

## A VERDICT OF THE CITY ASSEMBLY OF ASSUR (KT 92/K 491)

KLAAS R. VEENHOF

### 1. The text of the verdict

Recently M. Çayır published a verdict of the City Assembly of Assur, Kt 92/k 491, from the last phase of *kārum* Kanesh level II, dated to eponymy year REL 134.<sup>1</sup> Where this *editio princeps* limits itself to editing it in transcription and translation, its unique subject matter asks for an analysis that is offered here. I use this opportunity to study also the information provided on where and before which divine emblems in the OA society verdicts were passed and oaths sworn. The letter reads in translation:

*The City passed the following verdict before the two large sikkatum's in the holy precinct: "The tablet<sup>5</sup> with the verdict of the City, the deed of sale of the house with the seal of the limum,<sup>9</sup> and the tablet of the revenues – <sup>11</sup>the ruler (of Assur) will seal (them) and then they will enter the City Office. Within <sup>15</sup>one year the sons of Šu-Ištar, son of Luzina, and of Dadāya, son of Aššur-imitti, <sup>19</sup>shall come (to Assur) and according to (the outcome of) their discussion <sup>22</sup>the daughter of Šu-Ištar and the daughter of Dadāya <sup>24</sup>will enjoy the rent of the house. <sup>25</sup>If they do not come to [the City] within one year, the daughter of Šu-Ištar and the daughter of Dadāya <sup>28</sup>will again appeal to the City and it will give a binding instruction.*

<sup>30</sup>Month IX, eponymy of <sup>32</sup>Dān-Ea. Aššur-taklāku, <sup>33</sup>son of Sîn-nāšir, is the one who solved <sup>34</sup>the case. Copy of the tablet of the City".<sup>2</sup>

### Notes on the text

**6-7.** The deed of sale is called a "tablet of quittance of the price of the house" (*tuppum ša šim bētim ša šabā'ē*). This OA type of contract records a sale by stating that the seller has been paid in full for what he sold, "has been satisfied" (*šabbū*); B. Kienast, *Das altassyrische Kaufvertragsrecht* (Stuttgart 1984) 43f., calls it a "Kaufpreisquittung".

**20-21.** *Kīma e-ta-wu*, "according to what they (scil. their brothers) will discuss", a present tense, *ētawwū*; *kīma* indicates that the outcome of the negotiations will decide on the rent they will receive.

**21.** As noted in *CAD I/J* 44 s.v. *igrū*, a), 1', and *RIA* 8 (1993-7) s.v. "Miete. C", OA uses *igrū* also for the rent paid for objects, including houses. See for the renting of houses also K.R. Veenhof, "Houses in the Ancient City of Assur", in: B. S. Düring *et al.* (eds.), *Correlates of Complexity. Essays ... Dedicated to Diederik J.W. Meijer in Honour of his 65th Birthday*, PIHANS 116 (Leiden 2011), 227-8, on

<sup>1</sup> Çayır 2008, 119f., no. 3.

<sup>2</sup> Transcription: *ālum dīnam / mahar 2<sup>gr</sup>KAK<sup>en</sup> GAL<sup>en</sup> / ina hamrim / idīnma : tuppum<sup>5</sup> ša dīn ālim<sup>ki</sup> / tuppum ša šim / bētim ša šabā'ē / ša kunuk līmi[m] / ù tuppum<sup>10</sup> ša malqiātīm / rubā'um / ikannakma / ana bēt ālim<sup>ki</sup> / errubū : ana<sup>rev.15</sup> ištēt šattim mer'ū / Šu-Ištar merā Luzina / ù mer'ū Dadāya / merā Aššur-imitti / illukūnimma<sup>20</sup> mahar ālim kīma / ētawwū i[gr]ē / bētim mer'at Šu-[Ištar] / ù mer'at Dadā[ya] / ekkalā : ana [a-lim<sup>2</sup> šu]-ma<sup>2</sup> <sup>25</sup>ištēt šattim lā illikūnim / mer'at Šu-Ištar / ù mer'at Dadāya / iturrānimma / ālum ušahhaz<sup>30</sup> warah Kanmarta / limum / left<sup>edge</sup>Dān-Ea Aššur-taklāku / merā Sîn-nāšir pāšer / awātīm meher tuppim ša ālim<sup>ki</sup>.*

the purchase of a house in Assur by Pūšu-kēn (Sch. 22:1-15 = RA 58 [1964], 125-6) that later (see VS 26, 42:3-4) was let for a sum of 1½ minas of silver (no term mentioned).

24. *Akālum*, “to enjoy”, “to obtain (and use) as one’s share”, occurs in OA in particular with profit (*nēmulum*) as object, see CAD A/I s.v. 251, 2, a), 1’. For the meaning “to have usufruct of”, that is to own and receive the yield of something without possessing it, used especially of real estate in OB, CAD A/I (252, c) does not register OA examples. It is used when somebody is assigned the interest on what is loaned out, e.g. Kt 87/k 504 rev.:9’ (courtesy of K. Hecker), “loan 1 talent of copper against interest and let his folks enjoy (what) it (yields)” (*ana šibtim*<sup>10</sup> *dināma nišūšu lēkulā*). In Kt 94/k 366 (courtesy of G. Barjamovic) a debtor is told: “You can sell your pledge, which is with the lady, on your own authority and then she will enjoy it(s) yield) as her interest” (*šapartaka*<sup>18</sup> *ša ašar awiltim*<sup>1</sup> *ibaššiu* : *ana etalluttika*<sup>20</sup> *taddanma ana*<sup>21</sup> *šibtīšama takkal*). The best example is in a last will, ‘tablette Thierry’:29,<sup>3</sup> where the male heirs “shall put 5 minas of silver at interest and she and her mother will enjoy the interest on it” (*5 mana’ē kaspim aššibtim*<sup>28</sup> *inaddiūma šibassu šit*<sup>1</sup> *29u ummaša ekkalā*).

The second half of l. 24 is unclear due to a break and my tentative restoration *a-na* [*a-lim*<sup>ki</sup> *šu*]-*ma*<sup>1</sup> is uncertain; I admit that one would expect *šumma* before *ana*, but the general meaning fits.

28. While *tuārum* may mean simply “to turn / to appeal to”, it can also have the more explicit meaning of “to turn *again* to”. This is likely here, because the ladies, when the brothers fail to do what they had been ordered, will make a new appeal, which in fact could be a third appeal. The first must have resulted in the “tablet with the verdict of the City”, mentioned in lines 4f., and the second in the present verdict, on the assumption that they had made the earlier appeals.

34. Copies made of verdicts of the City, especially of those sent to the administration of the *kārum*, are not rare. They were apparently made because both parties involved in a conflict to which it applied and possibly others (partners, relatives, business associates) needed to be informed on what the city had decided and the actions that accordingly had to be taken. Such verdicts are therefore also regularly mentioned and quoted in letters. See for this issue of copies or duplicates of such verdicts my observations in the forthcoming article mentioned in note 13.

## 2. Procedure and location

### 2.1. *hamrum*

The verdict was passed in the *hamrum*, the “sacred precinct”, also mentioned in judicial records that report on the swearing of oaths. The word is frequent in OA and appears occasionally in texts from other places and later periods. In an OB letter from Tell Harmal<sup>4</sup> and in MAss sources a *bēt hamri* of the god Adad is mentioned several times. CAD H 70, s.v. *hamru* A, did not yet know the OB and OA occurrences,<sup>5</sup> but the word has since been studied in detail by D. Schwemer,<sup>6</sup> who also presented data from administrative texts from Tell Leilan, in one of which wine was delivered “for the god [...], when the king pronounced an oath in the *hamrum*” (*inūma LUGAL [nī]š DINGIR hamram izkuru*).<sup>7</sup> Although the etymology of the word remains elusive, he could conclude (p. 255f.) that *hamrum* denotes “eine seit dem

<sup>3</sup> Edited by P. Garelli in RA 60 (1966) 132-35.

<sup>4</sup> *Sumer* 14 (1958) 44, no. 22:7: “On the first auspicious day, which is the 16<sup>th</sup> (of this month) ..., Adad will leave for the *hamrum*” (A. *ana hamrim ušši*).

<sup>5</sup> A first OA reference, from an “unpubl. OA tablet”, supplied by Matouš (later published as ICK 1, 182), was presented in CAD vol. G, 152, in a supplement to vol. H.

<sup>6</sup> *Die Wettergottgestalten Mesopotamiens und Nordsyriens im Zeitalter der Keilschriftkulturen* (Wiesbaden 2001), 245-256.

<sup>7</sup> See Schwemer, *Wettergottgestalten* 252-3. Other texts mention the delivery of wine “to the *hamrum*, at the disposal of (IGI) the king, in the temple of [...]” (*ana hamrim IGI LUGAL ina É* ...) and “offerings of the king in the *hamrum* at the time of the *hiyaru*-(festival)”.

frühen zweiten Jahrtausend in Nordbabylonien und Obermesopotamien bezeugte Institution ..., die vielfach mit der Eidesleistung und anderen gerechtlchen Vorgängen verbunden ist. Ein *hamru(m)* lag offenbar in der Regel auf der Stadtgrenze in einem Torbereich oder gar außerhalb der Stadt selbst; der *hamru(m)* ist jedenfalls nicht unmittelbar in die Heiligtümer der Gottheiten integriert, die man ihm zuordnet. Die Gottheiten und Kultsymbole, die in einem *hamru(m)* verehrt werden, sind diejenigen, zu deren Zuständigkeiten typischerweise der Schutz des Eides, das Rechtswesen und die Vorzeichenschau gehören". This applies to Aššur in the Old Assyrian period, apart from the connection with divination and omens.

In OA sources *hamrum* occurs exclusively in the context of passing verdicts and swearing oaths.<sup>8</sup> In Kanesh the *hamrum* is said to be "at the Gate of the God" (*bāb ilim*, an adverbial accusative) and we have to realize that *bābum*, "gate", is not just the entrance to a building, but includes the area inside its gate and probably also space in front of it, which provides room for meetings and legal activities. From OB sources we know a *bāb dajjānī*, where legal actions took place, and "gates" of various gods where oaths were sworn. That the OA *bāb ilim* was more than just (the entrance to) a gate is clear from the fact that we twice read that the plenary assembly of the *kārum* (*kārum šaher rabi*) met there, which implies room for at least a few dozen people. In AKT 6, 126:11-13 this happened to handle an appeal by plaintiffs, and in Prag I 445:1-4 a verdict was passed there "before the dagger of Aššur". Kt n/k 32:31-32 (see *Fs. M.T. Larsen*, 166) mentions that in Kanesh persons acting as witnesses "were standing in the *hamrum*, at the Gate of the God, before the dagger of Aššur".<sup>9</sup> The dagger (*patrum*), Aššur's sacred symbol, must have been kept, together with the god's statue, in a cella or shrine, as was the case in *kārum* of Uršu, where, as the letter SUP 7 reports,<sup>10</sup> thieves stole it together with "the golden sun on Aššur's breast". The "Gate of the God", where the *hamrum* was situated, in Kanesh and in Assur must have been the entrance to Aššur's shrine or temple.<sup>11</sup> Some texts mention that the "dagger was brought out" (*šēšu'um*), scil. of the shrine or cella, to an apparently adjoining space or room, to which those who had to swear "were brought down" (*šērudum*) and witnesses "appear" before it (AKT 7, 279:13, *šībū mahar GÍR ēliū*), to "grasp it" (*šabātum*) in the presence of court witnesses, who could "hear their statement".<sup>12</sup> We assume that Aššur's shrine and the "Gate of the God" in Kanesh were part of the "*kārum* house", the centre of the Assyrian administrative activities, but since it has not been found its lay-out is unknown.

<sup>8</sup> It is not mentioned in the inscription of Erišum, discovered at Kültepe (*RIMA* 1, 20-21), the second half of which is devoted to the administration of justice.

<sup>9</sup> See also Dercksen, *OAI* 101.

<sup>10</sup> See for this letter *OACC* 261f., and K. Hecker, in: *TUAT* NF 3, 86, no. 4.2.

<sup>11</sup> "Der Aššur-Tempel nach altassyrischen Urkunden aus Kültepe", in: M. Heerma van Voss *et al.* (eds.), *Travels in the World of the Old Testament. Studies Presented to Professor M.A. Beek* (Assen 1974) 181-189. Dercksen, *OAI* 101 with note 310, equates it with *bāb Aššur*, which occurs twice, once as the place where a debt-note was drawn up (Kt 83/k 164) and once (in Kt 88/k 1050, see *JEOL* 32 [1993] 89f.) as the place where the yield of the forced sale of the house of a defaulting Anatolian was divided among his Anatolian creditors (first witness: Kanunū, priest of Aššur), both actions with legal implications, which may have required oaths.

<sup>12</sup> See for evidence *OALP* 198. In Kt 94/k 324: 2-3 the *šugarriā'um* of Aššur was grasped. Two texts state that Aššur's dagger was "placed in the hands" of persons who have to swear (*GÍR ša Aššur ana qātē PN šakānum*), AKT 3, 92:22-23 and Kt f/k 101:28-9 (courtesy of L. Umur).

While several verdicts of the City state that they were passed in Aššur’s *hamrum*,<sup>13</sup> many also do not mention this locale. Adding it apparently was a matter of the scribe’s choice and the same can be observed in texts recording verdicts by colonial courts in Anatolia. Of the ca. 80 such texts known today only very few mention the *hamrum* (e.g. Prag I 445:1-4) and most of them also do not record that the verdict was passed “before the dagger of Aššur” (*mahar patrim ša Aššur*).<sup>14</sup> Both facts were common knowledge and mentioning them did not make a verdict more important or binding.

## 2.2. *mušlālum*

In Assur the scribes of the City Assembly and of the ruler did not mention that verdicts were passed in the *mušlālū*, “the Step Gate”, although, according to the inscription of king Erišum, this was the locale where “the seven (divine) judges pass verdicts” and people went to find justice.<sup>15</sup> It has not been identified by the excavators,<sup>16</sup> also because the statues of the “divine judges” seem to have been removed later to another location in the Assur temple, called “The House of the Divine Judges” (*bēt dDajjānē*).<sup>17</sup> But while official verdicts do not mention it, some traders in their letters do (always in the singular, while Erišum uses the plural), as the place of judgment. In Kt c/k 904 (see *CAD M/II*, s.v.) we read that a man was satisfied “in accordance with the verdict of the judges, which they passed in the *mušlālīm*” (lines 3-7) and in Kt 88/k 112 (*ArchAn.* 2 [1996] 21-22) a man speaks of “the silver about which our father prevailed over you<sup>plur</sup> in a trial in the *mušlālum*” (*ša ina mušlālīm ṽabuni iddīnim ṽil’e’ukununi*). In Kt n/k 511 (courtesy of C. Günbattu) a party in a conflict declares

<sup>13</sup> AKT 2, 21 (// Kt n/k 1384); AKT 6, 116; ICK 1, 182; Prag I 765; Kt b/k 180 (S. Çeçen in *DTCFD* 34, [1990] 44-45); Kt n/k 1570 (H. Sever in *DTCFD* 34 [1990] 254-5); and Kt 93/k 94:2'-3' (courtesy of C. Michel). See for more evidence my contribution “A Verdict of the Assembly of the Old Assyrian City-State” to the forthcoming *Festschrift* for Helmut Freydank.

<sup>14</sup> In only 10 of the 80 verdicts “in the presence of the dagger of Aššur” is mentioned. It occurs only once in a verdict of a trading station (*wabartum*, that of Hanaknak, in Kt k/k 70), twice in one of an unidentified *kārum* (Kt 86/k 218 and CCT 5, 18d, and in the latter without “of Aššur”, as in the verdict of the plenary *kārum* Šimala, Kt c/k 643), and seven times with a verdict of “the plenary *kārum*”.

<sup>15</sup> *RIMA* 1, 20-21, lines 48-49, [7 *dajj*]ānū ša dīnam ina / [mušlāl]ē idinnū; lines 54-55 probably mention a plaintiff “who [goes] to the *mušlālū*” and obtains the support of an attorney. *Mušlālū* as an institution or locale occurs once outside Assyrian sources, in the letter *AbB* 5, 156:17, *dīn mušlālīm ittišu lūdīn*, “I will conduct a *mušlālū*-lawsuit with him”. Kraus notes that the letter might originate from Assur (repeated in *CAD M/II* s.v. *mušlālū*) and that its writer and addressee are identical to those of *AbB* 11, 1, found in Nippur. The ductus, spelling and grammar of these letters are “early Old Babylonian” and Westenholz (*BiOr* 35 [1978] 163 note 25) observes “some Assyrian influence”. But the texts are not OA, notwithstanding the spelling *dī-in* .... *lu-dī-in*, the repeated use of GA for *kā*, the use of *ula*, for they also use *il* (not *il<sub>s</sub>*), *i-ti-šu* (not *ištišu*), *ašrakiam* (not *ašrākam*), *na-a-ti* (not *na(-a)-dī*), the subjunctive *i-la-kā-na* (not *illakanni*), etc. The writer was not a professional, as shown by the syllabic spellings such as *Ni-pu-ru* and *e-kā-la-am*, the use of *i* (in *i-lum*, *i-na*, *i-la-kā-na*), and the curious spelling of the name of the sender (*i-bi/bī-DINGIR/i-lum*). It is therefore doubtful to explain the intention of conducting a *dīn mušlālīm* as proof that he would do that in Assur. In itself it is, of course, not impossible that such a building with such a function (there is no convincing etymology for its name) existed also in other cities.

<sup>16</sup> According to an inscription of Adad-nirārī I (*RIMA* 1, A.0.76.7:35-44) the *mušlālū* was situated “before/ opposite (*tarši*) the Gate of the Oath of the God of the Land and the Gate of the Judges”, but this does not help to identify its location.

<sup>17</sup> See Van Driel, *The Cult of Assur* (Assen 1969) 17 and 44-45, who assumes this was done by Aššur-uballiṣ I, who (according to the inscription *RIMA* 1, Shalmaneser I, 5, who restored it) must have built the new “Chapel of the Divine Judges”, although their old location probably continued to be called after them. Van Driel also suggests that their removal may have been the work of Šamšī-Adad I, since the plan of the temple laid out by him did not change until the reign of Sennacherib.

in connection with a debt claim: “Let us then negotiate in the *mušlālum* on the basis of your<sup>plur</sup> tablet”.<sup>18</sup> Since the legal conflicts mentioned in these three texts are of a type attested in many records and there thus is no obvious reason why they would have been tried in another building, we may assume that their verdicts also were passed in “the *hamrum* at the Gate of the God”. This agrees with the fact that Kt 00/k 16 l.e.e. designates the men who were “seized” as judges and passed a verdict (*dīnam diānum*) – as is documented in several judiciary records – as “these men were those of the Step Gate” (*awīlū anniūtum šu[nu] / ša mušlālim*).<sup>19</sup>

In Assur this locale was situated “behind the temple of Aššur”, for the trader who in Kt n/k 511 proposed “to negotiate in the *mušlālum*” told his opponents in the closely related letter Kt n/k 1365:36 (courtesy S. Çeçen), “Come, negotiate (with me) behind the temple of Aššur” (*warkē bēt Aššur atawwā*). The same words are used in Kt 94/k 350:12 (*warkē bēt Aššur atwū*) and in Kt 94/k 480:8 (both courtesy of G. Barjamovic) we read: “I am ready to render account to you (*awātam laddinakkum*) behind the temple of Aššur”. According to *EL* 244:6-7 a committee of five judges decided about an inheritance “behind Aššur’s temple” and this temple is also the place where according to CCT 6, 11b:30 a man “was led down” (*šērudum*) to swear or to testify under oath,<sup>20</sup> just like in other judicial records persons “are led down” to the Gate of the God for that purpose.<sup>21</sup> This shows that the building “behind Aššur’s temple” must be identical to the “*hamrum* at the Gate of the God” and was (an essential part of) the *mušlālum*.<sup>22</sup> But this information does not allow us to identify it on a map of ancient Assur.

### 2.3. The symbols or emblems of divine Aššur

Another difference between the texts of verdicts of a *kārum* and those of the City Assembly, is that while we often read that the former were passed “before the dagger of Aššur”, this symbol is not mentioned in verdicts of the City. If details are given we are told that they were passed in the *hamrum* before a divine symbol or emblem called (2) <sup>giš</sup>KAK<sup>en</sup> GAL<sup>en</sup>, “the two great *sikkatum*’s”. We are thus faced with the fact that OA verdicts are passed before a) Aššur’s dagger or sword (*patrum*),<sup>23</sup> b) before his *šugarriā’um* (also in the dual and plural; in what follows *š.*) and c) before the 2 <sup>giš</sup>KAK<sup>en</sup> GAL<sup>en</sup>. Of these a) is by far the most frequent, also because it is mentioned when oaths are sworn.<sup>24</sup> The occurrence of three objects

<sup>18</sup> *Ana ṭuppēkunu* <sup>30</sup>*ina mušlālim lū nētuwwu*.

<sup>19</sup> See for this text *OALP* 328-9, note 1029.

<sup>20</sup> “You have interrogated me and *ana* [ ..... ] <sup>30</sup> *ana bēt Aššur tušēridi*”.

<sup>21</sup> See for the use of this verb *OALP* 197 note 674.

<sup>22</sup> Hertel (*OALP* 83, text 5 with note 355) by joining VS 26, 80 with VS 26, 122 discovered an occurrence of “the 7 judges of the temple of Aššur”, later in the text also designated as “the judges of the house/temple” (*dajjānū ša bētim*). Was this a group of seven human judges or a reference to the “seven divine judges” of the *mušlālum*, mentioned in Erišum’s inscription? If the latter, it would mean that a judgment in this sacred place by human judges was tantamount to a divine judgment.

<sup>23</sup> The traditional translation of GĪR/*patrum* by “dagger” may suggest a too small object. The “votive sword with Old Assyrian inscription”, published by H.G. Güterbock in *Fs. B. Landsberger* 197-8, with plates XIII-XV, whose inscription calls it a GĪR, has an overall length of 109 cm (including a hilt of 25 cm) and weighs more than 5 kilograms (according to its inscription 12 minas).

<sup>24</sup> A further detail is that according to two texts, when men and women each have to swear, the men do so by Aššur’s dagger and the women by the *huppum*, a hoop or tambourine, of Ištar, see the note on AKT 8, 210:15 and C. Michel, “Hommes et femmes prêtent serment à l’époque paléo-assyrienne”, *Méditerranées* 10-11 (1997) 105-23.

does not mean that there was a choice between them, for Aššur's dagger is never mentioned in verdicts of the City and "the great *sikkatum*'s" never in one of the colonies. In the colonies, in connection with oaths and verdicts we meet both Aššur's dagger and his *š*. This is in itself not surprising, because in the Old Babylonian period in such contexts some gods (e.g. Šamaš) may appear and be represented by different emblems or symbols.<sup>25</sup>

### 2.3.1. *šugarriā'um*

This word (henceforth *š*.) appears in the singular, dual and plural, always with the qualification "of Aššur". It typically occurs, as an alternative to Aššur's dagger, when a testimony under oath has to be given by witnesses, mediators or judges, who had attended or been involved in a legal confrontation and now have to testify about it either for a court of a colony (*kārum*) or one of a smaller trading station (*wabartum*). Hertel (*OALP*) calls this "the testimony procedure", identified by the formula "The *kārum/wabartum* of ..... gave us and before (*mahar*) Aššur's dagger / *š*. we gave our testimony". The record of such an oath can be called "tablet of our testimony which (was given) before Aššur's dagger / *š*". *OALP* Appendix 1.1-4 offers an impressive list of ca. 460 of these testimonies, to which I can add 30 more from various sources.<sup>26</sup>

Since the list in *OALP* does not mention before<sup>27</sup> which of Aššur's two symbols the oath was sworn, I present here a short overview. The great majority of the testimonies was given before Aššur's dagger (*patrum*), but in ca. 60 cases (ca. 12%) it was his *š*. Why in some cases the dagger was used and in others the *š*. is not known, for the difference does not seem to depend on the subject matter of the case. Sixteen different trading stations figure in 50 testimonies and in ca. 25% of them Aššur's *š*. was used. Of the testimonies demanded by a *kārum* ca. 60% were given in *kārum* Kanesh, the administrative headquarter of the OA colonial society and the source of nearly all of our texts, and in 20 of these (ca. 8%) the oath was sworn by Aššur's *š*. This could suggest that Aššur's dagger was more often used in the larger colonies, with perhaps bigger courts of law, but the statistics are not conclusive and the overrepresentation of *kārum* Kanesh may distort the figures. If the importance of the trial or court was a factor it is difficult to explain why even during seven sessions of the plenary *kārum* Kanesh (*kārum ša her rabi*, listed in *OALP* Appendix 1.2) the god's *š*. was used.<sup>28</sup> Note also that in the fairly unknown and presumably small trading station of Upē we have a testimony before the dagger and two before the *š*. (AKT 3, 55-57), in the trading stations of Ulama

<sup>25</sup> See my observations in *Fs C. Wilcke*, 323-8 (in note 14 on p. 323, instead of *išrat* one has to read URUDU. ŠEN.TAB.BA = *pāštu*).

<sup>26</sup> Not all texts listed can be used; in some the emblem or symbol is not mentioned, in others damage obscures which of the two was used. [Several texts in the new volume AKT 7-a mention a testimony before Aššur's dagger, all in Kaneš, but none before his *š*.]

<sup>27</sup> The construction which has the symbol by which one swears in the accusative, "to swear by", is rare (see for *patrum* CAD T, 163, b, 1', the text on the bulla Kt 88/k 1058:3 and below, note 35; for *š*. KTS 13b:17, *šugarriā'am ... litma*) and it does not occur in the "testimonia formula". It is a variant of the more common *ina patrim/šugarriā'im tamā'um* (see for *patrum* EL 281:15 and Kt 86/k 155 = AKT 8, 210bis B:4, etc., and for *š*. AKT 8, 173:5-7). Note also the use of the D-stem of *tamā'um* with a double accusative, e.g. AKT 6, 202:16, GÍR ša Aššur utammišunu, "he made them swear by Aššur's dagger", and HG 74 (RA 51 [1957] 2):33, awilam GÍR ša Aššur tammi.

<sup>28</sup> CTMMA 1, 87; Kt f/k 131; Kt k/k 116; Kt m/k 28; Kt 87/k 275/k; Kt 88/k 1047; Kt 89/k 286; TC 2, 75 (similarly in Wahššana in AKT 3, 51 and Kt 87/k 294).

(Kt m/k 137 and Kt n/k 1801) and Hanaknak both symbols were also used, the dagger in *EL* 260 and Kt k/k 70 and the *š.* in Kt a/k 1258 and Kt k/k/91. This is also the case in the few testimonies from the younger period of *kārum* Kanesh level Ib, as shown by examples from Kanesh, Hattuš and Ališar (Amkuwa).<sup>29</sup>

Not only the choice between the dagger and the *š.* is mysterious, this applies also to the distinction between the singular, dual and plural of *š.* (*mahar šu-ga-ri-a-im/ēn/ē*). Among the 60 occurrences of the word I counted 27 singulars, 21 duals and 12 plurals. That in Kt c/k 848 (courtesy of J.G. Dercksen), recording a testimony given in Zalpa, the envelope (l. 3') has the singular (*šu-ga-ri-a-i[m]*) and the tablet the dual (*šu-ga-ri-a-en<sub>6</sub>*), suggests that the distinction is purely linguistic and relates to the nature of the object. It may have been a composite item, whose rendering could focus on its components or consider it as a whole. Its etymology is unclear, but *š.* in OA is also attested as a household utensil, presumably made of metal (copper?). It occurs in CCT 4, 20a:5 after bronze pincers (*allunātum*) and before forks<sup>2</sup> (*mazlugū*) and spoons or ladles (*itqurātum*),<sup>30</sup> and in *OIP* 27, 62:34 they also figure after “forks”. In a similar enumeration of objects qualified as *utuḫtum*, “household utensils”, in Prag I 705:7, *š.*'s are preceded by a type of container called *qablūtum*, tables (*paššūrū*) and forks<sup>2</sup> (*mazlugū*) and they are followed by *samalātum* (a kind of cup) and fleeces. In Kt m/k 69:23 two *š.*'s (dual) are mentioned after an ax or hatchet (*pāšum*), weighing 1 mina, and an *arzallum*.<sup>31</sup> Taking into account that in OA society women had to swear by the *huppum* of Ištar, a typically feminine object (see note 24), and men by Aššur's “dagger”, a typically male item, one expects *š.* to share that nature. J.G. Dercksen, *The Old Assyrian Copper Trade in Anatolia* (Leiden 1996) 240, translates the word “small knife”; it may have been an alternative to the (bigger and more fearsome) dagger (see note 23).

Since one swears either by Aššur's dagger (*patrum*) or by his *š.* and we are unable to find criteria for distinguishing their use and the preference for the one or the other, we might be inclined to consider *š.* a technical designation of an object that was usually simply called “dagger”. However, the only text in which both occur together makes this impossible. This is the treaty between the Assyrians and the ruler of Kanesh, where lines 88-89 demand of the ruler: “When you make an Assyrian swear an oath, you shall place before him the dagger *ú š.* [of Aššur]”.<sup>32</sup> Since we cannot assume that the ruler of Kanesh would confront an indicted Assyrian with two different symbols of his god, from which he could choose, *u* here must mean “or”. The main concern of the treaty was to save Assyrians from the rather intimidating Anatolian water ordeal and to make sure that, if an oath was imposed, they could swear in the Assyrian way, by Aššur's dagger *or* his *š.* Since the oath was imposed by the king of Kanesh

<sup>29</sup> Boğazköy: KBo 9, 27 le.e:2' (*šu-ga-ri-a-[...]*) ; Ališar: *OIP* 27, 3A le.e:1 (*šu-ga-ri-a-e<sup>1</sup>*); 28A:28 (*ibbāb DINGIR IGI šu-ga-ru-wa-e*); Šuppiluliyā: Bruxelles O 3684:32 (*Fs. E. Reiner* 111) and *UgFo* 7 (1975) 316 no. 2: 32 (*bāb DINGIR-li IGI šu-ga-ri-a-e*); Kaneš: Kt 89/k 362:26 (*bāb ilim IGI šu-ga-ri-a<sup>2</sup>-im ša Aššur*). But during this period *patrum*/GÍR is also used, both in *kārum* Wašhaniya (Kt n/k 27B:31) and in *kārum* Kaneš (Kt n/k 32:31-2, *ina hamrim bāb ilim IGI GÍR*).

<sup>30</sup> Some forks and *š.* together weigh 10 minas, but they could (also?) be cheap, 1 shekel for a *š.* (see the references in *CAD Š/III*, 197, a).

<sup>31</sup> See K. Hecker, in *Fs. M.T. Larsen* 286. *Arzallum* is an unknown object, also attested in AKT 6, 422:29, in broken context.

<sup>32</sup> [*Inū*]mi mera' Aššur ana mamītim taddununi GÍR ú šu-ga-ri-[a-.... ša Aššur ina mahrišu<sup>2</sup>] / [*lū ta*] šakkunušunni, see C. Günbatt in *Fs. M.T. Larsen* 253. Damage makes it unclear whether the text has *š.* in the singular, plural or dual.

during a trial that to all appearances was held in the palace, it may have been sworn there, which would imply that Aššur’s symbol had to be brought to the palace. But the person who had to swear could also have been led for this purpose to the *hamrum* of Aššur’s shrine in the “*kārum* house”, which may well have been situated on the city-mound.<sup>33</sup> However that may be, the records of the testimonies show that the dagger and the *š.* were present both in big colonies and in small trading stations, and both were certainly available in Kanesh. The choice which one to use therefore may have been determined by *ad hoc* factors, such as their availability there and then. Perhaps also the nature and weight of the oath or the ceremonies that surrounded it played a role. The ritual “purification” (*qaddušum*, *taqdīšum*) of the person swearing, mentioned in Prag I 681:26 (see *OALP* 323 with note 1016) may have mattered or a possible difference between simple assertory or promissory oaths and oaths introduced by “Hear, oh god/goddess of the oath”, followed by a long, carefully formulated oath in which various actions were confirmed or denied and which had to be heard by court witnesses present.<sup>34</sup>

These hypothetical suggestions need proof, which might turn up in new texts. I mention here, not because it solves our problem, but because it also deals with oaths, a text that came out while I was finishing this article, AKT 7-a, 294. In a testimony on a settlement of accounts between three men, the Assyrians A. and I. and the Anatolian Happuala, who disagree about certain payments of barley, we read (lines 14-19): “Happuala will drink the cup of their god and then A. will give 1½ mina of silver and [15] sacks of barley to I. and he will swear by the dagger of Aššur and then [x] sacks of barley will be deducted from the [y] sacks”.<sup>35</sup> The words “their god” suggest that the Anatolian, to confirm the reliability of his claim, has to drink from the cup of the god of the Assyrians, Aššur, perhaps because non-Assyrians were not supposed to swear by Aššur’s dagger.<sup>36</sup>

### 2.3.2. The “2 great *sikkatum*’s”

Our verdict mentions that it was passed “before the 2 <sup>giš</sup>KAK<sup>en</sup> GAL<sup>en</sup>”, a symbol of divine Aššur that we also meet in the verdicts AKT 6, 116:6; HAM 1983.97:4; Kt a/k 1009+1049:6; Kt c/k 1010:4; Kt 88/k 1059:3; Kt 92/k 491:2; Kt 92/557a/b:3; and Prag I 765: 1’. It is always followed by “in the *hamrum*” and the last four texts add the numeral “2”, while the phonetic complement *-en* identifies it as a dual.<sup>37</sup> On the basis of the lexical equation <sup>giš</sup>KAK

<sup>33</sup> Many questions remain concerning the swearing of the oath, notwithstanding Hertel’s acute observations. Was the dagger normally held by the hand of (the statue of) Aššur (assuming that there was an anthropomorphic statue of the god) and was it detached from his statue when it “was brought out” and the one to swear had “to seize” it? If not, the person to swear had to go to the *hamrum* of the god’s shrine, for it seems very unlikely that the god’s statue was brought to the palace.

<sup>34</sup> See for such oaths, K.R. Veenhof, “Old Assyrian Period”, in: R. Westbrook (ed.), *A History of Ancient Near Eastern Law*, vol. 1, Handbuch der Orientalistik Section 1, vol. 72/1 (Leiden 2003), 445-6, § 3.3.3 The Oath.

<sup>35</sup> H. *kāsam ša ilišunu* <sup>15</sup> *išattima 1½ mana kaspan* / [u 15] *naruq ŠE-am* / A. *ana* I. / [id]dan u patram ša [Aššur] / [it]ammama <sup>20</sup> [x]+6 *naruq ŠE-um i[na]* / [x] *naruq iṣahhe[r]*.

<sup>36</sup> Drinking from a god’s cup probably implied that a perjurer would be killed by what he drank. The use of a cup in an oath ceremony in OA is thus far only attested in the draft of a treaty (see C. Günbatti in *Fs. M.T. Larsen*, 250 note 8, lines 34-5), with a different symbolism. The ruler of an Anatolian town “filled his cup (presumably with blood) and poured it out” (*kāssu umallima itbuk*), to assure that his own blood will be poured out if he does not stick to what he has promised the Assyrian treaty partner.

<sup>37</sup> I know Kt a/k 1009+ from a transcription by Dercksen; Kt c/k 1010 was published by S. Çeçen in *DTCFD* 34 (1990) 46-47; the first lines of Kt 88/k 1049 were communicated by V. Donbaz in *Fs. K.R. Veenhof*, 92, IVc;



= *sikkatum* Larsen translated “in front of the two great pegs”, which was accepted by Hertel, *OALP* 35, 37. But it is not clear what these “pegs” were and none of the many meanings of *sikkatum* seems particularly appropriate, whether one expects an “emblem” characteristic for the god or a symbol that manifests his power that would strike the perjurer.<sup>38</sup> Here some new evidence from Mari may be helpful. In his study of its metallurgy L. Archipov, in *ARM* 32, 172-3, identifies *sikkātum* as “des objets précieux fonctionelles en bronze d’un outil”. He refers to A. 3141 (p. 180):1-4, “2½ minas of tin, 2½ minas of bronze 3their weight, 2 KAK. HIA 42 *šinnat habūtīm*”, which he interprets as a kind of hoe “muni de deux ‘clous de dents’”. This yields an instrument weighing some kilograms, which could inspire respect and warn those swearing the oath, but its true meaning remains illusive and it is not imperative that such an emblem or symbol has to serve as a deterrent, as the *huppum* of Ištar by which women swear shows. In OB oath ceremonies both a god’s “emblem” (*šurinnum*) and his “symbol” may play a role and while both make the god in a way physically present, both need not per se symbolize his power to punish the perjurer.<sup>39</sup> And the neat distribution between “the two great *sikkatum*’s” only in verdicts passed in Aššur and never in Anatolia, and the *šugarriā’um* never in Assur, argues against identifying them, as I had suggested earlier, and which Hertel correctly doubts (*OALP* 197 with note 670).<sup>40</sup>

### 3. *The conflict of Kt 92/k 491: widows, heritable daughters and houses*

The persons involved in the verdict are the sons and daughters of two different men and the issue is the usufruct of a house by these daughters. This suggests that the case had developed in consequence of a hereditary arrangement, in Old Assyrian normally determined by the last will of the *pater familias*, who could stipulate a division, whereby his widow and daughter(s) would receive a share in the inheritance, which could be a house.<sup>41</sup> But the position of young and unmarried, heritable daughters was not always easy. Letters (e.g. those of Pūšu-kēn’s eldest daughter Ahaha) provide evidence that their brothers, active in Anatolia and focused on their commercial activities, were not always helpful in executing what their father’s last will had stipulated (or was decided by judges if there was none, as seems to have been the case in *EL* 244). This required sending the revenues their father’s unfinished business to Assur in view of a liquidation and to satisfy investors, pay debts and see to it that the girls get their shares without delay. It is understandable that such heritable daughters were anxious to know what their fathers’ testaments had stipulated and wished to get control of what had been assigned to them, without being dependent on the goodwill of their brothers. When the

Kt 92/k 491 and 557 were published as Çayır 2008 nos 3 and 5; *H[arvard] A[rt] M[useum]* 1983.97 is available in *CDLJ* 2010.1. Çayır no. 5 and Kt c/k 1010 omit the second phonetic complement *-en*.

<sup>38</sup> The dual rules out an association with the contractually stipulated penalty of driving a peg into a person’s mouth attested both for the 2nd millennium BC (cf. *CAD* S 249, meaning d) and for 3rd millennium in references to punishing the fraudulent seller of a house by driving into his mouth the wooden peg to which the cone-shaped clay deed of sale was attached; see I.J. Gelb *et al.*, *Earliest Land Tenure Systems in the Near East: Ancient Kudurrus*, OIP 104 (Chicago 1991), Text, 247, “dù Clause”.

<sup>39</sup> The distinctions are difficult, see also my observations in the article mentioned in footnote 25, 326-28.

<sup>40</sup> Note the occurrence in ancient Assur of other sacred objects occurring pairs, in the dual, “two beer vats, twins” (2 *hubūrēn tu’imēn*) in Erišum’s inscription (*RIMA* 1, 20:12-13) and “two *qu’um* vessels” (*Fs. H.G. Güterbock* 96, line 9), which a person uttering a prayer has to fill.

<sup>41</sup> See my observations in R. Westbrook, *A History ...* (above note 34), 457ff., § 6.2.

well-known trader Šalim-ahum had died in Assur, his daughter Šāt-Aššur – as we know from a letter sent by her youngest brother in Assur to his brothers in Kanesh<sup>42</sup> – “no less than five times appealed to the City, with the request: ‘I want to hear (what) the testament of our father (stipulates)!’ I have tried to stop her, saying: ‘Our elder brothers must come here and every single shekel of silver in Anatolia must be brought together and only then we will all hear (what) the testament of our father (stipulates)’”. And in AKT 4, 45, Iddin-Aššur writes from Assur to his brother Ušur-ša-Ištar, after the death of their sister Akatiya, which apparently entailed the liquidation of their paternal house, that a younger sister “Lamassatum has settled in your house, saying: ‘On the basis of the testament each sister will manage her own (share)’, and she takes steps to get access to the testament”.<sup>43</sup>

In this process also the ownership and use of houses in Kanesh and/or Assur as part of inheritance and the rent they could generate can play a role. An example is provided by the correspondence of Kunnaniya, the widow of Aššur-mūtappil (son of the well-known trader Pūšu-kēn) and her daughter Šāt-Aššur, whose problems have been analyzed by C. Michel.<sup>44</sup> As a widow she had to struggle to maintain her rights on the assets of her late husband, including his house in Kanesh, which (after having left Kanesh) she had rented to a certain Šēzur, presumably a close relative. She complains that a nephew has collected the rent of her house, to which the sons of her late husband were entitled, while she herself now has to pay rent for the house in which she lives. And in a letter sent to Kanesh Kunnaniya’s daughter reproaches Šēzur’s wife of not having taken good care of her house and having ruined her. She gives vent to her frustration with the words: “Why am I (considered to be) too young to be able to *rent (out)* my father’s house, while my peg sticks in the wall?”.<sup>45</sup> Her words illustrate the problems of daughters who are entitled to a share in an inheritance – *in casu* income from a house, – but are deprived of it for various reasons by male relatives.

We also have texts documenting that a woman is living in a house belonging to somebody else, which entails risks if this is by favor of its owner or if she enjoys only its usufruct through a hereditary arrangement.<sup>46</sup> TC 3, 255 states that the house in which the woman Ištar-nādā lives (now) belongs to a certain Išpunuman and stipulates how much the person who wishes to acquire it has to pay him. The record probably owes its existence to the fact that Išpunuman had bought it while Ištar-nādā (as widow?) lived in it and the price probably is mentioned because this is what the seller (or his relatives) have to pay to get it back. *Sadberk*

<sup>42</sup> AKT 3, 94:6-15.

<sup>43</sup> AKT 4, 45:20-25, *Lamassatum ina bētika* <sup>21</sup>*tattašab umma* <sup>22</sup>*šitma ina šimātim* <sup>23</sup>*ahātum ahāt tabe*’’<sup>24</sup>*u šimātim appatā’im* <sup>25</sup>*tazzaz*.

<sup>44</sup> C. Michel, “Les malheurs de Kunnaniya, femme de marchand”, *ArchAn.* 3 (1997) 239-253 (its readers should know that this article was printed without its author having been able to read the proofs, which resulted in many misprints, of which she has informed me).

<sup>45</sup> TTC 26:27-30, *miššum šahrākuma* <sup>28</sup>*u bētam ša abia* <sup>29</sup>*la ú-ga-ra-ma ina* <sup>30</sup>*igārim sí-kà-tām-ma*. Michel takes the verb in l. 29 as a D-stem of *garā’um*, “to start a (legal) fight” (which would be the only occurrence of the verb in this stem), but a D-stem of *agārum*, “to rent” (which does occur in OA) seems preferable. The presence of a peg in the wall – a unique statement in OA – must reflect the legal status of the house, but how exactly is not clear from this short, emotional statement (see for the legal implications of a peg driven in the wall of a house the examples quoted in *CAD* S 250, b). If “peg” in our text is read *sí-kà-tum<sub>10</sub>-ma*, it is a nominal phrase, if one reads *sí-kà-tām-ma* one has to assume (as *CAD* does) that a verbal form is missing.

<sup>46</sup> In AKT 6, 780:3-5 (courtesy of M.T. Larsen) a woman writes: “One year ago the household of E. chased the girl away and they have treated her as a daughter who has no one to care for her!”

28<sup>47</sup> records or confirms before witnesses that a certain Musa, the wife of Ilabrat-bāni, “shall live in the house of Aššur-mālik, son of Puzur-Ištar, as long as she lives; she will *get old / be buried(?)*<sup>48</sup> in Aššur-mālik’s house and his sons shall not chase her away”. Something similar is recorded in Kt a/k 1255, where I. buys the house of A. and we read (lines 9-21): “The house is now I.’s house. As long as Gamu[...] lives she shall inhabit it, nobody shall chase her away; as long as she lives the house remains [her] house. If he breaks the contract and chases her away he shall pay her 1 mina of silver and (only then) she will leave”.<sup>49</sup> The letter Kt n/k 11 (courtesy of V. Donbaz) utters the fear that if the silver owed to the City Hall is not paid in time “it will be taken from our houses, while as long as my own aunt lives they will not touch my house” (*ašar jattum* <sup>26</sup>*ahāt abia balṭatnima* <sup>27</sup>*abbētia la iṭahhiūni*). By letting his aunt (possibly on the basis of his father’s testament) live in his house, it is safe from coercive measures by the authorities, who could not violate the lady’s right of lifelong usufruct.

These cases of heritable daughters and unmarried women (possibly widows), who have problems with houses they have inherited, of which they have the usufruct or which they have rented out, provide a general framework within which the issue of our verdict may be understood. We do not know the background of the problems dealt with in our verdict and what actually was at stake. The archive to which it belongs (Kt 92/k 264-567), of which a Šu-Ištar, son of Aššur-bāni (Kt 92/k 336:12) – not identical to the Šu-Ištar of our record, who is a son of Luzina – is the central figure, is unpublished and the edition of a dozen texts from it in various articles provides no information on its composition.<sup>50</sup> An explanation for its presence in the archive might be that Aššur-imittī, the father of Dadāya, is identical to Aššur-imittī, son of Šu-Ištar, the main person in the records of the archive thus far published. This would make Dadāya a grandson of this Šu-Ištar, who was still alive in eponymy year 109 (see Kt 92/k 333:3f.). It would fit the late date of our record<sup>51</sup> and imply that the archive survived the death of Aššur-imittī. If this is correct, more records from the last years in which Dadāya figures might turn up,<sup>52</sup> but for the time being the verdict itself is our only source.

<sup>47</sup> V. Donbaz, *Cuneiform Texts in the Sadberk Hanım Museum* (Istanbul 1999).

<sup>48</sup> *Ta-ša-bi<sub>4</sub>-ir* is difficult and the comment to the edition mentions the two possibilities I suggested in my contribution to M. Stol – S.P. Vleeming (eds.), *The Care of the Elderly in the Ancient Near East* (Leiden 1998) 143: *taššabbir*, “she will be broken”, perhaps meaning “to become old and disabled”, or emendation to *taqqabbir*, “she will be buried” (there).

<sup>49</sup> The contract was edited in *JEOL* 32 (1991/2), 98 as no. 5.

<sup>50</sup> In a letter to me, in which he describes the discoveries of tablets in 1991 and 1992, Tahsin Özgüç mentions an archive found in plan square LII-LIII/126-127 in 1992 and states that it consists of two groups, Kt 92/k 264-567 and Kt 92/k 568-1050, but from his description it is not clear whether they belong to the same archive or only come from the same room. In addition to the 5 texts now published in *Çayir* 2008, six texts from it were published by S. Bayram, S. Çeçen and H. Sever, see C. Michel, *Old Assyrian Bibliography*, OAAS 1 (Leiden 2003) 111.

<sup>51</sup> A late feature is also the spelling of the name of the moon god as *Sí-in* in line 33. Another late text from the archive is Kt 92/k 354, *Çayir* no. 1, dated to eponymy year 135.

<sup>52</sup> Dadāya, son of Aššur-imittī, is fairly well known from OA texts and most dated references are between eponymy years REL 108 and 112, which is more than 20 years earlier than our record. An occurrence in year REL 94 (Kt 89/k 303:2) might refer to a namesake, twice identified as the priest of Suen, attested in eponymy years REL 98 and 105 (ICK 2, 125:28 and KTS 2, 1:3). I mention here also the letter CCT 4, 6b, written by Kudādum to Innāya, who mentions that he has “here”, in his house, on the basis of an instruction of Aššur-imittī, son of Šu-Ištar, containers and tablets sealed by Dadāya, which were entrusted to him by the representatives of Šu-Ištar, son of Luzina. He adds that at the instruction of the same Dadāya his tablets “there” are with (*ašar*) Šu-Ištar’s daughter and his slave. The co-occurrence of so many names from our record, including a reference to the place (house) where Dadāya’s daughter lives (“there” is perhaps in Assur), cannot be accidental, but without further data they are of little help.

Its most puzzling feature is that two daughters of two different families, separately or jointly, are entitled to receive the rent of the house, obviously to be paid by a third person. This might be its new owner, to whom the house had been sold and who now has to indemnify the ladies by paying them a fictional rent. Or, if the new owner himself had rented it out, he should assign to them the rent paid by its new inhabitant. That the sons (and heirs) of both traders have to agree on the usufruct could imply that one family had sold it to the other, which obliged the former to find a solution for indemnifying their sister, who (in her father’s last will) may have been granted the house. The mention of a daughter of the second family (who in this reconstruction had acquired it) could imply that she too, after the house had become the property of her father (or family), had been granted its usufruct.

“Usufruct” (*akālum*, line 24) describes the right of women who do not inherit real estate, but are assigned the lifelong usufruct of a piece of immovable property, which after their death will devolve upon the natural heirs (it was called their *warkutum*).<sup>53</sup> Kt a/k 1255 and *Sadberk* 28, quoted above, are examples of this kind of usufruct, «as long as the woman who inhabits it is alive». Usufruct of real estate benefits in particular unmarried daughters (those who marry are taken care of by giving them a dowry), in OA society often *ugbaltu*-priestesses, who have to be able to live independently. It is not impossible that the two daughters of our record (although not called so) were such ladies. The mention of the deed of sale of the house in lines 6-7 suggests that the usufruct originally was the right to live in it, presumably life-long. If so, its subsequent sale, possibly by their brothers, required a new arrangement to assure the ladies its rent as income, which they could use to rent a new house. It seems probable that the formal negotiations (“before the City Assembly”) between the brothers, imposed by the verdict, had to fix the amount of the “rent” of the house sold and perhaps which share both of them would receive, which accordingly could not yet be stated in this verdict.

#### 4. *The textual evidence demanded by the verdict*

The first part of the verdict demands that three records relating to the affair of the house have to be deposited in the City Office, no doubt to be available as written evidence when in due time, as stipulated by the verdict, the sons and heirs of both families come to Assur to negotiate the case. They are: 1) a verdict by the City Assembly; 2) the deed of sale of the house in question; 3) a record stating “the revenues”.

The substance of *tablet 1* is not stated, but its existence shows that there had been earlier problems, perhaps arisen in connection with the implementation of the division of the inheritance or the subsequent sale of the house. The sisters (or perhaps one of them), who apparently lived in Assur, may have appealed to the City to obtain their right. The City then may have given a procedural order to the brothers to solve the issue, which was not followed up or was unsuccessful. It might have concerned the availability of the house, the question how much the rent would be and how it would be divided between the daughters both families. The City

<sup>53</sup> According to ‘*tablette Thierry*’:2’-4’ (see above note 3) what is probably the testator’s sister is living in his house and lines 38-41 stipulate that what the women (the testator’s sister and mother) leave behind (*warkat awilātim*), including the house, will accrue to the testator’s son.

may have confirmed that a change of ownership should not interfere with the right of usufruct.<sup>54</sup>

It is clear that *tablet 2*, the official deed of sale, had to be submitted during the discussion between the heirs of both families. Its importance is underlined by the fact that it carried the seal of the head of the City Office, the *limum*, a unique feature. He may have acted in an official capacity, to validate the sale of a house in the City,<sup>55</sup> but there is no OA evidence that this was customary. If not, his seal must reflect the specific nature of the transaction and, considering the function and activities of the *limum*, the sale may have been a forced one by an insolvent owner, who was indebted to the City Office. We know that the *limum* in such cases was authorized to resort to strong measures, such as taking valuable household goods as pledges, sealing the house and thereby denying its owner access to it in order to force him to meet his obligations, and even putting the house up for sale.<sup>56</sup> We can envisage that the sale of such a house, encumbered or confiscated by the *limum*, required his approval, shown by his seal, but again I know of no further evidence for this feature. Another possibility is that the sale of this house in Assur, whose usufruct in the last will of its owner had been granted to somebody else, required a special arrangement and permission by the authorities, to secure that the substance of the last will was not violated.

The *third tablet* is called “a tablet of revenues”, a designation that uses the rare term *malqiātum* (plural), the counterpart of the OB *melqētum*, whose etymology (“items that are obtained/received”), is not helpful. It is used in the Edict of Ammi-šaduqa, § 3-6, where barley or silver are given “as interest-bearing loan or as *melqētum*”, apparently referring to private, consumptive loans, that were cancelled by the royal edict, but its meaning is not clear.<sup>57</sup> More informative is a Mari letter, ARM 2, 13:17, that mentions slaves taken by army commanders “in order to increase their *melqētum*”,<sup>58</sup> where the term must mean what fell to them (perhaps was due to them) as their share in the booty. Similarly, in CT 2, 43:16 victuals (barley, bread and beer) are called “the *melqētum* of A, which B has taken”, and VS 7, 156:27 mentions a garden, “*melqētum* of A which had been given to B”. The term here designates items to which a person had become entitled and which he had acquired, but which somehow were taken by somebody else. In OA the term is also rare and not registered in CAD M s.v. *melqētu*, but we have now several occurrences, some not really informative.<sup>59</sup> Informative is Kt 91/k 174:15-20, in a difficult letter from Puzur-Aššur to Šu-Anum: “Please, my

<sup>54</sup> When an encumbered house was sold, its deed of sale might have considered the ensuing obligations of the seller or the new owner.

<sup>55</sup> Cf. the Middle Assyrian legal provisions bearing on the sale of a house inside the City, detailed in § 6 of tablet B of the Middle Assyrian law collection.

<sup>56</sup> See for the evidence for such actions of the *limum*, Dercksen *OAI*, Ch. 3, “The Debt Policy of the City Hall”, esp. § 3.5, “Confiscation of the debtor’s possessions” (the *limum* official was responsible and accountable for the handling of its affairs).

<sup>57</sup> F.R. Kraus, *Königliche Verfügungen in altbabylonischer Zeit*, SD 11 (Leiden, 1984) 203-5.

<sup>58</sup> *Ana mé-el-qé-ti-šu-nu šu-mu-di-im*; I follow CAD M/II, 13, 2, in taking the infinitive as a Š-stem of *mâdum*, and not of *emêdum*, “to impose”, as done by J.-M. Durand in *LPO* 17 (1998), 31 no. 457.

<sup>59</sup> A tablet from Gaziantep (Gzt. 71.9.75, edited by V. Donbaz in *AoF* 25 [1998] 174f.) mentions that a man is satisfied “with 6 minas of silver, <sup>2</sup>his *malqiātum*”. Kt u/k 5:23 (T. Özgüç, *Kültepe-Kaneş II* [Ankara 1986] pl. 49.2a-b; collated), “All this, my *malqiātu* (about which) I cleared accounts for (with?) PN” (*mimma annîm ma-al-qî-a-tî ana PN azkû*), summarizes amounts of silver, mostly small payments in silver for garments, food and drink, which have been “received” by the addressee of this letter or by others on his behalf (l. 16, *aššumika*), but the text is too laconic to help us.

brother, <sup>16</sup>12 tablets and separately also 3 tablets <sup>17</sup>*ša ma-al-qí-a-tim* <sup>18</sup>*ša* É.A.BA, guard them well and when I come we will take them along personally”. The use of the rare logogram É.A.BA shows that it concerns claims on revenues from a presumably still undivided paternal household,<sup>60</sup> of which the records in question serve as evidence.<sup>61</sup> This reference supports the idea that the “revenues” of our text are or derive from what the sale or rent of the house, left behind by the father as part of the inheritance, had yielded and to the usufruct of which the daughters (or at least one of them) were *de jure* entitled.

A surprising feature is that the three tablets, according to lines 11ff., had to be delivered to the City Office for safekeeping, after having been sealed by the ruler, awaiting the legal action to be taken when the brothers had come to Assur. There are several cases where, in the course of a lawsuit started in Kanesh and transferred to Assur, due to its complications or an appeal by one of the parties, relevant documents, including statements of facts by those involved, are sent to Assur under seals of the *kārum*. It had to validate and safeguard their contents and to define which documentary evidence would serve during the lawsuit in Assur. Something similar must have been at stake in our case, but it surprises, because no other text mentions that the ruler of Assur is the one to seal the (bag with these) records before it enters the City Office. It seems most likely that the City Assembly in deciding how to handle this case had assigned this task to the ruler, as a kind of executive officer, and that his task was not simply one of sealing the container with these records, but also of seeing to it that they were duly delivered (in particular if one or more of them had to arrive from Anatolia), collected and kept available. Whatever his precise task, the reference sheds additional light on the role of the ruler in judiciary matters.

##### 5. “Instructions” by the City

The verdict passed by the City Assembly is apparently based on the proposal of the man called in lines 33-34 “the one who solved the case” (*pāšir awātim*). He must have designated by the City Assembly to work out a solution of the conflict, in this case – as in most other occurrences – by fixing the procedure to be followed to reach that goal. The role of such men, always mentioned at the end of a verdicts of the City Assembly, of a colony, and of a trading station, has been analyzed by Hertel in *OALP* 123-126.<sup>62</sup> He translates their title as “case interpreter” and describes them as in all cases “act(ing) on behalf of a legal institution”, not as “adjudicative agents who rendered a verdict”, but “appointed to unravel rather than decide the legal issues of a case on the basis of which the adjudicative authorities made their

<sup>60</sup> For the OA occurrences of É A.BA and its implications, see K.R. Veenhof, “Families of Old Assyrian Trad-ers” in: L. Marti (ed.), *La famille dans le Proche-Orient ancien: réalités, symbolismes, et images, Proc. of the 55<sup>th</sup> Rencontre Assyriologique Internationale, Paris 2009* (Winona Lake, 2014) 341-371, § 4.

<sup>61</sup> The same texts are meant in Kt 91/k 134:10 and 139B:10, both also letters addressed to Šu-Anum, which mention “tablets *ša malqiātīm*” alongside a tablet of 9¼ minas of silver of (owed by) Aššur-imitī and “tablets of the *kārum*”. It is impossible to dwell here on the identity of the persons and the contexts of these letters, which belong to the first archive excavated in *kārum* Kanesh in 1991, which has been assigned to me for publication by Professor Tahsin Özgüç.

<sup>62</sup> *OALP* 124-5 lists ten occurrences, to which we can add those in Çayir 2008, nos. 3-5, which brings the total for the City to seven; the others are by colonies (that of Kanesh is missing), apart from AKT 4, 27, which is by the trading station of Zalpa. There may be more cases solved by a *pāšir awātim*, for the *kārum* verdict *EL* 278 mentions him only on its envelope and this could have been the case with other verdicts whose envelopes are not preserved.

authoritative decision”. It was not a profession as shown by the fact that not a single man, either in Assur or in the colonies, occurs twice in this capacity. They almost never occur in other records (the six without filiation are anyhow hard to identify) and while they must have been qualified for their task, those figuring in Anatolia apparently were not prominent men in the commercial society. “They seem to have been appointed occasionally at an *ad hoc* basis, perhaps for particularly complicated cases” (*OALP* 126).

The final part of the verdict (lines 24-29) gives a ruling to make sure that the issue is solved, even when the brothers fail to meet what the verdict demands of them. If they do not turn up in Assur to negotiate, the City will issue “an instruction” how to solve the case, an action expressed by the causative stem of *ahāzum*.<sup>63</sup> This stem, meaning “to instruct”, is well attested in OA sources. The Treaty with Hahhum in I:16 and II:12 warns the local magnates of that city not to “instruct” or “instigate” their soldiers or the ferry-man to harm the Assyrian interests.<sup>64</sup> It is also used in private contexts, for which *CAD* A/I, 181, 3’, gives several examples.<sup>65</sup> But a specific meaning obtains when judges and other Assyrian legal authorities “will give instructions” in the context of judicial confrontation, where the verb is always in the present-future and is used in a general sense, without mention of what the instruction is. I know the following examples:

- a) Kt 92/k 555b (Çayır 2008, 118, no. 2):18. A verdict of *kārum* Kanesh stipulates that one party in a conflict has to draw up a certified record of his witnesses and that representatives of the other party shall enter the latter’s house to fetch a particular debt-note, whereupon «the *kārum* will give instructions» (*ú-sá-ha-az*, sic).<sup>66</sup>
- b) Kt c/k 625+855:18’ (courtesy of J.G. Dercksen). A man rejects a claim by another trader who lacks documentary proof for it and turns to the *kārum* to obtain justice (*ana dīnim*), stating that he has paid his creditor and obtained from him a quittance as proof. But since he left this quittance behind in another town, the *kārum* decided that he shall bring it within three months, “whereupon the *kārum* *ušahhaz*”.
- c) Kt n/k 1838:16. Judges settle a conflict about a claim of gold by ordering A to clear B with (= from claims by) C and a *tamkārum*. After the date there follows: “He (A) will come within 3 months and they (the judges) will give him instructions” (*ušahhassu*).<sup>67</sup>
- d) AKT 3, 60:17-18. Mediators (*gāmir awātīm*) have worked out the solution of a conflict by asking both parties to swear that they will not raise any claims against each other. One of them, however, maintains that the other still owes him silver. The solution now is that “both the tablet recording the clearance (*ša zakā’im*; effectuated according to the first

<sup>63</sup> In quite a number of verdicts a conflict is not really solved, but it is stated which procedural steps are to be taken in order to reach a solution, usually on the basis of evidence and testimonies to be gathered or submitted within a fixed period of time. Here one frequently meets the obligation for both parties to “discuss / negotiate” (*atawwum*), often followed by *alē imaggurūni*, which in my opinion means “in order to reach a compromise”.

<sup>64</sup> See *Fs. M.T. Larsen*, 256-7, I:16, *rādi’ēkunu ... la tušahhazāni*; II:12, *ša nēbirim’ ina sartim u lamuttim* <sup>12</sup>*la tušahhazāni*, “you shall not instruct the ferry-man in a false and evil way”.

<sup>65</sup> Additional ones are found in AKT 4, 29:27; Kt k/k 84:4; TPAK 1, 42:8’; AKT 6, 735:14. The last two have statives, *ammala šāhuzuni*, “in accordance with the instructions he has been given”.

<sup>66</sup> The spelling is strange; it may have been (wrongly) inspired by cases where *š* in the *Š*-stem is assimilated to a following non-adjacent sibilant, such as *tusashar* (for *tušashar*) and *nusazkar* (for *nušazkar*).

<sup>67</sup> Courtesy of V. Donbaz. Lines 7-18: *awātišunu nigmurma / ana ½ mana 3½ GÍN / KŪ.KI ša A<sup>10</sup> ana B / ēzibu išti C / ù tamkārim A / B ušahhaṭ / Month VI, eponymy<sup>15</sup> of Elālī ana ITU.3.KAM / illakma ú-ša-ha-sú / awilū anniūtum / dajjānū.*

part of this record) and the debt-note (as proof) of the claim will be submitted (*iššakkan*), whereupon “the/a judge will instruct” (*dajjānum* <sup>18</sup>*ušahhaz*).

- e) In *EL* 247:20, in a private confrontation because of the loss of merchandise, A refuses to pay B compensation and B reacts with: “Come back (*tūrma*), <sup>20</sup>*kārum lūšāhizniāti*”.<sup>68</sup> He asks his opponent to submit their case to the *kārum* court, of which this very record is the result, for it is a testimony demanded by and rendered before the *kārum*, apparently when it had been appealed to and had decided to “instruct” them on the solution of their problem.

Cases a) - d) concern procedural verdicts or decisions, whose purpose it is to make parties undertake certain actions and/or to produce evidence to be presented before the *kārum* or the judge(s), in some cases within a fixed period of time, on the basis of which they can decide the issue. The latter is expressed by *šāhuzum*,<sup>69</sup> which must mean to give a final judgment that solves the case, which can be compared with OB *dīnam šūhuzum*.<sup>70</sup> In e) the stalemate, caused by the refusal of one party to accept the other’s proposal, makes the latter ask him to review his decision (“to come back”) and to submit the issue to the judgment (“instruction”) of the *kārum*. In our verdict the “instruction” will be given by the City (Assembly), if the parties violate the procedural verdict by not coming to Assur to negotiate a solution.

These cases are specific examples of the practice attested in many legal confrontations, that a party who feels frustrated by the impossibility to find a solution appeals to a higher legal authority. He can appeal to the *kārum* by means of the words “Bring my case to the *kārum*!” (*awātī ana kārim bilā*, e.g. *EL* 320:34-35; *ICK* 1, 186:15-16; *ICK* 2, 141:16-17). Or, higher up, to the City (Assembly) and the Ruler, with the the words “Bring my case to the City and my Lord!” (*ana ālim u bēlia awātī bilā*, e.g. *EL* 253:19; 325a:18-19; *VS* 26, 118:13). It can, in reaction to what the other party had declared, be preceded by an injunction to the judges, “Keep in mind what is stated with a oath by the City and the Ruler!” (*ša niš ālim u rubā'im ka'ilā*).<sup>71</sup> While *wabālum ana*, “to transfer to”, “to bring before”, is neutral, we also find the positive verb *zakku'um*, “to clarify”, “to solve”: “May the City and the Ruler/our Lord clarify (the case) for us” (*ālum u rubā'um/bēlni lūzakkiniāti*).<sup>72</sup> What *šāhuzum* intends is more or less the same, but this verb is more formal, “to give an instruction, to pass a

<sup>68</sup> “Come back” probably means change your decision; in the quasi duplicate of this text, *EL* 248:20, A. says: “let us go and let *kārum* instruct us”.

<sup>69</sup> Hertel, *OALP* 333, describes *šāhuzum* by a single judge (without referring to *AKT* 6, 30) as “to execute final judicial procedures that followed an act of embedded mediation in the course of a lawsuit”.

<sup>70</sup> For OB *dīnam šūhuzum*, see E. Dombradi, “Notizen zur Deutung von *dīnam šūhuzu* in den altbabylonischen Prozessurkunden”, *WdO* 34 (2004) 29-39. She agrees with Wilcke’s interpretation as “to inform the parties about the judgment (which in general becomes binding after the oath(s) is/are taken)”; she herself defines it (p. 28) as “die richterliche Entscheidung (der Rechtsfrage), den Parteien mit der Konnotation des Belehrens mitgeteilt”.

<sup>71</sup> See *OALP* 215-19, which speaks of an ‘appeal-adjunct’ to this injunction, and p. 83, on the procedure of appealing to the City and the Ruler (*ālum u bēli dīni liān*) by pronouncing “the three words”, attested in *BIN* 4, 114 and *VS* 26, 112+80.

<sup>72</sup> Note that in examples such as *CTMMA* 1, 84:70 and 101-2, *ālum u bēlni lūzakkiniāti* ..... *ālum u rubā'um lūzakkiniāti*, the verbal form is in the 3<sup>rd</sup> person singular, for City Assembly and ruler function as one legal authority (in *OIP* 27, 60:2-3 one must also restore *ālum u [bēlni/rubā'um lu]-za-ki-ni-a-ti*). The same purpose is expressed by the verb *ašārum*, “to muster, to take care of”, cf. *ālum u bēlni lēšurniāti* (*Kt* 94/k 347:28-9, courtesy of G. Barjamic) and *ālum u bēli eššaranni* (*BIN* 6, 199:3). This verb is also used in the expression “someone without *aširum*” (*ša aširam la išū*) and in the name of one of the divine judges mentioned in Erišum’s inscription (lines 27-28), *Ašur-hablam*, “Take care of him who has been wronged” (see *CAD* A/II, s.v. 422, d, 2’, for examples in theophoric personal names, such as *Ili-ašranni*).



judgment”. While it may be stated as a wish by a party (in text e), in most cases it simply phrases, in the neutral present-future tense, that the legal authority will decide the issue. Its occurrence is interesting, because it shows that the judicial authorities, when issuing a procedural, often conditional verdict, already considered the possibility that it was not or could not be implemented. The simple phrase *ālum ušahhaz* establishes the authority of the City to impose in such situations its own decision. It guarantees that the conflict will be solved, so that a plaintiff or injured party does not have to appeal again to reach his goal.

### *Abbreviations and Bibliography*

The abbreviations used are those listed in *Reallexikon der Assyriologie* Bd. 13 (2013, III-XLV). Note:

AKT	(Ankara) Kültepe Tabletleri
7	S. Bayram – R. Kuzuoğlu, <i>Aššur-rē’ī Ailesinin Arşivi</i> , 1, TTKY VI – 33e-a, Ankara 2014.
8	K.R. Veenhof, <i>The Archive of Elamma, son of Iddin-Suen, and his Family</i> , TTKY VI-33f, Ankara, in the press.
Çayır 2008	M. Çayır, “Six Documents Containing Decisions by the City Assembly and <i>Kārum Kaneš</i> ”, in: C. Michel (ed.), <i>Old Assyrian Studies in Memory of Paul Garelli</i> , OAAS 4, PIHANS 112 (Leiden 2008) 117-124.
OAI	J.G. Dercksen, <i>Old Assyrian Institutions</i> , MOS Studies 4, PIHANS 98, Leiden 2004.
OALP	Th.K. Hertel, <i>Old Assyrian Legal Practice. Law and Dispute in the Ancient Near East</i> , OAAS 6, PIHANS 123, Leiden 2013.
Prag I	K. Hecker – G. Kryszat – L. Matouš, <i>Kappokische Keilschrifttafeln aus den Sammlungen der Karlsuniversität Prag</i> , Praha 1998; texts quoted by their I-number.
REL	The Revised Old Assyrian Eponym List, as edited in: G. Barjamovic – Th. Hertel – M. T. Larsen, <i>Ups and Downs at Kanesh. Chronology, History and Society in the Old Assyrian Period</i> , PIHANS 120, Leiden 2012, Appendix 1.

