

# “Keeping Home and Hearth Together”: A Scribe’s Adaptation of Adoption and Inheritance Division Templates from Old Babylonian Nippur Scribal Schools

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## Abstract

In Old Babylonian Nippur, inheritance divisions and adoptions were distinctive and customary agreements. Sometimes the involved parties obtained the services of a scribe to conceptualise the orally agreed arrangements into a recording. A recording was drafted from a template that was learned during a scribe’s scribal school education. Reading the scribal construction through the lens of OB Nippur’s customary and distinct agreements, a case study from the so-called Ur-Pabilsaĝa Archive seems to mirror a complex agreement. The scribe ingeniously merged and adapted two templates, an inheritance division and *ana aplitim* adoption, in one abridged recording. I have proposed that the case study represented a *sui generis* adoption-inheritance division wherein the adoptive parties reinstated their artificially created family relationship due to their unique arrangements in the redistribution of their initial inheritance awards. Instead of an inheritance division that would have established sole ownership, they agreed that each held a proportionate co-ownership in the awarded properties. For the remainder of their lives, neither one could alienate an award, and either could be the ultimate owner of the adoptive family estate with the demise of the other.

**Keywords:** inheritance; division; adoption; scribal school; Nippur; Old Babylonia

## Introduction

In general, a recording<sup>1</sup> of an Old Babylonian (OB)<sup>2</sup> inheritance division<sup>3</sup> and that of an adoption from OB Nippur<sup>4</sup> each represented a distinct and customary agreement—ranging from the most straightforward to the complex. Usually the parties orally agreed from an array of legal practices characteristic of each type of agreement, time, and city-state. Sometimes the involved parties obtained the services of a scribe (Van Wyk 2013a, 156). The scribe then conceptualised the agreed oral arrangements unto a recording with the assistance of a scribal school template. The template was designed for each type of agreement and learned during the scribe’s scribal school education.

### “Recording” in Preference to “Text”

I have opted to use the term “recording” rather than “text” for OB Nippur was predominately an “oral”/“folk”/“unwritten law society” (*lex non scripta*) that did not consider a recording as a final and binding agreement.<sup>5</sup> This is in contrast to the so-called “written law societies” that are accustomed to think in terms of a text in a “fixed, unchanging form” (Renteln and Dundes 1997, 2). Thus, in OB Nippur a recording was only an abridged version of an agreement through a process of transactions via verbal and non-verbal transmissions/communications (cf. Westbrook 1982, 16).<sup>6</sup>

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1 Cf. Van Wyk (2018, 1–27 and 2019 in press).

2 The following abbreviations are used: OB = Old Babylonia/n; inheritance division = family inheritance division from a deceased estate in Old Babylonia; ANE = ancient Near East/Eastern; LH = Laws/Collection/Code of Hammurabi. All dates referred to in this article occurred before the common era and for ease of reading I do not include the abbreviation B.C.E. Assyrian terms are indicated in italics and Sumerian in bold.

3 The inheritance division occurred in legal traditions and legal systems, irrespective of time, place, and law tradition/custom or system. Different names are assigned to it. For example, in OB sources, the names are partition agreement, partition, allotment, redistribution, division, inheritance division and family division agreement (cf. Claassens 2012/1, 1–2; Van Wyk 2013a, 150–51).

4 During the OB period, Nippur was situated on the Euphrates river and linked with Sippar in the north and Shuruppak in the south (Leick 2001, 141). Leick (2001, 143) refers to Nippur as “a town of academics, a Mesopotamian Oxford or Cambridge,” a city that owns a “reputation as much for intellectual snobbery as for erudition in obscure disciplines.”

5 Cf. the section “The Overlapping Features ...” in support of my hypothesis that the OB legal practices—as part of the unwritten law of OB society—were flexible by nature in adapting to the needs, obligations, and circumstances of the involved parties.

6 Cf. Renteln and Dundes (1997, 2–4); Westbrook (1993).

## Free Rendering of the Case Study

The case study,<sup>7</sup> one of the recordings from the so-called Ur-Pabilsağa<sup>8</sup> Archive,<sup>9</sup> lends itself to ambiguities in scholarly transliterations and interpretations.<sup>10</sup>

My free rendering of the recorded case study, *infra*, is mainly based on Schorr's (1913, 263–64) translation, with some insertions by Poebel (Hilprecht 1909, 21–22), Çig, Kizilyay and Kraus (1952, 19), Kraus (1949, 143–48), and from a recent translation by Goddeeris (2016/1, 86–88). The case study reads:

(Section 1) One-third **sar** (12 m<sup>2</sup>) five **gin** (5 m<sup>2</sup>) of a built house, on the one side adjoining the house of Utu-Enlila; forty **sar** (1440 m<sup>2</sup>) garden in the **igi-nim-na** irrigation district<sup>11</sup>—an upland field (meadow) sloping down into the marsh, the side of the garden adjoining the garden of Ellitum; Alī-aḥūša, the female slave and Adad-rīm-ilī, the male slave; are the awarded inheritance of Narubtum, daughter of Migir-Enlil;

(Section 2) One-third **sar** (12 m<sup>2</sup>) five **gin** (5 m<sup>2</sup>) of a built house, on the one side adjoining the house of Ibqu-Damu, forty **sar** (1440 m<sup>2</sup>) of garden in the **igi-nim-ma** district, an upland field (meadow) which slopes down into the marsh, the side of the garden adjoining Ibqu'atum; one and one-half **iku** (1800 m<sup>2</sup>) of a field in the **uza** irrigation district, as the compensation and given in exchange for the male slave, Adad-rīm-ilī (to Narubtum); (then also) the slave girl Dumqi-Ištar, the male slave Tarībum; are the awarded inheritance of Ur-Pabilsağa, son of Ubārum.

(Section 3) One third of the total estate (all of the possessions)<sup>12</sup> of Narāmtum, mother of Migir-Enlil; Narubtum, daughter of Migir-Enlil and Ur-Pabilsağa, who has been

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7 Duplicates are categorised under museum and/or collection numbers HS 2074, BE 6/2 23, Ni 1917, and HS 2132 joined to ARN 76. Hereafter the recording is referred to in context as the “case study” or “recorded case study.”

8 Stone (1991) and Kraus (1949) considered Ur-Pabilsağa as the proponent in the archive, and Stone (1991) named the archive as such. Cf. Goddeeris's (2016/1, 356) view that it was the matriarch Narāmtum that “organized the flow of the assets” in the transactions of the interconnected families.

9 Cf. Van Wyk (2018, 1–27). The so-called “Ur-Pabilsağa Archive” is hereafter referred as the “Archive.” See section “The Case Study Explained.”

10 Kraus (1949, 144), Kohler and Ungnad (1910, 8), Poebel (Hilprecht 1909, 21–22), Schorr (1913, 263–264), Stone (1991, 11, 17), Van de Mieroop (1991–1993, 127–28); Obermark (1992, 64) and Goddeeris (2016, 86–89, esp. 362) held divergent interpretations of especially the adoption phrase. See the outline of the viewpoints discussed under the section “Scholars’ Viewpoints.”

11 This was one of the irrigation districts situated in Nippur; see Goddeeris (2016/1, 77 iv 6).

12 Goddeeris's (2016/1, 86) translation of the phrase reads “all of the possessions ...,” while Poebel's (1909, 21) refers to “a third of the fortune (or object of)/one third **nam**.” The translation by Kraus (1949) under museum number Ni 1917 (p. 19) also suggests as a possible translation “one third (?) of Narāmtum's estate.” Kohler and Ungnad (1910, 8) translated the phrase as possibly “Den Drittelanteil (?) der Narāmtum...”

adopted as heir after the death of her husband, among themselves they cast the division into equal parts.

In the future, neither party shall have the power to revoke this agreement. By the name of the king, they both have sworn.

Witnesses: Before Nabi-Šamaš, son of Imgū'a;<sup>13</sup> Lu-Ninurta, son of Lugal-azida; Ubājatun, son of Daqqum; Lugal-ezen, son of Nanna-adaḥ; Ilī-ma son of Ir-Nanna; Sin-šamuḥ, son of Enki-anirḡal; Ipqatum, his brother; Ṭāb-wašabšu, messenger (soldier) of the king; Ur-kingala, the scribe; Awīlīja, the seal cutter.

Followed by a year formula<sup>14</sup> and seal impressions by Narubtum, daughter of Migir-Enlil, and Ur-Pabilsaḡa, son of Ubārum.

## Possible Templates Applied: The *ana aplutum* Adoption and Inheritance Division Template

During the drafting of the case-study the scribe could have chosen from an array of adoption templates depending on the type of adoption.<sup>15</sup> However, there was only one inheritance division template available that allowed for minor deviations depending on the involved parties' choice of legal practices.<sup>16</sup> On face value, the elements of a distinct type of adoption, the *ana aplutum* adoption<sup>17</sup> (or quasi<sup>18</sup> division), and elements of an inheritance division are present in the recording, necessitating the comparison of their main points with one another.<sup>19</sup>

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13 Nabi-Šamaš, who represented the Imgū'a family, was a senior biological family member of Narubtum (her uncle) from her mother side by means of adoptions and marriages. Cf. discussion in the section "Circumstances and Practical Implications."

14 It reads "Year 21. Ṭebētum, in the year when King Samsu-iluna built the canal of Samsu-iluna which brings abundance." Ṭebētum was the tenth month and formed part of the Nippur Sumerian calendar (Cohen 1983, 335–37).

15 Cf. Obermark (1992, 18–20, 30, 39ff.); Claassens (2012/1, 93 n 104, 378); Veldhuis (1996, 24).

16 Cf. Claassens-van Wyk (2013, 57, 72–77); Veldhuis (1996, 24).

17 Obermark (1992) and Stone (1991) included in their discussions various types of OB adoptions, of which the *ana aplutum* adoption was part.

18 Van Wyk (2013a, 155) refers to it as a "quasi division" because it is neither an inheritance division nor an adoption. Only for the purposes of this article am I referring to *ana aplutum* adoption for ease of distinguishing it from an inheritance division.

19 There are different types of divisions, such as (1) inheritance division; (2) adoption in a division containing the *ana aplutum* clause; (3) living estate owner's division between his/her future heirs; and (4) dissolution of a partnership. The inheritance division shared with the other types the aim of dividing communally-shared property by freeing it from the limitations of co-ownership (Van Wyk 2013a, 155–58); however, the types have different mechanisms and results in place.

The superficial classification of the so-called *ana aplutim* adoption<sup>20</sup> contains the requisites of the division of the adopter's estate together with the appointment of a future heir who in return shall provide his/her adoptive parent/s with a lifetime of support (Van Wyk 2013a, 155; Obermark 1992, 40, 58; Stone 1991, 21–22). Usually a sanction clause contained some type of penalty in case the adopter and/or adoptee failed to adhere to the agreed arrangements (Van Wyk 2019). Sometimes as with an inheritance division, the recording contained a casting of lots clause (Van Wyk 2013a, 156–58).

The main differences between the two types—the *ana aplutim* adoption and inheritance division—lie in the involvement of the estate owner and his/her family with other parties, the presence of an adoption clause, at what stage the division of the estate would have taken place as well as the ultimate purpose for such an agreement (Van Wyk 2013a, 156–58). The main differences especially necessitated the use of distinct recorded templates, because of the different ultimate purposes. A summary of the main differences is as follows:

- In an *ana aplutim* adoption, the estate owner was alive at the time of the division of his/her estate, and played a central—in most instances, a decisive role—in the negotiations, whereas, in an inheritance division, only with the death of the estate owner did his/her heirs inherit. At any stage thereafter, the co-heirs could divide the inheritance into different awards.
- In an *ana aplutim* adoption, the estate owner adopted a third party. The parties involved were the living estate owner and the future natural and adopted heirs, whereas in an inheritance division the involved parties were the family members, biological and/or adopted, who shared as heirs their inheritance from the deceased family member's estate.
- In an *ana aplutim* adoption and other types/classes of adoptions, an adoption clause is customary,<sup>21</sup> while an adoption clause is absent in an inheritance division.
- Both the *ana aplutim* adoption and the inheritance division provided for change of co-ownership in the inheritance to sole ownership through the mechanisms of a sale and/or exchange and/or donation; however, this is the division's ultimate purpose (Van Wyk 2013a, 156) whilst the ultimate purpose of the *ana aplutim* adoption lies

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20 The *ana aplutim* clause usually states that the adopter “has established (the adoptee) as his/her heir” (cf. Obermark 1992, 40, 58). For example, an OB recording containing all its elements reads as follows: “Damiq-ilišu son of Iddinya has adopted Ilum-gamil the eldest brother, Mar-ešetim his brother, and Ilšu-bani his brother as his heirs. They will divide equally, by casting lots, the house, field, (and) orchard – all that there is of the property of Damiq-ilišu. If Damiq-ilišu says to Ilum-gamil, Mar-ešetim, and Ilšu-bani his sons, ‘You are not my sons’, he will forfeit the property of his father [...]. If Ilum-gamil, Mar-ešetim, and Ilšu-bani say to Damiq-ilišu [their father], ‘You are not my father’, [they will pay] one half *mina* of silver. In mutual agreement they have sworn in the name of the king Nippur” (Stone 1991, 21, cf. 40–41). Cf. Van Wyk (2013a, 158).

21 Therefore, I use the typology of the general OB adoption in gleaned interpretations from the adoption phrase in the case study.

with the creation of artificial family ties and the provision for reciprocal general support.

### **Three Custom-made OB Nippur Legal Practices**

The recorded case study reveals at least three custom-made OB Nippur legal practices that in general deviate from the distinct inheritance division and *ana aplitim* adoption templates and OB Nippur legal practices. First, regarding an OB Nippur inheritance division, both the parental and great-maternal estates were involved. Secondly, instead of a male family member who was usually the contractual party in an OB Nippur inheritance division, a female family member partook directly in the inheritance division. Thirdly, the parties involved, agreed to the inclusion of a custom-made adoption phrase; however, it does not reflect an adoption in the real sense. Thus, it seems that the scribe encountered some challenges in choosing the type of template for notarising a summarised version of the oral arrangements in one recording.

### **Research Questions**

I propose that the recorded case study was not a representation of a straightforward inheritance division with an *ana aplitim* adoption clause. It seems that the scribe considered the chosen templates as best suited to conceptualise the oral arrangements into an abridged recording. From the free rendering gleaned from the provisions in the case study, taking into consideration the recording's placement with other recordings in the Archive as well as the trained scribe's involvement, the following questions arise. What were the circumstances of the involved parties that necessitated the scribal adaptations? Consequently, what were the practical implications of the agreed provisions?

### **Outline of Discussion**

In answering these questions, I introduce the overlapping and distinct features of an adoption and inheritance division that could have motivated and influenced the parties involved in their oral arrangements. Next, I reflect on OB Nippur scribal school practices in so far as they apply to the adoption and inheritance division templates used by the scribe. I then introduce the framework of each of the adoption and inheritance division's distinct typology as a method to simplify the study of the recorded case study, followed by a sketch of this recording relative to the other recordings in the Archive. This includes a background discussion to the sources of the case study, and the four parties' involvement in this recording in relation to the other recordings in the Archive. Based on the proposed typologies, I discuss the scribe's adaptation of the requisites and custom-made arrangements of the inheritance division and adoption templates in the abridged recording of the oral agreement. This includes providing motivation for coining the scribe's construction in conceptualising the oral arrangements as a "*sui*

*generis* adoption-inheritance division.” Finally, I outline the possible circumstances that brought about the arrangements and practical implications for the involved parties.

## **The Overlapping Features in the Oral Arrangements**

The involved parties’ oral arrangements in an OB Nippur adoption and inheritance division were motivated and influenced by overlapping general features as well as distinct features that occurred in a specific type of agreement.<sup>22</sup> I first explain the distinct features and then the general features.

### **Distinct Feature of an Adoption: Artificial Creation of the Family and the General Provision of Support<sup>23</sup>**

Obermark (1992, 1) defines adoption as “the creation of artificial family ties through the designation of an outsider as a son or daughter.” In a strict sense, adoption artificially created family ties, irrespective of the parties’ biological kinship. The adopted and adopter acquired a family status that may have included that of a son, daughter, brother, sister, mother or father (Suurmeijer 2010, 9–40; Frymer-Kensky 1981, 211). In addition, I propose elsewhere that the ultimate purpose for such a relationship was to ensure the establishment and enforcement of reciprocal rights, duties and obligations of support, in general (Van Wyk 2019). The array of OB Nippur’s adoptions also lends itself to different supplementary purposes. Still, each adoption was created and adapted to suit the needs and obligations of the involved parties in their social and economic circumstances within OB Nippur’s interrelated social institutions.<sup>24</sup>

### **Distinct Feature of an Inheritance Division: Acquiring Sole-Ownership**

The essence of an OB inheritance division was the consensus reached between the heirs with familial ties in finding practical solutions to avert the undesirable consequences of co-ownership inherent in co-inheritance. The end result was to reap the benefits of sole ownership (Van Wyk 2013a, 155). Beforehand the involved parties had to partake in

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22 I have outlined the general features of an OB adoption in my publication titled “Towards a Typology for OB Adoption Recordings” (Van Wyk 2019). I propose that these features are also present in the OB inheritance division.

23 Cf. my discussions in Van Wyk (2019).

24 Cf. Van Wyk (2019) but also Stone (1982, 50–70). Stone (1982, 50) categorised Nippur’s interrelated social institutions into (1) patrilineal lineages, (2) temple office, and (3) *nadītu* priestess group. The patrilineal lineages are the traditional and earliest social grouping based on kinship relationships (Stone 1982, 52). The temple office group was based in the earliest time on kinship ties involved in agricultural production providing remuneration for state personnel in terms of rations or pay or through assignment of land (Stone 1982, 55). The third group, the *nadiātu* of Nippur, contained a combination of the lineages, the temple group, and the similar priestess group from Sippar (Stone 1982, 55). However, in Nippur this priestess group (Stone 1981, 18), served both the lineages and temple group and held property to the advantage of their family members and other *nadiātu* (Zagarell 1986, 425).

lengthy negotiations, taking into account agricultural and architectural factors as well as the unique situation of the family within the social structures of society since it would have directly influenced their choice of mechanisms and legal practices for a sustainable inheritance division (Claassens 2012/1, 52–62, 389; Claassens-van Wyk 2013, 69–71).

### **General Feature: Human Orientation**

Oral arrangements were flexible by nature in adapting to the needs, obligations, and circumstances of the family members. The involved family members were not compelled to adhere strictly to practices followed in a given time and place. Still, a person’s position in his/her adoptive and/or biological family was governed by reciprocal rights, duties and obligations. An inheritance division and that of an adoption’s content were human-orientated in compliance with the desired needs and obligations of the involved parties, those of their families and immediate circumstances.<sup>25</sup>

### **General Feature: Family Relationship Orientation**

An inheritance division and/or adoption’s agreed arrangement were relative to a “system of relationships” within the “family,” the “extended family,” and the “interconnecting family.” “Family” referred to a nuclear family—a married man and woman and their children living together (Leemans 1986, 15). The “extended family” can be defined as a “group together in one organisational framework” or a few nuclear families with an ancestor connecting all the descendants (Leemans 1986, 1–16). The “interconnecting family” referred to at least two or more families connected artificially by marriage and/or adoption (Van Wyk 2018; 2019). Within the “system of relationships,” all family members, in economic and social life, were bound by reciprocal rights, duties and obligations with one another (Leemans 1986, 1–16; Van Wyk 2018; 2019).<sup>26</sup> The “*system of the relationships*” centred on the notion of reconciliation and restoration of harmony in maintaining good relationships” (Van Wyk 2018; 2019).

## **Nippur Scribal School Practices’ Role in the Recording**

In general, the recording of an oral agreement was testimony of significant accomplishment in scribal school education. In OB scribal schools, the school curriculum consisted of different stages of education and training. For instance, training in the drafting of contracts was only given in the fourth and last stage of a scribe’s

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25 Cf. Van Wyk (2019) for a discussion of the OB Nippur adoption and outline of this principle. Cf. Suurmeijer’s (2010, 19–21, 27) comments regarding the OB Sippar adoptions.

26 Cf. Frymer-Kensky (1981), who stresses the importance of kinship relation and looks at the social role of each person in his or her particular juridical relationship position in the family as an integral part of the family. Fleishman (2001) examines kinship relations as sometimes extended further than only a biological connection and included an adoptive status.



elementary education (Veldhuis 1997, 63). The inheritance division was part of those school tablets that scholars identified as “Type II” or “Teacher-Student tablets.”<sup>27</sup> Several hundred exercises have survived that were based on model contract templates (Spada 2018, 3; cf. Veldhuis 1997, 40–41). Different exercises were written on a tablet. In the left column the teacher wrote an extract from a model contract and the student re-copied it on the right side, until the exercise was mastered (Veldhuis 1996, 16, 31; 1997, 30–31; Spada 2018, 60).<sup>28</sup> The result was that an OB Nippur adoption and inheritance division’s recording was generally precisely and neatly done (Claassens 2012/1, 93 note 104, 378; Van Wyk 2019). Veldhuis (1996, 24) states that a recorded inheritance division and adoption each held a “fixed structure,” while an inheritance division held a larger vocabulary.<sup>29</sup>

I propose that OB Nippur scribes drafted an oral agreement by using a template designed for each distinct agreement. One method could have been the identification of common determinants in an oral arrangement with those found in the chosen template. Then the scribe would have fitted the recording’s content in accordance with the custom-made oral arrangements. Thus, essentially, each of the distinct inheritance division and adoption template usually held requisites distinguishing it as such an agreement, because the scribe conceptualised a summary of the agreement’s mechanisms and applied legal practices unto a clay tablet.<sup>30</sup> Still, the *recorded abbreviated* provisions and legal practices served as a restrictive testimony to the *oral* agreement’s arrangements and applied legal practices.<sup>31</sup>

## The Typology Framework in the Study of an Adoption Recording

In another contribution (Van Wyk 2019) I have presented a typology for the study of an OB adoption recording.<sup>32</sup> The typology is an adaptation of Poebel’s scheme of the

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27 The obverse and reverse measurements of a medium-sized tablet were approximately 13 x 8 x 3.5 cm (Veldhuis 1997, 31).

28 Cf. Spada (2018, 78–79) regarding an inheritance division school exercise tablet that was partly preserved.

29 Cf. Obermark (1992, 30) who states that although many adoptions “shared a basic structural similarity and employed similar terminology, there was evidently no standardised formula or scheme upon which the scribes were obliged to draw.” Cf. Suurmeijer (2010, 9ff.)

30 Cf. Van Wyk (2019) regarding the influence of the scribal school practice in the recording of the oral adoption. Cf. Obermark (1992, 30). Cf. Suurmeijer (2010, 23–27) regarding the flexibility of the Sippar adoption arrangements.

31 Cf. Claassens-van Wyk (2013, 57, 72–77).

32 Throughout the millennia we find adoption practices in societies including those of Babylonia (also ancient Near East), China, Greece, Rome, Israel, ancient Egypt, as well as in recent legal systems or traditions. However, adoption is not a widely spread practice and held different functions in societies (Goody 1969, 55–58). David (1927) conducted the first study of OB adoptions that included 22 adoptions, the adoption sections from LH and those found in the lexical series, *ana ittišu*. Driver and Miles (1952, 383) comment on LH’s adoption sections in paragraphs 185–189, 190–193. Westbrook

adoption,<sup>33</sup> Obermark's elements<sup>34</sup> and sub-groups<sup>35</sup> of the adoption, as well as Stone's division of an adoption categorised within four "classes" (Hilprecht 1909, 32; Obermark 1992, 29; Stone 1991, 3–6).<sup>36</sup>

Still, the typology is a superficial aid in the interpretation of a recorded adoption, identifying the requisites by distinguishing the adoption as such an agreement, and highlighting the adoption's characteristics (Van Wyk 2019).

The identified requisites of the OB Nippur adoptions are:

- The creation of the adoptee's artificial family status.<sup>37</sup> It is usually reflected in a basic clause (class), i.e., 1) a single male who adopted one or more sons, 2) a couple who adopted one or more sons, 3) a new spouse who adopted "stepchildren," 4) a

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(1982; 1993) studied OB adoption practices from a strictly legal perspective, especially relating to the sections found in LH and marriage arrangements. Stone and Owen (1991) studied 25 known Old Babylonian Nippur adoptions within the city-state's socio-economic circumstances. Also, from a social-economic perspective, Obermark (1992) studied 99 OB adoptions and presented critical remarks on Stone's (1991, 1–19) study on OB Nippur adoptions. Rivkah Harris (1975) examines adoptions from the city-state of OB Sippar. Cf. other discussions of Sippar adoptions in De Jong Ellis (1975, 130–51; 1997) and Veenhof (1994, 143–57). Suurmeijer (2010, 9–40) focusses on 63 adoption recordings using the database on OB Sippar recordings of the Department of the Near East at Ghent University. Spada (2018, 11–36) translated and discussed OB scribal school exercises and/or model contracts of the slave adoptions/manumissions from the Hilprecht Collection.

33 This consisted of an oath, adoption property, regulations such as the property involved and provisions of the adoption's solution.

34 The elements are support and obligations, oath and witnesses, description of inheritance, adoption payment as well as four categories of penalties. The latter consists of (1) forfeiture, (2) payment/monetary fine, (3) combination of forfeiture/monetary fine, and (4) enslavement.

35 Obermark's (1992, 39ff.) six basic clauses are 1) *ana marutim* clause: identifying the adoption as a "sonship/daughterhood" (Obermark 1992, 39). 2) *ana aputim* clause: occurred in adoptions omitting the sonship or daughterhood-reference. The formula usually reads "X has established (the adoptee) as his/her heir." 3) *ana marutim u aputim* clause: referred to the adopted son/daughter and heir. 4) "X DUMU X" clause: usually reflected a formula, reading that "X is the (adopted) son/daughter of X." 5) "Third party" clause: referred to a third party, usually the biological parent, who "gave" the adopted son or daughter to the adopter. The adopted was either a small child or slave on whose behalf someone else agreed to the adoption. 6) *ana marutim u kallutim* clause: occurred in a few adoptions of a woman "as a daughter or a daughter-in-law" (Obermark 1992, 40).

36 Obermark (1992) incorporated Stone's (1991, 3–6) four classes but also referred to Westbrook's (1995) discussion of the slave and master and the brother-sisterhood adoption. I have added Westbrook's (1995) discussion of the slave and master adoption as a fifth class and the brotherhood-sisterhood adoption as the sixth class. The latter two classes fall outside the ambit of the article. Cf. Van Wyk (2019).

37 In most of the adoptions involving minor/s, the parents' names were included together with a statement that the child was adopted from them (Obermark 1992, 19–20). The adult adoptee's parentage was seldom mentioned, and if so, it was for identification purposes (Obermark 1992, 18–19).

woman as an adopter and/or adopted,<sup>38</sup> 5) slave adoption,<sup>39</sup> 6) an adopted daughter/daughter-in-law,<sup>40</sup> and 7) a brotherhood/sisterhood adoption.<sup>41</sup>

- The ultimate purpose was a general provision of support, and sometimes included supplementary reciprocal obligations, duties, and rights.
- Consensus was reached in the creation of artificial family ties between the involved parties and supported by an oath and witnesses.

Sometimes we are fortunate enough to glean from a recording some of the chosen oral arrangements, usually reflected in a structured pattern as part of an adoption template learned during the scribe's training. The structured clauses are usually in a formula<sup>42</sup> that can be custom-made, i.e.,

- description property/inheritance,
- the regulation of reciprocal support and obligations,
- the adoption payment, and
- the circumstances/consequences of transgression that may have included the following penalties: forfeiture, payment/monetary fine, a combination of forfeiture and monetary fine, or enslavement.

## **The Typology Framework in the Study of an Inheritance Division**

In an attempt to simplify the study of a specific type of division and assist in the identification and analysis of its components reflected in the recording, I have developed a method of analysis in my unpublished doctoral study of 46 OB inheritance divisions.<sup>43</sup>

The inheritance division held the following requisites<sup>44</sup> that were usually reflected in the inheritance division template, identifying it as such a division:<sup>45</sup>

- family heirs (usually names and standing);

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38 Cf. Stone (1991, 3–6).

39 Cf. Westbrook (1995).

40 Obermark (1992, 78, 80); Westbrook (1982, 39); Suurmeijer (2010, 23–7, 36–46); Stol (2012, 140ff.; 160ff.)

41 Cf. Greengus (1969, 512; 1975, 5–31); Eichler (1977, 45–59); Grosz (1989, 131–52).

42 Cf. Obermark (1992, 29).

43 Cf. Claassens's (2012/1, 107–50) comparison of the inheritance divisions in the city-states of Larsa, Sippar, and Nippur.

44 See also Van Wyk (2013a, 424).

45 Cf. Claassens's (2012, 224–31) and Van Wyk's (2013a; 2013b) discussion of the inheritance divisions in which these legal practices were categorised in a group named the "natural elements." A distinction was made between the prerequisite requirements ("essential elements") necessary to comply as an inheritance division; the "natural elements," which are the legal practices; and the "incidental elements," which constituted the written formalities of the scribal school traditions and qualities of the written agreement.

- deceased family member (usually name and standing) and whose estate devolved among his/her heirs, as an inheritance;
- inherited estate assets from the deceased family member's estate (usually the father); and
- consensus to discontinue co-ownership of the shared-inheritance<sup>46</sup> by means of either an exchange and/or a donation of the communally shared assets and/or bringing-in of goods and money to equalise the division of awards. The consensus reached was usually supported by the no claim, witnesses, and the oath clauses demonstrating the formalities, implementation and enforcement of the inheritance division (Claassens-van Wyk 2013, 72–77).

In an OB inheritance division from Nippur, its chosen legal practices were usually reflected in a structured pattern as part of the inheritance division template that can be divided into the following categories:

- the bringing-in practice as a typical mechanism in utilising the equal division of awards;
- division by lots as a practical procedure procuring the division; and
- first born-share (preference) and equal-share clauses as part of the array of chosen additional conditions and provisions.<sup>47</sup>

## The Case Study Explained

### The Source

The recorded case study from the catalogue of the Babylonian Museum of the University of Pennsylvania, 1917, and the Babylonian collection of the Musée Impérial Ottoman in Constantinople, was published in the earlier Hilprecht Collection (1909, 20–21) and transcribed and translated by Poebel, under BE 6/2 23.<sup>48</sup> Later, Schorr (1913, 263–64) published, transcribed, and translated a more complete version of the tablet. Kraus (1949, 144), Çig, Kizilyay and Kraus<sup>49</sup> (1952, 19), as well as Kohler and Ungnad (1910, 8, no. 799) translated parts of the tablet. Poebel (1909, 20–21, 24–27) and Schorr

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46 Cf. Claassens's (2012/1, 216–25) and Van Wyk's (2013a, 423–27) outline and discussion of the applicable inheritance divisions.

47 Cf. Claassens's (2012/1, 353–86) comparative study of 46 inheritance division. The length of the article does not permit a detailed outline of the primary sources.

48 Poebel (Hilprecht 1909, 21) described the tablet as baked and reddish brown with darker spots and in good condition except for the obverse, at the end of the tablet, where there is some damage (cf. Hilprecht 1909, 21). Date, formula, and witness clauses were not mentioned (Hilprecht 1909, 21–22). Poebel (Hilprecht 1909, Plate 11) made no photocopy of the plate and presents only a reproduction of the clay tablet.

49 Translation of the copy BE 6/2 23 was also joined under ARN 76. The recording was also categorised under Ni 1917 (p. 19).

(1913, 263–64) commented on the duplicate, BE 6/2 23. The writings of Kraus (1949, 143–48) and Stone (1991, 11–19) also take cognisance of the case study including most of the Archive’s records. Stone (1991, 11–12) identified 25 recordings of the Archive of which ten were identified as duplications. Stone (1991, 11–19) focussing on Ur-Pabilsaġa’s involvement. Van Wyk (2018, 1–27) focussed on Ur-Pabilsaġa’s relationships within his biological and adoptive family, as well as his in-laws, as the common denominator in the family feuds involving especially the inheritance divisions. Goddeeris (2016/1) added recordings to the Hilprecht Collection and re-arranged it “according to and chronologically within its typological arrangement” (cf. p. 7). Goddeeris’s (2016/1 and 2) recent transliterations and translations of most of the recordings, providing new insights and information on the Archive’s transactions. Goddeeris (2016/1) transliterated, translated and discussed the case study categorised under HS 2074, BE 6/2 23 and HS 2132 joined with ARN 76.<sup>50</sup>

### **Placement of the Case Study within the Ur-Pabilsaġa Archive**

The case study is one of 33 recordings from the Archive<sup>51</sup> concerning transactions involving Ur-Pabilsaġa, covering a time-span of at least 45 years, circa 1784 to 1739. This included the involvement of the members of three interconnected patrilineal lineages whose affairs became intertwined via the various agreements consisting of inheritance divisions, court/dispute settlements, sales, exchanges, a marriage arrangement, and adoptions.<sup>52</sup> Three interconnected patrilineal lineages (families) are reflected in the Archive, the Ubārum family, the Imgū’a family, and the Narāmtum family. Although various individuals were involved, the following four parties featured in the case study: Ur-Pabilsaġa, Narāmtum, Narubtum, and Migir-Enlil.<sup>53</sup> Figure 1,

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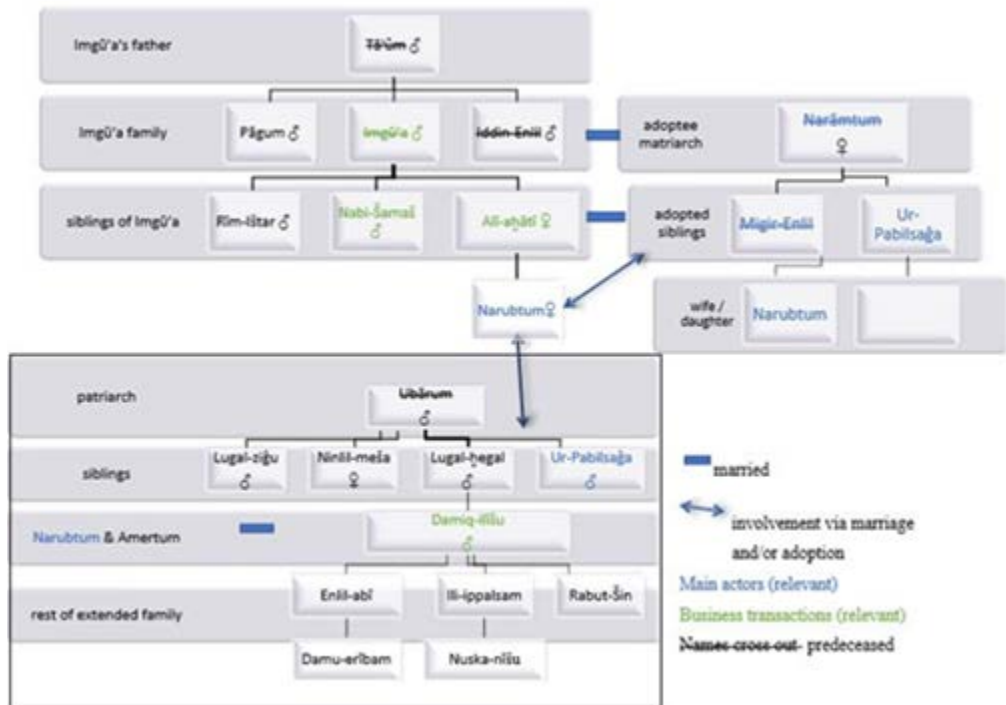
50 Cf. Goddeeris (2016/2), who published Plate 33 placed under “Text 18a” of HS 2074, as well as Plate 34 placed under “Text 18c” of HS 2132 joined with ARN 76. See Goddeeris (2016/1, 85–86).

51 Kraus (1949, 143–48) places some of the recordings in sequence, while Stone (1991, 11–19) places the recordings within a time-line of events. Goddeeris (2016/1, 355–66) studied the “siblings of Damiq-ilīšu” from the Ubārum family focussing on five transactions of Iddin-Enlil (Ubārum’s brother) and his brothers (pp. 356–57), five transactions concerning the Narāmtum family (p. 357), then 27 involving the Ur-Pabilsaġa’s estate and his siblings (pp. 358–59), as well as 18 loans provided by Nabi-Šamaš [Imgū’a] to private individual/s and some of his family members, including Ur-Pabilsaġa (p. 360). I differ to an extent with Stone’s (1991, 12) and Goddeeris’s (2016/1, 356–59) outlines. I have proposed two time-lines (Van Wyk 2018, 7–10), opted for a minor variation on Stone’s (1991, 12) time-line and placed the recordings into “phases of events.” I submit that the different interpretations of the time-line does not alter my main conclusions in the article.

52 Cf. Goddeeris (2016/1, 356), who surmises that in “this complex archive” the “three lineages strengthen their mutual ties through adoptions and marriages.” The reason is “to by-pass the doom scenario of complete fragmentation of the family estates enhanced by the system of partitive inheritance.”

53 Goddeeris (2016/1, 361–68) considered the main characters of the Archive to be Narāmtum, Alī-aḥātī (Imgū’a family), Narubtum (Narāmtum and Ubārum families), as well as Ur-Pabilsaġa and Damiq-ilīšu (Ubārum family).

*infra*, is a schematic representation of the involved family parties at the time of the recording of the case study and in support of the discussion that follows.



**Figure 1:** Schematic Representation of the Archive's Involved Family Members

### *Ur-Pabilsağa (Ubārum and Adoptive of Narāmtum Family)*

Ur-Pabilsağa was the youngest of three brothers. He obtained an income buying temple offices,<sup>54</sup> and a field from a *nadītu*.<sup>55</sup> After the death of his father, Ubārum, he was adopted by Narāmtum, a *nadītu*<sup>56</sup> and had an adoptee brother, Migir-Enlil.<sup>57</sup> Then the

54 TMH 10 56: transcription and translation by Goddeeris (2016/1, 139); ARN 35: see also transcription online (ARCHIBAB, "Reproduction of ARN 35").

55 HS 2399/TMH 10 45: transcription and translation by Goddeeris (2016/1, 124–25).

56 HS 2213/TMH 10 6: transcription and translation by Goddeeris (2016/1, 43–45). Cf. also Stone (1991, 15). In the recording Narāmtum gave her adopted son a house, garden, fields, and slaves from the inheritance division of her father's estate between her and her three brothers. Ur-Pabilsağa in return agreed to provide her with a life-long supply of barley, oil, and wool.

57 There is no recording of the adoption of Migir-Enlil and his connection and adoption is inferred in the case study.

siblings of Ubārum agreed to divide<sup>58</sup> their late biological father’s estate.<sup>59</sup> Ur-Pabilsağa married the widow,<sup>60</sup> of Migir-Enlil. Ur-Pabilsağa regained his biological status, bought a small plot and garden,<sup>61</sup> and a field from a *nadītu*<sup>62</sup> and alienated certain property.<sup>63</sup> He still retained his connections with his adoptive relative, Narubtum, by entering with her into an inheritance division regarding the estates of his adoptive family, the late Narāmtum and Migir-Enlil (the first division).<sup>64</sup> Then, Ur-Pabilsağa bought two more temple offices in that would have provided some income to him.<sup>65</sup> Ur-Pabilsağa was involved in two family feuds<sup>66</sup> with his biological siblings over the control of previously agreed inheritance awards from his biological father’s estate.<sup>67</sup> One of the feuds involved his *nadītu* sister Ninlil-meša.<sup>68</sup> Then, Ur-Pabilsağa liquidated some of his property, reducing the value of his estate. He borrowed money from his brother-in law. After which, Ur-Pabilsağa and Narubtum agreed to a redistribution (the case study) regarding some properties deriving from the first division of their adoptee mother, Narāmtum.<sup>69</sup>

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58 This could have influenced his financial arrangements with his wife and his relationship with his in-laws (Ni 9220). See transcription in Çig, Kizilyay and Kraus (1952, 37).

59 Transcriptions for ARN 118, 113 and 112 are available online at ARCHIBAB: Babylonian Archives (20th–17th centuries B.C.). Kraus (1949, 146–7) gives a transcription of ARN 113 and adds some remarks.

60 Ni 9220: transcription in Çig, Kizilyay and Kraus (1952, 37) and recently HS 26264/Ni 9220 by Goddeeris (2016, 40–41).

61 TMH 10 32: transcription and translation by Goddeeris (2016, 106–07).

62 HS 2176a/TMH 10 47: transcription and translation by Goddeeris (2016, 127–28). Cf. Goddeeris (2016, 358–59).

63 Ni 9232: transcription by Çig, Kizilyay and Kraus (1952, 38).

64 Kraus (1949, 143) refers to the duplicate Ni 1924 from the ARN Catalogue. Stone (1991, 16 note 29) discussed the same recording categorised as ARN 41. See transcription online at ARCHIBAB: Babylonian Archives (20th–17th centuries B.C.). For ease of reference the recording is hereinafter referred as the “first division.”

65 TMH 10 58/59: transcription and translation of Goddeeris (2016, 143–46).

66 PBS 8/1 81: transcription and translation by Poebel (Chiera 1914, 108). Also PBS 8/1 82: transcription and translation by Poebel (Chiera 1914, 61–62).

67 Cf. Van Wyk (2018, 1–27).

68 The *nadiātu* in OB Nippur lived in a secluded area. The different groupings of *nadiātu* had in common that they were not allowed to have children. Some groupings could marry (Stone 1982, 55). Cf. discussions of the recordings by Van Wyk (2015, 95–122), Obermark (1992, 15), and Stone (1982, 69) reflecting the status and role of the priestesses in society.

69 BE 6/2 11: transcription and translation by Poebel (Hilprecht 1909, 17–18). A less detailed translation also appears in Kohler and Ungnad (1910, 49) under no. 982 (cf. Van Wyk 2018, 1–27). For ease of reference, the recording is hereinafter referred as the “exchange and sale (agreement).”

### *Narāmtum (Narāmtum and In-Law of Imgū'a Family)*

In the Archive's recordings Narāmtum is explicitly referred to as a *nadītu* priestess of Lugalaba.<sup>70</sup> From the recordings she was the wife of Iddin-Enlil, who was the brother of Imgū'a. After the death of her husband, she adopted Ur-Pabilsağa (her husband's nephew) and Migir-Enlil (possibly her husband's son), to secure her with financial security for her old age, whilst the adoptees obtained emotional support of an older parental figure (cf. Van Wyk 2014a, 467–80; Stone 1991, 15; Stone 1982, 61–62 note 31). Narāmtum donated a slave girl to Narubtum. The latter was the daughter of Narāmtum's adopted son, Migir-Enlil.<sup>71</sup> Before her death, Narāmtum liquidated some of her property in favour of the children of Ubārum (Ur-Pabilsağa and his biological siblings).<sup>72</sup> Then Narāmtum died and her estate was divided between Ur-Pabilsağa and Narubtum.

### *Narubtum (Imgū'a, Adoptee of Narāmtum Families, and In-Law of Ubārums)*

Narubtum and a liberated slave woman (wife-sister), Amertum, married Damiq-īlīšu, the nephew of Ur-Pabilsağa.<sup>73</sup> From the rendering of the marriage agreement, first division, exchange and sale, as well as the case study, Narubtum could have been a priestess (Van Wyk 2018, 16). Her name is usually associated with a woman of special status, such as a *kulmašītu* or a *nadītu*. Later, Narubtum and her husband exchanged a house and bought a courtyard from Ur-Pabilsağa's brother-in-law, Nabi-Šamaš, who was also her uncle from her mother side and presided as a judge in a court settlement between her husband and the wife-sister Amertum.

### *Migir-Enlil (Imgū'a and Adoptee of Narāmtum Family)*

Kraus (1949, 143–48) and Poebel (Hilprecht 1909, 21–22) differ from Stone (1991, 11–18) on the question of whether Migir-Enlil was male or female and thus the mother or father of Narubtum.<sup>74</sup> However, Goddeeris's (2016/1) recent translations of the Archive's recordings show that Migir-Enlil was the adopted son of Narāmtum and the biological father of Narubtum.<sup>75</sup>

Next, on the basis of the proposed typology of an adoption, followed by that of an inheritance division, I present my interpretations gleaned from the case study.

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70 Categorized under HS 2213/TMH 10 6; TMH 10 15.

71 HS 2234/TMH 10 24: see Goddeeris (2016/1, 357) and for transliteration and translation, see p. 96.

72 Ni 9309: transcription in Çig, Kizilyay and Kraus (1952, 52).

73 Alī-aḫātī and her previous husband, Migir-Enlil, gave her into marriage. See HS 2388: transcription and translation by Goddeeris (2016/1, 38–39).

74 This is outlined in detail under the section "Scholars' Viewpoints."

75 Also taking into regard Nippur's social institutions and cf. my discussions in the section titled "Circumstances and Practical Implications," *infra*.



## Requisites of the Adoption in the Case Study

### Requisite (1): Artificially Creating a Family Relationship

Usually, in the absence of an explicit reference to the artificial created family status between the adopter and adoptee as such, the status can be reasonably deduced from the context of the recording.<sup>76</sup> However, the recorded case study lends itself to ambiguities in scholarly transliterations and interpretations of the recording, especially regarding the status, gender, and position of the four parties involved: Ur-Pabilsaĝa, Narāmtum, Narubtum, and Migir-Enlil. From the ambiguities among scholars, the following questions arise. What was the initial connection between the involved parties? Who was the adopter or adopted: Narubtum and/or Ur-Pabilsaĝa and/or Migir-Enlil?

#### *Scholars' Viewpoints*

A summary of scholarly viewpoints regarding the connections among the involved parties follows. For ease of cross-referencing, I include figures supporting the respective viewpoints.

The viewpoints of the following earlier scholars are supported in Figure 2, *infra*. Kraus (1949, 144)<sup>77</sup> considered Migir-Enlil to be Ur-Pabilsaĝa's deceased wife, and with Migir-Enlil's death, Ur-Pabilsaĝa adopted Narubtum. Kohler and Ungnad's (1910, 8), Poebel's (1909, 21–22), and Schorr's (1913, 263–64) translations only reflect that a wife of Ur-Pabilsaĝa died and that Ur-Pabilsaĝa consequently adopted Narubtum.

Stone (1991, 17 note 310) disagrees and holds that there was no reason why Ur-Pabilsaĝa would have inherited from the estate of Migir-Enlil, or why Ur-Pabilsaĝa should have chosen to adopt Narubtum, the daughter of his “wife,” Migir-Enlil, with the latter's death.<sup>78</sup> Stone's (1991, 17) theory, supported by Figure 3, *infra*, holds that it was Migir-Enlil's (the brother of Ur-Pabilsaĝa) wife who died,<sup>79</sup> and, because Migir-Enlil had no heir, necessitated him to adopt Ur-Pabilsaĝa (Stone 1982, 61–62 note 31).<sup>80</sup>

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76 Cf. discussion by Greengus (1969, 505–32).

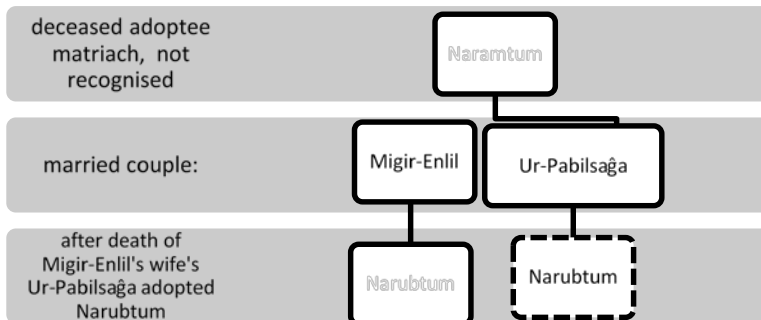
77 In Claassens (2012/2, 144–51) I held a different viewpoint in that Narubtum's deceased mother married Ur-Pabilsaĝa, presumably after the death of Narubtum's father. Possibly, Ur-Pabilsaĝa as the second husband intended to collect the inheritance of his late wife's estate while retaining his family connection with his stepdaughter. Consequently, with the death of one contractual party the other party would inherit the described awarded assets. However, my inferences regarding the case study have changed.

78 According to Stone (1991, 18) the adoption was real and can be considered a familial adoption by the matriarch Narāmtum who adopted Ur-Pabilsaĝa (HS 2213) and Migir-Enlil. It is classified by Stone (1991, 18) as a class four adoption. The aim was to provide Narāmtum with an heir and to safeguard her in the predominantly patriarchal world (Stone 1991, 18).

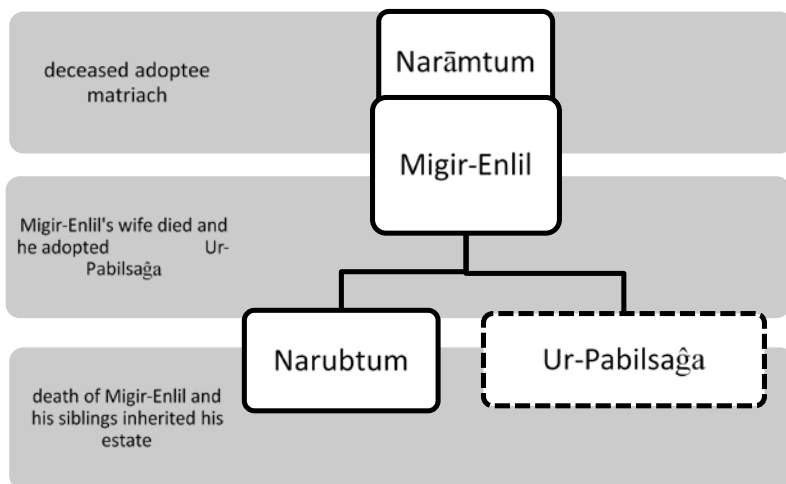
79 Stone (1991, 18) holds the view that this is a class three adoption, because the adopter provided for herself an heir to ensure a lifetime of support (Stone 1991, 18–19).

80 Cf. Obermark (1993/1994, 106–09).

Obermark (1992, 64) also holds that it was Migir-Enlil who adopted Ur-Pabilsaĝa after the death of his wife. Then with Migir-Enlil’s death his biological daughter, Narubtum, and his adopted son, Ur-Pabilsaĝa, equally divided the estate (Obermark 1992, 64).<sup>81</sup> See Figure 3, *supra*, supporting Obermark’s viewpoint.



**Figure 2:** Viewpoint of Kraus (1949, 144), Kohler and Ungnad (1910, 799), Hilprecht (1909, 21–2), and Schorr (1913, 263–64)

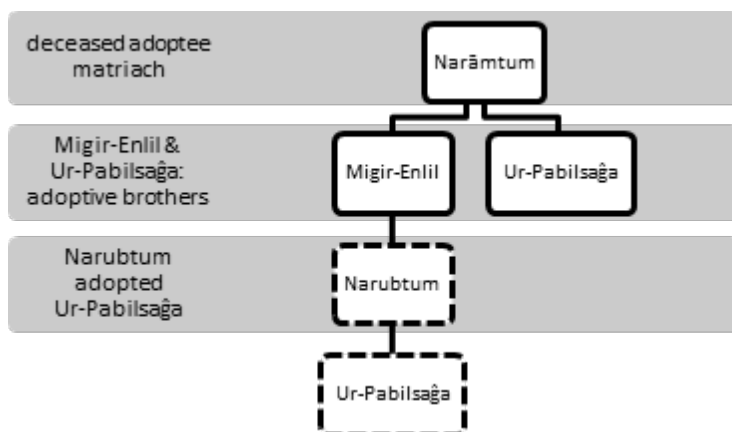


**Figure 3:** Viewpoint of Stone (1991, 11) and Obermark (1992, 64)

81 Obermark (1992, 64) states that this adoption is one that designated an heir, however the heir did not receive “preferential status.” Cf. Obermark (1992, 70–71).

Stone (1991, 11) concludes that Ur-Pabilsaĝa used his adoption by Narāmtum to gain property because of the restrictions in OB Nippur to sell property outside the family, for it was the only way to acquire properties.<sup>82</sup>

Van de Mieroop (1991/1993, 128) agrees that property in OB Nippur was gained via adoption but disagrees that it was the only way. Van de Mieroop (1991/1993, 128) considers Stone to be the only scholar to hold this view, and, if the hypothesis is correct, the kinship groups would have played a larger role in OB Nippur society.<sup>83</sup> Figure 4, *infra*, supports Van de Mieroop’s (1991/1993, 127) viewpoint, stating that Ur-Pabilsaĝa was “cut off from property and influenced among his kin” because he was the youngest of the sons of Ubārum. Due to him and his adopted brother (Migir-Enlil) being adopted by the *nadītu*, Narāmtum, Ur-Pabilsaĝa was able to acquire property and gain control over Migir-Enlil’s daughter, Narubtum. This enable Ur-Pabilsaĝa to challenge his biological family, especially his biological older brother's influence in the family (Van de Mieroop 1991/1993, 127).<sup>84</sup>



**Figure 4:** Viewpoint of Van de Mieroop (1991/1993, 127)

Goddeeris (2016/1, 362 note 53, 363)<sup>85</sup> conceits that “new evidence” added to the Hilprecht collection shows that it was Narāmtum who adopted Ur-Pabilsaĝa after the death of her husband, Iddin-Enlil. Two months prior to his adoption, Ur-Pabilsaĝa

82 Obermark (1992, 16) disagrees that the first category adoption was established due to the restriction on the alienation of land. Adoptions where the single male adopted one or more sons was the most common in Nippur and included a support provision. The presence of the latter indicated that there was a “genuine kinship” created and that the adopted seemed to acquire the property only at the death of the adopter (Obermark 1992, 108).

83 Cf. Obermark (1993/1994, 106–09).

84 See the discussion of the creation of kinship ties in Obermark (1992, 80).

85 Goddeeris (2016/1, 362 note 53) referred to the proposal mentioned by W. Meinhold.

married the widow of his adoptee brother, Migir-Enlil. Migir-Enlil could have been the son of Narāmtum's sister-wife and their husband (Goddeeris (2016/1, 363). This explains why in the last section both Narubtum and Ur-Pabilsağa are the “rightful heirs of Narāmtum” (Goddeeris 2016/1, 89).

### **Requisite (2): Agreement Supported by Oath and Witnesses**

The recorded case study, supported by oath and witnesses, served as proof that the involved parties reinstated their artificial family relationship during the redistribution of their initial inheritance awards.<sup>86</sup>

### **Requisite (3): Provision for Support**

Obermark (1992, 17, 21–22, 29–31) holds the view that all adoption types held a provision of support, even if it was not explicitly mentioned. There seemed to be a “genuine kinship” due to the presence of the support clause with the usual *quid pro quo* that the adopted would inherit from the adopter's estate (Obermark 1993/1994, 108).<sup>87</sup> The case study does not contain a support clause. However, a unique ultimate purpose of reciprocal support can be gleaned from its context.<sup>88</sup>

### **Custom-Made Practices**

In the majority of adoptions, the scribe recorded the circumstances and consequences in the instance of repudiation. Provision was made for penalising both the adopter and adopted in instances of transgression or non-fulfilment of the terms (Obermark 1992, 43–44). However, the case study does not contain a penalty clause outlining the circumstances and consequences of non-compliance. I propose that the omission of such a penalty clause does not mean that there were no agreed consequences in instances of transgression, since the recording is an abridged version of the oral agreement.<sup>89</sup>

The adoption recording usually contained a precise description with location markers or specific income of the inherited property, although there was no standardised formula (Obermark 1992, 43–44).<sup>90</sup> In the case study the description of the property is not

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86 Cf. the section “Circumstances and Practical Implications.”

87 Obermark (1992, 24) held that we cannot exclude such sentiments because of their omission. Stone (1991, 1–11) and Obermark (1992, 17, 21–22, 29–31) place different emphases on the purpose of especially the first four classes (Stone 1991, 3–4).

88 I elaborate on these aspects in my conclusions outlined under the section, “Circumstances and Practical Implications.”

89 Cf. Obermark (1992, 43–44).

90 We can deduce from the generic formula that in instances of repudiation, specified properties would be forfeited. Usually it was an array of assets, such as “house, field, orchard, and moveable property” (Obermark 1992, 32). Obermark (1992, 36) opines that it seems that there was a “recitation of *verba*

reflected in a “penalty clause.” Rather the scribe opted for describing the properties alongside an inheritance division template<sup>91</sup> and even that was an adaptation of such a template.

## Requisites of the Inheritance Division in the Case Study

### Requisite (1): Family Heirs of Requisite (2): Deceased Family Member’s Estate

In OB Nippur, the majority of inheritance divisions involved the estate of the male head of the family, with (usually) the brothers agreeing to divide their father’s estate.<sup>92</sup> The lesser variant was a division of an extended male family member’s estate such as an uncle, with the nephews and brothers agreeing to the division.<sup>93</sup> However, the case study included two estates, not the usual one deceased estate.<sup>94</sup>

### Requisite (3): Estate Assets (Inheritance) of Requisite (4): Consensus

The recorded case study reflects a common scribal practice—a separating line—that divides or marks the awarded portion of each party, just before the **ḥa-la-ba**<sup>95</sup> term, that translates as “the inheritance portion of X” (See Hilprecht 1909, 25).<sup>96</sup> There is, however, a degree of variation concerning its precise placement in the recording.

The case study contains three distinctive practices to bring about an equal division of an inheritance, namely (1) the exchange, and (2) bringing-in clauses balancing the value of each asset awarded to an heir as a *quid pro quo*, in conjunction with (3) the casting of lots-clause. Table 1, *infra*, supports my further explanations, with the differences of the awards emphasised in caps.

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*solemnia*” that was “central to the repudiation of the adoption process” and that the recording was only for testimonial purposes.

91 Cf. “Requisite (3): Estate Assets ...” *infra*.

92 Cf. the comparative study of the inheritance division recordings between OB Nippur, Sippar, and Larsa in Claassens (2012/1, 359).

93 Although in some OB Sippar divisions a woman’s estate (usually a priestess) was devolved upon her male, sometimes, female heirs (Stone 1982, 55; Van Wyk 2015, 95–122).

94 Cf. Hilprecht (1909, 20).

95 In PSD the root word **ḥal** and the written term **ḥa-la** translate as “to divide, deal out, distribute; to open; a secret; to pour away; to sieve; to slink, crawl away; a qualification of grain.” Thus, in context of the recordings, **ḥa-la** translates as “the inheritance portion” of X. See PSD (Pennsylvania Sumerian Dictionary).

96 See Poebel’s (Hilprecht 1909, 24–25) explanation of the different sections, especially that of the first two sections.

**Table 1:** Awarded Assets of Narubtum and Ur-Pabilsaġa

In favour of Narubtum			In favour of Ur-Pabilsaġa
The case study		Previous division	The case study
<b>Exchange</b>	12 x 5 square metres of a built house next to Utu-Enlila		12 x 5 square metres of a built house on the one side next to the house of Ibqu-Damu
<b>Exchange</b>	1440 square metres of a garden next to the garden of Ellitum		1440 square metres of a garden next to the garden of Ibqū'atum
<b>Exchange</b>	ALĪ-AĤŪŠA, FEMALE-SLAVE	ARN 41: ALĪ-aĥūša, given to Narubtum from Ur-Pabilsaġa	DUMQI-ĪSTAR, THE FEMALE SLAVE AND TARĪBUM, THE MALE SLAVE
<b>Bringing-in</b>	Adad-rīm-ilī, the male slave		1800 SQUARE METRES OF FIELD, (and as compensation for the field, Adad-rīm-ilī, was given to Narubtum)

The first section in the case study represented the awards allotted to Narubtum. Her status is given as the daughter of Migir-Enlil. The second section involves the awarded portions of Ur-Pabilsaġa, and his status is given as the son of Ubārum, his deceased biological father. The two seal impressions of Ur-Pabilsaġa and Narubtum stating their patronymic status. However, Ur-Pabilsaġa was after the death of his father adopted by Narāmtum and the recording was about redistribution of the adoptive matriarch's estate. Then, in the third section, the status of Narubtum, Narāmtum, and Migir-Enlil in relation to one another was notarised, but the patronymic status of Ur-Pabilsaġa is not clear. Still the patronymic reference of both females to Migir-Enlil is emphasised and seems to bear some significance for the rationale for the adoption clause. Narāmtum is referred to as the mother of Migir-Enlil. Narubtum's status is given as the daughter of Migir-Enlil. Thus, the reference shows that Migir-Enlil and his descendants (Narubtum) was connected to Narāmtum by means of marriage and adoption, while, years prior to the case study, Ur-Pabilsaġa's marriage to Migir-Enlil's widow reinstated his connection with the Narāmtum and the Imgū'a families.

The first two sections were done precisely and neatly in describing the property awards which consisted of houses, gardens, a field and named female and male slaves. The third

section vaguely referred to one third of the matriarch Narāmtum's estate, divided into equal parts, and a vague adoption phrase.<sup>97</sup>

## **Chosen Inheritance Division Legal Practices**

### **Mechanism in Utilising the Inheritance Division—Bringing-In Practice**

In some Nippur inheritance divisions, the values and assets were not divided up into equal portions; thus, a kind of donation took place, (Claassens 2012/1, 175), but in this recording it is clear from the terms and context that the parties intended to agree to an equal division of the inheritance portions.<sup>98</sup>

### **Practical Procedure Procuring the Division—Management of a Division by Lots**

In OB Nippur the inheritance division by lots was a practical means of achieving an equal and fair distribution of the awards.<sup>99</sup> In the case study the scribe inserted, at the end, the lots clause. Ur-Pabilsağa and Narubtum each received a house and a garden of equal size. Also, each received two slaves.<sup>100</sup>

### **Formalities, Implementation and Enforcement of the Inheritance Division**

The “no-claim” clause, present in the case study, was widely used in various legal recordings, including the majority of the OB inheritance divisions, usually stating that the parties would not raise a claim against, or speak a word against, the other (Claassens 2012/1, 129–30, 182–83). Generally, the oath clause occupied a special position, after the provisions and no claim clauses but before the date and witnesses. Each city-state's scribal school used its own formula or specific wording, usually sworn to the named gods and/or king. In this recording the parties swore only to the king.<sup>101</sup>

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97 I will elaborate on the meaning of the third section in the section “Circumstances and Practical Implications.”

98 Cf. Hilprecht (1909, 25–27). Different types of assets were used to bring about the buying of the assets holding a monetary value and may include money, e.g., silver, or a physical asset, such as a slave or part of a house/field. The buying of an asset involved the “buyer” using his/her personal assets in the purchase of the communally shared inheritance. See Claassens (2012/1, 128).

99 The contractual parties plotted out different sections of the communally held assets, and, by agreement, drew or cast lots, distributing the portions as sole ownership to the prevailing contractual party. For instance, the Nippur recording in CBS 11662 (Chiera 1922, 15–16); in CBM 3430 (Hilprecht 1909, 20–21); also in BEF 7016 (Hilprecht 1909, 25–27); in CBM 45 (Hilprecht 1909, 23–24); OECT 8 19 (Stone and Owen 1991, 65–67); Cornell 6 (Stone and Owen 1991, 60–63); in Cornell 23 (Stone and Owen 1991, 87–89). Cf. Claassens (2012/1, 83–84; 369, 400–02); Van Wyk (2013b, 432–39; 2013a, 146–47; 2014a, 443–83; 2014b, 195–236).

100 However, the slave awarded to Narubtum was of a higher value and thus to equalise the value, Ur-Pabilsağa received an additional award, a field.

101 Cf. Weinfeld (1976, 380); Schorr (1913, 258–60, 269, 271–73).

Generally, witnesses, together with the parties, testified to the details of an agreement (Veenhof 2003, 147).<sup>102</sup> In the case study, ten witnesses testified to the conclusion of the agreement.<sup>103</sup> The first-ranking witness, Nabi-Šamaš, Narubtum's uncle, represented the Imgū'a family; however, no biological family members of Ur-Pabilsaĝa were present.

In the recording the way the seals were placed on the recorded tablet served as an additional measure to protect the interests of the involved family members, and indicated whose rights were protected.<sup>104</sup> Notwithstanding the largely illegible seals of both parties, at least their presence indicated that they had alienated their respective properties in favour of one another. Also, it served as proof of the reinstatement of their biological kinship relationships, as reflected in the prior, first division, i.e., the biological patronymic statuses of Narubtum as the daughter of Migir-Enlil and Ur-Pabilsaĝa as the son of Ubārum.

In the case study the usual date clause is included and notarised in the last part of the tablet.

## **Coined Term: *Sui Generis* Adoption-Inheritance Division**

### **An Abridged Recording Versus the All-Inclusive Provisions of a Text**

The divergent scholarly viewpoints regarding the position of the four involved parties and their role are a direct reflection of the scribe's difficulty in recording the relevant facts. Without such facts, it is difficult to glean unconditional interpretations from the recorded case study. However, in defence of the scribe Ur-kingala's craftsmanship, a

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102 In the recorded case study, the Sumerian **igi** is used, as was customary for all Nippur inheritance divisions, revealing the practice that witnesses appear in the presence of the contractual parties, witnessing all of the proceedings and oral content of the agreement so that they could testify to the details of the agreed terms (Greengus 1995, 475). Cf. Tanret and Suurmeijer (2011, 78–112).

103 The last two witnesses were the scribe, Ur-kingala, and Awīlīja, the seal engraver. Seven of the ten witnesses' names and family statuses were reflected as X son of X. One anomaly was witness number eight, whose name is only given as Tab-wašābšu with his occupation as an **uku-uš lugal**, translated by Harris as a king's runner. Harris (1975, 130–31) considers the king's runner to be an OB official who appeared as a witness in inheritance disputes and other recordings holding duties for the king in litigations concerning *nadīatu* women. Harris (1975, 130–31) contends that from three case studies, the king's runner seemed to have summoned the litigants to court or to the king or to act as the king's representative. However, Goddeeris (2016, 88) regards the king's runner as a soldier of the king.

104 There were different seal practices in Nippur and Sippar. Suurmeijer (2010, 21) states that the sealing practice in Sippar was more varied. Stone (1991, 17) states that in adoptions the adopted usually precedes the adopter. Charpin (1994, 95) observes that most of the discussed cases contained only the seal of the adopter and that the contract was drawn up for and given to the adopted, thus serving to protect the adopter. Narubtum's seal precedes that of Ur-Pabilsaĝa, and so Stone (1982, 61–62 note 31) conceits it seems that Narubtum was the adopted and Ur-Pabilsaĝa the adopter.



recording is an abridged version and due to the role of the witnesses, oath, and no claim clause it should not have been deemed necessary to notarise the minute details of all the oral arrangements. The involved parties and witnesses would have been acquainted with the circumstances and would have supported the involved parties undertaking not to raise claims and to abide by their oath, especially in this instance, because this recording seemed to be the final product of a settlement and the events would have been known to all the parties involved.

### **Adapting the Scribal School Templates: Adoption and Inheritance Division**

The case study was the product of adaptations from scribal practices because of extraordinary arrangements by utilising two distinct templates learned from the OB Nippur scribal school. Therefore, I coin this recording as a *sui generis* adoption-inheritance division.

#### *The Inheritance Division as the Backbone Template*

In general, the recorded case study shows that the scribe, Ur-kingala, used to a greater degree the inheritance division template, following the Nippur scribal school tradition of precision, which included

- the parties' names and especially the family status of the women;
- a proper description of the awards and legal practices presented in the first two sections, but expressly not shown (as later discussed) in the third section; and
- supported clauses for the consensus reached, i.e., the no claim, oath, and witness clauses.

In general, the third section does not correspond strictly to an inheritance division's template.

#### *Vague Adaption of an ana aplutim Adoption Template*

A vague adoption phrase was also part of the third section. However, not only was the usual support and penalty clause absent, but also the requisites of a "real" adoption.<sup>105</sup> It was not an adoption in the strict sense. No *bona fide* family ties were created that we find in real adoptions. The scribe seemed to use an adoption template only because of some similarities between the oral settlement and a traditional adoption structure.

In the next section, I outline the proposed circumstances that could have led to the arrangements. I have taken into regard this recording's placement with other recordings and the involved parties' status within OB Nippur society, especially their adoptive

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<sup>105</sup> I propose that the adoption construction cannot be categorised in any of the seven classes of adoption, although the seven classes are not a closed number of classes. Usually we can glean from an adoption recording the identity of the adoptee and the adopted.

family. I also reflect on the practical implications of the agreed arrangements that can be reasonably deduced from the case study.

## **Circumstances and Practical Implications**

The recorded case study could have been a direct result of the dynamics played out within the OB Nippur institutions regarding the traditional symbiotic and familial relationship between Ur-Pabilsaĝa and Narubtum and is part of the latest stage of the sequence of events in the Archive.

### **General Rule: Inheritance of the Parental Estate by Male Descendants**

The artificial family connection between Narubtum and Ur-Pabilsaĝa was already re-established earlier, in the first division. Narubtum, a priestess, and her adoptive uncle, but also step-father, Ur-Pabilsaĝa, seemed to agree to the division of the adopter matriarch's estate as well as the predeceased father of Narubtum and Ur-Pabilsaĝa's adoptee brother, Migir-Enlil.<sup>106</sup> However, the first division should have been an agreement between the two adopted brothers, Ur-Pabilsaĝa and Migir-Enlil, because in OB Nippur the male descendants inherited the parental estate. Property that Narubtum would have obtained would then have fallen under the control of her father, Migir-Enlil, and, on his death, to a senior male descendant, possibly Ur-Pabilsaĝa.<sup>107</sup> Thus, I deduce that the first division included also the estate of the deceased Migir-Enlil for, as a rule, Narubtum could have only agreed to the division of the matriarch's estate if her father, Migir-Enlil, was deceased, resulting also in the settlement as reflected in the case study.

### **The *nadītu*'s Conflicting Roles**

Another prior agreement—the exchange and sale agreement—also concerned the ongoing tension between Narubtum and the male members of her family via marriage and adoption. Narubtum acted with her husband Damiq-ilīšu as purchaser, and Nabi-Šamaš as the seller. Nabi-Šamaš was the biological uncle of Narubtum (Imġū'a family). Generally, a *nadītu* was assisted by her father's family members, not her husband, to

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106 In accordance with Nippur tradition, the awards received by Narubtum were supposed to remain within her paternal family. Cf. Van Wyk's (2015, 95–122) outline of the different scholarly opinions and supported recordings. Obermark (1992, 68) opines that the female adopted was a complex and a rare situation, for as a rule the daughter could not inherit from her paternal estate. If she was adopted, she would have had a "special status" as a priestess (e.g., a *nadītu* or a *qadištu*). In OB as an exception—for financial support at an old age—the daughter may have inherited from her father's estate, usually when there were no other children (Obermark 1992, 67–70).

107 A *nadītu* family member usually received a lifetime of support from her paternal estate, and sometimes from the estate of a *nadītu* aunt, on the father's side (Stone 1982, 62). Also, the *nadītu*'s property never formed part of her husband's family property and remained within her paternal family's control (Obermark 1992, 67–70; Zagarell 1986, 425).

acquire property.<sup>108</sup> However, litigation cases reveal the dire consequences of the *nadītu*'s conflicting roles in instances in which she represented her paternal estate in property transactions while being married, and also contracted to a degree on her own (Harris 1964, 118–119). Nabi-Šamaš, featured in other recordings involving his biological niece, Narubtum and Ur-Pabilsaġa, his brother-in law. In the one instance, Nabi-Šamaš was one of the judges in a court settlement wherein the Narubtum's adopted sister-wife transgressed against their husband, Damiq-ilīšu, and as punishment her "unkempt hair" was "shaven off." Then, Nabi-Šamaš provided a loan to Ur-Pabilsaġa to be paid back at the harvest, with interest. Also, Nabi-Šamaš acted as the first-ranking witness in the case-study.

### **Sustainability of the Redistributed Inheritances Awards**

In Nippur, the brothers or substitute male family members were obliged to look after the *nadītu* female member, placing an extra financial burden on them. Usually their inheritance was subject to the burden of a lifetime of support in favour of their priestess family member (Stone 1982, 58–60; Van Wyk 2014, 471–74). If the priestess family member outlived them and needed continuous support, she could be forced to forfeit the properties. Although this was not allowed, litigation records reveal the tension created between siblings (and/or other family members) when a *nadītu* tried to forfeit her family's assets to provide for her sustenance.<sup>109</sup>

In the first two sections of the case study, Ur-Pabilsaġa and Narubtum seem to agree to an equal distribution of the awarded properties. Each received a house, garden, and two slaves. Ur-Pabilsaġa received additionally a field to equalise the higher value of Narubtum's slave. Taking into regard the previous failed inheritance division and the nature of the awarded assets, the question of whether the awards were then sufficient for the parties to sustain themselves remains, since the case study occurred during the latest stage of the sequence of events when Ur-Pabilsaġa and Narubtum were already elderly.<sup>110</sup> It is uncertain if Narubtum's husband, Damiq-ilīšu, was still alive, for he did not assist his wife in the agreement, however he also did not assist her in the first division. Still, in the first division Narubtum was at least assisted by her male family members, i.e., Lugal-ázida (Ur-Pabilsaġa's nephew's son) who could have been her son,

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108 Although the *nadiātu* did partake in economic transactions to acquire property, their role and position were to secure the continuation of the patronage estate (Stone 1982, 55; Harris 1964, 117, 119).

109 A *nadītu*'s contractual limitations are shown in ARN 120 where the brother had some control over his *nadītu* sister's property transactions. The brother complained to the court that his sister sold a field he had given to her, which formed part of his father's inheritance (Stone 1982, 60; Harris 1964, 119).

110 Narubtum as a *nadītu* priestess had the advantage that she may have lived much longer than those women who normally bore children. Harris (1964, 122) provides examples of the *nadiatu* who lived for more than fifty years, possibly because of escaping the perils of childbirth and pregnancy as well as living a secluded life away from other people and consequently epidemics. Cf. Obermark (1992, 67–71).

and Lugal-ḫegal (Ur-Pabilsaġa's brother), her father-in-law. In the case study the only senior family male member who witnessed the agreement was her uncle on her mother's side and possibly to protect the interests of the Imġū'a family's senior members.

As time progress Narubtum would become more dependent in securing a livelihood for herself, while Ur-Pabilsaġa had the ongoing burdensome obligation of supporting her in so far as to secure the inheritance property of his adoptive family's estate. Thus, the case study was probably a result of Ur-Pabilsaġa's attempts to challenge his sister-in-law/adopted niece's conduct in the parental estate's properties, i.e., the estates of Narāmtum and Migir-Enlil (Van de Mieroo 1992/1993, 127), while Narubtum needed to fend for herself.

### **Reinstatement of the Adoptive Kinship Relationship and Conditional Awards**

The third section's relevance and meaning are especially directed to confirm Narubtum and Ur-Pabilsaġa's adoptive kinship relationship. Their artificially created familial relationship was already played out in their initial inheritance division—twenty years earlier. At an already advanced age, if they lived for a few more years they could be forced to forfeit some of the initial inheritance awards and consequently their livelihood. At this stage it seems that they had to agree on solutions ensuring the preservation of the awards within the adoptive family, while also providing for a redistribution of the awards to effectively sustain themselves for the remainder of their lifetime. These circumstances seemed to be the purpose for the third section stating that they both received one third of the matriarch Narāmtum's estate that in effect included the parental family estate of the deceased matriarch Narāmtum and, consequently, her deceased son, Migir-Enlil. The one third proportionate award is a deviation from Nippur's practice, for both the adoptee male member and his adoptee niece, were burdened with shared ownership regarding one third of the inheritance awards. Usually the burden would have fallen only on the male heir to provide a lifetime of support in favour of the *nadītu* priestess. Thus, in the third section, describing the awards alongside a division inheritance template would not have been in alignment with the oral arrangements, since the third section's context shows that the redistribution of the awards is not about the division of an inheritance with the ultimate purpose of establishing sole-ownership.

The third section serves as a reinstatement of Ur-Pabilsaġa and Narubtum's mutual obligations and reciprocal rights and duties in the conditional redistribution of the adoptive family inheritance awards. This secured the preservation of the awards within the adopted family estate, and financial stability for the remainder of their lives. Neither one could alienate an award allocated in this recording without the other one's consent. Both could be the ultimate owner of the inheritance awards with the demise of the other. However, at the end, as stated by Goddeeris (2016, 356), the last transactions of the Archive show that the remainder of Narāmtum's estate, the adoptee matriarch, devolved to the Ubārum family's descendants of Damiq-īlīšu, Ur-Pabilsaġa's nephew.

## Conclusion

The recorded case study is one of the recordings from the so-called Ur-Pabilsaĝa Archive, involving various members of three interconnected families of which Ur-Pabilsaĝa, Narāmtum, Narubtum, and Migir-Enlil feature in the case study. Ur-Pabilsaĝa and Narubtum's involvements were directly with one another through an artificial family kinship by means of adoptions and marriages. Narāmtum, a *nadītu*, adopted Ur-Pabilsaĝa, the youngest of his biological siblings. Ur-Pabilsaĝa had an adopted brother, Migir-Enlil, previously adopted. The latter's daughter, Narubtum, married into the biological family of Ur-Pabilsaĝa. Migir-Enlil died, and then Ur-Pabilsaĝa married his adoptee brother's widow and Narubtum became Ur-Pabilsaĝa's stepdaughter. Ur-Pabilsaĝa and Narubtum agreed to the division of both the estates of their adoptive family members, Narāmtum and Migir-Enlil. Years later, Narubtum and her husband agreed with her biological uncle, Nabi-Šamaš, who was also Ur-Pabilsaĝa's brother-in-law, for the exchange and sale of properties. Then, concerning his niece, Nabi-Šamaš was one of the judges in a court settlement with the second ranking wife of Damiq-īlīšu. Nabi-Šamaš provided a loan to Ur-Pabilsaĝa. Also, in the case-study Nabi-Šamaš served as a first-ranking witness in protecting and witnessing his family's (Imġū'a's) interests. However, at the end it did not suffice for the remainder of the adoptee Narāmtum's estate ended up in the hands of Ur-Pabilsaĝa's and Narāmtum's biological descendants from the Ubārum family.

In the study of the discussed recording alongside the framework of each of the adoption and inheritance division's distinct typology, the case study contained some of the elements of an *ana aplutim* adoption as well as an inheritance division template. Overall, the case study illustrates the flexibility of oral arrangements to fit Narubtum and Ur-Pabilsaĝa's circumstances and needs within the system of family relationships. Furthermore, the scribe had to incorporate the framework of the inheritance division and an adoption template unto a single recording and thus adapted the templates to correspond with the overall intention of the involved parties. Thus, I have opted to coin the term "*sui generis* adoption-inheritance division" to superficially classify this recording among the array of different adoption and division templates learned during the scribe's scribal school education.

The first two sections of this recording were done neatly in accordance with an inheritance division template. At first, it seemed to reflect the essence of an inheritance division, i.e., the allocation of inheritance awards in securing sole-ownership. The third section referred vaguely to the estate of the matriarch, Narāmtum, to be divided in equal thirds. However, the third section did not constitute an inheritance division in the strict sense, for it contained an adoption phrase and the inheritance was not allocated in sole ownership. The third section did not entail an adoption in the strict sense, either. The support clause was omitted that was usually reflected in an adoption and Ur-Pabilsaĝa

and Narubtum were already in their advanced years and not in need of kinship for nurturing and care.

I tentatively agree with Goddeeris (2016/1, 89) that Ur-Pabilsağa and Narubtum were the heirs of Narām-tum and consequently also of Migir-Enlil's estate—by means of marriage and adoptions. I propose that they agreed to a *sui generis* adoption-inheritance division to secure their financial survival. The logical consequences of awarding one third of the matriarchal estate to both parties effectively burdened all the awards in the first two sections with the provision that one third in proportion to each award was communally held by both parties. Narubtum and Ur-Pabilsağa were both responsible in mutually maintaining and securing the awards during their lifetime in their artificial family relationship to one another. This safeguarded and prevented the forfeiture of any of the awards by either one of them due to their one-third proportionate co-ownership. The outcome was to ensure that the awarded assets should remain in the adoptive family, while securing both parties' livelihood and financial survival.

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