūt kuššurā'im* “witnesses of the conclusion”, sc., of the contract); 1955, no. 15 (Diyala region); 1970b, no. 21 (Kiš).

352 E.g., Edzard 1968, no.s 72–73.

353 Bauer 1975; Steinkeller 1981; Gelb 1970 a, no. 71, 17–21 (from Umma): 16;0.0 še gur-saĝ é Lugal-KA.ŠÈ simug-ta, dam É-da-lú muḥaldim-ke<sub>4</sub>, ur<sub>5</sub>-šè šu ba-ti, nu-su “The wife of the cook E. has received 16 heaped Kor of barley from the house of the smith L. as an interest-bearing loan. She has not paid it back.”

354 Gelb 1952, no.s 17; 105; 110; 291; 321: *hubullum*; Gelb 1955, no. 32: *hubuttatum*.

355 Krecher 1974a, no. 21 (from Isin; see Steinkeller 1992, 7).

356 See above, 8.1.5.2.1.3 on ‘Grand document juridique,’ section K (Wilcke 1996, 56–58).

357 MVN 3, no. 81 (above, note 313).

The term  $ku_5\text{-}\hat{r}\acute{a}\acute{u}s$  used for interest added is the same as that for the rent due on leased fields<sup>358</sup>. At the same time  $ur_5$  is also used in the context of a field rental<sup>359</sup>.

8.3.4 The interest due is once declared as “half<sup>360</sup>” and once so calculated<sup>361</sup> and expressly written into the document – in both cases the currency credited is silver for which normally (in later times) 20% is charged. In the case of the field bought but not paid for<sup>362</sup>, one arrives at the amounts mentioned in the tablet recording the payment by calculating at the traditional interest rate for barley of  $33\frac{1}{3}\%$  *per annum*<sup>363</sup>. Therefore those explicitly mentioned rates are exceptional and were the reason for the written form of these loan contracts.

8.3.5 From En-metena.k of Lagaš we learn that the rulers from Umma could not, and did not, pay the rent/interest En-akale of Umma had agreed on in the treaty with E’anatum of Lagaš. We read, too, of a loan not repaid in private business<sup>364</sup>.

8.3.6 Nothing is said about penalties for default, but it may be inferred from the penalty clauses occurring in purchase contracts<sup>365</sup> that repayment *in duplum* also applied for loans. It is not clear

<sup>358</sup> See Krecher 1974 a commentary on no. 24; Steinkeller 1981, 143–145; above, 2.1.3.4.

<sup>359</sup> FAOS 5/1: Ean. 1 xii 12–13:  $ki\ ur_5\text{-}ra$ ,  $^dNin\text{-}\hat{g}ir\text{-}su\text{-}ka$  “in Nin-ĝirsu.k’s rented area” (in broken context); xvi 23–24:  $a\text{-}\acute{s}\acute{a}\ ^dNin\text{-}\hat{g}ir\text{-}su\text{-}ka$ ,  $ur_5$  (written GUR<sub>8</sub>)  $\hat{i}\text{-}k\acute{u}$  “I shall make use of the field of Nin-ĝirsu.k against rent” (lit.: “I shall eat the field of N. against interest”); Ent. 28 ii 22–24 || 29 iii 6–8:  $l\acute{u}\ Umma^{ki}\text{-}ke_4$ ,  $ur_5\text{-}\acute{s}\acute{e}\ \hat{i}\text{-}k\acute{u}$ ,  $ku_5\text{-}\hat{r}\acute{a}\acute{b}\acute{a}\acute{u}s$  “The man from Umma used it against interest/rent, an impost was laid on it;” see also ‘Grand document juridique,’ section G vii 9–11:  $ur_5\ k\acute{u}\text{-}a\text{-}ne\text{-}ne\ \hat{i}\text{-}su\text{-}su$  “he will repay their consumed interest-bearing loan,” which could also mean “he will pay the rental payments for leased land they had used” (due on the field in question).

<sup>360</sup> Edzard 1968, no. 74, with commentary (see also Yang 1989, 119–120).

<sup>361</sup> Krecher 1974a, no. 24, 1–3.

<sup>362</sup> ‘Grand document juridique,’ section K, see above, with note 356.

<sup>363</sup> MVN 3, no. 105; see Wilcke 1996, 56–58.

<sup>364</sup> See above, 7; see further FAOS 5/1: Ent. 28 ii 27 || 29 iii 11: “because he could not repay that grain;” Gelb 1970 a, no. 71, 17–21 (see above, note 353).

<sup>365</sup> See above, 8.1.5.2.1.4 with note 297.



whether the A.RU.BA (a-ru-ba “votive”?) payment in MVN 3, no. 105, 2–3 was a penalty<sup>366</sup>.

## 8.4 Pledge

No direct information about pledges is available. Yet several purchase contracts give the impression that the field sold had been pledged before<sup>367</sup>. This might mean that the creditors – at least in these cases – could not execute their claim directly by appropriating the object pledged.

## 8.5 Suretyship

8.5.1 Suretyship is mentioned as dangerous already in the version of the “Instructions of Šuruppak” from the Fāra-period<sup>368</sup>. Earliest documents come from the Sargonic period<sup>369</sup>.

8.5.2.1 The formula used is šu-du<sub>8</sub>-a-ni/bi tùm/ê<sub>6</sub> with the possessive pronoun suffixed to the *hamtu*-‘participle’ referring either to the surety (animate class) or to the case in question (inanimate class). The grammatical construction, and with it the meaning, seems to have changed in time. In 2 (out of a total of 3) Sargonic occurrences<sup>370</sup> (and in some Ur III references<sup>371</sup>) the person for whom the surety guarantees is in the absolutive case: the surety ‘brings’ him (away) as his “bound person<sup>372</sup>”. Other Ur III texts let the surety bring his/her šu-du<sub>8</sub>-a

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<sup>366</sup> Wilcke 1996, 57.

<sup>367</sup> See, e.g., Wilcke 1996, 50–51; 53 (‘Grand document juridique’, sections A–C; G).

<sup>368</sup> Alster 1974, p. 11: Tall Abū Šalābīl version ii 7; p. 21: Adab version ii 2–4 (l. 19 of the Old Babylonian version).

<sup>369</sup> Not the OS period as erroneously maintained by Wilcke 1999c, 624.

<sup>370</sup> Edzard 1968, no.s 69–70.

<sup>371</sup> E. g., MVN 14, no. 227; Charpin/Durand 1981, no. 44.

<sup>372</sup> I agree with Malul 1988, 228–231 that šu-—du<sub>8</sub> has to be understood on the basis of its Akkadian counterpart *kamûm* “to bind” (but I cannot follow his further arguments which do not take grammar into consideration).

(“bound hand?”) to/for the one he/she guarantees for<sup>373</sup> or – in a subordinate clause or infinitive construction – that the one he/she guarantees for will (not) do something<sup>374</sup>. This second understanding is also present when the suffix (-bi) refers to the case in question, which is also attested already in Sargonic times<sup>375</sup>.

A single Sargonic document may phrase the act of standing surety as [š u]-d u<sub>8</sub> ì-n a-a<sub>5</sub> “she guaranteed for her”(BIN 8, 91 iii 7).

8.5.2.2 In OAkk the formulation is: *qātāt* PN *wabālum* “to bring the hands of/for PN<sup>376</sup>” following the Sumerian wording and differing from later *qātāt* PN *leqūm* “to take the hands of/for PN.”

8.5.3 The reason for a surety being needed may or may not be mentioned: an amount of silver<sup>377</sup> (to be provided on a due date, no doubt), a slave bought<sup>378</sup> (probably guaranteeing that she is not owned by someone else, or that she will not run away).

8.5.4 Another form of surety is the guarantor in purchase contracts, to date only attested in northern Babylonia in the period in question (see above, 8.1.5.3.3.1–2).

## 8.6 Hire

8.6.1 No house rentals are attested; an account from Mugdan about the activities of a certain Lulu<sup>379</sup> mentions a lease of land of 32;1.3 bûr from the governor: *iš-tum* *Kì-nu-mu-pi*<sub>5</sub> *ÉNSI* *Lu-lu ú-*

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373 Gomi/Sato 1990, no.s 192 (with dative); 193 (with comitative); 211 (with dative); ITT 3, 6225; Falkenstein 1956, no.s 197, 19–20 (with dative); 195, 2–4 (with locative); NATN 558 (with locative).

374 MVN 6, 428; 7, 526; ITT 5, 6710; UET 3, 25. I cannot discuss here other rare Ur III occurrences with the circumpositions *ki-X(-ak)-šè*, *ki-X(-ak)-ta*, the loan translation from Akkadian with the verb *š u--ti* and *š u-d u<sub>8</sub>-a-ni* as designation of the surety in his relationship to the one he guarantees for.

375 Krecher 1974a, no. 23.

376 Wilcke 1999c, 623–626 (text very fragmentary).

377 Edzard 1968, no. 69.

378 Krecher 1974a, no. 23.

379 BIN 8, no. 144, 55–59 (cf. the parallel text Gelb 1970 b, no. 101, without mention of the lease.)

šé-ší “Lulu leased from the governor (of Kazallu?) Kīnummūpī.” No information on the conditions is given. We may also refer to temple personnel leasing land from their temple (above, 2.1.3.4) and the ‘inter-city-state’ treaty including an ‘international’ land lease (above, 7).

8.6.2 A hire of a man for 2 years is reported in the sister document to the land lease<sup>380</sup>. The same “Lulu led him away (*Lu-lu it-ru*). Silver for him,  $\frac{1}{3}$  mina 4 shekels of silver in(? text: of) the 2<sup>nd</sup> year Û-i-lí gave as his hire (*ig-ri-šu<sub>11</sub>*).” That means at least 12 shekels a year, a not inconsiderable amount of silver.

8.6.3 The (late OS or early Sargonic) fragmentary court document from Nippur, Krecher 1974a, no. 26 (AS 17, no. 6), apparently deals with the claims the employer raised (and in the end relinquished: *nam-gú-šè ba-ni-a<sub>5</sub>*) against a person who had twice entered his service as an employee for short periods (*saĝ PN.k-šè ... ì-gub-ba-am<sub>6</sub>*: i 2–5; ii 6–8), had apparently used up (*mu-kú*: ii 1) silver and other resources and allowed robbers (*sa-gaz-<sup>⌈</sup>AK<sup>⌋</sup>*) to lead away (? *ba-DU*) 4 sheep (ii 2–4). The action of the employer during the 2<sup>nd</sup> employment (ii 9–10) is unclear.

8.6.4 The use of 10 donkeys as draught animals for ploughing – worth 2 shekels of silver – is counted among the purchaser’s disbursements to the seller in a field purchase<sup>381</sup>. Nothing is known about the terms.

## 8.7 Oath

Promissory oaths not to go back on the contract are attested throughout the period, albeit infrequently<sup>382</sup>. In one case, a man had bought two female slaves, and the partners to the contract had sworn the respective promissory oath by the king’s name. But the same seller afterwards sold the same slaves to a business partner of the first purchaser who acted as commissioner in this second

<sup>380</sup> Gelb 1970 b, no. 101 ii 1–8. In BIN 8, no. 144, 27–31, Lulu is said to have led away this man, too.

<sup>381</sup> ‘Grand document juridique’, section I+J (Wilcke 1996, 54–56).

<sup>382</sup> See above, 3.3.8; 5.1.3.1.2; 5.1.5; 7.2.2; 8.1.5.2.3.3; 8.1.5.2.4.1.2; 8.1.5.3.1.

sale<sup>383</sup>, whence it may be assumed that he consented to the breach of contract. Nonetheless, the fact that another commissioner was also involved in that second sale is a strong indicator that such a sworn contract could not be annulled without the intervention of a court of law.

Declaratory and promissory oaths were also discussed in the context of litigation (3.3.6–8).

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<sup>383</sup> Edzard 1968, no. 56.

## 9. Delict and Crime

9.1.1 In the case of a donkey freed (by gross negligence or with malice)<sup>384</sup> one offender promises in court to replace it. Damages or punishment go unmentioned.

9.1.2 A woman who – obviously falsely or without proof – had accused an official, the town crier, of demanding too high a fee (?), withdrew her accusation in court and swore an oath by the king's name not to go back on it regarding the town crier. It will have been she who paid the commissioner's fee. No damages are mentioned.

9.1.3 Unclear is the offence which led to the enslavement of a girl (see above, 8.1.5.3.3.1).

9.2.1 Theft and murder are mentioned among the offences punished with imprisonment in the 'reform texts' of Irikagina, alongside misdemeanors relating to taxes and imposts (see above, 1.1.3). The responsibility for losses suffered from a robbery seems to have been part of an argument in court between an employer and his employee (see above 8.6.3).

9.2.2 Two fragmentary registers from Girsu of persons detained(?)<sup>385</sup> in some cases give the reasons: theft (twice of barley;

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<sup>384</sup> Edzard 1968, no. 80.

<sup>385</sup> RTC 96 iii 4'-8': <sup>1</sup>dam Lú-[x-x], šeš Ur-[x x], bar še Lú-bàn-da, ì-îá-îá, zuḥ-a-ka

"1 wife of L., brother of U., because of having stolen the barley of the perfume maker Lubanda;"

iii 17'-iv 4: <sup>1</sup>dam [PN], [x x x] [bar x x ], [PN<sub>2</sub>], ì-[îá-îá ], zuḥ-[a-ka]

"1 wife of [PN, the ..., because of having] stolen [...] of the perfume [maker PN<sub>2</sub>];"

iv 6-9: <sup>1</sup>kúrUr-[x-x], bar é [PN], bil-l[a-ka]

"1 discharged U. Because [of] having burnt down house of [PN];"

iv 10-14: <sup>1</sup>Ĝiš.[x-x], dumu Lú-[x-x], dam-gà[r], bar sag Bù-[(x)]-ṛxṛ muḥaldim, zuḥ-a-ka

once of a slave, once of a donkey and something else stolen), burning down a house, murder and plundering houses.

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“1 Ĝ., child of the merchant L., because of having stolen the slave of the cook B.;”

iv 15–18: <sup>1</sup>kúr<sup>U</sup>r-ba, úrdu Lugal-<sup>1</sup>KA<sup>1</sup>, bar anše P[N], asla[g], [zuḥ]<sup>2</sup>-a-ka]

“1 discharged Urba, slave of Lugal-KA, because [of having stolen] a donkey of the fuller P[N];”

v 1–6 <sup>1</sup>kúr<sup>U</sup>Si<sup>1</sup>-<sup>1</sup>ú šít[a (eš<sub>4</sub>)], dam *Ha-rí-im* a-zu, lú *Na-ḫi-iš-tum*, bar sag giš-ra-a-ka, ki Ur-TUR-ta, im-laḥ<sub>5</sub>-éš

“1 discharged Sîfu, the š., spouse of the physician Ḥarim, person of Naḫišum, because of a murder; they were brought here from Urtur’s”;

v 7–11 <sup>1</sup>Pú-ta<sup>1</sup>, ugula Lugal-TUKUL dumu Ur-me, <sup>1</sup>Lugal-an-na-tum šíta eš<sub>4</sub>, bar še Lugal-TUKUL, zuḥ-a-ka

“1 Puta – overseer is Lugal-TUKUL, child of Urme – and

1 Lugal-anatum, the š., because of having stolen barley of Lugal-TUKUL.”

The vertical wedges before each entry function as person markers (to facilitate counting) before PNs and before a noun qualifying a person (dam “wife, spouse”). To them may be added a slanted cross (here transliterated as kúr), a check mark, meaning perhaps “discharged.”

The subscript of the text sums up 29 men, 9 women, 1 suckling baby and [x]+2 blind people and breaks off after a partially broken line. I base the assumption that these people were detained on the “reasons” given, on the description of a group of people (in part repeated in col. vi) in col. I 8’ as lú zàḥ “runaways” and on the remark in v 5–6 that the people “were brought here from Ur-TUR’s.” I understand the qualification given in v 15: SU.BAPPIR.A-me as “they are Subarians”, perhaps to be compared with RTC 92 rev. i 5–6 Gu-ti-um-ta, ì-DU “he went from Guti’um”.

W. Sallaberger brought the similar fragment RTC 92 to my attention. See there ii 1–6

<sup>1</sup>IGI.UR[-]<sup>1</sup>x-x<sup>1</sup>, bar é Nin-<sup>1</sup>é<sup>1</sup>-gi<sub>4</sub>-a, ri-ri-ga-ka

“1 I., because of having plundered the house of Nin-egí’a”,

<sup>1</sup>Sul-pa Niġin<sub>x</sub>(NANŠE)<sup>ki</sup>, bar é Lú-bàn-da dub-šar, ri-ri-ga-ka

“1 Šulpa (from) Niġin, because of having plundered the house of the scribe Lubanda.”

The syntax of the reasons given in placing the *ḫamtu*-participles “stolen” (zuḥ-a), “burnt down” (bil-la) and “plundered” (ri-ri-ga) after the genitive naming the owner of the object marks them clearly as predicative and not attributive to the object. — See also the thieves in MVN 6, 423 (next note).

The lists read like prison-rosters, which they may be. The stolen slave and the way the reasons are briefly formulated recall the stolen slave from Isin and something else presumably stolen in the ordeal protocols from Nippur<sup>386</sup>, as well as another stolen slave in a Nippur text to be brought back together with her abductor, a runaway slave<sup>387</sup>.

<sup>386</sup> Edzard 1968, no. 98i 1–ii 2 (Westenholz 1975a, no. 49). The entry in no. 99 ix 1<sup>1</sup>–8<sup>1</sup> (Westenholz 1975a, no. 159) also seems to deal with theft: [x] ʾx ʾ [U]-mu-ì-lí-kam, Ú-a, nu-zuḥ-a-da, Ú-a, <sup>d</sup>I<sub>7</sub>-da, an-e<sub>11</sub>, Ur-<sup>d</sup>Iškur, maškim-bi. “... belongs to Ūmu-ili. In order (to prove) that U’a has not stolen it, U’a has gone down into the divine River. Ur-Iškur.k was the commissioner.” The infinite/-a-da/-form with *hamtu*-base of the verb here relates to a past action with an ergative subject and so clearly differs from the passive meaning (i.e., with deleted ergative) when referring to the future (Wilcke 1990, 496; above, with note 231).

J. Krecher 1995, 149, regards the *hamtu*-bases with suffixed /-a-da/ as formed by the ‘determination suffix’ -a he postulates and the comitative suffix -da. The assumption of a comitative in the passage quoted seems difficult. One would have to assume 2 homonymous men called Ú-a, one of them identified as the one who has/was not stolen.

The verb form nu-zuḥ-a-da is to be kept apart from the OS (and early Neo-Sumerian) noun nu-zuḥ (see Alster 1974, 19; Westbrook/Wilcke 1974/77, 115 note 20; see also Edzard 1963, 108 no. 13), replaced in Neo-Sumerian times by (lú)-ní-zuḥ. MVN 6, 423 (probably from the time of Gudea of Lagas) lists 9 men, three of them dead, (ḡruš-me “they are work-men”) and 11 women (ḡme), 1 of them dead, and 2 dead babies. They are qualified as nu-zuḥ dab<sub>5</sub>-ba-me “they are caught thieves.” 6 of the women are the wives of caught male thieves mentioned in the document, one is the mother-in-law of one of the men, and 2 are wetnurses (um-me-da). Were thieves imprisoned together with their families or did they rather make off with wife, children and wetnurse and when these were caught were detained as a group? See also the suckling baby mentioned in RTC 96 (previous note).

<sup>387</sup> FAOS 19: Nip 1; I still maintain that the verb ba-KA is very unlikely to be read \*ba-du<sub>11</sub> “hat eine Aussage gemacht” as Kienast/Volk want to understand it: a) Attinger 1993, 369–373 lists only one pre-Old Babylonian ba-an-du<sub>11</sub> (Gudea, in difficult context); the Old Babylonian references on p. 374 are mostly dubious. b) If the slave girl were the speaker she should be marked with an ergative suffix which is lacking. Therefore ba-zuḥ (either /ba-zuḥ-Ø/ “she was stolen” or /ba-n-zuḥ-Ø/ “he stole her”) seems to me very likely. If he stole her, he took her along. It therefore is understandable that the text informs us of his whereabouts.

The consequences for the offenders are in no instance mentioned. One may assume that, as Ur III texts suggest, the duration of the stay in prison was limited to a certain time and that there one had to compensate the offence with labour.



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	<i>namkurum</i> : intr. e4d
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## Abbreviations

### General Abbreviations

AO	Antiquités Orientales, Musée du Louvre
ED	Early dynastic period
OAKk	Old Akkadian
OB	Old Babylonian
OS	Old Sumerian

### Bibliographic Abbreviations

AAICAB	J.-P. Grégoire, Archives administratives et inscriptions cunéiformes. Ashmolean Museum, Bodleian Collection, Oxford. 1 Les Sources. Paris.
ABAW	Abhandlungen der Bayerischen Akademie der Wissenschaften. München.
ADFU	Ausgrabungen der Deutschen Forschungsgemeinschaft in Uruk-Warka. Leipzig/Berlin.
AfO	Archiv für Orientforschung. Horn/Wien.
AOAT	Alter Orient und Altes Testament. Münster.
AS	Assyriological Studies. Chicago
ASJ	Acta Sumerologica (Japonica). Hiroshima.
AuOr	Aula Orientalis. Barcelona.
BIN	Babylonian Inscriptions in the Collection of James B. Nies, Yale University. New Haven, Conn. (Vol. 3 see under Keiser; vol. 8 under Hackman).
BBVO	Berliner Beiträge zum Vorderen Orient. Berlin.
CRRAI	Compte Rendue de la Rencontre Assyriologique Internationale. Paris et al.
CT	Cuneiform Texts from Babylonian Tablets in the British Museum. London.
DP	F. M. Alotte de la Fuye, Documents Présargoniques. Paris 1908.
ELTS	see Gelb, Ignaz J., Steinkeller, Piotr, Whiting, Robert M. 1991.
FAOS	B. Kienast et al., ed., Freiburger Altorientalische Studien. Wiesbaden/Stuttgart. (5/1–2; 9/1–2 see under Steible 1985; 1991; 15/1–2 see under Selz; 19 see under Kienast/Volk).
HANEL	R. Westbrook, Hg., A History of Ancient Near Eastern Law. Handbuch der Orientalistik, 1. Abt., Bd. 72/1–2. Leiden 2003.

ITT	Inventaire des tablettes de Tello conservées au Musée Impérial Ottoman. Paris.
JCS	Journal of Cuneiform Studies. New Haven et al.
JESHO	Journal of the Economic and Social History of the Orient. Leiden.
LAK	A. Deimel, Die Inschriften von Fara 1: Liste der archaischen Keilschriftzeichen. Leipzig 1922.
MEE	Materiali Epigrafici di Ebla. Istituto Universitario di Napoli. Seminario di Studi Asiatici. Series Maior. (Vol. 3 see under Pettinato).
MSL	Materialien zum sumerischen Lexikon. Roma 1937 ff.
MSVO	Materialien zu den frühen Schriftzeugnissen des Vorderen Orients. Berlin.
MVN	Materiali per il Vocabulario Neosumerico. Roma. (Vol. 3 see under Owen; vol. 6 under Pettinato; vol. 7 under Pettinato/Picchioni; vol. 9 under Snell; vol. 10 under Grégoire; vol. 14 and 16 under Yıldız, Waetzold, Renner).
N.A.B.U	Notes Assyriologiques Brèves et Utiles. Paris.
NATN	see under Owen.
Nik 2	see under Nikol'skij.
OBO	Orbis Biblicus et Orientalis. Fribourg Suisse/Göttingen.
OIP	Oriental Institute Publications. The University of Chicago. Chicago, Ill. (Vol. 14 see under Luckenbill; vol. 97 under Biggs; vol. 104 under Gelb et al.)
Or	Orientalia. Roma.
PSD	The Sumerian Dictionary of the University Museum of the University of Pennsylvania. Philadelphia, Penn., 1984 ff.
RA	Revue d'Assyriologie et d'Archéologie Orientale. Paris.
RIA	Reallexikon der Assyriologie und der Vorderasiatischen Archäologie. Berlin.
RTC	see under Thureau-Dangin.
SANTAG	SANTAG. Arbeiten und Untersuchungen zur Keilschriftkunde. Wiesbaden. (Vol. 7 see under Ozaki).
SAT 2–3	see under Sigrist.
SBAW	Sitzungsberichte der Bayerischen Akademie der Wissenschaften. München.
SNATBM	see under Gomi/Sato.
TIM	Texts in the Iraq Museum. Wiesbaden/Leiden (Vol. 9 see under van Dijk).
TSA	see under de Genouillac.
TSŠ	see under Jestin.
UCP	University of California Publications in Semitic Philology. Berkeley.
UET	Ur Excavation Texts. London (Vol. 3 see under Legrain).
UTI	Die Umma Texte aus den Archäologischen Museen zu Istanbul. (F. Yıldız, H. Waetzoldt: Bd. 1, Nr. 1–600 = MVN 14; Bd. 2, Nr. 601–1600 = MVN 16; F. Yıldız, T. Gomi: Bd. 3, Nr. 1601–2300;

- F. Yıldız, T. Ozaki: Bd. 4, Nr. 2301–3000; Bd. 5, Nr. 3001–3500; Bd. 6, Nr. 3501–3834). Rom, Bethesda, Md.
- VAS Vorderasiatische Schriftdenkmäler der königlichen/staatlichen Museen zu Berlin. Leipzig/Berlin/Mainz.
- WO Die Welt des Orients. Göttingen.
- ZA Zeitschrift für Assyriologie und Vorderasiatische Archäologie. Berlin.

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