

The Archives of Old Assyrian Traders: their Nature, Functions and Use¹

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The Old Assyrian archives are private archives. They were found in the houses of traders who in the early centuries of the second millennium BC lived in Kanesh, an ancient city in Central Anatolia, not far from modern Kayseri. The houses are situated in the commercial district of the lower town, called *kārum* Kanesh, which flourished for more than a century during the period of level II, which came to an end by destruction around 1835 BC (middle chronology). The Assyrian settlement in Kanesh is not only nearly the only source of our documentation, thanks to more than fifty years of excavations, it was also the administrative capital of an Assyrian colonial network that comprised ca. 30 commercial settlements and small trading stations, spread over the whole of Central Anatolia. The archives were kept in what they called the “sealed room” (*maknukum*) or “guarded room” (*maṣṣartum*), where also valuables were stored. They vary considerably in size and range from few hundred to a few times ca. 2000 cuneiform documents, variations that must reflect the importance and status of a trader, the history of the

¹ See for general information on the excavation at Kanesh and on the Old Assyrian trade LARSEN 1976; ÖZGÜÇ 2003, and VEENHOF 2008a, mentioned below in the bibliography, and see also C. MICHEL, *Old Assyrian Bibliography* (OAAS 1), Leiden 2003. In the following text I have simplified the rendering of the Assyrian names, not indicating long vowels and typical Semitic consonants, writing Ishtar instead of Iṣtar, Assur, etc.

house and presumably also the administrative habits of the owner. The archives consist of the written documents accumulated – drawn up, received, acquired, accepted for safe-keeping, or deposited there for other reasons – during the period of activity of a trader, which usually covered many, occasionally up to thirty years. In several cases the house had been taken over or inherited by his son, who added his own records to those left behind by his father and there are also a few examples of archives with records of three generations of traders. The archives brought to light by the excavations, first by the villagers and after 1948 by Turkish archeologists, reflect what they contained when the houses were destroyed.

1. TRADERS, ARCHIVES AND RECORDS

Some general information on the traders, their archives and the types of records they contain is necessary before I can focus on the subject of this paper. This is not easy, because the archives of Kanesh have yielded more than 23.000 cuneiform documents (half of which are more or less known or accessible) of an at times bewildering variety, which reflect an extensive and very sophisticated overland trade, carried out by perhaps ca. 60 trading families. Moreover, most of the texts available were unearthed and sold by the local villagers, so that their archival background and coherence is unclear. Only the publication of officially excavated archives, in TPAK 1 and the volumes of the series AKT, offers better insights, but much work still remains to be done.

Status, wealth and family situation of the traders vary considerably and their archives, all of which contain the usual variety of business documents, reflect these differences in the nature and numbers of commercial records and correspondence and to some extent also in the presence of certain types of legal documents. And most traders also had a family house in Assur, with an archive, but we know little from Assur, because the layers of this period in the lower town were not reached by the German excavators.

In general, archives of traders whose family had stayed behind in Assur contain more letters of their wives and more correspondence with relatives, business associates and representatives, who took care of their legal and economic interests in Assur. Archives of traders living in Assur, whose grown-up sons lived and worked in Anatolia, include letters exchanged between them, while those of traders settled in Kanesh with their family comprise letters exchanged with their wives when they were traveling around. Important family documents – marriage contracts, testaments, title deeds, last wills, and joint-stock contracts that supplied the trader with his capital – were usually kept in the archive in Assur, but may turn up in Kanesh when a whole family lived there. Many of the older traders focused on the import of tin and textiles from Assur and their sale for silver and gold in Anatolia, so that their archives contain many letters and records relating to the caravan trade. Others were more involved in the internal

trade in copper and wool inside Anatolia, and we also meet traders who traveled a lot in Anatolia and were engaged in commission sale and agency for colleagues in Assur and Kanesh.

For a good appraisal of the archives several facts have to be taken into account. The first is that several traders also had houses – apparently with archives – in other trading settlements in Anatolia, where they stayed temporarily and even could move. This can only be discovered by a comprehensive analysis of an archive and as an example I mention some features of the large archive of Shallim-Assur and his family (more than 1100 texts), which has been analyzed in an exemplary way by Larsen. In the first volume of its edition (AKT 6a) he writes: «It seems clear that his main archive must have been stored in the city of Durhumit,² where he stayed during the last years of his life and where eventually he died and was buried. (...) The texts from the Kanesh archive, relating to his work and his actions are probably to be understood as a scattered sample that happened to end up here, presumably because he was staying in this house occasionally and received letters and engaged in other activities that led to the writing of texts» (AKT 6a, 8-9). His house also contained many documents of his elder brother Iddin-abum, although he must have had his own house with a separate archive. The dates and subject matter of these documents made Larsen conclude that «when he was a very young man he may have shared a house and archive with his brother» (from where his texts were never removed) and that, much later, after his death, «collected documents relating to his affairs were brought to the house of his brother, who was the executioner of his estate». Shallim-Assur's eldest son, Ennam-Assur, probably was the main inhabitant of the house, but he was murdered only a few years after his father's death, in ca. 1865 BC.³ Next we have ca. 200 texts associated with the affairs of the latter's younger brother, Ali-ahum, who «must have been the last person to use this house and to deposit texts here», several of which deal with attempts to obtain blood money for his murdered brother. But since none of them is later than ca. three years after this murder, while he must have lived considerably longer, «the later texts were not stored in this house, where he probably did not live, so that the documentation for his last years is no longer extant». In fact no dated records from the last 25 years, before Kanesh was destroyed in ca. 1835 BC, have been found and Larsen considers it likely that the house was in fact not lived in during this period and may have been used exclusively for storage. Fortunately, the texts it contained were not removed (AKT 6a, 11-13).⁴

2 An important city and colony, ca. 250 km north of Kanesh, the center of the Anatolian copper trade.

3 The texts are dated, according to the Assyrian custom, by means of the name of an important eponymous official in the City of Assur, head and manager of the "City Hall", who was elected annually. This institution was created during the first year of king Erishum I, according to the Middle Chronology ca. 1870 BC.

4 Concerning the archive excavated in 1993 in grid LVII/127-128, with texts from three

A second feature is that, as mentioned in some records, groups of texts for a variety of reasons could be taken out of an archive and brought elsewhere, frequently to Assur. A trader could move to Assur in old age and take records along, as shown by the witnessed record *EL 141:1-10*, “The containers with tablets of Enlil-bani and the containers with copies we entrusted to Iddin-Kubum and he brought them to Enlil-bani.” When a lawsuit, by appeal, was transferred from *kārum* Kanesh to the court of the City of Assur, records to be used as evidence were shipped there. *EL 298:9ff.* describes how in a conflict about a debt the authorities of *kārum* Kanesh entrusted to an attorney of the plaintiff a sealed box with ten sealed documents, including four formal letters (*našpertum*, “missive”) of *kārum* Kanesh, four missives of a trader sealed by the *kārum* and two records dealing with the debt in question, which (lines 35-36) “he will submit to the City and our Lord (the ruler)”. When a trader died and his business had to be liquidated and his inheritance divided on the basis of his last will – which was always kept in Assur – this had to take place after heirs and relevant records had been brought together in Assur, as a ruling of the City stated (VEENHOF 1995, 1725-7). And we have seen in the previous paragraph how a large file on the affairs of a dead trader was brought to the house of his brother, who was the executor of his estate.

In some cases, after a trader had died, particular records in his archive could be required to prevent unfinished transactions from being frozen and to pay or collect debts. In such a case formal authorization could be given to open his safe and take out assets and tablets. Two records inform us about what happened in this way with the archive of Elamma. *CCT 5, 3* reports that after his death the sons of his partner “had opened the strong-room and taken out a sealed debt-note for 12 pounds of silver”, declaring: “We act at the order and under the responsibility of his investors”. They were, as usual in such situations, accompanied by a committee of impartial outsiders (*ahiūtum*), who looked on and afterwards sealed the door of the strong-room together with those who had entered. And in *Kt m/k 145* people declare: “On the basis of a verdict of the plenary *kārum* the scribe seized us and we entered Elamma’s house and broke the seals of the strong-room, which we left there. Agua took two coffers with tablets.” In the deposition (*BIN 6, 220+*) that is part of a large file, studied by MATOUŠ 1969, about what happened when the trader Puzur-Assur died, his sons state: “When our father Puzur-Assur had died the investors and creditors of our father, having entered his sealed strong-room, took 12 boxes with tablets and entrusted these to you”.

The destruction of the houses in *kārum* Kanesh in ca. 1835 BC did not come as a complete surprise, no unburied skeletons were found, nor valuables (silver, gold, items of bronze) in the strong-rooms. This suggests that the inhabitants managed to flee in time and it is reasonable to assume that they took along a num-

generations of traders, MICHEL 2008b, 58 observes that the number of texts of the second owner, Ali-ahum, son of Iddin-Suen, is not substantial (ca. 50 letters, 11 loan contracts), presumably because he also had a house in Burushhattum, and one in Assur.

ber of records, in particular those recording valid debt-claims and investment contracts, perhaps also title deeds. This situation helps to explain why in general records of the last twenty years of *kārum* Kanesh level II are fairly rare. But there must have been other reasons too, perhaps the move of traders from Kanesh, the administrative centre of the trade, to cities and colonies in the north and west, which were the centers of economic activity. Larsen, in the introduction to AKT 6b points to «the apparent collapse in the commercial activities of the Assyrian businessmen [that] probably had its roots in legal and economic problems associated with the death of a whole generation of important merchants».⁵ Whatever was the case, there is no evidence that, when a number of years after 1835 BC the rebuilding of what became *kārum* Kanesh level Ib started, Assyrians tried to retrieve records from the earlier ruins.

Finally, we have to assume that the enormous number of written records accumulating in the archives made traders from time to time decide to remove texts that were no longer valid or necessary. Most commercial transactions were finished in a few years⁶ and their records did not have to be preserved, as happened with title deeds or marriage contracts. Only in particular cases, such as with a joint-stock company that would run for ten years, did records have to be preserved for longer periods. This explains why records from the oldest period, when the scope of the trade was also more limited, are relatively rare,⁷ but we know almost nothing about the removal of records, apart from returning debt-notes when they were paid. We occasionally meet references to records we would expect to find, but which are missing, but we do not know why. The archive of Kuliya (AKT 5) contained eight, in part overlapping lists (texts nos. 62-69) that enumerated in all 50 tablets of various kinds, apparently present there; the biggest one lists “27 tablets placed in a big box”. Since none of these tablets was found in the archive, the list may have been drawn up to select and identify documents that were removed, but we do not know why and where. In general one gets the impression that outdated records were not systematically discarded and that much depended on the habits and zeal of the archive owner, who usually had room enough to store them, while reading and selecting them may have been a cumbersome task. Some old documents, such as large memoranda enumerating all outstanding claims, may have been preserved for their informative value, letters from relatives and wives for emotional reasons. The archaeological record unfortunately is not clear enough to show whether old, outdated records

5 The issue is studied in the framework of a monograph by BARJAMOVIC-HERTEL-LARSEN 2012.

6 The terms of commercial loans, actually the consignment of merchandise given on credit to traveling agents, usually did not exceed one year. Also the notes and accounts of expenses paid en route by the leader of a caravan lost the value after the accounts had been settled.

7 The absence of early dated records (the oldest one preserved is from eponymy year 47) is not surprising, since nearly all are debt-notes and they were returned or destroyed when the debt was paid (see also below note 34).

may not have been stored in separate containers or even rooms. No hoards of discarded tablets were found outside the archival rooms and houses, used as fill or for paving a floor, as happened in Babylonia.

Every archive also contains groups of records that cannot be linked with its owner or related to his business, which I have called elsewhere (VEENHOF 2003, 115, § 5.2) “strange records”. Various explanations for their presence are possible. There were people without a house in the *kārum*, e.g. caravan personnel, traveling agents and relatives who stayed in Kanesh for some time. They may have deposited their records in the archive of their boss, as is clear for an employee of the trader Imdilum. Traders traveled a lot and might temporarily move to other places and in such cases they might give valuable records in safe-deposit (*ana nabšēm ezābum*) to a friend or colleague. The most impressive piece of evidence is a large tablet in New York (CTMMA I, 84), where a trader, whose strong-room had been emptied out by a partner, enumerates and describes 25 records of all kinds, including “tablets of others, which they had left in deposit with me” (l. 40),... “all contained in two sealed containers” (lines 6of.).⁸ In several cases such deposited records were apparently never retrieved by their owners, who may have died or disappeared. As already mentioned above in connection with the archive of Shalim-Assur, traders did move and could live only temporarily in a house, judging from the presence of groups of records belonging to them alongside the more substantial archive of the owner or main inhabitant of the house. Cécile Michel observed that the archive edited in TPAK 1, basically that of Shumi-abiya, also contained 25 letters of a certain Assur-mutappil, some still in unopened envelopes, but not a single debt-note of his. She assumes that he deposited his letters with Shumi-abiya when he left Kanesh, but did not return; some letters addressed to him that had arrived after his departure were never opened and read (33-4).

2. TRADERS IN DIFFERENT SITUATIONS AND CONTEXTS

The circumstances under which traders lived and worked in Kanesh could be different and this had a bearing on their archives. We may distinguish the following situations:

- a) A trader as the head of a family who had moved to Kanesh, while leaving his family, that means his wife and young children, behind in Assur. All important family records are in Assur and this situation generates a correspondence between husband and wife. The lively business correspondence is with the trader’s male relatives, investors and especially his representatives in As-

⁸ That the victim could give a long, detailed description of all these tablets implies that he had kept a list of them.

sur, who take care of his interests, receive his silver, buy merchandise for export and equip his caravans. His sons in due time might join him, assist him in the business and when they are grown up develop their own commercial activities, to be continued after his death.

A good example is Pushuken, father of four sons, who was active in Kanesh for more than 20 years and died there. His business was continued mainly by his son Buzazu, who lived in his house, where his father's archive was left in place,⁹ to which he added his own records. It contained i. a. letters sent to Pushuken by his wife in Assur and also many texts dealing with the division of Pushuken's inheritance among his children, in which his eldest daughter, a priestess in Assur, played a prominent role.

- b) A variant to this type is the successful trader who after many years returns to Assur and leaves the business in Kanesh in the hands of his by now experienced son, whom he assists and advises in letters sent from Assur, while also carrying on some business of his own. The son took over his father's house and archive, apart from the records his father had taken along when he returned to Assur, presumably records of affairs that still had not been finished, although this is not easy to prove, for we have no texts from Assur.

The best example is the prominent trader Imdilum, – whose father Shu-Laban was already active in Anatolia, – who led the business there at least 17 years, returned to Assur around 1880 BC and was succeeded by his son Puzur-Ishtar. The latter is attested for fifteen years, the last seven after his father had died. The father in Assur kept writing letters to his son, which we have to distinguish from copies of letters written by him when he still lived in Kanesh.

- c) A young man who moved to *kārum* Kanesh to trade there in the service of or in cooperation with his father who remained in Assur. The latter, the boss of the family business, conducts a lively correspondence with him and also supplies him with merchandise, money, advice and information and in return receives the silver sent back from Anatolia, which he uses to pay debts and taxes and to equip a new caravan.

A good example is Assur-nada, son of Assur-idi, whose archive was published in LARSEN 2002. It shows us a father much concerned about what his son does, such as the latter's failure to meet promises (of votive gifts) made to the gods, and also burdened with the task of caring for his son's children, after the latter's wife, who had stayed in Assur, had died. Another example is Ennum-Assur, the oldest son of Shalim-ahum, a merchant and capitalist living in Assur and the main business associate of Pushuken (mentioned under a). He

⁹ All texts dealing with Pushuken were unearthed and sold by the local villagers early in the 20th century and there exists no general description of his (reconstructed) archive, although we can now identify almost 350 letters and dozens of legal documents that belonged to it.

lived, temporarily perhaps together with his brother Dan-Assur, in a house in Kanesh, whose archive was excavated in 1970 and partially published (without the tablets still in sealed envelopes) as AKT 3. The archive, not surprisingly, contained letters of the father to his son(s) and letters written by Ennum-Assur when he traveled and worked elsewhere in Anatolia, to his wife Nuhshatum. She had to take care of and “guard” his house and the archive and was occasionally instructed to retrieve documents from the archive for particular purposes.

- d) A grown-up son who had moved to Kanesh with his wife, when he had become independent or his father in Assur had died and he had inherited his share in his fortune. He started a business and family life there and his sons in due time would work with him and get married. In his archive we may also find contracts and records relating to their family life and the business correspondence is with male relatives, his representatives and his investors in Assur.

A good example is Elamma, the younger son of Iddin-Suen, an energetic importer of merchandise from Assur (which he occasionally visited), whose archive, excavated in 1991 and 1992, I am publishing. He lived in Kanesh for more than thirty years (opposite the house of his elder brother Ali-ahum) and had a lively correspondence with his representatives in Assur. His business was carried on after his death by some sons and his energetic widow, Lamassatum, who continued to live in the house for several years and conducted some business of her own. The archive also contains records dealing with the division of his father’s, his own and his wife’s inheritance and records about and letters from various family members living in Kanesh or Assur, such as a file about the death, funeral and inheritance of a twice married daughter,¹⁰ and letters of his favorite daughter, who was priestess in Assur.

- e) In some cases an archive contains a number of records of the father of the trader, but this depended on his age and where he lived, in Assur or Anatolia. We have e.g. no records of Pushuken’s father Suejja, who lived in Assur, and only a few of Imdilum’s father Shu-Laban, of whom it is not certain that he lived in or visited Kanesh.¹¹ In Ali-ahum’s house in Kanesh, excavated in 1993, with an archive of more than 900 texts, a few dozen letters addressed to his father Iddin-Suen were found, but no debt-notes. Cécile Michel¹² assumes that these letters, which all have low excavation numbers, had been stored separately after his death, when his son Ali-ahum (active there since ca. 1895 BC) became

10 I studied this file in VEENHOF 2008b.

11 LARSEN 1982, 224 assumed that the father, who appears already in ca. 1910 BC (ICK 2, 104), died early and that Imdilum’s uncle Assur-imitti, who lived in Assur, took care of the interests of the family, before Imdilum himself is attested in the sources, 18 years later.

12 MICHEL 2008b, 58, footnote 1.

the owner of the house and the archive. This contrasts with the archive of Id-din-Suen's second son, Elamma (who lived across the street in Kanesh), whose house, which he must have acquired or built when he became an independent trader,¹³ did not contain documents of his father. The archive of Shallim-Assur, son of Issu-arik contained a few letters to and records of his father, but no letters written by him after he had returned to Assur, presumably because he died there soon (AKT 6a, 6). After the death of a pater familias his inheritance was apparently divided and his "firm" liquidated, whereupon his sons could start their own business.¹⁴ In most cases one of the sons acquired the house in Kanesh, where his mother might continue to live, with his father's archive left in place, to which his own and his mother's records would be added.

3. THE *KĀRUM* ORGANIZATION

The archives excavated, while clearly those of private entrepreneurs and their families, also reflect the fact that the Old Assyrian traders belonged to a community and organization of traders. They all originated from the same city, Assur, and had all settled abroad, far from home, in a completely different environment and society, without military protection. This stimulated forms of cooperation (mutual aid, business partnerships, representation, etc.), but it also took a more structural form. The totality of the Assyrian traders in Kanesh formed a kind of corporation, called *kārum*. This term originally meant the "quay, harbor district" that every Mesopotamian city had, where bulk goods arrived by boat, and then also the commercial quarter where traders met and finally its inhabitants as a group. A *kārum* could comprise foreign traders, who might organize themselves as a group, at times with a leader (called "its head"), to cooperate and to be better equipped to deal with the local powers. *Kārum* Kanesh was a well-organized, hierarchical organization, which comprised a plenary assembly, "the *kārum* great and small" that met as an "assembly" (*puhrum*), and knew a committee, designated as "the big men", who ran the daily affairs. The plenary *kārum* appears frequently as court-of-law to solve the many, mostly commercial conflicts between its members.

The *kārum* as organization had a building, "the *kārum* house", where meetings were held and its secretary worked, which housed a cella with the statue of the god Assur (by whose dagger members would swear), and had storage facilities and an archive. The *kārum* arranged and supervised the presumably semi-annual general "accounting of *kārum* Kanesh" (*nikkassū ša kārim Kaneš*), which involved both individual traders and the *kārum* as such. They were necessary because of

13 The oldest dated text in which he occurs, as creditor, is from ca. 1905 BC, much earlier than his elder brother, but the latter apparently first operated from Assur, before coming to Kanesh, perhaps after the death of their father.

14 See LARSEN 2007 for this development.

the many credit operations and book transfers between members, for accounting the results of collective commercial transactions organized by the *kārum* to which its members could subscribe, and for settling accounts (on taxes and credit sales) with the local palace, whereby payments and transfers were regularly channeled via the *kārum* organization.

Kārum Kanesh was also the administrative head of the colonial network that consisted of at least 25 other *kārum*s and trading stations (*wabartum*), spread over central Anatolia. As such it functioned as an extension of the government of the City of Assur, to which it was responsible and whose directives it had to apply. It maintained the diplomatic relations with the many city-states and rulers in Anatolia, with whom treaties had been concluded, and stepped in when problems arose. It could also issue orders and rulings, and traders in other colonies could appeal to the authorities of *kārum* Kanesh for justice.

The archive of the *kārum* probably contained records (or their copies) emanating from these activities, such as official letters and verdicts, and we have references to tablets of/in the *kārum*-house on which traders were “booked/registered” for certain amounts, which they owed the organization or it owed to them.¹⁵ Since the “*kārum*-house” has not been found, we do not have the archives of *kārum* Kanesh, but many texts it produced and also received (letters from other colonies and from the City of Assur and its ruler) are known and give us a welcome insight into its workings. They are frequently referred to or quoted in the business correspondence and several (copies) of them were found in the archives of the traders. As a self-governing institution the *kārum* had its members perform various administrative, commercial and judicial tasks and in doing so they produced or were given records and letters, some of which (in part duplicates) ended up in their archives. The orders and verdicts of the *kārum* were sealed by members who administered them and acted as its court-of-law and special members (called *limū*) could represent the *kārum* in financial transactions. Messengers in temporary service of the *kārum*, sent out to other colonies with official letters and orders, might take their copy of such texts home when they returned.¹⁶ The traders in whose cases the *kārum* intervened by letters, orders and verdicts apparently could acquire duplicates of these records. And this was also the case with official letters of the City, addressed to the *kārum*, which dealt with an issue that involved a particular trader. The texts of three treaties concluded between the Assyrians and some Anatolian rulers were all found in private archives, presumably

15 See VEENHOF 2003, § 1.1. There is e.g. mention of a “big tablet of the *kārum*-house” and of a trader’s “deposits [booked] on the third and sixth tablet of the *kārum*-house”, but we do not know the system.

16 The role of the messengers of the *kārum* is described in VEENHOF 2008c, 224-46, and there one finds samples of official letters carried by messengers. A large selection of official letters of the Assyrian authorities is offered by MICHEL 2001, Ch.1.

because their owners had represented the *kārum* when they were negotiated and concluded and had retained a copy of the text.

4. A CLASSIFICATION OF THE TEXTS

The records in the archives can be classified in several broad categories:

- a) *Letters*, which comprise usually ca. 30-50% of the texts of an archive. The main types are letters related to the caravan system, letters that report on a variety of commercial and legal problems (frequently small files around a particular incident), letters from and to family members, and official letters, by the authorities in Assur or in Kanesh and their agents. An overview is offered by MICHEL 2001, who presents 400 of them in translation, divided into seven chapters, each with its introduction, dealing with the Assyrian and the Anatolian authorities, the caravan trade, smuggling, commercial partnerships and joint-stock companies, family firms (three samples), and the correspondence of women.¹⁷
- b) *Legal documents*, usually ca. 30% to 40% of the texts, an important older sample of which (340 records) was published long ago in *EL* in a careful classification. They can be distinguished in two types. The first consists of contracts of various types, of which debt-notes, service contracts with personnel, transport contracts, contracts on settling accounts, and quittances are most numerous. Next there is a limited number of contracts concerning family life (marriage, divorce – especially when a trader married an Anatolian bride – and inheritance) and a large variety of other contracts, e.g. concerning securities, joint-stock companies, partnerships, and contracts that served as title deeds, about the purchase of houses and slaves in Anatolia (frequently from defaulting debtors, whose pledges were forfeited)¹⁸. The second comprises a great variety of records that emanate from and reflect the administration of justice, such as protocols of private summonses, testimonies, oaths sworn, interrogations, agreements, records of arbitration, mediation and adjudication, together with protocols of lawsuits and of verdicts by the various colonial authorities. In addition verdicts by the City Assembly of Assur, which issued also “strong letters of the City (Assur)”, written to help a plaintiff whose case has been considered valid by the legal authorities.

17 Other collections of published letters are those related to the caravan system, studied in LARSEN 1967, the letters in Prague, published in Prag I, those in the Assur-nada archive edited in LARSEN 2002, and translations of letters in the recent volumes in the AKT-series.

18 See for such contracts B. KIENAST, *Das altassyrische Kaufsvertragsrecht*, FAOS Beiheft 1, Stuttgart 1984.

- c) *Lists, memorandums and notes*, usually ca. 20-30% of the texts, ca. 600 of which, mostly unearthed before the official excavations by the local villagers and therefore devoid of their archival context, were edited in ULSHÖFER 1995. Alongside a variety of short notes about expenses, distributions of bread and meat, small payments, settlements, deposits, etc., the more important categories are:
- lists of packets of silver and gold, the yield of the trade, but also gifts for various persons, entrusted for shipment to Assur;
 - large memorandums (*tahsistum*) that register all a trader's transactions that had resulted in debt-claims that still had to be paid;
 - lists of records present in his archive at a particular moment, probably drawn up as inventory or because they were transferred.

5. THE FUNCTIONS OF THE TEXTS

Old Assyrian documents are not only very numerous, but there is also no body of cuneiform texts that contains so many references to the writing, reading, sending, transfer, use and storage of written documents. That is because the success of the OA trade depended on them and they were indispensable for three reasons:

- a) In the system of overland trade based on a colonial network there was a constant need of communication, of passing on information between traders living or working at home (in Assur), traveling in the caravans (six weeks from Assur to Kanesh), living in Kanesh or in one of the many commercial settlements spread over Anatolia. Oral communication did take place, but the trade would have been very difficult and much less successful without this written communication.
- b) The trade was so sophisticated and “dense” – that is there were so many simultaneous transactions of an at times complex nature – that the human memory was unable to remember all the data. They had to be written down to aid the memory, to prevent problems and in the interest of good accountability.
- c) The nature of the trade and the value of the goods traded on many levels and in many situations required “valid records” (*tuppum harmum*), that is records whose contents are certified by the seals of parties and witnesses impressed on its envelope. By issuing “valid records” traders could obtain and use capital of investors and money-lenders, buy on credit from the City Hall in Assur, and they used them to contract caravan personnel, employ commission agents, sell on credit, and provide and obtain securities. They not only informed them on transactions, but also provided evidence to be used if problems arose that had to be solved by private summons, arbitration or formal lawsuits.

Written documents therefore had three partly overlapping functions, as means of communication, as aid to memory and as evidence. These functions must also have determined the preservation of the records, but here many things are uncertain. Many letters may have been preserved because they contained important business or other information, but others, such as letters from wives and family, presumably often for emotional reasons. Most letters of both categories must have lost their informative or evidentiary value after a few years and were or could have been thrown away, but we cannot establish to what extent that happened. The preservation of records with a lot of valuable data (e.g. the large memorandums) and records with evidentiary value (e.g. of contracts, investments, etc.) is understandable, but most of the commercial records too lost their value after the transactions recorded had been completed and accounts had been settled, for they are different from marriage contracts, title deeds, or records of the division of an inheritance. Such texts, including judicial records confirming rights that had been contested, had a lasting value, as OB archives show, which occasionally contain records more than a century old. Most OA loans and credits were for a year or less and only investment loans (*ebuṭṭum*) and contracts for joint-stock companies (in which traders used capital made available by investors) could have a longer duration, up to 10 years in some cases. And even though we find some very old debt-notes, possibly never paid and therefore preserved, and we meet a few references to credit not paid back for a very long period, this does not change the fact that the great majority of the records in the archives no longer had any practical or legal value. We have to assume that once deposited in an archive, as long as there was space available to store them, records had a good chance of remaining there. Sifting, which required reading and classifying them, presumably did not have priority. When a son succeeded his father and inherited his house or when a trader moved elsewhere, to Assur or another colony, their records (or at least part of them) would be left behind. It seems rather likely that groups of older records that were no longer needed and were not thrown away were stored in separate containers. Some of the inscribed (but not sealed) bullae may have identified them, such as AKT 6a, 16, “Tablets concerning our Iddin-abum’s debts”, which could be related to groups of records of Shallim-Assur’s elder brother, found in his archive (see above § 1). Unfortunately the excavation reports never identify the tablets that were found together in a particular container or as a group, nor where exactly such bullae were found.¹⁹

The three functions mentioned of course obtain whenever texts are written, but they apply in particular in the framework of the OA overland trade and its colonial system.

19 More such bullae were found in Shallim-Assur’s archive, e.g. Kt 94/k 879, “Memorandums concerning agents”, and Kt 94/k 1062, “Validated records of my witnesses concerning the sons of Iddin-abum”, see ÖZGÜÇ-TUNCA 2001, 347-9.

5.1. Communication

The colonial system meant that members of the same family and firm were regularly and at times for long periods separated by considerable distances, not only between Assur and Kanesh, but also between the nearly forty colonies and trading stations spread out over the whole of Central Anatolia and Northern Mesopotamia. In this situation letters were of vital importance. We can distinguish business letters, private letters – especially those exchanged with wives and other relatives – and official letters, written by the Assyrian authorities, both in Kanesh and in Assur.

Among the business letters an important category are those required by the system of overland trade by donkey caravans. They were called “notifying messages” and “caravan reports” by LARSEN 1967. The first type – sent from Kanesh and from Assur – reports that a caravan with silver and gold or one with tin and textiles had left Kanesh or Assur and summarily mentions its load, the persons involved, also with instructions about what to do with the goods. Those dealing with caravans with silver and gold leaving for Assur must be archive copies kept in Kanesh. The second type reports on the arrival of the caravan at its destination. Those sent from Assur, Larsen’s “caravan accounts”, mention the arrival of the money and describe in detail how it was used to make various payments and in particular for equipping a new caravan: the purchase of merchandise and donkeys (with numbers and price) and the hiring of personnel; the Assyrians themselves called them “letter of purchases”. Those written in Kanesh, again archive copies, report on the safe arrival of the merchandise from Assur, its clearance in the palace (payment of taxes, etc.), the expenses incurred en route and the first sales made. Such letters may well have been sent ahead of the caravans they describe, to inform their recipients in time about what was coming. Known duplicates may indicate that a second copy was given along with the caravan. These letters must be used in combination with the transport contracts drawn up for these caravans and the detailed accounts of the expenses made by the leader of the caravan. The few cases where we have all four texts for one caravan are informative in showing to what extent requests and orders were or could be followed up. Such letters were also used to check whether the goods arriving matched the data of the caravan accounts. A nice example is TC 3, 36:16-23, “We opened the packet (with silver) in the presence of five traders and broke your seals. One took out of it the excise and checked the remainder of the packet: it contained 14 pounds and 37 ½ shekels, which is 1 pound less than your letter mentioned. They must have erred when weighing it there (in Kanesh)”.

The bulk of the letters was written in a large variety of situations, usually to inform about business matters, to make requests or give orders, or to report on a variety of problems – political, economic, social, personal – that interfered with the trade. Many were exchanged between traders and their sons, agents or partners who traveled around in Anatolia or were based in another colony. They

could contain warnings for war, unrest, blockades, difficult customers, or problems with the market, stating that no silver was available, that textiles were in demand, or that there was too much supply of tin (which affected the price). It allowed the recipient to redirect a caravan or to keep merchandise for some time in store. Other letters, at times of a more personal kind, but always also with business information, were exchanged between a trader traveling in Anatolia and his wife staying in Kanesh. Many such letters received elsewhere or en route were apparently taken along when the trader returned to his base in Kanesh and ended up in his archive.

A remarkable sample of communication via various channels is provided by the letter edited in LARSEN 2002 as no. 18. On his journey in Northern Mesopotamia, heading for Hahhum, where caravans would normally cross the Euphrates, Assur-nada receives a letter from his father in Assur, who writes:

If you are afraid to go to Hahhum, go to Urshu (more to the southwest, across the Euphrates) instead. Please, travel alone. Do not enter Mamma (across the Euphrates, northwest of Hahhum) together with the caravan. And in accordance with the orders of the City Assembly your brother's caravan must be split into three. Then let the first leave Mamma and as soon as it has reached Kanesh, the second can leave Urshu, and then the third can leave in the same way.

This letter implies that information on the problems in the area of Hahhum-Mamma had reached Assur, either directly from there or from Kanesh, where incoming caravans had told about it. This information then had made the City Assembly issue an order on the behavior of the caravans and when Assur-nada's father learned about it he wrote a letter to his son, who must have received it en route and have taken it along to Kanesh, where it ended up in his archive.

Interesting information on letters is found in CCT 2, 6:6-15, written when Imdilum is accused by an angry partner of constantly writing him heated, incendiary letters (*himṭātum*), which from now on he will no longer read. Imdilum reacts by writing: "If I have written you any incendiary letter of mine and you have preserved it, send it under your seals to your representatives to show it to me and put me to shame. Or show it to my representatives there so that they can put me to shame. I have copies of all letters I have sent you over time!" We know copies or duplicates, also of letters, but this statement is surprising and if Imdilum was not an exception or exaggerating, we may assume that most copies were in due time discarded, for few were found.

While letters were indispensable, the long distances (it took at least five weeks to travel from Assur to Kanesh) and the time it took to receive a reply, let alone when the addressee was lax in answering, were at times felt as frustrating. One trader wrote in an unpublished letter "What? Must we be hurling big words at each other over a distance of many miles (as) with a sling?" Several traders complain of having written many letters without getting an answer and some even protest that "they have used up all the clay in the town" for their letters

without getting an answer, or ask “Is there no clay in GN that you do not keep me informed?” (see VEENHOF 2009, 195, with Kt 94/k 497:15).

Official letters played an important role in the administrative and juridical sphere. Official letters, at times circular letters of the *kārum* organization (“to each colony and trading station”) and of the City of Assur could impose regulations and order or forbid certain transactions. *Kārum* Kanesh could also order other colonies to take or abstain from certain actions. Official letters of standardized types served the administration of justice by ordering the transfer of a party or witnesses in a trial (LARSEN 1976, 255-8; VEENHOF 2008c, 230-4). So-called “strong tablets of the City”, sent from Assur, could grant rights to plaintiffs, e.g. to summon or interrogate an opponent, to engage an attorney, to get access to certain tablets in an archival room, etc. Official letters of the *kārum* were also instrumental in establishing or renewing agreements or “treaties” (“sworn oaths”) with local rulers or in solving problems, when caravans were detained, goods got lost, traders were apprehended or killed, or palaces delayed payment for merchandise bought.

We know these official letters only because they were found in private archives, presumably because, as mentioned, people serving the *kārum* organization apparently did take such letters home after they had accomplished their job. This was e.g. done by “Kuliya, messenger of the *kārum*”, whose archive was published in AKT 5. It contained several such letters, some clearly circular letters, whose address not only mentioned the colonies and persons to whom it was addressed, but also Kuliya himself as “our messenger”, which turned such a letter into his credential, which he apparently took home. The address of AKT 5, 2:1-6 reads: “Thus *kārum* Kanesh, to the *dātum*-payers, our messenger Kuliya and the *kārum*s of Durhumit, Hattush, Tamniya and Tuhpiya, all the way until Nenassa”, and 5:1-6 begins with: “Thus *kārum* Kanesh, to Kuliya, our messenger, the *kārum* Tegarama and wherever I. son of K. is staying”.

Letters with decisions of the City Assembly in Assur, addressed to *kārum* Kanesh, must also have arrived in more copies, meant for the *kārum* and for the person with whom it dealt, usually a plaintiff whose case had been considered strong. Some were even found in unopened envelopes and since not opening such an important letter is unthinkable, it must have been a duplicate of a letter used by the *kārum* organization in the relevant lawsuit, meant for the party involved. ICK 1, 182 is a letter addressed to *kārum* Kanesh by the ruler of Assur, which communicated the decision reached by the City to grant Imdilum the right to hire an attorney and to send him to Kanesh to gain his case. The copy we know was found in the archive of Imdilum, whom it concerned, but there must have been another copy in the archives of the *kārum*.

5.2. Aid to Memory

The importance of written records as aid to memory is obvious. Traders were usually involved in many simultaneous transactions, for their own family or firm, for investors, for friends and partners for whom they sold merchandise in Anatolia. They worked with representatives and agents, who were given merchandise in commission or sold on credit, and many were also involved in transactions with or via the *kārum* organization. It must have been difficult to keep track of all activities, to remember the size of debts, claims, and investments, due dates, rates of interest, names of debtors and witnesses. There was, moreover, a concern about whether agents would pay in time or had to be summoned and charged default interest. The best aid was drawing up a memorandum²⁰ – whose Assyrian name, *tahsistum*, from the verb “to remind”, has exactly that meaning, – especially one that listed all a trader’s outstanding claims by excerpting his debt-notes. Since the claims were often on agents who had received merchandise on credit, one could also call them “memorandums of outstanding claims” (*ša ba’abātim*, CCT 3, 19b:3-4) or “memorandums concerning agents” (*ša tamkaruttim*), the term used on the bulla Kt 94/k 879. They were valuable as a means to collect outstanding debts, even in the absence of the original debt-notes, because they provided the essential data, including the due date and the witnesses, so that the debtor, confronted with them, would not normally refuse payment. In CCT 3, 19b:3-10, Pushuken’s wife complains, “your representatives have taken away and keep in their possession the memorandum with the outstanding claims that you have left behind in your house (in Assur, when leaving for Anatolia). I cannot get at anything and do not know at all whether they have paid your creditors or not. It is up to you!” The biggest such memorandum I know is a tablet with 113 long lines that registers in abbreviated form 62 different transactions from a period of 18 years.²¹ Such memos were drawn up from time to time or updated and the fact that in most cases the original debt-notes excerpted in them are not present in the archive shows that the debts had been paid; only the contracts of a few bad debts remained.

Memorandums could be kept in a strong room in a “box” (*tamalakkum*), as mentioned in BIN 6, 19:18, and some bullae attached to containers mention “memorandums” among their contents, e.g. Kt 84/k 878, “My tablets in sealed envelopes, my copies, and memorandums”.²² While in general memorandums

20 The expression *tahsistam nadā’um* means “to draw up a memorandum”, or more simply “to note down”. Memorandums are frequently mentioned in surveys of available documents (see for references CAD T s.v.) and BIN 6, 18:18-20 asks: “Bring the boxes (*tamalakkū*) with memorandums along”.

21 See VEENHOF 1985.

22 See ÖZGÜÇ-TUNCA 2001, 347; note also Kt n/k 1460:24-26, “*šiliānu*-containers made of rush in which memos have been placed”.

as private records were not sealed – one calls them “open memorandum” (*t. patî-tum*; AKT 6b, 375:11; 446:19-20), we occasionally also meet a memo with seals. In Kt n/k 176:4-10, I. asks B. “Does this memo not carry your seals? B. answers: ‘They are my seals’. They opened the memo and 45 shekels of silver proved to be written in the memo”. And BIN 4, 32:34-36 asks: “Encase a memo in an envelope (*harāmum*) and write in it ...”. Though not a valid legal record a memo might contain important or confidential data, that had to be protected by a sealed envelope and therefore Ka 24b:31-33 asks to send a memorandum of witnesses under seal.

Because most transactions concerned valuable goods or money and entailed liabilities it was customary to carry them out in the presence of witnesses and to record them in writing. But in some situations no witnessed record was drawn up, but a private note or memo in the first person singular (“I gave, entrusted, paid...”), where the mention of the witnesses in whose presence the action had taken place did suffice, since one could summon them when necessary. An example of how this worked is found in the letter Kt 94/k 769 (courtesy of M.T. Larsen):

I left (as credit) 32 shekels of silver in city B. with E. When we met on the road I said to him: “Give me the silver I gave you!”. He answered: “I have sent it to you with A.” I then seized A. and said: “The silver E. gave you, give that to me!” A. answered: “E. did not give me any silver! If E. can produce witnesses that he gave it to me, I will pay you”. Now seize E. and let him give you the 32 shekels of silver. If he refuses to pay confront him with strong conditions.²³ If E. says: “I really gave it to A.”, then let him give you the name of his witnesses, assist him to get a tablet with (the testimony of) his witnesses in ‘the gate of the god’ and let him bring it to me.

“Memorandums” were drawn up in many situations, dealt with a variety of issues and could vary greatly in size and complexity. Archives usually contain groups of small tablets with up to a dozen lines of script (often only partially inscribed), that register one or a few transactions, usually payments (to be) made and transfers of goods, which were probably drawn up during a business trip, as aid to memory, presumably by the traders themselves, many of which were able to read and write; some of them exhibit a non-professional hand. The few groups I found in the archive of Elamma, judging from their excavation numbers probably were kept together and perhaps still had to be digested or submitted for accounting. A very small tablet, with only four lines of script (Kt 91/k 338) reads, “3 shekels of silver due from the man of Ebla, who took the wool”. That such texts were called *tahsistum*, “memo”, is shown by Kt 91/k 339 (an oblong tablet of only 1 ½ by 2 ½ cm and with seven small lines of script): “1 mina 2 shekels of tin S. borrowed from me; this *tahsistum* is a later one (*warkiat*)”, perhaps an addition to a previous lot. A particular type of memo is of the following type: “I am entitled to a share of 1 ½

23 They usually were that if the person refusing payment was proved wrong he would pay the double or triple of the disputed sum.

mina of silver in the ‘holding’ (and) and of 45 shekels in the ‘one-thirds-fund’ of the caravan of A and B.” (Kt 91/k 323, and variations). They state a trader’s share in the proceeds from a particular caravan (*ellutum*) and were no doubt submitted when the accounts were settled.²⁴ Why and when memos were drawn up is shown e.g. by the letter ATHE 30:17-23, written by a transporter: “22 ½ shekels of silver, the price of 2 ½ *kutānu*-textiles of D., which you charged to me, you have (already) deducted from the transport fee due to me. Do not forget it over there, draw up a memo about it”.²⁵ The writer of TC 3, 100 had promised to do so, saying “when the two textiles I gave you have been converted into silver, I will draw up your memo,” but has to confess “I forgot it when the caravan was leaving”.

Apart from the big memorandums of outstanding claims, there were “memorandums of witnesses”, to all appearances a list of witnesses that had been involved in a particular case. Those “concerning the payment for the wool of Ushinalam”, mentioned in the bulla Kt 94/k 1664, must have been attached to a container that held the memos published as AKT 6a, nos. 91-103. Larsen describes them as «small, square tablets, ca. 3,5 to 4 cms in size (...) which give an amount of silver which has been received from the proceeds of Ushinalam’s wool and conclude with a list of witnesses» (AKT 6a, 17).²⁶ The use of a memo of witnesses is shown by CCT 5, 17a: “We gave our testimony before Assur’s dagger and I now send you a copy of the valid tablet drawn up in the Gate of the God. Read it and make up your mind and then submit a notification²⁷ to the gentleman, which he has to confirm or to deny and also draw up a memo of your witnesses.” The testimony under oath, rendered by the writers, is sent to the addressee, who has to use it to force his opponents to accept or deny the claim. This is done in a formal confrontation, in the presence of (court) witnesses and the writers ask the addressee to send them a note on who they were (so that they could be summoned later, if the problem was not solved). Another example is in the letter CCT 4, 14b:15-18, where the creditor A. has to be paid: “He (Hanaya) still owes me [x] minas 15 shekels of silver. And when I departed on my trip I left you a memo with my witnesses, saying: Draw up a valid record (of their testimony), then intervene and take (it) from the silver of Hanaya and satisfy A.”

24 See for the system and the terminology used, DERCKSEN 2004, Ch. 9.

25 In Assyrian: *ina libbika e ūši tahsistaka idi* (correct the editio princeps).

26 These memorandums mention in all ca. 2 talents 18 pounds of silver, the proceeds from the sale of ca. 25 tons of wool, received by 13 different traders, which shows the size and complexity of this commercial operation.

27 The expression is *nudu’am nadā’um*, perhaps “to make a note, to serve somebody a notice” (one also finds “to give somebody a n.”). The noun, from the verb *nadā’um* that is used for “to put down, draw up” (e.g. a memorandum), occurs a few times in the combination *ina tahsīsātīm u nudu’ātīm*, “among (a person’s) memorandums and notifications” (see CAD N/II 312 s.v. *nudu’u*), as the place where one has to look for a particular tablet, but we are as yet unable to differentiate the two types.

5.3. Evidentiary Value

Most transactions, which frequently concern valuable merchandise or substantial sums of money, took place before witnesses and were recorded in writing, usually on a “valid tablet” (*tuppum harmum*). This term qualifies a tablet by the verbal adjective *harmum*, lit. “covered (by a clay envelope)”, which has the meaning “valid(ated)”, because the envelope carries the seal impressions of parties, witnesses, etc., that gives a record its legal, evidentiary power.²⁸ The inscriptions on the bullae, attached to various containers with tablets, mention among their contents “valid tablets”,²⁹ which were carefully preserved so that, if problems arose, they could be “produced”, “shown” or “submitted”. “Valid tablets” could record a variety of contracts concluded before witnesses, ranging from simple debt-notes to contracts about a joint-stock company (*naruqqum*), with many investors and a large capital. Others are settlements of accounts, agreements, records of deposit, acquisition of securities, sale of houses and slaves, etc. They were used during private summonses and lawsuits and could settle conflicts, unless it was claimed and proved that a record was no longer valid.³⁰ The awareness of their existence and warning statements such as “I have in possession a valid tablet” (*tuppam harmam ukâl*), scil. as proof of my claim, must have induced people to meet their obligations. The importance of such a “valid record” is also clear from Kt n/k 470 (courtesy of C.Günbattı), drawn up to “revive”, to replace a lost quittance as proof of the payment of a debt. Lines 1-9 presumably repeat the original text, stating that the debt has been paid, and they are followed by the phrase that the *kārum* organization summoned those who had sealed that record, who then “revived (l. 15, *balluṭum*) the tablet before Assur’s dagger” by their testimony under oath.³¹

Various types of “valid records” were generated by granting credit and extending loans, due to complications met in collecting or paying them, in forcing

28 The verb is also used in abbreviated expressions, such “witnesses *harrumum*”, short for “drawing up a valid record of a testimony sealed by the witnesses”.

29 Ten occurrences in ÖZGÜÇ-TUNCA 2001, 319-50. Note Kt m/k 100, with the text “Copies of valid tablets of the debt of A. and I., whose originals are in the strong room of Š.,” and Kt 93/k 273, “Valid tablet with the verdict of the *kārum* concerning S.” In AKT 3, 106:11-13, a trader asks his wife to send him “the boxes (*tamalakkū*) with valid records which A. left behind with you”.

30 OA expresses this by the stative of the factitive stem of the verb *akāšum*, *ukkuš*, not yet recognized in CAD A/I s.v., meaning 3, which mentions only one occurrence and translates “mis-laid”. The now more than a dozen references leave no uncertainty about its meaning, e.g. in POAT 2:24-26, where as a result of a comprehensive settlement of accounts “all the earlier valid tablets of the debt of I. are (now) cancelled” (*ú-ku!-šu*), and such a fact can also be the consequence of a verdict (CCT 5, 18d:3-5). In Kt r/k 17:5-6 a man is accused of having given “invalid tablets” as pledges. In younger variants of the clause in quittances, that if the missing debt-note still turns up it is “invalid” (see below under b), *ukkuš* may replace *sar*, e.g. in *Ugarit-Forschungen* 7 (1975) 318, no. 4:15 (read: *a'-ku-uš*).

31 “Reviving” lost legal records is attested in other periods too, see VEENHOF 1987, 49-50 for some Old Babylonian examples.

defaulting debtors to pay or provide a security. They were meant to safeguard the interests of the creditor, as is shown by some cases where in the objectively styled contracts in the third person singular clauses in the first person singular were inserted, (as) spoken by the creditor during the transaction and by which he had claimed (additional) security.³² They occur in various types and situations and the most important types are the following.

- a) A debtor denying or disputing a claim, promising a (delayed) payment and in some other situations could be forced to accept a “binding agreement” (*tarkistum*) in which he promised to pay a fine (frequently the double or triple) if he was subsequently proved wrong or did not live up to his promise. A similar “contract” could be imposed upon a person who shifted a debt claim to somebody else and therefore had to “confirm” (*ka unum*) this presumed debtor on penalty of a fine. The result in such cases was a witnessed “valid tablet of his binding agreement”, on which he impressed his seal.³³
- b) If a debtor paid his creditor or his creditor’s representative and they did not have the original debt-note available to return it, the debtor received a “tablet of satisfaction”, a quittance (*tuppum ša šabā’ē*). It recorded the payment in the presence of witnesses and invariably stated that if later the debt-note should turn up it was invalid (*sar*; examples in *EL* nos. 191ff., and see above note 30). Letters mention that such a quittance could be exchanged for the original debt-note, whereupon both records could “die” (*muātum*) or “be killed”. This is usually interpreted as “be cancelled”, which was done by breaking the sealed envelope, which deprived the tablet inside of legal force³⁴ (but allowed its preservation for administrative purposes, see below § 6 on “splitting a tablet”). That several quittances have turned up in archives suggests that the exchange and perhaps the return of the original debt-note did not always take place or perhaps at times was impossible. While it is true that a debt-note became harmless if its envelope was removed and the existence of a quittance

32 E.g. clauses where the creditor states “item/person x is my pledge” (VEENHOF 2001, 127-8), or where he grants himself the right, if the debtor defaults, to borrow the amount owed at the latter’s expense with a money-lender (see below type c).

33 See for the procedure Kt 91/k 242:3’-11’, “They drew up a valid tablet of his contract(ual obligation), that he promised to confirm PN. If he does no confirm PN, he will pay in accordance with the contract of his valid tablet to the creditor [...]” (remainder missing). An example of such a “contract” is TC 3, 262, dealing with a man who denied the accusation of not having paid his share in the purchase price of a slave. The envelope, after mentioning the seals, begins with “Contract (*tarkistum*) of S. ..., that he will pay 12 shekels of silver for 6 shekels of silver”, hence a conditional penalty of 100%.

34 See for “dying tablets”, Veenhof 1987, 46-50, where some occurrences are discussed. In Prag I 446, an arrangement between the sons of debtor and creditor, states that if the former produces a sealed quittance, the latter will release the debt-note, whereupon “the one tablet will smash the other”. The exceptional use of this verb (*mahāšum*) indicates physical destruction.

neutralized its validity, the debtor must have wanted his debt-note back to destroy it.

- c) A loan contract with the creditor as debtor, because, as he had stipulated in the debt-note, he was authorized to borrow the debt owed by a defaulting debtor at the latter's expense with a moneylender and to charge the debtor compound interest (VEENHOF 1999, 66-9).
- d) Debt-notes, usually for smaller debts, which are stated to be owed to "the *tamkārum*", that is an unnamed creditor. This allowed cession of the claim and we have letters where somebody writes in such a case: "I have a record stating that I am the *tamkārum*". In about a dozen cases we meet the clause stating that "the bearer [twice "the holder"] of the tablet is the creditor" (*wābil tuppim šut tamkārum*). It turned debt-notes into bearer's cheques – the earliest occurrence of this device – and this made it possible to cede and perhaps to sell debts (see VEENHOF 1997, 351-64).

The procedure described under d) explains the existence of a particular type of debt-note and means that it may turn up in an archive without a (for us) obvious connection with its owner, and there are more OA devices that have such consequences. One is that debt-notes and similar records had a monetary value and could function as a kind of (clay) money. They could be handed over as pledges, alongside valuable property,³⁵ and at the division of a trader's inheritance his widow and children could be assigned bonds, which they could exchange or convert into silver. Shares in a joint-stock company (formulated as a debt owed to the investor) could be inherited and sold, and I even found a case where a man was ready to draw up a (in my opinion fictive) contract whereby he owed to his brother's creditor exactly the same amount of silver as his brother and so provided him a security. It is only in officially excavated archives that one can identify such "strange" tablets and search for an explanation of their presence.

Alongside witnessed contracts also "testimonies" (*šibuttum*) play an important role in the OA commercial society as evidentiary records, for several reasons. One is that commercial transactions inside Anatolia could be cash, that in the trade promises and oral agreements were used, and that in general in trade not all payments, expenses and losses could be recorded in writing before witnesses.³⁶ Therefore they had to be accounted for by statements, oral declarations, not infrequently under oath. In OB commercial partnerships too the final settlement of accounts about yields, losses, and profit frequently took place by clear-

35 See for this feature, VEENHOF 2001, 132-3.

36 Not necessarily because no *writer* was available, for there are indications that traders could read and write, as shown by less professionally written texts and the information that a son of a trader was learning the scribal craft in Assur.

ance (*tēbibtum, ubbubum*) in the temple of the Sun god, apparently under oath. Testimonies could become necessary if a trader died and not all his assets and debts could be proved, records turned up whose status was uncertain and if his sons and heirs had to declare “We are sons of the dead, we do not know ...” In such situations oral witnesses are produced and testify and we have two verdicts of the City Assembly in Assur that refer to an existing procedural law, written on a stele, that states that a debt-claim on a dead trader will only be honored “if it is confirmed by witnesses”.³⁷

Most testimonies appear in the course of the administration of justice and this was a consequence of the judicial practice, because it was often not easy to recover the facts due to the complications of the trade and because parties, witnesses and evidence could be in different places.³⁸ One usually tried to solve conflicts, especially on the payment of debts and similar claims, first on a private level by summoning a debtor or opponent “before witnesses” or mediators. The latter were “seized” (at times by mutual agreement of the parties) in order to “finish, settle the affair” (*awātim gamārum*). Letters frequently mention these matters and ask “to set witnesses against” (*šībē šakānum ana*) a person who refuses to meet his liabilities. When such a private attempt failed or when the opponent did not stick to what he had promised, the plaintiff could appeal to the *kārum* court to obtain satisfaction. In such a case this court first made the witnesses and mediators who had been present at the earlier confrontations render testimony of what had happened and had been said. Occasionally the testimony of these witnesses and mediators had already been recorded in writing, in which case we read, “We gave our tablet”. In most cases they gave an oral testimony “before the dagger of Assur” or “in the gate of the god”, which was then recorded in writing in the form of a deposition in the first person, which the witnesses signed (by impressing their seals) and which was given to the court.

To do so certain complications might have to be surmounted, because the usually two or three witnesses were expected to deliver a single testimony, one of “witnesses in agreement” (*šībū etamdūtum*; BIN 4, 70:17-18, “until I obtain a tablet of two witnesses in agreement so that we do not come to shame”). And this final testimony, recorded in writing, was at times apparently preceded by and based on drafts, which we find in the archives, alongside (provisional) copies

37 See VEENHOF 1995, 1729, on the use of the verb *kuānum*, “to be confirmed”, as used in Kt a/k 394:17 and Kt n/k 1925:16f. This is not a general law applying in all situations, for the verb as such can be used of both oral and written evidence, as shown by another verdict of the City Assembly, quoted in AKT 6a, 294:16-17, which demands that a disputed debt, contracted in Anatolia, “shall be confirmed by his tablets or his witnesses”. There was no difference between the value and power of oral and written evidence, their use was conditioned by their availability and the situation.

38 See for the details and the variation in the procedures and testimonies the dissertation of Thomas HERTEL, *Old Assyrian Legal Practices*, defended in Copenhagen in 2007 and to be published soon.

of testimonies, probably prepared for the benefit of the plaintiff or of those who had rendered it. The unique judicial record *POAT 9*, drawn up because one party contested a testimony given, describes how it had been drafted. In a formal appeal D. said to M.:

I did not arrange to let you give testimony. Why have you given a tablet with your testimony?" M. answered: "I did not give the tablet at my own initiative. The gentleman (who needed the testimony) appealed for us with *kārum* Tawiniya and the *kārum* made us testify, whereupon we, I and my companion, gave the tablet (with our testimony)". M. added: "When we drew up the tablet in the gate of the god my companion reminded me of a few things ("words") that I did not know. And after I had made him swear an oath ("made him raise his hands") we added them". D. repeated: "I did not arrange to let you give testimony!"

The administration of justice by formal courts also gave rise to a variety of records. The *kārum* authorities and the City Assembly could both issue "strong tablets" that granted plaintiffs whose case had been considered strong, the right to hire an attorney, who had powers that enabled him to search for the truth. Parties could be forced to swear an oath in which they had to confirm or deny a variety of facts. Such formal, substantive oaths were apparently carefully formulated and written down in advance by the court. They started with a formal invocation, "Listen, god/goddess of the oath", followed by verbal forms in the mode (subjunctive) of the oath" (e.g. *EL 284*, and *CCT 5, 14b*). Such formal oaths were sworn while holding the dagger of the god Assur, in "the gate of the god", and in such cases the court could appoint special witnesses to attend the swearing of these oaths. The tablet with the text of the oath sworn was put in an envelope, with the seals of the persons "who heard his oral statement" (*ša pi/ašu išme'ū*) to confirm its authenticity. It usually ended up in the archive of the party that had won the case.

The complexity of the issues and the fact that persons and evidence could be located in Assur, Kanesh or elsewhere, frequently prevented a quick solution and verdict. It resulted in various so-called 'procedural verdicts', that prescribe steps to be taken to collect the evidence and find the truth, such as gaining access to tablets, summoning witnesses, interrogating people, making statements, and they can be conditional ("if... then..."). The final verdict, frequently passed many months later, is usually rather short and restricted to the main issue. OA did not produce verdicts of the Old Babylonian type, which present a short history of the case, describe the various steps taken to find the truth and even occasionally mention the reason for the verdict. Difficult cases, in particular those concerning the liquidation of a business after a trader's death and the division of his inheritance, could generate large files of, at times, dozens of texts of different type, most of which are undated. The challenge to reconstruct such cases can only be met if such a file can be reconstructed or is found in an excavated archive.

6. FUNCTIONAL OVERLAP

The three functions of written records overlap. Information in letters, in particular in the long caravan accounts, is a valuable aid to memory and it can be used to claim that a caravan upon arrival proves to contain less than had been mentioned in the letter that also functioned as a kind of bill of lading. Long memorandums listing outstanding claims can be more than an aid to memory. CCT 2, 8-9, a letter of 75 lines written by Imdilum to his brother, his son and an agent, consists mainly of a long list of his outstanding claims, which quotes two memorandums we have (CCT 6, 9a and KTS 2, 42), but it ends with the request: "Please, make all these agents (*tamkārē*) pay!". The data from the memorandum transmitted in the letter apparently enabled the addressees to dun the debtors, even without the original debt-notes at hand, because they must have been aware of their liabilities and knew that with the data available the witnesses could always be summoned to buttress the claims.

Letters can also have evidentiary value, especially those called *našpertum*, "missive". The word is very common, but refers especially to letters that are not simply communications, but in which orders and authorizations are given, facts are stated or acknowledged, or claims established. They have a kind of legal force and are sent under seal to the person (a partner, agent, representative) who can use them to realize something in the name of the sender. A *našpertum* can bring about the release of a tablet held as security for a debt and they play a role when more persons are involved in a transaction, e.g. when debts, claims, securities or merchandise have been transferred and an authorized "missive" is required to be able to proceed. In ICK 2, 150, where E. had probably ceded his debt-claim or entrusted its collection to his partner, we read: "If E. says: 'I. owes ten pounds of copper to P.' and if P. indeed brings a *našpertum* with E.'s seal stating that I. does owe 10 minas of copper to P., then I. will pay the copper to P." The text adds that "if the *našpertum* is supplied I. shall not make E. swear an oath", i.e. is not entitled to request further proof. Kt 91/k 368:20-25 states that "if A. (to whom E. had entrusted merchandise for transport) protests against releasing it to P. (the addressee of the letter), then let him hear the *našpertum* of E. that he must entrust the textiles in their sealed bags to you."

Because of their evidentiary value such missives were preserved in their sealed envelopes or in a packet. Archives have yielded more than forty inscribed bullae with the text "*našpertum* of PN", apparently a label attached to such a tablet or a packet containing it, stored in the archive. They remind me of OB letters in which superiors give instructions, which at the end may state: "Keep/guard this letter of mine as testimony / proof of me /my word". It is not by accident that these words occur especially on a rare category of sealed Old Babylonian letters, called *ze'pum*, which may be compared to the equally sealed Sumerian "letter orders", kept by administrators as proof of the discharge of an order, of the deliv-

ery of goods.³⁹ I also mention here that when the ruler of Assur wrote a letter to Pushuken to ask him for a favor (POAT 18) and promises that he will take action for him in a undisclosed matter, he adds in lines 17-21: “Now look, one brings you two tablets. Read one of them and keep the other with you”. The second must be POAT 18, found in its sealed envelope and I assume that it was preserved as proof of the promises made by the ruler.

Legal documents, both contracts and judicial records, with a primary evidentiary function, of course at the same time can be valuable sources of information and this may have been a reason to preserve them, also when their legal value no longer mattered. This is particularly true of debt-notes, occasionally true loans, but more frequently recording the amount of silver an agent has to pay for merchandise received in commission. Upon payment of the debt they had to be given back to the debtor – they are called “his tablet” – to annihilate this proof of a discharged liability (see above, § 5.3, b). But for a trader, creditor or debtor, the information provided by a debt-note could be valuable for his administration, in particular if he had to render account of his business to investors or partners. I have suggested that, upon payment, one could break the sealed envelope (which gave it its legal force) and preserve the tablet inside, now devoid of any legal value. This would explain why so many debt-notes without envelopes are found in archives, not all of which we can simply consider proof of unpaid debts. This is now confirmed by a few occurrences of the verb *laṭā’um*, “to split”, with a tablet as object, e.g. AKT 6c, 561:7-15, “Pay this silver to E. and obtain the release of my tablet (debt-note) and split it and deposit it with A., among my tablets” (cf. AKT 6c, 671:14-16 and Larsen’s note on these lines). It means separating envelope and tablet, destroying the former, which carries the seal impression of the debtor and gives it its legal force, and keeping the tablet inside.

7. COPIES AND DUPLICATES OF RECORDS

The preceding pages have made clear for which purposes written records were used, but some additional data must be added. Insight into the use of tablets is also provided by the many references to copies or duplicates (*mehrum* or *mehertum*). The inscription on the sealed bulla Kt 94/k 878 identifies the contents of the container it was attached to as “my valid records, my copies and memorandums”, and TTC 21:1-7 states “we entrusted the boxes with tablets of E. (and) the boxes with copies (*tamalakkī mehrī*)” for transport. Inbi-Ishtar in CCT 2, 17b:3-6

39 The OB letters write *ṭuppī anniam ana šībūtia* (variants *šībūt awātia* and *qīp awātia*) *kil(lam)* or *uṣur*, cf. VEENHOF 1986, 33 note 125; see for *ze’pum*, F.R. KRAUS, in: J.-M. DURAND - J.-R. KUPPER (eds.), *Miscellanea Babylonica. Mélanges offerts à Maurice Birot*, Paris 1985, 141f., § 7. An unpublished Old Babylonian letter order writes “preserve my tablet as (if it were) a sealed document’ (*kīma kanikim*).

asks his correspondent to take along “both valid records and copies and memorandums that you have in your possession” and KTS 40:33 mentions “tablets of my witnesses and their copies”. We also read requests to make and send copies overland,⁴⁰ for which one used a specific term, *mehram šubalkutum*, as discovered by Larsen. It is used in AKT 6a, 231:8-17, “On the day my father left Assur he made his testament in your presence. Please, my fathers and lords, have a copy of my father’s will made, what he decided for us. Give this tablet, as it has been cleared (?), to A. and send him here with the first caravan”.

We have to distinguish between copies and duplicates, although Old Assyrian does not have separate terms for them. A duplicate is a document that was immediately produced in more copies, an example of which is the letter of the ruler of Assur sent to Pushuken (POAT 18, see § 6), both copies of which apparently were in an envelope sealed by the ruler and hence “valid”. With “valid deeds” we can easily identify copies made later, because they can only reproduce the text on the envelope, which begins by listing the persons who had sealed it, while on the tablet inside they are mentioned at the very end, as those “in whose presence” (*ma-har*) the contract had been concluded. An example is AKT 6a, 123, a copy of the text on the envelope of an original debt-note, referred to in other texts, but not preserved in the archive. Such copies of debt-notes (also of quittances and service contracts) make sense, because the sealed envelope usually reproduces the text of the contract inside, occasionally with minor differences, also due to limitations of space alongside the seal impressions. Of many “valid tablets”, notably depositions, the text on the envelope is usually short and limited to mentioning the witnesses and the so-called ‘procedural formula’, “for this affair the *kārum* gave us and we gave our testimony before Assur’s dagger”. Copies of such envelopes are useless, since they do not contain the substance of the testimony or agreement. If copies of such texts are needed they have to be made before the tablet is encased in the sealed envelope and this is indeed what we can observe. I mention some examples of copies of depositions from the archive of Shallim-Assur, now accessible in AKT 6a. First copies made from (indicated by =) tablets before they were encased in envelopes: 10 = 10a inside envelope 10b; 56 = 58 inside 57; 77 = 79 inside 78; 84 = 83 inside 82; 191 = 191a inside 191b; 194 = 195b inside 195a. Other tablets, on the basis of the identity of the witnesses and the “procedural formula” must be copies of tablets still inside their unopened envelopes: 46 and 47 = 48, 53 = 54, 104 = 105, 106 and 107 = 108, 118 and 119 = 117, 195 = 196a. And we also have copies of depositions whose sealed original is not preserved in the archive: 63 = 64 (settling accounts), 221 = 222 (summons), 227 = 228 (interrogation), 257 = 258 (interrogation), 270 = 271 (answer to an attorney, called “witnessed statement”).

40 See references in CAD M/II, s.v. *mihru*, 1, a, 2', a'-b'. Cf. TC 3, 9:14-16, “send overland to me a copy of the record stating that my affair is terminated”; TC 3, 44:14'-19', “they have removed the copy (of the caravan account), there is no copy of the textiles they have been depositing here. We have made and sent copies of the valid records and they are under seal in the house”.

The same applies to verdicts of a *kārum*, where the text on the envelope starts with “Seal of *kārum* GN”, while the (copy of the) tablet inside begins with “The *kārum* passed the following verdict: ...” This applies to AKT 6a, 66 (copy) and 67 (unopened envelope), cf. the tablet 80 from the opened envelope 81.

Shallim-Assur’s archive also contained three virtually identical copies of a contract for the transport of a large amount of silver to Assur, AKT6b, 478-480, whose purpose is not clear, but the background might have been a conflict. This is suggested by texts 495-497, three identical copies that start with the text of such a transport contract, but presented as testimony by the persons who had witnessed the transfer of the silver, given because, as the ‘procedural formula’ shows, the *kārum* had made them testify.

I am not able to offer a general picture of the making and use of copies, which requires much more research and has to take into account the numerous references in letters. But I note that the edition of an excavated archive shows that copies, especially of depositions and at times several of the same record, were fairly numerous and apparently considered useful. Their presence in Shallim-Assur’s archive probably has to do with the long and at times bitter fights between members of the family, which generated and required a lot of written evidence, in addition to the presence of a large file concerning a dead brother, whose executioner Shallim-Assur was (see above § 1). All copies mentioned above were found in this archive and therefore had been kept in store. Copies certainly will also have been sent out to provide others, members and associates of the family/firm living elsewhere (including Assur), with records of evidentiary and informative value. Many letters do indeed mention the making and dispatching of copies and we have information on their uses during summonses and lawsuits.

For the existence of copies of letters various explanations are possible and some reasons have already been mentioned in § 5.1. Copies or duplicates are also likely for important letters addressed to more than one person, if they did not live in the same place. While most copies we know are of legal documents, we cannot assume that every person who sealed a contract or deposition as witness received a copy of it. Copies of debt-notes are fairly rare, but they were occasionally made to allow a partner or representative to collect a debt. In CCT 2, 38:3-9, Puzur-Assur writes to Pushuken: “I told you that I wished to stay here one month longer in order to collect all my outstanding claims. But you said: ‘Leave me your copy, then I will collect the silver and send it after you’.” Such a copy therefore is comparable to a memorandum with excerpts of debt-notes. Some of the latter state why they were made, e.g. *EL* 225:47-48, “Copy of valid records (made because) they went overland”, similarly *EL* 224:37-38, *ICK* 1, 187:63, *TC* 3, 13:45-47, each time at the end of a long memorandum. It is understandable that this was done for reasons of security, considering the value of the original debt-notes. Security is also suggested as a reason for making a copy in CCT 3, 14-19, whose writer orders to bring all his belongings into a new house, “lock it up and give a copy (listing) all you left behind to the maid and leave a second one behind in the main dwelling”. Some

of the copies of testimonies or depositions must be due, as mentioned above (§ 5.3), to the fact that several witnesses together had to give one single testimony, which generated drafts and copies to be checked and approved. But they also appear in connection with important legal cases, apparently to provide witnesses with written evidence of what they had testified and for which they might be held responsible. An interesting example are the two copies of a long deposition in connection with a conflict between the *kārum* organization and an Anatolian ruler, who had accused and jailed an Assyrian trader for conspiring with a rival ruler. The deposition reports how the *kārum* negotiated with the ruler to obtain the release of its member, but we do not know how the affair ended. The deposition is given by five traders, apparently appointed to negotiate for the *kārum* organization, and they testify before the *kārum* of what had happened. That this was done “in accordance with a tablet of the City” (of Assur), shows that the matter was important enough to get the City involved. One copy of this long text was found in the archive of the family of the victim, Assur-taklaku, excavated in 1993 (see MICHEL 2008b), apparently supplied in order to inform his relatives. The second turned up in that of Usur-sha-Ishtar, excavated in 1962, who was one of the traders who had negotiated and testified.⁴¹ One might expect other copies of this deposition, made for the other members of the delegation, for the archive of the *kārum* and one to be sent to Assur. This is a rare example, because we know the origin of the two copies, but it suggests that there were more such cases, also in less serious affairs, where copies of a deposition may have been made and distributed, but they are difficult to identify if we are dealing with records from illicit excavations, scattered by the antiques trade.

8. FINDING ONE’S WAY IN A LARGE ARCHIVE

The use of a large archive with more than a thousand cuneiform tablets is only possible to somebody who knows what it contains, where particular texts are to be found and is able to read them. This was obviously in the first place the owner of the archive and we know that many traders could read. But others too had to be able to do it, e.g. if in the absence of the trader a debt-note had to be retrieved (*šēšu’um*) to be returned to a debtor who had paid or to be shown to a reluctant one, when a tablet handed over as pledge or given in safe deposit was asked back, or when a trader had died and particular records needed to be inspected or used.

The use of an archive by its owner is taken for granted and we regularly read that he inspects, selects, takes, removes and adds documents, which are “placed among his tablets” (*ina libbi ṭuppēšu šakānum*). More information is occasionally

41 See for the copy excavated in 1962, C. GÜNBATTI, *The River Ordeal in Ancient Anatolia*, in: W.H. VAN SOLDT (ed.), *Veenhof Anniversary Volume*, Leiden 2001, 151-60, where one also finds the data on the other copy, Kt 93/k 145.

given when an absent owner asks others, such as his wife, employee or partner, to do so and he gives some details, or when he shows his concern about the safety of his records. The writer of AKT 3, 112, hearing about A.'s departure writes: "I had entrusted to him the boxes with tablets under my seal and he was to guard my seals (...) Ask his representatives there whether he has left the tablets somewhere(?) or has taken them out personally". Good examples of requests to wives are in the letters addressed by Ennam-Assur to his wife Nuhshatum, who is in charge of his house in Kanesh and has to guard it and its archive. "Do not give any tablet to anybody until you see me", he writes to her in Kt 91/k 563:10-14. It is probably not by accident that in the address of his letters she usually figures alongside what must be his representatives, friends or agents, presumably because she has to allow them to find and identify the tablets he asks for, since she could not read them. He asks her and a certain Alaku in AKT 3, 84:4-23, "Look (plural) for the tablet in which I certified (the testimony of) my witnesses A. and E. in the gate of the god, which is placed in the container with the tablets of the gate of the god. Take it out of it, pack it, solidly, in leather, seal it and entrust it to H. or S. to bring it to me". In AKT 3, 82:4-13 he asks her and her husband's representatives: "In the *hušālu*-container⁴² a memorandum without envelope, listing the witnesses on behalf of P., has been deposited among the tablets. Inspect it and if the witnesses in question are staying there, lead them down to the gate of the god and validate the tablet with their testimony and inform me about it." In AKT 3, 106:11-13 she is asked to send him immediately "the boxes with valid records that A. left behind for you".

These letters and many other texts show the existence of various containers, the most frequent one called *tamalakkum/tamalākum*, a word only attested in OA, whose meaning is unknown, perhaps a kind of wooden box, usually protected by sealings.⁴³ Such a box can be identified by its position in the archive ("the upper t.", of a stack or on the shelf? Kt 93/k 69:18), by its size (we meet a small one with six tablets and a big one with more than twenty tablets; cf. also AKT 3, 104:17), and by its cover or encasing. Kt 93/k 69:18-27 (courtesy of C. Michel) states: "We opened the upper *tamalakku*'s that were covered by (or: encased in) leather (*ina maškim harmū*) and removed the tablet"⁴⁴. But one also identifies boxes by their specific

42 Attested only in OA, also in Kt 91/k 446:18, which mentions the sealing of a *hušālum*.

43 See AKT 5 p. 174 and CAD T s.v. Other frequently mentioned containers used for tablets (and other items) are *šiliānum* and *huršīānum*, both only attested in OA, exact meanings unknown, see AKT 5, 175. BIN 4, 90:14-16 mentions "three t.'s with tablets put under seal in a *šiliānum*", and according to Kt k/k 53:12-15, a *huršīānum* is to be taken out of a t. Both t. and h. are also used for transporting tablets. Note a *ṣ.* made of rushes (*ša ašlātim*) in Kt n/k 1460:26, which suggests a basket-like container. Kt f/k 11:5-6 mentions "small *ṣ.'s*" containing sealed records, and BIN 6, 218:5-6, 13 t.'s with tablets alongside a pouch (*zurzum*) with tablets. See for the rare *hušālum* footnote 42.

44 Kt f/k 11:23 (courtesy of L. Umur) mentions a *šiliānu*-container with a leather cover/casing (*maškam harim*), containing tablets.

contents and we meet “a t. with tablets with certified testimonies” (*ša šibē*), “t.’s with memorandums”, “t.’s with valid records”, “a t. with copies” (*ša mehrē*, TTC 21:1f.), “a t. with big tablets of the caravan(s)” (*ša tuppē rabûtim ša harrānim*, AKT 3, 77:7), “7 t.’s with tablets of agents (*ša tamkārim*, TPAK 1, 77:3), etc. Note also Kt 91/k 147:29-32, “In all 12 tablets, placed in a t. with new tablets, not in envelopes”.

If tablets in an archive were stored and arranged in groups of various type, in different containers, one would expect the excavations to have revealed their material traces. This is true and in addition the archives have produced a large number of inscribed, frequently sealed bullae, originally attached to packets or containers with tablets, whose contents or nature they mention.⁴⁵ Most numerous is the designation *našpertum*, “missive” (already mentioned above), followed by the name of the person who had sent it or for whom it was meant. Some inscriptions start with the word “tablet(s)” followed by qualifications, such as “of PN”, “of the debt of PN”; other mention “valid tablets” (in sealed envelopes) or “quittances”. Fuller descriptions are: “copies of tablets by which I sent silver to PN,” “my encased tablets, my duplicates and my memorandums,” “certified tablets of my witnesses,” “tablets of the city,” “tablets of the testament of A.,” “tablets of native Anatolians,” “testimony of A. and B.,” “tablet of the gate of the god concerning A.,” and “memorandums of witnesses of the price of wool of A.” It would be too much to describe this as a classification system, but it is clear that groups of tablets, often files or tablets of similar type, were kept together, stored and labeled so that they could be found more easily.

The excavator, Tahsin Özgüç, in several publications has described how he found the tablets and the bullae. On the archive found in 1994 (in the house in grid LXIV/LXV-130/131, now being published as AKT 6) he writes (ÖZGÜÇ 2001, 370): «In the conflagration the thin partition wall between rooms nos. 5-6 fell down to its foundations and the tablets kept in the two rooms were mixed up. An archive of 947 tablets and unopened envelopes and pottery were found in these two small rooms. They were evidently kept on wooden shelves against the walls and the tablets found along the walls are those that fell off the shelves in the fire. The tablets that had been packed in bags, in straw wrappings and sacks were discovered in piles in the middle of the rooms. A group of tablets, as usual, were kept in pots. The pottery was set along the base of the walls». On the archive excavated in 1991/2 (in the house in grid LVI-LVII/128-129, the archive of Elamma, which I am publishing) he wrote: «The archive of the merchant was found along the base of the east wall of room 3 and in rooms 4-5 in groups once packed in boxes, bags, sacks and straw mats. On top of each group lay one or two bullae. Unopened envelopes were placed at the bottom, tablets on top. In contrast to other archives

45 The inscribed bullae were edited by O. TUNCA, *Inscriptions on the Bullae*, in: ÖZGÜÇ-TUNCA 2001, 319-50.

here we did not find tablets stored in jars». ⁴⁶ Elsewhere he mentions the discovery in a room of «two groups of 50 unopened envelopes, lying side by side» and observes that the shape of a rectangular pile of tablets and fragments of carbonized wood suggests that they were kept in some kind of wooden box.

Unfortunately, these observations are rather general, with few photos of the tablets in situ (but see ÖZGÜÇ 2003, 71-5, ill. 13-18) and the ground plans of the houses do not show the exact positions of the hoard of tablets. Moreover, we almost never learn the excavation numbers of the tablets found in such groups or in jars, so that it is impossible to identify them. The bullae attached to or belonging to containers or packets with tablets in most cases were numbered and published separately, so that it is extremely difficult to establish – in the few cases when the archive in question is published – to which groups of tablets or packet they belonged. It is regrettable that the unique opportunity to discover more about archival classification and storage is lost, also due to the absence of an epigraphist at the dig where every year so many written documents were found.

One would expect that tablets in current use were stored on the shelves along the walls (on which the *tamalaku*-containers could have been placed) or on benches covered with reed mats, perhaps in open bowls, to be easily accessible. Since retrieving and selecting tablets stored in jars is rather difficult, jars may have contained older tablets, preserved but rarely used, but we cannot prove it. The excavator has suggested for the archive excavated in 1990, in the ‘Avant-propos’ (p. 8) of TPAK 1, that the position in which tablets were found in the ruined archival room might indicate that some groups were kept on a second floor. One part, whose excavation numbers he mentions, was found on the floor, the rest mixed with the debris that filled the room. But the distinction is not very convincing, for I have found that the envelope of text 10 was found in the debris, but the tablet it contained on the floor. That certain groups of tablets were kept on a second floor, where the living quarters were, is not impossible, but would be surprising, since the strong room on the ground floor, closed with a heavy, sealed door was better and safer.

These last observations show that there are still many questions, but the potential of the material is huge. Because the textual data are so rich and diversified and their philological analysis already yields important insights, a good correlation between epigraphic and archeological data will yield more. Moreover, publication of the many still unpublished archives (with more than 12.000 texts) will help to solve some of the remaining epigraphic and lexical problems, including the precise nature of the various containers. This will throw more light on the customs of the remarkable Old Assyrian traders, energetic and creative businessmen and at the same time industrious writers of records and careful keepers and users of their archives.

46 T. ÖZGÜÇ, *A Boat-shaped Cult-vessel from the Karum of Kanish*, in: H. GASCHE et al. (eds.), *Cinquante-deux réflexions sur le Proche-Orient ancien offertes en hommage à Léon De Meyer*, Leuven 1994, 369-76.

ABBREVIATIONS

Abbreviated titles of text editions and assyriological journals are those used in the CAD. But note:

AKT 3	BILGIÇ, E. & GÜNBATTI, C., <i>Ankaraner Kültepe-Texte III: Texte der Grabungskampagne 1970</i> . FAOS Beiheft 5, Stuttgart 1995.
AKT 4	ALBAYRAK, I., <i>Kültepe Tabletleri IV (Kt. o/k)</i> , TTKY VI/33b, Ankara 2006.
AKT 5	VEENHOF, K.R., <i>The Archive of Kuliya, son of Ali-abum (Kt. 92/k 188-263)</i> , <i>Kültepe Tabletleri V</i> , TTKY VI/33c, Ankara 2010.
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