

SOME OLD ASSYRIAN AND OLD BABYLONIAN ADOPTION CONTRACTS

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The first part of this contribution deals with Old Assyrian adoption (texts **1-6**). While we have not a single adoption contract from Assur during this period, two categories of texts can help us form an idea of what it might have looked like.

The first is a group of adoption contracts, edited below, from *kārum* Kanesh, written in Old Assyrian, in which all participants are Anatolians. Three of them, texts **1**, **2**, and **4**, seem to date from the period of *kārum* level II, while text **3** is from the younger level Ib. Two of them are rather damaged and all present problems of interpretation due to their laconic, often short statements, original terminology, and lexical and grammatical problems. This applies especially to texts **2** and **3**, which do not seem to be written by professional scribes, but rather by Assyrian traders or Anatolians who had mastered the art of writing, so that their understanding requires a careful philological analysis. An important question is to what extent their legal substance, rendered in the Assyrian language, reflects Anatolian or Assyrian law or a mixture of them, because in the latter case we may use them to get some idea of the 'Anatolian' law of adoption as formulated in contracts.

The second category of texts that may help us are Assyrian contracts from later times, although there are only very few documents older than the small corpus of Middle Assyrian adoption contracts, five of which were first presented by David (1927: 101-105). One Late Old Assyrian deed of manumission and adoption, probably from the second half of the 17th century BC, was edited and studied by the present writer (Veenhof 1982) and is presented below as text **5**. Text **6** is a new Old Assyrian letter mentioning adoption. In addition there is an unpublished late Old or early Middle Assyrian contract recording a boy's adoption and dedication to a god, found in a Middle Assyrian archive, numbered VAT 19865, which I have studied in Berlin. I mention a few data of importance for my comparative analysis.

Next I present four new Old Babylonian contracts (texts **7-10**), which I identified and copied in the British Museum many years ago, when searching for Old Babylonian letters (that were eventually published in *AbB* 12 and 13): BM 96973, 96982, 96987, and 97003 (cf. Stol 1998: 84, note 100). They are published here by kind permission of the Trustees of the British Museum. The framework of this contribution imposes some restrictions on their edition. I present cuneiform copies, but no drawings or photos of the many seal impressions

* This article is based on a paper given during a conference on adoption in ancient Mesopotamia, organized by Guido Suurmeijer and held in the University of Ghent in 2010. After considerable delay it became finally clear (early in 2016) that the planned publication of its proceedings could not be realized. My contribution is therefore published here. I am grateful to Guido Suurmeijer for editorial improvements of my original text and for several helpful observations. The text is essentially as prepared in 2011, but I have made some additions to and corrections in the original manuscript, mainly affecting text **3** (which was edited anew in Günbattu 2015) and text **7** (BM 96987), which was treated in Richardson 2010.

and I leave a full prosopographical analysis, together with a study of the seals and their inscriptions to the specialists of Old Babylonian Sippir, but I will make some observations on some better-known persons in the notes to the texts. Moreover, a cursory check showed that the main persons of these four contracts are people about whom there is very little additional information. Only the *nadītum* of Šamaš, who adopts a girl in text 7, is better known, as are a number of witnesses, especially various priests of the Šamaš temple, officials of the “Cloister” in Sippir, and a few officials (e.g. the judge Ipiq-Annunītum, in text 9). The publication of these documents is warranted, because most of them contain new elements or clauses. Text 7, BM 96987 (from Aš 14), is a deed of manumission and adoption of a slave-girl (no parents are mentioned) by a *nadītum* of Šamaš, followed by her donation to the goddess Aya. In the next two texts the *rakbûm* Šupra is the main figure. In text 8, BM 96982 (from Ad 21), he adopts and “clears” a girl who is a court-sweeper and gives her to the goddess Aya, but she has to support him as long as he lives; it contains a rare clause stating that the girl’s father will protect her against whoever tries to evict her. In text 9, BM 96973 (from Ad 10), the same Šupra adopts as son another *rakbûm*, who has to support him and this contract contains some unique clauses, notably that, when the son rejects his adoptive father he will be treated “in accordance with the royal decree”. Text 10, BM 97003 (from the time of Sîn-muballit), records the manumission of a slave-girl who has to support her adopter and after his death will become effectually free, but it does not offer new insights.

I. Evidence for Adoption from the Old and Late Old Assyrian Period

There can be no doubt that adoption was also practiced in ancient Assur during the so-called Old Assyrian Period (the first three centuries of the second millennium BC), but the evidence is very slim. We have not a single adoption contract from this period and even references to adoption among Assyrians are almost absent. We only have a statement in Puzur-Aššur’s letter VS 26, 52:7-16, in which he inveighs against his partner Pūšu-kēn, who is very angry because of a certain Iddin-abum, who must have misbehaved or committed a commercial blunder for which Puzur-Aššur seems to be held responsible by his partner. “It was not me who adopted him as heir and I did not transfer a single shekel of silver to him. I (only) gave him a letter of mine addressed to my representatives, just like one gives a letter to a brother. Today you have seen that the young man has no sense”.¹ Puzur-Aššur here uses the expression *ana apluttim laqā’um*, “to take as heir”, which equals Old Babylonian *nam.ibila.ni.šè dab*, attested in Tell Sifr 32:3, which is a synonym of *nam.ibila.ni.šè ri*, well attested in contracts from Nippur. In Old Babylonian the verb *leqûm* is not attested with *ana aplûtum*, but it is standard with *nam.dumu.a.ni.šè = ana marûtum*, a combination also used in Old (see below) and Middle Assyrian (KAJ 3:4).

Puzur-Aššur asserts that he did nothing wrong, did not transfer money to him and only asked from Iddin-abum a service common among brothers or colleagues. His words “It was

¹ *Iddin-abam (7) anāku ana apluttim / ula alqešu u kaspam / ištēn šiql ana šērišu (10) lā uta’er kīma ana ahim / tuḫpam iddunūni / u anāku tuḫpī aššēr ša kīma jāti addiššum / ūmam kīma eḫlum (15) lā tašimtunni / tātamar*. The combination *kaspam ta’urum ana šēr* is very rare (not registered in CAD T s.v.) and the only other occurrence I know is in KTS 17:28-30, “The silver of the *tamkārūm* having been transferred to him, he sent (the silver due) from that silver”.

not me who adopted him as heir” (*ul anāku* ...), could suggest that Pušu-kēn himself had done so, but there is no evidence for it and why should he? Pušu-kēn had many sons and the rule stated in the letter *AbB* 14, 207:20-22 as obtaining in Larsa, “A father with sons does not adopt his slave as son!”, might well have obtained in Assur too. Moreover, no Iddin-abum turns up in the dozens of texts dealing with Pūšu-kēn’s inheritance and the liquidation of his firm; the young man (*eṭlum*) is an elusive figure. This suggests that Puzur-Aššur uses “to adopt as heir” in a metaphorical way for “to put a great trust in somebody”, a trust that had entailed transferring money to him, which is indeed the prospect of an heir.

The lack of evidence for adoption in the archives of the Assyrian traders discovered in their colony at Kanesh in Anatolia is understandable. There must have been little room and need for it in the Assyrian commercial society in Anatolia and if an orphaned Assyrian child were to be adopted or a childless trader would adopt a son (perhaps a nephew, as happened in two Middle Assyrian cases of adoption),² such adoptions would have taken place in Assur, where also the relevant contracts then would have been kept in the family archive. There was also no reason to identify somebody as an adopted son in the correspondence or in contracts, as party or witness.

The evidence on adoption and adoption terminology is contained in three contracts, written in Old Assyrian, but in which all the persons are native Anatolians. In addition we can use two Late Old Assyrian contracts and compare their data with those of the still later Middle Assyrian contracts.

Text 1: AAA 1 (1908) no. 8 (*kārum* Kanesh level II)

An Anatolian couple adopts a girl, who is married by their son. Whether the young couple will join their household or will live separately depends on their preference.

Ta-ta-li-i ú T[í-x ‘a-lm’ a’ / Šu-pì-a-ni-ga a-n[a] / me-er-ú-tim i[l₅-qé-ú-ma] / Ší-im-nu-ma-an
 (5) DUMU *Ta-ta-li-i / Šu-pì-a-ni-ga: e-[hu-uz] / bé-tám iš-té-ni-[iš] / uš-bu-ú: šu-ma /*
ťá-bu-ú: šu-ma (10) *lá i-ťí-áb-šu-n[u] / Ší-im-nu-ma-an / ú Šu-pì-a-ni-ga ba-[tám] / ú-šé-šu-*
bu-šu-nu / IGI A-na-na (15) *IGI Ha-ma-na-li / IGI Ut-ni-ah-šu / IGI Hi-iš-ta-ah-šu-šar*

“Tattalī and his wife² Ti..... ad[opted] Šuppianiga as daughter and Tattalī’s son Šimnuman mar[r]ied Šuppianiga. They (will) live together in the house if they like it. If (10) they do not like it, Šimnuman and Šuppianiga will make them (the parents) live separately.
 (14) In the presence of Anana, of Hamanali, of Utniahšu (and) of Hištahšušar.”

Notes on the text

The text was edited as *EL* no. 7, but its readings have to be corrected in several places. I could use the results of a collation carried out by Y. Kawasaki in 1994.

6. *EL* restored the verb as *e-[ra-áb]*, with Šuppianiga as subject, which is impossible, because the name shows her to be a woman,³ which would require *terrab*. The traces of the beginning of the sign following *e-* are not clear and a reading *e-[ha-az]* was first proposed by J. Lewy in

² KAJ 1 and 6.

³ This was confirmed by J. Lewy in *HUCA* 27 (1956) 8, footnote 37, but he did not use this knowledge to reconsider the interpretation of *EL* 7.

AHDO 2 (1938) 114, note 3, and repeated in HUCA 27 (1956) 9, note 39. The adoption contract would have recorded its purpose, the future marriage of the adopted girl with the son of the adoptive parents, future because she may have been too young to consummate the marriage at the same time.⁴ Restoring *e*-[*hu-uz*] implies that adoption and marriage occurred at the same time. This reading was first proposed by V. Donbaz in *Fs. N. Özgüç* 138 note 37, defended by K. Jensen in *N.A.B.U.* 1997/75, and accepted by the present writer (Veenhof 1998: 147f.). Whatever one chooses, the purpose of the adoptive parents obviously was to acquire a wife for their son and to secure that the young couple would share their house, see below, ‘Interpretation’.

8-9. *Ušbū* in line 8 looks like a stative, but must be a mistake for the durative *uššubū* (with Assyrian vowel harmony), “they will live (together)”. Correct *EL*’s reading *šu-ma* <*la*> / *uš¹-bu-ú* into *šu-ma* / *ṭá-bu-ú*; collation confirmed that the first sign of line 9 is TA = *ṭá*.

12. “They will make them live BA-[x (x)]”. The last readable sign of this line is not LU (which *EL* take as asseverative particle *lū* before the verb, translating “dennoch”), but rather BA. I tentatively suggest BA-[*tám*], an adverbial accusative of *battum* meaning “aside/elsewhere”. The word occurs in *ana* BA-*ti(m)* in the brotherhood contract Kt. 89/k 369:9, in the clause stating what happens when one brother breaks up the brotherhood and “takes his wife (to live) elsewhere” (*aššassu a-BA-tí iṣabbat*) and in TCL 1, 240: 16-17 (below no. 2), where an adoptive son *kišassu*(sic) *ana* BA-*tim ipannu*, “turns his neck elsewhere”. *CAD* B, 168, s.v. *battum*, “surroundings, side, edge”, lists only *ana* BA-*tim* of TCL 1, 240: 17, whose meaning is clear from Middle Assyrian Laws A § 36:83, where a wife’s husband “made her live elsewhere” (*ana ba-at-te ušēšibšī*). We may perhaps add BIN 4, 221:17f., a house *ša a-BA-at sukinnim*, “which is aside of the *sukinnu*-road” (cancel VAT 15547 = VS 26, 53:19, where we have to read *ana ki-dim*, “outside”). In *CAD* B, 168 we find under *battum* also three Old Assyrian occurrences of *a/ina* BA-*tí ša* GN, “to/in the region/neighborhood of GN”, which perhaps fit better under *pātu*, “border, boundary, border area”, a combination (*pāt* GN, *pāti* GN and *pāti ša* GN) also known from Old Babylonian. See for a discussion of *battu* and *pātu* now Barjamovic 2011, note 871.

Interpretation

The new readings confront us – if we accept the restoration *ē[huz]* – with a contract in which a couple adopts a young woman, who must have been grown-up and independent, since no parent giving her in adoption is mentioned; Middle Assyrian contracts in such a case would write “by her own free will” (*ina migrat raminiša*). There is no indication that the woman was a manumitted slave-girl. By adopting her and making her their son’s wife the parents integrated her into their household and may have tried to secure care in old age. But the latter is not stated as an obligation and not secured by making inheriting their parent’s property dependent on continued cohabitation and support or by stipulating a fine for leaving, a strategy attested in other periods, e.g. in Emar (see Veenhof 1998: 134-136). This is

⁴ This interpretation is accepted by B. Kienast, *Das altassyrische Eherecht* (Santag 10, Wiesbaden 2015), who edited the text as no. 13, but did not state why he rejected the alternative *ē[huz]* and my proposals for reading lines 8 and 12. He suggests that the form of an adoption might have been chosen because the girl was a young orphan, lacking parents with whom a marriage agreement could have been concluded (§ 24.5). His reading of lines 8-10, *šumma [lā] ṭābū šumma lā iṭiabšunu*, rendered by «wenn sie nicht (zusammen wohnen) wollen, sie nicht mit ihnen auskommen», by adding the first *lā* is pleonastic.

understandable, because the rights of the natural son and heir, Šimnuman, could not be curtailed, while conditions stipulated in some contracts from Emar apply to adopted sons (some of which were manumitted slaves), where inheritance rights could be made conditional. The arrangement in our contract is somewhat comparable to that of the Anatolian brotherhood contracts analyzed in Veenhof 1998: 145-150, as group 1, which to some extent use the same terminology. Here natural or adoptive “brothers” (*athū*) must form one household, living together with their parents, which is also expressed by *ištēniš* (once: *pu[hur]*) *ušbū* (one contract writes *ú-šu-bu*). And whether, when the parents die, the brothers will continue the joint household, here also depends on their preference, expressed by *šumma t̄ābū*, *šumma t̄ābšunūti* or *šumma iṭiābšunūti*.

The only obligation stipulated is that if the cohabitation “starts to displease them” (fientic *iṭiāb* refers to a new development, the stative *ušbū* to the desired situation) “they will make them dwell separately”. *EL*’s translation makes the new couple the proleptic object of *ušeššubūšunu*, resumed by the suffix *-šunu*. They interpret this as “sie sind zu Dienstleistungen im Hause des Tatalī verpflichtet”, assuming that *wašābum* means “to serve”, probably influenced by their reading *e[rrab]* in line 7, “(s)he will enter the household”. This is unlikely, because *wašābum* does not mean to serve⁵ and because the word order suggests that the new couple is the subject of the verb. The clause stipulates that if they wish to end the cohabitation (in order to start their own household?) the new couple is obliged to provide their parents with a place to live and perhaps also have to bear the costs of arranging this. One can understand that, if the (perhaps already aging) parents tried to secure their future by the arrangement recorded in lines 1-8a, the contract contains a stipulation that offers them still some kind of security and perhaps care, if the cohabitation does not continue. If this is correct, the contract is a remarkable, but also imperfect instrument to achieve this, because a vital element, living together in one household, is not imposed as an obligation. One also misses a clause on what happens when the parents die.

The contract is concluded in the presence of four witnesses, all with Anatolian names. Whether the parents, whose act of adoption is recorded, and/or the son and his wife, who in some way assume the obligation to care for their parents, have sealed it as proof of acceptance of their obligations is unknown; the envelope is missing and the inner tablet, as usual, only mentions the witnesses.

The question of course arises whether the substance of this contract, written in Old Assyrian, reflects Assyrian or Anatolian law. While the arrangement of a marriage between a single child and a partner who is adopted, with the intention of obtaining an heir and securing care in old age, is not unique, we have no Old Assyrian evidence for it. The substantial similarity with the above-mentioned Anatolian brotherhood contracts, both in the formulation of certain clauses and in the goal of the legal arrangement, suggests an Anatolian background. Writing and language may also support this conclusion. While the use of *ana mer’uttim laqā’um* is normal Assyrian (cf. KAJ 3:4), the use of *t̄ābum* to express volition is not and apart from our contract it only occurs in the above-mentioned Anatolian brotherhood contracts (cf. *CAD T*, s.v. *t̄ābu*, 1, j, “in volitional sense”); normal Assyrian uses *libbum*, *šumma libbišu*, etc. Moreover, the texts use an “irregular” construction, *t̄ābum* with a personal subject (“it pleases

⁵ This meaning only applies to *wašābum mahar* (Sumerian *i gi ... g ub*), lit. “to sit before”, see Veenhof 1982: 375, note 42.

them” > “they are pleased”), while *ītiabšunu* in line 10 is the normal construction, but not with the required dative, but with a mistaken accusative suffix.⁶ Finally, the writing *ṭá-bu-ú*, with plene writing of the long final vowel, also in *uš-bu-ú* in line 8 (which should have been *uššubū*) is abnormal. The scribe may have been an Anatolian, who had learned Assyrian and cuneiform, or an Assyrian trader who tried to render faithfully an expression used in Anatolian customary law. But this requires more proof on the basis of a careful linguistic and legal analysis of all so-called Anatolian contracts, which is a serious desideratum.

Text 2: TCL 1, 240 (*kārum* Kanesh level II)

An Anatolian couple arrogates a young man as son and by stipulating a heavy penalty secures that he will bring into his father’s household what he acquires, since everything is their joint-property. Additional stipulations concern the birth of a boy by a slave-girl(?) of the adopter, property assigned to the son, the penalty if he decides to go elsewhere, the father’s right to sell the son if he gets poor, the son’s inheritance after his parents’ death and what happens if the adopter’s wife after all bears a son.

*Ha-ba-ta-li ki-ma Na-ah-šu-ša-r[a] / Ší-li-a-ra me-ra-šu / šu-ma Ší-li-a-ra / KI-IL₅-BA-am
mì-ma a-<a>-kam-ma (5) i-kà-šu-du-ni a-na É^{be-et!} / Ha-ba-ta-li ú-ba-al / šu-ma iš-tù Ha-ba-
ta-li / mì-ma ú-pá-za-ar 2 ma-na KÙ.BABBAR / i-ša-qá-al šu-a-tí i-du-kù-šu (10) e-šú-nu /
(rev.) ma-sú-nu ša 3-šu-nu-tí / šu-ma ša Ha-ba-ta-li / šú-ha-ar-šu ú-lá-ad / 6 GÍN KÙ.BABBAR
a-na e-le-e (15) i-za-zu du-nam ša Ha-ba-ta-li / Ší-li-a-ra il₅-qé šu-ma ki-ša-sú / a-na BA-tim
i-pá-nu 2 ma-na KÙ.BABBAR / i-ša-qal ú šu-a-tí i-du-ku-šu šu-ma / Ha-ba-ta-li i-lá-pí-in
Ší-li-a-/ra¹ (20) a-na ší-mì-im i-da¹-šu šu-ma / Ha-ba-ta-li Ni-wa-ah-šu-ša-ar / i-mu-tù Ší-li-
a-ra / i-la-qé šu-ma šu-ha-ra-am ú-lá-ad / mì-ma É^{be-tim} i-[lá-qé] (25 left edge) IGI Da-hu-ší
IGI¹ Wa-za-wa / IGI Ša-áp-ta*

“Habatali (also) representing Niwahšušar(a), Šiliara is his son. If Šiliara acquires somewhere any (5) he shall bring it/him to Habatali’s house. If he (Šiliara) hides anything (he has acquired) from Habatali he shall pay 2 minas of silver and one will kill him. (10) Everything they possess belongs to the three of them (together). If the one of Habatali bears a boy off/for him, 6 shekels of silver are *in addition* (15) available (for her?). Šiliara acquired the fortified house of Habatali. If he turns his neck to elsewhere, he shall pay 2 minas of silver and one will kill him. If Habatali becomes poor, he can sell Šiliara. If (21) Habatali (and) Niwahšušar die, Šiliara will acquire (their property). If she bears a boy, he will acquire the whole house. (25) In the presence of Dahuši, of Wazawa, of Šapta.”

⁶ CAD T, 38, 1, j, corrects this into *-šunu<ti>*, apparently rejecting the view of Th. Jacobsen, *JNES* 22 (1963), 21a, who considers *-šunu* a “superlative accusative”, equivalent to the construction *īābum eli*, “to be pleasing to”. But the latter does not occur in Old Assyrian, where the verb can be construed with *ina šēr*, ICK 1, 69:9, *amtum iššēriki lā īābat*, “the slave-girl does not please you”. Note also the construction *raminī lā īābma šuhārīa laṭrudam*, “because it does not appeal to me (suit me?), I will send my servants”, in AKT 6, 422:15-16; in AKT 8, 219:19-20 the verb is construed with *īšti*: *īšti ahika lū ṭabāti*.

Notes on the text

The contract was edited as *EL* no. 8 and presents problems of reading and interpretation, but emending a copy of Thureau-Dangin is risky. Some of *EL*'s proposals cannot be accepted, but some necessary corrections suggest that the ancient scribe made mistakes: *a-kam-ma* for *a-a-kam-ma* (4), the subjunctive of *ikaššuduni* after *šumma* (5), *ullad* for *tullad* (13, 23), *i-dí-šu* for *i-da-šu* (20), and the omission of the object of *ilaqqe* and the subject of (*t*)*ullad* (23). Note also the different spellings of the name of the woman in lines 1 and 21. The authors of *EL* write that “dem Verfasser der assyrische Sprachgebrauch nicht vertraut war”, but it seems more a matter of scribal training than knowledge of language, because most of the text is good Assyrian and uses Assyrian idiom (lines 10, 16f.). This suggests an Assyrian trader who was not a professional scribe, rather than an Anatolian scribe.

4. *EL*'s emendation of what looks KI-IL₅-BA-*am* into *šuhāram* is doubtful and anyhow cannot support their idea that this line refers to “Kinder die er (Šiliara) irgendwoher bekommen sollte”, since *kašādum* is not used for begetting children.

10-11. The reading given (< *eš-šunu u mād-šunu*) yields a nice *per merismum* and has parallels in Old Assyrian (cf. already *CAD I/J*, 221f., 2; also *Kt. c/k 705:17f.*: *ešam u mādam šēbilānim*, courtesy of J. G. Dercksen), although the use of the adjectives with pronominal suffixes is unique. At the end of l. 11 one expects a final *-ma* to mark the subject of the nominal sentence.

12-15. The reading is certain, but the interpretation difficult. Since *ša H. šuhāršu* for “H.'s *šuhārum*” is unacceptable (the construction is limited to literary texts), *ša H.* must be the subject and *ullad*, obviously a mistake for *tullad*,⁷ must refer to a woman in H.'s household.

16-17. The reading *ki-ša'-sú ana battim ipannu* was proposed by *CAD K*, 447a, s.v. *kišādum*, “if he turns toward the frontier (i.e. tries to escape into a foreign country)”, but a better translation is “turns elsewhere”, see *CAD B*, 169, s.v. *battu*, b, with the good parallel “he made her live elsewhere (i.e. not in his own house)” (*ana batte ušēšibši*) from Middle Assyrian Laws A § 36:83; see also above, comments on text 1:12.

20. The clearly written *i-dí-šu* must be a scribal mistake for *i-da-šu* = *iddan-šu*.

23-24. The object of the first *ilaqqe* is not specified, nor who “will acquire (if *i-[lá-qé]* is a correct restoration) the whole house / everything of the household”.

25. Contrary to *EL* there are three witnesses and there is no reason for interpreting Šapta not as a name (cf. E. Laroche, *Les noms des Hittites*, Paris, 1966, no. 1110).

Interpretation

This contract is much more detailed than the previous one, but still offers problems of interpretation, because it is at times rather laconic and short. The contract records the adoption (arrogation) of Šiliara (henceforth Š.) by a couple by the simple statement that he is (now) the son of Habatali (henceforth H.), who acts also for (*kīma*¹) Nahšušara (line 21 has Niwahšušar), according to her name a woman and to all appearances H.'s wife. Š.'s background – an independent young man, hardly a manumitted slave; no person who gave him

⁷ As it clearly is in TC 3, 214:7, where the (divorced) wife is mentioned as subject of the verb (cf. Balkan 1957: 45f.). In line 8 the scribe of this text also wrote *ašar libbišu* for *ašar libbiša*, “where she likes”. More ‘Anatolian’ texts show problems with feminine forms, such as the *t-* prefix for a woman as subject of a finite verbal form and the possessive and object suffixes of a noun or verbal form referring to a woman (confusion of *-šu* and *-ša* and of *-ša* and *-ši*).

away is mentioned – remains unknown and nothing is said about a possible marriage or wife. In general we may assume that the various clauses concern Š.'s relation to his adoptive parents and apply to his obligations as member of their household (work and care), his status and rights (as son and future heir) and to the issue of offspring, if the adoptive parents were childless.

According to the interpretation of *EL* the main purpose of this arrogation, as phrased in lines 3-15, was to provide the adoptive parents with offspring. This is not convincing, since the verb *kašādum*, whatever the meaning of *g/k/qilb/pum*, refers not to the begetting of children but to material, perhaps commercial acquisitions he has to bring (*wabālum*) into the house of his adoptive father. Lines 3-9 are one composite stipulation consisting of two clauses beginning with *šumma*, “if”, and one sanction (as more often in Anatolian contracts breach of contract is punished by a heavy fine and death penalty). The prohibition to hide anything from his father is connected with and thus also covers the acquisition (*kašādum*) mentioned in line 4-5. This prohibition also occurs in the already mentioned Anatolian “brotherhood contracts” (see Veenhof 1998: 148f., 4). Of the texts discussed there, A:13-18 and D:5-8 stipulate that the brothers shall make commercial profit (*kaššu’um*) for the joint household (which equals “bringing acquisitions into the house” in our text) and that whoever harms (the interests) of the father and mother by “hiding anything” (*mimma upazzar*) shall pay a heavy fine. This leaves the question open what Š. might acquire according to lines 3-5. Should *EL*'s reading *šuhāram*, “a boy”, after all be correct, it can only refer to acquiring a young boy presumably as a slave, to work in the household; this is also the opinion of *CAD* A/1, 224, which translates “if Š. gets hold of some young man somewhere”. If we stick with *g/k/qilb/pam*, it remains unknown what Š. acquires and brings home.

As for the property, lines 10ff. state that parents and adoptive son jointly own all of it, and after a difficult clause (lines 12-15a) that mentions the transfer of some silver, lines 15b-16a state that the adoptive son has already obtained (*ilqe*, past tense) the “fortified house” (*dunnum*) of his father. It must have been given to him (in possession or usufruct?) when he was adopted and as its rare name indicates, must be different from the house in which his parents live. Having acquired this status and property he cannot break with his adoptive parents, which is expressed by the unique “to direct one’s neck elsewhere”. This could be simply leaving them, but perhaps also that he decides to become independent, neglecting them, while retaining the house he had been given. The meaning of lines 12-15a is unclear and one wonders to whom the suffix *-šu* added to *šuhārum* refers. Assuming that *ullad* is a mistake for *tullad*, *ša Habatali* must refer to a woman in H.’s household, hardly a daughter of H. (as *EL* consider possible), because in that case her marriage with Š. should have been mentioned. The curious, impersonal “the one of H.” seems more appropriate for a slave-girl of H. than for his wife, as also *CAD* Š, 231, 1, a, believes, since it translates “if (a slave girl) of PN gives birth to a boy by him”, where “by him” (or “for him”, giving the suffix dative force) could refer to the owner of the slave-girl, H., or perhaps to Š. A choice is difficult, because the destination of the six shekels of silver, which in that case “are ready for”, or “belong to *e-le-e*” is unknown, cf. *CAD* E, 114 s.v. *elû*.⁸ The question whose boy/son is meant depends also on the interpretation of lines 23-24, which state: “If she(!) gives birth to

⁸ *EL*'s view that this word means “for the gods” is unlikely, also because “god”, *ilum*, is always written with initial *i*-.

a boy, he will ac[quire] (*i[-lá-qé]*⁹) the whole house”. *CAD* Š, 231, 1, a, makes this explicit by translating “(even) is she (the wife) gives birth to a boy, he (the adopted heir) will (still) receive all the household property”. This suggests that H.’s wife was thus far childless and it makes this clause a protection of the status and rights of the adoptive son against claims of or for later natural sons. Such a clause is well known from Old Babylonian adoption contracts,⁹ and since it faces a predictable problem, its occurrence in Old Assyrian would not be surprising. This is supported by the place of this clause in our contract, since it follows the statement that after the death of his parents the adoptive son “will acquire” (*ilaqqe*), scil. their property as inheritance. The contrast with the clause of lines 12-15a then could be that the latter consider the possibility of H. begetting a son with a slave-girl or concubine, whereby the unclear lines 14-15a could mean that this mother or son will acquire a fixed, but modest amount of silver, but will not further share in the inheritance, which belongs to the adopted Š. If this interpretation is correct the contract, essentially a business-like agreement between two parties, does not say anything on a possible marriage and offspring of Š.

His new status, however, does not protect Š. against the consequences of a financial catastrophe. In such a situation his adoptive father retains the right to sell him, which is not really surprising because according to Anatolian contracts defaulting debtors did hand over and sell their children to creditors (see Veenhof 2000: 142-152). This basic right of the father may have been stated, because the mention of all the prerogatives of the adoptive son might suggest that this was impossible with him. The use of *lapānum*, “to become poor”, is interesting here, because it does not seem to be used in Old Babylonian contracts and the Laws of Eshnunna, in § 39 for such a situation use the verb *enēšum*, “to become weak”. Note that the verb is also used in the Old Assyrian marriage contract KTS 2, 6:9, where the solidarity between man and wife is expressed by stating that “the house belongs to both of them together and they will jointly become poor or rich” (*bētum / ša kilallēšunuma / ilappinū u (10) išarrū ana barešunuma*).¹⁰

Text 3: Kt. 89/k 379 (*kārum* Kanesh level Ib)

Published by V. Donbaz (1993: 137, with pl. 26:2a-b); a damaged, unopened, sealed envelope with a tablet inside. The edition presented in my original manuscript is now superseded by the new edition in Günbattı 2015:119-123, nos. 4-5, after the envelope had been opened. Günbattı’s edition corrects readings and restorations of Donbaz, notably in lines 10’-11’, and shows that it was not notarized by Pithana, but most probably by king Inar. I nevertheless present the text here – the well-preserved text on the tablet, with mention of the variants of the envelope, which contains the ‘notarization’ – as an important source for the practice of adoption and because its interpretation remains difficult. It is a record of the cancellation, called “non-completion”, of an adoption among Anatolians. The adopted son leaves the house and there is a mutual renunciation of claims, secured by a penalty. The last line calls it “the ‘guilt’ (*arnum*) of Humadašu”, the meaning of which needs to be established. The archival

⁹ See David 1927: 43, lines 9-12 (read at the beginning: *10 mārī*) and 46-47.

¹⁰ Note also (not mentioned in *CAD* P, s.v.) OIP 27, 15:10-12, where somebody observes: “The rich [becomes poor and the p]oor becomes rich” (*šarium / [ilappin la]pnum išarrū*, see Dercksen 2001:53, note 75), and the letter Kt. 88/k 807b:4 (*Archivum Anatolicum* 1 [1995] 53), *abī iltipimma / šūt išturu*, “my father got poor, but he got rich”.

origin of this contract is not very clear. It belongs to a group of 25 texts from *kārum* Kanesh level Ib (Kt. 89/k 358-383), whose excavation numbers show that it was found in 1989 after two and before a third Assyrian archive (Kt. 89/k 384-435), all from level II, but not from the same house.¹¹ It seems likely that the level Ib group was found in a new house or in a new part of the house where the second archive had been found, in whose lower level subsequently the level II texts Kt. 89/k 384-435 turned up. The group is a mixed lot, but (a) Humadašu occurs in several of its texts. In Kt. 89/k 374 (damaged and unpubl.) he buys a slave, together with his brother(?), wife and son; Kt. 89/k 376 (damaged and unpubl.) records what may be an agricultural transaction¹² of him and his wife, involving 9 shekels of silver. We also meet him in Kt. 89/k 365, Kt. 89/k 383, and TC 1, 122 (where Humadašu divorces his wife Hahaluwan), texts presented and discussed by Dercksen (2004: 144f. and 169-173). All texts may well concern the same man, the last two records are notarized by the ruler Waršuma, Kt. 89/k 379 by Waršuma's predecessor Inar, while the notarization of Kt. 89/k 365 is unreadable. If so, we meet in Humadašu a man who is involved in the affairs and reorganization of a family household, which, according to the last four texts, implies accepting or giving up and shifting service obligations owed to the king or high dignitaries, as described by Dercksen. Whether the adoption of Nakile'et is to be understood in this context is not clear. Anyhow its termination, during the reign of Inar, was fairly early. Humadašu's occurrence in several texts suggests that at least part of the group of Ib texts found in 1989 belonged to the archive of a household to which he belonged.

Envelope 1-5a:

[KIŠ]IB *Wa-li-iš-ra* / [GAL *n*]a-gi₅-r[e] KIŠIB *Du-du-ú* / [GUDU₄ KIŠIB *Kam*]-ma-l[i-a] / [GUDU₄ ša] *Ni-sà-ba* KIŠIB *A-nu-nu* (5) [x x x]

Tablet:

Hu-ma-da-šu / *Na-ki-le-et a-na* / *me-er-ú-tim* / *il₅-qé-šu-ma u₄-ma-am <me-er-ú-ta>* (5) *lá uš-ta-ak-li-lu* / *Na-ki-le-et* / *iš-tù be-et* / *Hu-ma-da-šu i-tí-ší-i* / *li-tap-ra-ás a-ma-tí-ma* (10) *lu Hu-ma-da-šu* / *lu ma-ar-šu* / *lu ru-ba-ú Ku-ša-ra-i-ú* / *a-na Na-ki-le-et* (lo.e.) [*ú me-er*]-e-šu (rev. 15) [*lá i-t*]ù-wa-ar / [*a-hu*]-um a-na / [*a-hi-i*]m ša *i-tù-ru-ú* / [x] *ma-na KÛ.BABBAR i-ša-qal* / IGI *Wa-li-<iš>-ra* GUDU₄ (20) IGI *Du-du-ú* GUDU₄ / IGI *Kam-ma-li-a* GUDU₄ / ša *Ni-sà-ba* / *ar-nu-ú ša Hu-ma-da-šu*

Envelope adds after line 18 (*išaqqal*): (25) [*ú*] *i-du-<ku>-šu* (26) *i-[qá-té I-na-a]r* (27) *ru-ba-um ar-nu* (edge 28) ša *Hu-ma-da-šu*.

“Humadašu had adopted Nakile'et as son, but today they have (5) not completed the adoption. Nakile'et has left Humadašu's house, they have separated. Never in the future will (10) either Humadašu or his son or the rulers of Kuššara (15) raise a claim against Nakile'et and his sons. Who raises a claim against the other shall pay [x] minas of sil]ver. Condemnation(?) of Humadašu.”

¹¹ I know the texts from Donbaz 1993, from copies made by Y. Kawasaki, and I have been able to collate some of them in Ankara. The first Assyrian archives are those of Ikūn-pī-Aššur (Kt. 89/k 191-274) and of Ēnah-ilī (Kt. 89/k 275-357). Kawasaki observed that some of the Assyrians figuring in the last 'archive' had close contacts with the owner of the second one. For information on the find spots, see Hertel 2014: 47f. nos. 63-65.

¹² Perhaps an agricultural undertaking, because of line 8: [*ana*'] *e-ra-ší-[im]*.

Envelope adds: “and they will kill him. By authorization of the ruler [Ina]r. In the presence of Wališra, the priest, of Dudū, the priest, of Kammaliya, the priest of Nisaba.”

Seals

Günbattu notes the impression of a stamp seal in the middle of lines 6-8 and of cylinder seal A on the rev., after line 18 and line 26 (see the photo on p. 180), but it is not clear who of the four(!) sealers are their owners.

Notes on the text

That the notarization and the death penalty (added to the monetary fine), recorded on the envelope, are missing on the tablet is surprising, but there are more examples of differences between tablets and envelopes of ‘Anatolian’ records. The envelope of Kt. 01/247 (Günbattu 2015, no. 6), after mentioning the promise of non-vindiction, mentions the penalty for vindication, but it is omitted on the tablet.

Envelope 1-4. The presence of officials and especially of priests among the witnesses, also in some other records “notarized” by the ruler (at times omitted on the tablet, cf. Kt. 89/k 383 = Günbattu 2015, nos. 12-13), supports the idea of a decision reached by and possibly in the palace, whereby these dignitaries may also have acted as judges to reach the “verdict” (? *arnum*) recorded.

13. *rubā’ū* does not imply that Kuššara had more than one ruler, but must mean “magnates”. Cf. CCT 4, 30a:16-17, which mentions that, after the king of Hahhum had committed bloodshed, the *rubā’ū* are watching each other (*rubā’ū ina barešunu itaṭṭulū*).

19. In comparable records we meet fines of 5 and 10 minas of silver.

Interpretation

This remarkable contract, which dates from the first quarter of the 18th century BC (*kārum* Kanesh level Ib), records the termination of Nakile’et’s status of adopted son of Humadašu. It is provided with a ‘royal notarization’ and surprises by mentioning that “the rulers of Kuššara” promise to renounce any claims on the man adopted. It begins with a narrative, mentioning that Nakile’et had been adopted (in the past, *ilqe*) and that “today they have not completed the adoption”. Nakile’et has now (two perfect tenses) left this father’s house and has separated himself from him. The text does not inform us about the reason for terminating the relationship and no penalty or compensation for doing so is imposed, as Old Babylonian contracts do, when they spell out the consequences of declaring “you are not my father/my son”. That the clauses on non-vindication and the penalty for it apply in the first place to the adoptive father and his natural son suggests that the adoptive son, who preferred to work for/with other “fathers”, wished to leave and that Humadašu did not agree, so that judicial intervention, with authorization by the ruler, was necessary to make this possible. This could explain the absence of a penalty, because the obligation to let Nakile’et depart was already a serious blow.

That the rulers of Kuššara renounce any claims on Nakile’et suggests that he originated from that town and that his adoption by a man in Kanesh meant that his previous overlords – he may have been a dependent of the palace or a temple, perhaps even a manumitted slave – by allowing his adoption (perhaps in exchange for some kind of compensation) had given up their claim on him. Since the termination of the adoption may have meant the loss of his status as citizen of Kanesh, this might prompt his previous overlords to claim him back and therefore the

contract forbids this. Since such a stipulation would only be effective if his overlords had acknowledged it, we may assume that one or more of the witnesses represented them, perhaps (one of) the priests, if they were from Kuššara. If so, their presence might indicate that the adoptive son had belonged to a temple there.

The last three words, *arnu ša Humadašu*, are important and there are a few more Anatolian contracts of this period that end in this way:

- a) Kt. 89/k 371:29, the redemption of a slave-girl sold by the creditors of her owner(s), notarized by Anitta (Donbaz 1993: 139);
- b) TC 3, 214:23, a divorce, notarized by Pithana (Dercksen 2004: 173);
- c) Kt. k/k 1:23, a divorce, notarized by Zuzu (Donbaz 1989: 83f., 97 and pl. 16);¹³
- d) Kt. k/k 9:22, an arrangement about debt, notarized by Pithana (courtesy of K. Hecker);
- e) Kt. š/k 3:22, a debt-note, notarized by Pithana (Günbattı 2015: 147-150, no. 14).

In all these texts *arnu ša* PN appears in a contract or arrangement that is “notarized” by the ruler, *iqqatē* RN, a formula that must indicate that it was endorsed by him or concluded under his supervision.¹⁴ *Arnum*, known in Old Assyrian as “fine, penalty”, often imposed by the *kārum* on members that committed wrongs, also means “guilt”. No fine or penalty is stipulated in these contracts, apart from that for vindication, which is a different matter. The persons whose *arnum* it is also pose problems. In *a*) we read: *ar-[nu ša x x] x-DÍ*, but nobody of the parties or witnesses involved bears a name that ends thus. After the broken lines 30-31, which probably contained the names of two persons, line 32, on the left edge, reads: *ú Ni-k[i-l]e-et a-ra-šu-nu*, “... and Nikile’et, their *arnum*”, but Nikile’et does not figure in the text. The name after *arnu ša* in *c*) probably is *Li-dí-x* [.....] (or *Li-l[i-.....]*), but again not somebody who features in the text. In *d*) *ar-nu* is followed by *Ma-[x?]* and on the next line, before the first witness, there are five signs that together do not yield a name that is known and anyhow not one of someone mentioned in the text. Only “*arnu* of Nikile’et” in *b*) is helpful, for this is the man who divorced his wife. That the no-claim clause only protects his divorced wife, suggests that the judgment of the ruler and the judges was given against him. He has to accept the divorce and cannot raise claims against his ex-wife, who is, moreover, stated to be exempt from the *arhalum* (some kind of obligatory service; see Dercksen 2004: 141-3); “she can go where she¹ wishes”. Similarly, in our record Humadašu probably objected against Nikile’et’s wish to leave him, but was forced to accept it by a judgment given against him, which must be the meaning of *arnum*. This agrees with the translation of *b*) in Dercksen 2004: 174, “Verdict concerning Nikilit”,¹⁵ rendered by me as “condemnation”, which identifies him as the party who lost his case. This meaning of *arnum* could also apply in *c*), where the fact that the wife was granted 15 shekels of silver as divorce money may have been based on a judicial decision. Why it occurs in *d*), which records a silver debt with probably three debtors and two creditors, is not clear, but an unusual and difficult formula there probably reflects problems concerning its liability that had to

¹³ Note that the tablet shown as Kt. k/k 1 obv. on pl. 16 is actually the obv. of Kt. n/k 31. The obv. of Kt. k/k 1 is shown in T. Özgüç, *Kültepe – Kaniš II* (Ankara, 1986), pl. 44, 1a-b.

¹⁴ For this “notarization”, see Veenhof 2008: 169-172; a new list of its occurrences can be found in Günbattı 2015: 111-112.

¹⁵ Günbattı 2015, commenting on our text, suggests that the expression “emphasizes the responsibility of the related person”.

be solved.¹⁶ I have no explanation for the combination of *arnum* with names of people who are neither parties or witnesses. Could they have been arbitrators or judges?

The verbal form in line 5 of our contract, “they have not completed”, is in the plural, but does not prove that the termination was consensual; it rather describes the factual outcome, reached “today”. Similarly, the two divorces mentioned above (texts *b* and *c*) do not state that the husband divorced his wife (or *vice versa*), but they use the reciprocal *ittaprušū* (sic) for the outcome. This means that the fact that the adoptive son leaves his father’s house is not a breach of contract, but the consequence of the formal termination of the relationship; he is now free to go where he wishes. The question remains what the unique “they have not completed” means and why one did not write “they have terminated”, or “they have separated” (which is used in the brotherhood contract Kt. 89/k 383:10f., *ištu bētim iptarsū*, see Donbaz 1993: 134). If the verb expresses that the adoption at this stage was not yet complete, what was still missing? Since the adoptive son already had a son, we cannot assume this was a case of an adoptive father failing to give his son the proper education and professional training which, according to § 189 of Hammurabi’s Code entitled him to go home (based on the unlikely assumption that such a rule obtained in Anatolia). Did the “completion” refer to the transfer of the ownership of property to the adoptive son (as happened in text 2:15-16, where he “acquired his father’s fortified house”), or did adoption not immediately or automatically grant the adoptive son the right of an heir, because it required an additional decision? Our knowledge of ancient Anatolian family law is still too limited to know the answer.

When the separation took place the adoptive son was grown-up, with a son, and accordingly had married, but his wife is not mentioned. Speculating, we could assume that he had married a daughter of his adoptive father and come to live in the latter’s house, where he was supposed to work together with his father in the same, possibly commercial business. This then would resemble what the Anatolian ‘brotherhood contracts’ stipulate, which may concern both natural and adoptive sons (Veenhof 1998: 145-157). There the brothers are said “to dwell together in a single house” (with their father and mother) and “to make profit for (his) single household”. The termination of the relationship in our contract will have allowed the adoptive son to leave his father, which the latter may have disliked, because he lost a partner and somebody who could care for him in his old age.

Text 4: Kt. n/t 2100 (from the city mound of Kanesh)

A tablet found on the city mound of Kültepe, presumably dating from the period of *kārum* Kanesh level II. Published in Donbaz 1998: 416f., whose transliteration I follow in the absence of a photo or cuneiform copy. It deals with the adoption of two young men by an Anatolian, with stipulations on their penalty when they leave or embezzle property of(?) their adoptive father.

Šu-pu-na-ah-šu / Wa-al-ha-áš-na / ú I-na-ar / me-er-ú-šu (5) Wa-al-ha-áš-na / ú I-na-ar / Šu-pu-na-ah-šu / e-zi-bu [x²] / ½ ma-na KÙ.BABBAR (10) i-ša-qú-lu / (rev.) šu-ma Šu-pu-na-ah-šu / mi-ma-ša-ma / i-ša-ri-iq-šu² / ½ ma-na KÙ.BABBAR (15) i-ša-qú-lu / IGI Ga-ru-ú²-a² / IGI Ni-wa-šu / IGI Ga-li-ga / (left edge) IGI Ša-ma-ah-šu-šar

¹⁶ Lines 16-19, *ana kaspim / šalmam u kēn[am] / nuṭahhišunu / idaggulū*, which might mean “for the silver they will look at / have a claim on the one who is solvent and available, (whom) we brought in contact with them”.

“As for Šupunahšu, Walhašna and Inar are his sons. (5) When Walhašna and Inar leave Šupunahšu, they will pay half a mina of silver. (11) If, as concerns Šupunahšu, anything is stolen from him, they will pay half a mina of silver. (16) In the presence of Garū’a, of Niwašu, of Galiga, of Šamahšušar.”

Interpretation

The text is straightforward and clear, if we make Šupunahšu in line 11 the proleptic indirect object of “to steal”, resumed by the suffix *-šu* after the verb (either an ablative-accusative suffix, “from him”, or *-šu* for the dative, *-šum*; both are attested with *šarāqum* in Old Assyrian, cf. CAD Š/II, 53, b and 56, 4, a). Making Šupunahšu the subject is unlikely considering his status and would require changing *išaqqu* into *išaqqal*.¹⁷ Since the text does not mention from whom the boys were adopted, they probably were arrogated, independent young men, perhaps brothers (but no names of fathers are given). Šupunahšu’s purpose may have been to acquire sons, but since his wife is not mentioned, perhaps primarily as workers for the family household, as a comparison with the “brotherhood contracts” (Veenhof 1998: 145-160) suggests. The latter forbid the brothers to “hide anything” (*mimma pazzurum*) in order to keep earnings for themselves instead of handing them in “for the single household”. “Stealing” in our contracts probably refers to a similar behavior and not to an ordinary theft. This might explain why the penalty for “stealing” is a modest fine, while penalties for breaching a contract among Anatolians usually are a heavy fine and (a perhaps subsidiary) death penalty. Ending the relationship with their adoptive father is expressed by the verb *ezābum*, “to leave”, “to abandon”, which is typical for the divorce in a marriage, but is also used in other situations. It is appropriate here because the sons will indeed leave the household of their father. The clause is one-sided; the possibility that the adoptive father wishes “to leave” or to “send away” his adoptive sons is not even considered, presumably because it had been his initiative and interest to adopt them.

Text 5: APM 9220 (Late Old Assyrian)

A deed of adoption and manumission, edited in Veenhof 1982: 359ff. I offer here its translation with the transliteration of some key words and expressions in footnotes.

“Etel-pī-Amurru, son of Puhānu, he manumitted his young slave^{a)} Šamaš-rabi. As long as Etel-pī-Amurru, his father, and Ahatū’a, his mother, live he will support them and apply himself to serving them.^{b)} After (the death of)^{c)} Etel-pī-Amurru, (10) his father, and Ahatū’a, his mother, he will acquire one *iku* field in the polder Ababat (and) one ox. If Etel-pī-Amurru reclaims him,^{d)} he shall pay 2 minas of silver. If Šamaš-rabi pushes his father Etel-pī-Amurru away and departs,^{e)} he will be sold for silver in whichever *kārum* he is spotted.^{f)} The oath (MU) (was sworn) by Aššur, Adad, and king (LUGAL) Šamši-Adad (that) nobody shall raise claims.^{d)} Six witnesses; dated to month III of the eponymy of Išme-Dagan, son of Šamši-Adad.

¹⁷ Donbaz’s idea that words may refer to Šupunahšu stealing for himself (*-šu*) and his sons being responsible for the deeds of their father (“they will pay”) is not acceptable.

a) 3: *šuhāršu pussu ullil*; b) 7-8: *ittanabbalšunuma ša palāhišunu ippuš*; c) 9: *ina urkitti*;
 d) 15, 25: *ibaqqiršu, mamman la ibaqqir*; e) 17-19: *irti E. irahhišma ittallak*; f) 21: *ina kār innammaru*.

Commentary

The contract exhibits Assyrian lexical features, such as the use of *wabālum* Gtn in the support clause (in Babylonian *našūm* Gtn) and its combination with *palāhum* (this verb is also used in Old Babylonian, cf. Stol 1998: 62f. and for their later use, see Veenhof 1998: 127-134), in which this text is a precursor of Middle Assyrian, for example KAJ 1:8-12 (David 1927: 101; more examples in Veenhof 1982: 377): “as long as his parents live the adopted son will serve and maintain them and apply himself to serving them in the countryside and in the city” (*ipallahšunu ittanabbalšunu eqlam u libbi ālim ša palāhišunu eppaš*). This Middle Assyrian contract also uses *ina urkitti* (Old Assyrian *ina warkītim*), “later”, to introduce the clause about what the adoptive son will inherit, in the singular as is typical for Assyrian, while Old Babylonian prefers the plural (*ina warkīātīm*, cf. CAD A/II, 282, 1). The same *ina urkitti* is used in the same function in VAT 19865:9. The inheritance Šamaš-rabi will acquire (*laqā’um*) is small and fixed, one *iku* of land and one ox, while no house or other possessions are mentioned, which, however, do occur in the Middle Assyrian adoption contract KAJ 6:8-9, “including his field and his house and everything he owns” (*adi eqlišu u bētišu u mimmūšu gabbē*). Were there perhaps other heirs? In Old Assyrian the division of the inheritance was specified in the testator’s last will and although there are indications that the eldest son got something more,¹⁸ we find no general rules, such as in Old Babylonian society, where the eldest son would get a double share, ten percent extra, or only first choice.¹⁹ In the already mentioned Anatolian “brotherhood contracts” the brothers usually “share equally” (*mithal iriš izuzzū*), but in TC 1, 62:18-20, which involves three ‘brothers’ (*athū*), we read that after the death of the parents “(of) the house, whatever there is, Šimnuman [will take] 2 shares” (*bētam mīmma / ibaššiu 2¹ qatātīm / Š. [ilaqqe]*). The same preferential treatment is found in the unpublished contract VAT 19865:14-18, “From the house, fields I, as eldest son will take two shares” (DUMU GAL *šitta qatāti / ilaqqe*), while his younger brothers will share the rest equally. This stipulation is terminologically similar, but legally different from what the Middle Assyrian adoption contract KAJ 1 rev. (David 1927: 101) stipulates: “[When] they (the parents) still acquire [(natural) sons] (*iraššūni*), the eldest son of the family will acquire two shares of the house(hold) and G. (the adopted son) will share equally with his younger brothers” (*[i]na É DUMU.É GAL 2 qatā / ilaqqema G. / ištu ahhēšu šahrutti / qāta mithar*).

Pūtam ullulum as technical term for manumission is well known in Old Babylonian, but does not occur in Old Assyrian, where we find the combinations *pūtam ebbubum* (AKT 3, 56:29) and *zakku’um* (TC 2, 21:25). The latter verb also occurs in Old Assyrian *pūt bēt abika zakki*, “purify your father’s house of claims” (Kt. 93/k 143:44, courtesy of C. Michel), but not for manumission, for which it is used in the Middle Assyrian document KAJ 7:8, a slave-girl *ina amuttiša uzakkiši*. Our contract twice uses *baqārum*, “to claim”, first for the action of the father who tries to make his son again a slave, later in a general prohibition against

¹⁸ See Veenhof 2012.

¹⁹ Cf. Stol 2004: 708f.

undermining this contract. The use of this verb, common in Old Babylonian, is unknown in Old Assyrian, which always uses *tuārum*, “to come back” in such clauses. The occurrence noted by Kienast (1984: 73 § 92 from his text 13B:7, p.122) is wrong, because we have to read: *šumma mamman i-pá-ṭá-ar*, “if anyone wants to redeem (the slave-girl)”.²⁰ The only occurrence thus far is in a contract in the Walters Art Gallery, quoted in Kienast’s note 78, which must be Late Old Assyrian (cf. *JCS* 8 [1954] 48f., note 71 and Canby 1975). Here the verb is used for claiming (the possession or freedom?) of persons who have become slaves and the penalty for doing so, 2 minas of silver, is the same as in our contract. In Middle Assyrian breaching a contract is denoted by *pasālum* (KAJ 1:25 and 4:22), not known from Old Assyrian, which uses *šamāhum*, especially in service contracts concluded with caravan personnel

Original features are the expression used for describing the son’s rejection of his adoptive father, not by quoting the formula “you are not my father”, used in Old Babylonian contracts and also Middle Assyrian KAJ 3:8-12 (= David 1927: 103), but by mentioning the action of “pushing him away”, probably used metaphorically. The contract stipulates the father’s right in such a case to sell his son as slave, but without mention of the “shearing”, to give him the hair dress of a slave, a common feature in Old Babylonian contracts, also attested in Middle Assyrian, e.g. in KAJ 6:20 (David 1927: 102). Here, if the son fails to serve and respect his father, the latter “will shear him and sell him for silver without (having to resort to) lawsuit and litigation”. Whether this right and custom existed in Old Assyrian is unknown (the Anatolian adoption contracts also do not mention this eventuality), but the formulation in our contract is original, “he will be sold in whichever *kārum* he is spotted”. It could reflect a commercial family background, of people visiting *kārum*s as traders, but the *kārum* may also figure as the place where fugitives would turn up and all kind of people could meet. The expression is known from the Old Babylonian period (Babylonia, Mari, Susa) as the place where a debtor, away from home and therefore probably commercially active, could pay, also to persons “carrying his debt-note”, to whom the creditor had given it for collection. The oath by god and king (Old Assyrian texts never call the ruler of Assur “king”, LUGAL) does not occur in Old Assyrian contracts, but we are here in the Later Old Assyrian period, when more elements common in contemporary Babylonia turn up in Assyria. The king by whom the oath is sworn must be Šamši-Adad II, son of Erišum III, king LVII of the Assyrian King List (as edited in *RIA* 7 [1981] 107). My original identification with Šamši-Adad I – and my remarks on how he had violated the Old Assyrian system of selecting year-eponyms by having his son appointed – were wrong, as we now know from the new Late Old Assyrian eponym list, KEL G, which does not list an eponymy of Išme-Dagan during the reign of Šamši-Adad.²¹

Text 6: AKT 4, 69 – An Old Assyrian letter on adoption

This unique letter, published by İrfan Albayrak in *Kultepe Tabletleri IV (Kt. o/k)* (Ankara 2006), was sent by Šuli to Lā-qēpum, who had apparently been adopted by him. Its

²⁰ In BIN 4, 65:42, quoted in Kienast’s footnote, we have to read *nīptur*, “we unpacked”.

²¹ See for this list Günbattu 2008 and Barjamovic, Hertel, and Larsen 2012.

understanding confronts us with several difficulties and because Albayrak's reading and translation can be improved, I present it here in full, followed by a short discussion.

	<i>um-ma šu-li-ma a-na</i>	Thus Šūlī, say
	<i>Lá-qé-pí-im qí-bi-ma</i>	to Lā-qēpum:
	<i>mì-šu ša áš-ta-na-me-<ú>-ni-ma</i>	“Why do I keep hearing
	<i>a-na lá a-wi-lim</i>	that in your opinion
5	<i>i-na e-né-kà</i>	I am no longer
	<i>ša-ak-na-ku-ni iš-tí</i>	a gentleman?
	<i>A-šūr ù i-li¹-a</i>	Do not with
	<i>e ta-AT-BA-x a-ba-am</i>	Aššur and my god!
	<i>ù um-ma-am</i>	You know neither father
10	<i>lá tí-de₈-ma a-na-ku</i>	nor mother and it was me
	<i>ú-ra-bi-kà</i>	who raised you.
	<i>a-na-ma¹ e-né-en</i>	Nota bene, after I had
	<i>ú-ša-ar-ší-ú-kà</i>	given you insight
	<i>ù ma-za-za-am</i>	I have also have established
15	<i>SIG₅: ša i-šé-ri-kà</i>	you in a good position
	<i>SIG₅ uš-ta-zi-iz-<kà>?</i>	that is fine for you.
	<i>a-ta šé-tù-tí tal-tí-qí</i>	But now you hold me in contempt
	<i>ù a-ba-e ša-ni-ú-tim¹</i>	and you also have acquired
	<i>ta-ar-tí-ší ú ma-lá</i>	other fathers and in your opinion
20	<i>Ah-ša-lim lá am-ta-ša-ku-um</i>	I cannot match Ah-šalim.
	<i>i-li: li-iš-a-al-kà</i>	May my god call you to account!
	<i>iš-tù-ma i-šé-ri-kà¹(A)</i>	Since I do not
	<i>lá tá-ba-ku-ni: er-ba-ma</i>	please you ¹ , come to my place
	<i>iš-tí-a zu-ku-ma</i>	and clear accounts with me
25	<i>ú me-ra-kà ša-ba-at-ma¹</i>	and then take your son
	<i>a-šar li-bi-kà: a-[ik]</i>	and go where you wish!
	<i>a-pu-tum iš-tí a-bi₄-il₅</i>	By no means depart with the
	<i>tup-pí-im e ta-li-ik</i>	man who brings this letter.
	<i>lá me-er-i a-ta¹</i>	You are no longer my son!”

Notes

This emotional letter presents several difficulties and the exclamation and question marks show that my readings (checked on the photographs, which unfortunately are rather dark and do not show the inscribed edges of the tablet) and interpretation deviate in various places from the *editio princeps* (see also my remarks in Veenhof 2009: 202). In line 8 the verbal form is a problem, also semantically, and its last sign is hardly AL (followed by an erased word divider?), cf. the clear AL of line 21, but I have no suggestion for the reading of this unique phrase. One expects something like “Do not break with Aššur and my god”, which means that by leaving his father, he also loses the latter's god, the god of the family. The last sign of line 16 is not MA, rather a broad IS; a reading ZU¹, which would yield a subjunctive and make this sentence the continuation of line 13, is not warranted. I assume that at the end of line 16 the object suffix *-kà* has been omitted. The expression *mazzāzam šazzuzum*,

“to give a position”, is new in Old Assyrian, where *mazzāzum* is only attested with a different meaning (probably “statue”, as votive gift, cf. J. G. Dercksen, *ArAn* 3, 84f.). *Ina manzāzim izuzzum* is known from Old Babylonian and I assume here a construction with double accusative **awīlam mazzāzam šazzuzum*. The LÁ read by the editor at the end of line 18 seems to be absent and would not make sense. In lines 19-20 we have the verbal idiom *mala maṣā’um*, “to equal, to match”, for which *CAD* M/I, 345-6 does not register Old Assyrian occurrences, but which is attested, e.g. in Kt. 91/k 138:5-6, where a son writes: *mala abia u anāku lā amši*, “I did not match my father”. In line 23, according to the photo, the second and third signs are DA = *tá* and BA, which yields the stative of *tābum*, construed with *ina šēr*, “to please somebody” (cf. ICK 1, 69:9, *šumma amtum iššēriki lā tābat*), which suggests the emendation of *iššēria* to *iššērika*.

Commentary

The addressee seems to have been adopted by the writer (do lines 8-10 mean that he was an orphan?), who became his father and “provided him with eyes”. This must mean that he gave him insight, which could mean that he educated and trained him, possibly in his own craft or profession, in line with what Codex Hammurabi assumes in § 188, a subject treated by Sophie Démare in her contribution to this volume. In this way Šuli secured his son a good position, presumably in the trading business. This may have meant some form of cooperation with his father, which ends now that the latter rejects him as such (line 29) because of his terrible behavior. The termination of the relationship, which may have lasted quite some time, since line 25 mentions that the adoptive son (in the mean time married) has a son, required a final settlement of accounts (line 24) and departure from his father’s house, where he apparently still lived with his son (lines 25-26). Nothing is said about the adoptive son’s wife, who is probably no longer alive. She might have been the daughter of the adoptive father who, having no son, gave him his daughter as wife, in order to obtain a heir and successor, an arrangement known from other periods. The letter, however, offers no clue to such an arrangement and the order (lines 25f.) to leave with his son does not favor this interpretation.

The estrangement between father and son and the latter’s contempt for his father must have led him (or was this the cause of the problems?) to associate himself with “other fathers” (line 18), probably investors or merchants, who employed him or with whom he cooperated. In particular with a certain Ah-šalim (line 20), who in his judgment is much better than his father, who experienced this as contempt, of his son treating him as if he was not a gentleman. The mention of “other fathers” might suggest that “his father” Šuli was also not his real father, but his master and boss, which is possible since *abum*, “father”, is used with this meaning in the trading community. But Šuli’s words in lines 8-10 and the final “you are not my son” suggest an real adoption.

We do not know who the persons involved in this conflict were, since Šuli, Lā-qēpum, and Ah-šalim all three have common names and those of their fathers are not mentioned. The archive, as far as published, contains not other letters addressed to Lā-qēpum and I have been unable to trace a Lā-qēpum, son of Šuli, which might be proof of the adoption. If my interpretation is correct the letter provides interesting insight in how in the society of merchants a man could adopt a son and train him in his profession to make him a partner.

II. Some new Old Babylonian adoption contracts

Text 7: BM 96987 (1902-10-11, 41; Aš 1-II-year 14); copy on page 40

A “Quasihüllentafel”²² provided with impressions of at least 13 different seals. A girl, manumitted and adopted by a *nadītum* of Šamaš, is donated by her mother to the goddess Aya. After my ms. had been completed an edition of this text was published by S. Richardson (2010a: 340-345, Appendix 1). In my original manuscript I had not included the transcriptions of the seal inscriptions, often difficult to read and damaged, because my readings needed further collation, which I could not undertake because of the deadline for publication (2011) and because prosopography was not essential for the purpose of my article. I now add them, combining Richardson’s results with my own readings, although there remain some differences between what we saw.²³

1	<p>^pmiNa-ra-am-tum DUMU.MÍ I-na-ŠĀ-er-še-et LUKUR ^dUTU ša I-na-ŠĀ-er-še-et LUKUR ^dUTU DUMU.MÍ ^dAK-AN.D[A.SÁ]</p>	Narāmtum (is) the daughter of Ina-libbim-eršet, <i>nadītum</i> of Šamaš, whom Ina-libbim-eršet, <i>nadītum</i> of Šamaš, daughter of Nabium-andasa, had adopted as daughter and had raised -
5	<p>ana ma-ru-ti[m] il-qú-ú-ši-ma ú-^ra¹-ab-bu-ši a-na ^dA-a ša É ki-is-še-e a-na ba-la-ti-ša ú ba-la-aṭ É a-bi-ša</p>	to Aya of the “House of chapels” for her own well being and for the well being of her family she donated her.
10	<p>i-qí-is-sí ^pmiNa-ra-am-tum el-le-et ša ra-ma-ni-ša ši-i a-na ší-it ša-am-ši pa-nu-ša ša-ak-nu</p>	Narāmtum is free, she belongs to herself, her face has been turned to the rising sun.
15	<p>U₄.KÚR.ŠÈ DUMU.MEŠ LÚ-^dASARILÚ.HI DUMU.MEŠ ^dNANNA-MA.AN.SUM NITA ù MUNUS ù DUMU.MEŠ ^dAK-AN.[DA.SÁ] ša ib-šu-ú</p>	In the future the sons of Lu-Asalluhi, the children of Nanna-mansum, male and female, and the children of Nabium-an[dasa], that are there and will be there
20	<p>ù ib-ba-aš-šu</p>	will not raise claims against Narāmtum and her children,
rev.	<p>a-na ^{mi}Na-ra-am-tum ù DUMU.MEŠ-ša NITA ù SAL ša ib-šu-ú ù¹(ŠI) ib-ba-aš-šu male and female, as much ú-ul i-ra-ag-gu-mu</p>	as there are and will be.
25	<p>MU ^dUTU ^dA-a ^dMarduk ù Am-mi-ša-du-qa LUGAL.E</p>	They have sworn the oath by Šamaš, Aya, Marduk and

²² For this type of tablets, see Van Lerberghe and Voet 1991.

²³ Differences between my and Richardson’s readings are: line 5, *ma-ru-ti[m]* versus *ma-ru-ti-ša*; line 6, *il-qú-ú-ši-ma* versus *il-qú-ú-ù*; line 34, GAZ-^dMARDUK versus *I-din-^dMARDUK*; line 37, *A-na-^dUTU-li-ši* versus *Ri-iš-li-ši*; line 39, *Nu-[ú]^r-^dIŠKUR* versus *[ĪR-^dMa]-mu*. My readings (of course) agree with my copy, but collation would be useful.

	IN.PÀ.DÈ.E.MEŠ	king Ammi-šaduqa. In the	<i>seals</i>
	IGI DINGIR-š <i>u</i> -ib-ni SANGA ^d UTU	presence of Iš <i>u</i> -ibni, <i>sanga</i> of Šamaš,	C
	IGI ^d ASARI.LÚ.HI- <i>ba-ni</i> GALA.MAH	of Asalluhi-bāni, chief dirge singer of	D
	/ ^d UTU	/ Šamaš	
30	IGI A- <i>wi-il</i> - ^d EN.ZU UGULA LUKUR	of Awīl-Sīn, overseer of the <i>nadītu</i> 's of	M
	/ ^d UTU	/ Šamaš,	
	IGI ^d MARDUK- <i>na-ši-ir</i> UGULA LUKUR	of Marduk-nāšir, overseer of the <i>nadītu</i> 's	E
	/ ^d UTU	/ of Šamaš	
	IGI <i>Ib-ni</i> - ^d UTU GUDU ₄ .ZU+AB	of Ibni-Šamaš, <i>gudapsū</i> -priest,	F
	IGI ^d EN.ZU- <i>na-di-in-šu-mi</i> GUDU ₄ .ZU+AB	of Sīn-nādin-šumi, <i>gudapsū</i> -priest,?	
	IGI GAZ- ^d MARDUK GUDU ₄ .ZU+AB	of Kasap-Marduk, <i>gudapsū</i> -priest,?	
35	IGI ^d B[<i>u-n</i>] <i>e-ne-a-ša-re-ed e-ri-ib</i> É	of Bunene-ašarēd, <i>ērib bīti</i> -priest,	I
	IGI <i>Nu-úr</i> - ^d UTU <i>e-ri-ib</i> É	of Nūr-Šamaš, <i>ērib bīti</i> -priest,	J
	IGI A- <i>na</i> - ^d UTU- <i>li-ši e-ri-ib</i> É IGI ÌR-	of Ana-Šamaš-līši, <i>ērib bīti</i> -priest,	K
	/ ^d I- <i>ba-ri</i>	/ of Warad-Ibāri,	
	DUMU <i>Nu-ú</i> ^r - ^d ÌŠKUR	son of Nūr-Adad,	
	IGI <i>Ta-ri-bu</i> [D]UB.SAR	of Tarībum, the scribe.	
	(two seal impressions)		
u.e.	ITU.GU ₄ .SI.SÁ U ₄ I.KAM	Month II, day 1,	
41	MU <i>Am-mi-ša-du-qá</i> LUGAL.E	king Ammi-šaduqa year 14.	
	URUDU.DU ₈ .MAH [GAL.GAL].LA		
	URUDU.KI.LUGAL.GUB ṽ ¹ .MAH].A		
44	É.NAM.TI.LA.ŠÈ I[N.NE].EN.KU ₄ .RA		

Seals

- A. *I-na-li-ib-bi*-[*er-še-et*] / LUKUR ^dUTU / DUMU.MUNUS ^dAK-AN.D[A.SÁ] / ù ^dA-a.
 B. ^dNANNA-MA.AN.SUM / DUB.SAR / DUMU ^dAK-AN.DA.S[Á] / ÌR ^dNa-*bi-um*.
 C. DINGIR-š*u*-ib-[*ni*] / SANGA ^dUTU / DUMU ^dEN.ZU-*i-q[í-ša-am]* / ÌR *Am-mi-ša-d[u-qá]*.
 D. ^dASAL.LÚ.HI-*ba-ni* / GALA.MAH ^d[UTU] / DUMU ^dNIN.SI₄.AN.NA / ṽ¹ *Am-mi-di*'-[*ta-na* LUGAL].
 E. ^dMARDUK-*na-š[i-ir]* / UGULA LUKUR ^d[UTU] / DUMU *Ri-iš*-^dNa-[*bi-um*] / ÌR *Am-mi-ša-du-qá*.
 F. *Ib-ni*-^d[UTU] / GUDU₄ ZU.[AB] / DUMU ^dÌŠK[UR-š*ar-rum*] / ÌR ^d[.....].
 G. *Ma-ru-šu-nu* / GUDU₄ ZU.AB / DUMU ÌR-^dUTU / ÌR ^dNIN.PIR[IG²].
 H. *Í-lí-im-gur-an-ni* / DUMU *Ma*²-*an*²-*tum*² (name of the father engraved over scene).
 I. ^dBu-*ne-n*[*e-a-ša-re-ed*] / *e-ri-i*[*b* É] / DUMU ^dUTU-*b[a-ni]*.
 J. *Nu-úr*-^d[UTU] / *e-ri-ib* É / DUMU ^dUTU-*na-ap-[še-ra-am]* / ÌR É.BABBAR.RA.
 K. A-*na*-^dUTU-[*li-ši*] / DUMU *Ib-ni*-^d[.....] / ÌR ^dNIN.[.....].
 L. [x] x [.....] / [.....]-*im* / DUMU [.....]-^dEN.ZU / ÌR *Am-mi-ša-du-qá*.
 M. A-*wi-il*- / EN.[ZU] / UGULA LUKUR ^d[UTU] / DUMU ^dEN.ZU-*na*²-[x x] / [.....].
 N. anepigraphic.

In seal G line 4 I read ÌR ^dNIN.PIR[IG], and in seal J line 3 DUMU ^dUTU-*na-ap-[še-ra-am]*. The inscription on seal K is A-*na*-^dUTU-[*li-ši*] / DUMU *Ib-ni*-^d[x x] / ÌR ^dNIN.[x x], who occurs in line 37 (misread by Richardson) and also in BM 97154:18 (= Richardson 2010b, text 65). I have reproduced Richardson's rendering of seal L, of which I could read only the last line.

Of the persons recorded in the contract *Sîn-nādin-šumi* (line 33), *Kasap-Marduk* (line 34), *Warad-^dIbari* (line 37b) and the scribe *Tarību* (line 38) are not represented by a seal bearing their name, while the owner of seal H is unknown. Of those represented by their seals, *Marušunu* (G) and *Ilī-imguranni* (H) are not mentioned in the contract. Since *Sîn-nādin-šumi* and *Marušunu* are *gudapsû*'s the seal of one of them was probably used by *Kasap-Marduk* or *Sîn-nādin-šumi*, men with the same profession, perhaps a son, who inherited his office and seal. It is unclear who used *Ilī-imguranni*'s seal, which mentions no profession.

Notes on the text

15-20. The basis for potential claims on *Narāmtum* by the sons of *Lu-Asalluhi* – presumably the same man as mentioned in line 29 as second witness – is unclear, but *Lu-Asalluhi* may have been an uncle of the *nadītum*. The persons mentioned in lines 16-20 are brothers, nephews, and nieces of *Ina-libbim-eršet*, who might claim the girl as slave and part of the inheritance. Their mention as “children of PN, male and female, that are there and will be there” (*ša ibšû u ibbaššû*), which occurs in a few other contracts (cf. *CAD B*, 148, 5'; *MAH* 15.977:16-17, see Barberon 2012: 248, text Archibab 1 6) is a variant of *ša ibaššû u ibbaššû* (used in our text 10:9, specified by *ina zikārim u sinništim*) and more explicit *ša waldu iwalladu* (cf. *CT* 47, 47:25-26, *wildiša mala waldat u ulladu*). The mention of *Narāmtum*'s children apparently anticipates the possibility that she, although donated to the goddess *Aya*, could marry and bear children. “The sons (children?) of *Nabium-andasa*” must be other, presumably younger brothers (and sisters?) of *Ina-libbi-eršet*, apart from her (oldest?) brother *Nanna-mansum*, the only one mentioned by name.

28-40. Many of the witnesses, who belong to the clergy of the *Šamaš* temple in *Sippir*, are known from other texts. Three occur as witnesses in *HG* 96 (Charpin 1988: 28-32):23'-28', also from the reign of *Ammi-šaduqa*; cf. Van Lerberghe and Voet 1997: 153ff. on *Di* 1851, also witnessed by *šangû*'s, *gudapsû*'s, and *ērib bīti*'s.

28. The first witness, *Ilšu-ibni*, is the well-known *sanga* of the *Šamaš* temple, son of *Sîn-iqīšam*, discussed in Tanret 2010: *IB*. X, p. 70-73 (his seal on p. 293, fig. 10). Tanret (p. 71, § 3.4) assumes that his function came to an end during *Aš* 11, because in month VIII of that year another *sanga* makes his appearance and he therefore considers *Ilšu-ibni*'s occurrence in *MHET* II, 906, during *Aš* year 14, as referring to him as retired or dead. His occurrence in our text during month II of the year *Aš* 14, as first witness and probably *ex officio*, refutes Tanret's view.

29. The “chief dirge singer” *Asalluhi-bāni* also occurs in *Di* 933, during *Ad* year 36, as second witness alongside the *sanga* *Ilšu-ibni* (see Tanret 2010: 70 note 16 and 121 note 63), and in *Di* 1804, from *Aš* year 5 (see *RA* 86 [1993] 50).

30f. The two “overseers of the *nadītum*'s of *Šamaš*”, *Awīl-Sîn* and *Marduk-nāšir*, are not yet registered in Harris 1975: 193; the former occurs also in *MHET* II, 506:19 from *Aš* 4.

32-33. The *gudapsûm* *Ibni-Šamaš* is presumably the son of *Adad-šarrum*, attested in *OLA* 21, 1:15 and 6:rev. 3', from *Aš* 5 and *Ad* 33. His colleague, *Sîn-nādin-šumi*, is known from *BE* 6/1, 108:8, and from *OLA* 21, 6 rev.:4' and 62:5, all from the reign of *Aš*.

35. The *ērib bītim* *Bunene-ašarēd* occurs also in *HG* 96:28', where his seal inscription identifies him a son of *Utu-mansum*, and in *MHET* II, 558:19f.

37. The same *ērib bītim* priest occurs as witness in *BM* 97154:17 (*Aš* 10), where a journey of the weapon of *Šamaš* (*KASKAL* ^{giš}*TUKUL* ^d*UTU*) is rented.

39. For the scribe Tarību(m), Harris (1975: 301) lists two occurrences, CT 2, 24:37, Tarībūm dub.sar (from Ae t), and AbB 11, 92:rev.:7, Tarību dumu.é.dub.ba, “secretary” (reign of Aš). This could mark the development of his career (cf. M. Stol, *BiOr* 33 [1976] 152-3), but since the second occurrence is at least 40 years after the first, the one in our contract at least 55 years, and the one in MHET II, 552:7’ (*ta-ri-bu-[...] dub.sar*) again a few years later, we have to do with two different scribes.

Interpretation

The *nadītum* Ina-libbim-eršet, daughter of Nabium-andasa, who in the past had adopted and raised a girl, now donates her to the goddess Aya, which was apparently the occasion to declare her to be free of any claims on her person (*ellet*). The latter is demonstrated by turning her to the rising sun, a symbolic action known from several manumission contracts, in different formulations, at times in combination with the “clearing of the forehead” (*pūtam ullulum*, *pūtam elletam nadānum*; cf. Veenhof 1982: 373-376). CT 8, 29a:6 uses a short formula: the adoptive mother of two girls “cleared them for Šamaš” (*ana Šamaš ullilšīnāti*), which according to Stol 1998: 111, would be more than the above mentioned symbolic action and would mean manumission with simultaneous dedication to the god, because “the slave-girls will have a better future in the cloister”. But this is doubtful, because a donation is not mentioned and because there are comparable cases where manumission is not followed by it, e.g. BE 6/1, 96 (= VAB 5, 29):14f., where the definition of complete freedom after the adopter’s death (*ellet ša ramaniša šī*) is supplemented by “she has full discretion” (*mala libbiša mašiat*). This interpretation is supported by later evidence from Emar and Ekalte, where we meet the expression *ana Šamaš uššurum*, interpreted by Durand (2003) as expressing full and guaranteed freedom, referring also to texts that use the expression “clear like Šamaš” (*kīma Šamaš zakū*), which he compares with French “libre comme l’air”.²⁴

The donation (*qiāšum*) of a manumitted slave-girl to the goddess Aya is also recorded in text 8:5-7 (which uses the verb *nadānum*). There are more cases recording such donations, TCL 1, 66/67 (to Ištar, uses *qiāšum*); TCL 1, 68-69 (to Šamaš and Aya, uses *qiāšum*); VS 8, 55 (to Aya *kallatum*, uses *nadānum*). More details of how and why such a donation took place are given in the letter AbB 8, 44, presumably written by a *nadītum* of Šamaš in Sippar, who mentions that she had made a vow (*akrub*), promising her Lady (the goddess) a female courtyard sweeper. She adds: “When my Lady will have made me radiant (happy), by saying: ‘The field in the area [*belongs to*is given to you?], I will bring the courtyard sweeper to my Lady”.²⁵ In a few other contracts a slave or slave-girl is “cleared” (*ullulum*) and is said “to belong (henceforth) to Šamaš” (*ša Šamaš šī/šunu*; see Van Koppen 2001: 216, note 16). While our text does not reveal how Narām̄tum will serve the goddess, the girl in text 8 has to serve as “courtyard sweeper” (*kisalluhatum*), which may already have been her function,

²⁴ When two parents declare in RE 27:2-4 (quoted in Durand 2003: 172, 4.1.1), that their slave-girl must serve them and after their death will be released *ana Šamaš* (*ana* ^dUTU *umteššīr-šī*), he explains this (p. 174, bottom) as: “L’affranchissement n’est pas immédiate, mais virtuel, mis sous la protection du dieu de la justice”, which is different from donating the manumitted person to the god. Entering the service of a god or temple is meant when the “clearing” is followed by a “donation”, also much later, e.g. when Nabonidus writes in YOS 1, 45:II 10, “I cleared the girl and donated her to Sîn and Ningal” (*mārta ullilma ana S. u N. ašruk*).

²⁵ Lines 5’-10’: *ana bēltia kisalluhatum akrib inūma bēlti panēja uttawwiru umma šīma eqel halši [...]* *kisalluhatum ana bēltia ušarrām*.

since the statement about her manumission already identifies her as such. Van Koppen (2001: 216) assumes that the freedom of such a girl was restricted, since she became part of the workforce of the temple. When in CT 48, 46 a (slave)girl, designated as courtyard sweeper of Aya *kallatum* (line 2), is “cleared” (*ullilši*) by her owner, the *nadītum* Amat-Šamaš, we may assume that she (whether already serving the goddess or only now starting to do so) became the property of the goddess, which meant that her owner gave up her claims on her and consequently relatives and potential heirs of the *nadītum* could also not claim her.

The designation of the goddess as *Aya ša* (É) *ki-iš-še-e*, “Aya-of-(the house-of)-the-chapels” (text 8:5 has the short form without É; the plene writing indicates the plural of *kišsum*) is new. This is not surprising, for *kišsum*, frequent in Old Babylonian texts from Susa and attested in the singular in a few names (*CAD K*, s.v.), is not current in Old Babylonian and the plural used here is unique. Because the exact meaning of *kiššū* is unknown, the designation *Aya ša kiššē* remains unclear. Was it a particular statue or manifestation of the goddess, venerated at a specific locale and could she be identical to *Aya kallatum*, to whom in VAS 8, 55:11-14 also a slave-girl was donated to serve as courtyard sweeper? In our text (lines 8-9) the donation of the slave-girl to the goddess was “for her (the donator’s) own and her family’s well-being”, which matches the purpose of being (made) a *nadītum* in the interest of the girl’s family. This is worded quite frankly by Zimrilim’s daughter Erišti-Aya, who writes to her father from Sippir: “Am I not the emblem who prays for the family” (*šurinnum kārībum ša É A.BA*), “the one who constantly prays for your well-being” and “your praying emblem, who intercedes for you in the Ebabbar?” (*ARM 10*, 36:14-16; 37:7-9; 38:9-11).

Our contract, like TCL 1, 66/67 (donation to Ištār), does not stipulate the obligation of the girl to continue to support her adoptive mother, as happens in some other contracts of manumission and adoption, e.g. in BE 6/1, 96. This is not because donation to the goddess made this impossible, for our text 8 and TCL 1, 68/69 (donation to Šamaš and Aya) show that this combination was possible. But there are differences, for in the latter two texts, as well as in BE 6/1, 96 and in many other such manumissions-and-adoptions, the girl only becomes “free and of herself” after the death of her adoptive parent, while in the present text (line 12) she is declared to be so already at the time of her donation to the goddess, which was also the occasion to draw up this contract. This makes this contract similar to CT 48, 46, mentioned above, if we assume that *ullulum* there means manumission by the owner in combination with a donation to the goddess. Different is MAH 15954 (Szelechter *Tablettes* p. 8), because the girl in question, adopted and manumitted (“cleared”) by her mother, but still obliged to support her, will only become the property of the god “later/eventually” (*ulliš ša Šamaš šī*), that is after the death of her mother; but it is not stated what this implies, perhaps only working for or also moving to the temple.²⁶

That the usual clauses about non-vindication, promised in lines 15-20 by (mostly) relatives and potential heirs of the *nadītum*, concern not only Narāmtum, but also her living and future

²⁶ This differs from VS 8, 55:11-14, where a (slave-)girl, Eliat-ina-mā[ti], is simply given to the goddess Aya as courtyard sweeper (*ana kisalluhūtim iddin*), and from YOS 14, 42:1-3 (comparable to CT 48, 46), which only states: “A., the slave-girl of N., is free for/to Šamaš” (*ana Šamaš ellet*), followed by clauses that forbid children and relatives of N. to claim her. For the question whether *ana Šamaš ellet* means that she was donated to Šamaš or refers only to the symbolic action that accompanied manumission, see the comments on text 8 below. For the issue of “clearing” and conditional or unconditional freedom, see Stol 1998: 83f.

children suggests (unless these words are a scribal automatism, due to the previous lines) that she had married, but no husband is mentioned.

The contract, as is to be expected considering the status of the mother and the function of the girl, is witnessed by a long series of temple officials, from the *sanga* of Šamaš down to a number of *ērib bīti*-priests, who have impressed their inscribed seals that mention their titles and fathers. This was also done by Ina-libbi-eršet, who made the donation, and by a brother of her, the scribe Nanna-mansum, who is not mentioned among the witnesses. One of the *gudapsû*-priests must have used the seal of a colleague, Marušunu, son of Warad-Šamaš, presumably a servant of the goddess Ninp[irig].

Text 8. BM 96982 (1902-10-11, 36; Ad 22-VI-year 2); copy on page 41

A so-called “Quasihüllentafel” with eight different seal impressions. Šupra manumits and adopts Bēlti-bānītī and dedicates her to Aya. Frans van Koppen, who shared my interest in this text (see Van Koppen 2001: 216, note 16), was kind enough to collate the seal inscriptions.

- | | | |
|-------|---|--|
| 1 | <i>Be-el-ti-ba-ni-ti</i> ¹ KISAL.LUH
DUMU.MÍ <i>Šu-up-ra</i> RÁ.GAB
¹ <i>Šu-up-ra a-bu-ša</i>
<i>ú-li-il-ši-ma</i> | Bēlti-bānītī, female court sweeper,
is the daughter of Šupra, the <i>rakbûm</i> .
Her father Šupra
has “cleared” her |
| 5 | <i>a-na</i> ^d A-a <i>ša ki-iš-še</i>
<i>a-na</i> ¹ KISAL.LUH- <i>tim</i>
<i>id-di-in-ši</i>
<i>a-di</i> <i>Šu-up-ra</i>
<i>a-bu-ša</i> | and to Aya-of-the-chapels
he gave her
as female courtyard sweeper.
As long as Šupra,
her father, lives |
| 10 | <i>ba-al-tú it-ta-na-aš-[i-š]u</i>
U ₄ .KÚR.ŠÈ <i>Šu-up-ra</i>
<i>a-na ši-ma-ti-šu</i> ¹ (text: <i>ša</i>)
<i>it-ta-al-ku</i>
<i>el-le-et</i> | she will support him
When in the future
Šupra
has passed away,
she is free, |
| lo.e. | (seal 3) | |
| rev. | <i>ša ra-ma-ni-¹ša ši-i¹</i> | she belongs to herself. |
| 16 | ¹ AN-KA- ^d A-a <i>a-b¹u-ša¹</i>
<i>a-na sà-ki-pí-ša iz-za-a-a[z]</i>
IGI ^d [MA]RDUK- <i>mu-ša-lim</i> SA ¹ NGA ¹
IGI ^d EN.ZU- <i>mu-ša-lim</i> | Her father Anum-pī-Aya will stand
up against who tries to evict her.
In the presence of Marduk-mušallim, <i>sanga</i> ,
of Sîn-mušallim, |
| 20 | IGI ^d EN.ZU- <i>iš-me-šu</i> UGULA LUKUR
/ ^d UTU.MEŠ
IGI <i>Sa-am-su-i-lu-na-qar-ra-ad</i>
/ <i>mu-uz-za-az</i> KÁ
IGI <i>A-wil-il-^dNa-bi-um</i> DUB.SAR
/ LUKUR ^d UTU.MEŠ | of Sîn-išmešu, overseer of the <i>nadītu</i> 's
/ of Šamaš,
of Samsu-iluna-qarrād, <i>tax collector</i> ,
of Awīl-Nabium, scribe of the <i>nadītu</i> 's
/ of Šamaš, |
| 25 | IGI INIM- ^d A-a DUMU.MÍ ÌR- ^d EN.ZU
IGI ^d MARDUK- <i>re-i-šu-nu</i>
Ì.DU ₈ KÁ GÁ.GI ₄ .A | of Awāt-Aya, daughter of Warad-Sîn,
of Marduk-rē'išunu,
doorkeeper of the Gagûm. |

ITU.KIN.^dINANNA U₄ 22.KAM Month VI, day 22,
 MU *Am-mi-di-ta-na* LUGAL.E king Ammi-ditana year 2.
 u.e. SIPAD NÍ ŠE.GA

Seal impressions:

- A. Inscription: *Šu-up-[ra]* / DUMU *Da-na-an-[a-a]* or *Da-na-^d[x x]* / ÌR ^dE[N.ZU²-x x];
 B. Inscription: AN-KA-^dA-[a] / SANGA ^dUT[U] / DUMU ÌR-^dEN.Z[U] / ÌR *A-bi-e-šu-uh.K'E₄¹*
 C. Inscription: [^dMARDUK-*mu-ša-lim*] / [SANGA] ^dA-[a] / [DUMU] ^dEN.ZU-*e-ri-ba-[am]* / [ÌR] *Am-mi-di-ta-[na]*;
 D. Inscription: [.....] / DUMU *Sa-m[u-um²]* / [Ì]R ^dEN.[ZU] / ù ^dAN.MA[R.TU];
 E. Inscription: ^dAK.EN [...] / DUMU x x x / [x x] TI HI [x] / KA BA GIŠ x [?];
 F. Inscription: [x x x x] / GUDU₄ ^dÉ-[a] / [DU]MU *A-na-^dÉ-[a]-[tak-l[a-ku]* / ÌR *Am-mi-d[i-ta-na]*;
 G. Inscription: *A-wi-il-^dNa-bi-um* / DUMU DUMU-ZIMBI[R^{ki}] / ÌR ^dIŠKUR / ù ^dNa-bi-um;
 H. Inscription: INIM-^dA-a / DUMU.MÍ ÌR-^dEN.ZU / GÉME ^dUTU / ù ^dA-a.

Notes on the text

1, 6. See for court(yard) sweepers, van Koppen 2001: 121-216, with note 16, on the contracts VS 8, 55 (see above note 24) and CT 48, 46, the manumission of a girl who is a *kisalluhatum* of Aya *kallatum*.

16-17. Anum-pī-Aya, according to his seal impression (B), is the well-known *sanga*, head of the Šamaš temple, son of Warad-Sîn, cf. Tanret 2010: 63-66. See below for the clause using *sakāpum*.

18. That the somewhat damaged sign is actually *sanga*, which deviates from the copy, was established by collation by F. van Koppen. Marduk-mušallim, son of Sîn-erībam, *sanga* of Aya, is known from several other texts, cf. Tanret 2010: 117-120. The damage of the edge of our tablet leaves room for [^dA-a], but there are also texts where *sanga* is not followed by ^dA-a.

Interpretation

In this text the *rakbûm* Šupra, the son of Danan²⁷... (according to the inscription on seal A) – no wife of him is mentioned – adopts a grown-up girl (no parent who gave her for that purpose to Šupra is mentioned), by means of which he ensures support in his old age. He then “clears” her and gives her to the goddess Aya. If we take line 1 at face value, the girl was already a courtyard sweeper when adopted²⁷ and she will now continue this service for Aya, after having been “cleared” by her adoptive father. This may have raised her status (cf. Stol 1998: 111), but it apparently did not interfere with her duty to support her (aging) adoptive father. Harris (1975: 165) assumes that such girls did the actual sweeping, while men designated as such (two of them mention their title in their seal inscription) occupied the temple office of that name.

Our case is similar to that of VAS 8, 55 (= VAB 5, 24), where also a slave-girl was “cleared” and donated to the goddess Aya to serve as her courtyard sweeper, while in CT 48, 46 a (slave-)girl, already designated as courtyard sweeper of Aya *kallatum* (line 2), is “cleared”

²⁷ The theophoric element Bēltī in her name could refer to the goddess she served; in PBS 8/2, 235: 14, a Bēltī-bānīti, qualified as “cook”, is listed after a group who are “women of the Gagûm”.

(*ullilši*) by her owner, the *nadītum* Amat-Šamaš (see the comments on text 7, also for the letter *AbB* 8, 44, which mentions a conditional vow to donate such a girl). Interpreting “clearing” (*ullulum*) in our text (and in some of the others) as “manumission” is problematic, because line 16 identifies the head of the Šamaš temple as her father and we do not expect him to have sold his daughter into slavery. *Ullulum* then must indicate that she now belongs totally to the goddess, free of any claims. The statement that she will be “clear/free” (*ellet*)²⁸ and completely independent after Šupra’s death, then would mean that at that moment also her obligation to support him comes to an end, but not her duty to serve the temple. The purpose of an adoption is usually not explicitly mentioned,²⁹ but is implied by the support clause and in our case also no reason is given for donating the girl to the goddess Aya, as it was in text 7: for the well-being of the donator and her family.

Lines 16-17 state that the girl’s father shall offer her legal protection, for which the text uses *ana sākīpiša izzaz*, “he will stand up against who tries to evict her / drive her away”. *CAD* S, 73, c, 1’, quotes two Old Babylonian contracts that use this rare formula. *CT* 2, 24, a complicated text that starts with a father’s donation to his daughter and at the end (lines 32f.) mentions that a third person, whose relationship to the family or daughter remains unclear, *ana sakāpiša izzaz*, “will stand up against attempts to evict her”. This is apparently in order to protect the *nadītum*’s property, which her brother in due time will inherit and use to support the widow (see *Stol* 1998: 77). While this contract uses the infinitive of the verb, *MAH* 15954:34-35 (*Szlechter Tablettes*, p. 8), uses the participle and here the situation is similar to that of our contract: a third person, presumably her father,³⁰ has to defend a girl manumitted by a *nadītum*: *ana ša-ki-pi-ša i-z[a-az]*. The same expression occurs in *AbB* 11, 32:20f., and *AbB* 12, 22:8 (to which M. Stol called my attention), in which the interests and rights of men have to be defended. In our contract the father may have to protect her also in court, if her status and property rights are at stake, perhaps because she is (again) free and no longer a debt-slave in the power of somebody else.

M. Stol and G. Suurmeijer, after reading my manuscript, made the following suggestions. Stol believes that the “father” of our text most probably was not the girl’s natural father, but acted as a kind of guardian, perhaps on behalf of the temple he headed. He mentions three other texts – *BAP* 7; *CT* 48, 50; and *CT* 48, 55 – where women have two fathers and where the second one may have monitored a woman’s dowry, probably on behalf of the family, and he refers to the relevant literature.³¹ Guido Suurmeijer suggests that the girl may have been really manumitted (and adopted), although her new status would only take full effect after the death of her adoptive father, and that as court sweeper donated to the temple of Aya she ranged under and was taken under the protection of the head of the temple, who is therefore designated as her “father”.

²⁸ Most contracts use this stative of the basic stem, only *CT* 8, 48a:15 uses the stative of the D-stem, *ullul*.

²⁹ Exceptional is *Di* 1851 (*Van Lerberghe and Voet* 1997: 152), where a man is adopted by an uncle at “his father’s(?) death, and was kept alive by him in a period of famine and distress in the city” (I would suggest to read in line 4 *ina mū[t abišu]*, and in line 7 *uballis[su]*).

³⁰ Read presumably *A-lí-wa-aq-rum’ a-bu’-š[a]*. This is not the last witness, for the line begins with a *Personenkeil* and we need a subject of *izzaz*.

³¹ Notably L. Barberon, in *RHD* 81 (2003) 8; cf. Barberon 2012: 211 with note 1194.

Text 9: BM 96973 (1902-10-11, 27); copy on page 42

A “Quasihüllentafel” recording the adoption of Būr-Adad by the *rakbûm* Šupra in the year Ammiditana 10. My copy and transliteration have profited from collations by Frans van Koppen.

	[¶] Bur- ^d IŠKUR RÁ.GAB DUMU Šu-up-ra	Būr-Adad, <i>rakbûm</i> , is the son of the Šupra.
	[¶] Šu-up-ra RÁ.GAB a-bu-šu	Šupra, the <i>rakbûm</i> , his father
	a-na ma-ru-ti-šu iš-ku-un-šu-ma	installed him as his son and
	[¶] I-ri-ba-am [Š]À.TAM	Irībam, the <i>šatammu</i> -official,
5	[¶] Ri-iš- ^d UTU	Rīš-Šamaš and
	ù Be-el-ta-ni LUKUR ^d Marduk	Bēltani, <i>naditum</i> of Marduk,
	a-na ma-ru-ti-šu id-di-nu ¹ (text: IN)-šu	gave him in adoption to him.
	a-di Šu-up-ra a-bu-šu	As long as Šupra, his father,
	ba-al-tú	lives,
10	[¶] Bur- ^d IŠKUR ma-ru-šu	Būr-Adad, his son,
	it-ta-na-aš-ši-šu	will support him.
	[¶] Šu-up-ra e-li Bur- ^d IŠKUR 'ma-ri-š]u	Šupra shall not acquire a second
	ma-ra-am ša-ni-a-am ú-ul i-ra-aš-ši	son in addition to his son Būr-Adad.
	[¶] Šu-up-ra a-na Bur- ^d IŠKUR ma-ri-šu	When Šupra says to
15	ú-ul ma-ri at-ta	his son Būr-Adad: ‘You are
	i-qá-ab-bi-šum-ma	not my son!’, he will
	[i-na] 'mi-im ¹ -mu-šu i-te-el-li	forfeit all his possessions.
	[ù Bur- ^d IŠKUR] a-na Šu-up-ra a-bi-šu	And when Būr-Adad says to
	[ú-ul a-bi] at-ta	Šupra, his father:
rev.	[i-qá-ab-b]i-i-ma	‘You are not my father’,
21	[k]i-ma ši-im-<da>-at šar-ri	in accordance with the royal decree,
	a-na pa-ni-šu iš-ša-ka-an
	U ₄ .KÜR.ŠĒ ^{eras.} a-na a-wa-ti-šu-nu	That in the future they will not change
	/ la e-ne-em	/ their agreement, they have
	MU ^d UTU ^d A-a ^d Marduk	sworn with an oath by Šamaš, Aya,
25	ù Am-mi-di-ta-na LUGAL IN.PÀ.DÈ.EŠ	Marduk and king Ammi-ditana.
	IGI SIG-An-nu-ni-tum DI.KU ₅ DUMU	In the presence of Ipiq-Annunitum,
	/ ^d UTU-ba-ni	judge, son of Šamaš-bāni,
	IGI ^d EN.ZU-na-di-in-šu-mi <erasure>	of Sîn-nādin-šumi,
	DUMU DINGIR-šu-ba-ni	son of Išū-bāni,
	IGI Ib-ni- ^d IŠKUR GUDU ₄ ¹ ZU+AB ^{a)}	of Ibni-Adad, the <i>gudapsû</i> -priest,
30	DUMU Im-gur- ^d EN.ZU	son of Imgur-Sîn,
	IGI Ib-ni- ^d GIBIL ₆ ^{b)} e-ri-ib É DUMU	of Ibni-Girra, <i>ērib bīti</i> -priest, son of
	/ A-na-pa-ni- ^d EN.Z[U] ^{c)}	Ana-pāni-Sîn-<nadi>
	IGI ^d IŠKUR-iš-me-šu mu-uz-za-az KÁ	of Adad-išmešu, <i>tax collector</i> of the
	/ ša DU[MU.MUN]US.LUGAL ^{d)}	daughter of the king(?)
	IGI Sa-am-sú-i-[lu]-na-qar-ra-ad	of Samsu-iluna-qarrād, <i>rakbum</i> ,
	/ RÁ.GAB NA.AŠ.PAR ^{e)}	messenger,
	IGI ÌR-É. MAH.TI.LA RÁ.GAB NA.AŠ.PAR	of Warad-Emahtila, <i>rakbum</i> , messenger,
35	IGI ^d EN.Z'U-ú-ba-al-lí-ìt DUB.SAR	of Sîn-uballiṭ, scribe.
	2 seal impressions	
	ITU.BÁRA.ZAG.GAR U ₄ 10. KAM	Month I, day 10,
	MU Am-mi-di-ta-na LUGAL.E	year of king Ammi-ditana (which is the)
	MU GIBIL ša EGIR MU Ma-áš-ka-an-	new year after the year in which
u.e.	Am-mi-di-ta-na.TA	Maškan-Ammi-ditana was built
40	GÚ I ₇ .BURANUN.KI.TA	on the bank of the Lower
	BÍ.IN.DÙ.A	Euphrates (= year 36).

- a) This reading, GUDU₄ written over an erasure, follows a suggestion of G. Suurmeijer;
 b) GIBIL₆ is written NE.GI; c) the scribe must have abbreviated the name by omitting *-na-di*, which seems to be also missing in the inscription on seal E; d) damaged, uncertain; in text 2:20-21 we have another *muzzaz bābim* as witness, but without further specification added to his title; e) the signs look like NA.AN, but I assume that AN is a ligature of AŠ+BAR.

Seal impressions

The tablet bears impressions of nine seals, A-I, most with inscriptions, four (A, F, G, and H or I) identified by captions.

- A. Caption: NA₄.KIŠIB *Šu-up-ra* (no inscription on the seal);
 B. Inscription between figures: [SI]G-An-nu-ni-[tum] / DUMU ^dUTU-ba-[ni] / ÌR ^dNIN. x.[x];
 C. Unclear, perhaps identical to A.
 D. Damaged: [.....] / DUMU DINGIR-[.....] / ÌR É.[.....];
 E. Inscription: [A]-na-pa-ni-^dEN.Z'U / [DU]MU DINGIR-šu-b[a-ni];
 F. Caption: NA₄.KIŠIB ^dIŠKUR-iš-me-šu; on the seal a damaged Sumerian inscription: BUR NISABA HI[?] or DÜG [...] / BE IR GU [...] / GIŠ[?] NA x [...] / Ú SUM ŠAH[?] [...];
 G. Caption: NA₄.KIŠIB *Sa-am-su-i-lu-na-lqar-ra-ad'*; inscription: *Ip-ú-^dŠa-l[a]* / DUMU *Ma-ší-a-x* [x[?]] / ÌR ^d[.....];
 H. Inscription: ^dUTU-na-ší[?]-[ir] / DUMU A-[.....] / ÌR É.[.....];
 I. Inscription: ^dIŠKUR DUM[U x x] / GÚ.GAL AN.[NA] / AN.KAL ŠÀ[?] NAM.TI [?] / [x] x [x x x];
 Between H and I a caption: ÌR-É.MAH.TI.LA.

Notes on some persons

26-27. The first judge also appears in CT 47, 71:22, as witness of the purchase of a field by a *nadītum*, during Abi-ešuh year “q”.

31. The man occurs in MHET II, 470:4-5 (Ae 27) and 718:18' (date lost), as lessor of a field.

34. Nine years earlier, in our text 8:21, Samsu-iluna-qarrād was *muzzaz bābim* and now he appears as *rakbūm našpar*, which may reflect a promotion. Here he uses the seal of Ipqu-Šala, but I have not identified his seal on text 8. Since the text identifies him by his profession and not by the name of his father, one of the damaged seal impressions of text 8 (perhaps D or E) might have belonged to him and if so, he used a seal that was different from the one impressed on text 9. Our Samsu-iluna-qarrād could be identical to the recipient of rations in CT 45, 48:5, from Ad year 15.

Adoption terminology

The *rakbūm* Šupra, nine years after the adoption of a girl recorded in text 8, again makes an adoption. The contract, like text 8, begins with a statement with declarative force: “PN is the son of Šupra”, and the adoption is further specified by stating that the adoptive father “installed Būr-Adad as his son”, using *ana marūtišu šakānum*, also attested in Di 2162+:3 (Suurmeijer 2010: 28, time of Si); BE 6/1, 96:5 (year Aš 17+a); and with *ana aplūtišu* in *AbB* 14, 207:21f. (cf. *ana ahhūtika šakin* in *AbB* 7, 125:15f.). Its Sumerian equivalent, *nam.dumu.(a.)ni.šè gar*, is found in Meissner BAP 97; Boyer *Contribution* 120; UET 5, 92 and 96; and this verb is also common in *nam.ibila.(a.)ni.šè gar = ana aplūtim šakānum* (cf. *AbB* 14, 84:21, *ana aplūtišu iškun*). *Šakānum* seems to be a variant of the more frequent *šu.ti / leqūm* or Sumerian *ri*, common in Nippur, without adding a special meaning. In

several Old Babylonian contracts from southern Mesopotamia, written in Sumerian,³² the adoption is recorded by a combination of two expressions, “as son” (nam.dumu.(a.)ni.šè) and “as heir” (nam.ibila.(a.)ni.šè), with different verbs: BE 6/2, 24:5-6; BIN 7, 187:2-3; Boyer *Contribution*, 1, H.E. 120:4-6; Grant, *Bus. Doc.* 45:4-6; Riftin 1:4-5; Stone and Owen 1991, no. 6:3-4; YOS 8, 120:4-5; 149:7-8; YOS 12, 206:5-7; Spada 2014:4, lines 8-9.³³ Adoption “as son” uses šu.ti or ri, installment “as heir” only the verb gar. Adding that the adopted son is installed “as heir”, only attested in records from the south, does not mean that a person adopted “as son” was not an heir but, according to David³⁴ indicates that he would only acquire his adoptive parent’s property upon the latter’s death.

Old Babylonian texts thus exhibit a considerable variety in the choice of the verb describing the act of adoption³⁵ and, as shown in the preceding paragraph, there are differences in their use with *ana marūtīm* and *ana aplūtīm*. Alongside *gar/šakānum*, used with both, we have šu.ti/leqūm, only attested with *ana marūtīm*, both in Old Babylonian (*passim*, including the Laws of Hammurabi) and Old Assyrian (see § 1, texts 1:3 and 3:6-8), but in Old Assyrian also once with *ana aplūtīm* (VS 26, 52:7-8, see p. 4, note 1; cf. also the combination *ana liqūtīm leqūm* in *AbB* 9, 50:6). Its equivalent dab₅ and the comparable verb ri are used with both, but always in Sumerian clauses. The former with nam.dumu.munus.ni.šè in TIM 5, 7:5 and in the model contract CBS 11324:6 (Klein and Sharlach 2007:4) and with nam.ibila.ni.šè in Tell Sifr 32:3; the latter *passim* and with both expressions in contracts from Nippur (see the texts published in Stone and Owen 1991 and YOS 12, 206:5, ba.da.[an.ri]). *Ana ittišu* 3 III:61 translates this last verb as *it-ru-šu*, “he took him along”.³⁶ *Sar/šaṭārum*, “to inscribe”, which refers to the drawing up of the relevant contract, is rare, but does occur with nam.ibila.ni.šè in YOS 12, 206:7 (after nam.dumu.ni.šè ... [ri]; see note 33), and in *Ana ittišu* 3 IV:32f., *ṭuppi aplūtīšu išṭuršum* (cf. KAJ 6:5f., *ana pa’i ṭuppi ša abišuma... ša ana marutti ana K. šaṭru*).³⁷ *KU₄/erēbum*, “to enter as, to become”, is not used in Old Babylonian contracts, but is attested in Ur III, in the causative with the adopter as subject (NATN 131:6 and cf. NSGU 204:30-32, A. dumu.ni / nam.ibila.ni.ta íb.ta.an.é / L. ibila.na ba.ni.ku₄),³⁸ and in the basic stem with the

³² A Sumerian version also in CT 45, 101:3-4, nam.ibila.a.ni.šè in.gar.

³³ I doubt the reading íb.ta.an.sar, proposed by CAD Š/II, 232a, which translates as “he confirmed in writing”, because this verb is rare in adoption contracts – it occurs in *Ana ittišu* 3 III:65 – and because SAR (in this text written with only two horizontal series of Winkelhaken) and TU (= ku₄) are very similar. But the prefix bí is attested with sar, cf. PBS 8/2, 116 case: 23, íb.sa[r.r]e.eš, and perhaps in Kish 618:9’, edited in Donbaz and Yoffee 1986: 45, who restore [nam.ibila].a.ni.šè bí.[in.sar] (but their restoration of twice [nam.ibila].a.ni.šè is unfounded). Tell Sifr 32:3-4 has a curious formulation, twice nam.ibila.ni.šè, first with in.dab₅, next with in.gar.

³⁴ David 1927: 87f., with note 21.

³⁵ And there is some confusion, e.g. in UET 5, 90:4; 92:4; and 97:2, when the verb gar, “to install”, is construed with k i, «from» (the natural parents), which requires šu.ti. Two adoption contracts from Kisurra, TIM 5, 7:5-6 and BM 85456:5 (A. Goddeeris, in: C. Wunsch (ed.), *Mining the Archives, Festschrift for Christopher Walker*, Dresden 2002, 95-96) have nam.dumu(.munus).ni.šè i.KU / in.KU, where KU must be for dab₅ = leqūm.

³⁶ Wilcke 1998: 54, 3.5, discovers an Ur III occurrence in NATN 149:4, ba.an.da.ab.r[i?]. Stone and Owen 1991 read in their text no. 27 (Cornell 4):8, nam.ibila.a.ni.šè ba.an.da.g[ub], which they translate as “He (should be «she» - K.R.V.) established ... as his heirs”, apparently assuming a causative, which is unique, but seems semantically possible. But note that Goetze’s copy in YOS 15, 73 gives for the last sign only the beginning of a horizontal wedge, which would allow r[i].

³⁷ Note also the Nippur text TIM 4, 13 (Stone and Owen 1991, text 1):5-6, I.kišib nam.ibila N.ra in.na.an.tak₄.

³⁸ Cf. already Kraus 1969: 40f., quoting Gudea Statue B VII:44-46.

adoptee as subject presumably in KAJ 2:5, E. / *ina migrat rami[niša] / ana K. / ana marutti[šu ērub]*; cf. *AbB* 2, 131:9-10, *ana bīt sekretim / ana marūtīm ērub*. With the natural father of the adoptee as subject the verb *sum/nadānum*, “to give (in adoption)” is used, with *ana marūtīm* e.g. in BE 6/1, 17:6; BE 6/2, 48:6; UET 5, 89:9; cf. *AbB* 7, 125:15f.; ARM 13, 101:18; and KAJ 1:6; with *nam.ibila* in BE 6/2, 48:6 and UET 5, 89:8f. (*nam.ibila.a.ne.ne / in.ne.sum*).

Interpretation

Nine years after having adopted Bēlti-bānītī (text 8) Šupra now adopts a young man or boy who is also a *rakbûm*, who has to support him as long as he lives. This choice looks similar to that of *nadītums* who adopt a younger colleague for this same purpose, but our contract raises several questions, due to the specific stipulations that accompany it. A basic question is what a *rakbûm* was. The evidence collected in Harris 1975: 54-55 and *CAD* R, 105-6 shows that he is or functions as a “messenger, envoy”, and that *rakbûm* occasionally may have been the title of somebody with a more specific function, as the two colleagues of Šupra who figure as witnesses in lines 33f. in our contract and are designated as “envoys” (*našpar*). *Rakbû*’s regularly appear in the service of an administrative superior or institution (the names of the two *rakbû*’s witnessing our contract suggest a link with the palace and a temple)³⁹ and as such as recipients of rations (*kurummatum*) or as holders of a field (their *šibtum* or *eqel šūkūsim*), and they also have to perform services. But the status and function of a *rakbûm* are still rather unclear and in need of an investigation that might help us to understand more of the background of this contract.

In our contract a young *rakbûm* is “given” to Šupra by three persons, the *šatammu*-official Iribam, Rīš-Šamaš, and Bēltani, a *nadītum* of Marduk.⁴⁰ Since none of them is designated as the boy’s father, mother, master or superior, it is unclear what authorized them to “give” the boy to Šupra. That Būr-Adad was already (designated as) *rakbûm* when adopted (to all appearances nobody was born as *rakbûm*) might suggest an administrative context,⁴¹ also in view of the fact that among the witnesses there are two judges and some officials, in addition to a priest and two colleagues of Šupra. This makes it difficult to decide whether this was an adoption “by the primary mode” (adoption of an orphan or foundling, without a contract with its natural parents), or by “the secondary mode”, with a contract with its parents, two modes which Westbrook 1993 distinguishes and which in his view have an effect on the possibility of and penalty for breaking the legal relationship, an issue which will occupy us below. The three persons, in theory, could be the ones who had found and raised the boy and now “give” him in adoption.

The contract contains remarkable clauses. Šupra is forbidden to “acquire a second son in addition to Būr-Adad”, where the verb *rašûm* obviously means a new adoption, as a rare parallel in Di 2185:10-12 (Suurmeijer 2010: 28) shows: *elēnum M. māram šaniam / ana marūtīšu ul išakkan*. The clause also has a parallel in some contracts from Nuzi, mentioned in *CAD* Š/I, 392, b’ (*māra nakara šanâ / šanâm ina muhhišu ul ippuš*).⁴² This stipulation

³⁹ Note in MHET II, 7:25f., Damu-galzu / RÁ.GAB ša É 4UTU, as witness (Immerum). See also MHET II, 420, where a *rakbûm* is entrusted with the task of raising the children of (the dead) M. and managing their real estate.

⁴⁰ This seems to be the only occurrence of her, cf. Barberon 2012: 77 no. 39.

⁴¹ There was also a *šatammum* of the Šamaš temple, see Harris 1975: 162f.

⁴² The prepositions used, *eli* and *ina muhhi*, do not mean another son ranking above the adopted son, but a second, in addition to him. Similarly, a Nuzi marriage contract (HSS 19, 85:10) may forbid the husband to take a second wife *ina muhhi* the wife he married.

safeguards Būr-Adad's position as the only son and to all appearances as heir (although this is not stated) and perhaps as successor of his adoptive father, whose profession or status of *rakbûm* he already seems to share. Next the penalties for violating the contract are stated. That for the adoptive father is traditional, he forfeits all his property, but that for the adoptive son is unique: "In accordance with the royal decree *ana pānišu iššakkan*". It mentions a penalty for the son fixed by a royal decree, but I do not know what the second part means. The passive verbal form, which could have the son as subject or be impersonal, is comparable to the passive form used in verdicts and the apodoses of laws. The suffix in *ana pānišu* may refer to the son, "towards him, directly to him" (cf. the two examples given in CAD P, 88, 4', both with the verb *qabûm*), but the combination may also be taken as an adverbial, "forthwith, immediately", as used in § 21 of the Laws of Ešnunna, where silver is loaned *ana pānišu*, i.e. "from the outset" as silver and not as the result of a conversion of a grain loan into one of silver, which is the case treated in § 20.⁴³ *Ana pāni* PN *šakānum* might also be an idiomatic expression, perhaps "to set against somebody", "to confront somebody with something", but this is too vague for a penalty clause. The relation between lines 21 and 22 is also unclear. One could assume that they are one sentence, "In accordance with the royal decree it/he will be placed", but this is less likely, because the phrase "in accordance with the royal decree" usually figures as an independent verbless clause, which refers to the standard penalty on the breaching of certain types of contract, fixed by a royal decree and therefore immediately imposable, without recourse to judicial procedures.⁴⁴ What that penalty was is rarely stated, because it was assumed to be generally known. If this was not the case in our contract *ana pānišu iššakkan* should state what the punishment was, but I see no possibility to give these words such a concrete meaning. One cannot interpret *ana pānišu šakānum* as referring to some kind of facial mutilation, as was done with a runaway slave, according to *Ana ittišu* 2 IV:13'f.⁴⁵

Whatever these three words mean, the question remains what kind of royal decree dealt with the rebellious adoptive son and what punishment it might have stipulated. The existence of an unknown decree on this issue is unlikely, since it is difficult to see why it would have been necessary. The penalties for such a crime in Babylonia were fixed by customary law and are well known from numerous contracts and apparently worked well: the son is turned into a slave and can be sold by his father and, conversely, when the father rejects his son he loses his property.⁴⁶ A new decree should deal with a frequently occurring new type of crime, or

⁴³ Note also the occurrence of *ana pānim*, recorded in CAD P, 88, 4', translated by "publicly", but perhaps also meaning "immediately".

⁴⁴ Its occurrences are presented in Veenhof 2000; in § 5, a, I offered as tentative translation "he will be put at his disposal/mercy", where "his" refers to the adoptive father.

⁴⁵ This is expressed by the words *ina pānišu iqqur*, which CAD N/I, 329, translates as "he engraved(?) on his (the slave's) face" (the words *halaq šabat*). Mutilations for rebellious adoptive sons in specific situations are prescribed in Codex Hammurabi §§ 192-193, cutting out the *tongue* and plucking out the *eyes*. They are a kind of talionic punishments, for the first is for the son who *says* "you are not my father", the second for the one who *sees* (looks for) and *identifies* his natural and repudiates his adoptive father.

⁴⁶ There are of course exceptions, conditioned by the relationship between adopter and adoptee, especially in the case of arrogation, where economic motives played a role and an adopted son might "bring into the house of his father all he had acquired" (*Ana ittišu* 3 IV:37-39). This is attested in Tell Sifr 32:5-11 (Charpin 1980: 73f. and 220f.), where the adoptive mother faces the same penalty as the adoptee, as happens also in some contracts from Nippur, where both parties loose "everything they brought in". In MHET II, 581, the adoptive son S., who is the heir (*aplum*) of B. and has been given everything B. has or will acquire, if he rejects his father "will forfeit

be drafted to supplement or correct an existing law or decree, as I have shown (Veenhof 2000). But it is difficult to see what this could be, for even when the case of our contract, a *rakbûm* adopting a younger colleague as son, was new or specific, it was hardly important and frequent enough to warrant a special decree.

That leaves us with another possibility, a reference to an existing royal regulation, *in casu* to the Codex Hammurabi, whose §§ 185-193 deal with adoption, a possibility given by the fact that in later Old Babylonian times the rulings of this collection could be designated as *šimdātum* (see Veenhof 2000: 53, note 23).⁴⁷ If we follow this line, we might connect our case with two different “laws”. The first is § 188, whose substance is that an adoptive son reared and trained by a craftsman (to become his successor) “shall not be reclaimed”, scil. by his parents. The link with our contract might be that Šupra’s adoptive son was also (to become?) a *rakbûm* and presumably would become his father’s heir and successor. That the law only mentions the reclamation by the parents of course does not mean that rebellion by the adoptive son was not punishable, but here no special provision and therefore also no reference to “the royal decree” was necessary, since it was covered by traditional law: he could be sold as slave. The second possibility is a link with § 192, which fixes the penalty for a son adopted by a courtier (*girseqqûm*, who is a palace attendant, *muzzaz ekallim*, according to § 187, and presumably an eunuch) or a woman who is a *sekretum*. Both are persons who could not or for specific reasons were not allowed to have natural offspring and therefore were given absolute protection if they had adopted a son. While § 187 prohibits the natural parents of the son to reclaim him, § 192 envisages the case that the grown-up son, as does the one in our contract, declares: “You are not my father/mother”. He will be punished by cutting off his tongue, a very harsh sanction.⁴⁸ It is not impossible that the *rakbûm* Šupra, in the service of a palace or temple and a wife of whom is nowhere mentioned, somehow belonged to or ranged under the category of *girseqqû*, so that an adoption by him enjoyed special protection and the rebellious son was punished accordingly. Whether the “talionic” punishment prescribed in § 192 (see above note 45) of cutting out the tongue of the rebellious son was carried out (in addition to selling him as slave?) or served as a deterrent, is another question. That our contract, by prohibiting the adoption of a second son, gave the adoptive son a favorable and protected status, would fit a special, more severe penalty for him if he repudiates his father, but unfortunately the difficult phrase *ana pānišu iššakkan* hides what it was. A possible link between the royal decree mentioned in our contract and § 192 depends on assuming a particular status of the unmarried Šupra, which is difficult to prove and makes my suggestion hypothetical and speculative.

Finally, the wording of the clause in which the parties swear not to change their agreement in the future (*a-na a-wa-ti-šu-nu la e-ne-em*) has to be noted. Such a promise is usually expressed by “not coming back on” (*târum / gi₄.gi₄*) or by *nukkurum / ba₁*, and the verb

everything he gave him” (lines 24-27; note that the son of the adopted man has to perform the corvée for B., *har<rân> B. illak*, lines 36-38). In BIN 7, 187:23-24, the adopted daughter “will forfeit the field she (her adopter) had given to her”. For penalties, including fines, for the rebellious adoptee in Sumerian contracts from Southern Mesopotamia, see David 1927: 53, notes 62-63.

⁴⁷ For these laws, see Westbrook 1993.

⁴⁸ Westbrook 1993: 204. He believes that all the provisions on adoption in the Code on adoption, hence also 192, deal with the adoption of a son “by primary mode”, but I am not convinced and it is also not necessarily implied by the mention that the adoptive parent has “reared” (*rubbûm*) the child, as is also the case in § 192. An adoptive child “returning to his father’s house” is not necessarily always a child lost or abandoned, it can also refer to a child given in an adoption by its parents.

enûm is extremely rare. The only example that is always quoted is the very late (time of Samsu-ditana) Old Babylonian donation BE 6/1, 116:21f, where one swears “not to change this binding agreement” (*ana riksātišu anniatti*^{sic} *lā enê[m]*), which is compared with CH § 52.⁴⁹ Our contract seems to be the only one with *awātum* as object of *enûm*.

Text 10: BM 97003 (1902-10-11, 57, tablet and envelope; dated by an oath to Sm); copy on page 43

A contract, from the time of Sîn-muballiṭ, whereby a man manumits a slave-girl, who is obliged to support him as long as he lives, which is a condition for becoming fully free after her owner’s death. No adoption is mentioned and her owner had sons according to line 8. The contract includes a mutual renunciation of future claims.

1	^p SAG.GEME <i>Ar-na-ba-tum</i> ^{pd} EN.ZU- <i>pu-uṭ-ra-am</i> <i>ú-lì-il-ši</i> <i>a-di</i> ^d EN.ZU- <i>pu-uṭ-ra-am be-el-ša</i>	The slave-girl Arnabatam, Sîn-putram has manumitted her. As long as Sîn-putram, her master,
5	<i>ba-al-tú it-ta-na-aš-ši-šu-ú-ma</i> <i>iš-tu</i> ^d EN.ZU- <i>pu-uṭ-ra-am</i> <i>i-lu-šu iq-te-ru-ú-šu</i> <i>el-le-et i-na</i> DUMU.MEŠ ^d EN.ZU- <i>pu-uṭ-ra-am</i> <i>ma-la i-ba-aš-šu-ú ù ib-ba-aš-šu-ú</i>	lives she shall support him and then after Sîn-putram has been called by his god she is free. Nobody from among Sîn- putram’s children, as much as there are
10	<i>i-na zi-kà-ri-im ù sí-ni-iš-tim</i> <i>ma-am-ma-an mi-im-ma</i> <i>e-lì-ša ú-ul i-šu</i> [ù š]i-i <i>a-na</i> DUMU.MEŠ	and will be, both male and female, will have any claim whatsoever on her. And she will not raise
l.e.	^{pd} EN.ZU- <i>pu-uṭ-ra-am</i>	any claim against
15	<i>ù bi-ti-šu</i>	Sîn-putram
rev.	<i>ú-ul i-ra-ga-am</i> MU ^d UTU ^d A-a MU ^d MARDUK <i>ù 30-mu-ba-lí-iṭ</i> <i>it-mu-ú</i>	and his house. They have sworn the oath by Šamaš (and) Aya, by Marduk and Sîn-muballiṭ.
20	IGI <i>Na-bi-i-lí-šu a-bu-ša</i> (line erased) IGI <i>E-ri-sum-ma-tim</i> DUMU <i>A-di-ri-ha-at</i> IGI <i>Im-gur-ia</i> DUMU <i>30-i-din-nam</i> IGI <i>Ur-^{gis}GIGIR</i> DUMU <i>I-di-Ištar</i>	In the presence of Nabi-ilišu, her father, of Erīšsum-mātum. son of Adi-rihat, of Imguriya, son of Sîn-idinnam,
25	IGI <i>Īr-30</i> DUMU DINGIR.A.BA ₄ - <i>ma-lik</i> IGI <i>A-wi-il-DINGIR</i> DUMU <i>Ku-bu-tum</i> IGI <i>30-i-mi-ti</i> DUMU <i>I-ba-aš-ši-DINGIR</i>	of Warad-Sîn, son of Il’aba-mālik, of Awīl-ilim, son of Kubbutum, of Sîn-imitti, son of Ibašši-ilī,
u.e.	IGI <i>Sà¹-bi-um-a-bi</i> DUMU <i>A-bu-um-DINGIR</i>	of Sabium-abī, son of Abum-ilī,
30	IGI <i>U-bar-^dDa-gan</i>	of Ubār-Dagan
l.e.e.	DUMU <i>I-din-^dNu-muš-da</i> IGI <i>30-^rma-gir¹</i> <i>‘DUMU A-hu-um¹’-wa-qa[r]</i>	son of Iddin-Numušda, of Sîn-māgir, / son of Ahum-waqar,
32	IGI <i>Nu-úr-^dKab-ta</i> DUMU <i>30-i-din-nam</i>	of Nūr-Kabta, son of Sîn-idinnam.

⁴⁹ See the discussion in Steinkeller 1989: 45-49 (who also records the use of *inim ... kúr* in Ur III sources), with Dombradi 1996: vol.2, 237f., note 1827, IV, on the development of the meaning of *gi₄.gi₄*, which in *Ana ittišu* 6 1:52f. is once translated by *enûm*. They do not discuss *nabalkutum*, recorded in CAD N/I, 13, b, 3²-4², which is used without object or prepositional adjunct.

Variants from the envelope:

1	adds MU-NI	22	DUMU AD(sic)-ri	30+31 = line 30
2	adds <i>be-el-ša</i>	23	<i>Im-gu-ia</i>	32 = line 31
9	inverts: <i>ibbaššú</i> first	25	İR- ^d EN.ZU	33 IGI <i>I-ba-lu-uṭ</i> DUMU
10	<i>zi-ka-ri-im</i>	25a	IGI ^d <i>We-er-Ištar</i> DUMU	^d <i>IŠKUR-i-din-nam</i>
13	end of <i>ù</i> preserved		^d <i>We-er-a-bu-[š]u</i> ²	34 IGI <i>Ṭà-ab-MI-lum</i> DUMU
18	^d EN-ZU-	27	^d EN-ZU-i-mi-ti	É.BÁBBAR.DA-TI.LA
19	IN.PÀ.DÈ.MEŠ	28+29 = line 29		

Captions to the seal impressions:

1	obv. left and left edge top:	KIŠIB 30- <i>pu-uṭ-ra-am</i>
2	obv. left middle:	KIŠIB <i>Na-bi-DING</i> [IR- <i>šu</i>]
	obv. left bottom	destroyed.
3	left edge middle:	KIŠIB <i>A-wi-il-d</i> [....]
4	left edge middle:	KIŠIB <i>A-wi-il-DINGIR</i>
5	left edge bottom:	KIŠIB DING[IR]
6	lower edge left:	[KIŠI]B <i>E-ri-sum-ma-tu</i> [<i>m</i>]
7	lower edge right:	KIŠIB <i>Im-gu-ia</i>
8	right edge top:	KIŠIB 30- <i>i-mi-ti</i>
9	right edge bottom	KIŠIB <i>U-bar-dDa-gan</i>

Notes on some persons

22. The same name in MHET II, 805:4 (undated, but early).
 24. Also known from MHET II, 103:25, 109:34 (time of Sîn-muballit), CT 48, 1:38 (Sm 12).
 25a. The same man as witness in MHET II, 108:21 and 121:28 (time of Sîn-muballit).
 28. This witness also in VS 8, 21, left edge:1. According to Tanret 2010: 37, note 32, he also figures in Di 2177 (from Sm year 17), as gatekeeper of the Gagûm.

Notes on the text

13-16. One wonders which claims the manumitted girl could raise against the sons and the house of her erstwhile owner, a possibility that is not mentioned in similar contracts. Perhaps the scribe of our contract wished to cover a possible attempt by the girl to obtain something from the inheritance, deserved by the lifelong care for her owner, although she was not adopted. In comparable deeds of manumission adoption is at times explicitly mentioned, e.g. by starting the contract by stating that a boy is (now) the son of his adoptive father or mother (CT 8, 29a and 48a) or by writing that he had been adopted (BE 6/1,96 [= VAB 5, 24]:4-5, *ana marūtiša iškunši*). In other cases adoption is implied by designating the adoptive parent as “father” or “mother” (e.g. CT 4, 42a = VAB 5, 23, where, moreover, the adoptive father’s natural sons are designated as “his brothers”).⁵⁰ But this is not the case in our contract, which speaks of “her owner”. Contracts of manumission + adoption are to be distinguished from those recording manumission only, for which I refer to my remarks in Veenhof 1982: 174-175.

⁵⁰ Note that in this contract the oath is sworn by the gods, the king and by “their father”.

Personal names in texts 7 - 10 from Old Babylonian Sippir; capitals refer to seals

(text 7 = BM 96987; text 8 = BM 96982; text 9 = BM 96973; text 10 = BM 97003)

Abī-ešuh	8 B	Kasap-Marduk, <i>gudapsûm</i>	7:34
Abum-ilī, f. Sabium-abī	10:29	Kubbutum, s. Awīl-ilī	10:26
Adad-iddinam, f. Iballuṭ, case	10:33	Lú-A s all uḫi	7:15
Adad-išmešu, <i>muzzaz bābim</i> , seal F	9:32	Marduk-mušallim, sanga ^d Aya	8:18
Ad(i)-rihat, f. Erīssum-mātum	10:22	s. Sīn-erībam	8 C
Ahum-waqar, f. Sīn-māgir	10:31	Marduk-nāšir, u g u l a l u k u r ^d Utu	7:31
Ammi-ditana, in date	8:28; 9:37	Marduk-rē'išunu, gatekeeper	8:25f.
ir A. in seal 2 F; in oath	9:25	of the <i>Gagûm</i>	
Ammī-šaduqa, l u g a l, in oath	7:26	Mār-Sippir ^{ki} , f. Awīl-Nabium	8 G
Ana-Ea-taklāku f. [...]	8 F	Nabi-ilišu, "f." Arnabatum, seal 2	10:20
Ana-pāni-Sīn-[nadi], f. Ibni-Girra, s. Ilšu-bāni		Nabium-andasa, f. Ina-libbim-eršet	7:4,18
	seal E 9:31	Nanna-mansum	7:16
Ana-Šamaš-līši, <i>erib bītim</i>	7:37	Narāmtum, adopted daughter of Ina-libbi-eršet	7:1
Annum-pī-Aya, f. of Bēltani	8:16	Nūr-Adad, f. Warad-Ibāri	7:38
Arnabatum, slave-girl of	10:1	Nūr-Kabta, s. Sin-idinnam	10:32
Sīn-putram, d. Nabi-ilišu	10:20	Nūr-Šamaš, <i>erib bītim</i>	7:36
Asalluḫi-bāni, g a l a m a h ^d Utu	7:29	Rīš-Šamaš	9:5
Awāt-Aya, d. Warad-Sīn, seal H	8:24	Sabium-abī, s. Abum-ilī	10:28
Awīl-ilī, s. Kubbutum, seal 4	10:26	Samsu-iluna-qarrād, <i>muzzaz bābim</i>	8:21
Awīl- ^d [.....], seal 3	10	<i>rakbûm</i> , <i>našpar</i> , seal G	9:33
Awīl-Nabium, s. Mār-Sippir	8:22	Sāmum, f. [...]	8 D
scribe of the <i>nadītums</i> of Šamaš	8 G	Sīn-erībam f. Marduk-mušallim	8 C
Awīl-Sīn, u g u l a l u k u r ^d Utu	7:30	Sīn-iddinam, f. Imgu(r)iya	10:23
Bēltani, l u k u r ^d Marduk	9:6	Sīn-iddinam, f. Nūr-Kabta	10:32
Bēlti-bānitī, <i>kisalluhatum</i>		Sīn-imitti, s. Ibašši-ilī, seal 8	10:27
adopted daughter of Šupra	8:1f.	Sīn-išmešu, u g u l a l u k u r ^d Utu	8:20
Bunene-ašarēd, <i>erib bītim</i>	7:35	Sīn-māgir, s. Ahum-waqar	10:31
Būr-Adad, adopted son of	9:1ff.	Sīn-muballiṭ, scribe	9:35
Šupra, <i>rakbûm</i>		Sīn-muballiṭ, l u g a l, in oath	10:18
Da-na-an/ ^d [...], f. Šupra	8 A	Sīn-mušallim	8:19
E b a b b a r d a - t i l a f. Ṭāb-šillum, case	10:34	Sīn-nādin-šumi, <i>gudapsûm</i>	7:33
Erīssum-mātum, s. Ad(i)-rihat	10:21	Sīn-nādin-šumi s. Ilšu-bāni	9:27
	seal 6	Sīn-putram, seal 1	10:2ff.
Iballuṭ, s. Adad-idinnam, case	10:33	Sīn-uballiṭ, scribe	9:35
Ibašši-ilī, f. Sīn-imitti	10:27	Šamaš-bāni, f. Ipiq-Annunitum	9:26
Ibni-Adad, s. Imgur-Sīn, <i>gudapsûm</i>	9:29	Šamaš-nāšir, s. A[.....]	9 H
Ibni-Girra, s. Ana-pāni-Sīn-nadi		Šupra, s. Danan?-..., <i>rakbûm</i> ,	8:2ff.; 9:1ff.
<i>erib bītim</i>	9:31		8 A; 9 A
Ibni-Šamaš, <i>gudapsûm</i>	7:32	Ṭāb-šillum, s. E b a b b a r d a - t i l a, case	10:34
Iddin-Numušda, f. Ubār-Dagan	10:31	Tarību, scribe	7:39
Iddin-Ištar, f. Ur- ^{gis} Gigir	10:24	Ubār-Dagan, s. Iddin-Numušda	10:30
Il'aba-mālik, f. Warad-Sīn	10:25		seal 9
Ilšu-ibni, sanga ^d Utu	7:28	Ur- ^{gis} Gigir, s. Iddin-Ištar	10:24
Imgu(r)ia, s. Sīn-idinnam, seal 7	10:23	Warad-Ibāri, s. Nūr-Adad	7:37
Imgur-Sīn, f. Ibni-Adad	9:30	Warad-Sīn, f. Anum-pī-Aya	8 B
Ina-libbim-eršet, <i>nadītum</i> ,	7:2-3	f. Awāt-Aya, seal H	8:24
d. Nabium-andasa		s. Il'aba-mālik	10:25
Ipiq-Annunitum, s. Šamaš-bāni,	9:26	Wēr-abu[šu], f. Wēr-Ištar, case	10:25
judge	9 B	Wēr-Ištar, s. Wēr-abu[šu], case	10:25
Ippu-Šala, s. Mašia[m-....]	9 G	[.....], s. Ana-Ea-taklāku, g u d u ₄ of Ea	8 F
Īr-Emahtila, <i>rakbûm</i> , <i>našpar</i>	9:34	[.....], s. Sām[um]	8 D
Iribam, <i>šatammum</i>	9:4		

Abbreviations and Bibliography

Abbreviations

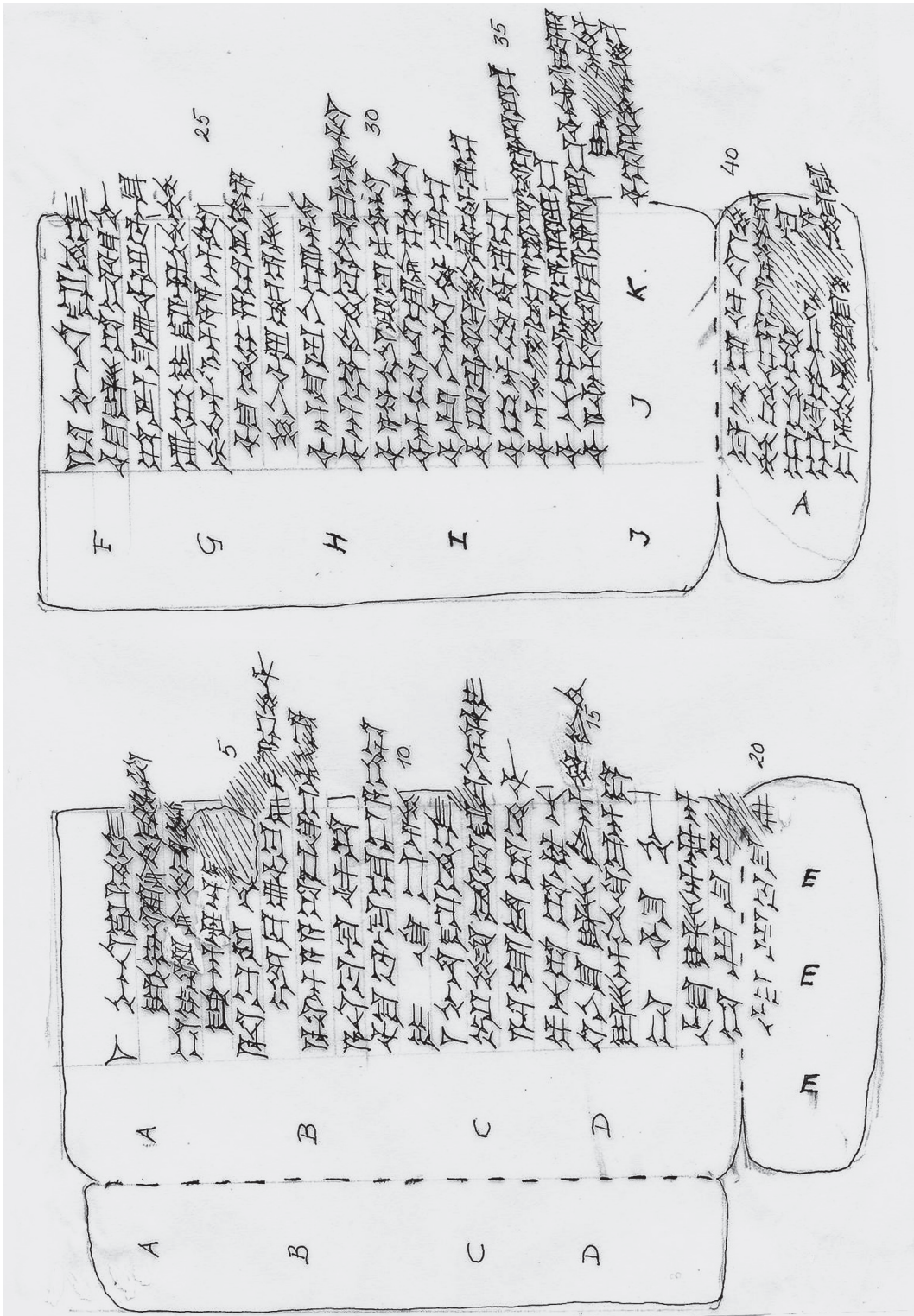
Abbreviations are those of *Reallexikon der Assyriologie* Bd. 14 (2016), III-LV. In addition:

EL	G. Eisser and J. Lewy, <i>Altassyrische Rechtsurkunden vom Kültepe</i> , I-I (MVAeG 30, 35/3). Leipzig 1930, 1935.
MA	Middle Assyrian
MHET II	L. Dekiere, <i>Old Babylonian Real Estate Documents</i> (Mesopotamian History and Environment, Texts, vol. II/1-6). Gent 1994-1997; quoted by text number.
OA	Old Assyrian (period, texts, language)
OB	Old Babylonian (period, texts, language)

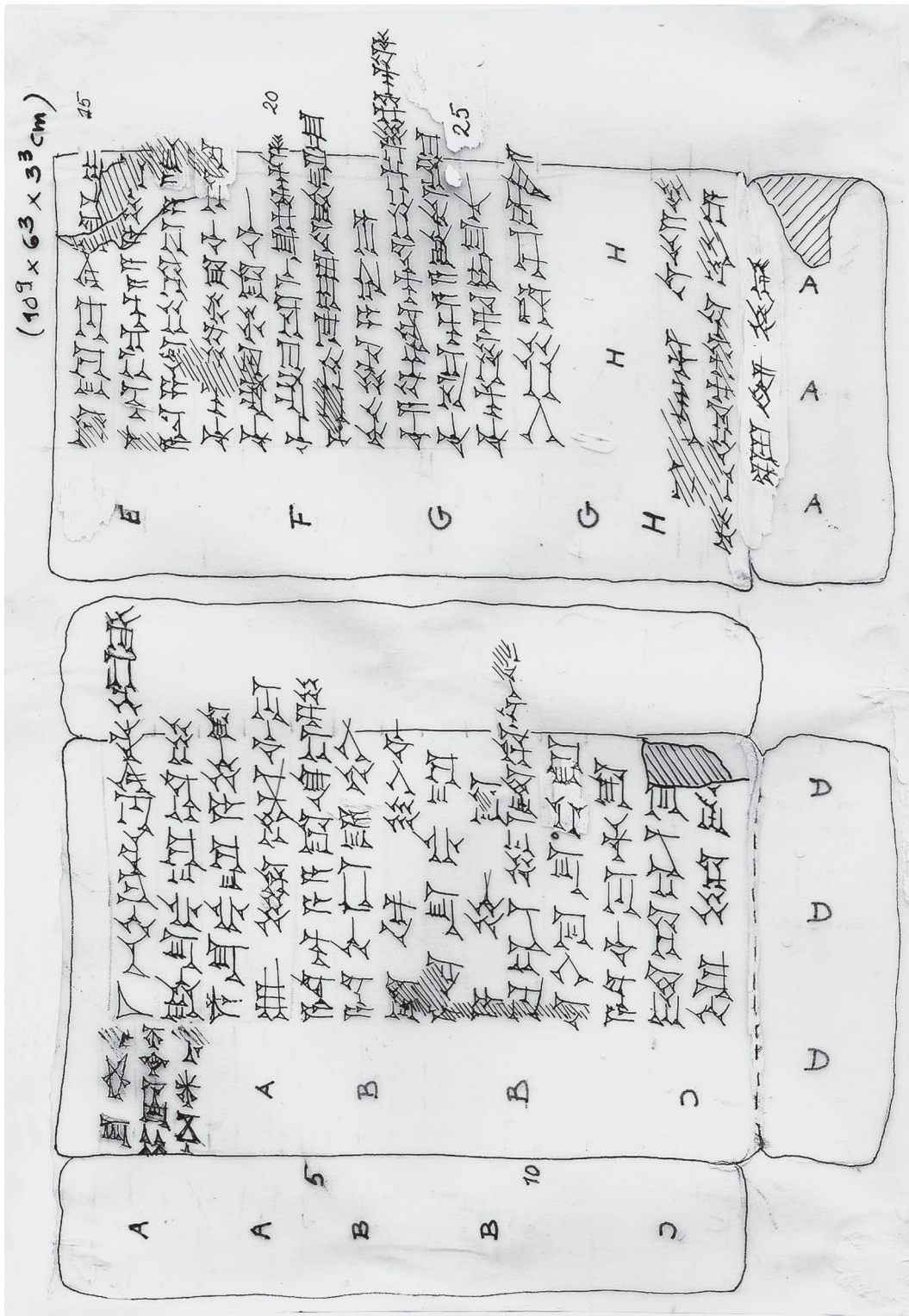
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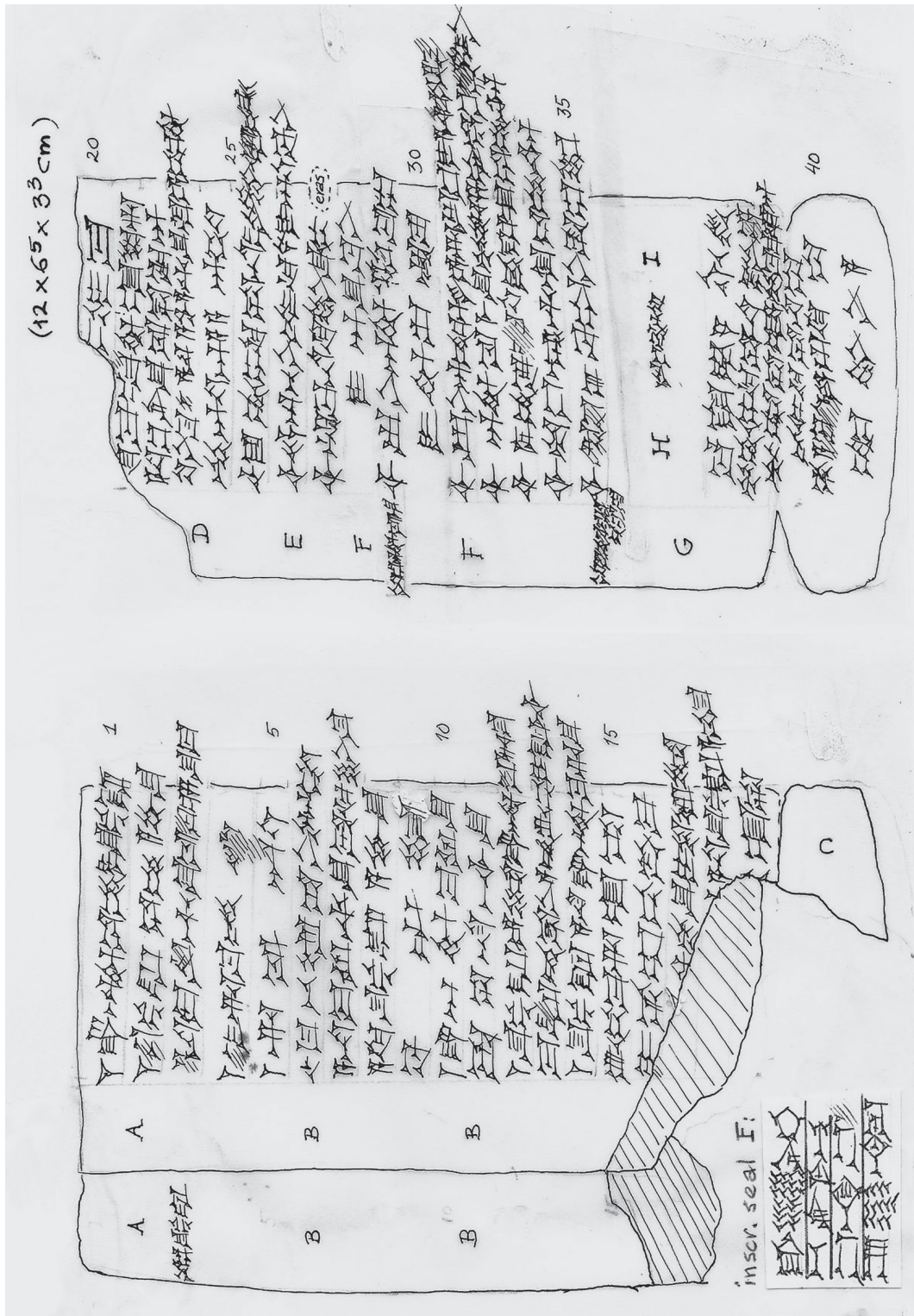
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Text 7: BM 96987 (1902-10-11, 41).

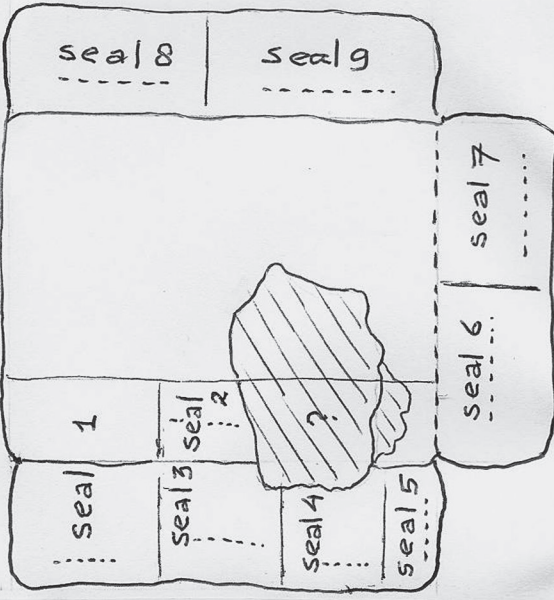


Text 8: BM 96982 (1902-10-11, 36).



Text 9: BM 96973 (1902-10-11, 27)

envelope with seal impressions



Captions to the seal impressions:

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2. 封
3. 封
4. 封
5. 封
6. 封
7. 封
8. 封
9. 封

Handwritten text in seal script, arranged in vertical columns. The text is partially obscured by the diagram above it.

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Handwritten text in seal script, arranged in vertical columns. The text is partially obscured by the diagram above it.

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