The property of the city, the property of the king? A new fragment of YOS 12, 321

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Abstract: The paper contains the re-edition of an Old Babylonian court document from Kār-Šamaš/Sippar, half of which has already been known as YOS 12, 321, the other half was previously unpublished. In order to reach a satisfactory legal interpretation, the archival and prosopographical background of the document are likewise studied.

Keywords: Old Babylonian period, Kār-Šamaš, Sippar, history of law, sale of immovables, local authorities

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While reading through the unpublished Old Babylonian trial documents at the Yale Babylonian Collection in 2015,¹ the author came across YBC 10839, one half of a tablet with a piece of the envelope adhering to it. This artefact was described in G. Beckman's excellent catalogue as 'Fragmentary tablet and fragment of case—legal case concerning house; sealed', with date lost.² The preserved end of king Samsu-ilūna's name in the oath formula³ and the prosopographical data suggested a connection with YBC 4479 (YOS 12, 321). Upon examination of both fragments, a direct join between the two could be established.

YOS 12, 321 has already been edited, once by J. D. Fortner in his unpublished PhD thesis and once by D. Charpin in a review article.⁴ What follows here is a re-edition of the entire document in its current state of preservation, with transliteration, transcription, translation, philological notes and interpretation.

Autograph: YOS 12, 321 (YBC 4479 only). **Mus. no.:** YBC 4479(A)+YBC 10839(B). Date: Si 10/11/01

¹ Several of the 'Larsa' documents of the same group are studied in the author's PhD thesis (Földi 2018), which is currently being prepared for publication.

² Beckman 2000, 216.

³ Feigin's YOS 12 contains the majority of dated tablets from Samsu-ilūna's reign bearing museum numbers between YBC 3315 (YOS 12, 168) and YBC 9101 (YOS 12, 309), but not those with lower or higher numbers. Only a handful of the latter have been published in the meantime: see, e.g., the texts Fs. Houwink ten Cate 309; *Anatolica* 41, 24f.; ZA 106, 156ff. nos. 6–10 and 15. Of the unpublished YBC tablets from the reign of Samsu-ilūna, YBC 4478 and YBC 8591 are studied in the author's thesis (Földi 2018) while YBC 10437 and YBC 11976 will be edited in separate studies.

⁴ Fortner 1996, 888–889 and Charpin 2005, 144 with n. 52.

Transliteration⁵

tablet		case	
obv.		obv.	
A1.)	1 SAR 'É' DÙ.A	B1.)	[1 SAR] 'É' DÙ.[A]
A2.)	É °UTU- <i>ra-bi</i>	B2.)	°É °UTU- <i>r[a-bi ...]</i>
A3.)	¹ DUMU- <i>er-še-tim</i>	B3.)	¹ DUMU- <i>er-š[e-tim ...]</i>
A4.)	DUMU <i>pa-la-ir-ra</i>	B4.)	DUMU <i>pa-la-ir-[r]a</i>
A5.)	KI URU ^{ki} <i>i-ša-°am°-ma</i>	B5.)	KI <i>šar-rum(-)[(...)] i-ša-am-ma</i>
A6.)	¹ <i>ib-ni</i> - ^d MAR.TU	B6.)	¹ <i>ib-ni</i> - ^d MAR.TU
A7 B1')	¹ DUMU °UTU ¹ - <i>r[a-b]i</i>	B7.)	¹ DUMU °UTU ¹ - <i>[ra-bi]</i>
B2')	<i>ir-gu-um-[m]a</i>	A1')	<i>ir-g[u]-um-[ma]</i>
B3')	<i>ra-bi-[a-nu-(um)]</i>	A2')	<i>ra-[b]i-a-[nu-u]m</i>
B4')	ù <i>ši-bu-ut</i> [URU ^{ki}]	A3')	'ù' [š] <i>i-bu-ut</i> URU ^{rk}
B5')	<i>iz-zi-zu u[š-tam°-gi-ru-š]u-nu-ti</i>	A4')	<i>i[z]-z[š]-i-zu</i>
		A5')	<i>u[š-t]am-gi-ru-š[š]-nu-ti</i>
B6')	ŠÁM É' ù <i>'ma-na-[h]a-tim</i>	A6')	'ŠÁM É' ù <i>ma-na-'h[a]-t[im]</i>
B7')	¹ <i>ib-ni</i> - ^d MAR.TU	A7')	[2+x GÍ]N ° KÙ.BABBAR
		A8')	[¹ <i>ib-ni</i>]- ^d MAR.TU
B8')	DUMU °UTU- <i>ra-bi</i>	lo.e.	
B9')	' <i>a-na</i> DUMU- <i>er-še-tim</i>	A9')	[DUMU °U]TU- <i>ra-bi</i>
lo.e.		A10')	[<i>a-na</i> D]UMU- <i>er-še-tim</i>
B10')	DUMU ° <i>pa-la-ir-ra</i>	rev.	
B11')	'2'[+x GÍ]N 'KÙ.BABBAR' [IN.NA.AN.L]Á?	A11')	¹ DUMU ¹ [<i>pa-la-ir-ra</i>]
rev.		A12')	<i>iš-q[u°-ul ...]</i>
B12')	INIM.BI 'AL',[TIL]	A13')	INI[M.BI AL.TIL]
B13')	'U ₄ '[KÚR.ŠÈ LÚ.LÚ.RA INIM NU.ĜÁ.Ĝ]Á?	A14')	U ₄ '[KÚR.ŠÈ LÚ.LÚ.RA]
B14')	M[U ... ù <i>sa-am-su</i>]- <i>i-lu-na</i>	A15')	I[NIM NU.ĜÁ.ĜÁ?]
B15')	[IN.PÀD.(MEŠ)]		<i>[about 4 broken lines]</i>
	(a number of lines hidden by the case ⁶)	A1'')	I[GI ...]
A1')	IGI <i>ia-d[a°-ah°-...]</i>	A2'')	I[GI ...]
A2')	DUMU <i>a-hi-ir-[-...]</i>	A3'')	I[GI ...]
A3')	^{iti} ZÍZ.A U ₄ 1.KAM	A4'')	I[GI ...]
up.e.			
A4')	mu uĝnim(KI.SU.'LU',[Š]È.NÍĜ)		
A5')	<i>a-da-ma-[r]a-aš</i>		
	(-)		

⁵ For the autographs see Fig. 1–2. In order to avoid confusion, the transliteration uses the line numbering of YOS 12, 321 for YBC 4479 (A).

⁶ One wonders if the corresponding lines could be revealed by using an X-ray micro CT-scanner, such as in the case of the recent – and successful – attempts described in Ngan-Tillard – de Boer 2018 and Siddall – Raymond – Bevitt 2018.

FIGURE 1. YBC 4479+10839 tablet. © Zs. J. Földi.

FIGURE 2. YBC 4479+10839 case. © Zs. J. Földi.

FIGURE 3. YBC 4479+10839 seal impressions. © Zs. J. Földi.

seals⁷

- 1.) *in-bu-[-ša]*
 [DU]MU ARAD-^dMAR.[TU]
 [A]RAD NÍĜ ^dAN.MAR.[TU]
- 2.) *[i]b²-ni-^dMAR.[TU]* (inscription 1.1×? cm)
^rDUMU¹ *a-ḫa-am-nir-[-ši]*
 ARAD ^drAN¹.MAR.T[U]
- 3.) ^dEN.ZU-*a-bu-š[u]*

Transcription

1 mūšar bītam epšam bīt Šamaš-rabi Mār-eršetim mār Pala-Irra itti ālim/šarrum(-...) išām-ma Ibni-Amurru mār Šamaš-rabi irgum-ma rabiānum u šībūt ālim izzizū uštamgirūšunūti

šim bītim u mānaḫātīm (case: 2+ šiḫil kaspam) Ibni-Amurru mār Šamaš-rabi ana Mār-eršetim mār Pala-Irra (tablet: 2+ šiḫil kaspam) išqul. awāssu gamrat. ana matīma aḫum ana aḫim lā irag-gamu nīš ... u Samsu-ilūna itmū

Translation

1 sar (= 36 m²) of built house, the house of Šamaš-rabi: Mār-eršetim, son of Pala-Irra bought it from the city (tablet) / from the king (or: Šarrum-[-...]) (case).

Ibni-Amurru, son of Šamaš-rabi, brought a suit (against Mār-eršetim). The mayor and the Elders of the city were present (lit. ‘standing’) and made them come to a mutual agreement.

(As) purchase price of the house and the (costs of the) improvements, Ibni-Amurru, son of Šamaš-rabi, paid to Mār-eršetim, son of Pala-Irra, 2+ shekels of silver. Its transaction is complete. They swore by ... and Samsu-ilūna that one will never bring a suit against the other.

Before ...; before ...; before ...; before Yadaḫ(?)–..., son of Aḫī–....

Month XI, the 1st day; the year: ‘The army of Adamaraš’ (= Si 10).

Seals: Inbuša, son of Warad-Amurru, the servant of An-Martu. Ibni(?)–Amurru, son of Aḫam-nirši, the servant of An-Martu. Sîn-abūšu.

Philological notes

A1, A4’–5’: the damage of the signs É, LU and RA shows that a small fragment of YBC 4479 broke off and has been lost since it was copied by Feigin.

A5//B5: While the tablet has ‘the city’, the case offers *šarrum*(-)[...]. In view of the fragmentarily preserved nature of the latter, three interpretations of its fifth line are possible:

a) *šar-rum* might designate the king. Sales of immovables by Old Babylonian kings have recently been studied in detail by D. Charpin.⁸ Immovables without an owner (e.g., those of extinct families) could be assigned to a new owner by either the city or the king. This suggests that at least in some instances the city administered not only its own land but royal estates as well.⁹ The average length of the lines on the case discourages restoring any text between *šarrum* and the verb.

⁷ See Fig. 3.

⁸ Charpin 2018.

⁹ Földi 2018, 479–480.

Grammatically, however, one would expect *šarrim* in the genitive, i.e. KI *šar-ri-im*, just as in the royal land sale contracts BDHP 28: 11 and CT 45, 121: 7 (both from Sippar).¹⁰ Some other documents from the Old Babylonian period, in fact, show *šar-rum* where *šarrim* is expected:¹¹ whether these should be explained as the use of a rare syllabic value *rim₅*(AŠ),¹² as an ‘honorific nominative’,¹³ as a false case-ending (‘Kasusfehler’) or as an eventual use of *šar-rum* as a ‘Quasi-Logogramm’ for ‘king’ (i.e. irrespective of the actual grammatical case), it is quite possible that the house in YOS 12, 321+ was sold by the king, be he Ḫammurāpi or Samsu-ilūna.

b) *šar-rum* might be the first component of the name of the city, such as Šarrum-laba.¹⁴ However, against this interpretation is the fact that similar documents with a town occurring as seller do not as a rule mention it by name: disregarding references to ‘the mayor of GN’ and ‘the Elders of GN’, the only certain exception to this pattern known so far is MHET 2/1, 96 (‘the city of Tuḫāmum’).¹⁵ Furthermore, since Inbuša, who sealed YOS 12, 321+, was identified in VS 29, 19 (Si 25/12/17): 10 as one of the Elders of Kār-Šamaš (see below),¹⁶ it is likely that the seller, if a city, was Kār-Šamaš.

c) *šar-rum* might belong to the name of a person, i.e. a member of the group representing the city and acting as seller. Whenever there is only one person leading ‘the Elders of the city’, he usually turns out to be the mayor (*rabiānum*) of that town.¹⁷ In YOS 12, 321+, the restoration of *šarrum*-[...] would most probably result in a theophoric name of the type Šarrum-DN, ‘DN is king’.¹⁸ A mayor whose name begins with *šarrum*- is so far unknown.¹⁹ One might assume that Šarrum-DN was a by-form of the more common ^mDN-šarrum (its female equivalent being ^fDN-šarrat), but there is no prosopographical evidence to confirm this. The two forms, in fact, can appear (and thus be differentiated) in one and the same text.²⁰ For this reason, the appearance of an Adad-šarrum, son of Šamāyatum as witness in the Kār-Šamaš text VS 29, 19 (Si 25/12/17): 39²¹ should not be connected with *šarrum*-[...] in YOS 12, 321+.²²

¹⁰ For recent editions of these two documents see [Charpin 2018, 115–116](#) and [117–118](#), respectively.

¹¹ Some examples: AbB 12, 172: 14’ (explained by [Worthington 2012, 193](#) as an ‘honorific nominative’); mostly in the expression *šimdat šarrim* ‘royal decree’: RA 63, 189f. = StD 11, 164: rev. 10’ (Edict of Ammī-šadūqa §4, compare [Kraus 1984, 146](#) n. 287); BIN 7, 208: 13 and 209: 13; JCSS 2, 36: 15(!); RSO NS 82 Suppl. 1, 37: 10 (cf. also 49: 12).

¹² See [von Soden – Rölliġ 1991, 1](#) no. 1. Disregarding the aforementioned cases of *šar-rum*, their only example was Sumer 7, 154ff.: rev. 13’, a mathematical text from Šaduppūm; this may be supplemented by YOS 13, 10: 1 (*eqlam ana ḫa-ra-rum*, see [Lieberman 1977, 111](#) n. 348) and AbB 1, 135: 38 (*ana eqlim ma-ka-rum*). As for OBTIV 114: 2, Greengus’s (1986, 3) reading /rim₅/ was discarded by Dalley (1989, 642).

¹³ See [Worthington 2012, 190–198](#), esp. [193](#) for Old Babylonian examples.

¹⁴ On that town in the Sippar region see [De Graef 2002](#) and [Stol 2004, 801](#) with n. 1097.

¹⁵ For an overview of the corpus of real estate sales by the local authorities see [Charpin 2005, 140–142](#).

¹⁶ See [Charpin 2005, 144](#) n. 52. The same individual occurs as witness in YOS 12, 556: case ‘34’.

¹⁷ A notable exception is VS 29, 19 (Si 25/12/17), where the leading person is designated as *laputtūm* (NU.BĀNDA) ‘overseer’. Prosopographical evidence from Kutalla shows that the same individual could be referred to as ‘mayor’ (*rabiānum*), *rabi sikkatim*-official and NU.BĀNDA (PA) at the same time, see [Charpin 1980, 191–193](#).

¹⁸ Compare [Bowes 1987, 1225–1228](#); see also [Nakata 1995, 241](#).

¹⁹ Compare [Seri 2003, 236–250](#).

²⁰ For some examples see Archibab 1, 3; CT 33, 28; MHET 2/6, 870. AbB 13, 136 is a letter sent by a Šarrum-Adad: he makes mention of an Adad-šarrum whom he had sent to the addressee. These attestations do not point to a male/female differentiation (on such names see [Durand 1988, 395](#) and [Charpin 1993, 88](#)).

²¹ The seal of the same individual appears on VS 18, 17 (collated; see below).

²² A mayor called Adad-šarrum appears in TJDB pl. 47 MAH 16.414 (Si 04²/01/25), but prosopography does not suggest a connection with the Kār-Šamaš texts.

B5'//A5': The space in B5' is too little to restore *u[š-ta-am-gi-ru-š]u-nu-ti*.²³ As the case appears to have *-tam*-,²⁴ it is not necessary to emend *-am*- on the tablet either.

B9': The new fragment confirms *ana Mār-eršetim* (as suggested by Charpin) and thus excludes Fortner's *ana Ibni-Amurrum*.

A1'–4'': Interestingly, the indentation on the case was discarded for the list of witnesses. For a similar case see VS 13, 63a (from 'Larsa').

Seal 1: Unpublished impressions of the same seal can be found on VS 29, 19 (collated; see below).

Seal 2: Epigraphically, both *[l]b-ni*- and *[š]i-lí*- are possible. Since the PN Šillī-Amurrum is not attested in documents from the Sippar region, the former restoration is preferred.

Seal 3: The proportions of the imagery make it unlikely that a DUMU sign preceded the preserved name. One must therefore assume that Sîn-abūšu was the name of the (original) seal owner. Whether or not he was identical to Sîn-abūšu, whose son Sîn-eribam witnessed the Kār-Šamaš documents MHET 1/1, 1 (Si 30/10/10)²⁵ and YOS 12, 537 (Si 30/[11']/20), cannot be determined. It likewise remains unclear whether or not the inscription had any further lines.

Archival and prosopographical background

As already mentioned, prosopography strongly suggests that this document originates from Kār-Šamaš,²⁶ a military establishment to the northwest of Sippar (Abu Habbah).²⁷ It belongs to a file related to the activities of Ibni-Amurrum, son of Šamaš-rabi, the protagonist in YOS 12, 321+, and those of his family.²⁸ Although it is striking to find Ibni-Amurrum's seal impression on a document purportedly from his own archive (YOS 12, 536, see below), parallel cases from regular excavations show that this was at least sometimes possible.²⁹ What follows is a list of documents in which Ibni-Amurrum, son of Šamaš-rabi and Mār-eršetim, son of Šamaš-rabi appear:³⁰

²³ Cf. Fortner 1996, 888; Charpin 2005, 144 n. 52 and Dombradi 2007, 264 n. 108; compare also Dombradi 1996, II, 24 and n. 2545.

²⁴ For the same spelling see RA 91, 138f.: 38.

²⁵ Note that MHET 1/1, 1 was sealed by Sîn-eribam, but the poorly preserved impression has not been published; only a kišib-caption reveals this (Van Lerberghe – Voet 1991, 148 S. 7).

²⁶ See van Koppen 2003-2004, 387 and Charpin 2005, 144; cf. Dombradi 1996, II, 359 'Unb. 14' and Seri 2005, 88, 150 and 157 (unknown/uncertain provenance), Fortner 1996, 888 (southern Babylonia). As emphasized by van Koppen, this does not necessarily mean that the tablet itself was found there: it probably comes from Sippar.

²⁷ On Kār-Šamaš near Sippar see Dekiere 1989, 9. On other cities of the same name see now Boivin 2015 and Fiette 2017 (with earlier literature).

²⁸ For a list of the related documents see van Koppen 2003-2004, 387 with Charpin 1981, 542; for a presumably relevant document known from the scribal education (YBC 13521) see Wagensonner forthcoming. Beckman's (2000, 56 and 209) reference to unpubl. YBC 10655 implies that the tablet belongs to the same group. A photograph kindly provided by K. Wagensonner reveals that this is not the case: This text, dated to Ḫa 38/09⁽¹⁾, is a loan of barley from Bēlessunu, the *nadītum*-priestess to Sîn-māgir, son of Warad-Šamaš. The first witness was Ipqu/Ipiq(SIG)-DN, son of Ḫa[...], the names of the remaining witnesses are either lost or hidden by the case fragment adhering to the tablet. While Bēlessunu, daughter of Mār-Sippar, attested in YOS 12, 536 is indeed the only *nadītum*-priestess of this name in the YOS 12 texts (see Feigin 1979, 30), there were several others called Bēlessunu. On Bēlessunu, daughter of Ikūn-pî-Sîn see Harris 1962, 4; for three more *nadītum*-priestesses of the same name see Malul 1991, 238. The case fragment of unpubl. YBC 10655 may preserve the father's name as *a-di-m[a-ti]*-DN].

²⁹ See, for instance, the seal of Ur-Utu on tablets from his own archive (Van Lerberghe – Voet 1991, 157–159).

³⁰ G. Kalla (pers. comm.) assigned unpubl. BM 13126 (96-3-28, 217) to the same dossier. That document is an account of wool(?), delivered by 22 men (Figulla 1961, 89). Whether YOS 13, 421 belongs to the same

Text	Date	Contents
YOS 12, 321+ (YBC 4479+10839)	Si 10/11/01	<p>Ibni-Amurru, son of Šamaš-rabi purchases his father's former house (36 m²) from Mār-eršetim, son of Pala-Irra, who had bought it from the city (var.: from the king), for 2+ shekels of silver.</p> <p>Witnesses: (...); Yadaḥ(?)–..., son of Aḥī-[...].</p> <p>Seals: Inbuša, son of Warad-Amurru, the servant of An-Martu. Ibni(?)–Amurru, son of Aḥam-nirši, the servant of An-Martu. Sîn-abūšu.</p>
YOS 12, 549 (YBC 4922)	Si ? ³¹ /06/06+	<p>Šamaš-ilī, son of Pilaḥ-Adad loans [x] shekels of silver from Mār-eršetim, son of Šamaš-rabi, to buy reed mats.</p> <p>Witnesses: Tarībatum, son of Iddiyyatum; Sîn-eribam, son of Na-x-da-[...]; Liwwir-Bābilim.</p> <p>Seals: (unpublished).³²</p>
YOS 13, 470 §6	Si 25 (Si 30+)	<p>Ibni-Amurru, son of Šamaš-rabi purchases a field (21600 m²) in the Ašukum meadow on the Euphrates, with tower and kishaḥ plot from Narāmtani, the <i>nadītum</i>-priestess of Šamaš, daughter of Mannum-kīma-Sîn.</p> <p>(Neighbours: the Euphrates, the field of Ilī-iddinam, the [Ḥa-ru-mālik canal] and the Balala channel.)</p>
VS 29, 19³³ (VAT 749 +VAT 2104 +VAT 2133 +VAT 2163 +VAT 3672 +VAT 3673 +VAT 3674)	Si 25/12/17	<p>Mār-eršetim, son of Šamaš-rabi purchases a kishaḥ plot (108 m²) from Nakarum, the <i>laputtū</i>-overseer; Marduk-nāšir, son of Apil-ilīšu; Qaqqadum, son of Aḥum-waqar; ...-Araḥtu(?), son of Šu-Nintu; Inbuša, son of Warad-Amurru; Paluḥ-rigimšu and KUya'ūm, the sons of Ibni-Adad; Ilī-imguranni, son of Mār-eršetim; Ilšu-ibnišu, son of Bēlšunu; Iddin-Sîn, son of Annum-pīša; Mār-eršetim, son of Šamaš-massū; Ibni-Amurru, son of Ḥāzirim; Awīl-Adad, son of ...; Ḥurrurum, son of Sîn-māgir; Tappa-wēdim, son of Ipquša; Kī-maruš, son of Pala-Irra; Ipqu-Ištar, son of Ballallu(?); ...; Ilī-ippalsa(?), son of Bēlšunu; Ilšu-bāni, son of Sîn-iqīšam, (case adds: ..., the mayor(?) ...; Šamaš(?)–nāšir, son of Ali-waqrum) and many (others) of the Elders of Kār-Šamaš, for 7 shekels of silver.</p> <p>(Neighbours: Kī-maruš, son of Pala-Irra; Balāya; the street;)</p> <p>Witnesses: Ilšu-abūšu, son of Waqar-awīlum; Adad-šarrum, son of Šamāyatum; Amurru-nāšir, son of Šamaš-nāšir; Aplatum, son of Mār-eršetim; KURtum, son of Ipqatum; Pirḥum, son of Mār-Ištar; Annum-pī-labrat, scribe.</p>

group or not cannot be determined (van Koppen 2003-2004, 387 n. 43).

³¹ See Horsnell 1999, II, 234–235.

³² Beckman 2000, 53.

³³ Collated; for an edition see Charpin 2005, 134–136.

Text	Date	Contents
VS 29, 19 (continued)	Si 25/12/17	Seals: Aplatum, son of Mār-eršetim, the servant of An-Martu. Iddin-Sîn, son of Annum-pîša, the servant of An-Martu. [...]erība, Qaqqadum, son of Aḥum-waqar, the servant of An-Martu. Paluḥ-rigimšu, son of Ibni-Adad, the servant of Adad(?). Inbuša, son of Warad-Amurru, the servant of An-Martu.
VS 18, 17³⁴ (VAT 5998)	Si 26/09/25	<p>KURtum, son of Ipqatum purchases a kislaḥ plot (54 m²) from Ilšu-ibnišu, the mayor of Kār-Šamaš; Qaqqadum, son of Aḥum-waqar; Iddin-Bunene, son of Šu-Nintu; Paluḥ-rigimšu and KUya'ûm, the sons of Ibni-Adad; Nakarum, son of Warad-Amurru; (case adds: Kī-maruš, son of Pala-Irra;) Iddin-Sîn, son of Annum-pîša; Sîn-iqīšam, son of Ḫadna(?) -ilī; Mār-eršetim, son of Šamaš-massû; Ipqu-Ištar, son of Ballallu(?); Bēlānum, son of Abāyatūm and many (others) of the Elders of Kār-Šamaš, for 2 1/2 shekels of silver.</p> <p>(Neighbours: a house that the buyer had bought from the city in Si 25; the street; a broad street and a plot of the city.)</p> <p>Witnesses: (case adds: Mār-eršetim, son of [Šamaš-rabi];) Ilšu-abūšu, son of Waqar-awīlum; Ilī-imguranni, son of Mār-eršetim; Ilšu-ibnišu, son of Bēlšunu; Mār-eršetim and (Ḫ)āšibum, the sons of Aqbaḥum; Amurru-nāšir, son of Šamaš-nāšir; Attāya, the goldsmith, son of Šummuḥum;</p> <p>(case adds: Aplatum, son of Mār-eršetim;) Tarībum, son of Ilī-iqīšam; Annum-pī-Ilabrat, scribe.</p> <p>Seals: Adad-šarrum, son of Šamāyatūm, the servant of An-Martu. Aplatum, son of Mār-eršetim, the servant of An-Martu. Mār-eršetim, son of Šamaš-rabi, the servant of S[în]. The seal of Tarībum. KUya'ûm,³⁵ son of Ibni-Adad, the servant of Adad. Irra-muballit, son of Ḫāzīrum, the servant of Lugal-Gudua and Iddin-Sîn, son of Annum-pîša, the servant of An-Martu. ..., son of ..., the servant of S[în](?) and An-Martu. Mār-eršetim,</p>
YOS 13, 13 §1 (YBC 4976)	Si 28/07/26 (Aš 01/04/24)	<p>Mār-eršetim, son of Šamaš-rabi purchases a kislaḥ plot (57 m²) on the [...] street from Narāmtani, the <i>nadītum</i>-priestess of Šamaš and Sîn-ublam, son of Nabi-Sîn, for 26 shekels of silver.</p> <p>(Neighbours: the buyer; Sîn-ippalsam, son of Aḥam-nirši; the Uraš street; the house of the sellers; the Abubāya street.)</p>

³⁴ Collated; see Földi forthcoming. For an edition see Charpin 2005, 136–139.

³⁵ Colbow's (1996, 53 no. 6) description reveals that this must be identical with an unpublished seal on VS 18, 17 (collated); see Földi forthcoming.

YOS 13, 13 §2 (YBC 4976)	Si 29/01/10 (Aš 01/04/24)	Mār-eršetim, son of Šamaš-rabi purchases a kislaḥ plot (108 m ²) from Sîn-ublam, son of Nabi-Sîn, for 50 shekels of silver. (Neighbours: Sîn-ippalsam, son of Aḥam-nirši; the buyer; the Uraš street.)
JCS 31, 142 no. 15 (ULI -)	Si 29/06/12	Mār-eršetim, son of Šamaš-rabi, Šamaš-nāšir and ... deliver 12 shekels of silver to Babylon. Witness: Ilšu-abūšu, son of Waqar-awilum. Seals: (unpublished).
YOS 12, 536³⁶ (YBC 4981)	Si 30/08/[?]	Ibni-Amurru, son of Šamaš-rabi exchanges a house (36 m ² ; neighbours: Ibni-Amurru; Ilī-awilim and Ilšu-bāni, the sons of Mār-Sippar, son(?) of Sîn-adallal; ³⁷ the street; Paluḥ-rigimšu) with Bēlessunu, the <i>nadītum</i> -priestess of Šamaš and daughter of Mār-Sippar, for a house (36 m ² ; neighbours: the ... courtyard in Kār-Šamaš; Ibni-Amurru, son of Šamaš-rabi; the street) in Kār-Šamaš. Witnesses: Ilšu-ibnišu, the mayor of Kār-Šamaš; Ipqu-Annunītum, son of Ali-bānišu; Ipqu-Aya, son of Šamaš-tappēšu; Ibbi-Šamaš, son of Nanna-manšum(!); KUya'ūm, son of Ibni-Adad; Aplatum, son of Mār-eršetim; Pirḥum, son of Mār-Ištar; Annum-pī-labrat, scribe. Seals: Ibni-Amurru, son of Šamaš-rabi, the servant of Sī[n] and An-Martu. Ilšu-ibnišu, son of Mār-eršetim, the servant of Ipqu-Annunītum, son of Ali-bānišu, the servant of the Ebabbar. The seal of Ibbi-Šamaš. Ipqu-Aya, son of Šamaš-tappēšu, the servant of the Ebabbar. KUya'ūm(!), ³⁸ son of Ibni-Adad, the servant of Adad. Pirḥum, son of Mār-Ištar, the servant of An-Martu. Aplatum, son of Mār-eršetim, the servant of An-Martu. ..., son of Tarībatum, the servant of Nabûm.
YOS 12, 537 (YBC 4222)	Si 30/[11?]/20	Ibni-Amurru, son of Šamaš-rabi purchases a house ([...] m ² , 'the rest of the house that was left') in Kār-Šamaš from Ilī-awilim and Ilšu-bāni, the sons of Mār-Sippar, for 10 shekels of silver. (Neighbours: the buyer; the street; Paluḥ-rigimšu.) Witnesses: Marduk-nāšir, the mayor of Kār-Šamaš; Ibbi-Šamaš, son of Nanna-manšum(!); Ilšu-ibnišu, son of Mār-eršetim; KUya'ūm, son of Ibni-Adad; Sîn-erībam, son of Sîn-abūšu; Annum-pī-labrat, scribe. Seals: (unpublished). ³⁹

³⁶ For a transliteration see Colbow 1996, 60.

³⁷ Read DUMU.MEŠ DUMU-ʿZIMBIR^{ki} [(DUMUʿ) ^dE]N.ZU-a-da-làl; discard Colbow's (1996, 60): [r]ʿ-ba-a-tá-am.

³⁸ See note 25 above.

³⁹ Beckman 2000, 27.

It has been assumed that Ibni-Amurru, son of Šamaš-rabi, and Mār-eršetim, son of Šamaš-rabi, were brothers.⁴⁰ Although this is certainly possible and to some extent even probable, it cannot be confirmed with absolute certainty: while the former described himself as ‘servant of Sī[n] and An-Martu’ in his seal inscription,⁴¹ the latter referred to himself as ‘servant of S[īn]’,⁴² and it cannot be determined whether or not there was a fourth line adding ‘and An-Martu’.⁴³ Furthermore, it is striking to see that neither Ibni-Amurru nor Mār-eršetim witnessed any of the other’s real estate contracts, as many parallels would lead one to expect. Should the unpubl. YBC 13521 preserved in scribal education imply that Ibni-Amurru had two brothers called Mār-eršetim and Mār-Purattim,⁴⁴ the reason for this negligence might be the legal debate between them.

It is possible that Iltāni, daughter of Ibni-Amurru, to whom a certain Narāmtani, daughter of Etel-pī-Marduk, had granted a field,⁴⁵ was the same Ibni-Amurru’s daughter. The same might apply to Lamassāni, the *nadītum*-priestess of Šamaš and daughter of Ibni-Amurru, as well as to her brother Bēlšunu.⁴⁶ As Ibni-Amurru was a very common name, and Ibni-Amurru, son of Šamaš-rabi was still active by the end of Si 30,⁴⁷ the latter identification is rather unlikely.

Legal interpretation

What did happen to the house discussed in YOS 12, 321+? To sum up the facts, Ibni-Amurru, son of Šamaš-rabi bought a house that once belonged to his father but was sold by the city to a certain Mār-eršetim. It was presumably Mār-eršetim from whom Ibni-Amurru claimed his father’s house. The local authorities, i.e. the mayor and the city elders, assumed the task of mediating between the two parties. As a result of this mediation, Ibni-Amurru could acquire the house by paying the original purchase price and what Mār-eršetim had spent on the house since. Although the wording of the document does not follow the usual pattern of purchase documents, it had the same function, namely, it served as a deed of ownership.

Our understanding of the legal background depends on the reconstruction of the untold part of the story. For A. Seri this text ‘lets us suspect that the circumstances under which the city sold a house might not have been transparent’.⁴⁸ She further envisages a conflict between an assumed general assembly, i.e. which sold the house, and the mayor and the city elders who had revoked a sale.⁴⁹

Interestingly, the house is said to have been sold not by Šamaš-rabi himself, but by the local authorities (var. the king, see below). Still, the contract stipulates that it was Šamaš-rabi’s house. How is this seeming contradiction possible? Trial documents usually begin with a clause ‘concerning (the house etc.) that ...’ (*aššum* ...) summarising the history of the property under discussion. This description sometimes contains information that actually results from the trial itself,

⁴⁰ See [van Koppen 2003-2004](#), 387.

⁴¹ YOS 12, 536 seal 1 with [Colbow 1996](#), no. 1.

⁴² VS 18, 17 seal *3.

⁴³ On family gods and their importance for the reconstruction of family trees see [Charpin 1990](#).

⁴⁴ See [Wagensonner forthcoming](#).

⁴⁵ YOS 13, 470 §7. The register itself is undated but reveals that the bequest took place in Si 30.

⁴⁶ See MHET 1/1, 1 (Si 30/10/10) and 2 (Si 30/10/15).

⁴⁷ See esp. YOS 12, 537, dated to Si 30/[11?]/20 (also [Charpin 2005](#), 138 n. 7).

⁴⁸ [Seri 2005](#), 88.

⁴⁹ [Seri 2005](#), 88 and 155; also [Stol 2007](#), 214.

i.e. details that have been ascertained or confirmed by the legal investigation.⁵⁰ This does not necessarily apply to YOS 12, 321+, as this document does not begin with *aššum* ‘concerning’. Could the city sell a house as if it was its own property? Such a flagrantly act on the part of the city seems implausible. But why did Šamaš-rabi not sell his house himself?

It can be assumed that at the time of Šamaš-rabi’s death his sons were still very young. Although the sale took place an unspecified amount of time before Si 10 (the date of YOS 12, 321+) and the corresponding purchase contract is lost, this assumption finds some corroboration in the span of time between Si 10 and the later documents in which Ibni-Amurru acquired real estates (Si 25 and Si 30). If one does not want to accuse the local authorities of depriving the family of its house and selling it as their own, one might assume that the city undertook a kind of guardianship of Šamaš-rabi’s children⁵¹ and sold some of their estates in order to repay Šamaš-rabi’s debts.⁵² One may compare the case described in the trial document VS 13, 89 (‘Larsa’):⁵³ the local authorities decided that the deceased debtor’s house should be given to the creditor as a pledge for an unpaid debt of ten kor (= 3000 l) of barley. The contract further stipulates that the debtor’s son, should he lay claim to the house and pay his father’s debt, would get the house back. As the loan itself was interest-free (*usātum*), no interest would be charged. In YOS 12, 321+, however, the verbs used imply that Mār-eršetim could not be the creditor himself: he ‘bought’ (*išām*) the house from the town and it was not ‘given’ to him.

With respect to Ibni-Amurru, the situation is reminiscent of estates sold by the father and, later on, redeemed (*paṭārum*) by his son.⁵⁴ On the one hand, neither Mār-eršetim nor the local authorities seem to have had doubts about Ibni-Amurru’s right to buy his father’s house back.⁵⁵ The debate might be rather about whether or not Mār-eršetim should be compensated for the costs of the improvements he had made to the house. Nothing implies that the town was to compensate Ibni-Amurru for an unlawful sale of his father’s house; the city seems to have acted as mediator instead of being involved as a party.

It is therefore to be assumed that Mār-eršetim’s purchase of Šamaš-rabi’s house was legal. But how could the city act in the name of Šamaš-rabi’s family? Field rental contracts show that the Elders of a city could act on behalf of the field owner: in YOS 13, 490 (Ad 12/08/20),⁵⁶ the elders of Kār-Šamaš rented out a corvée worker’s field to princess Iltāni.⁵⁷ In spite of this, it is hard to imag-

⁵⁰ Földi 2018, 403–404. Compare, for instance, the introduction of CHJ, HE 143 = RA 11, 178: ‘concerning Aḫāssunu whom Dadāya, son of Nūr-ilīšu, the manager of herds had taken from Qullupat, her wet nurse, at the opening of the city gate of Larsa’.

⁵¹ Compare RA 85, 48 no. 23 = MHET 2/3, 420 (Si 11/05/01), where the guardianship of the children of a certain Māri-Amurru was entrusted to a man called Apiyyatum. Among the witnesses one finds a field surveyor (*abi ašlim*) and the Overseer of the Ward (*wakil bābtim*); this implies some public interest in the matter.

⁵² Alternatively, the family might have been considered extinct (with Ibni-Amurru appearing later), but this is unlikely in the case of a well-established family, as the purchase contracts imply.

⁵³ Ed. Földi 2018, 243–248.

⁵⁴ See Veenhof 1999, 609–616 and Westbrook 2003, 406–407 §7.5.1.; for examples see CAD P (2005), 294–295. An Ippu-Lisi from Larsa notoriously reclaimed the property sold by his father and his uncle; to the already known YOS 12, 353 at least three documents of this kind can be added (Földi 2018, 590–593).

⁵⁵ Otherwise, as emphasized by Seri (2005, 88), the authorities might have punished Ibni-Amurru for claiming without legal grounds.

⁵⁶ Ed. Pomponio 1978, 87–88 no. 34.

⁵⁷ The situation appears to have been similar in YOS 13, 491 (Ae ‘u’/05/12). Another field in Kār-Šamaš assigned to corvée workers (i.e. not reed carriers, as the edition suggests) is mentioned in AbB 7, 110.

ine that the same could apply to land sales as well.⁵⁸ None of the corresponding sale documents with the city acting as seller suggest this.

In view of the problems discussed above, the easiest and most likely solution is to assume that it was Šamaš-rabi himself who sold his house to the city. This circumstance, since it was irrelevant to the current legal situation, was left unmentioned in YOS 12, 321+. Ibni-Amurru could not reclaim the sold property from the original buyer (i.e. the city); instead he had to reclaim it from the current owner. Whether or not the first sale occurred because of economic duress and its re-acquisition found support in an edict of Samsu-ilūna⁵⁹ cannot be determined.⁶⁰

Besides the prosopographical data, the most important detail the new fragment adds is the alternative description of the seller. In spite of a degree of uncertainty, it is still the most likely interpretation that the king was named in this role (see above). But how could a house be sold by the king and by the town at the same time?

One possible explanation is that certain royal holdings could have been administered by the local authorities and this circumstance might have led to uncertainty as to the corresponding ownership rights.⁶¹ Since Kār-Šamaš was a major military establishment, there is a good reason to assume that most of its neighbourhoods belonged to the Palace. This assumption cannot yet be confirmed by means of textual evidence, though.

Alternatively, there are some sale contracts telling us what happened to the silver that the buyer paid to the city as purchase price. The local authorities used this financial source to reimburse their debts to the state, which had accrued as a result of insufficient performance in construction works: this deficit presumably made it necessary to supplement the workforce with hired workers, the costs of which were charged to the town. The following three documents are relevant in this respect:⁶²

text	date	town	sum of silver	arrears resulting from
MHET 2/6, 871	Si 22/04/10	? ⁶³	7 shekels	corvée work at the (construction) works at the new channel (E GIBIL) of Yamutbālum
VS 29, 19	Si 25/12/17	Kār-Šamaš	7 shekels	corvée work at the (construction) works at the diversion (<i>takkīrum</i>) of the Araḫtum canal
VS 18, 17	Si 26/09/25	Kār-Šamaš	2 1/2 shekels	corvée work at the (construction) works at Dūr-Apil-Sîn

VS 18, 17 further explains that the buyer did not pay the silver to the city, but – on behalf of the city (*ana pīḫat ālim*) – directly to a certain Egatum, whom the silver was assigned to (i.e. by the Palace) for collecting. VS 29, 19 stipulates that the buyer weighed out the silver in order to pay the Palace (*ana apāl ekallim išqu*). Why have these stipulations been included in contracts of private

⁵⁸ As assumed by Seri (2005, 150).

⁵⁹ On the largely unpreserved edict of Samsu-ilūna in Si 08 see Kraus 1965 and 1984, 154–160.

⁶⁰ See esp. Veenhof 1999, 613–616.

⁶¹ The assignment of ownerless lands by the town or by the king has been discussed in the author's thesis (Földi 2018, 475–482).

⁶² See van Koppen 2003–2004, 387; Pecha 2004; Charpin 2007, 177 and most recently Stol 2015, 33–34 with n. 27.

⁶³ The mention of the deity Bēl-šarḫim points either to Bašum or to Ḫirītum (see van Koppen 2003–2004, 387 n. 41; Charpin 2005, 141 with n. 33 and Stol 2015, 33 n. 27).

nature? Since the one who received the purchase price was not identical to the seller, the buyer certainly felt the need to secure his rights in order to avoid future debates.

To what extent the shortage of workforce and the difficulties in collecting the arrears became typical in the reign of Ḫammurāpi's son cannot yet be established with certainty, but they certainly contributed to what Stol described as 'king Samsu-ilūna's financial problems'.⁶⁴ The new text published by Stol (*Anatolica* 41, 24f.) is dated to Si 22 and deals with arrears from the year Si 12. As Stol concludes, '[a]rrears were an eternal problem in the Babylonian administration',⁶⁵ often recorded throughout several years, sometimes over a decade or even more. Further examples show that the situation earlier in the reign of Samsu-ilūna was not much different.⁶⁶

To sum up, there is enough evidence to suggest the following sequence of events: Šamaš-rabi sold a house plot to the city of Kār-Šamaš. The local authorities sold the same estate to Mār-eršetim. Either the property of the city of Kār-Šamaš was, in fact, the king's property or the city made Mār-eršetim pay the purchase price to the Palace; whichever was the case, it resulted in some uncertainty on the scribe's part as to the seller's identity. It was certainly after Šamaš-rabi's death that his son Ibni-Amurru decided to reclaim his father's property. The owner was reluctant to give the house back, as he did not want to lose the money he had invested in improving the building. Through the mediation of the local authorities an agreement could be reached: in addition to the purchase price, Ibni-Amurru reimbursed Mār-eršetim's costs and took possession of his father's house.

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⁶⁴ [Stol 2015](#). The author is grateful to F. van Koppen for calling his attention to this article.

⁶⁵ [Stol 2015](#), 30.

⁶⁶ See [Stol 2015](#), 31 with examples and earlier literature.

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ON THE COVER:

Jar-like clay object (T.3860),
Sulaymaniyah Museum. See pp. 21–39.

Photo: Suleymaniah Museum

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