

ADOPTION AND APPRENTICESHIP IN THE OLD BABYLONIAN PERIOD

SOPHIE DÉMARE-LAFONT
Université Panthéon-Assas – E.P.H.E. Paris¹

Introduction

“The fate that Enlil assigned to humankind is: a son should take up his father’s job”. These are the words of a desperate and angry father to his lazy and idle son in a long Sumerian composition, glorifying the benefits of scribal education as a remedy for a young licentious man.² Beyond the timeless nature of this kind of conflict, experienced by many parents over the world, the main interest of this sentence is to make clear that professions pass on within the family.

If skills were preferably handed down from father to son, without any contract, it is no surprise that apprenticeship is so poorly documented throughout Mesopotamian history. The main body of texts on the subject amounts to about thirty-five tablets, from the Achaemenid period.³ The apprentices in these texts are usually slaves belonging to a wealthy family, entrusted to a craftsman in order to learn his craft (baking, weaving, lapidary art, etc.). No salary is mentioned, maybe because the craftsman made a profit on the production of his apprentice, who stayed with him, at his house, during several years (between two and eight).

Thus, apprenticeship was not modelled on employment or service contracts, but was shaped within the legal framework of family law. Now, one of the best-known family institutions in Mesopotamia is adoption. Given the scarcity of apprenticeship contracts on the one hand, and the abundance of adoptions on the other hand, it is tempting to assume that the latter served as a legal model for the former.

Such an assimilation looks plausible, given the fact that master and apprentice lived together at the master’s house, and that the authority of the master over his apprentice was similar to the power of a father over his son. However, the similarity is not complete because the notion of education takes on a specific form in apprenticeship, namely the teaching of professional skills. Old Babylonian jurists saw the difficulty but could not work out a legal structure adapted to the mixed nature of this institution, which borrows from the fields of both family law and contract law.

¹ This article is an amended and more developed version of a previously published research dealing more broadly with homeworking (“Travailler à la maison. Aspects de l’organisation du travail dans l’espace domestique”, in B. Menu (ed.), *L’organisation du travail en Égypte ancienne et en Mésopotamie, Actes du colloque Aidea Nice 4-5 octobre 2004*, IFAO-BE 151, Le Caire, 2010, p. 65-82). I wish to thank Prof. K. R. Veenhof for his careful reading of this article and his seminal suggestions.

² Sjöberg 1973: 112 lines 115-116; nam^den-líl-le lú-u₁₈-lu nam-bi tar-ra, dumu kin-gi₄-a ad-da-na-ka i-í₃-ús.

³ San Nicolò 1950; Petschow 1980; Hackl 2010; Kedar 2014.

The double nature of apprenticeship is made very clear in a contract from Nuzi,⁴ recording that a father has entrusted his son to a weaver-slave who should learn him his craft and marry him off; in return, the adoptee should support the adopter and his wife during their lifetime and should obey them as if he was their son. If the craftsman does not train his apprentice, the contract is cancelled *ipso facto*. The formulae of the tablet combine elements derived from the law of contracts (salary of the weaver, training obligation) with others derived from the law of affiliation (content of the first line, power of punishment of the adopter).

Old Babylonian texts are less explicit. The Codes of Lipit-Ištar and of Hammurabi both refer to apprenticeship in terms recalling adoption. But contemporary deeds reflect a different approach. The very few Old Babylonian contracts of apprenticeship published until now do not allude to any filiation of the apprentice with his master; conversely, the adoption contracts do not point to a possible training of the adoptee.

Besides, the transmission of a trade does not necessarily leave written trails. The case of the well-known Ur-Utu is fairly typical: he was appointed by his father Inanna-mansum to take over his office of chief-lamentation priest of the goddess Annunitum in Sippar.⁵ The archives excavated in his house prove that he received a basic scribal training,⁶ but nothing is known of how he learned the religious duties he was required to perform. He was probably taught these orally by his father Inanna-mansum. The lack of written documents could be explained by the religious nature of this knowledge, which perhaps had to be kept secret; but the same situation occurs for most technical or manual trades, learned directly on the job. At any case, the example of Ur-Utu is all the more telling that he was probably adopted.⁷

Actually, the most enlightening information on the links between adoption and apprenticeship is provided by epistolary documentation: as we shall see, letters emphasize how education is central in the definition of parenthood.⁸

The similarity between adoption and apprenticeship was thus difficult to formalize in legal terms. Nevertheless, it seems that society experienced their propinquity as a natural fact, at least consistent with a reality that ultimately resisted any legal analysis.

We shall therefore investigate three different kinds of texts in order to get an overall picture of the topic: law codes, legal deeds, and letters. The combination of all the data should exemplify the interrelations between adoption and apprenticeship.

⁴ JEN 572: Hui-tilla, son of Warteya, has given his son Naniya in adoption to Tirwiya, servant of Enna-mati; and Tirwiya shall provide Naniya with a wife and train him in the weaver's craft. As long as Tirwiya lives, Naniya along with his wife shall honour him!. When Tirwiya dies, Naniya shall take his wife and go wherever he pleases. If Tirwiya does not train Naniya in the weaver's craft, Hui-tilla shall arrive and take his son Naniya. And Tirwiya shall give to Hui-tilla five sheep as his present. And the tongue of Hui-tilla has spoken (as follows): "Yes, the five sheep from Tirwiya I have received". If Naniya does not honour Tirwiya, then just as a man treats his own son, so shall Tirwiya treat Naniya. Tirwiya said as follows: "Naniya is not in debt to me in any way whatever. When I die, Naniya shall take his wife and go wherever he pleases". Whoever among them violates the agreement shall pay one mina of silver and one mina of gold. This tablet was written after the public announcement at the gate. Witnesses and date. See Speiser 1963: 68-70.

⁵ Di 1194; see Janssen 1992.

⁶ See Tanret 2002: 155-157.

⁷ See the contribution of Lucile Barberon in this volume.

⁸ The same view is implied for instance in § 193 CH protecting the rights and status of the stepfather (*murabbium*) or stepmother (*murabbitum*) who raised an ungrateful child.

Adoption and apprenticeship in the Old Babylonian law codes

Apprenticeship is mentioned in the Codes of Lipit-Ištar (CLI) and Ḫammurabi (CH). Let us consider first § 20b CLI:

tukum-bi lú-ù dumu á-è-[a] á-kala-ni-gin₇ nu-bùlug-[e-dè] igi di-kud-dè-šè un-ge-en ama tu-du-na ba-an-ši-gur-ru

If a man does not raise according to his abilities the son whom he took to raise,⁹ and it is confirmed before the judges, he (the child) shall be returned to his birth mother.

The reference to the birth mother suggests that the case is about a young child, whose father probably died and was therefore entrusted to an outsider in order to get the professional education he could no longer receive within the family.¹⁰ Besides, the law assumes that the craftsman is the adoptive father of the apprentice, as implied by the use of *dumu* “son”.

The legal situation of the child is described with the two verbs *á-è* and *bùlug*, which both mean “to raise, to rear”, not only in the literal sense of “feeding somebody” but also in the broad sense of “educating” intellectually and professionally. This also fits the family duties of a father.

But a noticeable difference in comparison with adoption is that the failure of the craftsman should be established in front of the judges, whereas an adoption contract could be broken *ipso jure* by simply uttering the *verba solemnia* (“You are not my father/son”), without any resort to the judges.¹¹ This provision proves that the master has a legal obligation to achieve a particular result, namely training a skilful colleague. Teaching only the basic knowledge in his field is not enough.

The law implies *a contrario* that the child cannot be reclaimed by its original family once the obligation of the craftsman is executed, that is when he has handed on his skills to the apprentice. This rule is expressly stated in §§ 188-189 CH:

§ 188 *šumma mār ummānim šehram ana tarbītum ilqēma šipir qātīšu uštāhissu ul ibbaqqar*

If a craftsman takes a young child to rear and then teaches him his craft, he will not be reclaimed.

§ 189 *šumma šipir qātīšu lā uštāhissu tarbītum šī ana bīt abīšu itār*

If he should not teach him his craft, that rearing shall return to his father’s house.¹²

The lawgiver uses the terminology of apprenticeship, for instance with the expressions *šipir qātīšu šūhuzum*, “to teach his craft”, or *mār ummānim*, “craftsman”. The form *ana tarbītum* has the same double meaning as its Sumerian equivalents in the Code of Lipit-Ištar, conveying the ideas of material and cultural education.¹³

Adoption is technically defined with the verb *leqûm*, “to take”, which occurs also as a key-word in the Old Babylonian adoption contracts. In the Code of Ḫammurabi, the prohibition of any claim to the child, once completely trained, confirms the legal reference to

⁹ For a slightly different translation of *dumu á-è-[a] á-kala-ni-gin₇*, see M. Roth (1997: 30): “the son whom he contracted to raise in an apprenticeship”.

¹⁰ According to a convincing suggestion by K. R. Veenhof.

¹¹ See the numerous occurrences of the clause “If PN says to PN₂ ‘You are not my father/mother/son/daughter’” in the Old Babylonian adoption contracts. Examples in Schorr 1968, nos. 8-11, 20; see also TIM 4, 13 (below).

¹² Roth 1997: 119.

¹³ See more references in CAD T, *tarbītum* A/2.

adoption. On the other hand, if the master fails to train his apprentice, the contract is void (§ 189) and not broken, a significant difference with the institution of adoption.

Thus, apprenticeship and adoption are conflated because they are not mutually exclusive; this reflects the very sociology of apprenticeship, which took place primarily within the family circle.

One could compare these Babylonian provisions with § 200b of the Hittite Laws:

§ 200b *ták-ku* DUMU-*an an*-[*na-nu-ma-*]^r*an-zi*^r *ku-iš-ki pa-a-i na-aš-šu* ^{LÚ}NAGAR *n[a-aš-ma*
^{LÚ}SIMUG.A ^{LÚ}UŠ.BAR^r *na-aš-ma* ^{LÚ}AŠGAB *na-aš-ma* ^{LÚ}AZLAG *n[u an-na-nu-um-m]a-aš*
6 GÍN KÙ.BABBAR *pa-a-i ták-ku-an* ^{LÚ}[U]M^r.[M]E^r.A^r[*-a*]^š? *wa-al-ki-iš-ša-^rra*^r[*-ah-hi*]
nu-uš-ši 1 SAG.DU *pa-a-i*¹⁴

If anyone gives (his) son for training either (as) a carpenter or a smith, a weaver or a leatherworker or a fuller, he shall pay 6 shekels of silver as (the fee) for the training. If the teacher makes him an expert, he (the teacher) shall give to him (the father) one head.¹⁵

I understand the last sentence according to the Mesopotamian provisions mentioned above: the master has the right to keep the one he has trained, provided that he compensates the loss suffered by the family of the apprentice¹⁶. Compensation is not mentioned in the Old Babylonian law codes, maybe because it was left to private negotiation between the parties.

The three law collections share a common approach to the subject: they consider the case of a teenager or a young adult, who has been living at his master's place during several years. He should stay with him if he acquired proficiency, or should return to his family home if he did not attain the skills of the craftsman.¹⁷ Lipit-Ištar and Hammurabi make it clear that the training should lead to complete mastery and not only involve basic techniques. This arrangement spares the interests of both parties: the craftsman may recover his initial investment, and the biological parents secure the future of their child, even if they have to part with him.

The situation is not easy to analyse from a legal perspective, because the relationship between the apprentice and the craftsman becomes permanent only when the former masters the art of the latter. Besides, as a son of his teacher, the apprentice should get inheritance

¹⁴ Transcription Hoffner 1997: 158-159, with parallel version.

¹⁵ Hoffner 1997: 159 offers a different translation of the last sentence: "It the teacher makes him an expert, (the student's parent) shall give to him (i.e. to his teacher) one person"; he quotes the other possibility in his fn. 573. San Nicolò (1950: 28 fn. 5), followed by Haase (1959), restored a negative adverb *UL* allegedly forgotten by the scribe; the teacher would have been liable for compensation because he would have failed to provide an adequate training to the apprentice. Such an interpretation is based on a heavy emendation of the text and assumes that breach of contract was subject to criminal sanctions, an outcome barely attested in the Ancient Near Eastern law collections.

¹⁶ A very fragmentary Neo-Hittite document (KUB 23.108 rev. 7-13) could reflect the difficulties in enforcing this provision. It deals with a man who probably gave his son for apprenticeship to learn the craft of augury, but then sued the master for having kept the trainee without compensation: "I gave [...] for apprenticeship/training, and [...] trained [him in] the craft of augury. [But...] he still holds [...]! I [appe]aled to the palace [...], but I [...] for myself from the palace. Look! ¹ZAG-muwa is sitting in [...]. Let them [...] from the palace and arrest/commandeer him!" (Hoffner 1997: 221).

¹⁷ Such could be the situation contemplated in an Achaemenid tablet (Cyr 368; Wunsch 2003-2004: 222) in which a biological mother cancels the previous adoption contract she concluded with a man. The motive could be the birth of a son in the adopter's house (Wunsch 2003-2004: 211), but if the document refers to a judgment (line 12', see Wunsch's comment), one could compare it with the provision of the Code of Lipit-Ištar. The clause specifying the return to the father's house recalls the last statement of § 189 Code of Hammurabi and could be in this case a clause of style since there is actually no father. Another example could occur in a Nuzi document (EN 9/3 104+; see Lion 2004: 563) in which a biological father took back his son and compensated the adopter, probably for both his expenses and his loss.

rights on the estate of the craftsman. But such rights are not stated anywhere. Westbrook supposed that the transmission of the craft amounted to a share of inheritance.¹⁸ This might be true, but Old Babylonian family archives show that when a son inherits the duties of his father, he usually receives the goods attached to the function; such is the case for instance for Ur-Utu.¹⁹ The right to carry out the paternal duties comes in addition to the regular share and justifies the advantage of the favourite son, who is not necessarily the first-born.

Actually, the situation of apprenticeship as depicted in the law collections looks like a conditional adoption without inheritance right, and bears some resemblance to our modern guardianship.

The uncertain legal nature of apprenticeship could be one explanation for the scarcity of this type of contract: meeting the requirements of the codes would raise problems of formulation and would create potential conflicts between the families and the teachers. Babylonian scribes managed to partially solve this difficulty by emphasizing the financial aspect of the contract.

Deeds of apprenticeship and adoption

Old Babylonian deeds of apprenticeship are very rare. Only two examples are known presently, both concerning music. The first text was written by a singing teacher for a blind woman named Šinunutum:²⁰

<p><i>iš-tu</i> iti ab-è-a u₄ 18-kam ^{1f}<i>ši-nu-nu-tum</i> igi nu <i>a-na na-ru-tim a-ha-zim</i> 5 <i>a-na ma-ah-ri-ia</i> <i>ub-lu-ni-iš</i> Rev <i>itu</i> ab-è-a u₄ 18[?]-kam' mu <i>am-mi-di-ta</i>-[<i>na</i> lugal-e] ^{urudu}alan-[alan-a-ni ù ^dlam]ma-^dlamma 10 é-bab[bar-ra-š]è i[n-na-ku₄-r]a</p>	<p>From the month of <i>tebîtum</i> on, the 18th day, Šinunutum, blind, in order to learn singing, to me was brought. Month of <i>tebîtum</i>, 18th day (Ad 23)</p>
---	--

Blindness is not uncommon among singers, as N. Ziegler noticed in her work on music at Mari.²¹ Considering the fact that elsewhere the reference to the sight points to a certain level of training (see below AKT 4, 69), the opposite notion of blindness could be understood to describe an absolute beginner. Apparently, what is important here is the starting point of the teaching, on the 18th day of the 10th month (January-February) of the 23rd year of Ammi-ditana (1661 BC). Neither the salary, nor the duration of the teaching are known, not even the name of the teacher. He is the one who writes the tablet, maybe as a memorandum to calculate his

¹⁸ Westbrook 1993: 199.

¹⁹ Janssen 1992.

²⁰ UMM G 40; cf. Szlechter 1963: 151.

²¹ Ziegler 2007: 21 and n. 100 with bibliography. See also Ziegler 2010 for an overview of musical education at Mari.

fee at the end of the period of teaching. The lack of information about the archaeological and archival context is an obstacle to any further comment on this text.

The second text is clearly a school tablet, bearing the name of the schoolmaster in the end (lines 13-14) and leaving a blank for the date (line 12):²²

	^h hé-bé-eridu ^{ki} -ga	Hebe-Eridu,
	dumu ^d adad-la-ma-si	son of Adad-lamassi,
	nam-nar zu-zu-dè	in order to learn music
	ki il-ši-ri ba-tuš	sat with Il-širi.
5	u ₄ -a nar ^{gix} tigidlu	At that time, in order to learn singing,
	asila tigi _x a-da-ba	(playing) the tigidlu, the asila, the tigi and the adab
	a-rá 7-kam zu-zu-dè	seven times,
	5 gín kù-babbar	five shekels of silver,
	á il-ši-ri	fee of Il-širi,
10	^d adad-la-ma-si	Adad-lamasi
	in-na-an-sum	has paid to him.
Rev	u ₄	Day
	[^l]i'-lí-ip-pa-al-sà-ni	Ili-ippalsanni
	^{lú} um-mi-a	the schoolmaster.

It is very remarkable to have such a model for a type of contract, which is almost unattested in Old Babylonian times. The master received seven times five shekels of silver (that is 35 shekels), corresponding to seven lessons or maybe seven years of teaching; the student will learn singing and playing four instruments.

It is significant that both examples deal with music. In the *Chicago Assyrian Dictionary*, the occurrences of the verb *šūhuzum* “to teach, to educate” are frequently connected with this particular field.²³ Mari letters too offer numerous attestations of this activity (see below), which takes place within the palace and involves mainly female slaves and sometimes also wealthy young men, as we shall see in a moment.

None of these two documents refers to adoption, neither directly nor implicitly, which is quite different from what we read in the law collections. This could be another instance of the discrepancy between statute law and legal life. But one should notice the reference in both contracts to the fee of the teacher: it is explicit in the school tablet, and implicit in the other text.

This feature seems to explain why the pattern of adoption is not used here: the apprentice will not receive a complete training but a partial learning, limited in time and content. Because adoption is not an issue, the parties may resort to an employment contract.

This is also the situation described in the first sentence of the Hittite law §200b: the training of a carpenter, a smith or a weaver requires the payment of a fee during the period of learning. But aiming at a higher level of education requires a much longer span of time and probably also drastic changes in the environment and in the way of life. The rearing of the Mesopotamian codes, and the expert of the Hittite laws, have reached the level of their teacher, they are able to carry out special duties; thus, they enter the corporate body of their master and change family. Professional kinship replaces blood relationship. Therefore, in

²² Geller 2003.

²³ CAD A/1, s.v. *ahāzu* mng 9a 1'.

Mesopotamia as elsewhere, the father is not always the progenitor but the one who gives an education to the child. Parenthood is a cultural matter as much as a biological one.

The idea that the transmission of a trade creates a fictitious relationship is not clearly stated in the Old Babylonian adoption contracts, but it could be implied in several tablets. Such is the case for instance when one brother is designated as the elder of his siblings through a formula like “Even if there are ten sons, the adoptee remains the eldest one”.²⁴ The concrete meaning of this statement appears in a contract from Nippur (TIM 4, 13) where a man shares

<p>^dnanna-á-mah dumu ab-a-ab-gub-ba ⁱi-[pí]-iq-^den-líl dumu <i>we-e-di</i>-ra še-ba [i-b]a ù síg-ba mu-á-ta in-na-an-kal 5 gibil-bi-eš-àm ⁱi-pí-iq-^den-líl-e kišib nam-ibila ^dnanna-á-mah-ra in-na-an-tak₄ nam-gudu₄ ^dlú-lál mu-a itu-2-àm nam-ugula-é nam-ì-du₈ nam-kisal-luh ù bur-šu-ma ⁱi-pí-iq-^den-líl-e 10 ^dnanna-á-mah-ra in-na-an-sum 5 (bán) še-ba ½ silá ì-giš itu-á 4 ma-na síg mu-^rra' ^dnanna-á-mah-e ⁱi-pí-iq-^den-líl-ra in-na-ab-kal-ge u₄-kúr-šè ⁱi-pí-iq-^den-líl-e 15 ^dnanna-á-mah dumu-na-ra dumu-mu nu-me-en ba-na-an-du₁₁ nam-gudu₄ ù nam-ugula-é-ni-ta ba-e-ri-a-e₁₁-dè ù 1/3 ma-na kù-babbar [ì-lá-e] 20 ù ^dnanna-á-mah-[e] ⁱi-pí-iq-^den-líl-[ra] ad-da-mu nu-me-en ba-n[a-an-du₁₁] še-ba ì-ba ù síg-ba in-na-a[n-kal] inim nu-um-gá-gá 25 ù 1/3 ma-na kù-babbar ì-lá-e en-na ⁱi-pí-iq-^den-líl-e al-ti-la-aš nam-gudu₄ ù nam-ugula-é-ta al-kú-e igi géme-é-kur-ri-tum nin-dingir ^dlú-lál ù arad-ì-lí-šu dumu-ne-ne-šè 30 ⁱi-pí-iq-^den-líl ad-da ti-la mu lugal-bi in-pà</p>	<p>Nanna-amah, son of Abab-guba has provided annual rations of barley, oil and wool to Ipiq-Enlil, son of Wedi. For a second time, Ipiq-Enlil has made out a sealed tablet of inheritance for Nanna-amah. The office of <i>pašišum</i>-priester of Lulal for two months annually, of overseer, of gate- keeper, of courtyard sweeper and of “old man”, Ipiq-Enlil has given to Nanna-mah. 5 bán of barley, ½ sila of oil monthly, 4 minas of wool annually Nanna-amah will provide to Ipiq-Enlil. In the future, if Ipiq-Enlil says to Nanna-amah his son: “‘You are not my son”, he will forfeit the office of <i>pašišum</i> and of overseer of the temple and [he will pay] 1/3 mina of silver. And if Nanna-amah sa[ys] [to] Ipiq-Enlil “‘You are not my father”, the rations of barley and oil which he pro[vided] he will not reclaim and he will pay 1/3 mina of silver. As long as Ipiq-Enlil lives, he will eat from the office of <i>pašišum</i> and of overseer of the temple. In attendance of Geme-ekurritum, <i>entum</i>- priestess of Lulal and Warad- ilišu his children, Ipiq-Enlil the(ir) father, while alive, has sworn in the name of the king. Witnesses – Date.²⁵</p>
--	---

²⁴ See for instance VS 8, 127:9-12 (Sippar): ⁹10 *ma-ri* ^dbu-né-né-*a-bi* ¹⁰ù *hu-šu-tum li-ir-šu-ú-ma* ^{11d}utu-a-pí-li-
¹²*a-hu-šu-nu ra-bu-um*, “Would Bunene-abi and Hušutum have ten sons, it is Šamaš-apili who is (still) their
eldest brother”.

his estate for the second time in order to include among his heirs a man named Nanna-amah, who supported him.

The adopter gives to the adoptee the incomes of several religious duties in exchange for the payment of annual rations. The deed is written in attendance of the two children of the testator (lines 28-29): an *entum*-priestess and a son seemingly unable to carry out the duties of his father, maybe because he is too young or cannot perform a religious task, due to physical disabilities or lack of technical skills. From a legal point of view, Nanna-amah is the eldest son, though he is not designated as such in the text.

The tablet does not deal exactly with apprenticeship because the adoptee is obviously an adult, who supports the adopter in his old age. The reason for resorting to adoption is economic but also technical, aiming at transferring the functions of the adopter to a legitimate heir. Nanna-amah probably belonged to the same circle as his benefactor so that he was already trained and could exercise the religious duties he received without further learning. Adoption framed the professional ties within the family circle and warranted the choice of a fully able successor.

Fatherhood is certainly a matter of opinion, as Veenhof wrote,²⁶ but it is also a matter of education. The father is the one who teaches his skill to his son or who pays someone to do so. All educational functions, be they essentials or cultural, are typical of the status of parent. Consequently, if they are performed by an outsider, this person takes on the status of father or mother,²⁷ unless he or she is paid for that. The situation of some wet-nurses could provide an interesting parallel: one contract at least states that if the parents do not pay the agreed salary and the educational expenses, the wet-nurse shall become the mother of the baby.²⁸ The same rule could prevail in the realm of apprenticeship: as long as the father pays the expenses for the training of his son, his fatherhood is not contested; if he stops paying, the teacher may claim the status of father because he behaved as such and gave his time, his skill and even his affection to the apprentice.

Cohabitation of teachers and students in the same house is the background of law collections and deeds on apprenticeship. The letters help us to figure out how things worked in everyday life.

²⁵ Stone and Owen 1991, no. 1.

²⁶ Veenhof 2003.

²⁷ See in this sense § 193 CH: If the child of (i.e., reared by) a courtier or the child of (i.e., reared by) a *sekretum* identifies his father's house and repudiates the father who raised him or the mother who raised him and departs for his father's house, they shall pluck out his eye (slightly different translation in Roth 1997: 120).

²⁸ VS 7, 10: (A woman) Zuhuntum by name, wife of Ilum-kinum, had given her child to Iltani the *qadišum* for nursing but she was not able to hand over the nursing fee covering three years (consisting of) rations of barley, oil, and wool to Iltani the *qadišum*, and Zuhuntum said to Iltani the *qadišum*: "Take the little child as your son!". Because she spoke to her like this, Iltani has given Zuhuntum three shekels of silver, in addition to the fee for nursing for three years, which she had not received. In the future, no one will raise claim against the other. They have sworn by Uraš and Ḥammurabi. Witnesses. Date. (A German translation is provided by Schorr 1968, no. 78.)

Adoption and apprenticeship in the letters

Education creates a *de facto* kinship producing legal effects similar to an adoption. Thus, an Old Assyrian merchant complains that the ungrateful children of his son left him alone though he reared them probably because their father was away in Kaneš.²⁹ Although it is likely that no adoption contract had been concluded with the grandfather, the letter quotes the *verba solemnia* used to break an adoption.³⁰ Thus the writer seems to consider himself a reputed father by the very fact that he reared the children and maybe learned his trade to his grandson.

A more telling example is provided by AKT 4 (= Albayrak 2006), 69,³¹ a letter in which a man named La-qepum complains that his adopted son, Šuli, whom he raised and trained as a merchant, is now discrediting him in the eyes of his colleagues. Several elements point to the adoptive relationship between both characters: La-qepum recalls Šuli that he “knows neither father nor mother” (lines 8-10: *abam u ummam lā tīdēma*), meaning probably that he was an orphan; but most importantly, the last sentence of the text, “You are not my son” (line 29, *lā mer’ī attā*), tallies with the *verba solemnia* reported in the termination clauses of the Mesopotamian adoption contracts. It is interesting to find here a contextualization of such a statement, usually assumed to express a breach of contract without grounds since it entailed financial or even penal consequences. The argumentation of La-qepum aimed precisely at dismissing any compensation for Šuli, but even so, a formal statement was required.

Not only did La-qepum raise Šuli (lines 10-11: *anāku urabbīka*) as any adoptive parent would, but as a father, he also “provided him with eyes” (lines 12-13: *ēnēn ušaršūka*). Prof. Veenhof convincingly understands this phrase as a reference to the transmission of the adoptant’s skills to the adoptee. Thanks to this education, Šuli was able to improve his own condition (lines 14-16: *u mazzāzam damqam ša iššērīka damqu uštazziz<ka?>*, “I have also established you in a good position, that is fine for you”) which means that he was backed up by the good reputation of his adoptive father and therefore introduced in the circle of his business partners. La-qepum thus disposed of both an employee and a son (and even a grandson, apparently living with him in Aššur).

The tone of the letter reveals the indignation of the betrayed father facing his son’s ungratefulness. In some ways, the situation depicted here reminds us of the rebellious son in the Code of Hammurabi (§§ 166-167) and in the Bible (Deut. 21:18-21), who persistently resists his parents despite their punishments. Šuli had probably been advised previously by his father that he crossed the line, but he kept defying his authority and harming his commercial interests by turning to “other fathers” (line 18), namely competitors. Unlike the biological son of the Code and of the Bible, liable to the death penalty, Šuli lost his double status of son and partner, a rather harsh consequence in view of their financial and social implications.

²⁹ CCT 3, 6b; see Larsen 2002, no. 22 and p. xxiv.

³⁰ Lines 24-30: *mera’ka urabbīma umma šūtma la abī attā itbiamma ittalkam u mer’uwātika urabbīma umma šinama la abuni attā*, “I reared your son but he said ‘You are not my father’, he got up and left. Also I reared your daughters but they said ‘You are not our father’”.

³¹ See now the edition of the text by K. R. Veenhof in this volume. I wish to thank him very warmly for drawing my attention to this document and providing very generously his reading and comments on it.

Another interesting example comes from Mari, in a letter published by N. Ziegler (2007: no. 27):

	[a-na] be-lí-ia	To my lord
	[qī]-bí-ma	say:
	um-ma ri-ši-ia	thus speaks Rišiya.
	ir-ka-a-ma	Your servant
5	¹ mu-ha-ad-du-um ma-ri-šu	Muḥaddum
	id-de ₄ -em-ma	had abandoned his sons to me
	na-ru-ta-am ú-ša-hi-iz	and I have taught them music.
	da-ma-am i-na pu-ur-si-tim	I have <i>bound</i> the blood
	ak-šú-ur	in the veins ³²
10	[ù] ú-ra-bi-šu-nu-ti	and I have brought them up.
	[i]-na-an-na il-[i-ka]m-ma	Now he has come to me,
	[dingir-lam l]a-ma-sú ib-bi	invoking his protective god,
	[dingir-tam na-ší-r]a-sú ib-bi	invoking his protective goddess,
	[it-te ₄ -h]e-em i-na {ŠA}	he approached me.
15	[ša-ma-al-l]i la-ma-ad	He accused me of learning bad things
Rev	^a -wa-tim bi-ša-tim id-bu-ba-am	amidst the apprentices.
	um-ma a-na-ku-ma it-ti	I said: “With
	ma-ri-ka še-eh-ri-im	your young son,
	na-ru-ta-am e-pu-úš	I performed music!”
20	um-ma šu-ma it-ti-ka-a-ma	He said: “Do (it) with yourself (= alone)!
	e-pu-úš be-lí hu-ša-ba-a[m]	My lord refused a twig
	i-na pa-ni ma-ka-al-tim	in front of
	ip-ri-ik	a plate (of food)!”
	i-da-bu-ba-am an-né-tim	He told me that!
25	i-nu-ma be-lí i-na ša-lim-tim	When my lord is back
	it-tu-ra-am iḡi be-lí-ia	in good health, in front of my lord
	[te ₄ -ma]-a[m] ga-am-ra-am	I shall make a complete
	[a-ša-k]a-an	report.
	ù i-nu-ma ma-ás-ka-tim	But when he tells me
30	[i]-da-bu-ba-am mi-im-ma-a	nasty things, should
	[x x-k]i ² -il-šu a-na-k[u-ú]	I myself be anyhow his ...?

The letter was sent to Yasmah-Addu by Rišiya, the chief musician (*nargallum*) of the palace. This high official, who was also the confidant of the king, was in charge of both teaching and playing secular and cultic music. He appears to have been highly educated: he could read and write tablets (he himself wrote this tablet), he mastered court poetry and music, mainly in Sumerian, and he also knew mythology and wisdom literature. His musical culture did not rely on a written body of sources but on oral tradition, which seems to be typical of high intellectual education.³³

³² For *pursīd/tūm* “blood vessels, veins”, see Ziegler 2005.

³³ Ziegler 2007: 83-98.

The teaching of music was sometimes “public”, within the palace, and sometimes “private”, at the master’s place. This second option is described in our letter.

Rišiya explains to the king that he taught the art of music to the children of a man named Muḥaddum, who “abandoned” them to him (line 6, *iddēm*). This verb, *nadûm* “to throw, abandon”,³⁴ is meaningful: it stresses that not only did Rišiya give musical education to the children, but he also provided them with food and accommodation without any payment from Muḥaddum, which means that Rišiya behaved like a father. And in fact, he declares that he has “bound the blood in the veins” (lines 8-9) of the children. Ziegler rightly recognizes here a direct quotation of the epic *Enûma eliš*,³⁵ but it is also a reference to kinship deriving from common life and training course.

The use of *nadûm* seems to indicate that Muḥaddum voluntarily abandoned his children; had he drafted a contract with Rišiya, he would have used *nadānum* “to give”. The text is a letter and one may not dismiss the possibility that the two verbs are synonymous to the writer, namely Rišiya. Moreover, the alternation *nadûm/nadānum* occurs in a legal context, in § 33 of the Laws of Eshnunna:

šumma amtum usarrirma mārāša ana mārāt awīlim ittadin (text A) / ittadi (text B) inūma irtabū bēlšu immaršu iṣabbassuma itarrūšu

If a slave woman acts to defraud and gives her child to a woman of the *awīlum*-class, when he grows up should his master locate him, he shall seize him and take him away.³⁶

There are two versions of this provision which deals with the case of a female slave who secretly “gave” (*ittadin*) or “abandoned” (*ittadi*) her child to a free woman. But the variant is of no legal consequence because the mother acted against the rights of her master, who was probably also the biological father of the child. Thus, giving or abandoning the baby was illicit in both cases. The situation would have been different if the master had known and therefore accepted the handing over of the child because then, he would not have had the right to claim it.

Going back to our letter, the verb *nadûm* could mean that Muḥaddum did not pay the educational expenses for his children, entailing the relinquishment of his rights over them.

The comparison with the music and wet-nursing contracts quoted above suggests that the father who entrusted his son to a third party for training or feeding had to pay for such services if he wanted to keep legal authority over his child. Here, Muḥaddum probably failed to pay Rišiya for his work and for the expenses for food and accommodation. In doing so, he broke the legal relationship with his children, who were thus henceforth considered orphans.

Though he does not explicitly refer to adoption, Rišiya says that he educated these children (line 10 *urabbīšunuti*). The parallel with § 188 CH is pertinent, except that Rišiya did not “take” (*leqûm*) the children of Muḥaddum, which means that he did state their new affiliation by means of contract. He appears to consider himself as their adoptive father, at least *de facto* if not *de jure*.

³⁴ Durand 1993: 52 reads line 6 *eṭ-ṭe-em-ma*, “I have put under my protection”, from *ṭemum* “to look after, take care of”; Ziegler 2007: 138 prefers a form of *nadûm* “to throw, abandon”.

³⁵ Ziegler 2005.

³⁶ Roth 1997: 64.

But Muḥaddum wants to take his children back, at least the youngest one, who is probably still in training. He criticizes the music master, saying that he learned insanities to the students. According to Ziegler,³⁷ the accusation might be more serious and could be one of paedophilia and she presents two reasons for that: firstly, the word *bīšum* (line 6) has a moral connotation and could be a circumlocution for sexual abuses; and secondly, when Rišiya defends himself by declaring that he only performed music with the boy (lines 17-19), Muḥaddum's answer is scathing: "Do it with yourself", which could mean more or less "do alone what you dared to do to my son". The end of the answer is quite mysterious. The quotation is a direct accusation against the king and may contain a play on words or an allusion which escapes us; Rišiya insidiously refers to it in order to show how insolent Muḥaddum is.³⁸

We do not know the end of the story. The main concern of the letter is not to establish the rights of Rišiya to the children, but to defend his honour against what he considers a slander. For our purpose, what is interesting in this text is the depiction of the relationship between the teacher and his student in terms of blood ties, showing the strength of the educational function.

Babylonian jurists were pragmatic people: they observed the reality and tried to find the matching legal model. An apprentice leaves his family and goes to live at the master's place; he stays there (sometimes for many years) and behaves like a member of the household. He is part of the everyday life of the family and must obey the chief of the household. If his own father supports his education, he remains his son. But if the teacher is not paid, or if the apprentice is involved in a higher training, the original family ties are loosened and the child passes into the authority of the teacher. Therefore, when it comes to apprenticeship, it seems that adoption is a natural matter in certain conditions. The shift is evident in the law collections and in the letters, while the contracts refrain from expressing it.³⁹

Bibliography

- Albayrak, I. 2006. *Kültepe Tabletleri IV (Kt. o/k)*.
 Durand, J.-M. 1993. Le mythologème du combat entre le dieu de l'orage et la mer en Mésopotamie. *MARI* 7: 41-61.
 Geller, M. 2003. Music Lessons. Pp. 109-111 in G. Selz (ed.), *Festschrift für Burkhard Kienast zu seinem 70. Geburtstag*. Alter Orient und Altes Testament 274, Münster.
 Haase, R. 1959. Ist der § 200B der hethitischen Gesetze unvollständig überliefert? *ZA NF* 19: 193-199.

³⁷ Ziegler 2007: 134, 136.

³⁸ Ziegler 2007: 138.

³⁹ It might be of interest to notice that the proximity of adoption and apprenticeship was acknowledged by many legal cultures. To give just one example, in the mid-fourteenth century Swiss city of Fribourg, a man named Henri de Scharzenbourg entered the notary's office of Pierre Nonans as an apprentice and eventually became his heir and successor, on which occasion he changed his name into Henri Nonans de Schwarzenbourg. Many of the deeds he collected in the *Registrum Lombardorum* were apprenticeship contracts for various occupations (furrier, carpenter, draper), concluded for a period of three years and comprising the supply of food and clothes to the apprentice who lived at his master's place and had to serve and obey him. See L. Dorthe and K. Utz-Tremp, *Registrum Lombardorum. Le premier registre notarial des Archives de l'État de Fribourg (1356-1359)*, Bâle, 2016.

- Hackl, J. 2010. Apprenticeship Contracts. Pp. 700-725 in M. Jursa (ed.), *Aspects of the Economic History of Babylonia in the First Millennium BC*. AOAT 377, Münster.
- Hoffner, H.A. Jr. 1997. *The Laws of the Hittites. A Critical Edition*. Documenta et Monumenta Orientis Antiqui 23, Leiden.
- Janssen, C. 1992. Inanna-mansum et ses fils. Relation d'une succession turbulente dans les archives d'Ur-Utu. *RA* 86: 19-51.
- Kedar, S. 2014. Apprenticeship in the Neo-Babylonian Period: A Study of Bargaining Power. Pp. 537-546 in L. Marti (ed.), *La famille dans le Proche-Orient ancien: réalités, symbolismes et images, Proceedings of the 55th Rencontre Assyriologique Internationale, Paris, July 6-9, 2009*. Winona Lake.
- Larsen, M.T. 2002. *The Aššur-nādā Archive*. Old Assyrian Archives 1. PIHANS 96. Leiden.
- Lion, B. 2004. Les adoptions d'hommes à Nuzi (XIV^e s. av. J.-C.). *Revue historique de droit français et étranger* 82/4: 537-576.
- Petschow, H. 1980. Lehrverträge. *RIA* 6: 556-570.
- Roth, M.T. 1997. *Law Collections from Mesopotamia and Asia Minor*. Writings from the Ancient World – Society of Biblical Literature 6, Atlanta.
- San Nicolò, M. 1950. *Der neubabylonische Lehrvertrag in rechtsvergleichender Betrachtung*. SBAW 3, Munich.
- Schorr, M. 1968. *Urkunden des altbabylonischen Zivil- und Prozessrechts*. Vorderasiatische Bibliothek 5, Leipzig.
- Sjöberg, A. 1973. Der Vater und sein misratener Sohn. *JCS* 25: 105-169.
- Speiser, E.A. 1963. A Significant New Will from Nuzi. *JCS* 17: 65-71.
- Stone, E.C., and Owen, D.I. 1991. *Adoption in Old Babylonian Nippur and the Archive of Mannum-mešû-liššur*. Mesopotamian Civilization 3, Winona Lake.
- Szlechter, E. 1963. *Tablettes juridiques et administratives de la III^e dynastie d'Ur et de la I^{ère} dynastie de Babylone conservées au Musée de l'université de Manchester et à Cambridge au Musée Fitzwilliam, à l'Institut d'Études Orientales et à l'Institut d'Égyptologie*. Paris.
- Tanret, M. 2002. *Per aspera ad astra. L'apprentissage du cunéiforme à Sippar-Amnānum pendant la période paléobabylonienne tardive*. MHET III/I, 2, Gand.
- Veenhof, K.R. 2003. Fatherhood is a Matter of Opinion. An Old Babylonian Trial on Filiation and Service Duties. Pp. 313-332 in W. Sallaberger et al. (eds.), *Literatur, Politik und Recht in Mesopotamien. Festschrift für Claus Wilcke*. Orientalia Biblica et Christiana 14, Wiesbaden.
- Westbrook, R. 1993. The Adoption Laws of Codex Hammurabi. Pp. 195-204 in A. Rainey and M. Anbar (eds.), *Kinattūtu ša dārāti. Raphael Kutscher Memorial Volume*. Tel Aviv.
- Wunsch, C. 2003-2004. Findelkinder und Adoption nach neubabylonischen Quellen. *AfO* 50: 174-244.
- Ziegler, N. 2005. Les vaisseaux sanguins et Enūma eliš VI: 5. *Journal des Médecines Cunéiformes* 5: 4-5.
- . 2007. *Les musiciens et la musique d'après les archives de Mari*. Florilegium marianum 9. Mémoires de N.A.B.U. 10, Paris.
- . 2010. Teachers and Students. Conveying Musical Knowledge in the Kingdom of Mari. Pp. 119-133 in R. Pruzsinsky and D. Shehata (eds.), *Musiker und Tradierung. Studien zur Rolle von Musikern bei der Verschriftlichung und Tradierung von literarischen Werken*, Wiener Offene Orientalistik 8, Wien.