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Ancient History

Ancient History Sourcebook: A Collection of Contracts from Mesopotamia, c. 2300 - 428 BCE

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I. Sales and Purchases

Contract for the Sale of a Slave, Reign of Rim-Sin, c. 2300 B.C.

In this transaction the sellers simply guarantee to make no further claim upon the slave. It dates from about 2300 B.C., and is interesting as an index of the legal development of that far-off time.

Sini-Ishtar has bought a slave, Ea-tappi by name, from Ilu-elatti, and Akhia, his son, and has paid ten shekels of Silver, the price agreed. Ilu-elatti, and Akhia, his son, will not set up a future claim on the slave. In the presence of Ilu-iqisha, son of Likua; in the presence of Ilu-iqisha, son of Immeru; in the presence of Likulubishtum, son of Appa, the scribe, who sealed it with the seal of the witnesses. The tenth of Kisilimu, the year when Rim-Sin, the king, overcame the hostile enemies.

Contract for the Sale of Real Estate, Sumer, c. 2000 B.C.

This is a transaction from the last days of Sumerian history. It exhibits a form of transfer and title which has a flavor of modern business method about it.

Sini-Ishtar, the son of Ilu-eribu, and Apil-Ili, his brother, have bought one third Shar of land with a house constructed, next the house of Sini-Ishtar, and next the house of Minani; one third Shar of arable land next the house of Sini-Ishtar, which fronts on the street; the property of Minani, the son of Migrat-Sin, from Minani, the son of Migrat-Sin. They have paid four and a half shekels of silver, the price agreed. Never shall further claim be made, on account of the house of Minani. By their king

they swore. (The names of fourteen witnesses and a scribe then follow.) Month Tebet, year of the great wall of Karra-Shamash.

Contract for the Sale of a Slave, Eighth year of Nebuchadnezzar II, 597 B.C.

This tablet affords a good example of the sale of a slave. In this case the persons who sell guarantee that the slave will neither become insubordinate, nor prove to be subject to any governmental claims, nor prove to have been emancipated by adoption. The word rendered ◊emancipation◊ means literally ◊adoption,◊ but adoption by a freeman was an early form of

emancipation. This sale is from the reign of the Nebuchadnezzar of Biblical fame, dating from 597 B.C.

SHAMASH-UBALLIT and Ubartum, children of Zakir, the son of Pashi-ummani, of their free-will have delivered Nanakirat and her unsveaned son, their slave, for nineteen shekels of money, for the price agreed, unto Kaçir and Nadin-Marduk, sons of Iqisha-aplu, son of Nur-Sin. Shamash-uballit and Ubartum guarantee against insubordination, the claim of the royal service, and emancipation. Witnesses: Našid-Marduk, son of Nabu-nacir, son of Dabibi; Bel-shum-ishkun, son of Marduk-zir-epish, son of Irani; Nabu-ushallim, son of Bel-akhi-iddin, son of Bel-apal-uçur. In the dwelling of Damqa, their mother. And the scribe, Nur-Ea, son of Ina-Isaggil-ziri, son of Nur-Sin. Babylon, twenty-first of Kisilimu, eighth year of Nebuchadnezzar, King of Babylon.

Contract for the Sale of a Standing Crop, Seventh year of Cyrus, 532 B.C.

This contract belongs to a class intermediate between rental and the sale of land. Instead of either, the standing crop is sold.

From a cultivated field which is situated on the alley of Lišu-Bel, Itti-Marduk-balatu, the son of Nabu-akhi-iddin, the son of Egibi, has made a purchase from Tashmitum-damqat, daughter of Shuzubu, son of Shigua, and Nadin-aplu, the son of Rimut, son of Epish-Ilu. Itti-Marduk-balatu has counted the money, the price of the crop of that field for the seventh year of Cyrus, King of Babylon, king of countries, into the hands of Tashmitum-damqat and Nadin-aplu. (The names of two witnesses and a scribe then follow) Babylon, Ululu thirteenth, the seventh year of Cyrus.

Contract for the Sale of Dates, Thirty-second year of Darius, 490 B.C.

Shibtu, the place of this transaction, was a suburb of Babylon. This shows how women, especially of the lower rank, carried on business for themselves. The father of Aqubatam, as his name, Aradya [omy slaveo] shows, had been a slave.

One talent one qa of dates from the woman Nukaibu daughter of Tabnisha, and the woman Khamaza, daughter of _____, to the woman Aqubatam, daughter of Aradya. In the month Siman they will deliver one talent one qa of dates. Scribe, Shamash-zir-epish, son of Shamash-malku. Shibtu, Adar the sixth, thirty-second year of Darius, King of Babylon and countries.

Contract for the Sale of Wheat, Thirty-fifth year of Darius, 487 B.C.

This tablet is a good illustration of the simple transactions in food-stuffs, of which we have many, and of which one or two additional examples are given below. The farmers usually contracted as in this document the sale of their produce far in advance of the harvest. In this instance the sale was made six months before the grain would be ripe and could be delivered.

Six talents of wheat from Shamash-malku, son of Nabu-napshat-su-ziz, to Shamash-iddin, son of Rimut. In the month Siman, wheat, six talents in full, he will deliver in Shibtu, at the house of Shamash-iddin. Witnesses: Shamash-iddin, son of Nabu-usur-napishti; Abu-nu-emuq, son of Sin-akhi-iddin; Sharru-Bel, son of Sin-iddin; Aban-nimiqu-rukus, son of Malula. Scribe, Aradya, son of Epish-zir. Shibtu, eleventh of Kislimu, thirty-fifth year of Darius king of countries.

II. Rentals

Contract for Rent a House, One Year Term, c. 2000 B.C.

This is the simplest form of rental, and comes from the early Babylonian times.

AKHIBTE has taken the house of Mashqu from Mashqu, the owner, on a lease for one year. He will pay one shekel of silver, the rent of one year. On the fifth of Tammuz he takes possession. (Then follow the names of four witnesses.) Dated the fifth of Tammuz, the year of the wall of Kar-Shamash.

Contract for Rent & Repair of a House, One Year Term, Thirty-fifth year of Darius, 487 B.C.

This contract is most interesting. Iskhuya, apparently a tenant of Shamash-iddin, undertakes to repair the house in which he is living. In addition to the rent for the year he is to receive fifteen shekels in money, in two payments, at the beginning and the completion of the work. The last payment is to be made on the day of Bel, which seems to be identical with the first of Tebet, a week later than the contract was made. In case the repairs were not then completed, Iskhuya was to forfeit four shekels. Such business methods are not, therefore, altogether modern.

In addition to the rent of the house of Shamash-iddin, son of Rimut, for this year, fifteen shekels of money in cash (shall go) to Iskhuya, son of Shaqa-Bel, son of the priest of Agish. Because of the payment he shall repair the weakness (of the house), he shall close up the crack of the wall. He shall pay a part of the money at the beginning, a part of the money at the completion. He shall pay it on the day of Bel, the day of wailing and weeping, In case the house is unfinished by Iskhuya after the

first day of Tebet, Shamash-iddin shall receive four shekels of money in cash into his possession at the hands of Iskhuya. (The names of three witnesses and a scribe then follow.) Dated at Shibtu, the twenty-first of Kislimu, the thirty-fifth year of Darius.

Contract for Lease of Real Estate, 60 Year Term, Thirty-sixth year of Artaxerxes, 428 B.C.

This complicated contract is of unusual interest, since the lease is for so long a period; the rent is paid in advance, and the lessee is in the same instrument guaranteed against all future contingencies.

Bagašmiri, son of Mitradata, spoke of his own free-will to Belshum-iddin, son of Murashu, saying: ○ I will lease my cultivated field and uncultivated land, and the cultivated field and uncultivated land of Rushundati, my father's deceased brother, which is situated on the bank of the canal of Sin, and the bank of the canal Shilikhti, and the dwelling houses in the town of Galiya, on the north, adjoining the field of Nabu-akhi-iddin, son of Ninib-iddin, and adjoining the field of Banani-erish, a citizen of Nippur; on the south, adjoining the field of Minu-Bel-dana, son of Balatu; on the east, the bank of the canal of Sin; on the west, the bank of the canal of Shilikhti, and adjoining the field of Rushundati, the overseer (?) of Artaremu---all to use and to plant for sixty years. The rent of the cultivated field will be twenty talents of dates; and the uncultivated field (I will lease) for planting. ○ Afterward Bel-shum-iddin, son of Murashu, accepted his offer with reference to the cultivated field and the uncultivated field, his part and the part of Rushundati, his uncle, deceased; he shall hold for sixty years the cultivated portion of it for a rental of twenty talents of dates per year, and the uncultivated portion for planting. Each year in the month Tishri, Bel-shum-iddin unto Bagašmiri will give twenty talents of dates for the use of that field. The whole rent of his field for sixty years Bagašmiri, son of Mitradata, has received from the hands of Bel-shum-iddin, son of Murashu. If, in the future, before sixty years are completed, Bagašmiri shall take that field from Bel-shum-iddin, Bagašmiri shall pay one talent of silver to Bel-shum-iddin for the work which he shall have done on it and the orchard which he shall have planted. In case any claim should arise against that field, Bagašmiri shall settle it and pay instead of Bel-shum-iddin. From the month Nisan, of the thirty-seventh year of Artaxerxes, the king, that field, for use and for planting, shall be in the possession of Bel-shum-iddin, son of Murashu, for sixty years. (The names of thirty witnesses and a scribe follow, eleven of whom left the impressions of their seals on the edges of the tablet. L. 34

states that) the print of the thumb-nail of Bagašmiri was placed on the tablet instead of his seal. (L. 37 contains the information that) the tablet was written in the presence of Ekur-belit, daughter of Bel-balatu-ittannu, mother of Bagašmiri. (The date is) Nippur, Tishri second, thirty-sixth year of Artaxerxes.

III. Labor Contracts

Contract for Hire of Laborer, Reign of Shamshu-Iluna, c. 2200 B.C.

This is a contract from the reign of Shamshu-iluna of the Akkadian dynasty, c. 2200 B.C. It is of many of like character.

MAR-SIPPAR has hired for one year Marduk-nasir, son of Alabbana, from Munapirtu, his mother. He will pay as wages for one year two and a half shekels of silver. She has received one half shekel of silver, one se [1/180th of a shekel], out of a year's wages.

Contract for Production of a Coat of Mail, Thirty-Fourth year of Darius, 488 B.C.

This tablet is dated in the thirty-fourth year Darius I (488 B. C.), and was regarded as an important transaction, since it is signed by four witnesses and a scribe.

One coat of mail, insignum of power which will protect, is to be made by the woman Mupagalgagatum, daughter of Qarikhya, for Shamash-iddin, son of Rimut. She will deliver in the month Shebat one coat of mail, which is to be made and which will protect.

Contract of Warranty for Setting of a Gold Ring, Thirty-fifth year of Artaxerxes, 429 B.C.

The transaction needs no comment. The wealthy representative of the house of Murashu obtained from the firm of jewellers which sold him the ring a guarantee that the setting would last for twenty years; if it does not, they are to forfeit ten manas.

Bel-akha-iddin and Bel-shunu, sons of Bel-_____ and Khatin, son of Bazuzu, spoke unto Bel-shum-iddin, son of Murashu, saying: "As to the ring in which an emerald has been set in gold, we guarantee that for twenty years the emerald will not fall from the gold ring. If the emerald falls from the gold ring before the expiration of twenty years, Bel-akha-iddin, Bel-shunu (and) Khatin will pay to Bel-shum-iddin ten manas of silver. (The names of seven witnesses and a scribe are appended. The date is) Nippur, Elul eighth, the thirty-fifth year of Artaxerxes.

IV. Co-Partnerships

Contract for Partners to Borrow Money against Harvest, c. 2000 B.C.

The two farmers who borrow the money on their crop are partners.

SIN-KALAMA-IDI, son of Ulamasha, and Apil-ilu-shu, Son of Khayamdidu, have borrowed from Arad-Sin sixteen shekels of money for the garnering of the harvest. On the festival of Ab they will pay the wheat. (Names of three witnesses and a scribe follow, and the tablet is dated in the year of a certain flood. It is not stated in the reign of what king it was written, but it clearly is from either the dynasty of Ur III or that of Akkad.

Contract for a Partnership, Thirty-sixth year of Nebuchadnezzar II, 568 B.C.

Nabu-akhi-iddin was an investor---a member of the great Egibi family. He contributed four manas of capital to this enterprise, while Bel-shunu, who was to carry on the business, contributed one half mana and seven shekels, whatever property he might have, and his time. His expenses in the conduct of the business up to four shekels may be paid from the common funds.

Two manas of money belonging to Nabu-akhi-iddin, son of Shula, son of Egibi, and one half mana seven shekels of money belonging to Bel-shunu, son of Bel-akhi-iddin, Son of Sin-emuq, they have put into a copartnership with one another. Whatever remains to Bel-shunu in town or country over and above, becomes their common property. Whatever Bel-shunu spends for expenses in excess of four shekels of money shall be considered extravagant. (The contract is witnessed by three men and a scribe, and is dated at) Babylon, first of Ab, in the thirty-sixth year of Nebuchadnezzar.

Contract for a Partnership, Fortieth year of Nebuchadnezzar II, 564 B.C.

From this document we learn that Iddin-Marduk and Nabu-ukin formed a copartnership in the month Tebet, of Nebuchadnezzar's fortieth year. A year from that date each of the partners drew out twenty shekels. In the month Ulul of the next year a number of small amounts were delivered to Iddin-Marduk for various specific purposes, and a larger amount, perhaps in payment of an obligation of the firm, was paid to two other men.

Memorandum of the shares of Iddin-Marduk and Nabu-ukin, from the month Tebet, of the fortieth year of Nebuchadnezzar, King of Babylon, unto the month Markheswan, of the forty-second year. One third mana of money Iddin-Marduk drew on his account in the month Tebet, of the forty-first year. One third mana of money Nabu-ukin drew on his account in the month Tebet, of the forty-

first year. Fifteen shekels of Nabu-ukin's money, coined in shekel pieces, from _____ was given to Iddin-Marduk for the house of Limniya on the fifteenth of Ulul, of the forty-second year; a fourth shekel of coined money, which was for a nutu-skin, given into the same hands. One half shekel of money was given for palipi naskhapu; one third of a shekel of money was given into the same hands for beef; two giri of money was given for meat; one shekel of money was given for Lisi-nuri; two shekels of money, which was for Karia, was given into the same hands. City of _____, Markheswan _____. One mana fifty shekels are counted into the possession of Lishiru and Bunini-epish.

V. Loans and Mortgages

Contract for Loan of Money, Fourteenth year of Nabopolassar, 611 B.C.

This is a mortgage on real estate in security for a loan. The interest was at the rate of eleven and one-third per cent.

ONE mana of money, a sum belonging to Iqisha-Marduk, son of Kalab-Sin, (is loaned) unto Nabu-etir, son of _____, son of _____. Yearly the amount of the mana shall increase its sum by seven shekels of money. His field near the gate of Bel is Iqisha-Marduk's pledge. (This document bears the name of four witnesses, and is dated) at Babylon, Tammuz twenty-seventh, in the fourteenth year of Nabopolassar, (the father of Nebuchadnezzar).

Contract for Loan of Money, Sixth year of Nebuchadnezzar II, 598 B.C.

The rate of interest in this case was thirteen and one-third per cent.

One mana of money, a sum belonging to Dan-Marduk, son of Apla, son of the Dagger-wearer, (is loaned) unto Kudurru, son of Iqisha-apla, son of Egibi. Yearly the amount of the mana shall increase its sum by eight shekels of money. Whatever he has in city or country, as much as it may be, is pledged to Dan-Marduk. (The date is) Babylon, Adar fourth, in Nebuchadnezzar's sixth year.

Contract for Loan of Money, Fifth year of Nabonidus, 550 B.C.

This loan was made Aru third, in the fifth year of Nabonidus. No security was given the creditor, but he received an interest of twenty per cent.

One and a half manas of money belonging to Iddin-Marduk, son of Iqisha-apla, son of Nur-Sin, (is loaned) unto Ben-Hadad-natan, son of Addiya and Bunanit, his wife. Monthly the amount of a mana shall increase its sum by a shekel of money. From the first of the month Siman, of the fifth year of Nabonidus, King of Babylon, they shall pay the sum on the money. The call shall be made for the interest money at the house which belongs to Iba. Monthly shall the sum be paid.

VI. Bankruptcy

Contract for Purchase of Mortgage, Second year of Evil-Merodach, 560 B.C.

It exhibits how in a case of bankruptcy the interests of the creditor were conserved in the sale of the mortgaged property. It also proves that in Babylonian law the value of the estate was not in such cases sacrificed to the creditor, but that the debtor could obtain the equity in his property which actually belonged to him.

Two thirds of a mana of money, a loan from Bel-zir-epish, son of Shapik-zir, son of the smith, to Nabu-apla-iddin, son of Balatu, son of the _____, a loan upon the Gin (of land) which was delivered unto the creditor, and (on) the house of Nabu-apla-iddin, (which) Nergal-sharra-usur, son of Bel-shum-ishkun, has bought for money. One-third mana of money for the payment wherewith the creditor to be paid Marduk-apla-iddin, son of Bel-zir-epish, son of the smith, has received as agent for Nergal-sharra-usur, from Nabu-akhi-iddin, son of Shula, son of Egibi. The receipt for two-thirds manas (which) Bel-zir-epish (loaned) to Nabu-apla-iddin, Marduk-apla-usur, his son gave to Nergal-sharra-usur. Until Marduk-apla-usur unto the scribes of the king shall speak and shall receive the seal of possession, Nabu-akhi-iddin, son of Nabu-shum-iddin, son of Bel-

shuktanu, shall hold the certificate of the receipt of the two thirds manas of money. (This instrument is dated) Babylon, Nisan twenty-sixth, of the second year of Evil-Merodach.

Contract Purchase of Mortgage, First year of Neriglissar, 559 B.C.issar's accession year. The place is Babylon. The scribe who wrote it, Iqisha-apli's son. A mortgage on the house of Nabu-apla-iddin, which a tablet dated in the reign of Evil-Merodach shows was then held by two persons, had been transferred to the hands of Iqisha-apla. It appears from the present transaction that half of the mortgage had been paid off. Apparently the remaining half could not be paid, and the house was sold. The purchaser was in this case the king, Neriglissar, who had but recently ascended the throne. Like many other regal purchasers he was short of funds, and was compelled to borrow the money from the head of the Egibi firm. The king appears to have taken the house for the sum of twenty-six and a quarter shekels, the half of the loan which remained unpaid, and to have compelled the holder of the mortgage to surrender to the banker all further claim to the property. Might made right in this case, and the equity was lost.

Fifty-two and a half shekels of money, belonging to Iqisha-apla, son of Gilua, son of Sin-shadunu (are received) from Nabu-apla-iddin, son of Balatu, son of the _____, upon the price of the house of Nabu-apla-iddin, which he purchased for cash for the palace. The balance remaining, twenty-six and a quarter shekels of money, Iqisha-apla, son of Gilua, son of Sin-shadunu, has received from the

hand of Nabu-akhi-iddin, son of Shula, son of Egibi, and has given the receipt for fifty-two and a half shekels from Nabu-apla-iddin unto Nabu-akhi-iddin.

VII. Power of Attorney

Contract for Power of Attorney, First year of Evil-Merodach, 561 B.C.

It clearly empowers one brother to act in business for another.

ITTI-NABU-BALATU, the son of Shula, the son of Egil acts in place of Bel-kishir, his brother, (who) has not gone into business. With reference to their securities and whatever property belonged to Shula, their father, (which) they have shared with one another, in so far as it belongs to Bel-kishir, it shall go into the business, and whatever profit arises from traffic (literally, the street), however much he may gain in this way, he shall bring all unto and to Bel-kishir deliver. His hand for this he raised. (This document is attested in the usual manner, and dated) Markheswan thirteenth, of Evil-Merodach's first year.

Contract for Power of Attorney, Twelfth year of Artaxerxes, 452 B.C.

This document is dated in the twelfth year of Artaxerxes It appears that the two brothers mentioned in it wished to make provision for a slave of one of them, who was perhaps being cared for at the Temple of Sharru. One man, perhaps their tenant, was empowered to pay to another the rent of a house of theirs; he in turn was to take it to the temple and see that certain men receive it.

Eighteen shekels of money, rent belonging to Arad-Anu-ilu-la-ilu-ipur and Shapi, sons of Arad-belanu, of _____. From the month Tebet, of the twelfth year of Artaxerxes, Bel-akhi-iddin, son of Bel-abu-akhi, shall receive eighteen shekels of money from the empowered attorney, Imsa-sharru-arda, son of Bel-iddin, on behalf of Arad-Anu-ilu-la-ilu-ipur and Shapi. He shall enter in the Temple of Sharru, into the little temple, the shrine, and shall deposit in the treasury the money, and the singer and the scribe shall receive it for the exalted divinity from the hand of Bel-akhi-iddin, son of Bel-abu-akhi, on behalf of Khuru, the slave of Arad-Anu-ilu-la-ilu-ipur, and Sharru-shu, son of Dan-ila.

VIII. Marriage

Contract for Marriage, Reign of Shamsu-ilu-na, c. 2200 B.C.

This marriage took place about 2200 B.C. The bride was a slave, and gained her freedom by marriage, and hence the penalty imposed upon her in case she divorced her husband is greater than that imposed on him in case he divorced her.

RIMUM, son of Shamkhatum, has taken as a wife and spouse Bashtum, the daughter of Belizunu, the priestess (?) of Shamash, daughter of Uzibitum. Her bridal present shall be _____ shekels of money. When she receives it she shall be free. If Bashtum to Rimum, her husband shall say, "You are not my husband," they shall strangle her and cast her into the river. If Rimum to Bashtum, his wife, shall say, "You are not my wife," he shall pay ten shekels of money as her alimony. They swore by Shamash, Marduk, their king Shamshu-ilu-na, and Sippar.

Contract for Marriage, Thirteenth year of Nebuchadnezzar II, 591 B.C.

This contract is dated at Babylon, in the thirteenth year of the Biblical Nebuchadnezzar, and is an example of marriage by purchase---a form of marriage which had practically fallen into disuse at this time.

Dagil-ili, son of Zambubu, spoke to Khamma, daughter of Nergal-iddin, son of Babutu, saying: "Give me Latubashinni your daughter; let her be my wife." Khamma heard, and gave him Latubashinni, her daughter, as a wife; and Dagil-ili, of his own free-will, gave Ana-eli-Bel-amur, a slave, which he had bought for half a mana of money, and half a mana therewith to Khamma instead of Latubashinni, her daughter. On the day that Dagil-ili another wife shall take, Dagil-ili shall give one mana of money unto Latubashinni, and she shall return to her place---her former one. (Done) at the dwelling of Shum-iddin, son of Ishi-etir, son of Sin-damaqu.

Contract of Marriage, Sixth year of Nabonidus, 549 B.C.

This document is dated in the sixth year of Nabonidus, and is a good example of marriage with a dowry.

Nabu-nadin-akhi, son of Bel-akhi-iddin, son of Arad-Nergal, spoke to Shum-ukin, son of Mushallimu, saying, "Give as a wife Ina-Esaggil-banat, your daughter, the virgin, to Uballit-su-Gula, my son." Shum-ukin hearkened to him, and gave Ina-Esaggil-banat, his virgin daughter, to Uballit-su-Gula, his son. He gave to Nabu-nadin-akhi one mana of money, Latubashinni, Ina-sillibiti-nakhat, Tasli-mu, and the outfit for a house with Ina-Esaggil-banat, his daughter, as her dowry. Shum-ukin has given to Nabu-nadin-akhi Nana-kishirat, his slave toward the one mana of money of the dowry, instead of two-thirds of a mana of money, at the full price. Shum-ukin will pay to Nabu-nadin-akhi one-third of a mana of money, the balance of one mana, and he shall receive his dowry completed to one mana in what it lacks.

IX. Divorce

Contract for Divorce, Third year of Nabonidus, 552 B.C.

This document, which bears the date of the third year of Nabonidus, is apparently a legal divorce, in which the wife is granted alimony. The marriage contracts, given above under VIII, make it unnecessary further to illustrate the workings of Babylonian divorce laws. In VIII, 1, the bride was a slave, and at her marriage was given, apparently by her husband, a small sum of money and her freedom. He might, therefore, divorce her by giving her a small alimony of ten shekels; but if she divorces him, she was to be put to death. This contract was not peculiar to the early period of its date, but has parallels in the later period in the case of brides who were slaves. In VIII, 2, the case is different. The husband purchased a free bride; hence, if he divorced her, he must give her an alimony six times as great as that given to the emancipated slave of the previous contract. In VIII, 3, the bride received a dowry, so that no provision for divorce was necessary, since, as the court decisions given below prove, the dowry was always the property of the wife. In case of her divorce the husband lost it, hence this was a check on divorce, while it assured the wife a living in case divorce occurred.

NAŠID-MARDUK, son of Shamash-balatsu-iqbi, will give, of his own free-will, to Ramua, his wife, and Arad-Bunini, his son, per day four qa of food, three qa of drink; per year fifteen manas of goods, one pi sesame, one pi salt, which is at the store-house. Našid-Marduk will not increase it.

In case she flees to Nergal [i.e., she dies], the flight shall not annul it. (Done) at the office of Mushezib-Marduk, priest of Sippar.

X. Adoption

Contract for Adoption, c. 2000 B.C.

This tablet, which dates from before 2000 B.C., needs no explanation. It makes the form and conditions of adoption sufficiently clear.

*ARAD-ISKHARA, son of Ibni-Shamash, has adopted Ibni-Shamash. On the day when Arad-Iskhara to Ibni-Shamash, his father, shall say, *o*You are not my father, *o* he shall bind him with a chain and sell him for money. When Ibni-Shamash to Arad-Iskhara, his son, shall say, *o*You are not my son, *o* he shall depart from house and household goods; but a son shall he remain and inherit with his sons.*

Contract for Adoption, Ninth year of Nabonidus, 544 B.C.

This document illustrates not only the method of adoption, but the way in which that process might be made impossible by the will of an ancestor in cases involving property.

*Bel-kagir, son of Nadinu, son of Sagillai, spoke thus to Nadinu, his father, son of Ziri-ya, son of Sagillai: To Bit-urni you did send me and I took Zunna as my wife and she has not borne me son or daughter. Bel-ukin, son of Zunna, my wife, whom she bore to her former husband, Niqudu, son of Nur-Sin, let me adopt and let him be my son; on a tablet record his sonship, and seal and bequeath to him our revenues and property, as much as there is, and let him be the son taken by our hands. *o* Nadinu was not pleased with the word Bel-kagir, his son, spoke to him. Nadinu had written on a tablet, *o*For the future any other one is not to take their revenues and property, *o* and had bound the hands of Bel-kagir, and had published in the midst, saying: *o*On the day when Nadinu goes to his fate, after him, if a son shall be born from the loins of Bel-kagir, his son shall inherit the revenues and properties of Nadinu, his father; if a son is not born from the loins of Bel-kagir, Bel-kagir shall adopt his brother and fellow heir and shall bequeath his revenues and the properties of Nadinu his father to him. Bel-kagir may not adopt another one, but shall take his brother and fellow-heir unto sonship on account of the revenues and properties which Nadinu has bequeathed. *o* (From this point the tablet is too broken for translation until we reach the witnesses. It was dated) at Babylon in the ninth year of Nabonidus.*

Contract for Adoption, Thirteenth year of Nabonidus, 542 B.C.

We saw above that marriage was a means of emancipation; the tablet last given shows that adoption was a still more common method of accomplishing it. In the case before us, a man who, judging from the generations of his descendants mentioned, must have been very old, emancipated or adopted his slave on condition that the slave should take care of him. The slave thus adopted ran away and fell into the hands of the granddaughter of his former master whereupon that master destroyed the tablet of adoption, and issued another tablet, which bound the fugitive in slavery to his granddaughter and great-granddaughter forever.

Iqisha-apla, son of Kuduru, son of Nur-Sin, had sealed a tablet of adoption for his slave, Rimanni-Bel, whose name he called Rimut, in consideration of his living and clothing. After that the tablet of adoption was sealed. Rammalli-Bel, whose name is called Rimut, went away and did not give companionship, nourishment, and clothing. Esaggil-ramat, daughter of Ziri-ya, son of Nabai, wife of Iddin-Marduk, son of Iqisha-apla, son of Nur-Sin, has taken him, given him shelter and befriended him, and has given him friendship, nourishment, and clothing. Iqisha-apla, son of Kuduru, son of Nur-Sin, of his own free-will broke the tablet of adoption and sealed him and has delivered him to Esaggil-ramat, and Nubtai, his daughter, the daughter of Iddin-Marduk, son of Nur-Sin. He shall serve Esaggil-ramat and Nubtai, her daughter; after Esaggil-ramat, he is given unto Nubtai, her daughter. Whoever shall annul this word and present bond, which Iqisha-apla has bound and given to Esaggil-ramat and Nubtai, his daughter, may Marduk and Sarpanit command his destruction! (This instrument is dated) at Babylon, in the thirteenth year of Nabonidus.

XI. Inheritance

Contract for Division of an Estate, Third year of Cyrus, 535 B.C.

A good example of a will has already been given above. It appears there that wills like that of Nadinu would stand in spite of the wishes of some of the heirs. We may here illustrate the division of estates among the heirs. This instrument was executed at Borsippa in the third year of Cyrus.

TABLET concerning the division into gin of an estate the dowry of Banat-Esaggil, their mother, which Marduk-iddin-akhi, son of Nabu-bel-shinati, son of Nur-Papsukal, divided and of which he gave to Tukultum-Marduk, son of Nabu-bel-shinati, son of Nur-Papsukal, his brother, his portion. Thirty-three and two-thirds cubits, the upper long side on the north, twenty cubits bordering on the street of _____, the side of the house of Ina-qibi-Bel, son of Balatu, son of the Rab-Uru, and the side of the house of Nabu-uballit, son of Kabtiya, son of Nabu-shimi; thirty-three cubits and eight hands, the lower long side on the south, by the side of the house of Marduk-iddin-akhi, son of Nabu-bel-shinati, son of Nur-Papsukal; thirteen cubits eight-hands, the upper short side on the west, bordering on the street Katnu-agu, thirteen cubits eight hands, the lower short side on the east, eight cubits eight hands (being on) an alley which is eight fingers wide, on the side of the streets; Katnu-la-acu; the sum is eight and two thirds gin, the measurement of the estate, the portion of Tukultum-Marduk, together with two gin, the difference _____ which the chief justice, the shukkaltum and the judges have written upon the tablet and have granted to Tukultum-Marduk, son of Nabu-bel-shanati, son of Nur-Papsukal, from Marduk-iddin-akhi, son of Nabu-bel-shanati, his brother. Marduk-iddin-akhi has thus given it to Tukultum-Marduk. An exit, an inalienable privilege which belongs to the share of Tukultum-Marduk, Marduk-iddin-akhi, son of Nabu-bel-shanati, son of Nur-Papsukal, will not remove from Tukultum-Marduk, his brother. Their suit with one another concerning their estate is ended. They will not move against one another on the basis of the suit about the estate. In order that neither may undertake it they have issued duplicate (tablets).

Contract of Inheritance, Second year of Nabonidus, 553 B.C.

This document, dated at Babylon in the second year of Nabonidus, illustrates how some Babylonians disposed of property before death. Gugua was evidently a widow. She divided her estate among her sons, giving to the eldest the largest portion, on condition that during her lifetime he should feed and clothe her. In return she guarantees to alienate none of his inheritance, nor to run him into debt.

Gugua, daughter of Zaqir, son of an Isinian, of her own free-will has sealed one mana of money, which with Nabu-akhi-iddin, son of Shula, son of Egibi, is deposited-one half mana five shekels of money which is loaned to Tabnia, son of Nabu-ushallim, son of Sin-shadanu, for which a house is mortgaged; one-third mana of money, which is loaned to Tashmitu-ramat, daughter of Arad-Bel, son of Egibi; a productive field, situated on the canal of the town Kish; (all) her dowry; and allotted it to Ea-zir-ibni, her eldest son. One and a half manas six shekels of money Gugua has apportioned, in the absence of Ea-zir-ibni, to her younger sons, Nabu-akhi-uballit, Nergal-ishi-etir, Itti-Shamash-balatu, and Zamama-pir-usur. Ea-zir-ibni shall not molest them in consequence of it. One mana of money, which is deposited with Nabu-akhi-iddin; one half mana, which is in the possession of Tabnia, one third mana, which is in the possession of Tashmitu-ramat, Gugua has allotted, together with the cultivated field, to Ea-zir-ibni, her eldest son. As long as Gugua lives, Ea-zir-ibni shall give, from the income of his money, food and a living to Gugua, his mother. Whatever it contains, Gugua shall not out of affection give away, nor make a division in the foregoing. Ea-zir-ibni need fear no creditor.

Source:

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Scanned by: J. S. Arkenberg, Dept. of History, Cal. State Fullerton. Prof. Arkenberg may have modernized the text.

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