

FREIBURGER ALTORIENTALISCHE STUDIEN

HERAUSGEGEBEN VON
BURKHART KIENAST
UNTER MITWIRKUNG VON
MARK A. BRANDES UND HORST STEIBLE

BAND 17



FRANZ STEINER VERLAG WIESBADEN GMBH
STUTT GART 1989

PIOTR STEINKELLER

SALE DOCUMENTS OF THE UR-III-PERIOD

Seminar für Keilschriftforschung
der Universität Göttingen
- Bibliothek -
Inv.-Nr. s. k. 4031

Bf 8200

S
FAOS
17



FRANZ STEINER VERLAG WIESBADEN GMBH
STUTT GART 1989

CONTENTS

TABLES	vii
ABBREVIATIONS	ix
NOTE ON THE TRANSLITERATION	xiv
PREFACE	xv
PART I. INTRODUCTION AND SYSTEMATIC DISCUSSION	1
1. INTRODUCTION	3
1.1. Texts	3
1.2. Origin of the texts	4
1.3. Date of the texts	6
1.4. Language of the texts	6
1.5. Physical characteristics of the texts	7
2. FORMULARY OF UR III SALE DOCUMENTS	8
2.1. Operative section	11
2.2. Completion-of-price clause	30
2.3. Completion-of-transaction clause	32
2.4. giš-gana ... bala clause	34
2.5. Transfer clause	42
2.6. No-contest clause	44
2.7. Eviction clause	50
2.8. Warranty against delinquency	66
2.9. Warranty against flight	68
2.10. Oath	71
2.11. Guarantor	80
2.12. Weigher of silver	92
2.13. Authorizing official	97
2.14. Scribe	103
2.15. Witnesses	104
2.16. Location of the transaction	110
2.17. Date formula	110
2.18. Seal impressions	112
2.19. Typology of Ur III sale documents	116

CIP-Titelaufnahme der Deutschen Bibliothek
Sale documents of the Ur-III-period [Ur-three-period] / Piotr
 Steinkeller. - Stuttgart : Steiner-Verl. Wiesbaden, 1989
 (Freiburger altorientalische Studien ; Bd. 17)
 Zugl.: Chicago, Univ., Diss. P. Steinkeller, 1976
 ISBN 3-515-05327-1
 NE: Steinkeller, Piotr [Hrsg.]; GT

Jede Verwertung des Werkes außerhalb der Grenzen des Urheberrechtsgesetzes ist unzulässig und strafbar. Dies gilt insbesondere für Übersetzung, Nachdruck, Mikroverfilmung oder vergleichbare Verfahren sowie für die Speicherung in Datenverarbeitungsanlagen. © 1989 by Franz Steiner Verlag Wiesbaden GmbH, Sitz Stuttgart. Gedruckt mit Unterstützung der Deutschen Forschungsgemeinschaft.
 Druck: Druckerei Peter Proff, Starnberg.
 Printed in the Fed. Rep. of Germany

3. SOCIO-ECONOMIC ASPECTS OF THE UR III SALE	118
3.1. Sellers and buyers	118
3.2. Objects of sale	121
3.3. Prices	133
4. SALE TRANSACTION AND SALE DOCUMENT IN UR III TIMES	139
4.1. Introductory remarks	139
4.2. Ur III sale transaction	139
4.3. Ur III sale document	147
5. CONCLUSION	150
6. EXCURSUS: THE VERB sa ₁₀ AND THE NOUN (níg-)sám	153
6.1. Reading of the sign NÍNDA×ŠE	153
6.2. Meaning, origin, and usages of sa ₁₀	155
6.3. Meaning and origin of (níg-)sám	161
PART II. TEXTS	165
PART III. INDEXES AND CONCORDANCES	339
1. INDEXES	341
1.1. Personal names	341
1.2. Divine names	376
1.3. Geographical and topographical names	377
1.4. Words discussed	378
2. CONCORDANCES	389
2.1. Previously published texts	389
2.2. New texts	392
PART IV. PLATES	395

TABLES

Table 1	Development of the Operative Section (Fara – Ur III)	27
Table 2	Occupations of Sellers	118
Table 3	Occupations of Buyers	119
Table 4	Prices of Houses and House-Lots	134
Table 5	Prices of Orchards and Orchard-Lots.....	135
Table 6	Prices of Date Palms	135
Table 7	Prices of Humans - Males	135
Table 8	Prices of Humans - Females	136
Table 9	Prices of Humans - Sex Unknown	137
Table 10	Prices of Humans - Sold in Groups	137
Table 11	Prices of Cattle and Asses	138

ABBREVIATIONS

All abbreviations used are those of the *Assyrian Dictionary of the Oriental Institute of the University of Chicago* (Chicago, Oriental Institute, 1956–), with the following exceptions and additions:

AAS	see Grégoire, AAS
<i>Alalakh</i>	D. J. Wiseman, <i>The Alalakh Tablets</i> (London, 1953)
ARET	<i>Archivi reali di Ebla, Testi</i> (Rome)
Arnaud, <i>Emar</i>	D. Arnaud, <i>Recherches au pays d'Aštata: Emar VI</i> (Paris, 1985)
AS	Amar-Sin
AUAM	tablets in the collection of Horn Archaeological Museum, Andrews University
AUCT	<i>Andrews University Cuneiform Texts</i> (Berrien Springs, Michigan)
Bauer, <i>AWL</i>	J. Bauer, <i>Altsumerische Wirtschaftstexte aus Lagasch</i> , <i>Studia Pohl</i> 9 (Rome, 1972)
<i>Bibl. Mes.</i>	<i>Bibliotheca Mesopotamica</i> (Malibu, California)
Böhl Coll.	tablets in the F. M. T. Böhl Collection, Rijksmuseum van Oudheden, Leiden
Buccellati, <i>Amorites</i>	G. Buccellati, <i>The Amorites of the Ur III Period</i> , <i>Istituto Orientale di Napoli, Ricerche</i> 1 (Naples, 1966)
<i>Death in Mesopotamia</i>	<i>Death in Mesopotamia</i> , ed. by B. Alster, <i>Mesopotamia</i> 8 (Copenhagen, 1980)
Deimel, <i>Pantheon</i>	A. Deimel, <i>Pantheon babylonicum: Nomina deorum e textibus cuneiformibus . . . distributa</i> (Rome, 1914)
Diakonoff <i>AV</i>	<i>Societies and Languages of the Ancient Near East: Studies in Honour of I. M. Diakonoff</i> , ed. by M. A. Dandamayev et al. (Warminster, 1982)
Driver <i>AV</i>	<i>Hebrew and Semitic Studies Presented to Godfrey Rolles Driver</i> , ed. by D. W. Thomas and W. D. McHardy (Oxford, 1963)
ECTJ	see Westenholz, <i>ECTJ</i>
Edzard, <i>SRU</i>	D. O. Edzard, <i>Sumerische Rechtsurkunden des III. Jahrtausends aus der Zeit vor der III. Dynastie von Ur</i> , <i>Abhandlungen der Philosophisch-historischen Klasse der Bayerischen Akademie der Wissenschaften n.F.</i> 67 (Munich, 1968)

- Falkenstein, *NSGU* A. Falkenstein, *Die neusumerischen Gerichtsurkunden* 1-3, Abhandlungen der Philosophisch-historischen Klasse der Bayerischen Akademie der Wissenschaften n.F. 39, 40, 44 (Munich, 1956-57)
- FAOS *Freiburger Altorientalische Studien* (Wiesbaden)
- Forde *Nebraska* N. W. Forde, *Nebraska Cuneiform Texts of the Sumerian Ur III Dynasty* (Lawrence, Kansas, 1967)
- FT H. de Genouillac, *Fouilles de Telloh* 1-2 (Paris, 1934-36)
- Gelb *AV* *Approches to the Study of the Ancient Near East: A Volume of Studies Offered to Ignace Jay Gelb*, ed. by G. Buccellati (Rome, 1973) (= Or. NS 42/1-2)
- Gragg, *Infixes* G. B. Gragg, *Sumerian Dimensional Infixes*, *Alter Orient und Altes Testament*, Sonderreihe 5 (Neukirchen-Vluyn, 1973)
- Grégoire, *AAS* J.-P. Grégoire, *Archives administratives sumériennes* (Paris, 1970)
- "Gudea Statue B" E. de Sarzec, *Découvertes en Chaldée* 2 (Paris, 1884-1912), pls. VII-XV
- Heimpel, *Tierbilder* W. Heimpel, *Tierbilder in der sumerischen Literatur*, *Studia Pohl* 2 (Rome, 1968)
- "Hendursanga Hymn" lit. comp. ed. by D. O. Edzard and C. Wilcke in *Kramer Anniversary Volume*, ed. by B. L. Eichler, *Alter Orient und Altes Testament* 25 (Neukirchen-Vluyn, 1976), pp. 139-176
- "Instructions of Suruppak" lit. comp. ed. by B. Alster, *The Instructions of Suruppak: A Sumerian Proverb Collection*, *Mesopotamia* 2 (Copenhagen, 1974)
- IS Ibbi-Sin
- Ist. Mus. Adab tablets excavated at Adab, in the collections of the Archaeological Museum of Istanbul
- Ist. Mus. L. tablets excavated at Lagaš, in the collections of the Archaeological Museum of Istanbul
- JMEOS *Journal of the Manchester Egyptian and Oriental Society*
- Jones and Snyder, *SET* T. B. Jones and J. W. Snyder, *Sumerian Economic Texts from the Third Ur Dynasty* (Minneapolis, 1961)
- Kohler and Ungnad, *HAU* J. Kohler and A. Ungnad, *Hundert ausgewählte Rechtsurkunden aus der Spätzeit des babylonischen Schrifttums* (Leipzig, 1911)
- Limet, *Anthroponymie* H. Limet, *L'anthroponymie sumerienne dans les documents de la 3^e dynastie d'Ur*, Bibliothèque de la Faculté de Philosophie et Lettres de l'Université de Liège 180 (Paris, 1968)
- Limet, *TSDU* *Textes sumériens de la III^e dynastie d'Ur*, Documents du Proche-Orient, Épigraphie 1 (Brussels, 1973?)
- MEE *Materiali epigrafici di Ebla* (Naples)
- NATN D. I. Owen, *Neo-Sumerian Archival Texts Primarily from Nippur* (Winona Lake, Indiana, 1982)
- NFT G. Cros, *Nouvelles fouilles de Tello* (Paris, 1910)
- NRVN M. Çiğ and H. Kizilyay, *Neusumerische Rechts- und Verwaltungsurkunden aus Nippur* 1, *Türk tarih kurumu yayınlarından*, 6 seri, no. 7 (Ankara, 1965)
- NSGU see Falkenstein, *NSGU*
- OA *Oriens Antiquus*
- PDT M. Çiğ, H. Kizilyay, and A. Salonen, *Die Puzriš-Dagan-Texte der Istanbuler Archäologischen Museen*, *Annales Academiae Scientiarum Fennicae*, series B, vol. 92 (Helsinki, 1954)
- Petschow *MRWHS* H. Petschow, *Mittelbabylonische Rechts- und Wirtschaftsurkunden der Hilprecht-Sammlung Jena*, Abhandlungen der Philosophisch-historischen Klasse der Sächsischen Akademie der Wissenschaften zu Leipzig 64/4 (Berlin, 1974)
- Pinches, *BTBC* Th. G. Pinches, *The Babylonian Tablets of the Berens Collection*, *Asiatic Society Monographs* 16 (London, 1915)
- Porada *Corpus* E. Porada, *Corpus of Ancient Near Eastern Seals in North American Collections*, *The Bollingen Series* 14 (Washington D.C., 1948)
- Rasheed Himrin F. Rasheed, *The Ancient Inscriptions in Himrin Area*, *Himrin* 4 (Baghdad, 1981)
- RGTC *Répertoire géographique des textes cunéiformes* (Wiesbaden, 1974-)
- Š Šulgi
- SACT *Sumerian and Akkadian Cuneiform Texts in the Collection of the World Heritage Museum of the University of Illinois* (Urbana, Illinois)
- Sauren *N.Y. Public Library* *Les tablettes cunéiformes de l'époque d'Ur des collections de la New York Public Library*, Publications de l'Institut Orientaliste de Louvain 19 (Louvain-la-Neuve, 1978)

Sauren, <i>WUG</i>	H. Sauren, <i>Wirtschaftsurkunden aus der Zeit der III. Dynastie von Ur im Besitz des Musée d'Art et d'Histoire in Genf</i> , Istituto Orientale di Napoli, Ricerche 6 (Naples, 1969)	Westenholz, <i>ECTJ</i>	A. Westenholz, <i>Early Cuneiform Texts in Jena</i> , Det Kongelige Danske Videnskabernes Selskab Historisk-Filosofiske Skrifter 7/3 (Copenhagen, 1973)
<i>Seals and Sealing</i>	<i>Seals and Sealing in the Ancient Near East</i> , ed. by McG. Gibson and R. D. Biggs, Bibliotheca Mesopotamica 6 (Malibu, California, 1977)	<i>YNER</i>	<i>Yale Near Eastern Researches</i> (New Haven)
<i>SEL</i>	<i>Studi epigrafici e linguistici</i>		
Serota Coll.	former private collection, now in the holdings of the Oriental Institute, University of Chicago		
<i>Sigrist Syracuse</i>	M. Sigrist, <i>Textes économiques néo-sumériens de l'Université de Syracuse</i> , Études assyriologiques (Paris, 1983)		
<i>SMS</i>	<i>Syro-Mesopotamian Studies</i> (Malibu, California)		
<i>SS</i>	Šu-Sin		
<i>STTI</i>	V. Donbaz and B. R. Foster, <i>Sargonic Texts from Telloh in the Istanbul Archaeological Museums</i> , Occasional Publications of the Babylonian Fund 5 (Philadelphia, 1982)		
Szlechter, <i>TJA</i>	E. Szlechter, <i>Tablettes juridiques et administratives de la III^e dynastie d'Ur et de la I^{re} dynastie de Babylone</i> (Paris, 1963)		
Thomsen, <i>Sumerian</i>	M.-L. Thomsen, <i>The Sumerian Language: An Introduction to its History and Grammatical Structure</i> , Mesopotamia 10 (Copenhagen, 1984)		
<i>TMHC</i>	<i>Texte und Materialien der Frau Professor Hilprecht Collection of Babylonian Antiquities im Eigentum der Universität Jena</i> (Leipzig)		
<i>TSDU</i>	see Limet, <i>TSDU</i>		
<i>TSS</i>	R. Jestin, <i>Tablettes sumériennes de Šuruppak conservées du Musée de Stamboul</i> , Mémoires de l'Institut français d'archéologie de Stamboul 3 (Paris, 1937)		
<i>Unger AV</i>	<i>Beiträge zu Geschichte, Kultur und Religion des alten Orients: Im Memoriam E. Unger</i> , ed. by M. Lurker (Baden-Baden, 1971)		
"Ur-dun to Šulgi"	lit. comp. ed. by P. Michalowski, "The Royal Correspondence of Ur" (Ph.D. dissertation, Yale University, 1976), pp. 216–220		
<i>Volterra AV</i>	<i>Studi in onore di Edoardo Volterra</i> (Florence, 1969)		

Sumerian texts are transliterated with the use of "long values," for which see I. J. Gelb, *Or. NS 39* (1970):526-529; M. Civil, *Or. NS 42* (1973):33-34. "Überhängende Vokale" are not indicated (thus mu lugal, and not mu lugala). The numbering and marking of homophones is according to R. Borger, *Assyrisch-babylonische Zeichenliste*, AOAT 33, 33A (*Ergänzungsheft*) (Neukirchen-Vluyn, 1978, 1981), with the following exceptions: banda (Borger: bānda) = TUR; ir (Borger: ir₁₁) = NITAxKUR.

Akkadian texts dating to the Ur III and earlier periods are transliterated in accordance with the guidelines of Gelb, *MAD 1*, p. xii. In the transliterations of later Akkadian texts qualified polyphony is indicated.

The following symbols are employed in the transliteration:

[]	completely lost
[]	partially lost
< >	omitted by scribe
<< >>	pleonastically written by scribe
*	reconstructed form
/	alternate reading
(!)	sign abnormal in form, but must be read as transliterated
<	develops out of
>	develops into
X	unreadable sign
x	lost sign
. . .	lost sign(s), number uncertain
[()]	reconstruction uncertain
/ /	approximation to a graphemic transcription

This volume began as a dissertation of the same title, which was submitted to the University of Chicago in the fall of 1976. During the years 1977-78, and again in 1980, the manuscript was extensively revised, in preparation for the anticipated publication. However, the publication of the book was indefinitely delayed, partly because of the appearance in the meantime of an exhaustive study of the Ur III sale documents by Claus Wilcke (*Reallexikon der Assyriologie 5*, pp. 498-512). I had hoped at that time to rewrite the manuscript completely, changing its basic organization and greatly expanding the scope of discussion. This plan, however, proved to be unrealistic and had to be abandoned. Consequently, in winter of 1987 I decided to publish the 1980 version of the manuscript, with only minor changes and additions. Because of this some duplication and overlap with Wilcke's article could not be avoided; nor was it possible, for reasons of economy, to refer to that study *in extenso*. The reader is urged, therefore, to consult it when utilizing the present work.

In preparing this volume I have enjoyed the assistance of numerous individuals, without which this project would not have been completed. First and foremost, I am indebted to the late Ignace J. Gelb, who was instrumental in bringing me to the Oriental Institute as a graduate student and subsequently introduced me to the field of socio-economic studies. It was at his suggestion that I undertook the preparation of this work, and it was he who supervised its progress as the chairman of my dissertation committee. I am profoundly grateful to him for his support and personal concern which he expressed in so many ways during those years. Professor Gelb most generously made available to me his collections of unpublished materials, and gave me access to his files and library. The countless hours he spent with me discussing various aspects of this study were a rare privilege. His unique scholarship and insight, matched only by his kindness and infectious enthusiasm, will always remain for me a guide and a source of inspiration. I am deeply saddened that he did not live to see the fruition of this project.

I owe a debt of gratitude to Miguel Civil, Gene B. Gragg, and Johannes Renger, the other members of my dissertation committee, each of whom made many valuable suggestions at various stages of this work. I also gratefully acknowledge the instruction I received at the Oriental Institute from Robert McC. Adams, Robert D. Biggs, John A. Brinkman, Erica Reiner, and the late Michael B. Rowton, whose influence, I hope, is transparent in these pages.

Among the friends and colleagues who have read the manuscript at various times I am particularly obliged to Samuel Greengus, William L. Moran, and Klaas R. Veenhof.

The authorities of the following institutions have kindly given permission to publish or to collate material from their collections: British Museum, Horn Archaeological Museum of Andrews University, Iraq Museum, Istanbul Archaeological Museum, Museum of the University of Manchester, Oriental Institute of the University of Chicago, Princeton University Library, Staatliche Sammlung Ägyptischer Kunst, Munich, University Museum of the University of Pennsylvania, and Yale Babylonian Collection.

I am indebted to R. David Freedman, David I. Owen, Marcel Sigrist, and Robert M. Whiting for putting at my disposal copies, photographs, and transliterations of several unpublished tablets, and to Gertrud Farber for permitting me to publish her copy of ÄS 1313, an unpublished text in the collection of the Staatliche Sammlung Ägyptischer Kunst, Munich. My cordial thanks are due to William W. Hallo for permission to use material from the still unpublished manuscript of YOS 15.

Irving Finkel, Piotr Michalowski, Joachim Oelsner, David I. Owen, J. N. Postgate, Marcel Sigrist, Aage Westenholz, and Norman Yoffee were most helpful in providing collations, photographs, and information on numerous texts.

My wife, Magda, offered me support and encouragement throughout the duration of this project. Her presence has made everything much easier.

My final thanks go to Burkhard Kienast for agreeing to have this volume appear in the series *Freiburger Altorientalische Studien*, to Robert A. Di Vito for his invaluable assistance in editing the manuscript, and to David Baird for the expert computer composition. The preparation of the camera-ready copy was made possible through a generous grant from the Harvard Graduate Society Fund.

Cambridge, Mass.
October, 1987

PART I

INTRODUCTION AND SYSTEMATIC DISCUSSION

1. INTRODUCTION

This study is a philological edition of all extant Ur III sale documents, combined with a discussion of their form, content, and legal significance. Also considered are various socio-economic aspects of the Ur III sale, such as the status of sellers and buyers, types of property sold, and purchase prices. On a more general level this study attempts to define the nature of the Ur III sale as a legal phenomenon.

1.1. *Texts*

Under the category "Ur III sale documents" we include private legal documents from the period of the Third Dynasty of Ur, written in Sumerian or Akkadian, which record purchases of real property or chattels. To be considered a sale document the text must contain at least the following components: the object of sale, the purchase price, the names of the seller and the buyer, and a list of witnesses. The presence of other components (clauses) is optional. In a few instances (nos. 5, 14, 86, 100, 109) texts without a list of witnesses have also been utilized.

Scholars have long recognized the importance of Ur III sale documents for the understanding of the formal evolution of the cuneiform deed of sale and the proper evaluation of the early Mesopotamian sale. However, the paucity of published sale documents precluded any extensive study.¹ In 1922 M. San Nicolò knew of only nine Ur III sale documents,² whereas B. J. Siegel, writing twenty-five years later, stated in his study of Ur III slavery that "there are some seven slave contracts of sale dating from Ur III known to the author."³ The number of available texts grew steadily in the following years, so that in 1956 A. Falkenstein was able to list thirty-six slave sales, two house sales, and two orchard sales (for a total of forty texts) in his monumental study of Ur III

¹Some brief comments on Ur III sale documents were made by M. San Nicolò, *Die Schlussklauseln der altbabylonischen Kauf- und Tauschverträge: Ein Beitrag zur Geschichte des Barkaufes*, Münchener Beiträge zur Papyrusforschung und antiken Rechtsgeschichte 4 (Munich, 1922; 2nd improved edition, ed. by H. Petschow, Munich, 1974), pp. 36–37; B. J. Siegel, *Slavery during the Third Dynasty of Ur*, Memoir Series of the American Anthropological Association 66 (Menasha, Wisconsin, 1947), pp. 28–29; F. R. Kraus, *JCS* 3 (1949):98–107; I. Mendelsohn, *Slavery in the Ancient Near East* (New York, 1949), pp. 34–36; G. Boyer, *AHDO+RIDA* 2 (1953):50–53; A. Falkenstein, *NSGU* 1, pp. 122–124. Recently, however, an extensive survey of Ur III sale documents was offered by C. Wilcke, *RLA* 5, pp. 498–512.

²*Schlussklauseln*, pp. 36–37 and nn. 71, 74–75.

³*Slavery*, p. 28.

law.⁴ More recently, C. Wilcke identified ninety Ur III sale documents.⁵ The recent and forthcoming publications of new texts bring the total of currently known Ur III sale documents to 137. This figure, though not impressive by Old Babylonian or Neo-Babylonian standards, is quite respectable, and warrants the treatment of Ur III sale documents as a distinct genre of cuneiform legal texts.

The 137 texts studied here deal with the sale of real property and chattels. The types of real property are houses, house-lots, and orchards; chattels include humans (males, females, and children) and domestic animals (cattle and asses). Among the sales of humans, there are four self-sales (nos. 20, 82, 108, 127). The distribution of texts according to the object of sale is as follows:

Houses and house-lots: nos. 18, 22, 27, 29, 38, 57, 59, 62, 64, 73, 75, 84, 88*, 89, 92, 95, 96, 105, 111, 126.

Orchards: nos. 1, 21, 24, 26, 28, 36a and b, 76, 107, 113*, 125.

Humans: nos. 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 16, 17, 19, 20, 23, 25, 30, 33, 34, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 54, 58, 61, 65, 66, 67, 68, 69, 70, 71, 72, 77, 78, 79, 80, 81, 82, 85, 86, 87, 88, 90, 91, 93, 94, 94*, 94**, 94***, 97, 99, 100, 101, 102, 103, 104, 108, 109, 110, 112, 113, 114, 115, 116, 117, 117*, 118, 119, 120, 121, 122, 123, 124, 127.

Domestic animals: nos. 15, 31, 35, 37, 39, 40, 52, 56, 98, 128.

Unknown: nos. 8, 32, 53, 55, 60, 63, 66*, 66**, 66***, 74, 83, 106.

The corpus of 137 sale documents is supplemented by five other Ur III texts (S.1–5) which have a bearing on the question of the Ur III sale.

1.2. Origin of the texts

The provenience of an overwhelming majority of the sale documents (at least sixty-nine) is Nippur (nos. 1–66 plus nos. 66*, 66**, and 66***). Next in number are the texts from Umma (sixteen: nos. 89–100 plus nos. 88*, 94*, 94**, and 94***), followed by those from Lagaš (ten: nos. 77–86), Adab (eight: nos. 67–74), Ešnunna (two: nos. 75, 76), and Susa (two: nos. 87, 88). The origin of nineteen texts (nos. 112–128 plus nos. 113* and 117*) is unknown. Among these, nos. 112–116 and 113*, which belong to the SIA-a archive, may come from the town of Maškan-puša (see commentary to no. 112).

Three of the Nippur sale documents (nos. 14, 18, 35) were thought by their editors to have come from Lagaš due to the fact that these texts belong to the Lagaš collection of the Archaeological Museum in Istanbul.⁶ However, their Nippur origin is assured by various textual peculiarities (see the respective commentaries). It should be noted that these three texts were among the Lagaš tablets that remained unaccessioned for

⁴NSGU 1, p. 88 n. 4 and p. 122 nn. 5 and 7.

⁵RLA 5, p. 499. This figure includes five texts which Wilcke classifies as "Kaufpreis-Quittungen."

⁶M. Çiğ, H. Kizilyay, and Falkenstein, ZA 53 (1959):78 no. 19, 80 no. 20, 82 no. 21.

several decades,⁷ and thus it is possible that a number of tablets from other places found their way into this lot during that time. This supposition finds support in the fact that a small group of Lagaš texts, apparently stolen during the excavations, were brought to Istanbul through confiscation.⁸ Quite possibly, this group included also some Nippur tablets, among them the above three sale documents.

Texts nos. 44 and 46, though excavated at Nippur, bear month-names belonging to the so-called "Reichskalender," which was the official calendar of the Ur III state.⁹ Although this calendar is documented primarily at Ur, Puzriš-Dagan, and Ešnunna, there are indications that it was used extensively throughout the empire, especially in the newly founded settlements. Since no. 46 contains a note šag₄ [du₆-sa-bar]-ra, "in [Dusaba]ra," it was evidently written in Dusabara, which appears to have been a small settlement in the vicinity of Nippur.¹⁰ Text no. 42 may come from Dusabara, too, though its origin could as easily be some other Nippur neighbor that used the "Reichskalender," e.g., Puzriš-Dagan.

The "Reichskalender" month-names are used also in texts nos. 117*, 122, and 123 (and possibly also in nos. 117 and 119), whose findspots, unfortunately, are not known.

Seven of the sale documents allegedly excavated at Ur (nos. 67–72, 74) in reality come from Adab. This conclusion, suggested primarily by the content of the texts (authorization of the transaction by the governor of Adab, mention of various Adab officials, etc.), is confirmed by the existence of an identical sale document, no. 73, whose Adab provenience is beyond doubt.¹¹ The presence of this lot of Adab tablets at Ur is puzzling, but there is no way of ascertaining whether they were brought there in antiquity or in modern times.

The question as to why Nippur texts account for half of the surviving sale documents may be answered in two ways: either this particular distribution is due to the chance of discovery or the practice of preparing private legal documents was more common at Nippur than in other places in Ur III times. Given that of all cities represented in our corpus private quarters dating to Ur III times have been systematically excavated only at Nippur, the first answer must be favored. This is corroborated by the example of the SIA-a archive (nos. 66, 112–116, 113*), which provides a useful index of the number of sale documents that could be contained in an average private archive, even in an apparently insignificant locale.

⁷Çiğ and Kizilyay, *Unger AV*, p. 264.

⁸Kraus, *JCS* 1 (1947):106.

⁹See most recently R. M. Whiting, *ZA* 69 (1979):27–29.

¹⁰*Ibid.*, p. 16.

¹¹The text in question belongs to the J. F. Lewis Collection in the Free Library of Philadelphia, which contains a considerable number of Ur III Adab tablets. See D. I. Owen, *MVN* 3, p. 17.

1.3. Date of the texts

The date of the texts treated in this study is the period of the Third Dynasty of Ur (2112–2004 B.C.).¹² There are no texts extant from the reign of Ur-Nammu. The earliest texts are nos. 57 and no. 88*, stemming from Adab and Umma respectively. The first of them comes from the year Š 27; the latter dates to before Š 33. The latest text using an Ur III date is no. 109 (Ur), dating to IS 19.¹³ In addition, text no. 76, which comes from Ešnunna and uses a year formula of Nūr-aḫum I, appears to belong to the very end of Ibbi-Sin's reign or the very beginning of the Isin-Larsa period.

The majority of the texts date to the reign of Šu-Sin and the first six years of Ibbi-Sin's reign, thus in agreement with the general pattern of temporal distribution of Ur III legal and economic sources.¹⁴

1.4. Language of the texts

The language of an overwhelming majority of the sale documents is Sumerian; only four of them are written in Akkadian (nos. 113, 126, 127, 128). The quality of language is generally rather low. This is especially noticeable in instances where the scribe was confronted with the task of recording a clause or phrase which deviated from the usual formulary.¹⁵ The low level of scribal proficiency is also reflected in the frequent use of unorthographic spellings.

Unorthographic spellings are particularly common in Nippur sales and in private legal texts from Nippur, more generally. H. Sauren, who devoted a whole study to these unusual writings,¹⁶ has sought to see in them a reflection of the Akkadian ethnoses of the scribes.¹⁷ However, Sauren has overlooked one important point; namely, at Nippur such spellings occur only in private texts, no examples being found in official administrative records. The explanation of this phenomenon probably is that the two groups of texts were written by different scribes. The scribes who worked for the Nippur administration apparently were better trained than those of their colleagues who catered to private

¹²All absolute dates utilized in this study follow the tables of J. A. Brinkman, included as an appendix to A. L. Oppenheim, *Ancient Mesopotamia: Portrait of a Dead Civilization*, rev. ed. completed by E. Reiner (Chicago, 1977), pp. 335–348.

¹³The year formulae of Šulgi are numbered in accordance with a reign of forty-eight years, while those of Ibbi-Sin (after IS 4) follow the arrangement proposed by E. Sollberger, *AfO* 17 (1954–56):38–45; *RLA* 3, pp. 4–7. The sequence IS 1–6 has now been conclusively established by the text *UET* 9 1370. See D. Loding, *UET* 9, p. 84.

¹⁴See, e.g., the temporal distribution of court records, as given by Falkenstein, *NSGU* 1, pp. 3–4.

¹⁵See, e.g., the clauses recorded in nos. 44:7–8 and 45:8–10.

¹⁶“Untersuchungen zur Schrift- und Lautlehre der neusumerischen Urkunden aus Nippur,” *ZA* 59 (1969):11–64.

¹⁷*Ibid.*, pp. 61–64.

individuals. Thus, the poor quality of the language of private documents, rather than saying anything of the scribes' native language, probably reflects simply their deficient schooling.

1.5. Physical characteristics of the texts

Although it is impossible to identify a set of physical characteristics shared by all sale documents, there is nevertheless a number of features that are common to the majority of these texts. The “typical” sale document is usually slender, its width representing half of its height. More often than not, the tablet is lined. On the reverse of the tablet a free space is often left between the list of witnesses and the date formula for sealing(s).

Envelopes survive only in twelve instances (nos. 10, 17, 48, 65, 78, 89, 102, 106, 121, 122, 125, 128), but the number of documents originally provided with envelopes was probably much higher. Sale documents are regularly sealed. It appears that if the tablet had an envelope, only the envelope was sealed; conversely, if only the tablet was prepared, the seal was impressed on the tablet.¹⁸ Seals were rolled either over the surface of the whole tablet/envelope or only in the free space between the list of witnesses and the date formula.

The only document which has a radically different form is the Nippur text no. 62, which is recorded on a clay cone. For a discussion of its form and function, see the commentary to no. 62.

In one instance two copies of the same sale document are extant (no. 88*); in another case, in addition to the sale document, survives what appears to be its discarded draft (no. 93).

A completely unique case is represented by the Nippur sale document no. 36a, where the declaration of the guarantor, instead of being part of the sale document, is recorded in a separate tablet (no. 36b).

¹⁸See also 2.18.1.

2. FORMULARY OF UR III SALE DOCUMENTS

The objective of this chapter to analyze the form and content of Ur III sale documents. This will involve the identification of component parts (clauses) of the sale document and the study of their meaning and legal significance. We shall also attempt to define the place of the Ur III sale document in the history of cuneiform deeds of sale. In this we will draw extensively on comparative material from other periods. As the question of the ancestry of the Ur III sale document is of special importance here, more attention will be paid to the earlier (Fara through Sargonic) than to the later sources (basically Old Babylonian).

As noted earlier, save for Wilcke's survey,¹⁹ no comprehensive study of the Ur III sale documents has been undertaken before. In sharp contrast, sale documents dating to the Old Babylonian and later periods have attracted over the years a great deal of scholarly attention. This interest has resulted in a vast literature, characterized by a consistently high standard of methodology and sound results.²⁰ It is natural, therefore,

¹⁹RLA 5, pp. 498–512.

²⁰The most comprehensive treatment of Old Babylonian sale documents to-date is M. San Nicolò's *Schlussklauseln*. For a general discussion of this genre, see also M. Schorr, VAB 5, pp. 111–121. The following studies discuss either local types or particular clauses of Old Babylonian sale documents: F. R. Kraus, JCS 3 (1949):89–117 (Isin); *idem*, WO 2 (1954–59):120–125 (Ur); L. Matouš, "Les contrats de vente d'immeubles provenant de Larsa," *ArOr* 18/4 (1950):11–67; M. Rutten, RA 52 (1958):209–210 (Kis?); S. D. Simmons, JCS 13 (1959):88–92 (Tell Harmal); Wilcke, "Zu spätaltbabylonischen Kaufverträgen aus Nordbabylonien," WO 8 (1976):254–285; B. Kienast, *Die altbabylonischen Briefe und Urkunden aus Kisurra* 1 (Wiesbaden, 1978), pp. 104–109; G. Boyer, ARMT 8, pp. 183–198 (Mari); J. Muffs, *Studies in the Aramaic Legal Papyri from Elephantine*, *Studia et documenta* 8 (Leiden, 1969), pp. 63–141 (*libbašu šab* clause); D. O. Edzard, "Die *bukannum*-Formel der altbabylonischen Kaufverträge und ihre sumerische Entsprechung," ZA 60 (1969):8–53; M. Malul, "The *bukannum*-Clause—Relinquishment of Rights by Previous Right Holder," ZA 75 (1985):66–77; Wilcke, "Zur Deutung der SI.BI-Klausel in den spätaltbabylonischen Kaufverträgen aus Nordbabylonien," WO 9 (1978):206–212. For Old Assyrian sales, see Kienast, *Das altassyrische Kaufvertragsrecht* (Wiesbaden, 1984). For Middle Assyrian sales, see P. Koschaker, *Neue keilschriftliche Rechtsurkunden aus der El-Amarna-Zeit*, *Abhandlungen der Philologisch-historischen Klasse der Sächsischen Akademie der Wissenschaften* 39/5 (Leipzig, 1928), pp. 27–36; G. Cardascia, RLA 5, pp. 514–520. For Neo-Assyrian sales, see C. H. W. Johns, ADD 3, pp. 288–546; J. N. Postgate, *Fifty Neo-Assyrian Legal Documents* (Warminster, 1976), pp. 11–32; Wilcke, "Zur Stilisierung der neuassyrischen Kaufverträge," RA 71 (1977): 180–181; H. P. H. Petschow, RLA 5, pp. 520–528. For Neo-Babylonian and Seleucid sales, see Petschow, *Die neubabylonischen Kaufformulare*

that an investigation of Ur III sale documents should follow, both in method and textual interpretation, in the footsteps of these works.

A chief objective of existing studies of cuneiform sale documents has been to analyze their structures and to identify the underlying formal patterns. By identifying such patterns and then by comparing them, it becomes possible to discern genetic relationships and differences among the texts coming from different places and periods. While such an undertaking is comparatively easy for Old Babylonian and later sale documents because of their highly standardized and predictable form, the same task presents formidable difficulties when attempted for the Ur III material. In contrast to their later counterparts, Ur III sale documents display a considerable degree of irregularity in their composition. They employ a large number of clauses, some of which are attested only in one or two texts. Furthermore, the order of clauses in the text is subject to great variation. Even texts stemming from the same place show substantial differences in their structure and formulary. For these reasons it is not possible to identify a single pattern which can serve as a model for all the texts and would at the same time comprise all the extant clauses. It is equally difficult to identify any local or regional patterns. The only way in which the structure of Ur III sale documents can be summarized is by giving a complete listing of the extant clauses in the approximate sequence found in the texts. Thereby the following outline is obtained:

- (1) Operative section (object of sale, term for price, amount, seller, buyer, and verb or verbs)
- (2) Completion-of-price clause
 - (a) The construction *kug-bi šu-a . . . si-(g)*
 - (b) The construction *kug-ta . . . til*
 - (c) The construction *níg-sám . . . til*
 - (d) The construction *kug-ta . . . è*
- (3) Completion-of-transaction clause
 - (a) The construction *inim-bi . . . til*
 - (b) The construction *inim-bi . . . dug₄*
- (4) *giš-gana . . . bala* clause (only in sales of humans and animals)
- (5) Transfer clause
- (6) No-contest clause
 - (a) The verb *gi₄*

(Leipzig, 1939). For Alalakh and Ugarit sales, see Kienast, RLA 5, pp. 530–541. The Fara through Sargonic sale documents were treated by Edzard, *Sumerische Rechtsurkunden des III. Jahrtausends aus der Zeit vor der III. Dynastie von Ur*, *Abhandlungen der Philosophisch-historischen Klasse der Bayerischen Akademie der Wissenschaften* n.F. 67 (Munich, 1968); J. Kreher, ZA 63 (1974):150–193; *idem*, RLA 5, pp. 490–498; I. J. Gelb, P. Steinkeller, and R. M. Whiting, *Earliest Land Tenure Systems in the Ancient Near East*, OIP 104 (Chicago, 1988 — in press) (henceforth abbreviated as ELTS).

- (b) The verb *bala*
- (c) The construction *inim . . . kúr*
- (d) The verb *inim . . . gar*
- (7) Eviction clause
 - (a) The verb *dù*
 - (b) The verb *inim . . . gar*
 - (c) The verb *inim . . . gi-(n)*
 - (d) The construction *arugimānē rašû / ní . . . tuku*
 - (e) Title warranty
- (8) Warranty against delinquency (only in sales of humans)
- (9) Warranty against flight (only in sales of humans)
- (10) Oath
- (11) Guarantor
- (12) Weigher of silver
- (13) Authorizing official
- (14) Scribe
- (15) Witnesses
- (16) Location of the transaction
- (17) Date formula
- (18) Seal impressions

Within this outline four basic sections may be distinguished: (a) completed aspects of the transaction—the purchase of the object of sale by the buyer, the receipt of the purchase price by the seller, and the transfer of the object of sale to the buyer (1–5); (b) future obligations of the parties to the transaction and the guarantor, assumed under oath (6–10); (c) additional participants of the transaction (11–15); (d) miscellaneous (16–18).

It should be stressed that the above scheme is merely a “working model,” by no means representative of all the texts treated here. Of the clauses/parts included in it, only (1) *Operative section*, (15) *Witnesses*, (17) *Date formula*, and probably also (18) *Seal impressions*, appear regularly and can therefore be considered standard components of the sale document. Among the remaining clauses only (6) *No-contest clause* is attested in a considerable number of texts (52); all other clauses are represented by less than twenty examples each.

An additional difficulty presents itself in the case of (11) *Guarantor*, (12) *Weigher of silver*, (13) *Authorizing official*, and (14) *Scribe*. Since in some instances these four parties are listed separately from the rest of the text, it seemed justified to treat them as independent clauses. It is notable, however, that in other texts the same parties are included among the witnesses.

In the following pages we offer a discussion of the individual clauses, in the same sequence as they appear in the above scheme. Also considered is the question of the existence of local “types” of Ur III sale documents.

2.1. *Operative section*

The operative section²¹ is the main part of the sale document. It states that object x has been purchased by the buyer from the seller, or sold by the seller to the buyer, and that price y has been paid. Its regular components are: the object of sale; the term for price; the amount and nature of the price; the names of the seller and the buyer; and one or two predicates, depending on whether the operative section is composed of one or two parts.

The texts in the present corpus use five different types of operative section, classified here as Types A through E.

2.1.1. *Type A*

(1)	Object of Sale	Object x,
(2)	Term for Price	for its price,
(3)	Amount(-šè)	amount y,
(4)	Seller(-šè/-ra/-a) / ki Seller(-ta)	from the seller
(5)	Buyer(-e)	the buyer
(6)	Term for “to buy”	bought.

Two variants of the above structure are also attested, which can be termed Type A₁ and Type A₂, respectively:

Type A₁

(1)	Object of Sale	Object x,
(2)	Property of Seller(-kam)	the property of the seller,
(3)	Amount(-šè)	for amount y
(4)	Buyer(-e)	the buyer
(5)	Term for “to buy”	bought.

Type A₂

(1)	Object of Sale	Object x;
(2)	Amount	amount y
(3)	sám Object of Sale	(is) the price of object x;
(4)	Amount	amount z
(5)	níg-ba Object of Sale	(is) the gift for the object x;
(6)	Buyer-e	the buyer
(7)	Seller-šè	from the seller
(8)	Object of Sale	object x

²¹The term “operative section” was coined by R. Yaron, *JSS* 2 (1957):33, in reference to Aramaic legal texts. It was subsequently applied by Muffs, *Studies*, p. 17, to the study of Old Babylonian sale documents, and by Postgate, *Legal Documents*, p. 13, to the Neo-Assyrian material.

(9) Term for "to buy" bought.

2.1.1.1. Occurrences

The operative section of Type A (including Types A₁ and A₂) is found in the overwhelming majority of the texts. Out of the total of 137 texts, 106 use this operative section. For this reason, Type A can be considered the standard operative section of the Ur III sale document.

Type A is employed above all in the sale documents from Nippur. Out of the total of sixty-nine Nippur texts, at least fifty-six have this operative section (nos. 1–4, 9–13, 15, 18, 19, 21–34, 36–47, 49–66). Type A is found also in eight texts from Ur (nos. 102, 103, 104, 105, 106, 108 [self-sale], 110, 111), eleven from Umma (nos. 92, 93, 94, 94*, 94**, 94***, 95, 96, 97, 98, 99), five from Lagaš (nos. 81, 82 [self-sale], 83, 84, 86), two from Ešnunna (nos. 75, 76), one from Susa (no. 87), and in twelve texts of unknown origin (nos. 114, 116, 117, 117*, 118, 119, 120, 121, 123, 124, 125, 126). Text no. 126 is written in Akkadian. It is notable that Type A is not attested in texts from Adab, which consistently use Type A₁.

The temporal distribution of Type A is from Š 36 (no. 1) to the first(?) regnal year of Nūr-aḥum I of Ešnunna, roughly corresponding to the end of Ibbi-Sin's reign (no. 76).

Type A₁ is attested in seven texts from Adab (nos. 67, 68, 69, 70, 71, 72, 73) and two texts from Umma (nos. 90, 100). Most probably, the same operative section was also used in no. 74, a partially preserved text of Adab origin.

The earliest text using the operative section of Type A₁ comes from the year Š 29 (no. 67), and the latest, from the year ŠS 5 (no. 73).

The only text using the operative section of Type A₂ is the Umma house-sale no. 88*, which dates before Š 33.

2.1.1.2. Order of component parts

The order in which the component parts of Type A are arranged has the following distribution:

1 - 2 - 3 - 4 - 5 - 6:	nos. 2, 10, 15, 22, 24, 25, 26, 28, 30, 31, 32, 36a, 42, 44, 45, 49, 50, 51, 52, 58, 59, 63, 75, 76, 87, 92, 93, 94, 94*, 94***, 97, 114, 116, 119, 120, 121, 124, 126.
1 - 2 - 3 - 5 - 4 - 6:	nos. 9, 12, 18, 19, 21, 27, 29, 33, 37, 40, 41, 43, 47, 54, 55, 62, 64, 84, 96, 111, 125.
1 - 2 - 3 - (4) - (5) - 6:	nos. 2, 4, 13.
1 - 3 - 2 - 4 - 5 - 6:	nos. 65, 94*, 117*.
1 - 3 - 2 - 5 - 4 - 6:	no. 81.
1 - 3 - 2 - (4) - (5) - 6:	no. 104.
3 - 2 - 1 - 4 - 5 - 6:	no. 117.
1 - 3 - 4 - 5 - 6:	nos. 1, 11, 57, 66, 86, 95, 99, 105, 110, 123.

1 - 3 - 5 - 4 - 6:	nos. 98, 102, 103, 118.
1 - 3 - (4) - (5) - 6:	no. 56.
1 - 2 - 3 - (4) - []:	no. 38
3 - 2 - 1 - 5 - 6:	no. 82 - self-sale.
1 - 5 - 6:	no. 108 - self-sale.
1 - 2 - 3 - []:	nos. 23, 34, 39.
[] - 4 - 5 - 6:	no. 53.
[] - 4 - 6:	no. 83.
1 - []:	no. 61.
[] - 6:	no. 106.
[]:	no. 60.

Note: The parenthetical notation - (4) - (5) - signifies that the order of these parts cannot be determined.

Among the texts in which parts 4 and 5 are preserved, 54 documents put the name of the seller before the name of the buyer; in 26 instances, the order is reversed.

All nine texts which use the operative section of Type A₁ (nos. 67, 68, 69, 70, 71, 72, 73, 90, 100) display the regular order of component parts (1 - 2 - 3 - 4 - 5).

2.1.1.3. Component parts

Object of Sale

For descriptions of the object of sale, see 3.2.

Term for Price

The majority of the texts use here the noun (níg-)sám (Akk. *šimū*), "price." Occasionally, (níg-)sám is combined with the verbal adjective til-la (Akk. *gamru*), "completed, full." For the discussion of (níg-)sám, see 6.1 and 6.3. When the object of sale belongs to the class of persons, (níg-)sám is generally followed by the pronominal suffix /-ani/, "his, her," or /-anene/, "their":

níg-sám-ma-ni:	nos. 3, 4, 9?, 12, 33?, 41, 50, 54, 114.
níg-sám(wr. ÁG)-ma-ni:	no. 45.
níg-sám-a-ni:	no. 47.
níg-sám ^{am} -ma-ni:	nos. 2, 34, 49.
níg-sám-ni:	nos. 30, 51.
níg-sám-ma-ga-ni /nig-sam-ak-ani/:	nos. 25, 42.
sám-ma-ni:	nos. 58, 120.
níg-sám ^{am} til-a-ni-šè:	no. 81.
sám t[il-la-ni-šè]:	no. 104.
sám ti-la-ni-šè:	no. 117*.
sám ^{am} til-la-ni-šè:	no. 94*.
níg-sám-ma-ne-ne /nig-sam-anene/:	no. 97.

níg-sám-ma-ka-ne-ne /nig-sam-ak-anene/: no.13.

In the texts dealing with the sale of immovables and animals (i.e., nouns of the class of objects), the noun (níg-)sám usually has the pronominal suffix -bi, "its." In some instances, however, -bi is used in reference to persons:

níg-sám-bi: (when referring to immovables or animals) nos. 18, 21, 29, 32, 36a, 38, 39, 52, 59?, 76; (when referring to persons) 23, 46, 116.

níg-sám^{am}-bi: (when referring to immovables or animals) nos. 15, 22, 24, 26, 27, 37, 40; (when referring to persons) 10.

sám-bi: nos. 31 (animal), 87 (person), 62 (immovables), 119 (person).

níg-sám^{am} til-la-bi: no. 84 (immovables).

sám til-la-bi-šè: no. 65 (several persons).

In several instances (níg-)sám occurs without any pronominal suffix:

níg-sám: nos. 17, 19, 124.

níg-sám(wr. ÁG)^{am}-e: no. 43. This form is unique. Is -e to be analyzed as a demonstrative, "this"?

sám: nos. 75, 88* (sám Object of Sale).

níg-sám^{am} til-la: no. 82.

sám til-[la]: no. 117.

SÁM.GAR (= NÍG.SÁM?): no. 126.

In several texts the noun (níg-)sám is replaced by kug(-bi) or kug-babbar-bi, "(its) silver/money":

kug-bi: nos. 28, 64, 92, 93 (person), 96, 111.

kug: nos. 94, 94**, 94***, 121, 125.

kug-babbar-bi: no. 44.

The noun (níg-)sám is occasionally combined with kug or kug-babbar in two types of genitival syntagms: kug(-babbar) (níg-)sám-ma-ni, "silver of his price," and kug(-babbar) (níg-)sám-ma-ka-ni, "his silver of the price":

kug níg-sám(wr. ÁG)-ma-ni: no. 45.

kug sám-bi: no. 119 (person).

kug-babbar níg-sám-bi: no. 76.

kug-babbar sám-bi: no. 31.

[ku]g-babbar sám-ma-ni: no. 120.

kug-babbar níg-sám-ma-ga-ni /nig-sam-ak-ani/: no. 25.

[ní]g-sám-ma-ga-ni Amount kug-babbar: no. 42.

níg-sám-ma-ka-ne-ne /nig-sam-ak-anene/ Amount še: no. 13.

In one text (no. 65), which deals with the sale of several persons, one finds a hybrid construction which combines both kug-bi and sám-bi: kug-bi Amount sám til-la-bi-šè, "for amount x of their silver, their complete price."

Text no. 88*, which uses the operative section of Type A₂, has: sám Object of Sale, "(amount y is) the price of object x." The same document also uniquely lists a gift: níg-ba Object of Sale, "(commodities z are) the gift for object x."

Amount

The standard form of this part is: x gín / ma-na kug-babbar (no. 38 reads kug, and nos. 39, 94, and 94*, kug-bar₆-bar₆). In seven texts (nos. 9, 13, 47, 69, 98, 117, 118), the payment was made in barley, and in one document (no. 32), the price consisted of an animal: 1 áb. In forty-seven instances, the amount (or the term of price, if it follows the amount) is followed by the directive postposition -šè, "for (its price), amount x" (nos. 1, 9, 11, 12, 17, 18, 24, 32, 33, 34, 38, 40, 48, 56, 57, 59, 62, 65, 67, 68, 69, 70, 71, 72, 73, 81, 84, 86, 90, 94*, 94**, 94***, 95, 97, 98, 99, 100, 102, 103, 104, 105, 110, 117*, 118, 121, 123, 125), and in one case (no. 13), by the copula -àm, "(its price) is amount x." The remaining texts, accounting for the majority (51?) of attestations, do not show any suffix following the amount (or the term for price) (nos. 2?, 3, 4?, 10, 15, 16, 19, 21?, 22, 23?, 25, 26, 27, 28, 29?, 30?, 31, 37, 39, 41, 42, 43, 44, 45, 46, 47, 49, 50, 51?, 52, 54, 55, 58, 63?, 64, 75, 76, 82, 87?, 92, 93, 94, 96, 111?, 114, 116, 117, 119, 120, 124, 126). I have consistently interpreted the latter examples as representing the construction "(its price) is amount x." It is possible, however, that at least some of them are defective spellings of the construction "for (its price), amount."

Seller

In the construction with the verb sa₁₀ the expected case after the name of the seller is the directive -šè. Pre-Sargonic and Sargonic texts regularly use -šè in this position, but in Ur III times the directive can be replaced by the dative suffix -ra or the locative-dative suffix -a or the construction ki . . . -(ak)-ta, "from" (for the syntax of sa₁₀, see 6.2). Among the texts using operative sections of Types A, A₁, and A₂ the suffix -ra is used in the majority (25) of cases (nos. 3, 9, 10, 15, 22, 24, 26, 29, 41, 47, 49, 50, 52, 53, 55, 59, 62, 63, 66, 81, 83, 84?, 85, 97, 118), while the directive -šè occurs only eighteen times (nos. 1, 11, 27?, 57, 88*, 92, 94, 94*, 94**, 94***, 95, 96, 98, 99, 102, 117, 121, 125). The locative-dative -a is attested in six texts (nos. 12, 40, 64, 86, 93, 103). In fifteen instances the name of the seller is construed with ki . . . -(ak)-ta (nos. 25, 28, 31, 42, 44, 46, 75, 76, [omits -ta], 87, 114, 116, 117*, 119, 120, 123), while no. 126, which is written in Akkadian, has the preposition *itti* (written *i-ti*), "from." In texts nos. 10, 11, and 66, stemming from Nippur, the seller is described as lugal-a-ni, "his/her (i.e., of the sold person) owner."

Buyer

The agentive suffix -e after the name of the buyer is noted in forty-five instances (nos. 1, 3, 9, 10, 12, 15, 18, 21, 22, 27, 29, 32, 36a, 37, 40, 41, 42, 44, 46, 47, 49, 52, 53?, 54, 55, 57, 58, 63, 68, 82, 84, 86, 93, 94, 95, 96, 97, 98, 99, 100, 103, 110, 111, 117, 123).

Term for "to buy"

The verb used is sa₁₀ or its Akkadian equivalent *šāmu*. For sa₁₀, see 6.1 and 6.2.

Forms of sa₁₀

in-ši-sa₁₀ /i-n-ši(-n)-sa/: "he bought (it) from him": nos. 1, 2, 3, 4?, 9, 10, 11, 12, 13, 15, 19, 24, 26, 28, 30, 31, 33?, 40, 41, 42, 43, 47, 49, 50, 51, 52, 53, 55, 58, 62, 63, 66, 67, 68, 69, 70, 71, 72, 73, 81, 82, 83, 84, 86, 87, 90, 92, 94*, 94**, 94***, 95, 96, 97, 98, 99, 103, 104, 110, 111, 114, 116, 117, 119, 120, 121, 124, 125.

[i]n-si-sà: no. 56.

in-ši-sa₆: no. 106.

in-s[i]-sa₁₀: no. 25.

[i]n-ši-in-sa₁₀: no. 118.

in-ši-in-sà: no. 65.

in-si-in-sà: no. 44.

ì-ši-sa₁₀: nos. 93, 94.

in-sa₁₀: nos. 46, 76, 100, 108.

in-sa₆: no. 75.

ì-sa₁₀: no. 64.

ba-an-ši-sa₁₀ /ba-n-ši(-n)-sa/ "(he) was bought by him from them": no. 102.

in-ne-ši-sa₁₀ /i-ene-ši(-n)-sa/, "he bought (it) from them": nos. 17, 18, 21, 22, 27, 29, 32, 37, 59, 88*.

in-ne-ši-sà: nos. 36a, 45.

in-ne-ši-in-sa₁₀: no. 105.

in-ši-sa₁₀-áš /i-n-ši(-n)-sa-eš/, "they bought (it) from him": no. 57.

Forms of šāmu

i-ša-am /išām/, "he bought (it)": no. 126.

2.1.2. *Type B*

(1)	Object of Sale	Object x,
(2)	Term for Price	for its price,
(3)	Amount(-šè)	amount y,
(4)	Seller(-e)	the seller
(5)	Buyer(-ra/-a)	to the buyer

(6) Term for "to give" gave (i.e., sold).

2.1.2.1. *Occurrences*

Four texts from Nippur (nos. 6, 14, 17, 35), one text from Umma (no. 91), and one self-sale document of unknown provenience (no. 127) employ the operative section of Type B, which is one of the two types styled *ex latere venditoris* (the other type is D). Text no. 127 is written in Akkadian. The temporal distribution of Type B is from Š 40 (no. 91) to IS 6 (no. 127).

2.1.2.2. *Order of component parts*

[1] - 2 - 3 - 4 - 5 - 6:	no. 6.
1 - 2 - 3 - 5 - 4 - 6:	no. 17.
1 - 3 - 2 - 5 - 4 - 6:	no. 14.
1 - 3 - 4 - 5 - 6:	no. 91.
1 - 3 - (4) - (5) - 6:	no. 35.
1 - 2 - 3 - 5 - 6:	no. 127.

2.1.2.3. *Component parts**Object of Sale*

For descriptions of the object of sale, see 3.2.

Term for Price

níg-sám-ma-ni: no. 6.

níg-sám(wr. GAZ)-ma-ka-n[i(-šè)]: no. 14.

níg-sám: no. 17.

KUG.BABBAR SÁM.MA.NI: no. 127.

Amount

x gín kug-babbar-šè: nos. 6, 17, 35, 91 (reads kug-bar₆-bar₆).

x gín kug-babbar: nos. 14, 127.

Seller

The agentive case -e is noted in nos. 6 and 14.

Buyer

The dative suffix -ra is attested in nos. 6, 14, and 91. No. 17 uses the locative-dative suffix -a. The self-sale document no. 127 has the preposition *ana* (wr. *a-na*).

Term for "to give"

The verb used is *sum* or *nadānu*.

in-na-sum /i-na(-n)-sum/, "he gave (i.e., sold) (it) to him": nos. 6, 14, 91.

[in-n]a-an-sum /i-na-n-sum/: no. 35.

in-na-sum-mu-da /i-na(-n)-sum-ed-a/, “they(!) will give (him) to him”: no. 17 (tablet).
 ga-ga-za [a]-na SÁM i-ti-in /qaqqassa ana šimē iddin/, “she sold herself”: no. 127.

2.1.3. Type C

(1)	Object of Sale	Object x;
(2)	Term for Price(-šè)	as its price,
(3)	Amount	amount y
(4)	Buyer(-e)	the buyer
(5)	Seller(-ra)	to the seller
(6)	Term for “to weigh out” or “to give”	weighed out / gave.

2.1.3.1. Occurrences

The operative section of Type C is attested in four texts from Nippur (nos. 5, 7, 8, 16), in one text from Lagaš (no. 77), and in one text from Ur (no. 101). The earliest text using this operative section is dated to Š 46 (no. 5), whereas the latest comes from the year ŠS 4 (no. 77). Three of the Nippur texts (nos. 5, 7, 8) belong to the archive of Lugal-engardug, the majordomo of the temple household of Inanna.

2.1.3.2. Order of component parts

1 - 2 - 3 - 4 - 5 - 6:	nos. 5, 16.
1 - 2 - 3 - 5 - 4 - 6:	no. 7.
1 - 4 - 5 - 3 - 2 - 6:	no. 101.
3 - 2 - 1 - 4 - 5 - 6:	no. 77.
[] - 5 - 4 - 6:	no. 8.

2.1.3.3. Component parts

Object of Sale

For descriptions of the object of sale, see 3.2.

Term for Price

níg-sám-ma-ni: nos. 5, 7, 16.

níg-sám til-la: no. 77.

sám^{am} til-la-ni-šè: no. 101.

Amount

x gín kug-babbar: nos. 5, 7, 16 (omits kug-babbar), 101.

Buyer

The agentive suffix -e after the name of the buyer is noted in nos. 5, 7?, 8, and 101.

Seller

The dative suffix -ra after the name of the seller is attested in nos. 8 and 77.

Term for “to weigh out” or “to give”

The verb is lal or sum.

ì-[n]a-[lal]: no. 16.

in-na-lal: nos. 5, 7, 8, 101.

in-na-sum: no. 77.

2.1.4. Type D

(1)	Amount	Amount x,
(2)	Term for Price	as the price
(3)	Object of Sale(-šè)	of object y,
(4)	ki Buyer-ta	from the buyer
(5)	Seller(-e)	the seller
(6)	Term for “to receive”	received.

2.1.4.1. Occurrences

The operative section of Type D, which is styled as a receipt of price, is attested in three sale documents from Lagaš (nos. 78, 79, 80), in one text from Umma (no. 89), and in one text of unknown origin (no. 122). Like the operative section of Type B, Type D is formulated *ex latere venditoris*. It is attested from Š 36 (no. 89) to IS 2 (no. 122).

2.1.4.2. Order of component parts

All five texts display the regular order of component parts (1 - 2 - 3 - 4 - 5 - 6).

2.1.4.3. Component parts

Amount

x gín kug-babbar: nos. 78, 79, 80, 89.

15(gur) še gur-lugal kug 15 gín-šè šag₄ u-bi^{ki}-ka, “15 gur of barley, (measured by) the royal gur, (the equivalent of) 15 shekels of silver, (according to the tariff used) in Upi”: no. 122.

Term for Price

níg-sám: no. 78.

níg-sám^{am}: no. 122.

[sám]^{am} til-la: no. 80.

sám til-a: no. 79.

Object of Sale

For descriptions of the object of sale, see 3.2. The directive suffix -šè following the object of sale is wanting only in no. 80.

Buyer

All five texts construe the name of the buyer with ki . . . -(ak)-ta.

Seller

The agentive suffix -e after the seller's name is noted in nos. 80, 89, and 122.

Term for "to receive"

The verb used is šu . . . ti.

šu ba-ti: nos. 78, 79, 89.

šu ba-an-ti: nos. 80, 122.

2.1.5. Type E

(1)	Object of Sale	Object x
(2)	Seller(-šè/-ra) / ki Seller	from the seller
(3)	Buyer(-e)	the buyer
(4)	Term for "to buy"	bought.
(5)	Amount	Amount y,
(6)	Term for Price(-šè)	as its price,
(7)	Buyer(-e)	the buyer
(8)	Seller(-ra)	to the seller
(9)	Term for "to weigh out"	weighed out / completed.
	or "to complete"	

2.1.5.1. Occurrences

Type E occurs in eleven sale documents. Two of them come from Nippur (nos. 20 [self-sale], 48), two from Ur (nos. 107, 109), one from Lagaš (no. 85), and one from Susa (no. 88). The provenience of five texts is unknown (nos. 112, 113, 113*, 115, 128). Among the latter, four belong to the archive of SIA-a (nos. 112, 113, 113*, 115). Texts nos. 113 and 128 are written in Akkadian. Type E is attested from Š 40 (no. 112) to the first regnal year of Ebarti I of Šimaški (ca. the beginning of Ibbi-Sin's reign) (no. 88).

2.1.5.2. Order of component parts

1 - 2 - 3 - 4 - 5 - 6 - 7 - 8 - 9:	no. 112.
1 - 2 - 3 - 4 - 5 - 6 - 7 - 9 - 8:	no. 113.
1 - 2 - 3 - 4 - 6 - 5 - 7 - 8 - 9:	no. 107.

1 - 2 - 3 - 4 - 5 - 7 - 8 - 9:	no. 113*.
1 - 2 - 3 - 4 - 5 - 6 - 9:	no. 109.
1 - 2 - 3 - 4 - 6 - 5 - 9:	no. 85.
1 - 2 - 3 - 4 - 5 - 7 - 9:	no. 115.
1 - 6 - 5 - 9 - 2 - 3 - 4:	no. 88.
1 - 6 - 5 - 9 - 2 - [3 - 4]:	no. 48.
1 - 2 - 3 - 4 - 6 - 5 - <9>:	no. 128.
1 - 5 - 4 - [7? - 9?]:	no. 20 (self-sale).

2.1.5.3. Component parts

Object of Sale

For descriptions of the object of sale, see 3.2.

Seller

Texts nos. 88, 113, 113*, and 115 construe the name of the seller with ki . . . -(ak)-ta, "from," whereas the Akkadian sale document no. 128 uses the preposition *itti* (wr. *i-ti*). The directive suffix -šè is noted in no. 85, and the dative suffix -ra, in no. 107.

Buyer

The agentive suffix -e is attested only in no. 107.

Term for "to buy"

Type E uses in this part sa₁₀ or šāmu.

in-ši-sa₁₀: nos. 85, 88, 107, 112, 115.

in-sa₁₀: nos. 113, 113*.

in-ne-ši-sa₁₀: no. 109.

ní-te-ne-ne ba-ra-an-sa₁₀-áš /nite-anene ba-ta-n-sa-eš/, "they sold themselves": no. 20.

i-ša-am: no. 128.

Amount

x gín kug-babbar: nos. 20, 48, 85, 88, 107, 109, 112, 113*, 115.

[8(?)] GÍN IGI.3.GÁL KUG.BABBAR 1 U₈.BAR.GÁL.LA: no. 113.

ŠE.BI 6 GUR: no. 128.

Term for Price

níg-sám-ma-ni-šè: no. 112.

níg-sám^{am}-ni-šè: no. 48.

sám-ma-ni: no. 85.

sám^{am} til-la-ni-šè: nos. 107, 109.

sám-bi: no. 88.

SÁM(wr. GAZ).BI (envelope reads *si-im-sù*): no. 128.

SÁM-su: no. 113.

Buyer

The ergative suffix -e after the name of the buyer is attested in nos. 107 and 112.

Seller

The name of the seller is followed by the dative suffix -ra in nos. 107 and 113*, while no. 113 uses the preposition *ana* (wr. *a-na*).

Term for "to weigh out" or "to complete"

Type E uses here *lal* or *til*.

in-na-lal: nos. 88, 107, 112, 113*.

ì-na-lal: no. 115.

Ì.LAL: no. 113.

ba-ši-lal: no. 48.

in-ne-lal: nos. 207, 109.

in-til: no. 85.

2.1.6. The development of the operative section from the Fara through the Old Babylonian periods

In this section we will study the evolution of the operative section of the sale document from the earliest down to the Old Babylonian period, and will attempt to define the place of the Ur III operative sections in that development.

The first scholar to comment on the evolution of the early Mesopotamian sale document was San Nicolò.²² San Nicolò made the important observation that the two-part operative section using the verbs *sa₁₀* and *lal* (our Type E) was employed continuously from the Pre-Sargonic to the Middle Babylonian period.²³

The question of the development of pre-Old Babylonian sale documents was subsequently treated by Kraus.²⁴ In contrast to San Nicolò, Kraus believed that in the Pre-Sargonic, Sargonic, and Ur III periods the "purchase" (*sa₁₀*) and the "payment/receipt of price" (*lal / šu . . . ti*) were recorded in two separate documents, the "Kaufvertrag" and "Preisquittung," respectively.²⁵ According to Kraus, it was only

²²*Schlussklauseln*, pp. 34–38, 102–103; "Zur Entwicklung der babylonischen Urkundenformen," in *Festschrift für Gustav Hanausek* (Graz, 1925), p. 26.

²³"Entwicklung," p. 26.

²⁴*JCS* 3 (1949):98–109.

²⁵*Ibid.*, p. 104 and n. 42.

in the Old Babylonian period that the "purchase" and the "payment/receipt of price" came to be recorded in the same document:

"Die Urkunden der 3. Dynastie von Ur kennen keinen Zahlungsvermerk, in der Tat zeigen ja die oben angeführten Hinweise auf die Institution der Treuhänderschaft und die Preisquittungen, dass Kauf und Zahlung voneinander getrennt waren oder wenigstens sein konnten. Der Zahlungsvermerk mit dem Verbum *lal* ist in Kaufverträgen, soweit ich sehe, eine Neuerung der altbabylonischen Zeit, die freilich schon vor den ältesten in Nippur und Isin gefundenen Urkunden eingeführt worden sein muss. Sie stammt aus der Preisquittung oder, genau gesagt, aus einem der Preisquittungsformulare."²⁶

Most recently, this issue was discussed by K. R. Veenhof in connection with his study of the idiom *ana šimi nadānu/tadānu*.²⁷ Veenhof's views parallel closely those of Kraus. I quote in full:

"It [*ana šimim nadānum*] originally belongs to the formulary of the 'Preisquittung,' at a stage (roughly the period before Ur-III) when the buyer on paying out the purchase price of an object received a 'Preisquittung,' stating that he had 'handed over the purchase price for item X' (Sum. *níg.sa₁₀.x.šè . . . sum*; Akk. *ana šimē x nadānum*). This 'Preisquittung' has to be distinguished from the deed of purchase, stating the object, the purchase price and the fact that the buyer had bought it. In the course of time, from Ur-III and the early OB period onwards, these two documents merged into the so-called 'deed of purchase,' though occasionally separate 'Preisquittungen' do still occur. This led to an important simplification. The statement from the 'Preisquittung': 'B(uyer) has given x silver as its purchase price' (*ex latere emptoris*), or 'S(eller) has received x silver as its purchase price' (*ex latere venditoris*) - in both cases the actual weighing out of the amount, *lá/šaqālum* could also be mentioned - was combined with that of the deed of purchase: 'item x, y silver its purchase price, B has bought from S' (to which later also a statement about the weighing out or paying was added). This resulted in a formulary in which only the act of purchase (*in.ši.šám*) and the weighing out of an amount of silver *šám.til.la.bi.šè/ana šimim gamrim*, 'as its complete purchase price' (or perhaps better: 'to make the purchase definitive') were recorded."²⁸

First of all, it needs to be categorically stated that no distinction should be made between the sale documents which use the verb *sa₁₀* and those styled as receipts ("Preisquittungen" of Kraus and Veenhof). Contrary to Kraus and Veenhof, there is no

²⁶*Ibid.*, p. 104.

²⁷*Aspects of Old Assyrian Trade and its Terminology*, *Studia et documenta* 10 (Leiden, 1972), pp. 367–368.

²⁸*Ibid.*, p. 367.

evidence that in the Ur III and earlier periods the buyer received two different types of documents: one which stated the purchase of the object in question and another which recorded the payment of the purchase price by the buyer (or its receipt by the seller). Both the documents with the verb *sa₁₀* and those using the verbs *lal*, *sum*, or *šu . . . ti* served exactly the same purpose: to supply the buyer with a record that he purchased the object of sale, that he paid its full price, and that the seller received the price and is fully satisfied with it. For this reason, these two groups of texts, although employing different formulæ, are both to be classified as "sale documents," or more exactly, "deeds of purchase."

In fact, the texts styled as receipts of price are the oldest (already in Fara) and dominant form of the cuneiform sale document before Ur III times. It is also significant that the great majority of the ancient kudurrus, deeds of purchase par excellence, take the form of receipts (see below). The reason why the receipt form is prevalent among the early sale documents lies in the fact that the perfected receipt of the purchase price by the seller is the single most important piece of information to the buyer.

Furthermore, it should be noted that the operative sections with the verbs "to buy" (*ex latere emptoris*) and "to receive (the price)" or "to sell" (*ex latere venditoris*), rather than reflecting two different legal realities, are purely a matter of phraseology. The cuneiform sale document, from the point of view of its function and legal significance, is always written *ex latere emptoris*, for it is always the buyer for whom the document is written down and whose interests it is intended to protect. See in detail 4.1 and 4.2.

Another point on which we cannot agree with Kraus and Veenhof is that the operative section which employs the verbs *sa₁₀* and *lal* was introduced only in the Old Babylonian period, and furthermore, that it resulted from a merger of the sale document with the verb *sa₁₀* and the alleged "Preisquittung." As already noted by San Nicolò (see above), an operative section of this type was used as early as the Pre-Sargonic period. We also have evidence that it continued to be used, though infrequently, in the Sargonic and Ur III sale documents (see below). These facts demonstrate that this operative section was an independent phenomenon, and that it could not have developed in the way postulated by Kraus and Veenhof.

The available evidence suggests the following picture of the development of the early Mesopotamian operative sections.

The oldest cuneiform sale documents, which belong to the Fara period, employ an operative section which is styled as a receipt of price and additional payments:

Object of Sale;
Price of Object-of-Sale;
Additional Payments;
Sellers

lú sám kú, "(are) the ones who received (lit.: ate) the price."

The name of the buyer, together with his identification as *lú* Object-of-Sale *sa₁₀*, "the one who bought the object of sale," is placed toward the very end of the sale document, following the secondary sellers and the witnesses.²⁹

A closely related type of operative section is found in the ancient kudurrus, which are written on stone and deal exclusively with multiple purchases of fields (each kudurrus records several transactions, involving the purchase of fields from different sellers by the same buyer).³⁰ In the great majority of these documents, which date to the Fara, Pre-Sargonic, and Sargonic periods, individual transactions have the following operative section:

Object of Sale;
Price
(and) Additional Payments
Sellers received.³¹

Much as in the Fara sale documents, the identification of the buyer (if given at all) appears at the very end of the kudurrus, following all the transactions.³²

As a matter of fact, the ancient kudurrus using such a formulation can be described as a condensed series of Fara-type sale documents: since the buyer is the same person in all the transactions recored in one kudurrus, his name, instead of being repeated after each transaction, is listed only once, at the very end of the inscription.

Sale documents from the following (Pre-Sargonic) period are represented by a group of texts from Lagaš. In these documents, one finds an operative section which is composed of two parts: the first part notes the purchase (*sa₁₀*) of object *x* by the buyer from the seller, and the second part records the payment (*lal/sum*) of price *y* by the buyer to the seller (no. 1 in Table 1).³³ A variant of this operative section uses in the second

²⁹For the structure of Fara sale documents, see Krecher, ZA 63, 172-185.

³⁰For a full edition of all the ancient kudurrus, see Gelb *et al.*, *ELTS*. All the unpublished kudurrus and pre-Ur III sale documents cited in the present study are presented in that work.

³¹The verb is: *kú* (*ELTS* no. 16 *Kish Stone Fragments I* and no. 34 *BIN II 2*); *maḥāru* (*ELTS* no. 41 *Sippar Stone*, no. 42 *Eshnuna Stone Fragment*, no. 43 *Eshnuna Clay Tablet*, and 44. *Eshnuna Clay Fragments*); *šu . . . ti* (*ELTS* no. 36 *CT V 3*). *ELTS* no. 32 *Adab Clay Fragment* (= *OIP* 14 49) and no. 40 *Manishtushu Obelisk*, instead of using the verb, identify the sellers as *lú sám kú*, "the ones who received the price," and *KÚ KUG.BABBAR*, "receivers of the silver (i.e., the price)," respectively.

³²The name of the buyer is preserved only in *ELTS* no. 37 *CT XXXVII 7f.* (*NĪG.SÁM* Buyer, "purchases of the buyer") and no. 40 *Manishtushu Obelisk* (Buyer *lú SA₁₀*, "the buyer bought").

³³*VAS* 14 141, 144; *Sollberger Corpus* Ean. 65 (all *lal*); *RTC* 17 (sum). Note that the choice between *lal*, "to weigh out," and *sum*, "to give," is dictated by the nature of the purchase money: if the price is paid in silver or another metal, then *lal* is used; if, however, the payment consists of commodities other than metal, or of a metal plus some other commodity, then the verb is *sum*. This distinction is fairly consistently maintained down to the Old Babylonian period.

part the verb *šu . . . ti*, “to receive”: “the seller received price *y* (from the buyer)” (no. 2).³⁴

The two-part operative section of the *sa₁₀:lal* type continued to be used, though very rarely, in Sargonic sale documents (no. 3).³⁵ The most popular operative sections in that period were the ones styled either as (a) a receipt of price, or as (b) a payment of price, or as (c) a combination of the receipt and the payment. All such operative sections seem to derive from the tradition of Fara sale documents and kudurrus. Three of them are composed of one part only:

Price of Object-of-Sale Buyer to Seller *lal/šaqaḷu* or *sum/nadānu*, “price *x* of object *y* the buyer to the seller weighed out / gave” (no. 4).³⁶

Price of Object-of-Sale Seller from Buyer *šu . . . ti/maḥāru*, “price *x* of object *y* the seller from the buyer received” (no. 5).³⁷

Price of Object-of-Sale Seller Buyer *šu-na . . . si*, “the hands of the seller were filled by the buyer with price *x* of object *y*” (no. 6).³⁸

Two other Sargonic operative sections are composed of two parts each, one part stating that the buyer has paid the price, and the other, that the seller has received it:

(a) Price of Object-of-Sale Seller *šu-na . . . si*; (b) Buyer *lal* / Buyer *lú níg-sám ak-àm*, “the hands of the seller were filled with price *x* of object *y*; the buyer weighed it out / is the one who ‘made’ the price” (no. 7).³⁹

(a) Price of Object-of-Sale Seller *šu . . . ti / maḥāru*; (b) Buyer *lal/šaqaḷu* or *sum/nadānu*, “price *x* of the object *y* the seller received; the buyer weighed it out / gave it” (no. 8).⁴⁰

³⁴*BIN* 8 352; *FT* 1 pl. XLIII; *Nikolski* 1 317; *DP* 31, 32; *Gelb AV*, p. 236; *Bibl. Mes.* 3 10; *RTC* 16.

³⁵*MAD* 4 51.

³⁶*MAD* 4 65; *OIP* 97 13 (both *lal*); *MAD* 5 48 (*šaqaḷu*); *IM* 43741, unpubl. (sum); *Gelb, OAIC* 4 (*nadanu*).

³⁷E.g., *MAD* 4 4; *HSS* 10 99; *Or.* NS 51 (1982):355–356, 363; *MVN* 3 102 (all *maḥāru*); *BIN* 8 38, 80, 171, 172, 179; *MAD* 4 151, 152, 153, 155; *NBC* 6844, unpubl.; *YBC* 12312, unpubl. (all *šu . . . ti*).

³⁸*BIN* 8 177; *A* 713 (unpubl.); *Ist. Mus. Adab* 397, 399, 426 (all unpubl.). For this operative section, see also 2.2.1.

³⁹*MAD* 4 77, 78, 158 (all *lal*); *MAD* 4 81, 150 (both *lú níg-sám ak-àm*); *Nikolski* 2 68 (sag *sa₁₀-a* Buyer); *TIM* 9 99 (Buyer *lú sag sa₁₀-àm*); *NBC* 10221, unpubl. ([Buyer] *lú sag sa₁₀*). Cf. also 2.2.1.

⁴⁰E.g., *ITT* 1 1040, 1041; 2 4518, 4578, 4588; *RTC* 79, 81; *ZA* 53 (1959):79 no. 19 (all *lal* and *šu . . . ti*); *BIN* 8 178 (*šu . . . ti* and sum); *MAD* 4 155, 169 (both *šu . . . ti* and *lal*); *MVN* 3 100 (*šu . . . ti* and *lal*); *MAD* 5 65 (*maḥāru* and *nadānu*); *IM* 43612, unpubl. (*maḥāru* and *šaqaḷu*).

Table 1
Development of the Operative Section (Fara–Ur III)

	Pre-Sargonic	Sargonic	Ur III	
1)	a) OS B from S <i>sa₁₀</i> b) P (B to S) <i>lal/sum</i>	3) a) OS B from S <i>sa₁₀</i> b) P (B to S) <i>lal</i>	↑	11) a) OS B from S <i>sa₁₀</i> b) P (B to S) <i>lal</i> (Type E)
2)	a) OS B from S <i>sa₁₀</i> b) P S (from B) <i>šu . . . ti</i>	4) P of OS B to S <i>lal/šaqaḷu</i> or <i>sum/nadānu</i> 5) P of OS S from B <i>šu . . . ti</i> / <i>maḥāru</i>	↑	12) P of OS B to S <i>lal/sum</i> (Type C)
		6) P of OS S B <i>šu-na . . . si</i> 7) a) P of OS S <i>šu-na . . . si</i> b) (P) B (to S) <i>lal</i> / B <i>lú níg-sám ak-àm</i> 8) a) P of OS S <i>šu . . . ti</i> / <i>maḥāru</i> b) (P) B <i>lal/šaqaḷu</i> or <i>sum/nadānu</i>	↑	13) P of OS S from B <i>šu . . . ti</i> [completion of price clause (<i>kug-bi šu . . . si</i>)] (Type D)
		9) OS for P B from S <i>sa₁₀(aḥazu)</i> <i>leḳi</i>	↑	14) OS for P B from S <i>sa₁₀</i> (Type A)
		10) OS for P S to B <i>nadānu</i>	↑	15) OS for P S to B sum (Type B)

Key: B = Buyer; OS = Object of Sale; P = Price; S = Seller

2.2. Completion-of-price clause

The completion-of-price clause acknowledges the fact that the buyer paid the purchase price and that the seller received it. A similar function is performed by the completion-of-transaction clause (see 2.3), with which the present clause appears to be mutually exclusive. The completion-of-price clause is also incompatible with the operative section of Type E (see 2.1.5), where the payment of the price is stated explicitly.

Four variants of this clause are extant, distinguished by the use of different constructions: (1) *kug-bi šu-a . . . si-(g)*; (2) *kug-ta . . . til*; (3) *níg-sám . . . til*; (4) *kug-ta . . . è*.

2.2.1. The construction *kug-bi šu-a . . . si-(g)*

The clause using the construction *kug-bi šu-a . . . si-(g)* is attested in eight sale documents, all stemming from Nippur (nos. 18, 27, 29, 53, 54, 59, 60, 63). The earliest of them dates to AS 8 (no. 18), the latest, to ŠS 5 (no. 29).⁵¹

Depending on whether there is one or more sellers the clause reads either *kug-bi šu-na(-a) ab-si*, “this silver filled his hands” (nos. 53 [var.: *ba-a-si*], 54, 63), or *kug-bi šu-ne-ne(-a) ab-si*, “this silver filled their hands” (nos. 18, 27, 29, 59, 60).

For *šu-a . . . si-(g)*, “to fill (someone’s) hand (with something),” corresponding to the Akkadian *ana qāti mullū*, see especially *šu-ne-ne-a* [in-*si-gi-eš*] = *a-na qa-ta-t[e-šu-nu ú-mal-lu-ú]* (Ai. II ii 53; also 54–55), and the examples in *CAD M/1*, p. 187a.

Beside the present examples, *šu-a . . . si-(g)* is also attested in two Ur III court records: *PN sám ní-te-na* [š]u-na-a si-ga, “(for) PN his own price filled his hands” (*NSGU* 2 38:7–8); *kug-bi šu PN ù PN₂ dumu-na-ka ba-a-si-ga*, “that this silver filled the hands of PN and PN₂, his son” (*ibid.* 105:12–13).

The same construction occurs also in Sargonic sale documents, but its function there is different than in the texts from the present corpus. Whereas in the Ur III sales it functions as a *Schlussklausel*, in its Sargonic counterparts *šu-a . . . si-(g)* is the key verb of an operative section (cf. 2.1.6). Two variants of such an operative section are known:

(a)	Amount níg-sám Object of Sale(-kam) Seller(s) (kug-bi) šu-na/-ne-ne(-a) ab-si Buyer ì-ne-lal / lú níg-sám ak-àm	(With) amount x, the price of object y, the hands of the seller(s) were filled (with this silver). The buyer weighed (it) out / is the one
-----	---	---

⁵¹The latest attestation may actually be no. 53 (date not preserved), which appears to belong to the reign of Ibbi-Sin (see the commentary).

(b)	Amount níg-sám Object of Sale Seller(s) Buyer (kug-bi) šu-na/ne-ne(-a) ab-si	who “made” the price. (With) amount x, the price of object y, the hands of the seller(s) (by) the buyer were filled.
-----	--	---

Variant (a) is employed in one text from Umma (*Nikolski* 2 268), five texts from Isin, all stemming from the archive of a certain Inimani (*MAD* 4 77, 78, 81, 150, 158), and two texts of unknown origin (*TIM* 9 99; *NBC* 10221, unpubl.). Variant (b) occurs in five texts from Adab (*BIN* 8 177; A 713, unpubl.; *Ist. Mus. Adab* 397, 399, 426, all unpubl.), one text from Nippur (*PBS* 9 86+107), and one text of unknown provenience (*IM* 43431, unpubl.).

As shown by this evidence, the operative section with *šu-a . . . si-(g)* had a very wide distribution in Sargonic times. The Ur III revival of its usage, though in a modified application, appears to have been limited to Nippur, and was of no consequence for the subsequent evolution of the sale document.

A possible parallel for this clause is provided by the statement *kug-bi é-gal-la ban-ku₄*, “this silver entered the palace,” which occurs in the early OB sale documents from Ešnunna, dealing with the sale of real estate by the royal palace.⁵²

2.2.2. The construction *kug-ta . . . til*

Six sale documents, all stemming from Umma, use the clause *kug-ta ì-til*, “he (i.e., the buyer) completed the (payment of) silver” (nos. 92, 94**, 94***, 95 [var. in-], 96 [var. *kug-bi-ta*], 99). The earliest of them dates to Š 45 (no. 92), the latest, to IS 2 (no. 99).

Although the meaning of the clause is quite certain,⁵³ the role of the suffix *-ta* is not entirely clear. In this context *-ta* could be interpreted either as an instrumental, meaning “he completed (the transaction) with this silver,” or as an ablative, meaning “he completed out of this silver.” The second explanation appears more likely, given the existence of a parallel construction *kug-ta . . . è*, “to go out of silver” (see 2.2.4).

2.2.3. The construction *níg-sám . . . til*

Text no. 78, stemming from Lagaš and dating to ŠS 5, notes the completion of the price by the use of the following clause: *níg-sám-bi in-til*, “he (i.e., the buyer) completed (the payment) of the price.”

The construction *níg-sám . . . til*, “to complete the price,” occurs also in Ur III court records. For the examples, see Falkenstein, *NSGU* 3, p. 166. Cf. also the use of

⁵²Whiting, *Seals and Sealing*, pp. 69–70.

⁵³Falkenstein, *NSGU* 1, p. 9 n. 4, translated it “er hat den Geldbetrag dafür voll bezahlt.” Cf. also Wilcke’s translation, *RLA* 5, p. 541, “Vermittels des Silbers ist es geschlossen.”

sám . . . til in the operative section of no. 85 (Type E) and the phrase (níg-)sám til-la (see 2.1.1.3).

As far as I know, the only example of a similar clause in a sale document comes from the Sargonic text *MVN* 3 53 iv 1. The clause in question reads: sám al-til, "the price was completed."

2.2.4. The construction *kug-ta . . . è*

The only text using such a construction is no. 81, which comes from Lagaš and dates to ŠS 8. The clause reads: kug-bi-ta íb-ni-è, "he (i.e., the buyer) issued this silver," lit.: "he went out of this silver."

Kraus,⁵⁴ and following him Falkenstein,⁵⁵ read the verb as íb-ta(!)-è, but -ni- is clear in the copy. Probably this example is to be emended to íb<-ta)-ni-è. For the sequence -ta-ni-, see G. Gragg, *Infixes*, p. 29, who cites such Pre-Sargonic forms as e-na-ta-ni-è (*Sollberger Corpus* Ent. 41 iv 2) and íb-ta-ni-è (*ibid.* Ent. 28 ii 3). Note also x barley PN ba-ra-ni-è in *YOS* 4 18:5-6.

The literal meaning of *kug-ta . . . è* is "to go out of silver," i.e., "to issue silver, to hand over silver." In addition to the present example, this construction also occurs in two Ur III court records: mu lugal sám ¹PN kug X-gá-ta ħa-ab-ta-è bí-in-dug₄, "he declared: 'By the name of the king! The purchase price of PN will be issued from the silver of my . . .'" (*NSGU* 2 197:34'-35'); 10 gín kug-babbar-ta íb-ta-an-è-a "that he issued 10 shekels of silver" (*ibid.* 20:10).

No examples of this or a similiar clause are found in sale documents from other periods.

2.3. Completion-of-transaction clause

The completion of the transaction is noted in several Ur III sale documents by the use of a special clause, which employs either the construction *inim-bi . . . til* or *inim-bi . . . dug₄*. The function of this clause appears to be identical to that of the completion-of-price clause (2.2).

2.3.1. The construction *inim-bi . . . til*

2.3.1.1. The clause using *inim-bi . . . til* occurs in three texts from Umma (nos. 88*, 91, 98) and one text from Ur (no. 109). The earliest of them dates to before Š 33 (no. 88*); the date of the latest is IS 19 (no. 109). The clause reads: *inim-bi in-til*, "he (i.e., the buyer) completed this transaction."

The Akkadian equivalent of *inim . . . til*, "to complete a transaction, to settle a litigation," is *awata gamāru*. See [inim-inim-ma-a-ni] al-til = *a-ma-su gam-rat*, "his transaction is completed" (Hh. II 103). Outside of sale documents, *inim . . . til* is also attested in the Ur III legal text *NRVN* 1 8:7: *inim-bi al-til*, "this transaction is completed."

⁵⁴*JCS* 3 (1949):100 n. 29.

⁵⁵*NSGU* 1, p. 123 n. 1.

The statement that the buyer completed the transaction almost certainly refers to the payment of the purchase price by the buyer, and as such it is virtually identical with the completion-of-price clause (2.2). This is supported by the fact that the Umma sale documents use either the present clause (nos. 88*, 91, 98) or *kug-ta . . . til* clause (see 2.2.2). Accordingly, it appears that these two clauses are mutually exclusive.

2.3.1.2. The *inim . . . til* clause is attested already in sale documents and other legal texts of a Sargonic date. See, e.g., mu lugal-šè mu nam-maḥ-fšèl in[im-bi a]l-til, "by the name of the king, by the name of Nammaḥ, this transaction is completed" (*MAD* 4 158:9'-11'); *inim-bi* [al(?)]-til, "this transaction [is completed]" (*MAD* 4 15:21); mu lugal-šè mu li-pi(!)-šè PN-e PN₂ *inim* i-da-til, "by the name of the king, by the name of Lipi, PN (with) PN₂ completed this transaction" (*YBC* 8463:1-4, unpubl.). For other examples, see Edzard, *SRU*, p. 225.

The contrast between the active form of *til*, which has a conjugational prefix ì-, and the stative/passive form, which uses the prefix al-, is clearly demonstrated by the following three Sargonic examples, which contain both forms: mu ^dnin-isin_x(IN)-šè⁵⁶ mu lugal-šè *inim-pi* i-til . . . ig[i]-ne-ne *inim-pi* al-til, "by the name of Ninisina, by the name of the king, he completed this transaction" . . . "before them (i.e., the witnesses) this transaction was completed" (Böhl Coll. 929:11-13, 21, unpubl.); *inim-bi* al-til . . . *inim-ma-ni* i-til, "this transaction is completed" . . . "he completed his transaction" (*BIN* 8 175:27, 44); *inim-bi* igi-ne-n[e]-t[a] a[l-til] . . . *inim-bi* in-til, "before them (i.e., the witnesses) this transaction was completed" . . . "he completed this transaction" (*BIN* 8 158:32-33, 40).

2.3.1.3. The same clause is commonly used in the Old Babylonian sale documents from Sippar and the Diyala region.⁵⁷ In Sippar texts the clause is written either in Sumerian: *inim-bi al-til*, or in Akkadian: *awassu gamrat*. In sales from Ishchali and Khafajah only the Sumerian version is attested, whereas at Harmal it is always written in Akkadian.

It is important to note that the Akkadian clause is not a verbatim translation of the Sumerian one. Whereas *awassu gamrat* means "his (i.e., of the seller) transaction is/was completed," *inim-bi al-til* is to be translated, as in the Ur III and Sargonic examples cited earlier, "this transaction is/was completed." Although previous students of this clause assumed that in the Sumerian version -bi is a possessive suffix, corresponding to -šu or

⁵⁶For the reading isin_x of IN, see Postgate, *Sumer* 30 (1974):207-209; Edzard, *AS* 20, p. 83 n. 76; Steinkeller, *JCS* 30 (1978):168-169.

⁵⁷S. D. Simmons, *JCS* 13 (1959):91.

-šunu,⁵⁸ -bi here appears to be a demonstrative, “this.”⁵⁹ In this connection, note the equation [inim-inim-ma-a-ni] al-ti = a-ma-su gam-rat (Hh. II 103), which shows clearly that the expected Sumerian translation of *awassu* is *inim-ma(-a)-ni* and not *inim-bi*.⁶⁰

2.3.2. The construction *inim-bi . . . dug₄*

The completion-of-transaction clause with the construction *inim-bi . . . dug₄* is attested in only one text (no. 122), dating to IS 2. The origin of this text is unknown. The clause reads: é-duru₅-nigin-gar-ki-dùg gú ¹dur-ùl-ka *inim-bi ba-ab-dug₄*, “this transaction was ‘done’/negotiated in the hamlet of Nigingarkidug, on the bank of the Durul.”

In this particular instance the verb *dug₄* is probably used in its auxiliary sense of “to do, to act.” Alternatively, *dug₄* could correspond here to *dabābu*, one of whose meanings is “to come to an agreement, to negotiate.” See CAD D, p. 8.

This clause is entirely unique, not only in Ur III, but also in sale documents from other periods.

2.4. *giš-gana . . . bala clause*

2.4.1. The transfer of title in Ur III sales of persons (and possibly also of animals) was effected by the performance of the *giš-gana . . . bala* ritual. This ritual is recorded in a special clause,⁶¹ which is attested in nine sale documents (nos. 41, 87, 88, 114, 116, 119, 120, 121, 128). Two of them come from the SLA-a archive (nos. 114, 116), two from Susa (nos. 87, 88), and one from Nippur (no. 41). The provenience of nos. 119, 120, 121, and 128 is unknown. The earliest occurrence dates to ŠS 1 (no. 114), while the latest to the first year of Ebarti I of Šimaški (ca. the beginning of Ibbi-Sin’s reign) (no. 88). With the exception of no. 128, which deals with a she-ass, all the documents using this clause are sales of persons.

⁵⁸San Nicolò, *Schlussklauseln*, p. 25 n. 45, translated *inim-bi al-ti* as “seine (d.h. auf dem Vertrag bezügliche) Angelegenheit ist vollendet,” whereas Simmons, *JCS* 13, 91, argued that -bi is to be taken as the third person plural suffix, and translated the clause accordingly as “their transaction is terminated.”

⁵⁹Perhaps more correctly, the function of -bi should be compared to that of the definite article. Cf. here the phrase *mu lugal-bi /mu lugal-ak-bi/*, “the name of the king,” i.e., the name of the reigning king.

⁶⁰Note also the spelling INIM.BI.NE AL.TIL, “their (i.e., of the sellers) transaction is completed” (S. Greengus, *Old Babylonian Tablets from Ishchali and Vicinity*, Publications de l’Institut historique et archéologique néerlandais de Stamboul 44 [Leiden, 1979] no. 31:13), where INIM.BI.NE is an awkward attempt to reproduce the Akkadian *awassunu*.

⁶¹For a thorough study of this clause, see Edzard, “Die *bukānum*-Formel der altbabylonischen Kaufverträge und ihre sumerische Entsprechung,” *ZA* 60 (1969):8–53. See now also M. Malul, “The *bukannum*-Clause — Relinquishment of Rights by Previous Right Holder,” *ZA* 75 (1985):66–77.

In terms of its legal importance, the *giš-gana . . . bala* clause appears to be the counterpart of the transfer clause (2.5).

The standard form of this clause is *giš-gana/gan-na ūb-ta-bala /giš-gana-a i-b-ta(-n)-bala/*, “he (i.e., the seller) made him/her/it (i.e., the sold person or animal) cross over the *giš-gana*,”⁶² where the verbal chain contains the ablative infix -ta- (or -ra-), and *giš-gana* stands in the locative -a (not expressed in writing). The ablative infix is omitted in two instances (nos. 120 and 128). In one case (no. 41) the verb contains the dative infix -na-, “for him,” which refers to the buyer. In nos. 88, 116?, and 119 the clause is introduced by *sag(-bi)*, “(this) ‘head,’” thus corroborating Edzard’s suggestion that the grammatical object/patient of the clause is the sold person (or animal) and not the *giš-gana*.⁶³

The following is a complete list of the occurrences of the *giš-gana . . . bala* clause in our texts:

giš-gin₇ ū-na-ra-bala, “he made her cross over the g. for him (i.e., the buyer)”: no. 41.

giš-gana ūb-ta-ab-la /i-b-ta(-n)-bala/, “they(!) made her cross over the g.”: no. 87.
sa[g giš-ga]n-na ūb-ta(?)-[ba]la-e, “he made the ‘head’ cross over the g.”: no. 88.

[giš-gan(?)]-na i-b-ta-bala, “he made her cross over the g.”: no. 114.

[sag(?) giš-gi]-na [ūb-ta-ba]la, “he made [the ‘head’(?)] cr[oss] over the g.”: no. 116.

sag-bi [giš-g[an]-na [ūb-t[a(?)]-ba]la, “he made this ‘head’ cross over the g.”: no. 119.

giš-gana(wr. TAG) in-bala, “he made her cross over the g.”: no. 120.

giš-gin₇-na ba-ra-a-bala-eš, “he made them cross over the g.”: no. 121.

GIŠ.KUM ūB.LA, “he made it (i.e., the she-ass) cross over the *GIŠ.KUM*”: no. 128.

⁶²For the grammar and meaning of this construction, see Edzard, *ZA* 60, 9–12.

⁶³*ZA* 60, 11–12. Yet another corroborating datum is provided by the Sargonic text IM 43488, cited below in 2.4.4. It should be noted here that a similar interpretation of the *giš-gana . . . bala* clause had been proposed already by S. Langdon, *RA* 24 (1927):93–95. Langdon thought, however, that the rite was performed by the buyer, and not by the seller: “he (the purchaser) caused them to pass over or under the scepter” (referring to the Sargonic text *PBS* 9 4).

2.4.2. The construction giš-gana/gan-na . . . bala corresponds to the Akkadian *bukāna* (*bukanna*) *šutuqu*. See giš-gan-na *īb-ta-bala* = *bu-ka-na ū-še-ti-iq*, “he made him cross over the *bukānu*” (Ai. II iv 12’); giš-gan-na *īb-ta-an-bala* = *bu-kan-na šu-tuq*, “it was passed over the *bukānu*” (Hh. I 308). Cf. also the use of *šutuqu* in IM 43488 (Sargonic), cited below in 2.4.4.

2.4.3. Edzard believed that the basic form of the word giš-gana is giš-gan, and, accordingly, analyzed giš-gan-na as a locative.⁶⁴ This is, however, open to question, since the word is spelled giš-gan-na even when it does not stand in the locative, as in Hh. IV 248,⁶⁵ Hh. V 269a, the OB texts YOS 12 342:4 and Frank Strassburger *Keilschrifttexte* 38 rev. 15, and “Lamentation over Sumer and Ur” 318 (= UET 6/2 131:22). The final /a/ is, therefore, more likely part of the root. The spelling giš-gana is probably earlier than giš-gan-na, for it appears already in Pre-Sargonic texts from Lagaš (e.g., DP 488 i 4). In contrast, the earliest occurrences of the form giš-gan-na date to the Sargonic period (e.g., MAD 4 77:9).

The word giš-gana is equated in lexical texts with the Akkadian *bukānu*/*bukannu*, “wooden pestle”⁶⁶: giš-gan-na = *bu-kan-nu* (Hh. IV 248); also Hh. I 308, Ai. II iv 12’;⁶⁷ and with *sikkūru*, “bolt, bar (on the door)”: giš-ga-an-gan-na (var. omits -na) = *sik-ku-ru* (Hh. V 269a); giš-ga-an-gana = [*si-ik-ku-ru*] (Nabnitu XIII 89).⁶⁸ The giš-gana appears to have been a wooden pounder that was used to crush (*gaz/hašālu*) foodstuffs in wooden mortars, called *naga*/*nāga* (Akk. *esittu*) and *ēi*⁶⁹*nāga-zīd-gaz* (Akk. *madakku*).⁶⁹ This interpretation is borne out by Hg. A I 39 (= MSL 5, p. 187), which equates *bukānu* with *kak madakki*, “the ‘weapon’ (i.e., the pestle) of the *madakku*

⁶⁴ZA 60, 20–21.

⁶⁵Edzard, ZA 60, 20, interpreted this example, rather unconvincingly, as “gleichsam lexikalischer Lokativ.”

⁶⁶For this meaning of *bukānu*, see Edzard, ZA 60, 13–14.

⁶⁷Other Sumerian equivalents of *bukānu* are giš-kim and giš-tukul *nāga-zīd/si-gaz*. See giš-ki-im (var. giš-kim) GIŠ.BU = [. . .] *bu-ka-nu* (Diri II 336); giš-tukul *nāga-si-gaz* = *ka-ak* [*ma-dak-ki*] = [*bu*]-*kan-nu* (Hg. A I 39 = MSL 5, p. 187). The earliest examples of *bukānu* come from the Ur III texts *Fish Catalogue* 581:1 and *BIN* 3 381:1 (in both instances spelled *ēi*⁶⁹*bū-ga-nūm*).

⁶⁸See also *ēi*⁶⁹*ig kur* [MÜŠ.Z]A giš-gana kur MÜŠ.ZA, “the door of the pure mountain, the bolt of the pure mountain” (TCL 16 90:14; cf. Å. W. Sjöberg, TCS 3, p. 113 and n. 69).

⁶⁹*madakku* was translated by CAD D, p. 43a (under *dāku*) as “mortar,” and by AHw., p. 571b, as “(Holz-)Mörser.” More recently, CAD M/1, p. 9a, assigns to it the meanings “pestle” and “part of a loom.” As shown by the following two entries, however: giš-nāga-zīd-gaz = *ma-dak-ku*, giš-tukul *nāga-zīd-gaz* = *ka-ak* MIN (= *madakki*) (Hh. IV 246–247), and the fact that *kak madakki* is a synonym of *bukānu*, “pestle,” *madakku* is clearly “(wooden) mortar.”

mortar”; by the Pre-Sargonic,⁷⁰ OB,⁷¹ and NB⁷² texts in which giš-gana/*bukānu* is listed among mortars and grinding slabs; and by the following literary passage: *na*₄-*ār nāga giš-gan-na ī-durun*_x(TUŠ.TUŠ) *lú nu-um-ši-gam-e*, “the grinding slab, the mortar, (and) the pestle are resting, no one bends over them” (“Lamentation over Sumer and Ur” 318).⁷³ The fact that giš-gana is equated with *sikkūru*, “bolt, bar (on the door)” (see above), indicates that it must have been a fairly large and long object. In this connection, note that Edzard cited, as a possible parallel for the giš-gana, a wooden pestle called *mginna* (etymologically related to *bukānu*?), which is used by the modern Ma’dan Arabs.⁷⁴ This tool is an oblong club, about one meter long, to the top of which there is attached a 20–30 cm long crossbar.⁷⁵

The Akkadian *bukānu* (or *pukānu*) is possibly a loanword from giš-gana, more exactly, from its Emesal form **mu*(š)-*gana*.⁷⁶ If, as suggested by the present author,⁷⁷ the Emesal equivalent of [ng] is not /m/ but /mp/, the underlying development could be reconstructed as: /mpukkana/ > *pukānu*. In this connection note the word *mukānu* = giš-gi-na (see below n. 79), possibly a phonetic alternate of **mu*(š)-*gana*. But, whether or not this etymology is correct, *bukānu* is almost certainly a Sumerian loanword. This is strongly indicated by the existence of the by-form *bukannu* (for the examples, see CAD B, p. 308).

I assume that the forms giš-gin7(-na) (nos. 41, 121) and [giš-g]i-na (no. 116) are phonetic spellings of giš-gana. Also, following Edzard,⁷⁸ I interpret giš-TAG (no. 120) as a mistake for giš-gana, based on the formal similarity between GAN and TAG. One cannot, however, exclude the possibility that giš-gin7(-na), giš-gi-na, and giš-TAG are in

⁷⁰2 *naga*₄-*gal-gal* 2 giš-gana, “2 large mortars, 2 pestles” (DP 488 i 3–4); 2 *naga*₄ 2 *naga*₄ *sum* 1 giš-gana *sum* 1 giš-gana, “2 mortars, 2 mortars (for) garlic, 1 pestle (for) garlic, 1 pestle” (Or. 9–13, pp. 199–200 VAT 4724 iv 1–4).

⁷¹1 GIŠ.KUM ŠE.GIŠ.NI 1 NA₄.ĀR.ZI.BI 1 GIŠ.GAN.NA, “1 mortar (for) sesame, 1 grinding slab, 1 pestle” (YOS 12 342:2–4).

⁷²1 *na*₄*e-si-it*(!)-*tu*₄ 2-*ta* *ēi*⁶⁹*bu-kan-nu*, “1 mortar, 2 pestles” (VAS 6 182:24 - among tools for brewing beer). Cf. L. F. Hartman and A. L. Oppenheim, *JAOS Supplement* 10 (1950):15.

⁷³C. J. Gadd, *Driver AV*, p. 63, A. Salonen, *Hausgeräte* 1, p. 53, and S. N. Kramer, *ANET*, p. 616, interpreted *na*₄-*ār nāga* as one word, and translated it “grinding mortar” (Gadd and Kramer) and “Reibstein” (Salonen). However, the combination *na*₄-*ār nāga* appears impossible. Since *na*₄-*ār* (Akk. *erū*) definitely means “grinding slab” (see CAD E, pp. 323–324), it could not have been used for “crushing” (*gaz/hašālu*). Therefore, I choose to interpret *nāga* as a separate word, i.e., “mortar.”

⁷⁴ZA 60, 13 and n. 14a.

⁷⁵A pestle of this (or similar) type is shown on the photograph in J. P. Peters, *Nippur or Explorations and Adventures on the Euphrates* (New York, 1899), p. 256.

⁷⁶Edzard, ZA 60, 21; Steinkeller, *Aula Orientalis* 2 (1984):141–142 n. 34.

⁷⁷*Aula Orientalis* 2, 141–142 n. 34.

⁷⁸ZA 60, 12.

fact separate lexical entries⁷⁹; the object used in the rite in question did not necessarily have to be a pestle (see 2.4.6).

In no. 128 giš-gana is replaced by GIŠ.KUM, "mortar." This word, to be read gišnaga₄ (written also (giš)nāga), corresponds to the Akkadian *esittu*. See na-gá KUM = *e-si-tum* (MSL 14, p. 100 607:1); na-ga GIŠ.GAZ = *e-si-[it-tu]* (Diri II 301); GIŠ.GAZ = *e-sit-tum* (Hh. IV 242).⁸⁰ The occurrence of GIŠ.KUM in no. 128 could be an error for giš-gana, though it is possible that a mortar was actually substituted for the pestle in this particular instance.

2.4.4. The earliest examples of the clause come from Sargonic sale documents. In these texts giš-gana is usually replaced by giš, "wooden stick," although giš-gana is occasionally named, too. Edzard, who knew only the occurrences with giš, listed ten examples of this clause.⁸¹ His list can now be expanded by eleven more examples:

- [gi]š-a íb-ta-ba[la] (1 sold person; 1 seller) (ITT 2 1041:7', unpubl.);
- giš-a íb-ta-bala<-éš> (1 sold person; 2 sellers) (Ist. Mus. Ad. 397:9, unpubl.);
- [gi]š-a íb-ta-b[ala] (1 sold person; 1 seller) (Ist. Mus. Ad. 398:6, unpubl.);
- [giš-a í]b-ta-bala-éš (1 sold person; 2 sellers) (Ist. Mus. Ad. 399:6, unpubl.);
- [giš-a í]b-ta-bala-éš (1? sold person; 2 or 3 sellers) (Ist. Mus. Ad. 426:6', unpubl.);
- [giš]-[a] íb-ta-[ba]a-[éš] (1 sold person; 3 sellers) (A 713:9, unpubl.);

⁷⁹Assuming that these words are different than giš-gana, they could be interpreted as follows:

(a) giš-gi-na: There exists an implement giš-gi-na, used in the Ur III manufacture of textiles, which was translated as "cloth beam" by Th. Jacobsen, *JCS* 7 (1953):47 and n. 79, and as "Tuchbaum" by H. Waetzoldt, *Textilindustrie*, p. 133. This implement probably corresponds to the Akkadian *mukānu* (see giš-níg-gi-na = *mu-ka-nu* Hh. V 318), "ein Holzstab" according to *AHW.*, p. 669b, and "a part of the loom," according to *CAD* M/2, p. 183a. Note also the item *gišginū*, "a heavy stick used as a weapon" (*CAD* G, pp. 100–101), which may be a loanword from giš-gi-na. The earliest examples of giš-gi-na come from Pre-Sargonic texts (e.g., *DP* 409 iii 2, 410 iii 1). For Ur III examples, see Waetzoldt, *op. cit.*, pp. 133–135.

(b) giš-TAG: The object giš-TAG is listed together with various tools for cloth manufacture (among them, a giš-gi-na) in the Ur III text *HSS* 4 6 (for a detailed study of this document, see Waetzoldt, *op. cit.*, pp. 133–135). Another Ur III occurrence of giš-TAG comes from *TMHC n.F.* 1/2 245:1: 2 sa giš-TAG, "2 sinews for a giš-TAG." giš-TAG is equated in lexical texts with *gišitu* (see *še-ri-im* TAG = *šá* GIŠ.TAG *gi-ši-tum* A V/1:243; [*še-r*]i-im TAG = [*gi-ri-ši-tum* Ea V 60], translated by *CAD* Š, p. 214b, as "a part of the loom.")

(c) giš-gin7(-na): Possibly a phonetic spelling of giš-gi-na or giš-kim, the latter being equated with *bukānu* in *Diri* II 336.

⁸⁰Cf. Salonen, *Hausgeräte* 1, pp. 60–63.

⁸¹*ZA* 60, 10–11.

PN mu PN₂-šè giš-a ì-na-ta-bala, "PN, in place of PN₂ (i.e., the seller), made her (i.e., the sold woman) cross over the stick for him (i.e., the buyer)" (A 815:6, unpubl.);

giš-gan-na ab-ta-bala (1 sold person; 1 seller) (*MAD* 4 77:9);

giš-gan-na ab-ta-ba[la] (1 sold person; 1 seller) (*MAD* 4 150:5);

giš-gan-na íb-ta-bala-e-éš (1 sold person; 3 sellers) (*TIM* 9 99:9);

[sa]g(?) giš-gan-na bala-a[m₆(?)], "the 'head' crossed over the g." (*NBC* 10221:3, unpubl.).

In addition, the giš-gana . . . bala clause is recorded in the Sargonic legal text *IM* 43488:14–18,⁸² which appears to deal with the litigation resulting from an earlier sale: ŠU.NÍGIN 11 AB×ÁŠ *šu-ut* PN PN₂ a-na áš-ri [x]-gi-im GIŠ.GANA [u-š]a-ti-gu-ni, "a total of eleven witnesses (to the fact) that PN made PN₂ cross over the g. in/for the place of . . ."

2.4.5. As for its significance, the act of "crossing over the pestle / wooden stick" seems to symbolize the transfer of the sold person⁸³ from the *potestas* of the seller to that of the buyer. As such, it may be classed among the *rites de passage*, i.e., symbolic actions which in traditional societies accompany the transition of a person from one state or situation to another. In his classic study of these symbolic actions⁸⁴ A. van Gennep distinguished primarily between the rites of separation, transition, and incorporation. The rites of separation are especially characteristic at funerals, while those of transition are most common at pregnancies, weddings, and initiations. The rites of the third type, those of incorporation, are of special interest to us, for they accompany adoptions, changes of clan, tribe, or caste affiliations, and also sales of persons.⁸⁵ The "crossing over the

⁸²To be published by the present author in *Third Millennium Economic and Legal Texts in the Iraq Museum, Baghdad* (forthcoming).

⁸³Probably also in sales of animals; see no. 128.

⁸⁴*Les rites de passage* (Paris, 1909), translated by M. B. Vizedom and G. L. Caffee as *The Rites of Passage* (London, 1960), with an introduction by S. T. Kimball. For a critical evaluation of Van Gennep's theory, see M. Gluckman, "Les rites de passage," in M. Gluckman, ed., *Essays on the Ritual of Social Relations* (Manchester, 1962), pp. 1–52, and R. Firth, *Symbols: Public and Private* (Ithaca, N.Y., 1973), pp. 181–186.

⁸⁵Van Gennep, *Rites of Passage*, pp. 10–11. As an example, we may cite here the rites which until quite recent times accompanied sales of animals in rural France: "At Cornimont, in a valley in the Vosges, the following custom prevailed a short time ago and may perhaps still be found in some families: in order that animals should forget their former masters and not be tempted to go back to them, a cross was made on the lintel of the stable door, the vendor's halter was retained and the animals were hand-fed with salt. At Raon-aux-Bois a small butter-tart was carried thrice round the dairy and offered to the animals with the right hand. Numerous other French customs show how it is necessary to detach the thing sold from the man who sells it; a thing may be slapped, a sheep may be whipped when sold, and so on" (M. Mauss, *The Gift: Forms and Functions of Exchange in Archaic Societies*, translated from

pestle” may thus be analyzed as a rite of incorporation, though it notably contains also elements of separation (the sold person relinquishes his ties with his old paterfamilias) and transition (he is transferred from one household to another).

The passing over, under, or along a specially designated object is the universal way of conveying the idea of passage: “the rite of passing between the parts of an object that has been halved, or between two branches, or under something, is one which must, in a certain number of cases, be interpreted as a direct rite of passage by means of which a person leaves one world behind him and enters a new one.”⁸⁶ The object used may be “. . . a simple stone, a beam, or a threshold.”⁸⁷ Quite understandably, a particularly prominent role in the *rites de passage* is played by the door and its different parts, such as the threshold, doorposts, and lintel.⁸⁸ It becomes significant, therefore, that in one of the Sargonic sale documents the giš-gana . . . bala rite is said to have been performed in the “gate of the storehouse”: ka (= ká) ganun-na-ka giš-a ab-t[a]-bala-e-é[š], “he made them cross over the stick in the gate of the storehouse” (*PBS* 9 4 i 10-11). Similar use of the gate is implicated in the Nuzi text *AASOR* 16 31:12-13, where the woman who had asked for a divorce and to be married to another man “was transferred (to her new husband) in the entrance of the city-gate(s) of Temtena”: *i-na bá-ab KÁ.GAL.MEŠ i-na URUte-em-te-na lu šu-ti-iq*.⁸⁹

French by I. Cunnison, with an introduction by E. E. Evans-Pritchard [London, 1954], p. 64). For similar ceremonies in sales of persons, note the custom practiced by the Ewe of West Africa: following the feast which concludes a sale transaction “nimmt der Verkäufer den Sklaven bei der Hand und übergibt ihn seinem neuen Herrn mit den Worten: ‘Wenn er wegläuft, so läuft er dir weg; wenn er verloren geht, so ist er dir verloren; wenn er stirbt, so stirbt er dir, und wenn er lebt, so lebt er dir.’ Mit seinem Sklaven zu Hause angekommen, gibt ihm sein Herr einen Zaubertrank und sagt ihm, wenn er wegliefe, so werde ihn dieses Zaubermittel töten” (J. Spieth, *Die E'we-Stämme: Material zu Kunde des E'we-Volkes in Deutsch-Togo* [Berlin, 1906], p. 110). In the same tribe, the transfer of land was effected by the performance of the following rite: “Hierauf begibt sich der Käufer mit dem Verkäufer und den beiderseitigen Zeugen auf das neu erworbene Land und feuert dort drei Schüsse ab. Damit ist der Landkauf öffentlich und rechtlich bestätigt. Gibt es später Streitigkeiten, so fragen die Richter zuerst, ob auf dem Lande die üblichen Schüsse abgegeben worden seien. Kann das nachgewiesen werden, so ist das Eigentumsrecht gesichert” (*ibid.*, p. 113). Similar rites were used in sales of land among various Germanic peoples (F. Pollock and F. W. Maitland, *The History of English Law* 2, 2nd. ed. [Cambridge, 1898], p. 85) and, of course, in Mesopotamia, to mention just the *kirbāna nasāku/nadū* ceremony (*CAD* K, pp. 402-403).

⁸⁶Van Genep, *Rites of Passage*, p. 19.

⁸⁷*Ibid.*, p. 19.

⁸⁸*Ibid.*, pp. 19-20.

⁸⁹Another parallel is provided here by the rite, also involving a door, by virtue of which a native slave could become the permanent property of his owner in ancient Israel. The law provided that a “Hebrew” slave who had been bought was to serve six years and had to be set free in the seventh year (the Jubilee Year). However, if he wished to stay with his owner permanently, the owner was required to

2.4.6. In view of the above, we may suggest the following reconstruction of the giš-gana . . . bala rite. After the sale transaction has been concluded, the seller or his representative⁹⁰ made the sold person/animal cross over a wooden stick or bar, which seems to have been placed across the door of the buyer’s house (or some other building belonging to the buyer). Since the object used could be a “pestle,” “stick,” or possibly even a “mortar” (*GIŠ.KUM*), it is evidently the shape and size of the object, rather than its function, that qualified it for this rite.

The assumption that the rite was performed in the door of the buyer’s rather than the seller’s house is favored by the overall symbolism of the rite. It is by entering the buyer’s house that the sold person can most emphatically relinquish his ties with his former owner, and, conversely, it is in his own household that the buyer can most effectively assume physical control over his new chattel.⁹¹ Note, moreover, that the house of the buyer appears to have been the usual location of sale transactions in ancient Mesopotamia (see 4.2).

2.4.7. The giš-gana . . . bala clause survived into the Old Babylonian period, usually in the form giš-gan-na ib-ta-bala / *bukānam šutuq*.⁹² However, in contrast to the Sargonic and Ur III texts, which restrict its use to the sale of persons and possibly of animals, in Old Babylonian sources this clause is also employed in sales of real estate (fields, orchards, and houses).⁹³ This indicates that the meaning of the clause has significantly changed by Old Babylonian times. As pointed out by Edzard,⁹⁴ two explanations are possible here: either the rite was still being performed, but its nature had been altered, or the rite had been completely discontinued, and the phrase giš-gan-na ib-ta-bala / *bukānam šutuq* became an idiomatic expression, meaning something like “the transfer was performed” or “the transaction was concluded/completed.”⁹⁵ Whereas Edzard favored the first possibility, and speculated that during the OB rite “. . . man einen Ziegel oder bei Feldern eine Handvoll Erde an *bukānam* vorbeitrag oder -warf,”⁹⁶ I prefer the latter solution. Given that in the Akkadian version of the clause the form

pierce the slave’s ear with an awl against the doorpost or lintel as a symbol of his final attachment to the household (Ex. XXI:6; also Deut. XV:17). Cf. R. de Vaux, *Ancient Israel: Its Life and Institutions*, translated by J. McHugh (New York, 1961), pp. 87-88.

⁹⁰As in *RTC* 80 (= Edzard, *SRU*, pp. 94-96 no. 46) and A 815 (see 2.4.4).

⁹¹Note that the clause recorded in no. 41 says specifically that the seller made the sold woman cross the giš-gana for the buyer (as shown by the presence of the infix -na- in the verbal chain), the implication probably being that she entered the buyer’s house.

⁹²Edzard, *ZA* 60, 12-15.

⁹³*Ibid.*, pp. 14-15. Occasionally, this clause is used also in exchanges of real property (e.g., *TCL* 1 73; *CT* 47 50).

⁹⁴*ZA* 60, 15.

⁹⁵Cf. the translation “the sale has been closed,” given in *CAD* B, p. 308b.

⁹⁶*ZA* 60, 15.

šutuq is used irrespectively of the number of either sellers or buyers.⁹⁷ it follows, therefore, that *bukānam šutuq* is to be translated “it (i.e., the object of sale) was passed over the *bukānu*,”⁹⁸ and thus this expression must be an idiom (as real estate could not have been passed over the *bukānu*). This interpretation is supported by the following passage from an OB letter, where *bukānam šutuq* is clearly used idiomatically: *tamkārūm ukallanni umma šūma bukāna šutuq* (wr. *šu-tu-qi*), “the merchant holds me responsible, saying ‘The transaction has been concluded’” (*BIN* 7 41:30–33; cf. *CAD* B, p. 308b).

2.5. Transfer clause

In fifteen sale documents the conveyance of the sold object to the buyer is spelled out in a special clause, which can be labeled “transfer clause.” This clause is attested in nine texts from Nippur (nos. 1, 11, 32, 56, 65, 66, 66*, 66**, 66***), five texts from Adab (nos. 67, 68, 69, 72, 73), and one text from Umma (no. 94*). The time-span of its attestations is from Š 29 (no. 67) to ŠS 7 (no. 32). With the exception of the orchard-sale no. 1 and the house-sale no. 73, the texts using this clause deal exclusively with chattels, either persons (nos. 11, 65, 66, 67, 68, 69, 72, 94*) or animals (no. 56). In four instances (nos. 32, 66*, 66**, 66***) the object of sale is not preserved.

The clause says that the seller (or an official, see no. 67) transferred (sum or dib) the sold object to the buyer, or that it was bought (sa₁₀) by the buyer, in the presence of witnesses or authorizing official(s). For the officials occurring in this clause, see 2.13.1. It appears that the purpose of the clause is to acknowledge the fact that the seller transferred the sold property to the buyer, and that the buyer assumed physical control of it. In its legal intent, therefore, the transfer clause appears to parallel closely the *giš-gana . . . bala* clause (2.4). In fact, the two clauses never appear in the same text, suggesting that they are mutually exclusive.⁹⁹

The occurrences of the clause are as follows:

(a) with the verb sum:

igi PN di-kud lugal-[ka]-šè [in-na(?)-an(?)-sum], “before PN, the royal judge, he (i.e., the seller) transferred it (i.e., the orchard) to him (i.e., the buyer)”:
no. 1.

⁹⁷See *ibid.*, p. 14.

⁹⁸To permit an active translation, the verb would have to be *ušetiq*, as in Ai. II iv 12' (*bukanam ušetiq*) and IM 43488 (see above 2.4.4). The former example is significant, as it demonstrates that the compilers of *Ana itišu* were still familiar with the original nature of the rite.

⁹⁹Note that the clause recorded in no. 94*, which uses the verb dib (Akk. *etēqu*), could, at least theoretically, refer to the crossing of the *giš-gana*: *ì-fb-dib*, “it (i.e., the g.) was crossed” or “he (i.e., the sold man) crossed it.” Cf. here the OB spelling *GIŠ.GAN.NA ÌB.TA.DIB* (*CT* 47 54:12; discussed by Edzard, *ZA* 60, 13), in place of the regular . . . *ÌB.TA.BALA*.

igi PN muḥaldim é-dub ù PN₂ IŠ-šè i[n]-[na(?)]-[an-s]um, “before PN, the cook of the storehouse, and PN₂, the equerry, he (i.e., the seller) transferred him (i.e., the sold man) to him (i.e., the buyer)”:
no. 11.

[igi] PN nu-banda-ni [ù] PN₂ engar-a-ni [in]-[na]-[an]-sum-éš, “[before] PN, his overseer, and PN₂, his farmer, they (i.e., the sellers) transferred it (the object of sale is not preserved) to him (i.e., the buyer)” no. 32).

[x PN's lú-inim]-ma-bi-me [igi-bi-šè an]še ba-sum, “[x PN's; these are the witne]sses; [before them the ass]es were transferred (by the seller)”:
no. 56.

igi 5 PN's-šè in-na-an-sum-ma, “before 5 PN's (i.e., the witnesses) he (i.e., the seller) transferred them (i.e., the sold persons) to him (i.e., the buyer)”:
no. 65.

igi PN énsi [nibru]^{ki}-ka-šè in-na-sum, “before PN, the governor of Nippur, he (i.e., the seller) transferred him (i.e., the sold man) to him (i.e., the buyer)”:
no. 66.

igi PN énsi nibru^{ki}-ka-šè in-na-sum: nos. 66*, 66**, 66*** (in all three instances the object of sale is not preserved).

[igi] PN ad-da énsi-ka-šè PN₂ egir énsi sag ba-sum, “[before] PN, father of the governor, PN₂, the ‘retainer’ of the governor, transferred the ‘head’”:
no. 67.

9 PN's lú-inim-ma-bi-me igi-bi sag ba-sum, “9 PN's, these are the witnesses; before them the ‘head’ was transferred (by the seller)”:
no. 68.

(b) with the verb dib:

igi énsi-ka-šè ì-fb-dib, “before the governor, he (i.e., the sold man) was transferred (by the seller)”:
no. 94*.¹⁰⁰

(c) with the verb sa₁₀:

x PN's lú-inim-ma-bi-me igi-bi-šè sag ba-sa₁₀, “x PN's, these are the witnesses; before them the ‘head’ was bought (by the buyer)”:
nos. 69, 72.

11 PN's lú-inim-ma-bi-me igi-bi-šè é ba-sa₁₀, “11 PN's, these are the witnesses; before them the house was bought (by the buyer)”:
no. 73.

In the above examples, I interpret the forms *ba-sum* and *ba-sa₁₀* as “passives.” Note, however, that in no. 67 *ba-sum* must be translated actively.

The present clause appears to be quite unique. With the possible exception of the OB usage of the *giš-gana . . . bala* clause, no examples of a comparable statement of transfer are found in either earlier or later sale documents.

¹⁰⁰For other possible translations, see the preceding note.

2.6. *No-contest clause*

2.6.1. The no-contest clause¹⁰¹ records the promise of either the seller alone or both the seller and the buyer not to challenge the finality of the concluded sale. The clause is always accompanied by an oath, with which it forms one syntactic and logical unit: “he/they swore by the name of the king not to contest / that he/they will not contest.” For practical reasons, the oath is discussed separately (2.10).

Out of the 137 sale documents treated in this study, fifty-two have this clause (nos. 1, 9, 12, 14, 18, 22, 24, 25, 27, 29, 30, 32, 33, 36b, 37, 41, 42, 45, 46, 47, 49, 50, 53, 54, 59, 60, 63, 66, 77, 78, 79, 81, 83, 84, 88, 95, 96, 97, 99, 101, 102, 104, 105, 106, 107, 109, 113*, 115, 116, 117*, 120, 127), while sixty-one omit it (nos. 2, 3, 4, 5, 10, 11, 13, 15, 16, 17, 19, 21, 26, 28, 31, 34, 35, 40, 44, 51, 52, 56, 57, 62, 64, 65, 66, 67, 68, 69, 72, 73, 74, 75, 76, 80, 82, 86, 87, 88*, 89, 90, 91, 92, 93, 94, 94*, 94**, 94***, 97, 100, 108, 112, 113, 114, 117, 119, 122, 125, 126, 128). The remaining twenty-four texts are not sufficiently preserved to determine whether or not the clause was originally included in them.

To the above fifty-two examples extant, one should probably add the twenty-one occurrences of the oath not accompanied by any clause (nos. 16, 17, 21, 35, 52, 56, 57, 65, 68, 69, 72, 73, 74, 76, 82, 87, 113, 114, 117, 119, 124). These appear to be abbreviated spellings of the no-contest clause (see also 2.10.2).

The no-contest clause is attested in the sale documents from Lagaš, Nippur, Susa, Umma, Ur, and the SIA-a archive, as well as in texts of unknown provenience. The texts from Adab (nos. 67–74) and Ešnunna (nos. 75, 76) do not show it, though it should be noted that at least six of them (nos. 68, 69, 72, 73, 74, 76) contain the oath alone, which, as noted earlier, may stand for the no-contest clause. The occurrences of the no-contest clause range in time from Š 36 (no. 1) to IS 19 (no. 109).

2.6.2. The no-contest clause is formulated either unilaterally, that is referring only to the seller, or reciprocally, referring both to the seller and the buyer. This distinction can generally be deduced from the number of the verb *pād* used in the oath (singular against plural).¹⁰² Additional indications of the reciprocal sense are the presence in the clause (and the oath) of the phrase *lú lú(-ra)*, “one against the other,” and the adverb *téš-bi*, “(they swore) together.” The reciprocal formulation of the clause is clear in twenty-seven texts (nos. 9, 18, 22, 25, 27, 29, 32, 33, 41, 42, 45, 49, 50, 53, 54, 59, 60, 63, 66, 88, 96, 97, 107, 109, 113*, 115, 120), i.e., in slightly over one half of the extant examples.

¹⁰¹For this clause in the Ur III and Sargonic periods, see Kraus, *JCS* 3 (1949):99–103; Falkenstein, *NSGU* 1, pp. 79–80; Wilcke, *RLA* 5, pp. 508–510; Kienast, *Kaufvertragsrecht*, pp. 71–73. For later periods, see in general San Nicolò, *Schlussklauseln*, pp. 39–75; Kienast, *op. cit.*, pp. 54–57, 71–74.

¹⁰²See 2.10.1.

In spite of this dual formulation, there is every reason to believe that in the actual sale transaction the promise of no-contest was *always* made both by the seller and the buyer, since the underlying obligatory relationship was clearly a symmetrical one. The seller promised not to attempt to recover the sold property or, as some texts put it literally, “not to return to it.”¹⁰³ Such a hypothetical action would most often be carried out under the pretext that the buyer had failed to pay the price. In contrast, the buyer offered the assurance that he would not claim the price paid, alleging, most commonly, that the seller had not transferred the sold property / title to him. The reason why in some Ur III sale documents only the seller’s promise is recorded lies in the fact that the cuneiform deed of sale was written specifically for the buyer, and that it was primarily the buyer whose interests it was intended to protect.¹⁰⁴ Therefore, only those facts which were of significance to the buyer and which could help him to defend his title to the purchased property were generally recorded in it. In the case of the present clause, the point important to the buyer was that the seller had promised not to contest; that he himself had offered such an assurance was irrelevant to him personally, and thus there was no need to state it explicitly in the sale document.

The assumption that the promise of no-contest was regularly made by both parties to the transaction is corroborated by the following two clauses: PN PN₂-ra téš-bi nu-ub-gi₄-gi₄-da mu lugal-bi in-pàd, “PN (i.e., the seller) swore by the name of the king for PN₂ (i.e., the buyer) that together(!) they(!) will not contest” (no. 42); ud kúr lú lú nu-un-gi₄-gi₄-da PN-ke₄ mu lugal-bi in-pàd, “PN (i.e., the seller) swore by the name of the king that they(!) will not contest one against the other in the future” (no. 107). Even though only the seller is said to have taken the oath, the presence of *téš-bi* in the first clause and of *lú lú* in the second example makes it clear that in each case the promise of no-contest was actually made by both the seller and the buyer. Similar examples are provided by nos. 24, 41, 49, and 120, in which the reciprocal sense of the clause is assured by the use of either *téš-bi* or *lú lú(-ra)*, despite the fact that in each case the verb *pād* has a singular form. For this interpretation it is also significant that the OB no-contest clauses are almost always formulated reciprocally.¹⁰⁵

2.6.3. Four basic types of no-contest clause can be distinguished, depending on the verb or construction used: (1) *gi₄*; (2) *bala*; (3) *inim . . . kúr*; (4) *inim . . . gar*.

2.6.3.1. *The verb gi₄*

2.6.3.1.1. The no-contest clause employing the verb *gi₄* accounts for the overwhelming majority of the attestations (46 out of the total of 52). The basic meaning of *gi₄* (Akk. *tuāru*) is “to return”; in the present clause and in legal contexts generally, *gi₄*

¹⁰³é-a nu-ù-[gi₄-gi₄-da] (no. 84); é-a nu-ub-gi₄-gi₄-dè (no. 105).

¹⁰⁴See 4.2.

¹⁰⁵San Nicolò, *Schlussklauseln*, pp. 65–69.

means specifically “to return (with claims), to go back (on an agreement).” In the Akkadian spellings of this clause occasionally appearing in OB texts, *gi*₄ is replaced by *tuāru*.¹⁰⁶ In contrast, lexical texts equate *gi*₄ in such contexts with *enū*, “to change, to revoke (an agreement).” See *lú lú-ra nu-un-gi₄-gi₄-dè* = *LÚ a-mi-lam la-a e-ni-e* (Ai. VI i 52–53; cf. also *ibid.* IV iv 48–49). In the present study we have regularly rendered *gi*₄ by the more abstract “to contest.”

The following forms of *gi*₄ are attested in our texts:

nu-gi₄-gi₄-dè, “not to contest”: nos. 24, 32, 41, 45 (wr. -ki-ki-), 50, 66, 88, 106, 115.

nu-gi₄-gi₄-da: nos. 14?, 37, 47, 49, 78, 120.

nu-gi₄-gi₄-dam: no. 25.

nu-gi₄-gi₄-[x]: nos. 9, 30, 113*.

nu-gi₄-gi₄: no. 117*.

nu-gi₄-gi₄ mu nu-gi₄-g[i₄-šè], “not to contest, in order not to contest”: no. 77.

nu-ù-gi₄-gi₄-da /nu-i(-n)-gi-gi-da/, “that he/they will not contest”: nos. 81, 83, 84, 97.

nu-un-gi₄-gi₄-da /nu-i-n-gi-gi-da/: nos. 33?, 107, 109.

nu-ub-gi₄-gi₄-dè /nu-i-b-gi-gi-de/: no. 105.

nu-ub-gi₄-gi₄-da: nos. 42, 95, 101, 127.

nu-ub-gi₄-gi₄-[x]: nos. 99, 104.

n[u-a]b-gi₄-g[i₄-x]: no. 1.

la-ba-an-gi₄-gi₄-da /nu-ba-n-gi-gi-da/: nos. 53, 54?, 63, 96?.

*la-ba-an-gi₄-da*¹⁰⁷: nos. 18, 27, 29, 60.

la-ba-an-gi₄-da-a: no. 59.

la-gi₄-da: no. 22.

As noted earlier, the reciprocal sense of the no-contest clause is expressed (or strengthened) by the inclusion in it of the phrase *lú lú(-ra)*, “one against the other,” and the adverb *téš-bi*, “together.” These two expressions occur only in the clause with the verb *gi*₄. For *lú lú(-ra)*, see the equation *lú lú-ra* = *LÚ a-mi-lam* in Ai. VI i 52 (cf. also *ibid.* 54, 56, 58, 60). The following spellings of *lú lú(-ra)* are attested:

lú lú-ra: no. 41.

lú lú: nos. 9, 25, 33, 45, 49, 88, 97, 107, 109, 120.

lú lú: nos. 50, 63.

¹⁰⁶*Ibid.*, p. 46. Further, note that *tuāru* is the standard verb used in the Old Assyrian no-contest clauses (Kienast, *Kaufvertragsrecht*, pp. 54–57).

¹⁰⁷In Ur III times the superimposed *-gi₄-gi₄-* is attested only in Nippur texts. Cf. Sauer, *ZA* 59 (1969):51–52. An identical spelling occurs already in the Sargonic document YBC 8463:10, cited below in 2.6.3.1.2, which appears to stem from Isin.

lú lú-ù: nos. 18, 22, 27, 53, 59, 60.

The superimposed *lú lú* (like the earlier-cited examples of the superimposed *-gi₄-gi₄-*) occurs only in Nippur texts. For the *scriptio plena* *lú lú-ù*, cf. the OB Nippur spelling *lú lú-ù-ra* (e.g., *BE* 6/2 32:22, 37:10, 39:17), interchanging with *lú-u₁₈ lú-u₁₈-ra* (3 NT 863:10, unpubl.) and *lú-ù lú-ra* (3 NT 91:14, unpubl.).¹⁰⁸

The adverb *téš-bi* (Akk. *mithāriš*, *ištēniš*) is attested only in nos. 24 (-ba), 32, 42, and 104. Cf. 2.10.1.

Two texts, both from Ur (nos. 104, 107), include in the clause the adverbial expression *ud kúr*, “in the future”; in no. 102, also stemming from Ur, one finds the form *ud gur-ra*, which is apparently a phonetic spelling of *ud kúr-ra*. In OB texts this expression is written *ud kúr-šè* or *ud nu-me(-a)-ak*. See *ud kúr-šè ud na-me-šè* = *a-na ma-ti-ma a-na ar-ka-[at ūmi]* (Ai. VII iii 22); UD KÚRU-kur-šú. ŠÈ = *a-na ma-ti-ma* (Antagal G 267). In the Sargonic period the same expression appears simply as *kúr* (see *BIN* 8 164:6 and *MAD* 4 14:4, 12).

2.6.3.1.2. The earliest examples of the no-contest clause with the verb *gi*₄ are found in Sargonic texts.¹⁰⁹ As in the Ur III period, the clause is used in either a unilateral or a reciprocal sense. See, e.g., *la-ba-gi₄-gi₄-da-šè*, “that he will not contest” (*BIN* 8 167:16); *kúr la-ba-gi₄-gi₄-da-šè*, “that he will not contest in the future” (*BIN* 8 164:6); *lú lú nu-ba-gi₄-gi₄-da-a*, “that they will not contest one against the other” (*PBS* 9 4 ii 1); *lú lú nu-ba-gi₄-da* (YBC 8463:10, unpubl.); *lú lú nu-ba-gi₄-gi₄* (*BIN* 8 158:39); also *JCS* 20 (1966):126 line 17; *MAD* 4 170:6; etc.

2.6.3.1.3. The clause continues to be used in Old Babylonian legal texts,¹¹⁰ though the preferred type of no-contest clause in that period is the one employing the verb *inim* . . . *gar* (see 2.6.3.4). Its form there is virtually identical to that found in Ur III and Sargonic texts: *ud kúr-šè lú lú-ra nu-mu-un-gi₄-gi₄-dam*. The OB clause is used primarily in a reciprocal sense, though there are also occasional instances of the unilateral usage.¹¹¹

2.6.3.2. The verb *bala*

The no-contest clause with the verb *bala* is recorded is no. 116 (SI.A-a archive), and possibly also in no. 79 (Lagaš). In no. 116 the clause reads: *[nu]-bala-e-dè*, “(the seller swore by the name of the king) not to change/transgress (the terms of the agreement).” Lexical sources translate *bala* in legal contexts by *nakāru/nukkuru*. See *lú*

¹⁰⁸In OB texts from other cities, *lú lú(-ra)* can also be replaced by *lú lú-u₁₈*, *lú-u₁₈-u₁₈*, and *lú-u₁₈*. See Kraus, *WO* 2 (1954–59):121; R. Harris, *JCS* 9 (1955):91–92.

¹⁰⁹Cf. Kraus, *JCS* 3, 99–102; Edzard, *AS* 20, p. 83.

¹¹⁰San Nicolò, *Schlussklauseln*, pp. 46–50; Matouš, *ArOr* 18/4 (1950):41–44; Kraus, *WO* 2, 151; Simmons, *JCS* 13 (1959):91; Kienast, *Kaufvertragsrecht*, pp. 71–72.

¹¹¹San Nicolò, *Schlussklauseln*, pp. 65–69.

lú-ra nu-bala-e-dè = LÚ *a-mi-lam la-a na-ka-ri* (Ai. VI i 60–61); bala = *na-ka-rum šá a-ma-t[i]* (Nabnitu XXI 217).

The latter example (no. 79) is more questionable. It reads: nu-GIBIL-da, “(the seller swore by the name of the king) not to change/transgress (the agreement).” I assume that GIBIL is to be read here *bíl* and interpreted as a phonetic spelling for bala.¹¹² Alternatively, the verb could be analyzed simply as *gibil* (Akk. *edēšu*), “to be new, to make new.” If so, the translation would be: “not to reopen/renew (this case).”¹¹³ However, since neither *gibil* nor *edēšu* is otherwise documented in legal contexts, the latter interpretation appears considerably less likely.

With the possible exception of the clause recorded in the Fara sale document MVN 10 83 vii 8,¹¹⁴ no examples of a comparable clause are attested before Ur III times. In contrast, in the OB sale documents stemming from southern Babylonia (especially from Kutalla) a no-contest clause with the verb bala is quite frequent.¹¹⁵ Its usual form there is nu-mu-un-da-bala-e or nu-ub-ta-bala-e, and its sense is either unilateral or reciprocal.¹¹⁶

2.6.3.3. The construction *inim . . . kúr*

The only examples of the no-contest clause employing the construction of *inim . . . kúr* come from the sale document no. 102 and the warranty-statement no. 36b, a companion piece to the sale document no. 36a. If my restoration is correct, yet another example of this clause is found in no. 46.

In no. 102 the clause reads: ud-ta ud gur-ra *inim nu-ši-gur-da*, “(the sellers swore by the name of the king) that from (this) day on they will not change the agreement in the future.” In this example *nu-ši-gur-da* is evidently a phonetic spelling for *nu-ši-kúr-da*. This interpretation is based on the fact that the same clause also contains the writing *ud gur-ra*, which clearly represents *ud kúr-ra*, “in the future.” For *gur* as a phonetic spelling of *kúr*, see *gur* = *na-ka-rum šá a-ma-t[i]* (Nabnitu XXI 215).

The construction *inim . . . kúr* corresponds to the Akk. *awata nukkurū*, “to change/violate an agreement,” (see CAD N/1, p. 168–169; AHw., p. 719b). For the examples of *inim . . . kúr* in Ur III legal texts, see Falkenstein, NSGU 3, p. 124, and further, note the following occurrences in “Gudea Statue B”: *inim-inim-ni lú nu-ù-kúr-e*,

¹¹²Note that in two texts from this corpus bala is written syllabically: *ib-ta-ab-la* (no. 87) and *íb.LA* (no. 128).

¹¹³Cf. Th. G. Pinches’s translation, BTBC, p. 62, “there is no renewing.”

¹¹⁴*inim-ba šu nu-bala*, “they (i.e., the sellers) will not transgress/violate this agreement (lit.: in this agreement).” For *šu . . . bala*, “to transgress, to violate,” see H. Behrens and H. Steible, FAOS 6, p. 318. Cf. also the use of *mubbalkitu*, “transgressor,” in the Sargonic sale document UCP 9, p. 205 no. 83 iv 10–12 (collated): [*m*]u-ba-al-ki-tum [KUG.BAB]BAR 1 MA.NA [*i*]-sa-gal, “the transgressor (i.e., whichever party goes back on the agreement) will weigh out 1 mina of silver.”

¹¹⁵San Nicolò, *Schlussklauseln*, pp. 52–55; Matouš, *ArOr* 18/4, 43.

¹¹⁶San Nicolò, *Schlussklauseln*, pp. 66–68.

“no one shall change his (i.e., Gudea’s) words/orders” (viii 36–37); *lú inim-ni íb-kúr-a*, “the one who should change his words/orders” (viii 42).¹¹⁷

For *ud-ta*, “from this day on,” see *ud-ta = iš(!)-tu u4-um* (MSL 4, p. 149 line 27). Further, note *ud-da-ta* in the Ur III text ITT 5 9594 rev. 2 = ZA 55 (1963):68, which appears to represent the same expression.¹¹⁸

The clause recorded in no. 36b is a singular instance of the no-contest promise being guaranteed by a third party (see also 2.11.2). It reads: *inim PN nu-kur(= kúr)-ra-a PN₂ mu lugal^{al} in-pád*, “PN₂ (i.e., the guarantor) swore by the name of the king that the word of PN (i.e., of the principal seller) shall not change.”

Finally, in text no. 46 the no-contest clause is possibly to be reconstructed, parallel to no. 102, as: *inim [nu-ši-kúr(?)]-da*, “(the seller swore by the name of the king) that he [will not change(?)] the agreement.” One could also restore *inim [nu-gá-gá-dè]*, but this is less likely, given that in Sargonic and Ur III texts the use of *inim . . . gar* appears to be restricted to the context of litigations (see 2.6.3.4).

To my knowledge, the use of *inim . . . kúr* in no-contest clauses is not attested outside of the Ur III sale documents.

2.6.3.4. The verb *inim . . . gar*

Text no. 12 contains a unique clause in which the seller’s brothers promise not to raise claims to the sold man. The clause reads: *inim nu-gá-gá-dè*, “(they swore by the name of the king) not to raise claims.”¹¹⁹

Although we have included this clause among the no-contest clauses, it needs to be stressed that its legal import is markedly different from that of the three earlier examples. Whereas the verbs *gi₄* and *bala* and the construction *inim . . . kúr* all denote an informal legal action that could be brought by either party to the transaction without seeking recourse of law, in its Ur III usage the verb *inim . . . gar* refers specifically to court litigation.¹²⁰ In the context of private business transactions the procedure described by *gi₄*, *bala*, and *inim . . . kúr* appears to be antecedent to (and perhaps even the prerequisite of) that expressed by *inim . . . gar*: if the initial claim (*gi₄*, *bala*, or *inim . . . kúr*) is not settled informally by the parties, the contestant may then take the case to court and initiate a formal legal action (*inim . . . gar*). The legal distinction between these two procedures, which may in a broad way be identified respectively as “vindication” and “litigation,” finds also a reflection in Akkadian, which uses the verb *baqāru* for the former and *ragāmu* for the latter procedure.¹²¹

¹¹⁷Cf. also *nu-ù-kúr-ne-[a]*, “that they will not change (this agreement),” in the Ur III text ZA 53 (1959):59 no. 5 ii 8.

¹¹⁸Translated by Falkenstein, ZA 55, 69, as “von heute an.”

¹¹⁹Note also the occurrences of *inim . . . gar* in one of the eviction clauses (2.7.2) and in the warranty against flight (2.9).

¹²⁰See the examples collected in Falkenstein, NSGU 3, p. 124.

¹²¹Cf. Kienast, *Kaufvertragsrecht*, p. 73.

The clause of no. 12 offers a good illustration of that distinction. Since the sellers's brothers were not a party to the transaction, if they should have had outstanding claims to the sold man, it would have been impossible for them to use the avenue of vindication (*gi4*, *bala*, and *inim . . . kúr*) against the buyer. The only recourse available to them would be to take him to court (*inim . . . gar*), and that is exactly the possibility the clause safeguards against.

Given that in its legal application the verb *inim . . . gar* means specifically "to raise claims (in court), to litigate," *inim . . . gar* must therefore be considered the equivalent of the Akkadian *ragāmu*. This nuance of *inim . . . gar* seems to have been lost by OB times, since the OB legal texts¹²² and later lexical sources¹²³ use *inim . . . gar* indiscriminately both for *ragāmu* and *baqāru*, "to vindicate." In fact, the most common no-contest clause in Old Babylonian times is the one using the verb *inim . . . gar*.¹²⁴ Its usual form is: *ud kúr-šè (lú lú-ra) inim nu-un-gá-gá-a*, "that in the future (one against the other) will not contest."

As far as I know, the only example of a no-contest clause with *inim . . . gar* before Ur III times is found in the Sargonic text *MAD 4 14:8-13*, which appears to deal with the settlement of a litigation. The clause in question reads: *PN dumu PN₂-ke₄ bar PN₃-ka PN₄ mu na-r[a-a]m-^dEN.ZU in-da-pa kúr inim PN₃ inim-ma nu-na-gá-gá-šè*, "on account of PN₃, PN son of PN₂ swore together with PN₄ by the name of Naram-Sin that they will not raise claims to PN₃ in this agreement in the future."

2.7. Eviction clause

The eviction clause¹²⁵ records a warranty, offered either by the seller or the guarantor, against the buyer's dispossession of the acquired property resulting from the claim of a third party.¹²⁶ In this study, the term "to evict" is used in the sense of "to recover (property or title to it) *of or from* any one by a judicial process, or in virtue of a superior title."¹²⁷ Correspondingly, we understand "eviction" as "the action of

¹²²See the literature cited in n. 124.

¹²³See *inim gá-gá = ba-qa-ru, ra-ga-mu* (Ai. VI ii 18–19; also *ibid.* 21–25).

¹²⁴San Nicolò, *Schlussklauseln*, pp. 44–45; Kraus, *JCS* 3, 90–94; *idem*, *WO* 2, 121; Matouš, *ArOr* 18/4, 41–42; Simmons, *JCS* 13, 91.

¹²⁵For eviction clauses in cuneiform sale documents, see in general Koschaker, *Bürgschaftsrecht*, pp. 173–198; San Nicolò, *Schlussklauseln*, pp. 138–204; *idem*, *Beiträge*, pp. 206–210; Oppenheim, *AnOr* 12 (1935):268–269; *idem*, *Or.* NS 4 (1935):154–165; Petschow, *Kaufformulare*, pp. 55–58; Kienast, *Kaufvertragsrecht*, pp. 58–62, 71–74.

¹²⁶According to *Judicial and Statutory Definitions of Words and Phrases, Second Series*, II (St. Paul, 1914), p. 353b under "Eviction," "Civil Code imposes upon the seller the obligation of warranting the buyer against the latter's 'eviction' of the thing sold, and defines 'eviction' in article 2500, as the loss suffered by the buyer of the totality of the thing sold, or of a part thereof, occasioned by the right or claim of a third party."

¹²⁷*The Oxford English Dictionary* 3 (Oxford, 1933), p. 246 under "to evict."

recovering or taking possession of lands or property by legal process."¹²⁸ Although in common usage "eviction" usually describes the ouster of real property only, when employed in its legal sense it is equally applicable to the dispossession of chattels.¹²⁹ Therefore, in the following discussion this term is used indiscriminately in reference to both types of property.

The obligation of the seller arises when a third party lays a claim to the sold property. In that case the buyer cannot defend himself, and it is the seller's responsibility to prove the title and to protect the purchaser's ownership. Since the seller's duty to defend the title is self-evident, cuneiform sale documents usually do not make such a stipulation.¹³⁰ Although falling within the broad concept of defense, the eviction clause deals specifically with a situation where the seller has been unable to defend the buyer's title and, as a result, the buyer is evicted of the acquired property.

The warranty against eviction was the first obligation to develop in the history of sale: "If the vendor was not the owner of the goods sold, if therefore their delivery did not transfer ownership, the real owner may recover the goods. Here the purchaser must be protected. He has paid the money and lost the goods. He needs an action against the vendor. In the history of sale this is everywhere the first action. But it is not based on the sale as a contract which creates an obligation. What binds the vendor to defend the purchaser against the claim of a third party may be the mere fact that he has delivered the goods, or simply that pretension of ownership constitutes a wrong. If he fails to enter a defence, or fails in his defence, he must pay a penalty, commonly double the amount of the price received."¹³¹

Such an action was known, for example, to the *mancipatio*,¹³² the earliest form of Roman sale: "if the transferor was not the owner [of the sold property], the transferee could not become owner either. In such case however the transferor was responsible, if eviction took place, that is to say in case the real owner brought an action against the transferee and was able, by proving his title, to get the thing away from the transferee. When such an action was threatened it was the business of the transferee to inform the transferor and call upon him to support the title he had transferred (*laudare auctorem*, i.e., to call upon him as author of the title), and if the transferor failed to defend the action

¹²⁸*Ibid.*, p. 246.

¹²⁹A. Brown, *A New Law Dictionary and the Institute of the Whole Law* (London, 1874), p. 145a under "Eviction."

¹³⁰Occasionally, however, the seller's duty to defend the title is spelled out in the so-called "defense clause." For examples of this clause, see under 2.7.6.

¹³¹F. Pringsheim, *The Greek Law of Sale* (Weimar, 1950), p. 86.

¹³²See also 2.12.5.

so that eviction followed, the transferee could bring another action against him for double the purchase price. This action was almost certainly called the *actio auctoritatis*.¹³³

As the following discussion will show, in the Ur III sale the warranty against eviction involved very much identical principles, and the same appears to have been true of the Mesopotamian sale in general.

The eviction clause occurs in six Ur III sale documents (nos. 26, 36a, 44, 94**, 125, 127) and in the warranty-statement no. 36b, which accompanies no. 36a. Nos. 26, 36a, 36b, and 44 come from Nippur, whereas no. 94** stems from Umma; the origin of nos. 125 and 127 is unknown. The earliest text dates to ŠS 2 (no. 94**); the latest dates to IS 6 (no. 127).

Four types of the eviction clause can be distinguished, depending on the verb or construction used in its protasis: (1) the verb *dù*; (2) the verb *inim . . . gar*; (3) the verb *inim . . . gi-(n)*; (4) the construction *arugimānē rasū* or *ní . . . tuku*. Under this category we also include the statement of "title warranty," uniquely attested in no. 44.

2.7.1. The verb *dù*

2.7.1.1. The Nippur sale document no. 36a, which deals with the sale of five (or four) *iku* of orchard land, and the companion warranty-text no. 36b use an eviction clause with the verb *dù*. The clause reads as follows:

tukumbi lú ba-a-dù ki gis̄kiri₆ ki-ba(!) gá-gá-dam mu lugal^{al}-bi in-pàd-és̄,

"they (i.e., the sellers) swore by the name of the king to replace it (i.e., the sold orchard) with (another) orchard if someone else (i.e., the real owner) holds it in possession" (no. 36a).

tukumbi lú-kur(= kúr) ba-a-dù ki gis̄kiri₆ ki-f̄ba_l gá-gá-dam,

"(the guarantor swore by the name of the king) to replace it (i.e., the sold orchard) with (another) orchard if someone else (lit.: stranger) holds it in possession" (no. 36b).

2.7.1.2. The meaning of the verb *dù* in the above clause presents certain difficulties. This problem was treated in considerable detail by J. Krecher¹³⁴ and, more recently, by B. Kienast.¹³⁵ Both Krecher and Kienast proceed from the assumption that

¹³³H. F. Jolowicz, *Historical Introduction to the Study of Roman Law* (Cambridge, 1939), pp. 148–149. See also A. Watson, *Roman Private Law around 200 BC* (Edinburgh, 1971), pp. 61–62; G. Diószdi, *Ownership in Ancient and Preclassical Roman Law* (Budapest, 1970), pp. 75–84.

¹³⁴ZA 63 (1974):188–192.

¹³⁵ZA 72 (1982):29–41.

in the context of eviction clauses¹³⁶ *dù* has, parallel to its usage in Ur III letter-orders,¹³⁷ the general sense of "to hold, to detain" (German *festhalten*). They arrive, however, at different interpretations of its specific meaning. According to Krecher, in the context of eviction *dù* means "mit eigener Hand (durch symbolische Handlung) als Eigentum bezeichnen," or "im Wege der Selbsthilfe ein (angebliches) Eigentumsrecht durchzusetzen (versuchen)," and thence "mit Beschlagnahme belegen."¹³⁸ In contrast, Kienast sees in *dù* a *terminus technicus*, which "bezeichnet dabei offenbar von Haus aus das Vorgehen (besonders Dritter) gegen ein Objekt in der Absicht, ein dingliches Recht an diesem geltend zu machen," and, accordingly, translates *dù* as "(auf ein Objekt) Ansprüche erheben."¹³⁹

The obvious problem with these interpretations is that neither Krecher's "mit Beschlagnahme belegen" nor Kienast's "Ansprüche erheben" follows logically from the basic meaning "to hold, to detain." A considerably more simple solution is to assume that the protasis of the clause, rather than referring to the "seizing" or "claiming" of the contested property, simply states that the property (or its title) is held by a third party, meaning that the seller is not its rightful owner. Accordingly, in the examples from nos. 36a and 36b the protasis may be translated: "if someone else / a stranger holds it (i.e., the orchard) in possession." As I understand it, the protasis provides both for the situation in which the buyer was unable to take possession of the purchased orchard (because another party had a superior title to it) and that in which the buyer actually took possession of the orchard, but was subsequently evicted of it (likewise because another person could prove his ownership).

2.7.1.3. The suggested meaning "to hold in possession" of *dù* needs further clarification. As noted both by Krecher¹⁴⁰ and Kienast,¹⁴¹ the translation "to hold/detain (someone/something)," though clear from the contexts, can hardly be justified grammatically, because in the sentences with *dù* the person/object "held" is a head-noun of the adverbial phrase and not, as one would expect, a grammatical object (patient). Krecher tried to overcome this difficulty by assuming that in this construction the direct object is the hypothetical *és̄*, "rope": "jemandem / einer Sache (sc. das Seil an der Nase) befestigen."¹⁴² In contrast, Kienast sought the direct object in the unexpressed "Ansprüche" of his "Ansprüche erheben."¹⁴³ These semantic gymnastics seem quite

¹³⁶As the Ur III example treated here was unavailable to them, their discussion is limited to the Pre-Sargonic and Sargonic attestations of this clause (see below under 2.7.1.6 and 2.7.1.7).

¹³⁷For examples of *dù*, see Sollberger, *TCS* 1, p. 109.

¹³⁸ZA 63, 191.

¹³⁹ZA 72, 34.

¹⁴⁰ZA 63, 191.

¹⁴¹ZA 72, 32–33.

¹⁴²ZA 63, 191.

¹⁴³ZA 72, 32–34.

unnecessary, however, since it is clear that, at least originally, *dù*, “to hold, to detain,” was an “intransitive” verb. The available data demonstrate that the sentences with *dù* conform to the following three patterns:

- (a) with nouns of the class of things: PN-Ø Field/House-a ba-a-Ø-*dù*¹⁴⁴;
- (b) with nouns of the class of persons: PN-Ø PN₂-ra ba-a-Ø-*dù*¹⁴⁵;
- (c) with nouns of the class of persons: PN-e PN₂-Ø ba-n-*dù*-Ø.¹⁴⁶

The “intransitive” pattern (b) and the “transitive” pattern (c) are used interchangeably in Ur III texts. It appears that the latter construction is an Ur III innovation, which may have developed under the influence of Akkadian.

If we are correct that *dù* was originally an “intransitive” verb, its meaning would be roughly comparable to that of the English “to hold on,” whose intransitive sense is “to keep one’s hold on something, to cling to.” Accordingly, Object-a / Person-ra . . . *dù* could be literally translated as “to hold on ‘in’ an object / to a person.” Cf. here PN *dumu-dab*₅ PN₂-ka-ra éš-kiri-šè na-ba-*dù*, “he should not hold onto PN, the serf of PN₂, by the nose rope” (*TCS* 1 48:3–5).

As already suggested by Sollberger,¹⁴⁷ in this particular sense *dù* appears to correspond to *kullu*, one of whose meanings is “to have possession of, or to hold, real estate.”¹⁴⁸ For this sense of *kullu*, note especially GÁNA *Lagaš*^{ki} PN *u-ga-al*, “the land (which) PN holds (in) *Lagaš*,” in the Sargonic text *BIN* 8 291:18–20; for other examples, see *CAD* K, pp. 514–515.

2.7.1.4. The apodosis of the clause recorded in nos. 36a and 36b stipulates that in case of eviction the sellers (no. 36a) or the guarantor (no. 36b) will provide another orchard. It appears that a simple restitution and not *duplum* (i.e., double the price paid),¹⁴⁹ is meant. For *ki-ba* . . . *gar*, “to replace,” see the commentary to no. 36a. For the guarantor’s role in this transaction, see 2.11.2.

2.7.1.5. Another Ur III example of the eviction clause employing the verb *dù* is attested in a fragmentarily preserved tablet from Ur (*UET* 3 49:1’-6’), collated by I. Finkel).¹⁵⁰ The clause follows immediately after the no-contest statement:

¹⁴⁴*TIM* 9 94; *MAD* 4 151, 153; *BIN* 8 172; *TCS* 1 187, 229, 321; *BE* 3/1 2 (nam-ugula-gés-da).

¹⁴⁵*TCS* 1 48, 113, 159.

¹⁴⁶*TCS* 1 22, 75, 92, 97, 125, 128, 193. Against Kienast, *ZA* 72, p. 33 n. 92, I interpret *TCS* 1 92:3–5 as follows: PN-ra 1(gur) še gur-lugal in-na-an-sum-ma-aš nam-ba-an-*dù*, “because he has given 1 royal gur of barley to PN, he should not be detained.” Cf. Sollberger, *TCS* 1, p. 30 note to no. 92:3–5.

¹⁴⁷*TCS* 1, p. 109.

¹⁴⁸*CAD* K, pp. 514–515.

¹⁴⁹For the concept of *duplum* in cuneiform law, see Oppenheim, *AnOr* 12, 269; H. Limet, “La clause du double en droit néo-sumérien,” *Or.* NS 38 (1969):520–532.

¹⁵⁰Cf. Krecher, *ZA* 63, 191; Kienast, *ZA* 72, 34.

1’) inim-ba la-ba-dug₄-dug₄ 2’) lú nu-ma-*dù*-a 3’) ud-da lú in-ma-*dù* 4’) gi₄-gi₄ <in->na-ab-be 5’) dam-mu nam-ni-ak 6’) mu lugal-bi in-pàd-éš,

“they will not contest this agreement/transaction; there is no-one else who holds (her) in possession; (but) then, (if) someone else holds (her) in possession or says to him ‘Return (her to me), she is my wife!’ he will not be allowed do so (i.e., to take her away); so they swore by the name of the king.”

This tablet may have originally formed part of a sale document, involving the purchase of a slave woman. Unfortunately, this point cannot be verified, since the beginning of the tablet is completely destroyed.

2.7.1.6. The earliest examples of an eviction clause with the verb *dù* (and for that matter the earliest examples of an eviction clause ever) come from two Pre-Sargonic house-sales from *Lagaš*¹⁵¹:

lú am₆-ma-*dù*-da gag-bi ka-ka(-na) e-gaz,

“if someone else holds it (i.e., the house) in possession, this peg¹⁵² will be driven through (his) (i.e., the seller’s) mouth”¹⁵³ (*DP* 31 adscription; *TIM* 9 94 v’ 8’-9’).

We can see that the protasis of the Pre-Sargonic clause closely parallels that of the Ur III examples. However, whereas the Ur III apodosis stipulates simple restitution in the case of eviction, in the Pre-Sargonic apodosis the respective provision is corporal punishment (facial mutilation).

2.7.1.7. A similar eviction clause appears in three Sargonic sale documents,¹⁵⁴ in all probability stemming from Isin:

ud ašag(GÁNA)-ga lú ù-ma-a-*dù*-a 2(iku) ašag-bi-šè 4(iku) ašag ab-ši-gá-gá inim-ma an-gál,

“if someone else holds the field in possession, it is in the agreement (that) he (i.e., the seller) will replace this field of 2 iku with a field of 4 iku” (*MAD* 4 151:10–13).

¹⁵¹Cf. Krecher, *ZA* 63, 189–191; Kienast, *ZA* 72, 30–31, 41.

¹⁵²That is the peg on which the cone recording the transaction was mounted. See the commentary to no. 62.

¹⁵³Alternatively, ka-ka(-na) could be read zú-zú(-na), “(this nail will break) his teeth.” For an exhaustive discussion of this form of punishment, see now J. A. Hackett and J. Huehnergard, *Harvard Theological Review* 77 (1984):259–275

¹⁵⁴Cf. Krecher, *ZA* 63, 189–191; Kienast, *ZA* 72, 30–31, 40–41.

lú ašag-ba am₆-ma-dù-da kug-da kug <gur->ru-dam¹⁵⁵ inim-ma [a]n-gál,

“(if) someone else holds this field in possession, it is in the agreement to return with the silver (of the price) the (equal amount of) silver” (*BIN* 8 172:17–19, collated).

ud lú am₆-ma-dù-da-a PN árad PN₂-ke₄ dam dumu-ni igi ba-a- DU-a¹⁵⁶ inim-ma ì-gar,

“if someone else holds it (i.e., the field) in possession, it was put into the agreement (or: the seller put into the agreement) that PN, the slave of PN₂ (i.e., of the seller’s father), his wife (and) children will be placed at his (i.e., of the buyer) disposal (lit.: will stand before him)” (*MAD* 4 153 ii 4–8).

In the above examples the protasis is virtually the same as that of the earlier-discussed Ur III and Pre-Sargonic clauses. The apodosis of *MAD* 4 151 stipulates that in the event of eviction the seller will give four iku of land in place of the original two iku, i.e., a double amount. It appears that duplum, rather than simple restitution is prescribed also in the apodosis of *BIN* 8 172. If the emendation <gur->ru-dam is correct,¹⁵⁷ the seller was required to return the price plus an equal amount of silver. Finally, *MAD* 4 153 provides that a slave family, the property of the seller’s father, will be placed at the buyer’s disposal as damages. Given that the price paid for the field was twenty shekels of silver,¹⁵⁸ the damages almost certainly constituted a *duplum*, since the value of the slaves (father, mother, and two or more children) must have easily been twice that amount.¹⁵⁹

2.7.1.8. The apodosis of the clauses recorded in *MAD* 4 151 and *BIN* 8 172 concludes with the phrase *inim-ma an-gál*, while *MAD* 4 153 has in the same position *inim-ma ì-gar*. The fact that *inim-ma* is a locative /*inim-a*/ excludes any connection with

¹⁵⁵Krecher, *ZA* 63, 191, and following him Kienast, *ZA* 72, 30, read *sum-dam*. The collation shows clear *RU-dam*. See also below n. 157.

¹⁵⁶Probably to be emended *igi<-na> ba-a-DU-a*. The underlying construction is apparently *igi PN-ak-a / igi-ani-a . . . gub*, “to be at someone’s disposal, to serve someone,” lit.: “to stand before someone (for doing service).” See, e.g., *igi-za ga-gub*, “let me be at your service” (E. I. Gordon, *Sumerian Proverbs* 2.9, 2.10). For the meaning “to do service” of *gub*, see Falkenstein, *NSGU* 3, pp. 117–118; Sollberger, *TCS* 1, p. 123.

¹⁵⁷One may speculate that the spelling *ru-dam* for *gur-ru-dam* reflects the contraction of *gur-* with the preceding *kug: /kug gur-ed-am/ > /kug(u)rudam/*. An alternative solution is to read *RU-dam* as *šub-dam*, where *šub* would mean “to replace” or the like. In the latter case the clause could stipulate the payment of simple restitution.

¹⁵⁸9 shekels of silver + 7 gur of barley (= 7 shekels of silver) + 1 garment valued at 2 gur of barley (= 2 shekels of silver) + 2 shekels of silver.

¹⁵⁹In the Sargonic period the average price of a grown slave (male or female) was well above ten shekels of silver. See the listing of prices in Gelb *et al.*, *ELTS*.

inim . . . gál, Akk. *baqāru*, “to vindicate.” The same phrase also appears in two Sargonic legal documents, where it follows immediately after the no-contest clause: *lú lú nu-ba-gi₄-da inim-ma an-gál* (YBC 8463:10-11, unpubl.); [*lú lú la-ba-da-[g]i₄-gi₄ [inim]-[ma] an-gál*] (*PBS* 9 78:12-13, collated by A. Westenholz). It is notable that in other legal documents of the same date the no-contest clause is usually followed by either the *inim-bi . . . til* clause (see 2.3.1) or an oath. See, e.g., *mu^dnin-isin_x(IN)-na-šē¹PN dumu PN₂ PN₃ dumu PN₄-ka lú lú nu-ba-gi₄-gi₄ inim-bi in-til*, “PN, son of PN₂, (and) PN₃, son of PN₄, concluded this transaction by the name of Ninisina that they will not contest one against the other” (*BIN* 8 158:34-40); *lú lú la-ba-gi₄-gi₄-da mu lugal ba-pād*, “the oath was sworn that they will not contest one against the other” (*JCS* 20 [1966]:126 lines 17–19). This indicates that *inim-ma an-gál* (and similarly *inim-ma ì-gar*) refers to the sworn declaration/promise of the parties to the transaction.¹⁶⁰ *inim-ma an-gál* can thus be translated “it is in the agreement¹⁶¹ (that they promised/swore etc.),” whereas the meaning of *inim-ma ì-gar* probably is “it was put into the agreement” or “he (i.e., the seller) put it into the agreement.”

The proposed interpretations of *inim an-gál* and *inim-ma ì-gar* agree basically with Krecher’s conclusions. He translates the respective phrases as “das (d.h. diese Bestimmung) ist in der Abmachung (*inim*) (enthalten)” and “das wurde in der Abmachung (gesetzt =) aufgenommen.”¹⁶² More recently, however, Kienast has suggested slightly different explanations.¹⁶³ According to him, *inim-ma an-gál* means “er steht unter Eid,” or more literally, “er ist im Wort/Vertrag—d.h. er ist durch sein Wort bzw. einen eidlich bekräftigten Vertrag gebunden,”¹⁶⁴ whereas the meaning of *inim-ma ì-gar* is “er ist ins Wort/ in den Vertrag gesetzt worden (und darin),” i.e., “er ist unter Eid genommen.”¹⁶⁵

Although Kienast is correct that both phrases refer to the promise made by the parties to the transaction, and thus broadly describe an oath, I find it difficult to accept his translation of *inim-ma an-gál* as “he stands under oath.” Most likely, *an-gál* is a phonetic

¹⁶⁰In this connection, note also the following Ur III examples of an oath where *pād* is replaced by *gál*: *inim-ba lú <lú> nu-ub-gi₄-gi₄-da mu lugal ì-gál*, “in this transaction there was/is an oath by the name of the king that they will not contest one against the other” (*NRVN* 1 3:7–8); *iti gána-maš su-su-dam mu lugal [ì]-gál*, “there was/is an oath by the name of the king to repay (the loan) in the month Ganamas” (*Eames Collection* P5:6–7 = *Sauren N.Y. Public Library* 387).

¹⁶¹For *inim-ma*, “in the agreement/transaction,” see also *inim-ba šu nu-bala*, cited in n. 114, *inim-ba šu i-bala-e* in the “Stele of the Vultures” (see 2.7.1.9), *inim PN inim-ma nu-na-gá-gá-šē* in *MAD* 4 14:12–13, cited in 2.6.3.4, *gišimmar-mu inim-ba ga-ra-ab-sum* in no. 125 (see 2.7.3), and *NRVN* 1 3:7–8 cited in the preceding note.

¹⁶²*ZA* 63, 189–190.

¹⁶³*ZA* 72, 36–39.

¹⁶⁴*Ibid.*, p. 37.

¹⁶⁵*Ibid.*, p. 37 n. 26.

spelling for *al-gál*,¹⁶⁶ and therefore *inim-ma an-gál* simply means “it (i.e., the promise) is in the agreement.” An alternative (though less likely) solution would be to interpret *an-gál* as */a-n-gal/*, “it was placed/included by him (i.e., the seller) in the agreement.” However, I am unaware of any evidence that permits the analysis of *an-gál* as a passive construction, “he was placed,” or the like.

2.7.1.9. In this connection we should mention yet another clause which bears superficial resemblance to the earlier discussed eviction clauses. Two occurrences of this clause, both stemming from Pre-Sargonic Lagaš sources, survive:

- (a) *ud an-dù* (var.: *a-dù*) *inim an-gál* (var.: *a-gál*)
ud-da inim-ba šu ì-bala-e sa-šuš-gal DN(-ka) nam e-ta-kud-rá umma^{ki}(-a)
an-ta ḫé-šuš (“Stele of the Vultures”- *Sollberger Corpus Ean. 1 xvii 12–20, xviii 14–22, xxii 15 – xxiii 8, rev. ii 7 – iii 1, v 28–41 = Steible, FAOS 5/1, pp. 120–145*)¹⁶⁷;
- (b) *ud an-dù inim an-gál*
ud-da ka-ka-na níg-ne-ru ba-gá-gá ḡ^{is}gag ka-ka-na šè-gaz (RTC 16 v 7 – vi 2).

The above clause has been extensively studied by Krecher¹⁶⁸ and Kienast,¹⁶⁹ with different conclusions. To facilitate the discussion, I cite their respective translations in full:

¹⁶⁶I base this interpretation on the examples of *an-gál* replacing the regular *al-gál* (or *a-gál*) in the phrase *x iku/sar X-a al-gál*, “located/situated in X,” in Sargonic texts from Nippur and Isin. For *an-gál*, see *PBS 9 8:3, 9:3; MAD 4 151:2* (same text has *inim-ma an-gál* in line 13); *BIN 8 178:3*; for *al-gál*, see *MVN 3 13 i 3; RA 73 (1979):5–6 iii 5, x 11*; for *a-gál*, see *ibid.* xi 22, xii 4, 15. It appears that *an-gál* and *a-gál* are phonetic spellings, reflecting the assimilation of /l/ to the following /n̄g/: */al-n̄gal/ > /an̄gn̄gal/*. Cf. Edzard’s comment, *SRU*, p. 44, on the occurrence of *an-gál* in *PBS 9 8:3*: “Da das Zeichen AN nicht das Subjekts/Objektszeichen der 3. Sg. persönlich, /n/, enthalten kann, ist anzunehmen, dass der nasale Anlaut der verbalen Basis *gál* eine Rolle bei der Wahl des Präfixzeichens AN gespielt hat.”

¹⁶⁷The inscription of the “Stele of the Vultures” records a treaty between Eannatum of Lagaš and the unnamed ruler of Umma (*lú Umma^{ki}*, “man of Umma”). In this treaty the ruler of Umma renounces his claims to the disputed tracts of Guedena. The central part of the treaty is divided into parallel sections, each section containing: (1) declaration of the ruler of Umma, addressed to Eannatum, in which he swears by the life and weapon of deity X that he shall not violate the agreement; (2) presentation of an offering by Eannatum to deity X, and his plea to that deity; (3) the present clause, which specifies the punishment to be administered by deity X, if the ruler of Umma violates the treaty.

¹⁶⁸ZA 63, 189–192.

¹⁶⁹ZA 72, 30–31, 37–41.

Krecher: (a) “Wenn jemand (das Feld) mit Beschlag belegt (oder) (vor Gericht) klagt, dann ändert er diese Abmachung; (dann) das grosse Fangnetz Enlils, bei dem der Eid geleistet ist, möge sich von oben auf Umma herabsenken”¹⁷⁰;

(b) “Wenn jemand (den Sklaven) mit Beschlag belegt (oder) (vor Gericht) klagt, dann nimmt er böse (Worte) in seinen Mund; (dann) wird ein Pflock (ihm) in seinen Mund gestossen.”¹⁷¹

Kienast: (a) “Wenn (jemand) Ansprüche erhebt, steht er (unter) Eid. Wenn er diesen Vertrag ändert, möge das grosse Fangnetz des Gottes GN, auf das er den Eid geleistet hat, auf Umma von oben her fallen”¹⁷²;

(b) “Wenn (jemand) Ansprüche erhebt, steht er (unter) Eid. Wenn er ‘Böses’ in seinen Mund ‘setzt,’ wird der übliche Pflock in seinen Mund gestossen.”¹⁷³

As regards the syntax of the clause, Krecher’s interpretation is definitely preferable. Against Kienast, one must assume that the underlying syntactic construction is *ud (...)-a ud-a*, “when/if (...) then,” which corresponds to the Akkadian *inu (...)* *inūmišu*.¹⁷⁴ I cannot, however, agree with Krecher’s (and also Kienast’s) contention that the subject of the clause is a third party (“jemand”). This is shown by the absence of *lú* in either example. Therefore, the subject must be identified as one of the transacting parties: the “man of Umma” in (a) and the seller in (b). The assumption that in (a) the subject is the Umma ruler with whom Eannatum concluded the Guedena treaty is proved by the fact that the divine net referred to in the apodosis is obviously the same one by which the “man of Umma” has sworn earlier in the inscription.¹⁷⁵

Given that *ud-da*, which introduces the apodosis, is to be interpreted as “then” (see above), the phrase *inim an-gál*, as forming part of the protasis, cannot be identical with */inim-a al-gal/* of the eviction clauses discussed earlier. Against such a possibility speaks also the absence of *-ma* after *inim* in both (a) and (b). Accordingly, I take it that *inim an-gál* contains the verb *inim . . . gál*, Akk. *baqāru*, “to vindicate,” and that the form is to be analyzed as */inim a-n-gal/*, “he contests/vindicates.” Analogically, I interpret *an-dù* as */a-n-du/*, “he detains.” The resulting translation of the clause is as follows:

¹⁷⁰ZA 63, 190–191.

¹⁷¹*Ibid.*, p. 190–191.

¹⁷²ZA 63, 41.

¹⁷³*Ibid.*, p. 41.

¹⁷⁴For *inu . . . inūmišu*, see *CAD I/J*, pp. 152–153, 162. The construction “when/if . . . then” is usually expressed in Sumerian by *ud . . . ud-ba/bi-a*. For examples, see Behrens and Steible, *FAOS 6*, pp. 345–346; *UET 1 138:19–29; 8 67:26–37, 72:1–8*; etc. Although *ud-da* may also mean “if” (see Behrens and Steible, *op. cit.*, pp. 347–348), it seems virtually certain that when it is used as a clause connector, its meaning, like that of *ud-ba/bi-a*, is “then.” Note the following passage: *egir numun-na-šè . . . ḫa-ba-ra-ab-dib-e ud-da a-šag4-ga-ni ḫa-ba-ra-uru4-ù*, “after the sowing . . . let him transfer (the seed-barley?), and then let him sow his (own) field” (*TCS 1 72:7–10*).

¹⁷⁵See *Sollberger Corpus Ean. 1 xvi 12–40, xvii 21–47*, etc.

- (a) “if he (i.e., the ruler of Umma) detains (the fields) or vindicates (them), then he shall violate this agreement, (and so) may the great *šuškallu*-net of DN, by which he has sworn, be cast down on Umma from heaven”;
- (b) if he (i.e., the seller) detains (the sold slave) or vindicates him, then he shall put deceit in his mouth,¹⁷⁶ (and so) a wooden peg should be driven through his mouth.¹⁷⁷

If this translation is correct, the clause is to be interpreted as a no-contest clause.¹⁷⁸ In (a) the ruler of Umma promises not to detain or lay claims to the fields which he had agreed to cede to Lagaš. Similarly, in (b) the seller vouches not to detain or lay claims to the sold slave.

2.7.2. *The verb inim . . . gar*

The Nippur sale document no. 26, which deals with the sale of three date palms (planted in an orchard), contains the following eviction clause:

tukumbi lú inim ba-an-gar 6 ^{giš}gišimmar sum-mu-dam mu lugal-bi ì-pàd,

“he (i.e., the seller) swore by the name of the king to give six date palms (in place of the original three palms) if someone else (i.e., the real owner) lays claims (to them).”

The protasis of the clause uses the verb *inim . . . gar*, “to lay claims, to litigate,” corresponding to the Akkadian *ragāmu* (see 2.6.3.4). In spite of the fact that only the “claim” of a third party is mentioned, it is clear from the apodosis that the protasis also implies the failure of the seller to defend the title and the eviction of the buyer of the property in question.

The apodosis prescribes that in the event of the buyer’s eviction the seller will give a substitute orchard, with twice the number of date palms.

No parallel eviction clauses with the verb *inim . . . gar* are attested before Ur III times. Later analogues are provided by the OB clauses whose protases read *rāgim iraggamu*, *bāqirān ibaqqaru*, and *bāqir ibaqqaru* (see examples *d*, *e*, and *f* in 2.7.6).

¹⁷⁶For ka-ka-a . . . gar, “to put (words/oath/spell) in the mouth,” see mu dingir-ra ka-ka-na in-gar = *ni-iš* DINGIR *i-na* KA-*šu* *iš-kun* (Ai. VI ii 26–27); nam-šub ù-me-si ka-ka-na ù-me-gar, “after you have cast the spell, after you have placed it in his mouth” (B. Alster, *Or. NS* 41 [1972]:357 lines 25–26).

¹⁷⁷Note that in the two Pre-Sargonic clauses discussed earlier (2.7.1.6), both of which come from sale documents inscribed on clay cones, the mutilation was to be performed by “this peg,” i.e., the peg on which the cone had been mounted. In contrast, the present example, which comes from a sale document inscribed on a regular tablet, calls for the use of “a peg.”

¹⁷⁸This is also Kienast’s conclusion. See ZA 72, 38–39.

2.7.3. *The verb inim . . . gi-(n)*

The only Ur III sale document using an eviction clause with the verb *inim . . . gi-(n)* is no. 125 (provenience unknown), which deals with the sale of eight sar of uncultivated land. The clause reads as follows:

mu lugal in-pàd tukumbi inim nu-gi-in ^{giš}gišimmar-mu inim-ba ga-ra-ab-sum bí-dug₄,

“he (i.e., the seller) swore by the name of the king: ‘If I do not confirm it (i.e., the land) (to you) (or: if it is not confirmed), I will give you my own date palms in this transaction,’ he declared.”

I assume that the protasis describes a situation in which the sold property is claimed by a third party and the seller fails to defend (lit. “confirm”) the buyer’s title to it. For the verb *inim . . . gi-(n)*, “to confirm, to guarantee,” lit.: “to make the word firm,” see 2.11.1.3.

The apodosis stipulates that the seller will give his own orchard (text: palms) to the buyer as compensation for the lost real estate. Since the property in question consisted of an uncultivated plot (KI.UD), which the buyer has apparently intended to plant with date palms, the value of the substitute orchard, already planted with date palms, would have been at least double the price paid, perhaps even much more.

To my knowledge, this clause finds no parallel in sale documents from other periods.

2.7.4. *The construction arugimānē rašû / ní . . . tuku*

Self-sale no. 127 (origin unknown), which is written in Akkadian, uses an eviction clause with the construction *arugimānē rašû*. Quite understandably, in this particular instance the warranty was assumed by the guarantor. The clause reads:

um-ma PN *ni-iš* LUGAL *it-ma šu-ma* GÉME *a-ru-gi-ma-ni ir-da-ši-i a-na-ku-ù lu* GÉME,

“PN (i.e., one of the two guarantors) swore thus by the name of the king: ‘If the slave woman has claims (on her), I will become a slave woman (in her place).’”

For *arugimānē rašû*, “to have/acquire claims,” see the commentary to no. 127. An example of similar clause is found in the Umma text no. 94**:

tukumbi [s]ag-e ní ba-an-tuku [s]ag sag dím-da PN-e mu lugal in-pàd,

“PN (i.e., the seller) swore by the name of the king to ‘produce’ a ‘head’ (for ‘head’ if the ‘head’ (i.e., the sold woman) acquires a claim(?)).”

If my interpretation of ní ba-an-tuku as a phonetic spelling of ní(g) ba-an-tuku is correct (see the commentary to that text), ní . . . tuku could be compared to *arugimānē rašû* of the preceding clause.

As in the case discussed under 2.7.2, the protasis of either clause refers specifically to a successful third-party claim, i.e., a claim which will result in the buyer's eviction. This is shown by the provisions of the apodoses.

In each case the damages prescribed is a simple restitution. In the first clause the guarantor is to substitute bodily for the sold woman. In the second example the seller is to provide another slave. These two clauses, for which there are no analogues before Ur III times, may be considered forerunners of the OB clause using *inim-gál-la . . . tuku / baqrē rašû* and the Nuzi clause with *bāqirāna/pirqam rašû* (see examples *a* and *l* in 2.7.6).

2.7.5. Title warranty

The Nippur text no. 44, which deals with the sale of a woman, contains the following clause: *mu lugal géme-gá ħi-a (= ħé-a) bí-in-du (= bí-in-dug₄)*. According to the interpretation adopted here, this clause is a sworn declaration of the seller that he is the rightful owner of the sold woman: "By the name of the king, she is truly my slave woman!, he declared."¹⁷⁹ It appears that by making such a declaration the seller assumes an obligation to defend the buyer's title and, should he fail to do so and the eviction is carried out, to pay damages. If so, this clause could be classified, at least as far as its legal intent is concerned, as a form of eviction clause.

A different explanation of the clause is possible if one assumes that its subject is not the seller but the buyer.¹⁸⁰ In the latter case the clause would have to be translated: "By the name of the king, may she become (or: she has truly become) my slave woman, he declared." One could then speculate that by making such a declaration the buyer asserted his title to the purchased woman.¹⁸¹

The fact, however, that the declaration was made under oath makes this interpretation rather unlikely, since the oath would imply the existence of some obligation on the buyer's part, and it is difficult to think of any obligations that the purchase of a person could impose on the buyer (unless it should be the responsibility for his or her well-being). Against such a possibility speaks also the fact that the buyer's declarations/actions are generally ignored in cuneiform sale documents, due to their pro-buyer bias.¹⁸²

¹⁷⁹For the grammar of the clause, see the commentary to no. 44.

¹⁸⁰Note that Kraus, *JCS* 3 (1949):103 and n. 40, translated this clause "beim König, 'sie soll meine Sklavin sein' hat er gesprochen," but was reluctant to attribute this declaration to the buyer.

¹⁸¹Cf. here the formula which appears in Old Assyrian sale documents: *am-tum a-ma-sà*, "the slave woman (is) now her (i.e., the buyer's) slave woman" (*ICK* 1 19:5-6 - tablet, 11 - envelope); *a-ma-su*, "(she is now) his (i.e., the buyer's) slave woman" (*TCL* 21 252:11). Cf. Kienast, *Kaufvertragsrecht*, pp. 52-53. This formula was compared by J. Muffs, *Studies*, p. 21 n. 1, to the Aramaic transfer clause *zylk hw*, "it (i.e., the house) is yours." Note, however, that the Aramaic declaration was made by the seller.

¹⁸²See 4.2.

2.7.6. The comparison of the Ur III eviction clauses shows that in the event of eviction the seller or the guarantor was liable for damages, which could be either *duplum* (nos. 26, 125?) or simple restitution (nos. 36a, 36b, 94**, 127). We have seen that the principle of damages was also operative in the eviction clauses recored in the Sargonic texts *MAD* 4 151, 153, and *BIN* 8 172, all three of which stipulate the payment of *duplum*. In contrast, in the earlier-discussed Pre-Sargonic clauses (*DP* 31; *TIM* 9 94) the prescribed penalty is corporal punishment. This suggests that the Pre-Sargonic law still recognized the right of blood-feud, and, as such, it constituted a more archaic stage of development.

The eviction clauses found in Old Babylonian and later sale documents are the continuation, regarding both their form and legal import, of the tradition represented by their Sargonic and Ur III counterparts. In order to demonstrate this point I offer below a listing of the most representative types of eviction clauses from the Old Babylonian through Achaemenid periods:

Old Babylonian

- (a) *ud kúr-šè tukumbi OS inim-gál-la ba-an-tuku inim-gál-la OS S ba-ni-ib-gi₄-gi₄* (OS *baqrē irtaši OS baqrēšu S itanappal*, "if in the future OS has/acquires claims, S will be responsible for (lit.: will answer) the claims."¹⁸³
- (b) *inim-gál-la OS S in-na-an-gub-bu (ana baqrē OS S izzaz)*, "S is responsible (lit.: stands) for the claims on OS."¹⁸⁴
- (c) *ud kúr-šè ud nu-me-kam inim-gar-ra é 1 ma-na kug-babbar ì-lal-e*, "in the future, in the event of a claim on the (sold) house, (S) will weigh out 1 mina of silver" (*VAS* 13 65:9-11 - Larsa; see also *TCL* 10 5:10-17).
- (d) *ra-gi-im i-ra-ga-mu 1 MA.NA KUG.BABBAR Ì.LAL.E*, "(if) a claimant lays claims (to the sold property), he (i.e., S) will weigh out 1 mina of silver" (*ARM* 8 5:8-9 - Mari; see also *ARM* 8 4:8-10, 8:8-9).
- (e) *ba-qi-ra-an i-ba-qa-ru-šu-nu-ti 1 MA.NA KUG.BABBAR IN.NA.A[N.LAL.EŠ]*, "(if) a claimant lays claims to them (i.e., the men who sell themselves into slavery), they (themselves) will weigh out 1 mina of silver" (*YOS* 8 31:12-14 - Larsa; see also *TCL* 10 10:11-15).
- (f) *ba-qir i-ba-aq-qa-ru 2 MA.NA KUG.BABBAR Ì.LAL.E ù li-ša-an-šu iš-ša-la-ap*, "(if) a claimant lays claims (to the sold property), he (i.e., S) will weigh out 2 minas of silver or his tongue will be torn out" (*UCP* 10 nos. 11:18-20, 22:18-19, 52:17-18, 90:17-18; *TIM* 5 19:15-16 - all from the Diyala region).

¹⁸³San Nicolò, *Schlussklauseln*, pp. 196-197; Matouš, *ArOr* 18/4, 46-49. Abbreviations: B = Buyer; G = Guarantor; OS = Object of Sale; S = Seller.

¹⁸⁴San Nicolò, *Schlussklauseln*, pp. 142-143; Matouš, *ArOr* 18/4, 44-46.

- (g) INIM.[G]ÁL.LA.A.BI A.ŠAG₄ S [B]A.NI.IB.GI₄.[GI₄] INIM.GÁL.LA A.ŠAG₄ u-ul [x]-[. . .] i-na GN 6 IKU A.ŠAG₄ i-na ŠUKU KÁ a-li i-n[a-ad-dí-in], “S is responsible for claims on the (sold) field (of 6 iku); (if) he does not [clear(?) it], he will give 6 iku of (his) prebend-field, (located) in GN at the city gate” (RA 69 [1975]:126–127 no. 9:14–19 - Larsa).

Old Assyrian

- (h) *šumma mamman ana B itū-ar S ubbabšu*, “if someone returns to B with claims, S will clear him of claims” (Hecker Giessen 3:6–10 = Kienast, *Kaufvertragsrecht*, p. 133 no. 20).
- (i) *šumma aššumi amtim ana B mamman itū-ar(šim) G₁ u G₂ amtam ana B ubbubūšim šumma amtam lā itabbibūšim 1 MA.NA KUG.BABBAR liti G₁ u G₂ ana B išaqqulišimma u amtam itarrū*, “if someone returns to B (= a woman) regarding the (sold) woman, G₁ and G₂ will clear the (title to the) slave woman for her (i.e., B); if they do not clear the (title to the) slave woman for her, G₁ and G₂ will weigh out for B 1 mina of . . . silver, and (then) one will take the slave woman away” (ICK 1 19 lines 10–21 [tablet], 14–25 [envelope] = Kienast, *op. cit.*, pp. 144–145 no. 28).
- (j) *šumma mamman aššumi amtim lū tusinnum lū bēl hubullim ana B₁ u B₂ itū-ar 1/2 MA.NA KUG.BABBAR S₁ u S₂ išaqqulū*, “if someone, be it the *tusinnu*¹⁸⁵ or the creditor, returns (with claims) to B₁ and B₂ regarding the (sold) slave woman, S₁ and S₂ will weigh out 1/2 mina of silver” (BIN 4 209:7–17 = Kienast, *op. cit.*, p. 110 no. 5).¹⁸⁶

Middle Babylonian

- (k) ÁB.GAL ip-pa-qar-ma ša 1 ÁB.GAL 2 ÁB.GAL S B i-ta-*nap-pal*, “(if) the (sold) cow is claimed (by someone), S will give to B two cows in place of one cow” (UET 7 33:7–11; see also UET 7 21, 22, 27, 30, 31, 34; BE 14 128a; Petschow MRWHS 3).

Nuzi

- (l) *šum-ma PN pa-qí-ra-na TUKU ù S₁ ù S₂ ú-za-ak-ku-ú-ma a-na B SUM-nu ù šum-ma PN la uz-zi-ik-ku-ú ù 2 LÚ.MEŠ ša ki-i PN ep-šu ša GN a-na B SUM-nu*, “if PN (i.e., the sold slave) has a claimant, S₁ and S₂ will clear him (i.e., the slave) and restore to B; if (however) they do not clear him, they will provide B with two men from GN, who are like PN” (AASOR 16 37:13–21).

¹⁸⁵For this term, see Kienast, *Kaufvertragsrecht*, pp. 65–66.

¹⁸⁶For other examples of OA eviction clauses, see *ibid.*, pp. 58–61.

Neo-Babylonian / Achaemenid

- (m) *ina u₄-mu si-ḫu-ú u pa-qí-ra-nu ina muḫ-ḫi it-tab-šu-ú S ú-tar-ram-ma a-na B i-nam-din*, “if there is a plaintiff or a claimant (regarding the sold slave), S will restore it (i.e., the price) and give to B” (TCL 12 27:6–9).
- (n) *ina u₄-mu pa-qa-ri a-na muḫ-ḫi LÚ.ÁRAD šu-a-tim it-tab-šu S LÚ.ÁRAD šu-a-tim ú-mar-ra-qa-am-ma a-na B i-nam-din ki-i la nu-dam-ri-qu-ma la it-tan-nu 1 MA.NA KUG.BABBAR i-nam-din*, “if there is a claim on this slave, S will clear him (i.e., the slave) and restore to B; if he does not clear (him) and restore (to B), he will give (B) 1 mina of silver” (PBS 2/1 113:8–12).

We can see that most of the above clauses display basically the same structure as their earlier counterparts: if a third party lays claims to the sold object (protasis), the seller is obliged to compensate the buyer (apodosis). As in the Sargonic and Ur III clauses, the claim meant is specifically that which will lead to the eviction of the buyer. What would happen in real life is that, in the event of a third-party claim, the buyer would first request the seller to defend his title. If the seller succeeded in doing that, his obligation ended there. It was only when he failed to refute the claim and the buyer was evicted of the property in question that the seller became liable for damages. However, the seller's obligation to defend the title, though logically ensuing from the protasis, is spelled out comparatively rarely in the apodosis. In the instances where such a stipulation is made (as in *a*, *b* and *h*), the clause is to be classified more correctly as a “defense clause.”¹⁸⁷ In most other examples cited here, the clause is to be interpreted as a conflated sequence of the defense and eviction clauses, in which the apodosis of the defense clause and the protasis of the eviction clause have been omitted (*c*, *d*, *e*, *f*, *j*, *k*, *m*). This assumption is corroborated by examples *g*, *i*, *l*, and *n*, which show the postulated sequence of the defense and eviction clauses.

As for the damages stipulated by the OB and later eviction clauses, it could be either *duplum* (*k*, *l*) or simple restitution (*g*, *m*) or a standard fine (*c*, *d*, *e*, *f*, *i*, *j*, *n*). Occasionally, eviction clauses also prescribe corporal punishment, but generally only as a punitive measure safeguarding against the seller's failure to pay the fine (as in *f*).¹⁸⁸

¹⁸⁷Defense clauses are also found in Nuzi and Achaemenid sale documents. In the former texts the clause is an abbreviated version of *l* (see, e.g., RA 23 [1926]:142 no. 2:24–27); in the latter it is an abbreviation of *m* (see, e.g., PBS 2/1 173:11–13). Cf. also the following defense clauses of Alalakh sales: *šum-ma EN-el TUKU S ú-za-ki-šu*, “if (the sold slave) has a claimant, S will clear him” (Alalakh 66:8–9, also 74:11–13); *šum-ma EN ú-še-la šu-nu-ma ú-za-ku*, “if a claimant comes up (with claims to the sold slave), they (i.e., the sellers) will clear (him)” (*ibid.*, 67:9–11, also 68:10–11).

¹⁸⁸For other examples of clauses prescribing corporal punishment as an alternative to fine, and for corporal punishment in general, see Hackett and Huehnergard, *Harvard Theological Review* 77, 259–275.

A comparison of the provisions of the extant eviction clauses suggests that the earliest and probably the original form of penalty for the breach of agreement, documented in the Pre-Sargonic period, was corporal punishment. However, already by Sargonic times the principle of compensation became operative. This development, by which the primitive right of blood-feud is replaced by the payment of damages, is a universal phenomenon in the history of law. As a society becomes more developed, the injured party no longer seeks vengeance, agreeing instead to accept compensation, most commonly either the equivalent of the purchase price or *duplum*. The exact amount of damages was originally decided by an agreement between the parties, but later the law required the injured person to accept a prescribed compensation, and thus the concept of standard fine developed.¹⁸⁹ Although standard fine is documented already in the Sargonic period,¹⁹⁰ it appears that it was not until Old Babylonian times that it became generally accepted. From then on standard fine was by far the most common form of damages, although simple restitution and *duplum* persisted as well.

2.8. Warranty against delinquency

2.8.1. The warranty against delinquency protects the buyer against the possibility that the purchased person might refuse to work. The only Ur III sale document recording such a warranty is no. 45, which comes from Nippur and dates to IS 3. The clause in question reads:

tukumbi gá-la in-dag(!) ne-me arad ھا-me /nemeš arad hemeš/,

“(the sellers swore by the name of the king)¹⁹¹ that, if she (i.e., the sold woman) stops working, they will become slaves (in her place).”

The protasis of the clause uses the verb gá-la . . . dag, in OB and later texts written also gá(-la)¹⁹² or gál-la . . . dag, which corresponds to the Akkadian *naparkû*, “to stop, cease doing something, to desist from work,” also “to retreat, to leave.” See especially ba-úš ba-an-záh ugu bi-an-dé-e gá-la ba-an-dag ù tu-ra ba-ab-ak = *im-tu-ut iḫ-ta-lik it-ta-ba-ta it-ta-pa-ar-ka ù im-ta-ra-šu*, “(if a man hires a slave, and then the slave) either dies or vanishes or escapes or stops working or gets sick” (Ai. VII iv 16–19); gá ba-an-dag = *it-ta-pa-ar-ku*, ud gá ba-an-dag = *u4-mu šá ip-par-ku-ú* (Hh. I 366–367). For other examples, see CAD N/1, p. 279 (lexical section of *naparkû*). Another Akkadian equivalent of gá-la . . . dag is *egû*, “to be neglectful of duty.” See gál-la dag = *e-gu-u* (Nabnitu IX 136).

¹⁸⁹Cf. G. R. Driver and J. C. Miles, *The Babylonian Laws* 1 (Oxford, 1952), pp. 500–503.

¹⁹⁰See UCP 9, p. 205 no. 83 iv 10–12, cited in n. 114.

¹⁹¹I assume that the oath that accompanies a no-contest clause in this text extends also to the warranty against delinquency.

¹⁹²The spellings gá-la and gá should probably be interpreted as gal_x(GÁNA)-la and gala_x(GÁNA) respectively, where gal(a)_x would be a phonetic alternate of gána.

I assume that in our example gá-la . . . dag means “to stop working, to refuse to work,” by analogy with its usage in the delinquency clauses of Ur III hire agreements and antichretic loans (see 2.8.2). However, considering that the present transaction involves the permanent transfer of a person, as contrasted with hire agreements and antichretic loans where the transfer, at least theoretically, is only temporary, it cannot be excluded that in this particular instance flight rather than refusal to work is meant.¹⁹³ Such an interpretation of gá-la . . . dag would not be incompatible with the semantic range of *naparkû*, one of whose meanings is “to retreat, to leave” (see above).¹⁹⁴

The apodosis stipulates that if the sold woman stops working (or flees), the sellers, who appear to have been her brothers, will substitute for her with their own persons. Since there were two sellers, a double restitution (*duplum*) is prescribed.

If this interpretation is correct,¹⁹⁵ we would find here important evidence that the seller could, at least under certain circumstances, be given as the substitute for a negligent (or a runaway) slave. One may speculate that such a provision would have been applicable only to transactions involving the sale of relatives; the possibility that the seller could be bodily responsible for a chattel-slave seems highly unlikely.¹⁹⁶

2.8.2. In this connection it should be noted that the identical protasis is employed also in Ur III hire agreements and antichretic personal loans. See the following examples:

tukumbi gá-la ba-dag še 6 sila-ta a-ág-dam mu lugal-bi in-pàd,

“she (i.e., the mother of the hired boy) swore by the name of the king to measure out 6 sila of barley (for) each (day), if he stops working” (*TMHC n.F.* 1/2 24:11).

tukumbi PN ud 1-àm gá-la in-dag 10(sìla) še-ta ì-ág mu lugal-bi in-pàd,

¹⁹³For the warranty against flight, see 2.9.

¹⁹⁴This sense of *naparkû* seems to be more common than the dictionaries are willing to acknowledge. Note, e.g., the passage *girseqê ša ipparkû itašbatūma ana šer belija [u]tarrūniššunūti* (*ARM* 2 35:20–22), which CAD N/1, p. 280a, translates “the *girseqū* who have stopped working have been caught and (the officials) will return them to my lord.” Obviously, what this passage implies is that the *girseqū* actually ran away, and not that they simply stopped working.

¹⁹⁵For the grammar of the clause, see the commentary to no. 45:9–10.

¹⁹⁶A similar obligation is assumed by the guarantor in no. 127, which deals with the self-sale of a woman. See 2.7.4. Note, however, that in that text the promise to substitute bodily for the sold woman was made in the context of eviction and not delinquency. Beside no. 45 the only example of the buyer promising to substitute for the sold person I know of comes from the OA sale document *ICK* 1 27 = Kienast, *Kaufvertragsrecht*, pp. 117–119 no. 10, in which a mother sells her daughter. The text stipulates that if the mother seizes her daughter, she will have to pay 1 mina of silver (i.e., twice the purchase price), and then she will be able to take her away; however, if someone else (i.e., her real owner) seizes her, the buyer will seize the mother. It is notable that in this example, too, the promise of personal substitution was made in the context of eviction.

“she (i.e., the mother of PN) swore by the name of the king that, if PN stops working for one day, (for) each (day) she will measure out 10 sila of barley” (NATN 98:7–10).

tukumbi gá-la ba-an-dag á ud-da 5 sila ág-e-dam mu lugal-bi ì-pád,

“he (i.e., the borrower) swore by the name of the king to measure out 5 sila (of barley) as daily wages, if she (i.e., the pledged woman) stops working” (TMHC n.F. 1/2 32:7–10).

ud 1-àm gá-la nu-dag-da mu lugal-bi ì-pád,

“he (i.e., the borrower) swore by the name of the king not to stop working for (even) one day (referring to the pledge, his son)” (M. Sigrist, *AUCT* 2 259:11, in press).

For similar clauses in Old Babylonian antichretic loans, see *RA* 54 (1960):30 no. 35:10–11; *PBS* 13 39 i 7'–11' (probably a model contract).

2.8.3. As far as I know, the warranty against delinquency does not occur in OB and later sale documents. The only exception here is provided by the following clause, which is recorded in the OB sale document *RA* 69 (1975):134 no. 11:8–13:

UD KÚR.ŠÈ PN *i-pa-ra-ku-ú-ma* ¹PN₂ ù PN₃ PN₄ IN.NA.AB.GI₄.GI₄.E.NE MU LUGAL.LA.BI [I]N.PÀD,

“PN₂ and PN₃ (i.e., the sellers) swore by the name of the king that, (if) in the future PN (i.e., the sold woman) stops working, they will compensate PN₄ (i.e., the buyer).”

In this particular instance the sellers were siblings (brother and sister) of the sold woman. Although the nature of the compensation is not stated, the clause most probably calls for the repayment of the purchase price.

2.9. Warranty against flight

2.9.1. The only example of a clause referring, though in an oblique way, to the seller's responsibility for a runaway slave, comes from no. 94**. The clause reads:

ú-gu a-ba-dé-a ba-úš PN-e PN₂ inim nu-un-gá-gá,

“(if) she (i.e., the sold woman) vanishes/flees, and subsequently dies, the buyer (against) the seller will not lay claims (on her account).”

The interpretation of the clause is not free of uncertainties. Although it would be tempting to translate *ú-gu a-ba-dé-a ba-úš* simply as “if she vanishes or dies,” such a possibility in my view is excluded by the fact that the form *a-ba-dé-a* is a prospective,

which means that the second action (“dying”) is temporally subordinated to, and is a logical outcome of, the first action (“vanishing”).¹⁹⁷

If we accept this understanding of the grammar, then the obligation of the seller (or rather, the conditions which will make his obligation void) can be interpreted in two different ways: (1) the seller is not responsible for the slave woman if her death is a consequence of her having disappeared; in other words, he is liable for her death under all but that circumstance; (2) he is responsible for her disappearance, but only if the disappearance does not result in death; in other words, he is liable for her disappearance but not for her death.

Of these two interpretations, the first is definitely less preferable, since it is difficult to imagine a situation in which the seller would be willing to assume an obligation against the slave's death, especially so broadly delineated.¹⁹⁸ I take it, accordingly, that the present clause makes the seller responsible for the disappearance/flight of the slave woman, at the same time expressly stipulating that he bears no liability for her death. The implication apparently is that, in the event of the disappearance or flight of the sold woman, the seller will search for her and bring her back to the buyer. If, as it seems quite likely, she was related to the seller, the possibility of his failing to find her would have been very small, and thus the seller could undertake such an obligation with little personal risk. In the unlikely case that he failed to find her, he would probably be obliged to give a substitute slave woman. If, however, it turned out that she has died, he could no longer be held responsible.

It is notable that, as the clause is phrased, it is the buyer who promises not to lay claims in the event of the sold woman's death; and thus, the clause appears to spell out the buyer's obligations. In fact, however, this formulation is a roundabout way of describing the extent of the seller's duties.

The verb *ú-gu . . . dé* is equated in lexical texts primarily with *na²butu*, “to run away, to flee,” and secondarily with *ḫalāqu*, “to disappear, to vanish, to become missing or lost, to escape.” See *CAD* A/1, pp. 45; H, p. 37. That the Babylonian lexicographers considered *na²butu* to be the main equivalent of *ú-gu . . . dé* is shown best by Ai. VII iv 16–17¹⁹⁹ and Hh. I 364–365, where *ú-gu . . . dé* is translated by *na²butu*, and *ḫalāqu* is given as the translation of *zāḫ*. It needs to be noted, however, that in 3rd mil. texts the meaning “to escape” (*na²butu*) is expressed by *zāḫ* and not by *ú-gu . . . dé*. *ú-gu . . . dé*, in contrast, seems to mean “to vanish, to get lost” (*ḫalāqu*), since it is

¹⁹⁷Another argument against such a possibility may be the fact that in the delinquency clauses of OB hire contracts the sequence is invariably *imāt iḫalliḫ*, “(if) he dies or flees,” and not vice versa. See *VAS* 8 123:11–12; *JCS* 9 (1955):70 no. 3:7–8; Ai. VII iv 16–17; Hh. I 364; etc.

¹⁹⁸A warranty against death does not figure in any extant cuneiform sales. OB sale documents occasionally offer a warranty, limited to one month, against the *bennu* disease. See Wilcke, *WO* 8 (1976):258–260. A similar provision, protecting the buyer against the *šibtu* and *bennu* diseases and valid for one hundred days, occurs in Neo-Assyrian sale documents. See Postgate, *Legal Documents*, p. 26.

¹⁹⁹Cited in full in 2.8.1.

said almost exclusively of objects and animals.²⁰⁰ This suggests that, contrary to the lexical tradition, the original equivalent of ú-gu . . . dé was *halāqu*, and not *na>butu*. For this reason, the preferred translation of ú-gu . . . dé in the present clause must be “to vanish, to disappear.”

2.9.2. The existence of a warranty against flight in Ur III law is also implied by text S.3, which records an agreement relating to an earlier sale. In that text the seller’s wife promises to give the buyer a substitute slave woman as a replacement for the one that has escaped. Since the text specifies the date of the flight, it is possible that, as in later periods (see 2.9.3), the warranty against flight was only of limited duration.

Additional evidence for the existence of such a warranty may be sought in a fragmentarily preserved Ur III legal text, possibly a sale document, which contains the following clause: [P]N-ke₄ mu lugal tukumbi ud-da-ta PN₂ ù dumu-mu-ne ha-ba-zàh-dè-éš 2 géme g[la-ab-sum] bí-[in-d]u_g4, “[P]N has declared: ‘By the name of the king! If from this day on PN₂ and my children escape, I will give two slave women in their place’” (ITT 5 9594 rev. 1–4 = ZA 55 [1963]:68). Further, note our suggestion that the earlier-discussed “delinquency clause” (2.8) may actually entail a warranty against flight.

2.9.3. In general, warranty against flight is a very rare phenomenon in cuneiform sale documents. The only texts which record such a provision are Seleucid and, less commonly, Neo-Babylonian sales. Both in the Seleucid and Neo-Babylonian sales the warranty clause reads: *pūt lā halāqu ša PN adi 100 ūmē PN₂ ù PN₃ našū*, “PN₂ (i.e., the seller) and PN₃ (a third party) are responsible for the flight of PN up to one hundred days.”²⁰¹ In addition, one NB sale document contains a clause which stipulates that the seller is responsible for the escape and death of the sold person, but it does not specify the duration of this warranty: *pu-ut hi-li-qu ù mi-tu-tu šá IPN a-di-i tup-pi a-na tup-pi IPN₂ ù SALPN₃ na-áš-šu-ú*, “PN₂ and PN₃ are responsible for the death and flight of PN according to the tablet for the tablet” (Nbk. 346:8–11).

To my knowledge, the only example of a similar provision in sale documents from other periods is found in the OB text RA 54 (1960):34–35 no. 38:10–14, in which the guarantors promise to return the purchase price if the sold man escapes (see 2.11.4). In this connection, we may also mention the clause recorded in a Nuzi *māriutu* document, which makes the father of the adopted (= sold) girl responsible to the adoptor for her flight: *šum-ma SALPN bi-ra-an-ku-um-ma DŪ-uš IPN₂ SALPN ū-ba-aḫ-ḫa-ma ū-ba-la-ma a-na SALPN₃ i-na-an-din šum-ma IPN₂ SALPN la ū-za-ak-[k]a₄ ù la ū-ba-aḫ-ḫé a-na SALPN₃ la i-na-an-din ù SALPN₃ IGI.MEŠ-šu ša IPN₂ i-na-ap-pa-lu*, “if PN runs away, PN₂ shall search for PN and bring (her) back, and hand (her) over to PN₃; (however) if PN₂ does not clear PN (of claims), and does not search for (her) and hand (her) over to PN₃, then PN₃ may pluck out PN₂’s eyes” (AASOR 16 52:17–19).

2.10. Oath

2.10.1. The oath²⁰² occurs in the extant Ur III sale documents in connection with the no-contest, eviction, delinquency, and flight clauses. The oath and the corresponding clause form a single syntactic unit, with the oath as the main sentence and the clause, a subordinate sentence. Although the oath is a part, both grammatically and functionally, of the clause it accompanies, for reasons of convenience we have treated it in this study as a separate unit.

The oath is attested in eighty-two sale documents belonging to this corpus. In two instances (nos. 81, 127) the text records two separate oaths, the first oath being taken by the seller, and the second by the guarantor. In contrast, in sale documents nos. 45 and 94** and in the warranty-statement no. 36b, one oath accompanies two different clauses.

There are fifty-two occurrences of an oath in connection with the no-contest clause (nos. 1, 9, 12, 14, 18, 22, 24, 25, 27, 29, 30, 32, 33, 36b, 37, 41, 42, 45, 46, 47, 49, 50, 53, 54, 59, 60, 63, 66, 77, 78, 79, 81, 83, 84, 88, 95, 96, 97, 99, 101, 102, 104, 105, 106, 107, 109, 113*, 115, 116, 117*, 120, 127). In seven instances the oath accompanies an eviction clause (nos. 26, 36a, 36b, 44, 94**, 125, 127), and, in one case each, a warranty against delinquency (no. 45), a warranty against flight (no. 94**), and an unspecified declaration of the guarantor (no. 81). In three cases the clause/declaration is unintelligible or not preserved (nos. 31, 34, 38). There are also twenty-one examples of an oath without any clause (nos. 16, 17, 21, 35, 52, 56, 57, 65, 68, 69, 72, 73, 74, 76, 82, 87, 113, 114, 117, 119, 124). These should probably be interpreted as abbreviated spellings of the no-contest clause (see 2.10.2).

The regular form of the oath is *mu lugal-bi in-pàd(-dè-eš)*, “he/they swore by the name of the king.” The Sumerian construction *mu lugal(-ak) . . . pàd* corresponds to the Akkadian *niš šarri tamū/zakāru*. See *mu lugal-bi in-pàd = ni-iš LUGAL-šu iz-kur* (Ai. VI ii 28); [*mu lugal-bi téš-bi in-pàd-dè-eš*] = *né-eš LUGAL iš-te-ni-iš is-qu-ru* (ibid. IV iv 50-51); *mu dingir-bi in-pàd = MU DINGIR-šú-nu it-mu-u, téš-bi mu lugal-bi in-pàd-da-e-meš = MU LUGAL-šú-nu iš-te-ni-iš is-qu-ru* (Hh. I 312-314); [*in-pàd*] = *is-qu-ur, it-ma* (Ai. I iii 19-20).

In one text (no. 82), *mu lugal-bi* is replaced by *zi lugal*, “life of the king.” For other examples of *zi lugal* in Ur III sources, see Oppenheim, *Eames Collection*, p. 140; Falkenstein, *NSGU* 1, p. 63 n. 6; Sollberger, *TCS* 1, p. 189; *NATN* 971:5; BM 13966 (unpubl.).

Noting the Ur III examples of *zi lugal*, Oppenheim suggested that in *mu lugal (-bi)*, *mu is* to be translated as “life,” for which he sought further evidence in the lexical

²⁰²For a general discussion of the oath in cuneiform law, see S. B. A. Mercer, *The Oath in Babylonian and Assyrian Literature* (Paris, 1912); San Nicolò, *RLA* 2, pp. 305–315 (under “Eid”). For the oath in the Ur III and earlier periods, see Mercer, *JAOS* 33 (1913):33–50; Falkenstein, *NSGU* 1, pp. 63–72; Edzard, *AS* 20, pp. 63–98. For the Old Babylonian oath, see Mercer, *AJSL* 29 (1912–13):65–94; A. Walther, *Gerichtswesen*, pp. 104–105, 191–211, 223–227; Koschaker, *Or.* NS 4 (1935):46–65.

²⁰⁰For examples, see Falkenstein, *NSGU* 3, p. 171; Sollberger, *TCS* 1, p. 107.

²⁰¹Petschow, *Kaufformulare*, p. 70.

equations of mu with *nīšu*, and the fact that the Akkadian idiom is *nīš šarri tamū*.²⁰³ However, as pointed out by Falkenstein,²⁰⁴ the more likely solution is that the Sumerian idiom actually was “(to swear by) the name of the king,” whereas *zi lugal* is a translation of *nīš šarri*.²⁰⁵

In several instances the demonstrative suffix *-bi*²⁰⁶ after *mu/zi lugal* is omitted (nos. 17, 32, 66, 69, 72, 82, 94**, 115, 117, 124). Four texts from Nippur (nos. 36a, 36b, 41, 47) provide *lugal* with a phonetic indicator *al*. For this spelling, cf. Sauren, *ZA* 59, 48.

The following forms of the verb *pād* are attested in the oath:

in-pād, “he swore”²⁰⁷: nos. 25, 31, 34, 35, 36a, 42, 45, 46?, 49, 52, 73, 74, 76, 78, 81 (twice), 83, 87, 88?, 94**, 95, 96, 107, 114, 116, 117, 117*, 120, 125, 127.

ì-pād: nos. 14, 24, 26, 41, 47, 79, 82, 106, 115.

in-na-an-pād, “he swore for him”: no. 65.

in-pād(-dè)-éš, “they swore”: nos. 12, 22, 33?, 36a, 54?, 66, 97 (wr. *-eš*), 102 (wr. *-dè*), 109.

ì-pād(-dè)-éš: nos. 21?, 50, 53, 113*?.

ìb-da-pād, “they swore together”: nos. 17 (wr. *ib-*), 32, 104 (wr. *-p[a]*).

ba-pād, “(the oath) was sworn”: nos. 56, 68, 69, 72.

al-pād, “(the oath) was sworn”: nos. 27, 57 (wr. *-pa*), 59, 60, 63, 124 (wr. *-pa*).

pād-da, “(the oath was) sworn”: no. 77.

pād: no. 101.

Text no. 44 uniquely quotes the oath and the accompanying declaration as they were actually pronounced by the seller: *mu lugal géme-gá hi-a bí-in-du*, “he declared: ‘By the name of the king, she is truly my slave woman!’”²⁰⁸ For other examples of such quotations, see 2.10.2.

²⁰³*Eames Collection*, p. 140.

²⁰⁴*NSGU* 1, p. 63 n. 6.

²⁰⁵Such an assumption is complicated, however, by the occurrences of *zi DN* in the oaths recorded in the “Stele of the Vultures.” For the examples, see 2.10.5.

²⁰⁶Meaning “the (king),” i.e., “the reigning king.” Cf. the usage of *-bi* in *inim-bi*, discussed in 2.3.1.3 and n. 59.

²⁰⁷Some of the examples of *in-pād* (e.g., nos. 25, 45, 49, 88, 120) must be translated “they (i.e., the seller and the buyer) swore,” because the text uses *lú lú*, “one against the other.” The same applies to the occurrence of *ì-pād* in no. 41.

²⁰⁸For this clause, see 2.7.5.

Two Akkadian sale documents from this corpus use the construction *nīš šarri tamū*: *ni-iš LUGAL-im it-ma-ù*, “(these are the witnesses in whose presence) he swore by the life of the king” (no. 113); *um-ma PN ni-iš LUGAL it-ma*, “PN thus swore by the life of the king” (no. 127). For other Ur III and Sargonic examples of this construction, see Gelb, *MAD* 3, p. 297, to which add the occurrence in *NATN* 539:6-9: *a-na ITI GIŠ.APIN<DU>g.A> na-da-nam ni-iš sar-ri-im it-ma*, “he swore by the life of the king to return (the loan) in the month *Apin<dua>*.”

Five Nippur texts (nos. 22, 27, 29, 59, 60) use an oath invoking the god Ninurta and the king: *mu nin-urta mu lugal-bi . . . pād*. A similar oath occurs already in a Sargonic tablet from Nippur: *[mu nin]-urta-šè mu lugal-šè [a-bi a]b-ta-dé*, “by the name of Ninurta (and) by the name of the king, this transaction was completed (lit.: the water was poured out)” (*PBS* 9 78:9-10, collated).²⁰⁹ For other examples of oaths invoking deities, see 2.10.5.

²⁰⁹An oath invoking Ninurta and the king is also attested in the early OB legal documents from Kisurra. See Kienast, *Kisurra* 1, pp. 43, 48–49.

The reason why this oath appears only in some Nippur sale documents is unclear. It is notable, however, that the texts showing this oath share certain textual characteristics, such as the superimposed spellings of *lú lú-ù* and *gi₄-gi₄* in the no-contest clause (see 2.6.3.1) and the usage of the *kug-bi šu . . . si-(g)* clause (see 2.2.1). Furthermore, at least three of them (nos. 22, 27, 29) deal with real estate (in nos. 59 and 60 the object of sale is not preserved). This formal similarity suggests that they may have been products of the same group of scribes, who resided in the same quarter of Nippur.

Following this line of reasoning, one could then speculate that the invocation of Ninurta in the oath, rather than of Enlil, is due to the fact that those scribes lived in the quarter dedicated to Ninurta. A more likely explanation of this anomaly is, however, that at Nippur judicial matters were Ninurta’s domain. To begin with, this is shown by the references to the “gate of Ninurta” as the location of various legal proceedings in Ur III and OB Nippur texts. See the following examples: *[K]Á.GAL-mah-ki-a[n(?)na(?)] nin-urta-k[a] PN árad P[N₂] PN₃ ad-da-ni nam-i-gi₄-la-šè ama-ar-gi₄-ni ì-gar*, “PN₃, his father, manumitted PN, slave of P[N₂], on account of (his) heirship (i.e. his being the only heir), in the gate *Mahkian[a(?)]* of Ninurta” (*NATN* 920:1–5); *PN ká nin-urta-ka [n]am-érim kud-ru-dè ba-an-sum-mu-uš*, “they sent PN to take an oath in the gate of Ninurta” (*WO* 8 [1976]:160 HSM 1384:20–22); *1 gín kug-babbar máš nu-ub-tuku kug ká nin-urta ki PN-ta PN₂ šu ba-ti*, “1 shekel of silver, (a loan) with no interest; PN₂ received this silver from PN in the gate of Ninurta” (3 NT 842:1–8, OB, unpubl.); *di-kud-e-n[e] ká nin-urta-šè nam-érim kud-ru-d[è] ba-an-sum-mu-u[š]*, “the judges sent him to the gate of Ninurta to take an oath” (*STVC* 86 ii 3’–6’). In this connection, note also that the “gate of Ninurta” is designated as the locus of court proceedings in an OB text from Kisurra: *i-na KÁ nin-urta uš-bu-ù-ma di-nam ip-ru-su-šu-nu-ši-im*, “they sat in the gate of Ninurta (and) judged their case” (Kienast, *Kisurra* 2 no. 93:13–15).

The judicial role of Ninurta at Nippur can also be inferred from the fact that the sale document no. 62 is sealed with Ninurta’s seal, apparently as a sign of the official authorization of the transaction. See the commentary to that text and also 2.18.1. And finally, six Puzriš-Dagan texts mention animals (a sheep and a goat in each case) which were issued, evidently for a sacrifice, in connection with the

That mu lugal(-ak) . . . pàd can be used in a declaratory sense is further shown by a letter-order in which the addressee is instructed to make a certain Su²una take an oath which, based on the context, could only be a declaratory one: tukumbi lú-di-da-ka-ni giš la-ba-ra-an-ur₄ ká é-gal-šè mu lugal pàd-mu-ni-ib, "if his litigant does not withdraw (his charges),²¹⁷ make him (i.e., Su²una) swear by the name of the king at the gate of the palace" (*TCS* 1 39:5-9).

On the other hand, there are indications that the nam-érim . . . kud oath was not necessarily restricted to declaratory statements, but could also be employed in a promissory sense. This is demonstrated first of all by the "Stele of the Vultures," where the promissory intent of nam . . . kud (the basic form of nam-érim . . . kud)²¹⁸ is quite clear.²¹⁹ The same examples also show that the formula mu/zi lugal/DN was equally part of the nam-érim . . . kud oath.²²⁰

The promissory intent of nam-érim (. . . kud) is also apparent in *NSGU* 2 190:17-20, 23-27, 30-35, and passim in this text,²²¹ as well as in the Puzriš-Dagan examples cited above in n. 209, which, if my interpretation is correct, describe an oath of allegiance. See also *NATN* 322, cited below in n. 223.

These data provide an indication that Sumerian, like Akkadian, did not distinguish between the declaratory and promissory oaths. Moreover, it appears that both in the mu lugal(-ak) . . . pàd and nam-érim . . . kud oaths the swearer invoked the king's (or god's) name. Since the literal meaning of nam-érim . . . kud is "to cut off evil"²²² (thence "to ward off evil"?), and since the oath so described was clearly of greater solemnity than the regular mu lugal(-ak) . . . pàd oath, we may speculate that what distinguished it from a regular oath was that it was strengthened by the addition of an execration or curse that the swearer called on himself if the oath is false.²²³

²¹⁷The verb giš . . . ur₄, which is written also giš . . . ùr (see PN sabra-ni giš bi-in-ùr in *RA* 11 [1914]:27 line 6), almost certainly has the same sense as tóg . . . ùr, "to abandon (claims), to give up (something)," for which see Falkenstein, *NSGU* 3, p. 167.

²¹⁸Edzard, *AS* 20, pp. 75-77.

²¹⁹Iú umma^{ki}-ke₄ é-an-na-túm-ra nam mu-na-kud-re₆ zi ^den-líl lugal an ki-ka, "the man of Umma swears for Eannatum: 'By the life of Enlil, the lord of heaven and earth (etc.)'" (*Sollberger Corpus Ean.* I xvi 18-22 = Steible, *FAOS* 5/1, p. 129, and passim in this inscription). Cf. Edzard, *AS* 20, p. 80: "wenn wir die Eide der 'Geierstele' nach den Kategorien 'promissorisch' oder 'asseritorisch' klassifizieren, so trifft die erste Kategorie zu."

²²⁰See the preceding note.

²²¹This text was cited by Falkenstein, *NSGU* 1, p. 64, as an exceptional example of the use of nam-érim (. . . kud) for a promissory oath.

²²²Falkenstein, *NSGU* 1, p. 64; Edzard, *AS* 20, p. 77.

²²³An example of such an oath seems to be recorded in *NRVN* 1 1:6-8: mu lugal ud a-rá 2(!)-ka i-zàh-dè-na ga-hul bi-in-dug₄, "he declared: 'By the name of the king, if I escape for the second time, I will perish!'" Cf. also mu lugal ud ba-zàh-dè-na-gá šer₇-da h^é-a bi-in-dug₄, "he declared: 'By the name of the king, if I escape, it will be a crime/abomination!'" (*BE* 3/1 1:4-6); [PN] PN₂-ra mu lugal in-na-pàd

The difference between these two oaths would thus parallel the distinction that exists between the Akkadian *nīšu*, "(oath by) the life," and *māmītu*,²²⁴ "oath-cum-curse," and similarly, between the Hebrew *šebu^cā* and *ḥā^clā*, the first referring to the simple taking of an oath, and the second denoting an imprecation or the calling down of a curse on oneself if the oath is false.²²⁵

2.10.4. According to Falkenstein,²²⁶ the nam-érim . . . kud oath had a definite sacral character, as it invoked a deity and was required to be taken in a temple, sometimes in the presence of a ritual object, such as the "iron dagger of Ningirsu." In contrast, Falkenstein thought, the mu lugal(-ak) . . . pàd oath neither involved any rites nor called for a special location.

Although it seems certain that the nam-érim . . . kud procedure, because of its greater severity, was more ritually charged than the ordinary mu lugal(-ak) . . . pàd oath, there can be little doubt that the latter, too, had a pronounced religious character. Such a conclusion is unavoidable if one considers the Ur III Nippur examples of an oath invoking Ninurta, and similar oaths invoking various deities that are found in Pre-Sargonic and Sargonic sources (see 2.10.5).²²⁷ It is also possible that the ordinary oath, at least in some instances, had to be taken in a specially designated location. This is suggested by the court record *NSGU* 2 122:1-9, which refers to a mu lugal oath that was sworn in the temple of Šara. Note, furthermore, the earlier-cited letter-order *TCS* 1 39, where the oath was to be taken "at the gate of the palace."²²⁸

tukumbi nu-ág šer₇-da lugal-a-mu in-na-dug₄, "[PN] for PN₂ swore by the name of the king; he declared for him: 'If I do not weigh out (grain for you), it will be a crime/abomination against the king (lit.: my crime of the king)'" (*NATN* 366:1'-5'). That nam-érim . . . kud could be part of a promissory oath is shown quite clearly by the Nippur text *NATN* 322:1-7: 17 gín kug-babbar PN-e PN₂-ra kaskal-ta a-amma-da-du-a lal-dè mu lugal-bi i-pàd di nu-di-dè nam-érim nu-gál, "PN swore by the name of the king to weigh out to PN₂ 17 shekels of silver after he returns from the business trip; (he also swore) not to litigate; there was no curse."

²²⁴For the distinction between *nīš ili* and *māmītu*, see H. Ch. Brichto, *The Problem of "Curse" in the Hebrew Bible*, Journal of Biblical Literature, Monograph Series 13 (Philadelphia, 1963), pp. 71-76; H. Tadmor in G. M. Tucker and D. A. Knight, eds., *Humanizing America's Iconic Book: Society of Biblical Literature Centennial Addresses 1980* (Chico, California, 1982), pp. 132-134; *CAD* N/2, pp. 290-294; M/1, pp. 189-195. Note especially the examples from *Šurpu* and *Maqlu*, cited in *CAD* N/2, pp. 192-193, where both *nīšu* and *māmītu* are named.

²²⁵Brichto, *op. cit.*, pp. 22-70; Driver and Miles, *Babylonian Laws* 1, p. 467 n. 7.

²²⁶*NSGU* 1, pp. 64-65.

²²⁷To my knowledge, the only other example of an oath invoking a deity in Ur III sources comes from the Nippur loan *TMHC n.F.* 1/2 33:8-9 (envelope): mu ^dEN.ZU [x] ù mu lugal-bi in<-pàd>. The oath recorded in the tablet invokes only the king.

²²⁸Unless in these two examples the oath meant is actually nam-érim . . . kud.

2.10.5. It will be useful to offer at this point a brief review of the early oath, from the Pre-Sargonic down to the Old Babylonian period. The following remarks are restricted to the mu lugal(-ak) . . . oath.

The earliest oath, attested in the Pre-Sargonic "Stele of the Vultures," invokes a deity. In that inscription we find several attestations of the formula *zi DN (Sollberger Corpus Ean. 1 rev. i 11, iii 11, plus reconstructed in xvii 30, xviii 33, xx 10)* and once of the formula *mu DN(-ak) . . . pàd: mu ^dnin-ki-ka mu-ni-pàd-dè*, "he swears (or: he makes him swear) by the name of Ninki" (rev. iii 6-7).

Next in age are the occurrences of oaths in the early Sargonic texts from Isin and Nippur. These sources use the following four types of oath, notable for the absence of the verb *pàd*:

(1) the oath invoking a deity. See, e.g., *mu ^dnin-isin_x(IN)-na-šè*, "by the name of Ninisina" (+ no-contest statement) (*BIN* 8 158:34);

(2) the oath invoking a local deity and the king. See, e.g., *mu ^dnin-isin_x(IN)-šè mu lugal-šè*, "by the name of Ninisina (and) by the name of the king" (Böhl Coll. 929:11-12, unpubl.); [*mu ^dnin*]-*urta-šè mu lugal-šè* (+ completion-of-transaction statement) (*PBS* 9 78:9-10, collated by A. Westenholz);

(3) the oath invoking the king and a local official. See, e.g., *mu lugal-šè mu nam-mah-f-šè*, "by the name of the king (and) by the name of Nammah" (+ completion-of-transaction and no-contest statements) (*MAD* 4 158:9'-10'); [*m*]*u lugal-šè* [*m*]*u sanga isin_x(IN)^{ki}-š[è]* (+ completion-of-transaction and no-contest statements) (*MAD* 4 170:1-2);

(4) the oath invoking the king only. See, e.g., *mu lugal-šè* (+ completion-of-transaction statement) (*PBS* 9 5 iii 13).

Also dating to early Sargonic times is an oath invoking the lives of the king, a deity, and an official, which is attested in a tablet from Lagaš: *zi lugal zi ^diškur zi su₄-áš-da-gal* (Ist. Mus. L.30227 ii 4'-6', unpubl. courtesy I. J. Gelb).

In the sources dating to the classical Sargonic period, the prevailing type of oath is that invoking an unnamed king: *mu/zi lugal(-ak) . . . pàd* or *nīš šarri tamû*. See, e.g., PN-e *mu lugal in-pa*, "PN swore by the name of the king" (*BIN* 8 167:13-14); *mu lugal i-da-pa*, "they swore together by the name of the king" (*MVN* 3 107:5); *mu lugal-bi al-pa*, "the oath by the name of the king was sworn" (*MVN* 3 81:28); *na-áš LUGAL ir-ma* (*MAD* 5 21:6-7); etc. Sometimes the name of the king is given: Naram-Sin (*BIN* 8 164:1-4; *MAD* 4 14:8-13) and Šar-kali-šarri (*MAD* 4 15:10-16; *JRAS* 1932, p. 296 lines 28-29; NBC 10197:1-6, unpubl. - ¹PN ²PN₂ PN₃ *zi sar-ga-lí-LUGAL-ri lugal a-ga-dè^{ki} in-DIM(= da_x?)*-pa).

Apart from the above type, classical Sargonic sources occasionally record oaths invoking various deities also, as in the following two examples: *^dinanna ù il-a-ba₄ ú-má lu a-ga-ma-lu-su₄ GIŠ.TUKUL da-me al-su la a-sa-ga-nu*, "I swear by Inanna and Ilaba that I will spare him; I will not strike him with a murder (lit.: blood) weapon" (*STTI* 185 rev. 5'-7'); *^dinanna ù il-a-ba₄ ^daš⁷-gi₄ ù ^dnin-*hur-sag na-à-áš LUGAL ù na-à-**

áš NIN lu tu-mu-at (*RA* 23 [1926]:25 lines 4-10).²²⁹ It is notable that both oaths name Inanna and Ilaba, the patron deities of the Sargonic dynasty.

As we have seen earlier, in Ur III times the standard form of the oath is *mu lugal-bi . . . pàd* (with *zi* occasionally replacing *mu*) or *nīš šarri tamû*. The only exception here is the oath invoking the names of the god Ninurta and the king,²³⁰ appearing in certain sale documents from Nippur.

The Ur III oath invoking an unnamed king survived into the Old Babylonian period. Much more common in that period, however, is the oath invoking the names of the god (or gods) and the king. The deity (or deities) named is in general the main god of the city in which the document originated: Marduk in Babylon, Šamaš (and Aja) in Sippar, Nanna in Uruk and Ur, Nanna (and Šamaš) in Larsa, Zababa in Kiš, Uraš in Dilbat, etc.²³¹

2.10.6. Before we proceed to summarize these data, it is necessary to describe first the traditional reconstruction of the evolution of the early Mesopotamian oath. As envisioned by Koschaker,²³² the foremost exponent of this theory, the development was from the impersonal "Königseide" of the Sargonic and Ur III periods, possibly connected with the deification of the Sargonic and Ur III kings, to the Old Babylonian oath invoking a named deity and an unnamed king. Koschaker also thought that the "Königseide" represented a Sumerian tradition, whereas the oath invoking a deity or deities was part of the Semitic heritage. Accordingly, he interpreted the Old Babylonian oath as a sort of compromise between these two traditions.

It goes without saying that this theory finds no support in the evidence, most of which, to be fair to Koschaker, was not available in his day. Today we are in a position to see that the oldest and perhaps original oath was in fact that which invoked a deity, more correctly, the city god. This type of oath fits perfectly the political realities of Babylonia before her unification by the Sargonic kings: a system of independent city-states, each forming the domain of a different god, and run by an énsi, the god's earthly representative. A later stage is probably represented by the oaths invoking the city god and the king, or the king and a local official (énsi or sanga). These oaths appear to belong to the early Sargonic period, when the city-states still retained some of their former independence. They, in turn, were replaced in the classical Sargonic period by an oath which invoked only the king (Koschaker's "Königseide"), clearly reflecting the final suppression of local governments.

²²⁹It appears that in Sargonic Ešnunna the oath was sworn by the god Tišpak. This is suggested by the texts *Gelb OAIC* 7:21-26 and 51:1'-3', which refer to oath-taking in the gate of Tišpak.

²³⁰Note also the oath cited above in n. 227.

²³¹Mercer, *AJSL* 29, 90-92; Schorr, *VAB* 5, p. XXIII; Matouš, *ArOr* 18/4, 49-50; Kraus, *WO* 2, 123.

²³²*Or.* NS 4, 59-60. For a similar view, see San Nicolò, *RLA* 2, pp. 306-307.

The usage of the "Königseide" in Ur III times must be seen as a continuation of the Sargonic imperial tradition. The revival of independent city states following the disintegration of the Ur III state seems to have resulted also in the return to the older, Pre-Sargonic oath invoking the city god. The tradition of that oath did not, to be sure, die out completely in the Ur III period, as is proved by the oath of the Nippur sale documents invoking Ninurta and the king.

2.11. Guarantor

2.11.1. Twenty-four of the extant sale documents list a guarantor (nos. 2, 25, 33, 36b, 37, 41, 42, 45, 46, 49, 51, 55, 66, 66*, 66**, 67, 81, 94*, 99, 100, 101, 110, 121) or guarantors (no. 127). In the majority of instances the guarantor appears separately from the witnesses (nos. 25, 41, 42, 46, 49, 51, 55, 66, 66*, 66**, 81, 94*, 99, 100, 101, 110, 121, 127). In four texts he is listed as the last witness (nos. 2, 33, 45, 67), and in one text, as the first witness (no. 37). In one case, the declaration of the guarantor is recorded in a separate tablet (no. 36b), which accompanies the sale document no. 36a. Guarantors possibly also occur in texts nos. 17, 54, and 126 (see the respective commentaries).

The guarantor is identified by the terms *lú-gi-na-ab-túm(-ma)*, *gab-gi(-n)*, *lú-inim-gi-na*, and *muqippu*, all meaning "guarantor," and by the verb *gi(-n)*, "to guarantee."

2.11.1.1. *lú-gi-na-ab-túm(-ma)*

The term *lú-gi-na-ab-túm(-ma)*, written also with *-ki-* for *-gi-* and *-tum-* and *-dam-* for *-túm-*, is used in the texts from Nippur (nos. 42, 46), Lagaš (no. 81), Umma (nos. 94*, 99, 100), and Ur (no. 110), as well as in one text of unknown provenience (no. 121). The respective entries read as follows:

PN *lú-ki-na-ab-dam-bi-im*, "PN is the guarantor": no. 42.

PN *lú-gi-[na]-ab-túm-bi-im*: no. 46.

PN-ke₄ nam-[l]ú-gi-na-ab-tum-bi-šè mu lugal-bi in-pàd, "PN swore by the name of the king for the guarantorship": no. 81.

lPN *lú-ki-na-ab-tum-ma*: no. 94*.

PN *gúda* ^dnin-šubur *lú-ki-na-ab-dam a-si-TUM-ma(?)*-bi-im, "PN, the *gúda*-priest of Ninšubur, is the guarantor of(?) . . .": no. 99.

[P]N *lú-gi-na-ab-tum*: no. 100.

PN *lú-ki-[na]-ab-túm-[bi-im]*: no. 110.

PN *kug-dím lú-ki-na-ab-tum-bi-im*: no. 121.

The term *lú-gi-na-ab-túm(-ma)* does not appear in lexical sources. Falkenstein thought that this word goes back to the Akkadian **kinātu*, and interpreted it accordingly as a "sumerisiertes 'Mann der *kinātu*.'"²³³ Kraus, by contrast, suggested that *lú-gi-na-*

²³³NSGU 1, p. 125.

ab-túm(-ma) may be a genuine Sumerian word, "Mann des 'macht fest, trag weg,'" "ein Mann, welcher *gi-na tum(ma?)*, das 'festgemacht, weggetragen,' verwaltet bzw. das 'Festmachen, Wegtragen' beaufsichtigt."²³⁴

Although one must agree with Kraus that *lú-gi-na-ab-túm(-ma)* is a Sumerian word, his semantic analysis of this term is unacceptable, because it is based on a misunderstanding of the guarantor's function.²³⁵ More likely, the word is to be analyzed as /lu gin-a i-b-tum-e-a/, "the one who bears (i.e., is responsible for) the guaranty." In support of this interpretation, note especially the term *gi-na tum-ma*, lit.: "the borne guaranty," which describes the indemnity to be paid by the guarantor in NSGU 2 63:21.²³⁶ For *gi-na*, "guaranty, pledge, security," see also the antichretic loan NATN 305:7-8: máš 10 gín kug-babbar-šè gi-ne 1(bùr) gána a-šag₄ ba-ši-ni-gub-és, "in lieu of the interest on 10 shekels of silver, they pledged 1 bur of land as security."²³⁷ For the meaning "to guarantee" of the verb *gi(-n)*, see 2.11.1.5. The postulated nominalizing suffix *-a* is probably found in NSGU 2 51:10-11: lugal sag-gá ù *lú-gi-na-ab-tum-ma* ba-da-gur-és, "the owner of the 'head' and the guarantor returned (with claims to the sold person)."

If this interpretation is correct, *lú-gi-na-ab-túm(-ma)* would belong to names of occupations that are frozen sentences. Cf. the formation Noun-a(= Locative) ì-b-Verb, found in such professions as *és-a-ab-du*²³⁸ and *sár-ra-ab-du*.²³⁹

Besides the present occurrences, this term occurs also in the Lagaš court records NSGU 2 51:6, 10, 61:5', 62:4, 63:12, and 70:9', the Nippur legal text NATN 149:5-6,²⁴⁰ and the Lagaš(?) tablet published by Sauren in *Orientalia Lowaniensia Periodica* 8 (1977):29 line 4', (translit. only).

2.11.1.2. *gáb-gi(-n)*

The term *gáb-gi(-n)* is found only in Nippur texts (nos. 2, 33, 37, 45, 49, 51, 66, 66*, 66**). The extant occurrences are as follows:

PN *sukal* ^dnisaba *gáb-gi-bi*, "PN, the messenger of Nisaba, is the guarantor": no. 2.

²³⁴BiOr 15 (1958):75b.

²³⁵See below n. 259.

²³⁶This text is discussed below in 2.11.3.1.

²³⁷See also NATN 361:1-6: 10 lal 1 ma-[na . . .] kug-bi [. . .] 73 gú gu gi-ne-bi ki PN-ta PN₂ šu ba-ti, "PN₂ received from PN 9 min[as of . . .]; its silver (equivalent) is [. . .]; its security is 73 talents of flax."

²³⁸Lit.: "he walks into the sanctuary." The reading *és-a-ab-du*, against *ab-a-ab-du* suggested in CAD A/1, p. 2 (under *ababdū*), is proved by the variant spelling *és-sá-ab-du* (RTC 401 i 16; MCS 1, p. 23 H. 6249:7 = Owen, MVN 11, p. 30 HSM 909.5.85).

²³⁹For a possible interpretation, see Steinkeller, ASJ 3 (1981):87.

²⁴⁰Discussed below in 2.11.3.3 and n. 257.

¹PN gáb-gi-in sag-kam, “PN is the guarantor of the ‘head’”: no. 33.

¹PN dumu PN₂ gáb-gi-b[i-im]: no. 37.

igi PN-šè ga-ab-gi-bi: no. 45.

PN gáb-gi-bi-im: no. 49.

PN sukal ^dNÍNDA×GUD(!) gáb-gi-bi-im: no. 51.

PN gáb(!)-[gi-bi(!)]-im: no. 66.

[PN] gáb-gi-[bi(?)]-im(?): no. 66*.

[PN] gáb-gi-na: no. 66**.

The same term may also occur in the Nippur text no. 54:6, if the line is to be reconstructed as [PN] [gáb]-gi-b[i(?)]. Note also no. 126:7 (origin unknown), where one of the witnesses is described as GÍN.GI.N[A(?)]. In this description the sign GÍN is possibly KAB (the tablet cannot be collated).

The term gáb-gi-(n) is a frozen cohortative /ga-b-gin/, whose literal meaning is “I will guarantee for it” or “I will confirm it.” For other examples of professions using the formation ga-b/n-Verb, see M. Civil, *JAOS* 88 (1968):10; M.-L. Thomsen, *Sumerian*, p. 58.²⁴¹ For the verb gi-(n), “to guarantee,” see 2.11.1.5.

The Akkadian equivalents of gáb-gi-(n) are *muqippu*, *qajjāpu*, and *mukinnu*. See gáb-gi-na = *mu-qi-ip-pu* (Nabnitu XVII 85); ga-ab-gi-na = *qa-a-a-pu* (Izi V 108); gáb-gi-na = *mu-kin-nu* (Nabnitu XXVIII 255). Note also gáb-gi-en, with a variant -na, in OB Proto-Lu 697 (*MSL* 12, p. 72).

This term occurs in several other legal documents, all of which stem from Nippur:

PN gáb-gi-bi-im: S.1:5 (agreement concerning the recovery of damages by a guarantor; see 2.11.3.1).

¹PN gáb-gi-bi-im: *NRVN* 1 197:12 (last witness; loan).

PN gáb^{ab}-gi: *NATN* 346:6–7 (separately from the witnesses; loan).

PN gáb-gi-bi-im: *RA* 8 (1911):197 no. 21:7–8 (separately from the witnesses; loan).

PN PN₂ PN₃ inim-da-gál [(x x)] nu-tuku gáb-gi-bi-me, “PN, PN₂, and PN₃ are the guarantors that . . .”: *IM* 61578:3’– 7’, unpubl. (undetermined legal transaction).

2.11.1.3. *lú-inim-gi-na*

The term *lú-inim-gi-na* is attested in two texts from Nippur (nos. 25, 55) and one text from Adab (no. 67). The occurrences are as follows:

²⁴¹Civil and Thomsen assume that the formation ga-b-Verb is used for “transitive” verbs, whereas ga-n-Verb is reserved for “intransitive” ones. In the “intransitive” usage, however, the expected form of the cohortative is ga-Ø-Verb, as in ga-gub = *lu-zi-iz*, “may I stand” (*MSL* 4, p. 78 line 12), and ga-gin = *lu-ul-[lik]*, “may I go” (*ibid.*, p. 88 line 20). It appears, therefore, that both ga-b-Verb and ga-n-Verb are “transitives.” Cf. here ga-zi = *lu-ut-bi*, “may I rise” (*ibid.*, p. 76 i 2), as contrasted with ga-ab-zi = *lu-ši-i[bi]*, “may I raise it,” and ga-an-zi = *lu-ši-[it-bi]*, “may I raise him/her” (*ibid.*, p. 76 ii 2, 4).

[PN] *lú-inim-[gi-na]*: no. 25.

PN *lú-inim-gi-[na]*: no. 55.

[P]N [l]ú-inim-gi-na: no. 67.

lú-inim-gi-na is to be connected with the verb *inim* . . . *gi-(n)*, “to make firm, to confirm, to guarantee.” For that verb, see *di ní-gi-na* ^dutu-ta bar bí-tam *inim bí-gi-in*, “through the righteous decision of Utu, he made a choice and confirmed it” (*NFT* 169 i 15–18); a-šag₄ ^dnu-muš-da gir₁₃-tab^{ki}-kam ^dnu-muš-da-ra *inim in-na-gi-in ur-^dnammu lugal-e*, “Ur-Nammu, the king, confirmed to Numušda the field of Numušda of Girtab” (*ZA* 51 [1955], pl. I Ni. 2464 i 13–16, also ii 20–23, iv 20–24, pls. III–IV Ni. 2438 iv 29–32); PN nu-banda^{da} *inim bí-in-gi-in*, “PN, the captain, confirmed (rights to a prebend field)” (*NSGU* 2 215:23); and tukumbi *inim nu-gi-in*, “if I do not confirm it (to you),” in no. 125 (see 2.7.3). Cf. also *gi-(n)* with the same meanings (2.11.1.5).

In lexical sources *lú-inim-gi-na* is equated with the Akkadian *muqippu*, *mukinnu*, and *kattû*, all three meaning “guarantor.” See *inim-gi-na* = *mu-ki-nu*, *mu-qi-pu* (Lu IV 272–273); *lú-inim-gi-na* = *ka-tú-u* (var. *kât-tu-[u]*) (Hh. II 352). Note also *lú-gi-na* = *mu-qi-ip-pu* (Nabnitu XVII 86).

Besides the present examples, *lú-inim-gi-na* does not otherwise appear in Ur III texts. As far as I know, it does not figure in Old Babylonian sources either, though occurring once in the Middle Babylonian sale document *UET* 7 27 rev. 2’, where it replaces the usual *kattû* (see 2.11.4).

2.11.1.4. *muqippu*

The only occurrence of *muqippu* is found in text no. 127 (origin unknown):

PN ù PN₂ DUMU.NI *mu-gi-bu um-ma* PN *ni-iš* LUGAL *it-ma šu-ma GÉME a-ru-gi-ma-ni ir-da-ši-ì a-na-ku-ù lu GÉME*,

“PN and PN₂, her son, are the guarantors; PN thus swore by the life of the king: ‘If the slave woman has claims (on her), I will become a slave woman (in her place).’”²⁴²

The word *muqippu* is an active participle of *quppu*, “to guarantee,” the D-stem of *qiāpu*, “to trust, to entrust.” The only examples of *quppu* come from two Sargonic sale documents: ¹PN ¹PN₂ *u-gi-ip*, “PN guaranteed (for the sold person for) PN₂ (i.e., the buyer)” (*MVN* 3 102:7–8)²⁴³; [P]N *šu* GUD [*u*]-*gi-ip-su₄*, “[P]N, man in charge of oxen, guaranteed for him (i.e., the sold man)” (*JCS* 35 [1983]:168 no. 1:9–10).²⁴⁴

The Sumerian equivalents of *muqippu* are the earlier-discussed *gáb-gi-(n)* and *lú-inim-gi-na*. See *gáb-gi-na*, *lú-gi-na* = *mu-qi-ip-pu* (Nabnitu XVII 85–86); *inim-gi-na* = *mu-qi-pu* (Lu IV 273). See also *KA-dam-ma-ak-e* = *mu-qi-ip-pu* (Nabnitu XVII 87).

²⁴²For this clause, see also 2.7.4.

²⁴³Cf. Steinkeller, *RA* 74 (1980):179.

²⁴⁴This passage was reconstructed by B. R. Foster, *JCS* 35, 148, as [*mu*]-*qi-ip-su₄*, but the break in front of GI is too small to accommodate MU.

2.11.1.5. *gi*-(n)

The verb *gi*-(n) is used in two texts, one of which comes from Nippur (no. 41) and the other from Ur (no. 101). In both instances the occurrence reads: PN(-e) *fb-gi-ni* (-ne in no. 101) *fi-b-gin-e/*, “PN guarantees.”

For *gi*-(n), “to confirm (a statement, title), to guarantee,” see Falkenstein, *NSGU* 3, pp. 114–115.²⁴⁵ The sense “to guarantee” of *gi*-(n) can also be recognized in *gáb-gi*-(n) (2.11.1.2) and in the noun *gi-na*, “guaranty, pledge, security” (2.11.1.1). Cf. also the verb *inim* . . . *gi*-(n) with the same meaning (2.11.1.3). In this particular sense, *gi*-(n) appears to correspond to *qappu*, rather than to *kuànu/kunnu*, its usual lexical correspondent.

In addition to these examples, the verb *gi*-(n) is used also to identify guarantors in the following Ur III loan documents:

PN(-e) *fb-gi-ni*: *NATN* 163:9, 472:6, 539:10–11; *NRVN* 1 104:15–16.

!PN ù PN₂ *fb-gi-ni-ne fi-b-gin-ene/ UET* 3 11:4-6.

This particular usage of *gi*-(n) is documented already in Sargonic sources. See, e.g., various metal objects PN *i-da-gál* PN₂ *fb-gi-ni*, “are with PN; PN₂ guarantees (for them)” (*RA* 18 [1921]:98 lines 1–14; [x-x] 1 *dam-ni 2 dumu-nita-ni é da-da-ta gišgag ur-ab-ba-ke₄ i-dab₅ ur-giš suka₁ fb-gi-ni*, “Ur-abba took [X-x], his wife, (and) his two sons from the house of Dada (because? of) the peg (driven into Dada’s house?)²⁴⁶; Ur-giš, the messenger, guarantees (for it)” (Ist. Mus. L.30235:1-8, late Sargonic or early Ur III, unpubl., courtesy I. J. Gelb).

2.11.2. Text no. 36b, which is a companion piece to the sale document no. 36a, appears to spell out the obligation of the guarantor:

inim PN *nu-kur*(= *kúr*)-*ra-a* PN₂ *mu lugal^{al}-bi in-pàd tukumbi lú-kur*(= *kúr*) *ba-a-dù ki giškirig ki-[ba] gá-gá-dam*,

“PN₂ (i.e., the guarantor) swore by the name of the king that the word of PN (i.e., of the principal seller) shall not change; (he also swore) to replace it (i.e., the sold orchard) with (another) orchard if someone else (lit.: stranger) holds it in possession.”²⁴⁷

I assume that in this document the guarantor promises, first, that the principal seller will not violate the terms of the agreement, and second, that he will provide a substitute orchard in the event that the buyer is evicted of the acquired property. Since in

²⁴⁵Note also that *gi*-(n) can mean to “confirm (the object of sale to the buyer),” i.e., “to transfer (the object of sale),” as in *NSGU* 2 63:9–10: [ud]-ne ki PN-ka [árad] *la-ba-gi-in*, “at that time (i.e., at the time of the sale transaction) the [slave] was not confirmed to PN (i.e., the buyer).”

²⁴⁶The peg was probably used to mortgage the house. For this use of pegs, see the commentary to no. 62.

²⁴⁷For this clause, see also 2.6.3.3 and 2.7.1.1.

no. 36a the sellers also undertake to give a substitute orchard, this would mean that the guarantor was co-responsible for eviction.

Alternatively, the obligation to give a substitute orchard could apply to the principal seller and not to the guarantor (note that no. 36b is sealed by the principal seller). But, even if we were to follow that interpretation, the guarantor’s responsibility for eviction would be self-understood (see the following discussion).

2.11.3. As shown by these data, sale documents themselves are not very informative about the obligations of the guarantor. In the majority of instances the text simply states that such-and-such individual acted as the guarantor. Two important exceptions here are nos. 36b and 127 which record sworn declarations of the guarantor. In no. 36b the guarantor appears to assume, along with the sellers (no. 36a), the responsibility for eviction, though, admittedly, this interpretation is open to question. In no. 127, however, the facts are straightforward: one of the guarantors pledges to substitute with his (actually: her) own person if the woman who sells herself into slavery has claims. Thus, in this particular instance the guarantor was liable for eviction.

In addition, no. 81 records an oath that the guarantor swore for “guarantorship” (*nam-[l]ú-gi-na>-ab-tum-bi-šè*). This example is very important, for it suggests that the guarantor took such an oath as a matter of regular practice. Also significant is the fact that in five instances the guarantor seals the sale document, either together with the seller (nos. 41, 42, 46, 51) or alone (no. 55).

These data, however scanty, suggest that the function of the guarantor in the Ur III sale was that of an accessory seller. In order to test this hypothesis it is necessary to examine other types of sources that have a bearing on the Ur III guarantorship.

2.11.3.1. *Agreements and litigations concerning sales and rentals*

Of special importance here is text S.1,²⁴⁸ which records an agreement between the guarantor and the sellers concerning a fraudulent sale. The events which led to that agreement can be reconstructed as follows. Bukānum, the merchant, purchased three sheep from a certain Ii-biti and Iddin-ilum. The transaction was guaranteed by Naḥṣu-BALA. It was later established that the sheep had been stolen (from a third party). Consequently, Bukānum and Naḥṣu-BALA were declared thieves, and the sheep, it appears, were returned to their real owner. To compensate Bukānum for his loss, Naḥṣu-BALA paid him back the purchase price plus a penalty (*áš-da*), which was almost four times higher than the original price. Naḥṣu-BALA subsequently brought an action against the sellers to recover the damages, and, at the stage of this case S.1 is concerned with, the sellers offered a sworn promise to repay him.

This document demonstrates quite conclusively that in the event of the seller’s failure to recompense the buyer, the guarantor was liable for damages. His role in the sale

²⁴⁸Cf. R. Westbrook and C. Wilcke, *Afo* 25 (1974-77):114-116.

transaction was therefore that of a co-seller. Also, after the guarantor had satisfied the buyer, he then had a legal recourse to recoup the damages from the seller.

Another important text that sheds light on the role of the guarantor in sales is the court record *NSGU 2 63*, which deals with a case relating to an earlier slave sale. For some reason the slave had not been “confirmed”²⁴⁹ to the buyer, and the seller took him back. Some months later the buyer demanded from the seller’s wife (the seller apparently had died in the meantime) and the guarantor the return of the purchase price. The seller’s wife offered to give him a slave woman in lieu of one-half of the price, while the guarantor vouched to pay his indemnity, which is described in the text as *gi-na tum-ma*.²⁵⁰ Although the value of the guarantor’s indemnity is not fully preserved, it can be assumed that it represented the other half of the purchase price. The guarantor subsequently paid his share of damages, but the seller’s wife did not deliver the promised slave woman. The buyer eventually took this case to court, where the seller’s wife apparently denied any responsibility for the damages. The buyer declared under oath that both the seller’s wife and the guarantor had promised to pay the damages, but that only the guarantor had met his obligation. Accordingly, the judges ordered the seller’s wife to give the buyer the disputed slave woman.

Although certain developments of this case can be interpreted differently,²⁵¹ the role of the guarantor as a co-seller stands out very clearly.

NSGU 2 70 also deals with a litigation concerning an earlier sale. The object of sale in that transaction was a slave woman and her daughter. The sold women had not been transferred to the buyer during the sale transaction, and the seller sold them again, this time to a foreign country. A few years later the original buyer sued the seller and the guarantor. The court ruled that the seller and the guarantor should each give the buyer one slave woman as damages. In addition, the guarantor was ordered to pay the equivalent of the slaves’ wages for the time that had elapsed since the original sale transaction.

²⁴⁹See above n. 245.

²⁵⁰Falkenstein, *NSGU 1*, p. 126, interpreted *gi-na tum(-ma)* as “der Betrag, den er [i.e., the guarantor] im Falle, dass der Vertrag nicht erfüllt wurde, zu leisten hatte.”

²⁵¹See Falkenstein, *NSGU 2*, pp. 101–104. Note especially that Falkenstein reconstructed line 39’ as [ir lugal-KA]-gi-[na-ra ba-na]-gi-[in]. In contrast, I reconstruct *géme* in place of *ir*: “[the slave woman] was adjudged [to Lugal-KA]-gi[na] (i.e., the buyer).”

My interpretation of this text differs in some respects from that of Falkenstein,²⁵² but the differences do not concern the role of the guarantor. As in the earlier-discussed text, he was co-responsible with the seller for damages.

Yet another court record bearing on the role of the guarantor in sales is *NSGU 2 51*, which, like the earlier two documents, relates to a slave sale. Subsequent to the sale transaction, the seller and the guarantor demanded the return of the sold slave, apparently on the pretext that the buyer had not paid the purchase price. In the ensuing court proceedings two witnesses, who had attended the original transaction, offered corroboration of the buyer’s testimony.

Although the court’s decision is not given in the text, it appears that the claim was rejected. What is important to us, however, is that the claim was raised jointly by the seller and the guarantor, thereby providing yet another indication of the accessory character of the guarantor’s duties.

And finally, we should discuss the text *NSGU 2 62*, which records a suit relating to a boat rental. Subsequent to the rental, the boat was wrecked, and its wreck was returned to the lessor. The lessor then brought an action against the lessee and the guarantor, claiming that he had not leased the boat in question to the lessee. The reason why the lessor made such a claim apparently was that the accident had not been due to the lessee’s carelessness, which freed him of any responsibility for damages.

The court’s verdict in this case is not known, but we may speculate that the lessee was cleared. The point significant to us is that the claim was raised both against the lessee and the guarantor: in the original rental the guarantor acted as a co-lessee.

2.11.3.2. Loans

To my knowledge, guarantors are mentioned in the following loan documents: *NATN 163, 346, 472, 539; NRVN 1 104, 197; RA 8 (1911):197 no. 21; UET 3 11; YOS 4 7, 55.*

Among these documents, especially noteworthy are *YOS 4 7* and *55*, which spell out the obligations of the guarantor. In *YOS 4 7*, the guarantor’s responsibility is clearly described as that of a co-debtor: 12 [gín] [kug babb]ar ki P[N-t]a P[N₂] ù PN₃ dam-ni šu ba-an-ti kug máš dam-[g]ār gá-gá PN₄ dumu [PN₅]-ke₄ [tukum]bi PN₂ nu-u₄-ti kug-bi i-

²⁵²According to Falkenstein, *NSGU 2*, pp. 114–115, the object of sale was only one slave woman. He based this interpretation on the restoration of lines 11’–13’ as 1 sag-mí mu-da-t[i-šè] ba-a-a fb-rúg-[rúgu] 1 sag-mí mu-dumu-mí-[x x x]-ni-k[a-šè], “wird Bâ an Stelle der Dat[i] eine Sklavin erset[zen] (und) eine Sklavin an Ste[lle] der Tochter des [. . .]-ni.” Instead, I reconstruct: 1 sag-SAL mu da-t[i-ni-šè] ba-a-a fb-su-[su] 1 sag-SAL mu dumu-SAL [da-ti]-ni-k[a-šè]. Falkenstein assumed that, since the seller had sold the slave woman to a foreign country, the court ordered him and the guarantor to give as the compensation two slave women, one of whom was intended for the buyer, and the other for the parents of the original slave woman, due to the law that protected natives from being sold abroad. However, the structure of the text makes it fairly certain that both the substitute slave women and the wages were to be given to one person only (i.e., the buyer).

lal-e-a mu lugal-bi in-pàd, “PN₂ and PN₃, his wife, received 12 shekels of silver from PN (as a loan); the silver will yield ‘commercial’ interest; PN₄ (i.e., the guarantor), son of PN₅, swore by the name of the king to weigh out this silver if PN₂ is not alive” (lines 1–10). The tablet is sealed by the guarantor (PN₄).²⁵³

In YOS 4 55 the guarantor likewise acts as a co-debtor²⁵⁴: 1(gur) še gur máš nu-tuku ki PN-ta inim PN₂ nagar-ta PN₃ šu [ba]-[ti] tukumb[i] PN₃ nu-[(ub)-su] PN₂ su-[su]-[dè] mu lugal-bi in-pàd, “PN₃ received from PN 1 gur of barley, (a loan) with no interest, on the ‘word’²⁵⁵ of PN₂ (i.e. the guarantor), the carpenter; PN₂ swore by the name of the king to restore (the barley) if PN₃ does not [restore it]” (lines 1–7). The tablet is sealed by the debtor (PN₃).

2.11.3.3. Various legal transactions

Among other types of transactions that involve guarantors, of particular interest is the agreement recorded in NATN 403:1-10: dub 1 ma-na kug-babbar PN-ka ki PN₂-ka al-gál-la iti še-gur₁₀-kud ud 15 zal-la tùm-da mu lugal-bi in-pàd tukumbi nu-mu-túm 2 ma-na kug-babbar lal-a-da PN₃-ke₄ mu lugal-bi in-pàd, “(PN₂) swore by the name of the king to bring back, by the 15th day of the month Šegurkug, the tablet of PN which (concerns a loan of) 1 mina of silver and is deposited with PN₂; PN₃ swore by the name of the king to weigh out 2 minas of silver if (PN₂) does not bring it back.”

The background of this agreement can be reconstructed as follows. PN had borrowed 1 mina of silver from PN₂, and the loan tablet, as a matter of regular practice, had been deposited with the creditor’s records. The debtor later repaid the loan, but for some reason he did not recover the tablet in question from the creditor. The creditor now promises to deliver the tablet to the debtor, and, in addition, his guarantor (PN₃) vouches to pay 2 minas of silver should he fail to fulfill that obligation.²⁵⁶ The role of the guarantor as a co-obligor is transparent in this case.

We may also mention here the text NATN 149,²⁵⁷ in which a certain Mumu promises, for reasons unclear, to provide barley rations for a man named Lu-Ninšubur.

²⁵³Another loan document that is sealed by a guarantor is NATN 163.

²⁵⁴For the same interpretation of YOS 4 7 and 55, see Lutzmann, *Die neusumerischen Schuldurkunden* 1, pp. 25–26.

²⁵⁵inim PN(-ak)-ta corresponds here clearly to the Akkadian *ana qabê* PN, which identifies the guarantor in certain OB legal documents. See Edzard, *Tell ed-Dēr*, pp. 68–69; N. Yoffee, *Bibl. Mes.* 5, pp. 110–111; CAD Q, pp. 20–21.

²⁵⁶Until the tablet has been returned to the debtor, it is potentially worth one mina of silver.

²⁵⁷Lines 1–9: iti še-gur₁₀-kud ud 4+[x(?) ba-zal]-t[a] mu-mu lú-^dnin-šubur-r[a] ba-an-da-ab-g[i(?)-ni(?)] ur-me-me ì-dug ^d[en-líl(-lá-ke₄)] lú-gi-na-ab-tum-[bi-im] iti-da [še-b]a 1(pi) 4(bán) [še gur] in-[na-ab-s]um-m[u] tuk[umbi . . .], “since the fourth(?) day of the month Šegurkud Mumu will support(?) Lu-Ninšubur. Ur-Meme, the doorkeeper of Enlil, is the guarantor. He (i.e., Mumu) will [gi]ve [him] per month 100 sila of barley rations. If [...]” Rest of the obverse destroyed; end of the reverse records witnesses and date. Seals of Mumu, son of Ur-dun, and of Ur-Meme, servant of Enlil.

The text lists a guarantor, Ur-Meme, but it does not specify his obligations. It is notable, however, that the tablet is sealed both by Mumu and Ur-Meme, suggesting that Ur-Meme’s obligation was of an accessory character.

2.11.4. The evidence presented here offers indisputable proof that in Ur III law the guarantor functioned as an accessory obligor, i.e., an accessory seller in sales, an accessory debtor in loans, etc. In sales he specifically guarantees for the object of the transaction, and not for its subject, i.e., the seller. This is shown quite clearly by text no. 33, where the guarantor is designated as gáb-gi-in sag-kam, “guarantor of the ‘head.’”

The guarantor, like the obligor, takes an oath and seals the respective document. In case of non-fulfillment he is co-responsible with the obligor for damages. As demonstrated by text S.1, the obligee may even recover damages directly from the guarantor, without first suing the obligor. In such a case the guarantor can in turn bring an action against the obligor.²⁵⁸

The accessory character of Ur III guarantorship was recognized first by Falkenstein. Falkenstein correctly concluded that the available data allow the lú-gi-na-ab-túm(-ma)²⁵⁹ “als ‘Garanten’ bestimmen, der für die Erfüllung eines Vertrags einsteht und auch nach dessen Erfüllung im Falle einer Vertragsanfechtung aufzutreten hat.”²⁶⁰

Such an assumption, however, clashes with the traditional definition of Babylonian guarantorship, formulated by Koschaker. According to Koschaker, who based his theory primarily on Neo-Babylonian evidence, the main and the original function of the guarantor was not to act as an accessory obligor (as is the case in Roman

²⁵⁸The same principles are operative in the OB text YOS 14 158 discussed below. Cf. also the duties of the guarantor in Greco-Roman Egypt: “the surety was primarily liable in the place of the debtor. Inasmuch as in the course of time the debtor became his own surety and himself consistently liable, the surety accompanying him was made responsible, at least in private law, for the total amount of the debt as *correus*. Thus the creditor was entitled to bring an action against either of these. The surety could not request that the creditor first sue the debtor . . . The surety who performed the obligation could apply for compensation” (R. Taubenschlag, *The Law of Greco-Roman Egypt in the Light of Papyrus 332 B.C.-460 A.D.* [New York, 1944], pp. 311–312).

²⁵⁹Prior to Falkenstein, the lú-gi-na-ab-túm(-ma) was variously interpreted as “intermédiaire” (H. de Genouillac, *ITT* 5, p. 15), “some sort of middle-man” (Siegel, *Slavery*, p. 43 n. 50), and “Depositär oder Treuhänder, der das vom Käufer beim Verkaufe ausgehändigte Geld dem Verkäufer auszahlt, sobald dieser das Kaufgut übergeben hat” (Kraus, *JCS* 3, 100–101 n. 29). As pointed out by Falkenstein, *NSGU* 1, p. 125 n. 3, the last interpretation resulted from a confusion of the guarantor with the weigher of silver (lú-kug-lal-a). In response to Falkenstein, Kraus later offered the following defense of his interpretation: “Wie schon . . . recht deutlich gesagt, ist der *lú ginabtum(a)* der Mittelsmann zwischen Käufer und Verkäufer . . ., die eine prinzipielle Kaufübereinkunft eingehen und ihm, der eine den Kaufschilling, der andere das Kaufgut, übergeben” (*BiOr* 15, 75b). As we have seen, however, there is nothing in the evidence that would support this view.

²⁶⁰*NSGU* 1, p. 126.

law), but to ensure the presence of the obligor for personal execution by the obligee. If the obligor fails to fulfill his obligation, the guarantor is responsible for the delivery of the obligor to the obligee. If successful, he is no longer obligated; it is of no concern to him whether the obligee is able to obtain the performance from the obligor or not. If he fails, however, to deliver the obligor, he becomes liable to the obligee with his own person. To free himself, he must fulfill the obligation himself.²⁶¹

Already Koschaker, however, admitted the existence of evidence suggesting that "die Auffassung des Bürgen als akzessorischen Schuldner dem neubabylonischen Rechte nicht mehr ganz fremd war."²⁶² This applies especially to the guarantorship called *pūt eṭēri*, in which the guarantor promises to pay the debt in case of the debtor's non-fulfillment. It is noteworthy that Petschow, although reluctant to accept that this form of guarantorship was truly accessory in nature, nevertheless conceded that "die Bürgschaft des babylonischen Rechts hat sich in dieser Form von ihrem ursprünglichen Charakter her am weitesten der modernen Akzessorietät der Bürgschaft im Verhältnis zur Obligation des Hauptschuldners angenähert."²⁶³

The validity of Koschaker's theory is further weakened by the fact that the Neo-Assyrian guarantorship had an unmistakable accessory character. V. A. Jakobson, in a thorough study of this problem,²⁶⁴ distinguishes two types of Neo-Assyrian guarantors: *bēl qātāte* and *urkiṣu*. The *bēl qātāte* appears in loans, where he is either one of the debtors or a third party. In either case he acts as the representative of the debtor(s), and the creditor deals directly with him. The *bēl qātāte* is responsible for the collection of the loan from the debtor(s) and its delivery to the creditor. His main function, however, is "that of making himself liable for the loan *in toto*, i.e. he must pay the debt in case of failure of the debtor (or debtors) to do it."²⁶⁵ The other guarantor, *urkiṣu*, acts in sales of slaves, where he warrants against flight and unsatisfactory qualities in slaves. In case of non-fulfillment he is liable for damages, called *urkiṣutu*.²⁶⁶

It is notable that, as pointed out by Jakobson, both the *bēl qātāte* and the *urkiṣu* guarantee for the object of the transaction and not for its subject. This is particularly so in the case of the first guarantor, who is described by texts as *bēl qātāte ša kaspē*,

²⁶¹*Bürgschaftsrecht*, pp. 67–80. For a similar view, see E. Cassin, *RA* 35 (1937):154; Petschow, *Tijdschrift voor rechtsgeschiedenis* 19 (1950):27–28; V. Koröšec, "Keilschriftrecht," *Orientalisches Recht*, Handbuch der Orientalistik 1/3 (Leiden, 1964), p. 194; R. Haase, *Einführung in das Studium keilschriftlicher Rechtsquellen* (Wiesbaden, 1965), p. 107; B. L. Eichler, *YNER* 5, p. 29 n. 88.

²⁶²*Bürgschaftsrecht*, p. 78.

²⁶³*Tijdschrift voor rechtsgeschiedenis* 19, 30.

²⁶⁴*Palestinskii Sbornik* 25 (88) (1974):45–52. See also Postgate, *Legal Documents*, pp. 27–28, 54–55.

²⁶⁵*Palestinskii Sbornik* 25, 52.

²⁶⁶Cf. the earlier-discussed Ur III term *gi-na tum-ma*.

"guarantor of the silver," and *bēl qātāte ša tībni*, "guarantor of the straw."²⁶⁷ Jakobson also notes that "both the *bēl qātāte* and the *urkiṣu*, after fulfilling their obligations, may in their turn bring an action against the debtor or the vendor and so recover their damages."²⁶⁸ As we have seen, these two features are equally characteristic of Ur III guarantorship.

There are strong indications that also in the Old Babylonian and Middle Babylonian periods guarantorship was accessory in nature. For the Old Babylonian guarantorship, particularly instructive is the case described in *YOS* 14 158:

(1) *Ḫni-id-na-ṣar-dEN.ZU*] (2) *à a-ḫa-am-nu-ta* (3) 10 GÍN KUG.BABBAR KI *i-lí-ma-a-bi* ŠU BA.AN.TI (4) ^{Id}EN.ZU-*qar-ra-ad* KI *i-lí-ma-a-bi* (5) *qá-ta-ti-šu-nu el-qé-e-ma* (6) *in-na-bi-tu-ú-ma* (7) *Ḫ-lí-ma-a-bi* (8) ^{Id}EN.ZU-*qar-ra-ad iṣ-ba-at-ma* (9) ^{Id}EN.ZU-*qar-ra-ad wa-ar-ki-šu-nu* (10) 15 GÍN KUG.BABBAR *ša MU 2-a* (11) *a-na i-lí-ma-a-bi* IN.NA.AN.LAL (12) *li-ib-ba-šu DÛG-am-ma* (13) [*u*₄]-*um Ḫni-id-na-at-sin(EŠ) à a-ḫa-am-nu-ta*] (14) *Ḫ-lí-ma-a-bi i-ma-ru-šu-nu-ti* (15) *ú-ul i-gi-ri-šu-nu-ti* (16) ^{Id}EN.ZU-*qar-ra-ad* (17) *i-na URU.KI ša i-ma-ru-šu-nu-ti* (18) KI *ša-al-mi-im* KUG.BABBAR *i-le-eq-qé* (19–25) Witnesses.

"Nidnat-Sin and Aḫam-nūta received from Ilima-abī 10 shekels of silver (as a loan). Sin-qarrād guaranteed²⁶⁹ for them with Ilima-abī. They (i.e., the debtors) have run away. Ilima-abī seized Sin-qarrād. After their (escape) Sin-qarrād weighed out for Ilima-abī 15 shekels of silver (which includes an interest) for two years. His (i.e., Ilima-abī's) heart is satisfied. When Ilima-abī sees Nidnat-Sin and Aḫam-nūta, he will not sue them. In whatever town Sin-qarrād finds them, he will take the silver from whichever one is solvent."

The facts of this case are straightforward. Ilima-abī made a silver loan to Nidnat-Sin and Aḫam-nūta, with Sin-qarrād acting as their guarantor. Since the debtors ran away, and thus defaulted on the loan, the creditor seized the guarantor, who then repaid the debt. The text stipulates that the creditor has no outstanding claims on the debtors, and that the guarantor is free to recover the damages from either debtor, in whatever town he succeeds in locating him.

The legal principles regulating the duties of the guarantor in *YOS* 14 158 are identical to those which we have recognized earlier in the Ur III text S.1. If the obligor fails to meet his obligation, the guarantor becomes liable in his place. Once he has satisfied the obligee, he may bring an action against the obligor for damages.

²⁶⁷*Palestinskii Sbornik* 25, 48, 52.

²⁶⁸*Ibid.*, p. 52.

²⁶⁹For *qātāte* PN *leqū*, "to guarantee for PN," lit.: "to take PN's hands (as a sign of assurance)," see E. Szlechter, *Revue historique de droit français et étranger* 34 (1956):1 n. 1; *idem*, *RIDA* 3^e serie 10 (1963):77ff; *CAD* Q, pp. 168–171.

The accessory character of the guarantor's duties is also evident in the OB sale document RA 54 (1960):34-35 no. 38, which contains the following clause: *šum-ma PN i-ta-bi-it PN₂ ù PN₃ DUMU.EŠ PN₄ 11 GÍN KUG.BABBAR Ì.LAL.E.NE*, "if PN (i.e., the slave) runs away, PN₂ and PN₃, sons of PN₄, will weigh out 11 shekels of silver (i.e., the equivalent of the purchase price)" (lines 10-14). Since PN₂ and PN₃ are a third party to the sale, they must be the guarantors. It is notable that, as the clause stipulates, in case of eviction the buyer will be able to recover the damages directly from the guarantors.²⁷⁰

The guarantors acted as accessory sellers also in the Middle Babylonian period. This is shown by the sale documents UET 7 21, 25, and 27. In these texts the guarantor is designated either by the term *kattû* (UET 7 21, 25) or by its Sumerian equivalent LÚ.INIM.GI.NA (UET 7 27). In UET 7 21 a boy is bought from two sellers and from the guarantor. The text further states that both the sellers and the guarantor "received the price from the buyer's hand; they are paid, free (of further obligations), and have no claims" (Price *ša i-na ŠU PN PN₂ PN₃ ù PN₄ kat-tu-ú maḥ-ru ap-lu za-ku-ú ù ru-gu-ma-a ul i-šū-ú*, lines 11-15). The eviction clause of the same text provides that "(if) the boy is claimed, in place of (this) one boy the seller and the guarantor will recompense the buyer with two boys" (LÚ.TUR *ip-pa-qar-ma ša 1* LÚ.TUR 2 LÚ.TUR.MEŠ PN₂ PN₃ ù PN₄ *kat-tu-ú PN i-ta-nap-pa-lu*, lines 22-25). Not unexpectedly, the tablet is "sealed" (with finger-nail marks) by the sellers and by the guarantor.

All these points are reduplicated in UET 7 25 and 27, with the difference that in UET 7 27 the compensation is to be given only by the guarantor: [SAL.TUR *ip-pa-q*] *ir-ma ša 1* SAL.TUR 2 SA[L.TUR.MEŠ PN] LÚ.INIM.GI.NA P[N *itanappal*] (rev. 1-2).

Since the Babylonian guarantorship was accessory in nature from at least as early as Ur III down to Middle Babylonian times, and since the same was true of the Neo-Assyrian guarantorship, it would be strange (and rather unlikely) that Neo-Babylonian law should differ in that respect. However, the conclusive solution of this problem would require a detailed re-examination of the Neo-Babylonian evidence, and such an undertaking is obviously beyond the scope of the present study.

2.12. Weigher of silver

2.12.1. Fifteen of the extant Ur III sale documents contain a statement that the weighing of silver in which the purchase price was paid was performed by a specially designated person. In eleven texts, seven of them from Nippur (nos. 2, 7, 42, 49, 51, 57, 58), one from Adab (no. 68), one from Ešnunna (no. 76), one from Umma (no. 99),

and one of unknown provenience (no. 121), this statement reads: PN (occupation) (lú-)kug-lal(-a)-bi(-im), "PN, (occupation), was the weigher of silver."²⁷¹

[PN] [(occupation)] kug-lal(!)-bi (before the witnesses): no. 2.

PN dumu PN₂ dam-gâr-10 kug-lal-a-bi (ditto): no. 7.

PN simug kug-lal-bi-im (ditto): no. 42.

PN [da]m-gâr kug-lal¹-bi (ditto): no. 49.

PN dumu PN₂ dam-gâr kug-lal-a-bi-im (ditto): no. 51.

PN simug kug-lal-a (last witness): no. 57.

PN lú-kug-lal-bi (before the witnesses): no. 58.

[igi PN] simug [kug(?)]-lal(?)-bji-im (among the witnesses): no. 68.

PN si[mug] kug-[lal-bi(-im)] (after the witnesses): no. 76.

PN kug-dím kug-lal-a-bi-im (before the witnesses): no. 99.

PN dumu-a-ni mu kug-dím kug-lal-a-bi-im (ditto), "PN, his son (i.e., of the guarantor, the goldsmith), in place of the goldsmith, was the weigher of silver": no. 121.

In three other texts, one from Adab (no. 67), one from Ešnunna (no. 75), and one of unknown provenience (no. 124), the weigher of silver is identified simply as PN simug(-bi), "PN (was) the smith."

[PN] [dumu(?) P]N₂(?) simug-bi (among the witnesses): no. 67.

PN simug [dumu] PN₂ (after the witnesses): no. 75.

PN simug-bi (after the witnesses): no. 124.

Finally, in no. 113, which comes from the SI.A-a archive, the clause reads: PN SIMUG KUG.BI Ì.LAL (after the names of witnesses, but before LÚ.INIM.MA.BI.ME), "PN, the smith, weighed out this silver."

The term (lú-)kug-lal-a,²⁷² lit.: "the one who weighed out the silver," corresponds to the Akkadian *šāqil kaspi*. See kug-lal = *ša-qi-il kas-pi* (Lu IV 264), and note also kug-lal = *sa-na-qu šā* KUG.BABBAR, "to assay, to test silver" (Nabnitu XXVIII 103).

Although the (lú-)kug-lal-a is mentioned in only fifteen texts from our corpus, it seems plausible that the presence of a qualified weigher of silver was required in all transactions in which the purchase price consisted of silver.²⁷³ It is significant that the

²⁷¹I assume that in this construction -bi is a demonstrative pronominal element, and should be translated by the definite article "the." Cf. inim-bi, "the transaction," discussed in 2.3.1.3. Alternatively, -bi could be translated as "its," i.e., of the transaction.

²⁷²For this appellative, which is construed as a participle, see Edzard, ZA 52 (1972):11. Cf. also lú-kin-gi₄-a, "messenger."

²⁷³When the purchase price was paid in grain, the grain was measured out by witnesses. There are no references to this practice in our texts, but in two Nippur loan documents the witnesses are described as lú-še-ág-gá-me, "the ones who measured out the barley" (NATN 440:12; TMHC n.F. 1/2).

²⁷⁰Further, note the eviction clause recorded in the OB sale document RA 14 (1917):153-154 lines 12-14, which stipulates that a third party is responsible for claims on the sold cow: *a-na ba-qi-ra-ni-ša PN iz-za-az*, "PN is responsible for her claimant."

persons who acted in this capacity were smiths (simug), goldsmiths (kug-dím), or merchants (dam-gâr), i.e., those professionals who owned balances and had the necessary expertise to do the weighing accurately.

The weigher of silver was a neutral party to the transaction. This is clearly demonstrated by no. 121: because PN, the goldsmith, acted as the guarantor in this sale, and thus represented the seller, he could not weigh out the silver. For that reason weighing had to be done by someone else, in this case his son, who most likely was an apprentice goldsmith. This example also proves that a qualified specialist was required for this operation.

In several of the texts which do not name a weigher of silver, we find among the witnesses persons designated as simug (nos. 73, 78, 87, 92), kug-dím (nos. 65, 91, 92, 125), and dam-gâr (e.g., nos. 12, 31, 65, 82, 89, 90, 126). Given that simug and kug-dím are relatively rare in Ur III sources in comparison with other occupations, it is possible that the inclusion of these individuals among the witnesses was not accidental, and that they in fact acted as weighers of silver in the respective transactions.²⁷⁴ The same may have been true of the dam-gâr, but, considering the commonness of this profession in Ur III texts, this is much less likely.

2.12.2. In addition, we have evidence for the existence in Ur III times of professional “weighers of silver,” who were employed by the public administration to weigh silver and to assay its quality. This is suggested above all by a legal text from Lagaš, which appears to be the death certificate of such a professional: ¹PN dumu PN₂ kug-lal ba-úš PN₃ nam-érim-bi ì-kud, “PN, son of PN₂, the weigher of silver, has died; PN₃ took the (respective) declaratory oath” (Sollberger, *AOAT* 25, p. 449 no. 13:1–4).

Two other Lagaš texts record the receipt of wages by a merchant for the weighing of silver: 2/3 ša 5 1/2 gín kug-babbar á dam-gâr kug-lal ki PN-ta PN₂ šu ba-ti, “45 1/2 shekels of silver, the wages of the merchant, the weigher of silver, PN₂ received from PN” (BM 14730:1–5, unpubl., courtesy I. J. Gelb); 1 1/2 ma-na kug-babbar á dam-gâr

109:14). Cf. also the Pre-Sargonic example of lú-še-ág cited in 2.12.3. The term lú-še-ág-gá corresponds to the Akkadian *nadinanu ša še-i*, which occurs in Nuzi legal sources. For references, see *CAD* N/1, p. 62a.

²⁷⁴Note that the smiths (simug) occur among witnesses also in silver loan documents, probably in the same capacity. The smith Išar-padân, the same person as the weigher of silver in no. 113, is listed among the witnesses in *TIM* 3 145:15, which also belongs to the SLA-a archive. Two other smiths appear as witnesses to five loan documents from the same archive: Qässu-Anum (*Eames Collection* UU 16:10 = *Sauren N.Y. Public Library* 361; *MVN* 13 748+749:6, 890+891:8) and Irra-bâ ni (*TIM* 3 148:9; *MVN* 13 900+901:7). A similar example may be found in the Sargonic loan document *MVN* 3 55:1–8: 8 gín lal igi-3-gál kug PN lú PN₂ šu ba-t[i] PN₃ PN₄ lú-ki-inim-ma-pi-me PN₅ simug, “7 2/3 shekels of silver PN, man of PN₂, received. PN₃ (and) PN₄ are the witnesses; PN₅ (was) the smith.” Quite possibly, in this transaction the smith was responsible for the weighing of the silver (unless he was the creditor, who is conspicuously missing in the text).

kug-lal ki PN-ta maš-da-ri-a ezen-maḥ-še PN₂ šu ba-ti, “1 1/2 mina of silver, the wages of the merchant, PN₂ received from PN as the maš-da-ri-a of the Ezen-maḥ festival” (BM 14697:1–6, unpubl., courtesy I. J. Gelb).

Merchants functioning as “weighers of silver” are referred to also in *CT* 7 pl. 6 12934 iv 14–15: lal-NI 12(gur) 2(pi) 7 1/2 sila gur dam-gâr kug-lal-me, “the credit balance: 12 gur 2 pi (and) 7 1/2 sila (of barley), (belonging to) the merchants, the weighers of silver.” Finally, a person designated as a kug-lal occurs in the legal text *ZA* 53 (1959):71 no. 11:1–5: ¹PN kug-lal PN₂ PN₃ PN₄ é ^dn[in-M]AR.KI nam-érim-bi ì-kud-éš, “(concerning) PN, the weigher of silver, PN₂, PN₃, (and) PN₄ took a declaratory oath in the temple of N[in-M]AR.KI.”²⁷⁵

2.12.3. The earliest occurrence of the weigher of silver in a sale transaction comes from the Pre-Sargonic text published by D. A. Foxvog in *Death in Mesopotamia*, pp. 68–69 viii 5–8: PN ugula é lú-kug-lal-a lú-še-ág, “PN, the majordomo, was the weigher of silver (and) the one who measured out the barley.” We find him also in the Sargonic sale document *TIM* 9 99:10–11: PN dam-gâr lú giš-érin dab₅-ba-àm, “PN, the merchant, was the one who held the balance.”²⁷⁶ In another Sargonic sale the silver was weighed out by the witnesses: ŠU.NÍGIN [10] AB×ÁŠ PN in [a]-ga-dé^[ki] KUG.BABBAR iš₁₁-ku-[lu], “(ten PN’s), a total of [ten] witnesses of PN (i.e., the buyer) weighed out the silver in [A]kkade” (*MAD* 5 65:31–34).²⁷⁷

²⁷⁵According to Falkenstein, *ZA* 53, 70, the oath was also taken by PN. Since, however, his name is marked with a “Personenkeil,” the oath was sworn regarding his person. Cf. the text Sollberger, *AOAT* 25, p. 449 no. 13, cited above.

²⁷⁶The Akkadian equivalent of giš-érin is *gišrinnu*. See giš-érin = *gi-iš-ri-in-nu* (Hh. VI 108); *giš-ri-i[n]* GIŠ.ÉR[IN] = *giš-ri-in-nu* (Diri III 20). The word giš-érin appears already in Pre-Sargonic sources. See, e.g., 1 giš-érin-síg-gal-gal 2 giš-érin-síg-TUR-TUR 1 giš-érin-urudu, “1 large balance for (weighing) wool, 2 small balances for wool, 1 balance for copper” (*DP* 509 iv 2–4). Note also the following occurrences of balances in Sargonic and Ur III texts: 2 giš-érin (*MAD* 5 110:9); 1 giš-érin urudu gar-ra dilim-bi urudu, “1 balance inlaid with copper, its pans (are made of) copper” (*HSS* 4 5 iii 20). For dilim, Akk. *itquru*, *itqurtu*, “balance pan,” see giš-dilim-érin = *it-qur-ti gi-iš-rin-ni* (Hh. VI 115); di-el LIŠ = *it-qu-ru* (S^b II 293); di-li LIŠ = *it-qu-ru* (Ea II 227); giš-dilim = *it-qu-ru* (Hh. IV 174). For ancient balances in general, see B. Kisch, *Scales and Weights: A Historical Outline* (New Haven, 1965). For balances in ancient Mesopotamia, see Salonen, *Hausgeräte* 1, pp. 279–285. The only representation of an early Mesopotamian balance known to me comes from the Sargonic seal *OIP* 47 no. 42. On this seal, which depicts a standard “presentation scene,” the deity holds a balance which is composed of a straight beam and two pans suspended from the ends of the beam. No complete specimen of such a balance has survived, but a copper pan, originally part of a balance, was excavated in the Šu-Sin temple at Ešnunna. See *OIP* 43, p. 241 and p. 219 fig. 106d.

²⁷⁷Another possible translation of this passage is: “a total of ten witnesses (to the fact) that PN (i.e., the buyer) weighed out the silver in Akkade.”

2.12.4. The practice of employing the services of a smith or goldsmith in sale transactions is also documented in Early OB sales from the Diyala region. Two texts from Khafajah use the same clause as the one which is prevalent in Ur III sale documents: PN SIMUG KUG.LAL.BI, "PN, the smith, was the weigher of silver" (*JCS* 9 [1955]:108 no. 65:17, 114 no. 85:17). In both texts the smith is listed as the last witness. In contrast, the sale documents from Ešnunna, which deal with the purchases of real estate by private individuals from the royal palace, employ the formula PN KUG.DĪM / SIMUG KUG.BI Ī.LAL, "PN, the goldsmith/smith weighed out the silver,"²⁷⁸ which also appears in the Ur III sale no. 113. Since the same individual may appear as the weigher of silver in many different Ešnunna texts, this person was probably a palace official (personal communication of R. M. Whiting). The same clause is also found in a sale from Ishchali, with the difference that the occupation of the weigher is not given: PN KUG.BI Ī.LAL (*UCP* 10, pp. 111-112 no. 36:7; collated by Greengus, *Bibl. Mes.* 19, p. 118). Both in the texts from Ešnunna and the one from Ishchali the clause is placed immediately after the operative section. Note also SIMUG KUG.GA, "the smith of the silver," who appears as the last witness in a sale document from Kisurra (Kienast, *Kisurra* 2 no. 76:22; cf. Wilcke, *RLA* 5, p. 508a).

Old Babylonian sale documents stemming from other places, as well as their later counterparts, offer no mention of weighers of silver. There survive, however, scattered references to witnesses acting in this capacity in other types of legal transactions. Thus in the Susa text *MDP* 22 139:8, which is a witnessed receipt of silver, the last witness is designated as *ša* KUG.BABBAR *i-ḫi-ū*, "the one who weighed out the silver."²⁷⁹ Note also that the Nuzi texts often describe the witnesses as *nādinānū ša kaspi*, "the transferors of silver" (e.g., *JEN* 15:20-21, 17:31). And finally, in the Neo-Babylonian text *BE* 8/1 2:33, a settlement of a claim, the witnesses are designated as LÚ *ḫa-i-ṭa-nu* KUG.BABBAR, "the weighers of silver."²⁸⁰

2.12.5. An interesting parallel to the weighers of silver in Mesopotamian sale transactions is found in the earliest Roman sale, the so-called *mancipatio*.²⁸¹ In the classical age, from which its descriptions survive, *mancipatio* was merely a form of conveyance, by which an object could be transferred by one person to another. This procedure was applicable to any transfer of ownership, a sale, but also a gift, a fulfillment of promise made by stipulation, etc. Conveyance by *mancipatio* required the

²⁷⁸Whiting, *Seals and Sealing*, pp. 69-70.

²⁷⁹For the meaning "to weigh" of *ḫaṭu*, see Oppenheim, *Or.* NS 14 (1945):235-238; *CAD* H, pp. 161-162.

²⁸⁰Cf. Oppenheim, *Or.* NS 14, 237.

²⁸¹For *mancipatio*, see C. R. Noyes, *The Institution of Property* (New York, 1936), pp. 74-76, 113-114; H. F. Jolowicz, *Historical Introduction to the Study of Roman Law*, pp. 145-150; G. Diósdí, *Ownership in Ancient and Preclassical Roman Law*, pp. 62-84; A. Watson, *Roman Private Law around 200 BC*, pp. 61-62.

presence of the two parties to the transaction, at least five witnesses, and a person who held a balance (*libripens*), all of whom had to be full-grown Roman citizens. During the ceremony the transferee grasped the object to be mancipated, held a piece of copper in his other hand, and pronounced, assuming that the object was a slave, the formula *Hunc ego hominem ex iure Quiritium meum esse aio, isque mihi emptus esto hoc aere aeneaque libra*, "I assert that this man is mine according to the Quiritian right, and he bought to me with this piece of copper and this copper balance."²⁸² Then he struck the balance with the piece of copper and gave it to the transferor as a symbolic payment.

In that classical form of *mancipatio*, the weighing of copper by the *libripens* was a purely symbolic act; the piece of copper given to the transferor had no relation to the value of the object transferred. There is, however, little doubt that in earlier times, before the introduction of coined money, *mancipatio* was a real cash sale, and that the *libripens* actually weighed out the purchase price in lump copper.

The Roman *libripens*, who acted in *mancipatio* as a neutral party ("Unparteiischer"),²⁸³ is strikingly reminiscent of the Mesopotamian (lú-)kug-lal-a.²⁸⁴ Of course, by noting this similarity I do not intend to suggest a genetic relationship between these two practices, which would be most unlikely. It is, however, of interest that in the opinion of R. von Ihering, the great nineteenth century legal historian, the practice of balance and copper weighing in *mancipatio* originated in Babylonia, to be then borrowed by the Romans through the medium of Carthaginians.²⁸⁵ Here we may also mention that J. J. Rabinowitz, an eminent historian of Jewish law, saw a "striking parallel" between the practice of silver weighing in the Bible and that of copper weighing in the Roman *mancipatio*.²⁸⁶

2.13. Authorizing official

2.13.1. Authorization, or perhaps more generally, attestation of the sale transaction by a public official is noted in a special clause only in four texts (nos. 69, 72, 73, 74), all of which come from Adab. This clause, placed after the no-contest clause and

²⁸²The translation follows Jolowicz, *op. cit.*, p. 145.

²⁸³*Paulys Real-Encyclopädie der klassischen Altertumswissenschaft*, Neue Bearbeitung, begonnen v. G. Vissowa, herausgegeben v. W. Kroll (Stuttgart, 1928), vol. XXV, pp. 139-141 (under "Libripens").

²⁸⁴This analogy was also noted by Wilcke, *RLA* 5, p. 507, as is evident from his translation of the weigher of silver as "Libripens."

²⁸⁵*The Evolution of the Aryan*, translated from German by A. Drucker (New York, 1897), p. 204 n. 1.

²⁸⁶*Jewish Law: Its Influence on the Development of Legal Institutions* (New York, 1956), p. 9.

before the date, reads šu PN énsi adab^{ki} (no. 74 omits šu), “by the authority of PN, the governor of Adab.”²⁸⁷

It can be established that the official authorization or certification was given in several other sale transactions, even though this is not explicitly stated in the text. Thus in five cases the sale was authorized by a governor (nos. 66, 66*, 66**, 66***, 94*), as one may infer from the transfer clauses recorded in these documents.²⁸⁸ In nos. 66, 66*, 66**, and 66***, which come from Nippur, the object of sale was transferred in the presence of PN, the governor of Nippur (igi PN énsi nibru^{ki}-ka-šè in-na-sum). In all four instances the tablet is sealed with the governor’s seal. In no. 94*, which stems from Umma, the transfer was likewise performed before the governor (igi énsi-ka-šè i-fb-dib).

Similarly, in the Adab text no. 67 the transfer of the sold slave was performed by a “retainer” of the governor in the presence of the governor’s father ([igi] PN ad-da énsi-ka-šè PN₂ egir énsi sag ba-sum). The tablet bears an impression of PN₂’s seal. Apparently both the “retainer” and the governor’s father acted in an official capacity in this transaction.

In four instances the sale was certified by a judge or judges (nos. 1, 86, 100, 109). In no. 1, which comes from Nippur, the object of sale was transferred by the seller in the presence of a royal judge (igi PN di-kud lugal-[ka]-šè). The tablet is sealed with the judge’s seal. The Ur text no. 109 contains the statement: kišib PN di-kud i-b-ra, “the seal of PN, the judge, was rolled.” As in the previous case, the tablet bears an impression of the judge’s seal.²⁸⁹ In no. 86, which stems from Lagaš and is not a regular sale document but a certification of sale included in a collection of various legal cases, we read that the transaction was concluded before judges (igi di-kud-ne-[šè]). Another interesting feature of this transaction is that it was attended by a “bailliff” (maškim). Finally, no. 100, probably coming from Umma, contains a note [d]ji-til-la dumu gar-ša-na^{ki}-ka, “completed legal case of the citizens of Garšana.” The use of the term di-til-la in reference to a sale suggests that this transaction too was authorized or certified by a judge.

In another text (no. 66***) witnesses include a royal judge (di-kud lugal), who possibly appeared in an official capacity in that transaction.

Four other sales were authorized by a “mayor” (ḥa-za-núm). In no. 114, which belongs to the SI.A-a archive, a “mayor” heads the list of witnesses and also seals the tablet. In no. 76, which comes from Ešnunna, and in nos. 120 and 127, whose provenience is unknown, the first witness is likewise a “mayor.” Even though these texts lack the ḥa-za-núm’s seal, we may assume that in each case this official was responsible for the sale’s authorization.²⁹⁰

²⁸⁷For this meaning of šu, see Falkenstein, *NSGU* 3, pp. 162–163.

²⁸⁸For this clause, see 2.5.

²⁸⁹Note that in the inscription of his seal this person is identified as ga-ešg a-ab-ba-ka, “seafaring merchant.”

²⁹⁰A ḥa-za-núm heads the list of witnesses also in the loan documents *NATN* 310:7 and 326:6, and in the hire(?) agreement *NRVN* 1 226:8, all three stemming from Nippur. Further, note that the same

The Adab text no. 68 is sealed, apart from the seller, by an official called nu-banda adab^{ki}, “military commander of Adab,” who also heads the list of witness. It appears that, as in the cases discussed earlier, this official authorized the transaction in question.

Finally, the house sale no. 88*, which comes from Umma, lists, following the list of witnesses and before the date formula, gifts which were presented to an um-mi-a, “master (house surveyor).” Based on earlier and later parallels (see 2.13.3 and 2.13.4), I assume that this official was responsible for the measuring of the sold house and for the certification of the transaction.²⁹¹

2.13.2. Although, with the exception of text no. 86, Lagaš sale documents do not mention any authorizing officials, we have indications that at Lagaš sales required the authorization of the local governor.²⁹² This practice, as we have seen earlier, is documented also for Adab, Nippur, and Umma.

The existence of such a requirement is implied by the Lagaš court record *NSGU* 2 83, which deals with the litigation concerning a slave woman. In the course of that litigation the defendant declared before the court that the contested slave woman had been purchased by his mother before the governor: igi PN é[nsi-ka-šè] PN₂ ama-mu-àm i[n-sa₁₀], “PN₂, my mother, had [bought] (her) before PN, the gov[ernor]” (lines 8–9).

Even more instructive here are the references, found in several Lagaš court records, to sales that were concluded “by/under the authority of the governor” (šú PN énsi-ka-ta), since this phrase, we will recall, is the mark of official authorization in Adab sale documents. Thus, in *NSGU* 2 193 the court established that the woman who had denied her slave status had been purchased “by the authority of the governor”: šú PN [én]si-ka-ta sám til-la-ni 1 gín igi-3-gál kug-babbar-šè PN₂ lú-má-gal-gal-ke₄ PN₃ ama-na in-ši-sa₁₀, “PN₂, the big-boat sailor, had bought (her) from PN₃, her mother, for her price, 1 1/3 shekels of silver, by the authority of PN, the governor” (lines 23’–27’). Similarly, in another court record (Sollberger, *AOAT* 25, pp. 439–440 no. 4), the witnesses testified that the slave woman who had contested her slave status had been bought from her father “by the authority of PN, the governor” (šú PN énsi-ka-ta).

The phrase šú PN (énsi)-ak-ta occurs, in difficult contexts, in the court records *NSGU* 2 43 and 71, which also deal with litigations concerning slaves. In the first of them, it was confirmed before the court that the contested slave woman had been sold by

“mayor” who authorized the transaction recorded in no. 114 is a witness in the loan document *TIM* 3 145:13, which also bears an impression of his seal.

²⁹¹Other possible examples of authorizing officials may be provided by the transfer clauses of the Nippur sales nos. 11 and 32, which name a “cook of the storehouse” (no. 11) and a “supervisor” and a “farmer” (no. 32) as the persons in whose presence the transfer was performed. See also no. 34:1’–3’.

²⁹²This can be documented at least as far as the sales of persons, especially minors, are concerned (see below for evidence). In other cities the governor’s authorization was given primarily in sales of persons, but also in sales of houses (no. 73).

her father to a certain Lu-daga, without “the authorization of PN (i.e., the governor), and (without) the decree of the (royal) palace having been handed down” (šu PN nu-ù-da-me-a-aš inim é-gal nu-ù-da-an-šub-ba-aš, lines 4–5). Consequently, she was adjudged to her claimant, named Ur-Igalim.

As I interpret this case, the woman in question had originally been sold by her father to Ur-Igalim, most probably for debts. Some time later her father sold her again to Lu-daga. Since the slave woman had not been freed by a royal enactment²⁹³ prior to the second sale, and furthermore, since that sale was not authorized by the governor, she was returned to the first buyer.

NSGU 2 71 deals with a similar case. The object of that litigation was a slave (or a slave woman) named Umma-gina, whose father was the property of a certain Azmu. Umma-gina had been sold with the authorization of the governor by his mother to the fisherman Šeš-kala, to be subsequently claimed by a son of Azmu. The court proceedings established that Umma-gina had been sold “without the king’s decree having been handed down” (inim lugal nu-ù-da-šub-ba-àm, line 12). Although the court’s ruling is not given, he was in all probability adjudged to the claimant. It appears that Umma-gina and his father had originally sold themselves to Azmu, probably in debt servitude. Since the text makes no further mention of the father, he probably died while serving Azmu. Some time later Umma-gina was sold by his mother to Šeš-kala. The transaction was authorized by the governor, who apparently was unaware of the fact that Umma-gina belonged to Azmu (or to his heirs). In spite of its having been authorized by the governor, however, the sale was declared invalid because Umma-gina had not been freed first by a royal enactment.

2.13.3. References to authorizing officials occur already in Fara sales. These documents mention basically four types of officials: um-mi-a lú-é-éš-gar, “master house surveyor,” nigir-sila, “street herald” (or gal-nigir, “chief herald”), dub-sar (GÁNA), “(field) scribe,” and ENGAR.UŠ²⁹⁴ (reading and meaning uncertain). The first two officials appear in sales of houses, while the latter two act in sales of fields. In two Fara field sales²⁹⁵ a sag-dus, “field registrar,” is also listed, as well as a GU.SUR.NUN,

²⁹³I assume that this phrase refers to the *mīšaru* act, which was promulgated periodically to free natives from (debt) slavery; note that in *NSGU 2 71*, discussed below, inim é-gal is replaced by inim lugal. The possibility that a *mīšaru* act is meant here was considered already by Jacobsen *apud* Siegel, *Slavery*, p. 36 n. 27. Cf. also Falkenstein, *NSGU 1*, pp. 90–91, 145, who, however, thought that the purpose of that enactment was to prohibit the sale of native children (rather than to free natives from debt servitude). But, if one assumes with Falkenstein that in *NSGU 2 43* the sale was illegal because the slave woman had been sold by her father in violation of that law, then it is difficult to explain why, instead of being freed by the court, she was given in servitude to another person.

²⁹⁴In *ArOr 39* (1971):14 iv 3 this official is called simply engar.

²⁹⁵*WO 8* (1976):180; A 33676, unpubl.

“field assessor,” or the like. All of these officials are regularly offered gifts,²⁹⁶ apparently as a remuneration for their services.

Since the “master house surveyor” and “street herald” (or “chief herald”) appear only in house sales, whereas the “(field) scribe” and ENGAR.UŠ are found only in field sales, it follows that each pair of officials performed complementary functions, depending on whether the object of sale was a house or a field. In this arrangement the “master house surveyor” was without doubt the counterpart of the “(field) scribe,” for we know that both were responsible for the surveying, and probably also for the registration of real estate. As concerns the other two officials, only the duties of the “street herald” stand out clearly. Since the nigir served as a town crier and was an instrument of publicity par excellence, it appears that in sales the nigir-sila (and the gal-nigir alike) was responsible for the publicity of transactions involving the alienation of real estate located within the town (i.e., houses and house-lots). The meaning of ENGAR.UŠ is unknown, but if we assume that his duties paralleled those of the “street herald,” he would be responsible for the publicity of field sales.²⁹⁷

In two ancient kudurrus, “Chicago Stone” and “Baltimore Stone,”²⁹⁸ which date to the Fara or earlier phase of the Pre-Sargonic period and deal with multiple purchases of fields, most of the individual transactions list, at their very end, the same four men, described as engar zag/ki durun_x(TUŠ.TUŠ), “engar who sat on a side / at (that) place.” The fact that the same individuals are named in this position in different transactions suggests that they should be interpreted as officials, whose role was similar or even identical to that of the ENGAR.UŠ of Fara sales.

Passing now to the Pre-Sargonic period, five Lagaš documents dealing with the sale of houses (*BIN 8 352*; *DP 31, 32*; *Gelb AV*, p. 236; *Nikolski 1 317*) and one document recording a slave sale (*RTC 17*), list a nigir, “herald.” In these texts the nigir performs the gag . . . dù and ì zag . . . ak rites, symbolizing the transfer of title and

²⁹⁶In *ArOr 39*, 14, where the officials listed are a dub-sar and an engar, only the former receives a gift.

²⁹⁷Outside of sale documents, this official (to be interpreted as apin-ús?) appears also in the Fara text *TSŠ 150 ii 10* and in the Pre-Sargonic Lagaš tablets *DP 590 iii 11*; *VAS 14 170 ii 10*. It is significant that, as noted in n. 294, in the Fara sale *ArOr 39*, 14, the ENGAR.UŠ is replaced by an engar. This indicates that the function of the ENGAR.UŠ was related to that of the engar, who in the Fara and Pre-Sargonic periods was a high official in charge of agricultural matters (*agronomos* or the like). Here note that the engar also seems to have been involved in the surveying and registration of fields. This is suggested by the fact that the same person, named Lugal-kur, is first attested as an engar (*VAS 14 173 iv 13–14 - Lugaland 4*), and some years later, as a lú-éš-gid, “field surveyor” (*DP 133 viii 8–9 - Urukagina 1*). It is clear, however, that ENGAR.UŠ cannot be identical with engar, since both terms appear in *DP 590 iii 11*, iv 2.

²⁹⁸*Gelb et al.*, *ELTS* nos. 14 and 15.

assuring the publicity of the transaction, and he receives gifts for his services.²⁹⁹ The “herald” does not figure in contemporaneous Lagaš field sales (note that in such transactions the rites in question were performed by the seller!), in whose place the “Lummatu Tablet II”³⁰⁰ obv. xi names “scribes” (dub-sar-me), further described as lú-GÁNA-[gíd-da-me], “field surveyors.” Field surveyors are also listed in the field sale *Bibl. Mes.* 3 10 ix 1.³⁰¹

The practice of having two different officials attend the sales of houses and the sales of fields is clearly a continuation of the Fara tradition. It is noteworthy that this practice persisted as late as the early Old Babylonian period (see 2.13.4).

The only certain instances of authorizing or attesting officials in Sargonic sale documents come from the “Maništušu Obelisk”³⁰² and the “Sippar Stone.”³⁰³ Transaction C3 of the “Maništušu Obelisk” lists three officials, LÚ.ÉŠ.GÍD, “surveyor,” DUB.SAR, “scribe,” and SAG.DU₅, “field registrar,” who receive gifts, labeled as NÍG.BA LÚ.GÁNA.GÍD.DA, “gift of the field surveyors” (Side C xii 25 – xiv 18). In the “Sippar Stone” three transactions name an official called DUB.SAR GÁNA, “field scribe” (obv. ii 1’–4’, iv 21’–25’, vii 18’–22’), who probably was responsible for the surveying, and perhaps also for the registration, of the sold fields. This official, like the “field surveyors” of the “Maništušu Obelisk,” receives a gift.

Another Sargonic instance of the sale authorized by an official may be provided by the text *TIM* 9 99. In that document, which deals with a slave sale, the wife of the temple administrator (sanga) declared in the presence of witnesses that the slave was free of claims, and she gave her permission for the sale: níg-na-me nu-da-tuku [ini]m-mu-ta hē-sa₁₀-sa₁₀ bí-duga, “she declared: ‘There are no claims (on him); he (i.e., the buyer) may buy him with my permission/authorization’” (lines 20–22).³⁰⁴

2.13.4. In later times, the only sale transactions that were consistently authorized by an official are the early OB sales of real estate from Ešnunna.³⁰⁵ These transactions were attended either by the KA.KI (Akk. *kakikku*), “house registrar,” or the SAG.DU₅ (Akk. *šassukku*), “field registrar,” depending on whether the sold property was a house

²⁹⁹The exceptions are *Gelb AV*, p. 236, and *RTC* 17, where the nigrir does not receive any gifts.

³⁰⁰*NFT*, pp. 246, 262–264, plus unpubl. fragments = *Gelb et al.*, *ELTS* no. 23.

³⁰¹lú-GÁNA-gíd-da-me; the preceding line is probably to be restored [dub-sar-me], “scribes.”

³⁰²*MDP* 2, pls. 1–10 = *Gelb et al.*, *ELTS* no. 40.

³⁰³*RSO* 32 (1957):84 = *Gelb et al.*, *ELTS* no. 41.

³⁰⁴A similar declaration is found in the Ur III letter-order *TCS* 1 80:3–6, where the sender, apparently a high administrative official, instructs the addressee that: gíš-kiri₆ PN inim-mu-ta hē-ib-sa₁₀-sa₁₀ lú-na-me inim nu-un-gá-gá, “he may buy the orchard of PN with my permission; no-one should lay a claim to it.” The phrase inim . . . -ak-ta (Akk. *ana qabē*), “by/under the authority of (someone),” may also indicate guarantorship. See n. 255.

³⁰⁵Whiting, *Seals and Sealing*, pp. 67–69.

or a field. The attending official is named in a special clause, placed after the oath and before the date formula, which reads: PN KA.KI / SAG.DU₅.KE₄ IN.GÍD, “PN, the house/field registrar, measured out (the property).” The official in question also seals the tablet.

The KA.KI occasionally appears in OB house sales from other places. For example, the Ishchali sale document *UCP* 10, p. 111 no. 36:21 (collated by Greengus, *Bibl. Mes.* 19, p. 118) contains the same clause as the Ešnunna texts: PN KA.KI IN.GÍD, “PN, the house registrar, did the measuring.” He is also listed among witnesses in several house sales from Ur (e.g., *UET* 5 136:15, 143:22, 144:24) and Kutalla (e.g., *Jean Tell Sifr* 11a:26, 16a:11, 94:17). In all these instances the KA.KI was apparently responsible for the measuring out of the sold house. In this connection note that the Kutalla and Sippar house sales also name among witnesses an official called *rab sikkātim*, “supervisor of pegs”³⁰⁶ (e.g., *Jean Tell Sifr* 39:27, 56:23, 59:26; *BE* 6/1 105:32). He, too, may have acted in an official capacity in these transactions.

As far as I know, in Middle Babylonian times the official authorization of sales is attested only at Alalakh and Ugarit. Both at Alalakh and Ugarit sales and other types of private legal transactions were regularly authorized or certified by kings. Alalakh sale documents always begin with the statement: *ana/ina pāni* PN LUGAL, “before PN, the king,” and are sealed with a royal seal (e.g., *Alalakh* 67, 68, 69, 70, 72, 74). Similarly, the sale documents from Ugarit are introduced by the phrase *ištu umim annim ana pāni* PN DUMU PN₂ LUGAL ^{uru}ugarit, “since this day, before PN, son of PN₂, the king of Ugarit,” and they are likewise sealed with a royal seal (e.g., *MRS* 6/2 15.136, 15.167+163, 15.190, 16.133, 16.139).³⁰⁷

In still later times Achaemenid sales and other types of legal transactions were occasionally certified by judges.³⁰⁸ This is expressed by the phrase: *ina* IGI PN LÚ.DI.KUD (GN), “before PN, the judge (of GN)” (e.g., *BE* 9 1, 12, 75; 10 95; *VAS* 5 126). There is also an instance of a sale that was authorized by a temple administrator of Sippar: [*ina*] *ma-ḥar* PN [LÚ.SANGA] *sippar*^{ki} *šá-ta-ri šaṭ-ra*, “the document was written down [before] PN, the [temple administrator]” (*VAS* 5 60:23–24).³⁰⁹

2.14. Scribe

2.14.1. The scribe who wrote the sale document is named in four texts from Adab (nos. 68, 69, 72, 73), two texts from Ešnunna (nos. 75, 76), one text from Ur (no. 106), and one text of unknown origin (no. 127). With the exception of the Ešnunna texts, the scribe is listed as the last witness. This practice is continued in OB and later sale

³⁰⁶For the use of *sikkatu* in sales of real property, see the commentary to no. 62.

³⁰⁷For a discussion of the role of the crown in authorizing private transactions at Ugarit, see G. Boyer, *MRS* 6/1, pp. 283–293.

³⁰⁸J. Kohler and A. Ungnad, *HAU*, p. 74; San Nicolò and Ungnad, *NRV*, p. 57 n. 9.

³⁰⁹The reconstruction follows San Nicolò and Ungnad, *NRV*, p. 57.

documents (see 2.14.2). In both Ešnunna texts the scribe appears, together with the weigher of silver, after the list of witnesses and separately from it. Furthermore, in no. 75 the scribe uniquely seals the tablet. Scribes are also included among witnesses in several other texts (nos. 12, 27, 67, 88*, 91, 94*, 110, 121), but since their names are placed at random, it is uncertain whether they were designated scribes or simply witnesses.³¹⁰

2.14.2. A record of the scribe who wrote the respective tablet is attested already in a Pre-Sargonic sale document from Lagaš: níg-lú-nu-túm dub-[sar] im-bi [e(?)]-sar, “Niglunutum³¹¹, the scribe, wrote this tablet” (*FT* 2, pl. XLIII AO 12174 v 6 – vi 2).³¹² This note is placed at the very end of the text. Similar notes occur in two Sargonic sale documents: PN dub-sar-pi, “PN (was) the scribe” (*MAD* 4 15:25); PN [D]UB.SAR [š]a-ti-ir DUB, “PN, the scribe, wrote the tablet” (*UCP* 9, p. 204 no. 83 iv 2–5, collated). The scribe is also named in the Sargonic sale *Or. NS* 51 (1982):355–356 iv 1–4, where he receives various commodities, evidently as a remuneration for the writing of the tablet. In all three instances the scribe is listed following the list of witnesses, at the very end of the tablet.

In Old Babylonian sale documents, the scribe is named quite regularly, usually as the last witness.³¹³ The same practice is followed by the Middle Babylonian³¹⁴ and Neo-Babylonian texts.³¹⁵

2.15. Witnesses

2.15.1. The list of witnesses³¹⁶ is a standard component of the Ur III sale document. Out of the total of 120 texts that preserve the section where this list is expected, only six texts omit it (nos. 5, 14, 62, 86, 100, 109).

³¹⁰Apart from sale documents, scribes are occasionally listed also in Ur III court records. See [P]N dumu PN₂-ke₄ mu-sar^{ar}, “PN, son of PN₂, wrote (this tablet)” (*NSGU* 2 12:22); PN-ke₄ mu-sar (*ibid.* 208:65); PN dub-sar-bi-im, “PN was the scribe” (*ibid.* 125:12).

³¹¹níg-lú-nu-túm is a personal name and not an independent clause, as assumed by Edzard, *SRU*, p. 66. Cf. Bauer, *ZA* 61 (1972):321. This PN is fairly common in Pre-Sargonic Lagaš texts; see, e.g., *VAS* 14 179 iv 2.

³¹²Note also that the colophons of the literary and lexical texts from Fara and Abu Salabikh occasionally name the scribe: PN dub mu-sar. For occurrences, see R. D. Biggs, *OIP* 99, p. 34.

³¹³Poebel, *OLZ* 10 (1907):175; Schorr, *VAB* 5, p. XXXV; Matouš, *ArOr* 18/4, 52.

³¹⁴See, e.g., Petschow *MRWHS* 1, 2; *BE* 14 128a.

³¹⁵Petschow, *Kaufformulare*, pp. 8, 44, 70.

³¹⁶For a discussion of witnesses and the attestation of legal transactions in Ur III times, see Falkenstein, *NSGU* 1, pp. 68–69; Lutzmann, *Die neusumerischen Schuldurkunden* 1, pp. 85–94. For witnesses in the earlier periods, see Krecher, *ZA* 63, 160–161, 177–178.

The individual entry of the list of witnesses shows the following variants:

- (1) igi PN-šè, “before PN”: nos. 17, 34, 44, 45, 50, 55, 65, 78, 79, 80, 81, 92, 94*, 94***, 98, 99, 102, 106, 107, 108, 110?, 111, 112, 117*, 119, 120, 121, 122, 125.³¹⁷
- (2) igi PN, “before PN”: nos. 26, 28, 43, 46, 75, 76?, 87, 88?, 101, 104, 113, 113*, 114, 115, 116, 126, 127, 128.
- (3) lPN-šè, “before PN”: no. 96.
- (4) lPN: nos. 1, 4, 6, 7, 10, 16, 21, 22, 25, 31, 32, 33, 36a, 37, 38, 41, 47, 49, 51, 52, 57, 58, 60, 66, 66*, 67, 69, 70, 73, 77, 82, 89, 91, 93, 94, 94**, 95, 97, 105, 123.
- (5) PN: nos. 2, 13, 19, 27, 64, 66***, 84, 85, 88*, 90, 117.
- (6) igi PN-šè - first witness, lPN - following witnesses: nos. 15 (omits -šè), 24, 35 (igi PN-šè - two first witnesses), 42, 63, 68 (igi PN - five? first witnesses), 72.
- (7) igi PN-šè - first witness, PN - following witnesses: nos. 3 (omits -šè), 12.

In nos. 11, 20, 29, 30, 40, 53, 56, 59, 66**, 83, 103, 118, and 124, lists of witnesses are partially destroyed, which makes it impossible to determine their respective styles.

The list of witnesses is usually followed by the rubric lú-inim-ma-bi-me, “these are the witnesses.” The term lú-inim-ma /lu-inim-ak/, “man of transaction/legal case,” corresponding to the Akk. *šibu*, is the standard word for “witness” in Ur III times.³¹⁸ In nine instances (nos. 33, 88*, 89, 91, 93, 94, 94**, 98, 104), the rubric reads lú-ki-inim-ma-bi-me (in nos. 88*, 93, 94, and 98 written lú-ki-inim-ma-me). lú-ki-inim-ma /lu-ki-inim-ak-ak/, “man of the place of the transaction / legal case,” describes witnesses before the Ur III period (see 2.15.2).³¹⁹ The plural ending -és after the rubric is spelled out in seven instances (nos. 19, 33, 88*, 89, 95, 97, 105).³²⁰

³¹⁷In nos. 106 and 108 the last entry of the list reads ù igi PN-šè.

³¹⁸For this term, see Falkenstein, *NSGU* 1, p. 68 and n. 3; Krecher, *ZA* 63, 160–161.

³¹⁹In addition to the present occurrences, lú-ki-inim-ma occurs also in the Ur III texts *NSGU* 2 30:18, 51:9; *NATN* 136:9; etc. Krecher, *ZA* 63, 161, considers lú-ki-inim-ma to be an abbreviation of *lú ki inim-ma-ka gub-ba / tuš-ša, but no examples of such a construction are attested. More likely, therefore, lú-ki-inim-ma is a double genitive.

³²⁰As observed by Hallo, *HUCA* 29 (1958):76 and nn. 12–13, in the material from Puzriš-Dagan the ending -me-és replaces the earlier -me around the middle of Šu-Sin’s reign. This in principle appears to be true of sources from other places as well. Note that out of the seven sale documents that have -és in this position five date to the reign of Šu-Sin: nos. 19 (ŠŠ 1), 33 (ŠŠ 7), 95 (ŠŠ 7), 97 (ŠŠ 9), 105 (ŠŠ 4). However, the remaining two occurrences (nos. 88*, 89), which date to sometime before Š 33 and to Š 36, respectively, warn against too dogmatic an insistence on the point.

In thirty texts the rubric is lacking (nos. 17, 26, 34, 43, 44, 45, 51, 55?, 63, 65, 75, 80, 81, 92, 94*, 94***, 99, 102, 107, 108, 116, 117*, 119, 120, 121, 122, 125, 126, 127, 128).

The list of witnesses is usually placed after final clauses and before the date. Several texts use a different order, however, with a list of witnesses between the operative section and final clauses. In such cases the list of witnesses often concludes with the phrase *igi-ne-ne-šè, igi-bi-šè, or šu-ut ma-ḥa-ar-šu-nu*, which combines it with the following clause(s) into a single sentence: “PN’s, these are the witnesses, before them such-and-such act(s) took place.” The final clauses which may occur in this position are: (1) no-contest clause; (2) *giš-gana . . . bala* clause; (3) *giš-gana . . . bala + no-contest* clauses; (4) transfer + no-contest clauses.

- (1) PN’s LÚ.INIM.MA.BI.ME *šu-ut ma-ḥa-ar-šu-nu* + no-contest no. 113.
PN’s *lú-inim-ma-bi-me igi-ne-ne-šè* + no-contest: no. 115.
PN’s *igi-ne-ne-[šè] lú-inim-ma-[bi-me]* + no-contest: no. 87.
PN’s *igi-ne-ne-šè* + no-contest: nos. 117*, 127.
- (2) PN’s [*igi-ne-n]e-šè* + *giš-gana . . . bala*: no. 116.
- (3) PN’s [*lú-in]im-ma-bi-me [igi-n]e-ne-šè* + *giš-gana . . . bala + [igi-ne-n]e* + no-contest: no. 114.
PN’s *igi-ne-ne-šè + giš-gana . . . bala + no-contest*: no. 119.
- (4) PN’s *lú-inim-ma-bi-me igi-bi-šè* + transfer + no-contest: nos. 56, 68, 69, 72, 73.
PN’s (each *igi PN-šè*) + transfer + *igi-bi-šè* + no-contest: no. 65.

The list of witnesses is placed between the operative section and final clause(s) in several other texts, with the difference that “before them” is absent. The clauses found there are: (1) no-contest (nos. 25, 31, 41, 46, 52, 82, 96, 120); (2) *giš-gana . . . bala* (nos. 121, 128); (3) *giš-gana . . . bala + no-contest* (no. 88); (4) completion-of-transaction clause (no. 122).³²¹

As already noted, the list of witnesses is lacking in only six instances. The transactions recorded in nos. 86 and 109, and probably also in no. 100, were concluded before, and authorized by, judges (see 2.13.1). We may speculate that the authorization or attestation of a sale transaction by a judge offered a sufficient safeguard against future claims, and that in such instances the attestation by witnesses was not required. Text no.

³²¹The practice of placing final clauses after the list of witnesses and the phrase “before them” is documented already in the Sargonic period. See, e.g., 12+[x] PN’s *lú-inim-ma-bi-m[e] inim-bi igi-ne-n[e]-t[a] a[l-ti]* + no-contest clause (*BIN* 8 158:9-33); [x]+7 PN’s *lú-ki-inim-ma-bi-me igi-ne-ne-ta mu lugal in-pa* (*BIN* 8 164 rev. 1’-10’); 3 PN’s . . . *lú-ki-inim-ma-me ig[i]-ne-ne inim-pi al-til* (Böhl Coll. 929:15–21, unpubl.). A similar arrangement is found in the early OB sales of real estate from Ešnunna, which have, following the list of witnesses and the phrase *IGI.NE.NE.ŠÈ*, a no-contest clause and the statement that the *SAG.DU*5 or the *KA.KI* official did the measuring. See Whiting, *Seals and Sealing*, pp. 69–70.

62 is recorded on a clay cone (*sikkatu*), and not on a regular tablet. The absence of witnesses in this document possibly is explained by the fact that the *sikkatu* served a different function than the standard sale document.³²² No explanation of this anomaly is apparent in the case of nos. 5 and 14.

The number of witnesses ranges from two (no. 94***) and three (nos. 26, 42, 72, 98, 106, 107) to more than fourteen (no. 27), the most common figure being between five and eight.

Although in most cases the nature of the relationship between the witnesses and the parties to the transaction is not known, the available data suggest that witnesses were drawn equally from among the relatives and acquaintances of both the buyer and the seller. There is no reason to believe, however, that an even ratio was required between the representatives of each. In the following instances witnesses are related either to the buyer or the seller: (1) a buyer’s brother (nos. 63, 97); (2) a buyer’s son (no. 64); (3) a seller’s son (nos. 41, 75, 116); (4) a seller’s wife and son (no. 119); (5) a son-in-law of the seller (no. 88*); (6) two witnesses have the same occupation, “mason” (*šidim*), as the seller (no. 92); (7) two witnesses come from the same town as the seller, and one of them has the same occupation as the seller, “officer (in charge) of sixty (men)” (*ugula-gešta*) (no. 10); (8) one witness has the same occupation, “physician” (*a-zu*), as the buyer (no. 94*).

In text no. 63 the witnesses are uniquely divided into two groups: “neighbors” (*ūsar-da-gi4-a-me*) and “merchants” (*[d]jam-gār-me*). Since one of the “merchants” is the buyer’s brother, it appears that this group comprises the witnesses of the buyer. Accordingly, the “neighbors” can be identified as the witnesses of the seller.³²³

Even more unusual is the case of no. 67, which lists, apart from the regular witnesses identified as *lú-inim-ma-bi-me*, another group of people who are described as [*ki*] PN [*sag i]n(?)*]-*sa10-a tuš-ša-me*, “(persons) who sat [at the place] where PN bought the [‘head’].” If my reading of the text is correct, the latter include the weigher of silver and the guarantor.

A possible parallel here is provided by an Ur III legal document from Umma (*RA* 11 [1914]:27), in which the persons who attested the agreement in question are divided into *lú-ki-inim-ma-me* and *lú ki-ba gub-ba-me*. Apparently, in this text the first group are witnesses proper, i.e., persons who were especially designated for attestation. In contrast, the *lú ki-ba gub-ba-me*, “the ones who stood (there),” should probably be interpreted as “bystanders,” i.e., persons who were simply present at the place where a transaction took place.

³²²See the commentary to no. 62. It should be noted, however, that the Pre-Sargonic sale documents recorded on such cones (e.g., *DP* 31, 32) always contain a list of witnesses.

³²³Note that in the early OB sales of real estate from Ešnunna the first three or four witnesses are identified as *ÚS.SA.DU A.ŠAG4.GA.ME / É.A.ME*, “neighbors of the field/house.” See Whiting, *Seals and Sealing*, pp. 69–70.

The latter type of witness finds an analogy in the *lú-mar-za*, interpreted by Falkenstein as “Publizitätszeugen,”³²⁴ who attended court proceedings in Ur III Lagaš: *lú-mar-za ki-ba gub-ba-me / tuš-ša-me*, “*lú-mar-za* who stood/sat at that place.”³²⁵ Further, note the usage of *ki-ba . . . tuš* in the court records *NSGU 2 18:11-12* and *56:10'*, where this expression in both instances describes a person who was present during a transaction, but was neither a party nor a witness to it.³²⁶

Based on these parallels, tentatively we may assume that in no. 68 the persons who “sat” during the transaction were likewise “bystanders” or “Publizitätszeugen.” Such an assumption is weakened somewhat by the inclusion among them of the weigher of silver and the guarantor, although it is possible that by placing the weigher of silver and the guarantor with the “bystanders,” the scribe merely intended to distinguish them from the witnesses proper.³²⁷

2.15.2. The list of witnesses is a standard component of sale documents already in the Fara period. In the Fara sales (as well as in other types of legal documents) the names of witnesses are marked with a “Personenkeil”³²⁸ and the list is followed by the rubric *lú-ki-inim*,³²⁹ once written *lú-ki-inim-ma-me*.³³⁰

In Pre-Sargonic and Sargonic sources the names of witnesses are likewise marked with a “Personenkeil,” but the prevalent rubric now is *lú-ki-inim-ma-bi-me*.³³¹ In

³²⁴*NSGU 1*, pp. 54–58.

³²⁵Note that in the court records from Umma (e.g., *NSGU 2 62, 69, 110, 122, 138*) such “Publizitätszeugen” are identified simply as *lú ki-ba gub-ba-me*. Cf. Falkenstein, *NSGU 1*, p. 58.

³²⁶Such a witness may appear in a Sargonic sale document from Nippur (*OIP 97* no. 13 rev. 9–10), where the name of one of the witnesses is followed by the note *ki-ba l-tuš*, “he sat at this place.” Further, note the use of the phrase *ki-ba . . . durun* (TUŠ.TUŠ) in reference to the engar-officials, who appear in the “Chicago Stone” and “Baltimore Stone” (see 2.13.3). In this connection we may also mention the witnesses, identified as *ina ašābi ša PN*, who occasionally appear next to the standard witnesses, *mukinna*, in Neo-Babylonian sales and other types of legal transactions (e.g., *Nbn. 65, 67*). Since *ina ašābi ša PN* are invariably women (cf. *CAD A/2*, p. 391b), it is possible that this form of attestation was reserved for the persons who, because of their sex or some other reason, were not fit to act as *mukinna*.

³²⁷Although the weigher of silver and the guarantor are usually listed separately from witnesses, in some instances they are included among them. See 2.11.1 and 2.12.1. Whereas the weigher of silver was a neutral party, and thus could be classed as a witness, the same is not true of the guarantor who as a co-seller was a party to the transaction. This shows that sale documents use the designation “witness” in a broad and not very consistent way.

³²⁸For a discussion of the use of “Personenkeil” before Ur III times, see Krecher, *ZA 63*, 161–165.

³²⁹For examples, see Edzard, *SRU*, p. 216; Krecher, *ZA 63*, 263.

³³⁰*ArOr 39* (1971):14 iii 7.

³³¹For examples, see Edzard, *SRU*, pp. 216–217; Krecher, *ZA 63*, 263.

addition, some of the Sargonic texts use the term *lú-inim-ma* (e.g., *BIN 8 158:31, 166:25*), probably an abbreviation of *lú-ki-inim-ma*,³³² which becomes standard in the Ur III period. Also in Sargonic times we find for the first time, in the text *MAD 4 14:14–19*, the use of *igi* before the names of witnesses, apparently reflecting the Akkadian *maḥar*. It is notable that in that document the names of witnesses, though preceded by *igi*, are still marked with a “Personenkeil.” This hybrid way of identifying witnesses was clearly inefficient, and, not surprisingly, in the subsequent period the system used is either *igi PN* or ⁴PN (see 2.15.1).

In the Pre-Sargonic and Sargonic sales and other legal documents written in Akkadian the term for “witness” is *AB×ÁŠ*, standing for the Akkadian *šibu*, lit. “elder.”³³³ It is noteworthy that the Akkadian sources often spell out the number of witnesses: *ŠU.NÍGIN x AB×ÁŠ*, “a total of *x* witnesses.”³³⁴ This feature is not attested in Sumerian texts. The only examples of *AB×ÁŠ* in Ur III times come from the Akkadian texts *TIM 3 150* (*ŠU.NÍGIN 9 AB×ÁŠ.ME šu-ut ma-ḥa-ar-šu-nu PN MU LUGAL.BI IN.BA*) and *14 NT 266* ([11] *GUR[UŠ A]B×ÁŠ.AB×ÁŠ[gu]-sur-ra-im*).³³⁵ The term itself disappears completely after the Ur III period.

There are indications that, as in Ur III times, in the Sargonic and earlier periods witnesses were recruited from among the relatives and friends of both the buyer and the seller. For example, in three Fara sale documents (*WVDOG 45 32; Unger AV*, pp. 29–30 no. 1, pp. 37–38 no. 3) witnesses are in each case divided into two groups. Since the second group can be identified as the witnesses of the buyer,³³⁶ it seems very likely that the first group are the witnesses of the seller(s). The same distinction is made in the “Maništušu Obelisk,”³³⁷ where each of the four transactions records, in addition to the witnesses of the sellers (*x GURUŠ AB×ÁŠ.AB×ÁŠ GÁNA*), forty-nine “citizens of Akkade, witnesses of the field” (*DUMU.DUMU a-ga-dèki AB×ÁŠ.AB×ÁŠ GÁNA*), who clearly represent witnesses of the buyer, i.e., Maništušu.

2.15.3. In the lists of witnesses found in Old Babylonian sales and other legal documents the most common form of individual entry is *IGI PN*.³³⁸ In the early OB

³³²Although the OB recension of Lu distinguishes between *lú-inim-ma* and *lú-ki-inim-ma*, translating the first as *ša a-wa-im*, and the second, as *ši-i-bu* (*MSL 12*, p. 194 C4 lines 7, 9), the fact that *lú-inim-ma* and *lú-ki-inim-ma* interchange freely in Sargonic and Ur III texts demonstrates that both terms have the same sense. Cf. Krecher, *ZA 63*, 160–161.

³³³Gelb, *JNES 43* (1984):263–276. Note also *SAL.AB×ÁŠ*, “female witness,” discussed by Steinkeller, *Or. NS 51* (1982):361.

³³⁴For examples, see Gelb, *JNES 43*, 264–267.

³³⁵Cited *ibid.*, p. 264.

³³⁶Cf. Krecher, *ZA 63*, 177–178.

³³⁷Gelb *et al.*, *ELTS* no. 40.

³³⁸Schorr, *VAB 5*, p. XXXV.

sales from Ešnunna,³³⁹ as well as in certain Larsa sales,³⁴⁰ the name of the first witness is preceded by IGI, whereas the following names are marked with a "Personenkeil." As far as I know, the rubric LÚ.INIM.MA.BI.ME(EŠ), standard in Ur III times, occurs only in the OB texts from Ešnunna.³⁴¹ At Larsa³⁴² and at Ur³⁴³ the list of witnesses is followed by the note KIŠIB LÚ.INIM.MA.BI.MEŠ (ÍB.RA.AŠ), "seals of the witnesses (were rolled)." A DUB.SAR is usually the last witness listed, in the Nippur texts preceded by a BUR.GUL.³⁴⁴

2.16. Location of the transaction

2.16.1. The location of the sale transaction is given only in two texts (nos. 46, 122). In no. 122 this information is contained in the completion-of-transaction clause: é-duru₅-nigin-gar-ki-dùg gú ídur-ùl-ka inim-bi ba-ab-dug₄, "this transaction was 'done'/negotiated in the hamlet of Nigingarkidug, on the bank of the Durul." For this clause, see 2.3.2. In no. 46 the corresponding statement reads šag₄ [du₆-sa-bar]-ra. "in [Dusaba]ra." In both instances the statement of location is found after the list of witnesses and before the date.

Similar information is occasionally given in other types of Ur III legal documents. See, e.g., é Ur-LI za-bí-tum, "(in) the house of Ur-LI, the tavern-keeper" (NRVN 1 8 rev. 5'); šag₄ é-duru₅-zu-za-núm^{ki} gú ída-ba(!)-an, "in the hamlet of Zuzānum, on the bank of the Taban" (NATN 320:8-9).

2.16.2. Before Ur III times, the location of the transaction is noted in two Sargonic sale documents. In MAD 5 48 rev. 6' we find, following the list of witnesses, a note in Kiš^[ki], "in Kiš." In MAD 5 65:10-34 the statement of location is part of the list of witnesses: in É-ti PN DUMU.SAL PN₂ in a-ga-dè^{ki} 10 PN's ŠU.NÍGIN [10] AB×ÁŠ PN₃ in [a]-ga-dè^[ki] KUG.BABBAR iš₁₁-ku-[lu], "in the house of PN, daughter of PN₂, in Akkade, ten PN's, a total of ten witnesses of PN₃ (i.e., of the buyer), weighed out the (price) silver in Akkade."

See also 4.2 for evidence that in the early periods sale transactions usually took place in the buyer's house.

2.17. Date formula

2.17.1. The date formula is an indispensable element of the Ur III sale document. It is attested in 107 out of the total of 116 texts which preserve the section where the date

³³⁹Whiting, *Seals and Sealing*, p. 70.

³⁴⁰Matouš, *ArOr* 18/4, 52-53.

³⁴¹Whiting, *Seals and Sealing*, p. 70.

³⁴²Matouš, *ArOr* 18/4, 52-53.

³⁴³Kraus, *WO* 2, 22.

³⁴⁴Schorr, *VAB* 5, p. XXXV.

formula is expected. Only in nine instances is the date formula omitted (nos. 62, 63, 64, 65, 86, 94, 124, 125, 128). This formula is regularly written at the very end of the text. The only deviation from this rule is found in no. 111, where the month-name is placed between the operative section and the list of witnesses.

The date formula occurs in the following six variants:

- (1) year-name alone (mu x): nos. 4, 5, 12, 14, 19, 33, 42, 67, 68, 69, 72, 73, 74, 75, 78, 81, 90, 91, 95, 96, 100, 101, 112, 113, 113*, 114, 115, 116, 118, 120, 121, 124, 126, 127.
- (2) month-name + year-name (iti x mu x): nos. 1, 3, 15, 16, 17, 18, 21, 24, 25, 27, 28, 30, 31, 34, 36a and b, 40, 41, 43, 44, 45, 46, 47, 48, 49, 51?, 52, 76, 77, 79, 80, 82, 87, 88, 94*, 94**, 94***, 97, 98, 99, 102, 103, 104, 105, 106, 107, 108, 109, 111?, 117, 117*, 119, 122, 123.
- (3) month-name + day + year-name (iti x ud x (ba-zal) mu x): nos. 2, 10, 11, 13, 20, 22, 23, 26, 29, 32, 35, 37, 38, 39, 50, 57, 89.³⁴⁵
- (4) ud-ba date alone: no. 88* (ud-ba a-ḥu-a énsi umma^{ki}).
- (5) month-name + ud-ba date: no. 93 (ud-ba ur-^dli₉-si₄-na énsi umma^{ki}).
- (6) ud-ba date + year-name: no. 92 (ud-ba ur-^dli₉-si₄ énsi umma^{ki}).

As we can see from the distribution above, variant (3), with the exception of the Umma text no. 89, is found only in Nippur texts. Furthermore, the texts from Adab use exclusively variant (1), whereas the ud-ba dates (4), (5), and (6) are attested only in Umma texts. The formula ud-ba ur-^dli₉-si₄(-na) énsi umma^{ki}, "on that day Ur-Lisi was the governor of Umma," and the similar formula ud-ba ur-^dli₉-si₄ énsi umma^{ki}-kam bù-bù šagina umma^{ki}, "on that day Ur-Lisi was the governor of Umma (and) Bubu was the general of Umma," are said to appear in several unpublished legal texts.³⁴⁶

2.17.2. The notation of the transaction's date is included already in Fara sale documents. These texts contain at the very end the formula bala PN, "the term of office of PN."³⁴⁷ In *PBS* 9 3 vii 5-6, the phrase bala PN is followed by PN₂ énsi-bi, "PN₂ was the governor." Yet another Fara sale (*ArOr* 39 [1971]:14 v 1-2) is dated only according to the governor: énsi-bi PN.

³⁴⁵No. 89 has, instead of the regular ud x ba-zal, "on the x day" (lit.: the x day has passed), ud 1-àm i-im-da-gál, "being the first day." This formula is unique in the Ur III period, but note that Sargonic texts use a similar formula ud x mu-gál. Cf. F. Thureau-Dangin, *ITT* 1, p. 8 n. 7. For the ud x ba-zal dates, see Oppenheim, *Eames Collection*, pp. 58-59.

³⁴⁶V. Scheil, *RT* 19 (1897):62-63. The latter formula occurs also in two unpublished texts from the Morgan Collection, according to A. Poebel's manuscript (now lost), "Morgan Collection," nos. 11 and 12. I owe this information to I. J. Gelb.

³⁴⁷For a different interpretation, see Krecher, *ZA* 63, 181-183.

Four Pre-Sargonic sales from Lagaš use a date of the ud-ba type, which is placed at the very end of the text:

[u]d-ba [u]ru-KA-gi-na lugal lagaš^{ki} la-la nigir gír-su^{ki}, “on that day Uru-KA-gina was the king of Lagaš (and) Lala was the herald of Girsu” (*TIM* 9 94 v' 3'–8').

ud-ba en-me-te-na énsi Lagaš^{ki}-kam en-èn-tar-zi sanga ^dnin-gír-su-ka-kam 20 lal 1, “on that day Enmetena was the governor of Lagaš (and) Enentarzi was the temple administrator of Ningirsu, 19th year” (*RTC* 16 vi 3 – vii 3).

du-du sanga, “(on that day) Dudu was the temple administrator” (*Gelb AV*, p. 236 viii 5).

en-[è]n-tar-zi sanga 20 lal 3, “(on that day) Enentarzi was the temple administrator, 17th year” (*BIN* 8 352 viii 11–12).

A similar date formula is found in the Pre-Sargonic Lagaš text *RTC* 28 ii 4–5: lugal-an-da énsi-kam, “(on that day) Lugalanda was the governor.”

I am aware of only two Sargonic sales that are dated. The first of them, *UCP* 9, p. 204 no. 83 iii 7-13, has an ud-ba date: UD.BA PN SAL.SAGI *i-nu-mi* PN₂ ÉNSI-*ki iš-nun*^{ki}, “on that day PN was the female cupbearer; on the (same) day PN₂ was the governor of Ešnunna.”³⁴⁸ The other sale, *Nikolski* 2 68 ii 3, has a mu-iti date.³⁴⁹

Sale documents from the Old Babylonian and later periods are regularly dated.³⁵⁰

2.18. Seal impressions

2.18.1. Out of the total of 137 sale documents treated in this study, sixty-six are sealed.³⁵¹ However, the actual number of the sealed texts may have been much higher, since only twelve texts have their envelopes extant (see below), while many are incompletely preserved.

³⁴⁸Note also the ud-ba date found in the Umma legal document *MAD* 4 68:13–14: ud-ba en-an-na-túm énsi umma^{ki}. Similar formulae occur also in the contemporaneous votive inscriptions from Umma: ud-ba ià-ar-la-ga-an lugal gu-ti-um-kam (*YOS* 1 13:9–10); ud-ba si-u-um lugal gu-ti-um-kam (*CRAI* 1911, p. 319 lines 14–15).

³⁴⁹For the mu-iti dates, see Wilcke, *Afo* 25 (1974-77):86–91; Foster, *Umma in the Sargonic Period* (Hamden, Connecticut, 1982), pp. 2–7.

³⁵⁰Matouš, *ArOr* 18/4, 53–56; Petschow, *Kaufformulare*, pp. 8, 44, 70.

³⁵¹For sealing practices in the Ur III and earlier periods, see Steinkeller, *Seals and Sealing*, pp. 41–53. For the legal importance of sealing in ancient Mesopotamia, see J. Renger, *ibid.*, pp. 75–88; W. F. Leemans, *Kraus AV*, pp. 219–244.

The seal is impressed either all over the surface of the tablet or the envelope (e.g., nos. 44, 51, 52, 55, 119), or only on the reverse of the tablet or the envelope, in the free space left between the list of witnesses and the date (e.g., nos. 33, 34, 41, 43). In the latter case, one generally deals with the so-called bur-gul seals.³⁵²

It appears that if the tablet was provided with an envelope, only the envelope was sealed. This is strongly suggested by the fact that in the eleven instances where both the tablet and the envelope are extant (nos. 10, 17, 48, 65, 78, 102, 106, 121, 122, 125, 128),³⁵³ only the envelope bears impressions of a seal. If this was the regular practice, we can establish that at least fifty-five of the sale documents (i.e., those with sealings on the tablet) had no envelopes at any time.

Three texts refer to the sealing of the document. No. 109, stemming from Ur, contains the following statement: kišib PN di-kud šb-ra, “the seal of PN, the judge, was rolled” (the tablet is sealed with PN’s seal). Two other texts, both from Lagaš, note that the document was sealed with a substitute seal: mu PN-šè kišib PN₂ dumu-na šb-ra, “in place of (the seal of) PN, the seal of PN₂ (i.e., the other seller), his son, was rolled” (no. 78 - the envelope is sealed with PN₂’s seal); mu [PN-šè] kišib P[N₂ (ad-da-na)] šb-[ra], “in place [of (the seal of) PN (i.e., the man who sells himself into slavery)], the seal of P[N₂, (his father)], was [rolled]” (no. 82 - the seal must have been rolled on the envelope, which is now missing).

The distribution of the ownership of seals is as follows:

- (1) thirty-eight texts are sealed by the seller or sellers only: nos. 10, 11, 19, 22 (three sellers), 25, 30, 31, 33, 36a and b, 37, 43, 44, 47, 48, 49, 52, 54, 65, 69, 70, 72, 73, 76, 78, 95, 98, 99, 102 (two sellers), 103, 105, 107, 116, 117*, 118, 119, 121, 122, 125.
- (2) four texts are most probably sealed by the seller only (the seller’s name is not preserved in the tablet): nos. 34, 39, 74, 106.
- (3) four texts are sealed both by the seller and the guarantor: nos. 41, 42, 46, 51.
- (4) one text is sealed both by the seller and the authorizing official (nu-banda adab^{ki}, “military commander of Adab”): no. 68.
- (5) one text is sealed both by the seller and the slave who was the object of the transaction: no. 50. The inscription of the slave’s seal reads PN árad PN₂. Since PN₂ is a

³⁵²For the bur-gul seals, see Renger, *Seals and Sealing*, p. 77.

³⁵³Text no. 89 originally also had an envelope; tiny fragments of it still remain attached to the tablet. Further, the reference to the act of sealing in text no. 82 (see below), which bears no seal impression, indicates that that document, too, must have originally been provided with an envelope (on which the seal in question was sealed).

different person than the seller, we may speculate that the slave had been bought (or inherited) by the seller from PN₂. For another example of the sold person sealing a sale document, see below under (9).³⁵⁴

(6) one text is sealed by one of the sellers and his brother (the guarantor?), who is not mentioned in the body of the text: no. 17.

(7) eight texts are sealed by the authorizing official only: nos. 1 (di-kud lugal, "royal judge"), 66, 66*, 66**, 66*** (in each case énsi nibru^{ki}, "governor of Nippur"), 67 (egir énsi, "governor's retainer"), 109 (di-kud, "judge"; in the seal's inscription, the same person is called ga-ešg a-ab-ba-ka, "sea-faring merchant"), 114 (ḥa-za-núm, "mayor").

(8) one text is sealed by the guarantor only: no. 55. Since the tablet is partially destroyed, the seller's seal might have been originally impressed on it.

(9) one text is sealed only by the person who was sold in that transaction: no. 23. Since the names of the seller and the buyer and the verb are not preserved, it cannot be determined whether it is a regular sale or self-sale.

(10) one text, which is a self-sale, is sealed by the buyer only: no. 108. Another example of the buyer sealing a sale document is possibly provided by no. 20, which also deals with a self-sale. Alternatively, in no. 20 the owner of the seal could be the authorizing official (see the commentary to that text).

(11) one text is sealed by the scribe who wrote the tablet in question: no. 75.

(12) one text, which is not a regular tablet but a clay cone (*sikkau*), bears an impression of the seal belonging to the god Ninurta: no. 62. The purpose of this sealing is not entirely clear. It may be that the seller belonged to the temple household of Ninurta, or that the seal was used as a sign of official authorization or attestation. The latter possibility appears to be more likely, on account of Ninurta's association with the realm of law. See the commentary to that text and n. 209 above.

(13) in four instances the owner of the seal cannot be identified: nos. 26, 32, 53, 128.

As demonstrated by these data, it is primarily the seller who is expected to seal the sale document. Seals of sellers appear on at least forty-five texts (forty-nine with uncertain cases) out of the total of sixty-six sealed ones. In four instances, the seal of the seller is accompanied by that of the guarantor, who, as we have argued earlier (2.11.3 and 2.11.3.4), acts as a co-seller in Ur III sales. In one case only the guarantor seals the tablet.

Seals of authorizing officials appear on nine or perhaps ten texts (if one includes the seal of Ninurta impressed on no. 62). It is notable that with the exception of no. 68, which is sealed both by the seller and the authorizing official, the sealing of an authorizing official is the only one found on the tablet.

³⁵⁴Examples of similar sealings appear on Old Babylonian sale documents. See *RA* 54 (1960):34, stemming from Kiš(?), which is sealed by the sold person, and *RA* 54, 37 no. 39, a self-sale of the same provenience, which is sealed by the person selling himself into slavery.

The sealing of a scribe (no. 75) is unusual for this period. Equally unexpected are the sealings of sold persons (nos. 23, 50) and buyers (nos. 20?, 108).

Since in Ur III times legal documents functioned for all practical purposes as receipts (a receipt for purchase price in the case of a sale document, a receipt for loan in the case of a loan document, etc.), and not as "contracts,"³⁵⁵ apparently the basic function of sealings, just as in the use of sealings on economic texts, was to authenticate them.³⁵⁶ In the context of sales, by sealing the document the seller (and the guarantor alike) simply acknowledged its accuracy and authenticity.

This interpretation is supported by the fact that, as noted earlier, instead of being sealed by the seller (or the guarantor) the document may be sealed by the authorizing official. Since the authorizing official is a neutral party to the transaction, the purpose of his sealing may be only to authenticate the document. Conversely, therefore, the same should be true of the sealings of the seller and the guarantor.

Sealings of the scribe and the sold person probably also served to authenticate the document. The meaning of the two(?) instances of the buyer sealing a self-sale is less clear, due to the uncertainty surrounding the function of such documents. See also 4.3.

2.18.2. The only example of a sealed sale document before Ur III times is the Pre-Sargonic text *DP* 32, which is recorded on a clay cone (see the commentary to no. 62). At the very end of this text, following the list of witnesses and the *gag . . . dū* clause, an uninscribed(?) seal is impressed.

Old Babylonian sale documents are regularly sealed by the seller and/or the witnesses. In texts from southern Babylonia, and particularly in those from Larsa, one often finds the statement *KIŠIB LÚ.INIM.MA.BI.MEŠ (ĪB.RA.AŠ)*, "seals of the witnesses (were rolled)."³⁵⁷ A unique practice is attested in Early OB sales of real estate from Ešnunna, which are sealed either by the "registrar of houses" (*KA.KI, Akk. kakikku*) or the "registrar of fields" (*SAG.DU₅, Akk. šassukku*), depending on whether the object of sale is a house or a field.³⁵⁸ If the real estate was sold by a private person, the tablet was sealed both by the seller and the *KA.KI* or *SAG.DU₅*. If, however, the seller was the royal palace only the seal of the official was rolled.

In the Middle Babylonian period sale documents are sealed by the seller (and the witnesses) (see, e.g., *Petschow MRWHS* 1, 2, 7; *UET* 7 26, 29), and occasionally by the guarantor (*UET* 7 25). The contemporaneous sales from Alalakh and Ugarit bear the impression of a royal seal.³⁵⁹ Neo-Assyrian sales are sealed by the seller,³⁶⁰ whereas

³⁵⁵See in detail 4.2.

³⁵⁶Renger, *Seals and Sealing*, pp. 79–80; also Steinkeller, *ibid.*, pp. 44–46.

³⁵⁷Matouš, *ArOr* 18/4, 52–53.

³⁵⁸Whiting, *Seals and Sealing*, pp. 67–74.

³⁵⁹See 2.13.4.

³⁶⁰Postgate, *Legal Documents*, p. 7.

those dating to the Neo-Babylonian period, by the seller and the scribe.³⁶¹ Finally, mention should be made of the fact that, from the Old Babylonian period onwards, seal impressions may be replaced by finger-nail marks.³⁶²

2.19. Typology of Ur III sale documents

As the preceding discussion has shown, Ur III sale documents display a considerable degree of freedom in their choice of clauses and formulary in general. This formal diversity is best illustrated by the fact that even texts coming from the same city and dating roughly to the same time show marked differences.

The SIA-a sales nos. 112, 113, 113*, 114, 115, and 116, all six of which appear to have originated in the same place, provide a good example here. These texts are written either in Sumerian or in Akkadian and use two different operative sections (A and E). Two of them record a no-contest clause with the verb *gi4* (nos. 113*, 115), and one, with the verb *bala* (no. 116); in two other texts (nos. 113, 114) only the oath is recorded, whereas the remaining text (no. 112) lacks a no-contest clause altogether. The use of other clauses is even more erratic: the *giš-gana . . . bala* clause is attested only in nos. 114 and 116; the weigher of silver is named only in no. 113, etc.

As already noted in the introductory comments to chapter 2, because of this diversity and the many irregularities in the composition of Ur III sale documents, it is impossible to identify a single internal pattern representative of the majority of the texts and which could be described as the "Ur III sale document."

Of all the sales documents treated in this study only the texts from Adab are characterized by a highly standardized structure. This structure, which is the closest approximation to what could be described as a "local type" of Ur III sale document, is as follows:

- (1) Operative section (Type A₁)
- (2) Witnesses
- (3) Oath (= no contest-clause?)
- (4) Authorizing official (*šu PN énsi adab^{ki}*)
- (5) Date

A highly regular structure is also displayed by a group of sale documents from Nippur (nos. 18, 27, 29, 53, 59, 60, 63). These texts, which may be a product of the same group of scribes (see n. 209), have the following pattern:

³⁶¹Petschow, *Kaufformulare*, p. 8.

³⁶²Renger, *Seals and Sealing*, pp. 77–79; Postgate, *Legal Documents*, pp. 8–9. To my knowledge, the earliest examples of finger-nail marks appear on the Ur III loan documents *MVN* 3 245 (Nippur) and *TCL* 2 5573 (Umma). Each of these two texts shows on the reverse, in addition to the impression of the debtor's seal, a number of finger-nail marks (seven and three respectively). If, as seems likely, the marks were made by the debtors, this would be contrary to the usage of finger-nail marks on Old Babylonian and later documents, where they function as a substitute for sealings.

- (1) Operative section (Type A)
- (2) Completion-of-price clause (*kug-bi šu-a . . . si-(g)*)
- (3) No-contest clause (*gi4* + oath invoking Ninurta and the king)
- (4) Witnesses
- (5) Date

At the same time, such features as the prevalence of an operative section of Type A and the very frequent use of the no-contest clause, indicate at least some degree of formal unity among Ur III sale documents. These common characteristics also point to the existence of an undeniable trend toward the development of a standard form of sale document.

In the formal evolution of the sale document, from the Fara down to the Old Babylonian period, the Ur III texts occupy an intermediate position, forming a bridge between Sargonic and earlier sale documents, on the one hand, and their Old Babylonian counterparts, on the other. This is demonstrated by the fact that most of the clauses appearing in Ur III sale documents are attested already in the Sargonic period, and that several of them (e.g., the operative section of Type E, the *inim-bi . . . til* clause, and the no-contest clause with the verb *gi4*) continued to be used in Old Babylonian times.

The evolution of the early cuneiform sale document can be described as a movement from plurality and a lack of normalization to unity and rigid formality. During the Pre-Sargonic and Sargonic periods sale documents showed great variation in their form; the operative sections, clauses, and other formulary differed considerably, depending on the place of origin of the document. As compared with these texts, the form of Ur III sale documents is much more regular and predictable. The repertoire of clauses is more restricted, and differences between texts coming from different places are not nearly so marked as before.

One may surmise that in Ur III times the earlier local traditions were subjected to a process of selection, and that some attempt was made to establish a standard form of sale document. These developments probably came about as a result of both the growing complexity of economic life, which called for a more common use of sale documents, and the unification of Babylonia under the Ur III kings. However, the development of a standard form for the sale document, though initiated in Ur III times, was fully realized only in the Old Babylonian period.

3. SOCIO-ECONOMIC ASPECTS OF THE UR III SALE

This chapter discusses various socio-economic aspects of the Ur III sale. Admittedly, a fully adequate evaluation of this whole area would necessarily require a comprehensive examination of other relevant sources; one thinks here, above all, of the voluminous data contained in the contemporaneous court records. Such an undertaking, of course, would be beyond the scope of this study, and I will, therefore, limit myself to the information contained in sale documents themselves. The specific issues to be treated here are the status of sellers and buyers, kinds of property sold and bought, and prices.

3.1. Sellers and buyers

Our basic source of information on the status of sellers and buyers is their occupations. Unfortunately, this information is given only in some thirty per cent of the extant texts. Occupations are recorded either in the texts themselves or in the seal inscriptions (this applies only to the sellers). In addition, in some instances all involving buyers, the occupation may be determined from various corroborating data.

The occupations of sellers and buyers are tabulated below in Tables 2 and 3. Also included there is information on the objects sold/bought.

TABLE 2
Occupations of Sellers

Text no.	Occupation	Object Sold
3	nu- <i>giš</i> kir ₆ "gardener"	1 male
5	dam-gār "merchant"	1 male?
6	dub-sar "scribe"	1 human
7	išib ^d ir-da "purification priest of Irda"	1 human
9	lú sukal-mah "man of chancellor"	1 human
10	ugula-gešta "officer (in charge) of 60 (men)"	1 female
11	son of sipad ^d nin-urta "shepherd of Ninurta"	1 male
30	dam-gār "merchant"	1 female
31	dam-gār	1 ox
33	a-zu "physician"	1 female
39	dub-sar	2 asses
44	àga-ús lugal "royal gendarme"	1 female
47	dub-[sar]	1 female
58	má-lah ₄ "boatman"	1 female
63	sag-du ₅ a-sag ₄ -sum "registrar of garlic fields"	[x]
68	dub-sar	1 male
74	sukal "messenger"	[x]
78	mar-tu "Amorite"	husband, wife, and children

TABLE 2 — Continued

Text no.	Occupation	Object Sold
79	engar "farmer"	1 female
85	lú PN "man of PN"	2 humans
89	son of dam-gār	house
92	šidim "mason"	house
94*	muḥaldim "cook"	1 male
97	ì-rá-rá "perfumer"	1 female, her child, and 1 male
98	LÚ.ŠIM "brewer"	1 she-ass
102	dub-sar "scribe" and [gème àr-àr ^d nin-gal] "female miller of Ningal"	1 boy
106	kug-dím "goldsmith"	[x]
109	ŠIM "brewer"	1 male
113	ZÍD.DA "..."	1 male
117	nu-banda [x] "overseer of ..."	1 male
118	[dub]-sar IŠ "scribe of equeries"	1 male
119	àga-ús lugal "royal gendarme"	1 female
121	dub-sar	1 female
123	dub-sar	1 male
128	ḫa-za-núm "mayor"	1 she-ass

TABLE 3
Occupations of Buyers

Text no.	Occupation	Object Bought
1	(dam-gār) "merchant"	orchard
2	ašgab(?) "leather-worker"	1 human
5	ugula é ^d inanna "majordomo of the temple household of Inanna"	1 male?
6	dumu "son of" ugula é ^d inanna	1 human
7	ugula é ^d inanna	1 human
8	ugula é ^d inanna	[x]
9	ugula é ^d inanna	1 human
11	dam-gār-10 "(chief) merchant of 10"	1 male
20	dumu [P]N [énsil Nibru ^{ki} "son of the governor of Nippur"	husband, wife, 3 children
27	ka-guru ₇ "granary superintendent"	house-lot
35	nu-banda "overseer"	1 ox?
49	nu-èš "nēšakku-priest"	1 female
52	árad PN šidim-gal "slave of PN, the chief mason"	1 ox
54	árad ^d kug-sud "servant of Kugsud"	1 male
56	dam-gār "merchant"	3 asses

TABLE 3—Continued

Text no.	Occupation	Object Bought
57	(dam-gār)	house
58	dam-gār	1 female
59	dam-gār	house?
62	sanga "temple administrator"	house
65	(rá-gaba) "mounted messenger"	4 males
66	(na-gada) "shepherd"	1 male
67	(énsi adab ^{ki}) "governor of Adab"	1 female
85	dumu PN dumu dub-sar-maḥ "son of PN, grandson of the chief scribe"	2 humans
88*	gal ₅ -lá-gal "chief constable"	house
90	dam-gār	1 female
92	dub-sar "scribe"	house
94*	a-zu "physician"	1 male
97	son of dam-gār	1 female, her child, and 1 male
98	dub-sar	1 she-ass
102	rá-gaba "mounted messenger"	1 boy
105	(rá-gaba)	house-lot
108	LÚ.ŠIM-ma "brewer"	1 female
109	sagi "cupbearer"	1 male
113	(na-gada) "shepherd"	1 male
113*	(na-gada)	orchard
114	(na-gada)	1 female
115	na-gada	1 female
116	(na-gada)	1 male
117	sabra "majordomo"	1 male
124	nu-banda "overseer"	1 female

As shown by the above data, most commonly both the sellers and the buyers were state and temple functionaries (énsi, ugula é, sabra, sanga, ḥa-za-núm, gal₅-lá-gal, ka-guru₇, nu-banda, sagi, sag-du₅, dub-sar, lú sukal-maḥ, rá-gaba, sukal, àga-ús lugal) and merchants (dam-gār). Less frequently, we find among them priests (išib, nu-èš), craftsmen (ašgab?, kug-dím, šidim, i-rá-rá, (LÚ.)ŠIM), cooks (muḥaldim), physicians (a-zu), shepherds (sipad, na-gada), farmers (engar), and gardeners (nu-^{gi}škirig).

Of special interest is the instance of a slave acting as a buyer (no. 52 - he buys an ox). Unless the purchase in question was made on behalf of the slave's owner, we find here important evidence for the ownership of *peculium* by Ur III slaves.³⁶³ Be that as it

³⁶³For other examples of the property owned by slaves, see Falkenstein, *NSGU* 1, p. 87.

may, this example demonstrates quite clearly that in Ur III times slaves could engage in business activities.³⁶⁴

Also noteworthy is the fact that in several texts sellers are women. In such instances women sell property either alone (nos. 14, 42, 49, 51, 71, 94?, 117*) or together with their husbands (nos. 29, 62, 88*, 102?) and sons (nos. 46, 91). The only occurrence of a female buyer is attested in no. 117*.³⁶⁵

This sample, however small it is, provides strong evidence that the people who engaged in buying and selling in Ur III times came from virtually all social strata. Considerably less is known about the sellers' and buyers' economic circumstances. At least in the case of some buyers, this area of our knowledge could easily be expanded by reconstructing and studying their archives. The SI.A-a archive is a particularly suitable subject for such a study (see the commentary to no. 112), and similar work could be done for various buyers from Nippur, such as Ur-Nusku (no. 1), Lugal-engardug (no. 5), and Ur-Šulpae (no. 18).

In the overwhelming majority of texts, there is only one seller. In the following instances the property was sold by two or more sellers, usually related by blood:

- (a) two sellers: brothers (nos. 18, 27, 32).
husband and wife (nos. 29, 88*, 102?).
father and son (nos. 78, 105).
mother and son (nos. 46, 91).
relationship unknown (nos. 87, 109).
- (b) three sellers: brothers (nos. 22, 36a, 37?).
relationship unknown (no. 17).
- (c) four sellers: husband, wife, and two sons (no. 62).
relationship unknown (no. 21).

The only text in which there is more than one buyer is no. 57; the two buyers appearing there seem to be unrelated.

A unique situation is attested in no. 84, where the buyer of the house is the son of the seller.

3.2. Objects of sale

Extant sale documents deal with the alienation of real property and chattels. The types of real property sold are houses, house-lots, and orchards. Chattels include humans (males, females, and children) and domestic animals (cattle and asses).

³⁶⁴For other evidence, see Steinkeller, *Seals and Sealing*, p. 48 and n. 52.

³⁶⁵For women acting as sellers and buyers in the Sargonic period, see Steinkeller, *Or.* NS 51 (1982):355-368.

3.2.1. *Real property*3.2.1.1. *Houses and house-lots*

The descriptions of houses and house-lots are very laconic; texts give only the size and name of the property in question. The location of the sold property is stated only once (no. 22).

(a) *é* “house, room”

- [x sa]r *é* [(. . .)]: no. 57.
 1 1/3 sar *é* [(. . .)]: no. 84.
 1 1/3 sar *é*: no. 88*.
 3 sar *é*: no. 89.
 1 sar *é*: no. 92.
 1 sar 10 gín *é*: no. 96.
 3 2/3 SAR *É*: no. 126.

In these examples the term *é*, Akk. *bītu*, denotes a “house” or “room.” In a broader sense, however, *é* means “house-lot (built-up or empty).” This is demonstrated by texts nos. 73 and 105, where *é* is used to describe *é-dù-a* à KI.UD, “built-up house-lot and empty ground,” and *ki-é(?)*-šubl, “ruined(?) house-lot,” respectively. In the same way, in OB sale documents *é* describes such real property as *é*-KI.UD, KI.UD, and *é*-ki-gál-la, “empty house-lot,” and *é*-ki-šub-ba, “ruined/abandoned house-lot.”³⁶⁶

The earliest sale documents which use the term *é* are the Fara texts.³⁶⁷ The same term serves to describe sold houses in Pre-Sargonic and Sargonic sale documents.³⁶⁸

(b) *é-dù-a* “built-up house-lot”

- [x] sar *é-dù-a é*-DUN^{ki}-ka, “(located) in E-DUN”: no. 22.
 2 sar *é-dù-a é* šu-sì-ga, “(located?) at the . . .”: no. 38.
 [x g]u-za [*é-dù-a*]: no. 75.

The earliest occurrences of the term *é-dù-a*, Akk. *bītu epšu*, come from Fara sale documents, which use the spelling *é-dù* (e.g., *TMHC* 5 75 i 6). The spelling *é-dù-a* occurs for the first time in the Sargonic administrative tablet *ITT* 5 6684:2. Cf. also the description *é al-dù-dù*, “house-lot which is built-up,” appearing in the Sargonic sale document NBC 6844 i 2 (unpubl.). *é-dù-a* continues to be used in the OB period.³⁶⁹

(c) *é-dù-a* à KI.UD “built-up house-lot and empty ground”

- 4 5/6 sar 4 gín *é-dù-a* à KI.UD: no. 18.

³⁶⁶See, e.g., *CT* 4 48a:1–3 (*é-dù-a* + *é*-ki-gál = *é*); *BIN* 7 170:1, 4 (*é*-KI.UD = *é*); *VAS* 13 20:1, 6 (KI.UD = *é*); *YOS* 8 124:1, 6 (*é*-ki-šub-ba = *é*).

³⁶⁷See Edzard, *SRU* nos. 22–29.

³⁶⁸See *ibid.* nos. 30–38.

³⁶⁹Matouš, *ArOr* 18/4, 20.

[x]+1 2/3 sar 4 gín *igi-4-gál é-dù-a* [ù] [KI.UD]: no. 62.

1 1/3 sar 6 gín *é-dù-a* à KI.UD: no. 73.

The phrase *é-dù-a* à KI.UD describes a house-lot which is partly built-up and partly empty. The general meaning of KI.UD, probably to be read *kislah*,³⁷⁰ is “empty, unoccupied ground (of house-lots and orchards).” When it is used in connection with houses, KI.UD denotes specifically “empty ground (next to the house),” which was utilized for various domestic activities.³⁷¹ In some instances KI.UD may also describe the house’s courtyard.³⁷² When used in connection with orchards, KI.UD means “uncultivated land” (see 3.2.1.2).

The description *é-dù-a* à KI.UD is very common in OB sale documents.³⁷³ It does not appear before Ur III times.

(d) *é*-KI.UD “empty house-lot”

- 1 sar 10 gín *é*-KI.UD: no. 95.

³⁷⁰See *KI^{ki}-is-labUD = maš-ka-nu, ni-du-tum, te-riq-tum, tur-ba-lu-u* (Hh. I 164–167). *kislah* probably goes back to *ki-zalag*, “clean, free ground.” A. Goetze, *AJSL* 52 (1935–36):151, proposed to read KI.UD as *ki-gal₆* when it means “uncultivated/empty ground,” and as *kislah*, when it means “threshing floor.” Also, he equated KI.UD (i.e., “*ki-gal₆*”) with *ki-gál*. This interpretation was subsequently accepted by Matouš, *ArOr* 18/4, 21, and E. I. Gordon, *Sumerian Proverbs*, p. 277. It should be stressed, however, that in 3rd mil. sources the word for “threshing floor” is regularly *ki-su₇*. It was only in the OB period that *ki-su₇* fell into disuse and was replaced by KI.UD (occasionally, though, KI.UD occurs in place of *ki-su₇* already in Ur III texts, as in *TCL* 2 5540:6). Furthermore, it is clear that KI.UD and *ki-gál* are two different words, as demonstrated by the fact that they both occur in 3rd mil. texts. For KI.UD, see already *ECTJ* 219 ii' 1: *gazi* KI.UD *è*, “the *gazi*-plant sprouts out on the fallow ground.” For examples of *ki-gál*, see 3.2.1.2 (d). Finally, note that the value /gal/ of UD is quite suspect; the only evidence for this reading is provided by A III/3:111–112: *gal* UD *šá* KI.KAL *a-pi-ti*, al UD *šá* KI.KAL *ka-gal-lu*, if one assumes, with *MSL* 14, p. 335, that KI.KAL is to be emended to KI.UD in these entries.

³⁷¹For the orientation of KI.UD in relation to a house, especially illuminating is Lipit-İstar Code § 11: *tukumbi lú é-e ús-sa-ni* KI.UD *lú al-šub lugal é-a-ke₄ lugal(wr. LÚ)* KI.UD-ra KI.UD-zu al-šub *é-mu lú i-bür(wr. 𒂗)*-dè *é-zu kalag-ga-ab in-na-an-dug₄ inim-KA-kés-rá-bi un-da-an-gi-en* lugal KI.UD-a-ke₄ lugal *é-ra ní-gu-ú-gu-dé-a-ni in-na-ab-su-su*, “if a man neglected a KI.UD that is adjacent to the house of his neighbor, and (if) the owner of the house has said to the owner of the KI.UD: ‘(Because) your KI.UD is neglected, someone may break into my house; (therefore) strengthen your house’; (and if) it is confirmed that this agreement (took place), the owner of the KI.UD will restore to the owner of the house his lost property” (*PBS* 1/2 100 ii 1–15 + 101 i 22 – ii 13). Note also the following proverb: *é-e* KI.UD *hè-ib-ús a-sag₄-ga su₇(!)* *hè-ib-ú[s]*, “a KI.UD should be adjacent to a house, (but) a threshing floor should be adjacent to a field” (Gordon, *Sumerian Proverbs* 2.144).

³⁷²See E. C. Stone, “The Social and Economic Organization of Old Babylonian Nippur” (Ph.D. dissertation, University of Chicago, 1979), pp. 33–34.

³⁷³Matouš, *ArOr* 18/4, 20.

The meaning “empty house-lot” of *é-KI.UD* is proved by an OB sale document, where *é-KI.UD* is qualified as *qá-qá-ru-um na-du-ú*, “abandoned ground” (*BIN 7* 170:1).

To my knowledge, the earliest occurrence of *é-KI.UD* is attested in the Sargonic sale document NBC 6844 i 1–2 (unpubl.), where the sold property is described as 1 sar 2/3(?) *ša-na [x] gín é-KI.UD 1/3 ša-na é al-dù-dù*. *é-KI.UD* continues to be used in the OB period.³⁷⁴

(e) *é-ki* “empty(?) house-lot”

6 sar *é-ki*: no. 27.

The same term occurs in *NSGU 2* 10:2 (1 5/6 sar *é-ki*), and occasionally also in OB sale documents.³⁷⁵ Most probably, *é-ki* is an abbreviation for *é-KI.UD*.

(f) *ki-[-é(?)-šub]* “ruined(?) house(-lot)”

2 2/3 sar *ki-[-é(?)-šub]*: no. 105.

If my reading of the occurrence is correct, *ki-é-šub* is probably an equivalent of the OB *é-ki-šub-ba*, Akk. *kišubbá*, “ruined house (lot).”³⁷⁶

In addition, in four texts the term for the sold property is either omitted or not preserved:

3 sar [. . .]: no. 29.

[x sa]r(?) 8 2/3(?) [gín(?) . . .]: no. 59.

1 sar 10 gín: no. 64.

1 1/2(?) [sar(?) . . .]: no. 111.

It should be noted here that in OB sale documents the house descriptions are much more detailed. These texts regularly state the location of the sold house in relation to the neighboring properties and/or natural boundaries.³⁷⁷ Before the Ur III period, the only sale document that gives the location of the sold house is the Sargonic text *PBS 9* 9:1–3: 1 sar *é uru-bar abulla_x(KÁ.GAL)-tur-ra-ka an-gál*, “1 sar of a house, located outside (or: in the suburb) of the Small Gate.”

3.2.1.2. Orchards

Sold orchards are described in terms of either their size (area) or the number of palms growing in them. The location of the orchard is noted in only two texts (nos. 24, 36a, b).

(a) *ki giškirig* “orchard”

³⁷⁴*Ibid.*, p. 21.

³⁷⁵*Ibid.*, p. 21.

³⁷⁶*Ibid.*, p. 21; CAD K, p. 463.

³⁷⁷Matouš, *ArOr* 18/4, 24–28.

40 sar *ki giškirig* *gišimmar*, “date palm orchard”: no. 1.

1(iku) *gána šag₄ ki giškirig*, “(located) in an orchard”: no. 21.

For the spelling *ki giškirig*, which is characteristic of the Sargonic and Ur III texts from Nippur, see the commentary to no. 1:1.

(b) *ki giškirig* “orchard” and *KI.UD* “uncultivated land”

5(wr. 4)(iku) *gána ki giškirig giš gub-ba 1(iku) gána KI.UD a-šag₄-du₆-ana-gu-la*, “5 iku of land planted with date palms (and) 1 iku of uncultivated land, (both located) in the field *Du-anagula*”: no. 36a, b.

For *KI.UD*, “empty/uncultivated ground,” see 3.2.1.1. For *giš gub-ba*, “planted (with trees),” see the commentary to no. 26:1.

(c) *KI.UD* “uncultivated land”

8 sar *KI.UD šag₄ rin₅(gunû-LÚ-šeššig)-na-[-ra] giškirig*, “8 sar of uncultivated land (located) in the . . . of an orchard”: no. 125.

For the mysterious *rin₅-na-[-ra]* (possibly a topographic feature), see the commentary to no. 125:1.

(d) *ki-gál* “uncultivated land”

23 1/3 sar *ki-gál*: no. 76.

3 sar *ki-gál*: no. 113*.

For *ki-gál(-la)*, Akk. *kigallû* (or *kikallû*), see *ki-gál-l[a] = [ŠU-u]*, *ki-gál-la = a-šar [. . .]* (Izi C i 4’–5’); *ki-gál = ki-gal-l[u]* (Erimhuš VI 40). Cf. also CAD K, p. 351. This term appears to be the same word as *KI.KAL*, which in lexical texts is given the pronunciations *kankal* and *kikla*, and which is equated with the Akkadian *kankallu* (*kagallu*, *kigallu*, *kiklû*), as well as with *apîtu*, *ašartu*, *dannatu*, *nidûtu*, *terîqtu*, and *turbalû* (see Hh. I 168–175; etc.). Since *KI.KAL* does not appear in 3rd mil. texts, it probably represents a syllabic rendering of *ki-gál*.

The meaning of *ki-gál* is similar to *KI.UD*, although it is notable that in 3rd mil. texts *ki-gál* usually is said only of orchard land. See, e.g., x land *ki-gál giš nu-gub-ba-am₆* (*DP* 610 ii 1–2 - Pre-Sargonic); x land *ki-gál-am₆* (*ibid.* ii 6 – iii 1); x land *ki-gál*, as contrasted with x land (*giš*)*gišimmar* (*Barton Haverford* 1 pl. 36 220:1–2, 4–5; 3 pl. 149 391 rev. 1–2, 6–7, 11–12 - both Ur III). The only exception here is the occurrence of *é-*

ki-gál in *Rasheed Himrin* 47:11 (Sargonic). In contrast, in OB texts ki-gál (and é-ki-gál) interchanges freely with KIUD as a description of houses.³⁷⁸

(e) orchards described in terms of date palms

- 35 g^{is}gišimmar gú kar-anše, "(located) on the bank of Karanše": no. 24.
 3 g^{is}gišimmar giš gub-ba, "(an orchard) planted with 3 date palms": no. 26.
 35 g^{is}gišimmar: no. 28.
 18 g^{is}gišimmar g^{is}kiri₆ g^{is}kiri₆ PN-kam, "an orchard (with) 18 date palms, the orchard of PN (i.e., the seller)": no. 107.

This way of describing sold orchards is also documented in several OB sale documents:

- 15 GIŠ.GIŠIMMAR GIŠ.SAR PN DA PN₂, "15 date palms, the orchard of PN, bordering (on the property of) PN₂" (RA 52 [1958]:223 no. 8:1-3).
 2 GIŠ.GIŠIMMAR X-X-DA.NA(?) GIŠ.SAR PN, "2 date palms . . . , the orchard of PN" (RA 52, 224 no. 9:1-3).
 22 GIŠ.GIŠIMMAR i-na GIŠ.SAR ra-bi-im i-na-sà-aq DA GIŠ.SAR PN, "22 date palms, in the big orchard he (i.e., the buyer) will select them; (the orchard) borders on the orchard of PN" (RA 52, 224 no. 10:1-3).
 30 GIŠ.GIŠIMMAR Û.TU.GÁL ÚS.SA E-^dšul-gi, "30 producing date palms, bordering on the Šulgi-dike" (YOS 14 88:1-2).

The question arises whether in such instances date palms were sold with or without the land they grew on. The available evidence supports the first view. In *NSGU* 2 107, an Ur III court record from Lagaš, the object of the litigation was 12 g^{is}úr gišimmar-g[al], "12 large date palm trunks."³⁷⁹ Since the same property is described elsewhere in the text as a g^{is}kiri₆, "orchard," it is certain that the claim concerned both the palms and the respective plot. Similarly, in our no. 107 the sold palms are described as the "orchard of the seller."

Even more informative here are three exchange documents from the Balmunamhe archive. In *Riftin* 28, Balmunamhe exchanges 14 sar of an orchard, planted with thirty-three date palms, for thirty-three other palms growing in two different locations (no land area is given in either case). In *Riftin* 29, the same Balmunamhe receives 35 sar of an orchard, planted with sixty-eight palms, plus 17 1/2 sar of a KIUD (= total of 52 1/2 sar of land), in exchange for 21 sar of an orchard, planted with sixty-eight palms, plus 31 1/2 sar of a KIUD (= total of 52 1/2 sar of land). And finally, in *YOS* 8 37, he exchanges seventy-two palms for seventy-two other palms (no land areas are given). The

³⁷⁸In one OB sale document the tablet has é-KIUD (VAS 9 42:1), whereas the envelope reads instead é-ki-gál (VAS 9 43:1). But notice that é-KIUD and é-ki-gál appear side-by-side in VAS 9 45:3, 8, 11, 14.

³⁷⁹The context makes it clear that live trees were meant. It appears that the palms were cultivated with the intention of being used as timber.

comparison of these texts shows that the only constant element in the exchanges was the number of date palms (although in *Riftin* 29 the exchanged properties were of the same size, the quality of land was different in each case). It becomes clear, therefore, that the principle according to which the exchanges were carried out was the number of date palms and not the sizes or the quality of the plots in question.

Accordingly, we may conclude that in sales (and similarly in exchanges) of date palm orchards what determined the value of an orchard was primarily the number of palms. Thus, in the texts where only the size of an orchard is given (as in nos. 1, 26, and 36a, b), prices probably reflect the numbers of palms, rather than the acreage.

The earliest sale document dealing with the alienation of an orchard is *Sollberger Corpus Ean.* 65 ii 1.³⁸⁰ The property in question is described there as [ki]ri₆[x](iku) gána. Sales of orchards are frequent in the Sargonic period. In Sargonic sale documents the descriptions of orchards are often quite detailed. Note the following examples, where the location of the orchard in relation to the neighboring properties and/or natural boundaries is stated:

- 4(iku) g^{is}kiri₆ gú pa₅-ŠUKU g^{is}kiri₆ PN IŠ ab-ús, "4 iku of an orchard, (located) on the bank of the ŠUKU-canal, (and) bordering on the orchard of PN, the equerry" (*BIN* 8 34 iii 2-6).
 1(iku) 20(sar) g^{is}kiri₆ gú pa₅-ŠUKU al-gál, "1 iku 20 sar of an orchard, located on the bank of the ŠUKU-canal" (*MVN* 3 13 i 1-3).
 3(iku) g^{is}kiri₆ pa₅-ŠUKU GADA+GAR PN lú-u₅-ke₄ ab-ús, "3 iku of an orchard, (located) on the ŠUKU-canal, (and) bordering on the . . . of PN, the courier" (*MVN* 3 53 i 1-5).

OB sale documents use even more elaborate descriptions for orchards, as they often name the neighbors or the natural boundaries on all four sides of the sold property.³⁸¹

3.2.1.3. The Ur III sales of houses and orchards, plus the corroborating data from the contemporaneous court records³⁸² and economic texts,³⁸³ demonstrate quite conclusively that in Ur III times these two forms of real property were privately owned and could be freely alienated. The question of the existence of private landed property in Ur III times is much more complicated, and the controversy which surrounds this issue

³⁸⁰Note, however, that some of the Fara "field" sales, because of the very small sizes of the plots involved, may actually concern orchard land.

³⁸¹Matouš, *ArOr* 18/4, 24-25.

³⁸²Falkenstein, *NSGU* 1, p. 122.

³⁸³For the sales of orchards, see, e.g., *TCS* 1 80. For the sales of houses, see especially *YOS* 4 300, a survey of houses in an Umma quarter, where in several instances two sizes of the house are given: the first, described as sa₁₀-a, "(as it was when the house) was bought," and the second, described as ní-gál-la, "(as it) is (at present)." For the implications of the latter text, see also below n. 425.

has not yet been satisfactorily resolved.³⁸⁴ As none of the extant Ur III sale documents deal with (arable) fields, the answer to this question is in the negative.³⁸⁵

A unique reference to a sold field (a-šag₄) is contained in the Nippur text NATN 906, edited in this study as S.4. Unfortunately, the text does not state the size of the field, and thus it cannot be excluded that the property in question actually was an orchard.

At any rate, the absence of sale documents dealing expressly with fields, when coupled with the total lack of references to such transactions in other sources, must mean, at the very least, that the alienation of land was prohibited in Ur III times. What remains to be determined is whether private individuals could own arable land in that period. Unfortunately, the evidence on hand does not encourage the hope that a conclusive answer to this question will ever be found.³⁸⁶

3.2.2. Chattels

3.2.2.1. Humans

The most common description of sold humans in Ur III sale documents is 1 sag-nita/SAL PN mu-ni-im, “one man/woman, his/her name is PN.” This description occurs in the following texts: nos. 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 16, 17, 19, 23, 25, 30, 33, 34, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 54, 58, 61, 66, 67, 68, 69, 70, 71, 72, 87, 88, 93, 94, 94*, 94**, 94***, 99, 101, 102, 103, 104, 109, 110, 112, 113, 114, 115, 116, 117*, 118, 119, 120, 121, 123, 124, 127.

Variants:

PN mu-ni-im omitted: nos. 2, 3, 4, 7, 9, 58, 94*, 94***, 124.

mu-ni-im omitted: no. 16.

mu-ne-im for mu-ni-im: no. 43.

PN mu-ne ba-sa(?) (= sa₄?) for PN mu-ni-im: no. 45.

sag-ba PN mu-ni for PN mu-ni-im: no. 93.

sag-ba PN for PN mu-ni-im: no. 94.

-im omitted: nos. 41, 44, 48, 99, 102, 103.

-àm after sag-nita/SAL: nos. 13, 19, 48, 66.

In the following instances the description 1 sag-nita/SAL PN mu-ni-im is supplemented by additional information:

³⁸⁴See Gelb, *Volterra AV* 6, pp. 146–152.

³⁸⁵Gelb, *ibid.*, p. 151, cited our nos. 21 and 36a, dealing with the sale of one and five iku of orchard land, respectively, as evidence for the private ownership of (arable) land. However, in my opinion, such an extrapolation is unjustified, since, first, nos. 21 and 36a deal specifically with *orchard* land, and second, the areas involved, while substantial for orchards, are far too small to permit a meaningful comparison with arable fields.

³⁸⁶Gelb, *ibid.*, pp. 149–152, cited other possible examples of privately-owned fields, but these examples almost certainly involve subsistence/prebend land. This is particularly clear in the case of the Nippur field rentals (*ibid.*, pp. 151–152). Among other types of evidence offered there, the references to fields described as a-šag₄ PN, “field of PN,” are too ambiguous to allow any solid conclusions.

(a) in no. 43 (Nippur) the sold woman is described as su₄(?)-NE-a (meaning uncertain, see the commentary);

(b) in no. 70 (Adab) the sold man is described as SIG₇ (meaning unknown);

(c) no. 102 (Ur) gives the height of the sold boy: 1 1/2(!) (env.: 1) kùš-ni-ta, “1 1/2 (or 1) cubit tall”;

(d) in two Nippur texts, the sold woman is said to have an infant at her breast: dumu-SAL gaba-na-a b[í-tab]-bi, “a baby-girl is pressed to her breast” (no. 13); dumu gaba-na-a ab-tab, “a baby is pressed to her breast” (no. 23); a similar phrase possibly occurs in no. 61 (Nippur): [du]mu(?)-fSAL(?) PN, where PN is the sold woman;

(e) in no. 121 (origin unknown) the boy who is sold, together with his mother, is identified as dumu-nita-ni, “her son”;

(f) in six Adab texts (nos. 67, 68, 69, 70, 71, 72) and in one text from Ur (no. 103) the sold person is described as árad Seller-kam, “slave of the seller” (nos. 68, 70), or géme Seller-kam, “slave woman of the seller” (nos. 67, 69, 72, 103), or dumu sag-ri[g_x](PA.SAL.KA[B.DU]) Seller-kam, “donated slave (lit.: child) of the seller” (no. 71).

The description 1 sag-nita/SAL PN mu-ni-im occurs in texts from all localities, except those from Lagaš. In one Lagaš text (no. 81), however, one finds a hybrid construction 1 dumu-SAL PN PN₂ mu-ni, “one daughter of PN, her name is PN₂,” which is obviously related to the earlier description.

In other instances sold humans are described simply as PN’s, sometimes with the addition of other qualifications:

PN: nos. 77, 79, 80, 117, 122.

¹PN: no. 91.

PN árad Seller, “PN, the slave of the seller”: no. 100.

PN géme Seller, “PN, the slave woman of the seller”: no. 90.

¹PN géme Seller: no. 86.

¹PN dumu PN₂: no. 82.

Ⓛ¹PN dumu-[SAL . . .]: no. 108.

[PN ù] P[PN₂] dumu PN₃-me: no. 85.

¹PN ¹PN₂ ¹PN₃ ¹PN₄ dumu PN-me: no. 65.

Ⓛ¹PN ¹PN₂ dam-ni ¹PN₃ ¹PN₄ ¹PN₅ dumu-ni-me, “PN, PN₂, his wife, (and) PN₃, PN₄, (and) PN₅, his children”: no. 20.

PN ù dam dumu-ni, “PN, and his wife (and) children”: no. 78.

¹PN SAL ¹PN₂ dumu-ni ¹PN₃ nita, “PN, a woman, PN₂, her son, (and) PN₃, a man”: no. 97.

This way of describing sold humans is used above all in Lagaš texts (nos. 77, 78, 79, 80, 82, 85, 86). The remaining occurrences are distributed among the texts from Nippur (nos. 20, 65), Umma (nos. 90, 91, 97, 100), Ur (no. 108), and texts of unknown origin (nos. 117, 122).

The terms *sag-nita* and *sag-SAL* are commonly translated in Sumerological literature as “slave” and “slave woman,” respectively.³⁸⁷ According to Falkenstein,³⁸⁸ these two words are virtually synonymous with *árad*³⁸⁹ and *géme*. However, a closer examination of the usage of *sag-nita* and *sag-SAL* shows that their meaning is distinctly different from that of *árad* and *géme*. Some doubt as to the identity of these two pairs of terms was expressed already by B. J. Siegel, who remarked that “if *sag* is but the equivalent of *erid* or *geme* it is strange that one should ever be used in apposition to the other.”³⁹⁰

The available data show that in contrast to *árad* and *géme*, which are social classificatory terms, *sag-nita* and *sag-SAL* are gender descriptions. The term *sag*, whose basic meaning is, of course, “head,” in a transferred sense means “human being.”³⁹¹ When *sag* is combined with the qualifications *nita* and *SAL*, its respective meanings are “(grown) man” and “(grown) woman.” These three terms - *sag*, *sag-nita*, and *sag-SAL* - are used primarily in enumerations and distributions.³⁹² In view of this usage it is not surprising that they usually describe people of low social status, such as serfs and slaves. There are examples, however, where these designations are applied to individuals whose free status cannot be doubted. See, e.g., the Sargonic Nippur text CBS 6136 (unpubl., courtesy I. J. Gelb), where *sag* describes such professionals as *simug*, “smith,” *a-zu*, “physician,” and *nar*, “singer.” Similarly, in the Ur III text *MCS* 8, pp. 84–87 vi 20–vii 8, we find, among the eighteen *sag-nita-me*, a “shepherd” (*sipad*) and an “Elamite” (*elam*).

That *sag-nita* and *sag-SAL* are basically gender designations is indicated by the parallel descriptions PN *nita*, “man,” and PN *SAL*, “woman,” occurring in text no. 97. Further, note the description 1 *dumu-SAL* PN PN₂ *mu-ni*, “one daughter of PN, her

³⁸⁷See, e.g. Falkenstein, *NSGU* 3, p. 154; Bauer, *AWL*, p. 525; Edzard, *SRU*, pp. 117, 218.

³⁸⁸*NSGU* 1, pp. 82–83.

³⁸⁹The reading *árad*, rather than *èr* or *ir*, of NITA×KUR is dictated by the following reasons. In Pre-Sargonic times the sign NITA×KUR was used to write the Sumerian word /er(e)/, “servant” (see the spelling *èr-ra-ni* in *Nikolski* 1 19 v 6, vii 9, viii 5, ix 14; Behrens and Steible, *FAOS* 6, p. 177), with the Akkadian loanword /arad/ (from *wardu*) being expressed by *àr(HAR)-tu* (passim in economic texts from Lagas; I owe the interpretation of *HAR-tu* as *àr-tu* = *wardu* to M. Krebernik). It appears that in the Sargonic period the spelling *àr-tu* was abandoned, and that the value /arad/ was transferred to the sign NITA×KUR. At the same time, the original Sumerian word /er(e)/ seems to have fallen into disuse; this is indicated by the fact that the Sargonic and Ur III texts consistently complement NITA×KUR, when standing for “servant,” with *-da*. Cf. Gelb, *Diakonoff AV*, pp. 86–88. At any rate, while in the Sargonic and Ur III periods the readings *árad* and *èr* (or *ir*) of NITA×KUR are both possible, the sign cannot be read as *ird*, as assumed, e.g., by Falkenstein, *NSGU* 3, p. 124.

³⁹⁰*Slavery*, p. 28.

³⁹¹Note that one of the equivalents of *sag* is *awilu*. See *CAD A/2*, pp. 48–49 (lexical section of *amílu*).

³⁹²Cf. the usage of the Latin *caput*.

name is PN₂” (no. 81), which suggests that *sag-nita* and *sag-SAL* belong to the same category of terms as *dumu-SAL*.

In contrast, *árad* and *géme* are purely social terms. They both serve to describe a relationship of personal dependence of one person on another, expressed by the phrase PN *árad/géme* PN₂. Such a relationship exists between a slave and his owner, and, similarly, between an official and the king or a member of the temple household and the deity. Because the notion of dependence is inherent in these terms, individuals are virtually never described as *PN *árad/géme*. On the other hand, there are no examples of the construction *PN *sag-nita/SAL* PN₂, which would be mandatory if *sag-nita* and *sag-SAL* were but equivalents of *árad* and *géme*.

The contrast between *árad/géme* and *sag-nita/SAL* is best illustrated by texts nos. 67, 68, 69, 70, 72, and 103, where the description 1 *sag-nita/SAL* PN *mu-ni-im* is qualified by *árad/géme* *Seller-kam*. Equally instructive here is the court record *NSGU* 2 214:43–44, where *sag* is placed in apposition to *géme*: PN *sag-gá-ni* 6-*ám* PN₂-*ke₄* *géme* PN₃-*kam* *bí-in-dug₄*, “PN owns six ‘heads’; PN₂ has declared: ‘They are slave women of PN₃.’” Similarly, in *NSGU* 2 33:2–6, *sag* is contrasted with *árad*: *IPN* *dumu* PN₂-*ke₄* *árad* PN₃ *mar-tu* [nu]-*me-èn* *bí-[d]ug₄* ... *sag-ba* PN₄ *ba-an-ku₄-ra*, “PN, son of PN₂, has declared: ‘I am not a slave of PN₃, the Amorite’; (when the sons of PN₃ were dividing his property), PN₄ acquired this ‘head.’”

Finally, it needs to be pointed out that the meanings “slave” and “slave woman” of *sag-nita/SAL* are precluded by examples where a person so described is sold by his parent (e.g., nos. 42, 46, 49), since at that time he or she was not yet a slave. The same applies to no. 127, where *sag-SAL* describes a woman who sells herself into slavery.

The Ur III *sag-nita* and *sag-SAL* should not be confused with the terms *SAG.ÁRAD* and *SAG.GÉME*, which are standard descriptions of sold humans in OB sale documents, and which undoubtedly mean “slave” and “slave woman.” As these two hybrid logograms are not attested before OB times, they are almost certainly OB creations, which came about due to the loss of the original distinction between *sag-nita/SAL* and *árad/géme*.³⁹³

For these reasons, in the present study I have consistently translated *sag* as “head,” *sag-nita* as “man,” and *sag-SAL* as “woman,” reserving the translations “slave” and “slave woman” for *árad* and *géme*, respectively.

3.2.2.3. Sales of persons account for the overwhelming majority of transactions (at least eighty-five out of the total of 137). The distribution of sold individuals according to sex is roughly even. The distinction between grown-ups and children is possible only when a person is sold by his parent or, in one case, when the height of the sold person is given (no. 102).

³⁹³This development is best illustrated by the early OB sources from Khafajah, which use three different logograms for “slave woman”: *GÉME* (*JCS* 9 [1955]:113 no. 83:1, *GÉME.SAL* (*ibid.*, p. 114 no. 85:1), and *SAG.SAL* (*ibid.*, p. 114 no. 86:1).

In most instances only one person is sold. The cases of sales involving more than one person are as follows:

- two children: no. 85.
- mother and her child: nos. 13, 121.
- mother, her child, and husband(?): nos. 23, 61.
- mother, her child, and an unrelated(?) male: no. 97.
- father, mother, and three children: no. 20.
- father, mother, and children: no. 78.
- father and three sons: no. 65.

Four of the transactions involve self-sales (nos. 20, 82, 108, 127). Sales of children and other relatives are documented in six instances:

- mother selling her daughter: nos. 42, 49.
- father selling his daughter: nos. 81, 115.
- mother and her son selling another son: no. 46.
- son selling his mother, his brother, and another man: no. 97.
- two brothers selling their sister: no. 45.

It is possible that numerous other transactions involved sales of relatives, even though this is not stated explicitly in the texts. For example, in no. 91, which deals with the sale of a male by a woman and her son, the sold person was possibly the seller's son.

As for the ethnic origin of the sold individuals, the data provided by the texts are insufficient to draw any firm conclusions. Although the names of sold individuals are almost exclusively Sumerian or Akkadian,³⁹⁴ and the texts otherwise offer no indication that any of these people were of foreign origin,³⁹⁵ it cannot be assumed that they stemmed from the native population, since we know that foreign slaves were routinely renamed after they had been brought to Babylonia. For this reason, the native origin of sold persons is assured only in transactions involving sales of relatives and self-sales (see above).

A useful insight into this matter may be obtained if we examine comparable data from the contemporaneous court records. Among the sixty-six litigations which concern the sale of humans, in at least twenty-six cases (ca. 40 per cent) sold persons were children.³⁹⁶ If this ratio is representative of all such sales, this means that in the Ur III period a considerable number, if not the majority, of chattel slaves derived from the native population.

³⁹⁴The only possible example of a foreign name is sar-ru-a (no. 10:1), if it is to be connected with the Hurrian word *šarri* (see Gelb, Purves, and MacRae, *OIP* 57, p. 251).

³⁹⁵The only such indication may be provided by no. 43, where the sold woman is described as su₄(?)-NE-a, possibly to be read su₄-bir₉-a. "Subarian." Note, however, that she has an Akkadian name!

³⁹⁶Falkenstein, *NSGU* 1, pp. 85 and 88.

We should also note here that although the Ur III sales of humans are always formulated as outright sales, it cannot be excluded that at least some of them were debt-sales, in which the the sold person actually was a debtor of the seller.³⁹⁷

3.2.2.2. Domestic animals

The descriptions of sold animals give the number and term for the animal in question. In two instances (nos. 15, 52) the age of the animal is stated.

- (a) cattle
 - 1 gud-niga, "one grain-fed ox": no. 31.
 - 1 gud-giš, "one yoked ox": nos. 35?, 37, 40.
 - [1 g]ud mu 2, "one two-year-old ox": no. 52.
 - 1 GIR mu 2, "one two-year-old heifer": no. 15.
- (b) asses
 - 2 dúsu-nita(wr. ANŠE.NITA.LIBIR), "two asses": no. 39.
 - 2 ème 1 amar-ga anše, "two she-asses (and) one suckling colt": no. 56.
 - ⟨1⟩ ÈME: no. 128.
 - 1 ème-máḫ, "one full-grown she-ass": no. 98.

Similar descriptions of animals are found in Sargonic sale documents. See, e.g., 1 kúnga-nita, "one mule" (*MAD* 4 51:1); 1 dúsu 1 dúsu-nita 3, "one ass (and) one three-year-old ass" (*MVN* 3 100:1-2).

Old Babylonian sale documents describe sold animals in an equally laconic way, though the age of the animal is more regularly given.³⁹⁸ Somewhat more informative are the descriptions of animals in Middle Babylonian sales. See, e.g., 1 ÁB MU 4 KUŠ-ša MI PI 2-ša [x]-[. . .] *ši-ma-at i-ša-tim ul i-šu*, "one four-year-old cow, its hide is black, its ears are [. . .], without a brand-mark" (*PBS* 2/2 27:1-2); 1 GUD.NÍNDA MU 3 KUŠ-šu M[I], "one three-year-old breeding bull, its hide is black" (*Petschow MRWHS* 3:1).

3.3. Prices

In the texts treated in this study, purchase prices are paid in silver or, but much less frequently, in barley (nos. 9, 13, 47, 69, 98, 117?, 118, 122, 128). In one instance the price consists of a cow (no. 32), while in another it includes, in addition to silver, a ewe (no. 113).

Completely unique for this period is the gift (níg-ba) which is given, in addition to the purchase price, in the house sale no. 88*. That gift consisted of one mina of wool,

³⁹⁷For an example of such an arrangement, see the Pre-Sargonic Lagaš text *Nikolski* 1 17, discussed by Steinkeller, *JESHO* 24 (1981):144 n. 84. This type of transaction may be suspected in those instances where a person is sold by two or more unrelated sellers (nos. 17, 87, 109), who very likely are his creditors.

³⁹⁸See, e.g., *YOS* 13 243, 244, 245, 379.

one headband, and one sila of oil. The same text also lists a gift for the um-mi-a official, comprising 200 table-breads and sixty bowls of beer.

Tabulated below are the prices of houses and house-lots, orchards, date palms, humans, and domestic animals, in that order. All prices are in shekels of silver (gín kug-babbar); prices paid in barley have been converted into silver, according to the tariff 1 shekel of silver = 1 gur of barley, standard in Ur III times.

TABLE 4
Prices of Houses and House-Lots

Text	Object of Sale	Size in sar	Price	Price of 1 sar	Date
no. 92	é	1	1	1	Š 45
no. 126	é	3.66	5	1.37	ŠS 5
no. 96	é	1.16	2.8	2.41	ŠS 7
no. 29	[é(?)]	3	12(?)	4(?)	ŠS 5
no. 84	[é]	1.33	5.5	4.13	[x]
no. 64	«é»	1.33	9	6.76	—
no. 88*	é	1.33	17.16	12.9	before Š 33
no. 38	é-dù-a é-šu-si-ga	2	40	20	IS 1
no. 73	é-dù-a ù KI.UD	1.43	4.33	3.03	ŠS 5
no. 18	é-dù-a ù KI.UD	4.89	25	5.1	AS 8
no. 62	é-dù-a ù KI.UD	[x]+1.74	18.16	—	—
no. 95	é-KI.UD	1.16	2.66	2.29	ŠS 7
no. 27	é-ki	6	36	6	ŠS 5
no. 105	ki-é-šub	2.66	4(?)	1.5(?)	ŠS 4

As shown by the above data, the prices of houses and house-lots vary considerably, from 1 to 20 shekels of silver per 1 sar (ca. 35.28 m²). In our limited sample, no marked differences can be detected between the prices of houses and those of empty lots. For other data on the prices of houses in Ur III times, see Falkenstein, *NSGU* 2, p. 159 n. to line 20'. For the prices of houses in the OB period, which are generally much higher, see W. Schwenger, *MVAG* 19/3 (1914):47–51, 113–118; Matouš, *ArOr* 18/4, 33–64; Wilcke, *WO* 8, 278–279. For the prices of houses in the Sargonic and earlier periods, see Edzard, *SRU*, p. 54; Krecher, *ZA* 63, 185.

TABLE 5
Prices of Orchards and Orchard-Lots

Text	Object of Sale	Size in iku	Price	Price of 1 iku	Date
no. 21	giš ^š kiri ₆	1	4	4	ŠS 2
no. 1	giš ^š kiri ₆ gišimmar	0.4	38.5	96.25	Š 36
no. 36	giš ^š kiri ₆ giš gub-ba + KI.UD	6	80	13.33	ŠS 9
no. 125	KI.UD šag ₄ giš ^š kiri ₆	0.08	0.66	8.25	—
no. 113*	ki-gál	0.03	1	33.33	AS(?) 1
no. 76	ki-gál	0.233	40.5	174	Nür-aḫum I 1

TABLE 6
Prices of Date Palms

Text	No. of Palms	Price	Price of 1 Palm	Date
no. 107	18	4	0.22	IS 6
no. 24	35	10	0.28	ŠS 4
no. 28	35	10	0.28	ŠS 5
no. 26	3	1	0.33	ŠS 4

As compared with the prices of houses, those of orchards and orchard-land show even greater variation: they range from as little as 4 shekels to as much as 174 shekels of silver per 1 iku (ca. 3,528.36 m²). In contrast, the prices of date palms are very stable: 1 palm costs from 0.28 to 0.33 shekels. The great fluctuation in orchard prices probably is due to the fact that the value of an orchard seems to have been determined not by its acreage, but by the number of date palms growing in it (see 3.2.1.2). For other orchard prices in Ur III times, see Falkenstein, *NSGU* 2, pp. 176–177 n. to line 2. For similar data in the OB period, see Schwenger, *MVAG* 19/3, 121; Matouš, *ArOr* 18/4, 36–38.

TABLE 7
Prices of Humans - Males

Text	Price	Date
no. 102	2	ŠS 1
no. 88	2	Ebarti I 1
no. 93	3	ca. Š 45
no. 101	3	AS 8
no. 46	3	IS 3
no. 3	3.33	Š 40
no. 118	3.33	AS 6
no. 34	4(?)	ŠS 8
no. 82	4.25	IS 1

TABLE 7—Continued

Text	Price	Date
no. 17	5	AS 8
no. 94***	5	ŠS 3
no. 104	5	ŠS 4
no. 94*	5.5	AS 2
no. 48	5.5	IS 5
no. 5	6	Š 46
no. 116	7	IS 1
no. 19	7.33	ŠS 1
no. 71	8	ca. Š 47
no. 113	8.33	Š 48
	+ 1 ug-bar-gál-la	
no. 91	9	Š 40
no. 66	9	[x]
no. 68	10	Š 42
no. 12	10	AS 2
no. 50	10	IS 7
no. 123	10	[x]
no. 11	11	AS 2
no. 77	14.5	ŠS 4
no. 122	15	IS 2
no. 54	15	[x]
no. 110	17	[x]
no. 109	55	IS 19
no. 70	[x]+2	ca. Š 47

TABLE 8
Prices of Humans - Females

Text	Price	Date
no. 112	0.5	Š 40
no. 80	1	ŠS 8
no. 117*	1.33	IS 2
no. 114	1.5	ŠS 1
no. 94	2	ca. Š 45
no. 41	2	IS 2
no. 44	2	IS 3
no. 127	2.33	IS 6
no. 119	2.5	ŠS 3
no. 16	3	AS 5
no. 115	3.33	ŠS 5
no. 43	3.5	IS 3

TABLE 8—Continued

Text	Price	Date
no. 90	4	Š 39
no. 14	4	AS 3
no. 120	4	ŠS 5
no. 49	4	IS 5
no. 81	4.25	ŠS 8
no. 25	4.33	ŠS 4
no. 45	5	IS 3
no. 47	5	IS 3
no. 124	5.5	—
no. 86	6	AS 7
no. 94**	6	ŠS 2
no. 99	6	IS 2
no. 69	6.33	Š 47
no. 10	6.66	AS 1
no. 79	6.66	ŠS 7
no. 87	7	ŠS 4
no. 72	8	AS 2
no. 103	8.5	ŠS 2
no. 58	9.16	[x]
no. 30	12+[x(?)]	ŠS 5
no. 42	[x]+4 1/2	IS 2

TABLE 9
Prices of Humans - Sex Unknown

Text	Price	Date
no. 6	12	before Š 47
no. 7	15	ca. Š 47 - AS 1
no. 2	[x]+0.33	Š 40

TABLE 10
Prices of Humans - Sold in Groups

Text	Object of Sale	Price	Date
no. 13	mother and infant	8.5	AS 3
no. 121	mother and son	12	ŠS 9
no. 85	2 children	15	[x]
no. 23	man, woman, and infant	16(?)	ŠS 3

TABLE 10—Continued

Text	Object of Sale	Price	Date
no. 78	man, his wife, and children	8	ŠS 5
no. 97	woman, her son, and a male	20	ŠS 9
no. 20	man, his wife, and 3 children	43	ŠS 1
no. 65	man and his 3 sons	41	—

Our data indicate that the prices of men are noticeably higher than those of women. The average price of a man is about 10 shekels of silver; the prices of women average around 5–6 shekels. In those instances where the individuals sold can be identified as minors (nos. 42, 46, 49, 81, 102, 115), prices belong, as expected, to the lower end of the scale. For additional data on the prices of humans in Ur III times, see Falkenstein, *NSGU* 3, pp. 88–90. In the Old Babylonian period the average price of a human was between 15 and 30 shekels. See Schwenger, *MVAG* 19/3, 34–37, 100; Matouš, *ArOr* 18/4, 59; Wilcke, *WO* 8, 280–281; H. Farber, *JESHO* 21 (1978):12–14, 41–43. For the prices of humans in the Pre-Sargonic and Sargonic periods, see Edzard, *SRU*, p. 87; Krecher, *ZA* 63, 192–193; Gelb *et al.*, *ELTS*.

TABLE 11
Prices of Cattle and Asses

Text	Object of Sale	Price	Date
no. 31	1 gud-niga “barley-fed ox”	10.5	ŠS 6
no. 37	1 gud-giš “yoked ox”	8.33	IS 1
no. 52	[1 gu]d mu-2 “2-year-old ox”	4.5	IS ?
no. 15	1 GIR mu-2 “2-year-old heifer”	6	AS 4
no. 128	1 ème “she-ass”	6	—
no. 98	1 ème-mâh “mature she-ass”	7.5	ŠS 9
no. 56	2 ème 1 amar-ga anše “she- asses, suckling ass”	13	[x]
no. 39	2 dūsu-nita “asses”	8.5	IS 2

For other animal prices in the Ur III period, see Falkenstein, *NSGU* 2, p. 296 n. 11 lines 13–14. For the OB prices, see Schwenger, *MVAG* 19/3, 43–45, 111; Wilcke, *WO* 8, 282–285; Farber, *JESHO* 21, 14–16, 43.

4. SALE TRANSACTION AND SALE DOCUMENT IN UR III TIMES

4.1. *Introductory remarks*

This chapter offers a characterization of the Ur III sale transaction and studies the role of the sale document in the contemporaneous legal praxis. At the outset one point needs to be emphasized. In Ur III law a sharp distinction must be made between the sale transaction itself, i.e., the act by which the title to the sold property was transferred by the seller to the buyer; and the sale document, which is merely a record of that transaction, prepared for the buyer for evidentiary purposes.³⁹⁹ The sale transaction creates a legal change; the sale document is a means of attestation. In other words, the transaction and the document are two different legal instruments, serving two different ends. This observation, however obvious it may seem, is of crucial importance for our perception of the Ur III sale. The purely evidentiary character of the Ur III sale document is responsible for the fact that the picture of a sale transaction it presents is incomplete and highly selective. The sale document emphasizes the actions of the seller and leaves the person of the buyer largely in the shadow. Only facts of basic and immediate importance to the buyer are usually recorded in it: the object of sale, the amount of the purchase price, the fact that the buyer paid the purchase price and that the seller received it, the sworn warranties of the seller, the names of witnesses, and the date of the transaction. Yet the ritual actions and *verba solemnia* which formed the essence of the actual transaction are mentioned rarely or not at all. Therefore, in order to obtain a fuller picture of the Ur III sale transaction one must reach for other relevant sources, such as various legal documents relating to sale, comparative material from other periods, and the general theory of early sale.

Since the Ur III sale transaction and sale document are two different phenomena, in the following discussion they will be treated separately.

4.2. *Ur III sale transaction*

The Ur III sale, like the cuneiform (Mesopotamian) sale⁴⁰⁰ in general, falls under the system of sale for ready money or cash sale. In such a sale the payment of the purchase price is combined with the transfer of title to goods sold, with no outstanding

³⁹⁹It appears that the separateness of agreement-making and document-writing was a general feature of early cuneiform law. This was at least the case in the Old Babylonian period, as convincingly demonstrated by S. Greengus, *JAOS* 89 (1969):505–514, from the evidence of marriage contracts.

⁴⁰⁰For the nature of cuneiform sale, see J. Kohler and F. E. Peiser, *HG* 3, p. 240; Schorr, *VAB* 5, pp. 111–121; Koschaker, *Rechtsvergleichende Studien zur Gesetzgebung Hammurapis* (Leipzig, 1917), pp. 138–139; San Nicolò, *Schlussklauseln*, pp. 7–10, 76–137; *idem*, *Beiträge*, pp. 193–230; E. Cuq, *Études sur le droit babylonien, les lois assyriennes et les lois hittites* (Paris, 1929), 180–207; G. Boyer, “Nature et formation de la vente dans l’ancien droit babylonien,” *AHDO+RIDA* 2 (1953): 45–85.

duties remaining to be enforced by action.⁴⁰¹ More specifically, the Ur III sale should be classified as a formal oral conveyance, effected by ritual actions and *verba solemnia*. Our decision to classify the Ur III sale as a “conveyance,” and not as a “contract,” follows from the fact that in Ur III times sales were always conceived as completed transactions, and therefore did not create obligations.⁴⁰² See in detail below.

As already noted, in the Ur III sale the payment of the purchase price is combined with the transfer of title. Only in one transaction (no. 25), at least so far as we can learn from the texts themselves, was the payment of price (more correctly, one-half of the price) deferred. The sale with deferred payment or sale on credit, to use another term, still functions as sale for ready money, even though the buyer either did not pay the purchase price or paid only a fraction of it. In such a transaction the title is still transferred to the buyer, and the seller nominally acknowledges the receipt of the purchase money. It is notable that the buyer’s obligation to pay the price arises not from the sale but from a separate agreement, in which the purchase price is converted into a fictitious loan to be repaid when the credit ends.⁴⁰³

The evidence available strongly suggests that in the Ur III sale the delivery of the sold property was expected to take place during the sale transaction. This is indicated, first of all, by the transfer clause, included in some sale documents (see 2.5), which specifically states that the object of sale was transferred by the seller to the buyer. The same can be inferred from the *giš-gana . . . bala* clause, which similarly attests to the transfer of the sold object as part of the sale transaction (see 2.4).

That the delivery of the sold property usually took place during the conveyance is further shown by the sale document no. 17 and text S.2. In no. 17 the tablet uses a

⁴⁰¹See in general Pringsheim, *The Greek Law of Sale*, pp. 86–90.

⁴⁰²This is in accordance with the classic maxim of H. S. Maine that “conveyances transfer proprietary rights, contracts create obligations” (*Ancient Law: Its Connections with the Early History of Society and Its Relation to Modern Ideas*, 3rd American ed. [New York, 1879], p. 306). By “conveyance” we understand the transfer of the title to goods from one person to another; by “contract,” a promise or a set of promises for the breach of which the law offers a remedy, or the performance of which the law in some way recognizes as a duty. See C. R. Noyes, *The Institution of Property* (New York, 1936), p. 491. In this connection, it should be pointed out that the various “obligations” that the sale transaction imposes upon the seller (such as the duty to defend title, etc.) arise not from the sale as a contract, but from the presumption of the seller’s title to goods sold. Cf. Pringsheim, *op. cit.*, p. 86. Because of this, the practice, common in Assyriological literature, of classifying cuneiform records of sales as “sale contracts” is incorrect. Acceptable terms are “sale document” (which is used in this study), “deed of sale,” or “conveyance” (the last used by Postgate, *Legal Documents*, p. 11).

⁴⁰³For the sale on credit in cuneiform law, consult the literature cited above in n. 400. For other examples of such sales in Ur III times, see Falkenstein, *NSGU* 1, p. 126. Among the evidence cited there, of special interest is the text *NSGU* 2 135, where the contested purchase price is treated as an interest-bearing loan. Quite possibly, separate loan documents were prepared for such fictitious loans, as in Egyptian law. See Taubenschlag, *The Law of Greco-Roman Egypt*, p. 256. Such a document is probably meant in the court record *NSGU* 2 119. Cf. Haase, *Einführung*, p. 88.

future-tense verb: “the sellers will give the object of sale to the buyer,” whereas in the envelope the verb is in the past tense: “the buyer bought the object of sale from the sellers.” The explanation of this discrepancy probably is that the buyer had paid the purchase price and had acquired title, but for some unknown reason the property in question had not been delivered to him by the sellers. In order to protect the buyer, the verb was put in the future tense in the tablet. Now, should the sellers fail to deliver the sold property or claim that the delivery had already taken place, the buyer can break the envelope and the tablet will yield evidence that the sellers have failed to fulfill their obligation. In other words, the purchase price has been converted into a fictitious loan; and the tablet, into a fictitious loan document.⁴⁰⁴

Text S.2 also deals with deferred delivery. It records the promise of the seller to deliver the sold person, in this case his son, to the buyer on a specific date in the presence of the governor. It appears that, as in no. 17, the seller was unable to make the delivery during the conveyance, and so the seller and the buyer concluded a separate agreement, imposing upon the seller the obligation to complete the transaction.

As can be seen, both nos. 17 and S.2 deal with an identical legal situation, but the performance of the delivery was secured by different means in each case. In no. 17 the tablet was transformed into a fictitious loan document, whereas in S.2 the seller made a sworn promise of delivery, which was recorded in a separate tablet.⁴⁰⁵ These two documents show that if the delivery of the sold property could not be performed at the time of the conveyance, a special agreement, obliging the seller to complete the delivery, was required. Obviously, if delivery could be made independently of the transfer of title,⁴⁰⁶ no need for such agreements would have arisen.

⁴⁰⁴This ingenious device is analogous to the practice which seems to have been used in some OB sales with deferred payment. It has been long recognized that there are instances of OB sale documents where the tablet records the payment of price in the future tense (Ī.LAL.E, “he will weigh out”), in contrast to the envelope, which uses the past tense (IN.NA.LAL, “he weighed out”). Such examples, however, were dismissed as scribal errors. See Matouš, *ArOr* 18/4, 29–30. It was Boyer, *AHDO+RIDA* 2, 60–66, who first proposed that these texts reflect a different legal reality. According to him, the tablet offered protection to the seller. If the buyer did not complete the price, but maintained that he had done so, the seller could request that the envelope be broken, and the tablet would then support his claim. The validity of Boyer’s interpretation is somewhat weakened by the sale document *RA* 69 (1975):134 no. 11, in which the situation is reversed: the tablet has IN.NA.LAL, and the envelope, Ī.LAL.E. It is possible, however, that we find here another variation on the same theme: the envelope serves as a loan document until the buyer pays the purchase price; when the price is paid, the envelope will be broken, and the buyer will recover the tablet.

⁴⁰⁵Quite possibly, a standard sale document, formulated as a completed transaction, was also prepared in that transaction.

⁴⁰⁶This is the view of Haase, *Einführung*, p. 94. Haase cited as evidence the court record *NSGU* 2 68, which deals with a suit concerning a slave woman who was sold by her owner to two different persons. According to Haase, the fact that she could have been sold for the second time shows that she had not been delivered by the seller to the first buyer during the sale transaction. However, it is

The *dramatis personae* of the Ur III sale can be divided into two groups: the active and the neutral parties to the transaction. The former include the buyer, the seller, and the guarantor (who acts as a co-vendor, see 2.11.3). Among the latter, we find the weigher of silver (only in transactions in which the purchase price was paid in silver), the authorizing official(s), the scribe, and the witnesses. Although a sale transaction could be attended by all of these parties, it appears that, apart from the buyer and the seller, only the witnesses (or, alternatively, authorizing official(s)) needed to be present for the sale to be valid.

The data in hand indicate that the Ur III sale was effected by the performance of certain ritual actions and the recitation of solemn declarations. The ritualistic character of transactions is a general feature of primitive law. As described by Maine, ancient conveyances and contracts “are in the highest degree ceremonious; they require a variety of symbolical acts and words intended to impress the business on the memory of all who take part in it”⁴⁰⁷; “. . . an ancient conveyance was not written, but *acted*. Gestures and words took the place of written technical phraseology, and any formula mispronounced, or symbolical act omitted, would have vitiated the proceeding as fatally as a material mistake in stating the uses or setting out the remainders would, two hundred years ago, have vitiated an English deed.”⁴⁰⁸ This characterization applies word-for-word to Mesopotamian law, as the existing sources attest to a rich repertoire of ritual actions and *verba solemnia* used in connection with various legal agreements.⁴⁰⁹

The only symbolic action which is specifically mentioned in Ur III sale documents is the *giš-gana . . . bala* ritual, which symbolized the transfer of the sold person (and probably also of the sold animal) from the *potestas* of the seller into that of the buyer (see 2.4).⁴¹⁰ In addition, the sale document no. 62 is material proof that in Ur III times the conveyances of real property, exactly as in earlier periods, involved the act of affixing to the wall of a public(?) building a clay cone which bore a record of the

conceivable that she was actually delivered by the seller, to be subsequently seized by him (for such cases, see *NSGU* 2 63, 136, 204:2–13).

⁴⁰⁷*Ancient Law*, p. 263.

⁴⁰⁸*Ibid.*, p. 268. Further, compare Pollock’s and Maitland’s description of early Germanic conveyances: “The essence of the transaction may be that one man shall quit and another take possession of the land with a declared intention that the ownership shall be transferred; but this change of possession and the accompanying declaration must be made in formal fashion, otherwise it will be unwitnessed and unprovable, which at this early time is as much as to say that it will be null and void. An elaborate drama must be enacted, one which the witnesses will remember” (*The History of English Law* 2, p. 85). For the importance of ritualism in early law, see also W. Seagle, *The Quest for Law* (New York, 1941), pp. 258–259.

⁴⁰⁹See Greengus, *JAOS* 89, 514–524; A. D. Kilmer, *JAOS* 94 (1974):177–183.

⁴¹⁰Pre-Sargonic and Sargonic sale documents mention a number of other ritual actions: the spreading of oil (i . . . ak clause), the pouring out of water (a . . . dé clause), and the placing of oil and flour(?) in the water (a . . . si clause). See Gelb *et al.*, *ELTS* 8.12.5.2, 8.12.5.3, and 8.12.5.4.

transaction in question.⁴¹¹ Since this act appears to have symbolized and at the same time made public the transfer of title, it probably fulfilled the same function as the *giš-gana . . . bala* ritual in sales of movables.⁴¹²

An indispensable element of the 3rd millennium conveyances of real property was the presentation of gifts and various additional payments to the seller, his kinsmen, witnesses, and the attending officials.⁴¹³ In addition, the buyer customarily gave a special feast at his house for all the participants of the transaction, during which they ate food, drank beer, and anointed themselves with oil.⁴¹⁴ Such gifts are expressly mentioned only in one Ur III sale document, a house sale from Umma (no. 88*).⁴¹⁵ The fact that this text is one of the earliest (if not the earliest) Ur III sale documents extant, suggests that the custom of presenting gifts and giving a feast died out in Ur III times. But since identical practices are documented in the Old Babylonian Mari and Ešnunna⁴¹⁶ and in the Middle Babylonian Emar,⁴¹⁷ chances are that these customs continued also in that period, though probably on a smaller scale than before.

⁴¹¹See in detail the commentary to no. 62.

⁴¹²But note that the same rite is also mentioned in the Pre-Sargonic text *RTC* 17, which deals with the sale of a man.

⁴¹³See Krecher, *ZA* 63, 154–160; *idem*, *Acta Antiqua Academiae Scientiarum Hungaricae* 22 (1974):29–32; J.-J. Glassner, *JA* 273 (1985):39–48; Gelb *et al.*, *ELTS* 8.5.

⁴¹⁴This feast is described in the “Maništušu Obelisk”, *DP* 2, and *JCS* 10 (1956):26 no. 2. See Gelb *et al.*, *ELTS* 8.12.5.8.

⁴¹⁵This text mentions two sets of gifts: one mina of wool, one sila of oil, and one headband, which were presented to the sellers, and 200 table-breads and sixty bowls of beer, which were given to the um-mi-a official. Considering the enormous quantity of the bread and beer presented to the um-mi-a, it is possible that these victuals were actually intended for the feast.

⁴¹⁶For the gifts at Mari, see especially *ARM* 22 328, a *Sammelurkunde* of the field-purchases of a certain Warad-Sin, which records gifts of silver, oil, barley, and even garments (TÚG.BAR.SI – ii 28) to the relatives of the sellers and to the witnesses. Gifts of silver, presented to the witnesses, are listed also in the sale documents *ARM* 8 2 (house) and 3 (field). The feast is mentioned in the field sales *M.A.R.I.* 1 (1982):80 lines 22–25 (NINDA *ti-ku-lu KAŠ ti-iš-da-u ú Ì ti-il-tap-tu in É PN a-lu-zinim*), *ARM* 8 13 rev. 11’–14’ (*ka-ra-am i-ku-lu ka-sa-am iš-tu-ú ù ša-am-na-am ip-ta-šu*), and the earlier-cited text *ARM* 22 328 (LÚ.MEŠ ŠU.GI NINDA *i-ku-lu KAŠ iš-tu-ú - i 40* and *passim*; once . . . KAŠ ù GEŠ[TIN(!) iš-tu - ii 46; once also . . . ù [Ì].GIŠ *ip-ta-aš-šu - ii 47*). For the existence of similar practices at Ešnunna, see *JCS* 9 (1955):107 no. 59:10, a field sale, which contains a note *ša-am-na qá-qá-su-nu pa-ši-iš*, “their heads were anointed with oil.”

⁴¹⁷See NINDA *hu-ku ka-si-17-ip* GIŠ.BANŠUR Ì.GIŠ *pa-ši-iš* 1 GÍN *ka-bu-ra ša É-ti* LÚ.MEŠ *aḫ-ḫi-a ma-aḫ-ru*, “the . . . bread was distributed (lit.: broken), the table(?) was anointed with oil; the ‘brothers’ (i.e., the kinsmen of the seller) received one shekel (of silver), the *k*-payment of the house” (D. Arnaud, *Emar* 3 20:18–22 - a house sale); NINDA *hu-uk-kuš ka-si-ip* GIŠ(!).BANŠUR GIŠ.Ì *pa-šf-iš ku-bu-ru KI nu-ad-n[u]* 1 GÍN KUG.BABBAR LÚ.MEŠ *aḫ-ḫ[u] [m]a-aḫ-r[u]* (*ibid.* 17:15–19 - a land sale). I owe both references to W. L. Moran. The use of oil in these texts brings to mind the “spreading of oil on the side (of the sold property?)” (Ì *zag-e . . . ak* and Ì *šadādu*), and the

The purpose of both the gifts and the feast was the creation of a symbolic bond integrating the buyer with the seller and his kinsmen. Since in traditional societies alienation of the family-owned real property to an outsider was and is generally thought to be immoral and repugnant, achieved only with the greatest difficulty and usually under economic stress, the creation of such a bond was meant to facilitate the alienation. By presenting gifts to the kinsmen of the seller and by eating and drinking with them, universal ways of creating community, the buyer became at least on the symbolic level a member of the seller's kinship group. Thereby the transfer of property was psychologically easier to accept.⁴¹⁸

additional payment called ̀ZAG, which are attested in Pre-Sargonic sale documents and kudurrus. See Gelb *et al.*, *ELTS* 8.12.5.2.

⁴¹⁸Very similar practices existed, until quite recently, among the Ifugaos and Kalingas in the Phillipines. As reported by R. F. Barton, *Ifugao Law* (Berkeley, 1969), pp. 38-39, "the Ifugao has a very peculiar system of buying and selling in connection with family property, by which, paradoxical as it may sound, a man has to pay for an article almost twice its price. In order to complete the purchase of a rice field, there are 'extras' almost without number, to be paid, each extra bearing as its metaphorical name, the name of some act of rice-field cultivation or of a feature of the trade itself; . . . the price is divided into ten parts, each part being represented by a *runo* stick or a notch cut in a stick, or by knots in a string; . . . the first two sticks are called *budut*, and represent the payment down. They are the heaviest payments, not necessarily made on the day of the transfer, but at a set time. The eight others represent some standard in the Ifugao's system of barter, and are called *gatang*, or price. They are paid at some indefinite time in the future." A special fee, called *lukbu*, is paid to the witnesses and the agent. "The principal witnesses are preferably the distant kin of the seller, and the agent or agents who effected the sale; . . . these fees are paid and the presents made to the kin of the seller at a feast called *ibuy*. This feast is performed whenever the purchase price of the field has been paid. The kin of the buyer and seller meet in the purchaser's house; . . . one of the fine points in buying consists of an insidious hospitality on the part of the purchaser, which gets the seller and his kin drunk so that they forget some of their perquisites. At the psychological moment, that is, when a few, but not all, of the presents or *lukbu* have been made to the seller and his kin, and when the latter are at the proper stage of drunkenness, one of the purchaser's kinsmen says: 'Let us proceed with the praying.' If he is successful in getting the religious part of the ceremonies started, and can keep the minds of the seller and his-kin from the unpaid gifts or fees until they eat, then the fees never have to be paid. For when they have started eating, everything is over; . . . for, according to Ifugao law, when the seller and purchaser eat together at the *ibuy* feast, the transfer of ownership is complete, and irrevocable" (*ibid.*, pp. 39-42).

Equally illuminating for the motivation behind the Mesopotamian gifts and feast are the selling practices of the Kalingas (Barton, *The Kalingas: Their Institutions and Custom Law* [Chicago, 1939], pp. 107-114). Among the Kalingas, the price consists of the *gatad*, "base," which is the seller's share, the *so-ol*, composed of two subdivisions, which is given to the seller's relatives and agents, and certain ritual payments. The buyer must make gifts to the seller's kindred, which should amount to from twenty-five to fifty per cent of the value received by the seller. These payments are not so minutely named and categorized as among the Ifugaos, but they are likely to be more numerous, since their recipients include also the kindred of the seller's wife. According to Barton, these gifts serve the following purposes: "(1) they clear the title - no relative of the seller can claim the field as his after being feasted and given a

Although none of the extant sale documents records *verba solemnia*, it appears virtually certain that the Ur III sale involved the pronouncement of prescribed solemn declarations by the seller and the buyer, which, like the ritual actions, sanctified and validated the transaction.⁴¹⁹ The existence of such declarations can be deduced from surviving examples of the warranties that were made orally by the seller,⁴²⁰ the strong element of ritualism in the conveyance, and the use of *verba solemnia* in other types of legal agreements.⁴²¹

Another indispensable element of the Ur III sale appears to have been a sworn promise of no-contest made by the seller and the buyer (see 2.6). This conclusion rests on the fact that at least seventy-three sale documents record this clause (or only the oath). Although, as recorded in the texts, the promise of no-contest is formulated either unilaterally (i.e., referring only to the seller) or reciprocally, it is virtually certain that in actual transactions this promise was always made by both the seller and the buyer. The examples where only the seller's promise is recorded are due to the nature of the sale document, which, as noted earlier, emphasizes the actions of the seller.

In addition, the seller (or the guarantor) offered a number of other promises or warranties. Among these, sale documents record the warranties against eviction (see 2.7), against delinquency (see 2.8), and flight of the sold person (see 2.9).

present; (2) a Kalinga who sells a field has qualms of conscience; he is doing a dangerous thing, and his relatives may reproach him afterward, for he is lowering his own prestige and that of his kinship group - but the edge of any reproaches they might make is taken off by the fact that they have shared in the proceeds; (3) the presents give the buyer a chance to splurge, to elevate his prestige, and to ingratiate himself with the seller's whole kinship group" (*ibid.*, pp. 108-109). The sale is initiated by the seller's agents. When the agents have found a buyer, they appoint a day of conveyance. On the appointed day the seller and his kindred come to the buyer's house. One of the agents asks the buyer if he wishes to buy and is willing to pay the price asked as the "base." Nothing is said at that time about the *so-ol* and other payments. If the buyer answers in the affirmative, the go-between performs a ritual which tests the propitiousness of the transaction. Assuming that there are no bad omens, the relatives proceed to ask for their *so-ol* one by one, and it is said that a man who is a "good talker" will get more than one who is not. The *so-ol* are more numerous, of course, if the seller has many relatives. The transaction culminates in a ceremonial feast, during which the seller's and buyer's kin eat and drink together. The "base" is collected by the agents and delivered to the seller on the following day.

⁴¹⁹Compare the formula pronounced by the buyer in the Roman *mancipatio*, cited in 2.12.5.

⁴²⁰See nos. 44:7-8, 127:12-14.

⁴²¹See Greengus, *JAOS* 89, pp. 514-524, for *verba solemnia* used in OB marriage contracts and adoptions. As an example of such declarations in Ur III times, I may cite the text *NATN* 258, which concerns the transfer of rights to a prebend field by the wife of its deceased(?) holder to another person. This was accomplished by the recitation of a solemn formula: 9(iku) gána ŠUKU PN-ka PN₂ dam-ni ù PN₃ dumu-SAL-ni PN₄-ra igi-ne-ne in-ši-gar-ru-éš ŠUKU-gá il-bi il-ba-ab in-na-an-dug₄, "(concerning) 9 iku of land, the prebend field of PN, PN₂, his wife, and PN₃, his daughter, approached PN₄; she (i.e., PN₂) declared for him: 'Take over the duty of my prebend field'" (lines 1-8). For another example, see *NSGU* 2 23-9-10.

Of these warranties the eviction-warranty appears to have been the only duty that the Ur III sale regularly imposed on the seller. The seller's obligation to defend the title and recompense the buyer if he is evicted of the acquired property is implicit in the act of selling, which presupposes the seller's title to the goods sold. In contrast, the warranties against delinquency and flight are unusual, since under normal circumstances the seller cannot be held responsible for the actions of a sold person. It appears that in these instances sold persons were relatives of the seller, which would explain why the seller was willing to assume such an obligation.

Sale documents and other legal documents attest to the frequent practice of the seller appointing a guarantor (see 2.11). Since guarantors are explicitly mentioned only in twenty-four (or possibly twenty-seven, if one includes the uncertain cases) of the extant sale documents, the presence of a guarantor does not appear to have been a condition *sine qua non* of the Ur III sale. More likely, the guarantor was appointed only if the buyer specifically insisted on one. The guarantor acted as a co-vendor and, accordingly, assumed the same responsibilities as the seller.

Text no. 12 records a sworn promise of the brothers of the seller that they will not lay claims to the sold man. The fact that such a provision does not occur in other sale documents suggests that the renunciation of claims by the relatives of the seller was not a regular part of the Ur III sale. Accordingly, we may speculate that in no. 12 this promise was necessitated by some peculiarity in the proprietary rights to the slave.

In the instances where the purchase price consisted of silver, the weighing of silver was often performed by a qualified weigher (2.12). Persons who acted in this capacity were smiths, goldsmiths, and merchants.

In twenty sale documents, there are listed various officials, among them governors, mayors, and judges, who authorized the respective transactions and who were probably also responsible for their attestation and publicity (see 2.13). Given the limited nature of such occurrences, it appears that, with the possible exception of sales of native children (see 2.13.2 and n. 292), official authorization was not a legal requirement of the Ur III sale. We may speculate that this practice was an Ur III innovation, and that it is to be attributed to the state's increased control over economic and legal life in that period. It is notable that in three of the sale transactions authorized by judges (nos. 86, 100, 109) no witnesses were present. This suggests that the authorization of a transaction by judges was a sufficient source of attestation.

The scribe who wrote the sale document is named only sporadically (see 2.14); he usually appears as the last witness. Since the preparation of a sale document was not a necessary requirement of the Ur III sale (see 4.3), scribes naturally appeared only in those instances where documents were written down.

The presence of witnesses was essential to conclude a valid sale in Ur III times (see 2.15). This follows from the fact that witnesses were the primary source of evidence (see 4.3). The available data suggest that witnesses were usually chosen from among the relatives and acquaintances of both the seller and the buyer, though no strict rules seem to have regulated either their selection or number.

The final point which should be discussed here is the location of sale transactions. Whereas Ur III sale documents offer no information regarding this point, we have indications that in earlier periods sales usually took place in the buyer's house.⁴²² This was probably generally true also of Ur III sales, though in instances where the transactions were authorized by officials or judges that location could have been some public place, such as the governor's palace or a temple.⁴²³

4.3. The Ur III sale document

The Ur III sale document, like cuneiform legal texts in general, was evidentiary in character, and not dispositive.⁴²⁴ What this means is that the Ur III sale document, unlike the modern deed of sale, was not a source of legal change. As noted earlier, in Ur III law the transfer of ownership was accomplished by the performance of ritual actions and the recitation of solemn declarations. The sale document was external to the transfer of title; it merely supplied information that the transfer had been performed.

The sale document was a source of evidence, but it benefited only the buyer. It was written for the buyer, whose interests it was exclusively intended to protect. As already mentioned, this fact has an important bearing on the contents of the sale document, for the facts stated there are generally only those which could help the buyer to protect his title to the acquired property.

In its original and basic application, the sale document served as a receipt for the purchase price, in the same way as loan documents served as receipts for loans or hire documents served as receipts for wages.

The information recorded in a sale document was authenticated by means of sealings, placed either by the seller or the guarantor or, in some instances, by the authorizing official.

Although it is clear that the sale document was prepared for the buyer, and that the buyer kept it among his records, the case of the Umma house sale 88*, of which two copies survive, raises an interesting question as to the function of the duplicate. Excluding the unlikely possibility that the duplicate was intended for the sellers, we have to assume that either it was given to the buyer (which would account for the survival of both copies) or that it represented an archival copy which was deposited in Umma's cadastral office.⁴²⁵

⁴²²See *DP 2* and *JCS 10* (1956):26 no. 2, discussed in Gelb *et al.*, *ELTS* 8.12.5.8.

⁴²³For the governor's palace as the place of legal proceedings, see Falkenstein, *NSGU* 1, pp. 139 n. 2, 140 n. 3; for the same function performed by temples, see *ibid.*, p. 66 nn. 4 and 6. It is possible that the transactions recorded in Nippur sale documents nos. 22, 27, 29, 59, and 60, which use an oath invoking Ninurta and the king, took place in the gate of Ninurta's temple (see above n. 209).

⁴²⁴The fact that cuneiform legal documents are evidentiary in character rather than dispositive is generally recognized by students of Mesopotamian law. See Greengus, *JAOS* 89, p. 513 and n. 36, who also cites earlier literature.

⁴²⁵The existence of such an office at Umma can be deduced from the text *YOS 4 300*, which is a survey of twelve houses located in an Umma quarter. In five instances the text gives two sizes of the

Also unclear is the function of the surviving self-sale documents (nos. 20, 82, 108, 127). Among them, no. 108 and probably no. 20 are sealed by the buyer, while no. 82 is sealed by the father of the person who sold himself into slavery. In the last example the sale document was certainly given to the buyer. In contrast, nos. 20 and 108, because of the buyer's sealings, could have been intended for the sold persons or, alternatively, for some public archive.

The above statement that the Ur III sale document is a source of evidence needs further elaboration, for, as noted earlier, another source of evidence was witnesses or, much less frequently, authorizing officials. The question arises, therefore, how these two forms of attestation related to each other. First, however, a general comment on the role of evidence in legal procedure is necessary. It is important to keep in mind that legal forms must always be considered under the aspect of evidence in court. To say that an agreement is enforceable means that it is recognized as enforceable by the court. Accordingly, if the court admits only the evidence of witnesses, only witnessed agreements are enforceable. On the other hand, if it allows only written evidence, then documentation is required. Thus agreements are evidenced either by witnesses or documentation. Under certain conditions these two forms of attestation can supplement each other, but they are never of equal importance.⁴²⁶

Now the only way in which the role of sale documents and witnesses in Ur III legal procedure can be ascertained is by examination of the records of litigations concerning earlier sale transactions. It is significant that among the seventy-one records of litigations where the nature of presented evidence is specified,⁴²⁷ sale documents were offered as evidence in only six instances (*NSGU* 2 45, 81, 99, 105, 193:2'-20', 33'-47'). In addition, in one case (*NSGU* 2 109) the buyer promised to bring a sale document to court. In the remaining litigations, either witnesses were produced or one of the litigants took a declaratory oath.

Among the cases where a sale document was produced, of special interest is *NSGU* 2 45, for in this particular instance the buyer brought to the court both the document and the witnesses. It is significant that, as the text makes clear, the purpose of that document was only to support the credibility of the witnesses: PN PN₂ lú-inim-ma

house: the first, described as sa₁₀-a, "(as it was when it) was bought," and the second, described as nig-gál-la, "(as it) is (at present)." The sizes differ only in one case (lines 12-13: the nig-gál-la size is 1/2 sar smaller). As this text shows, the surveyor of the houses must have had access to the records of the earlier purchases of those properties; most likely, the records in question were kept in some central Umma office (which apparently was also responsible for the survey). It thus appears that in Ur III Umma sales of real property had to be officially registered.

⁴²⁶Cf. Pringsheim, *The Greek Law of Sale*, p. 17.

⁴²⁷*NSGU* 2 30, 35, 36, 37, 38, 42, 43, 45, 46, 47, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 63, 69, 71, 72, 73, 76, 79, 80, 81, 85, 86, 90, 95, 98, 99, 104, 105, 106, 107, 108, 109, 170, 175, 176:2-10, 11-21, 180, 185, 187, 193:2'-20', 33'-47', 194:2-17, 29'-38', 196, 197:2-16, 31'-41', 198 i 18' - ii 13, 200, 207:2-14, 29-35, 209 iii 48-55, 210 iv 4-12, 211:1-14, 18-25, 31-33, 34-38; *ZA* 53, 63 no. 7, 66 no. 8; *Sumer* 15 (1959), pl. X no. 2; *AOAT* 25, pp. 444-445 no. 9 iii 2-11.

šag₄ dub-ba-ka-me dub-bi ki di-kud-ne-šè PN₃ mu-de₆, "PN (and) PN₂ are the witnesses who are (mentioned) in the tablet; PN₃ brought this tablet before the judges" (lines 7-11).

In the other cases where buyers used sale documents to prove their title, the suits took place many years after the original transactions (twenty years in *NSGU* 2 105), suggesting that the use of documents, rather than witnesses, was dictated by the unavailability of the latter.

These data allow us to establish that the Ur III sale was primarily witnessed, with sale documents serving as a secondary source of evidence, which could be used in support of the testimony of witnesses.⁴²⁸ It was only when witnesses were not available that the sale document could be accepted in court as primary evidence.⁴²⁹

The rarity of references to the evidentiary use of sale documents in court records allows us to make yet another important observation, namely, that in the overwhelming majority of Ur III sale transactions no sale documents were written.⁴³⁰ The obvious conclusion must be, therefore, that, unlike the attestation by witnesses, expedient documentation was not a necessary condition of the Ur III sale.

⁴²⁸The position of the Ur III sale document (and cuneiform sale documents in general) vis-à-vis the testimony of witnesses is comparable to the situation that existed in the early Greek sale, where sale documents for a long time did not replace attestation by witnesses, but only helped to prove it. See Pringsheim, *The Greek Law of Sale*, pp. 43-46.

⁴²⁹That in Ur III law the evidence of documents was of less importance than that of witnesses has not yet been fully recognized. Thus Falkenstein, *NSGU* 1, p. 73, thought that "der Urkundenbeweis ist natürlich dem Zeugenbeweis gleichgestellt."

⁴³⁰This point is well illustrated by the text *NSGU* 2 212:11-14, which deals with a suit concerning a slave. Since the witnesses who had attended the original sale transaction were no longer alive, the slave's purchaser, in order to prove his title, had to take a declaratory oath. Had a sale document been prepared in that transaction, the purchaser would undoubtedly have produced it as evidence.

5. CONCLUSION

As this study has shown, Ur III sale documents lack the high level of formal standardization that is characteristic of their Old Babylonian and later counterparts. The repertoire of clauses employed and their sequence in the document are subject to great variation. With the exception of sale documents from Adab and a small group of Nippur texts, it is impossible to discern local types among texts coming from the same city or even the same archive. Nevertheless, in comparison with documents dating to earlier periods, the Ur III texts display as a group much greater unity, and it is clear that the process whereby a regular form for the sale document developed was already underway in Ur III times.

The operative section is the introductory and, at the same time, the main part of the sale document. It states the basic facts of the transaction: that the buyer bought object *x* from the seller for price *y*. The Ur III sale documents employ five basic types of operative section (Types A-E), among which the most common is the one-part type with the verb *sa₁₀*, "to buy" (Type A). In the Old Babylonian period this operative section was abandoned in favor of the two-part type with the verbs *sa₁₀*, "to buy," and *lal*, "to weigh out," occasionally used in Ur III times (as Type E) and found already in Pre-Sargonic sale documents. This development probably results from the fact that the two-part operative section, recording the purchase and the payment of price in two separate sentences, was more precise than the one-part formulations prevalent in Ur III times.

The operative section is supplemented by a set of clauses which flesh-out the facts of the transaction. Included here are (1) the completion-of-price clause, stating that the purchase price was paid in full; (2) the completion-of-transaction clause, signifying that the price was paid and that the delivery of the sold property was performed; (3) the *giš-gana . . . bala* clause, recording the ritual action that symbolized (in the sales of persons and possibly also of animals) the transfer of title from the seller to the buyer; and (4) the transfer clause, likewise signifying the transfer of title.

Next follow the clauses recording various sworn promises, made by the parties to the transaction and the guarantor: (1) the no-contest clause; (2) the eviction clause; (3) the warranty against delinquency; and (4) the warranty against flight. The no-contest clause offers a sworn promise not to challenge the finality of the transaction. Although this clause is formulated either unilaterally (referring only to the seller) or reciprocally (referring to the seller and the buyer), it appears that in the actual sale transaction the promise of no-contest was always made by both parties.

The eviction clause imposes upon the seller the duty to compensate the buyer if the latter is evicted of the acquired property; the compensation stipulated is either *duplum* (double) or simple restitution.

The warranties against delinquency and flight, both of which are quite unique in cuneiform sales, make the seller liable should the sold person refuse to work or run away.

The guarantor is named in some twenty-seven sale documents. As can be deduced from these texts and other contemporaneous legal sources, in Ur III law the guarantor functioned as a co-obligor; in sales, accordingly, he assumed the same obligations as the seller.

The next group of clauses lists the neutral parties who attended the sale transaction for the purpose of authorization and attestation. Occurring there are the weigher of silver, the authorizing official, the scribe, and the witnesses. The weigher of silver appeared in those transactions where the purchase price consisted of silver. He was responsible for the accurate weighing of silver, and the persons who acted in that capacity were qualified professionals, such as smiths, goldsmiths, and merchants.

The authorizing official is listed in twenty texts. Most often, this official was the chief administrative official in a given place: an *énsi*, "governor," in cities, and a *ḫa-zanúm*, "mayor," in towns and villages. It appears unlikely that such an authorization was a legal requirement of Ur III law; rather, it was limited to certain types of transactions, especially those involving the sale of native children.

The scribe who wrote the tablet is named very rarely. In contrast, the list of witnesses is a regular component of the sale document. The data pertaining to the identity of the witnesses indicate that they generally came from among the kinsmen and the acquaintances of seller and buyer alike; the number of witnesses varies greatly from one transaction to another.

The concluding sections of the sale document give the date of the transaction and, occasionally, its location. The final component of the sale document is the seal impressions. Seals attested are generally those of the seller and/or the guarantor. Occasionally, sealings of authorizing officials occur, and, in a unique case, that of the sold individual.

The individuals who appear as sellers and buyers in the Ur III sale documents came from virtually all social strata. Especially predominant among them are various state and temple functionaries and merchants. Less frequently, they can be identified as priests, craftsmen, shepherds, farmers, gardeners, and, in one instance, a slave.

The Ur III sale documents deal with real property and chattels. The types of real property sold are houses and orchards. Chattels include humans and domestic animals (cattle and asses). The evidence of the sale documents, combined with data from contemporaneous court records, suggests that a conspicuously large number of the sales of humans involved natives, especially children.

In terms of its legal significance, the Ur III sale can be defined as a formal oral agreement, effected by the performance of ritual actions, such as the *giš-gana . . . bala* ritual (in the sales of humans and animals) and the driving of a clay nail into a wall (in the sales of real property), and by the recitation of *verba solemnna*.

In the Ur III sale the payment of the purchase price was combined with the transfer of title and the transfer of the sold property to the buyer.

In order to be legally valid, the transaction had to be attended by witnesses, whose testimony, in case of future litigation, served as the primary source of evidence.

It appears that, in contrast to the presence of witnesses, the preparation of a sale document was not necessary to conclude a valid sale. The Ur III sale document was merely a source of evidence; it was written specifically for the buyer, and its purpose was to help the buyer protect his title to the acquired property. This fact has important bearing on the contents of the sale document, for the facts recorded in it are generally only those which were of immediate relevance to the buyer. As indicated by contemporaneous court records, in Ur III legal procedure the evidence of a sale document was of secondary importance to that of the testimony of witnesses.

6. EXCURSUS: THE VERB sa_{10} AND THE NOUN (níg-)sám

6.1. Reading of the sign NÍNDA×ŠE

Throughout the Fara - Ur III periods both the verb sa_{10} , "to buy," and the noun (níg-)sám, "purchase price," are consistently written with the sign NÍNDA×ŠE (= LAK-105). In addition, there occur several variant spellings of NÍNDA×ŠE, in which NÍNDA×ŠE is provided with phonetic indicators and/or purely graphic marks. The extant examples of such spellings are as follows:

(a) when standing for the verb

- (1) NÍNDA×ŠE.A (nos. 3, 22, 27, 28 - all Nippur);
- (2) NÍNDA×ŠE.AŠ (nos. 70 - Adab, 102 - Ur);
- (3) NÍNDA×ŠE.AŠ.AŠ (nos. 76 - Ešnunna, 78 - Lagaš, 103 - Ur);

(b) when standing for the noun

- (4) NÍNDA×ŠE.ZA (Edzard, *ARET* 2, pp. 136, 159 - Ebla);
- (5) ŠE.VZ×VCINJN in NÍG.ŠE.VZ×VCINJN = *gâr-a(?) - tum* (*MEE* 4, p. 204 line 67a; photo pl. XVI no. 12 v 13-14);
- (6) NÍNDA×ŠE.DIŠ (Edzard, *ARET* 2, pp. 136, 159 - Ebla);
- (7) NÍNDA×ŠE.A (*MAD* 4 78:2, 81:2, 150:2, 8, 9, 155:2, 10, 12, 169:2, 6, 16 - all Isin, Sargonic; nos. 3, 36a - both Nippur);
- (8) NÍNDA×ŠE.ÀM (*MAD* 4 77:2 - Sargonic; passim in Ur III texts);
- (9) NÍNDA×ŠE.AŠ (no. 77 - Lagaš);
- (10) NÍNDA×ŠE.AŠ.AŠ (nos. 76 - Ešnunna, 78 - Lagaš);
- (11) NÍNDA×ŠE.AŠ.ÀM (no. 82 - Lagaš);
- (12) NÍNDA×ŠE.AŠ.AŠ.ÀM (no. 80 - Lagaš).

Among these writings, the ones employing the signs AŠ and AŠ.AŠ (2, 3, 9, 10, 11, 12) can safely be dismissed as mere allographs of NÍNDA×ŠE; the Ebla spelling NÍNDA×ŠE.DIŠ (6) seems to fall under the same category. The spellings with ÀM (8, 11, 12), limited to the noun, are to be interpreted as $sám^{am}$, with ÀM functioning as a phonetic indicator. It appears that in the writings NÍNDA×ŠE.A (1, 7) and NÍNDA×ŠE.ZA (4, 5) the signs A and ZA should likewise be analyzed as phonetic indicators: sa_{10}^a and sa_{10}^{za} , respectively. In support of this interpretation, note that in nos. 22 and 27 the verb in each case is written with the sign NÍNDA×ŠE.A, and the noun, with NÍNDA×ŠE.ÀM. The examples where NÍNDA×ŠE.A and NÍNDA×ŠE.ZA stand for the noun, i.e., $sám$, probably represent a secondary usage of the "verb" sign.

In Early OB sources the verb is regularly written with NÍNDA×ŠE and the noun with NÍNDA×ŠE.ÀM.⁴³¹ This distinction is no longer maintained in classical OB texts, where the sign NÍNDA×ŠE.ÀM comes to be used also for the verb,⁴³² and the sign NÍNDA×ŠE completely disappears.

Passing now to the question of the pronunciation of the verb and the noun, we may begin by listing the relevant lexical evidence:

- sa-a NÍNDA×ŠE.ÀM = šá-a-mu šá ka-la-ma (Nabnitu XIV 212);
- sa-am NÍNDA×ŠE.ÀM = šá-a-mu šá ka-la-ma (Nabnitu XIV 213);
- šá-am NÍNDA×ŠE.ÀM = ší-i-mu (S^b II 201);
- sa-a NÍNDA×ŠE.ÀM = ší-i-mu (S^b II 201 - variants);
- sa-am NÍNDA×ŠE.ÀM = ší-i-mu (Hh. I 297);
- sà-am NÍNDA×ŠE.ÀM = ba(?)-[...] (Diri El Amarna ii 7' - courtesy M. Civil);
- sà-am NÍNDA×ŠE.ÀM = ma-[...] (Diri El Amarna ii 8');
- sà-am NÍNDA×ŠE.ÀM = šu-[...] (Diri El Amarna ii 9')
- [é]-kug-ta-NÍNDA×ŠE.ÀM-NÍNDA×ŠE.ÀM^{sa'am-sa-am} (MSL SS1, p. 101 i 5').

The picture offered by these data is inconclusive: both the verb and the noun are assigned alternative pronunciations /Sa/ and /Sam/; although most sources identify the initial sibilant as /s/, two of them implicate /š/.⁴³³

Much of this ambiguity disappears, however, when we examine other, mostly 3rd mil., types of relevant evidence. This evidence permits us to conclude, first, that the verb had a vocalic ending, as opposed to the noun, which ended in /m/. This is demonstrated conclusively by the following data: (1) the spellings in-ší-sa₁₀-áš (no. 57), ba-ra-an-sa₁₀-áš (no. 20), [la-ba-r]a-sa₁₀-an (NSGU 2 37:3), and na-an-sa₁₀-sa₁₀-an ("Instructions of Suruppak" 159),⁴³⁴ showing the contraction of the root-vowel and the initial vowel of the suffix, as compared with such writings of the noun as sám-ma-ni, níg-sám-ma-ni, etc.⁴³⁵; (2) phonetic spellings of the verb with the signs ZA, i.e., sà (no.

⁴³¹Poebel, *BE* 6/2, p. 3 n. 1 (Nippur); Kraus, *JCS* 3, 98 (Isin); *idem*, *WO* 2, 121 n. 3 (Ur); Harris, *JCS* 9, 91 (Khafajah); Simmons, *JCS* 13, 89 and nn. 66b-67 (Harmal).

⁴³²Classical OB texts occasionally use also the sign NÍNDA×ŠE.AN. See, e.g., *CT* 47 38:8, 9.

⁴³³Note also the phonetic spelling šà-a-šà-a-, cited in the following note.

⁴³⁴See also <še> šà-a-šà-a-ma-an-ne = še-am ší-ta-á²-a-ma in *MDP* 57 1 iii 40 - iv 1 (MB); against Edzard, *ibid.*, pp. 22, 33, who seems to interpret the Sumerian form as /sa(m)-sam-i-ni/, I take it to represent /sa-sa-mu-*a-ni/, "buy (the grain) for me there." That the verb has a vocalic ending is also shown by such spellings as in-sa₁₀-a-šè (NSGU 2 99:8), i-sa₁₀-a (NSGU 2 30:4), sag sa₁₀-a-me (HSS 3 23 x 4), and the expression kug/še-ta sa₁₀-a (passim in Ur III sources).

⁴³⁵The use of MA as a complement of /sam/ is first documented in Pre-Sargonic sources. See, e.g., *VAS* 14 141 ii 1, 144 ii 1 (both níg-sám-ma-ni).

36a, 44, 45, 46, 65),⁴³⁶ and ŠAG₅, i.e., sa₆ (nos. 75, 106)⁴³⁷; (3) the earlier-discussed spellings NÍNDA×ŠE.A and NÍNDA×ŠE.ZA (standing for the verb) and NÍNDA×ŠE.ÀM (standing for the noun), where A, ZA, and ÀM are phonetic indicators; (4) the Akkadian term *kapsû*, "buyer,"⁴³⁸ a loan from the Sumerian cohortative ga-ab-sa₁₀, "may I buy it."⁴³⁹

As for the quality of the initial sibilant,⁴⁴⁰ the alternative spellings of the verb with the signs ZA and ŠAG₅,⁴⁴¹ and the fact that ZA serves to complement the verb, make it fairly certain that the sibilant in question was /s/ (according to the conventional interpretation of the Sumerian phonological system). This conclusion is in agreement with the testimony of lexical sources (see above), which, with two exceptions, identify the sibilant as /š/.

6.2. Meaning, origin, and usages of sa₁₀

6.2.1. Noting the peculiar usage of sa₁₀ and sám in mathematical texts, O. Neugebauer and A. Sachs proposed that the basic meanings of sa₁₀ and sám are not "to buy" and "purchase price," but "to be equivalent" and "equivalent," respectively.⁴⁴² This suggestion was subsequently elaborated on by Jacobsen,⁴⁴³ who pointed out that sa₁₀ construes the person from whom one "buys" with -šè, "towards," or -ra, "for," the usage conforming to a factitive meaning "to make equivalent."

The meaning of sa₁₀ can be made even more specific. As is suggested by the fact that the sign NÍNDA×ŠE depicts a container filled with barley, and that in lexical sources sa₁₀ is secondarily equated with *sabû*,⁴⁴⁴ "to draw beer," and *sábu*, "to draw water,"⁴⁴⁵ in its basic and original sense sa₁₀ evidently denoted the measuring out of grains and liquids as equivalents for other goods.⁴⁴⁶ That sa₁₀ had to do with measuring is also

⁴³⁶The writing ZA for NÍNDA×ŠE probably occurs already in the Fara text TSŠ 881, where the same vocable is once written as ENGUR-é-NÍNDA×ŠE (iii 8), and the other time, as ENGUR-é-ZA (xvi 6). Note, however, that the latter spelling is followed, in the next line (xvi 7), by a NÍNDA×ŠE; it is possible, therefore, that the two lines are to be read together, with the interpretation ENGUR-é-sa₁₀^{sa}.

⁴³⁷The same spelling occurs also in the OB text *Kraus AV*, p. 361 LB 3232:22'.

⁴³⁸*CAD* K, p. 191a.

⁴³⁹For the formation, see above 2.11.1.2 and n. 241.

⁴⁴⁰Falkenstein's suggestion, *NSGU* 1, p. 122 n. 1, that, in Ur III times at least, the verb and the noun had different sibilants (/s/ against /š/), finds no support in the evidence.

⁴⁴¹Note that šag₅, a variant root of sig₅, is correctly to be interpreted as /sag/. See ŠAG₅ = sà-a, sa₆-a (Proto-Ea 515), SIG₅ = sà-ag, sà-a, sa₆-ga (Proto-Ea 411).

⁴⁴²*Mathematical Cuneiform Texts*, American Oriental Series 20 (New Haven, 1945), p. 97.

⁴⁴³*BASOR* 102 (April 1946):18.

⁴⁴⁴*CAD* S, p. 5a.

⁴⁴⁵*Ibid.*, p. 9a.

⁴⁴⁶Cf. Veenhof, *Aspects*, p. 60, who interprets the original meaning of sa₁₀ as "to measure out quantities of barley." This idea goes back to Koschaker, *Jahrbuch der Preussischen Akademie der*

indicated by the Ebla lexical entry NÍNDA×ŠE = *mu-da-tum /madādum/*, (MEE 4, p. 369 line 0311), where NÍNDA×ŠE replaces the expected ág = NÍNDA×NE, “to measure out.”

6.2.2. In view of the formal similarity between the Sumerian sa₁₀ and sám and the Akkadian verb *šámu*, “to buy,” one cannot but suspect that these vocables are genetically related. However, the exact nature of this relationship is unclear. Falkenstein speculated that sa₁₀ and sám are loanwords from *šámu*, and reconstructed the original form of both the verb and the noun as *šám.⁴⁴⁷ As Falkenstein visualized it, the final /m/ subsequently disappeared in the verb (*šám > sám > sa₁₀), but was preserved in the noun, apparently under the influence of *šámu*. More recently, Krecher offered a similar suggestion: “. . . die älteste Lesung [of NÍNDA×ŠE] ist möglicherweise /sa²am/, d.h. der endungslose akkadische Infinitiv *ša²am- (altbabylonisch *šám*-).”⁴⁴⁸

The main argument against deriving sa₁₀ from *šámu* is the peculiar and distinctive character of the Sumerian concept of “buying,” which sets it apart from the Akkadian idiom, meaning simply “to acquire something from someone” (x *iste/itti* y *šámu*). While one can envision the opposite derivation, it appears highly unlikely, if not impossible, that the Sumerian idiom could have developed from the Akkadian one.

Against Falkenstein’s and Krecher’s theory speaks also the fact that already in the Fara period the phonemic shape of the verb was /sa/ (note the earlier-discussed Ebla logogram NÍNDA×ŠE.ZA and the Fara spelling ENGUR-é-ZA(NÍNDA×ŠE)), necessitating the assumption that the disappearance of the hypothetical final /m/ in sa₁₀ had to occur at an extremely early date. And finally, it needs to be pointed out that Sumerian does not otherwise show any loanwords borrowed overtly from Akkadian infinitives,⁴⁴⁹ making the derivation of sa₁₀ from *šámu* very doubtful.

For these reasons, if sa₁₀ and *šámu* are genetically related,⁴⁵⁰ one is forced to assume that the direction of the borrowing was from Sumerian to Akkadian, with the base of the derivation being the noun sám. It is important to note that the occurrences of

Wissenschaften, 1941 (publ. 1942), p. 119, who speculated that the Sumerian concept of “buying” was synonymous with “Kaufpreis zahlen.”

⁴⁴⁷NSGU 1, p. 121 n. 1, p. 122 n. 1.

⁴⁴⁸ZA 63, 152.

⁴⁴⁹In this, Sumerian conforms to the general linguistic rule that borrowings of verbs are made, universally it seems, from nominal forms. In Sumerian, such borrowings usually comprise an Akkadian noun and the auxiliary verb *ak*, “to do,” as in *dam-ḫa-ra . . . ak*, “to do battle” (from *tamḫaru*), *sa-gaz . . . ak*, “to plunder” (from *šag(g)āštu* or *šaggāšu*), and *šu-bala . . . ak*, “to exchange” (probably from *šupēltu*; see now ŠU.BALA.AK, ŠU.TA.KAL = *du-uš-da-bí-lum/lu/um* in MEE 4, p. 257 lines 510–511).

⁴⁵⁰The presence of different sibilants in sa₁₀ and *šámu* (/s/ against /š/) is a problem that, while not of critical importance for this issue, needs to be taken into consideration.

šámu are exceedingly rare before the Old Babylonian period,⁴⁵¹ and that in Old Akkadian the meaning “to buy” was expressed preferably by the construction Amount *ana šimē* Object-of-Sale *nadānu*, “to give amount x for object y.”⁴⁵² The preferential usage of this construction in Old Akkadian may be taken as an indication that *šámu* gained popularity only gradually, thus deepening our suspicion of its non-Semitic origin.⁴⁵³

6.2.3. The *marû* (imperfective) root of sa₁₀ is sa₁₀-sa₁₀. When combined with the ablative infix -ta- (or its phonetic variant -ra-) and the conjugational prefix ba-, sa₁₀ acquires the meaning “to sell.”⁴⁵⁴ The underlying semantic opposition is thus between the unmarked Ø-sa₁₀ “to buy” and the marked ba-ta-sa₁₀ “to sell.”⁴⁵⁵ For this distinction, compare German *kaufen* and *verkaufen*, and Chinese *mai-mai*, which means either “to buy” or “to sell,” depending on the tonal pronunciation used.⁴⁵⁶ It appears that ba-ta-sa₁₀, “to sell,” represents a secondary development of sa₁₀⁴⁵⁷; it must be noted, however, that this usage is documented already in the Sargonic period.⁴⁵⁸

The meaning “to buy” of sa₁₀ is further modified by the addition of dimensional infixes: (1) -ši- “to buy from”; (2) -na- “to buy for someone”; (3) -ta- (Instrumental) “to buy for/with something”; and (4) -da- (Abilitative) “to be able to buy.” In the construction with -ši-, “to buy from,” the head-noun of the adverbial phrase (i.e., the seller) is placed in the terminative case -šè; in Ur III texts -šè can be replaced by the dative suffix -ra or the locative suffix -a, or even by the prepositional phrase *ki . . . (-ak)-ta*, “from.”⁴⁵⁹ As noted earlier, the peculiar usage of -ši- “towards” to express the sense “(to buy) from” is explained by the fact that sa₁₀ originally meant “to make equivalent,” i.e., to pay the purchase price to the seller. A similar case is presented by the verb *šu . . . ti-(g)*,

⁴⁵¹The only Old Akkadian occurrences of *šámu* come from CT 50 71:10, “Maništusu Obelisk,” and nos. 113, 126, and 128 in this volume.

⁴⁵²See above 2.1.6.

⁴⁵³The South Arabic *sāma* (see C. Conti Rossini, *Chrestomathia arabica meridionalis epigraphica* [Rome, 1931], p. 246), cited by Gelb, *MAD* 3, p. 258, and *AHW.*, p. 1159a, as a cognate of *šámu*, if related at all, may be an Akkadian loanword, and thus it does not prove the Semitic origin of *šámu*.

⁴⁵⁴Cf. Falkenstein, *NSGU* 1, p. 121.

⁴⁵⁵For this modifying sense of -ta-, cf. *kés-(d̂r)*, “to bind,” and *-ta-kés-(d̂r)*, “to untie, to undo,” discussed by Gragg, *Infixes*, pp. 36-37.

⁴⁵⁶É. Benvensite, *Le vocabulaire des institutions indo-européennes* 1 (Paris, 1969), p. 127.

⁴⁵⁷Cf. Falkenstein, *NSGU* 1, p. 121. There is no compelling evidence that sa₁₀-Ø may by itself mean “to sell.” Note that in the ED terms *lú-mun-sa₁₀*, *lú-šembí-sa₁₀*, and *lú-naga-sa₁₀* (*MSL* 12, p. 19 lines 179–181), describing peddlers or sellers, where sa₁₀ could theoretically mean “to sell” (cf. Krecher, *ZA* 63, p. 151 n. 1), its meaning is evidently the earlier-discussed “to measure out (grains and other solids), to draw (liquids).”

⁴⁵⁸*BIN* 8 181:12: *ba-ta-sa₁₀-sa₁₀*.

⁴⁵⁹Cf. Falkenstein, *NSGU* 1, p. 121 n. 2.

whose basic meaning is “to bring the hand near, to reach for something,” thence “to receive”; in the presence of the infix -ši-, šu . . . ti comes to mean “to receive from.”⁴⁶⁰

The extant usages of sa₁₀ are illustrated in the following list:

- (1) Ø dimensional infix: “to buy”
- (a) mu-
PN ga-ešg-e mu-sa₁₀, “PN, the travelling merchant, bought it” (*RTC* 20 ii 2-4 - Pre-Sargonic);
- (b) ì-
ì-sa₁₀ /i(-n)-sa/, “he bought it” (no. 62);
in-sa₁₀ (no. 46 and passim in Ur III texts);
tukumbi lú gud in-sa₁₀-sa₁₀, “if someone is about to buy an ox” (“Hendursanga Hymn” 234; cf. also lines 239' and 244');
- (c) ba-
10(gur) še gur-sag-gál kug-ga ba-sa₁₀, “10 gsg of barley were bought for silver” (*Nikolski* 1 77 i 1-2 - Pre-Sargonic);
šúba(MÜŠ.ZA) urudu ba-sa₁₀-[a], “the šuba-stones which were bought for copper” (*JIT* 1 1422 rev. 2' - Sargonic);
6 gud še sumun ba-an-sa₁₀-a, “6 oxen which were bought by him for old barley” (*JIT* 4 7178:4 case; tablet: im-ma-ta-sa₁₀-a - Ur III);
sag ba-sa₁₀, “the ‘head’ was bought” (nos. 69, 72);
- (d) bí-
bí-sa₁₀-sa₁₀-mu, “(cedar resin) which was bought by me” (“Ur-dun to Šulgi” 7);
- (e) a-
sag uš₁₁(for úš?)-a an-sa₁₀ /a-n-sa/, “she was bought (by him) in place of the dead(?) (slave woman)” (*BIN* 8 66:10 - Sargonic);
- (f) ù-ì-
udu ù-sa₁₀, “after one bought sheep” (*Sollberger Corpus* Ukg. 6 i 2');
- (g) nu-ì-
nu(-ù)-sa₁₀-a, “that he did not buy it” (*NSGU* 2 210 iv 8; *Sollberger, AOAT* 25, p. 445 no. 9 iii 8; both Ur III);
- (h) na-ì-
eden na-sa₁₀, “do not buy an onager” (*OIP* 99 256 vi 4 - Fara); anše-eden-r[i(?)] [nab]-sa₁₀-[sa₁₀] (*OIP* 14 55a i 1'-2' - Pre-Sargonic); anše-eden-na na-ab-s[a₁₀-sa₁₀-an] /na-i-b-sa-sa-en/ (“Instructions of Suruppak” 53);

géme-kar-kì(AK) na-sa₁₀, “do not buy a harlot” (*OIP* 99 256 ii 3 - Fara); [kar]-kid na-an-sa₁₀-sa₁₀-an /na-i-n-sa-sa-en/ (“Instructions of Suruppak” 159);

- (i) h́é-ì-
[ini]m-mu-ta h́é-sa₁₀-sa₁₀ /h́e-i(-n)-sa-sa(-e)/, “he may buy him with my permission” (*TIM* 9 99:20-22 - Sargonic);
inim-mu-ta h́é-ib-sa₁₀-sa₁₀ /h́e-i-b-sa-sa(-e)/, “he may buy it (orchard) with my permission” (*YOS* 4 115:5 = *TCS* 1 80 - Ur III);
- (2) -ši-: “to buy from”
- (a) mu-
ud-da mu-šè-sa₁₀-sa₁₀ /mu(-n)-ši(-b)-sa-sa(-e)/, “when he buys it from him” (*Sollberger Corpus* Ukg. 4 xi 25);
- (b) ì-
e-šè-sa₁₀ /i(-n)-ši(-n)-sa/, “he bought it from him” (e.g., *DP* 31 i 6 - Pre-Sargonic);
ì-šè-sa₁₀ (*MAD* 4 51:4 - Sargonic);
ì-ši-sa₁₀ (*PBS* 9 4 i 9 - Sargonic);
in-ši-sa₁₀ (no. 1 and passim in Ur III texts);
e-ne-šè-sa₁₀ /i-ene-ši(-n)-sa/, “he bought it from them” (e.g., *Nikolski* 1 317 i 9 - Pre-Sargonic);
in-ne-ši-in-sa₁₀ (no. 105);
ì-ne-ši-sa₁₀, “he bought them(!) from him(!)” - should be ì-ši-sa₁₀-áš /i(-n)-ši(-n)-sa-eš/ (*RTC* 80:10 - Sargonic);
in-ši-sa₁₀-áš /i-n-ši(-n)-sa-eš/, “they bought it from him” (no. 57);
- (c) ba-
ba-an-ši-sa₁₀ /ba-n-ši(-n)-sa/, “he was bought by him from them(!)” (no. 102);
ba-an-ši-sa₁₀, “it was bought from him” (*NSGU* 2 214:51 - Ur III);
ba-ši-s[a₁₀-a], “[that] he was bought from him” (*NSGU* 2 198 ii 6 - Ur III);
- (d) a-
PN an-ši-sa₁₀ /a-n-ši(-n)-sa/, “it was bought from PN (by him)” (*BIN* 8 34:2, 5 - Sargonic);
- (e) nu-mu-
nu-mu-ši-sa₁₀-a, “he did not buy her from him/me” (*NSGU* 2 198 ii 4 - Ur III);
- (f) nu-ì-
ud-da nu-šè-sa₁₀-sa₁₀ /nu-i(-n)-ši(-b)-sa-sa(-e)/, “if he does not buy it from him” (*Sollberger Corpus* Ukg. 4 xi 29, xii 7);

⁴⁶⁰Falkenstein, *Grammatik*, 2, p. 126 n. 2.

- (g) ga-i-
ga-šè-sa₁₀ /ga-i(-n)-šì(-b)-sa(-en)/, "I want to buy it from you" (*Sollberger Corpus Ukg.* 4 xi 23, 36);
- (3) -na-: "to buy for someone"
- (a) -mu-
<še> šà-a-šà-a-ma-an-ne /sa-sa-mu-*a-ni/ = *še-am šì-ta-á-a-ma*, "buy the grain for me there" (*MDP* 57 1 iii 40 – iv 1 - MB);
- (b) i-
ud PN-e dumu-ni PN₂-ra field e-na-sa₁₀-a, "when PN, his son, bought a field for PN₂" (*Bibl. Mes.* 3 10 xi 1-5 - Pre-Sargonic);
- (c) ba-
10 gín PN árad PN₂ dumu énsi ba-na-sa₁₀-a, "10 shekels (of silver), (the price of) PN, slave of PN₂, the governor's son, who was bought for him (i.e., for PN₂)" (*HSS* 4 1 iv 4-5 - Ur III);
- (4) -ta-: "to buy for/with"⁴⁶¹
- (a) imma-
6 gud še sumun im-ma-ta-sa₁₀-a, "6 oxen which were bought by him for old barley" (*ITT* 4 7178:4 tablet; case: ba-an-sa₁₀-a - Ur III);
- (b) a-
1 gú 12 ma-na kug-an 11 gín-ta ab-ta-sa₁₀ /a-b-ta(-n)-sa/, "72 minas of iron were bought (by him) for 11 shekels (of silver per each mina of iron)" (*NRVN* 1 315:1-3 - Ur III);
8 1/2 ma-na kug-an PN mu-de₆ 13 2/3 gín 15 še-ta ab-ta-sa₁₀, "PN delivered 8 1/2 minas of iron; it was bought (by him) for 13 2/3 shekels 15 grains (of silver per each mina of iron)" (*NRVN* 1 314:1-5 - Ur III);
- (5) -da-: "to be able to buy"
- bala nam-lugal-la-ka-ni 3(gur) še gur-ta 12 ma-na síg-ta 10 ma-na urudu-ta 30(sila) i-giš-ta ganba ma-da-na-ka kug-babbar 1 gín-e hē-ib-da-sa₁₀, "during his reign, in the markets of his land 1 shekel of silver could purchase 3 gur of barley (or) 12 minas of wool (or) 10 minas of copper (or) 30 sila of sesame oil" (*SAKI*, p. 222 c 15–20 - Early OB);

⁴⁶¹This usage of the instrumental -ta- appears to be a secondary development. In Pre-Sargonic and Sargonic sources the meaning "to buy for/with something" was expressed by the construction x-Ø y-a sa₁₀, "to buy x for y." See *Nikolski* 1 77 i 1-2 and *ITT* 1 1422 rev. 2', cited above under *Ic*; note also *ITT* 4 7178:4 case (Ur III), cited just below.

- (6) ba-ta-: "to sell"
- (a) ba-ta-
ba-ta-sa₁₀-sa₁₀, "he sold (4 oxen)"⁴⁶² (*BIN* 8 181:11 - Sargonic);
ba-ra-sa₁₀, "he sold it" (*NSGU* 2 179:3 - Ur III);
ba-ra-an-sa₁₀, "he sold them" (*NSGU* 2 166:14 - Ur III);
ní-te-ne-ne ba-ra-an-sa₁₀-áš /ba-ta-n-sa-eš/, "they sold themselves" (no. 20);
- (b) nu-ba-ta-
la-ba-ra-sa₁₀, "I did not sell her (to you)" (*NSGU* 2 46:5 - Ur III);
[la-ba-r]a-sa₁₀-an /nu-ba-ta(-n)-sa-en/, "he did not sell me" (*NSGU* 2 37:3 - Ur III);
- (c) na-ba-ta-
nà-ba-ra-sa₁₀-a, "that he did not sell (her)" (*NSGU* 2 72:20', 123:3; both Ur III).

6.3. Meaning and origin of (níg-)sám

The Sumerian term (níg-)sám, "price," corresponds to the Akkadian *šimu*.⁴⁶³ The compound níg-sám, which has the same sense as sám, occurs already in Ebla texts.⁴⁶⁴ For the writings of sám and the evidence bearing on its pronunciation, see 6.1.

If one assumes, as argued in 6.1, that the original form of the Sumerian verb for "to buy" was /sa/, then the only feasible explanation of the morphology of /sam/ is that we find here a compound of sa₁₀ and the 3rd person sing. copula -àm: /sa-am/ > /sam/.⁴⁶⁵ This reconstructed -àm is not to be confused with the phonetic indicator -àm which accompanies (níg-)sám in Ur III and later texts. It is possible, however, that the choice of -àm as an indicator was not accidental, and that by using it the scribes tried to reproduce the original morphemic shape of the term. But the fact that no other examples of compounds with -àm are known obviously presents a problem, and thus our suggestion must remain hypothetical.

⁴⁶²Note the reduplication of the *hamqu* root due to the presence of a plural patient.

⁴⁶³In Old Akkadian, in Old Babylonian at Susa, and in Neo-Babylonian the word for "price" was a *plurale tantum šima*. See Gelb, *MAD* 3, p. 259; Landsberger, *ZA* 39 (1930):279 and n. 2.

⁴⁶⁴See, e.g., Edzard, *ARET* 2, p. 136.

⁴⁶⁵A similar interpretation was proposed already by Deimel, *ŠL* 187.1.

While discussing sám, one must note the existence of a related term (níg-)sám-ma / (nig-)sam-ak/, “merchandise, purchasing-capital,” also “purchases,” lit. “(things) of the purchase price,”⁴⁶⁶ which corresponds to the Akk. *šiamātu*⁴⁶⁷ and, lexically, to *ša šimi*.⁴⁶⁸ This term appears first in Pre-Sargonic sources,⁴⁶⁹ and continues to be used in Sargonic⁴⁷⁰ and Ur III texts.⁴⁷¹

⁴⁶⁶E. I. Gordon, *JAOS* 84 (1964):83 n. 15; Krecher, *ZA* 53, 152.

⁴⁶⁷Veenhof, *Aspects*, pp. 386-388; *AHw.*, p. 1225a. Against *AHw.*, which lists only Old Assyrian and Middle Assyrian examples of *šiamatu*, this word occurs already in Old Akkadian; see *SÁM-ma-at* PN in *MAD* 5 69 i 3', 10'.

⁴⁶⁸Nigga Bilingual Rec. B 64: ní[g-sám-ma] = [š]a šī-mi-im (*MSL* 13, p. 116); for the reconstruction, see níg-sám-ma in *MSL* 13, p. 98 line 78.

⁴⁶⁹E.g., *DP* 322 iii 4 (sám-ma-šè), 513 viii 2 (níg-sám-ma-kam), 516 iv 2 (níg-sám-ma-šè); *Nikolski* 1 300 ii 1 (níg-sám-ma-kam).

⁴⁷⁰E.g., *BIN* 8 174:5 (níg-sám-ma-pi).

⁴⁷¹E.g., *Sauren N.Y. Public Library* 45:10 (níg-sám-ma); *AUCT* 1 502:2 (níg-sám-ma), 705:2 (níg-sám-ma-kam).

PART II

TEXTS

FOREWORD

This part contains a corpus of 137 Ur III sale documents (nos. 1–128 plus nos. 66*, 66**, 66***, 88*, 94*, 94**, 94***, 113*, and 117*), all of which are fully transliterated and translated, and provided with brief commentaries. The corpus is supplemented by five other Ur III texts (S.1–S.5), which have bearing on the Ur III sale.

Within the corpus, texts are arranged according to the place of origin, in the following sequence:

1. Texts from Nippur (nos. 1–66***)
2. Texts from Adab (nos. 67–74)
3. Texts from Ešnunna (75–76)
4. Texts from Lagaš (nos. 77–86)
5. Texts from Susa (nos. 87–88)
6. Texts from Umma (nos. 88*–100)
7. Texts from Ur (nos. 101–111)
8. Texts of unknown origin
 - a. Texts from the SI.A-a archive (nos. 112–116)
 - b. Texts written in Sumerian (nos. 117–125)
 - c. Texts written in Akkadian (nos. 126–128)

Within each group, the order of texts is chronological. Undated texts and texts whose date formulae are not preserved have been placed at the end of each group. Those, however, which can safely be dated on internal grounds have been assigned approximate dates and placed in the sequence accordingly.

Each text is accompanied by the following information: (a) museum number and place of its publication, (b) bibliographical references to previous treatments (if any), (c) origin, and (d) date. Dates are given according to the style of 1/i/1, where 1/ is the regnal year, /i/ is the month, and /1 is the day of the month. In addition, indication is given if the text has been collated. If the collation was done by someone other than the author, his name is supplied.

1.

Text: CBS 5136 (BE 3/1 14, photo pl. 4). Collated. ✓

Previous treatment: D. W. Myhrman, BE 3/1, pp. 58–59 (translit. and transl.).

Origin: Nippur.

Date: Š 36/xii.

- 1) 40 sar^{ki} giš^{kiri} gišimmar
- 2) 1/2 ma-na 8 1/2 gín kug-babbar-šè
- 3) den-líl-lá-al-šag₅
- 4) dumu lugal-ùsar-šè

- 5) ur-^dnusku dumu ka-ka-ke₄
- 6) in-š_i-sa₁₀
- 7) igi ur-^ddumu-zi-[d]a di-kud lugal-[ka]-šè
- 8) [in-na(?) -an(?) -sum]
- 9) n[u-a]b-gi₄-g[i₄-x]
- 10) mu lugal-bi [in-pàd]
- 11) lugal-iti-da [(. . .)]
- 12) lugal-[. . .]
- 13) l[. . .]

rev.

- (rest destr.)
(begin. destr.)
- 1') [l][x]-[. . .]
 - 2') [l]ur-^dda-[mu] [(. . .)]
 - 3') [l]ur-[x]-[x] [(. . .)]
(space)
 - 4') lú-inim-ma-bi-me
 - 5') iti še-gur₁₀-kud
 - 6') mu ^dnanna kar-zi-da
 - 7') a-rá 2-kam-ma-šè
 - 8') é-a-na ba-an-ku₄

Seal

^d šul-gi	ur- ^d dumu-zi-da
nita kalag-ga	di-kud
lugal úri ^{ki} -ma	árad-zu

(1) Forty sar of a date-palm orchard, (2) for 1/2 mina (and) 8 1/2 shekels of silver, (3) from Enlil-alšag, (4) son of Lugal-usar, (5) Ur-Nusku, son of Kaka, (6) bought. (7) Before Ur-Dumuzida, the royal judge, (8) he (i.e., Enlil-alšag) transferred it. (9–10) [He (i.e., Enlil-alšag) swore] by the name of the king not to contest. (11) Lugal-itida [(. . .)]; (12) Lugal-[. . .]; (13) [. . .]; [. . .]; (1') [X]-[. . .]; (2') Ur-Damu [(. . .)]; (3') Ur-[x]-[x] [(. . .)]; (4') these are the witnesses. (5'–8') Date. Seal of Ur-Dumuzida, the judge, dedicated to Šulgi.

Commentary

Another sale document from the archive of Ur-Nusku, son of Kaka, is no. 57 (date not preserved). In this document, Ur-Nusku buys a house jointly with another person, Uršān-dādi. The same Ur-Nusku may also be the buyer in nos. 11 and 40. By a happy coincidence, a seal belonging to Ur-Nusku has survived (*Porada Corpus 277*). Its inscription reads: ur-^dnusku / dumu ka-ka / dam-gār.

1. ki giš_{ki}kiri₆: The standard Ur III writings for “orchard” and “gardener” are giš_{ki}kiri₆ and nu-giš_{ki}kiri₆-a(k) respectively. See A. Falkenstein, *NSGU 3*, pp. 129 and 150.

For the final *k* in nu-giš_{ki}kiri₆-a(k), see D. O. Edzard, *ZA 55* (1963): 92–93. However, in Ur III texts from Nippur, apart from the above forms, we also find the writings KI.GIŠ.SAR (e.g., *NRVN 1 236:2*; *NATN 378:8*), nu-KI.SAR (e.g., *BE 3/1 97:23*), nu-KI.GIŠ.SAR (no. 3:4), and nu-GIŠ.KI.SAR (*NATN 547:8*). The spelling nu-KI.SAR is already attested in the Sargonic Nippur texts (e.g., *TMHC 5 17 ii 4*), which also use the forms nu-SAR.KI (*ibid.* 123:2), SAR.KI (*ibid.* 144 ii 2, 148:8), and KI.SAR (*ibid.* 142 ii 2). Further, note the locality KI.SAR^{ki} (*TMHC 5 24 ii 8*). Finally, an OB letter from Mari (*ARM 10 90:30, 35*) contains the logogram GIŠ.KI.SAR (cf. W. H. Ph. Römer, *AOAT 12*, p. 82 n. 7). All this evidence clearly indicates that KI, in the examples given, is to be interpreted as a phonetic indicator (against H. Sauren, *ZA 59* [1969]: 19 and n. 6). A similar interpretation has been proposed by Falkenstein, *Götterlieder*, p. 73, who analyzed the form GIŠ.KI.SAR-a (*PBS 10/4 10 rev. 12*) as GIŠ^{ki}.SAR-a, and more recently by A. Westenholz, *ECTJ*, p. 72, who read the above-cited Sargonic examples of nu-KI.SAR, nu-SAR.KI, and KI.SAR as nu-^{ki}kiri₆, nu-kiri₆^{ki}, and ^{ki}kiri₆ respectively.

4. For the reading ūsar (or ūsur) of LÁL×NÍGIN, see M. A. Powell, *Or. NS 43* (1974): 399–402, and cf. no. 63:14.

7–8. For this clause, see 2.5.

2.

Text: UM 29-13-966 (*NATN 607*). Collated. ✓

Origin: Nippur.

Date: Š 39/xii/20.

- 1) 1 sag-[X]
- 2) níg-sám^a[m-ma-ni]
- 3) [x gi]n igi-3-[gál kug-babbar]
- 4) [x]-[x]-[x]-NI dumu
- 5) [x]-[x] [x]-da ašgab(?)
- 6) [in-š]i-sa₁₀
- 7) [x-x]-[x]-na
- 8) [simug(?)] kug-lal(!)-bi
- 9) [. . .] [x x x]
- 10) [. . .]-UD(?).DU
- 11) [dumu(?) na]m(?) -maḥ
- 12) [lu]gal-zag dumu inim-šags-a
- rev. 13) DINGIR-bi-la-ni àga-ús
- 14) lugal-iti(!)-da(!) suka^dnisaba
- 15) gáb-gi-bi
- 16) lú-inim<-ma>-bi-me
(space)

- 17) iti du₆-kug ud 20 zal-[la]
 18) mu é PU[ZUR₄]^{iš}-da-ga[n] mu-dù

(1) One [man/woman], (2) [his/her] price (is) (3) [x] 1/3 shekels [of silver], (4) (from?) [X]-[x]-[x]-NI, son of (5) [X]-[x], [X]-da, the leather-worker(?), (6) bought. (7) [X-x]-[x]-na, (8) [the smith(?)], was the weigher of silver. (9) [. . .] [x x x]; (10) [. . .]-UD(?).DU, (11) [son(?) of Na]m(?)-maḥ; (12) [Lu]gal-zag, son of Inim-šaga; (13) Ili-bilanni, the gendarme; (14) Lugal-itida, the messenger of Nisaba, (15) who is the guarantor; (16) these are the witnesses. (17–18) Date.

Commentary

4–5. The reconstruction of these lines is not certain.

7–8. For this clause, see 2.12.

13. Ili-bilanni: For this PN, see I. J. Gelb, *MAD* 3, p. 13 (under *wabālum*), who lists the spellings i-lí-bi-la-ni and i-lí-bí-la-ni. Note also the spelling DINGIR-bí-la-ni (*TMHC n.F.* 1/2 106, seal).

14–15. For this clause and the term gáb-gi-(n), “guarantor,” see 2.11.1.2.

3.

Text: AUAM 73.1110. Copy pl. I.

Origin: Nippur.

Date: Š 40/ix.

- 1) 1 sag-nita
 2) níg-sám(NÍNDA×ŠE.A)-ma-ni
 3) 3 lal igi-3-gál kug-babbar
 4) šeš-kal-la nu-ki giš₆kiri₆ dumu am-ma-ma-ra
 5) lugal-ḥé-gál-e
 6) in-ši-sa₁₀(NÍNDA×ŠE.A)
 7) igi ur-du₆ ad-KID
 8) ur-^den-líl-lá azlag_x(LÚ.TÚG)
 9) lugal-ezen dumu la-lí-a
 rev. 10) gub-ba-ni
 11) dumu šu-da-zu-ra
 12) gír-ni sanga
 13) dumu lú-^dinanna
 14) [ḥa-NI-NI dam(?) -gàr(?)]
 15) dumu lugal-g[i(?) - . . .]
 16) lú-^dnin-šubur
 17) dumu inim-zi-da-ka

- 18) lú-inim-ma-bi-me
 19) iti gan-gan«-PA»-è
 20) mu ús-sa é PUZUR₄^{iš}-da-gan ba-dù-a

(1) One man, (2) his price (is) (3) 2 2/3 (shekels) of silver, (4) from Šeš-kala, the gardener, son of Ammama, (5) Lugal-ḥegal (6) bought. (7) Before Ur-du, the basket-maker; (8) Ur-Enlila, the fuller; (9) Lugal-ezen, son of Lali^a; (10) Gubani, (11) son of Šudazura; (12) Girmi, the temple administrator, (13) son of Lu-Inanna; (14) [ḥa-NI-NI, the merchant(?), (15) son of Lugal-g[i(?) - . . .]]; (16) Lu-Ninšubur, (17) son of Inim-zida; (18) these are the witnesses. (19–20) Date.

Commentary

4. For the spelling nu-ki giš₆kiri₆, see commentary to no. 1:1.

7. ad-KID: Akk. *atkuppu*, a craftsman who makes objects of reeds, a weaver of mats, baskets, and boats. See *CAD* A/2, pp. 494–495; J. Bauer, *AWL*, p. 167. Although this occupation is commonly transliterated as ad-kub₄ by Sumerologists (e.g., E. Sollberger, *ZA* 54 [1961]:33 no. 174), the value kub₄ of KID has no foundation, since it is artificially deduced from *atkuppu*. If anything, ad-KID is to be analyzed as adgub_x(^{ad}KID).

8. azlag_x(LÚ.TÚG): Akk. *ašlaku*, “fuller, washerman.” See *CAD* A/2, pp. 445–447; H. Waetzoldt, *Textilindustrie*, pp. 153–154. The same occupation is also written with the logogram GIŠ.TÚG(.PI).KAR(.DU) = azlag.

4.

Text: CBS 8356 (*NATN* 123). Collated.

Origin: Nippur.

Date: Š 40.

- 1) 1 sag-[X]
 2) níg-sá[m-ma-ni]
 3) [x g]ín kug-[babbar x-x(-x)]
 4) [lú]-K[A(?) -x(-x)]
 5) in-[ši-sa₁₀]
 6) ^lur-[x]-[x]
 7) šeš én[si]
 8) ^lur-ḥ^lda-mu^l
 rev. 9) dumu lú-du-du
 10) ḥa-da
 11) ḥa-ši-ša[g₅] má-la[ḥ₄]
 12) lú-inim-ma-b[i-me]

- 13) mu ús-sa é PUZUR₄^{is}.^{dda}-gan
14) ba-dù

(1) One [man/woman], (2) [his/her] price (is) (3) [x she]kels of sil[ver], [from(?) X-x(-x)] (4) [Lu]-K[A(?)-x(-x)] (5) [bought]. (6) Ur-[x]-[(x)], (7) brother of the gov[ernor]; (8) Ur-[Damu], (9) son of Lu-dudu; (10) Ḫada; (11) Lašišag, the boatman; (12) these are the witnesses. (13-14) Date.

Commentary

4. My assumption the [Lu]-K[A(?)-x(-x)] is the buyer is based on the fact that in the construction with the verb sa₁₀ the seller's name in most cases precedes that of the buyer. See 2.1.1.2.

7. The governor to whom the text refers is Ur-Nanibgal, whose tenure is documented from Š 36 to Š 44/vii. See R. L. Zettler, *Afo* 31 (1984):3.

5.

Text: IM 61706 = 6 NT 982. Copy pl. I.

Origin: Nippur.

Date: Š 46.

- 1) 1 sag-[nita(?)]
2) ì-tur-îl-[lum(?)] mu-[ni-im]
3) níg-sám-ma-ni
4) 6 gín kug-babbar
5) ugula é ^dinanna-ke₄
6) lugal-ùsar dam-gàr
7) in-na-lal
(space)
8) mu ki-maš^{ki} ba-ḫul
rev. (blank)

(1) One [man(?)], (2) [his] name is Itür-i[lum(?)]; (3) his price, (4) 6 shekels of silver, (5) the majordomo of the temple household of Inanna (6) (to) Lugal-usar, the merchant, (7) weighed out. (8) Date.

Commentary

The buyer and the seller named in this sale document probably also appear in the text S.5, dated to ŠS 1.

Note that the present text lacks a list of witnesses. See 2.15.1.

2. If my reading of the PN is correct, the use of i-, in place of the standard i-, to write the form *iprus* would be most unusual. For Itür-ilum, see Gelb, *MAD* 3, p. 293 (under *tuārum*).

5. As suggested by W. W. Hallo, *JNES* 31 (1972):91 and n. 27, *ugula* é is probably a graphic variant of šabra(PA.AL), Akk. *šāpiru*, "majordomo (of a household)." Note, however, the reservations of Zettler, *Afo* 31, 6.

The unnamed "majordomo of the temple household of Inanna" is either Lugal-engardug, who is known to have occupied this office in the years Š 47-AS 1, or, though this is less likely, his father and predecessor Enlil-amaḫ. See Zettler, *op. cit.*, p. 6. [Zettler, *op. cit.*, p. 6, alleges that Lugal-engardug is documented in that office already in Š 35, but he fails to substantiate this point.] Lugal-engardug and Enlil-amaḫ were scions of a powerful Nippurean family, the so-called "House of Ur-Meme," which monopolized several of the highest civilian and religious offices there in the Ur III period. For the history of this family, see Hallo, *JNES* 31, 87-95; J.-M. Durand, *RA* 71 (1977):125-136; Zettler, *op. cit.*, pp. 1-14 (with an appendix by M. T. Roth).

6.

Text: IM 61558 = 6 NT 467. Copy pl. II.

Origin: Nippur.

Date: Before Š 47.

- 1) [1 sag-X]
2) [(PN mu-ni-im)]
3) [níg]-sám-ma-ni
4) 12 gín kug-babbar-šè
5) na-ba-šag₅ dub-sar
6) dumu lú-^dba-ú-ka-ke₄
7) lugal-engar-dùg dumu ugula é ^dinanna-ka-ra
8) in-na-sum
rev. 9) ^Iur-AN.AN.TUR.SAG šeš-a-[n]i
10) ^Iú-[. . .]
11) ^I[x]-[. . .]
12) ^I[. . .]
13) ^I[. . .]
(rest destr.)

(1) [One man/woman], (2) [(his/her name is PN)], (3) for his/her price, (4) 12 shekels of silver, (5) Nabašag, the scribe, (6) son of Lu-Bau, (7) to Lugal-engardug, son of the majordomo of the temple household of Inanna, (8) gave. (9) Ur-AN.AN.TUR.SAG, his (i.e., Nabašag's?) brother; (10) Lu-[. . .]; (11) [X]-[. . .]; (12) [. . .]; (13) [. . .]; [. . . ; (these are the witnesses)].

Commentary

7. I assume that the Lugal-engardug of our text is the same person as the son of Enlil-amāḥa, the majordomo of the temple household of Inanna in the reign of Šulgi. Since Lugal-engardug held the same office at least from Š 47 (see commentary to no. 5:5), the text cannot be later than Š 46. Alternatively, Lugal-engardug could be identified with the governor of Nipur, who was the son of Ur-Meme, the majordomo of the temple household of Inanna in the reign of Ur-Nammu. See Zettler, *AfO* 31, 2–3. However, the latter interpretation does not seem very likely, since the archival texts from the reign of Ur-Nammu and the early years of Šulgi are extremely rare at Nippur.

9. The god AN.AN.TUR.SAG is listed among various deities from Lagaš and Girsu in the text *STVC* 47:4 (courtesy M. Civil).

7.

Text: A 31164 = 6 NT 371. Copy pl. II.

Origin: Nippur.

Date: Ca. Š 47–AS 1.

- 1) [1 s]ag-[X]
- 2) [nī]g-sám-ma-n[i]
- 3) 15 gín kug-babb[ar]
- 4) lugal-a[l]
- 5) dumu ur-^dir-[da] išib ^dir-da
- 6) lugal-engar-[dùg] ugula é ^dinanna-[ke₄]
- 7) in-na-lal
- 8) ka-tar dumu ur-èš-líl-lá
- 9) dam-gàr-10 kug-lal-a-bi
- rev. 10) ^lg[a-t]jī-li dumu [x-x t]jibira(DUB.NAGAR)
- 11) [^l . . .]-f[x] sukál [dumu . . .]-f[x]
(rest destr.)

(1) [One man/woman]; (2) his/her price, (3) 15 shekels of silver, (4) (to) Lugal-a[l], (5) son of Ur-Ir[da], the purification priest of Irda, (6) Lugal-engar[dug], the majordomo of the temple household of Inanna, (7) weighed out. (8) Katar, son of Ur-ešlila, (9) the (head) merchant of (a group of) ten (merchants), was the weigher of silver. (10) G[at]jile, son of [X-x], the tībira; (11) [. . .]-f[x], the messenger, [son of . . .]-f[x]; [. . . ; (these are the witnesses)].

Commentary

5. For the deity Irda, so far only attested in Sargonic-OB texts from Nippur, see *RLA* 3, p. 158. The evidence pertaining to Irda is rather meager. All we can cite here is the references to Irda in two Sargonic Nippur texts (*TMHC* 5 154 iii 3; *ECTJ* 33 ii 5),

the personal name ur-^dir-da (the present occurrence and the Nippur text *TMHC n.F.* 1/2 283:15'), the office išib ^dir-da (the present occurrence and the Ur III seal *Delaporte Catalogue Louvre* A. 182 = J. Krausz, *Die Götternamen in den babylonischen Siegelcylinderlegenden* [Leipzig, 1911], p. 106, whose inscription reads: lú-^dEN.ZU dumu ur-^dnin-urta išib ^dir-da), the office sabra ^dir-da (*AUAM* 73.1070:3', unpubl., courtesy M. Sigrist [Ur III]), and the office nar ^dir-da, attested in OB sources from Nippur (cf. F. R. Kraus, *JCS* 3 [1951]:199–201).

išib: Akk. *išippu*, “purification priest.” See *CAD I/J*, pp. 242–243; J. Renger, *ZA* 59 (1969):122–126.

6. For Lugal-engardug, the majordomo of the temple household of Inanna, see commentary to no. 5:5.

8–9. For this clause, see 8.12.

ka-tar: The reading ka-tar, or perhaps better ka-tara_x, of this PN is demonstrated by the Nippur text *NRVN* 1 127, where the name of the same person is spelled ka-tar in the seal inscription, and kà-tá-ra-DINGIR in the tablet (l. 5). Cf. Sauren, *ZA* 59, 32–33.

dam-gàr-10: “the (head) merchant of (a group of) ten (merchants).” The same term occurs also in no. 11:4, *NATN* 767:2 and 6 NT 417:6' (unpubl.). Note also dam-gàr-20 in no. 66**:'9'. The full form of this word should probably be reconstructed as *dam-gàr-nam-10, since the parallel title ugula-10 (*NATN* 588:4; *MVN* 13 890:6) is also attested as ugula-nam-10 (e.g., *UET* 3 1414:2). The title dam-gàr-10 suggests that in the Ur III period merchants were associated for professional purposes in groups of ten (possibly also in groups of twenty, if the occurrence of dam-gàr-20 cited earlier is correct). Associations composed of five or ten merchants are well-documented for the later periods of Mesopotamian history, as well as for other parts of the ancient Near East. Units of five merchants are attested in the OB period; merchants from Kaneš were organized in tens, whereas in Ugarit we find them in groups composed of five and ten merchants. For a detailed discussion of this problem, see M. C. Astour, “The Merchant Class of Ugarit,” in D. O. Edzard, ed., *Gesellschaftsklassen im Alten Zweistromland und in den angrenzenden Gebieten - XVIII. Rencontre assyriologique internationale, München, 29. Juni bis. 3. Juli 1970*, *ABAW* 75 (Münich, 1972), pp. 15–17. W. F. Leemans, *The Old-Babylonian Merchant: His Business and his Social Position*, *Studia et documenta* 3 (Leiden, 1950), pp. 47–48, was unable to find any evidence for a president, or any other such functionary in charge of Ur III merchants who would correspond to the Pre-Sargonic gal-dam-gàr and the OB UGULA DAM.GÀR. However, the title ugula dam-gàr(-ne) does in fact appear in Ur III times (*Nikolski* 2 447:27 [Umma]; *MVN* 6 395:M.1 = *ITT* 4 7416 [Lagaš]; *JCS* 38 [1986]:77 no. 37:3 [origin unknown]). Note also that this title is attested already in the Sargonic period (*BIN* 8 166:16). It appears that dam-gàr-10 is simply another term for such an official. The title ḫa-za-núm dam-gàr-ne, “mayor of the merchants,” which occurs in no. 125:14, may belong here, too.

10. tibira: Akk. *gurgurru*, a craftsman working in wood and metal. In the Fara-Ur III periods this occupation is written DUB.NAGAR, and in the later periods, URUDU.NAGAR. See CAD G, pp. 137–139; A. Salonen, *Möbel*, pp. 272–273; R. D. Biggs, *BiOr* 26 (1969): 209. According to CAD G, p. 137a, the term tibira appears in Ur III times only at Ur. This is not true, since it is also attested in texts from Nippur (the present occurrence), Umma (no. 99:17, 18), Lagaš (e.g., *Reisner Telloh* 164¹² iii 4), as well as in texts from the SLA-a archive (*MVN* 13 890:7). As is shown by the Lagaš text *HSS* 4 3 x 18–20, the tibira was involved in making statues: oil for PN tibira alam lugal in-dfm-ma.

8.

Text: IM 61712 = 6 NT 1065. Copy pl. III.

Origin: Nippur.

Date: Ca. Š 47–IS 2.

(begin. destr.)

1') [de]n-lī-da dumu lugal-engar-dùg-ra

2') [lu]gal-[engar]-dùg ugula é dⁱinanna

3') in-na-lal

(rev. destr.)

(1') to [E]nlilda, son of Lugal-engar-dug, (2') [Lu]gal-engar-dug, the majordomo of the temple household of Inanna, (3') weighed out (x shekels of silver as the price of the object y). [. . .]

Commentary

This text is most probably a fragment of another sale from the archive of Lugal-engar-dug (see commentary to no. 5:5). It appears to have the same structure as nos. 5 and 7.

9.

Text: NBC 11300 = 5 NT 469. Copy pl. III.

Previous treatment: W. W. Hallo, *JNES* 31 (1972): 90 (discussion of the content).

Origin: Nippur.

Date: Ca. Š 47–IS 2.

1) [1 sag-X]

2) [nig-sám-ma-n]i

3) [x(gur) še gur]-lugal-še

4) lugal-engar-dùg

5) ugula é dⁱinanna-ke₄

- 6) [z]é-ra
- 7) [l]ú sukaḥ-maḥ-ra
- 8) [i]n-ši-sa₁₀
- 9) [l]ú lú [nu]-[g]i₄-g[i₄-x]
- 10) [mu lugal-bi in-pād(-dè-éš)]
(rest destr.)
(rev. destr.)

(1) [One man/woman], (2) for his/her [price], (3) [x gur of barley], (measured) by the royal [gur], (4) Lugal-engar-dug, (5) the majordomo of the temple household of Inanna, (6) from Zera, (7) the man of the chancellor, (8) bought. (9–10) [They swore by the name of the king not] to contest one against the other. [. . .]

Commentary

4–5. For Lugal-engar-dug, see commentary to no. 5:5.

6. For this PN, cf. zé-ra-am found in the Nippur text *NATN* 694:4.

10.

Text: *RA* 8 (1911): 185–186 no. 4. Tablet and envelope.Previous treatment: L. Delaporte, *RA* 8, 185–187 (translit. and transl.).

Origin: Nippur.

Date: AS 1/v/10.

- 1) 1 sag-SAL sar-ru-a mu-ni-im
- 2) nig-sám^{am}-bi 6 2/3 gín kug-babbar
- 3) ar-ši-aḥ ugula-gešta lugal-a-ni-ir
(envelope: ar-ši-aḥ ugula-gešta lú ša-me^{ki}-ka lugal-a-ni-ir)
- 4) lú-^dEN.ZU-ke₄
(envelope omits -ke₄)
- 5) in-ši-sa₁₀
- 6) Išu-ku-bu-um ugula-gešta
- 7) Iá-ni-da
(envelope: Iá-ni-id šeš šu-ku-bu-um-ma)
- 8) lú ša-me^{ki}-me
- 9) Iá-gu
- 10) Ial-dùg-ga
- 11) Iur-^dmaḥ-di-an-ka
- rev. 12) I^kug-šag₅-ga
(omitted in the envelope)
- 13) Iur-sukaḥ
(omitted in the envelope)

- 14) ḥa-an-du kurušda lugal
 15) lú-inim-ma-bi-me
 (space)
 16) iti NE-NE-gar-ra
 (envelope adds: ud 10 zal-la)
 17) mu^damar-^dEN.ZU lugal-àm

Seal

ar-ši-aḥ

dumu šu(?) - AD.M[U(?)]

ugula geš-[da]

(1) One woman, her name is Šarrūa, (2) her price (is) 6 2/3 shekels of silver, (3) from Aršī-aḥ, the officer (in charge) of sixty (men), (the man from Šamme), her owner, (4) Lu-Sin (5) bought. (6) Šukubu, the officer (in charge) of sixty (men), (7) (and) Anida, (the brother of Šukubum), (8) the men from Šamme; (9) Agu; (10) Alduga; (11) Ur-Maḥdianka; (12) Kug-šaga; (13) Ur-sukal; (14) Ḥandu, the royal cattle-fattener; (15) these are the witnesses. (16–17) Date. Seal of Aršī-aḥ, son of Šu(?) - AD.M[U(?)], the officer (in charge) of sixty (men).

Commentary

3 and 6. ugula-gešta: For this title, which is usually written ugula-geš-da, see Steinkeller, ZA 69 (1979): 176–187. The spelling ugula-gešta also appears in nos. 75:5 and 113*:10.

Šamme: A town in the Diyala Region (see R. Harris, JCS 9 [1955]:46 n. 8). Identical with the OB Ša-am-mu/mi^{ki} (MSL 11, p. 58 line 125), and possibly Ša/Sa-mu^{ki} of the Abu Salabikh / Ebla Geographical List line 195 (see Steinkeller, *Vicino Oriente* 6 [1986]:39).

6–8. These two witnesses are clearly friends (or relatives) of the seller, since they also come from Šamme, and one of them has the same title as the seller.

Šukubum: For this PN, see Gelb, MAD 3, p. 267 (under ŠKB?). CAD K, p. 488 (under *kūbu*), analyzes this name as Šu-kūbum.

Seal. The reading ugula gešta-[lugal] is also possible.

For the PN Šu-AD.MU, see commentary to no. 12:13.

11.

Text: CBS 10776 (BE 3/1 15 + NATN 367 [seal]). Collated.

Previous treatments: D. W. Myhrman, BE 3/1, pp. 59–60 (translit. and transl.); I.

Mendelsohn, *Slavery*, pp. 34–35 (partial translit. and transl.).

Origin: Nippur.

Date: AS 2/x/9.

- 1) 1 sag-nita [x]-[ī]-lum m[u-n]i-im
 2) 11 gín kug-babbar-šè
 3) ur-gá lugal-a-ni-šè
 4) ur-^dnusku dam-gâr-10
 5) in-ši-sa₁₀
 6) igi gù-dé-a muḥaldim é-dub
 7) ù dug₄-ga-zi-da IŠ-šè
 8) i[n]-[na(?)]-[an-s]um
 9) [... nu]-banda gud
 10) [...] ašgab
 11) [...]
 12) [...]
 13) [...] -AN
 14) [...] [x]
 (rest destr.)

rev. (begin. destr.)
 (space)

- 1') lú-inim-ma-bi-me
 2') iti kug-šim ud 9 zal-la
 3') mu^damar-^dEN.ZU-ke₄
 4') ur-bí-lum^{ki} mu-ḥul-a

Seal

ur-gá

dumu ir-ra-ur-sag

sipad^dnin-urta-ka

(1) One man, his name is [X]-ilum, (2) for 11 shekels of silver, (3) from Urga, his owner, (4) Ur-Nusku, the (head) merchant of (a group of) ten (merchants), (5) bought. (6) Before Gudea, the cook of the storehouse, (7) and Dugazida, the equerry, (8) he (i.e., Urga) transferred him. (9) [...], the overseer of oxen; (10) [...], the leather-worker; (11) [...]; (12) [...]; (13) [...] -AN; (14) [...] [x]; [...]; (1') these are the witnesses. (2'–4') Date. Seal of Urga, son of Irra-ursag, the shepherd of Ninurta.

Commentary

4. For the title dam-gàr-10, see commentary to no. 7:8-9.
6-8. For this clause, see 2.5.
é-dub: = é-dub-ba, "storehouse, magazine," probably corresponding to the Akk. *bīr kunukki*. See Oppenheim, *Eames Collection*, p. 8; Falkenstein, *NSGU 2*, p. 345 n. to line 50; *CAD K*, p. 548.

It is generally assumed that, when corresponding to the Akk. *kizū*, "equerry, page," the sign IŠ is to be read kuš7. See Å. Sjöberg, *JCS 21* (1967):277 and n. 10; *CAD K*, p. 478b. Note, however, the spelling nu-banda IŠ-ra in no. 66*:7', which favors the reading sahar.

2'. kug-šim is the name of the tenth month of the Nippur calendar, used interchangeably with ab-è; cf. A. Pohl, *TMHC n.F. 1/2*, p. 49. In the Sargonic period, kug-šim is the standard tenth month at Nippur; cf. Kraus, *JCS 1* (1947):108.

Seal. The same seal is impressed on the Nippur loan document *NATN 168*, dated to AS 2/vii/20, where Urga appears as a borrower.

12.

Text: CBS 9241 (*NATN 255*). Collated. ✓

Origin: Nippur.

Date: AS 2.

- 1) 1 sag-nita
- 2) nam-TUR mu-ni-im
- 3) níg-sám-ma-ni
- 4) 10 gín kug-babbar-šè
- 5) á-zi-da dumu lugal-gaba-ke4
- 6) uru-na dumu má-gurg-ri-ka
- 7) in-ši-sa10
- 8) ur-KÍD-ma ù ur-dEN.ZU
- 9) šeš-a-ni-me
- 10) inim nu-gá-gá-dè
- 11) mu lugal-bi in-pàd-dè-éš
- 12) igi bur-dma-ma dam-gàr-šè
- rev. 13) ab-ba-mu dumu šu-AD.MU
- 14) lugal-an-ni dumu nu-ú-a
- 15) ur-sukal dumu lugal-ití-da
- 16) ur-ki-èš dub-sar
- 17) inim-šag5-šag5 dumu X
- 18) ad-da-kal-la dumu ur-ki-èš
- 19) a-mur-DINGIR^{lum} dumu i-ri-ib

- 20) in-ta dumu lugal-engar-dùg
- 21) lú-inim-ma-bi-me
- 22) mu d^aamar-dEN.ZU lugal-e ur-bí-lum^{ki} mu-ḫul

(1) One man, (2) his name is Nam-TUR, (3) for his price, (4) 10 shekels of silver, (5) Azida, son of Lugal-gaba, (6) from Uruna, son of Magure, (7) bought. (8) Ur-KID-ma and Ur-Sin, (9) his (i.e., of Uruna) brothers, (10-11) swore by the name of the king not to raise claims. (12) Before Bur-Mama, the merchant; (13) Abbamu, son of Šu-AD.MU; (14) Lugal-ane, son of Nu²ua; (15) Ur-sukal, son of Lugal-itida; (16) Ur-kiēš, the scribe; (17) Inim-šagšag, son of . . . ; (18) Adda-kala, son of Ur-kiēš; (19) Amur-ilum, son of Ir²ib; (20) Inta, son of Lugal-engardug; (21) these are the witnesses. (22) Date.

Commentary

The buyer Azida and the slave Nam-TUR probably also occur in text S.4 (date not preserved).

2. Nam-TUR: The same PN appears in the Sargonic Nippur text *TMHC 5* 47:3.

8-11. For this clause, see 2.6.3.4.

ur-KÍD-ma: As far as I know, this PN is attested only in the Sargonic and Ur III texts from Nippur, e.g., *TMHC 5* 34 vi 7, 39 iii 6'. Cf. sag-KÍD-ma in *TMHC 5* 11 v 10.

13. šu-AD.MU: Probably to be interpreted as Šu-Aba. Cf. the spellings šu-a-ba and šu-AB.BA cited by Gelb, *MAD 3*, p. 11 (šu-a-ba occurs also in 19:10).

17. The sign in question is perhaps UKKIN. Note the name ukkin-ni, cited by H. Limet, *Anthroponymie*, p. 535.

19. The same person appears as a witness in the loan document *NRVN 1* 165:7-8 (dated to IS 1/vi).

Ir²ib: For this PN, see Gelb, *MAD 3*, p. 229 (under *riābum*).

20. This person is possibly a son of the governor Lugal-engardug, and a grandson of the famous Ur-Meme. See Hallo, *JNES 31*, 93 n. 53.

13.

Text: NBC 7174. Copy pl. III.

Origin: Nippur.

Date: AS 3/xii/[?].

- 1) 1 sag-SAL-àm
- 2) nin-ḫa-ma-ti m[u]-ni-i[m]
- 3) dumu-SAL gaba-na-a b[í-tab]-bi
- 4) níg-sám-ma-ka-ne-ne

- 5) 8(gur) 2(pi) 30(sila) še gur-àm
 6) šeš-kal-la
 7) lugal-á-zi-da
 8) in-ši-sa₁₀
 rev. 9) lugal-ku-li
 10) engar dumu ka-tar
 11) [n]am-[h]a-ni
 12) dumu a-a-kal-la
 13) šeš-k[al-l]a dumu ^{zi}_{zi}
 14) lú-inim-[m]a-bi-me
 15) iti še-gur₁₀-kud ud [x ba]-zal
 16) mu gu-za-mah [den]-líl-lá ba-dí[m]

(1) One woman, (2) her name is Nin-ḥamati, (3) a baby-girl is [pressed] to her breast, (4–5) their barley of the price is 8 gur, 2 pi, (and) 30 sila, (6) (from?) Šeš-kala (7) Lugal-azida(?) (8) bought. (9) Lugal-kuli; (10) Engar, son of Katar; (11) Namḥani, (12) son of A^a-a-kala; (13) Šeš-k[al]a, son of Zizi; (14) these are the witnesses. (15–16) Date.

Commentary

The occurrence of še-gur₁₀-kud, the name of the twelfth month at Nippur, in this text is not sufficient evidence for its Nippur origin, since the same month is also found in the calendars of several other cities (Girsu, Lagaš, Umma, and Ur). However, this provenience is assured by the following textual peculiarities, which are unique to the Nippur sale documents: (1) the suffix -àm after sag-SAL in l. 1 (cf. nos. 19, 48, 66); (2) the expression dumu gaba-a . . . tab in l. 3 (cf. no. 23); (3) the form níg-sám-ma-ka-ne-ne in l. 4 (cf. nos. 14, 25, 42).

We cannot be sure who is the seller and the buyer in this instance. My decision to take Šeš-kala to be the seller, and Lugal-azida to be the buyer, is based on the fact that in constructions with the verb sa₁₀ the seller's name in most cases precedes the buyer's. See 2.1.1.2.

3. The reconstruction of this line is based on no. 23:4. For the verb gaba-a . . . tab, "to press to the breast," see F. J. Stephens, *JCS* 13 (1959):12; W. H. Ph. Römer, *Königshymnen*, pp. 254–255; Hallo and J. J. A. van Dijk, *YNER* 3, p. 74. Similar descriptions of women sold with their suckling babies are found in the NA and NB sales, e.g., SALPN GÉME-[š_u-nu] DUMU.SAL-sa ina UGU tu[lē](G[A]), "PN, [their] slave woman, (and) her daughter (who is) at (her) breast" (*ADD* 233:5–6); SALPN SALPN₂ DUMU.SAL-su ù DUMU-šú šá UGU ti-lu-ú, "PN, PN₂, her daughter, and her child who (is) at (her) breast" (*Nbn.* 832:1–2); SALPN u LÚ.DUMU-šú šá UGU tu-lu-ú (*Nbk.* 67:3). In the OB sales the corresponding phrase is *qadum* DUMU.GABA-ša, "together with her suckling baby," e.g., *CT* 8 27a:1; 47 54:1; for other references, see *CAD I/J*, p. 186 (under *irtu*).

4–5. I interpret these two lines as an inverted form of the construction še níg-sám-ma-ka-ne-ne x gur-àm, "their barley of the price is x gur." This particular construction is attested in three other Nippur sale documents: 4 gín kug-babbar níg-sám(wr. GAZ)-ma-ka-n[i] (no. 14:2), kug-babbar níg-sám-ma-ga-ni 4 gín igi-3-gál (no. 25:3), and, also inverted, [n]íg-sám-ma-ga-ni [x]+4 1/2 gín kug-babbar (no. 42:2). Less likely, the present occurrence (and similarly the one in no. 42) could be an error for the inverted genitive /nig-sam-anene-ak/, "of their price (the barley is x gur)."

14.

Text: L 11060 (ZA 53 [1959]:79 no. 18).

Previous treatment: M. Čiğ, H. Kizilyay, and A. Falkenstein, *ZA* 53, 78–79 (translit. and transl.).

Origin: Nippur.

Date: AS 3.

- 1) 1 sag-SAL nin-a-[x(-x)] mu-ni-[im]
 2) 4 gín kug-babbar níg-sám(wr. GAZ)-ma-ka-n[i-šè]
 3) lú-ⁿnin-urta-ra
 4) [gē]me-ab-zu-ke₄
 5) [i]n-na-sum
 rev. 6) [nu-g]i₄-gi₄-da
 7) [mu lu]gal-bi ì-pàd
 (space)
 8) mu gu-za ba-dím

(1) One woman, her name is Nin-a-[x(-x)], (2) for 4 shekels, her silver of the price, (3) to Lu-Ninurta (4) [Ge]me-Abzu (5) sold. (6–7) She swore by the [name] of the king [not] to contest. (8) Date.

Commentary

Since this tablet belongs to the Lagaš collection of the Archaeological Museum of Istanbul, it was published by its editors as a Lagaš text. However, it almost certainly comes from Nippur. This is indicated by the construction kug-babbar níg-sám-ma-ka-ni, "her silver of the price" (l. 2), which is found only in sale documents from Nippur (nos. 13, 25, 42). Note also the two other sale documents (nos. 18, 35) from the same collection, although catalogued as Lagaš texts, definitely come from Nippur. For the possibility that some Nippur texts were mistakenly included among the Lagaš tablets in the Archaeological Museum of Istanbul, see 1.2.

15.

Text: N 414 (NATN 741). Collated by D. I. Owen. ✓

Origin: Nippur.

Date: AS 4/vi.

- 1) 1 GIR mu 2
- 2) níg-sám^{am}-bi
- 3) 6 gín kug-babbar
- 4) ur-^dEN.ZU-ra
- 5) ur-me-me-ke₄
- 6) in-ši-sa₁₀
- 7) igi gú-TAR-lal išib
- 8) l^é-gissu
- rev. 9) l_{ur}-du₆-kug-ga dumu im-me-rí
- 10) l_{ur}-^dnin-šubur dumu ḫal-ḫal
- 11) l^éš-kal-la
- 12) lú-inim-ma-bi-me
- 13) iti kin-^dinanna
- 14) mu en-maḫ-gal-an-na
- 15) en ^dnanna ba-ḫun-gá

(1) One two-year-old heifer, (2) its price (is) (3) 6 shekels of silver, (4) from Ur-Sin (5) Ur-Meme (6) bought. (7) Before Gu-TAR-lal, the purification priest; (8) E-gissu; (9) Ur-dukuga, son of Immeri; (10) Ur-Ninšubur, son of Ḫalḫal; (11) Šeš-kala; (12) these are the witnesses. (13–15) Date.

Commentary

1. GIR: Reading uncertain (kir or peš). It denotes a cow or heifer between one and three years of age. See B. Landberger, *MSL* 8/1, p. 75 n. 1; Sauren, *WUG*, p. 120 note 1 to no. 101; Bauer, *AWL*, p. 304. Whereas in Pre-Sargonic texts the term GIR appears alone, as is the case in our text, in the Ur III period it is usually found in compounds with amar: amar-GIR (e.g., *BIN* 3 496:6), amar-GIR-ga (e.g., *SACT* 1 66:2), and amar-GIR-am-ga (e.g., *BIN* 3 158:1).

7. The PN gú-TAR-lal is common in Sargonic texts (e.g., *Nikolski* 2 77 i 5; *MCS* 9 236 iii 6, 238 i 2). The same name appears to be written gú-TAR in Ur III sources (see Limet, *Anthroponymie*, p. 425). For gú-TAR-lal, possibly "barber" or "hairdresser," and the related terms, see Sjöberg, *TCS* 1, p. 111; Waetzoldt, *Textilindustrie*, p. 114; B. Alster, *Instructions of Suruppak* (Copenhagen, 1974), p. 110.

16.

Text: CBS 8395 (NATN 145). Collated by D. I. Owen. ✓

Origin: Nippur.

Date: AS 5/xii.

- 1) 1 sag-SAL za-na-[ni(?)]
- 2) níg-sám-ma-ni 3 gín
- 3) á-ka-k[a(?)-mu(?)]
- 4) lugal-[m]á-gurg-[ri-ra(?)]
- 5) i-[n]a-[lal]
- 6) mu lugal-bi [in-pàd]
- 7) l^{KA}-ku[g]
- 8) dumu šeš-kal-l[a]
- 9) l_{ur}-LI
- 10) dumu á-zi-da
- rev. 11) l_{ugal}-šu-maḫ
- 12) dumu lú-mu
- 13) l_{ur}-^dnin-šubur
- 14) dumu ud-mu
- 15) l^{ba}-zi-gi
- 16) dumu ni-ba-gi
- 17) l_{ad}-da-kal-la
- 18) dumu ba-zi-ki
- 19) l_{ur}-^dnin-gidri
- 20) dumu á-zi-da
- 21) lú-inim-ma-bi-me
- 22) iti še-gur₁₀-kud mu [en u^{nu}₆-gal ba-[ḫun]

(1) One woman, (her name is) Zana[ni(?)]; (2) her price, 3 shekels (of silver), (3) Akak[amu(?)] (4) [to(?)] Lugal-magure (5) [weighed] out. (6) He (i.e., Lugal-magure?) [swore] by the name of the king (not to contest?). (7) KA-ku[g], (8) son of Šeš-kala; (9) Ur-LI, (10) son of Azida; (11) Lugal-Šummaḫ, (12) son of Lumu; (13) Lu-Ninšubur, (14) son of Udmu; (15) Bazige, (16) son of Nibagi; (17) Adda-kala, (18) son of Bazige; (19) Ur-Ningidri, (20) son of Azida; (21) these are the witnesses. (22) Date.

Commentary

Since no case endings are preserved after the names in ll. 3–4, the identity of the seller and the buyer is uncertain.

3. For this PN, see Limet, *Anthroponymie*, p. 371.

18. ba-zi-ki: A phonetic spelling of the name ba-zi-gi/ba-zig-e/ appearing in l. 15. Bazige (l. 15) and Adda-kala are most probably father and son.

19. Ur-Ningidri is perhaps the brother of Ur-LI, who is listed as witness in ll. 9–10. For the divine name Ningidri, see P. Michalowski, *JCS* 28 (1976):164.

17.

Text: UM 55-21-222 = 3 NT 50, tablet and envelope (NATN 937). Collated. ✓

Origin: Nippur.

Date: AS 8/iv.

- 1) 1 sag-nita lugal-úr-ra-ni mu-ni-im
- 2) níg-sám 5 gín kug-babbar-šè
- 3) ur-abulla_x(KÁ.GAL)-ka
- 4) Iip-ku-ša
- 5) I_{ur}-dEN.ZU
- rev. 6) I_{al}-dùg-ga
- 7) I_{ur}-dI_{iq}-si₄-ke₄-ne
- 8) in-na-sum-mu-da
(envelope: in-ne-ši-sa₁₀)
- 9) téš-bi mu lugal ib-da-pàd
- 10) igi lú-dingir-ra-šè
- 11) igi ur-^den-líl-lá-šè
- 12) igi ur-^dšu-maḥ-šè
- 13) igi ur-^dšu-maḥ 2-šè
- u.e. 14) igi ur-^dmaḥ-dī-an-ka-šè
- 15) iti šu-numun
(envelope: iti šu-numun-a)
- l.e. 16) mu en-nun-ni ^damar-^dEN.ZU ki-ág
(envelope: . . . ^damar-^dEN.ZU . . .)

Seals

ur-^dEN.ZU

dumu ur-dun

lugal-iti-da

dumu ur-dun

(1) One man, his name is Lugal-urani, (2) for (his) price, 5 shekels of silver, (3) to Ur-abulla (4) Iqūša, (5) Ur-Sin, (and) (6) Alduga, (7) (the men) of Ur-Lisi, (8) will give. (Envelope: Ur-abulla from Iqūša, Ur-Sin, (and) Alduga, (the men) of Ur-Lisi, bought.) (9) They swore together by the name of the king (not to contest?). (10) Before Lu-dingira; (11) before Ur-Enlila; (12) before Ur-Šumah; (13) before Ur-

Šumah, the second; (14) before Ur-Maḥdianka. (15–16) Date. Seals of Ur-Sin and Lugal-itida, sons of Ur-dun.

Commentary

This sale document is unique in that the tablet and the envelope use different verbs in the operative section: in-na-sum-mu-da /i-na-sum-ed-a/, “that they will give (the sold man) to him” (tablet), against in-ne-ši-sa₁₀, “he bought (him) from them” (envelope). The grammar of the operative section agrees better with the first form, since the name of the buyer has the locative/dative suffix -a, and the sellers are the agent (subject) of the verb. However, the difference between the tablet and the envelope is not merely a matter of phraseology. According to the tablet, the sale has not yet been concluded; the sellers only promise to sell the man in question for such-and-such price. In contrast, the envelope states that the man has already been sold and, presumably, transferred to the buyer. This inconsistency can be explained we assume that a sale with deferred delivery is meant here. The buyer paid the price, but the sellers have not yet transferred the sold man. For this reason, in the tablet the verb has been written in the future tense. If the sellers fail to deliver the sold man, the buyer can break the envelope, and the tablet will then yield evidence that the sellers did not fulfill their obligation. See also 4.2.

7. I_{ur}-dI_{iq}-si₄-ke₄-ne: /ur-lisin-ak-ak-ene/. An example of the construction PN PN₂-ak, “PN of PN₂,” i.e., “PN, the man of PN₂.” Cf. no. 26:13. For a detailed discussion of this construction, see Gelb in E. Lipinski, ed., *State and Temple Economy in the Ancient Near East* vol. 1, *Orientalia Lovaniensia Analecta* 5 (Leuven, 1979), pp. 54–56.

8–9. Since in-na-sum-mu-da is nominalized, in the tablet the oath probably goes together with the preceding verb: “they swore by the name of the king that they will give/sell to him.” In contrast, in the envelope the oath seems to be a separate statement, evidently referring to a promise of no-contest.

Note the syllabic -ib for -ib.

Seals. Note that the document, apart from being sealed by one of the sellers, is also sealed by his brother, who does not appear in the text. Did this person act as the guarantor?

18.

Text: L 11078 (ZA 53 [1959]:82 no. 21).

Previous treatment: M. Çiğ, H. Kizilyay, and A. Falkenstein, *ZA* 53, 81–83 (translit. and transl.).

Origin: Nippur.

Date: AS 8/[?].

- 1) 4 5/6 sar 4 gín é-dù-a ù KI.UD
- 2) níg-sám-bi 1/3 [m]a-na 5 gín kug-babbar-šè

- 3) ur-^dšul-pa-è
 4) dumu puzur₄-eš₄-dar-ke₄
 5) [x]-bi(?)
 6) [ù]ur-^den-líl-lá
 7) [dum]u igi-šag₅-šag₅-ga-me
 8) [i]n-ne-ši-sa₁₀
 9) [kug-b]i šu-ne-ne ab-si
 10) [i]n-^h[ù] [la-b]a-an-^g₁₄[da]
 11) m[u ^dnin-urta(?)]
 12) [mu lugal-bi in-pàd(-dè-éš)]
 (rest destr.)
 rev. (begin. destr.)
 1') [iti x]-[x-x]
 2') m[u en-nu]n-ni ^d[amar]-^dEN.ZU-[ra ki]-ág ba-ḥun-gá

(1) 4/5 sar (and) 4 gin of a built-up house-lot and empty ground, (2) for its price, 1/3 mina (and) 5 shekels of silver, (3) Ur-Šulpae, (4) son of Puzur-Eštar, (5) (from) [X]-bi(?) (6) [and] Ur-Enlila, (7) [so]ns of Igi-šagšag, (8) bought. (9) Th[is silver] filled their hands. (10–12) [They swore by the name of Ninurta(?) and by the name of the king] that they will not contest [one against the other]. [...; (these are the witnesses)]. (1'–2') Date.

Commentary

Although this tablet belongs to the Lagaš collection of the Archaeological Museum of Istanbul, its Nippur origin is assured by the use of the kug-bi šu-a . . . si-(g) clause in l. 9, which is found only in the Ur III sales from Nippur (see 2.2.1), and by the fact that the buyer can be identified as a citizen of Nippur (see below). Two other Nippur texts from the Archaeological Museum of Istanbul which are wrongly catalogued as Lagaš texts are nos. 14 and 35.

1. For the term é-dù-a ù KI.UD, see 3.2.1.1.

3–4. The seal of the same individual is impressed on the Nippur text *NATN* 341. The seal inscription reads: ur-^dšul-pa-è / dam-gàr / dumu puzur₄-eš₄-dar. Our Ur-Šulpae is perhaps the same person as the eminent entrepreneur of the same name, who appears as creditor in numerous loan documents from Nippur. See E. Huber, *Hilprecht AV*, p. 219; Çiğ and Kizilyay, *NRVN* 1, p. XIII.

9. For this clause, see 2.2.1.

19.

Text: NBC 5652. Copy pl. IV.

Origin: Nippur.

Date: ŠS 1.

- 1) 1 sag-nita-àm
 2) NE-NE-da-núm
 3) mu-ni-im
 4) níg-sám 7 gín igi-3-gál kug-babbar
 5) ur-gi₄-gi₄
 6) ^dadad-ba-ni
 7) in-ši-sa₁₀
 8) a-gu-a ugula-géš-da
 9) a-da-mu dumu X-X
 10) šu-a-ba a-zu
 11) im-ti-[d]am ašgab
 12) a-bí-a-ti
 13) šu-é-a
 rev. 14) dumu EDEN(?)-ši-la-at
 15) da-a-da-a dumu a-ḥu-šu-ni
 (space)
 16) lú-inim-ma-bi-me-éš
 17) mu šu-^dEN.ZU lugal-àm

Seal

^d[ad]ad-ba-n[i]
 du[mu x-x(-x)]

(1) One man, (2–3) his name is NE-NE-dannum, (4) (his) price (is) 7 1/3 shekels of silver, (5) Ur-gigi (6) (from) Adad-bāni (7) bought. (8) Agu^a, the officer (in charge) of sixty (men); (9) Adamu, son of X-X; (10) Šu-Aba, the physician; (11) Imtidam, the leather-worker; (12) Abi-atū; (13) Šu-Ea, (14) son of EDEN(?)-šilat; (15) Da^aada^a, son of Aḥšuni; (16) these are the witnesses. (17) Date. Seal of Adad-bāni, so[n of . . .].

Commentary

The Nippur origin of the text is virtually assured by the fact that Agu^a, the ugula-géš-da, who is listed in l. 8, appears also in the Nippur loan document *NATN* 210:4, dated IS 2/x. This text also bears an impression of Agu^a's seal, the inscription of which reads: a-gu-a / ugula-géš-da / dumu i-zu-a-ri-ik. Furthermore, note that the suffix -àm after sag-nita/SAL (l. 1) is found only in sale documents from Nippur (nos. 13, 48, 66).

2. NE-NE-da-núm: Most probably to be read bí-bí-da-núm. For other Sargonic and Ur III names with the element bí-bí, see Gelb, *MAD* 3, pp. 93–94 (under

bibbum "wild sheep"). In contrast to Gelb, *CAD* B, p. 223a, lists these names under *bibû* (meaning unknown, used only as a personal name).

6. Since Adad-bāni seals the tablet, he must be the seller.

8. For ugula-géš-da, see commentary to no. 10:3.

14. EDEN(?) -ši-la-at: This name may contain the element *illatu*. If this is the case, the word represented by the sign EDEN(?) would have to end in *š*. Cf. the name ^dUTU-ši-la-at /šamaš-*illat*/, written also ^dUTU-il-la-at, cited by Gelb, *MAD* 3, pp. 39-40 (under *illatum*). The reading of EDEN(?) as ^dUTU is impossible.

20.

Text: HS 1053 (*TMHC n.F.* 1/2 53). Collated by J. Oelsner. Seal collated by H. Waetzoldt, *OA* 15 (1976):325.

Previous treatment: I. Mendelsohn, *Slavery*, pp. 14-15 (translit. and transl.).

Origin: Nippur.

Date: [ŠS?] 1/vi/[?].

- 1) [ur]-du₆-kug-ga
- 2) ¹DINGIR-bu-za dam-ni
- 3) ¹nin-da-da
- 4) ¹nin-úr-ra-ni
- 5) ¹ur-^dš_u-maḥ
- 6) dumu-ni-me
- 7) 2/3 ma-na 3 gín kug-babbar-šè
- 8) ní-te-ne-ne ba-ra-an-sa₁₀-áš
- 9) [. . .]
- 10) [in-ne-lal(?)]

(rest destr.)
(begin. destr.)
(space)

- 1') [lú]-inim-ma-bi-me
- 2') [iti kin]-^dinanna
- 3') [ud x] ba-zal
- 4') [mu ^dš_u-^dEN.ZU(?) lugal]-àm

Seal

^d š _u - ^d EN.ZU	[. . .]
[ki]-ág den-lí-lá	[. . .]
lugal an-[ub]-da [limmu-ba]	[dumu lugal-me]-lám
lugal úr ₁ [^{ki} -ma]	[énsi]
	nibru ^{ki}
	[árad-zu]

(1) [Ur]-dukuga, (2) DINGIR-buza, his wife, (3) Nin-dada, (4) Nin-urani, (5) (and) Ur-Šumah, (6) his children, (7) for 2/3 mina (and) 3 shekels of silver (8) sold themselves. (9) [PN] (10) [weighed it out(?)]. [. . .]; (1') these are the witnesses. (2'-4') Date. Seal of [. . .], the [. . .], son of [Lugal-me]lam, the [governor] of Nippur, dedicated to Šu-Sin, the [be]loved of Enlil, etc.

Commentary

9-10. The reconstruction of these lines is uncertain.

4'. The date-formula is restored on the basis of the seal (see below). The reconstruction IS 1 is also possible.

Seal. In *Seals and Sealing*, p. 51 n. 33, I identified this seal as that of Namzitara, the governor of Nippur, which is impressed on a Nippur letter-order published by Owen, *AOAT* 22, pp. 131-132. In that connection, I also suggested that Namzitara was an authorizing official in the present transaction. However, the subsequent collation of our tablet made by Waetzoldt, *OA* 15, 325, established that the seal actually belongs to an unidentifiable son of Lugal-melam, the governor of Nippur. For Lugal-melam, whose tenure is documented from AS 1/xi/3 to AS 9/xi/27, see Hallo, *JNES* 31, 94 and n. 62.

In view of this new evidence, it seems more likely that NN, the owner of the seal, was the buyer in the present transaction. At the same time, the possibility that he was an authorizing official cannot be completely excluded (because of his familial connection with the governor).

21.

Text: Ni. 1417 (*NRVN* 1 224). Collated by N. Yoffee; H. Waetzoldt, *OA* 14 (1975):311.

Previous treatment: Contents discussed by I. J. Gelb, *Volterra AV* 6, p. 151.

Origin: Nippur.

Date: ŠS 2/viii.

- 1) 1(iku) gána šag₄ ki giškirig
- 2) níg-sám-bi 4 gín k[ug-babbar]
- 3) ur-^dš_u-pa-è-ke₄
- 4) bu-zi-na
- 5) ur-sipad-da
- 6) ur-^dEN.ZU
- 7) ur-^dš_u-gi-ra
- 8) 4-ne-ne
- 9) in-ne-ši-s[a₁₀]
- 10) mu lugal-bi i-p[àd(-dè-éš)]
- rev. 11) ¹dén₁-lí-lá-an-zu

- 12) 𒊕𒄀-ta
- 13) 𒊕𒄀EN.ZU
- 14) 𒊕𒄀-ni-é-a
- 15) 𒊕𒄀-sukal
- 16) 𒊕𒄀-lá-lá
- 17) lú-inim-ma-bi-me
- 18) iti apin-dug-a
- 19) mu má-dàra-a[b]-zu(wr. ZU.A[B])
- 20) ba-ab-dug

(1) One iku of land, (located) in an orchard, (2) its price (is) 4 shekels of si[ilver], (3) Ur-Šulpae (4) from Buzina, (5) Ur-sipada, (6) Ur-Sin, (7) (and) Ur-Šulgi, (8) four of them, (9) bought. (10) They swore by the name of the king (not to contest?). (11) Enlil-anzu; (12) 𒊕𒄀-ta; (13) Ur-Sin; (14) Ibni-Ea; (15) Ur-sukal; (16) 𒊕𒄀-lá-lá; (17) these are the witnesses. (18–20) Date.

Commentary

1. For the spelling ^{ki}giškirig, see commentary to no. 1:1.
3. This person may be identical with the Ur-Šulpae who appears as the buyer in no. 18.

22.

Text: N 814 (NATN 782). Collated. ✓
 Origin: Nippur.
 Date: ŠS 3/ix/24.

- 1) [x] sar é-dù-a é-DUN^{ki}-ka
- 2) [nig]-sám^{am}-bi 6 gín kug-babbar
- 3) [l]ú-šag⁵-ga
- 4) [lu]gal-kug-zu
- 5) 𒆪 ad-da-kal-la-ra
- 6) [mu] ad-da-šè
- 7) [l]ú-inanna-ke⁴
- 8) [i]n-ne-ši-ša¹⁰(NÍNDA×ŠE.A)
- 9) [l]ú-ù la^{g¹⁴}-da
- 10) [m]u ^dnin-urta
- 11) mu lugal-bi in-pàd-éš
- 12) 𒊕𒄀-kun
- 13) 𒊕𒄀-me-me
- 14) 𒊕𒄀-úr-[ra-ni]
- 15) 𒊕𒄀(wr. RI)-wa-w[a]

- rev. 16) 𒊕𒄀-luga[l-x(-x)]
- 17) 𒊕𒄀-á-[zi-da]
- 18) 𒊕𒄀-iti-d[a] àga-ús [(x)]
(space)
- 19) [l]ú-inim-ma-bi-me
- 20) [iti] gan-gan-è
- 21) [u]d 24 ba-zal
- 22) [m]u si-ma-nu-um^{ki}
- 23) [h]ul-a

Seals

lú-šag⁵-ga
 dumu dingir-ma-sum

lugal-kug-[zu]
 dumu dingir-ma-sum

ad-da-kal-la
 dumu dingir-ma-sum

(1) [x] sar of a built-up house-lot, (located) in E-DUN, (2) its price (is) 6 shekels of silver, (3) from [L]u-šaga, (4) [Lu]gal-kugzu, (5) 𒆪 Adda-kala, (6) (who acted) [in place] of (their) father, (7) [L]u-Inanna (8) bought. (9–11) They swore by the name of Ninurta (and) by the name of the king that they will not contest one against the other. (12) Ur-kun; (13) Ur-Meme; (14) Lugal-ur[ani]; (15) 𒊕𒄀-waw[a]; (16) Ur-Luga[l-x(-x)]; (17) Lugal-a[zida]; (18) Lugal-itid[a], the gendarme [(of . . .)]; (19) these are the witnesses. (20–23) Date. Seals of Lu-Šaga, Lugal-kugzu, and Adda-kala, sons of Dingir-mansum.

Commentary

This text most probably comes from the same archive as nos. 24 and 28, in which Lu-Inanna also acts as a buyer.

The house in question is sold by three brothers, sons of Dingir-mansum (note the seals). The expression “[in place] of (their) father” in line 6 indicates either that Dingir-mansum is the actual seller, and his sons only act on his behalf, or that he is no longer alive, and his sons are heirs to his estate.

1. é-dù-a: For this term, see 3.2.1.1.
 é-DUN^{ki}: As far as I know, this toponym is not otherwise attested.

23.

Text: N 669 (NATN 761). Collated.

Origin: Nippur.

Date: ŠS 3/[?]/[?].

- 1) 1 sag-nita
 2) ur-lugal mu-ni-im
 3) 1 sag-SAL a-za-za mu-ni-im
 4) dumu gaba-na-a ab-tab
 5) [níg]-sám-bi 16 g[ín(?) kug-babbar]
 (rest destr.)
 rev. (begin. destr.)
 1') iti [x ud x ba-za]l
 2') mu ús-[sa má-dara₄]-ab-zu ba-ab-dug

Seal

ur-lugal

dumu lugal-iti-da

(1) One man, (2) his name is Ur-lugal, (3) one woman, her name is Azaza, (4) a baby is pressed to her breast, (5) their price (is) 16 sh[ekels(?) of silver], [. . .] (1'-2') Date. Seal of Ur-lugal, son of Lugal-itida.

Commentary

Since the names of the parties to the transaction and the verb are not preserved, it is not certain whether this is a regular sale or a self-sale.

The tablet is sealed with a seal belonging to Ur-lugal. Excluding the unlikely possibility that the seal was the property of the seller, whose name was also Ur-lugal, one has to assume that it was the sold man who sealed the tablet. For another instance of the sold person sealing a sale document, see no. 50.

3. Azaza is almost certainly the wife of Ur-lugal.

4. For the verb gaba . . . tab, "to press to the breast," see commentary to no. 13:3.

24.

Text: N 677 (NATN 762). Collated by D. I. Owen. V

Origin: Nippur.

Date: ŠS 4/v.

- 1) 35 gišgišimmar gú kar-anše
 2) níg-sám^{am}-bi 10 gín kug-babbar-še
 3) [á]-gu-ú

- 4) dumu dūg-ga-r[a]
 5) lú-^dinanna
 6) in-ši-sa₁₀
 7) téš-ba nu-gi₄-gi₄-dè
 rev. 8) mu lugal-bi i-pàd
 9) igi da-da àga-ús sanga-[šè]
 10) ^lkug-ga-DINGIR-[x]
 11) ^llugal-^dištaran]
 12) ^lù-ni-a
 13) dumu ba-a-a
 14) ^lla-gi-ip dumu lú-isin_x(IN)^{si} ki
 15) lú-inim-ma-bi-me
 u.e. 16) iti NE-NE-gar
 l.e. 17) mu ús-sa si-ma-núm^{ki} hul-a

(1) (An orchard with) 35 date palms, (located) on the bank of Karanše, (2) for its price, 10 shekels of silver, (3) from Agu^u, (4) son of Duga, (5) Lu-Inanna (6) bought. (7-8) They swore together by the name of the king not to contest (one against the other). (9) Before Dada, the gendarme of the temple administrator; (10) Kuga-DINGIR-[x]; (11) Lugal-[Ištaran]; (12) Uni^a, (13) son of Ba^a; (14) Lā-qip, son of Lu-Isin; (15) these are the witnesses. (16-17) Date.

Commentary

The object of the sale is an orchard planted with 35 date palms. For the cases when only the number of the date palms, and not the size of the orchard, is stated, see 3.2.1.2. Another sale document from the archive of Lu-Inanna is no. 28. In that text, which is written nineteen months later than no. 24, Lu-Inanna buys from Agu^u an orchard with the same number of date palms for exactly the same price. Two other texts which possibly belong to the archive of Lu-Inanna are nos. 22 and 46.

1. kar-anše: "Harbor of Donkeys." This toponym is also found in the Sargonic text *BIN* 8 37 iii 6 (kar-anše^{ki}) and in the Ur III text *TMHC n.F.* 1/2 255+257:7' (a-šag₄ kar-anše). The use of gú (Akk. *kišādu*), "bank (of a river, canal, or sea)," in connection with kar (Akk. *kāru*), "harbor, quay," is unique.

25.

Text: Ni. 1113 (NRVN 1 216). Collated by N. Yoffee; H. Waetzoldt, *OA* 14, 311. V
 Previous treatment: F. R. Kraus, *JCS* 3 (1949):104 n. 42 (translit. and transl. of lines 1–8).

Origin: Nippur.

Date: ŠS 4/vii.

- 1) 1 sag-SAL
- 2) nin-é-gal-e mu-ni-im
- 3) kug-babbar níg-sám-ma-ga-ni 4 gín igi-3-gál
- 4) ki lugal-an-ni-ta
- 5) UN-gi₄-a
- 6) in-si-sa₁₀
- 7) šag₄-bi-ta 2 [g]n
- 8) lugal-an-ni [š]u b[a-ti]
- 9) amar-^din[anna(?)] lú-inim-[gi-na]
- rev. 10) [U]N-íl
- 11) [š]u-eš₄-dar
- 12) ^lba-ki
- 13) ^lim-ti-dam
- 14) ^lú-kal-la
- 15) lú-inim-ma-bi-me
- 16) lú lú nu-gi₄<gi₄>-dam
- 17) mu lugal-bi in-pàd
(space)
- 18) iti d[u₆-k]ug-ga
- 19) [mu ús-sa] si-ma-[núm^{ki}] [ba]-hul

Seal

lugal-an-[ni]

dumu ba-[...]

(1) One woman, (2) her name is Nin-egale, (3) her silver of the price (is) 4 1/3 shekels, (4) from Lugal-ane (5) UN-gi-a (6) bought. (7) Out of it (i.e., the price) 2 [she]kels (8) Lugal-ane re[ceived]. (9) Amar-In[anna(?)] is the gua[rantor]. (10) [U]N-il; (11) [š]u-Eštar; (12) Baki; (13) Imtidam; (14) Lu-kala; (15) these are the witnesses. (16–17) They swore by the name of the king not to contest one against the other. (18–19) Date. Seal of Lugal-an[e], son of Ba-[...].

Commentary

This sale is the only instance, at least as far as can be ascertained from the texts themselves, in which the purchase price was not paid in full during the sale transaction. For the discussion of this problem, see 4.2.

3. níg-sám-ma-ga-ni: This form, which was erroneously interpreted as níg-sám-ma^{am}-ni by Sauren, *ZA* 59, 40, is a phonetic spelling for níg-sám-ma-ka-ni /nig-sam-ak-ani/. See commentary to no. 13:4–5.

6. Note the spelling -si- for -ši-. Cf. Sauren, *ZA* 59, 45.

8. Kraus, *JCS* 3, 104 n. 42, reads this line: lugal-an-ni šu b[a(?)-t]i(?). Since the copy and the collations do not show that much, the tablet must have deteriorated since it was studied by Kraus.

9. For the term lú-inim-gi-na, “guarantor,” see 2.11.1.3.

26.

Text: FLP 875 (MVN 3 263).

Origin: Nippur.

Date: ŠS 4/xi/6.

- 1) 3 ^{giš}gišimmar giš gub-ba
- 2) níg-sám^{am}-bi 1 gín kug-babbar
- 3) ur-kun-ra
- 4) ur-šag₅-ga
- 5) in-ši-sa₁₀
- rev. 6) tukumbi
- 7) lú inim ba-an-gar
- 8) 6 ^{giš}gišimmar
- 9) sum-mu-dam
- 10) mu lugal-bi ì-pád
- 11) igi á-zi-da
- 12) igi lugal-engar
- 13) igi ur-^{den}ki un-da-ga
- u.e. 14) iti zíz ud 6 ba-zal
- l.e. 15) mu bàd mar-tu ba-dù

Seal

Illegible

(1) (An orchard) planted with 3 date palms, (2) its price (is) 1 shekel of silver, (3) from Ur-kun (4) Ur-šaga (5) bought. (6) If (7) someone raises claims (to the orchard), (8–9) to give (an orchard with) 6 palms (in its place) (10) he (i.e., Ur-kun) swore by the name of the king. (11) Before Azida; (12) before Lugal-engar; (13) before Ur-Enki, (the man) of Undaga. (14–15) Date. Seal of Ur-kun(?).

Commentary

1. giš gub-ba: Akk. *zaqpu*, “planted (with trees).” See *CAD* Z, pp. 51–52 (under *zaqâpu*) and p. 61 (under *zaqpu*).

6–10. For this clause, see 2.7.2.

13. un-da-ga: The reading of this name is assured by the Nippur text *NRVN* 1 208, where the name of the same person is spelled un-da-ga in the seal inscription, and u₄-da-ga on the tablet (l. 3). Cf. Sauren, *ZA* 59, 29, 39. Note also the spelling ù-da₄-ga in *RA* 11(1914): 27 l. 9.

For the construction PN PN₂(-ak), “PN, (the man of) PN₂,” see commentary to no. 17:7. Cf. the Ur III text *MVN* 3 375, which lists seven individuals, described as lú-inim-ma-bi-me un-da-ga-me, “the witnesses of Un-daga,” lit.: “these are the witnesses, (the men) of Un-daga” (ll. 12–13). A close parallel to that text is provided by *DP* 137 (Pre-Sargonic), which contains a long list of persons, described as lú amar-ki-me lú-ki-inim-ma-bi-me, “the witnesses of Amarki,” lit.: “the men of Amarki, these are the witnesses” (vi 11–12). Alternatively, in the present text, and similarly in *MVN* 3 375, un-da-ga could be a human classificatory term, possibly meaning “neighbor.” Cf. no. 63:14. [For the meaning “neighbor” of un-da-ga, see now Krecher, *ASJ* 9 (1987):88 n. 39, who demonstrates that da-(g) means “near, side.” Accordingly, un-da-ga can safely be analyzed as /un-dag-a/, “people (who are) at (one’s) side, nearby folk.”]

27.

Text: UM 55-21-210 = 3 NT 22 (*NATN* 911). Collated. ✓

Origin: Nippur.

Date: ŠS 5/v.

- 1) 6 sar é-ki
- 2) ní-g-sám^{am}-bi 1/2 ma-na 6 gín
- 3) lú-URU×KÁR^{ki} ka-guru₇-ke₄
- 4) a-ad-da-mu
- 5) ù lú-gir-gi₄-lu^{mušen}
- 6) [dum]u ur-^dEN.ZU-ka-^fšè(?)
- 7) in-ne-ši-sa₁₀(NÍNDA×ŠE.A)
- 8) kug-bi šu-ne-ne [ab]-^fsi^l
- 9) lú-ù la-ba-an-^{gi₄}da
- 10) mu ^dnin-urta
- 11) [m]u lugal-bi al-[p]ād
- 12) [x]-ba-ba dumu ur-^d[. . .]
- 13) [l]ú-^dinanna dumu [x]-[. . .]
- 14) [g]i-r-ni-i-šag₅ dumu [x]-[. . .]
- 15) [u]r(?)^{-me-me} dumu lú-^d[. . .]
- 16) [u]r(?)^{-d}kug-šim dumu [. . .]
- 17) [dub(?)]-sar [(. . .)]
- 18) [lu]gal-engar-dùg [(. . .)]
- 19) [x]-e-ki-[x] [(. . .)]

- 20) [x-k]al-la du[mu(?) . . .]
 - 21) [ur-g]á-gi₄-[a] [(. . .)]
- rev.
- (begin. destr.)
 - 1') [. . .] [x] [. . .]
 - 2') [x]-[x-x-x] dumu da-[. . .]
 - 3') [ur(?)]-^dšul-gi-ra dumu [x]-[(x)]-kug-ga nar [(. . .)]
 - 4') [l]ú(?)^{-igi-šag₅(?)} dumu [. . .]
 - 5') lú-^fEN^l. [ZU(?) du]mu [x]-[. . .]
 - 6') ^den-lil-[x du]mu [x]-[. . .]
 - 7') lú-inim-[ma]-bi-[me
(space)
 - 8') iti NE-NE-gar [(. . .)]
 - 9') mu ús-sa ^dfšú-^dEN.ZU lugal] úr^{ki}-ma-ke₄
 - 10') bàd mar-tu mu-ri-qi ti-id-ni-im mu-dù

(1) Six sar of an empty(?) house-lot, (2) its price (is) 1/2 mina (and) 6 shekels (of silver), (3) Lu-URU×KAR, the granary superintendent, (4) from A²addamu (5) and Lu-girgilu, (6) sons of Ur-Sin, (7) bought. (8) This silver filled their hands. (9–11) The oath by the name of Ninurta (and) by the name of the king was sworn that they will not contest one against the other. (12) [X]-baba, son of Ur-[. . .]; (13) [L]u-Inanna, son of [X]-[. . .]; (14) [G]i-rni-išag, son of [X]-[. . .]; (15) [U]r(?)^{-Meme}, son of Lu-[. . .]; (16) [U]r(?)^{-Kugšim}, (17) [the scr]ibe [(. . .)]; (18) [Lu]gal-engardug [(. . .)]; (19) [X]-e-ki-[x] [(. . .)]; (20) [X-k]ala, so[n(?) of . . .]; (21) [Ur-g]agia [(. . .)]; [. . .]; (1') [. . .] [x] [. . .]; (2') [X]-[x-x-x], son of Da-[. . .]; (3') [Ur(?)]-šulgira, son of [X]-[(x)]-kuga, the singer [(. . .)]; (4') [L]u(?)^{-igi-šagšag(?)}, son of [. . .]; (5') Lu-S[in(?), so[n of [. . .]; (6') Enlil-[x, so[n of [X]-[. . .]; (7') these are the witnesses. (8'–10') Date.

Commentary

1. For the term é-ki, see 3.2.1.1.

3. The toponym URU×KÁR^{ki}, attested in this PN, is probably to be interpreted as Urub_x(URU^{ub})^{ki}. See Sollberger, *ZA* 54 (1961):9 no. 22; *RGTC* 1, p. 183.

ka-guru₇: “granary superintendent, official in charge of grain stores.” See Bauer, *AWL*, p. 240; *CAD* K, p. 35b. The spelling ka-guru₇-ke₄ /ka-guru-ak-e/, attested in the present text, shows that the full form of the word was ka-guru₇(-k). See also PN dub-sar ka-guru₇-ka-ke₄ /ka-guru-ak-ak-e/ (*DC*, pl. XXXVII ll. 3–5 - Pre-Sargonic), ka-guru₇-ke₄ (*TCS* 1 361:7 - Ur III). Accordingly, the reconstructed Akkadian equivalent of ka-guru₇(-k) should be *kagurukku, and not *kagurrû, as proposed by *CAD* K, p. 35. Even more plausible would be the form *kug(u)rukku; this is suggested by the values ku-gi-ri, ku-gur₇, and ku-ug-ri of KA×GUR₇ in Proto-Ea 330 (*MSL* 14,

p. 45), which demonstrate that the original /kaguruk/ became, as a result of vowel harmony, /kug(u)ruk/. I am aware of three other names of occupations beginning with the formant ka-, which are similarly genitival constructions. They are ka-ki-(k), Akk. *kakkiku* "registrar of houses" (see the spelling IPN ka-ki-kam in *Gelb AV*, p. 236 vii 2-3 - Pre-Sargonic), ka-šakan-a(k) "chief oil-maker" (see the spellings i PN ka-šakan-na-ka šu-na gál-la-am₆ in *DP* 268 iv 2-4 and PN ka-šakan-ke₄ in *DP* 264 i 3-4 - Pre-Sargonic; cf. Bauer, *AWL*, pp. 330-331), and ka-zíd-a(k), Akk. *kaššidakku*, "miller" (see *CAD K*, pp. 267-268).

8. For this clause, see 2.2.1.

28.

Text: N 800 (*NATN* 777). Collated. ✓

Origin: Nippur.

Date: ŠS 5/xii.

- 1) 35 g^{iš}gišimmar
- 2) kug-bi 10 gín
- 3) ki á-gu-ú-ta
- 4) lú-^dinanna
- 5) in-ši-sa₁₀
- 6) igi ur-nigin-gar
- 7) igi lugal-kug-zu
- 8) igi šeš-kal-la dumu a-wi-lí
- 9) igi a-ḥa-ni-šu
- lo.e. 10) igi nu-úr-ì-lí
- rev. 11) igi a-tu
- 12) igi nu-úr-ZU GIŠ.MU
- 13) igi lugal-engar àga-ús sanga
- 14) igi nita
(space)
- 15) lú-inim-ma-bi-me
- 16) iti še-gur₁₀-kud
- 17) mu ús-sa bàd mar-tu ba-dù

(1) (An orchard with) 35 date palms, (2) its silver (is) 10 shekels, (3) from Agu²u (4) Lu-Inanna (5) bought. (6) Before Ur-nigingar; (7) before Lugal-kugzu; (8) before Šeš-kala, son of Awili; (9) before Aḥa-nišū; (10) before Nūr-ili; (11) before Atū; (12) before Nūr-ZU, the GIŠ.MU; (13) before Lugal-engar, the gendarme of the temple administrator; (14) before Nita; (15) these are the witnesses. (16-17) Date.

Commentary

This text parallels no. 24, dated to ŠS 4/v, where Lu-Inanna buys from Agu²u the same number of palms for exactly the same price.

12. Nūr-ZU: This PN occurs also in the Nippur text *TMHC n.F.* 1/2 142:2'.

GIŠ.MU: This word could be interpreted either as an occupation or as a personal name (to my knowledge, neither is attested so far.). Should GIŠ.MU be a personal name, we should find here an example of the construction PN PN₂-ak, "PN, (the man) of PN₂," for which see commentary to no. 17:7.

29.

Text: IM 58361 = 3 NT 189 (*NATN* 966). Collated. ✓

Origin: Nippur.

Date: ŠS 5/[?]/[?].

- 1) 3 sar [é(?) . . .]
- 2) níg-sám-bi 12(?) [gín kug-babbar]
- 3) lugal-šúba(ZA.INANNA) dumu ú-š[è-ḥé]-DU-ke₄
- 4) na-bu-um dumu da-ga
- 5) ù me-túg dam-ni-ir
- 6) in-[ne]-ši-sa₁₀
- 7) kug-bi šu-[ne]-ne-a ab-[si]
- 8) ^{lú}[ú-ù]a-ba-an-^{gi₄}da
- 9) [mu ^dnin-ur]ta
- 10) [mu lugal-bi in-pàd(-dè-és)]
(rest destr.)
- rev. (begin. destr.)
- 1') l[ú]-inim-[ma-bi]-me
- 2') iti [. . .]
- 3') ud [x ba]-zal
- 4') mu ús-[sa ^dšu]-^dEN.ZU
- 5') lugal úri[^{ki}ma-ke₄]
- 6') bàd mar-tu [mu-ri-iq] ti-id-ni-i[m mu-dù]

(1) Three sar [of a house(?)], (2) its price (is) 12(?) [shekels of silver], (3) Lugal-šuba, son of Uš[èḥ]-DU, (4) from Nabum, son of Daga, (5) and Metug, his wife, (6) bought. (7) This silver filled their hands. (8-10) [They swore by the name of Ninur]ta [(and) by the name of the king] not to contest [one against the other]. [. . .]; (1') these are the witnesses. (2'-6') Date.

Commentary

3. Sollberger, *TCS* 1, p. 42 and 168, proposed to read ZA.INANNA (written also INANNA.ZA), "rock crystal," as subar, in place of the commonly accepted reading šúba. His reconstruction of the final *r* was based on the spelling amar-ZA.INANNA-ra in *UET* 3 5:4 (= *TCS* 1 145), which he considered an explicit spelling of the genitival syntagm amar-subar-a(k). However, the element -ra in the passage in question is actually to be analyzed as a dative suffix: "Say to the king, this is what A^aabba^a said to Amar-šuba: 'It (i.e., the disputed tablet) is the property of Ur-gulamu'" (ll. 1-6). The proof that the word did not end in *r* is provided by the spelling amar-ZA.INANNA-bi/amar-šuba-e/ in *MVN* 3 165:4 (cf. Owen, *MVN* 3, p. 22). Note also that šúba was borrowed by Akkadian under the form *šub/pû* (cf. S. J. Lieberman, *The Sumerian Loanwords in Old-Babylonian Akkadian* 1 [Missoula, Mont., 1977], pp. 465-466).

ú-šè-ḫé-DU: For this PN, see Limet, *Anthroponymie*, p. 565, who reads it Ú-šè-ḫé-gin.

7. For this clause, see 2.2.1.

30.

Text: Ni. 5488 (*NRVN* 1 215). Collated by N. Yoffee; H. Waetzoldt, *OA* 14, 311. ✓

Origin: Nippur.

Date: ŠS 5/[?].

- 1) 1 sag-SAL šag5-KA-an-zu mu-n[i-im]
 - 2) níg-sám-ni 12+[x(?) gín kug-babbar]
 - 3) a-a-kal-la-r[a]
 - 4) á-la-la-a
 - 5) in-ši-sa₁₀
 - 6) nu-gi4-g[i4-x]
 - 7) mu lugal-b[i in-pàd]
- rev. (begin. destr.)
- 1') l[ú-inim-ma-bi-me]
 - 2') iti [. . .]
 - 3') mu ú[s-sa bàd] mar-duḡ ba-[dù]

Seal

a-a-kal-la
dumu ur-saman₄
dam-gàr

(1) One woman, her name is Šaganzu, (2) her price is 12(?) [shekels of silver], (3) (from) A^aa-kala (4) Alala (5) bought. (6-7) He (i.e., A^aa-kala) [swore] by the

name of the king not to contest. [. . .]; (1') these [are the witnesses]. (2'-3') Date. Seal of A^aa-kala, son of Ur-Saman, the merchant.

Commentary

Alala, the buyer, and the slave woman Šaganzu reappear in the Nippur text *NATN* 302, which is dated to ŠS 8/xi. This document, which was extensively studied by Owen, *ZA* 70 (1980):170-184, records a court litigation, involving Alala and Geme-Sin, the wife of his deceased brother Ur-dun. The object of the litigation was the paternal estate of Alala and Ur-dun, which the two brothers had divided among themselves in the undetermined past. The case was settled by the re-division of the estate among Alala and Geme-Sin. The half of the estate thus assigned to Alala included the aforementioned Šaganzu (ii 15), who, as we know from the present text, had been acquired by Alala three years earlier. The fact that Šaganzu was part of the contested property means that either Alala had bought her on behalf of the estate (therefore, despite the original division, Alala and Ur-dun held the estate in joint ownership) or that the litigation concerned both the inheritance portions of the two brothers and their personal estates as well. Cf. Owen, *op. cit.*, p. 175 n. 17. For other Nippur documents which may concern Alala, see *ibid.*, p. 174 n. 11.

1. šag5-KA-an-zu: Since the name of the same slave-girl is spelled šag5-an-zu in *NATN* 302 ii 15 (see above), the present occurrence should perhaps be transliterated as šag5-ga₁₄-an-zu. The spelling šag5-an-zu also appears in an unpublished Ur III text from Nippur (A 31229:2).

4. á-la-la-a: The same PN as the common Ur III á-la-la, which was considered by Sollberger, *TCS* 1, p. 98 (under *allala*), as Akkadian, and by Limet, *Anthroponymie*, pp. 109 and 218, as Sumerian.

3'. Note the spelling mar-duḡ for the usual mar-tu. Cf. Sauren, *ZA* 59, 37, and Owen, *AOAT* 22, p. 134.

Seal. saman₄: This DN can be also written sàman(ŠE.ÉŠ.NUN.BU). For the reading sàman, see Landsberger, *Afo Beiheft* 17 (1967):22 n. 63. The spellings sàman and saman₄ are used interchangeably in two Ur III texts, where the same PN is spelled ur-^dsàman in the seal inscription, and ur-^dsaman₄(-na) in the tablet (*AAS* 112:3; *MVN* 3 361:8). For the god Saman, see most recently M. Lambert, *Or.* NS 44 (1975):22 n. 2.

31.

Text: Ni. 399 + 13371 (*NRVN* 1 218, photo of the rev. p. 113). Collated by H. ✓
Waetzoldt, *OA* 14, 311.

Origin: Nippur.

Date: ŠS 6/xii.

- 1) 1 gud-niga
- 2) kug-babbar sám-bi 10 1/2 gín

- 3) ki ku-ba-bu-um-ma-ta
 4) ur-sukal in-ši-sa₁₀
 5) ¹a-a-kal-la da[m-gà]r
 6) ¹an-na-ḫi-li
 7) ¹ur-tum-ma-[al]
 8) ¹ur-^dšul-pa-è
 9) ¹[a-a-kal-la 2
 (rest destr.)

rev.

- (begin. destr.)
 1') [x] [x x] [. . .]
 2') mu lugal-bi in-p[ād]
 (space)
 3') iti NE-NE-gar
 4') mu ^dšu-^dEN.ZU
 5') lugal úri^{ki}-ma-ke₄
 6') na-rú-a-maḫ
 7') ^den-líl ^dnin-líl-ra mu-ne-dù

Seal

ku-ba-bu-um
 dumu a-da-làl
 dam-gàr

(1) One barley-fattened ox, (2) the silver of its price (is) 10 1/2 shekels, (3) from Kubabum (4) Ur-sukal bought. (5) A²a-kala, the mer[chant]; (6) Ana-ḫili; (7) Ur-Tum[al]; (8) Ur-Šulpae; (9) A²a-kala the second; [. . . ; (these are the witnesses)]. (1') [. . .] (2') He (i.e., Kubabum) [swore] by the name of the king (not of contest?). (3'-7') Date. Seal of Kubabum, son of Adallal, the merchant.

32.

Text: CBS 11575 (BE 3/1 21). Collated.
 Origin: Nippur.
 Date: ŠS 7/iv/30.

- 1) [. . .]
 2) [níg-s]ám-bi 1 áb-šè
 3) [x-x(-x)] [ù] lugal-kar-[ri]
 4) [dumu ur-^d]a-mu-me
 5) [ur-^d]šul-pa-è-ke₄
 6) [in]-ne-ši-sa₁₀(wr. GAZ)
 7) [igi] [x]-kug-[zu] nu-banda-ni
 8) [ù] ḫu(wr. RI)-wa-wa engar-a-ni

- 9) [in]-na-[an]-sum-éš
 10) [x]-[bi(?) ḫu(wr. RI)]-wa-wa [i-dab₅(?)]
 11) [nu]-gi₄-gi₄-dè
 12) [tèš]-bi mu lugal fb-da-pàd
 13) ¹ur-^dEN.ZU dumu lú-kal-la nu-banda
 rev. 14) ¹á-da-da
 15) ¹un-da-ga ugula é ^den-líl
 16) [ur]-^den-líl-lá nu-banda
 (space)
 17) [l]ú-inim-ma-bi-me
 18) iti šu-numun-a ud 30 ba-zal
 19) mu ma(!)-da za-ab-[ša]-li^{ki} ba-ḫul

Seal

Illegible

(1) [The . . .], (2) for its price, 1 cow, (3) from [X-x(-x)] and Lugal-kare, (4) [sons of Ur-D[amu, (5) [Ur]-Šulpae (6) bought. (7) [Before] [X]-kug-[zu], his (i.e., Ur-Šulpae's?) overseer, (8) and Ḫuwawa, his farmer, (9) they transferred it. (10) Ḫuwawa took(?) the [. . .] (i.e., the object of sale?). (11-12) They swore together by the name of the king [not] to contest. (13) Ur-Sin, son of Lu-kala, the overseer; (14) Adada; (15) Undaga, the majordomo of the temple household of Enlil; (16) [Ur]-Enlila, the overseer; (17) these are the witnesses. (18-19) Date. Seal of one of the sellers(?).

Commentary

The object of this sale was most probably real estate or an animal, as is indicated by the use of the suffix -bi in line 2. Note, however, that -bi after níg-šám is occasionally found also in the sales of persons. See 2.1.1.3.

6. Note the unorthographic spelling GAZ for NÍNDA×ŠÈ.

7-9. For this clause, see 2.5.

10. The meaning of this line is obscure. The first two signs may refer to the object of sale: "[this] [x]." The verb could alternatively be read [i-ba(?)].

33.

Text: UM 29-16-322 (NATN 713). Collated. ✓
 Origin: Nippur.
 Date: ŠS 7.

- 1) [1 sag]-SAL
 2) [. . .]-a
 3) [mu-ni-i]m

- 4) [níg-sám-ma]-ni
 5) [x gín ku]g-babbar-šè
 6) [. . .]-ti
 7) [lugal-an-ni in]-ši-[sa₁₀]
 8) lú l[ú n]u(?)-u[n]-gí₄-g[í₄-x]
 9) mu lugal-[bi in-pàd]-dè-[éš]
 lo.e. 10) Iá-[. . .]
 rev. 11) I_a-da-na [(. . .)]
 12) I_{amar}-šúba(ZA.INANNA)
 13) I_{nin}-MAR.KI-ka
 14) I_{ba}-ki
 15) I_{ur}-šúba(ZA.INANNA) gáb-gi-in sag-kam
 (space)
 16) [l]ú-ki-inim-ma-bi-me-éš
 17) mu ^dšu-^dEN.ZU
 18) lugal úri^{ki}-ma-ke₄
 19) [na-rú]-a maḥ ^den-líl [dⁿⁱⁿ]-líl-ra mu-ne-dím
 u.e. 20) [mu ú]s-sa-bi

Seal

lugal-an-ni
 a-zu

(1) [One wom]an, (2–3) [her name is . . .]-a, (4) for her [price], (5) [x shekels of sil]ver, (6) [. . .]-ti (7) [(from) Lugal-ane bought]. (8–9) They [swore] by the name of the king that they will not contest one against the other. (10) A-[. . .]; (11) Adana [(. . .)]; (12) Amar-šuba; (13) Nin-MAR.KI-ka; (14) Baki; (15) Ur-šuba, who is the guarantor of the “head”; (16) these are the witnesses. (17–20) Date. Seal of Lugal-ane, the physician.

Commentary

7. The name of the seller is reconstructed on the basis of the seal.
 13. For the divine name ^dnin-MAR.KI-(k), see most recently R. M. Whiting, ZA 75 (1985):1–3, who argues for the interpretation ^dnin-mar^{ki}-ak.
 15. For the term gáb-gi-(n), “guarantor,” see 2.11.1.2.

34.

Text: HS 1051 (*TMHC n.F.* 1/2 51). Collated by H. Waetzoldt, *OA* 15 (1976):319; J. Oelsner.

Previous treatment: I. Mendelsohn, *Slavery*, p. 36 (translit. and transl.).

Origin: Nippur.

Date: ŠS 8/viii.

- 1) 1 sag-nita
 2) lú-^dEN.ZU
 3) mu-ni-im
 4) níg-sám^{am}-ma-ni
 5) [4(?) gín] kug-[babbar-šè]
 6) [ur-mes(-šè)]
 7) [. . .]
 8) [in-ši-sa₁₀]
 (rest destr.)
 rev. (begin. destr.)
 1') NI-[. . .] [x] [. . .]
 2') ^den-[líl]-ma(?)-dug₄-šè
 3') mu lugal in-pàd
 (space)
 4') igi šeš-kal-la-šè
 5') igi lugal-úr-ra-ni
 u.e. 6') igi lugal-a-ma-ru
 7') igi túl-ta-pàd<da>
 l.e. 8') [iti apin]-dug-a mu má-gurg-maḥ ba-ab-dug

Seal

ur-mes
 dumu ur-ma-mi

(1) One man, (2–3) his name is Lu-Sin, (4) for his price, (5) 4(?) shekels of silver, (6) [(from) Ur-mes] (7) [. . .] (8) [bought]. [. . .] (1') [. . .] (2') before(?) En[líl]-madug(?) (3') he (i.e., Ur-mes?) swore by the name of the king (not to contest?). (4') Before Šeš-kala; (5') before Lugal-urani; (6') before Lugal-amaru; (7') before Tulta-pada. (8') Date. Seal of Ur-mes, son of Ur-Mami.

Commentary

6. The name of the seller is reconstructed on the basis of the seal inscription.

1'–3'. The meaning of these lines is obscure. Is En[líl]-madug(?) the official who authorized the transaction?

35.

Text: L 11051 (ZA 53 [1959]:80 no. 20).

Previous treatment: M. Çiğ, H. Kizilyay, and A. Falkenstein, ZA 53, 80–81 (translit. and transl.).

Origin: Nippur.

Date: ŠS 9/v/4.

- 1) [l gud-gi]š(?)
- 2) [x gín kug-babbar]-šè
- 3) [. . .]-ul-la
- 4) [. . .] nu-banda
- 5) [in-n]a-an-sum
- 6) mu lugal-bi in-pàd
- 7) igi ur-^dnin-ìmma(SIG7)-šè
- 8) igi ur-^dšul-pa-è nu-banda-šè
- rev. 9) ^lna-sá engar-šè
- 10) ^lur-^diškur engar-šè
- 11) [ú-inim]-ma-bi-me
- 12) [ití] [NE]-[N]E-gar [ud] 4 [b]a-zal
(space)
- 13) [mu ^dšu-^d]EN.ZU [lugal úr]ki-ma-ke4 [é ^dšára um]ma^{ki}-ka [m]u-dù-a

(1) [One yo]ked [ox(?)], (2) for [x shekels of silver], (3) [. . .]-ulla (4) [to(?) . . .], the overseer, (5) sold. (6) He (i.e., [. . .]-ulla?) swore by the name of the king (not to contest?). (7) Before Ur-Ninimma; (8) before Ur-Šulpae, the overseer; (9) Nasa, the farmer; (10) Ur-Iškur, the farmer; (11) these are the witnesses. (12–13) Date.

Commentary

In spite of the fact that this tablet belongs to the Lagaš collection of the Archaeological Museum of Istanbul, its provenience is Nippur. This is demonstrated by the use of the month-name NE-NE-gar, attested only in the Nippur calendar. Two other Nippur sales included in the same collection are nos. 14 and 18.

The reconstruction of the object of the sale is not certain. Nor can we be sure who is the seller and who is the buyer in this transaction.

1. gud-giš: Akk. *alap niri*, “yoked ox.” See CAD A/1, p. 368b (under *alap niri*). According to Landsberger, MSL 8/1, pp. 67 and 76, the meaning “yoked ox” of gud-giš is restricted to Pre-Sargonic, Sargonic and Ur III texts; in OB and later sources the same term refers to oxen older than three years.

36a.

Text: CBS 14250 (NATN 497). Collated.

Previous treatment: Contents discussed by I. J. Gelb, *Volterra AV 6*, p. 151.

Origin: Nippur.

Date: ŠS 9/vii.

- 1) 5(wr. 4)(iku) gána ki giškirig giš gub-ba
- 2) 1(iku) gána KI.UD a-šag4-du6-an-na-gu-la
- 3) níg-sám(NÍNDA×ŠE.A)-bi
- 4) 1 1/3 ma-na kug-babbar
- 5) ^den-líl-lá-zi šeš-da-da ù ^dnanna-kug-zu
- 6) ur-^dEN.ZU-ke4
- 7) in-ne-ši-sà <<(UD)>>
- 8) tukumbi(ŠU.NÍG.BI.LAL) lú ba-a-dù
- 9) ki giškirig ki-ba(!) gá-gá-dam
- 10) mu lugal^{al}-bi in-pàd-éš
- 11) ^lú-^dEN.ZU
- rev. 12) ^ldu₁₀-ù-mu
- 13) ^lur-^dnin-urta
- 14) ^llugal-ibila
- 15) ^lšeš-kal-la
- 16) ^lur-^dEN.ZU
(space)
- 17) lú-inim-ma-bi-me
- 18) iti du6-kug-ga
- 19) mu é ^dšára umma^{ki}
- 20) ba-dù

Seal

^den-líl-lá-zi
dumu ur-^dEN.ZU

(1) Five(!) iku of an orchard, planted with date palms, (2) (and) one iku of uncultivated land, (both located in) the field of Du-anagula, (3) its price (is) (4) 1 1/3 mina of silver, (5) from Enlila-zi, Šeš-dada, and Nanna-kugzu (6) Ur-Sin (7) bought. (8) If someone else holds it (i.e., the sold land) in possession, (9) to give (another) orchard in its place (10) they (i.e., the sellers) swore by the name of the king. (11) Lu-Sin; (12) Du=umu; (13) Ur-Ninurta; (14) Lugal-ibila; (15) Šeš-kala; (16) Ur-Sin; (17) these are the witnesses. (18–20) Date. Seal of Enlila-zi, son of Ur-Sin.

Commentary

This text is unique among the Ur III sale documents, since the declaration of the guarantor pertaining to this transaction is recorded in a separate document (no. 36b).

There is no doubt that nos. 36a and 36b deal with the same transaction, as they mention the same real estate and the same seller (Enlila-zi), bear impressions of the same seal, and date to the same month and year.

1. Clearly written 4(iku). The emendation is based on no. 36b, which reads 5(iku). However, it is equally possible that it is no. 36b which is in error.

For *giš gub-ba*, see commentary to no. 26:1.

2. For the term KI.UD, see 3.2.1.1 and 3.2.1.2.

7. Note the spelling *sà* for *sa₁₀*.

⟨⟨UD⟩⟩: It appears that the scribe originally intended to introduce the eviction clause (ll. 8–10) with *ud*, “when, if.”

8–10. For this clause, see 2.7.1.1.

ki-ba . . . gar / gá-gá: “to replace,” lit.: “to give in place of something else.” Cf. 2 sar *é-gá-nun ur-šag₅-ga-a šag₄-kug-gi ki-ba in-na-gá-gá*, “Šag-kuge will give to Ur-šaga 2 sar of a storehouse in its place (i.e., in place of another 2 sar)” (Sollberger, *AOAT* 25, pp. 435–436, no. 1:11–13). For other Ur III examples of this construction, see Falkenstein, *NSGU* 3, p. 111; M. Yoshikawa, *JNES* 27 (1968):253. In the OB exchange documents from Nippur, *ki-ba . . . gar / gá-gá* is used in the sense “to exchange.” See Poebel, *BE* 6/2, pp. 15–19.

For the spelling *lugal^{al}*, attested only in the Ur III texts from Nippur, see Sauren, *ZA* 59, 48, 50.

12. *du₁₀-ù-mu*: Probably the same name as *du-ú-mu*, cited by Limet, *Anthroponymie*, p. 402.

36b.

Text: Ni. 13527 (*NRVN* 1 238). Collated by N. Yoffee. ✓

Origin: Nippur.

Date: ŠS 9/vii.

- 1) 5(iku) *gána ki giš₆kiri₆ giš gub-ba*
- 2) 1(iku) *gána KI.UD a-šag₄-du₆-an-na<-gu-la>*
- 3) *inim den-líl-lá-zi nu-kur-ra-a*
- 4) *á-zi-da*
- 5) *mu lugal^{al}-bi in-pàd*
- rev. 6) *tukumbi(ŠU.NÍG.BI.LAL)*
- 7) *lú-kur ba-a-dù*
- 8) *ki giš₆kiri₆ ki-fba^l*
- 9) *gá-gá-dam*
(space)
- 10) *iti du₆-kug*
- 11) *mu é dšá-ra umma^{ki} ba-dù(wr. NI)*

Seal

^den-líl-lá-zi

dumu ur-^dEN.ZU

(1) Five iku of an orchard, planted with date palms, (2) (and) one iku of uncultivated land, (both located in) the field Du-ana-gula; (3) that the “word” of Enlila-zi will not change (regarding this property), (4) Azida (5) swore by the name of the king. (6) If (7) someone else holds it (i.e., the sold land) in possession, (8–9) to give (another) orchard in its place (he swore by the name of the king). (10–11) Date. Seal of Enlila-zi, son of Ur-Sin.

Commentary

This text is a sworn declaration of the guarantor, regarding the sale transaction recorded in no. 36a. The guarantor promises that the “word” of the principal seller (Enlila-zi) will not change, i.e., that he will not violate the agreement. This statement is followed by an eviction clause, the implications of which are somewhat unclear. According to my interpretation, the stipulations of the clause refer to the guarantor. Analogous to the sellers in no. 36a:8–10, the guarantor undertakes to give a substitute orchard if the buyer should be evicted. This would mean that the sellers and the guarantor are co-responsible in the case of eviction. See in detail 2.11.2 and 2.11.3.

2. The name of the field is emended after no. 36a:2.

3–5. For this clause, see 2.6.3.3.

Note the spelling *kur* for *kúr*, Akk. *nakāru*, “to be different,” *nukkuru*, “to change, violate.” Sauren, *ZA* 59, 3, 50, mistakenly read the whole l. 3 as a personal name.

6–9. For this clause, see 2.7.1.

Note the spelling *lú-kur* for *lú-kúr*, Akk. *nakru, šanû*, “stranger, someone else.” For this word, see Falkenstein, *NSGU* 3, p. 132.

37.

Text: Un-numbered tablet from the Sharp Ogden Collection, the Museum of the University of Manchester. Copy pl. IV.

Previous treatment: T. Fish, *JMEOS* 15 (1930):41–42 no. 2 (translit. and transl.).

Origin: Nippur.

Date: IS 1/vii/2.

- 1) 1 *gud-giš*
- 2) *níg-sám^{am}-bi*
- 3) 8 1/3 *gín kug-babbar*
- 4) *ur-^den-líl-lá-ke₄*
- 5) *kur-da-šu*

- 6) lú-danna [ù]
 7) šu-é-a dum[u a-ti-DINGIR(?)]-me]
 8) in-ne-[ši-sa₁₀]
 9) nu-gi₄-gi₄-d[a]
 10) mu lugal-bi [in-pàd(-dè-és)]
 11) ur-šag₅-ga
 12) dumu za-an-za-[ni]
 13) gáb-gi-b[i-im]
 rev. 14) un-d[a-ga]
 15) dumu lugal-k[u(?)]-li(?)
 16) á-zi-da [x]
 17) lugal-me-düg-ga
 18) bu-ú-la šidim
 19) lú-inim-ma-bi-me
 (space)
 20) iti du₆-kug-ga
 21) ud 2 ba-zal
 22) mu di-bi-dEN.ZU lugal

Seal

kur-da-šu
 dumu a-ti-[DINGIR(?)]

(1) One yoked ox, (2) its price (is) (3) 8 1/3 shekels of silver, (4) Ur-Enlila (5) (from) Kurdašu, (6) Lu-Nanna, [and] (7) Šu-Ea, sons [of Ati-DINGIR(?)], (8) [bought]. (9–10) [They (i.e., the sellers) swore] by the name of the king not to contest. (11) Ur-šaga, (12) son of Zanzan[i], (13) [is] the guarantor. (14) Un-d[aga], (15) son of Lugal-k[uli(?)]; (16) Azida, the [x]; (17) Lugal-meduga; (18) Bu=ula, the mason; (19) these are the witnesses. (20–22) Date. Seal of Kurdašu, son of Ati-[DINGIR(?)].

Commentary

- For gud-giš, “yoked ox,” see commentary to no. 35:1.
 - The personal name is reconstructed on the basis of the seal. The reconstruction dum[u-ni-me] is also possible. In that case, Lu-Nanna and Šu-Ea would not be Kurdašu’s brothers but his sons.
 - For the name Zanzani, see Gelb, *MAD* 3, p. 309 (under ZNZN?). This name was misread by Limet, *Anthroponymie*, p. 568, as Za-dHa-ia.
 - For this clause and the term gáb-gi-(n), see 2.11.1.2.
 - For the name Lugal-kuli, see Limet, *Anthroponymie*, p. 467.
- Seal. For the name Ati-DINGIR, see Gelb, *MAD* 3, p. 82 (under xT²x?).

38.

Text: Ni. 453 + 1551 (NRVN 1 223 + 251). Collated by N. Yoffee; H. Waetzoldt, *OA* 14, 311.

Origin: Nippur.

Date: IS 1/xii/16.

- 1) 2 sar é-dù-a é-šu-sì-ga
 2) nfg-sám-bi 2/3 ma-na kug-še
 3) á-da-da [(. . .)]
 4) [x-x]-[. . .]
 5) [in-ši-sa₁₀]
 6) [nu-gi₄-gi₄-da(?)]
 7) [mu lu] [gal-bi in-pàd]
 8) lugal-ez[en]
 9) lú-din[anna]
 10) lugal-á-zi-d[a]
 11) šu-eš₄-dar
 12) bu-la
 rev. 13) ur-dEN.ZU
 14) lugal-iti-da
 15) lú-inim-ma-bi-me
 16) iti še-gur₁₀-kud ud 16 ba-zal
 (space)
 17) mu di-bi-dEN[ZU]
 18) lugal-àm

(1) Two sar of a built-up house-lot, (located?) at the . . . , (2) for its price, 2/3 mina of silver, (3) (from?) Adada (4) [X-x]-[. . .] (5) [bought]. (6–7) [He swore (i.e., the seller)] by the name of the king [not to contest(?)]. (8) Lugal-ez[en]; (9) Lu-In[anna]; (10) Lugal-azid[a]; (11) Šu-Eštar; (12) Bula; (13) Ur-Sin; (14) Lugal-itida; (15) these are the witnesses. (16–18) Date.

Commentary

- é-šu-sì-ga: The meaning of é-šu-sì-ga is unknown. This term appears in the building inscriptions of Rim-Sin (*SAKI*, pp. 216 7a:35, 218 7d:26; *UET* 8 84:29). According to Sollberger and J.-R. Kupper, *Inscriptions Royales*, p. 203, é-šu-sì-ga “ . . . désigne un certain local du temple.”
- Since the case ending is not preserved, it cannot be established whether Adada is the seller or the buyer in this transaction.

39.

Text: HS 1052 (*TMHC n.F.* 1/2 52). Collated by J. Oelsner. ✓

Origin: Nippur.

Date: IS 2/iii/10+[x(?)].

- 1) 2 dúsu-nita(wr. ANŠE.NITA.LIBIR)
- 2) níg-sám-bi 8 1/2 gín kug-bar₆-bar₆
- 3) [x]-[. . .]
- 4) [lugal-kar-ri(-šè)]
- 5) [in-ši-sa₁₀]

(rest destr.)

rev. (begin. destr.)

(space)

- 1') iti sig₄-a ud 20+[x(?)] ba-zal
- 2') mu en ^dinanna
- 3') unug^{ki}-ga máš-e in-pàd

Seal

[bu-šu-DINGIR]	[dub-sar]
šagina	dumu be-lí-DÙG
dēr(BĀD.AN) ^{ki}	rá-gaba
[lugal-kar-ri]	[árad-zu]

(1) Two asses, (2) their price (is) 8 1/2 shekels of silver, (3) [X]-[. . .] (4) [(from) Lugal-kare] (5) [bought]. [. . .] (1'-3') Date. Seal of [Lugal-kare], [the scribe], son of BĒli-ṭāb, the mounted messenger, dedicated to [Pūšu-ilum], the governor-general of Dēr.

Commentary

2. For kug-bar₆-bar₆ as an archaic writing of kug-babbar, see Landsberger, *WZKM* 57 (1961):19 n. 70. Cf. also Civil and Biggs, *RA* 60 (1966):15; Sauren, *ZA* 59, pp. 21-22. The same writing occurs also in nos. 91:2, 94:3, and 94*:2, all three stemming from Umma.

3-4. Assuming that the owner of the seal (i.e., Lugal-kare) is the seller, his name cannot be reconstructed in l. 3 (even though in the construction with the verb sa₁₀ the name of the seller usually precedes the name of the buyer, see 2.1.1.2), since the first sign is definitely not lugal.

Seal. The same seal is impressed on the Nippur tablets *NATN* 108 (IS 1/xiii), 133 (IS 1/vii); *NRVN* 1 168 (IS 1/xiii).

bu-šu-DINGIR: To be interpreted as Pūšu-ilum or Pūšu-ilī. Cf. the name pū-su-lí, cited by Gelb, *MAD* 3, p. 211 (under *pum*).

40.

Text: Ni. 1486 (*NRVN* 1 220). Collated by N. Yoffee; H. Waetzoldt, *OA* 14, 311. ✓

Origin: Nippur.

Date: IS 2/v.

- 1) [l g]ud-giš
- 2) [nig-sám^m]-bi
- 3) [x g]n kug-babbar-šè
- 4) [ur-^d]nusk₄-ke₄
- 5) [x(-x)-PA]P(?)^{-ka}
- 6) [in-ši]-sa₁₀
- 7) [x-x]-kug
- 8) [x(-x)]-[x]-ga ašgab [. . .]-[x]-ma
- 9) [. . .]-[x] [. . .]-DU

(rest destr.)

rev. (begin. destr.)

- 1') [. . .] [x] [. . .]

(space)

- 2') [lú-in]im-ma-bi-me

- 3') [iti N]E-NE-gar [mu e]n ^dinanna [unu]g^{ki}-ga máš-e íb-pàd

(1) [One] yoked [o]x, (2) for its [price], (3) [x she]kels of silver, (4) [Ur]-Nusku (5) from [X(-x)-PA]P(?) (6) bought. (7) [X-x]-kug; (8) [X(-x)]-[x]-ga, the leather-worker of [. . .]; (9) [. . .]-[x], the [. . .], [. . .]; (1') [. . .] [x] [. . .]; (2') these are the witnesses. (3') Date.

Commentary

1. For gud-giš, "yoked ox," see commentary to no. 35:1.

41. ✓

Text: CBS 14251 (*NATN* 498). Collated.

Origin: Nippur.

Date: IS 2/xi.

- 1) 1 sag-SAL
- 2) nin-dùg-ga
- 3) mu-ni
- 4) níg-sám-ma-ni 2 gín kug-babbar
- 5) ^den-líl-lá-al-šag₅-gi
- 6) nita-ra
- 7) in-ši-sa₁₀
- 8) giš-gin₇ i-na-ra-bala

- 9) má-gurg-ri-e
 10) íb-gi-ni
 11) 1^{den}-líl-lá-mu dumu nita
 12) 1^{im}-ti-dam engar
 13) 1^{ma}-an-gu-ul
 14) 1^{lú}-é-a-[n]ja
 rev. 15) 1^{ur}-diškur engar
 16) 1^{li}-bu-úr
 17) lú-inim-ma-bi-me
 18) lú lú-ra nu-gi₄-gi₄-dè
 19) mu lugal^{al}-bi i-pàd
 (space)
 20) iti zíz-a
 21) mu en ^dinanna unug^{ki} máš-e i-pàd

Seals

nita
 dumu a-bu

má-gurg-ri
 dumu a-bu

(1) One woman, (2–3) her name is Nin-duga, (4) her price (is) 2 shekels of silver, (5) Enlil-alšag (6) from Nita (7) bought. (8) He (i.e., Nita) made her cross the giš-gana. (9) Magure (10) guarantees. (11) Enlilamu, son of Nita; (12) Imtidam, the farmer; (13) Mangul, the farmer; (14) Lu-Eanna; (15) Ur-Iškur, the farmer; (16) Libūr; (17) these are the witnesses. (18–19) They swore by the name of the king not to contest one against the other. (20–21) Date. Seals of Nita and Magure, sons of Abu.

Commentary

8. For this clause, see 2.4.

giš-gin₇: Note the phonetic spelling -gin₇ for gana.

i-na-ra-bala: Note that the text uses the infix -ra-, in place of the expected -ta-. For the ablative infix -ra-, which is most probably a phonologically conditioned alternate of -ta-; see G. Gragg, *Infixes*, pp. 93–98.

9–10. For this clause, see 2.11.1.5. Note that the guarantor is the brother of the seller (see the seals).

11. The seller's son.

42.

Text: UM 29-13-972 (NATN 610). Collated by D. I. Owen. ✓

Origin: Nippur.

Date: IS 2.

- 1) 1 sag-SAL ni-za-ti-a mu-ni-im
 2) [ni]g-sám-ma-ga-ni [x]+4 1/2 gín kug-babbar [ki] wa-ru-ru ama(!)-na-ta
 3) lugal-ezen-e
 4) in-ši-sa₁₀
 5) ^dEN.ZU-illat
 rev. 6) lú-ki-na-ab-dam-bi-im
 7) wa<-ru>-ru
 8) lugal-ezen-ra
 9) téš-bi nu-ub-gi₄-gi₄-da
 10) mu lugal-bi in-pàd
 11) lú-gir-gi₄-lu^{mušen} simug kug-lal-bi-im
 12) igi a-la-fla^l-šè
 13) 1^{ur}-^dEN.ZU
 14) 1^{ur}(?)-x-x-x^l-ma
 u.e. 15) lú-inim-ma-bi-me
 16) mu en ^dinanna unug^{ki}-ga máš-e i-pàd

Seals

wa-ru-ru
 dam ur-^dli-si₄-na

^dEN.[ZU-illat]
 sa[gi](ŠILA.ŠU.[DU₈])
 dumu ba-al-f^dug(?)}

(1) One woman, her name is Nizati^a, (2) her silver of the price (is) [x]+4 1/2 shekels, from Waruru, her mother, (3) Lugal-ezen (4) bought. (5) Sin-illat (6) is the guarantor. (7–10) Waruru swore «together» for Lugal-ezen that she will not contest. (11) Lu-girgilu, the smith, was the weigher of silver. (12) Before Alala; (13) Ur-Sin; (14) 1^{ur}(?)-x-x-x^l-ma; (15) these are the witnesses. (16) Date. Seals of Waruru, wife of Ur-Lisina, and Si[n-illat], the cup[bearer], son of Baldu(?).

Commentary

1. ni-za-ti-a: For this PN, see the names ni-za-at and ni-za-tum, cited by Gelb, *MAD* 3, p. 209 (under NZ?).

2. [ni]g-sám-ma-ga-ni /nig-sam-ak-ani/: For this construction, see commentary to no. 13:4–5.

5-6. For this clause, see 2.11.1.1. Note the spelling lú-ki-na-ab-dam, in place of the expected lú-gi-na-ab-túm.

7-10. The faulty use of téš-bi, "together, jointly," in this clause probably reflects the fact that in the actual transaction the promise of no-contest was made both by the seller and the buyer. See 2.6.2.

11. For this clause, see 2.12.

Seals. Note the spelling dli₉-si₄-na for the regular dli₉-si₄(-na). Cf. Sauren, ZA 59, 33.

sagi: Akk. šāqiu, "cupbearer." For the reading, see Jacobsen, ZA 52 (1957):119 n. 59.

ba-al-dug: For this PN, see Limet, *Anthroponymie*, p. 382.

43.

Text: CBS 9266 (NATN 265). Collated. ✓

Origin: Nippur.

Date: IS 3/iv.

- 1) 1 sag-SAL su₄(?)-NE-a
 - 2) e-lí-ša-sar-ru-um
 - 3) mu-ne-im
 - 4) níg-sám(wr. ÁG)ám-e
 - 5) 3 1/2 gín kug-babbar
 - 6) á-zi-da
 - 7) ḥu-ḤAR-NE-ša mu sar-ru-ba-ni
 - 8) [in]-ši-sa₁₀(wr. ÁG)
(rest destr.)
- rev. (begin destr.)
- 1') [igi] [lú-x]-[...]
 - 2') igi lú-é-a
 - 3') igi šeš-da-da
 - 4') igi gír-ni
(space)
 - 5') iti šu-numun-ka mu si-mu-ru-um

Seal

ḥu-ḤAR-NE-ša-am
dumu SIA-a

(1) One woman, the . . . , (2-3) her name is Eliša-šarrum, (4) (her) price (is) (5) 3 1/2 shekels of silver, (6) Azida (7) from Ḥu-ḤAR-NE-ša(m), representing Šarrum-bāni, (8) bought. [...]; (1') [before] [Lu-x]-[...]; (2') before Lu-Ea;

(3') before Šeš-dada; (4') before Girni. (5') Date. Seal of Ḥu-ḤAR-NE-ša(m), son of SIA-a.

Commentary

As I interpret this text, the actual owner of the slave woman is Šarrum-bāni, and Ḥu-ḤAR-NE-ša(m) only acts as his representative.

1. su₄(?)-NE-a: The reading and meaning of this term is not known. From the context, it must be some kind of description, referring either to the physical qualities or to the ethnic origin of the slave woman. One could consider the reading su₄-bir₉-a, "Subarian."

2. Eliša-šarrum: For this PN, cf. sar-ru-al-su and the names of the type DN-al-su, cited by Gelb, *MAD* 3, p. 37 (under *al* "upon").

4. Note the unorthographic spelling ÁG for NÍNDA×ŠE (also l. 8).

7. I take it that mu sar-ru-ba-ni is a defective spelling of mu sar-ru-ba-ni-šè, "in place of Šarrum-bāni." See commentary to no. 121:8. Alternatively, one could read this phrase: muḥaldim sar-ru-ba-ni, "the cook of Šarrum-bāni."

ḥu-ḤAR-NE-ša: The same PN is written ḥu-ḤAR-NE-ša-am in the seal inscription. I am unable to offer any plausible interpretation of this name.

44.

Text: Ni. 5446. Copy pl. V.

Previous treatment: F. R. Kraus, *JCS* 3 (1949):103 and nn. 37-38 (partial translit. and transl.).

Origin: Nippur.

Date: IS 3/vi.

- 1) 1 sag-SAL
 - 2) a-lí-a-ḥi mu-ni
 - 3) kug-babbar-bi 2 gín
 - 4) ki al-ba-ni-dug₄-ta
 - 5) lú-nin-gal-ke₄
 - 6) in-si-in-sà
 - 7) mu lugal géme-gá
 - 8) ḥi-a bí-in-du
- rev. 9) igi lugal-dúr-dùg-ga-šè
- 10) igi a-a-kal-la dumu úr-ra(?)^X-šè
 - 11) igi ur-tum-ma-lá-šè
 - 12) igi lú-uru-dùg-ga-šè
(space)
 - 13) iti ezen-^dnin-a-zu
 - 14) mu si-mu-ru-um^{ki} ba-ḥul

Seal

al-ba-ni-duga

àga-ús lugal

dumu ur-^ddumu-[zi(?)]

(1) One woman, (2) her name is Alī-aḫī, (3) her silver (i.e., her price) (is) 2 shekels, (4) from Al-banidug (5) Lu-Ningal (6) bought. (7) "By the name of the king, (8) she is truly my slave woman," he (i.e., Al-banidug) declared. (9) Before Lugal-durduga; (10) before A²akala, son of Ur-ra(?)-X; (11) before Ur-Tummal; (12) before Lu-uruduga. (13–14) Date. Seal of Al-banidug, the royal gendarme, son of Ur-Dumuzi(?).

Commentary

This text was excavated at Nippur, but it uses a "Reichskalender" month-name.

See 1.2.

6. Note the spellings -si- for -ši- and sà for sa₁₀.

7–8. For this clause, see 2.7.5.

I assume that géme-gá stands for géme-mu, but unless -gá is a scribal error, the replacement of -mu by -gá would be difficult to explain. ḫi-a bí-in-du is phonetic for ḫé-a bí-in-duga.

45.

Text: YBC 9827. Copy pl. V.

Origin: Nippur.

Date: IS 3/ix.

- 1) 1 sag-SAL a-la-NE
- 2) mu-ne ba-sa(?)
- 3) kug níg-sám(wr. ÁG)-ma-ni
- 4) 5 gín kug-babbar
- 5) ip-ku-ša
- 6) ù šu-^dnin-mug šeš-bì
- 7) un-da-ga in-ne-ši-sà
- 8) tukumbi
- 9) gá-la in-dag(!)
- 10) ne-me arad ḫa-me
- 11) lú lú nu-ki-ki-dè
- rev. 12) mu lugal-bi in-pàd
- 13) igi ur-me-me-šè
- 14) igi engar-dùg-ga-šè
- 15) igi maš-gu-la-šè
- 16) igi ad-da-kal-la-šè

17) igi lú-dingir-ra-šè

18) igi šu-^dnin-sún-šè ga-ab-gi-bi
(space)

19) iti gan-gan-ni

20) mu si-mu-ur(wr. MA)-ru-um ba-ḫul

(1–2) One woman, named Ala-NE, (3) the silver of her price (is) (4) 5 shekels, (5) from Ipqūša (6) and Šu-Ninmug, her brothers, (7) Undaga bought. (8) If (9) she stops working (or: runs away), (10) they (i.e., the sellers) will become slaves (in her place). (11–12) They swore by the name of the king not to contest one against the other. (13) Before Ur-Meme; (14) before Engar-duga; (15) before Maš-gula; (16) before Adda-kala; (17) before Lu-dingira; (18) before Šu-Ninsun, the guarantor. (19–20) Date.

Commentary

2. mu-ne ba-sa(?): The sign -sa(?) may be a phonetic spelling for sa₄. For the verb mu . . . sa₄, cf. bàd-bi NAME mu-bi ḫé-im-mi-sa₄, "I called this fortress with such-and-such name" (*Iraq* 13 [1951]:27 and pls. 13–14 l. 48); é-ba NAME ḫé-im-mi-sa₄ (*UET* 1 128:27–29). If my identification is correct, the literal meaning of mu-ne ba-sa(?) would be "her name is called (Ala-NE)."

3. Note the unorthographic spelling ÁG for NÍNDA×ŠE.

7. Note the spelling sà for sa₁₀.

8–10. For this clause, see 2.8.

ne-me arad ḫa-me: Probably to be interpreted as /nemeš arad ḫameš/, where /nemeš/ is the demonstrative pronoun ne-meš, Akk. *annūtu*, "these," which is used both independently and as a suffix. For this pronoun, see Jacobsen, "Very Ancient Texts: Babylonian Grammatical Texts," in D. Hymes, ed., *Studies in the History of Linguistics: Traditions and Paradigms* (Bloomington, 1974), p. 45. For the construction, cf. zé-e-me maškim-a-ni [ḫ]é-me, "be their bailiff yourself" (*ITT* 3 6155:6–7 = *TCS* 1 128), and tukumbi . . . nu-mu-túm géme ì-bí-la PN-ke₄-ne ḫa-a-me-èn bí-in-dug₄-ga, "if . . . I do not produce (the witnesses), I will become a slave woman of the heirs of PN," she declared" (Sollberger, *AOAT* 25, pp. 441–442 no. 6:5–10).

11. Note the spelling ki-ki for gi₄-gi₄.

18. For the term gáb-gi-(n), here spelled syllabically, see 2.11.1.2.

19. Note the spelling gan-gan-ni for gan-gan-è.

46.

Text: Ni. 739 + 1565 (NRVN 1 214). Collated by H. Waetzoldt, OA 14, 11. ✓

Origin: Nippur or Dusabara.

Date: IS 3/xii.

- 1) 1 sag-[nita]
- 2) lú-^den-líl-lá mu-ni-im
- 3) níg-sám-bi 3 gín kug-babbar
- 4) ki a-lí-ba-aš-ti ama-ni-ta
- 5) ù a-ḥa-ni-šu dumu-ni-ta
- 6) lú-^dinanna-ke₄
- 7) [i]n-sa₁₀
- 8) [šu]-^dnin-šubur lú-gi-[na]-ab-túm-bi-im
- 9) [i]gi šu-ma-mi du[mu] [x]-[...]
- 10) igi lú-^dEN.ZU du[mu...]
- 11) igi a-ḥa-ni-šu gúda [(...)]
- 12) igi ḥa-la-mu dumu ir-ri-[ib]
- rev. 13) igi DINGIR-ba-ni dub-sar
- 14) igi [x-x]-[...]
- 15) [igi] lú(?)-[x-x] [x] [...]
- 16) [igi] lú(?)-[x-x] [...]
- 17) [igi...]
- 18) [lú-inim-ma-bi-me(?)]
- 19) inim [nu-ši-kúr(?) -da]
- 20) mu [lugal-bi in]-f-pād
- 21) šag₄ [du₆-sa-bar]-ra
(space)
- 22) iti ezen-me-[ki]-[gál]
- 23) mu ^dḫ-bí-^dE[ⁿ.ZU]
- u.e. 24) lugal úr^{ki}-m[a-ke₄]
- 25) si-mu-ru-um^{ki} mu-[ḫul]

Seals

a-lí-ba-aš-t[i]
dumu ba-^fba^l-a

šu-^dnin-šubur
dumu ba-ba-a

(1) One [man], (2) his name is Lu-Enlila, (3) his price (is) 3 shekels of silver, (4) from Alī-bašti, his mother, (5) and from Aḥa-nišū, her son, (6) Lu-Inanna (7) bought. (8) [Šu]-Ninšubur is the guarantor. (9) Before Šu-Mami, so[n] of [X]-[...]; (10) before Lu-Sin, so[n] of [...]; (11) before Aḥa-nišū, the guda-priest

[(...)]]; (12) before Ḥalamu, son of Ir^ḫi[b]; (13) before Ilum-bāni, the scribe; (14) before [X-x]-[...]; (15) [before] Lu(?)-[x-x] [x] [...]; (16) [before] Lu(?)-[x-x] [...]; (17) [before ...]; (18) [these are the witnesses(?)]. (19–20) They (i.e., the sellers) swore by the name [of the king that they will not change(?)] the agreement. (21) In [Dusaba]ra. (22–25) Date. Seals of Alī-bašti, daughter of Baba^a, and Šu-Ninšubur, son of Baba^a.

Commentary

This text, like no. 44, was excavated at Nippur, but it bears a “Reichskalender” month-name. Its origin is most probably Dusabara. See 1.2.

4. Alī-bašti: For this PN, see Gelb, *MAD* 3, p. 92 (under *bāštum*); *CAD* B, p. 143b.

6. Lu-Inanna may be the same person as the buyer in nos. 24 and 28.

8. For this clause and the term lú-gi-na-ab-túm, see 2.11.1.1. Note that the guarantor is the brother of the seller.

11. gúda-(g): Akk. *pašišu*, “a type of priest,” lit.: “the anointed one.” See Jacobsen, *PAPS* 107 (1963):477 n. 11; Sollberger, *TCS* 1, p. 124; Renger, *ZA* 59, 143–172.

19–20. For this clause, see 2.6.3.3.

21. du₆-sa-bar-ra: A small town located in the vicinity of Nippur. See *RGTC* 2, p. 36; Whiting, *ZA* 69 (1979):16 n. 19.

47. ✓

Text: HS 2444 (formerly BJ 71) (*ArOr* 7 [1935]:pl. III no. 1). Collated by J. Oelsner.

Previous treatments: A. Ungnad, *ArOr* 7, 8 (transl.); I. Mendelsohn, *Slavery*, p. 35 (translit. and transl.).

Origin: Nippur.

Date: IS 3/xii.

- 1) 1 sag-SAL maš-da₅-gu-l[a] mu-ni-im
- 2) níg-sám-a-ni
- 3) 5(gur) še gur
- 4) ur-^den-líl-lá-ke₄
- 5) ur-^ddumu-zi-da-ra
- 6) in-ši-sa₁₀
- 7) nu-gi₄-gi₄-da
- 8) mu lugal^{al}-bi ì-pād
- 9) ^lur-^da-ba-ba
- 10) ^ḫkud-da-mu zadim
- 11) ^ḫú-^den-líl-lá
- 12) ^ḫlugal-me-dùg-ga

- lo.e. 13) lugal-ibila dumu ku-za
 rev. 14) lú-inim-ma-bi-me
 15) iti še-gur₁₀-kud
 (space)
 16) mu si-mu-ru-um^{ki} ba-ḫul

Seal

ur-^d[dumu-zi-da]
 dub-[sar]
 dumu ur-[x]-[. . .]

(1) One woman, her name is Mašda-gul[a], (2) her price (is) (3) 5 gur of barley, (4) Ur-Enlila (5) from Ur-Dumuzida (6) bought. (7-8) He (i.e., Ur-Dumuzida) swore by the name of the king not of contest. (9) Ur-Ababa; (10) Kudamu, the stone-worker; (11) Lu-Enlila; (12) Lugal-meduga; (13) Lugal-ibila, son of Kuza; (14) these are the witnesses. (15-16) Date. Seal of Ur-[Dumuzida], the scr[ibe], son of Ur-[x]-[. . .].

Commentary

1. maš-da₅-gu-la: maš-da₅ is apparently a variant spelling of maš-dà, Akk. *šabūu*, "gazelle." Cf. the names maš-da₅ in no. 66*:8' and maš-da-tur, cited by Limet, *Anthroponymie*, p. 492.

10. zadim: Akk. *zadimmu*, "stone-worker, lapidary." See *CAD Z*, p. 10.

48.

Text: HS 1050 (*TMHC n.F.* 1/2 50). Tablet and envelope. Collated by H. Waetzoldt, *OA* 15 (1976):319, 325; 17 (1978):60.

Previous treatment: I. Mendelsohn, *Slavery*, pp. 35-36 (translit. and transl.).

Origin: Nippur.

Date: IS 5/x.

- 1) 1 sag-nita-àm
 2) šeš-dingir-mu
 3) mu-ni
 4) níg-sám^{àm}-ni-šè
 5) 5 1/2 gín kug-babbar
 6) ba-ši-lal
 7) a-bu-[a]-[. . . -šè]
 8) [. . .]
 9) [in-ši-sa₁₀]
 (rest destr.)
 rev. (begin. destr.)
 (space)

- 1') iti ga₆-ga₆-è
 2') mu dumu-SAL lugal énsi
 3') za-ab-ša-li ba-tuku

Seal

a-bu-a-[. . .]

(1) One man, (2-3) his name is Šeš-dingirmu, (4) as his price, (5) 5 1/2 shekels of silver (6) he (i.e., the buyer) weighed out. (7) [From] Abu-[a]-[. . .] (8) [PN] (9) [bought (him)]. [. . .] (1'-3') Date. Seal of Abu-a-[. . .].

Commentary

The reconstruction of this text is far from certain. I assume that the text uses the operative section of Type E (see 2.1.5), but it must be noted that this formulary is not attested in any other Nippur sales. The assumption that Abu-a-[. . .] is the seller is based on the fact that the tablet is sealed with his seal.

1'. ga₆-ga₆-è: Note the phonetic spelling ga₆-ga₆(ÍL-ÍL) for gan-gan.

49.

Text: UM 55-21-202 = 3 NT 13 (*NATN* 903). Collated by D. I. Owen. ✓

Origin: Nippur.

Date: IS 5/x.

- 1) 1 sag-SAL géme-é-
 2) zi-da mu-ni-im
 3) níg-sám^{àm}-ma-ni
 4) 4 gín kug-babbar
 5) za-an-ka ama-ni-ir
 6) ur-^dnusku nu-èš-ke₄
 7) in-ši-sa₁₀
 8) ur-^dg[ú]-[la] [da]m-gàr kug-[lal]-bi
 9) lugal-nam-tar-ri
 lo.e. 10) gáb-gi-bi-im
 rev. 11) lú lú nu-gi₄-gi₄-da
 12) mu lugal-bi in-pàd
 13) l_{ur}-sukal
 14) lú-bala-šag₅-ga
 15) lugal-nesag-e
 16) l_{ur}-nigin-gar
 (space)
 17) lú-inim-ma-bi-me
 18) iti ab-è

- 19) mu dumu-SAL lugal énsi
20) za-ab-ša-li^{ki}-ke₄ ba-an-tuku

Seal

za-an-ka
dumu ur-dun

(1–2) One woman, her name is Geme-Ezida, (3) her price (is) (4) 4 shekels of silver, (5) from Zanka, her mother, (6) Ur-Nusku, the nu-èš priest, (7) bought. (8) Ur-G[ula], the [mer]chant, was the weigher of silver. (9) Lugal-namtare (10) is the guarantor. (11–12) They(!) swore by the name of the king not to contest one against the other. (13) Ur-sukal; (14) Lu-balašaga; (15) Lugal-nesage; (16) Ur-nigingar; (17) these are the witnesses. (18–20) Date. Seal of Zanka, daughter of Ur-dun.

Commentary

6. nu-èš-a(k): Akk. *nêšakku*, “a type of priest.” See Renger, ZA 59, 138–141; Hallo, JNES 31, 90 and n. 17. The spelling nu-èš-ke₄ /nu-eš-ak-e/ appearing in the present text offers evidence, unsuccessfully sought by Edzard, ZA 55 (1963):93–94, 110, that this title is a genitival construction.

8. For this clause, see 2.12.

9–10. For this clause, see 2.11.1.2.

50.

Text: CBS 7218 (PBS 8/2 157 + NATN 5 [seals]). Collated. ✓

Previous treatments: E. Chiera, PBS 8/2, p. 136 (translit. and transl.); I. Mendelsohn,

Slavery, p. 35 (translit. and transl.).

Origin: Nippur.

Date: IS 7/v/12.

- 1) 1 sag-[nita]
2) a-a-zi-mu mu-ni-im
3) níg-sám-ma-ni 10 gín kug-babbar
4) ur-nigin-gar dumu ur-^dutu-ra
5) ur-^dkal-kal dumu ur-^den-líl-lá
6) in-ši-sa₁₀
7) lú nu-gi₄-gi₄-dè
8) mu lugal-bi ì-pàd-éš
9) igi lugal-á-zi-da dumu ba-lí-lí-šè
10) igi árad-dam dumu a-ba-^den-líl-gin₇-šè
rev. 11) igi lugal-kug-zu sukal kurušda-šè
12) igi a-da-lál kisal-luḥ-šè
13) igi zu-la àr-àr-šè

(space)

- 14) lú-inim-ma-[b]ji-me
15) iti NE-NE-gar ud 12 ba-zal
16) mu ús-sa bàd-gal nibru^{ki} ba-dù

Seals

ur-nigin-gar
dumu ur-^dutu

a-a-zi-mu

árad géme(!)-^dEN.ZU

(1) One [man], (2) his name is A^a-zimu, (3) his price (is) 10 shekels of silver, (4) from Ur-nigingar, son of Ur-Utu, (5) Ur-Kalkal, son of Ur-Enlila, (6) bought. (7–8) They swore by the name of the king not to contest one against the other. (9) Before Lugal-azida, son of Bal-ili; (10) before Aradam, son of Aba-Enlil-gin; (11) before Lugal-kugzu, the messenger of cattle-fatteners; (12) before Adalal, the courtyard sweeper; (13) before Zula, the miller; (14) these are the witnesses. (15–16) Date. Seals of Ur-nigingar, son of Ur-Utu, and A^a-zimu, the slave of Geme-Sin.

Commentary

Note that the sold slave places his seal next to the seal of the seller. For another instance of the sold person sealing a sale document, see no. 23. A^a-zimu is described in the inscription of his seal as the “slave of Geme-Sin.” Geme-Sin must have been the former owner of A^a-zimu, from whom he was inherited or purchased by Ur-nigingar.

12. kisal-luḥ: Akk. *kisalluḥḥu*, “courtyard sweeper (as a temple official).” See CAD K, p. 419.

51.

Text: Ni. 1833 + 2152 + 5589 (NRVN 1 213, photo of the rev. p. 113). Collated by N.

Yoffee; H. Waetzoldt, OA 14, 311.

Origin: Nippur.

Date: IS 7/[?].

- 1) 1 s[ag-SAL] nin-šeš m[u-ni-im]
2) níg-sám-ni [x gín kug-babbar]
3) nin-kar-ri [dam] a-ba-^den-líl-lá-gin₇
4) ad-da-ka[l-la]
5) in-ši-[sa₁₀]
6) ad-da-kal-la sukal ^dNÍNDA×GUD(!)
7) gáb-gi-bi-im
8) lú-^dinanna dumu ba-lul-ú-ka dam-gàr kug-lal-a-bi-im

- 9) ʿad-da-kal-la dumu du-du-a
 rev. 10) ʿur-^dšu-maḥ šu-i
 11) ʿnin-gud-KU dam si-dù
 12) ʿama-kal-la šag₄-zu(!)
 (space)
 13) [iti . . .]
 14) mu ʿús]-[sa ^di-bf-^dEN.ZU lugal-e] nibru^{ki} ú[ri^{ki}]
 15) bàd-gal-bi [mu]-[dù]

Seals

nin-kar-ri
 dam a-ba-
^den-líl-l[á-gin₇]

ad-da-kal-la
 sukal en-[x]-[. . .]

(1) One [woman], her name is Nin-šeš, (2) her price (is) [x shekels of silver], (3) (from) Nin-kare, [wife] of Aba-Enlil[la-gin], (4) Adda-ka[la] (5) [bought]. (6) Adda-kala, the messenger of ^dNÍNDA×GUD, (7) is the guarantor. (8) Lu-Inanna, son of Balulu, the merchant, was the weigher of silver. (9) Adda-kala, son of Dudu; (10) Ur-Šumah, the barber; (11) Nin-gud-KU, wife of Sidu; (12) Ama-kala, the midwife; (these are the witnesses). (13–15) Date. Seals of Nin-kare, wife of Aba-Enlila-[gin], and Adda-kala, the messenger of [. . .].

Commentary

3. For the name a-ba-^den-líl-lá-gin₇, see Limet, *Anthroponymie*, p. 363.
 6–7. For this clause, see 2.11.1.2.
^dNÍNDA×GUD. Probably to be read ^dindagar or ^dindagra. See ^dNÍNDA×AŠ×GUD = in-da-ga-a[r] (3 NT 220+ v 15 = Proto-Diri 7, courtesy M. Civil); ku(!)-sud in-da-ag-ra = ^dkug-sud ^dNÍNDA×GUD (*PBS* 10/2 13:3 + *VAS* 2 11 vi 2). Cf. J. Krecher, *ZA* 58 (1967):319.
 8. For this clause, see 2.12.
 12. šag₄-zu: Akk. *tš/sabsūtu*, “midwife.” See W. von Soden, *Afo* 18 (1957):120; Sauren, *ZA* 59, 5.
 11. nin-gud-KU: For this name, cf. šeš-gud-KU (*NATN* 927:11), gud-KU (*UET* 3 936:1), and nin-gud-gud (*TMHC n.F.* 1/2 36:4).
 Seal: The title sukal en-[x]-[. . .] in the seal inscription clearly corresponds to sukal ^dNÍNDA×GUD in the tablet (l. 6). Is en-[x]-[. . .] thus a syllabic spelling for indagar(^dNÍNDA×GUD)?

52.

Text: Ni. 218 (*NRVN* 1 219, photo of the rev. p. 113). Collated by H. Waetzoldt, *OA* 14, 311.

Origin: Nippur.

Date: IS ?/xii.

- 1) [1 g]ud mu 2
 2) [x] IM DA GÍR SI ZU KI
 3) [H]AR(?) - a H[AR] (?) - a íb-su (?) - éš (?)
 4) níg-sám-bi 4 1/2 gín kug-babbar
 5) ur-gar-ra
 6) DINGIR-da-da-mu
 7) árad amar-šúba(ZA.INANNA) šidim-gal-[ke₄]
 8) in-[ši]-sa₁₀
 9) [x]-[x]-la
 10) [x]-[x]-ba-ni
 lo.e. 11) [ʿ]ur-^den-líl-lá
 rev. 12) ʿur-^dda-mu
 13) ʿlú-^dinanna
 14) ʿur-^dEN.ZU
 15) ì-dug ^den-líl-lá
 16) ʿza-na-a-a ì-dug GÀR(?) . BE
 17) ʿur-maš-a šidim
 18) [l]ú-inim-ma-bi-me
 19) [m]u lugal-bi in-[pàd]
 (space)
 20) [iti] še-gur₁₀-kud
 21) [mu ^di]-bf-
 u.e. 22) [d]EN.ZU lugal
 23) [. . .] [x] gi(?) [x]
 24) [. . .] ab(?) [. . .]

Seal

ur-gar
 dumu ḥa-an-du

(1) [One] two-year-old ox, (2–3) . . . , (4) its price (is) 4 1/2 shekels of silver, (5) from Ur-gar (6) DINGIR-dadamu, (7) the slave of Amar-šuba, the chief mason, (8) bought. (9) [X]-[x]-la; (10) [X]-[x]-bāni; (11) [U]r-Enlila; (12) Ur-Damu; (13) Lu-Inanna; (14) Ur-Sin, (15) the doorkeeper of Enlil; (16) Zan^aa^a, the doorkeeper of . . . ; (17) Ur-maša, the mason; (18) these are the witnesses. (19) He (i.e., DINGIR-dadamu) swore by the name of the king (not to contest?). (20–24) Date. Seal of Ur-gar, son of Handu.

Commentary

A unique feature of this sale is that the purchaser of the ox is a slave. See 3.1.

2–3. The reading and meaning of these lines is obscure. Sauren, ZA 59, 48, read the last four signs in l. 2 as *gír^{ri}-su^{ki}*, but this reading is not confirmed by the collations.

16. The reading and meaning of *GÀR(?)*.BE is not known.

21–24. This year-name cannot be identified with any of the known formulae of Ibbi-Sin.

53.

Text: Ni. 13447 (NRVN 1 225). Collated by N. Yoffee; H. Waetzoldt, OA 14, 312. ✓

Origin: Nippur.

Date: [?].

(begin. destr.)

1') [. . . dumu] [x]-dug(?) -kug-ga-ra

2') *d*šu-*d*EN.ZU-*i*-*l*í-*ki*-*im*-*ni*

3') *in*-*ši*-*sa*₁₀

4') *k*ug-*bi* *šu*-*na* *ba*-*a*-*si*

5') ^{*lú*}*lú*-*ù* *la*-*ba*-*an*-*gi*₄-*gi*₄-*da*

6') *mu* *lugal*-*bi* *ì*-*pàd*-*d*[*è*-*éš*]

7') [*gi*]*r*-*ni*-*ì*-*šag*₅ *gu*-*z*[*a*-*lal*]

(rest destr.)

(rev. destr.)

Seal

Illegible

(1') From [. . . , son of] [x]-*du*(?) -*kuga*, (2') *Šu*-*Sin*-*ilí*-*ki*-*im**ni* (3') bought. (4') This silver filled his (i.e., the seller's) hands. (5'–6') They swore by the name of the king not to contest one against the other. (7') [*Gi*]*rni*-*išag*, the chair-[carrier]; [. . .] Seal of the seller(?).

Commentary

The occurrence of the PN with the element *Šu*-*Sin* in l. 2' offers an indication that the text cannot be earlier than the reign of *Šu*-*Sin*. Most probably it belongs to Ibbi-Sin's reign.

2'. *d*šu-*d*EN.ZU-*i*-*l*í-*ki*-*im*-*ni*: Probably to be translated: “*Šu*-*Sin*, my god, is like my right arm.” Cf. the name *ì*-*l*í-*ki*-*a*-*bi*, cited by Gelb, MAD 3, p. 137 (under *ki*). As an alternative, Professor Gelb suggested to me the interpretation *Šu*-*Sin*-*ilí*-*gim**li*; cf. MAD 3, p. 118 (under *gimlum*?).

4'. For this clause, see 2.2.1. Sauren, ZA 59, 50, read erroneously *ba*-*a*-*gá*.

54.

Text: Ni. 1001 (NRVN 1 212). Collated by N. Yoffee; H. Waetzoldt, OA 14, 311. ✓

Origin: Nippur.

Date: [?].

1) [l] *sa*[*g*-*ni*]*ta* *ad*-*da*-[*x*(-*x*) *m*]*u*-*ni*-*im*

2) [*n*í*g*-*sám*]-*ma*-*ni* 15 *gín* *kug*-*babbar*

3) [*ba*(?)]-[*ba*(?)]-*ti* *árad* *d**kug*-*sud*-[*ke*₄]

4) [*n*í*g*(?)]-*dug*₄-*g*]*a*-*ni* *dumu* *lú*-[*dùg*]-[*ga*]

5) [*in*-*ši*-*sa*₁₀] [*kug*]-*bi* *šu*-*na* [*ab*-*si*]

6) [. . .] [*x*] *gi* *b*[*i*(?) . . .]

7) [*lú* *lú* *la*-*ba*-*an*-*gi*]₄-*gi*₄-

8) [nothing(?)] *da*-*a*

9) [*mu* *lugal*]-[*bi*]*in*-*p*[*ád*]-

10) [nothing(?)] *dè*-*e*[*š*]

(rest destr.)

(rev. destr.)

Seal

[*n*í]*g*(?) -*dug*₄-*ga*-*ni*

dumu *lú*-*dùg*-*ga*

(1) [One] man, his name is *Adda*-[*x*(-*x*)], (2) his [price] (is) 15 shekels of silver, (3) [*Ba*(?)]-[*ba*(?)]-*ti*, the servant of the god *Kugsud*, (4) [from *Nig*(?) -*dug*]*ani*, son of *Lu*-[*duga*] (5) [bought]. This silver [filled] his (i.e., [*Nig*(?) -*dug*]*ani*'s) hands. (6) [. . .] (7–10) They swore [by the name of the king] not to contest [one against the other]. [. . .] Seal of [*Ni*]*g*(?) -*dug**ani*, son of *Lu*-*duga*.

Commentary

4 and Seal. The name *ní**g*-*dug*₄-*ga*-*ni* is attested also in NATN 921:10'.

5. For this clause, see 2.2.1.

6. Possibly to be reconstructed [PN] [*gáb*]-*gi*-*b*[*i*-*im*], “[PN] is the [guar]antor.”

55.

Text: Ni. 13357 (NRVN 1 217). ✓

Origin: Nippur.

Date: [?].

(begin. destr.)

1') [. . .] [*x* *x* *x*] *gín*(?) *kug*-*babbar*

2') *lugal*-*gub*-*ba*-*ni*-*e*

3') *ku*-*ra*-*ti*-*ì*-*l*í-*ra*

- 4') in-ši-sa₁₀
 5') da-da
 6') lú-inim-gi-[na]
 rev. 7') igi mu-mu [(...)]
 8') igi ur-tum-ma-al
 9') igi lugal-kar(wr. TE)-ri-šè
 10') igi ur-du₆-kug-ga
 11') igi lú-^dnanna-šè
 12') igi ḥu-wa-wa
 (space)
 13') [...] [x]
 (rest destr.)

Seal

da-da

dumu lú-dingir-ra

(1') [(The object x, its price is) y] shekels(?) of silver, (2') Lugal-gubani (3') from Qurād-ili (4') bought. (5') Dada (6') is the gua[rantor]. (7') Before Mumu [(...)] (8') before Ur-Tummal; (9') before Lugal-kare; (10') before Ur-dukuga; (11') before Lu-Nanna; (12') before Ḥuwawa. (13') [...] [x]. [...] Seal of Dada, son of Lu-dingira.

Commentary

3'. Qurād-ili: This name is also spelled ku-ra-ad-ì-lí, see Gelb, *MAD* 3, p. 227 (under *qurādum*).

5'–6'. For this clause, see 2.11.1.3. Note that the guarantor seals the tablet.

56.

Text: Ni. 2142 (*NRVN* 1 221). Collated by N. Yoffee; H. Waetzoldt, *OA* 14, 311. ✓

Origin: Nippur.

Date: [?].

- 1) 2 ème
 2) 1 amar-ga anše
 3) 13 gín kug-babbar-šè
 4) nam-ḥa-ni
 5) ip-ku-ša dam-gàr
 6) [i]n-si-sà
 7) [x]-am-ta
 8) [x]-dùg
 9) [x]-da-ni

- 10) [i]a-la-a kug-gál
 11) [x]-[x-x]-sar
 rev. 12) [...] àga-ús
 13) [lú-inim]-ma-bi-me
 14) [igi-bi-šè an]še ba-sum
 15) [mu lugal-b]i ba-pàd(wr. IGI.[R]JU)
 (rest destr.)

(1) Two she-asses (2) (and) one suckling ass, (3) for 13 shekels of silver, (4) (from?) Namḥani (5) Ipqūša, the merchant, (6) bought. (7) [X]-amta; (8) [X]-dug; (9) [X]-dani; (10) [L]ala^a, the canal-inspector; (11) [X]-[x-x]-sar; (12) [...], the gendarme; (13) these are the [wit]nesses. (14) [Before them, the as]ses were transferred. (15) The oath [by the name of the king] was sworn (that the seller will not contest?). [...]

Commentary

4–5. Since there are no case endings after the names, the identification of the seller and the buyer is uncertain.

6. Note the spelling -si-sà for -ši-sa₁₀.

10. kug-gál: (in the later periods written GÚ.GAL) Akk. *gugallu*, “inspector of canals.” See Jacobsen, *JNES* 5 (1946):130; Landsberger, *WO* 1 (1947–52):375 n. 84; Falkenstein, *NSGU* 3, p. 131; *CAD* G, pp. 121–122.

14. For this clause, see 2.5.

57.

Text: Ni. 974 (*NRVN* 1 222). Collated by N. Yoffee; H. Waetzoldt, *OA* 14, 311. ✓

Origin: Nippur.

Date: [?]/iv/16.

- 1) [x sa]r é [(...)]
 2) [x ma]-na [kug-babbar-šè]
 3) ur-^dnusku
 4) dumu ur-šag₅-ga-šè
 5) ur-^dnusku dumu ka-ka-ke₄
 6) ù ur-sa-an-da-ti
 7) in-ši-sa₁₀-áš
 8) mu lugal-bi al-pa
 9) Ika₅^a
 10) [I]g]ir-ni X-BU lugal-ezen
 (rest destr.)
 rev. (begin. destr.)
 1') [I...]-[x]

- 2') [l̄ir(?)]-[. . .]-f[x]
 3') l̄ur-sukal dumu lugal-iti-da
 4') l̄ú-dingir-ra dumu ka-ka
 5') l̄ur-šag5-ga
 6') dumu ur-^den-líl-lá
 7') l̄šu-^dir-ra simug kug-lal-a
 (space)
 8') lú-inim-ma-bi-me
 9') [it]i šu-numun(wr. BALA)
 10') [ud] 16 zal-l[a]
 11') [mu . . .]

(1) [x sa]r of a house ([. . .]), (2) for [x mi]na of silver, (3) from Ur-Nusku, (4) son of Ur-šaga, (5) Ur-Nusku, son of Kaka, (6) and Uršān-dādi (7) bought. (8) The oath by the name of the king was sworn (that the seller will not contest?). (9) Ka; (10) [G]irni, the . . . of Lugal-ezen; [. . .] (1') [. . .]-f[x]; (2') [l̄ir(?)]-[. . .]-f[x]; (3') Ur-sukal, son of Lugal-itida; (4') Lu-dingira, son of Kaka; (5') Ur-šaga, (6') son of Ur-Enlila; (7') Šu-Irra, the smith, the weigher of silver; (8') these are the witnesses. (9'-11') Date.

Commentary

Ur-Nusku, son of Kaka, appears as a buyer also in no. 1, which is dated to Š 36. This allows us to date the present text approximately to the late years of Šulgi or the reign of Amar-Sin.

6. Uršān-dādi: Composed of *uršānu*, "hero," a loanword from the Sumerian *ur-sag* (cf. *a-bí-UR.SAG*, *be-lí-UR.SAG*, *ur-sa(g)-núm*, and *ur-ša(-a)-nu-um*, cited by Gelb, *MAD* 3, pp. 67-68), and *dādu*, "beloved" (see *ibid.*, pp. 103-104).

8. Note the spelling pa for pād. Cf. Sauren, *ZA* 59, 24-25.

10. Perhaps to be read KA×X-BU. The meaning?

4'. Probably the brother of one of the buyers (Ur-Nusku, l. 5).

7'. For this clause, see 2.12.

58.

Text: CBS 6196 (*PBS* 9 41). Collated.

Previous treatment: D. O. Edzard, *SRU*, pp. 109-110 no. 57 (translit. and transl.).

Origin: Nippur.

Date: [?].

- 1) 1 sag-SAL
 2) sám-ma-ni 9 gín igi-6-gál kug-babbar
 3) á-sum-ma má-laḥ4
 4) lugal-KA-gi-na

- 5) dumu na-ba dam-gàr-ke4
 6) in-ši-sa10
 7) amar-šúba(ZA.INANNA) lú-kug-lal-bi
 8) l̄ú-^dnanna <<KI>>
 9) dumu ur-za-ka
 10) l̄ur-^den-líl-lá
 rev. 11) l̄ur-^dda-mu
 12) I[. . .]-f[x]
 13) [dumu(?) . . .]-f[x]-si
 14) I[. . .]-da
 15) l̄[ú(?)]-inim-ma-bi]-me(?)
 16) f[x] [. . . m]u
 (rest destr.)

(1) One woman, (2) her price (is) 9 1/6 shekels of silver, (3) (from) Asuma, the boatman, (4) Lugal-KA-gina, (5) son of Naba, the merchant, (6) bought. (7) Amar-šuba was the weigher of silver. (8) Lu-Nanna, (9) son of Urza; (10) Ur-Enlila; (11) Ur-Damu; (12) [. . .]-f[x], (13) [son(?) of . . .]-f[x]-si; (14) [. . .]-da; (15) these [are the witness]es(?). (16) f[x] [. . . m]u [. . .]

Commentary

Although this sale document was published by G. Barton in *PBS* 9 as a Sargonic text, both its script and formulary clearly indicate an Ur III date. Edzard, who was apparently misled by its inclusion in *PBS* 9, treated this text in his study of pre-Ur III legal documents (*SRU*, pp. 109-110), but he remarked that it is noticeably younger than Sargonic, tentatively suggesting the Gutian period.

7. For this clause, see 2.12.

59.

Text: IM 11120, 5 (*TIM* 5 8). Collated by J. N. Postgate. ✓

Origin: Nippur.

Date: [?].

(more than half of the obv. is missing)

- 1') [x sa]r(?) 8 2/3(?) [gín(?) é(?)
 2') [nig-sám-b]i(?) f[x] ma-na kug-babbar-šè
 3') [x(-x)-š]ag5-f[ga] dumu lugal-KA-gi-na-ka-ra
 4') [šu(?)]-ma-ma dam-gàr
 5') [i]n-ne-ši-sa10
 6') kug-bi šu-ne-ne-a ab-si
 7') lú-ù la-ba-an-^{g14}da-a
 8') mu ^dnin-urta

- rev. 9') mu lugal-bi al-pàd
 10') [. . .]-a
 11') [. . . -NIS]ABA
 12') [. . .]-ba
 13') [. . .]-la
 14') [x]-engar-[x]-me
 15') [x]-SAR-[m]e
 16') [x]-^dinanna] dumu á-[. . .]
 (rest destr.)

(1') [x sa]r(?) (and) 8 2/3(?) [gin(?) of a house(?)], (2') [its price (is) x] mina of silver, (3') from [x(-x)-š]aga, son of Lugal-KA-gina, (4') [Šu(?)]-Mama, the merchant, (5') bought (lit.: bought from them). (6') This silver filled his (lit.: their) hands. (7'-9') The oath by the name of Ninurta (and) by the name of the king was sworn that they will not contest one against the other. (10'-16') Names of several PN's; [. . . ; (these are the witnesses)].

Commentary

The Nippur provenience of the text is assured by the use of the kug-bi šu-a . . . si-(g) clause and the no-contest oath invoking Ninurta and the king, both these features being found only in Nippur sales.

Although there is only one seller listed in the text (l. 3'), the form in-ne-ši-sa₁₀, "he bought from them" (l. 5'), and the plural suffix -(a)-ne-ne after kug (l. 6') indicate that there was more than one seller. It appears that the beginning of the obverse, now destroyed, recorded another object of sale, its price, and another seller (or sellers). This interpretation is supported by the fact that, according to the editor of the text, more than one-half of the obverse is broken off. If this is correct, the present document had a very unusual structure, consisting of two separate transactions, which were connected by the same verb. Sale documents listing two and even more transactions are attested in the earlier periods (e.g., RTC 18 - Pre-Sargonic), but they always use a separate verb for each transaction.

6'. For this clause, see 2.2.1.

60.

Text: A 31179 = 6 NT 436. Copy pl. VI.

Origin: Nippur.

Date: [?].

(begin. destr.)

- 1') [kug-b]i šu-ne-n[e(-a) ab-si]
 2') lú-ù la-ba-an-^{g₁₄}da]
 3') mu ^dnin-urta

- 4') mu lugal-bi al-[pàd]
 5') [ur]-^dEN.ZU [ur-^da-ba-[ba]
 6') dumu ur-^dšakkan(GÌR)(?)-me
 7') ^dnanna-ki-á[g]
 8') ^kug-^dnan[na]
 9') [l(x)]-[x]-^dinanna
 lo.e. 10') [l . . .]-[á-x-x]
 11') [dumu(?) . . .]-[x]-me
 rev. 12') [l . . . -^dama]r-^dEN.Z[U]
 13') d[umu] énsi
 14') sanga-me
 15') ^sipad-KA-gi-na išib ^dnin-gidri
 16') ^uN-šagšag-šagšag [x] MU
 17') ^ba-zi-gi dumu ku[d- . . .]
 18') ^ur-^dnin-urta dumu [. . .]
 19') ^ur-^dšul-pa-è [. . .]
 20') [. . .] [x] [. . .]
 (rest destr.)

(1') This [silver filled] their hands. (2'-4') The oath by the name of Ninurta (and) by the name of the king was [sworn] that they will not [contest] one against the other. (5') [Ur]-Sin and Ur-Abā[ba], (6') sons of Ur-Šakkan(?); (7') Nanna-kiag, (8') Kug-Nan[na], (9') [(X)]-[x]-Inanna, (and) (10') [. . .]-[a-x-x], (11') [sons(?) of . . .]-[x]; (12') [. . . -Ama]r-Sin; (13') s[on of] the governor; (14') the temple administrators; (15') Sipad-KA-gina, the purification priest of Ningidri; (16') UN-šagšag, the [. . .]; (17') Bazige, son of Ku[d- . . .]; (18') Ur-Ninurta, son of [. . .]; (19') Ur-Šulpae, the [. . .]; [. . . ; (these are the witnesses)].

Commentary

1'. For this clause, see 2.2.1. The plural suffix -(a)-ne-ne indicates that there was more than one seller.

61.

Text: UM 55-21-142 = 2 NT 708 (NATN 884). Collated. ✓

Origin: Nippur.

Date: [?].

- 1) [1] sag-nita lugal-[ez]en mu-ni-im
 2) 1 sag-SAL nin-ab-gu-ul mu-ni-im
 3) [du]mu(?)-[SAL(?) nin-ab]-g[u-ul]
 (rest destr.)
 (rev. destr.)

- (1) [One] man, his name is Lugal-[ez]en, (2) one woman, her name is Nin-abgul, (3) the [daughter(?)] of [Nin-abgul], [. . .].

Commentary

This text is most probably a fragment of a sale document, dealing with the sale or self-sale of a married(?) couple and their child.

62.

Text: Wilberforce Eames Babylonian Collection in the New York Public Library Noor II (*Eames Collection*, pl. XIV = *Sauren N.Y. Public Library* 392). Collated.

Previous treatment: A. L. Oppenheim, *Eames Collection*, pp. 162–163 (translit. and transl.).

Origin: Nippur.

Date: Not dated.

- 1) [x]+1 2/3 sar 4 gín igi-4-gál é-dù-a [ù] [KI.UD]
- 2) sám-bi 18 gín igi-6-gál kug-babbar-šè
- 3) lú-ša-lim dumu da-da sanga
- 4) lú-bala-šags-ga dumu šes-kal-la
- 5) ^den-líl-da lugal-ĪAR dumu-ni-me
- 6) ù géme-^den-líl-lá dam-ni-ir
- 7) in-ši-sa₁₀

Seal

^dnin-urta
énsi-gal
^den-líl

- (1) [x]+1 2/3 sar (and) 4 1/4 gin of a built-up house-lot [and] [empty ground], (2) for its price, 18 1/6 shekels of silver, (3) Lu-šalim, son of Dada, the temple administrator, (4) from Lu-balašaga, son of Šes-kala, (5) Enlilda (and) Lugal-ĪAR, his sons, (6) and Geme-Enlila, his wife, (7) bought. Seal of Ninurta, the great governor of Enlil.

Commentary

The present text is inscribed on a clay cone, pierced along its axis. Oppenheim, *Eames Collection*, p. 162, describes this object as follows: "Large tag of extraordinary shape being an irregular frustum of a pyramid with 8 slightly convex sides. Perimeter on base: 116 mm, on top: 35 mm. The tag is provided with a cylindrical canal (perimeter 27 mm) made most probably by a wooden staff. Seven of the edges are inscribed with four of them showing deeply impressed traces of a square (leather-)strap. Each side bears the imprint of a seal." Our cone is identical in shape with six Pre-Sargonic sale documents from Lagaš dealing with the acquisition of houses and fields (*DP* 31, 32;

Nikolski 1 317, 318; *Bibl. Mes.* 3 11; *TIM* 9 94). As J. N. Postgate kindly informs me, *TIM* 9 94 (= IM 14073) bears, like the nail under the discussion, "a very distinct imprint of a thin wooden peg with string wound round it towards the point of the clay nail (a presumably wooden peg)." Yet another object sharing the same shape is *MAD* 4 170, which dates to the Sargonic period and stems from Isin. Its inscription records the settlement of a legal dispute between two individuals, sanctioned by the sanga of Isin. According to Gelb's description, this object is a "perforated cone, 60 mm. high and diameter of 40 mm." (*MAD* 4, p. 99; see photographs *ibid.* pl. XXV).

Without any doubt, the objects in question can be identified with the "peg" (gag, Akk. *sikkani*) that is referred to in a clause recorded in the above cones from Lagaš. Cf. Kraus, *Halil Edhem Hâtira Kurumu* 1, VII Seri, No. 5 (1947):82–92; R. S. Ellis, *YNER* 2, pp. 86–87. The clause reads: (PN-e) gag-bi é-garg(-ra) bi-dù, "(PN) drove this peg into the wall." The same clause is also included in several Pre-Sargonic Lagaš sale documents that are recorded on objects other than cones: two clay tablets, concerning a field and a person, respectively (*Bibl. Mes.* 3 10; *RTC* 17), and two stone kudurrus, both recording multiple purchases of fields ("Lummatu Tablet I" and "Lummatu Tablet II" = Gelb *et al.*, *ELTS* nos. 22–23). In the transactions involving houses and in the slave sale *RTC* 17, the person who "drove the peg into the wall" is a nigr, "herald" or "town crier," who is well-attested as an instrument of publicity in ancient Mesopotamia. In contrast, in the sales of fields the same ceremony was performed by the seller.

The fact that this clause is included in the transactions recorded on clay tablets and stone kudurrus indicates that these documents are copies of the inscriptions originally recorded on cones. It appears that, in Pre-Sargonic Lagaš at least, sale transactions called for the writing of two complementary documents: a clay cone, which was displayed publicly (see below), and a clay tablet, which was kept by the buyer in his archive. In addition, the buyer occasionally prepared a composite record of his individual purchases. Such a record was made of stone, and was probably deposited in a temple or a public office.

A clause similar to that discussed just above appears in a Sargonic sale document from Ešnunna (*UCP* 9, p. 204 no. 83 iv 6–9, collated), which is recorded on a clay tablet and deals with the purchase of a field. The clause reads: GIŠ.GAG [a]-na (erasure) TI.LA na-ra-am-^dEN.ZU [m]a-ah(wr. ĪI)-za-at, "the (respective) nail was driven in, by the life of Naram-Sin." The ceremony in question is also referred to in a Sargonic litigation, whose origin is probably Kazallu: PN [GIŠ.GAG] in ga-ri-im im-*ha-zu a-na na-si* LUGAL, "(witnesses to the fact) that PN drove the peg into the wall, by the life of the king" (*BIN* 8 121:44–50).

As one can surmise from descriptions of the surviving cones, these objects were mounted on wooden pegs, and subsequently fastened on them with strings or leather straps. The peg was then hammered horizontally into a wall in such a way as to make the cone protrude from the wall-face, so that its inscription could be accessible to public scrutiny. It remains less clear which "wall" was used for that purpose. One may speculate that in the sales of houses this was the wall of the sold house, and in the sales

of fields, the low mud wall (im-dù-a, *pitiqū*) surrounding the field. The interpretation is favored by the fact that Old Babylonian sources speak specifically of such pegs being driven into the walls of private houses, and perhaps also into the fields (see below). However, *RTC* 17 demonstrates that the peg-ceremony could also be performed in sales of persons. As such, it is likely, therefore, that these cones were displayed on a specially designated wall, which belonged to some public building, such as a temple or city-gate (for the same suggestion, see already Landsberger and K. Balkan, *Belleten* 14 [1950]:266–267).

A peg of this type is possibly depicted on an ED II kudurru in the collection of the Metropolitan Museum (Gelb *et al.*, *ELTS* no. 12 “Ušumgal Stela”), which appears to deal with the acquisition(?) of fields. The flat front side of the kudurru shows a man, with a beard and long hair, who is identified as “Ušumgal, the *pašišu*-priest of Šara.” Ušumgal, possibly the buyer of the fields listed in this document, stands in front of a tall narrow structure, which appears to represent the doorway of a temple or city gate. In the left side of the doorway, there is visible a nail-like object protruding from the wall at a 45 degree angle. If the nail in question can be identified with our pegs, we have here important corroborating evidence that these objects were displayed in a public place.

When performed in sale transactions, the peg-ceremony appears to have symbolized, and at the same time made public, the transfer of the sold property to the buyer. Once displayed permanently in a public place, the peg served to protect the buyer's title to the acquired property.

That these pegs protected the buyer's title is proved by the eviction clause which is recorded in the very same documents (see 2.7.1.6). This clause stipulates that if the seller is not the rightful owner of the sold property (i.e., that it belongs to a third party), “this peg will be driven through his mouth.” The obvious implication of this is that the peg will yield evidence against the fraudulent seller. He will then be subjected to facial mutilation, the tool of punishment being that same peg.

As is indicated by the tablet *BIN* 8 121, which refers to the peg-ceremony in the context of a litigation, and the cone *MAD* 4 170, which too concerns a litigation, the usage of such pegs was not limited to sales. It appears, therefore, that these objects functioned more generally as ownership markers. This supposition finds support in the Old Babylonian Susa practise of mortgaging houses by means of similar pegs (see below).

The present document constitutes the only evidence that the peg-ceremony continued to be performed in Ur III times. Otherwise, we lack any textual references to it, either in other sale documents or in contemporaneous legal documents.

The practices described above are obviously related to the Old Babylonian usage of pegs as either ownership-markers of real estate or as a means of mortgaging disputed houses (Susa). For the examples, see Koschaker, *Über einige griechische Rechtsurkunden aus den östlichen Randgebieten des Hellenismus*, *Abhandlungen der Philologisch-historischen Klasse der Sächsischen Akademie der Wissenschaften* 42/1 (Leipzig, 1931), pp. 99–104; Ellis, *op. cit.*, pp. 87–88; *CAD* S, pp. 249–251 *sikkatu*

A 1. c), 2. b). The only possible references to the use of pegs in sale transactions in this period come from two Mari field sales. In the first of them (*M.A.R.I.* 1 [1982]:80 lines 20–21), which dates to the *sakkanakku* period, the witnesses are described as the “surveyors who drove the pegs in” (ÉŠ.GÍD šu zi-ga-tim_x(DIN) tim-ḫa-zu). In the second text (*ARM* 8 12 rev. 11'), which belongs to classical OB times, the last witness, a scribe, is similarly designated as the “one who drove the pegs in” (*ma-ḫi-iš šf-ik-ka-tim*). It should be noted, however, that these two examples may refer to surveyor's pegs. Consequently, the assumption that we find here an equivalent of the 3rd millennium peg-ceremony is by no means certain. [See now also *ARM* 22 328, an OB *Sammelurkunde* of field sales from Mari, which records, in two separate transactions, PN *ka-sa-[d]i-im ma-ḫi-iš* GIŠ.GAG.[ḪI.A] (iii 51–52) and PN *ka-sa-d[u] ma-ḫi-iš* GIŠ.GAG.ḪI.A (iv 3–4).]

The origin of the present document is without any doubt Nippur. This is demonstrated by its being sealed with a seal of the god Ninurta, a tutelary deity of Nippur (see below and n. 209).

Seal. For Ninurta's title énsi-gal^den-líl(-lá), “great governor of Enlil,” and the related title énsi nibru^{ki}, “governor of Nippur,” see Steinkeller in *Seals and Sealing*, p. 51 n. 37. To the examples of the first title cited there, add its occurrence in an Ur III(?) brick inscription from Nippur (A. Goetze, *Iraq* 22 [1960]:151 n. 3 5 NT 689). The importance of Ninurta's sealing on the present document is not entirely clear. One possibility is that the seller (Lu-balašaga) belonged to the temple household of Ninurta. Alternatively, and perhaps more likely, this sealing could represent an official authorization of the transaction. This is suggested by the fact that Ninurta enjoyed special judicial powers at Nippur in Ur III times (see n. 209). Note here that one of the Pre-Sargonic cones from Lagaš (*DP* 32) likewise bears a seal impression. Unfortunately, the sealing is uninscribed, and thus its function cannot be ascertained.

63.

Text: FLP 1166 (*MVN* 3 330).

Origin: Nippur.

Date: Not dated.

- 1) [. . .]
- 2) [nig-sám-bi(?)] 6+[x(?)] gin kug-babbar
- 3) [x-x-x]-mu dumu maš-gu-lá-ra
- 4) sag-duš a-šag4-sum
- 5) lú-^dEN.ZU dumu ur-na-ke4
- 6) in-ši-sa10
- 7) kug-bi šu-na-a ab-si
lú
- 8) lú la-ba-an-gi4-gi4-da
- 9) mu lugal-bi al-pád

- 10) igi á-lu₅-lu₅ dumu ba-li-li-še
 rev. 11) l₁ur-nigin-mu ír-dug
 12) l₁šeš-kal-la dub-sar dumu ensi
 13) l₁un-da-ga nu-gi₆kiri₆
 14) ùsar(LÁL×NĪGIN)-da-gi₄-a-me
 15) l₁á-gu dumu ur-na
 16) l₁ur-sukal dumu šeš-kal-la
 17) l₁ú-dingir-ra dumu la-a-la-at
 18) l₁ugal-níg-nidba
 19) l₁ur-^den-líl-lá
 20) [d]am-gàr-me

(1) [The . . .], (2) [its(?) price (is)] 6(?) [shekels of silver], (3) from [X-x-x]-mu, son of Mašgula, (4) the registrar of the garlic-fields, (5) Lu-Sin, son of Urna, (6) bought. (7) This silver filled his (i.e., the seller's) hands. (8-9) The oath by the name of the king was sworn that they will not contest one against the other. (10) Before Alulu, son of Bal-ilī, (11) Ur-niginmu, the ír-dug, (12) Šeš-kala, the scribe, son of the dream interpreter, (13) Undaga, the gardener, (14) the neighbors, (15) Agu, son of Urna, (16) Ur-sukal, son of Šeš-kala, (17) Lu-dingira, son of La²alat, (18) Lugal-nignidba, (19) Ur-Enlila, (20) the merchants.

Commentary

The Nippur origin of this text is demonstrated by the use of the kug-bi šu-a . . . si-(g) clause, attested only in Ur III sale documents from Nippur. See 2.2.1.

Note that the witnesses are subdivided into two groups, "neighbors" and "merchants." Since the "merchants" include the buyer's brother (l. 15), they evidently are the witnesses of the buyer. Accordingly, the "neighbors" can be identified as the witnesses of the seller. See also 2.15.1.

4. sag-du₅: Akk. *šassukku*, "registrar." See Falkenstein, *NSGU* 3, p. 153 (with further literature).

7. For this clause, see 2.2.1.

11. ír-dug: The exact nature of this occupation is not known. A member of the temple personnel. See Falkenstein, *NSGU* 3, p. 125.

12. ensi: Akk. *šā'ilu*, "dream interpreter, diviner." See Oppenheim, *Dream-book*, p. 221; Renger, *ZA* 59, 217-218.

14. ùsar(LÁL×NĪGIN)-da-gi₄-a: This term clearly corresponds to the OB *usar(LÁL×SAR)-dag-gi₄-a*, for which see the equation *usar = šit-tum šá ba-ab-ti*, "neighbor woman, in the ward," in Antagal fragm. e 3 (*MSL* 17, p. 249). Cf. J. J. A. van Dijk, *La sagesse suméro-accadienne* (Leiden, 1953), p. 93; Wilcke, *ZA* 59 (1969): 86-87; Kraus, *Vom mesopotamischen Menschen der altbabylonischen Zeit und seiner Welt* (Amsterdam, 1973), p. 59; *CAD* B, p. 10 (under *babu*). The fact that the

persons described as ùsar-da-gi₄-a-me in the present text are all men indicates that this term means "neighbor" disregarding of sex.

64.

Text: CBS 7862 (*NATN* 19). Collated.

Previous treatment: T. Fish, *Iraq* 5 (1938):179 (translit. and transl.). ✓

Origin: Nippur.

Date: Not dated. The script suggests the earlier part of the Ur III period, most probably, the early years of Šulgi.

- 1) 1 sar 10 gín <é>
 2) kug-bi 9 gín
 3) nanna-lul-li
 4) á-zi-da-a
 5) i-sa₁₀
 6) RI-RI
 7) ur-sukal dumu zu-zu
 8) ur-^dMUŠ
 9) dūg-ga dumu ur-^dbil
 10) a-ga dumu mu-ni
 11) lú-lú dumu šag₄-BALAG
 rev. 12) ^den-líl-^hé-ti-la
 13) ur-lugal dumu lú-^den-líl
 14) [g]ír-ni dumu uru-na
 15) [á]-na-na
 16) [dum]u nanna-lul-li
 17) ur-dun sipad anše
 18) ur-^dsi₄-an-na dumu ur-sukal
 19) ḥa-ḥu-ki-da
 (space)
 20) lú-inim-ma-bi-me

(1) One sar (and) ten gin of a <house>, (2) its silver (is) 9 shekels, (3) Nanna-lula (4) from Azida (5) bought. (6) RI-RI; (7) Ur-sukal, son of Zuzu; (8) Ur-MUŠ; (9) Duga, son or Ur-Bil; (10) Aga, son of Muni; (11) Lulu, son of Šag-BALAG; (12) Enlil-ḥetila; (13) Ur-lugal, son of Lu-Enlil; (14) [G]irni, son or Uruna; (15) Anana, (16) [so]n of Nanna-lula; (17) Ur-dun, the ass-herd; (18) Ur-Siana, son of Ur-sukal; (19) Ḥaḥukida; (20) these are the witnesses.

Commentary

1. The small size of the real estate in question makes it virtually certain that a house is meant.

3. nanna-lul-li (also l. 16): For this PN, see ^dnanna-lul-la (*HSS* 4 1 iii 10), and nanna-lul-la (*HSS* 4 153:4; S.1:16).

4. The final -a is the locative case, which occasionally replaces -šè or -ra after the seller's name in constructions with the verb sa₁₀. See 2.1.1.3.

6. To be read ri-ri or dal-dal.

8. For the divine element ^dMUŠ, see most recently G. J. P. McEwan, *Or. NS* 52 (1983):215–229. In that article, McEwan argues that in 3rd millennium texts ^dMUŠ is to be read ^dnirah (or ^dnerah), and he reserves the reading /irḫan/ for ^dMUŠ.DIN.BALAG and the related logograms. However, this is far from certain, in view of the fact that as early as the Fara period ^dMUŠ had a reading /irḫan/. See the entry ir-ḫa^dMUŠ = ir-ḫa-núm in a lexical text from Ebla (*MEE* 4, p. 357 0138), and further, note the spelling ^dMUŠir-ḫa in *RSO* 32 (1957):84 rev. iii' 18' (Sargonic); the earliest evidence for the reading nerah is provided by the correspondence ^dMUŠki = ne-ra-[ah]^{ki} in the Abu Salabikh / Ebla Geographical List line 105 (*MEE* 3, p. 233). As a matter of fact, there are reasons to believe that in the 3rd millennium names employing ^dMUŠ (for the examples, see McEwan, *op. cit.*, p. 20, to which add su-mu-^dMUŠ in the Sargonic text *MVN* 3 25:13) the deity meant is actually /irḫan/. Note the Ur III name šu-ir-ḫa-an (*Fish Catalogue* 124:2; M. Sigrist, *Princeton Theological Seminary Texts* 784:4 [forthcoming]), which is quite likely a syllabic spelling of šu-^dMUŠ (McEwan, *op. cit.*, p. 220), and the pair géme-^dMUŠ and géme-^dirḫan_x(MUŠ,ir-ḫa^dDIN.BALAG.DU) (*ibid.*, p. 220), which may also represent one and the same name.

9. In all likelihood, the name ur-^dbil (for other examples, see Limet, *Anthroponymie*, p. 538) is an abbreviation of ur-^dbil-ga-mes (*ibid.*, p. 538). The same abbreviated(?) spelling is attested already in Pre-Sargonic (*TSA* 7 ix 17) and Sargonic sources (*BIN* 8 243:16; *IM* 10628: 32, unpubl.). Cf. also the writing ur-^dbil-ga-mes in *BIN* 8 175:38 (Sargonic).

11. lú-lú: Probably the same PN as lu-lu and lu₅-lu₅, cited by Limet, *Anthroponymie*, p. 482.

15–16. The buyer's son.

18. The deity ^dsi₄-an-na, attested in this name (for other occurrences, see nos. 81:13 and 95:4, and Sigrist, *AUCT* 1, p. 16; note the spelling -^dsi₄-a-na in *AUCT* 1 511:2), appears also in *TCL* 2 5521/2:2. ^dsi₄-an-na is probably identical with ^dnin-^dsi₄-an-na (*Reisner Telloh* 125:16; *CT* 3 pl. 1 12156:2; *TCL* 5 6053 iii 8; *AUCT* 1 369:2 -written -^dnin-si₄-an-na), as is suggested by the variant spellings ur-^dnin-si-an-na (*TMHC n.F.* 1/2 83:4) and ur-^dsi-an-na (*ibid.* seal).

65.

Text: A 30035 = 2 NT 642 (*NATN* 850). Tablet and envelope. Copy pl. VI.

Origin: Nippur.

Date: Not dated.

- 1) Iur-^dnin-giš-zi-da
- 2) Iárad-mu
- 3) Iú-^diškur
- 4) I^dnanna-kug-zu
- 5) dumu ur-^dnin-giš-zi-da-me
- 6) kug-bi 2/3 ma-na 1 gín
- 7) šám til-la-bi-šè
- 8) lugal-šu-nir-ri(!)-e
- 9) Iama-palil
- 10) in-ši-in-sà
- 11) igi lú-^dnanna
- rev. 12) mussa_x(SAL.NITA)^{sá} ab-ba gir-ni-i-šag₅-šè
- 13) igi ur-^dnin-giš-zi-da dumu ba-zi-gi-ka-šè
- 14) igi ur-šag₅-ga kug-dím-šè
- 15) igi ur-^dba-ú dam-gàr-šè
- 16) igi na-na-ga-da azlag_x(LÚ.TÚG)
- 17) in-na-an-sum-ma
- 18) igi-bi-šè mu lugal-bi in-na-an-pàd

Seal

lugal-šu-ni[r-ri]

dumu [x]-[. . .]

[x x x]

(1) Ur-Ningišzida, (2) Aradmu, (3) Lu-Iškur, (4) (and) Nanna-kugzu, (5) sons of Ur-Ningišzida, (6) for 41 shekels of their silver, (7) their complete price, (8) (from) Lugal-šunire (9) Lama-palil (10) bought. (11) Before Lu-Nanna, (12) the . . . of Girmi-išag, (13) before Ur-Ningišzida, son of Bazige, (14) before Ur-šaga, the goldsmith, (15) before Ur-Bau, the merchant, (16) before Nanagada, the fuller, (17) he (i.e., the seller) transferred (them). (18) He swore before them (i.e., the witnesses) by the name of the king (not to contest?). Seal of Lugal-šuni[re], son of [X]-[. . .], the [. . .].

Commentary

The present text belongs to a group of eleven tablets (*NATN* 840–850 = 2 NT 632–642; note that *NATN* 848A is the envelope of 849, and not of 848) which were found in a clay jar during the 1949–50 season of the excavations at Nippur (locus TB 195 IV 2b). Since Lama-palil, the buyer in our text (l. 9), is named in four other tablets from this lot (*NATN* 840, 842, 846, 847), the jar in question must have served as Lama-palil's "archive."

The Lama-palil "archive" covers a period of twenty years, from Š 32/vii(ezen-^dšul-gi) (*NATN* 842) to AS 3 (*NATN* 842); the tablets naming specifically Lama-palil

range in time from § 32/vii (NATN 844) to § 38/xi(ezen-me-ki-gál) (NATN 847). The latter texts provide an approximate date for no. 65.

The examination of this group of tablets allows us to draw the following conclusions about the status and activities of Lama-palil. His seal, impressed on NATN 846, identifies him as a “mounted messenger” (rá-[gaba]), working for the state-sector (note that the seal is dedicated to Šulgi). As is demonstrated by the letter-order NATN 846 (probably a sender’s copy of the original), Lama-palil had extensive dealings with the administration of Puzriš-Dagan. In this document, Lama-palil instructs his associate Lu-URU×KAR (see below) to obtain eighty sheep and goats from Našag, and to withdraw the outstanding thirty talents of wool from Utu-ulgal. Both Našag and Utu-ulgal are well-attested as high officials at Puzriš-Dagan: the first as the head of the central receiving livestock-office in the years § 48/i – AS 1/viii (see provisionally T. B. Jones and J. W. Snyder, *SET*, pp. 212–214), and the second as a comptroller of wool and garments (e.g., *BIN* 3 407:11 [§ 30/viii]; *PDT* 381 seal [AS 3]). Quite possibly, Lama-palil is himself documented in Puzriš-Dagan sources; see, e.g., *AUCT* 2 153:7 (§ 44/vii), *BIN* 3 306:6 (§ 45/vi), and *SET* 13:4 (§ 46/ii), all three of which name a Lama-palil, in each case acting as a recipient of livestock.

Further proof of Lama-palil’s connections with Puzriš-Dagan is provided by the fact that six tablets from his “archive” employ the “Reichskalender” month-names (NATN 842, 843, 844, 847, 848, 849); in contrast, only one text shows a Nippur month-name (NATN 841). As is suggested by the mention of the town Upi (probably identical with the Greek Opis, see commentary to no. 122:3) in NATN 848, Lama-palil’s activities may have extended to Upi as well.

Four of the Lama-palil tablets mention a certain Lu-URU×KAR, who seems to have been Lama-palil’s professional associate. The relationship between the two men is best illustrated by NATN 846, discussed above. In two other texts (NATN 843, 849+848A), Lu-URU×KAR distributes garments. The remaining text, NATN 848, is of special interest, as it records a receipt of barley, made either by Lu-URU×KAR himself or by his farmer, in the town of Upi.

Apart from his official capacities, Lama-palil was also involved in various private business ventures. Thus he purchased slaves (no. 65) and lent barley and silver to private individuals (NATN 840, 847, and possibly 844). In addition, he was a proprietor of livestock; see NATN 842, in which Lama-palil entrusts eleven sheep and goats to the shepherd Kaššārum.

8. Since this person is the seller (note that he seals the envelope), the final -e is part of the name, and not the agentive case. For the spelling Lugal-šu-nir-e, a variant of the more common Lugal-šu-nir-ri, see Limet, *Anthroponymie*, p. 474.

10. Note the spelling sà for sa₁₀.

12. The combination mussa_x(SAL.NITA)^{sá} ab-ba is possibly an awkward calque of the Akkadian kinship term *emu rabû*, “father of the bride.” Accordingly, the line could be rendered: “(Lu-Nanna), father-in-law of Gimi-išag.” For the translations “father of the bride” and “father of the groom” of *emu rabû* and *emu šehru* respectively,

see Wilcke in E. W. Müller, ed., *Geschlechtsreife und Legitimation zur Zeugung* (München, 1985), pp. 230–235. Alternatively (and probably more likely), the line simply means “son-in-law of the father of B.” Cf. Wilcke, *ibid.*, p. 235.

For the reading of SAL.NITA.DI as mussa_x^{sá}, see Bauer, *Altorientalische Notizen (21–30)* (mimeographed by the author; Höchberg, 1985), pp. 22–24; Steinkeller, *Third Millennium Legal and Administrative Texts in the Iraq Museum, Baghdad* (forthcoming).

17. I assume that in-na-an-sum-ma is an error for in-na-an-sum. Otherwise, one would have to interpret this form as a subordinate clause of the following sentence igi-bi-šè mu lugal-bi in-na-an-pàd: “he swore before them by the name of the king that he had transferred (lit.: given) them.” However, such an interpretation seems unlikely, given the context of the document.

66.

Text: IM 43456 (MVN 8 151).

Origin: Nippur.

Date: [?].

- 1) 1 sag-nita-àm
- 2) ur-^dutu mu-ni-[im]
- 3) 9 gín kug-babbar-[(šè)]
- 4) lugal-ezen lugal-[a-ni-ir]
- 5) SL.A-a
- 6) in-ši-sa₁₀
- 7) ur-^dEN.ZU
- 8) gáb(!)-[g]i-bi(!)-[im]
- 9) n[u]-gí₄-gí₄-dè
- 10) [m]u lugal in-pàd-dè-eš
- 11) igi [da]-da
- 12) énsi [nibru]^{ki}-ka-šè
- rev. 13) in-na-sum
- 14) ^ldingir-šags-ga [x]
- 15) ^lun-da-ga dumu lú-dingir-ra
- 16) ^lur-^diškur
- 17) ^lden-líl-^hé-ti

(rest destr.)

Seal

[^d]šu-^dEN.ZU[ki]-ág [^d]en-líl-lá

lugal kalag-ga

lugal úri^{ki}-ma

da-[da]

én[si]

nibru^{ki}dumu ur-^dnanib[gal]

lugal an-ub-da limmu-ba én[si]
 nibru^[ki]
 árad-[zu]

(1) One man, (2) his name [is] Ur-Utu, (3) [(for)] 9 shekels of silver (4) [from] Lugal-ezen, [his] owner, (5) SIA-a (6) bought. (7) Ur-Sin (8) [is] the guarantor. (9–10) They swore by the name of the king not to contest. (11) Before Dada, (12) the governor of [Nippur], (13) he (i.e., the seller) transferred him (i.e., the sold man). (14) Dingir-šaga, the [. . .]; (15) Un-daga, son of Lu-dingira; (16) Ur-Iškur; (17) Enlil-ḫeti; [. . . ; (these are the witnesses)]. Seal of Da[da], the gover[nor] of Nippur, son of Ur-Nanib[gal], the gover[nor] of Nippur, dedicated to Šu-Sin, the [be]loved of Enlil, etc.

Commentary

As demonstrated by its formulary (in particular, the use of the term gáb-gi-(n) and the transfer clause with the verb sum), and the mention of a governor of Nippur, this document was written at Nippur. Its actual find-spot, however, must have been the unidentified site of the SIA-a archive, from which also stem nos. 112–116. For a discussion of this archive, see commentary to no. 112.

Based on the seal, the text can securely be dated to the reign of Šu-Sin. Dada, the owner of the seal, is first attested as the governor of Nippur in ŠS 5/ix (YOS 4 77:4). However, his tenure might have begun considerably earlier, as is suggested by the mentions of the governor Dada in the Puzriš-Dagan texts dating to ŠS 3/vi (AUCT 1 45:8) and ŠS 3/vii (AUCT 1 448:15). He continued in that post into the reign of Ibbi-Sin, at least till IS 2/iv (see Zettler, AfO 31 [1984]:5). During the reign of Ibbi-Sin Dada used a different seal, which was dedicated to Ibbi-Sin (TMHC n.F. 1/2 351 = TCS 1 61; collated by Waetzoldt, OA 15 [1976]:327; UET 3 52 = UE 10 no. 89).

7–8. For this clause, see 2.11.1.2.

11–13. For this clause, see 2.5.

66*.

Text: CBS 9540 (NATN 273).

Origin: Nippur.

Date: [?].

(begin. destr.)

- 1') [a(?) -ki(?)]-[. . .]
 2') gáb-gi-[bi(?)-im(?)]
 3') igi ur-^dnanibgal
 4') énsi nibru^{ki}-ka-šè
 5') in-na-sum
 6') ^lur-^dnin-urta sukal

- 7') Igi-šagšag nu-banda IŠ-ra
 8') ^lmaš-daš sagi
 9') ^llugal-á-zi-da
 10') ^l[x]-RI-la-mu
 (rest destr.)
 (rev. destr.)

Seal

^d šul-gi	u[r- ^d nanib]gal
nita kalag-ga	én[si]
lugal úri ^[ki] -ma	nibru ^[ki]
lugal [ki-en-gi] [ki-uri]	dumu lugal-engar-dùg
	én[si]
	nibru ^{ki} -ka

(1') [A(?) -ki(?)]-[. . .] (2') [is] the guarantor. (3') Before Ur-Nanibgal, (4') the governor of Nippur, (5') he (i.e., the seller) transferred it (i.e., the object of sale). (6') Mašda, the messenger; (7') Igi-šagšag, the supervisor of equeries; (8') Mašda, the cupbearer; (9') Lugal-azida; (10') [X]-RI-la-mu; [. . . ; (these are the witnesses)]. Seal of Ur-Nanibgal, the governor of Nippur, son of Lugal-engardug, the gover[nor] of Nippur, dedicated to Šulgi, the strong male, etc.

Commentary

My assumption that this text is a fragment of a sale document is based on the fact that the same transfer clause (lines 3'–5') occurs also in the Nippur sale no. 66. Cf. also nos. 66** and 66***.

Ur-Nanibgal is documented as a governor of Nippur from Š 36 to Š 44/vii. See Zettler, AfO 31, 3. Ur-Nanibgal appears also in nos. 66** and 66***, which are likewise sealed with his seal.

1'–2'. For this clause, see 2.11.1.2.

3'–5'. For this clause, see 2.5.

The same seal is impressed on nos. 66** and 66***.

66**.

Text: HS 1346 (TMHC n.F. 1/2 346). Collated by H. Waetzoldt, OA 15, 324.

Origin: Nippur.

Date: [?].

(begin. destr.)

- 1') [. . .] gáb-gi-na
 2') [igi ur-^dna]nibgal
 3') [énsi] nibru^{ki}-ka-šè

- 4') [i]n-na-sum
 5') [x]-[x]-da gal₅-lá-gal
 6') [x(-x)]-me-egir(?!)-a sukal
 7') [u]r(?)—LI
 8') [x(-x)]-[x] dumu ur-LUH
 rev. 9') [x-ka]l-la dam-gàr-20
 10') [x-x(-x)] dumu dùg-dùg-ga
 (space)
 (rest destr.)

Seal

[dšul]-gi	ur- ^d nanibgal
[nita kalag]-ga	énsi
[lugal úri ^{ki} -ma]	nibru ^{ki}
[lugal ki-en-gi ki-uri]	dumu lugal-engar-dùg
	[én]si
	[nibru] ^{ki} -ka

(1') [...] is the guarantor. (2') [Before Ur-Na]nibgal, (3') [the governor] of Nippur, (4') he (i.e., the seller) transferred it (i.e., the object of sale). (5') [X]-[x]-da, the chief constable; (6') [X(-x)]-me-egir(?!)-a, the messenger; (7') [U]r(?)—LI; (8') [X(-x)]-[x], son of Ur-LUH; (9') [X-ka]la, the (head) merchant (of a group of) twenty (merchants); (10') [X-x(-x)], son of Dugduga; [these are the witnesses)]. Seal of Ur-Nanibgal, the governor of Nippur, son of Lugal-engardug, [the gove]rnor of [Nippur], dedicated to [šul]gi, [the strong male], etc.

Commentary

For the identification of this text as a sale document, and for its approximate date, see commentary to no. 66*.

1'. For this clause, see 2.11.1.2.

2'–4'. For this clause, see 2.5.

9'. For the title dam-gàr-20, cf. dam-gàr-10 discussed in commentary to no.

7:8-9.

The same seal is impressed on nos. 66* and 66***.

66***.

Text: Ni. 1199 (NRVN 1 249). Collated by H. Waetzoldt, OA 14, 312. ✓

Origin: Nippur.

Date: [?].

(begin. destr.)

1') [igi ur-^dnanibgal]

- 2') [énsi] nibru^{ki}-ka-šè
 3') [in-n]a-sum
 4') [lugal]-ad-da nu-banda en-nu
 5') lú-dingir-ra di-kud lugal
 6') i-ti-é-a
 lo.e. [àga]-ús lú-dingir-ra
 7') ku-ku(!)-a dumu ur-^dda-mu
 (rev. destr.)

Seal

[dšul]-gi	[u]r- ^d nanibgal
[nita kal]ag-ga	énsi
[lugal úri ^{ki} -ma]	nibru ^{ki}
[lugal ki-en-gi ki-uri]	dumu lugal-engar-d[ùg]
	énsi
	[nib]ru ^{ki} -ka

(1') [Before Ur-Nanibgal], (2') [the governor] of Nippur, (3') he (i.e., the seller) transferred it (i.e., the object of sale). (4') [Lugal]-adda, the commandant of the prison; (5') Lu-dingira, the royal judge; (6') Iddin-Ea, the gendarme of Lu-dingira; (7') Kuku^a, son of Ur-Damu; [...; (these are the witnesses)]. Seal of [U]r-Nanibgal, the governor of Nippur, son of Lugal-engard[ug], the governor of [Nip]pur, dedicated to [šul]gi, [the strong male], etc.

Commentary

For the identification of this text as a sale document, and for its approximate date, see commentary to no. 66*.

1'–3'. For this clause, see 2.5.

The same seal is impressed on nos. 66* and 66***.

67.

Text: U. 6746 (UET 3 19). Collated by I. J. Gelb.

Previous treatment: F. R. Kraus, *BiOr* 15 (1958): 72 and notes 9–10 (discussion of the content).

Origin: Adab.

Date: Š 29.

- 1) [l s]ag-SAL
- 2) [x]-šúba(INANNA.ZA)
- 3) [mu]-ni-im
- 4) [géme . . .]-[x]-a-kam
- 5) [x gín] kug-babbar-šè

- 6) [. . . i] n-ši-sa₁₀
 7) [I . . .] -[l a] zadim
 8) [I . . .] -[é] - a
 9) [I . . .] -NE dam-gàr
 10) [I . . .] -ga
 11) [I . . .] šu-ḥa
 12) [I . . .] -NE é-10(?)
 13) [I . . .] -ti
 14) [I . . . -l] a-mu
 15) [I . . .] -bi(?) [dumu(?) . . .] -[x] simug-bi
 lo.e. 16) [I . . .] -a-ni
 rev. 17) [] ú-inim-gi-na
 18) [ki] ur-d^{aš}aš₇-gi₄
 19) [sag i] n(?) -sa₁₀-a tuš-ša-me
 20) [i gi] mu-ni-maḥ ad-da énsi-ka-šè
 21) a-a-kal-la egir énsi
 22) sag ba-sum
 23) ^lús-a-ni dub-sar
 24) ^ldingir-gu-zu dub-sar
 25) ^lla-la-a dub-sar
 26) ^lpuzur₄-i-lí lú-A.TÚL
 27) ^lSI.A dumu šu-zu
 28) lú-inim-ma-bi-me
 (space)
 29) mu ús-sa en e[ridu^{ki}-ga] ba-ḥun-g[á]

Seal

ur-d^{aš}aš₇-gi₄
 énsi
 adab^{ki}
 a-a-kal-la
 egir árad-zu

(1) [One] woman, (2–3) her [name] is [X]-šuba, (4) [the slave woman of . . .]-[x]-a, (5) for [x shekels] of silver (6) [. . .] bought. (7) [. . .]-la, the stone-worker; (8) [. . .]-Ea; (9) [. . .]-NE, the merchant; (10) [. . .]-ga; (11) [. . .], the fisherman; (12) [. . .]-NE, . . . ; (13) [. . .]-ti; (14) [. . . -l]amu; (15) [. . .]-bi(?), [son(?) of . . .]-[x], was the smith (i.e., the weigher of silver); (16) [. . .]-ani, (17) is the guarantor; (18–19) (these are the persons) who sat [at the place] where Ur-Ašgi bought the [“head”]. (20) [Before] Munimaḥ, the father of the governor, (21) A^a-kala, the “retainer” of the governor, (22) transferred the “head.” (23) Usani, the scribe; (24) Dingir-guzu, the scribe; (25) Lala^a, the scribe; (26) Puzur-ili, the . . . ; (27) SI.A, son of Šuzu; (28) these are the witnesses.

(29) Date. Seal of A^a-kala, the “retainer,” dedicated to Ur-[Ašgi], the governor of Adab.

Commentary

The interpretation of this document presents some difficulties. It is virtually certain that no. 67, like all other sale documents from Adab, uses the operative section of Type A₁ (see 2.1.1). Accordingly, we can assume that the seller in this transaction was [. . .]-[x]-a (l. 4), and that the buyer's name was recorded at the beginning of line 6 (now destroyed). Based on lines 18–19, one may then identify the buyer as Ur-Ašgi, almost certainly the same person as his namesake, the governor of Adab (see below). Furthermore, one may take it that A^a-kala, the “retainer” of the governor, who sealed the document, was the transferor of the sold woman, acting in place of the seller, while Munimaḥ, the governor's father, was the official who supervised and authorized the transfer. This whole interpretation, however, is somewhat weakened by the fact that there does not seem to be enough space before the verb in line 6 to accommodate Ur-Ašgi's name.

Kraus, *BiOr* 15, 72, considered A^a-kala to be the seller and Munimaḥ to be the buyer: “[Zu händen des] Muni-maḥ, des Vaters des *énsi*, hat Aa-kala, der *egir* des *énsi*, die Sklavin übergeben” (he reconstructed [š]u before mu-ni-maḥ in l. 20). However, the interpretation of A^a-kala as the seller is impossible, since, given the preserved signs, his name cannot be reconstructed in line 4.

This text is unique in that it lists two types of witnesses: the “bystanders,” among whom are included the weigher of silver and the guarantor (ll. 7–17), and the witnesses proper (ll. 23–28). For the discussion of the first type of witnesses, see 2.15.1.

12. é-10(?): The meaning?

15. For this clause, see 2.12.

16–17. For this clause, see 2.11.1.3.

19. Kraus, *op. cit.*, p. 72, read this line: [ki(?)] x sa₁₀.a tuš.ša.me.

20. The governor to whom the text refers must be Ur-Ašgi, the governor of Adab during the reign of Šulgi and a predecessor of Ḫabaluke; Ḫabaluke held this office at least since Š 38 (see commentary to no. 74). Note that A^a-kala's seal is dedicated to Ur-Ašgi. Most probably, Ur-Ašgi himself appears in line 18.

26. lú-A.TÚL: This occupation(?) is not known to me.

68.

Text: U. 6747 (*UET* 3 14). Collated by I. J. Gelb. ✓

Origin: Adab.

Date: Š 42.

1) 1 sag-nita

2) šu-ni-[maḥ(?)] mu-ni-im

- 3) arad é-maḥ<-ki-dūg>-kam
 4) 10 gín kug-babbar-šè
 5) ur-mu-ru-ke₄
 6) in-ši-sa₁₀
 7) igi ur-^{da}-ḥi nu-banda
 8) igi puzur₄-^{da}šaš₇-gi₄ dumu ur-é-a nu-banda
 9) [igi . . .]-f[x] má-DÛN
 10) [igi ur(?)^{db}]il(?)^{ga}]-mes [dumu] ur-^{da}-ḥi
 11) [igi . . .]-al simug
 lo.e. 12) [igi . . .]-f[x] simug [kug(?)^l-lal(?)^b]-i-im
 rev. 13) [^lx-tu]m(?)^{mu}
 14) ^lan-^lna(?)^l-zu-zu
 15) ^lnanna-ma-ba dub-sar
 16) lú-inim-ma-bi-me
 17) igi-bi sag ba-sum
 18) mu lugal-bi ba-pàd
 (space)
 19) mu ša-aš-ru^{ki} ba-ḥul

Seals

ur-^{da}-ḥi
 dumu da-da-a
 nu-banda adab^{ki}

é-maḥ-ki-dūg
 dub-sar
 dumu ba-an-zi

(1) One man, (2) his name is Šuni-^lmaḥ(?), (3) the slave of Emaḥ<-kidug>, (4) for 10 shekels of silver (5) Ur-muru (6) bought. (7) Before Ur-Aḥi, the nu-banda of Adab; (8) before Puzur-Ašgi, son of Ur-Ea, the overseer; (9) [before . . .]-f[x], the caulker; (10) [before Ur(?)^B]-ilgames(?), [son] of Ur-Aḥi; (11) [before . . .]-al, the smith; (12) [before . . .]-f[x], the smith, who was [the weigher of silver (?)]; (13) [X-tu]m(?)^{mu}; (14) Anna(?)^{zuzu}; (15) Nanna-maba, the scribe; (16) these are the witnesses. (17) Before them the “head” was transferred. (18) The oath by the name of the king was sworn (that the seller will not contest?). (19) Date. Seals of Ur-Aḥi, son of Dada^a, the nu-banda of Adab, and Emaḥ-kidug, the scribe, son of Banzi.

Commentary

Note that the present sale was authorized by Ur-Aḥi, the nu-banda of Adab, who heads the list of witnesses, and who also seals the tablet. See 2.13.1.

3. The full form of the name is given in this person’s seal.

7. Note that Ur-Aḥi is called nu-banda adab^{ki} in his seal. In construction with a toponym, the title nu-banda denotes a military commander, “captain” or “major,” rather than the more common “(civilian) overseer.” The fact that Ur-Aḥi authorized the sale transaction attests to his importance; he was probably a senior military commander of Adab.

9. má-DÛN: (written also má-ŠÚ×DÛN), Akk. *malāḥu*, “caulker, ship-builder.” See CAD M/1, p. 149 (lexical section of *malāḥu*). For the meaning “caulker,” see Edzard, *Afo* 19 (1959–60):18 n. 47, who translated má-DÛN as “Asphalteur,” citing as evidence the Sargonic texts in which má-DÛN workers receive bitumen.

12. For this clause, see 2.12. However, the reconstruction of this line is not certain.

17. For this clause, see 2.5.

69.

Text: U. 4864 (envelope) + U. 7002 (tablet) (*UET* 3 15, photo of the seal *UE* 10, pl. 23 no. 395). Collated by J. N. Postgate.

Origin: Adab.

Date: Š 47.

- 1) 1 sag-SAL
 2) ta-ri-ša-ām mu-ni-im
 3) géme dan-al-su-kam
 4) 6(gur) 1(pi) 40(sila) še gur-šè
 5) lú.^{den}EN.ZU dumu um-mi-a
 6) in-ši-sa₁₀
 7) [^lár]ad-ni IŠ-gal-LÁL×NÍGIN
 8) ^lnam-ḥa-ni lú-GIŠ.ŠAG₄.TAR
 9) ^lzu-ga-lí muḥaldim
 10) ^lšu-ma-ma dumu ki-ni-a
 11) ^lza-an-nu-um šu-i
 12) [^lda(?)^l]-da-a dumu [. . .]

(rest destr.)

rev. (begin. destr.)

- 1') ^lN[E(?)^l]-f[x^l]-tum [(. . .)]
 2') ^lḥa-an-da āga-ús énsi
 3') ^ldingir-ì-zu dub-sar
 4') ^li-ti-lum dub-sar
 5') lú-inim-ma-bi-me
 6') igi-bi-šè sag ba-sa₁₀
 7') mu lugal ba-pàd
 8') šu ḥa-ba-lu₅-ke₄ énsi adab^{ki}

9') [mu ús]-sa ki-maški ba-ḥul

Seal

dan-al-su

dumu ba-a-ga-a

(1) One woman, (2) her name is Dārišam, (3) the slave woman of Dan-alšu, (4) for 6 gur, 1 pi, (and) 40 sila of barley (5) Lu-Sin, son of Ummia, (6) bought. (7) [Ar]adni, the chief equerry(?) of . . . ; (8) Namḥani, the . . . ; (9) Sukkali, the cook; (10) Šu-Mama, son of Kiniḫa; (11) Zannum, the barber; (12) [Da(?)]-daḫa, son of [. . .]; [. . .] (1') N[E(?)]-x-l-tum, [(. . .)]; (2') Ḥanda, the gendarme of the governor; (3') Dingir-izu, the scribe; (4') Iddin-ilum, the scribe; (5') these are the witnesses. (6') Before them the "head" was bought. (7') The oath by the name of the king was sworn (that the seller will not contest?). (8') By the authority of Ḥabaluke, the governor of Adab. (9') Date. Seal of Dan-alšu, son of Baḫagaḫa.

Commentary

Lu-Sin acts as a buyer also in nos. 70 and 71.

7. The title or occupation IŠ-gal-LÁL×NÍGIN (a type of an equerry?) is not otherwise attested.

8. The meaning of lú-GIŠ.ŠAG₄.TAR is unknown. To my knowledge, this is the only occurrence of this profession(?).

11. The same person is a witness also in no. 70:10.

6'. For this clause, see 2.5.

8'. For this clause, see 2.13.1.

For Ḥabaluke, who is attested as the governor of Adab from Š 38 to ŠS 5, see Steinkeller, *Seals and Sealing*, p. 47, and commentary to no. 74:3'. For the reading and meaning of the name, see *idem*, *SEL* 1 (1984):6, 9.

70.

Text: U. 7283 (*UET* 3 46). Collated.

Origin: Adab.

Date: Ca. Š 47.

- 1) 1 sag-nita SIG7
- 2) DINGIR-ma-lik mu-ni-im
- 3) [ar]ad ur-gu-kam
- 4) [x]+2 gín kug-babbar-šè
- 5) lú-^dEN.ZU
- 6) in-ši-sa₁₀(NÍNDA×ŠE.AŠ)
- 7) ^len-nam-i-lí dumu ku-za-a
- 8) ^lma-ga-ru-um dumu ur-LI

9) ^lim-me-er muḫaldim

10) ^lza-nu-um šu-i

11) ^li-ti-é-a dumu šu-i-lí [x]

12) ^l[. . .]

(rest destr.)

(rev. destr.)

Seal

ur-[gu]

dumu [ur(?)-sukal]

(1) One man, the . . . , (2) his name is Ilum-mālik, (3) the [sl]ave of Ur-gu, (4) for [x]+2 shekels of silver (5) Lu-Sin (6) bought. (7) Ennam-ili, son of Kuzaḫa; (8) Magarum, son of Ur-LI; (9) Immer, the cook; (10) Zannum, the barber; (11) Iddin-Ea, son of Šu-ili, the [x]; (12) [. . .]; [. . .]; (these are the witnesses)].

Commentary

Lu-Sin is a buyer also in nos. 69 and 71. Since Zannum, the barber (l. 10), appears as a witness also in no. 69:11, which is dated to Š 47, the present text probably shares the same date.

1. SIG7: Perhaps the same term as SIG7.A (meaning uncertain), for which see Oppenheim, *Eames Collection*, pp. 46–48.

8. Legrain's copy shows clearly IM after ur-LI. However, this reading is not confirmed by the collation; there are only scratches visible.

71.

Text: U. 7228 (*UET* 3 44). Collated by I. J. Gelb.

Origin: Adab.

Date: Ca. Š 47.

- 1) 1 sag-nita
- 2) li-bur mu-ni-[im]
- 3) dumu sag-ri[g_x](PA.SAL.KA[B.DU])
- 4) ša-at-i-lí dam [. . . -kam]
- 5) 8 gín kug-[babbar-šè]
- 6) lú-^dEN.ZU dumu [um-mi-a]
- 7) in-ši-s[a₁₀]
(space)
- 8) [x] ša-at-i-lí [. . .]
(rest destr.)
(rev. destr.)

(1) One man, (2) his name is Libūr, (3) the young donated slave (lit.: donated child) (4) of Šat-ilī, wife of [. . .], (5) for 8 shekels of sil[ver] (6) Lu-Sin, son of [Ummia], (7) bought. (8) [x] Šat-ilī [. . .]

Commentary

Lu-Sin is most probably the same person as the buyer in nos. 69 and 70. This allows us to date this text to ca. Š 47 (no. 69 is dated to Š 47).

3. For sag-rig_x, usually spelled sag-rig₇, Akk. *širku*, “donated, given as a gift,” see Falkenstein, *NSGU* 3, pp. 154–155. The term *dumu sag-rig_x* parallels *ārad sag-rig₇*, “donated slave,” and *gēme sag-rig₇*, “donated slave woman,” cited by Falkenstein, *ibid.*, p. 155. It would appear that Libūr had been given to Šat-ilī as a gift.

6. The name of the buyer’s father is reconstructed on the basis of no. 69:5.

72.

Text: U. 7003 (*UET* 3 18). Collated by J. N. Postgate.

Origin: Adab.

Date: AS 2.

- 1) 1 sag-SAL
- 2) i-lí-BĀD(BĀD-šeššig)^{ri} mu-ni-im
- 3) gēme bu-la-lí-kam
- 4) 8 gín kug-babbar-še
- 5) ur-^dnisaba
- 6) in-ši-sa₁₀
- 7) igi [. . .]
- 8) dumu [. . .]
- rev. 9) i[x]-[. . .]
- 10) dumu puzur₄-[. . .]
- 11) Iur-nigin-[gar]
- 12) dumu hē-DU.DU d[ub(?)-sar(?)]
- 13) lú-inim-ma-bi-me
- 14) igi-bi-še sag ba-sa₁₀
- 15) mu lugal ba-pād
- 16) šu ḥa-ba-lu₅-ke₄
- 17) énsi adab^{ki}
- 18) mu ^damar-^dEN<ZU> lugal ur-bí-lum^{ki} mu-ḥul

Seal

bu-la-lí

dumu puzur₄-ir-ra

(1) One woman, (2) her name is Ili-dūri, (3) the slave woman of Bulāli, (4) for 8 shekels of silver (5) Ur-Nisaba (6) bought. (7) Before [. . .], (8) son of [. . .]; (9) [X]-[. . .], (10) son of Puzur-[. . .]; (11) Ur-nigin[gar], (12) son of He-DU.DU, the sc[ribe(?)]; (13) these are the witnesses. (14) Before them the “head” was bought. (15) The oath by the name of the king was sworn (that the seller will not contest?). (16) By the authority of Ḥabaluke, (17) the governor of Adab. (18) Date. Seal of Bulāli, son of Puzur-Irra.

Commentary

The correct accession number of the tablet is U. 7003 (as given in *UET* 3 Indexes, p. 282, against *UET* 3 pl. III, which has U.7033).

3. Bulāli: For this PN, see Gelb, *MAD* 3, pp. 96–97 (under *bulālum*).

14. For this clause, see 2.5.

16–17. For this clause, see 2.13.1.

73.

Text: FLP 897 (*MVN* 3 268).

Origin: Adab.

Date: ŠS 5.

- 1) 1 1/3 sar 6 gín é-dù-a ù KI.UD
- 2) é a-za-da-kam
- 3) 4 1/3 gín kug-babbar-še
- 4) šu-i-lí
- 5) in-ši-sa₁₀
- 6) Iab-ba-kal-la dumu ur-mes
- 7) Ibu-ú-za-nu-um dumu ša-bu-lum
- 8) Ia-da-lál dumu puzur₄-^daš₇-gi₄
- 9) Išu-ma-ma dumu má-gur₈-ri
- rev. 10) Iugal-an-ni dumu ur-^dšul-pa-è
- 11) Iur-^den-lí-lá dumu zu-la-a
- 12) Ii-ba-lí-is dumu i-zu-GÍD
- 13) Iur-^dšul-pa-è dumu šeš-kal-la
- 14) IKA-ma-DINGIR dumu šu-ga-tum
- 15) Iugal-ezen simug
- 16) Idamar-^dEN.ZU-an-d[ùl] dub-[sar]
- 17) lú-inim-ma-bi-me
- 18) igi-bi-še é ba-sa₁₀
- 19) mu lugal-bi in-pād
- 20) šu ḥa-ba-lu₅-ke₄ énsi adab^{ki}

u.c. 21) mu ús-sa dšu-dEN.[ZU lugal] úriki-ma-ke4 bàd mar-[tu] mu-ri-iq
ti-id-nim m[u-dù]

Seal

a-za-da

dumu e-lum-ma

(1) One (and) 1/3 sar (and) 6 gin of a built-up house-lot and empty ground, (2) the house-lot of Azada, (3) for 4 1/3 shekels of silver (4) Šu-ilī (5) bought. (6) Abba-kala, son of Ur-mes; (7) Bu^uuzānum, son of Šabulum; (8) Adallal, son of Puzur-Ašgi; (9) Šu-Mama, son of Magure; (10) Lugal-ane, son of Ur-Šulpae; (11) Ur-Enlila, son of Zula^a; (12) Ippalis, son of Issu-arik; (13) Ur-Šulpae, son of Šeš-kala; (14) Pūma-ilum, son of Šugatum; (15) Lugal-ezen, the smith; (16) Amar-Sin-and[ul], the scribe; (17) these are the witnesses. (18) Before them the house was bought. (19) He (i.e., Azada) swore by the name of the king (not to contest?). (20) By the authority of Ḫabaluke, the governor of Adab. (21) Date. Seal of Azada, son of Elumma.

Commentary

1. For the term é-dù-a ù KI.UD, see 3.2.1.1.
12. For the name Issu-arik, see Gelb, *MAD* 3, pp. 16–17 (under *idum*).
For the name Pūma-ilum, see *ibid.*, p. 210 (under *pum*).
18. For this clause, see 2.5.
20. For this clause, see 2.13.1.

74.

Text: U. 6962 (*UET* 1 63 = *UET* 3 9, photo of the seal *UE* 10, pl. 25 no. 408). ✓

Collated by J. N. Postgate.

Origin: Adab.

Date: [?].

- 1) 20 [. . .]
 - 2) x [. . .]
 - 3) AN [. . .]
(rest destr.)
- rev. (begin. destr.)
- 1') mu lugal-bi in-[pàd]
 - 2') ḫa-ba-lu5-ke5 énsi ad[ab^{ki}]
(space)
- i.e. 3') mu ús-s[a . . .]

Seal

dšul-gi

lú-dEN.ZU sukal

nita kalag-ga
lugal úriki-ma

dumu ìr-r[a- . . .]
[árad-zu]

(1') He (i.e., the seller) swore by the name of the king (not to contest?). (2') (By the authority of) Ḫabaluke, the governor of Adab. (3') Date. Seal of Lu-Sin (i.e., the seller?), the messenger, son of Irr[a- . . .], dedicated to Šulgi.

Commentary

This text is most probably a fragment of a sale document. For the structure, cf. nos. 69, 72, and 73.

2'. For this clause, see 2.13.1. Note that in the other Adab texts which contain this clause (nos. 69, 72, 73), the name of the governor is preceded by šu, "authority."

3'. L. Legrain, *UET* 3 (Indexes), p. 276, assigns to this tablet the year-name mu ús-sa, followed by a note D. 33 (= Dungi 33). Since Legrain commonly abbreviated year-names this way in *UET* 3, I had originally assumed that the whole formula is actually recorded on the tablet, and dated the tablet to Š 35. Based on this evidence, I suggested (*Seal and Sealing*, p. 47) that this tablet offers the earliest date for Ḫabaluke, the governor of Adab (the date given there was Š 36, following Ungnad's numbering of Šulgi's year-names). However, the subsequent collation of the line in question, kindly supplied by J. N. Postgate, shows only mu ús-s[a . . .]. Accordingly, the above dating is no longer valid; the earliest reference to Ḫabaluke as governor of Adab is now Š 38 (*MVN* 3 250).

75.

Text: A 22108 (to be published by R. M. Whiting). Collated.

Origin: Ešnunna.

Date: Š 47.

- 1) [x g]u-za [é-dù-a]
 - 2) [sám 9] 1/2 gín gín ku[g-bab]bar
 - 3) ki be-lí-ḫa-bi-i[š(-ta)]
 - 4) ab-si-bi in-sa6
 - 5) igi šu-dEN.ZU ugula-gešta
 - 6) igi gu-ru-ub-dEN.ZU
 - 7) igi a-ti-na-tum
 - 8) igi bi-du(?) -du(?)
 - 9) igi ù-zu-ul
- lo.e. 10) igi puzur4-ì-lí
- 11) dumu be-lí-ḫa-bi-iš NI-[x]
- rev. 12) i[gi] DINGIR-ba-ni
(space)

- 13) a-ḥ[u-ki-i]n simug
- 14) [dumu] gu-gu-za-ni
- 15) ḥendur-sag-ba-ni
- 16) dub-sar
- 17) [m]u ús ki-maški ba-ḥul

Seal

ḥendur-sag-ba-ni
dumu la-lu(?)-um(?)
dub-[sar]

(1) [x] gu-za (measures) of a [built-up house-lot], (2) (its) price (is) [9] 1/2 shekels of silver, (3) from Bēli-ḥabiš (4) Absibi bought. (5) Before Šu-Sin, the officer (in charge) of sixty (men); (6) before Kurub-Sin; (7) before Atinatum; (8) before Bidudu(?); (9) before Uzul; (10) before Puzur-ilī, (11) son of Bēli-ḥabiš, the [. . .]; (12) before Ilum-bāni. (13) Aḥ[u-ki]n, the smith, (14) son of Guguzani, (was the weigher of silver). (15) Ḥendursag-bāni (16) (was) the scribe. (17) Date. Seal of Ḥendursag-bāni, son of Lalum(?), the scribe.

Commentary

Note that the weigher of silver and the scribe are listed following the witnesses but separately from them. This pattern appears to be characteristic of the Ur III sale documents from Ešnunna, since it is also attested in no. 76, the other sale document of that origin.

1. The area measure gu-za is attested exclusively at Ešnunna, from the Sargonic (e.g., *MAD* 1 336:6, written GIŠ.GU.ZA) to the Old Babylonian period (courtesy R. M. Whiting). As Dr. Whiting suggests to me, one gu-za is probably an equivalent of one sar.

4. Note the spelling sa₆ for sa₁₀. The same writing also occurs in no. 106:3' and in an Old Babylonian sale document published by K. R. Veenhof, *Symbolae Böhl*, p. 361 LB 3232:22'.

5. For the title ugula-gešta, see commentary to no. 10:3.

10–11. Note that this witness is the son of the seller.

13–14. For this clause, see 2.12.

15–16. For this clause, see 2.14.

Seal. This is the only instance of the scribe sealing a sale document in Ur III sales. See 2.18.1.

76.

Text: TA 1931–T249 (to be published by R. M. Whiting). Collated.

Origin: Ešnunna.

Date: Nūr-aḥum I 1(?)/ix(?).

- 1) 23 1/3 sar ki-gál
- 2) kug-babbar níg-sám(NÍNDA×ŠE.AŠ.AŠ)-bi 2/3 ma-na 1/2 gín
- 3) ki a-ḥu-DÙG dumu kur-ša-núm
- 4) ba-ḥa-ru-um dumu ip-ku-ša
- 5) in-sa₁₀(NÍNDA×ŠE.AŠ.AŠ)
- 6) mu lugal-bi in-pàd
- 7) igi i-ba-lí-is ḥa-[za-núm]
- 8) igi šu-ga-t[um]
- 9) [igi] puzur₄-^dEN-[x]
- 10) [igi x]-[x]-UR-[. . .]
- 11) [igi . . .]-[NI(?)]-[. . .]
(rest destr.)
(begin. destr.)
- 1') [I]ú-inim-[ma-bi-me]
- 2') é-a-gáb-bi si[mug] kug-[lal-bi]
- 3') šu-ku-bu-um dub-s[ar]
(space)
- 4') iti ma-m[i]-tum
- 5') mu sagdu(SAG×DU) su-bir₄ tñbir-ra ba-ab-ra

Seal

a-ḥu-DÙG
dumu kur-ša-nu-um

(1) Twenty-three (and) 1/3 sar of uncultivated land, (2) the silver of its price (is) 2/3 mina (and) 1/2 shekel of silver, (3) from Aḥu-ṭāb, son of Kuršānum, (4) Paḥarum, son of Ippūša, (5) bought. (6) He (i.e., Aḥu-ṭāb) swore by the name of the king (not to contest?). (7) Before Ippalis, the ma[yor]; (8) before Šugat[um]; (9) [before] Puzur-EN-[x]; (10) [before X]-[x]-UR-[. . .]; (11) [before . . .]-[NI(?)]-[. . .]; [. . .]; (1') these are the wit[nesses]. (2') Ea-gabbī, the sm[ith], was the [weigher] of silver. (3') Šukubum (was) the sc[ribe]. (4'–5') Date. Seal of Aḥu-ṭāb, son of Kuršānum.

Commentary

1. For the term ki-gál, see 3.2.1.2.

2'. For this clause, see 2.12.

é-a-gáb-bi: Perhaps to be interpreted as Ea-gabbī, “Ea-is-all-I-have.” Cf. the MB and NB personal names with the element *gabbu*, “entirety, all, every, any,” cited by *CAD* G, p. 5a. If this identification is correct, it would be the only occurrence of *gabbu* prior to the MB period.

3'. For this clause, see 2.14.

4'. Dr. Whiting informs me that Mammītum appears to have been the ninth month at Ešnunna.

5'. For the reading and meaning of this date formula, see most recently Civil, *RA* 70 (1976):189. Dr. Whiting, who studied extensively the chronology of the early OB Ešnunna, believes that this date belongs to the beginning of the reign of Nūr-aḫum I; most likely, it is his first regnal year. The reign of Nūr-aḫum I roughly corresponds to the last years of Ibbi-Sin.

77. ✓

Text: *ITT* 2 2766.

Origin: Lagaš.

Date: ŠS 4/v.

- 1) 14 1/2 gín kub-babbar
- 2) níg-sám(NÍNDA×ŠE.AŠ) til-la
- 3) lú-má-gurg-ri-kam(?)
- 4) nam-maḥ-^dba-ú
- 5) ur-^dEN.ZU-ra
- 6) in-na-sum
- 7) nu-gi₄-gi₄
- 8) mu nu-gi₄-g[i₄-šè]
- rev. 9) mu lugal-b[i] pàd-da
- 10) I_ú-[ú]
- 11) I^dutu-kalam-e
- 12) I_{ur}-dun
- 13) I_{ur}-mes
- 14) I_{ur}-^dmes-ama-šags-ga
- 15) I_{ad}-KA-gi-na
- 16) I_{al}-la-DI.NE
- 17) lú-inim-ma-bi-me
- 18) iti munu₄-ku₅-ka
- lo.e. 19) mu bàd mar-tu ba-dù

(1) Fourteen and a half shekels of silver, (2) the complete price (3) of Lu-magure, (4) Nammaḥ-Bau (5) to Ur-Sin (6) gave. (7) Not to contest, (8–9) in order not to contest, the oath by the name of the king was sworn. (10) U^u; (11) Utu-kalame; (12) Ur-dun; (13) Ur-mes; (14) Ur-Mesamašaga; (15) Ad-KA-gina; (16) Alla-DI.NE; (17) these are the witnesses. (18–19) Date.

Commentary

14. To my knowledge, the deity Mesamašaga is not otherwise attested.

16. The element DI.NE also appears in the Ur III names ^dlama-DI.NE, lugal-DI.NE, nigir-DI.NE, suka-DI.NE, and ^dutu-DI.NE (see Limet, *Anthroponymie*, p. 224). Of those, lugal-DI.NE is attested already in the Sargonic period (*TMHC* 5 102

iii 2). Given the existence of the parallel names al-la-di-mu, ^dlama-ri/e-di-mu, and ^dutu-di-mu (Limet, *op. cit.*, p. 224), DI.NE is possibly to be read di-dè /dida-e/ and connected with di-da, “judgment,” for which see *CAD* D, p. 151 (under lexical section of *dinu*); Edzard, *SRU*, p. 149 note to l. 10. For the construction and spelling, cf. lugal-šud-dè /-šud-e/ (Westenholz, *OSP* 1, p. 91).

18. Note the spelling -ku₅- for -kú-.

78. ✓

Text: *ITT* 2 3470 + G. Buccellati, *Amorites*, pl. XIV no. 25 (collations). Tablet and envelope.

Previous treatments: M. Lambert, *RA* 57 (1963):197 no. 50 (translit. and transl.); Buccellati, *Amorites*, p. 54 (translit. and transl.).

Origin: Lagaš.

Date: ŠS 5.

- 1) 8 gín kug-babbar
- 2) níg-sám(NÍNDA×ŠE.AŠ.AŠ) uru-ki-bi ù dam dumu-na-šè
- 3) ki a-kal-la-ta
- 4) ba-ta-núm mar-tu
- 5) ù ^dšul-gi-da dumu-ni
- 6) šu ba-ti
- 7) níg-sám(NÍNDA×ŠE.AŠ.AŠ)-bi in-til
- 8) nu-gi₄-gi₄-da
- rev. 9) mu lugal-bi in-pàd
- 10) igi lugal-me-lám-šè
(envelope adds sipad)
- 11) igi ur-ki-gu-la nigir-šè
- 12) igi lú-nigir azlag_x(LÚ.TÚG)-šè
- 13) igi ^dutu-bar-ra simug-šè
- 14) igi a-gi-na-šè
- 15) lú-inim-ma-bi-me
(space)
- 16) mu ús-sa ^dšu-^dEN.ZU lugal bàd^{ki} mar-tu ì-dù
Envelope adds:
- 17) mu ba-ta-núm-šè
- 18) kišib ^dšul-gi-da dumu-na íb-ra

Seal

^dšul-[gi-da]

àga(?)-[ús(?)]

dumu ba-ir-ra-núm

(1) Eight shekels of silver, (2) as the price of Uru-kibi and his wife (and) children, (3) from Akala (4) Batānum, the Amorite, (5) and Šulgida, his son, (6) received. (7) He (i.e., Akala) completed (the payment of) the price. (8–9) They (i.e., the sellers) swore by the name of the king not to contest. (10) Before Lugal-melam, (the shepherd); (11) before Ur-kigula, the herald; (12) before Lu-nigir, the fuller; (13) before Utu-bara, the smith; (14) before Agina; (15) these are the witnesses. (16) Date. (17) In place of (the seal of) Batānum (18) the seal of Šulgida, his son, was rolled. Seal of Šu[lgida], the gen[darme(?)], son of Bairrānum(!).

Commentary

7. For this clause, see 2.2.3.

8. According to Buccellati, *Amorites*, p. 54: “Collation shows that l. 8 as copied by the original editor is incomplete.” However, on the basis of the context, there is nothing missing in the line.

Seal. àga(?)-[ús(?)]: Buccellati, *ibid.*, p. 54, reads é? [x x].

ba-ir-ra-núm: Clearly a variant spelling of the name ba-ta-núm (ll. 4, 17). Buccellati, *ibid.*, p. 137, was unable to explain the phonological correspondence between these two forms.

79. ✓

Text: Th. G. Pinches, *BTBC* 53.

Previous treatment: Pinches, *BTBC*, pp. 61–62 (translit. and transl.).

Origin: Lagaš.

Date: ŠS 7/v.

- 1) 7 gín lal igi-3-gál kug-babbar
- 2) sám til-a géme-^dna-rú-a-šè
- 3) ki ur-ki-gu-la-ta
- 4) lugal-ezen engar
- 5) šu ba-ti
- 6) nu-bíl-da
- rev. 7) mu lugal-bi ì-pàd
- 8) igi ab-ba-mu-šè
- 9) igi géme-^dlama-šè
- 10) igi lú-^dna-rú-a dumu hé-ma-zi-zi-šè
- 11) igi šag₅-a-ga-šè
- 12) lú-inim-ma-bi-me
- 13) iti munu₄-kú
- 14) mu ma-da za-ab-ša-li ba-ḫul

(1) Six and 2/3 shekels of silver, (2) as the complete price of Geme-Narua, (3) from Ur-kigula (4) Lugal-ezen, the farmer, (5) received (6–7) He (i.e., Lugal-ezen) swore

by the name of the king not to transgress (the agreement). (8) Before Abbamu; (9) before Geme-Lama; (10) before Lu-Narua, son of Ḫemazizi; (11) before Šaga; (12) these are the witnesses. (13–14) Date.

Commentary

6–7. For this clause, see 2.6.3.2.

nu-bíl-da: I assume that bíl stands for bala, Akk. *nukkuru*, “to change, violate.”

80. ✓

Text: AO 13019 (*FT* 2, pl. L TG 3312).

Origin: Lagaš.

Date: ŠS 8/iii.

- 1) 1 gín kug-babbar
- 2) níg-sám(NÍNDA×ŠE.AŠ.AŠ)^{am} til-la
- 3) géme-^dutu-ka
- 4) ki lugal-suluḫu(SÍG(!).BU)
- 5) ur-^dba-ú-ke₄
- 6) [šu] [ba]-an-ti
- 7) [igi x]-[x-x-šè]
- rev. 8) [igi x]-sag-[. . .] lú-Ḫⁱštir-[šè]
- 9) igi ur-^dig-alim-šè
- 10) igi lú-^dnin-gír-su-šè
- 11) igi lú-^dEN.ZU-šè
- 12) igi ku-ru-šag₅-šag₅-šè
- 13) igi nin-dub-sar-šè
- 14) igi nin-ezen-šè
- 15) [iti] ezen-^dlig-si₄
- u.e. 16) [mu má-gu]rḡ-maḫ [ba-dím]

(1) One shekel of silver, (2) the complete price (3) of Geme-Utu, (4) from Lugal-suluḫu (5) Ur-Bau (6) received. (7) [Before X]-[x-x]; (8) [before] [X]-sag-[. . .], the “forester”; (9) before Ur-Igalim; (10) before Lu-Ningirsu; (11) before Lu-Sin; (12) before Kuru-šagšag; (13) before Nin-dubsar; (14) before Nin-ezen. (15–16) Date.

Commentary

4. For other occurrences of this name, which is also written -SÍG.SUD (e.g., *HSS* 4 4 iii 19), see Limet, *Anthroponymie*, p. 472 (under Lugal-síg-BU). For suluḫu, Akk. *sulumḫú*, a long-fleeced breed of sheep, see W. Heimpel, *Tierbilder*, p. 227; *CAD* S, p. 371.

8. lú-giš^{ti}r: A worker employed in the reverain thickets or copses. See Steinkeller in M. A. Powell, ed., *Labor in the Ancient Near East*, AOS 68 (New Haven, 1987), p. 75.

81.

Text: ITT 3 6370.

Origin: Lagaš.

Date: ŠS 8.

- 1) 1 dumu-SAL lú-^dnin-šubur in-mu-na-si mu-ni
- 2) 4 gín igi-4-gál kug-babbar níg-sám^{am} til-a-ni-šè
- 3) GÁNA.ŠUKU-mu-a
- 4) lú-^dnin-šubur-ra
- 5) in-ši-sa₁₀
- 6) kug-bi-ta íb-ni-è
- rev. 7) nu-ù-gi₄-g[₁₄-da]
- 8) mu lugal-bi in-[pàd]
- 9) lú-^dnanše-ke₄ nam-[^l]ú-gi-na-ab-tum-bi-šè
- 10) mu lugal-bi in-pàd
- 11) igi lú-^ddumu-zi-da dumu in-na-na
- 12) igi ur-túl-sag muš-laḥ₄(DU)-šè
- 13) igi ur-^dsi₄-an-na-šè
- 14) igi ama-mu-ḥa-me-na-šè
- u.e. 15) mu má-gur₃-maḥ ba-dím

(1) One daughter of Lu-Ninšubur, her name is Inmunasi, (2) for 4 1/4 shekels of silver, her complete price, (3) GANA.ŠUKU-mu^a (4) from Ninšubur (5) bought. (6) He (i.e., GANA.ŠUKU-mu^a) completed the payment of this silver (lit.: he went out of this silver). (7–8) He (i.e., Lu-Ninšubur) swore by the name of the king that he will not contest. (9–10) Lu-Nanše swore by the name of the king for the guarantorship. (11) Before Lu-Dumuzida, son of Innana; (12) before Ur-tulsag, the snake charmer; (13) before Ur-Sianna; (14) before Amamu-ḥamena; (15) Date.

Commentary

Note that the sold girl is the daughter of the seller.

3. The PN GÁNA.ŠUKU-mu-a, “producing(?) (-mu- for -mú-?) prebend-field,” is most unusual. However, the context assures that this is the name of the buyer.

6. For this clause, see 2.2.4.

9–10. For this clause, see 2.11.1.1.

82.

Text: ITT 2 3512.

Previous treatment: M. Lambert, *RA* 57 (1963):198 no. 56 (translit. and transl.).

Origin: Lagaš.

Date: IS 1/viii.

- 1) 4 gín igi-4-gál kug-babbar
- 2) níg-sám(NÍNDA×ŠE.AŠ)^{am} til-la
- 3) ^lnin-kug-zu dumu ur-gar
- 4) ur-ki-maḥ-ke₄
- 5) in-ši-sa₁₀
- 6) ^lú-^dnin-gír-su dam-gàr
- 7) ^lugal-á-zi-[da]
- 8) ^lur-^dnin-[. . .]
- 9) ^ldug₄-ga-[. . .]
- rev. 10) [^l . . .]
- 11) ^l[ú-inim-ma-bi-me]
- 12) mu [nin-kug-zu-šè]
- 13) kišib ur-[gar-ra (ad-da-na)]
- 14) íb-[ra]
- 15) zi lugal ì-p[àd]
- 16) iti ezen-^dba-ú
- 17) mu ^dí-bí-^dEN.ZU lugal

(1) Four and 1/4 shekels of silver, (2) (this is) the complete price (3) of Nin-kugzu, son of Ur-gar; (4) Ur-kimaḥ (5) bought him (i.e., Nin-kugzu sold himself to Ur-kimaḥ). (6) Lu-Ningirsu, the merchant; (7) Lugal-azi[da]; (8) Ur-Nin-[. . .]; (9) Duga-[. . .]; (10) [. . .]; (11) these [are the witnesses]. (12) In place of [(the seal of) Nin-kugzu] (13) the seal of Ur-[gar, (his father)], (14) was [rolled]. (15) He (i.e., Nin-kugzu) swore by the life of the king (not to contest?). (16–17) Date.

Commentary

This text is a self-sale document.

3. Since Nin-kugzu is predominantly a female name (see the examples listed in Limet, *Anthroponymie*, p. 514), it is possible that in spite of the use of dumu and not dumu-SAL the person in question is a woman.

12–14. Reconstructed after no. 78:17–18. These lines demonstrate that the tablet originally had a sealed envelope.

15. For zi lugal-(ak)-(bi), in place of the usual mu lugal-(ak)-(bi), see 2.10.1.

83.

Text: *ITT 3 6582 + NSGU 3*, pl. 1 no. 9 (collations).Previous treatment: A. Falkenstein, *NSGU 2*, pp. 13–14 no. 9 (translit. and transl.).

Origin: Lagaš.

Date: [?].

(begin. destr.)

- 1') [dutu]-[ba-è] [dumu] ba-zi-ra
 2') in-ši-sa₁₀
 3') nu-ù-gi₄-gi₄-da
 rev. 4') dutu-ba-è-e
 5') mu lugal-bi in-pàd
 6') [Še]š(?) -kal-[a(?)] [x x x]
 (rest destr.)
 i.e. [. . . D]U(?) -ba

(1') from [Utu]-[bae], [son] of Bazi, (2') he bought. (3'–5') Utu-bae swore by the name of the king that he will not contest. (6') [Še]š(?) -kal[a(?)]; [. . . ; (these are the witnesses)].

Commentary

Falkenstein, *NSGU 2*, pp. 13–14, classified this text as a “Gerichtliche Beurkundung eines Kaufes,” basing this interpretation on his reconstruction of l. 6': [x] x-KAL du[mu]-l[ú]-x-x [ma]šk[im], and of i.e.: [x x x x ki-ba glub-ba. However, these readings do not seem to be supported by his own collations. The signs on the left edge are most probably remains of the date formula.

84.

Text: *ITT 5 6837 + NSGU 3*, pl. 8 no. 100 (collations).Previous treatment: A. Falkenstein, *NSGU 2*, pp. 163–164 no. 100 (translit. and transl.).

Origin: Lagaš.

Date: [?].

- 1) 1 1/3 sar [é (. . .)]
 2) níg-sám^{am} til-la-bi 5 1/2 gín kug-babbar-šè
 3) ur-^dig-alim dumu ur-šag₅-ga-ke₄
 4) ur-šag₅-ga ab-ba-n[i-ir]
 5) in-ši-s[a₁₀]
 6) é-a nu-ù-[gi₄-gi₄-da]
 7) [ur-šag₅-ga]
 8) m[u] lu[gal-bi in-pàd]
 (rest destr.)

rev. (begin. destr.)

- 1') [x]-[x]-[. . .]
 2') lú-[^d][. . .]
 3') ur-[^d][. . .]
 4') lú-[. . .]
 5') [x]-[. . .]
 (rest destr.)

(1) One and 1/3 sar of a [house], (2) for its complete price, 5 1/2 shekels of silver, (3) Ur-Igalim, son of Ur-šaga, (4) [from] Ur-šaga, his father, (5) bought. (6–8) [Ur-šaga swore] by the name of the king that he will not [return] to the house (with claims). [. . .]; (1') [X]-[x]-[. . .]; (2') Lu-[. . .]; (3') Ur-[. . .]; (4') Lu-[. . .]; (5') [X]-[. . .]; [. . . ; (these are the witnesses)].

Commentary

Though this text was classified by Falkenstein, *NSGU 2*, pp. 163–164, as a fragment of a court *Sammelurkunde*, it almost certainly is a sale document. Note that the same form of the no-contest clause is found in the Ur sale no. 105:7–8.

3–4. Note that the buyer is the son of the seller.

85.

Text: *LB 2519 (TLB 3 170)*.

Origin: Lagaš.

Date: [?].

- 1) [. . . ù] ḥa-la-^d[. . .]
 2) dumu géme-^diškur-me
 3) ba-zi lú ur-lug[al]-ka-šè
 4) dutu-bar-ra dumu ur-š[ag₅-ga] dumu dub-sar-maḥ
 5) in-ši-sa₁₀
 6) sám-ma-ni 15 gín kug-bab[bar] in-til
 7) ur-lum-ma dumu NI-[x]-[(x)] sipad
 rev. 8) [. . .]
 9) [. . . -r]a(?)
 (rest destr.)
 i.e. A scribal mark (𒀭)

(1) [. . . and] Ḥala-[. . .], (2) children of Geme-Iškur, (3) from Bazi, the man of Ur-lug[al], (4) Uru-bara, son of Ur-š[aga], grandson of the chief scribe, (5) bought. (6) Their(!) price, 15 shekels of silver, he completed. (7) Ur-lumma, son of NI-[x]-[(x)], the shepherd; (8) [. . .]; (9) [. . . -r]a(?); [. . . ; (these are the witnesses)].

Commentary

4. Ur-šaga, son of the chief scribe, is also mentioned in the Lagaš texts *Jacobsen Copenhagen* 53 i 11, vi 13 (Š 33) and *Barton Haverford* 1 i v 2, 6 (Š 36). The name of his father is given in another Lagaš tablet: 6(gur) dabīn gur lugal ki da-da-ga sabra kišib ur-šags-ga dumu da-da ur-šags-ga <dumu> dub-sar-maḥ šu ba-ti, "6 gur of *tappinnu*-flour, (according to) the royal gur, from Dadaga, the majordomo – the seal of Ur-šaga, son of Dada – Ur-šaga, <son> of the chief scribe, received" (*MVN* 2 196:1–5 – Š 30). One has to emend *dumu*, since, as shown by the earlier-cited texts, Dada held the office of *dub-sar-maḥ* as late as Š 36, and therefore Ur-šaga could not have occupied the same office in Š 30. The title *dub-sar-maḥ*, relatively common in the Pre-Sargonic and Sargonic periods, is very rare in Ur III times. Apart from Dada, the only other *dub-sar-maḥ* known to me is Ur-Enlila, who was active at Umma (*Nikolski* 2 466:3 – Š 43; *SET* 12:5 – Š 44; 47:2 – Š 43).

6. sám-ma-ni: The expected form is sám(-ma)-ne-ne, since the object of the transaction is plural.

i.e.: The same scribal mark occurs, also on the left edge, in the Lagaš texts *TLB* 3 75 (Š 47) and 82 (Š 48).

86.

Text: *ITT* 3 6518 + 6543 + *NSGU* 3, pl. 19 no. 211 (collations).

Previous treatment: A. Falkenstein, *NSGU* 2, pp. 367–371 no. 211 (translit. and transl.).

Origin: Lagaš.

Date: AS 7.

- i 7) I gēme-dša-u₁₈-ša gēme a-šags-ga
 8) 6 gín kug-babbar-šè
 9) a-šags-ga-a
 10) ur-mes-e
 11) igi di-kud-ne-[šè] in-ši-sa₁₀
 12) ba-ba-mu maš[kim](PA.[KAS₄])

(i 7) Geme-Šauša, the slave woman of Ašaga, (8) for 6 shekels of silver (9) from Ašaga (10) Ur-mes (11) bought before the judges. (12) Babamu (was) the bailiff.

Commentary

This text is not a regular sale document, but a record of the official authorization of a sale transaction, included in a court *Sammelurkunde*. It is notable that the transaction was concluded before judges, and that it was attended by a bailiff (*maškim*). See also 2.13.1.

87.

Text: *MDP* 28 410.

Previous treatment: V. Scheil, *MDP* 28, pp. 56–57 (translit. and transl.).

Origin: Susa.

Date: ŠS 4/xii.

- 1) [1] sag-SAL MI-[lī(?)]-i-[lī(?) mu-ni-i[m]
 2) sám-bi kug 7 g[ín]
 3) ki a-lu-ta
 4) ù mi-a-ti
 5) en-ni-na-d[a]
 6) in-ši-sa₁₀
 7) giš-gana fb-ta-ab-la
 rev. 8) igi pa-at-na-šum
 9) igi ù-ma-ni
 10) igi i-bu-kum
 11) igi ir-ra-ur-sag
 12) igi a-ḥu-wa-gār
 13) igi ir-ra-an-dùl simug
 14) igi ri-ib-šu [(. . .)]
 15) igi si-ba-am(?) [(. . .)]
 16) igi-ne-ne-[šè]
 17) lú-inim-ma-[bi-me]
 18) [mu] lugal in-[pàd]
 i.e. 19) [i]ti a-da-ru-um
 20) mu ús-sa-a si-ma-núm^{ki} ba-ḥul

(1) [One] woman, her name is Šil[lī(?)]-i[lī(?)], (2) her price (is) 7 she[kels] of silver (3) from Alu (4) and Mi^{ati} (5) Enni-na^{d[a]} (6) bought. (7) They (i.e., the sellers) made her cross over the giš-gana. (8) Before Patnašum, (9) before Uman (10) before Ibukum, (11) before Irra-ursag, (12) before Aḥu-waqar, (13) before Irra-andul, the smith, (14) before Rībšu [(. . .)], (15) before Sibam(?) [(. . .)] (16) before them, (17) the witnesses, (18) they (i.e., the sellers) [swore by the name of the king (not to contest?). (19–20) Date.

Commentary

1. For the name Šilli-ilī, see Gelb, *MAD* 3, pp. 243–244 (under *šillum*).
 6. The expected form is in-ne-ši-sa₁₀, "he bought from them."
 7. For this clause, see 2.4.

fb-ta-ab-la: = /i-b-ta-bala/. Cf. e-ki-ib-la alternating with é-ki-bala i *Orientalia Suecana* 10 (1961):4 ll. 7–8 and 63–64. See Sjöberg, *ibid.*, p. 9. Note also the spelling ÍB.LA in no. 128:12, which probably represents ÍB.BALA.

9. ù-ma-ni: The interpretation of this name is uncertain. Gelb, *MAD* 3, p. 45, lists it under *ummānum*, "craftsman." In contrast, Limet, *Anthroponymie*, p. 534, takes it to be a Sumerian name.

10. For this name, see Gelb, *MAD* 3, pp. 12–13 (under 𐎶BK?).

14. For this name, see *ibid.*, pp. 229–230 (under *ribum*).

16. Alternatively, this line could contain the name of yet another witness: igi bí-bí-[. . .], "before Bibi-[. . .]."

88.

Text: *MDP* 18 199.

Origin: Susa.

Date: Ebarti I(?) of Šimaški, 1/[?].

- 1) 1 sag-nita
- 2) é(?) -nu(?) -me(?) mu-ni-im
- 3) sám-bi 2 gín kug-babbar
- 4) in-na-lal
- 5) ki ^damar-^dEN.ZU-ba-ni
- 6) gir-na-me-er
- 7) [i]n-ši-sa₁₀
- 8) [igi] a-la-fa(?)

(rest destr.)

rev. (begin. destr.)

- 1') sa[g giš-ga]n-na íb-[ta(?)]-[ba]la-e
- 2') lú [(lú) nu-g]i₄-g₄-[dè(?)]
- 3') mu [lugal-bi in-p]ād
- 4') iti [. . .]
- 5') mu e-bar(?) -a[t(?)] [lugal]

(1) One man, (2) his name is Enume(?); (3) his price, 2 shekels of silver, (4) he (i.e., the buyer) weighed out. (5) From Amar-Sin-bāni (6) Girnamer (7) bought him. (8) [Before] Ala-fa(?)], [. . .] (1') he (i.e., Amar-Sin-bāni) made the "head" cross over the giš-gana. (2'–3') They swore by the name of [the king] not to contest one against the other. (4'–5') Date.

Commentary

6. gir-na-me-er: This name appears to be homonymous with that of Girnamme, the first ruler of the Šimaškian dynasty. For Girnamme, see most recently M. W. Stolper, *ZA* 72 (1982):49–50; Steinkeller, *JAOS* 108 (1988) (in press).

1'. For this clause, see 2.4.

5'. If my reading of the date formula is correct, we could find here the basic form of the date "following year Ebarat (became) king," which appears in a group of

economic tablets from Susa: mu ús-sa e-ba-ra-at lugal (*MDP* 23 296); mu ús-sa ià-a-ba-ra-at lugal (*MDP* 23 291, 295, 297, 298, 300–302); mu ^dià-a-ba-ra-at lugal mu ús-sa-bi (*MDP* 23 292); mu ús-sa [x]-ba-ra-at lugal (*MDP* 23 304, 305). W. G. Lambert, *Iraq* 41 (1979):38–40, connected the ruler named in that date formula with the Šimaškian (LÚ.SU(.A)) Iabrat of Ur III sources, and thought that both were identical with Ebarti I of the Šimaškian king list. In contrast, Stolper, *ZA* 72, 49 n. 25a, though accepting the identification of Iabrat with Ebarti I, attributed the formula in question to Ebarti II, who ruled in the beginning of the Isin-Larsa period. The present text has an important bearing on this question, since it almost certainly dates to the Ur III period. Apart from its script and phraseology, which are characteristic of Ur III sale documents, an Ur III date is demonstrated above all by the presence of the personal name Amar-Sin-bāni (l. 5). It is highly unlikely that a name invoking the deified Amar-Sin could have been used following the end of the Ur III period. These facts definitely support Lambert's suggestion that the above date formula belongs to Ur III times, and, accordingly, that it refers to Ebarti I. Given that Ebarti I (= Iabrat) is documented as early as Š 44/x (A 3004:10, unpubl.), we would have to assume that the period of his rule over Susa belonged to Ibbi-Sin's reign, some time after IS 3, when Ur appears to have lost the control of the Susiana (see Jacobsen, *JCS* 7 [1953]:38), but probably not later than the middle of Ibbi-Sin's reign.

88*.

Text: This sale document is preserved in two separate copies: (a) a tablet in the collection of the Staatliche Sammlung Ägyptischer Kunst, München, ÄS 1313, courtesy Gertrud Farber (copy by Farber pl. VII); (b) a tablet in the collection of the Phillips University, Enid, Oklahoma, read from a hand-copy and photographs kindly provided by R. D. Freedman (to be published by Freedman elsewhere). The text of both tablets is identical, with a difference that (b) reverses the order of lines 5 and 6. Our transliteration follows tablet (a).

Origin: Umma.

Date: Tenure of the governor Aḫūpa. Before Š 33.

- 1) 1 1/3 sar é
- 2) 17 gín igi-6-gál kug
- 3) sám é
- 4) 1 ma-na síg
- 5) 1 ^{lú}gNÍG.SAL.LAL.SAG
- 6) 1 sila ì
- 7) níg-ba é
- 8) ur-nigin-gar
- 9) dumu gir-ni-ke₄
- 10) gal₅-lá-gal-ke₄

- 11) gu-gu dumu ús-mu-šè
 12) ì-šags-a-ni dam-ni
 13) min-na-ne-ne-šè
 14) é in-ne-ši-sa¹⁰
 15) inim-bi ì-til
 rev. 16) ḫa-na-a šidim
 17) ur-É.MIR.ZA šidim
 18) lugal-sig₅ dub-sar
 19) al-la dumu ur-du₆ kurušda
 20) mussax(SAL.NITA)^{sá} gu-gu
 21) inim-ma-ni-zi dumu in-na-a
 22) árad dumu lugal-TAR
 23) lú-ki-inim-ma-me-éš
 24) 200 ninda-banšur(wr. ASAL) 60 dug kaš útul-útul
 25) inim-^dšara um-mi-a
 26) ud-ba a-ḫu-a énsi umma^{ki}

(1) One (and) 1/3 sar of a house; (2) 17 1/6 shekels of silver (3) (is) the price of the house; (4) one mina of wool, (5) one headband, (6) (and) one sila of oil (7) (is) the gift for the house. (8) Ur-nigingar, (9) son of Girmi, (10) the chief constable, (11) from Gugu, son of Usmu, (12) (and) Išagani, his wife, (13) from both of them, (14) bought (this) house. (15) He (i.e., Ur-nigingar) completed this transaction. (16) Ḫana^a, the mason; (17) Ur-É.MIR.ZA, the mason; (18) Lugal-sig, the scribe; (19) Alla, son of Ur-du, the cattle-fattener, (20) the son-in-law of Gugu; (21) Inimanizi, son of Inna^a; (22) Arad, son of Lugal-TAR; (23) these are the witnesses. (24) 200 table-breads (and) 60 bowls of beer (25) (for) Inim-šara, the master (house-surveyor). (26) Date.

Commentary

The present text is completely unique among the Ur III sale documents, because it lists a “gift for the house” (níg-ba é), and another gift for the master (house-surveyor). While such gifts are a standard feature of sales of real property (and occasionally also of slaves) in the Sargonic and earlier periods, this practice has not so far been documented for Ur III times. It is notable that no. 88* is very likely the earliest Ur III sale document known so far, and thus the inclusion of gifts in it may represent a late survival of a tradition that was discontinued in the Ur III period. See in detail 4.2.

5. túgNÍG.SAL.LAL.SAG: Also written NÍG.LAL.SAG (*Or.* NS 44 [1975]: 436 no. 1 ii 3 [Fara]; *DC* pls. LIV-LV ii 34 [Pre-Sargonic]; *Death in Mesopotamia*, p. 68 i 10 [Pre-Sargonic]), NÍG.SAG.SAL (*DP* 31 i 11; *RTC* 18 vi 8 [both Pre-Sargonic]), and NÍG.SAG.LAL.SAL (e.g., *DP* 32 ii 4', 75 iv 2 [Pre-Sargonic]; *Oberhuber Florenz* 123:6 [Ur III]). As is shown by these variant spellings, this word is a logogram, the correct sequence of the signs probably being

NÍG.SAG.LAL.SAL. Although the reading of this logogram is not known, the sense “headband” can be deduced from its component elements: “something (NÍG) that binds (LAL) the head (SAG),” with SAL meaning either “female” or “thin, fine.”

8–10. Ur-nigingar, son of the chief constable Girmi, is documented in two other Umma texts: (1) *MVN* 1 136:7–8 (šag₄ dub-ba dam gal₅-lá-gal mu gal₅-la-gal-šè kišib ur-nigin-gar ì-gál; not dated); the seal reads: ur-nigin-gar / dub-sar / dumu ġir(!)-ni-ke₄ (2) *MVN* 4 161:9–12 (ur-nigin-gar dumu mu gal₅-lá-gal-šè kišib ur-nigin-gar ì-gál; no dated). A seal of Ur-nigingar, different from the one impressed on *MVN* 1 136, has survived (L. Speleers, *Catalogue des intailles et empreintes orientales des Musées Royaux du Cinquantenaire* [Brussels, 1917], p. 107 = Edzard, *AfO* 22 [1968/69]: 14.15). Its inscription reads: ur-nigin-gar / dub-sar / dumu ġir-ni / gal₅-lá-gal. Ur-nigingar had two brothers: Nigingar-kidug, the chief constable (who must have inherited this position from Girmi), and Bašaga. Nigingar-kidug is attested in *MVN* 1 182: (Š 26) + seal (ni[gin-gar-ki-dùg] / gal₅-lá-gal / dumu ġir-ni / gal₅-lá-gal), *Or.* 47–48: 500:72 (not dated; collated by Waetzoldt, *OA* 17 [1978]:55), and *TCL* 5 6166 i 16 (gal₅ lá-gal(!); not dated). For Bašaga, see *Sigrisť Syracuse* 41 (Š 35/xii), which bears the following sealing: ba-šags-ga / dumu ġir-ni / gal₅-[lá]-gal. In addition, there survive references to Nigingar-kidug's son, named Lu-duga. Lu-duga's three seals appear on a number of tablets: (1) i) lú-dùg-ga / dub-sar ii) dumu nigin-gar-ki-dùg / gal₅-lá-ga (*Sigrisť Syracuse* 94 [Š 33/v]; *BIN* 3 623 [not dated]); (2) i) ur-^dli₉-si₄ / énsi / umma^k / lú-dùg-ga ii) dub-sar / dumu nigin-gar-ki-dùg / gal₅-lá-a / árad-zu (*Sigrisť Syracuse* 9' [Š 34]; *SACT* 2 97 [Š 38]; *Sauren N.Y. Public Library* 74 [Š 39/iv]; *Nikolski* 2 27 [Š 40/vii]; *YOS* 4 168 [Š 41]); (3) lú-dùg-ga dub-sar / dumu nigin-gar-ki-dùg / gal₅-lá gal (*MVN* 3 390 [not dated]). Based on this information, and the fact that no. 88* date to the tenure of the governor Aḫu^a (before Š 33), we can conclude that Ur-nigingar was active during the third and perhaps the fourth decades of Šulgi's reign.

For the title/occupation gal₅-lá-gal, see Edzard, *SRU*, p. 153, who translates it “Person im Gerichts- oder Polizeiwesen.”

17. The same PN appears in the Sargonic texts from Lagaš and Umma under the spellings ur-^dA.MIR.ZA and ur-A.MIR.ZA (for the examples, see B. R. Foster *Umma in the Sargonic Period*, p. 61). Sargonic Umma texts also list the field-name ágar-A.MIR.ZA (see *ibid.*, p. 61), which corresponds to a-šag₄-É.MIR.ZA of Ur II Umma sources (e.g., *Forde Nebraska* 37:104, 140; *BIN* 5 277:93, 149; *Nikolski* 2 236 iv 2). In addition, the same divine element appears in the Ur III DN ^dnin-É.MIR.ZA which is attested at Umma (*Forde Nebraska* 37:35; *BIN* 5 277:9; *Nikolski* 2 236 i 18) and probably also in the Fara DN ^dnin-ZA.MIR (*WVDOG* 43 i iii 25; photo pl. 2). I propose that ^dnin-É.MIR.ZA and ^dnin-ZA.MIR are to be identified with ^dnin-é-za of the god lists from Abu Salabikh (*OIP* 99 83 v 9', 84 iii 6'), for which also note the temple(?) é-za in Steible, *FAOS* 5/1 Ean. 69 ii 10, iii 3 (read é-[za]-ka-n[a]). If so, the spellings É.MIR.ZA, A.MIR.ZA, and ZA.MIR could respectively be interpreted as ^aaza_x(MIR)^{za}, ^aaza_x^{za}, and ^{za}aza_x.

19–20. Note that this witness is the son-in-law of the sellers.

24. ninda-banšur(wr. ASAL): For ninda-banšur, "table-bread," see H. Hoffner, *Alimenta Hethaeorum* (New Haven, 1974), pp. 193-194. For the use of ASAL in place of BANŠUR, see Steinkeller, *RA* 74 (1980):6 n. 7.

I assume that dug kaš útul-útu is to be interpreted as dug-útu-útu kaš. For dug-útu, Akk. *dīqāru*, see *CAD* D, pp. 157-158. For Ur III occurrences of dug-útu, see, e.g., *BE* 3/1 106:1 (útu); *ITT* 2 892 rev. ii 15'-16', iii 12'; Sigrist, *AUCT* 1, p. 71.

25. um-mi-a apparently stands here for um-mi-a lú-é-éš-gar, well-known from the Fara sale documents. See 2.13.3.

26. Since Ur-Lisi, until now the earliest-documented governor of Umma, is first attested in Š 33 (see commentary to no. 93), Aḫuḫa must have held that office before Š 33. This dating is supported by the prosopographic data on Ur-ningimar and his family (see above). For the ud-ba dates, see 2.17.1.

89.

Text: AUAM 73.1042. Tablet and envelope (only small fragments). Copy pl. VII.

Origin: Umma.

Date: Š 36/xi/1.

- 1) [x] gín kug-babbar
- 2) [sám]ám 3 sar é-šè
- 3) [ki] nigin-gar-ki-dug-ta
- 4) níg-sig₅ dumu lú-gu-la dam-gar-ke₄ šu ba-ti
- 5) lú-^dnin-šubur
- 6) lugal-si-bil-e nar
- 7) lú-bùlug-gá dam-gar

(space)

- 8) lú-ki-inim-ma<bi-me>-éš

rev. 9) iti pab-ú-e ud l-àm i-im-da-gál

- 10) mu ^dnanna kar-zi-da a-rá 2-kam é-an-na ba-a-ku₄

(1) [x] shekels of silver, (2) as [the price] of 3 sar of a house, (3) from Nigin-garkidug (4) Nigsig, son of Lu-gula, the merchant, received. (5) Lu-Ninšubur; (6) Lugal-sibile, the singer; (7) Lu-buluga, the merchant; (8) these are the witnesses. (9-10) Date.

Commentary

9. ud l-àm i-im-da-gál: "being the first day." This type of date formula is unique for an Ur III text. See n. 345.

90.

Text: AUAM 73.3098 (to be published by M. Sigrist). Collated.

Origin: Umma.

Date: Š 39.

- 1) [gé]me-dgeštin-an-ka
- 2) géme šeš-kal-la
- 3) 4 gín kug-babbar-šè
- 4) lú-^dšara dam-gar
- 5) in-ši-sa₁₀
- 6) ur-da-da
- 7) dumu lú-me-lám
- rev. 8) a-da-ga
- 9) dumu a-ab-ba-mu
- 10) dingir-ra-àm
- 11) dumu lugal-pa-è
- 12) ur-àm-ma dam-gar
- 13) lú-inim-ma-bi-me
- 14) mu é PUZUR₄^{is-d}da-gan ba-dù

(1) [Ge]me-Geštinana, (2) the slave woman of Šeš-kala, (3) for 4 shekels of silver (4) Lu-Šara, the merchant, (5) bought. (6) Ur-dada, (7) son of Lu-melam; (8) Adaga, (9) son of A=abbamu; (10) Dingiram, (11) son of Lugal-pae; (12) Ur-amma, the merchant; (13) these are the witnesses. (14) Date.

Commentary

The Umma provenience of this text is demonstrated by the fact that Ur-amma, the merchant (l. 12), is also mentioned in the Umma tablet *Or.* 47-49 484:10 (not dated). Furthermore, the personal name ur-àm-ma is attested almost exclusively in sources from Umma. See Limet, *Anthroponymie*, p. 536.

Lu-Šara, the merchant (l. 4), is very likely the same person as the buyer in nos. 93 and 94.

91.

Text: YBC 1152 (*YOS* 4 2). Collated.

Origin: Umma.

Date: Š 40.

- 1) lúšara-i-šags
- 2) 9 gín kug-bar₆-bar₆-šè
- 3) ma-ma ù da-da dumu-ni
- 4) a-tu-ra in-na-sum(!)

- 5) inim-bi ì-til
 6) Iù-bi-mu-ú-tum
 7) Igu-ú-gu dumu ù-ma-ni
 8) Iú-ib-gal dumu lugal-níg-lagar-e
 9) Iur-gú-eden-na engar
 10) Iú-^dnin-ur₄-ra dumu DINGIR-KA-na
 11) I_a-ab-e kug-dím
 12) dumu a-gu-za-na
 13) Inigir-an-ni dub-sar
 14) dumu inim-^dšara
 rev. 15) Iša-da dumu ukkin-ni
 16) Inin-KA-gi-na
 17) dumu ^gšdúr-gar-ni
 18) Inin-ukkin-ni
 19) dumu ur-nìgin-gar
 20) I_a-ba-šags
 21) IUN-íl
 22) lú-ki-inim-ma-^fbi-me^l
 (space)
 23) mu ús-sa é PUZUR₄-da-gan ba-dù

(1) Šara-išag, (2) for 9 shekels of silver, (3) Mama and Dada, her son, (4) sold (lit. gave) to Atu. (5) He (i.e., Atu) completed this transaction. (6) Ubi-mutum; (7) Gu^ugu, son of Umani; (8) Lu-ibgal, son of Lugal-niglagare; (9) Ur-Guedena, the farmer; (10) Lu-Ninura, son of DINGIR-KA-na; (11) A^aabe, the goldsmith, (12) son of Aguzana; (13) Nigir-ane, the scribe, (14) son of Inim-Šara; (15) Šada, son of Ukkine; (16) Nin-KA-gina, (17) daughter of Durgarni; (18) Nin-ukkinne, (19) daughter of Ur-nigingar; (20) Aba-šag; (21) UN-il; (22) these are the witnesses. (23) Date.

Commentary

The inclusion among the witnesses of Nigir-ane, son of Inim-Šara (ll. 13–14), who is well-documented at Umma (see below), is evidence that this text comes from Umma.

5. For this clause, see 2.3.1.

13–14. A seal belonging to this person is impressed on the Umma tablets *BIN* 5 245 (AS 8), 260 (ŠS 1); *Nikolski* 2 145 (AS 5), 244 (ŠS 6), etc. Its inscription reads: nigir-an-ni / dub-sar / dumu inim-^dšara.

92.

Text: FLP 358 (MVN 3 213). ✓

Origin: Umma.

Date: Š 45.

- 1) 1 sar é
 2) kug-bi 1 gín kug-babbar
 3) gi-ba-ba šidim-šè
 4) ì-kal-la
 5) dub-sar
 6) [i]n-ši-sa₁₀
 rev. 7) igi ur-^gšgigir išib ^dšul-gi-ka-šè
 8) igi šes-a-ni simug-šè
 9) igi kug-šags-ga kug-dím-šè
 10) igi ur-nìgin-gar šidim-šè
 11) igi šes-kal-la šidim-šè
 u.e. 12) kug-ta ì-til
 13) ud-ba ur-^dli₉-si₄ énsi umma^{ki}
 l.e. 14) mu ús-sa si-mu-ru-um^{ki} lu-lu-bu^{ki}

(1) One sar of a house, (2) its silver (is) 1 shekel of silver, (3) from Gibaba, the mason, (4) Ikala, (5) the scribe, (6) bought. (7) Before Ur-gigir, the purification priest of Šulgi, (8) before Šesani, the smith, (9) before Kug-šaga, the goldsmith, (10) before Ur-nigingar, the mason, (11) before Šes-kala, the mason, (12) he (i.e., Ikala) completed the (payment of) silver. (13–14) Date.

Commentary

Another sale document from the archive of Ikala is no. 98, dated to ŠS 9. Ikala's activities are extensively documented in Umma sources, where he acts as a recipient and a distributor of garments. See Jones and Snyder, *SET*, pp. 328–329; J.-P. Grégoire, *AAS*, p. 179. His seal, reading ì-kal-la / dub-sar / dumu lú-šags-ga, is impressed on the tablets *Nikolski* 2 137 (ŠS 7), 234 (ŠS 4); *SACT* 2 274 (Š 48), 275 (Š 48), 284 (ŠS 3).

Note that the witnesses include two “masons” (šidim), who are clearly professional acquaintances of the seller.

4. Alternatively, this PN can be read ni-kal-la. See Sollberger, *TCS* 1, p. 158, who analyzes it as ni(n)-kal-la, “Sister-Is-Dear.”

10. The same individual is mentioned in *Forde Nebraska* 48:9 (AS 1?). His son, named Ur-abba, appears in *YOS* 4 57:4–5 (AS 2),

12. For this clause, see 2.2.2.

13. For the ud-ba dates, see 2.17.1.

93.

Text: AUAM 73.3097 (to be published by M. Sigrist). Collated.

Origin: Umma.

Date: Tenure of the governor Ur-Lisi (Š 33-AS 8), month vi.

- 1) 1 sag-nita
- 2) sag-ba ḥa-ba-lu₅-ke₄ mu-ni
- 3) kug-bi 3 gín kug-babbar
- 4) ur-^ddumu-zi-da-ka
- 5) lú-^dšara^l-ke₄
- 6) i-ši-sa₁₀
- 7) I_{sag}-[k]ud
- rev. 8) I_{ba}-lu₅-lu₅
- 9) I_{ur}-da-da
- 10) I_{lugal}-dab₆-ba-an
- 11) lú-ki-inim-ma-me
(space)
- 12) iti šu-numun
- 13) ud-ba ur-^dli₉-si₄-na
- 14) énsi umma^{ki}

(1) One man, (2) the name of this "head" is Ḥabaluke, (3) his silver (is) 3 shekels of silver, (4) from Ur-Dumuzida (5) Lu-^lšara^l (6) bought. (7) Sagkud; (8) Balulu; (9) Ur-Dada; (10) Lugal-Daban; (11) these are the witnesses. (12-14) Date.

Commentary

This text belongs to the tenure of Ur-Lisi, the governor of Umma (ll. 13-14), who is known to have held this office from Š 33 (or earlier) to AS 8. See P. Parr, *JCS* 26 (1974):90. Since the same ud-ba formula occurs in no. 92, which comes from the year Š 45, the date of the present text must be approximately the same.

The same buyer occurs in no. 94, and probably also in no. 90. Note that the present text and no. 94 have very similar formulary, such as the use of sag-ba before the name of the sold person, the verbal form i-ši-sa₁₀, and the spelling lú-ki-inim-ma-me (for the usual lú-ki-inim-ma-bi-me), which suggests that both texts may have been written by the same scribe.

Our text is duplicated by *AUCT* 1 949. Since the latter tablet is unfinished and contains two errors (sag-nita-ba instead of sag-nita sag-ba in l. 1 and ba-NI-NI for ba-lu₅-lu₅ in l. 8), it is most probably a discarded draft of no. 93. Its text reads as follows:

- 1) 1 sag-nita-ba ḥa-[ba-lu₅-ke₄] mu-n[i]
- 2) kug-bi 3 g[ín] kug-babbar
- 3) ur-^ddumu-zi-[da-ka]
- 4) lú-^dšá[ra-ke₄]
- 5) i-ši-s[a₁₀]

- 6) I_{sag}-kud
- 7) I_{ur}-da-da
- 8) I_{ba}-NI-NI
- 9) I_{lugal}-dab₆-ba-an
(rest blank)

2. An inverted genitive: "of this 'head' Ḥabaluke is his name." Cf. šíta(GIŠ.GAG)-ba NAME mu-bi (*CT* 1 50b:11-14 – post-Sargonic); kišib-ba NAME mu-bi (*CT* 21 9a:9-12 – Ur III); bād-ba NAME mu-bi-im (*PBS* 15 85:20-23 – early OB).

10. This name, written also -da-ba-an (see Limet, *Anthroponymie*, p. 458; and correct there -dab₅-ba-an to -dab₆-ba-an), appears to invoke the deified river/canal Ṭabān. Cf. the names a-BAN-da-ba-an (*ARET* 8 522 vii 4), KA-da-ba-an (*MAD* 1 163 viii 40), [ki(?)]-nam-da-ba-an(?) (*ibid.* 72 rev. 5'), and ši-da-ba-an (*MVN* 6 347 rev. 11, 350:7 – both early Ur III), and the occurrence of ^ddab₄(DUB)-an in *CT* 32 pl. 8 rev. ii 2 (Pre-Sargonic). For the physical occurrences and location of the Ṭabān, see Kh. Nashef, *Baghdader Mitteilungen* 13 (1982):117-141.

13-14. For this date, see 2.17.1.

94.

Text: AUAM 73.1265. Copy pl. VIII.

Origin: Umma.

Date: Not dated (ca. Š 45).

- 1) 1 sag-SAL
- 2) sag-ba an-za-za-a <mu-ni-im>
- 3) kug 2 gín kug-bar₆-bar₆
- 4) nin-DU.DU-šê
- 5) lú-^dšara-ke₄
- 6) i-ši-sa₁₀
- lo.e. 7) [I] d[a(?)]-da
- rev. 8) [I]šú(?)]-gi₄-tum
- 9) I_{na}-ba^l-šag₅
- 10) I_{nigin}-gar-ki-dùg
- 11) I_{lugal}-nesag-e
- 12) I_{šu}-ma-àm
- 13) lú-ki-inim-ma-me

(1) One woman, (2) <the name> of this "head" is Anzaza^a, (3) (her) silver (is) 2 shekels of silver, (4) from Nin-DU.DU (5) Lu-šara (6) bought. (7) D[a(?)]-da; (8) [Šu(?)]gitum; (9) I_{na}šag; (10) Nigin-garkidug; (11) Lugal-nesage; (12) Šumam; (13) these are the witnesses.

Commentary

The buyer is the same person as the one occurring in no. 93, and probably also in no. 90. Note that the present text and no. 93 use very similar formulary (see commentary to no. 93). The approximate date of the text is Š 45, by analogy with no. 93.

94*.

Text: Kelsey Museum, University of Michigan, Ann Arbor, 89270 (to be published by D. I. Owen). Collated.

Origin: Umma.

Date: AS 2/ix.

= MVN 15 n209

- 1) 1 sag-nita
- 2) 5 1/2 gín kug-bar₆-bar₆
- 3) sám^{am} til-la-ni-šè
- 4) ba-ab-ti muḥaldim-šè
- 5) na-àm-rí-lum a-zu
- 6) in-ši-sa₁₀
- 7) ^lNE-NE-a
- 8) lú-ki-na-ab-tum-ma
- 9) igi énsi-ka-šè ì-fb-dib
- 10) [igi da-du-mu dub-sar lugal-ka-šè
- rev. 11) [igi . . .]-f x] dam-gàr-šè
- 12) [igi ^dšul-gi-zi-mu a-zu-šè
- 13) [igi u]r-^dnin-mug-ga-šè
(space)
- 14) iti ^dli₉-si₄
- 15) mu ^damar-^dEN.ZU lugal-e ur-bí-lum^{ki} mu-ḥul

(1) One man (2) for 5 1/2 shekels of silver, (3) his full price, (4) from Babti, the cook, (5) Naw(i)r-ilum, the physician, (6) bought. (7) NE-NE-a (8) is the guarantor. (9) Before the governor he (i.e., the sold man) was transferred (by the seller). (10) [Befo]re Dadumu, the royal scribe; (11) [before . . .]-f x], the merchant; (12) [before Šul]i-zimu, the physician; (13) [before U]r-Ninmuga. (14–15) Date.

Commentary

Thought the month-name ^dli₉-si₄ was also used at Lagaš, the Umma provenience of this text is assured by the presence in line 9 of a special form of the sign DIB, which is restricted to Umma texts.


3. The name Babti, which, as far as I know, is not otherwise documented, should probably be interpreted as a variant of the well-known ba-ba-ti. Another solution would be to consider the sign MU part of the name, though the name Babtumu is not attested, either.

5. Nawir-ilum, the physician, also occurs in the Drehem text Smithsonian Institution 303277:20 (unpublished, cited by P. Michalowski, *SMS* 2/3 [1978]:46), dated to AS 7, and in the Umma text *TSDU* 66:7, dated to ŠŠ 3/ix, where his name is spelled na-wi-ir-DINGIR in each case. Note also the mention of a-na-a lukur na-wi-ir-DINGIR a-zu, "Ana>a, the junior wife(?) / concubine(?) of Nawir-ilum, the physician," in *SMS* 2/3, p. 55 no. 8:2 (Drehem, AS 8). The spelling na-àm-rí-lum of the present text establishes conclusively that in the above examples the signs are to be read na-wi-ir-DINGIR a-zu, and not na-pi-ir-^da-zu, as suggested by E. Reiner *apud* Michalowski, *op. cit.*, p. 56.

7–8. For this clause, see 2.11.1.1.

9. For this clause, see 2.5.

The governor in question can be identified as Ur-Lisi, whose tenure is documented from Š 33 to AS 8 (see commentary to no. 93).

ba-an-dib: -dib is written here with the sign , which resembles the Neo-Assyrian GANAM₅(LAGAB×GUD). This particular form of DIB is found only in the Ur III texts from Umma. See, e.g., dib-ba (*Nikolski* 2 328:1) nu-dib-ba (*ibid.*, l. 2), and ba-an-dib (*MVN* 9 176:7; *MVN* 10 230 x 12).

94**.

Text: BM 82704. Collated by I. Finkel. Copy pl. VIII.

Origin: Umma.

Date: ŠŠ 2/viii.

- 1) [1] sag-SAL
- 2) [. . .]-zi-mu mu-ni-im
- 3) kug 6 gín kug-šè
- 4) ur-^dšul-pa-è-šè
- 5) ur-^dEN.ZU-ke₄
- 6) in-ši-sa₁₀
- 7) kug-ta ì-til
- 8) ú-gu a-ba-dé-a ba-úš
- 9) ur-^dEN.ZU-ke₄
- 10) ur-^dšul-pa-è
- 11) inim nu-un-gá-gá
- rev. 12) tukumbi
- 13) [s]ag-e ní ba-an-tuku
- 14) [s]ag sag dí_m-da
- 15) ur-^dšul-pa-è-e
- 16) mu lugal in-pàd
- 17) ^lur-^dnin-su
- 18) ^lal-la-DINGIR

- 19) ^ldingir-šags-ga
 20) ^lur-da-da
 21) ^linim-^dšára
 22) ^lur-ab-ba-sig5
 23) lú-ki-inim-ma-bi-me
 24) [iti] é-iti-6
 u.e. 25) [m]u má dâra ab-zu(wr. ZU.AB) [b]a-ab-dug

(1) [One] woman, (2) her name is [...]-zimu, (3) for (her) silver, (which is) 6 shekels of silver, (4) from Ur-Šulpae (5) Ur-Sin (6) bought. (7) He (i.e., Ur-Sin) completed the (payment) of silver. (8) (If) she disappears, and subsequently dies, (9) Ur-Sin (10) (against) Ur-Šulpae (11) will not raise claims (on her account). (12) If (13) there is a claim(?) on the "head" (lit.: if the "head" acquires a claim(?)), (14) to replace (lit.: to make) the "head" (with another) "head" (15) Ur-Šulpae (16) swore by the name of the king. (17) Ur-Ninsu; (18) Alla-ilum; (19) Dingir-šaga; (20) Ur-dada; (21) Inim-šara; (22) Ur-abbasi; (23) these are the witnesses. (24–25) Date.

Commentary

7. For this clause, see 2.2.2.
 8–11. For this clause, see 2.9.
 ú-gu a-ba-dé-a is a prospective: *ù-ba-dé-a > a-ba-dé-a. a-ba- is written over an erasure.

12–16. For this clause, see 2.7.4.

The interpretation of ní ba-an-tuku is uncertain. Most likely, ní stands here for ní(g), "thing, something." If so, the resulting construction ní g...tuku, "to have/acquire something," could be compared to the Akkadian *baqrē* (also *pirqa*) *rašû*, "to have/acquire a claim." The standard meanings of ní...tuku, "to be attentive/respectful" (Akk. *na²âdu*, *palâhu*), do not fit in this context.

Assuming that the buyer is to provide a substitute for the claimed woman (see 2.7.4), the verb *dím*, usually meaning "to make, to manufacture" (Akk. *banû*, *epêšu*), must be used here in the sense of "to replace" or "to bring forth" (cf. English "to produce").

94***.

Text: RA 80 (1986):10 no. 5.

Previous treatment: B. Lafont, RA 80, 11 (translit. and transl.).

Origin: Umma.

Date: ŠS 3/xiii.

- 1) 1 sag-nita
 2) kug 5 gín-šè
 3) lú-^dnanna-šè

- 4) ab-ba-gi-na-a
 5) in-ši-sa₁₀
 rev. 6) kug-ta i-til
 7) igi lú-gi-na-šè
 8) igi a-DU-šè
 9) iti dirig
 10) mu si-ma-núm^{ki} ba-ḫul

(1) One man, (2) for (his) silver, (which is) 5 shekels (3) from Lu-Nanna (4) Abba-gina (5) bought. (6) He (i.e., the buyer) completed the (payment of) silver. (7) Before Lu-gina; (8) before A-DU. (9–10) Date.

Commentary

4. The final -a is redundant, as it is neither part of the name nor a case ending.

95.

Text: McCormick Theological Seminary 26 (A. Goetze, YOS 15 100, forthcoming).

Origin: Umma.

Date: ŠS 7.

- 1) 1 sar 10 gín é-KI.UD
 2) 2 2/3 gín kug-babbar-šè
 3) lugal-si-bil-e dumu hé-mi-li-šè
 4) ur-^dšá-an-na dumu bí-la-la-ke₄
 5) in-ši-sa₁₀
 6) kug-ta in-til
 7) nu-ub-gi₄-gi₄-da-[gi(*sic*)]
 8) mu lugal-bi in-pàd
 9) ^llugal-nesag-e
 rev. 10) ^llugal-šu-nir-ri
 11) ^llú-^den-líl-lá
 12) ^ldùg-ga
 13) ^lur-dun
 14) ^linim-^dšára(!) dumu ša-lam-KU-da
 15) ^lur-é-maḫ dumu ur-nigin sag-duš
 16) ^llugal-ukkin-ni
 17) lú-inim-ma-bi-me-éš
 (space)
 18) mu ^dšu-^dEN.ZU lugal úri^{ki}-ma-ke₄ «mu» ma-da za-ab-ša-li^{ki} mu-ḫul

Seal

lugal-si-bil-[e]
dume ḥé-mi-li

(1) One sar (and) ten gin of an empty house-lot, (2) for 2 2/3 shekels of silver, (3) from Lugal-sibile, son of Ḥemili, (4) Ur-Siana, son of Bilala, (5) bought. (6) He (i.e., Ur-Siana) completed the (payment of) silver. (7-8) He (i.e., Lugal-sibile) swore by the name of the king that he will not contest. (9) Lugal-nesage; (10) Lugal-šunire; (11) Lu-Enlila; (12) Duga; (13) Ur-dun; (14) Inim-Šara, son of Šalam-KU-da; (15) Ur-emaḥ, son of Ur-nigin, the registrar; (16) Lugal-ukki; (17) these are the witnesses. (18) Date. Seal of Lugal-sibile, son of Ḥemili.

Commentary

The use of the kug-ta . . . til clause (l. 6), found only in Umma sales (see 2.2.2), offers evidence for the Umma provenience of the text. Furthermore, Ur-nigin, the registrar (l. 15), is mentioned also in the Umma text *Or.* 47-49 393:2 (ŠS 1).

6. For this clause, see 2.2.2.

7. I fail to understand the final -[gi]. Most probably it is a scribal error.

96.

Text: YBC 1234 (*YOS* 4 4). Collated.

Origin: Umma.

Date: ŠS 7.

- 1) 1 sar 10 gín é
- 2) kug-bi 2 5/6 gín [ku]g-babbar
- 3) ur-^dli^g-si⁴-na-ke⁴
- 4) lú-níg-lagar-e-eš
- 5) in-ši-sa¹⁰
- 6) [kug]-bi-ta i-til
- 7) ^Iníg-i-zu-šè
- 8) ^Ilú-[š]u¹-nir-šè
- 9) ^Ilú-[^den-líl-lá-šè
- rev. 10) [^Ix-d]ùg-ga-šè
- 11) ^Iur-dun-šè
- 12) [^Ix-x]-[x-š]è
- 13) [^I . . . -š]è
- 14) [^I . . . -š]è
- 15) [lú-inim-ma-bi-m]e
- 16) [lú lú-ra] la(?)-[ba(-an)-gi⁴-g]i⁴-da(!)
- 17) mu [lu]gal-bi in-pàd
- 18) mu ^dšu-^dEN.ZU lugal úri^{ki}-ma-ke⁴ za-ab-ša-li mu-ḥul

(1) One sar (and) ten gin of a house, (2) its silver (is) 2 5/6 shekels of silver, (3) Ur-Lisina (4) from Lu-niglagare (5) bought. (6) He (i.e., Ur-Lisina) completed the (payment of) silver. (7) Before Nig-izu; (8) before Lu-šunire; (9) before Lu-Enlila; (10) before [X-d]uga; (11) before Ur-dun; (12) before [X-x]-[x]; (13) before [. . .]; (14) before [. . .]; (15) [these are the witnesses]. (16-17) They swore by the name of the king that they will not contest [one against the other]. (18) Date.

Commentary

That this text comes from Umma is shown by the kug-ta . . . til clause (l. 6), which is found only in Umma sales (see 2.2.2). Note also that the PN lú-níg-lagar-e (l. 4) (and similarly lugal-níg-lagar-e) is attested exclusively at Umma. See Limet, *Anthroponymie*, p. 484 (under lú-ni-ba-e).

4. = lú-níg-lagar-e-š(è).

6. For this clause, see 2.2.2.

Text: NBC 4759 (*BIN* 5 346). Collated. ^{97.} ✓

Origin: Umma.

Date: ŠS 9/i.

- 1) ^Ida-a-ga SAL
- 2) ^Iur-me-me
- 3) dumu-ni
- 4) ^Igi-ni-da-a nita
- 5) níg-sám-ma-ne-ne
- 6) 1/3 ma-na kug-babbar-šè
- 7) ur-^dEN.ZU dumu da-a-ga i-rá-rá-ra
- 8) ur-šags-ga dumu dingir-kal-la dam-gàr-ke⁴
- 9) in-ši-sa¹⁰
- 10) lú lú nu-ù-gi⁴-gi⁴-da
- 11) mu lugal-bi in-pàd-eš
- rev. 12) ^Ilugal-á-zi-da
- 13) dumu dingir-kal-la dam-gàr
- 14) ^Iur-nigin-gar suka^d nin-mug
- 15) ^Iur-^dnu-umuš(^{TÚG})muš-da
- 16) dumu ur-gi^šgigir
- 17) ^IDINGIR-mi-ti
- 18) dumu šu-i-lí
- 19) ^Iur-du⁶-kug
- 20) ^Iengar dumu ur-LI gala
- 21) lú-inim-ma-bi-me-éš

- 22) iti še-gur₁₀-kud mu ús-sa
- 23) d_šu-d_{EN}.ZU lugal úri^{ki}-ma-ke₄
- 24) má-gurg-maḥ d_{en}-líl d_{nin}-líl-ra
- 25) mu-ne-dím

(1) Da²aga, a female, (2) Ur-Meme, (3) her son, (4) (and) Iginida²a, a male, (5) for their price, (6) 1/3 mina of silver, (7) from Ur-Sin, son of Da²aga, the perfumer, (8) Ur-šaga, son of Dingir-kala, the merchant, (9) bought. (10–11) They swore by the name of the king that they will not contest one against the other. (12) Lugal-azida, (13) son of Dingir-kala, the merchant; (14) Ur-nigingar, the messenger of Ninmug; (15) Ur-Numušda, (16) son of Ur-gigir; (17) Ili-imitti, (18) son of Šu-ili; (19) Ur-dukug; (20) Engar, son of Ur-LI, the gala-priest; (21) these are the witnesses. (22–25) Date.

Commentary

The Umma provenience of this text seems to be assured by the fact that the goddess Ninmug (l. 14) is at home at Umma. Further, the buyer Ur-šaga may be identical with the merchant Ur-šaga, who is mentioned in an Umma tablet dated to Š 38 (*MVN* 3 160:14).

If the sold woman Da²aga (l. 1) is identical with Da²aga, the parent of Ur-Sin (l. 7), we would be dealing here with a very unusual case of the son selling his mother and his brother.

7. ì-rá-rá: Akk. *muraqqû*, “perfumer.” For the reading, see Bauer, *AWL*, p. 335.

12–13. Brother of the buyer.

15. The same variant spelling of d_{nu}-muš-da occurs also in the Sargonic text *TMHC* 5 39 vi 5 and in the year formula Š 12.

17. For this name, spelled also ì-lí-mi-ti, see Gelb, *MAD* 3, p. 45 (under *imittum*).

98.

Text: Princeton University Library Ex 695. Copy pl. IX.

Origin: Umma.

Date: ŠS 9/iv.

- 1) 1 ème-máḥ
- 2) 7(gur) 1(pi) še gur-šè
- 3) ì-kal-la dub-sar-e
- 4) ur-mes LÚ.ŠIM-šè
- 5) in-ši-sa₁₀
- 6) inim-bi ì-til
- rev. 7) igi a-a-kal-la

- 8) dumu lú-sig₅-šè
- 9) igi ur-d_a-ḥi
- 10) azlag_x(LÚ.TÚG) a-pi₄-sal₄^{ki}-šè
- 11) igi lú-ḥé-gál-šè
- 12) lú-ki-inim-ma-me
(space)
- 13) iti nesag mu d_šu-d_{EN}.ZU lugal-e é d_šára umma^{ki}-ka mu-dù

Seal

[ur-mes]

dumu ur-gar

LÚ.ŠIM

(1) One mature she-ass, (2) for 7 gur (and) 1 pi of barley, (3) Ikala, the scribe, (4) from Ur-mes, the brewer, (5) bought. (6) He (i.e., Ikala) completed this transaction. (7) Before A²a-kala, (8) son of Lu-sig; (9) before Ur-Aḥi, (10) the fuller from Apišal; (11) before Lu-ḥegal; (12) these are the witnesses. (13) Date. Seal of Ur-mes, son of Ur-gar, the brewer.

Commentary

The same Ikala appears as a buyer in no. 92.

1. For the reading máḥ, “great, full-grown,” of AL, see Landsberger, *MSL* 8/1, p. 63 and n. 1; Sollberger, *TCS* 1, p. 150.

4. LÚ.ŠIM, written also ŠIM (see, e.g., no. 109:3; *AUCT* 1 71:4, 303:4), corresponds to the Akk. *sirāšû*, “brewer.” The reading of this term is not entirely clear. In lexical sources (LÚ.)ŠIM (also ŠIM×GAR and ŠIM×A) is given the readings lu-un-ga, lu-un-gu, lu-um-gi, [nu-u]n-gi, ni-in-gi, du-um-gal, and also si-ra-áš. See Civil, *Studies Oppenheim*, p. 88; *CAD* S, p. 306. On the other hand, there is evidence that LÚ.ŠIM is a genitival construction; see the following examples: PN LÚ.ŠIM-ka /LÚ.ŠIM-ak-a/ (*TMHC n.F.* 1/2 350:4); a-šaga₄ LÚ.ŠIM-ke₄-ne-ka /LÚ.ŠIM-ak-ene-ak-a/ (*TCS* 1 49:4); LÚ.BI×GAR-ke₄-ne /LÚ.BI×GAR-ak-ene/ (*RTC* 56 vii 6); še šu ti-a LÚ.ŠIM-ke₄-ne /LÚ.ŠIM-ak-ene/ (*AUCT* 1 450:8). These facts suggest that *lunga* is a pronunciation of the compound *lú X-ak /lungak/, “the man of . . .” In that hypothetical compound X would represent some unknown(?) word, beginning in a vowel and ending in a nasal; note the spelling LÚ.ŠIM-ma in no. 108:3, 6. Although it would be tempting to analyze LÚ.ŠIM simply as lú-ŠIM, with ŠIM standing for the element X, such an interpretation is precluded by the spellings without LÚ (see above). Accordingly, one has to conclude that LÚ.ŠIM is a logogram, probably to be analyzed as lú^llunga, with lú representing a phonetic indicator. Note here the spelling LÚ.ŠIM-ma (no. 108:3, 6), which should probably be interpreted as lú^llunga^{ma}.

99.

Text: OPL 66 (N. W. Forde, *Nebraska* 63).

Origin: Umma.

Date: IS 2/xii.

- 1) 1 sag-SAL
- 2) ama-gi-na mu-ni
- 3) 6 gín kug-babbar-še
- 4) inim-^dšára-še
- 5) ^dšára-a-mu-DU-e
- 6) in-ší-sa₁₀
- 7) kug-ta i-tíl
- 8) gu-du-du gúda ^dnin-šubur lú-ki-na-ab-dam a-si-TUM-ma(?)-bi-im
- 9) ab-ba-gi-na kug-dím
- 10) kug-lal-a-bi-im
- 11) nu-ub-gi₄-gi₄-[x]
- rev. 12) mu lugal-bi [in-pàd]
- 13) igi a-tu gu-[za-lal]-še
- 14) igi puzur₄-^dšára
- 15) igi ab-ba-gi-na
- 16) dumu lú-^dnin-šubur-še
- 17) igi ^dšára-a-mu-DU-e tibira-še
- 18) igi inim-^dšára tibira
- 19) igi inim-ma-ni-zi nagar
- 20) iti ^ddumu-zi
- 21) mu en ^dinanna unug^{ki} máš-e i-pàd

Seal

inim-^dšára
dumu ur-gi^šgigir

(1) One woman, (2) her name is Ama-gina, (3) for 6 shekels of silver (4) from Inim-Šara (5) Šara-amu-DU (6) bought. (7) He (i.e., the buyer) completed the (payment of) silver. (8) Gududu, the guda-priest of Ninšubur, is the guarantor of ... (9) Abba-gina, the goldsmith, (10) was the weigher of silver. (11–12) [He (i.e., the seller) swore] by the name of the king that he will not contest. (13) Before Atu, the chair-carrier; (14) before Puzur-Šara; (15) before Abba-gina, (16) son of Lu-Ninšubur; (17) before Šara-amu-DU, the tibira; (18) before Inim-Šara, the tibira; (19) before Inimanizi, the carpenter. (20–21) Date. Seal of Inim-Šara, son of Ur-gigir.

Commentary

7. For this clause, see 2.2.2.

8. For this clause, see 2.11.1.1. The reading and meaning of a-si-TUM-ma(?) is obscure. From the context, one would expect this phrase to qualify the obligations of the guarantor. Cf. gáb-bi-in sag-kam, "the guarantor of the 'head,'" in n 33:15.

9–10. For this clause, see 2.12.

17. tibira (also l. 18): For this occupation, see commentary to no. 7:10.

100.

Text: IES 134 (E. Szlechter, *TJA* 1, pl. LXVIII).Previous treatment: Szlechter, *TJA* 2, p. 214.

Origin: Umma or Garšana.

Date: AS 2.

- 1) a-da-làl
- 2) árad a-bu-DÜG
- 3) [x] gín kug-babbar-še
- 4) [i]m-ti-dam-e
- 5) [i]n-sa₁₀
- 6) [b]ù-ú-ku-um
- 7) lú-gi-na-ab-tum
- rev. 8) [d]ji-til-la dumu gar-ša-na^{ki}-ka
- 9) mu ^damar-^dEN.ZU lugal-e ur-bí-lum^{ki} mu-ḫul

(1) Adallal, (2) the slave of Abu-tāb, (3) for [x] shekels of silver (4) Imtidam (5) bought. (6) [P]u^uukum (7) (is) the guarantor. (8) The completed legal case of the citizens of Garšana. (9) Date.

Commentary

The Umma provenience of this document is indicated by the reference to the town of Garšana (l. 8), which was situated in the Umma province. It cannot be excluded that the tablet originated in Garšana itself.

6–7. For this clause, see 2.11.1.1.

8. For this note, see 2.13.1.

Garšana: A town located south of Umma on the Iturnungal. See *RGTC* 2, p. 52 (with further bibliography).

101.

Text: U. 3749 (UET 3 33).

Origin: Ur.

Date: AS 8.

- 1) 1 sag-nita
- 2) šu-gu-bu-um
- 3) mu-ni-im
- 4) bu-ru-ke₄
- 5) ir-ra-ki-ib-ri
- 6) 3 gín kug-babbar
- 7) sám^{am} til-la-ni-še
- 8) in-na-lal
- rev. 9) nu-ub-gi₄-gi₄-da
- 10) mu lugal-bi pàd
- 11) za-al-lum
- 12) íb-gi-ne
- 13) igi ^{den}líl-ur-sag
- 14) igi gír-ni-ì-šag₅
- 15) igi šeš-kal-la
- 16) igi lú-^{dnanna}
- 17) lú-inim-ma-bi-me
- 18) mu en eridukⁱ ba-ḥun

(1) One man, (2–3) his name is Šukubum; (4) Puruk (5) (to) Irra-kibrī (6) 3 shekels of silver, (7) as his complete price, (8) weighed out. (9–10) The oath by the name of the king was sworn that he (i.e., Irra-kibrī) will not contest. (11) Šallum (12) guarantees. (13) Before Enlil-ursag; (14) before Gírni-išag; (15) before Šeš-kala; (16) before Lu-Nanna; (17) these are the witnesses. (18) Date.

Commentary

4. bu-ru-ke₄: = /puruk-e/. A person named bu-ru-uk, possibly the same person as our buyer, appears in the Ur texts UET 3 566:8, 587:3, 593:3, 670:3, 802:4, 1498 rev. i. For the PN, see Gelb, *MAD* 3, p. 217 (under *parākum*).

11–12. For this clause, see 2.11.1.5.

102.

Text: U. 7264 (UET 3 26). Tablet and envelope. Collated.

Origin: Ur.

Date: ŠS 1/xii.

- 1) 1 sag-nita

- 2) ^{dnanna}šag₅-ga
- 3) mu-ni 1 1/2(!) kùš-ni-ta
(envelope reads: mu-ni 1 kùš-ni-ta)
- 4) 2 gín kug-babbar-še
- 5) gi-ra-du rá-gaba
- 6) nin-e-á-na
- 7) ù árad-^{dnin}-gal-še
- 8) ba-an-ši-sa₁₀(NÍNDA×ŠE.AŠ)
- 9) ud-ta ud gur-ra inim
- 10) nu-ši-gur-da
- 11) mu lugal-bi in-pàd-dé-éš
- rev. 12) igi ur-^dpa-bíl-sag
- 13) igi ur-^dnanše-še
- 14) igi dingir-šag₅-ga-še
- 15) igi ur-^dma-ma-še
- 16) igi ur-^dlama-ka-še
- 17) igi dùg-ga-mu-še
- 18) igi lú-gu-la-mu-še
- 19) iti še-gur₁₀-kud
- 20) mu ^dšu-^dEN.ZU lugal

Seals

nin-e-á-na

dumu um-ma

[géme àr-àr ^{dnin}-gal]árad-^{dnin}-gal

dub-sar

dumu i-šag₅-ga

(1) One boy, (2–3) his name is Nanna-šaga, (a boy) 1 1/2(!) (envelope: 1) cubit (tall), (4) for 2 shekels of silver (5) by Kiraddu, the mounted messenger, (6) from Nine-ana (7) and Arad-Ningal (8) was bought. (9–11) They (i.e., the sellers) swore by the name of the king that from (this) day on they will not change the agreement in the future. (12) Before Ur-Pabilsag; (13) before Ur-Nanše; (14) before Dingir-šaga; (15) before Ur-Mama; (16) before Ur-Lama; (17) before Dugamu; (18) before Lu-gulamu. (19–20) Date. Seals of Nine-ana, daughter of Umma, the female mill-worker of Ningal, and Arad-Ningal, the scribe, son of Išaga.

Commentary

Another sale in which Kiraddu is the buyer is no. 105. He also appears in the gift document UET 3 24 (envelope) + 28 (tablet), dated to ŠS 1/viii, where he acts as a

donor. The envelope bears an impression of his seal, which reads: i) $d\dot{s}ul-gi$ / $lugal$ $kalag-ga$ / $lugal$ $\dot{u}ri^{ki-ma}$ ii) $gi-ra-a[d-du]$ / $G\dot{A}-d[ub-ba]$ / $\acute{a}rad-zu$. Note that during the reign of Šulgi Kiraddu held the office of "archivist" ($G\dot{A}-dub-ba$), whereas in ŠS 1 (i.e., the date of no. 102) his title was $r\acute{a}-gaba$, "mounted messenger."

3. 1 1/2(wr. ME) $k\dot{u}\dot{s}$ -(envelope: 1 $k\dot{u}\dot{s}$)ni-ta: I assume that this phrase describes the height of the sold child. Note that the tablet gives a different height than the envelope: one and a half cubits against one cubit. Similar descriptions of sold children are found in MB and NA sale documents. See, e.g., 1 SAL $\dot{s}i-\dot{h}i-ir-tum$ Û.TU GN 1/2 $K\dot{U}\dot{S}$ $la-an-\dot{s}a$ SALPN MU.UN.NE, "one girl, born in GN, half a cubit tall, her name is PN" (BE 14 128a:1-2); 1 LÚ.TUR Û.TU GN 1 $K\dot{U}\dot{S}$ $la-an-\dot{s}u$ IPN MU.NE (UET 7 21:1-2); 1 SAL.TUR Û.TU GN 2 $K\dot{U}\dot{S}$ $la-an-\dot{s}a$ SALPN MU.NE (UET 7 25:1-2); SALPN GÉME-šú 3 $ru-tu$ $la-an-\dot{s}á$ (ADD 312:4-5 = ARU 467).

9-11. For this clause, see 2.6.3.3.

Note the spelling $d\acute{e}$ - for $d\grave{e}$ -.

103.

Text: U. 7257 (UET 3 30). Collated.

Origin: Ur.

Date: ŠS 2/[?].

- 1) 1 sag-SAL $\dot{s}a-at-i-l\acute{i}$ mu-ni
- 2) $g\acute{e}me$ sipad-KA-gi-na-kam
- 3) 8 1/2 $g\acute{i}n$ kug-babbar-šè
- 4) $lugal-URU\times K\dot{A}R^{ki-ke_4}$
- 5) sipad-KA-gi-na-ka
- 6) in-ši-sa₁₀(NÍNDA×ŠE.AŠ.AŠ)
- rev. 7) [. . .]
- 8) [. . . -d]a
- 9) [. . .]
- 10) [. . .]
- 11) [. . .]
- 12) [. . . -m]e(?)
- 13) [. . .] [x]
- 14) [lú-inim-ma-bi]-me
- 15) [iti . . .]
- 16) mu ús-[sa] $d\dot{s}u-dEN.ZU$ $lugal$

Seal

sipad-KA-[gi-na]

[x-x] [. . .]

dumu lú-[. . .]

(1) One woman, her name is Šat-ilī, (2) the slave woman of Sipad-KA-gina, (3) for 8 1/2 shekels of silver (4) Lugal-URU×KAR (5) from Sipad-KA-gina (6) bought. (7-13) [. . .]; (14) [these are the wine]sses. (15-16) Date. Seal of Sipad-KA-[gina], the [x x] [. . .], son of Lu-[. . .].

104.

Text: U. 7201 (UET 3 29). Collated by J. N. Postgate. ✓

Origin: Ur.

Date: ŠS 4/iii.

- 1) 1 sag-nita a-a-[x]-[. . .] mu-[ni-im]
- 2) 5 $g\acute{i}n$ [kug-babbar]
- 3) $s\acute{a}m\acute{a}m$ [il-la-ni-šè]
- 4) $\dot{s}ag_4-kug-gi-š\grave{e}$ (?)
- 5) $\acute{e}-ra-$ [. . .]
- 6) in-ši-[sa₁₀]
- 7) ud kúr nu-u[b-gi₄-gi₄-x]
- 8) $t\acute{e}\dot{s}-bi$ mu [lugal-bi fb]-da-p[a]
- rev. 9) igi lú-šag₅-ga
- 10) igi $d\dot{n}anna-kug-zu$
- 11) igi bù-la-lum
- 12) igi má-gurg-ri
- 13) igi $\acute{a}rad-d\dot{n}anna$
- 14) igi lú- $d\dot{n}in-\dot{s}ubur$
- 15) igi ur-mes i-dug
- 16) lú-ki-inim-ma-bi-[me]
(space)
- 17) iti u₅-bí-kú
- 18) mu ús-sa si-ma-núm^{ki} ba-ḫul

(1) One man, [his] name [is] $A^{\text{a}}a-[x]-[. . .]$, (2) [for] 5 shekels [of silver], (3) [his] comp[lete] price, (4) [from(?)] Šag-kug[e], (5) Era-[. . .] (6) [bought]. (7-8) They swore together by the name [of the king] that they will not [contest] in the future. (9) Before Lu-šaga; (10) before Nanna-kugzu; (11) before Bulālum; (12) before Magure; (13) before Arad-Nanna; (14) before Lu-Ninšubur; (15) before Ur-mes, the doorkeeper; (16) these are the witnesses. (17-18) Date.

Commentary

Since the case endings in ll. 4-5 are not preserved, we cannot be certain who is the buyer and who is the seller in this transaction.

105.

Text: U. 7139 (*UET* 3 27). Collated by J. N. Postgate.

Origin: Ur.

Date: ŠS 4/iv.

- 1) 2 2/3 sar ki-[é(?)-šub(?)]
- 2) [4(?)] gín kug-babbar-šè
- 3) l[a]-la-a
- 4) ù a-ḥu-DÛG dumu-nita-na
- 5) ki-ra-ad-du
- 6) in-ne-ši-in-sa₁₀
- 7) é-a nu-ub-gi₄-gi₄-dè [(x)]
- 8) [mu lugal-bi in-pàd(-dè-éš)]

rev. (begin. destr.)

- 1') l¹da-g[i- . . .]
- 2') lú-inim-ma-bi-me-éš
- 3') iti ki-sig-^dnin-a-zu
- 4') mu ús-sa si-ma-núm^{ki} ba-ḥul

Seal

[la-la-a(?)]
 dumu lugal-[x]-
 ma-dug₄(?)-AN-[. . .]
 árad [d(?)]é(?)-[a(?)]

(1) Two and 2/3 sar of a ruined(?) house-lot, (2) for [4(?)] shekels of silver (3) (from) Lala^a (4) and Aḥu-tāb, his son, (5) Kiraddu (6) bought. (7–8) [They (i.e., the sellers) swore by the name of the king] that they will not return to the house (with claims). [. . .]; (1') Dag[i(?)- . . .]; (2') these are the witnesses. (3'–4') Date. Seal of [Lala^a(?)], son of Lugal-[x]-ma-dug₄(?)-AN-[. . .], the servant of [Ea(?)].

Commentary

Another sale from the archive of Kiraddu is no. 102. See commentary to that text.

1. For ki-[é(?)-šub(?)], possibly the same term as é-ki-šub(-ba), see

3.2.1.1.

Seal. The restoration of the seal inscription is uncertain.

106.

Text: U 7251 (*UET* 3 32). Tablet and envelope. Collated by I. J. Gelb.

Origin: Ur.

Date: ŠS 4/x.

(begin. destr.)

- 1') [lú-^dnin-šubur(-šè)]
- 2') [. . .]
- rev. 3') in-ši-sa₆
- 4') nu-gi₄-gi₄-dè
- 5') mu lugal-bi ì-pàd
- 6') igi lú-^dba-ú-šè
- 7') igi sar-ru-um-ba-ni-šè
(tablet omits -šè)
- 8') ù igi i-ti-^dšamaš dub-sar-šè
(tablet omits dub-sar)
- 9') lú-inim-ma-bi-me
- 10') iti ezen-an-na
- u.e. 11') mu bàd mar-tu ba-dù-a

Seal

lú-^dnin-šubur
 dumu na-ba-šag₅
 kug-^dím

(1') [from Lu-Ninšubur] (2') [. . .] (3') bought. (4'–5') He (i.e., Lu-Ninšubur) swore by the name of the king not to contest. (6') Before Lu-Bau, (7') before Šarrum-bāni, (8') and before Iddin-Šamaš, the scribe; (9') these are the witnesses. (10'–11') Date. Seal of Lu-Ninšubur, son of Nabašag, the goldsmith.

Commentary

- 1'. The name of the seller is reconstructed after the seal inscription.
- 3'. Note the spelling sa₆ for sa₁₀.

107.

Text: U. 2733 (*UET* 3 36). Collated by I. J. Gelb.

Origin: Ur.

Date: IS 6/viii.

- 1) 18 gišgišimmar giškiri₆
- 2) giškiri₆ ur-dingir-ra-kam
- 3) ur-dingir-ra-ra
- 4) ur-^dlama-ke₄

- 5) in-ši-sa₁₀
 6) sá^mám til-la-ni-šè
 7) 4 gín kug-babbar
 8) ur-^dlama-ke₄
 9) ur-dingir-ra-ra
 rev. 10) in-na-lal
 11) ud kúr lú lú nu-un-gi₄-gi₄-da
 12) ur-dingir-ra-ke₄
 13) mu lugal-bi in-pàd
 14) igi ur-^dnin-sar àga-ús-šè
 15) igi ur-^dšul-pa-è-šè
 16) igi ur-kal-la-šè
 (space)
 17) iti šu-eš-ša
 18) mu bàd-gal ba-dù

Seal

ur-dingir-ra
 dumu dug₄-ga-[zi-da]

(1) An orchard (with 18 date palms, (2) the orchard of Ur-dingira, (3) from Ur-dingira (4) Ur-Lama (5) bought. (6) As its complete price, (7) 4 shekels of silver (8) Ur-Lama (9) to Ur-dingira (10) weighed out. (11–13) Ur-dingira swore by the name of the king that they(!) will not contest one against the other in the future. (14) Before Ur-Ninsar, the gendarme; (15) before Ur-Šulpae; (16) before Ur-kala. (17–18) Date. Seal of Ur-dingira, son of Dugazida.

Commentary

11–13. Although the text states that only the seller made the promise of no-contest, the use of lú lú, “one against the other,” indicates that in reality the promise was made both by the seller and the buyer. See 2.6.2.

108.

Text: U. 4330 (UET 3 39). Collated by J. N. Postgate.

Origin: Ur.

Date: IS 18/iii.

- 1) [I]nin-agrig-z[i] dumu-[SAL . . .]
 2) [na]m-géme-[šè]
 3) [á-ni-i]d LÚ.ŠIM-ma
 4) [i]n-sa₁₀
 5) egir_x(MURGU)-bi-ta

- 6) á-ni-id LÚ.ŠIM-ma
 7) [(x)] nin-agrig-zi
 8) [x] [x]-a [x-x] ù-tud-a
 9) [. . .]
 rev. 10) [. . .]
 11) [igi . . .] dub-sar dumu šu-gá-a-šè
 12) igi ur-^dnin-ezen-šè
 13) igi lú-^dalamuš(LÀL)-šè
 14) igi ur-^ddam-nun-na-šè
 15) ù igi igi-an-na-[ke₄]-šè
 (space)
 16) iti u₅-bī^mmušen-kú
 17) mu ^di-bī^dEN.ZU
 18) lugal úri^{ki}-ma-[ke₄]
 19) ^dnin-líl ù ^dina[nna-ra]
 20) [šu]tu[m]([É.GI].NA.AB.T[UM]) [kug mu]-ne-dù

Seal

^d i-bī ^d EN.ZU	á-ni-id
lugal kalag-ga	dumu ur-mes
lugal úri ^{ki} -ma	LÚ.ŠIM
lugal an-ub-da 4-ba	árad-zu

(1) Nin-agrigz[i], the daughter of [. . .], (2) as a slave woman (3) [Ani]d, the brewer, (4) bought (i.e., she sold herself into slavery). (5) Henceforth (6) Anid, the brewer, (7) [concerning?] Nin-agrigzi (8) [. . .] born (9–10) [. . .] (11) [Before . . .], the scribe, son of Šuga^a, (12) before Ur-Ninezen, (13) before Lu-Alamuš, (14) before Ur-Damnuna, (15) and before Igi-ana. (16–20) Date. Seal of Anid, son of Ur-mes, the brewer, dedicated to Ibbi-Sin.

Commentary

The present text appears to be a self-sale document. In *Seals and Sealing*, p. 51 n. 36, I suggested that in this text “the buyer undertakes a specific obligation to provide for a woman who sells herself into slavery.” This interpretation was based on the reading of the last three signs in l. 8 as ù še-ba-a, which led me to translate ll. 5–8 as “henceforth Anid, the brewer, (to) Nin-agrigzi [. . .] and barley rations [will give].” However, the collation of the tablet, made subsequently by J. N. Postgate, shows that the signs in question read ù-tud-a. Still, the fact that the tablet is sealed by the buyer indicates that this passage specifies some kind of obligation on the buyer’s part. The presence of the word ù-tud-a, “born,” suggests that this obligation concerned Nin-agrigzi’s (future?) offspring.

3. For the term LÚ.ŠIM(-ma), “brewer,” see commentary to no. 98:4.

109.

Text: U. 16517 (*UET* 3 41). Collated by J. N. Postgate.

Origin: Ur.

Date: IS 19/v.

- 1) 1 sag-nita
- 2) en-um-^dadad mu-ni-im
- 3) da(?) -ar-bu-ug-gàr-su ŠIM
- 4) ù puzur₄-^dIGI.X.SU [x(-x)]-a
- 5) a-ḥu-ni sagi
- 6) in-ne-ši-sa₁₀
- 7) 5/6 ma-na 5 gín kug-babbar
- 8) sám^{am} til-la-ni-šè
- 9) in-ne-lal
- 10) lú lú nu-u[n]-gi₄-gi₄-da
- rev. 11) mu lugal-bi in-pàd-dè-[éš]
- 12) inim-bi ì-til
- 13) kišib lú-^den-líl-lá di-kud řb-ra
(space)
- 14) iti ezen-^dnin-a-zu
- 15) mu ús-sa ^di-bí-^dEN.ZU
- 16) lugal úri^{ki}-ma-ke₄
- 17) ^dnin-líl ù ^dinanna-ra
- 18) šutum(É.GI.NA.AB.TUM) kug mu-ne-dù

Seal

^d i-bí- ^d EN.ZU	lú- ^d en-líl-lá
dingir kalam-ma-na	ga-ešg a-ab-ba-ka
lugal kalag-ga	árad-da-ni-ir
lugal úri ^{ki} -ma	in-na-ba
lugal an-ub-da 4-ba	

(1) One man, (2) his name is Ennum-Adad (3) (from) Darbuggarsu(?), the brewer, (4) and Puzur-IGI.X.SU, the . . . , (5) Aḥuni, the cupbearer, (6) bought. (7) 5/6 mina (and) 5 shekels of silver, (8) as his complete price, (9) he weighed out to them. (10–11) They swore by the name of the king not to contest one against the other. (12) He (i.e., Aḥuni) completed this transaction. (13) The seal of Lu-Enlila, the judge, was rolled. (14–18) Date. Seal of Lu-Enlila, the sea-faring merchant, dedicated to Ibbi-Sin.

Commentary

The fact that this sale transaction was authorized by the judge Lu-Enlila (as demonstrated by his sealing the tablet) probably explains the absence of witnesses. See

2.15.1. Note that Lu-Enlila was only an acting judge; his real occupation was a sea-faring merchant (see the seal).

3. Alternatively, this line could be read da(?) -ar-bu-ug-gàr su-bir₄(!), “Darbuggar(?), the Subarian.”

For ŠIM, “brewer,” see commentary to no. 98:4.

4. I fail to recognize the divine element in the name.

12. For this clause, see 2.3.1.

13. For this note, see 2.18.1.

110.

Text: U. 4624 (*UET* 3 47). Collated by J. N. Postgate. ✓

Origin: Ur.

Date: [?].

- 1) 1 sag-nita
 - 2) ^dnin-gír-su-ka-ì-šag₅ mu-ni-im
 - 3) 17 gín kug-babbar-šè
 - 4) ur-^dig-alim [UH(?)].ME(?) -ka(?)
 - 5) na-ba-šag₅-ke₄
 - 6) in-ši-sa₁₀
 - 7) ur-mes lú-ki-[na]-ab-túm-[bi-im]
 - 8) igi lú-sukal-an-k[a dub]-sar dumu [x]-[. . . (-šè)]
 - rev. 9) igi ur-^d[x]-[. . . (-šè)]
 - 10) igi lú-kal-l[a(-šè)]
 - 11) igi ur-n[a . . . (-šè)]
 - 12) igi [. . .]
 - 13) igi [. . .] [x] [. . .]
 - 14) ig[i . . .]
 - 15) [. . .] KI
 - 16) [. . .] [x]
 - 17) [. . .] [x]
- (rest destr.)

(1) One man, (2) his name is Ningirsuka-išag, (3) for 17 shekels of silver (4) from Ur-Igalim, the [guda-priest(?)], (5) Nabašag (6) bought. (7) Ur-mes [is] the guarantor. (8) Before Lu-sukalank[a, the scr]ibe, son of [X]-[. . .]; (9) before Ur-[x]-[. . .]; (10) before Lu-kal[a]; (11) before Ur-n[a- . . .]; (12) before [. . .]; (13) before [. . .]; (14) bef[ore . . .]; (15–16) [. . .]; (these are the witnesses)].

Commentary

7. For this clause, see 2.11.1.1.

111.

Text: U. 4498 (UET 3 31). Collated by J. N. Postgate.

Origin: Ur.

Date: [?]/x.

- 1) 1 1/2(?) [sar(?) é(?)]
- 2) kug-bi [x gín . . .]
- 3) lú-URU×KÁR^{ki}-ke₄
- 4) lú-^dnin-gír-su-[šè]
- 5) in-ši-sa₁₀(wr. GAZ)
- 6) iti ezen-maḥ
- rev. 7) igi ba-gál-g[á]-šè
- 8) igi [. . .]-šè
(rest destr.)

(1) One and a half(?) [sar(?) of a house(?)], (2) its silver (is) [x shekels], (3) Lu-URU×KAR (4) from Lu-Ningirsu (5) bought. (6) The month of Ezenmah. (7) Before Ba[gaga]; (8) before [. . .]; [. . . ; (these are the witnesses)].

Commentary

L. Legrain, *UET 3 Indexes*, p. 194, dates this text to AS [?]. However, neither the tablet nor the copy shows any traces of the year formula.

5. Note the unorthographic writing GAZ for NÍNDA×ŠE.
6. Note that the month-name is uniquely placed between the operative section and the list of witnesses.

112.

Text: Wilberforce Eames Babylonian Collection in the New York Public Library TT 4 (*Eames Collection* pl. II = *Sauren N.Y. Public Library* 359). Collated.Previous treatment: A. L. Oppenheim, *Eames Collection*, pp. 141-142 (translit. and transl.).

Origin: Unknown.

Date: Š 40.

- 1) <1> sag-SAL na-an-na-a mu-ni-im
- 2) nu-úr-i-lí dumu DINGIR-su-ra-bí
- 3) ga-rí-DINGIR in-ši-sa₁₀
- 4) 1/2 gín kug-babbar
- 5) níg-sám-ma-ni-šè
- 6) ga-rí-DINGIR-e
- 7) nu-úr-i-lí in-na-lal
- 8) igi ur-^dda-da

- rev. 9) dumu ÁRAD-zu-ni nigir-šè
- 10) igi DINGIR-ba-ni dumu za-na-šè
- 11) igi ki-in-zu-lum dumu mu-ša-wi-ir-šè
- 12) igi a-ku-ni dumu na-si-bil-tum-šè
- 13) igi àm-na-ni-tum šeš kur-bi-la-ak-šè
- 14) igi ^dadad-ba-ni nigir-šè
- 15) lú-inim-ma-bi-me
- i.e. 16) mu ús-sa é PUZUR⁴is.^dda-gan ba-dù

(1) <One> woman, her name is Nanna^a, (2) from Nūr-ili, son of Ilšu-rabi, (3) Gāri-ilum bought. (4) Half a shekel of silver (5) as her price (6) Gāri-ilum (7) (to) Nūr-ili weighed out. (8) Before Ur-Dada, (9) son of Warassuni, the herald; (10) before Ilum-bāni, son of Zana; (11) before Kinzulum, son of Mušawir; (12) before Akuni, son of Nāši-biltum; (13) before Amnānitum, the brother of Kur(u)b-ilak; (14) before Adad-bāni, the herald; (15) these are the witnesses. (16) Date.

Commentary

This document, together with nos. 66, 113-116, comes from the SIA-a archive, a group of over sixty texts which represents one of the largest (if not the largest) private archives dating to the Ur III period. Apart from its private character, this archive is also unique in that it seems to have originated in a small Northern Babylonian locality.

The following discussion of the SIA-a archive supersedes my remarks in *JAOS* 102 (1982):643. The SIA-a tablets were excavated illicitly at an unknown site (see below for a possible identification), and are today scattered among several collections. The largest group, totaling thirty-one tablets, belongs to the Iraq Museum (*TIAM* 3 145-151; 5 12; 6 44; 9 103; *MVN* 8 151-158, 160, 161, 163-168, 170-172, 184, 200). Among the remaining texts, eighteen are in the John Frederick Lewis Collection of the Free Library of Philadelphia (*MVN* 13 741, 742+743, 745, 746+747, 748+749, 750+751, 884 envelope + unpubl. tablet, 885+911, 886+887, 888+889, 890+891, 896+897, 898+899, 900+901, 902+903, 905+906, 907, 908+909), eight in the Wilberforce Eames Collection in the New York Public Library (*Sauren N.Y. Public Library* 359, 361, 365, 368, 376, 380, 382, 384), two in the A. V. Lane Museum of Southern Methodist University, Dallas (Lane 1, 2 - both unpubl.), one in the Zion Research Institute, Boston (now in the Harvard Semitic Museum) (*JCS* 23 [1970]:111 no. 8), and one in the Ashmolean Museum, Oxford (1932-419 - unpubl., courtesy I. J. Gelb).

According to the correspondence preserved in the New York Public Library and A. V. Lane Museum, the SIA-a tablets in those two collections were discovered at a place called Abu Jamous, situated near Babylon (*JAOS* 102, 643). However, the site so called is otherwise unknown. The only possible indication of the origin of the SIA-a archive, found in the texts themselves, is provided by the phrase šaga maš-gán-bu-saki, "in Maškān-puša," in *MVN* 13 908+909:6. Maškān-puša had an ensi in the Sargonic period (Ist. Mus. L30232 - unpubl., cited by D. I. Owen, *JCS* 33 [1981]:259), but little

besides this point is known about it. It is mentioned in several OB geographical lists (*MSL* 11, p. 60 ii 66, 104 line 257, 131 iii 47), as well as in Hh. XXI 4:24 (*MSL* 11, p. 14), where it is equated with the city Puš: maš-gán-pu-[u]š = pu-[u]š. As is suggested by the last entry, Maškān-puša was a neighbor, or perhaps even a suburb, of Puš. Cf. here the lexical é-duru₅-pu-uš^{ki} (*MSL* 11, p. 18 9:18', 39 l. 19) and BĀD-pu-uš^{ki} of the OB text *YOS* 12 469:1, which may refer to the same locality. For Puš, which appears to have been situated between Kutha and Sippar, see *JCS* 32 (1980):27. One cannot exclude, however, that in *MVN* 13 908+909 the phrase "in Maškān-puša" identifies the locale of the transaction in question and not that of the archive. This is suggested by the fact that at least one SIA-a text is positively known to have been written in a place other than the site of SIA-a's domicile (no. 66, at Nippur). Further, note that the SIA-a archive may be linked, through its month-names, with the site of Tell al-Wilayah (see below). In any event, there is little doubt that these texts originated in an Akkadian milieu, demonstrated by the fact that at least nine of them are written in Akkadian (no. 113; *MVN* 8 163, 164, 165, 166, 171, 172; *TIM* 3 149, 150), the preponderance of Akkadian personal names, and the use of Akkadian month-names (see below).

The SIA-a tablets record the following month-names:

- (1) *a-bu-um* (*MVN* 8 165 [-bu(!)(PAB)-]; 13 890+891), *a-bi* (*MVN* 13 746+747); probably identical with (7) ezen-a-bi;
- (2) AN.ZA.GU.ĤAR(?)*-um* (*TIM* 6 44);
- (3) apin-dug-a (*Sauren N.Y. Public Library* 368);
- (4) *aš-lu-um* (*MVN* 8 200);
- (5) *ba-ra-um* (*MVN* 8 153; 13 900+901; *TIM* 3 148);
- (6) *da-ĥu-bu-um* (*Sauren N.Y. Public Library* 361);
- (7) ezen-a-bi (*MVN* 8 164); probably the same as (1);
- (8) ezen-A.DARA₄ (*MVN* 13 748+749);
- (9) ezen-^dinanna (*MVN* 13 896+897);
- (10) ezen-^dnergal (*MVN* 8 154; 13 885+911; Ashmolean Mus. 1932-419);
- (11) ezen-^dšul-gi (*MVN* 8 155[?], 171);
- (12) gi-sig-ga (Lane 2);
- (13) GUD.GĀNA (*TIM* 3 150);
- (14) *la-ĥu-um* (*Sauren N.Y. Public Library* 382);
- (15) níg-e-ga (*JCS* 23, 111 no. 8);
- (16) níg-^den-líl-lá (*MVN* 8 171; 13 886+887, 898+899);
- (17) še-gur₁₀-kud (*MVN* 13 750+751);
- (18) tum-ma-al (*MVN* 8 156);
- (19) *zi-ib-núm* (*MVN* 13 884 envelope + unpubl. tablet).

Among these, the only names that show connections with Southern Babylonian calendars are the "Reichskalender" months ezen-^dšul-gi and še-gur₁₀-kud, and possibly apin-dug-a, which may be identical with the eighth month at Nippur. Demonstrably Akkadian names are Abum, AN.ZA.GU.ĤAR(?)*-um*, Ašlum, B/Para²um, Daĥubum,

Lahĥum, and Zibnum, of which only Abum, Lahĥum, and Zibnum are otherwise attested. Among the remaining names, ezen-a-bi, ezen-A.DARA₄, gi-sig-ga, níg-e-ga, níg-^den-líl-lá, and possibly apin-dug-a, appear also in the archive of the Ur III merchant Tūram-ilī (M. van de Mieroop, *JCS* 38 [1986]:1-80). The provenience of the latter texts is unknown, but, like the SIA-a tablets, they seem to have originated in a Akkadian-speaking environment. In addition, the names níg-^den-líl-lá and ezen-A.DARA₄ occur in a Sargonic tablet from Tell al-Wilayah (*Sumer* 32 [1976]:94 no. 2 rev. 4', 6' - spelled níg-^den-líl and níg-A.DARA₄ respectively). Since the Tūram-ilī tablets are also linked to the Tell al-Wilayah material by the use of the divine element ^d6.KI, their origin may in fact be Tell al-Wilayah (see M. van de Mieroop, *op. cit.*, p. 6).

The earliest SIA-a text is the present sale document (§ 40). Though it does not name SIA-a, its connection with the archive is assured by the mention of Gāri-ilum (l. 6), who is attested in other SIA-a tablets (see below). The earliest text specifically referring to SIA-a dates to § 47 (*TIM* 6 44). The latest texts belonging to this archive come from IS 2 (*MVN* 8 164-166, 168; etc.).

SIA-a, son of Ilum-bāni (nos. 113:3, 113*:4), was by profession a na-gada, "shepherd" (no. 115:3; *Sauren N.Y. Public Library* 365:5; Lane 1:5). In his archive, however, SIA-a appears in quite a different role, namely, that of a private money-lender. The overwhelming majority of the SIA-a texts are loan documents, involving silver (up to one mina - *MVN* 8 168), barley, and wool. Of special interest among them are the antichretic loans *MVN* 8 168, *Sauren N.Y. Public Library* 365, *TIM* 3 149, and Lane 1. SIA-a also rented sheep to private individuals (*MVN* 8 171, 200), which is not surprising in view of his profession. As is shown by the six sale documents naming SIA-a (nos. 66, 113-116), he invested his proceeds into slaves and real estate. Though no. 66 demonstrates that SIA-a traveled to Nippur and conducted business there, it is clear from the archive's prosopographic data that he operated, by and large, in one place only (Maškān-puša?). SIA-a may have had a brother, named Aba'a, who was also a na-gada (see commentary to no. 116:12).

As noted above, Gāri-ilum, the buyer in the present text, appears in several other SIA-a tablets. Thus he acts as a seller in no. 116, and as a creditor in *MVN* 13 890+891 (in the latter text SIA-a is a witness). In other transactions Gāri-ilum appears as a witness (nos. 113:10, 113*:14; *MVN* 8 164:6, 165:7 [gār-i-lī]; *TIM* 3 145:8). Note also that his son, named Agu^a, is a witness in no. 116:14. The fact that Gāri-ilum appears as a buyer and creditor in the SIA-a texts, the roles otherwise reserved for SIA-a, indicates that the two men must have been business partners. It is possible that Gāri-ilum was a relative of SIA-a, though definitely not his brother (see no. 116 seal, which identifies Gāri-ilum's father as Ilaĥuma[?]).

6. Ga-rí-DINGIR: To be interpreted as Gāri-ilum or Gār(i)-ilī (see the spelling gār-i-lī in *MVN* 8 165:7). For this name, see *CAD* G, pp. 62-63 (under *gērū*), Gelb, *MAD* 3, p. 119 (under *garjum*).

11. For the name Mušawir, see Gelb, *MAD* 3, p. 261 (under *šawārum*).

12. For Nāši-biltum, see *nāši bilti*, "tenant of a state-owned field," in *CAD* N/2, pp. 64-65.

13. Amnānītum is probably derived from the Amorite tribal name Amnān(um). The name is clearly feminine, but its bearer is described as "brother" (šeš). This discrepancy is puzzling.

113.

Text: Wilberforce Eames Babylonian Collection in the New York Public Library TT 1 (*Eames Collection* pl. XI = *Sauren N.Y. Public Library* 384).

Previous treatment: A. L. Oppenheim, *Eames Collection*, pp. 139-140 (translit. and transl.).

Origin: Unknown.

Date: Š 48.

- 1) 1 SAG.NITA *puzur₄-ḫa-ià* MU.NLIM
- 2) KI *a-ḫu-ni* ZÍD.DA
- 3) SIA-a DUMU DINGIR-*ba-ni*
- 4) IN.SA₁₀
- 5) [8(?)] GÍN IGI-3-GÁL KUG.BABBAR
- 6) 1 U₈.BAR.GÁL.LA
- 7) SÁM-*su*
- 8) SIA-a Ì.LAL
- 9) *a-na a-ḫu-ni*
- 10) IGI *ga-ri*-DINGIR
- 11) IGI *na-ḫa-ru-um*
- 12) IGI *puzur₄-šu-ni* DUMU SIA-*um*
- 13) IGI DINGIR-É
- 14) IGI *i-lí-ki-ib-rí* DUMU *lu-lu*
- rev. 15) IGI SIPAD-*si-in* [NAGAR(?)]
- 16) IGI *zu-la-[lum]* šidim
- 17) *i-sar-ba-dan* SIMUG
- 18) KUG.BI Ì.LAL
(space)
- 19) LÚ.INIM.MA.BI.ME
- 20) *šu-ut ma-ḫa-ar-šu-nu*
- 21) *ní-iš* LUGAL-*im*
- 22) *it-ma-ù*
(space)
- 23) MU ÚS.SA *ki-maš^{ki}* BA.ḪUL
- 24) MU ÚS.SA.BI

(1) One man, his name is Puzur-Ḫaia, (2) from Aḫuni, the . . . , (3) SIA-a, son of Ilum-bāni, (4) bought. (5) [Eight(?)] (and) 1/3 shekels of silver (6) (and) one unplucked ewe, (7) (as) his price, (8) SIA-a paid (lit.: weighed out) (9) to Aḫuni. (10) Before Gāri-ilum, (11) before Naḫarum, (12) before Puzuršuni, son of SIA-um, (13) before Ili-bīti, (14) before Ili-kibri, son of Lulu, (15) before Rē-šišin, the [carpenter(?)], (16) before Šula[lum], the mason, (17) Išar-padān, the smith, (18) weighed out this silver. (19) These are the witnesses (20) before whom (21-22) he (i.e., the seller) swore by the life of the king (not to contest?). (23-24) Date.

Commentary

2. ZÍD.DA: Probably to be emended <KA.>ZÍD.DA. For *ka-zíd-da*-(k), "miller," see commentary to no. 27:3.

6. For *bar-gál-la*, "unplucked," and the related terms *bar-su-ga*, "plucked," and *bar-mú*, "growing (new) fleece," see Waetzoldt, *Textilindustrie*, p. 39 n. 1.

8. SIA-a: The reading of this name is not certain: Ši-a or Watra. See Gelb, *MAD* 3, p. 83 (under *watrum*).

9. Alternatively, this line could belong to the following clause: "For A., before the witnesses, I, the smith, weighed out this silver."

10-11. In Oppenheim's copy, the order of these two lines is reversed.

Naḫarum acts as a witness also in nos. 113*:15, 115:8, and 116:9, and in a number of loan documents (*MVN* 8 153:12, 156:6; *Sauren N.Y. Public Library* 361:12, 382:6). In *MVN* 13 902+903:4, he is a borrower. Note also that his son Agu is a witness in no. 116:19.

14. Lulu probably stands here for "Lulu(bean)." The real name of Ili-kibri's father appears to have been *si-la-lu-ga-núm* (*MVN* 13 884:5 - envelope), which is alternatively written *ši-la-lu-ga-núm* (*ibid.* tablet - unpubl.) and *sa-la-lu-ga* (*ibid.* seal). Cf. here SIPAD-*si-in* *dumu lu-lu-bi-um* (*MVN* 8 158:7; 171:12 [-bī-]).

16. Šulalum, the mason, is listed as a witness also in no. 116:20 and in the loan documents *MVN* 8 156:7; 13 750+751:7, 905+906:6; *TIM* 3 145:11; *Sauren N.Y. Public Library* 368:5.

17-18. For this clause, see 2.12. Išar-padān, the smith, appears also in *TIM* 3 145:15.

21-22. For *nīš šarri tamû*, "to swear by the life of the king," see 2.10.1.

113*.

Text: IM 43731 (*MVN* 8 152).

Origin: Unknown.

Date: AS(?) 1.

- 1) 3 sar *ki-gál*
- 2) *igi-3-gál-ta*

- 3) ki DINGIR-ba-ni dumu a-la-ti
 4) SI.A-a dumu DINGIR-ba-ni
 5) in-sa₁₀
 6) 1 gín kug-babbar
 7) [S]I.A-a
 8) [DINGIR-b]a-ni-ir
 rev. 9) in-na-lal
 10) igi i-ti-lum ugula-gešta
 11) igi zu-ú-nu-um
 12) igi aš-ku-da-núm
 13) igi šu-eš₄-dar
 14) igi [ga]-rî-DINGIR
 15) igi na-[ha]-ru-um
 16) igi a-ḥu-ni
 17) igi gur-ti-ì-lî
 18) lú-inim-[m]a-bi-me
 u.e. 19) [m]u 𐎠 amar(?)-[^dEN], [ZU lugal]
 l.e. 20) [lú lú] nu-gi₄-gi₄-[x]
 21) [mu] lugal-bi i-[pàd]-[(dè-és)]

(1) Three sar of uncultivated land, (2) (at the rate of) 1/3 (shekel of silver) per (1 sar of land), (3) from Ilum-bāni, son of Alati, (4) SI.A-a, son of Ilum-bāni, (5) bought. (6) One shekel of silver (7) SI.A-a (8) to [Ilum-b]āni (9) weighed out. (10) Before Iddin-ilum, the officer (in charge) of sixty (men); (11) before Zu^unum; (12) before Ašqudānum; (13) before Šu-Eštar; (14) before Gāri-ilum; (15) before Naḥarum; (16) before Aḥuni; (17) before Qurdi-ili; (18) these are the witnesses. (19) Date. (20-21) They [swore] by the [name] of the king not to contest [one against the other].

Commentary

1. For ki-gál, see 3.2.1.2.
 10. ugula-gešta: For this title, see commentary to no. 10:3.
 19. As preserved, the second sign of the king's name could be either AMAR or ŠU. The choice of the year Amar-Sin 1 may, however, be preferred, since the only other text from the SI.A-a archive in which SI.A-a uses his patronymic is no. 113, dated to Š 48. Further, note that the witnesses Gāri-ilum (l. 14) and Naḥarum (l. 15) are also listed in no. 113.

114.

Text: IM 44739 (TIM 5 12). Collated by J. N. Postgate.
 Origin: Unknown.
 Date: ŠS 1.

- 1) 1 sag-SAL
 2) eš₄-dar-um-mi mu-ni-im
 3) níg-sám-ma-ni 1 1/2 gín kug-babbar
 4) ki ḥu-lu-ti-ma-ta
 5) [S]I.A-a in-ši-sa₁₀
 6) [igi] ur-ab-zu ḥa-za-núm
 7) [igi] ir-ra-ḥa-bi-it
 8) [igi x]-[x]-ma lú bàd-NE-d[a(?)]^{ki}
 9) [igi DINGIR]-É lú an-za-gàr^{ki}
 10) [igi x-x]-LUM
 11) [igi ú-tú]l-ma-ma
 12) [igi a]-bu-um-DINGIR
 13) [igi (x)]-[x-ir]-[ra]
 (rest destr.)
 rev. (begin. destr.)
 1') [igi x-x-x]-[x]
 2') [igi x]-[x]-a-ti
 3') [lú-in]im-ma-bi-me
 4') [igi-n]e-ne-šè
 5') [giš-gan(?)]-na ib-ta-bala
 6') [igi-ne-n]e [ḥu]-lu-ti-ma
 7') [mu lugal-bi i]n-pàd
 8') mu dš_u-^dEN.ZU lugal

Seal

ur-ab-zu
 dumu ur-LI

(1) One woman, (2) her name is Eštar-ummī, (3) her price (is) 1 1/2 shekel of silver, (4) from Ḥulutima (5) SI.A-a bought. (6) [Before Ur-Abzu, the mayor; (7) [before] Irra-ḥabit; (8) [before X]-[x]-ma, the man from Bad-NE-d[a(?)]; (9) [before Ili]-biti, the man from Anzagar; (10) [before X-x]-LUM; (11) [before Utu]l-Mama; (12) [before A]bum-ili; (13) [before (X)]-[x]-Irra]; [. . .]; (1') [before X-x-x]-[x]; (2') [before X]-[x]-ati; (3') [these are the witnesses. (4') [Before] them (5') he (i.e., the seller) made her cross over the [giš-ga]na. (6') [Before] them [Ḥu]lutima (7') swore [by the name of the king] (not to contest?). (8') Date. Seal of Ur-Abzu, son of Ur-LI.

Commentary

This sale transaction was authorized by Ur-Abzu, the mayor, who is listed as the first witness and who also seals the tablet. See 2.13.1.

6. The mayor Ur-Abzu also authorized the loan transaction TIM 3 145 (date not preserved). In that text, as in no. 114, Ur-Abzu is listed among the witnesses, and the tablet bears an impression of his seal.

8. bād-NE-d[a(?)]^{ki}: I am unable to identify this GN.
 11. Utul-Mama is a witness also in no. 116:10. He may be the father of Naplis, who appears in no. 115:15. He is probably the same person as the merchant Utul-Mama (MVN 13 750+751:5; Sauren N.Y. Public Library 365:9).
 5'. For this clause, see 2.4.

115.

Text: Wilberforce Eames Babylonian Collection in the New York Public Library TT 2 (Eames Collection pl. IX = Sauren N.Y. Public Library 376). Collated. ✓

Previous treatment: A. L. Oppenheim, *Eames Collection*, pp. 140–141 (translit. and transl.).

Origin: Unknown.

Date: ŠS 5.

- 1) 1 sag-SAL a-ga-ti-ma mu-ni-im
- 2) ki i-ba-lí-is ad-da-ni
- 3) SI.A-a na-gada
- 4) in-ši-sa₁₀
- 5) 3 1/3 gín kug-babbar
- 6) SI.A-a i-na-lal
- 7) igi ip-ku-ša dumu za-aḥ-ti-a
- 8) igi na-ḥa-ru-um
- 9) igi šu-^ddumu-zi dumu lú-^dda-mu
- 10) igi a-ḥu-DÛG dumu MI^{la}-šu
- rev. 11) igi nu-úr-^dad[ad] lú-^{giš}ki[ri₆]
- 12) igi a-gu-a-ti dumu «dumu» ir-ra-ba-ni
- 13) igi nu-úr-i-lí dumu SI.A-um
- 14) igi a-li-šu-ni dumu im-ti-dam
- 15) igi na-ap-lí-is dumu ú-túl-ma-ma
(space)
- 16) lú-inim-ma-bi-me
- 17) igi-ne-ne-šè
- 18) lú lú nu-gi₄-gi₄-dè
- 19) téš-bi mu lugal i-pàd
- i.e. 20) mu ús-sa ^dšú-^dEN.ZU lugal-e bād mar-tu mu-dù-a

(1) One woman, her name is Agatima, (2) from Ippalis, her father, (3) SI.A-a, the shepherd, (4) bought. (5) Three (and) 1/3 shekels of silver (6) SI.A-a weighed out (as her price). (7) Before Iqūša, son of Šaḥti^a; (8) before Naḥarum; (9) before Šu-Dumuzi, son of Lu-Damu; (10) before Aḥu-ṭab, son of Šillašu; (11) before Nūr-Ad[ad], the garde[ner]; (12) before Agu^ati, son of Irra-bāni; (13) before Nūr-ilī, son of SI.A-um; (14) before Ališuni, son of Imtidam; (15) before Naplis, son of Utul-Mama;

(16) these are the witnesses. (17) Before them (18–19) they swore together by the name of the king not to contest one against the other. (20) Date.

Commentary

3. na-gada: Akk. *nāqidu*, “shepherd.” See CAD N/1, pp. 333–335; *AHw.*, p. 744.
11. Note the spelling lú-^{giš}ki_{ri₆} in place of nu-^{giš}ki_{ri₆}.
13. The same person is a witness in MVN 8 158:6 and MVN 13 745:5. Puzuršuni, son of SI.A-um (no. 113:12), is probably his brother.

116.

Text: IM 43429 (*Sumer* 15 [1959]:pl. 12 no. 13 = *TIM* 9 103). Collated by J. N. ✓

Postgate.

Origin: Unknown.

Date: IS 1.

- 1) 1 sag-nita
- 2) [nu]-ḥi-DINGIR mu-ni-im
- 3) [nī]g-sám-bi 7 gín kug-babbar
- 4) [k]i ga(!)-ri-DINGIR-ta
- 5) [S]I.A-a in-ši-sa₁₀
- 6) [nu]-bala-e-dè
- 7) [g]a-ri-DINGIR
- 8) [m]u lugal-bi in-pàd
- 9) [ig]i na-ḥa-ru-um
- 10) [ig]i ù-túl-ma-ma
- 11) [ig]i nu-úr-i-lí
- 12) [ig]i a-ba-a na-[gada]
- 13) [ig]i la-ma-ḥa-ar
- rev. 14) [ig]i a-gu-a dumu ga-ri-DINGIR
- 15) [ig]i ur-^dnin-sún
- 16) [ig]i lú-ša-lim
- 17) [ig]i DINGIR-ba-ni
- 18) [du]mu-ni-me
- 19) [ig]i a-gu dumu na-ḥa-ru-um
- 20) [ig]i zu-[la-lu]m šidim
- 21) [ig]i-ne-n]e-šè
- 22) [sag(?) giš-g]i-na
- 23) [i]b-ta-ba]la
(space)
- 24) [mu ^di]-bī-[^dEN.ZU] lugal

Seal

ga-ri-DINGIR
dumu i-la-ḥu(?) -ma(?)

(1) One man, (2) his name is Nūḥ-illum, (3) his price (is) 7 shekels of silver, (4) from Gāri-illum (5) SI.A-a bought. (6–8) Gāri-illum swore by the name of the king [not] to violate (the agreement). (9) [Be]fore Naḥarum, (10) [be]fore Utul-Mama, (11) [be]fore Nūr-ili, (12) [be]fore Aba^a, son of Gāri-illum, (13) [be]fore Lā-maḥār, (14) [be]fore Agu^a, son of Gāri-illum, (15) [be]fore Ur-Ninsun, (16) [be]fore Lu-šalim, (17) [(and) be]fore Ilum-bāni, (18) his [so]ns, (19) [before] Agu, son of Naḥarum, (20) [before] Šu[la]lum, the mason, (21) [before the]m (22–23) he (i.e., the seller) made [the “head”(?)] cr[oss] over the giš-gana. (24) Date. Seal of Gāri-illum, son of Ilaḥuma(?).

Commentary

10. Note the spelling ù-túl- for the regular ú-túl-.

12. Attested also in *MVN* 8 164:3 and seal, where he borrows silver from SI.A-a. Since in that seal-inscription Aba^a is identified as the son of Ilum-bāni, he was very likely SI.A-a's own brother.

14. Note that this witness is the seller's son.

22–23. For this clause, see 2.4.

117.

Text: Princeton Theological Seminary 1004 (A. Goetze, *YOS* 15 101, forthcoming).
Collated.

Origin: Unknown.

Date: Š 30/i (“Reichskalender”).

- 1) [x] gín kug-babbar
- 2) [x](gur) še g[u]r-lugal
- 3) sám til-la
- 4) ḥa-ma-ti-la
- 5) [ur]-gu nu-banda [x]-ra
- 6) mu [da(?)-x-x] sabra-šè
- 7) ur-ab-[b]a du[mu] lugal-me-lá[m]-ke₄
- 8) in-ši-[sa₁₀]
- 9) mu lugal in-pàd
- rev. 10) bù-KA-NI-[šag₅(?)] gala
- 11) é-a-ni gúda ^dlugal-ud-da-k[a(?)]
- 12) lú-^dgiš-bar-è [x]-BI(?)-[x(-x)]
- 13) ḥu-[ru(?)] dumu lú-mu(?)-tu(?)
- 14) lú-inim-ma-bi-me

15) [i]ti še-gur₁₀-kud

16) [m]u dumu-SAL lugal PA.[TE.S]I an-ša-[an]^{ki}-ke₄ [b]a-an-tuku

(1) [x] shekels of silver, (2) [(the equivalent of) x] gur of barley, (according to) the royal gur, (3) the complete price (4) of Ḥamatila; (5) from [Ur]-gu, the overseer of [x], (6) in place of [Da(?)-x-x], the majordomo, (7) Ur-ab[b]a, so[n] of Lugal-mela[m], (8) bought. (9) He (i.e., Ur-gu) swore by the name of the king (not to contest?). (10) Bu-KA-NI-[šag(?)], the gala-priest; (11) Eani, the guda-priest of Lugaludda; (12) Lu-Gišbare, the [. . .]; (13) Ḥuru(?), son of Lu-mu(?)-tu(?); (14) these are the witnesses. (15–16) Date.

Commentary

Since the month-name Šegurkud is used in several different places, the origin of the text cannot be determined.

6–7. [Da(?)-x-x] is the actual buyer, and Ur-Abba acts as his representative.

10. bù-KA-NI-[šag₅(?)]: The interpretation of this PN is uncertain. Cf. the names BÛ-KA-núm and BÛ-KA-na-a, cited by I. J. Gelb, *MAD* 3, p. 218 (under *pussunum*).

11. For the god ^dlugal-ud-da, see A. Deimel, *Pantheon Babylonicum*, p. 167; Lambert, *RLA* 7, p. 153. The only other occurrences of this DN in Ur III texts, to my knowledge, are *TCL* 2 5514:10 and *Sauren N.Y. Public Library* 391 i 8.

117*.

Text: HSM 911.10.405 (*MVN* 11 204). Collated. ✓

Origin: Unknown.

Date: IS 2/xii (“Reichskalender”).

- 1) 1 sag-SAL en-ni
- 2) ^dla-az mu-ni-im
- 3) 1 gín igi-3-gál kug-babbar
- 4) šám ti-la-ni-šè
- 5) ki ša-at-^dEN.ZU-ta
- 6) géme-^dŠEŠ-[KI]-[(ke₄)]
- 7) [in-ši-sa₁₀]
(rest destr.)
(begin. destr.)
- rev. 1') igi a-ḥa-[a]r-ši-[šè]
- 2') igi šu-^dnin-šubur-šè
- 3') igi ur-sukal-šè
- 4') igi-ne-ne-šè
- 5') mu lugal-bi in-pàd
- 6') ud kúr nu-gi₄-gi₄

- u.e. 7') iti ezen-^dme-ki-gál
8') mu en ^dinanna unug^{ki} in-pàd

Seal

ša-at-^dEN.ZU

[dam ur(?)]-[...]

[(?)]

(1-2) One woman, her name is Ennī-Laš, (3) for 1 1/3 shekel of silver, (4) her full price, (5) from Šat-Sin (6) Geme-Nanna (7) [bought]. [...]; (1') before Aḫam-arši; (2') before Šu-Ninšubur; (3') before Ur-sukal; (4') before them (5') she (i.e., Šat-Sin) swore by the name of the king (6') not to contest in the future. (7'-8') Date. Seal of Šat-Sin, the [wife of Ur(?)]-[...], [(the ...)].

Commentary

Note that both the seller and the buyer are female.

1-2. Ennī-Laš: For the goddess Laš, see Lambert, *RLA* 6, pp. 506-507. Alternatively, this name could be read en-ni-īl-la-as = Ennī-Illas(sa) /enni-illat-ša/, for which cf. the Sargonic En-ni-īl-la (*OIP* 14 143 rev. 9'). For illat(u) in Old Akkadian names, see Gelb, *MAD* 3, pp. 39-40.

4. Note the phonetic ti-la for til-la.

118.

Text: RA 10 (1913):66 no. 105.

Previous treatment: L. Legrain, RA 10, 62 (translit. and transl.).

Origin: Unknown.

Date: AS 6.

- 1) 1 sag-nita
- 2) a-lú-DÛG mu-ni-im
- 3) 3(gur) 1(pi) 40(sila) še gur-šè
- 4) šeš-kal-la
- 5) lú-^den-líl-lá-ra
- 6) [i]n-ši-in-sa₁₀
- 7) [... dumu an-n]i-ba-du₇

(rest destr.)
rev. (begin. destr.)
(space)

1') mu ša-aš-ru^{ki} ba-ḫul

Seal

[lú]-^den-líl-[(lá)]

[dub]-sar IŠ

[dumu] lú-dingir-[ra]

(1) One man, (2) his name is Alu-ṭāb, (3) for 3 gur, 1 pi (and) 40 sila of barley (4) Šeš-kala (5) from Lu-Enlila (6) bought. (7) [..., son of Annji-badu; [...; (these are the witnesses)]. (1') Date. Seal of [Lu]-Enlila, the [scr]ibe of equerries, [son of] Lu-dingira.

Commentary

2. a-lú-DÛG: I assume that his PN contains the word *ālu*, "city." Cf. the name a-lí-DÛG, cited by Gelb, *MAD* 3, p. 5. Note the spelling -lú- for -lu-.

7. For the name an-ni-ba(-ab)-du₇, see Limet, *Anthroponymie*, p. 379.

119.

Text: AUAM 73.3096 (to be published by M. Sigrist). Collated.

Origin: Unknown.

Date: ŠS 3/i ("Reichskalender").

- 1) 1 sag-[SAL]
- 2) ši-ku-ra-da-t[i(?)] mu-ni-im
- 3) kug sám-bi 2 1/2 gín
- 4) ki šu-^dadad
- 5) àga-ús lugal-ta
- 6) u-ku in-ši-sa₁₀
- 7) igi nu-úr-^dadad dumu-na-šè
- 8) igi ma-ma-sar-ra-at dam-na-šè
- rev. 9) i[gi x-x-t]i-a-šè
- 10) igi [^den-líl]-i-šag₅-šè
- 11) igi ma-an-ša-ni-šu-šè
- 12) igi i-sar-^dšul-gi-šè
- 13) igi še-da gala elam-šè
- 14) igi sar-da-ga-an-[šè]
- 15) igi-ne-ne-šè
- 16) sag-bi [giš]-ga[n]-na [īb]-t[a(?)-ba]la
- 17) mu lugal-b[i in-pàd]
- u.e. 18) iti še-[gur₁₀]-kud
- l.e. 19) mu si-ma-núm^{ki} ba-ḫul

Seal

šu-^d[adad]

àga-ú[s lugal]

(1) One woman, (2) her name is Ši-qurādāt[ī(?)], (3) the silver of her price (is) 2 1/2 shekels, (4) from Šu-Adad, (5) the royal gendarme, (6) Uku bought. (7) Before Nūr-Adad, his son, (8) before Mama-šarrat, his wife, (9) be[fore X-x-t]i>a, (10) before [En]līl-išag, (11) before Man-šaninšu, (12) before Išar-Šulgi, (13) before Šeda, the gala-priest, the Elamite, (14) before Šar-Dagan, (15) before them (16) he (i.e., the seller) made this "head" cross over the giš-gana. (17) He (i.e., the seller) [swore] by the name of the king (not to contest?). (18–19) Date. Seal of Šu-[Adad], the [royal] gendarme.

Commentary

The provenience of the text is not known. The month-name Šegurkud was used in different cities, and thus it does not help to determine the text's provenience.

2. Ši-qurādātī: "She-is-my-Heroine." I assume that *qurādātu* is the feminine form, otherwise not attested, of *qurādu*, cited by Gelb, *MAD* 3, p. 227.

6. For the name u-ku, cf. ú-gu, cited by Limet, *Anthroponymie*, p. 533.

7. Nūr-Adad is the son of Šu-Adad, the seller. He may be the same person as Nūr-Adad, son of Šu-Adad, the royal equerry (IŠ lugal), who is mentioned in the Puzriš-Dagan texts *BIN* 3 215, 216; *PDT* 199, 700, etc. (all dated to ŠS 1).

8. The seller's wife.

14. Note the spelling da-ga-an for the usual ^dda-gan. Cf. the spelling šu-da-ga-an, which occurs in the Nippur text *NRVN* 1 155 seal.

16. For this clause, see 2.4.

120.

Text: Bodleian Library Collection B 6 (ZA 25 [1911]:206 no. 1). Collated by I. J. Gelb.

Previous treatment: S. Langdon, *ZA* 25, pp. 207–208 (translit. and transl.).

Origin: Unknown.

Date: ŠS 5.

- 1) [1] sag-SAL en-ni-a-ti mu-ni-im
 2) [ku]g-babbar sám-ma-ni 4 gín
 3) ki la-gi-ip-ta
 4) lugal-ezen
 5) in-ši-sa₁₀
 6) giš-gana(wr. TAG) in-bala
 7) igi bù-zu ḥa-za-núm-šè
 8) igi ur-za-ga nigir<-šè>
 rev. 9) igi lugal-engar-šè
 10) igi dingir-dag-ga-šè
 11) igi šu-ì-lí-šè
 12) igi lú-^dinanna-šè

- 13) mu lugal-bi in-pàd
 14) lú lú nu-gi₄-gi₄-da
 15) mu [ús-sa ^dšū-^dEN.ZU
 16) lugal úri^{ki}-ma-
 17) ke₄ bàd ^dmar-tu <mu-ri-iq>
 18) tí-id-[nim] mu-dù-a

(1) [One] woman, her name is Enni-atí, (2) the silver of her price (is) 4 shekels, (3) from Lā-qip (4) Lugal-ezen (5) bought. (6) He (i.e., the seller) made her cross over the giš-gana. (7) Before Buzu, the mayor, (8) before Ur-zaga, the herald, (9) before Lugal-engar, (10) before Dingir-daga, (11) before Šu-ili, (12) before Lu-Inanna, (13) they(!) swore by the name of the king (14) not to contest one against the other. (15–18) Date.

Commentary

6. For this clause, see 2.4.

121.

Text: MD 3 (*MAOG* 4 [1928–29]:191 no. 2). Tablet and envelope.

Previous treatment: F. Schollmeyer, *MAOG* 4, 190–192 (translit. and transl.).

Origin: Unknown.

Date: ŠS 9.

- 1) 1 sag-SAL ^dba-ú-lú-šag₅-šag₅ mu-ni-im
 2) 1 sag-nita dumu-nita-ni
 3) a-ba-in-da-an-è mu-ni-im
 4) kug 12 gín-šè
 5) lú-^dšára dumu gu-du-du-šè
 6) ab-ba-gi-na in-ši-sa₁₀
 7) ur-^dištaran kug-dím lú-ki-na-ab-tum-bi-im
 (space)
 rev. 8) ur-^da-ḥi dumu-a-ni mu kug-dím kug-lal-a-bi-im
 9) igi a-tu gu-za-lal-šè
 10) igi puzur₄-^dšára-ka-šè
 11) igi lú-^dnanna dumu gal-gal-la-ka-šè
 12) igi a-tu dumu šeš-kal-la-ka-šè
 13) igi lugal-kug-zu-šè
 14) igi lú-^dšára dub-sar
 15) igi lú-bala-šag₅-ga-šè
 16) igi ur-^dsag-ub-ba^{ki}-ka-šè
 17) igi a-ḥu-ba-gâr-šè
 18) giš-gin₇-na ba-ra-a-bala-eš

- u.e. 19) mu d^šu-d^{EN}.ZU lugal
20) úr^{ki}-ma-ke₄ é d^šára umma^{ki} mu-dù

Seal

lú-d^šára
dub-sar
dumu gu-du-du
sukal lugal

(1) One woman, her name is Bau-lu-šagšag, (2) (and) one boy (lit.: man), her son, (3) his name is Aba-indane, (4) for 12 shekels of silver (5) from Lu-Šara, son of Gududu, (6) Abba-gina bought. (7) Ur-Ištaran, the goldsmith, is the guarantor. (8) Ur-Aḫi, his son, in place of the goldsmith (i.e., Ur-Ištaran), was the weigher of silver. (9) Before Atu, the chair-carrier, (10) before Puzur-Šara, (11) before Lu-Nanna, son of Galgala, (12) before Atu, son of Šeš-kala, (13) before Lugal-kugzu, (14) before Lu-Šara, the scribe, (15) before Lu-balašaga, (16) before Ur-Saguba, (17) before Aḫu-waqar, (18) he (i.e., Lu-Šara) made them cross over the giš-gana. (19–20) Date. Seal of Lu-Šara, the scribe, son of Gududu, the royal messenger.

Commentary

Another sale document from the archive of Abba-gina is no. 122, written two years later. Still another text from the same archive was published by Schollmeyer in *AfO* 4 (1927):23. In that text, which is dated to IS 2, a certain Duga-zida promises to give to Abba-gina an ox, in place of the one that had been lost. All three texts belong to the collection of the Franciscan Mission in Dorsten, Westfalen.

Abba-gina's archive may have originated in the hamlet Eduru-Nigingarkidug, situated on the river Durul (modern Diyala), which is designated as the location of the transaction in no. 122:14. The reference to the town Upi (Greek *Ἰππύς*?) in the tariff-statement in no. 122:3 may indicate that Eduru-Nigingarkidug is to be sought on the Diyala in the vicinity of Opis. However, this identification would be difficult to reconcile with the fact that practically all persons appearing in the three texts from Abba-gina's archive bear Sumerian, and not (as one would expect), Akkadian names. Particularly disturbing is the profusion in them of the divine element Šara, which is characteristic of Umma personal names. Furthermore, note that Atu, the chair-carrier, and Puzur-Šara, who head the list of witnesses in no. 121:9–10, are quite likely the same persons as the first two witnesses in the Umma sale document no. 99:13–14, dated to IS 2. I cannot offer any plausible explanation for these conflicting data.

If the Abba-gina texts do in fact come from Edur-Nigingarkidug, then the occurrence of the month-name Mekigal in no. 121 and the mention of the month-name Kisig-Ninazu in *AfO* 4, p. 23 l. 6, would indicate that this town used the "Reichskalender." For the question of the "Reichskalender," see 1.2.

7. For this clause, see 2.11.1.1.

8. For this clause, see 2.12.

mu kug-dím: A defective spelling of the clause connector mu . . . -šè, "that, because, in place of." Before the Ur III period, the function of mu . . . -šè was performed by sag . . . -šè. See, e.g., *ITT* 1 1422 rev. 4'; *MAD* 4 71:7.

kug-dím: Akk. *kutimmu*, "goldsmith or silversmith." See Falkenstein, *NSGU* 3, p. 130; *CAD* K, pp. 608–609.

18. For this clause, see 2.4.

ba-ra-a-bala-eš: Note the use of the ablative infix -ra-, for which see commentary to no. 41:8.

122.

Text: MD 2 (*MAOG* 4 [1928–29]:188–189 no. 1). Tablet and envelope.

Previous treatment: F. Schollmeyer, *MAOG* 4, 187–190 (translit. and transl.).

Origin: Unknown.

Date: IS 2/xi ("Reichskalender").

- 1) 15(gur) še gur-lugal
- 2) kug 15 gín-šè
- 3) šag₄ u-bí^{ki}-ka
- 4) níg-sám^{am} lugal-úr-ra-ni-šè
- 5) ki ab-ba-gi-na-ta
- 6) lú-dùg-ga dumu ià-a-mu-ke₄
(envelope omits -ke₄)
- 7) šu ba-an-ti
- 8) igi ur-nìgin-gar-šè
- 9) igi ur-^{da}ḫi-šè
- rev. 10) igi na-ba-šag₅-šè
(envelope reads: igi na-ba-šag₅ dub-sar-šè)
- 11) igi a-ḫu-ni-šè
- 12) igi puzur₄-d^šára-šè
- 13) igi d^šára-mu-DU-šè
- 14) é-duru₅-nìgin-gar-ki-dùg gú íd^{du}ur-ùl-ka
- 15) inim-bi ba-ab-dug₄
- 16) iti me-ki-gál
- 17) mu en ^{da}inanna ba-ḫun

Seal

lú-dùg-ga
dumu ià-a-mu

- (1) Fifteen gur of barley, (according to) royal gur, (2) as (the equivalent of) 15 shekels of silver, (3) in Upi, (4) as the price of Lugal-urani, (5) from Abba-gina (6) Lu-duga,

son of Ia²amu, (7) received. (8) Before Ur-niġingar, (9) before Ur-Aġi, (10) before Nabašag, (the scribe), (11) before Aġuni, (12) before Puzur-Šara, (13) before Šaramu-DU, (14) in the hamlet Eduru-Niġingarkidug, on the bank of the Durul, (15) this transaction was “done”/negotiated. (16–17) Date. Seal of Lu-duga, son of Ia²amu.

Commentary

Abba-gina appears as a buyer also in no. 121. Note that these two documents have different operative sections and use different clauses. For the question of their provenience, see commentary to no. 121.

3. šag₄ u-bi^{ki}: This phrase probably refers to the tariff recorded in l. 2: “as (the equivalent of) 15 shekels of silver, (according to the tariff used) in Upi.”

Upi: Most probably identical with the OB ú-pí and the Greek Opis. See *RGTC* 2, p. 216 (with further literature).

14–15. For this clause, see 2.3.2.

é-durus: Akk. *e/adurû, kapru*, “hamlet, village,” also “bridge.” See Gelb, *MAD* 3, p. 20 (under *adûrum*); *CAD* E, p. 39 (under *edurû*); *CAD* K, pp. 189–190 (under *kapru*).

id²dur-ùl: For an identification with the Babylonian Turnat = modern Diyála, see *RGTC* 2, p. 259 (with further literature).

123.

Text: *TSDU* 16.

Previous treatment: H. Limet, *TSDU*, p. 19 (translit. and transl.).

Origin: Unknown.

Date: [?]/iv (“Reichskalender”).

- 1) 1 sag-nita [x] [(?)]
- 2) en-nam-be-[l] [(?)]
- 3) mu-ni-im
- 4) 10 gín kug-babbar-[šè]
- 5) ki arad dub-sar-[ta]
- 6) u-bar-[um-e]
- 7) [in-ši-sa₁₀]

(rest destr.)

rev. (begin. destr.)

- 1') [l]nu-[úr- . . .]
- 2') lnu-úr-[. . .]
- 3') [l]ja-a-kal-[la]
- 4') l²a-ab-ba-za(?)-[mu(?)] rá-gaba
- 5') lú-inim-ma-bi-me
- 6') iti u₅-bⁱ-kú

7') mu ús-sa [. . .]

(1) One man, the [x], (2–3) his name is Ennam-bé[l]i[(?)], (4) for 10 shekels of silver (5) from Arad, the scribe, (6) Ubar[um] (7) [bought]. [. . .] (1') Nū[r- . . .]; (2') Nūr-[. . .]; (3') A²a-kal[a]; (4') A²abbaza(?)-[mu(?)], the mounted messenger; (5') these are the witnesses. (6'–7') Date.

Commentary

Limet, *TSDU*, p. 19, assumed that this text comes from Puzriš-Dagan, because of the occurrence of the month-name Ubiku in line 6'. However, this identification is not certain, since the “Reichskalender” was used in other places as well. See 1.2.

2. The reading en-nam-TIL.L[A], given by Limet, *ibid.*, p. 19, does not seem very likely. For en-nam-be-lí, cf. the name e-na-be-lí, cited by Gelb, *MAD* 3, p. 52 (under ²xNN).

6. Limet's reading -k[e₄], *op. cit.*, p. 19, is impossible, since the name does not stand in a genitive.

4'. For this name, cf. the PN a-ab-ba-zi-mu, cited by Limet, *Anthroponymie*, p. 360.

124.

Text: AUAM 73.2128. Copy pl. IX.

Origin: Unknown.

Date: Not dated.

- 1) 1 sag-SAL
 - 2) níg-sám 5 1/2 gín kug-babbar
 - 3) ħur-za-an-núm-ra
 - 4) lugal-ġé-ġál nu-banda
 - 5) in-ši-sa₁₀
 - 6) lú-me-te-na simug-bi
(rest destr.)
- rev. (begin. destr.)
- 1') lú-inim-ma-bi-me
 - 2') mu lugal al-pa

(1) One woman, (2) (her) price (is) 5 1/2 shekels of silver, (3) from Ĥurzannum (4) Lugal-ġegal, the overseer, (5) bought. (6) Lu-metena (was) the smith (i.e., the weigher of silver) of this (transaction). [. . .]; (1') these are the witnesses. (2') The oath by the name of the king was sworn.

Commentary

3. ħur-za-an-núm: For this PN, cf. the name ħur-za-an, cited by Gelb, *MAD* 3, p. 133 (under ĤRS?).

4. Lugal-ḫegal is conceivably the same person as the buyer in no. 3 (note that no. 3 also belongs to the collection of the Andrews University). In that case, the origin of the present text would be Nippur.

6. For this clause, see 2.12. Cf. no. 67:15.

2'. Note the spelling pa for pàd, which also occurs in nos. 57:8 and 104:8.

125.

Text: BM 15464. Tablet and envelope. Collated by I. Finkel. Copy pl. X.

Origin: Unknown.

Date: Not dated.

- 1) 8 sar KI.UD šag₄ rin₅(gunû-LÚ-šeššig)-na-[ra] giškirig
- 2) kug 2/3 gín-[šè]
- 3) lugal-á-zi-da
- 4) al-la-šè
- 5) in-ši-sa₁₀(NÍNDA×ŠE.A)
- 6) mu lugal in-pàd
- 7) tukumbi
- rev. 8) inim nu-gi-in
- 9) gišgišimmar-mu
- 10) inim-ba ga-ra-ab-sum
(tablet omits -ab-)
- 11) bí-dug₄
- 12) igi ur-si-gar nu-giškiri₆-š[è]
- 13) igi ur-^dlugal-banda^{da} kug-dím-[šè]
- 14) igi lú-da-da ħa-za-núm dam-gàr-ne
(tablet omits -ne)
- 15) igi gu-na-na-šè
(tablet omits -šè)
- 16) igi lú-dingir-ra-šè
- 17) igi lugal-ezen-šè
- 18) igi árad-^dšára 1-šè
(tablet omits -šè)
- i.e. 19) <igi> lú-^dšára dumu é(?)-[x-x]
(envelope reads: igi lú-^dšára-šè)

Seal

a-al-la

dumu á-zi

(1) Eight sar of an uncultivated land, (located) in the . . . of an orchard, (2) for 2/3 shekel of silver (3) Lugal-azida (4) from Alla (5) bought. (6) He (i.e., the seller) swore by the name of the king. (7-11) He (i.e., the seller) declared: "If I do not confirm it (i.e., the land) (to you), I will give you my own orchard (lit.: my own date palms) in this transaction." (12) Before Ur-sigar, the gardener; (13) before Ur-Lugalbanda, the goldsmith; (14) before Lu-dada, the "mayor" of the merchants; (15) before Gunana; (16) before Lu-dingira; (17) before Lugal-ezen; (18) before Arad-Šara; (19) <before> Lu-Šara, son of E(?)-[x-x]. Seal of Alla, son of Azi.

Commentary

1. For the term KI.UD, see 3.2.1.1 and 3.2.1.2.

rin₅(gunû-LÚ-šeššig)-na-[ra]: The meaning of this term is obscure. The context suggests a topographic feature. Cf. here the mysterious 37 giš-gunû-LÚ-šeššig-na-gunû-LÚ-šeššig-na-ÛB in the Ur III text *Or.* 47-49 253:11 (collated by Waetzoldt, *OA* 17 [1978]:57). For the reading rin₅ of gunû-LÚ-šeššig, see Landsberger, *MSL* 2, p. 78 note to l. 633; Civil, *JCS* 15 (1961):125-126. In the Pre-Sargonic texts from Lagaš this sign, written LÚ-šeššig, appears in the term gu-LÚ-šeššig-na^{ba} (a fish product). Bauer, *AWL*, p. 394, suggested for it the reading arin_x or erin_x.

6-11. For this clause, see 2.7.3.

14. The title ħa-za-núm dam-gàr-ne is not attested elsewhere. It probably denotes the head of merchants's guild. See commentary to no. 7:8-9.

126.

Text: Collection of the late Milton Yondorf of Chicago, text B. The tablet is presently unavailable. The following transliteration follows the transliteration and collations made by I. J. Gelb.

Origin: Unknown.

Date: ŠS 5.

- 1) 3 2/3 SAR É
- 2) SÁM.GAR 5 GÍN KUG.BABBAR
- 3) i-ti mu-ta-[x]
- 4) nu-ùḫ-DINGIR
- 5) i-ša-am
- 6) IGI DINGIR-dan DAM.GÀR
- 7) IGI ur-nigin-gar GÍN.GI.N[A(?)]
- 8) IGI šu-^dnin-šubur
- 9) IGI DINGIR-ra-bí DAM.GÀR
- rev. 10) IGI ma-šum DAM.GÀR
- 11) IGI ur-šags-ga DAM.GÀR
- 12) IGI a-ḫu-ki-in DAM.GÀR

- 13) IGI a-ḥu-šu-ni
- 14) IGI lugal-engar
- 15) MU ÚS.SA ḏ^dšu-ḏEN.ZU
- 16) LUGAL úri^{ki}.MA
- 17) ù-ri-iq da-ad-
- 18) na-am BA.DÙ.A

(1) Three (and) 2/3 sar of a house, (2) (its) price (is) 5 shekels of silver, (3) from Muta-[x] (4) Nūh-ilum (5) bought. (6) Before Ilum-dan, the merchant; (7) before Ur-nigingar, the . . . ; (8) before Šu-ninšubur; (9) before Ilum-rabi, the merchant; (10) before Mašum, the merchant; (11) before Ur-šaga, the merchant; (12) before Aḥu-kin, the merchant; (13) before Aḥušuni; (14) before Lugal-engar. (15–18) Date.

Commentary

This text and the following one, which is also written in Akkadian, concern the same person, Nūh-ilum, who acts as a buyer in both of them. The origin of these texts is unfortunately unknown, though their language suggests that they come from an Akkadian-speaking environment.

Note that the witnesses include five merchants.

2. SÁM.GAR: Probably a mistake for NÍG.SÁM.

7. GÍN.GI.N[A(?)]: Possibly to be read GÁB(!).GI.N[A], “guarantor.”

See 2.11.1.2.

127.

Text: Collection of the late Milton Yondorf of Chicago, text A. The tablet is presently unavailable. The following transliteration follows the transliteration made by I. J. Gelb.

Origin: Unknown.

Date: IS 6.

- 1) 1 SAG.SAL
- 2) en-ni-ma-mi
- 3) MU.NI.IM
- 4) KUG.BABBAR SÁM.MA.NI 2 GÍN IGI-3-GÁL
- 5) a-na nu-ḥ[i]-DINGIR
- 6) ga-ga-za [a]-na SÁM i-ti-in
- 7) ša-at-ir-ra
- 8) ù a-ḥu-ni DUMU.NI
- 9) mu-gi-bu
- 10) um-ma ša-at-ir-ra
- 11) ni-iš LUGAL it-ma
- rev. 12) šu-ma GÉME a-ru-gi-ma-

- 13) ni ir-da-ši-i
- 14) a-na-ku-ù lu GÉME
- 15) IGI a-na-a ḥa-za-núm
- 16) IGI šu-ḏ^dnin-šubur
- 17) IGI ba-luḥ-é-a
- 18) IGI šu-l[i-um]
- 19) IGI šu-ḏ^dn[in-šu]bur [DUB].SAR
- 20) IGI.NE.N[E].ŠÈ
- 21) MU LUGAL.BI IN.PÀD
- 22) NU.UB.GL4.GL4.DA
- 23) MU BÀD.GAL nibru^{ki}
- 24) úri^{ki}.MA BA.DÙ.A

(1) One woman, (2–3) her name is Enni-Mami, (4) the silver of her price (is) 2 1/3 shekels, (5) to Nūh-ilum (6) she sold herself. (7) Šat-Irra (8) and Aḥuni, her son, (9) are the guarantors. (10–11) Šat-Irra swore thus by the life of the king: (12–13) “If the slave woman (i.e., Enni-Mami) has claims (on her), (14) I will become a slave woman (in her place).” (15) Before Ana^a, the mayor, (16) before Šu-Ninšubur, (17) before Paluḥ-Ea, (18) before Šu-l[ē^aū]m, (19) before Šu-N[inšu]bur, the [scr]ibe, (20) before them (21) she (i.e., Enni-Mami) swore by the name of the king (22) that she will not contest. (23–24) Date.

Commentary

Nūh-ilum appears as the buyer also in no. 126 (§§ 5), where he buys a house.

6. The noun *qaqqadu* is used here as a reflexive pronoun. See Gelb, *MAD* 3, p. 226. For other examples of that usage of *qaqqadu*, in place of the usual *ramānu* or *pagru*, see *CAD* Q, pp. 106–107. The idiom *qaqqassu ana šimē ana PN nadānu* is paralleled by *paḡaršu ana šimi ana PN nadānu*, which is employed in an early OB self-sale from Khafajah (*JCS* 9 [1955]:115 no. 88:7–9). Cf. also the expression *ramānšulša ana wardūti/amūti ana PN šurubu*, “to become voluntarily a slave/slave woman of PN” (lit.: “to make oneself enter into the status of slavery for PN”), which is used in Nuzi self-sales (for examples, see *CAD* E, p. 270b).

7–9. For this clause, see 2.11.1.4.

10–14. For this clause, see 2.7.4.

arugimānu: “claim.” See Kagal D Section 11:7: [i]nim-gál = *a-ru-gi4-ma-n[u-um]* (*MSL* 13, p. 249, misprinted *a-ru-ru-gi4-ma-n[u-um]*). This term is also attested in OB texts from Susa: *a-na ba-aq-ri GIŠ.SAR ù a-ru-gi-ma-ni* Seller *a-na* Buyer *i-za-az*, “the seller is responsible to the buyer for the vindications and claims (regarding) the (sold) orchard” (*MDP* 28 418:13–16); *a-na ba-aq-ri A.ŠAG4 ù a-ru-ki-ma-an-ni* Seller *a-na* Buyer *i-za-a-az* (*ibid.* 421:7–11); etc. *arugimānu* is listed neither in *CAD* nor in *AHW*. *AHW.*, p. 993, interprets *a-ru-gi-ma-ni* in the Susa examples as *a(na) rugima(n)ni*, and places it under *rugummû*. Although possible in

some instances, this explanation cannot, however, be applied to the following occurrences: *a-na a-wa-at ba-aq-ri ù a-ru-ki-ma-[ni]* (MDP 28 419:8-9); *a-na a-wa-at A.ŠAG₄ ba-aq-ri ù a-ru-ki-ma-ni* (MDP 24 351:13-14). These examples, plus the present occurrence and the earlier-cited entry from Kagal, offer sufficient evidence that *arugimānu* is a separate lexical item.

For the construction *arugimānē rašû*, cf. the later *rugummâ/baqrē/pirqa/bāqirāna rašû*, cited in *AHw.*, p. 961b (under *rašû(m)*).

18. For the name Šu-lē²ûm, see Gelb, *MAD* 3, p. 158 (under *la²ium*); *CAD* L, pp. 160-161 (under *le²û*).

128.

Text: Royal Scottish Museum, Edinburgh, Department of Art and Archaeology, inv. no.

1907-690-44 (*JCS* 19 [1965]:27 no. 2). Tablet and envelope. ✓

Previous treatment: E. Sollberger, *JCS* 19, pp. 26-27 (translit. and transl.).

Origin: Unknown.

Date: Not dated.

- clibet*
- 1) <1> ÈME
 - 2) *i-ti*
 - 3) *u-bar-um ha-za-nûm*
(envelope adds GIŠ.MAŠ.E.N[E^{ki}])
 - 4) *i-sar-ba-dan*
 - 5) *i-ša-am*
 - rev. 6) SÁM.BI(wr. GAZ).BI
(envelope reads: *si-im-sù*)
 - 7) ŠE.BI 6(GUR) GUR
(envelope reads: 6(GUR) GUR ŠE)
 - 8) IGI NE-NI-a
 - 9) IGI *a-bu-um*-DINGIR
 - 10) IGI *igi-šag5-šag5*
 - u.e. 11) IGI *du-ú-a*
 - l.e. 12) GIŠ.KUM ÍB.LA

Seal

Illegible

(1) <One> she-ass (2) from (3) Ubarum, the mayor (of GIŠ.MAŠ.E.N[E]), (4) Išar-padân (5) bought. (6) Its price, (7) 6 gur of barley <he measured out>. (8) Before NE-NI-a, (9) before Abum-ilum, (10) before Igi-šagšag, (11) before Du²ua, (12) he (i.e., the seller) made it (i.e., the she-ass) cross over the mortar(?). Seal of the seller(?).

Commentary

3. The town of GIŠ.MAŠ.E.NE^{ki}, which also occurs in the Sargonic text *ITT* 1 1463:7', is possibly the place of origin of the text.

6. Sollberger, *JCS* 19, 26, reads this line: *kàs-pl (kaspī, acc. pl.)*, "silver." However, since the envelope reads *si-im-sù*, it is virtually certain that GAZ here is an unorthographic spelling of NÍNDA×ŠE (cf. no. 14:2).

12. For this clause, see 2.4.

ÍB.LA: Most probably a phonetic spelling of ÍB.BALA. Cf. no. 87:7.

SUPPLEMENT

S. 1.

Text: FLP 512 (MVN 3 219). Tablet and envelope.

Previous treatment: R. Westbrook and C. Wilcke, *AfO* 25 (1974–77):114–115 (translit. and transl.).

Origin: Nippur (?).

Date: AS 1/xii.

- 1) 3 udu níg-sám-bi 1 1/2 <gín> 15 še kug-babbar
(envelope has gín)
- 2) bu-ga-núm dam-gār
- 3) DINGIR-É ù i-ti-lum-ra
- 4) in-ne-ši-sa₁₀
- 5) na-aḥ-šu-BALA gáb-gi-bi-im
- 6) udu-bi udu zuḥ-a ba-an-ku₄
- 7) bu-ga-núm ù na-aḥ-šu-BALA
- 8) ní-zu ba-an-ku₄-ri-éš
- 9) 7 gín kug-babbar áš-da udu-šè ba-lal
(envelope reads: 7 gín kug-babbar áš-da-áš ba-lal)
- 10) 1 1/2 gín 15 še kug-babbar
(envelope omits kug-babbar)
- rev. 11) níg-sám udu-šè ba-lal
- 12) DINGIR-É ù i-ti-lum
- 13) su-su-dè
- 14) na-aḥ-šu-BALA-ra ba-an-ši-ku₄-ri-éš
- 15) mu lugal-bi in-pàd-dè-éš
- 16) Ḥanna-lul-la
(envelope adds sabra)
- 17) Ḥa-ri-a kurušda
- 18) Ḥutu-an-dùl
(envelope adds dam-gār)
- 19) Ḥú-giri₁₇-zal
(envelope adds ŠIM)
- 20) Ḥú-kal-la
(envelope adds kug-dím)

- 21) Ḥda-an-zi-bu elam
(envelope reads: Ḥda-an-zi-bu àr-àr)
- 22) lú-inim-ma-bi-me
(envelope adds -éš)
- u.e. 23) iti še-gur₁₀-kud mu Ḥamar-ḤEN.ZU lugal

Seals

DINGIR-É

dumu kur-bi-la-ak

i-ti-lum

dumu lu-lu

(1) Three sheep, their price (is) 1 1/2 <shekel> (and) 15 še of silver, (2) Bukānum, the merchant, (3) from Ili-bitī and Iddin-ilum (4) bought. (5) Naḥṣu-BALA was the guarantor. (6) The sheep were (later) declared to be stolen. (7) Bukānum and Naḥṣu-BALA (8) were declared thieves. (9) Seven shekels of silver were weighed out (by Naḥṣu-BALA to Bukānum) as the indemnity for the sheep. (10) (Also) 1 1/2 shekel (and) 15 še of silver were weighed out (by him) (11) as the price of the sheep. (12–14) (Now) Ili-bitī and Iddin-ilum made themselves liable to Naḥṣu-BALA to return (this money). (15) (To do so) they swore by the name of the king. (16) Nanna-lula, (the majordomo); (17) Ariḫa, the cattle-fattener; (18) Utu-andul, (the merchant); (19) Lu-girizal, (the brewer); (20) Lu-kala, (the goldsmith); (21) Danzibu, the Elamite, (the miller); (22) these are the witnesses. (23) Date. Seals of Ili-bitī, son of Kur(u)b-ilak and Iddin-ilum, son of Lulu.

Commentary

For the interpretation of this text, see 2.11.3.1.

6. For this construction (also l. 8), cf. úru-bi úru šub-ba im-ma-ni-in-ku₄-ra-àm, “this city was destroyed,” lit.: “this city has been turned into a destroyed city” (*PBS* 10/4 1 iii 7); cf. Edzard, *Zwischenzeit*, p. 87. The verb ku₄, when construed with a noun expressing state or status, standing in the locative -a, has the meaning “to become.” Cf. dumu-gi₇-ra . . . ku₄, “to become a free person,” ibila-a . . . ku₄, “to become an heir,” and (lú-)ní-zuḥ-a . . . ku₄, “to become / to be declared a thief,” cited by Falkenstein, *NSGU* 3, p. 169. For the verb zuḥ, Akk. *šarāqu*, “to steal,” see *ibid.*, p. 175.

ba-an-ku₄: <ba-ni-ku₄>. Cf. Falkenstein, *NSGU* 2, p. 114 n. to l. 13.

7-8. ní-zu: A syllabic spelling of (lú-)ní-zuḥ, Akk. *šarrāqu*, “thief.” See Falkenstein, *NSGU* 1, p. 74 n. 6; 3, pp. 135–136, who reads (lú-)im-zuḥ. The reading (lú-)ní-zuḥ is demonstrated by Erimḫuš V 73: lú-ni^{mi}-zu = *šar-ra-qu*, and also by Hh. XIII 86: udu-ni^{mi}-zu (var.: udu-zuḥ-a / udu-zu-a) = *im-mer šur-qi*. For the examples of (lú-)ní-zuḥ-a . . . ku₄, “to become / to be declared a thief/criminal,” see Falkenstein,

NSGU 3, p. 169; *AS* 16, p. 18 U. 7739 + 7740 obv. iv 37–38 (Ur-Nammu Laws § 25 – the numeration of the paragraphs according to J. J. Finkelstein, *JCS* 22 [1968–69]:66–82).

9. In addition to the price, the guarantor also paid the buyer 7 shekels of silver as the áš-da for the sheep. It is clear from the context that áš-da must mean “indemnity, fine,” or the like. This term is also attested in the Pre-Sargonic legal text *OIP* 14 76 ii 4, iii 1, where it likewise describes a type of payment. Further, note the occurrences of udu áš-da in two forerunners to Hh. XIII (*MSL* 8/1, p. 89 i 8, 92 ii 8'). In the standard version, udu áš-da is replaced by udu ZÍZ.ĀM (= imgaga), which is translated as *immer kiššati*, “sheep (fed? with) emmer” (*MSL* 8/1, p. 15 l. 87). It appears very likely that ZÍZ.ĀM is a misinterpretation of the original áš-da, which resulted from the scribe’s unfamiliarity with the latter term. That the reading of this entry was a matter of confusion already in Old Babylonian times is evidenced in the fact that yet another forerunner to Hh. XIII lists in this place udu zíd-da (*MSL* 8/1, p. 84 line 69, collated by P. Michalowski). One can further speculate that the original Akkadian equivalent of áš-da was *kiššātu*, “indemnity (for a lost object), replacement (for a distrained person)” (*CAD* K, p. 459). Quite possibly, the compiler of Hh. XIII confused that *kiššātu* with *kiššatu*, “emmer,” which led him to replace the unintelligible áš-da with ZÍZ.ĀM. This interpretation finds support in the fact that the entries adjacent to Hh. XIII 87 deal with legal/commercial sheep-terminology, such as *immer miḫri*, “sheep (given as an) equivalent” (line 85), *immer šurqi*, “stolen sheep” (line 86), and *immer [ribb]ati*, “sheep of arrears” (line 88), where “sheep (fed? with) emmer” is completely out of place. For a possibility that áš-da is related to the Pre-Sargonic za-áš-da, “crime,” see Steinkeller, *RA* 74 (1980):178–179.

14. For the meaning “to make oneself liable for (-šè) something,” lit.: “to enter into an obligation for something,” of ku₄, cf. *NSGU* 2 no. 7:6–10: 6(gur) še gur-lugal 10 ma-na sig-gi 6 sila i-giš lú-^dba-ú-ke₄ sum-mu-uš /sumu-še/ ba-ku₄, “Ur-Bau made himself liable to give 6 royal-gur of barley, 10 minas of gi-wool, (and) 6 sila of sesame oil.”

S.2.

Text: YBC 1107 (*YOS* 4 6).

Previous treatment: A. Falkenstein, *NSGU* 1, p. 127 (translit. and transl.).

Origin: Nippur.

Date: IS 1/xii.

- 1) šeš-kal-la
- 2) lú-^diškur
- 3) dumu-ni ba-ra-sa₁₀
- 4) ur-du₆-kug-ra iti sig₄
- 5) igi énsi-ka-šè

- 6) in-na-dib-bi-a
- rev. 7) mu lugal-bi in-pàd
- 8) I_{ur}-gu
- 9) I_{gir}-ni
- 10) I_é-ki-bi
(space)
- 11) lú-inim-ma-bi-me
- 12) iti še-gur₁₀-kud mu ^di-bi-^dEN.ZU lugal-àm

(1–3) Šeš-kala sold Lu-Iškur, his son (to Ur-dukug). (4–7) He (i.e., Šeš-kala) swore by the name of the king that he will transfer him to Ur-dukug before the governor in the month of Siga. (8) Urgu; (9) Girni; (10) Ekibi; (11) these are the witnesses. (12) Date.

Commentary

This text seems to concern a case of sale with deferred delivery: Šeš-kala sold his son Lu-Iškur to Ur-dukug, but for some unknown reason he was unable to transfer him at the time of the sale transaction. Therefore, Šeš-kala and Ur-dukug made a separate agreement, binding Šeš-kala to deliver his son three months later in the presence of the governor. It is quite likely that, apart from the present text, a regular sale document, formulated as a completed transaction, was also prepared. For the legal implications of this case, see 4.2.

4. I assume that iti sig₄ stands for iti sig₄-ga, the third month at Nippur. Alternatively, it could be an abbreviation for iti sig₄-^{gi}š_i-šub-ba-gar, the second month at Umma, in which case the origin of the text would be Umma.

6. For dib, Akk. *etèqu/šiuuqu*, “to cross, to pass on, to transfer,” see *CAD* E, p. 384 (under the lexical section of *etèqu*); Falkenstein, *NSGU* 3, p. 96.

S.3.

Text: BM 16156. Copy pl. X.

Origin: Umma(?).

Date: ŠS 1.

- 1) 1 sag-SAL
- 2) 2 2/3 gín kug-babbar
- 3) sám^{am}-ma-ni
- 4) ur-^dnin-tu-ke₄
- 5) ur-^dEN.ZU ù
- 6) nin-dub-sar dam-ni-šè
- 7) in-ne-ši-sa₁₀
- rev. 8) mu géme ba-zàh-šè
- 9) géme túm-da nin-dub-sar

- 10) mu lugal-bi in-pàd
- 11) iti ezen-^dšul-
- 12) gi-ta ud 15-àm
- 13) ba-ra-zal ba-zàh
- 14) [i]gi má-gurg-ri(HU) nu-gi^škiri₆-šè
- 15) [ig]i é-IŠ-ta-šè
- 16) [ig]i lugal-níg-lagar-e-šè
- 17) [igi u]r-é-mah-šè
- i.e. 18) mu ^dšu-^dEN.ZU lugal

(1) One woman, (2–3) her price (is) 2 2/3 shekels of silver, (4) Ur-Nintu (5) from Ur-Sin and (6) Nin-dubsar, his wife, (7) bought. (8) Because the slave woman has escaped, (9–10) Nin-dubsar swore by the name of the king to deliver (another) slave woman (in her place). (11–13) She escaped on the 15th day after the month Ezen-Šulgi. (14) Before Magure, the gardener; (15) before E-IŠ-ta; (16) before Lugal-niglagare; (17) [before U]r-emaḥ. (18) Date.

Commentary

The interpretation of the events behind this text presents no difficulties. Ur-Nintu bought a slave woman from Ur-Sin and Nin-dubsar, his wife. After the lapse of an unspecified period of time, the slave woman escaped. Ur-Nintu requested that the sellers provide him with a substitute slave woman, and Nin-dubsar (whose husband was probably no longer alive) promised to comply with that demand. Of special importance is the fact that, as indicated by the seller's willingness to give a substitute slave woman, the sellers must have originally guaranteed against the flight of the sold woman. See also 2.9.2.

The mention of the month Ezen-Šulgi in ll. 11–12 does not help to establish the provenience of the text, since this month-name is used in the calendars of several cities (Puzriš-Dagan, Lagaš, Umma, Ur, etc.). The choice of Umma is suggested by the occurrence in the text of the personal name lugal-níg-lagar-e (l. 16), which is found exclusively at Umma. See Limet, *Anthroponymie*, p. 471 (misread as lugal-níg-ba-e).

S.4.

Text: UM 55-21-205 = 3 NT 16 (NATN 906). Collated. ✓

Origin: Nippur.

Date: [?].

- 1) [12 gín kug-babbar]
- 2) [ki] ur-abulla_x(KÁ.GAL)-t[a]
- 3) á-zi-da
- 4) šu ba-ti
- 5) níg-sám(wr. GAZ) a-šaga-šè

- 6) šaga-bi-ta
 - 7) <1> árad TUR mu-ni
 - 8) níg-sám(wr. GAZ) 8 gín
 - 9) ki á-zi-da-t[a]
 - 10) ur-abulla_x(KÁ.GAL)-ke₄
 - 11) in-ma-túm
 - 12) šb-tag₄ 4 gín
 - 13) iti NE-NE-gar gi₄-gi₄-dam
 - rev. 14) [mu lugal-bi in-pàd]
- (rest destr.)

(1) [Twelve shekels of silver] (2) [from] Ur-abulla (3) Azida (4) received (5) as the price of the field. (6) Out of it, (7) <one> slave, his name (is) TUR, (8) valued at 8 shekels (of silver), (9) from Azida (10) Ur-abulla (11) took away. (12–14) [He (i.e., Azida) swore by the name of the king] to return the remaining 4 shekels in the month of NE-NE-gar. [. . .].

Commentary

This text seems to relate to a sale transaction in which the seller had failed to transfer the object of sale to the buyer. The background of this case can be reconstructed as follows: Azida sold a field to Ur-abulla and received 12 shekels of silver as its price. However, the field had not been transferred, and, consequently, Ur-abulla demanded his money back. Since Azida apparently was unable to return the purchase price, he gave Ur-abulla his slave TUR, valued at 8 shekels of silver, and promised to pay the remainder at a later date.

In all probability, Azida and TUR are the same persons as the buyer Azida and the slave Nam-TUR who appear in the sale document no. 12. If this identification is correct, then Azida gave (Nam-)TUR to Ur-abulla for 2 shekels less than the amount he had paid for him originally (in no. 12 the price is 10 shekels). This difference in price is not surprising, since, under those circumstances, Azida's bargaining position would obviously have been very weak.

The reference to the sale of a field in this document is, as far as I know, unique for Ur III times. For the discussion of this problem, see 3.2.1.3.

S.5.

Text: IM 61738 = 6 NT 28. Copy pl. XI.

Origin: Nippur.

Date: ŠS 1/v.

- 1) lugal-ùsar-e
- 2) igi-ni ì-gar
- 3) mu lugal 11 gín kug-babbar

- 4) níg-sám ip-pa-pa
 5) 5 gín kug-babbar
 6) níg-sám gud
 7) 1 túg
 lo.e. 8) mu ur-^den-líl-lá-šè
 rev. 9) ugula é ^dinanna-ke₄
 10) ḥa-ma-sum bí-du₄
 11) ^la-ŠI-sar
 12) ^li-ku-mi-sar rá-gaba
 13) ^lnam-maḥ-^dba-ú
 14) ^lna-na-mu má-dab₅
 15) ^lur-^dnin-urta
 u.e. 16) lú-inim-ma-bi-me
 l.e. 17) iti NE-NE-[gar] mu ^dš_u-^dEN.ZU lugal

(1) Lugal-usar (2) appeared (before them). (3) "By the name of the king, 11 shekels of silver, (4) the price of Ippapa, (5) 5 shekels of silver, (6) the price of an ox, (7) (and) one garment, (8) (acting) on behalf of Ur-Enlila, (9) the majordomo of the temple household of Inanna (10) gave to me" he declared. (11) A-ŠI-sar; (12) Ikūn-mīšar, the mounted messenger; (13) Nammaḥ-Bau; (14) Nanamu, the . . . ; (15) Ur-Ninurta; (16) these are the witnesses. (17) Date.

Commentary

The two main actors of this legal case, the unnamed majordomo of the temple household of Inanna and Lugal-usar, are in all likelihood the same persons as the buyer and seller in no. 5. In both texts, the majordomo in question can be identified as Lugal-engardug (see commentary to no. 5:5).

As I reconstruct the events behind the present text, Lugal-engardug, acting as the representative of a certain Ur-Enlila, purchased a slave and an ox from Lugal-usar. In lieu of the purchase price, Lugal-engardug paid to Lugal-usar eleven shekels of silver, plus a garment, whose relation to that transaction is uncertain. It appears that Lugal-usar later claimed that Ur-Enlila had given him neither the price nor the garment, but, when confronted by Lugal-engardug (note that this text, like no. 5, comes from Lugal-engardug's archive), he declared under oath that he had actually received them.

It is notable that Lugal-usar's oath, though invoking the king's name, had a declaratory sense. See also 2.10.3.

14. má-dab₅: As far as I know, this occupation(?) is not otherwise attested.

PART III

INDEXES AND CONCORDANCES

1. INDEXES

1.1. *Personal names*

Abbreviations: b. = brother of; d. = daughter of; f. = father of; g. = grandson of; h. = husband of; m. = mother of; s. = son of; w. = wife of.

a-ab-ba-mu, f. a-da-ga, 90:9.

a-ab-ba-za(?) -fmu(?), rá-gaba, 123:4'.

a-ab-e, kug-dím, s. a-gu-za-na, 90:11.

a-ad-da-mu, b. lú-gir-gi₄-lu^{mušen}, s. ur-^dEN.ZU, 27:4.

a-a-kal-la,

1. da[m-gà]r, 31:5.
2. dam-gàr, s. ur-saman₄, 30 seal.
3. egir, 67 seal.
4. egir énsi, 67:21.
5. f. [n]am-[ħa]-ni, 13:12.
6. s. lú-sig₅, 98:7.
7. s. úr-ra(?) -X, 44:10.
8. 30:3, 31:9, 123:3'.

a-al-la,

1. s. á-zi, 125 seal.
2. 125:4 (omits a-).
3. Cf. al-la.

a-a-zi-mu,

1. árad géme(!) -^dEN.ZU, 50:2.
2. 50 seal 2.

a-a-[x]-[...], 104:1.

a-ba-a, na-[gada], 116:12.

a-ba-^den-líl(-lá)-gin₇,

1. f. árad-dam, 50:10 (omits -lá-).
2. h. nin-kar-ri, 51:3, 51 seal 1.

a-ba-in-da-an-è, s. ^dba-ú-lú-šags-šags₅, 121:3.

a-ba-šags₅, 91:20.

ab-ba-gi-na,

1. kug-dím, 99:9.
2. s. lú-^dnin-šubur, 99:15.
3. 94***:4, 121:6, 122:5.

ab-ba-kal-la, s. ur-mes, 73:6.

ab-ba-mu,

1. s. šu-AD.MU, 12:13.
2. 79:8.

a-bí-a-ti, 19:12.

ab-si-bi, 75:4.

a-bu,

1. f. má-gurg-ri, 41 seal 2.
2. f. nita, 41 seal 1.

a-bu-a[...], 48:7 and seal.

a-bu-DÛG, 100:2.

a-bu-um-DINGIR, 114:12, 128:9.

á-da-da, 32:14, 38:3.

dadad-ba-ni,

1. nigir, 112:14.
2. s. [x-x(-x)], 19 seal.
3. 19:6.

a-da-ga, s. a-ab-ba-mu, 90:8.

a-da-lál,

1. kisal-luḫ, 50:12.
2. f. ku-ba-bu-um, 31 seal.
3. s. puzur⁴-^daš⁷-gi⁴, 73:8.
4. 100:1.

a-da-mu, s. X-X, 19:9.

a-da-na, 33:11.

ad-da-kal-la,

1. sukal^dindagar(NÍNDAXGUD(!)), 51:6.
2. sukal en-^fx]-[...], 51 seal 2.
3. b. [lu]gal-kug-zu and [l]ú-šags-ga, 22:5.
4. s. ba-zi-ki, 16:17.
5. s. dingir-ma-sum, 22 seal 3.
6. s. du-du-a, 51:9.
7. s. ur-ki-èš, 12:18.
8. 45:16.

ad-da-[x(-x)], 54:1.

ad-KA-gi-na, 77:15.

a-DU, 94***:8.

a-ga, s. mu-ni, 64:10.

a-ga-ti-ma, d. i-ba-lí-is, 115:1.

a-gi-na, 78:14.

a-gu, s. na-ḫa-ru-um, 116:19.

á-gu,

1. dam-gàr, s. ur-na, 63:15.
2. 10:9.

a-gu-a,

1. ugula-géš-da, 19:8.
2. s. ga-ri-DINGIR, 116:14.

a-gu-a-ti, s. ir-ra-ba-ni, 115:12.

á-gu-ú,

1. s. dùg-ga, 24:3.
2. 28:3.

a-gu-za-na, f. a-ab-e, 91:12.

a-ḫa-ni-šu,

1. gúda, 46:11.
2. b. lú-^den-líl-lá, s. a-lí-ba-aš-ti, 46:4.
3. 28:9.

a-ḫa-[a]r-ši, 117*:1'.

a-ḫu-a, énsi umma^{ki}, 88*:26.

a-ḫu-ba-gàr, 121:17. Cf. a-ḫu-wa-gàr.

a-ḫu-DÛG,

1. s. kur-ša-núm, 76:3 and seal.
2. s. l[a]-la-a, 105:4.
3. s. M^{la}-šu, 115:10.

a-ḫu-ki-in,

1. DAM.GÀR, 126:12.
2. simug, s. gu-gu-za-ni, 75:13.

a-ḫu-ni,

1. sagi, 109:5.
2. ZÍD.DA, 113:2.
3. s. ša-at-ir-ra, 127:8.
4. 113:9, 113*:16, 122:11.

a-ḫu-šu-ni,

1. s. da-a-da-a, 19:15.
2. 126:13.

a-ḫu-wa-gàr, 87:12. Cf. a-ḫu-ba-gàr.

a-ka-k[a(?)-mu(?)], 16:3.

a-kal-la, 78:3.

a-ku-ni, s. na-si-bil-tum, 112:12.

a-la-^fa(?)], 88:8.

a-la-^fla], 42:12.

á-la-la-a, 30:4.

a-la-NE, sister of ip-ku-ša and šu-^dnin-mug, 45:1.

a-la-ti, f. DINGIR-ba-ni, 113*:3.

al-ba-ni-duga,

1. àga-ús lugal, s. ur-^ddumu-^fzi(?)], 44 seal.
2. 44:4.

al-dùg-ga, 10:10, 17:6.

a-lí-a-ḫi, 44:2.

a-lí-ba-aš-ti,

1. m. lú-^den-líl-lá and a-ḥa-ni-šu, 46:4.
 2. d. ba-fba]a, 46 seal I.
- a-li-šu-ni, s. im-ti-dam, 115:14.
- al-la,
1. s. ur-du₆, son-in-law of gu-gu, 88*:19.
 2. Cf. a-al-la.
- al-la-DI.NE, 77:16.
- al-la-DINGIR, 94**:18.
- a-lu, 87:3.
- a-lú-DÛG, 118:2.
- á-lu₅-lu₅, s. ba-li-li, 63:10.
- ama-gi-na, 99:2.
- ama-kal-la, šag₄-zu(!), 51:12.
- ama-mu-ḥa-me-na, 81:14.
- ^damar-^dEN.ZU, (lugal), see year formulae AS 1, 2, and 8.
- ^damar-^dEN.ZU-an-d[ùl], dub-[sar], 73:16.
- ^damar-^dEN.ZU-ba-ni, 88:5.
- amar-^din[anna(?)], 25:9.
- amar-šúba,
1. šidim-gal, 52:7.
 2. 33:12, 58:7.
- am-ma-ma, f. šeš-kal-la, 3:4.
- àm-na-ni-tum, b. kur-bi-la-ak, 112:13.
- a-mur-DINGIR^{lum}, s. i-ri-ib, 12:19.
- a-na-a, ḥa-za-núm, 127:15.
- [á]na-na, s. nanna-lul-li, 64:15.
- á-ni-id,
1. lú ša-me^{ki}, b. šu-ku-bu-um (tablet: -da), 10:7.
 2. LÚ.ŠIM, s. ur-mes, 108 seal.
 3. LÚ.ŠIM-ma, 108:3, 6.
- an-na-ḥi-li, 31:6.
- an-^fna(?)]-zu-zu, 68:14.
- [an-n]i-ba-du₇, f. [. . .], 118:7.
- an-za-za-a, 94:2.
- arad, dub-sar, 123:5.
- árad, s. lugal-TAR, 88*:22.
- árad-dam, s. a-ba-^den-líl-gin₇, 50:10.
- árad-mu, b. lú-^diškur and ^dnanna-kug-zu, s. ur-^dnin-giš-zi-da, 65:2.
- árad-^dnanna, 104:13.
- [ár]ad-ni IŠ-gal-LÁLxNÍGIN, 69:7.
- árad-^dnin-gal,
1. dub-sar, s. i-šag₅-ga, 102 seal 2.

2. 102:7.
- árad-^fdšára], 125:18.
- ÁRAD-zu-ni, f. ur-^dda-da, 112:9.
- a-ri-a, kurušda, S.1:17.
- ar-ši-aḥ,
1. ugula-gešta, lú ša-me^{ki}, 10:3.
 2. ugula-geš-^fda], s. šu(?)-AD.M[U(?)], 10 seal.
- á-sum-ma, má-laḥ₄, 58:3.
- a-šag₅-ga, 86 i 7, 9.
- a-ŠI-sar, S.5:11.
- aš-ku-da-núm, 113*:12.
- a-ti-[DINGIR(?)],
1. f. kur-da-šu, lú-^dnanna, and šu-é-a, 37:7.
 2. f. kur-da-šu, 37 seal.
- a-ti-na-tum, 75:7.
- a-tu,
1. gu-za-lal, 99:13, 121:9.
 2. s. šeš-kal-la, 121:12.
 3. 28:11, 91:4.
- a-wi-lí, f. šeš-kal-la, 28:8.
- a-za-da,
1. s. e-lum-ma, 73 seal.
 2. 73:2.
- a-za-za, 23:3.
- á-zi, f. a-al-la, 125 seal.
- á-zi-da,
1. f. ur-LI, 16:10.
 2. f. ur-^dnin-gidri, 16:20.
 3. s. lugal-gaba, 12:5.
 4. 26:11, 36b:4, 37:16, 43:6, 64:4, S.4:3, 9.
- á-[. . .],
1. f. [x]-^dinanna], 59:16.
 2. 33:10.
- ba-a-a, f. ù-ni-a, 24:13.
- ba-a-ga-a, f. dan-al-su, 69 seal.
- ba-ba-a,
1. f. a-lí-ba-aš-t[i], 46 seal 1.
 2. f. ur-^dnin-šubur, 46 seal 2.
- ba-ba-mu, maš[kim], 86 i 12.
- [ba(?)]-^fba(?)]-ti, árad ^dkug-sud, 54:3.
- ba-ab-ti, muḥaldim, 94*:4.
- ba-^fgá]-g[á], 111:7.

- ba-ḥa-ru-um, s. ip-ku-ša, 76:4.
 ba-ki, 25:12, 33:14.
 ba-al-[dug(?)], f. ^dEN.[ZU-illat], 42 seal 2.
 ba-ir-ra-núm, see ba-ta-núm.
 ba-li-li, f. a-lu₅-lu₅, 63:10.
 ba-lí-lí, f. lugal-á-zi-da, 50:9.
 ba-luḥ-é-a, 127:17.
 ba-lu₅-lu₅, 93:8.
 ba-lul-ú, f. lú-^dinanna, 51:8.
 ba-an-zi, f. é-maḥ-ki-dùg, 68 seal 2.
 ba-ta-núm,
 1. mar-tu, 78:4.
 2. f. ^dšul-gi-da, 78:4, 17, and seal (wr. ba-ir-ra-núm).
^dba-ú-lú-šag₅-šag₅, m. a-ba-in-da-an-è, 121:1.
 ba-zi,
 1. lú ur-lug[al], 85:3.
 2. f. [^dutu]-[ba-è], 83:1'.
 ba-zi-gi,
 1. f. ur-^dnin-giš-zi-da, 65:13.
 2. s. ku[d- . . .], 60:17'.
 3. s. ni-ba-gi, 16:15.
 4. Cf. ba-zi-ki.
 ba-zi-ki, f. ad-da-kal-la, 16:18. Cf. ba-zi-gi.
 ba-[. . .], f. lugal-an-ni, 25 seal.
 be-lí-DÛG, rá-gaba, f. [lugal-kar-ri], 39 seal.
 be-lí-ḥa-bi-iš,
 1. f. puzur₄-ì-lí, 75:11.
 2. 75:3.
 bi-du(?) -du(?), 75:8.
 bí-la-la, f. ur-^dsi₄-an-na, 95:4.
 bu-ga-núm,
 1. dam-gàr, S.1:2.
 2. S.1:7.
 bù-KA-NI-[šag₅(?)], gala, 117:10.
 bu-la-lí,
 1. s. puzur₄-ìr-ra, 72 seal.
 2. 72:3.
 bù-la-lum, 104:11.
 bur-^dma-ma, dam-gàr, 12:12.
 bu-ru-k(e₄), 101:4.
 [bu-šu-DINGIR], šagina dē^rki, 39 seal.
 [b]ù-ú-ku-um, 100:6.

- bu-ú-la, sidim, 37:18.
 bu-ú-za-nu-um, s. ša-bu-lum, 73:7.
 bu-zi-na, 21:4.
 bù-zu, ḥa-za-núm, 120:7.
 da-a-da-a, s. a-ḥu-šu-ni, 19:15.
 da-a-ga,
 1. m. ur-^dEN.ZU, 97:7.
 2. m. ur-me-me, 97:1.
 da-da,
 1. àga-ús sanga, 24:9.
 2. énsi nibru^{ki}, 66:11.
 3. énsi nibru^{ki}, s. ur-^dnanib[gal], 66 seal.
 4. f. lú-ša-lim, 62:3.
 5. s. lú-dingir-ra, 55 seal.
 6. s. ma-ma, 91:3.
 7. 55:5', 94:7.
 da-da-a,
 1. f. ur-^da-ḥi, 68 seal 1.
 2. s. [. . .], 69:12.
 da-du-mu, dub-sar lugal, 94*:10.
 da-ga, f. na-bu-um, 29:4.
 da-g[i- . . .], 105:1'.
 dan-al-su,
 1. s. ba-a-ga-a, 69 seal.
 2. 69:3.
 da-an-zi-bu, elam / àr-àr, S.1:21.
 da(?) -ar-bu-ug-gàr-su, ŠIM, 109:3.
 [da(?) -x-x], sabra, 117:6.
 da-[. . .], f. [x]-[x-x-x], 27:2'.
 DINGIR-ba-ni,
 1. dub-sar, 46:13.
 2. b. lú-ša-lim, s. ur-^dnin-sún, 116:17.
 3. f. SIA-a, 113:3, 113*:4.
 4. s. a-la-ti, 113*:3.
 5. s. za-na, 112:10.
 6. 75:12, 113*:8.
 DINGIR-bi-la-ni, àga-ús, 2:13.
 DINGIR-bu-za, m. nin-da-da, nin-úr-ra-ni, and ur-^dšu-maḥ, w. [ur]-du₆-kug-ga, 20:2.
 DINGIR-da-da-mu, árad amar-šúba, 52:6.
 dingir-dag-ga, 120:10.
 DINGIR-dan, DAM.GÀR, 126:7.
 DINGIR-É,

1. lú an-za-gàr^{ki}, 114:9.
 2. s. kur-bi-la-ak, S.1 seal 1.
 3. 113:13, S.1:3, 12.
- dingir-gu-zu, dub-sar, 67:24.
dingir-i-zu, dub-sar, 69:3'.
dingir-kal-la,
1. dam-gàr, f. lugal-á-zi-da, 97:13.
 2. dam-gàr, f. ur-šags-ga, 97:8.
- DINGIR-KA-na, f. lú-^dnin-ur₄-ra, 91:10.
DINGIR-ma-lik, 70:2.
dingir-ma-sum,
1. f. ad-da-kal-la, 22 seal 3.
 2. f. lugal-kug-[zu], 22 seal 2.
 3. f. lú-šags-ga, 22 seal 1.
- DINGIR-mi-ti, s. šu-ì-lí, 97:17.
DINGIR-ra-bí, DAM.GÀR, 126:9.
dingir-ra-àm, s. lugal-pa-è, 90:10.
DINGIR-su-ra-bí, f. nu-úr-ì-lí, 112:2.
dingir-šags-ga, 66:14, 94**:19, 102:14.
du-du-a, f. ad-da-kal-la, 51:9.
dùg-dùg-ga, f. [x-x(-x)], 66**:10'.
dùg-ga,
1. f. [á]-gu-ú, 23:4.
 2. s. ur-^dbil, 64:9.
 3. 95:12.
- dùg-ga-mu, 102:17.
dug₄-ga-zi-da,
1. IŠ, 11:7.
 2. f. ur-dingir-ra, 107 seal.
- dug₄-ga-[. . .], 82:9.
gišdúr-gar-ni, f. nin-KA-gi-na, 91:17.
du-ú-a, 128:11.
du₁₀-ù-mu, 36a:12.
é-a-gáb-bi, si[mug], 76:2'.
é-a-ni, gúda ^dlugal-ud-da, 117:11.
e-bar(?)-a[t(?)], [lugal], 88:5'.
EDEN(?)-ši-la-at, f. šu-é-a, 19:14.
é-gissu, 15:8.
é-IŠ-ta, S.3:15.
[é]-ki-bi, S.2:10.
e-lí-ša-sar-ru-um, su₄(?)-NE-a, 43:2.
e-lum-ma, f. a-za-da, 73 seal.

- é-mah-ki-dùg,
1. dub-sar, s. ba-an-zi, 68 seal.
 2. 68:3 (wr. é-mah).
- engar,
1. s. ka-tar, 13:10.
 2. s. ur-LI, 97:20.
- engar-dùg-ga, 45:14.
^den-líl-lá-al-šags,
1. s. lugal-ùsar, 1:3.
 2. 41:5.
- ^den-líl-lá-mu, s. nita, 41:11.
[^den]-líl-lá-an-zu, 21:11.
^den-líl-lá-zi,
1. s. ur-^dEN.ZU, 36a seal, 36b seal.
 2. 36a:5, 36b:3.
- ^den-líl-da,
1. b. lugal-ĤAR, s. lú-bala-šags-ga and géme-^den-líl-lá, 62:5.
 2. s. lugal-engar-dùg, 8:1'.
- ^den-líl-hé-ti, 66:17.
^den-líl-hé-ti-la, 64:12.
[^den-líl]-i-šags, 119:10.
^den-[líl]-ma(?)-dug₄(?), 34:2'.
^den-líl-ur-sag, 101:13.
^den-líl-[x], s. [x]-[. . .], 27:6'.
en-nam-be-[líl(?)], 123:2.
en-nam-ì-lí, s. ku-za-a, 70:7.
en-ni-a-ti, 120:1.
en-ni-^dla-az, 117*:1-2.
en-ni-ma-mi, 127:2.
en-ni-na-d[a], 87:5.
en-um-^dadad, 109:2.
é(?)-nu(?)-me(?), 88:2.
^dEN.ZU-illat,
1. sa[gi], s. ba-al-[dug(?)], 42 seal 2.
 2. 42:5.
- é-ra-[. . .], 104:5.
eš₄-dar-um-mi, 114:2.
é(?)-[x-x], f. lú-^dšára, 125:19.
gal-gal-la, f. lú-^dnanna, 121:11.
GÁNA.ŠUKU-mu-a, 81:3.
ga-ri-DINGIR,
1. f. a-gu-a, 116:14.

2. s. i-la-ḥu(?) -ma(?), 116 seal.
 3. 112:3, 6 (wr. -rī-), 113:10, 113*:14 (wr. -rī-), 116:4, 7.
 g[a-t]i-li, [t]ibira, s. [x-x], 7:10.
 [gé]me-ab-zu, 14:4.
 géme-^den-líl-lá, m. ^den-líl-da and lugal-ḤAR, w. lú-bala-šags-ga, 62:6.
 géme(!)-^dEN.ZU, 50 seal 2.
 géme-é-zi-da, d. za-an-ka, 49:1-2.
 [gé]me-^dgeštin-an-ka, 90:1.
 géme-^diškur, m. ḥa-la-^d[...] and [...], 85:2.
 géme-^dlama, 79:9.
 géme-^dna[na], 117*:6.
 géme-^dna-rú-a, 79:2.
 géme-^dša-u₁₈-ša, 86 i 7.
 géme-^dutu, 80:3.
 gi-ba-ba, šidim, 92:3.
 gi-ra-du, rá-gaba, 102:5.
 gir-na-me-er, 88:6.
 gír-ni,
 1. galš-lá-gal, f. ur-nigin-gar, 88*:9.
 2. sanga, s. lú-^dinanna, 3:12.
 3. X-BU, 57:10.
 4. s. uru-na, 64:14.
 5. 43:4', S.2:9.
 gír-ni-ì-šags,
 1. gu-z[a-lal], 53:7'.
 2. father-in-law(?) of lú-^dnanna, 65:12.
 3. s. [x]-[...], 27:14.
 4. 101:14.
 gub-ba-ni, s. šu-da-zu-ra, 3:10.
 gù-dé-a, muḥaldim é-dub, 11:6.
 gu-du-du,
 1. gúda ^dnin-šubur, 99:8.
 2. sukal lugal, f. lú-^dšára, 121 seal.
 3. f. lú-^dšára, 121:5.
 gu-gu,
 1. father-in-law of al-la, 88*:20.
 2. h. i-šags-a-ni, s. ús-mu, 88*:11.
 gu-gu-za-ni, f. a-ḥ[u-ki-i]n, 75:14.
 gu-na-na, 125:15,
 gur-ti-ì-lí, 113*:17.
 gu-ru-ub-^dEN.ZU, 75:6.
 gú-TAR-lal, išib, 15:7.

- gu-ú-gu, s. ù-ma-ni, 91:7.
 ḥa-ba-luš-ke₄,
 1. énsi adab^{ki}, 69:8', 72:16, 73:20, 74:2'.
 2. 93:2.
 ḥa-da, 4:10.
 ḥa-ḥu-ki-da, 64:19.
 ḥa-la-mu, s. ir-ri-[ib], 46:12.
 ḥa-la-^d[...], s. géme-^diškur, 85:1.
 ḥal-ḥal, f. ur-^dnin-šubur, 15:10.
 ḥa-[ma]-ti-la, 117:4.
 ḥa-na-a, šidim, 88*:16.
 ḥa-an-da, àga-ús énsi, 69:2'.
 ḥa-an-du,
 1. kurušda lugal, 10:14.
 2. f. ur-gar, 52 seal.
 [ḥa-NI-NI], [dam(?) -gâr(?)], s. lugal-g[i(?) -...], 3:14.
 ḥé-DU.DU, d[ub(?) -sar(?)], f. ur-nigin-[gar], 72:12.
 ḥé-ma-zi-zi, f. lú-^dna-rú-a, 79:10.
 ḥé-mi-li, f. lugal-si-bil-e, 95:3 and seal.
^dhendur-sag-ba-ni,
 1. dub-sar, 75:15.
 2. dub-[sar], s. la-lu(?) -um(?), 75 seal.
 ḥu-ḤAR-NE-ša-am,
 1. s. SIA-a, 43 seal.
 2. 43:7 (omits -am).
 ḥu-lu-ti-ma, 114:4, 6'.
 ḥu-[ru(?)], s. lú-mu(?) -tu(?), 117:13.
 ḥur-za-an-núm, 124:3.
 ḥu-wa-wa,
 1. engar, 32:8.
 2. 22:15, 32:10, 55:12'.
 ià-a-mu, f. lú-dùg-ga, 122:6 and seal.
 i-ba-lí-is,
 1. ḥa-[za-núm], 76:7.
 2. f. a-ga-ti-ma, 115:2.
 3. s. i-zu-GÍD, 73:12.
 di-br-^dEN.ZU, lugal,
 1. 108 seal, 109 seal.
 2. See year formulae IS 1 and IS 18.
 ib-ni-é-a, 21:14.
 i-bu-kum, 87:10.
 igi-an-na-[ke₄], 108:15.

igi-ni-da-a, 97:4.

igi-šag₅-šag₅,

1. nu-banda IŠ-ra, 66*:7'.
2. f. ur-^den-líl-lá and [x]-bi(?), 18:7.
3. 128:10.

ì-kal-la, dub-sar, 92:4, 98:3.

i-ku-mi-sar, rá-gaba, S.5:12.

i-la-ḫu(?)^{ri}-ma(?), f. ga-ri-DINGIR, 116 seal.

líl-lá-lá, 21:16.

ì-lí-BÀD(BÀD-šeššig)^{ri}, 72:2.

ì-lí-ki-ib-rí, s. lu-lu, 113:14.

im-me-er, muḫaldim, 70:9.

im-me-rí, f. ur-du₆-kug-ga, 15:9.

im-ti-dam,

1. ašgab, 19:11.
2. engar, 41:12.
3. f. a-li-šu-ni, 115:14.
4. 25:13, 100:4.

inim-ma-ni-zi,

1. nagar, 99:19.
2. s. in-na-a, 88*:21.

inim-šag₅-a, f. [lu]gal-zag, 2:12.

inim-šag₅-šag₅, s. X, 12:17.

inim-^dšára,

1. tibira, 99:18.
2. um-mi-a, 88*:25.
3. f. nigir-an-ni, 91:14.
4. s. ša-lam-KU-da, 95:14.
5. s. ur-^gišgigir, 99 seal.
6. 94**:²¹, 99:4.

inim-zi-da, f. lú-^dnin-šubur, 3:17.

in-mu-na-si, d. lú-^dnin-šubur, 81:1.

in-na-a, f. inim-ma-ni-zi, 88*:21.

in-na-na, f. lú-^ddumu-zi-da, 81:11.

in-ta, s. lugal-engar-dùg, 12:20.

ip-ku-ša,

1. b. šu-^dnin-mug and a-la-NE, 45:5.
2. f. ba-ḫa-ru-um, 76:4.
3. s. za-aḫ-ti-a, 115:7.
4. 17:4, 56:5.

ip-pa-pa, S.5:4.

i-ri-ib, f. a-mur-DINGIR^{lum}, 12:19. Cf. ir-ri-ib.

ir-ra-an-dùl, simug, 87:13.

ir-ra-ba-ni, f. a-gu-a-ti, 115:12.

ir-ra-ḫa-bi-it, 114:7.

ir-ra-ki-ib-rí, 101:5.

ir-ra-ur-sag,

1. sipad ^dnin-urta, f. ur-gá, 11 seal.
2. 87:11.

ir-r[a- . . .], f. lú-^dEN.ZU, 74 seal.

ir-ri-[ib], f. ḫa-la-mu, 46:12. Cf. i-ri-ib.

lír(?)^{ri}-[. . .]-[x], 57:2'.

i-sar-ba-dan,

1. SIMUG, 113:17.
2. 128:4.

i-sar-^dšul-gi, 119:12.

ì-šag₅-a-ni, w. ur-nìgin-gar, 88*:12.

ì-šag₅-ga, f. árad-^dnin-gal, 102 seal 2.

i-ti-é-a,

1. àga-ús lú-dingir-ra, 66***:6'.
2. [x], s. šu-ì-lí, 70:11.

i-ti-lum,

1. dub-sar, 69:4'.
2. ugula-gešta, 113*:10.
3. s. lu-lu, S.1 seal 2.
4. S.1:3, 12.

i-ti-^dšamaš, dub-sar, 106:8'.

ì-tur-^{ri}-[lum(?)], 5:2.

i-zu-GÍD, f. i-ba-lí-is, 73:12.

ka₅^a, 57:9.

ka-ka,

1. f. lú-dingir-ra, 57:4'.
2. f. ur-^dnusku, 1:5, 57:5.

KA-ku[g], s. šeš-kal-l[a], 16:7.

KA-ma-DINGIR, s. šu-ga-tum, 73:14.

ka-tar,

1. dam-gàr-10, s. ur-èš-líl-lá, 7:8.
2. f. engar, 13:10.

ki-ni-a, f. šu-ma-ma, 69:10.

ki-in-zu-lum, s. mu-ša-wi-ir, 112:11.

ku-ba-bu-um, dam-gàr, s. a-da-làl, 31 seal.

ki-ra-ad-du, 105:5.

kud-da-mu, zadim, 47:10.

ku[d- . . .], f. ba-zi-gi, 60:17'.

kug-ga-DINGIR- \bar{x} l, 24:10.

kug- \bar{d} nan[na], 60:8'.

kug- \bar{s} ags-ga,

1. kug- \bar{d} fm, 92:9.

2. 10:12.

ku-ku(!)-a, s. ur- \bar{d} da-mu, 66***:7'.

ku-ra-ti- \bar{i} -l \bar{i} , 55:3'.

kur-bi-la-ak,

1. b. \bar{a} m-na-ni-tum, 112:13.

2. f. DINGIR- \bar{E} , S.1 seal 1.

kur-da- \bar{s} u,

1. b.? l \bar{u} - \bar{d} nanna and \bar{s} u- \bar{e} -a, 37:5.

2. s. a-ti-[DINGIR(?)], 37 seal.

kur- \bar{s} a-n \bar{u} m, f. a- \bar{h} u-D \bar{U} G, 76:3 and seal (wr. -nu-um).

ku-ru- \bar{s} ags- \bar{s} ags, 80:12.

ku-za, f. lugal-ibila, 47:13.

ku-za-a, f. en-nam- \bar{i} -l \bar{i} , 70:7.

la-a-la-at, f. l \bar{u} -dingir-ra, 63:17.

la-gi-ip,

1. s. l \bar{u} -isin \bar{x} ^{si}ki, 24:14.

2. 120:3.

la-la-a,

1. arad [r \bar{d} (?) \bar{e} (?)-[a(?)], s. lugal-[x]-ma-dug \bar{a} (?)-AN-[...], 105 seal.

2. dub-sar, 67:25.

3. kug-g \bar{a} l, 56:10.

4. f. a- \bar{h} u-D \bar{U} G, 105:3.

la-l \bar{i} -a, f. lugal-ezen, 3:9.

la-lu(?)-um(?), f. \bar{d} hendur-sag-ba-ni, 75 seal.

la-ma- \bar{h} a-ar, 116:13.

\bar{d} lama-palil, 65:9.

la- \bar{s} i- \bar{s} a[g \bar{s}], m \bar{a} -la[h \bar{a}], 4:11.

li-bu- \bar{u} r, 41:16, 71:2 (wr. -bur).

l \bar{u} - \bar{d} alamu \bar{s} , 108:13.

l \bar{u} -bala- \bar{s} ags-ga,

1. f. \bar{d} en-l \bar{i} l-da and lugal- \bar{H} AR, h. g \bar{e} me- \bar{d} en-l \bar{i} l-l \bar{a} , s. \bar{s} e \bar{s} -kal-la, 62:4.

2. 49:14, 121:15.

l \bar{u} - \bar{d} ba- \bar{u} ,

1. f. na-ba- \bar{s} ags, 6:6.

2. 106:6'.

l \bar{u} -b \bar{u} lug-g \bar{a} , dam-g \bar{a} r, 89:7.

l \bar{u} - \bar{d} ab \bar{c} -ba-an, 93:10.

l \bar{u} -da-da, \bar{h} a-za-n \bar{u} m dam-g \bar{a} r(-ne), 125:14.

l \bar{u} - \bar{d} da-mu, f. \bar{s} u- \bar{d} dumu-zi, 115:9.

l \bar{u} -dingir-ra,

1. dam-g \bar{a} r, s. la-a-la-at, 63:17.

2. \bar{d} i-kud lugal, 66***:5'.

3. f. da-da, 55 seal.

4. f. [l \bar{u}]- \bar{d} en-l \bar{i} l-[(l \bar{a})], 118 seal.

5. f. un-da-ga, 66:15.

6. s. ka-ka, 57:4'.

7. 17:10, 45:17, 66***:6', 125:16.

l \bar{u} -du-du, f. ur- \bar{d} da-mu], 4:9.

l \bar{u} - \bar{d} ug-ga,

1. f. [n \bar{f}]g(?) \bar{d} ug \bar{a} -ga-ni, 54:4 and seal.

2. s. i \bar{a} -a-mu, 122:6 and seal.

l \bar{u} - \bar{d} dumu-zi-da, s. in-na-na, 81:11.

l \bar{u} - \bar{e} -a, 43:2'.

l \bar{u} - \bar{e} -a-[n]a, 41:14.

l \bar{u} - \bar{d} en-l \bar{i} l(-l \bar{a}),

1. \bar{d} i-kud, 109:13.

2. [dub]-sar I \bar{S} , s. l \bar{u} -dingir-[ra], 118 seal.

3. ga-e \bar{s} g a-ab-ba, 109 seal.

4. b. a- \bar{h} a-ni- \bar{s} u, s. a-l \bar{i} -ba-a \bar{s} -ti, 46:2.

5. f. ur-lugal, 64:13 (omits -l \bar{a}).

6. 47:11, 95:11, 96:9, 118:5.

l \bar{u} - \bar{d} EN.ZU,

1. sukal, s. ir-r[a-...], 74 seal.

2. s. um-mi-a, 69:5, 71:6.

3. s. ur-na, 63:5.

4. s. [x]-[...], 27:5'.

5. s. [...], 46:10.

6. 10:4, 34:2, 36a:12, 70:5, 80:11.

[lugal]-ad-da, nu-banda en-nu, 66***:4'.

lugal-a[l], i \bar{s} ib \bar{d} ir-da, s. ur- \bar{d} ir-[da], 7:4.

lugal-a-ma-ru, 34:6'.

lugal-an-ni,

1. a-zu, 33 seal.

2. s. ba-[...], 25 seal.

3. s. nu- \bar{u} -a, 12:14.

4. s. ur- \bar{d} šul-pa- \bar{e} , 73:10.

5. 25:4, 8, 33:7.

lugal- \bar{a} -zi-da,

1. s. ba-ni-ni, 50:9.

2. s. dingir-kal-la, 97:12.

3. 13:7, 22:17, 38:10, 66*:9', 82:7, 125:3.
 lugal-dúr-dùg-ga, 44:9.
 lugal-engar,
 1. àga-ús sanga, 28:13.
 2. 26:12, 120:9, 126:14.
 lugal-engar-dùg,
 1. énsi nibru^{ki}, f. ur-^dnanibgal, 66* seal, 66** seal, 66*** seal.
 2. ugula é ^dinanna, 7:6, 8:2', 9:4.
 3. f. [d^e]n-líl-da, 8:1'.
 4. f. in-ta, 12:20.
 5. s. ugula é ^dinanna, 6:7.
 6. 27:18.
 lugal-ezen,
 1. engar, 79:4.
 2. simug, 73:15.
 3. s. la-lí-a, 3:9.
 4. 38:8, 42:3, 8, 57:10, 61:1, 66:4, 120:4, 125:17.
 lugal-gaba, f. á-zi-da, 12:5.
 lugal-g[i(?)]-...], f. [ḫa-NI-NI], 3:15.
 lugal-ḪAR, b. ^den-líl-da, s. lú-bala-šag₅-ga and géme-^den-líl-lá, 62:5.
 lugal-gub-ba-ni, 55:2'.
 lugal-ḫé-gál,
 1. nu-banda, 124:4.
 2. 3:5.
 lugal-ibila,
 1. s. ku-za, 47:13.
 2. 36a:14.
 lugal-ití-da,
 1. àga-ús [(x)], 22:18.
 2. sukal ^dnisaba, 2:14.
 3. f. ur-sukal, 12:15, 57:3'.
 4. f. ur-lugal, 23 seal.
 5. s. ur-dun, 17 seal 2.
 6. 1:11, 38:14.
 lugal-^dištaran], 24:11.
 lugal-KA-gi-na,
 1. f. [x(-x)-š]ag₅-[ga], 59:3'.
 2. s. na-ba, 58:4.
 lugal-kar-ri,
 1. b. [x-x(-x)], s. [ur-^dd]a-mu, 32:3.
 2. [dub-sar], s. be-lí-DÛG, 39 seal.
 3. 39:4, 55:9'.

- lugal-kug-zu,
 1. sukal kurušda, 50:11.
 2. b. ad-da-kal-la and [l]ú-šag₅-ga, 22:4.
 3. s. dingir-ma-sum, 22 seal 2.
 4. 28:7, 121:13.
 lugal-ku-li,
 1. f. un-d[a-ga], 37:15.
 2. 13:9.
 lugal-[m]á-gurg-[ri], 16:4.
 lugal-me-dùg-ga, 37:17, 47:12.
 lugal-me-lám,
 1. [énsi] nibru^{ki}, 20 seal.
 2. sipad, 78:10.
 3. f. ur-ab-[b]a, 117:7.
 lugal-nam-tar-ri, 49:9.
 lugal-nesag-e, 49:15, 94:11, 95:9.
 lugal-níg-lagar-e,
 1. f. lú-ib-gal, 91:8.
 2. S.3:16.
 lugal-níg-nidba, dam-gàr, 63:18.
 lugal-pa-è, f. dingir-ra-àm, 90:11.
 lugal-si-bil-e,
 1. nar, 89:6.
 2. s. ḫé-mi-li, 95 seal.
 lugal-sig₅, dub-sar, 88*:18.
 lugal-suluḫu, 80:4.
 lugal-šúba, s. ú-š[è-ḫé]-DU, 29:3.
 lugal-šu-maḫ, s. lú-mu, 16:11.
 lugal-šu-nir-ri,
 1. s. [x]-[...], 65 seal.
 2. 65:8, 95:10.
 lugal-TAR, f. árad, 88*:22.
 lugal-ukkin-ni, 95:16.
 lugal-úr-ra-ni, 17:1, 22:14, 122:4.
 lugal-URUxKÁR^{ki}, 103:4.
 lugal-ùsar,
 1. dam-gàr, 5:6.
 2. f. ^den-líl-lá-al-šag₅, 1:4.
 3. S.5:1.
 [lu]gal-zag, s. inim-šag₅-a, 2:12.
 lugal-[x]-ma-dug₄(?)-AN-[...], árad [d]é(?)-[a(?)], f. [la-la-a(?)], 105 seal.
 lugal-[...], 1:12.

lú-gi-na, 94***:7.

lú-gir-gi₄-lu^{mušen},

1. simug, 42:11.

2. b. a-ad-da-mu, s. ur-^dEN.ZU, 27:5.

lú-giri₁₇-zal, ŠIM, S.1:19.

lú-^dgiš-bar-è, [x]-BI(?)-[x(-x)], 117:12.

lú-gu-la, dam-gàr, f. níg-sig₅, 89:4.

lú-gu-la-mu, 102:18.

lú-^hé-gál, 98:11.

lú-ib-gal, s. lugal-níg-lagar-e, 91:8.

[lú(?)]-igi-[šag₅(?)-šag₅(?)], s. [...], 27:4'.

lú-^dinanna,

1. dam-gàr, s. ba-lul-ú, 51:8.

2. f. gir-ni, 3:13.

3. s. [x]-[...], 27:13.

4. 22:7, 24:5, 28:4, 38:9, 46:6, 52:13, 120:12.

lú-ⁱsin_x(IN)^{si}ki, f. la-gi-ip, 24:14.

lú-^diškur,

1. b. árad-mu and ^dnanna-kug-zu, s. ur-^dnin-giš-zi-da, 65:3.

2. s. šeš-kal-la, S.2:2.

lú-kal-la,

1. kug-dím, S.1:20.

2. f. ur-^dEN.ZU, 32:13.

3. 25:14, 110:10.

[lú]-K[A(?)-x(-x)], 4:4.

lu-lu,

1. f. i-lí-ki-ib-rí, 113:14.

2. f. i-ti-lum, S.1 seal 2.

lú-lú, s. šag₄-BALAG, 64:11.

lú-má-gurg-rí, 77:3.

lú-me-lám, f. ur-da-da, 90:7.

lú-me-te-na, simug, 124:6.

lú-mu, f. lugal-šu-ma^h, 16:12.

lú-mu(?))-tu(?), f. ^hu-[ru(?)], 117:13.

lú-^dnanna,

1. b.? kur-da-šu and šu-é-a, s. [a-ti-DINGIR(?)], 37:6.

2. s. gal-gal-la, 121:11.

3. s. ur-za, 58:8.

4. son-in-law? of gir-ni-ì-šag₅, 65:11.

5. 55:11', 94***:3, 101:16.

lú-^dna-rú-a, s. ^hé-ma-zi-zi, 79:10.

lú-^dnanše, 81:9.

lú-nigir, azlag_x(LÚ.TÚG), 78:12.

lú-níg-lagar-e, 96:4.

lú-nin-gal, 44:5.

lú-^dnin-gír-su,

1. dam-gàr, 82:6.

2. 80:10, 111:4.

lú-^dnin-šubur,

1. kug-dím, s. na-ba-šag₅, 106 seal.

2. f. ab-ba-gi-na, 99:16.

3. f. in-mu-na-si, 81:1, 4.

4. s. inim-zi-da, 3:16.

5. s. ud-mu, 16:13.

6. 89:5, 104:14, 106:1'.

lú-^dnin-ur₄-ra, s. DINGIR-KA-na, 91:10.

lú-^dnin-urta, 14:3.

lú-sig₅, f. a-a-kal-la, 98:8.

lú-sukal-an-k[a], dub-[sar], s. [x]-[...], 110:8.

lú-šag₅-ga,

1. b. ad-da-kal-la and [lu]gal-kug-zu, 22:3.

2. s. dingir-ma-sum, 22 seal 1.

3. 104:9.

lú-ša-lim,

1. sanga, s. da-da, 62:3.

2. b. DINGIR-ba-ni, s. ur-^dnin-sún, 116:16.

lú-^dšára,

1. dam-gàr, 90:4.

2. dub-sar, 121:14.

3. dub-sar, s. gu-du-du, 121 seal.

4. s. é(?)-[x-x], 125:19.

5. s. gu-du-du, 121:5.

6. 93:5, 94:5.

lú-^fšu^l-nir, 96:8.

lú-uru-dùg-ga, 44:12.

lú-URUxKÁR^{ki},

1. ka-guru₇, 27:3.

2. 111:3.

lú-^d[...], f. [u]r(?))-me-me, 27:15.

lú-^f[^d][...], 84:2'.

[lú-x]-[...], 43:1'.

lú(?)-[x-x], 46:16.

lú(?)-[x-x], 46:15.

lú-[...],

1. f. sipad-KA-[gi-na], 103 seal.
 2. 6:10, 84:4'.
- ma-ga-ru-um, s. ur-LI, 70:8.
- má-gurg-ri,
1. nu-giš₆kirig₆, S.3:14.
 2. f. šu-ma-ma, 73:9.
 3. f. ur-^dEN.ZU, ur-KÍD-ma, and uru-na, 12:6.
 4. s. a-bu, 41 seal 2.
 5. 41:9, 104:12.
- ma-an<gu>-ul, 41:13.
- ma-ma, m. da-da, 91:3.
- ma-ma-sar-ra-at, m. nu-úr-^dadad, w. šu-^dadad, 119:8.
- ma-an-ša-ni-šu, 119:11.
- maš-da₅, sagi, 66*:8'.
- maš-da₅-gu-la, 47:1.
- maš-gu-lá,
1. f. [x-x-x]-mu, 63:3.
 2. 45:15 (wr. -la).
- ma-šum, DAM.GÀR, 126:10.
- me-túg, w. na-bu-um, 29:5.
- mi-a-ti, 87:4.
- MI-[li(?)]-i-[li(?)], 87:1.
- MIL^a-šu, f. a-ḫu-DÜG, 115:10.
- mu-mu, 55:7'.
- mu-ni, f. a-ga, 64:10.
- mu-ni-maḫ, f. énsi, 67:20.
- mu-ša-wi-ir, f. ki-in-zu-lum, 112:11.
- mu-ta-[x], 126:3.
- na-ba, dam-gàr, f. lugal-KA-gi-na, 58:5.
- na-ba-šag₅,
1. dub-sar, 122:10.
 2. dub-sar, b. ur-AN.AN.TUR.SAG, s. lú-^dba-ú, 6:5.
 3. f. lú-^dnin-šubur, 106 seal.
 4. 94:9, 110:5.
- na-bu-um, h. me-túg, s. da-ga, 29:4.
- na-ḫa-ru-um,
1. f. a-gu, 116:19.
 2. 113:11, 113*:15, 115:8, 116:9.
- na-aḫ-šu-BALA, S.1:5, 7, 14.
- nam-ḫa-ni,
1. lú-GIŠ.ŠAG₄.TAR, 69:8.
 2. s. a-a-kal-la, 13:11.

3. 56:4.
- [na]m(?)-maḫ, f.? [...]-UD(?).DU, 2:11.
- nam-maḫ-^dba-ú, 77:4, S.5:13.
- na-àm-rí-lum, a-zu, 94*:5.
- nam-TUR, 12:2.
- na-na-ga-da, azlag_x(LÚ.TÚG), 65:16.
- na-na-mu, má-dab₅, S.5:14.
- na-an-na-a, 112:1.
- ^dnanna-ma-ba, dub-sar, 68:15.
- ^dnanna-ki-á[g], 60:7'.
- ^dnanna-kug-zu,
1. b. árad-mu and lú-^diškur, s. ur-^dnin-giš-zi-da, 65:4.
 2. 36a:5, 104:10.
- nanna-lul-la, sabra, S.1:16.
- nanna-lul-li,
1. f. [á]-na-na, 64:16.
 2. 64:3.
- ^dnanna-šag₅-ga, 102:2.
- na-ap-lí-is, s. ú-túl-ma-ma, 115:15.
- na-sá, engar, 35:9.
- na-si-bil-tum, f. a-ku-ni, 112:12.
- NE-NE-a, 94*:7.
- NE-NE-da-núm, 19:2.
- NE-NI-a, 128:8.
- N[E(?)]-[x]-tum, 69:1'.
- ni-ba-gi, f. ba-zi-gi, 16:16.
- [ní]g(?)-dug₄-ga-ni, s. lú-dùg-ga, 54:4 and seal.
- nigin-gar-ki-dùg, 89:3, 94:10.
- nigir-an-ni, dub-sar, s. inim-^dšára, 91:13.
- níg-i-zu, 96:7.
- níg-sig₅, s. lú-gu-la, 89:4.
- nin-ab-gu-ul, 61:2, 3.
- nin-agrig-zi, 108:1, 7.
- nin-a-[x(-x)], 14:1.
- nin-da-da, d. DINGIR-bu-za and [ur]-du₆-kug-ga, sister of nin-úr-ra-ni and ur-^dšu-maḫ, 20:3.
- nin-dub-sar,
1. w. ur-^dEN.ZU, S.3:6.
 2. 80:13, S.3:9.
- nin-DU.DU, 94:4.
- nin-dùg-ga, 41:2.
- nin-e-á-na,

1. [géme-àr-àr^dnin-gal], d. um-ma, 102 seal 1.
 2. 102:6.
- nin-é-gal-e, 25:2.
 nin-ezen, 80:14.
^dnin-gír-su-ka-ì-šags, 110:2.
 nin-gud-KU, w. si-dù, 51:11.
 nin-ḥa-ma-ti, 13:2.
 nin-KA-gi-na, d. gišdúr-gar-ni, 91:16.
 nin-kar-ri, w. a-ba-^den-líl-l[á-gin7], 51:3 and seal.
 nin-kug-zu, s. ur-gar, 82:3, 12.
^dnin-MAR.KI-ka, 33:13.
 nin-šeš, 51:1.
 nin-ukkin-ni, d. ur-nigin-gar, 91:18.
 nin-úr-ra-ni, d. DINGIR-bu-za and [ur]-du₆-kug-ga, sister of nin-da-da and ur-^dšu-maḥ,
 20:4.
- nita,
1. s. a-bu, 41 seal 1.
 2. f. ^den-líl-lá-mu, 41:11.
 3. 41:6.
- ni-za-ti-a, d. wa-ru-ru, 42:1.
 NI-[x]-[(x)], f. ur-lum-ma, 85:7.
 nu-ùḥ-DINGIR, 126:4.
 nu-ḥi-DINGIR, 116:2, 127:5.
 nu-úr-^dadad,
1. lú-giški[ri₆], 115:11.
 2. s. ma-ma-sar-ra-at and šu-^dadad, 119:7.
- nu-úr-ì-lí,
1. s. DINGIR-su-ra-bí, 112:2, 7.
 2. s. SIA-um, 115:13.
 3. 28:10, 116:11.
- nu-úr-ZU, GIŠ.MU, 28:12.
 nu-úr-[...], 123:2'.
 nu-[úr-...], 123:1'.
 nu-ú-a, f. lugal-an-ni, 12:14.
 pa-at-na-šum, 87:8.
 puzur₄-^daš₇-gí₄,
1. nu-banda, s. ur-é-a, 68:8.
 2. f. a-da-làl, 73:8.
- puzur₄-^dEN-[x], 76:9.
 puzur₄-eš₄-dar, f. ur-^dšul-pa-è, 18:4.
 puzur₄-ḥa-ià, 113:1.
 puzur₄-^dIGLX.SU, [x(-x)]-a, 109:4.

- puzur₄-ì-lí,
1. NI-[x], s. be-lí-ḥa-bi-iš, 75:10.
 2. lú-A.TÚL, 67:26.
- puzur₄-ìr-ra, f. bu-la-lí, 72 seal.
 puzur₄-^dšára, 99:14, 121:10, 122:12.
 puzur₄-šu-ni, s. SIA-um, 113:12.
 puzur₄-[...], f. [x]-[...], 72:10.
 ri-ib-šu, 87:14.
 RI-RI, 64:6.
 sag-[k]ud, 93:7.
 sar-da-ga-an, 119:14.
 sar-ru-a, 10:1.
 sar-ru-um-ba-ni, 43:7 (omits -um-), 106:7'.
 SIA, s. šu-zu, 67:27.
 SIA-a,
1. na-gada, 115:3.
 2. s. DINGIR-ba-ni, 113:3, 113*:4.
 3. 66:5, 113:8, 113*:7, 114:5, 115:6, 116:5.
- SIA-um,
1. f. nu-úr-ì-lí, 115:13.
 2. f. puzur₄-šu-ni, 113:12.
- si-ba-am(?), 87:15.
 si-dù, h. nin-gud-KU, 51:11.
 sipad-KA-gi-na,
1. išib[^dnin-gidri, 60:15'.
 2. [x x] [...], s. lú-[...], 103 seal.
 3. 103:2, 5.
- SIPAD-si-in, [NAGAR(?)], 113:15.
 ša-bu-lum, f. bu-ú-za-nu-um, 73:7.
 ša-da, s. ukkin-ni, 91:15.
 šag₅-a-ga, 79:11.
 šag₄-BALAG, f. lú-lú, 64:11.
 šag₅-KA-an-zu, 30:1.
 šag₄-kug-g[i], 104:4.
 ša-lam-KU-da, f. inim-^dšára(!), 95:14.
^dšára-a-mu-DU-e,
1. tibira, 99:17.
 2. 99:5.
- ^dšára-ì-šags, 91:1.
^dšára-mu-DU, 122:13.
 ša-at-^dEN.ZU,
1. w. [ur(?)]-[...], 117* seal.

2. 117*:5.
 ša-at-ì-lí,
 1. w. [...], 71:4.
 2. 71:8, 103:1.
 ša-at-ir-ra, m. a-ḥu-ni, 127:7, 10.
 še-da, gala elam, 119:13.
 šeš-a-ni, simug, 92:8.
 šeš-da-da, 36a:5, 43:3'.
 šeš-dingir-mu, 48:2.
 šeš-kal-la,
 1. dub-sar, s. ensi, 63:12.
 2. nu^{ki} giš^{ki}kirig, s. am-ma-ma, 3:4.
 3. šidim, 92:11.
 4. f. a-tu, 121:12.
 5. f. KA-ku[g], 16:8.
 6. f. lú-bala-šags-ga, 62:4.
 7. f. lú-diškur, S.2:1.
 8. f. ur-sukal, 63:16.
 9. f. ur-dšul-pa-è, 73:13.
 10. s. a-wi-lí, 28:8.
 11. s. ^{zi}zi, 13:3.
 12. 13:6, 15:11, 34:4', 36a:15, 83:6', 90:2, 101:15, 118:4.
 ši-ku-ra-da-t[i(?)], 119:2.
 šu-a-ba, a-zu, 19:10.
 šu-dadad, àga-ús lugal, f. nu-úr-dadad, h. ma-ma-sar-ra-at, 119:4 and seal.
 šu-AD.MU,
 1. f. ab-ba-mu, 12:13.
 2. f. ar-ši-aḥ, 10 seal.
 šu-da-zu-ra, f. gub-ba-ni, 3:11.
 šu-dumu-zi, s. lú-d^{da}-mu, 115:9.
 šu-é-a,
 1. b.? kur-da-šu and lú-d^{nanna}, s. [a-ti-DINGIR(?)], 37:7.
 2. s. EDEN(?)-ši-la-at, 19:13.
 šu-d^{EN}.ZU, ugula-gešta, 75:5.
 dš^u-d^{EN}.ZU, lugal,
 1. 20 seal, 66 seal.
 2. See year formulae ŠS 1, 4, 7, 8, and 9.
 dš^u-d^{EN}.ZU-ì-lí-ki-im-ni, 53:2'.
 šu-eš⁴-dar, 25:11, 38:11, 113*:13.
 šu-gá-a, f. [...], 108:11.
 šu-ga-tum,
 1. f. KA-ma-DINGIR, 73:14.

2. 76:8.
 [š^u(?)]-gi⁴-tum, 94:8.
 šu-gu-bu-um, 101:2. Cf. šu-ku-bu-um.
 šu-ì-lí,
 1. f. DINGIR-mi-ti, 97:18.
 2. f. i-ti-é-a. 70:11.
 3. 73:4, 120:11.
 šu-d^{ir}-ra, simug, 57:7'.
 šu-ku-bu-um,
 1. dub-s[ar], 76:3'.
 2. ugula-gešta lú ša-me^{ki}, 10:6.
 3. b. á-ni-id, 10:7.
 4. Cf. šu-gu-bu-um.
 dš^{ul}-gi, (lugal),
 1. PN išib dš^{ul}-gi, 92:7.
 2. 1 seal, 66* seal, 66** seal, 66*** seal, 74 seal.
 dš^{ul}-gi-da,
 1. s. ba-ta-núm mar-tu, 78:5, 18.
 2. àga(?)-[ús(?)], s. ba-ir-ra-núm, 78 seal.
 [dš^{ul}-g]i-zi-mu, a-zu, 94*:12.
 šu-l[i-u]m, 127:18.
 šu-ma-àm, 94:12.
 šu-ma-ma,
 1. dam-gàr, 59:4'.
 2. s. ki-ni-a, 69:10.
 3. s. má-gurg-ri, 73:9.
 šu-ma-mi, s. [x]-[...], 46:9.
 šu-ni-[maḥ(?)], 68:2.
 šu-dⁿⁱⁿ-mug, b. a-la-NE and ip-ku-ša, 45:6.
 šu-dⁿⁱⁿ-sún, 45:18.
 šu-dⁿⁱⁿ-šubur,
 1. [DUB].SAR, 127:19.
 2. s. ba-ba-a, 46 seal 2.
 3. 46:8, 117*:2', 126:8, 127:16.
 šu-zu, f. SIA, 67:27.
 ta-ri-ša-àm, 69:2.
 [túl]-ta, 21:12.
 túl-ta-pàd<da>, 34:7'.
 TUR, S.4:7.
 u-bar-um,
 1. ḥa-za-núm GIŠ.MAŠ.E.N[E^{ki}], 128:3.
 2. 123:6.

ù-bi-mu-ú-tum, 91:6.

ud-mu, f. lú-^dnin-šubur, 16:4.

ukkin-ni, f. ša-da, 91:15.

u-ku, 119:6.

ù-ma-ni,

1. f. gu-ú-gu, 91:7.

2. 87:9.

um-ma, m.? nin-e-á-na, 102 seal 1.

um-mi-a, f. lú-^dEN.ZU, 69:5, 71:6.

un-da-ga,

1. nu-^gšⁱkiri₆, 63:13.

2. ugula é ^den-líl, 32:15.

3. s. lú-dingir-ra, 66:15.

4. s. lugal-k[u(?)li(?)], 37:14.

5. 23:13 (possibly not a PN), 45:7.

UN-gi₄-a, 25:5.

ù-ni-a, s. ba-a-a, 24:12.

UN-íl, 25:10, 91:21.

UN-šag₅-šag₅ [x] MU, 60:16'.

ur-^da-ba-ba,

1. b. [ur]-^dEN.ZU, s. ur-^dšákkan(?), 60:5'.

2. 47:9.

ur-ab-[b]a, s. lugal-me-lá[m], 117:7.

ur-ab-ba-sig₅, 94**22.

ur-abulla_x(KÁ.GAL), 17:3, S.4:2, 10.

ur-ab-zu,

1. ḥa-za-núm, 114:6.

2. s. ur-LI, 114 seal.

ur-^da-ḥi,

1. azlag_x(LÚ.TÚG) a-pi₄-sal₄^{ki}, 98:10.

2. nu-banda, 68:7.

3. nu-banda adab^{ki}, s. da-da-a, 68 seal.

4. f. [ur(?)^{db}]il(?)^{ga}(?)^{mes}, 68:10.

5. s. ur-^dištaran, kug-dím, 121:8.

6. 122:9.

ur-àm-ma, dam-gàr, 90:12.

ur-AN.AN.TUR.SAG, b. na-ba-šag₅, s. lú-^dba-ú, 6:9.

ur-^daš^aš⁷-gi₄,

1. énsi adab^{ki}, 67 seal.

2. 67:18.

ur-^dba-ú,

1. dam-gàr, 65:15.

2. 80:5.

ur-^dbil, f. dùg-ga, 64:9.

[ur(?)^{db}]il(?)^{ga}(?)^{mes}, s. ur-^da-ḥi, 68:10.

ur-^da-da,

1. s. lú-me-lám, 90:6.

2. 93:9, 94**20.

ur-^dda-da, nigir, s. ÁRAD-zu-ni, 112:8.

ur-^ddam-nun-na, 108:14.

ur-^dda-mu,

1. f. ku-ku(!)-a, 66***7'.

2. f. lugal-kar-[ri] and [x-x(-x)], 32:4.

3. s. lú-du-du, 4:8.

4. 1:2', 52:12, 58:11.

ur-dingir-ra,

1. s. dug₄-ga-[zi-da], 107 seal.

2. 107:2, 3, 9, 12.

ur-du₆,

1. ad-KID, 3:7.

2. kurušda, f. al-la, 88*:19.

ur-du₆-kug, 97:19, S.2:4.

ur-du₆-kug-ga,

1. f. nin-da-da, nin-úr-ra-ni, and ur-^dšu-maḥ, h. DINGIR-bu-za, 20:1.

2. s. im-me-rí, 15:9, 55:10'.

ur-^ddumu-zi(-da),

1. di-kud, 1:7.

2. di-kud lugal, 1 seal.

3. dub-[sar], s. ur-[x]-[...], 47 seal.

4. f. al-ba-ni-dug₄, 44 seal (omits -da).

5. 47:5, 93:4.

ur-dun,

1. sipad anše, 64:17.

2. f. lugal-iti-da, 17 seal 2.

3. f. ur-^dEN.ZU, 17 seal 1.

4. f. za-an-ka, 49 seal.

5. 77:12, 95:13, 96:11.

ur-é-a, f. puzur₄-^daš^aš⁷-gi₄, 68:8.

ur-é-maḥ,

1. sag-duš, s. ur-nigin, 95:15.

2. S.3:17.

ur-É.MIR.ZA, šidim, 88*:17.

ur-^den-ki, (of?) un-da-ga, 26:13.

ur-^den-líl-lá,

1. azlag_x(LÚ.TÚG), 3:8.
2. dam-gàr, 63:19.
3. nu-banda, 32:16.
4. b. [x]-bi(?), s. igi-šag₅-šag₅, 18:6.
5. f. ur-^dkal-kal, 50:5.
6. f. ur-šag₅-ga, 57:6'.
7. s. zu-la-a, 73:11.
8. 17:11, 37:4, 47:4, 52:11, 58:10, S.5:8.

ur-^dEN.ZU,

1. ì-dug ^den-líl-lá, 52:14.
2. ì-rá-rá, s. da-a-ga, 97:7.
3. nu-banda, s. lú-kal-la, 32:13.
4. b. ur-^{da}-ba-[ba], s. ur-^dšákkān(?), 60:5'.
5. b. ur-KÍD-ma and uru-na, s. má-gurg-ri, 12:8.
6. f. a-ad-da-mu and lú-gir-gi₄-lu^{mušen}, 27:6.
7. f. ^den-líl-lá-zi, 36a seal, 36b seal.
8. h. nin-dub-sar, S.3:5.
9. s. ur-dun, 17 seal 1.
10. 15:4, 17:5, 21:6, 13, 36a:6, 16, 38:13, 42:13, 66:7, 77:5, 94**.:5, 9.

ur-èš-líl-lá, f. ka-tar, 7:8.

ur-gá,

1. s. ìr-ra-ur-sag, 11 seal.
2. 11:3.

[ur-g]á-gi₄-[á], 27:21.

ur-gar,

1. f. nin-kug-zu, 82:3, 13.
2. f. [ur-mes], 98 seal.
3. s. ḥa-an-du, 52 seal.
4. 52:5.

ur-gi₄-gi₄, 19:5.ur-^{giš}gigir,

1. išib ^dšul-gi, 92:7.
2. f. inim-^dšára, 99 seal.
3. f. ur-^dnu-^{umuš}muš-da, 97:16.

ur-gu,

1. nu-banda [x], 117:5.
2. s. [ur(?)-sukal], 70 seal.
3. 70:3, S.2:8.

ur-gú-eden-na, engar, 91:9.

ur-^dg[u]-[lál], [d]am-gàr, 49:8.ur-^dig-alim,

1. gúda(?), 110:4.

2. s. ur-šag₅-ga, 84:3.

3. 80:9.

ur-^dir-[da], f. lugal-a[l], 7:5.ur-^diškur,

1. engar, 35:10, 41:15.
2. 66:16.

ur-^dištaran, kug-dím, f. ur-^{da}-ḥi, 121:7.ur-^dkal-kal, s. ur-^den-líl-lá, 50:5.

ur-kal-la, 107:16.

ur-KÍD-ma, b. ur-^dEN.ZU and uru-na, s. má-gurg-ri, 12:8.

ur-ki-èš,

1. dub-sar, 12:16.
2. f. ad-da-kal-la, 12:18.

ur-ki-gu-la,

1. nigir, 78:11.
2. 79:3.

ur-ki-maḥ, 82:4.

[u]r(?)^{-d}kug-šim, [dub(?)]-sar, s. [...], 27:16.

ur-kun, 22:12, 26:3.

ur-^dlama, 102:16, 107:4, 8.

ur-LI,

1. gala, f. engar, 97:20.
2. f. ma-ga-ru-um, 70:8.
3. f. ur-ab-zu, 114 seal.
4. s. á-zi-da, 16:9.
5. 66**.:7'.

ur-^dli₉-si₄(-na),

1. énsi umma^{ki}, 92:13 (omits -na), 93:13.
2. h. wa-ru-ru, 42 seal 1 (wr. -^dji-).
3. 17:7 (ommits -na), 96:3.

ur-lugal,

1. s. lú-^den-líl, 64:13.
2. s. lugal-iti-da, 23 seal.
3. 23:2, 85:3.

ur-^dlugal-banda^{da}, kug-dím, 125:13.ur-^dluga[l-x(-x)], 22:16.

ur-LUḤ, f. [x(-x)]-[x], 66**.:8'.

ur-lum-ma, sipad, f. NI-[x]-[(x)], 85:7.

ur-^dmaḥ-di-an-ka, 10:11, 17:14.ur-^dma-ma, 102:15.

ur-ma-mi, f. ur-mes, 34 seal.

ur-maš-a, šidim, 52:17.

ur-me-me,

1. s. da-a-ga, 97:2.
2. s. lú-d[. . .], 27:15.
3. 15:5, 22:13, 45:13.

ur-mes,

1. ì-dug, 104:15.
2. LÚ.ŠIM, 98:4.
3. LÚ.ŠIM, s. ur-gar, 98 seal.
4. f. ab-ba-kal-la, 73:6.
5. f. á-ni-id, 108 seal.
6. s. ur-ma-mi, 34 seal.
7. 34:6, 77:13, 86 i 10, 110:7.

ur-^dmes-ama-šags-ga, 77:14.

ur-mu-ru, 68:5.

ur-^dMUŠ, 64:8.

ur-na,

1. f. á-gu, 63:15.
2. f. lú-^dEN.ZU, 63:5.

ur-^dnanibgal,

1. énsi nibru^{ki}, f. da-da, 66 seal.
2. énsi nibru^{ki}, 66*:3', 66**':2', 66***:1'.
3. s. lugal-engar-dùg, 66* seal, 66** seal, 66*** seal.

ur-^dnanše, 102:13.

ur-n[a . . .], 110:11.

ur-nigin, f. ur-é-maḥ, 95:15.

ur-nigin-gar,

1. sukal ^dnin-mug, 97:14.
2. šidim, 92:10.
3. f. nin-ukkin-ni, 91:19.
4. s. gír-ni, 88*:8.
5. s. ḥé-DU.DU, 72:11.
6. s. ur-^dutu, 50:4 and seal 1.
7. 28:6, 49:16, 122:8, 126:7.

ur-nigin-mu, ír-dug, 63:11.

ur-^dnin-ezen, 108:12.

ur-^dnin-gidri, s. á-zi-da, 16:19.

ur-^dnin-giš-zi-da,

1. f. árad-mu, lú-^diškur, and ^dnanna-kug-zu, 65:1, 5.
2. s. ba-zi-gi, 65:13.

ur-^dnin-amma, 35:7.

[u]r-^dnin-mug-ga, 94*:13.

ur-^dnin-sar, àga-ús, 107:14.

ur-^dnin-su, 94**':17.

ur-^dnin-sún, f. DINGIR-ba-ni and lú-ša-lim, 116:15.

ur-^dnin-šubur, s. ḥal-ḥal, 15:10.

ur-^dnin-tu, S.3:4.

ur-^dnin-urta,

1. sukal, 66*':6'.
2. s. [. . .], 60:18'.
3. 36a:13, S.5:15.

ur-^dnin-[. . .], 82:8.

ur-^dnisaba, 72:5.

ur-^dnu-umušmuš-da, s. ur-gišgigir, 97:15.

ur-^dnusku,

1. dam-gàr-10, 11:4.
2. nu-èš, 49:6.
3. s. ka-ka, 1:5, 57:5.
4. s. ur-šags-ga, 57:3.
5. 40:4.

ur-^dpa-bíl-sag, 102:12.

ur-ra(?) -X, f. a-a-kal-la, 44:10.

ur-^dsag-ub-ba^{ki}, 121:16.

ur-saman⁴, f. a-a-kal-la, 30 seal.

ur-sa-an-da-ti, 57:6.

ur-^dsi⁴-an-na,

1. s. bí-la-la, 95:4.
2. s. ur-sukal, 64:18.
3. 81:13.

ur-si-gar, nu-^giškiri⁶, 125:12.

ur-sipad-da, 21:5.

ur-sukal,

1. dam-gàr, s. šeš-kal-la, 63:16.
2. f. ur-[gu], 70 seal.
3. f. ur-^dsi⁴-an-na, 64:18.
4. s. lugal-iti-da, 12:15, 57:3'.
5. s. zu-zu, 64:7.
6. 10:13, 21:15, 31:4, 49:13, 117*':3'.

ur-šags-ga,

1. DAM.GÀR, 126:11.
2. kug-dím, 65:14.
3. f. ur-^dig-alim, 84:3, 4, 7.
4. f. ur-^dnusku, 57:4.
5. f. ^dutu-bar-ra, s. dub-sar-maḥ, 85:4.
6. s. dingir-kal-la, 97:8.

7. s. ur-^den-líl-lá, 57:5'.
 8. s. za-an-za-[ni], 37:11.
 9. 26:4.
- ur-^dšákkān(?), f. ur-^da-ba-[ba] and [ur]-^dEN.ZU, 60:6'.
 ur-šúba, 33:15.
 ur-^dšul-gi-ra,
 1. nar, s. [x]-[(x)]-kug-ga, 27:3'.
 2. 21:7.
- ur-^dšul-pa-è,
 1. nu-banda, 35:8.
 2. f. lugal-an-ni, 73:10.
 3. s. puzur₄-eš₄-dar, 18:3.
 4. s. šeš-kál-la, 73:13.
 5. 21:3, 31:8, 32:5, 60:19', 94**:₄, 10, 15, 107:15.
- ur-^dšu-maḥ,
 1. šu-i, 51:10.
 2. b. nin-da-da and nin-úr-ra-ni, s. DINGIR-bu-za and [ur]-du₆-kug-ga, 20:5.
 3. 17:12, 13.
- ur-túl-sag, muš-laḥ₄, 81:12.
 ur-tum-ma-al, 31:7, 44:11 (wr. -ma-lá), 55:8'.
 uru-ki-bi, 78:2.
 uru-na,
 1. b. ur-^dEN.ZU and ur-KÍD-ma, s. má-gurg-ri, 12:6.
 2. f. [g]ír-ni, 64:14.
- ur-^dutu,
 1. f. ur-nigin-gar, 50:4 and seal 1.
 2. 66:2.
- ur-za, f. lú-^dnanna, 58:9.
 ur-za-ga, nigir, 120:8.
 ur-^d[x]-[...], 110:9.
 ur-^d[...]
 1. f. [x]-ba-ba, 27:12.
 2. 84:3'.
- ur-[x]-[x], šeš én[si], 4:6.
 ur-[x]-[x], 1:3'.
 ur-[x]-[...], f. ur-^d[dumu-zi-da], 47 seal.
 [ur(?)-x-x-x]-ma, 42:14.
 ús-a-ni, dub-sar, 67:23.
 ús-mu, f. gu-gu, 88*:11.
 ú-š[è-ḥé]-DU, f. lugal-šúba, 29:3.
^dutu-an-dùl, dam-gàr, S.1:18.
^dutu-ba-è, s. ba-zi, 83:1', 4'.

- ^dutu-bar-ra,
 1. simug, 78:13.
 2. g. dub-sar-maḥ, s. ur-š[ags-ga], 85:4.
- ^dutu-kalam-e, 77:11.
 ú-tíl-ma-ma,
 1. f. na-ap-lí-is, 115:15.
 2. 114:11, 116:10 (wr. ù-).
 ú-^fú], 77:10.
 ù-zu-ul, 75:9.
 wa-ru-ru,
 1. d. ur-^dli-si₄-na, 42 seal 1.
 2. m. ni-za-ti-a, 42:2, 7.
 za-aḥ-ti-a, f. ip-ku-ša, 115:7.
 za-al-lum, 101:11.
 za-na, f. DINGIR-ba-ni, 112:10.
 za-na-a, i-dug GÀR(?).BE, 52:16.
 za-na-[ni(?)], 16:1.
 za-an-ka,
 1. d. ur-dun, 49 seal.
 2. m. géme-é-zi-da, 49:5.
 za-an-nu-um, šu-i, 69:11, 70:10 (omits -an-).
 za-an-za-[ni], f. ur-šags-ga, 37:12.
 [z]é-ra, [l]ú sukál-maḥ, 9:6.
 zi, f. šeš-k[al-l]a, 13:13.
 zu-ga-lí, muḥaldim, 69:9.
 zu-la, àr-àr, 50:13.
 zu-la-a, f. ur-^den-líl-lá, 73:11.
 zu-la-lum, šidim, 113:16, 116:20.
 zu-ú-nu-um, 113*:11.
 zu-zu, f. ur-sukál, 64:7.
 X, f. inim-šags-šags, 12:17.
 [x]-am-ta, 56:7.
 [x]-ba-ba, s. ur-^d[...], 27:12.
 [x]-bi(?), b. ur-^den-líl-lá, s. igi-šags-šags, 18:5.
 [x]-da, ašgab(?), 2:5.
 [x]-da-ni, 56:9.
 [x]-dùg, 56:8.
 [x-d]ùg-ga, 96:10.
 [x]-du₆(?) -kug-ga, 53:1'.
 [x]-e-ki-[x], 27:19.
 [x]-^dinanna, s. á-[...], 59:16'.
 [x-ka]-la,

1. dam-gàr-20, 66**:'9'.
 2. 27:20.
- [x]kug-[zu], nu-banda, 32:7.
 [x]RI-la-mu, 66*:'10'.
 [x]-sag-[...], lú-gi^štir, 80:8.
 [x]-šúba, 67:2.
 [x-tu]m(?) -mu, 68:13.
 X-X, f. a-da-mu, 19:9.
 [x]-[x]-a-ti, 114:2'.
 [x]-[x]-ba-ni, 52:10.
 [x]-[x]-da, gal^š-lá-gal, 66**:'5'.
 [(x)]-[x-ir]-[ra], 114:13.
 [x-x]-kug, 40:7.
 [x]-[(x)]-kug-ga, f. [ur(?)]-^dšul-gi-ra, 27:3'.
 [x]-[x]-la, 52:9.
 [x-x]-lum, 114:10.
 [x]-[x]-ma, lú bàd-NE-d[a(?)]^{ki}, 114:8.
 [x(-x)]-me-egir(?) -a, sukal, 66**:'6'.
 [x(-x)-PA]P(?), 40:5.
 [x(-x)-š]ag^š-[ga], s. lugal-KA-gi-na, 59:3'.
 [x-x-t]i-a, 119:9.
 [x]-[x]-UR-[...], 76:10.
 [x(-x)]-[x]-ga, ašgab, 40:8.
 [x-x-x]-mu, sag-du^š a-šag⁴-sum, s. maš-gu-lá, 63:3.
 [x-x]-[x]-na, [simug(?)], 2:8.
 [x]-[x]-[x]-NI, s. [x]-[x], 2:4.
 [x]-[x-x]-sar, 56:11.
 [...]-a, 59:10'.
 [...]-[á-x-x], 60:10'.
 [...]-al, simug, 68:11.
 [...]-^dama[r-^dEN.Z[U], d[umu] énsi, sanga, 60:12'.
 [...]-AN, 11:13.
 [...]-a-ni, 67:16.
 [...]-ba, 59:12'.
 [...]-bi(?), s. [...]-[x], 67:15.
 [...]-da, 58:14.
 [...]-d]a, 103:8.
 [...]-[é]-a, 67:8.
 [...]-ga, 67:10.
 [...]-la, 59:13'.
 [...]-[la], zadim, 67:7.
 [...]-l]a-mu, 67:14.

- [...-m]e(?), 103:12.
 [...]-NE, dam-gàr, 67:9.
 [...]-NE á-10(?), 67:12.
 [...]-[NI(?)]-[...], 76:11.
 [...]-NIS]ABA, 59:11'.
 [...]-ti, 67:13.
 [...]-UD(?) -DU, s.? [na]m(?) -maḥ, 2:10.
 [...]-ul-la, 35:3.
 [...]-zi-mu, 94**:'2.
 [...]-[x]-a, 67:4.
 [...]-[x]-^dinanna, 60:9'.
 [...]-[x]-si, f.? [...]-[x], 58:13.
 [x]-[x], f. [x]-[x]-[x]-NI, 2:5.
 [x-x], f. g[a-t]i-li, 7:10.
 [x-x]-[x], 96:12.
 [x]-[x-x], 80:7.
 [x(-x)]-[x], s. ur-LUH, 66**:'8'.
 [x-x(-x)],
 1. b. lugal-kar-[ri], s. [ur-^d]a-mu, 32:3.
 2. s. dùg-dùg-ga, 66**:'10'.
 [x]-[x-x-x], s. da-[...], 27:2'.
 [x-x-x]-[x], 114:1'.
 [x]-[...],
 1. f. ^den-líl-[x], 27:6'.
 2. f. [gì]r-ni-ì-šag⁵, 27:14.
 3. f. lú-^dEN].ZU(?), 27:5'.
 4. f. lugal-š^u-nir-ri, 65 seal.
 5. f. [l]ú-^dinanna, 27:13.
 6. f. lú-sukal-an-k[a], 110:8.
 7. f. š^u-ma-mi, 46:9.
 8. s. puzur⁴-[...], 72:9.
 9. 1:1', 6:11, 39:3, 84:5'.
 [x-x]-[...], 38:4, 46:14.
 [x]-[x]-[...]
 [...]-[x],
 1. dam-gàr, 94*:'11.
 2. má-DÜN, 68:9.
 3. simug, 68:12.
 4. sukal, s. [...]-[x], 7:11.
 5. f. [...]-bi(?), 67:15.
 6. f. [...]-[x], 7:11.
 7. s.? [...]-[x]-si, 58:12.

8. 40:9, 57:1'.

[. . .],

1. àga-ús, 56:12.
2. dub-sar, s. šu-gá-a, 108:11.
3. nu-banda, 35:4.
4. šu-ħa, 67:11.
5. f. [da(?)]-da-a, 69:12.
6. f. lú-^dEN.ZU, 46:10.
7. f. [l]ú-igi-[šag₅(?)-šag₅(?)], 27:4'.
8. f. [u]r(?)^{-d}kug-šim, 27:16.
9. f. ur-^dnin-urta, 60:18'.
10. h. ša-at-ì-lí, 71:4.
11. s. [an-n]i-ba-du₇, 118:7.
12. s. géme-^diškur, 85:1.
13. s. [x]-du₆(?)^{-d}kug-ga, 53:1'.

1.2. Divine names

^damar-^dEN.ZU, see under PN's.

^dé-a: árad —, 105 seal.

^den-líl,

1. ì-dug —, 52:15.
2. ki-ág —, 20 seal, 66 seal.
3. ^dnin-urta énsi-gal —, 62 seal.
4. See year formulae AS 3, ŠS 6, and ŠS 9.

en-[x]-[. . .], see under ^dindagar.

^di-bf-^dEN.ZU, see under PN's.

^dinanna,

1. ugula é —, 5:5, 6:7, 7:6, 8:2', 9:5, S.5:9.
2. See year formulae IS 2 and IS 18.

^dindagar,

1. sukal —, 51:6.
2. sukal en-[x]-[. . .], 51 seal.

^dir-da: išib —, 7:5.

^dkug-sud: árad —, 54:3.

^dlugal-ud-da: gúda —, 117:11.

^dnanna, see year formulae ŠS 36 and AS 4.

^dNÍNDAXGUD, see ^dindagar.

^dnin-gal: [géme àr-àr] —, 102 seal.

^dnin-gidri: išib —, 60:15'.

^dnin-líl, see year formulae ŠS 6, ŠS 9, and IS 18.

^dnin-mug: sukal —, 97:14.

^dnin-šubur: gúda —, 99:8.

^dnin-urta,

1. sipad —, 11 seal.
2. — énsi-gal ^den-líl, 62 seal.
3. mu ^dnin-urta, 18:11, 22:10, 27:10, 29:9, 59:8', 60:3'.

^dnisaba: sukal —, 2:14.

^dšára, see year formula ŠS 9.

^dšul-gi,

1. išib —, 92:7.
2. See under PN's.

^dšu-^dEN.ZU, see under PN's.

1.3. Geographical and topographical names

ab-zu, see year formula ŠS 2.

adab^{ki},

1. énsi —, 67 seal, 69:8', 72:17, 73:20.
2. nu-banda —, 68 seal.

an-ša-an^{ki}, see year formula Š 30.

an-za-gàr^{ki}: lú —, 114:9.

a-pi₄-sal₄^{ki}: azlag_x(LÚ.TÚG) —, 98:10.

a-šag₄-du₆-an-na-gu-la, 36a:2, 36b:2 (omits -gu-la).

bàd-gal nibru^{ki} úri^{ki}(-ma), see year formula IS 6.

bàd mar-tu (*mu-ri-iq ti-id-nim/ni-im*), see year formula ŠS 4.

Variants: bàd^{ki}, 78:16.

mar-dug, 30:3'.

^dmar-tu, 120:17-18.

ù-ri-iq da-ad-na-am, 126:17-18.

bàd-NE-d[a(?)]^{ki}: lú —, 114:8.

dēr(BÀD.AN)^{ki}: šagina —, 39 seal.

^{íd}dur-ùl: é-duru₅-nìgin-gar-ki-dùg gú —, 122:14.

du₆-sa-bar-ra, 46:21.

é-DUN^{ki}, 22:1.

é-duru₅-nìgin-gar-ki-dùg: — gú ^{íd}dur-ùl, 122:14.

é PUZUR₄^{is.(d)}da-gan, see year formula Š 39.

eridu^{ki}, see year formulae Š 28 and AS 8.

gar-ša-na^{ki}: dumu —, 100:8.

GIŠ.MAŠ.E.NE^{ki}: ħa-za-núm —, 128:13.

kar-zi-da, see year formula Š 36.

ki-maš^{ki}, see year formula Š 46.

lu-lu-bu^{ki}, see year formula Š 44.

1. énsi —, 20 seal, 66:12 and seal (twice), 66*:4' and seal (twice), 66**:'3' and seal (twice), 66***:'2' and seal (twice).
 2. See year formula IS 6.
- PUZUR₄^{iš(d)}da-gan, see year formula Š 39.
 si-ma-núm/nu-um^{ki}, see year formula ŠS 3.
 si-mu(-ur)-ru-um^{ki}, see year formula Š 44 and IS 3.
 su-bir₄, 76:5'.
 ša-me^{ki}: lú —, 10:3, 8.
 ša-aš-ru^{ki}, see year formulae Š 42 and AS 6.
 u-bí^{ki}, 122:3.
 umma^{ki},
1. énsi —, 88*:26, 92:13, 93:14.
 2. See year formula ŠS 9.
- unug^{ki}, see year formula IS 2.
 ur-bí-lum^{ki}, see year formula AS 2.
 úri^{ki},
1. lugal —, 20 seal, 66 seal, 66* seal, 66** seal, 66*** seal, 74 seal, 108 seal, 109 seal.
 2. Passim in year formulae.
- za-ab-ša-li^{ki}, see year formula ŠS 7.

1.4. Words discussed

1.4.1. Akkadian

- aḥāzu: 28.
 alap niri: 208.
 ana: 17, 22.
 ana qabê: 88 n. 255, 102 n. 304.
 ana qāti mullû: 30.
 ana šimē nadānu: 28, 157.
 arugimānē rašû: 61, 328.
 arugimānu: 328.
 atkuppû: 171.
 awata gamāru: 32-33.
 awata nukkurû: 48.
 baqāru: 49-50, 57, 59.
 baqrē rašû: 286, 328.
 bēl qātāte: 90-91.
 bēl qātāte ša kaspē: 90.
 bēl qātāte ša tibni: 91.
 bennu: 69 n. 198.
 bí-bí: 189-200.

- bītu kunukki: 180.
 būu: 122.
 būu epšu: 122.
 bukāna šūtuqu: 36, 41-42.
 bukānu/bukannu: 36-37.
 dabābu: 34.
 dādu: 234.
 diqāru: 278.
 edēšu: 48.
 egû: 66.
 emu rabû: 246.
 enû: 46.
 esittu: 36, 38.
 gabbu: 263.
 gadum DUMU.GABA-ša: 182.
 gamru: 13.
 gišginû: 38 n. 79.
 gišrinnu: 95 n. 276.
 gugallu: 233.
 gurgurru: 176.
 ḥalāqu: 69-70.
 ḥāpu: 96 n. 279.
 illatu: 190.
 immer kiššati: 332.
 ina ašābi ša PN: 108 n. 326.
 inu . . . inīnišu: 59.
 ištēniš: 47, 74.
 itqurulitqurtu: 95 n. 276.
 itti: 15, 21.
 *kagurrû: 199.
 *kagurukku: 199.
 kakikku: 102.
 kak madakki: 36.
 kankallu: 125.
 kapsû: 155.
 kattû: 83, 92.
 kigallû/kikallû: 125.
 *kinātû: 80-81.
 kiššatu: 332.
 kiššātu: 332.
 kišubbû: 124.
 kizû: 180.

kuānu/kunnu: 84.
**kug(u)rukku*: 199.
kullu: 54.
leqû: 28.
madādu: 156.
madakku: 36-37.
maḥāru: 25 n. 31, 26.
māmītu: 77.
mithāriš: 47, 74.
mubbalkitu: 48 n. 114.
mukānu: 37, 38 n. 79.
mukinnu: 82-83, 108 n. 326.
muqippu: 82-83.
na²butu: 69-70.
nadānu: 17, 26, 28.
nādinānu ša kaspi: 96.
nādinānu ša še²i: 94 n. 273.
nakāru/nukkuru: 47-48, 211.
nakru: 211.
naparkû: 66-67.
nēšakku: 226.
nīš šarri tamûl/zakāru: 71-73, 75 n. 214.
nīšu: 72, 77.
pagaršu ana šimi nadānu: 29 n. 45, 327.
pitiqtu: 240.
pūt eṭēri: 90.
qajjāpu: 82.
qaqqadu: 327.
qaqqassu ana šimē nadānu: 327.
qātāte PN leqû: 91 n. 269.
qappu: 83-84.
qurādatu: 318.
rab sikkāti: 103.
ragāmu: 49-50, 60.
ramānšul/ša ana wardūtil/amūti šurubu: 327.
sabû: 155.
sābu: 155.
sikkatu: 239.
sikkīru: 36-37.
sirāšû: 291.
sulumḥû: 267.
šibtu: 69 n. 198.

šišītu: 38 n. 79.
ša šimi: 162.
šag(g)aštu: 156 n. 449.
šaggāšu: 156 n. 449.
šamna šadādu: 143 n. 417.
šāmu: 16, 21, 156-157.
šanû: 211.
šaqālu: 26.
šāqil kaspi: 93.
šarāqu: 331.
šassukku: 102.
šiamātu: 162.
šibu: 105, 109.
šimu: 161.
šimû: 13, 161 n. 463.
širku: 258.
šupēltu: 156 n. 449.
tamḥāru: 156 n. 449.
tuāru: 45-46.
urki²u: 90-91.
urki²ūtu: 90.
uršānu: 234.
wardu: 130 n. 389.

1.4.2. Sumerian

a . . . dé: 142 n. 410.
a-gál: 58 n. 166.
 (d)A.MIR.ZA: 277.
a-si-TUM-ma(?): 293.
a . . . si: 142 n. 410.
AB×ÁŠ: 109.
ad-KID: 171.
adgub_x(^{ad}KID): 171.
ág: 156.
al-gál: 58.
AN.AN.TUR.SAG: 174.
an-gál: 57-58.
ār-tu: 130 n. 389.
árad: 130-131.
ASAL: 278.
áš-da: 85, 332.

azlag: 171.
 azlag_x(LÚ.TÚG): 171.
 ba-ta-sa₁₀: 157, 161.
 bala: 36, 47-48, 111.
 BANŠUR: 278.
 bar-gál-la: 309.
 -bi: 33-34, 72 n. 206, 93 n. 271.
 bíl: 48, 267.
^dbíl: 244.
 BUR.GUL: 110.
 da-(g): 198.
 da-ba-an: 283.
^ddab₄-an: 283.
 dab₆-ba-an: 283.
 dam-gâr: 94, 107.
 dam-gâr-10: 175.
 dam-gâr-20: 175.
 dam-ḥa-ra . . . ak: 156 n. 449.
 di-da: 265.
 di-dè: 265.
 DI.NE: 264-265.
 dib: 42, 285, 333.
 dilim: 95 n. 276.
 díim: 286.
 dù: 52-54.
 DUB.NAGAR: 176.
 dub-sar (GÁNA): 100-101.
 dub-sar-maḥ: 272.
 dug-útul: 278.
 dug-útul-útul: 278.
 dug₄: 34, 74.
 dumu sag-rig_x(PA.SAL.KAB.DU): 258.
 é: 122.
 é-dù-a: 122.
 é-dù-a ù KI.UD: 122-123.
 é-dub: 180.
 é-ki: 123.
 é-ki-šub-ba: 124.
 é-KI.UD: 123-124.
 É.MIR.ZA: 277.
 é-šu-sì-ga: 213.
 é-za: 277.

é-10(?): 253.
 è: 32.
 engar: 100 n. 294, 101.
 ENGAR.UŠ: 100-101.
 énsi-gal ^den-líl: 241.
 èr/ír: 130 n. 389.
 èš-a-ab-du: 81.
 ga-ab-sa₁₀: 155.
 gá-la . . . dag: 66-67.
 gà(-la) . . . dag: 66.
 gáb-gi-(n): 81-84.
 gaba-a . . . tab: 182.
 gag: 239.
 gal-dam-gâr: 175.
 gal-nigir: 100-101.
 gál: 57 n. 160.
 gál-la . . . dag: 66.
 gal₅-lá-gal: 277.
 GÂR(?) . BE: 230.
 géme: 130-131.
 gi-(n): 81-84.
 gi-na: 81, 84.
 gi-na tum-ma: 81, 86 n. 250.
 gi₄: 45-46.
 GIBIL: 48.
 GIR: 184.
 giš: 38.
 giš-érin: 95 n. 276.
 giš-gan-na: 36.
 giš-gana: 36-38.
 giš-gana . . . bala: 36.
 giš-gi-na: 37, 38 n. 79.
 giš-gin₇-na: 37, 38 n. 79.
 giš-gub-ba: 197.
 giš-kim: 36 n. 67.
 GIŠ.KUM: 38.
 GIŠ.MU: 201.
 giš-TAG: 37, 38 n. 79.
 giš-tukul nàga-zíd/si-gaz: 36 n. 67.
 giš . . . ùr: 76 n. 217.
 giš . . . ur₄: 76 n. 217.
 GU.SUR.NUN: 100-101.

gu-za: 262.
 gú: 195.
 GÚ.GAL: 233.
 gú-TAR-lal: 184.
 gub: 56 n. 156.
 gud-giš: 208.
 gur: 48, 56.
 ḥa-za-núm: 98.
 ḥa-za-núm dam-gàr-ne: 175, 325.
 Ì.ZAG: 144 n. 417.
 ì (zag-e) . . . ak: 142 n. 410, 143 n. 417.
 igi-bi-šè: 74.
 igi-ne-ne-šè: 74.
 igi PN-ak-a / igi-ani-a . . . gub: 56 n. 156.
 im-dù-a: 240.
 ḍindagar: 228.
 ḍindagra: 228.
 inim-bi . . . dug₄: 34.
 inim-bi . . . til: 32.
 inim . . . gál: 57, 59.
 inim . . . gar: 49-50, 60.
 inim . . . gi(-n): 61, 83.
 inim . . . kúr: 48-49.
 inim-ma: 57 n. 161.
 inim-ma . . . gál/gar: 57-58.
 inim PN(-ak)-ta: 88 n. 255, 102 n. 304.
 inim . . . šub: 100.
 ír-dug: 242.
 ḍir-da: 174-175.
 ḍirḥan: 244.
 ÍŠ: 180.
 ÍŠ-gal-LÁL×NÍGIN: 256.
 KA-dam-ma-ak-e: 83.
 ka-guru₇-(k): 199-200.
 ka-ka-a . . . gar: 60 n. 176.
 ka-ka(-na): 55 n. 153.
 ka-ki(k): 102-103, 200.
 ka-šakan-a(k): 200.
 ka-zíd-a(k): 200, 309.
 KA×X-BU: 234.
 kankal: 125.
 kar: 195.

kés-(ḍr): 157 n. 455.
 ki . . . -(ak)-ta: 15, 21.
 ki-ba . . . gar: 54, 210.
 ki-ba . . . gub/tuš: 107-108.
 ki-ba . . . durun_x(TUŠ.TUŠ): 108 n. 326.
 ki-é-šub: 124.
 ki-gál(-la): 123 n. 370, 125-126.
 KI.KAL: 125.
 ki-su₇: 123 n. 370.
 KI.UD: 123, 125.
 kikla: 125.
 kir: 184.
 giškirig: 124-125, 168-169.
 ki giškirig: 125, 168-169.
 kislāḥ: 123.
 kú: 25 n. 31.
 KÚ KUG.BABBAR: 25 n. 31.
 ku₄: 331-332.
 kug: 14.
 kug-babbar: 14.
 kug-bar₆-bar₆: 214.
 kug-bi šu-a . . . si(-g): 30-31.
 kug-dím: 94.
 kug-gál: 233.
 kug-lal: 93, 95-96.
 kug-ta . . . è: 32.
 kug-ta . . . til: 31-32.
 kúr: 47, 211.
 kuš₇: 180.
 lal: 19, 22, 25-26.
 lú-A.TÚL: 253.
 lú-és-gíd: 101 n. 297, 102.
 lú-GÁNA-gíd-da: 102.
 lú-gi-na: 83.
 lú-gi-na-ab-túm(-ma): 80-81, 89 n. 259.
 lú-GÍŠ.ŠAG₄.TAR: 256.
 lú-inim-gi-na: 82-83, 92.
 lú-inim-ma: 105, 109-110.
 lú ki-ba gub-ba / tuš-ša: 107-108.
 lú-ki-inim-ma: 105, 108-109.
 lú-kin-gi₄-a: 93 n. 272.
 lú-giškirig: 313.

(lú-)kug-lal-a: 93-94.
 lú-kúr: 211.
 lú-lú(-ra): 46-47.
 lú-lú-ù: 47.
 lú lú-ù-ra: 47.
 lú lú-u₁₈: 47 n. 108.
 lú-mar-za: 108.
 lú-mun-sa₁₀: 157 n. 457.
 lú-naga-sa₁₀: 157 n. 457.
 (lú-)ní-zuh: 331.
 (lú-)ni-zuh-a . . . ku₄: 331.
 lú-sám-kú: 25 n. 31.
 lú-še-ág-gá: 93 n. 273.
 lú-šembi-sa₁₀: 157 n. 457.
 LÚ.ŠIM(-ma): 291.
 lú-gi^šir: 268.
 lú-ù lú-ra: 47.
 lú-u₁₈: 47 n. 108.
 lú-u₁₈ lú-u₁₈-ra: 47.
 lú-u₁₈-u₁₈: 47 n. 108.
 lugal: 15.
 ḡlugal-ud-da: 315.
 lunga: 291.
 lúlungama: 291.
 má-dab₅: 336.
 má-DÙN: 255.
 maš-da: 224.
 maš-da₅: 224.
 ḡmes-ama-šag₅-ga: 264.
 mu: 72.
 mu lugal: 71, 74, 76.
 mu lugal(-ak) . . . pàd: 71, 74-77.
 mu . . . pàd: 75 n. 212.
 mu . . . (-šè): 219, 321.
 mussa_x(SAL.NITA)^{sá} ab-ba: 246-247.
 ḡMUŠ: 244.
 *mu(š)-gana: 37.
 na₄-àr: 37 n. 73.
 nàga: 36, 38.
 nàga-zíd-gaz: 36.
 naga₄: 36, 38.
 nam-érim . . . kud: 75-77.

nam . . . kud: 76.
 nam-lú-gi-na-ab-túm: 85.
 ḡne/irah: 244.
 ní-te-ni kug-šè . . . sum: 29 n. 45.
 ní . . . tuku: 61, 286.
 ní-zu: 331.
 níg-ba: 15.
 NÍG.LAL.SAG: 276.
 úgNÍG.SAL.LAL.SAG: 276-277.
 NÍG.SAG.LAL.SAL: 276.
 níg-sám: 13, 154-155, 161.
 níg-sám . . . ak: 26.
 níg-sám-ma: 162.
 níg-sám . . . til: 31-32.
 níg . . . tuku: 61, 286.
 nígir: 101-102, 239.
 nígir-sila: 100-101.
 ḡnin-É.MIR.ZA: 277.
 ḡnin-é-za: 277.
 ḡnin-MAR.KI-(k): 206.
 ḡnin-(d)si₄-an-na: 244.
 ḡnin-ZA.MIR: 277.
 ninda-banšur: 278.
 ḡNÍNDA×GUD: 228.
 NÍNDA×ŠE: 153-155.
 NÍNDA×ŠE.A: 153.
 NÍNDA×ŠE.ÀM: 153-154.
 NÍNDA×ŠE.AŠ(.AŠ): 153.
 NÍNDA×ŠE.DIŠ: 153.
 NÍNDA×ŠE.ZA: 153.
 nita: 130.
 NITA×KUR: 130 n. 389.
 nu-banda GN: 255.
 nu-èš-a(k): 226.
 nu-gi^škiri₆: 168-169.
 nu-gi^ški₆kiri₆: 169.
 nu-ki gi^škiri₆: 169.
 pàd: 57 n. 160, 74-75.
 peš: 184.
 ri₅: 325.
 ri₅-na-ra: 325.

sa-gaz . . . ak: 156 n. 449.
 sa₁₀: 16, 21, 25-27, 42, 154-161.
 sag: 130-131.
 SAG.ÁRAD: 131.
 sag-du₅: 100, 102-103.
 SAG.GÉME: 131.
 sag-nita: 130-131.
 sag . . . rig₇: 258.
 sag . . . rig_x(PA.SAL.KAB.DU): 258.
 sag-SAL: 130-131.
 sag . . . -šè: 321.
 sahar: 180.
 SAL: 130.
 SAL.ABxÁŠ: 109 n. 333.
 sám: 13, 154-155, 161.
 sám-ma: 162.
 dšaman: 203.
 dšaman₄: 203.
 sár-ra-ab-du: 81.
 si-(g): 26, 30-31.
 dš₁₄-an-na: 244.
 SÍG.SUD: 267.
 sig₅: 155 n. 441.
 SIG₇: 257.
 simug: 93-94, 96.
 su₄-bir₉-a: 132 n. 395.
 su₄(?)-NE-a: 132 n. 395, 219.
 suluh_u: 267.
 sum: 17, 19, 25-26, 42.
 šag₅: 155 n. 441.
 ŠIM: 291.
 ŠIM×A: 291.
 ŠIM×GAR: 291.
 šu(-a) . . . si-(g): 26, 28, 30-31.
 šu . . . bala: 48 n. 114.
 šu-bala . . . ak: 156 n. 449.
 šu PN-ak-ta: 98-100.
 šu . . . ti: 20, 25-26, 157-158.
 Šúba: 202.
 -ta-kéš-(š): 157 n. 455.
 -ta-sa₁₀: 157, 161.
 téš-bi: 47, 74.

tibira: 176.
 til: 13, 22, 31-33.
 túg . . . ùr: 76 n. 217.
 ú-gu . . . dé: 69-70.
 ud-da: 59.
 ud-da-ta: 49.
 ud gur-ra: 47.
 ud kúr: 47.
 ud kúr-šè: 47.
 ud nu-me(-a)-ak: 47.
 ud-ta: 49.
 ud . . . ud-ba/bi-a: 59 n. 174.
 ud x . . . gál: 111 n. 345.
 ud x . . . zal: 111 n. 345.
 ugula dam-gàr: 175.
 ugula é: 173.
 ugula-géš-da: 178.
 ugula-geš_{ta}: 178.
 um-mi-a: 99, 278.
 um-mi-a lú-é-éš-gar: 100-101.
 un-da-ga: 198.
 URUDU.NAGAR: 176.
 usar-dag-gi₄-a: 242.
 ùsar-da-gi₄-a: 107, 242-243.
 za-áš-da: 332.
 ZA.INANNA: 202.
 zi lugal: 71, 74.
 zi lugal(-ak) . . . pàd: 71-72.
 ZÍD.DA: 309.
 zú-zú(-na): 55 n. 153.
 zuh: 331.

2. CONCORDANCES

2.1. *Previously published texts*

<i>ArOr</i> 7 (1935): pl. III no. 1	47
<i>BE</i> 3/1 14	1
15	11
21	32
<i>BIN</i> 5 346	97
<i>Eames Collection</i> Noor II	62
TT 1	113

	TT 2	115
	TT 4	112
Fish, <i>JMEOS</i> 15 (1930):41-42 no. 2		37
<i>Forde Nebraska</i> 63		99
<i>FT</i> 2, pl. L TG 3312		80
<i>ITT</i> 2 2766		77
3470		78
3512		82
<i>ITT</i> 3 6370		81
6518		86
6543		86
6582		83
<i>ITT</i> 5 6837		84
<i>JCS</i> 19 (1965):27 no. 2		128
<i>MAOG</i> 4 (1928-29): 188-189 no. 1		122
191 no. 2		121
<i>MDP</i> 18 199		88
<i>MDP</i> 28 410		87
<i>MVN</i> 3 213		92
219	S.1	
263	26	
268	73	
330	63	
<i>MVN</i> 8 151	66	
152	113*	
<i>MVN</i> 11 204	117*	
<i>NATN</i> 5	50	
19	64	
123	4	
145	16	
255	12	
265	43	
273	66*	
367	11	
497	36a	
498	41	
607	2	
610	42	
713	33	
741	15	
761	23	
762	24	

	777	28
	782	22
	850	65
	884	61
	903	49
	906	S.4
	911	27
	937	17
	966	29
<i>NRVN</i> 1 212		54
213		51
214		46
215		30
216		25
217		55
218		31
219		52
220		40
221		56
222		57
223		38
224		21
225		53
238		36b
249		66***
251		38
<i>PBS</i> 8/2 157		50
<i>PBS</i> 9 41		58
Pinches, <i>BTBC</i> 53		79
<i>RA</i> 8 (1911):185-186 no. 4		10
<i>RA</i> 10 (1913):66 no. 105.		118
<i>RA</i> 80 (1986):10 no. 5		94***
<i>Sumer</i> 15 (1959):pl. 12 no. 13		116
Szlechter, <i>TJA</i> 1, pl. LXVIII IES 134		100
<i>TIM</i> 5 8		59
12		114
<i>TLB</i> 3 170		85
<i>TMHC n.F.</i> 1/2 50		48
51		34
52		39
53		20
346		66**

<i>TSDU</i> 16 123	74
<i>UET</i> 3 9	68
14	69
15	72
18	67
19	102
26	105
27	104
29	103
30	111
31	106
32	101
33	107
36	108
39	109
41	71
44	70
46	110
47	91
<i>YOS</i> 4 2	96
4	S.2
6	95
<i>YOS</i> 15 100 (forthcoming)	117
101 (forthcoming)	120
<i>ZA</i> 25 (1911): 206 no. 1	14
<i>ZA</i> 53 (1959): 79 no. 18	35
80 no. 20	18
82 no. 21	

2.2. *New texts*

A 22108	75
31164	7
31179	60
AUAM 73.1042	89
73.1110	3
73.1265	94
73.2128	124
73.3096	119
73.3097	93
73.3098	90
BM 15464	125

16156	S.3
82704	94**
IM 61558	6
61706	5
61712	8
61738	S.5
Kelsey Museum, University of Michigan, 89270	94*
NBC 5652	19
7174	13
11300	9
Ni. 5446	44
Princeton University Library, Ex 695	98
Staatliche Sammlung Ägyptischer Kunst, München, ÄS 1313	88*
TA 1931-T249	76
YBC 9827	45
Yondorf Collection A	127
Yondorf Collection B	126

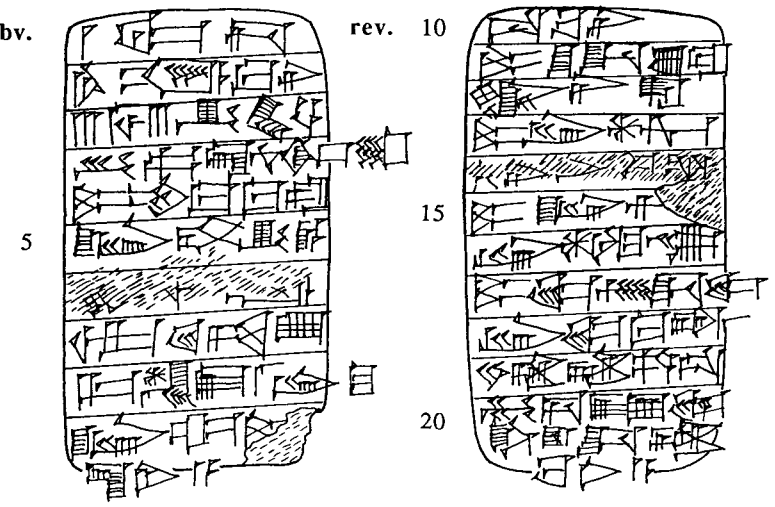
PART IV

PLATES

3

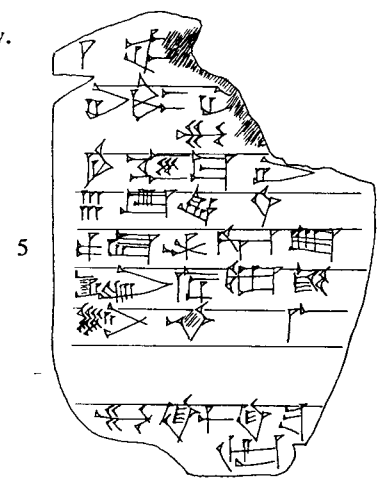
obv.

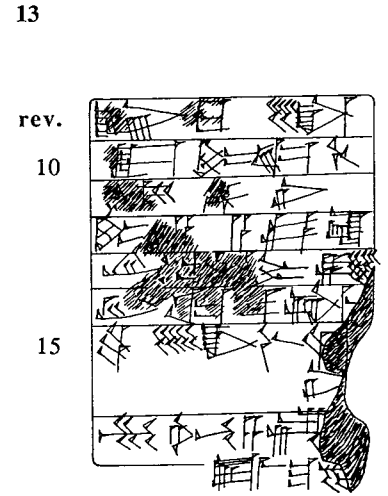
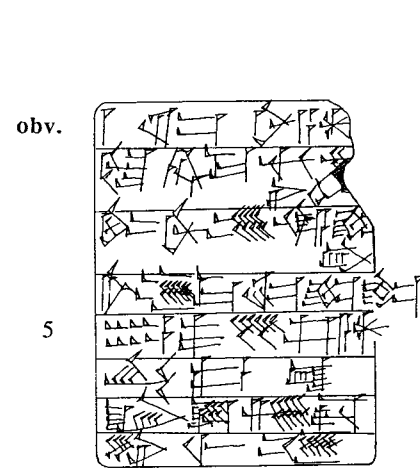
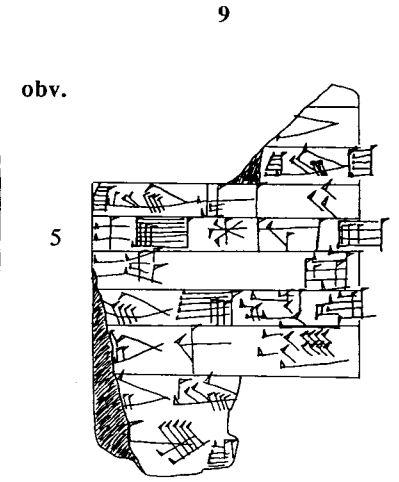
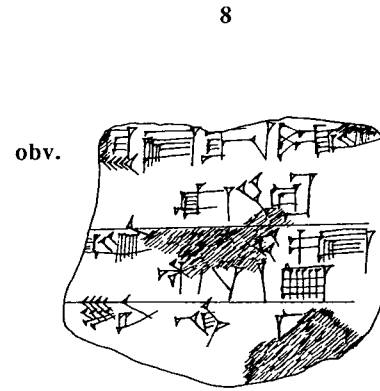
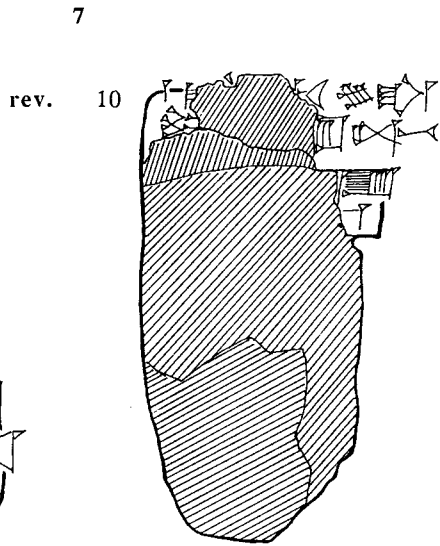
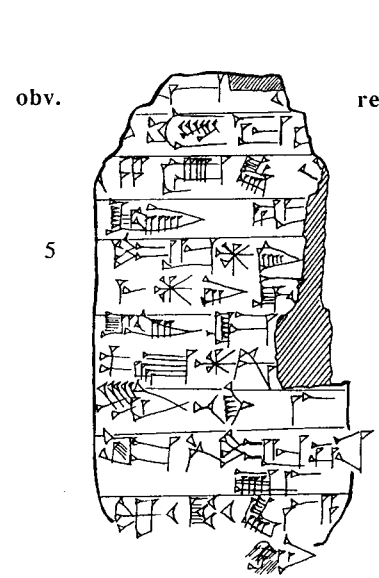
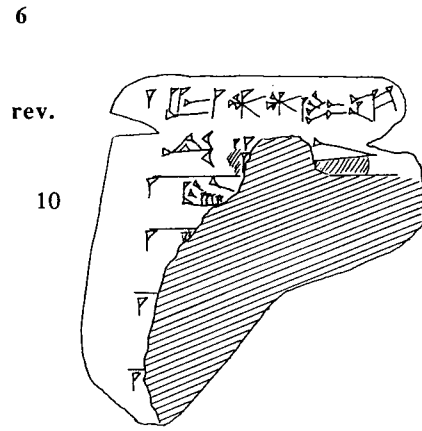
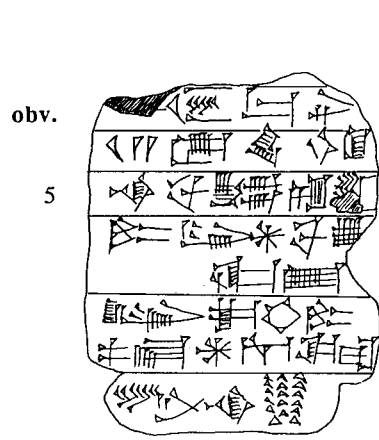
rev. 10

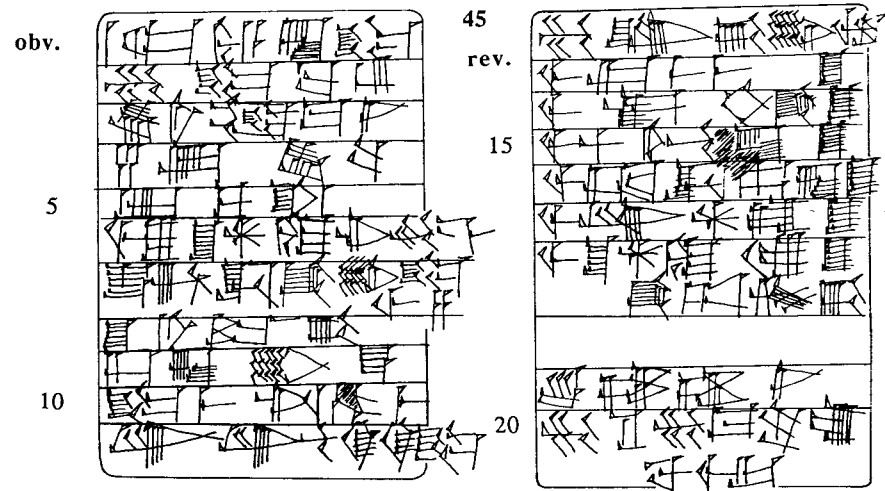
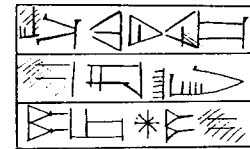
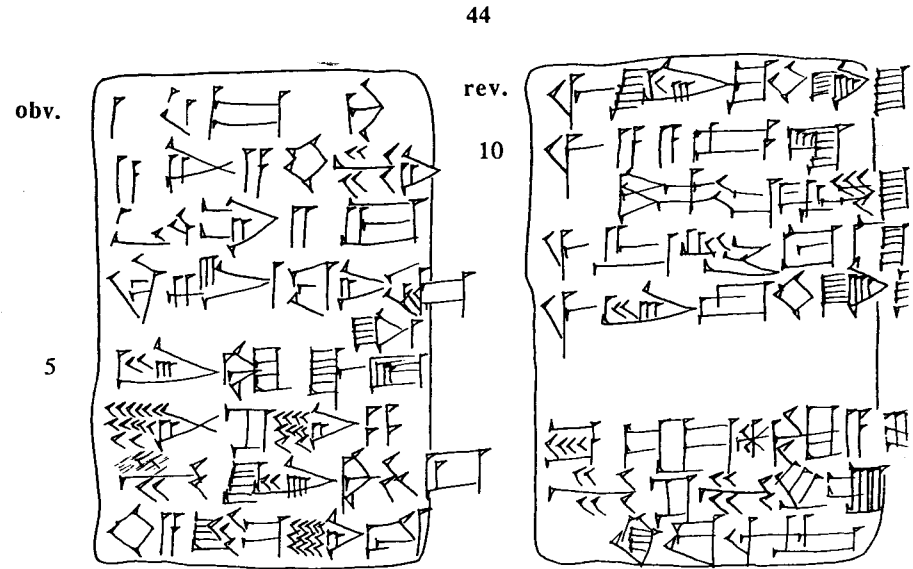
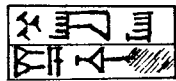
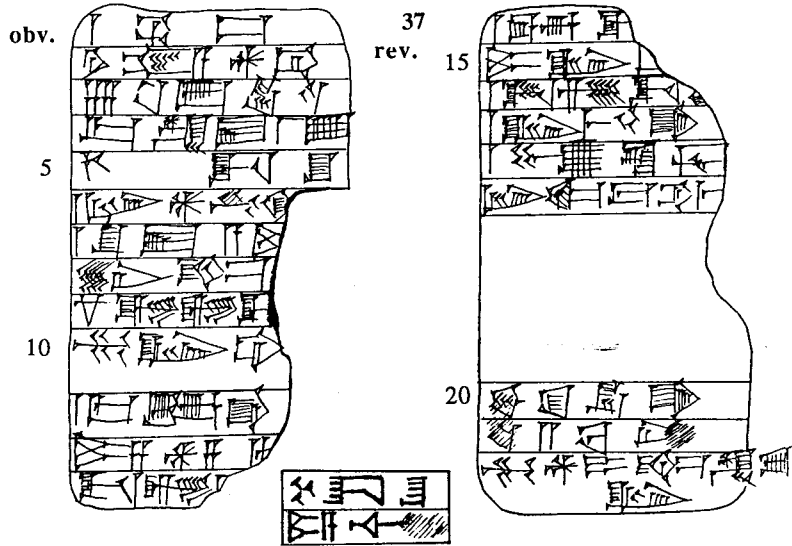
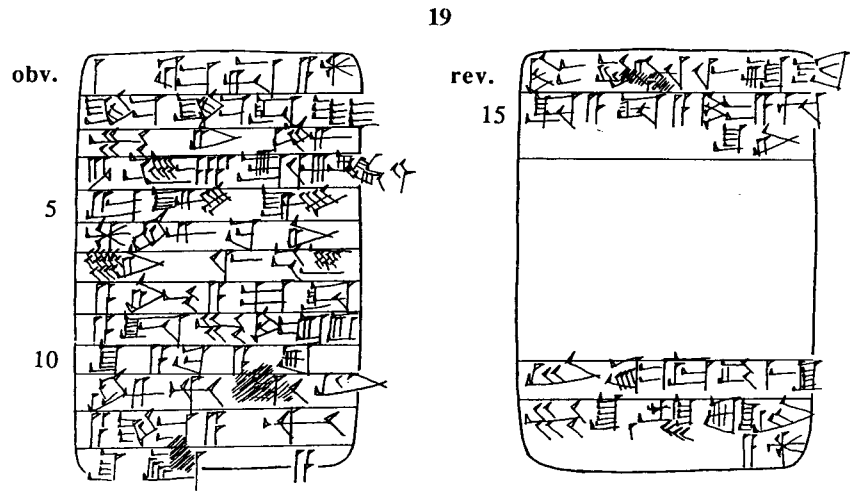


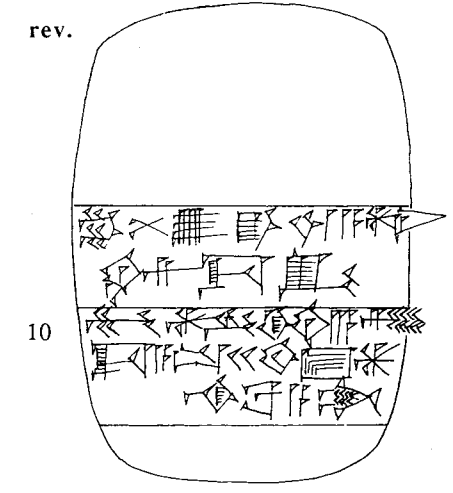
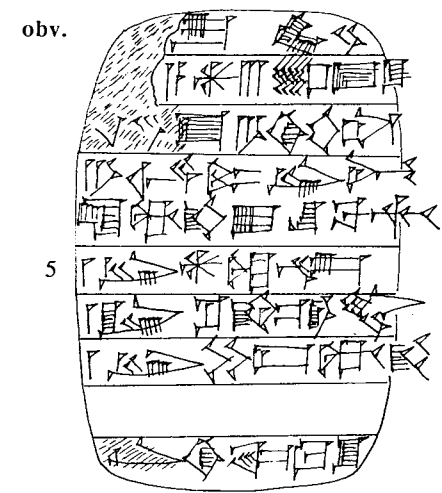
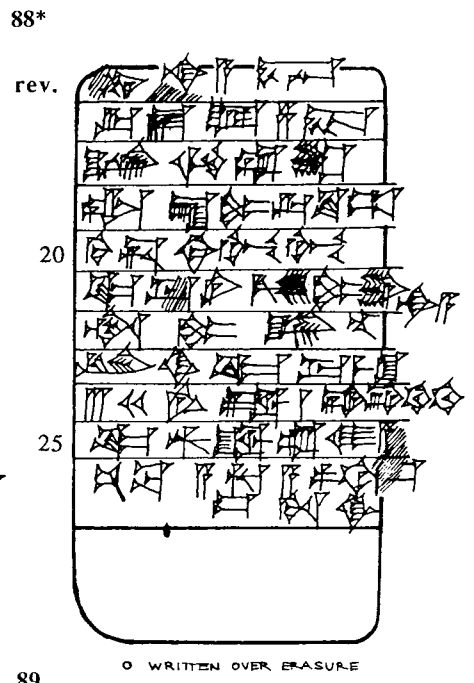
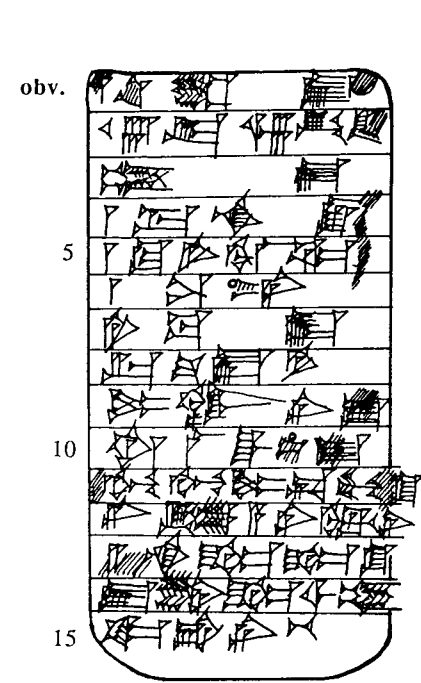
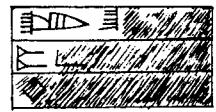
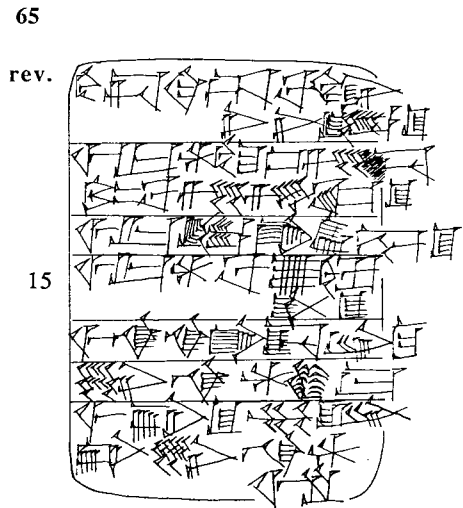
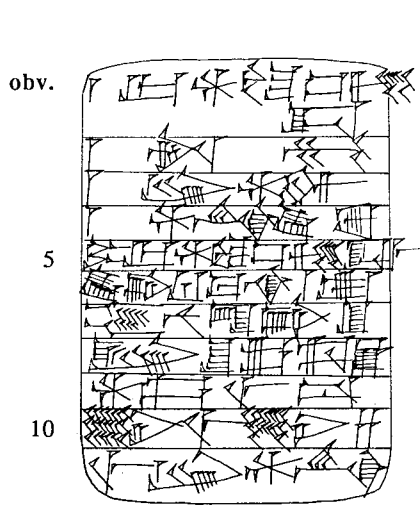
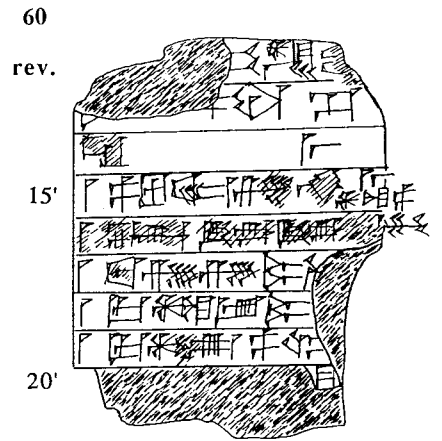
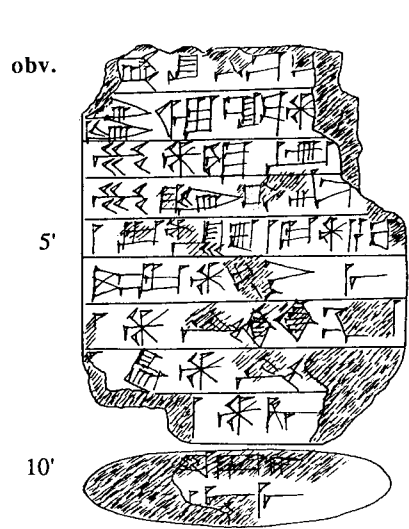
5

obv.



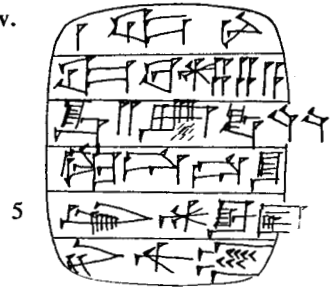




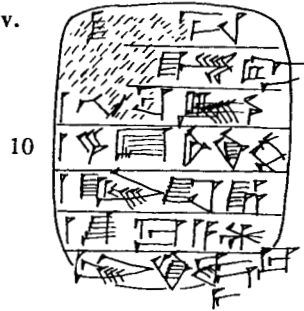


94

obv.

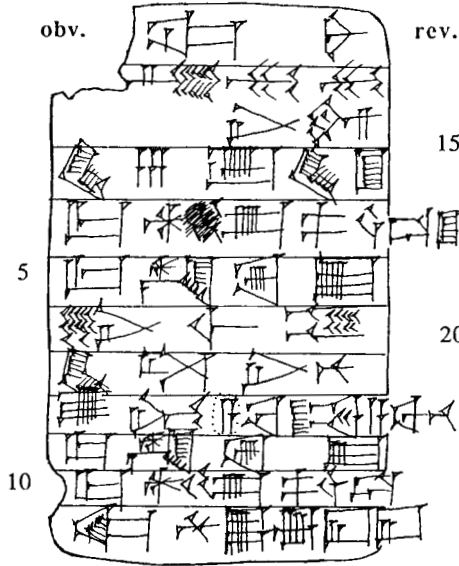


rev.

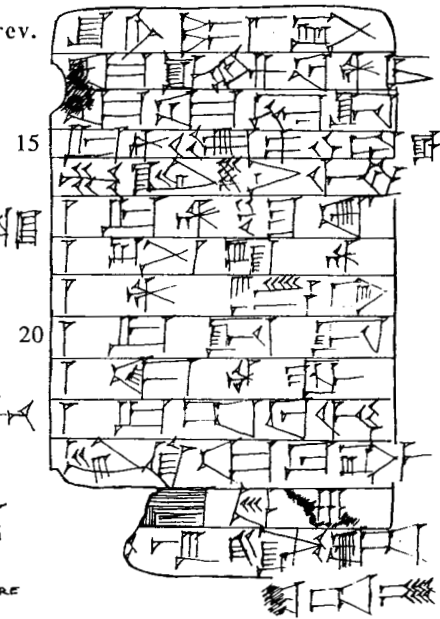


94**

obv.



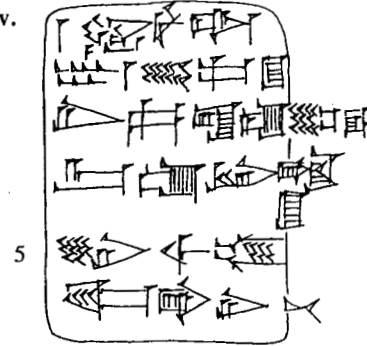
rev.



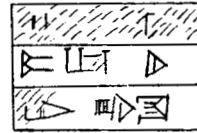
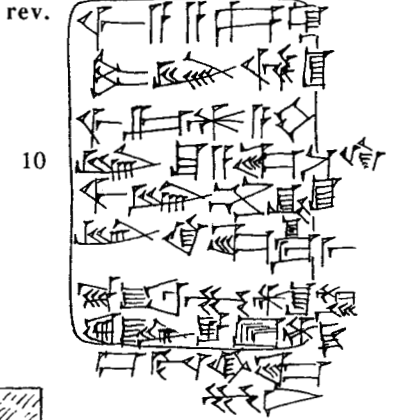
○ WRITTEN OVER ERASURE

98

obv.

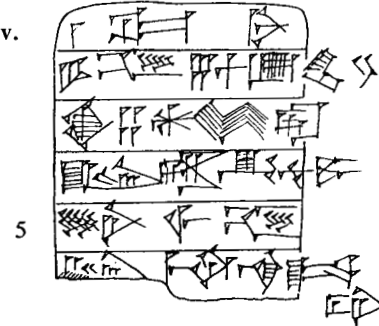


rev.

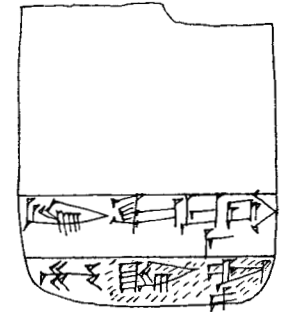


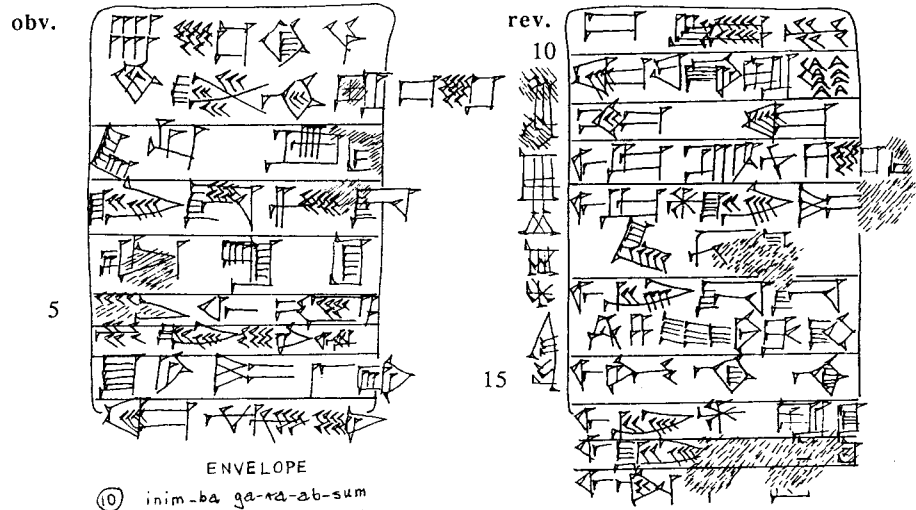
124

obv.



rev.



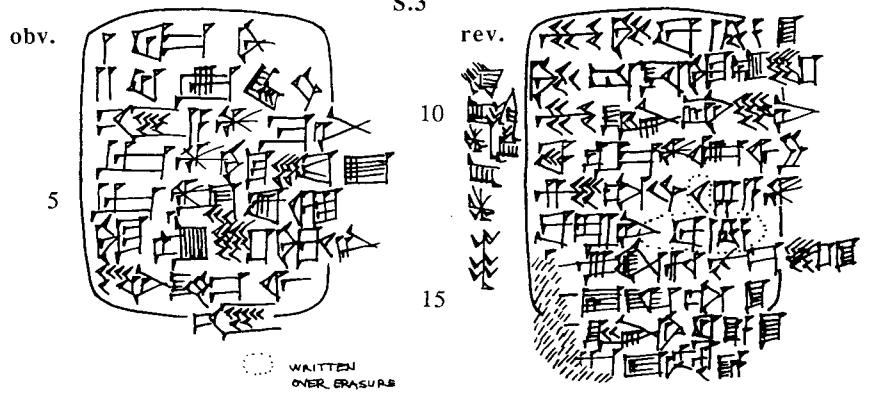
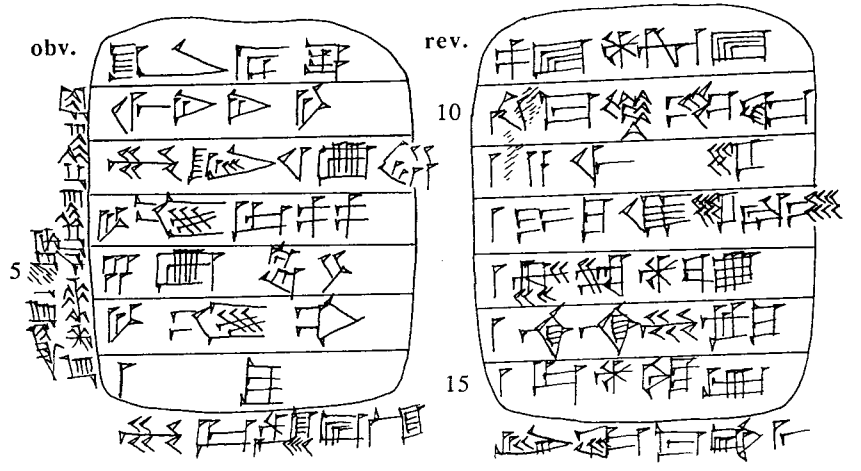


ENVELOPE

- ⑩ inim-ba ga-ra-ab-sum
- ⑬ igi ur-dugal-banda da
kug-dim-še
- ⑮ igi lú-da-da
ba-za-nun dam-gar-me
- ⑯ igi gu-na-na-še
- ⑰ igi lugal-ezen-še
- ⑱ igi árad-šá-ra-še
- ⑳ igi lú-šá-ra-še

SEAL

a-al-la
dumu é-zi



WRITTEN
OVER ERASURE