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# THE CARE OF THE ELDERLY IN THE ANCIENT NEAR EAST

BY

MARTEN STOL

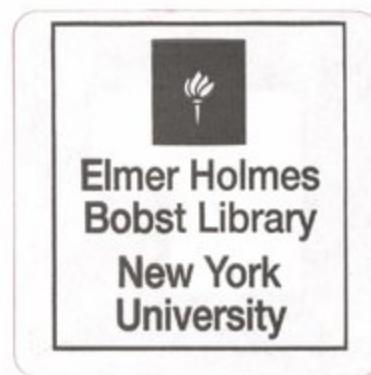
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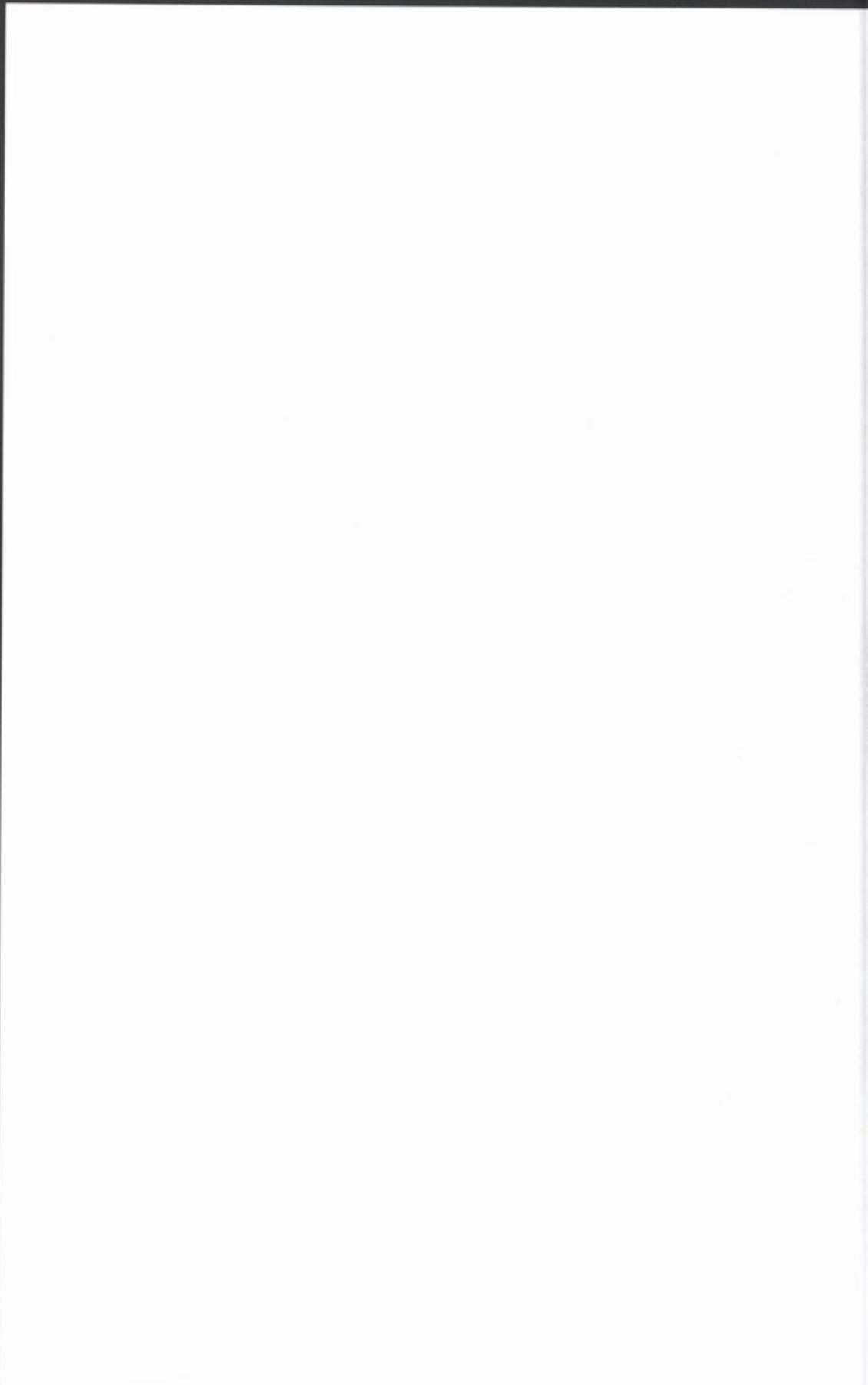


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THE CARE OF THE ELDERLY  
IN THE ANCIENT NEAR EAST

# STUDIES IN THE HISTORY AND CULTURE OF THE ANCIENT NEAR EAST

EDITED BY

B. HALPERN AND M. H. E. WEIPPERT

VOLUME XIV



# THE CARE OF THE ELDERLY IN THE ANCIENT NEAR EAST

BY

MARTEN STOL

AND

SVEN P. VLEEMING



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## CONTENTS

Preface .....	vii
R. WESTBROOK, Legal aspects of Care of the Elderly in the Ancient Near East. Introduction .....	1
C. WILCKE, Care of the Elderly in Mesopotamia in the Third Millennium B.C. .....	23
M. STOL, Care of the Elderly in Mesopotamia in the Old Babylonian Period.....	59
K.R. VEENHOF, Old Assyrian and Ancient Anatolian Evidence for the Care of the Elderly .....	119
G. VAN DRIEL, Care of the Elderly: the Neo-Babylonian Period .....	161
A. McDOWELL, Legal Aspects of Care of the Elderly in Egypt to the End of the New Kingdom .....	199
H.-A. RUPPRECHT, Die Sorge für die Älteren nach den Papyri...	223
R. WESTBROOK, Legal aspects of Care of the Elderly in the Ancient Near East. Conclusion .....	241
Abbreviations .....	251
Indices .....	259
Akkadian and Sumerian Texts .....	259
Texts from Pharaonic Egypt .....	269
Texts from Graeco-Roman Egypt .....	270
Biblical, Rabbinical and Classical Sources .....	272
Sumerian Terms .....	273
Akkadian Terms .....	274
West-Semitic Terms .....	277
Egyptian Terms .....	277
Greek Terms .....	277
General Index .....	278



## PREFACE

On 29th and 30th June 1995 some thirty people came together in the *Papyrologisch Instituut* in Leiden in order to discuss various aspects of Ancient Near Eastern history of law under the heading of "Care of the Elderly". As one can tell from the following pages, the papers were just as varied as to content matter as they were spread in space and time, each new field of documentation laying different accents on the various aspects of the general question. In fact, they were more varied, since the papers on Jewish and Graeco-Egyptian Law were regrettably withheld from publication, and Prof. Otto preferred to include his contribution in his newly started *Zeitschrift für Altorientalische und Biblische Rechtsgeschichte* (Vol. 1, 1995, 83-110). Prof. Zwaal improvised a summing up.

We should like to conclude by expressing our thanks to the Royal Netherlands Academy of Sciences (Amsterdam), and the Faculties of Law and of the Humanities of Leiden University, through whose generosity the meeting in Leiden was made possible. We also owe a debt of gratitude to Prof. Veenhof for his advice and help in preparing this publication, and to Frans van Koppen who made the book camera-ready and compiled the Indices. We could use the facilities of the *Papyriologisch Instituut* and the *Assyriologisch Instituut* of Leiden University.

Leiden,  
Autumn 1997

M. Stol  
S. P. Vleeming

and the first stage of the process of socialization. The 2002 study found that the first stage of socialization is the period of adolescence, during which the individual begins to develop a sense of self and to explore their own identity. This stage is characterized by a sense of experimentation and risk-taking, as the individual explores their own interests and passions. The second stage of socialization is the period of young adulthood, during which the individual begins to establish a sense of independence and autonomy. This stage is characterized by a sense of exploration and discovery, as the individual explores their own interests and passions. The third stage of socialization is the period of middle adulthood, during which the individual begins to establish a sense of stability and security. This stage is characterized by a sense of exploration and discovery, as the individual explores their own interests and passions. The fourth stage of socialization is the period of old age, during which the individual begins to establish a sense of stability and security. This stage is characterized by a sense of exploration and discovery, as the individual explores their own interests and passions.

Overall, the study found that the process of socialization is a complex and multifaceted process, involving a variety of factors, including family, culture, education, and personal experiences.

## LEGAL ASPECTS OF CARE OF THE ELDERLY IN THE ANCIENT NEAR EAST: INTRODUCTION

RAYMOND WESTBROOK – JOHNS HOPKINS UNIVERSITY,  
BALTIMORE

By way of introduction to this volume I should like firstly to give a brief survey of the contemporary problems that have made the topic such a timely one, and then to discuss, from a comparative law viewpoint, some basic legal considerations.

### I CONTEMPORARY PROBLEMS

In contemporary industrial societies, policy concerning the elderly is on the horns of a dilemma. On the one hand, the cost of welfare programmes seems increasingly burdensome. On the other, the elderly seem to suffer increasing social deprivation. A heated debate has ensued, which has called into question the accepted policies of the past hundred years.

The debate was initially framed in financial and demographic terms: the growing numbers of elderly in the population and the declining birth rate place an ever heavier burden on the shrinking number of persons of productive age. It has become increasingly ideological, as the problem of finance has invoked the question of who is to pay, and that question has invoked the further question of what results the payments are expected to achieve.

In pre-industrial societies, the financial burden of caring for the elderly was met from three sources: the accumulated assets of the individual, usually in the form of land, the resources of his immediate family, and if all else failed, charity. Modern industrial societies have replaced the third source, charity, with the responsibility of the state, and thus have replaced discretion with entitlement. The existence of public enti-

tlements, however, served to diminish the role of the first two sources as well. Now, concern with the effect of entitlements on public finances has led to moves to shift some of the burden back to the first and second sources.

The demographic/financial crisis is partly one of perception. Ancient society had fewer elderly, it is true, but they existed nonetheless, and had to be supported along with many children, most of whom would not survive to adulthood. The image of Aeneas fleeing burning Troy, holding his little son by the hand and carrying his aged father on his back, vividly expresses the burdens that ancient families had to bear. Modern industrial society has infinitely more resources at its disposal. Concern that Aeneas' contemporary equivalent will collapse under the old man's weight therefore arises not so much from absolute dearth of resources as from their prioritization.

The increasing proportion of resources allocated to the elderly is as much the result of rising expectations as of rising numbers. Since the modern welfare system was first introduced by Germany in 1889, the range of benefits have grown from a modest pension to a total support system for medical, housing and living needs. In a preamble to the Older Americans Act of 1965, the Congressional declaration of objectives included the following:

- 1) An adequate income in retirement in accordance with the American standard of living.
- 2) The best possible physical and mental health which science can make available and without regard to economic status.
- 3) Suitable housing, independently selected, designed and located with reference to special needs and available at costs which older citizens can afford.
- 4) Full restorative services for those who require institutional care.
- 8) Efficient community services, including access to low-cost transportation, which provide a choice in supported living arrangements and social assistance in a coordinated manner and which are readily available when needed.

The aims of charity, which were part of the general relief of poverty, have been replaced by a desire to purchase for the elderly a certain status and position in society. At the same time, no attempt has been made to

establish what ranking the elderly should have in the competition for resources with other sectors of society. As a result, many of the objectives of the 1965 legislation have since been met, but at a cost. By refusing to admit that the elderly have in fact taken priority over other budgetary sectors, the United States faces the dilemma of a large budgetary deficit, caused for the most part by increased welfare and medical costs of the elderly, and an unwillingness on the part of the public to bear a higher tax burden in order to cover it. Instead, the popular misconception reigns that support of the elderly impinges only upon their own accumulated assets, for example that social security payments form a fund from which the current contributors will ultimately recover their own contributions, whereas in fact pensions are invariably paid out of current revenues.

The emphasis of entitlement over charity in itself raises expectations, in that it creates legal rights in the beneficiaries. Legal rights, however, do not exist in a vacuum; they are themselves a means of establishing priorities in the allocation of resources. At the 1982 World Assembly on Aging in Vienna, 124 nations adopted by consensus the International Plan of Action on Aging, which contains a large number of ambitious resolutions in such areas as health and nutrition, housing and environment, social welfare, income security and employment. For example:

19. Housing for the elderly must be viewed as more than mere shelter. In addition to the physical, it has psychological and social significance, which should be taken into account. To release the aged from dependence on others, national housing policies should pursue the following goals:

(b) Planning and introducing...housing for the aged of various types to suit the status and degree of self-sufficiency of the aged themselves, in accordance with local tradition and customs...

36. Governments should take appropriate action to ensure to all older persons an appropriate minimum income...To this end they should:

(a) Create or develop social security schemes based on the principle of universal coverage for older people....

(b) Ensure that the minimum benefits will be enough to meet the essential needs of the elderly and *guarantee their independence*. (My emphasis)

It has been pointed out that while the Preamble reaffirmed that the Universal Declaration of Human Rights applied fully to the aged, many of the resolutions aim not at equal rights for the elderly, but at more than

equal rights (Chen 1987:167). The creation of legal rights in the elderly, however, whether by national or international instruments, necessarily creates legal duties in other segments of society. The assumption of the International Plan of Action is that the legal duties all fall upon the State, but the State is no more than the sum of its taxpayers. It is one thing to exhort provision for elderly strangers as a moral duty; it is quite another to enforce it as a legal duty. Traditionally, it was the narrow sphere of family support that was concretized as a legal duty. The pivotal effect of public entitlements has been to diffuse that legal duty.

As in the case of charity, the practical consequence is that much of the function of family support has been usurped by the public sector. The difference is that family support has by no means been eliminated as a legal duty. Many states with comprehensive welfare systems also maintain laws that impose a legal obligation of care for the elderly upon the individual's family.

Civil law systems have the concept of *alimenta*, a duty of solidarity which members of a family have to other members in need, without distinction between generational groups. The concept derives from Roman law, where it is found in certain imperial constitutions<sup>1</sup> and in a work of the fourth-century Roman jurist Ulpian, as reported in the Digest of Justinian.<sup>2</sup> As regards support of the older generation by the younger, Ulpian states (D 25.3.5.2):

Must we support only our fathers, our paternal grandfathers, paternal great-grandfathers, and other relatives of the male sex, or are we compelled to support our mothers and other relatives in the maternal line? It is better to say that in each case the judge should intervene so as to give relief to the necessities of some of them and the infirmity of others. Since this obligation is based on justice and affection between blood relations, the judge should balance the claims of each person involved.

The principle that Ulpian evokes is reproduced in succinct form in Article 205 of the Code Napoléon:

Les enfants doivent des aliments à leurs père et mère et autres ascendants qui sont dans le besoin.

<sup>1</sup> As compiled in the Codex of Justinian, C.5.25, De alendis liberis ac parentibus.

<sup>2</sup> D 25.3.5. For a discussion of which elements have been added by Justinian's compilers, see Sachers 1951: 347-56.

The same paragraph, virtually unchanged, is still in force in the present French civil code.<sup>3</sup> Similarly, paragraph 1601 of the German BGB provides for mutual familial support:

Verwandte in gerader Linie sind verpflichtet, einander Unterhalt zu gewähren.

Article 877 of the Japanese Civil Code, which states that persons in a lineal relation bear the responsibility to support and care for each other, undoubtedly derives from the German provision, or rather its Prussian forerunner (Lynch 1993:344-45).

How far such provisions are enforced is another question. French law regards the obligation as a civil debt, which leaves the "creditor" to claim it from the "debtor" through the civil courts without any special government intervention.<sup>4</sup> The Japanese Law for the Welfare of Elderly Persons does provide for government enforcement procedures, but these are apparently applied with great leniency. Only a child who is actually living with her aging parents in the same household bears the financial responsibility for any day-care, home-help service. Currently, when an aging parent becomes seriously impaired and requires help in daily living, the children can ask the government to provide the necessary care in a nursing home and pay a fee, usually far below the amount necessary to support and care for the aged in their own homes (Lynch 1993:345 n. 25).

In Belgium, where the same provision of the Code Napoléon is in force, it is possible for the elderly person to enforce the obligation of his descendant through a relatively rapid and cheap procedure in the local court. Van Houtte and Breda analysed the records of these courts and found that the number of such claims was very small - in the Antwerp district, they found only 73 in 1969, for an aged population of over 150,000 (Van Houtte 1978:656).

The existence of a dual duty, however - in the State and in the family member - results in a curious and not altogether satisfactory relationship between them. Under the Belgian law, the bulk of claims were found to be brought not by private individuals but by a government organ, the Public Assistance Agencies. Its goal is different from that of private claimants, whose interests it does not serve. The purpose is to recoup

<sup>3</sup> "et" has been changed to "ou".

<sup>4</sup> Dalloz, *Code Civil* 170 C.11, citing case of *Époux Gerfaud*, 1975.

from relatives some of the cost to the public purse of support and welfare payments to the elderly (Van Houtte 1978:655-58,62). Such has always been understood to be the primary purpose of family support laws in Common Law jurisdictions, where similar measures by government agencies are growing in popularity as the perception of over-burdened public finances spreads.

The earliest such law is section 7 of the Act of 1597 (39 Eliz. 1, c.3):

That the parents or children of every poor, old, blind, lame and impotent person, or other poor person not able to work, being of sufficient ability, shall at their own charges relieve and maintain every such poor person in that manner and according to that rate as by the justices...at their general quarter session shall be assessed.

This provision did not furnish a direct claim for support, only the possibility of reporting lack of support to the local authorities. The statute of which it was a part was, significantly, the earliest version of the Elizabethan Poor Law, which introduced for the first time in England a system of charity financed by the public purse, to be disbursed by local authorities. The purpose of the section, then, was to relieve those authorities of some of the expense of public assistance.

Even in later versions of the same provision which do allow for a direct claim by parents against children, the same attitude has prevailed. Typical are the remarks of Avery J. in *Tulin v. Tulin*<sup>5</sup> on the purpose of such legislation in the United States:<sup>6</sup>

It seeks to secure, to persons unable to support themselves, a proper support, under the circumstances, through the medium of contribution from others, brought by statute under the duty of making that contribution by reason of some relationship, and thus to protect the public purse from demands upon it which would otherwise result.

<sup>5</sup> (1938) 124 Conn., 518,521.

<sup>6</sup> General Statutes, para. 1717: "When any person shall become poor and unable to support himself or herself and family, and shall have a husband or wife, father or mother, grandfather or grandmother, children or grandchildren who are able to provide such support, it shall be provided by them; and, if they shall neglect to provide it, the state agent, the selectmen of the town, the husband or wife or any of such relatives or the conservator of such poor person, may bring a complaint therefor to the superior court of the county in which such poor person resides, against such husband or wife or any of such relatives able to provide."

The most extreme example of this attitude was the practice of state governments who, having determined that a child was obligated to contribute to his parent's support, deducted the amount from the public assistance payment to the parent whether the parent received the child's contribution or not. This tactic was premised on the hope that the responsible child would carry out his obligation rather than see his needy parent starve (Lopes 1975:521). While such a drastic approach is no longer used, more recently states have been attempting to use family responsibility laws to recoup the cost of expensive programmes such as Medicaid, a Federal-State matching programme which provides free medical assistance to low-income, aged persons. The Commonwealth of Virginia, for example, in 1982 amended its family responsibility law to make children responsible for costs incurred in providing medical assistance to their parents pursuant to the Virginia Medicaid Plan. An adult child may be forced by the state to contribute to the medical costs incurred by the state even when the parent himself has been receiving public assistance (Patrick 1984:77-8).

Attempts to revive family responsibility laws and especially their use to recoup public expenditure have generally been condemned by legal scholars, who argue that it is ineffective, expensive, and socially harmful, in that it increases tensions between generations, deters needy parents from seeking public assistance (for fear of burdening their children) and perpetuates the cycle of poverty by forcing the intermediate generation to neglect their children's welfare in favour of their parents' (Van Houtte 1978:663, Patrick 1984:81-2, Lopes 1975:523-28). In the latter case, we see again that a tacit prioritization is imposed on the individual through the imposition of legal duties.

In earlier ages, the primary responsibility placed by society upon children for the care of their aged parents was part of a complete social system that differed radically from our own. Our present system is one in which individual responsibility has been diffused through taxation and delegated, like so much in modern life, to an elaborate network of professionals. If there is still a sense of social deprivation of the elderly, it may be because care consists of more than financial support. Statutes like the Older Americans Act attempted to use financial largesse to compensate for the loss of elements deemed to have been provided by the earlier system. That attempt has now been called into question because the cost

that it places upon society cannot be met without reordering the society's priorities for the allocation of its resources. Instead, attempts are being made to wrench one part of the earlier system from its context and graft it onto our own in the form of legal rights and duties. The contributions to this volume, in presenting the world's earliest known systems in their own context, will, I hope, demonstrate the historical irrelevance of nostalgia to our contemporary social dilemmas.

## II LEGAL CONSIDERATIONS

### 1. *Old Age*

Where the law intervenes in the performance of a social obligation, the scope of its application depends upon the definition of a number of concepts. In the case of care of the elderly, the most obvious is the concept of old age itself. In modern western systems it is generally defined as 65 years or older. This, however, is a purely arbitrary limit that we owe to the German Chancellor Otto von Bismarck. When Bismarck instituted the first state pension system, average life expectancy was only 45. By setting the limit for receipt of a pension so high, he ensured that it would be relatively inexpensive (Lynch 1993:356 and n. 82). It is ironic, then, to find modern legal sources that treat this figure almost as a biological bench-mark, as for instance the U.K.'s Chronically Sick and Disabled Persons Act 1970, s.17(3):

"Elderly person" means a person who is aged sixty-five or more or is suffering from the effects of premature aging.

The section contains two contradictory tests of old age. It resolves the contradiction by subordinating the medical test to the arbitrary fixed age test.

An arbitrary figure does have the advantages of providing equality of treatment and administrative convenience. It loses sight, however, of the reason why there should be special laws concerning the aged in the first place, namely the physical and mental changes that make it necessary for those affected to have the law's protection, changes the onset of which will of course vary from person to person. Ancient wisdom literature often contains lists of fixed ages for the different stages of the human

life-span, as for example a seventh-century Babylonian text that lays down:

40 (years) is prime of life, 50 is short life, 60 is maturity, 70 is longevity,  
80 is grey hairs, 90 is extreme old age.<sup>7</sup>

Such lists, however, are fanciful and could never have any practical application. Medieval Rabbinical jurists, when seeking a legal definition of old age, ignored the Mishnaic list of ages, which laid down, *inter alia*: "...40 for discernment, 50 for counsel, 60 for old age, 70 for grey hairs, 80 for strength, 90 for bowed back, 100: as though he were dead and had passed away and ceased from the world," (*Aboth* 5:21) and sought a functional test (Signer 1990:42-44). For a woman, they had the obvious criterion of the menopause,<sup>8</sup> but for a man, they looked to signs of physical infirmity: an unsteady gait or being bent over and incapable of walking without support, poor eyesight, forgetfulness.

It is not surprising that the modern bench-mark of 65 years has also been under attack, from both ends. On the one hand, severe unemployment in Germany in the late 1980's led to "early retirement" policies, which lowered the average retirement age to 59 (Lynch 1993:358, n. 91). An arbitrary figure was thus arbitrarily changed to meet certain socio-economic goals unrelated to the interests of those whom the law had thereby prematurely aged. On the other hand, public opinion in the United States has rebelled against the idea of any compulsory limit on a person's employment based on his age alone. In consequence, Congress passed the Age Discrimination in Employment Act, 1967 (as amended, 1978), under which it is unlawful for an employer:

- (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his compensation,

<sup>7</sup> *STT* II 400, 45-7. An Egyptian text from the Ptolemaic period contains a similar set of coordinates but fails to specify the period of old age:

The life that approaches the peak, two-thirds of it are lost. He (man) spends ten years acquiring the work of instruction by which he will be able to live. He spends another ten years gaining and earning possessions by which to live. He spends another ten years up to old age before his heart takes counsel. There remain sixty years of the whole life which Thoth has assigned to the man of god. (Transl. M. Lichtheim, *Ancient Egyptian Literature*, Vol. III [Berkeley, 1980] 199).

<sup>8</sup> Although another criterion was also considered: the *opinio communis*, which calls her 'mother'.

terms, conditions, or privileges of employment, because of such individual's age (Art. 623).

A legal definition of old age serves different but related purposes. On the one hand there is the question of when wealth, employment or responsibility are to be transferred between generations. On the other there is the question of when the burden of care for infirmity should be shifted to the younger generation. Earlier legal systems often linked the two, whereas the tendency in modern systems has been to divorce them entirely. An arbitrary age limit aids the latter tendency in that it glosses over the purpose of the test, being equally suitable or unsuitable for any. A functional test brings the question into the open, in that it may need to be different according to the purpose of the rule envisaged.

## 2. *Nature of Care*

The next concept that requires a legal definition is that of the nature of the care to be provided. Three main categories present themselves.

The first, and most obvious, is maintenance (or *alimenta* in the Civil Law tradition), i.e. the provision of an income. In modern systems, this must take the form of a fixed, regular payment, such as a pension, unless the beneficiary lives within the provider's household (whether a private household or a public institution, such as an old age home). Even in the latter case, there may be some payment supplementary to his subsistence needs. The question is what level of income is appropriate. Should the carer be responsible for basic needs, or for a living standard that has some correlation with the general wealth of the society ("in accordance with the American standard of living," as the Older Americans Act puts it) or his previous income or the carer's income, if he and the carer are members of the same family? Contracts for support of the elderly from the ancient Near East sometimes mention only the three basic commodities of life – grain, oil, and clothing – sometimes make special demands like meat at festivals, and sometimes use general terms like "honour" (*palāḥu, kubbutu*) or "support" (*našū*), which must appeal to an accepted standard that would have been enforced by a court.<sup>9</sup>

In Medieval English contracts for support of the elderly, which bear a marked resemblance to the cuneiform contracts, the level of maintenance

<sup>9</sup> See Greenfield 1982.

stipulated varied according to the existing status and wealth of the parent. Where quantities were not specified, appeal could be made to common standards: a son was required to feed, clothe and "honestly support" his parents, but a poor couple who contracted with a stranger were only entitled to lodging in their former house and the same food and drink as allotted to any servant (Clark 1982:312). Specific conditions included regular laundry, horses for riding, vats for brewing, ovens for baking, a place by the fire and access for friends wishing to visit them, especially when sick (Clark 1982:311-12; 1990:194-6).

The second category is physical care, i.e. care of the person's body and health, and help with daily living - "taking in and out", as the Talmud puts it (BT *Qid.31b*). Even if the elderly person has an adequate income, he may require the services of a carer, and his own children may be unable or inadequate in this respect. This is therefore an area where we should expect heavier reliance on contractual arrangements as a strategy for ensuring reliable services. In modern societies care is increasingly the province of professionals such as nurses and home helps or of institutions such as nursing homes or retirement homes, and therefore raises questions of the appropriate level, especially as the cost of medical treatment rises. The image of traditional society is that of care in the home, especially by the women of the family, which would less often give rise to legal problems. That ideal was not always achieved, however, as a Neo-Babylonian document reveals:<sup>10</sup>

A. said to his daughter B., 'While I have been sick my brother C. has abandoned me and my son D. has run away from me. Take me in with you and care for me and give me provisions of food, oil and clothing for as long as I live, and I will assign to you my prebend...' B. acceded to her father A.'s proposal and took A. into her house and gave him provisions of food, oil and clothing. A. of his own free will assigned his prebend ...under seal to his daughter B. in perpetuity. As long as A. lives, B. shall give her father A. provisions of food, oil and clothing. As long as A. lives, he shall enjoy the income of his prebend, but A. may not sell nor give as a gift nor pledge his prebend nor make deductions from it. When A. dies, thenceforth it shall be assigned to his daughter B.

The document shows that care and nursing could be a distinct concern. Although A. had an income that did not require his active participation

<sup>10</sup> VAS 5 21, ed. San Nicolò, *Aegyptus* 12 (1932) 44-6.

(unlike a farm or a business), being old and sick it availed him little without someone to look after him properly.

The third category of care is administration of the elderly's property when they become incapable of dealing with it themselves. In modern systems, conservatorship or guardianship of the elderly incompetent gives rise to serious legal problems. Denying a person the right to manage his own property is an infringement of civil liberties which can only be justified if it is in his own best interests. Outright insanity or mental handicap may seem an obvious justification, but old age, even enfeebled or eccentric old age, is not in itself a mental disease.<sup>11</sup> Where the guardian is a private person, it is usually a close relative and therefore likely to be an heir to the elderly person's estate. Management of the estate by an heir will not always be in the best interests of the reluctant testator *inter vivos*.<sup>12</sup> In classical Athenian law there was a recognized action called *dike paranoias* which could be brought by a son against the head of family for mismanaging his affairs owing to senility or insanity, and was clearly designed to preserve the son's inheritance.<sup>13</sup> I am unaware of any direct consideration of this issue in the ancient Near Eastern sources, but when one regards the accounts in the Bible of the aged Isaac in his blindness and the aged David in his senility being manipulated by members of their family, it must have arisen in everyday life.<sup>14</sup>

Beside these three main categories of care, there are two further types that are less obvious, but whose importance in the minds of the elderly is brought to light by the ancient sources. The first is that of dignity, of maintaining one's status in society. The biblical injunction, "You shall stand up in the presence of a greybeard and honour the presence of an elder" was regarded by Rabbinical commentators as a legal, not merely a social, rule, and the scope of its application discussed extensively (Signer 1990:45). It seems to me that the Egyptian administrative arrangement

<sup>11</sup> See Krasik 1989: 204-5.

<sup>12</sup> Even a governmental guardian may not be benign: the state of New York regards guardianship for incompetency as a means of gaining access to the assets of the aged in order to recoup their medical costs: see Symposium 1972: 69-73.

<sup>13</sup> Aristophanes *The Clouds* 844-5; Aristotle *Ath. pol.* 56.6; Isaeus 6.9; Harrison 1968: 80-1 and 151-3; cf. Aeschines, *Against Ctesiphon* 251, Cicero, *De Senectute* vii.22.

<sup>14</sup> Cf. M. Roth, "A Reassessment of RA 71 (1977) 125ff", *AfO* 31 (1984) 9-14.

called "the staff of old age" whereby an elderly person who can no longer carry out his duties satisfactorily nonetheless retains his post while being assigned a young assistant (A. MacDowell, this volume) was in large part motivated by this aspect of care, as is the Age Discrimination in Employment Act, although it is not expressly stated in the preamble. Compulsory retirement, which has played such a prominent role in the economic policies of certain European countries in recent years, albeit unintentionally, has quite the opposite effect. It has rightly been labelled "a social substitute for death" (Cowgill 1974:12). In economic terms it divides employment between young and old, much like the "staff of old age", but it strips the elder partner of the dignity of his office: older employees are usually much more expensive than young ones, so the compulsory retirement of an older person in order to give a young person employment effectively splits the salary between the older worker, who receives a reduced emolument in the form of a pension, and the younger worker, who receives an entry-level wage.

The final category of care is proper burial upon death, mourning and offerings for the deceased. It receives scant attention nowadays, although the duty of *aliments* under the French Civil Code has been held to include funeral expenses.<sup>15</sup> In the ancient Near East such obligations were considered to be in the same class as physical or financial care. A contract from Nuzi (mid-second millennium), for example, stipulates:<sup>16</sup>

...as long as A. lives, B. shall give him food and clothing and honour him. When he dies, he shall mourn him and bury him.

In the same way, medieval English maintenance agreements include payment for burial and funeral expenses, masses and prayers for the dead. The courts were expected to expel sons who failed in these duties, no less than if they had failed to provide the stipulated maintenance during their parents' lifetimes (Clark 1990:194).

I would regard these duties as an integral part of care of the aged, for it was surely one of the most necessary comforts of old age to know that proper arrangements were made for the next stage of one's existence, however optimistic or pessimistic the particular culture might be about conditions in the after-life.

<sup>15</sup> Dalloz, *Code Civil* 169 A 5 bis.

<sup>16</sup> HSS IX 22 11-15, and see Greenfield 1982:311.

### 3. *Duty of Care*

The third legal aspect to be considered is the nature of the duty of care. A difficult question for historians of the systems of the ancient Near East is whether it was purely a religious or social duty, or whether it was also a legal obligation that could be enforced by the local courts. For the Romans, care of his parents was part of a son's duty of *pietas*, which in early times was not regarded as an actionable legal duty (Sachers 1951:317-8,347-53). The first record of a legal duty of care is found only in 161 A.D. in a rescript of the Divi Fratres (C.5.25.2):

The competent judge will order that you be supported by your son, if he has the means to provide you with maintenance (*alimenta*).

It is true that its moral basis remains, as a rescript of Antoninus Pius (C.5.25.1) emphasizes: "It is rightful that children furnish the needs of their parents."<sup>17</sup> The sanctions, however, are remorselessly legal:

If anyone refuses to provide support, the judges must determine the maintenance (*alimenta*) according to his means. If he fails to provide this, he can be forced to comply with the judgment by the seizing of his property in execution and selling it (Ulpian, D 25.3.5.10).

The French courts have interpreted the obligation alimentaire of the Code Civil as "à la fois morale et civile", meaning, as we have seen, that the beneficiary can sue for its performance as for a debt. The ancient Athenians saw it as a public law obligation for breach of which public sanctions were available. In old age, both parents had the right to be fed, housed, and cared for (*therapeia*) by their son, who also had to bury their corpses. Under a law attributed to Solon, failure by an Athenian to fulfil these duties was actionable by a special lawsuit (*graphe goneon kakoseos*) which could be brought not only by the wronged parent, but by any officious citizen. The penalty could be imprisonment or even disenfranchisement (*atimia*), which meant exclusion from political and religious life (Strauss 1993:44,65; D. MacDowell 1978:92). Furthermore, a candidate for the archonship was asked various questions concerning his moral suitability for public office, such as whether he paid taxes or had served on military campaigns, but also whether he treated his living par-

<sup>17</sup> Cf. D 25.3.5.13: If a son has been emancipated before reaching puberty, he can be compelled to support his father if he is in need. For everyone would quite rightly say that it would be most unfair for a father to remain in need while his son was in funds.

ents well and respected his deceased parents' tombs (Aristotle, *Ath. Pol.* 55.2-3; Strauss 1993:43). Similarly, Aeschines cites among the classes of evil-doers prohibited by law from addressing the assembly one who beats his father or mother or fails to provide them with food or shelter. The reason for making the sanction for this particular private wrong a disability in public life is given by Aeschines as follows:

Because if a man is mean towards those whom he ought to honour as the gods, how, pray...will such a man treat the members of another household, and how will he treat the whole city? (*Against Timarchus* 28).

On whom is the duty of care to fall? If the basis of the duty is the natural moral obligation that arises from family ties, then it should not be imposed upon outsiders. Problems may arise, however, in systems where outsiders can obtain family property by inheritance. As we shall see, there can be a correlation between the duty of care and the right to inheritance, especially in contractual arrangements for care of the elderly. Roman law makes a careful distinction (D 25.3.5.17):

Another rescript states that the son's heirs should not be compelled to provide, against their will, the maintenance a son would provide out of *pietas* if he were alive, unless the father is in extreme poverty.

Within the family, the system of ranking and the remoteness of relatives upon whom the duty falls will obviously differ from society to society. The Biblical commandment "Honour thy father and thy mother" does not specify, although the imperative is in the masculine singular, indicating the obvious candidate: the son. It can be seen from the Neo-Babylonian contract discussed above that in that society a daughter was relieved of responsibility, which fell primarily upon the son, and then if at all, upon a brother.<sup>18</sup> A modern code that gives explicit directions is the German BGB para. 1606:

(1) Die Abkömmlinge sind vor den Verwandten der aufsteigenden Linie unterhaltpflichtig.

(2) Unter den Abkömmlingen... haften die näheren vor den entfernteren.

<sup>18</sup> Cf. Vatuk 1982: 72, for the traditional situation in India: "Provision of a home, and of care in time of illness and incapacity, is considered by most Indians to be the responsibility of adult sons and their wives. Daughters are by custom regarded as being free of this duty... Persons without sons, it is felt, ought to be able to find a home with some other close male relative."

(3) Mehrere gleich nahe Verwandte haften anteilig nach ihren Erwerbs- und Vermögensverhältnissen.<sup>19</sup>

It is interesting to note that this paragraph originally made the ranking dependent upon inheritance rights (nach der gesetzlichen Erbfolgeordnung und dem Verhältnis der Erbteile), but was changed to take account of illegitimate children, whose inheritance rights are secondary, and the fact that there may be no correlation between duty of support and real inheritance prospects.

That need and inheritance will often be antithetical is well brought out by the paradox given by the elder Seneca as a rhetorical exercise (*Controversiae I praef.*). The supposed point of departure is the Greek (not Roman) law that children must support their parents or be imprisoned. The dilemma is: Two brothers were at loggerheads. One had a son. The uncle fell into need; though his father forbade it, the youth supported him: as a result he was disinherited, without protest. He was adopted by his uncle. The uncle received a bequest and became rich. The father has fallen into need, and the youth is supporting him against his uncle's wishes. Now he is being disinherited.

The German law also raises the question of limits on the duty of care, making it proportionate to means.<sup>20</sup> The result is that if the closer relative cannot bear the whole burden, some may be shifted to more distant relatives. The French Civil Code also divides responsibility according to the resources of the co-debtors, while retaining the principle of absence of hierarchy between those liable.<sup>21</sup> The problem was already considered in Rabbinic responsa literature. If the son was a man of means, the community might coerce him to support his indigent father, but what if the son were a beggar? Most of the authorities took the view that the son should not impoverish himself to support the parent (Signer 1990:47

<sup>19</sup> (1) The descendants are liable before the relatives in the ascending line in the duty to provide maintenance.

(2) Among the descendants...those closer are liable before the more remote.

(3) Several equally close relatives are liable proportionately to their earnings and property circumstances.

<sup>20</sup> In this it follows Roman law, which emphasized that the son's duty was always subject to his having sufficient funds. The proviso, however, appears to have been absolute. See C.5.25.2 cited above and D 25.3.5.13,15.

<sup>21</sup> Case of *Epoux Giraud* cited by Dalloz, *Code Civil* 170, under heading *Absence de hiérarchie entre les débiteurs*.

n. 29). In a case where there were three sons, Rabbi Meir of Rothenburg ruled that each son must contribute to the support of his mother proportionately to his means (*ibid.*; n. 30).

A final and intriguing possibility is that the duty of care might be conditional upon the parents' earlier conduct towards the child. The Californian civil code, for example, provides that an adult child may seek a decree releasing him from obligations of parental support if such child alleges that he was abandoned by his parent for a period of two or more years prior to attaining the age of 18 years.<sup>22</sup> A similar notion of conditionality is found in Athenian law, as Aeschines informs us:

Moreover the law frees a son, when he has become a man, from all obligation to support or to furnish a home to a father by whom he has been hired out for prostitution; but when the father is dead, the son is to bury him and perform the other customary rites. (*Against Timarchus*, 13)

#### 4. *Intergenerational Transfer of Assets*

In looking to the next generation to care for them, the elderly have (unless they are destitute) an incentive to offer, namely the assets which they possess and the imminent prospect that those assets will soon need a new owner. In societies where the older generation has complete discretion in the disposition of their property *post mortem*, as in English law and most Common Law systems, it is possible to lay down conditions for its devolution by contract. In systems where offspring have a vested right to inheritance which can only be taken away for cause, we would expect the duty of care to be imposed by the general law, as a necessary counterpart to the heir's rights. Thus it is in Civil Law jurisdictions that the heir's right to a *legitima portio*, a fixed proportion of the parent's estate, irrespective of testamentary dispositions, is balanced by the duty of *alimenta*. As we have seen, however, the linkage between the two may be imperfect.

In the ancient Near Eastern systems, where certain categories of inheritance rights, such as those of a son born of a legitimate marriage to privately owned land, were vested, we do not find contracts between fathers and sons. Contracts are used, however, when no natural son is

<sup>22</sup> Sec. 206.5; see Lopes 1975: 525.

available. From among the large number of cuneiform contracts and the Aramaic contracts, we should note three principal strategies:

i) adoption, with the promise or assignment of the inheritance in return for care. There are many variations in this common type of contract, some of which state the duty of care expressly and others in which it is implied;

ii) *paramone*, whereby a slave is freed, immediately or upon the owner's death, in return for care of the owner. Again, this is a very common type, which continues into Hellenistic law;<sup>23</sup>

iii) debt, i.e. the granting of a loan where the provision of care replaces payment of interest. This somewhat rarer type is attested in a variation of the antichrethic loan type (*manzazzanūtu*) from Emar:

A. stated as follows: 'B. was in antichrethic pledge (*amēlūtu*) to me for 41 shekels of silver. Now I have cancelled 20 shekels of that sum and given him C. as his wife.' As long as A. and his wife D. live, B. shall honour them. If he honours them, after they have passed away he may take his wife and children and go where he pleases. He shall pay the 21 shekels of silver to our children....<sup>24</sup>

In medieval England elderly persons with property made contracts that are strikingly similar, except that they were often between parents and their own children. Three main strategies were employed: delayed devolution, conditional devolution, or mortgage. Delayed devolution was the contractual promise that the children would acquire the parent's land on his death. This promise often coincided with the marriage of a son, when the two generations would negotiate a settlement of the land for the future. The contract ensured the son a future share of the estate, but the father retained control and the profits of the land until he died or suffered senility. Should the son fail to provide the services demanded, the promise of transfer would be revoked (Clark 1982:312-3; 1990:191-2).

Conditional devolution involved immediate transfer of the land to the son in return for lifelong payments in cash or kind. If day-to-day care was needed, the contractual condition would be proper provision of food and clothing for the father and his wife. For example, in 1411 William Swift of Walsham-le-Willows surrendered twenty acres of land to his

<sup>23</sup> See A. Samuel 1965.

<sup>24</sup> Msk.7361, *Emar* 6.3, no. 16.

son John. In return, the father and his wife were to have their lodging, food and clothing for life, and an annual provision of four bushels of wheat and four of malt. On the day each parent died John was to disburse 2s. 6d. for thirty requiem masses. The principal penalty for non-performance in this type of contract was reversion of the land to the father (Clark 1990:192-3).

The third strategy involved a different approach, namely to lend money to children or neighbours against the security of land. As part of the bargain, the borrower had not only to repay the loan but also to maintain the lender for life. For example, Thomas Stonnard of Gyming-ham mortgaged ten acres of land whereby he secured the unspecified loans he owed his mother, then agreed to visit her when she fell ill, comfort her when she grew old, and bury her when she died. Should he neglect the support of his mother in any way, he would forfeit the land (Clark 1990:197).

### *5. The Elderly as a Legal Category*

From our discussion of the nature and duty of care, it can be seen that the legal issues involved are not exclusive to the elderly. Poverty, physical or mental disability, and loss of dignity can befall us at any age. Legal systems often do not distinguish between the aged and non-aged in attempting to alleviate such problems, and it is sometimes difficult for historians to discern in the ancient sources whether the intended beneficiaries of some measure were elderly at all. Nonetheless, it would in my view be erroneous both in terms of contemporary policy and of historical inquiry to ignore the elderly and focus on more general categories of the poor, the disabled, etc. Within these groups the elderly form a special sub-category: their poverty cannot be relieved by useful employment, their disabilities can be expected to deteriorate, with only one sure prognosis, and their situation is complicated by the issue of inter-generational transfer of assets or of roles.

The results of ignoring the special position of the elderly can be seen in the tortured course of their treatment in English law. The Elizabethan Poor Laws mentioned the aged as a category of the poor, but failed to make them the subject of any special treatment. Nonetheless, lists of paupers from parishes indicate that throughout the next two centuries the largest share of poor relief was paid to the aged (Quadagno 1982:122).

In 1834, a Commission of Inquiry into the administration of the Poor Laws made sweeping recommendations for reform of the system, mainly with a view to saving money and discouraging the receipt of benefits by the idle and dishonest. They recommended a separate category for "the aged and really impotent" which would have excluded them from the harshest measures of the law. That particular recommendation was ignored. The 1834 Act set up a network of workhouses for the poor in which old and young alike were subjected to harsh discipline, spartan conditions and separation of the sexes, even of old married couples. The Poor Law commissioners refused to relax the deliberately "irksome and disagreeable" conditions for the elderly on the grounds that it would discourage the young and able-bodied from supporting their aged parents or from saving for their own old age (de Schweinitz 1947:118-26, 133-4). Under pressure from reformers a Royal Commission on the Aged Poor was established in 1893, but its report in 1895 showed hopeless disagreement on whether the needs of the elderly should be met outside the framework of the Poor Laws (de Schweinitz 1947:204-5). It was only in 1908 that the Old Age Pensions Act finally disentangled the issues of poverty and old age (Sires 1954:246-52). Based upon the philosophy that old age in itself was worthy of subvention by the resources of society as a whole, it established a pension dependent upon age, not contributions or poverty.

Care of the elderly is often a hidden dimension in historical sources that do not mention old age specifically, and helps us to understand the full purpose of ancient institutions. Ancient Near Eastern literature was certainly sensitive to the distinction: on the one hand, there are the widow, orphan and poor, grouped together in a separate category. For them, compassion by their neighbours and justice from their rulers is demanded (Fensham 1962:21). On the other hand, there are parents and the greybeard in general. For them, the operative words are 'honour' and 'respect'.

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## CARE OF THE ELDERLY IN MESOPOTAMIA IN THE THIRD MILLENNIUM B.C.

CLAUS WILCKE — LEIPZIG\*

Für Manfred Müller zum 1. Juni 1996

### I. The Public Sector

1. Working elderly persons?
2. Social benefits and pensions?
3. The frequency of old women in the workforce and their rations.
4. Rations for female weavers with children of different ages.
5. Standard rations for old men.
6. Old men as heads of their families.
7. The social aspect: a childless old man and widows with children.

### II. The Private Sector

1. A *Fāra* period gift of a house to the parents.
2. Old Sumerian Times
  - 2.1 A financial disaster for a wife and a son in high society.
  - 2.2 A widow financially independent through a gift or a dowry.
3. Neo Sumerian Times
  - 3.1 The right of a widow to the property of her deceased husband.
  - 3.2 Marital gifts according to Neo-Sumerian texts.
    - 3.2.1 Gifts to the wife and to daughters.
    - 3.2.2 Litigation with (step)children about property.
  - 3.3 Manumission of slaves under the condition of continued service.
  - 3.4 Adoption and manumission.
  - 3.5 Adoption with duty to provide for the adopter.
  - 3.6 Renting out a subsistence field.

### III. Conclusion

A word on terminology first. Sumerian and Akkadian differentiate two semantic aspects of being "old": "old" referring to the age of persons or

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\* I thank Marten Stol for the thorough editorial care he took of my MS and Norman Yoffee for englishing it. The mistakes are mine.

animals: šu-gi<sub>4</sub> = *šibum*, literally meaning "grey", and being "of old", "from olden times": lib ir, sumun = *labirum*. Only the former will concern us here. Economic documents abbreviate the term šu-gi<sub>4</sub> frequently as šu placed before the person's name or (food) ration.

Elderly people were highly respected in Ancient Near Eastern societies. The institution of city elders, ab-ba iri = *šibūt ălim*, the namum-ma "old woman office", the temple office nam-bur-šu-ma "alderman" and the use of the substantive *šibum* for "witness" clearly attest to this attitude.

We do not know at which age a person was regarded as "old" in the Third Millennium B.C. Yet, a few lines of a text from Late Assyrian times (*STT* 2, 400: 45-47<sup>1</sup>) may give us an idea on what was considered as "old" in the Ancient Near East:

40 <i>la-lu-tum</i>	50 $U_4^{mes}$ LÚGUD.DA $^{mes}$
1 <i>š[u-š]i met-lu-tú</i>	70 $U_4^{mes}$ GÍD.DA $^{mes}$
[8]0 <i>ši-bu-tú</i>	90 <i>lit-tu-tum</i>
"40 Happiness	50 Short Days
60 Manliness	70 Long Days
80 Grey-hairedness	90 Ripe Old Age"

This short text tells that "old age" ("grey-hairedness") is not the final status in ageing, but is followed by a further step linked to the age of ninety. The qualifications given to the numbers 50 and 70 lead us to assume that what is meant is "life that ends at ... has been ...". Reading our text this way, we find "old age", "grey-hairedness" turning into "ripe old age" at eighty. It begins when at sixty "manliness" (or "prowess"<sup>2</sup>) ends; the "long days" of number 70 mark no change of an age group or status. Even if we remain sceptical about the social and biological exactness of our source, it certainly warns us not to assume that in a society characterized by high mortality rates the status of an elderly person could be reached relatively early in life.

Texts from the Third Millennium B.C. show two spheres where caring for elderly persons and providing for the future can be observed. These are the public sector, in which the state or the temple payed rations

<sup>1</sup> Not interpreted correctly in CAD, e.g. s.v. *šibūtu*; see C. Wilcke in: Müller, *Geschlechtsreife* 217.

<sup>2</sup> So CAD s.v. *metlūtu*.

for workmen (*guruš*) or -women (*géme*), both marked as *šu-gi₄*, and the private sector, where members of the family provided support. We can also see, perhaps, that the public sector took into account obligations towards a parent. One could secure support in one's own old age, or support for a family member, through the adoption of children — especially sons — who will be able to fulfill such an obligation. Men may give property to their wives as marital gifts. The manumission of slaves could stipulate the slave must serve the manumitter until his or her death.

Instead of original deeds of contract, one frequently finds documents about litigations resulting from them. Heirs, loath to see their expected heritage disappear, sue their privileged stepmother or a manumitted slave, or, in other cases, a slave affirms his or her manumission against the claims of the heirs. But we may also see a widow selling property without any interference from her husband's heirs. There are examples, too, of what might happen to a widow and her children if her husband had not provided for her.

## I. THE PUBLIC SECTOR

### 1. *Working elderly persons?*

The question whether people marked as *šu-gi₄* in economic texts receive their rations in return for work done or whether they are "retired" has been answered variously in recent years.

Thus K. Maekawa speaks of "an old woman now regarded as useless for actual labor".<sup>3</sup>

G. Pettinato et al., note in their 'Glossario' (SVS 1/3 [1985] 370) s.v. *šu-gi₄*: "vecchio, inabile al lavoro", "alt, nicht arbeitsfähig", "old, unable to work", "ayant fait son temps de service, ancien", and (p. 369) s.v. *šu* II "parametro di pagamento", "eine Lohngruppe", "a hired group of workers", "catégorie de rationnaire".

<sup>3</sup> K. Maekawa, *ASJ* 2 (1980) 109: "twenty-eight gangs among the thirty-two, ..., were composed of less than seven women. Among four gangs of seven women with their children (...) three gangs include an old woman designated as (*gim-*)*šu* (-*gi₄*) (...) This may suggest that a new woman was added to replace an old woman now regarded as useless for actual labor."

But recently H. Waetzoldt, in: Powell, *Labor* (1987) 134, says: "It seems, however, highly probable that both children and old women were expected to work."

We side with Waetzoldt and introduce some arguments in favour of this assumption.

### 2. *Social benefits and pensions?*

If people classified as "old" were regarded as unfit for employment, the rations they received would be a kind of pension, the state assuming an obligation because of services rendered in the past during an active working life. These payments would be social benefits in accordance with the standard claim of kings that they care for "widows and orphans", under which label one would have to include the elderly, too.

The idea of "pensions" seems slightly anachronistic. Social benefits unrelated to services rendered could become plausible if there were only one standard ration for elderly people, although one could think of remunerations differing according to the social status of the recipients. One also might expect recipients of social benefits to be treated as a group and payments to them handled by a special office. But this, again, is not a necessary condition (and it is not borne out by the texts).

Although, in general, we meet old women and men as part of the workforce, there are few indications that the state assumes a responsibility for persons in distress.

### 3. *The frequency of old women in the work force and their rations*

Old women, like old men, occur among other workers in ration<sup>4</sup> lists, as may be demonstrated by the summary quotation from Waetzoldt, *UNT*

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<sup>4</sup> (Monthly) barley rations are in general called *še-ba* "barley allotment", but occasionally also *šà-gal* "fodder"; see, e.g., T. Gomi, *BJRL* 64 (1981) 107 no. 47: "fodder" for *ḥé-dabš*-workers and *šu-gi₄ bala-ta gur-ra* "old people returned from the *bala*-service". Rations are measured in the capacity system: 1;2.3.4 *sila gur* meaning "1 kor (= 300 l), 2 bariga (= 2 x 60 l), 3 seah (= 3 x 10 l), 4 liters (*sila*).". Oil rations (mostly in private contracts) follow the same measuring system. A (yearly) clothing allowance is frequently mentioned together with barley rations; it is either given in the form of wool measured in *m a-n a* "pound" or as a garment or cloth (*túg*).

no. 18.<sup>5</sup> It shows, in addition, the frequency of women marked šu-gi<sub>4</sub> among weavers.

ref.	old women in group géme šu-gi <sub>4</sub>	others in group women + children	%	supervisor
i 8	2	0;0.2-ta	51 + 24	3,9 Niḡ-ḡá-ni
i 17	3	0;0.2-ta	81 + 35	3,7 Ur-si-ḡar
i 27	[ ]	0;0.2-ta	[ ] + [ ]	[ ] Gu-za-ni
ii 10	13	0;0.2-ta	185 + 119	7,0 Sa-al-lum
ii 20	10	0;0.2-ta	181 + 120	5,5 [L]ú-na-na
iii 8	9	0;0.2-ta	38 + 69	6,5 Ur- <sup>d</sup> Šul-pa-è
iii 18	6	0;0.2-ta	90 + 47	6,7 A-ba-an-né-sè-ge
iv 8	5[+x]	0;0.2-ta	221[+x] + [ ]	? Lú-du <sub>10</sub> -ga
iv 20	5[0+x]	0;0.2-ta	1055 + 1026	4,7-5,6

The percentage of old women in the workgroups varies; the average seems to be near 6%. They all receive the same ration of 2 seah = 20 liters of barley a month, an amount below the lowest rations for women not (yet) called "old", but above the standard ration for weaned children, as another ration text with a much higher frequency of old women demonstrates (even older children get 20 liters, too) : RTC 400,<sup>6</sup> the

<sup>5</sup> Subscript in col. vi: še-ba k ilib -ba, géme uš-bar, nu-band a En-igi-ni-fb-zu, šà Ġfr-su<sup>ki</sup> Š 48 "Total barley rations of the female weavers; inspector: En-igini-ibzu; in Ġirsu. Year Šulgī 48."

<sup>6</sup> RTC 400 (see F. Thureau-Dangin, RA 3 [1894] 140f.)

i<sub>1-12</sub> traces only; i<sub>13-14</sub>: [0;0.1 (x)-ka]l-la, 'dumu<sup>1</sup>-ni-me,  
 i<sub>15-18</sub> '0;1.4<sup>1</sup> Nin-munus-zi, 0;0.1.5 Nin-lú-<sup>1</sup>ni<sup>1</sup>, 0;0.1 Du<sub>11</sub>-ga-<sup>d</sup>Ba-ú, dumu-ni-me,  
 i<sub>19-20</sub> 0;1.4 <sup>d</sup>Ba-ú-<sup>1</sup>-<sup>2</sup>zu<sup>2</sup>, 0;0.1.5 [Na]m-mah-<sup>d</sup>Ba-ú dumu-ni,  
 i<sub>21-22</sub> 0;1.4 <sup>d</sup>Ba-ú-<sup>1</sup>-<sup>2</sup>zu<sup>2</sup>, 0;0.1 Géme-<sup>d</sup>Lama dumu-ni,  
 i<sub>23-ii 3</sub> 0;1.4 É-i<sub>7</sub>-lú-ru, 0;0.1.5 Nin-kù-ga-ni, '0;0.1 É-u<sub>4</sub>-da-la<sup>2</sup>, '0;0.1<sup>2</sup> [x-d]u<sub>10</sub>-ga, [dumu-ni]-me  
 ii<sub>4-9</sub> [0;1.4 ... -k]al-la, [0;1.4 ... ]-saḡ<sup>1</sup>, [0;1.0 ... -s]a<sub>10</sub><sup>2</sup>, '0;1.0<sup>2</sup> [x x -x-d]a, 0;0.4  
 [x x-n]ú, [ gléme túg-[da tuš]-a-me  
 ii<sub>10-18</sub> [š]u 0;0.2 Nin-<sup>1</sup>ki-lul<sup>1</sup>, 'šu<sup>1</sup> 0;0.2 Me-<sup>1</sup>é-Unu<sup>ki</sup>-ta, 0;0.3 Géme-<sup>d</sup>Ša-u<sub>x</sub>(IRI)-  
 ša, 0;0.1<sup>3</sup> A-a-[x]-le, 0;0.3 Géme-<sup>d</sup>Šigigir, 0;0.3 Nin-<sup>1</sup>ḡalga<sup>1</sup>-sù, šu 0;0.2  
 Nin-e-<sup>1</sup>zu<sup>2</sup>, géme BAD-e gl<sub>4</sub>-a-me, nam-ugula Lugal-ú-<sup>1</sup>šim-e<sup>1</sup>-ta  
 ii<sub>19-22</sub> 0;1.0 Géme-uš-gíd-da, 0;0.1.5 Nin-di-iri-na, 0;0.1 Géme-<sup>d</sup>Ba-ú, dumu-ni-me,  
 ii<sub>23-24</sub> 0;1.0 <sup>d</sup>Ba-ú-fb-gu-ul, 0;0.1.5 Mu-ni-Ki-en-gi dumu<sup>1</sup>?<-ni>,  
 ii<sub>25-iii 3</sub> 0;1.0 Géme-<sup>d</sup>Ba-ú, 0;0.1.5 'É-i<sub>7</sub>-lú-ru<sup>1</sup>, 0;0.1 'É-x-x-KI<sup>1</sup>, dumu-ni-me,

iii.4	0;1.0 'x-xu <sup>2</sup> ',
iii.5-9	0;1.0 [Nin] <sup>2</sup> -NANGA, 0;0.1.5 'Géme-ki-x <sup>1</sup> -ka, 0;0.1 Nin-du <sub>II</sub> -ga-ni, 0;0.1 Géme- <sup>d</sup> Nin-MAR.KI, dumu-ni-me
iii.10-12	0;0.3 Nin- <sup>d</sup> Lama- <u>gu</u> 10, 0;0.1 Géme- <sup>d</sup> Ba-ú dumu-ni, géme túg-da-tuš-a-me,
iii.13-iv.4	0;0.3 <sup>d</sup> Ba-ú-fb-gu-ul, '0;0.3' Géme- <sup>d</sup> gigir, šu 0;0.2 Gu-lu <sub>5</sub> -lu <sub>5</sub> , šu 0;0.2 Géme- <sup>d</sup> Ša-u <sub>18</sub> -ša, 0;0.3 Nin-géme(-)dumu-ni-'še <sup>2</sup> ', šu 0;0.2 Géme- <sup>d</sup> Ša-u <sub>18</sub> -ša, šu 0;0.2 Gíri- <sup>d</sup> Ba-ú-i-dab <sub>5</sub> , 0;0.4 Nin-ma-a-DU, šu 0;0.2 Géme-lú-lál, šu 0;0.2 <sup>d</sup> Ba-ú-fb-gu-ul, šu 0;0.2 Nin-kù-zu, šu 0;0.2 Géme- <sup>d</sup> Nin-bán-' <sup>d</sup> da <sup>1</sup> , šu 0;0.2 Nin-si-sá, géme BAD-e gi <sub>4</sub> < <sub>a</sub> >-me, nam-ugula Ur- <sup>d</sup> Ig-alim-ta, še-bi 7;2.3.'5' síla gur, Ur- <sup>d</sup> Ig-alim ugula,
iv.5-25	0;0.3 Nin-ul <sub>4</sub> -gal, 0;0.3 Ga-a-gi <sub>4</sub> , šu 0;0.2 <sup>d</sup> Ba-ú-'ik-šúr <sup>1</sup> , 0;0.3 Géme- <sup>d</sup> Lama, šu 0;0.2 Géme- <sup>d</sup> Nin-bán-da, šu 0;0.2 Nin-lú-ti-ti, šu 0;0.2 'Gíri- <sup>d</sup> Ba-ú-i-dab <sub>5</sub> , šu 0;0.2 Géme- <sup>d</sup> Nin-ğiz-zi-da, šu 0;0.2 'Ša-gú-bé <sup>1</sup> ', 0;0.3 Géme- <sup>d</sup> Ba-ú, šu 0;0.2 Sa <sub>6</sub> -sa <sub>6</sub> -ga, šu 0;0.2 'Nám <sup>2</sup> ?-a-zu <sup>2</sup> ', 0;0.3 <sup>d</sup> Inana-dígi-ğu <sub>10</sub> , šu 0;0.2 Géme- <sup>d</sup> Lama, 12, šu 0;0.2 Nam-nin-a-ni-du <sub>10</sub> , šu 0;0.2 Nin-gim-a-abá-dím, šu 0;0.2 Nin-me-te-na, šu 0;0.2 Nin-dumu-ab-ba, šu 0;0.2 <sup>d</sup> Ba-ú-šu-na, géme BAD-e gi <sub>4</sub> -a-me, nam-ugula Ur- <sup>d</sup> Lam[ta-ta],
iv.26-v.15	šu 0;0.2 Ka-gi-[na], šu 0;0.2 <sup>d</sup> Ba-ú-[b-gu-ul], šu 0;0.2 Gíri-[ <sup>d</sup> Ba-ú-i-dab <sub>5</sub> ], 0;0.3 Iri-na-n[in-x], šu 0;0.2 Níğ-x[x], šu 0;0.2 Nam-nin-a-ni-du <sub>10</sub> , šu 0;0.2 Da-ga-[(x)], šu 0;0.2 Géme-ki-siki-ka-[(x)], šu 0;0.2 Sağ- <sup>d</sup> Ba-ú-tu[ku], šu 0;0.2 LUL-zi, 0;0.3 Nin-nám-mah, šu 0;0.2 Géme-ki-siki-ka, 0;0.3 Géme-ğá-da, šu 0;0.2 Me-ra, nam-ugula Níğ-ú-rum-ta, géme BAD-e gi <sub>4</sub> -a-me, še-bi 2;2.3 gur, Níğ-ú-rum ugula,
v.16-vi.8	šu 0;0.2 Géme-éš-kù-ga, 0;0.3 Nin-kar-re, šu 0;0.2 <sup>d</sup> Ba-ú-fb-gu-ul, šu 0;0.2 Ta-bu-uš, 0;0.3 Géme-é-Unu <sup>ki</sup> -ga, šu 0;0.2 <sup>d</sup> Ba-ú-kam, 0;0.3 Nin-ma-a-DU, šu 0;0.2 An-né-si, 0;0.3 Nin-téš, 0;0.3 Nin-ğalga-sù, 0;0.3 Géme- <sup>d</sup> İskur, 0;0.3 Im-ma-si, 0;0.3 Géme-é-Unu <sup>ki</sup> -ga, šu 0;0.2 Nin-mu-da-kúš, 0;0.3 Géme- <sup>d</sup> Lama, 0;0.4 <sup>d</sup> Lama-ki-NE, šu 0;0.2 'É <sup>1</sup> -ta-mu-zu, šu 0;0.2 Ama-kal-la, šu 0;0.2 Pil-la-ti, šu 0;0.2 A-na-na, géme BAD-e gi <sub>4</sub> -a-me, še-bi 1;3.3, Lugal-ú-sim-e ugula.
vi.9-22	šu 0;0.2 Ša-la-ni, šu 0;0.2 Nam-nin-a-ni-du <sub>10</sub> , šu 0;0.2 Géme- <sup>d</sup> Ša-u <sub>18</sub> <sup>1</sup> -ša, šu 0;0.2 Nin-dub-sar, šu 0;0.2 Na-gu, šu 0;0.2 Géme- <sup>d</sup> Gis-bar-é <sup>1</sup> , 0;0.3 Ha-la- <sup>d</sup> Ba-ú, 0;0.3 Géme-éš-kù-ga, šu 0;0.2 Nin-ra-mu-gi <sub>4</sub> , 0;0.3 Igi-gün-gün, Géme- <sup>d</sup> Da-mu, géme BAD-e gi <sub>4</sub> -a-me, še-bi 0;4.2, Lú- <sup>d</sup> Gü-dé-a ugula,
vi.23-vii.7	šu 0;0.2 A-ba-í-sé-ge, šu 0;0.2 Sağ-sa <sub>6</sub> -ga, 0;0.3 É-ta-mu-zu, 0;0.3 A-ba- <sup>d</sup> Ba-ú-gim, 0;0.3 Nin-zí-šá-ğál, šu 0;0.2 Géme- <sup>d</sup> TAG, 'šu 0;0.2' <sup>d</sup> Inana-téš, [0;0.3 Nám-mah] <sup>2</sup> - <sup>d</sup> Ba-ú-'x <sup>1</sup> , šu 0;0.2 Géme-sağ-ga, šu 0;0.2 Géme- <sup>d</sup> Nin-tu, šu 0;0.2 Nin-níğ-zu-zu, 0;0.3 Nin-lú-sa <sub>6</sub> -sa <sub>6</sub> , géme BAD-e gi <sub>4</sub> -a-me, še-bi 0;4.5, Ur- <sup>d</sup> Ba-ú ugula,
vii.8-21	0;0.3 Nin-ğá-bí-du <sub>II</sub> , 0;0.3 Iri-na-nin-bi, šu 0;0.2 Lú-ti-i-zu, 0;1.0 Géme-ub- <sup>d</sup> sağ, 0;0.3 Géme-ki-siki-ka, 0;0.3 Géme- <sup>d</sup> Inana, šu 0;0.2 Géme- <sup>d</sup> Lama, šu 0;0.2 A-a-ki-lul-la, šu 0;0.2 Géme- <sup>d</sup> Gis-bar-é <sup>1</sup> , 0;0.3 'É <sup>1</sup> -me-te, šu 0;0.2 Nin-ú-ra-ni, géme BAD-e gi <sub>4</sub> -a-me, še-bi 1;0.1 gur, Lugal igi-ḥuš ugula (rest of column vii and beginning of column viii blank).

summary of which was first published by F. Thureau-Dangin, *RA* 3 (1894) 140f.<sup>7</sup>

viii<sub>1-7</sub> šu-nígin 10 géme 0;1.4-ta, šu-nígin 7 géme 0;1.0-ta, šu-nígin 1 géme 0;0.4, šu-nígin 1 géme 0;0.3, šu-nígin 9 dumu 0;0.1.5 sìla-ta, šu-nígin 14 dumu 0;0.1-ta, géme túg-da tuš-a-me,  
 viii<sub>8-12</sub> šu-nígin 1 géme 0;1.0, šu-nígin 2 géme 0;0.4-ta, šu-nígin 39 géme 0;0.3-ta, šu-nígin 1,05 géme šu-gi<sub>4</sub> 0;0.2-ta, še-bi 14;2.5.5 sìla gur, (blank space),  
 viii<sub>13-16</sub> še-ba géme túg-da tuš-a, ù géme BAD-e gi<sub>4</sub>-a, siki túg <sup>d</sup>Nin-ğír-su AK-me, ša Čír-<sup>r</sup>su<sup>1</sup>ki, nu-ban[da ...], [date lost].

“Total: 10 female workers at (the rate of) 100 liters; total: seven female workers at 60 liters; total: 1 female worker at 40 liters; total: 1 female worker at 30 liters; total: 9 children at 15 liters; total: 14 children at 10 liters. They are female workers who “sat at the cloth”.

Total: 1 female worker at 60 liters; total: 2 female workers at 40 liters; total: 39 female workers at 30 liters; total: 65 old female workers at 20 liters. The barley for them is 4.375 liters (14 kor, 2 bariga, 5 seah, 5 liters).

Barley rations for female workers who “sat at the cloth” and for female workers sent (back?) to (work with) the BAD-instrument<sup>8</sup> — they were (women) who made (spun) wool for the cloth of the god Ningirsu. In Čírsu. Inspector [..., (date)].”

Of the two categories of women listed in this text, the first one, of the best paid and obviously highly skilled “female workers who sat beside the cloth”, is the smaller one: only 19 women with their 23 children, and

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viii<sub>1-7</sub> šu-nígin 10 géme 0;1.4-ta, šu-nígin 7 géme 0;1.0-ta, šu-nígin 1 géme 0;0.4, šu-nígin 1 géme 0;0.3, šu-nígin 9 dumu 0;0.1.5 sìla-ta, šu-nígin 14 dumu 0;0.1-ta, géme túg-da tuš-a-me,  
 viii<sub>8-12</sub> šu-nígin 1 géme 0;1.0, šu-nígin 2 géme 0;0.4-ta, šu-nígin 39 géme 0;0.3-ta, šu-nígin 1,05 géme šu-gi<sub>4</sub> 0;0.2-ta, še-bi 14;2.5.5 sìla gur, (blank space),  
 viii<sub>13-16</sub> še-ba géme túg-da tuš-a, ù géme BAD-e gi<sub>4</sub>-a, siki túg Nin-ğír-su AK-me, ša Čír-<sup>r</sup>su<sup>1</sup>ki, nu-ban[da ...], [date lost].

<sup>7</sup> H. Waetzoldt, *UNT* 122; 143 note 553, seems to regard *RA* 3, 140f. as a separate text.

<sup>8</sup> The translation “sent (back)” tries to render both meanings of gi<sub>4</sub> “to send” and “to return”. If they were not only sent but sent back (cf. the -ta “from” in II 18; IV 2.25; V 12), this would mean that they were perhaps reactivated from a status of retirement.

The translation “BAD-instrument” assumes a relationship with Číš.BAD = *kilzappu*, a word for the “threshing sledge” (reading ġiš-bad-rá, see M. Civil, *The Farmer's Instructions. A Sumerian Agricultural Manual* (= *AulOrS* 3 [Barcelona, 1994] 95), listed in *MSL* 5 (1957) 56:58, with the gloss su-mun. It seems to be a wooden board with nails (“teeth”) in it (see CAD *kilzappu*).

with no old woman among them. The second one, that of the spinners, "female workers sent (back?) to (work with) the BAD-instrument", consists of 107 women, only 3 among them receiving rations higher than 30 liters a month and 65 of them "old" with the standard ration of 20 liters, and with no children at all. It seems possible that the 39 women receiving 30 liters each are already beyond the period of possible childbirth and are approaching old age.

We may assume the relationship between the two groups mentioned to be the same in the summary text Waetzoldt, *UNT* no. 36 (cf. p. 143 note 553) where the first one is labeled a bit differently. There are no figures of the workers but the amount of barley is similar (0;3.3 kor of barley less):

13;4.2 še gur-lugal, še-ba géme uš-bar túg ġiš-a ġál-la {erasure?} ù géme  
 šu-gi<sub>4</sub>, BAD-e gi<sub>4</sub>-a, túg <sup>d</sup>Nin-ğír-su TAG-a, gur<sub>7</sub> bur-sağ-ta, ki Lú-igi-sa<sub>6</sub>-sa<sub>6</sub>, kišib En-igi-ni-fb-zu nu-banda, iti GÁN.MA Š, mu Bād-ma-da<sup>ki</sup> ba-dù.

"13;4.2 kor of barley, barley ration of the female weavers of the cloth that is on the loom and for the old female workers sent (back?) to (work with) the BAD-instrument who wove the cloth for the god Ningirsu, from the b ur-sağ-granary, from Lugal-igisasa, (received and) sealed by the inspector En-igin-i-ibzu. Month i, year Šulgi 37."

Obviously, the old women in the wool mills were remunerated for work performed. Yet, despite their experience, they seemingly were no longer employed for skilled labour but, at least in the cases discussed, for simpler work like spinning.

Old women also receive a (yearly) clothing allowance in wool beside their monthly barley ration, again less than other working women, but more than the children mentioned in this text. Their ration is the same as that known for the oldest group of children:

*TUT 162 = SVS 1/1, 162 v 1-7 Totals (š. = šu-níğin) (AS 1 i)*

š. 7 géme	0;0.4	[x+]3 ma-na,	š. 1,5 géme	0;0.3	3 ma-na-ta,
š. 14 géme á-1/2	0;0.3	3 ma-na-ta,	š. 6 dumu	0;0.2	2 <>,
š. 40 dumu	0;0.1.5	sila <1>1/2 -ta	š. 43 dumu	0;0.1	1-ta,
š. 4 géme šu-gi <sub>4</sub>	0;0.2	<2>-ta ... (še-ba siki-ba géme uš-bar ...			ša Gú-ab-ba <sup>ki</sup> )

(Obv. ii 30: šu 0;0.2 2 Nin-ama; Rev. i 9: šu 0;0.2 2 Igi-ama<sup>!</sup>-še; iii 11: šu 0;0.2 2 Nin-ša-lá). Cf. TUT 159 = SVS 1/1, 159 Rev. v 26-34.

The standard ration of 20 liters a month is also given to old women in other work units: a-ga-am “?”, bur-saḡ “?” (a building?), kíkken “mill”, the Na(k)kab/ptum-building, and, as already shown by the text just quoted, outside the province's capital Ĝirsu:

*TUT 146 = SVS 1/1, 146*

i 8':	1 géme šu-gi <sub>4</sub>	0;0.2-ta	(i 9': géme bur-saḡ-me)
i 11':	1 géme šu-gi <sub>4</sub>	0;0.2-ta	(i 12': a-ga-am-me)
cf. iv 8			

B. Lafont – F. Yıldız, *TCT I* no. 790

i 9': 1 géme šu-gi<sub>4</sub> 0;0.2 (géme a-ga-am-me); ii 21': 3 géme šu-gi<sub>4</sub> 0;0.2-ta (géme uš-bar-me), iii 1': [x géme š]u-gi<sub>4</sub> 0;0.2-ta (géme uš-bar IRIx KÁ R<sup>ki</sup>-me), iii 15': 1 géme šu-gi<sub>4</sub> 0;0.2 (géme kíkken-me), v 10': 1 ĝuruš šu-gi<sub>4</sub> [0;0.5?] (lú Na-kab-t[um-me]).

T. Gomi, *ASJ* 2, 21:60 (Š 33 ix)<sup>a</sup> // 18:54 (Š 33 x)<sup>b</sup>

10 géme	0;0.3	lugal(-ta <sup>a</sup> )	1 géme šu-gi <sub>4</sub>	0;0.2
1 dumu	0;0.1.5	sila	2 dumu	0;0.1-ta
še-bi	1;0.5.5	sila gur	še-ba géme-kíkkin <sup>a</sup> (/kíkkin-gibil <sup>b</sup> )	
kisib Šul-é-dù-dù,				
iti mu-šu-du <sup>a</sup> (/amar-a-a-si <sup>b</sup> ), mu Kára-har <sup>ki</sup> a-rá 3-kam-aš ba-ħul.				

But for reasons unknown, an old woman may receive no ration at all:

*TUT 159 = SVS 1/1, 159 Rev. vi 7* (see Maekawa, *ASJ* 2, 105):

šu-nígiñ 1 šu-gi<sub>4</sub> še nu-dab<sub>5</sub> (Obv. iv 18: šu nu *Ma-ma-dan-na-at*)

4. *Rations of female weavers with children of different ages and their elderly janitor in the household of Geme-Lama, nin-diğir priestess of the goddess Ba<sup>2</sup>u.*

An example allowing a little bit more insight into the role of elderly workers is the estate of Geme-Lama, the nin-diğir-priestess of the goddess Ba<sup>2</sup>u,<sup>9</sup> the weavers of which were supervised by a certain Ur-Damu.<sup>10</sup> His seal is rolled on the envelope of one of the documents. This dossier is attested from the year Š 33 onwards. Geme-Lama seems to

<sup>9</sup> See the bead dedicated to Šulšaga by Géme-d<sup>4</sup>Lama published by F.M. Fales, *Prima del Alfabeto* (Venice, 1989) 51 no. 6.

<sup>10</sup> According to BM 12723 (T. Gomi, *Bull. of the Ancient Orient Museum* 2 (1980) 24 (no. 9) he is a brother of Ur-d<sup>4</sup>Ba-ú, who is also distributing barley rations to weavers.

have died during Šulgi's last regnal year or very early in AS 1.<sup>11</sup> In her dossier we also find from Š 42 onwards an old man receiving more than twice the amount of barley an old woman gets. He is employed as a janitor for the female weavers, probably because he was regarded as beyond the years of temptation.

The number of female workers in this group varies considerably over the years whereas that of the old women in the group is relatively constant (working women : old women):

Š 33: 120:5; Š 34: 69:6; Š 38: 124:6; Š 42: 157:4;<sup>12</sup> Š 43: 168:4.

An exceptionally low number of working women occurs in Š 34 and, even more so, in the letter *MVN* 7, 406 = *TCS* 1, 335 which shows a relationship of only 35:4.

This letter is addressed to Lu-igisasa, the clerk disbursing the barley rations to the weavers and (elderly) spinners working at the cloth for the god Ningirsu (see above, Waetzoldt, *UNT* no. 36). He is asked by the sender of this letter, perhaps our Ur-Damu, to "give ...<sup>13</sup> from month ix onwards 20 liters of barley as a loan with interest until he (the addressee) will (be able to) confirm (the rations mentioned) on the ration tablet".

If not all the workers' rations needed confirmation, this could explain the relatively low number of workers mentioned. Otherwise we would have to assume a period of very low employment in Geme-Lama's household at a time near the years Š 42/43 (the number of old women being the same in these years and in the letter).

<sup>11</sup> See the text recording expenditures, seemingly on the occasion of her burial, T. Maeda, *ASJ* 9 (1987) 323ff. no. 1 (Š 47-AS 1 iii).

<sup>12</sup> There is no change in the number of women in the months viii-xi and only a minor change in the number of children: one seems to have advanced from the 10 liter group into the 15 liter group and three seem to be new, most probably newly born (see H. Waetzoldt, in: Powell, *Labor* 132), in the 10 liter group.

<sup>13</sup> E. Sollberger, *TCS* 1, 335:13, reads after collation "g[ur]-a" and translates "let him give him (the sender) 2 bān (barley) interest in the gur" — but *ur<sub>5</sub>-ra* is not the interest but the debt bearing interest; *MVN* 7, 406 has "g[ur]-x"; the copy *ITT* 4, 8010 does not help either. From the context one expects "to each of them" (l[ú 1]-e<sup>1</sup>). A payment of only 2 seahs for each kor, i.e., 84 liters cannot be regarded as monthly ("from month ix onwards") minimum ration for 47 persons (children included).

A. Uchitel, <i>Mycenean and Near-Eastern Economic Archives</i> (thesis Univ. of London 1985)	
No. 4. Š 33 vii	
9 géme	0;1.0 še lugal
7 géme	0;0.5-ta
1,17 géme*	[0;0.4-ta]
24 géme	0;0.3-ta
3 géme	á-1/2 0;0.3-ta
5 géme	šu-gi <sub>4</sub> 0;0.2-ta (uninscribed)
33 dumu	0;0.1.5 sīla
28 dumu	0;0.1
še-bi	18;4.1.5 sīla gur
še-ba géme	uš-bar ugula Ur- <sup>d</sup> Da-mu
iti ezen- <sup>d</sup> Šul-gi	
mu Kára <sup>!</sup> -ħar <sup>ki</sup>	a-rá 2-kam-aš ba-ħul

T. Gomi, <i>ASJ</i> 2, 22:62 Š 34 ii	
14 géme	0;1.0 še lugal
2 géme	0;0.5-ta
43 géme	0;0.4-ta
7 géme	0;0.3-ta
3 géme	á-1/2 0;0.3-ta
6 géme	šu-gi <sub>4</sub> 0;0.2-ta
32 dumu	0;0.1.5 sīla-ta
25 dumu	0;0.1-ta
še-bi	12;3.3 gur
še-ba géme	uš-bar ugula Ur- <sup>d</sup> Da-mu
iti gu <sub>4</sub> -rá-IZI-mú, mu An-ša-an <sup>ki</sup> ba-ħul	
enveloppe, reverse only:	
32 dumu	0;0.1.5 sīla-[ta]
25 dumu	0;0.1-[ta]
še-bi	12;3.3 gur
kišib Ur- <sup>d</sup> Da-mu	
iti gu <sub>4</sub> -rá-IZI-mú, mu [...] b[a-...]	
Seal: Géme- <sup>d</sup> Lama <sup>7</sup> , nin-diğir <sup>d</sup> Ba-ú,	
Ur- <sup>d</sup> Da-[mu], dub-[sar], dumu	
Ur-sa <sub>6</sub> -[x], urdu-zu	

\* 1,17 = 60 + 17

M. Sigrist *SAT* 1, 44 Š 38 xi

8 géme	0;1.0 še lugal-ta
1 géme	0;0.5
1,03 géme*	0;0.4-ta
43 géme	0;0.3-ta
9 géme	á-1/2 0;0.3-ta
6 <géme>	šu-gi <sub>4</sub> 0;0.2-ta
25 dumu	0;0.2-ta
19 dumu	0;0.1.5 sīla-ta
17 dumu	0;0.1-ta
še-bi	18;0.2.5 sīla gur
še-ba géme	uš-bar, ugula Ur- <sup>d</sup> Da-mu,
gíri Nam-mah,	
iti še-KIN-ku <sub>5</sub> ,	
mu ús-sa bád ma-da ba-dú	

T. Gomi, *ASJ* 3, 152:108 Š 42

viii-x

18 géme	0;0.5 še lugal-ta
2,14 géme*	0;0.3-ta
5 géme	á-1/2 0;0.3-ta
4 géme	šu-gi <sub>4</sub> 0;0.2-ta
19 dumu	0;0.2-ta
25 dumu	0;0.1.5 sīla-ta
41 dumu	0;0.1-ta
1 ġuruš šu-gi <sub>4</sub>	0;0.5
še-bi	21;1.0.5 sīla gur
iti 1-kam iti 3-še	
šu-níğin	1,03;3.1.5 sīla gur
še-ba géme	uš-bar, ugula Ur- <sup>d</sup> Da-mu,
iti ezen- <sup>d</sup> Ba-ú-ta, iti amar-a-a-si-še,	
mu Ša-aš-ru-um <sup>ki</sup> ba-ħul	

## M. Sigrist SAT 1, 276 Š 42 xi

18	géme	0;0.5 še lugal <-ta>
2,14	géme	0;0.3-ta lugal
5	géme á <sup>1/2</sup>	0;0.3-ta
4	géme šu-gi <sub>4</sub>	0;0.2-ta
19	dumu	0;0.2-ta
25	dumu	0;0.1.5 sìla-ta
43	dumu	0;0.1-ta
	1 ġurus šu-gi <sub>4</sub> l-du <sub>8</sub>	0;0.5
	še-bi	1;1.2.5 sìla gur
	še-ba géme uš-bar, ugula Ur- <sup>d</sup> Da-mu,	
	iti še-KIN-ku <sub>5</sub>	
	mu Ša-aš-ru-um <sup>ki</sup> ba-ḥul	

## M. Sigrist SAT 1, 277 Š 43 xi

19	géme	0;0.5 še lugal-ta
2,24	géme	0;0.3-ta lugal
5	géme á <sup>1/2</sup>	0;0.3-ta
4	géme šu-gi <sub>4</sub>	0;0.2-ta
15	dumu	0;0.2-ta
26	dumu	0;0.1.5 sìla-ta
30	dumu	0;0.1-ta
1	ġurus <sup>14</sup> l-du <sub>8</sub>	0;0.5
	še-bi	21;4.5 gur
	še-ba géme uš-bar, ugula Ur- <sup>d</sup> Da-mu,	
	iti še-KIN-ku <sub>5</sub>	
	mu en <sup>d</sup> Nanna maš-e l-pà	

\* 1,03 = 60 + 3; 2,14 = 2 × 60 + 14; 2,24 = 2 × 60 + 24

## MVN 7, 406 = TCS 1, 335

20	géme	0;03 še lugal-
		-ta
15	géme á <sup>1/2</sup>	0;0.3!-[ta] <sup>15</sup>
3	dumu	0;0.2-ta
1	dumu	0;0.1.5 sìla
		{-ta}
3	dumu	0;0.1-ta
4	géme šu-gi <sub>4</sub>	0;0.2-ta
1	ġurus šu-gi <sub>4</sub> l-du <sub>8</sub>	0;0.3 <sup>16</sup>
	še-bi	4;1.0.5 sìla gur
	Lú-igi-sa <sub>6</sub> -sa <sub>6</sub> -ra, ù-na-a-du <sub>11</sub> , en-na	
	im še-ba-a l-fb-gi-né, iti munu <sub>4</sub> -kú-ta,	
	'x <sup>1</sup> [x] 'x <sup>1</sup> 0;0.2 ur <sub>5</sub> -ra	
	hé-na-ab-sum-mu	

(f./m. w. = female/male workers)

"20	f.w.	at 30 l of
		barley each,
15	f.w., half work,	at 30 l each,
3	children	at 20 l each,
1	child	at 15 l {each},
3	children	at 10 l each,
4	old f.w.	at 20 l each,
1	old m.w., janitor	at 30 <sup>7</sup> l; their barley is 4 kor, 1 bariga, 5 liters.

Tell Lu-igisasa:

Until he will (be able to) confirm it  
on the ration tablet, may he give him  
(= the sender) from month ix  
onwards ... 20 liters as a loan bearing  
interest."

<sup>14</sup> Is šu-gi<sub>4</sub> omitted accidentally or is it an optional classification in this type of ration lists?

<sup>15</sup> E. Sollberger, in TCS 1, followed by G. Pettinato, S. Picchioni, in MVN 7, reads "dab<sub>5</sub>-[ba]".

<sup>16</sup> Thus copy and both transcriptions. A graphical or reading error for 0;0.5 "5 seah = 50 liters" (i.e., two small parallel wedges after the vertical either missing or their heads embedded and hidden in the vertical wedge) seems plausible.

## 5. Standard rations for old men

We have seen the elderly janitor receiving the same monthly 50 liters of barley through the years (*SAT* 1, 276, 277) and this seems to be the normal ration for elderly male workers. Thus the "wage list" T. Fish, *CST* pl. xvii-xviii, lists 4 old men among the personnel (*gir-sè-ga*) in Ba-ba-az<sup>16</sup>, one of them (v 7, ix 31) in the šà sahar-ra-group ("earthworker") and 3 others employed as "janitors" (vi 8-9, 16<sup>7</sup>; xi 10,14). They receive a monthly barley ration of 50 liters each (xii 21). Similarly, the ration list N. Schneider, *OrSP* 47-49, 483<sup>17</sup>, mentions among the personnel of the "house of cattle fattening" (line "105") 3 old men and a fourth one with the profession rá-gaba a "messenger" (lit. "driver"), the four of them belonging to the un-íl-group of workers (lines "71-72") receiving 50 liters of barley. They reoccur in the summary (line "95") as 3 dumu-gi<sub>7</sub> šu-gi<sub>4</sub> 0;0.5 1 tûg-ta "3 free born old men at (the rate) of 50 liters and 1 garment/cloth each" and (line "99-100") as 1 šu un 0;0.5 1 tûg rá-gaba i-dug "1 old un-íl-worker (at the rate) of 50 liters and 1 garment/cloth, messenger, janitor", where "messenger" may have been his old profession and "janitor" his present employment. There may have been a tendency to use old men as janitors.<sup>18</sup>

Other than with women, one can observe different wages for men marked šu-gi<sub>4</sub>: in several texts the monthly rate is only 40 liters.<sup>19</sup> In some cases exact amounts are not mentioned.<sup>20</sup>

<sup>17</sup> See M. Sigrist, *RA* 73 (1979) 111 ff., and the collations of H. Waetzoldt, *OrAnt* 17 (1978) 54.

<sup>18</sup> The same source names other old men belonging to the éren-group of workers, one a cattle-herder with no ration mentioned (lines "63 / 88-89") and a goldsmith who, again, gets 50 liters (lines "80-81") but appear in the summary (line "91") as 3 šu g uru š 0;0.3 1 tûg-ta "3 old men, g uru š-workers at 30 liters and a garment/cloth each". In addition, this text quotes another old man from the un-íl-group among the personnel of the "house of sheep fattening" (line "61") at the rate of 50 liters and a garment / cloth (lines "16-17") who according to H. Waetzoldt's collation of the summary (line "54") receives only 40 liters and a garment/cloth.

<sup>19</sup> See, e.g., *TUT* 154 = *SVS* 1/1, 154 Rs. iv 25 in Total (AS 2)

šu-nígin 1 g uru š šu-gi<sub>4</sub> 0;0.4 (cf. obverse iv 18: šu 0;0.4 <sup>4</sup>Inana-ka lú-geštin "wine worker").

6. *Old men as heads of their families in texts about fishermen, bird catchers, foresters and other groups of workers*

6.1. *éren- and un-íl-workers*

The 2 old éren-workers in *YOS* 4, 232: i "4" and "16" (and summary iv "123") are without a ration and of the 2 old un-íl-workers in the same text, one (iv "94") gets a ration of 40 liters and a cloth/garment, the other (ii "44") stays without rations, and the summary, left edge ii 1, does not mention their rations at all.

Strange as this looks at first sight, there seems to be a rationale for this. The text does not name the institution to which the men enumerated belong — it has to be a temple — but we learn from it that they were under the supervision of an ugula "supervisor" and that most of them were taken in charge by other (supervisors) and transferred to the šà-gu<sub>4</sub> "ox-drivers". The relevant passages are:

i 4-7	šu Lugal-unken-né Éš,	Nir-ğál ga-íl <sup>d</sup> Amar- <sup>d</sup> Su <sup>2</sup> en Éš, <sup>°1</sup> <sup>21</sup> Ab- ba-gi-na dumu-ni-me.
i 16-20	šu Ur-Niğin-ğar,	<sup>1 1/2</sup> * GÁNA Lú- <sup>d</sup> Nin-subura, <sup>1 1/2</sup> * GÁNA Ur-ab-zu, <sup>°1</sup> ab Inim- <sup>d</sup> Şára, dumu-ni-me.
ii 44-49	šu un Ur-Zabalam <sup>ki</sup>	<sup>1</sup> * 0;1.1.5 4 un Lú-kal-la, <sup>°1</sup> 0;0.4 túg Ur-É-an-na, <sup>°1</sup> 0;0.3 túg <sup>d</sup> Şára-kam, 1 0;0.2 2 Lugal-an-né, dumu Ur-Zabalam <sup>ki</sup> - me.

M. Sigrist, *SAT* 1, 436 iv 65-72 AS 4, Totals (š. = šu-niğin):

š. 30 ğuruš	0;1.0 4 ma-na-ta,	š. 5 ğuruš	0;0.5	1 túg-ta,
š. 4 ğuruš	0;0.4 1 túg-ta,	š. 4 ğuruš	0;0.3	1 túg-ta,
š. 3 dumu	0;0.2 2 ma-na-ta,	š. 6 dumu	0;0.1.5 sila	<sup>1 1/2</sup> ma-na-ta,
š. 2 ğuruš šu-gi <sub>4</sub>	0;0.4 1 túg-ta ...			

še-ba siki-[ba túg-ba], lú mar-sa-me "they are ship builders", šà Gú-ab-ba "in Gu'aba".

(i 1: šu 0;0.4 1 túg Ur-Niğin-ğar; ii 45: šu 0;0.4 1 túg Gu-du).

<sup>20</sup> Compare *TUT* 101 ii 5-8: 1;3.2 gur, še-ba á kurum<sub>7</sub>-ma e<sub>11</sub>-da un-íl, ù un-íl šu-gi<sub>4</sub> "1 kor and 200 liters, barley rations for un-íl-workers and old un-íl-workers, come up at the work inspected"; N. Schneider, *OrSP* 18 (1925) no. 24 iv "99-100": 0;4.5 še-ba aga-uš ù šu-gi<sub>4</sub> "290 liters barley rations (for) the gendarmes and the elderly", "and" is perhaps to be understood as "including (the elderly ones)".

<sup>21</sup> I follow here the modus of transcription for numerals proposed by B. Lafont, in *TCT* I 9: <sup>1 1/2</sup>\* (round number), <sup>°1</sup> (horizontal wedge) 1 (vertical wedge); but see Lafont's copy of no. 736 iii 16 which shows "<sup>1 1/2</sup>\*" as a cuneiform MAŞ with a very wide vertical wedge.

iv 94.95 šu 0;0.4 tūg un Lú-ib-gal 1 0;0.1.5 1 $\frac{1}{2}$  Ur-<sup>d</sup>-Iskur dumu-ni.

It is immediately evident that none of these four old men occurs alone; all are followed by their sons. The first two belong to the group of éren-workers receiving their support from tenant (/subsistence) fields, here referred to by GÁNA.

The case of Ur-Niğinḡar seems clear: the family tenant field is divided between two of his sons; he himself does no longer work on it, but we may expect that his sons support him with its products. The third son is qualified as ab, according to the summary (iv "118") this is abbreviated for ab- $\text{fl}$ , a term for which W. Sallaberger, ZA 84 (1994) 306, suggested the meaning "der den Vater erhält" (parallel to ama- $\text{fl}$  in *YOS* 18, 115) but which may perhaps be translated as "father-supported" receiving support not from the employer but from his family, i.e., the father.<sup>22</sup>

There is no field mentioned for Lugal-unkene. He and his son, Amar-suena's milk bearer Nirḡal, are qualified by a word written ÉŠ, perhaps an abbreviation for é-ÉŠ "prison",<sup>23</sup> which could explain why there is no counting wedge in front of the latter's name. The other son is obviously still small and belongs to the group of the dumu-nítá diri "additional male children" (iv "119"); his support is unclear to me.

<sup>22</sup> I assume it to rather mean "supported by his father" as there are no means of support mentioned in the text. He could be a grandson of Ur-Niğinḡar. Cf. also below, 1.6.2: *TCT I*, 736 i 15; i 23 and in the same text iii 21; iv 14; 31,  ${}^{\circ}1$  ab PN (appearing in the summary v 28 as  ${}^{\circ}5$  du mu-nítá, counted separately from the other  ${}^{\circ}15$  male children" in v 30) and *ibid.* iii 32 and vi 21  ${}^{\circ}1$  ama PN (in the summaries v 29 and vii 26 counted as  ${}^{\circ}1$  ama dumu-nítá each). Numbers with persons qualified as a b(-fl) or ama(-fl) seem to be written throughout with horizontal wedges; see also the references quoted by M. Sigrist, *RA* 74 (1980) 25f. (*SET* 252 iii 2 does not differentiate between different writings of numbers; in *YOS* 4, 276: 5 read s aḡ-niḡ-ga-ra-ke<sub>4</sub> b a-ab-fl), and the occurrences in *YOS* 18, 115 (listed in the glossary on p. 38). The same writing occurs in *BCT* 288 rev. ii' 14; iii' 36 and in *TUT* 161 (corrections of *SVS* 1 / 1, 161 marked by exclamation marks) iv 2-7; 16-24 which I propose to restore as:

[šu/úš D]a-gi,	[úš] Ur-mes, 1 $\frac{1}{2}$ * Šeš-kal-la dumu-ni, 1 $\frac{1}{2}$ * Urdu-ḡu <sub>10</sub> , ${}^{\circ}1$ ab Ur- eš-fl-l-a, dumu Da-gi<-me>...
úš Si-dù	1 $\frac{1}{2}$ * Ab-ba-kal-la ugula, ${}^{\circ}1$ Lú- <sup>d</sup> Nin-MAR.KI, 1 $\frac{1}{2}$ * Igi-an-na- ke <sub>4</sub> -zu, dumu-ni-me ugula l-dabs, ${}^{\circ}1$ ! Lugal <sup>!</sup> -an-dùl, ${}^{\circ}1$ Ur-mes, ${}^{\circ}1$ ama Ur-ḡiḡigir, dumu Si-dù-me.

In *YOS* 4, 21 i 1; 12; iv 99 read kuruš da.

<sup>23</sup> See B. Alster, etc., in: *FS Sjöberg* 9-10; P. Steinkeller, *AuOr* 9 / 1-2 (1991) (= *Studies in Honor of Miguel Civil*) 227 ff.; M. Civil, in: *FS Hallo* 75.

The first of Ur-Zabalam's sons gets the highest ration (in this text) for a grown up un-*fl*-worker whereas his younger brothers receive smaller amounts in a decreasing series. Ur-Zabalam is obviously supported by his sons.

Finally, Lu-Ibgal has only one son, and this son is given the ration of a 5-10 year old child.<sup>24</sup> Lu-Ibgal therefore cannot draw support from a working son and has to be fed and clothed by the institution he serves. This could be a case of social support for an old man who is still in the work force.

It seems evident that on reaching "old age" workers with a tenant (/subsistence) field passed this field on to their sons and were supported by them, and workers relying on rations handed over their position as able-bodied workman to their sons and received support from them in return. One may expect that they continued working on a less strenuous basis.

### 6.2. *Fishermen and birdcatchers*

The inspection (*kurum* *7 ak*) list *TCT I*, 736 (ŠS 1 xii) is structured like the "old man" passages of the *éren* and *un-íl*-text discussed in 6.1 and enumerates a great number of old men and their children,<sup>25</sup> according to the subscript (vii 32-33): "...-fishermen and bird-catchers of *u<sub>5</sub>*-birds" under the supervision of the Ur III-state's chancellor (*su kk al- maḥ*) Urdu-Nanna. One among the workers may belong to the *un-íl*-group.

The text lists persons in sections headed by men marked *šu* "old" and after each old man his sons and grandsons, many of whom are already dead (*úš*). This structure very clearly demonstrates that the "old man" is the head of the group. The list begins as follows:

<sup>24</sup> H. Waetzoldt, in: Powell, *Labor* 133.

<sup>25</sup> i 1: *šu Ur-<sup>d</sup>Lama*, i 13: *šu Ur-é-kù-ga*, i 18: *šu An-né-ba-ab-du<sub>7</sub>*, i 26: *šu Lú-<sup>d</sup>Na-rú-a*, ii 4: *šu Lú-gu-la*, ii 11: *šu L[ú-<sup>d</sup>]Utu*, ii 17: *šu Ur-lugal*, ii 28: *šu Hé-ğál-gú-ba*, ii 32: *šu Ur-<sup>d</sup>Şákan*, iii 1: *šu U<sub>4</sub>-ne-níğ-s[*a<sub>6</sub>-ga*]*, iii 4: *šu Lú-<sup>d</sup>İnana*, iii 18: *šu Lú-<sup>d</sup>Nanše*, iii 34: *šu Lugal-nanga*, iv 11: *šu KA-<sup>d</sup>İnana*, iv 16: *šu Nam-iri-na*, iv 24: *šu Ur-<sup>d</sup>Nu-muş-da*, v 6: *šu Ur-<sup>d</sup>İstaran*, vi 1-2: *šu-níğin 15 ğuruş šu-gi<sub>4</sub>, šu-ku<sub>6</sub> DUN-me*; (beside 40 men (type  $1/2^*$ ) and 36 sons of different groups).

vii 6: *šu İ-DU.DU-a*, vii 15: *šu É-níğ-*fl**, vii 19: *šu Iri-ki-bé*; vii 29: *šu-níğin 3 ğuruş šu-gi<sub>4</sub>, muşen-dù u<sub>5</sub><sup>musen</sup>-me*; (beside 11 men (type  $1/2^*$ ) and 14 sons of different groups).

i 1.9	šu Ur- <sup>d</sup> Lama,	úš Lú- <sup>d</sup> Na-rú-a, 1 Ab-ba-ḡu <sup>10</sup> dumu-ni, úš Ur-si-ḡar-eden-ka, úš Ab-ba-gi-na
1 10		1* Ur- <sup>d</sup> ḡi-nun-na ugula, °1 Lú- <sup>d</sup> Nin-šubura, úš Lú-Nina ki-še, dumu-ni-me [°1] un 'Urdu- <sup>d</sup> [Nu]-'muš-da <sup>1</sup> ?, {erasure}-ta, ugula 1-dab <sub>5</sub> .
i 13-17	šu Ur-é-kù-ga,	úš Lugal-Ka-gi-na, °1 ab Lú-É-an-ka, dumu-ni- me, ugula <sup>26</sup> -ta.
i 18-25	šu An-né-ba-ab-du <sub>7</sub> ,	1 <sup>1/2</sup> * Lú- <sup>d</sup> Na-rú-a, 1 Lú-é-kar-re dumu-ni, 1 <sup>1/2</sup> * Ur- <sup>d</sup> Lama, 1 Ur- <sup>d</sup> Šul-pa-ē dumu-ni, °1 ab Ur- <sup>d</sup> Nin- <i>&lt;ḡiš&gt;</i> -zi-da, 1 Lú- <sup>d</sup> Nin- MAR.KI dumu-ni, dumu-ni-me, etc.

According to the subscript to the list of fishermen, the first group led by "old man" Ur-Lama was taken in charge by the supervisor (ugula), i.e., Ur-ḡi-nun-na of line 6, who is the eldest surviving son of Urlama. (Abbaḡu was a son of the already dead Lu-Naru<sup>2a</sup>.) The rest of the fishermen is, it seems, not working under a supervisor at the time of inspection. The numbers refer to different statuses related to age groups and most probably to the rations they were entitled to receive:

v 21-26	šu-nígiñ 1* ḡuruš ugula, šu-nígiñ °1 šeš-[tab]-ba, šu-nígiñ °1 dumu- [nítá], šu-nígiñ 1 dumu-nítá, šu-nígiñ 1 ḡuruš šu-g[i4], ugula 1-dab <sub>5</sub>
v 27-vi 2	šu-nígiñ 40 ḡuruš 1 <sup>1/2</sup> *, šu-nígiñ °5 dumu-nítá, šu-nígiñ °1 ama dumu-nítá, šu-nígiñ °15 dumu-nítá, šu-nígiñ 25 dumu nítá, šu-nígiñ 15 ḡuruš šu-gi <sub>4</sub> , (-), šu-ku <sub>6</sub> DUN-me

"Total: 1\* male worker, supervisor, total: °1 substitute(?), total: °1 son (= male child), total: 1 male child, total: 1 old male worker, the supervisor took in charge.

Total: 40 male workers, 1<sup>1/2</sup>\* work, total: °5 sons (= male children), total: °1 mother supported son (= male child), total: °15 sons (= male children), total: 25 male children, total 15 old male workers. They are ...-fishermen."

### 6.3. *Elderly men in forester texts, active life span, period of status "elderly"*

P. Steinkeller, in Powell *Labor* 107ff., drew attention to, and treated, the "forester text" from Umma, *OrSP* 47-49 (1939), no. 382<sup>27</sup>, dating from

<sup>26</sup> Should one read 0;0.2-ta "at the rate of 20 liters"?

<sup>27</sup> See the collations by H. Waetzoldt, *OrAnt* 17, 49.

the year AS 8, month xii (here corrected according to the new parallel below). This text, again, shows the same structure as those discussed above:

i 1-5	úš Ur-TAR.LUH,	1* GÁNA É-úr-bi-du <sub>10</sub> ugula, °1 GÁNA Gíri-ni- <sub>1</sub> -sa <sub>6</sub> , {erased: šeš tab-ba}, dumu-ni-me.
i 6-9		1* GÁNA Ur- <sup>d</sup> Geštin-an-ka, 1 Ur- <sup>d</sup> Sukkal-an-ka <sup>1</sup> , dumu-ni-me, tir Ki-sur-ra 1-dab <sub>5</sub> .
i 10-11		1* 0;1.1.5 4 un Du <sub>11</sub> -ga-ni, tir Šu-na-mu-gi <sub>4</sub> 1-dab <sub>5</sub> .
i 12-14		1* GÁNA KA- <sup>d</sup> Šára, 1 Lugal-KA-gi-na dumu-ni, tir A-kun-NE 1-dab <sub>5</sub> .
i 15-17	šu Ur-ab-ba,	1* GÁNA Lú- <sup>d</sup> Šára dumu-ni, tir Ka-ma-rí <sup>ki</sup> 1-dab <sub>5</sub> .
i 18-24	úš Lugal-iti <sup>1</sup> -da,	1* GÁNA Lú-gi-na, 1 A- <i>hu</i> -ba- <i>qar</i> , 1 Lú- <sup>d</sup> Šára, 1 A-tá-na- <i>ah</i> , dumu-ni-me, 'tir <sup>1</sup> a-šá Ám-rí 1-dab <sub>5</sub> , etc.

Recently, W. Sallaberger, *BiOr* 49 (1994) 545, pointed out the parallel document *BCT* 2, 288 (AS 6 xii), written 2 years earlier, and the differences between these two sources.

i 1-4	šu Ur-TAR.LUH,	1* GÁNA É-úr-bi-du <sub>10</sub> ugula, °1 Gíri-ni-ì-sa <sub>6</sub> , dumu-ni-me.
i 5-8		1* GÁNA Ur- <sup>d</sup> Geštin-an-ka, 1 Ur- <sup>d</sup> Sukkal-an-ka dumu-ni,
i 9		1* 0;1.1.5 4 un Du <sub>11</sub> -ga-ni
i 10-11	šu Ur-ab-ba,	1* GÁNA KA- <sup>d</sup> Šára, 1 Lugal- KA-gi-na dumu-ni.
i 12-17	šu Lugal-iti-da,	1* GÁNA Lú- <sup>d</sup> Šára dumu-ni. 1* GÁNA Lú-gi-na, 1 A- <i>hu</i> -ba- <i>qar</i> , 1 Lú- <sup>d</sup> Šára, 1 A- <i>tá-na-ah</i> dumu-ni-me, etc.

Ur-TAR.LUH is attested as a forester from the year Šulgi 34 onwards, i.e., from the earliest forester-document onwards. Therefore he seems to have worked for at least 21 years until month viii of AS 6 (Steinkeller, *op. cit.*, p. 107 no. 33-34), after which month he was labeled "old".<sup>28</sup> But he is still active in the following year: *MVN* 10, 230 vii 17; ix 2 (see Steinkeller, *op. cit.*, p. 112 no. 52) records wooden objects handed over

<sup>28</sup> To year AS 6 (no month given) also belongs the document E. Szlechter, RA 59 (1965) 147: FMEO 14 recording 11 rungs for a ladder for the dead king Urnammu's libation place (k i a n a ġ) received by Agu from Ur-TAR.LUH, relating to the same transaction as the one recorded in MVN 10.230 iii 6-8 (Steinkeller, o.c. no. 52).

by him in AS 7. In the next year he is recorded as dead (úš). Lugal-itida, another "old man" of AS 6, is dead in AS 8, too.

*7. The social aspect: a childless old man and widows with children*

By giving rations for newly born children of working women of mills or wool mills the state assumes obligations towards people unable to support themselves, obligations one might consider as social benefits. However, one may also regard them as a sound investment in the present and future labour force. The ration paid to an old man whose child is still too young to support him (above 6.1) may be seen as a remuneration for work performed by this old man who is still a member of the labour force, since he was part of a group headed by an ugula.

In the balanced account of workers Englund, *Fischerei* 71ff.: *CT* 9, 46: BM 21348), one finds the following entries:

- ii 12-16 u<sub>4</sub> 30 ama Ur-mes, u<sub>4</sub> 30 ama É-ki-bi, u<sub>4</sub> 30 ama Lú-ÉREN-fl-la, á-bi 1,30 ġuruš u<sub>4</sub> 1-šē, ama dumu 3-me.
- ii 17-18 u<sub>4</sub> 37<sup>1</sup>/<sub>2</sub> Ur-sa<sub>6</sub>-ga, šu-gi<sub>4</sub> dumu nu-tuku.
- iv 4-5 šu-nígin 1,30 ġuruš u<sub>4</sub> 1-šē, ama dumu 3-me.
- iv 6-7 šu-nígin 37<sup>1</sup>/<sub>2</sub> ġuruš u<sub>4</sub> 1-šē, šu-gi<sub>4</sub> dumu nu-tuku.

"30 days the mother(-supported?) Ur-mes, 30 days the mother(-supported?) Ekibi, 30 days the mother(-supported?) L. Their work/wages are 90 man days. They are 3 mother(-supported) children.<sup>29</sup>

37<sup>1</sup>/<sub>2</sub> (man) days Ur-saga, an old (man) without son." ...

"Total: 90 man days — they are 3 mother(-supported?) children.

Total 37<sup>1</sup>/<sub>2</sub> man days — an old man without children."

This is an account of available and "spent" man days over 5 months. However, the two entries about the 3 mother(-supported) children — if correctly understood (see note 29) — and about the childless old man also concern the remuneration of the workforce. The 3 children still in the care of their mothers seem to be too young to perform the work ex-

<sup>29</sup> Englund, *Fischerei* 72 with footnote 243, translates "es sind Mütter dreier(/von drei) Kleinen". Because of the three named children, a translation "they are mothers of three children" seems excluded. Beside D.O. Edzard's reservations regarding the absence of the plural marking in the attribute, the position of the numeral makes me very hesitant in translating this term. I also do not understand the entry ama dumu 3 qualifying male names — as it seems — in *TCTI* no. 896. The persons so marked have only a third of the work load of other men. No. 914, 11; 18 is equally unclear to me. Neither do I understand *TÉL* 33 (not available to me) transliterated by Englund in footnote 243.

pected of their fathers, no doubt already deceased. They are each counted for one month only, i.e., for  $1/5$  of the period accounted for. Thus they, or their mothers for them, receive a monthly ration (assuming an average rate of 1 bariga = 60 liters per man and month) of 1 seah and 2 liters (i.e., 12 liters) of barley, i.e., 2 liters more than the lowest child ration (for babies and small children up to 5 years of age) in the weaver and miller texts. The old man is counted for  $37 \frac{1}{2}$  days which is exactly  $1/4$  of the period. This results in 1 seah and 5 liters per month corresponding to the rations of weaned children. If this old man had children, he would doubtless have remained without any public support. Since he receives remarkably less than old men who are still members of the work force, one may assume that he was no longer able to work.

Another small text records monthly rations of 30 liters over a period of three months (x to xii) to a mother of 5 children: T. Gomi, *Bull. of the Ancient Orient Museum* 2 (1980) no. 26.<sup>30</sup>

{erasure} Še lugal, Lú-<sup>d</sup>Nin-DAR-a,  
0;0.3 Géme-É-an-na, nu-ma-su, ama dumu-5, iti Amar-a-a-si-ta, iti Še-íl-la-  
Še, Ga-a 1-dab<sub>5</sub>,  
zi-ga Ur-<sup>d</sup>Nanše, mu Ur-bí-lum<sup>ki</sup> ba-ḥul.  
“(Erased amount of) barley in the royal measure (for) Lu-Nin-DAR-a,  
30 liters (for) Géme-E<sup>2</sup>ana, widow, mother of 5 children (?), from month x  
to xii Ga<sup>2</sup>a received.  
Withdrawal from (the account of) Ur-Nanše. Year AS 2.”

## II. THE PRIVATE SECTOR

### 1. A Fāra period gift of a house to the parents

The earliest case of provisions for the old age known to me is recorded in two Fāra period house sale documents of unknown provenance,<sup>31</sup> MVN 10, 82-83, in the clause about a bequest of part of the house bought for the parents of the buyer.<sup>32</sup> Both documents clearly deal with the same

<sup>30</sup> Transcription, no copy. Available to me only in the xerox copy of M. Sigrist, *Ur III Texte, verstreute Publikationen aus Zeitschriften* (Berlin, 1989) no. 2656.

<sup>31</sup> See C. WILCKE in ZA 86 (1996) 13: 2.3.2.3.3 with note 38.

<sup>32</sup> In ZA 86 (1996) 34 (3.3.2 with footnote 76) I assumed that É-DU.TUKU might be a personal name. But such a name is not attested in F. Pomponio, *Prosopografia dei testi presargonici di Fara* (= *Studi Semitici Nuova Serie* 3 [Roma, 1987]). Therefore, and

house although the editor, J.-P. Grégoire, is of a different opinion.<sup>33</sup> There are only slight variations in the gift section, in the commodities meant for the festive conclusion of the transaction, given to the three sellers<sup>34</sup> (recipients of the price for the house and for its additional qualities), and in the list of witnesses.<sup>35</sup> The sellers, buyer, size of the house sold and its location, price, officials involved and all witnesses (but for one in each document), the object and the recipient<sup>36</sup> of the bequest are identical. The wording of the clauses in question and – perhaps – the orthography are somewhat unusual.

There is no conclusive evidence as to which of the two documents is the preliminary one (or draft) and which is the record of the final contract – they could even both be preliminary. One might, perhaps, argue that the text listing a smaller number of commodity types and, at the same time doubling the amount of barley in the gift-section is the final one, since part of the barley may be given as compensation for some of the

especially in the light of the document M. Lambert, 'Grand document juridique' (*RA* 73, 1979, 1ff.) section I/J (quoted below 2.2) and of the Ur III text *HLC* III (1914) pl. 149 no. 391, 16 mentioning a *šišk* *iri*<sub>6</sub> *sağ-rig*<sub>7</sub> *dam* *sağā*<sup>4</sup> *Nin-MAR.KI* "a garden of the wife of the temple administrator of the goddess Nin-MAR.KI, (given to her as a marital<sup>2</sup>) gift", both of which remind us of OB *šeriktu*, I now follow I.J. Gelb, P. Steinkeller and R.M. Whiting, *ELTS* plate 118, in reading *é* *rig*<sub>x</sub> (*TUKU.DU*) and translate this as "house given as a gift". But this poses new problems for the etymology of *sağ*—*rig*<sub>7/9</sub> = *šarākum*, as it would be difficult to assume the dropping of the first (nominal) part in a compound verb at so early a time, even more so if it were a loanword.

<sup>33</sup> J.-P. Grégoire, notes in *MVN* 10 p. 34 to no. 82: "Noter que dans le document N° 83 *Nam-mah(a)-ni* apparaît comme l'acquéreur d'une autre immeuble ayant la même surface" and to no. 83: "Noter que les N° 82 et 83 ne sont pas des duplicita, mais représentent deux contrats différents concernant l'acquisition de deux immeubles différents."

<sup>34</sup> The amount of barley given als a gift in no. 83 is double that of no. 82. But there are 10 cakes (20 %) and one liter of oil (50 %) less in no 83, and no. 82 knows of additional 2 pounds of wool and 2 additional garments. The value of commodities contracted in no. 82 is therefore higher than that of no. 83.

<sup>35</sup> Differences in the wording of the two documents are marked by italics. Each text names one witness whom the other one has not and there may be an additional father's or profession name. The sequence of the witnesses varies. Other (e.g., orthographical) differences seem to be of less importance.

<sup>36</sup> The mention of the mother in no. 83 (where the bequest is formulated more explicitly and has a special clause to exclude later changes of the donation by the donor) is, it seems, optional as the dative singular in *l-na-ba* "he gave to him as a gift" shows.

commodities (clothing <sup>37</sup>) contracted earlier, and the sellers agree to smaller amounts of oil and cakes. Prices normally drop in the course of negotiations.

*MVN 10, 82:*

- (i) 2 kù luḥ-ḥa gín,  
sam<sub>x</sub>(NÍNDAXŠE) é, 2 lá 10 gín šar  
é-bi, 2 kù luḥ-ḥa gín, nīg-diri, 0;3.0  
še, (ii) nīg-ba, <sup>1</sup> 2<sup>1</sup> siki ma-na, túg, <sup>1</sup> 2<sup>1</sup>  
TÚG.ME.ĞÁL, 0;0.4 še ninda, 50  
gúg, 5 kúr tu<sub>7</sub>, 5 kúr NÍĞINxHA.A,  
2 1̄ sīla (iii) Ur-KIN-nir, Ur-<sup>d</sup>Inana,  
GAN-<sup>d</sup>Gú-lá, lú sam<sub>x</sub> kú,  
0;0.2 še, 10 ninda, 10 gúg, 1 kúr  
tu<sub>7</sub>, 1 kúr NÍĞINxHA.A, (iv) É-sig-  
ta-ki-du<sub>10</sub>,  
<sup>1</sup>Sağ:AN-tuku, engar, <sup>1</sup>Ur-<sup>d</sup>En-ki,  
<sup>1</sup>Mu-ni-ÙRI, dub-sar, <sup>1</sup>Da-da, engar,  
(v) <sup>1</sup>Lugal-ÙRI, dumu, Lugal-ğeštu  
lunga, <sup>1</sup>Lugal-Utu, dumu Utu-mu-  
kúš, ad-kid, <sup>1</sup>lú Sağ:nin<sup>2</sup>-tuku, (vi)  
<sup>1</sup>Lugal-me-gal-gal, <sup>1</sup>Ur-<sup>d</sup>En-lfl,  
<sup>1</sup>Lugal-zi-şā-ğál, nu-kiri<sub>6</sub>, lú ki-inim,  
1 urudu ma-na, 10 ninda, (vii) 10  
gúg, 2 kúr tu<sub>7</sub>, 2 kúr NÍĞINxHA.A,  
Amar-ku<sub>6</sub>-a, um-mi-a, lú é eš gar,  
<sup>1</sup>/2 šar é, é DU:TUKU, Abzu-ir-  
nun, an-na-sum.
- (viii) Nam-maḥ-ni, nu-kiri<sub>6</sub>, <sup>d</sup>Nin-  
ğidri, lú é sa<sub>10</sub>,  
bala, Maš-<sup>d</sup>Sùd, ğis̄má KA.

*MVN 10, 83:*

- (i) 2 kù luḥ-ḥa gín,  
sam<sub>x</sub>(NÍNDAXŠE) é, 2 lá 10 šar é-bi,  
2 kù gín, nīg-diri, 1;2.0 še lld-ga, (ii)  
nīg-ba, 0;0.4 še ninda, 40 gúg, 5 kúr  
tu<sub>7</sub>, 5 kúr NÍĞINxHA, 1 1̄ sīla, Ur-  
KIN-nir, Ur-<sup>d</sup>Inana, GAN-<sup>d</sup>Gú-lá,  
(iii) lú sam<sub>x</sub> kú,  
0;0.2 še, 10 ninda, 10 gúg, 2 kúr  
tu<sub>7</sub>, 1 kúr NÍĞINxHA, É-sig-ta-ki-  
du<sub>10</sub>,  
<sup>1</sup>Sağ:AN-tuku, engar, <sup>1</sup>Lugal-ÙRI,  
(iv) dumu, Lugal-ğeštu lunga, <sup>1</sup>Da-da,  
engar, <sup>1</sup>Lugal-Utu, dumu Utu-mu-  
kúš, <sup>1</sup>Lugal-me-gal-gal, (v) dumu,  
<sup>1</sup>Ur-<sup>d</sup>En-ki, <sup>1</sup>Ur-<sup>d</sup>En-lfl <sup>1</sup>Lugal-zi-şā-  
ğál, nu-kiri<sub>6</sub>, <sup>1</sup>Mu-ni-ÙRI, <sup>1</sup>Ur-<sup>d</sup>En-  
ki, (vi) <sup>1</sup>Ğissu-şē, dub-sar, lú ki-inim,  
1 urudu ma-na, 10 ninda, 10 gúg, 2  
kúr tu<sub>7</sub>, 2 kúr NÍĞINxHA, Amar-  
ku<sub>6</sub>-a, um-mi-a, (vii) lú é eš gar,  
<sup>1</sup>/2 šar é, Abzu-ir-nun, ad-da-ni,  
ama-ni, 1̄-na-ba, é DU:TUKU, inim-  
ba šu nu-bala.
- (viii) Nam-maḥ-ni, nu-kiri<sub>6</sub>, <sup>d</sup>Nin-  
ğidri, lú é sa<sub>10</sub>,  
bala, Maš-<sup>d</sup>Sùd, ğis̄KA má.

"2 sheqels of purified silver are the price of a house. 15/6 sar (= ca. 66 m<sup>2</sup>) is the (area of) the house. 2 sheqels of purified silver are the (price for)

<sup>37</sup> If the 3 additional ul of barley were the equivalent of the 2 pounds of wool and the 2 TÚG.ME.ĞÁL clothes, basing oneself on the rate wool : barley of the Fāra text Edzard, *SR* no. 11 (12 pounds of wool to a kor of barley; see in: ZA 86, 3: 1.3.1) 1 TÚG.ME.ĞÁL would be worth 1 ul 1 seah (= 70 liters) of barley. However, we may expect the barley compensation for the clothing to be lowered as were the number of cakes and the amount of oil.

additional (qualities of the house). 3 ul (*1 kor 2 ul*)<sup>38</sup> of barley are the gift. (*2 pounds of wool, are clothing. 2 T.- garments*), 40 liters of barley (for) bread, 50 (*/40*) cakes, 5 bowls of soup, 5 bowls of ..., 2 (*/1*) liter(s) of oil are for Ur-KIN-nir, Ur-Inana (and) GAN-Gula, the recipients of the price.

20 liters of barley, 10 loafs of bread, 10 cakes, 1 bowl of soup, 1 bowl of ... are for E-sigta-kidu.

(Witnesses, among them a ploughman, a brewer, a reed worker, a gardener and scribes).

1 pound of copper, 1 loaf of bread, 2 bowls of soup, 2 bowls of ... are for Amar-Ku<sup>3</sup>ara, the master(scribe), the suveyor.

(no. 82:)  $\frac{1}{2}$  šar house (= ca. 18m<sup>2</sup>) as a gift-house, were given to Abzu-irnun.

(no. 83:)  $\frac{1}{2}$  šar house to Abzu-irnun, his father, and to his mother he gave as a gift. It is a gift-house. He will not change this word.

Nammahni, the gardener of (the deity) Nin-ğidri, is the purchaser of the house.

Office of Maš-Sud, (area): ship's bow?"

## 2. Old Sumerian Times

### 2.1 A financial disaster for a wife and a son in high society (after a man's death) in Old Sumerian Times

M. Lambert, *RA* 73 (1979) 1ff. 'Grand document juridique'; see *ZA* 86 (1996) 48-50 (3.5.2 A/B):

**A** i<sub>1</sub>-ii<sub>5</sub> 1;1.0 GÁNA, é-gu<sub>4</sub>, pa<sub>5</sub> dub-sar-ke<sub>4</sub><sup>1</sup>, ab-ús, níğ-SAM<sub>x</sub>-bì,  
 $\frac{1}{3}$  kù ša-na gín, Ur-<sup>d</sup>En-líl, dumu Ur-é-nu-na, sağ Nin-tu, šu ba-ti,  
 $\frac{1}{3}$  kù ša-na gín, 6 udu-nita, [1]2<sup>2</sup> kù gín-kam, ki Ur-zà-è, [lu]gal  
 Unu<sup>ki</sup>-sè, al-DU,  
 tág šu-sè-ga bala-kam, 10 kù-gín-kam, Lugal-šu-mu-gi<sub>4</sub>, lú-u<sub>5</sub>,  
 Unu<sup>ki</sup>, an-mu<sub>4</sub>,  
 3 urudu ma-na, 2 kù gín-kam, Lugal-numun-zi, dumu Ur-é-mah, šu  
 ba-ti.

**B** ii<sub>6</sub>-iii<sub>2</sub> 0;0.3 ğíškiri<sub>6</sub>, gú pú, ğíškiri<sub>6</sub> Ur-é-nu-na, ab-ús, ğíškiri<sub>6</sub> É-muš ab-ús,  
 $\frac{1}{2}$  lá 3 kù gín ma-na, SAM<sub>x</sub> Lugal-UR-ğu<sub>10</sub>, Ka-tar-kam,  
 3;0.0 še gur, Nin-tu, dam Ur-é-mah, šu ba-ti,  
 níğ-tuku, Lugal-níğ-BE-du<sub>10</sub>, sağ-a-kam, Lugal-numun-zi, dumu Ur-é-mah, ı-su-su,  
 sağ A-zu-zu, dub-sar gu<sub>4</sub>, al-sa<sub>x</sub>.

<sup>38</sup> There are 4 ul to the normal lidga or kor of the Fāra period; 3 ul equal approximately 180 liters.

"1 bùr 1 èše (field) "ox house", adjacent to the "Ditch of Scribes", its price:

1/3 pound of silver Ur-Enlil, son of Ur-Enuna, slave of Nintu, received.

[1/3] pound of silver, 6 sheep — that is [1] pound of silver — were brought to Uruk to king Urza<sup>e</sup>.

1 šusega-garment — it belongs to a prebend(?); that is 10 sheqels of silver — Lugal-šumugi, the driver of Uruk put on.

3 pound of copper — that is 2 sheqels of silver — Lugal-numunzi, son of Ur-Ema<sup>h</sup> received.

3 iku of garden (land) "edge of the well" adjacent to the garden of Ur-Enuna and adjacent to the garden of E-muš:

27 sheqels of silver, the price of Lugal-UR-ğu and Katar, and 3 kor of barley Nintu, wife of Ur-Ema<sup>h</sup>, received.

They are debts owed to the temple administrator Lugal-ni<sup>g</sup>-BE-du 10- Lugal-numun-zi, son of Ur-Ema<sup>h</sup> will repay them. The slaves were bought (for) the ox-scribe Azuzu."

The obligations of the sellers more than use up the price paid. From the first transaction they receive 22 sheqels of silver, if the 20 sheqels paid to Nintu's slave are received in her place. In the second transaction, the slaves for whom the price is paid do not seem to reach the sellers. They are bought for somebody else, and only the 3 kor of barley are paid to Nintu. Yet the whole price of the garden seems to have been owed to the temple administrator, and the garden was probably pledged to him since he relinquishes the pledge to allow the family to sell the property. The son becomes his new debtor for a sum which would then be 5 sheqels higher than the total paid to the family.

2.2. *A widow financially independent through a gift or a dowry (the same Old Sumerian document, sections I(-J))*

I vi <sub>25</sub> -viii 20	1;1.0 GÁNA, gú DÍMx SU, É-ŠÁRx AŠ, aša <sub>5</sub> SAL.SAĞ.HÚB.DU, Bára- me-zi-da, dam Ur-ki, ni <sup>g</sup> -SAM <sub>x</sub> -bi, 1/2 kù ma-na, Ur-DUN, 1-na-DU, 1;0.0 še gur, MI-a-ni, 1-na-DU, 2;2.0 še gur, É-gu <sub>4</sub> -gu <sub>4</sub> , Ur-DUN, Lugal-ù-ma, 1-na-DU, 6 1-udu <sup>2</sup> UMBIN, 1 kù gín-kam, Ur-DUN, 1-na-DU, (J) 12 siki <sup>2</sup> ma <sup>2</sup> -na <sup>2</sup> , E <sup>2</sup> (-)di-[k]u <sub>5</sub> <sup>2</sup> -kam <sup>2</sup> , 3 kù gín-kam, Ur-DUN, 1-na- DU, 2;0.0 še gur, É-gu <sub>4</sub> -gu <sub>4</sub> , Ur-DUN, 1-na-DU, 10 anše apin, 2 kù gín-kam, du <sub>6</sub> -gíd-da, 1-ta-uru <sub>4</sub> .
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1 kù gín, 0;2.0 še gur, 3 ı-udu UMBIN, Me-an-né, dumu UR.BI, ı-na-DU,  
 šu-nígin-bì,  $\frac{2}{3}$ ?  $3\frac{1}{2}$ ? (sign: BAR) kù ša-bì gín, níğ-SAM<sub>x</sub>, Bára-me-zi-da, šu ba-ti,  
 4;0.0 še gur, 3 ı-udu UMBIN, iš-gána še-kam, iš-gána siki-kam,  
 1 aktum tûg, 1 NI tûg, 1 ı-udu? UMBIN, níğ-ba, Bára-me-zi-da, šu ba-ti.

"1 bùr 1 eše (field) "edge of ...", "...-house", a dowry-field (or: marital gift-field?) of Bara-mezida, wife of Urki; its price:

$\frac{1}{2}$  pound of silver, Ur-DUN brought to her.

1 kor of barley, MI-ani brought to her.

2 kor, 2 bariga of barley Egugu, the man of Ur-DUN, and Lugal-uma brought to her.

6 U.-vats with sheep fat — that makes 1 sheqel of silver — Ur-DUN brought to her.

12 pound of wool (?) belonging to the dike of the judge (?) — that makes 3 sheqels of silver — Ur-DUN brought to her.

With 10 donkeys for plowing — that makes 2 sheqels of silver — she did plow the "Long Hill".

1 sheqel of silver, 2 bariga of barley, 3 U.-vats with sheep fat, Me-ané, son of UR.BI brought to her.

Total:  $\frac{2}{3}$  pound,  $3\frac{1}{2}$  sheqels of silver, its price, Bara-mezida has received.

4 kor of barley, 3 U.-vats of sheep fat — this is the barley-išgana-addition and the wool-išgana-addition —

1 a.-cloth, 1 oil-cloth, 1 U.-vat with sheep fat — this is the "gift" — Bara-mezida has received."

Bara-mezida can dispose of her property without interference from her husband, who is probably dead, her sons or even her father or brothers. This is what the term aša<sub>5</sub> SAL.SAĞ.HÚB.DU expresses, perhaps to be read aša<sub>5</sub> sağ-rigg<sub>9</sub> munus "gift-field of a woman"; see above II 1, with note 32. This may be a bit different from the case of widows at Isin selling landed property somewhat earlier: see *ELTS* no. 14 vii 2-x 2 with comments in ZA 86, 41 (3.3.5 c: 14F), and no. 15 v 25-vi 30 (see *ibid.* 39, 3.3.5 a: 15F) where members of the woman's family (or her husband's) are witnesses to the deed and through their presence guarantee that they do not later interfere with the transaction. Their presence is meant to prevent such a situation: *qui tacet consentit*.

### 3. Neo Sumerian Times

#### 3.1. *The Right of a Widow to the Property of her deceased husband in Neo-Sumerian Times*

This may be argued *e contrario* on the basis of a court document (di-til-la) published in transcription only.

E. Sollberger in the *FS Kramer* 441f. no. 5:

di-til-la, 1 é Ur-TUR muḥaldim, mu Sila<sub>4</sub>-tur dam Ur-TUR{-ke<sub>4</sub>},  
 murgu<sub>x</sub>(LUM) Ur-TUR ba-úš-ta, dam-kúr-e ba-an-tuku-a-šē, Ur-<sup>d</sup>Lama  
 dumu Ur-TUR-ra, ba-na-gi-in, Sila<sub>4</sub>-tur-e, tūg in-ùr.  
 Iri-ì-da-zal maškim, Lú-<sup>d</sup>Šára, Lú-ib-gal, Ur-<sup>d</sup>Ištaran, di-kuṣ-bi-me.  
 mu ús-sa Si-ma-núm<sup>ki</sup> ba-ḥul

"Final judgement: The house of the cook Ur-TUR was confirmed to Ur-Lama, son of Ur-TUR because Sila-tur, wife of Ur-TUR, had been married by a stranger after Ur-TUR had died. Sila-tur disclaimed (it).

Iri-idazal was the authorized official. Lu-Šára, Lu-Ibgal, Ur-Ištaran were the judges in this case. Year ŠS 4."

It may not just be the remarriage of the widow which causes her to loose the property, but rather the qualification "stranger"<sup>39</sup> of her new husband. Was he a stranger to the (nuclear or extended) family, the clan, the city or even a foreigner? It seems plausible that his being "strange" was not easily discovered (by looks, language or behaviour), because otherwise Sila-tur would probably not have contested the claims of Ur-lama.

#### 3.2 *Marital gifts according to Neo-Sumerian texts*

##### 3.2.1 *Gifts to the wife and to daughters*

We have seen how property of her own could help a widowed woman in overcoming financially difficult situations. A good means to create such independent property for a woman is by marital gift. Gifts — especially slaves who will serve and may be hired out — to (probably unmarried) daughters aim to secure their support, too. This we find in the fragmentary document about a litigation, only the very last lines of which telling us that the case was disputed and decided by the judges — but by whom was it contested? I assume them to be son(s) who received no gifts or the

<sup>39</sup> We cannot rule out that kúr simply means "another" (*šanū*). But would a remarried widow go to court and litigate with her son, if it was the law that remarriage of a wife alone caused her to loose all rights to the property of her deceased husband?

last mentioned child, perhaps a son, who saw his or their inheritance reduced:

T. Fish, *MCS 2, 75: BM 105377* (\*Koll. T. Gomi, *Orient* 17 [1981] 26):  
Marital gift and gifts for children (AS 4 xiii Umma)

<sup>1</sup> 1 gu<sub>4</sub> numun G[U?] 2 1 é [...] 3 1 Ur-sukkal 4 1 Zi-\*Ni-ti 5 1 A-lí-ma 6 1 A-ha-ma-ti lú Nam-ha-ni <sup>7</sup> [x+]\*1 u<sub>8</sub> sila<sub>4</sub>-dù-a <sup>8</sup> [x] ùz máš-dù-a <sup>9</sup> ré? <sup>10</sup> KI.AN<sub>ki</sub> šu-du<sub>7</sub>-a-bi <sup>11</sup> 1 náàr šu-sé-ga <sup>12</sup> Ur-nígin-ğar-ke<sub>4</sub> <sup>12</sup> dam-na in-na-an-ba.

rev.<sup>13</sup> 10 gín hár \*kù-\*babbar <sup>14</sup> 1\* Géme-dŠára <sup>15</sup> níg-ba Ba-\*za dumu-mí;

16 1 Ištar-í-lí <sup>17</sup> níg-ba Nin-ba-tuku dumu-mí;

18 1 [...] -ùšar?(\*LÁL xKU) <sup>19</sup> níg-ba Ha-[I]a-ab-ba-na;

20 Ur-nígin-ğar-ke<sub>4</sub> dumu-ne-ne in-na-ba.

21 1 Nimgir-DI-dè, 22 1 Lugal-iti-da, 23 \* <1>Inim-ma-ni-zi, 24 1 Da-da-ğu<sub>10</sub>, 25 IgišDÚR.ĞAR-<sup>r</sup>\*ni<sup>1</sup>, 26 lú inim-ma-[bi-me].

27 ša-ba Nimgir-DI-[dè nam-érim-ma ba-ni-dab<sub>5</sub> (?)] <sup>28</sup> Ur-kù ma[škim](\*PA[ ]).  
29 iti diri <sup>30</sup> mu En-maḥ-ga[l-an-na en d]Inanna ba-ḥun.

"Ur-nígin-ğar(k) gave to his wife as a gift: 1 ox ..., 1 house [...], Ur-sukkal, Z., Alima and Ahamati, a man from Namhani's (estate), 1 pregnant sheep, [n] pregnant goat(s), 1 house in KI.AN with its furniture and a millstone with its upper stone.

10 sheqels of ring silver and Geme-Šara are the gift for the daughter Baza.  
Ištar-í-lí is the gift for the daughter Nin-batuku.

[x]-ušar is the gift for Ha-la-abbana.

Ur-nígin-ğar(k) gave (this) as a gift to his children.

Nimgir-DI-dè (and 4 other persons) are the witnesses for it.

Among them Nimgir-DI-dè [was taken to prove it by oath]. Urku was the bai[liff].

Month xiii, year AS 4."

### 3.2.2. *A litigation with (step)children about property, bought by a woman with her own money, and a marital gift*

The lady fighting for her property against her sons, most probably stepsons, is able to prove that she bought a house with means of her own and that a slave was a marital gift. The source of the silver with which she bought the house remains unnamed and seemingly unimportant. It may have been part of a gift from her parents analogous to the custom of binding the 'bride price' (or 'bridal money') in the young wife's hem in Old Babylonian times:

A. Falkenstein, *NG* 2, 99:1-47

1 di-til-la, 2 2<sup>1/2</sup> šar é GUM.DÚR, 3 In-na-sa<sub>6</sub>-ga, 4 dam Du-du dumu Ti-ti-ka-ke<sub>4</sub>, 5 kù šu-na-ta bar igi-ğál-ni in-sa<sub>x</sub> (NÍNDAXŠE).  
 6 Du-du a-ba-ti-la:da, 7 é-bi Ur-É-ninnu dumu Du-du-ke<sub>4</sub> in-gíd.  
 8 mu In-na-sa<sub>6</sub>-ga in-sa<sub>x</sub>-a-šè, 9 dub é sa<sub>x</sub>-a-bi, 10 ki In-na-sa<sub>6</sub>-ga-ta ba-an-sar, 11 é kù šu-na-ta-àm in-sa<sub>x</sub>-a, 12 níğ-ga Du-du la-ba-ši-lá-a, 13 In-na-sa<sub>6</sub>-ga, 14 nam-érim-àm.  
 15 <sup>1</sup>Nin-a-na dumu Ni-za kù-dím, 16 Du-du In-na-sa<sub>6</sub>-ga 17 in-na-ba.  
 18 murgu<sub>x</sub> (LUM) Du-du-ta, 19 šu Urdu-<sup>d</sup>Nanna sukkal-mahé énsi-ka, 20 i-bí-la Du-du im-ma-a-gi<sub>4</sub>-eš.  
 21 In-na-sa<sub>6</sub>-ga 22 urdu Du-du in-na-ba-a, 23 igi di-ku<sub>5</sub>-ne-šè, 24 sağā <sup>d</sup>Nin-Subur, 25 Nam-mahé gu-za-lá gi-zi, 26 Á-lu<sub>5</sub>-lu<sub>5</sub>, 27 nam-lú-inim-ma-bi-šè im-ta-è-eš. 28 ù i-bí-la Du-du-ke<sub>4</sub>-ne, 29 ka-ga-ne-ne-a ba-ni-gi-né-eš.  
 30 mu ka i-bí-la-ne-ka ba-an-gi-na-šè, 31 lú inim-ma nam-érim-e la-ba-sum.  
 32 Nin-a-na dumu Ni-za, 33 ù É-GUM.DÚR-ra, 34 In-na-sa<sub>6</sub>-ga dam Du-du-ra, 35 ba-na-gi-in.  
 36 <sup>1</sup>Géme-Ti-ra-áš, 37 <sup>1</sup>Ma-gi-na, 38 <sup>1</sup>Sağ-<sup>d</sup>Ba-ú-tuku, 39 dumu-mí Nin-a-na dumu Ni-za-ka-me, 40 In-na-sa<sub>6</sub>-ga dam Du-du-ke<sub>4</sub>, 41 igi di-ku<sub>5</sub>-ne-šè, 42 ama-ar-gi<sub>8</sub>-bi in-ğar<sup>ar</sup>.  
 43 ù i-bí-la Du-du-ke<sub>4</sub>-ne, 44 inim ama-ne-ne, 45 nu-ù-ub-kúr-ne-a, 46 mu lugal-bi in-pà-dè-eš.  
 47 Ur-Ba-gára dumu Ur-<sup>d</sup>NUNUZ.KÁD<sup>mušen</sup> maškim. 48 Lú-<sup>d</sup>Šára, 49 Lú-digir-ra, 50 Ur-<sup>d</sup>Ištaran, 51 di-ku<sub>5</sub>-bi-me.  
 53 mu-ús-sa Si-ma-núm ki ba-ḥul.

“2<sup>1/2</sup> sar house of G. Innasaga, wife of Dudu, son of Titi, bought with silver from her own hand on her own initiative.

Innasaga testified under oath that together with Dudu, while he was still alive,<sup>40</sup> Ur-Eninu, son of Dudu, measured this house, and, because Innasaga had bought the house, the actual tablet about the house purchase was written from Innasaga's side (literally: place), and the house had been bought with her own silver, (and further),<sup>41</sup> that nothing of Dudu's had been paid for it.

<sup>40</sup> See A. Falkenstein's comment in *NG* 2 p. 162 and below 3.5, *NATN* 131:5.18 with note 45.

<sup>41</sup> The nominalisator *-a/* of line 11 links the sentences of lines 6-7, 8-10 (including the subordinate clause of line 8) and 11 and separates them from that of line 12 which has a nominalisator of its own. I include lines 6-7 into the group of sentences marked by the nominalisator *-a/* of line 11 as the first statement of Innasaga's oath because the legally important fact that the husband and the son, who is now part of the party contesting her ownership, measured the house is not proved by other means in court.

Syntactically, the legally most important reason for ownership of the wife — no means of the husband's property at all is spent for this purchase — is isolated from the rest of the facts sworn to by her.

Dudu had given Ninana, child of the goldsmith Niza, to Innasaga as a gift.

After Dudu's death Dudu's heirs litigated this under the jurisdiction of the Sukkal-mah (= Vizier) and governor Urdu-Nanna.

The temple administrator of Ninšubura, the gizi-chair-carrier Nammah (and) Alulu stepped forward as witnesses in front of the judges to the fact that Dudu had given the slave to Innasaga. Dudu's heirs admitted it with their own mouths.

Because it had been confirmed by the mouth of the heirs, the witnesses were not sent to take the oath.

Ninana, child of Niza, and the house of G. were confirmed to belong to Innasaga, wife of Dudu.

Geme-Tiraš, Magina, (and) Sağ-Ba'u-tuku are daughters of Ninana, child of Niza. Innasaga, wife of Dudu, manumitted them in front of the judges.

Dudu's heirs swore by the king's name not to change the word of their mother in this matter.

Ur-Bagara, child of U., was the bailiff. Lu-Šara, Lu-diğira (and) Ur-Ištaran were the judges. Year: ŠS 4."

Innasaga's final act of manumission seems to be a logical consequence of her litigation with her sons. She does not want them to inherit the contested slave girl and her offspring after her own death, and, probably, she wants to secure for herself their service and their good will. We may assume therefore — because Dudu's heirs theoretically could later revoke the manumission — that the manumission would only become effective with her death.

### 3.3. *Manumission of slaves under the condition of continued service to the manumitter*

A. Falkenstein observed (in NG 1, 94) that the manumission of slaves is often contested after the manumitter's death by his children and he concluded — correctly I think — that these slaves were to stay with their owners and to support them until the manumitter's death. See, e.g., NG 2, 205:27-42 (ŠS 4):

<sup>27</sup> dumu-mí É-úr-bi urdu Lú-gu-la-ka-ra <sup>28</sup> i-bí-la Lú-gu-la-ke<sub>4</sub>-ne <sup>29</sup> gù in-ni-ḡágar<sup>ar</sup>-eš.

<sup>30</sup> Lú-gu-la ti-la-a <sup>31</sup> igi-ni in-ḡágar<sup>ar</sup> <sup>32</sup> mu lugal <sup>33</sup> dumu-mí É-úr-bi[i] urdu-[ḡá-ka] <sup>34</sup> a[ma]-a[r-g]i<sub>4</sub>-[bi i-ḡar] <sup>35</sup> [bí-in-du 11-ga] <sup>36</sup> dub Lú-g[u-la-bi], <sup>37</sup> Nin-du 11-ga d[umu É-úr]-bi urdu-da-[ke<sub>4</sub>] <sup>38</sup> igi sukkal-mah-še mu-D[U].

<sup>39</sup> d[um]u É-úr-bi-ke<sub>4</sub>-ne <sup>40</sup> ki 1-bí-la Lú-gu-la-ke<sub>4</sub>-ne-ta <sup>41</sup> túg fb-úr.

<sup>42</sup> Ur-<sup>d</sup>Lama dumu Lú-ğu<sub>10</sub> maškim.

"The heirs of Lugula raised a claim against the daughter(s) of E<sup>3</sup>urbi, slave of Lugula.

Ninduga, child of the slave E<sup>3</sup>urbi brought before the Sukkal-mah (= Vizier) the tablet of Lugula's, that Lugula, still being alive, had appeared and declared: 'By the name of the king (I swear), that I herewith manumit the daughters of my slave E<sup>3</sup>urbi.'

The children of E<sup>3</sup>urbi proved themselves to be free from the heirs of Lugula.

Ur-Lama, son of Luğu, was the bailiff."

A special case of a contested manumission is that of a slave-woman who obviously had been manumitted by her owner and to whom he had given 3 slaves in return for services rendered. The document is published in transcription only. Important parts are missing. Yet, it is evident that this gift was contested — after the donator's death — twice in court. The status of the witnesses to the second litigation attests to the importance of the case.

T. Gomi – S. Sato, *Selected Neo-Sumerian Administrative Texts from the British Museum* (Abiko, 1990) Nr. 374 (AS 6 xiii):

1 <sup>1</sup>A-ta <sup>2</sup>Ur-zikum-ma <sup>3</sup>!Nin-á-ğu <sub>10</sub> <sup>4</sup>La-la ti-la-a <sup>5</sup>Ur-kun-e nam-géme in-ak-a <sup>6</sup>in-na-an-ba.

<sup>7</sup> <sup>1</sup>Lugal-níğ-sağ<sub>x</sub>(NÈSAG)-e nar, <sup>8</sup> <sup>1</sup>Ur-e<sub>11</sub>-e, <sup>9</sup> <sup>1</sup>Da-da, <sup>10</sup> <sup>1</sup>É-ğissu gala ba-úš, <sup>11</sup> lú ki-inim-ma-bi-me.

<sup>12</sup> É-ğissu gala-e nam-érim-bi in-ku<sub>5</sub>

<sup>13</sup> <sup>1</sup>Lugal-hé-ğál nar <sup>14</sup> Ur-[x]-<sup>r</sup>Di<sup>7</sup>-ke<sub>4</sub> igi Ki-áğ-șe <sup>15</sup> [x] DiŞ.ŞU im-[..]-gi<sub>4</sub>

<sup>16</sup> (f) "The rest is broken."

rev.1' [...], 2' [x] 'x<sup>1</sup> ba-ba-a sağ 'x<sup>1</sup> IGI.ĞÁL TI-a Ur-kun 1-me-a

3' <sup>1</sup>AN.BÙ-zi, <sup>4'</sup> <sup>1</sup>Ur-e<sub>11</sub>-e <sup>5'</sup> <sup>1</sup>Da-da, <sup>6'</sup> lú ki-inim-ma-me.

<sup>7</sup> AN.BÙ-zi nam-érim-ma ba-ni-dab<sub>5</sub>.

<sup>8'</sup> igi énsi-ka-șe, <sup>9'</sup> igi Lú-du<sub>10</sub>-ga dumu lugal-șe, <sup>10'</sup> igi Ur-níğin-ğar dumu Ha-ba-lu<sub>5</sub>-gé-<șe>, <sup>11'</sup> igi A-ab-ba šabra-șe, <sup>12'</sup> igi Ba-al-NI muğaldim-șe, <sup>13'</sup> igi Lú-<sup>d</sup>Nin-şubur dumu Inim-<sup>d</sup>Şára-șe.

<sup>14'</sup> iti diri mu Ša-aš-ru<sup>ki</sup> ba-ḥul.

"Lala, still being alive, had given Ata, Ur-zikuma (and) Nin-ağu as a gift to Ur-kun, who had served (him) as a slave woman.

The singer Lugal-níğsağe, Ur-e<sup>3</sup>e, Dada and the (now) deceased cantor E-ğissu were the witnesses. The cantor E-Ğissu had testified to it under oath.

The singer Lugal-*heḡal* (and) U. brought back ... in the presence of *Ki<sup>2</sup>aḡ*.

(Broken passage ending in): that when [the estate<sup>?</sup>] had been divided, a ...-slave<sup>42</sup> (of<sup>?</sup>) Urkun had been, A., Ur-e<sup>3</sup>e and Dada were witnesses. One took A. to testify under oath.

List of 6 witnesses headed by the governor and a prince and including the son of a governor and a "commander" (šabra).

Month xiii, year AS 6."

### 3.4. Adoption and Manumission

In a contract from Nippur a man called "his father" manumits a slave and adopts him as his heir. It seems plausible to assume "his father" refers not to the result of, but to the status prior to, the adoption, i.e., that the adoptee is a son born to the adopter by a slave woman. Note the unorthographic writing ὶ-*gi<sub>4</sub>-la* attesting to the (phoneme or) allophone [gb] in the word /ibila/ "heir" otherwise spelled ὶ-*bí-la* (see A. Falkenstein, *NG* 3 p. 120 s.v.) with the sign NE also to be read *gibil*, i.e., perhaps, /\**gb i(l)*/\*.

D.I. Owen, *NATN* no. 920 (AS 6 [?]):

<sup>1</sup> [K]Á<sup>2</sup>.GAL-maḥ ki-[l]ukur<sup>?</sup>] <sup>4</sup>Nin-urta-k[a-ka] <sup>2</sup>U<sub>4</sub>-ma<sup>3</sup>-ni-ḡar urdu-n[a<sup>2</sup>?]  
<sup>3</sup>A-tu ad-da-ni <sup>4</sup>nam-ὶ-*gi<sub>4</sub>-la-šē* <sup>5</sup>ama-ar-*gi<sub>4</sub>-ni* ὶ-ḡar.  
<sup>6</sup>Lú-giri<sub>17</sub>-zal, <sup>7</sup>Lú-diḡir-ra šeš A-tu-me, <sup>8</sup>nu-ù-ub-*gi<sub>4</sub>-gi<sub>4</sub>-dē-ša* <sup>9</sup>mu  
 lugal-bi in-pà.  
<sup>10</sup>igi Lugal-ā-zi-da ugula iri Nibru<sup>ki</sup>-ka-šē.  
<sup>11</sup>Ur-<sup>4</sup>A-ba-ba nimgir-maḥ, <sup>12</sup>Un-da-ga nimgir gín, <sup>13</sup>Lugal-engar, <sup>14</sup>Šeš-  
 kal-la, <sup>15</sup>Lugal-má-gur<sub>8</sub>-re, rev.<sup>16</sup>Lú-me-lám, <sup>17</sup>La-la, <sup>18</sup>Amar-šuba, <sup>19</sup>  
 S[Aḡ x x]-la, <sup>20</sup>x[x x x]x <sup>21ff.</sup>(rest of reverse destroyed).  
 left edge 'mu <sup>4</sup>Amar-<sup>4</sup>Su<sup>3</sup>en lugal-e Ša-aš-ru<sup>ki</sup> [x]-'ḥul<sup>1</sup>-a.

"His father Atu freed h[is<sup>?</sup>] slave Umaniḡar in the gate of the cloister of the (god) Ninurta to (become his) heir.

Lu-girizal and Lu-diḡira are brothers of Atu. He swore by the king's name that they will not come back onto it.

In the presence of Lugal-azida, the town supervisor of Nippur. 9 [+x] witnesses. Year AS 6."

<sup>42</sup> The epigraphically uncertain s aḡ 'x' IGI.ĀL.TI-a reminds one of ġizkim-ti = *tukultum* "support" and of the expressions *inam/pānam mahārum* "to please somebody". Was Urkun a "supporting" slave in the sense of being manumitted under the condition of continued service? Or was the group of slaves given to her given with the express mention of her right to act "as she pleases"?

By making the manumitted slave an heir, the father secures his services for the future, and, in addition, his interest in the father's businesses welfare.

### 3.5. Adoption with duty to provide for the adopter

D.I. Owen, *NATN* no. 149 Adoption<sup>7</sup> and provisions (IS 3<sup>7</sup> xii 4[(+X)]):

1 iti Še-KIN-ku<sub>5</sub> u<sub>4</sub>-4[(+X)]-t[a] 2 Mu-mu<sup>3</sup> Lú-<sup>d</sup>Nin-šubur-k[e<sub>4</sub>] 4 ba-an-da-ab-r[i<sup>7</sup>].<sup>5</sup> Ur-me-me i-du<sub>8</sub> <sup>d</sup>[En-lil<sup>7</sup>] 6 lú gi-na-ab-tum-[bi x].  
 7 iti-da [x x-b]a 0;1.4 [še<sup>7</sup>-ba] 8 in-[na-ab-su]m-m[u].<sup>9</sup> tu[kum-bi] rev.10-13[?] [...]  
 14[?] igi [...], 15[?] igi [...]x, 16[?] igi U[r]-<sup>d</sup>r Ašnan<sup>1</sup> dub-[sar], 17[?] Ur-<sup>d</sup>Šul-pa-è du[b-sar].  
 18[?] mu Si-mu-ru-um<sup>ki</sup> ba-ḥ[ul].

*Seal a*): Mu-mu<sup>2</sup> dumu Ur-Šul. *Seal b*): Ur-me-me<sup>2</sup> urdu<sup>d</sup>En-lil.

"Starting month vi, day 4[+?], Lu-Nin-šubur has adopted<sup>43</sup> Mumu.

Urmeme, the janitor of the (god) [Enlil<sup>7</sup>] is the guarantor [for it].

Monthly he will give him [...] as oil<sup>7</sup> ration, 100 liters as barley ration.

If [he does not ....].

Witnesses. Year IS 3."

*Seal a*) Mumu, son of Ur-Šul; *seal b*) Urmeme, servant of Enlil.

This is clearly the adoption of a grown person since the adoptee owns a seal of his own and seals the contract. One may therefore assume the obligation to provide for the adopter to take effect immediately. The same occurs in an undated adoption from Nippur, where the position of heir is given in return for provisions and the payment of a debt. The adopter has no son of his own but a married daughter. But he obviously does not want to depend on her and her husband. The adopted heir gets immediate ownership of (part of<sup>7</sup>) the adopter's house, and it is established that the (daughter and her) husband have no future claim to this house.

D.I. Owen, *NATN* no. 131:<sup>44</sup>

1 2<sup>1/2</sup> gín kù-babbar 2 ur<sub>5</sub> A-ba-ra in-da-ḡál-la<sup>3</sup> Ur-ni<sub>9</sub>-ḡar-ke<sub>4</sub> 4 in-ši-su  
 (\*erasure).<sup>5</sup> a-ba-ti-la Ur-niḡin-ḡar-ra<sup>6</sup> ibila-na ba-ni-ku<sub>4</sub>  
 7 Ur-ni<sub>9</sub>-ḡar-ke<sub>4</sub> A-ba-ra<sup>8</sup> iti-da 0;0.2 še-ta<sup>9</sup> 10 gín i-šab-ta<sup>10</sup> mu<-a><sup>2</sup>  
 ma-na siki-ta<sup>11</sup> sum-mu-da<sup>12</sup> mu lugal-bi in-na-pà.

<sup>43</sup> I cannot explain the [b] before the verbal base in ba-an-da-ab-r[i]. With a single person in the ergative one expects a [n].

<sup>44</sup> See C. Wilcke in Müller, *Geschlechtsreife* 247, note 48.

<sup>13</sup> mu 2 1/2 gín kù-babbar ur<sub>5</sub> A-ba in-su-ga-šè rev.<sup>14</sup> ù 0;0.2 še-ta 10 gín i-  
šab-ta<sup>15</sup> mu-a 2 ma-na siki-ta<sup>16</sup> a-na-ab-sum-mu-a-šè<sup>17</sup> 1 1/2 šar é-dù-a  
<sup>18</sup> a-ba-ti-la Ur-nìgín-ğar-<sup>ra</sup><sup>11</sup> <sup>19</sup> in-na-ba nu-ub-gi<sub>4</sub>gi<sub>4</sub>-dè-éš. <sup>20</sup> téš-bi  
mu lugal<sup>21</sup> ib-da-pà.  
<sup>22</sup> ù Šeš-kal-la<sup>23</sup> UŠ.MÍ.SÁ A-ba-ke<sub>4</sub> <sup>24</sup> mu é A-ba i-na-ba-šè<sup>25</sup> KA nu-ğá-  
ğá upper edge<sup>25</sup> Ur-nìgín-ğar-ra<sup>26</sup> mu lugal-bi i-na-pà.  
left edge I Šeš-kal-la dumu Me-ri-ru,<sup>28</sup> I KA.LUL,<sup>29</sup> I dEn-líl-da,<sup>30</sup> I Ad-da-  
kal-la,<sup>31</sup> lú inim-ma-bi.

"Ur-Niğinğar(ak) payed 2 1/2 sheqels of silver, a debt owed by Aba (and) he (= Aba), while still alive<sup>45</sup>, made Ur-Niğinğara his heir.

Ur-Niğinğar(ak) swore by the king's name to give Aba monthly 20 liters of barley and 10 liters of lard, and yearly 2 pounds of wool.

Because he (= Ur-Niğinğarak) had repaid the 2 1/2 sheqels, the debt of Aba, and will give monthly 20 liters of barley and 10 liters of lard and yearly 2 pounds of wool, he (= Aba), while still alive, gave as a gift to Ur-Niğinğar(ak) 1 1/2 sar (= 54m<sup>2</sup>) of built up house. They will not litigate this. They both swore together by the king's name.

Further, Šeš-kalla, the son in law of Aba, swore to Ur-Niğinğar(ak) by the king's name not to raise claims for reason that Aba had given the house to him as a gift.

4 Witnesses."

### 3.6. Renting out a subsistence field

A subsistence field (šuku) linked to a duty to render services (dusu) is given away in return for a payment in silver.<sup>46</sup>

D.I. Owen, NATN no. 258 (ŠS 1 iv 28 Nippur):

<sup>1</sup> 0;1.3 GÁNA <sup>2</sup> šuku Lugal-KA-gi-na-ka <sup>3</sup> Géme-<sup>d</sup>Su<sup>2</sup>en dam-ni <sup>4</sup> ù Peš<sub>5</sub>-  
tur-tur dumu-mí-ni <sup>5</sup> Lugal-hé-ğál-ra <sup>6</sup> igi-ne-ne in-ši-ğar-re<sub>x</sub>(RU)-éš.  
<sup>7</sup> šuku-ğá dusu-bi gür-ba-ab <sup>8</sup> in-na-an-du<sub>11</sub>.  
<sup>9</sup> Lugal-hé-ğál-e <sup>10</sup> mu šuku-ra-šè <sup>5</sup> gín kù-babbar <sup>11</sup> Géme-<sup>d</sup>Su<sup>2</sup>en dam  
Lugal-KA-gi-na-ra <sup>12</sup> ù Peš<sub>5</sub>-tur-tur dumu-mí-ni-ir rev.<sup>13</sup> in-na-an-sum.  
<sup>14</sup> lú+lú la-ba-an-gi<sub>4</sub>gi<sub>4</sub>-da <sup>15</sup> mu lugal-bi in-pà-dè-éš.  
<sup>16</sup> <sup>1</sup>Digir-sa<sub>6</sub>-ga nu-banda,<sup>17</sup> Lú-kal-la nu-banda,<sup>18</sup> I Ur-mes ugula,<sup>19</sup> I Ur-  
dNin-urta ugula,<sup>20</sup> I Gu-du-du,<sup>21</sup> I Ka<sub>5</sub>-a-ğu<sub>10</sub>,<sup>22</sup> I Ur-<sup>d</sup>Şu-mah,<sup>23</sup>  
I Lugal-ezen,<sup>24</sup> I Un-sa<sub>6</sub>-ga,<sup>25</sup> lú inim-ma-bi-me.

<sup>45</sup> For a-ba-ti-la see below l. 18 and above 3.2.2: NG 2, 99:6 with note 40. I assume this to be a "prospective" with assimilation of the [u] to the following [a] although a reading A-ba ti-la "Aba, being alive" cannot be ruled out.

<sup>46</sup> Cf. NRVN 70. — For field leases: F.R. Kraus, WO 8 (1976) 185-205; H. Waetzoldt, WO 9 (1978) 201-205; K. Maekawa, Zinbun 14 (1977) 1-54; P. Steinkeller, JESHO 24 (1981), 113-145. See NATN 104.

<sup>26</sup> iti šu-numun-a u<sub>4</sub> 28 ba-zal <sup>27</sup> mu dŠu<sup>2</sup>en lugal-àm.

"Geme-Su<sup>2</sup>en, his (= Lugal-KA-gina's) wife, and Peš-tur, his daughter, approached Lugal-heğal about 1 eše and 3 iku field, subsistence field of Lugal-KA-gi-na.

She said to him: "Bear the obligation of my subsistence field!"

Lugal-heğal gave to Geme-Su<sup>2</sup>en, wife of Lugal-KA-gina, and to Peš-tur, his daughter, 5 sheqels of silver because of the subsistence field.

They swore by the king's name that none of them would litigate against each other. 9 witnesses (2 of them inspectors, 2 of them supervisors).

Month iv, 28th day, year ŠS 1."

Obviously, the widow and the daughter of the deceased are unable to perform the duties required by possession of the field. They therefore give it to another man able to render these services and who pays them an amount of silver. The text does not say whether this was a permanent transaction or only temporary. The payment of 5 sheqels is less than one could receive in a field rental, but a compensation for the duties performed is certainly to be expected, too. It seems therefore realistic to assume this contract to be meant for the period of 1 year (or as an annual payment).

The deceased Lugal-KA-gina and his successor to the obligation linked to the field, Lugal-heğal, belonged to different work or military units. Their respective superiors have to witness and thus to approve the transaction.

The background of a promise under oath to pay for du su-services rendered seems to be a little different.

M. Çiğ – H. Kızılıyay, NRVN I no. 70<sup>47</sup> (IS 3 iv):

<sup>1</sup> dusu Ur-<sup>2</sup>en-ka <sup>2</sup> mu 10-àm <sup>3</sup> Ur-<sup>2</sup>en-ke<sub>4</sub><sup>1</sup> <sup>4</sup> ba-an-gur <sup>17</sup> <sup>5</sup> mu-a á-ni <sup>6</sup> 4;0.0 še gur-ta <sup>7</sup> i-na-ág-e. rev. <sup>8</sup> nu-gi<sub>4</sub>+gi<sub>4</sub>-dè <sup>9</sup> mu-lugal-bi in-pà.

<sup>10</sup> igi Lú-<sup>2</sup>en-šè, <sup>11</sup> igi Lugal-úr-ra-ni, <sup>12</sup> igi Šeš-kal-la, <sup>13</sup> igi Lugal-á-zi-da-šè.

<sup>14</sup> iti šu-numun-a left edge <sup>15</sup> mu Si-mu-ru-um<sup>ki</sup> ba-ḥul.

"Ur-Su<sup>2</sup>en bore the du su-obligation of Ur-Su<sup>2</sup>en for 10 years. He will pay him a yearly wage of 4 kor of barley. He swore by the king's name not to litigate.

4 witnesses. Month iv, year IS 3."

<sup>47</sup> Cf. NATN 258.

The identity of the names need not be a scribal error. It is unclear to me whether this is a renewal of an existing contract setting the rules for payments for future services or whether it is retroactive, setting new rules for an old relationship after a change in the basic conditions. A reason to pay wages after such a long time could be the end of a relationship based on an expected different way of remuneration for the services rendered. The promise of (a share in) the inheritance (of the Ur-Su<sup>en</sup> who owed the obligations in the first place) may have been rescinded. The text does not say which party took the oath. However, under both interpretations of this document, this first Ur-Su<sup>en</sup> is obliged to pay the wages to the second one carrying out the obligations. Therefore he should be the one to swear the promissory oath.

### III. CONCLUSION

Throughout the Third Millennium B.C. private citizens of Babylonia tried to provide for their own old age and for that of family members through adoptions or with gifts to spouses or unmarried daughters, occasionally with a son's gift to his parents, through the manumission of slaves obliged to provide for the manumitter or to serve him or her, and through field leases under the condition that the lessee bears the obligations required by the ownership of the field. We also saw what might happen if one failed to do so.

It is hazardous to generalize the results from so scanty a documentation, but perhaps one may say that people with the means to provide for their own future and for that of their loved ones mostly did so. Those who depended on daily or monthly wages from a public institution (state or temple) were taken care of by the institutions and given less strenuous work. They could receive provisions from their heirs who succeeded them in their position as workers. If there were no heirs, the institution, seemingly, gave a child's ration to the elderly person. Workers given a subsistence field passed on this field to their heirs who took over the duties required, and provided for their parent. If they had no heirs able to bear the obligation, they could lease out the field to a person carrying out the duties and in return receive a food and clothing allowance or a silver payment.



## THE CARE OF THE ELDERLY IN MESOPOTAMIA IN THE OLD BABYLONIAN PERIOD

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- I. Terminology
- II. Quantities
  - rations — no barley — temple offices — wages —
  - minimal rations — barley fields — debts
- III. Parents and children
  - 1. Sons supporting their father
  - 2. Sons supporting their mother
  - 3. A son supporting his father-in-law/mother-in-law
  - 4. A daughter supporting her mother
  - 5. A husband supporting his wife
- IV. A slave supporting his master and becoming free
- V. Unmarried women: nuns
  - 1. Brothers supporting their unmarried sister
  - Sippar — Nippur — Dilbat
  - 2. Gifts by the father
  - 3. An unmarried woman adopting an heir
  - 4. Special cases
    - (a) A nun as inheritor — (b) A nun as testator — (c) The father as the heir — (d) A house as an inheritance — (e) Two sources of wealth
  - 5. Fields held in usufruct
  - 6. The tenant-farmer
- VI. A few cases
  - 1. Huššutum — 2. Innabatum — 3. Amat-Šamaš —
  - 4. Kalkatum and Daqqatum — 5. Mazuratum

To the Babylonians, it went without saying that a man must support his wife and children. A very old Sumerian proverb says: "He who does not support a wife, he who does not support a child, the evil state of things is doubly bad for him, he grinds flour, he has no rushes (to sleep on?), he is not reckoned among people". This saying was preserved in the tradi-

tion in various forms.<sup>1</sup> In return, children had to look after their aged parents. This is the meaning of the Fifth Commandment in the Bible: "Honour thy father and thy mother ..." (Exodus 20:12), a duty not only recognized by the Israelites but also by Sumerians, Babylonians and Ugaritians. Literary and royal inscriptions show that children have to honour (*kbd; kabātu*) and respect (*jrh; palāhu*) their parents.<sup>2</sup> It has been observed that this respect implied the obligation to support the parents economically and many legal texts show us how much exactly was expected from the children. In the Prologue of the Laws of Lipit-Ištar, this king boasts: "With a ... I made the father support (fl) his children, I made the child support his father. I made the father stand by (gub) his children, I made the child stand by his father" (II 16-24; transl. Martha T. Roth). This aspect will be studied here as regards Babylonia in the Old Babylonian period (1900 – 1500 B.C.).

*Excursus* — In the Sumerian composition on the *misbehaving son* his father has this to say (we present two modern translations of these difficult lines):

"Gehe fort, nachdem du eine *Arbeit* ausgeführt hast, lasse mich Brot essen! (...) Leute, die in deiner Position verkehren, lassen, nachdem sie eine *Arbeit* ausgeführt haben, ihre Mutter (und) ihren Vater Brot essen! Wenn du (nicht) auf die Handlungen der Söhne meiner Kollegen siehst: Die einen wie die anderen haben sie mit zehn Kor Gerste versorgt, die Kleinen, die 'Diener ihrer Vater' haben sie mit zehn Kor Gerste versorgt, diejenigen, die ihren Vätern (noch) Gerste hinzufügen, haben ihnen (sogar) Gerste-, Öl- (und) Wollrationen gegeben, mehr als du ist er (, der so handelt,) ein Mensch, wie sie bist du kein (normaler) Mensch!"

(translation by W.H.Ph. Römer; the italics mean: uncertain).<sup>3</sup>

<sup>1</sup> B. Alster, *AfO* 38-39 (1991-92) 20, lines 43-48, with p. 24a. "To support" is Sumerian fl. One later variant is "An unjust heir is a man who does not support a wife, does not support a child, his nose does not bear a leash (?)", Prov. Coll. 3.10 cited by Alster. The latest variant is bilingual (Sumerian and Akkadian): "One who has not supported a wife, one who has not supported a son, is irresponsible and will not support himself", B.R. Foster, *Before the Muses* I (Bethesda, 1993) 344 no. 11.

<sup>2</sup> See the Bibliography at the end of this contribution: R. Albertz, J.C. Greenfield, B. Lang. Also K. van der Toorn, *Sin and Sanction in Israel and Mesopotamia* (Assen, 1983) 13-15.

<sup>3</sup> Å.W. Sjöberg, *JCS* 25 (1973) 111, lines 84-92, with the translation by W.H.Ph. Römer, *TUAT* III/1 (1990) 83 f.

"Your compeers, persons who are in charge, support after they have done work, their mothers and fathers. As to what (I see) if I am looking at the sons of my colleagues, it is that the likes of them each fill 10 gur of grain into the capital, is that youngsters, persons having charge of their father's capital, each fill 10 gur grain into it, is that persons in charge who add grain for their father give grain, oil and wool rations out from it. You, according to (all) the worry over you, are a dependent, you are not a person in charge like them" (translation by Th. Jacobsen).<sup>4</sup>

### I. TERMINOLOGY

Normally, a couple could feel sure that, when old, they would be supported by their children. Those who had no children could adopt extraneous persons as children. We distinguish between the "adoption" of dependents (children) and the "arrogation" of free persons. In the latter case, the parents of the "child" were not a party and some texts explicitly say that this person was adopted "from his own", or "in his full agreement".<sup>5</sup> The adoption contracts with these adults could have explicit clauses confirming the obligation of the adoptee to support the parent(s), as long as he (they) live(d); precise yearly or monthly rations could be agreed upon.<sup>6</sup> We give an example:

"Amurrum-nāṣir (is) his name, the son of Ṣilli-Amurrum; he has adopted him. He shall support (*našūm* Gt) him as long as he lives. Field, house and garden of Ṣilli-Amurrum he shall inherit (*irtedde; redūm* Gt). If Amurrum-nāṣir says '(You) are not my father', he forfeits the property of Ṣilli-Amurrum. If Ṣilli-Amurrum says '(You) are not my son', he does not forfeit .... (a temple office?)".<sup>7</sup> The last clause is unique.

<sup>4</sup> Th. Jacobsen, in A.F. Rainey, *Raphael Kutscher Memorial Volume* (Tel Aviv, 1993) 70 ff.

<sup>5</sup> David, *Adoption* 45, 78, 86; D. Charpin, *Archives familiales* (Geneva, 1980) 74, on Tell Sifir 32. In *EG* 45 = *YOS* 8 120: *ki nf.te.na*; in *BIN* 2 75: *i-na mi-ig-ri-šu*.

<sup>6</sup> As in Ch.-F. Jean, *RA* 26 (1929) 104-107 (Isin). In *TIM* 4 14:28-30 the rations appear only after the list of witnesses; there is a clause assuring the adoptee's sister a share of the inheritance (?); cf. M. Birot, *BiOr* 25 (1968) 352a.

<sup>7</sup> H. Limet, in *FS Kupper* 36 no. 2, with M. Stol, *BiOr* 48 (1991) 553. I now read in line 5 a. *ša-lam*.

A group of these adoption texts from Nippur was edited and studied recently.<sup>8</sup>

The following words are used to express this support:

- *našūm* Gtn “to support”. When the exact quantities of the rations are not given, the verb “to support” is used (*našūm* Gtn): “He / she shall support him/her”.<sup>9</sup> The Sumerian texts from the South use a word literally meaning “to make strong”, possibly “to fix” (*kalag*). The rations are here the object.<sup>10</sup>
- *palāḥum*, “to respect”, lit. “to fear”.<sup>11</sup> In our discussion of this well-known word we restrict ourselves to the Old Babylonian texts. It is an attitude that implies more than physical support alone: a contract first lists the quantities of food and clothing and continues: “Also, as long as H. lives, E. her daughter shall fear her”; and an Old Assyrian contract contains the obligation “he shall support them (*wabālum* Gtn) and do what he can to fear them”.<sup>12</sup> Some unformulaic expressions in contracts show what this “fear” is associated with: “She may give it to the son of A. who will fear her and make her happy (*libbam tūbbum*)”;<sup>13</sup> “FN<sub>1</sub> shall fear FN<sub>2</sub>, she shall honour her (*kabātum D*)”. “To honour” reminds us of the Fifth Commandment, “Honour

<sup>8</sup> Stone – Owen, *Adoption*, esp. 2-11. Note the reviews by M. Van De Mieroop, *JCS* 43-45 (1991-93) 124-130; J. Oelsner, *OLZ* 88 (1993) 500-504; D. Charpin, *JAOS* 114 (1994) 94-6; P.R. Obermark, *AfO* 40-41 (1993-94) 106-109; E. Otto, *ZA* 85 (1995) 163-166. Cf. E. Otto in *Zeitschrift für Altorientalische und Biblische Rechtsgeschichte* 1 (1995) 99-101 (see the Bibliography).

<sup>9</sup> *CAD* N/2 96a (*našū I/3*) gives a few examples.

<sup>10</sup> *CAD* D 86a, f., “to deliver promptly” (Nippur, Isin). A. Falkenstein, *NG* II (Munich, 1956) 137 f.: “festmachen”. New refs. are *ARN* 29:11; *TIME* 4 13:4, 13; 27:9.

<sup>11</sup> Klíma, *Erbrecht* (see the Bibliography) 84; K.R. Veenhof, *Zikir šumim* 376-379; R. Albertz, *ZAW* 90 (1978) 356-364 (also on the later periods).

<sup>12</sup> *CT* 45 11:30 (Apil-Sin), see the translation of this text below, VI, 1; K.R. Veenhof, *Zikir šumim* 359:7-8 (Old Assyrian).

<sup>13</sup> *CT* 8 34b:18 (Sin-muballit) (*VAB* 5 202; *MHET* II/1 117). Note that “to make happy” is also attested in a context of providing for in CH § 178: “If her brothers do not give her the rations and do not make her happy”. Cf. *AbB* 11 41:14 f. (*ša tūb libbiki lūpuš*). In another early contract the reverse expression occurs: “to make unhappy” (*libbam marāšum* Š) in: “On the day that Nakimum makes Halijatum unhappy, she shall remove him from his inheritance” (*CT* 8 49b:16-19, *VAB* 5 15; *MHET* II/1 79).

(*kbd*) thy father and mother".<sup>14</sup> It is important to note that in Sippar these impressionistic verbs have disappeared in the contracts after the time of Hammurabi; the formulas have now become rigid.

- The verb *paqādum* in our texts often has the special meaning of "to give a food allowance at a religious festival"; this allowance is named *piqittum* and it comes in addition to the normal rations. In a few instances, however, it seems to have the general meaning of "to provide for": "He shall ask for her and provide for her";<sup>15</sup> "As long as FN lives, he shall provide for her".<sup>16</sup> In another text the Tablet has this verb and its Case "to give".<sup>17</sup>
- The verbs *zanānum* "to provide" and *epērum* "to give rationed food" as well as "to give to eat" (*akālum* Š) are rarely used.<sup>18</sup>

The unformulaic expressions using the words "fear", "honour", "provide for", "to ask for" are only attested in the early Old Babylonian texts. Later, two standard formulas were adopted in the Akkadian contracts:

"He/she shall support him/her"

"He/she shall give to him/her [quantified rations]"

The allowance almost invariably consists of rations of barley, wool and oil (in Akkadian: *iprum*, *lubušum*, *piššatum*). Twice the word *nudunnūm* "gift" is used for these rations.<sup>19</sup> Giving these rations is expressed by the verb "to give" (*nadānum*), sometimes in the iterative mood (Gtn).<sup>20</sup> The phrase "As long as she / he [the beneficiary] lives"

<sup>14</sup> *CT* 2 35:8 (Sumu-la-el) (*VAB* 5 13A). For "to honour" see Albertz, *ZAW* 90 356 ff.

<sup>15</sup> *CT* 6 30a:27 (Sumu-la-el) (*VAB* 5 13). I read *i-ša-<sup>r</sup>al<sup>l</sup>-ši*  $\dot{u}$  *i-pa-qf-si*. The *i-ta-na-ši* of Klíma, *Erbrecht* 82, does not fit the traces.

<sup>16</sup> *VAS* 8 19 Rand (Apil-Sin) (*VAB* 5 229).

<sup>17</sup> *CT* 47 63:30 (Samsu-iluna), *i-pa-aq-qi-si*; 63a:29, *a-na* FN *i-na-ad-d[i-iš-ši-im]*.

<sup>18</sup> *Zanānum*: *ARN* 101 (Samsu-iluna) with *CAD Z* 44a; *epērum* in *CT* 47 63:37 (Samsu-iluna), *VAS* 8 108:18 (case 109:18 has *našūm* Gtn) (Hammurabi), BM 97544:5 (Samsu-iluna) (see note 78); other refs. in letters. *Akālum* Š: Th. Friedrich, *BA* V/4 (1906) 503 no. 33:14 (see note 76); *UET* 5 91:9 (*ušakkalši*) with Kraus, *WO* 2 129 f.

<sup>19</sup> *AbB* 10 6:24, see also C. Wilcke, *Zikir šumim* 448; *OLA* 21 no. 65:5. This has not been seen in Assyriology.

<sup>20</sup> *CT* 2 41:36, *OLA* 21 no. 65:8; C. Wilcke, *ZA* 73 (1983) 60:8; BM 97107:10.

(*adi FN balṭat/adi PN balṭu*) is often added.<sup>21</sup> Some texts call these rations "expenses" (*gimrum, mānahtum*).<sup>22</sup>

## II. QUANTITIES

### *Rations*

How large are these rations? A reasonable minimum subsistence level was 2 litres of barley per day, which means 720 litres per year. This is, in fact, the figure that we find most often. In Kilograms Wheat Equivalents (KWE) this is 540 kg and for Iraq in the 1950s the figure of 536 KWE has been calculated as the average subsistence level.<sup>23</sup> Oil and wool are of minor importance and more than once we see there is no relation between their quantity and that of the barley in the same text. Most consistent is the amount of wool: 6 (sometimes 5) minas, valued at 1 shekel of silver and often actually given in silver (1 gín kù.babbar síg.bā). In Mesopotamia, one standard garment was made out of 6 minas of wool.<sup>24</sup>

A survey of annual allowances for people "as long as they live" would provide the following data (l. = litres; b. = barley; m. = minas; w. = wool; sh. = shekel of silver, obviously for purchasing 6 minas of wool or a garment; x fest. = contributions to x religious festivals in Sippar):<sup>25</sup>

40 l. b.; 4 l. oil (BM 97304:9-10 = *MHET* II 848)

100 l. b. (??); [x] l. oil; 10 m. w.; 1 sheep; 3 fest. (*MHET* II/1 55:15-21)

180 l. b. (*PBS* 8/1 1:15)

<sup>21</sup> Once in a text from the Diyāla region *adi FN šalmat* "as long as she is well"; M. deJong Ellis, *JCS* 27 (1975) 135:6. Note that the *adi balṭu* in *UET* 5 88:8 refers to the regaining of financial solvability; cf. F.R. Kraus, *WO* 2 (1955) 129, M. Van De Mieroop, *Society and enterprise in Old Babylonian Ur* (Berlin, 1992) 162 (text number not given).

<sup>22</sup> See at the end of this article; more in M. Stol, *AoF* 24 (1979) 68-74.

<sup>23</sup> Stone - Owen, *Adoption* 9.

<sup>24</sup> C. Zaccagnini, *SCCNH* 1 (1981) 349-361 (the size of the garment is 15 x 5 cubits; cf. also *CAD* M/2 217a).

<sup>25</sup> For Nippur, see Stone - Owen, *Adoption* 8 Table 3 (with five errors; see note 33); for Sippar, J. Renger only gives the minimum and the maximum (ZA 58 163). - Partly broken passages are *CT* 45 29:24-5, 101:35-6; *CT* 47 66:16-19; *CT* 48 17:1-3; *ARN* 160; *MHET* II/2 258:14-17; *VAS* 8 9: 10:7; *YOS* 12 469:21-3; C.-F. Jean, *RA* 26 105.

240 l. b.; 1½ m. w. (in silver); 3 l. oil (*TIME* 4 14:28-9)  
 240 l. b.; 4 m. w. (in silver); 4 l. oil (*BIN* 7 187:10-1)  
 240 l. b.; 3 m. wool (in silver); 6 l. oil (*BE* 6/2 70:18-21)  
 300 l. b.; 1½ m. w. (in silver); 3 l. oil; 3 f. (*CT* 8 37a:1-4)  
 360? l. b.; 6 m. w.; 6 l. oil (*BIN* 2 75:13-15)  
 360 l. b.; 6 m. w. (in silver); 6 l. oil (*CT* 8 12c:12-13)  
 360 l. b.; ½ sh.; 3 l. oil (*VAS* 8 31:1-6, the sum of two)  
 360 l. b.; 6 m. wool; 6 l. oil; 3 fest. (*BM* 97107:1-4)  
 360 l. b.; 6 m. w., 6 l. oil, 6 fest. (*CT* 45 11:25-27)  
 360 l. b.; [...] m. w.; 6 l. oil (*PBS* 8/2 153:19-20)  
 360 l. "fat flour"; 6 m. w.; 6 l. oil (*UET* 5 115:8-9, 603:1-3)  
 360 l. "fat flour" (?); 240 l. b.; 6 m. w. (in silver); 6 l. oil; 6 fest. (*CT* 4  
 45c:1-5)  
 480 l. b.; 4 m. w.; 4 <l> oil (*OECT* 8 20:18-9)  
 600 l. b.; 4 m. w.; 6 l. oil (*TIME* 4 13:11)  
 720 l. b.; 3 m. w.; 3 l. oil (*BE* 6/2 28:19)  
 720 l. b.; 3 m. w.; 4 l. oil (*PBS* 8/1 16:21-2)  
 720 l. b.; 5 m. w.; 4 l. lard (*TIME* 4 27:1-3)  
 720 l. b.; 6 m. w.; [...] l. oil (*BE* 6/2 48:27)  
 720 l. b.; 6 m. w.; 4/6 l. oil (*OLA* 21 no. 65:20-1)  
 720 l. b.; 6 m. w.; 6 l. oil; 3 fest. (*MHET* II/2 299:18-21)  
 720 l. b.; 6 m. w.; 12 l. oil (*UET* 5 89:12-15)  
 720 l. b.; 8 m. w.; 8 l. oil (*PBS* 8/2 116:7-8)  
 720 l. b.; 10 m. w.; 12 l. oil (*ARN* 29 rev. 8-9)  
 720 l. b.; 10 m. w.; [...] (*ARN* 161:16-7)  
 720 l. b.; 12 m. w.; 12 l. oil (*UET* 5 94:11-2)  
 740 l. b.; 6 m. w. (in silver); 6 l. oil (*CT* 48 29:12-3)  
 900 l. b.; 6 m. w.; 6 l. oil (*CT* 47 67:13-15)  
 900 l. b.; 6 m. w.; 12 l. oil; 6 fest. (*CT* 47 64:15-20)  
 900 l. b.; 10 m. w.; 12 l. oil (*CT* 6 33a:20-1)  
 1200 l. b.; 10 m. w.; 6 l. oil (*MHET* II/5 581:4-5)  
 1200 l. b.; 12 (!) l. oil (*MHET* II/3 432:26, 35; Case 35-36 [barley in sil-  
 ver; 12 gín])  
 1500 l. b.; 6 m. [w.]; 6 l. oil (*MHET* II/2 277:13-15)  
 1800 l. b.; 6 l. oil; 6 fest. (*MHET* II/2 180:29-31)  
 1800? l. b.; 10 m. w.; 12 l. oil (*CT* 45 34:19-20)  
 1800 l. b.; 12 m. w.; 24 l. oil; 6 fest. (*CT* 47 63:28-30)  
 3000 l. b.; 12 m. w.; 6 l. oil (*RA* 85 34; three sons)  
 3600 l. b.; 22 m. w.; 24 l. oil (*TJDB* 12 MAH 15.139:32)<sup>26</sup>

<sup>26</sup> The copy of MAH 15.139: 32 seems to offer: 12 gur še še.ba 2 báñ 4  
 <síla> 1.giš 22? ma!.<na> síg. J. Renger, *ZA* 58 (1967) 163 (below): "12 gur  
 Gerste, 22 Sekel Wolle, 240 síla Öl".

7500 l. b.; 30 m. w.; 30 l. oil; 3 sheep (*MHET* II/2 131 rev. 4-5)

*No barley*

Some texts do not give the most important allowance, barley. Cases like these require an explanation which we cannot give because we do not know the special circumstances.

6 m. w. (in silver), 6 l. oil; 4 fest. (*CT* 2 41:34-5)<sup>27</sup>

10 m. w.; 12 l. oil (*BDHP* 70 rev. 9)

12 m. w. (in silver); 12 l. oil; 3 fest. (*CT* 47 42:16-20)

20 m. w., 30 l. oil, 6 (?) fest. (*RA* 75 22 AO 8132:8-10)

*Temple offices*

There is quite an unusual text according to which a father had given his son a house and income from temple offices (*uklātum*); in return the son supported him for 15 years with 360 litres of barley and 1 shekel of silver (for wool) per year. The son had also paid his father's debt; had the son been adopted by an impoverished man? The estate is not large and the allowance is the subsistence minimum.<sup>28</sup> In another text, a man renews the written contract (*gibil.bi.eš tak₄*) with his adopted son who shall inherit five temple offices but has to support his father with 600 (?) litres of barley, 6 litres of oil, and 4 minas of wool. The father will enjoy two temple offices as long as he lives.<sup>29</sup>

A receipt says that a woman has received from her son 720 litres of barley. The text is dated to the (intercalary) month VIb and it seems likely that this is the amount given for the first half of the year; the total amount must be 1440 litres.<sup>30</sup> This text does not speak of wool or oil but

<sup>27</sup> The 120 litres of barley at the end of *CT* 2 41:35 (*VAB* 5 19) seem to be part of the festival contribution.

<sup>28</sup> C. Wilcke, *ZA* 73 (1983) 60. I suggest for the beginning of line 7 *ki-ma* [šuku]-šu. The word *uklātum* (4) is also attested in *BDHP* 25 rev. 4 (see note 193); *TCL* 10 59A:5; J.-M. Durand, *RA* 74 (1980) 176, ad "Panthéon d'Ur III", line 45.

<sup>29</sup> *TIM* 4 13, with G. Pettinato, *OrNS* 38 (1969) 151 f.; Stone - Owen, *Adoption* 38 no. 1. Lines 28-30, at the end, mean either that the father lives with his two (natural?) children, or that he made this contract when alive, while his two children were present; (28) igi geme-é. kur-ri-tum nin dingir <sup>d</sup>lú. lál (29) ú <sup>l</sup>í <sup>r</sup>-i-lí-šu dumu.ne.ne.šè (30) <sup>p</sup>l-pí-iq-<sup>d</sup>en. lfl ad. da ti. la. — In a third text the son "threw on the knees of his father" seven (?) shekels of silver in return for a temple office, "instead of his food allowance" (*kima nēpertišu*); D. Charpin, *RA* 82 (1988) 29 HG 96.

<sup>30</sup> *TCL* 1 114 (*VAB* 5 226).

we can be sure that they were given, too, at another time. There are more examples of payments starting at the beginning of the year (see below).

In the Ur III times, preceding our period, judges assigned to a woman these yearly rations: 1800 litres of barley, 10 minas of wool, 6 litres of oil.<sup>31</sup>

#### *Wages*

We will now compare these results with the average Old Babylonian wages.<sup>32</sup> One text distinguishes between barley as "wages" and barley as "rations" (720 litres) and gives them both (UCP 10 58); the others do not:

- 720 litres of barley, 10 minas of wool (Limet, *FS Kupper* 40)
- 840 litres of barley, 6 minas of wool (equiv.), 7 litres of oil (*YOS* 12 249)
- 1200 litres of barley, 5 minas of wool (Limet, 41)
- 1200 litres of barley, 6 minas of wool (*JCS* 13 107 no. 8)
- 1200 litres of barley, 1 shekel for wool (*JCS* 13 107 no. 9)
- 1500 litres of barley, 6 minas of wool (*YOS* 8 168)
- 1500 litres of barley, "his wages", 720 litres of barley, "rations", 1 shekel silver for wool (UCP 10 no. 58)
- 1800 litres of barley, "his wages", 5 minas of wool, "his clothing" (AUAM 73.2427; courtesy M. Sigrist).

#### *Minimal rations*

Returning now to the long list of rations given "as long as he /she lives", we note that the allowances collected for Nippur hardly ever exceed the norm of 720 litres of barley; half of the examples are even less.<sup>33</sup> The first examples in my list are low amounts that one cannot live on and I assume that the beneficiary had more persons from whom he / she received rations. In the first example it is the brother W. who gives his sister 40 litres of barley and 4 litres of oil per year (BM 97304). There may have been more brothers. In other cases we observe that a brother

<sup>31</sup> A. Falkenstein, *NG* II (1956) 10-12 no. 7; Römer, *TUAT* I/3 (1983) 198.

<sup>32</sup> Complete survey by M. Stol, in "Miete. B.I. Altbabylonisch", *RIA* VIII/3-4 (1994) 171-172 § 3.4, from "Entgelt" to § 3.9 "Arbeiten". The ideal norm was 10 litres of barley per day; i.e. 3600 litres per year.

<sup>33</sup> See the survey for Nippur given by Stone - Owen, *Adoption* 8 Table 3. - Correct for Text 23 "600" into 480; for Text 16 "864" into 720; for *ARN* 29 "3,600" into 720; for *TIM* 4 27 "740" into 750.

contributes relatively little to his sister.<sup>34</sup> Below, III, V, 1, and VI, 3 "Amat-Šamaš", we will see that a person could be supported by more than one "child", so it is possible that we only have one of a greater number of parallel contracts.

#### *Barley fields*

Women (nuns) gave their estate (fields, etc.) as inheritance to others in order to receive an annual rent for the rest of their lives. In some cases, there may have been a relation between the size of the estate and the yearly allowances. The first question is, how large should a barley field be in order to assure its owner a living? A nun writes that her field is not large enough: "Would a woman whose field is 1 iku, not be hungry?"<sup>35</sup> Studying the texts recording gifts by fathers or property inherited by nuns, one soon discovers that in most cases the fields are between 6 and 9 iku.<sup>36</sup> Most sizes are multiples of 3 iku and most common is 9 iku. This seems to have been the standard size and we now understand why in the Sippar area there was a so-called "Nine Gan Field", literally: "(area) of one 9 iku field each".<sup>37</sup> Originally, the subsistence fields of the nuns were situated here, and ideally each was 9 iku ("Gan"). The Cruciform Monument says, in fact, that this is the standard field of a nun.<sup>38</sup> Some texts not only mention the field given but also the yearly ra-

<sup>34</sup> *BDHP* 70, *CT* 45 29, *BE* 6/2 70. See under V, 1.

<sup>35</sup> *AbB* 3 19 rev. 6-10 (R. Frankena otherwise).

<sup>36</sup> Fields in gifts by father: 7 iku (*CT* 2 24; 47 19; *MHET* II/1 80), 8 iku (*CT* 47 68), 9 iku (*CT* 2 41:15-21; 4 43b; 47 78; 48 29), 12 iku (*MHET* II/2 171), 4 iku field and 2 iku garden (*CT* 47 30). Field probably given by a brother: 6 iku (*CT* 4 34a).

Fields in inheritances: 4 iku (*MHET* II/1 53), 6 iku (*CT* 2 41; 4 10:28-37; 6 33a; 47 64; *MHET* II/2 130 [?], 250), 8 iku (*CT* 6 30a), 9 iku (*ARN* 161; *BDHP* 65; *CT* 8 25a; 47 7, 47, 66; *MHET* II/1 30; II/2 180, 299 [?], II/3 432), 12 iku (*CT* 8 46), 15 iku (*CT* 8 49a), 18 iku (*MHET* II/1 55), 22 iku (*CT* 45 34), 23 $\frac{1}{2}$  iku (*CT* 47 58), 27 iku (*CT* 47 65), 30 iku (*TJDB* 10 MAH 15.913), 46 iku (*CT* 47 63), 57 iku (*CT* 48 59).

<sup>37</sup> R. Harris, *JESHO* 6 (1963) 152 f.; R. Harris, *Ancient Sippar* (Istanbul, 1975) 379 with 211 note 12 ("9 iku is frequent"). In older texts (a. gār) 9 iku.(ta); 9 iku a. šā (*TCL* 1 86); from Samsu-iluna a. gār 9 iku.e.

<sup>38</sup> J. Renger, *ZA* 58 (1967) 162 note 365 ("900 sar-Flur"). Note that there was also a "Nine Gan Field" in Babylon, of Marduk: 9.e a. šā <sup>d</sup>Marduk, *VAS* 22 26:2. – Some of the fields given by the father or inherited are indeed situated in the Nine Gan Field; *ARN* 161; *CT* 4 10:28; *MHET* II/1 122.

tions expected. Below we will show that the produce of the field can be used to provide these rations (V, 3, B). Is there a correlation between field size and rations? If so, what was the yield of a 9 iku field?

It is important to realize that the nuns had to lease their fields. In the later Old Babylonian period, in *Drittelpacht* the lessor received 133,3 litres of barley for 1 iku.<sup>39</sup> This means 400 litres for 3 iku, 900 litres for 6 iku, 1200 litres for 9 iku. Looking at texts where only fields are given as inheritance, we do indeed find one example of 6 iku and an expected barley ration of 900 litres (CT 47 64). On the other hand, two texts do not agree: 9 iku correlates to 720 litres of barley.<sup>40</sup> Where more property than fields alone is given, the barley rations can differ wildly.<sup>41</sup> In all this we did not take into account the other rations, notably the wool ration normally worth 1 shekel silver (= 300 litres of barley). It is best to let this matter rest at this point, though we do have some guidelines now.

#### *Debts*

The most striking example of a wide gap between large property and relatively low rations is CT 47 63. The inherited estate is large: 46 iku field, a house, an unbuilt plot, two slave-girls, and kettles. The yearly allowance is 1800 litres of barley, 12 minas of wool, 24 litres of oil, 20 litres of flour, 2 pieces of meat. This is only double that of the heir with 6 iku (CT 47 64). One would expect a much higher allowance, but we read in CT 47 63 that the heir has paid the debt of the testator Bēlessunu,

<sup>39</sup> This theory is based on *TCL* 1 230:33-35, 42-46 which implies 133, 33 litres per iku; cf. F. Pomponio, *I contratti di affitto dei campi per la coltivazione di cereali pubblicati in YOS 13* (Naples, 1976) 18. Such a fraction is not a coincidence but must be one-third of the full yield. Now,  $3/3 = 400$  litres per iku = 7200 per 18 iku (1 bùr) = 24 kor per bùr. This means in *Drittelpacht* a rent of 8 kor per bùr (the owner receives one-third, a *Drittel*, as gú. un, *biltum*). Confirmation seems to come from CT 8 20a, as explained below, V, 1 (but here gú a.šà is the total three thirds, 400 litres).

<sup>40</sup> ARN 161, but note that the wool ration is 10 minas, an equivalent of 600 litres of barley. In the second text a brother has to give his sister 720 litres of barley, CT 48 29.

<sup>41</sup> 6 iku, 2 houses, slave girl, silver: 900 litres per year (CT 6 33a); 6+[x] iku, house: 720 litres (MHET II/2 299); 9 iku, 2 houses: 1200 litres (MHET II/3 432); 9 iku, house, slaves: 1800 litres (MHET II/2 180); 18 iku, house: 100 (?) litres (MHET II/1 55); 22 iku, house, slaves: 1800 litres (CT 45 34); 30 iku, 3 iku garden, 2 houses, slaves: 3600 litres (TJDB 10 MAH 15.913); 46 iku, house, slaves, kettle: 1800 litres (CT 47 63).

45 shekels of silver, and these lines follow: "Bēlessunu shall not contract a debt; this property of her shall not be security of her debt; whoever gives her a loan of barley or silver, will forfeit her property".<sup>42</sup> This is nothing less than a warning. We read between the lines that Bēlessunu has been saved from financial disaster by her heir Amat-Mamu, a woman of a wealthy family who could dictate the relatively low allowance.<sup>43</sup>

There are other examples, too, that the heir pays the debt of the testator.<sup>44</sup> One should always be aware of the possibility that one person is helping out another by way of arrogation ("adoption").

### III. PARENTS AND CHILDREN

Much attention has been paid to "nuns" living in the cloisters of Sippar and Nippur who adopted women or men as daughters/sons with the intention to be supported by these "children" in their old age. We will study the nuns and their methods in the second half of this article, using

<sup>42</sup> *CT* 47 63:33-35: *B. ul uhtabbal mimmusa annum ana hubullisa ul izzaz sha* še'am u kaspam iqipushi ina mimmusa itelli. These lines were skipped by D. Charpin in: K.R. Veenhof, *Cuneiform archives and libraries* (Istanbul, 1986) (= *CRRAI* 30) 133 f.

<sup>43</sup> Amat-Mamu and her family: R. Harris, *OrNS* 38 (1969) 134-9.

<sup>44</sup> *MHET* II 864:19-24, 4 ma.na kù.babbar a-na hu-bu-ul-li ša N. it-ti B. il-qú-ú L. iš-qú-ul-ma a-hi-it N. um-mi-ša i-pu-ul. An arrangement resembling that of *CT* 47 63 is found in *CT* 45 16; see C. Wilcke, *RA* 73 (1979) 93 f. (the adopted man is hardly a slave). Cf. R. Harris, *Ancient Sippar* (Istanbul, 1975) 361, "Inherited debts and duties". Other passages on debts: *CT* 47 42:15 (42a:21-22): 6 gín kù.babbar HAR-sà (!) i-pu-ul; *BDHP* 66:6: 13 1/2 [gín kù.babbar] iš-qú-ul hu-bu-li-ša i-pu-ul; *UET* 5 274:17-19: HAR [...] P[N] i-pa-[al], with F.R. Kraus, *WO* 2 (1955) 130 f. and M. Van De Mieroop, *Society and enterprise in Old Babylonian Ur* (Berlin, 1992) 153 f.; *BE* 6/2 28:5-6 (Stone - Owen, *Adoption*, Text 4): 4 (gur) še HAR.ra PN ad.da.ni PN<sub>2</sub> in.su; C. Wilcke, *ZA* 73 (1983) 60:9: inūma ... x gín kù.babbar HAR.ra PN<sub>1</sub> PN<sub>2</sub> i-pu-lu. - Perhaps payment of a debt and fulfilling another obligation in *CT* 45 101:32-34: 6 gín kù.babbar PN a-na FN ama.a.ni in.na.an.sum ù ha-da-a-am i-la-ak, cf. C. Wilcke, *RA* 73 (1979) 94; on cancellation the son only forfeits what the mother had given him. - *BIN* 2 87 (HG 6 1500) records a debt of "5 shekels of silver, interest", followed by the right to a lifelong usufruct of a *huptum*-field. There probably is no relation between them; see the note in HG. - *MHET* II/2 299:22 refers to an extra obligation of the adoptee, over and above the yearly allowances: "apart from the 1500 litres of barley [...]".

new material (V, VI). Another strategy, freeing and adopting a slave in return for support, has already been studied in the past; some comments on this will be made below under IV.

We wish to focus first on modalities in the care taken for each other within the nuclear family. In most cases the bond between the family members is biological but we should always be aware of the possibility of adopted adults. The texts always speak of "son" or "daughter", "father" and "mother"; this terminology does not allow us to identify adopted children without further circumstantial evidence.

### 1. Sons supporting their father

*RA* 85 34 no. 22 — Three brothers agree that they will give their father Abu-waqar each the same amounts of barley (1000 litres), wool (4 minas), and oil (2 litres) after the last day of the last month of the year "has elapsed", i.e., starting on 1.I.<sup>45</sup> The brothers established (*šakānum*) these amounts "in mutual agreement" (*mitgurtum*) and swore an oath to the king not to change the conditions (*bal*). We know nothing of the background but note that the total of the father's allowance is 3000 litres of barley, 12 minas of wool and 6 litres of oil. The 3000 litres of barley (= 10 kor) fit the recommendation in the Sumerian text on the disbehaving son (see the *Excursus*, above).

*PBS* 8/1 16 — An unknown number of brothers have divided the estate; the oath is followed by: "W. and N. shall give to A., their father, monthly 60 litres of barley,  $1/3$  litre of oil each; yearly 3 minas of wool each. By (these) rations of barley, oil and wool they shall support him. Whoever does not support him, shall not exercise his right to the inheritance". Again, an oath to the king is sworn.<sup>46</sup> Here, the father is still alive; this is a "Verfügung von Todeswegen".<sup>47</sup> He assures himself a total yearly income of 1440 litres of barley, 8 litres of oil and 6 minas of wool. The 1440 litres is much less than the 3000 of the other father but it will suffice. It is double the standard amount of 720 litres (= 60 litres per month,

<sup>45</sup> M. Anbar, M. Stol, *RA* 85 (1991) 34 f. no. 22 (Larsa?).

<sup>46</sup> *PBS* 8/1 16 (Nippur) (= HG 6 1437; Stone – Owen, *Adoption*, Text 2). See Klíma, *Erbrecht* 74, E. Prang, *ZA* 70 (1980) 50 f.

<sup>47</sup> F.R. Kraus, *JCS* 3 (1949) 188. – G. van Driel, in note 12 of his contribution to this book, considers the possibility that the aged father was no longer able to act and that the children imposed an arrangement on him.

2 per day). We already learned from another text that the woman Alijatum receives in month VIb 720 litres from her "son"; we assumed that she will get the second 720 litres at the end of the year; in total 1440 litres,<sup>48</sup> i.e. the same amount.

MHET II/5 581 — A man has adopted S. as son and gives him 7 iku of field and 2 sar house. In return S. shall give him 1200 litres of barley, 10 minas of wool and 6 litres of oil, "as long as B., his father, lives, yearly (*adi B. abušu balṭu ina šanat*)". The conditions of the adoption are given at the end of the text. One clausula prohibits the father to sell the field or house, or to give the field to a tenant-farmer (28-31). This means that the adopted son farms this field.

## 2. Sons supporting their mother

TIM 4 27 — Three brothers support their mother S. with yearly rations: 750 litres of barley, 5 minas of wool and 4 litres of lard (pig fat). Moreover, "Iṣrupanni, the slave girl, shall serve her as long as S., their mother, lives. She shall not give her to the son whom she likes most. After S. has died, they three shall divide equally".<sup>49</sup>

The implication of the text is this: after the death of the father the estate will remain undivided and the sons will receive their inheritance on the condition that they support the mother. This must mean that the mother had the right to continue to live in the house of her husband; this is indeed what we can derive from CH § 171, 172. In a division of an estate in Sippar, one third of the house remained undivided: it was reserved for the mother and daughter.<sup>50</sup> Another division of an estate between two brothers, after their father's death, adds that a house, 6 iku of field and a slave girl are "the share" of their mother; after her death the brothers shall divide it.<sup>51</sup>

<sup>48</sup> TCL 1 114 (VAB 5 226).

<sup>49</sup> TIM 4 27. We translated lines 10-18, (10) *Piš-ru-pa!-ni* SAG.SAL (11) *en.na* *sal-kal.la* *ama!.ne.ne* (12) *al.ti.la.šè* (13) *igi.ni.šè* *l.gub!.bu!* (14) *dumu* *igi.ni* *šag<sub>5</sub>.ga.šè* (15) *nu.un.na.ab.sum.mu* (16) *egir* *sal-kal.la* *ba.úš.a.ta* (17) 3 *a.ne.ne* (18) *téš.a.sè.ga.bi* *l.ba.e.ne*. For "the son whom she likes most" (14), cf. CL § 31 (Col. XVIII 3).

<sup>50</sup> Thus E. Woestenburg, B. Jagersma, *NABU* 1992 / 28.

<sup>51</sup> CT 8 4a, rev. 8-13.

We have more examples of the lifelong assignment of a *slave* girl to a married woman; some texts say that the girl has to return to her original owner(s) after the death of the woman.<sup>52</sup> Other contracts reserve to the parent the right to keep the slave(s) listed in his / her estate as long as he / she lives.<sup>53</sup> In a gift by a man to his wife slaves are the most important (or only) item.<sup>54</sup> They do more than just domestic duties, they can, in fact, be hired out. One of the texts has the precious information that the slave girl given by father I. and mother B. to daughter D. "shall support B., her mother, as long as she lives; after her gods have called up B., her mother, she shall belong to D., her daughter".<sup>55</sup> The estate is small: no fields, no houses; only this one slave girl, some elementary clothing and household utensils. The mother really needs the services of the slave girl and we understand that the girl even earns her an income; she was probably hired out and this way "supported B." In another text a daughter gives her slave girl to her mother, and "as long as she lives, she shall support her". After the mother's death the slave girl has to return to the daughter and the latter will inherit everything.<sup>56</sup> An unpublished text confirms the idea that these slaves could earn old people an income. A mother gives her daughter (a nun) fields, houses, and two (named) male slaves of whom this is said: "As long as she lives, they shall give her per year 1 shekel of silver and 6 litres of oil and later on (= after her death)

<sup>52</sup> ARN 7 (line 11: *igi.ni.ne.šè 1.gub.bu*); UET 5 99:1-6 (lines 3-6: *igi.ni.šè 1.gub.bu egir FN PN ba.an.tùm*); UET 5 91 and 95 (see below). For *gub*, "to serve", see K.R. Veenhof in *Zikir Šumim* 375 n. 42.

<sup>53</sup> Kraus, *SD* 9 13 f. (*BDHP* 25 and *BE* 6/1 101; called slaves), *BE* 6/1 116:10-16. Other texts guarantee the parents the usufruct of fields, houses, and slaves in general terms; *CT* 8 5a:16, 46:21.

<sup>54</sup> Klíma, *Erbrecht* 101.

<sup>55</sup> *BE* 6/1 101 (VAB 5 209). In *BDHP* 25:8-9 the slave given by the father is qualified as "her wood carrier" (*na-ši i-ši-ša*). He may be a young boy; elsewhere a father gives his daughter "one young female slave, for serving drinks to her (*a-na me-e ša-qi-ša*) (*MHET* II/3 393:30-32). We learn from an Old Assyrian text that a woman needs "food, oil, and (fire)wood" (*a-na ú-kul-ti-ša 1.gi š ù e-ši-ša*); kt 88/k 269:12-13, cited by J.G. Dercksen, *The Old Assyrian Copper Trade in Anatolia* (Istanbul, 1996) 42 note 142. Published by S. Çeçen, *Archivum Anatolicum I* (1995) 57, 70 Nr. 5; cf. p. 11.

<sup>56</sup> *UCP* 10 no. 105, with S. Greengus, *Studies in Ishchali Documents* (Malibu, 1986) 108 f. Lines 9-10 are garbled; one would expect: "FN<sub>1</sub> (the slave girl) shall return to FN<sub>2</sub> (the daughter)".

they are 'clear', they belong to themselves" (= are free)<sup>57</sup>. As the one shekel is good for one garment and the 6 litres of oil do not mean much, the slaves did not guarantee the woman a full income. That a slave could have money of his own is clear from a manumission: a freed slave girl paid the price, 10 shekels of silver, herself (*BE* 6/2 8).

*UET* 5 95 — Some texts come from Ur. One text says that three brothers "give the slave girl I. to T., their mother, instead of her rationed food (*ana kīma kurummatiša*) and her rationed wool, in order to support (*našūm* Gtn) her. On the day that a husband marries her, they shall take away the slave girl".<sup>58</sup> The mother is a widow. Here, the family temporarily takes care of a woman who is without support but is supposed to remarry later. There are more examples of this.<sup>59</sup>

*UET* 5 89, 91 — Two texts from Ur inform us on the development of the support of a mother<sup>60</sup>. A couple has adopted two men on the condition that they shall give to their mother "as long as she lives monthly 60 litres of barley, 1 litre of oil; yearly 6 minas of wool" (nothing is said regarding the father). That is to say: yearly 720 litres of barley, 12 litres of oil, 6 minas of wool. Thirteen years later, only the second man (Munanum) is acting: "Munanum shall give to Ningal-lamassī, ..., one slave, named Šamaš-ḥāzir, in order to give her food. As long as Ningal-lamassī lives, Šamaš-ḥāzir shall give her food. Moreover, during two years Munanum shall give Ningal-lamassī 2/3 shekel of silver each (year). After Ningal-lamassī has died, Munanum shall take

<sup>57</sup> BM 97303:11-14 (= *MHET* II 881), (11) *a-di ba-al-ṭà-at i-na mu. 1 . k am* (12) 1 *gín kù. babbar.ta.àm ù 6 sìla 1. giš.ta.àm*<sup>1</sup> (13) *i-na-ad-di-nu-ši-im-ma* (14) *ul-li-iš el-luša ra-ma-ni-šu-nu-ma.-* Note the partly illegible item "One slave girl, FN, ... shall support her, her ...; 1 *ša-nu-um* [= *šennum*] *ša 1 bán*", *CT* 8 49a:16-20 (VAB 5 14).

<sup>58</sup> *UET* 5 95, with D. Charpin, *Le clergé d'Ur* (Geneva, 1986) 135-8. Read in line 11 *mutum* "husband", not *mütum* "death".

<sup>59</sup> Gifts to temporarily unmarried persons: there are other statements that the situation will change as soon as a supported woman is married; *CT* 8 50a:8 (VAB 5 183); *CT* 45 65 with C. Wilcke, *Zikir šumim* 444; possibly *YOS* 12 400 (gift to sister; "her husband shall be her heir"). An unmarried son could be involved in the obligation of a man to give his brother yearly 1 shekel of silver (*BAP* 6).

<sup>60</sup> *UET* 5 89 (Sin-iqišam 3) and 91 (Warad-Sin 11), with F.R. Kraus, *WO* 2 (1955) 129 f.; M. Van De Mieroop, *Society and enterprise in Old Babylonian Ur* (Berlin, 1992) 149 f., 217.

his slave with him. He swore to the king".<sup>61</sup> The male slave has the potential to earn the subsistence for the woman. Why the silver contributions of the son are limited to two years, is unknown.

*UET 5 115, 603* — Another Ur text first lists the inheritance shares of two brothers; then follows that "they shall give their mother monthly 30 litres of fat flour (zíd. ŠE), 1/2 litres of oil; yearly 6 minas of wool". That is to say, yearly 360 litres of flour, 6 litres of oil and 6 minas of wool.<sup>62</sup>

*BE 6/2 48* — This contract belongs to a type known from Nippur: a man or woman, widowed or divorced, marries again and they adopt the children of the other side; they are the heirs ("Type 3").<sup>63</sup> One of those texts has an extra clause on supporting the mother. We summarize this text. A man with sons marries a (new) wife.<sup>64</sup> The man gives the sons to her as her heirs which means that he makes her adopt them as her sons. The sons will inherit the estate of their father. The man and the woman recognize each other as husband and wife, the sons recognize her as their mother and she recognizes them as her sons. Two broken lines on "inheritance" (nam.ibila) follow; they may have given the motivation or background for the unusual support clause that follows,<sup>65</sup> and which

<sup>61</sup> *UET 5 91*, (1) 1 īr <sup>d</sup>utu-<sup>r</sup>ba-zi-ir<sup>1</sup> (2) <sup>P</sup>mu-na-nu-um (3) <sup>Pd</sup>nin.gal-la-ma-sí 'x x<sup>1</sup> (4) nam.ša.gal.a.ni (5) in.na.an.sum (6) en.na <sup>d</sup>nin.gal-la-ma-sí (7) a.na.ti.1a.àm (8) <sup>Pd</sup>utu-<sup>r</sup>ba-zi-ir (9) ú-ša-ak-ka-al-ši (10) ú mu.2.kam (11) 2/3 gfn kù.babbar.ta.àm (12) <sup>P</sup>mu-na-nu-um (13) <sup>Pd</sup>nin.gal-la-ma-sí (14) in.na.an.sum (15) egir <sup>Pd</sup>nin.gal-la-ma-sí (16) nam.tar.še ba.gin (17) <sup>P</sup>mu-na-nu-um (18) īr.da.ni ba.an.tùm.mu (19) mu lugal.bi in.pàd. (Witnesses).

<sup>62</sup> *UET 5 115* and *603*, with K. Butz, *OrAnt* 19 (1980) 104 f.

<sup>63</sup> In Stone – Owen, *Adoption* this is adoption Type 3, see p. 5 f. D. Charpin, *JAOS* 114 (1994) 94b: "marriages with adoption", rather than "adoptions with marriage". For this group, see P. Koschaker, *ZA* 35 (1924) 194 (interpretation partly wrong); R. Westbrook, *OBML* 63; D. Charpin, *BiOr* 36 (1979) 191a, on *YOS* 14 344. – Note that Stone – Owen, *Adoption*, Text 27 (= *YOS* 15 73 in Westbrook!) has been misinterpreted; see Charpin, *JAOS* 114 (1984) 95b, M. Van De Mieroop, *JCS* 43-45 (1991-93) 125a, 128; Westbrook, 138.

<sup>64</sup> The third son, named "their brother", could be the son born to this man and his new wife, or her own son.

<sup>65</sup> *BE 6/2 48:25-26*, (25) [<sup>P</sup>na-ra-a]m-tum ša.g[a x x x x] x (26) [x x n]am.ibil[a x x x x x] x . Westbrook, *OBML* 115: "Naramtum [(may give her) inheritance to her heart's desire"; with this explanation, 63: "She also, it would appear, will receive a share of her husband's estate".

runs as follows: the sons "shall support her with [yearly] 720 litres of barley, 6 m[inas of wool, ... litres] of oil" (27-30). The heir who does not, forfeits the property (níg.gá) of his father.<sup>66</sup> The rule in Nippur that the heir receives his share only on the condition that he supports his mother has been seen above (in *TIM* 4 27). One would think that supporting your mother, even if she is a step-mother, is self-evident when one has been adopted by her as a son. Why is this text so explicit about it? The husband /father seems to distrust his (adult) sons and imposes upon them an explicit obligation to support their mother. After his death?<sup>67</sup> We suggest that the broken lines 25-26 say that the mother will enjoy the estate as long as she lives; after her death, it will fall to her sons.<sup>68</sup> In the meantime, they must support her. Another text in "Type 3" lists a house, a field and gardens as (part of?) the estate; one can imagine that this was sufficient to guarantee the widow an income.<sup>69</sup> In contrast, the estate of our text might have been much smaller. We add that the social standing of the new wife was not high: she will be made a slave and sold if she denies the marriage. The same penalty in "Type 3" awaits mother and her sons in Stone - Owen Text 14.

*BDHP* 41 — In Sippar, a field, the share of two brothers, is described. This description is followed by: "They will give 420 litres of barley to their mother, yearly. Whoever does not give the barley, has no claim to the field".<sup>70</sup> Clearly, this field is held by all brothers as still undivided

<sup>66</sup> *BE* 6/2 48 (Samsu-iluna) (*VAB* 5 6), with *ARN* p. 77 Ni. 1919 (sealed by man and wife); Stone - Owen, *Adoption*, Text 16 (read in 19 ama. me; add to line 24 b.a.ra.è. dè). Cf. P. Koschaker, *ZA* 35 (1924) 194 (interpretation partly wrong; see also Klíma, *Erbrecht* 77, 90); R. Westbrook, *OBML* 63, 115 f.

<sup>67</sup> Stone - Owen, *Adoption*, 8 f., wrestle a little with this problem. Correct in Table 3, Text 16, their "864" sila into 720 sila.

<sup>68</sup> This is Koschaker's point: "es soll der Ehefrau auf den Todesfall des Mannes ein Vermögen zugewendet werden, über dessen Substanz sie zwar nicht disponieren darf, weil es ihren Söhnen verfangen ist, d.h. ihnen als Erben unverkürzt verbleiben soll, dessen Erträge aber ihre Versorgung als Witwe sichern soll" (*ZA* 35 195).

<sup>69</sup> Stone - Owen, *Adoption*, Text 17 (= *PBS* 8/2 155, with Koschaker).

<sup>70</sup> *BDHP* 41 (= *HG* 6 1444). Text: (1) 12 iku a. šà i-na Bu-ra ki (?) (2) i-na ši-di-im ar-ki-im (3) i-ta a. šà be-el-šu-nu (4) ù i-ta a. šà ri-iš-ir.ra (5) h a. la <sup>4</sup>EN.ZU-mu-ba-lí-iṭ (6) ù ip-qú-ša (7) a-ḥu-um ma-la a-hi-im (8) šu. ba. an. [ti] (9) 1.2.0.0 gur še a-na um-mi-šu-nu (10) i-na mu. 1. kam (!) i-na-di-nu (11) 3a še-am la i-na-di-nu (12) i-na a. šà ú-ul šu-ḥu-[uz] (witnesses follow).

property and we can speculate that the yearly amount of barley for the mother comes from this field. The size of the field is 12 iku and the text promises the mother 420 litres per year. This is not the total yield; see note 39.<sup>71</sup>

*CT 2 24* — A man deeded (lit. "wrote") to his daughter, a nun, 6 iku of bought fields; moreover, he "gave" her 1 iku field, bought from her aunt, and one house. She will have the usufruct of all this as long as she lives; "after her gods have called her up, Lītawiram (?), her brother, is her heir, the one inheriting her estate. He shall support (*našūm*) Muḥadditum, his mother, as long as she lives".<sup>72</sup> It is possible that the father is already dead and that the text, after having summarized his two gifts to his daughter, sets out the son's rights and duties. At the end of the text follows the rare clause in which a third party guarantees that he will stand up against anyone who tries to evict the daughter (*sākipum*); we now understand why the text indicated so carefully the origins of the fields. The father is no longer there and the son could use the fields (7 iku) to support his mother.

There are two other texts where adoption is involved: a man or woman has been adopted on the condition that he or she supports his or her mother:

*YOS 14 147* — An adopted man will inherit (*redūm*) the share of his mother from her family property; in return he will support her as long as she lives.<sup>73</sup>

*BE 6/2 4* — A woman adopts a girl from her parents as daughter and pays them 1 $\frac{2}{3}$  shekel of silver for having raised her. The girl shall work

Line 10: see the next note. For *šūhuz* in line 12, cf. *BDHP* 13:8; Kienast, *Kisurra* no. 93:25.

<sup>71</sup> *HG* 6 1444 and *CAD* A/2 263 (3') read in line 10 *i-na ITU-bi i-na-di-nu* "they will give monthly". Dr. G. van Driel collated the tablet and saw an unequivocal *i-na mu.1.kam* (BM 82487). The Case offers: [...] 'gur' ſe *i-na mu.1.kam a-na um-mi-šu-nu i-na-di-nu* (BM 82488).

<sup>72</sup> *CT 2 24* (*HG* 3 472). This text suggests a difference between "to write" and "to give". For "to write", see Klíma, *Erbrecht* 72; *CAD* Š/2 231 f.

<sup>73</sup> *YOS 14 147:1-8*, (1) *Adad-nada dumu Hussuptum* (2) *egir Hussuptum* (3) *a.ša giš. SAR ù é* (4) *ḥ a.1a Hussuptum* (5) *ša i-na é ad.da.ni* (6) *i-zu-áš-zu* (7) *Adad-nada dumu Hussuptum* (8) *ir-te-ne-ed-de*.

as a prostitute and “give her bread to eat”.<sup>74</sup> An arrangement like this is also known from the Middle Babylonian period.<sup>75</sup>

*AbB* 4 145 — A nun writes to her brother: “Your barley ration: nobody has given (it) to your mother” (lines 31-33).

### 3. A son supporting his father-in-law/mother-in-law

Friedrich, *BA* V 503 no. 33 — A father is supported by his son-in-law. We have here a text documenting something that happened twenty years ago: “Ili-eriš, having no son, had reached old age (?) and gave this 2 SAR house to Awelija (...), his son-in-law, the husband of his daughter, in order to give him food and, as long as he lives, to support him”.<sup>76</sup> The son-in-law must already have reached maturity because the house is situated next to an empty lot that he had built on. The end of the text says that after the deaths of both men, twenty years later, “Erišti-Erra is the [daught]er of Ili-eriš”. We assume that this way the house returned to the family of Ili-eriš. As to the care, “to give food” (*akālum* Š) is first singled out as the most important part of supporting (*našūm* Gtn) the old man. A text studied above documents two activities for the mother’s benefit, “to give food”, and to give her a yearly amount of silver.<sup>77</sup>

*BM* 97544 — We have an exceptional text documenting a son-in-law supporting his mother-in-law (*emitum*), discovered in the British Museum by Els Woestenburg and Bram Jagersma. Translation: “Šumi-eršetim shall feed Ibbijatum, his mother-in-law, as long as she lives; he shall give her full discretion and he shall give her 60 litres of barley per month, he shall clothe (her) with a garment” (five witnesses; date).<sup>78</sup> The

<sup>74</sup> *BE* 6/2 4 (VAB 5 11; Stone – Owen, *Adoption*, Text 20).

<sup>75</sup> *BE* 14 40.

<sup>76</sup> V. Scheil, *SFS* no. 68; Th. Friedrich, *BA* V/4 (1906) 503 no. 33 (= *HG* III 477). We gave a translation of lines 9-16, (9) *pi-il-e-ri-iš* (...) (10) [dum]u. UŠ *la i-šu-ú-ma* (11) [*i* (?)]-*it-tam ik-šu-dam* (12) [*a-na a-we-li*]-*ja lú. túg dumu li-iš-lim-ke-n[u-um]* (?) (13) [*e*]-*mi-šu mu-ti dumu SAL.a.ni-šu* (14) *a-na šu-ku-li-šu ù a-di ba-al-pú* (15) *i-ta-aš-ši-šu* (16) 2 *sar* 6. *dù. a an¹-ni-a id-di-nu*.

<sup>77</sup> *UET* 5 91.

<sup>78</sup> *BM* 97544 (1902, 10-11, 598), as transliterated by Els Woestenburg: (Obv.) (1) *pšu-mi-er-se-tim* (2) *pi-bi-ja-tum* (3) *e-me-sú-ú* (4) *a-di ba-al-fà-at* (5) *i-pí-ir-ši* (6) *li-ib-ba-ša ú-<ša>am-ši(!)-i-m[a]* (7) *itu. 1. k am 2 PI še* (Lo. Edge) (8) *i-na-di-iš-ši* (9) *sú-ba-ta-sú* (so!) *ú-la-ab-ba-aš* (Rev.) (10) *ig i ⁴EN.ZU-ma-gir* (11) *ig i*

text is dated on the first day of the new year. What the "full discretion" (*maṣūm*) means here, I do not know.

#### 4. A daughter supporting her mother

*PBS 8/1 1* — A woman has given her house and a slave girl, "house and property, whatever there is", to her daughter. No son shall lay any claim to them and the daughter shall give her mother a monthly ration of 15 litres of barley. That is to say, 180 litres per year.<sup>79</sup> The mother, according to the impression of her seal, "female servant of the palace" (*gēme é.gal*), seems to bequeath her total private property to her daughter; the Case of this tablet speaks of "house, slave, and property of Nin-meduga, whatever there is". The monthly ration is not enough to live on. Having a slave girl is essential in the life of an ageing woman, as we have seen in other contracts, so one could guess that here "she gave" means: she assigned to her daughter; only after her death the daughter would acquire everything. "To give" does indeed have this meaning in legacy contracts.<sup>80</sup> The slave girl may have earned the mother the extra food that she needed. Another possibility is that the mother, as "servant of the palace", derived income from that position.

*UCP 10 no. 105* — A daughter gives her mother a slave girl who shall support her. After the mother has died, the girl will return to the daughter (?) and the daughter "shall take whatever she has and will acquire".<sup>81</sup> One has the impression that the daughter was adopted by an independent woman. If she had been the biological daughter, her status as heir would have been beyond discussion. We do not, however, know enough of the background in this instance.

*CT 6 47b* — This text first describes events that took place 20 years ago: Mother Ajatija "left" (*ezēbum*) the slave girl Atkalšim to her daughter and the daughter had supported the mother. Further, Ajatija's husband

<sup>79</sup> *PBS 8/1 1* (= *HG 6 1730*).  
<sup>80</sup> *Klīma, Erbrecht* 84 f. ("die Vermögensübereignung erfolgt erst nach dem Tode des Vergabenden").

<sup>81</sup> *UCP 10 no. 105*, with S. Greengus, *Studies in Ishchali Documents* (Malibu, 1986) 108 f. Lines 9-10 are garbled; one would expect: "FN<sub>1</sub> (the slave girl) shall return to FN<sub>2</sub> (the daughter)".

Sin-nāṣir had "left" (= divorced) her and written a tablet waiving any claim. The text subsequently describes the outcome of a litigation in which the ex-husband claimed the slave girl from the daughter.<sup>82</sup> We are only interested in the first lines: a divorced woman gives her daughter a slave girl (originally a gift from her husband?) and is supported in return.

*CT 6 37a* — It is possible that we see the same Ajatija arranging for her old age in a different way in another text.<sup>83</sup> The text opens with "Mār-eršetim, the son of Ajatija, has taken into marriage Atkal-ana-bēlti, her slave girl". She remains a slave to Ajatija. "Whatever Ajatija has acquired or will acquire, belongs to Mār-eršetim. As long as she lives, they both shall support (her)". M. Schorr was of the opinion that this son (and the daughter of the first text) are both adoptive. We can indeed expect that after a divorce the natural children had gone with the father. In that case, we observe what measures were taken by the woman after her divorce. In an unpublished text (BM 92654), Ajatija "wife of Sin-nāṣir" buys a male slave (named Abi...) from the *nadītum* Erištum (Sm). Did she buy a slave with the intention to adopt him and marry him to her slave girl, in order for them to take care of her? This slave Abi... may have died and subsequently she acquired Mār-eršetim. — More examples of an arranged marriage between slaves with the intention of supporting a person are known from Dilbat (V, 1) and the Innabatum texts (VI).

It would be appealing to identify the slave girl Atkalšim of the first text with Atkal-ana-bēlti of this second text.<sup>84</sup> But we have a problem because Atkalšim seems to be unmarried. There is a solution, however: the marriage with Atkal-ana-bēlti was the first arrangement, the husband died, and the woman (Atkalšim) was given to the daughter.

##### 5. A husband supporting his wife

In a number of cases we see that a husband makes a gift to his wife; he can determine that after her death she may leave it to the son(s) who she likes. This is what we read in CH § 150 ("to give": verb *šarākum*).<sup>85</sup>

<sup>82</sup> *CT 6 47b* (Hammurabi 24) (*VAB* 5 266; "Adoptivtochter"), cf. Westbrook, *OBML* 21 f., 118.

<sup>83</sup> *CT 6 37a* (not dated) (*VAB* 5 35; "Der Sklave M."), cf. Westbrook, *OBML*, 66b ("her son").

<sup>84</sup> R. Harris, *JCS* 29 (1977) 51 note 17, end.

<sup>85</sup> Klifma, *Erbrecht* 100-102.

Why would such a gift be necessary; do not the sons of the man take care of their mother? We assume that in some cases the man has married a widow and that his own sons have no responsibility towards the new wife. After the man's death, this new wife will be secured an income thanks to this gift. Though along other lines, Westbrook, who did not see this point, drew the correct conclusion that in the contracts that we have the property is not vested immediately in the wife. "We conclude that ownership in marital gifts did not vest in the wife during her husband's lifetime; it remained with the husband. Consequently, if the wife predeceased her husband, her own heirs could not lay claim to the gift, since she had never acquired ownership in it".<sup>86</sup> We have one important modification: the simple verb "to give" (*nadānum*) has the legal meaning described by Westbrook; as so often, it has the connotation of a promise.<sup>87</sup> The verb "to give as a present" (*qiāšum*), on the other hand, means that the gift is an immediate reality. One of the texts discussed below is quite explicit in this: a husband gives as a present (*iqiš*) a slave girl M. to his wife Š.; "from the day that this tablet was written, whatever will be born to M., will belong to Š." (VAS 8 15/16). The same may apply to "to make a gift" (*šarākum*) in CH § 150.

*CT 6 38a* — Ipiq-ilišu gives his wife a house, and in addition an office of her father. She may "give this to the son from her sons whom she likes". "The rest of the house, as much as there will be, and the rest of the office, as much as there will be, is of Jammaja". We do not know what the offices are. The husband assures his wife a minimum: a house and the revenues of an office of her family. I do not know who Jammaja is; probably the husband's own son, in contrast to the sons of the wife. I assume she was a widow with sons of her own, who remarried Ipiq-ilišu.<sup>88</sup>

*CT 8 34b* — Awil-ili gives his wife M. a house, two slave girls, garments and household utensils. She may give this to that son among the

<sup>86</sup> R. Westbrook, *OBML* 98a. — Westbrook has a few remarks on the texts to be discussed below (p. 96b, 98 f.).

<sup>87</sup> Cf. Klíma, *Erbrecht* 84.

<sup>88</sup> *CT 6 38a* (Ae). The office is *isqum ká.gal* (10). An income from offices could be sufficient for old age; see Wilcke, *ZA* 73 (1983) 60.

sons of Awil-ili "who will revere her and will make her happy".<sup>89</sup> This means that the sons of Awil-ili have no actual obligation to take care of the woman (not their mother, we suppose) but are rewarded if they do.

*VAS* 8 15/16 — Sin-pilah gave to his wife Š. a slave girl as a present (*qiāšum*); his sons shall not claim the girl. All children that will be born to the girl from the day of this contract, will belong to the wife. Then follows the laconic remark "Saniq-piša is the daughter of Š."<sup>90</sup> Eight witnesses follow, "the sons of Sin-pilah". M. Schorr is also of the opinion that the wife is "die zweite Ehefrau". "Saniq-piša is the daughter of Š." means that she is the heir.<sup>91</sup> Klíma stresses that the slave girl is not given to produce children but primarily to assist the woman in her old age. He sees in Saniq-piša the daughter of Sin-pilah, now a little girl, but later in need of a slave girl.<sup>92</sup> We remark that she could also be the daughter of the man and his new wife.

*BE* 6/1 116 — One female slave and two young males whom a Head of Merchants had given to his wife. As long as she lives, she will be in possession of the slaves. Broken lines follow; "[she may give (them) where] it pleases her; they shall not vindicate from her her [...]s".<sup>93</sup> This looks like an example of *CH* § 150: a free gift to the wife.

*BE* 6/1 95 — Ibni-Šamaš gives to H., "the šugetum, his wife", a house (inheritance of Amat-Mamu which Ibni-Šamaš had taken), slave girls and household utensils. As long as his wife lives, she will have the use of the property; in the future, two men, her sons, will be her heirs. A broken passage with more clauses follows.<sup>94</sup> A šugetum is always the second wife; the first is the childless nun, *naditum*.

<sup>89</sup> *CT* 8 34b (Sin-muballit) (*VAB* 5 202; *MHET* II/1 117). Lines 17-20: *ina māri A. ana ša ipallašu u libbaša ujabbu inaddin*.

<sup>90</sup> *VAS* 8 15/16 (*VAB* 5 205). The remark "Saniq-piša is the daughter of Š." (15:12-13) follows in 16 after line 4.

<sup>91</sup> A litigation on her and her children, witnessed by some sons of Sin-pilah, is *VAS* 8 102 (*VAB* 5 264).

<sup>92</sup> Klíma, *Erbrecht* 101. His opinion on the children of the slave girl is confirmed by the remark in the list *CT* 8 25a:16 (*VAB* 5 16): "One slave girl, FN, together with her children, as many as have been born and will be born".

<sup>93</sup> *BE* 6/1 116 (Samsu-ditana) (*VAB* 5 204).

<sup>94</sup> *BE* 6/1 95 (Amš) (*VAB* 5 203); cf. Klíma, *Erbrecht* 102; G.R. Driver and J.C. Miles, *The Babylonian Laws* I (Oxford, 1952) 372 f.; Kraus, *SD* 9, 46 n. 103

## IV. A SLAVE SUPPORTING HIS MASTER AND BECOMING FREE

This topic has been studied by several scholars<sup>95</sup> and we will discuss only a few texts. We have seen that slave girls could be given to parents in order "to serve" them; after their deaths they were often returned to the original owner (see III, 2, on *TIM* 4 27). In the texts to be discussed here, they are often either freed — completely or partly — or adopted. We have seen and will see that a marriage between slaves — adopted or not — can be arranged by a free person; the new couple will support this person (III, 4, Ajatija; V, 1, Dilbat). In some instances, a marriage between a free person and a slave (girl) is arranged to this end (*TCL* 1 90, below, at the end of V. 1; VI, 2. Innabatum, text 2; VI, 3. Kalkatum and Daqqatum).<sup>96</sup>

*ARN* 7 — A couple in Nippur frees their female slave (ama.ar.gi<sub>4</sub>.a.ni in.gar.re.eš) on the condition that "as long as W. and N. live, she shall stand before them" (= serve them). In the future their three children, the heirs, shall not vindicate her status as slave girl. Most witnesses are overseers in the workshop of female weavers. From this we derive that the slave earned wages for her owners in this establishment; she was a weaver girl.<sup>97</sup>

(correction of lines 8-9). "Her sons are her heirs" also said of a Šugetum in *BE* 6/1 101:24 (VAB 5 209).

<sup>95</sup> P. Koschaker, *Über einige griechische Rechtsurkunden aus den östlichen Randgebieten des Hellenismus* (Leipzig, 1931) 68-83; B. Kienast, in: *Gesellschaftsklassen im alten Zweistromland und in den angrenzenden Gebieten* (Munich, 1972) (= *CRRAI* 18) 99-103; R. Harris, *Ancient Sippar* (Istanbul, 1975) 347 f.; K.R. Veenhof in *Zikir Šumim* 359-385; R. Westbrook, *Chicago-Kent Law Review* 70 (1995) 1648-1651. Note Chapter 5, "The case against the non-Roman Near East: paramonē", in Patricia Crone, *Roman provincial and Islamic law. The origins of the Islamic patronate* (Cambridge, 1987) 64-76.

<sup>96</sup> The man and woman adopted by Aḥatum and supporting her look like a couple; *VAS* 8 55 (VAB 5 24). A woman is supported by a free person and her own daughter (probably an adopted slave girl); they are a married couple: *MHET* II 885.

<sup>97</sup> *ARN* 7 with p. 64 Ni. 353 (= V. Scheil, *RA* 14 [1917] 151 f.; *HG* 6 1427). Cf. K.R. Veenhof in *Zikir Šumim* 375. — A similar contract from Nippur is 3N-T845, published by M.T. Roth, *Scholastic tradition and Mesopotamian Law* (University Microfilms, 1979) 108f.; copy by E.C. Stone, *Nippur Neighborhoods* (Chicago, 1987) Plate 67, Text 53. See Westbrook, *Chicago-Kent Law Review* 70 (1995), 1650 note 55.

*TJDB* 7-8 — This text combines freedom with adoption. The nun of Šamaš Lamassī “clears” the young slave girl Šuhitum, which means that she frees her. The last clauses of the text show that she also adopted her as her daughter; her family cannot claim her as slave. “As long as Lamassī lives, §., her daughter, shall support her; later on (*ulliš*) [= after her death], she belongs to Šamaš”.<sup>98</sup> This seems to mean that she will have a position in the cloister; she will not be really free.<sup>99</sup> We cannot investigate the “clearing”; other texts show that the “cleared” person is adopted, has to support her mother and belongs to a god. Sometimes, she “belongs to herself, whatever she wishes (she can do)”, i.e., she is unconditionally free.<sup>100</sup> The most explicit formulation is this: “She [= Šerikti-Aja daughter of Adi-anniam] cleared her, she reckoned her with the free citizens. As long as Šerikti-Aja lives, she shall support her. After Šerikti-Aja has been called up by her gods, she is clear, she belongs to herself”.<sup>101</sup> We have already seen that two male slaves will give a lady 1 shekel of silver per year and 6 litres of oil for the rest of her life; “after her death they are clear, they belong to themselves”, the document on the gift says; undoubtedly, separate documents on these conditions were made out for each of the two slaves.<sup>102</sup>

## V. UNMARRIED WOMEN: NUNS

Normally, the daughter of the house is married off to another family, and her husband and children will take care of her. This is not true for the

<sup>98</sup> E. Szlechter, *TJDB* (1958) 7 f. MAH 15.954. The girl is qualified as SAL.LÚ.TUR.RA (1). Cf. SAG.İR.TUR.RA, “young male slave”, *BE* 6/1 116:2,4.

<sup>99</sup> Read in line 9 *ul-li-iš ša* <sup>d</sup>utu *ši-i*. Of a “cleared” couple in Dilbat, studied below (V, 1), it was said “They are clear, they belong to Šamaš” (*el-lu ša* <sup>d</sup>utu *šu-nu*, *BIN* 7 206:14). Cf. M. deJong Ellis, *JCS* 27 (1975) 138 note 29.

<sup>100</sup> *VAB* 5 p. 44 ff.; also *BIN* 7 206, *CT* 48 46. “She belongs to herself” in *BE* 6/1 96:14 (*VAB* 5 29). K.R. Veenhof found new texts containing the phrase *ša ramāniša ši*, “she belongs to herself” (*BM* 96982; 96887; 97003, copied by him; here a man clears a woman).

<sup>101</sup> *BM* 82504:5-11, partly cited in *CAD* A/2 56a, (5) *ul-li-il-ši* (6) *ki dumu.meš a-we-le im-nu-ši* (7) *a-di Še-ri-ik-ti-<sup>d</sup>A-ja* (8) *ba-al-tà-at it-ta-na-aš-ši-ši* (9) *iš-tu Še-ri-ik-ti-<sup>d</sup>A-ja* (10) *i-lu-ša iq-te-ru-ši* (11) *el-le-et ša ra-ma-ni-ša-ma*.

<sup>102</sup> *BM* 97303 (= *MHET* II 881; see III, 2, on *TM* 4 27); line 14: *ul-li-iš el-lu ša ra-ma-ni-šu-nu-ma*.

"nuns" (*nadītum*) of the Old Babylonian period. The city Sippar had a large cloister compound where unmarried women lived; the city Nippur also had one. These unmarried women had the task to pray for the well-being of their families and there is no problem in naming them "nuns". They did not pray all day, however, and devoted much of their time to the administration of their properties. These women came from rich families, they owned houses, fields, gardens, slaves, and movables. One of their problems was who was to take care of them in their old age — and these nuns often reached a high age. Their father and brothers had the moral duty to support them. These nuns could also adopt a woman as "daughter" (sometimes a man as "son") who promised to do so.

### 1. Brothers supporting their unmarried sister

The father and brother(s) had the responsibility to "feed" (*suddūm*) the nuns and were required to lay this down in a written contract, as is shown in a letter written by king Samsu-iluna, confirming the tradition.<sup>103</sup> The background of CH § 178 is the institution that brothers support their sister (a nun) with food, oil and clothing; if they do not, she has the right "to give her field and her garden to the farmer as it pleases her and her farmer shall support her; she shall 'eat' the field and the garden and whatever her father had given to her, as long as she lives. She shall not sell it, she shall not appoint an heir (to it); her inheritance belongs to her brothers". It has not yet been seen that this "law" (*ṣimdatum*) is summarized in a letter: "In the law of [my lord ..]: 'A *nadītum* of Šamaš who has full [discretion], gives her field to the farmer of her heart. If she has no [full] discretion, her brothers support her'. He/ She has by-passed (?) the words (?) of the law of my lord".<sup>104</sup>

In a letter a nun complains: "After my father has died, my brothers did not give to me the gift (*nudunnūm*) as written on the tablet. (...) A

<sup>103</sup> C. Janssen, "Samsu-iluna and the hungry *nadītums*", *Northern Akkad Project Reports* (MHE Series I) 5 (1991) 3-39.

<sup>104</sup> H. de Genouillac, *PRAK* 2 D 24 rev. 4-9, with collations by J.-R. Kupper, *RA* 53 (1959) 34. I suggest: (rev. 4) *i-na ṣi-im-da-a[t be-lí-ja ...]* (5) *lukur (!) ⁴utu ṣa ma-li li-bi-[ṣa ma-ṣi-a-ti]* (6) *a.[ṣ]a-ṣa a-na e-re-eš li-i[b-bi-ṣa]* (7) *i-na-ad-di-in ṣumma ma-li [li-ib-bi-ṣa]* (8) *[l]a ma-ṣ[i-a]-ti a-bu-ṣa i-ta-na-ṣu-ṣi* (9) *[x]-na k[a] (?) [ṣi]-im-da-a[t be-lí-ja i-te-eq]*. For another interpretation of lines 8-9, see *CAD E* 390b (b). For the beginning of line 9, cf. the collation by R. Frankena, *SLB* IV (1978) 235 (*anāku*).

nun whom her brothers do not support when she (is) in misery can give her inheritance wherever it pleases her".<sup>105</sup> From the last lines of the letter it appears that this "gift" consisted of the rations of barley, oil and wool, and the festival allowances (*pinqittum*). A nun complains that she lives "without food allowance, beer, rations of wool and oil".<sup>106</sup> In another letter, a loving brother protests to his complaining sister (undoubtedly a nun) that he has sent her five minas of wool, "wool for my (own) clothing". This is the yearly wool ration.<sup>107</sup> There was another way of providing the nun with food: giving her a field. A father (or, if the father was dead, a brother) could give her a field to exploit for the rest of her life. We have the texts documenting such a gift, named "(inheritance) share". These fields range in size from 6 to 9 *iku*.<sup>108</sup>

A new text provides us with a deeper insight.<sup>109</sup> Niši-inišu had received large property as her "(inheritance) share" on the condition that her brother could "keep it in his hand" as long as he lives and that he satisfies her with "her gift" (*nudunnūm*). The brother died and Niši-inišu "gave" the entire property to his sons, under the same conditions (*kima qātimma*).<sup>110</sup> "They let her starve for two years and ...", and she turns to

<sup>105</sup> Fish, *Letters* no. 6 = F.R. Kraus, *AbB* 10 6:22-25, 28-32. See C. Wilcke, *Zikir šumim* 448. CH §178 envisages the possibility of inactive brothers but reserves the inheritance for them; see S. Greengus in: B.M. Levinson, *Theory and Method in Biblical and Cuneiform Law* (Sheffield, 1994) 81-82.

<sup>106</sup> *AbB* 1 138:30-32. Read at the end of line 30: šuk u kaš. Rentals of persons often juxtapose šuku (*kurummatum*) and *maštitum*, as "food allowance" and "drink". The food allowance is sometimes qualified as "flour" or "bread" (DCS 98:8, *MHET* II/2 318:17, *Riftin* 38:8). This means: šuk u is processed barley. Normally, the texts speak of simple barley, "barley ration" (še.b.a, *iprum*), from which flour, bread and beer were processed. – More complaints by nuns about lack of šuk u: *AbB* 2 150:8 (named *ukultum* "food" in line 19), *AbB* 9 156:6, 14.

<sup>107</sup> *AbB* 1 134:20 ff. Cf. *AbB* 2 129:16-19, "You shall give her yearly ration (*ipir šattiša*) from your house". Judges determine the quantities (šuk u *šakānum*): *AbB* 4 147:15.

<sup>108</sup> *CT* 4 34a (6 *iku*; given by brother?); *CT* 2 24 (7 *iku*, house), 41:15-29 (9 *iku*, slaves, animals); *CT* 4 43b (9 *iku*); *CT* 47 19 (7 *iku*), 30 (4 *iku* field, 2 *iku* garden, house, etc.), 68 (8 *iku*), 78 (9 *iku*, slaves, millstones, cow); *CT* 48 29 (9 *iku*); *MHET* II/1 122.

<sup>109</sup> *MHET* II/3 459. Read in 30: [ki]-a-am *ma-har-di*. *kud*. *meš* [iq-bu-ū].

<sup>110</sup> Not in the dictionaries, but cf. *kima qātim* ša *šattišam* "just like every year", *AbB* 10 179:8 ("entsprechend der alljährigen Liste" is wrong). Cf. *qātamma* and *qātam(ma)* ša, "the same, similarly, in a like manner"; *CAD* Q 162 f.

Head of Sippar and the judges. The nephews declare: "We did not interrupt in giving her rations" (*epērša ul nītuq*) and indicate that she was free to make money out of the property. It is subsequently agreed that "Niši-inišu (...) shall give her field to a farmer, her garden to a date-garden entrepreneur (*šakkinum*), she shall rent out her house, slaves, male and female; as long as she lives. As long as she lives she shall have the usufruct ('eat'); in the future it shall belong to her 'brothers' (= nephews)". A final arrangement is made about two people performing the royal service (*ilik šarrim*). Clearly, the judges decided the woman should not be dependent on the good will of the nephews and they assigned the property to her, in usufruct. Their decision follows CH §178.

We learn from this text that there were four ways of making profits out of an estate: by letting the field (1) or date-garden (2), by renting out a house (3) or slaves (4). The nephews had the task to run this property for their aunt, as their father (her brother) had done. In the words of the texts: "The hand of the brother had kept it and he satisfied her with her 'gift' (*nudunnūm*)". When this stops, a brother (or nephew) "makes her starve". Letters speak of this. We have a group of letters written by a woman, a nun of Marduk in Babylon, to her brother. Her main point is her request for foodstuffs for the cult. But in almost every letter she reminds the brother of the arrears in the revenues from land lease and house rental and she complains that he "makes me starve". Clearly, it was his task to collect the income for her from what is her property.<sup>111</sup> A nun writes that her field is not large enough: "How long will I be hungry? I will turn to the king! Leaving me aside, would a woman whose field is 1 iku, not be hungry?".<sup>112</sup> Nuns complain to their Head: "We are hungry"; the reason here is that their field was not cultivated, so it seems.<sup>113</sup> In another letter a brother (?) protests that he does his best: "Why do you always write about the field, why are you always wor-

<sup>111</sup> *AbB* 1 106 (he is her brother), 113 ("do not make me starve, like last year"), *AbB* 2 116 (arrears from field and house over four years; "you have made me starve"), *AbB* 5 267, *AbB* 7 154 (no field produce is coming), 155 (since three years no barley from the field nor silver from house-rental is coming; she threatens enforcement by officials), 156 (a strong letter, sealed by an official), 157 (farmer and house renter should be pressed for payment).

<sup>112</sup> *AbB* 3 19 rev. 6-10 (R. Frankena otherwise).

<sup>113</sup> *AbB* 10 25.

ried?" "I do not neglect the field." "I will provide for you (*paqādum*), don't worry!".<sup>114</sup> A nun complains that her field is not given to a farmer, and her garden not to a date-garden entrepreneur.<sup>115</sup> Another nun writes to a man about similar matters.<sup>116</sup> However, there are positive letters as well. In one, the brother writes: "As I myself am your brother, and A. and U. are your 'brothers' (= nephews?), write to all of us in order that rations of barley and wool may go to you".<sup>117</sup> In another, a sister thanks her brother in elevated language; "the field is not hungry (...) the field is now full of barley". She does indeed live in his "shadow".<sup>118</sup>

Most of the contracts on brothers supporting their sister come from *Sippar*.

BM 97304 (= *MHET* II 848)—A father and mother give their daughter A. a house as "(inheritance) share". "Her heir is her brother W.; he shall give to his sister per year 40 litres of barley, 4 litres of oil. A. shall have the usufruct of her house as long as she lives".<sup>119</sup> Here the well-known rule that the brother eventually inherits his sister's estate applies. In return, he has to take care of her. The allowance is far too low; were there more brothers with similar obligations and did they receive another part from the "share" of their sister? We can identify father and son as herdsmen (*na.gada*).<sup>120</sup>

<sup>114</sup> *AbB* 7 12, 13, 14, 16; *Lu-Dingirmah* to *Amat-Šamaš*.

<sup>115</sup> *AbB* 13 98:9-11. Here, a soldier seems to act as middleman between brother and sister. Line 8: *wašum* Š not "obtain", but "exploit by leasing (etc.)".

<sup>116</sup> *AbB* 10 204.

<sup>117</sup> *AbB* 5 223:21-27.

<sup>118</sup> *AbB* 9 228.

<sup>119</sup> BM 97304 (1902, 10-11, 358), lines 3-9 (Hammurabi), courtesy of Bram Jagersma. To be published by L. Dekiere as *MHET* II 848. Text: (1) 1 sar é.dù.a (2) da nu-úr-<sup>d</sup>utu (3) ḥa.la <sup>d</sup>a-a-i-ni-ib-i-la-tim (4) dumu.SAL dumu-*Ištar* (5) ſa dumu-*Ištar* a-bu-ša (6) û 30-nu-ri um-ma-ša (7) *i-di-nu-ši-im* (8) *a-pil-ša* *ir-ku-bi* *a-hu-ša* (9) *i-na mu. 1. k am* 0.4.0 ſe (10) 4 *sila*<sub>3</sub> 1. giš (Lo. Edge) (11) *a-na a-ḥa-ti-šu* (12) *i-na-ad-di-in* (13) *a-di* <sup>d</sup>a-a-i-ni-ib-i-[a-tim] (Rev.) (14) *ba-al-ta-at* (15) é *qá-as-sá-ma* (16) *ú-ka-al* (17) *m[u]* <sup>d</sup>utu <sup>d</sup>a-a <sup>d</sup>m arduk (18) *ù h a-am-mu-ra-bi* in. pàd (19) *igi e-tel-ka-30* dumu *ir.ra-na-id/da* (20) *igi sá-ri-qum* dumu *x-x-ma-i-lí* (?) (21) *igi dumu-ki* dumu *ir-ir.ra* (22) *igi 30-a-ḥa-am-i-din-nam* dumu *x x* (23) *igi sig-<sup>d</sup>a-a dumu dingi[r]-x* (24) *igi dše-rum-x-x* dumu *x x* (25) *igi dumu-tab.b a-ja* dumu <sup>d</sup>utu-*x-x* (U. Edge) (26) *igi i-lí-i-din-nam* dumu *ip-qá-tum* (Le. Edge) (27) *itu. ſe.kin.KUD* (28) *mu uru á x x x x x x*.

<sup>120</sup> M. Stol, *BiOr* 33 (1976) 152a.

*MHET* II/2 171 — Father Ipquša gives his daughter Bēltani (a nun) 12 iku of field and a house in the cloister as her “(inheritance) share” (*ha.la, zittum*). Her brother shall give her 10 litres of barley, three pieces of meat and 6 litres of oil per year. This is no more than the *piqittum* gift given at festivals. The allowances for festivals (*piqittum*) are quantities of food given to nuns, at most six times per year. The daughter did not need rations because the field was large enough to make a profit by letting parts of it.<sup>121</sup>

*BDHP* 70 — Two fields (5 iku) and a garden (25 sar) (two of the three plots bordering on those of Bēlessunu), the “(inheritance) share” of a man, Ir-Nanna, “which Erišum, daughter of Bēlšunu, had taken (as) her inheritance — from Bēlessunu, daughter of Iši-Sumu-abim: because her brothers will have the usufruct of these fields and garden, they shall give her, as long as Erišum lives, 10 minas of wool, 12 litres of oil, yearly. On the day that they do not give her this, she will take away (it) from them (and) she shall give her field and garden wherever it pleases her”.<sup>122</sup> Erišum is a nun and modern commentators believe that Ir-Nanna was her brother and that documents like this one were made out to the other brothers as well. They had been designated as her future heirs on condition that they support her. This would mean that “share of Ir-Nanna” is a proleptic way of saying that Erišum’s share will go to him. The main problem is that one expects the “share” to be named that of Erišum.<sup>123</sup> The yearly allowance is low.<sup>124</sup>

*CT* 48 29 — This interpretation of *BHDP* 70 gains support from another text: a father gives his daughter Halijatum, a nun, a field (9 iku) which

<sup>121</sup> She rents out a field, 36 years later; *CT* 4 44c = *MHET* II/3 404.

<sup>122</sup> *BDHP* 70 (Sin-muballit) (= *HG* 6 1732, with note), cf. R. Harris, *JCS* 16 (1962) 11b. Read instead of their Erimmatum: Erišum. The remark “which Erišum, daughter of Bēlšunu, had taken (as) her inheritance — from Bēlessunu, daughter of Iši-Sumu-abim” (obv. 12 - rev. 3) means that the whole property was given by Bēlessunu to Erišum as inheritance (*aplūtum*), probably on the condition that Ir-Nanna be the ultimate heir. In other gifts, in normal syntax such an origin is given: *ARN* 166:3; *BE* 6/1 95:8 with Kraus, *SD* 9, 46 note 103.

<sup>123</sup> This text does not speak of a barley allowance; did another brother provide it? The wording of the text does not support this idea. — The text is in disorder (rev. 1-3 were added); an error?

<sup>124</sup> Compare this with the rations without barley in *CT* 47 42 and 66 studied below (V, 3, B).

is her “(inheritance) share”. The text continues: “I., her brother, is her heir, the successor to her estate. Rations of 720 litres of barley, 6 litres of oil, 1 shekel of silver (as) wool ration, her allowance for the festivals (*pinqittum*) that there will be, yearly I. shall give to Ḥalijatum, his sister, as long as she lives. On the day that he does not give it to her according to the wording of this tablet, she shall give her inheritance wherever it pleases her”.<sup>125</sup>

*CT 8 49b (= MHET II/1 79).*<sup>126</sup> — A field of 7 iku, three rows of fig trees, a house, “(inheritance) share” of Ḥalijatum, given to her by (her father) Izi-ašar. She is nun of Marduk and has a daughter whom she shall bring up and give to a husband. “She shall have the usufruct as long as she lives; the heir (*aplum*) is Nakimum (her brother).<sup>127</sup> On the day that Nakimum makes Ḥalijatum unhappy, she shall remove him from his inheritance (*aplūtum*). Nakimum has nothing to do with all (*amala*) property that Ḥalijatum will acquire. (Just) the field and the garden are the inheritance of Nakimum”. Instead, the Case has this last line: “They have paid for field, garden and house”, which could mean that the immovables are not mortgaged. We learn from this text that Nakimum is entitled only to the property described in the text. He has no obligation to give his sister rations.

*CT 45 29* — Father Ea-šarrum has given a large estate to his daughter: fields (over 12 iku), a house, slaves, “iron cattle”, a few household utensils. “Her brothers are her heirs; they shall give her 10<sup>1</sup> litres of oil, 1 shekel of silver (as) her clothing, ....”<sup>128</sup>

<sup>125</sup> *CT 48 29* (Apil-Sin).

<sup>126</sup> *VAB 5 15*; R. Harris, *Ancient Sippar* (Istanbul, 1975) 318. Yearname: “They shaved Apil-Sin/made Apil-Sin bathe”. Probably his inauguration in his first year; according to his seal, the first witness is still “servant of Sabium”, the king preceding Apil-Sin.

<sup>127</sup> Nakimum, son of Izi-ašar: *CT 4 16a:27* (Apil-Sin 12; *ZA 83 28*); note Nakimum son of Jašarum (?), *CT 6 40c:14 f.* (Sabium 2).

<sup>128</sup> *CT 45 29*, with H. Hirsch, *ZA 58* (1967) 331 (Hammurabi). Hirsch has misunderstood the end of line 24; read 1 gín kù. <babb ar> *lu-bu-sà*. — The expression “iron cattle” means that the number of animals should not diminish; in our text: “5 head of sheep; they shall not die, they shall not get lost” (15-17). Another ref. is *CT 4 1b:6* (*VAB 5 208*, *MHET II/2 328*); it implies usufruct (Kraus, *SD 9*, 15 n. 85).

*CT* 8 20a — A father gives his daughter, a nun, fields (9 iku) in Halhalla, a house in Greater Sippar, a slave girl, household utensils and a prebend (?). “Sîn-šaduni is her heir; he shall give her apart from [the barley], produce of her field (?), worth 12 shekels (?) [of silver]: 12 $\frac{1}{2}$  litres of oil, 5 minas of wool (?), yearly, as long as she lives. If she says to him ‘You are not my [heir]’, she shall forfeit field and house. And if Sin-šaduni does not give her the clothing, oil and allowances, she shall ‘tear’ him from his inheritance (= disinherit him).<sup>129</sup> It is unfortunate that we cannot read the first item to be given with certainty; if it is indeed the yield of the 9 iku of fields, we can make the following calculation: 1 shekel silver = 300 litres of barley (1 kor); 12 shekel is 12 x 300 litres = 3600 litres of barley; so 400 litres per iku. This nicely fits in with what we have found as the total (!) yield of 1 iku (II, under “Barley field”). Sin-šaduni, the heir, could be the priest (*sanga*) of Ikûnum; his father Warad-Amurrum had the same office.<sup>130</sup> Our lady is Aħat[uni] (?), daughter of Warad-[..]. She may be his sister.<sup>131</sup>

*MHET* II/2 135 — A nun (*kulmašitum*) had asked her (?) brothers to give her a field instead of “her” rings and jewelry that she was apparently entitled to. She turns to the judges with the complaint that the field is too small. This is an unusual text and we cannot be sure about the family relations.

*MHET* II/2 258 — Three brothers shall give their sister yearly ...; her field ... This text is too unclear for any comment.

BM 97197, to be published by Luc Dekiere as *MHET* II 862.

Two texts from *Nippur* deal with the care for the same woman:

<sup>129</sup> *CT* 8 20a (Sin-muballiṭ) (VAB 5 215). Partly following Schorr, line 24, we read rev. 5-6 as (5) *a-pí-el-ša e-li [še-im]* (6) *gú a.šà ša 12 gín [kù. babbar]*. At the end of rev. 10 one expects *ú-ul aplī*; the text offers *ú-ul a-p[í-x-x]*. Schorr: *ú-ul a-[bi at-ta]* (28). “You are not my father” fits the traces (*a-b[i]*). We suggest: *a-p[í-lí]*.

<sup>130</sup> R. Harris, *OrNS* 38 (1969) 139 notes 5, 6. Add *BDHP* 55 rev. 9, again a text where Akšaja is involved: a witness is Warad-Amurrum *SIKIL.LA I-ku-nu-um* (Apil-Sin).

<sup>131</sup> Note that her fields are situated in Halhalla (7); Sin-šaduni, son of Warad-Amurrum is the second witness in a trial in Halhalla (*CT* 48 19:28, cf. 11). — Aħatuni, daughter of Warad-Amurrum in *CT* 47 67:2-3 and *MHET* II/3 432:1-2, must be another person (time of Samsu-iluna).

*ARN* 29 — A woman, nun, receives three gifts:<sup>132</sup>

- (1) a slave girl, 20 shekels of silver and a great number of household utensils (a kind of dowry);
- (2) 18 *iku* of field, once bought by her father's sister, a nun;
- (3) 3 *iku* of field named a "gift" (*nfg.b.a*) made by her father Enlil-rabi and her brother Iddin-Šamaš. "Her brothers, (being) her heirs, shall support her with 60 litres of barley, 1 litre of oil monthly; 10 minas of wool yearly".<sup>133</sup>

That is to say, yearly 720 litres of barley, 12 litres of oil and 10 minas of wool. We assume that the brother is the eldest and represents the others. The sister of the father has died, we assume, and a large field bought by her fell to her brother. 'Bought' here means: it is not inalienable family property. This in contrast to the 3 *iku* of field that follow; perhaps we should relate the barley ration to this field's yield. At the end the text says that all this is the "present" (*nfg.b.a*) for the woman. Other texts show that this "present" is a free gift to a woman over and above the obligatory gift (*nudunnûm*).<sup>134</sup>

*PBS* 8/2 116 — Almost thirty years later, the four brothers, "heirs of Enlil-rabi", confirm their obligations towards their sister; Iddin-Šamaš is the eldest. We assume that the "present" is now seen as a normal phenomenon. "Her brothers shall support B., nun of Ninurta, their sister, with 720 litres of barley, 8 minas of wool, 8 litres of oil, yearly. The heir who does not support B., his sister, with a ration of barley, oil and wool, shall not acquire his inheritance. Moreover, as long as B., their sister, lives, the heir who sells his field, shall forfeit his silver and the house(s), field(s) (and other) property of Enlil-rabi, his father".<sup>135</sup> The father is certainly dead at this point and we observe that the daughter's barley ra-

<sup>132</sup> Cf. E.C. Stone, *JESHO* 25 (1982) 57 f. We are not sure that only the 3 *iku* of field are the "gift" from her father and brother; line 12 names everything "gift for B." And we assume that the aunt is dead.

<sup>133</sup> *ARN* 29 with p. 80, Ni. 1993 (Rim-Sin 21 ?).

<sup>134</sup> *YOS* 8 71 (*HG* 6 1733), cf. 154:16-17 (*HG* 6 1734). In Sippar: *elitum*; see *CT* 8 49a:25-34 (my note 190). In German: "liberale Zuwendung". — F.R. Kraus, *JCS* 3 (1949) 147. "Darüber hinaus gewinnt man den Eindruck, dass *nfg.b.a* der Tochter nichts anderes ist als das, was bei einem Sohne *ḥa.la* (*b.a*) heisst". However, a woman has a *ḥa.la.ba* in *BIN* 7 71 (II) 61; there are more examples.

<sup>135</sup> *PBS* 8/2 116, tablet and case (Rim-Sin 50).

tion remains the same (2 litres per day), with the wool and oil being less. One wonders about the diverging formulas describing the disinheritance: the first is abstract, "he shall not acquire his inheritance" (nam.ibila.a.ni nu.tuku.e), the second concrete, "he shall forfeit (ba.ra.è.dè, case: ba.ra.e 11.dè) his silver and the house(s), field(s) (and other) property of Enlil-rabi, his father". The second implies that he cannot sell the field that guarantees the barley allowance.<sup>136</sup> Note that we have seen a similar threat in the Nippur texts where sons have to support their (new) mother.<sup>137</sup>

Two other texts come from *Dilbat* and were written in the first month, one day apart; the list of witnesses is identical; the first text has the scribe in addition. The main persons in them are Iddin-Lagamal and his sister (?) Tašmētum-tukultī. The sign read by us as "sister" (nin) is ambiguous; "wife" (dam) is also possible. The same sign is used in designating the woman in "the couple" in the second text; there, husband and wife is perhaps better than brother and sister.<sup>138</sup> We assume that the woman Tašmētum-tukultī is a nun of Šamaš living in Sippar.<sup>139</sup> The formula on the freed couple in the second text, "they are clear, they belong to Šamas" fits this situation.<sup>140</sup> Taking T. as the "wife" (dam) makes the second text difficult to explain.

*BIN* 7 190 (day 4) — A house, 4 slaves, 1 cow, 10 sheep, which Iddin-Lagamal gave to Tašmētum-tukultī, his sister (?). "As long as she lives, they [so !] shall support her; in the future she shall give (all this) to her

<sup>136</sup> We prefer the first of the two explanations given by E.C. Stone, *JESHO* 25 (1982) 59: "The brother's field holdings were somehow held, perhaps as collateral, to ensure Beltani's maintenance".

<sup>137</sup> *BE* 6/2 48:30-32 (*VAB* 5 6), Stone - Owen, *Adoption*, Text 16.

<sup>138</sup> *BIN* 7 190 and 206, with C. Wilcke, "Familiengründung im alten Babylonien", in Müller, *Geschlechtsreife* 265 note 83. He hesitates: "Schwester oder zweite Frau".

<sup>139</sup> H. Klengel, *AoF* 4 (1976) 75, has another example from *Dilbat*. Cf. R. Harris, *Ancient Sippar* (Istanbul, 1975) 306, 318 n. 47.

<sup>140</sup> *BIN* 7 206:14, *el-lu ſa*<sup>4</sup>*utu ſu-nu* (*CAD E* 105b, 3.a.1). Cf. *TJDB* (1958) 7 MAH 15.954:9, *ul-li-iš ſa*<sup>4</sup>*utu ſi-i*.

son whom she likes".<sup>141</sup> Who will support her? The one male and three female slaves? Who are her sons? Children that she will adopt, like those in the next text?

*BIN 7 206* (day 5) — Iddin-Lagamal freed (lit. "cleared") G. and his wife /sister K. "before Šamaš" and gave them to his sister (?) Tašmētum-tukultū, in adoption (*ana marūtim*). "As long as Tašmētum-tukultū lives, they shall support her and in the future the sons of Iddin-Lagamal shall not raise claims to G. and K." The sons could claim the two ex-slaves as alleged family property. The two "are free (lit. "clear") and belong to Šamaš". If the two deny the adoption, they will be sold as slaves. Belonging to Šamaš probably means that they belong to the cloister; see above under IV. There, we gave more examples of married slaves providing for their mistress.

J. Klíma interpreted some texts as referring to gifts by brothers to their young sister after the father has died; the texts do not call them brothers, however.<sup>142</sup> In the first text the woman receives fields as "(inheritance) share"; obviously she will have the usufruct of them until her death. In the second, she has the right to live in a house as long as she lives. The man who gives the field will be her heir; the house will return to the giver after her death (*ulliš*). We can perhaps add this text where the father is alive:

*BE 6/2 70* — Two houses and household utensils are given by a father to his daughter, a nun; her heir shall be a certain Š. As long as she lives, two other men shall give her monthly 20 litres of barley and 1/2 litre of oil, and yearly 1/2 shekel of silver "(as) wool ration". That is to say, yearly 240 litres of barley, 6 litres of oil, 1/2 shekel of silver = 3 minas of wool. Commentators assume that the heir and the two men are her brothers.<sup>143</sup> The barley allowance is very low!

<sup>141</sup> The formula "in the future she shall give (all this) to her son whom she likes" is also attested in the Dilbat gift *VAB 7 49:10-12* (the central passage is broken off).

<sup>142</sup> Klíma, *Erbrecht* 100 (cf. 64). See already the notes on the two texts by M. Schorr, *VAB 5 196* (*CT 4 34a*); Koschaker, *HG 6 1738* (*BDHP 56*).

<sup>143</sup> *BE 6/2 70* (*VAB 5 206*), with M. Schorr, *VAB 5* (1913) 305 note a; J. Renger, *ZA 58* (1967) 155 note 306. — Schorr and Renger give wrong quantities.

*TCL 1 90* — Most unusual is this arrangement made by a nun: she gives her slave girl to her brother in marriage on the condition that he will support her for the rest of her life. Should he ever refuse to do so, the slave girl will be [...].<sup>144</sup> We can only speculate on this case. We have seen more examples of arranged marriages with the aim to ensure that the matchmaker has a carefree old age.

## 2. *Gifts by the father*

We have already indicated that a father could give property to his daughter, a nun, as her "(inheritance) share" (*ha.la, zittum*), primarily a field.<sup>145</sup> Brothers could be involved in this. It is useful to pay more attention to these gifts.

The Hammurabi Code has some sections restricting her rights (§ 178-179). The contracts show that her father was her heir (*aplum*)<sup>146</sup> and after his death her brothers, or one of them (§ 178). The father could give her written permission to act freely and give her estate to whoever she wishes; "her brothers shall not vindicate (it) from her" (§ 179).<sup>147</sup> Her brothers and their sons/daughters could feel that this freedom was to their disadvantage, especially if she appointed an heir: their family property could disappear. This was the background of the litigation against Bēlessunu, daughter of Manium, who adopted the outsider Amat-Mamu.<sup>148</sup> After her death her female cousins tried to obtain the property, but to no avail: old documents showed that Bēlessunu's estate consisted

<sup>144</sup> *TCL 1 90* (*VAB 5 214*).

<sup>145</sup> *MHET II/1 80* (7 *i k u*), *II/2 171* (12 *i k u* and a house in the cloister).

<sup>146</sup> *CT 4 34a* (*VAB 5 196*) (or: her brother?); *CT 45 112*.

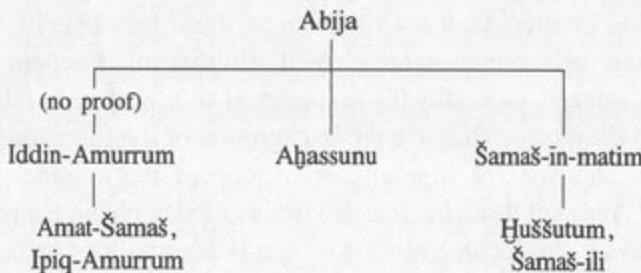
<sup>147</sup> Note that G.R. Driver and J.C. Miles forcefully contended that the inheritance always devolves to the brothers; wherever we read "she may give it where it pleases her", reference is made to her right to lease the land to a farmer ("bailiff") (*Bab. Laws I* 375-8). As to the contracts, their primary witnesses are *BDHP 70* (*HG 6 1732*) and *CT 6 47a* (*HG 3 737, VAB 5 289*) (p. 377 f.). In the first text (studied above), it is indeed possible that she is free to select another farmer, no more. The second text says that she shall give the entire estate, "from straw to gold, where it pleases her". We have to take this in its unrestricted meaning and should not think of a bailiff. R. Harris, *OrNS* 30 (1961) 164, seems to accept the interpretation of Driver and Miles only for CH. Cf. C. Wilcke, *Zikir Šumim* 449 n. 46.

<sup>148</sup> *CT 47 63*, with R. Harris, *OrNS* 38 (1969) 138 f. Written after the death of Bēlessunu, in Samsu-iluna year 14. She is witness in a contract on the sale of a field by Amat-Mamu, *CT 4 25b:4*, 18 f. (Year: mu fd. da *Ha-am-mu-ra-bi*; Hammurabi 9 or 33).

of the "gift" (*nudunnûm*) by her father and the "inheritance" (*aplûtum*) given by her aunt, both with the express permission "to act freely" with it (*mašûm*).<sup>149</sup>

The brothers of the nun Bēletum must have had similar fears but the judges rejected their claims; and many years later she appointed the daughter of one of them as her heir.<sup>150</sup>

The nun Ahassunu received a large gift from her father (18 iku of field, etc.); her brother was to be her heir.<sup>151</sup> Years later, she appointed the nun Amat-Šamaš, daughter of Iddin-Amurrum, as her heir,<sup>152</sup> and one can imagine that her brother or his sons protested (though we have no evidence for this). What Amat-Šamaš received is only 9 iku of field and this may be a part of the estate, although the formula "assets (and) estate" (*bušûm (u) warkatum*), "from straw to gold", suggests "everything". We think it possible that Amat-Šamas was her niece, which enables us to make a family tree:<sup>153</sup>



The brother and his sons did not protest, we believe, because this gift from an aunt to her niece was normal. Later, during the reign of Sin-muballiṭ the family is still together.

<sup>149</sup> *CT* 47 63:43 (the aunt), 63a:43 (the father).

<sup>150</sup> The litigation is *CT* 8 28b (VAB 5 288) and *CT* 48 30 (Sumu-la-el); the niece is appointed as "the one inheriting the estate" in *CT* 48 59 (Apil-Sin), with R. Harris, *JESHO* 13 (1970) 317. – A brother contests large property given by the father to his sister, a nun: *YOS* 14 163 (Sippar).

<sup>151</sup> *MHET* II/1 19 (Sumu-la-el). Both buy a slave in *CT* 48 63 (Sumu-la-el). Her brother: *BE* 6/1 15:18 (Sabium).

<sup>152</sup> *MHET* II/1 30 (Sabium).

<sup>153</sup> *CT* 48 18 (Sin-muballiṭ) gives the clue: H. and Š., children of Šamaš-īn-matim, and A. and I., children of Iddin-Amurrum, divide field and house. There is no proof that Iddin-Amurrum is the son of Abija.

### 3. An unmarried woman adopts an heir

All examples stem from the “cloisters” where the childless nuns lived. It has long been known that they gave a woman or man their inheritance on the condition that he/she take care of them in their old age. This condition could be implicit, or explicit by listing the yearly rations. Sometimes, the texts indicate to whom the property will devolve after the death of the heir, i.e. the *Nacherbe*.<sup>154</sup> Often, the heir is named “the one inheriting the estate” (*rēdi(t) warkatim*); this expression varies with “inheriting son / daughter” (*aplum, apiltum*).<sup>155</sup>

The standard formula introducing these contracts is: “Inheritance (*aplūtum*) of FN<sub>1</sub>: PN / FN<sub>2</sub> is the one inheriting her estate (*rēdi(t) warkatim*)”.<sup>156</sup> The earliest text does not yet have the second part of this formula; it begins as follows: “Inheritance of FN<sub>1</sub>, daughter of PN: FN<sub>2</sub> daughter of PN<sub>2</sub>, her brother [of FN<sub>1</sub>]: as long as FN<sub>1</sub> lives, FN<sub>2</sub> shall fear (and) honour her. If she does fear her, the house in the cloister and her assets [of FN<sub>1</sub>], as much as there will be, in the cloister, are of FN<sub>2</sub>”.<sup>157</sup> In this and other early texts we find the verbs indicating reverence studied above (“to fear”, “to honour”); not the verb “to support” or its alternative, the listing of precise rations. The words “assets as many as there are (*bušūm mala ibaššū*)” are used; soon this expression was replaced by *bušūm (u) warkatum* “assets (and) estate”, i.e., “property present and left behind (at death)”, a much sharper formulation.<sup>158</sup>

Adoption means that the adoptee becomes the son and as such he will inherit the estate automatically. Our texts are different: they do not speak of “the status as son” (*mārūtum*) but of “status as heir”, “inheriting” the

<sup>154</sup> As in *CT* 4 37c (Klíma, *Erbrecht* 83), *CT* 6 30a:25-6 (VAB 5 13), *CT* 47 42:10-13, *CT* 47 58:20/58a:16-7.

<sup>155</sup> Klíma, *Erbrecht* 82. Confirmed by new passages such as *CT* 47 63:1-3 with 25; 64:1-3 with 12 (the *rēdit warkatim* is the *apiltum*) and *CT* 48 29:10-11 (PN *ahuša apilša rēdi warkatiša*).

<sup>156</sup> Klíma, *Erbrecht* 82, presented as “Schema dieser Urkunden” an atypical early text dated to Sumu-la-el (not: Samsu-iluna!).

<sup>157</sup> *CT* 2 35 (Sumu-la-el) (VAB 5 13A). Here, an aunt gives her property to a niece. We see this often; see below.

<sup>158</sup> Fullest formula: “Her assets and estate, as many as there are and she will acquire”; *MHET* II/1 55:9-11 (Apil-Sin). See Klíma, *Erbrecht* 85.

estate (*aplūtum*).<sup>159</sup> Among nuns, women can be the heirs. This type of agreement has been isolated by M. David and called "unechte Adoption": "minderfreie Personen und Frauen" are the adoptants.<sup>160</sup> The contracts name adoptant and adoptee "mother" and "daughter".<sup>161</sup> We cannot investigate this subject on the basis of a rich documentation, whether published or unpublished.<sup>162</sup> A few texts show that the threat of disinheriting the adopted "child" who does not meet the terms of the contract was as real as in normal adoptions.<sup>163</sup> Remarkably little has been written in recent years on these ways of procuring oneself a carefree old age.<sup>164</sup> We would now like to draw the reader's attention to some aspects that have not been studied before.

A nun was expected to appoint her *niece or nephew as heir*.<sup>165</sup> We do not know to what extent this was obligatory. We can learn much about this kind of arrangement from a recently published text.<sup>166</sup> During her

<sup>159</sup> Precise definitions in F.R. Kraus *SD* 9, 46. *CAD* A/2 177 f., *aplūtu*, was written at the same time. See also G.R. Driver and J.C. Miles, *The Babylonian Laws* I (Oxford, 1952) 381 f.

<sup>160</sup> David, *Adoption* 83 f., 95; Klíma, *Erbrecht* 78.

<sup>161</sup> "Mother" (*ummum*) and "daughter" (*mārtum*); *CT* 2 41:12 (VAB 5 19); *CT* 8 25a:27-8; *CT* 48 59, Case, note 6; *MHET* II 864:24. Also Klíma, *Erbrecht* 83 n. 1.

<sup>162</sup> Note *CT* 33 40 (HG 6 1426), where one nun adopts a man (a former slave?) (*ana marūtim*) from the nun Iltani and pays for his upbringing (*tarbitum*). Her field (3 iku) Iltani will 'eat' as long as she lives; it shall be the property of the adopted man.

<sup>163</sup> The threat (*ina aplūtiša inassahšu / innassah*) in *CT* 8 20a rev. 31-34 (VAB 5 215), *CT* 47 58:24. Actual disinheritance (*FN<sub>1</sub> FN<sub>2</sub> ina aplūtiša issuh*) in *CT* 2 31 (VAB 5 258). Cf. R. Harris, *Studies A.L. Oppenheim* (Chicago, 1964) 129, below. Klíma, *Erbrecht* 83: "[die Person] kann erst dann in den Nachlass einer anderen eintreten, wenn diese den Platz durch den eigenen Tod freigemacht hat. Sie hat bis dahin nur ein beschränkt widerrufliches Anwartschaftsrecht in dem Sinne, dass ihr das zugewendete Vermögen aus verschiedenen bestimmten Gründen entzogen werden kann".

<sup>164</sup> G.R. Driver, J.C. Miles, *The Babylonian Laws* I (Oxford, 1952) 374-383; R. Harris, *JESHO* 6 (1963) 152; J. Renger, *ZA* 58 (1967) 163 § 78; R. Harris, *Ancient Sippar* (Istanbul, 1975) 309, 356; Kraus, *SD* 9, 17 (all Sippar); Stone - Owen, *Adoption* 6 (Nippur).

<sup>165</sup> An aunt leaves a legacy to a niece: *CT* 2 35:1-5; *CT* 4 10:28; *CT* 47 58a (by adoption); 65 (by adoption); *YOS* 12 469; see for aunt-niece R. Harris, *Studies A.L. Oppenheim* (Chicago, 1964) 124 f. Cf. *AbB* 11 55. To a nephew: *CT* 47 47; *CT* 45 34 with R. Harris, *Ancient Sippar* (Istanbul, 1975) 325 f.

<sup>166</sup> *MHET* II/3 393.

life, a nun gave fields (15 iku) to "the daughters of U., I., and Sin-gāmil", her brothers, but she died without having written this down in an official document. "Sin-gāmil took pity on the daughters of his brothers and said, 'Keep (?) the 15 iku field as their food allowance (*kurummatum*). As to me, I will give provisions (*suiddūm*) to my daughter (myself)'. He took pity on them and the 5 iku of field of Sin-gāmil, acquisition (*kišdātum*) of his daughter, he gave to the daughters of U. and I., in his goodness". This text shows that the nun chose from the children of each of her brothers one girl, undoubtedly a nun, and gave each niece a field of 5 iku. One is named "the field of Sin-gāmil" (the father), a field some time to be "acquired" (cf. *kašādum*) by his daughter. The father is more important than the unnamed daughter. Why had Sin-gāmil such a powerful position? The end of the text shows that he was able to give his daughter 7 iku of field and a house, "from the (inheritance) share of the sister of her father". Our text begins with the prehistory of all this: the father of the nun had given her 18 iku of field. It is possible that at that time he had included in the contract the stipulation that ultimately the gift was to go to her brother Sin-gāmil, perhaps in words such as "Sin-gāmil (her brother) is her heir (*aplum*)", a very common formula.

We will see below that the nun's nephew who was appointed as her heir could have the right to act as the "farmer" of her fields (V, 3, 5-6).

Three texts show that there were *restrictions* in a nun's freedom to appoint her heirs. In the first text, a nun had given her estate to the nun Munawwirtum, but her brothers protest and the nun Sippirītum shall receive a house in the cloister (all three nuns seem to be family members).<sup>167</sup> We have indeed just learned that a nun equally divided fields among the daughters of all three brothers; this was felt to be just. In the second text, a nephew is assigned the main estate by his aunt but he and other family members promise not to claim what had been given to two women, outsiders.<sup>168</sup> The appointment of the nephew as the heir was to

<sup>167</sup> BHDP 34/35 (HG 6 1745; K. van Lerberghe in *Zikir šumim* 252 f.).

<sup>168</sup> CT 47 47:22-27: "Nür-Akšak and the sons of Ubar-Šamaš shall never claim anything from what Narāmtum <had given> to Šāt-Aja, daughter of Adad-rabi, and Ana-jāšim-damqat [probably a slave girl] and her children (*wildum*), as many as she has borne and will bear". Narāmtum is the daughter of Ubar-Šamaš; Nür-Akšak is "the son of her brother" (17 f.).

be expected; the gift to the two women was extra. In the third text, the children of Gurrudum have a problem. The *kulmašitum* Tarām-Ulmaš had "put and written on the tablet of inheritance" her sister Amat-Šamaš (a *naditum*) "in the first place" (*ina pānim*); her brother protests before the judges.<sup>169</sup> Clearly, normally the brother was entitled to the first place.

#### 4. Special cases

(a) One nun could be the *inheritor* of several other nuns, in that case she had to be a rich woman.

Bēlessunu, daughter of Nakkārum, is "the one inheriting the estate" (*rēdit warkatim*) of Eli-erēssa and has to give rations in return; in another text she is the heir of Iltani.<sup>170</sup> The list of witnesses is largely identical in both texts; the last witness before the scribe is the testator of the other text! We assume that both texts were written around the same time; the first according to its date on -IV Samsu-iluna 8, the second on 4.V Samsu-iluna [...]. So we observe that B. was able to support two women at the same time.<sup>171</sup> The total estate of Iltani is 9 iku of fields, and the yearly allowance does not comprise barley (10 minas of wool, [...] litres of oil; festival gifts). Iltani has the usufruct of her fields which guarantees her an income. Eli-erēssa has 6 iku of field, a garden, a house, one slave girl and silver. She has no usufruct and will get 900 litres of barley, 10 minas of wool and 12 litres of oil.

Bēltani, daughter of Sin-māgir, is "the one inheriting the estate" (*rēdit warkatim*) of a Bēlessunu in year 15 of Hammurabi; she has to give rations.<sup>172</sup> In a fragment dated to Hammurabi 32 she is declared the inheritor of [NN] after she has paid a debt in silver.<sup>173</sup> She must have been a wealthy woman making a business of helping out other nuns. That the

<sup>169</sup> *CT* 48 5; see the partial translation below, in note 238.

<sup>170</sup> *CT* 6 33a and *CT* 47 66. – Note the differences: in the first text *mi-im-ma an-ni-im wa-ar* [sic] *sú-lu-ša i-na i-ga-ri-im iš-tu pē-e a-di kù. gi* (11-13), in the second *adi balṭat* [a. ša] -ša (?) *qāssāma ukal* (14-15).

<sup>171</sup> Another text documents that a man is the heir of the (joined) estates of two women, nuns; *VAS* 8 12 (Sabium) (*HG* 4 1043).

<sup>172</sup> *MHET* II/2 180.

<sup>173</sup> *BDHP* 66 (*HG* 6 1743). Read in line 1 *dumu.SAL* (!), in line 1 of Left Edge [mu u]gnim èš.nun.na ki. Lines 5-6: above, note 44.

adoptive can be rich is confirmed by another example, Bēlessunu, daughter of Ikon-pi-Sin.<sup>174</sup> She is known as a buyer of slaves and fields.<sup>175</sup>

BM 96994, to be published by Luc Dekiere as *MHET* II 864: Lamassāni, daughter of Šiqlānum, is “the one inheriting the estate” of Niši-inišu, daughter of Iballuṭ. She has paid four minas of silver, the debt of Niši-inišu, “her mother” (see my note 44). Lamassāni shares the inheritance with two other nuns. They may be the normal heirs and swear not to claim anything from Lamassāni.

We append the atypical case of Amat-Šamaš, daughter of Gurrudum. On the one hand, she was “the one inheriting the estate” of Iltani; on the other hand, nine years later, she was appointed first heir by her biological sister, the nun (*kulmašitum*) Tarām-Ulmaš.<sup>176</sup>

(b) Also, a rich nun as *testator* could give her property to another nun as “inheritance”.

A simple example is Aja-kuzub-mātim, who has collected much land (23 *ik u*) in her long life; she is already buying fields at the time of Sin-muballiṭ and towards the end of her life she appoints Niši-inišu as “the one inheriting her estate”, in Samsu-iluna year 7. The *Nacherbe* is the *apiltum* of Niši-inišu, the nun Amat-Bēltim.<sup>177</sup> Both Aja-kuzub-mātim and Niši-inišu will have the usufruct of the land; yearly rations are not given.

Amat-Šamaš, daughter of Supapum, appointed four other nuns as daughters and heirs.<sup>178</sup> These texts show that, although called “daughter” of Amat-Šamas, they continued to be called the daughter of their natural father. One of the daughters was rich herself (Lamassī, daughter of

<sup>174</sup> *MHET* II/2 277.

<sup>175</sup> Slaves: R. Harris, *Ancient Sippar* (Istanbul, 1975) 341 note 69; cf. 317.

Fields: *MHET* II/3 417, 425, 427. Her family: R. Harris, *OrNS* 38 (1969) 136 ff.

<sup>176</sup> *CT* 8 46 (Si 2) and *CT* 48 5:1-15 (Si 11). Some lines of the last text are given below, in note 238, and see the remarks by M. Stol, *AoF* 24 (1997).

<sup>177</sup> Aja-kuzub-mātim, daughter of Šilli-Akšak, buys a field in *CT* 47 8 (Sin-muballiṭ) and *BDHP* 43 (early). Ali-talimī tried to steal land in Samsu-iluna 3 (*CT* 8 6b = *MHET* II/2 378). Niši-inišu inherits in *CT* 47 58 (Samsu-iluna 7). Both women together are witnesses in *CT* 47 55:18-20 (Samsu-iluna 4).

<sup>178</sup> *CT* 2 47 (VAB 5 261) with *CT* 45 18 (“BM 80281” in R. Harris, *OrNS* 38 (1969) 143); R.A. Veenker, *HUCA* 45 (1974) 7-13; Harris, *RA* 70 (1976) 150 (BM 80784; unpublished); *Ancient Sippar* (Istanbul, 1975) 123 n. 27.

Puzur-Akšak) and her brother Erib-Sin had a litigation with another of the four adopted daughters, Iltani, and her brothers, the children of Irra-gāmil.<sup>179</sup> Obviously, all these women lived close together.

Amat-Šamaš, daughter of Sin-iddinam, is known as an owner of fields and house plots.<sup>180</sup> She appoints an Eli-erēssa as "the one inheriting the estate". After having specified the yearly rations, the text adds: "Apart from the 1500 litres of barley [...]" It is possible that this is an outstanding debt of the heir.

(c) In a number of texts the *father* of the adopted (young) woman is named as her "heir"; sometimes explicitly, "her father /PN is her heir" (*apilša /PN abuša*). It is he who shall give the yearly rations to the adoptant.<sup>181</sup> In one text the father farms the field inherited by his daughter and "he shall give her (adoptant) the yield of the field".<sup>182</sup> A gift like this acquires an extra dimension when we discover a text where the father claims the inheritance years later: we have a document in which Halijatum names Amat-Šamaš, daughter of Jarbi-el, as "the one inheriting the estate"; her father Jarbi-el is the heir. Later, Jarbi-el claims exactly this property, and the burgomaster and judges of Sippar make Halijatum take an oath. The parties come to an agreement and "Jarbi-el, Amat-Šamaš, Izi-zarē and Manum shall not make a claim to Halijatum".<sup>183</sup> This means that there were valid reasons for the testator to cancel the arrangement. And indeed, the original document has a stipulation that we can perhaps read as follows: "On the day that he (Jarbi-el) does not give

<sup>179</sup> Lamassī: R. Harris, *JCS* 16 (1962) 9. The litigation against Iltani and the other children of Irra-gāmil: *CT* 2 22 and 46 (*VAB* 5 282 and 283); cf. Harris, *RA* 70 (1976) 149.

<sup>180</sup> Fields: *MHET* II/2 150, 151; cf. *CT* 47 24:10. Buys house é.ki.gál: *TJDB* 46 MAH 16.353, with *MHET* II/3 465. Cf. R. Harris, *JCS* 16 (1962) 3a.

<sup>181</sup> Jarbi-el, in *MHET* II/1 55 (Apil-Sin); Sin-māgir, in *MHET* II/2 180, Case (Sin-māgir "her brother" elsewhere in this text looks like an error); Ilšu-bani, in *MHET* II/2 318 (read in 18, end *ma-aš-ti-tum*; in 19, end *túg.b.a*).

<sup>182</sup> *MHET* II/2 250; see also below, note 210.

<sup>183</sup> *MHET* II/1 55 (Apil-Sin) and *CT* 47 12 (Sin-muballit), edited by G. Ries, *ZSS* 106 (1989) 72-75.

this to her, he has no claim whatever against Halijatum".<sup>184</sup> Clearly, he had not met the terms of the contract.

Note that the father as heir sometimes added extra property to what his daughter was inheriting. In one document, the nun promises the heir immovables and five named slaves; in addition, the father gives her a named male slave.<sup>185</sup> This is in line with (e) below.

The fourth and last daughter and heir of Amat-Šamaš, daughter of Supapum (above, b), is consistently called "the daughter of Sin-eribam" rather than by her own name.<sup>186</sup> She may be a young girl and her father is the only name that matters officially.

(d) The inheritance for "the one inheriting her estate" invariably includes fields. With one exception: *a house* in the cloister is the only item that Amat-Šamaš gave to her heir, Šat-Aja, daughter of Ilšu-bani; plus "all that Amat-Šamaš has acquired and will acquire", i.e. sundry matters (a standard formula).<sup>187</sup> This is all that Amat-Šamaš has. In return, the heir has to give yearly rations in flour, beer, silver for clothing, and oil. Elsewhere, this heir is the buyer of a house plot from a nun and her brothers.<sup>188</sup> A picture of Šat-Aja as a rich woman dealing in real estate emerges. She acquires the house of a poor nun by having herself appointed the heir.

(e) It is no surprise to find an example of a nun having *two sources of wealth*: what she inherited from another nun, and what was given to her by her parents.<sup>189</sup> An early text first describes the appointment of a young woman by a nun as "the one inheriting her estate"; she is named

<sup>184</sup> MHET II/1 55:22-23, with copy on p. 288, (22) *u₄-um an-ne(!)-am la i-d[i-i]š(?)-ši-im* (23) *ugu (?) Ha-li-ja-tum mi-im-ma ú-ul i-šu*. Cf. BDHP 70 rev. 11-12, *ú-um an-ni-a-am la i-di-nu-ši-im i-ke-em-šu-nu-ti*.

<sup>185</sup> MHET II/2 180:24-27 (Case). A similar case is MHET II/3 393:30-33: "Moreover, Sin-gāmil (the father) shall give her in his goodness one young slave girl from his own, to serve her drinks (*ana mē šaqiša*)". And cf. the slaves given in "joy" as "extra" (*elitum*) in CT 8 49a:25-37 (VAB 5 14).

<sup>186</sup> CT 2 47:5, 9, 32; CT 45 18:6, 23.

<sup>187</sup> MHET II/2 318 (Hammurabi). A related frozen formula in our texts is "property (*bušūm*), from straw to gold"; in one text this property consists of three slaves (D. Arnaud, ARV 105).

<sup>188</sup> MHET II/3 345 (Samsu-iluna).

<sup>189</sup> CT 2 41 (VAB 5 19); CT 47 63:40-43 ("gift" of father and "inheritance" of aunt).

"her daughter". "When she deeded (*šatārum*) (this) to her daughter", her (natural) father E. "rejoiced" and he gave her four slaves, "her additional share" (*elītum*), "apart from her (inheritance) share" (*zittum*).<sup>190</sup>

### 5. Fields held in usufruct

Many of the texts promising the inheritance stipulate that the testator remains in full possession of the estate or parts of it during her life. For women the expression "Her hand keeps (the field /house /slaves)" is always used in the later texts (full formula: a.šà é ìr.geme *qāssāma ukal*).<sup>191</sup> Older phrases use the word "to eat" (= to have the usufruct): "As long as she lives, she will 'eat' (it); the field and house are in the hand of Lamassi".<sup>192</sup> "As long as PN lives, he will have authority (*šapārum*) over her [his daughter's] slave and 'eat' her field".<sup>193</sup> "As long as she lives, FN will 'eat' the share (...)"<sup>194</sup> Studying the contracts with the first formula, one finds that the testator does indeed not need to be supported by the heir with rations; obviously, she continued to exploit this property. Occasionally, we find the reverse. Niši-inišu is appointed by A. as "the one inheriting her estate", "her heir (*apiltum*)". The inheritance is 6 iku of field. "As long as A. lives, the hand of Nisi-inišu shall keep the field; yearly Niši-inišu shall give her 900 litres of barley, 6 minas of wool, 12 litres of oil; at 6 festivals 10 litres of flour and 1 piece

<sup>190</sup> *CT* 8 49a (*VAB* 5 14). Cf. Klíma, *Erbrecht* 85 f.

<sup>191</sup> Only a few references in *CAD* K 514a. Cf. Klíma, *Erbrecht* 84; M. Malul, *ASJ* 13 (1991) 244. I have collected these references. The object that is "held" is added between brackets; where (–) stands, no object is mentioned, which means: everything. References: *BE* 6/1 95:22 (everything), 116:13-16 (slaves), *BM* 97304 rev. 2 f. (house), *CT* 2 24:26 (–), *CT* 8 5a:15 f. (field, house, slave girl), 46:21 (field, house, slave girl), *CT* 45 34:17 f. (all this), 79:31 (–), *CT* 47 42:13 f. (field, house), 58:17 (everything), 63:27 (everything), 64:14 (field), 65:23 / 65a:22 (everything), 66:13-15 (field?), 67:10 f. (slave girl), *MHET* II/1 55:14 (field, house), *RA* 75 (1981) 21 *AO* 8132:6 (field, house and *bašitum*), *VAS* 13 34 rev. 2 f. (all of it), *YOS* 12 469:20 (–).

<sup>192</sup> *CT* 6 30a:19-24 (Sumu-la-el) (*VAB* 5 13).

<sup>193</sup> *BDHP* 25:14-15 (*HG* 6 1737), with R. Harris, *OrNS* 30 (1961) 165: *wa-ra-sà i-ša-pa-ar ù e-qé-el-ša i-ka-al*. – Read in rev. 4 (the father's field) *a-hu-ša a-na uk-la-ti-šu-nu*.

<sup>194</sup> *CT* 8 49b:14 (Apil-Sin) (*VAB* 5 15).

of meat".<sup>195</sup> The source of the rations is the field. Undoubtedly, Niši-inišu leased it to a tenant, a "farmer", who usually received two-thirds of the yield (*Drittelpacht*).

Much earlier, in the time of king Sumu-la-el, this formula was not yet fixed. "Mother" Ḫunnubtum gives a field (8 iku) and two houses to "daughter" Lamassī, her heir: "As long as she lives, she shall have the usufruct ('eat'). The field and a (?) house are in the hand of Lamassī (*ina qāti Lamassī-ma ibašši*); the heir of Lamassī is Ilšu-ibbišu. She shall look after (*šālum*) her and provide for her (*paqādum*)".<sup>196</sup> This means that Lamassī has the use of the field and cares for her mother in return.

However, some texts speak of both "keeping" the property by the testator and giving yearly rations by the heir. How could the latter finance the annual contributions when not in possession of the field and other property? We will discuss these texts here.

*CT 47 67* — The judges of Sippar and Babylon "gave" (= assigned?) 3 iku of field and one named slave girl to the nun Mannaši; obviously, there had been a problem and her right of possession is confirmed. "As long as she lives, her hand keeps (it). Ipiq-Annunitum is her heir. Yearly, he shall give her 900 litres of barley, 6 minas of silver, 6 litres of oil. She shall not give the field to another farmer, she shall not sell the slave girl". The fragmentary Case of this text offers: "She shall not [act] freely; the field (and) the slave girl she shall not [sell / lease]. Would [she give] her field [to the farmer] of [her] heart [...]"<sup>197</sup> There is an easy explanation. Her heir Ipiq-Annunitum has the exclusive right to cultivate the field of Mannaši as her "farmer" and the yearly rations come from the field. This case resembles that of Niši-inišu studied above, with one difference: Mannaši keeps the slave girl because she needs her in her house.

<sup>195</sup> *CT 47 64* (a. šā qā-ti N. ú-ka-al, 14). A similar stipulation in *CT 47 63:27*, *mimmaša qāti A. ukal*; here 46 iku of fields and an annual ration of 1800 litres of barley, which is very low! But the various fields are written down from memory.

<sup>196</sup> *CT 6 30a:19-27* (VAB 5 13).

<sup>197</sup> *CT 47 67* (Samsu-iluna). The translated passages are 67:16-19 and 67a:11-17 (case: (11) *ma-la li-i[b]-b[i-ša]* (12) *ú-ul i-ma-[aš-ši]* (13) a. šā sag. gem[e a-na kù. b ab bar] (14) *ú-ul i-na-[di-in]* (15) *šum-ma-an [...]* (16) a. šā-ša 'a-[na er-re-eš] (17) *li-ib-bi-š[a...]*). The verdict is given by the judges of Sippar and Babylon. — Much earlier, again the judges of Sippar and Babylon passed a verdict on the estate of a nun; *BDHP 22/23* (Sabium). — *CT 47 67* shares with *MHET II/3 432* Aḥḥatuni and Mannaši.

Our text avoids the formula "his hand shall keep the field" and replaces this by "She shall not give the field to another farmer".

*CT 45 34* — The nun (*kulmašitum*) Bēltani gives her inheritance (*aplūtum*) to a man, Muḥaddūm. He is her nephew<sup>198</sup> and he is her heir (*rēdi warkatiša*): fields, a house, slave girls, all of which she "kept in her hand" for her whole life. She will receive yearly rations from the man. The inheritance is 22 iku of (bought) fields, a house and three slave girls.<sup>199</sup> The heir has to give 1800 (?) litres of barley, 12 litres of oil and 10 minas of wool per year. The following broken lines say that the woman is not free to act; "Bēltani shall not act freely, the field ... [she shall not give to] ano[ther farmer]; this [...] shall not [be sol]d".<sup>200</sup> This means that the heir cultivates her fields for her as a "farmer", similar to what we saw in the previous text. Bēltani owned 22 iku of field which she kept to herself; if we assume that Muḥaddūm was the tenant, it must have been possible for him to give the stipulated yearly rations of 6 kor (1800 litres) of barley, 12 litres of oil and 10 minas of wool. Field rentals of this period adopt the norm that the tenant gives the owner 6 or 8 kor per 18 iku field; it seems to me that this reflects *Drittelpacht*.<sup>201</sup> Muḥaddūm had more than 18 iku and still paid 6 kor. Again, in practice "the hand of Muḥaddūm keeps the field", as the hand of Niši-inišu did. But Bēltani enjoyed the rest of her inheritance, her house and her slave girls. The formula "As long as she lives, her hand keeps all this property of hers" guarantees her this; the extra clauses "Bēltani shall not act freely ..." reserves to Muḥaddūm his rights.

*CT 47 66* — The inheritance is 9 iku of fields, situated next to "the field of the family", and is "kept". The heir Bēlessunu, a nun, gives yearly 10 minas of wool, [1]2 (?) litres of oil and the festival gifts. The difference

<sup>198</sup> This was shown by R. Harris, *Ancient Sippar* (Istanbul, 1975) 325 f.

<sup>199</sup> Exactly the same group of fields (again all "bought") in *MHET* II/2 333 (Hammurabi ?). The middle part of this tablet is lost; we do not know the names of the acting persons.

<sup>200</sup> *CT 45 34:22-27* (Samsu-iluna), (22) *PBe-el-ta-ni ma-la ša-ša* (23) *ú-ul i-ma-ša-ši-i* (24) *a. ša lú [....]* (25) *ša-ni-[im ....] x* (26) *ú-ul [....]-li an-nu-um* (27) *a-na k[ù. babb]ar (?) ú-ul in-na-ad-di-i]n*. Cf. *MHET* II/5 581:28-31: The old father shall not sell field or house and shall not give the field to a tenant-farmer. This implies that the adopted son is the farmer.

<sup>201</sup> This theory is based on *TCL* 1 230; see above, note 39.

is that the heir does not give barley. At the same time, the same Bēlessunu became the heir of another woman. In that case the testator did not "keep" the property in her hand; the rations there are 900 litres of barley, 10 minas of wool and 12 litres of oil.<sup>202</sup>

*CT 47 42* — Field(s) and a house are given but "kept". Again, there is no barley ration: 2 shekel of silver for clothing (= approx. 10 minas of wool), 12 litres of oil, festival gifts. A debt of 6 shekels of silver has been paid (for the testator).

*RA 75 (1981) 21 AO 8132* — Field(s), house and property (*bašitum*) are given but "kept"; the field may be given to the "farmer of her heart" (which is quite unexpected). There is no barley ration but much wool is to be given (20 minas).

*BM 97304* (see note 119; = *MHET* II 848) — A woman receives from her parents a house which she can keep all her life. Her brother is her heir; he shall give his sister yearly 240 litres of barley and 4 litres of oil.

*YOS 12 469* — Only the festival gifts are to be given, yearly.

*MHET* II/1 55 — The rations are 100 litres of barley, [...] litres of oil, 10 minas of wool, one sheep and festival gifts. The heir (a man) could not fulfil this obligation and, as another text shows,<sup>203</sup> the contract was cancelled by the authorities.

Our conclusion is that where the field is "kept" by the testator, there are two options: (1) The rations are drawn from this field;<sup>204</sup> (2) The most important part of the yearly allowance, barley, is absent or given in low quantity.

*Excursus* — In another text restricting the daughter's rights the verb *mašūm* is not used. Here, the "share" of a woman given by her father mainly consists of [field(s)], slaves and cattle; at the end we read: "She shall not 'clear' the slaves (or) sell them for silver; she [shall (not) give

<sup>202</sup> *CT 6 33a*. The inheritance consists of 6 iku field, two houses, a slave girl, 10 shekels of silver.

<sup>203</sup> *CT 47 12*, discussed above, V, 3, A, (c).

<sup>204</sup> Something like this happens in *CT 8 20a*; see V, 1 (Sin-šaduni delivers the gú a. šà).

the field to the farmer of her heart".<sup>205</sup> At this point, the text is broken, where probably a stipulation on the woman's heir followed.

Another example of the limitation of the rights of the woman who receives a gift is the requirement that cattle should not die nor disappear ("iron cattle"); this is the obligation to preserve the estate in full (see note 128).

A text where the nun A. gives her inheritance to the nun Niši-inišu, "her (adopted) daughter", is remarkable. As long as A. lives, she "keeps her property in her hand". After her (death), N. shall keep it in her hand and the heiress of N. shall be Amat-bēltim. Only this third woman can dispose of the property as she wishes (*mašūm*), provided that she does not "go out" or refuse "to sit in front of you (= N.)".<sup>206</sup> The Case has additional stipulations: Amat-Bēltim and N. have to recognize each other as aunt ("the sister of my father") and [niece]. This fictitious family relation was created in order to comply with the rule that a niece inherits from her aunt, the nun. To us, it is interesting that N. is served by Amat-bēltim until her death: the meaning of not going out and sitting in front of her must be the obligation to serve her.<sup>207</sup> "Grandmother" A. has arranged for all this and is still alive.

#### 6. *The tenant-farmer*

We have noted with great interest the clauses restraining the testator's freedom to act (*mašūm*) with the possessions that she "keeps in her hand".<sup>208</sup> We have seen that in two cases her heir was to be her farmer (*errešum*).<sup>209</sup> A similar clause in the new texts published by Luc Dekiere is better preserved. Of a young woman who is "inheriting the

<sup>205</sup> *CT* 48 33:16-18 (Hammurabi), (16) *geme.ír ú-ul ú-la-al a-na kù. babb ar* (17) *ú-ul i-na-ad-di-in* (18) [a. šà a-n]a e[r]-re-iš *li-ib-bi-ša* (19) [*ú-ul i-na-ad-di-i*]n. Note the positive wording in Charpin - Durand, *RA* 75 (1981) 21 AO 8132:6-7, (6) a. šà é *ba-ši-tam qá-sà [ú-ka-al]* (7) a. šà-ša *er-re-iš li-ib-[bi-ša ir-ri-iš]*; and in CH § 178.

<sup>206</sup> *CT* 47 58.

<sup>207</sup> *CT* 47 58a:21-22, *at-ta-as-sí ma-ab-ri-ki ú-ul uš-ša-ab*; cf. 58:22 f. More references have been collected by K.R. Veenhof, *Zikir šumim* 375 n. 42.

<sup>208</sup> Cf. *VAS* 9 199:5-10, with R. Harris, *OrNS* 30 (1961) 165: restriction to "give" a house (*amala libbiša ul imaqšima bitam ašaršani ul inaddin*).

<sup>209</sup> *CT* 47 67; *CT* 45 34. This may be the reason why a letter to the nun Mattaki speaks with reverence of "the gentleman, your farmer"; *AbB* 7 53:7. We cannot go into this group of letters here, *AbB* 7 53-56.

estate" (*rēdit warkatim*) from an older nun, the father will be the heir (*aplum*); "she shall not act freely, she shall not give her field to the farmer of her heart: her father shall farm (the field) and he shall give to her (the testator) the yield (?) of the field".<sup>210</sup> The expected rations are replaced by the produce of the field, as we already suggested above. We find the same alternatives in the Hammurabi Code, § 178: a father had given his daughter (a nun) a gift (*šarākum*); if the brothers do not give rations to their sister and do not make her happy, she has the right "to give her field and her garden to the farmer as it pleases her and her farmer shall support her; she shall 'eat' the field and the garden and whatever her father had given to her, as long as she lives".<sup>211</sup>

In a letter, a man (brother? nephew?) writes to a nun: "If you truly love brotherliness (*athūtum*), do not give the field to somebody else and let me not be upset. Give the field to me, so that I may cultivate (it) myself".<sup>212</sup> It is possible that her heir is writing. In another letter, a man writes to a woman: "The field, your (inheritance) share, is 'bound to my side' (*ina idija rakissi*). If you cultivate yourself, do it yourself; if you are not up to it, write me so that I can give the field to a farmer" (AbB 3 71). Is this man named as the heir of the woman and does this mean that he has the right to cultivate her field as "farmer"? This could be the meaning of the field being "bound to his side". He waives his rights.

## VI. A FEW CASES

### 1. *Huššutum*

*Huššutum* gives her property to *Erištum*, her daughter. This *Erištum* cannot be her biological daughter (nuns could not bear children) but must have been adopted. *Erištum* must also be a nun (her name shows this) and the contract already mentions the name of the person who is going to

<sup>210</sup> *MHET* II/2 250:13-17. We suggest for line 17: [g]ú. un a. šà *inaddišsim*.

<sup>211</sup> The rule of these alternatives seems to be operative in a new text, damaged in its central section. Here, someone promises to give a woman (huge) yearly rations; and "Sin-rēmēni is her heir". This may be the person who promises the rations. However, "if he does not give this to her, she shall give her field to the farmer of her heart" (*MHET* II/2 131).

<sup>212</sup> *PBS* 7 41 (*AbB* 11 41), with R. Harris, *OrNS* 30 (1961) 167.

inherit all this from Erištum: her brother Sin-māgir. In return, she has to support her mother.

*Translation:*<sup>213</sup>

"Huššutum, daughter of Qara-sumuja, nun of Šamaš; Erištum, daughter of Warad-Šamaš:

$\frac{1}{2}$  sar house plot, in the cloister, next to Nig-Utu, daughter of Ur-Lisina, and next to Arwītum, daughter of Ili-bāni; also her (movable) goods of the cloister, as many as there are/will be — it is of Erištum.

All this Huššutum, her mother, has given to Erištum, daughter of Warad-Šamaš, her daughter, the nun of Šamaš. Sin-māgir, her brother, is the heir of Erištum.

She swore the oath to Šamaš, Aja, Marduk, and the oath to Apil-Sin. Whoever alters the wording of this tablet (is cursed).

360 liters of barley-rations, 6 litres of oil-rations, 6 minas of wool; at six festivals one bread, three (pieces of) meat (each time) she shall give. And as long as Huššutum lives, Erištum, her daughter, shall 'fear' her. And what (is written on) this tablet, as long as she lives, her [daughter] (?) shall give (?) to Huššutum.<sup>214</sup>

(Male witnesses: the two heads of the Šamaš temple, Warad-Sin and Šamuḫ-Sin; Adad-rēmeni; Ninšubur-mansum, Head of the nuns of Šamaš; Narām-ilišu, son of Išme-Sin. Female witnesses: Sumurah [male?] and Majatum, children of Asallija; Napsānum [male!], Bēlessunu; ...; Innabatum, daughter of Bür-Sin; Aja-šaga, daughter of Ḥanhanu; ..tum, daughter of Ibni-Erra; Amat-Šamaš, female scribe; Ali-abuša, daughter of Qara-sumuja; Kumu-zili)

(Date: Apil-Sin 12)".<sup>215</sup>

We do not know anything about Erištum's family<sup>216</sup> and wonder in what archive this document was kept. Most of the witnesses are well-known

<sup>213</sup> *CT* 45 11. A shortened version is the Case tablet *TLB* I 230 (which helps in restoring the list of witnesses in *CT* 45 11).

<sup>214</sup> Lines 31-34; read (31) 'u<sup>1</sup> ū KA dub *an-ni-im* (32) [a-di b]a-al-*ta-at* (33) [ma-ra-s]à a-na *Hu-šu-tum* (34) [x x]-*na-di-ši-im*. We assume that at the end of line 33 the *i-na mu-ru* (in smaller script) introduces the witness Ali-abuša, daughter of Qara-sumuja, added on the right side. "In (the city) Mur"?

<sup>215</sup> F.N.H. al-Rawi, *ZA* 83 (1993) 28.

<sup>216</sup> The Sin-māgir, son of Warad-Šamaš, in *VAS* 13 32:3, 6 could be her brother (Hammurabi x). Note that *CT* 47 15:4-5 (tablet) speaks of Erištum, daughter of Warad-Šamaš, and the case of Erišti-Aja, daughter of Warad-Šamaš (15a:4) (Sin-muballit). She sells a house plot of  $\frac{1}{2}$  sar.

from the early Old Babylonian texts.<sup>217</sup> The daughter receives the estate on the condition that she gives her mother "360 liters of barley-rations, 6 litres of oil-rations, 6 minas of wool". This is a well-known clause and the quantities undoubtedly point to rations per annum. The 360 litres of barley is not much. Many nuns had two houses, one inside and one outside the cloister.<sup>218</sup> If Ḫuššutum had two houses, she may have given the house outside to another "daughter" who gave her another 360 litres. And indeed, the formula "her (movable) goods of the cloister, as many as there are / will be" explicitly restricts the inheritance to what is within the cloister. The two clauses that follow seem to be redundant and were omitted on the duplicate.<sup>219</sup> "And as long as Ḫuššutum lives, Erištum, her daughter, shall 'fear' her. And what (is written on) this tablet, as long as she lives, her [daughter] (?) shall give (?) to Ḫuššutum". We have suggested above that this "fear", respect, is an extra coming on top of the rations.

## 2. *Innabatum*

Innabatum, daughter of Būr-Sin, (the close colleague of Ḫuššutum) had two strategies to ensure herself of a good old age and she used both: conditional manumission of slave girls and an arranged marriage.

(1) "Tablet about Ištar-ummi and Aħatani, daughters of Innabatum. Innabatum, daughter of Būr-Sin, has 'cleared' them to Šamaš; as long as Innabatum lives, Ištar-ummi and Aħatani shall support her, and after Innabatum has died, nobody among the sons of Aħušina shall have any claim against them".<sup>220</sup>

The two ladies are said to be daughters of Innabatum, which means that they have been adopted, and "clearing" them to the god Šamaš means that they, slave-girls, will have a better future in the cloister (cf. IV,

<sup>217</sup> For the first four male witnesses, all officials, see for example *CT* 6 43:16-19, *CT* 8 29a:16-19 (no titles given). Innabatum is often closely associated with Ḫuššutum; for example in *CT* 2 30:3-4; *CT* 6 43 (dupl. D. Arnaud, *ARV* 12?). Ajašaga is written <sup>d</sup>A-a-sa-ka (Left edge, 1). Also attested in *CT* 6 26a:24 (<sup>d</sup>A-a-SIG<sub>5</sub>), 43:31-32 (<sup>d</sup>A-a-sa-ka); cf. *ARV* 12 rev. 9. I am not certain of the gender of Sumurah (*TLB* I 230:12; supplied in *CT* 45 11:39); in an unpublished text Sumurah is a woman: <sup>SAL</sup>Su-mu-a-ra-ah, CBS 1409:10 (Ammi-ṣaduqa).

<sup>218</sup> R. Harris, *Studies A. Leo Oppenheim* (Chicago, 1964) 131.

<sup>219</sup> *TLB* I 230:2-3, a-na Ḫu-šu-t[um ...] a-di ba-al-ja-a[t ...].

<sup>220</sup> *CT* 8 29a (Apil-Sin).

above). The name Ištar-ummi does indeed sound very much like a slave's name. Former owners or Innabatum's kin have no right to reclaim these girls. Aħušina should be a member of the Bür-Sin family. We know of a Aħušina, brother of the woman Kumu-zili, daughter of Išhatija, and Innabatum had transactions with her.<sup>221</sup>

(2) "Aħħū-ajabi, daughter of Innabatum. Innabatum gave her into marriage to Sukkalija. If Sukkalija leaves her, he shall pay 1 mina of silver. If Aħħū-ajabi hates him, they shall throw her from a tower. As long as Innabatum lives, Aħħū-ajabi shall support her, and after Innabatum (has died), [nobody ...] shall have [any claim] (?) against Aħħū-ajabi".<sup>222</sup>

The first sentence documents the adoption of Aħħū-ajabi. After the conditions of the marriage contract have been summarized (the groom's father is not mentioned), the main point follows: Aħħū-ajabi has to support her mother. We assume that in return she will receive the estate and we surmise that Innabatum's family will be prevented from claiming it. Is Sukkalija a slave of Innabatum? See our comments in IV.

Our conclusion is that Innabatum had at least three women to take care of her.

### 3. Amat-Šamaš

There is another example of a lady having more than one provider. Amat-Šamaš, daughter of Mād-dumuq-ilim (or: Dumuq-ilim) had two documents in her archive with very similar contents:

(1) "A house, 1/2 sar large, adjacent to the house of I., son of P., and adjacent to the house of I., son of T., Mād-dumuq-ilim and Amat-Šamaš, the nun of Šamaš, gave to Nūrum-liši, their son. As long as Amat-Šamaš lives, Nūrum-liši shall give her, annually: 180 litres of barley, 1 1/2 litres oil, 1/4 shekel silver; and he shall perform the public service (*ilkum*) of the house. If he does not give this, he shall forfeit the house. If Amat-Šamaš and Mād-dumuq-ilim

<sup>221</sup> BDHP 14, partition between K., Hunnubtum and Aħušina (Immerum). K. is witness in CT 6 26a:23 (studied below). The transactions: R. Harris, *JCS* 16 (1962) 8. Note that there was another K.; CT 6 26a:18, 23; C.B.F. Walker, *JCS* 30 (1978) 235 E:33-35, igi *Ku-ma-zi-*[...] igi *Bur-ri-x* [...] dumu. meš *'a*-[...] (Sumu-la-el).

<sup>222</sup> CT 6 26a (VAB 5 33) (the two first witnesses are attested in the reigns of Sumu-la-el to Apil-Sin). Assyrian writing; C.B.F. Walker, *Anatolian Studies* 30 (1980) 15 f.

act against the agreement (*nabalkutum*), they shall pay 20 shekels of silver".<sup>223</sup>

To our surprise, father and daughter both have a "son" in common. This status may be required for the family member who performs the public service.<sup>224</sup>

(2) "180 litres of barley, 1½ litres oil, ¼ shekel silver, Nūrum-liši shall give to Amat-Šamaš, annually;

180 litres of barley, 1½ litres oil, ¼ shekel silver, Warad-Ilabrat shall give to Amat-Šamaš, annually.

If they do not give this, they shall forfeit the house".<sup>225</sup>

The lists of witnesses in both texts are identical, which means that they were probably written on the same day. The second person, Warad-Ilabrat, must have concluded with Amat-Šamaš a contract very similar to our (1), though we do not have it. We observe that Amat-Šamaš receives allowances from two sources. The total is an annual income of 360 litres of barley, 3 litres of oil and ½ shekel of silver. Compare this with the amounts given to another nun by her (adopted) daughter: 300 litres of barley, 3 litres of oil and ¼ (!) shekel of silver.<sup>226</sup> Another nun receives from her daughter about double these amounts: 360 litres of 'fat flour', 240 litres of barley, 6 litres of oil, and extras for six festivals.<sup>227</sup>

We know who are Amat-Šamaš and the persons she is dealing with. She is the daughter of Mād-dumuq-ilim and their (adopted) son Nūrum-liši is her cousin, and the second man of the second text, Warad-Ilabrat, is another cousin, his brother. There were four brothers: Ibni-Šamaš, Nūrum-liši, Ibni-Adad and Warad-Ilabrat.<sup>228</sup> We find them all in a text dated many years later: here, Warad-Ilabrat and Ibni-Adad promise to

<sup>223</sup> VAS 8 33/34 (= HG 4 846; VAB 5 216), cf. HG 6 p. 124 (top).

<sup>224</sup> In a comparable context, two persons are "given to the royal service" (*ilik šarrim*); MHET II/3 459:37-40 (above, under V, 1).

<sup>225</sup> VAS 8 31/32 (= HG 4 845; VAB 5 221) (Sin-muballit 10).

<sup>226</sup> CT 8 37a (= HG 3 145).

<sup>227</sup> CT 4 45c. In line 1, we suggest *zfd. ŠE* instead of "processed barley for beer" (*isimmannum*) (thus CAD I/J 193a). Cf. "360 litres of *zfd. ŠE*" in UET 5 115:8 (= 603:1).

<sup>228</sup> R. Harris, *JCS* 16 (1962) 2-3. Note that her BAP 101 is now VAS 8 27; BAP 102 is VAS 8 56/57.

provide for the same Amat-Šamaš.<sup>229</sup> Brother Ibni-Šamaš “has nothing to do with it” (*I. ul awassu*), as the text adds. We assume that the reason is that he already has other obligations, namely to deliver and construct beams on the two walls of the family house, so he already had his expenses regarding the family.<sup>230</sup> It is possible that formally all brothers contributed for Amat-Šamaš but that they delegated the job to a few among them. Why Nūrum-liši is not mentioned is not known; was his public service (*ilkum*) already sufficient?<sup>231</sup>

We learn some important things from this group of texts:

- immovable property (the house) of the unmarried daughter remained in the family;
- a woman could arrange for more than one alimentation;
- to this end, her father and she adopted a “son” (*mārum*).

#### 4. *Kalkatum and Daqqatum*

Kalkatum has taken Daqqatum for marriage from her mother, the nun Lamassi, and pays the bride-price.<sup>232</sup> It is possible that his wife D. is “the adopted daughter of a *nadītum* [= nun] who must formerly have been a slave” (R. Harris). Twenty-nine years later this text was written:<sup>233</sup>

“Kalkatum and Daqqatum, his wife: Aḥatani, daughter of Šamaš-ḥāzir, has supported them. Because (*kīma*) Aḥatani has supported Kalkatum and Daqqatum, they gave Sin-imguranni, the son (!) of Kalkatum and Daqqatum, in order to support Aḥatani, daughter of Šamaš-ḥāzir (!). Sin-imguranni shall

<sup>229</sup> VAS 8 108/109 (Hammurabi 4). “To provide for” is *epērum* in 108:18 (*ana warkat ūmi Amat-Šamaš mārat Dumuq-ilim W. u I. i-pé-ru*), and *našū* Gtn in 109:18 (*adi Amat-Šamaš mārat Dumuq-ilim balṭat W. u I. it-ta-na-šu-ši*).

<sup>230</sup> VAS 8 108:6-8, *i-na* É.SIG<sub>4</sub> é <*pa*>-*paḥ* ū é *ib-ni*-<sup>4</sup>*utu* *it-ti* *ir*-<sup>4</sup>*nin*. *šubur* *gi*.*š.ūr.ra* *um-ma-ad*. In 109:4-6: [*i-na* É.SIG<sub>4</sub>] *ša* é *pa*-*paḥ* ū É.SIG<sub>4</sub> é [*i*]*t-ti* *ir*-<sup>4</sup>*nin*. *šubur* ū *ib-ni*-<sup>4</sup>*skur* *ib-ni*-<sup>4</sup>*utu* *gi*.*š.ūr.ra* *ú-ma-ad*.

<sup>231</sup> Harris, *JCS* 16 (1962) 3a, thinks that N. “had not lived up to his part of the agreement and had been disinherited”. She thinks that he was still alive in VAS 9 7/8 (Hammurabi 18); Harris, *Ancient Sippar* (Istanbul, 1975) 359 note 58.

<sup>232</sup> CT 48 52; R. Westbrook, *OBML* 123. Cf. R. Harris, *JESHO* 13 (1970) 317. Date: *Sin-muballīt* 20 (b ăd Širamaḥ; C. Wilcke, *Zikir šumim* 476).

<sup>233</sup> CT 8 12c (*VAB* 5 222) (Hammurabi 28). Sin-imguranni is a man; correct *dumu.SAL* (9) into *dumu*, and cf. *ramānišu* (20). This was not seen by M. Schorr, in *VAB* 5, and R. Harris in *JESHO* 13; also *Ancient Sippar* (Istanbul, 1975) 356. A nun Aḥatani, daughter of Šamaš-ḥāzir, is attested in CT 6 40a (*Samsu-iluna* 1) (*VAB* 5 153).

give her, as long as she lives, yearly 360 litres of barley, [6] litres of oil, 1 shekel of silver. From the moment that her gods call up Aḥatani, Sin-imguranni belongs to himself'.

This text is hard to interpret. It is not an "adoption" (according to R. Harris). We believe that the couple Kalkatum and Daqqatum was poor, that the wife Daqqatum may still have retained an unfree status and that the same was true for their son Sin-imguranni. Both may have "belonged to Šamaš". The nun Aḥatani supported the couple and now Kalkatum and Daqqatum are dead. The son Sin-imguranni will become free ("belong to himself") on the condition that he supports Aḥatani. It is possible that the couple had made this arrangement with Aḥatani (according to M. Schorr). It seems to me that the "they" (in "they gave Sin-imguranni") are the cloister authorities who make this arrangement now that the couple is dead; they see to it that Aḥatani is provided for.<sup>234</sup> There is one other example where the cloister authorities act in this way: they reward a nun who has supported her poor sick colleague by formalizing this relationship and assigning to her the (tiny) estate.<sup>235</sup>

##### 5. *Mazuratum*

We will now summarize two texts from which we can learn how the obligation to give rations in return for an estate could be transferred to another person.<sup>236</sup> Nidnuša and his wife Mazuratum had deeded their estate to their daughter, a nun, and written that their son Annum-piša was to be the daughter's heir (*A. ana aplūtiša ištūrū*). Unfortunately, the daughter died. Both parents took counsel together (*šālum Gt*) and decided to divide the estate between Ipiq-Antum and Annum-piša.<sup>237</sup> Mazuratum must have been a powerful woman; she may have demanded that Ipiq-Antum was to be the first heir. Who came first (*ina pānim*) was a delicate point, as we learn from a litigation.<sup>238</sup> She may have had her

<sup>234</sup> If Schorr were correct, we had expected in lines 8-9 "Sin-imguranni, their son", not "Sin-imguranni, the son (!) of Kalkatum and Daqqatum".

<sup>235</sup> *BDHP* 42 (*HG* 6 1735), with R. Harris, *JESHO* 6 (1963) 155.

<sup>236</sup> For a full discussion, see M. Stol, "Das Übernehmen eines Nachlasses", *AoF* 24 (1997) 68-74.

<sup>237</sup> *CT* 45 25 (Samsu-iluna 10 ?), with F.R. Kraus *SD* 9, 14 n. 83. Another text about these persons is the litigation *CT* 8 9a (*VAB* 5 295) (Samsu-iluna 1).

<sup>238</sup> *CT* 48 5: an empty lot which FN "took from FN<sub>2</sub> as inheritance, paid 6<sup>1/2</sup> shekels of silver, and put and wrote A. [her sister] on the tablet of inheritance in the

own financial means and in the second text the topic is, in fact, the “(inheritance) share” of Mazuratum. It was acquired by (*kisdātum*) Annum-piša and he has regularly given to his mother M. “as the gift and the expenses” (*ana nudunnēm u gimrī*). This means that he supports his mother in return for the “share”. Then, on the basis of an agreement with him, the daughter of his brother Ipiq-Antum, the nun B., pays him 18 shekels of silver “and B. took the inheritance (*aplūtam ilqe*) of Mazuratum, she made the expenses good (?) (*gamārum* D); Annum-piša has received his expenses; he is satisfied”.<sup>239</sup> B. now promises to support Mazuratum (her grandmother) with rations, as long as she lives. After her death ... (broken).<sup>240</sup> From this difficult text we learn how one could transfer the rights and duties of supporting a woman. The “expenses” (*gimrum*) are the rations that have already been given.<sup>241</sup>

first place (*ša T. (...) [it-t]i FN<sub>2</sub> a-na ap-lu-tim il-qu-ú 6<sup>1/2</sup> gín kù. babbar iš-qu-lu-ma i-na dub ap-lu-tim A. a-na pa-nim iš-ku-nu-ma iš-pú-ru*)”: twelve years later, their brother files a complaint against his sister FN.

<sup>239</sup> OLA 21 no. 65:14-17, (14) *ap-lu-ut* *Pa-Ma-zu-ra-tum* (15) *Pa-Be-le-tum* *il-qé ú-ga-mi-ir* (16) *Pa-N-KA-ša gi-mi-ir-šu ma-bi-ir* (17) *li-ib-ba-šu tā-ab*.

<sup>240</sup> K. van Lerberghe, OLA 21 no. 65 (Samsu-iluna 10); cf. D. Charpin, RA 85 (1991) 91 (too simple).

<sup>241</sup> The letter *AbB* 11 55 reflects the same chain of events in the transfer of an estate (*aplūtum*). This is discussed in the article by M. Stol.

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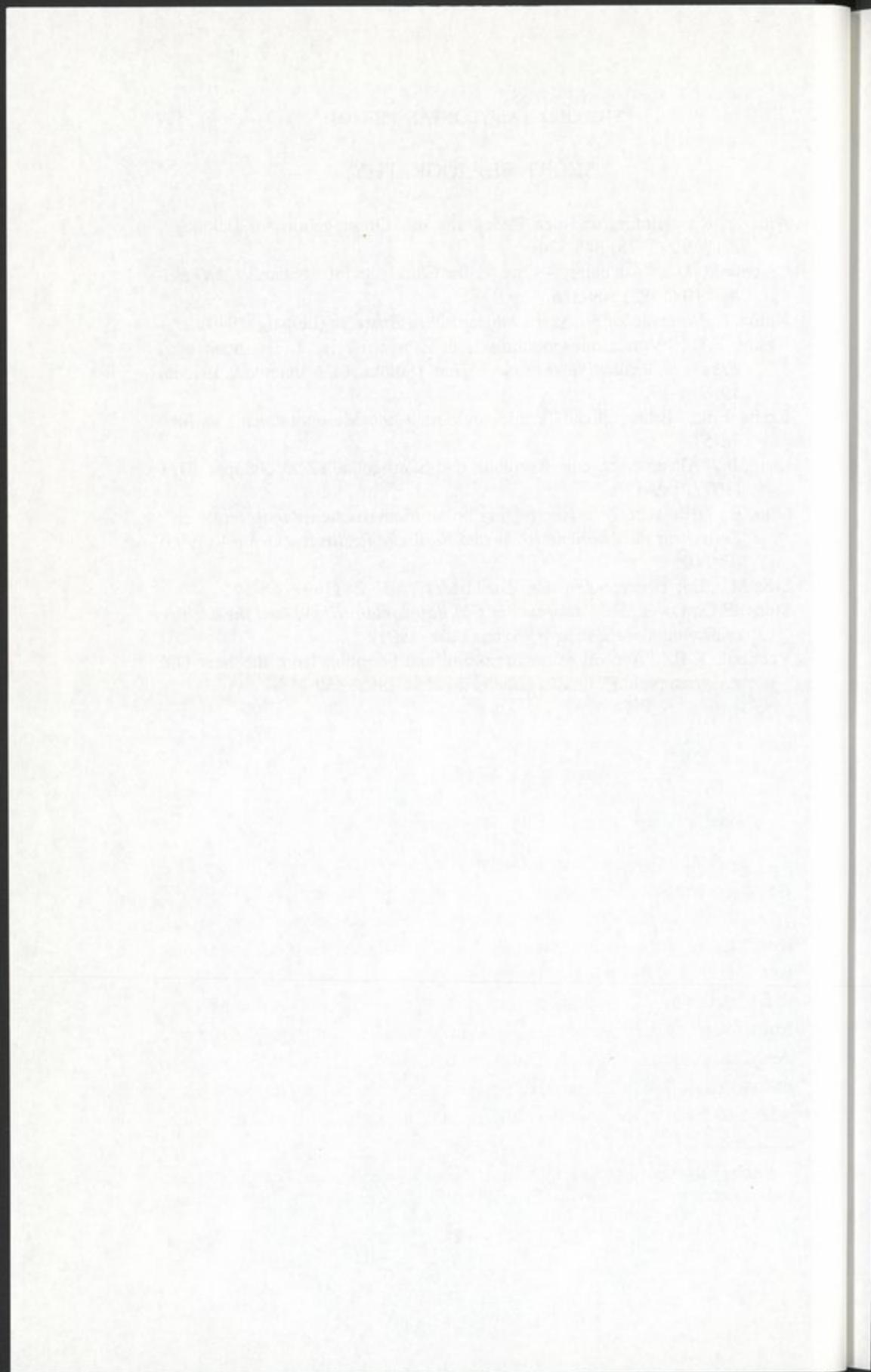
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## OLD ASSYRIAN AND ANCIENT ANATOLIAN EVIDENCE FOR THE CARE OF THE ELDERLY\*

KLAAS R. VEENHOF - LEIDEN

### I. Assyrian Evidence

1. Adoption
2. Excursus: The care of the elderly in Emar
  - 2.1. *wabālum*, "to support"
  - 2.2. *palājum*, "to serve"
  - 2.3. purpose: care in old age
3. Inheritance
  - 3.1. marriage contracts and last wills
  - 3.2. women's rights
  - 3.3. kt 91/k 389, an inheritance division

### II. Anatolian Evidence

1. Textual sources
2. Group 1, texts A-F: brotherhood in a common household
  - 2.1. a sample, text E = kt 89/k 370
  - 2.2. comments and comparison
  - 3.3. interpretation
3. Group 2, texts G-H: divisions among brothers

The evidence presented here derives from tablets written in the Old Assyrian script and language discovered not in the city of Assur itself (which has yielded very few documents from this period), but in the lower town of the ancient Anatolian city of Kanesh. Most tablets belong to the archives of Old Assyrian traders who lived and worked there in the 19th century B.C. and the data on social institutions and legal customs found in their letters, contracts and judicial records do reflect Old Assyrian customary law. A much smaller number of tablets belonged to native Anatolian inhabitants of Kanesh, probably mostly business men, who also lived in the commercial district of the city.<sup>1</sup> Their records were

\* Abbreviations: *AulOrS* 1 - D. Arnaud, *Textes Syriens de l'Âge du Bronze Récent* (=Aula Orientalis Supplementa 1, Barcelona 1991); Donbaz 1989 - V. Donbaz, "Some

also written in Old Assyrian, the only written language available there and then, either by Assyrian or by local scribes who had somehow mastered the cuneiform script and Assyrian language.<sup>2</sup> The legal substance of these documents must reflect native Anatolian legal custom, but we should be aware of the fact that it is preserved in Assyrian linguistic garb. The question arises whether the Assyrian language was a completely neutral vehicle of communication or may have influenced the formulation and even substance of the records. Much depends on our assessment of the competence of these scribes, of their ability of adequately rendering Anatolian terms and concepts in Assyrian.<sup>3</sup> A careful reading of the records in question will have to answer that question.

My presentation hence falls into two parts, dealing with the Assyrian and the Anatolian evidence respectively.

Remarkable Contracts of 1-B Period Kültepe Tablets (I)", in: K. Emre e.a. (eds.), *Anatolia and the Ancient Near East. Studies in Honor of Tahsin Özgür* (Ankara 1989) 75-89 with pls. 15-18; Donbaz 1993 - V. Donbaz, "Some Remarkable Contracts from 1-B Period Kültepe Tablets II", in: M. J. Mellink e.a. (eds.), *Aspects of Art and Iconography: Anatolia and its Neighbours. Studies in Honor of Nimet Özgür* (Ankara 1993) 130-154 with pls. 26-29; *EL* - G. Eisner - J. Lewy, *Die altassyrischen Rechtsurkunden vom Kültepe* (=MVAeG 33, 35/3, Leipzig 1928, 1935); *Emar* 6.3 - D. Arnaud, *Recherches au Pays d'Aššata. Emar 6.3. Textes sumériens et accadiens* (Paris 1986). *TVE* - G. Beckman, *Texts from the Vicinity of Emar in the Collection of Jonathan Rosen* (Padova 1996). Abbreviations for current editions of cuneiform texts are those used by the *CAD*. Sigla of cuneiform tablets excavated at Kültepe-Kanish since 1948 and kept in the Anatolian Civilizations Museum at Ankara are of the type *kt alk* or *kt 73/k* followed by a number, where *kt* stands for Kültepe, *a* or *73* identifies the year of excavation (*a-z* for 1948 until 1972, thereafter (19)73 etc., and *k*, denotes the commercial quarter or lower town, *kārum* in Assyrian.

<sup>1</sup> See for a summary description of Kanesh and its commercial district, K. R. Veenhof, "Kanesh: an Assyrian Colony in Anatolia", in Jack M. Sasson (ed.), *Civilizations of the Ancient Near East* (New York 1995) vol.II, 859-871.

<sup>2</sup> Although we do not know the latter by name, we can occasionally identify them as non-Assyrian on the basis of the typical orthographical and grammatical mistakes they make, in dealing with tenses, case endings and pronominal suffixes.

<sup>3</sup> In K. R. Veenhof, "An Ancient Anatolian Money-Lender. His Loans, Securities and Debt-Slaves", in: B. Hruška - G. Komoróczy (eds.), *Festschrift Lubor Matouš*, vol. II (Budapest 1978) 305 footnote 26, discussing records concerning debts, pledges, and guaranty, I observed: "One gets the impression that at times native Anatolian deeds show a cumulation of security clauses, borrowed from the Assyrians, but perhaps not always properly understood and inserted, and hence to be used with care in a reconstruction of customary law." See also my remarks in H.J. Nissen - J. Renger (eds.), *Mesopotamien und seine Nachbarn* (=Berliner Beiträge zum Vorderen Orient 1/1, Berlin 1982) 152f.

## I. ASSYRIAN EVIDENCE

Assyrian data on care of the elderly are scarce, because our main source, the archives of the traders living in Kanesh, primarily deals with commercial matters. Information on family life and its legal aspects is limited and accidental, as it depends on the personal circumstances of the traders. Some enjoyed a family life in Kanesh, having brought their Assyrian wife along or having married there an Assyrian or Anatolian girl, some (in addition) got involved in legal fights with relatives in Assur. Both circumstances could result in the presence in their archives of records which may contain data we are interested in.

In most cases no special contractual provisions seem to have been necessary to ensure the care of the elderly. Assyrian traders, as heads of households, could count on being cared for by their children, in some cases perhaps also by a younger or secondary wife, or by other relatives, as demanded by custom and family ethics and made possible by their generally rather strong financial position, which would even have enabled them to recruit paid services. Consequently, no specific type of contract for securing or enforcing such care has been discovered. That the elderly were traditionally being cared for within the family probably was also the reason why some traders eventually returned home, to Assur, probably also in order to be buried with their ancestors, but this was not a general rule. There are several examples of traders who died in Anatolia, perhaps because they refused to return home or, more likely, because death came suddenly and they died "in harness"; the well known trader Pushu-ken is an example.<sup>4</sup> In several letters, especially those exchanged with wives, the issue of returning home in order to "see the face of Assur" and/or their relatives is raised, but usually we cannot make out whether the reference is to one of the regular visits to Assur or to a final return. There are examples of traders returning to Assur for good, leaving the business in the hands of a brother or son, as was the case with Imdilum, whose brother Ennu-Belum and son Puzur-Ishtar henceforth

<sup>4</sup> There are many references in the letters to traders who died "unfortunately" (*lä libbi ilim*). At times many people died at the same time, probably due to epidemics, cf. the references collected by S. Çeçen, "Mutānu in den Kültepe-Texten", *Archivum Anatolicum* 1 (Ankara 1995) 43-72.

led the Anatolian branch of the firm.<sup>5</sup> But there are also examples of senior traders always staying in Assur and leaving the business in Kanesh to a trusted son, e.g. Idi-Assur and his son Assur-nada (whose children remained in Assur to be raised there by his father)<sup>6</sup>, a situation which led to a lively correspondence between father and son.<sup>7</sup>

However lively such correspondences, they do not reveal to us how old the traders were at the various stages of their career, such as the move to Kanesh, the return to Assur, or their death, and the question remains how to define "old" or "elderly". In general we may assume that a trader needed experience (gained e.g. by serving on the caravans travelling between Assur and Anatolia) before he was entrusted (by older members of the family firm and by investors) with the care of the Anatolian branch of a firm, which means that he was probably at least twenty to twenty-five years old. That the sons of several traders apparently were old and experienced enough to take over from their fathers, implies that the latter by that time were at least in their forties. Better data can be extracted from a study of the archives of such traders, in particular from the numerous debtnotes in which they figure (as creditors or debtors), dated by Assyrian year eponymies. Even though the exact sequence of all eponymies has not yet been secured, the number of different eponymies during which a trader is attested yields at least a minimal length of his activity in Kanesh. From such studies<sup>8</sup> we know e.g. that the trader

<sup>5</sup> See for Imdilum, M. T. Larsen, "Your Money or Your Life! A Portrait of an Assyrian Businessman", in: J. N. Postgate a.o. (eds.), *Societies and Languages of the Ancient Near East. Studies in Honour of I. M. Diakonoff* (Warminster 1982) 214-245, esp. 226 with note 60. Some of the letters written by Imdilum are archive copies of letters sent by him from Kanesh (cf. VAS 26, 17 ad no.4), others were sent from Assur to Kanesh after he had returned home.

<sup>6</sup> See CCT 3, 6b: 24-33 (letter sent by the father to the son): "I raised your son, but he said: 'You are not my father', whereupon he left; I also raised your daughters, but they said: 'You are not our father'. On the third day they left and departed for you and now I want to know what you have to tell me."

<sup>7</sup> See for them M. T. Larsen, *The Old Assyrian City-State and its Colonies* (=Mesopotamia 4, Copenhagen 1976) 97ff.

<sup>8</sup> The chronology of several archives and the length of the careers of several traders have been studied by G. Kryszat in his still unpublished dissertation *Studien und Materialien zur Chronologie der Kaufmannsarchive aus der Schicht II des Kārum Kaniš* (defended in Münster in 1995). I am grateful to Dr. Kryszat for making the manuscript of his dissertation available to me.

Enlil-bani worked in Kanesh for at least fifteen years, Alahum and Pushuken for at least twenty years, Imdilum at least twenty-five years, and Elamma, whose archive was excavated in 1991, for more than thirty years. Several traders hence will have been at least fifty years old before they died in Kanesh or returned home.

### 1. Adoption

While there are a few Anatolian deeds of adoption<sup>9</sup> and there are references to adoption in some Assyrian texts, thusfar not a single Assyrian adoption contract has been found in the archives in Kanesh. Such contracts, which must have existed, presumably were kept in the family archives in Assur, which remain to be excavated. Fortunately, we have one such document, though perhaps one or two generations younger than the bulk of the "Kültepe texts", which comes from Assyria but turned up on the antiques market and in due time was donated to the Allard Pierson Museum in Amsterdam. For our purpose I only present its essentials and refer the reader to the full publication.<sup>10</sup> An Assyrian couple manumits and apparently adopts (the verbal description of adoption is missing, but the opening sentence states that the manumitted boy (now) "is the son of P.") a slave boy (*suhārum*), who now has to support and respect them as long as they live. After their death he will acquire (*laqā'um*) a field (of ca. 6,5 ha) and one ox. Both parties will be punished if they deny or breach the contract, the father gets a heavy fine, the son will be sold (again) into slavery. The probably childless couple (no other child is mentioned nor is the subsequent birth of a natural son considered)<sup>11</sup> through this legal act acquires a child with the obligations and duties of a son. The support and respect demanded must have been the condition for acquiring or inheriting the property, even though the formulation is not conditional (by means of *šumma*, "if") and the clause of acquiring the inheritance is not even logically (by means of an eclitic

<sup>9</sup> *EL* nos. 7 and 8.

<sup>10</sup> See K. R. Veenhof, "A deed of Manumission and Adoption from the Later Old Assyrian Period", in: *Zikir Šumim* 359-381.

<sup>11</sup> As was the case in the Middle Assyrian deed of adoption *KAJ* 7 rev.

*-ma*, "and then/so", after the verb *ippuš*) connected to the one mentioning the son's duties.<sup>12</sup>

The contract reveals its Assyrian character by the use of the verb *wabālum* in the iterative or I/3 stem (instead of *našūm* in the same stem, current in Babylonia) for "to support, to sustain", a "northern feature", also attested in Middle Assyrian deeds, in Alalach (level IV, 15th century B.C.)<sup>13</sup> and in Emar. It combines this verb with *palāhūm*, "to fear, respect", used all over Mesopotamia (also in Babylonia, Susa, Nuzi, and Emar) in such contexts.<sup>14</sup> *Wabālum* I/3 refers primarily to material support and physical care,<sup>15</sup> while *palāhūm*, basically "to fear", has a broader connotation both "respect, obedience" and the action this implies, "to serve, to work for". This broad meaning clearly applies when it is the only verb used to describe the duties of a child or servant vis-à-vis its parent or master, as in the Middle Babylonian contract BE 14 40:11ff. and in many contracts from Emar.

While *wabālum/našūm* I/3 is factual and does not necessarily imply subordination, *palāhūm* usually does. It is used for the care and cult of the family gods and the dead ancestors (both in Nuzi and in Emar, in contracts of adoption and inheritance)<sup>16</sup> and designates the proper attitude towards an older person with authority, of sons vis-à-vis their

<sup>12</sup> See for *šumma* in such clauses *AIT* no.16:13ff. and *CT* 2, 35 (= *VAB* 5, 13A):9ff., and for a connecting *-ma* *CT* 6, 26a:15ff. In contracts from Emar the condition is expressed by a *šumma* clause or by a clause introduced by *kīme* (*ipallabī*), "when (he shows respect)", see *AulOrS* 1 no. 5:18f. and *Emar* 6.3 nos. 69:7, 93:6, 112:9. In no.181:10f. a special clause is inserted: "whoever does not support..."; no syntactical connection in 177:20f.

<sup>13</sup> *AIT* no.16:5,14,19. The verb occurs also in the Amarna Letter *EA* no.161, from Amurru, lines 27f.: "H. will come to meet me and take care of me like a father and a mother" (*uttanabbal(an)ni kīma ummi kīma abi*).

<sup>14</sup> See *Zikir šumim* 376ff.

<sup>15</sup> *AHw* 1452b, s.v. II, 1, c, also refers to *ZA* 66, 212: 24 (Wilcke's edition of the MAss. last will *KAJ* 9), but here the widow is subject of the verb (parallel to *ka'ulum*, "to hold, keep, sustain"), which should have the meaning "to manage, take care of (property)", meaning 2 of *AHw* ("verwalten").

<sup>16</sup> See for Nuzi *SCCNH* 1 (1981) 386 no.6: 31 ("whoever among my daughters holds my fields and houses [and] lives in my house shall revere my gods and the spirits [of] my [ancestors]"); see in general K. Deller, *ibidem*, 73ff. See for Emar *AulOrS* 1 75: 16' (other texts use *nabūm* / *nubbūm*, "to invoke", cf. *RA* 77, 13ff. no.1:8 and no.2:11f. and *AulOr* 5, 1987, 233 no.13:6f., or *kunnūm*, *ibidem* 238 no.16:26f.). See also the reference in footnote 32.

mother (*CT* 8 34b:17ff.), of relatives (brothers, nephews) towards a lady as whose heirs they hope to qualify (*CT* 4 1b:19ff.). But it is also used to describe the relation between partners in a marriage (Middle Assyrian, *KAJ* 7:12f. and *TIM* 4 45:7ff.). *Wabālum* I/3, however, is also used in a situations of inequality, to define the duties of younger persons, occasionally also clearly of lower status. Hence there is a factual overlap between the two, and we may consider them synonyms, as also the rather neat distribution of both verbs over two different scribal traditions at Emar shows (see below 1.2). Moreover, the semantic field of "support, care, respect" is fairly broad, as occasional alternatives or variants in Old Babylonian deeds show: *kubbutum*, "to honour"; *libbam tubbum*, "to give pleasure, to satisfy"; *rāmum*, "to love"; *ina pīm šemūm*, "to obey".<sup>17</sup> Therefore, when in our text both verbs are used, rather than stressing the difference between them a synthetic meaning, almost a hendiadys is called for, "to support with due respect".

The childless couple in our Old Assyrian contract by adopting a slave and offering him the prospect of becoming their heir secured his care and service during their old age. But the duties of a child did not stop at the death of its parents. They also included the duty of mourning (*bakūm*, *bikītum*) and burying (*qebērum*, *quburum*) them and of performing the customary funerary rites after their burial (*kispum*, "funerary offerings"; *zakārum*, "to name, invoke"; *paqādum*, "to care for, sustain"; *mē naqūm*, "to libate water"), such as also a father would perform for his dead son.<sup>18</sup> As an Old Babylonian contract from Susa (*MDP* 23 285: 14-16) states, the daughter adopted as heir "shall provide me with food as long as I am alive and perform the funeral rites (*kispa takassap*) when I am dead". Mourning and burial are not mentioned in the extant Old Babylonian adoption contracts, but they certainly were in the mind of the adoptive parents, as the writer of *AbB* 9 228:24-28 shows: "And I raised one young boy, thinking: He may grow up so that he can bury me (*ana gebēria lirbia*)"; but now he is forced to sell him due to an uncompromising creditor. Mourning and burial are frequently mentioned in deeds

<sup>17</sup> See also the observations by J. C. Greenfield in *AfO Beiheft* 19 (*CRRAI* 28, Wien 1982) 309ff., who stresses more the practical side of sustaining, serving, looking after the needs of.

<sup>18</sup> See W.H. van Soldt, *AbB* 13,21:5ff., for a son presumed dead (note the use of the iterative stem of *kasāpum*).

of adoption from Nuzi,<sup>19</sup> while a rare Middle Babylonian deed of adoption (of a girl) is the only one to stipulate the duty of "libating water for her (her mother) when she dies" (*BE* 14 40:13ff.).

While we have no Old Assyrian deeds of adoption to prove this, there are a few references in texts dealing with complications in connection with the division of an inheritance, which mention expenses made for the tomb/burial (*quburum*) and the mourning (*bikitum*). The archive of the trader Elamma, excavated in 1991 and assigned to me for publication, contains records dealing with the death and inheritance of the lady Ishtar-lamassi, first married to an Assyrian and subsequently to the Anatolian Lulu. Having assigned, on her deathbed, in the presence of her sister and other witnesses, amounts of silver to her sons, their shares subsequently have to be reduced by 27 shekels of silver, to be refunded to her Anatolian husband, who had paid for the costs of the mourning and burial. The sons seem to have been grown up and thus must have been the children of Ishtar-lamassi's first and Assyrian husband, who had died long ago (one record states that she had been married to her second husband for ten years). That the second husband (with whom she appears not to have had children) is refunded the costs of mourning and burying her at the expense of the shares of her sons, shows that this was typically the duty of the children. But the situation with a second, Anatolian husband, is complicated and it seems wise to wait for more evidence before drawing too firm conclusions from this interesting file.<sup>20</sup>

The excavations of *kārum* Kanesh have revealed that it was customary to bury the dead under the floors of the houses. This arrangement made it quite natural to combine the ownership of a house with the care for the burial and funerary rites of the dead parents.<sup>21</sup> The excavations

<sup>19</sup> See for examples *CAD* B 37,3,a, and Q 202,a.

<sup>20</sup> It comprises in the main the texts *kt* 91/k 369, 413, 423, 425, 441, and 453. Also some texts from the archive *kt* m/k contain references to the payment of considerable expenses incurred for the burial or tomb (*quburum*) of a father, again in the context of a fight about the division of the inheritance (courtesy K. Hecker).

<sup>21</sup> We have no Old Assyrian references to the *kispum* ceremony, but it seems very likely that Old Assyrian customs in this respect were not much different from those in Babylonia or Mari. Respect for the (spirits of the) dead (*etemmu*) anyhow is well attested. Note the passage *KTK* 18:7ff. *urram abium mamman kaspam I šiqil iddanniātima bēt abini u etemmu ukāl*, "tomorrow, will any outsider give me even one single shekel of silver so that I can sustain our paternal home and the spirits of the

have also revealed that it was customary to adorn the persons buried with jewelry and pieces of precious metal,<sup>22</sup> and together with the costs of making a cist grave, of the grave goods added, and of the funerary rites accompanying a burial this must have added up to considerable expenses. It does not surprise that such costs were taken into account when the inheritance of the person buried was divided and that the heir who became the new owner of the house had to assume special responsibilities in this respect, even more if it was customary to bury husband and wife in the same house. Unfortunately, the archaeological record, also in the absence of written material in the tombs, is not helpful in identifying the persons buried. When owners of houses and archives can be identified and analysis of skeletal remains offers some insight into the gender and age of the persons buried, tentative correlations perhaps can be made in support of these suggestions.

## 2. *Excursus: palāhum, wabālum and the care of the elderly in Emar*<sup>23</sup>

Both verbs occur frequently in the new family law documents from Emar, but unlike their use in Assyria, *palāhum* (more than 30 times) and *wabālum* I/3 (a dozen times) never occur together in one and the same

dead?"'. The importance of the spirits of the ancestors is also borne out by the occurrence of an oath "by Aššur, Amurru and the spirits of my ancestors" (*etammū ša abbē<sup>2</sup>a*) by a father whose son accuses him of cheating (kt 91/k 139:26f.). See also *BIN* 4, 96:19f. and 6, 59:8f. (quoted in H. Hirsch, *Untersuchungen zur altassyrischen Religion* (=AfO Beiheft 13/4, Osnabrück 1972) 71 sub IIIA), and *AKT* 1,14:12f.: *ilum lū idē u etammū lū idī<sup>2</sup>ū*.

<sup>22</sup> See Tahsin Özgür, *Kültepe-Kanis. New Researches at the Trading Center of the Ancient Near East* (Ankara 1986) 23ff., who notes that "much of the jewelry came from the burials of women." The single Old Assyrian grave discovered during the excavations of Assur (grave 20) contained a rich variety of golden objects, four diadems ("apparently produced as funerary ornaments on the occasion of the burial"), a variety of beads, earrings and other rings; see now P.O. Harper a.o., *Discoveries at Ashur on the Tigris. Assyrian Origins. Antiquities in the Vorderasiatisches Museum, Berlin* (Metropolitan Museum of Art, New York 1995) 44f. Textual evidence for such expenses may be derived from a statement by a woman in an unpublished Old Assyrian letter to her husband(?), where she reproaches him for not sending her silver from Kanesh, kt a/k 478:10: "Don't you hear that there is famine in the City? When I die from hunger you will bury me with silver!" (*inūmi ina bubūtim amūtu<sup>13</sup> ina kaspim taqabbiranni*).

<sup>23</sup> In what follows E. is an abbreviation for D. Arnaud *Emar* 6.3, and A. for Idem, *AuOrS* 1.

contract. Since we know that these texts from Emar originate from two different scribal schools or traditions, designated as "Syrian" (or "Syro-Mesopotamian") and "Syro-Hittite" respectively,<sup>24</sup> the choice of verb could reflect this distinction. And in fact *all* occurrences of *palāhum* are in documents of the "Syro-Hittite" type (E. nos. 5, 16, 30-32, 69, 86, 93, 112, 117, 177, 201, 213; A. nos. 28, 39-42, 45-6, 71-75, 78; *AulOr* 5 234f. no. 14; *SMEA* 30 207ff., nos. 7-9; *Iraq* 54 87 no. 1). The occurrences of *wabālum* I/3, on the other hand, are almost all in texts of the "Syrian" type (E. nos. 15, 156, 176; A. nos. 48, 50, 69; *RA* 77 11f. no. 1; *Iraq* 54 93f. no. 2, 103f. no. 6; *AulOr* 5 235f. no. 15; *ASJ* 16, 231f.).

There are only two exceptions to this pattern: A. no. 77 and E. no. 181, both of the "Syro-Hittite" type, use *wabālum* I/3. In the former a widow stipulates that her sister U. shall support her as long as she lives (*adi balṭāku ittanabbalanni*), while making her son and daughter U.'s children. The latter is a man's last will by means of which he divides his property among his three sons, stipulating that they have to support Mrs. A., whom he designates as "their father-and-mother" (A. *abašunu u ummašunu littanabba!*), to all appearances his wife and future widow who after his death will take the position of *paterfamilias*.<sup>25</sup>

This pattern of distribution, notwithstanding the two exceptions, strongly suggests that the verbs are synonyms used in different scribal traditions and this is confirmed by the new texts published in *TVE*.<sup>26</sup> This is also suggested by the evidence from Nuzi, where *palāhum* is frequent<sup>27</sup> and *wabālum* is not used. This conclusion becomes fully ac-

<sup>24</sup> See for the evidence *AulOrS* 1, 9f. and C. Wilcke, "AH, die 'Brüder' von Emar. Untersuchungen zur Schreibtradition am Euphratnkie", *AulOr* 10 (1992) 115-150.

<sup>25</sup> The appointment of a woman (usually the testator's wife, but occasionally also his daughter) as "father-and-mother of the house", explicitly recorded in several contracts, is only implied here.

<sup>26</sup> In *TVE* *wabālum* I/3 occurs in nos. 15, 28, 30, 37, and 94 (= *AulOr* 5, 237f. no. 16), all of Syrian type, while *palāhum* occurs in nos. 6, 10, 13, 25, 26, 63, 66, 85, and 88, all of Syro-Hittite type (the restoration of *palāhum* in no. 87, of Syrian type, hence must be wrong). Note I/3 form of *palāhum* in no. 85:23, *ittanapallahši*, instead of *iptanallahši*, patterned after the I/3 of *wabālum*. A limited measure of "overlap" of scribal traditions cannot be excluded with scribes working in one and the same town. Wilcke (see footnote 24) 125 already pointed out that there probably are examples of two generations of scribes, father and son, belonging to different "schools".

<sup>27</sup> See for the evidence S. Stohlman, *Real Adoption at Nuzi* (Dissertation Brandeis Univ. 1971, Univ. Microfilms 72-18.000), ch. II; J. Breneman, *Nuzi Marriage Tablets*

ceptable if the legal and social context in which both verbs are used proves to be similar or identical.

### 2.1. *wabālum*, "to support"

The use of *wabālum* to describe the duty of natural children<sup>28</sup> towards their mother is attested in E. 15, 156, 181, A. 50, *Iraq* 54 no. 6, and *AulOr* 5 no. 15. In three of these texts (E. 15, A. 50, *Iraq* 54 no. 6) the mother (to become widow) had been made "father-and-mother of the house" (cf. *ASJ* 16 231f., where she is made "father" only). In E. 176, where the eldest son is designated as heir, a daughter has "to support" her mother, but she is allowed to present a slave-girl as substitute to perform this duty. In A. 69 the widow and her daughter will share the house with the second son and the daughter has "to support" her mother on penalty of loosing her personal ornaments. In *ASJ* 16 231ff. (a last will) it is the duty of a man's (natural?) son vis-à-vis his father's wife, who is made "his father" while he becomes her son.

In A. 48 the obligation is imposed on a son adopted by a widow, an adoption which secures her care during old age and at the same time is a reward (it includes the possession of the house and the house gods) for the person adopted, who had already "supported" the lady during a period of emergency. In A. 77, as mentioned above, a man adopts his younger sister for this purpose, while making her "mother" of his children. Finally, in *RA* 77 11f. no. 1, a daughter made "woman-and-man" (hence full heir, with the obligation of taking care of the cult of the house gods and the ancestors), will be "supported" by her father's three sons, perhaps grandsons, since she is designated as their mother (or is she made their mother by means of this contract?).

In *TVE*, in texts of the Syrian type, the duty of support rests on natural sons (37) and daughters (15:14; in both cases towards their mother),

(Dissertation Brandeis Univ. 1971, UM 71-30.118) ch.vii; and J.S. Paradise, *Nuzi Inheritance Practices* (Dissertation Brandeis Univ. 1972, UM 72-25.644) 32, comment on line 11.

<sup>28</sup> It is not always easy to distinguish natural and adopted children. I assume that children are natural if they are simply referred to as "my son/daughter" without mention of adoption and if there is no final clause which considers the possibility of terminating the relationship (by means of the statement "you are not my son/father", etc.). Occasionally "children" could also mean grandchildren.

and on a natural and/or adopted son (28 and 30; towards their parents). In nos. 30:26ff. and 37:26ff. actual support is a condition for inheriting.

According to some texts the duty of "support" may devolve on other members of the family or relatives, not mentioned by name, when those normally responsible for it are not available or have failed to do what they should. In *Iraq* 54 no. 2 a man and his family have left (the city) and his property will fall to any surviving relative (*ina nišēia*) who turns up, but if his wife and daughter are still alive (and return?) they will enjoy its usufruct (*akālum*) and "whoever supports them" (*ša ittanabbalšunu*) will receive their possessions. In A. 50 the widow, made "father-and-mother" and head of the household (*kīma qaqqadia ana bītia aškunši*), if her children fail to live up to their duty will give her property "to whoever among the descendants of my (=her husband's) father will support her" (*ina NUMUN.MEŠ abia ašar ittanabbalši*), and the same provision is found in *TVE* no. 15:27ff. In A. 69, similarly, the mother and widow will give her possessions to the one among her sons who supports her (*ina libbi māriši! ša ittanabbaluši*). These clauses show that the prospect of inheriting was used as a means of securing support from a potential heir, as was the case in some Old Babylonian contracts (e.g. *CT* 4 1b).

## 2.2. *palāhum*, "to serve"

The duty of *palāhum*, according to the contracts from Emar, may rest on both natural and adopted children, slaves, and indebted persons which have entered the household of a *paterfamilias*. Natural sons and daughters have to "respect and serve" both parents in A. 28, and their (widowed) mother in E. 93, A. 41 and in E. 112, A. 45, 71 and *SMEA* 30 207f. no. 8, where the husband makes his wife "father-and-mother of the house". Adopted sons have this duty towards their mother in E. 5a (1-10), E. 69, A. 75 (the subject of line 1' is singular), and *AulOr* 5 no. 14; in the last three cases the adopted son also marries his mother's daughter. In A. 74 a daughter appointed as "son" by her father adopts a son who has to "serve" his mother. Adopted sons contractually obliged to "serve" their father occur in E. 5b (11-16), 30, *Iraq* 54 no. 1, and also in A. 72, 73 and 78, where the adoptee married his father's daughter (in the last case after having paid his father's debts, as did the adoptee for his mother in A. 74). In E. 32 adoptive daughters have to serve their

mother, and in E. 31 their eldest sister, made "father-and-mother" by her father.

*Palāhum* used to describe the obligation of slaves is rare. In E. 177:20ff. (beginning damaged) a man stipulates that the son of his slave-girl shall serve his wife. In the second part of A. 41 (lines 30ff.) a man gives his slave as son (*ana marutti...attadinšu*) to his wife and eldest son to "serve" them as long as they live. Both slaves, after their death of their master, will gain their freedom, hence their status and "service" were different from those to be rendered by ordinary slaves and on a par with that of adopted children towards their adoptive parents.

There are a number of contracts involving persons who because of unpaid debts have been forced to enter their creditor's household for perhaps antichrethic debt service (the creditor designates them as "my man/retainer", *awilutti*). The creditor by contract cancels his debt (*hulluqum*), several times adopts him as son and makes him to marry his daughter (without the usual payment of a *terhatum*), and stipulates that he shall henceforth "serve" his master/father (and the latter's wife) until their death. Having faithfully served he is allowed to leave the household after the death of his master/father, with his family and to go "where he wishes". Although several times adopted as sons, they do not qualify as heirs and the inheritance seems to be reserved for the natural sons of the former creditor. The best examples of this arrangement are A. 39 (the sons of the creditor are mentioned in the broken line 25') and A. 40. In E. 16 and 117 no adoption is recorded, nor is the wife of the retainer (which his master gives him in E. 16, but which he had already married before entering his creditor's household in E. 117) identified as the daughter of the creditor. Comparable is A. 74, where a daughter, made his son by her father, left behind after the death of her brothers "without son or (somebody else) who will serve me" (DUMU.NITA NU.TUKU  $\dot{u}$  ša *ipallahanni jānu*, line 5), adopts a man in debts to "serve" her, but he is also made her heir.<sup>29</sup> Related is SMEA 30 210f. no. 9, where a man, also stating that "he has no son and heir [or (somebody else) who will serve

<sup>29</sup> In E. 211 I do not follow Arnaud who reads in line 1 *ana LÚ-ut-tú-šú ipuš*, "I made him my man", but prefer to read with Durand in his review *ana ma-ra-šu*, because the spelling and the expression would be abnormal and the person adopted becomes a prospective heir, which is not the case with the other retainers adopted.

me]”,<sup>30</sup> makes a man with his family “enter his house” in order to serve him and his mother; but we learn that the man had also paid his debts (20 shekels of silver and 20 measures of barley) and had sustained his two daughters during a year of famine

In four other contracts where a man adopts a son and marries him to his daughter to secure his service (A. 43, 46, 72, 75), Arnaud assumes a similar background of antichrethic service,<sup>31</sup> because the adoptee, if he wishes to terminate the relationship and leave his father's household has to pay a substantial fine (30 to 60 shekels of silver). There are, however, basic differences between the contracts of this group and the group explicitly dealing with indebted retainers. In the latter the retainer (who does not become a heir, even when he has been adopted), if he wishes to leave pays a fine which regularly amounts to the double of his original debt and loses his wife (given him by his father without payment) and children. In two texts of the former group both partners to the adoption agreement have to pay the same fine for terminating it and the adoptive son, with his wife, is regularly appointed as (co)heir. In A. 43 (where the scribe has mistakenly omitted a verbal form of *palājum* in line 6) and A. 72 both pay 60 shekels, in A. 43 the adoptee loses his wife (and children), but in A. 72 he is allowed to take her along if he still pays the *terhatum*, set at 30 shekels. In A. 46 the adoptive parents are fined 80 shekels, the adoptive son only 30 for no clear reason; in A. 75 (beginning broken) the adoptive son if he wishes to divorce (*muššurum*) his wife (the daughter of the widow who had adopted him) has to depart alone, is fined 60 shekels and loses his wife. In this group the fines imposed are basically penalties for breaking the contract, in the other group this penalty is added to and the equivalent of the original debt which again becomes due. It is understandable that, if the adoptive son wants to leave with his family, an amount is added to or included in the fine as payment for the wife acquired without paying a *terhatum*. He had obtained her “free” in exchange for the service he had agreed to render.<sup>32</sup> In

<sup>30</sup> From lines 17ff. we learn that this happened after his eldest(?) daughter whom he had given a particular status (text broken) and had made his heir, had left [him] and had not “served” him.

<sup>31</sup> *AulOrS* 1, 19.

<sup>32</sup> Compare the Middle Assyrian contract *VAS* 19 37, edited by J. N. Postgate, *Iraq* 41 (1979) 93f. (which he compares with the arrangement between Laban and Jacob in

*SMEA* 30 210f. no. 9, mentioned above, the person entering the household of the man he will serve (and whose debts he had paid) is compensated by receiving the latter's two daughters, apparently without further payment, as wives for his sons and by the fact that these married couples in due time will inherit the property (this must be the gist of the difficult and broken lines 13-16).

As for the texts of the Syro-Hittite type in *TVE*, in nos. 10:1-4 and 13:1-6 the absence of "anybody who will serve me" is the reason for adopting a son "in order to serve me (and to pay my creditors)". In nos. 25, 41, and 88(?), adopted sons married to the adoptant's daughters, will inherit "when (*kīmē*) they serve" their fathers/parents. The adoptive son, married to a slave-girl of the adoptant in no. 26, and (after his debts have been cancelled) to the adoptant's daughter in no. 63, if they have served their parents well in due time both will be free to leave with their wives and children. In no. 66 a manumitted slave (with his family), having served his master well will become a free member of the *marijannu* class, and in no. 85 whosoever has serve a *qadištu*, made heir by her father, will inherit from her. That "serving" (*palāhum*) is a condition for becoming a heir or free is also stipulated in nos. 10:5ff., 13:7ff., 25:6ff., and 26:7ff.

This short survey shows that there is a basic agreement between the use of *wabālum* I/3 in the "Syrian" texts and *palāhum* in the "Syro-Hittite" ones. The element of subordination, "respect", "service", probably inherent to the second verb, matches its use in contractual relations rooted in inequality and difference of status, especially that between a slave and his master or between a (former) debt servant and his creditor and/or adoptive father. Debts are cancelled in exchange for lifelong service, made attractive by a rise in status through adoption and a marriage to the master's or father's daughter. The verb *wabālum* is not attested in such relationships. We may also note that *wabālum* is more frequent in relations between parents and their natural children or other close relatives, while *palāhum* occurs more often in connection with adoption. Still, both verbs are used of adoptive children and in situations where

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Genesis 29), where the retainer (not adopted as son) binds himself to serve ten years in the household of a man, who gives him his daughter as wife, after which he is allowed to leave with his wife.

women (mothers, widows) are made "father-and-mother of the house" and the hierarchical relations hence must be similar. In Nuzi too *palāhūm* is frequent in situations where a woman is granted "fatherhood" (*ēpišat abuttim*). On the other hand, E. 213:11ff. uses *palāhūm* of the care and support expected from a widow's brothers-in-law, where subordination is unlikely. All in all these nuances and partly statistical differences are not sufficient to claim different meanings and to deny synonymity. After all, the Old Assyrian contract which uses both verbs and triggered this discussion deals with a manumitted and adopted slave boy, who is made heir, hence also a blend of subordination and equality.

### 2.3. Purpose: care in old age

In all these contracts, notwithstanding their variety, the main concern was to secure care in old age. This could be done by contractually binding (*rakāsum*) somebody to provide lifelong service (slaves and debt servants, who would earn their freedom at the death of their master or creditor), but perhaps even better by making such a person a full and free member of the household. By adoption and marriage and by granting such persons inheritance rights one could also make sure that the family would continue to exist and that the respect and care would continue after death. For the heir received the duty, usually connected with the possession of the principal house, to extend *palāhūm* to the family gods and the dead ancestors, as A. 75:12'ff. clearly state: "And if my daughter K. dies, A. my (adopted) son shall under no circumstances leave my house (*lū lā ussi*), because he has to care for my gods and my deads (ancestors)!".<sup>33</sup> Even the continued respect and support by natural children could be earned or secured in this way, by making the person to be cared for the main heir and the inheritance rights of the children dependent on their

<sup>33</sup> See also *TVE* 85:14, where a man's daughter, a *qadištu*, given male and female status and made his heir, has to serve (*palāhūm*) "my gods and my dead ancestors" (*ilānija u etemmēja*). See for the cult of domestic gods and ancestors at Emar, K. van der Toorn, in: K.R. Veenhof (ed.), *Houses and Households in Ancient Mesopotamia. Papers Read at the 40<sup>th</sup> Rencontre Assyriologique Internationale (Leiden 1993)* (Istanbul 1996) 74f. [and Wayne T. Pitard, "Care of the Dead at Emar", and Brian B. Schmidt, "The Gods and the Dead of the Domestic Cult at Emar", in: Mark W. Chavalas (ed.), *Emar: The History, Religion, and Culture of a Syrian Town in the Late Bronze Age* (Bethesda 1996) 123-140 and 141-163; new references in *TVE* 23:16ff. and 30:5ff., where the verb *nabbu'um* is used with "the gods and the dead" as object].

proper behaviour towards him. A. 69 (which uses *wabālum*) shows that a widow could give her personal possessions (*mimmēši!*) to the son who supported her (*ina libbi mārīši! ša ittanabbaši*, lines 32f.), as the (unmarried) *qadištu* could in *TVE* 85:22ff.

That service was the core and aim of the arrangement is also clear from E. 16:8-12, where the former debtor, even when he somehow manages to pay the remainder of his original debt,<sup>34</sup> is not allowed to stop "serving", and from the fact that his intention to terminate the agreement is not expressed by "I will leave you", but by "I will no longer serve you!" (line 18). Similarly, in *SMEA* 30 210f. no. 9:19f., the daughter who has left her father is simply said not to have served him. The considerations expressed in A. 74 and *SMEA* 30 no. 9 ("I have no son to serve me...."), quoted above, now also attested in *TVE* 10:1f., show that the basic concern of the person acting was to acquire a substitute for a son, who would naturally support and serve his parents until their death. The same concern is expressed in A. 78:2ff., where a father explains his decision to adopt a son by mentioning that his sons have left him(?) and have not served him, so that he now has nobody to serve him.<sup>35</sup> The widow speaking in E. 213:10ff. has an even more dramatic story to tell to argue for the necessity of marrying her only daughter and heir off to a husband who becomes his wife's co-heir: "And now, after my husband's death, I am poor (*muškēnāku*) and I have made debts (20 shekels of silver and 30 *parisu* of barley) and there is no one among my brothers-in-law who will care for me (*palāhūm*)". One can hardly expect a brother-in-law to act as servant of his brother's widow, but she obviously hoped he would support and help her, also by paying her debts, no

<sup>34</sup> When the contract was drawn up he had been acquitted 20 shekels of his debt of 41 shekels. If he wants to leave he has to pay 61 shekels, twice the amount acquitted plus the remainder of the debt. The line mentioning the payment of the remainder of the debt (10) is difficult: "if in the future silver becomes available to B as ransom? silver *ana B i-pa-a-da-šu*; see the remarks by Durand, *RA* 83, 174) to be given (or: he shall give it) to his creditor, after (having paid) the silver, B. shall (continue to) serve them as long as they live."

<sup>35</sup> The verbal form at the end of line 2 is read tentatively *um-hīr-ru-ni-ni* by Arnaud ("m'ont affronté"); I would rather expect a form *umtešširuninni*, "they have left me", also used in *SMEA* 30 no. 9:19. A different verb to describe the estrangement is used in E. 201:29, with prepositional *ultu pānia* (see for an attempt Durand *RA* 84, 84), perhaps *nazāmūm* praet. I/3 or simply *wašūm*?

doubt in exchange for a title to her house, which she assigns to her son-in-law. By contract and in-marriage of her son-in-law she tries to secure the care and support to which a parent is entitled from his children. Failure to do so is a breach of contract and amounts to cutting the bond with the family. The culprit hence forfeits his status of (adopted) child and heir and is forced to leave the house and he has "to place his garment on the stool and goes where he wishes".<sup>36</sup> His behaviour is shameful and deserves public denunciation: the widowed wife, made "father-and-mother of the house" by her husband in *Iraq* 54 103 no. 6:15f., in that case has to "strike his cheek and to throw him into the street" (*lettašu lū tamhaš ana sūqī lū taşlišu*). The same humiliating disinheritance is in store for the son of the testator in *ASJ* 16 231f., should he repudiate his mother, who had been made "father" in his father's last will: "she must strike his cheek and drive him out of the door" (*lētašu lū tamhašma u ina bābi lū tukaššidaššu*).<sup>37</sup>

### 3. Inheritance

Care for the elderly could also be secured by means of a disposition or last will, *šimtum* in Assyrian (usually in the expression *šimtam šiāmum* or *šimti bētim šiāmum*), by means of which a person fixed the division of the property he would leave behind. Such last wills, unknown from Babylonia but well attested in Assyria (also during the Middle Assyrian period) and in peripheral areas (Susa, Nuzi, Emar, Alalah, and Ugarit),<sup>38</sup> could serve two purposes.<sup>39</sup> They could assign (additional) property to those members of the family that might not receive a (sufficient) share in the inheritance if the division were to take place among the heirs following legal custom, *ab intestato*. And they could impose special

<sup>36</sup> Passim in texts from Emar, e.g. A. 42: *ana bītia gabbi mimmmūia ul irašši šubāt-šī! ina litti liškunma ašar libbišī! lillik*, but also used in Ugarit, cf. *CAD* L s.v. *littu* B, a.

<sup>37</sup> See for this contract and for the meaning and legal implications of this treatment now Martha Roth, "Mesopotamian Legal Tradition", *Chicago-Kent Law Review* 71 (1995) 13-39, esp. 32ff., where the occurrence in *Iraq* 54 103 no.6 can be added. See now also *TVE* 15:22ff., for the same treatment of two daughters who fail to support (*wabālum, l/3*) their mother.

<sup>38</sup> See for references *CAD* Š/1, 363, 3,b (add Ugarit: *Ugaritica* V, 10 no. 7 = RS 17.36:3) and Š/3, 18, 4,a (the reference cited as 4,b also refers to a last will).

<sup>39</sup> Von Soden, "Ein altassyrisches Testament", *WO* 8 (1976) 211, argued that making a last will was not necessary when the testator did not wish to favour a particular heir.

obligations (conditions) on (some of) the heirs, such as taking care of the surviving parent. The head of the household hence might use a last will to secure the future of his wife who was to survive him, if by custom she would not count as heir.

### 3.1. Marriage contracts and last wills

Contracts recording the itemized division of an inheritance among heirs, well known from Babylonia and our main source for the reconstruction of the law of succession there,<sup>40</sup> are not known from ancient Assyria. This makes it difficult to know what the legal custom was and which elements in last wills hence were meant to adapt or go beyond it. In general we note that in the Old Assyrian commercial society women enjoyed more freedom and more independence, also in economic respect. They owned private property, derived i.a. from the sale of textiles which they produced, we see them taking out and extending loans, and buying and selling slaves in their own name. Marriage contracts indicate that wife and husband to a large extent enjoyed equal rights. While, traditionally, only the husband figured as subject of the verb "to marry" (*ahāzum*), a married wife too had the possibility of successfully instituting a divorce. Both in marriage contracts which consider a possible divorce and in actual divorce records fines and payments are the same for husband and wife.<sup>41</sup> The wife normally seems to receive a divorce settlement (*ēzibum*) and does not forfeit her possessions. And there even exists a last will of a woman, the widow of an Assyrian husband subsequently married to an Anatolian (kt 91/k 453). Moreover, a long record from the same archive lists the property (valuable objects, silver, debt claims, textiles, slaves and slave-girls) left behind (*ezābum*) in Kanesh by Lamassatum, widow of the trader Elamma. These possessions have to be "brought to the City (of Assur), where my daughter, the priestess, and my sons will act in accordance with the dispositions made for them".<sup>42</sup> The reference to *šimātum*, "dispositions", implies that the lady in question had made her last will, which this record seems to quote when speaking in the first

<sup>40</sup> See for Babylonia, Kraus SD 94ff., § 2, and for local variation § 5 (note that a double share for the eldest son is also attested at Eshnunna, see *Tim* 4, 50:6ff.).

<sup>41</sup> See now R. Rems, "Eine Kleinigkeit zum altassyrischen Eherecht", *WZKM* 86 (Festschrift für Hans Hirsch, Wien 1996) 355-367.

<sup>42</sup> Kt 91/k 421: 32ff: *ana ālim<sup>ki</sup> ubbulūma ammala šimātišunu eppuš[ū]*.

person singular of "silver under my seals" (line 3), (which) "I gave" (line 19), and "my daughter and my sons" (lines 36f.), even though the essential statement, "she left behind" (line 28) uses the third person. We do not know whether Lamassatum had also inherited some of her property from her husband who had died a few years earlier, because we lack the last will of Elamma and *kt 91/k 421* does not mention property inherited from him (*warkat Elamma*). We have a contract concerning the division of some property of Elamma between his four children, but Lamassatum does not figure in it. It reflects a later stage in the division of Elamma's inheritance, when two heirs yield their share in a debt claim in silver in exchange for the ownership of a (the?) house in Assur. Lamassatum, who seems to have stayed in Kanesh (presumably living in Elamma's house there), need not have been involved, if by then she was still alive. Anyhow, these data do not allow us to answer the question whether an Old Assyrian wife (widow) by custom would inherit part of her husband's property.

### 3.2. Women's rights

In Babylonia, according to the Laws of Hammurabi (§ 171f.), a widow with grown-up children had the right to continue to reside in her husband's house, sustained by her sons, while enjoying the usufruct of her dowry. If her husband had not made her a gift, she was entitled to one share in her husband's property. A young widow with little children (*CH* § 177), even if she remarried, following a decision of the judges could keep the usufruct of her husband's estate, to raise the children, who in due time would inherit his estate.<sup>43</sup>

In ancient Assyria the absence of regular divisions of inheritance in combination with the frequent references to "last wills" seems to indicate that disposition by last will was the normal procedure. That a trader had died "without having made his disposition", as a letter reports,<sup>44</sup> indicates that that was unusual. Several judicial documents dealing with the

<sup>43</sup> See Kraus SD 9 § 6. In the unpublished Old Babylonian record BM 96956 the shares of three young children are specified (as *CH* § 177 prescribes), and the mother/widow herself receives one cow and amounts of barley and emmer wheat. More than fifty years later, apparently after the death of the mother, the house is divided among the children (BM 96990).

<sup>44</sup> *BIN* 6, 2:3-5: *Elali mēt šimtušu ulā išim*, "Elali is dead, he did no make his disposition".

division of an inheritance refer to a "last will" which we do not know,<sup>45</sup> a few times said "to be in Assur". Such last wills were of great value and were treated accordingly.<sup>46</sup> They seem to have been at the basis of various judicial proceedings<sup>47</sup> and we also have several narrative reports on how persons made final decisions (without the term *šimtum* being used) "on their deathbed/ before their death".<sup>48</sup> Moreover, what interest us here, there is good evidence that such last wills were also used as a means of taking care of women, in particular the widow and the daughter who as a priestess remained unmarried, as the following texts reveal.

In the last will known as "*Tablette Thierry*"<sup>49</sup> the family relations are complicated. I prefer Wilcke's reconstruction according to which the testator's father had married twice (not uncommon among Old Assyrian traders) and the lady Šat-Adad, mentioned first in the will, is the testa-

<sup>45</sup> E.g. *TCL* 14, 21:11: the heirs (and creditors?) of Šu-Nunu "shall divide (his estate) in accordance with the dispositions made for them" (*ammala šimatišunu izuzzū*). It is possible that, if a last will did not exist, judges or arbitrators were called in to carry out a fair division. In *EL* no. 244, dealing with the inheritance of Pushuken, we read that "the five men committee has made a disposition for us (for two sons of Pushuken) behind the temple of Assur"; but it is also possible that the *šimtum* mentioned here was a specific decision meant to resolve a conflict which had arisen notwithstanding the fact that Pushuken had made a last will.

<sup>46</sup> Cf. W.C. Gwaltney, *The Pennsylvania Old Assyrian Texts* (Cincinnati 1983) no.19:28-35: "The tablet with the last will of A. is in Hurrama with Š., son of E. Write that one brings that tablet to you, but wrap the tablet in reed (*tuppam ina qanu'ē lawwiā*) and be kind enough to entrust it to a reliable trader to bring it to me."

<sup>47</sup> E.g. in *EL* no. 9 (*KTK* 103) and in kt m/k 69 reverse (readable from the photo published in B. Hrouda (ed.), *Der Alte Orient. Geschichte und Kultur des Alten Vorderasiens*, Gütersloh [1991] 87) lines 30' (*šimāt abini ina ālim*). Here a conflict between two brothers will be resolved by negotiations on the basis of their father's last will in Assur (lines 14'ff. "let us listen to our father's last will and then negotiate in the City in accordance with his last will", *šimāt abini lū nišmema ammala šimāt abini ina ālim lū nētuwu*).

<sup>48</sup> *TCL* 19, 76:5ff. reports that a trader "on his deathbed" (*ina bāb muātišu*) gave 30 minas of silver to a friend to hand it over, in due time, to his sons, without the knowledge of his principals; *CCT* 5, 9b:16ff. tells us how a trader "on his deathbed" talked about the contents of his storeroom and handed over his cylinder seal to a friend; and kt 91/k 423 reports how a lady "on her deathbed" (*ina bāb mu-mi-tim*), in the presence of witnesses, opened her strongbox and divided the silver it contained among her children, a division which agrees with part of her last will, kt 91/k 453, which may have been written some what earlier.

<sup>49</sup> P. Garelli, *RA* 60 (1966) 131-8, with C. Wilcke, "Assyrische Testamente", *ZA* 66 (1976) 204-8.

tor's half-sister (from a different mother).<sup>50</sup> The testator, Adad-bāni, apparently unmarried and hence without sons and heirs, gives his half-sister the house in Kanesh, which he may have inherited from his father and which she may have to share with his brothers and full sisters.<sup>51</sup> In addition, her brothers will put out at interest from the testator's assets 5 minas of silver for the benefit of Šat-Adad and her mother ("the will eat it, have its usufruct", line 29). Moreover, "the ladies" will receive two shares of all the testator leaves behind. Finally (lines 43ff., broken) the brothers will give her (Šat-Adad) something else, and she will be the owner of a slave-girl.

The main concern of the testator apparently is to take care of his half-sister and her mother (his step-mother) who seem to live together. Both get a full share, on a par with her brothers, a substantial annual allowance (90 shekels of silver annually according to the current rate of interest of 30% a year) plus a house and a slave-girl. We note that the testator's assets include property which had accrued to him as inheritance (*warkatum*) of "our mother" (line 13f., i.e. his father's first wife, the mother of his brothers and their (half-)sisters), which may imply that earlier on she had inherited property from his late father, presumably by means of the latter's last will in which he may have secured her material well-being. What his own half-sister and her mother receive from him (the house, silver, bronze objects, furniture, slaves) in due time will be left behind (*warkat awilātim*, line 38f.) to his brothers, who are made responsible for the payment of certain debts (lines 50ff.).

In *ICK 1, 12*, analysed by von Soden,<sup>52</sup> the testator's first concern is for his daughter Ahatum, who is a *gubabtu*-priestess<sup>53</sup> and hence had to stay unmarried and live independently. She receives a number of itemized records with considerable debt claims in tin, copper and silver, one

<sup>50</sup> Garelli makes her the testator's wife, and "her brothers" would figure as heirs because the couple (due to the early death of the testator?) apparently was still childless.

<sup>51</sup> The clauses which follow, partly broken, are not clear. I doubt whether *ú-ša-ba* in line 8 is to be read *uššaba*, "he shall satisfy"; perhaps we have to read in 7f.: *is[éniš] uššabā*, "they will (continue to) live together", cf. the clause in *EL* no. 7:7f.).

<sup>52</sup> Von Soden (footnote 37) 212ff., cf. Wilcke (footnote 46) 202f.

<sup>53</sup> It is the Assyrian equivalent of the Sumerogram *NIN.DINGIR*. Many prominent traders had daughters which served as *gubabtu*-priestesses, which did not prevent them from being actively engaged in the family business.

single share in the testator's remaining assets (consisting of debt claims in Anatolia and in Assur), an annual allowance of 6 minas of copper from each of her two brothers, in addition to "breast pieces" as offering gifts. His wife, Lamassi, receives [the house] in Kanesh and a tablet with a debt claim of 1 1/2 mina of silver, which may have just allowed her to live her own life.

In the damaged tablet *BIN 6*, 222 Amur-Ishtar grants his wife, also called Lamassi and designated as *qadišum*, "hierodule", "his house in Kanesh, together with the slave-girls and all the [.....]". The text also says something about the duties of the sons and we can still read: "and she will chase out of the house that one among my sons who does not [.....]", a clause which aims at enforcing respect for and care of their mother by a heavy sanction. Finally the text stipulates what will happen with Lamassi's property after her death (lines 11'f.: *warkat L.*).

In *91/k 453*, the last will of the lady Ishtar-lamassi, widow of an Assyrian, mentioned above, her daughter who is a *gubabtu*-priestess receives a share (silver and gold and her cylinder seal) alongside her brothers.

### 3.3. *Kt 91/k 389, an inheritance division*

A final example of care of the elderly in the framework hereditary arrangements is *kt 91/k 389*, in which two sons divide their father's estate, but where no mention is made of his last will. This contract, according to the text on the unopened envelope, reads as follows:

KIŠIB <i>Ni-mar-Ištar</i> DUMU <i>Ba-la</i>	1	Seal of Nimar-Ištar, son of Bala.
seal A		seal A
KIŠIB <i>En-um-A-šur</i> DUMU		Seal of Ennum-Aššur, son of
<i>I-dí-Sú-in</i> KIŠIB <i>En-um-A-šur</i>		Idi-Suen. Seal of Ennum-Aššur
DUMU <i>E-lá-ma</i>		son of Elamma.
seal B		seal B
[ <i>I-dí-Išta</i> ]r <i>ù d</i> NIN.ŠUBUR- <i>ba-ni</i>	5	[ <i>Idi-Išta</i> ]r and Ilabrat-bani
[ <i>i-mi</i> ] <i>-ig-ru-ma</i>	e.	reached this agreement:
seal B		seal B
seal C		seal C
É-tú <i>ša Ká-ni-iš</i>		The house in Kanesh and
<i>ù ú-tú-up-tum</i> <i>ša I-dí-Ištar</i>		the household goods are of Idi-Ištar,
<i>d</i> NIN.ŠUBUR- <i>ba-ni</i> <i>lá tá-ḥu a-na</i>		Ilabrat-bani has no title (to them).
<i>ḥu-bu-ul</i> <i>a-bi-šu-nu</i> <i>ki-la-la</i> <i>šu-nu-ma</i>	10	Both together are responsible for their
<i>i-za-zu</i> <i>ana qú-bu-ur</i> <i>Pu-zu-ur</i>		father's debt. For the burial of Puzur,

<i>um-mi-šu-nu</i>	their mother,
seal D	seal D
<i>a-na gam-ri-im ù hu-bu-ul</i>	for expenses and for the debt of
<i>Pu-zu-ur um-mi-šu-nu</i>	their mother Puzur
seal A	e. seal A
<i>I-di-Ištar-ma i-za-az</i>	15 Idi-Ištar alone is responsible.
<i>i-nu-mi ša i-na a-l[im<sup>ki</sup>]</i>	I.e. When the property in the C[ity]
<i>i-za-ku-ú-ni É-tù</i>	will be cleared, the house in
<i>ša Kā-ni-iš lá i-ša-ku-nu</i>	Kanesh shall not be included.

The contract records the division of an inheritance by two sons some time after their father's death. Together they will be responsible for his debts, but the eldest son (he is mentioned first) will inherit the house in Kanesh with its belongings (*utuptum*)<sup>54</sup> and assume responsibility for the burial (*quburum*), expenses and debts of their mother. He receives the biggest share, but on the condition that he takes care of his mother in every respect, as long as she lives. As mentioned above, I assume that the combination of inheriting the house and having to care for his mother is not accidental and reflects the customary duties of the (eldest) son. We do not know whether this arrangement was based on their father's last will, which is not referred to, but it was apparently carried out after their father's death, when the brothers wished to terminate the situation of a common, undivided household (*ahhū lā zīzū*), stopped "living together" (*ištēniš wašābum*), and had to agree on their individual rights and duties. It was at any rate not long after their father's death, since his debts are mentioned (line 10) and the contract still looks ahead at a final settlement of the inheritance in Assur (lines 16ff.). We know from many texts that when a trader died all (evidence of) his assets and debts had to be col-

<sup>54</sup> I cannot accept J. Hengstl's interpretation of this word as "Guthaben, Kapital", "zumindest auch die Außenstände" (ZA 82, 1992, 215ff.). The close association between this word and *bētum*, "house" ("the house and its/the *u*"), also in CCT 5,8a:15f. (read: "the house in Assur and its *u*.") and kt a/k 1255 (S. Bayram - K.R. Veenhof, JEOL 32, 1991-2, 98 no.5: the house alongside the chair(s), the table and the *u*), where "house" means the building and not the family or the firm, supports a meaning "household goods, belongings", perhaps to be distinguished from the furniture proper on the basis of kt a/k 1255. The affluence of the households (which owned a.o. many bronze and copper objects) implies that *u*. could be valuable. A meaning "capital, assets" is excluded by the enumeration of CCT 5,14b:2f., where *u*. is mentioned alongside gold, silver, tin, copper, slave-girls, slaves, textiles, a cauldron, bronze, and bonds, which leaves no room for an additional word for "capital" or the like.

lected in Assur, where a final settlement between heirs, debtors and creditors had to be worked out on the basis of the trader's last will.<sup>55</sup> Our contract refers to this procedure by means of the verb *zakā'um*, "to become clear(ed), to settle accounts", and the verb *šakānum*, "to deposit, to submit (for accounting)".<sup>56</sup> The clause must mean that the house in Kanesh together with its contents, given to the elder brother, is considered an extra share (*elītūm*), as compensation for his taking care of their mother, and shall not be included in the assets to be divided in Assur.

The eldest son's care for his mother, summarized in a few words, is comprehensive: she probably is allowed to reside in her late husband's house which he has inherited, he has to pay for her (daily) expenses, for her debts (presumably those she had contracted before her husband's death), and has to give her a proper burial.<sup>57</sup>

Additional evidence for the importance of a house for an elderly person as a place to live in probably can be found in the contract kt a/k 1255 (see footnote 54), where a certain Ikuppia buys a house which a woman (Gamu[ ]) "will inhabit as long as [she] lives; nobody will chase her away, as long as she lives the house is hers" (lines 11-17). The contract secures the woman the right to live in Ikuppia's house until her death. She may have been a relative of the buyer, who put the house at her disposal or, perhaps more likely, of the seller who stipulated that she could continue to live in the house after its sale. Anyhow, she seems to have been an unmarried and probably elderly woman who obtained a house to live in or was not forced to move when it was sold. Something similar is stipulated in an unpublished contract in a private collection (H.K. 1005-5534), a copy of which I owe to the kindness of Veysel Donbaz. It deals with a woman called Musa, identified as the wife of the Assyrian I. and hence probably his widow. The witnessed contract stipulates that "she

<sup>55</sup> See for such arrangements the observations by J.G. Dercksen, *BiOr* 49 (1992) 794, C. Michel, "Le décès d'un contractant", *RA* 86 (1992) 113-119, and my remarks in *Chicago-Kent Law Review* 70/4 (1995) 1724ff.

<sup>56</sup> Probably an abbreviation for *ina nikkassi šakānum*, "to submit at the accounting", cf. K. R. Veenhof, *Aspects of Old Assyrian Trade and its Terminology* (SD 10, Leiden 1972) 434f.

<sup>57</sup> The presence of this record in the archives of Elamma requires an explanation beyond the fact that one of his sons, Ennum-Aššur, is among its three witnesses. The main persons probably were related to Elamma's family.

will live in the house belonging to A., son of P. (not her husband or son), as long as she lives, in the same house belonging to A. she will ..... A. and his sons shall not chase her away".<sup>58</sup> The verbal form of line 8, left untranslated, can only be derived from *šabārum*, "to break", most probably as present tense of the passive (*taššabbir*), but its meaning is difficult because "to be broken" is thusfar not attested with human beings as subject. There is no evidence for considering it an euphemism for "to die", but it might perhaps be translated by "to become disabled", "to break down" and be taken to refer to the physical problems of old age leading to death. For this meaning I can only refer to a text from Nuzi (JEN 335:19, see CAD Š/2,250, 5), where a cow "fell down", "was broken" and "died", but the context suggests that the animal actually broke its legs. The statement in our text, following the stipulation that the woman will inhabit the house as long as she lives, is likely to look ahead at the end of her life. In a legal contract a clause that she is allowed to get old or die in the house in question, seems superfluous, because this is implied in the right to inhabit it "as long as she lives". One would rather expect a clause on what will happen to her "in the same house" after her death and that can only be the right to be buried there. In Old Assyrian this would be expressed by *taqqabbir*, a form similar enough to *taššabbir* to consider the possibility of a mistake of the ancient scribe, also in view of the observations made in § 1.<sup>59</sup>

The Old Assyrian evidence is still limited, but important both for its substance and because it derives from last wills, which offer a testator the possibility of imposing a division of his assets which takes into account both his preferences and the personal circumstances of those who need to be cared for. There is no doubt that our information on such arrangements will increase, even though many last wills must have been kept in the city of Assur (see footnote 45), where they are still inaccessible. But more last wills (or copies of them) will turn up in the archives

<sup>58</sup> *ina bēti ša A. 4 mer<sup>2</sup>a P. adi<sup>5</sup> bal<sup>3</sup>atni<sup>6</sup> tuššab ina bētim<sup>7</sup> ša A.-ma<sup>8</sup> ta-ša-bi<sub>4</sub>-ir A. 9 u mer<sup>2</sup>ušu lā itarrudūši.*

<sup>59</sup> The sign for *qá* more or less equals that for *ša* minus its final vertical wedge. A similar passive form of *qabārum*, "to bury", is found in *Laws of Eshnunna* § 60, see CAD Q 203b, 6)

excavated in Kanesh,<sup>60</sup> together with letters and judicial records, to inform us about last dispositions of testators and disagreements between heirs.

## II. ANATOLIAN EVIDENCE

### 1. *Textual sources*

We have a small number of Anatolian family law contracts dealing with matters of brotherhood and inheritance which we may divide into two groups. Those of *group 1* formulate rules for the way in which parents and children, the latter designated as "brothers" (*atḥu*), will live together or can terminate such a situation. Some contain clauses which are important for our subject and most also envisage the possibility of the death of one or both parents or one of the brothers and this entails stipulations on the division of the inheritance. A few other contracts, *group 2*, record the actual division of the property between brothers and they also contain clauses on how to deal with the parents. Both groups seems to originate from level Ib of *kārum* Kanesh, which means that they are one or two generations younger than the bulk of the "Kültepe texts" discussed above under 1.3.

Group 1 consists of six contracts (A-F), group 2 of two (H-G), but in the following survey I also list and use texts I-K, contracts dealing with division of property, separation, and other arrangements between brothers, which provide additional information. Most of the texts have been published, but not those belonging the the kt f/k group, excavated in 1953 (F-H), which are known to me from transliterations left behind by Landsberger. They will be published in due time in the dissertation of Mrs. Leyla Umur, who allowed me to study her provisional manuscript. For that reason I will limit my use of them to a few essential quotations, which are of direct importance for our subject. Several of these texts are badly written and/or damaged and due to their specific subject matter the reading of several lines is uncertain or impossible. Thanks to collations carried out in Ankara and a comparative analysis the reading and inter-

<sup>60</sup> Kt 91/k 396 is an unpublished last will of Idi-Asur, son of Ilidan, according to the short text written on its unopened envelope sealed by three witnesses (identified as *bēl ṣimātia*) and the testator himself.

pretation of some of them in Donbaz 1989 and 1993 could be improved, but the reader is referred to his editions and comments, elements of which are used in my analysis which, due to the focus of this contribution, can only be selective. A full edition of the whole corpus of Anatolian family law documents, including those dealing with marriage and slave sale, with a prosopographical analysis, remains highly desirable.

The texts used in the following analysis are:

- A L. Matouš-M. Matoušová, *Kappadokische Keilschrifttafeln mit Siegeln* (Prag 1984) no. 57, republished by L. Matouš in: H. A. Hoffner - G. M. Beckman (eds.), *Kaniš-šuwar. A Tribute to Hans G. Güterbock on his Seventy-fifth Birthday, May 27, 1983*, Assyriological Studies 23 (Chicago, 1986) 141-150. See also Donbaz 1993 142, note 47; I owe a few collations to K. Hecker.
- B *TCL* 4, 62, treated by J. Lewy in *AHDO* 2 (1938) 103 note 2; damaged, collated by M. T. Larsen ("horrible script").
- C Kt e/k 167, transliteration Donbaz 1993 141 note 46 with pl. 28, 3; damaged, collated.
- D Kt 89/k 369, edition Donbaz 1993 143f. with pl. 29,1; collated.
- E Kt 89/k 370, edition Donbaz 1993 140f. with pl. 28,2; collated.
- F Kt f/k 59, unpublished.
- G Kt f/k 96, unpublished.
- H Kt f/k 61, unpublished.
- I Kt 89/k 383, edition in Donbaz 1993 134f.; collated.
- J Kt 89/k 365, edition in Donbaz 1993 133f. with pl. 26, 1; collated.
- K Kt r/k 15, V. Donbaz 1989 78f.; collated.

## 2. Group 1, texts A-F: brotherhood in a common household

Since it is impossible and not necessary for our purpose to give full transliterations and translations of all the sources mentioned above, I present one of them in full and add a commentary which quotes and discusses parallels and deviations in the other contracts. I have selected text E as sample, because it contains a clause which is important for our subject.

### 2.1. A sample, text E = kt 89/k 370

After the mention of the presence of the seal impressions of three persons we read:

<sup>5</sup> Tù-ud-ha-li-[a] <sup>6</sup> ù A-(stamp seal)-na-na (stamp seal) a-b[u-um] <sup>7</sup> um-mu-um  
 Zu-ru <sup>8</sup> A-ta-ta ú I-na-ar <sup>9</sup> 3 at-hu-ú be-tám <sup>10</sup> pu-hu-ur uš-bu <sup>11</sup> a-be-tim iš-té-  
 en <sup>12</sup> ú-kà-šu-ú <sup>13</sup> šu-ma ma-ma-an <sup>14</sup> i-b[a-r]i-[šu-nu] i-šé-er <sup>15</sup> a-bi<sub>4</sub>-im um-  
 mi-im <sup>16</sup> i-ša-lá mi-ma rev.<sup>17</sup> ú-pá-za-ar 10 ma-na KÙ.BABBAR <sup>18</sup> i-ša-qal  
 šu-ma A-na-na <sup>19</sup> um-(stamp seal)-ma-šu-nu i-mu-a-at <sup>20</sup> ú 3 at-hu-ú (stamp  
 seal) <sup>21</sup> Tù-ud-ha-li-a <a>-bu-šu-nu <sup>22</sup> i-na-šú-ru ú šu-ma <sup>23</sup> Tù-ud-ha-li-a i-  
 mu-at <sup>24</sup> 3 at-hu-ú A-na-na um-ma-š[u-n]u <sup>25</sup> i-na-šú-ru i-nu-mi <sup>26</sup> a-bu-um  
 um-mu-um <sup>27</sup> i-mu-tú-ni 3 at-hu-[ú] <sup>28</sup> i-zu-uz-zu [x x x] <sup>29</sup> ša ur-d[im?] x x x  
<sup>30</sup> be-tám [x x x] <sup>31</sup> zi-tám [ša?] <sup>32</sup> a-bi-šu [DUMU-ú-šu(?)] <sup>33</sup> i-da-g[al ú-nu-  
 ša-am ú] <sup>34</sup> ar-ha-lam ša na-šf-ir <sup>35</sup> a-lim ú-kà-lu i-qá-at Zu-zu <sup>36</sup> ru-ba-im  
 Ištar-ib-ra GAL sī-mī-il 5-tf

Tudhalia and Anana are father (and) mother, Zuru, Atata and Inar (are) three brothers. <sup>9b</sup> They are dwelling together in one single house. <sup>11</sup> For (this) single household they will make profit. <sup>13</sup> If anyone among them does harm to (his) father (and) mother, hides anything he shall pay 10 minas of silver. <sup>17b</sup> If Anana, their mother, dies the three brothers shall take care of their father Tudhalia. <sup>21b</sup> And if Tudhalia dies the three brothers shall take care of their mother Anana. <sup>24b</sup> When father (and) mother (both) have died the three brothers will divide (the inheritance).... <sup>29</sup> the house..... <sup>30</sup> the share [of] his father [his son?] will own. <sup>32b</sup> The *unušu*-service and the *arhalu* of the Protector of the City they will hold (together). <sup>34b</sup> Authorized by Zuzu, the ruler, and by Ishtar-ibra, Chief of the Stairway.

## 2.2. *Comments and comparison*

Starting from the sequence of text E, the following elements and clauses can be distinguished in texts A-F :

1 (5-9). A statement of status: "A (and B) are father (and) mother, C, D, etc. are brothers". "Brothers" translates *atħū* (B:3<sup>1</sup>, C:9, D:4, F:2) and their number varies between two and four. While A:6, with two brothers, writes "C...and D, his brother" (*ahušu*), G:2 and H:2, also with two brothers, write *a-ta-hu*. Note that none of the contracts states: "(They are) sons of A (and) B", but sonship is implied by the use of the term "father (and) mother".

2 (9-10). "They are dwelling together in one single house" (A:6f., C:9f. [uš-bu], D:5, E:9f.). This primarily refers to the brothers, who have to stay together, but it may include the parents in whose house they apparently live. The stative *ušbū* (also in the deed of adoption *EL* no. 7:7f.) links this clause with 1, as part of the statement of status, the legal basis for the following stipulations. In B:4, *bētam ušēšibšunu*, "he (the father) made them dwell in a (single) house", refers to what had happened be-

fore, of which the stative *ušbū* is the result. However, in *EL* no. 7:7f. where an adopted girl and the (natural) son of her adoptive parents to whom she is to be married<sup>61</sup> *bētam ištēniš ušbū*, and in C: rev.2'f. where we read "if they prefer so *p[u-hu-ur]* <sup>3</sup> *uš-bu*", the statives most probably are mistakes for the future tense *uššubū*. This tense is also used in F:4: "C (and) D are brothers, as long as their father (and) mother live they will dwell together" (*ištēniš ú-šu-bu*). Even though the structure of text F is different, doubt remains whether *ušbū* in our contracts is really meant as descriptive stative and might not also be a mistake for a future tense, which would be understandable since the stative is typical for Akkadian and absent in the substrate language of the writers. But without compelling evidence to the contrary and with four occurrences in texts which write a rather good Akkadian, I feel not entitled to change the text. It is known that a newly created legal situation may be rendered in the relevant contract by means of a statement of status, regularly in the form of a nominal phrase (in the case of adoption by "A. (herewith) is the son of B."), but also by means of a stative when a nominal phrase is impossible.

B:5-6 has an additional clause, connected with 2 by means of *-ma*, which reads: "He (the father) gave them 4? donkeys?, 2 oxen, 15 sheep as marriage (gift)" (*mutum u aššūtum*), probably on the occasion of their marriage or in order to enable them to marry.

3 (11-12a). "They will make profit for (the benefit of) the single house". The reading *ukaššū*, confirmed by collation in A:8 and B:7 (broken in C:11 and D:5), a form derived from the verb *kaššū um* (cf. its derivative *takšūtum*), reveals that the households probably were engaged in commercial activities, which frequently went hand in hand with partnerships.<sup>62</sup> B:7b-8a adds a broken clause which I do not understand.

4 (12b-17a). "If anyone among them does harm to (his) father (and) mother or hides something, he shall pay 10 minas of silver". A heavy fine (the same fine in I:20f. and J:21f., where the death penalty is added) has to protect the parents against harm or financial injury<sup>63</sup> and to pre-

<sup>61</sup> Reading at the end of line 6 *e-h[u-uz]*, cf. Donbaz 1993 138, footnote 37.

<sup>62</sup> Cf. for Old Assyrian *ICK* 1, 83 + 2, 60 and for Old Babylonian *VAS* 8, 71, see *CAD* K s.v. *kašū* B.

<sup>63</sup> The verb *šalā um*, attested only in Old Assyrian, as the examples quoted in *CAD* §1 241a show, always refers to economic harm and financial injury (also in *CCT* 5,

vent the dodging of the stipulations of 3 by keeping earnings for oneself. Both clauses occur also in A:9-11 (read in line 11 *ú-pá-zár!*) and D:6-8, however, not as simple prohibitions but as conditional phrases: "If anyone is rebellious, hides, they will sell him..." (in A:12 *i-dí-nu-š[u]* is a mistake for *iddunušu*). The insubordination clause with *šalā<sup>2</sup>um* must also be read in B:9-10a and is missing in C due to damage. A:8-11 adds: "(If) he demands a (his) share (in the property)" (*zittam išassi*), as does D:8. Claiming one's share means asking for a division of the inheritance, which would break up the single household. The clauses strongly remind one of those attested in the later "brotherhood contracts" from Nuzi, where the brothers are forbidden "to mention a share/division" (*šumi zittim qabūm*), to "acquire personal property" (*sikiltam rašūm*), and also have to dwell together (*wašābum itti*).<sup>64</sup> The Old Assyrian clauses in our contracts seem to be their forerunners. D:9 adds another prohibition, "to take his wife (to live) aside/outside" (*ašassu a-b/patti išabbat*), probably in order to leave the paternal house in order to start a household of his own. One may compare the deed of adoption *EL* no. 7:9ff.: "If they do not like it (dwelling together), they (the parents) will make them dwell outside/separately" (*b/pattam ušešubūšunu*), that is the married couple will be allowed to start its own household. In *EL* no. 8:16f. the adopted son is forbidden "to turn his neck aside/elsewhere",<sup>65</sup> which must have a similar meaning.

B:10b-14 has additional, broken clauses: *ahum ana ahim ul[ā.....]*<sup>12</sup> *Perua ša-ni-am?* [.....] <sup>13</sup> *i-ša-ba<sup>1</sup>-a[t]?* *i-re-ši-šu-nu-ma* <sup>14</sup> *i-dí-nu ša aššātišunu a-[...]*, which are difficult to restore and understand. Line 12 may mention the possibility or prohibition of taking another

1a:20, where the incriminated slave is holding back silver which he refuses to pay, see lines 8-15). In *KTS* 1b:26ff. a woman intends to travel to Kanesh in order to "protect" the house(hold) of her husband and son, "lest anyone tries to harm your paternal household" (*bēt abikunu*). We cannot exclude that the verb had a wider meaning than these references in commercial letters suggest, but in the context of the brotherhood contracts the economic, financial background seems clear in view of the proximity of *kaššu<sup>2</sup>um*, "to make profit" and *pazzurum*, "to hide (profit)".

<sup>64</sup> See G. Dosch, "Gesellschaftsformen im Königreich Arraphe (*ahhūtu*) (II)", in *SCCNH* 5 (1995) 3-20. Such texts may also state that "there is no (distinction between) older and younger among them", that they will jointly perform service duties (*ilkū* and *dikātu*), and that possessions are "merged" (*summuhum*).

<sup>65</sup> Reading with *CAD* K 447a *kišassu ana b/pattim ipannu*.

[brother?], line 14 seems to be a clause dealing with the ownership of personal possessions “the gifts(?) of their wives”.<sup>66</sup>

5 (17b-24a). The obligation to care jointly for the surviving parent does not occur in the other contracts, which immediately move on to the situation where both parents are dead (B after having considered the consequences of the death of the oldest brother). We will consider the implications of this difference later. For “caring for” our text uses the verb *naṣārum*, “to protect”, “to take good care of”, which is unique in such a context. It is used with fields, houses and animals as objects, and in Codex Hammurapi § 177 its object is the estate of a dead father, to be “protected” for his children by his remarried widow and her husband. In Old Assyrian *KTS* 1b:27f. provides a parallel, where a woman in Assur writes to her son that she intends to travel to Kanesh “in order to take care of the house(hold) of your father and of you”.

D:20-22a has a stipulation about what happens when the father (Galidi) dies, but the text is damaged and I cannot reconstruct what his sons will do in that case (DUMU-ú-šu x[ x x x] <sup>22</sup> [x] y ZU-*ū*). Donbaz’s *su-ḥa-ri-šu* (end of 21) is not on the tablet and y in line 22 looks more like a damaged SI=ši, hence perhaps rather [ú-š]é-*sú-ú*, “they will take out”,<sup>67</sup> than [i-*z*]u-*zu-ú*, “they will divide”, though the latter

<sup>66</sup> The noun *i-dí-nu*, thusfar unknown, occurs six times in Old Assyrian family law contracts:

- a) text B:14 *i-dí-nu ša aššatišunu a[-...]*, “the *i.* of their wives.....”;
- b) text C:10: “If one of the brothers dies his sons will own (*dagālum*) his share, his wife her *i.* (*i-dí-ni*-*ša*)”;
- c) text D:19: “His sons [will own] his share, his wife her *i.* (*i-dí-[ni-ša]*)”;
- d) text I:10: “S., his eldest son, received as share everything which is in the house. His share <sup>10</sup> and his *i.* (*i-dí-ni-šu*) he took out of the house” (*ušteši ištu bētim*).
- e) kt j/k 625:15f. (divorce; Donbaz 1989 84f.): <sup>13</sup> “6 1/2 shekels of silver, her divorce settlement <sup>15</sup> [ú] *i-dí-ni(m)-ša* he gave her”.
- f) *Tablettes paléo-assyriennes de Kültepe*, 1 (1997) no. 159: N. *amassu* <sup>2</sup> K. *i-dí-nu-šu* <sup>3</sup> *ša* N <sup>4</sup> N. *ana* <sup>5</sup> *šimim iddin* , “N. sold his slave-girl K.,(which was) a gift to him”.

Texts a)-c) and e) suggest something typical for women, but in d) and f) it belongs to a man. It must denote a personal “gift”, and one could parse the noun as *iddinū* (*iprisū*-formation of *thadānum*).

<sup>67</sup> Anatolian contracts frequently write long final vowels at the end of plural verbal forms, also in strong verbs, but text D generally follows Assyrian writing conventions (*i-zu-zu* in line 32) and only has long vowels in masculine plural nouns in the nominative (*at-hu-ū*).

makes better sense. The next lines enumerate what property "they will give to [their] mother Buza whereupon she leaves (the house)" (25b *ana Buza ummi[šunu]*)<sup>26</sup> [*i*-*du-nu-ma tū-ši*): "1! slave-girl, 1 ox, 10 [sheep?], a *šaršarranu*-container with oil, 4 minas of wool, 10 *panmiru*, 10 *umšu*, [x] *ukāpu*, and 1! *kutinnu-jar*". This share in the property is apparently meant to allow her to live independently as a widow.

6 (24b-27). When both parents are dead the brothers will divide the property and the single household will be broken up (*parāsum*, cf. I: 11). Most contracts deal with this situation, but they show that there are two options. Dwelling together may continue by agreement, "if the brothers like/prefer it", but separation follows "when they do not like/prefer it" (*šumma tābū*; in F:6f. *šumma tābšunuti*; in the deed of adoption *EL* no. 7:9f.: *šumma lā iṭiabšunuti*). A:13ff. read: "When both parents die..." (*inūmi...*<sup>14</sup> *kilallāšunu*. ....<sup>15</sup> *šu-ma!* *at-hu!* *t[ā-bu]*, cf. D:12), B:17 and F:5 have "After they have died" (*ištu....imuttūni*), and C:rev.2' can be restored accordingly, see Donbaz's transliteration. The division has to be in equal parts, *mitha/iriš izuzzū*, as in Nuzi, but in B:19ff. the older (natural?) son receives a double share (2! *qatātim*),<sup>68</sup> the younger a single one (1! *qatām*). It consists of "the house (and) whatever is present" (*bētam (u) mimma ibaššiu*, A:17f., B:18f., C:4', D:13f.; F:9 only has *mimma [ibaššiu]*).

7 (28-32). Damaged lines with stipulations about the details of the division, probably in case one of the brothers dies and "[his son will own] the share of his father". What happens with the house (line 29) remains unclear. I will not analyse here what the other contracts stipulate for this eventuality in partly broken passages.<sup>69</sup>

<sup>68</sup> See above, footnote 38.

<sup>69</sup> Some of the readings in the edition can be improved: A:30: x DUMU-*ū?*-*šu idaggulū*, 34: *inūmi at[hi] izuzzūnim*; B:15f.: *aššassu zi-tū-<šu> talagge*; C: 20: [z]i-*tū-šu DUMU-ū-šu*<sup>21</sup> [*i*-*da-gal-lu a-ša-sú*<sup>22</sup> [*i-dí-ni*]-*ša idaggal* (for *tadaggal*), see footnote 63; D:32 beginning: not "his sons", but presumably a verbal form ending with *-ma* followed by *izuzzū*; next follows the share for Aduwa, "their youngest brother", *aljušunu šabrum!* (TUR), who also receives something<sup>34</sup> [*iššēr zi*] *if-šu utram*, "extra, on top of his share" (because he still has to marry?);<sup>35</sup> [x x x t] *lu bu lá im-ZI-ma*, obscure.

**8** (32b-34). A clause about the performance of service duties (*unuššum*) and *arhalum*, probably its material compensation, see also I:33ff. and J:36. This feature cannot be discussed here.<sup>70</sup>

**9** (34b-35). The well known authorization of the contract by the local ruler and his second man, cf. A:36-38 (same pair), D:37f. and H:35f.

### 2.3. Interpretation

The contracts of group 1 deal with "brothers dwelling together", in community of property, a legal institution known from various periods and areas of the Ancient Near East, recently analysed by R. Westbrook<sup>71</sup>, and for Nuzi by G. Dosch,<sup>72</sup> both of which also point out correspondences with an early Roman legal institution called *ercto non cito*, "undivided ownership".

"Brotherhood", as analysed by Westbrook, can be of two types: a) between natural brothers who stay together after the death of the *paterfamilias*, postponing the division of the inheritance and maintaining one single household; and b) between persons who are no natural coheirs but whose "brotherhood" is established by *adoptio in fratrem*, which creates a partnership with community of property.<sup>73</sup> Since in the contracts of group 1 the parents are still alive and there is also no mention of brothers adopting each other they represent neither type a) nor type b). Since there is no explicit mention of adoption of the brothers by the married couples (called "father, mother") and they are not called their "sons", we have to ask what is at stake here. Do the contracts fix the relations between parents and their natural sons or are the brothers (in part?) adopted sons? And, if yes, is previous adoption merely implied or was it realized at the very time these contracts were drawn up?

The initial statements fix the status of the parents and of the brothers (in relation to each other, hence *atħū*) and the situation of living together in one house. In text B (see above under 3) the father is said "to have

<sup>70</sup> Donbaz 1993 148f. deals with *arhalum*, but there remain questions.

<sup>71</sup> R. Westbrook, *Property and the Family in Biblical Law* (JSOT Suppl. 113, Sheffield 1991) 118-141, ch. 6, "Undivided Inheritance".

<sup>72</sup> *Op. cit.* (see footnote 64).

<sup>73</sup> Westbrook 127 adduces evidence from Old Babylonian Susa, i.a. *MDP* 28 no. 425, where he translates (lines 8-13): "should P. acquire property or silver, I. will be able to divide it" (and *vice versa*). The second verbal form, written *i-za-az-sum*, is better taken as *izzassum* (*izzaz+šum*), meaning "it is (also) at his disposal, it belongs (also) to him".

made them dwell together in the house", most probably at the time he gave them property in connection with their marriage. This indicates that it was the father who proposed/ imposed the contract, probably to prevent his grown-up sons from leaving the family household to start a family of their own elsewhere (in Akkadian *bētam epēšum*). In fact, the second person mentioned in the enumeration of the brothers, on account of her name (Jatalingga) most probably was a woman, to all appearances the wife of the first brother.<sup>74</sup> The same is probably the case in A:5 which enumerates "Wali, his wife, Kunuwan, his brother", where the wife of the first brother remains anonymous.<sup>75</sup> That the younger brother will receive something extra (a slave) when they divide the inheritance probably is because he still has to acquire a wife for which he needs extra money. Text D:9 supports this view (see above under 4), forbidding any brother "to demand his share (and) to take his wife (to live) separately". In F the eldest son also seems to be married, for it is stipulated that when the brothers inherit the property after their parents' death, they will set aside (*nadā<sup>2</sup>um*) an amount of silver in order to enable the younger to acquire a wife. This was probably also the reason why the youngest brother in D:32ff. would receive extra items on top of his share (see footnote 69). That he is the only one to receive them could imply that his brothers had already married.

While the authority of the *paterfamilias* may have prevented a division of the inheritance during his lifetime.<sup>76</sup> that grown-up married sons left the family house to start their own household may have been fairly normal, also in ancient Anatolia. Hence a specific type of contract which (by agreement?) obliged them to continue dwelling together and to share all property, also that newly acquired through commerce, would be understandable. The Anatolian adoption contract *EL* no. 7 (see above under 2.2 ad 2) supports this conclusion. The young couple, consisting the adopted girl and the son to whom she is married, "if they like it will live

<sup>74</sup> Lines 16f. mention the rights of "his wife" after the death of the first brother, her husband.

<sup>75</sup> Lines 20f. read: "When Wali (and) his wife dies" (verb in the singular, since they are considered a single legal entity?); lines 22f. probably have to be restored to read: "(after his death) [his sons] will own", which also suggests a marriage.

<sup>76</sup> Cf. Westbrook (footnote 71) 121 with note 2: rare and aberrant in ancient Mesopotamia.

together (with the parents) in the house, if they do not like it they (the parents) will make them (allow them to) live separately". For grown-up, married children dwelling in the same house with the parents was a matter of free will, by agreement, but the agreement could be terminated, as could contracts of brotherhood and partnership.<sup>77</sup>

The brothers' status of sons is not explicitly mentioned in our contracts, probably because it was a matter of fact and because the focus, understandably, was on the brotherhood between them, that they would have to stay together and live in partnership (*athū*). The status of the "father (and) mother" is also stressed, because it was the natural basis of the brotherhood, secured their authority over the household and implied filial duties on the part of the son/brothers. Moreover, the parents in a way were also partners in the household, since they shared the house and probably also the property with the sons/brothers, who were forbidden to claim their individual shares in it as long as the parents were alive.

Sharing all property, clearly expressed in brotherhood contracts from Susa, Nuzi and Ugarit, is also mentioned in the Anatolian adoption contract *EL* no. 8, which resembles our contracts also in other respects. The adoptive son, Š., is obliged "to bring every *k/qilb/pum* he acquires anywhere to his father's house" and is forbidden "to hide anything from him", and the community of property is laid down by the phrase "whatever they own, be it little or much, belongs to the three of them".<sup>78</sup> The duties of a single, adopted son, made heir, are similar to those of the brothers in our contracts, and this son too is forbidden "to turn his neck elsewhere". The complication of our contracts is that there are several brothers and that the obligations also (or primarily?) apply to their mutual relationship, hence the use of *athū*.

Still, this parallel also raises the question whether the contracts of group 1 could not deal with adopted children. That they do not mention adoption as such is not decisive. Adoption could be expressed verbally, as in *EL* no. 7:2f. and kt 89/k 379 (Donbaz 1993 137):6ff. (*ana mer<sup>2</sup>ūtim laqā<sup>2</sup>um*), but also by means of a statement of (newly ac-

<sup>77</sup> See also Westbrook (footnote 71) 128.

<sup>78</sup> Lines 3-5: *šumma Š. KI-il<sup>5</sup>-BA-am mimma <a>-a-kam ikaššuduni ana bēt H. ubbal*; the word describing his acquisition is unknown. Lines 10f.: *eṣṣunu u māssunu ša 3-šunuiti*.

quired) status, as in *EL* no. 8:1f.: "H. and<sup>1</sup> fN., Š. is his<sup>1</sup> son" (*Š. me-ra-šu*), in which case the parents are not identified as "father (and) mother". Our contracts may imply adoption by a double statement of status, of "father (and) mother" and of "(each other's) brothers".

The term *atħū*, unfortunately, is not helpful in deciding the issue, since it is used both of natural and adopted brothers, and also of partners in business. The latter is the case in contracts from Susa (*MDP* 24 332:4 and 28 425:2) and probably also in the Old Assyrian letter *BIN* 6 16:5f.: "If you are my brother (*ahī*), we are truly each other's brothers!" (*atħanu*).<sup>79</sup> For § 38 of the Laws of Eshnunna ("If one among *atħū* intends to sell his share") commentators hesitate between "undivided brothers" and business partners. Partners are very likely in the Old Babylonian letters *AbB* 10 188:10' and 11 150:23, but in *AbB* 12 9 *atħū* seems to be used for natural brothers: four *atħū* have sold a slave belonging to their (dead) father's estate and a fifth one, the eldest son, succeeds in acquiring his share in the yield. If this is correct, it also indicates that the number of brothers in our contracts (between two and four) is no argument pro or contra adoption. The three surviving Anatolian adoption contracts also cannot decide the issue. *EL* no. 7 has been discussed above and kt 89/k 379 (Donbaz 1993 137) is damaged and atypical, since it seems to record the cancellation of an adoption. *EL* no. 8 is the most elaborate one and some clauses have been quoted above because of their similarity with our brotherhood contracts. That an adoptive son could be obliged to live under the same stipulations as agreed upon in "brotherhood contracts" is not really surprising, since the aim of the latter is to lay down rules for the cohabitation of sons-and-brothers both among themselves and with their (natural or adopted) parents. But there are also differences. Even though the adoptive son of *EL* no. 8 had received property (lines 15f., a fortified house, *dunnum*) and had been made heir, his father retains the right to sell him if he becomes poor,<sup>80</sup> not surprising since we know from Anatolian slave sales that parents did sell their children in such emergencies. The father's right to do so may have been explicitly recorded because, a few lines before, community of

<sup>79</sup> In the Old Assyrian business letters traders regularly address friends and partners as "my brother".

<sup>80</sup> Lines 18f.: *šumma H. ilappin Š. ana šimim iddiššu* (mistake for *iddaššu*).

property between parents and son had been laid down. The father must have wished to reserve this right for a case of emergency, as a last resort. Whatever the explanation, it seems likely that in "brotherhood contracts" there simply was no room for such a clause since they focussed at equality and partnership, irrespective of whether the brothers were natural or adopted sons.<sup>81</sup>

Whatever the status of the "brothers", natural or (also) adopted sons of the couple identified as "father (and) mother", it seems clear that the purpose of these contracts was to ensure the continuation of the single, common household at the time when (some of) the sons had become grown-up, were about to marry and might start their own family and household. Apparently, a special "brotherhood contract" was necessary to prevent the dissolution of the household at this stage. Its clauses suggest that the motives for such a decision were primarily of an economic nature and may have been conditioned by the commercial activities (*kaššu<sup>2</sup>um*) of the families in question. Whatever its benefits for all participants, it is clear that the parents (who probably took the initiative to realize it) profited from it in a special way. Since it dealt with married sons, the parents must have been in their middle age and the arrangement would have been a good insurance against the problems of old age. The sons, linked by brotherhood, were not to leave the household, were not to accumulate private capital, and were not allowed to ask for their shares in the common property. The aging parents would be assured of the continuing support of their sons by sharing the family house, the property and the earnings of the household.

Most contracts only deal with the situation arising after the death of both parents, when the continuation or dissolution of the common household is a matter of preference, of free choice (element 6). But E, our sample text (kt 89/k 370), considers the more probable case of one parent surviving the other and in that case the three sons together will take care of the surviving parent. The death of the father (Tudhalia) apparently does not allow the brothers to divide the common property, since according to lines 24ff. this has to wait for the death of both par-

<sup>81</sup> Note, for comparison, the clause of solidarity between husband and wife, in poverty and prosperity, in the Anatolian marriage contract quoted CAD L 81 s.v. *lapānu*, 1, a.

ents. Text D, which first envisages the possibility of the death of both parents (simultaneously?), later on (lines 20ff., see above element 5) has clauses about what will happen at the death of each of them separately. The damaged lines 21f. probably stipulate that when the father dies his sons will somehow divide the property, while the surviving widow, Buza, will receive a substantial gift whereupon she will (have to) leave the house, apparently to live on her own. Two other texts, A:19 and F:10, only mention the death of both parents, followed by a dissolution of the household and division of the property if the brothers prefer so.

This difference between the contracts seems to indicate that there was no standard rule how to act when one of the parents died. The fate of the surviving mother probably was better in text E than in text D. In both cases she was taken care of, but while in E she could continue to live in the family house as a full member of the household, in D she was expected to take care of herself, in her own house, using the property given to her, which included a slave-girl to serve her. We cannot consider the treatment of the widow in text D simply a legal way of getting rid of her, so that the sons and heirs can acquire the house and the (remaining) property for themselves, since the contract was drawn up when the father and mother were still alive. It seems more likely to assume the underlying notion that, differently from text F, the death of the father or *paterfamilias* would lead to a division of the property followed by a setting up of separate households, which raised the problem of the fate of the widow. The solution was not to entrust her to the care of one of the sons (who in that case perhaps would inherit the family house, as in the Assyrian contract kt 91/k 389; see above 1.3), but to make her economically independent by giving her a fair share of the property, which would allow her to live alone and independently. Various contractual solutions apparently were possible in such situations, probably conditioned by social and economic factors which remain unknown to us, as also the contracts to be discussed in the next paragraph show.

### 3. Group 2, texts G-H: divisions among brothers

Above we noted that text F stipulates (see under 1.2, elements 2 and 6) that two brothers (*a-t[a-hu]*), Šu. and Ša., shall live together (with their parents) in one household as long as their father and mother are alive. To our surprise, however, text G, from the same archive and dealing with

the same two brothers, records the division of the household and property, apparently during their parents' lifetime. This is clear from the stipulation that the youngest brother, Ša. (he is always mentioned in the second place and was still unmarried in text F), acquires (*laqā'um*) as his share not only the house, two slavegirls and the debt, but also "mother and father" (mentioned in the first place and in that order).<sup>82</sup> Anatolian contracts are undated, but it seems likely that text G is the later one, which then implies a change or cancellation of contract F. It may have been at the request of the sons, in particular of the eldest one who leaves the house to start a separate household, and (also) because of the old age of the parents and in particular of the father, which may have prevented him to function as *paterfamilias* and as an active member of the household. Such a development must have made a change of the contract, by mutual consent, possible. The division worked out anyhow takes the obligation to take care of the aging parents serious, thus honouring what probably was one of the motives for the creation of a brotherhood and common household. We note again that the acquisition of the house and its contents is linked with the duty of caring for the parents, who will continue to live there. We do not know whether the younger son, Ša., had married in the time elapsed between the two contracts; if not, his mother (mentioned first in line 4!) may have continued to care for the household, which included the perhaps aging father (mentioned in the second place). The eldest son leaves the house, after having taken his share, an amount of silver and a (his) bed.

Something similar happens in text H, from the same archive, but dealing with different persons. It records the division of a paternal estate (*bēt abišunu*) between three brothers (*atahū*). The second brother acquires an amount of silver, barley, "their father, their mother, the house" (lines 6f.). Since no related brotherhood contract is (thusfar) known, we do not know whether text H also implies the change of an older contract. Anyhow, the solution is similar to that of text G, and in fact also to that of the Assyrian contract kt 91/k 389, analysed above. There the division (with the elder brother inheriting the house, its contents, and the obligation to take care of and bury his widowed mother) was reached "by

<sup>82</sup> Lines 4f.: *ummam* <sup>5</sup> *abam bētam* <sup>6</sup> *u uṣuptu ša ibašši[u]* <sup>7</sup> *2 amāti u ḥubullam* <sup>8</sup> *Ša. ilqe*.

agreement" (*magārum*, N stem) and something similar may have triggered the dissolution of the household in the Anatolian contracts G and H too. But in all cases the agreement reached included the obligation of one of the brothers/heirs to take care of the (surviving) parent(s), for which he was compensated by acquiring something in addition to his regular share, usually the paternal house and its contents (*utuptum*).

A division is also recorded in *EL* no. 10 (= *TC* 2 73) + *TC* 3 215 (fragment of the envelope),<sup>83</sup> where "Labarša, Lamassi and Šuppišamnuman divided, whereupon Labarša left the house". The persons mentioned, though not identified as "children of PN"<sup>84</sup> or designated as "brothers" (*atħū*), to all appearances divided an inheritance, probably a paternal estate, presumably when the eldest brother (the one mentioned first) decided to leave the common household. Text K (kt r/k 15), is a division worked out between two couples. Together they apparently formed one household, since the second couple, after receiving an amount of goods from the first, leaves the house (lines 7f.: *ištu bēti iprusūšunu*), but it seems to be a temporary measure. Those leaving for a period of five years are free from a certain service duty and have no claim on its material benefits (*arħalum, unuššum*), but after that period both husbands will again perform it (lines 17f. : *kilallān eppušū*). We do not know the background of this contract, but we note that the two husbands are designated as "brothers" (*atħū*). We cannot exclude the possibility that their brotherhood was a continuation of a situation created by their parents, along the lines of texts A-E, whereby the service duty, incumbent on the single household, was inherited by both of them jointly. Similar questions arise in connection with the contracts of texts I and J, where also the division and acquisition (*laqā'um*) of property is recorded, followed by a separation (*parāsum*), and where also the issue of service duties is at stake. But we know too little of their background and of the social conditions of ancient Anatolia to indulge in speculations. Since none of these contracts deals with the fate of the parents they fall outside the scope of this contribution.

<sup>83</sup> See for this document also Donbaz 1989 89.

<sup>84</sup> The presence of a person with an Assyrian women's name (Lamassi, "my angel") between two Anatolians in an otherwise purely Anatolian record is surprising. Was she the widow of a dead brother whose share she had inherited, or could Lamassi also be an Anatolian name?

Even though the issue of the care of the elderly in texts F and G is treated in a way similar to that of the Old Assyrian contract kt 91/k 389 (but note that in the latter the father has died and that both brothers share the debts of their mother), this is hardly sufficient to suggest that the contractual arrangements in these Anatolian contracts are of Assyrian inspiration. They cannot be separated from and are rooted in the same social structure as the Anatolian "brotherhood contracts". The latter are indeed written in Assyrian (many by non-Assyrian scribes, as their typical mistakes show) and by consequence use Assyrian terminology. It is of course possible to discover similarities in the legal customs governing the dissolution of a household and the division of the property of different ancient societies. But the complete absence of comparable Assyrian contracts concerning "undivided brothers" living with their parents in one and the same household, and the original features and consistent basic structure of the relevant Anatolian contracts warrant the conclusion that they reflect native customary law. One should admire the scribes who were able to render original elements of Anatolian customary law into reasonably good Assyrian and to write these interesting contracts.

## CARE OF THE ELDERLY: THE NEO-BABYLONIAN PERIOD\*

G. VAN DRIEL — LEIDEN

### I. INTRODUCTION

As the author does not claim to possess a legal mind, the subject poses considerable problems for him. All the more so because it primarily concerns a social problem. As such it, no doubt, impinges on many aspects of Neo-Babylonian customary law, which can to some extent be reconstructed for certain sections of society and, perhaps also formal law, about which little is known. It cannot be the intention here to re-examine here for instance Neo-Babylonian marriage, adoption, inheritance, slavery, employment and business law. These are being reconstructed, as far as possible, with the aid of the same documents which we must use for our subject. All have a bearing on the problems posed by ageing. If we prefer "ageing" above "the elderly", we widen the subject considerably, as the elderly are only those who have aged. The reason is that we have only very hazy ideas about people's age in the period concerned. Actually all aspects of law mentioned above are eminently adapted to the needs of "the elderly", provided they possess

\* The unpublished texts from the British Museum are quoted by permission of the Trustees through the kind offices of Mr C.B.F. Walker, Deputy Keeper, Department of Western Asiatic Antiquities. The texts were encountered during several visits to the Department for other purposes, the contribution is therefore in a sense a byproduct of grants provided by The Netherlands Organization for Scientific Research (NWO) and the Faculty of Arts, Leiden University. Texts are dated according to the date mentioned in the text with day, month in Roman numbers, shortened royal name, followed by year. The texts published by J.N. Strassmaier and B.T.A. Evetts, *Babylonische Texte*, Heft V ff. (Leipzig, 1889 onwards) are quoted in the ordinary way: shortened version of the royal name plus number. Bertin plus number indicates an unpublished copy in the British Museum. For abbreviations cf. in general *CAD* Vol. 17, § Part III V-XXII. It should, however, be noted that this list, though the completest available, does not always conform to what has become standard.

sufficient means. There is an almost one hundred percent certainty that there was no special Neo-Babylonian law regulating the position of the elderly as such, neither are any age limits for particular occupations known.

Another problem is that isolated documents, without the background of the file to which they belong do not provide an adequate insight into the specific situation which gave rise to the drafting of the document. Texts informing us about affairs concerning presumably elderly people refer to very specific circumstances. The fact that relevant texts exist, indicates in itself that these circumstances are exceptional. Little though we may know about formal law in the Neo-Babylonian period, there can be little doubt that people knew, or were convinced that they knew, what their responsibilities and rights were, that is, to be specific, what their expectations as to property were. Our ignorance of the rules of property transfer in the more complicated cases in the Neo-Babylonian period is no criterion. The texts available dealing with problems of the ageing or the elderly in obtaining a decent amount of "care" are a result of exceptional circumstances in which the normal family ties did not function as they should. The special arrangements infringe on what others regard as their natural rights, and it is questionable whether these persons or their descendants will accept such arrangements, certainly in the longer run. Adoption<sup>1</sup> in particular upsets the normal course of

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<sup>1</sup> I do not like the use of the word arrogation, more or less recommended during the Leiden meeting. The specific terminology of Roman Law should not be applied to ancient Near Eastern circumstances. The word "adoption" is used here in a general way for any formal artificial link between "parents" and "children". I prefer to keep open the possibility that Neo-Babylonian adoption, and Mesopotamian adoption in general, is not, so to say, "absolute", in the sense that it cuts all ties with the real parents. The Nuzi-type pseudo-adoption is an extreme example, but did a Mesopotamian adoptee, for instance, loose all his rights to the inheritance of his parents automatically? The document published in J. Kohler - F.E. Peiser, *Aus dem babylonischen Rechtsleben* (Leipzig, 1890-'98, quoted here as "Rechtsleben") II, 16-17, though its background may be difficult to fathom, seems to record the indignation of someone who has been adopted elsewhere, at being excluded from inheriting in his real family through the machinations of his grandmother. In the text *Rechtsleben* I 10 a grandfather adopts a daughter's son: did this son really loose his inheritance rights in relation to his real parents? CH, sections 185-193, contains several escapes out of adoption, especially if the adopter has not made additional investments in the adoptee, but that is another period.

events where it hurts most, in the transfer of property, even if it takes place within the family in a wider sense. Adoption outside the wider family appears to be virtually impossible and is certainly frowned upon. Within the family it is used as a means of keeping undesirables from within the selfsame family at bay. Especially here we always need more information: for instance what is the (family) connection between the parties? This was known to the people concerned, but is not visible to us in most cases. Interesting though it may be, an isolated document will not tell us "what the law was". As a fleeting construction it is the result of a particular situation.

It is a platitude to state that the family was the basis of society and that the consequences of ageing and dying were family matters. To us they become visible only if property was involved. The texts we will use to investigate the legal aspects of the care of the elderly in reality inform us about attempts to solve problems resulting from the fact that normal relations had broken down. The normal is not documented.

In the institutions, "care" can be considered as an aspect of the way in which people were managed as a form of institutional property.

## II. DOCUMENTATION AND GENERALISATIONS

I will restrict myself to the period from the decline of the Assyrian Empire to the early years of the reign of Xerxes, when a break in the documentation occurs. The available documentation deals with two, or

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David, *Adoption* 86, states that adoption means loss of hereditary rights in the old family, but the Nuzi material had only just begun influencing thinking at that point. On p. 66 David states that real adoption means hereditary rights and pseudo-adoption ("unechte Adoption") is characterised by lack of hereditary rights. The Nuzi pseudo-adoption, sometimes called "real estate adoption", which has the transfer of property as an object, does not cut links with the old family. The adoption typology proposed by E.C. Stone in Stone - Owen, *Adoption* has limited purposes.

The Mesopotamian figure of adopting a son who marries a (real) daughter is also notable. Adoption seems to create limited juridical links between those concerned, not artificial ties of the blood. An Old Babylonian case is mentioned by Stol in his contribution. Neo-Babylonian is *OECT* 10 no. 110, as interpreted by M.T. Roth, *Babylonian Marriage Agreements, 7th-3rd Centuries B.C.* (= *AOAT* 222; Neukirchen-Vluyn, 1989, referred to here as *AOAT* 222) no. 14, cf. below section 5, b 6. Mesopotamian adoption requires a new comprehensive study.

perhaps preferably, three sections of society: the dependent population of the temples, the prebendaries and the commercial families. We must carefully differentiate between institutional and private archives. The documentation is in no way representative of the whole (sedentary) population, even of Southern Mesopotamia, the area to which the texts are in any case restricted.

There is a small amount of additional anecdotal information on the highest echelons of society, where we may be certain that a completely different circumstances prevailed. Among the institutional personnel and in the two groups of propertied families which are documented, one husband and one wife was the rule, if not in law, at least in generally observed practice. Taking another wife is a valid ground for divorce in marriage contracts. This will not have been the case in the higher echelons of society, where the presence of wives of varying status creates a completely different family structure. In such a situation the mother of the male head of the family will almost inevitably be the most important female member of the family. Ageing will have different consequences in such a situation, but for the Neo-Babylonian period we are next to uninformed about this social stratum.

### 1. *Administrative sources*

From the temples of Sippar and Uruk we possess considerable amounts of administrative texts. There is a marked difference in emphasis between the two, in part the result of the present state of publication, which is very selective. In Sippar, evidence is more run of the mill, in Uruk the managerial aspect is better elucidated. Real differences will have been those of scale since Uruk was much larger than Sippar. Of direct importance for our subject is the relation between the administration and the subject population on its estates. These so-called *širku*'s were on the one hand unfree, but on the other they were inalienable as property of the gods. Individually this could give them a fairly independent status. Some were obviously rich and well-connected.

Two types of documents are valuable. The first belongs to the considerable files concerning the difficulties of the authorities with individuals of the *širku* category. These texts should be avoided when considering the position of fully free persons. Measures which are actually intended to safeguard institutional rights could otherwise suggest a

caring attitude of the authorities towards the population at large, which is not warranted. Authorities attempted to enforce the rights of the institution over people who time and again availed themselves of the practical possibilities of backing out of their obligations.

The other type of document that is of potential importance comes from the debris of the personnel administration. The temples kept precise registers of their dependants, complete with date of birth and death, not only in the Neo-Babylonian period. Relatively little has been done on this type of material, we can do little more than give an example of the potential importance of the information contained in it for the subject, though it will also illustrate that the interpretation of this evidence is not always straightforward.<sup>2</sup>

*širku* is in the Neo-Babylonian period the general term for a dependent worker, male or female belonging to a temple. In itself the word suggests that such a person has been presented to the temple, but the position is hereditary, and it is also possible that the temple buys people and turns them into *širku*'s. For our subject it is of some significance that the temple could function as a kind of repository, or rather dump, for people, i.e. slaves, no longer required by their owners. Slaves are presented to the temple, or rather the owner puts the brand of the god on the slave, but generally on condition that they first serve their owner until he or she dies. In practice this means that the slaves are transferred to the temple when they are old and worn. Also for declassed free persons the temple could be a last resort. As far as I can see there is in this period only indirect evidence concerning free persons transferring themselves to a temple. Self-transfer as a result of general social and economic deprivation is not identical with individual loss of freedom as a result of debts to the institution. This phenomenon is well attested in Uruk. If the temple could fulfil the function of a social safety net than that is certainly a support for Prof. Wilcke's assertion during the Leiden meeting, that the temple could pay social wages (see his paper). I retain, however, my doubts, as the temple will have required a *quid pro quo*, cf. section V 1. Within limits, the temple's social role must, however, be accepted.

<sup>2</sup> Cf. section V 1.

## 2. *Private archives*

In general it is advisable to differentiate between the private archives of those who belonged to the prebendary families attached to the sanctuaries and those deriving from what might be called the commercial families. This does not mean that members of the prebendary families who obtained at least part of their income from their share in some temple function, did not engage in commercial activities. It is a fact that for both groups matters relating to property are of prime importance. The prebendaries probably had to reckon with the additional fact that those who wanted to exercise temple functions had to fulfil certain requirements as to descent, also in the female line,<sup>3</sup> which must have influenced their marriage policy. Both groups were well-off, for our subject only documents from the lower tiers of these groups are informative.

Increasing their property and exploiting it, is a prime mover for families of both categories. Of a certain traditional village in the Netherlands it is still said that "de koeien trouwen", "the cows marry". This is meant to underline that especially in a traditional environment wealth marries wealth. Marriage served the property and business policy of the propertied families in the same manner as for instance the royal politician Zimri-Lim sent his daughters for political reasons to the local potentates of the Jezira: the methods are the same, the difference is one of scale and purpose.<sup>4</sup> Marriage was not primarily intended to provide for old age, it sealed existing business links and it confirmed positions in hierarchical structures.<sup>5</sup> There are of course instances in

<sup>3</sup> If we are allowed to generalise from a text like *AnOr* 8, 48, with M. San Nicolò *AnOr* 6 (1934) 191-3.

<sup>4</sup> A similar use of a Neo-Babylonian royal daughter is found in Evert, *Ner* 13, sadly a fragment, according to which a princess marries the *šatammu* of Ezida. The political nature of the marriage is underlined by the date: the first day of the first full regnal year of the usurper king, her father.

<sup>5</sup> A good example of the confirmation of business links through marriage is the marriage link between the Nûr-Sîn and Egibi families confirmed by the transfer of a considerable *nudunnû* by the father of the bride to the father of the groom, C. Wunsch, *Die Urkunden des babylonischen Geschäftsmannes Iddin-Marduk. Zum Handel mit Naturalien im 6. Jahrhundert v. Chr.* (Groningen, 1993) (quoted here as C. Wunsch, *Iddin-Marduk*) no. 209, cf. no. 137. The role of a suitable marriage for the hierarchy of the Ebabbar temple in Sippar is stressed by H. Bongenaar in his dissertation *The Neo-*

which "care" plays a role in marriages in what might be regarded as the lower fringes of the propertied families. But in these cases it is sometimes clear that it is not the care required by either of the partners that is the reason for the marriage, but the care required for a member of the older generation.

The position of married women in propertied families in the Neo-Babylonian period has been studied so intensively by M. T. Roth that her contributions have acquired almost a separate source status. In several respects we can refer to these publications and leave certain questions undiscussed.<sup>6</sup>

3. *A first generalisation: normal care is identical with having a wife and a son*

The point of departure is M. T. Roth's proposition to regard Mesopotamian marriage in the first half of the first millennium as a marriage of the "Mediterranean type": a man marries, perhaps in his middle to late twenties, a girl who is some ten years younger. This is compatible with the strategic considerations discussed above, for Ms Roth's deduction derives in part from the very documents left by the propertied families we must use as sources. Confirmation in another social context derives from the somewhat earlier so-called Harran census documents, dealing with a non-urbanised country area.<sup>7</sup> The girl is to provide a son or sons

*Babylonian Ebabbar Temple in Sippar: its Administration and its Prosopography* (Istanbul-Leiden, 1997).

<sup>6</sup> The relevant publication will be quoted at the appropriate places. I must single out here "Age at marriage and the household: a study of Neo-Babylonian and Neo-Assyrian forms", *Comparative Studies in Society and History* 29 (1987) 715-747 and *AOAT* 222, already quoted above, in footnote 1.

<sup>7</sup> It is perhaps relevant to stress that this does not automatically mean that the nature of marriage does not differ considerably between the propertied urban families and the agrarian country dwellers. In the country the labour aspect of the marriage will have been more important than for the rich town dwellers. It is regrettable that we know little about the marriage arrangements of the institutional dependants. Everything points to the fact that these were stable, though the *širku*'s do not have the family names by which Neo-Babylonian propertied families were known. The Sippar text BM 63910, Berlin 1429, is the only formal marriage document dealing with *širku*'s I know of. A *širku* addresses the *qēpu* and the *šangu* for a female *širku*, probably on behalf of his son. The text is damaged. Beyond the fact that she will be a proper wife, *dam*, the text is too damaged for further conditions to be recognisable. Only what remains of rev. 4' could suggest that a recognition had to be paid to the institution. This is of some impor-

and as she will survive her husband she will be able to care for him. In turn she will have a full-grown married son caring for her. A secondary fact of some importance is that, at least in the propertied families, a certain amount of wealth is transmitted in practice in the female line. In the propertied families wives do not only possess what they receive from father or husband. A marriage according to this plan solves the issue of care, at least if there is a son. If not, there is a problem. If there are only daughters, male members of the father's family will have designs on the inheritance. If there are no children or daughters only, a situation may arise which leads to special arrangements, i.e. documents.<sup>8</sup> But it would seem that there is no doubt for the parties concerned about the correct manner in which property will or should move to the next generation.

#### 4. *A second generalisation: stick to your property*

The documents deal with property. A normal Neo-Babylonian dies intestate. Testaments are rare and therefore a sign of trouble. It almost seems as though our Neo-Babylonian implicitly adheres to the form of popular wisdom inherent in one of the minor themes of Dutch seventeenth century art, but certainly also found in other traditional well-to-do contexts: "rijke kinderen maken arme ouders", "rich children make poor parents". This means that it is unwise to transfer one's wealth during one's lifetime, as children will not fulfil their obligations towards their now destitute parents from whom they now have no further expectations. The poor parents are shown with a begging bowl at the threshold of the richly bedecked children.<sup>9</sup>

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tance if it could be confirmed by further material. If the authorities, acting as if they were the parents had to give permission, and if something had to be paid for the bride, we have clearly a different type of marriage at this lower social level. The final clause could, however, be one mentioning a fine in the case of a dissolution of the marriage. We will see that paying for a bride is not completely unknown in the period.

<sup>8</sup> See below e.g. section V 2 d).

<sup>9</sup> The theme is illustrated by a well-known print of Claes Jansz. Visscher, and by a number of paintings, but all over North-Western Europe, at least, interpretations can be found. On the theme cf. the exhibition catalogue *Die Sprache der Bilder*, Herzog Anton Ulrich-Museum (Braunschweig, 1978) no. 13. The theme is of course not consistent with another "traditional" arrangement, especially in farming communities, which allows the old farmer to withdraw to a contractually guaranteed parental share when the farm is transferred to the eldest son.

The retention of property by the father is related to the very practical problem of the status of his sons, even his married sons, during his lifetime. Time and again it is clear that fathers in practice had a considerable grip. They receive and retain for their own ends the *nudunnū* of their son's wife, that sometimes seems to be the considered intention.<sup>10</sup> At least under some circumstances, fathers appear to be able to dictate the course to be followed, even in marital affairs, after their own demise.<sup>11</sup> A son marrying without his father's consent is in for trouble. That even contemplation of such an action was possible at all, is in the case documented to all likelihood the result of the exceptional status of the father.<sup>12</sup> Under normal circumstances a son does his father's bidding. He has to care for his father, that is more than a moral prescript. In all periods there seems to be no problem with the fact that the son acts for the father, even in what we would regard as an official capacity, especially in routine matters like the receiving of government dues or rents. A son writing a document according to which his father undertakes some obligation is not abnormal either, in commercial circles it is standard practice. The son as a junior partner<sup>13</sup> is not uncommon. The general structure of business allows for practical transfer with retention of all rights. The senior could be old, but he probably could not be decrepit or senile. I know of no case in which a person is deprived of his

<sup>10</sup> A good example from the Egibi family is the text quoted in note 4.

<sup>11</sup> Cf. below section V sub adoption.

<sup>12</sup> In *Cyr* 312 (11 V *Cyr* 8) a *ša rēš šarri* — who according to accepted opinion need not be an eunuch in a Babylonian, in contrast to an Assyrian, context — complains before the highest judges of the land that the *ša muhhi bitānu*, a high palace official, and a subaltern of his, the father of the woman involved, have made a marriage contract for the marriage of the daughter of the subaltern and the son of the *ša rēš šarri*. The outcome is not completely clear as the document is damaged, but it seems certain that the document is declared invalid. For a possible restoration cf. A.L. Oppenheim, *BASOR* 93 (1944) 14. The position of the people involved cannot be compared to that of the propertied classes with which we are dealing. Whether an eunuch or not, a *ša rēš šarri*, rich and influential though he might be, is basically a king's man, an eunuch is probably formally unfree. What has occurred in *Cyr* 312 is exceptional. It is questionable whether the "father" was the real father and whether, as with the *širku*'s, a superior could not act *loco parentis*. But it should be noted that the plaintive won his case.

<sup>13</sup> A good example is BM 74838, now R.H. Sack, *Neriglissar — King of Babylon* (= *AOAT* 236; Neukirchen-Vluyn, 1994) no. 100, in which two fathers each provide a son with the means for a joint venture.

formal legal capacity to act on account of senility. However such a case might lurk behind a document in which sons or inheritors divide paternal assets against the promise to provide sustenance for the father, who is obviously still alive.<sup>14</sup>

Under normal circumstances fathers retained their rights to their property, and even if there were no other reasons deeply embedded in traditional society, that was sufficient to retain their grip on the sons, thus securing "care" in normal circumstances. There are only a few documents showing men in trouble.

##### 5. *Wives and their entitlements*

In the Mediterranean marriage system the mother, especially in widowhood, has an important position. In Neo-Babylonian propertied circles that position is bolstered by previously granted enforceable entitlements. By accident we are provided with an additional "theoretical" source providing information which can be tested against the evidence of the practical documents. Section 12 of the so-called Neo-Babylonian Laws,<sup>15</sup> an in general poorly preserved document of uncertain status, but formulated in a manner which suggests formal law, deals with a woman in the unenviable position that her husband has died and that the couple have no children. The husband has received the wife's *nudunnû*, her share in her parental assets. It is stipulated that the woman will receive the equivalent of the *nudunnû*, and in case she has been assigned a *širiktu* by her husband, that is a formal gift or settlement, that too must be transferred to her. If these conditions are ful-

<sup>14</sup> I suspect that a background as described is possible for the Old Babylonian text *PBS 8/1 16*, quoted by M. Stol in his contribution under the heading "sons support their father". The division of parental chattels during a father's lifetime documented there, is rare in the extreme. I would hesitate regarding this as a "Verfügung von Todeswegen". The other text quoted by Stol under the same heading does not mention the division of parental possessions and I am not absolutely certain whether the payments mentioned by this text are intended to be repetitive. The promise not to change conditions could easily refer to a once-only payment.

<sup>15</sup> G.R. Driver and J.C. Miles, *The Babylonian Laws II* (Oxford, 1955) 342-4, cf. M.T. Roth, *AOAT* 222, 31f. Stol has kindly pointed out to me H. Petschow's generally forgotten contribution in *ZSS* 76 (1959) 37-96, especially 83ff, which more or less arrives at the same conclusions as Ms. Roth formulates.

filled she is quit, *aplat*, "paid in full", which means that she has no further claims.

This seems to be in accordance with "custom" as documented by the practical texts. The evidence collected by Ms Roth on the status of widows<sup>16</sup> clearly indicates that contemporary opinion fully accepts that the *nudunnû* and the *širiktu* belong to the widow, immaterial of whether she has children or not. The *nudunnû* is better documented than the *širiktu*. Informal arrangements will have worked in general against the woman, as proof was a problem.

A third stipulation in section 12 of the "Laws" is particularly relevant for the question of "care", but less credence can be attached to it: "if she has no *nudunnû* the judge can assess the assets of the husband and give her proportional to them".<sup>17</sup> No document actually illustrating this proposition is available,<sup>18</sup> and until evidence is forthcoming, this clause which at first sight seems to be a general measure providing care for a group of people bereft of sustenance, should be regarded with scepticism. It should be noted, however, that what remains of the text otherwise seems to be of an eminently practical nature.

The *nudunnû*, even though it is a tool in the business strategy of the commercial families, is a settlement on which a widow can fall back, even if it was originally received by her father-in-law. The fact that it may have been used in business operations which proved unprofitable, and so may have lost part of its value, seems to have been one of the accepted risks.

In propertied circles the fact that the marriage was subordinated to business requirements meant that the stipulation of a *nudunnû* was a *sine qua non*. If the *nudunnû* remained intact the position of the widow was more or less secure.

#### 6. An interim conclusion

Ageing was not a problem in a normal propertied family, that is: if there were sons. Presumably the higher a person stands on the social

<sup>16</sup> "The Neo-Babylonian Widow", *JCS* 43-5 (1991-3) 1-26.

<sup>17</sup> I accept the reading in IV 24 suggested by M.T. Roth *AOAT* 222 p. 32: 'im-ma<sup>1</sup>-[ar]-ma<sup>1</sup>

<sup>18</sup> I will deal with the text (*Camb.* 273) quoted by Ms. Roth in support of the practicability of the passage below, section V 1.

ladder, the more difficult it becomes to observe the effects of old age, until the moment that it begins to attract attention that the king leaves campaigning to his son.<sup>19</sup> The on first sight sympathetic institution of the "staff of old age" sketched by A. McDowell in her contribution is unknown in Mesopotamia, but, as stated, the son assisting his father in humdrum official tasks is not uncommon. It belongs to the devices by which a closely knit, potentially nepotistic, social group retains power.

The psychological problems resulting from the absence of a son, which would also involve the certainty of inadequate care after death, are beyond our ken. The documents hardheadedly and onesidedly always deal with property. With property and sons people were embedded in the strongest social structure available. Not old age, but other daily problems of immediate existence, unimaginable for an occidental of the twentieth century, would be of a permanent concern.

We must stress that the documentation available covers — in a limited way — only specific groups of the population. Especially the lack of evidence from the lower layers of the free population who earned their livelihood by manual work is regrettable. For them old age or infirmity, coming early, could pose serious problems.

### III. CARE FOR THE ELDERLY: A PROBLEM IN THE NEO-BABYLONIAN PERIOD?

In propertied families care for the elderly cannot have been a problem from the material point of view. Wealth was kept until the very end, the structure of the family and the way business was organised were optimal for coping with the problem. In the Neo Babylonian period we do not find an equivalent of the Old Babylonian *naditu*'s, propertied ladies ex-officio without descendants who were in the position that their property allowed them to bargain with the inheritor who was ready to provide the most. The absence of a comparable group of people in the Neo-Babylonian period reduces the evidence transmitted by document by at least half. Documents available represent special problems or attempts to escape from the normal pattern.

<sup>19</sup> A.K. Grayson, *Assyrian and Babylonian Chronicles* (= TCS 5; Locust Valley, 1975), Chronicle 5, line 1 (p. 99).

There are good reasons for considering the problem of care for the elderly as something of an anachronism, notwithstanding our ignorance. We do not have any basis for population statistics of value for the period. There is no more than a tiny bit of anecdotal evidence, which must be discounted as serious information. *STT* 400 tries to convince us that an old person is 80 and a really old one 90, but that will not receive serious credence.<sup>20</sup> Nabonidus' mother died at 104, we are told, in every respect an exception, if we believe it. In reality we are badly informed. Though there are occasionally letters which impinge on family matters, pregnancy, birth, stillbirth and death go unrecorded, though that should not mean that these occurrences did not influence those concerned.<sup>21</sup> Up to the age of ten the risks were probably enormous. M. T. Roth's estimates of the age of the partners in the "Mediterranean marriage" are no more than acceptable intelligent guesses. We can speculate with confidence that few people could expect to reach the age of forty even if they had passed the ten year boundary.<sup>22</sup>

This should suggest that there were more pressing problems than the idea that old age had to be provided for: it was not a great risk and only for the strongest, those with good health in body and mind. Illnesses in general will have been terminal rather more quickly than we have come to expect and this would mean that the need for long-term care would have been uncommon. The type of ageing that causes physical prob-

<sup>20</sup> This text is discussed more extensively in the contribution of Prof. Wilcke.

<sup>21</sup> The Egibi letter *CT* 22, 6 clearly deals with family matters, the tone differs in no way from what present day people would write. The also otherwise attested simmering friction between brothers is patent. There are occasional Old Babylonian letters informing us about pregnancies with complications, but in general the texts are silent about such questions, they deal with property and entitlements. Silence does not mean that there were no problems. We have problems in estimating the higher tolerance of family grief and discomfort of the ancient Mesopotamians.

<sup>22</sup> A valuable theoretical basis for a discussion of the problem of demography in Ancient History in general can be found in T.G. Parkin, *Demography and Roman Society* (Baltimore-London, 1992), Chapter 2, 67-90. There are, mainly archaeological reasons for postulating a slow but steady increase in population in the Neo-Babylonian-Achaemenid period. If increased fertility is the basis the population as a whole became younger in the period, if an increase in the average life expectancy was the root cause, it became older. A choice is difficult, but not without significance for our subject. We are not dealing with a stable population at any rate.

lems may have started earlier, but the period during which it caused increasing dependency was much shorter. Crudely old age is a problem that solves itself if no special attention is paid to it. But that does not mean that people on an individual basis did not foresee ageing without apprehension.

The cases of the Old Babylonian *naditu*'s documented in this volume by Stol indicate that not having children is the most frequent reason for problems. These women were in general spinsters with a very special spiritual task as regards their family. Spinsters with a more mundane task are less well documented. In the Western world, but probably not always, one of the ways of caring for elderly parents is that one of the daughters of the family remains unmarried and assumes the task. Such a daughter would remain undocumented under Neo-Babylonian conditions. In general female members of the family are grossly underrepresented in the documentation of this period, they appear in general only in connection with their *nudunnû* which most of the time is managed by a male member of the family, husband or son.<sup>23</sup> Even though unmarried daughters may have had a *nudunnû* assigned, it is unlikely that it will have been actually paid: the capital remained in the general family fundus. The spinster daughter as a carer is perhaps more than a mere figment of imagination: but there is little reason why an unmarried female should appear in the documents, unless the property that is assigned to her provides a reason.

The real problem posed by the subject discussed is that it is the little direct information that is available that requires explanation. It is not representative of the way in which the age reacted to the problem: what we find documented is the abnormal. That is the problem of old age in ancient Mesopotamia as a subject of research. Let us investigate the texts and the interpretations based upon them.

#### IV. AN INSTITUTIONALISED REMEDY?

Ms Roth has made the revolutionary proposition that the Neo-Babylonian period created an institutional remedy for the problems of a certain

<sup>23</sup> This is especially well illustrated by the texts from the Babylon Nappâhu family.

category of people without family. She suggests that the vulnerable position of widowed or divorced women without living parents was remedied by the existence of a special institution, called the *bit mār bānī*, the "house of a freeborn man", which could serve as a kind of refuge.<sup>24</sup> The texts suggest that it was of some significance not only for women but also for men.<sup>25</sup> Ms. Roth concedes that we need not think of a special building, nor that we must regard the proposition of having to go to the institution as "always .... particularly attractive". In one of the texts quoted, SAM 1588, it is said to be downright unacceptable that an adopted daughter could be disposed of by sending her to a *bit mār bānī*.

Whatever the attractiveness of the institution, if Ms. Roth is correct it would turn the Neo-Babylonian bourgeoisie into the first known providers of a type of general care. That would be much more than a "hitherto unrecognised phenomenon". It is one of the few aspects of Neo-Babylonian marriage where I find it difficult to follow Ms. Roth. The texts collected in support of the thesis are intriguing, but in my opinion they do not form an adequate basis for the solution proposed.

We should start with *Dar* 43. This text does not derive from the environment of the propertied families from which most of the relevant texts come. It originates from the administration of the temple in Sippar, and it deals with dependent personnel as is indicated by the obligations mentioned. The *gugallu* mentioned in the broken first line of the fragment is the ordinary representative of the temple administration at village level. Regular delivery of pieces of textile is, together with the grinding of flour, which is not mentioned in this text, the normal duty of villagers living on temple estates. Of course a widow belonging to this class of people is not allowed to make an attempt to escape from her bond status by going to the house of a free man (*bit mār bānī*), nor is it appreciated if she gives her not fully-free children for adoption to such a free person.

This suggests the real meaning of the course of action called "going to a *bit mār bānī*", which characteristically was not open to the widows

<sup>24</sup> Women in transition and the *bit mār bānī*, *RA* 82 (1988) 131-138.

<sup>25</sup> The new text published by D.B. Weisberg, *NABU* 1993 no. 83, explicitly opens the possibility of sending boys to a *bit mār bānī*.

in *Dar* 43. If you are in difficulties and if you are a free person you could give yourself up to the temple and become a *širku*. That means loss of free status which is not attractive if you want, for instance, to keep open the possibility of a future (re)marriage to a free person. Though texts like SAM 1588 indicate that turning to a free citizen is not a perfect solution for the problem, as the free citizen will pose his conditions, it means that at least you will not formally loose your status as a free person. Such a situation seems to be the background of the passage in the other texts collected by Ms. Roth, though *AnOr* 8, 14 (8 IV Nbk.32) from Uruk<sup>26</sup> possibly deals with people who are not completely free.

In this text a brother adopts a young new-born, the baby of his prostitute sister, as a younger son. That we are not dealing with completely free persons could be suggested by line 21 in which the adopting father states that both his own, elder son, and the adopted younger one will serve Ištar of Uruk. This could indicate that we are dealing with *širku*'s. There is however a complication in the fact that the possibility is left open that the mother of the adopted baby will go to the house of a *mār bāni*. The curious thing is that the *mār bāni* will have to pay a certain amount of silver to the adopting father for his expenditure not only on the adopted son but also for food and clothing provided for the mother, his sister. The implication seems to be that the adopted son will follow his mother: the adoption is not, so to say, "absolute". I do not understand the text very differently from Ms. Roth. The prostitute sister continues to ply her trade, but she will have to arrange an indemnity for her brother if she changes address and goes to the house of a free person. Whether she marries the *mār bāni* or continues as a prostitute is immaterial. The indemnity is perhaps due because the brother loses his income from the sister's activities. Otherwise a better interpretation is perhaps that, because the brother has to provide for the sister as long

<sup>26</sup> The text is dated to Ab/matum, a place in the Uruk neighbourhood, known from slightly later texts as the location of a palace. In a dialogue document, such as this, the socially lower party addresses the socially superior one. Here the brother turns to the sister. Both facts may have some meaning.

as she suckles the child,<sup>27</sup> he is entitled to a reimbursement of this investment if she leaves. The *bit mār bānī* is in the context of this document no place of refuge but a realistic option for the woman concerned.

The old transatlantic join published by both Pinches and Strassmaier,<sup>28</sup> *Nbn* 380+ will be discussed later on. For the question of the *bit mār bānī* the only fact that is relevant here is that, as is remarked in what is probably a pointed manner, the son concerned had been sent by his father to a *bit mār bānī* and that he had found himself a wife there, a widow with a son. As his childlessness is the problem the son may have been drawing attention to the fact that his father had left him no way out but a second class marriage or else, perhaps, to the fact that, the father had not fulfilled his proper role in arranging his son's marriage. There is something apologetic in the remark. As SAM 1588 indicates, turning to a *bit mār bānī* is not done without qualms. That is understandable, for from periods of extreme hardship, for instance, when a town is under siege, cases are known of people turning to others and surrendering their freedom or that of their children in exchange for sustenance.<sup>29</sup>

The new text published by Weisberg<sup>30</sup> stipulates that the freed slave woman concerned can send her sons to a *bit mār bānī* (lines 10-11). I understand this as meaning that she is so completely free that she can allow her sons to go the house of another free person: they are not tied to the house of the former owner.

The conclusion must be that there is no basis for proposition that the *bit mār bānī* is a kind of asylum. Though it is not expressed in so many words, it might have been an alternative for another possibility open to all people in distress, but not actually documented in this period, that of

<sup>27</sup> B. Landsberger, *Die Serie ana ittišu* (= MSL I; Roma, 1937), Tablet 3 III 48, though from an earlier period, seems to suggest that as normal suckling lasts for three years, it involves a certain amount of expenditure.

<sup>28</sup> Th.G. Pinches, *Hebraica* 3 (1886-7) 13f and J.N. Strassmaier, *ZA* 3 (1888) 365f.

<sup>29</sup> But note that in A.L. Oppenheim, *Iraq* 17 (1955) 87-8, 2 NT 297 (line 14), where a mother is forced to dispose of her daughter, she yet seems to stipulate that the child will be fed properly. The clause is exceptional when compared to what is found in related documents. People want to leave open the possibility of buying back their relatives.

<sup>30</sup> Cf. note 21.

turning to the temple. But that inevitably meant loss of one's free status.

## V. DOCUMENTS: THE PERSONAL AND THE ANECDOTAL

### 1. *In an institutional context*

We must accept that the temples could function as repositories for people who no longer envisaged the possibility of an independent existence, or, and this is also a form of "care for the elderly", for slaves who are assigned to the temple preferably after the death of their master or mistress. In a way this is perhaps more humane than an outright grant of freedom,<sup>31</sup> which could be identical with simple abandonment if the slave had reached an advanced age. The question is, however, in how far the temple actually fulfilled a social role. During the Leiden meeting Prof. Wilcke advanced his reasons for proposing that the temples paid social wages to those who could no longer work and, this is perhaps the essential point, had no family, as is explicitly noted in *CT* 9, BM 21348 II 17-8. I feel less certain.<sup>32</sup>

The institutions had strict systems of book-keeping, of which but fragments remain. In theory at least any type of work was regulated by equally strict norms. Wages were paid according to a classificatory

<sup>31</sup> There is little sense in providing a list of the texts according to which a slave is branded with the mark of the god by his owner, who reserves his rights for his lifetime or even for longer. Direct documents recording such a gift are not available as far as I can see. We are only informed of the fact by documents dealing with later complications.

<sup>32</sup> The passages quoted from the Ur III text *CT* 9 BM 21348 deal with unnamed mothers of named children whose work during 30 days needs not be accounted for. This could suggest some kind of special suckling leave. Similarly there is an old man, without children, for a period of 37.5 days. This is comparable to the periods during which in the Neo-Babylonian period sick workers received wages, see below. These are temporary measures. It should also be noted that formally these days are granted to the foreman: he needs not show work by the persons concerned for the period mentioned. I would consider the possibility that the *dumu nu tuk u* said of the old man means "who has no son to do the work for him", and that the lack of a son in itself is not the reason for the leave granted. If a son did the work the fact would not be mentioned in the account. Any Near Eastern excavator will know that workmen send their sons and brothers expecting that their inexperienced efforts will still be remunerated at the skilled rate.

system which linked the wage paid to the extent to which the worker was considered capable of fulfilling the norm. For the supervisor responsible, the amount of work to be done, the labour force and the amount of wages made available, were closely related. In Neo-Babylonian times the system was perhaps less strict than in earlier periods, but the basis of the system which made each supervisor responsible with his own private assets for wages paid and work accomplished, was still intact. That the system was not working perfectly transpires from the attempts at privatisation. It is certain, however, that no foreman had anything to gain by having a person on his books who was not able to fulfil his quota. In such a system there is in principle no place for people whose presence is based on their need for care, certainly not in the long term.

There are of course forces pulling in the opposite direction. There are signs of shortage in manpower which, no doubt, compelled authorities to make do. This opens the possibility that people (re-)appear on wage lists in periods when labour shortages are pressing. Yet this can not be accepted without further proof. There are clear signs that hirelings from outside the organisations, just like the soldiers for the royal levies had to be able bodied, neither too young nor too old. The manner in which institutional labour was organised and the way in which it was accounted for, made the system in principle unsuitable to serve as a social safety net. That the rigor of the system is tempered by a degree of corruption is another matter.

The system is not completely devoid of compassion, but the compassion is calculated. Payments to sick or injured personnel are attested.<sup>33</sup> People are the property of the institution, they are an asset and represent value, especially because labour was in relatively short supply. But they become a liability when they are no longer able to work. For the period I cannot answer the question of what happens when people are no longer capable of doing their work. Are they booked out otherwise than by death? Individual death and booking out documents are of course known from the Ur III period. The booking out is primarily in the institutional interest: the foreman is not allowed to pocket the

<sup>33</sup> M.A. Dandamaev, "The sick temple slaves' rations in Babylonia in the sixth century BCE", *Eretz Israel* 24 (1993) 9\*-21\*.

wages becoming available by the disappearance of the worker. Booking out would mean on the one hand the end of payments, on the other it signified the end of the imposition of tasks. It meant that a person would have to fall back on his family, unless the reason was death. As the ordinary agricultural worker was married in this period, the institution will have shifted the burden of people unable to work to their family. But what about those without family? There seems no evidence about booking out in the available texts.

Some idea about the reality of the situation is suggested by a group of texts concerning ploughmen.<sup>34</sup> An elite of the institutional peasantry consists of the men of the plough teams, in theory four men, who are provided with four oxen and two cows, the latter for keeping the teams up to strength. The female members of the families of the ploughmen are, as a rule, not included, though, presumably, in practise they served a similar purpose. The reason is probably that these females were registered separately as general labour or, perhaps, as belonging to the work force in the textile industry. We know that the rural population had to deliver a fixed amount of textile annually to the institutions to which they belonged.

In the plough teams it is clear that men are less of a problem than oxen and that a plough team not uncommonly consisted of members of one family, sometimes nuclear, often extended: a father with his sons, the elder brother with his juniors and possibly a son. Sometimes the relationship cannot be established or it is clear that outsiders are involved. The position in a family based team would seem to be hereditary, and teams not uncommonly contain more or fewer men than are strictly required. The senior member of the family serves as the head of the team, the *errešu*. One of these head ploughmen is the head of the next higher unit, the *eširtu*, literally "group of ten", which exists for several different occupations on a local basis and therefore, in practical life, may contain more or fewer units than ten.

CT 56 794, from Sippar, date lost, but certainly belonging to the period discussed here, is a fragment of a big ledger sufficient of which remains to indicate that it groups agricultural workers belonging to

<sup>34</sup> I would like to thank H. Bongenaar for permitting the use of some of the unpublished texts.

plough teams in *eširtu*'s. The text uses a kind of shorthand terminology. A person classified as able bodied and capable of work is entered as a *lú*, presumably short for *lúerim* 2, "worker", younger people are *dumu* 4, 3 or 2, "four, three or two year old", which actually means "in their fourth, etc. year", still younger is the *lútur*.<sup>35</sup> Classification is according to age. In this case five year olds are counted with the work force, which is understandable, for at that age the boy can walk with the oxen during ploughing: working life starts early, but that is nothing new. From this moment onwards the administrators are no longer interested in the exact age of agricultural workers. It should be noted in passing that this does not mean that the age of team members later in life was not known, only that it had little practical meaning.

The question is what occurred at the other end of the age scale. In column III (lines 11-14) we find an under strength plough team consisting of a man, his son and his brother. The son and the brother are qualified as *lú*, the first man, the head, is called *lúŠI*. This definitely does not mean, (with a possible reading *ig i*), "head", for such a person would be called *engar*, and the term does not occur with all the leaders of teams. The man cannot be the head of an *eširtu* either, for such a person would lead the first team of the group. The term must be understood as shorthand for *lú ſi<-bu>*, "old man".<sup>36</sup> In the same text we find the same expression in the only more or less complete summation of an *eširtu*, col. II lines 8-11: "four old men, 29 of working age, seven young boys, five persons not seen (at the inspection), six (the number can be calculated with confidence) run away, one cripple (*hummuru*), one blind (IGI.NU.TUK), in total 53". It is not clear how many teams this *eširtu* had to field, and therefore what the position of the old men was. In the case of the incomplete team mentioned first, it could be argued that a person who was actually too old for work still had to continue and was even in charge. It should be noted that the handicapped are listed separately from people classified as old, but they too belong to the plough team organisation, which at the root is family-based, even

<sup>35</sup> The possibility that children are classified according to their length in cubits, as occurs in certain systems, can be discounted here.

<sup>36</sup> Stol points out to me that W. van Soldt has commented on the same phenomenon in a slightly different context in the Middle Babylonian period, in *JAOS* 98 (1988) 499b.

though, inevitably, outsiders are sometimes included. Appearance in the list means a task and "wages", what occurs when a person is no longer on the list is unclear. The likely conclusion must be that the individual has to fall back on the family.

In practical terms the position of an old man will have differed according to the circumstances of the moment. In BM 75601, unpublished, likewise dealing with plough teams, we find one well-provided team consisting of seven men (*erim<sub>2</sub>*). Of these two are qualified as *śi-i-bi*, a term which, in passing, is also used for an ox in line 12'.<sup>37</sup> The term therefore indicates a reduced capacity for work. But there still remain five able bodied workers where only four are needed. In such circumstances it is unproblematic to classify two out of seven men as "old", which has the additional benefit, from the institutional point of view, that rations can be reduced.

Though certainly requiring a more systematic study, the fragmentary material dealing with the common people, suggests, rather obviously, that being called a *śibu*, "old man" may have various reasons and consequences, depending on the situation of the moment. In general we can be certain that the dependent institutional personnel in the countryside lived in families. We know little about these families beyond their contacts with the institutional authorities. Even though it is clear that instances of care displayed by the authorities are not of an altruistic type, it would seem that the manner in which authorities protected institutional assets in practice meant "care" for their subjects.

We have already referred to *Dar* 43 in connection with the *bit mār bāni*, passage. Authorities wished to reserve their rights over the widows of their subjects and especially on the male children. Somewhat similar is the case in *Camb* 273 (21 I *Camb* 5). This is not an example of a court granting rights to a widow, as proposed by M. T. Roth.<sup>38</sup> The woman concerned is not the widow of a high ranking official, the

<sup>37</sup> Though this is not the place to discuss the matter, it is of some relevance that in cattle terminology the terms which are used for cattle that is considered as too old, is also used for younger animals that are regarded as less suitable. But not all cattle classified as "old" are automatically removed from the teams. As long as the animals appear in the lists some useful work is expected from them, otherwise no fodder would be spent on them.

<sup>38</sup> *JCS* 43-5 (1991-3) 22-3.

Šangu of Sippar.<sup>39</sup> She is a širku placed under an injunction not to leave her young sons before they are grown up. She is not a free person. But she certainly retains a roof over her head.

Unusual are two documents from Sippar, no doubt regarding širku's, which share the fact that the highest administrators of the temple are present, thus suggesting that administrative sanctions will uphold the arrangements. In each text a husband is obliged to make sufficient arrangements, specified in detail, for the upkeep of his wife, in both cases explicitly qualified as a dam. In one case a child is included: *Nbn* 113 (17 VI *Nbn* 3) and *CT* 55 133 (prosopographically *Nbn-Cyr*).<sup>40</sup> There is no indication that the wives concerned are elderly, but the texts are at any rate a rare indication that authorities were sometimes concerned about maintenance facilities. But the prime intention was to serve the interest of the institution.

## 2. *In propertied circles*

A few documents can be quoted, all of them exceptional if the preceding generalisations are accepted. As the documents remain isolated, without proper archival context, their real meaning can often not be assessed with confidence. The evidence is anecdotal at best.

### a) Arrangements with outsiders: freeing a slave

The documents only rarely show a propertied man in problems. Such is definitely the case in *Nbn* 697, recently included by C. Wunsch in her book on Iddin-Marduk,<sup>41</sup> a text which has been discussed many times. The text illustrates the limits of our understanding even in cases related to well-documented families. It belongs to the documents of the Nūr-Sīn family which through the marriage of Nuptā, daughter of Iddinā-

<sup>39</sup> This is clear from M. San Nicolò, *Beiträge zu einer Prosopographie* (= *SBAW* 1941/II 2, München, 1941), and amply confirmed by H. Bongenaar's dissertation. His collation of *Camb* 273 confirms the interpretation given.

<sup>40</sup> As Stol gives the amounts of food mentioned in maintenance clauses in the Old Babylonian period it is perhaps useful to list what is mentioned in these texts. *Nbn* 113 gives (for a mother and a son): per day four litres of bread and three of beer, and per annum 15 mina, or 7.5 kgs. of wool, 36 litres of sesame (probably the unprocessed seed) and 36 litres of salt possibly, (the copy seems to give DA) inclusive the cress, or otherwise 24 litres of cress? *CT* 55 133 (a woman only?) daily amount of bread lost and 4 litres of beer, annually 3 litres of oil, 12 of salt and 6 of cress.

<sup>41</sup> *Iddin-Marduk*, quoted here in note 5, no. 211 with earlier literature.

Marduk s. Iqišā Nūr-Sīn ended up in the Egibi archive. The text tells us that Iqišā s. Kudurru Nūr-Sīn, so probably a member of the wider family, but not identical with the Iqišā, who was the father of Iddin-Marduk, had freed his slave Rēmanni-Bēl, alias Rēmūt, with the stipulation that Rēmūt had to provide his former master with food and clothing. The freed slave had not fulfilled his obligations, but the wife of Iddin-Marduk and her daughter Nuptā had provided for Iqišā, who rescinded the manumission of the slave and transferred the ownership to, first, the caring mother and after her death to the daughter. How a freed person could be returned to unfree status by a private act, without interference of any public authority is an old problem.

Several possibilities arise varying from the suggestion that the document is no more than the creation of an opening for the two ladies to try their luck in court, to the other extreme that the two ladies had cared for Iqišā in such a manner that the slave had not got the opportunity to fulfil the conditions and in consequence remained their property through ordinary inheritance. The most likely interpretation is that it proved, as usual, unwise to start by making concessions, and that Iqišā was lucky in that he could fall back on relations. Little is known about his financial circumstances, he otherwise has left only a debt note.<sup>42</sup> He had definitely not adopted his freed slave.

A Neo-Babylonian adoption of this type suggests another motive, though this is not stated explicitly. In BM 78543 (25 I Cyr 8) a man seals a document granting manumission and adoption to a person who is made a younger son, there is already an elder son with a younger brother. This situation, though unexplained by the text, which tells us nothing about the background of the adoptee, suggests the legitimising of a son by a slave girl.

#### b) Wills<sup>43</sup>

The available Neo-Babylonian texts do not use a specific term for "will". The contents of some documents warrants the use of the word, however: someone disposes of his property *in toto* while still alive. I

<sup>42</sup> He occurs a number of times as a witness, a mistaken use of a wrong family name in a document is formally rectified and there is the debt note.

<sup>43</sup> McEwan, *BSOAS* 47 (1981) 211-227 deals with this subject for the period after the one I am concerned with here.

cannot relate the few wills from the Neo-Babylonian period directly to the problems of old age. The "testament" of Itti-Marduk-balātu s. Nabū-ahhē-iddina Egibi<sup>44</sup> is according to the editor, with whom one can only agree, to be explained by the fact that the testator had to undertake a visit to the royal court in far-off Ecbatana. He intended to prevent a raid by his family on the assets of his wife and children if anything untoward should happen to him. It is remarkable that the document was not destroyed after his safe return as there was a very specific reason for the drafting of the document, which had now disappeared. All property is stated actually to have been transferred, there are even two tablets.<sup>45</sup>

The background of the damaged text BM 55784<sup>46</sup> is not known to me. As far as can be made out, the inheritance is assigned *en bloc* to two sons, two daughters and, in last position, a wife. The lack of specification of individual shares makes the document problematic, for the persons concerned would be the natural inheritors, unless we speculate about a second marriage in combination with the adoption of the children of one party by the other, or else that especially the position of the female members of the family required protection, for instance because the sons were still extremely young. As in the case of the testament of Itti-Marduk-balātu we should probably be thinking of a young family.

The background to Kohler-Peiser, *Rechtsleben* II p. 20-1<sup>47</sup> (16 IV Nbn 14) is at least partially explicable. A man divides his possessions. There are two sons who are assigned their shares. The elder gets a prebend, the younger a prebend and a piece of land. This is not uncommon. But the man also assigns his outstanding debts, and his runaway slaves, to his mother and his two sisters, of whom it is clear that they are not yet married. A house had already been assigned in an earlier document to the mother of the man. His two sons received the right

<sup>44</sup> Found and published by C. Wunsch, *Iddin-Marduk*, text no. 260.

<sup>45</sup> The question of originals and/or copies in the Egibi archive deserves a systematic study.

<sup>46</sup> Kohler-Peiser, *Rechtsleben* IV 20 (=Bertin 2692-3).

<sup>47</sup> There are two copies, the best of which is Bertin 1547-8, the other is the basis of the edition by J. MacGinnis, *AfO* 38-9 (1991-2) 86-8 no. 6. The document is probably a retroact in the Babylon Nappāhu archive.

to live in the same house. The grandmother is stated to have consented to the transfer to the (grand)sons of the prebends which had been assigned to her earlier. She also promises to assign a *nudunnū* to her two daughters, the man's sisters. The wife of the man, the mother of the boys, is not mentioned and is probably dead. The document may be occasioned by the impending demise of the man. The central figure seems to be the grandmother, who does not seem to require care: the worries concern her daughters and grandsons.

The reasons for the badly damaged VAS 5 129, Sippar, (2 XII [Cyr 3]),<sup>48</sup> a document mentioning Mišātum, daughter of Marduk-bēl-ilāni Rē'i-sisē have perhaps a more direct bearing on our subject, as the document appears to deal with a second marriage in which the wife seems to have adopted the two sons of the husband, though that is really clear only concerning the eldest. The situation at any rate seems to have necessitated further arrangements. The elder son apparently receives land and a prebend, the younger son at any rate some land, and the wife the (or a?) house in full possession and the usufruct of the land ultimately destined for her adoptive sons. This might rather be an attempt to secure the position of the second wife than a real testament involving all the property of the husband.<sup>49</sup>

Only the contents suggest that *Cyr 277* could be interpreted as a will and again the background is clearly exceptional. A son assigns, with the habitual reservation for his own lifetime, all the property he has inherited from the father and the mother of his obviously deceased mother to his father. This could very well be a *donatio mortis causa*, though nothing specific is known about the backgrounds. The explicit mention of the fact that the son has received not only his grandfather's but also his grandmother's property through his mother illustrates the

<sup>48</sup> Cf. M.T. Roth, *JCS* 43-5 (1991-3) 10, for an interpretation which differs slightly in details.

<sup>49</sup> The document is possibly preserved as a retro to VAS 5 60, together with VAS 5 135, in which Mišatum acts together with the younger son. It probably belongs to the archive of Marduk-rīmanni s Bēl-uballīt Sāhit-šamni. She sells the house mentioned in VAS 5 129, possibly under duress in view of the persons present. The position of Mišatum would be even more complicated if she is identical with the Mišatum, no further information, who in *Cyr 368* invalidates the adoption of a (real) son by another person. These isolated documents are of little help.

fact that property was transferred both along the male and the female line to both sons and daughters. That a father is made a son's inheritor is remarkable, whether the mother's family agreed is another matter. Comparable is the case represented by VAS 5 54 and 143, Borsippa, Nanaḥu family, (26 II Camb 7) where a daughter assigns the property her mother has given her, and a share in a still undivided paternal prebend to her mother. Here again the term "will" could be appropriate.

c) Arrangements with a daughter

We cannot be sure that there was no son in what I tend to regard as "spinster-daughter as carer" arrangements, though unequivocal proof cannot be brought forward. In VAS 5, 21 (10 XI Nbn 2) a father is stated to be ill, his brother is said to be unwilling to provide for him, and only after that(!) follows a statement that his son has run away. One might ask: does this perhaps refer to an adopted son for whom the burden has become too heavy? The reason is not clarified. A daughter is asked to provide for the father. She is to receive his assets, prebends. This is a clear case of interfering with the normal course of events, for which the failings of the two persons directly involved are made responsible. The status of the daughter is not elucidated, whether she is married or not seems to be immaterial in this case.

The unpublished text BM 54063<sup>50</sup> (Kutâ, 22 III Xer 4), suggests a somewhat different type of arrangement, this time with a real spinster daughter. A father assigns a daughter a share in a house and a small piece of land, both in adjacent to similar assets said to belong to the *nudunnû* of her two sisters. It is not unknown for (younger) sisters to receive a *nudunnû* when their (elder) sister marries, but the terminology indicates something different: the word *nudunnû* is not employed and *kanāku* and *pani* PN *šudgulu* thus suggest another type of complete transfer, even though the father stipulates that as long as he lives he will enjoy the house and the land. A slave included in the bargain also will have to serve him up to that moment. Thereafter he too probably will be the property of the daughter. A damaged passage probably indicates that the daughter is not allowed to alienate the property before the father has died. The husbands of the two sisters are present as witnesses

<sup>50</sup> Berlin 2852-3.

and on top of that the special assent to the arrangements of one of the two is noted separately. This suggests again that the document changes the normal or agreed pattern of things. There probably were no sons, and rights and responsibilities were probably vested with one of the sons in law. We cannot see whether he, for instance, was a brother's son of the father or stood in some other relation to him. The arrangement seems to grant an unmarried daughter, rarely documented in this period, a special position.

We can add one other potential spinster daughter, this time, however, an adopted one. The Sippar fragment BM 61737<sup>51</sup> was published by M. T. Roth in connection with her study of the *bit mār bāni*. The adopted daughter who is to care for her "mother" is obviously unmarried, she will have to indemnify her "mother" if she leaves for a *bit mār bāni*, that is if she changes her status.

An indirect illustration of the same phenomenon is provided by *Nbk* 101 (9 VIII *Nbk* 13), a text which is also of interest for other reasons. It is exceptional in that a daughter is not given to a husband accompanied by a *nudunnū*, in this case provided by the mother, but that the groom pays the mother a certain amount of silver and adds a slave as a replacement for the daughter she loses. For once we might think of a romantic marriage. It seems clear that the mother had destined her daughter to be her carer and that she was unwilling to release her without compensation.

The question of unmarried daughters as carers is of some importance for the question of the structure of the Neo-Babylonian family. Whether in principle everybody married or not is not a problem to be posed here. More serious is the question whether giving a *nudunnū* with the bride is not primarily a question of belonging to a propertied social group. In another social group the wife to be, valued as labour, merited payment to the natal family. *Nbk* 101 seems to be an isolated document in the Neo-Babylonian period.<sup>52</sup>

<sup>51</sup> *RA* 82 (1988) 134.

<sup>52</sup> Paying for a bride, whether the payment will be used to secure her position is life, or for buying her brother a bride, and receiving a *nudunnū* is not automatically exclusive. On the occurrence of both habits in one period with an attempt at explaining the situation cf. K. Grosz, "Dowry and bride price in Nuzi", in *SCCNH* 1 (1981) 161-182.

## d) Acquiring a son: adoption

Listing cases is not useful here, as some can be found in other sections. There is little difference between adopting a baby or an adult, but a baby cannot practically care for an adopter, so those needing care will automatically adopt an adult. We may assume that there is in general some family tie. In many cases sons will have died and a gap has to be filled, but there may be also other compelling circumstances of a different nature.

A typical simple sustenance adoption is *VAS* 5 47 (11 III Camb 3), involving two members of the Babylon Nappāhu family. The adopter transfers the right to his assets consisting of debt notes and a house which he holds as a pledge for one of the debts, in which he lives, to the adoptee, who is probably a member of the wider family, at any rate bears the same family name. In exchange, the adoptee promises to provide on an annual basis 360 litres of barley, four tuns of "beer" and a piece of clothing. This is not the complete income of the adopter, for he reserves his rights to the income from the debt notes until his demise. Though it is stated that one of the debt notes is in the name of the wife of the adopter, her rights are more implied than stated.<sup>53</sup> This transpires from *VAS* 4 79 (19 VIII Camb 5). In the meantime the adopter has died. The adoptee concedes the widow, who incidentally is not indicated as his "mother", a share in the debt note for which the house was taken as a pledge. She receives a certain amount of silver in lieu of her sustenance (ŠUKU), which suggests that she was included in the arrangement made by her husband. She retains a part of the house, at least that is to be concluded from the fact that the adoptee only gets a wing of the building. The same day according to *VAS* 4 78, an oath by the widow concerning her husband's household goods is recorded, with the promise that on receipt of the silver she will not require anything else from the adoptee. The husband had arranged his affairs virtually in such a manner that he obtained additional income, but his widow is left with the trouble. It should be noted that she is even suspected of hiding assets: *VAS* 4 79, lines 19-20.

Very specific circumstances are evident in another adoption. The text concerns a prebendary and the highest local authority is involved.

<sup>53</sup> This question has been discussed by M. Roth in *JCS* 43-5 (1991-3) 11-2.

*ROMCT* 2, 37, date incomplete but from late in the reign of Nebukadnezar and originating from Babylon, but belonging to a Nippur file, suggests that the adopter is in jail. This fact in itself may be the reason for the measures taken. The first witness is a person who acts as his messenger from jail, and present are three *da-a-a-nu šá ki-li*, "judges of the prison", otherwise unknown. The adopter and his wife adopt his brother's son and transfer a prebend and the complete possessions to the adoptee. If there is a real son the adoptee will take the position of a younger son (if line 10 is correctly understood), and the adoptee will provide sustenance (*ŠUKU.HI.A*) to the adopter, as long as he lives. The *guennakku*, the highest civil administrator of Nippur is present. These are clearly exceptional circumstances. The adoptee would seem to be the, or at least one of the natural inheritors.

The variant of adopting a son and having him marry a daughter has already been mentioned. This well-attested pattern of adoption in Mesopotamia again suggests to me that an adopted son in Mesopotamia does not become a son in the full sense of the law.<sup>54</sup> In the Neo-Babylonian period adoption documents do not mention any ritualistic action accompanying the drafting of an adoption document. A formal pronunciation seems to suffice.

Adoption means that the expected pattern of events is being interfered with and that some of the interested parties may object. A clear case can be observed in the wider Egibi environment.<sup>55</sup> A couple has an adopted son, whether he has married the daughter of the adopting couple or not is not explicitly stated but can not be excluded. The adopting husband dies and his brother claims the inheritance. In vain as it turns out in a court case. The adoption has taken place to safeguard

<sup>54</sup> In passing it should be noted that adoption of children belonging to the family in a wider sense and not primarily intended to benefit the adopter, at least not in an immediately visible way, is not unknown. We have already seen the brother adopting the son of his prostitute sister though he has a son of his own. Nabû-ahhē-iddina Egibi adopts a son of sister though he has three other sons. They, it would seem, do not approve of what father has done.

<sup>55</sup> Nabû-ahhē-iddina served as one of the judges, and he probably had sold the slave mentioned in the case. His son's father in law Iddin-Marduk had advanced silver to the adopting couple which enabled them to buy the house involved, in the buying of which he had acted as an agent. This is a small world. The text is *Nbn* 356 (26 VI *Nbn* 9), it is included by C. Wunsch, *Iddin-Marduk*, as no. 167.

the position of the daughter and to thwart the claims of the uncle, who probably was the lawful inheritor.

That such machinations are not always appreciated is illustrated by the old join between the fragments in the Metropolitan Museum and the BM.<sup>56</sup> The text has already been referred to in connection with the *bīt mār bānī* question. The son had, as his father advised him, obtained his wife from a *bīt mār bānī*. She was a widow with a son. As there would be no children from the new marriage the husband asked his father's permission to adopt his wife's son. The father refuses and lays down that the inheritor of his son has to be an own son, and that otherwise the inheritance has to go to his brother's descendants. The document was no doubt intended for the brother, for it is otherwise hard to see how a father could enforce an imposed arrangement as described after his own death. It will be clear that though adoptions may ostensibly be beneficial arrangements to those involved, they may in reality be felt by others to interfere with existing family rights.

e) Problems with the *nudunnū* and the *širiktu* of married women

This question needs no elaboration. The fact that women had an enforceable right to their *nudunnū* and *širiktu* even if that was no longer a recognisable separate element of the family assets has been argued and adstructed in a convincing way by Ms. Roth.<sup>57</sup> I can only repeat that I know of no instance in which a court assigned a widow a share in her late husbands effects if she had no *nudunnū* or *širiktu*. In the families from which we have documents the marriage simply would not have taken place if no *nudunnū* was paid by the bride's family. Getting your hands on a *nudunnū* is part of the property strategy. Intervention by a judge might perhaps be possible at a slightly lower social level than the one documented. There, maintenance orders are also a possibility. We need more material and must not discount the possibility that at a socially lower level marriage relations were fundamentally different, also from a legal point of view.

<sup>56</sup> Cf. note 28.

<sup>57</sup> "The Neo-Babylonian widow", *JCS* 43-5 (1991-3) 1f.

## f) Excursus: marriages with a problem

A small group of marriage documents which has been included by Ms. Roth in *AOAT* 222 perhaps belongs to this slightly lower social layer. Since a few of the documents throw some light on the care problem they are dealt with here in what is more or less an aside. The documents illustrate that it is not always easy to see who is being cared for. Marriage is sometimes contracted in order to provide for the older generation. These are marriage arrangements with a special background

Among the marriage documents collected by M. Roth in *AOAT* 222 there are several in which a man marries a woman who is qualified as a *SALNAR*, for which a reading *nu<sup>2</sup>artu* is suggested.<sup>58</sup> That *SALNAR* indicates a certain status, or even "function" is made clear by BM 64026.<sup>59</sup> The woman qualified with the term is the unmarried mother of the daughter hidden from the authorities. The woman has a past. A particularity of most of the marriage documents mentioning a *SALNAR* is that they, and virtually only they, contain the clause that if found with another man the woman will "die through the iron dagger", that is: she can be killed if caught in the act.<sup>60</sup> The only other marriage document, not mentioning the *SALNAR* but containing the dagger phrase is Roth's no. 2, where a man directly asks a woman to refuse other men access and to become a (formal) wife. This is an extraordinarily blunt, straightforward question, clearly referring to the woman's reputation. We can not be wrong in suggesting that the presence of the dagger phrase or the lack of it in cases in which a *SALNAR* is involved have some connection with the status of the woman concerned.

The phrase is, tellingly enough, not included in the marriage contract if the woman brings a *nudunnū*. The fact that the document mentions the possibility of children also may be of influence. In Roth no. 8

<sup>58</sup> Cf *AOAT* 222, 6-7 for the various writings involved.

<sup>59</sup> Bertin 1730, mentioned by M. Jursa, *Die Landwirtschaft in Sippar in neubabylonischer Zeit*, *AfO Beiheft* 25 (Horn 1995) p. 7 nt. 33. The text states explicitly that the child was conceived by the mother, a *SALNAR* in her status of *nārūtu*: *šá ina na-ru-tum tu-li-du-ma*. This text settles some of the speculation about the meaning of the term. It is an euphemistic variant for the more explicit *hārimūtu* used in, for instance, *AnOr* 8 14:10.

<sup>60</sup> The phrase has been studied separately: M.T. Roth, "She will die by the iron dagger", adultery and the Neo-Babylonian marriage", *JESHO* 31 (1988) 186-206.

(VAS 6 61) the dagger clause is not mentioned, the woman receives a *nudunnū* from her mother, and possible children will share in the assets of the husband. Presence of a *nudunnū* and lack of a dagger is also found in Roth's no. 24. In no. 10 the property of the woman and that of her mother is the reason for the marriage, the groom is the father's brother's son of the bride, the absence of the dagger clause is understandable. In another case where the dagger clause is wanting, Roth no. 14 (OECT 10 110) a father adopts a boy with an ostensibly not completely clear free status (line 11ff) and gives him to his daughter, called a *nu-man-āš-tum* in marriage. Apparently a case of a father providing for a daughter with limited prospects. In no. 19 the *nudunnū* is probably too small to cause omission of the dagger clause, but children of the husband are mentioned: is this a case in which a less well-off father has had to accept a less desirable wife for the maintenance of the family?

In the cases in which the dagger clause occurs and no assets of the woman are listed infatuation on the side of the husband *in spe* is not likely to be the reason for the marriage.<sup>61</sup> Marrying a *SALNAR* seems a kind of way out, the possibility of producing children is not mentioned. In Roth no. 5 a man seeks a *SALNAR* for his son. Her inferior position is illustrated by the fact that she obtains a guarantee that she will not be called a slave, on punishment of a fine. The reason for the marriage is probably that the son is going to perform his father's service for the king (line 24). Perhaps the father needed care during the absence of the son.

<sup>61</sup> But note Roth, AOAT 222 no. 1 (Dilbat, x X Kand 13): the husband receives no *nudunnū* with his wife but transfers property to the ex-*SALNAR* wife. Of course the dagger clause appears. The document is damaged, but there may be a special reason for the fact that the property transferred is stated to be either all the *nungurtu* or all the hereditary possessions of the husband, if we accept Ms Roth's text. The dictionaries avoid to providing a proper translation for the word *nungurtu* but it seems obvious that in contrast to inherited goods the word indicates acquired goods. The only other occurrence listed by the dictionaries, VAS 6 61, confirms this: the inherited ancestral possessions are still undivided among the earlier generation and the acquired possessions are therefore mentioned separately. VAS 6 61, Roth no. 8, happens to be another *SALNAR* marriage, but here the mother is well-off and able to provide for the daughter. In Roth no. 1 the choice between the two types of possessions could indicate an uncertainty on the part of the husband whether he can use ancestral possessions for a settlement for this type of wife.

In several of these documents it is not completely clear which party is being provided for. It seems that both were under a certain duress. The flawed daughter, the widower with children, the young man of not completely clear status, the father unable to perform service for the king. The solution of the problem is sought each time in marriage.

g) Sons providing for a mother

I am unaware of the background of BM 30238, Bertin 57, but the text seems to be a further arrangement between five brothers who have transferred, it would seem, land (or a house?, the word at the beginning of the text is lost) and slaves to their mother by sealed document. The document is a mutual promise that none of them individually or in combination will withdraw anything from the transferred property. It is not clear whether this arrangement refers to a *nudunnū* or a *širiktu* taken from the paternal assets, or whether this is an arrangement made by the sons on their own account.

h) Managing property

As stated before, all normal types of business arrangement could be made in order to transfer active participation to a younger person and yet retain the grip on the family business. Investing in a trained slave or a prostitute who pay *mandattu* to their owner is the simplest of these arrangements. It requires no long exposé that advanced age will only be rarely mentioned as the reason for a specific arrangement: it is not strictly relevant. Isolated documents are very misleading here. My examples concern prebends.

Arrangements concerning prebends often cannot be specifically related to attempts to provide for old age. Execution of the duties involved was often left to a so-called *ēpišānu*,<sup>62</sup> who received a share in the income derived from the prebend. This type of arrangement can be formulated in very different ways: the *ēpišānu* pays the owner a certain amount, which is in fact the income from the prebend without the costs and what the *ēpišānu* retains for himself. Or otherwise the prebendary pays the *ēpišānu* what is needed for the fulfilment of the obligations plus what the *ēpišānu* receives for his work. Though formulated in a

<sup>62</sup> That this is not a kind of confectioner, but a person who actually performs the tasks of the prebendaries is adstructed by H. Bongenaar in his dissertation (see nt. 5).

different way both types of arrangement, which, of course, boil down to the same practical result, could benefit the care of an elderly prebendary, but such arrangements are not restricted to old age.

In the unpublished text BM 74591, 21 VI Dar 23 the well-known Marduk-rēmanni s Bēl-uballīt Šāhit-ginē promises to pay Nabū-šum-uṣur Ea-banī 20 shekels of silver of a specified quality, the outstanding part of his sustenance until the end of his days before the end of month XI. The "end of his days" suggests that this is a regular payment and not a once only affair. The direct family relationship between the two persons sharing the same family name is unclear, but at a guess Marduk-rēmanni, a well-documented collector of prebends, had taken over some right to income from Nabū-šum-uṣur against a yearly payment until the latter's death. Uncertain is whether Marduk-rēmanni would then become the full owner of the right concerned.

The complications involved in this type of arrangement are more fully illustrated by a group of three documents from Borsippa. In *BE* 8 106 (Borsippa 2 XI Dar 5) Nabū-mukin-zēr s. Aplā Rē'i-alpi transfers his (two? here unspecified herdsmen's) prebends to Nabū-šum-ukin s. Mušēzib Rē'i-alpi, immediate family relation unknown, against a nīg.bā, probably significantly not a "price" but a "gift" and a specified yearly amount of barley, sesame and meat, as long as Nabū-mukin-zēr lives. The prebends involves the herding of cattle, for which Nabū-mukin-zēr places a slave whom he has dedicated to Nabū at the disposal of Nabū-šum-ukin, who in turn undertakes to cloth and feed the slave. The arrangement will continue until Nabū-mukin-apli dies. After that the slave probably belongs to the god.

In isolation we might consider the document as a transfer of property against the payment of an annuity, with an additional initial gift. The verb *nadānu* used for the action undertaken with regard to the prebends, could mean "to hand over as property", but as stated the nīg.bā is a gift not a price. The owner of the prebend involved had at least one well-attested son, Rēmut-Nabū, to whom the property could have been left. The possibility that the transaction was no more than an arrangement regarding the execution of work involved, meant to lapse at the moment Nabu-mukin-zer died can be considered. But the complicated nature of the matter is underlined by Durand-Joannès *TBÉR/TÉBR* Pl. 71, no. 84 (II Dar I 25) an un-witnessed arrangement regard-

ing to all likelihood, the same prebend between the sons of the parties in *BE* 8 106, respectively Rēmut-Nabū and Lābāši and *VAS* 5 102 (14 VI Dar I 29), in which Nabū-šum-ukin, acting on behalf of yet another son sells the (now definitely two) prebends back to Rēmut-Nabū. The arrangement in *BE* 8 106 is not a simple contract about sustenance towards the end of life, the matter is much more complicated, especially when we realise that between Darius years 18 and 32 at least part of the work involved had been done, in the form of an *ēpišanūtu* arrangement, by a certain Nabū-eriba, who settles his account with the two sons of Rēmut-Nabū in *BE* 8 117 (22 IX Dar 32). The *ēpišanūtu* contracts for the execution of prebendary obligations are not especially related to the providing for old age, but this type of contract could very well make old age easier.

## VI. CONCLUSION

A conclusion cannot, in our case, contain more than the blandly obvious. Having ample assets greatly eases life's problems. The anecdotal evidence in no way detracts from the preliminary conclusions formulated in section 2. Many practical arrangements can be tried out as there are no fixed rules, but this does not mean that interested parties will accept everything. If there are only limited means, marriage is about the only panacea. But how this panacea functioned in practice is not normally open to our scrutiny: our documentation has a limited background. No property means no documents. There are cases in which people seem to have put all their trust in their immediate (nuclear) family, but quarrels between widowed mothers and sons are not unheard of and brothers cheating brothers are also documented. The Neo-Babylonian family differed in nothing from that of other periods.

But there is perhaps something else, which is not immediately obvious. We must look at Neo-Babylonian society not as something monolithic, but as something that consists of a whole number of social layers and segments, which all have their own practical arrangements for the solution of the type of social problems of which ageing is only one. As there are no or only a few general rules, there may be different solutions appropriate for each layer or segment. The separation of the doc-

umentation according to background is therefore essential. But as the normal does not require documentation, generalisations based on documents alone are unwarranted and, indeed, impossible. The risk that what can be made visible is not representative is considerable in our case.

referred to as the "Philosophical Approach".

It is a well-known fact that the study of a language is not limited to the study of its grammar and its vocabulary. It is also concerned with the study of the language as a means of communication, with the study of the language as a means of expression, with the study of the language as a means of thought, and with the study of the language as a means of action.

## LEGAL ASPECTS OF CARE OF THE ELDERLY IN EGYPT TO THE END OF THE NEW KINGDOM

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The average Egyptian could consider himself lucky if he had to worry about care in his old age. Although 110 years is often named as the ideal life-span, actual life expectancies were low. Studies of census declarations of the Roman period, the best documented era in this respect, have found that female life expectancy at birth was from 20 to 25 years; females who survived to age ten enjoyed a life expectancy of from 35 to 37 years.<sup>1</sup> The difference, of course, reflects the high rate of infant mortality. Male life expectancy is more difficult to calculate due to certain distortions in the census, but at birth it was probably also 22.5 – 25 years.<sup>2</sup> Analysis of New Kingdom to Late Period skeletons from secondary burials — so, from poorer families — reveal similar life expectancies of 20 – 25 years, even though in this case small children are under-represented.<sup>3</sup> Nevertheless, a fortunate few reached a substantial old age. For the very elderly, we may look to Bierbrier's work on officials of the Late New Kingdom; among the key families he studies, there were two individuals who lived to be over 90, five who probably died in their eighties, eleven persons who evidently reached their 70s, and at least 15 who died at over 60.<sup>4</sup> Textual evidence is of course heavily skewed towards older individuals; the longer an official lived, the higher he could usually expect to rise in the bureaucracy, and the more

<sup>1</sup> R. S. Bagnall and B. W. Frier, *The Demography of Roman Egypt* (= Cam. Stud. in Population, Economy and Society in Past Time 23, Cambridge, 1994) 75-90.

<sup>2</sup> *Ibid* 91 - 110. See also E. Strouhal, *Life of the Ancient Egyptians* (Norman, Oklahoma, 1992) 254-6.

<sup>3</sup> Strouhal, *op. cit.*

<sup>4</sup> M. L. Bierbrier, *The Late New Kingdom in Egypt* (c. 1300 - 664 B.C.) (Warminster, 1975) 115-6.

resources and opportunities he had to dedicate monuments.<sup>5</sup> To a certain extent this also means that the older individuals known to us would never face great want in their old age. The very fact that we know about them means they were likely to be well off.

We may reasonably suppose that the lucky few who attained old age were cared for first and foremost by their children. The literary texts refer to the care owed to one's aged mother, although they are surprisingly silent on the matter of this filial duty to the male parent — even the wisdom literature does not instruct the reader to care for his father. That this responsibility goes completely unmentioned is, I think, at least partly due to a disinclination to present the father as a dependant, whereas the mother can quite happily play the role of vulnerable widow. Perhaps this is also why census type lists never note that a father was living with his adult son, although widowed mothers do join their children's households. While he lived, the *father* was considered the head of the family.

In the wealthier classes, from whom almost all our sources come, this independence was probably often the case in fact as well as theory. Whatever the other problems of old age, the rich did not have to worry about sustenance and basic care and they may even have been able to hold onto their titles and official incomes to the very end; I shall return to this below. Those whose income was derived from farming, including soldiers who had been allocated land, might remain in nominal charge of the family plot to their dying day, sometimes by permission of the government; while independent farmers could presumably expect the cooperation of their sons on pain of disinheritance. Craftsmen, on the other hand, would have been in a different position; they had no private wealth with which to support themselves and no land to use as a bargaining chip vis à vis their children. Here the pattern appears to have been that children supported their fathers with a stipend, while perhaps taking widowed mothers into their homes. This will be the subject of the second half of this article.

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<sup>5</sup> J. Baines and C.J. Eyre, *GM* 61 (1983) 73.

## I. THE OFFICIAL CLASS

## 1. "Staff of Old Age"

At the very highest levels of the Egyptian administration, officials appear to have had the option of never retiring or relinquishing their official incomes at all; instead, an assistant was allowed to take over many of the duties associated with the office. Such an assistant, if formally appointed, was called a "Staff of Old Age"; the eight documents dealing with the important but restricted practice have been studied recently by Blumenthal.<sup>6</sup> In the fullest description of such an appointment, the installation of Weser-(Amen),<sup>7</sup> the courtiers describe the debilitating effects of old age on the older vizier to the Pharaoh Thutmosis III:

May you know, sovereign our lord, that the vizier has reached old age; a little stooping has settled on his back; his city transgresses against his arrangements. (ll. 8-10)

One might have thought the obvious solution would be for the vizier to resign and make way for a new man, but this option is not discussed. Instead, the courtiers suggest that it would be good for the country if the king were to appoint a "Staff of Old Age," and after proposing many worthy candidates to him, they finally name the vizier's own son, Weseramun. "Ingenious, peaceable, and of good character, he is suited to be a Staff of Old Age" (l. 25). The king is delighted with this last candidate, and turns to the old vizier with a speech appointing Weseramen and saying, among other things, "it means that he will be a deputy until the time of [word lost] (l. 27)."

A number of the salient features of the Staff of Old Age are present in this case. First, Weseramun's father is an official; two viziers, a high priest of Amun, and a nomarch are among the individuals said to have had such an assistant, although common soldiers were also granted Staffs, as we shall see below. Second, it is the king who decides whether the old official may have an assistant and who this will be; the choice need not fall upon the man's own son, although it always seems to have

<sup>6</sup> E. Blumenthal, "Ptahhotep und der 'Stab des Alters'", in J. Osing and G. Dreyer eds., *Form und Mass. Festschrift für Gerhard Fecht* (Äg. Alt. Test. 12, Wiesbaden, 1987) 84-97. See also H. Brunner, "Stab des Alters" *Lex. Äg.* V, 1224.

<sup>7</sup> See W. Helck, "Die Berufung des Vizirs Wśr" in O. Firchow ed., *Ägyptologische Studien* (Fs H. Grapow) (Berlin, 1955) 107-17; discussed by Blumenthal, *op. cit.* 87-9.

done so. Finally, the king says Weseramun will "be his deputy", that is, he is to represent the older man, not supplant him.

The relationship of an official to his Staff of Old Age was that of a boss to his subordinate, as we learn from the autobiography of Amenemhat, High Priest of Amun under Amenhotep II.<sup>8</sup>

(I) was [a *w<sup>c</sup>b*-priest] and a Staff of Old Age with my father when he was on earth. I came and went according to his orders. I did not transgress against what he had said. I did not offend against what he ordained for me; I did not neglect what was [commanded] me; I did not shoot him with many glances, but my face was turned down when he spoke to me. I was not capable of doing something of which he was ignorant. (*Urk.* IV 1409, 3-10)

It is clear that the senior colleague held the authority; the younger man was his deputy, not his replacement. I do not believe there is any evidence for whether the younger man used his father's title, and nothing can be said about the question of salaries.

Only one text, the autobiography of Amenhotep Son of Hapu, Chief of Works of Amenhotep III, mentions this institution in a non-elite context, namely the army.<sup>9</sup> In the time that he was a scribe of recruits, Amenhotep says, "I promoted the youths of my Lord while my reed-brush calculated the numbering of millions, and I assigned them to divisions in the place of their kin, the "Staff of Old Age" being his beloved son." The young recruits were evidently given the places of their fathers to serve as their Staffs of Old Age. Here the term must mean something different from a deputy assigned to an official, however, since the young soldiers did not assist their fathers but went out in their stead. The text does not say how the matter of pay was arranged. At this time, soldiers were allotted small farms as their main source of income and it is reasonable to suppose that this land would simply stay in the family. Amenhotep's magnanimity would then lie in allowing the household to remain on its own farm, where the father would presumably continue to be head of the household.

<sup>8</sup> W. Helck, *Urkunden der 18. Dynastie* ... (Berlin, 1955) 1408-13. Blumenthal, *op. cit.* 89-90.

<sup>9</sup> W. Helck, *Urkunden der 18. Dynastie* ... (Berlin, 1957) 1813-26. Blumenthal, *op. cit.* 86-87.

The institution of "Staff of Old Age" safeguarded the father's independence and also guaranteed the son's succession; in these respects, the arrangement was similar to that of co-regency in the royal family. We have no idea how widespread the practice was, or whether it was the usual means of coping with the capacities of old age for officials, let alone soldiers.

### 2. *Other sources of income*

Wolfgang Helck argued for the existence of a number of other provisions for financial independence in case an official lost his position — and his salary; these included the appointments to sinecures, the establishment of royal statue cults and donations to temples.<sup>10</sup> The problem is that all of these arrangements would be attractive to young people as well, and it is difficult to prove that they were set up by persons approaching old age. I shall discuss each briefly.

### 3. *Sinecures*

To begin, Helck saw sinecures as a means to draw an official income after retirement from an individual's primary career. For example, in the Eighteenth Dynasty, high-ranking officials of the central government were appointed Overseer of Prophets in a provincial temple, often in their home town.<sup>11</sup> This title carried with it no official responsibilities. Similarly, retired soldiers might be placed as stewards of the king's private domains or in the administration of temple domains; alternatively, old military men might be appointed to positions close to the king where their personal loyalty was a strong asset.<sup>12</sup>

It is not possible to assess the evidence for and against Helck's interpretation of sinecures in this short article. To do so, one would have to ask: How do we know that the officials appointed to the position of Overseer of Prophets were elderly, let alone that they had retired from their major office? Sinecures are used to augment income and to make income independent of duties, and would be attractive to individuals of

<sup>10</sup> W. Helck, "Altersversorgung", *Lex. Äg.* I, 158-9 and "Versorgung", Vol. VI, 1016, with references.

<sup>11</sup> W. Helck, *Zur Verwaltung des Mittleren und Neuen Reichs* (Leiden, 1958) 222-3.

<sup>12</sup> Helck, *Lex. Äg.* I, 158-9; W. Helck, *Der Einfluss der Militärführer in der 18. Ägyptischen Dynastie* (= *Unt. Gesch. Altertumsk. Aeg.* 14, Leipzig, 1939) 31-3.

any age. Helck would perhaps have argued that an official based in Thebes or Memphis could not simultaneously have held a priesthood in the provinces and would therefore have had to give up the one to assume the other. On the other hand, he suggests that there were few if any responsibilities connected to the post of Overseer of Prophets. If these could be met in the course of one or two visits a year, perhaps an official in the capital could manage the duties, especially where the temple involved was in the official's home town — and this may have been true in more cases than Helck was able to establish. Kemp has argued that there were "strong home ties extending to a villa with its agricultural lands"<sup>13</sup> which must often have extended to the local cult as well. Helck's other group, military men set up as administrators of royal or temple estates, are more likely to have been retired from their first career, but again it is not clear that they were old or the extent to which the new job was indeed a sinecure. Hatshepsut's steward Senenmut began life as a military man, for instance, but he clearly had an active subsequent career.<sup>14</sup> In short, whether sinecures were used as care for the elderly depends on the age of the officials holding such positions, whether they had retired from their old career, and whether the new post was indeed free of responsibilities.

#### 4. *Statue cults*

Helck further proposed that statue cults and temple donations were used to convert official property into private property so that an office holder could continue to enjoy the income from the land after retirement. A royal statue cult works as follows:<sup>15</sup> a citizen founded a cult by donating land, slaves, herds and/or other property to a royal statue. The king then appointed the donor as the prophet of the cult, which meant he retained control of the estate and enjoyed a share of the income from the property in the form of a reversion of offerings. The advantages to the official

<sup>13</sup> B.J. Kemp, *Ancient Egypt: Anatomy of a Civilization* (London – New York, 1989) 313-4.

<sup>14</sup> Helck, *Militärführer* 42; P. Dorman, *The Monuments of Senenmut* (London – New York, 1988) 169.

<sup>15</sup> W. Helck, *JNES* 25 (1966), 39; W. Helck, *Materialien zur Wirtschaftsgeschichte des Neuen Reiches* (= Ak. Wiss. Lit. Mainz: Abh. Geistes- Sozialwiss. Kl., Jhrg. 1960, Nr. 10, Wiesbaden, 1961) 196-9; D. Kessler, *SAK* 2 (1975) 115.

founding the cult included, first, that he was sometimes allowed to incorporate official assets as part of the endowment, so that the revenues would now belong to him and his family in perpetuity and not be lost with his office; and second, that as temple property the income was not taxed, and the animals and servants were protected from state demands such as corvee labour. The popularity of this arrangement with the wealthier classes of the population is clear from P Harris I 11, 1-3,<sup>16</sup> which lists

Statues with barks, fans, statues, *ibib*-statues offered to them (i.e. the temples) by officials, standard-bearers, administrators and private persons, and which my majesty placed in the service of the temple of Amon-Re, King of Gods, to protect and secure them forever: 2756 gods amounting to 5164 people.

Not surprisingly, a royal statue cult could only be founded with the king's permission. Most such foundations were on the lands of royal funerary temples.

Statue cults of this type have been studied most recently by Willem Hovestreydt in connection with such a foundation at Deir el-Medina.<sup>17</sup> He points out that a number of further explanations have been offered for the donor's motives; Meeks, for instance, associated such foundations primarily to the donor's own funerary cult,<sup>18</sup> while Kruchten suggested that the donor hoped to preserve his property as a whole, undivided by the effects of inheritance.<sup>19</sup> Hovestreydt notes that the various motives need not have been mutually exclusive; the donor may have sought both immediate and long-term benefits. With regard to the specific question of care for the elderly, however, he points that the Scribe of the Tomb Ramose dedicated a statue in year 9 of Ramesses II, at least 29 years before his death.<sup>20</sup> It hardly seems possible that his primary concern was

<sup>16</sup> W. Erichsen, *Papyrus Harris I* (= Bibl. Aeg. 5, Brussels, 1933) 12. In *JNES* 25 (1966) 38-39, Helck suggests that these particular statues etc. may have been endowed with personnel (the 5164 persons mentioned), but perhaps not with land.

<sup>17</sup> W. Hovestreydt, "A Letter to the King Relating to the Foundation of a Statue (P. Turin 1879 vso.)", *Lingua Aegyptia* 5 (1995) 107-121. I am very grateful to the author for sending me a copy of his manuscript before publication.

<sup>18</sup> D. Meeks, in E. Lipinski, *State and Temple Economy in the Ancient Near East* II (= OLA 6, Leuven, 1979) 651.

<sup>19</sup> J.-M. Kruchten, *Le Decret d'Horemheb* (Brussels, 1981) 92-3.

<sup>20</sup> Hovestreydt, *op. cit.* n. 46.

to secure an income in his old age. In no other case, to my knowledge, is the age of the donor known and it is impossible to say how often provision for retirement was the main reason for a statue cult foundation.

### 5. *Temple donations*

Temple donations work somewhat differently. Here an individual handed over his property to a temple which then managed it and supplied the donor with an annual income from the harvest. As Eyre has pointed out, this can be seen as a natural development of the practice whereby one person managed the family estate and divided the annual harvest among his brethren.<sup>21</sup> Temple donations were widespread in the late New Kingdom and had several obvious attractions. First, as in the case of a royal statue foundation, the land was under the protection of a temple, one of the institutions best able to stand up to demands of the central government; second, by giving the temple management of the estate, family quarrels over this lucrative business could be avoided. In addition, Helck points out that in some cases such donations were made with the sanction of the king and suggests that they included lands attached to office, thus again converting official property to private use.<sup>22</sup>

To what extent was an income for one's old age also a concern in temple donations? There is one text which relates the transfer of property to maintenance in old age; a Theban scribe in the reign of Ramesses II called Samut recorded that he gave the whole of his property to the goddess Mut in exchange for a pension.<sup>23</sup> Samut says,

I give all my property together with [all my acquisitions ... to] Mut, into the Temple of Mut the Great, Mistress of Ishru. [...] Behold, I am establishing it as a stipend (*bs*) from [... my] old age because of my contract (?). There is no son, daughter, [brother], sister, while I entrust myself to Mut. (Inscription B/Lower Inscription, ll. 3-7)

<sup>21</sup> C.J. Eyre, "Feudal Tenure and Absentee Landlords" in S. Allam ed., *Grund und Boden in Altdgypten*, ... (Tübingen, 1994) 107-33.

<sup>22</sup> Helck, *Materialien* (n. 15) 225.

<sup>23</sup> M. Abdul-Qader Muhammed, *ASAE* 59 (1966) pls. XLVIII-LIV; J.A. Wilson, "The Theban Tomb (No. 409) of Si-Mut, Called Kiki", *JNES* 29 (1970) 187-92; P. Vernus, "Litterature et Autobiographie: Les Inscriptions de *S3-Mwt* surnommé *Kyky*", *RdÉ* 30 (1978) 115-146; B. Menu, "Note sur les inscriptions de *S3-Mwt* surnommé *Kyky*", *RdÉ* 32 (1980) 141-4; P. Vernus, "Derechef les inscriptions de *S3-Mwt* surnommé *Kyky*", *RdÉ* 32 (1980) 145-6.

Bernadette Menu points out that *bs* is a term known from demotic contracts and means "rente alimentaire",<sup>24</sup> here expressly said to be for Samut's old age. The next line, in which the donor says he has no other relatives, has been differently interpreted by Menu and Vernus. The former suggested that Samut made this arrangement with the temple because he had no children, while the latter proposed that he disinherited his children in favour of the goddess.<sup>25</sup> The question is whether we should read, "There is no son, daughter etc. at the time that I entrusted myself to *Mut*," i.e. Samut is a free agent (Menu); or "since I have entrusted myself to *Mut*," that is, henceforth Samut will have no other heirs (Venus). The arguments on either side are so well balanced that I find it impossible to choose between them. In any case, it is clear that one reason for Samut's donation to the temple was to secure a pension for his old age. The official record of the endowment was presumably kept by the temple; our text is a copy inscribed in the donor's tomb.

Samut's inscription is one of the few references in the literature to retirement. He explicitly envisages a time when he would no longer be drawing a regular salary; evidently he did not expect to be allotted a Staff of Old Age, either because his rank was too low or because he did not have a son to take this role. The only other specific reference to retirement known to me is a model letter to a friend congratulating him on his appointment to his father's job of Captain of Troops of the Well.<sup>26</sup>

It is a benefit of Pre your being in the post of your father. Felicitations, felicitations! Your letter has reached me, and I rejoice exceedingly. ... Write to me about your condition and the condition of your father through the letter-carriers who come here from you.

Here the father was evidently still alive at the time of his son's promotion. Again, we have to do with officials of relatively low rank.

<sup>24</sup> *RdÉ* 32 (1980) 143-4. Cf. S.P. Vleeming, "The Reading of the Title 'Man Receiving Pay'", in P.W. Pestman ed., *Textes et Études de Papyrologie Grecque, Démotique et Copte* (= Pap. Lugd.-Bat. 23, Leiden, 1985) 204 - 6.

<sup>25</sup> Menu, *RdÉ* 32 (1980) 141-4; Vernus, *RdÉ* 32 (1980) 145-6.

<sup>26</sup> P Anastasi V, 11, 7 - 13, 1; A.H. Gardiner, *Late-Egyptian Miscellanies* (= Bibl. Aeg. 7, Brussels, 1937) 62, translation: R.A. Caminos, *Late-Egyptian Miscellanies* (London, 1954) 239.

## II. ARTISANS

Most of the information discussed so far concerns the rich, who would almost certainly have had sufficient wealth, including servants, to have been in no danger of actual want in any case. The poor, on the other hand, would have relied on their children for support in their old age, as they have always done. I should like now like to turn to the evidence from a community of craftsmen who were by no means poor, but also not of the official class. These are the artisans who constructed the royal tombs in the Valley of the Kings in the Egyptian New Kingdom, that is, from 1570-1070 B.C. They were housed in their own purpose built village behind the great mortuary temples of West Thebes, on the shortest route from the cultivation to their work in the Valley of the Kings. The only inhabitants of this village, now known as Deir el-Medina, were the workmen and their families, numbering some 40-60 households in all. All members of the gang were supplied with the necessities of daily life by the state and those who had special skills such as carpentry or painting could also earn a substantial amount on the side, so that the standard of living in the village was quite high. In a community with so many craftsmen, the rate of literacy was also exceptionally high; furthermore they wrote on ostraca, i.e. potsherds and flakes of limestone, which have survived in great numbers. This combination of a literate community, living in an isolated desert site, and writing on an imperishable material, accounts for the extraordinary amount of information available from this one Egyptian community.

*1. Office holders*

The gang included three officials — two foremen and a scribe — who drew a higher ration than the other workmen and were also the social and administrative heads of the community. These officials might be given an assistant at the end of their careers, rather like a Staff of Old Age, although the arrangement was slightly different in each case.

For example, the Scribe of the Tomb Amennakhte, one of the three officials, appears first to have had some help with his duties and then to have given up his office all together. Janssen has shown that at one point his son, the draughtsman Horisheri, carried out some of his father's

tasks and even used the latter's title.<sup>27</sup> The office then passed out of the family hands for a year or two, and finally it was taken up by Horisheri in his own right, although his father was still alive. All in all, Amennakhte seems to have been quite unemployed for the last five years of his life; his age at death cannot be determined with any precision because there is a general gap in our sources for the early decades of the 20th dynasty which included the first portion of his career, but Bierbrier calculates that he reached at least 63 years.<sup>28</sup>

When Amennakhte's son, Horisheri, came to the end of his career, the arrangements were slightly different. He and his son Kha'emmhedjet used the title "Scribe of the Tomb" concurrently for the last four years of Horisheri's life, although it is clear that Horisheri was the office holder and drew the salary while his son Kha'emmhedjet helped him with his duties; where they appear in the same document, the father bears the full title "Scribe of the Tomb" and the son is merely called "scribe",<sup>29</sup> and we have from this period several ration distributions which demonstrate that only one Scribe of the Tomb was receiving the higher, captain's ration.<sup>30</sup> (It is not known how the younger man, Kha'emmhedjet, was paid; presumably he received a workman's rations like the rest of the crew.) Horisheri may have attained an age of 68 years or more,<sup>31</sup> but he was certainly active to the end of his documented days.<sup>32</sup> Perhaps if he had lived longer he would have had to take a real retirement, like his father Amennakhte.

<sup>27</sup> J.J. Janssen, "A Draughtsman who Became Scribe of the Tomb: Harshire, Son of Amennakhte", in R. Demarée and Jac. J. Janssen eds., *Gleanings from Deir el-Medina*, (Leiden, 1982) 149-53. See also C.J. Eyre, *BiOr* 44 (1987) 28-30; *idem* in J. Ruffle, G.A. Gaballa and K.A. Kitchen eds., *Glimpses of Ancient Egypt* (Fs H.W. Fairman) (Warminster, 1979) 84.

<sup>28</sup> Bierbrier, *Late New Kingdom* (n. 4) 39.

<sup>29</sup> Giornale 17-B vs. 8, 3; Giuseppe Botti and T. Eric Peet, *Il Giornale della Necropoli di Tebe* (Turin, 1928) pl. 40.

<sup>30</sup> The Chief Draughtsman, who also received a captain's ration at this time, was Horisheri's brother Amenhotep. *Giornale* 17-A rto. 3,2 (pl. 10). (this reference thanks to Catherine Keller).

<sup>31</sup> Bierbrier, *Late New Kingdom* (n. 4) 40.

<sup>32</sup> It was he who drew up the Journal of the Tomb for year 17, his last year, as we can tell from the fact that he refers to himself in the first person (*Giornale* 17-B vs. 9, 23-5 [pl. 43]).

A third possible arrangement for the time when an official was unable to carry out his duties is perhaps suggested by the case of the chief workman Nakhemmut. At the very end of his career, he was joined by another chief workmen on the right side (his own) — a unique state of affairs.<sup>33</sup> In a distribution of clothes to the gang, the extra man drew the same share as his colleagues.<sup>34</sup> The new chief workman seems to have stayed on briefly in his own right after Nakhemmut disappears from the scene, and Černý suggests he had "shared the office with Nekhemmut — who was perhaps old or ill — and was initiated in it by him."<sup>35</sup> Bierbrier estimates the senior colleague's age as about 77 at the time.<sup>36</sup>

In short, there is evidence both that an official might give up his job at the end of his career and that he might be assisted in his duties by his son or another individual without ever surrendering his salary. There is no information about the legal aspects of these arrangements.

## 2. Workmen

The situation was somewhat different for the workmen who did the actual physical labour of cutting and decorating the tombs. Good health was essential to their work and, so far as we can tell, they do not seem to have had the option of handing their duties over to a son. These workmen did not own land (or at least not much land) which they could transfer to their heirs to cultivate or which they could threaten to give to someone else if the children failed to support them. Nevertheless, there is evidence that parents were supplied a regular stipend by their offspring just as in other Near Eastern cultures. I have numbered the relevant texts for ease of reference.

(I) The clearest example of this arrangement is furnished by a text which bears a record of everything that a man called Weskhetnemtet gave to his father up to a certain year 2.<sup>37</sup> The recto lists goods such as bread-loaves distributed to the workmen on festival days and a portion of the

<sup>33</sup> J. Černý, *A Community of Workmen at Thebes in the Ramesside Period* (= Bibl. d'Ét. 50, Cairo, 1973) 308-10.

<sup>34</sup> *Op. cit.* 234; K.A. Kitchen, *Ramesside Inscriptions, Historical and Biographical* VI (Oxford, 1983) 651, 4 (year 16 Ramesses IX).

<sup>35</sup> *Op. cit.* 310.

<sup>36</sup> Bierbrier, *Late New Kingdom* (n. 4) 33.

<sup>37</sup> O Hunterian Museum D.1925.71: A. McDowell, *Hieratic Ostraca in the Hunterian Museum Glasgow* (Oxford, 1993) 11-12 and pls. VIII-IX.

*mkw*, "rewards", from Pharaoh, including such relative luxuries as meat, sesame-oil, honey, and items of clothing. Such "rewards" were issued to the gang fairly frequently, and were a significant — and expected — portion of their income. The verso of the text opens with the lines:

And I gave to him emmer amounting to  $2 \frac{1}{2}$  sacks as rations every month from year 1 until year 2, second month of the inundation season to third month of the summer season, making 10 months, each  $2 \frac{1}{2}$  sacks.

Total,  $27 \frac{1}{2}$  sacks.

In other words, Weskhettetnemtet gave his father ten monthly rations of  $2 \frac{1}{2}$  sacks, almost exactly half of the standard workman's monthly wage of  $5 \frac{1}{2}$  sack.<sup>38</sup> The period covered almost certainly corresponds to the interval from Weskhettetnemtet's appointment in year 1 of Ramesses IV to the end of that regnal year in the third month of the harvest season.<sup>39</sup> At this time the father, Khnummose, no longer appears in the duty rosters, although the exact date of his retirement is not known. One very real possibility is that he had resigned in favour of his son, Weskhettetnemtet, who in turn handed over half his new salary to his parent.

(II) A second text records a roughly similar arrangement. Here the workman Khaemnun bequeathed a bronze washing-bowl weighing 13 *debens* of copper to his son Kenherkhepeshef on condition that the latter provide him with a monthly stipend, i. e.<sup>40</sup>

after the workman Kenherkhepeshef said, "I will give him  $2 \frac{3}{4}$  sacks", and while he will swear an oath of the lord, saying, "As Amon endures, as the ruler endures, if I take away this grain-ration (*diw*) of my father, my reward (i.e. the washing-bowl) shall be taken away."

<sup>38</sup> In fact, the total of  $27 \frac{1}{2}$  sacks represents exactly half a salary and it may be that Černý was correct to read  $2 \frac{3}{4}$  in line 3 (McDowell, *op. cit.* 12 n. e). For the workmen's wages see J.J. Janssen, *Commodity Prices from the Ramessid Period* (Leiden, 1975) 460.

<sup>39</sup> M. Gutgesell, *Die Datierung der Ostraka und Papyri aus Deir el-Medineh und ihre Ökonomische Interpretation*, ..., I (= Hildesh. Äg. Beitr. 18, Hildesheim, 1983) 232-3.

<sup>40</sup> Naunakhte Doc. IV: J. Černý, *JEA* 31 (1945) 40-42 and pl. XII. This was evidently the same washing-bowl left to him by his mother (Černý, *JEA* 31 (1945) 52-3; P.W. Pestman, *Gleanings* [n. 27] 175). Why it is that Khaemnun should have the power to deprive Kenherkhepeshef of the bowl has not been satisfactorily explained.

This is a clear case of "care for the elderly"; Bierbrier has estimated Khaemnun's age at this date to have been at least 78 years.<sup>41</sup> Note that the stipend, 2 3/4 sacks, is exactly half a workman's monthly ration and is equivalent to that which Weskhetnemtet gave his father in text (I) above. It is not very likely that Kenherkhepeshef, like Weskhetnemtet, was assuming his father's position at this point, however; not only he, but his three brothers had already used the title "workman" a year earlier.<sup>42</sup> At that time, the four good children between them were then giving their parents a stipend of only 1/4 sack. Why, then, the sudden increase in stipend from 1/4 to 2 3/4 sacks? The inducement can hardly have been the washing bowl itself, the value of which was less than three times that of the monthly ration; unless the son expected his father to die within three months, he was not going to make a profit on the arrangement. It is difficult to imagine any other reason for the new rations than that Khaemnun had retired as a workman, at the advanced age of 78.

(III) There are several further references to half-rations which may or may not be relevant to our inquiry. Particularly interesting is a letter from a painter who found he was falling behind in his work in the royal tomb and asked for an assistant:

And also write to persuade the captains that they should promote that servant of yours so he may give me a hand with the drawings. I am alone since my brother is ill. Those of the right side have carved one chamber more than the left side. He will consume my rations with me.<sup>43</sup>

This suggests that when a member of the gang was unable to carry out his duties satisfactorily, one solution was to bring in a helper, with the permission of the captains but at his own expense. Elderly workmen could perhaps have employed younger men on the same terms. Two

<sup>41</sup> Bierbrier, *Late New Kingdom* [n. 4] 28-9; the care for the elderly aspect of this text has been pointed out by Pestman, *Gleanings* (n. 27) 176; and S. Allam, *RIDA* 30 (1983) 29.

<sup>42</sup> Naunakhte Doc. I col. 3, 2-5; col. 41. 4: Černý, *JEA* 31 (1945) pl. VIII.

<sup>43</sup> P. Ashmolean 1958.112; C.J. Eyre, "A Draughtsman's Letter from Thebes", *SAK* 11 (1984) 195-207; E.F. Wente, *Letters from Ancient Egypt* (Atlanta, 1990) no. 158 (p. 134).

further letters, O DeM 626<sup>44</sup> and 608,<sup>45</sup> both concern half-rations delivered by one man to another, but neither offers any background information.

(IV) Stipends very similar to those that Weskhetnemtet and Kenherkhepeshef provided their fathers are also collected by women, especially widowed and divorced women, but it is not always clear that the recipients were old. P DeM II is a particularly close parallel to the Hunterian ostraca discussed above: this is a record of rations (*diw*) supplied to a woman for a period of 11 months.<sup>46</sup> "He" gave "her" (no names are supplied) 8 sacks of emmer during this period. There then follows a long list of foodstuffs delivered to her "by the hand of" various individuals on festival days as well as a share of the *mkw*, "rewards," including oil and fat. One of the individuals who delivered the foodstuffs was a son-in-law of Naunakhte, as Pestman has pointed out,<sup>47</sup> but there is no indication of his relationship to the recipient; in particular, we do not know whether she was an older woman or, for example, an unmarried, widowed or divorced female relative of any age.

(V) A much smaller stipend of 1/4 sack is named in another case of support for a divorced woman.<sup>48</sup> The lady's name was Hel, a nickname for Hathor. She and her ex-husband Hesysunebef, who seems to have had begun life as a slave or at least a servant, had two daughters and a son.<sup>49</sup> At some point Hel deceived her husband with the foreman Paneb, a notorious rake, and it may have been this incident which led to her divorce; if so, she would have lost her right to a share of the marital property and been particularly vulnerable. Fortunately, she found someone to

<sup>44</sup> J. Černý, *Catalogue des Ostraca Hiératiques Non-littéraires de Deir el-Médineh Nos 624 - 705* (= Docs de Fouilles de l'IFAO 14, Cairo, 1970) pl. 2. Translated in Wente, *Letters* (n. 43) no. 253 (p. 162).

<sup>45</sup> S. Sauneron, *Catalogue des Ostraca Hiératiques Non-littéraires de Deir el-Médineh Nos 550 - 623* (= Docs de Fouilles de l'IFAO 13, Cairo, 1959) pl. 27. Translated in Wente, *Letters* (n. 43) no. 254 (p. 162).

<sup>46</sup> J. Černý, *Papyrus Hiératiques de Deir el-Médineh I: Nos I - XVII* (= Docs de Fouilles de l'IFAO 8, Cairo, 1978) pl. 17.

<sup>47</sup> Pestman, *Gleanings* (n. 27) 164-5.

<sup>48</sup> O University College, London 19614; S. Allam, *Hieratische Ostraka und Papyri aus der Ramessidenzeit: Transkriptionen aus dem Nachlass von J. Černý* (Tübingen, 1973) pl. 74.

<sup>49</sup> See Janssen's discussion of Hesysunebef's career in *Gleanings* (n. 27) 109-115.

care for her, perhaps her son. He notes that for three years from the day of her divorce, he supported her with a small monthly grain ration of  $1/4$  sack. This would not have been enough to live on, being only half a survival ration, but Hel's supporter also helped in other ways. For instance, he also agreed to sell an article of clothing for her:

She gave me a sash, saying "Offer it at the market place! It will be bought for a quarter sack of emmer." I offered it, but people rejected it saying, "It is bad!" And I told her exactly that, saying, "It has been rejected." Then she gave it to me, and I let a sack of emmer be brought to her.

He later added another half sack to this. In the end he paid  $1\frac{1}{2}$  sacks for an old sash that no one would buy for a sixth of the price, clearly in charity. This text differs from those we have discussed so far in that it takes the form of a narrative looking back over three years rather than a simple list of goods; possibly it was used in a claim on Hel's inheritance. (VI) A number of texts record only foodstuffs delivered to an individual on festival days,<sup>50</sup> often "by the hand of" a number of different individuals. The recipient is almost always a woman, while the donor is usually a man, although in one case it is explicitly said to be a woman.<sup>51</sup> In view of the close similarity of these deliveries to those in the two most complete records of maintenance discussed above, (I) and (IV), they can also be seen as forming part of a stipend, especially since in one case, O Hunt. D.1925.66, the gifts are specifically said to be "for one year": "It belongs to this year, but you do not allow (yourself?) to be satisfied with them (?)."<sup>52</sup> Perhaps there was also an associated grain stipend which is not mentioned; the contributions on festival days, being irregular, would be more important to record on a day to day basis.

<sup>50</sup> O Cairo 25598 (J. Černý, *Ostraca hiératiques* II. (+ Cat. Gén., Cairo, 1930 - 1935]); HO 31,1 (J. Černý - A.H. Gardiner, *Hieratic Ostraca* I [Oxford, 1957]); O. Hunterian Museum D.1925.66 (McDowell, *Hieratic Ostraca* [n. 37] pl. 1); O. Berlin 10631 (*Hieratische Papyrus aus den Königlichen Museen zu Berlin* III [Leipzig, 1911] pl. 36). See J.J. Janssen, "Gift-giving in Ancient Egypt as an Economic Feature", *JEA* 68 (1982) 258; Helck, *Materialien* (n. 15) 651-61.

<sup>51</sup> HO 85, 1 (nt. 50).

<sup>52</sup> McDowell, *Hieratic Ostraca* (nt. 37) 3-4.

Why were these records drawn up? Like the gift-giving texts discussed by Janssen,<sup>53</sup> they lack certain attributes of legal documents (insofar as there were legal documents in Egypt) such as dates and the names of witnesses. On the other hand, it was evidently considered important to keep a record of the support provided to elderly and other needy relatives. In the case (II) of Khaemnun, the rations given are explicitly linked to the giver's right to inherit, and this would be an obvious incentive for keeping careful records. The list of donations to a woman on O Hune-rian D.1925.66, on the other hand, appears to have been written because the recipient complained that she was not getting enough; here the records were used to restore family harmony, though also, perhaps, with a view to a future inheritance. (The donor must have been keeping records all along, of course, to be able to furnish this list.) In any case, as Janssen has written in regard to these texts, the fact that the gifts were noted down "demonstrates that they were not pure presents for generosity's sake, but in some way obligatory ...."<sup>54</sup>

### 3. Enforcement

As this suggests, inheritance could be used to punish children who did not support their parents and to reward those who did. This is well illustrated by the famous testament of Naunakhte, wife of the workman Khaemnun who featured in our case (II) above.<sup>55</sup> As we mentioned there, four of their children provided them with a small monthly income of  $1/4$  sack of grain and one *hin* of oil.<sup>56</sup> Naunakhte's testament was drawn up to reward these four and to disinherit the four others who had not helped her in her old age, as she says explicitly in her opening statement:

As for me, I am a free woman of the land of Pharaoh. I brought up these 8 servants of yours, and I gave to them an establishment consisting of everything one provides for such as they. Now look, I am grown old; and, look, they do not do things for *me*. As for each of them who placed

<sup>53</sup> Janssen, *JEA* 68 (1982) 253-8.

<sup>54</sup> Janssen, *op. cit.* 258.

<sup>55</sup> J. Černý, "The Will of Naunakhte and the Related Documents", *JEA* 31 (1945) 29-53 and pls. VIII - XII.

<sup>56</sup> The *hin* of *sgnn* oil may have been worth as little as  $1/2$  *deben* or as much as 10 *deben*: see Janssen, *Commodity Prices* (nt. 38) 336-7.

his hand in my hand, I will give my property to him; but as for the one who did not give to me, I will not give to him of my property.<sup>57</sup>

The amount they stood to lose was considerable; Naunakhte could not deprive them of anything they might inherit from their father, Khaemnun, but she had full control over the property she brought into the marriage, including what she had inherited from her first husband, as well as  $\frac{1}{3}$  of the capital she and Khaemnun had acquired together:

As for all the property of Kenherkhepeshef, my (first) husband, and also his immovable property, together with the storehouse of my father, and also the  $\frac{1}{4}$  of grain which I collected with my husband, they shall not share it.<sup>58</sup>

At the same time, she rewards one son — the same Kenherkhepeshef discussed above — with a bonus; a bronze washing-bowl. The reason for this mark of favour is not given, but Kenherkhepeshef was to prove an exceptionally loyal son; it was he who supported his father, Khaemnun, as we saw above.

In another example of this practice, HO 70,1 (O Petrie 18), a man disinherited his “sister” who neglected him during an illness.<sup>59</sup> The text is dated and resembles a legal record in its structure, but no court is named in the preserved portion, nor are there any witnesses. On the recto, which is very broken, the workman Amenpahapy testifies that when he was ill, he asked his sister to do something for him in connection with his property, but instead she went off to the country-side and left him on his own for a month. She also took a garment of Amenpahapy’s; in sum, he says, “she did not act well for me” (*l. 6*). He then announces that he will be leaving his property to a certain Nakhemmut. The verso of this text is even more broken, but includes an oath by a woman that she will not enter into the house or property of Amenpahapy on pain of 100 blows of a stick and the loss of all the property of her father. Needless to say, the gaps in the text cause serious difficulties with the interpretation; we do not even know what the woman’s relationship is to the speaker; the term “sister” can refer to a sister, wife or cousin. It does

<sup>57</sup> *Ibid.*, pl. VIII col. 2, 1-7.

<sup>58</sup> *Ibid.*, pl. VIII col. 4, 9-12.

<sup>59</sup> *Op. cit.* n. 50: S. Allam, *Hieratische Ostraka und Papyri* (n. 48) 234-5.

seem safe to say, however, that Amenpahapy is cutting the lady out of his will because she was not there when he needed her.<sup>60</sup>

#### 4. Conclusion

In sum, care for the elderly at Deir el-Medina was entirely a private matter, except insofar as the local officials were allowed to let their sons assist them with their duties while the latter drew workmen's rations. The most important form of care was the stipend from a relative, particularly a son, consisting of up to half his income. Detailed records were kept of payments towards another's maintenance, which suggests that these were not purely optional. Children who did support their parents were rewarded and bad children punished by means of inheritance; this might even be formalized, as in the oath that Kenherkhepeshef swore to maintain his father's stipend on pain of losing part of his legacy.

### III. ADOPTION

It may have struck the reader that nothing has been said about adoption, even though most forms of care for the elderly depended on children so that the childless couple could face a grim old age. So far as I know, we have only one well attested example of adoption from Egypt, namely the case first published by Gardiner under the title, "Adoption Extraordinary,"<sup>61</sup> and recently re-examined by C.J. Eyre.<sup>62</sup> As background to the legal act for which the document was drawn up, we are told that Neb-nufer, having no children, adopted his wife Rennufer ("made (her) a child of his"). Consequently, his wife became heir to all of his property, although by the usual rules of inheritance this would have gone to his brothers and sisters. Eyre points out that this arrangement also secured Rennufer's status, which might be diminished by the introduction of another woman, e.g. a second wife or concubine, into the household.<sup>63</sup> Indeed, the couple went on to purchase a slave woman who bore them a son and two daughters.

<sup>60</sup> Cf. O. Hunterian D.1925.81 (McDowell, *Hieratic Ostraca* (n. 37) 20-21.

<sup>61</sup> A.H. Gardiner, "Adoption Extraordinary", *JEA* 26 (1940) 23-29 and pls. V-VII.

<sup>62</sup> C.J. Eyre, "The Adoption Papyrus in Social Context", *JEA* 78 (1992) 207-221.

<sup>63</sup> *op. cit.*, 210-11.

Our text was drawn up 18 years after Nebnufer adopted his wife, when the oldest of the slave children was of marriageable age. At this point, Rennufer's younger brother Padiu was given the oldest girl's hand in marriage. Rennufer then freed all three slave children and also adopted them — and adopted Padiu as well. She called them her "children" and said "if I have fields in the country or if I have anything in the world, or if I have merchandise, these shall be divided among my four children, Padiu being one of them" (vs. 7-9). There do not seem to be any conditions attached to the manumissions or the adoptions and the children do not promise to look after for their future mistress, although this is perhaps anticipated by Rennefur's reference to Padiu as "this son of mine who dealt well with me when I was a widow and when my husband had died."<sup>64</sup>

There is evidence from Deir el-Medina that a childless couple might raise an orphan in their own household, but no signs that he assumed the duty to care for his foster parents or the right to inherit from them. In an abusive letter to the scribe Nakhemmut, the sender writes:

You are exceedingly rich, but you never give anything to anybody. He who has no child takes some orphan or other (to) bring him up; it is he who pours water on his hands. You are a child with an adult body.<sup>65</sup>

The expression "pour water on on his hands" occurs also in the Story of the Two Brothers, as Erman pointed out;<sup>66</sup> the wife, pretending to be ill, did not "pour water" on her husband's hands when he returned from work. Evidently this was a domestic ceremony or gesture, like pouring a

<sup>64</sup> Eyre translates, "who shall have treated me well, in my widowhood, my husband being dead," (*op. cit.*, 208).

<sup>65</sup> O. Berlin 10627: *Hier. Pap. Berlin* III (n. 50) pl. 33. See M. Guilmot, "Une Lettre de remontrances, l'ostracon Berlin P. 10627", *CdÉ* 40 (1965) 235-48. Translated in Černý, *Community* (n. 33) 212-3; Wente, *Letters* (n. 43) no. 206 (p. 149; very different from Černý), A. Erman, "Aus dem Volksleben des neuen Reiches", *ZÄS* 42 (1905) 100-2. See also S. Allam, *OrAnt* 11 (1972) 278.

This translation follows roughly that of J. Borghouts in *Inleiding Nieuwgyptisch*. Rev. 1985. (unpublished) § 61.2 n. 1; Černý, similarly, "you are a big boy yourself." Erman, followed by Wente and Allam, emended the last two clauses slightly to read, "it is he who pours water on your hands, like an own oldest son", and noted the similarity of the final words to the expression "eldest son of his body", but it is difficult to justify the emendation.

<sup>66</sup> Erman, *ZÄS* 42 (1905) 100-2.

drink today. It is not at all clear that the boy would have the rights and duties of a actual son.

The chief workman Neferhotep, who had no children of his own, took an interest in two young boys. The first was Hesysunebef, who began life as "his slave, child of his house"; the relationship between the ex-slave and master has been studied in detail by Jac. Janssen.<sup>67</sup> Neferhotep and his wife appear to have raised the boy and manumitted him; he eventually became a relatively prosperous workman and, near the end of his life, a deputy to the then chief workman. Hesysunebef always revered his former master, naming a son after him and a daughter after his wife, but we know that he did not inherit Neferhotep's property and position. This went to Paneb, whose real father was Nefersenut, but who was raised by Neferhotep for reasons which are not recorded. Whether Paneb had a right to his inheritance is an open question; he was later accused of procuring the office by fraud.<sup>68</sup> Paneb was anything but reverent towards his patron; he is said to have run after Neferhotep and to have behaved so threateningly that the chief workman was given a bodyguard.<sup>69</sup> The cases of Hesysunebef and Paneb illustrate that some form of adoption was practiced in the village, but not that this was associated with formal duties and responsibilities.

On the other hand, the very sophisticated use of adoption illustrated in the case of Rennufer, where a man adopted his wife, and she adopted her brother, suggests that the institution was well developed in Egypt. That it is otherwise so poorly attested is perhaps due in part to the lopsidedness of our sources; family archives on papyrus are seldom preserved, except at Deir el-Medina where, as it happens, the workmen did not have the sort of property — land — which made inheritance an important issue.

However, this explanation hardly seems enough to account for the almost complete absence of an institution which was so popular in neighboring lands. There, adoption was used to secure an income from land which the individual could no longer cultivate himself. The Egyptians, however, had found different means to this end, not only through temple donations as mentioned above, but especially through slave

<sup>67</sup> J.J. Janssen in *Gleanings* (n. 27) 109-115.

<sup>68</sup> P Salt 124 1, 3-4; J. Černý, *JEA* 15 (1929) 243-58 and pls. XLII-XLVI.

<sup>69</sup> P Salt 124 2, 14-16.

labour or by renting out their land. An Egyptian would probably see adoption for the purpose of care in his old age as an extreme solution to a problem which could be approached in much simpler and more straightforward ways. On the other hand, adoption in the Near East was also intended to provide for the maintenance of the family cult; indeed, this could be its primary purpose, as in Israel. This takes us in a different direction from care for the elderly, but it is worth noting that in Egypt the cult of the dead need not be carried out by relatives. It was quite possible to arrange for cult services by contract; an endowment tied to the office of funerary priest guaranteed offerings to the dead forever, at least in theory.

#### IV. A SPECIAL PROVISION

As Dr. van Driel points out (p. 162), it is dangerous to generalize on the basis of isolated ancient texts. After all, individuals arrive at their own, sometimes highly personal, solutions to problems like how to take care of an aged parent. For this reason, I do not know quite what to make of a unique text, the Amara stela, in which a woman is given the entire inheritance of her brother and mother with which to maintain herself and their mother:<sup>70</sup>

Statement of the Second Prophet Hori: he says, "As for all the property of the Overseer of the Granary Paser, our father, consisting of fields in the country, slaves, female slaves, and trees (?), they belong to the Songstress of Khnum Irytek from son to son, heir to heir". Statement of the Songstress of Horus lord of Aniba, Tamehyt: she says, "As for all the accumulated wealth that the Overseer of the Granary Paser made for me, it shall be given to Irytek, my daughter; it is she who will make an old age for me".

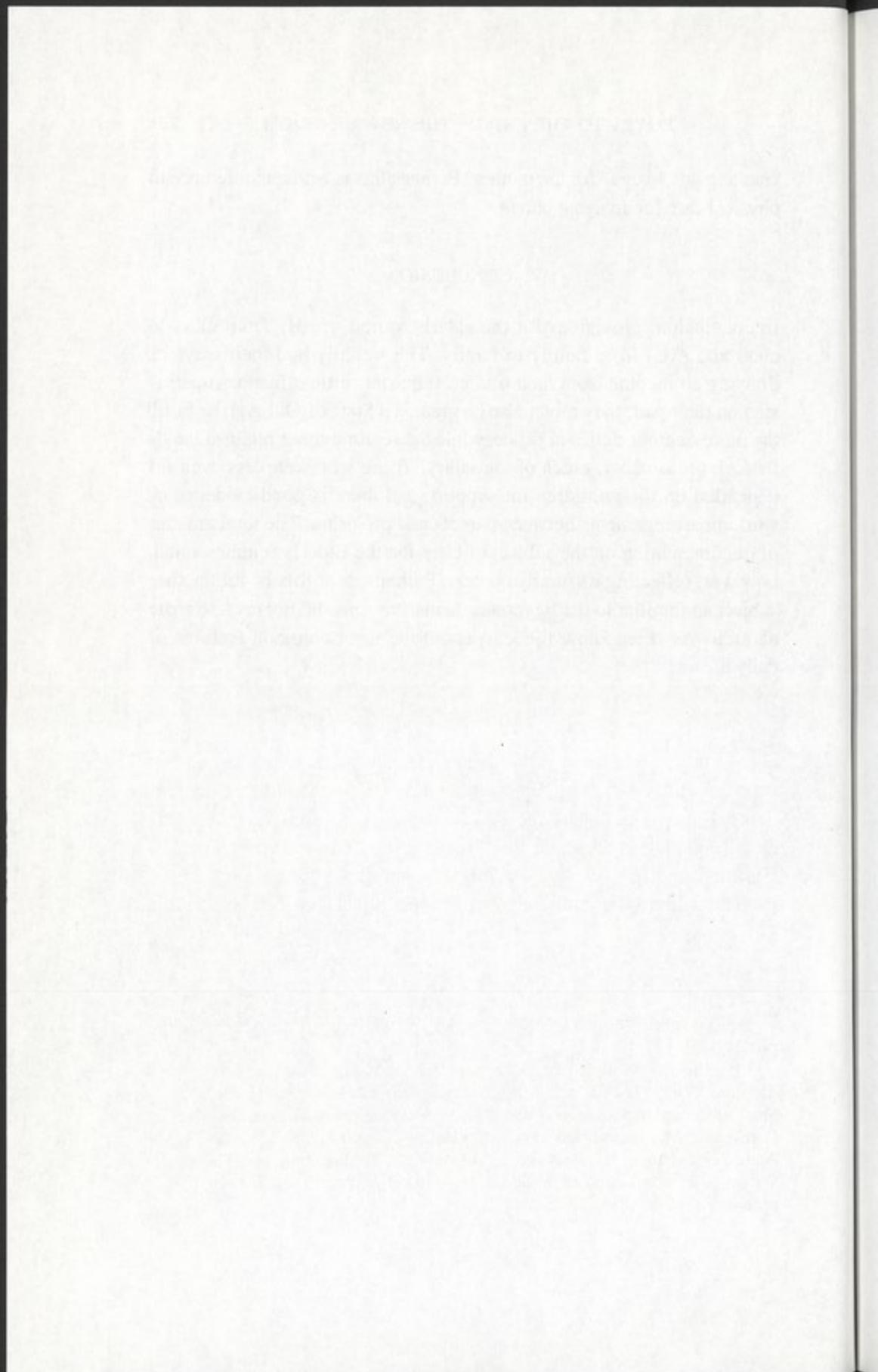
The estate in question must have been very large indeed, encompassing all the private wealth of an Overseer of the Granary; but then Piay, the son, was a high official in the cult of Amun and presumably did not depend on his inheritance. Was he simply being kind to his sister? Did he not want his mother in his own house? And what was involved in

<sup>70</sup> Cf. H. W. Fairman, *JEA* 24 (1938) 155 and pl. XI; see A. Théodoridès, "La Stèle juridique d'Amarah", *RIDA* 11 (1964) 45-80; Helck, *Materialien* (n. 15) 239.

"making an old age" for the mother? Perhaps this is a unique reference to physical care for an aging parent.

#### V. CONCLUSION

In conclusion, provisions for the elderly varied greatly from class to class and even from family to family. The wealthy had their ways of drawing an income from their estates, requiring little effort or supervision on their part; they might also be granted a Staff of Old Age to fulfill the more onerous duties of office, while the senior partner retained the title and, presumably, much of the salary. Those who were less well off depended on their children for support, and there is good evidence of working arrangements between parents and offspring. The total amount of documentation on the subject of Care for the Elderly remains small, however, reflecting its family context. Perhaps, too, this is yet another subject so familiar to the Egyptians themselves that did not need to write about it. We often know the least about the most common features of daily life.



## DIE SORGE FÜR DIE ÄLTEREN NACH DEN PAPYRI

HANS-ALBERT RUPPRECHT – MARBURG

Καταφρονοῦντες τῆς μετριότητός μου καὶ ἀπραγμοσύνης ὁμοῦ τε καὶ τοῦ γήρους καὶ τῆς ἀτεκνίας erklärt ein Mann in einer Eingabe gegen Steuerbeitreibung im Jahre 322 p.C. (P. Ryl. IV 659 = Sakaon 41, Z. 7 f.): Sie mißachteten seine Wenigkeit und seine Unerfahrenheit, sowie sein Greisenalter und seine Kinderlosigkeit. Formulierungen wie die gerade genannte gehören fast zu den Standardfloskeln der Eingaben an die Behörden, ggf. noch verstärkt durch die Bemerkung, daß es sich um eine alleinstehende Frau handele.<sup>1</sup>

### I.

Für die weiteren Bemerkungen ist wohl nützlich die nähere Beschreibung der tatsächlichen Umstände, von denen wir auszugehen haben. Das wird uns für Ägypten in außergewöhnlicher Weise dadurch erleichtert, daß die Papyri der römischen Zeit mit den *κατ' οικίαν ἀπογραφαί* eingehende Daten über die Bevölkerung, ihre Zusammensetzung, die Familien und ihre Wohnverhältnisse sowie das Alter überliefern. Es handelt sich um die Anmeldungen für den 14jährigen Zensus, bislang

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[The abbreviations of the text editions used in this article are listed at the end, pp. 238-239.]

<sup>1</sup> S. allgem. A. di Bitonto, "Le petizioni al re — Studio sul formulario", *Aegyptus* 47 (1967) 49 f., und: "Le petizioni ai funzionari nel periodo tolemaico — Studi sul formulario", *Aegyptus* 48 (1968) 99 f. Im übrigen s. R. Taubenschlag, "La Gerokomia dans le droit des papyrus", *RIDA* (3<sup>e</sup> Sér.) 3 (1956) 173 Anm. 3, 174 Anm. 7 = *op. min.* II 339 Anm. 3, 340 Anm. 7. Zur Betonung der Stellung als Witwe s. J. Beaucamp, *Le statut de la femme à Byzance (4-7 siècle)*, II, *Les pratiques sociales* (Paris 1992) 33 ff.

liegen etwa 300 Texte vor, sie sind außerdem gerade vorzüglich ausgewertet worden.<sup>2</sup>

Danach ergibt sich folgendes: Bei einer Gesamtbevölkerung von ca. 3 – 5 Millionen<sup>3</sup> beträgt die Lebenserwartung für Männer bei der Geburt 25 Jahre, für 15jährige 33 Jahre; für Frauen bei der Geburt 22 Jahre, für 15jährige 32 Jahre. Für die Männer ergeben weitere Studien, daß jeweils ein Jahrgang ab dem 15. Lebensjahr innerhalb von 10 Jahren halbiert wird, d.h. von 100 15jährigen erleben nur 50 das 25. Lebensjahr und nur 25 das 35. usw.<sup>4</sup>

Altersangaben mit Erwähnungen von Personen über 55 z.B. bezeichnen also absolute Ausnahmen.

Aus den Zensuserklärungen<sup>5</sup> folgt weiter für die konkrete Familien-situation: Von 3 Alleinstehenden über 70 Jahren haben 2 Sklaven, die für sie sorgen können und sollen.<sup>6</sup> 11 Belege zeigen ältere Personen zwischen 50 und 75, die mit ihren Kindern und deren Ehegatten zusammenleben.<sup>7</sup> Außerdem sind 19 Fälle einer mehrere Generationen umfassenden Hausgemeinschaft belegt, die Älteren sind bis zu 74 Jahren alt.<sup>8</sup>

<sup>2</sup> R.S. Bagnall – B.W. Frier, *The demography of Roman Egypt*, Cambridge 1994. Zu den Wohnverhältnissen s. D.H. Hobson, "House and household in Roman Egypt", *Yale Classical Studies* 28 (1985) 211 ff.

<sup>3</sup> D.W. Rathbone, "Villages, land and population in graeco-roman Egypt", *Proc. Cambr. Philol. Society* 216 (= N.S. 36, 1990) 103 ff.

<sup>4</sup> *Death and Taxes – Ostraka in the Royal Ontario Museum I*, ed. A.E. Samuel, W.K. Hastings u.a. (Toronto, 1971). Inwieweit die Daten mit den Ergebnissen von Bagnall – Frier übereinstimmen, kann hier nicht geprüft werden. Weitere Lit. s. bei H.-A. Rupprecht, *Kleine Einführung in die Papyruskunde* (Darmstadt, 1994) 158.

<sup>5</sup> Vgl. Bagnall – Frier, *op. cit.* (Anm. 2) 57 ff.

<sup>6</sup> P. Brux. I 8 (174, Prosopit.): allein; BGU I 115 II = WChr 203 (189, Fayum): im Hause ein Sklave, die verheiratete Tochter lebt mit ihrem Mann in einem anderen Viertel; P. Mil. I 37 = SB X 10437 (216, Hermopolis): im Hause zwei Sklaven, als Kyrios fungiert ein Verwandter.

<sup>7</sup> "Extended family" (Kernfamilie mit Verwandten): Bagnall – Frier, aaO. 62 Anm. 36 und 39.

<sup>8</sup> "Multiple families" (Haushalt aus mehreren Generationen oder Haushalt mehrerer z.T. verheirateter Brüder): für den ersten Typ, Bagnall – Frier, aaO. 62 Anm. 40.

An Terminen der Fürsorge für Ältere finden wir *γηροβοσκία*, *γηροτροφία* und *γηροκομία*.<sup>9</sup> *Γηροβοσκία* bezeichnet die Ernährung, den Unterhalt für Ältere, für Greise, *γηροκομία* und *γηροτροφία* wohl eher die Pflege. Technisch als Bezeichnung für feststehende Institute sind sie nicht zu verstehen.<sup>10</sup>

Im folgenden ist in der Darstellung zwischen dem staatlichen und dem privaten Bereich zu trennen.

## II.

Lassen Sie mich zunächst auf die Frage nach speziellen Regelungen für Ältere im staatlichen Bereich eingehen.

### 1. Steuern

Das Alter wird steuerlich wenigstens insoweit berücksichtigt, als die Kopfsteuerpflicht in römischer Zeit mit dem 60. Jahre, bzw. 62. oder 65. Jahre endet.<sup>11</sup> Dies ist nur für die — nichtrömischen — Männer relevant, da allein diese der *λαογραφία* unterlagen. Ob in ptol. Zeit eine Kopfsteuer erhoben wurde, ist streitig,<sup>12</sup> Altersangaben sind jedenfalls nicht ersichtlich.

<sup>9</sup> Eine erste Behandlung des Themas verdanken wir R. Taubenschlag, "La gerokomia dans le droit des papyrus", *RIDA* (3<sup>e</sup> Sér.) 3 (1956) 173 ff. = *Op. min. II* 339 ff., und: "Die Alimentationspflicht im Rechte der Papyri", *Studi in onore di Salvatore Riccobono* ..., I (Palermo, 1936) 509 ff. = *Op. min. II* 542 ff.

<sup>10</sup> Ein *γηροκομεῖον* als Altersheim, s. F. Preisigke – E. Kießling, *Wörterbuch der griechischen Papyrusurkunden* (Berlin, 1925), I s.v., ist als Institution nicht durch SB I 4845, 7 (byz.) zu belegen, a.A. Taubenschlag, "Gerokomia" 179 = *Op. min. II* 345. E. Wipszycka, *Les ressources et les activités économiques des églises en Egypte du IV au VII s.* (Brüssel, 1972) 119, nennt den Beleg im Zusammenhang mit kirchlicher Fürsorge. *Γηροκομία* (Alterspflege): Stud. Pal. I S. 6 Z. 22 = FIRA III 52 (Testament nach röm. Recht; 460, Antinoopolis); SB I 5828, 12 (Grabstein; röm., Delta).

<sup>11</sup> S.L.R. Wallace, *Taxation in Egypt from Augustus to Diocletian* (Princeton, 1938) 108.

<sup>12</sup> S.L.R. Wallace, "Census and poll-tax in ptolemaic Egypt", *Am. Journal of Philology* 59 (1938) 418 ff.

In Steuerlisten des 3. Jh. a.C. aus dem Fayum<sup>13</sup> werden mehrfach Greise und Greisinnen erwähnt, die Lesung γη(ραιός bzw. -ραιά) wird allerdings angezweifelt.<sup>14</sup> Da aber die Arten der Steuern nicht genannt werden und die gelegentlich angeführten Beträge den Zahlungen jüngerer Leute entsprechen, ließe sich hieraus auch bei zutreffender Lesung nichts Näheres ableiten.

Unterhaltsleistungen an Eltern sind möglicherweise steuerlich berücksichtigungsfähig. Eine Liste über Kopfsteuerbefreiungen, wohl aus augustäischer Zeit, nennt jedenfalls die Kategorie der zur γηροβοσκία von den Eltern ausgewählten Söhne.<sup>15</sup> Ob allerdings die Steuerbefreiung tatsächlich gewährt wurde, wissen wir nicht.

Was sonstige Steuern angeht, so entfällt vermutlich die Leistungspflicht mit der Leistungsunfähigkeit z.B. bei Gewerbesteuern, aber das dürfte keine Besonderheit sein.<sup>16</sup>

## 2. Liturgien

In römischer Zeit gehören neben den Steuern zu den drückendsten Belastungen die Liturgien. Alter war ein Entschuldigungsgrund, der in den Urkunden häufig begegnet.<sup>17</sup> Die Altersgrenze variiert letztlich zwischen 55, 60 und 70 Jahren.<sup>18</sup> Die Befreiung gilt allerdings nur für die

<sup>13</sup> H. Harrauer, *Neue Texte zum Steuerwesen im 3. Jh. v. Chr.*, CPR XIII – Griech. Texte IX (Wien, 1987) 47 f.

<sup>14</sup> W. Clarysse, "Abbreviations and lexicography", *Ancient Society* 21 (1990) 33 f., löst die Abkürzung als μῆ(τηρ) auf.

<sup>15</sup> P. Oxy. IX 1210 Z. 5 (1. Jh. a.C./1. Jh. p.C.). Vgl. Grenfell – Hunt in der Einl. zu P. Oxy. IX 1210 und Wallace, op. cit. (Anm. 11) 120.

<sup>16</sup> P. Oslo III 124 (I, Fayum): Erlass der Webersteuer, da wegen Schwäche und Alter das Handwerk nicht mehr ausgeübt werden kann.

<sup>17</sup> S. nur P. Flor. III 382 (222): über 70 J. (Z. 39, Sohn wird zur γηροτροφία benötigt); P. Oxy. VI 889 = SB XVI 12306 (324): über 60 J. (hier auch der Hinweis, daß kein Vermögen und auch keine γηροβοσκία gegeben ist, d.h. daß kein Altersunterhalt geleistet wird); P. Wisc. I 3 (257): 83 J. Für die ptol. Zeit s. P. Col. Zen. II 102, eine Freistellung von nicht erhaltenen Verpflichtungen aufgrund Alters, allerdings ohne Datierung und Angabe der Altersgrenze. Ein πρόγραμμα des Epistrategen über die Freistellung von der Überwachung der Erhebung der Biersteuer wegen Alters und Schwäche wird erwähnt in SB XVI 12504 (135/6, Fayum). Vgl. auch P. Lond. V 1827 (IV, Hermopolites): wohl Bebauung von Land.

<sup>18</sup> S. N. Lewis, "Exemption from liturgy in Roman Egypt", *Atti dell'XI Congresso Internazionale di Papirologia* ... (Milano, 1966) 518 ff. = *The compulsory services of Roman Egypt* (Florenz, 1982) 165 ff.

*munera personalia*, d.h. für Arbeits- und Dienstleistungen, nicht für die *munera patrimonii*, d.h. für die Haftung mit dem Vermögen.<sup>19</sup>

### 3. *Gerousia*

Ein noch immer recht dunkles Institut in der Geschichte Ägyptens stellt die *γερουσία* dar.<sup>20</sup> Für Oxyrhynchos sind inzwischen eine Reihe von Texten bekannt, die Anträge auf Aufnahme enthalten,<sup>21</sup> das Alter der Antragsteller schwankt zwischen 53 und 73 Jahren. Die Urkunden stammen aus der Zeit von 209 bis 226 p.C. Welcher Art die Begünstigungen für die Mitglieder<sup>22</sup> waren, konnte bislang nur vermutet werden, so z.B. besondere Ehrensitze etc.<sup>23</sup> In den Anträgen P. Oxy. XLIII 3099 (Z. 7 f.) und 3101 (Z. 10 f.) wird nun formuliert *ἔχων τὴν τῶν τρεφομένων ἡλικίαν*, d.h., "da ich das Alter der zu Speisenden erreicht habe". Speisungen als Ehrungen sind aus dem Mutterland bekannt; welcher Art sie hier waren und bei welchen Gelegenheiten sie gewährt wurden, ist nicht feststellbar.<sup>24</sup> Die Antragsteller fügen Nachweise über ihre Abstammung bei,<sup>25</sup> daraus folgt dann freilich, daß die Zugehörigkeit zu den Klassen der Metropoliten oder *ἀπὸ τοῦ γυμνασίου* Voraussetzung war. Es handelt sich also nicht um eine generelle Unterstützung des Alters, sondern um eine Ehrung der lokalen Oberschicht.<sup>26</sup> Auch das Institut der *σιτηρεσία*, der Getreideversorgung der Metropolis, ist keine allgemeine

<sup>19</sup> C. 10, 50, 3; 10, 42, 2. Für zahlreiche Belege s. N. Lewis aaO; neuerdings s. auch die Rescripte des Septimius Severus in P. Oxy. LX 4068 (200).

<sup>20</sup> S. generell für Alexandria P.M. Fraser, *Ptolemaic Alexandria*, I (Oxford, 1972) 95 ff.; M. El Abbadi, "The gerousia in Roman Egypt", JEA 50 (1964) 164 ff.; M. San Nicolò, *Ägyptisches Vereinswesen zur Zeit der Ptolemäer und Römer*, 1. Teil, *Die Vereinsarten* (2. Aufl., München, 1972) 40 ff.

<sup>21</sup> P. Wisc. II 56 (209) (73 J.); PSI XII 1240 = SB V 7989 (222) (68 J.); P. Oxy. XLIII 3099–3102 (225/226) (58, 53, 63 J.); P. Ryl. IV 599 = SB V 8032 (226) (68 J.). P. Wash. I 3 (III) bringt eine Liste von Männern (57, 61, 56, 69 J.), die sich der Epikrisis unterzogen hatten; hier liegt eine Beziehung zur Gerousia nahe.

<sup>22</sup> P. Ryl. IV 599, Z. 11 f.: ... ὡς τὸ μετέχειν τῶν τῆς γερουσίας τιμίων κτλ.

<sup>23</sup> Vgl. nur E.G. Turner, "The gerousia of Oxyrhynchos", AfP 12 (1937) 179 ff.

<sup>24</sup> F. Kayser, "À propos de l'ἐπὶ τῶν στεμμάτων", Bull. de l'Inst. Franç. d'Arch. Or. 89 (1989) 225 scheint an Ernährung allgemein zu denken; im übrigen s. dort zum Auswahlverfahren (Hinweis von Frau Dr. S. Russo).

<sup>25</sup> S. hierzu C.A. Nelson, *Status declarations in Roman Egypt* (Am. Stud. Pap. 19, Amsterdam 1979), 63 ff.

<sup>26</sup> Zur Speisung als Ehrung in Athen vgl. nur F. Gschnitzer in Pauly – Wissowa, *Realencyclopädie Suppl.* XIII 805 ff. s.v. Prytanis.

Fürsorgemaßnahme, sondern eine Begünstigung bestimmter Kategorien wohlhabenderer Bürger ohne Rücksicht auf Altersgruppen.<sup>27</sup>

Ansonsten sind keine besonderen staatlichen Maßnahmen für Ältere,<sup>28</sup> auch nicht der Fürsorge feststellbar bis Justinian.<sup>29</sup> Aktivitäten der Kirche in der Fürsorge für Ältere bedürfen noch der Untersuchung.<sup>30</sup>

### III.

#### 1. Familienverfassung

Im privaten Bereich, d.h. im privatrechtlichen Bereich haben wir zunächst die Familienverfassung anzusprechen.

Das Athen des Mutterlandes und auch die anderen Poleis beruhten auf dem *oīkōs* als der Grundeinheit der Verwandtschaft und des Staates.<sup>31</sup> Kinder hatten die Pflicht, ihre Eltern im Alter zu unterhalten (Isaeus 8, 32), von gewissen Ausnahmen abgesehen, so wenn die Eltern ihnen nicht die gebührende Erziehung hatten zuteil werden lassen oder wenn sie prostituiert wurden. Verletzungen der Unterhaltspflicht konnten in Athen mit einer Popularklage, der *γραφὴ γονέων κακωσέως* verfolgt werden.<sup>32</sup> Die Archonten wurden vor der Wahl u.a. befragt, ob sie ihre

<sup>27</sup> J. Rea, *The Oxyrhynchus Papyri*, XL (London, 1972), 1 ff. N. Lewis, "The recipients of the Oxyrhynchus sitereson", *CdE* 49 (1974) 158 ff.

<sup>28</sup> W. Clarysse machte im Gespräch darauf aufmerksam, daß die Katökenlehen in ptolemäischer Zeit auch der Altersversorgung der Katöken dienten, da sie bis zum Tode belassen wurden.

<sup>29</sup> S. auch M.I. Finley, "The elderly in classical Antiquity", *Greece & Rome*, 2nd. Ser. 28 (1981) 156 ff.

<sup>30</sup> Vgl. einstweilen allgem. E. Wipszycka, *Les ressources et les activités économiques des églises en Egypte du IV au VII s.* (Brüssel, 1972) 109 ff.

<sup>31</sup> S. H.J. Wolff, "Ehrerecht und Familienverfassung in Athen", *Traditio* 2 (1944) 43 ff., 90 f. = *Beiträge zur Rechtsgeschichte Altgriechenlands und des hellenistisch-römischen Ägypten* (Weimar, 1961) 155 ff., 232 f.

<sup>32</sup> H. Lipsius, *Das Attische Recht und Rechtsverfahren* (Leipzig, 1905) 343; W. Becker, *Platons Gesetze und das griechische Familienrecht* (München, 1932) 203; W.K. Lacey, *The Family in Classical Greece* (London, 1968) 116 ff. Zu den auf Solon zurückgeföhrten Regelungen vgl. nur E. Ruschenbusch, *Σόλωνος νόμοι, Die Fragmente des solonischen Gesetzeswerkes mit einer Text- und Überlieferungsgeschichte* (Wiesbaden, 1966) Fr. 55a-57. Für Delphi ist auf ein Gesetz, wohl aus dem 4. Jh. a.C., zu verweisen, in dem die Verpflichtung zum Unterhalt von Vater und Mutter festgelegt wird: [ὅστις καὶ μὴ τρέφη τὸν πατέρα καὶ τὸν ματέρα, ἐπεὶ καὶ ποτανγέ[λλη]ται πο[ι]τὸν βουλάν κτλ. (Z. 6 ff.). Wer diese Pflicht verletzt, soll von

Eltern gut behandelt hatten (Aristot. *Ath. Pol.* 55, 3). Es handelt sich damit um private Verpflichtungen, deren Erfüllung staatlich überwacht und sanktioniert wurde.

Nach Ägypten wurden weder das System des Oikos noch diese Klage übernommen.

## 2. *Positivrechtliche Sätze*

Positivrechtliche Sätze über einen Unterhaltsanspruch der Älteren gegenüber Jüngeren und d.h. konkret der Eltern gegen die Kinder sind nicht überliefert.

Ich beschränke mich hier in Leiden wohlweislich auf die griechischen Texte. Nur ein Hinweis, Herodot berichtet, daß in Ägypten nur die Töchter Unterhaltspflichten hätten, nicht die Söhne; Seidl hat dies letztlich bestätigt aufgrund des RB von Hermopolis und der Eheverträge.<sup>33</sup> Der Bericht des Herodot dürfte sich aber nur auf Ägypter, nicht auf Griechen bezogen haben.

Wie in den Papyri üblich, ist das Material an Verträgen, Klagen, Eingaben usw. oder auch Briefen auf Anhaltspunkte zu durchmustern. Das bedeutet aber auch, daß sich das Bild nur aus Einzelaufnahmen zusammensetzen läßt, also allenfalls ein Mosaik entstehen wird.

der Boule gefesselt und in das öffentliche Haus (Gefängnis ?) geführt werden, dann bricht der Text ab. (Publ. von L. Lerat, "Une loi de Delphes sur les devoirs des enfants envers leurs parents", *Rev. de Philol., de Litt. et d'Hist. Anc.* 69 [1943] 62 ff., Hinweis von E. Ruschenbusch). Für Delphi sind auch noch vereinzelt Freilassungsurkunden aus den Jahren 174–151 a.C. zu nennen, die Unterhaltsklauseln bringen: *γηραιοφήσαι* etc. Soweit dem freilassenden Eigentümer (z. B. SGDI II 1731, 1884 ?) oder dem das Lösegeld leistenden Dritten (s. SGDI II 1723) Unterhalt zu erbringen ist, wird man das unter die Paramonepflichten einordnen können. Damit ist dann auch Vorsorge für das Alter des Freilassers getroffen. Eine Besonderheit bietet aber SGDI II 1708, wenn der Unterhalt für die eigenen Eltern der freigelassenen Sklavin geregelt wird, mögen diese dann Sklaven oder frei sein: *τρέφεται δὲ Μήδας τὸν διονπατέρα καὶ τὰ ματέρα ... καὶ εὐσχημονίζεται, ἐπεί καὶ ἐνάλικιαν ἔλθη, εἰ χρέιαν ἔχοισαν ... τροφᾶς ή εὐσχημονισμοῦ, εἴτε δουλεύοντες εἴτε ἐλεύθεροι γενονότες* (Z. 12 ff.). Offen muß bleiben, ob diese Regelung ganz altruistisch vom Freilasser getroffen wurde oder nur, um sich von der Last der dann Alten zu befreien.

<sup>33</sup> E. Seidl, "Die Unterhaltspflicht der Töchter und die Kauffehe in den Papyrusurkunden", *Atti dell'XI Congresso Internazionale di Papirologia ...* (Milano, 1966), 149 ff.

Belege für Alexandria und für die anderen Poleis sind nicht erhalten. Hier wäre noch am ehesten eine Anlehnung an das Recht des Mutterlandes zu erwarten. Die Urkunden stammen vielmehr aus der Chora.

Die Übersicht ergibt folgendes:

Vereinbarungen über Unterhalt mit den Kindern werden genannt in Ent. 25 und 26. Im ersten Falle aus dem Jahre 222 a.C. geht es um einen Sohn, der dem Vater keinen Unterhalt gewährt, obwohl ihn dieser großgezogen und auch die γραμμή [ματική τέχνη?] gelehrt hatte, der Sohn war außerdem schon früher aufgrund einer Eingabe zur Unterhaltsleistung (4 Kupferdrachmen/Mt und 1 Artabe Getreide - 26-62 I/Mt)<sup>34</sup> veranlaßt worden (Z. 4 f.); der Vater beantragt nun, den Sohn zur Leistung und zur Bürgenstellung zu zwingen.<sup>35</sup> In der nachfolgenden gütlichen Einigung verpflichtet sich der Sohn zur Leistung von 2 Kupferdrachmen/Monat. Während der ursprüngliche Betrag vielleicht ausgereicht haben wird, ist das nun sicher nicht mehr der Fall.<sup>36</sup> Im zweiten Falle aus dem Jahr 221 a.C. führt gleichfalls ein Vater Beschwerde gegen seine Tochter, die bislang aufgrund einer eidlichen Ver-

<sup>34</sup> Im Referat von M. Stol wurde ein Mindesttagesbedarf von 2 l Gerste angenommen; dem könnte hier bei 62 l entsprochen worden sein.

<sup>35</sup> Der Vater trägt den Namen Πάππος, der Sohn den Namen Στρούθος. R. Taubenschlag scheint die Parteien für Ägypter zu halten: "Alimentationspflicht" (Anm. 9), *Studi Riccobono*, I 510 Anm. 16 = *Op. min.* II 543 Anm. 16; in "Gerokomia", *RIDA* (3<sup>e</sup> Sér.) 3 (1956) 175 = *Op. min.* II 340 f., wird darauf nicht mehr abgestellt. Bei allen Schwierigkeiten aufgrund der Namen die "Nationalität" festzustellen, handelt es sich hier doch wohl um Griechen. Von Spitznamen ("Großvater" und "Sperling") dürfte hier nicht auszugehen sein. Zu dem Spitznamen Στρούθος vgl. T. Derda, "ΣΤΡΟΥΘΟΣ – *pdd*, an example of a bilingual nickname", *Zs. f. Papyrologie u. Epigraphik* 65 (1986) 187 ff. (Hinweis von Frau Dr. Jördens). Ein Στρούθος begegnet auch in Tebt. III 1, 815 fr. 2 Ro 2, 25 und fr. 10, 1,3 (228-221 a.C.), beide Fälle in griechischem Umfeld. Es könnte sich um den gleichen Mann handeln, da in Ent. 25 Z. 4 ein Funktionär in Arsinoe genannt wird.

<sup>36</sup> Zu den Lebenshaltungskosten s. J. Gachet, "P.Cairo IV 59649: un mémoire à Zénon. Trois propositions pour l'exploitation commerciale d'un navire", *Cahiers Rech. Inst. Pap. Ég. Lille* 12 (1990) 101 ff.; E.G. Turner, "Four obols a day men at Saqqara", *Le Monde Grec, ... Hommages à Claire Préaux* (Brüssel, 1975) 573 ff.; T. Reekmans, *La sitometrie dans les archives de Zenon*, Brüssel 1966, 51 f.: nach 248/7 a.C. Rationen zwischen 3/4 und 1 1/8 Art./Mt. (= 573-1149 gr. Brot/Tag). F. Heichelheim, *Wirtschaftliche Schwankungen der Zeit von Alexander bis Augustus* (Jena, 1930) 102 ff.: für 210 a.C. Mindestlohn 60 Kupferdrachmen/Tag, S. 121: 1 Art. Gerste kostet 93 Drachmen. S. auch o. Anm. 34.

pflichtung — im Zusammenhang mit einer drohenden Klage des Vaters in Alexandria abgegeben — ihm Unterhalt in Höhe von 20 Drachmen/Monat geleistet hatte, aber nun verführt durch einen κίναιδος (Tänzer ?) dies unterläßt. Der Antrag geht auf Zwang gegen die Tochter zur Leistung und auf angemessene Bestrafung des Verführers.

Die Erwähnung der Erziehung der Kinder knüpft vielleicht an Regelungen des Mutterlandes an, ob die Erfüllung solcher Pflichten auch in Ägypten Voraussetzung war, muß offenbleiben. In beiden Fällen wird die Eingabe auf vorhergehende Verpflichtungen gestützt. Im ersten Fall scheint schon ein Funktionär eingeschaltet worden sein, im zweiten hatte der Vater wohl einen Prozeß in Alexandria anstrengen wollen, die Tochter hatte daraufhin im Tempel die eidliche Verpflichtung zur Unterhaltsleistung in Höhe von 20 Dr./Monat ἐργαζομένη αὐτῇ τῷ ιδίῳ σώματι<sup>37</sup> übernommen. Der Abschluß beider Vereinbarungen läßt den Schluß auf eine dahinter stehende normative Regelung durchaus zu.<sup>38</sup> Ob Ansprüche der Mutter gegen Kinder bestehen, läßt sich nicht belegen; ein Ausschluß scheint mir nicht wahrscheinlich.

Eine weitere Klage ist in BGU VII 1578 (II/III, Fayum) belegt. Der sehr zerstörte Text läßt nur erkennen, daß der Vater seine gewaltunterworfenen Tochter in die Ehe gegeben und aus seinem Vermögen ausgestattet hatte (Z. 9 ff.), sie sollte ihn wohl unterhalten (Z. 14: [γεγ]ηροσβοσκηκέναι) und hat dies anscheinend nicht getan. Der Vater spricht auch von ἀσέβεια (Z. 8). Da der Vater vielleicht ein entlassener Veteran ist (Z. 6) und von Gewaltunterworfenheit die Rede ist, könnte hier römisches Recht zugrundegelegt worden sein. Rechtliche Regeln sind vielleicht für die spätere Zeit anzunehmen, entspr. der Entwicklung im römischen Recht.<sup>39</sup>

<sup>37</sup> Hgb.: "par son travail à sa propre subsistance"; Wilcken, *AfP* 10 (1932) 243: als Hetäre.

<sup>38</sup> Gegen die Annahme eines Anspruches des Vaters gegen den Sohn R. Taubenschlag, "Gerokomia" (Anm. 9), *RIDA* (3<sup>e</sup> Sér.) 3 (1956) 175 = *op. min.* II 341 f., der aber das vorhergehende Verfahren übersieht.

<sup>39</sup> S. D. 25,3,5 und C. 5,25. L. Wenger, *Die Quellen des röm. Rechts* (Wien, 1953) 828 f., 303. M. Kaser, *Römisches Privatrecht* 1. Abschn. (2. Aufl. München, 1971) 351, und 2. Abschn. (2. Aufl., München, 1975) 206. E. Sacher, s.v. "Potestas patria", in Pauly – Wissowa, *Realencyclopädie* XXII, 1, 1113 ff. Zu ersten Belegen in den Hadriani Sententiae § 4 und § 14: A.A. Schiller, "Alimenta in the Sententiae Hadriani", *Studi in onore di Giuseppe Grosso*, IV (Turin, 1974) 401

Beschwerden und Eingaben wegen mangelnder Sorge für Eltern sind allerdings deutlich seltener als die von Kindern über mangelnden Unterhalt durch Vormünder oder über die Entziehung des Nachlasses nach dem Tod beider Eltern oder eines Elternteils im Ganzen oder von Teilen durch die Verwandtschaft.

### 3. Adoption

Nach der Überlieferung in den Papyri zu schließen, hat die Adoption keine besondere Rolle gespielt. Es begegnen zwar häufig Erwähnungen von Adoptionsverhältnissen,<sup>40</sup> zahlenmäßig fast noch häufiger Erklärungen, daß es sich um den natürlichen und nicht adoptierten Sohn handele, so in den ἐπίκρισις-Erklärungen für die ἀπὸ γυμνασίου,<sup>41</sup> aber Urkunden über eine Adoption sind selten. Wir haben letztlich nur 5 Urkunden,<sup>42</sup> davon betreffen 2 wenigstens zweifelhafte Fälle.<sup>43</sup> Für un-

ff., und: N. Lewis, "Hadriani sententiae", *Greek, Roman and Byzantine Studies* 32 (1991) 267 ff.

<sup>40</sup> S. nur P. Col. VIII 222 (160/3), P. Heid. IV 329 (105); P. Oxy. III 504 (II), VIII 1123 (158), XIV 1721 (187); P. Oxy. Hels. I 36 (167), SB XIV 11337 (II): θέσει νιός/θυγατρίη. P. Erl. 28 (II), P. Oslo III 114 (I/II), SB XVIII 13958 (vgl. D. Hagedorn, *Zs. f. Papyrologie u. Epigraphik* 90, 1992, 280): νιοθεσία. Erwähnung eines Adoptionsverhältnisses auch in UPZ I 3 und 4 (164 a.) und P. Col. Zen. I 58 (248 a.). Zur Adoption in Athen und zur γηροτροφία vgl. L. Rubinstein, *Adoption in fourth century Athens* (Kopenhagen, 1993) 64 ff.

<sup>41</sup> Z.B. P. Oxy. II 257 (94), X 1266 (98), XVIII 2186 (260); PSI IV 457 (268), VII 732 (153); P. Mich. XIV 676 (272), SB XIV 11271 (117), alles Texte aus Oxyrhynchos.

<sup>42</sup> P. Oxy. IX 1206 = JP 10 = SP I 10 (335) — Kind ist zwei Jahre alt. P. Lips. 28 = MChr 363 (381) — ein Enkel von ca. 10 Jahren wird vom jüngeren Sohn der Großmutter adoptiert. P. Köln VII 321 (VI/VII) — der Angenommene ist anscheinend schon älter, ihm werden Arbeitspflichten auferlegt, Gewinn und Verlust werden geteilt, der Angenommene soll die Stellung eines eigenen und erstgeborenen Sohnes haben. Zu P. Oxy. XVI 1895 = SP I 11 (554) und P. Cair. Masp. III 67305 = SB I 5656 (568) s. Anm. 43.

<sup>43</sup> In P. Oxy. XVI 1895 gibt eine Mutter ihre Tochter einem Ehepaar, da sie den Unterhalt nach dem Tod ihres Mannes nicht mehr aufbringen kann. Das Mädchen soll als θυγατρή νομίμη gehalten werden, die Mutter darf sie nicht wegnehmen, wenn doch, muß sie die bisherigen Aufwendungen ersetzen — das spricht gegen eine wirkliche Adoption. P. Cair. Masp. III 67305 ist eine merkwürdige Mischung aus Aufnahme in den Haushalt, Verpflichtung zur Erziehung und zum Unterhalt mit Arbeitspflichten des Kindes sowie Aufnahme eines Darlehens. Der Knabe ist das Kind der zweiten Frau des Aufnehmenden, er soll für seinen Unterhalt arbeiten, soll erzogen und versorgt werden wie ein Kind aus guter Familie. Die Entfernung aus dem

seren Zusammenhang ist die streitige Frage der Einordnung nach römischem Recht oder als volksrechtliche Institute unerheblich.<sup>44</sup> Die Gründe für die Adoption werden nie angegeben, manchmal ist die Fürsorge für das Kind zu erschließen. Ob auf Seiten des Adoptierenden der Gedanke der Fortsetzung der Familie und ev. auch der Fürsorge im Alter eine Rolle gespielt hat, können wir nicht feststellen. Das Alter der Adoptiveltern wird nicht mitgeteilt. Es kann weiter auch nur die Frage gestellt, aber nicht beantwortet werden, ob die bei den Griechen geübte Praxis der Aussetzung von Kindern<sup>45</sup> und die damit verbundene Möglichkeit der Aufnahme ausgesetzter Säuglinge durch Dritte zur Erziehung als Sklaven oder eigene Kinder Auswirkungen auf die Häufigkeit von Adoptionen hatte.<sup>46</sup>

#### 4. Vertragliche Regelungen

In Eheverträgen begegnen regelmäßig keine Abreden zugunsten des überlebenden Ehegatten. Anders dagegen in erbrechtlichen Verträgen oder in Testamenten, hier wird von Seiten des Mannes zugunsten der Frau regelmäßig ein Wohnrecht und auch die Leistung von Unterhalt bis zu einer etwaigen Wiederheirat angeordnet,<sup>47</sup> entspr. von Seiten der Frau zugunsten des Mannes ist nicht üblich.<sup>48</sup> Der Unterhalt ist in diesen

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Haus bei schlechtem Benehmen wird aber auch festgesetzt. Der Gedanke an eine Adoption liegt damit eher fern.

<sup>44</sup> Vgl. hierzu zuletzt: J. Beaucamp, *Le statut de la femme à Byzance (4-7 siècle)*, II, *Les pratiques sociales* (Paris, 1992) 163 ff.; M. Kurylowicz, "Adoption on the evidence of the papyri", *The Journal of Juristic Papyrologie* 19 (1983) 61 ff.; H.J. Wolff, "Das Vulgarrechtsproblem und die Papyri", *Zs. Savigny - Stiftung*, Rom. Abt. 91 (1974) 93 ff., und Bd. 96 (1979) 345. Vgl. außerdem K. Maresch, Einl. zu P. Köln VII 321.

<sup>45</sup> S. nur O. Montevercchi, "I paragrafi 41 e 107 dello Gnomon dell'Ididoslogos: implicazioni sozio-culturali e demografiche", *Atti del XVII. Congresso Internazionale di Papirologia*, III (Neapel, 1984) 965 ff.; S.B. Pomeroy, "Cognomina and the exposure of infants in Egypt", *Studies in Roman Law in memory of A.A. Schiller* (Leiden, 1986) 147 ff.

<sup>46</sup> Allerdings spielte die Adoption nach dem Referat von McDowell auch schon im pharaonischen Ägypten keine größere Rolle.

<sup>47</sup> H.-A. Rupprecht, "Das Ehegattenerbrecht nach den Papyri", *Bull. Am. Soc. Pap.* 22 (1985) 293. S. auch H. Kreller, *Erbrechtl. Untersuchungen aufgrund der graeco-ägypt. Papyrusurkunden* (Leipzig, 1919) 187 ff., 354 ff., 362 ff. S. außerdem Diog. 9 (röm. Testament, 186–224, Fayum), P. Lugd.-Bat. XIII 14 (röm. Testament, II, Fayum), P. Lond. V 1730 (585, Syene).

<sup>48</sup> H.-A. Rupprecht, aaO.

Fällen von den Erben, i.d.R. den Kindern zu leisten. In byzantinischer Zeit sonst bezeugte Bedenken gegen eine 2. Ehe der Frau<sup>49</sup> sind in den Papyri insoweit nicht festzustellen. In einer Teilung<sup>50</sup> des Nachlasses nach dem Ehemann/Vater durch die Witwe und die 5 Söhne werden der Witwe einerseits bestimmte Leistungen zugesagt, aber auch die Pflege und Ernährung für ἐμφανέστερον γῆρας. Eine andere Regelung wird gewählt, wenn die Ehegatten sich gegenseitig zu Erben einsetzen und die Kinder erst nach dem Letztversterbenden berufen werden — eine Unterhaltsregelung erübrigt sich damit, wenigstens wenn der Nachlaß ausreicht.<sup>51</sup>

Die Vergabe von Vermögen durch die Eltern auf den Todesfall kann mit Auflagen hinsichtlich des Unterhalts verbunden werden.<sup>52</sup> So wurde in P. Mich. V 321 (42, Tebt.) eine detaillierte Regelung getroffen. In P. Mich V 322 (46, Tebt.) wurde das umfangreiche Vermögen eines offensichtlich sehr wohlhabenden Priesterehepaars, 69 bzw. 60 Jahre alt, auf 3 Söhne, 2 Töchter und einen Enkel ἀπὸ τοῦ νῦν, also mit sofortiger Wirkung übertragen; die Kinder sind gehalten, den Eltern Unterhalt zu gewähren, der genau festgelegt wird: 2 Artaben Weizen und 6 Kotyle Öl im Monat, sowie 300 Dr. für Aufwendungen und Kleider im Jahr und Begleichung der privaten Verbindlichkeiten und der Steuern (Z. 32).<sup>53</sup> In

<sup>49</sup> Vgl. nur J.U. Krause, *Witwen und Waisen im römischen Reich* (200 v.Chr. – 600 n.Chr.) (Stuttgart, 1994) 156 ff.; J. Beaucamp, *Le statut de la femme à Byzance* (4–7 siècle), I, *Le droit impérial* (Paris, 1990) 226 ff., II, *Les pratiques sociales* (Paris, 1992) 61 ff., und: "La référence au veuvage dans les papyrus byzantins", *Pallas* 32 (1985) 149 ff. Zu Witwen allgem. s. G. Tibiletti, "Le vedove nei papiri greci d'Egitto", *Atti del XVII. Congresso Internazionale di Papirologia*, III (Neapel, 1984) 985 ff. Zu Wiederheirat s. auch M. Humbert, *Le remariage à Rome. Etude d'histoire juridique et sociale* (Milano, 1972) 90 ff., 343.

<sup>50</sup> P. Cair. Masp. III 67314, Z. I 12 f., 26 ff., III 28 ff. (VI, Antinoopolis).

<sup>51</sup> P. Lond. V 1727 (583, Syene) = FIRA III 67. In P. Mon. III 80 (102-117, Fayum) setzen sich die Ehegatten gegenseitig zu Erben ein mit voller Verfügungsbefugnis; der älteste Sohn erhält nach dem Letztversterbenden 2 Anteile — ägyptischer Einfluß?

<sup>52</sup> Eine merkwürdige Mischung von gemeinschaftlichem Testament und Vergabe auf den Todesfall stellt P. Eleph. 2 = SP I 82 (284 a., Eleph.) dar; die Söhne sollen nach Übergabe des Vermögens die Eltern im Notfall unterstützen und die Schulden zahlen.

<sup>53</sup> Wohl entspr. Regelung in P. Mon. III 85 (II, Fayum). S. auch R. Saller, *Patriarchy, property and death in the Roman family* (Cambridge, 1994) 130 f. Im übrigen drängen sich Vergleiche mit der Ausgestaltung des "Altenteils" nach

diesem Fall wird — wie auch sonst häufig<sup>54</sup> — die Verpflichtung der Kinder zur Bestattung der Eltern festgehalten, hier sogar zu einer standesgemäßen Bestattung: τὴν τῶν αὐτῶν δύο κηδείαν καὶ περιστολὴν κατὰ ἀξίαν τοῦ βίου κτλ. (Z. 34).<sup>55</sup>

Ein lebhaftes Bild über die Belastungen durch Unterhaltsleistungen und die daraus entstehenden Familienstreitigkeiten bietet P. Lond. V 1708 (567, Antinoopolis), oder die Urkunde über einen Erbverzicht zugunsten der Brüder nach dem Vater und auch zukünftig nach der Mutter, da der verzichtende Sohn den Unterhalt für die Mutter nicht leisten kann (P. Lond. III 932, S. 148 [211, Hermopolis]).<sup>56</sup> Die Nichtleistung von Unterhalt konnte zur Verstoßung und Enterbung der Kinder führen (Cair. Masp. I 67097 Vo D: Tochter, und III 67353: 4 Kinder [569, Antinoopolis]).<sup>57</sup>

### 5. Eigene Vorsorge

Soweit keine Rechtssätze oder entspr. Abmachungen — wie gerade gesehen — eingreifen, bleibt dem Einzelnen nur die eigene Vorsorge, auch hierfür haben wir Belege. So in dem leider modern anmutenden Fall in BGU IV 1024 VII (Ende des IV., Hermopolis), die Mutter hatte die Tochter an einen πορνοθεσκός verkauft, also in ein Bordell, um so den eigenen Unterhalt sicherzustellen. Die Tochter war ermordet worden, 1/10 des Vermögens des zum Tode verurteilten Täters verfällt der Mutter.<sup>58</sup> Menschlich anrührender ist P. Oxy. L 3555 (I/II, Oxy.): die Petentin verlangt Schadensersatz für die Verletzung eines kleinen Skla-

bayrischem Brauch auf, vgl. L. Thoma, *Meine Bauern — Die Hochzeit, Ges. Werke* IV (München, 1922) 49 ff.

<sup>54</sup> Diog. 11/12 (213), Kron. 50 (138), Tebt. II 381 (123), P. Lond. II 880 (S.8) (90), SB VI 9373 (II); SB VIII 9642, 1 (104), 3 (125), 4 (117-138), 5 (138-161); SB XII 10888 (II).

<sup>55</sup> Als demotische Parallele s. BM Andrews 1, Z. 10 (Theben, 264 a.).

<sup>56</sup> S. auch P. Lond. V 1728 (585, Syene).

<sup>57</sup> M. Wurm, *Apokeryxis, abdicatio und exheredatio* (München, 1972) 92 ff.; L.S.B. MacCoull, *Dioscorus of Aphroditopolis — His work and his world* (Berkeley, 1988) 39 ff.

<sup>58</sup> S. R. Taubenschlag, *Das Strafrecht im Rechte der Papyri* (Leipzig, 1916) 109 ff. Vgl. zu den romanistischen Implikationen des Urteils auf Vermögensübertragung L. Wenger, *Die Quellen des röm. Rechts* (Wien, 1953) 830, 833. S. generell zu der Urkunde und zu dem Fall J.G. Keenan, "Roman criminal law in an Berlin Papyrus Codex (BGU IV 1024 - 1027)", *AfP* 35 (1989) 15 ff., 19 ff.

venmädchen, das sie zur Musikerin ausbilden ließ, um Unterhalt im Alter zu haben (Z. 8: ἔχειν με γηροβοσκόν). Zu nennen ist auch der Brief einer Mutter an ihren — griech. — Sohn, der die demot. Schrift lernte, um dann im Hause eines — ägypt. — Arztes die Kinder zu unterrichten, so ἔξεις ἐφόδιον εἰς τὸ γῆρας (UPZ I 148 [II a.C., Memphis]).

Im übrigen finden sich Hinweise auf das Alter und die damit verbundene Gefahr der Not in vielen Eingaben;<sup>59</sup> so auch auf körperliche Schwäche, Krankheit — insbesondere Augenleiden — und die Gefahr, deshalb schlecht und rücksichtslos behandelt zu werden. Das wird mehr sein als nur ein üblicher Topos bei Eingaben.<sup>60</sup>

Als Beispiele der Vorsorge sind auch die angeführten Zensuserklärungen Alleinstehender zu nennen, aus denen folgt, daß sie ohne Verwandtschaft leben, aber wenigstens einen Sklaven haben, der sie wohl versorgen muß.<sup>61</sup>

Ansonsten bieten die Urkunden nur Belege für das tatsächliche Zusammenleben in der Familie,<sup>62</sup> wo die tatsächliche Sorge für die Älteren aus der Situation wohl selbstverständlich folgte.<sup>63</sup> Ausdruck hierfür ist

<sup>59</sup> Hier nur einige Beispiele: P. Ent. 43 (221 a.C.): Rückzahlung einer Schuld, damit der Petent für das Alter das Notwendige habe. P. Lond. VII 1976 (253 a.C.): Unterstützung der Mutter durch die Tochter bei einem Marktstand, die Tochter wurde durch einen verheirateten Mann verführt und fällt nun aus (vgl. hierzu W. Clarysse — K. Vandorpe, *Zénon — Un homme d'affaires grec à l'ombre des pyramides* [Louvain, 1995] Kap. 15). PSI XIV 1422 (III): Bitte eines über 50jährigen Athleten um die Verleihung eines Heroldsamtes im Fayum, um seinen Unterhalt sicherzustellen. P. Ryl. IV 659 = P. Sakaon 41 (322): unberechtigte Heranziehung eines greisen Witwers zu Steuern, der auch seiner Kinder beraubt wurde. P. Oxy. XXXIV 2708 (169): Bitte um Rechtsschutz durch einen Mann, der im Streit mit Neffe und Nichte um ein gemeinsames Haus liegt, wobei er den größeren Anteil hat, er ist alt und seine Söhne sind verstorben. S. auch die Lit. in Anm. 1.

<sup>60</sup> Vgl. zur Gesundheit nur R.S. Bagnall, *Egypt in late antiquity* (Princeton, 1993) 184 ff.

<sup>61</sup> S.o. Anm. 6.

<sup>62</sup> R. S. Bagnall — B. W. Frier, op. cit. (Anm. 2) 62 Anm. 36 und 39, 62 Anm. 40.

<sup>63</sup> S. z.B. P. Cair. Masp. II 67154 II (566-570, Antinoopolis): Schenkung auf den Todesfall vom Vater an die Tochter wegen ihrer -bisherigen- Pflege und Versorgung des Vaters im Alter. Stud. Pal. I S. 6 = FIRA III 52: Einsetzung der Ehefrau wegen der Pflege des Erblassers. Coll. Youtie II 83 (353, Oxy.): Vergabe auf den Todesfall durch eine Mutter an 2 Söhne, wobei ausdrücklich hervorgehoben

die Eingabe einer Erbin, daß Nachlaßgegenstände gestohlen worden seien, die ihr als Erbin zustünden, ihr, die die Mutter gepflegt und alles den Kindern Gebührende getan habe:  $\tau\alpha\ \pi\acute{r}\epsilon\pi\eta\tau\alpha\ \gamma\acute{e}\iota\pi\pi\theta\alpha\ \dot{\nu}\pi\dot{\theta}$   $\tau\acute{e}\kappa\eta\omega\ \gamma\acute{o}\nu\pi\dot{\theta}\pi\dot{\iota}\ \dot{\alpha}\pi\pi\pi\eta\pi\dot{\theta}\pi\dot{\iota}\pi\dot{\sigma}\alpha$  (P. Oxy. VIII 1121, Z. 9 ff., [295, Oxy.]).

Als Resumée läßt sich also ziehen, daß eine staatliche Fürsorge nicht nachzuweisen und wohl auch nicht zu vermuten ist. Sicherung des Unterhalts und der Existenz im Alter ist Sache der privaten und d.h. der eigenen Vorsorge.

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wird, daß der eine nach dem Tode des Vaters bei der Mutter ausgeharrt und die Werkstatt mit betrieben hat.

ABBREVIATIONS OF INSCRIPTIONS AND  
PAPYROLOGICAL TEXT EDITIONS USED

BGU = *Aegyptische Urkunden aus den Königlichen (später: Staatlichen) Museen zu Berlin, Griechische Urkunden*, Berlin, 1895 ff.

P. BM Andrews = *Ptolemaic Legal Texts from the Theban Area*, hrsgb. C.A.R. Andrews, Cat. Dem. Pap. Br. Mus., IV (London, 1990).

P. Brux. = *Papyri Bruxellenses Graecae I, Papyrus du nome Prosopite*, hrsgb. G. Nachtergael (Brüssel, 1974).

P. Cair. Masp. II-III = *Papyrus grecs d'époque byzantine II-III*, hrsgb. J. Maspero, Cat. Gén., Kairo (1913-1916).

P. Col. VIII = *Columbia Papyri*, hrsgb. R.S. Bagnall, T.T. Renner u. K.A. Worp, Am. Stud. Pap., 28, (Atlanta, 1990).

P. Col. Zen. = *Zenon Papyri: Business Papers of the Third Century B.C. dealing with Palestine and Egypt*, I-II, hrsgb. W.L. Westermann u.a. (New York, 1934-1940).

P. Coll. Youtie = *Collectanea Papyrologica: Texts Published in Honor of H.C. Youtie*, hrsgb. A.E. Hanson (Bonn, 1976).

CPR XIII = *Corpus Papyrorum Rainieri*, XIII, *Griechische Texte IX, Neue Papyri zum Steuerwesen im 3.Jh. v.Chr.*, hrsgb. H. Harrauer (Wien, 1987).

P. Diog. = *Les archives de Marcus Lucretius Diogenes et textes apparentés*, hrsgb. P. Schubert (Bonn, 1990).

P. Eleph. = *Elephantine-Papyri*, hrsgb. O. Rubensohn, *Aegyptische Urkunden aus den königlichen Museen in Berlin: Griechische Urkunden, Sonderheft* (Berlin, 1907).

P. Ent. = *Enteuxois: Requêtes et plaintes adressées au Roi d'Égypte au III<sup>e</sup> siècle avant J.-C.*, hrsgb. O. Guéraud, Publ. Soc. Fouad I (Kairo, 1931).

P. Erl. = *Die Papyri der Universitätsbibliothek Erlangen*, hrsgb. W. Schubart (Leipzig, 1942).

FIRA = *Fontes Iuris Romani Antejustiniani ...*, hrsgb. S. Riccobono (Florenz, 1968-1972).

P. Flor. III = *Papiri greco-egizii, Papiri Fiorentini III, Documenti e testi letterari dell'età romana e bizantina*, hrsgb. G. Vitelli (Milano, 1915).

P. Heid. IV = *Griechische Texte der Heidelberger Papyrus-Sammlung IV* (n. F.), hrsgb. B. Kramer u. D. Hagedorn (Heidelberg, 1986).

JP = *Juristische Papyri*, hrsgb. P.M. Meyer (Berlin, 1920).

P. Köln VII = *Kölner Papyri VII*, hrsgb. M. Gronewald u. K. Maresch (Köln-Opladen, 1991).

P. Kron. = *L'archivio di Kronion*, hrsgb. D. Foraboschi (Milano, 1971).

Pap. Lugd.-Bat. = *Papyrologica Lugduno-Batava* (Leiden, 1941 ff.).

P. Lips. = *Griechische Urkunden der Papyrussammlung zu Leipzig*, hrsgb. L. Mitteis (Leipzig, 1906).

MChr. = L. Mitteis, *Grundzüge und Chrestomathie der Papyruskunde*, II. Band, Juristischer Teil, 2. Hälfte, Chrestomathie (Leipzig-Berlin, 1912).

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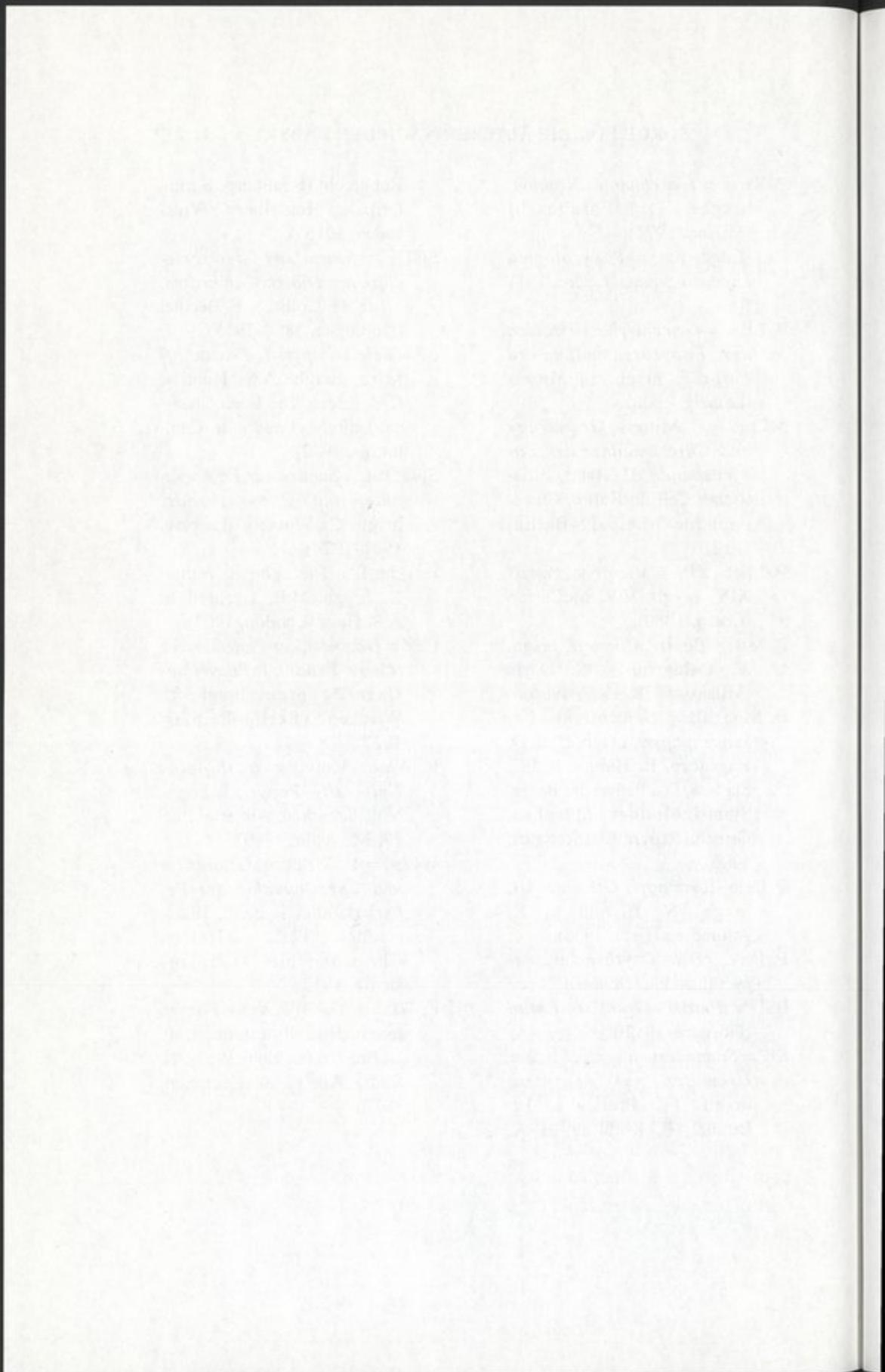
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## LEGAL ASPECTS OF CARE OF THE ELDERLY IN THE ANCIENT NEAR EAST: CONCLUSION

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The papers presented in this volume illustrate the dangers of writing history from the point of view of problems of contemporary concern. What may be a burning issue for our society might not even have existed as a problem in the ancient world or, if it did exist, might have held a low priority, not meriting the attention that modern scholars lavish upon it.

Fortunately, care of the aged does not fall into the category of a purely contemporary concern. Any society that does not abandon its aged to die of neglect and starvation must face the problem of allocating resources for their support. While it is true, as Van Driel points out, that life in the ancient Near East was in general much shorter and death much quicker, even the few that survived into old age, or lingered on in a slow decline of physical and mental powers, would have placed a huge burden on an economy that knew more scarcity than surplus. There must have been mechanisms for sharing the burden among the productive members of society.

Nonetheless, the ancient sources are not structured to deal with the problem in the same way as we do. There is a temptation, which all the contributors to this volume have stoutly resisted, to distort the evidence of the sources so as to read into them indications of concerns familiar to us, or, where direct evidence of such concerns is found, to inflate the importance of marginal social or legal phenomena.

The type of evidence available is particularly unrewarding. Care of the aged does not form a separate category in the law codes; indeed, there is not a single law that deals with the subject directly. We must rely entirely on indirect evidence: administrative documents or the records of private arrangements. Apart from the usual problems of incompleteness and the

accidents of discovery, such sources suffer from the flaw of being anecdotal evidence. Lacking statements of principle which would give wider validity to their content, we are obliged to reconstruct the theoretical framework which produced them. Moreover, the evidence is mostly from the wealthier strata of society, who alone kept written records, but for whom care in old age was not usually a problem. For example, Veenhof stresses that the records of Assyrian merchants, which form our predominant source for life in the Old Assyrian period, are those of successful businessmen, who could retire to Assur on the profits of their trade in Anatolia, leaving their business in other hands. McDowell remarks upon the irony that the longer Egyptian officials lived, the higher they were likely to rise in the hierarchy, the more records they were likely to generate, and the less likely they were to know material want in old age. Nevertheless, certain patterns do emerge from the evidence, and even underlying principles common to the different societies and periods, as they attempted to grapple with the same problems, relying on comparable economic and technical resources and similar intellectual tools.

In none of the societies of the ancient Near East was law central to the care of the aged. The reason is obvious: it was first and foremost a social obligation. Van Driel considers that the structure of the family was optimal for coping with the problem of old age. In particular, the "Mediterranean" pattern of marriage, where the husband was typically ten years older than the wife, would result in the husband being cared for by the wife in his old age, and she in turn being cared for by her adult sons.<sup>1</sup> I would go further and regard the ancient Near Eastern family as essentially a mechanism for supporting non-productive persons: young children, the sick and the aged. Children represented by far the least burden: they entered the work force at a very early age and their productivity could be counted on to increase. Any resources diverted to them were therefore an investment. The chronically sick were a more serious problem. If rare, it was one that was still recognised, as LH § 148 reveals:

If a man marries a woman and the *la<sup>2</sup>bum* disease strikes her and he wishes to marry another, he may marry, but he may not divorce his wife

<sup>1</sup> This pattern of marriage was identified by M. Roth, "Age at Marriage and the Household: A Study of Neo-Babylonian and Neo-Assyrian Forms", *Comparative Studies in Society and History* 29 (1987) 715-47.

with the *la<sup>2</sup>bum* disease. She shall remain in the household that he made and as long as she lives he shall continue to support her.

This principle applies all the more to the aged, where decreased productivity and increasing dependence was the only prognosis. In addition, care of the elderly was considered to include their burial and funeral rites, which, Veenhof notes, could involve considerable expense. The Old Assyrian practice of burying the dead under the floor of the house solved the problem by using family structure in the most material sense.

Lack of centrality, however, did not mean that law was absent from the domain of care of the elderly. On the contrary, legal rules were essential. The family-based system of support relied on two factors: natural love and affection, and external social pressure - the latter being graphically illustrated by the penalty of a slap in the face in the Emar documents discussed by Veenhof. Powerful as these two inducements were, they could sometimes be ineffective, for example when personal animosities overcame feelings of affection or when need or greed proved more powerful than shame, as in the neo-Babylonian case where a man complained that his brother had abandoned him and his son had run away (VAS 5 21). Furthermore, the family required a certain minimum of productive members in order for it to perform its social welfare functions. Death or childlessness might easily reduce the family below the configuration where it could operate effectively. It was at this point that the law had to intervene. It did so in two ways, by providing a coercive framework which bolstered social obligations, and artificial substitutes for a dysfunctional family.

## I COERCIVE FRAMEWORK

### 1. *Public sector*

The studies in this volume reveal two ways in which the public authorities ensured that social obligations toward elderly family members were fulfilled. The first was direct coercion, as epitomised in the famous boast of King Lipit-Ishtar in the prologue to his law code: "I made the father support his children; I made the child support his father." How the king imposed this duty, however, is not made clear in the law code or else-

where. Possibly it refers to the king's prerogative powers, exercised through the granting of petitions.

The second way was by the division of public sector positions between the elderly incumbent and a younger member of his family. The clearest example is the "Staff of Old Age" in Egypt adduced by McDowell for high officials, but her examples of workmen from Deir-el-Medinah where a father retired in favour of his son, who in turn gave him half his rations, also lend themselves to interpretation as a compulsory arrangement by the employer. The same principle appears to be behind the family work teams from Sumer analysed by Wilcke, in which an "old man" is stated to head a team, presumably because he relied on the productivity of younger members of the team to earn their rations.

Nonetheless, all the contributors stress that the role of the public sector was limited. Even measures such as tax relief for persons over 60, noted by Rupprecht for Roman Egypt, have as yet found no echo in the evidence from earlier periods. Care of the elderly was primarily a matter for the private sector. This did not mean, however, that the law had no role to play. On the contrary, the law helped to shape the obligations of private individuals and there are even indications that certain rules of property and contract were constructed, albeit not expressly, with care of the elderly in mind.

## 2. Private Sector

The law of property was so structured as to provide a framework within which family obligations could more effectively be enforced. Firstly, the law of inheritance, by concentrating ownership in the older generation, but at the same time giving the owner a limited power to re-allocate the shares of potential ownership among the heirs, provided a powerful economic incentive for the younger generation to fulfill its social duties of support. The link was always implicit, but could also be made an express condition of a *donatio mortis causa*, as Rupprecht attests for Roman Egypt. In examples given by Veenhof from the Old Assyrian sources, an extra share of the inheritance might be specifically linked to sole assumption of the duty of support, and was evidently intended as compensation for the extra expense.

The right of a father to disinherit altogether a (biological) son was severely limited, and the exact grounds upon which it was allowed are

not known, but it is a reasonable presumption that failure to support one's elderly parents was prominent among them. Certainly, disinheritance was a direct sanction for failure to support in relationships where there was no vested right to inherit, as in the disinheritance of a "sister" at Deir-el-Medineh, adduced by McDowell (HO 70,1).

The importance of inheritance as the basis for family arrangements is underlined by McDowell, who contrasts the situation of owners of land and offices with that of craftsmen, who had no such bargaining chip with which to exact support from their children. The extent to which common principles of inheritance law could be adapted to local needs is illustrated by Veenhof's "group 1" Anatolian contracts of the Old Assyrian period. Normally, the father would retain ownership of family property until his death, after which his sons might artificially extend his household by holding the estate in common – a widespread institution in the ancient Near East. In the Anatolian contracts, the father enters into undivided ownership with his sons in his lifetime, thus relinquishing management to the younger generation but retaining his share of the income as an equal partner. That fear of his own declining powers was behind the arrangement is revealed by Text E, which includes an express clause obliging the sons to take care of the surviving spouse after the death of the father or mother, and only to divide on the death of the survivor.

Secondly, the dowry was a type of property with special rules of management and devolution which were designed to provide support for a widow in her old age. During her marriage, it disappeared into the husband's assets, but once widowed she regained control. She could either use it as a fund from which to draw current income or offer the inheritance of it as an incentive to her children to support her. Many systems also give evidence of the possibility of a gift by the husband to his wife to take effect on her widowhood, which supplemented her dowry. On the whole, the widow appears to have had a wider discretion over disposal of her inheritance than did her husband, which suggests that its legal character was closer to a social welfare fund than to family property. McDowell discusses the will of the widow Naunakhte, who disinherited four of her children who had not helped her in her old age. She was able to exclude them from her own marital property derived from her dowry, property acquired from or with her first husband, and her own earnings,

but they were still entitled to share in the estate of her second husband, their own father.<sup>2</sup>

## II ARTIFICIAL SUBSTITUTES

### 1. *By Contract*

In Mesopotamia, primary responsibility for care fell upon the son, apparently followed by the brother. In this, it mirrored the order of automatic succession laid down by the traditional law of inheritance. Beyond this magic circle lay relatives who could inherit, but only at the testator's discretion: daughters, daughters-in-law, sons-in-law. Where a son or brother was lacking, a simple contract with a member of the outer circle of heirs was sufficient to bind the testator's discretion in their favour, in return (and conditional upon) support in old age. Both Stol and Van Driel attest to contracts whereby a person from the outer circle takes over responsibility for care in the absence of a son or brother, in return for a share of the inheritance. The flexibility allowed in contractual arrangements in this context is demonstrated by a case cited by Stol in which a son sells his inheritance share in his mother's estate (presumably with her consent) to her granddaughter and is compensated by the latter for the expenses that he has already incurred in supporting his aged mother, a responsibility which the granddaughter will henceforth assume (*OLA* 21 no. 65).

### 2. *By Adoption*

The parent-child relationship is a biological relationship with legal and social consequences. The law can at least reproduce the legal consequences by the device of adoption. Where parents adopted a young child, they may have been making a long-term investment for their old age, but the law also allowed adoption of adults, the purpose of which, as Van Driel notes, was specifically to provide for their support.

Where the adoptee was an adult, the family law format could cover a purely commercial arrangement, whereby a financier took over the debts of an elderly person fallen on hard times and provided them with a mod-

<sup>2</sup> For a detailed analysis, see J. Černý, "The Will of Naunakhte and the Related Documents", *JEA* 31 (1945) 29-53.

est pension, in return for acquisition of their estate, usually consisting of land or prebends. The adoption was reduced to the barest of fictions, as in an Old Babylonian case cited by Stol (*CT* 47 63), and the same financier might have himself adopted many times, each adoption representing a successful transaction.

At the other end of the economic scale, the adoptee might have only his own person to offer by way of exchange. In a case from Roman Egypt cited by Rupprecht, a mother sold her daughter to a brothel in order to assure her own support (*BGU* IV 1024 VII). Adoption could be pressed into service for the same purpose, as in an Old Babylonian contract cited by Stol, where a woman adopted a girl who was to work as a prostitute and "give her bread to eat" (*BE* 6/2 4).

### 3. *Nuns*

During the Old Babylonian period, there existed a special class of nun (*nadiatum*), which is studied by Stol. Nuns dedicated to the god Shamash were bound to celibacy and lived in a type of cloister. Their special status gave rise to interesting legal problems, the solutions to which, especially as regards the care of elderly nuns, illustrate the ingenuity of Babylonian jurisprudence.

The care of a nun was primarily the responsibility of her brothers, a legal duty confirmed in the Laws of Hammurabi. By the same token, they were her primary heirs. In return for rations, the nun would assign her landed property to her brothers for exploitation.

The system essentially drew upon the model of the dowry, for which it created a substitute. The main source of a nun's property was her paternal household, from which she received a dowry on entering the cloister. A wife's dowry was managed by her husband during the marriage for their common benefit. Although her husband was obliged to support her, the benefits that she received were not quantified, since she lived in a common household with her husband. The nun's brothers substituted for a husband, but their duty of support was more visible, as she lived apart from them. The result was litigation, as reluctant brothers needed sometimes to be forced to fulfill their duty to the proper extent.<sup>3</sup>

<sup>3</sup> There was a further model that applied from marriage. Upon divorce, a wife was in principle entitled to restoration of her dowry. An arrangement was sometimes made whereby the husband retained the dowry, in return for supporting his former wife with

The situation was not confined to the nun's old age, but would be exacerbated by it, as the brothers died and were replaced by their sons, the nun's nephews, who might not have the same ties of affection to an aged and distant aunt. Hence the law made allowance for repossession of her land by the nun and the provision of rations through a purely commercial lease arrangement with a farmer, should the brothers or their successors fail to meet their obligation of support. Stol cites just such a case where the court turned a sceptical eye on nephews' claims to have supplied their aunt with the appropriate rations, and assigned her land to a farmer (*MHET* II/3 459).

To the above system might be added the option of adoption, most frequently in the form of adoption of a niece who was herself a nun and who would take over responsibility for her support. In this way, support for an aging aunt could be reconciled with her brothers' concern to keep her dowry within the family.

#### 4. *Slaves*

An advantage of slaves over land pointed out by several contributors was their capacity not only to provide care but to engage in remunerative work. It seems that, unlike land, slaves did not require extensive management, and were thus an easier source of income, somewhat on a par with shares in a company today. Rupprecht gives the example of a mistress who had a slave trained as a musician in order to support her in her old age (P. Oxy. L 3555).

On the other hand, even slaves needed an incentive to be faithful in their support of an aged master, and this the law provided through adaptation of the power of manumission. The basic pattern, already reported by Wilcke in the neo-Sumerian period, was that a slave was freed on condition that he remain with his master and look after him until the latter's death, after which he was altogether free. The arrangement, which continued into later Greek sources under the title *paramone*, was a contractual one which replaced the status of slavery, but whose provisions were no less binding. Failure to fulfill them might result in re-enslave-

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rations, e.g. VAS 8 9-10; VAS 18 1. See Westbrook, *OBML* 79. This model might account for the phenomenon noted by Stol of a nun's allowance being referred to as if it were her dowry (e.g. Fish, *Letters*, No. 6 = *AbB* 10 6; *MHET* II/3 459).

ment. Again, adoption of the slave could be added to his manumission, to bring his position within the ambit of the family model.

##### *5. Public Sector*

The ultimate substitute for the family was the public sector – Palace or Temple – but its role as a safety net is a matter of dispute between the contributors. Wilcke suggests that reduced rations expressly allocated to old men without children, at the same level as for weaned children too young to work, indicate a social welfare role of the neo-Sumerian state institutions. By contrast, Van Driel interprets reduced rations paid by neo-Babylonian temples to old and handicapped members of work teams merely as a sign of reduced production. In his view, old people who could no longer work dropped out of the list altogether, the burden of care being shifted to their family. This is a question that requires further study in the extensive institutional archives of both periods, but in view of the practice of neo-Babylonian temples of acquiring as permanent temple slaves aged servants at the end of their master's life, I am inclined to be less sceptical about the temples' social welfare role as the ultimate refuge of the destitute elderly.

For all their caution in the face of scarce, enigmatic, and atypical sources, the papers in this volume also illustrate the advantages of analysing ancient evidence from the point of view of a question of contemporary concern. The opposite approach - to write a history dictated by the sources available - may seem more realistic, but has grave methodological drawbacks. Not only the vagaries of discovery, but the very texts themselves, give a distorted perspective, reflecting as they do the immediate concerns and narrow self-interest of a small segment of society. The documents do not "speak for themselves"; the historian is entitled to comb through sources concerned with other problems in search of hints and allusions to social issues which he may reasonably presume to have been present.

As all the contributors note, the ancient Near Eastern sources give little intimation that society regarded care of the elderly as a separate issue. Only in the late period, in the papyri from Roman Egypt discussed by Rupprecht, do we find special technical terms for the different types of care. The evidence, or rather the lack of it, should be regarded with caution. It was the terminology that was new, not the categories that it repre-

sented. I consider it unlikely that the papyri, which contain much the same private arrangements as found in the ancient Near East for millenia past, reveal a wholly new attitude to care of the elderly. It is more probable that they continue an ancient tradition which they cast into more exact and accessible terminology.

In summary, unpromising sources have under intense scrutiny yielded a surprising amount of information about the law concerning care of the elderly. While the legal systems studied may not have developed any legal theory in this regard, they did generate a good deal of legal practice. As documents continue to be discovered in ongoing excavations, we may expect further enlightenment on the topic addressed in a preliminary way in this volume. But even in the absence of new raw data, the approach here adopted, involving the cooperation of specialists in the different legal systems that made up the ancient Near East, is far from exhausting the insights that it can offer into this issue, and indeed into any other legal issue that has both contemporary concern and a long history.

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TKT N.B. Jankovskaja, *Klinopisnye teksty iz Kjul'-Tepe v sobranijach SSSR* (Moscow, 1968)

KTS J. Lewy, *Keilschrifttexte in den Antiken-Museen zu Stambul. Die altassyrischen Texte vom Kültepe bei Kaisarije* (Konstantinopel, 1926).

LE Laws of Ešnunna

MCS *Manchester Cuneiform Studies* (Manchester, 1951-1964)

MDP *Mémoires de la Délégation en Perse* (Paris, 1900 —)

MHE *Mesopotamian History and Environment*. (Ghent)

MHET *Mesopotamian History and Environment. Series III. Texts* (Ghent)

MSL *Materialien zum sumerischen Lexikon* (Rome, 1937 —)

Müller, *Geschlechtsreife*  
E.W. Müller, ed., *Geschlechtsreife und Legitimation zur Zeugung* (Freiburg, München, 1985)

MVN *Materiali per il Vocabolario Neosumerico* (Rome, 1974 —)

NABU *Nouvelles assyriologiques brèves et utilitaires* (Paris, 1987 —)

Nbk J.N. Strassmaier, *Inschriften von Nabuchodonosor, König von Babylon (604-561 v. Chr.)* Babylonische Texte Heft V-VI (Leipzig, 1889)

NBL Neo-Babylonian Laws

Nbn J.N. Strassmaier, *Inschriften von Nabonidus, König von Babylon (555-538 v. Chr.)* Babylonische Texte Heft I-IV (Leipzig, 1889)

NATN David I. Owen, *Neo-Sumerian Archival Texts primarily from Nippur in the University Museum, The Oriental Institute and the Iraq Museum* (Winona Lake, 1982)

NG A. Falkenstein, *Die neusumerischen Gerichtsurkunden 1-3*, Bayrische Akademie der Wissenschaften, philosophisch-historische Klasse, Abhandlungen, Neue Folge, Heft 39, 40, 44 (München, 1956-57)

NRVN M. Çiğ, H. Kızılıyay, *Neusumerische Rechts- und Verwaltungs-urkunden aus Nippur I* (Ankara, 1965)

OBML R. Westbrook, *Old Babylonian Marriage Law*, AfO Beiheft 23, (Horn, 1988)

OECT *Oxford Editions of Cuneiform Texts* (Oxford, 13 Vol.)

OIP Oriental Institute Publications (Chicago)

OLA *Orientalia Lovaniensia Analecta* (Louvain)

OLZ *Orientalistische Literaturzeitung* (Berlin, 1898 —)

OrAnt *Oriens Antiquus* (Rome, 1962 —)

OrNS *Orientalia, Nova Series* ((Rome, 1932 —)

OrSP *Orientalia [Series Prior]* (Rome, 1920-1930)

PBS University of Pennsylvania, The University Museum, *Publications of the Babylonian Section* (Philadelphia, 15 Vol.)

Powell, *Labor* M.A. Powell, ed., *Labor in the Ancient Near East*, American Oriental Series, Vol. 68 (New Haven, 1987)

PRAK H. de Genouillac, *Premières recherches archéologiques à Kich*, Vol. I-II (Paris, 1924-1925)

RA *Revue d'Assyriologie et d'Archéologie orientale* (Paris, 1886 —)

RdÉ *Revue d'Égyptologie* (Cairo, Paris, 1933 —)

RIDA *Revue Internationale des Droits de l'Antiquité* (troisième série, Brussels 1954 —)

Riftin A.P. Riftin, *Starovavilonskie juridiceskie i administrativnie dokumenti v sobranijach SSSR* (Moscow, 1937)

RIA *Reallexikon der Assyriologie und vorderasiatischen Archäologie* (Berlin, 1932 —)

ROMCT *Royal Ontario Museum. Cuneiform Texts* (Toronto)

RTC F. Thureau-Dangin, *Receuil de tablettes chaldéennes* (Paris, 1903)

SABW *Sitzungsberichte der Bayerischen Akademie der Wissenschaften*

SAK *Studien zur Altägyptischen Kultur* (Hamburg, 1974 —)

SAT 1 *Sumerian Archival Texts, I: Marcel Sigrist, Texts from the British Museum* (Bethesda, 1993)

SCCNH *Studies on the Civilization and Culture of Nuzi and the Hurrians* (Winona Lake, 1981 —)

SD *Studia et Documenta ad Iura Orientis Antiqui Pertinentia* (Leiden, 1936 —)

SET T.B. Jones, J.W. Snyder, *Sumerian Economic Texts from the Third Ur Dynasty* (Minneapolis, 1961)

SFS V. Scheil, *Une saison de fouilles à Sippar* (Cairo, 1902)

SLB *Studia ad tabulas cuneiformes a F.M. Th. de Liagre Böhl collectas pertinentia* (Leiden, 1952 —)

SMEA *Studi Micenei ed Egeo-Anatolici* (Rome, 1966 —)

Stone – Owen, *Adoption*

E.C. Stone and D.I. Owen, *Adoption in Old Babylonian Nippur and the Archive of Mannum-mešu-liššur*, Mesopotamian Civilizations 3 (Winona Lake, 1991)

STT O.R. Gurney, P. Hulin, *The Sultantepe Tablets*, Vol. I-II (London, 1957, 1964)

SVS G. Pettinato and others, *Studi per il Vocabolario Sumerico* (Rome, 1985)

TBÉR Jean-Marie Durand, *Textes babyloniens d'époque récente* (Paris, 1981)

TCL *Musée du Louvre. Département des antiquités orientales. Textes cunéiformes* (Paris, 31 Vol.)

TCT I Bertrand Lafont, Fatma Yıldız, *Tablettes cunéiformes de Tello au Musée d'Istanbul datant de l'époque de la III<sup>e</sup> Dynastie d'Ur*, I (Istanbul, 1989).

TEBR Francis Joannès, *Textes économiques de la Babylonie récente* (Paris, 1982)

TCS *Texts from Cuneiform Sources* (Locust Valley, 1966 —)

TÉL Charles Virolleaud, *Textes économiques de Lagash (époque de la III<sup>e</sup> Dynastie d'Ur) copiées en 1900 au Musée Impérial Ottoman* (= Cahiers de la Société asiatique, XIX, Paris, 1968)

TIM *Texts in the Iraq Museum* (Bagdad, Wiesbaden, 11 Vol.)

TJDB E. Szlechter, *Tablettes juridiques de la 1re Dynastie de Babylone conservées au Musée d'Art et d'Histoire de Genève* (Paris, 1958)

TLB *Tabulae cuneiformes a F.M. Th. de Liagre Böhl collectae* (Leiden, 4 Vol.)

TUAT O. Kaiser, ed., *Texte aus der Umwelt des Alten Testaments* (Gütersloh, 1982-1995)

TUT G. Reisner, *Tempelurkunden aus Telloh* (= Königliche Museen zu Berlin. Mittheilungen aus den orientalischen Sammlungen, Heft XVI, Berlin, 1901)

TVE G. Beckman, *Texts from the Vicinity of Emar in the Collection of Jonathan Rosen*, History of the Ancient Near East, Monographs II (Padova, 1996)

UCP *University of California Publications in Semitic Philology* (Berkeley)

UET *Ur Excavations. Texts* (London/Philadelphia, 9 Vol.)

UM University Museum (Philadelphia), museum number

UNT Hartmut Waetzoldt, *Untersuchungen zur neusumerischen Textil-industrie* (Rome, 1972)

VAB *Vorderasiatische Bibliothek* (Leipzig, 7 Vol., 1907-1916)

VAS *Vorderasiatische Schriftdenkmäler* (Berlin, 27 Vol.)

WO *Die Welt des Orients* (Göttingen, 1947 —)

YOS *Yale Oriental Series. Babylonian Texts* (New Haven, 18 Vol.)

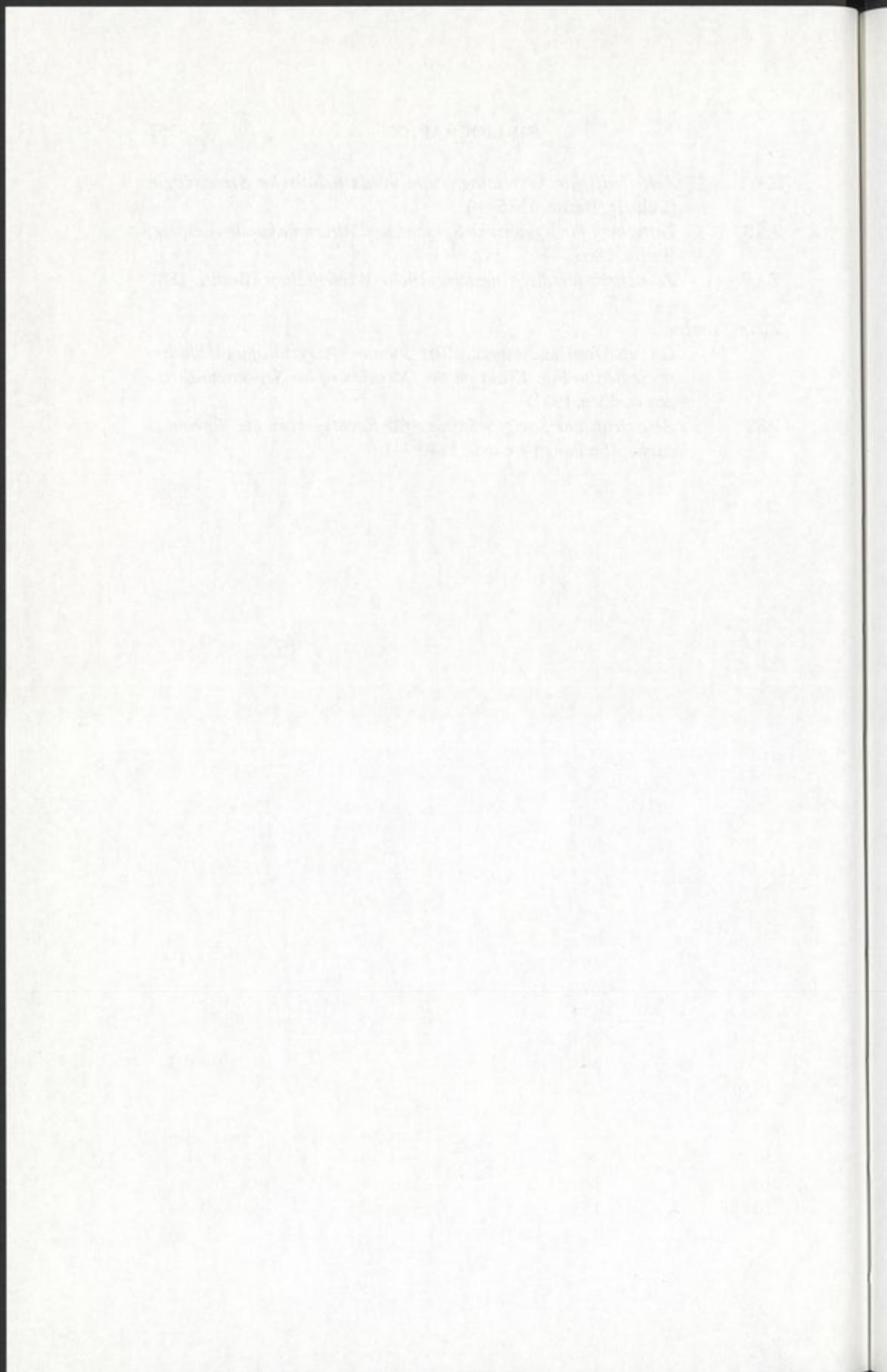
ZA      *Zeitschrift für Assyriologie und vorderasiatische Archäologie*  
(Leipzig, Berlin, 1886 —)

ZÄS     *Zeitschrift für Ägyptische Sprache und Altertumskunde* (Leipzig,  
Berlin, 1863 —)

ZAW     *Zeitschrift für die Alttestamentliche Wissenschaft* (Berlin, 1881  
—)

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ZSS     *Zeitschrift der Savigny-Stiftung für Rechtsgeschichte. Romanis-  
tische Abteilung* (Weimar, 1880 —)



## INDICES

### AKKADIAN AND SUMERIAN TEXTS

3N-T845	83 n. 97	10 204	88 n. 116
<i>AbB</i>		11 41	62 n. 13; 109 n.
1 106	87 n. 111	11 55	212
1 113	87 n. 111		98 n. 165; 116
1 134	86 n. 107	11 150	n. 241
1 138	86 n. 106	12 9	155
2 116	87 n. 111	13 21	155
2 129	86 n. 107	13 98	125 n. 18
2 150	86 n. 106		88 n. 115
3 19	68 n. 35; 87 n.	<i>AfO</i> 38-39 (1991-92) 20: 43-48	
	112		59-60
3 71	109		
4 145	78	<i>AfO</i> 38-39 (1991-2) 86-88 no. 6	185-186
4 147	86 n. 107		
5 223	88 n. 117	<i>AKT</i> 1 14	127 n. 21
5 267	87 n. 111	<i>AIT</i> 16	124 n. 12; 124
7 12	88 n. 114		n. 13
7 13	88 n. 114		
7 14	88 n. 114	<i>Ana ittišu</i> 3 III 48	177 n. 27
7 16	88 n. 114		
7 53	108 n. 209	<i>AnOr</i> 8	
7 154	87 n. 111	14	176
7 155	87 n. 111	48	166 n. 3
7 156	87 n. 111	<i>AOAT</i>	
7 157	87 n. 111	222 no. 1	193 n. 61
9 156	86 n. 106	222 no. 5	193
9 228	88 n. 118; 125	222 no. 8	192-193; 193 n.
10 6	63 n. 19; 86 n.		61
	105; 247-248 n.	222 no. 10	193
	3	222 no. 14	163 n. 1; 193
10 25	87 n. 113	222 no. 19	193
10 179	86 n. 110	222 no. 24	193
10 188	155	236 no. 100	169 n. 13

<i>ARN</i>		69	128; 129; 130;
7	73 n. 52; 83		135
29	62 n. 10; 65; 67	71	128; 130
	n. 33; 92	72	128; 130; 132
101	63 n. 18	73	128; 130
160	64 n. 25	74	128; 130; 131;
161	65; 68 n. 36; 68		133
	n. 38; 69 n. 40	75	124 n. 16; 128;
166	89 n. 122		130; 132; 134
p. 64 Ni 353	83 n. 97	77	128; 129
p. 77 Ni. 1919	76 n. 66	78	128; 130; 135;
			135 n. 35
<i>ARV</i>			
12	111 n. 217	<i>BA</i> V/4 (1906) 503 no. 33	
105	103 n. 187		63 n. 18; 78; 78
			n. 76
<i>ASJ 2</i>			
18: 54	31	<i>BAP</i>	
21: 60	31	6	74 n. 59
22: 62	33	101	113 n. 228
<i>ASJ 3</i> 152: 108	33	102	113 n. 228
		288	37 n. 22, 40
<i>ASJ 9</i> 323ff. no. 1	32 n. 11	<i>BDHP</i>	
<i>ASJ 16</i> 231f.	128; 129; 136	14	112 n. 221
<i>AUAM</i> 73.2427	67	22/23	105 n. 197
		25	66 n. 28; 73 n.
<i>AulOr 5</i> (1987)			53; 73 n. 55;
233 no. 13	124 n. 16		104 n. 193
234f. no. 14	128; 130	34/35	99 n. 167
235f. no. 15	128; 129	41	76-77; 76-77 n.
238 no. 16	124 n. 16		70
<i>AulOrS 1</i> (= A)		42	115 n. 235
5	124 n. 12	43	101 n. 177
28	128; 130	55	91 n. 130
39	128; 131	56	94 n. 142
40	128; 131	65	68 n. 36
41	128; 130; 131	66	70 n. 44; 100 n.
42	128; 136 n. 36		173
43	132	70	66; 68 n. 34; 89;
45	128; 130		95 n. 147; 103
46	128; 132		n. 184
48	128; 129	<i>BE</i>	
50	128; 129; 130	6/1 15	96 n. 151

6/1 95	82; 89 n. 122; 104 n. 191	BM 55784 BM 63910	185 167 n. 7
6/1 96	84 n. 100	BM 64026	192
6/1 101	73 n. 53; 73 n. 55	BM 74591 BM 75601	195 182
6/1 116	73 n. 53; 82; 84 n. 98; 104 n. 191	BM 78543 BM 80784 BM 82504	184 101 n. 178 84 n. 101
6/2 4	77-78; 247	BM 92654	80
6/2 8	74	BM 96887	84 n. 100
6/2 28	65; 70 n. 44	BM 96956	138 n. 43
6/2 48	65; 67 n. 33; 75 n. 65; 75-76; 76 n. 66; 93 n. 137	BM 96982 BM 96990 BM 97003	84 n. 100 138 n. 43 84 n. 100
6/2 70	65; 68 n. 34; 94	BM 97107	63 n. 20; 65
8 106	195-196	BM 97197	91
8 117	196	BM 97303	74 n. 57; 84 n.
14 40	78 n. 75; 124; 126	BM 97304	102 64; 67; 88; 88 n. 119; 104 n. 191; 107
Bertin 57	194		
Bertin 1429	167 n. 7	BM 97544	63 n. 18; 78-79; 78-79 n. 78
Bertin 1547-8	185-186		
Bertin 1730	192 n. 59		
Bertin 2692-3	185	<i>Bull. of the Ancient Orient Museum</i> 2 (1980)	
Bertin 2852-3	187-188		
<i>BIN</i>		24 no. 9 no. 26	31 n. 10 42
2 75	61 n. 5; 65		
2 87	70 n. 44	<i>Camb</i> 273	182-183
4 96	127 n. 21	CBS 1409	111 n. 217
6 2	138 n. 44		
6 16	155	<i>CCT</i>	
6 222	141	3 6b	112 n. 6
7 71	92 n. 134	5 1a	148-149 n. 63
7 187	65	5 8a	142 n. 54
7 190	93-94	5 9b	139 n. 48
7 206	84 n. 99; 84 n. 100; 94	5 14b	142 n. 54
<i>BJRL</i> 64 (1981) 107 no. 47		CH	
	26 n. 4	§ 148 § 150	242-243 80-82
BM 30238	194	§ 171	72
BM 54063	187-188	§ 171f.	138

§ 172	72	6 26a	111 n. 217; 112;
§ 177	138; 138 n. 43;		112 n. 221; 124
	150		n. 12
§ 178	62 n. 13; 85-86;	6 30a	63 n. 15; 68 n.
	87; 95; 108 n.		36; 97 n. 154
	205	6 30a	104 n. 192; 105
§ 179	95		n. 196
§ 185-193	162 n. 1	6 33a	65; 68 n. 36; 69
CL II 16-24	60; 243		n. 41; 100 n.
<i>CST</i> pl. xvii-xviii	35	6 37a	170; 107 n. 202
<i>CT</i>		6 38a	80
2 22	102 n. 179	6 40a	81
2 24	68 n. 36; 77; 86	6 40c	114 n. 233
	n. 108; 104 n.	6 43	90 n. 127
	191	6 47a	111 n. 217
2 30	111 n. 217	6 47b	95 n. 147
2 31	98 n. 163	8 4a	79-80
2 35	63 n. 14; 97 n.	8 5a	72 n. 51
	157; 98 n. 165;		73 n. 53; 104 n.
	124 n. 12	8 6b	191
2 41	63 n. 20; 66; 68	8 9a	101 n. 177
	n. 36; 86 n. 108;	8 12c	115 n. 237
	98 n. 161; 103	8 20a	65; 114-115
	n. 189		69 n. 39; 91; 90
2 46	102 n. 179		n. 129; 98 n.
2 47	101 n. 178; 103	8 25a	163; 107 n. 204
	n. 186		68 n. 36; 82 n.
4 1b	90 n. 128; 125;	8 28b	92; 98 n. 161
	129	8 29a	96 n. 150
4 10	68 n. 36; 68 n.	8 34b	111; 111 n. 217
	38; 98 n. 165		62 n. 13; 82 n.
4 16a	90 n. 127	8 37a	89; 125
4 25b	95 n. 148	8 46	65; 113 n. 226
4 34a	68 n. 36; 86 n.		68 n. 36; 73 n.
	108; 94 n. 142;		53; 101 n. 176;
	95 n. 146	8 49a	104 n. 191
4 37c	97 n. 154		68 n. 36; 74 n.
4 43b	68 n. 36; 86 n.		57; 92 n. 134;
	108		103 n. 185; 104
4 44c	89 n. 121	8 49b	n. 190
4 45c	65; 113 n. 227	8 50a	62 n. 13; 90;
			104 n. 194
			74 n. 59

9 46 BM 21348      41; 178; 178 n.  
                           32  
 22 6                173 n. 21  
 33 40              98 n. 162      47 63/63a  
 45 11              62 n. 12; 65;  
                           110  
 45 16              70 n. 44  
 45 18              101 n. 178; 103  
                           n. 186  
 45 25              115 n. 237  
 45 29              64 n. 25; 68 n.  
                           34; 90; 90 n.      47 64  
                           128  
 45 34              65; 68 n. 36; 69  
                           n. 41; 98 n. 165;  
                           104 n. 191; 106;      47 65/65a  
                           106 n. 200; 108  
                           n. 209      47 66  
 45 65              74 n. 59  
 45 79              104 n. 191  
 45 101             64 n. 25; 70 n.  
                           44      47 67/67a  
 45 112             95 n. 146  
 47 7                68 n. 36  
 47 8                101 n. 177  
 47 12              102 n. 183; 107      47 68  
                           n. 203  
 47 15/15a          110 n. 216      47 78  
 47 19              68 n. 36; 86 n.  
                           108      48 5  
 47 24              102 n. 180  
 47 30              68 n. 36; 86 n.  
                           108      48 17  
 47 42/42a          66; 70 n. 44; 89      48 18  
                           n. 124; 97 n.      48 19  
                           154; 104 n. 191;      48 29  
                           107  
 47 47              68 n. 36; 98 n.  
                           165; 99 n. 168      48 30  
 47 55              101 n. 177      48 33  
 47 58/58a          68 n. 36; 97 n.  
                           154; 98 n. 163;  
                           98 n. 165; 101      48 46  
                           114 n. 232

48 59	68 n. 36; 96 n. 150; 98 n. 161	93	124 n. 12; 128; 130
48 63	96 n. 151	112	124 n. 12; 128;
55 133	183; 183 n. 40		130
56 794	180-182	117	128; 131
<i>Cyr</i>		156	128; 129
277	186-187	176	128; 129
312	169 n. 12	177	124 n. 12; 128;
368	186 n. 49	181	131
<i>Dar</i> 43	175-176; 182		124 n. 12; 128; 129
<i>DCS</i> 98	86 n. 106	201	128; 131 n. 29
<i>EA</i> 161	124 n. 13	213	128; 134; 135
Edzard <i>SR</i> no. 11	44 n. 37	<i>Evetts Ner</i> 13	166 n. 4
<i>EL</i>		<i>FS Kramer</i>	
7	123 n. 9; 140 n. 51; 147; 149; 151; 153; 155	441f. no. 5	48
8	123 n. 9; 149; 154; 154 n. 78; 155; 155 n. 80	<i>FS Kupper</i>	
9	139 n. 47	36 no. 2	61
10 (=TC 2 73)+TC 3	215	40 no. 4	67
	159	41 no. 5	67
244	139 n. 45		
<i>ELTS</i>		<i>Gomi-Sato Selected Neo-Sumerian administrative Texts from the British Museum</i>	
no. 14	47	no. 374	52-53
no. 15	47		
<i>Emar</i> 6.3 (=E)		<i>Gwaltney The Pennsylvania Old Assyrian Texts</i>	
5	128; 130	no. 19	139 n. 46
15	128; 129		
16	18; 128; 131; 135; 135 n. 34	<i>Hebraica</i> 3 (1886-7)	
30	128; 130	13f	177; 191
31	128; 131	HK 1005-5534	143
32	128; 130	<i>HLC</i> III (1914)	
69	124 n. 12; 128; 130	pl. 149 no. 391	42-43 n. 32
86	128	<i>HSS</i> 9, 22	13
		<i>ICK</i>	

<i>Iraq</i> 54 (1992)		kt 91/k 441	126 n. 20
87 no. 1	128; 130	kt 91/k 453	126 n. 20; 137;
93f. no. 2	128; 130		141
103f. no. 6	128; 129; 136	kt a/k 478	127 n. 22
		kt a/k 1255	142 n. 54; 143
<i>JCS</i> 13 (1959)		kt e/k 167 (C)	146-152
107 no. 8	67	kt f/k 59 (F)	146-152; 157-
107 no. 9	67		158; 160
<i>JCS</i> 25 (1973) 111: 84-92		kt f/k 61 (H)	146; 158-159
	60-61	kt f/k 96 (G)	146; 157-159;
<i>JCS</i> 27 (1975) 135	64 n. 21	kt j/k 625	158 n. 82; 160
<i>JCS</i> 30 (1978) 235	112 n. 221	kt m/k 69	150 n. 66
<i>JEN</i> 335	144	kt r/k 15 (K)	139 n. 47
			146; 159
<i>KAJ</i>		<i>KTK</i>	
7	123 n. 11; 125	18	126 n. 21
9	124 n. 15	103	139 n. 47
<i>Kohler - Peiser Rechtsleben</i>		<i>KTS</i> 1b	148-149 n. 63;
I 10	162 n. 1		150
II 16-17	162 n. 1	<i>LE</i>	
II 20-21	185-186	§ 38	155
IV 20	185 n. 46	§ 60	144 n. 59
kt 88/k 269	73 n. 55		<i>Matouš-Matoušová Kappadokische</i>
kt 89/k 365 (J)	146		<i>Keilschrifttafeln mit Siegeln</i>
kt 89/k 369 (D)	146-152; 153;	no. 57 (A)	146-152; 153;
	157		157
kt 89/k 370 (E)	146-152; 156-	<i>MCS</i> 2 (1952)	
	157; 245	75: BM 105377	49
kt 89/k 379	154-155	<i>MDP</i>	
kt 89/k 383 (I)	146	23 285	125
kt 91/k 139	127 n. 21	24 332	155
kt 91/k 369	126 n. 20	28 425	152 n. 73; 155
kt 91/k 389	141-142; 157;		
	158; 160	<i>MHET</i> II	
kt 91/k 396	145 n. 60	1 19	96 n. 151
kt 91/k 413	126 n. 20	1 30	68 n. 36; 96 n.
kt 91/k 421	137-138; 137 n.		152
	42	1 53	68 n. 36
kt 91/k 423	126 n. 20; 139	1 55	64; 68 n. 36; 69
	n. 48		n. 41; 97 n. 158;
kt 91/k 425	126 n. 20		102 n. 181; 102

	n. 183; 103 n.	247-248 n. 3;
	184; 104 n. 191;	248
	107	3 465
1 79	62 n. 13; 90	5 581
1 80	68 n. 36; 95 n.	848
	145	
1 117	62 n. 13	862
1 122	68 n. 38; 86 n.	864
	108	
2 130	68 n. 36	881
2 131	66; 109 n. 211	
2 135	91	885
2 150	102 n. 180	
2 151	102 n. 180	<i>MVN</i>
2 171	68 n. 36; 89; 95	7 406
	n. 145	10 82-83
2 180	65; 68 n. 36; 69	10 230
	n. 41; 100 n.	<i>NABU</i> 1993 no. 83
	172; 102 n. 181;	175 n. 25; 177
	103 n. 185	<i>NATN</i>
2 250	68 n. 36; 102 n.	104
	182; 109 n. 210	131
2 258	64 n. 25; 91	149
2 277	65; 101 n. 174	258
2 299	65; 68 n. 36; 69	920
	n. 41; 70 n. 44	<i>Nbk</i> 101
2 318	86 n. 106; 102	NBL § 12
	n. 181; 103 n.	170-171
	187	<i>Nbn</i>
2 328	90 n. 128	113
2 333	106 n. 199	356
2 378	101 n. 177	380+
3 345	103 n. 188	697
3 393	73 n. 55; 98-99;	<i>NG</i> 2
	103 n. 185	7
3 417	101 n. 175	99
3 425	101 n. 175	205
3 427	101 n. 175	
3 432	65; 68 n. 36; 69	<i>NRVN</i> 70
	n. 41; 91 n. 131;	
	105 n. 197	<i>OECT</i>
3 459	86-87; 86 n.	8 20
	109; 113 n. 224;	10 110
		65
		163 n. 1; 193

*OLA* 21 no. 65 63 n. 19, n. 20; 134-135: *SAM* 1588  
 65; 116 n. 239; 175-177  
 246 *RA* 85 (1991)

*OrSP* 18 (1925) 36 n. 20 34 no. 22 65, 71  
 no. 24 *Riftin* 38 86 n. 106

*OrSP* 47-49 (1939) 39-40 *ROMCT* 2 37 190  
 no. 382 35 *RTC* 400 27-30  
 no. 483

*PBS* *SAT*  
 8/1 1 64; 79 1 44 33  
 8/1 16 65; 71-72; 170 1 276 34, 35  
 n. 14 1 277 34, 35  
 8/2 116 65; 92-93 1 436 36 n. 19  
 8/2 153 65 *SCCNH* 1  
 8/2 155 76 n. 69 386 no. 6 124 n. 16  
*PRAK* 2 D 24 85; 85 n. 104 *SET* 252 iii 2 37 n. 22

*RA* 26 (1929) 61 n. 6; 64 n. 25 *SMEA* 30 207ff.  
 104-107 no. 3 no. 7 128  
*RA* 59 (1965) no. 8 128; 130  
 147: *FMEO* 14 40 n. 28 no. 9 128; 131-132;  
 133; 135  
*RA* 60 (1966) *Stone Nippur Neigborhoods*  
 131-138 139-140 Plate 67 Text 53 83 n. 97

*RA* 73 (1979) 1 ff. *Stone – Owen Adoption*  
 section A/B 45-46 Text 14 76  
 section I/J 42-43 n. 32; 46- Text 23 67 n. 33  
 47 Text 27 75 n. 63

*RA* 75 (1981) 66; 104 n. 191; *STT* II 400: 45-47 9, 24, 173  
 21: *AO* 8132 107; 108 n. 205 *Tablettes paléo-assyriennes de*  
*Kültepe* 1

*RA* 77 (1983) 124 n. 16; 128; *no. 159* 150 n. 66  
 13-17 no. 1 129  
 16-19 no. 2 124 n. 16 *TBÉR* pl. 71 no. 84 195-196

*RA* 82 (1988) *TCL*  
 29: *HG* 96 66 n. 29 1 86 68 n. 37  
 1 90 83; 95

*RA* 82 (1988) 1 114 66 n. 30  
 134: *BM* 61737 188

1 230	69 n. 39; 106 n. 201	10	128 n. 26; 133; 135
4 62 (B)	146-152	13	128 n. 26; 133
10 59A	66 n. 28	15	128 n. 26; 129;
14 21	139 n. 45		130; 136 n. 37
19 76	139 n. 48	23	134 n. 33
<i>TCS</i>		25	128 n. 26; 133
1 335	32, 34	26	128 n. 26; 133
5 text no. 5	172 n. 19	28	128 n. 26; 130
		30	128 n. 26; 130;
<i>TCT I</i>			134 n. 33
736	37 n. 22; 38-39	37	128 n. 26; 129;
790	31		130
896	41 n. 29	41	133
<i>TÉL</i> 33	41 n. 29	63	128 n. 26; 133
		66	128 n. 26; 133
<i>TIM</i>		85	128 n. 26; 133;
4 13	62 n. 10; 65; 66 n. 29	88	134 n. 33; 135
4 14	61 n. 6; 65	94	128 n. 26
4 27	62 n. 10; 65; 67 n. 33; 72; 72 n. 49; 76; 83		Uchitel <i>Mycenean and Near-Eastern Economic Archives</i>
4 45	125	no. 4	33
4 50	137 n. 40	<i>UCP</i>	
<i>TJDB</i>		10 58	67
MAH 15.954	84; 93 n. 140	10 105	73 n. 56; 79
MAH 15.913	68 n. 36; 69 n. 41	<i>UET</i> 5 88	64 n. 21
MAH 15.139	65	5 89	65; 74-75
MAH 16.353	102 n. 180	5 91	63 n. 18; 73 n. 52; 74-75; 75 n.
<i>TLB I</i> 230	110 n. 213		61; 78 n. 77
<i>TUT</i>		5 94	65
101	36 n. 20	5 95	73 n. 52; 74
146	31	5 99	73 n. 52
154	35 n. 19	5 115	65; 75; 113 n.
159	30-31		227
161	37 n. 22	5 274	70 n. 44
162	30	5 603	65; 75; 113 n. 227
<i>TVE</i>			
6	128 n. 26		

<i>Ugaritica</i> V	9 199	108 n. 208
10 no. 7 (RS 17.36)	136 n. 38	13 32
		13 34
<i>UNT</i>		18 1
no. 18	26-27	19 37
no. 36	30, 32	22 26
<i>VAS</i>		
4 78	189	Wunsch <i>Iddin-Marduk</i>
4 79	189	no. 137
5 21	11; 187; 243	166 n. 5
5 47	189	no. 167
5 54	187	190 n. 55
5 60	186 n. 49	no. 209
5 102	196	166 n. 5
5 129	186; 186 n. 49	no. 211
5 135	186 n. 49	183 n. 41
5 143	187	no. 260
6 61	192-193; 193 n.	185 n. 44
	61	<i>YOS</i>
7 49	94 n. 141	4 21
8 9/10	64 n. 25; 247-	37 n. 22
	248 n. 3	4 232
8 12	100 n. 171	4 276
8 15/16	81; 82	37 n. 22
8 19	63 n. 16	8 71
8 27	113 n. 228	92 n. 134
8 31/32	65; 113	8 120
8 33/34	112-113	61 n. 5
8 55	83 n. 96	<i>YOS</i>
8 56/57	113 n. 228	8 154
8 71	148 n. 62	8 168
8 102	82 n. 91	67
8 108/109	63 n. 18; 114 n.	12 249
	229; 114 n. 230	74 n. 59
9 7/8	114 n. 231	64 n. 25; 98 n.
		165; 104 n. 191;
		107
		77; 77 n. 73
		96 n. 150
		37; 37 n. 22
		ZA 3 (1888) 365f.
		177; 191
		ZA 73 (1983) 60
		63 n. 20; 66; 70
		n. 44; 81 n. 88
		<i>Zikir Šumim</i> 359ff.
		62 n. 12; 123

## TEXTS FROM PHARAONIC EGYPT

ASAE 59 (1966) pls. XLVIII-LIV		201-202
Inscription B/Lower Inscription, 3-7		
206-207	Giornale	
Die Berufung des Vezirs <i>Wšr</i>	17-A rto. 3, 2	209 n. 30
	17-B vs. 8, 3	209 n. 29

17-B vs. 9, 23-5 209 n. 32      D. 1925.66 214; 214 n. 50;  
 HO 215  
 31,1 214 n. 50      D. 1925.71 210-211  
 70,1 216-217; 245      D. 1925.81 217 n. 60  
 85,1 214 n. 51      O. University College 19614  
     Instruction of P. Insinger 213-214  
     17,21-18,3 9 n. 7      P. Anastasi V, 11, 7-13,1  
     JEA 24 (1938) 155 (pl. XI) 207  
     220-221      P. Ashmolean 1958.112  
     JEA 26 (1940) 23-29 (pls. V-VII) 212  
     217-218      P. DeM II 213  
     Naunakhte Doc. I 212; 215-216      P. Harris I 11, 1-3 205  
     Naunakhte Doc. IV 211-212      P. Salt 124 1, 3-4 219 n. 68  
     O. Berlin 10627 218      P. Salt 124 2, 14-16 219 n. 69  
     O. Berlin 10631 214 n. 50      Ramesside Inscriptions VI 651, 4  
     O. Cairo 25598 214 n. 50 210 n. 34  
     O. DeM 608 213      Urk IV 1408-1413 202  
     O. DeM 626 213      Urk IV 1813-1826 202  
     O. Hunterian Museum

## TEXTS FROM GRAECO-ROMAN EGYPT

BGU		III 67314	234 n. 50
I 115 II = WChr 203		III 67353	235
	224 n. 6		
IV 1024 VII	235; 247	P. Col. VIII 222	232 n. 40
VII 1578	231	P. Col. Zen.	
P. BM Andrews 1, 10		I 58	232 n. 40
	235 n. 55	II 102	226 n. 17
P. Brux. I 8	224 n. 6	P. Coll. Youtie II 83	236-237 n. 63
P. Cair. Masp.		P. Diog.	
I 67097 Vo D	235	9	233 n. 47
II 67154 II	236 n. 63	11/12	235 n. 54
III 67305 = SB I 5656		P. Eleph. 2 = SP I 82	
	232 n. 42; 232-		234 n. 52
	233 n. 43		

P. Ent.		P. Oxy.	
25	230; 230 n. 35	II 257	232 n. 41
26	230-231	III 504	232 n. 40
43	236 n. 59	VI 889 = SB XVI 12306	
			226 n. 17
P. Erl. 28	232 n. 40	VIII 1121, 9ff.	236-237
P. Flor. III 382	226 n. 17	VIII 1123	232 n. 40
P. Heid. IV 329	232 n. 40	IX 1206 = JP 10 = SP I 10	
			232 n. 42
P. Köln VII 321	232 n. 42	IX 1210, 5	226 n. 15
P. Kron. 50	235 n. 54	X 1266	232 n. 41
P. Lips. 28 = MChr 363		XIV 1721	232 n. 40
	232 n. 42	XVI 1895	232 n. 43
P. Lond.		XVI 1895 = SP I 11	232 n. 42
II 880	235 n. 54	XVIII 2186	232 n. 41
III 932, p. 148	235	XXXIV 2708	236 n. 59
V 1708	235	XLIII 3099	227
V 1727 = FIRA III 67		XLIII 3099-3102	227 n. 21
	234 n. 51	XLIII 3101	227
V 1728	235 n. 56	L 3555	235-236; 248
V 1730	233 n. 47	LX 4068	227 n. 19
V 1827	226 n. 17	P. Ryl.	
VII 1976	236 n. 59	IV 599 = SB V 8032	227 n. 21;
P. Lugd.-Bat. XIII 14			227 n. 22
	233 n. 47	IV 659 = P. Sakaon 41	
			223; 236 n. 59
P. Mich.		P. Tebt.	
V 321	234	II 381	235 n. 54
V 322	234-235	III 1, 815 fr. 2 Ro. 2, 25	
XIV 676	232 n. 41		230 n. 35
P. Mil. I 37 = SB X 10437		III 1, 815 fr. 10, 1, 3	
	224 n. 6		230 n. 35
P. Mon.		P. Wash. I 3	227 n. 21
III 80	234 n. 51	P. Wisc.	
III 85	234 n. 53	I 3, 83	226 n. 17
P. Oslo		II 56	227 n. 21
III 114	232 n. 40	PSI	
III 124	226 n. 16	IV 457	232 n. 41
P. Oxy. Hels. I 36	232 n. 40	VII 732	232 n. 41

XII 1240 = SB V 7989		II 1708	229 n. 32
	227 n. 21	II 1713	229 n. 32
XIV 1422	236 n. 59	II 1723	229 n. 32
SB		II 1884	229 n. 32
I 5828, 12	225 n. 10	Stud. Pal. I p. 6 = FIRA III 52	
VI 9373	235 n. 54		225 n. 10; 236
VIII 9642	235 n. 54		n. 63
XIV 11271	232 n. 41	UPZ	
XIV 11337	232 n. 40	I 3	232 n. 40
XVI 12504	226 n. 17	I 4	232 n. 40
XVIII 13958	232 n. 40	I 148	236
SGDI			

## BIBLICAL, RABBINICAL AND CLASSICAL SOURCES

Aboth 5: 21	9	Cicero <i>De Senectute</i> vii. 22	
Aeschines <i>Against Ctesiphon</i>	251		12 n. 12
	12 n. 12	Exodus 20: 12	60
Aeschines <i>Against Timarchus</i>		Genesis 29	132-133 n. 32
13	17	Herodotus II 35	229
28	15	Isaeus 6.9	12 n. 12
Aristophanes <i>The Clouds</i>	844-5	Isaeus 8, 32	228
	12 n. 12	Seneca <i>Controversiae</i> I praef.	
Aristotle <i>Ath. Pol.</i>			16
55.2-3	15; 228-229	Talmud BT <i>Qid.</i> 31b	11
56.6	12 n. 1		

## SUMERIAN TERMS

a-ba-ti-la	50; 55; 55 n. 45	gub	60; 73 n. 52
a-ga-am	31	guruš	25
ab-ba iri	24	ha-la(-ba)	89; 92 n. 134;
ab-fl	37		95
aga-uš	36 n. 20	l-bí-la	53
ama-dumu-3	41 n. 29	l-du <sub>8</sub>	32, 35
ama-fl	37	l-gi <sub>4</sub> -la	53
ama.ar.gi <sub>4</sub> -gar	83	igi nu-tuku	181
aša <sub>5</sub> .S AL.SAĞ.HÚB.DU	47	fl	60; 60 n. 1
		kalag	62
BAD	29 n. 8	ki-a-nağ	40 n. 28
bal	71	ki ní-te-na	61 n. 5
bur-sağ	30-31	kíkken	31
dam	93; 167 n. 7;	kúr	48 n. 39
	183	kurum <sub>7</sub> -ak	38
di-til-la	48; 50	libir	24
dumu 4/3/2	181	lú-geš-tin	35 n. 19
dumu nu-tuku	41; 178 n. 32	mar-sa	36 n. 19
dumu-gi <sub>7</sub>	35	mušen-dù u <sub>5</sub> <sup>mušen</sup>	38
dus u	55; 56	na-gada	88
é riğ <sub>x</sub> (TUKU.DU)	42-43 n. 32	na-kab-tum	31
é-ÉŠ	37	nam-bur-šu-ma	24
ÉŠ	37	nam-um-ma	24
engar	181	nam-ibila	75
( <sup>h</sup> )éren	35 n. 18, 36-38;	nam-ibila - tuku	93
	181-182	na <sup>sl</sup> NAR	192-193
GÁNA	37	níg-ba	92; 195
gé me	25	níg-ga	76
gé me BAD-e gi <sub>4</sub> -a	29-30	nin-diğir	31; 140 n. 53
gé me é-gal	79	rá-gaba	35
gé me túg-da tuš-a	29-30	sanga	91
gi <sub>4</sub>	29 n. 8	sağ 'x' IGI. GÁL.TI-a	53 n. 42
gi bil-bi-eš tak <sub>4</sub>	66	sağ-riğ <sub>7/9</sub>	42-43 n. 32; 47
gír-sè-ga	35	sukkal-mah	38
gízki-m-ti	53 n. 42	sumun	24
gú-un	69 n. 39	šà saħar-ra	35
		šà-gal	26 n. 4
		šà-gu <sub>4</sub>	36

še-ba	26 n. 4; 86 n. 106	TÚG.ME. ČÁL lá tur	44 n. 37 181
lá ŠI	181	ugula	36; 39; 41
šu	24, 25	ul	45 n. 38
šu-gi <sub>4</sub>	24, 25, 27	un - fl	35, 36-38
šu-ku <sub>6</sub> DUN	38-39	úš	38
šuku	55; 86 n. 106; 189; 190	zíd. ŠE	75; 113 n. 227

## AKKADIAN TERMS

<i>abūtum</i>	134	<i>bīt mār bānī</i>	174-178; 182;
<i>aḥāzum</i> G	137		188; 191
<i>aḥum</i>	147; 155	<i>bītam epēšum</i>	153
<i>aḥhū lā zīzū</i>	142	<i>bītum</i>	142 n. 54; 151;
<i>akālum</i> G	104; 130		159
<i>akālum</i> Š	63; 78	<i>bušūm</i>	96; 97; 103 n.
<i>ana sūqi šalā<sup>2</sup>u</i>	136		187
<i>apiltum</i>	97; 101; 104	<i>dikātu</i>	149 n. 64
<i>aplum</i>	90; 95; 97; 99; 102; 109	<i>dunnum</i>	155
<i>aplūtum</i>	89 n. 122; 90; 96; 97-98; 106; 115; 116 n. 241	<i>ełitum</i>	92 n. 134; 103 n. 185; 104; 143
<i>arḥalum</i>	147; 152; 159	<i>emītum</i>	78
<i>aššatam a-b/patti šabātum</i>	149	<i>epērum</i> G	63; 87; 114 n.
		<i>ēpišānu</i>	229
		<i>ēpišānūtu</i>	194-195
<i>aššūtum</i>	148	<i>errešum</i>	196
<i>aṭhū</i>	145; 147; 152; 154; 155; 158; 159	<i>eširtu</i>	108-109; 180
		<i>eṭemnum</i>	180; 181
			126-127 n. 21;
<i>awīlūtum</i>	131	<i>ezēbum</i> G	134 n. 33
<i>bābam kuššudum</i>	136	<i>ēzibtum</i>	79; 137
<i>bakūm</i> G	125	<i>gamārum</i> D	137
<i>balātum</i> G	63-64	<i>gimrum</i>	116
<i>bašītum</i>	141 n. 191; 107	<i>gubabtu</i>	64; 116
<i>b/pattam šūšubum</i>	149		140; 140 n. 53;
<i>b/pattum</i>	149	<i>guennakku</i>	141
<i>bikītum</i>	125; 126	<i>gugallu</i>	190
<i>biltum</i>	69 n. 39	<i>ḥarīmūtu</i>	175
<i>bīt abim</i>	149 n. 63; 158	<i>ḥulluqum</i>	192 n. 59
<i>bīt kīli</i>	190	<i>hummuru</i>	131
			181

<i>idinnū (i-dí-nu)</i>	150	<i>libbam šumrušum</i>	62 n. 13
<i>ilkum, ilik šarrim</i>	87; 112-114; 149 n. 64	<i>libbam ūbbum</i>	62; 125
<i>ilum</i>	127 n. 21; 134 n. 33	<i>lubušum</i>	63
<i>ina aplūtim nasāhum</i>	98 n. 163	<i>-ma</i>	123-124; 124 n. 12
<i>ina idi- rakāsum</i>	109	<i>magārum N</i>	158-159
<i>ina migrišu</i>	61 n. 5	<i>mānaħtum</i>	64
<i>ina nikkassi šakānum</i>	143; 143 n. 56	<i>mandattu</i>	194
<i>ina pānim</i>	115	<i>manzazzanūtu</i>	18
<i>ina pīm šemūm</i>	125	<i>mār bānī</i>	176
<i>īnam/pānam mahārum</i>	53 n. 42	<i>marijannu</i>	133
<i>iprum</i>	63; 86 n. 106	<i>mārūtum / mer<sup>2</sup>ūtum</i>	94; 97; 98 n. 162; 131; 154
<i>isqum kā. gal</i>	81 n. 88	<i>mašām G</i>	96; 107-108
<i>ištēniš wašābum</i>	140 n. 51; 142; 147-148	<i>maštītum</i>	86 n. 106
<i>kabātum D</i>	10; 60; 62; 125	<i>mē naqūm</i>	125
<i>kanāku G</i>	187	<i>mitgurtum</i>	71
<i>kaššu<sup>2</sup>um G</i>	148; 149 n. 63; 156	<i>mitħal/iriš zāzum</i>	151
<i>kašādum G</i>	99	<i>muškēnum</i>	135
<i>ka<sup>2</sup>ulum</i>	124 n. 15	<i>mutum</i>	74 n. 58; 148
<i>kilallān epēšum</i>	159	<i>nabalkutum</i>	113
<i>k/qilb/pum</i>	154	<i>nabūm G</i>	124 n. 16
<i>kilzappu</i>	29 n. 8	<i>nubbūm</i>	124 n. 16; 134 n. 33
<i>kīma qātimma</i>	86; 86 n. 110	<i>nadānum G</i>	63; 81; 195
<i>kispa kasāpum</i>	125	<i>nadānum Gtn</i>	63
<i>kispum</i>	125; 126-127 n. 21	<i>nadā<sup>2</sup>um G</i>	153
<i>kišadām ana b/pattīm panūm</i>	149 n. 65	<i>nadītum</i>	80; 82; 83-116; 172; 174; 247- 248
<i>kišdātum</i>	99; 116	<i>nārūtu</i>	192 n. 59
<i>kulmašītum</i>	91; 100; 101; 106	<i>našārum G</i>	150
<i>kunnūm</i>	124 n. 16	<i>našūm G</i>	10; 77; 124
<i>kurummātum</i>	74; 86 n. 106; 99	<i>našūm Gtn</i>	61; 62; 74; 78; 114 n. 229; 124
<i>labīrum</i>	24	<i>nēpertum</i>	66 n. 29
<i>laqā<sup>2</sup>um G</i>	123; 158; 159	<i>nīšū</i>	130
<i>lētam mahāšum</i>	136	<i>nu<sup>2</sup>artu</i>	192
		<i>nudunnūm</i>	63; 85; 86; 87; 92; 96; 116; 166
			n. 5; 169; 170- 171; 174; 186;

<i>nungurtu</i>	193; 194	<i>šālum</i> Gt	115
<i>palāḥum</i>	10; 60; 62-63; 124; 127-136	<i>šārakum</i> G	167 n. 7; 183
<i>pāni PN šudgulu</i>	187	<i>šārakum</i> G	104
<i>paqādum</i> G	63; 88; 105; 125	<i>šārakum</i> G	42-43 n. 32; 109
<i>parāsum</i> G	151; 159	<i>šāṭarum</i> G	80-81
<i>pazārum</i> D	149; 149 n. 63	<i>šeriktum</i>	104; 115
<i>piqittum</i>	63; 86; 89; 90	<i>šibum</i>	42-43 n. 32;
<i>piššatum</i>	63	<i>šibūt ălim</i>	170-171; 191;
<i>puḥur wašābum</i>	148	<i>šimtam šiāmum</i>	194
<i>qadištu</i>	133; 134 n. 33; 135; 141	<i>šimtum</i>	24
<i>qātam(ma) ša</i>	86 n. 110	<i>širku</i>	136
<i>qātamma</i>	86 n. 110		136; 137; 139;
<i>qātum kullum</i>	104		145 n. 60
<i>qātum, qātātum</i>	151	<i>šugetum</i>	164-165; 167 n.
<i>qeberum</i> G	125	<i>šumi zittim qabūm</i>	7; 169 n. 12;
<i>qēpu</i>	167 n. 7	<i>šumma</i>	176; 183
<i>qiāšum</i> G	81; 82	<i>takṣītum</i>	149
<i>quburum</i>	125; 126; 126 n. 20; 142	<i>tarbītum</i>	123-124; 124 n.
<i>rakāsum</i> G	109, 134	<i>terḥatum</i>	12
<i>ramūm</i> G	125	<i>tukultum</i>	148
<i>redūm</i> G	77	<i>ṭiābum</i> G	98 n. 162
<i>redūm</i> Gt	61	<i>uklātum</i>	131; 132
<i>rēdi(t) warkatim</i>	97; 100; 106; 109	<i>ulliš</i>	53 n. 42
<i>sākipum</i>	77	<i>unuššum</i>	74 n. 57; 84; 94-
<i>sikiltam rašūm</i>	149	<i>uṭuptum</i>	95
<i>šimdatum</i>	85	<i>wabālum</i> G	147; 152; 159
<i>šuddūm</i>	85; 99	<i>wabālum</i> Gtn	142; 142 n. 54;
<i>šuhārum</i>	123		159
<i>ša muḥki bītānu</i>	169 n. 12	<i>warkatum</i>	124; 127
<i>ša rēš šarri</i>	169 n. 12		124; 125; 127-
<i>šabārum</i> N	144		136
<i>šakānum</i> G	71; 143	<i>wašābum itti</i>	96; 97; 100;
<i>šakkinum</i>	87	<i>wildum</i>	106; 109; 138;
<i>šalāmum</i> G	64 n. 21	<i>wuššurum</i>	140; 141
<i>šalā<sup>2</sup>um</i> G	149	<i>zakā<sup>2</sup>um</i> G	149
<i>šālum</i> G	105	<i>zanānum</i> G	99 n. 168

*zittum* 89; 95; 104; 149

## WEST-SEMITIC TERMS

<i>jrh</i>	60	<i>kbd</i>	60; 62-63
------------	----	------------	-----------

## EGYPTIAN TERMS

<i>bs</i>	206-207	<i>mkw</i>	210-211; 213
<i>diw</i>	211; 213	<i>rdi mw r dr.t=f</i> ("to pour water on his hands")	
<i>mdw iwy</i> ("Staff of Old Age")	12-13; 172; 201-203; 207; 208; 221; 244		218-219

## GREEK TERMS

ἀτιμία	14	δίκη παρανοίας	12
γηροβοσκία	225; 226	θεραπεία	14
γη(ραιός / -ραιά)	226	κίναιδος	231
γηροκομεῖον	225 n. 10	λαογραφία	225
γηροκομία	225	οἶκος	228
γηροτροφία	225; 232 n. 40	παραμονή	18; 248
γερουσία	227-228	σιτηρεσία	227-228
γραφή γονέων κακώσεως			
	14; 228		

## GENERAL INDEX

Act of 1597 (39 Eliz. 1, c.3) 6  
 adoptio in fratem 152  
 adoption 18; 53-55; 57; 61-62; 71; 75-79; 83-84; 97-98; 123; 129; 130-134; 152; 154-155; 162-163; 189-191; 217-220; 232-233; 246-247  
 Aeneas 2  
 Age Discrimination in Employment Act (1967, 1978) 9-10; 13  
 age limit, ~ category 8-10; 24  
 alimenta 4; 10; 14; 17  
 Antoninus Pius 14  
 arrogation 61; 70; 162 n. 1  
 Athenian law 14-15; 228-229; 232 n. 40  
 Avery J. 6  
 Belgian law 5-6  
 O. von Bismarck 8  
 brotherhood contracts 145-157  
 burial 13-14; 121; 125-127; 142; 234-235; 242  
 Californian Civil Code 17  
 childless elderly 41-42; 123; 131-132; 178; 218-219  
 Chronically Sick and Disabled Persons Act (1970) 8  
 Code Napoléon art. 205 4; 5  
 Codex of Justian 4  
 compulsory retirement 13  
 Deir el-Medina 208-217; 218-220  
 Delphi 228-229 n. 32  
 demography 1-2; 173; 199-200; 223-224; 241  
 devolution by contract 17-19  
 Digest of Justian 4  
 Divi Fratres 14  
 division of paternal estate 142-143; 157-159; 234  
 dowry, marital gift 46-51; 57; 80-82; 166-167; 170-171; 191; 231; 245-246  
 Elizabethan Poor Law 6; 19-20  
 Emar 18; 127-136  
 ercto non cito 152  
 family support 4; 5; 7; 10; 16; 25; 42-57; 70-82; 85-95; 121; 139-143; 156-159; 163; 165-166; 167-170; 187-188; 200; 210-215; 219; 228-232; 233-235; 242  
 field lease 55-57; 69; 108-109  
 French Code Civil 5; 13; 14; 16  
 General Statutes § 1717 6 n. 6  
 German BGB § 1601 5

German BGB § 1606 15-16  
 gift ~ from father to daughter 95-96; 140-141; ~ from son to parents 42-45; 57  
 guardianship 12  
 Indian custom 15 n. 18  
 inheritance 12; 15; 16; 17-19; 48; 49; 72; 75; 81; 82; 88; 95; 97-104; 116; 123; 126; 130; 131-134; 136-145; 168; 215-217; 244-245; 246  
 International Plan of Action on Aging (1982) 3; 4  
 Japanese Civil Code art. 877 5  
 Japanese Law for the Welfare of Elderly Persons 5  
 legal category 19-20  
 legitima portio 17  
 liturgy 226-227  
 maintenance 10; 14; 63-66; 183 n. 40; 211-215; 230; 234  
 manumission of slaves 51-54; 57; 83-84; 111; 131; 133; 183-184; 248-249  
 marital gift 48-51  
 Medieval England 10-11; 13; 18  
 moral obligation to care 14-17; 134-136; 243  
 mourning 13; 125-126  
 munera personalia 226-227  
 munera patrimonii 226-227  
 offerings for the dead

13; 125-126; 134; 220  
 Old Age Pensions Act (1908) 20  
 Older Americans Act (1965) 2; 3; 7; 10  
 pater familias 128; 130; 152; 153; 157; 158  
 pensions 3; 26  
 prebend 61; 66-67; 81; 81 n. 88; 91; 164-166; 185-187; 189-190; 194-196  
 pietas 14; 15  
 public support 4; 6; 24-42; 57; 164-165; 174-183; 201-207; 225-228; 243-244; 249  
 rations 26-42; 209; 210-211; 212-213; 244  
 retirement 9; 13; 201; 209; 212  
 Roman Law 4; 14; 15; 16 n. 20; 226-227; 231; 233  
 royal statue cult 203; 204-206  
 Solon 14; 228-229 n. 32  
 sinecures 203-204  
 subsistence field 37-38; 55-57; 68; 86; 202  
 support by debtor 18; 131-134  
 support by slave 18; 51-53; 72-74; 83-84; 129; 131-134; 165; 183-184; 236; 248-249  
 taxes 225-226; 244  
 temple donation 203; 206-207

terminology of care 61-64; 124-125; 225; 249

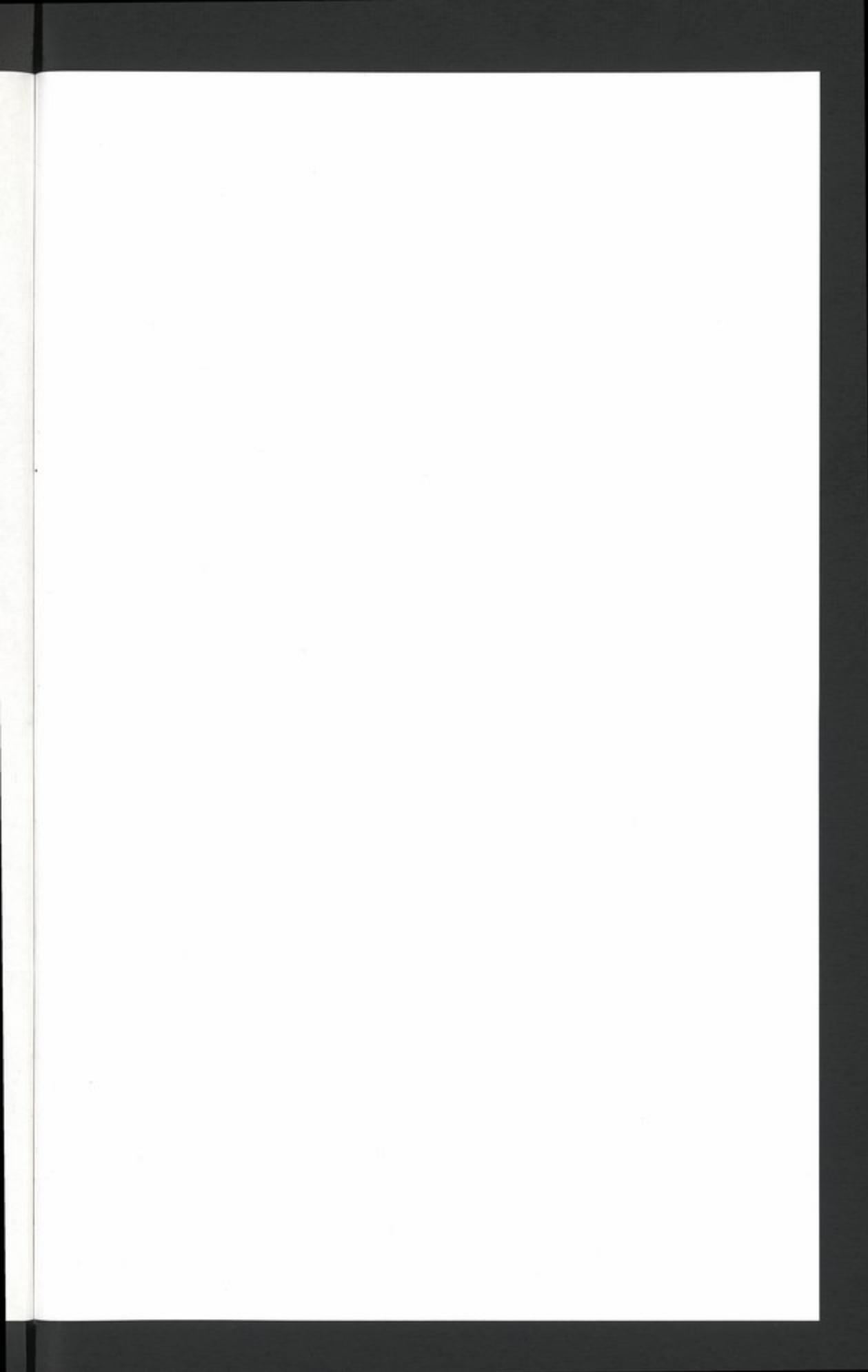
Tulin v. Tulin 6 (last) will 128; 129; 136

Ulpian 4; 14

undivided inheritance 141; 168; 184-187; 215-216; 233

Universal Declaration of Human Rights 143; 152; 245 3

widow as head of family World Assembly on Aging (1982) 3



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