

To the memory
 of Paul Koschaker

REMARKS ON THE ARCHIVE OF THE SOLDIER UBARRUM

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I

The village of Šupur-Šubula

Twenty-one texts belonging to the archive of the soldier Ubarrum have been published by E. Sollberger in *JCS* V (1951) 77ff. These texts with one exception have been translated and discussed by E. Szlechter in *JCS* VII (1953) 81ff. The following texts belong to the archive:

MAH	16220	Sollberger	p. 91	Szlechter	No. 1
	16216	"	87	"	2
	16294	"	85	"	3
	15884	"	83	"	4
	15985	"	88	"	5
	15890	"	92	"	6
	15909	"	89	"	7
	16180	"	90	"	8
	16413	"	82	"	9
	16230	"	87	"	12
	16361	"	91	"	13
	16354	"	91	"	14
	16128	"	87	"	16
	16421	"	86	"	17
	15916	"	78	"	19
	15885	"	79	"	20
	15993	"	81	"	21
	15970	"	80	"	22
	16010	"	82	"	23
	15914	"	85	"	24
	15882	"	89b	"	

The village (URU^{KI}, No. 24:4) where this archive has to be located can be determined as Šupur-Šubula¹ by the passage No. 25:12.² Šubula,

1. Written UMBIN-Šu-bu-la^{KI}; cf. UMBIN-Šamaš^{KI} in the date of Ibal-pi-el of Ešnunna (*Sumer* V 44 No. 35); of Naram-Sin of Ešnunna (*Sumer* V 139 No. 5), written phonetically Šu-pu-ur-Šamaš^{KI} in line 3 of the Ešnunna-code (*Sumer* IV 65).

2. The fact that No. 25 pertains to the same find as the Ubarrum archive is proved by the identity of its first witness Lu-ša-du-um (l. 21) with Lu-ša-du-um son of Abum-qaqar (No. 10:20, No. 22:30), unabbreviated

the son of Nergal, was the local *numen* of the village, appearing as witness in Nos. 4, 13 and 14 of the Ubarrum archive, and as a theophoric element in the personal names Šubula-mušallim (No. 19:24) and Šubu'atum (*JCS* V 88b:18, for the reading, see below, note 63). The village was situated on the well-known Me-Enlil canal³ (No. 22:12) and perhaps not too far from Nergal's city of Kutha.⁴

In addition to No. 25,⁵ the following texts can be assigned to the same find on the basis of identical personal names: No. 10 (owner of tablet: Apil-ilišu son of Adad-šarrum) and No. 15 (owner: Imlik-Sin); and on the basis of similarity with Nos. 16 and 17: No. 18 (owner: Bēlija). For the rest of the Geneva tablets⁶ we leave the provenience undecided.⁷

Lu-ša-ad-Marduk (No. 19:23, 20:19, *rabiānum*) and of the scribe, Aqil-Mēšarum son of Irraia (l. 23 and seal) with the scribe mentioned in No. 19:26 and No. 20:20. (Lu'ād-Marduk can only be a by-form of Lunād-Marduk [cf. Stamm, *AVG*, 202] on the scheme of *ayāru:nayāru.)

3. For its location cf. F. R. Kraus, *ZA* 51, p. 71.

4. Nergal, under this name or as Irra, occurs in the following personal names: (a) Irraja, father of Aqil-Mēšarum (see note 2); (b) Nergal-abi (8:10, 13), transcribed as ⁴Nē-iri_n-gal-a-bi (on the authority of Falkenstein; but neither nē for GĪR nor iri_n for UNU seems justified); (c) a person written ⁴Ir-ra-LŪ.TI son of Da-an-Ir-ra (23:10f.), Ir-ra-[x x] son of Da-a[n-Ir-ra] (21:42), ⁴Er-ra-LŪ.[x] son of Da-an-Ir-[ra] servant of ⁴Lugal-gú(!)-[du_s-a] (23:seal), and Ir-ra-LŪ-šu-nu (21:16). ⁴Lugal-gú(!)-du_s(!)-[a] also in No. 22:seal 4 and No. 10:seal 2.

5. It is of minor relevance whether or not Ili-iqīša, the adversary of Erībam, the owner of the tablet, is identical with Ili-iqīšam, the substitute of Ubarrum; see below, pp. 126 and 131.

6. No. 11; *JCS* V 83b; 83c; 88b; 92b; 93.

7. *JCS* V 90a belongs to the archive of the princess Itani, *nadītu* of Šamaš at Sippar, cf. Goetze, *JCS* V 100 and note 35 on p. 101.

The archive is dated by eleven different year names, falling into the middle of Abi-ešuh's reign of twenty-eight years.⁸

Though we have been unable to undertake comparative studies, our remarks are aimed at a better understanding of the communal life of this village. It was organized along four different chains of authority, namely military (treated in the following section), municipal, religious, and the civil service.

II

The military hierarchy

In three of our texts, Nos. 19, 21 and 22, Ubarrum, son of Ana-Sin-taklaku, is characterized as the *qá-qá-ad* AGA.UŠ (= *rēdīm*), "the proper soldier," by contrast to Ii-iqīšam, son of Tarībum, who appears as *tah-ḥa-šu* or *tah-ḥu-šu*, "his (legal) substitute," in these same texts and text No. 20.⁹ For the time of our archive, namely the late Old Babylonian period, the entire military hierarchy from highest rank to lowest was as follows:¹⁰

Akk. UGULA.MAR.TU (reading unknown)¹¹

Sum. ugula-mar-tu "general"

Akk. PA.PA (reading unknown)¹²

Sum. PA.PA (reading unknown) "captain"

8. Years e, g, h, n, p, r, s, t, u, y and cf. Goetze, *JCS* V 100-2.

9. *qáqqad rēdīm* is, in itself, no military title (Szlechter p. 92 note 105: "chef de colons militaires," read *qáqqad rēdūtīm* with Goetze, *JCS* V 100), but renders merely the relation to the *tahḥum*, in analogy to *qáqqad kaspīm* ("principal") in contrast to *šibtum* ("interest"). Accordingly we do not consider *aga-uš-sag* (Ungnad, *BB* 31:16, 66:14; *TCL* VII 15:4, 22), as revealing an exempted rank among the *rēdū's*, as an alternative writing for *qá-qá-ad* AGA.UŠ.

10. The letter VS XVI 165 is addressed, i.e., to UGULA.MAR.TU.MEŠ(!) PA.PA.MEŠ(!) NU.BANDA.MEŠ(!) à DUMU.É(copy: GA).DUB.BA.A (lines 7:10); for the latter see below, section II.

11. UGULA.MAR.TU cannot be read **yakīl Amuerrim*; this is shown by RA XXI 12:21; possible reading: **ugulamartū*. We refrain here from speculating how this title (originally: "chief of the beduin," "sheikh") came to mean the highest military rank of Old Babylonian times. Nor do we go into the discussion of competing titles: *ugula-aga-uš-e-ne*, *ugula PA.PA* (see note 12).

12. The reading *dēkū*, introduced by Ungnad, does not seem justified. It is based on the equation of Iddin-Uraš PA.PA (BA VI 5:95 No. 8) with Iddin-Uraš *de-ki-īm* (*ibid.*, 14), but since at least nine Iddin-Uraš's figure in this local archive, this identification is not convincing; it conflicts with the logogram LÚ.ZI.ZI attested otherwise

Akk. *laputtūm*

Sum. nu-banda "sergeant"¹³

Akk. *rēdūm*

Sum. aga-uš¹⁴ "private"

Akk. *tahḥum*

Sum. daḥ "substitute soldier".

Three of these ranks appear in §§26 and 33 of Codex Hammurabi, which deal, respectively, with the two most heinous crimes that a soldier could commit, namely buying himself off from war service and desertion. These crimes were subject to the death penalty, whether committed by a soldier or tolerated by an officer. We cannot decide whether Hammurabi introduced the death penalty or whether he was only hallowing an older, unwritten law; nor whether the encouraging of the denouncer was an innovation. But we may point out that the highest rank, that of UGULA.MAR.TU, was exempt from responsibility. The two paragraphs are parallel, as shown especially by the recurrence of the hireling (lú-ḥu-n-gá) in both of them. §26 treats the problem of the undermining of military order from the private soldier's point of view, §33 from the officer's. Juxtaposition of the two paragraphs will illustrate the parallelism.

for *dēkūm* (CT XXXVII 25:30 and Meissner SAI No. 1348), with the meaning "awaker" (night watchman), nor does it do justice to the meaning "captain" required for PA.PA; the analogy of German "Feldwebel" (1. "raiser [*dēkūm*] of soldiers," 2. "sergeant") is anachronistic. The precursors of the Series lú = ša offer PA.PA and *ugula PA.PA* (*Syria* VIII 234, R.Sh. 9; SLT 99 iii and 3NT 351:5 [unpublished]), but the relevant passage in the canonical version is not preserved. One may suggest: *ša ḥaḫḫim*.

13. It must be remarked that the *laputtūm* does not occur in the archive of Ubarrum; note, however, *JCS* V 89b (lines 5, 10). But since, in contrast to PA.PA, the title *laputtūm* is not confined to the military sphere, we have no guarantee that these two persons were sergeants, much the more so as a fuller and a shoemaker also figure among the 14 LÚ.MEŠ DI.DI U-bar-rum à Be-el-šu-nu (lines 16-8), probably a kind of witnesses. Since by the passage quoted in note 10 and by many other occurrences, NU.BANDA is an intermediary rank between PA.PA and AGA.UŠ, we are not allowed to infer from CH §33 (quoted below) that the proportion *PA.PA: *rēdūm* = *laputtūm*: *bā'irum* is true.

14. Phonetic writing a-ga-uš is attested in Proto-lú = ša line 117 (from 3NT 35:15); the gloss ú-ku-uš stems from the series antagal and renders a later development.

§26¹⁵ (CH ix 66-x 12):
 šum-ma lu AGA.UŠ (rē-
 dūm)
 à lu ŠU.ĪJA (bā'irum)
 ša a-na ha-ra-an šar-ri-im
 a-la-ak-šu
 qā-bu-ū
 la il-li-ik

à lu LÛ.HUN.GĀ (agram) i-gur-ma
 pu-ūh-šu
 i[ta-ra-ad

lu AGA.UŠ à lu ŠU.ĪJA šu-ū
 id-da-ak

mu-na-ag-gi-ir-šu
 É-šu (bīssu)
 i-tab-ba-al

§33 (CH xi 39-50):
 šum-ma lu PA.PA
 à lu-ū NUBANDA (la-
 putlām)
 ERIM (šāb) ni-is-ša-tim
 ir-ta-ši

à lu a-na KASKAL (harrān)
 šar-ri-im
 LÛ.HUN.GĀ (agram)
 pu-ha-am
 im-hu-ur-ma
 ir-te-di

lu PA.PA à lu NUBANDA šu-ū
 id-da-ak

(§26) "If a soldier or a fisherman, who is ordered to go on an expedition of the king, does not go, or hires a hireling and sends him as his (illegal) substitute, that soldier or fisherman shall be killed; his denouncer will take his house." (§33) "If a captain or a sergeant gets deserters (i.e., if soldiers under him desert), or accepts and commands a hireling as an (illegal) substitute, that captain or sergeant shall be killed."

Our translation implies two new interpretations: (1) *munaggirum* = "denouncer"¹⁶ and (2) *šāb nishātum* = "deserter." Turning first to *munaggirum*, we find the following evidence:

1a. *munaggirum* in the vocabularies:

Old Babylonian lú Series List A line 230 = SLT 1:19: lú-KA-šu-dù-dù = *mu-na-gi₄-ru-*

15. In his paper, Szlechter offers a new translation of this paragraph and also cites two previous translations (pp. 82f.).

16. *munaggirum* has generally been accepted as an irregular IV/1 participle from *agārum* and made a synonym of *agram* (von Soden, *GAG* §56e and 97m). But doubts concerning this interpretation are voiced by Miles in Driver and Miles' book *The Babylonian Laws*, p. 117: "it is difficult to see why the substitute receives the reward." Szlechter (*loc. cit.*) states quite correctly that the sanction of this paragraph corresponds only to the second part of the protasis. In order to remove this seeming inconsistency, he translates *u lu* in line 3 by "mais". Th. Bauer expressed his dissatisfaction with the translation "hireling" in *Akkadische Lesestücke* II 41.

um; Series izi = *išatu* O.306: [K]A-šu-dù-a = *mu-na-gi-rum*; Series lú = *ša* III i 28f. = RA XIV 85 and K 2051:12: (lú-)KA-šu-dù-dù = *mu-na-gi-ru*, followed by *eme-k^u-k^u-kú-kú* = *a-kil kar-ši*; series *maliku* = *šarru* IV 34 [*mu-na-gi-ru*] = *a-kil kar-ši*; Series *kagal* D Fragment 3:3 = KA-šu-dù-a = *ka-ar-šú-[um]*.

b. *munaggirum* in translation

AJSL XXVIII 234(K4347) ii 22ff (older edition II R 16), a proverb, Sumerian column destroyed: *zu-qa-gi-pu iz(!)-qu-ut [mi-n]a-a il-qé [mu-na]m-gi-ru (a)-mi-lam uš-mil [mi-na]-a ut-ti-ir*, "a scorpion has stung a man, what has it gained? an accuser has caused the death of a man, what has he profited?"

c. *munaggirum* in an Old Babylonian legal text AJSL XXXIII 227:11:10 (= Kohler-Ungnad, *HG* 1770), time of Warad-Sin of Larsa: *a-na al-pi-im à U₃.UDU.ĪJA (šēnim) ša DUMU. MEŠ (mārī) a-mu-ur-ri-i ša ŠU(!) (qāt) Ku(!)-bu-lu-um m^d.Sin-ba-ni GĪR.NITA (šakkanakkum) šar-ra-am il-ma al-pu-um à im-me-ru-um la i-ba-aš-šu-ū-ma a-na ha-hu-ri-im à mu-na-gi-ri-im ša i-ba-aš-šu-ū m^d.Sin-ba-ni LUGAL.E BA.NI.B.GI₄.GI₄*. "The governor Sin-bāni has sworn by the king: 'for the cattle and sheep of the beduins, in the hand of Kubbulum, that may disappear, and for a "raven" (informer) or denouncer that may appear, Sin-bāni will recompense the king.'"

d. The verb *nuggurum*

A passage from the first tablet of *Ludlul bēl nēmeqi*, whose text has now been recovered (Gurney and Lambert, *An. St.* IV 72, formerly only known from the commentary V R 47 i 26, but cf. also von Soden, *Bi. Or.* X/1-2, p. 9 K14): *na-al-bu-bu tap-pe-e u-nam-ga-ra-an-ni*, "my furious companion denounces me." Not quite clear is this passage from a Mari letter (*ARM* V 34:12ff.): *be-li Ia-as-ma-aḥ-Adad u-na-gi-ir u-la IR (yardam) ša ki-ma ia-a-ti u-na-gi-ir a-ya-tum u-ul bi-še-et à at-ta-a-ma ša ka-ar-ši ti-de ya-ar-ka-tam pu-ur-sa-am-ma a-ni-tam la an-ni-tam me-ḥi-ir tup-pi-ia šu-bi-lam*, "whether I have denounced my lord Iasmah-Adad, or I have denounced a courtier who is my equal, is the matter not foul? But you know the slanderer! Take care of the matter and write me an answer one way or the other." Compare also the obscure

reference to *nuggurum* in an Assyrian hymn (ZA IV 255 [K2361] iii 16).

e. The verbal abstract *taggirtum*

YOS X 46 iii 12f.: *i-na mu-uš-ki-ni a-a-ú-um-ma ta-gi-ir-tam a-na šar-ri-im ú-ši-ri-ib*, "somebody among the poor people will bring a denunciation to the king (into the palace)"; *ibid.* 20-2: *a-a-ú-um-ma ta-gi-ir-tam a-na šar-ri-im ú-ši-ri-im-ma ta-gi-ir-ta-šu ú-ul i-ma-ḥa-ar-ma šar-rum i-da-ak-šu*, "someone will bring a denunciation to the king, his denunciation will not be accepted and the king will kill him"; BIN VII 29:11, an Old Babylonian letter: *i-na ta-gi-ir-ti-im i-za-az-ku-u[m]*, "he is always ready to denounce you."

The phrase *bissu itabbal* occurs in the same context in §2 of Codex Hammurabi (v 45, cf. 55), but here the denouncer, who is likewise rewarded with the house¹⁷ of the delinquent, is called *mubbirum*. The main differences between *nuggurum* and *ubburum*¹⁸ have to be seen in the following points: (a) The Sumerian correspondence of *ubburum* is not a verb of speaking, but *lá*,¹⁹ basically "to tie," that is, "to inflict a ban

17. We cannot decide what is meant by "house"; a translation "real estate" (so Meek *apud* Pritchard, *ANET*) is hardly defensible; in the case of a soldier it could only mean the *eqlum*, *bítum*, *kirúm*, constituting his *šibtu*-possession, but this could not be separated from the duty of the soldier, namely military service and other duties (*ilkum*); nor does the literal translation "house" seem to be satisfactory. As to §26, it is unlikely that the *bítum* (called *bít rídátim* in our No. 19:9 [Szlechter note 7]) would be separated from the other *šibtum*, namely field and garden; in §2, accuser or accused may not possess a house at all. Driver and Miles, *loc. cit.* p. 116, advance partly the same argument against "real estate" and "house," but their own proposal "private property" is likewise unacceptable, because this would be rendered by *makkurum* or *bušúm*, not by *bítum*. The only way out of the dilemma is a translation "family"; if correct, the crimes committed by the *pater familias* would lead to his death and to the enslavement of his wife and children.

18. *ubburum* is accusation of sorcery (§2), theft (§126) and adultery (§131).

19. That this *lá*, attested by vocabularies, occurs in §17 of the code of Lipit-Ištar (numbering after Steele in *AJA* 1948), was already observed by Langdon, *JRAS* 1920:502 line 5 (cf. Falkenstein, *Or. n.s.* XIX 109). The paragraph runs as follows: *tukum-bi lú lú-ú á-nu-gar-ra-ta inim-nu-zu-n[i] in-⁷da⁷ -l á lú-bi nu-un-gi-en inim-in-da-lá-a nam-i-ni-tag-ba íb-íl-e*, "if a man by wickedness without knowledge of the case accuses another man but cannot prove him guilty, he bears the punishment for the crime of which he has accused him."

on a person." (b) As shown by the passages from the vocabularies, the act of *nuggurum* became professional; it always claims to serve the public interest. (c) *ubburum* was by nature a risky undertaking, whereas the professional *munaggirum* normally was not punished if his denunciation proved to be unjustified; the passage quoted above from YOS X is no argument against the latter assumption, since it is royal arbitrariness, not law, that leads to the death of the *munaggirum* there.

In the Kassite period the institution of a public informer continued to exist under the name *akil karši* (*BE* XVII 20:7, 28); but the term *nuggurum* was replaced by *batáqu*, likewise "to denounce" (Peiser, *Urkunden der 3. Babylonischen Dynastie*, No. 116:9; Assyrian Law A §40, lines 82, 104; the passages discussed by F. R. Kraus in *ZA* XLIII 107f. and *RA* XIV 157 H.E. 152:1: *LÚ mu-kin-nu lu-ú LÚ ba-ti-qu*). The habit of rewarding the accuser with the property of the accused is still alive in the Assyrian Law, but professional denouncers are no longer attested; denunciation became a public duty, neglect of which was subject to punishment.

2. By confronting §§26 and 33 of Codex Hammurabi (above, p. 123), we have gained the translation "deserters" for *šáb nišhātum*, already envisaged by Eilers, *AO* XXXI/1:21, note 3²⁰;

20. "Ausreisser," "Marodeure". As to my contribution to this proposal, I have to admit that a phrase **nišhātum rašúm* is neither attested nor to be inferred from our passage. As was correctly stated by Ebeling *MAOG* X/2:36, in all cases where **nišhātum* (or even *nišhātum*) *rašúm* had been proposed, the reading *nikittam rašum* is the correct one (so also Labat, *Traité* 152 note 252: *murassu nikitta irki*, "his disease gets into a critical (dangerous) state." Cf. also *ibid.*, 17:47 and 162:47: *šunma amīlu ilēu nikitta irtaši* [Ebeling, *TuL* No. 27:1, 23, 27], "if (the image of) a man's god gets into a critical state (and needs to be renewed).")

Other proposals for *šáb nišhātum* in CH §33: The rendering by Meek (*loc. cit.*) "he obtained a soldier by conscription," following older models, was already criticized by Eilers (*loc. cit.*) because *rašúm* has not the meaning of *lequm*, *šabatum*, or *maḥarum*. Furthermore, why should an officer suffer the death penalty if he obtains soldiers who are recruited (by others)? The sense could only be: "if he presses non-soldiers into service." But this would be expressed quite differently; furthermore, although *nasāhum* is used for "to levy" (the population for building a temple in an Old Babylonian inscription [JNES VII 269, l. F]), the idea of conscription for military service is alien to the Old Babylonian age. The trans-

TABLE 1

	mu nun nī-tug (No. 19)	mu šita ₂ -mah (Nos. 21f.)	mu id-Abi-ešub (No. 9, 24)
<i>rabiānum</i>	Luhād-Marduk (Luhādum)	Ana-Šamaš-lišī	Šallurum Cf. No. 10
UGULA.MAR.TU PA.PA.MEŠ	Lipit-Ištar Išū-nāšir Sin-ašam-idinnam Eribam-Sin	Idin-Šamaš Išū-nāšir Ibni-Adad Eribam-Sin	Sin-ibni Išū-nāšir Ibni-Adad
military scribe	(Ibni-Marduk)	Ibni-Marduk ²²	Ibni-Marduk

it seems compulsory by the consideration that, if anything, the toleration of desertion (*en masse*) or even the inability to hinder it should lead to the execution of the responsible military official.

It must be admitted that the parallelism of §§26 and 33 is not complete, but it does not matter whether desertion consists of refusal to serve and die (§26) or of hiding and flight as implied by the literal meaning of *nishātīm* (§33); nor can it be adduced against our interpretation that §33 displays a certain inner inconsistency in that *one* case of acceptance of a hireling suffices for the death penalty, whereas several cases of desertion (*šāb nishātīm* with a reconstructed singular **ayūl nishihtim*) are necessary for the same effect.

We support our explanation of §33 with a new interpretation of the class of the *nasīhum* or *ayūl nasīhim*, quite common in the Mari letters,²¹ which we consider, at least roughly, as synonymous to *šāb nishātīm*, but with the modification that the latter class comprises cases of "civil desertion," such as the abandoning of his city by a citizen (cf. CH §136). In fact, we find the following sequence in Tablet D of the Series *a n t a g a l* (CT XIX 47:8):

lation "has got exempt persons" (Driver-Miles, *loc. cit.* p. 122) is admittedly a mere makeshift, no real solution.

21. Passages quoted by von Soden Arch. Or. XVII 2: p. 363; common is also the permansive *nasīh*, "he has deserted." We replace by this proposal the usual translation "deportees," developed out of the late Assyrian conception of *nasīhu* (= "to transplant whole populations"), but not fitting the Old Babylonian age. *Nasīhu* has perhaps a broader meaning than *pašīru*, determined as "deserter" by von Soden, *Or. n.s.* XXI 16; cf. ARM IV 86:46-7: LÚ.MEŠ *na-si-ḫi ša kīma ina libbi mātim paṭru lisniqūnim*, "the deserters who have deserted in the country shall come to me."

[LÚ.U]RU.TA.SAR.RA *na-si-ḫu-ú* "deserter"²²
 [LÚ.K]L(pn) BAD.DU *a-la-nu-ú* "fellow citizen
 (dwelling
 abroad)"
 [LÚ.KA]R.RA *mun-nar-bu* "runaway"

The set of the military superiors of Ubarum is revealed by Table 1, in which we include also the mayors of Šupur-Šubula. It is put together from texts of three successive years, Nos. 9, 19, 21f. and 24.

22. Ibni-Marduk functions only as witness, not as scribe in Nos. 21f.; here he concludes the military delegation and bears the title *dumu-é-dub-ba-a*, whereas in No. 9, written by him, he is called *dub-sar* (without title, but with his father's name, in No. 19). That *dumu-é-dub-ba-a* alternates with *dub-sar* was already observed by Ungnad, BA VI/5:61; but we learn from our archive (confirmed by other sources), that the title was restricted to scribes of the royal administration, especially military scribes (see above, note 10, and Thureau-Dangin, RA XXI p. 12, l. 22), and not carried by an ordinary village scribe. Ungnad, *loc. cit.*, also advocated the correct reading *dumu-é-dub-ba-a*. The reading *dumu-gá-dub-ba-a*, proposed by Thureau-Dangin (*loc. cit.*; cf. Szlechter, note 118), is unfounded. Our title has nothing in common with the official GÁ-DUB.BA (Sumerian: *šadubba*; Akkadian: *šandabakku*), one of the highest posts in the administrative hierarchy (not "archivist," an anachronism); cf. a forthcoming study by the author on "scribal craft and its terminology" (abstract in the reports of the Congress of Orientalists, Cambridge, 1954).

23. It is true that the Sumerian equivalent does not exactly fit this translation, meaning rather "expelled from the city," but even if we concede this slight difference between *ayūl nishihtim* and *nāsīhu* (*nāsīhū*), a certain proof for the meaning of the former is gained. Cf. also the Series HAR-ra = ḫubullu, which lists as equivalents of *zi-ga* the following: *ḫi-i-tu*, *tī-bu-tu*, *nī-siḫ-tu* (Tablet II 155-7); resumed in Tablet XIII (JNES IV 164:165-7) *udu-zi-ga* = *immer ḫi(i)-i-ti*, *tī-[bu-ti]*, *nī-[siḫ-ti]*. We refrain from further discussion of *nishihtu* (Meissner, MAOG III/3:26) because of lack of sufficient means to determine its meaning.

We learn from this table that there were at least three captains (PA.PA.MEŠ) under one general. They were the stable elements in the military organization, whereas the generals changed each year.

In No. 24, the general and the captains form a court in order to decide a quarrel between Ubarrum and his brother Ili-sukkal. We offer a translation of this text: "Ubarrum stated before Sin-ibni the general: 'I ordered²⁴ Ili-sukkal my brother, who stays in [my] city in order to take care of [my field],²⁵ to plow the field (and) to . . . the barley, but he refused to plow²⁶ my field²⁷; my commander Sin-ibni²⁸ sent²⁹ to my brother Ili-sukkal; they brought him to the city-'officer' (mu'irrum);³⁰ Sin-ibni the general and the captains took the stand, investigated their (i.e. our) quarrel³¹ and my brother Ili-sukkal declared: 'I did not [say] that I would not plow my brother's [field] and not take care of this (field) of my brother;³² he has told an untruth³³ to my commander. Now I declare: if³⁴ I do not plow this field in time, I shall carry the responsibility; [if]³⁵ this [field] is not plowed by the thirtieth of the seventh month, I will measure the produce of this field according to (the standard) of the neighboring fields.'" (But) Ubarrum will recompense the seasonal rent of four plowing oxen³⁶

24. *áš-pu-ur-šū-ma*.

25. In the usual translation (Szlechter, note 135) the idiom *yarkat* (person or object) *parāsu* is made a synonym of *ayal* (person) *amāru*, "to investigate a case," but already Walther, *Gerichtswesen* p. 222 observes that the presupposed meaning "to inquire into a case" does not fit some passages; he writes: "bisweilen . . . nur eine Besorgung"; Oppenheim, *JNES* XIII 142 proposes correctly "to take care of" for some of the usages of this idiom. We go further than Oppenheim and substitute his translation *in all places*. In our l. 18, *parās yarkat* (*eglim*) replaces the special activity of ll. 6f.; we are unable to read correctly or to restore the latter lines.

26. "to plow" means final plowing and sowing.

27. *a-na eglī-ja [e-re-šī]m ū-ul-la(!)-am i-pu-ul* (ll. 8f.)

28. *ša-pi-ri(!) EN.Z[U-ib-n]i* (l. 10)

29. *iš-pu-ur-šū-um-ma* (l. 11; text does not seem correct).

30. *a-na [é-ir m]u-ir-ri-im* (l. 12).

31. *iz-zi-[zu-ma a-y]a(!)-ti-šū-nu i-mu-ru-ma* (l. 13); but one would expect **a-ya-ti-ni*.

32. [*egel*] *ṛa³-hi-ja la e-ri-e-ša-a]m ū ya-ar-ka-at* (*egel*) *a-hi-ja šū-a-[tu] la pa-ra-sa-am ū-ul [aq-bi]* (ll. 17-9).

33. *la šī(!)-na-atī* (l. 20).

34. *-ma* (l. 23).

35. [*šum-ma eglum*] *šū-ū* (l. 25).

36. Szlechter's notes 109 and 141; there is no reason why *inītu* should refer to a pair. The word is hardly to be found in *ARM* III 33.

to his brother Ili-sukkal upon return from his journey."³⁷

Analysis: Ubarrum and his brother, who was likewise a soldier,³⁸ alternate year by year in fulfilling their military service: if Ubarrum is sent on the *harrān* (*šarrim*), Ili-sukkal stays home and takes care of Ubarrum's field. He must render this duty without pay, but it was perhaps credited to Ili-sukkal's *ilku*-days, as, vice versa, in No. 3, twenty of Ubarrum's *ilku*-days were credited to Ili-sukkal (see below, p. 128). Ili-sukkal had a claim only to the expenses for the plowing oxen.³⁹ However Ili-sukkal was sufficiently lax in his duty that a court decision (albeit easily reached) was necessary to remind him of it and to provide Ubarrum with a document guaranteeing the produce of his field for the forthcoming year. Most remarkable is the fact that a simple order given to Ili-sukkal by the UGULA.MAR.TU or one of the PA.PA.MEŠ would not suffice to attain this goal: a mixed court had to assemble, consisting of a municipal authority, the *mu'irrum*,⁴⁰ and the military set. Obviously the decision of the court was reached immediately before Ubarrum (and his superiors) departed for the campaign (VII/12 = October).

The struggle⁴¹ between Ubarrum and his substitute Ili-iqīšam (see above, p. 122) develops by stages, as follows:

(a) No. 19 is a mutual agreement. Field and house are divided, ideally, in the ratio of two to one,⁴² the respective duties (*ilkū*) in the same

37. *i-na ša-la-mi KASKAL(!)-šu*.

38. From other sources we know that membership in the *rēdū* and other professions was hereditary and that, to the end of our period, the responsibility for military (and other feudal) duties was shared by the family (*ana bit NN šasū*).

39. Nothing is said about the *aldū*, i.e., the barley needed for seed and fodder; perhaps it went without saying that Ubarrum had to provide it.

40. This official, whose Sumerian correspondence is *gal-unkina*, "chairman of the assembly" occurs also in No. 7, l. 20. His concern with the legal affairs of the citizens was already observed by Walther, *Gerichtswesen*, 150-2.

41. *ig-de(!)-ru-ū-ma* (No. 19:4), *ig-[de]-ru-ū-[ma]* (No. 21:5), *ig-de-ru-ū-ma* (No. 22:3).

42. *le-qi-a . . . la-qi-a-am(!) . . . a-la-kam ina mitgur-tišunu* (ll. 5 and 14!) *ukinnu* (cf. Szlechter, note 108). Structure of No. 19: because Ubarrum and his substitute Ili-iqīšam . . . have struggled and . . . mutually agreed, Ili-iqīšam gave two female lambs to Ubarrum (sc. as symbol of the agreement). In No. 23, a kind of "rider" to 19, the same agreement is referred to in the

proportion. The local authorities,⁴³ *rabiānum* (*u šībātum*)⁴⁴ and the military set (see above, p. 126) are witnesses to the agreement, but the rider (No. 20), concerning the shares in cultivation and produce of the field, is only witnessed by the municipality; the military authorities are absent, as not interested.

(b) No. 21/22: field and house are now divided into two real shares, each equal to the other; the duties are also equally divided. This settlement followed the preceding one by at least (and probably no more than) five months; it is represented by a draft (No. 21) and a final version (No. 22), both written on the same day and by the same scribe. The differences between the draft (abbreviated B₁) and the final version (abbreviated B₂) are the following:

1. B₁ is based on a mutual agreement,⁴⁵ B₂ on a decision made by the general and agreed to by both parties.⁴⁶
2. The division of the field differs: in B₁, both Ubarrum and his substitute receive two disconnected pieces, two-thirds being situated in the territory of the Kuruttum canal, and one third in the district Karisum (lines 14-23); in B₂ the Kuruttum (and Karisum) fields of Ubarrum are adjacent,⁴⁷ the corresponding shares of the substitute do not neighbor each other.⁴⁸
3. There are slight differences in the witnesses

following phrase: *[ki]ma dibbātikunu [a]na(!) ilkim šittin ana šaluš (alākim) idbubu*, "since they made an agreement that the duties be 2:1."

43. With Szlechter, p. 96.

44. It is easy to infer from the scheme of witnesses that the dignity of *rabiānum* rotated year by year among the elders.

45. . . . *imtagrāma . . . ina mitgurtiēnu . . . izūzu* (ll. 31f.). The draft was not sealed (Szlechter, p. 96b) and, with Szlechter, it was not accepted by one of the parties.

46. *mahar Iddin-Šamaš UGULA.MAR.TU iškunūma . . . ana . . . zāzim KI (= itti) Iddin-Šamaš UGULA.MAR.TU iš-tu-x-šu-nu-ši-im* (ll. 4-6). We are unable to read, restore or interpret the last word.

47. Ll. 11-14: 9 *ikū eqlum ugar palag Kuruttum x-y* (text offers GĪŠ.SAR but there were no gardens to distribute between the parties!) 3 *ikū eqlum (ugar Karisum) ištu kišād nār Me-Enlil adi 3 ikū eqlim im-šu-ú Ili-iqšam il-qū-ú*, "9 iku field in the territory of the canal Kuruttu, [including(!)] 3 iku field (in the territory of Karisum), (extending) from the canal Me-Enlil to the 3-iku (field) . . . reclaimed by Ili-iqšam." We admit that this passage is not entirely clear to us, but the difficulty may be due to scribal errors.

48. Ll. 16-19: $\frac{1}{2}$ in the territory Karisum, $\frac{2}{3}$ in Kuruttum.

as between the two versions,⁴⁹ also the scribe seems to be another in B₂.⁵⁰

4. By No. 23 (= B₂), a "rider" to B₂, the substitute obtains the usufruct⁵¹ of two-fifteenths⁵² of the field of Ubarrum, perhaps as a bonus for his agreement to the division of the field, which was favorable to Ubarrum (see under 2).

Identical in B₁ and B₂ is the division of the poorly preserved *birīt rīdūtīm*; it had measured $1\frac{1}{4}$ *musarū* (SAR), or 43 m², and is now divided into two shares of $\frac{32.5}{60}$ SAR and a common corridor of $\frac{1}{6}$ SAR.⁵³

The designation *tahhum* (and its correlative *gaqqad rēdim*, cf. above, p. 122) had become obsolete, if not a certain inferiority (and superiority) were implied by them; but it is strictly limited to the military rank, otherwise the *tahhum* enjoys the same rights and duties, the former including possession of field and house, the latter active duty in the *ilkum* (service).⁵⁴ We conclude that

49. *Ir-ra-LŪ.TI mār Da-an-Īr-ra* added in B₁ (l. 42); same person: *Ir-ra-LŪ.TI*, B₁ l. 10; *Ir-ra-LŪ-šu-nu* in B₁, l. 16 as neighbor (none of the variants offers an entirely satisfactory reading); he belongs to the municipality. In B₂: (but not in B₁): (a) *Ilšu-nāšir PA.PA* (l. 34; sealing with the seal of another, as is duly noted in these words: *kunuk Ilšu-nāšir ḥaliqma ina la kunukkišu ik-nu(!)-uk(!)*; cf. B₂, l. 9a: *Ubarrum i(!)-na(!) la(!) ku(!)-nu(!)-ki(!)-šu(!) (ik-nu-uk)*; here Ubarrum seals with the seal of his daughter, *[Ta]-ra-am(!)-SAG.ĪL*); (b) *Ēribam-Sin PA.PA* (l. 35); (c) *Luhādum mār Abum-yaqar* (l. 39), one of the *šībūt ālim*, see above.

50. Both the traces and the space render the restoration *Gimil-Marduk* in B₁, l. 45, likely.

51. B₂, l. 6: *i-ik-ka-al-ma(!)*

52. We emend in l. 1 the number 80 into 90, in order to obtain the right proportion between the Karisum and the Kuruttum part of Ubarrum's real estate.

53. B₁, ll. 28-32, duplicate B₂, ll. 23-29: *aš-šum Ī-lī-i-qi-ša-am mār Ta-ri-bu-um zi(!)-it-ta-šu a-na ya-ar-ka-tim nu-uḫ-ḫu-ta-al ([mu-ša-am] la i-šu-ú*, only in B₁) 10 *GĪN É⁷ ŠĀ bi-ri-i[! x x x] ki-la-al-ti-šu-nu a-na Ī-lī-i-qi-ša-am mu-ša-am a-na ri-bi-tim iš-ku-nu*, "because the part of I. is blocked toward the rear, (has no [exit]), 10/60 SAR of the house, between [the two parts] is their common property; they made for I. an exit towards the square of the village." The meaning "blocked" for *nubhutu* results from our passage. The relation with other occurrences (cf. ZA XXXIX 285) is not clear.

54. The term *ilkum* (no known Sumerian correspondence) is attested from the Old Babylonian to the end of the Kassite period and is also used in Assyria, at Nuzi, and at Hattuša, where it interchanges with Hittite *šahhan*. In his note 9, Szlechter has collected both the occurrences and the scholarly treatments of this term. The most important addition to the former is: 6 *il-ki*

this equalization of the two ranks was a novelty (social reform), upon which the whole litigation of Ubarrum and his substitute was based. Ubarrum could leave half of the income of his *šibtu*-field to the substitute because he had other sources of income, as will be seen later.

We learn that the *ilkum* was reckoned in days; the likeliest assumption is that the sum of the *ilku*-days of Ubarrum and his substitute covered the 360 days of the year so that, after their last division of duties and possessions, either of them enjoyed half a year's holidays. How they kept a (yearly?) account of the *ilkum* is shown by No. 4 which states that at a certain date Ubarrum and his substitute were even with respect to *ilkum*; for such a private clarification no witnesses were required. The regular accounting was made before the gods Šamaš (the divine judge), Marduk (the god of the country), and Šubula (the local *numen*) and sealed by a priest of the latter god.⁵⁵ From this document we can also infer that *ilku*-days could be "loaned" and "borrowed." But that this kind of credit was not only the rule between *qaqqad rēdim* and *tahhum*, but also between *rēdū's*, is taught by No. 1, where a "debt" of twenty *ilku*-days is "paid back" by Ubarrum to a certain Anatum. We do not know the cause of this debt, but it may be similar to that of No. 5, discussed below.⁵⁶

No. 2 is a receipt made out to Ubarrum by his superior, the PA.PA Mattatum,⁵⁷ stating that he has entered the service (*ana ilkim irub*) at a certain date.

Nothing is disclosed in our documents about the nature of the *ilkum* of a soldier, but we may assume that it was purely military, comprising both the *harrān šarrim* (war service) and the many peaceful employments of *rēdū's*: as policemen, watchmen of transports, labor companies, etc., as documented by contracts and letters.

i-la-ak (Fish, *Letters of the First Dynasty*, No. 1:23); to the latter: Koschaker, *OLZ* 1942, 301 and *ZA* XLVIII 209, note 78.

55. The same divine witnesses in No. 14 (see below, p. 130).

56. The only witness, Ellitum, appears also in No. 8, a *takšitu*-record of Ubarrum.

57. Mattatum is the only witness beside the scribe.

III

The income of a soldier

The modest field of 1 bur⁵⁸ shared by Ubarrum with his substitute, was by no means his only source of income. Not owning fields of his own, he was busily engaged in what we may call *takšitu*-business,⁵⁹ that is, renting fields and cultivating them with the help of *tappū's* (associates).

Nos. 5-10, gathered by Szlechter under the heading "contrats de société,"⁶⁰ are the documents of this activity. We can divide them into two groups: in Nos. 7-10,⁶¹ the real owners of the fields figure as *bēl eqlim*, whereas in Nos. 5-6, Ubarrum plays this role, while the real proprietors are hidden as the most interested witnesses in ll. 20 and 21 respectively. Thus the following picture emerges: the owners of the fields rented by Ubarrum and his *tappū* Apil-ilišu are (a) Ilšu-ibnišu (Nos. 5, 7, 8; years s, e), (b) Šunūman (Nos. 6, 9; years r, u), and (c) Sin-ašarid (No. 10; year r). These *bēlū eqlim* are no capitalists, possessing large areas of arable land, but representatives of the public domain as revealed by the title *gugallum*⁶² for (a) in No. 6:21 and the title *guzalūm* for (c) in No. 10:3. By analogy we conclude that (b) also acted for the public domain, perhaps likewise as *gugallum*.

In No. 10 the *guzalūm* does not act in person but is represented by his brother, who uses the formula *ina qabē* (name of the *guzalūm*), thus

58. Szlechter, Note 25: "18 acres." 1 bur was the minimum acreage allotted to an *alik ilkim* in the south of his empire by Hammurabi according to Thureau-Dangin, *RA* XXI 3 ("plus de six hectares, cf. *RA* XVIII 134"); 1 acre measures 0.4 hectares. Strangely enough, when Ubarrum was absent on military duties, this field was not plowed by the substitute, but by the brother of Ubarrum (see above, p. 126 and below, p. 129).

59. *še-e ši-mi-im à ta-ak-ši-tim*, Ammi-saduqa Seisachtheia §14 (= Rev. v 3), "barley (product of fields) bought or managed"; *takšitum* is an abstract verbal noun to *kuššūm*, "to make a profit (in commerce)" (Schorr, *VAB* V 529).

60. In note 18, the monograph of Eilers devoted to agricultural *tappūtum*-contracts, is cited.

61. In No. 10, Ubarrum does not appear at all, the renter being Apil-ilišu, one of Ubarrum's *tappū's* (No. 6).

62. We assume that this historical title alternates with *šāpir nārim* during our period; bibliography given by Szlechter in note 32, but add my contribution in *JNES* VIII 295 n. 149.

contributing to the right interpretation of this phrase, many times attested.⁶³

The *tappû*'s are: Ili-sukkal, the brother of Ubarrum (No. 5); Aqilija (No. 6); Apil-ilišu (son of Adad-šarrum, No. 7 and 10); Nergal-abi (No. 8), and Satran-tajār (No. 9).

The military organization was not interested in this type of transactions, for in none of the contracts do any of the superiors appear. But we find the *rabi'ānum* and the *šibūtum* of the village in Nos. 5, 9 and 10; and the son of the *mu'irrum* (DUMU GALUNKIN(!).NA) in No. 7.

The *takšitum* of No. 5, concluded with Ubarrum's brother⁶⁴ Ili-sukkal (see above, p. 126), concerning a cultivated sesame field of unknown size, reveals to us the following conditions: the labor (*mānahtum*,⁶⁵ i.e., last plowing and seeding)

63. The shade of meaning resulting from our passage confirms the suggestion of Köschaker (in his comment on Kohler-Ungnad, HG 1711): "NN acting as representative(s) of a public office." The legal import of this phrase is discussed by Szlechter, pp. 88f., with bibliography. As grateful as we are to him for having put the literature in our grasp, may we ask the learned author to abandon the antiquarian style of his bibliographical notes and spare us the time of checking all of them by providing us with a (critical) extract of the different opinions and proposals? Cf. also JCS V 88b 8. We transcribe this badly preserved document which, because of identity of personal names, probably belongs to our archive. (1) 4 (PI) 3 (*sūt*) 1 $\frac{2}{3}$ SILĀ.DUĪ(!).Ē (2) [KI x x] *mār Lu-uk-ta-mar* (3) [A]-*qi-il-šSin* (4) [LĪ.ŠE.KIN.]KUD (5) [ŠU.B]A.[AN.T]I (6) . . . A.ŠĀ (7) *Li-pi-tum le-qi* (8) *a-na qa-bi-e* (9) *I-bi-šSin* (10) *Ku-ub-[bu]-tum* (11) *Mār-Sippar* (12) *Ib-ni-šSin* (13) *Bu-ni-ja* (14) *A-qi-il-Ištar* (15) *Ri-iš-šMarduk* (16) *ū ma-du-ti* (17) *maḥar Il-šu-ib-ni-šu* (18) *šŠu-A.BU-tum* (for *Šubu'atum*) (19) *GĪR A-pil-šAdad x-y* (Month I year 2 of Abi-ešuh). The emendation of *tuhhum* (*ablum*), "(dry) bran" in l. 1 is not proven, but we find *tuhhum* (cf. Szlechter, note 68) in No. 15; here a daily ration for a few days amounts to 2 *sūtum* wet chaff (DUĪ.DURU₂-ta-a, l. 5), probably as fodder for plowing oxen (*išbat* = "taken," not "seized"). In No. 11, where a house is rented for the ridiculously low amount of 1 *sūtum* (= 6 quarts) of DUĪ (l. 10) yearly, it probably serves as no more than a rent of recognition.

64. It is true that Ubarrum is the son of Ana-Sintaklāku (variant: -takil), whereas Ili-sukkal of No. 5, according to the seal legend, is the son of a ^dNin-[-.], but we still believe in the identity of the person with Ubarrum's brother, known from No. 24.

65. Szlechter, note 36; "labor" is the literal translation of *mānahtum* but the word actually implies the entire "input," oxen, fodder and seed included. In our document, *mānahtum* is omitted by mistake.

is provided by Ili-sukkal and Ubarrum in the relation 2:1, the output is shared equally. But, according to our assumption, Ubarrum has to pay the real owner (Išū-ibnišu) from his share. From No. 3, a rider to No. 5, written on the same day,⁶⁶ we infer that, in reality, Ili-sukkal did all the work and was "paid" by Ubarrum with twenty days of *ilkum* (see above, p. 128).

No. 6 is an agreement to open for cultivation (*Neubruchspacht*)⁶⁷ a field of $1\frac{1}{2}$ *ikū*, to be planted partly in barley and partly in sesame.⁶⁸ The result we gain from the document is the following: (a) Aqilija the *erēšum* performs three-fourths of the "input" and enjoys, after deduction of (c), three-fourths of the *usufruct*; (b) Ubarrum, the titular owner and at the same time *tappû* of Aqilija, participates in both input and *usufruct* to the extent of one-fourth; (c) the real owner, the public domain represented by the *gugallum*, profits by a small tax⁶⁹ paid at the end of the third year, as well as by having its parcel of land transformed into cultivated soil.

In No. 7, the owner, Ubarrum and his *tappû* have equal shares in the product (sesame), and the two partners render labor equally.

In No. 8, which has its closest parallel in contract No. 3 published by E. Grant in the *Haver-*

66. We consider the variant UD.16.KĀM of No. 3 as against UD.18.KĀM of No. 5 as a scribal error.

67. Such as Schorr, *ABRU* 131A, 132, 175; Köhler-Ungnad, HG 631-5, etc. Cf. Landsberger, *JNES* VIII 278; Szlechter, pp. 84f. and note 53.

68. Ll. 1-4: 1 (*ikū*) 1 (*upū*)(!) KIKAL *a-di pa-[a]t-tim* / ŠĀ.BA 1 (*upū*) 25 SAR A.ŠĀ *tap-tu-ū / me-ḥe-er-šu* 1 (*upū*) 25 SAR / *A-qi-li-ja i-pi-te-ma*. The measurement in ll. 2 and 3 (emended in l. 1) is not a *gigurū* (= 1 bur), but a *zida-tenū*, "wedge slanted to the right" (cf. *eanāqu* II 157) and means 1 *upū* = $\frac{1}{2}$ *ikū*. *Taptū* is common in the Neo-Babylonian period (Ungnad, *Glossar* 183). In spite of these obvious connections, we must recognize some difficulties, partly due to the careless drafting of the text. L. 2: "of these (150 SAR), 75 SAR are *Neubruch*; as his half, Awilia will break (*ipettē*) 75 SAR alone." Ll. 12f.: "(as to) the rest of the field, they will labor each like the other." It is hard to see why the half mentioned in l. 2 is more *taptū* than the *šitat eqlim* in l. 12; moreover, one would expect the clumsily formulated stipulation of ll. 2f. immediately before l. 12.

69. Only 6 *sūtum* (= 36 quarts) per *ikū* (see above, note 58) against the normal 30 *sūtum*; a *sūtum* (= 6 quarts) per *ikū* sesame.

ford Symposium (New Haven, 1938) on p. 230,⁷⁰ the owner⁷⁰ receives one-third of the product (sesame), and the *mānahtum* is shared by the partners in the ratio of 2:1; the clause concerning the division of the product is not understandable to me.⁷¹ The *errēšu* take(s) over the obligation, as in the parallel tablet published by Grant, to prepare the field for the next year. Thus:

Grant, ll. 11-13

ni-ri-ih ŠE.GIŠ.Ī
ma-za-ri i-ma-ha-as
i-ša-ka-ak i-ri-iš

"the stubbles⁷² of the sesame plants he will hoe away, harrow (the field) and plow (and sow it)"⁷³ date: II/1

No. 8, ll. 16-18

ni-ri-ih ŠE.GIŠ.Ī-šu-nu
ma-za-ri i-ma-ha-zi-ma
a-na be-el eqlim i-na-ad-di-au

"the stubbles of the sesame planted by them they will hoe away and hand over (the field) to the owner" date: III/1

The extent of Ubarrum's *takšitum* activity, as far as attested, is shown by the following survey:

Text	size of field (in <i>ikū</i>)	quality of field	product	date
No. 5	?	<i>abšennum</i>	sesame	year s, IV/18
No. 6	1½	<i>nidūtum</i>	sesame, barley	year u, III/30
No. 7	?	<i>abšennum</i>	sesame	year e, III/17
No. 8	6	<i>abšennum</i>	sesame	year e, III/1
No. 9	4	<i>abšennum</i>	sesame,	year r, III/20
	3	<i>nidūtum</i>	barley	

As revealed by Nos. 16f., Ubarrum possessed some small cattle;⁷⁴ they were in the care of pro-

70. In this document the owner receives ½, the *errēšum* (of whom there is only one!) ⅓, and a clause stipulates a minimum product of 4½ *sātum* per *ikū* (ll. 10f.).

70a. Read A.ŠĀ for a-na in l. 1.

71. Ll. 14f.: U₄.EBUR.ŠE.GIŠ.Ī / PA.KUD i-zu-uz-(zu)-ma.

72. This meaning of *nishum* is required by the context; we understand that sesame was not reaped (*ezēdum*), but torn out (*nasāhum*), leaving the roots in the soil.

73. In other texts the verbs *napāšum* and *sapānum* serve especially for the preparation of the soil for sesame.

74. 4 sheep at the end of the year n, 10 sheep and 3 goats at the end of year h. As to the reading of the logograms, we may be allowed to note the following differences between Szlechter (Sz.) and myself (L.):

A. U₄.HIA: Sz. *lahrātum*: L. *immerātum*; see AFO X 153.

B. U₄.UDU.HIA: Sz. *šu'atum*: L. *šēnum*; ŠL II 494: 16a.

C. MUNUS.SILA: Sz. *puhātum*: L. *kalumtum*; our No. 19:17 confirms MSL II 433.

D. ŪZ.HIA: Sz. *ezzū*: L. *enzātum* (*ezzātum*); *en-za-ti* in Sultan-tepe 1951/131 1.311.

fessional shepherds (*rē'ū*), not only during the summer season but, we assume, permanently.⁷⁵ There is no hint in these documents or in the equally styled No. 18 how the shepherd was rewarded for his labor and for the responsibility which he undertook for loss and disease caused by unhygienic treatment of the sheep; we suggest that the wool and the goat hair were divided between owner and shepherd accorded to an established ratio.

The loans of silver advanced to Ubarrum by the local sun-and-moon god (Nos. 13f.) on III/21 of the year n must not be interpreted as financial help for Ubarrum and his *takšitum*-enterprises, or even as charity-loans which he needed in spite of the modest wealth revealed by the other tablets of the archive. We would like to explain these loans rather as tabulations of a regular obligation to the gods which Ubarrum, as head of his family, had to meet under the name of KŪ.É.A.BA (= *kasap bīt abim*, l. 1 of both texts). As to this duty, amounting, where Šamaš was concerned, to five shekels yearly, he was in arrears for two years.⁷⁶ The gods, (i.e., temples) were willing to accept regular installments for the belated payments,⁷⁷ but the loans required interest.⁷⁸ It was perhaps then a kind of stocks, called otherwise *ikribum*, that enabled the temples to give charity-loans to the citizens of the *alum*. A comprehensive study of the Old Babylonian temple loans has been prepared by Dr. Rivkah Harris (Oriental Institute).

Neither can we interpret the isolated No. 12 as a document for financial transactions of Ubarrum playing the role of a money-lender and

(To B: In ŠL II 494:11b — from the series URU.AN.NA — *šu'atum* is explained by U₄.UDU.HIA, not vice versa. The fact that collectives in the singular — like *šabum*, *sugullum* — are provided with numbers, does not prevent our reading).

75. The fact that both contracts are dated XII/30 (last day of the year) suggests a regular renewal of the contract; *paqdā* (for **ippid*) points in the same direction.

76. *ša* MU.2.KĀM U-bar-rum la (id)-di-nu (No. 19:3f.)

77. *usaddarma* . . . *ippal* (ll. 6f. and 9f.)

78. If our emendations in No. 14:2 are correct: ⅓ per year; but if transformed into a barley loan, ⅓. We read this line: 1 GÍN.KŪ MĀŠ 130 (correct to 30!) ŠE.E, 1 GUR 1 (bán, correct to PD.E, "interest is 30 grains per shekel of silver, 1 PI per kor (of barley)." But the interest on the "small" loan given by Sin consisted only of victuals (*mākalum*, No. 14:2, with Szlechter's comment).

profiting from the so-called "disguised appreciation" (*verhüllter Fruchtwucher*).⁷⁹ We prefer to explain this small loan in connection with Ubarrum's *errēšūtu*-business (see above, p. 129). The share of the field's product that one of the *tappū*'s owes to Ubarrum is evaluated in money, payable after the harvest. The clause *ana nādin tuppišu še'am imaddad*⁸⁰ enables Ubarrum to cash money for this obligation more than two months before the harvesting of the crop, though probably with a little loss.

The uniformity of life in the little community of soldiers and farmers without soil of their own was interrupted not only by their habitual litigations (above, p. 126), but No. 25 of the archive reveals to us, if we understand it correctly, a local scandal: the escape of a girl, engaged to one of the sons of the village, to Babylon; the father of the young man is perhaps to be identi-

79. Kohler-Ungnad, HG 206-16.

80. "To whoever presents his (the debtor's) tablet, he will pay barley"; *nādin* replaces the usual *nāši* (Szlechter, note 69).

fied with Ubarrum's substitute (above, p. 121). The understanding of this text suffers from lacunae (in ll. 6-8 and 19f.); we offer what we are able to translate and refrain from comment. Translation: "Ili-igīša seized Eribam in Šupur-Šubula on behalf of his (Eribam's) daughter Hābil-aḫi; thus he spoke to him:⁸¹ 'My daughter-in-law,⁸² whom . . . ,⁸³ hand out in order that I may marry (her to my son)!'⁸⁴ Eribam answered him: 'By Marduk and Abi-ešuh! If your daughter-in-law⁸⁵ is with me and if she (ever) should be seen with me, as (if I were) one who has brought out a slave-woman of the palace through the gate of Babylon, may the law of my . . .⁸⁶ be imposed on me.'⁸⁷

81. *ig-b[i-šū]m(?) -ma*.

82. *[ka-al-l]a-ti*.

83. We are unable to restore this line; the name of Eribam's son is expected, perhaps *Gī-[mil-...]*.

84. *[uš-] [šī]-[ir-]ma lu(?)-ka-ḫi(?) -iz*.

85. Szlechter translates: "la jeune femme," but the eight quotations compiled by him in note 148 have no relation to this strange rendering.

86. *ši-im-da-t[i] ḫa-x-ia*; not understood by me.

87. *iš-ša-a[k-ka-n]a-a[n-ni]*.

For errata & addenda see JCS X