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UNDIVIDED INHERITANCE AND LOT CASTING IN THE BOOK OF JOSHUA

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Most studies readily acknowledge that the book of Joshua falls into three main parts, chs. 1–12, the conquest; chs. 13–22, the division of the land; and an appendix in chs. 23–24.¹ Even though the term נַחֲלָה, “inheritance,”² appears a

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¹ The majority of commentators maintain this overall threefold division of the book (J. A. Soggin, *Le livre de Josué* [CAT 5a; Paris: Delachaux et Niestlé, 1970], 10; E. P. Blair, *The Book of Deuteronomy, The Book of Joshua* [The Layman's Bible Commentary 5; Richmond: John Knox Press, 1964], 88). Any variations center on the extent and title of each section. For instance, T. C. Butler proposes “Possessing the Promise (Joshua 1–12),” “Lots for the Land (Joshua 13:1–19:51),” and “Life in the Land (Joshua 20–24)” (*Joshua* [WBC 7; Waco: Word, 1983], v–vi). R. G. Boling and G. E. Wright are unique in their seven major divisions of the book: “Mobilization and Invasion 1:1–5:12,” “The Warfare 5:13–11:23,” “The Inheritance 12:1–19:51,” “Provisions for Keeping the Peace 21:1–21:45,” “How to Avoid Civil War (22:1–24),” “Theology by Joshua (23:1–16),” and “The Shechem Covenant, and Postscripts (24 1–33y)” (*Joshua: A New Translation with Introduction and Commentary* [AB 6; Garden City, NY: Doubleday, 1982] vii–x). In spite of these distinctions, all agree that 1–11/12 (more or less a chapter) and 12/13–19 form two distinct units of material.

² Recently N. C. Habel has contested this definition. Drawing on the work of J. Dybdahl, Habel argues that the notion of “inheritance” may be attached to נַחֲלָה only when it specifically refers to the transfer of property from parent to offspring. This has implications for the interpretation of the term in the book of Joshua. Since Yahweh, the owner of the land, does not die, the property may not be passed on to someone as patrimony. Therefore, נַחֲלָה cannot be translated legitimately as “inheritance.” As a result Habel suggests that the primary meaning of נַחֲלָה is “the entitlement or rightful property of a party that is legitimated by a recognized social custom, legal process, or divine charter” (*The Land Is Mine: Six Biblical Land Ideologies* [OBT; Minneapolis: Fortress, 1995], 35). See also G. Gerleman, “Nutzrecht und Wohnrecht: Zur Bedeutung von נַחֲלָה und נַחֲלָה,” *ZAW* 89 (1977): 313–25; J. Dybdahl, “Israelite Village Land Tenure: Settlement to Exile” (Ph.D. diss., Fuller Theological Seminary, 1981), 54–62. As we will see, death is not necessarily a prerequisite for the conferral of certain inheritable rights. See n. 39 below.

Boling and Wright preferred to translate נַחֲלָה as “fief” (*Joshua*, 123, 316) based on the use of

total of forty-nine times throughout the work—twenty-one times in chs. 18 and 19 alone—little emphasis has been placed on its relevance for the interpretation of the book.³ Interrelated with this is the curious feature of lot casting. Joshua 18:6 and 18:9–10 in particular present it as a procedure associated with the transfer of tribal land rights. Further exploration of the nature and purpose of lot casting may provide additional insight into a significant theme of the book of Joshua.

Studies of the book of Joshua offer a wide range of explanations for the casting of lots.⁴ R. G. Boling and G. E. Wright associated the procedure with the Levitical use of the Urim and Thummim as described in Deut 33:8. The allotment of the land was determined according to the “sacred dice,” which revealed the divine will.⁵ W. Dommershausen suggests that lot casting was a “sacred act,” which, in the book of Joshua, demonstrated that Yahweh distributed the land himself.⁶ Similarly, W. Rast identified the custom as a feature

the verb *naḥālu* at Mari. According to their interpretation of certain Mari texts, a plot of land could be given to a soldier by the king in exchange for a promise to serve in the army. Whether these texts reflect a legal “grant” remains open to interpretation. See especially CAD N/1, 126, which translates *naḥālu* neutrally as “to hand over (property).” Conversely, we might also point out that these particular texts lack any explicit indication that the fields were handed over by the palace in exchange for military service. See G. Boyer, *Textes juridiques et administratifs* (Textes cunéiformes 29; ARM; Paris: Geuthner, 1957), pls. 9–10; texts 12, 13, 14; *Textes Juridiques* (ARM 8; Paris: Geuthner, 1958), texts 12 [line 5]; 13 [lines 4 and 9]; 14 [line 5]. See also comments by A. Malamat, who sees the Mari documents as evidence that “the entire concept of the institution of patrimony was a product of the semi-nomadic environment of Mari and of the patriarchal-tribal structure of the Israelites” (“Mari and the Bible: Some Tribal Organization and Institutions,” *JAOS* 82 (1962): 150; see also idem, *Mari and the Early Israelite Experience* [Oxford: British Academy, 1989], 48–52; idem, “Pre-Monarchial Social Institutions in Israel in the Light of Mari,” in *Congress Volume: Jerusalem, 1986* [ed. J. A. Emerton; VTSup 40; Leiden: Brill, 1988] 165–76).

³ Joshua 11:23; 13:6, 7, 8, 14, 23, 28, 33 (twice); 14:2, 3 (twice), 9, 13, 14; 15:20; 16:5, 8, 9; 17:4 (twice), 6, 14; 18:2, 4, 7 (twice), 20, 28; 19:1 (twice), 2, 8, 9 (twice), 10, 16, 23, 31, 39, 41, 48, 49, 51; 21:3; 23:4; 24:28, 30, 32.

⁴ There are several works on Joshua that refer to lots and lot casting but offer no clear explanation concerning the purpose of the custom. Prominent among these are Soggin, *Le livre de Josué*, 121; G. von Rad, “Verheissenes Land und Jahwes Land im Hexateuch,” in *Gesammelte Studien zum Alten Testament* (TB 8; Munich: Kaiser, 1958), 89, 93; Butler, *Joshua*, 171–72; P. J. Kearney, “Joshua,” in *JBC* 1:123–48.

⁵ Boling and Wright, *Joshua*, 16, 68, 354. A similar argument may be found in Blair, *Book of Deuteronomy*, *Book of Joshua*, 112.

⁶ W. Dommershausen, “גֹרָל, *gōrāl*,” *TDOT* 2:452. See also E. W. Davies, “Land: Its Rights and Privileges,” in *The World of Ancient Israel* (ed. R. E. Clements; Cambridge: Cambridge University Press, 1989), 358. A similar position is expressed by R. Nelson, who observes that the “[u]se of the sacred lot to distribute the land (14:2; 19:51) communicates that the authority of Yahweh stands behind Israel’s settlement patterns.” Note also Nelson’s interpretation of the lot as “a token of obedience” (*Joshua* [OTL 4; Louisville: Westminster John Knox, 1997], 16, 177).

of "Yahweh's right to bestow the land as a gift."⁷ According to M. Woudstra, the divinely guided lot established the region and dimension of the tribal properties.⁸ Drawing on Greek materials, M. Weinfeld related the practice to Greek colonization procedures involving oracular consultations and the distribution of land by "divine lot."⁹

Today it is known that Mesopotamian estates were typically distributed by casting lots. The evidence for this custom is found in the closing clauses of Old Babylonian inheritance texts, the earliest of which may be dated to the seventeenth century B.C.E. These texts demonstrate that lot casting occurred only when the heirs were prepared to take possession of their respective shares of the legacy. Until that time the property was held in common ownership by all the co-heirs, a condition generally referred to as "undivided inheritance."

The present investigation will open with a review of undivided inheritance and the significance it has for the interpretation of the book of Joshua. This will be followed by a survey of the correlation between Akkadian inheritance texts and especially Josh 18–19. The intent is not to establish that these chapters, or any other passages, slavishly follow any standard textual form. They do not. Neither are they to be considered legal documents.¹⁰ Rather, the biblical materials have incorporated a common range of ancient Near Eastern legal ideas

⁷ W. Rast, "Joshua," in *HBC*, 241. He also observes that lot casting in Joshua has "some features of magic."

⁸ M. H. Woudstra, *The Book of Joshua* (NICOT; Grand Rapids: Eerdmans, 1981), 225.

⁹ Weinfeld connects lot casting with the distribution of the land without describing its precise function within this context (*The Promise of the Land* [Berkeley: University of California Press, 1993], 24, 26–27). Elsewhere he observed further that lot casting and oracles "constituted genuine features of the settlement process in ancient Israel" ("Historical Facts Behind the Israelite Settlement Pattern," *VT* 38 [1988]: 332). See also Weinfeld, "The Pattern of the Israelite Settlement in Canaan," in *Congress Volume: Jerusalem, 1986*, ed. Emerton, 270–83.

¹⁰ Early studies on Joshua focused on the identification of the documents on which certain chapters were believed to be based. A. Alt saw two sources for the materials behind Josh 13–19: a premonarchical description of tribal frontiers and an administrative list dating from the time of Josiah ("Das System der Stammesgrenzen im Buche Josua," in *Sellin-Festschrift: Beiträge zur Religionsgeschichte und Archäologie Palästinas* [Leipzig: Deichert, 1927], 13–24 = *Kleine Schriften zur Geschichte des Volkes Israel* [2 vols.; Munich: Beck, 1953], 1:193–202). M. Noth developed a related hypothesis. He suggested that Josh 13–19 reflected a list of "frontier points," which an editor connected with verbs to form sentences ("Studien zu den historisch-geographischen Dokumenten des Josuabuchs," *ZDPV* 58 [1935]: 185–201; idem, *Das Buch Joshua* [2d ed.; HAT 6; Tübingen: Mohr-Siebeck, 1953], 13–15). Most recently R. S. Hess, who suggests that the allocation and boundary descriptions in Joshua are based on "second millennium B.C. treaty structure" ("Asking Historical Questions of Joshua 13–19: Recent Discussion Concerning the Date of the Boundary Lists," in *Faith, Tradition, and History: Old Testament Historiography in Its Near Eastern Context* [ed. A. R. Millard, J. K. Hoffmeier, D. W. Backer; Winona Lake, IN: Eisenbrauns, 1994], 198, 202–5). Of all the antecedent documents proposed, no one has correlated any aspect of the book of Joshua with inheritance texts that also typically contain descriptions of property boundaries.

associated with inheritance and lot casting.¹¹ This may have been done by the authors/editors of Joshua to underscore that in order to assure mutual satisfaction among the heirs, the state of undivided inheritance obliged them collectively to determine the extent of the inheritance. Likewise the heirs would also have to agree upon the limits of the individual parcels in preparation for the land's distribution.¹² Legitimate possession of the territory, however, depended on individual tribal responsibility to dwell in it. Lot casting not only terminated the state of undivided inheritance; it also dissolved the "house of Israel" and the legal obligation of combined tribal responsibility for the land.

¹¹ Habel further objects to the translation of יִרְשָׁה as "inheritance," because "[f]or YHWH to be designated an 'inheritance' makes no obvious sense; there is no handing down of God to the Levites upon the death of a deity" (*Land Is Mine*, 34).

A review of ancient Near Eastern customs indicates an elaborate system of "prebends," gīš.šub.ba (Sum.), *isqu* (Akk.), "lot," connected with many temples. This is a procedure that allowed the excess supplies of offerings given to a deity by worshipers to be redistributed among temple personnel. Originally the recipients were the regular temple staff. As conventions developed, these positions became "offices" that required some service to the temple and to which a regular income was attached. These prebendary rights were owned by families and, in the earliest periods, covered the services of a whole year.

In Nippur, texts demonstrate that these "offices" were considered part of the paternal estate. When the owner died, the heirs divided the offices by distributing the service days to which a daily remuneration was assigned. PBS 8/2 146 records the distribution of the prebends attached to several different priestly positions between two brothers (E. Chiera, *Old Babylonian Contracts* [University of Pennsylvania, the University Museum, Publications of the Babylonian Section; Philadelphia: University Museum, 1922], 8/2, pls. 92–93, text 146).

The practice continued well into the Neo-Babylonian period and BV 91 reflects such a prebend inheritance text. Here the two sons of Nabû-bān-zêri divide the prebend of the ¹⁶tu.é (Sum.), *ērīb bīt* (Akk.), meaning "enterer of the house" (F. E. Peiser, *Babylonische Verträge des Berliner Museums* [Berlin: W. Peiser, 1890], text 91 [lines 1–2]). It is generally agreed that the title refers to a minor priestly office which required service as an attendant in the performance of certain rituals (L. T. Doty, "The Archive of the Nanā-iddin family from Uruk," *JCS* 30 [1978]: 77 n. 22; cf. the use of ¹⁶kid.bar [Sum.], *šangû* [Akk.], "priest," in line 11 to describe this office). The elder son, Marduk-šum-iddin receives a larger portion of the prebend (lines 4–7) than the younger brother Iddin-Nabû (lines 8–10).

The descriptions of Yahweh as the יִרְשָׁה of the Levites probably refers to this system (Num 18:20; Deut 10:9; 18:1–2). Yahweh will sustain the landless Levites by sharing his offerings with them in exchange for their services.

¹² Y. Kaufmann believed that the unified action of the tribes during the conquest was based solely on the "religio-national covenant" (*The Biblical Account of the Conquest of Palestine* [Jerusalem: Magnes, 1953], 91–92). As will be discussed, the convention of undivided inheritance required cooperative agreement among all the heirs before any commonly owned property could be divided. The best way for any individual beneficiary to assure a happy state of affairs would be to participate personally in the survey and distribution of the property. This may provide the legal backdrop for Israel's concerted efforts.

I. Undivided Inheritance

An examination of the posited legal theory that substantiated the Israelite tribes' claim to the inheritance of the land of Canaan is in order. Honoring the ideology presented in Deuteronomy that Yahweh owned the land (Deut 12:10), we could describe the legal theory behind Yahweh's enduring ownership of Canaan as one of residual rights. As the national deity, Yahweh would always retain ownership, and in this sense the land remained his. According to this legal construct, it might be argued that, although Yahweh transferred (תָּנַח)¹³ ownership to Abraham, he nevertheless maintained residual control.¹⁴ This was accomplished through a grant¹⁵ that Yahweh sealed with an oath (Gen 24:7).¹⁶ The legal artifice of the grant was then maintained through a restatement of the promise to Isaac (Gen 26:3) and Jacob/Israel (Gen 35:12; 48:4). Thus, according to the literary depictions of this early period, each of the patriarchs exercised his right to the land on journeys in and through Canaan.

Such ownership is inheritable. Once part of the paternal estate, it was passed on to the next generation.¹⁷ In the Bible the right of ownership to

¹³ For the legal meaning of תָּנַח as "transfer," see R. Westbrook, *Property and the Family in Biblical Law* (JSOTSup 113; Sheffield: JSOT Press, 1991), 25, 28; and H. M. Orlinsky, "The Biblical Concept of the Land of Israel: Cornerstone of the Covenant between God and Israel," in *The Land of Israel: Jewish Perspectives* (ed. L. A. Hoffman; University of Notre Dame Center for the Study of Judaism and Christianity in Antiquity 6; Notre Dame, IN: Notre Dame, 1986), 31–32.

¹⁴ It must be acknowledged that this point is not explicitly stated anywhere in the Hebrew text.

¹⁵ Until recently, scholars believed that a royal "grant," a common ancient Near Eastern agreement drawn up between a king and a loyal subject to bestow land, was the model for the biblical promises of the land. The hypothesis was first proposed by M. Weinfeld in "The Covenant of Grant in the Old Testament and in the Ancient Near East," *JAOS* 90 (1970): 184–203. Among those who have agreed with Weinfeld's analysis are S. E. Lowenstamm, "The Divine Grants of Land to the Patriarchs," *JAOS* 91 (1971): 509–10; Z. Ben-Barak, "Meribaa and the System of Land Grants in Ancient Israel," *Bib* 62 (1981): 73–91; P. K. McCarter, *II Samuel* (AB 9; New York: Doubleday, 1984): 207–8; R. Westbrook, *Property and the Family in Biblical Law*, 23; and G. E. Mendenhall and G. A. Herion, "Covenant," *ABD* 1:118–92. D. H. Hillers was among the few scholars to question this assumption. He observed that royal grants were "issued under the seal of the king" and that the ruler took no oath binding himself to the grant's requirements (*Covenant: The History of a Biblical Idea* [Baltimore: Johns Hopkins University Press, 1969], 105–6). G. N. Knoppers critiqued Weinfeld's thesis concerning the Davidic covenant and acknowledged, without going into detail, that his analysis may have implications for understanding the promise to Abraham ("Ancient Near Eastern Royal Grants and the Davidic Covenant: A Parallel?" *JAOS* 116 [1996]: 670–97, esp. 673, 679, 686, 695).

¹⁶ The other references to the promise of the land, Gen 12:7; 13:15, 17; 15:7, 18; 17:8, do not mention Yahweh's oath. It may be mentioned here that there is no reference to an oath in the promises to Jacob.

¹⁷ Cf. Naboth's statement to Ahab in 1 Kgs 21:3. Ancestral property could not be sold; it had to be passed onto the familial heirs.

Canaan may have been understood as belonging to Jacob, the eponymous ancestor of the tribes of Israel. Therefore, the Israelites could claim the right of ownership founded on their identity as the בני ישראל, "the sons of Israel." Subsequently, as a legal contrivance based on family property law, they were the legal heirs to Yahweh's grant given to Abraham, Isaac, and Jacob/Israel. Yet at the same time this would also mean that because Yahweh retained residual ownership, he could in principle rescind the Israelites' ownership of the land whenever he saw fit.

When the landowner dies—in this case Jacob—his heirs would become the new owners. However, if Jacob's estate remained undivided,¹⁸ then the right of inheritance would be determined by survivorship and not by succession.¹⁹ When viewed according to this principle, it becomes clear how such a rationale would provide the legal foundation for Jacob's heirs to the right to the land of Canaan.

Throughout the ancient Near East, the institution of undivided inheritance was recognized as an authentic legal status.²⁰ In a recent examination of this topic, R. Westbrook identified its major characteristics through a careful

¹⁸ We might note here Lipiński's observation that "*nah'la* is thus narrower than that of 'inheritance,' because . . . [i]t cannot be applied to an undivided estate, as Dt. 25:5 and Ps. 133:1 implicitly illustrate" ("נַחֲלָה, *nāḥal*," *TDOT* 9:320).

¹⁹ If a tribal ancestor died before the estate was distributed, then the right of inheritance would pass to his children. In this way they would enjoy equal ranking with their uncles. This feature is the precept behind Deut 1–2. See A. Skaist, "Inheritance Laws and their Social Background," *JAOS* 95 (1975): esp. 244.

²⁰ G. R. Driver and J. D. Miles appear to be the first to recognize this feature of Mesopotamian family property law (*The Babylonian Laws* [2 vols.; Oxford: Clarendon, 1952], 1:328). Later, expanding Driver and Miles's suggestion, F. R. Kraus identified the Old Babylonian family as a collective body which persisted even after the death of the father. His explanation is substantiated by several texts that describe the sale of property by brothers who appear to hold it in common. This led Kraus to conclude that a beneficiary merely received the right of use and, strictly speaking, not the right of full ownership ("Von altnesopotamischem Erbrecht," in *Essays on Oriental Laws of Succession* [ed. M. David, F. R. Kraus, P. W. Pestman; Studia et Documenta und Iura Orientis Antiqui Pertinentia 9; Leiden: Brill, 1969], 7–8). A. Skaist took exception to this argument and proposed the existence of a "joint family." This means that "the head of the family acts only as trustee of the joint estate." Consequently, at the father's death two options were open to the surviving heirs: maintain the joint family with a new head or divide the estate among the legal beneficiaries ("Inheritance Laws and their Social Background," 244). It is now recognized that undivided inheritance can represent a stage in the inheritance process which may be terminated quickly through the division of the property or maintained over several generations. R. Harris, *Ancient Sippar: A Demographic Study of an Old-Babylonian City (1894–1595 B.C.)* (Uitgaven van het Nederlands Historisch-Archaeologisch Instituut te Istanbul 36; Istanbul: Nederlands Historisch-Archaeologisch Instituut, 1975), 364; D. Charpin, *Archives Familiales et propriété privée en Babylonie ancienne: Etude des documents de «Tell Sifr»* (2 vols.; Hautes études orientales 12; Geneva: Librairie Droz, 1980), 1:174–76.

study of ancient Near Eastern texts and biblical materials.²¹ For the present discussion we need focus on only three of these features: (1) the estate was owned in common by the co-beneficiaries;²² (2) an administrator could be appointed from among the co-heirs to manage the inheritance during this period;²³ and (3) the house of the father and the status of co-heirship terminated with the partition and distribution of the estate.²⁴

From these characteristics we can recognize that the book of Joshua is fundamentally dependent on the institution of undivided inheritance.²⁵ It is

²¹ Westbrook, *Property and the Family*, 118–41. See also D. Daube, “Consortium in Roman and Hebrew Law,” *The Juridical Review* 62 (1950): 71–91.

²² The Akkadian preposition *biri*, “in common,” often appears in partition texts to denote undivided property. For instance CT 8 3a 18 stipulates that *mar(!)-ši-ti é a.ba ša i-li-a-am ša bi-ri-šu-nu-ma*, “any jewelry of the estate that may appear (later) belongs to them (the heirs) in common” (T. G. Pinches, *Cuneiform Texts from Babylonian Tablets, &c., in the British Museum* [London: Trustees of the British Museum, 1899], 8. text 3a [lines 16–17]). The same description is applied to a field in CT 8. text 16a (line 32). Documents that record the sale of jointly owned property lend indirect evidence for the existence of this institution. For example CT 47. text 17/17a registers the sale of a *é.ki.gál* (Sum.), “an empty lot which served as a threshing floor” (line 1) by a widow, two sons, and two daughters, to Lamazi, a *nadītu* (H. H. Figulla, *Old-Babylonian nadītu Records* [CT; London: Trustees of the British Museum, 1967], 47. text 17 [lines 6–14]). An example of a sale by brothers may be found in T. G. Pinches, CT [London: Trustees of the British Museum, 1896], 2. text 37.

²³ Information concerning estate administrators can be reconstructed from a few key inheritance texts. TCL 11.174, a tablet from Larsa dating to the fortieth year of Hammurabi’s reign, describes how the younger brothers had to reimburse the eldest brother *a-na a-hi-a-ti-šu a-pa-lim ša é.ad.da i-na é^dUTU i-bu-ru*, “for his expenses (incurred) when the paternal estate was established (by oath) in the temple of Šamaš” (C.-F. Jean, *Contrats de Larsa* [Textes Cunéiformes; Paris: Musée du Louvre, 1926], 11/2. pl. 119, text 174 [line 16]). This suggests that the oldest son, as estate administrator, was responsible for legally determining the extent of the patrimony before it could be distributed. In TCL 1.89, a brother, Sin-ma-gir, presumably the eldest, sets aside the share of another brother, Lipit-Ištar (Fr. Thureau-Dangin, *Lettres et contrats de l’époque de la première dynastie babylonienne* [Textes Cunéiformes; Paris: Musée du Louvre, 1910], 1. text 89 [lines 11–13]). A late Egyptian source, the Demotic Code of Hermopolis West, furnishes additional details. Here we learn that such managers become necessary when the father dies without having determined the shares for his children. Under these circumstances, the eldest son traditionally fills this role and his primary duty is to take charge of the undivided assets and distribute them among the co-heirs (G. Mattha and G. R. Hughes, *The Demotic Code of Hermopolis West* [Bibliothèque d’Etude 45; Paris: Institut Français d’Archéologie Orientale du Caire, 1975], 39; 8 [lines 30–31]).

²⁴ The other characteristics of undivided inheritance are that (1) the use of the land did not have to be exercised in common, and (2) legal adoption of an unrelated individual as a brother could bestow the benefits of a co-heir (Westbrook, *Property and the Family*, 139–41).

²⁵ The phrase יחדו יושב, “dwell together,” is a technical term that refers to the position of co-heirship in the Hebrew Bible (Gen 13:6; 36:7; Deut 25:5; Ps 133:1). It does not occur in the book of Joshua. However, for a discussion on other places in the Bible where the existence of this institution may be indicated without direct reference, see Westbrook, *Property and Family*, 134–36;

this construct that lends particular significance to Josh 1:6. Here the aim of the book and Joshua's role are established:²⁶ "For you shall cause this people to inherit (תִּנְחִיל) the land that I swore to their ancestors to give them." The verb תִּנְחִיל could refer to the inherited right of ownership, which, under these circumstances, could not be fully enjoyed until the Israelites dwelt in the land as independent tribal units.²⁷ Therefore, according to this verse, Joshua's primary function is that of estate administrator, personally selected by Yahweh for this duty.²⁸ In order to fulfill this charge, Joshua must establish a context that would be conducive to the legal allocation of the undivided estate. To do this he must complete two tasks: (1) remove squatters from the land, that is, conquer it; and (2) divide and distribute the inheritance among the legitimate co-heirs so that they may take full possession by dwelling on the landed property.

This program of action is reflected in the basic twofold division of the

Daube, "Consortium in Roman and Hebrew Law," 74–75; A. Berlin, "On the Interpretation of Psalm 133," in *Directions in Hebrew Poetry* (ed. E. R. Folis; Sheffield: JSOT Press, 1987), 142–43.

²⁶ For the most part, Joshua's role has been viewed as a military one. While this cannot be denied because of such a passage as 5:13–15, it may be that this was secondary to his function as estate administrator. Ultimately, though, the distribution of the land among the tribes is the final goal of all the military engagements, and it is Joshua who casts the lots for each tribe. Through this act, Joshua formally fulfills his divinely conferred charge.

Among scholars, Joshua's role has been variously described as an idealized military commander (R. G. Boling, "Levitical History and the Role of Joshua," in *The Word of the Lord Shall Go Forth* [ed. C. L. Meyers and M. O'Connor; Winona Lake, IN: Eisenbrauns, 1983] 241); an "ideal leader of an Israelite household" (Habel, *Land Is Mine*, 68); "a precursor of royal power" (R. Sutherland, "Israelite Political Theory in Joshua 9," *JSOT* 53 [1992]: 71); "an earlier version of Josiah" (R. Nelson, "Josiah in the Book of Joshua," *JBL* 100 [1981]: 535); a prophetic leader (Kaufmann, *Biblical Account of the Conquest of Palestine*, 91); "a religious leader who leads by admonition and example" (J. Van Seters, "Joshua 24 and the Problem of Tradition in the Old Testament," in *In the Shelter of Elyon: Essays on Ancient Palestinian Life and Literature* [ed. B. Barrick and J. Spencer; JSOTSup 31; Sheffield: JSOT Press, 1984], 153); and "the deity's chosen representative on earth" (L. Rowlett, "Inclusion, Exclusion and Marginality in the Book of Joshua," *JSOT* 55 [1992]: 21).

²⁷ N. Lohfink isolates two major themes of the book: the occupation of the land and its allocation. Each is characterized by its own specialized vocabulary. The hiphil form of the verb נוֹחַל, which appears for the first time in 1:6, distinguishes the latter theme, while the motif of the occupation of the land is identified by עָבַר and בָּוֹא ("Die deuteronomische Darstellung des Übergangs der Führung Israels von Moses auf Josue," *Scholastik* 37 [1962]: 35–36).

²⁸ Lohfink comes closest to making this identification. He states that 1:6–9 describes the appointment of Joshua as land distributor ("Die deuteronomische Darstellung des Übergangs der Führung Israels," 39).

Although not explicitly mentioned, the position of estate administrator may be inferred from the patriarchal narratives. Through his father's blessing, Jacob acquired the role of Isaac's estate administrator (Gen 27:29). In Gen 49:3–4 Jacob removes Reuben as his estate manager and bestows the honor on Judah (Gen 49:8). For a detailed discussion of the interpretation of these passages, see Westbrook, *Property and the Family*, 136–39.

book. Chapters 1–12 recount the defeat and removal of the squatter kings and their respective cities, while chs. 13–24 describe the estate’s allocation to the **בְּנֵי יִשְׂרָאֵל**. Since the state of undivided inheritance is in effect when the Israelites enter the land, then all the co-heirs, including Joshua himself, are jointly responsible for clearing their property of all resident pretenders.²⁹ As such, they merely constitute a makeshift band of co-beneficiaries who have a legal right to seize and take possession of their inheritance from any holders.³⁰

Even a broad interpretation of Joshua according to the features of undivided inheritance suggests that certain precepts of the institution contributed to the general ideology of the book. The events described in the book of Joshua could represent a legal turning point. It would then literarily portray the moment when the house of Israel is legitimately dissolved with divine approval, in favor of independent tribal houses, each with its own right to self-determination.³¹ This is also the moment when the exercise of the rights will shift from a

²⁹ Deuteronomy 3:18–20 is particularly significant. Here Moses commands the men of the tribes who have already received their inheritance to participate in repossessing the remainder of the land. The fact that they are exhorted to do so suggests that the division of their inheritance ended their co-heirship with the other tribes as well as their collective responsibility.

³⁰ Within the context of the book of Joshua, it may be that the verb **יָרַשׁ**, “possess,” bears the more specific meaning of “possess as an inheritance,” that is, “inherit,” or even better, “to acquire property/rights through inheritance.” The Akkadian term for a person with the right of inheritance is *wa-ra-ša mu_x-pal-li-la*. The interchange between w/y allows us to conclude that Akkadian *warāšu* and Hebrew **יָרַשׁ** reflect the same root. Recently, D. Arnaud expressed the possibility that the Old Babylonian term *urāšum* may specifically refer to “property’ acquired as inheritance” because it is derived from this root (*RA* 84 [1990]: 68–69 n. 154). See also similar comments made by K. van der Toorn, “The Domestic Cult at Emar,” *JCS* 47 (1997): 40 n. 48.

We might also consider Ugaritic *wrt* (<^{*}*wrt*), “to inherit, get” (C. H. Gordon, *Ugaritic Textbook* [AnOr 38; Rome: Pontificium Institutum Biblicum, 1965], 415), to which Old South Arabic *wrt*, “inherit” (J. C. Biella, *Dictionary of Old South Arabic* [Harvard Semitic Museum Studies 25; Cambridge, MA: Harvard University Press, 1982], 150) and Classical Arabic *wrt*, “inherit” (E. W. Lane, *Arabic-English Lexicon* [1877; 2 vols.; reprint, Cambridge, U.K.: Islamic Texts Society, 1984], 2:2934) are related. It appears with this meaning in Aramaic epigraphic materials. An Old Aramaic inscription reads **ʾl yrt šr[š]h šm**, “May his ancestry inherit no name” (H. Donner and W. Röllig, *Kanaanäische und aramäische Inschriften* [3 vols.; 3d ed.; Wiesbaden: Harrassowitz, 1969–73], vol. 1, text 222C [line 24ff.]; see Westbrook, *Property and the Family*, 75, for a discussion of *šm* meaning “title,” that is, an individual’s right to a piece of landed property). Likewise, a text in Official Aramaic states, **šhur hw yrtmh bnksyh**, “he shall inherit her belongings from her” (A. Cowley, *Aramaic Papyri of the Fifth Century B.C.* [Oxford: Oxford University Press, 1923], text 15 [line 21]). This suggests that verbs derived from the roots *nhl* and *yrs* can function as synonyms.

Interestingly enough Lapiński determines that *yrs* primarily expresses the notion of “acquire illegally, dispossess” rather than “become someone’s heir” (“**יָרַשׁ** *nāḥal*,” *TDOT* 9:320). Lohfink displays a similar position by limiting the definition even further to “taking possession: through conquest” (“**יָרַשׁ**, *yāraš*,” *TDOT* 6:385). Both of these positions appear to rely heavily on the context of the term’s use in the Hebrew Bible rather than the function of the root in the broader context of ancient Near Eastern legal documents.

³¹ If one were compelled to identify the period in Israel’s history when the issue of tribal

general control by the collective house of Israel to a more particular management by each tribal unit within a severely limited range as delineated by the tribal boundaries.

II. Lot Casting

Only after the illegal claimants are removed, or appropriately subjugated, is distribution feasible. The second half of the book of Joshua, chs. 13–22, is almost completely dedicated to this matter. In this section, the noun *חֶלֶק* appears for the first time in 13:6, setting the tenor for the remainder of the work.³² This suggests that the retelling of the allocation of the land to all the tribes as a single unit was done to emphasize that they legally received their portions as inheritable property.³³ It is also at this juncture that the casting of lots becomes a significant factor, and not surprisingly, the term *גורל* occurs for the first time in 15:1.³⁴ Because lot casting is a feature of ancient Near Eastern inheritance procedures and texts, the presence of the custom in Joshua gives us cause to review these legal documents.³⁵ Since bare ownership of the land was not the point in question, the practice of lot casting must settle other issues. To determine what these might be, let us briefly review a standard ancient Near Eastern inheritance document.

inheritance and its reclamation would have been most pressing, then the early postexilic period presents itself as a possible candidate.

³² One must agree with Butler's comment that *חֶלֶק* "is the key term which holds the final half of the book of Joshua together" (*Joshua*, 171).

³³ Even though the Transjordanian tribes had received their portions earlier under the leadership of Moses (Josh 1:12–18), this is not described as a *חֶלֶק* until 13:8.

³⁴ Based on text-critical evidence from the LXX, A. G. Auld suggests that the term *גורל* was a later emendation to the text in 15:1; 16:1; 17:1; 21:20, 40 (*Joshua, Moses and the Land* [Edinburgh: T & T Clark, 1980], 56, 61–64). Therefore these passages should be emended to *גבול*, "territory, border."

³⁵ Weinfeld examined Greek settlement procedures to determine the strategy behind the allocation of the land in the book of Joshua. Interestingly enough, he connects the system of lot casting with the oracular consultations of Apollo at Delphi ("Pattern of the Israelite Settlement," 280). In light of the present discussion it may be pointed out that many Greek terms for inheritance are derived from *κληρος*, "lot," including *κληρονομέω*, "inherit" (Isocrates 1.2); *κληρονόμημα*, "inheritance" (Lucianus *Tyrannicida* 6); *κληρονομία*, "inheritance" (Arist. *Pol.* 1309a.23); *κληρονομιαῖος*, "concerning inheritance" (*Cod. Just.* 3.10.1.2); *κληρονόμος*, "heir" (Pl. *Lg.*, 923c) and *κληροπαλῆς*, "distributed by shaking the lots" (Homeric Hymn *Ad Mercurium* 129). A passage in *Odyssey* 14 likewise indicates that the Greeks were familiar with casting lots for the distribution of estates. τοὶ δὲ ζῶν ἐδάσαντο παῖδες ὑπέρθυμοι καὶ ἐπὶ κλήρους ἐβάλοντο, "Then his high-minded sons divided his estate among themselves and cast lots" (14.208–9).

Old Babylonian Inheritance Texts

Sumerian lot casting terms describing the partition of estates frequently appear in early Babylonian inheritance texts, a feature that demonstrates the antiquity of the practice.³⁶ Since a fair number of cuneiform inheritance texts of this type have survived, scholars have been able satisfactorily to determine that they generally follow one of two forms.³⁷ One style is very brief. It records the legacy left to one heir on one tablet. The best preserved and some of the oldest examples of this type were found at Tel Sifr, ancient Kutalla, and date to the reign of the Babylonian king Hammurapi I, ca. 1792 B.C.E.³⁸ The second style catalogues the dispersal of an estate among all the heirs of a family in one document.³⁹ Depending on the size of the estate, these texts can be very lengthy and extremely detailed. This is the style of inheritance text we will examine.

³⁶ Owing to the luck of the spade and the profile of the texts that have survived, ancient Near Eastern inheritance practices may be reconstructed best from Old Babylonian materials.

³⁷ These partition texts must be distinguished from other inheritance materials that serve other purposes. For instance, we have texts that confirm an heir. In CT 47, text 30, the *naditu*, Pi-Šazzumatum, designates her favorite brother as her heir (H. H. Figulla, *Cuneiform Texts from Babylonian Tablets in the British Museum* [London: Trustees of the British Museum, 1967], 47 text 30 [lines 28–29]). Other inheritance texts transfer an estate to an heir during the lifetime of the owner. CT 47, text 63, is such an example. Here the *naditu*, Belissunu, transfers her property to Amāt Ili-mamu in exchange for personal maintenance and debt relief (lines 25–35). The arrangement was later contested by Belissunu's aunts, who lost their claim. A third type of inheritance text may be classified as a "last will and testament" in which the distribution of the estate among family members is determined by the owner before his death. In ME 124, a text from Syria, Iaeiānu determines his wife's allotment which she will receive for her maintenance after Iaeiānu dies. Only after the mother's death and with the provision that they have supported her properly will her children receive full, common ownership of the inheritance (M. Sigrist, "Miscellanea," *JCS* 34 [1982]: 242 [line 13]; D. Arnaud, "La Syrie du moyen-Euphrate sous le protectorat hittite: Contrats de droit privé," *AuOr* 5 [1987]: 235–37 [lines 15–26]). For a nice discussion on status of the wife to inherit in Israel and the interpretation of נַחֲלֵת אֲבוֹתָם as the "ancestral estate," see T. J. Lewis, "The Ancestral Estate (נַחֲלֵת אֲבוֹתָם) in 2 Samuel 14:16," *JBL* 110 (1991): 597–612.

³⁸ Kutalla is particularly important because the documentation permits the reconstruction of the distribution of inheritable property over several generations. An easily accessible and well-discussed evaluation of these important texts may be found in D. Charpin, *Archives Familiales et propriété privée en Babylonie ancienne: Etude des documents de «Tell Sifr»* (Hautes études orientales 12; Geneva: Librairie Droz, 1980). See, in particular, *Tell Sifr* texts 5 (BM 33180) and 29 (BM 33197) (*Archives Familiales*, 203, 219).

³⁹ This form is characteristic of Nippur inheritance texts, a point that led some scholars to consider it a regional, that is, a southern, phenomenon (J. Klíma, *Untersuchungen zum altbabylonischen Erbrecht* [Monographien des Archiv Orientální 8; Prague: Orientální Ústav, 1940], 20–21; L. Matouš, "Les contrats de partage de larsa provenant des archives D'Iddin-Amurru," *ArOr* 17 [1949]: 153; G. R. Driver, J. C. Miles, *The Babylonian Laws*, 334; R. T. O'Callaghan, "A New Inheritance Contract from Nippur," *JCS* 8 [1954]: 139; R. Harris, "On Kinship and Inheritance in Old Babylonian Sippar," *Iraq* 38 [1976]: 130 n. 6). Earlier, however, F. R. Kraus cautioned against such a conclusion because both types of inheritance documents were attested at the northern site of Isin ("Nippur und Isin nach altbabylonischen Rechtsurkunden," *JCS* 3 [1951]: 116).

A particularly fine example of an Old Babylonian partition document was found at Nippur (*TIM* 4, 1).⁴⁰ According to the year name preserved in lines 101–5, the tablet dates to the forty-second year of the reign of Rim-Sîn, who ruled the southern Mesopotamian city of Larsa ca. 1822 B.C.E. It describes the distribution of the estate of Imgûa among his four sons, Šallurum, the eldest, Apiyatum, Ziyatum, and Lugatum.

The tablet illustrates the basic literary form of an inheritance text. It begins with a sectional listing of the individual shares of the estate (I. 1–8, 10–23; II. 25–41; II. 43–III. 61; III. 63–77). The name of the new owners, together with an impression of the seal, appears from eldest to youngest, after the listing of their portions; Šallurum (I. 24), Apiyatum (II. 42), Ziyatum (III. 62), and Lugatum (III. 78).⁴¹ Only the relevant sections of the text are given here.

THE IMGÛA PARTITION DOCUMENT

I ¹²1 sar kislaḥ da é *Lú-ga-tum*

¹³1 ½ iku 30 sar a.šà *mar-ra*

¹⁴ús.a.du *Ig-mi-lum* ukúr . . .

Seal 1

²⁴ḫa.la.ba *Ša-lu-ru-um* šeš.gal

Seal 2

II ²⁵1 ½ sar é.dù.a mu.10.gín é.dù.a

²⁶1 gín 20 še kù.babbar ^m*A-pi-ia-tum*

Shortly thereafter a tablet found at Šaduppum, modern Tell Harmal located near Baghdad, was published in which the distribution of an estate among six sons was recorded (M. de J. Ellis, "The Division of Property at Tell Harmal," *JCS* 26 [1974]: 133, Text A = "Old Babylonian Economic Texts and Letters from Tell Harmal," *JCS* 24 [1972]: 64, text 62). The tablet implies that this style of inheritance text was known in northern Mesopotamian cities during the Old Babylonian period.

⁴⁰ The cuneiform text is reproduced in J. Van Dijk, *Cuneiform Texts: Old Babylonian Contracts and Juridical Texts* (9 vols.; Texts in the Iraq Museum; Wiesbaden: Harrassowitz, 1967), 4, text 1. See also the discussions by E. Prang, "Das Archiv des Imgûa," *ZA* 66 (1976): 1–44; "Das Archiv des Bitûa," *ZA* 67 (1977): 217–34.

⁴¹ As attested in Old Babylonian times, there are two general types of seals, the common seal like that used here by the sons of Imgûa, which lists all the legal heirs on one stone, and a second type, which lists only the individual's name and his patronymic. On occasion the individual seal may also include the owner's title (A. Poebel, *Babylonian Legal and Business Documents from the time of the First Dynasty of Babylon, chiefly from Sippar* [The Babylonian Expedition of the University of Pennsylvania; Philadelphia: University of Pennsylvania, 1906], 6/2, 51–55).

Prang suggested that the seal was expressly made for this document and, therefore, could be classified as a bur.gul seal ("Das Archiv des Imgûa," 21). Although a full seal impression does not appear anywhere in the document, it can be reconstructed easily from the partial impressions throughout the tablet. It reads: "*Ša-lu-ru-um, A-pi-ia-tum, Zi-ia-tum, Lú-ga-tum* dumu.meš *Im-gu-ú-a*," "Šallurum, Apiyatum, Ziyatum, Lugatum, sons of Imgûa." The fact that a single family seal was used seems to emphasize symbolically the legal mutuality of the brothers.

^{27m}*Lú-ga-tum-ra in.na.an.búr*

²⁸*da é ^dSîn-li-di-iš ašgab*

²⁹*1½ iku a.šà igi.nim.ma*

³⁰*ús.a.du Ìr.^dNanna*

³¹*1 iku a.šà gán.da*

³²*ús.a.du Zi-ia-tum. . .*

Seal 3

⁴²*ḫa.la.ba A-pi-ia-tum*

⁴³*1 sar 16 gín é.dù.a*

⁴⁴*da é ^dLugal bán.da*

⁴⁵*1 sar kishlaḫ da é Ša-lu-ru-um*

⁴⁶*mu.é.é.e nu.ub.da.sá.a*

⁴⁷*4 še.gur ù <1>. giš.kun₄*

⁴⁸*šeš.ne.ne.<ra> in.na.an.búr*

⁴⁹*1½ iku a.šà mar-ra*

⁵⁰*ús.a.du Ša-lu-ru-um*

⁵¹*1 iku a.šà gán.da*

⁵²*da é.dumu.me A-bi-ì-lí*

Seal 4

Rs. III ⁵³*1 gu₄ Puzur₄ ^dLugal bán.da*

⁵⁴*u₃ 1 gín kù.babbar*

⁵⁵*8 u₈.udu.ḫi.a . . .*

Seal 5

⁶²*ḫa.la.ba Zi-ia-tum*

⁶³*1½ sar é.dù.a mu.é.é.e nu.ub.da.sá.a*

⁶⁴*1 gín 20 še kù.babbar A-pi-ia-tum*

^{65m}*Lú-ga-tum-ra in.na.an.búr*

⁶⁶*da é ^dSîn-na-še-er*

⁶⁷*1½ iku 37 ½ sar a.šà igi.nim.ma*

⁶⁸*ús.a.du dumu.me ugula.é.^dInanna*

⁶⁹*1 iku a.šà gán.(erasure) da*

⁷⁰*ús.a.du A-pi-ia-tum . . .*

Seal 6

⁷⁸*ḫa.la.ba Lú-ga-tum*

Seal 7

Rs. IV ⁷⁹*ibila Im-gu-ú-a-ke₄.ne*

⁸⁰*še.ga.ne.ne.ta*

⁸¹*giš.šub.ba.ta*

⁸²*in.(erasure)ba.e.eš*

⁸³*u₄.kúr.šè lú lú ù*

⁸⁴*inim nu.um.gá.gá.dé.a*

⁸⁵*mu lugal.bi.in.pàd.dè.eš . . .*

¹⁰⁰igi ^dNin.urta-ni-šu dub.sar

Seal 8

¹⁰¹itu zíz.a

¹⁰²mu.ki.13.ús.sa.a.bi

^{103d}Ri-im-^dŠîn lugal.e

¹⁰⁴Ī.si.in.ki ba.dab₅.ba

Seal 9

(I) . . . ¹²¹1 sar of the empty lot next to the house of Lugatum ^{131½}1 iku 30 sar of the *marra* field, ¹⁴beside Igmilum, the butcher . . . (Seal 1) ²⁴(This is) the inheritance share of Šallurum, the eldest brother. (Seal 2) (II) ^{251½}1 sar of the house, —Apiyatum has relinquished to Lugatum ²⁶with respect to 10 gin of the house ²⁷for 1 gin 20 grains of silver, — ²⁸next to the house of Šîn-lidiš, the leather worker. ^{291½}1 iku of the upper field ³⁰bordering Ir-Nanna, ³¹¹1 iku of the *ganda* field ³²bordering Ziyatum . . . (Seal 3) ⁴²(This is) the inheritance share of Apiyatum. ⁴³¹1 sar 16 gin of a house ⁴⁴next to the temple of Lugalbanda, ⁴⁵1 sar of the empty lot next to the house of Šallurum. ⁴⁶Since house was not equal to house, he (Ziyatum) has relinquished ⁴⁷⁴4 bushels of grain and 1 ladder ⁴⁸to (each of) his brothers. ^{491½}1 iku of a *marra* field ⁵⁰bordering Šallurum, ⁵¹¹1 iku of the *ganda* field ⁵²next to the house of the sons of Abi-ili. (Seal 4) (Rs. III) ⁵³¹1 ox (named) Puzur-Lugalbanda ⁵⁴and 1 shekel of silver, ⁵⁵⁸8 sheep, . . . (Seal 5) ⁶²(This is) the inheritance share of Ziyatum. ^{631½}1 sar of a house, since house was not equal to house, ⁶⁴Apiyatum has relinquished 1 gin 20 grains of silver ⁶⁵to Lugatum, ⁶⁶next to the house of Šîn-našer. ^{671½}1 iku 37½ sar of the upper field ⁶⁸bordering the sons of the overseer of the temple of Inanna, ⁶⁹¹1 iku of the *ganda* field ⁷⁰bordering Apiyatum . . . (Seal 6) ⁷⁸(This is) the inheritance share of Lugatum. (Seal 7)

(Rs. IV) ⁷⁹The heirs of Imgûa ⁸⁰in full agreement ⁸¹have divided (the inheritance) ⁸²by lot ⁸³and have sworn by the name of the king ⁸⁴never to raise claims ⁸⁵against one another . . . (Seal 8) ¹⁰⁰before Ninurta-nišu, the scribe. ¹⁰¹In the month of šabattu (January/February), ¹⁰²the 13th year since ¹⁰³Rim-Šîn, the king, ¹⁰⁴captured Isin. (Seal 9)

These sections follow an internal pattern. For instance, Ziyatum's share opens with a description of the principal portion of the inheritance, the house and its immediate surrounding areas (II. 43–45). This is followed by the measurements of the outlying properties, the *marra* and *ganda* fields, which were probably located outside of the city or town proper (II. 49–52). Sundry individual items such as tables, cattle, sheep, silver, and doors finish the inventory (II. 53–61). Thus, the surveys of immovable properties precede the record of movable property.

The Imgûa text also illustrates a concern for fairness. This is most evident in the so-called bûr, “pay in exchange” (II. 48 and III. 65), clauses that are prefaced by the phrase “since house was not equal (in value) to house” in II. 46 and

III. 63.⁴² When a portion of the estate, such as a house, could not be appropriately divided among the heirs, compensation was paid. In the examples we have here, movable property such as grain, ladders, silver, and other objects are used to compensate the others.

The conclusion of the inheritance text, IV. 79–104, consists of a series of standardized legal clauses.⁴³ These contain the declaration of mutual agreement (IV. 80), the method of the estate's distribution (IV. 82), a statement that all the heirs have taken an oath in the king's name (IV. 83), and a stipulation against future litigation (IV. 84–85).⁴⁴ A list of witnesses, which has not been quoted here, appears in lines 86–99. The date completes the transaction.

Joshua 18–19

The careful reader will immediately notice a basic structural parallel between the *Imgûa* inheritance text and Josh 18–19.⁴⁵ The focus in the biblical material, however, is only on the immovable property, the land. As in the Akkadian antecedent, Josh 18–19 preserves a divisional listing of the tribal inheritances.⁴⁶ It begins in 18:11 and extends to 19:48. There are seven sections, which correspond to the number of the legal heirs. The inheritance of Benjamin starts the list (18:11–27) with Simeon (19:1–9), Zebulun (vv. 10–16), Issachar (vv. 17–23), Asher (vv. 24–31), Naphtali (vv. 32–39), and Dan (vv. 40–48) following in due order. An additional parallel lies in the conclusion of each section that ends with the standardized statement PN 𒀭𒍪𒍪 𒀭𒍪𒍪, “this is the inheritance of PN” (18:20, 28; 19:8, 16, 23, 31, 39, 48).⁴⁷ Since the tribes do not

⁴² The Sumerian reads: mu. é.é.e nu.ub.da.sá.a.

⁴³ Some scholars describe these clauses as “starre Formel” or “feste Formel,” that is, “fixed forms” (Prang, “Das Archiv des *Imgûa*,” 36).

⁴⁴ Again, if we must turn to Greek materials for information concerning the allocation of estates, we need look no further than Isaeus, a fourth-century Athenian orator/lawyer, who specialized in inheritance cases. *Dicaeogenes* 7 reads: Ἐπειδὴ δὲ ἐνείμαντο τὸν κλῆρον, ὁμόσαντες μὴ παραβῆσεσθαι τὰ ὁμολογημένα, ἐκάκτητο ἕκαστος δώδεκα ἔτη ἃ ἔλαχε, “When they had distributed the estate, having sworn not to transgress each other concerning that which they had agreed upon, each remained in possession of the things which he had received for twelve years.” Albeit this is not a direct quotation from a Greek inheritance text, the basic structure corresponds to the Akkadian clauses: distribution (νέμω), followed by an oath (ὄμνυμι) not to raise claims against the other heirs (παραβαίνο). Even the observation that all had agreed (ὁμολογέω) to the divisions appears to reflect Near Eastern influence on Greek inheritance regulations. We might also note the use of κλῆρος, “lot,” for “estate.”

⁴⁵ The reference to the tent of meeting at the beginning and end of this material in 18:1 and 19:51 reinforces this feature.

⁴⁶ Chapters 14–17 also reflect the structural pattern of the inheritance texts, but not in as systemized a fashion as chs. 18–19.

⁴⁷ The phrase 𒀭𒍪𒍪 𒀭𒍪𒍪 also appears in 15:20 and 16:8. Here, however, it seems to function as an introduction to the listing of the boundries of the inheritance.

appear in the order of the birth of their eponymous ancestors as described in Genesis, in all likelihood, a geographical agenda is in force here.⁴⁸

Although the summarizing statement in 19:51 does not reflect the conclusion of the Akkadian text, similar concerns for the demarcation of the property are expressed in Josh 18:2–6.⁴⁹ For example, the ease with which the remainder of the land is distributed depends on the mutual agreement of the tribal representatives who surveyed the land לְפִי יִחְלָתָם, “according to their inheritance.” Further, vv. 9–10 encapsulate the implied activities behind the closing clauses of the Imgûa inheritance text.

So the men went and crossed the land⁵⁰ and wrote down in a book seven portions according to towns; then they went to Joshua in the camp at Shiloh,¹⁰ and Joshua cast a lot for them in Shiloh before the Lord; and there Joshua apportioned the land for the Israelites, to each a portion.

As with the representatives of the tribes of Israel, in order for the heirs of Imgûa to be še.ga-ne.ne.ta, “in full agreement” (IV 80), they must have reviewed the estate and agreed upon the contents of each portion. The components of each share were recorded either on a tablet or in a סֵפֶר, “book,” as mentioned in v. 9. Such a consensus among Imgûa’s sons and the Israelite tribes has the effect of supporting the Sumerian clause u₄.kûr šè lú lú ù inim nu.um.gá.gá.dè.a, “never to raise claims against one another” (IV 83–84).

The need to conduct the procedure in the presence of Yahweh may be illuminated by another inheritance text from Sippar, which recounts the distri-

⁴⁸ According to Gen 29:31–30:22; 35:16–18 the correct birth order is Reuben, Simeon, Levi, Judah, Dan, Naphtali, Asher, Issachar, Zebulun, Joseph, and Benjamin.

⁴⁹ Other differences between the Imgûa partition text and the materials in Joshua may be attributed to the fact that the former is a legal document while the latter is merely a description of a legal procedure. Such details as the presence of a priest and the location of the procedure might be lacking in TIM 4, 1 because they were assumed and/or these points were not part of the standard form of a legally binding inheritance text.

⁵⁰ This particular action is reminiscent of another ancient Near Eastern religio-legal ritual performed to confirm ownership of contested property. TS 71 from Kutalla contains the following description, *ra-bi-a-nu-um ša uru.ki ku-ta-la ù ši-bu-ut a-lim iz-zu-zu-ma* (variation *pa-aš-ta iš-pu-ru-nim-ma*) PN *pa-aš-ta ša* (variation adds *šen.tab.ba zabar*) ^dlugal.ki.du_x.na *in-na-ši-im-ma kirig₆ is-háu-ur-ma ú-bi-ir-ma il-qí*, “The mayor of Kutalla and the city elders assembled and PN circumambulated the orchard while the copper double-ax of DN was carried, and established (his ownership) and regained possession (of the orchard)” (C.-F. Jean, *Tell Sifr* [Paris: Paul Geuthner, 1931], pl. 153, text 71 [lines 14–19]; variation, pl. 155, text 71a [line 20]). Emblems associated with deities, here the *šen.tab.ba* (Sum.), *paštu* (Akk.), a type of axe possibly in the shape of a crescent, were frequently used to signify divine presence when a procedure could not be conducted in the temple. The circumambulation of an area to establish ownership in the accompaniment of a divine symbol also recalls the rite conducted by the Israelites at Jericho in Josh 6:8–16. Recently, E. Dombradi suggested that this text was a litigation document associated with an oath. The fact that a vow was involved may explain the need for the emblems (*Die Darstellung des Rechtsastrages in den alt-babylonischen Prozessurkunden* [Stuttgart: F. Steiner, 1996], 439).

bution of an estate under unique circumstances. Here the testatrix was a *nadītu*, a woman dedicated by her family to the service of a deity, who designated her brothers as the heirs to her share of the paternal estate. The key lines read: "They established (the house plot), all the property of the paternal estate (and the property of the *nadītu* PN) by means of the emblem of Sîn and the saw of Šamaš and divided them in equal parts."⁵¹ Not only does the process reflect the steps taken here in Joshua, but it may also explain, in part, the reason for dividing the land "before the Lord."

This now leads us to the lot clause. First of all, it should be pointed out that this phraseology, although not unique to inheritance texts, has not been found in any other legal framework. Unfortunately the Imgûa tablet quoted above only preserves an abbreviated version of this key clause. There the Sumerian reads in.ba.e.eš giš.šub.ba.ta, "they have distributed [the inheritance] by lot." Expanded versions of this clause appear in other inheritance documents dating to the same period. These phrases include the addition of the Sumerian verb šub, meaning "toss, throw," indicating clearly that the lots were cast in some fashion. For instance, "They made the division and cast a lot"⁵² or "They, in mutual agreement, cast a lot."⁵³ The clearest biblical parallel to these lot clauses is Josh 18:8, אֲשַׁלֵּךְ לָכֶם גֹּרֶל לִפְנֵי יְהוָה, "I will cast a lot for you before the Lord."⁵⁴

The evidence from Akkadian and biblical materials allows us to reconstruct the following sequence regarding most cases of estate distribution:

1. Any outstanding legal barriers hindering the division of the estate must be settled. For the Israelites this required the removal of illegal occupants and reclaiming the land (Josh 1–12; TS 71.19).
2. The co-heirs make an inventory of all inheritable property (VAS 9 130.7), including a survey of any land. A formal record is made (Josh 18:8).
3. The co-heirs divide the property into portions corresponding to their number (Josh 18:9b). Adjustments could be made when the value of one share was considered greater than the others (Num 33: 54; TIM 4, II. 48; III. 65). This is done to assure mutual agreement and eliminate any future litigation (TIM 4, IV. 80; 83–84).

⁵¹ The Akkadian reads: *mi-im-ma bi-ši é a.ba . . . in-a šu.nir ša su.en ù dša-ša-rum ša dutu ú-bi-ru-ma izuzu*. F. Delitzsch, *Vorderasiatische Schriftdenkmäler der Königlichen Museen zu Berlin* (Leipzig: Hinrichs, 1909), vol. 9, text 130, lines 4, 6–8.

⁵² This clause appears in an Old Babylonian inheritance text found at Tell Sifr. The Sumerian reads: *giš.šub.ba. i.šub.bu.dè.eš* (Jean, *Tell Sifr*, text 5, line 9).

⁵³ This phrase is written in Akkadian and reads: *i-na mi-it-gu-ur-ti-šu-nu is-qa-am i-du-u-ma* (Jean, *Tell Sifr*, pl. 86, text 44, line 46).

⁵⁴ Joshua 18:6 and 10 also display phraseology analogous to the Mesopotamian lot clauses.

4. Each heir casts a lot to learn which portion he will inherit (*TIM* 4, IV. 81). The biblical passages appear to demonstrate an alternate custom. Joshua, the estate administrator, casts lots on behalf of each beneficiary (Josh 18:8b, 10). Then the results are recorded (Josh 18:11–19:48; *TIM* 4). In the Babylonian text the new owners affix their “family” seal to the register.⁵⁵
5. Each beneficiary is then free to take possession of his inheritance and dwell in it as a legally independent tribal/family unit (Josh 21:43).

III. Conclusion

The institution of undivided inheritance defines the book of Joshua. It provides an explanation for the ideology of corporate tribal conquest. The book’s two major divisions correspond to a sequence of legal actions founded on the necessity to remove or contain all illegal claimants on the inheritable estate by the co-heirs. Once accomplished, it was possible to allocate property to the rightful co-beneficiaries.

Information from Akkadian texts permits us to establish that lot casting legally dissolved the state of undivided inheritance. The similarities between Mesopotamian inheritance texts and procedures and Josh 13–19 in particular may be a literary attempt to elicit six legal effects concerning intertribal relations. (1) It legally dissolved the house of Israel as a collective tribal unit. (2) It definitively established the territorial boundaries of individual tribal lands. (3) It allowed each tribe to take full possession of the property by residing in it. (4) It validated the independent legal authority and responsibility of each tribe for its patrimonial estate. (5) It eliminated the right of any tribe to contest the boundaries of another tribe’s territory. (6) It legally permitted each tribe to subjugate any unauthorized squatters on their “inheritance.”

The general similarities between Akkadian partition documents and Josh 13–19 suggest that the writers/editors of the book of Joshua were either familiar with Mesopotamian inheritance practices and/or had the same custom themselves. They also imply that the overall form and phrasing of Josh 13–19 were designed subtly to elicit these inheritance traditions in an effort to demonstrate, in a narrative form, the Israelite tribes’ legal right to self-determination.

⁵⁵ There are no references to the use of a seal in any of the relevant biblical passages. Yet, if the use of a family seal served to underscore common ownership in Mesopotamian materials (cf. n. 41), perhaps the literary figure of Joshua, as the only one who casts the lots, may function along similar lines. As estate administrator, he would represent the unified tribes.