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# A Handbook from the Eduba'a: An Old Babylonian Collection of Model Contracts 

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# A Handbook from the Eduba'a: An Old Babylonian Collection of Model Contracts 

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## Introduction ${ }^{1}$

The Old Babylonian prism here published is a compendium of model contracts (and one legal provision) written in Sumerian and it is a direct expression of the scholastic legal tradition in Southern Mesopotamia. ${ }^{2}$ As Martha Roth asserted in her study about a similar prism, ${ }^{3}$ Mesopotamian legal tradition is evidenced by two types of documents: the first one is represented by "handbooks", that is compendia of contractual clauses and specific terminology (as, for example, the series Ana ittišu, from now on: Ai.), or collections of model contracts, that follow the common patterns of Sumerian contract types (loan documents, sale contracts, contracts of adoption, of manumission of slaves, etc.). The second type of document is the product of the students of the Eduba: texts (or sentences) written by the trainee from dictation or by copying the text produced by

[^0]the teacher, in which, as it is to be expected, there are often many mistakes and anomalies.

The prism here edited belongs to the first type of documents highlighted by Roth and was written by an expert scribe, who gathered the model contracts with accuracy and professional organization, as we shall see.

The four-sided prism (a parallelepipedon), ${ }^{4}$ from a private collection, measures approximately 25.5 cm in height; each side is 9.5 cm on average in width, ${ }^{5}$ and contains 4 columns with over sixty lines each. ${ }^{6}$

As all Babylonian prisms, it shows a hole pierced from bottom to top, apparently to facilitate the handling of the object once mounted on a stick; ${ }^{7}$ probably, this expedient was also used to avoid the damage of such a large surface by the natural expansion and contraction of clay due to the cooking and the drying process.

The prism is completely destroyed on the top, whereas two lateral sides (the second and the third ones) have maintained only a small portion of the text: the artifact was assembled and reshaped by using some plasticine. The percentage of the preserved text is: side $1-92 \% ; 2-30 \% ; 3-47 \%$; $4-72 \%$ (that is c. $60 \%$ of the text in the prism is available today).

We do not have any information about the provenience and the date of the object, ${ }^{8}$ although the ductus can date it to the Early Old Babylonian period; as for its provenience, we can guess that the prism was drawn up in a "school" in Southern Mesopotamia, possibly at Nippur, which in that period housed an important scholastic and lexical tradition. In any case, it is to be stressed that the kind of loan contracts which are collected in the

[^1]prism seem to originate from different geographical areas, thus indicating that the scribe in the school had to be trained in patterns different from the ones in use in his city, whatever it can be.

The collection of the 44 model contracts preserved on the prism includes 32 loan contracts, mostly of barley, but also of sesame, silver, sesame oil, and bricks, and one document dealing with the loss of a loan tablet; one credit sale of wool; one rent of a storehouse; two contracts of slave sales, one document of inheritance division and another dealing probably with the delivery of fields, one marriage document, one adoption document and one document of manumission of a slave and consequent adoption. Furthermore, there is a text belonging to the genre of "literary legal decisions", ${ }^{\text {, }}$ according to the terminology adopted by Steinkeller: ${ }^{10}$ it describes the administrative provision taken by the assembly of Nippur after the loss of a merchant's personal seal. The absence of witnesses and date (both essential for legal validity) in the contracts indicates that our text belongs to the category of "model contracts". ${ }^{11}$ In place of the list of witnesses and the date, which never occur in this kind of document, ${ }^{12}$ some model contracts can include a notation such as $1 \mathrm{u}_{2}$ ki-enim-ma-bi iti-bi mu-bi, "the corresponding witnesses, month and year

[^2](omitted)", ${ }^{13}$ or $1 u_{2}$ ki-enim-ma-ka mu-bi, "the corresponding names of the witnesses (omitted)". ${ }^{14}$ Others simply leave out these items, as is the case in the contracts presented here.

## Inner organization of the prism

The model contracts are not lined but are divided from one another by a double line. ${ }^{15}$

Side 1:

| $\S 1$ | [barley] loan | i. $1^{\prime}-8^{\prime}$ |
| :--- | :--- | :--- |
| $\S 2$ | barley loan | i. $9^{\prime}-17^{\prime}$ |
| $\S 3$ | barley loan | i. $18^{\prime}-29^{\prime}$ |
| $\S 4$ | barley loan | i. $30^{\prime}-42^{\prime}$ |
| $\S 5$ | loss of a tablet dealing with a barley loan | i. $43^{\prime}-58^{\prime}$ |
| $\S 6$ | barley loan | i. $59^{\prime}-\mathrm{ii}. 12^{\prime}$ |
| $\S 7$ | barley loan | ii. $13^{\prime}-26^{\prime}$ |
| $\S 8$ | barley loan | ii. $27^{\prime}-34^{\prime}$ |
| $\S 9$ | rent of a storehouse for storing barley | ii. $35^{\prime}-51^{\prime}$ |
| $\S 10$ | barley loan | ii. $52^{\prime}-$ iii. $10^{\prime}$ |
| $\S 11$ | barley loan | iii. $11^{\prime}-19^{\prime}$ |
| $\S 12$ | barley loan | iii. $20^{\prime}-27^{\prime}$ |
| $\S 13$ | receipt of barley | iii. $28^{\prime}-35^{\prime}$ |
| $\S 14$ | sesame loan | iii. $36^{\prime}-43^{\prime}$ |
| $\S 15$ | sesame loan | iii. $44^{\prime}-53^{\prime}$ |
| $\S 16$ | sesame loan | iii. $54^{\prime}-\mathrm{iv} .14^{\prime}$ |
| $\S 17$ | sesame loan | iv. $15^{\prime}-27^{\prime}$ |
| $\S 18$ | sesame loan with distraint of member(s) |  |
|  | of the debtor's household | iv. $28^{\prime}-52^{\prime}$ |
| $\S 19$ | sesame loan | iv. $53^{\prime}-61^{\prime}$ |

§19 sesame loan
iv. $53^{\prime}-61^{\prime}$

[^3]Side 2:

| $\S 20$ | loan of ... | i. $1^{\prime}-11^{\prime}$ |
| :--- | :--- | :--- |
| $\S 21$ | loan? of sesame oil | i. $12^{\prime}-16^{\prime}$ |
| $\S 22$ | [barley] loan | ii. $1^{\prime}-4^{\prime}$ |
| $\S 23$ | credit sale of wool from a foreign land | ii. $5^{\prime}-14^{\prime}$ |
| $\S 24$ | barley loan | iii. $1^{\prime}-19^{\prime}$ |
| $\S 25$ | bricks | iii. $20^{\prime}$ |
| $\S 26$ | loan of bricks (?) | iv. $1^{\prime}-6^{\prime}$ |
| $\S 27$ | loan of bricks | iv. $7^{\prime}-16^{\prime}$ |
| $\S 28$ | loan of [bricks (?)] | iv. $17^{\prime}-21^{\prime}$ |

Side 3:
§29 [barley] loan
i. $1^{\prime}-3^{\prime}$
§30 silver loan
i. $4^{\prime}-18^{\prime}$
§31 loan of ...
ii. $1^{\prime}$
§32 silver loan
ii. $2^{\prime}-15^{\prime}$
§33 silver loan with a slave as a pledge
ii. $16^{\prime}-34^{\prime}$
§34 silver loan
iii. $1^{\prime}-21^{\prime}$
§35 fields ...
iii. $22^{\prime}-43^{\prime}$
§36 final part of an adoption document: iv. $1^{\prime}-23^{\prime}$
penalty imposed upon the adoptee for repudiation
$\S 37$ sale of a slave
iv. $24^{\prime}-39^{\prime}$

Side 4:

| $\S 38$ | loan of ... | i. $1^{\prime}-4^{\prime}$ |
| :--- | :--- | :--- |
| $\S 39$ | inheritance division | i. $5^{\prime}-35^{\prime}$ |
| $\S 40$ | manumission and adoption of a slave | ii. $1^{\prime}-27^{\prime}$ |
| $\S 41$ | public announcement of a lost seal ${ }^{16}$ | ii. $28^{\prime}-$ iii. $8^{\prime}$ |
| $\S 42$ | marriage document | iii. $9^{\prime}-53^{\prime}$ |
| $\S 43$ | sale and manumission of a female slave | iii. $54^{\prime}-$ iv. $13^{\prime}$ |
| $\S 44$ | adoption document | iv. $14^{\prime}-35^{\prime}$ |

As it was highlighted before, most documents collected in the prism (about $73 \%$ ) are represented by loan contracts of barley, sesame, silver and wool (probably bricks too). ${ }^{17}$ Sometimes an interest rate is marked: as for the barley and sesame the usual rate is $33 \%(\S 6,14,15,18,19)$, although

[^4]an unusual $20 \%$, that is the regular rate for silver loans, is also attested ( $\$ 2$ and 7 ); in other documents ( $\$ 3,4, \mathbf{1 0}, \mathbf{1 1}, \mathbf{1 7}, \mathbf{2 8}$ ) the loan is said not to bear interest (maš ${ }_{2}$ nu-ub-tuku) - in one barley loan contract ( $\S 3$ and probably §10) we find the clause that if the debtor does not give back the due by the established term, he will add an extra rate of $33 \%$.

Regarding silver loans (only $\S \mathbf{3 0}, \mathbf{3 2}, 33,34$ are attested for certain), unfortunately the portion of text with the interest rate is not always preserved; in $\S 32$, which includes the rate, the interest has to be paid not in silver but in barley (see the commentary to the text); in another document, on the contrary, the interest is represented by a female slave as a pledge (§33).

Only $\S 10$ contains the term defining the type of loan: this is the eš-$\mathrm{de}_{2}-\mathrm{a} /$ hubuttatum loan.

In our documents, the most common month for repayment of debts is iti gud-si-su, the second month of the Nippur calendar (see $\S 1,2,11$, 20, 22, 27, 29, 32, 34); as Skaist states (149-71), this was the predominant month for repayment of both barley and silver loans in documents from Kisurra, but it was found also in texts from Ur. Other months here noted as due dates are iti šeg ${ }_{12}-\mathrm{a}$, the third month of the Nippur calendar (§ 12) and iti šu-nuĝun-a, the fourth one (§38).

In sesame loan contracts the term for the repayment of the loan is always indicated by the formula iti buru $1_{14}-\mathrm{s}_{\mathrm{e}} \mathrm{e}^{18}(\S 14,15,17,18)$, used also in a loan of sesame oil ( $\$ 21$ ) and in a barley loan ( $(24)$.

Finally, in §3, which records a barley loan, the term of the loan is indicated by the expression (ki-)ulutin-bi-še ${ }_{3}=$ ana ittīsu ${ }^{\text {, "at its }}$ appointed time / at its due-time". ${ }^{19}$

In the contracts presented here, the verbs describing the act of repaying a loan are a $\hat{\mathrm{g}}_{2}$ /madādum, "to measure", used for payments in barley or agricultural products ( $\$ 3,6,7,11,12,15,26,32$ ), the formula šum $\mathrm{m}_{2}$-mudam/nadānum, "to give (back)" (§1, 2, 3, 6, 14, 22, 29, 31), the verb su/ riābum (or apālum), "to pay back" (§8) and gur /târu, "to return, to repay" ( $\$ 4,7,10,24$ ). The verb $1 \mathrm{a}_{2} /$ sáaqālum, "to weigh out", that usually describes payments in silver, is not preserved in our silver loans (and only tentatively restored in § 16). ${ }^{20}$

[^5]The remaining documents (about $27 \%$ of the whole corpus) belong to different types: there are one credit sale of wool (§23), two sales of slaves ( $\S 37$ and 43 ), one inheritance division ( $\S 39$ ), one contract of manumission of a slave and consequent adoption ( $\$ 40$ ), the public announcement of the loss of a merchant’s personal seal (§41), one marriage contract (§42), and one adoption contract (§44).

## Transliteration, translation and comments ${ }^{21}$

§1 (1.i. $\left.1^{\prime}-8^{\prime}\right)$

$$
\text { c. } 3 \text { lines lost }
$$

4'. 4'. ki an.[...-ta]
5'. 5'. ilum-i-de
6'. 6'. šu ba-an-ti
7'. 7'. iti gud-si-su-še ${ }_{3}$
8'. 8'. šum $2_{2}-\mathrm{mu}-\mathrm{dam}$
[1 kor of barley] from AN-[...] Ilum-ide has received; to be given (back) in the second month.

Even if the object of the loan is not preserved, we can infer it is barley from the presence both of the verbal form šum ${ }_{2}-\mathrm{mu}-\mathrm{dam}$ and of the second month as term of repayment (see also §22 and 29). Moreover, it is interesting to highlight that the first five loan contracts present a progression up to 5 kors, hence the restoration (sugg. W. Sallaberger).
$8^{\prime}$. The majority of the available loan contracts in which this verb occurs come from the first half of the Old Babylonian period (prae-Samsu-iluna), whereas in the second half of this period only the Akkadian verbal form (inaddin) is attested. According to A. Skaist (198) "no loan contract with this verb has been found in the extreme south of Lower Mesopotamia".

[^6]


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## §2 (1.i. $\left.9^{\prime}-17^{\prime}\right)$

9'. 1. 2.0.0 še gur
10'. 2. maš 2 1.0.0 gur 0.1.0 še-ta
11'. 3. dah-he-dam
12'. 4. ki den.ZU-ba-ni-ta
13'. 5. er $-r a$-ba-ni
14'. 6. šu ba-an-ti
15'. 7. iti gud-si-su-še ${ }_{3}$
16'. 8. iti! še! $k u_{4}-k u_{4}-d[a]$
17'. 9. šum $2_{2}-\mathrm{mu}-\mathrm{dam}$
2 kors of barley - an interest of 60 litres per 1 kor of barley is to be added - from Sîn-bāni Erra-bāni has received; to be given (back) in the second month, [in] the month? (in which) the barley is to be brought in.
2. The $20 \%$ interest rate on barley loans (instead of the standard $33 \%$ ) occurs almost exclusively in the southern part of Mesopotamia, in a period from Gungunum 22 (1912 B.C.E.) to Samsu-iluna 6 (1744) (cf. Skaist, 118); see also §7.
3. The verbal form dah-he-dam, "(it is) to be added", was widely used during the Old Babylonian period in the contracts from Sippar, Nippur, Kisurra and Larsa (see Skaist, 100-101).
8. The expression iti še $\mathrm{ku}_{4}-\mathrm{ku}_{4}-\mathrm{da}$ is not known to me. Another possible interpretation could be iti še gur ${ }_{10}{ }^{\text {! }}$ - ur $_{10}{ }^{!}$-da, "the month (in which) the barley is harvested"; see also §7. A similar formula, še $\mathrm{gur}_{10^{-}}$gur $_{10^{-}}$(dam), appears in the Ur III period; see P. Steinkeller, Money-Lending Practices in Ur III Babylonia: The Issue of Economic Motivation, in: Debt and Economic Renewal in the Ancient Near East. ISCANEE 3 (2002) 130-31 (but this expression is never used in Ur III as an indication of time, to the best of my knowledge).
§3 (1.i. $\left.18^{\prime}-29^{\prime}\right)$

| 18'. 1. 3.0.0 še-gur | 24'. 7. šum ${ }_{2}-\mathrm{mu}-\mathrm{dam}$ |
| :---: | :---: |
| 19'. 2. maš 2 nu-ub-tuku | 25'. 8. tukumbi |
| 20'. 3. [k]i [b]a-a-ba-ta | 26'. 9. ulutin-bi-še ${ }_{3}$ |
| 21'. 4. [u]r-d $d a-m u$ | 27'. 10. la-ba-an-šum ${ }_{2}$ |
| 22'. 5. šu ba-an-ti | 28'. 11. maš ${ }_{2}$ 1.0.0 gur 0.1.4 še-ta |
| 23'. 6. ulutin-bi-še ${ }_{3}$ | 29'. 12. $\mathrm{i}_{3}-\mathrm{a} \hat{\mathrm{g}}_{2}-\mathrm{e}$ |

3 kors of barley, without interest, from Baba Ur-Damu has received; to be given (back) at its due-time. If at its due-time he will not give it (back), he will measure an interest of 100 litres per 1 kor of barley.

6 and 9. For (ki-)ulutin-bi-še ${ }_{3}=$ ana ittišu see the Introduction above and fn. 19.
§4 (1.i. $\left.30^{\prime}-42^{\prime}\right)$

| $30^{\prime}$ | 1. 4.0 .0 gur še $\operatorname{sig}_{5}{ }^{\prime}(\mathrm{IGI}+\mathrm{HU}) \mathrm{Ud}$ | 38' 9. tukumbi |
| :---: | :---: | :---: |
| 31' | 2. maš ${ }_{2} \mathrm{nu}-\mathrm{ub}-\mathrm{tuku}$ | 39' 10. nu-na-an-šum ${ }_{2}$ |
|  | 3. $[\mathrm{ki} \mathrm{x}-\mathrm{x}]$-ni-ta | 40' 11. mu $\mathrm{kur}_{2}-\mathrm{sce}_{3}$ še ba-da-bala |
|  | c. 4 lines lost | 41' 12 maš ${ }_{2} \mathrm{ba}-\mathrm{du}_{12}-\mathrm{du}_{12}$ |
| $37^{\prime}$ | 8. in-na-ab-gur-re | 42' 13. mu lugal-bi in-pa ${ }^{\text {a }}$ |

4 kors of barley of high quality? ..., without interest, [fr]om [ $\left.\mathrm{PN}_{2}\right],\left[P N_{1}\right.$ has received], (2 lines lost) he will return it to him. If he will not give it (back) to him, he will transfer the barley to the next (lit. future) year and it (i.e. the capital) will bear interest; he has sworn by the name of the king accordingly.

1. The present interpretation of the sequence IGI+HU as a variant of $\operatorname{sig}_{5} / \mathrm{saga}_{10}$ is only tentative; the same sequence appears in $\S 23$.
2. For the translation proposed see R. Yaron, kurrum șibtam ussab 'das Kor wird Zins hinzufügen': Weiteres zu §18 A der Gesetze von Ešnunna, ZA 83 (1993) 206 ff.
3. The clause of promissory oath, that is standard in other types of contracts (like sale deeds or judicial decisions), was only found in some of the loan documents from Ur (UET 5 299, 301, 309-11, 313-15, 317, 323, 325-40, 342-43 345-49, 351-54, 358-65, 367, 369-71, 374-76, 378-79, 381, 383, 390, 397, 414-15, 418-19) and Larsa (TCL 11 227; YOS 5 109, 136; YOS 8 101, 171) in the outermost part of Lower Mesopotamia, and once in a loan transaction from Kisurra. Skaist suggests that its presence in the loan contracts must be considered as a survival from Ur III and earlier periods, when it may have been used to compel the debtor to refund his loan (see Skaist, 26-27; for Ur III cf. W. Sallaberger, Der Eid im Gerichtsverfahren im neusumerischen Umma, in: P. Michalowski (ed.), On the Third Dynasty of Ur. Studies in Honor of Marcel Sigrist. JCS SS 1 [2008] 159-176).
§5 (1.i. 43'-58')

43'. 1. 5.0.0 še gur
44'. 2. še na-la-nu-um dam-g ar 3
45'. 3. ugu dnanna-ma-an-šum $2_{2}-/ k a$
46'. 4. $\mathrm{bi}_{2}$-in-tuku-a
47'. 5. še $u_{3} \mathrm{maš}_{2}$-bi
48'. 6. dnanna-ma-an-šum $m_{2}$-e
49'. 7. $b a-n a-a n-s ̌ u m_{2}$
50'. 8. ša $0^{\prime}-g a-n i \quad b a-a n-d u_{10}$

51'. 9. [kiš]ib? $\mathrm{e}_{2}$ na-la-nu-um
52'. 10. $u_{2}$-gu ba-an-de ${ }_{2}$
53'. 11. 「x ${ }^{1}$ (eras.?) $u_{2}-\mathrm{gu}$ ba-an-de ${ }_{2}-\mathrm{a}$
54'. 12. kišib gaba-ri-bi
55'. 13. in-na-an-taka ${ }_{4}$
56'. 14. $u_{4}$ kur $_{2}-$ še $_{3}$
57'. 15. kišib ul-pa ${ }_{3}{ }^{\text {pa }}$ zi-/re-d $[a m]$
58'. 16. mu lugal-bi in-pa ${ }_{3}$

5 kors of barley - barley which Nalānum, the merchant, had as a credit upon Nanna-manšum - (this) barley and its interest, Nanna-manšum has given it (back) to him and his (= of Nalānum) heart he (= Nanna-manšum) has satisfied. [Now, the sealed tab]let? (from) the house of Nalānum got lost, (so) a copy of the sealed tablet, regarding the $\ldots$ ? which got lost, he (= Nalānum) has drawn up for him. In the future, should the (lost) tablet be found, it has to be destroyed; he has sworn by the name of the king accordingly.

Only one copy of a tablet recording a loan was drawn up and it was kept by the creditor: in the present contract the creditor lost the tablet of the loan ( $\mathrm{u}_{2}-\mathrm{gu} \sim \mathrm{de}_{2}$ ), so that he could not give it back to the debtor in order to be broken, and a new tablet, a copy (kišib gaba-ri-bi), had to be drawn up ( $\operatorname{taka}_{4}$ ); of course, if the old tablet was found again ( $\mathrm{pa}_{3}$ ), it had to be destroyed immediately (zi-r).
8. The expression $\mathrm{ša}_{3}$-ga-ni al-du $\mathrm{u}_{10}$, "his heart is satisfied", has been thoroughly studied by Y. Muffs, Studies in the Aramaic Legal Papyri from Elephantine. SD 8 (Leiden 1968), who states that it occurs only in three different types of texts: sale deeds, settlement of litigations and receipt of the bride-price. In the Old Babylonian period, this phrase had many variants because it wasn't completely standardized. For this subject see also R. Westbrook, The Phrase "His Heart Is Satisfied" in Ancient Near Eastern Legal Sources, JAOS 111 (1991) 219-24.

13: For $\operatorname{taka}_{4}=e z e \bar{b} u$, "to draw up a legal document", see Ai. VI iv 11-12: na ${ }_{4}$-kišib $\min _{3}$ - $\mathrm{kam}_{2}-\mathrm{ma}$ in-na-an-taka $\mathrm{A}_{4}$ /ku-nu-ka ša-nam-ma i-zi-ib-šu (kunukka šanâm-ma izibšu): "he made out to him a second document" (see CAD E, s.v. ezēbu, 3d, 422).

15: cf. Hh II 90: zi-re-dam up-ta-as-sa-as, "[the seal impression] will be obliterated (Akk.)".
§6 (1.i. 59'-1.ii. $12^{\prime}$ )

| 59'. 1. 10.0.0 še gur | 6'. 11'. [x x$]$ šum ${ }_{2}-\mathrm{mu}-\mathrm{d}[\mathrm{m}]$ |
| :---: | :---: |
| 60'. 2. maš ${ }_{2} 1.0 .0$ gur 0.1.4-ta | 7'. 12'.tukumbi |
| 61'. 3. dah-he-dam | 8'. 13'. še-bi la-ba-an- |
| 62'. 4. $\mathrm{ki}{ }^{\text {d }}$ EN.ZU-i-din-na-šu | šum ${ }_{2}$-/mu-uš |
| 63'. 5. ugula dam-gar ${ }_{3}$-ra | 9'. 14'. ni $_{2}$-te-ni-ta |
| c. 4 lines lost | 10'. 15' $\mathrm{i}_{3}$ - $\mathrm{ag}_{2}$ - e |
| 5'. 10'. [...] | 11'. 16' kišib-ba-ni in-taka ${ }_{4}$ <br> $12^{\prime}$. $17^{\prime} \mathrm{mu}$ lugal-bi in-pa |

10 kors of barley - an interest of 100 litres per 1 kor is to be added from Sîn-iddinaššu, the overseer of the merchants, [PNs have received] (c. 3 lines lost) [to b]e given (back). If they do not give (back) that barley, he himself will measure it; he has drawn up ( t )his sealed tablet; he has sworn by the name of the king accordingly.

4-5. This same individual, with his title of ugula dam-gar ${ }_{3}$, occurs also in $\S 16$; in § 13 the same PN is attested without any specification (see comm. ad ll.).
14. Because of the broken part in the middle of the document it is impossible to say who is going to measure the barley back.
§7 (1.ii. $\left.13^{\prime}-26^{\prime}\right)$
13'. 1. '5.0.0' še gur
14'. 2. [maš $\left.{ }_{2} 1.0 .0 \mathrm{gur}\right] 0.1 .0$ še-ta
20'. 8. in-na-ab-gur-re
15'. 3. še g[ur ${ }_{10}$-gur $\left.{ }_{10}\right]$-da-še ${ }_{3}$
21'. 9. tukumbi
16'. 4. ki dadad-ill[at ${ }^{?}$-(x)-ta]
22'. 10. ša ${ }_{3}$ mu 3-ta-am
17'. 5. $1 u_{2}{ }^{2}$-den-ki dam-gar ${ }_{3}$
23'. 11. še-bi la-ba-an-til
18'. 6. šu ba-an-ti
24'. 12. še $u_{3}$ maš $_{2}$-bi
19'. 7. mu 2 2.0.0 gur še-ta-am ${ }_{3}$
25'. 13. $\mathrm{i}_{3}-\mathrm{a} \hat{\mathrm{g}}_{2}-\mathrm{e}$
26'. 14. mu lugal-bi in-pa ${ }_{3}$
${ }^{157}$ kors of barley - [with an interest of] 60 litres [per 1 kor] of barley, (interest to be paid back) by h[arvesting'] barley - from Adad-ill[at] LuEnki, the merchant, has received; in (the next) 2 years he will return to him 2 kors of barley (each year). If in the third year he will not pay (back) this barley in full, he will measure the barley and its interest; he has sworn by the name of the king accordingly.
2. This rate of $20 \%$ is not regular for barley loans, but is probably common when the interest is to be repaid with work (see the considerations of Steinkeller, Money-Lending Practices [comm. to §2: 8] for the relationship between labour and loan, esp. 131 f .).
3. According to the traces of the signs, it is possible to reconstruct the verb gur ${ }_{10}$, possibly reduplicated, see also §2, 1. 8 (and comm. there) and §11, 1. 5.
11. til = gummuru, "to pay (back) in full", cf. CAD G, s.v. gamāru, 30.
$\S 8$ (1.ii. 27'-34')
27'. 1. 2.0.0 še gur
28'. 2. še maš ${ }_{2}$-bi ba-ab-šum ${ }_{2}-\mathrm{ma}$
29'. 3. ki nu-ur $r_{2}-a-h i-$-su-ta
30'. 4. [х.к]A? ? LA.HAR?
31'. 5. [šu ba-an-ti]
32'. 6. [...] $x^{\text {? }}$-ta-/a $\mathrm{mm}_{3}$
33'. 7. in-na-su-su-e
34'. 8. mu lugal-bi in-pa ${ }_{3}$
2 kors of barley whose interest has already been given, from Nūr-ahišu PN [has received]; [...] he will replace it back to him; he has sworn by the name of the king accordingly.
7. The verb su/sug ${ }_{6}$ (riābum, apālum) is here used with the meaning of "to replace, to pay back", showing that it was used in this way also in Old Babylonian period, in opposition of what H . Limet maintained (Le vocabulaire technique du droit en sumérien, in: M. E. Cohen et al. [eds.], The Tablet and the Scroll. Near Eastern Studies in Honor of William W. Hallo [Bethesda 1993] 143): "il semble que le verbe su ne soit plus employé après l'époque de la $3^{e}$ dynastie d'Ur".
§9（1．ii．35＇－51＇）

| 35＇．1．30．0．0 še gur | 44＇．10． gal $_{2}$ ba－an－taka ${ }_{4}$ |
| :---: | :---: |
| 36＇．2．še ilum－rē＇l̂ dam－gar ${ }^{\text {a }}$ | 45＇．11．$u_{3}$ še $\left[\mathrm{e}_{2}\right]$－kišib－ba－ka－ni |
| 37＇．3． $\mathrm{e}_{2}$ nu－ur $2_{2-}{ }^{\text {d EN．ZU－e sic！}}$ | 46＇．12．$u_{2}-\mathrm{gu}$ ba－a［n－d］e ${ }_{2}$ |
| 38＇．4． $\mathrm{zu}_{2}$－keš ${ }_{2}-$ se $_{3}$ in－si | 47＇．13．še $u_{2}-\mathrm{gu}$ ba－an－de ${ }_{2}$－bi |
| 39＇．5．iti－da $\mathrm{zu}_{2}$－ $\mathrm{keše}_{2}-\mathrm{še}_{3}$ | 48＇．14． $\mathrm{ziz}_{2}$－da－bi |
| 40＇．6． $1 / 3 \mathrm{gig} \hat{g}_{4} \mathrm{ku}_{3}$－babbar－ta－am ${ }_{3}$ | 49＇．15．nu－ur ${ }^{-{ }^{\text {d }} \text { EN．ZU－e }}$ |
| 41＇．7．in－na－1a $2_{2}$－ | 50＇．16． $\mathrm{bi}_{2}-\mathrm{ib}-\mathrm{si}-\mathrm{si}$ |
| 42＇．8．tukumbi | 51＇．17．mu lugal－bi in－pa ${ }_{3}$ |
| 43＇．9． $\mathrm{e}_{2}$－kišib－ba－ka－ni |  |

30 kors of barley：barley（with which）Ilum－rē＇î，the merchant，has filled the store〈house〉 of？Nūr－Sîn by renting it；monthly for that rent he will weigh $1 / 3$ of shekels of silver．If his storehouse will be opened and the barley from his storehouse will get lost，that lost barley Nūr－Sîn will fill （again in the storehouse）as indemnity；he has sworn by the name of the king accordingly．

A similar case is documented in the Hammurapi Code，$\S 120$ ：a man has stored（šapāku）his barley in a bin（ina našpakim）inside a man＇s house，but a loss occurred in the granary（ina qaritim），so that the owner of the house had to double the loss of grain．The following paragraph of $\mathrm{CH}, \S 121$ ，states that if a man has stored grain in a man＇s house，he will pay yearly 5 litres for every kor of grain deposited，as hire of the bin（see the comm．in G．R．Driver／J．C． Miles，The Babylonian Laws．Vol．I［Oxford 1952］234ff．）．

5．For $\mathrm{zu}_{2}-\mathrm{keše}_{2}(=k i s ̧ r u)$＂rent＂cf．CAD K，s．v．kiṣru， 436.
14．For $\mathrm{ziz}_{2}-\mathrm{da}$（＝kiššātu）＂indemnity＂cf．CAD K，s．v．kiššātu， 459.
$\S 10$（1．ii．52＇－1．iii． $10^{\prime}$ ）

| 52＇．1．20．0．0 še gur eš－de ${ }_{2}-\mathrm{a}$ | c． 3 lines lost |
| :---: | :---: |
| 53＇．2．maš ${ }_{2}$ nu－ub－tuku | 4＇．11．［．．．］－ta？－bi |
| 3．ki $i l_{3}-$ šu！$(\mathrm{BA})-i_{3}-l i_{2}$ | 5＇．12．［i］n－na－ab－gur－re |
| ＇．4．mussa－〈bi〉－ni－ta | 6＇．13．［tu］kumbi |
| 56＇．5．dnanna？－arhuš－su ${ }_{13}$ | 7＇．14．š［e $e_{2}$－ga］l－1a－ni－ta |
| ．6．ensi ${ }_{2}$ | 8＇．15．${ }^{\text {r }} 1 \mathrm{i}-\mathrm{bi}_{2}{ }^{7}-\mathrm{i}\left[\mathrm{b}_{2}\right]$－gur |
| 8＇．7． $1 \mathrm{a}_{2}-\mathrm{u}_{24}$ še $\mathrm{e}_{2}$－gal－la－ni－／š $\mathrm{e}_{3}$ | $9^{\prime}$ ．16．maš ${ }_{2}$－bi ${ }^{\mathrm{r}} \mathrm{ib}_{2}{ }^{\top}-[\mathrm{da}] \mathrm{h}-$ |
|  | 10＇．17．mu l［ugal－bi i］n－pa |

20 kors of barley as an eš－ $\mathrm{de}_{2}-\mathrm{a}$ loan，without interest，from Ilšu－ilī， his son－in－law？，Nanna－arhuš－su，the ensi，as arrears of barley for his pal－ ace［has received］（some lines lost），he will return it to him．If he w［ill］not return the barley from his［pala］ce，he［will ad］d its interest；he has sworn by the name of the k ［ing accordingly］．

1. The geographic spread of the hubuttatum/eš- $\mathrm{de}_{2}-\mathrm{a}$ loans is centered in the northern part of Babylonia (and it is virtually identical to that of the hubullum $/ \mathrm{ur}_{5}$-ra loans); this type of loan was in use during the time span 1890-1729 B.C.E.

Skaist (52-56) compares the two terms and shows their differences, by proving that they were not synonyms: whereas only grains were lent in $u_{5}-\mathrm{ra}$ loans, the eš-de $\mathrm{e}_{2}-\mathrm{a}$ loan consisted of grain, silver, reeds and bricks. Moreover, the first one always had interest rate, the eš-de ${ }_{2}$-a loan never: "the Old Babylonian evidence relating to the hubuttatum loan and interest is limited to two hubuttatum texts (TCL 1 188; H. F. Lutz, Real Estate Transactions from Kiš, UCPSP 10/3 [Berkeley 1932] 187-216, n. 8) that contain the phrase maš ${ }_{2}$ nu-tuku. [...] When one considers that there are only 2 examples of maš ${ }_{2}$ nutuku in the hubuttatum loans as compared with the far more numerous examples of mas ${ }_{2}$ nu-tuku in the šu-1 $a_{2}$ loans, one is tempted to view the presence of mas ${ }_{2}$ nutuku in the hubuttatum contracts as a scribal error" (ibid., 52-56). Our evidence seems to be against this interpretation.

## § 11 (1.iii. $\left.11^{\prime}-19^{\prime}\right)$

| 1. 1. 1.0.0 še gur še libir | 16'. 6. [šu b]a-an-ti |
| :---: | :---: |
| 12'. 2. maš ${ }_{2}$ nu-ub-tuku | 17'. 7. [iti] gud-si-su-še ${ }_{3}$ |
| 13'. 3. ki ${ }^{\text {d }}$ EN.ZU-[e]-ri-ba-am-ta | 18'. 8. [...] $\mathrm{x}+\mathrm{SI}-\mathrm{e}-\mathrm{de}_{3}$ |
| 14'. 4. den.[zU?-ba]-ni | 19'. 9. [...] $\mathrm{i}_{3}-\mathrm{a} \hat{\mathrm{g}}_{2}$-e |
| 15'. 5. g[ur ${ }_{10}$ (Š̌E.[KIN)]-e-de ${ }_{3}$ |  |

1 kor of old barley, without interest, from Sîn-erībam Sî[n]-bāni [has re]ceived for har[vesting]; in the second [month] in order to? [...] he will measure it.
5. I interpret the formula as a work to be performed instead of the interest of the loan, see Steinkeller, Money-Lending Practices (comm. to §2: 8) 130-31.
§ 12 (1.iii. $20^{\prime}-27^{\prime}$ )
20'. 1. 2.0.0 še gur [ $\mathrm{e}_{2}{ }^{?}$ ]-gal
21'. 2. ki urdu ${ }_{2}-\mathrm{e}_{2}{ }^{\text {? }}$ - $[\mathrm{x}-\mathrm{ta}]$
22'. 3. den-li1 ${ }_{2}$-ba-ni
23'. 4. šu ba-an-ti
24'. 5. iti šeg ${ }_{12}-\mathrm{a}-\mathrm{s}\left[\mathrm{e}_{3}\right]$
25'. 6. $u_{4}$ še gur ${ }_{7}\langle a\rangle$
26'. 7. al ab-be $e_{2}$-e-ne
27'. 8. $\mathrm{i}_{3}-\mathrm{a} \hat{\mathrm{g}}_{2}-\mathrm{e}$
2 kors of barley [of the pa]lace from Warad-e[x] Enlil-bāni has received; in the third month, the day they will ask the barley in the silos, he will measure it.

6-7. For the use of the verb al $\mathrm{du}_{11} / \mathrm{e}$, erē̄̌u, as a repayment clause see Skaist, 180 f .
$\S 13$ (1.iii. $\left.28^{\prime}-35^{\prime}\right)$
28'. 1. 3.0.0 še gur
29'. 2. ša ${ }_{3}$ kišib 10.0 .0 še gur
30'. 3. ki den.ZU-i-din-na-šu-ta
31'. 4. $i_{3}-l i_{2}$-ba-ni-ia
32'. 5. šu ba-an-ti
33'. 6. kišib [ga]ba-ri-a-bi
34'. 7. in-[tak]a ${ }_{4}$
35'. 8. mu lugal-bi $\mathrm{i}\left[\mathrm{n}-\mathrm{pa}_{3}\right.$ ]
3 kors of barley, from a sealed tablet of 10 kors of barley, from Sîniddinaššu Ilī-bānīya has received. He has [drawn up] a sealed document as its [co]py; he has sw[orn] by the name of the king accordingly.
7. Usually, in connection with the terms kišib and gaba-ri the verb taka ${ }_{4}$, ezēbu, "to draw up, to make out (a legal document)" appears (see comm. to §5); on this consideration the restoration of the line is founded. I wonder whether it is possible to put this document in relation with $\S 6$, where most probably the same PN appears (there, with the title of ugula dam-gar ${ }_{3}$ ), and where 10 kors of barley are the object of the transaction. Is it possible that the copy mentioned here hints at a portion of that (loan of) barley? To this hypothesis points the fact that this text is not a loan, but only a receipt of 3 kors of barley out of 10 , and that the oath concerns the drawing up of a copy.
§ 14 (1.iii. $36^{\prime}-43^{\prime}$ )
36'. 1. 0.0.1 še-ĝeš-i $i_{3} n$ [uĝun]
37'. 2. maš 21.0 .0 gur 0.1.4-ta
38'. 3. dah-he-dam
39'. 4. ki $a-h u-s ̌ u-n u-\mathrm{ta}$
40'. 5. enim-dinana $u_{2}-$ dul ${ }_{2}$
41'. 6. šu ba-an-ti
42'. 7. iti buru ${ }_{14}$ še-ĝeš- $i_{3}-$ še $_{3}$
43'. 8. šum $2_{2}-\mathrm{mu}-$ dam
10 litres of sesame as s[eed] - an interest of 100 litres per 1 kor is to be added - from Ahūšunu Enim-Inana, the chief herdsman, has received; to be given (back) in the month of the sesame harvest.
7. The standard expression in the Old Babylonian loan contracts to indicate the repayment clause is $\mathrm{u}_{4}$ buru $_{14}-\mathrm{se}_{3}$, "at harvest time" (see fn. 18 above). It is to be highlighted that in the document here presented, when the object of the loan is sesame (or sesame oil) the term buru ${ }_{14}-$ še $_{3}$ is preceded by the word iti and not $u_{4}$ (see also $\S 15,17,18,21$ and 24). Skaist suggested (154, n. 17) that the scribe wrote iti instead of $u_{4}$ because he had originally intended to write a month name, but the attestations in our prism do not confirm this hypothesis.
$\S 15$ (1.iii. 44'-53')


2 kors of sesame as seed - with an interest of 100 litres per 1 kor - from Nanna-kam An.ne.ni has received; [in] the month of the [ses]ame harvest he will measure the sesame and [its inter]est in the ... of Damu ${ }^{?}$; he has sworn by the name of the king accordingly.
8. In this line one should expect the place where the repayment of the sesame takes place but I cannot find any solution for the signs on the document.
§ 16 (1.iii. 54'-1.iv. 14')

| 54'. 1. 10.0.0 〈gur〉še-geš-i $\mathrm{i}_{3} \mathrm{e}_{2}$-gal | 5.'. 12'. x [...] |
| :---: | :---: |
| 55'. 2. ki den.ZU-i-din-na-šu | 6'. 13' mu-x [...] |
| 56'. 3. ugula dam-gar ${ }_{3}$-ra-ta | 7'. 14'. x -x [...] |
| 57'. 4. gal-zu-dnanna | 8'. 15'. si-si [...] |
| 58'. 5. $\mathrm{i}_{3}$ sur-re-e-de ${ }_{3}$ | 9'. 16'. $10 \mathrm{gig}_{4} \mathrm{ku}_{3}$-[babbar] |
| 59'. 6. šu ba-an-ti | 10'. 17'. in-na-[(an)-1a $\left.{ }_{2}\right]$ |
| $60^{\prime}$. 7. duh še-ĝeš-i $\mathrm{i}_{3}$ | $11^{\prime} .188^{\prime} . \mathrm{u}_{4} \mathrm{kur}_{2}-\left[\mathrm{še}_{3}\right]$ |
| c. 2 lines lost | 12'. 19'. ${ }^{\text {d }}$ EN.zU- $i$-[din-na-šu] |
| $3^{\prime} .10^{\prime} . \mathrm{x}$ [...] |  |
| $4^{\prime}$. 11'. x [...] | 14'. 21'. mu lugal-bi i [n-pa ${ }_{3}$ ] |

10 kors of sesame of the palace from Sîn-iddinaššu, the overseer of the merchants, Galzu-Nanna has received, in order to make oil of it. Sesame bran [8 lines illegible] ... he has [weighed?] to him 10 shekels of sil[ver]. [In] the future Sîn-i[ddinaššu] will not [raise] a claim; he has s[worn] by the name of the king accordingly.
§ 17 (1.iv. 15'-27')
15'. 1. 5.0.0 še-ĝeš-i $i_{3}$ [gur] 20'. 6. šu ba-an-t[i]
16'. 2. maš ${ }_{2}$ nu-ub-t[uku]
17'. 3. ki $1 u_{2}$-diĝir-r[a?-ta]
18'. 4. šar-ru-um- ${ }^{-} x^{\top}-[(x)] / \mathrm{KA}^{\text {? }}$
21'. 7. iti buru ${ }_{14}$ še-ĝeš-[i $i_{3}-$ še $\left._{3}\right]$
c. 5 lines lost

19'. 5. $1 \mathrm{a}_{2}-\mathrm{u}_{24}$ še-ĝeš-i $\mathrm{i}_{3}$
5 [kors] of sesame, without interest, from Ludingira Šarrum-[x-x], as arrears of sesame, has received; in the month of the ses[ame] harvest [he will measure it] [4 lines lost]; [he has sworn by] the name [of the king accordingly].
§ 18 (1.iv. $28^{\prime}-52^{\prime}$ )

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28'. 1. 30.0.0 še-[\hat{egeš-i}\mp@subsup{\textrm{i}}{3}{(gur)]}
29'. 2. den.zU-[...]
30'. 3. un u-bar-[...]
31'. 4. maš 1.0.0 g[ur 0.1.4-ta]
32'. 5. x x [...]
33'. 6. geme 2? x-[...]
34'. 7. x [...]
        c. 3 lines lost
38'. 11. gem[e}\mp@subsup{}{2}{?}\mp@subsup{}{}{?}...
39'. 12. 'dEN.Z[U-X-X]
40'. 13. KA? GAR ?
42'. 15. šu-du}\mp@subsup{8}{-}{-a-n[i]
43'. 16. in-du }\mp@subsup{8}{8}{-[...]
44'. 17. ša}\mp@subsup{3}{3}{}\mathrm{ en-nu-ug}\mp@subsup{)}{3}{-[ta]
41'. 14. AB ZU? [...]
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30 kors of sesame, Sîn-[...] and Ubar-[...], with an interest of [100 litres] per 1 kor [ 10 lines lost or illegible]. He will rede[em] his warranty (and) [from] the detention (lit. prison) they will return. I[f] in the month of the sesame harvest they ( $=$ the debtors?) will not give (back) to him the sesame and its interest, they ( $=$ the female slaves mentioned at 1.6 and 11?) will return to the prison again; they have sworn by the name of the king accordingly.

Notwithstanding its fragmental state of preservation, this text seems to deal with distraint, i.e. the detention of a member of the debtor's household (wife, children, female slaves, etc.) by the creditor; the function was to pressure the debtor into paying his debt. There are almost no contractual documents dealing with this situation: our evidence comes from a few paragraphs in the law codes and from letters (including some model letters). See R. Westbrook, The Old Babylonian Period, in R. Westbrook/ R. Jasnow (eds.), Security for Debt in Ancient Near Eastern Law (Leiden/ Boston/Köln 2001) 84 ff.
15. For a discussion on the term $\mathrm{s}_{\mathrm{u}}-\mathrm{du}_{8}-\mathrm{a} /$ qatātum see M. Malul, Studies in Mesopotamian Legal Symbolism. AOAT 221 (1988) 209 ff.
16. Here the verb $\mathrm{du}_{8}$ (Akkadian patāru) means "to release, redeem pledges and captives" (see CAD P, s.v. patāru, 292 ff .).
17. In case of distraint for debt, the place of detention was normally the creditor's house, but in model letters (TCL 17 74, UET 5 9) the debtor's family is put in prison, șibittu (Sum. en-nu-u ${ }_{3}$, see CAD Ṣ, s.v. șibittu, 155).
$\S 19$ (1.iv. $\left.53^{\prime}-61^{\prime}\right)$
53'. 1. 1.0 .0 gur še-ĝeš-i $\mathrm{i}_{3} \mathrm{n}[\mathrm{uğun}]$
54'. 2. maš 1.0 .0 gur 0.1.4-ta
55'. 3. ki ilum-ba-ni-ta
56'. 4. an-na-lu $\mathrm{a}_{2}-\mathrm{ti}$ ?
57'. 5. šu ba-an-ti
58'. 6. maš 2 saĝ-du-bi-/ta
59'. 7. ba-dA-tu[r ${ }^{?}$ ]
60'. 8. ni $\hat{\mathrm{g}}_{2}$-na-me
61'. 9. nu-na-an-šum ${ }_{2}$
end of column, unknown number of lines lost
1 kor of sesame as s[eed], with an interest of 100 litres per 1 kor, from Ilum-bāni Anna-luti? has received; the interest from its capital has been deduc[ted?]. He has given (back) to him nothing ... [rest lost].
7. The translation of this line is only tentative (no other occurrences of the verb tur in loan documents are known to me); here the prefix -DA- is regarded as a variant of the ablative prefix -ta- (to be read: $-\mathrm{ta}_{2}{ }^{-}$).
§20 (2.i. $\left.1^{\prime}-11^{\prime}\right)$
[...]
1'. 1'. e-la- $l i_{2}{ }^{1}-w\left[a^{3}\right.$-qar $\left.{ }^{?}\right]$
2'. 2'. $u_{3}{ }^{\text {dututu-tab-ba-e }}$
3'. 3'. šeg ${ }_{12}$ hi-a šum $2_{2}-m u-d e_{3}$
4'. 4'. šu ba-an-ti-eš
5'. 5'. iti gud-si-su-še ${ }_{3}$
$6^{\prime}$. 6'. diri šakanka sic (кi:LAM) uru ${ }^{? k i}+a$
7'. 7'. $\mathrm{i}_{3}$-du-a-gin ${ }_{7}-\mathrm{a}\left[\mathrm{m}_{3}\right]$
8'. 8'. UGU La? ${ }^{\prime}$ x N $[\mathrm{E} \mathrm{X}]$
9'. 9'. $\mathrm{mas}_{2} \mathrm{DU}^{\text {? }}\left[\begin{array}{ll}\mathrm{x} & \mathrm{x}\end{array}\right]$
10'. 10'. $\mathrm{bi}_{2}$-ib-dah-e
11'. 11'. mu lugal-bi in-pa ${ }_{3}$
[Tot. ...] El-āli-waqar and Šamaš-tappê have received in order to give (back) bricks; in the second month, in addition, according to the rate of exchange which is effective in the town, he? will add to ... the no[rmal?] interest [...]; he? has sworn by the name of the king accordingly.
$6^{\prime}-7^{\prime}$ See Skaist, 192 ff .



Fig. 4: Side 2
Authenticated | 151.100.162.106
§21 (2.i. $\left.12^{\prime}-16^{\prime}\right)$
12'. 1. $0.0 .1 \mathrm{i}_{3}$-ĝeš
13'. 2. ki $a-k u-n u-u m-t \mathrm{ta}$
14'. 3. ilum-rē̂̀ $\mathrm{i}_{3}$-sur
15'. 4. šu ba-an-ti
16'. 5. [ma]š ${ }_{2}{ }^{\text {? }}$-bi iti-bu $\left[\mathrm{ru}_{14}\right]$-š ${ }_{3}$
c 3 lines lost
10 litres of sesame-oil from Akūnum Ilum-rē'i, the oil-maker, has received; in the month of the har[vest'] its in[terest] [he will give (back)] [2 or 3 lines lost].
§22 (2.ii. $\left.1^{\prime}-4^{\prime}\right)$
[...]
1'. 1'. abraded
2'. 2'. šu b[a-an-t]i
3'. 3'. iti gud-si-su-še ${ }_{3}$
4'. 4'. šum $2_{2}-\mathrm{mu}-\mathrm{dam}$
[(Tot. barley) ... PN has recei]ved; to be given (back) in the second month.

It is possible to infer that the object of the loan is barley from the presence both of the verbal form šum ${ }_{2}-\mathrm{mu}-\mathrm{dam}$ and of the second month as term of repayment (see also $\S 1$ and $\S 29$ ).
§23 (2.ii. $\left.5^{\prime}-14^{\prime}\right)$
5'. 1. $1^{?} \mathrm{gu}_{2}$ siki kur-ra / $\operatorname{sig}_{5}$ (IGI+HU)?
6'. 2. $\left[k u_{3}\right.$-bi $1 \quad$ gig $\left.{ }_{4}\right] 6 \mathrm{ma}-\mathrm{na}$
7'. 3. $[\ldots]^{\top} \mathrm{X}^{1} \mathrm{ZE}_{2} \mathrm{ud}_{5}$
8'. 3. $[k i \ldots-t] a^{\prime}$ ?
9'. 4. 'ur ${ }^{? ?}$ - $[\mathrm{x}-\mathrm{x}]$
10'. 5. dam-(on erasure: NI)-gar ${ }_{3}$
11'. 6. šu ba-an-ti
12'. 7. $\mathrm{ku}_{3}$-babbar sur-ra-bi
13'. 8. iti gud-si-su-še ${ }_{3}$
14'. 9. sur-ra-bi
unknown number of lines lost
1 talent of wool of the foreign land, of good quality - [its silver (is) 1 shekel] for 6 minas (of wool) - ... (of) goat, f[rom? PN] Ur-[...], the merchant, has received. The half? of the silver (value of the wool) in the second month, its (further) half? [he will give (back)?] ... (unknown number of lines lost).

1. For the reading of igi+HU as $\operatorname{sig}_{5}$ see $\S 4,1.1$.
2. The restoration is based on the common price of 10 shekels of silver for one talent of wool in the Old Babylonian period, that is 6 manas of wool for 1 shekel of silver (see H. Farber, A Price and Wage Study for Northern Babylonia during the Old Babylonian Period, JESHO 21 [1978] 23-26); this text should be considered as a purchase in advance or an obligation for a delivery (see A. Goddeeris, Economy and Society in Northern Babylonia in the Early Old Babylonian Period [ca. 2000-1800 BC]. OLA 109 [2002] 388).

7 and 9 . For sur as "half", see CAD M2, s.v. mišlu, 126 ff . - but the content of the text remains obscure to me.
§24 (2.iii. 1'-19')
[...] 10'. 10'. iti buru ${ }_{14}-$ še $_{3}$
1'. 1'. $^{\prime}$....]-x dam-gar ${ }_{3}$
11'. 11'. In. $^{\text {'x }}{ }^{1}$ - $\mathrm{se}_{3}$
$2^{\prime}$. 2'. [...]-x-ta
12'. 12'. bi ${ }_{2}$-ib-gur-ru
3'. 3'. [...]-x-x
13'. 13'. ni $\hat{g}_{2}-\mathrm{a}_{2}$-tuku-/「ni ${ }^{1}$
4'. 4'. [...] NI
14 '. 14'. a-na AN LUM ${ }^{\prime} \mathrm{NI}^{\prime}$
5'. 5'. [...]-na
15'. 15'. [x] 'x ${ }^{1}$ [...]
6'. 6'. [...]-x
16'. 16'. A ${ }^{{ }^{\prime}}{ }^{1}{ }^{1}{ }^{1} \mathrm{x}^{1}{ }^{\mathrm{r}} \mathrm{x}^{1}$
$7^{\prime} .7^{\prime}$. [...]
17'. 17'. šu-ri-ta-am
$8^{\prime} .8^{\prime}$. x x $[\ldots]$
18'. 18'. $\mathrm{i}_{3}$-ba-[e]-ne
$9^{\prime}$. $9^{\prime}$. še $u_{3} \mathrm{maš}_{2}-\mathrm{b}[\mathrm{i}]$
19'. 19'. mu lugal-bi in-pa ${ }_{3}$
... [PN] the merchant [only final signs of 6 lines are preserved] ... the barley and [it]s interest in the month of the harvest ... he will return (4 lines unclear) the half part they will share out; he? has sworn by the name of the king accordingly.
§25 (2.iii. 20')
20'. 1. 1 sar šeg ${ }_{12}$ tul $_{2}-1 \mathrm{a}$ rest of column lost

1 sar of bricks for the well [rest lost].
§26 (2.iv. 1'-6')
[...]
$1^{\prime}$. $1^{\prime} . x[\ldots]$
$2^{\prime}$. $2^{\prime}$. šu $[\mathrm{ba}-\mathrm{an}-\mathrm{ti}]$
3'. 3'. iti [...]
4'. $4^{\prime}$. šeg ${ }_{12}$ ki-[...]
$5^{\prime} . \quad 5^{\prime} . \mathrm{i}_{3}-\mathrm{a}\left[\hat{\mathrm{g}}_{2}-\ldots\right]$
6'. 6'. mu lugal-[bi in-pa ${ }_{3}$ ]
... [PN] has [received]; in the month [...] he [will mea]sure? the bricks in ...; [he has sworn] by the name of the king [accordingly].
§27 (2.iv. 7'-16')
7'. 1. 30 sar š[eg $\left.{ }_{12}\right]$
8'. 2. maš ${ }_{2} 1 \mathrm{sar} \check{\mathrm{s}}\left[\mathrm{eg}_{12}\right]$-ta ${ }^{\text {sic }}$
9'. 3. ki hu-nu-bu-[u]m-ta
10'. 4. nu-ur $r_{2}-a$-hi-is's?
11'. 5. [š]u ba-an-[ti]
12'. 6. 'šum $2_{2}-m u^{7}-d[a m]$
13'. 7. tu[kumbi] (šu.[ĜAR.TUR.LA 2 .BI])
14'. 8. iti gud-s[i-su-še ${ }_{3}$ ]
15'. 9. la-ba-a[b? ${ }^{\text {? šum }}{ }_{2}$ ]
16'. 10. [...]
30 sar of br[icks], with an interest of 1 sar of br[icks]? from Hunnubum Nūr-ahiš has received; $\mathrm{t}[\mathrm{o}]$ be given (back). I[f in the se]cond month he will not [give it (back)] [...].
2. The formulation of this line is somewhat strange and the present interpretation is only tentative. Cf. A. Goddeeris, OLA 109, 91, where the loan is interpreted as an obligation to the delivery.
§28 (2.iv. 17'-21')
17'. 1. ' $\mathrm{x}^{\prime} \mathrm{s}\left[\mathrm{ar}^{?}{ }^{\text {s šeg }}{ }_{12}{ }^{\text {² }}\right]$
18'. 2. maš ${ }_{2}$ nu-ub-tuku
19'. 3. ki ni $\hat{g}_{2}$ - gur $_{11}$-An. ${ }^{\top} \mathrm{x}^{1}-/ \mathrm{ta}$
20'. 4. dnanna-me- ${ }^{\text {x }}{ }^{1}$
$21^{\prime}$. 5. šu ba-an-[ti]
rest of column lost
[x] s[ar of bricks?], without interest, from Nigur-X Nanna-me-x has received [rest lost].

1. It is probable that bricks are the object of the loan because the previous 3 documents deal with bricks; the trace of a SAR-sign in the first line could point to this interpretation.
§29 (3.i. $\left.1^{\prime}-3^{\prime}\right)$
[...]

1'. 1'. [š]u ba-an-ti
$2^{\prime}$. $\mathbf{2}^{\prime}$. [it]i gud-si-su-še ${ }_{3}$
3'. 3'. šum $2_{2}-\mathrm{mu}-\mathrm{dam}$
[(Tot. barley) ... PN has] received; to be given (back) in the second m [onth].

For the object of the loan see also §1 and §22.



Authenticated | 151.100.162.106
§30 (3.i. $\left.4^{\prime}-18^{\prime}\right)$
4'. 1. $5($ or $5 / 6) \mathrm{gig}_{4} \mathrm{ku}_{3}-\mathrm{babbar}$
c. 3 lines lost
5'. 2. [...]
14'. 11. [...]-「dah ${ }^{\text {? }}{ }^{1}{ }^{「} \mathrm{X}^{7}$
6.'. 3. [...]
15'. 12. [ugu ilum]-ba-ni- $\mathrm{ke}_{4}$ ?
7'. 4. ilum-ba-ni-r a
16'. 13. [bi ${ }_{2}{ }^{?}$-i $] n-t u k u-a$
8'. 5. in-na-ra-su?/ba?
17'. 14. $\left[\mathrm{ku}_{3}\right.$-babbar $\mathrm{u}_{3}$ ] maš ${ }_{2}$-bi
9'. 6. [ilu] $m^{?}-b a-n i^{?}{ }^{\text {r }}{ }^{1}{ }^{1}$
10'. 7. [...]-x
18'. 15. [...]-bi
rest of column lost

5 (or $5 / 6$ ) shekels of silver [ 2 lines lost] to Ilum-bāni he has replaced/ given, [Ilu]m-bāni ... [5 lines lost or obscure] (As) [PN has] a credit [upon Ilum]-bāni ... [the silver and] his interest [rest lost].

The content of this loan contract is not clear to me, nor is it sure whether all the lines refer to the same text (even if the possible presence of Ilum-bāni in 1.12 seems to point to this solution).
$\S 31$ (3.ii. 1')

```
        [...]
1'. 1'. [šum \(\left.{ }_{2}-\mathrm{mu}\right]\)-dam
```

$\ldots$ to $\mathrm{b}[\mathrm{e}$ given (back)].
§32 (3.ii. $\left.2^{\prime}-15^{\prime}\right)$

| 1. | [ $\mathrm{X} \mathrm{gig}_{4}$ ] ku ${ }_{3}$-babbar | 9'. 8. [šu] ba-an-ti-eš |
| :---: | :---: | :---: |
| $3^{\prime} .2$. | [maš $\left.{ }_{2} 1\right] \mathrm{gig} \hat{4}_{4}$-e? 0.0 .3 še-ta | 10'. 9. [iti g]ud-si-su-še ${ }_{3}$ |
| $4^{\prime} .3$. | [da]h-he-dam | 11'. 10. [...] |
| 5'. 4. | [k]i $1 u_{2}$-dnin-šubur ${ }^{\text {? }}$-ta | 12'. 11. še $u_{3} \mathrm{maš}_{2}$-bi |
| $6^{\prime} .5$. | e-la-liz-wa-qar | 13'. 12. Ka.ra-ni |
| $7{ }^{7} .6$. | ${ }^{\text {den }}$.ZU-ba-ni | 14'. 13. $\mathrm{i}_{3}-\mathrm{a} \hat{\mathrm{g}}_{2}-\mathrm{e}-\mathrm{ne}$ |
| $8{ }^{\prime} .7$. | $\mathrm{u}_{3} \mathrm{ku}$-li-ia | 15'. 14. mu lugal-bi in-pa ${ }^{\text {- }}$ / $\mathrm{de}_{3}$-eš |

[x shekels] of silver - [an interest of] 30 litres of barley per [1] shekel is to be [ad]ded - from Lu-Ninšubur El-āli-waqar, Sîn-bāni and Kuliya [have] received. In the seco[nd month] ... they will measure the barley and its interest ...; they have sworn by the name of the king accordingly.
2. Some interest rate formulas stipulated that interest on silver loans was payable in commodities other than silver. The standard formula was maš $1 \mathrm{gig} \hat{g}_{4} 0.1 .0$ še-ta, "the interest per 1 shekel is 60 litres of barley": it had a wide geographic distribution and occurred in contracts with date formulas pre-dating 1860 (it was found also in Ur III period loan contracts; see Skaist, 109). The present formula is a variant of the standard one and its rate of interest is half that of the standard formula ( $10 \%$ versus the usual rate of $20 \%$ for silver loans); examples of this variant formula were discovered at Kiš and Nippur (cf. PBS 8/1 3), as well as at Kisurra, and are all dated before 1860.

12: I wonder whether in this line a request formula is to be understood (see Skaist, 180 ff .). In this case, is it possible to interpret the sequence as $\mathrm{gu}_{3}-\mathrm{ra}-\mathrm{ni}$, "(at) his (= of the creditor) request, lit. shout" (cf. CAD Š2, s.v. šasû 6, 159)?
§33 (3.ii. $\left.16^{\prime}-34^{\prime}\right)$

| 16'. 1. 1/3 ma-na $\mathrm{ku}_{3}$-babbar | 25'. 10. 0.0.1 dabin-ta-am ${ }_{3}$ |
| :---: | :---: |
| 17'. 2. maš ${ }_{2}$-bi-še ${ }_{3}$ | 26'. 11. $u_{4}-1-\mathrm{e} \mathrm{i}_{3}-\mathrm{ar}_{3}-\mathrm{e}$ |
| 18'. 3. $n u$-hu-(eras.)-tum geme 2 | 27'. 12. $1 / 3 \mathrm{gi}\left[\hat{\mathrm{g}}_{4} \mathrm{x}\right] \mathrm{u}_{4}{ }^{\top}-1-\mathrm{kam}$ |
| 19'. 4. geme $i_{2} i_{3}-l i_{2}-a \check{s}-r a-n i$ | 3 lines lost |
| 20'. 5. $\mathrm{ku}_{3}$-ta gub-ba-ram ${ }^{\text {? }}{ }^{7}$ | 31'. 16. $\mathrm{u}_{3}$ SAR $\mathrm{r}^{7}{ }^{1}[\mathrm{x}]$ |
| 21'. 6. $\mathrm{ib}_{2}$-ta-gub-b[u] | 32'. 17. lugal geme ${ }^{-}{ }^{\circ} \mathrm{ke}_{4}{ }^{\text {² }}$ |
| 22'. 7. ki šu-dnin-[x] | 33'. 18. $\mathrm{e}_{2} \times \mathrm{x} \times \mathrm{x}$ |
| 23'. 8. $i_{3}-l i_{2}-a s ̌-r a-n[i]$ | 34'. 19. TUM Kal iš |
| 24'. 9. šu ba-an-ti | (unknown number of lines lost) |

$1 / 3$ mina of silver - as its interest, the female-slave Nuhutum, Ilī-ašranni's slave, will serve as a pledge - from Šu-Nin-[x] Ilī-ašranni has received. 10 litres of flour a day she will grind, $1 / 3$ shekel of [...] on 1 day [ 3 lines lost] and [...], the owner of the female-slave ....
5. The technical term for pledge in the lexical literature is $\mathrm{ku}_{3}$-ta gub-ba, Akk. mazzazānum (see B. Kienast, Die altbabylonischen Briefe und Urkunden aus Kisurra, I. Teil. FAOS 2 [Wiesbaden 1978] 69-75, and B. L. Eichler, Indenture at Nuzi. The Personal Tidennūtu Contract and Its Mesopotamian Analogues. YNER 5 [New Haven 1973] 49-51).

5-6. Here the pledge formula appears before the verb šu ba-an-ti; according to A. Skaist (210-11) in the loan contracts the position of the pledge formula depends on the historical period: before 1870 it appeared before the formula šu ba-an-ti, whereas after that date, it was placed after the verb. See also Charpin, Le clergé d'Ur, 475-76, where a similar case is presented (UET 5 366).
§34 (3.iii. 1'-21')

## [...]

1'. 1. traces of signs
2'. 2. traces of signs
3'. 3. [ki puzur $\left.]_{4}\right]$ dn $\left[i n-\mathrm{gi}_{4}-1 \mathrm{li}_{2}\right]$-/ta
4'. 4. den.zU-li-mur?
5'. 5. $k u_{3}$ bala-bala-e-de ${ }_{3}$
6'. 6. šu ba-an-ti
7'. 7. iti gud-si-su-še ${ }_{3}$
8'. 8. $\mathrm{ku}_{3}$-babbar $\mathrm{u}_{3} \mathrm{maš}_{2}$-bi
9'. 9. puzur ${ }_{4}-\mathrm{d}_{\mathrm{nin}}-\mathrm{gi}_{4}-\mathrm{li}_{2}$

10'. 10. lugal $\mathrm{ku}_{3}-\mathrm{ga}-\mathrm{ke}_{4}$
11'. 11. ša ${ }_{3}$ GUR-nu-um-t[a]
12'. 12. $\mathrm{ib}_{2}-\mathrm{ta}^{-\mathrm{a}}[\mathrm{n}$ ? -x$]$
13'. 13. ni $\hat{g}_{2}-$ kas $_{4}{ }^{?}$ [...]
c. 3 lines lost

17'. 17. $u_{3} \mathrm{ku}_{3}$-babbar [...]
18'. 18. puzur ${ }_{4}-\mathrm{d}_{\mathrm{n}}$ in-[gi $\left.{ }_{4}-1 \mathrm{li}_{2}\right]$
19'. 19 kas $_{4}{ }^{\text {? }}{ }^{\text {x }}{ }^{1}$-[x]
20'. 20. in-[...]
21'. 21. mu luga[l-bi in-pa ${ }_{3}$ ]
[Tot. silver - an interest of ...] from [Puzur]-N[ingili] Sîn-lìmur? has received as silver for trading; in the second month, Puzur-Ningili, the silver's owner, will [...] the silver and its interest from the ..., the provision for the journey [3 lines lost] ... and the silver [...] Puzur-Nin[gili] ... the journey?; [he has sworn by the] name of the kin[g accordingly].

The text seems to hint at a loan for trading purposes (the expression $\mathrm{ku}_{3}$ bala-bala-e-de ${ }_{3}$, the probable presence of ni $\hat{g}_{2}-\mathrm{kas}_{4}$ and $\mathrm{kas}_{4}$, 11. 13 and 19), but I am unable to find any parallel which could clarify the details of the transaction.
5. I do not know any other attestation of this expression, the translation of which must be considered hypothetical and is put in relation with the "provisions for the journey" cited in 1. 13.
§35 (3.iii. $\left.22^{\prime}-43^{\prime}\right)$
22'. 1. 1 ( bur $_{3}$ ) [...]-x
36'. 15. a-ša $\mathrm{a}_{3}$ ilum-rē $\hat{\imath}$
23'. 2. $\mathrm{us}_{2}-[\mathrm{a}-\mathrm{du}$...]-x
37'. 16. $\mathrm{us}_{2}-\mathrm{a}-\mathrm{du}$ ilum-ba-ni
24'. 3. $\mathrm{ki} \mathrm{A}[\mathrm{N}-\mathrm{x}-\mathrm{x}]$-ta
38'. 17. [...]-x-x
25'. 4. nu-[x-x]
39'. 18. [...]
26'. 5. šu $[b a-a n]-t i$
40'. 19. [...]
27'. 6. [...]-x-x
41'. 20. ilum-rêt $\hat{1}$
c. 6 lines lost
42'. 21. šu ba-an-ti
34'. 13. $\mathrm{a}-\mathrm{š} \mathrm{a}_{3}[\mathrm{x}-\mathrm{d} \mathrm{E}] \mathrm{N} . \mathrm{ZU}$
35'. 14. BUR-x-x-x-gal
43'. 22. a-ša ${ }_{3}$-ga
unknown number of lines lost

1 (bur ${ }_{3}$ ) [...] adja[cent ...] from [PN] Nu-[... has re]ceived [7 missing lines] field of [...]-Sîn ... field of Ilum-re’î, adjacent to (that of) Ilumbāni [ 3 lines lost $]$, Ilum-rē̂î has received; the field (unknown number of lines lost).
16. For $\mathrm{us}_{2}-\mathrm{a}-\mathrm{du}$ as a spelling for the more standard $\mathrm{us}_{2}-\mathrm{sa}-\mathrm{du}=i t \hat{u}$, "adjacent, neighbouring", found in actual legal texts from OB Nippur (cf. E. C. Stone/D. I. Owen, Adoption in Old Babylonian Nippur and the Archive of Mannum-mešu-lisṣur [Winona Lake 1991] 16ff.), see Klein/Sharlach, ZA 97, 22 ad 48.
§36 (3.iv. 1'-23')

| $1^{\prime}$. $1^{\prime}$. x [...] | c. 9 lines lost |
| :---: | :---: |
| $2^{\prime} .2^{\prime} . \times \mathrm{x}[\ldots]$ | 19'. 19'. su-x-[...] |
| $3^{\prime} .33^{\prime}$, an $[\ldots]$ | 20'. $20^{\prime}$ ' $\mathrm{ku}_{3}$-babbar ba-ab- |
| $4^{\prime} .44^{\prime} . \times$ x $\ldots$ ] | šum ${ }_{2}-\mathrm{m}[\mathrm{u}$ ? $]$ |
| 5'. 5'. x [...] | 21'. 21'. $\mathrm{e}_{2}$-a-ni-ta |
| $6^{\prime}$. 6'. x ${ }^{\text {c }}$...] | 22'. $22^{\prime}$. ba-ra-e ${ }_{3}-\mathrm{e}$ |
| $7^{\prime} .7^{\prime} . x[\ldots]$ | 23'. 23'. mu lugal-bi in-pa ${ }_{3}$ |
| 8'. $8^{\prime} .1[\ldots]$ |  |
| 9'. $9^{\prime}$. $\mathrm{m}\left[\mathrm{as} \check{\mathrm{c}}_{2} \ldots\right.$ |  |

[ 18 lines lost $]\left[\mathrm{PN}_{1}\right]$ will be sold (into slavery) and will forfeit his house (lit: from his house he will go out); he has sworn by the name of the king accordingly.

The few lines preserved constitute a repudiation clause, which may be found in an adoption contract: this penalty indicates that the adoptee is subjected to be sold into slavery and to lose his future inheritance if he/she repudiates his adoptive parents.

An adoptee who broke his adoptive tie might undergo different penalties: forfeiture of his future inheritance, payment of monetary fine ( $1 / 3$ or $1 / 2$ mina of silver) and slavery - in only three texts the adoptive son is subjected to both forfeiture of the inheritance and sale into slavery (but in reverse order to our case): in two texts, UET 593 and BE 6/2 24, and in one model contract (Roth, II 15-20) - see also Klein/Sharlach, ZA 97, 9.
§37 (3.iv. 24'-39')

| 24'. | 1. | saĝ-ninta ${ }_{2}$ NIM $^{?}$ |
| :--- | :--- | :--- |
| $25^{\prime}$. | 2. $i_{3}-l i_{2}-$-n-um | 32'. |

An Elamite? slave, na[me]d Ilī-ennum, [the slave] of Ahūni, from Ahūni, his [master] [PN] has bought; as his complete price he has weighed $1 / 3$ mina of silver. In the future, Ahūni will not say '(He is) my slave'; he has sworn by the name of the king accordingly.

1. The final sign read as NIM and interpreted as "Elamite" is epigraphically not sure.
2. This irrevocability clause, which corresponds to Type E according to the classification made by M. San Nicolò (Die Schlussklauseln der altbabylonischen Kauf- und Tauschverträge [München 1922] 43-62), was wide-spread, but it was predominant in the contracts from Larsa and Kutalla (see Kisurra 85: 13-16, VAS 1376 o.12-r. 7 and A. Riftin, Staro-Vavilonskie iuridičeskie i administrativnye dokumenty v sobranijiakh SSSR [Mos-cow-Leningrad 1937] n. 43: 8; cf. Roth, 197 ff.). It was generally used only in sales and exchanges of immovable property; with persons, clause E is known only in slave sales.
§38 (4.i. $\left.1^{\prime}-4^{\prime}\right)$
1'. $\left.\quad \begin{array}{l}{[\ldots]} \\ \mathbf{1}^{\prime} .\end{array} \ldots-b\right] a-n i$
$2^{\prime}$. $\mathbf{2}^{\prime}$. [š]u ba-an-ti
3'. $3^{\prime}$. iti šu-nuĝun-a
4'. 4'. [š]um ${ }_{2}-\mathrm{mu}-\mathrm{dam}$
[... ...]-bāni has received; to be given (back) in the fourth month.
The presence of the formula šum $\mathrm{m}_{2}-\mathrm{mu}-\mathrm{dam}$ indicates that this text is a loan contract, even if it is not sure that the object is barley because of the month (the $4^{\text {th }}$ instead of the normally used $2^{\text {nd }}$ one, see comm. to $\S 1$ above).


§39（4．i．5＇－35＇）

| 5＇．1．［x］sar e $\mathrm{e}^{\prime}-\mathrm{du}_{3}-\mathrm{a}$ | 23＇．19．ru－ba－tum |
| :---: | :---: |
| 6＇．2．［da］ $\mathrm{C}_{2} \mathrm{x}^{\text {－} \mathrm{x}^{\prime}}$ | 24＇．20．1［uk］ur？drNergal ${ }^{\text {？}}$（＇KıIs．Unug．GA |
| c． 5 lines lost | 25＇．21．a－bi ${ }^{\text {－}}$－ak |
| 12＇．8．［x sar ${ }^{\text {gesj］}}$ kiri ${ }_{6}$ | 26＇．22．＇ $\mathrm{x}^{1}$ des－a－「ne＇－ne／tes ${ }_{2}{ }^{\text {？}}$ |
| 13＇．9．＇rx＇${ }^{\text {cosesgessnimbar }}{ }^{\prime} \mathrm{x}$＇ | 27＇．23．in－ba－eš！ |
| 14＇．10．us ${ }^{\text {gesess }}$ ešnimbar－gal | 28＇．24．u $\mathrm{u}_{4} \mathrm{kur}_{2}-\mathrm{š}_{3}$ |
| 15＇．11． $\mathrm{ib}_{2}$－si－a | 29＇．25．se［s］－「a＇－ne－［ne］ |
| 16＇．12．lugal geskiri ${ }_{6}$ | 30＇．26．a－＇「̌̌a ${ }^{\text {a }}$ AN．TA ${ }^{\text {r }} \mathrm{x}$＇ |
| 17＇．13．ip－qu－－ba－ni | 31＇．27．šub－de ${ }_{3}$－es̆sic |
| 18．14． 2 saĝ－munus | 32＇．28．ha－la－ba－［na $\left.{ }^{\text {？}}\right]$ |
| 19＇．15． 1 s ［aĝ nint］a ${ }_{2}$ | 33＇．29．enim nu－um－ĝa ${ }^{-1} \hat{\mathrm{~g}}_{2}$ |
|  | 34＇．30．mu lugal－bi |
| 21＇．17． $2 \mathrm{x}-[\mathrm{x}]$ | 35＇．31．in－pa ${ }^{\text {－}} \mathrm{de}_{3}$－eš |

22＇．18．ha－la－ba
A built－up house plot of［x］sar［next to］the house of［．．．］，［5 lines lost］， an orchard of［ x sar］filled with［x］palm tree（s）［．．．］and big palm trees－ the owner of the orchard（is）Ipqu－bāni， 2 female slaves， 1 m ［ale sla］ve， and［．．．］， 2 ［．．．］：the allotted share to Rubātum，the nadìtu＇of＇Nergal ${ }^{17}$ of Apiak，her brothers，together？，have allotted it．In the future her brothers will not make any claim about field ．．．in order to ．．．and about［her］share （of inheritance）；they have sworn by the name of the king accordingly．

18．Cf．CAD Z，s．v．zittu（ 139 ff ）and zâzu（ 79 ff ）．In the Old Babylonian documents recording division of inheritance，it seems that this term was attested only as a substantive， synonym of the standard formula ha－1a（cf．E．Prang，Das Archiv des Imgua，ZA 66 ［1976］ 17 n．42）．

19．A woman named Rubātum occurs also in the text UET 5 793，a list of the objects Rubātum brought into the house of her groom Țāb－ilišu．M．Stol in a personal communi－ cation has suggested that this tablet from Ur could represent a school text using the same name written here：it is legally speaking impossible that a woman brought the dowry into the house of the groom，in all available texts the bride＇s father does this．A certain Rubā－ tum，daughter of Annada，occurs also in NBC 7800 o．iii．41－42 where she is pledged for a loan of 6 shekels of silver．

27．Is it possible to cite here UET 5 109：geš－šub－ba $i_{3}$－šub－ne ha－la $i_{3}$－ba－e－ $\langle n e\rangle$ ，＂ils ont tiré au sort et partagé＂，for which see Charpin，Le clergé d＇Ur，106？
$\S 40$ (4.ii. $\left.1^{\prime}-27^{\prime}\right)$

| [...] | 14'. 14'. ba-na-an-du ${ }_{11}$ |
| :---: | :---: |
| 1'. $\mathbf{1}^{\prime}$. [ama-a]r-ge ${ }_{4}$-ni | 15'. 15'. nam-urdu 2 -da-ni-še ${ }_{3}$ |
| $2^{\prime}$. $\mathbf{2}^{\prime}$. in-gar | 16'. 16'. [i $\mathrm{i}_{3}$ ]-ge $\mathrm{gr}_{4}$ - $\mathrm{ge}_{4}$-x |
| 3'. 3'. nam-urdu ${ }_{2}$-da-ni-/ta | 17'. 17'. [u ${ }^{\prime}$ tukumbi] |
| $4^{\prime}$. $4^{\prime}$. in-dadag | 18'. 18'. [i3 ${ }_{3}$-li $\left.i_{2}-i-m i-t i(d u m u-n i)-\mathrm{ra}\right]$ |
| 5'. 5'. kišib nam-dadag-ga-ni | 19'. 19'. [ib-ni-d MAR.TU] |
| 6'. 6'. in-na-an-šum ${ }_{2}$ | 20'. 20'. ad-da-ni |
| 7'. 7'. tukumbi | 21'. 21'. dumu-ĝu ${ }_{10}$ nu-me-en |
| 8'. 8'. $\mathbf{8}_{4}$ «AŠ» $\mathrm{kur}_{2}-$ še $_{3}$ | 22'. 22'. ba-na-an-du ${ }_{11}$ |
| $9^{\prime} . \quad 9{ }^{\prime} . \quad i_{3}$-li - -i-mi-ti | 23'. 23'. 1/3 ma-na $\mathbf{k u}_{3}$-babbar |
| 10'. 10'. ib-ni- ${ }^{\text {d MAR.TU }}$ | 24'. 24'. in-na-1a ${ }_{2}-\mathrm{e}$ |
| 11'. 11'. ad-da-ni-ra | 25'. 25'. lu $_{2}-1 \mathrm{u}_{2}-\mathrm{ra}$ |
| 12'. 12'. ad-da-gu ${ }_{10}$ | 26'. 26'. mu lugal-bi in-/ |
| 13'. 13'. nu-me-en | 27'. 27'. $\mathrm{pa}_{3}$ - $\mathrm{de}_{3}$-eš |

14'. 14'. ba-na-an-du ${ }_{11}$
15'. 15'. nam-urdu ${ }_{2}$-da-ni-še ${ }_{3}$
16'. 16'. [i $i_{3}$ ]- $\mathrm{ge}_{4}-\mathrm{ge}_{4}-\mathrm{x}$
17'. 17'. [u $\mathrm{u}_{3}$ tukumbi]
18'. 18'. [i $\left.i_{3}-l i_{2}-i-m i-t i(d u m u-n i)-r a\right]$
19'. 19'. [ib-ni-dMAR.TU]
20'. 20'. ad-da-ni
21'. 21'. dumu-g $\mathrm{g}_{10}$ nu-me-en
22'. 22'. ba-na-an-du 11
23'. 23'. 1/3 ma-na ku - babbar
24'. 24'. in-na-la $2_{2}$-e
25'. 25'. $1 \mathrm{u}_{2}-1 \mathrm{u}_{2}-\mathrm{ra}$
26'. 26'. mu lugal-bi in-/
27'. 27'. pa ${ }_{3}-\mathrm{de}_{3}$-eš
... [Ibni-Amurru] has established his (= of Ilī-imittī) free[dom] (lit. his return to [his] mother), he has redeemed him from his slavery and he has given to him his sealed tablet (referring to his) manumission. If in the future Ilī-imittī says to Ibni-Amurru, his father: 'You are not my father', he will go back to his slavery [and if Ibni-Amurru], his father, says [to Ilì-imittī, (his son)]: 'You are not my son', he will weigh $1 / 3$ mina of silver; they have sworn mutually by the name of the king.

4'. This verb usually occurs in the expression saĝ-ki ~ dadag, pūtam ullulu/ubbubu, "to clear (or purify) the forehead", e.g. "to clear (from legal encumbrances or debts)", therefore "to manumit"; it is common in Old Babylonian manumissions (cf. PBS 8/2 137: 5; BE 6/2 8: 6; 3N-T 845: 4), whereas it doesn't appear in the Neo-Sumerian documents (where the act of manumission is expressed only by the Sumerian formula ama-ar-ge ${ }_{4}$-ni ingar, litterally "he established his return to [his] mother", and by the Akkadian one andur$\bar{a} r s ̌ u ~ i s ̌ k u n, ~ " h e ~ e s t a b l i s h e d ~ h i s ~ f r e e d o m "), ~ n o r ~ i n ~ t h e ~ d o c u m e n t s ~ o f ~ t h e ~ f o l l o w i n g ~ p e r i o d . ~$

This document is obviously a manumission deed that presupposes the adoption of the freed slave, even if a real adoption clause does not occur; in fact the most common methods of manumission in Babylonia were release by adoption (this is the case) and release by purchase (see §43). The difference between these two forms was that by manumission the released slave paid his purchase price at once and, though legally free, still remained in a state of dependency to his former master and became completely free only after the latter's death; by purchase, on the other hand, the slave severed all connections with his master and became immediately and irrevocably free.
$15^{\prime}-16^{\prime}$. Slavery was the most common penalty imposed on an adopted child who disavowed his parents (see §36); slavery penalty clauses typically state that if an adoptee repudiates his parents: "they will shave his head and sell him (as a slave)".

In our text the adoptee goes back to his previous status of slave, for which see CAD T, s.v. târu 12a, 277.

23'. A monetary fine was one of the penalties for parents who disavow their adopted (or natural) child: the amount of the fine could be, variously, $1 / 3$ mina of silver, as in our text (cf. TIM 4 15; Ki 607/618), $1 / 2 \operatorname{mina}$ (BIN 275 ; BE 6/257), one mina (TIM 5 3) or 2 minas
(TIM 5 4); in one extreme case (BE 6/2 4) the adoptive mother must pay ten minas of silver in the event of repudiation.

The sanction clauses in Old Babylonian adoption contracts were recently discussed and analyzed in P. R. Obermark, Adoption in the Old Babylonian Period, Ph.D.diss. Hebrew Union College (Cincinnati 1992) 47-52.

## §41 (4.ii. 28'-4.iii. 8')

| 28'. 1. 1 kišib mu-sar | 38'. 11. ${ }^{\text {I }} \mathrm{lu}_{2}$-den.ZU |
| :---: | :---: |
| 29'. 2. ur-dun dam-gar ${ }_{3}$ | 39'. 12. šagana |
| 30'. 3. $u_{2}-\mathrm{gu}$ ba-an-[de $\left.{ }_{2}\right]$ | iii.1. 13. [1ugal-me-lam ${ }_{2}$ ] |
| 31'. 4. enim pu-uh ${ }_{2}$-ru-/ma-ka | 2. 14. [ensi ${ }_{2}$ ] saĝga |
| 32'. 5. niĝir-niĝir-e | 3. 15. [1si-du ${ }_{3}$ dub]-sar |
| 33'. 6. sila-sila-a | 4. 16. $[1 \mathrm{zu}-\mathrm{zu} u \mathrm{~m}]-\mathrm{mi}-\mathrm{a}$ |
| 34'. 7. [si] $\mathrm{gu}_{3}$ ba-ni-in-/ri | 5. 17'. [...]-meš |
| 35'. 8. [1u $\left.{ }_{2}\right]$-na-me'( $\mathrm{LA}_{2}$ ) | 6. 18'. [1ba-an-sa ${ }^{\text {- }}$-ge-en] |
| 36'. 9. [ni $\hat{\mathrm{g}}_{2}$ ]-na-me! $\mathrm{LA}_{2}$ ) | gala!?([uš].ud) |
| 37'. 10. [ugu]-ne sic $1 i-/{ }^{\prime} b i_{2}{ }^{\prime}$-in- | 7'. 19'. [1u $\mathbf{u}_{2}$-enim]-ma-/ <br> 8. $\mathbf{2 0}^{\prime}$. $[\mathrm{bi}-\mathrm{m}] \mathrm{eš}$ |

A seal (bearing) the signature of Urdun, the merchant, got lost. According to the word of the assembly, the heralds in the street blew the horn (informing that) no one shall have any (claim) against him!. Lu-Sîn, the general, [Lugal-melam, the ensi ${ }_{2}$ (and)] sanga-priest, [Sidu, the scri]be, [Zuzu, the um]mia, [...], [Bansagen], the gala-priest, [are the witnes]ses.

This is the copy of a text published by F. A. Ali (Blowing the Horn for Official Announcement, Sumer 20 [1964] 60-68) and analyzed by P. Steinkeller (Seal Practice in the Ur III Period, in: McG. Gibson/R. D. Biggs [eds.], Seals and Sealings in the Ancient Near East [Malibu 1976] 48-49) and W. W. Hallo (Seals Lost and Found, ibid. 56-57).

Ali reconstructed it from 5 exemplars, that differ slightly from each other (SLTN 131; PBS 5 65; UM 29.16.139+; CBS 13968; UM 29.15.384), to which Hallo added two variants that occur in two texts not yet published: YBC 12074 and NBC 7800 (a Sammelurkunde containing contracts of various kinds, that will be edited shortly by W. Bodine - see also fn. 11); finally, M. Roth (54) has added to them also YOS 128 , obv.i 20-23.

Ali defined it as "a court decision concerning the loss of a seal", but he didn't underline its belonging to the "literary legal decisions" (it was Steinkeller who associated the public announcement of a lost seal to this genre: see Steinkeller, Seal Practice, 48). However, as Steinkeller himself writes, there are reasons to believe that this text deals with an actual event which took place in Nippur during the Ur III period, since one of the witnesses, Lugal-melam, the ensi ${ }_{2}$ and sanga-priest, is most probably the person bearing the same name, ensi ${ }_{2}$ of Nippur from Amar-Sîn 1 to Amar-Sîn 9. Concerning the other individuals mentioned in this text, it was not possible to identify them with any persons known to us from contemporary documents, but their names were common in the economic and legal texts from Ur III Nippur (cf. Steinkeller, 49); W. W. Hallo (BiMes 6, 57) adds that some of them can be identified with personalities known to us from other Old Babylonian literary documents concerning Nippur in the Ur III period (Urdun himself is the author of a literary letter to an unnamed king, probably Šulgi: YBC 5011).

1-3. The loss of a seal was a serious matter since the seal could be used to engage in transactions in the name of the unaware owner. There are several such examples of seal loss known to us from the Ur III period: see Steinkeller, Seal Practice, 48-49.
5. Only in YOS 128 , obv. i $20-23$, where the same situation is hinted at, a plural form is used: tukumbi kišib $u_{2}-g u$ ba-an-d[ $e_{2}$ ] NIM-NIM-e-ne gaz-e-de $e_{3}[(x)]$, "If a seal got lost, the heralds [will blow the horn] (informing that) it must be destroyed" (see also Roth [fn. 3] 54).
7. si $\mathrm{gu}_{3}$ ba-ni-in-ri is a variant of si $\mathrm{gu}_{3}$ ba-ni-in-ra, "(the heralds) sounded the horn"; for a discussion of this formula see Roth, 54.

## c. 2 lines lost

11'. 31 munus $x$-[...]
12'. 4. dumu-munus $i$-din- ${ }^{-} x^{\top}-[x]$
13'. 5. ${ }^{1} u_{2}-q a_{2}-[i l a m]$
14'. 6. dumu urdu ${ }_{2}$ ?-d $d a-m\left[u^{?}\right]$
15'. 7. nam-dam-še ${ }_{3}$ ba-an-tuku
16'. 8. 2 (iku) GANA $_{2}$ a-ša $a_{3}$ dalla
17'. 9. a-ša ${ }_{3}$ keše $_{2}-$ keše $_{2}-x$
18'. 10. 10 ĝešgešnimbar $\mathrm{gu}_{2}$-na
19'. 11. $\mathrm{za}_{3}{ }^{\hat{g} e s ̆} \mathrm{Kiri}_{6} \mathrm{urdu}_{2}-$ eš $_{4}-$ tar $_{2}$
20'. 12. $1 / 3$ sar $e_{2}-$ du $_{3}-$ a
21'. 13. da $e_{2} a-h u-n i$
22'. 14. 2 ĝes̆gu-za se[r $r_{3}$-da]
23'. 15. 1 geš-nu $\mathrm{g}_{2} \mathrm{ki}-n u_{2}$
24'. 16. $1{ }^{\text {na }_{4}} \mathrm{ur}_{5}$ ad-bar
25'. 17. [š]u $\mathrm{se}_{3}$-ga 4 lines lost
30'. 22. $u_{2}-q\left[a_{2}-\right.$ ilam-ra $\left.{ }^{2}\right]$
31'. 23. in-na-a[n-ši-te?]
32'. 24. $\mathrm{u}_{3} u_{2}-q a_{2}-i l[a \mathrm{am}]$
$33^{\prime}$.

34'. 26. 1 (eše) gana ${ }_{2}$ a-ša $_{3}$ gud-du ${ }_{8}$
35'. 27. a-ša ${ }_{3}$ si-den-ki
36'. 28. 1 (iku) GANA ${ }^{\text {ges }} \mathrm{kiri}_{6}$
37'. 29. $1 / 2$ sar $e_{3}-\mathrm{du}_{3}-\mathrm{a}$
38'. 30. 1 saĝ-munus 1 saĝ-ninta ${ }_{2}$
39'. 31. in-na-an-ši-te
40'. 32. mu lugal-b[i]
41'. 33. in-pa3
42'. 34. [MUNUS].X.AN $u_{2}$-qa $a_{2}$-ilam-ra
43'. 35. dam-g $\mathrm{u}_{10}$ in-nu
44'. 36. ba-na-an-du ${ }_{11}$
45'. 37. ni $\hat{g}_{2}-$ gur $_{11}-$ ni-ta
46'. 38. 'ib ${ }_{2}{ }^{\top}$-ta-an-sar-re
47'. 39. $u_{3}$ tukumbi
48'. 40. $u_{2}$-qa ${ }_{2}$-ilam dam-ni
49'. 41. dam-ĝu ${ }_{10}$ nu-me-en
50'. 42. ba-na-an-du ${ }_{11}$
51'. 43. $1 / 3$ ma-na $k u_{3}$-babbar
52'. 44. $\mathrm{i}_{3}-\mathrm{na}-\mathrm{la}_{2}$-e
53'. 45. mu lugal-bi in-pa ${ }_{3}$

Uqqa-ilam, son of Warad-Damu, has taken ${ }^{\mathrm{f}}[\mathrm{PN}]$, daughter of Iddin-[x] in marriage. 2 iku of dalla-field, field keše ${ }_{2}$-keše $e_{2}-\mathrm{x}, 10$ palm trees (each bearing) 1 talent (of dates), bordering on the orchard of WaradEštar, a built-up house plot of $1 / 3$ sar next to the house of Ah̄̄ni, 2 chairs, 1 bed, 1 basalt millstone [ 4 lines lost]: [to] Uqqa-[ilam] he ( $=$ Iddin-[x]) has [presented] and Uqqa-ilam, his husband, 6 iku of $\mathrm{gud}-\mathrm{du}_{8}$ field, a field of Si-dEn-ki, 1 orchard of 1 iku , a built-up house plot of $1 / 2$ sar, 1 female slave, 1 male slave has presented to her: he has sworn by the name of the king accordingly. (If) $\mathrm{fP}[\mathrm{N}]$ says to Uqqa-ilam: "You are not my husband", she will be expelled from her property and if Uqqa-ilam, her husband, says (to her): "You are not my wife", he will weigh to her $1 / 3$ mina of silver; he has sworn by the name of the king accordingly.
7. The formula nam-dam-še ${ }_{3} \sim$ tuku (Akk. ana ašsūtim ahāzum) is expression of the groom's point of view and is paralleled by the formula nam-dam-še ${ }_{3}$ ~sum (Akk. ana aššutim nadānum), when the action is described from the point of view of parents of the bride (cf. R. Westbrook, Old Babylonian Marriage Law. AfO Bh. 23 [1988]).
$\mathbf{8 - 2 3}$. In these lines it seems to be recorded that dowry brought by the bride into the marriage, in Akkadian nudunnûm (in the documents of practice) or šeriktum (in the Hammurapi Code: here the nudunnûm appears in a different role, describing a marital gift to the wife from her husband, whereas the šeriktum is a gift from the bride's father); see Westbrook, Marriage Law, 24.

24-31: In these lines, instead, what seems to be recorded are the gifts made by the groom to the bride that sometimes were of considerable value.

23 and 31. I interpret the verb te/ti as tuhhû, "to present", see CAD T, s.v. tehû, 78-79, lit. "to (make) approach, to hand over".
38. Cf. Ai. III iv 14: [nam-dumu]-a-ni-ta $\mathrm{ib}_{2}$-ta-an-sar, a-na ma-ru-ti-šs it.-ru-su, "von seiner Erbenstellung hat er ihn 'ausgerissen"'. See CAD TT, s.v. t.arādu, 57 ff.
§43 (4.iii. 54'-4.iv. $13^{\prime}$ )

| 54'. 1. 1 sag -geme ${ }_{2}$ | 3'. 12. ${ }^{\text {Ša }}{ }_{3}{ }^{7}-\hat{G 匕}_{4}{ }^{\text {sic }}$ - ni |
| :---: | :---: |
| 55'. 2. $q e_{2}-e r-b i_{2}-p i_{2}-s a$ | 4'. 13. ba-an-du ${ }_{10}$ |
| 56'. 3. mu-ni-im | 5'. 14. nam-dam-ni-še ${ }_{3}$ |
| 57'. 4. geme ${ }_{2}$ en-na-a | 6'. 15. ba-an-tuku |
| 58'. 5. ki en-na-a nin-a-ni-ta | 7'. 16. 2 dumu-ninta ${ }_{2}$ |
| 59'. 6. $e_{2}-a-n a-s i-i r$ | 8'. 17. 1 dumu-munus gaba |
| $60^{\prime}$. 7. in-ši-sa ${ }_{10}$ | 2 lines lost |
| 61'. 8. 1/3 ma-na ku ${ }^{\text {-babbar }}$ | 11'. 20. [en]-na-a |
| 62'. 9. šam ${ }_{2}$ til-la-ni-še ${ }_{3}$ | 12'. 21. geme ${ }_{2}-\hat{g u}_{10}$ nu-ub-be ${ }_{2}-\mathrm{e}$ |
| 1'. 10. [in-na-1a ${ }_{2}$ ] | 13'. 22. mu lugal-bi in-/pa ${ }_{3}$ |
| 2'. 11. $\mathrm{ku}_{3} \mathrm{na}_{4} \mathrm{AN}^{\prime}$ ? KA. ${ }^{\text {a }}$ |  |

54'. 1. 1 saĝ-geme ${ }_{2}$
55'. 2. $q e_{2}-e r-b i_{2}-p i_{2}-s a$
56'. 3. mu-ni-im
57'. 4. geme ${ }_{2}$ en-na-a
58'. 5. ki en-na-a nin-a-ni-ta
59. 6. $e_{2}$-a-na-si-ir

60'. 7. in-ši-sa ${ }_{10}$
61'. 8. 1/3 ma-na $k u_{3}$-babbar
62'. 9. šam 2 til-la-ni-še ${ }_{3}$
1'. 10. [in-na-1a $a_{2}$ ]
2'. 11. $\mathrm{ku}_{3} \mathrm{na}_{4} \mathrm{AN}^{2}$.KA.X

3'. 12. ${ }^{\text {ša }} \mathrm{a}_{3}{ }^{1}-\mathrm{GA}_{2}{ }^{\text {sic }}{ }_{-} \mathrm{ni}$
4'. 13. ba-an-du ${ }_{10}$
5'. 14. nam-dam-ni-še ${ }_{3}$
6'. 15. ba-an-tuku
7'. 16. 2 dumu-ninta ${ }_{2}$
8'. 17. 1 dumu-munus gaba 2 lines lost
11'. 20. [en]-na-a
12'. 21. geme ${ }_{2}-\hat{g u}_{10}$ nu-ub-be ${ }_{2}$-e
13'. 22. mu lugal-bi in-/pa ${ }_{3}$

1 female slave named Qerbi-pīša, the slave of Ennâ, from Ennâ, her mistress, Ea-nāṣir has bought; $1 / 3$ mina of silver as her complete price [he has weighed to her], silver ... and he has satisfied her (= of Ennâ) heart; he has taken her in marriage (and) 2 sons and one suckling daughter [2 lines lost]. [En]nâ does not say any more: 'She is my slave'; she has sworn by the name of the king accordingly.
11. The meaning of this line is not clear to me: it does not seem to represent any of the clauses and formulas expected between the completion of the sale and the clause of satisfaction ša ${ }_{3}$-ga-ni ba-an-du $u_{10}$.
$\mathbf{1 2 - 1 3}$. For the expression "his heart is satisfied" see the commentary to $\S \mathbf{5}$, line 8 . The use of $\hat{\mathrm{GA}}_{2}$-sign (clear on the tablet) instead of the GA-sign is not attested in other documents known to me.

20-22. As this contract is a combination of a manumission contract, by purchase, and a marriage contract, where the bride was the freed slave-girl, an additional clause is here inserted providing that she is not to be reclaimed as a slave by her previous mistress.
21. Regarding this irrevocability clause see the commentary to $\S 37$, line 15 .
$\S 44$ (4.iv. $\left.14^{\prime}-35^{\prime}\right)$


One (child) (who had been) thrown into a kiln, named Ahuni, son(?) of Šu-Eštar, from Šu-Eštar, his father, Iblatum has adopted, and he has established him as his heir; 1 and $1 / 3$ shekels of silver for (the expenses incurred in) raising the child he (= Iblatum) has wei[ghed to him] [5 lines lost]. Iblatum will call him "my child" and will not say him any more "my slave"; he has sworn by the na[me of the kin]g accordingly.

1. The sign LAGAB $\times$ Im, $\operatorname{dilim}_{3}$ (Akk. tinūru), "oven, kiln", presents a lagab-sign with a long shape, but the Im-sign inside is perfectly readable, so I think it is possible to read tentatively the first line as "one baby (which had been) thrown into a kiln". See CAD N1, s.v. nadû, 73: $\mathrm{PU}_{2}$.šUb.ba, "thrown into a well (said of an infant)".

For a recent treatment of this subject see Klein/Sharlach, ZA 97, 4-6, where an adoption of an abandoned child appears (and in which a quote from Ai. III 30 ff . is used to describe the baby, "found at the well, saved from the dog's mouth, having neither father nor mother, having neither sister nor brother").
2. It is difficult to explain the presence of the formula PN mu-ni-im, that occurs usually referring to slaves (see $\S 37$, line 5), because of the presence in the following lines of his supposed father.

8-10. For nam-dumu-a-ni-še ${ }_{3}$ (ana mārūtišu), "into legal status of son" and nam-ibila-a-ni-še $3_{3}$ (ana aplūtišu) "into legal status of heir" see Hh II, 43-44.

In documents from Nippur (BE 6/2 24: 5-6; 57: 3; PBS 8/2 153:3) the verb ri (Akkadian tarû) was used with the first expression, whereas in documents from Ur the verb gar (šakānu), or the verb šu ~ ti (this one also in texts from Larsa) occur (cf. UET 592: 8-9; 96: 4 and YOS 8 152; BIN 2 75: 5; UET 593 respectively). The verb used in connection with the second expression was ri in documents from Nippur (BE 6/2 28:3-4; ARN 45 : 6-7; OECT $820: 5-6 ; 21: 4$ ), ĝar in those from Larsa (BIN 7 187:3) and gar or šu $m_{2}$ in those from Ur (UET 5 89: 8-9; 90: 8; 94: 4; 97: 6-7).

11-13. "It is apparent [...] that by raising, nursing or paying another to raise or nurse a child, a person may acquire certain rights to the child. When adopting, it may be beneficial to secure the adoptive parents' rights by 'buying' the time or expenses already expensed in the raising of the child. Thus the adoptive parent may pay the biological parent an amount deemed equivalent to that expended" (Roth [fn. 3] 181).

For nam-a ${ }_{2}-\mathrm{e}_{3}-\mathrm{ni}-$ š $_{3}$ see Ai. III iii $67-69$, where this Sumerian term is equated with the Akkadian tarbittu. In Hh II 53, instead, we read: nam-bulu $\hat{\mathrm{g}}_{3}-\mathrm{ga}_{2}-\mathrm{a}-\mathrm{ni}-\mathrm{š}_{3}$ ana tar$b u-t i-s u_{2}$, "into legal status of foster child".

According to Roth (178) "only one Old Babylonian contract is known in which the term nam- $\mathrm{a}_{2}-\mathrm{e}_{3}$ is used: BE $6 / 24$ (Nippur; Rim-Sîn)." Also in BE $6 / 24$ the amount of silver expended in the raising of the child is $11 / 3$ shekel, as in our text.

## Indexes

## Personal Names

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AN-[...] 1.i. 4'; 3.iii. 24'
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## Glossary

a-ša ${ }_{3}$ 3.iii. $34^{\prime}, 36^{\prime} ; 4 . i .30^{\prime} ;$ a-ša ${ }_{3}$-ga
(3.iii. 43'); a-ša dalla (4.iii. $16^{\prime}$ );
$a-s a_{3} \operatorname{gud-du} u_{8}$ (4.iii. $34^{\prime}$ ); a-ša ${ }_{3}$
keše ${ }_{2}$-keše ${ }_{2}$ (4.iii. $17^{\prime}$ ); a-ša ${ }_{3}$ si-den-ki (4.iii. 35')
$a_{2}-e_{3}$ nam- $a_{2}-e_{3}-n i-s ̌ e_{3}$ (4.iv. $25^{\prime}$ )
ad-da 4.ii. $11^{\prime}, 20^{\prime}$; 4.iv. 19'; ad-da$\mathrm{g}_{10} \mathrm{nu}-\mathrm{me}-\mathrm{en}$ (4.ii. $12^{\prime}-13^{\prime}$ )
$\mathrm{a} \hat{\mathrm{g}}_{2} \quad \mathrm{i}_{3}-\mathrm{a} \hat{\mathrm{g}}_{2}-\mathrm{e}$ (1.i. 29'; 1.ii. $10^{\prime}, 25^{\prime}$; 1.iii. 19', 27'; 52'); $\mathrm{i}_{3}-\mathrm{a}_{2}-\mathrm{e}-\mathrm{ne}$ (3.ii. $14^{\prime}$ ); $\mathrm{i}_{3}-\mathrm{a} \hat{\mathrm{g}}_{2}[\ldots]$ (2.iv. $5^{\prime}$ )
al $\sim d_{11} / e$ al ab-be $e_{2}-e-n e$
(1.iii. 26')
ama-ar-ge $4_{4}$ ama-ar-ge $4_{4}-n i$ in-gar (4.ii. $1^{\prime}-2^{\prime}$ )
$\operatorname{ara}_{3} \quad i_{3}-\operatorname{ar}_{3}-e$ (3.ii. 26')
ba $\mathrm{i}_{3}$-ba-e-ne (2.iii. $18^{\prime}$ ); in-ba-eš (4.i. 27')
bala $\mathrm{ku}_{3}$ bala-bala-e-de 3 (3.iii. $5^{\prime}$ ); še ba-da-bala (1.i. 40')
buru ${ }_{14}$ iti buru ${ }_{14}$ še-ĝeš- $i_{3}-$ še $_{3}$ (1.iii. $42^{\prime}, 49^{\prime}$; 1.iv. $21^{\prime}, 47^{\prime}$ ); iti buru $14^{- \text {še }_{3}}$ (2.i. $16^{\prime} ; 2$. iii. $10^{\prime}$ )
dabin 3.ii. $25^{\prime}$
dadag in-dadag (4.ii. $4^{\prime}$ ); kišib nam-dadag-ga-ni (4.ii. 5')
dah $\mathrm{bi}_{2}-\mathrm{ib}-\mathrm{dah}-\mathrm{e}$ (2.i. $10^{\prime}$ ); dah-he-dam (1.i. $11^{\prime}, 61^{\prime}$; 1.iii. 38'; 3.ii. 4'); $\mathrm{ib}_{2}$-dah-e (1.iii. $9^{\prime}$ )
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dilim $_{3}$ dilim $_{3}$ šub-ba (4.iv. $14^{\prime}$ )
diri 2.i. $6^{\prime}$
du $i_{3}-d u-a-g i n_{7}-m_{3}$ (2.i. 7')
$\mathrm{du}_{8} \quad$ šu-du $\mathrm{u}_{8}-\mathrm{a}-\mathrm{ni}$ in-du $\mathrm{m}_{8}$
(1.iv. 42'-43')
$\mathrm{du}_{11}$ ba-na-an-du${ }_{11}$ (4.ii. $14^{\prime}, 22^{\prime}$; 4.iii. $44^{\prime}, 50^{\prime}$ ); see e
dub-sar 4.iii. $3^{\prime}$
dumu dumu-ĝu ${ }_{10}$ (4.ii. $21^{\prime}$; 4.iv. $33^{\prime}$ ); dumu munus gaba (4.iv. $8^{\prime}$ ); dumu ninta 2 (4.iv. 7'), nam-dumu-ni-še ${ }_{3}$ (4.iv. 21')
e $\mathrm{he}_{2}-\mathrm{eb}-\mathrm{be} \mathrm{e}_{2}$ (4.iv. $33^{\prime}$ ); nu-na-ab-$\mathrm{be}_{2}$-a (4.iv. $34^{\prime}$ ); nu-ub-be $2_{2}$-(a)* (3.iv. $38^{\prime}$; 4.iv. $12^{\prime *}$ ); see $\mathrm{du}_{11}$
$\mathrm{e}_{2}$ 1.i. $51^{\prime}$; 1.ii. $37^{\prime}$; 4.i. 6'; 4.iii. 21'; $\mathrm{e}_{2}-\mathrm{a}-\mathrm{ni}-\mathrm{ta}$ ba-ra-e $\mathrm{e}_{3}$-e (3.iv.
$21^{\prime}-22^{\prime}$ ); $\mathrm{e}_{2}-\mathrm{du}_{3}-\mathrm{a}$ (4.i. $5^{\prime}$; 4.iii. $20^{\prime}$, 37')
$e_{2}$-kišib-ba 1.ii. $43^{\prime}, 45^{\prime}$
$e_{2}$-gal 1.ii. 58'; 1.iii. 7', 20'
$e_{3} \quad e_{2}-a-n i-t a \quad b a-r a-e_{3}-e$
(3.iv. $21^{\prime}-22^{\prime}$ )
en-nu-ug ${ }_{3}$ 1.iv. $44^{\prime}, 50^{\prime}$
enim enim nu-um-g $\mathrm{g}_{2}$ - $\mathrm{ga}_{2}$ (1.iv. $13^{\prime}$;
4.i. $33^{\prime}$ ); enim pu-uh $h_{2}-r u-m a-k a$ (4.ii. $31^{\prime}$ )
ensi ${ }_{2}$ 1.ii. $57^{\prime}$; 4.iii. $2^{\prime}$
eš-de ${ }_{2}$-a 1.ii. $52^{\prime}$
gaba-ri kišib gaba-ri-(a)*-bi
(1.i. 54'; 1.iii. 33**)
gala 4.iii. $6^{\prime}$
geme ${ }_{2}$ 1.iv. $33^{\prime}, 38^{\prime}$; 3.ii. $18^{\prime}$, $19^{\prime}$; 4.iii.
57'; 4.iv. $12^{\prime}$
ge $_{4} \quad i_{3}-$ ge $_{4}-$ ge $_{4}-\mathrm{x}$ (4.ii. $16^{\prime}$ )
${ }^{\text {gerg }} \mathrm{gu}-\mathrm{za} \mathrm{ser}_{3}$-da 4.iii. $22^{\prime}$
gub $\mathrm{ku}_{3}$-ta gub-ba (3.ii. 20');
$\mathrm{ib}_{2}$-ta-gub-bu (3.ii. 21')
gur $\mathrm{bi}_{2}$-ib-gur-ru (2.iii. 12'); $\mathrm{i}_{3}$-ib-gur-re-e-de ${ }_{3}$-eš (1.iv. 51'); in-na-ab-gur-re (1.i. 37'; 1.ii. 20'; 1.iii. 5'); im-ta-gur-re-eš (1.iv. 45'); li-$\mathrm{bi}_{2}-\mathrm{ib}_{2}$-gur (1.iii. 8')
GUR-nu-um 3.iii. $11^{\prime}$
gur $_{7}$ 1.iii. 25'
$\operatorname{gur}_{10}$ (ŠE.KIN) $\operatorname{gur}_{10}-\mathrm{e}-\mathrm{de} \mathrm{S}_{3}$ 1.ii. $15^{\prime}$ ); še gur $_{10}-$ gur $_{10}-$ da-še $_{3}$ (1.ii. $15^{\prime}$ )
gal $_{2} \sim$ taka $_{4} \hat{g a l}_{2}$ ba-an-taka 4 (1.ii. $44^{\prime}$ )
gar ama-ar-ge ${ }_{4}-n i$ in-gar
(4.ii. $1^{\prime}-2^{\prime}$ ); enim nu-um-g $\mathrm{a}_{2}-\mathrm{g}_{2}$ (1.iv. 13'; 4.i. 33'); nam-dumu-ni-še ${ }_{3}$ nam-ibila-ni-še ${ }_{3}$ in-ĝar (4.iv. 23')
ĝešĝešnimbar (4.i. 13'); ĝešĝešnimbar gal (4.i. $14^{\prime}$ ); ĝešĝešnimbar $\mathrm{gu}_{2}$-na (4.iii. $18^{\prime}$ )
ha-la-ba 4.i. $22^{\prime}, 32^{\prime}$
$\mathrm{i}_{3}$-ĝeš 2.i. $12^{\prime}$
$\mathrm{i}_{3}$-sur 2.i. $14^{\prime}$
ibila nam-ibila-ni-še ${ }_{3}$ (4.iv. 22')
iti-da 1.ii. $39^{\prime}$
KA.RA-ni 3.ii. $13^{\prime}$
${ }^{\text {gess }} \mathrm{kiri}_{6}$ 4.i. $12^{\prime}$; 4.iii. $19^{\prime}, 36^{\prime}$
kišib 1.i. 51'; 1.iii. 29', kišib-ba-ni in-taka ${ }_{4}$ (1.ii. $11^{\prime}$ ); kišib gaba-ri-(a)*-bi in-(na-an-)taka ${ }_{4}$ (1.i. 54'55'; 1.iii. 33'-34'*) kišib mu-sar (4.ii. $28^{\prime}$ ); kišib-nam-dadag-ga-ni (4.ii. 5'); kišib ... zi-re-dam (1.i. 57')
$\mathrm{ku}_{3}$-babbar 1.ii. $40^{\prime}$; 1.iv. $9^{\prime}$; 2.ii. $12^{\prime}$; 3.i. $4^{\prime} ; 3 . i i .2^{\prime}, 16^{\prime} ; 3$. iii. 17'; 3.iv. 20', 33'; 4.ii. $23^{\prime}$; 4.iii. $51^{\prime}$, 61'; 4.iv. $24^{\prime}$; $\mathrm{ku}_{3}$-babbar $u_{3}$ maš $_{2}$-bi (3.i. $1^{\prime}$; 3.iii. 8')
$\mathrm{ku}_{3}$ bala-bala-e-de 3 3.iii. $5^{\prime}$
$\mathrm{ku}_{4}$ še $k u_{4}-k u_{4}-\mathrm{da}-\mathrm{še}_{3}$ (1.i. $16^{\prime}$ )
$1 a_{2} \quad i_{3}$-na-la $a_{2}$-e (4.iii. $52^{\prime}$ ); in-na-la $a_{2}$ (1.iv. $10^{\prime}$; 3.iv. $34^{\prime}$; 4.iv. $1^{\prime}, 26^{\prime}$ ); in-na$1 \mathrm{a}_{2}$-e (1.ii. 41'; 4.ii. 24')
$1 a_{2}-u_{24} \quad l a_{2}-u_{24}$ še $e_{2}$-gal-la-ni-še ${ }_{3}$ (1.ii. $58^{\prime}$ ); $1 \mathrm{a}_{2}-\mathrm{u}_{24}$ še-ĝeš-i ${ }_{3}$ (1.iv. $19^{\prime}$ )
$1 u_{2} \quad 1 u_{2}-1 u_{2}-r a\left(4 . i i .25^{\prime}\right) ; 1 u_{2}-$ na-me (4.ii. $35^{\prime}$ )
$1 u_{2}$-enim 4.iii. $7^{\prime}$
lugal 3.iv. 29'; lugal geme ${ }_{2}-\mathrm{ke}_{4}$ (3.ii. $32^{\prime}$ ); lugal-ĝeškiri ${ }_{6}$ (4.i. $16^{\prime}$ ); lugal-ku - ga-ke $_{2}$ (3.iii. 10')
lukur dNergal 4.i. 23'
maš $_{2}$ 1.ii. $28^{\prime}$; 1.iii. $9^{\prime}$; 2.i. $9^{\prime}, 16^{\prime}$; maš ${ }_{2}$ ba-du $1_{12}-$ du $_{12}$ (1.i. $41^{\prime}$ ); maš ${ }_{2}-$ bi-še ${ }_{3}$ (3.ii. $17^{\prime}$ ); maš ${ }_{2}$ nu-ub-tuku (1.i. 19', 31'; 1.ii. 53'; 1.iii. 12'; 1.iv. 16'; 2.iv. 18'); maš ${ }_{2}$ sâ̂-du-bi (1.iv. 58'); maš ${ }_{2}$ $1 \mathrm{gi} \hat{\mathrm{g}}_{4}$-e 0.0 .3 še-ta (3.ii. $3^{\prime}$ ); maš 1.0.0 gur 0.1.0 (še)-ta (1.i. $10^{\prime}$; 1.ii. $\left.14^{\prime}\right)$; maš 2 1.0.0 gur 0.1.4 še-ta (1.i. $28^{\prime}, 60^{\prime}$; 1.iii. $37^{\prime}, 45^{\prime}$; 1.iv. $31^{\prime}, 54^{\prime}$ ); maš 1 sar šeg ${ }_{12}$-ta (2.iv. $8^{\prime}$ ); $\mathrm{ku}_{3}$-babbar $u_{3}$ maš $_{2}$-bi (3.i. $1^{\prime}$; 3.iii. $8^{\prime}$ ); še-ĝeš-i $\mathrm{u}_{3}$ maš ${ }_{2}$-bi (1.iii. $50^{\prime}$; 1.iv. $48^{\prime}$ ); še $u_{3}$ maš ${ }_{2}$-bi (1.i. 47'; 1.ii. 24'; 2.iii. 9'; 3.ii. 12')
mu (year) mu kur ${ }_{2}-$ še $_{3}$ (1.i. 40'); mu-2 (1.ii. 19'), mu-3-ta-am $3_{3}$ (1.ii. 22')
mu-ni-im 3.iv. 26'; 4.iii. 56'; 4.iv. $16^{\prime}$
mu lugal-bi in-pa $-\left(\mathrm{de}_{3}\right.$-eš)* 1.i. $42^{\prime}, 58^{\prime}$; 1.ii. $12^{\prime}, 26^{\prime}, 34^{\prime}, 51^{\prime}$; 1.iii. $10^{\prime}$, $35^{\prime}, 53^{\prime}$; 1.iv. $14^{\prime}, 27^{\prime}, 52^{\prime}(*) ; ~ 2 . i . ~ 11^{\prime}$; 2.iii. $19^{\prime}$; 2.iv. $6^{\prime}$; 3.ii. $15^{\prime}(*)$; 3.iii. $21^{\prime}$; 3.iv. $23^{\prime}$, $39^{\prime}$; 4.i. $34^{\prime}-35^{\prime}(*) ; 4 . i i$.
$26^{\prime}-27^{\prime}$ (*); 4.iii. 40'-41', 53'; 4.iv. $13^{\prime}$, 35'
mussa 1.ii. 55'
ĝešna ${ }_{2}$ ki-na 4.iii. 23'
NAM BA ${ }^{\text {d da-mu }}{ }^{\text {ki }}$ 1.iii. $51^{\prime}$
ni ${ }_{2}$-te-ni 1.ii. $9^{\prime}$
niĝir 4.ii. $32^{\prime}$
ni $\hat{g}_{2}-\mathrm{a}_{2}-\mathrm{tuku}$ 2.iii. $13^{\prime}$
ni $\hat{g}_{2}$ - gur $_{11}$ 4.iii. 45' $^{\prime}$
$\operatorname{nig}_{2}-$ kas $_{4} \quad$ 3.iii. $13^{\prime}$
ni $\hat{g}_{2}$-na-me 1.iv. $60^{\prime}$; 4.ii. $36^{\prime}$
nin 4.iii. 58'
$\mathrm{pa}_{3}$ ul-pa ${ }_{3}$ (1.i. 57')
pu-uh $2_{2}$-ru-um 4.ii. $31^{\prime}$
sa $_{10}$ in-ši-sa ${ }_{10}$ (3.iv. 31'; 4.iii. 60'),
sam ${ }_{2}$-til-la-ni-še ${ }_{3}$ (3.iv. $32^{\prime}$; 4.iii.
62')
sâ̂ sâg-geme ${ }_{2}$ (4.iii. $54^{\prime}$ ); saĝ-
munus (4.i. 18'; 4.iii. $38^{\prime}$ ); saĝ-
$\operatorname{ninta}_{2}$ (3.iv. 24; 4.i. 19'; 4.iii. $38^{\prime}$ )
saĝĝa 4.iii. $2^{\prime}$
sar (to drive away) $\mathrm{ib}_{2}$-ta-an-sar-re (4.iii. $46^{\prime}$ )
sar (to write) kišib mu-sar (4.ii. 28')
ses 4.i. $26^{\prime}, 29^{\prime}$
si $\mathrm{gu}_{3} \sim$ ri si $\mathrm{gu}_{3}$ ba-ni-in-ri (4.ii. $34^{\prime}$ )
si $\quad \mathrm{bi}_{2}-\mathrm{ib}-\mathrm{si}-\mathrm{si}\left(1 . i i .50^{\prime}\right)$; $\mathrm{ib}_{2}$-si-a
(4.i. $15^{\prime}$ ); in-si (1.ii. 38')
siki siki kur-ra $\operatorname{sig}_{5}$ (2.ii. $5^{\prime}$ )
sila sila-sila-a (4.ii. 33')
su in-na-ra-su (3.i. 8'); in-na-su-su-e (1.ii. 33')
sur (to press) $i_{3}$ sur-re-e-de ${ }_{3}$ (1.iii. 58')
sur-ra (half) 2.ii. $12^{\prime}, 14^{\prime}$
ša ${ }_{3} \sim$ du $_{10}$ ša ${ }_{3}$-ga-ni ba-an-du $u_{10}$ (1.i. 50'; 4.iv. $3^{\prime}-4^{\prime}$ )
šagana 4.ii. $39^{\prime}$
šakanka(LAM.KI) šakanka uruki (2.i. 6')
še 1.i. $9^{\prime}, 18^{\prime}, 43^{\prime}, 44^{\prime}, 59^{\prime} ; 1 . i i .8^{\prime}, 13^{\prime}$, $19^{\prime}, 23^{\prime}, 27^{\prime}, 35^{\prime}, 36^{\prime}, 45^{\prime}, 47^{\prime}, 52^{\prime}, 58^{\prime}$; 1.iii. $7^{\prime}, 25^{\prime}, 28^{\prime}, 29^{\prime}$; 3.ii. $3^{\prime}$; še ba-dabala (1.i. 40'); še e $2_{2}$-gal (1.iii. 20');
še $k u_{4}-k u_{4}-d a-s ̌ e_{3}$ (1.i. $16^{\prime}$ ); še gur ${ }_{10}-$ gur $_{10}-$ da-še ${ }_{3}$ (1.ii. $15^{\prime}$ ); še libir (1.iii. 11'); še maš ${ }_{2}$-bi (1.ii. 28'); še $\operatorname{sig}_{5}$ ! UD (1.i. $30^{\prime}$ ); še $u_{3}$ maš $_{2}$-bi (1.i. $47^{\prime}$; 1.ii. 24'; 2.iii. $9^{\prime}$; 3.ii. $12^{\prime}$ )
še-ĝeš-i $i_{3}$ 1.iv. $15^{\prime}, 19^{\prime}, 28^{\prime}$; duh še-ĝeš-i $i_{3}$ (1.iii. 60'); še-ĝeš-i $\mathrm{i}_{3} \mathrm{e}_{2}$-gal (1.iii. $54^{\prime}$ ); še-ĝeš-i ${ }_{3}$ nuĝun (1.iii. $36^{\prime}, 44^{\prime}$; 1.iv. $53^{\prime}$ ); še-ĝeš- $\mathrm{i}_{3} \quad \mathrm{u}_{3}$ maš ${ }_{2}$-bi (1.iii. 50'; 1.iv. 48')
šeg ${ }_{12}$ 2.iv. $4^{\prime}, 7^{\prime}, 8^{\prime} ;$ šeg $_{12}$ hi-a (2.i. $3^{\prime}$ ); šeg ${ }_{12}$ tul $_{2}$-la (2.iii. 20')
šu ~ ti šu ba-an-ti-(eš)* 1.i. $6^{\prime}$, $14^{\prime}, 22^{\prime}$; 1.ii. $18^{\prime}, 31^{\prime}$; 1.iii. $16^{\prime}, 23^{\prime}, 32^{\prime}$, 41', 48', 59'; 1.iv. 20', 57'; 2.i. $4^{\prime}$ (*), 15'; $^{\prime}$; 2.ii. $2^{\prime}, 11^{\prime} ; 2 . i v .2^{\prime}, 11,21^{\prime} ; 3.1 .1^{\prime} ; 3 . i i .9^{\prime}$ ${ }^{*}$ ), 24'; 3.iii. $6^{\prime}, 26^{\prime}, 42^{\prime}$; 4.i. $2^{\prime}$
šu-ri šu-ri-ta-am $\mathrm{m}_{3}$ (2.iii. 17')
šub (to throw down) $\operatorname{dilim}_{3}$ šub-ba (4.iv. 14')
šub (to allot) šub-de ${ }_{2}$-eš (4.i. 31')
šum $2_{2}$ ba-ab-šum $m_{2}-m a$ (1.ii. 28'); ba$a b-s ̌ u m_{2}-m u$ (3.iv. 20'); ba-na-anšum 2 (1.i. $49^{\prime}$ ); in-na-an-šum ${ }_{2}$ (4.ii. 6'); la-ba-ab-šum 2 (2.iv. 15'); la-ba-an-šum $2_{2}$ (mu-uš)* (1.i. 27'; 1.ii. $\left.8^{\prime *}\right)$ nu-na-an-šum $2_{2}$ (mu-uš)* (1.i. 39'; 1.iv. 49'*; 1.iv. 61'); šu m ${ }_{2}{ }^{-}$ mu-dam (1.i. 8', 17', 24'; 1.ii. 6'; 1.iii. 43'; 2.ii. $4^{\prime}$; 2.iv. 12'; 3.i. 3'; 3.ii. 1'; 4.i. $4^{\prime}$ ); šum $2_{2}-\mathrm{mu}^{2}-\mathrm{de}_{2}$ (2.i. $3^{\prime}$ )
taka ${ }_{4}$ ba-an-taka (1.ii. 44'); in-na-$\operatorname{an}$-taka $_{4}$ (1.i. 55'); in-taka 4 (1.ii. 11'; 1.iii. $34^{\prime}$ )
te in-na-an-ši-te (4.iii. $31^{\prime}, 39^{\prime}$ )
til la-ba-an-til (1.ii. 23')
tuku $\mathrm{bi}_{2}$-in-tuku-a (1.i. $46^{\prime}$, 3.i. $16^{\prime}$ ); nam-dam-(ni-)*ร̌e 3 ba-an-tuku (4.iii. $15^{\prime}$, 4.iv. $5^{\prime}-6^{\prime *}$ ) $\mathrm{mas}_{2}$ ba-$\mathrm{du}_{12}-\mathrm{du}_{12}$ (1.i. $41^{\prime}$ ); maš ${ }_{2} \mathrm{nu}-\mathrm{ub}-$ tuku (1.i. 19', 31', 1.ii. 53', 1.iii. 12', 1.iv. $\left.16^{\prime}, 2 . i v .18^{\prime}\right)$
tukumbi 1.i. $25^{\prime}, 38^{\prime}$; 1.ii. $7^{\prime}, 21^{\prime}, 42^{\prime}$; 1.iii. $6^{\prime} ; 1 . i v . ~ 46^{\prime} ; 2 . i v .13^{\prime} ; 4 . i i .7^{\prime} ; 4 . i i i$. 47'
$\mathrm{tul}_{2}$ šeg $_{12}$ tul $_{2}$-la (2.iii. 20')
tur ba-DA-tur (1.iv. 59')
$\mathrm{u}_{2}$-dul ${ }_{2}$ 1.iii. $40^{\prime}$
$\mathrm{u}_{2}-\mathrm{gu}$ ba-an-de $2_{2}$ 1.i. $52^{\prime}, 53^{\prime}$; 1.ii. $46^{\prime}$, 47'; 4.ii. 30'
$\mathrm{u}_{4} \quad \mathrm{u}_{4} \mathrm{kur}_{2}-$ še $_{3}$ (1.i. 56', 1.iv. 11', 3.iv. 35'; 4.i. 28'; 4.ii. 8'); $u_{4}-1-\mathrm{e} \mathrm{i}_{3}-\mathrm{ar}_{3}-\mathrm{e}$ (3.ii. $26^{\prime}$ )
$u_{5}$ 2.ii. $7^{\prime}$
ugu ~ tuku ugu PN bi $i_{2}$-in-tuku-a (1.i. $45^{\prime}-46^{\prime}$; 3.i. $15^{\prime}-16^{\prime}$ ); ugu-ne li-$\mathrm{bi}_{2}$-in-tuku-a (4.ii. 37')
ugula dam-gar 3 1.i. 63'; 1.iii. 56'
ulutin-bi-še ${ }_{3}$ 1.i. $23^{\prime}, 26^{\prime}$
um-mi-a 4.iii. 4'
${ }^{n a 4} u^{\prime} r_{5}$ ad-bar šu $\mathrm{se}_{3}$-ga 4.iii. $24^{\prime}-25^{\prime}$
urdu ${ }_{2} \quad u r d u_{2}-\hat{g}_{10} n u-n a-a b-b e_{2}-a$ (4.iv. $34^{\prime}$ ); $\operatorname{urdu}_{2}-\hat{g} u_{10} n u-u b-b e_{2}-a$ (3.iv. $37^{\prime}-38^{\prime}$ ); nam-urdu ${ }_{2}$-da-nise $_{3}$ (4.ii. $15^{\prime}$ ); nam-urdu ${ }_{2}$-da-ni-ta (4.ii. $3^{\prime}$ )
$u_{2}-\mathrm{a}-\mathrm{du}$ 3.iii. $23^{\prime}$, $37^{\prime}$
zi-r zi-re-dam (1.i. 57')
$\mathrm{ziz}_{2}$-da 1.ii. $48^{\prime}$
$\mathrm{zu}_{2}$-keše ${ }_{2}$ 1.ii. $38^{\prime}$, $39^{\prime}$


[^0]:    ${ }^{1}$ The writer owes a debt of gratitude to M. Roth for her kindness and helpfulness in the enlightening discussions in Paris during the RAI 2009; moreover her Ph.D. dissertation (see fn. 3 below) was absolutely essential to the understanding of the model contracts here published. I also wish to express my gratitude to M. Stol, who offered many valuable suggestions for interpreting obscure passages, and to B. Foster, who kindly placed at my disposal some unpublished material held in the Babylonian Collection in the University of Yale. A heartfelt thanks goes to Prof. F. D'Agostino for his support in the preparation of this study and for his revision of the manuscript. Mrs. Politi has revised the English form of the article and for this I want to thank her warmly (obviously I bear the full responsibility for any mistakes or inaccuracies). A special thanks is due to W. Sallaberger for his kind hospitality during my stay at the Library of the Institut für Assyriologie und Hethitologie in Munich (August 2009) and for having accepted this work in ZA; his insightful remarks greatly improved the edition of this document.
    ${ }^{2}$ It is important to underline that in NBC 7800 (see fn. 11 below) the colophon shows a dedication to the goddess Nisaba, which clearly denotes its belonging to the scribal tradition (see also W. R. Bodine, YBC 6996: A Name List from a Mesopotamian School, JANES 30 [2006] 19 and fns.).
    ${ }^{3}$ See M. T. Roth, Scholastic Tradition and Mesopotamian Law: a Study of FLP 11287, a Prism in the Collection of the Free Library of Philadelphia (1979) (from now on Roth): it is the most extensive discussion of model contracts known to me.

[^1]:    ${ }^{4}$ On prisms see B. Studevent-Hickman, R1A 11, s.v. Prisma, 4-6.
    ${ }^{5}$ The exact measurements are: side 1: $25.4 \times 9.5 \mathrm{~cm}$; side 2: $25.5 \times 9.9 \mathrm{~cm}$; side 3: $25.4 \times$ 9.5 cm ; side 4: $25.1 \times 9.9 \mathrm{~cm}$.
    ${ }^{6}$ See, for example, the first column in side 1 , in which we can count 63 lines (we have to suppose a 3 -lines restoration at the top of the column and another 4 -lines restoration between line 32 and 37).
    ${ }^{7}$ There is the possibility that it was hung from the ceiling and read by rotating it horizontally; the same device is to be found in the Cylinders of Gudea (on the vertical reading of cuneiform script until the Kassite period see most recently M. Fitzgerald, pisan dub-ba and the Direction of Cuneiform Script, CDLB 2003, 2, http://cdli.ucla.edu/ pubs/cdlb/2003/002.html; see also B. Studevent-Hickman, The Ninety-degree Rotation of the Cuneiform Script, in J. Cheng/M. H. Feldman [eds.], Ancient Near Eastern Art in Context. Studies in Honor of Irene J. Winter by Her Students [Leiden/Boston 2007] 485 ff .).
    ${ }^{8}$ No colophon was written on our prism, because the place where the colophon should be expected is blank (end of the $4^{\text {th }}$ column of the $4^{\text {th }}$ side); for the colophons in this kind of documents see the considerations of W. W. Hallo, Toward a History of Sumerian Literature, AS 20 (1975) 195-96 and fns.

[^2]:    ${ }^{9}$ W. W. Hallo was the first to use this term by applying it to such compositions as "the Nippur homicide trial" and "the rape of a slave girl and the divorce trial" (The Slandered Bride, in: R. D. Biggs/J. A. Brinkman [eds.], Studies presented to A. Leo Oppenheim [Chicago 1964] 105, repub. in Toward the Image of Tammuz, 198 ff .). He later returned to the question of genre and explained that such documents are qualified as literary because they are preserved in multiple copies, grouped on collective tablets, and formally distinct from actual juridical documents by the absence of witnesses and date (A Model Court Case Concerning Inheritance, in: T. Abusch [eds.], Riches Hidden in Secret Places. Ancient Near Eastern Studies in Memory of Thorkild Jacobsen [Winona Lake 2002] 141-54).
    ${ }^{10}$ See P. Steinkeller, Seal Practice in the Ur III Period, in McG. Gibson/R. D. Biggs [eds.], Seals and Sealings in the Ancient Near East (Malibu 1976) 48-49.
    ${ }^{11}$ Stephen Lieberman, at the time of his untimely death, was preparing (in collaboration with W. W. Hallo) an edition of the model contracts and model court documents, as a part of what he called the Manual of Legal Forms. However, additions continue to be made to this corpus: see Hallo, A Model Court Case, and J. Klein/T. M. Sharlach, A Collection of Model Court Cases from Old Babylonian Nippur (CBS 11324), ZA 97 (2007) 1-25. Two unpublished texts, YBC 11121 and NBC 7800, are related directly to the collection of model contracts: they are two "Sammelurkunden containing contracts of various kinds" (see W. Bodine, A Model Contract of an Exchange/Sale Transaction, in T. Abusch et al. [eds.], Historiography in the Cuneiform World. Proceedings of the XLVe Rencontre Assyriologique Internationale [Bethesda 2001] 42).
    12 The only witnesses cited in the document here published are those which are attested in §41, where the names are part of the literary tradition of that particular contract.

[^3]:    ${ }^{13}$ See S. Lieberman, Nippur: City of Decisions, in M. de Jong Ellis (ed.), Nippur at the Centennial. Papers read at the $35^{e}$ Rencontre Assyriologique Internationale, Philadelphia 1988 (Philadelphia 1992) 130, n. 18; W. W. Hallo, Toward a History (fn.8) 195-96. The same expression is to be found in M. Wilson, Education in the Earliest Schools. Cuneiform manuscripts in the Cotsen Collection (Los Angeles 2008) Text 180. A formula of this kind is included in Ai. VI iii 47-48.
    ${ }^{14}$ See M. Civil, Appendix A: Cuneiform Texts, in McG. Gibson, Excavations at Nippur: Eleventh Season (Chicago 1975) 130.
    ${ }^{15}$ The same device appears in NBC 7800 and M. Wilson, Education (fn. 13) Text 180.

[^4]:    ${ }^{16}$ The text of this contract is written with an unusually wide spacing between signs and lines.
    ${ }^{17}$ For this terminology see A. Skaist, The Old Babylonian Loan Contract. Its History and Geography (Ramat Gan 1994) (from now on: Skaist).

[^5]:    ${ }^{18}$ This is a rare variant of the $\mathrm{u}_{4}$ buru ${ }_{14}-$ se $_{3}$ formula, which is the standard one in the OB loan contracts; see the commentary at $\$ 14$.
    ${ }^{19}$ For an analysis of the use of this expression see Roth (fn. 3) 79 and 287-303; see also D. Charpin, Le clergé d'Ur au siècle d'Hammurabi (XIXe-XVIIIe siècles av. J. C.). Hautes Études Orientales 22 (Genève/Paris 1986) 480.
    ${ }^{20}$ A detailed analysis about the geographical and historical distribution of these verbs is in Skaist, 195 ff .

[^6]:    ${ }^{21}$ The first column indicates the running numbers of the lines through each side of the prism, counted separately in each column; the second column (in bold), instead, indicates the number of the lines in each section (to these the notes in the commentary relate); where the surface is broken or eroded, the probable number of lost lines is indicated.

