

CEREMONIAL TRANSFERS OF REAL ESTATE AT EMAR AND ELSEWHERE

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Among the characteristic features displayed by the Emar texts in matters related to the institutional, juridical and socio-economic spheres, real estate ownership and its modes of transfer show interesting traits. Some of them are shared with contemporary archival evidence from upper Mesopotamia and northern Syria (esp. Nuzi, Alalah IV, Ugarit), others evoke much older parallels that go back to early II millennium and Old Babylonian Syria (Mari, Alalah VII) and even to III millennium Mesopotamia (Fara, pre-Sargonic and Akkadian documents)¹.

Needless to say, we are now in a very preliminary stage of historical "deciphering" of the Emar corpus, also because several philological uncertainties in more than a case still hamper a full understanding of the documents in general and in points of detail. In the light of what shall be discussed in this note, mention must be made of the accurate and penetrant study of W.F. Leemans²; a selection of related arguments has been dealt with in a recent note of mine³. More studies are certainly to be expected and welcomed, in consideration of the promising richness and complexity of the

¹ This article is a product of the research project "Production and exchange in the ancient Near East" which I coordinate and direct at the Department of ancient history of the University of Bologna, with the financial support of the Italian Ministry for the University and Research. The Emar project, which is a major chapter of the above research, started four years ago and includes F.M. Fales and his collaborators at the University of Padua as well as myself and my collaborators at the University of Bologna. A complete computerization of all the published Emar texts has been carried out by Mr. Stefano Bassetti (Bologna) with the aid of various computer programs elaborated by F.M. Fales: copies of this work have been handed over to some foreign colleagues that are presently also involved in the field of Emar studies. Various articles written by F.M. Fales and myself are in press.

² *Aperçu sur les textes juridiques d'Emar*: JESHO, 31 (1988), pp. 207-242.

³ *War and Famine at Emar*, paper presented at the Congress "Šulmu IV" Poznań, September 1989, in print.

Emar evidence⁴. The observations that follow intend to offer a preliminary framework for more exhaustive treatments to come.

Roughly speaking, real estate ownership at Emar shows a remarkable variety of title holders: the king and members of his family, the city itself⁵, extended family groups⁶ and single individuals. A detailed commentary upon this multi-varied scenery is beyond the scope of the present note: suffice it to recall that the texts from Alalah (esp. level VII), Nuzi and Ugarit offer valuable comparative material to the Emar evidence. Incidentally, I mention here the extremely delicate problem of land ownership/tenure subject to *ilku*-duties, also if the matter still looks considerably obscure. Starting with the very preliminary remarks of Arnaud⁷, interesting comments have been formulated by Leemans⁸ and detailed criticism was then expressed by Durand⁹. In my opinion, the following points should be preliminarily stressed: in the whole corpus of the Emar texts there is not a single occurrence of the term *ilku*¹⁰; on the other hand, from the hittite letter Msk. 73.1097 sent from the Sun to an otherwise unknown Emar/Hittite official (?)¹¹ we learn of corvée duties (the well-known *šahhan*- and *luzzi*-) that could be imposed on real estate tenures: the case dealt with concerns a house and a vineyard that had been originally assigned to an Emar diviner. The man complains that the above official intends to take this real estate away from him in order to give it to another person; furthermore, he reports that he had been obliged to perform corvée duties in spite of the fact that these real estates were free from any fiscal burden.

This isolated occurrence, in a totally different kind of textual documentation (viz. a letter written in Hittite), may nevertheless suggest that tributary

⁴ See most recently the first instalment of the impressive review by J.-M. Durand: RA, 83 (1989 [=1990]), pp. 163-191, where the first 84 texts of the monumental edition of D. Arnaud, *Recherches au pays d'Aštata. Emar VI.1-2-3*, Paris 1985-1986 are analysed in great detail.

⁵ In the terminology of the texts, mention is made to (the temple of) Ninurta and the city elders, for which see the remarks of Leemans: JESHO, 31 (1988), pp. 215-217, 221 and the additional comments of Durand: RA, 83 (1989), p. 170 n. 23.

⁶ See the frequent occurrences of real estates belonging to "the sons of PN".

⁷ *Humbles et superbes à Emar (Syrie) à la fin de l'âge du Bronze récent: Studies H. Cazelles*, Neukirchen-Vluyn 1981, pp. 1-2 n. 2.

⁸ JESHO, 31 (1988), pp. 214 and 221.

⁹ RA, 83 (1989), p. 168.

¹⁰ I share Durand's observations concerning text n. 1: 1 and 10, where the restoration *ilku* looks improbable.

¹¹ Photo and translation: E. Laroche: D. Beyer (ed.), *Meskéné-Emar. Dix Ans de travaux 1972-1982*, Paris 1982, p. 54; see now transliteration and translation in A. Hagenbuchner, *Die Korrespondenz der Hethiter*, 2, Heidelberg 1989, pp. 40-44, n. 23.

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encumbrances were a fairly common feature of the Emar land ownership and tenure, also if we lack any explicit evidence from the "juridical" texts written in Akkadian: the bearing of comparable textual material stemming from other Late Bronze Age archives seems cogent¹². Attention should also be called to the occurrences of "crimes, misdeeds" (*hiṭu*) against the Lord (i.e. the king of Emar, rather than the Hittite overlord) as a consequence of which tenants of real estate were dispossessed of their tenures¹³: it is highly probable that these "crimes" consisted in withholding corvée performances, or something of the like, that were due to the central administration as a counterpart to the usufruct of the real estates. The most compelling parallel to such a practice is offered by some texts from Ugarit where *nayyālu*, i.e. defaultant holders, are deprived of real estates that had been granted to them by the royal administration¹⁴. The evidence pertaining to the *nayyālu* has been recently invoked also by Durand¹⁵ who seems however reluctant to attribute to the term the precise meaning of "(tributary) defaultant person". It should further be noted that these "crimes" never concern plots of land--which is what one would reasonably expect¹⁶--but only houses and vineyards.

The numerous deeds of sale preserved in the Emar archives reflect the multi-varied picture of real estate ownership, as briefly hinted at before: in the following I shall concentrate on a few contracts that exhibit a series of peculiar clauses that are not to be found in contemporary Syro-Mesopotamian archives but whose antecedents can be traced back in a much earlier evidence.

¹² Basic bibliographic references include C. Zaccagnini, *Land Tenure and Transfer of Land at Nuzi (XV-XIV Century B.C.)*: T. Khalidi (ed.), *Land Tenure and Social Transformation in the Middle East*, Beirut 1984, pp. 79-94; id., *Proprietà fondiaria e dipendenza rurale nella Mesopotamia settentrionale (XV-XIV secolo a.C.)*: "Studi storici", 25 (1984), pp. 697-723; J.N. Postgate, *Ilku and Land Tenure in the Middle Assyrian Kingdom--a Second Attempt: Studies I.M. Diakonoff*, Warminster 1982, pp. 304-313; M. Heltzer, *The Rural Community in Ancient Ugarit*, Wiesbaden 1976; id., *The Internal Organization of the Kingdom of Ugarit*, Wiesbaden 1982; M. Liverani, *Ras Shamra, II, Histoire: Supplément au Dictionnaire de la Bible*, Paris 1979, esp. cols. 1333-1334; C. Zaccagnini, *Modo di produzione asiatico e Vicino Oriente antico. Appunti per una discussione*: "Dialoghi di Archeologia", NS 3/3 (1981), esp. pp. 39-55 (now available in English translation in *Production and Consumption in the Ancient Near East*, Budapest 1989, pp. 56-81).

¹³ See e.g. nos. 1, 11, 144; cfr. nos. 154, 197.

¹⁴ Cf. Heltzer, *Rural Community*, pp. 52-57; id., *Internal Organization*, pp. 19-22; Liverani, *Ras Shamra*, cols. 1343-1344.

¹⁵ RA, 83 (1989), p. 168.

¹⁶ See above all the compact mass of the Nuzi evidence for which cf. Zaccagnini: "Studi storici", 25 (1984), esp. p. 718.

Before entering into details, I must point out that we have unquestionable evidence at Emar of sales--both of young family members and of real estate--that are carried out because of serious economic difficulties¹⁷. On the other hand, from a number of transactions concluded between private parties we get the impression of remarkably "archaic" social and family structures. Particularly important in this context is the qualification "alien" (*nikaru*) which is referred to the buyer in some real estate acts of sale where the purchaser is a natural brother or a relative of the seller¹⁸. It goes without saying that this is a revealing symptom of very strong kinship ties which exert considerable influence on the juridical practices of the extended family groups¹⁹: this terminological fiction has a precise counterpart in the opposite procedural device by means of which an alien buyer is qualified as "son" (or as "brother") of the seller, with the effect that the sale is formally considered as a *pre-mortem* inheritance, whereby the purchaser receives a "share" of the household patrimony. The massive evidence from Nuzi, with its hundreds of "sale-adoptions", and to a certain extent also from Ugarit, has sufficiently cleared the true significance of this widespread practice. A closely similar case is shown by some land sales at Mari²⁰, where a multitude of clan / extended family members, among which many "brothers"--all holding title to the real estate property--jointly sell their land to a private individual who is fictitiously inglobed within the family group and is qualified as "brother".

Let us now focus our attention onto the documents that record sales of real estate whose stipulation is marked and sanctioned by a special ceremonial procedure. In three instances the object of the sale is a house²¹; in four instances²² what is sold is an otherwise unknown *ki-ir-ši-tu₄* (thus in Arnaud's transliteration), for which the same Arnaud proposes the meaning "shed, store", or something of the like ("cabanon"); this term shall be discussed

¹⁷ Cf. the article quoted in n. 3.

¹⁸ Nos. 80: 13; 120: 3; 225: 4, 12, 16; cf. 20: 13; 128: 16.

¹⁹ From this crucial viewpoint, the Emar scenery is only faintly paralleled by other Late Bronze Age corpuses of textual evidence. It is to be regretted that, aside from the isolated Old Babylonian letter n. 536, we do not have materials from earlier periods which could have greatly helped to attain a better reconstruction of the final stages of the city life.

²⁰ See in particular ARM VIII 11, collated by J.-M. Durand: MARI, 1 (1982), pp. 98-99 and D. Charpin: MARI, 2 (1983), p. 63, and commented upon by M. Liverani, *Communautés rurales dans la Syrie du II^e millénaire a. C.: Les communautés rurales. 2- Antiquité*, Paris 1983, pp. 158-159.

²¹ Nos. 20 ("a house with its stone foundations"); 111; ME 104: D. Arnaud: "Aula Orientalis", 5 (1987), n. 4.

²² Nos. 109; 110; 130; 171.

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in detail later on: here I anticipate that both the transliteration and the translation of the word are not convincing²³: in my opinion we have to do with "unbuilt plots of land", exactly as is the case of Nuzian *qaqqaru paiḫu*, to quote the closest comparative evidence at hand. Besides the usual description of the real estate and the specification of the amount of silver which is paid by the purchaser, the main features of these acts of sale are: the breaking of a loaf (NINDA *hūgu kasip*)²⁴, the anointment of the table (GIŠ.BANŠUR Ì.GIŠ *pašiš*), the handing over (*nadānu*) (to the purchaser) of the *KuPuru* (see below) of the real estate which is sold, the collection (*maḫāru*) of one silver shekel by the "brothers" (of the selling party). It is further to be noticed that six out of seven contracts are dated with a year formula--a highly remarkable feature which bespeaks the peculiarity of these deeds of sale²⁵; the penalty clause foresees the payment of 1,000 shekels of silver to the city (or to the god Ninurta) and of 1,000 shekels of silver to the "brothers"²⁶.

These formal procedures deserve some comment. The breaking of the loaves and the anointment of the table are obviously related to a ceremonial meal which was arranged upon the conclusion of the act of sale. The payment of one shekel of silver to the "brothers" must be considered as a symbolic contribution to members of the family group that for some reason were institutionally involved in the real estate transaction. We are not told what is the juridical/customary ground for such standardized contributions: in these contracts the vendor is always one single person (that cashes the purchase price of the real estate) and not a plurality of joint-owners: it is then quite reasonable to surmise that the "brothers" are members of the (nuclear or extended) family who might be entitled to raise inheritance or pre-emption rights against the seller.

Much more problematic is the interpretation of the clause concerning the handing over of the *KuPuru*. In nos. 109: 19-20, 110: 25, 111: 22, 130: 18, 171: 17 we are told that the *KuPuru* of the real estate have been given (*nadnū*); in n. 20: 20-22 the clause is differently formulated: ²⁰1 SU *qa-bu-ra* ²¹ša É-ti LÚ.MEŠ *aḫ-ḫi-a* ²²*ma-aḫ-ru*, and similarly in ME 104 (= n. 4): 22: 1 SU *ku-bu-ru* É LÚ.MEŠ *aḫ-ḫe ma-aḫ-ru*. To all appearances in the latter cases we have a

²³ See also Durand's remarks in RA, 83 (1989), p. 173 n. 34.

²⁴ The term *hūgu* is already attested at Mari: cf. ARM XII, pp. 9-10, also quoted in AHW, p. 1562a.

²⁵ Date formulas normally do not occur in Emar sale contracts: an exception is represented by the standard expression "the year of the famine and the war" which I discussed in the article quoted above n. 3.

²⁶ In n. 109 and in ME 104 the respective amounts are set at 200 shekels; in n. 171 the relevant passage is broken.

conflation of the two formulas, i.e. the silver shekel which is received (*maḥru*) from the brothers and the *KuPuru* of the real estate which are given (*nadnū*) to the purchaser²⁷.

The term *K/G/QuP/Buru* is totally obscure. In a very tortuous and difficult-to-follow argument Arnaud²⁸ discusses two occurrences of the word. The former is from a still unpublished testament some excerpts of which are given in translation: the relevant passage is: "Mes frères ne devront pas revendiquer contre mes fils à propos de mon trésor de ces tablettes. S'ils revendiquent, qu'ils jurent par mon *ku-bu-ri*; ainsi ils auront des droits sur ce trésor". Arnaud's hesitant and, as far as I understand, contradictory conclusion is to read *quburu* and to translate "tombe"²⁹. Notice that the Ugaritic occurrence of a $\dot{E}-tu_4 : Ku-Pu-ri$ ³⁰, that has been recently interpreted as "burial ground"³¹ has been questioned by Arnaud³² whose alternative proposal is to see a "transcription ou écho plus lointain" of Middle Assyrian *gipāru* "granary (?)". The second occurrence is provided by a text originally published by M. Sigrist³³ and then included in the lot of documents edited by Arnaud³⁴. This document records a division of property among two brothers: each of them takes half share of two houses but the first born ¹¹*ki-me-e GAL Ku-Pu-ra i-šu* (the line was misunderstood by Sigrist). Arnaud³⁵ interprets *Ku-Pu-ra* either as a gloss to *GAL* or as "a local term" meaning something like "preferential share" (in any case, *KBR and not *QBR).

It is my impression that any interpretation of this term and--what matters more--of the standard clause in which it is used cannot be drawn from dubious

²⁷ I do not fully understand the meaning of these expressions: are we to understand that no *KuPuru* are handed over to the purchaser and that the silver shekel--which is in any case due to the brothers--inglobes also the other remittance? Arnaud's translation, in either case, is "un sicle lourd [sic] de la maison les frères ont reçu"; Durand: RA, 83 (1989), p. 177 translates: "un sicle lourd représente la tombe [scil. *qubūru*] (ou: les deux tombes)": cf. below, n. 50.

²⁸ AEPHE, Ve sect., 93 (1984-85), pp. 202-206.

²⁹ *Ibid.*, p. 204: "La traduction de ce *kuburū* par 'tombe', nous avons déjà dit ici-même pourquoi, est impossible sur l'Euphrate" and, a few lines after: "L'hypothèse minimale, choisir *quburu*, 'tombe' du sémitique commun, rendrait assez bien compte du contexte".

³⁰ PRU III, pp. 51-52: 8, 18.

³¹ J. Huehnergard, *Ugaritic Vocabulary in Syllabic Transcription*, Atlanta 1987, p. 172 (*QBR); previously CAD Q, p. 293b; contra J. Nougayrol, PRU III, pp. 51-52: "maison forte(?)".

³² AEPHE, Ve sect., 93 (1984-85), p. 204.

³³ JCS, 34 (1982), pp. 242-246, 248-250.

³⁴ ME 125: "Aula Orientalis", 5 (1987), n. 16.

³⁵ RA, 83 (1989), p. 206 and cf. "Aula Orientalis", 5 (1987), p. 239.

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and non-illuminating etymological hypotheses (K/G/Q-P/B-R; Akkadian/West Semitic/Hurrian/etc.?). It seems preferable to operate in another direction in search for alternative clues.

These Emar contracts have precise parallels in real estate deeds of sale from III millennium Mesopotamia, stretching from Fara to the Akkad period³⁶: in the standard formulation of these texts, the purchaser gives a) the purchase price (n i - s a₁₀): an amount of metal, silver in most cases; b) a supplementary conveyance (n i - d i r i) of the same kind of the purchase price; c) a series of gifts (n i - b a) consisting of ceremonial and prestige goods, foodstuffs and beverages that are handed over to all the participants to the ceremony of the sale (the vendor(s), relatives, witnesses and various officials). The banquet, which is offered by the purchaser, represents one of the most significant acts of the whole procedure³⁷ but at times other ritualities are performed, among which the anointing with oil³⁸ and the "handing over" (or the "crossing") of a wood implement (Sum. GIŠ.GAN - n a i b - t a - b a l = Akk. *bukānam šūtuq*)³⁹. This formula originally occurs in documents recording sales of slaves, but in the Old Babylonian period--from Sumu-abum (1894-1881) down to Samsu-iluna (1749-1712)--is found also in real estate sales: buildings, unbuilt plots of land, fields, gardens, etc.⁴⁰.

There is hardly any need to underscore the striking similarities between this III and early II millennium material and our small lot of Late Bronze Age documents. The only differences at Emar concern the object of the transfers (only houses and unbuilt plots of land) and the absence of the "supplementary payment".

In the light of the impressive structural and formal correspondences between the two corpuses of textual evidence, I wonder whether the Emar

³⁶ For basic references to the scattered textual material see briefly F. Pomponio: OA, 17 (1978), pp. 245-256. The remarkable contribution of J. Bottéro: AEPHE, IVe sect., 1970-71, pp. 94-116 is still of fundamental importance. See further J.-J. Glassner, *Aspects du don, de l'échange et formes d'appropriation du sol dans la Mésopotamie du III^e millénaire, avant la fondation de l'empire d'Ur*: JA, 273 (1985), pp. 11-59.

³⁷ Bottéro: AEPHE, IVe sect., 1970-71, pp. 109-110.

³⁸ *Ibid.*, p. 111.

³⁹ For a full discussion of this formula see D.O. Edzard, *Die bukānum-Formel der altbabylonischen Kaufverträge und ihre sumerische Entsprechung*: ZA, 60 (1970), pp. 8-53, with previous bibliography and detailed argumentation supporting the latter translation: "(akkadisch) '(der Kaufgegenstand) befindet sich in dem Zustand jemandes/von etwas, den/das man am *bukānum* hat vorbeigehen lassen'; = (sumerisch) '(der Verkäufer) hat ihn/es veranlasst, über das GIŠ.GAN hinüberzusteigen'". See further P. Steinkeller, *Sale Documents of the Ur-III Period*, Stuttgart 1989, pp. 34-42.

⁴⁰ Cf. Edzard: ZA, 60 (1970), pp. 22-23; Steinkeller, *Sale Document*, pp. 41-42.

clause of the handing over of the *KuPuru* of the real estate might be considered as the *functional* equivalent of the GIŠ.GAN / *bukānum* clause of the III - early II millennium Mesopotamian contracts. Whatever the meaning of *KuPuru*--for which I have no satisfactory explanation at hand--their possession represents full (or preferential)⁴¹ title to real estate ownership, as concerns houses and other immovables--but not fields. Their transfer to third parties symbolically sanctions transfer of ownership.

The parallelism with the GIŠ.GAN / *bukānum* clause is thus confined to the level of functional symbology, if we accept Edzard's conclusions that have ruled out the current translation "the pestle has been passed along / transferred (to the buyer)"; such a rendering could have been invoked as a literal correspondence to the Emar passages (*šūtuqu* "to hand over, transfer" = *nadānu* "to give")⁴². Be that as it may, the notable resemblance of both sets of procedures can offer valuable clues for further attempts to elucidate the *KuPuru* clause.

Among the numerous occurrences of the GIŠ.GAN / *bukānum* clause in Old Babylonian contracts⁴³, the Mari evidence deserves particular attention because it represents the closest link with the Emar documents. The formula, always written in Sumerian⁴⁴, concerns sales of real estate⁴⁵ and of a slave⁴⁶. It is no surprise that in these contracts we do not find the other formalities that normally only occur in III millennium deeds of sale from Mesopotamia. Yet three Mari contracts, where no GIŠ.GAN clause appears, witness to the other ceremonial practices performed upon the occasion of real estate transfers.

The first text⁴⁷, which dates immediately after the Ur III period, records the sale of a field against payment of 12 shekels of silver as purchase price (*šimūm*) and one *qa* of cedar oil as additional conveyance (*watriš*); the transfer is concluded with the celebration of a banquet in which "bread has been eaten, beer has been drunk and people have made the anointment with oil (22NINDA

⁴¹ ME 125: "Aula Orientalis", 5 (1987), n. 16, already quoted (n. 34).

⁴² The unique occurrence of *bu-ka-na ú-še-ti-iq* (a.i. II: IV 12' = MSL I, p. 28) has been discussed by Edzard: ZA, 60 (1970), p. 20, who concluded that "vom 'Hinübergeben' eines *bukānu* ist auch hier wohl nicht die Rede".

⁴³ *Ibid.*, pp. 15-19.

⁴⁴ The occurrences of *bukānum* in ARM VIII 16: 1' and 21: 5' must be deleted: cf. J.-M. Durand, *Relectures d'ARM VIII, I. Collations*: MARI, 1 (1982), pp. 102 and 104. The reading in ARM VIII 7: 4' is highly dubious.

⁴⁵ ARM VIII 2: 13; 3: 12-13; 5: 7.

⁴⁶ ARM VIII 9: 10.

⁴⁷ J.-M. Durand, *Sumérien et Akkadien en pays amorite, I. Un document juridique archaïque de Mari*: MARI, 1 (1982), pp. 79-89.

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ti-ku-lu ²³KAŠ *ti-iš-tá-u* ²⁴ú ì *ti-il-tap-tu*". The second text⁴⁸, which dates to the Assyrian period, records the sale of a built plot of land (É.DÜ.A): the final clauses perfectly correspond to those of the earlier contract: "They have eaten the bread, they have drunk the beer, they have made the anointment with oil (¹¹*ka-ra-am i-ku-lu* ¹²*ka-sa-am iš-tu-ú* ¹³ú *ša-am-na-am* ¹⁴*ip-ta-šu*)". The third text (ARM XXII 328)--a *Sammelurkund* of the period of Zimri-lim--records a series of purchases of fields carried out by Warad-sin: the price is always an amount of silver; additional conveyances include smaller amounts of silver, barley, oil (in one instance [II 28] two head-dresses) for the various people involved in the transactions. Each deed of sale is concluded with celebration of a ceremonial meal in which "the witnesses have eaten the bread and have drunk the beer" (I 23-[24], 40, 54-[55]; II 16; III 2, 32, 44; IV 8'; V 20), with the interesting amplification "the witnesses have eaten the bread, have drunk beer and wine, and have made the anointment with oil" (II 46-47: ⁴⁶...NINDA *i-ku-lu* KAŠ ù GEŠ[TIN]! *iš-tu* ⁴⁷ú [ì].GIŠ *ip-ta-aš-šu*).

The Mari evidence thus offers the most pertinent and interesting pieces of comparative documentation for the later Emar texts: in consideration of the social features and family institutions of the Mari rural community⁴⁹ it is no surprise that the markedly "archaic" elements consistently displayed by the Emar institution and legal practices find significant antecedents in the archives of the great Middle Bronze Age Euphrates centre⁵⁰.

⁴⁸ ARM VIII 13, for which see the collations of Durand: MARI, 1 (1982), p. 100 and the comments of the same Durand, *ibid.*, pp. 86-88.

⁴⁹ Cf. e.g. J.T. Luke, *Pastoralism and Politics in the Mari Period*, Ph. D. diss., University of Michigan 1965; V.H. Matthews, *Pastoral Nomadism in the Mari Kingdom*, Cambridge, Mass. 1978.

⁵⁰ J.-M. Durand, *Tombes familiales et culte des ancêtres à Emâr* : NABU 1989/112, pp. 85-88, has recently dealt with *KuPuru* : in his detailed treatment of the matter, he concludes that the word, to be read *qubūru*, designates the family tombs that were normally located under the main Emar houses (É GAL: "'grande maison' signifie donc la bâtisse où se trouvaient les tombes et où était rendu le culte domestique" [p. 87]). The presence of the tombs (and their care) together with the worship of the dead ancestors (*mīti*) and of the house gods (DINGIR.MEŠ) have been considered as complementary aspects of the Emar family religious institutions and practices. In this framework, the ceremonial meal is interpreted as part of the rite which was performed when a house, and its tombs, were transferred to a third party alien to the family group, thus implying the abandonment of the ancestors' burials.

I prefer not to take a stand on Durand's reconstruction which is certainly very coherent but not entirely persuasive. Therefore, I draw attention to some facts that, in my opinion, deserve closer scrutiny and appropriate evaluation. Aside from ME 125 ("Aula Orientalis", 5 [1987] n. 16), where both *KuPuru* and *ilāni u mīti* are mentioned, although in separate contexts, the transfer of the *KuPuru* occurs in some deeds of sale, whereas the clause *ilāni u mīti nabû* (D) only occurs in some adoptions and inheritance

In four of the above discussed contracts (nos. 109, 110, 130, 171) the object of the sale is a **kiršitu*--a piece of real estate that occurs very often in the Emar texts but is otherwise unknown in other corpuses of cuneiform documents. Arnaud's current translation of the term is "cabanon" (i.e. "shed, store", or the like) but no etymological/philological justification for such rendering is offered. Durand has questioned Arnaud's translation: nevertheless, while pleading for "une solution de prudence", he basically maintains Arnaud's interpretation ("gourbi", i.e. shed⁵¹). A closer scrutiny of the evidence concerning "cabanons" may lead to an alternative explanation for **kiršitu*.

First of all, their dimensions: as is the case for houses, **kiršitu* are always measured in *ammatu*; roughly speaking, their respective shapes and dimensions are the same.

Attention should be given to the location of **kiršitu*, since they can offer valuable clues as concerns their nature. **kiršitu* are always located in the city context but they often seem to be situated in peripheral areas of the city itself, thus suggesting that some process of urban expansion was taking place. In most cases **kiršitu* adjoin houses, other **kiršitu*, roads (KASKAL), the great city road (SILA DAGALLA); very often **kiršitu* border on the *huhin(n)u*, a term which has been rendered by Arnaud as "rampe pavée": this leads us to a specific section of the Emar cliff⁵² that slopes down to the Euphrates--the same

dispositions (the closest analogy with the latter expression is provided by the Nuzi evidence: cf. J.S. Paradise, *Nuzi Inheritance Practices*, Ph. D. diss., University of Pennsylvania 1972, pp. 237-242, and the fundamental contribution of K. Deller, *Die Hausgotter der Familie Šukrija S. Huja*: SCCNH, 1, Winona Lake, In., 1981, pp. 47-76). The functional connection between the two clauses is thus far from being assured.

Further notice that in 4 out of 7 occurrences the *KuPuru* clause concerns the sale of a **kiršitu*: as will be shown later on, this is not a building and even less the "main family house". Are we to suppose that family burials were also placed underneath unbuilt plots of land?

Last but not least, the ceremony which takes place upon the occasion of the deeds of sale (and includes the meal, the anointment of the table and the consignment of one silver shekel to the "brothers") must be related to the earlier III and II millennium ritualities that were performed in similar sale contracts: in them, we do not find any mention or allusion to worship of the ancestors and/or care for their burials. Thus I have no objection against the description of the Emar ceremonies as a "souvenir dégradé" of an older ritual (p. 87), but I think that the antecedents of this later "dégradation" are other than those recalled by Durand on the sole basis of the Mari evidence.

⁵¹ RA, 83 (1989), p. 173 n. 34; also pp. 172 (ad n. 8), 186 (ad n. 76), 187-188 (ad n. 78).

⁵² See briefly J. Margueron, *La ville: Meskéné-Emar*, pp. 17-39, esp. pp. 36-39 with figs. 13-16.

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cliff, or parts of it, are also attested in the location of other **kiršitu* (n. 14: 1: *kiršitu ina muḫḫi ḫurri*⁵³; n. 171: 7: EGIR-sà ḪUR.SAG). Four times we are told that a **kiršitu* is located near a city gate: n. 150: 2: *i+na ZAG KÁ.GAL ša DINGIR-lim* (cf. line 7: GÜB-ša BAD); n. 171: 2: *i+na ṭè (NE¹)-ḫi*⁵⁴ ša KÁ zi-ir-ḫa-na; n. 186: 19: ša KÁ-bi (cf. n. 187: 23'); G. Beckman: JCS, 40 (1988), pp. 64-67, n. 2: 1, 8, 10, 18: KÁ.

On the other hand, in many cases **kiršitu* border on real estate property which is indicated through the mention of personal names (single individuals or family groups): according to the Emar cadastral terminology, in most cases these real estates are simple plots of land, whatever their size and utilization--in sales of fields the bordering parcels are normally indicated by means of the personal name(s) of the owner(s).

All in all, it would seem that **kiršitu* are placed in the very urban centre or, more frequently, in (semi-)peripheral areas of the city settlement: a notable concentration of these real estates appears to be in the area stretching from the summit of the cliff down to the vast slope that reached the Euphrates.

Particularly important is the mention of stone foundations that are sometimes recorded in our texts. See e.g. n. 130: 1: **k. ma-la ma-šú-ú qa-du-uš-ši-ša*₁₀ "...with its foundations"; n. 76: 1: **k. ma-la ma-šu-ú qa-du* NA₄ "...with (its) stone (foundations)"; n. 209: 1: **k. qa* ¹[-du] NA₄ .MEŠ-šu. If we take into account the remarkably accurate building techniques discovered by the French excavators at Emar⁵⁵, there can be no hesitation about the meaning and the significance of these stone foundations that are expressly mentioned in our texts.

In the light of what has been argued so far, let me come straight to the point. In my opinion these **kiršitu* are by no means "sheds, huts, stores" or the like--whatever might be the English equivalent of "cabanon"--but must be considered areas of city land suitable and destined for house building, exactly as was the case of *qaqqaru paiḫu* at Nuzi⁵⁶. I shall now try to further justify my proposal and to offer an alternative reading and explanation of the term **kiršitu*.

⁵³ Cf. Durand: RA, 83 (1989), p. 174.

⁵⁴ Thus I read, instead of *Bi-iZ-ḫi* of Arnaud.

⁵⁵ Cf. Margueron: *Meskéné-Emar*, pp. 23-24 with fig. 1.

⁵⁶ See my comments in *The Rural Landscape of the Land of Arrapḫe*, Roma 1979, pp. 113-118. Particularly illuminating is the sequence in JEN 101: 2-9: 2... *mi-nu-um-me-e* ³A.ŠA.MEŠ *a-wi-i-ru mi-nu-um-me-e* ⁴*qā-aq-qa-ru pa-i-ḫu* ⁵*ù qā-aq-qa-ra ša É.MEŠ ep-šu* ⁶*i+na lib-bi URU ša Te-en-te-we* ⁷*ma-ag-ra-at-tù* GĪŠ.KIRI₆ ⁸*ù qā-aq-qa-ru ḫa-la-aḫ-wu* ⁹*i+na šè-re-e-ti ša* ¹*Te-en-te.*

It should preliminarily be recalled that we are not given any justification for Arnaud's rendering of the term; also Durand⁵⁷ does not seem to have any alternative proposal at hand. My impression is that the main stimulus for interpreting the word as "hut" (with all conceivable variants and modifications) issues from text n. 448 ("fragment d'*ordo* liturgique annuel"), a very fragmentary ritual where the term appears twice (lines 20' and 22') in an all but clear context. I believe that it is more advisable to focus our attention on the evidence provided by the "juridical" texts: hereafter I shall comment on some passages that may help us in elucidating the matter.

N. 181 is a will in favour of three sons: the firstborn receives a "great house" (É-tu₄ GAL), the second born receives a "small house" (É-tu₄ TUR), the last born receives a *kiršitu; the two elder brothers are charged with the task of carrying out building operations on this *kiršitu (PN u PN₂ ⁸KI(-)ir-ši-tu₄ ša-a-ši li-ir-ši-ip-pu). Quite similar is the situation in n. 177, a long but fragmentary will: among various dispositions, a "great house" is bequeathed to the firstborn and a *kiršitu, located on the back of the house, is assigned to another son: he, together with his brothers shall have to build (it): 24' ... ŠEŠ.ME-šu it¹-t [i-š]u li-ir-ši-¹pu¹.

A correct understanding of the clauses in nos. 181: 8 and 177: 24' is decisive for attaining a satisfactory explanation of the term *kiršitu and of the architectural operations that are to be undertaken therein. According to Arnaud, the expression *kiršitu rašāpu* means "to restore the *k* ('cabanon')": I do not see any convincing reason for such a rendering: *rašāpu* basically means "to build (up), to complete a building, etc.". Out of the numerous occurrences provided by Middle and Neo-Assyrian texts⁵⁸, I point out two interesting passages from "peripheral" archives that very well fit those of the Emar texts: EA 292: 29-30: "I have built (*ra-aš-pa-te*, glossed *b[a]-n [i]-t [i]*) a house"; PRU III, p. 137a: 8-10: ¹PN *ti-ir-ta-ši-ip* É an-n [a-a]⁵⁹.

Turning back to the two Emar testaments, my suggestion is that these inheritance dispositions foresee the bequeath of houses to the first borns and of unbuilt plots of land to the cadets, with the fundamental proviso that a house shall be built by the cadet with the help of his brothers (n. 177) or by the brothers alone (n. 181). In the end, each heir shall have a house for himself.

⁵⁷ Cf. above, n. 51.

⁵⁸ Cf. AHW, pp. 959b-960a.

⁵⁹ Cf. PRU III, p. 112b: 8-9; p. 125: 11'-12' (said of villages); see also JEN 160: 10-11: "in the middle of the garden there is a well built up with baked bricks (*a-gur-ra ra-ši-ip*)".

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Other Emar texts adduce good pieces of evidence that support the above interpretation. The complex inheritance arrangement n. 91--again, a very damaged text--provides interesting information, also if no **kiršitu* is mentioned: the situation is closely similar to that of nos. 177 and 181 but the issues are different. One son (Baššu) receives a house (lines 14-17); another son (Sin-taliḫ, presumably a cadet) is also assigned a house which however is still to be built: his brothers have to build it, otherwise they shall have to refund him with the costs of its building (lines 11-13): ¹¹[ŠEŠ].ME-šú *li-ir* [-š*i-p*]u-ni-iš-šú ù šum-ma 'É' [an-ni-t]a₅? ¹²[la i-]ra-[š*i-p*]u-ni-iš-šú lu-ú ri-š*i-ip* 'É an-ni' [-ti] ¹³[li-di-nu-n]i-iš-šú. To all appearances, this house was not built--hence the complaint of Sin-taliḫ against Baššu: "As for you, your father gave you a new house, but I, where am I going to live? (²⁶ ... ak-k [a-š]a a-bu-ka É GIBIL it-ta-na-ak-k [u] ²⁷'ú' a-na-ku 'e'-ka-a uš-šab ...)". As a consequence, Sin-taliḫ receives from Baššu two servant people in compensation for the building works that had not been effected (²⁹ ... ki-i-mu-ú ³⁰ri-iš [-p*i* (-iš)-š]ú ...).

N. 78 is a legal case between Dagan-kabar, owner of a **kiršitu*, and Abdu, concerning the non-fulfilment of some works which had to be made on the **kiršitu* itself. Arnaud's restoration and translation of the text has been substantially modified by Durand⁶⁰: in my opinion both interpretations are partly questionable. Without presuming to offer a definite explanation of this damaged document, for which an accurate collation is required, I shall however provide some additional remarks: here follows a reconstruction of the first section of the text--divergencies from Arnaud and Durand's renderings are not marked:

1. [Ab-du] DUMU It-ti-Da
2. [aš-šum KI](-)ir-š*i-ti* ša [I^dKUR]-GAL DUMU Hi-ma
3. [ú-ul ir-š]i-ip ù [x x]'x'
4. [I^dKUR-GA]L¹ iš-ša-bat-šú m[a-a am]-mi-ni
5. [at?-ta? KI](-)ir- 'š*i*'-ti-ya 'ú'-ul' ta-ar-š*i*-ip'
6. [ú-lu KÜ.]BABBAR.MEŠ ŠÁM!.TIL!.LA-'ša?' ta-na-'din'
7. [ú-lu(-ma) ra?-š*i*?-i]p?-ša ta {-AR}-ra-š*i*-ip

"PN took hold of PN₂ concerning the affair of the **kiršitu* which PN₂ did not build [...] Thus (he said): Why did you not build my **kiršitu*? Either you shall give (back to me) the silver--the (equivalent of) his purchase price (which was agreed upon)--or you shall have to complete its building". In spite of a number

⁶⁰ RA, 83 (1989), pp. 187-188.

of doubts⁶¹, I believe that this text basically reflects the same situation already discussed: we are dealing with a plot of land on which a house was to be built; the person charged with this task was defaultant--hence the intimation addressed to him from the counter-party.

See lastly n. 130 that records the sale of a **kiršitu* "whith its foundations": in the course of the text the word **kiršitu* is often dubbed É, but this terminological practice is very often attested at Emar, as shall be seen later on. The crucial passage is in lines 32-37: "If this **kiršitu* turns out to be a fake (*i-sa-ra-ar*, scil. unsuitable for buiding a house therein⁶²), PN (=vendor) shall give PN₂ (=purchaser) a house in substitution of this real estate". The meaning of the transaction seems perfectly clear and I must say that I totally fail to understand Arnaud's interpretation⁶³.

To sum up, the meaning of **kiršitu* is assured beyond any doubt. In addition to the arguments discussed so far, I want to call attention to another fact which patently resorts from the Emar documents: it would seem highly surprising that our texts only mention "restorations" of "huts" and "sheds" (some of which were allegedly provided with wooden beams--thus in n. 78, according to Durand's interpretation--and stone foundations) and never of houses (with the exception of n. 91, discussed above). But if *rašāpu* is correctly translated "to build (or re-build)" by piling up rows of mud-bricks, it becomes self-evident that such operations carried out on a **kiršitu* can only mean the erection of a true and solid house.

I may finally suggest an alternative reading and explanation of the recurrent cuneiform sequence KI IR ŠI TU/TÚ/TU₄/etc. No comments for the writing *ki-ir-ši-tu* are provided by Arnaud, whereas Durand⁶⁴ reaffirms the obscurity of its etymology and suggests the possibility of reading KI + *eršetu*, without drawing any further conclusion, also because he still basically adheres to Arnaud's idea that the term designates a minor building of some kind. Yet I believe that Arnaud's suggestion represents a good starting point for a solution of the problem.

As an alternative writing to **kiršitu*, the Emar texts either make use of the logogram É (with or without phonetic complements)⁶⁵ or the logogram KI⁶⁶,

⁶¹ Other alternative restorations (and translations) can be envisaged.

⁶² *sarāru* present G, in spite of the expected preterite; cf. CAD S, p. 175a vs. AHw, p. 1028b ("only stative and infinitive").

⁶³ "Si ce cabanon prenait du fruit ...".

⁶⁴ RA, 83 (1989), p. 173 n. 34.

⁶⁵ Eg. nos. 30: 22; 76: 8; 78: 10; 130: 7, 11, [14], 18, 20, 34.

⁶⁶ Eg. nos. 110: 28; 148: 15; 150: 20; 171: 13, 17.

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sporadically with phonetic complements (n. 76: 11: KI-tú; 109: 19: KI-ir). É occurs often at Emar: varying from text to text it means "house, household, real estate": therefore its occurrences as synonym of *kiršitu are of no use for the interpretation of that term. Rather, I think that KI IR ŠI TU can only be explained as KI = eršetu ("territory, ground"), eršetu being the Akkadian equivalent of the logogram KI. Attention should be called to the interesting gloss KI er-še-ti in the Idrimi inscription (line 97: DN bēl šamē u eršeti: cf. lines 95 and 99: AN u KI) which provides a close and most pertinent parallel to the Emar evidence.

A decisive clue comes however from a joint analysis of n. 186 and its duplicate n. 187, in which our term occurs twice: in the former text (lines 19 and 26) we have KI er-še-tu₄, in the latter (lines 23' and 30')er-še-tu₄. Arnaud remarks "une faute étrange aux lignes 23' et 30'" and transliterates <ki>-ir-ši-tu₄. On the contrary, I believe that, far from being strange, the writing in n. 186: 23' and 30' solves the problem: the alleged *kiršitu is to be deleted from the Emar lexicon (as well as its meaning "cabanon" or "gourbi", or the like). The word, in its various writings (^{KI}eršetu / KI eršetu or eršetu or KI) designates a parcel of city land suitable for the building of a house.

A d d e n d u m (September 1990)

This article, in its present form, was already in print when A. Tsukimoto's publication of a first lot of 16 Emar texts in the Hirayama collection appeared in ASJ, 12 (1990), pp. 177-259 and was available to me. The new material edited and commented upon by the Japanese scholar confirms my interpretation of the term KI eršetu (see texts nos. 1, 2, 3 and Tsukimoto's remarks p. 179 ad line 1). To this regard, I call attention to the text n. 6 that records an exchange of houses: in line 22, after the description of the borders of the second real estate, I read: 6 SU šur-pu ri-iš-pu "6 shekels of refined (silver) is/was (the cost of its re-)building". The above suggested meaning of rašāpu is thus confirmed.

Text n. 12: 21-23 is to be added to the occurrences of ceremonial transfers discussed in the first part of my article (cf. Tsukimoto's tabulation pp. 203-

204); notice, in this case too, the presence of the year formula (line 34). Text n. 7: 9-11 offers further evidence of "crimes" (*ḫīṭu*) against the Lord and consequent dispossession of real estate tenure--also in this case the "crime" concerns houses. In text n. 11: 11 we have another occurrence of *kī (ma)nikari* applied to a family member who buys from his relatives a piece of real estate (I do not entirely share Tsukimoto's comments pp. 200-201).

As regards *ki eršetu*, the same conclusions have now been reached also by C. Wilcke, "Kiršitu, *ein Phantomwort*": NABU, 1990/35, p. 28.