

A Closer Look at the Gadal-Yama Contract (UCP 9/3 pp. 269 ff.) Sean Manning, MA This research Social Scient Social Scient State of the Contract (UCP 9/3 pp. 269 ff.)

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	reoh
(1) {m}Ga-da-al-ia-a-ma A šá {m}Ra-hi-im- DINGIR{meš} ina hu-ud lìb-bi-šú (2) a-na {m}Ri-mut- AN.BAR A šá {m}Mu-ra-šú- ú ki-a-am iq-bi um-ma	Introduction
(3) ŠE.NUMUN zaq-pu u KA šul-pu	i. Land
É ANŠE.KUR.RA šá {m}Ra-hi-im-DINGIR{meš}	
ma-la (4) HA.LA šá {m}Ba-ri-ki-DINGIR{meš} ša a-na DUMU-ú-ut {m}Ra-hi-im-DINGIR{meš} (5) a-na {m.d} EN-LÍL-MU-MU ŠEŠ-ka a-na lìb- bi il-qu-ú	
u kul-la-ta (6) išten ANŠE.KUR.RA a-di hu-šu-ki-šu u pu- gu-da-tum išten {túg}su-hat-tum (7) išten ši-ir-i²-a-nu AN.BAR išten kar-bal-la-tum šá ši-ir-i²-an-nu (8) išten ku-ú-ra-pa-nu šá su-hat-tum išten kar-bal-la-tum su-hat-tum išten {kuš}šal-ţu šá e-ru-ú (9) 1 ME 20 ši-il-ta-ah šu-uš-ku-pu u ši-il-ta-ah gi-ir-ri išten ri/di-e-bu AN.BAR (10) šá {kuš}šal-ţu 2 {giš}aš-ma-ru-ú AN.BAR	ii. A 'Set' of Equipment
ù 1 ma-na KÙ.BABBAR (11) a-na și-di-tum a-na și-bu-tu šá LUGAL (12) a-na a-la-ku a-na Uruk{ki}	iii. Money
i-bi-in-nam-ma	He will give me i. ii. iii
(13) a-na muh-hi É ANŠE.KUR.RA ma-la HA.LA-ka lu ul-lik	So that I may represent the horse estate
ár-ku {m}Ri-mut-AN.BAR iš-me-šú-ma	Agreement
(14) išten ANŠE.KUR.RA u ú-nu-ut ta-ha-zu	a. Horse and Battle Equipment
gab-bi a-ki-i šá ina la-li en-na šá-ṭar	All of the above
(15) ù 1 ma-na KÙ.BABBAR a-na și-di-tum a-na și-bu-ut-tum šá LUGAL a-na (16) a-na a-la-ku a-na Uruk{ki}	b. Money
u(!) a-na UGU É ANŠE.KUR.RA (17) MU{meš} id-daš-šú	And gave him a. and b.
pu-ut la šá-ka-nu šá pi-qú-ud/me-KU-tú {m}Ga-da-al-ia-a-ma (18) na-ši	Guarantee not to X
ú-ša-az-za-az-ma {m}Ga-da-al-ia-ma it-ti (19) {m}Za-bi-in {lú}šak-nu ša {lú}si-pi-ri{meš} šá {lú}ú-qu a-na (20) {m}Ri-mut- AN.BAR A ša {m}Mu-ra-šu-ú i-nam-din	Enrolling
(21) {lú}mu-kin4 [2 names] (22) {m}{d}EN-LÍL-MU-MU A šá {m}Tad-dan-nu [6 names] (27) {lú}ṭupšarru {m}{d}Ninurta-abu-uṣur aplu ša Enlil-šumu-iddin Nippur{ki} [date and more names]	Witnesses, Scribe, Date

Form and Genre

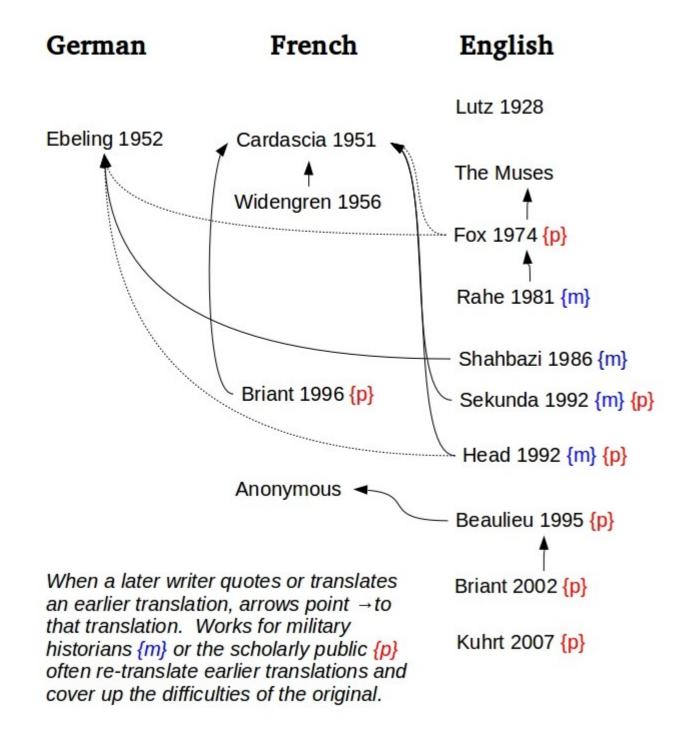
UCP 9/3 269 ff. is a contract with some similarities to a letter. Cardascia 1951 has French translations of other contracts from the same archive. The demands of the law shape its wording.

The detailed description of the equipment and what "representing the horse estate" involves are unique, even when compared with Neo-Assyrian sources (Dezsö 2012, Kleber 2014). Was the agreement unusual, or were such agreements usually written on boards or skins which do not survive?

Names and Ethnicities

YHWH-is-Great and Loves-the-Gods (WSem), Gift-of-Ninurta, Enlil-gave-his-name, The-gods-blaze (Akk) ... but not a single ethnic title and all part of one 'family'/partnership. Does assigning the parties labels tell us about them, or about ourselves? On the other hand, for a brother to adopt someone as brother is unusual.

An Often-Translated Text ...



Competing Glosses

Since its first publication, scholars have tried to use this text to tell stories and make comparisons. Many scholars have compared this to a medieval fief. However, medievalists seem uncomfortable with the way that fiefs and vassals are reified/idealized into an abstraction called feudalism (Reynolds 1994).

Another branch of research focuses on the equipment which Gadal-Yama requests. The lack of a direct translation into English between Lutz 1928 and Kuhrt 2007 (and the different needs of Assyriologists and military historians) made this difficult for many readers.

Another very influential gloss uses Gadal-Yama as an exemplum of how Persian taxation ruined Babylonia. In this view, as estates became divided, and soldiers had to borrow money and equipment, they were no longer sources of well-trained soldiers. We are told that Gadal-Yama did not even own a horse because he asked for one (Rahe 1981: 92), and that he did not own a bow because he did not ask for one (Fox 1974: 159, cp. Ebeling 1952: 207).

Because there was no English translation of this text between Lutz 1928 and Beaulieu 1995, many readers were forced to rely on translations from other modern languages or summaries. On the other hand, it has caught the attention of readers who rarely use cuneiform sources, and inspired researchers to use cuneiform and classical sources together.



Photo courtesy of CDLI object P247869 http://cdli.ucla.edu

Economic Tensions

Members of complex societies usually find that equipping themselves as soldiers and standing ready to serve when called is very expensive. Equipment cost money, it needed to be repaired or replaced when it wore out or became old-fashioned, and in an emergency it might be the easiest thing to sell or pawn. Further tension appeared when those most able to bear the expense (older, propertied, respectable) were not always the same as those most willing to fight (younger, poorer, more socially marginal). So in very many societies, ways developed to let those with money pay and those without fight (eg. commutation and substitution in the American Civil War, scutage and hired soldiers in medieval Europe). Recruiting poor men did not make Macedonian or Roman armies less effective.

Horses were especially difficult. They eat, they get sick, and they need to be exercised. Having a really good horse can determine whether a soldier lives or dies, but losing that horse can bankrupt him. The polis of Athens offered newly enrolled cavalry an interest-free loan (*katastasis*) to buy a warhorse, and probably compensated them if this horse was lost in service (Bugh 1988: 56-59). Trecento Italian armies took elaborate precautions to make sure that the horse soldiers rode to inspection was the horse they rode in battle. In the British Army of the nineteenth century, it was still common for officers to buy a new horse before a campaign, and to worry whether to ride their best horse or one which they could afford to lose.

If we look at this contract as being about protecting Gadal-Yama from financial loss, not about arming someone who had no equipment, then many things become clear. For example, it would explain why Gadal-Yama asks for arrows (likely to be lost) but not a bow (an item which could last for years). In any case, soldiers spent many months *ina madākti*, and presumably they trained there.

Musters and Counts

Xenophon tells us that once a year soldiers in each satrapy were called to a central location to be counted and inspected (Xen. Cyr. 8.6.15, Xen. Oec. 4.6). Sources from Herodotus through the Alexander historians describe kings raising an army at particular cities. This letter seems to envision a year's service (1 mina of silver was the standard allowance for expenses) but whether Gadal-Yama expected to fight or just train was irrelevant to the contract. Again, similar arrangements are very common in world history, and many Mesopotamian, Greco-Macedonian, and Roman parallels exist. Such practices could work well or poorly depending on circumstances (did the soldiers just spent a few months drinking or were they serious about training? Did they feel that being in the army was a privilege, or a burden?) The cuneiform sources tell us nothing about those circumstances, so using them to support the picture of ineffective Persian armies in the classical sources is dangerous. On the other hand, they do tell us about the experiences and institutions which underlie vague statements like "the king mustered his army at Babylon."

Gadal-Yâma, the son of Raḥim-ilē, spoke in the joy of his heart to Rīmūt-Ninurta, the son of Murašû, as follows:

He will provide me with

(i.) the standing grain and stubble,

the horse estate of Rahim-ilē,

as much as is the share of Bariki-Ilē, who adopted Enlil-šum-iddin, your brother, into the sons of Raḫim-Ilē

(ii.) and a kit: one horse with its bit and tack, one *suḥattu*-textile, one iron armour, one hood of the armour, one *suḥattu kūrapānu*, one *suḥattu* hood, one bronze/empty bowcase, 120 ?mounted? arrows, 10/and ?campaign? arrows, 1 iron ?beater? of the bowcase, 2 wooden spears with iron heads,

(iii.) and 1 *mina* of silver for provisions, in order to go to Uruk on king's business

so that I may go represent the horse estate, as much as is your share.

Then Rīmūt-Ninurta heard him, and gave him

(a.) one horse and battle gear,

everything according to that which is written above,

(b.) and 1 *mina* of silver for provisions in order to go to Uruk on the king's business

and represent the horse estate

Gadal-Yâma takes it upon himself not to appoint a substitute

Gadal-Yâma will register himself with Zabin, the foreman of the alphabet-scribes of the $\bar{u}qu$, in place of Rīmūt-Ninurta, the son of Murašû.

Witnesses, scribe, date (18-x-2 Darius II, Dec. 422/Jan. 421)

Philological Problems

This contract is well known to philologists because of its *hapax legomena*. Unfortunately, many translations try to cover up these difficulties rather than leaving words untranslated, and the most recent overview of all the problems is Ebeling 1952.

(6-8) suḫattu: This kind of textile or clothing is only attested in one other Late Babylonian text, but a suḫatu was part of a soldier's gear at Nuzi (LBA).

(7) As is common in arms-and-armour jargon, the *karballatu* and sir^2 annu can be either clothing and armour, and both seem to be loanwords.

(8) The ku-ú-ra-pa-nu is otherwise unknown. Ebeling suggests *aruppu* "mane" (now read "neck/shoulder") \rightarrow *Nackenschutztuch*, Widengren Pahlavi *grīvpān* "neck-protector." a-ru-bu = su-ḫa-tú appears in *šumma izbu* omens.

(9) No other šu-uš-ku-pu arrows, gi-ir-ri arrows, or iron ri/di-e-pu are known. Lexical texts equate de-e-pu with kakku "the weapon with which one smites the wicked" and DUN "to lay a warp thread" so the name may come from the beater/sword used in weaving. Ebeling suggests that šuškubu is the Š-stem verbal adjective of $rak\bar{a}bu$ ("auflegbar/nocked") and that giri could be connected to West Semitic gyr "arrow" or the ethnonym Gimmiraya; Cardascia prefers $sak\bar{a}pu$ "to go to the ground" $\rightarrow fleche$ de choc heavy "sheaf" arrows and girru "road, march" $\rightarrow fleche$ de courir light "flight" arrows.

(14) ina la-li: In Murašû texts this means "above (in this document)." Its etymology and relationship to later Aram. l^syl are debated (Abraham and Solokoff 2012 #116, Cardascia 1951: 155, Ebeling 1952: 211).

(17) Specialists in Babylonian grammar find this fascinating (Stolper 2001:120-123). Debates focus on whether this is really a guarantee that something will *not* happen, and on the word in the first *ša* clause.

(18) *ušazzaz-ma PN1 itti PN2 ana PN3 inandin* is a standard legal formula, but the morphology and meaning are debated (Stolper 1985: 33, 2001: 120, CAD "U" 392 s.v. *uzuzzu* Š-stem).



A weaving sword from Peru in the Metropolitan Museum of Art, Accession Number 64.228.753 http://metmuseum.org/

Bow Estates, Horse Estates, and Chariot Estates

From at least the time of Nebuchadnezzar, some men held lands in Babylon which came with the obligation to provide a soldier or enough money to hire one. These were named after the three 'arms' infantry, cavalry, and chariotry (É GIŠ.BAN, É ANŠE.KUR.RA, É GIŠ.GIGIR) and organized into collectives ($ha
mathrice{t}r
mathrice{e}r)$ with a foreman (saknu) and a name (typically ethnic or professional, in this case "scribes of the people-in-arms"). Because no archives of officials survive from Achaemenid Babylonia, the estates most often appear in private archives as collateral for loans. They were not alienable, but someone else could hold the right to use them.

