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Three Silver Debt Notes from Kalḫu in the Collection of Jørgen Læssøe, with a Discussion of the Neo-Assyrian Joint Responsibility Clause (ša karimūnī)

This paper presents four hitherto unpublished Neo-Assyrian documents from the private collection of the late Jørgen Læssøe.¹ They record three separate legal transactions, namely the obligation to cover debts of silver. Two documents belong together as they constitute the inner tablet of the debt note and the clay envelope that originally encased it (Text 3a-b). Of the other two texts, only the inner tablet is currently known, and in the case of Text 1, the envelope was certainly already removed in antiquity, as evidenced by the characteristic damage created in the process of excavating the text.

¹ The texts were offered for publication to Aage Westenholz by Herdis Læssøe after her husband Jørgen Læssøe’s death on 2 February 1993. Westenholz baked and cleaned the tablets before taking the photographs and drawing the hand copies published in this paper. In 1999, Karen Radner produced initial transcriptions on the basis of his hand copies at Westenholz’s request. Recently, he offered his photographs and hand copies, as well as Radner’s notes, to Troels Pank Arbøll for publication, whereupon Arbøll and Radner decided to resume work on the texts together. The present paper is the result of these efforts. All photographs and hand copies were prepared by Aage Westenholz, to whom the authors are indebted for his generosity in allowing them to publish the texts. Arbøll and Radner jointly prepared the text editions and commentaries presented here, with Radner contributing also the appendix on the joint responsibility clause. Arbøll’s research was conducted as part of his Junior Research Fellowship at Linacre College (University of Oxford), generously funded by the Carlsberg Foundation, whereas Radner’s work forms part of the research conducted within sub-project B1 of the DFG-funded Sonderforschungsbereich 1369 “Vigilanzkulturen: Transformationen – Räume – Techniken”.

Although the date of Text 1 is only partially preserved, it can be assigned to the late 8th century BC with some confidence. On the other hand, Texts 2 and 3a-b are dated to eponyms that held their offices in the later part of the 7th century BC; they are so-called “post-canonical” eponyms that can only tentatively be assigned to specific years in a king’s reign (Whiting 1994; Simo Parpola in Radner 1998, xviii-xx; Reade 1998; Novotny/Jeffers 2018, 30–33) as their sequence is not recorded in a known manuscript of the Assyrian Eponym List (Millard 1994).

In the following, we present the three silver debt notes in chronological order. In order to demonstrate the archival context of these texts, their prosopographical connections have been investigated very thoroughly. All these tablets were reportedly obtained by Læssøe while serving as epigrapher to the British excavations in Nimrud from 1956–1960 (for which, see Wiseman/Black 1996, v). The prosopographical data attested in all texts indeed suggest that they originate from the ancient city of Kalḫu.

Because of the prominent roles of Tartimanni and the scribe Zittāya in Texts 2 and 3a-b – two individuals that are well documented in materials from Kalḫu’s Review Palace (today more commonly known as Fort Shalmaneser) dating to the late 7th century BC – it is beyond doubt that these two debt notes originate from the very same context. Læssøe had donated another group of Neo-Assyrian documents to the University of Copenhagen (published by Fales 1987), and the prosopographical analysis of these texts demonstrates that they certainly come from Kalḫu, and more precisely from late-7th-century-BC archival contexts at Fort Shalmaneser. We can therefore assume that of the documents that remained in Læssøe’s private collection, at least Texts 2 and 3a-b had come into his possession in the same way and at the same time.

This is less certain for Text 1, which lacks the strong prosopographical connections with known materials, and moreover seems to date to the late 8th century BC. Nev-
ertheless, the fact that one of the debtors is called Inūr-ta-iqbi son of Šēp-Înûrta strongly suggests membership to a Kalḫu family with a particular reverence for the god Ninurta, master of one of the city’s most important sanctuaries. However, whether or not that text originated in Fort Shalmaneser or from elsewhere in Kalḫu must remain unclear at this point.

In addition to providing some more insight into the social networks at Kalḫu, the debt notes are of considerable interest to the legal historian as two of them contain a relatively rare clause that explicitly assigns joint responsibility to a group of co-debtors. With the last study published in 1994 and conflicting translations still circulating in the secondary literature, we therefore take the opportunity to discuss the clause on the basis of all known attestations, which originate in the central region (Assur, Kalḫu, and Nineveh) and also from Marqasu, a provincial capital in the north of the Assyrian Empire. The two new references from Læssøe’s collection provide welcome new information and substantially deepen our understanding of the joint responsibility clause and its use in Neo-Assyrian legal practice.

Text 1: Deed of a silver debt, likely from the reign of Sargon II

Inner tablet in landscape format, complete (38 × 23 × 18 mm) but damaged on the upper left corner of the reverse (presumably from the tool used for excavation). This indicates that the sealed clay envelope that would have originally encased this inner tablet had been removed already in antiquity, suggesting that the debt had been cancelled.

Obverse
1 ¹IGIN ₄-tû KŪ.BABBAR
2 ša ¹ḪÉ.NUN-a-a
3 ina IG1 ¹ša₁-dî-i₄-DINGIR³
4 A¹DINGIR-GIN-PAP
5 ina IG1 ¹MAŠ-iq-bi

Reverse
6 A¹GIR³-ŠMAŠ
7 inaḫnīKIN id-du-nu¹
8 [šu]m-[ma] lî-dî-[nu]

Lower edge
9 [x] GĪN KŪ.BABBAR šá¹ il[TI]-šá³ G[AL-BI]
10 [šá k]ar-rim-u-ni S[UL]-m-an
11 ḫaBARAG lim-mu šašá³-[maš-NIGIN]-ẖir¹
12 IG1 ¹na-ni-¹

Upper edge
13 IG1 ¹man-nu-ki-i-ar[ba-il]
14 IG1 ¹kar-[a]-l-a-a

Left edge
2: Although the sign nun (see below, line 14), most importantly the mention of a man called Karallāya preserved traces as well as prosopographical indications, of Sargon II (721–705 BC) can be justified on the basis of the tors for each other. The year date is only fragmentarily pre makes it clear that the two debtors were to act as guaran is present shall pay” (see below, line 10 and Appendix) the joint responsibility clause

3–4: Iadīˀ-il son of Ilu-kēnu-uṣur: While the West Semitic name Iadīˀ-il (“Known by god”) is well attested in Neo-Assyrian sources from the mid-8th century BC onwards (PNA 2/I, 486–487), none of the hitherto known twelve individuals are attested at Kalḫu, and none are known to be the son of a man bearing the Akkadian name Ilu-kēnu-uṣur (“O god, protect the true one!”). Five individuals with that name are attested in the known Neo-Assyrian sources, in addition to the name being featured in a list of specimen names (PNA 2/I, 530–531), but none of these persons are active in Kalḫu.

5–6: Inūrta-iqbi son of Šēp-Inūrta: The invocation of the god Ninurta, who had a major shrine in Kalḫu, in the Akkadian names of son and father suggests that we are dealing with a family from Kalḫu. Of the four individuals named Inūrta-iqbi (“Ninurta has commanded”) known from the extant Neo-Assyrian sources (PNA 2/I, 551–552), three are attested at Kalḫu, although none of these are described as the son of Šēp-Inūrta and none appear in texts that would have any other prosopographical connection to the present text. There are two known individuals called Šēp-Inūrta (“[I grasped] the feet of the god Ninurta”) and both are attested in Kalḫu in the second half of the 7th century BC (PNA 3/ II, 1259) in texts that have no other link to the present document.

10: kar-rim-u-ni stands for karimūni, and while this is the first attestation for this particular spelling, it is not unusual as it corresponds to Neo-Assyrian writing conventions. The clause ša karimūni is only used if two or more individuals jointly hold responsibility to secure an obligation. As the detailed analysis of Zaccagnini (1994, 30. 34–42) has shown, this is the Neo-Assyrian version of a joint responsibility clause that is also well attested in other legal traditions and needs to be understood as “He who is present” being required to fulfill the entire obligation on behalf of all debtors, or in some cases sureties (Assyrian urku). Because the volume of available attestations for the joint responsibility clause has substantially increased with the publication of the present texts from Kalḫu and two texts from Marqasu (Günbattı et al. 2020), and because the dictionaries and some prominent authors have offered a different translation, the clause will be discussed on the basis of all attestations in the appendix to the paper.

11: The date is slightly unusual in that no day date is given, although this is by no means uncommon (e. Radner 2015 for a legal document from Qalat-i Dinka in the Peshdar Plain, dated 725 BC; from Nineveh: SAA 6

Commentary

The two debtors Iadīˀ-il son of Ilu-kēnu-uṣur and Inūrta-iqbi son of Šēp-Inūrta owe 14,25 shekels of silver to Nuḫšāya. The debt note was recorded in the first month without mentioning a specific day date, and the debt was due in the sixth month of that same year. Interest was only to be charged if the debt had not been paid by that time. Because the volume of available attestations for the Neo-Assyrian version of a joint responsibility clause needs to be understood as “He who is present shall pay” (see below, line 10 and Appendix) makes it clear that the two debtors were to act as guarantors for each other. The year date is only fragmentarily preserved but a restoration as one of the eponyms of the reign of Sargon II (721–705 BC) can be justified on the basis of the preserved traces as well as prosopographical indications, most importantly the mention of a man called Karallāya (see below, line 14).
39, dated 694 BC; SAA 6 40, dated 693 BC; SAA 6 66, dated 688 BC; SAA 6 72, dated 685 BC; SAA 6 111, 203, 222 and 286, all dated 680 BC; SAA 6 247, dated 679 BC; SAA 14 98, 107 and 122, dated to various years in the reign of Assurbanipal; SAA 6 428 and 446, dated to the period after Assurbanipal’s reign). The name of the eponym is only partly preserved. That it begins with a divine element is certain (dingir), and that the next sign is gar is reasonably clear. As the remains of the final cuneiform character can be easily interpreted as the sign ūâr we propose identification with Šamaš-upaḫḫir, the governor of Habruri and eponym of the year 708 BC, and therefore read the broken name as ifisâ-[maš-nigin]-ḫîri3. Given that silver, rather than copper, is used as a currency, the document should date to the time after Sargon II’s conquest of Carchemish in 717 BC, which led to the change from copper to silver as the dominant currency across the regions of the Assyrian Empire (Müller 1997, 120; Radner 1999, 129. 139–140).

12: The name Nanî, of unknown meaning, is well attested in the Neo-Assyrian documentation and 56 individuals have been identified (PNA 2/II, 925–927), with eleven of these attested at Kalḫu from the late 9th century BC onwards to the end of the 7th century BC.

13: The Akkadian name Mannu-kī-Arbail (“Who is like Arbail?”) is another very well attested name, popular across the Assyrian Empire from the mid-8th century BC onwards, and 36 individuals have been identified in the extant documentation (PNA 2/II, 685–688), including six men active at Kalḫu. While several of these are dated to the reign of Sargon II, there is no obvious candidate for identification with our witness.

14: This is only the second attestation of the Akkadian name Karallāya, which means “Man from Karalla” and refers to the Western Iranian kingdom (Bagg 2020, 321–322) that is exclusively recorded in the sources pertaining to the reign of Sargon II, in his royal inscriptions (Frame 2020, 532 s. v.), in his state correspondence (SAA 15, 74. 75) and in the Assyrian Eponym Chronicle as campaign destination for the year 706 BC (Millard 1994). Also, the only known attestation of the personal name Karallâū, an officer in an administrative document of a military nature, dates to the late 8th century BC (PNA 2/I, 606). As Karalla was integrated into the Assyrian Empire by Sargon II and afterwards disappears from the extant sources, it is fairly unlikely that the name would be attested in a document from the late 7th century BC. It is possible, although in no way certain, that the witness Karallâya in the present document is to be identified with the officer Karallâya.

15: This is the first attestation for the name Anîsu, the reading of which seems reasonably certain. Ran Zadok (pers. comm.) kindly points out that, as homonymy between anthroponyms and toponyms is not uncommon, this personal name should be considered homonymous with the toponym Anîsu attested in archival texts from the reigns of Sargon II and Esarhaddon (umâ-î-ni-sû/umâ-î-ni-sû-us: Bagg 2020, 42–43, cf. Zadok 2002, 45: 3.7.2), denoting a city in the upper reaches of the Lower Zab that can be identified with the settlement mound of Qaladze (Radner 2016, 18). Perhaps it is not a coincidence that in our text, the individual called Anîsu is paired with a man named Karallāiu, as both toponyms refer to locales in the Zagros mountains.
Text 2: Deed of a silver debt from the reign of Sîn-šarru-iškun

Inner tablet in landscape format, completely preserved (32 × 27 × 17 mm) apart from damage on the right side of the bottom edge. Parts of the clay envelope still stick to the tablet (as indicated in the hand copy) and therefore obscure parts of lines 3 and 4.

Obverse
1 ½ MA.NA KÛ.BABBAR
2 Ša 4.PAP-bu-u
3 ina ša-[mar–‑]uatu
4 DUMU [lib]-[ut]-tu
5 ina pu-u-[h][i] [i]-tiš[i]

Lower edge
6 ½ gín šá ITI-š[u]
7 GAL-bi #AP[IN]

Reverse
8 U₄–20–KÂM lîm-mu
9 ḠAṣ-sur–KUR–LÂ
10 1.GI2ARAD[‑][M]AS[č]
11 1.GI1at-tu-na[a‑‑a]
12 1.GI1sa-ši‑‑i

Upper edge
13 1.GI1GÎRUL‑U.GUR

Left edge
14 1.GI1HA.LA‑‑a‑‑a
15 A.BA

1–2 Half a mina of silver belonging to Aḫ-abû, 3–4 at the disposal of Amar-Šamaš son of Liblûṭ.
5 He took (it) as a loan. 6–7 It will increase by half a shekel per month.
7–9 20th day of the month of Araḫṣa[mna] (VIII), eponym year of Aššur-mātu-taqquin.
10–15 Witnesses: Urdu-[In]ûrta, Atunâyû, Sa’il[i], Šēp-N[er]gal, Zittâya, the scribe.

Commentary

Because of the mention of the scribe Zittâya and some other prosopographical links detailed in the following, there can be no reasonable doubt that this silver debt note originated in Kalḫu, and specifically Fort Shalmaneser. The legal matter documented here is very straightforward, also because there is only one creditor and one debtor. Thirty shekels of silver have been taken as a loan and on that sum, an interest of 0.5 shekels is charged monthly. For the clause ina pûḫi našû in debt notes as an indication of a true loan (rather than a debt resulting from some other obligation), see Postgate (1976, 37); Radner (2001, 265–266). While its interpretation is plausible in terms of semantics and attested contexts, it remains a hypothesis that is not entirely beyond doubt. This clause is also attested in Text 3.
2: The name Ḍḥ-abū (“His father’s brother”) is very common, with at least 28 individuals identified and the name also featuring in a list of specimen names (PNA 1/I, 57–58). Four men bearing this name are active at Kalḫu, and of these, one individual is attested in the reign of Sîn-šarru-iškun (no. 24), making him a potential candidate for identification with the man in our present text although there are no other prosopographical links between these two texts.

3: Although a number of parallel names (namely Amar-Aššur, Amar-ili, Amar-Issār and Amar-Marduk, see PNA 1/I, 98) are known, this seems to be the first attestation for the Akkadian name Amar-Šamaš (“Chosen of the god Šamaš”) from the Neo-Assyrian documentation (cf. also Baker 2018a).

4: Despite being quite damaged, the spelling ḫ-li-b-]<u]-ṭ-u-[u] seems reasonably certain. This seems to be a variant spelling for the Akkadian name Libluṭ (“May he live!”), attested for eight individuals from the extant Neo-Assyrian documentation (PNA 2/II, 661), although none of these are from Kalḫu.

9: Aššūr-mātu-taqqin, the governor of Upummu, served as eponym during the reign of Sîn-šarru-iškun (627–612 BC); see PNA 1/I, 196 (no. 14).

10: A relatively frequent Akkadian name, nine individuals called Urdu-Inūrta (“Servant of the god Ninurta”) are attested in the extant Neo-Assyrian documentation (PNA 3/II, 1404), including one individual from Kalḫu (no. 5) who, however, does not seem to be identical with our first witness.

11: This is only the second attestation for the Akkadian name Atunāya (“Man from Atuna”). The other individual is a dependent gardener from Izalla as attested in an administrative document from the reign of Assurbanipal (PNA 1/I, 237) and certainly has no connection to the present person. Atuna is a city in Tabal and is usually identified with the archaeological site of Zeyve Hüyük near the village of Pursuk in the Niğde Province in southeastern Turkey (Bagg 2007, 35–36).

12: As the last sign of the name is lost, we cannot know whether this represents another attestation for the common West-Semitic name Saˀīlu (PNA 3/I, 1063–1064) or the less common variant Saˀīli (PNA 3/I, 1063). As the sole individual known by this name is attested in a contract from Fort Shalmaneser (CTN 3, 73, with a fragment of its envelope given to the university of Copenhagen by Læssøe and published by Fales 1987, no. 5), it is most likely that this is who is attested here and the line has been restored according to the spelling attested in these texts as ḫ-sa-il-[li]. The fact that also Zittāya (here: line 14) is mentioned in that contract further strengthens the restoration.

13: Only one other attestation for the Akkadian name Šêp-Nergal (“I grasped the feet of the god Nergal”) is known and as it is from a text from Fort Shalmaneser, it is entirely possible that this is the same person – despite the fact that the small fragment of the conveyance document CTN 3, 69 has been tentatively dated to “possibly 8th century” BC (PNA 3/II, 1261), as this is by no means certain.

14: The scribe Zittāya, whose Akkadian name means “My share” (PNA 3/II, 1447), is likely also attested as the creditor in Text 3 (see also there). This person is recorded in a number of texts from Fort Shalmaneser in Kalḫu (no. 2), and otherwise there is only one other known individual with that name. In CTN 3, 61, the present Zittāya, identified as a scribe, appears together with his co-debtor Rēmūt-ilāni (here: line 4). He is typically mentioned in the context of the activities of the palace manager or the harem manageress. With Saˀīli (here: line 12), he appears in CTN 3, 73.
Text 3: Deed of a silver debt with joint responsibility from the post-canonical eponym year of Sîn-šarrûssu-ka’î’in

Text 3a: Partially preserved clay envelope (33 × 48 × 27 mm), inscribed in landscape format and sealed on the obverse with one poorly preserved seal impression.

Upper edge
1. na.KIŠIB 1’ar-ša-su-ik-kiš-NEŠ 
2. na.KIŠI.B 2‘UTU-ši-šu-ša-na-apin-eš 
3. na.KIŠIB 3GIRIII-da-MAŠ: 4m[an-n][u-1]5

Obverse
4. :11rem1-ut-DINGIRme1 5DAŠ-ti-i 
5. :11man-NU-kiš-UTU 
6. :11EN-šu-bal-lit 
7. 1 MA.NA KU. BABBAR LUH-šu

Stamp seal impression
8. ša 15 ša arba-il 
9. ša ‘zi-ta-a-a 
10. ina 1IGI1-šu-nu ina pu-ḫi 

Reverse (next to stamp seal impression)
20. ša kar-šu-ša-ni 
21. KUB.BABBAR ū-šal-[lam]
1: The first and therefore most prominent of the nine debtors is certainly to be identified with the palace official Tartīmanni, whose Akkadian name means “You have had mercy on me” (PNA 3/III, 1319), who is attested in a range of documents from various archival contexts at Fort Shalmaneser, and is relatively likely that all references concern just one individual, to be identified with the present Šēp-Inúrta. The sale text CTN 3, 54 features Šēp-Inúrta together with Inúrtî (here: line 4) and Mannu-ki-Adad as sellers while Šalmu-šarri-iqbi son of Šēp-Inúrta is the guarantor in CTN 3, 60, with Inúrtî serving as a witness and Dūr-lúgal – 73). The debt note CTN 3, 40 in which he acts as witness for the palace manageress Attar-palṭi offers several possible prosopographical links to the present document: the creditor is the son of one Mannu-ki-Issār who may well be identical to the eponymous man attested in this text as one of Tartīmanni’s co-debtors (here: line 3, on the inner tablet, line 3); and the witness Aḥu-dūri may be identical with a witness in the present text (line 18). For an overview of the palace managers serving at Kalḫu, see Dalley/Postgate (1984, 6) and for a detailed discussion of the office, see Groß (2020, 50).

1: The only hitherto known individual with the Akkadian name Šamaš-šī’i “Seek the god Šamaš!” (PNA 3/III, 1213) is attested in a slave sale from the late reign of Assurbanipal from the citadel mound of Kalḫu (CTN 6, 70) as a door keeper who is the father of two of the witnesses to this transaction, namely Urbu-Šebetti and possibly Šēp-Nabû-aṣbat. Although it is certainly possible, there is no strong reason to assume identity with the person attested in the present text, especially as the archival contexts are very different. – The Akkadian name Bānītu-têres (eponym year of Sîn-šarrûšu-kaʾīn).

2: The creditor Zittāya appears to act as an intermediary for the temple but beyond that, our understanding of the connection remains vague. Two sets of witnesses to this transaction, namely Urbu-Šebetti and possibly Šēp-Nabû-aṣbat. Although it is certainly possible, there is no strong reason to assume identity with the person attested in the present text, especially as the archival contexts are very different. – The Akkadian name Bānītu-têres (eponym year of Sîn-šarrûšu-kaʾīn).
nu-ki-Issār (“Who is like the goddess Ištart?”) is well attested, with 14 individual persons identified (PNA 2/II, 691–692). In the texts from Fort Shalmaneser, he appears not only as the father of Dūr-mākî-Enūrta, as just discussed, but also of Bāssī in CTN 3, 40, which also features Tartīmanni (here: line 1). It is perfectly possible that all references, including the present one, refer to the same man.

With nine identified individuals, the Akkadian name Rēmū-tillānī (“Gift of the gods”) is relatively well attested (PNA 3/I, 1046), and three of these are active in Kalḫu. One of these (no. 7) acted as a witness together with Zittāya (here: line 9) in CTN 3, 61 from Fort Shalmaneser, and this individual is very likely identical with the man attested in the present text.

– Also nine individuals named Inūrtī (or Nurṭī), an abbreviation derived from a name with the divine element Ninurta (PNA 2/I, 558–559), have been identified in the Neo-Assyrian documentation, with four known from Kalḫu. Due to multiple prosopographical links (discussed in line 3), one of these (no. 6, attested in CTN 3, 52, 54, 60, and 63) is certainly to be identified with the person in the present text.

Of the three identified individual bearing the Akkadian name Mannu-ki-Šamaš (“Who is like the god Šamaš?”), two are from Kalḫu (PNA 2/II, 697). The man attested with Tartīmanni (here: line 1) and Aḫu-dūrī (here: line 18) in CTN 3, 30 is certainly to be identified with the individual in the present text.

This appears to be the first attestation of the Akkadian name Bēl-uballiṭ (“The god Bel has kept alive”) in the Neo-Assyrian documentation although parallel formations are frequent, e.g. Aššur-uballiṭ (PNA 1/I, 227–228) and Šamaš-uballiṭ (PNA 3/II, 1219–1220).

The silver owed here is qualified as lūḫ-ḫa = masiu, which literally means “washed” and denotes a type of refined silver (as discussed by Radner 1999b, 132–133). This is a new reference to be added to the relatively limited number of attestations for “washed silver” outside of the penalty clauses in conveyance documents. At Kalḫu, “washed silver” is otherwise attested as the object of a debt only in CTN 3, 37 and the still-unpublished document ND 2338 (see Radner 1999b, 132 n. 45).

The creditor Zittāya is very likely the same individual as the scribe in Text 2 (see there for discussion).

12: For the phrase ana kaqqad urḫi “at the beginning of the month”, cf. SAA 10, 43: 16. r. 2 (SA. DI ITI); SAA 10 52: 16 (SA. DI ITI); SAA 13 19: 6 TA*S (SA. DI ITI).

16: This is only the second attestation for the eponym year of Sin-šarrūssu-ka’īn (“O Sin, establish his king-
Text 3b: Complete inner tablet in landscape format (38 × 25 × 18 mm), with the upper part of the obverse badly damaged. Originally enclosed by a clay envelope (= Text 3a).

Upper edge
1 KÜ.BABBAB šá 15 šá arba-il
Obverse
2 | 1 MA.NA KÜ.BABBAB šá IJA.LA-a-a
3 | ina [1][GI] [ti] [tarr]-[ti]-[man-ni]
4 | ina [1][GI] [ti]-[di]-[tu]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[š]-[sh]
Appendix: The joint responsibility clause (Karen Radner)

The Neo-Assyrian joint responsibility clause, as Carlo Zaccagnini (1994, 30) called it, is here attested in Text 1 and Text 3a, as well as in another two texts from Kalḫu (CTN 3, 41; ND 2334 = Postgate 1976, no. 33). It is also part of two documents from Nineveh (SAA 14, 160. 161) and three from Assur (Fales/Jakob-Rost 1991, no. 64; Ahmad 1996, no. 17; SAA 14, 163 – attributed to this city because of prosopographical links). Most recently, two attestations from Marqasu (modern Kahramanmaraş) were published (Günbattı et al. 2020, nos. 24. 26) that demonstrate that the clause was used beyond the central region of the Assyrian Empire.

The clause uses a stative form of karāmu in a subordinate clause (ša karimūni/karmūni), and the ways in which this phrase has been translated differ considerably although Zaccagnini has demonstrated beyond reasonable doubt that the translation “He who is late/latest”, as championed by Postgate (1976, 46), is not correct. This is also how the phrase was rendered by Dalley/Postgate (1984) in their edition of CTN 3, 41, by Fales/Jakob-Rost 1991 (text no. 64) and by Ahmad 1996 (text no. 17). This interpretation was also promoted by the dictionaries (CAD K, 201a s.v. karāma A c; AHW. 446b, s.v. karāmu G 2), where the phrase is moreover wrongly associated with the object of the debt. However, Zaccagnini (1994, 29–30) was able to show unequivocally that the Neo-Assyrian phrase ša karimūni/karmūni corresponds to the phrase mn qrb “whoever is present” in the Aramaic legal documents of the Neo-Assyrian period, which in turn matches the legal phraseology used in the Babylonian documentation of the first millennium BC (ša gerub/gerbu: Zaccagnini 1994, 29 n. 46). Instead of assigning the phrase ša karimūni/karmūni to the verb karāmu “to hinder, to slow down”, it must be attributed to the homonymous verb karāmu B “to pile up, to store, to keep” (to use CAD’s translations), with the stative form meaning “to be piled up” > “to be present”.

Given that the material has grown considerably in the decades since Zaccagnini published his analysis, it is worthwhile to present all known Neo-Assyrian attestations of the phrase. Whereas Zaccagnini discussed “joint responsibility in barley loans of the Neo-Assyrian period” (so the title of his paper), the clause is in fact used in the Neo-Assyrian legal documentation in all sorts of contexts when two or more individuals jointly hold responsibility for securing an obligation. At present, it is attested in ten texts documenting debts over silver (7×, two of which are commercial debts), barley (2×) and the “remainder of the accounts” (1×), as well as in a sale contract for a woman who is acquired as a wife amidst a tangled legal and economic context.

In the following, the attestations are listed in a chronologically arranged sequence, with post-canonical eponyms listed in alphabetical order. Ten of the eleven known references, and therefore the vast majority of attestations, date to the period after the reign of Assurbanipal, which is reflective more generally of the mechanisms determining the survival of debt notes (constituting ten of the eleven known references). Although the inner tablets of contracts for repaid debts could certainly be kept in an archive on occasion (e.g. Text 1, which was definitely found without an envelope; see commentary there), most surviving debt notes concern outstanding debts that had not been cancelled at the time their archival contexts came to an end. Often, these documents are therefore found with the inner tablet still encased by the clay envelope (e.g. Text 3a-b) or at least associated with fragments of the cracked case (e.g. Text 2, with parts of the envelope sticking to the inner tablet). This type of text therefore tends to date to the final decades of the Assyrian Empire. That one example, our new Text 1, dates to the late 8th century BC illustrates, however, that this should not be taken as an indication that the clause was an innovation of the late 7th century BC.

The case of our new Text 3a-b is particularly instructive, as only the envelope includes the joint responsibility clause, and clearly as a kind of afterthought as it was squeezed into the space next to the sealing, which typically remains uninscribed. Were only the inner tablet at our disposal, we would not know that this specific debt had been secured with the joint responsibility clause. Of the eleven documents listed below, only three are inner tablets whereas six are envelopes. One text is a triangular docket (a particular format type, on which see most recently Radner 2021, 169–172), and the last is a conveyance document and hence a single large tablet inscribed in portrait format. Highlighting the specific context in which the eleven known attestations occur on the surviving texts calls to attention that whenever a debt was incurred by more than one debtor, considerations regarding the joint responsibility of these co-debtors would arguably have played a central role in the way the debt was secured – even if the clause is not preserved on the extant documents.

A. Silver debts:

A.1: Text 1: 10 (inner tablet): [ša k]ar-rim-u-ni š[u]m-an “[He who is p]resent shall p[ay]”. Silver debt with two debtors who are the subjects of the clause. Kalḫu, probably 708 BC.

A.2: Text 3a: 20–21 (envelope): šá kar-lm-l-un-ni k[ū. b]a[b]bar ū-ša-l-[lam] “He who is present shall pay the
silver in full." Silver debt with nine debtors who are the subjects of the clause. Kalḫu, post-canonical eponym year of Aššur-mātu-taqqin.

A.3: CTN 3, 41 rev. 4–5 (envelope): man-nu šá kar-mu-ḫu-ni KŪ.BABBAR SUM-an “Whoever is present shall pay the silver.” Silver debt with two debtors who are the subjects of the clause. Kalḫu, post-canonical eponym year of Aššur-mātu-taqqin.

A.4: Fales/Jakob-Rost 1991, no. 64 left edge 1–2 (envelope): ša kar-me-u-ḫu-ni SUM-an “He who is present shall pay.” Commercial silver debt with two debtors who are the subjects of the clause. Kalḫu, post-canonical eponym year of Bēl-ahu-uṣur.

A.5: SAA 14, 163 rev. 11–13 (envelope): ša kar-mu-ḫu-ni ú-šal-ḫu “He who is present shall pay in full.” Silver debt with a field placed as a pledge and two debtors who are the subjects of the clause. Assur, post-canonical eponym year of Bēl-ahu-uṣur.

A.6: Ahmad 1996, no. 17: 10 (envelope): ša kar-mu-ḫu-ni KŪ.BABBAR SUM-ni “He who is present shall pay the silver.” Commercial silver debt with two debtors (identified as EN–KASKAL, for which see Radner 1999a, 109–119) who are the subjects of the clause. Assur, post-canonical eponym year of Šamaš-šarru-ibni.

A.7: Günbattı et al. 2020, no. 24: 7–9 (inner tablet): ina 3-sī-šī i-GAL ša kar-mu-ḫu-ni ta ū-gar-ru “It shall increase by one-third, (payable by) whoever is present at the irrigated field.” Silver debt with two debtors who are the subjects of the clause. Marqasu, dated to “the year after the eponym year of Aššur-šarru-uṣur”, a post-canonical eponym.

B. Barley debts:

B.2: Günbattı et al. 2020, no. 26: 9–11 (envelope): ina ad-rī ša kar-mu-ḫu-ni SUM-an “He who is present at the threshing floor will pay.” Barley debt with two debtors who are the subjects of the clause. Marqasu, dated to “the year when the Egyptian and the country of Que were captured.”

C. Debt concerning open accounts:
C.1: SAA 14, 160 rev. 4 (inner tablet): ša kar-mu-ḫu-ni NĪG. ŠIN₂₃ 수도 an-nu-te ū-šal-lam “[He who is present shall pay these accounts in full.” Debt over the “remainder of the accounts” owed, secured by three guarantors (EN–ŠU₂₃수가), who are the subjects of the clause. Nineveh, post-canonical eponym year of Šin-šarru-uṣur.

D. Suretyship against possible claims arising from “fine, theft or debts” concerning a woman:
D.1: SAA 14, 161 rev. 14 (tablet in portrait format): ša kar-me-u-ḫu-ni šu-ú li-gur-ku-ū “He who is present is the surety.” Guarantee against a woman that had been acquired as a wife being affected by claims arising from “fine, theft or debts”, secured by three sureties (li-gur-ku-ū, see Villard 2000, 181; Faist 2012, 214–216), who are the subjects of the clause. Nineveh, post-canonical eponym year of Aššur-mātu-taqqin.

Abbreviations

CTN 3 = Dalley/Postgate 1984
CTN 6 = Herbordt et al. 2019
PNA 1/I = Radner (ed.) 1998
PNA 1/II = Radner (ed.) 1999
PNA 2/I = Baker (ed.) 2000
PNA 2/II = Baker (ed.) 2001
PNA 3/I = Baker (ed.) 2002
PNA 3/II = Baker (ed.) 2011
SAA 6 = Kwasman/Parpola 1991
SAA 10 = Parpola 1993
SAA 13 = Cole/Machinist 1998
SAA 14 = Mattila
SAA 15 = Fuchs/Parpola 2001

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