AULA ORIENTALIS

Revista de estudios del Próximo Oriente Antiguo

VOLUMEN XII







EDITORIAL AUSA Apdo. 101 – 08280 SABADELL (BARCELONA), SPAIN

Artículo-Recensión

Archival Documents of Borsippa Families*

E. Von Dassow - MMA, New York

[In his 1989 work Archives de Borsippa, Francis Joannès has reconstructed the combined archive of three interrelated Neo-Babylonian families, consisting of 264 tablets located in five museum collections. The data found in these documents, all of which are (re-)edited in the book, are synthesized into a narrative history of the families and their activities. The absence of a secure archaeological provenience for the tablets necessitates a secure methodological foundation for the reconstruction of the archive. Some weaknesses may be perceived in the methodology employed in selecting and analyzing the documents. Nonetheless, Joannès's work significantly advances Neo-Babylonian socioeconomic and archival studies, while making the documents and the research thereon accessible to a wider audience than hitherto.]

The work under review, Archives de Borsippa: La famille Ea-ilûta-bâni,¹ is conceived as a historical study of certain urban families of Borsippa in the Neo-Babylonian and Achaemenid period, based on the tablets pertaining to their affairs. These tablets, sold on the antiquities market during the late 19th century, are now dispersed in museum collections in Jena, Istanbul, Oxford, Paris, and New Haven.² Using principles of prosopography, Francis Joannès has reassembled, from published and

*Francis Joannès, Archives de Borsippa: La famille Ea-ilûta-bâni. Étude d'un lot d'archives familiales en Babylonie du VIII^e au V siècle av. J.-C. École Pratique des Hautes Études, IV^e section, Sciences historiques et philologiques II: Hautes études orientales 25. Librairie Droz S.A., Geneva 1989. Pp. v + 444 + 13 pls. + 1 chart.

1. Hereafter: Archives. Bibliographical abbreviations in this review are those of R. Borger, Handbuch der Keilschriftliteratur I-III, Berlin 1967-1975, with the following additions: AUWE = Ausgrabungen in Uruk-Warka, Endbericht; BSA = Bulletin on Sumerian Agriculture; FAOS = Freiburger altorientalische Studien. Tablet references follow the style in Archives, with the exception that texts published in A. B. Moldenke, Babylonian Contract Tablets in the Metropolitan Museum of Art, New York 1893, are here cited as "Moldenke (#)". The convention employed here for citing individuals by personal name, patronymic, and family name is: a single oblique stroke / indicates filiation ("son of", "daughter of") and a double oblique stroke // indicates ancestry ("descendant of"), following Martha Roth, Babylonian Marriage Agreements, 7th-3rd Centuries B.C., AOAT 222, Neukirchen-Vluyn 1989, p. xii (hereafter Roth, BMA).

I thank Dr. Ira Spar for reading and commenting on a preliminary draft of this review; errors of fact and interpretation remain, of course, my own.

2. Details are given on pp. 21-22 of Archives. In the year following the publication of Archives appeared OECT 12 (F. Joannès, Les tablettes néo-babyloniennes de la Bodleian Library conservées à l'Ashmolean Museum [Oxford 1990]), in which copies of the Oxford tablets edited in the present work are found.

Five additional (unpublished) tablets are newly identified as belonging to the same group of archives by Paul-Alain Beaulieu in *Catalogue of the Babylonian Collections at Yale*, Vol. 1: *Late Babylonian Texts in the Nies Babylonian Collection*, New Haven 1994; see p. 89 (Index by Archive) and NBC 6124, 6158, 8362, 8397, and 11525.

Aula Orientalis 12 (1994) 105-120

(previously) unpublished groups of texts, this corpus of archives of three families related by marriage one branch, or "lineage," of the (Ea-) Ilūta-bani family, one branch of the Ili-bāni, and one branch of the Nanāhu.³ The resultant exposition considers all the elements of these people's economic and socialives for which the texts give evidence, while integrating them into the historical and political background of the two centuries covered by the corpus. Legal forms and formulary – the object of manprevious works in the field of Neo-Babylonian studies – are in general not investigated; the individual populating the documents, and their private histories as comprised within the history and institution of Babylonia in this period, are the primary focus of *Archives*.

The book consists of three parts: a study of the families and their activities; the texts in transliteration; and indexes and plates. A preamble opens Part 1, introducing the families and their archives way of the marriage agreement of two of their latest members, Ahušunu and FLurindu (see below There follows a list of the dated texts of the archives in chronological order. The introduction the reviews the archaeology and history of Borsippa and discusses the original provenience and preser day provenance of the tablets. Chapter 1 describes the three families, their relationships, and their activity vities in narrative form with the support of translations of selected texts; Chapter 2 investigates each family's landed property and use thereof; Chapter 3 examines financial transactions. The conclusion provides a general socioeconomic characterization of the three families and suggests how this archval corpus might have been assembled in antiquity in order to have come down to us in its present form.4 Five excursuses explore special topics. Part 2 presents transliterations of all the texts consider red to belong to this group of archives, with the exception of three letters (TuM 2/3 257, 258, and 260 for which new editions were deemed superfluous (they are edited in E. Ebeling, NbB nos. 284, 285 and 287; see Archives p. 161).⁵ The transliterations are arranged alphabetically and numerically museum sigla or publication numbers, within five groups arranged alphabetically by the name of the city (or university, in the case of the Yale tablets) in which they are today located. Part 3 includes indexes of personal names and geographical names, a thematic index of the documents, a concordance copies of twelve tablets in the Nies Babylonian Collection (Yale), and a most useful foldout with char illustrating the genealogies and marital relationships of the three lineages.

The themes and conclusions outlined by Joannès in his earlier publications concerning these families and their documents⁶ are developed more fully, and are provided with all available documentation, in the present work. The identification of individuals belonging to the lineages in question and the reconstruction of family relationships are fundamental to the historical study. To summarize, mentioning only the "principal characters" through whom the documents constituting this archival corpuwould have been transmitted (see *Archives*, pp. 122, 124): The lineage of the Ilūta-bani⁷ family represented here spans six generations, beginning in the early 7th century BCE with (1) Ardi-Sutīti and (2 his son Puhhuru; continuing with (3) Puhhuru's three sons, the eldest being Nabû-šum-iškun; (4) two sons of Nabû-šum-iškun, the eldest being Zēr-Bābili; (5) Zēr-Bābili's two sons Nabû-ēreš, win

3. When confusion is possible, the term "lineage" will here be used, somewhat arbitrarily, to distinguish these "branches" from larger "families", since the term "family" is so widely used in Neo-Babylonian studies to refer to a group of descendants bearing a common ancestor name.

4. More accurately, in its form as presented in this book; see further below.

5. Notwithstanding the author's decision to omit these three letters from Part 2, they should have been included in the concordance, as the other letters are, and the index should have included citations of the personal names found in them, as it does for the other letters.

6. "Les archives d'une famille de notables babyloniens du VII^e au V^e siècle avant Jésus-Christ", *Journal des Savants* (1984) 1350, and "Les archives d'une famille babylonienne", *Archeologia* 219 (Déc. 1986) 57-61.

7. Regarding the family name (Ea-)Ilūta-bani, the view expressed by Joannès in "Textes néo-babyloniens de Strasbourg", *RA* (1980) 157, that there is an equivalence between the names Ea-ilûta-ibni (as normalized there) and Epeš-ili, has apparently been rejected as this equation is not repeated in *Archives*.

married 'Hubbuşītu/Lūşi-ana-nūr-Marduk//Ili-bāni, and Mušēzib-Bēl, who married 'Hubbuşītu after his elder brother's death, then, after 'Hubbuşītu's death, married her niece 'Amti-Sutīti; (6) lastly, 'Lurindu, daughter of Mušēzib-Bēl and 'Amti-Sutīti. Five generations of the Ili-bāni lineage are represented, beginning in the late 7th century with (1) Aplaya and (2) his four offspring, of whom the bestdocumented is Nabû-mukīn-zēri; (3) the latter's son Lūşi-ana-nūr-Marduk; (4) Lūşi-ana-nūr-Marduk's daughter Hubbuşītu, who married into the Ilūta-bani family (generation 5 above), and his two sons Nādin, who married first his "cousin" 'Nuptaya/Nabû-šum-iškun//Ili-bāni, and, after her death, her sister 'Kabtaya, and Širiktu, who married 'Kabtaya after Nādin's death; (5) and four offspring of these two marriages, one of whom, 'Amti-Sutīti/Nādin//Ili-bāni, married Mušēzib-Bēl after her aunt Hubbuşītu's death. Only two generations of the Nanāhu lineage are attested, and only from the late 6th and early 5th century: Nabû-mušētiq-şēti/Nabû-iddin and his son Ahušunu. The marriage of Ahušunu to 'Lurindu, descendant of Ilūta-bani on her father's side and of Ili-bāni on her mother's side, represents the last known stage in the history of these three family lineages, and the last period of the history of their archives, for the documentation ceases by the end of the reign of Darius I (*Archives*, p. 64, 121ff.).

Much attention is paid to the series of endogamous marriages intertwining the Ilūta-bani and Ilibani lineages, and this practice is understood as a means of preserving property intact within the same family line.8 Management of family affairs and property is attributed to a succession of "chefs de famille." The role of "chef de famille" would normally devolve on the eldest son of each generation, and after his death either his younger brother or his own eldest son;⁹ these personnages sometimes are, and sometimes are not, the individuals for whom the most documentation is preserved in the archives depending on various factors including the establishment of new households and the transmission of property with associated documents). Each family enjoyed relatively high social status and modest wealth, represented by possession of landed property, slaves, and financial means; only Ahušunu's means seem to surpass the qualification "modest" (Archives, pp. 91, 118). Joannès investigates the ways in which these three main components of wealth are utilized to produce income: fields and datepalm orchards are leased for cultivation while urban properties may be rented out; slaves are hired out; silver and other commodities may be invested or lent at interest. One of the admirable features of this investigation is the attempt to quantify the income that can be expected from each resource, based on the value of the property or the capital at stake (14% annual revenue from date-palm orchards as against 20%, with greater risk, from the hire of slaves and from loans at interest),¹⁰ and furthermore to estimate the importance of the economic activity of such families of "petits notables urbains" in comparison to the economic roles of the temples and royal administration; the private families' economic role is adjudged to be relatively insignificant (p. 121).

These families stood in various relationships to the temple and the crown. A few members of the Ilūta-bani lineage, namely Zēr-Bābili and his two sons as well as a "cousin" also named Zēr-Bābili, were members of the Ezida administration (pp. 36, 38, 40, 42; they would have held various prebendary positions, so it is quite surprising that in the entire *Archives* corpus no document explicitly concerns a prebend). Ahušunu's land was subject to *ilku*-duty, encompassing *urāšu*-service and other obligations, attested by the documents examined in Excursus 4 (pp. 151-159); there is less evidence for such impositions in the case of the other families. During the reigns of Nabupolassar, Nebuchadnezzar, and Nabonidus, certain members of the Ili-bāni and Ilūta-bani lineages supplied bricks for buil-

^{8.} Archives (pp. 54, 120). The term "levirate" suits at least one of these marriages (Joannès, Journal des Savants [1984] 140). 9. Archives pp. 41, 46, 55, 120, 124; also Joannès, Archeologia 219 (Déc. 1986) 60, Journal des Savants (1984) 137, 140, 144. 10. Archives pp. 99, 108, 120, 142; also Joannès, Journal des Savants (1984) 142-143 and Archeologia 219 (Déc. 1986) 60.

ding operations under royal sponsorship, an enterprise that they undertook for profit according to the interpretation given in Excursus 1 (pp. 127-137, esp. p. 134).¹¹

Given that the families under discussion maintained their economic and social status unaffected essentially, by the many political upheavals of the two centuries covered by their archives, Joanna asks why the documentation should cease in year 35 of Darius I. To explain the abrupt end of the archives at this time, and to explain the conservation within the archives of obsolete financial records a well as of documents not directly involving an immediate member of the above three lineages, Joanna proposes the following scenario: rather than being stored in the family domicile and transmitted from generation to generation, the documents were deposited in a storage room – a $b\bar{t}t$ *šutummu* at the diposal of successive family members who were associated with the temple administration – in the Ezid temple; thus the archives suffered the same fate as the Ezida upon its destruction at the hands of Xerxes. This suggestion as to the original provenience and locus of the tablets is further supported on the basis of the information available about the archaeology of Borsippa and the activities of clandestindiggers.¹²

There follow general comments on the methodology employed in *Archives*, and specific remarks on certain chapters and excursuses.

General remarks

One of the premises underlying this work is the proposition that, by means of prosopography, is possible to reconstruct a family's private archive – the collection of documents and records belonging to members of successive generations of a family, originally stored together¹³ – from archaeologically unprovenienced groups of tablets. That proposition is broadly true for the Neo-Babylonia period, thanks to the custom of identifying individuals by personal name, patronymic, and family name. But prosopography cannot be the sole guide: document type and the roles of individuals in the documented transaction should also be considered in determining whether a particular tablet pertaint to the archive of a particular family (or individual, or institution). The sole criterion employed be Joannès is the appearance in a tablet of a member of one of the three lineages under discussion (pp. - 25); this procedure has already been criticized by G. van Driel on the grounds that texts wherein family member appears only as a witness are thus included, while "retroacta", or background documented documented complexes and the sole of the sole of the sole criterion documented to be the sole of the sole of the sole of the three lineages under discussion (pp. - 25); this procedure has already been criticized by G. van Driel on the grounds that texts wherein a family member appears only as a witness are thus included, while "retroacta", or background documented to be the sole of the three sole of the sole of the sole sole of the three sole of the sole sole of the sole sole of the sole sole of the three sole sole of the sole sole of the sole sole of the text of the sole sole of the text of the sole sole of the sole s

11. Also Journal des Savants (1984) p. 144, Archeologia 219 (Déc. 1986) p. 61; G. van Driel suggests that the supplying of brid may instead have been a compulsory service, in his review of Archives and of Joannès, OECT 12, BiOr 49 (1992) 45.

12. Archives pp. 124-126; also pp. 14, 20-21, 25, and Joannès, Archeologia (Déc. 1986) p. 59.

13. There would presumably have been some fluidity in the location(s) and composition of a family archive, since such an archive could fission with each genealogical branching. The terms "archive" and "private archive" are discussed by K.R. Veenhof, "Cuneiford Archives. An Introduction", in K.R. Veenhof, ed., *Cuneiform Archives and Libraries*, Leiden 1986, pp. 1-36, esp. pp. 7-9; the contributions of M.A. Dandamayev, R. Zadok, and J.C. Greenfield in the same volume deal with various aspects of archival practice in the Ne Babylonian period. Since the publication of *Archives*, two other major treatments of specific Neo-Babylonian archives have appeared Kessler, in *Uruk. Urkunden aus Privathäusern: Die Wohnhäuser westlich des Eanna-Tempelbereichs*, Teil 1 = *AUWE* 8/I, Mainz 199, 3, defines an archive as a "bewußt auf längere Zeit aufbewahrten Tontafel oder Tontafelsammlung"; similarly Cornelia Wunsch, *Urkunden des babylonischen Geschäftsmannes Iddin-Marduk*, Band I (= Cuneiform Monographs 3a), Groningen 1993, p. 7 n. 24 (her after Wunsch, *Iddin-Marduk* I; Iddin-Marduk's documents are edited in Band II = Cuneiform Monographs 3b).

A methodological discussion of the problem of defining an archive, particularly one consisting of documents lacking a securachaeological provenience, may be found in M.P. Maidman's review of J.N. Postgate, *The Archive of Urad-Šerūa and his Family*, Review 1988, in *BiOr* 49 (1992) 153-161.

ARCHIVAL DOCUMENTS OF BORSIPPA FAMILIES

ments, are excluded.¹⁴ Only after having delimited the corpus according to the prosopographic criterion does Joannès consider what types of documents the resulting "archive" consists of (pp. 122-125), without having defined the term "archive" to begin with, nor having discussed what types of documents an archive would be expected to contain. Since the corpus assembled in the book is not an archaeologically defined archive, considerations of archival practice should have been part of the methodology for reconstructing the archive, rather than part of the conclusions. The principle often articulated¹⁵ is that documents and records are preserved, "archived", by those individuals whose rights and claims they substantiate; the preservation of promissory notes in the archive of the individual named therein as debtor (as observed by Joannès, Archives pp. 108-109) is a special case of this principle, since the debtor's preservation of the note (after having paid the debt) is evidence of the cancellation of the creditor's claim, and thus has the same value as a quittance. Under various circumstances, for instance payment by installments or misfiling of the original promissory note, the promissory note may remain with the creditor who then issues a quittance to the debtor: thus, in all categories of transactions that are documented in the form of promissory notes,¹⁶ the contract by itself is non-indicative for determining the existence of an archive pertaining to one of the contracting parties, and this caveat could apply to a large proportion of the tablets of Archives. Thus, by using the prosopographic criterion alone, Joannès has assembled a corpus of texts pertaining to the activities and relationships of the three families, rather than a corpus representing their archives as originally constituted.

Assuming, nonetheless, that – as is likely – there is a substantial correlation between the dossiers presented in *Archives* and the original family archives, the fact that all these tablets come from illicit diggings ("un 'pur' produit de fouilles clandestines", p. 21) makes it most improbable that we now possess more than a fraction of the original archive. A statement such as "Les deux frères de Nabû-šum-iškun ont moins activement participé aux affaires de la famille"¹⁷ implies the assumption that the preserved tablets constitute a nearly complete corpus.¹⁸ Rather, the scarcity of documentation for certain family members is more likely to indicate that those individuals kept the tablets relevant to their own affairs and property elsewhere; in other words, the family archive(s) fissioned with each generation, at the same time that parts of the archives of distinct families coalesced as a result of marriage. While the latter process is examined in *Archives*, the former is generally left out of account, although

14. BiOr 49 (1992) 28-50, esp. 30. Yet Joannès's non-inclusion in Archives of VS 6, 114, wherein Mušēzib-Bēl/Zēr-Bābili//Ilūtabani appears as the first witness "dans un lot d'archive extérieur" (p. 42), manifests awareness of this issue.

The texts included in Archives wherein a family member appears only as a witness are TuM 2/3, 166, A 93, L 1634, L 1650, L 1667, and L 1671. This last text could belong to these archives if the debtor named therein, Nabû-balāssu-iqbi, were identical to the father of 'Hubbuşītu A, the wife of Zēr-Bābili/Nabû-šum-iškun//Ilūta-bani (the first witness, lines 9-10); this would require that his patronymic has been slightly misread or miscopied (^eEN for ^eAG and MU for ÙRU or vice versa) either in L 1671:4 or in TuM 2/3, 48:4. (On the relationship between these individuals see Archives p. 33).

15. See for instance Maidman, BiOr 49 (1992) 158; Veenhof, Cuneiform Archives and Libraries p. 30; van Driel, BiOr 49 (1992) 41-42; Wunsch, Iddin-Marduk I, p. 7; and in terms of the purposes for which documents are drawn up, J. Krecher, Das Geschäftshaus Egibi in Babylon in neubabylonischer und achämenidischer Zeit (unpublished Habilitationsschrift), Münster 1970, pp. 7-11.

16. These categories are many: H. Petschow, Neubabylonisches Pfandrecht, Berlin 1956, p. 10 n. 23; Krecher, op. cit. p. 9; and Joannès, Journal des Savants (1984) 143.

17. Archives, p. 34; the corollary statement (at the end of the same page) that it is "Nabû-šum-iškun qui est le personnage principal de la famille, avec une série fournie d'attestations..." is based on the wrong premise to the extent that the family member of whom we happen to have the most attestations need not have been the most "important" family member of his generation; Nabû-šum-iškun's importance depended on his position as the eldest of three brothers (TuM 2/3, 5, Archives pp. 31, 168), and his being eldest may have affected the selection of tablets available today insofar as the mode of accumulation and transmission of archives was a function of the status of individual inheritors within the family.

18. More explicitly, "L'ensemble actuellement connu... rassemble certainement la plus grande part du lot d'origine", Joannès, Archeologia 219 (Déc. 1986) 59; a different impression is suggested by Joannès in Journal des Savants (1984) 147.

it is observed on pp. 46 and 124 that certain male descendants must have separately retained their own documents, which have evidently not come down to us. Even in the case of the most well-documented family members, the impression of incompleteness is reinforced by, for instance, the observation that among the individuals appearing as creditors of Nādin and Širiktu (sons of Lūṣi-ana-nūr-Mar-duk//Ili-bāni) in the documents tabulated on pp. 115-116, almost none appears more than once in the Archives corpus.

The above considerations weaken both the conclusions regarding the character of the archival assemblage -- "un ensemble rassemblé par accumulation" rather than "un groupe cohérent transmi génération par génération"- and the conclusion that it was stored in a bit šutummu in the Ezida rather than in a private house (see above), a proposal that depends in part on the characterization quoted. But the "bizarreries" noted in the typology of the archived documents may be as easily attributed to the haphazard mode of transmission to us as to an inferred incoherence of transmission within the family lies; and, further, attributed to the inclusion (in the reconstructed corpus) of documents actually pertaining to other archives,19 rather than to haphazard archival practices. Meanwhile - though indeed most types of Neo-Babylonian documents are not sealed - the almost complete absence of seal impressions from this corpus (including fingernail seals, as far as the available copies show; L 1663, a document concerning litigation, is sealed by two scribes and two judges [p. 252]; and YOS 17, 5 bears "seal outline" according to the copy of D.B. Weisberg, YOS 17 [1980], Pl. 7) supports the judgment of van Driel (BiOr 49 [1992] 40-42) that the extant documents represent a collection of, archival discards not an archive that was actively in use at the moment of its deposition. The reference to a private archive stored in a room in the Rēš temple complex in Seleucid Uruk (p. 125 n. 6 and [accidentally dup] cated] p. 126 n. 7) provides somewhat slender support for the claim that private archives could be stored in the temple, since the archive cited was that of a kalû-"priest",20 whereas the members of the I ta-bani lineage who had a direct relationship to the Ezida (see above), in the context of which the might have been entitled to the use of a bit šutummu, were merely erib biti.21 Moreover, this hypothesis regarding the locus of the archives entails the assumption that possession of a bit šutummu containing the combined Ilūta-bani and Ili-bāni family archives devolved upon Ahušunu//Nanāhu (p. 126)who was apparently not involved in temple affairs. (Presumably he could have acquired such a bit šutummu, or the use of it, as a result of his marriage to 'Lurindu/Mušēzib-Bēl//Ilūta-bani; however though 'Lurindu's dowry included real estate [TuM 2/3 2:13ff., L 1652] there is no mention of a b šutummu in her possession).²² Finally, as to the agent invoked to explain the cessation of the archives

19. In addition to the documents mentioned in n. 14 above, one may question the inclusion of (for example) TuM 2/3, 219 and TC 12-13, 149. TuM 2/3, 219 concerns the receipt of (an) $ur\bar{a}\check{s}u$ (-worker) by Šamaš-iddin/Nabû-šum-ukīn//Ili-bāni from "the sons of [P] descendant of Ili-bāni", on behalf of a third person; but none of the individuals whose name is fully preserved is identified in *Archives* a member of one of the three lineages represented by this group of archives. TCL 12-13, 149, a record of silver distributed from the tressury of Nabû to goldsmiths – among whom is Mušēzib-Bēl/Zēr-Bābili (//Ilūta-bani) – evidently pertains to the administrative archive the Ezida. (The presence of TCL 12-13, 149 "in" the Ilūta-bani family archive could be adduced to support the claim that this archive we stored in the temple, but only if it could be proven that this document was in fact originally stored in the family archive).

20. G. McEwan, review of J. van Dijk and W.R. Mayer, Texte aus dem Rēš-Heiligtum in Uruk-Warka, BaM Beiheft 2, Berlin 1981 in BiOr 38 (1981) 639.

21. The translation "prêtre" (Archives pp. 28, 37, 38) exaggerates the cultic functions of the *erib bīti*; see H. Kümmel, in Familie Beruf und Amt im spätbabylonischen Uruk, Berlin 1979, p. 147 with n. 1, pp. 149-150 (translating *erib bīti* in AnOr 8, 44 simply as "Zur Tempeleintritt Berechtigten"), and pp. 163-164; J. A. Brinkman, review of G.J.P. McEwan, Priest and Temple in Hellenistic Babylonis FAOS 4, Wiesbaden 1981, in JCS 35 (1983), p. 232; E. Leichty, review of D.B. Weisberg, Guild Structure and Political Allegiance Early Achaemenid Mesopotamia, New Haven 1967, in JNES 29 (1970), p. 298.

22. On real estate as a component of dowries, including 'Lurindu's, see now M. Roth, "The Material Composition of Neo-Bablonian Dowries", AfO 36-37 (1989-90) 10-12. the historicity of classical authors' reports that Xerxes destroyed Babylonian sanctuaries has been questioned in recent years.²³

The few Neo- and Late-Babylonian private archives that are defined by archaeological provenience and context, for instance the Murašû archive from Nippur, two archives from Ur, and the trio of stratified archives from Uruk – the latest of which, like the *Archives* corpus, terminated with Darius I's reign – come from private houses.²⁴ These excavated archives served diverse purposes, and seem to have been preserved and abandoned in the state in which they were found for diverse reasons, but at least each of them is known to have been stored as a (physically) coherent group.²⁵ To supplement prosopographic reconstruction and known archival principles,²⁶ guidelines for the reconstruction of an archaeologically unprovenienced archive could be derived from a comparative analysis of the contents, mode of transmission, and deposition of archaeologically defined archives. Such an analysis, together with an examination of the other Borsippa corpora (as sketched by van Driel, *BiOr* 49 [1992], 31-40), could yield information that would make it possible to test the hypothesis that private citizens and families might store their personal archives in the temple.²⁷

Chapter 1

The family genealogies and interrelationships are accorded thorough and careful treatment. Only the relationship of Zēr-Bābili/Šumaya//Ilūta-bani to the lineages under study could not be clarified.

23. M.W. Stolper, *Entrepreneurs and Empire*, Leiden 1985, p. 9 with n. 24; A. Kuhrt and S. Sherwin-White, "Xerxes' Destruction of Babylonian Sanctuaries", in H. Sancisi-Weerdenburg and A. Kuhrt, eds., *Achaemenid History*, vol. 2, *The Greek Sources*, Leiden 1987, pp. 69-78; Stolper, "The Governor of Babylon and Across-the River in 486 B.C.", *JNES* 48 (1989) 283-305, esp. pp. 294-296. Note, on the other hand, the interesting suggestion regarding the method of destroying Borsippa's ziggurrat – wherein Xerxes is assumed to be the destroyer – put forward by R.M. Boehmer and J.-B. Kaufmann, "Zur Zerstörung der Zikkurrat von Borsippa", *BaM* 11 (1980) 88-89.

24. For the findspot of the Murašû archive in one room of a house, see Stolper, *Entrepreneurs and Empire*, p. 1 and Appendix I, pp. 157-168. Two archives excavated at Ur and published in *UET* 4 were each stored in a jar, in private houses; see H. H. Figulla, *UET* 4 mem, the "Barber family archive", has been discussed by G. van Driel, "Continuity or Decay in the Late Achaemenid Period: Evidence from Southern Mesopotamia", in *Achaemenid History I. Sources, Structures and Synthesis*, Leiden 1987, pp. 159-181. Of the three Uruk tranch of the Egibi family, was found scattered in a corner of a room; see J. van Dijk, in H. Lenzen, *UVB* 18, pp. 39-42, and Kessler, *AUWE* 8/I pp. 13, 19, 55, 63-64.

25. One may add the 7th-century B.C.E. hoard of Bël-ušallim//Lë'ëa's documents (kept in a jar, like some archives mentioned bove in note 24, but not clearly associated with a specific dwelling), excavated in Babylon, which is an obviously atypical "archive"; see L. Jakob-Rost, "Ein neubabylonisches Tontafelarchiv aus dem 7. Jh. v. u. z.", FB 10 (1968) 39-62 and FB 12 (1970) 58 n.° 11. During the roubled times around 626 B.C.E., Bël-ušallim secreted this particular group of documents, almost all of which were promissory notes im but, perhaps, luckily for us, he never could retrieve them; in any case, based on the inferred circumstances and the contents of the ablets, the contents of this jar surely did not constitute his entire personal or family archive.

26. The reasons for, and processes of, accumulating, managing, and disassembling a private archive are now succinctly summariand by Wunsch, *Iddin-Marduk* I, pp. 7-8.

27. Similar suggestions have been advanced for other corpora; see e.g. Veenhof, *Cuneiform Archives and Libraries*, p. 23; Kesser, AUWE 8/I, p. 8. The documents of Bēlšunu son of Bēl-uşuršu, *pīhat* Bābili and later *pīhat* Eber-nāri, from the "Kasr archive", appeins to represent a private archive stored in an official building – but stored there because of its proprietor's position as an official – accoring to M.W. Stolper, "The Kasr Archive", *Achaemenid History*, vol, 4, *Centre and Periphery*, Leiden 1990, pp. 195-205; idem, "Bēlšunu er (= AOS 67), New Haven 1987, pp. 389-402.

E. VON DASSOW

Because of his clear association with members of those lineages,²⁸ his tablets are included in the Archives corpus. He is of the same generation as, but not identical to, Zer-Babili/Nabû-šum-iškun//Ilūtabani (p. 37), while the Šumaya//Ilūta-bani with whom the latter's father Puhhuru deals in A 131 and TuM 2/3 103 cannot be the father of Zer-Babili/Šumaya due to the large gap in time between them (p. 38). But could not Šumaya father of Zēr-bābili be identical to Šamaš-šum-līšir/Puhhuru//Ilūta-bani one of Nabû-šum-iškun's two brothers? Perhaps the reason Joannès does not consider this possibility is that no Zēr-Bābili son of Šumaya or son of Šamaš-šum-līšir appears in NBC 8360 (pp. 31, 343), tablet concerning the division of inherited property between Zer-Babili/Nabû-šum-iškun, Dadiva/Puhhuru, and 'Bazītu/Šamaš-šum-līšir; but that document concerns only a fraction of the family property (see TuM 2/3, 5 and discussion pp. 30-31, 69, 73), a plot of land in which Šamaš-šum-līšir's sons ma have had no share. The use of a second name or nickname, which was evidently as valid in a legal sense as the "first" name,²⁹ is found in the case of three individuals in this corpus. Nergal-ašarēd/Puhhuru//Ilūta-bani has the nickname Dādiya (p. 32), and the same nickname is used by Nādin/Lūsi-ananūr-Marduk//Ili-bāni, as Joannès elegantly proves on pp. 50-51. Nabû-mušētiq-sēti/Nabû-aplaiddin//Nanāhu, the father of Ahušunu, has the nickname Bazuzu. It would not be extraordinary for Samaš-šum-līšir to be attested under another name, particularly since Šumaya would be merely hypocoristic of his "first" name. The presence of Zer-Babili/Sumaya's documents as an "élément extérieur" (p. 124) in the family archives (as reconstructed here) and his status as an erib biti of Nabû are among the arguments adduced to support the hypothesis that the archives were stored in the Ezida. If the solution suggested above for Zer-Babili's identity and place in the family be acceptable, it would explain how his documents got "in" the family archives.³⁰

-

-

1000

100

1000

Another, less consequential, conflation of identities may be proposed in the case of 'Tubbututu, who appears once without filiation in A 95:6, and 'Tuppuštu/Aplaya//Ili-bāni, attested once in *TCL* 12-13, 55:6-7. The latter text, dated year 38 Nbk, is a promissory note for silver, the price of a strip of land, owed by Lūṣi-ana-nūr-Marduk/Nabû-mukīn-zēri//Ili-bāni, Tuppuštu's nephew, to her and to two other joint owners of the property. A 95, dated year 41 Nbk, is a promissory note for dates owed as *imittu* on a property jointly held by five individuals, including Lūṣi-ana-nūr-Marduk and '*tu-up-pu*-TU-*tu*₄. Perhaps one should read 'tu-up-^{pu}puš₄-tu₄ in A 95:6; the context of this document provides circumstantial support for identifying the woman named in line 6 with Lūṣi-ana-nūr-Marduk's aun 'Tuppuštu.³²

28. In TuM 2/3, 157, where Zēr-Bābili/Šumaya is the creditor for *imittu* in dates, Zēr-Bābili/Nabû-šum-iškun//Ilūta-bani is the first witness; in TuM 2/3, 116, the son of the former is the creditor for nearly a mina of silver owed by the son of the latter. The connection with the contemporaneous members of the Ili-bāni lineage is stronger; to the list given (*Archives* p. 38 n. 27) of documents attesting the connection, one may add TuM 2/3, 115, wherein Zēr-Bābili/Šumaya is the creditor for silver owed by the father of Nuptaya and Kabtaya the successive spouses of Nādin/Lūṣi-ana-nūr-Marduk//Ili-bāni and his brother Širiktu (and see Joannès's note on the text p. 195, concerning the dowry slave pledged in antichresis). Incidentally, the reference on p. 38, third paragraph, to TuM 2/3, 158 should be corrected **TuM 2/3**, 155.

29. J. J. Stamm, Die Akkadische Namengebung, Leipzig 1939, p. 272; H. Petschow, BiOr 11 (1954), 201-202. On the dense concentration of the use of "second names" in the Egibi family, see now Wunsch, *Iddin-Marduk* I, p. 15 n. 64, p. 82 n. 311, and genealogical chart p. xiii.

30. Also, if the suggestion is correct, yet another member may be added to this branch of the Ilūta-bani family tree: Nabû-ētirnapšāti/Šumaya//Ilūta-bani, who appears as a witness in three of his brother Zēr-Bābili's documents (*TuM* 2/3 115 and 127, *TCL* 12-13 56) as well as in other documents in the *Archives* corpus (see index p. 396).

31. So normalized in Archives, index p. 425; rendered Tubbutûtu in the translation of A 95 on p. 87.

32. No root *t-b/p-t* is recorded in *AHw*; the name 'Tuppuštu can be derived from a word for "plump" (*tapāšu*, *AHw* pp. 1380, 1395) like a few other feminine names (e.g. 'Kubburtum; Stamm, *Namengebung* p. 267).

ARCHIVAL DOCUMENTS OF BORSIPPA FAMILIES

Chapter 2 and Excursus 3

Chapter 2 follows the progress of landed property held by members of the three families through cheritance divisions, contracts of acquisition, lease, or rent, and promissory notes for payments on leased and. Regarding the cultivable lands of the Ilūta-bani and Ili-bani families, the association of a series of ocuments with one and the same property sometimes seems to depend on a delicate tissue of inference, s in the case of the texts ranged under the rubric "Le domaine du Hallat et du Qutânu" (pp. 72-74), whein the land in question is identified under different terms in different texts. If the resulting reconstruction the family landholdings is accurate, it contributes to understanding the network of overlapping toporaphic and administrative boundaries according to which such properties were defined.

The exploitation of these lands is investigated in terms of both the cultivators' work and the wners' usufruct. In an "Annexe," pp. 97-99, the profits accruing to the owners from their date palm rchards are calculated, based on the amount of the imittu (projected yield estimated prior to harvesting, r lease payment derived therefrom) relative to land area; the ideal ratio of sissinnu (lessee's compenation) to *imittu* is estimated as 1:8,³³ and the same figures are given for the ratio of taxes (gugallūtu, *īru*, and *dullu*) to *imittu*. It is evidently assumed that the *imittu*-payment owed by the lessee/cultivar, together with the sissinnu-payment owed to him and the combined taxes, constitutes the entire harest; this view derives essentially from D. Cocquerillat's analysis.³⁴ G. Ries has argued, however, that e imittu owed to the lessor must be only a portion of the harvest, while sissinnu must be only a guainteed minimal compensation for the lessee/cultivator;35 under this view, the total harvest would exce-(by an undetermined proportion) the sum of *imittu*, sissinnu, and taxes. The calculations of the wner's profit and of the return on capital invested in purchasing the orchard remain unaffected wheter the first or the second view is adopted; but an explicit statement of the operative assumption accoring to which the amount of the harvest is inferred would have been desirable.³⁶

Excursus 3, which focuses on the duties of the cultivators to whom land is leased, is especially use-I for understanding the concrete process of cultivation.³⁷ The responsibilities of the cultivators are desibed on the basis of four lease contracts for orchard cultivation (TuM 2/3, 134, 135, 136, and A 178)³⁸ d three for barley cultivation (TuM 2/3, 140, A 116, and MLC 347), these seven texts presumably

35. Die neubabylonischen Bodenpachtformulare (Münchener Universitätsschriften, Juristische Fakultät, Abhandlungen zur rechtssenschaftlichen Grundlagenforschung, Band 16), Berlin 1976, pp. 99-109.

36. Joannès examined the relationship between yield and lease payments, taxes, and other assessments on the harvest in Textes nomiques de la Babylonie récente, Études Assyriologiques 5, Éditions Recherche sur les civilisations, Paris 1982, pp. 142-150 (regare barley cultivation) and 151-154 (regarding date palm orchards). This issue has also been addressed recently by G. van Driel, "The ct of Belšazzar: An Alternative Interpretation", JEOL 30 (1987-1988) and "Neo-Babylonian Agriculture III. Cultivation", BSA 5 90), 224ff and 240ff.

37. The cultivator's/lessee's obligations for payment on the lease and for work on the land are analyzed from a juristic standpoint Ries, Bodenpachtformulare, pp. 117-121.

^{33.} There is no direct relationship between sissinnu and imittu, since the former depends on the area of land worked and the latter pends on the estimated size of the harvest; Joannès's ratio of 1:8 is based on the text with the highest imittu-per-kur rate (TuM 2/3, 156, d area derived from TuM 2/3, 135) and on the "Edict of Bēl-šar-usur", while lower yields would result in a higher sissinnu: imittu ratio. 34. Palmeraies et Cultures de l'Eanna d'Uruk, ADFU 8, Berlin 1968, 64-65.

^{38.} The object of the first three of these lease contracts as well as of the earlier, fragmentary TuM 2/3, 133 is supposed to be the e plot of land, a date palm orchard (Archives, pp. 68-69). However, only the text of TuM 2/3, 136 (lines 8-9) mentions date palms; word gišimmaru is restored in TuM 2/3, 135:22 and 23, so that the possibility of another tree being intended might remain open, but the presence of a date palm drawn, according to the copy, on the lower edge of the tablet; TuM 2/3, 133 preserves no mention of date ns; and TuM 2/3, 134 refers to gapnu, not date palms, in line 15 - sissinnu is mentioned in lines 8-9, but the word "dates" is absent should be struck from the translation on p. 68 (even so, sissinnu would normally be paid in dates no matter what the crop of the lealand). Conceivably, the orchard was replanted with date palms between year 7 Nbp (the date of TuM 2/3, 134) and year 3 Ngl (TuM 135). (See Ries, Bodenpachtformulare, p. 67 n. 453, contra M. San Nicolò's interpretation of TuM 2/3, 134, in BR 8/7 n.º 47, pp. -106, as a "mixed contract" with separate stipulations for the date palms, whose existence the word sissinnu is taken to imply, and

- Second

lines.

-

-

The .

1000

1000

-

-

having been selected because of the detail of the relevant formulary. Among the other lease contract in the Archives corpus³⁹ is TuM 2/3, 137, a lease of a date palm orchard. In comparison to the contract examined in Excursus 3, the formulary expressing the lessee's obligation to cultivate the orchard abridged in TuM 2/3, 137: it contains only the guarantee to irrigate and the guarantee against collapse of the trees and neglect ($p\bar{u}t$ $s\bar{a}q\hat{u}tu$ sa $m\hat{e}$ kuppupu u puššuhu naši, lines 9-11), omitting the digging and other duties. This abridgment presumably does not indicate that the cultivator was not expected to perform all the usual duties associated with the care of date palm orchards; rather, it may result from the formulation of TuM 2/3, 137 as a lease ana sūti, i.e. against a fixed rent, whereas the other contracts, leases ana nukarribūti "for orchard cultivation", are formulated according to the work required rather than the payment.⁴⁰ If Ries's reading of line 5, "3 kùr (!) 2 pân 3 sât",⁴¹ is accepted, then Tu 2/3 137 specifies the amount of the ($s\bar{u}tu$ -) rent to be delivered to the lessor (whereas in the ana nukarribūtu contracts the amount is not specified); line 5 may alternatively be emended to read in <MU.AN.NA> 2 GUR 2 (PI) 3 BÁN (... ina bīt 'Širiktu inamdin, line 7).⁴²

Two structurally similar - but highly variable - types of clauses, one relating the cultivator compensation to the work he accomplishes (sezeru/dullu mala ina libbi ugattû [x amount or rate] size sinnu inašši) and another obligating him to pay if he accomplishes no work (sezeru mala ina libb ultaddû/ušaddû akî itê šibšu inamdin), appear in the lease contracts for barley cultivation examined Excursus 3.43 TuM 2/3, 140 contains the second type of clause, and should probably be emended to read ultaddû in line 10 (or <> ušaddû, which is how it is translated, p. 87). A 116 contains both types extensively restored on the basis of VS 5, 106 (though most of the appropriate square brackets are omited p. 148). MLC 347:8-10 is restored as ^{se}NUMUN mala ina [libbi ugattû] akî itû šibšu ušalla-(again the square brackets are omitted p. 148; see transliteration p. 330), but on the basis of the comparanda the clause is probably the second type, as in TuM 2/3, 140, and should be restored mala in [libbi ušaddû] instead. YOS 17, 8, an ana errēšūtu lease not discussed in Excursus 3, contains the clause dullu mala ina libbi ippuš[u(?)] [x]-ú šibšu eqli PN₁ (lessee) ana PN₂ (lessor) inamdin (lines 6-9) which Joannès translates "(Pour compenser) tout le travail qu'il y accomplira, PN, ne donnera à PN [qu'une frac]tion(?) du šibšu du champ" (p. 75). However, these lines should instead be understood a a clause specifying the share the cultivator is to deliver to the lessor, "for as much work as he doe (= land that he cultivates), PN_1 will deliver to $PN_2 x - \hat{u}$ (proportion of the harvest), *šibšu* of the field where the fraction may be restored as 1/3 or 1/4 in accord with other examples.⁴⁴

Excursus 3 also includes texts concerning the cultivation of other products: NBC 8400, where a contractor is engaged to cultivate garlic by two property-owners (one of whom is Nergal-ašarēd/Puhhuru//Ilūta-bani) in partnership; and *TCL* 12-13, 105, a receipt for *sissinnu* paid by Mušēzib-Bēl/Zēr-

39. The "Répartition thématique" (pp. 435-436) also includes, under the heading "Contrats de culture", TuM 2/3 195, which is a lease contract but (as correctly described pp. 69, 224) an agreement regarding irrigation rights; TuM 2/3, 170, a document concerning the settlement of accounts relative to a lease (see pp. 90, 223); and TCL 12/13, 105, a receipt arising from a lease.

40. The payment required on *ana nukarribūtu* leases is usually defined as *imittu* (examples in Ries, *Bodenpachtformulare*, pp. 95) though some, like *TuM* 2/3, 134, instead specify the shares of the usufruct to be enjoyed by lessor and lessee ("Teilpacht", ibid pp. 78-84).

41. Edition of TuM 2/3 137, Bodenpachtformulare, pp. 150-151.

42. Joannès's translation "Pour 2 kur, 2.3 de dattes, (il donnera) 3 charges de bois" (p. 87) is suitable to the delivery clause with *itti* (as in e.g. *TuM* 2/3, 165:10ff., translated p. 89), but this clause has *ina*.

43. Compare for the first type YOS 7, 51:13-14; for the second type VS 5, 33:11-12; and the examples given in Ries, *Bodenpace formulare*, pp. 125-126 with nn. 829, 830.

44. Ries, Bodenpachtformulare, pp. 78-84. For the interpretation of *šibšu* in the phrase "x fraction, *šibšu*" as in apposition, see de Jong Ellis, Agriculture and the State in Ancient Mesopotamia, Philadelphia 1976, p. 138; as the genitive noun in a construct phrase (fraction of the *šibšu*"), CAD Š/I s.v. *šalšu* b3' (p. 267) and Š/II s.v. *šibšu* (p. 385), citing VS 5, 33:8 in both cases. The restoration [4]selected for YOS 17, 8:8 by van Driel, BSA 5 (1990) 247. Bābili//Ilūta-bani to Rīmūt/Nabû-aha-iddin, dated XI-6-13 Nbn, wherein one supplementary clause obligates Rīmūt to continue digging on the land until month XII and another refers to an amount of sesame at his disposal (for sowing?) which he must pay back in month VII (the time of the sesame harvest).⁴⁵ NBC 8347 (transliteration pp. 341-2, not adduced by Joannès in this context), dated seven months earlier in the same year as *TCL* 12-13, 105, is a promissory note obligating the same Rīmūt to deliver sesame to Mušēzib-Bēl in month VII. These two contracts together indicate the existence of a lease contract which included sesame cultivation.⁴⁶

Among the promissory notes for *imittu* on date palm orchards, two, *TuM* 2/3, 157:16 and *TuM* 2/3, 161:16,⁴⁷ include the remark "except two palms *di-ku-ú*" which Joannès translates "à imposer" (pp. 37, 83), apparently taking *di-ku-ú* as *dekû*. If this translation is correct, it would represent a rare usage of that verb in the meaning "assess, impose (the *imittu*)" normally expressed by *emēdu*. Such a meaning is not recorded for *dekû* by the *CAD* (D pp. 123-128) or *AHw* (pp. 166-167); indeed the *CAD* cites these two passages s.v. *dekû* 1a1" "to move to another location" and translates "transplanted," comparing *CT* 22, 113:15. Alternatively, perhaps the word should be derived from *dâku* "kill," comparing *YOS* 7, 68:3 (cited *CAD* D s.v. *dâku* mng. 4, p. 41, and see *dīku* adj., lex. section, p. 140); then the remark would mean "except for two dead palms" (quite possibly dead of natural causes rather than through the fault of the cultivator as is the case in *YOS* 7, 68).

The phrase *ina muhhi e-du* appears, in the clause stipulating the terms of payment, in three promissory notes, one for *šibšu* in grain (*TuM* 2/3, 164:9-10), one for *imittu* in dates (A 180:9), and another for dates not designated as *imittu* (A 174:5).⁴⁸ Joannès has interpreted this phrase as "aux hautes eaux" (pp. 74, 77, 107), not without noting that $ed\hat{u}$ "high water" is primarily attested in literary texts (p. 219), but without taking into account the improbability of "high water" in Arahsamnu, the time that the date harvest comes in and *imittu* is payable.⁴⁹ M. Streck (review of Archives, ZA 82 [1992], 146) corrects this interpretation, stating that the word in question is (*w*)ēdu "single" in accord with *CAD* E s.v. ēdu c2'. More precisely, *ina muhhi* ēdu replaces the usual formula *ina muhhi ištēt ritti* "in a single delivery", which is found in, for instance, TuM 2/3, 152:10 (translation p. 77). The phrase *ina muhhi* ēdu also appears in Dar 269:8, a promissory note for barley drawn up in Dilbat and in VS 3, 64:19, a receipt for dates written in (Tāmirtu-) Ša-Nabû-damqa (for the locality see R. Zadok, *RGTC* 8 p. 304; both citations are noted in *CAD* E p. 37, s.v. ēdu c2').

Chapter 3 and Excursus 2

A portrait of the "activités financières" of the three families, illustrated by translations of selected texts and by several tables (pp. 103-105, 114-117), is presented in Chapter 3; by "financial activi-

45. See most recently M. Powell, "Epistemology and Sumerian Agriculture: The Strange Case of Sesame and Linseed", in P. Michalowski et al., eds., Velles Paraules: Ancient Near Eastern Studies in Honor of Miguel Civil, AuOr 9 (1991), 155-164.

46. Mixed cultivation is likely, even perhaps a date palm orchard with sesame and barley grown in rotation under the trees; though why Joannès lists *TCL* 12-13, 105 among the texts concerning the date palm orchard of Bāb Kīrāti (p. 71) is unclear to me.

47. Reading "2" with the copy (though it is quite unclear) and the transliteration p. 216; the translation reads "[x palmi]ers" p. 83. 48. Like *imittu* payments, the 27 kur dates owed by Nādin/Lūşi-ana-nūr-Marduk//IIi-bāni in A 174 are payable in month 8, *ina haşāri*, though without the accessory products that normally accompany *imittu*. The creditor, Nādin/Nabû-mukīn-apli//Nūr-Papsukkal, appears as a witness in two *imittu*-promissory notes credited to Nādin and his brother Širiktu (*TuM 2/3*, 158:17-18, *TCL* 12-13, 97:16-17) but is otherwise not associated with their cultivation leases. Nonetheless, it is more likely that the credit claim documented in A 174 derives from the management of such cultivation leases than that it represents a "loan", which is how Joannès categorizes it on p. 107 and on Table 2, p. 104.

49. See Fig. 1 in R. McCormick Adams, *Heartland of Cities*, Chicago 1981, p. 4; the time specified for barley delivery in *TuM* 23, 164:7, Simānu, would indeed be the time of highest water, but the interpretation of the phrase should preferably suit all instances.

The phrase *ina muhhi mê rabûti*, discussed by M. San Nicolò in "Materialen zur Viehwirtschaft in den neubabylonischen Tempeln **P**, Or N.S. 17 (1948), p. 282, would not be comparable since it does not have to do with floodwaters.

ties" is meant, apparently, the use of resources in naturalia or silver for operations not directly linked with the management of real estate (the object of Chapter 2), or with particular enterprises such as the manufacture and supply of bricks (Excursus 1), or with taxes and other public obligations (the object of Excursus 4). Excursus 2 focuses on a specific resource, slaves; three specific slaves who can each be followed through more than one document are selected as examples.

Chapter 3 is flawed by the incorrect assumption that promissory notes generally represent loan transactions. Because of the abstract nature of the Neo-Babylonian promissory note, which documents the existence of an obligation but not the transaction that gave rise to the obligation,⁵⁰ it is impossible to discern the cause of indebtedness - whether a loan, a delivery- or credit-sale, outstanding rent payment, or some other cause - from an untitled promissory note, unless sufficient documentation allows the relationship between the creditor and debtor to be discerned. This is seldom true in the case of the promissory notes treated in Chapter 3, since most of the Archives families' creditors and debtors appearing therein are attested only once in the corpus, or appear elsewhere only as witnesses; however, loz transactions are definitely not the basis for certain of these documents, and are unlikely to be the basis for several others. Among the documents included in Table 1 (p. 103) is YBC 9631, a promissory note for one shekel of silver debited against two individuals⁵¹ who must repay in barley akî etegi at harves time, which looks like a prepaid purchase (i.e. delivery-sale) wherein the creditor/purchaser was able to take advantage of the difference in the price of barley between month IX (when the document was drawn up, soon after sowing time) and month II (harvest time, when delivery was due).52 Among the documents included in Table 2 (p. 104) are NBC 8347, which arises from a lease for cultivation (see above, discussion of Excursus 3 and n. 46), and A 174, which probably does (see above n. 48); and TuM 2/3, 100, a promissory note for dates owed to Širiktu by the same cultivator/lessee whose obligation to pay the remainder of his sūtu-rent in sesame is documented by TuM 2/3, 163 (pp. 53, 218) TuM 2/3, 100 and 163 are both related to the same plot of land on p. 86, with n. 22). The table of Ahušunu's "activités financières" (p. 117) includes A 133, a promissory note for barley and dates which is translated on p. 89 along with two promissory notes for imittu on Ahušunu's date palm orchard in the tāmirtu Tābānu, TuM 2/3, 150 and 165; in A 133, the dates owed are defined as the remainder of *imittu* (line 11); the barley too, termed the "principal" (qaqqadu, line 1), is most likely owed in the context of the debtor's lease, and cultivation duties, on Ahušunu's property.53 Also included in the table on p. 117 is TuM 2/3, 169, a quittance which, because of the mention of qašātu in line 10,⁵⁴ is translated on p. 155 (Excursus 4) among Ahušunu's urāšu and ilku documents; if it is correct categorized as an *ilku* document, it can hardly represent financial activity.

Borrowing and lending, then, are not the operations represented by the documents just mentioned (though YBC 9631 could still be said to represent financial activity); an unknown proportion of

50. Petschow, Pfandrecht, pp. 10-18; Krecher, Egibi, pp. 6-11; L. Shiff, The Nūr-Sîn Archive: Private Entrepreneurship in Bablon, 603-507 B.C. (Ph. D. diss., University of Pennsylvania), Ann Arbor 1987, pp. 44-46.

51. The summary on p. 357 describes this document as a "reconnaissance de dette de Zêr-Bâbili sur Nabû-zêr-iddin" while p. 35 in reference to the same document Zēr-Bābili is said to be "créancier d'un sicle d'argent sur Mušêzib-Marduk"; YBC 9631:3-5 names both individuals as debtors for that one shekel. Neither of them appears elsewhere in the *Archives* corpus.

52. On delivery-sales see Shiff, Nūr-Sîn Archive, pp. 49ff; akî etēqi is understood to mean "at the current rate" (at the time specified).

53. Possibly the barley was provided for seed; the debt was incurred in month IX. The debtor/lessee, Šum-ukīn/Mušēzib, whose family name is damaged in A 133:4, might be indentical to the debtor/lessee in TuM 2/3, 165: 5-6, Nabû-šum-ukīn/Mušēzib//KAL-⁴AG if the latter's family name is Aqar-Nabû (reading KAL as $aq\bar{a}ru$ instead of as SIG₁₅ = $dam\bar{a}qu$) and the damaged family name in A 133-4 is read as ¹<a>-qar-[⁴A]G.

54. Also, perhaps, because the person paying on Ahušunu's account, Nabû-ahhē-iddin, and the payee, Bēl-mārika, both reappear in other documents included under the same rubric, the former in A 173 and L 4720 (as well as in other tablets of Ahušunu's dossier that do not concern ilku) and the latter in A 173.

the other documents listed in Tables 1-3 (pp. 103-105) and in the tables of specific individuals' activities (pp. 114-117) may be assumed to reflect transactions other than loans (especially the promissory notes for naturalia, some of which, e.g. NBC 8326 and 8344, probably represent obligations to pay *sissinnu*). Therefore, conclusions regarding the practice of lending (pp. 102ff) and "le rythme des emprunts" (pp. 115-118) cannot be drawn – much less can a statement be made regarding the total value of goods borrowed by a given individual over the course of his career (pp. 115, 117)! Even so, the fact that Ahušunu's few debts add up to a larger sum than the more numerous debts of his in-laws probably does indicate higher financial standing, as Joannès concludes on p. 118. Certain observations generated with the aid of the various tables – for instance, that debts of naturalia tend to be payable within a shorter term without interest, while the larger debts of silver tend to be payable within a longer term, to earn interest, and to be secured by a pledge (pp. 102-108) – remain valid, inasmuch as these observations apply not merely to "borrowing and lending" but more generally to "management of obligations and credit".⁵⁵

Some inaccuracies in the treatment of security, or pledge (*maškanu*),⁵⁶ also affect Chapter 3 as well as Excursus 2. *TuM* 2/3, 118 establishes the creditor's preemptive right to the usufruct of the debtor's pledged land, but the harvest itself is not pledged (p. 110).⁵⁷ Nor is the harvest of the field in *tāmirtu* Qutānu pledged by Širiktu in L 4716, as stated on p. 80, nor indeed is the field itself pledged, as indicated in the table on p. 104; the word *maškanu* is absent from the text, and the supplementary clause in lines 7-8 serves only to indicate whence the creditor's claim for 1 *kur*, 1 *pān* barley will be satisfied. Neither *BRM* 1, 58 nor *TCL* 12-13, 21, both translated under the heading "contrats sous forme de reconnaissance de dette" and the subheading "loyer" on p. 113, is a rent contract formulated as a promissory note; each document is an assignment of property to the creditor as antichretic security for an already existing debt. The statement on p. 140 (Excursus 2) that "la mise en gage d'un esclave équivalait implicitement à la perception d'un intérêt non-déclaré par le créancier, puisqu'il bénéficiait du travail de l'esclave pendant la durée du gage" is true only of antichretic security. The assignment of a pledge did not automatically entail transfer of the pledged object into the creditor's possession.⁵⁸

The correspondence between annual interest on silver debts, normally 20%, and the annual revenue of a slave's work, based on the normal *mandattu* ("hire", payable under certain circumstances to the slave's owner or to the creditor of a debt for which the slave is pledged) of $1 s\bar{u}tu$ barley per day, is adduced in the context of how slaves are used for profit (pp. 140, 142).⁵⁹ In light of this correlation, one is inclined to doubt the restoration u_4 -mu 15 [qa] in TuM 2/3, 55:5 (brackets omitted from the translation on p. 144). The document is a promissory note for 17 shekels of silver owed to 'Gugūa by Mušēzib-Bēl, payable in its principal over an indefinite term; lines 5-6 apparently concern the mandattu of the slave Nuhānu, though he is not explicitly said to be pledged for the debt, and lines 6-9 stipulate that 'Gugūa is to enjoy the compensation (in lieu of?) interest on the silver (pappasu hubul kaspa-a₄ 1[7] GÍN . . . takkal). 15 qa, if of barley (one would expect the writing 2 BÁN 3 SÌLA and a commodity; no commodity is specified), would be 2.5 times the normal daily mandattu, and would be an exorbitant interest rate – on 17 shekels the daily interest ought to be one-hundredth of a shekel, about 2 qa barley; one can only conclude that the text requires collation.

55. The data for the "argent" and "produits agricoles" columns seem to have been inadvertently switched in some sections of Table 3 (p. 105).

56. "Pledge" is customarily used to translate *maškanu*, though the terms "hypothec" and "hypothecate" more accurately reflect Neo-Babylonian practices (for these terms in modern legal usage, see *Black's Law Dictionary*, 6th ed., St. Paul 1990, pp. 742 and 1153).

57. In the translation there, the owner of the field should be "Busasa, fille de..." not "fils de...".

58. Petschow, Pfandrecht, pp. 53-57; Shiff, Nūr-Sîn Archive pp. 84-85 (note 68).

59. San Nicolò's analysis is cited on both pages; the omitted bibliographic reference is perhaps M. San Nicolò, "Der neubabylonische Lehrvertrag in rechtsvergleichender Betrachtung", SBAW 1950/III, München 1950, p. 15 with n. 4.

-

-

These -

The

-

an i

-

il.ee

-

iter:

Think of

1100

185

Sec.

Excursus 4

The imposts assessed by the crown on property owners are the subject of Excursus 4; the analysis is based largely on the documents of Ahušunu (as well as parallels from outside this archival corpus), which date exclusively to the Achaemenid period. These imposts, collectively termed ilku, consist of 1) a duty imposed for utilization and maintenance of the canals, urāšu ša šadādi ša kāri, 2) due in natura owed to the king, zebelu ša upiyāta and 3) the obligation due from the holder of a bit qaš ("bow-land"), termed panāt qašti (Archives pp. 152-154). That this last impost derives from tenure of a fief is assumed, though the characterization of certain types of land tenure as "feudal" is not discussed.⁶⁰ Joannès suggests that owners of property adjacent to the waterways were subject to the imposition of urāšu for the upkeep of those waterways (p. 158),61 under the control of the officials responsible for the canals (gugallu and later mašennu). Rather than by the performance of service, the obligation for ilku, or its urāšu-component, was normally satisfied by a payment in silver. The ilku and urāš documents of Iddin-Marduk/Iqīšaya//Nūr-Sîn are adduced for comparison to those of Ahušun (p. 157);62 curiously, while most of Iddin-Marduk's documents are quittances for specific amounts of silver, only one63 of Ahušunu's documents refers to a specific amount of any commodity, although two others record the receipt of unspecified amounts of flour and barley (TuM 2/3, 169) or silver (L 1651 A 173 may not be a payment for $ur\bar{a}\check{s}u$, see below n. 64).

Not surprisingly, despite Joannès's lucid discussion of it, the available evidence leaves oper various questions; for instance, why, since Ahušunu is liable for *panāt qašti* dues, none of Ahušunu's lands is termed *bīt qašti* in the texts mentioning his cultivable property (*Archives*, pp. 89-91); and why while ten⁶⁴ of Ahušunu's documents attest his *ilku-* and *urāšu-* obligations, among the relatively more numerous tablets of the Ilūta-bani and Ili-bāni family members, only four documents attest their *ilku*and *urāšu-* obligations. 1) *TuM* 2/3, 218 is a receipt for a shekel of silver, paid by Nādin/Lūṣi-ana-nūr-Marduk(//Ili-bāni) for (performance of) *urāšu-*service. 2) According to *TCL* 12-13, 173 a slave belonging to Mušēzib-Bēl/Zēr-Bābili//Ilūta-bāni was assigned to do *urāšu-*service. 3) *TuM* 2/3, 215, which is not included in Excursus 4, is a contract for performance of work "as *ilku*" (line 5), drawn up between three individuals including Šamaš-upahhir/Taqīš-Gula//Ilūta-bani (for whom see *Archives* p. 37 with n 23). 4) NBC 8337, also omitted from Excursus 4, records Iddinaya's receipt of three months' tax⁶⁵ from

60. G. Cardascia defends the use of the terminology of feudalism in "Le fief dans la Babylonie achéménide", Les liens de vasslité et les immunités, Recueils de la Société Jean Bodin I, 2nd ed., Paris 1958 (reprinted 1983), 55-88; it is adopted with some reserve b Stolper, Entrepreneurs and Empire (see pp. 24-25 with n. 96).

61. One would expect, in that case, more documentation for the $ur\bar{a}su$ -duty of the IIī-bāni and IIūta-bani families, since some of their lands were adjacent to canals; see e.g. A 131:3, TuM 2/3, 14:1 (with the contract for irrigation rights on the same canal, TuM 2/3, 195), TuM 2/3, 17:3, TCL 12-13, 128:3 and (same field) TuM 2/3, 161:4 and 167:2-3. Except for L 1663:2, none of Ahušunu's texts mentions proximity of his land to a canal, though this is not negative evidence because such information is only irregularly provided in documents concerning lease payments, such as most of the pertinent texts are.

62. See now Wunsch, Iddin-Marduk I, pp. 53-55.

63. L 1643 (Archives, pp. 155, 241), wherein three shekels of silver are paid as an installment of *ilku*. This text differs from the others in that it records payment to Ahušunu, not by him; furthermore, the silver is said to be *ina sūti* "from the lease-payment" and the transaction takes place *ina a-\langle s\dot{a} \rangle-bi ša 'Insabtu*, a remark that normally appears in the context of alienation of property in which the woman in question had an interest (see Roth, *BMA* pp. 21-22; Petschow, *Pfandrecht* pp. 71, 125, nn. 208, 268). One might conjecture the Ahušunu had previously paid the *ilku*-dues on behalf of the man who now partially reimburses him, and that this reimbursement is paid out of lease-income to which 'Insabtu was entitled.

64. Nine, if with van Driel, *BiOr* 49 (1992) 45, we consider that A 173 records rather the payment of $k\bar{a}ru$ -tax; see CAD K si $k\bar{a}ru$ A 3d. TuM 2/3, 121 might refer to a debt arising from payment for *ilku*-service (pp. 110, 199-200), but, presumably because of the uncertainty of the reading [*il*]-*ki*-[šú] at the end of line 4, is not included in Excursus 4.

65. Lines 1-6: ina $d\bar{i}ki$ MN, $[MN_2, u]$ MN₃ ša šatti 10 RN 3 šiqlī 2/3 kaspa N. ina qatē M. mahir, taking di-ki to represent the nom $d\bar{i}ku$ (CAD D 140); alternatively, it could be understood as ina dekî "from the muster (of MN etc.)". The first interpretation would implicate that Iddinaya was the official in charge of collecting the tax, while the second would indicate that he had been hired to do Mušezib-Bell service, and was now being compensated.

Mušēzib-Bēl, and one of the *elat*-clauses mentions a "15-day period deducted from $ur\bar{a}\check{s}u$ " (lines 11-12).

A 107, which is included in Excursus 4, mentions neither *ilku* nor $ur\bar{a}\check{s}u$: 5 kur dates,⁶⁶ from the $b\bar{t}t$ qašti of PN₁, are received by Mušēzib-Bēl from PN₂ and PN₃ upon the rab qašti's authorization, but even if these dates represent a component of the *ilku* of one of the parties, it is not Mušēzib-Bēl's land or dues that are in question. Therefore this text sheds no light on the encumbrance of the Ilūta-bani family's property with "feudal" dues. However, A 107 is important because, as pointed out by Joannès on p. 275, it attests "l'existence de prototypes des fiefs achéménides" already in the 16th year of Nabonidus. This observation is strengthened by the appearance of $b\bar{t}t$ rittis in Moldenke II, 46:2, dated in the third year of Nabonidus, and in Moldenke II, 7:4ff, dated to the eighth year of Nabopolassar.⁶⁷

Excursus 5

In *TuM* 2/3, 258, following Ebeling (*NbB* p. 155, n.° 285), the first four signs of line 4 are read as a personal name 'an-da-har (omitted from the personal names index, however; see note 4 above). Though not unattested, the hypocoristic personal name Andahar is quite rare,⁶⁸ and it might be preferable to read šá an-da-har (šá can resemble DIŠ, and Krückmann's copies allow for emendation); the same verb form recurs twice, with a resumptive pronominal suffix in line 7 (an-da-har-šú) and again in line 13. One might translate – ignoring the superfluous relative pronoun – "I received what my lord sent: 55 measures of dates and 14 of barley, I have received it."

As pointed out by Streck, ZA 82 (1992) 147, $p\bar{a}n\bar{i}ya \ dugul$ and $p\bar{a}n\bar{i}ya \ k\hat{i} \ a-di-gu-ul$ in A 135:11-12, rather than referring to keeping watch over the dates, should be translated "wait for me" and "since I am waiting for you"; in accord with Joannès's translation, the first phrase is part of the letter-writer's quotation of what the addressee had told him, and the second begins the letter-writer's retort. The latter, Balāțu, has made a payment on behalf of the addressee, Zēr-Bābili (lines 3-6), who had requested that Balāțu wait to be compensated until the (harvest of) dates came in (lines 10-11), and though Balāțu has waited he has still not been compensated (lines 12-13). The same Balāțu may have sent $TuM \ 2/3$, 260, which has a similar address formula and perhaps includes a similar complaint (lines 2-4; for a translation differing from that of Joannès, see CAD B p. 362 *s.v. bu' û* 1b5').

Miscellanea

Given the attention paid to female roles in the book, it might have been useful to separate feminine from masculine personal names in the index. Though of course women's names are usually distinguished morphologically, dispensing with the use of a determinative to mark feminine names in the index and in the translations obscures something interesting in at least one instance. In L 1672, dated "year 13 after Aššur-nādin-šumi", one of the contracting parties appears as "Iqîša descendant de Maqarti" in the translation on p. 29 and in the index. The transliteration (p. 255, lines 2-3; no copy is

66. "5 kur d'orge" mistakenly printed in the summary, p. 274. Though the transliteration and translation read É BAN "domaine d'arc" at the end of line 1, the signs on the copy in *OECT* 12 appear to be ^{GIS}BAN. The family name of one of the individuals delivering the dates, Šamaš-ahhē-uşur son of Nabû-ahhē-bullit, is not read in the transliteration (p. 274) nor in the translation (p. 159) but is given in the personal name index as Šikkûa (not a reading which the copy would automatically suggest, though I cannot improve on it). None of the parties to this transaction appears elsewhere in the *Archives* texts.

67. The first citation is noted by Ries, *Bodenpachtformulare* p. 38 n. 273, and the second is noted by G. van Driel "Neo-Babylonian Agriculture", *BSA* 4 (1988) p. 133; both tablets are to be republished in I. Spar, ed., *Cuneiform Texts in The Metropolitan Museum* of *Art* IV (in preparation). In both cases, the spelling is É KIŠIB, which could in theory be read *bīt kunukki*, but *bīt ritti* suits the context better (delivery of $e s r \hat{u}$ in the one text, and of *imittu* – with *sissinnu* paid out – in the other). Van Driel maintains that bow-fiefs encumbered with *ilku*-service existed in the Chaldean period, in "The Murašûs in Context", *JESHO* 32 (1989) 205-211.

68. See Stamm, Namengebung p. 201; K. Tallqvist, Neubabylonisches Namenbuch (Acta Societatis Scientiarum Fennicae 32/2), Helsinki 1906, p. 7; also, as a family name, VS 4, 10:14, 146:6; 5, 49:23, 93:20 (same person as 4, 146:6), 107:21, and 108:35.

available) turns out to read ¹BA^{sa} A ^tma-qar-ti. The index contains, following the entry for "Maqarti a[ncestor of] Iqîša," an entry for "Maqartu" ancestor of Nabû-šum-iddin (son of Rēmūt-Gula) in L 1664:16 and ancestor of Nabû-iqīša (son of Nabû-[x-x]) in *TuM* 2/3, 168:17. In the latter instances dated respectively year 5 Nbn and year 14 Darius, the ancestor name bears the masculine determinative. "Maqartu" also occurs with the feminine determinative in *TCL* 12-13, 30 rev.:15, dated at Borsippa in year 11 Nbk, as the ancestor name of the scribe Nabû-mukīn-apli son of Nabû-šum-līšir. Clearly, Maqarti and Maqartu are the same ancestor name, which appears in the genitive case in the earliest text; besides losing its capacity for declension, the name lost its feminine determinative over the centuries (yet without change in morphology), becoming homogenized to the masculine norm. Genealogical descent in the female line is rarely cited;⁶⁹ but perhaps other instances of female ancestor names are concealed by such homogenization?

A few omissions from the index may be noticed, for instance: Nabû-qarrād-ilī/Tabnēa//Ilūtabani, the seller of a property in A 98 (lines 10-11, 19) has been left out; his father appears in this text not only as Tabnēa in line 11 and as Nabû-tabnē-uşur in line 19 (an equation which is noted in the index), but also as Nabû-tabnēa/Bēl-ahhē-iddin//Ilūta-bani in lines 3-4; Šum-ukīn/ Bēl-ibni's ancestor name, Ili-bāni, has been omitted from his entry in the index, and there is no cross-entry for his father

One would wish clarification of the author's position regarding certain terms: for instance, the still uncertain phrase *ina tuppišu | adi tuppišu*, explained as "à durée indéterminée" in the note on TuM 2/3, 55 (p. 179) but rendered "(jusqu')au terme convenu" in the translation of that text (p. 144), is then explained in the note on Table I, p. 103, as "terme fixé mais non précisé" as distinct from "durée indéterminée".

120

100

100

-

The book's design is generally pleasing; one minor flaw is the space-conscious choice (surely not the author's) to present some texts in a two-column format without regard for page breaks that disrupt the continuity of reading the text (e.g. pp. 259-260, 311-312), and regardless of whether line lengths can be accommodated in this format (e.g. p. 275). Most of the typographical errors that crept into the text are inconsequential or easily corrected.⁷⁰ Rarer are errors less automatically corrected by non-Assyriologists (for whom, in part, the book is intended), such as "à la charge de Nabû-šum-iškun" for "à la charge de Nabû-šum-iddin" in the translation of *TCL* 12-13, 85:24 (p. 52); the omission of "de Mušêzib-Bêl, fils de Zêr-Bâbili, descendant de Ilûta-bâni" from the translation of L 1668:4-5 (p. 70); the translation of TU_{15} SI-SÁ as "east" in *TuM* 2/3, 25 (p. 92); and the appearance on p. 20 of "Nabû-erîba" as leader of a revolt toward the beginning of Xerxes's reign (reappearing as "Šamaš-erîba" on p. 126).

The various criticisms expressed here do not detract from the painstaking labors of which *Archives* is the fruit, notably the effort of tracking down related groups of unpublished tablets in several museums, and the processing of an enormous quantity of data into a very well organized presentation. Investigations along lines not touched in this book will profit from the care and thoroughness wherewith these documents have been assembled and their contents analyzed. Future studies of Borsippa private archives, and socioeconomic studies of this period of Babylonian history generally, will be greatly indebted to Joannès for this synthetic work.

69. Joannès remarks in N.A.B.U. 1988/3 note 55 that the two scribes of Nbn 116 give both their paternal and maternal genealogy (line 46-49). 'Guzummu daughter of 'Šapullatu in Nbk 201:2-3 is an example of citing descent in the maternal line (but her son Kabtiya is identified by his paternal genealogy, in the usual way, Nbk 207: 2-3); another example is Ninurta-aha-iddin son of 'Sippaya in Cyr 287:31. According to Kümmel, *Familie, Beruf und Amt* p. 16, individuals identifying their mother's name as their filiation "entweder Kinder von Sklavinnen oder nicht-adopticate Kinder von ihre Mutter sind". This characterization would be inapplicable in the case of a feminine ancestor name.

70. Inter alia, correct "Briefs eines" to "Brief des" and "une" to "und" on p. IV; "d." standing for "descendant de" was omitted from the list of symbols and abbreviations on p. V; "cerux" is printed for "ceux" p. 4; "Lansberger" for "Landsberger" p. 18 n. 30; "condammer" for "condamner" p. 19; "Nâbu" for "Nabû" p. 36 (translation of L 1662); instead of "A 84" the reader is referred on p. 48 to "A 14" (which is not in this book nor in *OECT* 12); "de" is omitted from "fils Nabû-êreš" p. 50; "Supêl-Bêl" is printed for "Supê-Bêl" p. 67 (translation of *Tuu* 2/3, 23); subtract one "h" from "Puhhhuru" p. 68 (bottom); "on pourait donc avoir donc ici" on p. 125 has one "r" too few and one "donc" to many; "27" is given in square brackets in the transliteration, but not the translation, of *TuM* 2/3, 158:1 (pp. 81, 214), though the number does actually appear on Krückmann's copy; among rare inconsistencies in transcription of personal names, "Lulîtu" in the translation of A 108 (p. 107) appears as "Lûlîtu" in the index; and correct "mour" to "pour", in the note suggesting a scribal error in *TCL* 12-13, 115:3, on p. 312