CHAPTER 3

Four Case Studies

Introduction

In Chapter 1, I described how previous scholarship on the practice of owning settlements at Level VII Alalah has focused primarily on legal texts, specifically on those that explicitly concern the ownership of settlements: contracts recording their acquisition, testaments that include settlements in an estate, and the records of court proceedings over disputed testaments. Accordingly, the mass of previous scholarship has returned repeatedly to approximately 20–25 texts of a relatively restricted nature. This data set naturally presents a limited picture of owning settlements that reflects legal concerns. On the one hand, this information is desirable, given this study’s interest in economic aspects of owning settlements, as one expects to find the allotment of rights to production, distribution, and consumption to be specified in the legal texts. On the other hand, the texts themselves are too formulaic, too laconic, and too few in number to tell us much. We can always fill in the gaps by deductive reasoning, but, as the discussion of previous research in Chapter 1 has demonstrated, the picture that has emerged in the scholarship—settlements as a cluster of buildings surrounded by fields, owners’ receiving a portion of the harvest from their tenants—still lacks a complementary empirical basis.

Because the legal texts documenting the ownership of settlements are not informative enough on their own, one wants to expand the set of data at one’s disposal. There is, of course, a ready way to do this: study the other Level VII texts, legal and administrative, that mention settlements. Table A1 contains 75 entries that collect and summarize these texts, thereby offering a greatly expanded data set relative to that used in previous investigations of the practice of owning settlements at Alalah. Opening up the investigation to include administrative texts is particularly useful because the attestation of certain toponyms in both legal and administrative texts offers the opportunity to place these different types of evidence in dialogue with each other. For instance, administrative texts have the potential to illustrate an owner’s engagement with a settlement after the moment of acquisition. For this reason, the remainder of this chapter takes the form of four case studies in which I draw upon many of the legal and administrative texts gathered in Table A1. The aim of these studies is to disentangle the meanings of some of the terminology used in the contracts for the acquisition of settlements, as discussed in the previous
chapter, and to describe the relationship between the owner of a settlement and the settlement’s inhabitants.

The first study concerns the settlement of Awirraše. At the heart of this study is the observation that after a woman named Sumuna-abi took ownership of the settlement, i.e., uruGNki+pāṭum, people continued to acquire plots of arable land at the settlement (including Sumuna-abi herself!). I identify these plots with the objects of purchase that are designated eperū in its narrow sense in the contracts.

If people owned plots of arable land at the settlement at the same time that Sumuna-abi owned the uruGNki+pāṭum, then uruGNki+pāṭum must designate something different than “the settlement and its total district,” as typically assumed in the literature. Therefore, I attempt to determine the meaning of uruGNki more closely by studying a series of transactions involving the settlement of Kunuwe in the chapter’s second study. Yarim-Lim II of Alalah first took possession of the settlement of Kunuwe as the mazzazānum-pledge to a loan of silver. Because mazzazānum-pledges are of labor and not land in the Level VII texts (as is especially clear from another mazzazānum-pledge in which the settlement itself is the debtor), possessing the settlement in this context must involve possessing the right to the labor of persons resident there. Significantly, Yarim-Lim II later purchased Kunuwe from the creditor, and the close relation between these two transactions implies that the nature of Kunuwe as object of purchase was similar in kind to its nature as mazzazānum-pledge, i.e., Yarim-Lim II purchased the labor of persons. Because the contract recording this purchase is identical to the other contracts recording the purchase of settlements, we can extend the conclusion that the uruGNki component designates the labor of persons to all the relevant contracts.

In the third study, I attempt to describe the relationship between the owner of a settlement and its inhabitants after a settlement was purchased by focusing on administrative texts mentioning Murar, a settlement owned by the rulers of Alalah. While administrative texts record the delivery of oil from Murar to Alalah, in one text this oil is qualified puzzlingly both as the ration of the settlement and also a debt owed by its elders. Why would a settlement deliver its own rations? And why would these rations be considered a debt owed by its elders? The answers, visible in other Level VII texts, lie in the conceit of the fictitious loan whereby the owner of a settlement provided rations to its inhabitants and considered the product of their labor to be repayment of the loan with interest. Significantly, the provisioning of rations implies that the relationship of the owner of a settlement to its inhabitants was realized not by a lease arrangement but by the owner’s management (via subordinates) of the inhabitants (cf. Magness-Gardiner’s [1994] conclusions; see pp. 31–32).