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Vorwort

Der vorliegende Band der Zeitschrift für Altorientalische und Biblische Rechtsgeschichte erscheint im fünfundzwanzigsten Jahr ihres Bestehens und zum fünfundsiebzigsten Geburtstag ihres Begründers Eckart Otto. Die jährlich erschienenen Bände bieten Beiträge aus allen Bereichen der Altorientalistik, der Alten Geschichte, der Alttestamentlichen Exegese und der Judaistik sowie der Rechtswissenschaft. Der Kreis der Autorinnen und Autoren ist international. Eine Reihe von Beiträgen in diesem Jahr sind zu Ehren des Jubilars der Auseinandersetzung mit Eckart Ottos 2012–2017 erschienen großen Deuteronomium-Kommentar gewidmet. Die Besprechungen der einzelnen Bände im Rezensionsteil von T. Römer, D. Markl, R. Müller und R. Achenbach (S. 291–322) gehen zurück auf Vorträge, die anlässlich des International Meeting der Society of Biblical Literature im August 2018 in Helsinki gehalten wurden, die Aufsätze von D.P. Wright, J.C. Gertz, W.S. Morrow und B. Wells (S. 181–212) bilden den Ertrag der Konferenz der Society in Denver im November 2019. Ad multos annos!

Reinhard Achenbach – Hans Neumann – Guido Pfeifer

Inhaltsverzeichnis

ZSOMBOR J. FÖLDI / SARAH P. SCHLÜTER
DAM.TAB.BA "secondary wife" 1
Hossein Badamchi/Guido Pfeifer
Partnership in Elamite Society: Akkadian Legal Texts from
Susa in Comparative Perspective
POPPY TUSHINGHAM
Uniformity versus regional variation in the legal and scribal
practices of the Neo-Assyrian Empire
ECKART OTTO
Jenseits der Achsenzeit. Das Achsenzeit-Theorem im Ausgang
und mit Blick auf Max Webers Wirtschaftsethik der Weltreligionen
BRUCE WELLS
Reconstructing the History of a Legal Provision
Peter Zeillinger
Auszug in Reale, oder: Repräsentation einer Leerstelle. Zur politischen Bedeutung des biblischen Exodus, der historisch so nicht stattgefunden hat117
YAEL LANDMAN
Herding in Haran: A Note on Jacob's Claim in Genesis 31:39
DAVID P. WRIGHT
The Common Scribal School Culture of Deuteronomy
and the Covenant Code
JAN CHRISTIAN GERTZ
Deuteronomy and the Covenant Code and their Cultural and Historical
Contexts. Hermeneutics of Law and Innerbiblical Exegesis
WILLIAM S. MORROW
The Arrangement of the Original Version of Deuteronomy
According to Eckart Otto

VI Inhaltsverzeichnis
BRUCE WELLS The Purpose of the Covenant and the Deuteronomic Codes and the Insights of Eckart Otto
REINHARD ACHENBACH Überlegungen zur Rekonstruktion des Urdeuteronomiums 2: Die Reform der Rechtsordnung in Deuteronomium 16-19
MARK A. AWABDY The Holiness Contribution to the Hexateuch in Numbers 20–36 and Deuteronomy 32247
REZENSIONSAUFSÄTZE UND REZENSIONEN
ECKART OTTO Schreibt die Vergangenheit die Zukunft? Zu einem "Überschuss- und Überraschungspotential" (Reinhart Koselleck) in den Transformationen von Traditionen in der Bibel259
ECKART OTTO Philosophische und politische Impulse der Antike für die Entstehung moderner Menschenrechte. Zu Oliver Bruns, Antike Grundlagen der Entstehung moderner Menschenrechte (Freiburg/München 2018)269
ECKART OTTO, Auf dem Wege zu einer Religions- und Kulturgeschichte der Mosebilder im frühen Judentum und Christentum
THOMAS RÖMER From De Wette to Otto. Eckart Otto, Deuteronomium 1–11. Erster Teilband, HThK.AT Freiburg u.a. 2012
DOMINIK MARKL The Decalogue and Deuteronomistic Deuteronomy. Eckart Otto, Deuteronomium 1–11. Zweiter Teilband, HThK.AT Freiburg u.a. 2012
REINHARD MÜLLER Eckart Otto's Models of Urdeuteronomium and Deuteronomistic Deuteronomy. Eckart Otto, Deuteronomium 12–34. Erster Teilband, HThK.AT, Freiburg u.a. 2016
REINHARD ACHENBACH Deuteronomy Between Pentateuch and Hexateuch. Eckart Otto, Deuteronomium 12–34. Zweiter Teilband, HThK.AT, Freiburg u.a. 2017313

VANESSA DAVIES, Peace in Ancient Egypt, HES 5, Leiden/Boston 2018 (Stefan Bojowald)	323
CLAUDIA MADERNA-SIEBEN, Königseulogien der frühen Ramessidenzeit: Politische Propaganda im Dienst der Legitimierung einer neuen Dynastie, Heidelberg 2018 (Stefan Bojowald)	324
DANIEL VON RECKLINGHAUSEN, Die Philensis-Dekrete. Untersuchungen über zwei Synodaldekrete aus der Zeit Ptolemaios V. und ihre geschichtliche Bedeutung, ÄA 73, Wiesbaden 2018 (Stefan Bojowald)	327
SHAWN ZELIG ASTER / AVRAHAM FAUST (HG.), The Southern Levant under Assyrian Domination, University Park/Pennsylvania 2018 (Eckart Otto)	329
ERNST AXEL KNAUF, 1 Könige 1–14, Herders Theologischer Kommentar Zum Alten Testament, Freiburg i.B. 2016 (Michael Pietsch)	335
Nebuchadnezzar: History, Archeology, and Memory, HeBAI 7,1, Tübingen 2018 (Ludger Hiepel)	340
Stellenregister	343
Autorenverzeichnis	351

Uniformity versus regional variation in the legal and scribal practices of the Neo-Assyrian Empire¹

Poppy Tushingham (Munich)

The conveyance texts of the Neo-Assyrian Empire, legal documents recording the transfer of real estate or people from one owner to another, have long been recognised as impressively uniform. Well over 1,000 of these texts are known from a total of 19 locations, ranging from modern Israel and Turkey in the West to the Iraqi-Iranian border in the East (see Map 1). Despite this wide geographical distribution, the vast majority of these documents are written on clay tablets of the same rectangular shape and portrait orientation. Similarly, the text of each tablet follows much the same structure and wording regardless of its origin.² Indeed, several modern scholars have been able to produce schematic reconstructions of the typical Neo-Assyrian conveyance document.³ This state of affairs becomes all the more impressive when contrasted with that in Babylonia in the mid-first millennium BC, Assyria's southern neighbour and later the heartland of the Neo-Babylonian Empire, the successor power in the region after Assyria's fall at the end of the seventh century. Even within the confines of central Babylonia itself, the layout and formulation of conveyance contracts vary wildly from archive to archive and scribe to scribe.⁴

The high degree of standardisation in the Neo-Assyrian case is a testament to the effectiveness of the Assyrian imperial machine. However, emphasising the uniformity of these documents runs the risk of obscuring what variations they do have. Indeed, deviations from the standard often have the potential to provide modern readers with important insights about the diverse contexts in which these tablets were written and the purposes that they were intended to serve.⁵ While the sale documents from across the empire demonstrate a clear pull towards uniformity, examination of the corpora from individual sites reveals various regional tendencies. The differences between documents drawn up at each location provide hints as to the ways in which particular localities functioned, both in terms of their

¹ The work presented here has taken shape as a result of my involvement in the Archival Texts of the Middle East in Antiquity project (ATMAE), part of the Munich Open-access Cuneiform Corpus Initiative (MOCCI), for which I am currently preparing a corpus entitled 'Archival Texts of the Assyrian Empire' (ATAE). The project is overseen by Karen Radner, Jamie Novotny and Nathan Morello. The work presented here is adapted from my 2018 master thesis, written at the History Department of LMU Munich and supervised by Karen Radner. I wish to thank Betina Faist, Nathan Morello and Karen Radner for reading the draft manuscript and making valuable suggestions.

² For more on the standard layout and structure of the conveyances, as well as other genres of Neo-Assyrian legal text, see Radner 1995, 66–71.

³ Petschow 1976–1980; Postgate 1976, 12–18; Radner 1997a, esp. 316; Faist 2012a, 210.

⁴ Jursa 2005, 17–37.

⁵ Highlighted in particular in Faist 2012a. See Jursa 2005, 17–37, or an overview of the typology of Neo-Babylonian sale contracts.

legal and scribal practices. The present study thus aims to provide new insights into these two subjects, both of which remain somewhat poorly understood for the Neo-Assyrian period.

Sources

The present study takes as its source material the sale documents from three locations. Neo-Assyrian legal documentation – most likely in order to facilitate standardisation – limited itself to a small set of templates for different transactions: conveyance, loan and receipt.⁶ This highly simplified system meant that it was necessary to be able to adapt one template to record various different forms of legal activity. The judicial texts are a striking example of this, as they did not have their own template and thus legal decisions were generally recorded – if at all – using the receipt template. The conveyance text type, meanwhile, was used to document much more than simple sales of people and real estate.⁷ Other types of transaction that were recorded using this template include adoption, sale into marriage, inheritance and pledge.⁸ This study focuses solely on the documentation of 'sales' proper, defined here as all texts in which the transactions are framed as *Barkäufe*, namely the exchange of a particular object in return for a specified quantity of money.

The sale documents were composed using the Assyrian language and cuneiform script across the empire.⁹ This contrasts with loans, which were often written in the Aramaic language and its alphabetic script. This was particularly common in the Western provinces of the Neo-Assyrian Empire.¹⁰ The standard sale document was also significantly longer and included a wider variety of clauses than the more tersely formulated loans, thus rendering the former more fruitful ground for the present study.

30

⁶ Loans may take two formats, loan and grain docket. For more on the templates, see Radner 1995, 66–71 and 1997a, 20–32.

⁷ In contrast to other Mesopotamian periods and regions, sales of other commodities were not documented with contracts in the Neo-Assyrian Empire (Postgate 1976, 11; Radner 1997a, 21).

⁸ Radner 1997a, 21. 'Pledge' here refers to what Postgate terms as 'restricted conveyances' (Postgate 1976, 32).

⁹ A possible exception from Dūr-Katlimmu in the form of what appears to be an Aramaic adoption document is published in Röllig 2014, 226–232 (BATSH 17 1**, DeZ 21076). Röllig notes that the document seems to contain personal names also attested in the cuneiform sources from that location. This suggests that the same people who participated in the creation of cuneiform conveyances texts considered it necessary to create an Aramaic document in this situation. A possible, albeit speculative, explanation for this is that the document is an adoption rather than a simple sale. No cuneiform adoption texts are currently known from Dūr-Katlimmu.

¹⁰ Radner 2011, 395-398.



Map 1. Neo-Assyrian sale document find locations:

Hisar, Kayseri, 15. Gezer (Tell al-Jazari), 16. Tell Hadid, 17. Marqasi (Kahramanmaraş), 18. Mazamua (Tell Sitak) 19. Gird-i Bazar, near Qalat-6. Tarbīşu (Sherif Han), 7. Gūzāna (Tell Halaf), 8. Vicinity of Mardin (Girnavaz, Şariza and Erzen), 9. Dūr-Katlimmu (Tell Šēlį Hamad), 10. Huzirīna (Sultantepe), 11. Burmarīna (Tell Shiukh Fawqani), 12. Til Barsib (Tell Ahmar), 13. Sam'al (Zinçirli), 14. Eğriköy near Yeçil 1. Aššur (Qaľat Šarqat), 2. Nineveh (Kuyunjīk and Nebi Yunus), 3. Kalhu (Nimrūd), 4. Dūr Šarrukēn (Khorsabad), 5. Imgur-Ellil (Balawat), i-Dinka.

The unidentified site Ma'allanate has also yielded multiple sale documents (published in Homès-Frederique and Garelli 2018). It is likely located somewhere between Tell Halaf and Hassake (Lipinski 2010, 4-8). Borders reflect the extent of the Neo-Assyrian Empire in the reign of Esarhaddon (r. 680–669 BC). The crosshatched area shows the ancient coastline. In order to compare the sale documents of various locations, this study follows the numbering system of Postgate's 1976 scheme of a typical Neo-Assyrian conveyance document:¹¹

NA4.KIŠIB PN_1	Seal Identification (1a)
bēl x tadāni	
	Seal impression (1b)
Х	Object sold (2a)
$uppiš-ma PN_2$	Initiation of transaction (2b)
<i>issu pān</i> PN ₁	Owner (2c)
ina libbi Y	Price (2d)
ilqe	Completion of transaction (2e)
kaspu gammur tadin	Confirmation of transfer (2f)
x zarip laqe	
tuāru dēnu dabābu laššu	Exclusion of litigation (3a)
	Penalties for litigation (3b)
	Other clauses (3c)
	Witnesses (4)
	Date (5)
	Additional notes (6)

The scheme translates as follows: (1a) Seal of PN_1 , the owner of the x being sold. (Section 1b). (2a-e) Sale object $x - PN_2$ has contracted and taken it from PN_1 in exchange for sale price y. (2f) The money is paid in full, x is purchased and acquired. (3a) Any revocation, lawsuit or litigation is void. (Sections 3b-6).

Locations

The present study compares the sale texts found at Aššur and Kalhu, both located in the core region of the empire on the Tigris in modern northern Iraq, and at Dūr-Katlimmu, situated on the eastern bank of the lower course of the river Hābūr in modern Syria (see Map 1, locations 1, 3 and 9). Save for Nineveh, the capital of the empire from the reign of Sennacherib (704–681 BC) until the city's fall in 612 BC, these are the three locations with the largest corpora of this genre.¹² The Nineveh material is not included here as it has been established that 75 sale documents of the corpus are administrative copies of materials drawn up elsewhere and that a number of other texts attributed to the Nineveh corpus are of uncertain provenance.¹³

32

¹¹ Postgate 1976, 12. Note that Postgate's scheme refers specifically to seventh century texts. The earlier Neo-Assyrian sale documents are, however, sufficiently similar to the scheme to render its use relevant here.

¹² For more on the Niniveh material, see Kwasman and Parpola 1991 (SAA 6) and Mattila 2002 (SAA 14).

¹³ For discussion of the copies, see Radner 1997a, 40. For comment on the uncertain provenance of some of the material, see ibid, 11 Kwasman and Parpola 1991, xxxvi and Mattila 2002, xxii–xxiii.

The analysis incorporates evidence from 243 texts from Aššur, 168 from Kalhu and 165 from Dūr-Katlimmu.¹⁴ While these documents are grouped into one corpus per location for the purposes of this study, it is necessary to acknowledge the broad differences between the archival contexts of each location. Kalhu was the capital of the empire from 879–706 BC and a significant proportion of the sale documents that stem from that location date to the latter half of this period. It is thus unsurprising that many of the sale documents of this city were found in official buildings such as the Governor's Palace, Fort Shalmaneser and the North-West Palace.¹⁵ In stark contrast, the sale documents from Aššur can be attributed to the many domestic archives of private individuals that have been unearthed in that city.¹⁶ Many of the sale tablets of Dūr-Katlimmu, although by no means all of them, come from a single archive found at the so-called Red House, that of a certain Šulmu-šarri, 'royal bodyguard' (*ša–qurbūti*),¹⁷ no doubt a member of the local elite.

Chronology

It is similarly important to note that analysis of the Kalhu texts is almost inextricable from the discussion of the earlier Neo-Assyrian sale documents, as only the Kalhu corpus contains a significant number of texts dated to the late ninth and initial half of the eighth century BC.¹⁸ Similarly, a small number of the Dūr-Katlimmu texts were composed after the fall of the Neo-Assyrian Empire, as is clear from their dating to the reign of Nebuchadnezzar II (r. 604–562 BC).¹⁹ From a chronological point of view, the documentation from Aššur is thus to be situated between that of the other two locations, with overlap on both sides. Some of the differences between the documents of Kalhu, Aššur and Dūr-Katlimmu are thus almost certainly to be connected not only with geographical variation, but also with change over time. The factors of chronological distribution and archival context complicate the picture and thus must be incorporated into the analysis.

¹⁴ The corpora are published in the following publications: Aššur: Ahmad 1996 (Al-Rāfidān 17); Contenau 1926 (AO 4507); Deller 1985 (Braunschweig); Deller and Millard 1985 (AfO 32); Donbaz 1998 (SAAB 12); Donbaz 1999 (H.K.1007-5536); Donbaz and Parpola 2001 (StAT 2); Faist 2005 (KAN 3); Faist 2007 (StAT 3); Faist 2010 (KAN 4); Fales 1983 (ZA 73); Fales and Jakob-Rost 1991 (SAAB 5 / NATAPA I); Fales and Jakob-Rost 1995 (SAAB 9 / NATAPA II); Jursa and Radner 1995/6 (SÉ 72); Pedersén 1989 (SAAB 3, Ass 08996b); Peiser 1905 (OLZ 8); Radner 1999a (StAT 1); Radner 2016 (WVDOG 152); Radner 2017 (MS 1948, MS 3189); Ungnad 1907 (VS 1). Kalhu: Ahmad and Postgate 2007 (Edubba 10); Dalley and Postgate 1986 (CTN 3); Fales 1987 (SAAB 1); Postgate 1973 (CTN 2); Postgate 1976 (FNALD). Further sale documents included in this study are catalogued in Parker 1954 (Iraq 16) and Wiseman 1953 (Iraq 15). Note that the Wiseman 1953 documents are due to be published in a forthcoming volume, CTN 6. Dūr-Katlimmu: Radner 2002 (BATSH 6); Radner 2010 (StudCh 1).

¹⁵ The material from these locations is published in Postgate 1973, Dalley and Postgate 1986 and Ahmad and Postgate 2007 respectively. For a study of the relationship between private and public archives at Fort Shalmaneser, see Morello 2013.

¹⁶ See literature in footnote 14, see also Pedersén 1986 for a now somewhat outdated but generally accurate overview of the Neo-Assyrian Aššur archives.

¹⁷ Note that Radner argues that this title is likely honorific (2002, 14).

¹⁸ See Ahmad and Postgate 2007, v-vii; Dalley and Postgate 1984, 10 and 14–15; Postgate 1973, fig. 2.

¹⁹ For discussion, see Radner 2002, 16–19.

1. Seal Identification (1a) and Seal Impression (1b)

(1a) The seal identification section of the sale documents varies significantly between the three locations, both in terms of the identity of the person sealing the document and the description of the seal itself. Postgate's 'typical' Neo-Assyrian sale document bears the seal of the seller, the person giving up their ownership of the sale object in exchange for money.

The Dūr-Katlimmu corpus is the only corpus of the three that conforms to this pattern in all cases: no sale document appears to be sealed by anyone other than the seller.

The Kalhu documents, meanwhile, present a small number of exceptions to this rule. Five early sale documents do not have a seal identification section, and at least two were not sealed at all.²⁰ This contrasts with sale document copies, which are unsealed but do have a seal identification section.²¹ In two other cases, the document is sealed not only by the seller, but by an additional party. In CTN 2 44 a certain Šamaš-iddina, the 'mayor' (hazannu) of a village, seals the obverse of the tablet with a cylinder seal. The seller seals with his fingernail directly below. In Edubba 10 9, the second instance, the tablet is sealed by the seller and by Nergal-nāsir, a man 'from Kalhu'. The former text is a real estate sale, the latter a slave sale. While it seems possible that the mayor Šamaš-iddina was acting in an official capacity,²² such an action is otherwise unparalleled in Neo-Assyrian Kalhu. Similarly, the mention of a link between Nergal-nāsir and the city of Kalhu may suggest that this was part of the reason that he was included in the transaction in this unusual fashion. It is possible that the sealing of these two texts in part preserves the Middle Assyrian practice of including not only the seller's seal impression but also those of the witnesses.²³ All other preserved attestations from Kalhu feature only the seller as the sealer of the tablet. As such, the instances of variation from standard practice are likely indicative of the shift from Middle Assyrian documentation practices to what would become the Neo-Assyrian standard, as opposed to revealing underlying regional difference in contemporary legal or scribal practices.

In contrast, the Aššur documents do present a sustained departure from the sealing conventions as postulated by Postgate's scheme. Sealing practice in Aššur has long been recognised to differ from the rest of the empire.²⁴ While sales of people are sealed by the seller in Aššur without exception, real estate sales are frequently sealed by two parties: on the obverse one or more officials seal the tablet, while the seller seals the left edge of the document.²⁵ These officials typically use a cylinder seal and are identified using their name and

²⁰ CTN 2 4, Edubba 10 1, 3, 19 and 21. CTN 2 4 and Edubba 10 21 are unsealed. Edubba 10 3 and 19 may have been sealed on the top edge, which has since broken off, or may be unsealed. Edubba 10 1 is sealed with fingernail impressions on the top edge.

²¹ As is the case of the unsealed copies from Nineveh (Radner 1997a, 40).

²² Suggested in Postgate 1973, 83.

²³ Fort he Middle Assyrian practice, see Postgate 1997, 160.

²⁴ See Klengel-Brandt and Radner 1997 and Faist and Klengel-Brandt 2010.

²⁵ Attestations of sealing by city officials: by the ša muhhi āli KAN 4 22, 32, 33, 44, SAAB 5 42, SAAB 9 73, StAT 2 104, 114, StAT 3 10, 20, 73; by the hazannu SAAB 5 33, 35, 54, StAT 2 14, StAT 3 77. Sealed by the hazannu/hazannāte, ša muhhi āli and rab ešerte ša tupšarrē StAT 2 244; StAT 3 69; H.K.1007-5536; VAT 21000. Attestations of sealing by palace officials: by the ša muhhi bēti StAT 3, 104. By the rab ekalli ša libbi āli StAT 2 234, KAN 4 62. Sealed by official (professional title unclear): StAT 3 5; WVDOG 152 I.29.

title. The seller, meanwhile, usually seals with a fingernail. The name and role as seller are also noted on the left edge. The high instance of officials sealing real estate sale documents (25 of 58) and the fairly uniform manner of positioning and labelling these sealings indicate that these are not instances of deviation from normal practice on the part of individual scribes. It is clear that those tasked with drawing up these documents must have been trained to adhere to a legal standard that existed locally. The practice itself may well be a legacy of an earlier custom in Aššur, as section B § 6 of the Middle Assyrian laws mandates the involvement of various officials in real estate sales, including the 'mayor' (hazi'ānu).²⁶ Faist and Klengel-Brandt point out that the sealing of real estate sales by officials in Aššur was not mandatory in the Neo-Assyrian period, however, as there are examples of such documents sealed only by the seller.²⁷ Evidently that this sealing practice was available to the involved parties and was perhaps considered especially attractive or encouraged by local authorities under particular circumstances. The high proportion of instances where official sealing corresponds with the use of a *Getreidekursangabe*, a clause that indicates that the sale took place in a year of unusually high grain prices (see 2d),²⁸ may indicate that the practice is linked to times of economic instability.²⁹ Tablets that are only sealed by the seller are sometimes sealed on the left hand side in Aššur, with the seal identification written on the obverse.³⁰ This is probably best explained as influence from the dual sealing system, indicating that those creating the sale documents in Aššur were steeped in the conventions of that city.

As pertains to the descriptions of the seal itself, cylinder and stamp seals are universally referred to with the term 'seal' (*kunukku*). A fingernail may be labelled as either *kunukku* or 'fingernail' (*supru*).³¹ Both terms are attested at each of the three locations. Nevertheless, a higher proportion of the Kalhu sale documents were sealed with the fingernail than at Aššur or Dūr-Katlimmu and thus the latter term is particularly common there. The practice of sealing with the fingernail is associated with earlier Neo-Assyrian legal documents and there is probably a connection here.³²

The Kalhu documents also commonly contain a caveat before the term *supru*, stating that 'instead of his seal he impressed his nail' ($k\bar{u}m kunukk\bar{i}su supursu iskun$: 40 instances). From a legal point of view, one may speculate that this phrase was intended to underline the legal parity of using a seal or a fingernail to seal the document. It was evidently well established in Kalhu, but was not common either in Aššur, where it is attested just once,³³ or in Dūr-Katlimmu, where it is not attested at all. The use of the formula in Kalhu is likely

²⁶ Roth 1997, 177–178. The relationship between the Middle Assyrian Laws and the role played by the Neo-Assyrian *hazannu* is discussed further in Van Buylaere 2010, 234.

²⁷ Faist and Klengel-Brandt 2010, 126.

²⁸ Deller 1964; Müller 2004, 188–189.

²⁹ Faist and Klengel-Brandt 2010, 126.

³⁰ As is the case for SAAB 5 30, StAT 2 117, 118, 256 and 276.

³¹ Mallowan posited the theory that the fingernail impressions on Neo-Assyrian documents were not created with the fingernail itself, but rather with devises made for that purpose (1950, 173). Both Herbordt (1992, 45) and Radner (1997a, 37) have rejected this theory.

³² Radner 1997a, 38–39.

³³ StAT 2 53. Note that the formulation also appears in StAT 2 167. This tablet is, however, too fragmentary to assign a genre.

due in part to the higher rate of fingernail impressions on earlier Neo-Assyrian sale documents.³⁴ It seems likely that as the use of the fingernail became less common, so too the formula became less relevant and generally fell out of frequent use. Nevertheless, the phrase is attested in the Nineveh corpus until as late as 666 BC.³⁵ As many of the known sales from Aššur are dated before this, the formula either seems to have fallen out of use comparatively early there or may simply never been adopted in frequent use in that location. In the case of Dūr-Katlimmu, the complete absence of the formula from the corpus may suggest that the latter interpretation is a better fit.

(1b) The sale documents of each location are sealed variously with cylinder seals, stamp seals and fingernails. In Kalhu, 75 of 119 surviving seal sections use the fingernail. In Aššur and Dūr-Katlimmu, stamp seals are the most common mode of sealing a sale document. When the seller is the primary sealer in the Aššur corpus, it was relatively unusual for them to seal a document with the fingernail. There are only 10 attestations of this. When the seller sealed the edge of a document in a real estate sale, however, it was common to seal with the fingernail. In one case, the municipal officials of Aššur also seal a document using fingernails.³⁶ Use of the fingernail is rare in Dūr-Katlimmu, with only five attestations. As stated above, the higher instance of fingernail impressions in Kalhu is likely due in some part to the earlier date of many of these documents and is thus not to be interpreted as the product of a distinct local convention. This practice is only very rarely attested in the Middle Assyrian documents, and is therefore probably evidence of Middle Babylonian influence.³⁷

2. Object sold (2a); Initiation of transaction (2b); Owner (2c); Price (2d); Completion of transaction (2e); Confirmation of transfer (2f)

(2a) As was customary in the Neo-Assyrian Empire, the documents of each corpus deal with sales of people, real estate or both. One text from Aššur seems to document the sale of a prebend (an agreement guaranteeing an income in exchange for cultic work at a temple).³⁸ Prebends were a central aspect of the Babylonian – but not the Assyrian – priesthood from the second millennium BC onwards and could be sold from one person to another.³⁹ That such a sale document be found at Aššur is so unusual that it probably ought to be treated as an anomaly.

In general the terminology used to describe the sale object is relatively uniform,⁴⁰ indicating a high degree of standardisation in this area.

Sections (2b) and (2c) are also largely uniform.⁴¹ That many elements of the second section – the operative part of the sale document – are similar across the corpora is likely indicative of the practical importance of this portion of the document, where the sale object is

³⁴ Radner observes that this phrase is particularly common in the eighth century texts (1997a, 38).

³⁵ SAA 14 132, note that the eponym is partially broken.

³⁶ H.K.1007-5536.

³⁷ Radner 1997a, 37–38.

³⁸ StAT 2, 106.

³⁹ On the prebend, see Van Driel 2003–2005.

⁴⁰ For details of this terminology see Radner 1997a, 125–173 and 202–209 (for humans) and 249–292 (for land).

⁴¹ Ibid, 316–337.

exchanged for an agreed price by two named parties. While it is unclear whether such information was necessary for state-related activities such as tax collection,⁴² the practical importance of the use of a shared vocabulary as well as a high degree of accuracy in this section is self-evident. That legal documents could be used as evidence in legal altercations, for instance, is well established.⁴³

(2d) Grain price clauses are included in a minority of texts from both Kalhu and Aššur. They are not attested at Dūr-Katlimmu. These clauses were often inserted directly after the price and detail the purchase power of a particular sum of money in the year of the sale by stating how much grain it could buy: 'in a year, when 1 shekel of silver (/1 mina of copper) was worth n *sūtu* of grain'. The clause is included in times of very high food prices due to economic strain.⁴⁴ Its inclusion likely served a legal purpose, perhaps acting as evidence of the conditions under which the sale was made. The grain price clause is attested 19 times in Aššur and just four times in Kalhu.⁴⁵ The concentration of this clause in Aššur, along with the practice of officials sealing real estate sales, perhaps indicates a particular interest in monitoring the transfer of property and, where necessary, adding extra layers of security to these transactions.

(2e) Completion of transaction is generally indicated with the verb 'to take' $(laq\bar{a}'u)$ in the Neo-Assyrian period. Thus the exchange itself is expressed from the viewpoint of the purchasing party (*ex latere emptoris*). The use of this viewpoint is indicative of the purpose of the textual genre. The documents would have been given to the buyer to keep as evidence of that individual's ownership of the sale object. As these texts were intended to provide the buyer with legal protection, it follows that the operative section be written from that party's point of view.

Nevertheless, there are exemplars of sale documents formulated from the viewpoint of the selling party (*ex latere venditoris*) from each of the three locations of this study. With 25 attestations, the clause was far more common at Kalhu than at Aššur or Dūr-Katlimmu. The *ex latere venditoris* clauses found in the Kalhu corpus almost always employ the verb 'to give' (*tadānu*). As the equivalent Middle Assyrian clause in conveyances was written *ex latere venditoris* using the same verb,⁴⁶ it seems very likely that the particularly high rate of attestation of these clauses in the Kalhu is once more due to the earlier composition date of many of its documents. In Aššur, meanwhile, 15 sales are formulated from the point of view of the seller. In contrast to the Kalhu corpus, all but one of these clauses use the verb 'to allot' (*šiāmu*) rather than *tadānu*. None of the Dūr-Katlimmu documents are written exclusively *ex latere venditoris*, although one document presents the sale *ex latere emptoris et venditoris*, from both viewpoints.⁴⁷ The formulation of the clause is particularly unusual in this instance because it is written in the perfect tense, rather than in the archaizing

⁴² This interpretation is suggested in Radner 2011, 397–398.

⁴³ Faist 2011, 260. For this and other practical uses of the sale documents, see also Radner 1997a, 71– 74.

⁴⁴ Müller 2004, 188–189.

⁴⁵ Aššur attestations: Ass. 10805ed, H.K.1007-5536, H.K. 9572, SAAB 5 41, 43, SAAB 9 73, 136, StAT 2 207, 244, StAT 3, 5, 10, 18, 20, 73, VAT 9842, KAN 4 32, 44, WVDOG 152 I.26. Kalhu attestations: CTN 2 15, 16, ND 3421, SAAB 1 2.

⁴⁶ Postgate 1997, 168.

⁴⁷ BATSH 6 36. Compare VAT 09897 and CTN 2 3. On this type of clause, see Radner 1997a.

preterite common in seventh century conveyances:⁴⁸ [sale object] *utappiš isseqe ana* [buyer] *ittidin izzirip*. As in Kalhu, the perspective of the seller is incorporated through the verb *tadānu*.

In scribal terms, therefore, it was possible for those drawing up sale documents in each of the three locations to highlight the viewpoint of the seller when formulating the operative section. In Dūr-Katlimmu, such an action was is attested only once and is composed in an atypical manner, perhaps suggesting that scribes in that location did not routinely learn to compose clauses *ex latere venditoris*. In Aššur and particularly in Kalhu, it appears to have been a more commonly utilised scribal variation. That those drawing up the documents in Aššur tended to use a verb only very rarely attested elsewhere, however, implies that the practice of expressing the clause *ex latere venditoris* was largely separate in this location to the scribal tradition elsewhere. In contrast, the terminology used in Kalhu is typical of the *ex latere venditoris* formulation of the Neo-Assyrian period, as well as of earlier, Middle Assyrian custom. That the verb employed here is more consistent with the wider formulation of the clause could perhaps be a symptom of this location's role as the administrative capital of the empire until 706 BC.

(2f) The statement that 'the sale object is purchased and acquired' uses the verbs $zar\bar{a}pu$ and $laq\bar{a}^{\circ}u$ in their stative forms. In Aššur and Kalhu, these forms are almost always correctly conjugated to agree with the gender and number of the subject. In Dūr-Katlimmu, meanwhile, these verbs are conjugated incorrectly in 31 instances and correctly in only 24 cases.⁴⁹ As Radner points out, the number of times that the plural or feminine forms are written correctly is particularly low, with a mere three attestations each. This likely indicates that the scribes were more familiar with the masculine singular, which may perhaps be viewed as the standard form of the clause, and thus were particularly ill-equipped to adapt the clause to a feminine or plural subject. As there are eight instances of the incorrect conjugate the verbs randomly and hope for the best. Evidently, then, the ability of the scribes in Dūr-Katlimmu to make changes to the formulations that they had learnt was to a certain degree compromised by their relatively poor grasp of Assyrian grammar (they were almost certainly native speakers of Aramaic).⁵⁰

3. Exclusion of litigation (3a), Penalties for litigation (3b), Other Clauses (3c).

(3a) The exclusion of litigation clause is fairly highly standardised across all three corpora. (3b) The 'penalties for litigation' section of the document presents the consequences of making a false legal claim of ownership of the sale object in the future. In stark contrast to the Aššur and Dūr-Katlimmu corpora, the penalty clause is not always included in the Kalhu sale documents.⁵¹ As these documents are all fairly early, it seems likely that this is once again a case of temporal, rather than regional, variation. Postgate has also put forward the theory that it may have been possible to exclude penalties where the two primary parties

⁴⁸ For more on the use of perfect and preterite in these clauses Postgate 1997, see 162–163.

⁴⁹ Radner 2002, 20–21.

⁵⁰ Ibid.

^{51 15} attestations where the penalty clause in not used: CTN 2 2, 4, Edubba 10 1, 2, 3, 4, 6, 7, 10, 12, 13, 15, 19, 21 and 46.

are members of the administration.⁵² Whatever the case, it is interesting that these penalties appear to have become obligatory later in the Neo-Assyrian period and one may speculate that it perhaps indicates a more adversarial mentality around the sales, or possibly influence of Babylonian tradition on the genre (see below).

Section 3b typically begins by listing probable future false litigants. The prime suspect is generally the seller, along with members of his social network, normally his family members and sometimes military or administrative superiors. These introductions are usually fairly uniform. In Aššur, however, they may contain an extra element. In 57 cases, a potential claim that a future litigant may make when trying to get the sale object back illegitimately is quoted. These false statements include, for instance, claims that the sale price has not been paid in full, that the litigant will redeem the sold person, or that the sold item was part of their inheritance (i.e. that others beyond the seller had rights of inheritance over it). It is unclear to what extent these quotations are tailored to the individual circumstances of the seller, but they certainly serve to provide insight into the types of behaviour that the penalty clauses aimed to prevent. That these quotations are not attested in the Kalḫu or Dūr-Katlimmu indicates that it is another localised scribal custom.

In the penalty clauses of each of the three corpora, it is fairly common to include the declaration that the gods Aššur, Šamaš and occasionally additional deities (most commonly Bēl and Nabû) will ensure the future litigant's failure by acting either as opponents in court or as divine judges.⁵³ A further clause is sometimes added, stating that the king's oath will call the offending parties to account.⁵⁴ The use of the god Aššur, the divine embodiment of Assyrian state power, as well as the divinely protected oath aimed at securing the stability of the royal house, sends the strong political message that both the divine and human rulers of the empire are to be associated with justice. It is therefore significant that these clauses are included in all three corpora.

One or more specific punishments were generally listed in the sale documents and these often varied along regional lines.

Return payment

The most common punishment in the clauses is that of return payment. The sum is normally phrased as a multiple of the sale price to be paid to the rightful owner of the sale object. In the Kalhu documents, the fine is always given as tenfold the original cost.⁵⁵ The penalties against litigation are generally understood to be hyperbolic⁵⁶ and such a high fine is probably to be seen in this context.

The Aššur and Dūr-Katlimmu penalty clauses also commonly include a return payment to the buyer. In 84 instances in Aššur, the sale price is to be returned tenfold, while there are three attestations of a threefold return and another three of a return of double the price.⁵⁷

⁵² Postgate 1973, 33.

⁵³ Faist 2012b, 205–206. Note that the choice of deities to be included in this context does not appear to differ particularly along regional lines. See Radner 1997b, 127–128 for attestations.

⁵⁴ See Radner 2002, 19 for list of attestations.

^{55 70} attestations.

⁵⁶ Faist 2012b, 205.

⁵⁷ Threefold: StAT 2 60, StAT 3 16 and ZA 73 10. Double: SAAB 5 22, 30 and StAT 2 113 and 123. In Assur 2 the fine is given as twentyfold.

Evidently it was standard scribal practice in Aššur to frame the punishment as a tenfold fine, although individual attestations indicate that other formulations were possible.

In contrast, in Dūr-Katlimmu 58 of the penalty clauses demand the threefold return of the sale price. A tenfold return is attested in just 14 cases. Apparently, then, it was common scribal practice in Dūr-Katlimmu to threaten a substantially smaller fine than was customary in the core region. While the precise nature and use of legal punishments in the Neo-Assyrian Empire are hard to trace and may themselves have varied along spatial and temporal lines, the fine of three times the value of an object for attempted theft is also attested as a punishment stipulated in judicial documents.⁵⁸ Perhaps, then, one may regard the formulation of this penalty in the Dūr-Katlimmu texts as being more concrete than the equivalent clauses in Aššur or Kalhu. In this instance, it may be that scribal and legal practice in Dūr-Katlimmu align more closely with one another than in the other two locations, where the stipulations concerning the penalties for litigation may have been regarded in a more symbolic fashion.

Payment to the temples

The payment of fines in silver and/or gold to a deity is another common penalty. While several gods may be mentioned in the penalty clauses, only one deity receives fines in gold and silver per document. The deity cited in this context is most commonly local, with Ninurta mentioned most commonly in the Kalhu corpus (38 attestations), the goddess Mullissu in the Aššur corpus (33 attestations) and the god Salmānu in the Dūr-Katlimmu corpus (4 attestations). Other deities mentioned in the Kalhu corpus include Adad of Kurba'il (10), of Gūzāna (2), of Isana (2) and of Sapirutu (1), Ištar of Nineveh (3) and of Arbela (1) and Nergal of Kalhu (1) and possibly of Nineveh (1). The Aššur texts cite the god Aššur (13), Ištar of Nineveh (5) and Arbela (2), Adad of Gūzāna (1) and Adad with no place name mentioned (2), Sîn of Harrān (2), Zababa (2), Enlil (1), Gula (1), Ninurta of Kalhu (1) and ^dGUL.ŠID (1). In Dūr-Katlimmu, Ištar is the only other deity mentioned in connection with a specified location: Nineveh (3). The other deities mentioned in the clause are Adad (3), Mullissu (1), Sîn (1) and Zababa (1).

In Kalhu, therefore, the number of attestations of the most common deity far outweighs that of other gods. The dwelling place of Ninurta is either not given or is stated to be Kalhu, indicating that the fine is linked specifically to the important temple of Ninurta in that city. Similarly, the overwhelming mention of Mullissu and Aššur in the city of Aššur, both of whom are stated to be residents of the temple Ešarra in that city,⁵⁹ highlights a connection with that location. In Dūr-Katlimmu mention of the god Salmānu is somewhat less common, but this can probably be attributed to the relative rarity of the clause, which is only attested 14 times.⁶⁰ Nevertheless, one can probably draw a connection with the Salmānu temple of that city.⁶¹ Thus these clauses refer to the payment of fines to a particular temple,

⁵⁸ As in, for instance, SAAS 5 32. For the calculation of the fine as threefold the value of the stolen property, see Fales 1996, 32 (footnote 64) and Faist 2012b, 209. For more fines from the judicial context, see Jas 1996.

⁵⁹ SAAB 12 Div. 124 specifies that fine is to be paid to Aššur in Ešarra, while in StAT 2 207 the dwelling place of Mullissu is given as Ešarra. For the temple name Ešarra, see George 1993, 145.

⁶⁰ In one instance, BATSH 6 44, the name of the deity is broken.

⁶¹ See Radner 1998 for the relationship between this deity and Dūr-Katlimmu.

most commonly one specific local temple of the city, but sometimes the designated temple of a deity from a city located further afield. It seems likely that in the latter cases, the transactions had some link to that location.

The association of particular temples with this clause, along with the high degree of standardisation that existed across the three corpora in terms of the deities cited and the locations with which they are associated, indicates that the precise temples associated with this clause for different locations were considered to be fixed. This may mean that these temples were indeed involved with legal matters in a practical fashion, rendering them worthy of compensation in the case of abuse of the system. Faist suggests that lawsuits may sometimes have been heard in temples and that oaths relating to legal disputes were sworn there:⁶² perhaps there is a connection to be drawn here.

Donation to the temples

The Kalhu and Aššur corpora also include donations of people and equines to particular deities. Such clauses are absent from the Dūr-Katlimmu corpus, again perhaps indicating that the inclusion of hyperbolic punishments in sale documents was considered less important in that location.

In Aššur these potential donations are fairly uniform. In 29 instances, the offender is also required to dedicate two horses to the god Aššur. The horses are described as white in all but one instance, where they are to be black and white.⁶³ In 26 cases they follow the demand that a fine in gold and silver be paid to Mullissu. Thus it is probable that these Mullissu and Aššur clauses were regarded as complementary. The same is probably also true of the demand to dedicate (literally 'burn')⁶⁴ the offender's eldest son at the *hamru* precinct of Adad, as the 25 instances of this clause occur almost universally alongside the Mullissu and Aššur clauses.⁶⁵ The precinct was located just outside the city of Aššur, on the Tigris.⁶⁶ There are two attestations where the clause also requires the dedicated to Sîn of Harrān.⁶⁷ In one instance the firstborn son is to be dedicated to Sîn and the eldest daughter to be given to the goddess Bēlet-sēri.⁶⁸

The dedications mentioned in the Kalhu texts are somewhat more diverse than those of the Aššur corpus. The donation of equines to the god Aššur is mandated on 19 occasions and to Nergal in 10 instances. While the number of animals to be given in the Aššur corpus are two to Aššur and four to Nergal, the number ranges from one to five in the Kalhu corpus. Four texts from Kalhu mandate the dedication of votaries. The first calls for the dedi-

66 Radner 1997a, 213 (footnote 1163).

⁶² Faist 2011, 257; Faist 2015. An unusual formulation in SAAB 5 22 seems to strengthen this theory, as there it is stated that Aššur and Šamaš will deny the litigant entry to the Aššur temple. For discussion of the involvement of temple functionaries and gods in judging lawsuits, see Radner 2005, 59–61.

⁶³ SAAB 5 59.

⁶⁴ Radner 1997a, 211.

⁶⁵ The only two exceptions are StAT 2 256 and StAT 3 9.

⁶⁷ Nergal: SAAB 5 51 and StAT 2 119. Sîn: StAT 2 53.

⁶⁸ VAT 21000. See discussion of this text in Radner 1997a, 013, 195, 212, 256, 308 and 334.

cation of seven men and seven women to Šāla, consort of Adad.⁶⁹ The second demands that seven men and seven women be given to Adad in Kurba'il and seven male and seven female slaves to Ištar in Arbela.⁷⁰ The third text demands just one male and one female votary for Adad in Kurba'il.⁷¹ The fourth specifies seven males and seven females for the same deity.⁷² The second text also calls for the dedication by the litigant of their eldest son to Sîn and their eldest daughter to Bēlet-[x].⁷³

The similarities between the equine penalties of the Kalhu and Aššur corpora indicate exchange of scribal practices between these locations, be it direct or indirect. Nevertheless, the proportional uses of each clause, the number of equines mentioned and the clauses with which they were used vary between the two corpora significantly. It seems plausible these common elements were incorporated into two distinct sets of scribal conventions that made use of them differently. In Aššur, those drawing up the tablets tended to include donations in a set order, always linking them to the same deities and institutions. In Kalhu, meanwhile, these elements were more variable, perhaps indicating that the scribes writing them had more freedom to alter these details. The scribes in Dūr-Katlimmu appear either not to have made use of such clauses or to have been unaware of their existence.

Payment to the administration

In the Kalhu corpus, a total of 23 penalty clauses demand the dedication of metal to the provincial governor. In two cases it is silver, in one it is silver and gold and in 20 it istin. The quantity of tin may differ: it is usually 1 talent, but this quantity can be increased to two or even 15 talents. The penalty is not attested at Aššur or Dūr-Katlimmu. The inclusion of this clause may imply that the legal protection of the administration had more significance in Kalhu than in the other two locations studied here. Perhaps one may again link this to the city's role as the capital of the empire. Once more, the inclusion of these clauses in Kalhu and not in the other two locations is indicative of the greater range of penalties that appears to have been available to the Kalhu scribes.

Physical penalties

Physical penalties are rare in Neo-Assyrian sale documents, but nevertheless worthy of comment. The Kalhu corpus has seven instances of such penalties,⁷⁴ all of which include the punishment of eating carded wool and drinking a vat of tanner's fluid, while two also include the consumption of cress. One mandates that the unsuccessful claimant set up seven marsh reeds without nodes at the Aššur Gate (presumably of Kalhu). Physical punishments are attested three times in the Aššur texts, with two including the consumption of carded wool, tanner's fluid and cress and one mandating the erection of marsh reeds without nodes.⁷⁵

75 StAT 2, 243, A 45 and VAT 21000.

⁶⁹ CTN 2 15. For more on this deity, see Schwemer 2006–2008, 565–567.

⁷⁰ CTN 2 17.

⁷¹ Edubba 10 33.

⁷² Edubba 10 49.

⁷³ Presumably the goddess Bēlet-sēri (Radner 1997a, 215–216).

⁷⁴ CTN 2 17, 45, Edubba 10 23, 24, 28, 33 and 36. For more on these clauses, see Radner 1997a, 189– 195.

The rarity of physical penalties underlines the ability of some individual scribes at these locations to add lengthy punishment clauses to the sale documents when necessary. While the exact rationale for including such clauses is not entirely clear, it certainly seems that some sales were considered to necessitate the composition of extensive penalties for litigation while others did not. The physical punishment clauses in particular bear close parallel to formulations from the Kassite period,⁷⁶ perhaps hinting again that this section of the sale documents was influenced by Babylonian tradition. It is possible that the inclusion of such clauses in the core region indicates more interest in the continuation of this tradition there than in Dūr-Katlimmu. An alternative explanation is that a simplified version of the penalty section was exported to that location, and that the scribes writing sales documents there were thus entirely unaware of the clause.

(3c) The guarantee clause belongs to the group of formulations that could appear after the penalty clause, these are described by Postgate simply as the 'other clauses'. The guarantee clause is attested only in texts that document sales of people. The clause appears to offer the buyer legal protection against the purchased person suffering sudden afflicitons for a fixed period of time. It also safeguards against unlawful sale for an unlimited period. The specifics of the guarantee vary, often along regional lines.

There are 28 attestations of the guarantee clause from Kalhu. The details of the clause are relatively uniform, with 27 guaranteeing either against 'seizures' (*sibtu*) and 'epilepsy' (*bennu*) for 100 days and against 'fraud' (*sartu*) forever and one simply against *sibtu* for 100 days and *sartu* forever.⁷⁷ These are two of the most widespread and common variants of the clause (Table 1).

63 guarantee clauses are attested from the Aššur corpus. 17 of these guarantee against $s\bar{e}hu$, an illness of uncertain meaning that is only attested in the Aššur clauses. That the term is not synonymous with *sibtu* or *bennu* is apparent, as the ailment requires a guarantee of a different time period 'within months' (*ina berti urhāni*). In one text another illness, *sibīru*, is also included.⁷⁸ Apparently, then, in Aššur the range of ailments that might be guaranteed against was wider than in other locations.

Table 1: Possible Combinations in the Guarantee Clauses (#	follows structure of Radner 1997a: 175). ⁷⁹
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[1]	sibtu – bennu – sartu	102 attestations Aššur, Kalhu, Nineveh,	
			Dūr-Katlimmu,
			Ma'allānāte, Marqasi,
			Gūzāna, Gezer.

⁷⁶ Close parallels to these clauses are attested from the Kassite period, see Radner 1997a, 190. For attestations of the Kassite clause, see also Paulus 2009.

⁷⁷ ND 2327.

⁷⁸ Al-Rāfidān 17 8.

⁷⁹ This table includes 18 new attestations not cited in Radner 1997a: Kalhu. 2 new attestations: Edubba 10 16 [1]; Edubba 10 32 [1]; Aššur. 7 new attestations: StAT 2 125 [1]; StAT 2 266 [1]; StAT 3 4 [4]; SAAB 12 Div. 088 [1]; SAAB 12 Div. 124 [1]; KAN 4 24 [4]; KAN 4 68 [1]; Dūr-Katlimmu. 2 new attestations: BATSH 6 21 [1]; BATSH 6 90 [5]; Ma'allanate. 3 new attestations: ACP 3 [1]; ACP 4 [1]; ACP 4 [1]; ACP 8 [1]. Marqasi. 4 new attestations: Marqasi 1 [1a]; Marqasi 3 [1]; Marqasi 4 [1a]; Marqasi 5 [1a]. Note that Radner places StAT 2 178, a text from Aššur, in category 1. Nevertheless, it is to be ascribed to type 6. See Faist 2012a, 214 (footnote 24) for discussion.

Poppy Tushingham

[1a]	șibtu – sartu	7 attestations	Aššur, Kalhu, Nineveh,
			Marqasi
[1b]	bennu – sartu	2 attestations	Nineveh
[2]	șibtu – bennu – sartu – šēhu	5 attestations	Aššur
[3]	șibtu – bennu – sartu – šēhu – šibīru	1 attestation	Aššur
[4]	šēhu — sartu	11 attestations	Aššur
[5]	sibtu – bennu – sartu – qassibitti	1 attestation	Dūr-Katlimmu
[6]	sartu	1 attestation	Aššur
	Total:	130	

The guarantee clause is only included in two documents from the Dūr-Katlimmu corpus. In one instance, the clause is found in its most common form, guaranteeing against *sibtu*, *bennu* and *sartu*.⁸⁰ In the second instance, the security is here against 'seizures and epilepsy' (*sibtu bennu*) for 100 days and 'fraud and theft' (*sartu qaṣṣibitti*) forever.⁸¹ In a judicial text from Nineveh, guarantors are named against 'fraud, theft and debts' (*sarte qaṣṣibitti habullī*).⁸² Perhaps, then, these legal concepts were connected in a practical way and the scribe in question decided to expand the wording of the guarantee clause based on this legal reality. As no other such attestation from Dūr-Katlimmu survives, it does not provide evidence of the systematic use of such a combination of this variation of the guarantee clause in Dūr-Katlimmu.

4. Witnesses

The term $s\bar{a}bit$ -tuppi, generally translated either as 'holder of the tablet' or 'one who drew up the tablet', appears in witness lists from all three locations.⁸³ The designation survives on 42 tablets from Kalhu, a high proportion considering that it is found at the end of the document, which often tends to be broken. The term is attested less frequently in Aššur, with 14 instances. Witnesses with special functions are relatively uncommon in the Dūr-Katlimmu corpus and the role $s\bar{a}bit$ -tuppi is mentioned only twice.⁸⁴

The meaning of the term is debated. Radner argues that the appearance of both a 'scribe' (*tupšarru*) and a different person, described as a *sābit–tuppi* (literally 'one who seizes the tablet'), in the witness lists of multiple legal documents is evidence that the designations *sābit–tuppi* and 'scribe' are not synonyms. As there is evidence that sale documents were sometimes drawn up prior to the finalisation of the exchange that they documented (both the payment of the sale price and the delivery of the sale object), she suggests that the *sābit–tuppi* was responsible for keeping hold of the tablet until the transaction was complete. She thus suggests the translation '*Tafelverwahrer*'.⁸⁵ In contrast, Postgate puts forward the theory that the term *sābit–tuppi* is to be understood as the particular scribe who

⁸⁰ BATSH 6 21.

⁸¹ BATSH 6 90.

⁸² SAA 14 161.

⁸³ Less commonly also *sābit–danniti / egirti / kanīki* (all designations for clay tablets of various kinds, for discussion of the different uses of these terms, see Radner 1997a, 52–68).

⁸⁴ BATSH 6 128 and 132.

⁸⁵ Radner 1997a, 89–92.

drew up the tablet.⁸⁶ The existence of a special designation with this meaning would serve the purpose of differentiating the scribe who wrote the legal document itself from other scribes who simply acted as witnesses. The disputed nuance of the term has implications for the interpretation of its varied regional use. If one follows the former interpretation then the <u>sābit-tuppi</u> is a legal role with a degree of secondary responsibility relating to the transaction, thus meaning that regional distribution of the title would point to variation in legal practice. According to the latter theory, meanwhile, the term <u>sābit-tuppi</u> is a designation created to facilitate the understanding of the document and therefore variation in its use would fall under the category of divergent scribal practice. Whatever the case may be, the role was clearly more widespread at Kalhu than at Aššur or Dūr-Katlimmu, pointing to diversity between these regions once again.

The Neo-Assyrian sale documents convey the role of 'guarantor' using two different terms: $b\bar{e}l \ q\bar{a}t\bar{a}te$ and urkiu.⁸⁷ It is not clear whether these terms were perfect synonyms or whether they represent different roles. In Kalhu each role appears just once.⁸⁸ In Aššur, the $b\bar{e}l \ q\bar{a}t\bar{a}te$ is attested twice,⁸⁹ while the role of urkiu is attested nine times.⁹⁰ The terms are absent from the known Dūr-Katlimmu sale documents. The lack of such attestations in the Dūr-Katlimmu texts again points to a more frugal scribal treatment of various clauses of the sale documents in that area, possibly also pointing to a simplified legal framework. The relatively high use of the term urkiu in Aššur may suggest that this form of secondary liability was particularly widespread there, or at least that the documentation of this role in sale documents was more common in that location.

5. Date

The day, month and year are typically included after the witness list in the Neo-Assyrian sale documents. While the vast majority of texts from all three corpora conform to this pattern, a minority of Kalhu and Dūr-Katlimmu texts are unusual. Some of the earliest texts of the Kalhu texts do not include the day in the date, only the month and year.⁹¹ Some of the sale documents from Kalhu are entirely undated.⁹² A few texts from Dūr-Katlimmu, meanwhile, were clearly written after the fall of the Neo-Assyrian Empire and are therefore dated according to the regnal year of the Babylonian king Nebuchadnezzar II (r. 604–562 BC).⁹³ In both cases, these anomalies are likely due to the particularly early or late date of the documents rather than their regional provenance. The Dūr-Katlimmu case is interesting, however, as it indicates that the continued use of some Neo-Assyrian scribal practices must have been considered expedient even after the demise of the empire itself.

⁸⁶ Most recently Postgate 2011.

⁸⁷ For discussion of the *bēl qātāte*, see Radner 1997a, 357–367 and 2001, 267–269. On the role of the *urkiu*, see Faist 2012a, 214–216.

⁸⁸ SAAB 1 1 and ND 2082.

⁸⁹ StAT 2 91 and Braunschweig 11289a (published in Deller 1985).

⁹⁰ SAAB 5 44, StAT 2 81, 135, 178, StAT 3 18, 76, 105, WVDOG 152 I20 and II6.

⁹¹ Edubba 10 1, 4, 5 and 7.

⁹² Edubba 10 46, 54 and 55.

⁹³ BATSH 6 37, 38, 39 and 40. On the dates of these and further Babylonian influence see, Brinkman 1993.

6. Additional notes – Aramaic labels

Aramaic annotations are preserved on 61 sale documents from Dūr-Katlimmu. These are typically located on the tablet's edge, but are also found in free space on the obverse or reverse of the tablet. The labels could be scratched into the surface of the clay or written on in ink, and they generally noted key personal names or the sale object.⁹⁴ While Aramaic labels were used on rare occasions in Kalhu and Aššur, with one attestation for each corpus,⁹⁵ their prevalence in Dūr-Katlimmu serves to highlight an important difference between the scribal practices of that location and those of the two more central regions. Aramaic was also widespread in the core region of the Neo-Assyrian Empire during the seventh century,⁹⁶ nevertheless the language was significantly more dominant in the western portion of the empire. The high frequency of Aramaic labels in the Dūr-Katlimmu corpus may also to suggest a lesser degree of familiarity with cuneiform and Assyrian compared to the core region. This may well have had an effect on the way in which the documents themselves, as well as the formulations written on them, were viewed. Perhaps the simplification and exclusion of various sections of the document, as well as the inclusion of Aramaic labels, indicate that the exact contents of some parts of these texts were considered to be less important in Dūr-Katlimmu than was the case in the core region.

Conclusions

To conclude, the close examination of legal texts from various locations reveals subtle but significant deviations from uniformity. Indeed, one can present the sale documents of Kalhu, Aššur and Dūr-Katlimmu in schematic form, distilling them into their 'typical' and most distinctive attributes (Table 2). The ease with which it is possible to create such a scheme indicates that variations between the documents of distinct locations are more than mere instances of diversion from standard practice on the part of a few individuals. Rather, they owe their existence to more sustained differences and trends between the scribal and legal practices of each location. The question remains to what extent these variations are indicative of different structural systems and in which ways they were propagated.

Variation in scribal practice

While the basic template of the sales documents is very uniform, the various regional patterns that they display seem to imply that local scribal practices had a significant impact on the individuals who drew up the sale documents. Scribal training is poorly understood for the Neo-Assyrian period. No schools or large-scale coordination for trainee scribes are attested. The majority of the (very few) scribal exercise tablets known from this period

⁹⁴ Röllig in Radner 2002, 22–23.

⁹⁵ StAT 2, 120 and ND 3420.

⁹⁶ Radner 2011, 392.

come from Aššur and appear to stem from domestic contexts.⁹⁷ While the movement of scribes during training is perfectly possible, the abundance of regional particularities in the sale documents seems to suggest that it was common to train scribes in the location that they would later work. That the individuals writing these documents in Aššur and Kalhu appear to have had a better command of Assyrian than their counterparts in Dūr-Katlimmu may suggest that people from the western portion of the empire worked as scribes there, while the scribes at Aššur and Kalhu were from the core region. One possibility is that those learning to draw up legal documents undertook apprenticeships with other local scribes.⁹⁸ A decentralised system of this nature would contrast sharply with the scribes of Assyrian governors based in the provinces, who were trained in the centre of the empire before being sent to their posts.⁹⁹

It is necessary to note, however, that the comparative uniformity of the material of each corpus does point to significant coordination in the contents of the documents on the local level, while the many points of standardisation across regions suggests significant intervention on this level as well. In the absence of more evidence, it remains unclear exactly how this was achieved and who was responsible for it. In contrast to the Old Babylonian and Neo-Babylonian periods, no model contracts are known from the Neo-Assyrian period,¹⁰⁰ a medium that presumably would have been useful for the purposes of standardisation. Similarly, the matter of the formulation and dissemination of legal templates is not mentioned in the known letters of the royal correspondence. Perhaps one may imagine a two-part process of transmission from the capital to the administration of that particular location and then from the local administration to the scribes active in that area. Given the dearth of available evidence on the subject, such conclusions must remain speculative.

Variation in legal practice

Legal practice, while hard to trace, appears to have varied from location to location. The clearest example of this is Aššur, where the differences in sealing practice between sales of real estate and people are unique in the Neo-Assyrian Empire. In some other cases, independent terminology may point to divergent legal customs. The extension of the guarantee clauses in Aššur to include 'madness' ($s\bar{e}hu$), for instance, suggests that the understanding of these guarantees may have been subtly different in that location than it was elsewhere. The Aššur documents also record other matters that are less commonly mentioned in the texts from the other two locations, such as the role of 'guarantor' (*urkiu*)

⁹⁷ Pedersén 1986 lists Neo-Assyrian school tablets under N2 (30–31), N3 (37 and 39–40), N5 (77 and 79) and N8 (85). See also the overview for mention of N4 and N28 in this context (146).

⁹⁸ For the use of apprenticeships to teach functional and technical literacy (drawing on the Old Babylonian evidence), see Veldhuis 2011, 83 and 85.

⁹⁹ Radner 2011, 393–394.

¹⁰⁰ On the lack of model contracts for the Neo-Assyrian period, see Radner 1997a, 141 and 152. On Old Babylonian model contracts in the context of scribal education, see Veldhuis 2011, 83–85. The ORACC project 'Old Babylonian Model Contracts' (http://oracc.museum.upenn.edu/ obmc/index.html, last accessed on 29.07.2019) provides a comprehensive bibliography. For Neo-Babylonian model contracts, see Gesche 2001, 147 and 809.

or the grain price clause. Conversely, the 'holder of the tablet' (*sābit–tuppi*) does not seem to have been as widespread a concept in Aššur as it was in Kalhu.

In Kalhu, the influence of Middle Assyrian legal practice is evident. The inclusion of a high proportion of clauses *ex latere venditoris* in these documents in conjunction with the tendency to exclude penalty clauses seems to suggest that these earlier texts may place a lesser emphasis on the protection of the rights of the buyer than was the case in the later conveyances. Payments to the governor, as well as payments and donations the temples, could further indicate that the protection of the local administration was considered to be more important in the Kalhu documents than in those found at the other two locations.

In Dūr-Katlimmu, it seems that several clauses of the sales documents played a less important role than in the core region. The preference in that location for the perhaps more realistic return payment of threefold the original price may indicate that the role of the penalty clauses was interpreted differently in that location. Similarly, the exclusion of multiple formulations from these tablets seems to indicate a significant simplification of the sale documents in Dūr-Katlimmu. It seems likely that this is to be linked with its position outseide the core region and also with the native language of the people who wrote and used these documents. As Aramaic speakers, who struggled to adapt stock phrases to the specific situation that they were documenting, there may have been less of a focus on subtle variations in the meanings of particular clauses, or the symbolic value of lengthy penalty sections. As such, it seems justified to suggest that the physical uniformity of the sales documents from these three locations belies variations in their legal significance.

	Kalḫu		Aššur		Dūr-Katlimmu	
	People	Real Estate	People	Real Estate	People	Real Estate
(1a)	Instead of his sea	al he impressed	Seal of (seller's	Seal of (of-	Seal of (seller's	name)
	his fingernail.		name)	ficial's name,		
	Nail of (seller's	name)		job title)		
(1b)	Nail impressions	5	Seal impression	Cylinder seal	Seal impression	
				impression		
(2a)			Objec	t sold		
(2b)	Initiation of transaction					
(2c)	Owner's name					
(2d)			Silver		Sil	ver
			grain price claus	e		
(2e)	<i>ilqe</i> (or <i>iddin</i>) <i>ilqe</i> (or <i>išīm</i>)			ilqe		
(2f)	Stative correct		ctly conjugated		Stative incorre	ctly conjugated
(3a)	Exclusion of litigation					
(3b)			Quotation from l	itigator		
	Deities ensure ju	stice	Deities ensure ju	stice	Deities ensure ju	ustice
	x10 return price		x10 return price		x3 return price	
	Varying amount	s of gold and	1 mina silver 1 n	nina gold to	Varying amount	ts of gold and
	silver to Ninurta		Mullissu		silver to Salmān	u

Table 2: A Scheme for Sale Contracts in the Kalhu, Aššur and Dūr-Katlimmu Corpora.

	1 talent tin to governo	or			
	Varying number of w to Aššur or <i>hurbakka</i> to Nergal		2 white horses to	Aššur	
	Dedication of votaries to Adad of Kurba ² il or Ištar. Dedication of eldest son to Sîn and daugh- ter to Bēlet-ṣēri		Dedication of elo Adad's <i>hamru</i> pi		
	Physical penalties				
(3c)	Guarantee		Guarantee (<i>šēḥu</i>)		
(4)	ṣābit-ṭuppi		urkiu		
(5)			Da	ite	
(6)				Nail of (seller)	Aramaic labels

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