

## Testaments and Division of Assyrian Estates in the Second Millennium BC

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[Assyrian testaments detail the division of the estate between members of the family. This paper considers the mechanics and social rules of the division. A new Middle Assyrian testament is offered in translation.]

**Keywords:** Assyrian testaments, the estate, heirs, women's rights.

Prosperous trade between the ancient city of Aššur and Anatolia led to a rise in the wealthy elite class of traders, with real estate and invested funds spread over a large geographical area. The complicated character of these possessions led to the need for instructions on the division of such property, given that the social rules and habits were not able to cover the various complicated facets of the different estates. Numerous texts from the excavated Assyrian archives, which date back to the second millennium BCE, deal with this issue and are the subject of this paper. Most scholarly attention has been given to the lengthy conflicts on the division of the inheritance of the Old Assyrian traders. The conflicts are perhaps more representative of the mechanics of conflict resolution, rather than actually providing information about inheritance itself.<sup>2</sup> In light of new evidence from a number of recently published testaments and texts concerning inheritances, we are now able to reinterpret previously known last wills, as well as establish continuity and innovation in the inheritance rules from the Old and Middle Assyrian periods. For the Old Assyrian period, there are at least 10 identified testaments and six for the Middle Assyrian period. References in letters, notes and legal documents on this subject are also taken into account.

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\* Abbreviations follow Streck (2014/16) *Reallexikon der Assyriologie und vorderasiatischen Archäologie* 14, III–LIX. Old Assyrian abbreviations are found in Michel 2003, 146–53. For Middle Assyrian abbreviations, see Postgate 2013, 433–34. In addition, note the following: AKT 6a = Larsen 2010; AKT 8 = forthcoming (Veenhof); EL = Eisser – Lewy 1930/35; KAM 10 = Reculeau – Feller 2012; KAM 11 = Donbaz 2016; POAT = Gwaltney Jr. 1983. This study quotes from various cuneiform law codes as they appear in Roth (1997) with the following abbreviations: MAL (Middle Assyrian Laws) A = KAV 1; MAL B = KAV 2; MAL O = Weidner 1937/39, 53–54, Tafel V, 2.

1. Prof. I. Albayrak and Prof. K. R. Veenhof shared some of their studies that were not available to me. In addition, Prof. Veenhof shared his concordances of the soon to be published AKT 8, the archive of Elamma (kt 91/k). An early draft of this paper was read and commented on by M. P. Streck, J. G. Dercksen and E. Zomer. English was corrected by B. McGrath. I would like to thank them all for the help they offered.

2. Many of these conflicts may refer to the issue that estates were often not divided for a long period following the death of the *paterfamilias* because heirs could choose to keep the family firm running. This would, however, further complicate the postponed division of the estate. At the same time, any postponed division of an estate is a common feature in the Ancient Near East and certainly not limited to Old Assyrian society; see Westbrook (1991, 119–20).

*Overview of the known Assyrian testaments*

Old Assyrian							
	Testator	Heirs <sup>3</sup>				Envelope	
		widow	daughter	<i>aplum</i>	sons		
120	AKT 8	Idī-Aššur	(...)	(...)	(...)	(...)	√
179	AKT 8	Ištar-lamassī	–	√	N/A	√	–
222	BIN 6	Amur-Ištar	√	√	[...]	[...]	–
224	BIN 6	[...]	[...]	[...]	[...]	[...]	–
12b	ICK 1	Ilī-bāni	√	√	–	√	ICK 1
	<i>Thierry</i>	Adad-bāni	√	–	–	–	12a
843	kt c/k	(...)	(...)	(...)	(...)	(...)	√
	kt c/l	Šu-Ištar	√ (2x)	–	√	√	– <sup>?</sup>
1031+	kt k/k 3	Zuzupana	(...)	(...)	√	√	–
196c	kt o/k	Agua	√	–	√	√	kt o/k
							196a
Middle Assyrian							
	KAJ 8	Amurru-nāšir	–	–	√	–	–
	KAJ 9	Iššūrīya	√	–	post	–	–
8 47	MARV	Ilšu-idīšu	√	–	–	post	–
	TR 105	Adad-da''ān	–	(?)	√	√	–
	TR	Erīb-ilī	–	√	–	–	–
2037	Snell	Šeni-šarri	–	√	√	√	√
1983/4							

1. *Previous literature*

Our knowledge of the division of estates and conflicts about the inheritance goes back to the publication of the Middle Assyrian laws. The second tablet MAL B discusses the primary rules of the division of an inheritance, which resulted in a number of studies.<sup>4</sup> Testaments and estates of Assyrians and, in particular, the traders from Kültepe have gained considerable interest from scholars. While testaments were not really known at this early time, Eisser and Lewy (1930/5) discussed a number of legal documents that dealt nonetheless with the division of inheritance (EL 8–11). The first to discuss an actual Old Assyrian testament was Garelli (1966), with an edition and study of the so-called “(Tablette) *Thierry*”. Von Soden (1975) contributed with two editions of ICK 1 12b and BIN 6 222. An overview of all Assyrian testaments dating to the Bronze Age was first provided by Wilcke (1976), who gathered all last wills known at that point. The Old Assyrian testaments did not exist in a void and should be seen in a broader Syro-Mesopotamian tradition. This was stressed by Michel (2000), who connected the existence of the phrase *ina zittīša abat u ummat* “she is father and mother over her share” in kt o/k 196c with testaments from Nuzi and Emar. The notion that the small number of available testaments alone is not sufficient for a comprehensive study has led to the necessity of gathering references to testaments in order

3. The term *aplum* is used in relation to those cases when the testament indicates a special share for the eldest son. In some testaments, we find a description about how the share of the widow goes to one or more of her children following her death; this is marked in the table using the abbreviation “post”.

4. For example, Driver and Miles (1935, 293–301) and David (1969).

to understand their function better. A number of these attestations was gathered by Albayrak (2000; 2011; cf. 2015). A first attempt to discuss the rules for inheritance in the Old Assyrian period was made by Veenhof (2003a, 457–60 § 6.2; 2012) and for the Middle Assyrian period by Lafont (2003, 542–45 § 6.2). A discussion of the estate and yet-to-be-published sole testament of a woman, AKT 8 179 (kt 91/k 453), can be found in Veenhof (2008b). Interestingly, only very limited attention has been paid to the property divided in the testaments. The only study known to me is Michel (1997, 293–95 § 2.2), who discussed the divided houses. For the Middle Assyrian period, we may denote the studies on texts that deal with the division of an inheritance: AfO 20, 122 (Weidner 1963) and MARV 1 6 (Hirsch 1970).

*Overview of the primary publications of the available testaments<sup>5</sup>*

Old Assyrian		
Copy/photo	Museum numbers	Previous text editions:
AKT 8 120 AKT 8 179 BIN 6 222	kt 91/k 396 kt 91/k 453 NBC 3903	Veenhof 2012, 173–74 no. 1 Cf. Veenhof 2008b, 103 / 106 / 109–110 von Soden 1975, 216–17 Wilcke 1976, 204 no. 2
BIN 6 224 ICK 1 12a/b	NBC 6623 Ka 1028	Wilcke 1976, 204 no. 3 von Soden 1975, 211–16 Wilcke 1976, 202–3 no. 1 Albayrak 2011, 143 no. 1
Garelli 1966, 133	<i>Thierry</i> (private collection)	Garelli 1966, 131–38 Wilcke 1976, 204–8 no. 4 Albayrak 2001, 145 no. 3
– Albayrak 2015, 27	kt c/k 843 kt c/l 1031+	Cf. Veenhof 2012, 169 n2 Albayrak 2015, 17–18 Appendix
– Albayrak 2000, 14–16	kt k/k 3 kt o/k 196a/c	Cf. Hecker 2004, 284 n23 Albayrak 2000, 21–26 (5–12) Albayrak 2011, 144 no. 2
Middle Assyrian		
KAJ 8	VAT 9028	Wilcke 1976, 218–24 no. 7 Saporetti 1982, 61–62 / 146–47
KAJ 9	VAT 8759	Wilcke 1976, 211–18 no. 6 Saporetti 1982, 77–78 / 151–52
MARV 8 47 Wiseman 1968, Plate LXVIII	VAT 19873 TR 105	Appendix Wiseman 1968, 186 Wilcke 1976, 208–11 no. 5
Saggs 1968, Plate XLVII	TR 2037	Saggs 1968, 163–64 Wilcke 1976, 224–29 no. 8
Snell 1983/4, 160	–	Snell 1983/4

5. The Old Assyrian testament AKT 8 120 (kt 91/k 396) is provisionally published in Veenhof (2012, 173–74 no. 1). The tablet itself is an unopened envelope, with the actual content of the tablet it contains remaining unknown. It is interesting to note that the testator (Idī-Aššur) was a common man in contrast to the more elite character of the other testaments, which concern many houses, servants and other assets. There is also a small fragment (BIN 6 224), indicated as a possible testament in Wilcke (1976, 204). Veenhof (2012, 191) suggested that the damaged ICK 2 157 could have been a testament.

## 2. Definition of testaments and division of inheritances

While the actual number of testaments is small, there are numerous references to them in Old Assyrian personal letters and judicial documents. These tell us more about the *Sitz-im-Leben* of these texts. A good example is the short letter BIN 6 2, quoted in full:

*Speak to Šu-Anim, thus Hatti: Elālī died and did not make his testament. Make your decision! When you hear the tablet, rise up and come here!*<sup>6</sup>

According to this letter, the absence of a testament could be problematic. This does not necessarily indicate that making a testament was always regarded as a necessity, only that the lack of one could be problematic for the division of the heritage; hence, the necessity for Šu-Anim to come quickly.<sup>7</sup> We may wonder whether writing a testament would have been necessary in order to avoid any misunderstanding on the division of the heritage, although it remains undecided when that would have been the case. Of course, in many instances, death may have come earlier than expected. As a result, we find the situation of Šalim-Aššur, where a letter seems to refer to an oral will (AKT 6a 208:19): *awāssu iqbi* “he spoke his will”. However, caution is necessary as the terminology is very different from normal testaments where we read *PN šīmtušu išīm* “PN drew up his will” and countless variations (see § 4.1). However, whatever Šalim-Aššur said in this passage preceded his death directly and led to the agreement of the creditors (*ummiānū*) on what was discussed earlier. For this reason, it is safe to assume that whatever he said was related to his estate, even though the terminology suggests that it was judicially different from an actual testament.<sup>8</sup> We may also suggest that the expression *awāssu iqbi* “he spoke his will” is informal, whereas the expression *PN šīmtušu išīm* is a legal formula and thus avoided in letters.<sup>9</sup> In the witnesses’ statement AKT 6a 40, we read how Iddin-abum, on his deathbed, refused to settle accounts with his creditors, given that his tablets were *written and available* (l. 12–13). This probably meant that, in his opinion, everything was arranged and a testament may have already been written. As the Old Assyrian network of traders was spread over multiple trading posts between Anatolia and the Assyrian homeland, it should come as no surprise that testaments were usually stored in Aššur. Therefore, we find some references where testaments of a recently deceased trader were transported to Anatolia in order to be consulted. In POAT 19, Šalim-aḥum, from Aššur, orders his associates Pūšu-kēn and Lā-qēpim in Anatolia to fetch the testament of Aššur-imitī (*tuppum ša šīmat A.*), which at that moment was with Šalim-Aššur in Ḥurrama.<sup>10</sup>

*A tablet recording the will of Aššur-imitī is with Šalim-Aššur son of Ennum-Aššur in Ḥurrama. Send to him to have the tablet brought to you!*<sup>11</sup>

6. BIN 6 2: <sup>(1)</sup> *a-na Šu-A-nim qí-bi<sub>4</sub>-ma* <sup>(2)</sup> *um-ma Ḥa-tí-ma* <sup>(3)</sup> *E-lá-lí me-et* <sup>(4)</sup> *šī-im-tù-šu ú-lá* <sup>(5)</sup> *i-šī-im té-em-kà* <sup>(6)</sup> *ša-ba-at-ma* <sup>(7)</sup> *ki-ma tup-pá-am* <sup>(8)</sup> *ta-áš-me-ú* <sup>(9)</sup> *tí-ib-a-ma* <sup>(10)</sup> *a-tal-kam*.

7. Cf. CCT 2 33:2ff, where we find a very similar situation; a *paterfamilias* has died without testament and, therefore, his son urges his brother to come to Aššur in order to settle the estate. Other references to the absence of a testament or last will are found in some unpublished texts; they are mentioned in Veenhof (2012, 170–71).

8. The same expression (*awāssu iqbi*) is found in CCT 2 33:4; see also Veenhof (2012, 170).

9. I suggested a similar distinction between formal and informal language for the two common designations of slaves: *wardum* in contracts of sales, *šuḥārum* more frequently in letters. See de Ridder (2017, 50–52).

10. For the possibility that Šalim-aḥum was the brother of the deceased, see Stratford (2010, 389).

11. POAT 19: <sup>(28)</sup> *tup-pu-um ša šī-ma-at* <sup>(29)</sup> *A-šūr-i-mi-tí i-na Ḥu-ra-ma* <sup>(30)</sup> *iš-tí Ša-lim-A-šūr* DUMU *En-um-A-ḡšūr* <sup>(31)</sup> *i-ba-šī tup-pá-am* <sup>(32)</sup> *lu-ub-lu-ni-ku-nu-tí-ma*.

There is some practical information about the transportation of the last will between Aššur and Anatolia. Given that the division of heritage could be quite detailed, testaments were frequently larger than the average tablet. This is actually described in POAT 19:33–35, where the tablet was so big that it had to be wrapped in straw in order to transport it safely; see Stratford (2010, 247).<sup>12</sup>

*Wrap up the tablet in straw, and carefully entrust (it) to a reliable mēra ummiānum so that he may bring it to me.*<sup>13</sup>

Testaments, being legal documents, were written in the presence of witnesses, who are listed in every known last will.<sup>14</sup> The testaments were made in order to divide property of the estate, in particular, the real estate and its contents, with the testator's surviving wife and children each taking a specified share. The tablets were then put in sealed envelopes in order to be opened upon the death of the testator and read in the presence of the heirs and executors of the estate (Michel 1997, 293; Veenhof 2003a, 458). In practice, this usually came down to the heirs meeting in Aššur where the last will would be stored in order to execute the testament, as well as make up the balance for the debt and credit regarding different loans and investments, along with the available merchandise (see Hertel 2013, 341–44).<sup>15</sup> This could lead to problems if debts of the estate were not paid, leading to a lower share.<sup>16</sup> In the testament kt o/k 196c, we even find conditions for the height of the share of the heirs, based on debts that may or not may have been paid back before the death of the owner of the estate. Under such circumstances, we cannot be surprised that, in the letter AKT 3 94, a daughter demanded the testament to be read out in absence of her brothers, although this request was rebuffed by the city council who deemed this illegal.

AKT 3 94:6–26: *Here our sister reached the city council up till five times, saying: "I want to hear the testament of our father". I keep holding her back, saying: "Our older brother must come; they will gather every shekel of silver from Anatolia and then all of us will hear the testament of our father". Afterwards she went (again) to the city,*

12. Old Assyrian has different terminology for the container used to transport tablets, usually *tamalākum*, but also *šiliānum* and *huršīānum*; cf., see Larsen (1977, 102 n28). It is not clear whether one of these three types was used in the case of the testament in POAT 19.

13. POAT 19: (33) *tup-pá-am i-na qá-nu-e lá-wi-a-ma* (34) *ṛdaṛ-am-qí-iš a-na DUMU um-mi-a-nim* (35) *[ke]-nim pí-iq-da-ma lu-ub-lam*.

14. Cf. AKT 6a 231:8–11, where the people to whom this letter is addressed are said to have acted as witnesses when Šalim-Aššur made his last will. The people listed as executors of the testament (*bēl šīmātem*), must also have acted as witnesses, though the usual logographic indication IGI is absent (l. 52).

15. This practice is, for instance, described in the testimony kt m/k 69:76–78, where the heirs are trying to make up the balance of credit and debit regarding their late father in Anatolia, concluding that they need to go to Aššur to execute the testament. Note that this text is written three years after the death of the *paterfamilias*. For reasons why it might have taken so long for the testament to be read, see the commentary in Hecker (2004, 285–86).

16. According to Veenhof's recent study (2012, 182–87), Old Assyrian testaments may deal with two types of shares. There is the normal share, the *zittum* (ḪA.LA), e.g., kt o/k 196c:6. This deals with the primary arrangements, such as the houses or care for the widow or unmarried daughters. After debts of the estate were deducted, additional shares may have remained, which were to be divided between the heirs, known as *elītum*, e.g., *Thierry*: 51; TC 2 40:34; kt o/k 196c:36; AKT 8 1:14,15,18 (kt 91/k 347). In the Middle Assyrian period, this division is not attested and we only find *zittum*. A third word, which seems to be a more general description of the share, is *qātum* (ŠU), referring to a smaller unit of the *zittum* (ḪA.LA). It seems that two *qātu* makes one *zittum*; see MAL B, § 1:3, 11 and MAL B § 2:21. This is, furthermore, confirmed by the testament TR 105:7, where the eldest son takes two times a *qātu* (which would make one *zittu*). However, this is not true in all cases; in AfO 20, 122:5, we read 2 ḪA.LA<sup>mes</sup> "two *zittu*-shares", which refers to only one inheritance share. The term *qātum* also refers to a part of the inheritance in the Old Assyrian corpus, including various times in the *Thierry* testament. It is also used in kt c/k 1301:31 and reconstructed in ICK 1 12b:14.

saying: “I want to hear the testament of our father”. Again I represented you to the city, saying: “Our older brothers are in Anatolia, we must open neither house, seals nor testament”. The city gave a verdict, that until you will come, neither house, seals nor testament will be opened.<sup>17</sup>

Some testaments assign one or more executors of the estate (*bēl šīmātem*); see *Thierry*:52–53, with a further reference in ICK 1 12b:34–37. This function is only attested in the Old Assyrian period and fully absent from younger records. As far as our information goes, the *bēl šīmātem* was not an heir and, therefore, suitable to impartial help with the liquidation of the estate. Wilcke (1976, 196 n1) suggested that people indicated as *bēl šīmātem* were the witnesses found at the end of any testament. This is an interesting idea; for instance, the usual list of witnesses in *Thierry* is replaced with a designation of some people as a *bēl šīmātem*. However, according to the current consensus, a *bēl šīmātem* has a more active role in helping with the liquidation of an estate and division of the inheritance (see Veenhof 2012; Hertel 2013, 341, n1076). For instance, in KTK 103 + TC 1 93 (EL 9), the brother of the deceased is mentioned explicitly in the agreement of the assignment of a house from an estate. As brothers of the deceased are not eligible to inherit, we may expect him to act in this text as *bēl šīmātem*. Similarly, in the big kt 94/k archive, Šalim-Aššur is regarded as the executor of the estate of his brother Iddin-abum (Larsen 2010, 15). Additional arrangements to the testament could be made to help ease the liquidation of the estate, which especially happened when a person expected his demise to be near.<sup>18</sup>

Overview of quoted texts on the division of inheritance

Old Assyrian		
Copy/photo	Museum numbers	Previous text editions:
AKT 3 94	kt v/k 77	Bilgiç – Günbattı 1995, 161–63 Michel 2001, 404–6 no. 289
AKT 6a 40	kt 94/k 1006	Larsen 2010, 115–16
AKT 6a 208	kt 94/k 196	Larsen 2010, 343–44
BIN 6 2	NBC 3660	Hengst 2008, 255 n46
KTK 103+TC 1 93	?+AO 7304	Eisser – Lewy 1930, 10–11 (= EL 9)
Lewy 1968, 32–33	L 29-574	Gwaltney Jr 1983, 56–59 (= POAT 19) Stratford 2010, 107–9

3. Primary rules for inheritance

For the primary rules of inheritance, we are informed by tablet B of the Middle Assyrian laws. No Old Assyrian law codex has yet been found; however, references in the Kültepe tablets prove that one existed. Moreover, it has been suggested that the various tablets and small fragments, of which Middle Assyrian laws consist, go back to at least the 14<sup>th</sup> or 13<sup>th</sup> century BCE (Veenhof 1995, 1717–18). Palaeographic studies have proposed that some of the minor fragments were, in fact, written in the 14<sup>th</sup>

17. AKT 3 94: <sup>(6)</sup> a-na-kam a-dí 5-ší-[šú] <sup>(7)</sup> a-ḫa-at-ni a-lam ta-ak-šu-ud <sup>(8)</sup> um-ma ší-it-ma ší-ma-at <sup>(9)</sup> a-bi<sub>4</sub>-ni lá-áš-me a-na-ku-ma <sup>(10)</sup> ak-ta-na-lá-ší um-ma a-na-ku-ma <sup>(11)</sup> a-ḫu-ni ra-bi<sub>4</sub>-ú-tum <sup>(12)</sup> li-li-ku-ni-ma ù KÙ.BABBAR <sup>(13)</sup> 1 GÍN ša GÁN<sup>lim</sup> li-ip-ḫu-ra-ma <sup>(14)</sup> ù ší-ma-at a-bi<sub>4</sub>-ni <sup>(15)</sup> ku-lu-ni-ma lu ni-iš-me <sup>(16)</sup> i-na wa-ar-ki-tim <sup>(17)</sup> a-na a-lim ta-li-kà-ma <sup>(18)</sup> um-ma ší-it-ma ší-ma-tim <sup>(19)</sup> lá-áš-me a-na-ku a-na a-lim<sup>ki</sup> <sup>(20)</sup> ki-ma ku-nu-tí ú-ta-er-ma <sup>(21)</sup> um-ma a-na-ku-ma a-ḫu-ni <sup>(22)</sup> ra-bi<sub>4</sub>-ú-tum i-na GÁN<sup>lim</sup> <sup>(23)</sup> É ku-nu-ki ù ší-ma-tim lá ni-pá-té <sup>(24)</sup> a-lu-um dí-nam i-dí-ma a-dí <sup>(25)</sup> ta-lá-kà-ni-ni É ku-nu-ki <sup>(26)</sup> ù ší-ma-tum lá i-<<i>>-pá-té-a.

18. Cf. EL 246: <sup>(16)</sup> ina bāb muātīšu ša abīka <sup>(17)</sup> nikkassī abunī u abuka <sup>(18)</sup> issiūma “before the death of your father, our father and your father have settled their account”. Also CCT 9b:16; TC 2 15:29; TC 3 76:5–6. Regarding the expression *ina bāb muātīšu* “on his deathbed”, see Veenhof (2012, 171) (cf. CAD B, 26a). A variation is found in AKT 6a 40:1–3 *inūmē PN ana muātem tadnuma* “when PN was dying”; see de Ridder (2012, 556).

century (Weeden 2012, 237), which pushes the hypothetical date of composition even further back. It is, therefore, not inconceivable that some parts of the Middle Assyrian laws may be more representative of judicial procedures in the Old Assyrian period than one may initially expect.

Following MAL B (§ 1–5), there are a few basic principles for the division of the inheritance:

- The eldest son (the main heir) takes two shares. He was the first of the children to select one (out of his two) share(s). The brothers cast lots on the order of selection of the other shares (MAL B § 1).<sup>19</sup>
- The youngest brother apportions the *šiluhlu*-personnel and equipment in the field, which seems to refer to the agricultural aspects of the estate (MAL B § 1).<sup>20</sup>
- Before the settlement of the estate, if a son kills somebody, he is to be delivered to his *next of kin*, who will decide on his life. Should he be allowed to live (and thus presumably pay blood money), he will take his share of the inheritance (MAL B § 2).<sup>21</sup>
- The king (i.e., the state) confiscates the share of any brother who committed treason (and) fled after committing a crime (MAL B § 3).<sup>22</sup>
- Illegal confiscation of part of the inheritance (i.e., real estate) will result in forfeiting all of one's share (MAL B § 4).
- There is one more damaged paragraph that cannot be summarized (MAL B § 5).

In addition, there are laws that deal with inheritance in the case of adoption; see § 6.<sup>23</sup> We find these rules put into practice on a number of occasions, such as TR 105:6–7, which states that the eldest son will take two shares. In AfO 20, 122, the real estate of the inheritance is divided into three separate parts. However, the first part is regarded as two shares (2 ȚA.LA<sup>mes</sup> 1. 5), presumably selected by the eldest son as per his right to take two parts and to be the first to select; see Weidner (1963, 121). Furthermore, the primary rule of two shares for the eldest son is reconfirmed in KAM 10 25:15–16 (de Ridder 2016, 231–32). The double share is a common feature in the division of the estates in late Bronze Age Northern Mesopotamia/Syria, attested in Nuzi (Zaccagnini 2003, 600), Emar (Westbrook 2003b, 678) and Ugarit (Rowe, 2003, 729–30). It appears to have spread to these regions in the north, as it is already attested in southern Old Babylonian cities up until Mari (Stol 2004, 708–10, § 6.6.1–2). The double share does not exist in the Neo-Assyrian Empire, where every son inherited equally (Radner 2003, 900). Nonetheless, this does not mean that the share for the eldest son was equal to his brothers in these period (cf. Stol 2004,

19. As for the legal terminology, the term *aplum* (logographic IBILA or A) is absent in both Old Assyrian and Middle Assyrian legal documents, although it can be found as an element in personal names. Instead of the term *aplu*, the relevant passage MAL B § 1, speaks of a *mar<sup>2</sup>u rabi<sup>u</sup>* (DUMU GAL) “big son” and a *mar<sup>2</sup>u seḫru* “small son” to refer to the first and last born. The term *mar<sup>2</sup>u rabi<sup>u</sup>* is also found in the late Old Assyrian texts from the Assur 14446 archive of the Assyrian capital, e.g., MAH 15962:15, 19. Although there is a possibly similar attestation in the adoption contracts KAJ 1:21 and Snell 1983/4:7, in general, texts concerning the division of estates refrain from using the term. According to Dercksen (2015, 40), *aplum* may occur as a foreign name in the Old Assyrian onomasticon.

20. The only instance of *šiluhlu*-personnel in the context of the division of an estate is MARV 1 6, which will be discussed in § 7.2.

21. According to Westbrook (1991, 122–23), this meant that any undivided estate had to be valued in order to have the blood money paid. It does not mean that the next-of-kin of the victim replaces the murderer as heir in the latter's family.

22. As Westbrook (1991, 123–24) points out, there is a well-known parallel of this arrangement, where the Israelite king Ahab is legally allowed to take the vineyard of Naboth after being falsely accused of treason and executed in Kings 21:1–16. There is a number of Early Middle Assyrian land grants from the palace to several individuals that may have entered into the palace's disposal under such circumstances: KAJ 173 (= KAV 210); 177; 183 (= KAV 93); KAM 10 8; KAV 93, 209–212; MARV 1 41.

23. Note that MAL O (AfO 12 T 5.2) seems to deal with rules of the inheritance as well. David (1969) provided a restored reading, which suggests that a man is not allowed to draw up a testament in the case of insanity. This reading has not been accepted in later studies and the degree of restoration prevents us taking the text into further consideration.

710). As for the Old Assyrian period, the favoured position of the eldest was related to the fact that he had to provide for the widow. As per kt c/k 1301+, he would not only obtain the house of the widow following her death, but also a double share of what remained at that point remained of the estate. This is the only Old Assyrian text that mentions the double share, while the contrary of equal shares may be attested.<sup>24</sup>

For the Old Assyrian period, it is important to shortly refer to the succession of the family firm or the commercial enterprises in Anatolia. While one may expect otherwise, testaments or any texts concerning the division of the inheritance do not deal with the succession of any commercial business. They never assign social positions, with the exception of the aforementioned *bēl šīmātem* “executor of the testament”. The Assyrian last will divides assets between the heirs in accordance with some common social rules, such as the position of the widow and eldest son. If any of the heirs wanted to take over assets of the firm, which were worth money, they would have to pay the other heirs according to their shares. In addition, it does not seem that the succession of the family firm was automatic and went to the eldest son, given that there are some cases where a younger brother took over the commercial activities in Kaniš, e.g., Buzāzu, instead of Sueyya, or the sons of Pūšu-kēn, Iddin-Abum, instead of Aššur-bēl-awātum, the sons of Issu-arik (kt 94/k) etc. In these two cases, the elder brothers were either active in the government or did not live in Kaniš, such that they had only limited involvement in the local trade.<sup>25</sup>

#### 4. Composition

##### 4.1. Main types of testaments and their composition

The composition of testaments seems to be a rather free affair, such that a comprehensive overview cannot be given. In fact, the wording of a testament seems to be largely determined by the identity of the main benefactor of the testament. A major point of difference between the two periods is that the Old Assyrian testaments follow the standard formula introducing the text written from the perspective of the testator. Thus, family members are all referred to in the first person (my wife, our mother etc.). Middle Assyrian testaments are more consistent and entirely written in the third person.

For the Old Assyrian period, we may try to summarize the content of the testaments as follows. However, while the testaments seem to cover certain topics, their compositions seem to be more or less free.

Standard formula:

*PN šīmti bētišu išīmma*

“PN drew up a will regarding his house”

FIRST PART: Inventory and assignment of miscellaneous objects and funds

SECOND PART: Care of the widow and/or eldest son

Assignment of the house

*Optional:* Assignment of interest of a loan to the widow

Transfer of the estate of the widow to the eldest son

THIRD PART: Division of credit and debit

24. In the testament Ilī-bāni, it is mentioned that the tablets with credit belong to all sons and the *gubabtum*-priestess, concluding thus: [*qá-sú-nu*] *iš-té-tù-ma* “their share is one” (i.e., an equal share), ICK 1 12b:14; cf. kt c/k 1301:30–31.

25. Kryszat (2004, 49) suggests that Sueyya was active in Burušhattum, while Aššur-bēl-awātum is known to have served as a *laputtāum* officer in Aššur (Larsen 2010, 8).



1. Division of credit  
*Optional*: Assigning a *gubabtum*-daughter as heiress, sharing in the credit
2. Responsibilities of the outstanding debts are assigned
3. Miscellaneous stipulations

OPTIONAL<sub>1</sub>: Care of the secondary wife (kt c/k 1301)

OPTIONAL<sub>2</sub>: Eviction clause (ICK 1 12b)

LEGAL PART:

List of witnesses

As has been said, the composition of the testaments can occur in numerous variations. Some parts may change position or might be absent. For instance, *Thierry* starts with a brief assignment of the house to the widow (PART TWO), as there is no son to care for her. It then continues with a long inventory (PART ONE), followed by assigning the interest of a loan to the widow (PART TWO). The testament kt o/k 196c is more clearly structured, as it describes how the widow should be taken care of and follows with the assignment of a share to the eldest son and other children. No doubt there must have been more texts similar to this testament; the typical clause *abat u ummat* is found with slight variation in the Western Peripheral Akkadian text corpora (see § 5.1). We may expect that some aspects of the division of the inheritance were fixed in Assyrian society, such as the care of the widow. This may explain why the other Old Assyrian testaments are less explicit on the matter, yet raise the question as to why the testament kt o/k 196c describes them.

When we move to the Middle Assyrian period, we can again divide the available testaments into two categories. However, the differences here are caused by function:

*Middle Assyrian type I: Standard testament*

Seal(s)

Standard formula:

*PN<sub>1</sub> ina migrat raminīšu šīmti fPN<sub>2</sub>/bētīšu išīmma*

“PN<sub>1</sub> by his voluntary agreement drew up a will regarding fPN<sub>2</sub>/his house”

FIRST PART: Standard division of the estate between the children of the deceased

Standard formula:

*PN<sub>3</sub> maraʿšu 2 qātāti ilaqqe*

“PN<sub>3</sub> his (eldest) son will take two shares”

*u rēhātum ša marʿēšu ēšuttum u madʿuttum 1 qāta ilaqqeū*

“and the rest of his children, be there few or many, will take one share (each)”

SECOND PART: further stipulations

(possibly an eviction clause)

LEGAL PART:

Date

List of witnesses

Text: only attested in TR 105<sup>26</sup>

*Middle Assyrian type II: Testament for heiress*

Seal(s)  
 Standard formula:  
*PN<sub>1</sub> ina migrat raminīšu šīmti<sup>f</sup>PN<sub>2</sub>/bētīšu išīmma*  
 “PN<sub>1</sub> by his voluntary agreement drew up a will regarding <sup>f</sup>PN<sub>2</sub>/his house”

FIRST PART: enumeration of granted property

1. A list of servants
2. A list of animals
3. Land (not preserved in all testaments, probably optional)
4. A house (not preserved in all testaments)

Summary:  
*mimma annā PN ana<sup>f</sup>PN ittidin/iddinašše*  
 “all this PN gave to <sup>f</sup>PN”

SECOND PART: further stipulations: eviction clause and further transfer of property

LEGAL PART:  
 Date  
 List of witnesses

Texts: KAJ 9; MARV 8 47; TR 2037

As can be seen, type 1 is used to describe the share of the inheritance of an heiress. As will be discussed below, these special testaments for heiresses were complimentary to the normal last will, which describes the share of the sons from the testator. Of the latter type, we have only one damaged example, TR 105. The text is nonetheless filled with some clichéd clauses that confirm the stipulations of MAL B, as discussed above. It is, therefore, likely that TR 105 was rather typical for Middle Assyrian testaments. There is an additional testament, KAJ 8, which is very different in formula to TR 105. As there is no satisfactory explanation for the deviation, I have not included KAJ 8 under any of the types mentioned above.

4.2. *Introduction formula and other standard elements*

As follows from the four types of testaments given above, every last will starts with a variation of the clause *PN šīmtušu išīm(-ma)* “PN drew up his will”. We will list the known variations below:

Old Assyrian:

BIN 6 222:1–3) *PN šīmti bētīšu ša Kaniš išīm(-ma)* “PN drew up a will regarding his house in Kaniš”.

ICK 1 12b:1–2; kt c/k 1031+1347:1–2) *PN šīmti bētīšu išīm(-ma)* “PN drew up a will regarding his house”.

kt c/k 843: *PN šīmātīšu išīm* “PN drew up his will” (text to be published by Dercksen).

Kt o/k 196c:1–2) *PN šīmtušu išīm(-ma)* “PN drew up his will”.

26. Note that l. 10 of TR 105 is not taken into account here. Its problematic character will be discussed in § 5.4.

Tablette *Thierry*:1–2) *PN* [šīmti bētīšu] išīm(-ma) “PN drew up a will regarding his house”.

Middle Assyrian:

KAJ 8:1–4) *kunuk PN<sub>1</sub>, PN<sub>1</sub> mār PN<sub>2</sub> ina migrat raminīšu* “Seal of PN<sub>1</sub>, PN<sub>1</sub> the son of PN<sub>2</sub> by his voluntary agreement”.

KAJ 9:1–3) *PN<sub>1</sub> mār PN<sub>2</sub> [š]īm[t]i <sup>f</sup>PN<sub>3</sub> aššūtīšu [išīm(-ma)]* “PN<sub>1</sub>, the son of PN<sub>2</sub>, drew up a will regarding <sup>f</sup>PN<sub>3</sub>, his wife”.

MARV 8 47:1–5) *kunuk PN<sub>1</sub>, PN<sub>1</sub> mār PN<sub>2</sub> mār PN<sub>3</sub> ina migrat raminīšu šīmti bētīšu išīm(-ma)* “Seal of PN<sub>1</sub>, PN<sub>1</sub> the son of PN<sub>2</sub> drew up a will regarding his house by his voluntary agreement”.

TR 105:1–5) *kunuk PN<sub>1</sub> kunuk PN<sub>2</sub>, PN<sub>2</sub> mār PN<sub>3</sub> mār PN<sub>4</sub> šīmti bētīšu išī[m(-ma)]* “Seal of PN<sub>1</sub>, seal of PN<sub>2</sub>, PN<sub>1</sub> the son of PN<sub>3</sub> drew up a will regarding his house”.

TR 2037:1–4) *PN ina m[igrat r]aminīšu [šīmti] <sup>f</sup>PN aššūtīšu [išīm(-ma)]* “PN<sub>1</sub>, the son of PN<sub>2</sub>, drew up a will regarding PN<sub>3</sub> his wife”.

As can be seen from these examples, *šīmtu(m)* “testament”, is usually given in the singular. Only in kt c/k 843 do we find a plural form. One noticeable Middle Assyrian addition to the standard formula is the construction *ina migrātīšu* “by his voluntary agreement” (KAJ 8:4; MARV 8 47:4; TR 2037:2). This element is also found in contemporary adoption documents (e.g., KAJ 1:3) and a marriage contract (TIM 4 45:3), but does not occur in the Old Assyrian texts. A further point of interest is the common addition of a seal impression of the testator and, sometimes, other people at the top of the testament in the Middle Assyrian period. Its outer counterparts had seal impressions confined to the envelope. However, the envelope kt o/k 196a does not contain a seal of the testator *Agua*. A list of witnesses occurs in all testaments, though only the Middle Assyrian ones are dated.

Eviction clauses in testaments occur frequently and can be found in ICK 1 12b:34–37, AKT 8 120:8–13 (kt 91/k 396), KAJ 8:11–15 and MARV 8 47:23–32. The part where we would expect to find an eviction clause is damaged on many testaments. The general effect of the threat in these examples is similar, namely, forfeiting of the share in the inheritance upon bringing a lawsuit. The unopened envelope of the testament AKT 8 120 (kt 91/k 396) actually includes an eviction clause on the envelope. Both this case and the eviction of ICK 1 12b warn against taking the *bēl šīmātem* “executor of the testament” to court. However, in AKT 8 120 (kt 91/k 396), the consequence of doing so is a hefty fee of 10 minas of silver, whereas the offender in ICK 1 12b is disinherited and has to pay the existing debts. Note that the eviction clause in KAJ 8 is similar to the division of inheritance TR 117:19–20, in that in both we read *ina zittīšu qāta eli* “from his share he will forfeit (his) portion”.<sup>27</sup> MARV 8 47 is notable for the high penalty of six minas of gold to be paid to Ištar of Nineveh upon raising a claim.

## 5. Envelopes

As a general rule, it may be stated that a testament was kept in an envelope. The archaeological context of some of the testaments from the Old Assyrian texts found before the regular excavations in 1948 is not known; nor do we have information relating to some of the testaments discovered since. Nonetheless, about half of the known Old Assyrian last wills were found with their case. Testaments found in Anatolia can be regarded as archival copies, as we already mentioned that testaments were

27. This clause is also attested in the damaged and unclear text KAM 11 2:5’–7’. It also mentions an additional fine of five minas of gold. This second phrase is comparable to MARV 8 47:30–31.

usually opened and read in the presence of the heirs in Aššur.<sup>28</sup> This might be why, for the Middle Assyrian period, there is only one known envelope for the semi-testament published in Snell (1983/84).

As a last will had to be made in the presence of witnesses, we find their seals on the envelopes. For instance, the case of kt o/k 196c has five seals for the people who are mentioned on the testament as being witnesses (although the seal of the testator is missing). At the bottom of the inscription on the envelope is found an identification line, *ša šīmat Agua mār Šu-Anim* “concerning the testament of Agua the son of Šu-Anim”. The envelope of ICK 1 12a only contains an inscription of the seal impression of the testator and the witness without any further identification tag regarding the content of the envelope.<sup>29</sup> The unopened envelope AKT 8 120 (kt 91/k 396) is the most complete, containing the inscription of the seals of the testator and witnesses, an identification tag and an invocation. The document edited in Snell (1983/4) is not really a testament and has features of an adoption contract, as is confirmed by the identification tagline on the envelope, *tuppu šabītu ša mārutte ša Anani-šarri Šeni-šarri mār Tiḫa’u epušūni* “sealed document of the adoption of Anani-šarri, which Šeni-šarri, the son of Tiḫa’u, made”. However, the tablet itself deals with consequences of the adoption regarding the division of the inheritance. There are no seal impressions on the envelope, despite the fact that there is a list of witnesses on the tablet itself, which features the seal impression of the testator. This seems to be caused by a shift in seal traditions given that, in this period, seals were impressed on the tablet itself, rather than the envelope.<sup>30</sup>

## 6. Care for women and unmarried children

Most Assyrian testaments largely concentrate on the care of women following the death of the testator. There was no exception regarding the complicated estates of the Old Assyrian merchants; for instance, the main benefactor of the testament *Thierry* is the widow of the testator. We can only explain this focus by referring to the need to take special care of the weaker parties and protect their interests against overzealous male inheritors.<sup>31</sup> This, however, does not mean that all female family members were entitled to a share of the inheritance, i.e., it has been stated at various times that a woman, who leaves the house of her parents to marry her husband, automatically forfeits her right to a share of the inheritance.<sup>32</sup>

28. In this context, legal documents are known to have had multiple copies, especially when they were sent from Aššur to Anatolia (Veenhof 2003b, 81). For testaments, their existence is confirmed per AKT 6a 231:8–18, where the sons of the recently deceased Šalim-Aššur requested a copy of the tablet to be made and sent to them in Kaniš, in order to arrange his estate according to his will. In turn, this request is somewhat unexpected. Indeed, as we earlier determined, a testament would only be opened in the presence of all heirs. The issue is also mentioned in AKT 6a 233:20–24. The conflict is best explained by the complications of two conflicting last wills about which the brothers quarrelled regarding validity, as well as the will, which was dictated on his deathbed in Durḫumit (AKT 6a 208) and the proper testament composed in Aššur referred to here (see Hertel – Larsen 2010, 170). Cf. Michel (2000, 9).

29. As the list of witnesses in ICK 1 12a is rather damaged, we cannot be certain whether all those who are said to be sealing are present.

30. In the Middle Assyrian period, envelopes were considerably less frequently used than in the Old Assyrian period. This explains the sealing shift to the tablet, rather than the case; cf. Postgate (1986, 11–16). For this reason, we cannot rule out the possibility that testaments of this period never had an envelope.

31. Cf. Emar, where widows are the central figure among the heirs as their interests had to be protected; see Beckman (1996, 72).

32. For example, Kraus (1969, 13), van der Toorn (1996, 21, 24), Westbrook (2003a, 395) and Stol (2016, 300–3). For Old Assyrian, cf. Veenhof (2014, 349).

6.1. *The widow*

A primary concern for a testator would be the provision for his future widow. This is most clearly illustrated by the testament kt o/k 196c, which has the wife of the testator Agua as the main benefactor mentioned first. She received the house in Aššur and shared the silver and miscellaneous items, such as servants and slaves, equally with her sons. The testament determines the status of the widow as follows: *ina kasap zittīša abat u ummat* “of the silver of her share, she is father and mother” (l. 6–7). This expression is similar to the legal formula that is commonly found in Emar testaments, where we can read *PN aššatīya abu u ummu ša bitīya šītma* “PN, my wife, is father and mother of my house” (see Michel 2000). The formula seems to have been used in Emar to make sure that the estate was not divided during the lifetime of the widow and that the heirs had to administer it jointly.<sup>33</sup> To this effect, the legal formula put her in the position of the father by giving her the male gender.<sup>34</sup> However, all the property of the widow would transfer to Šu-Bēlum upon her death. As for the undivided character of the estate, we should discuss the testament of Šu-Ištar, kt c/k 1037. Following its arrangements, the eldest son Buzutāya and the widow Šāt-ilī were to live together in the house in Aššur, with the son having to provide for his mother. Were they not able to live together, Buzutāya had to lend out three talents of copper for interest and give this interest to his mother, so that she could live off it. This arrangement is similar to what we find in *Thierry* (see also the discussion below). What happens following the death of the Šāt-ilī is not entirely clear; it is stated that Buzutāya obtains her inheritance (l. 24–25), which would be the house and its contents. However, the testament also assigns land in Kaniš to him (l. 26–27) and continues with dividing the silver of Šu-Ištar between the sons (l. 27–31), even though Buzutāya had already paid one mina of silver to each of his brothers after having satisfied the creditors (l. 9–12). It, therefore, seems that a difference is made with regard to the working capital and money, which was to be divided as soon as possible, as well as whatever remained of the possessions, which remained intact during the life of the widow. According to Veenhof (1997, 142) it was the eldest son who customarily provided for the widow, which might explain how, in kt o/k 196c, he received the property from the widow upon her death. In the arrangement of AKT 8 297 (kt 91/k 389), the eldest son received a house upon the death of his father, but was financial responsible for the care of his mother, including her burial costs (*quburum*). Although the testaments make no reference to it, it is clear that Assyrian widows were usually allowed to remarry, as was the case with Ištar-lamassī, according to her testament AKT 1 120 and, for instance, Sadberk no. 28. In the testament ICK 1 12b, the passage concerning the share of the widow is partly broken (l. 15–16). We may restore the passage thus: “the house of Kaniš belongs to Lamassī, my wife”.<sup>35</sup> Untypically, it does not mention any older son taking care of the widow.

References to a woman of secondary status (*amtum*) are rare in the context of the estate. The only testament where first and secondary wives are mentioned is kt c/k 1301+. The result, however, is

33. See Westbrook (2001, 38–40). Cf. Kämmerer (1994), Beckman (1996, 60), Huehnergard (1983, 27) and Westbrook (2003b, 681).

34. This, however, does not seem to mean that she could decide upon her share in the event of her own death. Were she to remarry, she would have to relinquish her share (cf. text no. 2:18–24 in Huehnergard 1983, 16–19). Thus, the inheritance stays in the possession of the clan.

35. ICK 1 12b: <sup>(15)</sup> [*bé-tum š]a Kà-ni-iš* <sup>(16)</sup> [*ša Lá-ma]-sí a-šī-tí-a*. Von Soden (1975, 21–13) assumed that tablets with outstanding credit were instead given to the widow, in analogy to the passage of l. 2–13, where other tablets are divided between the children. While this interpretation remains possible, the testament already stated that any tablet with credit in Aššur or Anatolia belonged to the children (l. 10–13). In addition, all other Old Assyrian testaments detail the fate of the houses and allow the widow to live in it.

interesting. The testator Šu-Ištar has to divide his estate into two parts: a household in Aššur for his first wife Šāt-ilī and a household in Anatolia for his secondary local wife, named Zimizḫuna. The division also concerned the sons of the two women, as they all would share the estate of their respective mother. It is also interesting to note that, while arrangements are made for the care of the Assyrian wife (see above), it is stated that the secondary wife is only to receive a house and two servants. How she will be provided for is not mentioned at all. This leaves us with the question about whether all these sons would share in the remaining capital of their father's estate, regardless of their mother. The answer is probably yes, as the estate mentions that the eldest son has to pay them each one mina of silver if available, after the accounts are settled. Again, we may draw some parallels with the Codex Hammurapi (CH § 167), which states that sons will share the dowry (*šeriktum*) of their own mother, yet will commonly divide what is left of the estate.

Veenhof (2012, 175–77) stated that women also made testaments, as they possessed private property. However, this seems only to have been the case when the husband died first; otherwise, we may expect all her property and obligations to transfer automatically to her husband. We may also wonder whether a testament would always have been necessary, as references to them are very rare. When looking at the will of Agua (kt o/k 19c), we find the widow to be taken care of by her eldest son, while it also appears that, upon her own death, her property will transfer to the son caring for her. In line with Middle Assyrian laws, we may expect that there were standard rules for the division of one's estate, given that the Old Assyrian period should not have been fundamentally different. The only reason that a woman should make a will is when her situation had become more complicated, such that it was felt that her late husband's will or common social roles did not address these complications. Let us look at the available evidence. The only known Old Assyrian testament composed by a woman, AKT 8 179 (kt 91/k 453), was made by Ištar-lamassī, an Assyrian woman who, upon the death of her husband Kun-īlum, married an Anatolian named Lullu. Despite the tablet still being unpublished, the details about her estate provided elsewhere by Veenhof (2008b) are sufficient, clearly showing that her estate transferred to her own children as is to be expected following the basic rules of Assyrian inheritance. It must be said that the actual amount of money left behind was very small, especially as costs for the burial still had to be paid: 37 shekels of silver for both her sons and a few shekels of gold and silver for the *gubabtum*-priestess. As to why this woman felt that she needed a testament, we can only speculate. However, in line with kt 01/k 325 (see below), we may expect that her second marriage to an Anatolian husband made her enter the local legal atmosphere, which might have necessitated a testament in order to avoid confusion with native social rules. The other evidence, from the same archive, involves the quotations of the last will of Lamassātum, the widow of Elamma, in AKT 8 164 (kt 91/k 421). As Veenhof (2012, 196–98 no. 4), in his edition, already indicated, the woman had obtained some of her possessions through her own enterprises, which explains the size of her estate and the necessity to dispose of her property by means of a testament.<sup>36</sup> Moreover, some of her possessions are granted to people who did not have any natural claims on her estate; e.g., one slave girl is given to her niece Ilina (l. 24–25).

Women (or wives) are not present in every Middle Assyrian testament. That said, in KAJ 9, Nasiqtu, the wife of the testator Iṣṣūrīya, is the main benefactor, although the damaged passages prevent us from determining what exactly was allotted to her. It even appears that the widow inherited the complete estate,

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36. Veenhof (2012, 176–77), in his discussion of women's ability to make a will, listed a few instances where the assets of a woman's estate are mentioned, generally indicated as the *warkutum*, e.g., *warkat awilātem* "the inheritance of the ladies" in TC 2 40:36. However, as he himself admitted, this in no way refers to an actual testament. One may also refer to the attestations kt c/k 1301+:24, 34. These deal with the estate of the widows of Šu-Ištar.

which was only to be given to their son Nabû-zāqip upon her death; there is no reference to other children. In MARV 8 47, the wife (Ištar-multēpišat) receives what appears to be the entirety of the estate from the testator (Ilišu-idīšu). A broken passage (l. 33–39) seems to equally divide her property between each of her sons. We can again compare these practices with the Codex Hammurapi, which states that a widow, as long as she was the main wife, could live in the house of her husband, while the house and her inherited property would be passed onto her own children, thereby keeping the property in the family (CH § 171, 177). If our reconstruction of these two testaments is correct, the estate of the deceased *paterfamilias* now passed directly to the widow. However, it must be added that such an allotment of the *paterfamilias*' estate was only a temporary affair, given that, under any circumstance, the property would be given to her husband's children regardless of whether she remarried or not.<sup>37</sup> Other Middle Assyrian testaments open the possibility that there could be more than one last will (cf. § 5.4). It is, therefore, plausible that there was another testament, which allotted a part of the estate directly to the sons. This idea is reinforced by the fact that the testaments KAJ 8 and TR 105 do not include any mention of a widow.

### 7. The complicated case of the *Tablette Thierry* testament

A reconstruction of the division of the estate in *Thierry* is difficult to make, given that the passages that inform us of the family ties are partly broken. The main issue revolves around the connection of the woman Šāt-Adad to the testator Adad-bāni. Due to the lack of any reference to them, it is assumed that Adad-bāni was without children. There seems to be two basic interpretations. In his original edition, Garelli (1966, 131–38) suggested that Šāt-Adad was the wife of Adad-bāni and that she was to share, with her two brothers, mother and sister-in-law, the estate of her late husband. Meanwhile, Wilcke (1976, 204–6) tried to reconstruct the family ties in a way in which all heirs are related to the testator. According to this reconstruction, Šāt-Adad was Adad-bāni's sister from another mother, while the brothers who share in the inheritance were her stepbrothers from Adad-bāni's mother. This interpretation has since been accepted by further studies.<sup>38</sup> In my opinion, the main weakness of the second reconstruction is the designation of Adad-bāni's own brothers as *her* (that is Šāt-Adad's) brothers. The other published Old Assyrian testaments refer to the family ties in the first person, i.e., from the point of view of the testator and not of the (main) heir. It should also be pointed out that there is no reason for Adad-bāni to provide for his sisters.<sup>39</sup> Any sister dedicated to a god would be taken care of in line with the rules of the testament of her father, not her brother. Likewise, a married sister would be taken care of by her new family.<sup>40</sup>

37. Note that the known details from the unpublished testament of the woman known as Lammasātum in AKT 8 164 (kt 91/k 421) suggest that her estate was to be distributed between her children. No mention of a new husband is made (Veenhof 1997, 137–38).

38. For example, Veenhof (1997, 139–40), cf. Michel (2000, 2), Hengstl (2008, 255 n49) and cf. Albayrak (2001, 145).

39. In this aspect, I also disagree with Garelli, who identifies the heiresses, indicated as *awilātum* (l. 31, 39), as Šāt-Adad and another sister. This unnamed sister is mentioned two times (l. 17, 19), although not in the context of the division of the inheritance. A plural *aḥḥuātum* "sisters" is found in broken context in l. 44.

40. Cf. the Biblical passage in Numbers 36, which discusses the division of the estate of Zelophehad between his five daughters. The account explicitly states that it is not desirable for a daughter to take a share of her father's estate, given that, upon her death, the property would pass to the tribe of her husband. To solve this problem, such a daughter married someone from her own tribe. In analogy to this Biblical passage, we may assume that it was similarly undesirable for a sister to receive a share of her brothers' estate.

Moreover, this reconstruction requires both Adad-bāni and Šāt-Adad to have been unmarried.<sup>41</sup> Following Wilcke's interpretation, the mother of Adad-bāni's stepsister would receive a full share in the inheritance of his estate, despite having no direct family relation to the testator.<sup>42</sup> Additionally, her two brothers would have paid five minas of silver in interest, which would approximately equate to 90 shekels annually (see Veenhof 1997, 140). It is, therefore, not unreasonable to accept Garelli's original interpretation (with minor changes), which suggests that the estate of Adad-bāni was used to provide for his widow and her mother. As to her brothers taking a share of the inheritance of their brother-in-law, his inheritance would be expected to go directly to his wife if we accept that Adad-bāni did not have any direct male descendants. None of the Old Assyrian texts speaks of a wife fully inheriting the estate of her late husband, given that there are usually children to share the estate with. It is possible that it was legally not allowed for a full estate to transfer to a single heir. If this assumption is correct, we understand why Adad-bāni's stepbrothers inherit, but also why his mother-in-law takes a full share; in this way, the share of his widow effectively doubled as she was living in the house of her mother.<sup>43</sup>

### 7.1. *The gubabtum-priestess*

As already stated, a married daughter forfeited her right to share in the estate of her parents. However, a notable exception concerns the daughters dedicated to the service of a deity, who would not marry. Following the Codex Lipit-Ištar (§ 22), a consecrated daughter shall be regarded as having an equal share with her brothers. In the Codex Hammurapi (CH § 178ff), it is further stated that, following the death of the consecrated priestess, her inheritance share returns to her brothers, thereby ensuring that the assets of the estate remain in the family. In the Kültepe archives, a consecrated priestess is known by the word *gubabtum*, while some famous traders are known to have dedicated their daughters to the service of a deity, e.g., Aḥaḥa, the daughter of Pūšukēn (cf. Veenhof 2008a, 104). As such, we find in the testament ICK 1 12b Aḥātum that a *gubabtum*-priestess was provided for with credit in addition to her normal share, as well as received meat rations from her brothers when they made offerings. In addition, the testament AKT 8 179 (kt 91/k 453) indicates a share for Šīmat-Ištar, a *gubabtum*-priestess and daughter of the testator Ištar-lamassī (Veenhof 2008b, 109–10).<sup>44</sup> Unfortunately, none of the other published Old Assyrian testaments mentions a *gubabtum*-priestess. Nonetheless, we can further confirm the share allocation of the *gubabtum*-priestess regarding the estate with reference to the testimony kt m/k 69:32–38, 76–78 (Hecker 2004), where two brothers in conflict mention their sister, a *gubabtum*-priestess, taking part in the settlement of the estate. The tablet ATHE 24 deals with a conflict between the heirs of the late Āmur-Ištar and Pūšu-kēn, which involves their two daughters Ab-šalim and Aḥaḥa, both of whom were *gubabtum*-priestesses. In KTK 103 + TC 1 93 (EL 9), a *gubabtum*-priestess is mentioned as having a normal status

41. This can be deduced from the fact that the estate of Šāt-Adad goes to her brothers after her death (l. 38–43), meaning that it was unlikely that she was expected to bear children. If she was married and with children, the estate would be of little use to her, since she could not dispose freely of it.

42. This is under the assumption that *awīlātum* (l. 31, 39) refers to Šāt-Adad and her mother, who is mentioned in l. 29. I agree with this part of the reconstruction as it fits with the relevant passage *šībāssu šīta u ummaša ekkalā* “she and her mother will consume its interest” (l. 28–29), i.e., the mother of Šāt-Adad is without doubt an heiress.

43. A similar construction is found in the Middle Assyrian semi-testament/adoption in Snell (1983/4); see § 6.

44. The Elamma archive (AKT 8) also has a document listing the inheritance of his widow Lamassātum, AKT 8 164 (kt 91/k 421), edited in Veenhof (2012, 196–98 no. 4). This document also mentions some of the widow's property going to her daughter, a *gubabtum*-priestess (written NIN.DINGIR).



with regard to the estate in a similar fashion that stated in ATHE 24.<sup>45</sup> Whether the *gubabtum*-priestess could freely dispose of her share in the inheritance is not clear from these references. The Codex Hammurapi (CH § 178–179) mentions that this was possible, as long as it was clearly stated by her father in his testament. Note that, in the Old Babylonian document CT 45 25, the brothers of a *qadištum*-priestess inherit her estate upon her early death (Stol 1997).

Another interesting case is the court record kt 01/k 325 (Albayrak 2004) from the Ib period. It discusses the settlement of the estate of Šalim-Aššur, not to be confused with his namesake from the AKT 6 archive. His daughter Ziki, a *gubabtum*-priestess, would be allowed to live in the house of her father in Kaniš. In addition, her brother would give her one normal textile (*šubātum*) and a *šitrum*-textile every year for the period of three years (l. 36–43), after which she would be provided with 20 shekels of silver from each of the three brothers on an annual basis.<sup>46</sup> So far, there are no noticeable differences with regard to the earlier discussed settlements. What is remarkable is that Ziki cannot own the house; it was assigned by the local ruler of Kaniš to Ḫamala, the husband of Ḫaršūmelka, who was another daughter of Šalim-Aššur. To avoid maltreatment, she was allowed to live with her brothers and would be given certain property, such as jewellery, slaves and divine statues, from the house. It is entirely possible that, in reality, this meant that she was free to choose. Albayrak (11) suggested that the house was given to Ḫamala because of debts owed by Šalim-Aššur. However, it is worth bearing in mind that Ḫamala was his son-in-law. Moreover, if Albayrak's statement were to be correct, there would be no obligation to care for Ziki. Rather, the fact that we are dealing with a mixed Assyro-Anatolian family, with the daughter Ḫaršūmelka and her husband carrying native names, suggests that we have entered into the rather obscure Anatolian legal system, which may also explain the intervention of the local ruler. Apparently, the daughter and son-in-law were entitled to the most important property of the estate, the parental house; as a result, they had to take care of Ziki, the *gubabtum*-priestess, in the same way that, where the eldest son often inherited the rights of the house, he had to take care of his widowed mother in return. I would, therefore, carefully put forward the possibility that, in the Anatolian legal system, daughters could not only inherit, despite marriage, but could also take up the legal position of the first born.<sup>47</sup>

## 7.2. Consecrated sons in Middle Assyrian texts

Similar to the *gubabtum*-priestess, there are some references in Middle Assyrian to the inheritance share of consecrated sons. In KAJ 179, a father dedicated his son to the service of Adad. At the consecration, the son was given a considerable amount of property: a 10 *iku* field, a copper cauldron and a table (*paššuru*), which were presumably necessary to enable the son to provide for himself.<sup>48</sup> The boy continued to share in the inheritance alongside his brothers, similar to the *gubabtum*-priestess in the Old Assyrian period (cf. Schwemer 2001, 579). The text KAM 10 25 deals with another dedication of a son to

45. There are undoubtedly many more examples, especially among the *new* texts. For instance, Ummī-Išhara, daughter of Elamma (AKT 8), is also known to have had a share in the estate of her father. See AKT 8 175 (kt 91/k 420) in Veenhof (2012, 187–93 no. 3).

46. Dercksen (2014, 99) calculated that this amount of silver is sufficient to cover the primary costs of living, assuming that one needed between one and three shekels of silver.

47. While very tentative, we may refer to the possibility of a matrilineal system of royal succession in the Old Hittite period. For a summary of the discussion and further literature, see Bryce (2005, 88).

48. KAM 10 25 is less specific, but mentions at least half a mina of silver at the dedication, in addition to further gifts that the father would gather for his son over the years (fields are mentioned, but not specified).

Adad. The tablet states that the child, being the eldest son, would inherit the regular two shares, while the other younger sons would only inherit one.<sup>49</sup>

### 7.3. *Daughters involved in the inheritance*

We are left to discuss the married daughters who are known to have taken a share from the estate, despite our statement that an Assyrian inheritance was ultimately divided between the male offspring. The Codex Lipit-Ištar mentions the following exception: a daughter who was unmarried at the time of her father's death would be given into marriage by her brothers (§ 23), i.e., her dowry would be deducted from the estate.<sup>50</sup> In effect, this meant that the sons would take up the financial responsibilities of their father's estate, which included paying for the dowry. According to Kraus (1969, 15), cases where the daughter inherited are indeed to be explained in this way. For the Middle Assyrian period, we find a testament from Tell Ar-Rimāḥ (TR 105), where it is stated that Aššur-šuma-ušur (the eldest son) would take two shares as per his default rights. However, this statement is followed by an expression reconstructed by Wilcke (1976, 208–11):

*u reḫā[tum ša mar'ēšu] ešuttum u [ma'duttum] a'īlu kī sinn[il]te 1 [qāta ilaqqe]*  
 “and the rest of his [i.e., Aššur-šuma-ušur's] sons, be there little or many, man or woman, will take one share”  
 (l. 8–10)

This reconstruction is not entirely without problems, as we would expect from *a'īlu u sinniltu*, rather than *a'īlu kī sinnilte*, in line with the preceding compound. Moreover, the use of *kī* suggests that the following noun is a simile, which cannot be correct. Nonetheless, given that the copy of the tablet is not helpful, we have to accept Wilcke's interpretation here. If correct, it suggests that both son and daughter could inherit, regardless of the dowry. This would be a break with Old Assyrian traditions, although not entirely unexpected as married daughters inherited in contemporary Emar (Beckman 1996, 73). A further reference to a daughter taking part in the division of the inheritance can be found in BM 103395, a broken amulet-shaped tablet. It mentions three men and a woman and makes reference to their inheritance share (r. 1: *ana zittīšunu*). The broken contents of the tablet make it impossible to draw firm conclusions about it, but it is believed to have been an agreement between siblings regarding the division of an inheritance (see Panayotov – Llop-Raduà 2013, 226).

More information follows from the Tell Ar-Rimāḥ testament TR 2037, where Erīb-ilī assigned for his daughter Takla-šemāt a large inheritance comprising a number of servants, a house, land and additional property. Aside from the daughter inheriting, it is clear from other texts that she was not the only child, as we find reference to two sons of Erīb-ilī in another text: Ḥabburrāru (formerly read as Ḥabur-adal) in TR 3007:6–7 and Niqda-Aššur in l. 17–18 (cf. Wiseman 1968, 176). The tablet cannot have dealt with all of the estate of Erīb-ilī, as his sons no doubt would have taken their own share. Therefore, we may assume that the house she received was not the only house that her father owned.<sup>51</sup> Saggs (1968, 163) categorized the text as “a disposal of property (inheritance or dowry)”. If we assume that the table assigns a sizeable dowry, it is unlikely that it was recorded upon the marriage of Takla-šemāt, as no mention of her husband

49. An edition of the text, which deals with the consecration of Erība-Adad, the son of Šar-Adad, can be found in de Ridder (2016, 231–32). Read *ú-ša-ab-šu-ú-<ni> I-ri-ib-<sup>d</sup>IM* in l. 14. A reinterpreted translation of l. 14–18 on the estate of Šar-Adad is as follows: “Erība-Adad, the eldest son, will take two shares and (his) brothers, the (other) sons, are equal in share”.

50. The same arrangement is known to be the case for unmarried sons in Old Babylonian law (CH § 166), making it very likely that the situation was not different in the Old Assyrian period.

51. The text mentions the house as (originally) belonging to Aššur-rīmani, the son of Kiddin-Aššur (l. 11–12).

was made. Rather, it seems that the disposition establishes the weight of the dowry in the event that the girl was not married when her father died. The tablet states that she would exercise full ownership over the assigned property because, upon her death, it would be given to her own children.<sup>52</sup> This is confirmed by Middle Assyrian laws (MAL A § 29), where it is stated that, upon the death of a woman, her dowry would be given to her children and not returned to her father's family (cf. CH § 162). This case leaves us with an important conclusion: a text formulated as a testament might have different functions, such as reserving a dowry in this particular example.<sup>53</sup>

## 8. Adoption

In some special cases Assyrians adopted children, which could not be without consequences for the division of the inheritance. For this reason, some adoption contracts function to an extent as testaments. Adopting children and having them share in the estate involves something that cannot be expected to be socially desirable in the case of complex Old Assyrian firms, where investors and creditors alike would not allow an outsider to take possession of an estate. As such, our material from the Old Assyrian period is extremely flimsy, limited to a few texts concerning Anatolian (rather than Assyrian) families (e.g., AAA 1 8, TCL 1 240 and kt 89/k 379). Of these, TCL 1 240 (EL 8) mentions that the adopted son will take a share in the inheritance upon the death of his foster parents. In addition, there is a curious text, APM 9220, dating from the reign of Šamšī-Adad II/III.<sup>54</sup> This tablet more precisely deals with the manumission of a slave by an Assyrian couple. The former slave, however, is legally obliged to serve his former owners. In return, he will receive an 18 *iku* field and an ox after the death of his adoptive parents.

For the Middle Assyrian period we learn from MAL A § 28 that, when a pregnant widow remarries, her new husband is not legally obliged to leave a share of the estate to his adopted son. Instead, the child remains the heir of his begetter and is entitled to the share of his deceased father, although he is not responsible for the debts of his adopter. The situation differs when a child from outside the family is adopted. In the adoption contract KAJ 1, it is stated how a father gives his son up for adoption to another man and that this boy will inherit an equal share with his younger stepbrothers (Lafont 2003, 540). This suggests that an adopted son could not acquire the position of the eldest son, even though he may be the eldest.<sup>55</sup> In general, the few adoption contracts that exist from the Middle Assyrian period make no reference to inheritance, such that we might expect that adopted children would usually inherit from their adoptive father. Another text that deals with this issue is the tablet from Tell Qitār (Syria), published by Snell (1983/4). The text is difficult to understand, but seems to contain a kind of construction by the *paterfamilias* to have all family members share equally in his estate. In order to do so, he adopted his

52. In fact, we can confirm the existence of a marriage, given that her children are attested in other Tell Ar-Rimāḥ texts: Kidin-Aššur (TR 3001:15–16, TR 3002:14–15) and a broken attestation of Kidin-Aššur and his brothers (TR 115:4–5), cf. Postgate (2002, 298). It remains unclear why a matronymic, instead of a patronymic, designation is given.

53. Another example is MARV 5 71, which has the standard clause *PN ina migrātīšu šīmti ša [bēṭr<sup>2</sup>]šu išīm* “PN, by his voluntary agreement, made the testament of his house(?)” (l. 2–6). Although the damaged character of the texts results in a lot of uncertainties, it seems that the text deals with the release of a slave, rather than a last will. Freydank, on the publication of this text, described it as a *Verfügung bezüglich einer Person* (MARV 5, 14a).

54. Although the archaeological context is missing, the texts date from the period following the end of the archives in Kültepe and, in turn, should originate from Qal’at Šerqat or its surroundings.

55. If this is correct, the situation would be similar to the Middle Babylonian Ḫana/Mari region, where, in two adoption contracts, the adoptee receives twice an inheritance share; see Podany (2002, 126–39 text 11) and Yamada (2011). The adoptee receives one share and the eldest son takes two (cf. Yamada 2011, 64).

daughter-in-law, thereby turning her into an heiress.<sup>56</sup> As such, the text is neither a real adoption contract nor a testament, which means it serves no purpose for the tablet to be read in the presence of the heirs following the death of the testator. Nonetheless, its contents were concealed by putting the tablet in an envelope, which states that the text deals with an adoption (*māruttu*).

## 9. Division of estates

### 9.1. Houses and real property

The situation of the division of real estate as part of the inheritance is a rather complex matter, as most Old Assyrian merchants owned multiple houses: one in Aššur and at least another house abroad. Many of the Middle Assyrian examples deal with rather large estates, which also include multiple houses. Cases where there is only one house are arguably more complicated, given that some texts deal with the division of one house or plots or land into smaller units. Nonetheless, some tendencies can be observed.

### 9.2. Old Assyrian

In Old Assyrian society, the inherited house usually transferred to the widow and thereafter to the eldest son, as can be observed in kt o/k 196c, where the widow is allowed to live in the house in Aššur and the eldest son receives the house in Kaniš, as well as being entitled to the house in Aššur upon the death of the widow.<sup>57</sup> The unpublished kt k/k 3 testament also has the eldest son inheriting a house, with the other children acquiring another house that their father possessed (Hecker 2004, 284 n23). As primary inheritor, the widow Šāt-Adad received the house in the *Thierry* testament (l. 2–4), although she seems to have shared it with her mother (l. 7–8). Her brothers would receive the house and divide it between themselves following her death (l. 38–43). Another example is the agreement TC 2 73 (EL 10)/TC 3 215 (fragment of an envelope), where presumably three Anatolian siblings, known as Labarši, Lamassī and Šuppišamnuman, are mentioned as having divided (*izūzū*) the inheritance.<sup>58</sup> This resulted in Labarši leaving the house and losing any further right or claim on the building (cf. Veenhof 1997, 159). In general, it seems that, in the local Anatolian culture, it was common for siblings to share a single household. This is also attested in kt 89/k 369, where four sons live together in one house, while taking care of their parents, as well as any widow, should one of their brothers die. A similar arrangement occurs in kt 89/k 370.<sup>59</sup>

Aside from the last wills, there are numerous texts confirming that the eldest son, as primary heir, was entitled to the real estate that was not used by a widow. However, it is somewhat problematic in that it is never explicitly stated whether the son who received the house was actually the eldest son, as Old

56. As it seems, the eldest son Agi-šimeia would take two shares. As a result, the testator has, in addition to his adopted son Anani-šarri, adopted the latter's wife and granted her an equal share of the estate, such that, in effect, both sons would inherit equally. We may compare this construction with the Old Assyrian adoption contract AAA 1 8 (EL 7), where two people adopted their daughter-in-law, making her part of the family and an heiress. As indicated by Jensen (1997), similar texts are known from the Old Babylonian period and Nuzi. However, in these so-called "marriage adoption" contracts, money is transferred along with the adoption, leading to the suggestion that adoption was a way to make money from women. In cases involving the so-called *ana kall(āt)ūti* marriage adoption contracts from Nuzi, the adopter makes no money as he presumably marries the girl off to one of his sons; see Fincke (2012).

57. The testament BIN 6 222 also seems to have granted the house to the widow, although the passage is too damaged to be certain here; cf. Veenhof (1997, 141). According to the CH § 171, a widow was allowed to live in the house of her husband after the latter's death, but was not allowed to sell it because she did not possess full ownership.

58. Note that Lamassī is an Assyrian name.

59. Both texts are published in Donbaz (1993).

Assyrian does not seem to use the term *aplum* “eldest son/heir”. For instance, in the witnessed agreement KTK 103 + TC 1 93 (EL 9), Aššur-rabi, son of Aguza, took possession of his father’s house in Kaniš in line with the testament agreed with his siblings. The letter I 705 is another case where the eldest brother states his right to one of the family’s houses (in Kaniš), according to the testament. In the rather interesting division of an inheritance in AKT 8 297 (kt 91/k 389), two brothers, after the death of their father, agree that the presumably eldest brother takes the house in Kaniš along with its furniture (*uṭuptum*). The value of the house is not included in the further division of the inheritance. However, the debts, expenses and further burial costs for the mother are also his responsibility (Veenhof 1997, 141–42). We already discussed the court record kt 01/k 325b, where, possibly in line with Anatolian social rights, the (eldest?) daughter and husband receive the house in Kaniš. In addition, it is mentioned that another small house outside the settlement was owned by the sons (l. 35–36). In TMH 1 22a:40, it is stated that Šumī-abīya, son of Puzur-Aššur, receives the house in Aššur as part of his share in the inheritance (cf. Hertel 2013, 246 n805). Larsen assumed that the house of Aššur-bēl-awātīm in Kaniš was inherited (Larsen 2010, 8). This assumption is strengthened by the passive role of Aššur-bēl-awātīm in AKT 6a, as he had a high-level function in the city of Aššur where he probably lived.<sup>60</sup>

#### 10. Late Old Assyrian and Middle Assyrian

Before we proceed to the Middle Assyrian period, it is worth mentioning here the three late Old Assyrian texts, which were found in the M 9 archive (Ass. 14446), of which the majority of texts date from the period of Erība-Adad I/Aššur-uballiṭ I (14<sup>th</sup> century). These documents were saved by later generations because they concern the sale of small plots of land for the building of houses, which meant they were deemed important in order to prove ownership if so required one day. The first two documents (MAH 15962 and Izmir 1439) deal with a plot of land, which stems from the inheritance from a certain Galzi.<sup>61</sup> Both texts deal with the selling of the land by different parties, with Šamaš-taklāku, son of Urad-Šerūa, acting in both texts as the buyer.

MAH 15692: about 36 m<sup>2</sup>, inheritance share of Apapa, son of Iddin-Aššur; Iddin-Aššur (the eldest son) and Maši-ilāni, sons of Šamaš-mušēli.

Izmir 1439: about 18 m<sup>2</sup> inheritance share of Kube-ēriš, Mār-Šamaš and Urad-Šamaš, sons of Dada; Urad-Šerūa and Madû, sons of Martīya.

If the auctioning parties were selling all of their share in the real estate of Galzi, it is clear that the division was not equal: about 12 m<sup>2</sup> per person in the first text and 3.6 m<sup>2</sup> per person in the second (cf. Veenhof 2011, 219–20). In the related text KAM 10 1, from the same archive, there is only one person in

60. The house, therefore, was used for other purposes. For instance, it is stated that his brother, Iddin-abum, was using the house at the time of his death (AKT 6a 40). In another text, Šu-Kūbum, son of Aššur-bēl-awātīm, is representing his father in Kaniš in relation to the money that Iddin-abum owed him (AKT 6a 46).

61. For an edition of both texts, see Gelb – Sollberger (1957) and Donbaz (2001), respectively. Note that the mention of (empty) ground in Kaniš, in the context of the inheritance, is also mentioned in the Old Assyrian testament kt c/k 1301:26–27: about 360 m<sup>2</sup> of land in Aššur in AKT 8 1:4–5 (kt 91/k 347) and about 108 m<sup>2</sup> of land in Aššur in AKT 8 175.

the selling party who received about 36 m<sup>2</sup> of cleared ground from his inheritance, although it is not stated from which estate.<sup>62</sup>

For the Middle Assyrian period, we have an interesting record (AfO 20, 122) of the division of the real estate in an inheritance into four parts, of which two are combined for the eldest son as per his rights in MAL B (see § 3). We may summarize the shares as follows:

1. Two shares: central building (*qabal bēte*), with a storehouse (*huršu*) beneath the staircase; upper stores and walls are included.
2. One share: a storehouse and stables (*abūsātu*); upper stores and walls are included.
3. One share: the old house with its upper store, courtyard (*tarbāšu*) and stables (*a[būs]ātu*) in front (of the old house).

Note that the walls are mentioned explicitly, as houses in the crowded city of Aššur would share walls with their neighbours, yet were rebuilt many times during the history of the settlement. The inclusion of the walls shows that the owner of the plot had every right to rebuild to suit his own needs. A complete allotment of houses is found in a number of other documents. In the testament TR 2037, the testator grants his daughter Takla-šēmat the house of Aššur-rīmanni, an otherwise unknown individual who is probably not related to the family. The house of the *paterfamilias* must have been given to the eldest son or another son, who, as we discussed above, must have been recorded in separate stipulations. This is not the only case where the house of a “stranger” is mentioned in this context; indeed, we may refer to the division of inheritance in KAJ 10. Details of the settlement are not clear because of the confusing family ties, which are not fully explained. There seem to be two announcements in the texts. Firstly, Parparāyu and his brothers, sons of Amurru-nāšir, divided the estate of their father.<sup>63</sup> Secondly, it is stated that the house of Adad-šar is the inheritance share for Erībtāyu and the sons of Kurbānu. While we are in the unique situation of knowing about the related testament of Amurru-nāšir (KAJ 8), this is not particularly helpful as the relevant lines where the division is stated in detail is too damaged, while the house of Adad-šar does not seem to have been mentioned at all. Possibly, then, both statements in KAJ 10 were unrelated.<sup>64</sup>

### 10.1. Slaves

In the Old Assyrian period, there were basically two known types of slave: debt and chattel.<sup>65</sup> However, ownership of either category could be transferred despite the fact that chattel slaves held the right of redemption. As a result, slaves feature frequently in the division of the estate upon inheritance. For instance, in the letter I 705, which we discuss in more detail (§ 7.4), the eldest son mentions the *subrum*-slaves as being part of his share.<sup>66</sup> His brother, nonetheless, has taken an *amtum*-maid from these slaves,

62. The size of the plots sold in these three texts is very small. In comparison, the father of Elamma (AKT 8) is known to have left behind a house plot of 360 m<sup>2</sup>. See AKT 8 1 (kt 91/k 347) in Veenhof (2012, 179–82, no. 2). For an edition of KAM 10 1, see de Ridder (2013).

63. There are three additional texts that deal with some of the main characters in the division of the estate. Most notable is the contract MARV 1 37, where Amurru-iqīša takes someone into his home; see Postgate (1979, 93–95). Parparāyu (and his brothers) are mentioned in the loan KAM 10 16:1, 5 and the receipt KAM 10 27:6. A reconstructed family tree interpretation can be found in Saporetti (1982, 31).

64. In addition, Middle Assyrian contracts regarding the sale of land mention that the real estate sold was part of the inheritance share of the seller (*zittu*), e.g., KAJ 151:8, KAJ 153:5 etc.

65. For a recent discussion of Old Assyrian slavery, see Larsen (2017) and de Ridder (2017; forthcoming).

66. The noun *subrum* is believed to have been used as a collective noun for slaves; see de Ridder (2017, 50–52).

resulting in conflict. As for the testaments themselves, *Thierry* mentions *subrum*-slaves as being part of multiple estates: the estate of the mother of Adad-bāni, the testator (l. 12); (the value of<sup>67</sup>) previous *subrum*-slaves (l. 20); and the *subrum*-slaves from the inheritance share of Šāt-Adad and her mother (l. 41). Finally, it is mentioned that the value of the price of sale for one maid (*amtum*) from Kaniš would be given to Šāt-Adad (l. 49). The testament kt o/k 196c only states that (the value of) the slaves and maids should be equally divided between the heirs. A similar reference to the division of slaves and maids, according to the testament, is given in the agreement TMH 1 22a:28–32, although the text is unique in its reference to the sexual exploitation of the maids by the heirs. In general, slaves seem to come with the house in which they were working: kt 01/k 2001 mentions that the *gubabtum*-priestess will take one of the three slaves (*ṣuḫārum*) and a maid (*amtum*) from the house, if she chooses to leave it (l 23–30). In none of the previously mentioned attestations do we find the names of the slaves recorded. We may assume that, in the context of the estate, slaves were regarded as assets, rather than individual people. As such, the testament kt c/k 1301 assigns the house in Aššur to the widow and eldest son, which includes slaves and furniture, while adding that nothing is to be taken out.<sup>67</sup>

In the Middle Assyrian period, the division of the estates concerned the allocation of a large number of slaves and servants. For instance, in TR 2037 and MARV 8 47, the first item to be allocated concerns a number of maids; eight names are mentioned in TR 2037 (mothers and daughters), while four maids and a (male) farmer are mentioned in MARV 8 47. As for the terminology, the maid Umzia (MARV 8 47:8) is indicated by the term *umzarḫu*, which is generally used to indicate a home-born/-raised slave or animal (see Deller 1990; Richter 2012, 491b). The mentioning of slaves and servants by their names is a strong break with the Old Assyrian testament. However, the text MARV 1 6 deals with the large number of 999 *šiluḫlu*-people divided between three sons of Šamaš-aḫa-iddina.<sup>68</sup> Of this large number of men, three groups of people are mentioned in relation to the share of the inheritance (*zittu*): 426 for Ištar-erīš, 230 for Qibi-Aššur and 150 for Ubru (Postgate 2013, 21, 39 n107).

## 10.2. Debts and other obligations

One of the main features of the division of any estate is the transfer of obligations of the deceased. In the case of the Assyrian estates, we can clearly divide between the heirs who inherited those obligations and those who did not. None of the women featured in testaments is given any responsibility over the debts or other obligations; this always fell to the male inheritors (see Michel 2002, 31–33). This is explained by the fact that the testaments sought to protect single women (i.e., the widow and any unmarried daughters), meaning that the responsibility came down to the sons.<sup>69</sup> This included the *Thierry* testament where the brothers of the widow and main heir bear responsibility for the debts (l. 50–51). The testament ICK 1 12b briefly states that all sons share in the debts. The same statement is found in the division of the inheritance in AKT 8 297 (kt 91/k 389). Even in a testament such as kt o/k 196c, the debts are implied by the fact that the testator presumes that only the sons divide the credits that are left. TMH 1 22a deals with three sons of Puzur-Aššur, son of Išar-kitti-Aššur, who is said to have divided debit and

67. In the same passage, a name of a slave may actually be given as *ku-ta-a-a* l. 5. Alternatively, this is an unclear nominal form.

68. For a discussion of the Hurrian term *šiluḫlu*, which seems to refer to a class of dependent labourers, see Postgate 2013, 19–20; cf. Richter 2012, 378.

69. As the Middle Assyrian laws show us, women in general possessed a limited and isolated legal responsibility. For instance, in MAL A § 2, it is stated that a woman who speaks blasphemously is prosecuted, yet there is no punishment for other family members. See Westbrook (1991, 124).

credit in accordance with their father's testament (Hertel 2013, 302). In the aforementioned unusual tablet kt 01/k 325b, the son-in-law Ḥamala receives the paternal house, which makes him *ipso facto* the heir. It is also mentioned that he is not responsible for any further debts of his father-in-law Šalim-Aššur (l. 51–54). The only Middle Assyrian testament that has a clause on debts is MARV 8 47, which states that the sons have to share in them equally. This again exempts the widow, similar to the Old Assyrian testaments.

### 10.3. Furniture

The Old Assyrian texts concerning the division of the estates usually refer to the content of the house with the noun *uṭuṭum*, e.g., *Thierry*:11, 40 and kt c/k 1301+:6. In the division of the inheritance AKT 8 297:7–8 (kt 91/k 389), a house and *uṭuṭum* are mentioned as a share of the inheritance. In this context, we should discuss the odd text I 705, which, according to the editors, is a continuation of a letter and therefore lacks the introduction lines. Two unidentified brothers quarrel about part of the inheritance that seems to be close to the “household silver and tableware”; it is summarized as furniture in the letter (*uṭuṭum*). The heir in question claims that the following items are part of his share following the testament of their father: a *qablītum*-container, tables (*paššurū*), forks (*mazlugū*), knives (*šugarriā'ū*), cups (*samālātum*) and skins (*maškū*).<sup>70</sup> It seems that the author of the letter is the primary heir, as he gives the impression that he will come to his house in Kaniš to inspect whether the other items are still there, i.e., he refers to the house of the deceased as his own (inherited) house and that his brother has taken parts of his share that are not his to take.<sup>71</sup> This text is rather typical of documents dealing with the inventory of an estate. There are numerous other passages that contain lists of smaller parts of the inventory of the estate, often with recurring terminology.<sup>72</sup>

In a Middle Assyrian division of real estate (AfO 20, 122), the eldest son receives the part of the house with the *lissikuttu*, which has been suggested as referring to statue(s) of the family god(s) (Weidner 1963, 122). Although references to gods in the context of the inheritance are otherwise rare, a (statue of a) god made of gold is mentioned in the Old Assyrian text kt 01/k 325b:23 as being granted to the *gubabtum*-priestess as part of her inheritance share. In general, we may safely assume that statues of gods simply were considered as part of the furniture and other contents of the house, which is confirmed in the same text. In cases where the priestess would leave because of maltreatment, it was said that she could take the statue with her. However, there are no instructions concerning the gods when she decided to stay in the house; the statue would simply remain in place.<sup>73</sup> Smaller parts of the inheritance, which are referenced in a few texts concerning the testament and may be worth repeating here, include jewellery (*šukuttum*) for the *gubabtum* in kt 01/k 325b:24 and a seal (*kunukkum*) for one of the sons in ICK 1 12b:33 (also in AKT 8 179).

70. The *mazlugum* and *šugarriā'um* were made of copper (or other metal) and therefore valuable; see Dercksen (1996). The fact that *maškū* “skins” are mentioned in this list suggests that, rather than merchandise or raw material, something that was used in the house is being referred to, such as skins being put on the floor.

71. The author mentions two *sūrum*-textiles (cf. Michel – Veenhof 2010, 244–45) and five minas of metal scrap (*hušā'um*) being left to his brother, which were probably his share of the household effects.

72. For example, AKT 8 1 (kt 91/k 347), AKT 8 164 (kt 91/k 421), kt m/k 69:15–27 and kt 89/k 369:22–32.

73. Another reference can be found in kt m/k 69:18 (Hecker 2004), where a personal deity containing one third of a shekel (of gold) is mentioned as part of the inventory of the family estate. As Hecker suggested, this was probably an amulet. Cf. Dercksen (2015, 48).



12. *Continuity and discontinuity*

The Assyrian tradition of writing testaments continues from the Old Assyrian period well into the Middle Assyrian period, while maintaining its basic principles in providing for the widow and consecrated children, as well as dividing other property between the sons. Some apparent changes are not as fundamental as they appear; while the Middle Assyrian sources usually speak of two shares for the eldest son, it is clear that, even in the Old Assyrian period, the eldest son received certain benefits regarding his share by taking care of the widow. In this aspect, the double share is first mentioned in the testament kt c/k 1301. These practices also stand in relation to trends and developments during the Late Bronze Age period, with the double share of the inheritance for the eldest son also attested in places such as Nuzi, Ugarit and Emar, while having all but disappeared in the Neo-Assyrian era. At the same time, the complex situation regarding the division of the inheritance, in relation to the demand from the testator to take care of the surviving wife and (unmarried) daughters, created the necessity of making multiple testaments: a testament for the sons and one or more which provides for the female inheritors (e.g., MARV 8 47). As a Middle Assyrian innovation, texts formulated as testaments may have different functions related to the property of an estate, such as the assignment of a dowry to a daughter (TR 2037). As for the actual property being divided within testaments, it is clear that, in the Old Assyrian period, merchants usually possessed multiple houses: one in Aššur and one or more in Anatolia. These could be divided between one or two surviving widows and sons. It could, therefore, be the case that the widow received the house in Aššur, while a son (kt k/k 3) or secondary wife (kt c/k 1301) received the house in Anatolia. This situation had changed by the time of the Middle Assyrian period, when a family needed only one house in the city, which could be divided into smaller units among the different sons as part of their inheritance (AfO 20, 122). Alternatively, more wealthy families could own a number of other houses, apparently inhabited by others, which could be assigned to family members in a testament (KAJ 10; TR 2037).

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14. Appendix

**Tablette Thierry (Garelli 1966, RA 60, 131–38)**

<p><sup>d</sup>IM-b[a-ni ši-im-ti a-šít-tí-šu] i-šít-ma b[é-tí-šu] ša a-bi-i-[ni] ] ša Ša-at-<sup>d</sup>I[M a-šít-tí] a-ḫu-ša i-š[a(?) ] 5 šu-ma mì-ma tù-x[ ] ta-lá-ak iš-t[é-ni-iš] ú-ša-ba 9 MA.N[A KÛ.BABBAR] ša Da-da-a DUMU [ ] ḫa-bu-lá-ni lu tup-p[u-um] 10 lu KÛ.BABBAR lu sí-pá-ru lu ú-tù-up-tum lu šú-ub-ru-um' qá-tí [š]a wa-ar-kà-at um-mì-ni ik-šu-dí-ni lu sí-pá-ri pá-ni-ú-tim ša a-na-ku e-zi-bu 15 lu sí-pá-ri ša iš-tí A-ni-na áš-ú-mu-ma a-na a-ḫa-ti-a e-zi-bu lu gur<sub>16</sub>-sí-na-ti[m] qá-tí ša a-ḫa-tí tal-ta-q[é-ú] lu šú-ub-ra-am pá-ni-tám 20 lu i-na KÛ.BABBAR ša Da-da-a lu i-na ša um-mì-ni lu i-na gur<sub>16</sub>-sí-na-ti[m] qá-tí i-mì-ma a-nim i-sú-ḫu-pí-im a-ḫu-ša 25 e-ki-mu-šít-ma i-šít-tim 5 MA.NA KÛ.BABBAR a-šít-ib-tim i-na-dí-ú-ma šít-ba-sú šít-tí' ù um-ma-ša e-kà-lá i-mì-m[a] a-[n]i[m š]a e-zi-bu 30 2 qá-tí-in a-wi-lá-tum i-lá-qé-&lt;a&gt; iš-tí-it qá-tám Šu-A-nim i-lá-qé iš-tí-it qá-tám En-um-A-šur i-lá-qé i-na 5 MA.NA KÛ.BABBAR ša a-šít-ib-tim 35 i-na-dí-ú 3 MA.NA KÛ.BABBAR Šu-A-nim i-lá-qé 2 MA.NA KÛ.BABBAR En-um-A-šur i-lá-qé wa-ar-kà-at a-wi-lá-tim É<sup>tum</sup> lu KÛ.BABBAR lu sí-pá-ru lu ú-tù-up-tum 40 lu šú-ub-ru-um ša Šu-A-nim x [x x] ša ma-ḫu-ur-tí É<sup>bé-tí-ti<sup>m</sup></sup> ki-ma] qá-tí-šu En-um-A-šur[r i-lá-qé a-na(?)]</p>	<p>Adad-bāni drew up a will for his wife. [The house] of our father is for Šāt-Adad [my wife]. Her brothers will [...] ] If something [...] ] she will go (and) they will live together.<sup>74</sup> Nine minas of [silver] which Dada'a the son of [...] ] was indebted to me, be it a tablet or silver or bronze or furnishing or slaves – my share of the inheritance of our mother has come to me. Be it earlier bronze, which I left, or bronze that I bought from Anina, and that I left to my sister, or leather bags; my share, which my sister has taken, be it the earlier slaves, or from the silver from Dada'a or from our mother, of from the leather bags; my share, from all this from the stock, her brothers will deprive her and from the rest they will lend out five minas of silver for interest. She and her mother will consume (the interest). From all this that I left behind the women will take two parts, Šu-Anim will take one part (and) Ennum-Aššur will take one part. From the five mina of silver that they will borrow for interest, Šu-Anim will take three minas of silver and Ennum-Aššur will take two minas of silver. The inheritance of the ladies, be it the house, or the furnishing or the slaves, which Šu-Anim x x x Ennum-Aššur [will take it] the value of the house, equal to his</p>
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74. Reading following Veenhof 1994, 140 n151. Following the latter study, the *elītum* may refer to the additional share of an inheritance following the deduction of debts.

<i>a-ḫu-a-tí-šu-nu</i> x [ ]		share. <sup>75</sup> To their sisters [...]
<i>i-du-nu</i> [ ]	45	they will give. [...]
ITI 1.KAM [ ]	u.c.	
<i>ma-du</i> [ ]		
<i>ta</i> x [ ]		
<i>i-du-nu ší-im</i> GÉME <i>ša Kà-ni-iš</i>		they will give. The price of the maid
<i>ša Ša-at</i> - <sup>d</sup> /IM		is of Šāt-Adad
<i>a-ḫu-bu-lim</i> <i>ša ZU-EN a-na tup-pì-a</i>		For the debts to Su'en (and) for my
<i>ša GÁN</i> - <sup>lim</sup>	50	tablets in Anatolia they
<i>ki-lá-lá-šu-nu-ma i-za</i> -[z]u		both are responsible. Their additional
<i>e-li-a-tù-šu-nu</i> <i>ša-lu-tá</i> <sup>l</sup>		shares are freely available. <sup>76</sup>
<i>A-lá-bu-um</i> DUMU <i>Ili<sub>5</sub>-ba-ni I-k[u]-pì-a</i>		Alabum the son of Ili-bāni, Ikuppīa
DUB.SAR <i>ù lá-qé-ep b[e-e]l</i>		the scribe and Lā-qēp are
[š]í- <i>ma-tí-a</i>		the executors of my testament.
<b>Kt c/k 1031+1347</b>		
<i>Šu-Iš<sub>8</sub>-tár ší-im-tí</i> É <sup>tí</sup> - <i>šu</i>		Šu-Ištar drew up a will
<i>i-ší-im-ma</i>		regarding his house.
É <sup>tum</sup> <i>ša a-lim</i> <sup>ki</sup>		The house of the city,
<i>a-ma-tum wa-ar-du</i>		the maids, slaves
<i>ù ku-ta-a-a</i> <i>ša Bu-zu-ta-a-a</i>	5	and Kutāyu belong to Buzutāya;
<i>ù ú-tù-up-tí</i>		also the furniture
É <sup>im</sup> <i>mì-ma ú-la</i>		of the house, nothing has
<i>ú-ší : šu-a-um-ma i-nu-mì</i>		gone out, it is his. When
<i>B[u-zu-ta]-a-a : ni-kà-sí</i>		Buzutāya has given his
<i>a-n[a]</i> [um <sup>l</sup> ]-[mì]- [a <sup>l</sup> ]- <i>ni-šu : i-du-nu</i> 10		accounts to his creditors
KÛ.BABBAR 1 MA.NA [ra <sup>l</sup> ] <i>a-na</i>		he will give to his brothers
<i>a-ḫe-šu : i-da-an-ma a-na</i>		one mina of silver each.
<i>mì-ma šu-um-šu : ú-la</i>		They will not raise claims
<i>i-tù-ru-šu-um Ša-at-i-li</i>		against him. Šāt-ilī
<i>iš-tí Bu-zu-ta-a-a</i>	15	will live
<i>tù-ša</i> -[áb <sup>l</sup> ] <i>šu-ma</i>		with Buzutāya. If they
<i>la i[r-t]a-de<sub>8</sub>-ú</i>		will not have gone to court(?)
3 GÚ [URU]DU <i>a-na</i>	e.	than he will lend out
<i>ší-ib</i> -[tim <sup>l</sup> ] <i>i-da-ma</i>		three talents of copper for interest
<i>ší-ba-sú : ta-kà-al</i>	20 rev.	and she will consume its interest.
<i>a-na ší-ma-at</i>		She will not claim
URUDU <sup>im</sup> <i>ú-lá ta-tá-ḫi</i>		the value of the copper;
<i>i-na ú-ri-im</i>		she will live from (the interest of)
<i>tu-ša-áb wa-ar-kà</i> -[sà <sup>l</sup> ]		the copper. Her inheritance
<i>ša Bu-zu-ta-a-a</i>	25	belongs to Buzutāya;
<i>qá-qú-ru</i> <i>ša Kà-ni-iš</i>		the land in Kaniš
<i>ša Bu-za-ta-a-a Šu-Iš<sub>8</sub>-tár</i>		belongs to Buzutāya. (From) the
KÛ.BABBAR <i>ma-la e-zi-bu</i>		silver of Šu-Ištar, as much as he left,

75. Unlike the CAD M<sub>2</sub> (p. 176a), I presume that the noun *muḫḫurtum* (Assyrian *maḫḫurtum*), as a secondary meaning, refers to the value of the house rather than the geographical description “facing, opposite direction”. This was the original translation in Garelli 1966, 135. The replacement of *ana* with *kīma* at the end of line 42 follows Wilcke 1976, 207 n27. See also Albayrak 2011, 145.

76. See Dercksen 1999, 88 n11; Veenhof 2012, 183.



<i>Bu-zu-ta-a-a</i> 2 <sup>š<sub>i</sub>-ni</sup> -š <sub>u</sub>		Buzutāya will divide (for himself)
<i>i-zu-a-az a-ḥu-š<sub>u</sub></i>	30	two shares. His brothers
<i>qá-sú-nu : iš-tè-tum-ma</i>		their part is one (share).
É <sup>-tum</sup> <i>am-tum</i>		A house, maid and
İR <sup>-dum</sup> <i>ša Zi-mì-iz-ḥu-na</i>		servant belongs to Zimizḥuna,
<i>ša am-tí-a wa-ar-kà-sà</i>		who is my concubine. Her estate
<i>ša Sú-en<sub>6</sub>-na-wi-ir</i>	35	belongs to Suen-nawir,
<i>En-nam-A-šur ù</i>	e.	Ennam-Aššur
<i>A-šur-DU<sub>10</sub></i>		and Aššur-tāb.
<i>IGI Am-ri-a</i>		Witnessed by Amrīa,
<i>IGI E-la-li IGI A-šur-ma-lik</i>	l. e.	Elālī, Aššur-malik
<i>IGI Ši-lu-lu</i>	40	and Šilūlu.
<b>MARV 8 47 (VAT 19873)</b>		
Γ <sup>na4</sup> KIŠIB DINGIR-š <sub>u</sub> -ī <sup>1</sup> -d <sub>i</sub> -š <sub>u</sub>		Seal of Iš <sub>u</sub> -idīš <sub>u</sub>
(EMPTY SPACE)		
<sup>m</sup> DINGIR-š <sub>u</sub> -i-d <sub>i</sub> -š <sub>u</sub>		Iš <sub>u</sub> -idīš <sub>u</sub>
DUMU EN-SUM-MU <sup>meš</sup>		the son of Bēl-nādin-šumē
DUMU A-ḥu-SIG <sub>5</sub>		the son of Aḥu-da'eq
<i>i+na mi-ig-rat ra-me-ni-š<sub>u</sub></i>		by his voluntary agreement drew up
<i>ši-im-ti É-š<sub>u</sub> i-ši-im-ma</i>	5	a will regarding his house.
<sup>f.giš</sup> <i>Tukul-ti-<sup>d</sup> Iš<sub>8</sub>-tár-ša-<sup>uru</sup> Ni-nu-a</i>		Tukultī-Ištar-ša-Ninū'a,
<sup>f.d</sup> <i>Iš<sub>8</sub>-tár-a-lak DUMU.MUNUS-sa</i>		Ištar-alak her daughter,
<sup>f</sup> <i>Um-zi-ia ša KIN um-za-ar-ḥu</i>		Umzia the female worker (slave),
<sup>f.d</sup> <i>Iš<sub>8</sub>-tár-ki-um-me-ia Lu-la-i-tu</i>		Ištar-kī-ummīya the Lulaite woman,
<sup>m</sup> SU-DINGIR <sup>lu.giš</sup> ENGAR <sup>1</sup>	10	Erīb-ilī the farmer,
2 GUD.ÁB MU.4 <sup>meš</sup> SIG <sub>5</sub>		two good cows of 4 years,
50 <i>še-na re-mu</i> Γ <sup>sa<sup>1</sup>-mu-ḥa-tu'</sup>		50 assorted bulls of the flock,
1 ÚTUL ZABAR GIŠ <sup>!?</sup> .ŠE.Γ <sup>?</sup> . <sup>meš</sup>		one bronze bowl for(?) sesame(?)
10 MA.NA <i>a-na</i> [KILÁ]		10 minas in weight,
2 <sup>giš</sup> BAN[ŠUR (?)]	15	two tables,
10 x [...]	e.	ten [...],
1 [...]		one [...],
x [x] <i>si-pár-x</i> [...]		(unclear);
<i>[mi-i]m-ma an-[ni-a</i> <sup>m</sup> DINGIR-š <sub>u</sub> -i-d <sub>i</sub> -š <sub>u</sub> ]	rev.	all this [Iš <sub>u</sub> -idīš <sub>u</sub> ]
<i>a-na</i> <sup>f.Γ<sup>h</sup></sup> [Iš <sub>8</sub> -tá] Γ <sup>r</sup> -mul <sup>1</sup> -[te-pi-šat]	20	has given to Ištar-multēpišat
<i>DAM<sup>-ti</sup>-š<sub>u</sub> DUMU.MUNUS x</i> [...]		his wife, the daughter of [PN]
<i>DUMU Ia-a-ki-ia it-t[i-din]</i>		the son of Iyakīya.
<i>sa-ri-iš<sub>9</sub> i-ra-g[u-um]</i>		(When one) maliciously raises a claim <sup>77</sup>
<i>a-na</i> <sup>f.d</sup> [Iš <sub>8</sub> -tár-mul-te-pi-šat]		against Ištar-multēpišat,
<i>DUMU<sup>me.eš</sup> <sup>m</sup>DINGIR-š<sub>u</sub>-i-d<sub>i</sub>-š<sub>u</sub></i>	25	The sons of Iš <sub>u</sub> -idīš <sub>u</sub> ,
<i>ma-du-tu la e-ši-tu-tu</i>		many, not few, <sup>78</sup>
<i>i+na UGU la i-ma-li-ku</i>		without discussing it through,

77. Despite the fact that the first five signs on this line are well preserved and seem to indicate subject and verbal form, its actual meaning remains uncertain. Streck suggested me to read adverbial *sarriš* 'maliciously'. This makes good sense as *sarru* 'false, criminal' is in fact attested in judicial Middle Assyrian documents, e.g., *lā sarrāku* 'I am not a criminal' KAV 201:7. On the other hand, the reading < iš<sub>9</sub> > is unexpected in a Middle Assyrian administrative document.

78. The adjective (*w*)š<sub>u</sub> occurs here as an Assyrian plural masculine *ēšuttu*, however the spelling is erroneous.

<p><i>i+na</i> DUMU<sup>meš</sup> mDINGIR-<i>šu-i-di-šu</i>  <i>ša de-na</i> ù <i>da-ba-ba</i> ᵀ<i>ub</i><sup>71</sup>-<i>ta</i><sup>7</sup>-<i>e-e-ni</i>  ᵀ6<sup>2</sup> MA.NA<sup>7</sup> GUŠKIN <i>a-na</i> ᵀ<i>Iš</i><sup>7</sup><i>g-t</i><sup>7</sup> <i>ár</i> 30  <i>ša</i> <sup>um</sup><i>Ni-nu-a i-ḫi-a-aṭ</i>  ù ᵀ<i>i+na</i><sup>7</sup> <i>de</i><sup>7</sup>-<i>ni-šu i-da-ša</i>  <i>šúm-ma</i> DUMU<sup>meš</sup> f.d<sup>7</sup> <i>Iš</i><sup>7</sup><i>g-tár-mul-te-pi-šat</i>  <i>it-tab-ši</i><sup>7</sup>-<i>i-ú a-na</i> DUMU-<i>ša</i>  [š]<i>a ḫa-di-ú-tu-ú-ni ta</i><sup>7</sup>-<i>da</i><sup>7</sup>-<i>an</i> 35  [...] x <i>i+na</i> ḪA.LA É <i>a-bi-šu-nu</i>  [<i>qa-t</i>]<i>a mi-it-ḫu-ru</i>  [<i>a-na ḫa-bù</i>]-<i>li ša a-bi-šu-nu</i>  [...] ᵀ<i>x</i><sup>7</sup> [...] <i>a-ḫa-iš e-pu-lu</i>  [<sup>iti</sup><i>A-bu</i>]-ᵀLUGAL<sup>7</sup> <sup>meš</sup> UD.11.KÁM 40  [<i>li-mu</i>]<sup>m</sup> <i>Šu-nu-qar-du</i>  [IGI x]-ᵀ<i>ta</i><sup>7</sup> ᵀ<sup>7</sup>-<i>mar</i> &lt;DUMU<sup>7</sup>&gt; ᵀIM-SIG<sub>5</sub>  [IGI <sup>m.d</sup><i>A-š</i>]<i>ur-MU-SUM</i><sup>na</sup>  / IGI<sup>7</sup> ᵀ30-<sup>u</sup>-<i>TILLA DUB.SAR</i>  [DUMU ᵀ<sup>x</sup>]-<i>MU-le-šir</i>  / DUMU DI.KUD-DINGIR  [IGI ...]-ᵀŠEŠ-SUM<sup>na</sup> 45  DUMU ᵀ<i>Iš</i><sup>7</sup><i>g-tár</i><sup>7</sup>-KAM</p>	<p>from the sons of Iš<sup>7</sup>u-idīšu,  the one who <i>lodges</i><sup>79</sup> a lawsuit or  complaint he will weight out six mina of  gold to Iš<sup>7</sup>tar of Nineveh  and from his <i>case</i><sup>7</sup> is <i>her wage</i><sup>80</sup>  If any sons of Iš<sup>7</sup>tar-multēpišat come into  existence (i.e. are born), she will give to  her son, the one that she favours.  [...] From the share of their fathers'  house, they are equal in [portion].  [To the debt] of their father  [...] they will answer together (i.e. pay).  Month Abu-šarrāni, 11<sup>th</sup> day,  [eponymy] Šunu-qardū.  Witnessed by x-tamar son of Adad-da'eq,  Aššur-šuma-iddina  son of x-šumu-lēšir,  x-aḫa-iddina son of Iš<sup>7</sup>tar-ēriš,  Sîn-uballiṭ, the scribe,  son of Da''ānī-ilī.</p>
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79. In fact, the copy points to the IŠ, which suggest a verbal form from *še'û* 'to seek'. This verb is unusual in Middle Assyrian, only attested in BATSH 18:34. In addition, it goes against the common Middle Assyrian/Babylonian sound change /št/ > /lt/. It is probably best to assume a faulty UB, which allows us to read a perfect from the verb *ba''û* 'to seek', in analogy with a very similar passage found in Franke – Wilhelm 1985 l. 5–6.

80. Streck suggested me to read *dēnīšu*, although the signs show ᵀ*ke*<sup>7</sup>-*ni-šu*. Although the passage remains unclear, the noun *kēnu* is common in sequence *šalmīšu u kēnīšu* (e.g., KAJ 69:10–11) and difficult to explain outside of this context, making *dēnīšu* a more preferable reading.