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## NEW KIRKUK DOCUMENTS RELATING TO FAMILY LAWS

E. A. SPEISER

UNIVERSITY OF PENNSYLVANIA

### INTRODUCTORY

The work on the site of ancient Nuzi was begun by Professor Edward Chiera in the year 1925. The first campaign was conducted under the joint auspices of the Iraq Museum and the American School of Oriental Research in Baghdad. The inscriptional material brought to light in course of that expedition has been prepared for publication by Dr. Chiera. The initial volume of the first series appeared in 1927 under the title "Inheritance Texts" (Geuthner, Paris), and the remaining volumes will follow, it is hoped, in reasonably quick succession.

In the year 1927 a second campaign was started at Nuzi, led by the indefatigable Dr. Chiera, this time with Harvard University as the partner of the Baghdad School. The results proved so valuable and encouraging that the expedition has continued ever since, with Professor R. H. Pfeiffer and Mr. R. F. F. Starr as successive Directors. Recently, the University of Pennsylvania Museum has become an associate in the excavations at Nuzi. Each campaign has yielded so far a very considerable number of inscriptions, and the Nuzi tablets now constitute, as a result, one of the largest collections of cuneiform tablets dug up on a single site. The first volume of the Harvard-Baghdad School series, also by Dr. Chiera, was published in 1929 under the title "Texts of Varied Contents" (*Harvard Semitic Series*, V). It is with a group of documents contained in this recent publication that the present essay is primarily concerned.

I had the opportunity to study the contents of the Harvard volume several months before it was released, through the kindness of Professors Chiera and Lyon, who were good enough to place in my hands the original copies, and later the proof-sheets, as well as transcriptions of uncopied texts. Consequently, the 107 documents of which "Texts of Varied Contents" consists I had ready in transliteration and translation several months before the actual appearance of the copies. My original plan was to arrange the documents according to their subject matter in such groups as "Family Laws," "Security Transactions," "Court Proceedings," etc., each with a separate analytical introduction. The study was to have been prefaced with a comprehensive discussion of the grammatical peculiarities of the dialect of Kirkuk, and the

appendices were to contain a list and an analysis of the proper names together with a complete glossary. The whole would have been fairly representative of the various aspects of study offered by the Nuzi material, owing especially to the fact that the Harvard volume, upon which the entire discussion was being based, consists of records that are greatly varied in their contents. Professor Lyon expected to include the book in the Harvard Semitic Series.

However, it soon became apparent that the proposed publication would exceed considerably the limits as well as the scope of an average book. Both the grammatical discussion and the study of proper names require separate monographs. Other philological details cannot be evaluated adequately as long as thousands of Nuzi tablets still remain to be deciphered. Any attempt to discuss a given aspect of the Nuzi records with the hope of arriving at final conclusions is for the present bound to appear, under the circumstances, far more presumptuous than prudent. A series of "Vorarbeiten" will be essential before the study can be placed on a reasonably sound basis. Consequently, the original plan was discarded as entirely too ambitious.

The present paper is therefore in the nature of a tentative discussion based on a limited portion of the material published in the Harvard volume. The records selected relate more or less directly to the subject of *Family Laws*. They comprise 40 of the Harvard texts, which represent nearly one-half of the whole volume in view of the fact that a number of the records under discussion boast more than the average length. The texts fall into the following subdivisions:

1. Adoption.
  - a. Real Adoptions..... 1-8.
  - b. Sale-Adoptions ..... 9-18.
2. Settlement of Property (Wills)..... 19-24.
3. Marriage Records and Related Documents..... 25-32.
4. Miscellaneous Documents..... 33-40.

The work is divided into two parts; the first part gives a schematic presentation of the types of records in question and an analysis of their contents; the remainder contains the texts in transliteration and translation, followed by brief philological comments.

The descriptive part attempts to give a general summary of the contents from an essentially philological point of view. The numerous and intricate legal problems must be left to specialists in jurisprudence who have an Assyriological background, a group of scholars whose ranks are at present constantly increasing. A most notable contribution to the elucidation of the legal documents from the Kirkuk area has recently been made by the eminent German

jurist Paul Koschaker in his study entitled "Neue keilschriftliche Rechtsurkunden aus der el-Amarna-Zeit" (to be hereafter abbreviated as NKRA), which appeared in Leipzig in 1928. I have had occasion to refer to this work very frequently, and while I am unable to accept several of Koschaker's conclusions, I am fully and appreciatively aware of the benefits which I have derived from the above publication.

The philological notes have been reduced to the indispensable minimum. Extensive quotations would have increased greatly the size of the present essay, far beyond the space-limit of the ANNUAL. Moreover, owing to my forthcoming trip to Mesopotamia for another year's stay, there is a possibility that the thankless task of proof-reading may devolve upon a kind colleague, and verifying numerous references is apt to be a very inconsiderate legacy. Quotations from unpublished texts have been scrupulously avoided; exceptions have been made only in two or three significant instances. The following are the few abbreviations employed in this study:

- NKRA.....Koschaker, *op. cit.*  
 H.....*Harvard Semitic Series*, V.  
 Harvard.....Texts discovered by the Harvard-Baghdad School  
                     Expedition, unpublished.  
 Nuzi I.....Chiera, *Inheritance Texts*.  
 Gadd....."Tablets from Kirkuk," *Revue d'Assyriologie*  
                     XXIII (1926), 50 ff.

Other sources are cited in full. The fair-sized literature on the "Kirkuk" material is listed in NKRA pp. v-vi, 9 ff. To this may be added the writer's note on "A Letter of Saushshatar and the Date of the Kirkuk Tablets," *Journal of the American Oriental Society* 49 (1929), 269 ff.

The system of transliteration employed in the following pages is that of Thureau-Dangin, *Le Syllabaire Accadien* (1926). For additional symbols cf. NKRA p. vi, bottom. Uncertain readings, restorations, and translations are signified in italics, wherever the texts are concerned. Otherwise (notes and descriptive part) italics mark all foreign words; the numbers given to the documents included in the present paper are also printed in italics. In transcribing the determinatives, *m* indicates *man*, *f* stands for *woman*, and *c* for *city*. In all other instances the customary conventions are followed. In the translations the determinative for 'man' is omitted, but the others are included for the sake of clarity. Parentheses mark all entries that are not represented in the original text, such as numbers of lines, references to textual notes, etc.

In the transliteration of proper names, the stops are given as voiceless

unless they are definitely established as voiced, the latter being the case only with non-Hurrian names. The one exception is furnished by *gi*, which appears to have been differentiated from *ki*. In this connection it may be advisable to call attention to the fact that such transcriptions as *maḥar tupšarrum* for the corresponding Sumerian ideograms are based on passages in which the words are spelled out phonetically (*tupšar-rum*). No matter how ungrammatical a rendering may appear, the attempt has been to follow the Nuzi usage, as deducted from the majority of given occurrences, rather than to read into the text the approved Akkadian constructions.

In conclusion, a few remarks may be in place with regard to the general character of the texts contained in the Harvard volume, as compared with the remaining material from Nuzi. There have been so far three main centers from which the excavators have obtained Nuzi tablets. The first one was the house of Tehiptilla (*T*) which furnished the material for Dr. Chiera's volume of *Inheritance Texts*. The second was an adjoining house, whose most noted occupant appears to have been Zigi, son of Akkuya; the excavators designate this house as *A*. All the texts of the Harvard volume have come from a single room in *A*, evidently the library or archive chamber. The third source of Nuzi tablets, and by far the largest and most productive one of the three, has been the main tell of the place. Now it is quite natural that the records discovered on the tell, which once contained the religious and administrative centers of the city, should bear a different character from those that have been found in private buildings. Thus the Nuzi mound (Yarghan Tepe) has yielded public documents of unusual importance, as is known from the preliminary announcements on the subject; the forthcoming publication of these texts is being awaited, therefore, with the keenest interest. The tablets from the houses *T* and *A*, on the other hand, are primarily records of a private nature. Yet it would be a mistake to assume that there is a thoroughgoing similarity between the contents of the two family archives. To be sure, both houses have yielded approximately the same *types* of documents; but there is a marked and distinct difference in *proportion* as far as the actual family records of the two houses are concerned.

This is particularly apparent in the case of the adoption documents. The overwhelming majority of the so-called *marātu*-tablets from the house of Tehiptilla deal with disguised property-sales under the cover of adoption, a practice that will be described in detail in the following pages. Records pertaining to real family relations are comparatively rare. It follows that the family of Tehiptilla were principally interested, we may safely say specialized, in real estate operations. This is not the case with the house of Zigi. The number of sale-adoptions is here rather small, to judge from the tablets hitherto

deciphered; such business dealings were in this case obviously of secondary importance. Instead, the personal relations between the various members of the family receive a good deal of attention. There is among the tablets from A a fair number of records of real adoption, marriage contracts, wills, *etc.* Consequently, we are enabled through the Harvard texts to gain a much better insight into the family life in ancient Nuzi than was possible to obtain from the archives of Tehiptilla. The inhabitants of the A-house were less intent on business; they appear to have been much more interested in the personal side of family life; they reveal to us more directly and ingenuously their intimate problems and aspirations.

And thus we are warned once again that no comprehensive picture of the life of a whole community, no matter how ancient, can be based on the records of a single group; such a picture must be of necessity one-sided. In the last analysis, we cannot disregard the personal equation.\*

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\* It is the author's pleasant duty to acknowledge that he owes numerous corrections and many helpful suggestions to the painstaking editorship of Professor Henry J. Cadbury.

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23.....	74	64.....	10
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## 1. ADOPTION.

In considering the documents that deal with adoption, it is of importance to establish at the very outset the essential distinction between cases of actual adoption on the one hand,<sup>1</sup> and instances of nominal adoption on the other.<sup>2</sup> In the one class we have an actual transference of parental authority; in the other, the form of adoption is used to further other purposes. The Kirkuk documents contain both types of adoption and the present study includes an almost equal number of actual and nominal adoptions.<sup>3</sup> The two categories are treated, necessarily, under different captions.

## a. Real Adoption.

As summed up by Koschaker,<sup>4</sup> an act of adoption gives the adopted child the right to the inheritance of the property of the adoptive parent or parents; this may cover either the whole, or a specified part, of that property. By virtue of the same act the adopted child assumes the rights and obligations of the begotten children.

Before discussing such mutual rights and obligations of adoptive parents and adopted children as the present texts illustrate, it is advisable to give a schematic abstract of a Nuzi document dealing with real adoption. The following points enter generally into such a document:

1. *ṭuppi mārūti ša A; B ana mārūti ipuš (itepuš).*  
Tablet of adoption belonging to A; he adopted B.
2. *eqlāti, bitāti* (description of the property that is involved) *A ana B ittadin (iddin).*  
Lands, buildings (description of the property that is involved) A has deeded to B.
3. *šumma māru (mārū) ša A ittabši (ittabšū), ū rabū; šinnišu zitta iliqqi (iliqqū), ū B tertennu. šumma māru ša A lā ittabši, ū B ewiru.*

<sup>1</sup> Cf. especially the monograph of M. David entitled *Die Adoption im altbabylonischen Recht*, Leipzig, 1927.

<sup>2</sup> See the discussion in Koschaker, NKRA 52 ff.

<sup>3</sup> In the Kirkuk texts published prior to the Harvard volume the number of real adoptions was remarkably small; cf. David, *op. cit.* 109 f. In the Harvard volume, however, we get definite proof that Arrapha had its normal proportion of proper adoptions. It all depended on the family. The House of Puhishenui apparently specialized in land-sales as shown by the documents in Nuzi I; The Zigi family had evidently more varied interests, hence their archives afford a better-balanced picture of Nuzi life.

<sup>4</sup> NKRA 55.

If A has a son (sons) he (they) shall be firstborn <sup>5</sup> (i. e., they shall have the rights of the firstborn); a double portion he (they) shall receive, and B shall be second <sup>6</sup> (i. e., shall have the rights of the younger sons).

If A has no sons, B shall be the principal heir.

4. *adū A balṭu ū B ipallahšu.*<sup>7</sup>

As long as A is alive, B shall serve him.

5. *A māra šana nakara ina muḥḥi B lā ipuṣ.*

A shall not adopt another son in addition to B.

6. *mannummē ša ina bērišunu ibalkatu 1 manū kaspu 1 manū ḥurāṣu* (or other fine) *umallā.*<sup>8</sup>

Whoever among them breaks the contract shall furnish one mina of gold and one mina of silver (or other fine <sup>9</sup>).

- (7. *ṭuppu ina arki šūdūti ina Nuzi* (or other place) *šaṭir.*

<sup>5</sup> For *ewiru* see the discussion in NKRA 14, VI a. Koschaker reads the word *ewuru*, as the middle sign can have either value. But this appears to me less likely than the reading with *wi*, particularly in view of the possible connection of the word in question with *ni-wi-ri*, Gadd 44. 3, which is noted by Koschaker himself. The latter is evidently a synonym of *zittu*; *ewiru* means 'heir,' while *niciwu* would be 'the inheritance portion.' The word occurs also as an element in proper names, cf. e. g. *Ewira-pili*, 11. 16. The phrase *ewirumma epēku*, 2. 15 and Gadd 51. 9 has a reflexive significance 'to become heir' (see below). That the sign PI has in these texts the value *wi*, when not followed by a vowel, is shown by the writing of the common word *a-wi-ha-ri* as *a-mi-ha-ri* in Nuzi I 15. 7.

<sup>6</sup> For *tertenu* cf. 1. 11; 2. 10; 4. 15; 21. 8. That this word (Aramaism?) actually starts out with the meaning 'second,' as was suggested by Ungnad some time ago, is now definitely established by the following passage in H. 38. 3-4: *2 immerātīsal ša 4-šunu baknu, 2 immerātīsal ša 3-šunu baknu, 2 kalāmunita ḥurāpu ša tertennuti* '2 ewes which have been clipped 4 times, 2 ewes clipped 3 times, and two spring (= young) lambs that are seconds (i. e., twice clipped).' For the verb from which *hurāpu* is evidently derived cf. the fine study of Landsberger in *Archiv für Orientforschung* III (1926), 164 ff.

<sup>7</sup> For the same clause in the Middle-Assyrian adoption documents cf. Ebeling, *Keilschrifttexte aus Assur juristischen Inhalts* (KAJI) 1. 7.

<sup>8</sup> This clause corresponds to the Middle-Assyrian *ša ina bērišunu ipasiluni*. To determine the correct case in which a noun was used with an accompanying numeral in the Kirkuk texts is a very perplexing task. In fact, there does not seem to have been any appreciable uniformity in usage. Perhaps the majority of instances show a nominative in such a combination; e. g., 9. 9-11: *ū A. ana 3 awēlātipi annāti 10 šiqū (SU) kaspu šar-pu* (sic!) *iddinaššunu*; 2 *amtu damquā*, 38. 16. The use of the genitive as in 1 *imēr qūlī an-ni-i ukāl*, 3. 13, is rarer. It seems necessary, therefore, to retain in all such phrases the nominative, except where the texts indicate otherwise in full spelling. The documents published in KAJI show the same treatment with but rare exceptions; cf. e. g., 3 *manū šar-pa*, ib., 7. 15, where the accusative is logical enough.

<sup>9</sup> See below.

The tablet was written after the proclamation<sup>10</sup> in "Nuzi (or any other place).

These are for the most part the details that are considered in a typical adoption document. Many variations are of course possible. Thus the clause about adopting another son occurs only in 1, 2, and 7. The fine for breaking the contract is "6 sound oxen" in 6, instead of the usual mina of gold and another mina of silver. Adoption documents may also contain additional clauses; for instance, 2 is combined with a marriage agreement, 3 contains clauses that are otherwise found in wills, and 4 is introduced with a declaration of the father of the party to be adopted, whereby the son is excluded from sharing in the family property. Some omitted clauses may be understood as taken for granted, other omissions may be due to the negligence of scribes. The above schematic presentation is merely a picture of what an average Nuzi adoption document, complete and without any special provisions, contains generally.

We shall now pass on to a brief treatment of the individual clauses and of the more important departures from the accepted scheme. 1. As far as the title of this class of documents is concerned the word *mārūtu* 'sonship' is almost invariably employed. It must be noted, however, that the same word is also used to indicate nominal adoption, so that the rest of the tablet must be consulted before a decision can be reached as to which type of adoption is treated in each particular *mārūtu*. Instead of *ana mārūti itepuš* 6 has *ana mārūti iddin*, the contracting parties in this case being A, the father of B, and C by whom B is adopted. The phraseology of 5 is somewhat unusual. The adoptive parent is here the slave of S., whose wife N. is said to be adopted. In reality, however, the person who is actually adopted is a certain Shi., whereas N. receives merely a life interest in the property in question; but Shi. cannot eventually inherit the estate of his benefactor if he fails to "serve" N., a condition that is ordinarily imposed upon the adopted party. In that contingency N. may dispose of the property as she pleases. 8. is another document the wording of which departs from the usual scheme. In this case, however, we have not a *mārūtu* proper, but a declaration concerning the restoration into sonship of one (Z.) who had been originally adopted, but who later became disinherited (*qirbānšu ihtepe*) for some offense. Clauses threatening disinheritance will be discussed below.

<sup>10</sup> The correct meaning of *šādātu* (Shafel of *idū*) was first given by Koschaker and Landsberger in NKRA 78. An unpublished text (Harvard 339) mentions the *šādātu* of the palace, i. e., a royal proclamation. For the practically synonymous term *andurāru* see below.

2. Following the title of the document, the *mārūtu* texts of this class usually define the property that the adopted party is due to inherit. On this point the true adoptions differ markedly from the other type. For, as Koschaker has pointed out,<sup>11</sup> in the sale-adoptions it is always a specified piece of property that figures in the transaction, whereas the person actually adopted becomes the sole, or joint heir of the entire estate of the adoptive parent. A typical example of the wording of this clause may be found in our very first document (lines 5 ff.); *minummē eqlātuja, bitātuja, mānaḥātuja*,<sup>12</sup> *kal ummanuḫa, ištēn mimmi-ja*<sup>13</sup> *ana Z. addin* 'all my lands, my buildings, the produce of my labors, all my domestics, one (part of) my entire property to Z. I have deeded.' This arrangement need not, however, be always the case, as Koschaker assumes.<sup>14</sup> In 3. 5 ff. it is recorded that the adopted son is to receive only such property as was inherited by the adoptive parent, when the latter had himself become the beneficiary of an adoption. Subsequently, the adopted son shall receive two additional items (one imer of land and a maid-servant), which are in the meantime to be used by two women during the rest of their lives.

3. After the rights of the adopted to the property of the adoptive parents have been indicated, the relationship of the former to the begotten sons of the adoptive parents is occasionally defined. The norm seems to be that a son of the adoptive parent by the latter's wife, has the rights of the firstborn, and consequently becomes the principal heir, *ewiru*,<sup>15</sup> regardless of whether the adopted son is actually younger or not.<sup>16</sup> The adopted cannot enjoy, in that case, the privilege of the *māru rabū* and receive a double portion of the inheritance; he is a second(ary heir), *tertennu*,<sup>17</sup> and accordingly inherits a single portion only, which is sometimes termed *emūqu* 'portion, allotment.' But if the adoptive parent has no sons of his own, the adopted son becomes automatically the principal heir.

4. An important obligation of the adopted son is to honor and reverence

<sup>11</sup> NKRA 55.

<sup>12</sup> The semantic development of *mānaḥātu* 'result of toil' is paralleled by the Hebrew מַעֲשֵׂה יָדָיו.

<sup>13</sup> It seems best thus to transliterate NIGpl; cf., among others, *il-te-in NIGpl-šu*, Nuzi I 65. 4. The phrase means particularly 'movable property,' cf. 22 and 23. For *ištēn* in the sense of 'one share' see Meissner, *Privatrecht*, 97. 18.

<sup>14</sup> *L. c.*

<sup>15</sup> See above, note 5.

<sup>16</sup> Cf. texts 1, 2, 21.

<sup>17</sup> See above, note 6.

his new parents. This clause introduces another distinction between real and nominal adoptions. In documents, which are merely business transactions in the guise of adoption, there cannot be, of course, any mention of the obligations of children towards their parents. In real adoptions such stipulations are perfectly in place. Moreover, since the condition of sonship presupposes two parents, real adoptions go, at times, so far in reproducing that particular state as to assign a woman (one of the wives of the adoptive father) as one having authority (*ana abūti*<sup>18</sup>) over the adopted; this *e. g.*, is the case in 2. 37 and in 4. 17. Filial reverence is to be shown to this assigned co-parent fully as much as to the adoptive father. If the adoptive son fails to obey either of them, he may forfeit all his rights. The term for that forfeiture is *qirbāna hepū*, the adoptive parents being, of course, the ones who annul (*hepū*) the relationship. The precise signification of the noun employed in this connection is not sufficiently clear to me. The word is written *ki-ir-pa-nu (an-šu)*; if this form is considered as etymological, the only meaning that could then be assigned to the phrase would be 'to break a clod of earth.'<sup>19</sup> This might conceivably refer to some symbolic act whereby the relationship of the adopted to the adoptive parents could be officially terminated. However, such an explanation does not appear to me to be very plausible. It may be preferable to derive the word from the general Semitic root  $\sqrt{qrb}$  'to be near,' which is employed so frequently to denote both relationship and dedication. I am aware that the connection is not particularly transparent. At all events, whatever the precise meaning of the term, the general significance of the phrase is left in no doubt by the context. By the act of *qirbāna hepū*<sup>20</sup> a son loses all his rights to his father's estate. In 8 we read: *qirbānsu ina pānānu ehtepē, ū inanna ana mārūtīmma uttēršu ū māru rabū šū* 'formerly I destroyed his *qirbānu* (i. e., my son's), but now I have herewith restored him into sonship, and he shall be the elder son.' The opposite of the action described by *qirbāna hepū* is, therefore, the restoration to full rights of sonship.

5. A clause safeguarding the rights of the adopted son binds the adoptive parent not to take another son in addition to the one who figures in the given agreement. It is found in 1, 2, and 7. The penalty for breaking this provision is implied in 7. The text is, however, worded in a telegraphic style, or

<sup>18</sup> Evidently a noun from the root *abū*, meaning 'expression of will.'

<sup>19</sup> The word occurs in a very obscure connection in a text translated by Koschaker and Ungnad, *Hammurabi's Gesetz* VI, p. 55: *ki-ir-ba-nam a-na (?) narim (?) is-su-u[k]* 'he cast a clod of earth into the canal(?)'. Is this a topographical designation, or are we to see in it some symbolic allusion?

<sup>20</sup> Cf. 4. 27; 8. 3; 20. 24.

else it is defectively written; at any rate, the actual consequences of the infringement must be guessed. It seems that the adoptive parent risks the forfeiture of that part of property which is not deeded to the adopted son, in case another son is adopted subsequently.<sup>21</sup>

6-7. Little need be said about the fine for breaking the contract. The customary amount is one mina of gold and one mina of silver, but occasionally other objects of value may be substituted. The postscript stating that the document was written after the proclamation in a given place is characteristic not only of adoption contracts, but also of any other type of transactions in which a transfer of property is involved; *e. g.*, sale-adoptions, and the *tidennūtu*<sup>22</sup> tablets. The meaning of *tuppu ina arki šūdūti šaṭir* was solved by Koschaker and Landsberger very satisfactorily. The transaction is not consummated until due publicity has been given to it in an acknowledged place, such as the city gate. The word *šūdūtu* was first correctly interpreted by Landsberger as the Shafel of *idū*, in the sense of 'causing to know;' the abstract noun means 'proclamation.' The word occurs indeed in one text to denote an official edict of the king.<sup>23</sup> The purpose of such an act of publicity is made clear, among others, by 2S. 24, where the word *anḫurāri* 'freeing, release' is substituted for *šūdūtu*. A *šūdūtu* is needed wherever the status of some property is to undergo any change.<sup>24</sup> It is a citation, requiring all who may have claims upon the property involved to present them, doubtless within a certain period of time, to the authorities; if such claims are not forthcoming, the property is released, and the transaction becomes valid. The *šūdūtu* leads therefore to the *anḫurū*, the release required for the official consummation. A provision for such an act of publicity is made by the Assyrian Laws II, 6.

The occurrence of this clause in documents dealing with real adoption may appear surprising at first. If the assumption is true that the act of publicity

<sup>21</sup> One wonders if the *Korban* of Matt. 15. 5, and Mk. 7. 11, which is also mentioned as affecting the relationship of a child to his parents, does not go back to pre-Biblical times. To be sure, it is a case of elucidating *ignotum per ignotius*; but while the similarity is probably accidental, and though entirely different conditions are reflected in the Gospels (I am indebted to Professor Montgomery for comments on the above passages), we need not dismiss the matter without further thought.

<sup>22</sup> I am using the now customary transcription of the word merely because I cannot go here into a detailed discussion on the subject. But I am obliged to say in passing that I cannot accept the meaning and the etymology of the word as given by Koschaker, NKRA 131. I hope to present the relevant material in full in the near future.

<sup>23</sup> Cf. note 10.

<sup>24</sup> Cf. Koschaker, NKRA 67 ff.

was required for the consummation of a transaction that involved transference of property, how could the same clause apply to cases of true adoption? In 1 Zigi is the person who is adopted, in 2 and 3 the sons of Zigi are being admitted into sonship by third parties. Surely, members of so prominent a family as that of Zigi could not be treated as chattels so that the act of citation would apply to them. The difficulty is soon obviated if we compare the adoption documents that have the *šūdūtu* clause (1, 2, 3, 6) with those where the clause is missing (4, 5, 7, 8). It will be seen that the latter class consists of records in which no particular part of property is specified. On the other hand, 3 mentions an imer of land and a maid-servant that are given as life interest to two women, after whose death these gifts are to become the property of the adopted, with whom the document is mainly concerned. In 6 we are told that the adopted son is to receive 2 imer of land from the estate of the foster parent after the latter's death. In 1 and 2 the adopted is not an *ewiru* but a *terlennu*, and receives, consequently, only a specified portion of the inheritance. The conclusion seems, therefore, justified that wherever the publicity clause is appended to a document of actual adoption, the *šūdūtu* refers merely to the property that figures in the agreement and not to the parties concerned, unless the adopted happens to be a slave.

#### b. Sale-adoption.

As has been indicated above, the Nuzi type of nominal adoption has little else than the name in common with the institution of real adoption, which does bring about an actual change in the family relationships of the parties concerned. The common title for both categories is due to the fact that the Akkadian term *ṭuppi mārūti* 'tablet of adoption' covers the two varieties of this class. Apart from the name, both types of *mārūtu* texts share the provision concerning the fine for breach of the agreement, and the remark about the official proclamation (*šūdūtu*). In other words, the introduction and conclusion are substantially alike. But the remaining, and by far the most significant, clauses in the main body of the contract are constructed, in the two subdivisions of adoption, along essentially different lines.

Summed up briefly, the object of the Nuzi nominal adoptions is to provide a legally unimpeachable by-path for transferred ownership of property, the sale of which in a direct way was not sanctioned by the law of the country. The method by which such inalienable property was nevertheless acquired was indeed ingenious. It was simply to borrow for the outlawed transaction a form that the law recognized. Such property as was unpurchasable from the start could pass on from the owner to his legal heirs only. Consequently, it was in

the field of family rights that a norm for legalized sales of such property was looked for and found. The prospective purchaser had merely to get himself adopted by the owner of land or buildings under consideration in order to acquire title to that property. The seller became the adoptive parent, the buyer the adopted son; the transacted portion was the inheritance share (*zittu*). To preserve the appearance of adoption to the last detail, the seller's compensation could not, of course, be called the purchase price (*šimu*); but since nothing could legally prevent an adopted son from presenting a honorarium to his foster parent, the stipulated purchase price entered the records as such a grant (*qištu*). In consideration of these facts Dr. Chiera and the writer introduced for this type of disguised sales the term "sale-adoption,"<sup>25</sup> which has since been accepted by other scholars.<sup>26</sup>

It is of interest to inquire, at this point, into the reasons that prompted this clever method of getting around the law. Koschaker has found, I think, the correct solution in suggesting that the origin should be traced to a feudal order of things. Property granted under a feudal system being originally inalienable, the evasion described above became in course of time imperative.<sup>27</sup> As a matter of fact, the majority of sale adoptions include a clause concerning the continuation of feudal service (*ilku*)<sup>28</sup> after the property has changed hands, the task usually remaining with the seller, but not exclusively so, as Koschaker seems to imply.<sup>29</sup> At first sale-adoptions were probably limited to isolated instances; public opinion may even have branded them as unethical. Gradually, however, the procedure became a habit until the quasi-adoptions found their place as recognized forms of sales. Koschaker considers them as

<sup>25</sup> Cf. ANNUAL OF THE AMERICAN SCHOOLS OF ORIENTAL RESEARCH VI, 86 ff., and JAOS 47 (1927), 36.

<sup>26</sup> NKRA 54, and David, *Adoption* 109.

<sup>27</sup> *Ib.*, 60.

<sup>28</sup> A. Schott, *Orientalistische Literaturzeitung* 32 (1929): 854-5, objects to Koschaker's translation of *ilku* as 'Lehenslast,' suggesting instead 'Dienstbarkeiten irgendwelcher Art.' Both the objection and the suggested change appear to me equally unjustified. There is this further argument to be considered: The Hurrian synonym of *ilku*, as found in the Kirkuk texts, is *irwišši/a*. The word is composed of the element *irwi* and the ending *-šši*. Without the latter we find the simple noun in such proper names as *Irwī-šarri*, 12. 2. Now *irwi* is obviously identical with *iuri-š* 'king,' which occurs in the Mitanni letter of Tushratta; cf. already Gadd, p. 77; for the same transposition cf. the name *Arik-imri*, 38. 23/*Arik-irme*, *ib.*, 25. Since the ending *-šši/še* has been established as the suffix of the past participle in "Mitannian" (cf. Bork, *Mitannisch* 88), *irwišši/ilku* must be taken as 'due to the king,' or the like, hence 'feudal tasks.' See also the writer's *Mesopotamian Origins* (1930), Chap. V, note 90.

<sup>29</sup> Cf. *c. g.*, 12. 11.

an instance of 'borrowed legal transactions' (*nachgeformte Rechtsgeschäfte*), where a new type of business is modelled on an older and accepted form.<sup>30</sup>

It remains to discuss the clauses that make up a complete sale-adoption. Since the wording shows here numerous variations, a general description will be, this time, substituted for the schematic presentation. The title (1) resembles the superscription of the real-adoption documents: *!uppi mārūti ša A* (one or more persons); (*ū*) *B ana mārūti ipuš* (*itepuš, itepšū*). 'Tablet of adoption of A (one or more persons); he (they) adopted B.' In 15 the title has the form of a declaration, the two parents-sellers stating, *B ana mārūti nitepuš* 'We have adopted B.' The next clause (2) defines the property that is being transferred (*zittu*). As is to be expected in sales, the land or buildings are usually described minutely, with reference to both size and location.<sup>31</sup> In real adoptions such indications are gratuitous, as the adopted is due to come into either the whole or a definite share of the entire estate. The need for precise definition in sale-adoptions results also occasionally in the addition of a special clause which provides for the acceptance of the measurements indicated in the tablet, even if these should later prove to be inexact (*šumma eqļu mād lā inakkis, šumma šiḫir (mīš,) ū lā uradda* 'if the land is (too) large, it shall not be curtailed: if it is (too) small it shall not be enlarged.'<sup>32</sup> This latter provision is properly connected with the clause that guarantees safety from subsequent claims, which it indeed often follows in the documents.

After the *zittu* has been determined, the purchase-price (*qīštu*) must be stated (3). This consists of money (silver, copper, bronze, lead), grain, clothing, etc., to all of which is applied the general term *kaspu* 'objects of value, goods' (= *bona*). No *qīštu* is, of course, ever found in real adoptions. Nor do the documents of true *mārūtu* contain the clause that follows the provision about the *qīštu*, or is at least implied where not specifically mentioned (4). The customary wording in this case is: *šumma eqļu (bītu) paqirāna (pirqa) irašši (irtaši), A uzakkama (uzakkūma) ana B inandin (inandinū)* 'If the land (buildings) has (have) a claimant (if there is a claim against . . .), A shall clear it (them) and restore to B.' While perfectly in place in a simple business transaction, such a clause would be unintelligible in an instance of actual adoption. Next in order comes the statement about the feudal service

<sup>30</sup> *L. c.* 64.

<sup>31</sup> Cf. 14. 5 ff., 15. 5 ff., and Nuzi I *passim*.

<sup>32</sup> For this clause, which in other documents is generally expressed by *litir limti-ma* 'whether it be too large or (too) small,' cf. Schorr, *Altbabylonische Rechtsurkunden* (1913) 112; San-Nicolo, *Die Schlussklauseln der altbabylonischen Kauf- und Tauschverträge* (1922) 208; and Koschaker, *l. c.* 56.

(*ilku*) connected with the transferred property (5). The seller continues usually to bear the feudal tasks (*ilka (ilku) ša eqli (bitāti) šašu (šašinā) A-ma naši* 'the feudal service of the land (buildings) in question shall be borne by A only'). It seems strange at first that one should continue to be responsible for property of which one is no longer the owner. The difficulty is best explained by Koschaker, who points out that the transferred property was generally a small part of the seller's estate. Instead of transferring to the purchaser the property together with the fraction of *ilku* due on it, the seller continued to furnish the *ilku* of the entire estate;<sup>33</sup> the purchase price was probably increased accordingly. This arrangement concerning the feudal service was not, however, invariable. Apart from numerous omissions of the *ilku*-clause, the very opposite provision is made in 12: *ū ilka Zigi-ma* (the purchaser) *naši, ū hubbultum Zigi-ma umallā* 'As for the feudal service, Zigi only shall bear it, and the debt Zigi shall also bear.' Here the purchaser takes over the property with all the attached claims and mortgages. The estate is probably larger than the usual objects of sale-adoptions, for it is described as "the entire inheritance portion of I. (the seller), which was received from the estate (*ina bīt(i)*) of N. (an adoptive parent?)"

Clauses 6 and 7 correspond to the same provisions in real adoption. The usual fine for a breach of the contract is again "one mina of silver and one mina of gold." An interesting variation is furnished by 16, where we read: *ša ibbalkatu bītāti iršūti šēa umalla* 'he who breaks the contract shall fill the farm-buildings with grain.' Another departure in the same document deserves special mention. L. 24 contains the following statement: *maḥar 4Adad, maḥar 4Šamaš, maḥar 4Sin* 'Before Adad, Shamash, and Sin.' This solemn grouping of gods with the other witnesses is a peculiarity which the tablet shares with several other Kirkuk<sup>34</sup> texts that display some unorthodox traits, as well as with a few old-Babylonian documents. The *šūdātu*-clause does not call for further remarks in addition to what was said in the preceding section. As was pointed out there, "proclamations" were original with business transactions of this type; in true adoptions they were merely accidental and secondary.

Before the discussion of adoption documents is concluded two other tablets remain to be considered. Although neither of them is designated as a *mārūtu*, the first is related to the sale adoptions and the other appears to presuppose an act of real adoption.

<sup>33</sup> NKRA 60.

<sup>34</sup> Cf. *ib.*, 11, 21.

The name given to 17 is *ṭuppi zitti* 'tablet of inheritance portion.' A deeds to B 8 awiharu of land, *kīma zittišu* 'as his portion,' and B gives to A in return lead and grain, also *kīma zittišu*, which, however, is most likely a scribal error for *kīma qīštišu* 'as his honorarium.' So far, then, the document resembles other Nuzi sale-adoptions. But the verb used with *kīma zittišu* is not the customary *iddin* (*inandin*); instead we find in the present tablet the phrase *unassag-ma ilqi* 'he will choose and take,' where B is of course the one to "choose" his *zittu* and A to select his *qīštu*.

The above phrase has hitherto been known only from a few of the Middle-Assyrian legal documents. It is discussed at length by Koschaker, who has shown that the verbs apply in the Assyrian texts to the purchaser and not to the seller.<sup>35</sup> A type of group-ownership is implied in those documents, the family inheritance share not having been divided into individual portions. The property that is sold is part of the as yet undivided estate, and the purchaser acquires by virtue of the "choosing"-clause the right to the seller's share. To what extent these conditions may be reflected in our text 17, we lack as yet sufficient information to decide. The confusing, and probably confused, application of the entire phrase to both the transferred property and the purchase price points either to the novelty of this type of transaction, or else to the inexperience of the writer. The latter may have also been, conceivably, an Assyrian sojourning in Nuzi. Certainly it is characteristic that instead of the local expression designating forfeiture viz., *šaššumma itepuš*,<sup>36</sup> we find in

<sup>35</sup> *Ib.* 36 ff.

<sup>36</sup> The correct meaning was recognized by Gadd, p. 97, and Koschaker, NKRA 15, 73, against Chiera-Speiser JAO 47. 54. Nevertheless, Koschaker's claim that the word is Hurrian and not Akkadian lacks, to my thinking, sufficient support. In the first place, there is an unpublished text (Nuzi 516. 4) in which the first element of the phrase is spelt out *ša-la-aš-šu-um-ma*. There is even more conclusive evidence for connecting the word with the Akkadian term for 3, but I cannot, in justice to the readers, continue citing unpublished texts. However, it may be possible to establish the point on the basis of the published material. In H 30. 28, and 32 there occurs the expression *šinamūm(ma) itepuš* (KAK). The context makes it obvious that the phrase is to be translated 'he shall duplicate' in one instance, and 'he shall renew' in the other; the correct Akkadian idiom in such a case would be *ušanni*. *šinamu* must consequently be related to the word for 'two'; cf. also the noun *šinamū* 'representative,' which shows a semantic development similar to that of *tertennu*. *šaššū-mma/šalaššū-mma* probably contains a similar formation from the word for 'three.' How the phrase came to mean 'to forfeit' is rather obscure. Perhaps the intermediate stage was 'to hand over to a third party.' Cf. the post-Biblical *השליש*.

While the verb is Akkadian (*epišu*), and though the first element of the phrase may be either Hurrian or Akkadian, the usage is undoubtedly Hurrian. We have seen that the meaning may be also reflexive or passive, cf. *ewirumma epišu* 'to become heir.'

this text the phrase *qāssu ištu zittišu itellu* 'his share of the inheritance he shall forfeit,' which is good Assyrian.<sup>37</sup> But the evidence of one document cannot be conclusive either way.

The next tablet is entitled *tuppi tamgurti* 'tablet of agreement.' The contracting parties are a certain Manniya, and Ilanu son of Tayuki, whom we meet in the greater part of the *tidennūtu* documents found in the Harvard volume. The contract concerns the acquired property of Tayuki, father of Ilanu: Manniya is to receive a double share of that property and Ilanu one third. The acquisitions made by the estate after the death of Tayuki are to be equally divided by the two heirs. This latter provision seems to indicate a certain type of group ownership. But what is to account for the double share to be received by Manniya? The simplest solution, it seems to me, would be to assume that Tayuki originally adopted Manniya, deeding to him a double portion of all his acquired property. Perhaps a document to this effect will yet be discovered among the remaining and as yet undeciphered Nuzi texts at Harvard.

## 2. SETTLEMENT OF PROPERTY

The next class of family rights to be considered here covers the disposition of property in favor of members of the family under the authority of the owner. That authority may be either parental or marital, and the property settled upon one or more of the dependants may consist of the entire estate under consideration,<sup>38</sup> or of a definite part thereof.<sup>39</sup> Slaves, objects of value, such as money and clothing, *etc.*, also figure in these documents,<sup>40</sup> sometimes to the exclusion of lands and buildings. The testator is generally the father, but the mother, too, has in certain circumstances the right of making a settlement. The beneficiaries are for the most part the children of the testators, both begotten and adopted; occasionally also the wives, and in one instance

A close parallel in formation is furnished by the Hittite combination of a second supine with a form of the verb *dā(i)* 'to place.' Cf. *e. g.*, *hulliškuican tīyer* 'they fought', *walḫiškuican daiš* 'he smote.' The comparison is not so far-fetched when it is borne in mind that both the Hittites and the Arraphans contained an Anatolian substratum. The idiom may have developed in both instances from the same source. But here we enter much too speculative a field.

<sup>37</sup> The same expression occurs in Nuzi I 82. 6.

<sup>38</sup> Cf. *e. g.*, 20, 21.

<sup>39</sup> *E. g.*, 20, 22.

<sup>40</sup> So in 22.

the mother.<sup>41</sup> The settlement (*šimtu*) becomes thus, in the widest sense of the word, a will.<sup>42</sup>

The Harvard volume contains five documents that are expressly designated as *ṭuppi šimti* 'tablet(s) of disposition, settlement.'<sup>43</sup> Corresponding to the great variety of items settled, there is no strict uniformity in the wording of these documents. The introductory clause, however, is standardized: *ṭuppi šimti ša A, šimta ana B išim(mi)*; 'Tablet of settlement of A, a settlement in favor of B (beneficiary or beneficiaries) he made.' The beneficiaries are son(s) and wife (19, 20), sons alone (21), wife alone (22), and adopted sons (23); the testator is in the last mentioned document the foster mother, in the remaining records of this group the father (husband).

Then follows the description of the property settled and, where there are several heirs, the order of division among the individual beneficiaries. The wife receives a life interest in whatever share is willed to her, the ultimate heirs being the sons. At times, as is the case in 19, the record specifies which son is to take over the deceased mother's portion; the remaining sons are thereby excluded from that particular portion. Or else (20), the document merely indicates that on the death of the mother each son is to inherit according to his allotment (*attamannu kī emūqīšu*<sup>44</sup> *zitta iliqqā*). The distribution among the sons may be also left to the discretion of the mother. However, in that case the property involved is relatively unimportant: thus in 19, after one part of the testator's property has been divided between Zigi and his mother, with Zigi receiving a double portion and a right to the remainder after the woman's death, a disposition is made of another part of the estate. Here Zigi receives again a double portion, while the remaining third is divided equally between the writer's wife and a third party; it is with regard to that one-sixth of a portion that the woman may follow her own judgment in allotting it to whichever son has "served" her. In 22 the wife of the testator is allowed to deed her share to whomever she pleases (*ašar libbišu inandin*). But the share consists in this case of a maid and of the personal effects of the woman, no mention being made of any real estate; even so, the generosity in

<sup>41</sup> Text 23.

<sup>42</sup> The special term for 'will' is in these tablets *šimūmāku*, 21. 47; 22. 13.

<sup>43</sup> Texts 19-23.

<sup>44</sup> Written GIR. The meaning is settled definitely by the parallel clause *attamannu kī qātīšu iliqqī* 'each according to his share shall receive,' 21. 37-38. Cf. also Code of Hammurabi XIV rev. 82, 89: *ki-ma e-mu-uq zi-it-ti-ša* 'according to the strength (amount) of her share.' Koschaker's restoration of Gadd 23, 24 is to be corrected to: *ma-an-[nu ki-i]emūqīl-šu na-ši* 'each shall bear according to his allotment,' that is to say 'proportionately.'

willing the maid outright, has good reasons behind it. For we learn from 24 that the slave-girl in question (Miniku) had been purchased by Tilkushhe (the wife of the author of the *šimtu*) for money brought by the woman from the house of her father (*ištu kaspi ša bit abiša*). Nevertheless, it was necessary for the husband (Akapshenni) to give his wife full title to the girl in a special deed, in order to prevent his sons and eventual heirs to the estate from claiming Miniku together with the rest of the property. By an interesting coincidence, the will of Tilkushhe has also come down to us.<sup>45</sup> The beneficiaries who are named in that *šimtu* are the sons of Tilkushhe, Shelluni and Akawatil. Both are adopted children, in reality blood-relations of Akapshenni. We are in possession of the *mārūtu* in which the adoption of Shelluni is recorded (4). The adopted is a son of Zigi, hence a brother (obviously a younger one) of Akapshenni; the other beneficiary, Akawatil, is the son of Ellu, another brother of Akapshenni. It appears that Akapshenni did not have sons of his own, which accounts for the adoptions, as well as for the two documents in which Tilkushhe appears as an exclusive beneficiary and a testator.

The settlements in favor of members of the same family point to a determined effort to keep the property within the clan. Special clauses may be inserted in the *šimtu* documents to prevent the family share from getting into the hands of strangers. In 21. 50 ff. we read that if any of the sons of Zigi (the writer of the *šimtu*) sells his share for a price, he shall forfeit his property. According to 20, Zilipkiashe, wife of Zigi, is given the right to punish her sons if they fail to "obey" her; in no case, however, may she disinherit her children and give any part of the estate to a stranger. The same strong feeling about the preservation of the family heritage is reflected in the documents dealing with true adoption. According to 2 Shurihil, the brother of Zigi, adopts Shennima son of Zigi. The very next document (3) is a *marūtu* of Shennima; the person adopted in turn is Arzizza, another son of Zigi. In 4 we are informed of the adoption of the afore-mentioned Shelluni by Akapshenni, the two being sons of the same prolific Zigi. So pronounced a spirit of clannishness must have been a contributing factor to the absence of direct sales of property, and consequently to the prevalence of sale-adoptions.

To return to the *šimtu* records, it follows from the character of these documents that they could be revoked. The "disposition" was an act on the part of the head of the family, concerning members subject to his authority. There was nothing to keep the father from changing his mind, for one reason or another, and from altering his will. It does not surprise us, therefore, to read in 21. 48 f.: *tuppu annumma tuppu ū šanū tuppu lā tuppu* 'This docu-

<sup>45</sup> Text 23.

ment only is the (valid) document, and any (the) other document is no document.' In this instance it is not difficult, I think, to discover the reason for the above remark. The speaker in 21 is the oft-mentioned Zigi, who is also the author of the *šimtu* found in 20. In this latter document the wife of Zigi is appointed executrix of the estate as well as chief beneficiary. It appears that the woman died, however, before her husband, and a new will became necessary. On the other hand, it is also possible that the clause of 21 was aimed against some persons whose records have not been found or deciphered, and that a settlement unknown to us is being annulled by the declaration in question.

### 3. MARRIAGE RECORDS AND RELATED FAMILY DOCUMENTS

Although not many in number, the tablets comprising this group enable us to obtain a fairly clear, if in spots fragmentary, picture of the norms which regulated marriage in ancient Arrapha. 25 and 26 are direct marriage contracts, 27 is called a "sistership" tablet, 28-31 are declarations involving marriage and sistership agreements, and 32 is a "dowry" transaction. In this discussion we must also include the previously mentioned tablet no. 2; it is entitled *tuppi mārūti* and has been, therefore, grouped with the other records dealing with adoption. But the second half of the tablet is given to a marriage agreement and, curiously enough, this combined adoption-marriage document is the only record in the volume in which marriage is not combined with a business transaction. In the remaining texts under discussion the element of purchase enters prominently into the arrangement.<sup>46</sup>

The contracting parties are the guardian of the girl that is being acquired, on the one hand, and the new master on the other. The girl may be obtained from her father, or else from her brother (undoubtedly owing to the father's not being alive at the time). The person under whose authority the girl is to pass as a result of the contract may acquire her as wife for himself, his sons, his slave, or for any other (unnamed) third party. Accordingly, the girl becomes the wife (*aššatu*), daughter and daughter-in-law (*mārtu ū kallatu*), or simply "sister" (*aḫātu*), if her future has not been determined at the time of the writing. The status of the object of these agreements depends thus on the purpose for which she is obtained, and the name of the transaction may vary accordingly. Moreover, the authorship of the document by the girl's old or new master is sometimes found to influence the superscription. Thus 27 is called *tuppi aḫāti ša A.* 'tablet of sister(ship) of A.' because it is his sister whom A. is giving away to H. The name can have nothing to do in this case

<sup>46</sup> See below.

with H. since, according to 26, the girl is acquired as wife (*ana aššūti*) and not into sistership. With this may be contrasted 25, which is entitled *tuppi kallāti* 'tablet of sister-in-lawship;' here it is again a "sister" that is being taken over by a certain S., but the document is written by the prospective father-in-law and not by the brother. When the record is drawn up by both parties, as e. g., in 26, the title again reflects these circumstances: *tuppi riksi ša A. itti H. ina bērišunu irtaksūš* 'Tablet of marriage contract, which between them A. and H. have contracted.'

When we come to consider the contents of our marriage records, it is important to bear in mind the distinction between marriage among free citizens as compared with marriage among slaves. The best instances of the former type are recorded in 2 and 26. It was indicated above that 2 is a combination *mārūtu-aššūtu*. Shurihil adopts his nephew<sup>47</sup> Shennima and makes over to him a portion of his entire estate. Linked with the adoption is a marriage agreement which obligates Shennima to take as wife a certain Gilimninu, very probably the daughter of Shurihil. The document goes on to specify the rights and privileges of the bride. If Gilimninu bear Shennima any children, he shall not take another wife; those children are to be the sole heirs to the entire property. Should, however, the marriage prove barren, the wife shall give her husband as concubine a girl from the Lullu country. The offspring of the concubine is protected by a special clause from possible malice on the part of Gilimninu; the young ones (*šerru*) of the Lullu wife shall not be sent away by Gilimninu. That is to say, G. may not expel from the house and deprive them of an eventual share in the property. If Shennima violates the agreement, G. shall leave him, taking with her the contents of her *qannu*,<sup>48</sup> that is virtually her dowry.

Considerably more mercenary is the marriage contract preserved in 26. A. sells his sister B. as wife to H. In exchange A. is to receive a price amounting to 40 shekels of silver, which is called *hašahušennu*. Of this a part is to be retained by A. as his *terhatu*, while the remainder (*rihtu*)<sup>49</sup> is to be tied for

<sup>47</sup> In 21. 23 Zigi, father of Shennima, refers to Shurihil, the adoptive parent of Shennima, as his brother. However, Zigi is son of Akkuya (cf. 19 and ff.), while Shurihil is known as the son of Ellaya (34. 1). The term "brother" is then evidently to be understood as "cousin," just as "son" may also mean "grandson," and "descendant" in general. This rather loose usage of terms of relationship in these texts often increases the difficulty of precise identification of the parties under discussion.

<sup>48</sup> Girdle, or hem of the dress, in which the bridal price was sewed up and kept by the bride; see below.

<sup>49</sup> It may be tempting at first glance to consider *rihtu* as a distinct kind of bridal

B. in the girl's *qannu*, *ana mulūgūti*. Here we get a series of technical terms that require further explanation.

Let us first consider the *terhatu*. In the cuneiform literature the word bears generally the meaning of 'bridal purchase-price' to be paid to the bride's guardian (father or brother).<sup>50</sup> It is obvious that the above meaning of *terhatu* does not fit the context in 26. For the purchase-price is here clearly the *ḥašaḥušennu*, and the *terhatu* is only a part of it. Perhaps *terhatu* is to be taken in the Arrapha documents as part payment (consisting apparently of one-half of the total amount), which goes to the girl's guardian; the remainder is to be kept for the bride herself, doubtless as provision in case of divorce. This is certainly the case in 26. For the present, however, we lack sufficient material to set up this usage as a general rule for Arrapha.

Upon the proper understanding of the term *terhatu* in our texts depends, to a certain extent, the interpretation of the nature of marriage in Arrapha. If the word denotes the purchase-price that is actually to be paid to the father (or brother) of the bride, marriage is still in the purchase stage. If, on the other hand, the older name is retained, but the institution has developed so that the money is to be saved for the bride, we are bound to assume a gradual emancipation of the purchase marriage into an institution which recognizes the woman as the subject and not merely the object of the agreement.<sup>52</sup> In the case of the Assyrian Laws Koschaker has made it probable that such an emancipation was actually in progress at the time. Now Koschaker believes that the same conditions should have obtained in Arrapha. Where we find

gift, which Koschaker has indeed done. On further examination, however, it becomes absolutely certain that the word has in these instances, too, its customary meaning of 'remainder,' and nothing else. In 26. 12, and in 31. 28 this connotation is obvious beyond dispute; the 'remainder' refers there to the balance of the purchase-price paid by the husband, which is saved for the bride after the share of the girl's guardian has been deducted. The same may be inferred for the text in Contenau, *Textes cunéiformes du Musée du Louvre* IX 6. 14, though the fragmentary condition of that document does not admit of a definite interpretation. As regards Nuzi I 78. 13, which has misled Koschaker (NKRA 91, note 7), the difficulty is only superficial, caused no doubt by the slightly damaged condition of the text; but the reconstruction is comparatively simple. Zikpa gives his sister Hinzuri to Hutarraphi *ana aḫātūti*. In return Z. receives goods valued at 20 shekels (SU) of silver. Then he makes the following statement: "The remaining (*rīhtu*) 20 shekels of the money for my sister Hinzuri have been tied in her own *qannu*" (12-14). This is an exact parallel to our text 26.

<sup>50</sup> Cf. Koschaker, *Rechtsvergleichende Studien zur Gesetzgebung Hammurapis*, (1917) 136 f., 178; *id.*, *Quellenkritische Untersuchungen zu den "altassyrischen Gesetzen"*, (1921) 56 ff. Cf. also É. Cuq, *Journal des Savants* 1927: 342.

<sup>51</sup> Cf. Koschaker, NKRA 91, note 7.

<sup>52</sup> *Quellenkritische Untersuchungen* 57.

the *terhatu* received by the father, this is to be explained by the fact that the marriage in such instances was not a full-right marriage, the husband being either the son or the slave of the party purchasing the woman, and not a free and independent citizen. However, to judge from 26, Koschaker's theory cannot be substantiated in full. H. who acquires a right to B. takes the girl as wife (*ana aššūti*) for himself and not for one of his dependants. We have seen that the *terhatu* is actually to be paid to the brother of the bride. At the same time, the payment is only part of the total purchase-price, while the bride is to be provided for from the remainder. This may be the clue to the explanation of the problem. Marriage in Arrapha had become partially emancipated from the purchase stage; the prospective husband continues to pay for his bride, but part of the money is converted into the *mulūgu*. Gradually the *mulūgu* comes to include the whole of the bridal price. At the time from which our records date, only half of the distance to that goal has been covered. It is quite probable that the same was true of contemporary Assyria. It must be remembered that the Arrapha texts antedate the Assyrian Laws quite considerably, long enough to allow for the complete evolution of marriage from its semi-purchase stage as represented in Arrapha.

From the preceding it is not difficult to establish the character of *mulūgu* in the document under discussion. That will become even clearer if the whole clause in question is cited. In lines 11 ff. we read: *minummē kasapšu rihtu ša B. ana mulūgūti, ū ana qannišu ana B. irtaksūmi* 'All the remaining money (received) for B is *ana mulūgūti*, and in her *qannu* for B. it has been tied (sewed) up.' Here *ana mulūgūti* can only mean 'as dowry,' i. e. money brought by the bride into the house of her husband. This meaning is established for *mulūgu* in the records from outside of Arrapha beyond any serious doubt.<sup>53</sup> In the above case the money, we are told, is to be tied up in the *qannu* of the bride, which is most likely the hem of her garment. If the wife leaves her husband (cf. 2. 41 f.), or if she is divorced, she takes with her the contents of the *qannu*; the word becomes thus practically interchangeable with *mulūgu*. The latter word may also have another, derived, significance as will be shown below.

It remains now to discuss the meaning of *ḥašaḥušennu*. We have seen that this word denotes the entire bridal price. The question remains whether any kind of purchase-price could in Arrapha be called by that name. Although the material is still scanty, I think it likely, that *ḥašaḥušennu* signifies

<sup>53</sup> See Koschaker, *Rechtsvergleichende Studien* 175; cf. also the post-Biblical 𐤏𐤍𐤐𐤕 which shows a still further broadening of the meaning of *mulūgu*.

primarily the price that is paid to the bride's brother, evidently because the father is no longer alive. In the documents of the Harvard volume in which the term is found, the brother is in fact the recipient of the money.<sup>54</sup> Gadd 54. 11 is an exception to this rule, but this can be explained, to my thinking, without great difficulty.<sup>55</sup> If this supposition about *ḥaṣaḥuṣennu* is correct, it would be very tempting to compare the Hurrian word *šennu* 'brother' with the last element of *ḥaṣaḥuṣennu*. The term is, at all events, Hurrian. For the present, however, we cannot attain absolute certainty about the matter.

So much for the terminology of these documents. A few individual records are still to be dealt with separately. In 25 we have a *ḫuppi kallāti*. Sharteshup gives his sister Shuwarninu<sup>56</sup> to Ilanu, and receives for her 40 shekels of silver *kīma ḥaṣaḥuṣenni*. Ilanu will choose for the girl a husband from among his sons; Shuwarninu is thus obtained as a prospective daughter-in-law, hence the title of the document. Appended is a clause binding Sharteshup to free his sister from any legal claimants she may have, which makes of the document a typical record of sale. This type of marriage contract must, therefore, be distinguished from records previously discussed. The prospective bridegroom in such a purchase-marriage is a dependant of the purchaser, who becomes the father-in-law.

A statement which both types of marriage records may have in common is occasionally found in contracts where the bride is obtained from her brother. It occurs in the above *kallātu*, and also in connection with the full-right marriage of 26, as supplemented by 28. The latter tablet is a declaration of A., summing up before witnesses the contents of the same agreement that is preserved in 26. Now in 28. 14 ff. the girl is made to declare, "With my consent my brother A. has given me to H. as wife." In the *kallātu* (25. 27 f.) Shuwarninu simply states, "I am the sister of Sharteshup"; the object of the declarations is probably the same in both instances, viz. to protect the party taking over the girl from possible future complications.

A more pronounced case of purchase-marriage than the above *kallātu* is furnished by the much-discussed 26. In addition to acquiring B. as wife, H. obtains from A. another sister of his, K., *ana mārtūti* 'into daughtership.' The term is here synonymous with *ana kallāti*. H. may in turn sell K. as

<sup>54</sup> 25. 12; 26. 8; the transaction described in the latter text is confirmed in 27 and 28.

<sup>55</sup> It is entirely probable that the girl for whom T. is to pay the *ḥaṣaḥuṣennu*-money to N. was the latter's sister, cf. *ad loc.*

<sup>56</sup> This is one of the very few names in the Kirkuk tablets which may contain Indo-European elements (*sucar*), though even this is far from certain.

wife to anyone he chooses, provided that the purchaser is not a slave (l. 39). A *ḥašaḥušennu* consisting of 20 shekels of silver is to be paid to the brother of K. as soon as the woman has had marital relations with her husband (*itti mutišu ittanajalu*). It is interesting that the price is to be paid after the copula carnalis. The total of 20 shekels is probably one-half of the amount which H. expects to receive from the future husband of K.; the remainder will be retained by H., thus emphasizing the purely business-like character of the whole transaction.

A somewhat similar condition is implied in 29. The document is in form of a declaration on the part of the woman Z. who seems to have offered herself into "sistership," *ana aḥātūti*, to a certain A. When Z. has been married, A. will receive for himself (*ū ikkal* 'and he shall use') 20 shekels of silver from the husband, while another 20 shekels of silver is to be paid by the husband to E. the brother of Z.

Another *mārtūtu* is referred to in 30. The terms of this transaction are not entirely clear, as they are made partly dependent on the outcome of a lawsuit. A. gives his daughter U. to K., *ana mārtūti ū ana makannūti*. K. is to give to A. some clothing in return, and in addition he is to represent A. in a lawsuit. If K. is successful, he will acquire full right to the girl; he will be able to give her to wife to whomever he chooses, and the price for her he will retain for himself. What happens if the suit is lost is a little uncertain, the text being partly damaged. It appears that K. would in that case receive 10 shekels of silver for his efforts.

In conclusion there remain to be discussed two texts in which the word *mulūgu* occurs in rather peculiar contexts. In 31.17 and in 32.5 we read of an imer of land given to the woman A. *ana mulūgi*, the principals in the two documents being the same persons. If we take the word in the sense of "dowry," the sequel in 32 will cause difficulty; for in return for the land A. gives to P., her father, certain goods *kīma qīštišu*. The transaction resembles, then, a sale-adoption, except that instead of calling the purchased land *zittu*, it is termed in this case *mulūgu*. The latter word cannot mean "dowry" in the strict sense of the term, since the land denoted by it is transferred, according to 31, to another woman instead of being kept for marriage purposes. Evidently we have here another instance of disguised property sales, this time clad in the terminology of marriage customs. The question might arise why the form of sale-adoption was not employed here as in so many other cases. However, if we consider the fact that A. is the daughter of P., we will appreciate the difficulty of a situation where a man would have to adopt his own daughter. The expedient of a nominal *mārtūtu* could not be used very well

in this case; but on the analogy of sale-adoptions, there could be formed sale-endowments, the *mulūgu* being just as much a fictitious dowry as the *zittu* was an unreal inheritance portion. Legally unauthorized sales of property were negotiated through the medium of family transactions, the particular form depending on the given circumstances. The *mulūgu*-sales shed additional light upon the subject of sale-adoptions, indicating at the same time the extent to which such practices were in vogue, as well as the resourcefulness of the people who introduced them.

#### 4. MISCELLANEOUS TEXTS

Unlike the preceding records, the documents numbered 33-40 do not constitute a well-defined class of texts relating to family rights. Indeed, the connection of the present group with the foregoing documents is rather loose. Here we have no longer contracts that furnish a direct source for the reconstruction of the legal status of the Arraphan family. Instead we find in this class records of litigations resulting from breaches of such contracts; an equity case between two claimants to a certain inheritance, where the rival claims cannot be supported by the necessary witnesses; and lastly, several texts concerning slave-girls, who figure prominently, as we have seen, in wills and records of similar nature. The present texts have, therefore, only an indirect bearing upon the problem of family laws. This source of information is merely secondary; but it is, nevertheless, valuable on account of the illustrative details which it furnishes.

Text 33 may be used as a case in point. A certain Paitilla is appointed head of a committee sent out by the judges to Shurihil, upon whose affairs several of the preceding documents have cast a certain amount of light. The question at issue is the alleged repudiation by Shurihil of his nephew Shennima,<sup>57</sup> whom he had adopted according to text 2. In fact, on the strength of that adoption, Shennima is denied his share in the property of his father Zigi.<sup>58</sup> Consequently, the case is brought before the judges who instruct Paitilla to obtain further details on the subject. Shurihil has apparently no alternative, for he reaffirms his adoption of Shennima.

An interesting sidelight is furnished by the attitude of Tuppayā, wife of Shurihil. A statement by her, to the effect that her husband had actually adopted Shennima, is given in a postscript to the text in question. Whether that affidavit was taken as a precaution, to preclude future disputes, or whether Tuppayā had her own reasons for forcing her husband's hand, we can scarcely

<sup>57</sup> Cf. note 47.

<sup>58</sup> See 21. 24 f.

tell at present. At any rate the couple do not seem to have enjoyed great marital felicity. For according to another document (34) Tuppayā (so to be read rather than Ummayā<sup>59</sup>) eventually left Shurihil and returned to the house of her father Arzizza. The latter is summoned before the judges, but he absolutely refuses to appear. The upshot of it all is that the woman is made to go back to her husband.

These family transactions, and family differences, become even more complicated when we gather that Shennima in turn deeds the property acquired from Shurihil to his brother, or half-brother, Arzizza; adoption is here too the medium for the transaction (cf. 3). Now we have seen that Arzizza was also the name borne by the father of Tuppayā. Could it be that we are dealing in both instances with the same person? If this fact could be established, we would have a plausible clue to the differences between Shurihil and his wife. For Tuppayā would have been in that case about forty years younger than her husband (who was uncle of the Arzizza of text 3). Unfortunately we do not have the name of Tuppayā's grandfather, the father of the other Arzizza, and a definite identification is therefore impossible. But we can hardly complain about this; as it is, we have deduced as much information as is consistent with a certain degree of delicacy.

Text 35 is not without interest in connection with the position of women in ancient Arrapha. A certain Akaya brings suit against one Kinni. Akaya had acquired the girl Haluya from her father Puhishenni as wife. Now Kinni insists that he has legal claims on Haluya, who happens to be his niece. Puhishenni is summoned and he testifies that Akaya had indeed obtained Haluya from him. To get at the bottom of the case further testimony is elicited. It is brought out that Puhishenni had acquired his own wife, who was to bear him Haluya, from Kinni, her brother. In course of time Haluya's mother died, whereupon Kinni claimed the girl. It is not quite clear what the legal basis of that claim was; at all events, the court rules that, inasmuch as Haluya's mother had been rightfully acquired from Kinni, the latter is not entitled to the daughter.

A curious aspect of marital troubles is presented in 36. Kushuhari, a servant of K., had apparently great difficulty in obtaining the woman who had

<sup>59</sup> It is true that 34. 3 has *Tup/Um-ma-a-a*; but line 31 gives *Tup-pá-a-a* instead. In 33. 42 we have *Tup-pa-a-a* very clearly. In both documents the woman is wife of Shurihil and daughter of Arzizza; it is evident that the reference is in both instances to the same person. The only noticeable difference is graphic; the scribe of 33 employed *pa* where the writer of the following tablet preferred *pá*, which is not always easy to distinguish from *ma*.

been purchased for him, presumably by his master. At length a constable<sup>60</sup> is sent with Kushuhari to help him get his bride. But instead of delivering the girl, her guardian (it is not stated whether he was the father or the brother) strikes Kushuhari three times. The constable chooses to remain neutral, merely reporting the incident to the judges.

A dispute concerning inheritance is recorded in 37. Zigi claims that the property of his great-grandfather Kariru has come down to him through his father. Warhimatka (name of a woman), evidently some relation of Kariru, sets up a rival claim. Since Zigi is unable to produce the necessary witnesses, the judges assign two-thirds of the disputed property to Zigi and one-third to Warhimatka. The latter, however, does not accept the decision, and the case is apparently referred to a higher court. The document recording the dispute is termed 'memorandum,' *tahsiltu*.<sup>61</sup>

The remaining three texts deal with slave-girls. According to 38, E. gives to A. a servant-girl by the name of Ulamashshi, as full payment of a debt. What is particularly interesting about this document is the description of U. as a girl "from the country of the Kassites." This statement is of great value historically; cf. comments *ad loc.* Text 39 also mentions a slave-girl by the name of Ulamashshi, but it is not certain whether the reference is to the same person.

Lastly, 40 records the gift by Zigi of the girl Yalampa to two women. According to 3, the same girl is presented to another person, probably at a later date. Slave-girls were evidently in great demand as personal servants in the harems of wealthy Arraphans.

These remarks conclude the analytical portion of the present essay. In the following pages the texts are given in transliteration, with translations and brief philological notes.

<sup>60</sup> The term for 'constable,' 'sheriff,' or the like is *awšimazzatuhlu* or *manzatuhlu*; it shows the same characteristic Hurrian element (*u*)*hlu* which is found, among others, in the common *halzuḫlu* and in proper names like *Ehli-Teshup*, *Ehli-papu*, etc. Of the Akkadian designations for officials, current in these texts, we may call attention to *māru* (cf. H. 50. 11), which is probably the same as *mu'erru* 'overseer.' The word stands for a kind of police office; one such official in *Mushapu*, cf. l. c., and H. 45. 11.

<sup>61</sup> The *tahsistum* documents are found among the Cappadocian tablets. In the Kirkuk material they are usually followed by three seal-impressions, without any names of witnesses. They represent abstracts of cases for later reference. Incidentally, that many of the witnesses mentioned in our texts are judges or other city officials is made clear by 33. 2 ff., and especially line 9.

## 1 (H 60)

(1) [tup-pí] ma-ru-ti ša (2) [<sup>m</sup>E]-he-el-te-šup mār P[u-ḥi-i]a (3) [<sup>m</sup>Zi]-gi mār Ak-ku-ia a-na (4) [ma-r]u-ti i-te-pu-uš ù (5) [mi-n]u-um-me-e eqlātu<sup>pl</sup> <sup>tu</sup>4-ia (6) [bītātu]<sup>pl</sup> <sup>tu</sup>4-ia ma-na-ḥa-tu<sup>4</sup>-ia (7) [ka-l]u-um-ma-nu-ia išten<sup>en</sup> mimmi-ia (8) [a-na]<sup>m</sup>Zi-gi addin<sup>din</sup> šum-ma (9) [mār]-šú ša <sup>m</sup>E-he-el-te-šup it-tab-šu (10) [ù]šinni<sup>ni</sup>-šu zitta i-liq-qì (11) ù <sup>m</sup>Zi-gi te-ir-te-en-nu (12) šum-ma mārū<sup>pl</sup> ša <sup>m</sup>E-he-el-te-šup (13) la it-tab-šú ù <sup>m</sup>Zi-gi-ma e-wi-ru (14) ù <sup>m</sup>E-he-el-te-šup ma-ra na-ka<sup>4</sup>-ra (15) ša-na i-na muḥ-ḥi <sup>m</sup>Zi-gi la i-pu-uš (16) a-du<sup>4</sup>-ú <sup>m</sup>E-he-el-te-šup bal-tu<sup>4</sup> (17) ù <sup>m</sup>Zi-gi i-pal-la-aḥ-šu (18) šubāta i-la-ba-aš-šu ma-an-nu-um-me-e (19) i-na bi-ri-šu-nu ib-bá-la-ka<sup>4</sup>-tu<sup>4</sup> (20) 1 manū kaspu 1 manū ḥurāšu (21) ú-ma-al-la tup-pí i-na (22) arki šú-du<sup>4</sup>-ti i-na bá-ab a-bu-ul-li (23) ša<sup>7</sup>-ṭi-ir

(24) maḥar An-ni-šu mār Ḥa-ma-an-na (25) maḥar A-kip-šarri mār E-gi-gi (26) maḥar Ḥa-ši-pa<pu> mār Ar-še-eḥ-li (27) maḥar [— —]-ia mār Še-en-na-ia (28) maḥar [Te-ḥe-eš-še]-en-ni mār Ū-na-a-a (29) maḥar [— — —]a mār Arad-ku-pí (30) maḥar [— — —] mār Ḥu-um-mu-ru (31) maḥar [— — —] mār Šú-ru-ka<sup>4</sup>-a-a (32) [— — — —]še (33) aban Na-an-na[-taḥ tupšarru]

Some seals destroyed.

[Tablet] of adoption of [E]helteshup son of P[uhiy]a; [Zi]gi son of Akuya he a[do]pted: "Accordingly, (5) [a]ll my lands, my [build]ings, [an]d my earnings, my domestics, one (part) of all my property, to Zigi I have given." In case Ehelteshup has any sons (of his own) (10) a double portion they shall receive, and Zigi shall be second. If Ehelteshup has no sons, then Zigi shall be the (principal) heir. And Ehelteshup, another strange (= adopted) son (15) in addition to Zigi shall not acquire. As long as Ehelteshup is alive, Zigi shall serve him; with garments he shall provide him. Whoever among them breaks the contract (20) shall furnish one mina of silver and one mina of gold.

The tablet was written after the proclamation in the entrance of the gate.  
10 witnesses (partly destroyed); seals destroyed.

4. *U*: In the Kirkuk texts, the copula is often used to take up an interrupted thread, or to express result. A precise rendering is difficult in many instances; 'hence,' 'whereby,' and certain pronominal forms, have been introduced in the translations as admittedly feeble substitutes. *Ma* is generally an emphasizing particle.

7. *Mimmua*: see above, note 13.

11. *Tertennu*: cf. note 6.

12. *šumma*: literally 'given that . . .' but for the sake of simplicity the rendering 'if' will be retained for the most part.

13. *Ewiru*: see note 5.

15. *Ipuš*: incorrectly for *īpaš*.

20. For the case used with numerals see note 8.

23. *Šaṭir*: One of the disadvantages of Thureau-Dangin's system of transliteration is the necessity which that system imposes of giving an etymological transcription at all costs. The text reads in the present instance *sa-ṭi-ir*, instead of which we are obliged to write the rather barbarous *ša<sub>7</sub>-ṭi-ir*. There is ample evidence to prove that *š* was pronounced *s* in ancient Arrapha, as a rule, doubtless under the influence of Hurrian; cf. e. g., 18. 17; 19. 1.

33. *Ṭupšarru*: one would naturally expect the genitive, but cases like *qāt . . . ṭupšar-rum* (27. 23) show that grammatical niceties were frequently disregarded; cf. also 4. 47, 12. 25, 24. 18. Even such an anomaly as *ina bābi labiru* is possible; cf. 20. 43-4.

## 2 (H 67)

(1) ṭup-pi ma-ru-ti ša [<sup>m</sup>Zi-gi] (2) mār Ak-ku-ia mār-šú <sup>m</sup>Še-en-[ni-ma] (3) a-na ma-ru-ti a-na <sup>m</sup>Šu-[ri-ḫi-ilu id-din] (4) ù <sup>m</sup>Šu-ri-ḫi-ilu <sup>m</sup>Še-en-ni-[ma] (5) mi-nu-um-me-e eqlāti<sup>pl</sup> ti an[*nu-ti*] (6) ma-na-ḫa-ti-šu mi-im-ma šum-šú<sup>(a)</sup> (7) ištēn<sup>en</sup> mimmi-šú a-na <sup>m</sup>Še-en-ni-ma iddin<sup>din</sup> (8) šum-ma mār-šú ša <sup>m</sup>Šu-ri-ḫi-ilu it-tab-ši<sup>(a)</sup> (9) rabū šinni<sup>ni</sup>-šú zitta i-liq-qì (10) ù <sup>m</sup>Še-en-ni-ma te-ir-te-en-nu ki (11) emūqi-šu-ma zitta<sup>pl</sup> i-liq-qì (12) a-du-ú <sup>m</sup>Šu-ri-ḫi-il bal-tù (13) ù <sup>m</sup>Še-en-ni-ma i-pal-la-aḫ-šu (14) im-ma-ti-me-e <sup>m</sup>Šu-ri-ḫi-ilu[im-tu-ut] (15) ù <sup>m</sup>Še-en-ni-ma e-wi[-ru-um]-ma e-pu-uš (16) ù <sup>f</sup>Gi-li-im-ni-nu a-na aš-šu[-ti] (17) a-na <sup>m</sup>Še-en-mi-ma nadin<sup>din</sup> šum-ma <sup>f</sup>Gi-li-im-ni-nu ú-la-ad (18) ù <sup>m</sup>Še-en-ni-ma aš-ša-ta ša-ni-ta la i-ḫa-az (19) ù šum-ma <sup>f</sup>Gi-li-im-ni-nu la ú-la-ad (20) <sup>f</sup>Gi-li-im-ni-nu sinništa ša mā<sup>t</sup>Nu-ul-i [-a-ú] (21) a-na aš-šu-ti a-na <sup>m</sup>Še-en-ni-ma i-liq-qì (22) ù še-ir-ri <sup>f</sup>Gi-li-im-ni-nu l[*a*] ú-ma-ar (23) mi-nu-um-me-e mārū<sup>pl</sup> ša libbi <sup>f</sup>Gi-li-im-ni-nu (24) [a-na <sup>m</sup>Še]-en-ni-ma ú-la-[ad ù] (25) [mi-nu-um-me]-e eqlāti<sup>pl</sup> bītāti<sup>coll</sup> [*mi-im-ma*] (26) [*sum-šu* a-n]a mārī<sup>pl</sup> na-ad-nu [ù] (27) [šum-ma m]a-ra lá ú-la-ad [ù] (28) mārāt-sú ša <sup>f</sup>Gi-li-im-[ni-nu i-na] (29) eqlāti<sup>pl</sup> bītāti<sup>coll</sup> ištēn<sup>en</sup> mimmi i-liq-q[*l*]<sup>(a)</sup> (30) ù <sup>m</sup>Šu-ri-ḫi-ilu mā-ra ša-ni-[a-na] (31) i-na muḫ-ḫi <sup>m</sup>Še-en-ni-ma la i-pu-uš (32) ma-an-nu-um-me-e i-na (33) be-ri-šu-nu ib-bá-[la-ka-tu] (34) 1 mauū kaspu 1 manū ḫurāšu umallā (35) ù <sup>f</sup>Ia-la-am-pa a-na amtūti<sup>pl</sup> a-na (36) <sup>m</sup>(<sup>b</sup>)Gi-li-im-ni-nu na-ad-nu ù (37) ù (<sup>b</sup>) <sup>f</sup>Ša-ti-im-ni-nu a-na a-bu-ti itepuš (38) a-du bal-ṭu, i-pal[-la-aḫ-šú]<sup>(a)</sup> (39) <sup>f</sup>Ša-ti-im-ni-nu [— — —] la i-ḫé-ip-pí (40) šum-ma <sup>f</sup>Gi-li-im-ni-nu ú-la-ad ù <sup>m</sup>Še-en-ni-ma (41) aš-ša-ta ša-ni-ta i-ḫa-az (42) qa-an-na-šú ša SAG-ma ú-uš-ši

(43) maḥar It-ḫi-ip-šarri mār Ar-ta-še-en-ni (44) maḥar Tar-mi-ia mār Šuk-ri-ia (45) maḥar It-ḫa-pu mār Nu-uz-za (46) maḥar Mār-dIštar<sup>(c)</sup> mār A-ta-a-a (47) maḥar Ni-nu-a-ri mār Ar-te-eš-še (48) maḥar Ša-tù-ia mār Zi-gi (49) maḥar A-ar-ta-e mār En-na-mil-ki (50) maḥar A-ki-ia mār šarri<sup>(i)</sup> (51) maḥar Ar-zi-iz-za mār Ka<sub>4</sub>-ri-ri (52) maḥar Na-an-na-taḫ ṭupšarru (53) māru<sup>(l)</sup> ri-ḫu-tù ša mZi-gi i-na eqlāti<sup>(l)</sup> [ù] bītati<sup>(coll)</sup> <sup>(l)</sup> (54) ša ištēn<sup>(n)</sup> mimmi la i-qar-ri-ib-šu ṭup-pí [ina arki] (55) šu-du-ti ša<sub>4</sub>-ṭi-ir  
 Seals of the witnesses named in lines 43-46, 48, 49, and:  
 (58) aban mEh-li-pá-pu awē<sup>(j)</sup> ḫa-zi-a-an-nu

a. Probably nothing else followed. b. Sic! c. Ū.

Tablet of adoption belonging to [Zigi] son of Akkuya; his son Shenni[ma] as son to Shu[rihil he has given.] And Shu[rihil], as far as Shennima is concerned, (5) all *these* lands, his earnings, whatever their description, one (portion) of it all to Shennima he has given. If Shurihil has a son (of his own,) firstborn (he shall be;) a double share he shall take. (10) Shennima shall then be second and according to his allotment his inheritance share he shall take. As long as Shurihil is alive, Shennima shall serve him. When Shurihil [dies,] (15) Shennima shall become h[eir.] Further, <sup>(i)</sup>Gilimninu as wife to Shennima has been given. If <sup>(i)</sup>Gilimninu bears (children,) Shennima shall not take another wife; and if <sup>(i)</sup>Gilimninu does not bear, (20) <sup>(i)</sup>Gilimninu a woman of the Lullu as wife for Shennima shall take. As for (the concubine's) offspring, <sup>(i)</sup>Gilimninu shall [*not*] send (them) away. Any sons that out of the womb of <sup>(i)</sup>Gilimninu [to She]nnima may be bor[n, (25) all the] lands, buildings, [whatever their description,] to (these) sons are given. [In case] she does not bear [a s]on, then the daughter of <sup>(i)</sup>Gilim[ninu of] the lands and buildings one portion shall take. (30) As for Shurihil, another son in addition to Shennima he shall not adopt.

Whoever among them breaks [the contract] shall furnish one mina of silver and one mina of gold.

(35) Moreover, <sup>(i)</sup>Yalampa as handmaid to <sup>(i)</sup>Gilimninu has been given, and <sup>(i)</sup>Shatimninu for supervision has been assigned. As long as she is alive, she (Yalampa) shall se[rve her;] and <sup>(i)</sup>Shatimninu [. . .] shall not annul.

(40) If <sup>(i)</sup>Gilimninu bears (children) and Shennima takes another wife, her "bundle" she shall *pick up* and she shall leave.

10 witnesses.

(53) The remaining sons of Zigi with the lands and buildings of the (above) one (part of the) property shall not interfere.

The tablet was written after the proclamation.

8 seals.

This important document is unfortunately defective in several places. The reconstructions must be considered as conjectural for the most part.

1. The wills of Zigi, the dominant character of the entire family, are to be found in 20 and 21.

17. *Nadin* rather than *ittadin*, since a passive is required. A masculine verbal form with a feminine subject is also *na-ad-nu*, line 36.

18. A Lullu woman was practically synonymous with 'slave-girl.' For full material on the Lullu cf. the writer's *Mesopotamian Origins*, ch. IV.

37. For *abātu* see above, note 18.

42. *Qannu* is a near equivalent of "dowry," cf. note 48 and remarks *a. l.*; *ša-SAG-mi* must contain a verb, though what that may be is difficult to say. Perhaps *ša* is really an imperfectly written ligature for *i-na*, in which case the verb in question would be *i-na-saq* 'shall choose.'

54. *Shall not interfere*: literally 'shall not come near it.'

### 3 (H 59)

(1) *ṭup-pi ma-ru-ti ša mŠe-en-ni-ma* (2) *mār Zi-gi ù mAr-zī-iz-za* (3) *mār Zi-gi-ma a-na ma-ru-ti* (4) *i-te-pu-uš um-ma mŠe-en-ni-ma-ma* (5) *mi-nu-um-me eqlāti<sup>pl</sup> ti ù bītāti<sup>coll</sup> pl ti* (6) *ša mŠu-ri-ḫi-il a-na ia-ši ša* (7) *a-na ma-ru-ti i-te-ip-šá-an-ni* (8) *ù i-na-an-na a-na-ku a-na* (9) *mAr-zī-iz-za at-ta-din* (10) *1 imēr eqli i-na ša-pá-at ḫi-ri-ti* (11) *a-na Ši-wi-ir-ki-a-še mār-ti-ia at-ta[-din]* (12) *a-di-i Ši-wi-ir-ki-a-še bal-ṭu<sub>4</sub>* (13) *1 imēr eqli an-ni-i ú-ka<sub>4</sub>-al* (14) *e-nu-ma Ši-wi-ir-ki-a-še imtūt<sup>(a)</sup>* (15) *ù mAr-zī-iz-za 1 imēr eqli an-ni-i i-liq-qì* (16) *ù um-ma mŠe-en-ni-ma-ma* (17) *Ia-la-am-pá amti-ia* (18) *a-na Zi-li-ip-ki-a-še<sup>(b)</sup> ummi-ia* (19) *at-ta-di-in a-di-i* (20) *Zi-li-ip-ki-a-še bal-ṭu<sub>4</sub>* (21) *ù Ia-la-am-pá i-pal-la-aḫ-šu* (22) *e-nu-ma Zi-li-ip-ki-a-še imtūt<sup>(a)</sup>* (23) *ù mAr-zī-iz-za Ia-la-am-pá* (24) *i-liq-qì* (25) *ṭup-pi ina arki šu-du-ti* (26) *a-šar abulli ša Nu-zi ša-ṭe<sub>4</sub>-ir*

(27) *maḥar Eḫ-li-te-šup mār Ta-i-še-en-ni* (28) *maḥar Ḫa-na-a-a mār Ka<sub>4</sub>-a-a* (29) *maḥar Suk-ri-te-šup mār A-ki-ia* (30) *maḥar Ḫa-na-a-a mār Ka<sub>4</sub>-ri-ru* (31) *maḥar Ḫa-na-a-a mār Ar-wi-ia* (32) *maḥar Ar-taš-še mār It-ḫi-iš-ta* (33) *maḥar Ut-ḫap-ni-ra-ri mār Eḫ-li-te-šup* (34) *maḥar Ur-ḫi-ia mār A-ḫu-ia* (35) *maḥar Eḫ-li-te-šup mār Ša-tù-gi-wi* (36) *maḥar Tù-ra-ar-te-šup ṭupšar-rum* (37) *mār Gi-el-te-šup*

Seals of the witnesses named in lines 34, 27, 29, 32, 33, 36, and of Annishu son of Hamanna (42 b) <sup>awēl</sup>ma-šar abulli.

a. BA . BAD. b. Copy has *li*, a scribal error.

Tablet of adoption of Shennima son of Zigi, whereby he adopted Arzizza, also son of Zigi.

And thus (says) Shennima: (5) "All the lands and buildings, which Shurihil (deeded) to me on taking me into sonship, I am now giving to Arzizza. (10) One imer of land, on the bank of the canal, to my daughter <sup>†</sup>Shiwirkiashe I have given. As long as <sup>†</sup>Shwirkiashe lives, she shall retain that one imer of land. When <sup>†</sup>Shwirkiashe dies, (15) Arzizza shall receive the one imer of that land." Thus further (says) Shennima: "My handmaid <sup>†</sup>Yalampa to Zilipkiashe, my mother I have given. As long as (20) <sup>†</sup>Zilipkiashe is alive, Yalampa shall serve her; when Zilipkiashe dies, Arzizza shall take <sup>†</sup>Yalampa."

(25) The tablet was written after the proclamation in the gate of <sup>†</sup>Nuzi.

9 witnesses and signature of scribe; 7 seals, the last one being the gate-keeper's.

7. For the adoption of Shennima cf. the preceding document.

17. For the transfer of Yalampa to two other women see 40.

25. Note *ṣuppi* for *ṣuppu*, probably influenced by the numerous cases in which the word is followed by a genitive.

#### 4 (H 7)

(1) um-ma <sup>m</sup>Zi-gi-ma mār Ak-ku-ia (2) mār-ia <sup>m</sup>Še-el-lu-ni a-na (3) ma-ru-ti a-na A-kap-še-en-ni (4) mār Zi-gi naḏnu<sup>nu</sup> i-na eqlāti<sup>pl</sup>-ia (5) ù i-na bītāti<sup>pl</sup>-ia la sū-um-mu-uḥ (6) ù la i-zu-uz-zu šum-ma <sup>m</sup>Zi-gi (7) i-na ur-ki <sup>m</sup>Še-el-lu-ni i-ša-as-sí (8) 1 manū kaspu 1 manū ḥurāṣu (9) a-na <sup>m</sup>A-kap-še-en-ni ú-ma-al-la (10) um-ma <sup>m</sup>A-kap-še-en-ni-ma šum-ma mār-ia (11) ša ú-ul-la-du, i-bá-aš-ši (12) rabū ù 2 zīāti<sup>pl</sup> i-liq-qì (13) lu-ú-u aš-ša-as-sú ša <sup>m</sup>A-kap-še-en-ni (14) ma-ra ša ú-ul-la-du, ù rabū (15) <sup>m</sup>Še-el-lu-ni te-ir-te-en-nu (16) <sup>†</sup>Til-ku-uš-ḥé mārāt Ma-li-ia (17) a-na a-bu-ti a-na <sup>m</sup>Še-el-lu-ni i-te-pu-uš (18) a-du, <sup>m</sup>A-kap-še-en-ni ù (19) <sup>†</sup>Til-ku-uš-ḥé bal-ṭu, (20) ù <sup>m</sup>Še-el-lu-ni i-pal-la-aḥ-šu-nu-ti (21) šum-ma <sup>m</sup>Še-el-lu-ni i-na pí-i (22) ša <sup>m</sup>A-kap-še-en-ni ù <sup>†</sup>Til-ku-uš-ḥé (23) la i-še-im-me šum-ma a-na pa-ni daiānī<sup>pl</sup> (24) ú-še-el-lu-šu-nu-ti (25) šum-ma ša-ni-a-na šum-ma šašši<sup>š</sup>-šu (26) ú-še-el-lu-šu-nu-ti (27) ù qí-ir-ba-an-šu ša (28) <sup>m</sup>Še-el-lu-ni <sup>m</sup>A-kap-še-en-ni (29) ù <sup>†</sup>Til-ku-

uš-ḥé (30) i-ḥé-ip-pé-šu-nu-ti (31) ma-an-nu-me-e i-na be-ri-šu-nu (32) ibal-katū, 1 manū kaspu (33) 1 manū ḥurāṣu ú-ma-al-la

(34) maḥar It-ḥa-a-pu mār Wa-an-ti-ia (35) maḥar Eḥ-li-pa-⟨pu⟩ mār Nu-pa-na-ri (36) maḥar Tu-ra-ri mār El-ḥi-ip-šarri (37) maḥar Eḥ-li-pa-pu mār Ut-ḥap-ta-e (38) ma-ḥar A-kip-šarri mār Bēl-kit-ta<sup>(a)</sup> (39) maḥar Ut-ḥap-ta-e mār Zi-gi (40) maḥar Gi-en-ni mār Ḥa-ma-an-na (41) maḥar A-kap-ta-e mār Wa-an-ti-ia (42) maḥar Ḥa-ni-ū mār Ka<sub>4</sub>-ak-ki (43) maḥar Ḥu-pi-ta mār Ḥa-ma-an-na (44) maḥar Te-ḥi-pa-pu mār Gi-el-ša-pu (45) maḥar A-pa-zi mār Ma-li-ia (46) maḥar Na-aš-wu KI.MIN maḥar Ur-ḥi-ia KI.MIN (47) maḥar Na-an-za-taḥ ṭupšar-rum

Seals of the witnesses in lines 35, 38, 39, 44-47, and of Zigi.

a. Or perhaps Hurrian: *BE.TAR.TA* (*Til-kit-ta?*)

Thus (says) Zigi son of Akkuya: "My son Shelluni into sonship to Akapshenni son of Zigi has been given; of my lands (5) and of my buildings he shall have no part or share. If Zigi raises claims on account of Shelluni, he shall furnish to Akapshenni one mina of silver and one mina of gold." (10) Thus (says) Akapshenni: "If I have a born son, he shall be the elder; accordingly, he shall receive a double share. Indeed which(ever) wife of Akapshenni bears a son, he shall be the elder; (15) Shelluni shall be second. <sup>†</sup>Tilkushhe daughter of Maliya for supervision to Shelluni has been assigned. As long as Akapshenni and <sup>†</sup>Tilkushhe live, (20) Shelluni shall serve them. In case Shelluni fails to obey Akapshenni and <sup>†</sup>Tilkushhe, if he causes them to appear before the judges; (25) if for the second and for the third time he causes them to appear, then the *relationship* of Shelluni Akapshenni and <sup>†</sup>Tilkushhe (30) shall annul. Whichever among them breaks the agreement shall furnish one mina of silver and one mina of gold.

15 witnesses; 8 seals.

What is particularly significant about this document is the fact that A. adopts, at the instance of his father, a brother of his own, apparently a younger one. It would be interesting to know whether sentiment or economic considerations played the main part in this transaction.

16. Tilkushhe is the wife of A.; cf. the will in 22. Thus *ana abūti* amounts practically to 'as co-parent,' although the noun is probably unrelated to *abu* 'father.'

27. For *qirbānu* (?) cf. notes 20-21 and the discussion *ad loc.*

30. *Ḥeppešunūti* for *Ḥeppūšu*; this curious confusion between verb in plural + singular object suffix with singular verb and plural suffix is not uncommon in these tablets. Cf. e. g., *zitti-šunu* for *ziāti-šu*, 16.4; *mārūp!* . . . *ipalaḥ-šunūti* for *ipalaḥ-šū-ki*, the plural suffix being due to the plural subject, 20.13; *mārūp!* . . . *uščī-šunu* for *uščū-ši*, *ib.* 30.

## 5 (H 66)

(1)  $\text{tup-pi mārū-ti}$  (2)  $\text{ša } ^m\text{A-kap-ur-ḫi}$  (3)  $\text{arad } ^m\text{Si-il-wi-te-šup}$  (4)  $\text{ù } ^f\text{Na-aš-mu-un-na-a-a}$  (5)  $\text{aššat } ^m\text{Si-il-wi-te-šup}$  (6)  $\text{a-na mārū-ti itepuš}^{u3}$  (7)  $\text{um-ma } ^m\text{A-kap-ur-ḫi-ma}$  (8)  $\text{mi-nu-um-me-e eqil ti-de}_4\text{-en-ni}$  (9)  $\text{ka}_4\text{-l[u]m-ma-ni-ia}$  1  $\text{mimmu-[i]a}$  (10)  $\text{pu-uḫ-ri-ia}$  (11)  $\text{a-na } ^f\text{Na-aš-mu-un-na-a-a}$   $\text{nadnu}$  (12)  $\text{šum-ma } ^m\text{Šu-ši-ia}$  (13)  $\text{Na-aš-mu-un-na-a-a}$  (14)  $\text{i-pal-laḫ-šu}$  (15)  $\text{mi-nu-um-mi-e ša p[i tup-pi an-ni-i]}$  (16)  $\text{Na-aš-mu-un-na-a-a a-na } ^m\text{Šu-ši-ia i-[na-an-din]}$  (18)  $\text{šum-ma } ^m\text{Šu-ši-ia}$  (19)  $\text{Na-aš-mu-un-na-a-a}$  (20)  $\text{la i-pal-la-ah-[šu]}$  (21)  $\text{mi-nu-um-me-e}$  (22)  $\text{ša pi tup[-pi an-ni-i]}$  (23)  $\text{ù } ^f\text{Na-aš-mu-un-na-a-a}$  (24)  $\text{a-šar ha-de}_4\text{-e i-na-an-din}$

(25)  $\text{um-ma } ^m\text{A-kap-ur-ḫi-ma}$  (26) 1  $\text{imēru } 5 \text{ awiḫari} \langle \text{sēu} \rangle^{pl(a)}$  2  $\text{RI.NI}$  [ — — ] (27) 1  $\text{si-a-na-tum}$  1  $\text{si-ri [-am ša]}$   $\text{siparri}$  (28)  $\text{ištēnū}^{nu}\text{-ti } ^i\text{šerši}$   $\text{an-nu-tum}$  (29)  $\text{ša nu-wa-aš-ši-wa ša } ^f\text{U-me-ia}$  (30)  $\text{ù i-na-an-na a-na } ^f\text{U-me-ia}$  (31)  $\text{nadnu}$

(32)  $\text{maḫar } ^m\text{Ir-wi-a-ri } ^{aw4}\text{in-ka}_4\text{-rum}$  (33)  $\text{maḫar } ^m\text{Ha-tar-te mār Še-na-a-a}$  (34)  $\text{maḫar } ^m\text{A-kap-še-ni mār Arta-še-ni}$  (35)  $\text{maḫar } ^m\text{Ha-na-a-a mār Ka}_4\text{-ti-ri}$  (36)  $\text{qāt } ^m\text{Si-pur-ša mār Tar-mi-til-la}$

Seals of the above witnesses except Hatarte, and of *Ar-pu-ru-ša*,<sup>(b)</sup> the scribe.

a. Text has only three vertical wedges followed by *MEŠ*. The above reconstruction is, therefore, uncertain. b. In line 36 we have the scribal signature of *Ši-pur-ša*, while on the seal the scribe calls himself *Ar-pu-ru-ša*. Cf. note.

Tablet of adoption of Akapurhi servant of Shilwiteshup, whereby  $^f\text{Nash-munnaya}$ , (5) wife of Shilwiteshup, he adopted. Thus (says) Akapurhi: All the security lands, all my household, one (part of) everything that I own, (10) which I have amassed, to  $^f\text{Nashmunnaya}$  I have given. If Shushiya will serve  $^f\text{Nashmunnaya}$ , (15) everything [mentioned in this tablet]  $^f\text{Nashmunna[ya]}$  to Shushiya [shall give.] If Shushiya  $^f\text{Nashmunnaya}$  (20) does not serve, everything that is mentioned in [this] tablet  $^f\text{Nashmunnaya}$  may give to whomever she pleases."

(25) Thus further (says) Akapurhi: "One imer (and) 5 *awiḫari* <of grain,> 2 — —, one headdress, one armor of bronze, one bedstead, these (things,) which were — — — of  $^f\text{Umeya}$ , (30) now to  $^f\text{Umeya}$  I have given."

5 witnesses, the first one being a husbandman; signature of the scribe; 6 seals.

8. *Eqil tidenni* represents the interest in the lands held as security. Whatever may be the etymology of *tidennu/tidennūtu* (the first dental may be voiced and the second voiceless), the translation is ad sensum and not ad nomen.

10. *Puḫru* is probably synonymous with *mānahātu*; cf. IS. 6.

27. *sianātum* corresponds to Aramaic 𐤔 𐤓 𐤍 'a kind of headdress.'

29. *Nu-ua-aš-ši-ua* is untranslatable; it is probably a Hurrian word.

36. Is the *ši* in *šipurša* an error for *Ar*, the second part of the sign having been omitted by mistake? On the seal of the same person the name appears as *Ar-pu-ru-ša* (line 40).

## 6 (H 57)

(1) 𐎶𐎶𐎶𐎶 ma-ru-ti ša <sup>m</sup>E-te-eš-še-en-ni (2) mār Na-ni-ia mār-šu <sup>m</sup>Pal-te-šup (3) a-na ma-ru-ti a-na <sup>m</sup>Til-la-a-a (4) mār Kip-ta-e iddin-nu ù <sup>m</sup>Til-la-a-a (5) <sup>m</sup>Pal-te-šup aššata ú-ša-aḫ-az-zu (6) ù a-du<sub>4</sub> <sup>m</sup>Til-la-a-a bal-ṭù (7) ù <sup>m</sup>Pal-te-šup i-pal-la-aḫ-šu (8) im-ma-ti-me-e <sup>m</sup>Til-la-a-a im-tù-ut (9) ù <sup>m</sup>Pal-te-šup aššat-sú qa-du še-ir-ri-šu (10) ù 2 imēr eqlāti<sup>1</sup> ina 'Za-mi-te i-li-iq-qì (11) ù šu-ú il-ka<sub>4</sub> it-ti mār<sup>1</sup> <sup>m</sup>Til-la-a-a (12) na-ši ù šum-ma la na-ši (13) aššat-sú ù še-ir-ra-šu i-li-iq-qì (14) ù eqlāti<sup>1</sup> i-iz-zi-ib ù ú-uš-ši (15) [ma]-an-nu-um-me-e ina be-ri-šu-nu (16) [iba]lkatu<sup>16</sup> 6 alpā<sup>1</sup> damqa<sup>14</sup> ú-ma-al-la (17) [ṭup-p]i ina arki šu-du-ti (18) [ina] 'Nu-zi ina bá-ab abulli (19) ša-ṭi-ir

(20) maḥar <sup>4</sup>Sin-ir-ra-me-ni mār E-r[i]-šu (21) maḥar Ṭab<sup>(a)</sup>-ar<sup>(b)</sup>-ra-ap-hé mār Ka<sub>4</sub>-pí-in-ni (22) maḥar Ku-un-nu-ia a-bu-ul-ta-nu (23) maḥar E-ḫe-el-te-šup mār Ta-i-še[-ni] (24) maḥar A-kap-še-en-ni mār Zi-gi (25) maḥar Šuk-ri-ia mār Sin-nap-šir ṭupšarru

a. DUG.GA. b. ar written twice.

Tablet of adoption of Eteshshenni son of Naniya; his son Palteshup into sonship to Tillaya son of Kiptae he has given. And Tillaya (5) for Palteshup shall procure a wife; and as long as Tillaya is alive, Palteshup shall serve him. When Tillaya dies, Palteshup his wife together with her offspring (10) and 2 imer of lands in 'Zamite shall receive. He is, further, to bear the feudal tasks together with the sons of Tillaya; if he does not bear them, the lands he shall give up and he is free. (15) Whoever among them breaks the agreement shall furnish 6 sound oxen.

The tablet was written after the proclamation in 'Nuzi, in the entrance of the gate.

7 witnesses; 7 seals.

16. The fine of "six sound oxen" is a departure from the usual norm of "one mina of gold and one mina of silver."

## 7 (H 65)

(1)  $\text{ṭup-pí mārūti}^{(a)}$  (2)  $\text{ša } ^m\text{A-ku-ia}^{(b)}$  a-na mārūti<sup>(a)</sup> i-pu-šu (3)  $^m\text{A-ri-ia}$  a-na mārūti<sup>(a)</sup> i-pu-šu (4) i-na eqli ù  $\text{bīlāti}^{(c)}$  <sup>pl</sup> ù-sí-mi-ḥu-eš (5)  $^m\text{A-ku-ia}$  ù ma-ra-sú ma-la-ḥa-mi-iš i-zu-zu (6)  $^m\text{TU-ul-pu-na-ia}$  (7)  $\text{šu-ma ša-na ma-ra}$  i-pu-uš i-na eqli ù  $\text{bīti}^{(c)}$

(8) maḥar Ki-ni-ia mār Pu-i-ta-i (9) maḥar Zi-pá-tá-al mār Pu-i-ta-i (10) maḥar A-kà-ia mār Ki-i-zu-ia (11) maḥar Še-kà-ru mār Pu-hi-še-ni (12) maḥar Za-ar-mi-ia ma-ar Ta-tù-'lum (13) maḥar Nu-ur-ri-ia mār Ha-lu-še-en-ni (14) maḥar Šu-mi-ia mār Zi-pa-ia ša-gi (15) maḥar Ar-na-ma-ar mār A-pa-a-a-zi-ni (16) maḥar Nu-ri-ia mār  $^d\text{Sin-tá-ak-la-ak}$  (17) maḥar  $\text{ll-i-ki}^{(d)}$  -ša mār  $^d\text{Sin-tá-ak-la-ak}$  (18) maḥar Ki-li-ip-šarri mār I-ša-ku (19) maḥar [ — — ] ḥa-ia mār Ki-in-ni-ia (20) maḥar [ — — — ] ia <sup>(e)</sup> nu-a-ri (21) maḥar Ma-ru-ka-ia mār A-pa (22) maḥar Sin-a-a-pá-rum mār Sin-tá-ak-la-ak (23) maḥar Sin-ibni ṭupšarrum

a. TUR. b. Written very badly, over an erasure. It should be pointed out that the whole tablet is written very poorly, apparently by a novice, or perhaps as a draft to be rewritten later, which may explain the absence of seals. c. The sign as it stands is GIS, but there can be little doubt that E is meant. d. Written di. e. Or is nu-a-ri part of the name?

Tablet of adoption, whereby Akuya was taken into sonship; Ariya adopted him. Of his lands and his buildings he made him joint heir. (5) Akuya and his daughter shall receive equal portions, (As for) Tulpunnaya, him as second son he shall adopt with regard to land and building(s).

16 witnesses.

As stated above (textual note b), the tablet is full of errors and omissions; consequently, the translation is not entirely certain.

6-7. The above translation assumes that *šu-ma* is intended as a pronoun, and that the statement is complete. But in view of the defective writing of the tablet it is not impossible that *šu-ma* stands for *šum-ma*; in that case something like *šaššumma itepuš* would have to be supplied, the general sense being then 'if Tulpunnaya is adopted as the second son, the adoptive father shall forfeit his lands and buildings.'

## 8 (H 21)

(1) um-ma  $^m\text{Ki-pá-al-ru-um-ti-ma}$  (2) mār Ḥa-ni-ku mār-ia (3)  $^m\text{Zi-ir-te-šup}$   $\text{qí-ir-bá-an-šu}$  (4) i-na pa-na-nu eḥ-te-pé (5) ù i-na-an-na a-na ma-ru-ti-im-ma (6) ut-te-ir-šu ù marū rabū šu-ú (7) 2-šu zitta i-liq-qí (8) ù al-lu-tu, mārū<sup>pl</sup>-ia (9) ri-ḥu-tu, i-na ar-ki  $^m\text{Zi-ir-te-šup}$  (10) ki-ma emūqī<sup>pl</sup> šu-nu-ma zitta (11) i-liq-qú-ú

(12) maḥar Gi-el-til-la mār Gi-li-ia ḥa-za-an-nu (13) maḥar A-kap-še-en-ni

mār Zi-gi (14) maḥar Gi-el-te-ia mār Ar-zi-iz-za (15) [maḥar H]u-pí-ta mār [— — —] (16) [maḥar H]a-na-ak mār [še- — —] (17) [maḥar In]-ni-ka-a-a m[ār — — —] (18) [maḥar <sup>d</sup>Nabū]-ilu<sup>(a)</sup> ṭup[šarru] (19) [maḥar — — — — —]

Seals of the first six witnesses.

a. [AN.AK.] AN.RA

Thus (says) Kipalrumti son of Haniku: "(As regards) my son Zirteshup, I at first annulled his *relationship*; (5) but now I have restored him into sonship. He is the elder son and a double share he shall receive. And my other remaining sons after Zirteshup, (10) according to their allotment only, shall receive their portions.

6 witnesses and scribe; 6 seals.

1. The name could perhaps be also read Kipalrutupti; cf. e. g., *Ar-ru-tup-pá*, 21.56. On the other hand, we have *A-ri-im-tu-ri* with *m* (32.4.6). Cf. also *A-ri-il-lu-um-ti*, H. 12.11, and *Ar-ru-um-ti* H. 83.2, and H. 91.2.

4. We could also read *iḥtepe* 'he broke, annulled;' but in view of what follows the first person seems more logical.

12. Note the name of the *ḥazannu* who is the first witness. Was his participation due to the serious nature of the document?

9 (H 62)

(1) ṭup-pí ma-ru-ú-ti ša <sup>m</sup>Šuk-ri-ia [mā]r Zu-un-nu-ut-ti (2) ša <sup>m</sup>Še-el-wi-ia ù ša <sup>m</sup>Su[-ru-uk]-ka-a-a (3) 2<sup>(a)</sup> awēlūtu<sup>pl</sup> an-nu-tu aḥhū<sup>pl</sup> (4) <sup>m</sup>Ak-ku-ia mār Ka-ti-ri ù <sup>m</sup>Su-ri-iḥ-ilu (5) a-na ma-ru-ti i-te-ḫ-šū-šū-nu (6) ki-ma zitti-šū-nu 3 a-wi-ha-ri eḡlu (7) i-na dimit Ka-ti-ir-ri (8) i-dī-na-aš-šū-nu

(9)<sup>(b)</sup> ù <sup>m</sup>Ak-ku-ia mār Ka-ti-ri (10) a-na 3 awēlūti<sup>pl</sup> an-nu-ti (11) 10 šiqḡu<sup>(c)</sup> kaspu šar-pu i-dī-na-aš-šū-nu

(12)<sup>(b)</sup> ma-an-nu ša <ibalkatu> 1 manū kaspu 1 manū ḥurīšu (13) i-na-an-dī-in (14) šum-ma eḡlu pa-qí-ra-na (15) ir-ta-ši ù 3 awēlūtu (16) an-nu-tu u-za-ak-ku-ma (17) a-na <sup>m</sup>Ak-ku-ia i-na-an-<dī-nu>

(18) maḥar <sup>m</sup>Ku-ma-mu mār Ar-ḫi[ — — ] (19) maḥar <sup>m</sup>Am-ma-ku mār Ū-lu-t[i — — ] (20) maḥar <sup>m</sup>Ta-a-ú-ki mār Hap-pi-š[e-en-ni] (21) maḥar <sup>m</sup>Pu-ḫi-še-en-ni mār Wa-an[-ti-ia] (22) maḥar <sup>m</sup>Ha-na-ak-ka mār Še-kà-ru (23) maḥar <sup>m</sup>A-ri-gi-el-pí (24) mār Tup-ki-ia (25) maḥar <sup>m</sup>Wa-qar-Bēli ṭupšarru

Seals of Shurukkaya, Tayuki, and the scribe.

a. Most likely a mistake for 3. It is not impossible, however, that the number refers to the *latter* 2. b. Marked on the tablet by a dividing line. c. *SU*.

Tablet of adoption of Shukriya son Zunnutti, of Shelwiya, and of Shu[ru]-kaya, these *three* men being brothers; Akkuya son of Katiri, and Shurihil, (5) they adopted. As their inheritance share, 3 awihari of land in the Katirri district they have given to them: and Akkuya son of Katiri, (10) to those 3 men 10 shekels of purified silver has given.

Whoever breaks the contract one mina of silver and one mina of gold shall furnish. If the land has a claimant, (15) these 3 men shall clear it, to Akkuya they shall deliver it.

7 witnesses; 3 seals.

11. 'Shekel' is expressed by SU as in the Amarna Letters; cf. Knudtzon, *Die el-Amarna Tafeln* (1915), p. 1522. The nominative *šar-pu* after 10 SU is worth noting.

### 10 (H 64)

(1) ṭup-pí ma-ru-ti ša Šuk-ri-ia ù (2) ša ṁŠu-ru-ka<sub>4</sub>-a-a ṁAk-ku-ia (3) mār Kà-ti-ri a-na ma-ru-ti i-te-pu-uš (4) 6 a-wi-ḥa-ri eqlāti<sup>pl</sup> i-na <dimit> Kà-ti-ri (5) a-na ṁAk-ku-ia id-dì-nu (6) ù ṁAk-ku-ia a-na ṁŠu-ru-ka<sub>4</sub>-a-a (7) ù a-na Šuk-ri-ia 20 manū erū (8) 2 imēr šēū<sup>pl</sup> id-dì-nu (9) ma-an-nu ša ibalkatu<sup>ab</sup> 1 manū kaspu (10) 1 manū ḥurāšu išaqal<sup>(a)</sup>

(11) maḥar Šu-pá-a-a mār Ar-ta-a-ri (12) maḥar I-ri-šu mār Id-dì-nu (13) maḥar Nu-ri-ia mār Zi-ip-pa-ar-zi (14) maḥar Ti<sub>4</sub>-hi-pá-pu mār Ni-iḥ-ri-ia (15) maḥar Ta-a-e mār A-ri-ku-šu (16) maḥar Gi-li-ia mār Ka-ti-r[i] (17) maḥar Ta-a-a mār A-ri-ia (18) maḥar A-ru-ma-ri mār El-ḥi-ip-šarri (19) maḥar Še-el-wi-ia mār Ar-zi-ka<sub>4</sub>-ri (20) maḥar Šu-uk-ra-pu mār ṁHu-ti-ia

Seals of the scribe (Arimmatka), of Tehipapu, Shukriya, and Nuriya.

#### a. *Ī.LAL.E.*

Tablet of adoption of Shukriya and of Shurukaya; Akkuya son of Katiri they adopted. 6 awihari of land in <the district of> Katiri (5) to Akkuya they have given. And Akkuya to Shurukaya and to Shukriya 20 minas of copper, (and) 2 imer of grain has given. Whoever breaks the contract shall pay (10) one mina of gold and one mina of silver.

10 witnesses; 4 seals.

12. The name *Irišu mār Iddinu*, 'He asked' son of 'He has granted' is worth noting.

### 11 (H 61)

(1) ṭup-pí ma-ru-ti ša ṁTù-ra-ri mār Kà-wi-na-ni (2) ṁA-ku-ia mār Ka<sub>4</sub>-ti-ri a-na (3) ma-ru-ti i-pu-sú 3 awihari<sup>(a)</sup> eqlu (4) ṁTù-ra-ri a-na

<sup>m</sup>A-ku-ia i-din (5) ù <sup>m</sup>A-ku-ia 20 šiqlu<sup>(b)</sup> kaspu ki-mu qīšti (6) a-na <sup>m</sup>Tù-ra-ri i-din (7) ma-an-nu-me i-na be-ri-šu-nu (8) i-bal-kà-tu 1 manū kaspu 1 manū ħurāšu i-na-din

(9) maḥar Šu-pá-<sup>(c)</sup>ia mār Ar-ta-ri (10) maḥar Ni-nu-a-ri mār Šupur-<sup>d</sup>Adad<sup>(d)</sup> (11) maḥar Ḥa-ma-an-na mār Ka<sub>4</sub>-wi-na-ni (12) maḥar Šur-ku-ma-ri mār Ka<sub>4</sub>-wi-na-ni (13) maḥar Ḥa-ma-an-na mār Šuk-ri-ia (14) ša eqla il-wu-ú (15) maḥar Ta-a-a mār E-en-ša-ru (16) ma-si-en-nu ša <sup>m</sup>E-wi-ra-pi-li (17) maḥar Šar-ri-ia mār Na-ni-ia (18) maḥar It-ha-pi-ḥé ṭupšarru (19) mār Ta-a-a

Seals of Ninuari, Taya, and the scribe.

a. APIN. b. SU. c. An a was first written before ia, but was subsequently erased. The scribe intended apparently to write ia as a-a, which is the usual procedure after an a-vowel, but later wrote ia, a sign which is otherwise used after dissimilar vowels. d. DUBBIN.AN.IM. Cf. Clay, *Personal Names of the Cassite Period* (1912), 146.

Tablet of adoption of Turari son of Kawinani; Akkuya son of Katiri he adopted. 3 awihari of land Turari to Akkuya has given. (5) And Akuya 20 shekels of silver, as honorarium, to Turari has given. Whoever among them breaks the contract shall pay one mina of silver and one mina of gold.

Names of 5 witnesses,

(14) who surveyed the fields.

3 other witnesses; 3 seals.

15. The full spelling of *E-en-ša-ru* is very valuable, as it indicates that the sign EN need not be transliterated *bēl* in these texts, except where the name is definitely Semitic. But how are we to be sure whether every Akkadian-sounding name is really Semitic? Certainly *šarru* or *abu* do not look Hurrian at first sight. Nevertheless, compounds like *En-šarru* or *Ehli-pu* establish the non-Semitic character of these elements.

16. The witness is described as a *ma-si-en-nu* of E. The word is probably identical with *asennu/ucasennu*, which means 'eunuch.'

## 12 (H 58)

(1) ṭup-pi ma-ru-ti ša (2) <sup>m</sup>Ir-wi-šar-ri mār Na-ḥi-iš-šal-mu (3) ù <sup>m</sup>Zi-gi mār Ak-ku-ia (4) a-na ma-ru-ti i-te-pu-uš (5) mi-nu-um-me-e zittu-šu (6) ša <sup>m</sup>Ir-wi-šar-ri i-na bīt (7) <sup>m</sup>Na-ḥi-iš-šal-mu ša i-li-qú-u (8) ù a-na <sup>m</sup>Zi-gi it-ta-dì-in (9) emūqa-šu ul-te-li ù emūq-šu (10) ša <sup>m</sup>Zi-gi il-ta-ka-an (11) ù il-ka<sub>4</sub> <sup>m</sup>Zi-gi-ma na-ši (12) ù ħu-ub-bu-ul-tum <sup>m</sup>Zi-gi-ma ú-ma-al-la (13) ma-an-nu-um-me-e ša i-na (14) bi-ri-šu-nu i-ba-la-ka-tu, (15) 1 manū kaspu ù 1 manū ħurāšu (16) ú-ma-al-la

(17) maḥar Ta-e mār Še-el-la-pá-i (18) maḥar Ip-ša-a-a mār E-ra-ti  
 (19) maḥar Te-ḥu-um-še-en-ni mār Na-ni-ia (20) maḥar Ta-e-na mār E-ra-ti  
 (21) maḥar U-na-ap-ta-e mār A-ri-wi-kál-še (22) maḥar Kàr-ra-te mār  
 Ki-pá-an-ti-il (23) maḥar Ur-ḥi-ia mār Ta-e (24) maḥar A-ri-ka-ma-ri mār  
 Ka-ri-ru (25) maḥar Al-ki-te-šup ṭupšar-rum mār Wa-qar-Bēli

Seals of the witnesses given in lines 17, 20, 21, 22, 25.

Tablet of adoption of Irwisharri son of Nahishshalmu, whereby he adopted Zigi son of Akkuya: (5) The entire inheritance share which was received from the estate of Nahishshalmu has been given to Zigi. His own portion he (i. e., Irwisharri) shall cancel and the portion (10) of Zigi substitute; and Zigi shall bear the feudal tasks, and the debt Zigi shall repay. Whichever of them breaks the agreement (15) shall furnish one mina of silver and one mina of gold.

9 witnesses; 5 seals.

9-11. The passage means apparently that I. is to give up his rights to the portion in question by transferring them upon Zigi.

### 13 (H 63)

(1) ṭup-pí ma-ru-ti ša Ku-un-tal (2) mār I-wi-ra-tù-ú-pí <sup>m</sup>Ar-na-wa-ar  
 (3) <sup>awēl</sup>Ha-ni-kal-bat a-na ma-ru-ti (4) i-te-pu-uš bītātī<sup>pl</sup> i-na lib-bi <sup>c</sup>Nu-zi  
 (5) <sup>m</sup>Ku-un-tal a-na Ar-na-wa-ar ki-ma zitti-šu (6) id-dì-na-aš-šu ù Ar-na-  
 wa-ar (7) a-na Ku-un-tal 20 šiq<sup>lu</sup> (8) kaspu id-dì-na-aš-šu (8) ma-an-nu-  
 um <me> ilbalkatu<sup>tu(b)</sup> 1 manū kaspu (9) 1 manū ḥurāšu išaqal<sup>(c)</sup>

10) maḥar A-ḥu-ú-ni na-gi<sub>5</sub>-ru mār Ta-a-e (11) maḥar Ar-kà-pí-en-ni mār  
 Ar-te-eš-šup (12) maḥar Ar-nu-ur-ḥi mār Tá-al-mu (13) maḥar Kà-pí-en-ni  
 mār Ar-ti-ir-wi (14) maḥar Ar-ša-ši mār Wi-ir [ — — ] (15) maḥar Un-te-  
 šup mār A-ku-š[e-en-ni] (16) maḥar Te-ḥi-ia mār A-ku-še-en-ni (17) maḥar  
 A-ri-maš-ni<sup>(d)</sup> mār <sup>d</sup>Adad-ša[r<sub>ru</sub>] (18) maḥar Wa-ar-te-eš-tar mār Sin-  
 [ — — — ] (19) maḥar Ha-še-taš[-] mār Ša[ — — — ] (20) maḥar  
 A-ri-im-ma-at-ka<sub>4</sub> [ṭupšarru]

(21) Seals of the scribe, Kuntal and Ahuni.

a. *SU*. Scribe wrote *GA* for *BAL*. c. *Ī.LAL.E*. d. Or are the two signs (written very closely together) to be taken as *šuk*?

Tablet of adoption of Kuntal son of Iwiratupi; Arnawar, the man of Hanigalbat, he adopted. Buildings within <sup>c</sup>Nuzi (5) Kuntal to Arnawar as

his portion has given; and Arnawar to Kuntal 20 shekels of silver has given. Whoever breaks the contract shall pay one mina of silver and one mina of gold.

11 witnesses; 3 seals.

1. For the reading *Kun-tal* rather than *Kun-ri*, cf. such names as *šati-kintar* and *Turi-kuntar*, 33. 4.

2. *Icira-tupi*: the first element is probably identical with the corresponding part in *Ewira-pili*, 11. 16; see above, note 5.

3. For a full discussion of the name *Hanigalbat*, cf. the writer's *Mesopotamian Origins*, Chap. V; see also H. 35. 5.

# 14 (H 56)

(Case) *ṭup-pu ša 9 manū anāku<sup>pl(a)</sup> ša*  
*Šuk-ri-te-šup*

<sup>abankunuk</sup> *Šuk-ri-te-šup*

Tablet

(1) *ṭup-pi ma-ru-ti ša* (2) *Šuk-ri-te-šup mār Ar-ru-um-ti* (3) *ù Ku-un-nu mār Tar-mi-ia* (4) *a-na ma-ru-ti i-te-pu-uš* (5) *ki-ma zitti-šu 8* <sup>isawihari</sup>(b) *eqlu ši-qú-ú* (6) *ina Nu-zi i-na ša-pá-at* (7) *a-tap-pi Sa-ra-e ina šu-pa-al* (8) *eqli ša Wa-qar-Bēli ina il-ta-na-an-nu* (9) *eqli ša Wa-qar-Bēli-ma* (10) *i-na e-li-en-nu eqli ša* (11) *Aš-tar-te-šup ki-ma zitti-šu* (12) *Šuk-ri-te-šup a-na* (c) *Ku-un-nu i-din* (13) *ù Ku-un-nu i-na ūmi<sup>mi</sup> an-ni-i* (14) *9 manū anāku<sup>pl</sup> ki-ma* (15) *qīšti-šu a-na Šuk-ri-te-šup* (16) *i-din um-ma Šuk-ri-te-šup-ma* (17) *eqla* (d) *ša-a-šu a-na ti<sub>4</sub>-de<sub>4</sub>-en-nu-ti* (18) *I-la-an-nu mār Ta-i-ú-ki* (19) *ki-ma 5 imēr šēi<sup>pl</sup> ki-ma* (20) *20 manū šipāti<sup>pl</sup> ki-ma* (21) *3 manū anāku<sup>pl</sup>* (22) *ú-ka<sub>4</sub>-al im-ma-ti-me-e* (23) *5 imēr šēi<sup>pl</sup> 4 manē šipāti<sup>pl</sup>* (24) *3 manū anāku<sup>pl</sup>* (25) *Ku-un-nu a-na I-la-an-nu* (26) *ú-ta-ar eqla ša-a-šú* (27) *i-liq-qi šum-ma eqlu* (28) *pá-qí-ra-na i-ra-aš-ši* (29) *i-ra-aš-ši* (e) *Šuk-ri-te-šup* (30) *ú-za-a[k-ka<sub>4</sub>] [i]l-ku ša eqli* (31) *Šuk-r[i-t]e-šup na-ši šum-ma* (32) *eqlu mād [la] i-na-ak-ki-is* (33) *šu-ma [eqlu] šiḫir la ú-ra-ad-dá* (34) *ṭup-pu ina arki<sup>ki</sup>* (35) *šu-du-ti ina Nu-zi* (36) *ša<sub>7</sub>-tì-ir*

(37) *maḫar Tar-mi-ip-ta-še-en-ni* (38) *mār Wi-ir-ri-iš-ta-an-ni* (39) *maḫar Ta-i-til-la mār Zi-ka<sub>4</sub>-a-a* (40) *maḫar He-ir<sup>(f)</sup>-ka<sub>4</sub>-an-ni mār Hu-pi-ta* (41) *3 awēlūti<sup>pl</sup> mu-še-el-wu* (42) *maḫar [Ši]-mi-til-la mār Arad<sup>m</sup>Ištar* (43) *maḫar Ip-ša-ḫa-lu mār* (g) *Hu-i-a* (44) *ma-an-nu-um-mi-e i-na bēri<sup>(h)</sup>-šu<nu>* (45) *ibalkatu<sup>tú</sup> 1 manū kaspu<sup>pl</sup>* (46) *1 manū ḫurāšu<sup>pl</sup> umallū<sup>(i)</sup>*

Seals of the above witnesses except Wirrishtanni; seal of SAG.KI, the scribe.

a. Supplied from the tablet. The copy shows traces of what seems to have been the beginning of *UD*; perhaps the scribe wrote *šiparri* by mistake. b. *APIN*. c. The

scribe wrote a-š.ī by an easily explainable oversight. *d.* The copy has ŠA for š.ī. *e.* Repeated by mistake and then partly erased. *f.* Seal (line 51) gives *ri*. *g.* Before *bu* copy shows a partially erased sign that may have been *hē*. *h.* RI.BA.NA. *i.* The sign for *GUŠKIN* is incomplete and *DIRIG.MEŠ* is written so closely after it as to give the appearance of a ligature.

(Case) Seal of Shukriteshup. Tablet of 9 minas [of lead] belonging to Shukriteshup.

Tablet of adoption of Shukriteshup son of Arrumti, whereby he adopted Kunnu son of Tarmiya. (5) As his portion, 8 awihari of irrigated land in °Nuzi, on the bank of the Sarae canal, below the land of Waqar-Bel (and) north of the land of that same Waqar-Bel, (10) above the land of Ashtarteshup, (this,) Shukriteshup as his portion to Kunnu has given. And Kunnu, on the same day, 9 minas of lead as (15) his honorarium to Shukriteshup has given. Thus (says) Shukriteshup: "That land, as security, Ilanu son of Tayuki in exchange for 5 imer of grain, for (20) 5 minas of wool, (and) for 3 minas of lead has been holding; whenever 5 imer of grain, 5 minas of wool, (and) 3 minas of lead (25) Kunnu to Ilanu will return, that land he shall take (as his own.) If the land has a claimant, Shukriteshup shall (30) fre[e it; the fe]udal tasks of the land Shuk[rit]eshup shall bear. If the land is large, it shall not be curtailed; if the land is small it shall not be enlarged.

The tablet was written after (35) the proclamation in °Nuzi.

Names of 3 surveying agents and of 2 other witnesses.

(41) Whoever among them breaks the contract shall furnish one mina of silver and one mina of gold.

7 seals.

2. *Arru-tup-ti* is also possible; cf. note to 8.1.

9. *-ma* is here an identifying particle: 'the same.'

18. Ilanu is party to nearly all *tidennutu* transactions contained in the Harvard volume.

46. For the plural sign indicating the long final vowel, cf. Klauber, *Politisch-religiöse Texte* 11.7; Gadd, p. 84, note 10. Cf. also 38.16, and H. 18.31; 39.18; 98.14.

### 15 (H 55)

(Case) ʾTup-pu bītātī<sup>coll pl</sup> ša mḪa-na-ak-ka, ù ša mḪu-ti-ip-te-šup  
aban mḪNabū-nāšir ʾtupšarru

#### Tablet

(1) ʾTup-pi ma-ru-ti ša mḪa-na-ak-ka, (2) ù ša mḪu-ti-ip-te-šup mārī<sup>pl</sup> ša  
mĀš-tar-te-šup (3) mNi-iḫ-ri-ia mār At-ti-lam-mu (4) a-na ma-ru-ti ni-te-

pu-uš (5) ki-i-ma zitti bītātī<sup>coll pl</sup> ša lib-bi ʿNu-zu (6) i-na šu-pa-al bītātī<sup>coll pl</sup> ša ʿUr-ḫi-ia (7) i-na su-ta-an ù i-na e-li-en (8) bītātī<sup>coll pl</sup> ša ʿNa-al-lu-ta-ri (9) i-na il-ta-an sú-ú-qí ša awēlū<sup>pl</sup>-za-an-du (10) ù i-na sú-qí ša-a-šu-ma kà-ši-id mi-ši-ir-šu-ma ú-ka<sub>4</sub>-al (11) a-na ʿNi-ih-ri-ia ni-it-ta-din (12) ù ʿNi-ih-ri-ia 9 imēr šēū<sup>pl</sup> (13) 40 manū anāku<sup>pl</sup> 20 manū siparru<sup>pl</sup> (14) u 2 šubāta damqa<sup>qá</sup> ki-i-ma (15) qīšti-šu-nu a-na ʿḪa-na-ak-ka<sub>4</sub> (16) ù a-na ʿḪu-ti-ip-te-šup (17) it-ta-din šum-ma bītātī<sup>coll pl</sup> ša-a-šu (18) pa-qí-ra-na ir-ta-ši ʿḪa-na-ak-ka<sub>4</sub> (19) ù ʿḪu-ti-ip-te-šup ú-za-ak-ka<sub>4</sub>-ma (20) a-na ʿNi-ih-ri-ia i-na-an-din (21) šum-ma bītātī<sup>coll pl</sup> ša-a-šu mād ia i-na-ak-ki-is (22) ù šum-ma šihir ú-la u-ra-ad-dá (23) il-ku-ú ša bītātī<sup>coll pl</sup> ša-a-šu (24) ʿḪa-na-ak-ka<sub>4</sub> ù ʿḪu-ti-ip-te-šup (25) na-ši ù ʿNi-ih-ri-ia (26) la na-ši ma-an-nu-um-me-e (27) i-na be-ri-šu-nu ibalkatu<sup>u</sup> (28) 10 manū ḫurāšu umallā (29) ṭup-pu i-na arki<sup>ki</sup> šu-du-ti eš-ši (30) a-šar abulli ša ʿNu-zu ša-ṭl-ir (31) qāt ʿNabū-nāšir mār Ka<sub>4</sub>-si ṭupšarru

(32) maḫar ʿIl-a-nu mār Ta-a-i-ú-ki (33) maḫar ʿḪa-ši-ip-til-la mār Ur-ḫi-ia (34) maḫar ʿA-ki-it-ta mār A-ri-ik-ku-šu-uh (35) maḫar ʿGi-en-na-a-pí mār At-ti-lam-mu (36) 4 awēlūtu<sup>pl</sup> an-nu-tum mu-šal-wu ša bītātī<sup>coll pl</sup> (37) ù na-dí<sub>4</sub><na>-nu ša kaspi<sup>pl</sup> (38) maḫar ʿḪa-pí-ir-til-la mār Pu-ḫi-še-en-ni (39) ma-aš-ša-ar abulli (40) maḫar ʿA-ka<sub>4</sub>-wi mār Še-el-wi-ia

Seals of the above witnesses, of Hanakka and of Hutipteshup, and of the scribe.

(Case) Tablet of lands of Hanakka and of Hutipteshup. Seal of Nabu-Nasir, the scribe.

Tablet of adoption of Hanakka and of Hutipteshup, sons of Ashtarteshup: "We have adopted Nihriya son of Attilammu. (5) As (his) portion, buildings in ʿNuzi, below the fields of Urhiya, south and above the fields of Nallutari, north of the street of the Uzandu-men, (10)—and where that street is reached, their boundary stops—(these) to Nihriya we have given." And Nihriya, 9 imer of grain, 40 minas of lead, 20 minas of bronze, and 2 garments in good condition, as (15) their reward to Hanakka and to Hutipteshup he has given. If these buildings have a claimant, Hanakka and Hutipteshup shall clear them and (20) restore them to Nihriya. If these buildings are large, they shall not be curtailed; and if they are small, they shall not be enlarged. The feudal tasks of these buildings Hanakka and Hutipteshup (25) shall bear, and Nihriya shall not bear it. Whoever among them breaks the contract shall furnish 10 minas of gold.

The tablet was written after the new proclamation (30) in the gate of ʿNuzi. Signature of Nabu-Nasir son of Kasi, the scribe.

Names of 4 witnesses.

(36) These 4 men are the surveyors of the buildings and the paying agents of the money.

Names of the gate-keeper and of another witness; 9 seals.

10. The line contains obviously a further indication of the position of the lands in question. The verb *kašādu* has here the value of 'reach,' 'arrive' as not infrequently in the Amarna Letters; cf. the index in Knudtzon. The translation of *ukāl* is in this instance conjectural.

17 ff. Note the constant use of singular pronouns and verbs with plural subjects.

29. For the *šādātu eššu* 'the new proclamation', cf. Koschaker, NKRA 78, note 3. The exact significance of the phrase is uncertain.

### 16 (H 68)

(1) *ṭup-pí ma-ru-ti ša* (2) *ṁTu-ra-ri mār A-ri-pá-pu* (3) *ù ša ḥu-zi-ri aššat<sup>at</sup> ṁA-pé-ia* (4) *ṁTá-a-ú-ki mār Ka-pá-tum* (4) *a-na mārū-ti iṣuš-šu ki-ma zitti-šu-nu<sup>(a)</sup>* (5) *bītāti<sup>pl</sup> i-na ší-ri-ti ina ṁNu-zi* (7) *a-na ṁTá-a-ú-ki iddinu<sup>nu</sup> ù* (8) *ṁTá-a-ú-ki a-na ṁTu-ra-ri* (9) *ù a-na ḥu-zi-ri ki-ma qiš[ti-šu-nu]* (10) *3 biltu 30 manū erū<sup>pl</sup> iddin<sup>(b)</sup>* (11) *um-ma ṁTu-ra-ri-ma pa-na-[nu]* (12) *a-bu-ia ṁTá-a-ú-ki* (13) *a-na mārū-ti iṣuš-šu* (14) *ù a-na-ku i-na-an-na ṁTá-a-ú-ki* (15) *a-na mārū-ti ēpuš-šu ù ri-ḥi-ti* (16) *bītāti<sup>pl</sup> a-na ṁTá-a-ú-ki addinu<sup>nu</sup>* (17) *šum-ma bītāti<sup>pl</sup> pa-qí-ra-na ir-tá-ši* (18) *ṁTu-ra-ri ù ḥu-zi-ri* (19) *ú-za-ak-ku-ma a-na ṁTa-a-ú-ki* (20) *inandinu<sup>nu</sup> ù il-ka<sub>4</sub> ša bītāti<sup>pl</sup>* (21) *ṁTu-ra-ri ù ḥu-zi-ri* (22) *na-a-šu-ú ša ib-bal-ka<sub>4</sub>-tu<sub>4</sub>* (23) *bītāti<sup>pl</sup> ir-šu-ti šēa<sup>pl</sup> ú-ma-al-la* (24) *maḥar ḏAdad maḥar ḏSamaš maḥar ḏSin*

(25) *maḥar A-kap-túg-gi mār Ū<sup>(n)</sup>-gi* (26) *maḥar Ka<sub>4</sub>-[n]á-tum mār Ar-ša-tù-ia* (27) *maḥar A-ri-ḥa-ma-an-na mār [ — — — ] me* (28) *maḥar A-kap-še-en-ni mār [ — — — ]* (29) *maḥar Šuk-ri-ia mār Tá[ — — — ]* (30) *maḥar Še-pí-ia mār Ip-š[a-ḥa-lu]* (31) *maḥar E-na-mil-ki mār E-n[i — — ]* (32) *maḥar Ši-nu-uḥ-ri amti<sup>ti</sup> e[kallim]* (33) *maḥar An-ni-šu mār E-ni-mil-ki* (34) *maḥar U-nu-mu-šá-lim ṭupšar-rum* (35) *arad ša ḥu-zi-ri-ia* (36) *an-nu-tum awēlūtu<sup>pl</sup> ši-bu-tum ša bītāti<sup>pl</sup>* (37) *mu-še-el-wu-ú ù šu-nu-ma erā<sup>pl</sup>* (38) *iddinu<sup>nu</sup> ù ṁTá-a-ú-ki qa-an-na-šu im-ta-ša-ar-mi*

Seals of the witnesses mentioned in ll. 31, 30, 25, 29, and of the scribe.

(41) *ab<sup>ann</sup>kunuk Tu-ra-ri bēl eqlāti<sup>(c)</sup>*

a. Sic! b. The edge is broken off and it is impossible to say whether there was here originally a phonetic complement. c. An obvious error for *bītāti<sup>pl</sup>*.

Tablet of adoption of Turari son of Aripapu, and of ḥuziri wife of Apeya; Tauki son of Kapatum (5) they adopted. As his portion, buildings in the

upper part of 'Nuzi to Tauki they have given; and Tauki, as their honorarium, to Turari and to 'Huziri (10) 3 talents, 30 minas of copper has given. Thus (says) Turari: "Former[ly,] my father adopted Tauki and buildings he gave (him); and now I (also) Tauki (15) have adopted, and the remaining buildings to Tauki I have given." If the buildings have a claimant, Turari and 'Huziri shall clear them, to Tauki (20) they shall restore them; and the feudal tasks of the buildings Turari and 'Huziri shall bear.

Whoever breaks the contract shall fill the farm-buildings with grain.

Before Adad; before Shamash; before Sin.

10 witnesses including the scribe, who is the servant of 'Zuhartiya.

(36) These are the witnesses who surveyed the houses; they also delivered the copper. And Tauki made a mark with his hem.

6 seals.

4. For the incorrect number of the suffix, cf. note to J. 30.

22-3. This type of fine is not customary in these texts.

24. Cf. Koschaker, NKRA 11 and 21.

34. Is the *U* in this name to be read ideographically? The sign has in the Hittite texts the reading *Tesup*. Perhaps *Samqanu-mušallim* is intended?

### 17 (H 75)

(1) *ṭup-pí zitti ša mHa-ma-an-na* (2) *mār Ar-na-ap-ḥi ù ša mA-pá-zi* (3) *mār Ma-li-ia 8 isawihari<sup>(a)</sup> eqlāti<sup>l</sup>* (4) *i-na ku-um-te ni-wi-na ša* (5) *i-na ḥu-li ša ma-a-al-li ni-wi-ni* (6) *ka<sub>4</sub>-ši-id ù A-pa-zi* (7) *ki-ma zitti-šu ú-na-sà-aq-ma il-qì* (8) *18 manū erū ù 10 qā šēu* (9) *mHa-ma-an-na ki-ma zitti-šu<sup>(b)</sup>* (10) *ú-na-as-sà-aq-ma il-qì* (11) *šum-ma eqlāti<sup>l</sup> pa-qí-ra-na* (12) *i-ra-aš-ši mHa-ma-an-na* (13) *ú-za-ak-ka<sub>4</sub>-ma a-na mA-pá-zi* (14) *i-na-an-din ma-an-nu-um-me-e* (15) *i-na bēri<sup>(c)</sup> -šu-nu [ibalkatu]<sup>tu</sup>* (16) *qāt-sú iš-tu zitti [i-te-el]-lu* (17) *1 manū kaspu 1 manū ḥurāṣu ú-ma-al-la*

(18) *maḥar Wu-uḥ-ri-še-en-ni mār Ha-ma-an-na* (19) *maḥar Al-pu-ma-ri mār Ar-za-ar-wa* (20) *maḥar Un-te-ia mār Ha-ma-an-na* (21) *maḥar Še-en-na-a-mār Gi-el-zi* (22) *maḥar Ik-ki-ia mār Gi-el-zi* (23) *maḥar A-ri-ḥar-me mār Eḫ-li-ia* (24) *maḥar Ip-ša-ḥa-lu mār Eḫ-li-ia-ma* (25) *maḥar Šu-ḥur-ra mār Na-a-a* (26) *maḥar Ur-ḥi-ia mār Ma-li-ia* (27) *maḥar Ta-ti mār Na-aš-wu* (28) *maḥar Tup-pí-ia mār Wu-uḥ-ri-še-en-ni* (29) *maḥar Ha-na-a-a mār Ak-ku-ia* (30) *maḥar dSamaš-nūri<sup>(d)</sup> ṭupšar-rum*

(31) *an-nu-tu<sub>4</sub> awēlutu<sup>l</sup> ši-bu-tu<sub>4</sub> na-din-na-nu* (32) *ša kaspi u mu-šal-wu ša eqlāti<sup>l</sup>*

Seals of the witnesses mentioned in lines 18, 19, 22, 25, 29, and 30.

- a. *APIN*. b. An error for *qīšti-šu?* *il-qī*, which follows, is partially erased.  
c. *RI.PA* (sic). *NA*. d. *BIL.GAR*.

Tablet of inheritance portion of Hamanna son of Arnaphi and of Apazi son of Maliya; 8 awihari of land in the *niwini* compound, which (5) reaches the path of the *niwini* paddock, these Apazi as his portion shall choose and take. 18 minas of silver and 10 qa of grain Hamanna as his portion (10) shall choose and take. If the land has a claimant, Hamanna shall clear it and to Apazi he shall restore it. Whoever (15) among them [breaks] the contract, shall [forfe]it his part of the inheritance: he shall (also) furnish one mina of silver and one mina of gold.

13 witnesses.

(31) These are the witnesses who paid out the money and who surveyed the fields.

6 seals.

4-7. The passage specifies the exact position of the fields, but the phraseology is obscure.

10. For *u(i)nassaq il(iq)qī*, cf. Koschaker, NKRA 38 f.

16. The expression *qatsu itellu/illi* is good Akkadian idiom, but very rare in these texts. The usual expression is *šaššumma ipuš*, cf. above, note 36.

### 18 (H 99)

(1) *ṭup-pí ta-am-gu<sub>5</sub>-ur-ti* (2) *ša<sup>m</sup> Ma-an-ni-ia mār Tu-ul-tù-uk-ka<sub>4</sub>* (3) *ù ša<sup>m</sup> Il-a-nu mār Ta-a-i-ú-ki* (4) *i-na be-ri-šu-nu it-ta-am-gu<sub>5</sub>-ru* (5) *um-ma<sup>m</sup> Ma-an-nu-ú-ia-ma* (6) *mi-nu-um-me-e pu-uh-ḥu-ur-šu* (7) *ša<sup>m</sup> Ta-a-i-ú-ki 2-šu a-na-ku* (8) *el-te-qì ù<sup>m</sup> Il-a-nu* (9) *il-te-il-tum il-te-qì* (10) *ù i-na arki<sup>ki</sup> <sup>m</sup>Ta-a-i-ú-ki* (11) *mi-nu-um-me-e ša nu-up-te-eh-ḥi-ru* (12) *a-na-ku u<sup>m</sup> Il-a-nu* (13) *mi-it-ḥa-ri-iš* (14) *ni-iz-zu-uz ù iš-tu ūmim<sup>i</sup>* (15) *an-ni-i ma-am-ma* (16) *i-na arki ma-am-ma* (17) *la i-ša<sub>7</sub>-as-sí* (18) *ša ibalkatū<sup>pl</sup> tu<sub>4</sub>* (19) *1 manū kaspu 1 manū ḥurāšu* (20) *ú[-ma-al]-la* (21) *ṭup[-pu i-na arki<sup>ki</sup> šu-d]u-ti* (22) *i[-na a-bu-ul-li ša] cNu-zi* (23) *ša-ti-ir*

(24) [*maḥar<sup>d</sup> Šamaš-dāmiq<sup>iq</sup> mār*] *It-ḥa-pi-ḥé* (25) *maḥar<sup>m</sup> Šarru-Sín<sup>(a)</sup> mār Ar-ša-tù-ia* (26) [*maḥar Gi-ra-ar-t]il-la* (27) *mār Hu-ti-ip-t]il-la* (28) *maḥar A[r-ra-áp]-ḥa-ri mār Iš-ti-ri* (29) *maḥar Hu-ti-ia<sup>awēl</sup> a-bu-ul-*

ta-an-nu (30) maḥar E-gi-gi mār Hu-ti-ia (31) maḥar In-ni-ka-a-a mār  
Arad-Ku-pí (32) maḥar Nu-ki-ša-ša mār En-na-ma-ti ṭupšarru

Seals of the above witnesses.

a. The sign on the seal (most of the missing names have been supplied from the seals) is *zi*. This might, of course, represent an inaccurate pronunciation of *sin*; but it is more likely that the sign represents the all but similar *nam*, which has also the value *sin*; cf. Thureau-Dangin, *Syllabaire Accadien* 63.

Tablet of agreement whereby Manniya son of Tultukka and Ilanu son of Tauki between themselves made an agreement. (5) Thus (says) Mannuya: "As for all the accumulations of Tayuki, I will take a double portion and Ilanu a single portion shall receive. (10) And after Tayuki, whatever we may accumulate, I and Ilanu shall evenly divide." And from this day on, (15) the one shall not raise complaints against the other. Whichever breaks the contract one mina of silver and one mina of gold (20) he shall furnish.

The tab[let] was written [after the proclamation in 'Nuzi.]

9 witnesses (names partly destroyed); 8 seals.

9. *Iltiltu* means here obviously 'one (portion)'; in 34.7 it is parallel with *šanina*, *šaššāna*, etc., evidently in the sense of 'at first,' or 'as the first one.'

## 19 (H 71)

(1) ṭup-pí ší-im-ti ša <sup>m</sup>Ak-ku-ia (2) mār Ka-ti-ri ša ší-im-ta (3) a-na <sup>m</sup>Zi-gi mār-šu ù a-na (4) <sup>f</sup>Ki-ra-še aššati-šu i-ší-im (5) i-na bītāti<sup>coll</sup> mādūti ša Ar-na-ší ša a-šar Ak-ku-ia aš-bu (6) aš-bu<sup>(a)</sup> <sup>m</sup>Zi-gi 2-šu i-li-iq-qí (7) ù <sup>f</sup>Ki-ra-še il-ti-il-tum (8) i-li-iq-qí a-di <sup>f</sup>Ki-ra-še (9) bal-ṭá-tu, ù i-na bītāti<sup>coll</sup> (10) ša-ši-na aš-ba-at šum-ma <sup>f</sup>Ki-ra-še (11) im-tu, ut ù bītāti<sup>coll</sup> ša <sup>m</sup>Zi-gi-ma (12) ù mārū<sup>pl</sup> Ak-ku-ia ri-ḥu-tu, (13) i-na bītāti<sup>coll</sup> mādūti it-ti Zi-gi (14) ul i-zu-uz-zu ul i-qí-ri-bu (15) 1 amtu A-wa-šu-ḥur šu-um-ša (16) a-na <sup>f</sup>Ki-ra-še na-ad-na-at (17) mi-nu-um-mi-e šamnū<sup>pl</sup> erū<sup>pl</sup> (18) sī-ki-il-ta-ša ša <sup>f</sup>Ki[ra-še] (19) a-na [<sup>f</sup>Ki-r]a-še-ma na-ad-[nu] (20) mi-nu-um-mi-e šubāti<sup>coll</sup> — — ] (21) a-na <sup>f</sup>Ki-ra-še na-ad-nu — — — ] (22) Na-hi-iš-ša-al [-mu — — — ] (23) ut-te-ir di- — — — ] (24) ù <sup>f</sup>Ki-ra-še-m[a i-li-iq-qí i-na] (25) bītāti<sup>pl</sup> eqlati<sup>pl</sup> ma-na-ḥa-[tu — — ] (26) e- -ti i-na alpī<sup>pl</sup> šīpāti<sup>pl</sup> — — — ] (27) <sup>m</sup>Zi-gi 2-šu i-li-iq-[qí ù] (28) Na-hi-iš-ša-al-mu ù <sup>f</sup>Ki-ra-še (29) ma-la-ḥa-mi-iš i-zu-zu u i-na (30) mārī<sup>pl</sup> Ak-ku-ia ma-an-nu ša <sup>f</sup>Ki-ra-še (31) i-pal-la-ḥu ù zi-ta-ša (32) <sup>f</sup>Ki-ra-še i-na-din mu-uš-ši-ir (33) bītāti<sup>coll</sup> mādūti ša apli-ma šu[m-ma] (34) <sup>f</sup>Ki-ra-še a-na mu-ti ú-ša-ab

(35) *ṣubāti*<sup>coll</sup> i-ḥa-ma-ṣú-ma e-ri-ši-ša (36) u-še-ṣú-uš ù *bītāti*<sup>coll</sup> ša  
(37) A-ri-ia a-na Na-hi-iš-ša-al-mu na-ad-nu (38) ù ahhū<sup>pl</sup> ri-ḥu-tu<sub>4</sub> ul  
i-zu-uz-zu

(39) maḥar Tar-mi-ia mār E-en-na-ma-ti<sub>4</sub> (40) maḥar Zi-gi mār <sup>d</sup>Sin-i-  
qí-ša (41) maḥar Ū-tá-a-a mār Tu-ul-pí-ia (42) maḥar I-la-áb-ri mār A-ka-a-a  
(43) maḥar Mu-uš-te-šup mār Ar-na-pu (44) maḥar Tāb<sup>(b)</sup>-mil-ki-a-bi  
ṭupšarru

Seal of Tarmiya.

(46) aban Te-šu-ia mār šarri (47) aban Ur-ḥi-ia mār šarri (48) aban  
Ni-ri-ia mār šarri

(49) maḥar Ki-il-te-šup mār It-ḥa-pu (50) maḥar Mu-uš-te-šup mār  
Ar-na-pu<sup>(c)</sup> (51) maḥar A-ki-ip-šarri mār Za-zi-ia (52) maḥar Šu-ur-ki-ip-šarri  
mār [ — — — ]

a. Sic. b. *DUG.GA*. c. The same name occurs in line 43.

Tablet of Akkuya son of Katiri, whereby a settlement in favor of his son  
Zigi, and of his wife <sup>f</sup>Kirashe he made:

(5) Of the large buildings of Arnashi, which are in the possession of  
Akkuya, Zigi shall receive a double share, and <sup>f</sup>Kirashe a single (share) shall  
receive. As long as <sup>f</sup>Kirashe is alive, in those houses (10) she may dwell.  
When <sup>f</sup>Kirashe dies, then those houses shall become the property of Zigi; and  
the remaining sons of Akkuya shall not share the large buildings with Zigi,  
and they shall not have any claim upon them. (15) One handmaid, Awashuhur  
by name, to <sup>f</sup>Kirashe has been assigned. All the ointments, the copper objects,  
which <sup>f</sup>Ki[rashe] has acquired, to [<sup>f</sup>Kira]she have been granted. (20) [All  
the] clothes, [and the . . .] to <sup>f</sup>Kirashe [*have been granted(?)*]. [*All the*  
*. . . that(?)*] Nahishshalmu [ . . . ] has returned, <sup>f</sup>Kirashe shall also  
[*receive(?)*]. (25) [As regards the houses,] the lands, the acquisitions,  
[ . . . , ] the oxen, the wool, [ . . . . . , ] Zigi shall ta[ke] a double share,  
and Nahishshalmu and <sup>f</sup>Kirashe shall evenly divide (the remainder.) And  
among (30) the sons of Akkuya, whichever of them will serve <sup>f</sup>Kirashe, to  
him her inheritance portion <sup>f</sup>Kirashe shall deed; excepted are the large build-  
ings of the principal heir. I[f] <sup>f</sup>Kirashe should marry (again,) (35) her  
clothes she may take away(?); he who is betrothed to her may cause her to  
leave. And the houses of Ariya are assigned of Nahishshalmu; the other  
brothers shall have no share in them.

9 witnesses; 4 seals.

It is unfortunate that this unusually interesting text is so defective in parts, which makes the interpretation difficult and uncertain.

5. The verb *ašābu* takes on in the Kirkuk texts a variety of finely differentiated meanings. In legal contexts the sense is 'to be available for assuming legal responsibility;' cf. Koschaker, NKRA 121 f; *ašābu ina muḥḥi A.* is virtually 'to be debited to A.'

9 ff. The gender of the suffixes is rather exceptionally correct in this tablet. The scribe, who bears the ambitious name Ṭāb-milki-abi, displays a more than average knowledge of Akkadian. If the name is a trustworthy indication, he was probably a Babylonian immigrant.

18. *Sikiltu* is a synonym of *mānaḥātu*, with a somewhat more specialized meaning. In the present instance the word signifies 'acquisition through gifts,' whereas *mānaḥātu* is etymologically 'earnings through work.'

20-25. The reconstructions in this passage are necessarily doubtful.

34-36. The general sense of the passage appears to be that should K. decide to marry after the death of the testator, she may take away her clothing and enter the house of the bridegroom (*crišu*). Does, however, *ṣubāti iḥamaṣu* mean 'she shall take the clothing'? Ordinarily the verb *iḥamaṣu* signifies 'to rob,' cf. H. 47.7; then there is *erā ha-mu-zu*, H. 16.5. The root is found in a strikingly similar phrase in Isa. 61.1: *הַמְצָרִים בְּיָמֵינוּ* which is a crux of long standing. But if the comparison with the present passage is at all justified, the Biblical phrase might be translated 'with garments imported from Basra,' which fits the context very well.

36 f. For the property of Ariya, cf. text 7.

## 20 (H 73)

(1) ṭup-pi šī-im-ti ša (2) <sup>m</sup>Zi-gi mār Ak-ku-ia (3) šī-im-ta a-na aš-ša-ti-šu  
(4) ù a-na mārī<sup>pl</sup>-šu i-šī-im (5) um-ma <sup>m</sup>Zi-gi-ma mi-nu-um-me[-e]  
(6) eqlāti<sup>pl</sup>-ia bītāti<sup>coll</sup> <sup>pl</sup>-ia ma-na-ḥa-tu-ia (7) kà-lu-um-ma-ni-ia ù (8) ištēn<sup>en</sup>  
[mimmu]-ia a-na aš-ša-ti-ia (9) a-na <sup>f</sup>Zi-líp-ki-a-še na-ad-nu (10) ù <sup>f</sup>Zi-líp-  
ki-a-še a-na (11) 1 sinništi<sup>(a)</sup> [ ] mārū<sup>pl</sup> i-te-pu-uš (12) a-du, <sup>f</sup>Zi-líp-  
ki-a-še bal-ṭú (13) ù mārū<sup>pl</sup> ša <sup>m</sup>Zi-gi i-pal-la-aḥ-šu-nu-ti (14) im-ma-ti-me-e  
<sup>f</sup>Zi-líp-ki-a-še imtūt<sup>(b)</sup> (15) ù mārū<sup>pl</sup> [š]a <sup>m</sup>Zi-gi (16) at-ta-ma-an-nu ki-i  
(17) emūqi-šu zitta i-liq-qú-ú (18) ma-an-nu-um-me-e i-na līb-bi (19) mārī<sup>pl</sup>-ia  
i-na pī-i ša <sup>f</sup>Zi-líp-ki-a-še (20) la i-še-im-me ù <sup>f</sup>Zi-líp-ki-a-še (21) i-na bītī<sup>t</sup>  
nu [ — — ] i-na-an-din (22) ab-bu-ta-šu-nu ú-maš-šar-šu (23) [ù] i-na  
*šēpi*-šu-nu i-na-an-di-nu (24) ù šu-ú qí-ir-bá-na (25) la i-ḥe-ip-pé (26) ù  
<sup>f</sup>Zi-líp-ki-a-še (27) mi-im-ma a-na awēli<sup>pl</sup> na-ka-r[i] (28) la i-na-an-din ù  
<sup>f</sup>Ku-uk-ku-ka, (29) it-ti-šu-nu aš-bu ù (30) mārū<sup>pl</sup> bī[ti-i]a la ú-še-iš-šī-šu-nu  
(31) a-du, a-[na bīt a-bi]-šu i-la-ak (32) ù mārū<sup>pl</sup> la ik-kal-lu-ú<sup>(c)</sup> (33) amtu  
<sup>f</sup>Ši-ta-gi qa-du še-ir-ri-šu (34) ù 7 <sup>is</sup>awihari<sup>(d)</sup> eqlāti<sup>pl</sup> i-na e-li-en (35) dimti  
ù i-na ma-ag-ra-at-ti (36) ik-šu-ud a-na qí-it-ri (37) a-na <sup>f</sup>Zi-líp-ki-a-še  
na-ad-nu (38) ma-an-nu-um-me-e i-na libbī mārī<sup>pl</sup>-ia (39) <sup>f</sup>Zi-líp-ki-a-še  
i-ra-am (40) a-na an-ni-i i-na-an-din (41) 1 alpu ša a-na <sup>m</sup>A-ka-a-a ša aš-b[u]

(42) a-na qí-it-ri a-na <sup>m</sup>Ar-zi-iz-za na-ad-nu (43) <sup>m</sup>Ar-zi-iz-za ḥarrāna i-na ba-bi (44) la-bi-ru u-uṣ-ṣi (45) um-ma <sup>m</sup>Zi-gi-ma mi-nu-um-me-e (46) zitti-ia i-na dinti a-na <sup>m</sup>Ar-zi-iz-za na-ad-nu

(47) maḥar Ḥa-ši-ia mār Hu-ti-ia (48) maḥar Ḥu-ti-ia mār A-ri-ip-šarri (49) maḥar Zi-iq-ni-ia mār Ša-ri-iš-še (50) maḥar Aḥ-ḫi-ia mār E-ra-ti (51) maḥar Ta-e-na mār E-ra-ti (52) maḥar Ip-ša-a-a mār E-ra-ti (53) maḥar Wi-ir-ra mār Ḥa-ši-ip [ — — ] (54) maḥar A-ri-ka<sub>4</sub>-ma-ri mār [ — — — ] (55) maḥar Še-ka<sub>4</sub>-ar [-til-la mār — — — ]

Seals of the witnesses mentioned in lines 47, 48, 52, 54, and of Zigi.

a. This seems the best reading as the text stands. b. B.I.BAD. c. A suffix probably followed, but the end of the line is now broken off. d. APIN.

Tablet of settlement of Zigi son of Akkuya; a settlement in favor of his wife and of his sons he made. (5) Thus (declares) Zigi:

"All my lands, buildings, my acquisitions, all my outfit, one (part of these) my [possessions] to my wife, to 'Zilipkiashe, has been deeded: (10) and Zilipkiashe for one woman [ — — ] shall adopt. As long as Zilipkiashe is alive, the sons of Zigi shall serve her. When Zilipkiashe dies, (15) the sons of Zigi shall receive their inheritance portions each according to his allotment. Whoever among my sons the voice of 'Zilipkiashe (20) does not obey, 'Zilipkiashe shall place him in *servant quarters*; the slave-mark shall be affixed and placed upon his (their) *foot*; but his relationship (25) shall not be annulled. And 'Zilipkiashe shall not give anything to strangers. And as for 'Kukkuka (who) dwells with them, (30) the sons of [my house] shall not cause her to leave. At the time when she wishes to return to [*the house of her father,*] (my) sons shall not prevent her. The handmaid 'Šitagi together with her offspring, and 5 awihari of land in the upper (35) district, as it reaches the threshing place, as a gift to 'Zilipkiashe has been given. Whomsoever among my sons 'Zilipkiashe likes, (40) to that one she may give it. The ox that is now with Akaya as a gift to Arzizza is (herewith) given. As passage-way Arzizza shall use the old gate." (45) Thus (concludes) Zigi: "My portion in the (above) district has been deeded to Arzizza."

9 witnesses; 5 seals.

10. Although only one sign is missing, I can make little sense of the line as it stands. It may be that Z. is required to provide wives for her sons; or else, she may be endowed with special authority as regards her children.

21. The text is broken, and the translation 'servant quarters' is purely conjectural.

22. For the latest discussion of *abbuttū*, see David, *Adoption*, 48 ff. *Abbuttā muššūru* corresponds to the more usual *abbuttā šakānu*. In H. 35. 7-8 occurs the phrase *abbuttāšu illapat*.

23. If GIR is here correctly translated as 'foot,' then the "slave-mark" is in this case different from the usual kind, which was placed on the head (David, *l. c.*). As for the alternative reading *emūqu* 'strength,' it would hardly make sense in the present context. Cf. note 44.

24. For *qirbanu* (?), see notes 20-21 and the discussion *ad loc.*

31. The reconstruction is made practically certain by the context.

35. The noun *magrattu* 'threshing place,' from *garanu* (cf. Heb. גָּרָן) corresponds to the common Assyrian *adru* (Aram. ܐܕܪܐ; cf. Koschaker, NKRA 45.1). This meaning of *magrattu* is established clearly by the following passage in a long-known Kirkuk tablet: *i-ši-id i-na-aš-ši i-na ma-ag-ra-ti i-na-an-di-in* 'he shall harvest, bring in, and place on the threshing place;' cf. CT (Cuneiform Texts in the British Museum), II. 21.11-15. Koschaker (NKRA 68) transliterates the word *makrattu* without translating it.

## 21 (H 72)

(1) *ṭup-pi ši-im-ti ša [mZi-gi]* (3) *mār A[k-k]u-ia a-na mārī<sup>pl</sup>-[šu]*  
 (3) *a-na mE-el-lu à a-na [mAr-zi-iz-za]* (4) *ši-im-ta i-ši-im um-ma [Zi-gi-ma]*  
 (5) *mi-nu-um-me-e eqlāti<sup>pl</sup> ti-i[a à<sup>(u)</sup>]* (6) *mE-el-lu mār-ia rabū à [šu-ú-ma]*  
 (7) *šinni<sup>ni</sup>-šu i-na zitti i-li-iq-[qī]* (8) *à mAr-zi-iz-za te-ir-t[e-en-nu]* (9) *à*  
*ki-ma emūqi-šu-ma i-li-iq-[qī]* (10) *um-ma mZi-gi-ma bītāti<sup>coll</sup> pl [eqlāti<sup>pl</sup>]*  
 (11) *i-na lib-bi eNu-zi u a-na mār-ia rabī* (12) *a-na mE-el-lu at-ta-din*  
 (13) *bitum<sup>tum</sup> wa-ra-tù-uš-hu qa-du ru-uk-bi-šu-ma a-na<sup>(b)</sup>* (14) *i-na lib-bi*  
*bītāti<sup>coll</sup> pl ša mādūtī<sup>pl</sup> a-na mAr-zi<sup>(c)</sup>-za* (15) *at-ta-din à ba-ab-šu* (16) *mAr-zi-*  
*iz-za i-na sú-qī ú-ma-aš-šar* (17) *bītāti<sup>coll</sup> pl qú-ub-ba-ti i-na eNu-zi* (18) *i-na*  
*šī-ri-ti i-na li-it qú-ub-ba-ti* (19) *ša mZi-li-ia à a-na mAr-zi-iz-za* (20) *at-ta-din*  
*à um-ma mZi-gi-ma* (21) *mŠe-en-ni-ma mār-ia eqlāti<sup>pl</sup>-šu* (22) *bītāti<sup>coll</sup> pl*  
*mi-im-mu šu-un-šu* (23) *ša mŠu-ri-ḫi-il ša aḫi-ia il-qī* (24) *à i-na-an-na*  
*mŠe-en-ni-ma* (25) *i-na eqlāti<sup>pl</sup> ti i-na bītāti<sup>coll</sup> pl* (26) *i-na mar-ši-it-ti ša*  
*a-bi-ia* (27) *ša mAk-ku-ia la sú-um-mu-uh* (28) *it-ti mE-el-lu à it-ti*  
*(29) mAr-zi-iz-za i-na mi-im-mu-šu-un-šu-ia* (30) *la i-zu-uz-zu bītāti<sup>coll</sup> pl*  
*qú-ub<ba>-ti* (31) *i-na eNu-zi i-na šī-ri-ti* (32) *i-na li-it qú-ub-ba-ti ša*  
*(33) mMu-uš-te-ia mār Ta-mar-ta-e* (34) *mE-el-lu à mAr-zi-iz-za* (35) *i-zu-*  
*uz-zu-nu mE-el-lu šinni<sup>ni</sup>-šu i-liq-qī* (36) *à mAr-zi-iz-za ki-i qāti-šu i-liq-qī*  
*(37) i-na amāti<sup>pl</sup> at-tá-ma-an-nu ki-i* (38) *qa-ti-šu-ma i-li-iq-qī um-ma*  
*(39) mZi-gi-ma šum-ma mŠe-en-ni-ma* (40) *i-na arki<sup>ki</sup> ša mE-el-lu* (41) *à ša*  
*mAr-zi-iz-za aš-šum eqlāti<sup>pl</sup>-ia* (42) *aš-šum bītāti<sup>coll</sup> pl à aš-šum mi-im-mu-ia*  
*(43) i-ša-as-sí 2 manū kaspu 2 manū ḫarāšu* (44) *mŠe-en-ni-ma a-na mE-el-lu*  
*à a-na* (45) *mAr-zi-iz-za ú-ma-al-la um-ma* (46) *mZi-gi-ma i-na ūmī<sup>mi</sup> an-ni*  
*(47) ši-mu-ma-ka<sub>4</sub> e-te-pu-uš* (48) *à ṭup-pu an-nu-um-ma* (49) *ṭup-pu à*  
*ša-nu-u ṭup-pu la ṭup-pu à* (50) *um-ma mZi-gi-ma ma-an-nu-um-me* (51) *i-na*

libbi mār<sup>pl</sup>-ia [ša eq]la] ù bīta a-na ši-mi (52) i-na-an-di[n i-na eq]lāti<sup>pl</sup>-šu i-na bītāti<sup>coll</sup>-šu ša-aš-š[um-ma itēpuš]

(53) maḥar Tar-mi-til-la mār A-kip-til-la (54) maḥar Še-ir-ši-ia mār Gi-el-te-šup (55) maḥar Hu-ti-ia mār Te-ḫi-pá-pu (56) maḥar Ša-ar-te-šup mār Ar-ru-tup-pá (57) maḥar A-kap-še-ni mār Zi-gi maḥar Hu[ — — — ] (58) maḥar Ta-i-til-la mār Na-ḫi-ia maḥar Tup-še[ — — — ] (59) maḥar Al-ki-te-šup mār Ha-iš-te-šup (60) qāt <sup>m</sup>Ša-ar-til-la tupšar[ru]

Seals of the witnesses mentioned in lines 59, 56, 55, 57, 54, and of the scribe; seal of Zigi.

(65) tup-pí i-na arki<sup>ki</sup> (66) šu-du-ti i-na ba-ab (67) abulli i-na <sup>e</sup>Nu-zi (68) ša-ṭi-ir

a. Perhaps *bītāti<sup>coll</sup>* is to be supplied instead. b. Obviously a scribal error. c. Sic!

Tablet of settlement of [Zizi] son of A[k]kuya; a settlement in favor of [his] sons, of Ellu and of [Arzizza] he made. Thus (says) Zigi:

(5) "(As regards) all (my) lands, Ellu (shall be) my eldest son, and a double share of the inheritance portion he shall take; and Arzizza is second, and according to his allotment he shall ta[ke.]" (10) Thus further (says) Zigi: "(My) houses [and land]s within <sup>e</sup>Nuzi, these to my elder son, to Ellu I have deeded. The chariot shed, which is among the large buildings, together with its riding gear, to Arzizza (15) I have deeded; the entrance thereof Arzizza shall leave on the street side. The stables in <sup>e</sup>Nuzi, in the upper part, bordering on the stables of Ziliya, these to Arzizza (20) I have deeded." And thus further (says) Zigi: "My son Shennima received the lands, the buildings, and the other property of my brother Shurihil; and now Shennima (25) of the lands, the buildings, the property of my father Akkuya, shall not be joint heir; with Ellu and with Arzizza in my property (30) he shall not share. The stables in the upper part of <sup>e</sup>Nuzi, bordering on the stables of Mushteya son of Tamartae, Ellu and Arzizza (35) shall divide; Ellu shall take a double portion and Arzizza according to his share shall take. Of the handmaids, each according to his share shall take." Thus further (says) Zigi: "If Shennima (40) against Ellu and Arzizza on account of my lands, my buildings, and my (movable) property will complain, two minas of silver and 2 minas of gold Shennima to Ellu and to (45) Arzizza shall furnish." Thus further (says) Zigi: "On this day I have made a will, and this tablet is indeed the (valid) tablet, and any other tablet is no tablet." And (50) thus (declares) Zigi: "Whichever among my sons sells land or building for a price, his lands and his buildings he shall forfeit."

9 witnesses and signature of the scribe; 7 seals.

(65) The tablet was written after the proclamation in the entrance of the gate, in <sup>c</sup>Nuzi.

This is the basic text for the reconstruction of the family tree of Zigi. Fortunately, the context is comparatively clear.

13. The word *waratušhu* is apparently Hurrian, but the meaning is established by the context.

15. For a similar provision concerning the approach to the house, cf. 20.43-44.

17. *Qubbātu* is a cognate of *gabū* 'stable.'

26. *Maršittu* 'acquisition,' (cf. *puḫru*, *mānaḫātu*, *sikiltu*), as opposed to inherited property.

36. *Qātu* 'share' in place of the more usual '*cmūqu*.'

42. *Mimmu* is here 'movable property,' as opposed to lands and buildings.

47. *Šimūmāku* (also in 22.13) 'will,' in a more specialized sense than *šimtu*.

## 22 (H 70)

(1) *Ṭup-pí ši-im-ti ša mA-kap-ša-[en-ni]* (2) *mār Zi-gi ši-im-ta a-na* (3) *aš-šu-ti a-na iṭil-ku-uš-ḫé* (4) *i-ši-im-mi um-ma mA-kap-še-e[n-ni]-ma* (5) *mi-nu-um-me-e šamuū<sup>a</sup>-ia* (6) *immerū-ia ši-a-na-ti-ia* (7) *nam-zi-ti-ia ú-nu-tù* (8) *ša bīt a-ḫi-ia<sup>a</sup>* (9) *ú amtu-ia* (10) *iMe-ni-ku an-nu-tù a-na* (11) *sinništi aš-ša-ti-ia a-na iṭil-ku-uš-ḫé* (12) *at-ta-din-mi ú iṭil-ku-uš-ḫé* (13) *a-šar lib-bi-šu i-na-an-din* (14) *ma-an-nu-um-me-e aš-šum ši-mu-ma-ki* (15) *an-nu-ti i-na arki-šu ša iṭil-ku-uš-ḫé* (16) *i-ša-as-sí 1 manū kaspu* (17) *ú 1 manū ḫurāšu ú-ma-al-la* (18) *ú-ma-al-la<sup>b</sup>*

(18) [*maḥar*] *Ḫa-ni-ú mār A-[ri-]ip-še-el-li* (19) *maḥar Ar-ši-mi-ka, mār Nu-pá-na-ni* (20) *maḥar Tu-ra-ar-te-šup mār Ta-te-šup* (21) *maḥar Ar-nu-zu mār Ku-uš-ki-pa* (22) *maḥar Ḫap-pí-ia mār Ḫa-ni-ú* (23) *maḥar Pu-ḫi-ia mār Gi-el-te-e-a* (24) *maḥar Zi-gi mār Ḫa-bi-ra* (25) *maḥar Se-el-lu-ni mār Zi-gi* (26) *maḥar Ir-ra-zi ṭupšar-rum arad ekallim<sup>lin</sup>*

Seals of the above witnesses.

<sup>a</sup>. Or are these signs transposed for *ḪI.A-ia*? The sense would then be "of my houses," which appears preferable. <sup>b</sup>. Sic!

Tablet of settlement of Akapshe[un]i son of Zigi; a settlement in favor of his wife, of <sup>i</sup>Tilkushhe, he made. Thus (says) Akapshe[nni]: (5) All my ointments, my sheep, my headdresses, my vessels, the implements of the house of my brother, and my handmaid <sup>i</sup>Miniku, these to (10) my wife, to <sup>i</sup>Tilkushhe I have deeded; and <sup>i</sup>Tilkushhe may dispose of them to whomever she pleases."

Whoever on account of this will, against <sup>f</sup>Tilkushhe (15) raises any claims, shall furnish one mina of silver and one mina of gold.

9 witnesses, the last one being the scribe, 'the servant of the palace.' 9 seals.

### 23 (H 74)

(1) <sup>f</sup>up-pí šī-im-ti ša (2) <sup>f</sup>Til-ku-uš-<sup>h</sup>é aššat<sup>at</sup> ša <sup>m</sup>Λ-kap-še-en-ni (3) šī-im-ta a-na mārī<sup>l</sup>-šu (4) a-na <sup>m</sup>Še-el-lu-ni ù a-na (5) <sup>m</sup>Λ-kā-wa-til šī-im-ta (6) i-šī-im-mu um-ma (7) <sup>f</sup>Til-ku-uš-<sup>h</sup>é-ma (8) mi-nu-um-me-e si-<sup>kil</sup><sup>(a)</sup>-ti ma-na-<sup>h</sup>a-tù (9) ištēn<sup>en</sup>-šu<sup>(b)</sup> ša mu-ti-ia ša <sup>m</sup>Λ-kap-še-en-ni (10) <sup>m</sup>Λ-kap-še-en-ni a-na ia-ši (11) ša iddinu<sup>m</sup> ù i-na-an-na a-na-ku (12) a-na <sup>m</sup>Še-el-lu-ni ù a-na (13) <sup>m</sup>Λ-ka<sub>4</sub>-wa-ti<sup>(c)</sup>-til at-ta-din-mi (14) <sup>m</sup>Še<sup>(d)</sup>-el-lu-ni it-ti-<sup>h</sup>a-mi-iš (15) <sup>m</sup>Λ-ka<sub>4</sub>-wa-til mi-it-<sup>h</sup>a-ri-<iš><sup>(e)</sup> (16) i-zu-uz-zu-um-ma (17) <sup>f</sup>Til-ku-uš-<sup>h</sup>é-ma 1 amti-ia (18) <sup>f</sup>Mi-ni-i-ku i-na qí-it-ri (19) a-na <sup>m</sup>Še-el-lu-ni (20) na-ad-nu um-ma (21) <sup>f</sup>Til-ku-uš-<sup>h</sup>é-ma (22) kasap-šu ša <sup>f</sup>Λ-zu-li mārti-ia (23) i-na qí-it-ri a-na (24) <sup>m</sup>Λ-ka<sub>4</sub>-wa-til na-ad-nu (25) <sup>f</sup>up-pí i-na arkiki<sup>ki</sup> šu-du-ti (26) i-na <sup>e</sup>Nu-zi ša<sub>7</sub>-tì-ir

(27) maḥar Eḫ-li-te-šup mār Ta-a-a (28) maḥar ʾl-ab-ri mār Ta-a-a (29) maḥar Dūr<sup>(f)</sup>-dAdad mār Šar<sup>(g)</sup>-ri-iš-še (30) maḥar Ḫu-ia mār Zi-líp-til-la (31) maḥar Ḫé-ir-ri-gi mār A-ri-im-ma-<sup>h</sup>é (32) maḥar Tar-mi-te-šup mār Šarru-mālik<sup>(h)</sup>

Seals of the above witnesses.

a. The entire word is written over an erasure; the first and the third signs are quite clearly *si* and *ti*, but the middle sign has two wedges too many for *kil*. However, in view of 19.18 there can be little doubt that *sikilti* is to be read here. b. It is not necessary to assume that *mimmu* has been omitted, though this is, of course, not impossible. Cf. *iš-te-en i-lí-qí-e-ma*, Meissner, *Privatrecht* 97.18. c. The scribe started out to write *ti-il*, but ended with the more common *til*. d. Written *lu*, probably in anticipation of the third syllable. e. Omitted by haplography; cf. the last sign of the preceding line. f. Is D. a brother of Ziqna-dAdad, son of Šarišše (H. 88.10), or is Dūr to be read Ziqna? g. *IM*. cf. the preceding note. h. *AD.GI*. T. is evidently the scribe, though not indicated as such. The seals correspond exactly to the witnesses, so that the last seal (*kuukupšarri*) must be assigned to the last witness.

Tablet of settlement of <sup>f</sup>Tilkushhe wife of Akapshenni; in favor of her sons, of Shelluni and of (5) Akawatil a settlement she made. Thus (declares) <sup>f</sup>Tilkushhe:

"All the gains (and) acquisitions, one (share) from my husband Akapshenni, (10) which Akapshenni gave to me, now these to Shelluni and to Akawatil I have given. Shelluni together with (15) Akawatil evenly shall divide." Thus

further (says) <sup>1</sup>Tilkushhe: "A handmaid, <sup>1</sup>Miniku, as a gift to Shelluni (20) has been given." Thus again (says) <sup>1</sup>Tilkushhe: "The money for <sup>1</sup>Azuli, my daughter, as a gift to Akawatil has been given."

(25) The tablet was written after the proclamation in "Nuzi.

6 witnesses; 6 seals.

The preceding document gave Tilkushhe the right to dispose of her husband's movable property as she pleased. The present record shows how T. made the division. It is worthy of notice that everything remains within the family.

4. Shelluni is an adopted son, as is made clear by text 4.

9. *Išten* and *ışten mimmu/i* mean 'moveable property,' as may be clearly seen by comparing the present document with the preceding one.

## 24 (H 101)

(1) <sup>1</sup>Mi-ni-i-ku amtum<sup>tum</sup> (2) <sup>1</sup>Til-ku-uš-hé aššat<sup>at</sup> (3) <sup>m</sup>A-kap-še-en-ni iš-tu<sub>4</sub> (4) kaspī<sup>ī</sup> ša bīt<sup>it</sup> a-bi-ša (5) a-na ši-mi il-te-qí-šu (6) ù i-na-an-na <sup>m</sup>A-kap-še-en-ni (7) <sup>1</sup>Mi-ni-i-ku a-na <sup>1</sup>Til-ku-uš-ḫi-ma (8) i-din mārū<sup>ī</sup> <sup>m</sup>A-kap-še-en-ni (9) i-na zitti la i-na-an-du-uš (10) <sup>1</sup>Til-ku-uš-ḫi-ma a-šar libbi-ša (11) a-šar ḫa-aš-ḫu i-na-an-din-ši

(12) maḥar Tar-mi-ia mār <sup>d</sup>Amurru-ga[mil]<sup>(a)</sup> (13) maḥar It-ḫa-a-pu mār Ka-ak-ki[-ia] (14) maḥar Ḫa-ni-ú mār A-ri-ip-še-el-li (15) maḥar A-ki-ia mārāt Ša-wa-a-a<sup>(b)</sup> (16) maḥar Ši-ir-ra-aḫ-ḫi mār Ḫa-ni-ú (17) maḥar E-en-na-ma-ti mār Pu-ḫi-še-en-ni (18) maḥar <sup>d</sup>Nabū-ilu<sup>(c)</sup> ṭupšar-rum (19) mār <sup>d</sup>Sin-nap-šir

Seals of the above witnesses except Akiya and Ennamati.

a. AN.MAR.TU.Š[U]. b. Perhaps to be read *ša Wa-a-a*? c. AN.AK.AN.RA.

<sup>1</sup>Miniku, a handmaid, <sup>1</sup>Tilkushhe wife of Akapshenni for money from her father's house (5) purchased. And now Akapshenni has given <sup>1</sup>Miniku to <sup>1</sup>Tilkushhe (outright.) The sons of Akapshenni shall not include her in the inheritance portions. (10) <sup>1</sup>Tilkushhe may give her to whom her heart desires.

8 witnesses; 6 seals.

## 25 (H 79)

(1) ṭup-pí kál-lu-ti ša (2) <sup>m</sup>Ša-ar-te-šup mār Zi-wi-ir-ka<sub>4</sub>-tum (3) a-ḫa-sú <sup>1</sup>Šu-wa-ar-ni-nu (4) a-na kál-lu-ti a-na <sup>m</sup>I-la-nu (5) mār Ta-ú-ki <iddin> ù <sup>m</sup>I-la-nu (6) 40 šiqu<sup>(a)</sup> kaspu ki-ma kaspi ša (7) <sup>1</sup>Šu-wa-ar-ni-nu a-na

(8) <sup>m</sup>Ša-ar-te-šup i-na-an-din (9) ù <sup>m</sup>I-la-nu 36 manū anāku (10) ki-ma alpi 24 manū anāku (11) ki-ma imēri 10 immeru ù 10 šiqu<sup>a</sup> kaspu (12) ki-ma ḥa-ša-ḥu-še-en-ni (13) a-na <sup>m</sup>Ša-ar-te-šup i-na-an-din (14) lib-bi ša kaspi ša alpi (15) i-na ūmi<sup>mi</sup> an-ni-i 19 manū anāku (16) <sup>m</sup>I-la-nu a-na <sup>m</sup>Ša-ar-te-šup iddinu<sup>nu</sup> (17) ù <sup>m</sup>I-la-nu <sup>f</sup>Su-wa-ar-ni-nu (18) a-na māri-šu a-na aš-šu-ti i-na-an-din (19) ma-an-nu ina lib-bi mār<sup>pl</sup>-šu (20) ḥa-aš-ḥu a-na aš-šu-ti i-na-an-din (21) šum-ma <sup>f</sup>Su-wa-ar-ni-nu (22) pá-qí-ra-na irtaš<sup>si</sup> (23) <sup>m</sup>Ša-ar-te-šup (24) <sup>f</sup>Su-wa-ar-ni-nu ú-za-ak-ka, (25) a-na <sup>m</sup>I-la-nu i-na-an-din (26) um-ma <sup>f</sup>Su-wa-ar-ni-nu (27) a-na-ku a-ḥa-tù-ti (28) a-na <sup>m</sup>Ša-ar-te-šup (29) 5-ta-a-an šiqu<sup>a</sup> kaspu (30) i-na šatti<sup>ti</sup> ù šatti<sup>ti</sup> (31) i-na-an-din ma-an-nu ina bē-ri-šu-nu (32) ibalkatu<sup>tu</sup> 1 manū kaspu 1 manū ḥurāšu (33) umallā<sup>la</sup>

(34) maḥar Gi-el-šu mārāt Šarra-mu-li (35) maḥar Ḥu-ti-na-war mār E-te-eš-še-en-ni (36) maḥar A-ri-ip-še-ri mār Nu-ur-ta (37) maḥar Ia-lu mār Ki-pa-li (38) maḥar Ha-iš-te-šup mār Ar-te-šup (39) maḥar Mu-ut-ta mār Zi-en-ni (40) maḥar Tù-ra-ar-te-šup ṭupšarru mār It-ḥa-pí-ḥi

Seals of the above witnesses.

a. *SU*. b. Seal (line 42) reads *ir*.

Tablet of daughter-in-lawship of Sharteshup son of Ziwirkatum; his sister <sup>f</sup>Shuwarninu as daughter-in-law to Ilanu (5) son of Tayuki <he sold>. And Ilanu, 40 shekels of silver as the price for <sup>f</sup>Shuwarninu to Sharteshup shall pay. And Ilanu, 36 minas of lead (10) equivalent to one ox, 24 minas of lead for an ass, 10 sheep, (and) 10 shekels of silver, the "brotherhood" money, to Sharteshup shall pay. (15) Out of the money for the ox, 19 minas of lead Ilanu to Sharteshup has paid. And Ilanu shall give <sup>f</sup>Shuwarninu to his son as wife. To whomever among his sons (20) he wishes, as wife he will give her. If <sup>f</sup>Shuwarninu has a claimant, Sharteshup shall clear <sup>f</sup>Shuwarninu, (25) to Ilanu he shall restore her. Thus (declares) Shuwarninu: "I am sister to Sharteshup." 5 shekels of silver, (30) each year, he shall pay. Whoever among them breaks the contract shall furnish one mina of silver and one mina of gold.

7 witnesses; 7 seals.

For a full discussion of this and the following texts, cf. the introductory section 3 ("Marriage records").

34. *Šarra-mu-li* represents probably *Šar-amurri*.

## 26 (H 80)

(1)  $\text{tup-pí ri-ik-sí ša}$  (2)  $^m\text{Ak-ku-li-en-ni mār A-ki-ia}$  (3)  $\text{it-ti Hu-ra-zu-zi mār E-en-na-a-a <i-na>}$  (4)  $\text{be-ri-šu-nu ri-ik-sà ir-ta-ak-sú-uš}$  (5)  $\text{ù } ^m\text{Ak-ku-li-en-ni a-ḥa-as-sú}$  (5<sup>a</sup>)  $^f\text{Be-el-ta-ak-ka}_4\text{-du-um-mi a-na}$  (6)  $\text{aššūti}^{ii}$  a-na  $^m\text{Hu-ra-uz-zi ittadin-šu}$  (7)  $\text{ù } ^m\text{Hu-ra-uz-zi 1 alpu 10 šiqu}$  (b)  $\text{kaspū}^{ul}$  (8)  $\text{ḥa-ša-ḥu-še-en-nu ki-mu-ú te-ir-ḥa-ti-šu}$  (9)  $\text{ša Be-el-ta-ak-ka}_4\text{-du-um-me}$  (10) a-na  $^m\text{Ak-ku-li-en-ni i-na-an-din}$  (11)  $\text{um-ma } ^m\text{Ak-ku-li-en-ni-ma mi-nu-um-me-e}$  (12)  $\text{kasap-šú ri-iḥ-tù ša } ^f\text{Be-el-ta-ak-ka}_4\text{-du-um-mi}$  (13) a-na  $\text{mu-lu-gu}_5\text{-ti}$   $\text{ù a-na qa-an-ni-šu}$  (14) a-na  $^f\text{Be-el-ta-ak-ka}_4\text{-du-um-me ir-ta-ak-sú-mi}$  (15)  $\text{šum-ma } ^f\text{Be-el-ta-ak-ka}_4\text{-du-um-me pí-ir-qa}$  (16)  $\text{ir-ta-ši } ^m\text{Ak-ku-li-en-ni ú-za-ak-ka}_4\text{-ma}$  (17) a-na  $^m\text{Hu-ra-uz-zi i-na-an-din}$  (18)  $\text{šum-ma } ^f\text{Be-el-ta-ak-ka}_4\text{-du-um-me}$  (19)  $\text{māra}^{m} \text{ú-ul-la-ad } ^m\text{Hu-ra-uz-zi}$  (20)  $\text{aššata}^{ta} \text{ša-ni-ta}$   $\text{ù la i-liq-qí}$  (21)  $\text{šum-ma } ^f\text{Be-el-ta-ak-ka}_4\text{-du-um-mi}$  (22)  $\text{māra}^{m} \text{la ú-ul-la-ad } ^m\text{Hu-ra-uz-zi}$  (23)  $\text{aššata}^{ta} \text{ša-ni-ta i-liq-qí}$  (24)  $\text{um-ma } ^m\text{Ak-ku-li-en-ni-ma}$  (25)  $^f\text{Ka}_4\text{-pu-la-an-za a-ḥa-ti-ia}$  (26) a-na  $\text{ma-ar-tù-ti a-na}$  (27)  $^m\text{Hu-ra-uz-zi id-na-aš-šú}$  (28)  $\text{ù } ^m\text{Hu-ra-uz-zi } ^f\text{Ka}_4\text{-pu-la-an-za}$  (29) a-na  $\text{aššūti}^{ii}$  a-šar  $\text{ḥa-ši-iḥ-šu-nu}$  (30)  $\text{i-na-an-din-ma kaspū}^{ul}\text{-šú i-liq-qí}$  (31)  $\text{im-ma-ti-me-e } ^f\text{Ka}_4\text{-pu-la-an-za it-ti}$  (32)  $\text{mu-ti-šu it-ta-na-a-lu šu-ur-ru-um-ma}$  (33) 20  $\text{šiqu kaspu ha-ša-ḥu-še-en-nu}$  (34)  $^m\text{Hu-ra-uz-zi a-na } ^m\text{Ak-ku-li-en-ni i-na-an-din}$  (35)  $\text{šum-ma } ^f\text{Ka}_4\text{-pu-la-an-za pí-ir-qa ir-ta-ši}$  (36)  $^m\text{Ak-ku-li-en-ni ú-za-ak-ka}_4\text{-šu-ma}$  (37) a-na  $^m\text{Hu-ra-uz-zi i-na-an-din}$  (38)  $\text{ma-an-nu-um-me-e ina be-ri-šu-nu ibalkatu}^{m}$  (39) 1  $\text{manū kaspu 1 manū ḥurāšu umallā}^{m}$   $^f\text{Ka}_4\text{-pu-la-an-zi a-na aššūti}^{ii}$  a-na 1  $\text{ardi la inandin}$

(40)  $\text{maḥar } ^m\text{Ak-ku-ia mār Ar-te-šup}$  (41)  $\text{maḥar Ši-la-ḥi mār Tup-ki-til-la}$  (42)  $\text{maḥar Ut-ḥap-ta-e mār Ni-iḥ-ri-ia}$  (43)  $\text{maḥar Tù-ra-ri mār Ur-ku-tù}$  (44)  $\text{maḥar Zi-in-zi-li-ka}_4 \text{ mār Ta-am-pu-ia}$  (45)  $\text{maḥar En-na-ma-ti mār Ki-ik-ki-ia}$  (46)  $\text{maḥar Pu-ḥi-še-en-ni}$   $\text{ù maḥar Šuk-ri-ia mārū}^{ul}$   $\text{En-na-a-a}$  (47)  $\text{maḥar Na-aš-mu mār A-kap-še-en-ni}$  (48)  $\text{maḥar Ši-il-wa-a-a mār Ur-ḥi-ia}$  (49)  $\text{maḥar Hu-ti-ia tupšarru mār Mu-uš-te-e-a}$

Seals of the witnesses mentioned in lines 40-44, 45-47, 50, and of Hirrikaya.

a. So in copy. b. GIN.

Tablet of (marriage-)contract of Akkulenni son of Akiya; with Hurauzzi son of Ennaya a contract between them they contracted. Accordingly, Akkulenni, (5) his sister Beltakkadummi as wife to Hurauzzi shall give. And Hurauzzi, one ox (and) 10 shekels of silver, of the "brotherhood" money, as the purchase price for  $^f\text{Beltakkadummi}$ , (10) to Akkulenni shall pay. All

the remaining money of <sup>1</sup>Beltakkadummi, as her dowry, for <sup>1</sup>Beltakkadummi in her hem shall be tied. (15) If there is a claim against <sup>1</sup>Beltakkadummi, Akkulenni shall clear her and restore her to Hurauzzi. If <sup>1</sup>Beltakkadummi bears a son, Hurauzzi (20) another wife shall not take. If <sup>1</sup>Beltakkadummi a son does not bear, Hurauzzi may take another wife. Thus (says) Akkulenni: (25) “<sup>1</sup>Kapulanza, my sister, I have given to Hurauzzi into daughtership, and Hurauzzi, to whomever he wishes (30) may give her, and the money for her he shall receive.” When <sup>1</sup>Kapulanza with her husband has lain, straight-way 20 shekels of “brotherhood” money Hurauzzi to Akkulenni shall pay. (35) If there is a claim against <sup>1</sup>Kapulanza, Akkulenni shall clear her, to Hurauzzi he shall restore her. Whoever among them breaks the contract shall pay as fine one mina of silver and one mina of gold. <sup>1</sup>Kapulanza as wife to a slave is not to be given.

11 witnesses; 10 seals.

27. *Idnaššu* looks like an imperative. In reality, however, it stands for *adnaššu/ addinaššu*. The confusion between the third and first persons is quite frequent.

## 27 (H 69)

(1) <sup>1</sup>tup-pí a-ḥa-ti ša <sup>m</sup>Ak-ku-li-en-ni (2) mār A-ki-ia ù a-ḥa-sú (3) <sup>1</sup>Be-el-ta-ak-ka-du-um-mi (4) a-na a-ḥa-ti a-na <sup>m</sup>Ḫu-ra-az-zi (5) mār <sup>m</sup>En-na-a-a it-ta-din (6) ù <sup>m</sup>Ḫu-ra-az-zi 40 šiqu<sup>(a)</sup> kaspū<sup>(b)</sup> (7) a-na <sup>m</sup>Ak-ku-li-en-ni it-ta-din (8) šum-ma <sup>1</sup>Be-el-ta-ak-ka-du-um-mi (9) pí-ir-qa ir-ta-ši <sup>m</sup>Ak-ku-li-en-ni (10) ú-za-ak-ka-ma a-na <sup>m</sup>Ḫu-ra-az-zi (11) i-na-an-din ma-an-nu ša ibalkatu<sup>kat-tu</sup> (12) 1 manū kaspu 1 manū ḫurāšu (13) ú-ma-al-la <sup>1</sup>tup-pu ina arki<sup>ki</sup> (14) šu-du-ti ina bá-ab<sup>(b)</sup> abullim<sup>lim</sup> (15) ša <sup>c</sup>Te-im-te-na ša-ti-ir

(16) maḥar Pu-i-ta-e mār Ū-na-ap-ta-e (17) maḥar An-ka-li-li mār Eḫ-li-ia (18) maḥar A-ki-ia mār Ki-il-li (19) maḥar Ut-ḥap-ta-e mār Pu-ḫi-še-en-ni (20) maḥar E-ni-iš-ti-ta mār Ki-il-li<sup>(c)</sup> (21) maḥar Še-ḫi-el-te-šup mār Ta-a-a-ú-ki (22) maḥar Ar-ta-mu-zi mār Ut-ḥap-še (23) qāt <sup>m</sup>A-kam-mu-uš-ni <sup>1</sup>tupšar-rum

Seals of the above witnesses except Ankalili and Enishtita.

a. *SU*. b. Scribe wrote *GIS* by mistake. c. Copy has *te*; in view of line 19, and in view of the fact that *te* and *li* are sufficiently similar in these tablets, *li* seems to be the correct reading.

Tablet of sistership of Akkulenni son of Akiya, whereby his sister <sup>1</sup>Beltakkadummi as sister to Hurazzi (5) son of Ennaya he has sold. And Hurazzi

40 shekels of silver to Akkulenni has given. If there is a claim against 'Beltakkadummi, Akkulenni (10) shall clear her and to Hurazzi restore her. Whoever breaks the agreement shall furnish one mina of silver and one mina of gold.

The tablet was written after the proclamation in the entrance of the gate (15) of 'Temtena.

7 witnesses and signature of scribe; 6 seals.

### 28 (H 25)

(1) lišān-šu ša <sup>m</sup>Ak-ku-li-en-ni (2) mār A-ki-ia a-na pa-ni awēlūti<sup>l</sup> (3) an-nu-ti ki-am iq-ta-bi (4) a-ḥa-ti-ia 'Be-el-ta-ak-ka-di-um-mi (5) a-na aš-šu-ti a-na Ḥu-ra-az-zi (6) mār En-na-a-a at-ta-din (7) ù a-na-ku 40 šiglu<sup>(a)</sup> kaspu ša (8) a-ḥa-ti-ia ša 'Belit-akkadi<sup>ki</sup>-ummi<sup>(b)</sup> (9) a-šar <sup>m</sup>Ḥu-ra-az-zi el-qī-mi (10) ù ap-la-ku-mi lišān-šu ša (11) 'Be-el-ta-ak-ka-du-um-mi (12) a-na pa-ni awēlūti<sup>l</sup> šībū<sup>l</sup>-ti (13) an-nu-ti ki-am iq-ta-bi (14) ra-ma-ni-ia ù a-ḥu-ia (15) <sup>m</sup>Ak-ku-li-en-ni a-na aš-šu-ti (16) a-na <sup>m</sup>Ḥu-ra-az-zi iddin<sup>din</sup>-an-ni-mi (17) um-ma <sup>m</sup>Ḥu-ra-az-za-ma (18) aš-šua 'Ka-ap-[lu-an-za] (19) i-na arki<sup>ki</sup> <sup>m</sup>Ak-ku-li-en-ni (20) la a-ša-as-si ša i-na (21) be-ri-šu-nu ibalkatu<sup>u</sup> (22) 1 manū kaspu 1 manū ḥurāšu (23) ú-ma-al-la tup-pu (24) ina arki <sup>an</sup>du-ra-ri<sup>(c)</sup> (25) i-na ba-ab a-bu-ul-li (26) ša 'Ma-ti-ḥa ša-ṭar

(27) maḥar Ar-te-a mār Nu-ri-a (28) maḥar Zi-li-pa-pu mār Tar-mi-ia (29) maḥar Ik-ki-te mār Wa-an-ti-iš-se (30) maḥar Ta-e mār A-kip-til-la (31) maḥar Ki-in-ni-ia mār El-ḥi-ip-šarri (32) maḥar Ḥu-ut-te-šup mār Ar-še-eḫ-li (33) maḥar Tup-ki-til-la mār Wi-ra-ni (34) qāt Tup-pi-ia tupšarru

Seals of the above witnesses.

a. *SU*. b. *NIN.A.GA.DE.KI.AMA*. c. One or two signs seem to have been completely erased.

The declaration of Akkulenni son of Akiya; in the presence of these men he spoke as follows: "My sister 'Beltakkadiummi (5) as wife to Hurazzi son of Ennaya I have given; and from Hurazzi, 40 shekels of silver for my sister 'Belit-Akkadi-Ummi I have received (10) and am paid."

The declaration of 'Beltakkadummi (which) in the presence of these witnesses she made, as follows: "With my consent my brother (15) Akkulenni as wife to Hurazzi has given me."

Thus (says) Hurazzi: "Concerning 'Kap[luanza,] against Akkulenni (20) I shall raise no claims."

Whoever among them breaks the agreement shall pay as fine one mina of gold and one mina of silver.

The tablet was written after the release (25) in the entrance of the gate of <sup>c</sup>Matiha.

7 witnesses and scribe; 7 seals.

The present record forms a group with 26 and 27.

24. The use of *andurāru* for the customary *šudātu* provides a very welcome and helpful variant. Cf. above, note 10.

## 29 (H 26)

(1) lišān-šu ša <sup>i</sup>Zi — — — (2) a-na pa-ni awēlūti<sup>pl</sup> ši-bu-ti an-nu-ti (3) ki-am iq-ta-bi (4) <sup>m</sup>A-ka<sub>4</sub>-wa-til mār El-li iš-tu sú-qí (5) la-lu-ia at-ta-di-šu-ma (6) u a-na a-ḥa-tù-ti a-na ia-ši (7) e-te-pu-uš-mi ù (8) <sup>m</sup>A-ka<sub>4</sub>-wa-til ša ra-bi-ši-ia (9) i-ra-ab-bi-iš ša i-na an-ša-ri-ia (10) i-na an-ša-ar-šu ia-ši (11) ki-i a-ḥa-tù-ti i-ip-pu-šá-an-ni (12) a-na ia-ši ni-ra-ru-um-mi (13) ù <sup>m</sup>A-ka<sub>4</sub>-wa-til 20 šiqu<sup>(a)</sup> kaspū<sup>pl</sup>-ia (14) a-šar <sup>awēl</sup>mu-ti-ia i-liq-qí-ma (15) ù i-ik-kál u 20 šiqil<sup>(a)</sup> kaspū<sup>pl</sup> (16) <sup>m</sup>El-ḥi-in-na-mar a-ḥi-ia ikkal<sup>(b)</sup> (17) ma-an-nu ša [i]-na be-ri-šu-nu (18) ibalkatu<sup>tu</sup> 1 amta damqa umalla<sup>la</sup> (19) ṭup-pu arki šu-du-ti (20) i-na <sup>c</sup>Nu-zi a-šar abulli (21) šá-ṭi-ir

(22) maḥar Hu[-ti]-pa-pu mār Pu-ru-sa (23) maḥar Te-ḥi-ip-til-la mār Zi-lip-til-la (24) maḥar Tar-mi-til-la mār Eḥ-li-te-šup (25) maḥar Wu-uḥ-ra-pu mār Tar-mi-te-šup (26) maḥar Šuk-ri-te-šup mār Ak-pa-ri-ia (27) ma-ḥar Ku-uš-ši-ia ma-šar ekalli (28) mār Ḥa-na-ia (29) maḥar Tar-mi-ip-ta-še-ni mār Wi-ir-ri-iš-la-en-ni (30) maḥar Ši-ma-an-ni ṭupšarru

Seals of the above witnesses except the first one.

a. *ŠU*. b. *KA + GAR*.

The declaration which Zi — — in the presence of witnesses spoke as follows:

“(To) Akawatil son of Elli upon the street (5) *my strength* I offered, and as sister I have been adopted. And Akawatil shall *manage my possessions*; what is in my stores (10) is in his stores; since he has adopted me as sister he shall be of assistance unto me. And Akawatil shall receive from my (future) husband 20 shekels of the money (paid) for me, (15) and he shall have the usufruct thereof; and twenty shekels of silver my brother Elhinnamar shall use.”

Whoever among them breaks the agreement shall pay as fine one maid in good condition.

The tablet was written after the proclamation (20) in 'Nuzi, in the gate.

8 witnesses; 7 seals.

The general sense of this document is clear enough, but the precise meaning of *lālu*, *rabišu*, and even *aṣṣaru*, as these terms are employed in the above context, is not entirely certain.

4. *Ištu sāqi* obviously has the value of 'publicly.'

5. *Lālu* is not likely to have here its usual sexual connotation; perhaps the meaning is simply 'wealth.'

### 30 (H 17)

(1) um-ma <sup>m</sup>Ar-til-la-ma (2) mār Ni-iḫ-ri-ia (3) <sup>f</sup>Um-mi-tù-ra mār-ti-ia (4) a-na ma-ar-tù-ti a-na (5) ma-ka<sub>4</sub>-an-nu<sup>2</sup>-ti a-na (6) <sup>m</sup>Ka<sub>4</sub>-si-e mār Šar-mu-uš-ta (7) it-ta-din ù a-na-ku (8) a-šar <sup>m</sup>Ka<sub>4</sub>-si-e ki-ma<sup>(a)</sup> (9) ma-ka<sub>4</sub>-an-ni-ia il-te-en-nu-tum na-aḫ-la<sup>(b)</sup>-ap-tù (10) ù il-te-en-nu-tum še-nu (11) el-te-qì-mi ù (12) <sup>m</sup>Ka<sub>4</sub>-si-e ki-ma pu-ḫi-ia (13) i-na di-na-ti at-ta-din-mi (14) di-na i-pu<sup>u</sup>š<sup>u</sup>š<sup>u</sup>-ma (15) šum-ma <sup>m</sup>Ka<sub>4</sub>-si-e i-na di-na-ti (16) il-te'-e-ma (17) ù mār-ti-ia i-li-qì (18) a-šar ḫa-du-ú a-na (19) aš-šu-ti i-na-an-din (20) kaspā-šu <sup>m</sup>Ka<sub>4</sub>-si-e (21) i-li-qì šum-ma <sup>m</sup>Ka<sub>4</sub>-si-e (22) i-na di-ni gi [ — — — ] i-pu<sup>u</sup>š<sup>u</sup>š<sup>u</sup> (23) 10 šiqu<sup>(c)</sup> kaspu a-šar [ — — ] (24) muḫ-ḫi mār-ti-ia (25) i-li-qì (26) ma-an-nu-um-mi-e (27) i-na be-ri-šu-nu ibalkatu<sup>u</sup> (28) 1 manū kaspu 1 manū ḫurāšu (29) ú-ma-al-la ṭup-pu (30) an-ni-i a-šar Ma-hi-ri-mār (31) i-na 'Nu-zi ša-ṭi-ir

(32) maḫar <sup>m</sup>Tù-ra-ar-te-šup (33) mār Ni-zu-uk (34) maḫar <sup>m</sup>Ur-ḫi-te-šup mār Ša-a-ta (35) maḫar <sup>m</sup>Tù-ra-ar-te-šup (36) mār It-ḫa-pi-ḫé (37) maḫar <sup>m</sup>En-na-ma-ti ù <sup>m</sup>Ka<sub>4</sub>-an-ni-pa (38) mārū<sup>u</sup> A-ri-ḫa-ma-an-na

Seals of the above witnesses and of Ennamati.

a. After *ma* there are traces of a partly erased *al*. b. Text has *na* which is probably an oversight of the scribe rather than a variant pronunciation. c. *SU*.

Thus (says) Artilla son of Nihriya: "IUmmitura, my daughter, into daughtership as (5) *guaranty* to Kasi son of Sharmushta I have given. And I from Kasi in exchange for my *guarantee* one robe, (10) and one (pair of) boot(s) have received; and I have assigned Kasi in my stead to the court and he will appear in my lawsuit. (15) If Kasi prevails in the lawsuit, he will take my daughter and give her as wife to whomever he pleases; (20) the money for her Kasi will take. If Kasi [ — — — ] in the lawsuit, 10 shekels of silver from [ — — — ] for my daughter (25) he shall receive." Whichever

among them breaks the contract shall furnish one mina of silver and one mina of gold.

This tablet was written (30) in the Mahirimar (*gate*) of <sup>c</sup>Nuzi.

5 witnesses; 6 seals.

5. *Makannātu* and *makannu* are in a similar relationship to one another as *tidennātu* and *tidennu*; that is to say, *makannu* is the object received in a *makannātu* transaction. In the present text the girl obviously represents a certain type of security. I would connect the two words with *kunnu* 'to confirm,' whence the translations 'guaranty,' and 'guarantee.' The formation of these Akkadian nouns is not entirely clear; it may have been influenced by some definite analogy.

22. The missing word, part of one of the numerous *-umma epēšu* formations, must have meant 'to lose in court.'

23 f. If the suit is won, K. receives the girl outright; if not, the girl may be redeemed for (*muhhi*) 10 shekels.

### 31 (H 11)

(1) um-ma <sup>f(a)</sup> A-ri-in-tù-ri-ma (2) mārat Pa-ak-ka<sub>4</sub>-a-a mārti-ia (3) <sup>f</sup>Tù-ur-pu-un-na mu-ti-ia (4) a-na ia-ši a-na ḥu-ša-ka-ši-ia (5) it-ta-din ù a-na-ku <sup>f</sup>Tù-ur-pu-un-na (6) a-na aš-šu-ti at-ta-din kaspā-šú (7) a-šar mu-ti-šu el-te-qì ù maras-sú (8) ša <sup>f</sup>Tu-ur-pu-un-na <sup>f</sup>E-lu-an-za (9) a-na ḥa-ri-im-tù-ti ba-al-tù-at (10) ù i-na-an-na <sup>f</sup>E-lu-an-za (11) a-na kál<sup>(b)</sup> -la-ti-ia a-na <sup>f</sup>Ma-at-ka<sub>4</sub>-šar (12) at-tá-din ù <sup>f</sup>Ma-at-ka<sub>4</sub>-šar (13) <sup>f</sup>E-lu-an-za a-na aš-šu-ti (14) a-na 1 awēli i-na-an-din u 40 šiqu<sup>(c)</sup> kaspi-šú (15) a-šar mu-ti-šu i-liq-qì ù ikkal (16) um-ma <sup>f(a)</sup> A-ri-in-tù-ri-ma (17) 1 imēr eqli a-bi-ia a-na mu-lu-gi<sub>5</sub> (18) a-na i<a>-ši i-di-na-aš-šu (19) ù i-na-an-na a-na-ku (20) a-na <sup>f(a)</sup> Ma-at-ka<sub>4</sub>-šar-ma (21) at-ta-din (22) ù <sup>f</sup>Ma-at-ka<sub>4</sub>-šar (23) ša pī<sup>i</sup> ṭup-pu ša-an-ni (24) a-na mār<sup>i</sup>ṭ<sup>i</sup>-šu-nu i-na-an-din (25) a-na awēli na-ka<sub>4</sub>-ri la i-na-an-din (26) um-ma <sup>f</sup>A-ri-tù-ri-ma (27) kaspā ša <sup>f</sup>Ka<sub>4</sub>-an-zu<sup>(d)</sup> al-te-qì (28) u a-ka<sub>4</sub>-al u ri-iḥ-tù (29) kaspā ša <sup>f</sup>Ka<sub>4</sub>-an-zu<sup>(d)</sup> ša a-na <sup>f</sup>Ma-at-ka<sub>4</sub>-šar at-ta-din

(30) maḥar Ni-ih-pi-a-šu mār Ak-ku-aš-ku<sup>(e)</sup> (31) maḥār Tarmi-ia mār Gimil-<sup>d</sup>Adad (32) maḥar E-te-ia mār Wa-aḥ-ri-še-en-ni (33) maḥar Ki-pa-li<sup>(f)</sup> mār Ta-a-a (34) maḥar Še-el-lu-pa mār Šuk-ra-pu (35) maḥar Ša-ar-te-sup mār It-ḥa-pi-ḥi ṭupšar-rum

Seals of the above witnesses except the scribe.

a. Written with the determinative for 'man.' b. After *kál* one sign is erased. c. *SU*. d. Cf. note below. e Or perhaps *Ak-ku-rum*? f. Written *lim* on the seal (line 37).

Thus (says) <sup>1</sup>Arinturi daughter of Pakkaya: "My daughter <sup>1</sup>Turpunna my husband for me *at my disposal* (5) placed. And I <sup>1</sup>Turpunna as wife have sold; the money for her from her husband I have received. And the daughter of <sup>1</sup>Turpunna, <sup>1</sup>Eluanza, is living as a hierodule. (10) Now <sup>1</sup>Eluanza as my daughter-in-law to <sup>1</sup>Matkashar I have given; and <sup>1</sup>Matkashar shall sell <sup>1</sup>Eluanza to a man as wife and 40 shekels of silver (15) for her from her husband she shall receive and use."

Thus (says) <sup>1</sup>Arinturi: "One imer of land my father to me gave as dowry; and now I (20) to the same <sup>1</sup>Matkashar have given it. And <sup>1</sup>Matkashar in accordance with the other tablet to their (*sic*) sons shall give it: (25) to a stranger she shall not give it."

Thus further (says) <sup>1</sup>Arinturi: "The money for <sup>1</sup>Kanzu I have received and used; and the remaining money of <sup>1</sup>Kanzu, belonging to <sup>1</sup>Matkashar, I have given (to her.)"

6 witnesses; 5 seals.

26. It is not clear what the relationship of Kanzu to the other parties may have been. The sign *qa* may be, after all, defective writing for *ilu*, in which case the name would be *Iluanzu*, identical with the above Eluanzu.

### 32 (H 76)

(1) <sup>m</sup>Pá-ak-ka-a-a mār Ar-te-šup ù (2) 1 imēr eqlāti<sup>1</sup> i-na dimti ša (3) <sup>m</sup>Ar-te-šup ù a-na ma-ar-ti-šu (4) <sup>1</sup>A-ri-im-tu-ri a-na (5) mu-lu-gi<sub>5</sub> i-di-na-aš-ši (6) ù <sup>1</sup>A-ri-im-tu-ri il-te-nu-tu<sub>4</sub> še-nu (7) 1 šubāta<sup>1</sup> 1 immera<sup>1</sup> 1 šahāp<sup>1</sup> it-ti (8) 10 ku-ur-ki-za-an-ni-šu a-na <sup>m</sup>Pá-ak-ka-a-a (9) ki-ma qīšti-šu i-di-na-aš-šu

(10) maḥar Ar-wa-ti-ia mār Pá-lu-še-e-a (11) maḥar I-še-tal-ku mār Apil-<sup>d</sup>Adad (12) maḥar E-wi-en-na-an-ni<sup>(a)</sup> ša <sup>m</sup>Te-ḫi-ip-til-la (13) 3 awēlūtu an-nu-tu<sub>4</sub> mu-še-el-wu-ú (14) ša eqlāti<sup>1</sup> (15) maḥar Kip-ta-e mār En-na-ma-ti (16) maḥar A-al-te-eš-šu-up (17) mār Šum-mi-ia (18) maḥar Ag-gi-en-ni mār Ū-gi (19) maḥar Gi-wi-ta-e mār Šum-mi-ia (20) maḥar Ta-e mār Ip-ša-ḫa-lu (21) maḥar A-ri-ia mār Ar-nu-zu (22) maḥar <sup>d</sup>Sin-ši-mi-ka<sub>4</sub> mār Ta-a-ku (23) maḥar Ū-na-pu mār Te-ḫu-up-še-en-ni (24) maḥar A-kap-tug-gi mār Ū-gi (25) maḥar Mu-uš-te-e-a ṭupšarru mār <sup>d</sup>Sin-ib-ni

Seals of the witnesses mentioned in lines 20-23, and of the scribe.

(30) ù ša <sup>m</sup>Ta-a-a-ú-ki (31) ka-sà-ap-šu ga<sub>6</sub>-mi-ir (32) ù an-nu-tu<sub>4</sub> awēlūtu šī-bu-tu<sub>4</sub> ša qā-an-na-šu im-šu-ru (33) ma-an-nu ša ibalkatu<sup>m</sup>, 1 manū kaspu 1 manū ḫurāšu išaqal<sup>(b)</sup>

a. Possibly not a proper noun. b. *Ī.LAL.E.*

Pakkaya son of Arteshup one imer of land in the district of Arteshup, this to his daughter <sup>1</sup>Arimturi as (5) dowry he has given to her. And <sup>1</sup>Arimturi, one (pair of) shoe(s), one suit of clothes, one pig-pen together with its 10 pigs to Pakkaya as his honorarium has given to him.

3 witnesses.

(8) These three men are the surveyors of the land.

8 further witnesses; 4 seals.

(30) As for Tayuki, his money is paid in full, and these witnesses made the impression with his hem.

Whoever breaks the contract shall pay one mina of silver and one mina of gold.

16. Note the full spelling of *-te-eš-šu-up*.

32. For the expression *qanna mašāru*, cf. Koschaker, NKRA 20 f.

### 33 (H 48)

(1) [um-ma <sup>m</sup>]Pa-i-til-la-ma mār Gi-li-ia (2) [<sup>m</sup>E]h-li-pa-pu mār Nu-pá-na-ni (3) <sup>m</sup>Ha-iš-te-šup mār Pu-ḫi-še-en-ni (4) <sup>m</sup>Ša-ti-ki-in-tar mār Tù-ri-ki-in-tar (5) <sup>m</sup>Ut-ḫap-ta-e mār Zi-gi (6) <sup>m</sup>Tù-ra-ri mār E-mu-ia <sup>m</sup>Pa-a-a mār Pu-i-ta-e (7) <sup>m</sup>Ni-iḫ-ri-ia mār A-kap-túg-gi (8) <sup>m</sup>A-kap-túg-gi mār Ka<sub>4</sub>-ak-ki (9) 8 awēlū<sup>pl</sup> daiānū<sup>pl</sup> an-nu-tum a-na <sup>m</sup>Šu-ri-ḫi-il (10) mār El-la-a-a iš-tap-ra-an-ni-mi um-ma šu-nu-ma (11) 5 awēlū<sup>pl</sup> it-ti-ka<sub>4</sub> li-qa-am<sup>(a)</sup>-ma-mi (12) a-na <sup>m</sup>Šu-ri-ḫi-ilu qí-bí-ma-mi um-ma lu<sup>(b)</sup>-ú (13) daiānū<sup>pl</sup>-ma i-na-an-na bal-tá-ta-mi (14) ù i-na arki<sup>kl</sup>-ka<sub>4</sub> i-ša-as-sú-ú (15) šum-ma ak-ta-ta-ma-at-ki-mi (16) mār-ka ku-ul-li-im-an-ni-mi ù ni-i-nu (17) lu-ú ni-de<sub>4</sub>-mi <sup>m</sup>Eh-li-te-šup (18) <sup>m</sup>Šu-ur-te-šup mārū<sup>pl</sup> [T]e-ḫi-ip-til-la (19) <sup>m</sup>A-ri-iḫ-ḫa-a-a mār Šu-ru-uk-ka<sub>4</sub>-a-a (20) <sup>m</sup>A-kip-šarri mār A-ri-ia (21) <sup>m</sup>A-ar-ta-e mār E-en-na-mil-ki (22) 5 awēlūtu<sup>pl</sup> an-nu-tu it-ti-ia il-te-qì-mi (23) a-na <sup>m</sup>Šu-ri-ḫi-ilu aq-ta-bi-ma-mi (24) ù <sup>m</sup>Šu-ri-ḫi-ilu a-na pa-ni-ia (25) ù a-na pa-ni awēlūti<sup>pl</sup> an-nu-ti ki-na-an-na (26) iq-ta-bi <sup>m</sup>Še-en-ni-ma (27) mār Zi-gi mār-ia-ma i-na eqli-ia (28) i-na bīti-ia ù it-<sup>(c)</sup>ti-ia (29) ū mār-ia ša-nu ia-nu-um-ma (30) ù daiānū<sup>pl</sup> di-na ki-i pí-i (31) <sup>m</sup>Pa-i-til-la ù ki-i pí-šu-nu (32) 5 awēlū<sup>pl</sup> an-nu-u i-te-ip-šu (33) <sup>m</sup>Še-en-ni-ma i-na di-ni il-te-ma (34) ù daiānū<sup>pl</sup> i-na eqlāti<sup>pl</sup> i-na bītāti<sup>pl</sup> (35) ša <sup>m</sup>Šu-ri-ḫi-ilu a-na <sup>m</sup>Še-en-ni-ma mār Zi-gi <iddinu<sup>(d)</sup>>

(36) aban <sup>m</sup>Te-ḫi-ip-a-pu daiānu mār Eh-li-te-šup (37) aban <sup>m</sup>A-kap-túg-gi mār Ka<sub>4</sub>-an-ki<sup>(e)</sup> daiānu (38) aban <sup>m</sup>Ši-il-wi-te-šup mār Ak-ku-ia daiānu

(39) aban <sup>m</sup>Ut-ḥap-ta-e mār Zi-gi daiānu (40) aban Eḥ-li-pa-pu mār Nu-pá-na-ni daiānu (41) qāt <sup>m</sup>Še-ri-iš-a-ri mār Zi-ni

(42) lišān-šu ša <sup>t</sup>Tup-pa-ia mārāt Ar-zi-iz-za (43) aš-ša-at ša <sup>m</sup>Šu-ri-ḥi-il ki-na-an-na iq-ta-[bi] (44) a-an-ni-mi mu-ti-ia <sup>m</sup>Šu-ri-ḥi-il <sup>m</sup>Še-en-ni-ma mār Zi-gi (45) i-na eqli-šu i-na bīti-šu a-na ma-ru-ti [iṭepuš]

a. Text has *bi* for which *am* can be easily mistaken. b. Or is this the scribe's error for *awēlu*? But see line 17. c. The *il* of the copy is obviously an oversight. d. This seems to be the addition required. e. Line 8 has *Ka-ak-ki* instead.

[Thus] (says) Paitilla son of Giliya: "Ehli-papu son of Nupanani, Haishteshup son of Puhishenni, Shatikintar son of Turikintar, (5) Uthaptae son of Zigi, Turari son of Emuya, Nihriya son of Akaptukki, Akaptukki son of Kakki; these 8 judges sent me to (10) to Shurihil son of Ellaya (and) thus they (instructed me,) 'Take with you 5 men and say to Shurihil, Thus (say) the judges: (Long) life to you now. There has been a claim against you. (15) If I may trouble you, declare to us your son so that we might verily know.' Ehli-teshup (and) Sharteshup sons of Tehiptilla, Arihhaya son of Shurukkaya, (20) Akipsharru son of Ahuya, Artae son of Ennamilki, these 5 men I took with me (and) I spoke to Shurihil. Shurihil in my presence (25) and in the presence of these witnesses declared as follows, 'Shennima son of Zigi is my (adopted) son as regards my fields and my buildings, and all that I have; there is no other son'."

(30) The judges pronounced judgment in accordance with the declaration of Palteya and with the statements of these men. Shennima prevailed in the lawsuit, the judges <assigning> the fields and buildings of Shurihil to Shennima, son of Zigi.

Seals of 7 judges and signature of scribe.

(42) The declaration of <sup>t</sup>Tuppaya daughter of Arzizza, wife of Shurihil; she spoke as follows: "Yes, my husband Shurihil [adop]ted Shennima son of Zigi with regard to his land and his buildings."

4. Note the same final element in the names of both father and son; cf. also 34.33. 13f. It is evident that the judges desire to have Shurihil treated with the utmost politeness and diplomacy.

15. The line is very difficult to explain grammatically. The best I can do with the verb is to derive it from *kamātu* 'to oppress,' 'to trouble.' The suffix *ki* may have been substituted for *ka* under the influence of the following *mi*. The double *t*-form is least troublesome; in the Kirkuk texts it occurs in a hitherto unpublished document, in *ittatlak* (from *alāku*). I am fully aware that this explanation is far from being entirely satisfactory.

16. *Kullimanni*: literally 'show me.' The object is to get a definite declaration before witnesses that the adoption of Shennima is personally acknowledged by Shurihil.

### 34 (H 49)

(1) <sup>m</sup>Šu-ri-ḫi-i-lu mār E-il-la-a-a (2) i-na di-ni a-na pa-ni daiānū<sup>pl</sup> (3) i-te-e-li um-ma <sup>m</sup>Šu-ri-ḫi-il-ma <sup>t</sup>Tup-pá-a-a<sup>(a)</sup> (4) aššati<sup>ti</sup> iš-tu bīti-ia it-ta-ši-ma ba-lu-ia (5) ù i-na bit a-bi-ša (6) <sup>m</sup>Ar-zi-iz-za ta-at-ta-la-ak (7) il-ti-il-tù daiānū<sup>pl</sup> <sup>m</sup>Eḫ-li-pá-pu mār Nu-pá-na-ni (8) a-na <sup>m</sup>Ar-zi-iz-za iš-ta-ap-ru-uš (9) <sup>m</sup>Ma-i-it-ta mār Ni-ih-ri-ia ša-ni-na (10) <sup>m</sup>Te-ḫi-ia mār Gi<sub>5</sub>-mi-la-dá ša-aš-ši-a-na (11) ù ra-bi-a-na <sup>m</sup>Eḫ-li-te-šup (12) mār Te-ḫi-ip-til-la iš-ta-ap-ru-uš (13) 4 awēlūtū<sup>pl</sup> an-nu-tù ma-za-tù-uh-lu (14) daiānū<sup>pl</sup> a-na <sup>m</sup>Ar-zi-iz-za (15) iš-ta-ap-ru-šu-nu-ti (16) um-ma ma-za-tù-uh-lu-ma a-na (17) <sup>m</sup>Ar-zi-iz-za ni-ta-la-ak-mi (18) ù ni-iq-ta-a-bi (19) lišān-šu<sub>4</sub> ša <sup>m</sup>Šu-ri-ḫi-il (20) li-qa-am-ma-mi ù al-ka<sub>4</sub>-am-mi (21) um-ma <sup>m</sup>Ar-zi-iz-za-ma-mi (22) ú-la-a-mi i-na di-ni (23) la a-la-ak-mi ù (24) awēlūtū<sup>pl</sup> ma-za-at-tù-uh-li-e (25) <sup>m</sup>Ar-zi-iz-za awēlūti<sup>pl</sup> ši-bu-ti (26) ul-te-ši-i-mi ki-i-me-e (27) ni-il-ta-na-sí-šu-mi (28) ù a-na a-la-ki la i-ma-gu<sub>5</sub>-ru-uš<sup>(b)</sup> (29) i-na di-ni <sup>m</sup>Šu-ri-ḫi-il (30) il-te-e-ma ù aššat-sú (31) <sup>t</sup>Tup-pá-a-a il-te-qī (32) aban <sup>m</sup>Ut-ḫap-ta-e mār Zi-gi (33) aban <sup>m</sup>Ša-ti-ki-in-tar mār Tu-ri-ki-in-tar (34) aban <sup>m</sup>A-mu-ša<sub>4</sub>-pi mār Hu-ti-ia (35) aban <sup>m</sup>Ni-ih-ri-ia mār A-kap-túk-ki (36) qāt <sup>m</sup>En-na-ma-ti

a. The name is *Tup-pa*— rather than *Um-ma*—, cf. lines 31, and 33. 42. b. Sic!

Shurihil son of Ellaya appeared in court before the judges. Thus (declared) Shurihil:

"<sup>t</sup>Tuppaya, my wife, left my house without my consent (5) and went away to the house of her father Arzizza."

The judges, at first Ehli-papu son of Nupanani sent to Arzizza; as the second one, Maitta son of Nihriya; (10) Tehiya son of Gimil-Adda, third; and fourth, Ehli-teshup son of Tehiptilla they sent. These 4 men, as constables, the judges to Arzizza (15) delegated. And thus the constables (declared): "We went to Arzizza and we said, 'The declaration of Shurihil (20) take and come.' But Arzizza (spoke) thus, 'No, indeed, to the court I will not go.' And (as for us,) the constables, (25) Arzizza caused witnesses to hear that we summoned him, but that he would not consent to go."

In the lawsuit Shurihil (30) prevailed and his wife <sup>t</sup>Tuppaya he took back.

4 seals and signature of the scribe.

3. For the reading *Tuppaya* instead of *Ummaya*, see above, note 59.  
 13. For *manzatuḥlu*, cf. above, note 60.  
 24 ff. The statement is involved, but the translation is sufficiently certain.

## 35 (H 53)

(1) <sup>m</sup>A-ka<sub>4</sub>-a-a mār El-li (2) [it-ti <sup>m</sup>]Ki-in-ni mār I-zu-za-a-a (3) [i-na di-ni] a-na pa-ni daiānū<sup>pl</sup> (4) i-te-lu-u-ma um-ma A-ka<sub>4</sub>-a-a<sup>(a)</sup> (5) <sup>m</sup>A-ka<sub>4</sub>-a-a-ma <sup>f</sup>Ha-lu-ia (6) a-na kál-lu-ti a-šar (7) <sup>m</sup>Pu-ḥi-še-en-ni mār Te-ḥi-ia el-te-qī-mi (8) ù [i]-na arki-ia aš-šum <sup>f</sup>Ha-[lu-ia] (9) <sup>m</sup>Ki-in-ni il-ta-na-as[-sī] (10) ù daiānū a-na <sup>m</sup>A-ka<sub>4</sub>-a-a (11) iq-ta-bu <sup>m</sup>Pu-ḥi-še-en-ni (12) li-qī-mi ù <sup>m</sup>A-ka<sub>4</sub>-a-a (13) <sup>m</sup>Pu-ḥi-še-en-ni it-ta-ab-la-mi (14) ù daiānū<sup>pl</sup> <sup>m</sup>Pu-ḥi-še-en-ni (15) iš-ta-lu-uš um-ma <sup>m</sup>Pu-ḥi-še-en-ni-ma a-na-ni-mi (16) <sup>f</sup>Ha-lu-ia a-na kál-lu-ti (17) a-na <sup>m</sup>A-ka<sub>4</sub>-a-a at-ta-din (18) ù <sup>f</sup>A-zi-na ummu-šu ša <sup>f</sup>Ha-lu-ia (19) a-na ia-ši aš-ša-tū-um-mi (20) ù <sup>f</sup>A-zi-e-na aššati-ia a-na ia-ši (21) <sup>f</sup>Ha-lu-ia it-ta-li-id (22) ù a-na-ku <sup>f</sup>A-zi-e-na (23) iš-tu 20 šubātī ta-aḥ-ḥa-a-ú (24) uš-te-ṣi-mi u <sup>m</sup>Ki-in-ni a-ḥi-šu (25) — — na a-na aš-šu-ti (26) a-na ia-ši-ma it-dī<sup>(b)</sup>-mi (27) ù daiānū a-na <sup>m</sup>Ki-in-ni (28) iq-ta-bu <sup>f</sup>A-zi-e-na<sup><</sup> a-ḥa-at-ka<sub>4</sub> (29) a-na aš-šu-ti a-na <sup>m</sup>Pu-ḥi-še-en-ni (30) ta-at-ta-dī-mi ù um-ma (31) <sup>m</sup>Ki-in-ni-ma a-an-ni-mi (32) <sup>f</sup>A-zi-e-na a-ḥa-ti-ia a-na aš-šu-ti (33) a[-na <sup>m</sup>P]u-ḥi-še-en-ni at-ta-din (34) [ù] kaspū<sup>pl</sup> a-šar <sup>m</sup>Pu-ḥi-še-en-ni (35) [el-<sup>f</sup>]e-qī-mi ù a-ḥa-ti-ia (36) [im-t]u-ut ù daiānū<sup>pl</sup> (37) [a-na <sup>m</sup>]Ki-in-ni iq-ta-bu (38) a-[ḥa]-at-ka<sub>4</sub> mi-it-mi u kas[pū]<sup>pl</sup> ša ša-el-ti — [ — — ]<sup>(c)</sup> (39) ki-i lišān-šu ša <sup>m</sup>Ki-in-ni (40) <sup>m</sup>Pu-ḥi-še-en-ni i-na di-ni il-te-e-ma (41) ù daiānū <sup>f</sup>Ha-lu-ia a-na a-bi-šu-ma (42) a-na <sup>m</sup>P[u-ḥi-še-en]-ni it[-ta-ad]-nu

(43) aban <sup>m</sup>Pa-i-te-šup aban <sup>m</sup>Še-en-na[-til] (44) aban <sup>m</sup>Šuk-ri-ia aban <sup>m</sup>Ha-ši-ip-ta-še-en-ni (45) qāt <sup>m</sup>Tū-ra-ar-te-šup

a. The name is repeated dittographically. b. There follows a partially erased sign, but nothing seems to be missing in this word, as a comparison with *at-ta-di-mi* in line 30 indicates. c. Little can be made of the traces of the three signs that follow.

Akaya son of Elli [with] Kinni son of Izuzaya appeared [in court] before the judges, and Akaya (5) (spoke) thus: “<sup>f</sup>Haluya as bride from Puhishenni son of Tehiya I received; and against me, concerning <sup>f</sup>Ha[luya,] Kinni has been raising claims.”

(10) And the judges said to Akaya, ‘Produce Puhishenni.’ And Akaya brought Puhishenni. And the judges Puhishenni (15) questioned, and thus Puhishenni (replied): “Yes, I gave <sup>f</sup>Haluya to Akaya as bride; now <sup>f</sup>Azena,

the mother of <sup>1</sup>Haluya was my wife, (20) [and] my wife <sup>1</sup>Azena bore to me <sup>1</sup>Haluya. And I had brought out <sup>1</sup>Azena for 20 *tahhaiu* garments. And Kinni, her brother, (25) gave to me *Azena*(?) as wife."

And the judges said to Kinni, 'Did you <sup>1</sup>Azena, your sister, as wife to Puhishenni (30) give?' And thus Kinni (replied:) "Yes, I gave my sister <sup>1</sup>Azena as wife [to] Puhishenni, and the money for her from Puhishenni (35) [I re]ceived; but my sister [die]d." And the judges said to Kinni, 'Your sister is dead, and the money for — — — [ — — — ].'

In accordance with the declaration of Kinni, (40) Puhishenni prevailed in the lawsuit, and the judges <sup>1</sup>Haluya to her father, to Pu[hishenni, assign]ed.

4 seals and signature of scribe.

25. The first two signs are partly erased; the remaining traces do not seem to indicate *A-zi-* (*Az-in-*, however, is quite possible), but that is what is obviously required by the context, especially in view of the following *-na*.

39. I cannot suggest a satisfactory reconstruction and translation for the second half of this line.

### 36 (H 27)

(1) um-ma daiānū<sup>pl</sup>-ma ša <sup>e</sup>Kār-ra (2) <sup>m</sup>Ku-šu-ḥa-ri arad ša (3) <sup>m</sup>Ki-li-iš-gi a-na pa-ni<-ni<sup>(a)</sup>> (4) i-te-lu ù <sup>awēl</sup>ma-an-za-at-tu-uḥ-lu (5) a-na <sup>m</sup>Ku-šu-ḥa-ri ni-id-dī<-in<sup>(b)</sup>> (6) a-na aššati-šu it-ta-ta-aq-qū (7) a-na aššati-šu a-na li-qī (8) ki-ma aš-ša-as-sū <sup>m</sup>Ku-šu-ḥa-ri (9) i-li-iq-qī šašši-šu i-na ú-ma-ši (10) <sup>m</sup>Ki-ri-ip-še-ri (11) mār Ar-ru-tup-pa (12) <sup>m</sup>Ku-šu-ḥa-ri im-ḥa-aš (13) ù <sup>m</sup>Ar-te-ia (14) <sup>awēl</sup>ma-an-za-at-tu-uḥ-lu a-wa-ta (15) ut-te-ir <sup>m</sup>Ku-šu-ḥa-ri (16) šašši-su i-na u-ma-ši (17) <sup>m</sup>Ki-ri-ip-še-ri (18) im-ḥa-aš (19) [ù a-]na-ku a-dá-ga<sub>5</sub>-al (20) ki-i i-ma-ḥa-aš

(21) <sup>aban</sup>kunuk <sup>m</sup>Ar-te-šup (22) <sup>aban</sup><sup>m</sup>Na-an-te-šup (23) <sup>aban</sup>kunuk <sup>m</sup>Zi-li-ip-šarri (24) <sup>aban</sup>kunuk <sup>m</sup>Hu-ti-[ — — ]

(25) qāt <sup>m</sup>AN.A.GAL tupšarru (26) <sup>awēl</sup><sup>m</sup>ma-an-za-at-tu-uḥ-lu di-in-šu la e-pu-uš

a. Omitted by haplography. b. After the sign *di* there is an erasure where *in* may have originally stood.

Thus (say) the judges of <sup>e</sup>Karra: "Kushuhari servant of Kilishgi before us appeared; and a constable (5) to Kushuhari we assigned; to his wife they went, to take his wife. Because his wife Kushuhari would take, three times with a (10) *staff* Kiripsheri son of Arrutuppa struck Kushuhari. And

Arteya the constable the word (15) brought, 'Kushuhari struck Kushuhari three times with a staff, and I saw that he struck (him.)' "

4 seals and signature of scribe.

(26) The constable did not settle his case.

6. The verb appears to be derived from *etēqu*.

19, 26. The constable witnessed the assault, but did not attempt to interfere. The maxim that discretion is the better part of valor was evidently not unknown to the Arraphans.

### 37 (H 46)

(1) [<sup>m</sup>Zi]-gi mār Ak-ku-ia (2) [it-t]i <sup>f</sup>Wa-[ar-ḫi]-ma-at-ka<sub>4</sub> (3) [i-na d]i-ni a-n[a pa-ni] (4) daiānū<sup>pl</sup> aš-šu[m eqlāti<sup>pl</sup>]l-ti (5) ša <sup>m</sup>Ka<sub>4</sub>-ri-ru i-te-lu-ma (6) u[m-ma] <sup>m</sup>Zi-gi-ma (7) a-bu-ia eqla ša-a-šu (8) a-na ia-ši id-di-na-am-mi (9) ù daiānū<sup>pl</sup> šī-bu-ti-šu (10) ša <sup>m</sup>Zi-gi i-te-ir-šu (11) ù šī-bu-ti-šu (12) ša Zi-gi ia-nu (13) ù daiānū<sup>pl</sup> a-na Zi-gi (14) iq-ta-bu-ú a-lik-mi (15) eqlāti<sup>pl</sup> ša <sup>m</sup>Ka<sub>4</sub>-ri-ru (16) it-ti <sup>f</sup>Wa-ar-ḫi-ma-at-ka<sub>4</sub> (17) [z]-u-uz-mi ù (18) [at]-ta 2 qà-ta-tù (19) li-qì-mi ù <sup>f</sup>Wa-ar-ḫi-ma-at-ka<sub>4</sub> (20) il-ti<sub>4</sub>-il-tum li-il-qì-mi (21) ù <sup>f</sup>Wa-ar-ḫi-ma-at-ka<sub>4</sub> (22) i-na eqlī zu-a-zi la i-ma-an-gur (23) ṭup-pi ta-aḫ-sí-il-ti

(24) <sup>aban</sup>kunuk <sup>m</sup>Ša-ti-ki-in-tar (25) <sup>aban</sup>kunuk <sup>m</sup>Ha-iš-te-šup (26) <sup>aban</sup>kunuk <sup>m</sup>Tù-ra-ri

[Zi]gi son of Akkuya [wit]h <sup>f</sup>Wa[rhi]matka [in] court be[fore] the judges concerning the [land]s (5) of Kariru appeared. Thus (declared) Zigi: "My father that land did give to me." And the judges witnesses (10) from Zigi requested; but Zigi had not any witnesses. So the judges said to Zigi, 'Go and (15) divide the lands of Kariru with <sup>f</sup>Warhimatka; you shall take two shares and <sup>f</sup>Warhimatka (20) one share shall receive.' But <sup>f</sup>Warhimatka would not agree to the division of the land.

A memorandum note.

3 seals.

5. Kariru is a great-grandfather of Zigi; the other two generations are represented by Katiri and Akkuya.

### 38 (H 37)

1) um-ma <sup>m</sup>En-na-mu-ma (2) mār A-ri-iḫ-ḫa 1 šú-ḫa-ar-tù amtum<sup>tum</sup> (3) ša <sup>m</sup>A-pu-uš-ka<sub>4</sub> mār I-la-a-nu (4) ina muḫ-ḫi-ia aš-bu ù i-na-an-na (5) 1 šu-ḫa-ar-tum amtum<sup>tum</sup> <sup>f</sup>U-la-ma-aš-ši šu-un-šu (6) ša <sup>ma</sup>Ku-uš-šu-

uḫ-ḫa-i (7) ša pí-i tup-pí-šu ša (8) <sup>m</sup>A-pu-uš-ka a-na <sup>m</sup>A-pu-uš-ka (9) at-ta-din ù <sup>m</sup>A-pu-uš-ka il-te-qì (10) šum-ma šu-ha-ar-tù<sup>pl</sup> ša-a-šu (11) pí-ir-qa irtaši<sup>š</sup> šu-ha-ar-tù (12) ša-a-šu-ma <sup>m</sup>En-na-mu (13) ú-za-ak-ka<sub>4</sub>-ma a-na (14) <sup>m</sup>A-pu-uš-ka i-na-an-din (15) ša ibalkatu<sup>tu</sup> (16) 2 amtu damqu<sup>qd</sup> umallā<sup>pl</sup> (17) tup-pu ša šú-ḫa-ar-ti (18) ḫu-ub-bu-li-šu ša <sup>m</sup>En-na-mu (19) il-te-qì ú a-na pa-ni šibūti<sup>pl</sup> <sup>ti</sup> (20) an-nu-ti iḫ-te-pé

(21) maḫar <sup>d</sup>Sin-in-dì-na mār Ma-lik-nāšir (22) maḫar Zi-me mār A-ni-KUR (23) maḫar A-ri-ki-im-ri<sup>(a)</sup> mār Tar-mi-ia (24) maḫar Zigi mār Ḫa-na-a-a (25) maḫar Pal-te-šup mār Ut-ḫap-ta-e

Seals of the above witnesses, of Ennamu, and of the scribe.

a. The seal (line 27) gives the very interesting variant *-ir-me*, connecting this element with the well-known Hurrian word *ierī*, Nuzian *irici* 'prince, ruler.'

Thus (says) Ennamu son of Arihha: "One young slave-girl has been due from me; and now (5) a young slave-girl, <sup>f</sup>Ulamashshi by name, a Kassite, in accordance with the tablet of Apushka, to Apushka I have given, and Apushka has taken her." (10) If there is a claim against that slave-girl, Ennamu shall clear her and restore her to Apushka. (15) He that breaks the contract shall furnish 2 handmaids in good health.

The tablet concerning the slave-girl, (it being) the document of debt of Ennamu, was taken and in the presence of these (20) witnesses it was destroyed.

5 witnesses; 7 seals.

6. The spelling *Kuššu-ḫai* is of great interest. In the first place, the first vowel is *u* instead of the usual *a*, which would indicate that the form *Kaššu* was not universal; cf. also the Greek form *Kassaiōi* and the Biblical *כַּשְׁשִׁי* where that name does not apply to Ethiopia. The ending *-ḫai* represents the Hurrian gentilic suffix. Cf. the author's *Mesopotamian Origins*, ch. V. The name *Ulamashshi* is not Kassite but Babylonian; the girl is called Kassite only because contemporary Babylonia was ruled by a Kassite dynasty; cf. Weidner, *Altorientalische Bibliothek* I, p. 57, note 7.

### 39 (H 100)

(1) <sup>f</sup>Ū-la-ma-aš-ši amat (2) ša <sup>m</sup>Ū-na-ap-te-šup mār Te-ḫé-eš-še-en-ni (3) ù ša <sup>f</sup>Ši-ma-a-a (4) ù <sup>m</sup>Tù-ra-ar-te-šup mār Ma-li-ik-nāšir (5) a-na šī-mi il-qì (6) ù 25 šiglu kaspū<sup>pl</sup> šī-mu (7) ša <sup>f</sup>Ū-la-ma-aš-ši (8) a-na <sup>m</sup>Ū-na-ap-te-šup (9) a-na <sup>f</sup>Ši-ma-a-a i-na-an-din (10) šum-ma <sup>f</sup>Ū-la-ma-aš-ši (11) pá-qí-ra-na i-ra-aš-ši (12) <sup>m</sup>Ū-na-ap-te-šup (13) ù <sup>f</sup>Ši-ma-a-a (14) ú-za-ak-ku

a-na (15) a-na<sup>(a)</sup> mTù-ra-ar-te-šup (16) i-na-an-din ma-an-nu-um-me-e (17) i-na bēri<sup>(b)</sup>-šu-nu (18) ibalkatu<sup>t</sup> 1 amta umallāp<sup>l</sup>

(19) aban<sup>l</sup>kunuk Ši-ma-a-a (20) aban<sup>l</sup>kunuk SAG.KI ṭupšarru (21) aban<sup>l</sup>kunuk ū-na-ap-še (22) aban Ar-mu-uk-ka, mār A-kap-še-en-ni (23) aban<sup>l</sup>kunuk Ut-ḥap-ta-e mār A-kip-ta-še-en<ni> (24) aban<sup>l</sup>kunuk Ta-i-te-šup mār Ir-wi-šarri (25) aban<sup>l</sup>kunuk Ši-il-wa-a mār Tar-mi-te-šup

a. Sic! b. RI.BA.NA.

Ulamashshi slave-girl of Unapteshup son of Teheshshenni and of Šhimaya, her Turarteshup son of Maliknasir (5) for a price purchased; and 25 shekels of silver, the price of Ulamashshi, to Unapteshup (and) to Šhimaya he shall give. (10) If Ulamashshi has a claimant, Unapteshup and Šhimaya shall clear (her), (15) to Turarteshup they shall restore her. Whoever among them breaks the agreement shall furnish one slave-girl.

7 seals.

16. *They*: the Akkadian text has the singular form instead.

19. SAG.KI stands evidently for SAG.AN.KI; cf. Ka-ak-ki and Ka-an-ki, 33.8 and 37.

#### 40 (H 23)

(1) um-ma mAr-zi-iz-za-ma (2) mār Zi-gi (3) Ia-la-am-pa (4) amti-ia a-na Ku-uk-ku-ia (5) ù a-na Ši-ta-na-aš-te (6) na-ad-nu 1 ta-ap-t[e] [ša]šamna<sup>l</sup> (7) ma-lu-ú a-na (8) Ši-ta-na-aš-te (9) ù a-na Ku-uk-ku-ia (10) na-ad-nu

(11) maḥar Zi-li-ip-til-la mār Z[i]-li-ia (12) maḥar Hu-ti-ia mār A-ri-ip-šarri (13) maḥar A-kap-še-en-ni mār Zi-gi (14) maḥar Ta-i-til-la mār [— — —] (15) maḥar Tù-ra-ri (16) mār Ip-šá-ḥa-lu (17) maḥar [— — — —] (18) qāt [— — — — ṭupšarru]

Seals of the witnesses of lines 11, 13, 14. Two other seals destroyed.

Thus (declares) Arzizza son of Zigi:

"Yalampa, my handmaid, to Kukkuya (5) and to Šhitanashte has been given. One pitcher full of oil to Šhitanashte and to Kukkuya (10) has been given."

7 witnesses and signature of scribe (partly destroyed); 5 seals.

6. *Taptu* is probably identical with the *tāpatu* of the Amarna Letters; cf. Knudtzon, *op. cit.*, 1529.



## A COMPARATIVE LIST OF THE SIGNS IN THE SO-CALLED INDO-SUMERIAN SEALS

GEORGE A. BARTON  
UNIVERSITY OF PENNSYLVANIA

The sign-list promised in the Vol. VIII of the *Annual* (p. 83, n. 18) is herewith presented. The drawings, with the exception of the numerals, have been made with his usual skill by my friend Mr. Coleman S. Mills. Mr. Albert H. Detweiler made the drawing of the numerals. The tables fully warrant the statement made in the former paper that the writing on the seals from the Indus Valley represents an original and independent culture, apparently uninfluenced by any of the neighboring cultures previously known to us, though probably, in its later period, in touch with the Sumerians. Since Vol. VIII of the *Annual* appeared, the *Annual Report of the Archaeological Survey of India* for 1925-26 has come to hand. On pages 72-98 it contains a long account by Sir John Marshall of more extensive excavations at Mohenjodaro than had previously been undertaken. The results are most interesting, but confirm the conclusions based on earlier work. Large buildings of brick, streets paved with brick, an extensive system of drainage, and a pool apparently constructed for religious purposes, were exhumed, but these only confirm the impression made by previous discoveries. The implements found in the lowest stratum were of stone. Marshall calls this the chalcolithic period. In later strata, copper implements and ornaments were found. The most unexpected find was a silver vase (*Archaeological Survey of India—Annual Report*, pl. XLIII, c), of remarkable workmanship for the period, but of a craftsmanship distinctly inferior to the silver vase of Entemena<sup>1</sup> from Telloh and of the gold and silver work from the tombs of Mes-kalam-dim<sup>2</sup> and queen Shub-ad<sup>3</sup> of Ur. A jar of decorated ware was discovered which resembles the painted ware of the early periods at Susa, Eridu, and Al-Obeid.<sup>4</sup> Seals were found in all the strata from the lowest to the copper stratum.

<sup>1</sup> See Percy S. P. Handcock, *Mesopotamian Archaeology*, London, 1912, p. 265 or L. W. King, *History of Sumer and Akkad*, London, 1910, p. 168.

<sup>2</sup> The name has been read *Mes-kalam-dug* and *Mes-kalam-shar*, but the last sign is clearly *dim*.

<sup>3</sup> See L. C. Woolley, *The Sumerians*, pp. 38 and 46.

<sup>4</sup> For the Indian jar see *Archaeological Survey of India—Annual Report*, 1925-26, pl. XLIII, d; for the Susa ware J. de Morgan's *Délégation en Perse*, pl. XIX, 1-4; for that from Eridu, H. Frankfort's *Studies in Early Pottery of the Near East*, London, 1924, p. 56.

This shows that they were made and employed through a considerable period of time, but no development in the writing could be detected between those from the upper stratum and those from the lowest. Most of the seals published in this volume have been previously pictured in the *London Illustrated News*, but a few are new. Two of the new ones portray a composite animal having the form and horns of an ox and the trunk of an elephant. These are reproduced in Figs. 1 and 2. One of these seals (see Fig. 2) bears a new sign not included in our table.

A number of skeletons were found, though they were in a very fragile condition. It is hoped that, when the skulls have been studied, we shall gain some light on the possible racial affinities of the makers of this civilization.

In order to determine the possible extent of the civilization of this early period, which extended from Sind to the Punjab, Sir John Marshall caused an archaeological survey to be made in the valley of the Nal in eastern Baluchistan. Remains of a relatively high civilization of the Copper Age were found there.<sup>5</sup> While it betrayed some points in common with the civilization of Harappa and Mohenjo-daro, the relationship was not very close.

Baron von Bissing has published in *Archiv für Orientforschung*, IV, 21 ff., a seal purchased in Cairo in 1912 which resembles in shape and in the character of the inscription the seals found at Harappa. Von Bissing ventures the opinion that the civilization represented by these seals was akin to that of ancient Elam—an opinion which is probably correct, if too close a kinship is not assumed.

<sup>5</sup> For a description of the discoveries in Baluchistan, see *Archaeological Survey of India—Annual Report*, 1925-26, pp. 60-72.

## COMPARATIVE SIGN-LIST




















Fig. 1.
























Fig. 2.


























RECENTLY PUBLISHED SEALS.

























C-HEAD OF A HORSE OR ASS								
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D BIRDS									
	IND	VAR	SUM	EL	HIT	EG	CRE	CYP	CHI
									
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2									
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F REPTILES									
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2									
									

G - PLANTS									
	IND	VAR	SUM	EL	HIT	EG	CRE	CYP	CHI
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H-HEAVEN-EARTH-WATER									
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I - BUILDINGS - FURNACES - ETC									
	IND	VAR	SUM	EL	HIT	EG	CRE	CYP	CHI
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J ALTARS									
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K - IMPLEMENTS OF WAR									
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























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































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














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MISCELLANEOUS									
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