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108) The expression  $lugal-(1)a-ni-\check{s}e_3-am_3$ , "it is (the loss/responsibility) of his owner alone" in the Old Babylonian school texts — The so-called warranty against flight, which occurs in some Old Babylonian contracts –recording antichretic pledges, or the hiring of workers\(^1\)— refers to the owner's responsibility for the permanent absence of the slave, whether due to flight (ba-zah\_2/3), death (ba-u  $\check{s}_2$ ), or disappearance ( $u_2$ -gu ba-an-de\_2).\(^2\) It is sometimes accompanied by warranty against delinquency, i.e. a temporary loss of service due to work stoppage ( $\hat{g}$  a<sub>2</sub>-la ba-an-dag), or illness (tu-ra ba-an-tu). In loan contracts with slaves as a pledge these clauses were intended to protect the creditor, and it is the debtor (i.e. the slave's owner) who had to compensate the permanent or temporary loss of his pledge in the following ways: through payment of interest, compensation of the wages of the defaulting pledge, or repayment of the interest as well as the principal of the loan, thus terminating the loan (see Veenhof 2002–2005: 444; Skaist 1994: 213; Kienast 1978, I: 116–118).

Instead, in two Sumerian model contracts (TMH 11 1  $\S12 = \text{Spada } 2018: 33-34$ , and Education 180 = Wilson 2008: 272-273), the responsibility of the owner in the event of the permanent or temporary absence of his slave -given as a pledge or a hired worker- is expressed with a formula which, to the best of my knowledge, occurs only in school documentation (as shown below), stating that the loss and the responsibility "is of his/her (= of the slave's) owner alone",  $1 u g a 1 - (1) a - n i - \S e_3 - a m_3$ . This expression, therefore, establishes the owner's liability in a generic way, without specifying how he will have to compensate the creditor/hirer for the loss suffered. This probably indicates that the compensation was decided while the real-life contract was drawn up, based on the current situation. Therefore, the expression  $1 u g a 1 - (1) a - n i - \S e_3 - a m_3$  seems to have the same alluding function as the notation  $1 u_2 - k i - i n i m - m a i t i - b i m u - b i$ , which in model contracts stands in place of the list of witnesses and of the date.

The first contract, whose central part is missing, likely records the hire of a slave:<sup>3)</sup>

#### TMH 11 1 §12 (side C ii 29-iii 22)

```
1 1 saĝ-nita<sub>2</sub>
 2 ^{1}ir<sub>11</sub>-iš<sub>8</sub>-tar_{2}
 3 mu-ni-im
 4 arad<sub>2</sub> e-ri-ib-AN
 5 ki e-ri-ib-AN
       ca. 10 lines missing
16 šu a?-rab-ti?1
17
      <sup>I</sup>ip-qu<sub>2</sub>-ša
18 ninda an-ni-ib-/gu<sub>7</sub>-e
19
      <sup>I</sup>e-ri-ib-AN
20 lugal-a-ni
     tug<sub>2</sub> an-ni-ib<sub>2</sub>-/mu<sub>4</sub>-mu<sub>4</sub>
21
      tukum-bi
23
      arad2-da-a-bi
24
      ba-uš<sub>2</sub> / ba-rzah<sub>2</sub><sup>1</sup>
25 u_2-gu ba-an-\lceil de_2 \rceil
26 u<sub>3</sub> tu-ra/ba-an-tu
27 「lugal¹-a-ni-/še<sub>3</sub>-「am<sub>3</sub>!¹
```

"<sup>1–5</sup> A man named Warad-Ištar, (who is) the slave of Erīb-ilum, from Erīb-ilum... (*ca. 10 lines missing*)... <sup>16</sup> has received? <sup>17–21</sup> Ipquša will provide him with food, (whereas) Erīb-ilum, his owner, will provide him with clothing. <sup>22–27</sup> If that slave dies, flees, disappears, or falls ill, it is (the loss/responsibility) of his owner alone."

#### Textual notes

**16.** This line, tentatively reconstructed as š u a ?- rab-ti?¹, could indicate an advance payment received by Erīb-ilum, Warad-Ištar's owner, from his hirer Ipquša. This would also justify the final clause that makes the owner liable in the event of the permanent or temporary absence of his slave.

17–21. In these lines, it is established who has to provide for the needs of the slave during his period of service at Ipquša: the hirer bears the responsibility for his food (ninda an-ni-ib-gu<sub>7</sub>-e), and the slave's owner for his clothing (tug<sub>2</sub> an-ni-ib<sub>2</sub>-mu<sub>4</sub>-mu<sub>4</sub>). This fair division of responsibilities between the hirer (or the creditor in the case of loans) and the slave's owner is found in other model contracts,<sup>4)</sup> but not in the lexical series Ana ittišu, where it reads:  $lu_2$ - $lug_2$ - $lug_$ 

**22–27.** The last line had been read and interpreted differently in Spada 2018: 33,<sup>5)</sup> and it must be corrected there. This new reading is based on a similar clause found in a source of the Old Babylonian lexical list from Nippur ki-ulutin-bi-še<sub>3</sub>, Ist Ni 10307<sup>6)</sup> (recently discussed in Spada 2021), where one can read:

```
Di 1' [tuku]m-bi/ba-uš<sub>2</sub>
2' 「tukum¬-bi/ba-zaḫ<sub>2</sub>
3' tukum-bi/u<sub>2</sub>-gu ba-an-de<sub>2</sub>
4' tukum-bi/ur-maḫ-e gu<sub>7</sub>-a
5' lugal-「la<sup>?</sup>¬-ni-še<sub>3</sub>-am<sub>3</sub>
```

"[I]f he (i.e. the slave) dies, if he flees, if he disappears, if he is devoured by a lion, it is (the loss/responsibility) of his owner alone."

In this context, the expression  $lugal-la-ni-še_3-am_3$  is the Sumerian counterpart of the Akkadian ana bēlišuma which appears in the apodosis of § 244 in the Code of Hammurapi. This provision establishes that a renter bears no liability for an ox or a donkey killed by a lion:  $šumma~aw\bar{\imath}lum~alpam~im\bar{\imath}ram~\bar{\imath}gurma~ina~s\bar{\imath}rim~n\bar{\imath}sum~idd\bar{\imath}ukšu~ana~b\bar{\imath}elišuma$ , "if a man rents an ox or a donkey, and a lion kills it in the open country, it is (the loss) of the owner alone."

We also find  $\log a \cdot 1 - (1) \cdot a - n \cdot i - s \cdot e_3 - a \cdot m_3$  in another school text, a proverb which reads:  $s \cdot a \cdot b_2 \cdot a \cdot m_3 - k \cdot a \cdot r - k \cdot a \cdot r - r \cdot e / i - g \cdot i_4 - i \cdot n - g \cdot u - n \cdot i - s \cdot e_3 / 1 \cdot u \cdot g \cdot a \cdot l - a - n \cdot i - s \cdot e_3 - a \cdot m_3$ , "He snatches things (like) a pig: as if (he does this) for himself, instead (he does this) for his master" (UET 6 275). (UET 6 275).

The second model contract containing this expression records a loan –most likely of silver, although this information has not been preserved on the tablet– with a female slave as a pledge:

### Education 180 § 1 (obv. i 1'-19')

```
unknown number of lines missing
 1′
       rmu? 1?-e x x1
       ^{\mathrm{I}}geme<sub>2</sub>-i\check{s}_{8}-tar_{2}geme<sub>2</sub>? a?-ba?-qar?
       kug-ta gub-ba
 4'
      ib2-ta-gub
 5′
       ud 1-še<sub>3</sub> a<sub>2</sub>-ni-še<sub>3</sub>
 6'
      1(ban<sub>2</sub>) zid<sub>2</sub>-ta-am<sub>3</sub>
 7′
       a-ar<sub>3</sub>-re
 8′
      id2-da
 ď
      a-ra<sub>2</sub> 2-kam
10'
      <<a>> pu<sub>2</sub> a-ra<sub>2</sub> 3-kam
     a mi-ib-si-si
11'
12'
      giri3 na2-a
13'
      ab-luh-ha
14' ki\hat{g}_2-gi_4<-a>-še_3
15' al-du<sub>3</sub>-e
     tukum-bi
16'
17′ ba-uš<sub>2</sub> u<sub>3</sub> ba-zah<sub>3</sub>
18'
      u<sub>2</sub>-gu ba-an-de<sub>2</sub>
19 lugal-še<sub>3</sub>:am<sub>3</sub>
```

"(*Beginning of the contract missing*)... 2'-4' Amat-Ištar, the female slave of Abaqar<sup>?</sup>, will serve as a pledge. 5'-15' As her daily chores she will grind ten *sila* of flour; she will fill (a container) with water (taken) twice from the river and three times from the well; she will clean (the creditor's) feet in (his) bed (i.e. before he goes to bed); she will run errands outside the household (lit: she will act as a messenger). <sup>16'-19'</sup> If she dies or flees, (or) disappears, it is (the loss/responsibility) of the owner alone".

# **Textual notes**

5′-14′. In these lines there is a list of the tasks Amat-Ištar has to perform in the creditor's house. These are some of the household chores normally assigned to the domestic female slaves: grinding flour, taking water from the river and the well, cleaning the landlord's feet, and running errands outside the household for her master (see Seri 2011: 55–57).

6'-7'. The task of grinding barley to make flour is also found in other school and real-life documents.<sup>9)</sup>

**8'-11'.** A similar clause also occurs in Ai VI iii 13–15: id<sub>2</sub>-da a-ra<sub>2</sub> 2 / pu<sub>2</sub>-da a-ra<sub>2</sub> 3 / a-ta in-su<sub>3</sub>-e // i-na id<sub>2</sub> [...] / i-na pu<sub>2</sub> [...] / i-na a- [m e š] i-[sal-lah-šu], and probably in another model contract.<sup>10)</sup>

**12'–13'.** Washing the master's feet is another task that often appears in model contracts and real-life letters. Apparently, here it is specified that the feet will have to be cleaned before the master goes to bed.

14'-15'. A similar expression,  $ki\hat{g}_2-gi_4-a-\check{s}e_3$  al-DU, had been interpreted as "he (i.e the slave) will perform the (house)-work" in TMH 115 §1 (= Spada 2018: 61–62). The choice to translate the term  $ki\hat{g}_2-gi_4-a$  as "house-work" had been made in order to distinguish it from the field-work mentioned in the previous line  $(ki\hat{g}_2-s\check{a}_2-s\check{a}_2-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s\check{a}_3-s$ 

19'.  $lugal-am_3-\check{s}e_3$  is here surely a mistake by the scribe for the expected  $lugal-(a-ni)-\check{s}e_3-am_3$ .

#### Notes

Abbreviations follow CDLI's list (https://cdli.ox.ac.uk/wiki/abbreviations\_for\_assyriology, accessed November 8, 2021) unless otherwise indicated.

- 1. The flight and delinquency clauses also occur in surety contracts, making sureties –sometimes identified as the slave's relatives– liable to pay compensation to the owner for his loss. See e.g. the twenty-nine surety contracts in the archive of Balaĝunamḫe of Larsa (for which cf. Van de Mieroop 1987 and, more recently, Spada 2021), or some contracts from Mari (ARM 8 63–65, 68, 70).
- 2. In Balaĝunamhe's surety contracts the "if clause" –according to the terminology in Van de Mieroop 1987– can contain other much rarer expressions which, as far as I know, do not appear in other contracts outside this archive:  $e_2$ -g al kabtam  $u_3$  rabiam ( $(e_2$ - $mi_2)$  iše''i, "(if) he seeks the palace, an influential or important person (or the women's quarters)";  $e_2$ -g al kabtam  $u_3$  rabiam isaḥḥur, "(if) he turns to the palace, to an influential or important person"; nakrum ileqqēšu, "(if) the enemy takes him"; ur-m a h idâkšu/ikkalšu (Sum.  $i_3$ -gu $_7$ ), "(if) a lion kills/eats him."
- 3. I exclude here the possibility that it is a loan contract with a slave as a pledge, since we would expect the contract to begin with the amount of silver (or barley) lent.
- 4. Cf. e.g. N 4976 (unpubl., see OBMC: http://oracc.org/obmc/), and IB 1567 (= Wilcke 2018: 389 no. 613) o. i 1–23. The edition of these model contracts will be offered in a study (currently in preparation) by the present writer.
- 5. \(^1\_a\_2^1\_n i\_-/\)\(^1\_a\_1^2\_n i\_-/\)\(^1\_a\_1^2
- 6. Cf. DCCLT, http://oracc.iaas.upenn.edu/dcclt/P230150/html (accessed November 8, 2021), where line D i 5' is read differently:  $1 \text{ u g al-x } i_3 i_3 u \hat{g}^2 a \text{ m}_3$ .
- 7. See also the expression n a m -1 u g a 1 1 a n i š e 3 in YOS 1 28 §9′, understood by Roth (1980: 138) "as the Sumerian equivalent of *ana bēlišuma* in LH §244." For the parallelism between the Sumerian ... š e 3 a m 3 and the Akkadian *ana* ... *ma* see also the grammatical list OBGT I 322–323, 536–538, 731, 735, 737 (= MSL 4: 49, 53–54, 57–58). For the equivalence in the usage of the Sumerian enclitic a m 3 and the Akkadian enclitic *ma* in focus-marking constructions, see Karahashi 2008: 85–91.
- 8. A slightly different version is found in TMH NF 3 45 obv. 4:  $\S ah_2 gin_7 \S u \ ab^- kar^- kar^- e / i gi_4 e [n-zu] / ni_2 te a ni \ lugal^- a^- ni \S e_3 am_3 e \S e$ . Cf. Alster 1997: 166, Peterson 2019: 576; see also Wilcke 1968: 236.
- 9. Model contracts: N 4976 obv. i 5'-7': ud 1-e  $a_2-ni-\check{s}e_3/1$  (ban<sub>2</sub>)  $\check{s}e-ta-am_3/in-ar_3-re$ ; UET 5 366 obv. 9-11: ud 1-kam/1(ban<sub>2</sub>)  $\check{s}e-ta-am_3/zid_2$  ar<sub>3</sub>-ra; ZA 101 §33: 10-11 (= Spada 2011: 231): 1(ban<sub>2</sub>) dabin-ta-am<sub>3</sub>/ud 1-e  $i_3$ -ar<sub>3</sub>-e. Real-life documents: CT 33 32 obv. 5-6: a-na sa-ma-di-im/a-na mu 1-kam i-gur- $\check{s}u$ ; PBS 8/2 188 obv. 6: a-na  $\check{h}$ AR i-gu-ur- $\check{s}i$  (for this reading see Stol 1993-1997: 174); SVJAD 38 obv. 4-6: a-na  $\check{s}i$ -pi<sub>2</sub>-ir sa-ma-di-im/a-na iti 2-kam in- $\mathring{h}$ u $\mathring{g}$ - $\mathring{g}$ a<sub>2</sub>/1(barig) ni $\mathring{g}$ <sub>2</sub>-ar<sub>3</sub>-ra-ta-am<sub>3</sub> i-sa-am-mu-du.
  - 10. In ZA 101 §33: 12 instead of  $\frac{1}{3}$  gi[ $\hat{g}_4$  x]  $\frac{1}{3}$  rud  $\frac{1}{3}$  kam, read id 2-da [a-r]a<sub>2</sub> 1?-kam.
- 11. Model contracts: CUSAS 43 38 §3: 5–6: hub2-ni su-luh (cf. Spada 2019: 78: "it should be noted, however, that the term *feet* is expressed here by the Sumerian hub2, which is not found in any other (model) contract, as far as I know"); UET 5 366 obv. 12: giri3-ni luh-ha. Real-life letters: CT 2 44 obv. 14–16: *u*3 *il-ta-ni* / *še*20-*pi*2 *ta-ra-am-sa*8-*il*2 / *i-mi-si*2-*i*; CT 48 57 obv. 9: *še*20-*pi*2-*ša i-me-e-si*2; ARM 10 29 16–17: [1 ge] me2 *ša še*20-*pi*2-*ia i-me-e-s-su*2-*u*2 / [*u*2-*ul i*]*d-di-nam*.
- 12. Accordingly, the expression in Ai VI iii 16-17,  $u_3$   $ki\hat{g}_2-gi_4-a$  /  $ba-ab-tum_3-mu$  //  $u_3$  8i-ip-ra ub-bal (translated by Landsberger in MSL 1: 83 as "und den Arbeitsauftrag wird er bekommen") could be understood as "(s)he will bring the message".

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109) Noch einmal zu MARV I 27 + III 54 — Die Verwaltungsurkunde MARV I 27+III 54 vom 8. des Monats Kalmartu im Eponymat des Aššur-zēra-iddina, die Details einer königlichen Schenkung an Bauleute zur Zeit des assyrischen Königs Tukultī-Ninurta I. (1233-1197 v. Chr.) behandelt, ist an anderer Stelle bereits durch den Vf. im Zusammenhang mit der Untersuchung von Kompetenzbereichen innerhalb der mittelassyrischen Verwaltungshierarchie ausführlich gewürdigt worden.<sup>1)</sup> Eine vollständige Bearbeitung in Umschrift, Übersetzung und Kommentar wurde aber in neuerer Zeit durch H. Freydank vorgelegt.<sup>2)</sup> Er weist hier u. a. auf eine unvollständig erhaltene "Zeitbestimmung"<sup>3)</sup> in Z. 30f. hin und widerspricht dabei zurecht der früheren Auffassung des Vf., der Anlass für das "Ehrengeschenk" (*rīmuttu*)<sup>4)</sup> bezöge sich auf die Fertigstellung des Marduk-Heiligtums in Kār-Tukultī-Ninurta.<sup>5)</sup> Dass dort ein Tempel des babylonischen Gottes tatsächlich existiert hat, geht aus einer anderen Stelle des Textes klar hervor. Die Arbeitstrupps und Vorleute erhalten ihre aus Wolle bestehende Zuwendung des Herrschers aber aufgrund ihrer Tätigkeit im königlichen Palast, so dass ein Bezug zum Tempelbau in der Tat konstruiert wirkt. H. Freydank liest:

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30 ...i+na u<sub>4</sub>-mi LUGAL x [ ]
31 ú-šal-li-mu-ni i-tu-r[a-ni ]
,...am Tag, (als) der König... [...] vollzogen hat (und) zurückgekehrt (ist)"
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Im Kommentar wird vorgeschlagen, die "Zeitbestimmung" in Zusammenhang mit dem "Vollzug einer kultischen Handlung" zu sehen, die "in Assur bzw. Libbi-āli" vollzogen wird, ehe der König in die Residenz Kār-Tukultī-Ninurta zurückkehrt.<sup>6)</sup> Indem er versucht, in Z. 30 zu "[du?SISKUR<sup>meš</sup> (-te ša)...] zu ergänzen, denkt er offenbar an eine Situation wie sie etwa durch die "Zeitbestimmung" in MARV I 10 dokumentiert ist.<sup>7)</sup> Nach der Autographie<sup>8)</sup> ist eine entsprechende Lesung, selbst mit Fragezeichen versehen, ausgeschlossen, so dass es hilfreich erscheint, sie anhand des vorzüglichen Fotos in der Datenbank von CDLI zu überprüfen.<sup>9)</sup> Es zeigt sich, dass die Freydank'sche Umzeichnung, die Vf. zu der Lesung "ɹ [ ] geführt hatte (s. Anm. 6), die Verhältnisse auf der Tafel recht genau wiedergibt. "UDU" scheidet somit in jedem Fall aus. Das beschädigte Zeichen am Bruch dürfte eher *ni-* zu lesen sein. Dieser Befund ermöglicht einen Ergänzungsvorschlag für die Zeile, die dem Kontext voll und ganz gerecht wird und zudem den Verweis auf die Rückkehr des Königs besser erklärt als die ca. 3 km lange "Rückreise" von Assur nach Kār-Tukultī-Ninurta.