

## Two Old Babylonian Model Contracts

Gabriella Spada  
*University of Rome "Sapienza"*

### §1. Introduction: the model contracts<sup>1</sup>

§1.1. Although the so-called “model contracts” were not functional documents (being stripped of incidental details such as the list of witnesses and the date), they represent a comprehensive assortment of all types of contracts that the ancient Mesopotamian administration might have been required to draw up in the everyday economic life (barley and silver loans, deeds of land/field/slave sale, lease of fields, marriage contracts, adoptions, manumission of slaves, etc.).<sup>2</sup>

§1.2. Scholars, while reconstructing the Old Babylonian scribal curriculum,<sup>3</sup> have recently identified the drawing up of model contracts (together with that of proverbs) as the final stage of the first elementary phase of training,<sup>4</sup> in

which students were introduced to the cuneiform writing system as well as metrology, Sumerian vocabulary, grammar, and sentence structure, by proceeding from simple to complex, and including much occasion for reinforcement of previously learned skills and knowledge by constant repetition. In these earlier phases of the curriculum, the teacher (the ‘ummiā’) closely supervised the students and employed a model text that was copied by a pupil as often as needed until he knew it by heart.<sup>5</sup>

§1.3. The genre of model contracts as a whole, although apparently a common element in scribal schooling, has, apart from some edited examples,<sup>6</sup> not been studied in

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<sup>1</sup> I am grateful to Marten Stol, Piotr Michalowski and Franco D’Agostino, who provided feedback, helpful comments and suggestions. Special thanks are due to Ricardo Dorado Puntch for his help with the English of this paper. Needless to say, I alone am responsible for any errors and omissions.

<sup>2</sup> See in general Roth 1979.

<sup>3</sup> The *curricular cursus* of the Old Babylonian Sumerian education has been convincingly reconstructed based on Nippur evidence (at least as far the early phases of instruction are concerned) by H. Vanstiphout (1978, 1979), N. Veldhuis (1996, 1997 and 2004), and S. Tinney (1998, 1999). See also, among others, Robson 2001, Volk 1996 and 2000, and Wilcke 2000. For a recent survey with some new perspectives see Delnero 2006. While it seems clear that this curriculum was relatively standardized throughout Babylonia, “the curriculum in other scribal centers differed slightly, but it is impossible to reconstruct these other programs in detail for lack of sufficient numbers of exercise tablets” (Veldhuis 2004: 83 n. 4). Besides, as Robson 2001 has demonstrated, even within the same city of Nippur, slightly different programs might exist in the different schools.

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<sup>4</sup> A detailed account of the elementary curriculum may be found in Veldhuis 1997: 40-66; see also Veldhuis 1998: 205-206 and 2004: 83-84.

<sup>5</sup> Unlike the well-established arrangement of the elementary phase curriculum, the curricular order of the advanced phase, in which a wide array of literary compositions was learned, has never been satisfactorily addressed. Indeed, there is not even a general consensus on exactly which compositions do or do not belong to this phase. See Tinney 1999, Robson 2001, Veldhuis 2004, Delnero 2006 and 2010.

<sup>6</sup> Published model contracts from Nippur include Civil 1975: 129 no. 14 [11 NT 32]; Veldhuis 2000: 385-387 [CBS 6098]; ARN 135; Limet 2000: 1-3, 15-17; Proust 2007: 341 [Ni 4744], 351 [Ni 10062], 352 [Ni 10108]; PBS 8/1, 101 and 102; PBS 8/2, 173; PBS 12/1, 22, 23 and 33; PBS 13, 39; SLFN Tab. 73-76 & 78. From Ur see Charpin 1986: 471-480; from Isin see Wilcke 1987: 102-108 (with many then unpublished examples); from Larsa see BBVOT 3, 34. Roth 1979 and Spada 2011 are the only two studies about scholastic prisms containing collections of model contracts. I am preparing the edition of all OB model contracts known in the literature, adding unpublished texts (often not yet identified as models) in the collections of tablets worldwide (especially in Chicago, Philadelphia, and Jena).

depth. In comparing model contracts with real administrative and legal contracts, one notes the absence of a list of witnesses and of a date, both essential for the legal validity of a document. In their place, some model contracts include the notation *lu<sub>2</sub>-ki-inim-ma-(bi) iti-bi mu-bi*, “its witnesses, its month, its year (are omitted),” while others simply omit this information altogether.

§1.4. Often, model contracts were arranged in compilation tablets (German *Sammel tafeln*),<sup>7</sup> in a conscious order, obviously for didactic purposes;<sup>8</sup> these collections occasionally consisted of groups where related model contracts differed from each other in the values for one (or more) of the contractual variables.<sup>9</sup> The repetitive character of these texts is useful for explaining and drilling the Sumerian sentences and formulas. Our knowledge of the scribal training in practical concerns of everyday legal and administrative procedure is not completely illuminated by such scholastic sources; in fact, when parties requested the drafting of a contract, a suitable format would be chosen and particular provisions would be included and, supposedly, scribes made these decisions, but we do not know the exact procedure.

## §2. Two model contracts: an adoption and an orchard sale (*Education 78, Cotsen 52175*)

### §2.1. General description

§2.1.1. The two model contracts here presented (in a

single tablet) belong to the Lloyd E. Cotsen Cuneiform Tablets Collection,<sup>10</sup> consisting of 215 tablets, the majority of which were written by apprentice scribes in ancient Mesopotamian schools.<sup>11</sup> They provide a relatively comprehensive view of scribal training and writing techniques in the Mesopotamian educational system.<sup>12</sup> Most of the tablets date back to the Old Babylonian period (2000-1595 BC), but some texts go back to earlier periods (the oldest are from the Uruk III period, ca. 3200-3000 BC).<sup>13</sup> The collection includes exercises in vocabulary, sign formation, literature, grammar, law, letters, administration, stylus practices, thus covering the entire curriculum of scribal training, from the most basic beginner lessons to the advanced lessons of the final stage of education. The origin of the material is not yet known, having been acquired over time through the antiquities market.<sup>14</sup>

§2.1.2. The tablet examined here<sup>15</sup> contains two model contracts, divided by a ruling on the clay: the first one (obv. ll. 1-17) concerns the rescue and the adoption of an abandoned baby by a *nugig*-priestess; the second one (obv. l. 18 - rev. l. 12, following the line numbering prac-

<sup>7</sup> They are collections of two or more compositions preserved on the same tablet; for a definition of *Sammel tafeln* see Worthington 2008. Within the classification proposed by Civil 1969 and later modified by Tinney 1998 (see n. 20 below) compilation tablets are Type I and Prisms. Some examples of *Sammel tafeln* containing model contracts are Wilcke 1987: 102-108; Spada 2011 (prism); Nisaba 19, 161; *MSL* 13, p. 14; *PBS* 8/1, 101 and 102; NBC 7800 (unpublished); CBS 13934 (unpublished); MS 3176/5 (unpublished); X.3.217 (unpublished, prism).

<sup>8</sup> What these purposes were, however, have yet to be systematically evaluated. Likely, the occurrence of several model contracts within a single compilation tablet may be considered a revision of a group of individual texts that were studied previously. For the use of the compilation tablets see Robson 2002: 339-344, Delnero 2006: 105-106, Delnero 2010 and Kleinerman 2011: 57-60.

<sup>9</sup> For example, a group of barley loan contracts might focus on the ascending progression in the quantities of barley lent out, or on the variation in the rates of interest repayments. In the case of a series of real estate sale contracts, instead, the main distinctive element might be the description of the house (size, location, boundaries, etc.), the price paid and the names of the persons involved (see for example CBS 6089 in Veldhuis 2000: 385-387).

<sup>10</sup> The Lloyd Cotsen Cuneiform Tablet Collection was created from other smaller, private collections, acquired over several decades. The tablets in the Cotsen Collection, chosen specifically for their scholastic content, were integrated in the existing Cotsen Children's Library Collection housed at Princeton University. In 2011, the Cotsen Foundation donated the cuneiform tablet section of the Children's Library to UCLA Special Collections (cf. “Finding Aid for the Lloyd E. Cotsen Cuneiform Tablets collection, ca. 3200-1500 B.C.E.” <<http://oac.cdlib.org/findaid/ark:/13030/kt0t1nf169/>>).

<sup>11</sup> The non-school texts include some administrative documents from Old Akkadian period and Ur III period and some letters, written in Akkadian (in particular, there are three royal letters written by king Rīm-Sîn of Larsa, which are part of an ancient archive that has since been dispersed across several collections in the USA and Europe; see Veldhuis 2008: 53 n. 10)

<sup>12</sup> M. Wilson has published a catalogue of 189 tablets from the Cotsen collection in his book *Education in the Earliest Schools* (2008).

<sup>13</sup> *Education 2-3*.

<sup>14</sup> Most items of the collection derive from two separate private collections (a smaller one, labeled as SC I-II, was part of the private collection of Douglas S. Sharp, and a larger one, labeled SC III-IV, was in the collection of Cumberland Clark); in 2002, they were sold to the Cotsen Foundation and were integrated into the Cotsen Children's Library Collection (by private communication).

<sup>15</sup> An image of the tablet is presented in figure 1 with the kind permission of UCLA Special Collections.

tice of CDLI) is a sale contract of an orchard planted with date palms. In addition, the Cotsen collection contains ten other tablets recording model contracts:<sup>16</sup> silver loans, barley loans, a dispute concerning a party wall (Sumerian *iz-zi dal-ba-na*),<sup>17</sup> and the adoption of a child.<sup>18</sup> Our document is a rectangular, single-column tablet (Sum. *im-gid<sub>2</sub>-da*, “long tablet”); joined from fragments, it measures 145 × 59 mm and its surface is a mottled tan and dark brown color; moreover, there are white concretions visible everywhere.<sup>19</sup>

§2.1.3. This peculiar text corresponds to Type III tablets within the classification first proposed by M. Civil (1969: 27-28, 1979: 5) and later modified by S. Tinney (1999: 160).<sup>20</sup> Based on the script, it is possible to date the tablet to the Old Babylonian period; this identification is fully confirmed by the particular oath clause at the end of both the model contracts. In fact, instead of the usual promissory oath that customarily concludes the model contracts (*mu lugal-bi in-pa<sub>3</sub>*, “he has sworn by the royal name”), here the clause provides a direct invocation to the deities Nanna and Šamaš, and to the king Rīm-Sîn, the 10<sup>th</sup> king of the Larsa dynasty (1822 - 1763 BC). As far as the provenience of the tablet is concerned, there is no archaeological evidence for the city it comes from, but the combination of the two deities and the name of the ruler of Larsa in the clause of the oath, leads us to hypothesize an origin from the city of Larsa, or one of the cities under its direct control (this hypothesis will be defended during the analysis of the text below).

## §2.2. Model contract 1: Adoption of an exposed baby by a nugig-priestess

§2.2.1. The first case recorded on the tablet concerns a nugig-priestess named Simat-Adad, who rescued and ad-

<sup>16</sup> *Education* 53, 54, 56, 76, 77, 176, 177, 178, 179, 180.

<sup>17</sup> The model texts concerning judicial proceedings are more properly labeled as “model court cases,” sometimes called also “literary legal decisions.” These scholastic exercises are sample court settlements used to train the scribes in the form of the functional court records. See, most recently, Hallo 2002 and Klein & Sharlach 2007.

<sup>18</sup> See Spada 2012.

<sup>19</sup> For a physical description and condition of the object see “Finding Aid for the Lloyd E. Cotsen Cuneiform Tablets collection, ca. 3200-1500 B.C.E.” <[http://oac.cdlib.org/findaid/ark:/13030/kt0t1nf169/entire\\_text/](http://oac.cdlib.org/findaid/ark:/13030/kt0t1nf169/entire_text/)> to Cotsen ID: 52175.

<sup>20</sup> Most of the school tablets, in fact, seem to have belonged to one of 4 physical categories, grouped according to their shape and format and identified by a number (Type I, II,



Fig. 1: The text Cotsen 52175.

opted an exposed baby, a foundling. A child exposed by its legal guardians, at the point of abandonment, is statusless, and no one has a legal claim to it. When the child is rescued and therefore legally claimed by another person, that person then assigns a status to the foundling (that of son, daughter, freeman, slave, etc.). The text reads, obv. 1-17<sup>21</sup>:

1. 1 dumu-nita<sub>2</sub> gaba
2. 𒍪 pu<sub>2</sub> 𒀗 ta pa<sub>3</sub>-da
3. sila-ta kur<sub>2</sub>-ra
4. 1 me-diškur nu-gig
5. ka ur-gi<sub>7</sub>-ra-ta ba-[da]-kar
6. ka uga-ta ba-da-an-šub
7. 1 me-diškur nu-gig
8. nam-dumu-ni-še<sub>3</sub> šu ba-an-ti
9. nam-ibila-ni-še<sub>3</sub> in-ġar
10. u<sub>4</sub> kur<sub>2</sub>-še<sub>3</sub> tukum-bi
11. 1 me-diškur nu-gig
12. dumu-ġu<sub>10</sub> nu-me-en ba-an-na-du<sub>11</sub>
13. e<sub>2</sub> a-ša<sub>3</sub> ġeš<sup>es</sup>kiri<sub>6</sub> geme<sub>2</sub> ARAD<sub>2</sub>
14. niġ<sub>2</sub>-gur<sub>11</sub>-ra u<sub>3</sub> ġeš<sup>es</sup>šu-kara<sub>2</sub>
15. a-na ġal<sub>2</sub>-la-am<sub>3</sub>
16. ba-ra-an-e<sub>11</sub>-de<sub>3</sub>
17. mu d<sup>f</sup> nanna 𒀗 du<sub>3</sub> [dri]-𒍪 im 𒀗 dsuen lugal in-pa<sub>3</sub>

*One suckling male child, found at a well, rescued from the street, Simat-Adad, the nugig, has snatched from the mouth of a dog, has made a raven drop from its mouth. Simat-Adad, the nugig, has adopted him as her son (and) established him as her heir. In the future, if Simat-Adad, the nugig, says to him, "You are not my son!", she shall forfeit house, field, orchard, female and male slaves, possessions and utensils, as much as there may be. She has sworn by the name of Nanna, Šamaš, and of the king Rim-Sin.*

## §2.2.2. Description

§2.2.2.1. The basic schematic form of the Old Babylonian adoption contracts<sup>22</sup> contains the following elements, frequently (but not always) in the following order:<sup>23</sup>

- a) a clause stating that the adoption has taken place;

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III, IV and, separately, Prisms), probably representing a particular teaching method. See also Delnero 2010.

- 21 The second model contract begins, following a visible single ruling, at obv. 18 and runs through the reverse of the document.
- 22 The seminal work on adoption in Mesopotamia was published by M. David (1927; see also David 1960). A more recent contribution to the field is the study by E. Stone and D. I. Owen (1991) and the doctoral dissertation by P. Obermark (1991).
- 23 See Obermark 1991: 29.

- b) a clause stating that an adoption payment has been made to the natural parents or to the adopter;
- c) a clause describing the property to be inherited by the adoptee;
- d) a clause of penalties for breaking the contract by the adoptee or the adopter(s);
- e) a clause describing the adoptee's obligation to support his adoptive parents (usually with regular allotments of food, clothing and money);
- f) oath and a list of witnesses.

§2.2.2.2. In the adoption contract here published, only three of these general clauses (a, d and f) appear, and the phraseology differs significantly from actual adoptions: the formulae used to describe the baby as a foundling (found at a well, brought from the street, rescued from the mouths of a dog and a raven) seem to be references to didactic collections of legal phraseology.<sup>24</sup>

§2.2.2.3. It seems that among various societies throughout history, there was the practice of exposing unwanted infants.<sup>25</sup> Parents who did not want or could not care for their child exposed it, thereby renouncing all rights and obligations to the baby, who was now in "an outside, ownerless and lawless area where the dogs roam, which is outside the legal borders of the community."<sup>26</sup> An abandoned child was described as the one "who has no father (and) mother" (*ša aba u umma lā išū*), or "who does not know his father (and) his mother" (*ša abašu ummašu lā idū*);<sup>27</sup> he may have been found in the street (*ina sūqi*), rescued from a well (*ina būrti*), let go from a raven's mouth (*ina pī āribi*), or cast in a puddle. The most common phrase to describe a foundling is "the one snatched from a dog's mouth" (*ina pī kalbi ekim-šu*).

§2.2.2.4. It is interesting to note that one of the names given to foundlings in ancient Mesopotamia (in the Old

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<sup>24</sup> A similar model contract (from Nippur) published by Klein & Sharlach 2007 (CBS 11324 i 1-25) concerns the adoption of an abandoned child by a single woman (not identified as a priestess).

<sup>25</sup> According to Mesopotamian lore, the Akkadian king Sargon was exposed; Moses and Ishmael were subject to exposure as well. Note too that in Greece and pre-Islamic Arabia, exposure was also practiced. See the ethnological literature cited in Malul 1990: 115 n. 14.

<sup>26</sup> Malul 1990: 104.

<sup>27</sup> See also Klein & Sharlach 2007, i. 3-4: ad-da nu-tuku ama nu-tuku nin<sub>9</sub> nu-tuku / šeš nu-tuku u<sub>3</sub> šeš-bar-ra nu-tuku, "(a suckling male child) having no father, having no mother, having no sister, having no brother, having no step-brother."

Babylonian [ca. 1800-1600 BC] and Neo-Babylonian periods [ca. 650-540]) was *ša-pī-kalbi*, literally “He-of-the-dog’s-mouth.”<sup>28</sup> However, as M. Malul and others have pointed out, this is not the only name that implies that a child was exposed. Other similarly constructed names are: *ina-pī-kalbi-irīḫ*, literally “He-has-been-left-over-from-the-dog’s-mouth,” *sūqā’a/šulā’a/sūqā’itum*, “(S)he-of-the-street,” *nāru-erība*, “The-river-has-compensated-me,” and more in this vein. All these expressions clearly prove that the practice of exposure was quite widespread in ancient Mesopotamian society, and that children were abandoned in various places, such as streets, woods, mountains, near or even in rivers, wells, and even swamps and puddles (presumably in protective containers).

§2.2.2.5. The adopter of the rescued baby is here a nugig-priestess.<sup>29</sup> The Sumerian term *nu-gig*,<sup>30</sup> whose lexical equivalent in Akkadian is *qadištu*, has been variously translated as “hierodule, harlot,” or “holy one, sacred, tabooed woman,”<sup>31</sup> and recently as “midwife.”<sup>32</sup> In the Old Babylonian legal system, the nugig/*qadištu* appears together with other classes of women regulated by the law codes:<sup>33</sup> the *nadītu*, the *kulmašītu* and the *ugbaltu* were women organized into special groups, each having a special relationship to a male deity and whose sexuality was controlled by celibacy or marriage.

§2.2.2.6. According to the Old Babylonian references, the nugig/*qadištu* seems to have had a special relationship with the god Adad<sup>34</sup> and (in Mari) with Annunītum.<sup>35</sup> This priestess was not cloistered and could own property,

marry, and bear children;<sup>36</sup> in addition, there are some indications that she may have served as a wet-nurse or a midwife.<sup>37</sup> Details on her professional activities have to be inferred also from some literary, often poetic texts (such as “Enlil and Sud”), in which the nugig is described as a midwife, with duties not limited to nursing infants, but extending all through the pregnancy, administering the physical preparations and care given to pregnant women in traditional societies.<sup>38</sup>

### §2.2.3. Commentary

1: for the term *dumu-nita<sub>2</sub> gaba*, cf. *CAD* § s.v. *šibru*, “small, young, second in rank; child,” 180a ; *CAD* I, s.v. *irtu*, “chest, breast,” in *mār (mārat) irti* “suckling,” 186. See also *dumugabū* in *CAD* D, 183.

2: *pu<sub>2</sub>-ta pa<sub>3</sub>-da* was a common Sumerian name, but here it is used in its literal sense, “found at the well.” For a similar usage see Klein & Sharlach 2007, i 2 and *NGU* 204: 22-23. Although *sila-ta ku<sub>4</sub>-ra* and *ka ur-gi<sub>7</sub>-ra-ta kar* are not attested as Sumerian PNs, their Akkadian equivalents, respectively *sūqā’a/šulā’a/sūqā’itum*, “(S)he-of-the-street” and *ša-pī-kalbi*, or *ina-pī-kalbi-irīḫ*, “He-of-the-dog’s-mouth” or “He-has-been-left-over-from-the-dog’s-mouth,” serve as quite common PNs in the OB and NB periods (see above).

2-6: identical phraseology appears in the 1<sup>st</sup> millennium didactic lexical texts *Ana ittišu (Ai)* and *Ur<sub>5</sub>-ra II*.<sup>39</sup>

<sup>28</sup> See also Wunsch (2003-2004: 182-183); in her opinion, this name must indicate a foundling, since most of people so named were of low status.

<sup>29</sup> The social status and the role of this class of women are still vague; for a discussion about them see Renger 1967: 179-184; Harris 1975: 328-331; Gruber 1986; Westenholz 1989; Zgoll 1997: 181-184; Stol 2000: 186-188; Barberon 2005; Civil 2011: 281-283. See also the bibliography in Stol 2012.

<sup>30</sup> Its lexical explanation is not clear (cf. Westenholz 1989: 256-257 and Civil 2011: 282 n. 136). This term occurs not only in relation to the status of women, but also appears as an epithet describing the goddesses Inanna, Aruru/Ninmah, Nanaya, and Nininsina.

<sup>31</sup> See Westenholz 1989: 255-256.

<sup>32</sup> See Civil 2011: 281.

<sup>33</sup> Laws of Lipit-Eštar §22, Laws of Hammurapi §181

<sup>34</sup> See comment to ll. 3-4 below.

<sup>35</sup> *ARM* 10, 59 rev. 3’-4’.

<sup>36</sup> Some OB texts attest the real practice of adoption by the nugig; cf., for instance, *YOS* 14, 121, and *BIN* 7, 163 (Larsa); *CT* 48, 57 (Sippar); *TCL* 1, 146 (unclear provenience: s. Schwemer 2001: 318 n. 2434).

<sup>37</sup> Cf. *VS* 7, 10: 1-3, *VS* 7, 37, 13-17; *AbB* 7, 130 (BM 80445): rev. 6-11. That wet-nursing was one of the duties of a nugig is stated in the Ur III Law Collection of Ur-Namma §E2 (cf. Civil 2011: 251): *tukum-bi dumu lu<sub>2</sub>-ra lu<sub>2</sub> ga i<sub>3</sub>-ni-gu<sub>7</sub> mu 3-a še-ni 6 gur siki-ni 30 ma-na i<sub>3</sub>-ni 3 ban<sub>2</sub> niġ<sub>2</sub> nam-nu-gig-kam um-[me]-da hun-ġa<sub>2</sub> mu a<sub>2</sub>-ni 1 gin<sub>2</sub>-am<sub>3</sub>, “If someone nurses a man’s child, her barley will be six gur (ca. 1800 l), her wool thirty mina (ca. 15 kg), and her oil 3 ban<sub>2</sub> (ca. 30 l), for three years. It is part of the nugig-functions. The yearly fee of a hired wet-nurse will be one shekel.” See also Ai VII iii 11-14: *nu-gig-ga-bi dumu sila-am<sub>3</sub> / mi-ni-in-ri / ubur ga nam<sup>1</sup> [...] / in-<sup>1</sup> ni<sup>1</sup>-[...] qa<sub>2</sub>-di-iš-<sup>1</sup> ta<sup>1</sup> [šī-i] ma-ru / <sup>1</sup> su<sup>1</sup>-[qi iš-šī]-ma / [...]*, “this nugig reared a child from the street, [she ...] the breast of milk of [...].” According to Civil (2011: 283), the break in the text makes it impossible to know how the *qadištu* provided wet-nursing. One has the impression that the nugig does not feed babies herself, but rather supervises the wet-nurses in her service (see Stol 2000: 187).*

<sup>38</sup> See Civil 2011: 282.

<sup>39</sup> Klein & Sharlach 2007: 3 and notes, and previous bibliography.

- 32) pu<sub>2</sub>-ta pa<sub>3</sub>-da  
ina bur-ti a-tu-šu
- 33) sila-<sup>┐</sup> ta <sup>┐</sup> [ba-an]-<sup>┐</sup> ku<sub>4</sub> <sup>┐</sup>-ra  
ina su-qi<sub>2</sub> šu-ru-ub
- 34-35) ka ur-<sup>┐</sup> gi<sub>7</sub> <sup>┐</sup>-ta  
ba-an-[da]-kar  
ina pi-i kal-bi e-ki-im-šu
- 36-37) ka <sup>┐</sup> uga <sup>┐</sup>-ta mi-ni-ib<sub>2</sub>-ta-šub  
ina pi-i a-ri-bi u<sub>2</sub>-šad-di

(the child) has been found in a well, it has been rescued (lit. brought into [the house] from the street), it has been snatched from the mouth of a dog, (it has been let go from the mouth of a raven)\*.

In line 3, the PAP-sign appears, and the verb is to be read i<sub>3</sub>-kur<sub>2</sub>-ra, where kur<sub>2</sub> may be considered a student error in dictation (an unorthographic reading of ku<sub>4</sub> = kur<sub>5</sub>).<sup>40</sup>

3-4: nu-gig-ga-bi dumu sila-am<sub>3</sub> mi-ni-in-ri, qa<sub>2</sub>-di-iš-<sup>┐</sup> ta <sup>┐</sup> [šī-i] ma-ru <sup>┐</sup> su <sup>┐</sup>-[qi iš-šī]-ma, “this nugig/qadištu took in a child from the street,” Ai VII iii 11. It is interesting to highlight that the name of the priestess, Simat-Adad (“Fitting-for-Adad”)<sup>41</sup> presents the divine name of the god Adad, to whom the qadištu-priestesses are mainly dedicated, according to the Old Babylonian sources.<sup>42</sup>

5: in the ancient Near East, the dog is a common animal that roamed the streets and the steppe, ate whatever had been thrown out, and was often a nuisance; its role as one of the typical representatives of the ownerless area is supported by the

<sup>40</sup> See also the variant in a version of Ur<sub>5</sub>-ra II, BM 56488, where we find sila-ta i<sub>3</sub>-kur<sub>2</sub>-ra (see Ur<sub>5</sub>-ra II, p. 50, n. 4).

<sup>41</sup> See Schwemer 2001: 383.

<sup>42</sup> See *TCL* 1, 146 and 157 (this is an account of a lawsuit between a qadištu and a naditu, and it also points to the special relationship between the qadištu and the god Adad insofar as the seal impression thereon refers to the qadištu as “geme<sub>2</sub> d<sub>3</sub>iskur u<sub>3</sub> d<sub>3</sub>ša-la,” “female servant of Adad and Šala”); *CT* 48, 57 (in which a certain Aḫatum, qadištu of Adad, adopts a slavegirl from a qulmašitum); *SCD* 260. But we must remember the considerations of Schwemer (2001: 319, n. 2436): “Der Schluß, alle qadātum seien dem Adad verbunden (so offenbar von R. Pientka, *Die spätaltbabylonische Zeit* II 460 vorausgesetzt), ist unzulässig. Die zahlreichen Attestationen für qadātum ohne einen folgenden Götternamen geben nicht zu erkennen, welcher Gottheit die jeweilige Frau geweiht war.” We do know four qadātum who carry Adad-names: *Erišti-Adad* (*MHET* II/6 895), *Šāt-Adad* (*Isin* III IB 1515a+: this is a collection of model contracts), *Tarām-Adad* in Tell Haddad (*Edubba* I 4 obv. 3) and *Tarām-Adad* in Lagaba (NBC 8780).

6: for the writing U<sub>2</sub>.ŠE.NAGA<sup>8a</sup> cf. *CAD* A2, s.v. *āribu*, lex. section. To the best of my knowledge, the description of the foundling as the one who “has been let go from the mouth of a raven” is attested only in this model contract and in Ai III iii 36 (see commentary to ll. 2-6).

8-9: the adoption clause here designates the adoptee both with the status of son (nam-dumu/*ana mārūtīm*) and of heir (nam-bila/*ana aplūtīm*), being a combination of two different adoption clauses. In the context of adoption, analysis of the pertinent documentary evidence reveals a great degree of semantic overlap, and does not allow the distinctive nature of the statuses to be determined. So, we consider the two terms to have been synonymous and, when used together, they seem to function as a hendiadys indicating a single transaction.<sup>44</sup> The verb used in connection with nam-dumu, šu-ti (*leqū*), is commonly found in documents from Larsa and Ur<sup>45</sup> (while adoption contracts from Nippur<sup>46</sup> use the Sumerian verb ri, Akkadian *tarū*), exactly as the verb used here in connection with nam-bila, ḡar (*šaqānu*), that is typical of the formulary of Larsa and Ur<sup>47</sup> (while documents from Nippur<sup>48</sup> use again for the status of heir the verb ri).

10-12: a parent who tried unlawfully to dissolve the legal tie between himself and his child by using the formula dumu-ḡu<sub>10</sub> nu-me-en (Akk. *ul mārī attā*) “you are not my son,”<sup>49</sup> could

<sup>43</sup> See also the Neo-Babylonian legal document BM 77461 (Nbk 439; recently discussed by Wunsch 2003-2004: 219ff.), that explicitly records the staged exposure of a baby by his mother (she casts him “to the dog’s mouth” *a-na pi-i kal-bi ta-as-su-ku*, i.e., outside the legal borders of the community) and his adoption and rearing by a man (he lifts him “from the dog’s mouth” *ul-tu pi-i kal-bi iš-šu-u<sub>2</sub>-ma*). The staged exposure was intended to forestall charges of child theft on the part of the adopter, as well as to assure that the birth parent of the child would never be able to claim him back (Wunsch, 2003-2004: 178ff.).

<sup>44</sup> See Roth 1979: 172.

<sup>45</sup> *HE* 120; *YOS* 8, 120, 149 and 152 (Larsa); *BIN* 2, 75; *UET* 5, 93 (Ur).

<sup>46</sup> *BE* 6/2, 2, 24, 28, 46 and 57; *PBS* 8/2, 153; *SAOC* 44, 15; *TIM* 4, 14.

<sup>47</sup> *HE* 120; *RA* 69, 130-132 (BM 13922); *YOS* 8, 120, 149; *BIN* 7, 187 (Larsa); *UET* 5, 89, 90, 94, 97 (Ur).

<sup>48</sup> *BE* 6/2, 28; *ARN* 45 and 65; *OECT* 8, 20 and 21; *YOS* 15, 73.

<sup>49</sup> This formula and others, such as ad-da-ḡu<sub>10</sub> nu-me-en (*ul abī attā*), “you are not my father,” and ama-ḡu<sub>10</sub> nu-me-en (*ul ummī attī*), “you are not my mother,” are *verba solemnīa* that appear in adoption documents, marriage contracts, and deeds for the acquisition of slaves. S. Greengus (1969: 515-518) has shown that the formula was actually spoken during the Old Babylonian period, and that only after the declaration did an accompanying act have legal

expect to be severely punished.<sup>50</sup>

13-16: the most common penalty for an adopter who denies the legal bond with the adoptee was the forfeiture of movable and immovable property;<sup>51</sup> here the sanction is expressed through a complete list of all the goods that will be forfeited: house, fields and orchards, slaves, possessions, and tools, “as much as there may be” (a-na ġal<sub>2</sub>-(la)-am<sub>3</sub>).<sup>52</sup> In the adoption contracts, the same formula is always expressed through the corresponding Akkadian formula, *mala ibaššû* (sometimes also *mimma la ibaššû*).<sup>53</sup> It is interesting to stress that no penalty is foreseen for the adoptee, as is the case, to the contrary, in the model contract edited by Klein & Sharlach 2007: “If PN1 (the adoptee) says to PN2, his mother: ‘You are not my mother!’ — they will shave him (and) she will sell him.”<sup>54</sup>

17: usually, in model contracts, the promissory oath is expressed by the generic formula mu lugal-bi in-pa<sub>3</sub>, without any specific designations of the names of gods and/or the king. It is surprising, then, to find here an oath sworn by the names of two deities, Nanna and Šamaš, respectively, and of the 10<sup>th</sup> king of the dynasty of Larsa, Rīm-Sîn.<sup>55</sup>

The presence of these two deities and of the king Rīm-Sîn leads me to propose a provenience of Larsa (or from another city under its direct control, such as Kutalla)<sup>56</sup> for the tablet containing this and the following model contracts. Indeed, in contracts written in Larsa, oaths made in the name of Nanna,<sup>57</sup> followed by the god Šamaš, the patron of the city, worshipped in the chief sanctuary e<sub>2</sub>-babbar, and, finally, by the king, were preva-

force.

<sup>50</sup> For a study on the severe sanctions that might be imposed on a parent who willfully uprooted his child from his house, see Fleishman 2001.

<sup>51</sup> See also Ai VII iii 34-45.

<sup>52</sup> To my knowledge, in the penalty clause concerning the loss of property, the Sumerian formula a-na ġal<sub>2</sub>-(la)-am<sub>3</sub> appears in just one other model contract recording the adoption of a child by a couple (see Spada 2012). However, this formula (with the meaning “as much as there may be”) appears also in two contracts recording the division of inheritance (*TS* 5, from Ur; *TS* 8, from Kutalla; cf. Charpin 1980).

<sup>53</sup> The Sumerian formula a-na me-a-bi is attested only once (*BE* 6/2, 24).

<sup>54</sup> tukum-bi i<sub>3</sub>-li<sub>2</sub>-tu-ra-am / <sup>1</sup>eš<sub>18</sub>-dar-ri-im-ti-i<sub>3</sub>-li<sub>2</sub> ama-ni-ra / ama-ġu<sub>10</sub> nu-me-en ba-na-an-du<sub>11</sub> / umbin al-ku<sub>5</sub>-ru-ne / ku<sub>3</sub>-še<sub>3</sub> ba-an-šum<sub>2</sub>-mu

<sup>55</sup> To the best of my knowledge, this oath formula appears in just one more model contract; cf. Spada 2012.

<sup>56</sup> Kutalla, modern Tell Sifr, was part of the kingdom of Larsa, some 14 km distant.

<sup>57</sup> Nanna, chief god of Ur, was particularly worshipped by the king Kudur-mabuk, and by his two sons Warad-Sîn and Rīm-Sîn.

lent.<sup>58</sup> Even under the predecessor of Rīm-Sîn, his brother Warad-Sîn, this formula was in use, but it became the standard formula in Larsa under the reign of Rīm-Sîn (and it supplanted completely the “basic” formula, without the names of deities or king, used in Larsa in the beginning of the reign of Rīm-Sîn).

In particular, it should be noted that in the oath clause of both model contracts the name of Rīm-Sîn is preceded by the divine determinative, the sign dingir. From the documentation, we know that Rīm-Sîn was deified beginning in the 23<sup>rd</sup> year of his reign, and since this year dingir+RN started to appear in the oath invocations, becoming finally predominant after the conquest of Isin by the king, in his 30<sup>th</sup> year, and remaining in use until the end of his kingdom.<sup>59</sup> This leads us to assume that the model contract was written after the 23<sup>rd</sup> year of the Rīm-Sîn’s reign.

### §2.3. Model contract 2: Sale of a date palm orchard

§2.3.1. The second case recorded on the tablet concerns the sale of an orchard, planted with date palms, that is said to border on the Euphrates (obv. 18 - rev. 8).

1. 2 (or 3?) iku ġes<sup>cs</sup>kiri<sub>6</sub> ġes<sup>cs</sup>ġesnimbar ib<sub>2</sub>-sa<sub>2</sub>
2. gu<sub>2</sub> i<sub>7</sub> buranuna
3. us<sub>2</sub>-sa-du ġes<sup>cs</sup>kiri<sub>6</sub> nu-ur<sub>2</sub>-eš<sub>18</sub>-dar
4. us<sub>2</sub>-sa-du 2-kam <sup>d</sup>suen-a-bu-šû
5. <sup>Γ</sup> saġ<sup>Γ</sup>-bi kaskal
6. <sup>Γ</sup> saġ<sup>Γ</sup>-bi 2-kam i<sub>3</sub>-li<sub>2</sub>-a-bi
7. ġes<sup>cs</sup>kiri<sub>6</sub> <sup>d</sup>utu-re-me-ni
8. ki <sup>d</sup>utu-re-me-ni
9. lugal ġes<sup>cs</sup>kiri<sub>6</sub>-ke<sub>4</sub>
10. <sup>1d</sup>suen-a-ša-ri-du
11. in-ši-sa<sub>10</sub>
12. <sup>1</sup>/3 ma-na ku<sub>3</sub>-babbar sa<sub>10</sub> til-la-bi-še<sub>3</sub>
13. in-na-[an]-la<sub>2</sub>
14. u<sub>4</sub> kur<sub>2</sub>-še<sub>3</sub> u<sub>4</sub> <sup>Γ</sup> nu-me-ak<sup>Γ</sup> <sup>d</sup>utu-re-me-ni
15. ġes<sup>cs</sup>kiri<sub>6</sub>-ġu<sub>10</sub> nu-ub-be<sub>2</sub>-a<sup>?</sup>
16. mu <sup>d</sup>nanna <sup>d</sup>utu u<sub>3</sub> <sup>d</sup>ri-im-<sup>d</sup>suen lugal in-pa<sub>3</sub>
17. inim ġal<sub>2</sub>-la ġes<sup>cs</sup>kiri<sub>6</sub>
18. <sup>1d</sup>utu-re-me-ni
19. ba-ni-ib-ġi<sub>4</sub>-ġi<sub>4</sub>

*2 (or 3?) iku of an orchard filled with date palms, on the bank of the river Euphrates, (its) flank bordering the orchard of Nūr-Eštar, (its) second flank bordering (the orchard of) Sîn-abūšû, its front-side the roadway, its second front-side (the orchard of) Ilī-abi: (it’s) the orchard of Šamaš-rēmēnī, from Šamaš-rēmēnī, the owner of the orchard, Sîn-ašarēdu bought. 1/3 mana of silver, as its full price, he weighed out*

<sup>58</sup> See Matouš 1950: 49 and Simonetti 2006: 143-146 (both authors refer to the oath formula in the real estate sale contracts). This formula appears in other types of contracts, including adoption contracts (for instance, *YOS* 8, 120 and 152, from Larsa and dated to Rīm-Sîn 40 and 58, respectively; and *TS* 32, from Kutalla, dated to Rīm-Sîn 38).

<sup>59</sup> Leemans 1950: 116.

for him. *Šamaš-rēmēnī* has sworn by the name of *Nanna*, *Šamaš* and of the king *Rīm-Sin* (that) he will not say in the future, ever, “(It is) my orchard.” In case of a claim against the orchard, *Šamaš-rēmēnī* will be responsible.

### §2.3.2. Description

§2.3.2.1. This model contract follows the basic format for real estate sales<sup>60</sup> (obviously, being a scholastic exercise, stripped of the list of witnesses and the date):

- a) area and type of land
- b) location of plot
- c) names of the owner and of the buyer
- d) sale and payment formulae
- e) final clauses
- f) promissory oath formula
- g) other additional clauses (warranty against eviction, irrevocability clause)
- h) list of witnesses and date

§2.3.2.2. The general location of the property is often referred to by the name of the river or the canal on whose banks it was located.<sup>61</sup> In the model contract here published, the orchard is said to be “on the bank of the river Euphrates” (*gu<sub>2</sub> i<sub>7</sub> buranuna*).<sup>62</sup> Usually, to give a more exact description, the purchased plot is designated with a list of the neighboring properties, often mentioning the two flanks or long sides (*us<sub>2</sub>*, Akkadian *šiddum*) and the two narrow sides, turned toward the irrigation canal (*saġ*, originally “head” in Sumerian, used for the Akkadian *pūtum*, “front”).

§2.3.2.3. The formula “on the bank of WN” is also used to specify the quality of a real estate. In fact, orchards tended to be situated nearer to the city than fields (or even in the city), but at a water source, which could be a well (if in a city), but more likely was a canal or river. In the Old Babylonian period, several fields might be watered by one head-feeder, the most valuable real estate being at, while the least expensive were furthest from a water source. It is widely assumed, in fact, that on the top of the levees were the sites of date palm orchards, and probably also summer gardens, whereas the barley fields were down the backslopes, and perhaps at a considerable

distance away from the levee tops.<sup>63</sup>

§2.3.2.4. Occasionally, the real estate is bounded by a street (Sumerian *silā* or *e-sir<sub>2</sub>*);<sup>64</sup> in our text it is called *kaskal*, “roadway,” as it may be expected near a major waterway such as the Euphrates. So, I would tentatively suggest that the main head-feeder was along the river Euphrates, separated from it by a road for the passage of men, animals, and loads of grain and products,<sup>65</sup> while on the two long edges are more orchards.

### §2.3.3. Commentary

1: *ib<sub>2</sub>-sa<sub>2</sub>* is a variant of the formula *ib<sub>2</sub>-si* (<*ib<sub>2</sub>-si-a*), corresponding to the Akkadian *mali*, stative of the verb *malû*, “to be full, filled.”<sup>66</sup>

2: to the best of my knowledge, there are few sale contracts (not from Larsa) in which the real estate is on the banks of, or bounded by the Euphrates river.<sup>67</sup>

5: *kaskal* as a boundary of an orchard appears in the Larsa sale contract *YOS* 8, 5 obv. 4, *us<sub>2</sub>-sa-du kaskal*.

7-11: for this and similar formulae see Roth 1979: 141-142, where it is stressed that the structure of the present text is standardized in Larsa.<sup>68</sup>

12-13: here the payment for the property follows the order common in Larsa and Kutalla deeds, i.e., a) amount, b) the full price and c) the verb. The most common order for the elements to be recorded in Old Babylonian sale documents generally inverts the order of the first two elements: b) *sa<sub>10</sub> til-la-bi-še<sub>3</sub>* a) *n ku<sub>3</sub>-babbar* c) *in-na(-an)-la<sub>2</sub>*.<sup>69</sup>

14-15: this irrevocability clause, which corresponds to Type E according to the classification made by M. San Nicolò,<sup>70</sup> was wide-spread, but it was predominant in the contracts from Larsa and Kutalla and was normally introduced (as the other clauses of irrevocability) by *u<sub>4</sub> kur<sub>2</sub>-še<sub>3</sub>* or a more complete *u<sub>4</sub>*

<sup>60</sup> Cf. Van de Mieroop 1987: 12 and Simonetti 2006: 75-79 (with a discussion on the format of southern Mesopotamian conveyances). See also Matouš 1950: 12-13, and S. Harris 1983: 26.

<sup>61</sup> See Matouš 1950: 26.

<sup>62</sup> For a study on the spelling and etymology of the Euphrates river, see Woods 2005.

<sup>63</sup> See Hunt 1988: 190.

<sup>64</sup> In some real estate sale contracts from Larsa, the following attestations appear: *silā* (*VS* 13, 74 obv. 4; *YOS* 5, 131 obv. 2); *e<sub>2</sub> silā-dagal* (*YOS* 8, 69 obv. 2); *su-u<sub>2</sub>-qu* (*TCL* 11, 198 obv. 5). Sometimes, also the name of the owner appears, such as *e-sir<sub>2</sub> ši-li<sub>2</sub>-er<sub>3</sub>-ra* (*YOS* 8, 124 obv. 3).

<sup>65</sup> In support of this supposition, see *VS* 9, 116, an orchard sale contract, in which first the plot is said to be “on the bank of the Euphrates river,” (l. 2 *i-na gu<sub>2</sub> i<sub>7</sub> buranun*), and then, the river itself is indicated as bordering one of the two fronts of the orchard (l. 5 *saġ-bi i<sub>7</sub> buranun*).

<sup>66</sup> Cf. *CAD* M1, s.v. *malû*, p. 178.

<sup>67</sup> See *VS* 9, 116.

<sup>68</sup> See also Matouš 1950: 28-29.

<sup>69</sup> See Roth 1979: 142.

<sup>70</sup> See San Nicolò 1922: 43-62.



kur<sub>2</sub>-še<sub>3</sub> u<sub>4</sub> nu-me-ak (which appears to be the case here).<sup>71</sup> The standard formula is: (sale object)-ĝu<sub>10</sub> nu-ub-be<sub>2</sub>-a, “(the seller) will not say: ‘(It is) my property!’ (i.e., ‘This property is mine’).” This clause was generally used only in sales and exchanges of immovable property; with persons, the clause is known in slave sales.<sup>72</sup>

16: for a discussion on this peculiar Larsa oath formula, see the commentary to Model contract 1, l. 17.<sup>73</sup>

17-19: this warranty clause against eviction was used frequently only in Larsa and its dependent cities Ur and Kutalla; here the short form<sup>74</sup> is used: inim ĝal<sub>2</sub>-la (sale object) (seller) ba-ni-ib-gi<sub>4</sub>-gi<sub>4</sub>, “the seller will settle a (future) claim on the object.”

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<sup>71</sup> For a discussion about final clauses in the real estate sale contracts from Larsa, see Harris 1983: 142-165.

<sup>72</sup> For a model contract recording a slave sale in which this irrevocability clause appears see Spada 2011: §37 (3 iv 35'-38').

<sup>73</sup> In particular, the oath sworn by the names of Nanna, Šamaš and of the king appears in more than 50 real estate sale contracts from Larsa (44 with the name of Rīm-Sîn, from the 2<sup>nd</sup> the 47<sup>th</sup> year of his reign). Moreover, there are 13 house sales from Kutalla with this oath formula

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(6 with the name of Rīm-Sîn). See the table in Simonetti 2006: 230ff.

<sup>74</sup> The full warranty clause is: u<sub>4</sub> kur<sub>2</sub>-še<sub>3</sub> inim-ĝal<sub>2</sub>-la ba-an-tuku inim-ĝal<sub>2</sub>-la (sale object) (seller) ba-ni-ib-gi<sub>4</sub>-gi<sub>4</sub>, “if a claim is raised on the sale object in the future, the seller will settle the claim” (see Harris 1983).

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