

PARTNERSHIP LOANS IN THE OLD BABYLONIAN PERIOD

A thesis presented

by

George Frederick Dole

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To my father
Rev. Louis A. Dole
1885-1964

PREFACE

There are two main reasons for the present study. First, the three previous major studies¹ all reached differing conclusions, and left many questions unanswered, and second, unpublished tablets in the Harvard Semitic Museum provide a substantial addition to the limited corpus of relevant texts.

In working with the texts, the writer has come to feel that their mixture of written languages may well represent a spoken reality, that is, that a scribe reading a legal contract might well have read the Sumerian as Sumerian, much as lawyers still use Latin phrases for specific legal concepts. The writer has thus deemed it inadvisable to convert from Sumerian to Akkadian segments larger than isolated words except where phonetic complements clearly make it necessary. Wherever both Akkadian and Sumerian occur in a passage, the passage has been set off from the English text by quotation marks or by indentation, and, as in Appendix B, the Akkadian has been put in italics and the Sumerian in simple lower case. Proper names which do not agree in language with their context have been treated as loan-words. Capital letters have been reserved for instances in which the writer is unable to determine how a sign was read, or is unwilling to choose between alternatives. Passages quoted containing only Akkadian or only Sumerian are set off from the English text by italics. The setting of Sumerian in italics in such cases is done with regret,

and only because the necessity has been felt to distinguish from the English text all foreign words.

The abbreviations used are those of the Chicago Assyrian Dictionary.

This thesis was conceived by Dr. Dietz Otto Edzard during his visiting professorship at Harvard in the year 1961-1962, and survived its first months only by virtue of his encouragement and help. It was adopted by Dr. Thorkild Jacobsen upon his arrival, and owes whatever maturity it has reached to his constant support and patient attention to detail.

My gratitude is also due to Dr. William W. Hallo of Yale for his generous assistance with the Yale tablets herein cited, and with several items of bibliography.

Finally, my sincere thanks are given to the Kingsley Trust Association of New Haven and the Cambridge Society of the New Jerusalem, which have supported me during my studies at Harvard; to my sister, Miss Gertrude Dole, for typing a difficult work; and above all to my good and understanding wife.

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INTRODUCTION

It is widely recognized that the natural economy of ancient Mesopotamia dictated trade.² The products of field and pasture were abundant, given irrigation; metals, stone, and structural wood were virtually nonexistent; and the rivers and canals offered avenues of transport.

It is thus not surprising to find that trade is a profession in Old Babylonian times.³ For extensive private property is everywhere attested, giving individuals the means to finance expeditions of some scope.

Also to be noted is the existence of a silver economy in some form. It is true that in any given instance it may be impossible to ascertain whether silver or an equivalent amount of goods actually changed hands,⁴ but it is nevertheless clear that silver was a common standard of value, and could be used for payment of debts.

In this economic context we find the loan-contract, which is well attested in a variety of forms. For a convenient summary of loan terminology, the reader is referred to the study made by Bilgiç,⁵ to which the following observations may be added.

In the standard collection of legal phrases known as ana ittišu,⁶ Tablet 2, Column I, lines 57-65, three terms are divided into two groups as follows:

HAR-ra	<u>hu-bu-u[il]-lu</u>	verzinsliche Schuld
HAR-ra-tuk	"	"
HAR-ra-tuk	<u>bēl hu-bu-li</u>	Gläubiger
HAR-re-dē	<u>a-na hu-bu-li</u>	als verzinsliche Schuld
HAR-HAR-šē	<u>a-na</u> "	" "
HAR-ra nu-me-a	<u>ša la-a</u> "	ohne " "
HAR-ra nu-me-a	<u>ul a-na hu-bu-ul-li</u>	ohne verzinsliche
oš-dē-a-[šē]	<u>a-na hu-bu-ta-te</u>	Schuld, als zins-
		loses Darlehen
HAR-ra [nu-me-a]	<u>ul " a-na qī-ip-ti</u>	ohne verzinsliche
šu-la[il-šē]		Schuld, als Ver-
		trauensdarlehen
HAR-ra-[nu nu-me]	<u>ul hu-bu-li</u>	es ist nicht meine
		Schuld

Both the ruling of the tablet and the phrase "HAR-ra nu-me-a / ul a-na hu-bu-li" set "eš-dē-a / hubuttatum" and "šu-lal / qintum" together, opposed to "HAR-ra / hubullum." This implies that their meanings should be similarly grouped, and requires further attention to the individual terms.

Etymologically, the meaning "ensnare" for habālum⁷ is perhaps appropriate for hubullum as a loan at (fixed) interest.

For hubuttatum, perhaps habātum "rob"⁸ had connotations suitable in a loan context. While no precisely parallel meaning for eš-dē-a is to be found, we may take the dē

to mean tabākum "pour out, accumulate." The ā may refer to the rate of 1/3 which applies to many hubuttatum loans.⁹

qintum is clearly derived from qārum "entrust", and may be translated "entrusted goods". āu-lal may carry the same intent by reference to the obligation involved as "binding the hand."¹⁰ Compare English "bond" in its economic senses.

Actual loans are recorded in texts which follow a basic form described by Schorr as follows: "1. Darlehensobjekt; 2. Zinshöhe bzw. Zinsfreiheit;¹¹ 3. 'hat A (Schuldner) von B (Gläubiger) entliehen'; 4. Zeit (Ort und Modus) der Schuldtilgung; 5. Zeugen und Datum."¹² The occurrence of "ergänzende Klauseln" is also noted.

The specific type of loan-contract with which the present study is centrally concerned, the "partnership-loan" contract, closely follows this form. Its distinguishing mark is that the place of specification of loan-type (as item 2 in Schorr's outline might better be termed)¹³ is occupied by the phrase nam-tab-ba-ā or its equivalent.¹⁴ Sixteen published Old Babylonian examples of such contracts are known to the present writer,¹⁵ and ten are herewith added from the tablet collection of the Harvard Semitic Museum.¹⁶

Material relevant to the understanding of the partnership-loan contracts is found not only in the contracts themselves, but also in other source-types. We may note

first the nikkassum or "accounting" texts,¹⁷ which record the termination of partnerships. Further information is found in texts of a legal or procedural nature.¹⁸ Among the lexical texts, both ana ittišu and HAR-raibubullu contain directly relevant material.¹⁹ Finally, the Hammurabi Code contains one express provision ("U", or No. 98) for the giving of money on partnership terms.²⁰

The problems raised by these sources have received considerable attention in Assyriological literature. Three substantial studies, by Eilers, Lautner, and Szlechter,²¹ have especially contributed to our understanding. Because these three studies reach diverging conclusions, it may be well at this point to characterize each briefly.

At the outset, we may note generally that in the partnership-loan contracts we have to do with the coincidence of two distinct concepts, "partnership" ("nam-tab-ba / tamputum") and "loan" (implicit in "šu-ba-an-ti / ilqi" "he received").²² When these two concepts are met with separately, the former emphasizes an equality among the participants, while the latter implies an inequality. More precisely: in the case of partnership, the partners share ownership; while in the case of a loan, the creditor retains ownership and the debtor has possession.²³ This difference is as it were accentuated when, in partnership loans, a single unit of property is involved.

We suggest, then, that understanding the partnership loan depends upon reconciling these elements in relation to a single unit of property, usually expressed as a sum of silver, and two or more persons.

There are several possible reconciliations. Eilers sees the loan-form as ruling the principal, and the partnership-form as ruling the profit: "Ja, die Forderung auf nēmelum, gemeinsam dem ummeānum wie dem oder den tannū, kennzeichnet den Charakter des ganzen Rechtsgeschäftes, nur in diesem Punkte waren die Kontrahenten gleichgestellte tannū, Gewinnbeteiligung des ummeānum neben den tannū ist konstitutive Eigenschaft einer tannūtum."²⁴ The creditor has ownership of the capital and a right in the profit, the debtor has possession of the capital and a right in the profit. The division is thus along financial, rather than personal, lines, the same participants standing in different relationships to each other as to capital and as to profit.

Lautner, on the other hand, sees the partnership stipulation as primarily a stipulation of purpose ("Zweckbestimmungsvermerk," p. 32). "Die Übergebene Valuta soll dazu verwendet werden, die wirtschaftliche Grundlage eine vom Empfänger mit Dritten abzuschliessenden tannūtum zu bilden . . ."²⁵ Thus the ummeānum is wholly creditor, but in relation to a group which is a partnership.

Szlechter, lastly, lays more stress on partnership forms. "... l'un des associés a mis comme apport l'argent et l'autre associé, commerçant, a apporté son industrie pour la faire valoir et partage avec l'associé-capitaliste le profit ..." ²⁶ Unfortunately, in this treatment the importance of the loan-form (in addition to loan terminology) is not adequately recognized.

It will be seen that the choice of interpretation will depend in no small measure upon the answers to certain concrete, factual questions.

1. Did the creditor regularly receive a share of the profit? If so, then he had the rights of a partner in this respect.

2. Was the creditor bound to share in possible losses? If so, then the partnership might encroach on the capital sum.

3. Was interest charged by the creditor on a partnership loan? If so, then the creditor acted as creditor rather than as partner in this respect.

In order to answer these questions, it is necessary to subject the contracts and related material to close analysis, in respect to form or structure as well as to content or vocabulary. We shall begin in the following pages by distinguishing and examining the standard and the variable clauses in extant partnership-loan contracts.

CHAPTER I

THE CLAUSES OF THE NAM-TAB-BA LOAN CONTRACTS

THE BASIC FORM

The main elements of the nam-tab-ba contracts may be listed as follows: 1. Sum Loaned; 2. nam-tab-ba-šá; 3. Creditor(s); 4. Debtor(s); 5. šú-ba-an-ti-meš; 6. Repayment Terms; 7. Witnesses; 8. kišib šu-ra; and 9. Date. Their distribution in available contracts may conveniently be summarized in the chart following.

In this chart, the order of the dated texts is chronological. "x" indicates the occurrence, "-" the non-occurrence of a given element. Any change in the position of an element is indicated by an arrow from the normal position to the actual position. Additions to the basic form are denoted by the letter "n" in the proper place. Minor abnormalities (such as kišib PN for the usual kišib lú-inim-ma) are not here noted, but will be treated in the discussion of the individual elements.

It will be seen that the texts vary only slightly in their choice and order of elements, so that the list in the

FIGURE I

THE NAM-TAB-BA CONTRACT FORM

S.K. 31	X	X	X	X	X	X	X	X	X	X	X	(?)
MAH 16351	X	X	X	X	X	X	X	X	X	X	X	(?)
VAS IX 182-3	X	X	X	X	X	X	X	X	X	X	X	(?)
BE VI 97	X	X	X	X	X	X	X	X	X	X	X	(As "17")
FM 17	X	X	X	X	X	X	X	X	X	X	X	(Ss11)
MSM 7607	X	X	X	X	X	X	X	X	X	X	X	(H 31)
YOS VIII 172	X	X	X	X	X	X	X	X	X	X	X	(RS 57)
MSM 7622	X	X	X	X	X	X	X	X	X	X	X	(RS 57)
MSM 7615	X	X	X	X	X	X	X	X	X	X	X	(RS 46)
MSM 7509	X	X	X	X	X	X	X	X	X	X	X	(RS 46)
MSM 7512	X	X	X	X	X	X	X	X	X	X	X	(RS 46)
MSM 7596	X	X	X	X	X	X	X	X	X	X	X	(RS 46)
MSM 7510	X	X	X	X	X	X	X	X	X	X	X	(RS 46)
MSM 7603	X	X	X	X	X	X	X	X	X	X	X	(RS 46)
MSM 7601	X	X	X	X	X	X	X	X	X	X	X	(RS 45)
MSM 7507	X	X	X	X	X	X	X	X	X	X	X	(RS 40)
DJ 90	X	X	X	X	X	X	X	X	X	X	X	(RS 28)
YOS VIII 145	X	X	X	X	X	X	X	X	X	X	X	(RS 37)
YOS VIII 136	X	X	X	X	X	X	X	X	X	X	X	(RS 34)
YOS VIII 96	X	X	X	X	X	X	X	X	X	X	X	(RS 32)
TOL A 75	X	X	X	X	X	X	X	X	X	X	X	(RS 29)
UET V 362	X	X	X	X	X	X	X	X	X	X	X	(RS 28)
UET V 367	X	X	X	X	X	X	X	X	X	X	X	(RS 28)
YOS V 242	X	X	X	X	X	X	X	X	X	X	X	(RS 26)
UET V 415	X	X	X	X	X	X	X	X	X	X	X	(RS 10)
Jean CLXXVIII	X	X	X	X	X	X	X	X	X	X	X	(RS 7)
BE III 16	X	X	X	X	X	X	X	X	X	X	X	(Ur III)
1. Sum Loaned												
2. <u>nam-tab-ba</u>												
3. Creditor(s)												
4. Debtor(s)												
5. <u>šu-ba-an-ti</u>												
6. Repayment Terms												
7. Witnesses												
8. <u>Kišib šu-ra</u>												
9. Date												

first column of the chart may safely be said to give the "standard form" for a nam-tab-ba loan contract.

Certain major variants should be noted immediately.

1. The kišib ib-ra phrase is not regularly included at first, but becomes the rule rather than the exception in the reign of Rim-Sin.

2. BE III₁ 16 and MSN 7509 omit repayment terms.

3. In BE VI₁ 97, FM 17, and MAH 16351, all relatively late, the nam-tab-ba phrase follows rather than precedes the mention of creditor(s) and debtor(s).

In addition to the fixed elements of the standard form, which may vary in content only, there are several variable elements. We may note stipulation of purpose (UET V 415 and BE VI₁ 97), and additional stipulations concerning repayment, such as corporate liability, strict cash payment, or payment in grain.

In the sections that follow, we shall first discuss the fixed elements in the order listed, then the variable elements, and then the correlations that exist among the various shadings of form and content.

THE FIXED CLAUSES

1. Sum Loaned

In thirty instances,²⁷ we know the sums of silver loaned on partnership terms. They range from two shekels

(UET V 362) to twenty mana (YOS VIII 145). Of the thirty, twenty-one fall between ten shekels and two mana, with four in excess of two mana and five being less than ten shekels. The seven loans for one mana each represent the largest group at one sum, and occupy a median position, there being twelve loans for smaller sums and eleven for larger sums.

2. nam-tab-ba-še

The terminology for "partnership" (nam-tab-ba) and related concepts, though in a general sense clear, presents on closer examination several complexities which call for discussion in some detail.

As a point of departure, we may take the occurrence of the term in ana ittišu. Here, in Tablet 3, Column II, line 20, we find

kù nam-tab-ba / KÙ-BABBAR²⁸ tan-nu-tu.

In the Sumerian column, nam-tab-ba "partnership" may be taken as consisting of the abstract formant nam- and the word tab-ba, Akkadian tappûm, "partner."²⁹ It will be seen that the writing kù nam-tab-ba does not make explicit the grammatical relationship involved. Either a genitival or an appositional construction might be written in this fashion.

In the Akkadian column, the word tappûtum, formed from the word tappû "partner" by the addition of the abstract

formant -ûtu, offers a precise parallel to nam-tab-ba; and in contrast to the grammatical ambiguity of the Sumerian entry, it clearly indicates by its nominative ending -u, an appositional construction, kasnu tannûtu, "silver, partnership capital" rather than a genitive construction, kasan tannûti "silver of a/the partnership."³⁰ Since the Akkadian of A1. generally respects the nominative-genitive distinction after -i,³¹ the evidence of this writing cannot lightly be disregarded.

Turning next to the related legal entries in the series cited as "HAR-ra:hubullu,"³² we find the following:

277	kû nam-tab-ba	<u>ka-sap tan-ni-e</u> (var. <u>ka-sap tan-nu-û</u>)
	kû nam-tab-ba-ni	" <u>tan-ni-e-šû</u> (var. " <u>tan-nu-šû</u>)
	kû nam-tab-ba-ne-ne	" <u>tan-ni-e-šû-nu</u> (var. " <u>tan-nu-šû-nu</u>)
280	tab	<u>tan-nu-u</u>
	tab-ba-ni	<u>tan-nu-u-šû</u>
	tab-ba-ne-ne	<u>tan-nu-u-šû-nu</u>

For lines 280-282, the variant texts S₁₁, S₂₁, S₂₄, and (traces of the first columns only) S₃₂ offer the following:

	<u>S₁₁</u> , <u>S₂₄</u>	<u>S₂₁</u>	
280	nam-tab-ba	<u>tan-nu-u</u>	<u>tan-nu-û</u>
	nam-tab-ba-a-ni	<u>tan-nu-u-šû</u>	<u>tan-nu-ut-su</u>
	nam-tab-ba-ne-ne	" <u>-šû-nu</u>	<u>tan-nu-ut-su-nu</u>

In the Sumerian column, the writings kū nam-tab-ba-ni and kū nam-tab-ba-ne-ne, not kū nam-tab-ba-ka-ni, -ka-ne-ne, seem clearly to exclude the possibility of a genitival construction,³³ and hence must be taken as indicating an apposition, "his/their silver, partnership holdings." Thus the ambiguous writing kū nam-tab-ba in Ai. 3, II, 20 is best considered as also representing an apposition rather than a genitive, giving complete congruence between the Sumerian and Akkadian entries in Ai.

In the Akkadian column of Wh., the variant texts cited follow this pattern, insofar as, by writing the nominatives tap-nu-ū, -šū, -šū-nu, they indicate apposition. The main texts, however, give ka-sap tap-ni-e (-šū, -šū-nu), a genitival construction meaning "silver of (the) partners/partnership," showing that the appositional construction was not the only one possible.

Comparison of the Sumerian and Akkadian columns provides further information. Both in lines 277-279 of the main texts, and in lines 280-282 of the variant texts S₁₁ and S₂₄, tappū rather than tappūtu is used as equivalent to nam-tab-ba. The case with which tappū and tappūtu substitute for each other in this passage makes it difficult to avoid the conclusion that they were virtual synonyms over much of their semantic range.

Turning, then, to questions of meaning, we may begin by noting that the prevalence of appositional constructions shown above has direct relevance. The concrete, neuter "kū/kasnum," "silver" could hardly have in apposition to it either the abstract "partnership" or the personal "partner." A meaning such as "partnership capital" or, more broadly, "partnership holdings" is thus required for nam-tab-ba (Hh. 1, 277-278) and tannûtum (Ai. 3, II, 20) when they are in apposition to "kū/kasnum."

Most striking, however, is the fact that by the same tokens the word tannû, hitherto given only the meaning "partner," must also be given the meaning "partnership holdings." This is indicated by its apposition to kū in texts S₁₁, S₂₁, and S₂₄ of Hh. 277-278, by its interchangeability with tannûtum, and by its use as equivalent to nam-tab-ba.

The existence of this meaning is further supported by evidence from legal texts. In the escl tannûtim contracts, the phrases "a-na TAB-BA = ana tappê"³⁴ and "a-na ian-nu-ti(m)"³⁵ are used as apparently free variants. These phrases, furthermore, occur parallel to such phrases as ana arresûtim "for plowing" and ana tentîtim "for opening," which refer to the manner in which the field is to be worked rather than to the persons involved. Hence a translation "for partnership holdings" is most suitable.

In partnership-loan contracts, the clearest instance of the proposed variant meaning is in VAS IX 182-5, "x kû-babbar ša-ar <-na?> TAB-BA ki "utu ñ PN₁ dumu PN₃ šu-ba-an-ti," "So and so much silver refin(ed), partnership holdings, from Šamaš and PN₁ PN₂ son of PN₃ received." kû-babbar cannot be construed as a construct, nor TAB-BA as a genitive, because of the presence of the adjective šarna between them. TAB-BA must then be in apposition with kû-babbar, and must have the meaning "partnership holdings."

VAS VIII 71 records a lawsuit concerning a partnership loan. One of the debtors has died, and the son of the other is accounting for the capital. He makes the statement that his father did not buy field, house, slave-girl, or slave "i-na kasnim (Kû-BABBAR^{im}) ñ ki-si-im ša tan-ni-im (sg.!), " "with the silver or purse of the tannû (sg.)." This parallels a phrase earlier in the text: i-na Kû-BABBAR ša it-ti um-mi-a-nim PN₁ ñ PN₂ il-aš-i-na, "with the silver which PN₁ received from the ummiānna." Thus the reference to the "silver or purse of the tannû" is not a reference to any private property of the deceased partner, but to any money "of the partnership holdings."

We may also cite Strassburger Keilschrifttexte No. 31, 3 gin kû-babbar tab-ba, which, in the light of the foregoing, must mean "three shekels of silver, partnership holdings," not "... silver of a partner."

We thus read "ana TAB-BA" as ana tappê "for, into legal status as, partnership holdings" in all such contexts, thus is CR 34, "a-na TAB-BA id-di-na"; BE VI, 27, "a-na TAB-BA šu-ba-an-ti-meš"; CT II 22, "a-na TAB-BA id-di-na"; VAT 806, "a-na TAB-BA i-di-nu-šu-nu-ši"; KAJ 32, "a-na TAB-BA a-na barrān (KASKAL) GN^{KI} šu-ba-an-ti"; and MAM 16351, "a-na TAP-PA a-na ITC 3 KAM šu-ba-an-ti-meš."

MSM 7503, "aš-šim 1/2 ma-na 6 1/2 gín kù-babbar ša NAM TAB-BA šī-ib-dšīn im-zur-dšamaš i-di-nu," probably falls in the same category. The ša can hardly be genitival, since this would leave a relative clause without ša, šep-sin ... idīnu, not following immediately the word modified.³⁶ It is thus probably best to understand NAM as a writing for ana³⁷ and to translate "Concerning so and so much silver, which, for partnership holdings, Šep-sin entrusted to Ingur-Šamaš."

In the light of the foregoing, the partnership clauses in the loan contracts themselves are straightforward. The phrase in question occurs in four basic forms: kù nam-tab-ba-še, nam-tab-ba-še, kù nam-tab-ba, and nam-tab-ba. The inclusion or omission of kù is of little moment, since where it occurs it may be regarded simply as appositional to the phrase for the sum loaned, which immediately precedes it. So, for example, MSM 7510, 2 ma-na kù-babbar kù nam-tab-ba-še may be translated "One and one-third mana four and two-thirds shekels of silver for partnership holdings."

It will be noted, moreover, that the equation TAB-BA = tappâ = "partnership holdings" brings the phrase nam-tab-ba-šê into precise accord with such grammatically parallel phrases as nam-dumu-šê and nam-dam-šê. In each case, the "x" of nam-x-šê is synonymous with the person or thing whose status is altered by the contract. Thus in the sentence PN₁ ki PN₂PN₃ nam-dumu-šê ba-da-an-ri / in-gar, "PN₁ has taken PN₃ from PN₂ into sonship," PN₁ becomes dumu "son" by virtue of the contract;³⁸ in the sentence PN₁PN₂ nam-dam-šê ba-an-tuku / in-tuku, "PN₁ has taken PN₂ into 'wifehood,'" PN₂ becomes dam "wife" by virtue of the contract. So similarly it is now possible to say that in the sentence "x gin ki-labbar nam-tab-ba-šê ki PN₁PN₂ šu-ba-an-ti," "PN₂ has received x gin of silver from PN₁ for partnership holdings," the ki becomes tab-ba, "partnership holdings," by virtue of the contract.

Thus we may now translate both nam-tab-ba-šê and NAM-TAB-BA (= ana tappâ) as "for (into legal status as) partnership holdings."

3. Creditors

Of the twenty-six contracts, eight have two creditors, fifteen have one, and three (VAS IX 132, YOS VIII 96, and YOS VIII 145) have Šamaš and one mortal as creditors.³⁹ Seven of

the eight contracts involving two creditors are Šep-Sin contracts (cf. Appendix C), and the remaining one, YOS V 242, is published as coming from Larsa. The "additional loan" HSM 7596 has as creditor only one of the two individuals given as creditors on its antecedent, HSM 7510.

The names of the creditors are introduced by ki (= itti). The postpositive -ia occurs only in BE III, 16 (Ur III).

4. Debtors

Nine contracts have one debtor, fifteen have two, and two, BE VI, 97 and FM 17, have three. The additional loan HSM 7596 and its antecedent HSM 7510 both list (the same) two debtors.

5. Šu-ba-an-ti

The Akkadian equivalent in this context is lequm,⁴⁰ or less frequently mabrum.⁴¹ The sense is clearly "to take in possession."

As the main verb in the first sentence, and as the only preterite, it presumably represents the act which the witnesses beheld, and which made the contract irrevocable, namely the transfer of money (or goods) from creditor to debtor.

6. Terms of Repayment

This section shows a considerable degree of variation (for details, cf. column headed "TERM," p. 49 *infra*). In regard to the time of repayment, eight and probably nine⁴² of the loans are payable on demand--"u₄ um-mi-a kû al-lá-bè-a / um ummianum kasnam irišu," "(on the day) when the creditor demands the silver."⁴³ Ten are due after the lapse of a specified amount of time, ranging from one to four months. Three are payable "on safe completion of the expedition"--"kaskal silim-ma / ina šalām barrānim." One (HSM 7601) is payable "when they meet," "u₄ in-na-ma-ru"; one (HSM 7519) is payable "on demand on safe completion of the expedition"; and two (VAS IX 182 and HSM 7509) have no specification. The paired loans HSM 7510 and 7596 agree in setting the term at one month.

7. Witnesses

The number of witnesses varies from none to seven. The tablet with no witnesses, Strassburger Keilschrifttexte No. 31, is a šu-ti-a text, and these regularly lack witnesses, being probably from official rather than private contexts.

8. kišib lb-ra

The pam-tab-ba loan-contracts show considerable variety

in respect to the notation of sealing, the kišib fb-ra phrase. Of the twenty-five tablets (and three envelopes), twelve omit the phrase, and three (VAS IX 182, BE VI₁ 97, and MAH 16351) have kišib PN phrases.

Four (HSM 7509, 7519 env., 7615 env., and YOS VIII 145) have the form kišib lû-inim-ma-bi^{meš} fb-ra. Here the singular verb suggests the translation, "It is sealed with the seals of its witnesses," or possibly "He sealed it with the seals...." YOS VIII 96 differs only in orthography, having "...inim-ma-ab-bi^{meš}...." Strassburger Keilschrifttexte No. 31, kišib-ba-a-ni fb-ra, may mean either "He sealed it with his seal," or "It is sealed with his seal," or "His seal is impressed." The plurals in HSM 7622, however, kišib lû-ki-inim-bi-eš fb-ra-eš, virtually require the translation "Its witnesses have impressed (their) seals."

HSM 7510, tablet and envelope, reading kišib lû-inim-ma-a-ni, and HSM 7596, kišib lû-inim-a-ni, omit the verb. The same may or may not be true of YOS VIII 136, kišib lû-inim-ma-bi^{meš}[].

YOS VIII 172, kišib]ra; HSM 7615, kišib[]eš; and UET V 367, kišib lû eš are badly broken. HSM 7519, kišib lû-inim(?) -ma-bi(?) fb-ra-eš must mean "They have sealed it with the seal of its witness."

This phrase in its variety of forms has not hitherto

been thoroughly investigated. Its background may be summarized by saying that witnessing and sealing, originally distinct practices, became closely connected by the old Babylonian period; and that the phrases denoting these practices were combined in this process. In the following pages, we shall sketch briefly the situations in the pre-Sargonic and Sargonic period, the Ur III period, and the Old Babylonian period as regards witnessing, sealing, and their notation.

Witnessing is common in pre-Sargonic documents, with two basic forms of notation. The witnesses could be listed at the beginning of the document (an Akkadian form), followed by the phrase, "witnesses that such-and-such took place"; e.g., FM 3:7⁴⁴ "(PN-list) šûbûti l (PI) ŠE PN₁ a-na PN₂ i-ti-na," "(PN-list)(were)witnesses that PN₁ gave PN₂ one PI of grain." Or the witnesses could be listed after the description of the transaction (a Sumerian form?), followed by the phrase lû-ki-inim (PBS IX 3) "the witnesses," lû-ki-inim-ma-bi (*ibid.*, 6) "its witnesses," or lû-ki-inim-ma-bi-me (*ibid.*, 51) or lû-inim-ma-bi/pi-me (BIN VIII 158) "(These) are its witnesses."

These Sumerian phrases are evidently ancestors of the old Babylonian "kišib phrase," and must therefore be examined in their settings.

First of all, lû-inim-ma and lû-ki-inim-ma apparently occur as free variants, with no distinction in meaning, and

with the fuller form being the more frequent. Since precise grammatical analysis of the phrase requires fuller writings, it will be reserved until the Ur III evidence is introduced.

Second, the -me is the copula, with the witness-list as subject and lú-ki-inim(-ma-bi) as predicate--"(These) are the/its witnesses."

Third, the -bi- refers to the transaction. This is clear from BIN VIII 172, which reads in part as follows"

m d_{En}-líl-lá

lú-na_{HU}

lú-inim-ma inim-tíl-a-kam

"Enlila,

the ma_{HU} man

was witness of the completion of the transaction."

"The completion of the transaction" would have been the point at which bargaining ceased, and both parties agreed to abide by the terms as set, without further discussion. So BIN VIII 158, lú lú nu-ba-gi₄-gi₄ inim-bi in-tíl, "One shall not 'return' to the other; this transaction is completed," means in effect "there can be (no further alteration, hence) no further discussion of terms." Note also ibid. 166, PN-list lú-inim-ma-pi-me igi-ne-ne-ta inim-pi al-tíl, "(these) are the witnesses before whom this transaction was completed."⁴⁵

This may suffice as a summary description of witnessing in the early period. Sealing is of like antiquity. From ED I

we have jar-sealings;⁴⁶ but, in contrast to the frequency in the Jemdet Nasr period, the sealing of documents is rare.⁴⁷

Rather, the primary use of seals seems to have been to guard the contents of some container against alteration.⁴⁸ A key passage in this connection is Gudea, Cyl. A, Col. VII l. 13.⁴⁹ In order to get out materials with which to build a chariot for Ningirsu, é-ní-gur₁-ra-na kišib-bi bi-kár, "he (Gudea) removed from his storehouse its seal." This was Gudea's (private?) storehouse; only he or his authorized representative could remove the seal, and then re-seal, once the "transaction" was completed, to prevent further alteration.

In the Ur III period, we find both continuity and change. As to witnessing we find, for example, in de Genouillac, Drehem Pl. XXXIV No. 5539, PN-list lú inim-ma-bi-me, "(These) are its witnesses." Throughout the di-ti-l-la texts published by Falkenstein⁵⁰ the phrase lú-inim-ma-bi-me occurs following a list of names, "(These) are its witnesses."

The sealing of goods likewise continues. Note YOE IV 70, ll. 2-3: (x) še gur lu-gal gur-bi kišib Ur-nigin-gar ib-ra, "So many royal gur of grain; each gur is impressed with the seal of Ur-nigin-gar" (or, "These gur Ur-nigin-gar impressed with a seal"). Sealed tags and bullae are attested, as is the sealing of silver.⁵¹

But in addition, we now frequently find the practice of

sealing documents and noting the fact of sealing in the body of the text. Cf. de Genouillac Drehem Pl. XL No. 5569, 2 udu...ki Na-ša₆-ta lū-dingir-ra di-kuru, 1-hun kišib Ur-^dŠu-an-na "Two sheep...Lu-dingira rented from Naša; seal of Ur-šuanna," with a seal-impression reading "Ur-^dŠi-an-na dumu Ba-zi-zi." Frequently the recipient of the goods impresses his seal, as for example in ibid. Pl. XLIV No. 5591: 1 meš ki Ur-^dBa-ū-ta Ur-^dBa-ū dumu Ur-ša₆ šu-be-ti,⁵² "Ur-Bau son of Ur-ša received one goat from Ur-Bau," with a seal impression reading Ur-^dBa-ū. dumu Ur-ša₆-ra⁵³

This phrase "kišib PN" must be regarded as the other ancestor of the Old Babylonian phrase kišib lū-(-ki)-inim-ma-bi^{meš} (fb-ra).

Falkenstein's text 76 (cf. n. 50) gives the first instance of which the present writer is aware in which the grammar of lū-inim-ma is clearly indicated. The relevant lines read mu lū-inim-ma-ke₄-ne inim-bi ba-kūr lū-im-zu₆a
ba-an-šu-še-ša[-šē], which, following Falkenstein, we may translate "Because the witnesses contradicted this testimony and declared him a thief." Here the entire clause is in the genitive depending upon mu, following the regular pattern mu x-ak-šē, "on account of x." lū-inim-ma-ke₄-ne is thus the subject of the verbs ba-kūr and ba-an-šu-še-ša (ba.n.šuš.eš. a.(ak.šē)), and must be read as lū.inim.ak.ene, with inim

being in the genitive, and the whole being plural. The genitive for inim is confirmed by A1. 3, III, 38, igi-lá-inim-inim-ma-ka-na-ta, = igi lu.inim.inim.ak.an(1).ak.ta, (lit.) "From the faces of his 'men of the word'," i.e., "Before his witnesses."

A change in common practice had apparently occurred by the Old Babylonian period.⁵⁴ Schorr⁵⁵ gives a convenient summarization of the roles of the persons who seal the contracts in his volume. We may use as examples the three best-documented types: loans, leases, and rentals. In the loans, the debtor only seals in eleven cases, debtor and witnesses in twelve cases, witnesses only in sixteen cases, and an unknown person in one case. In leases, the lessee seals in four cases; lessee and witnesses in thirteen cases, lessor and witnesses in nine cases, and witnesses only in twenty-four cases. In rentals, the rentor only seals once, rentor and witnesses in nine cases, tenant and witnesses twice, a representative of the tenant and witnesses once, and witnesses only eleven times.

Thus in ninety-seven out of one hundred and thirteen instances, witnesses impress their seals; and in fifty-one of these cases it is only the witnesses who impress their seals. This contrasts sharply with Ur III practice, in which seals are normally restricted to those of parties to the transaction.

Some feeling that the parties to the contract should seal the document was evidently felt in Old Babylonian times. Cf. VAB V No. 156, kišib nu-tuk kišib isi^{meš} ū-ra, "He had no seal, (so) it was sealed with the witnesses' seals"; and ibid. No. 500, kišib nu-tuk kišib Im-lík-Sîn ū-ra(?), "He had no seal, (so) it was sealed with the seal of Imlik-Sîn (a witness)."

In the course of a lawsuit, witnesses could be called upon to certify the completion of the transaction. Cf. ibid. No. 280, "Id^{meš} ši-bi ša i-na ka-ni-ki ša-at-[ru] i-ša-lu(i)-na ki-na 15 gín kù-babbar šam l sar ē-dū-a Dingir-ša-he-gál il-qú-ú igi di-kuru^{meš} a-na na-ni Dingir-ša-he-gál ig-bu-ú ma," "They asked the witnesses who were recorded on the tablet; they declared before the judges, in the presence of Dingir-ša-hegal, that Dingir-ša-hegal took fifteen shekels of silver as payment for one sar (of land) with a house built on it." ab-bu-ú Note also ibid. No. 95, "Kù-BABBAR ū-la ni-il-af-e ū-la i-qú- IGI šī-bi-šu-ma il-af-e," "They shall not say, 'We did not receive the silver'; he received it in the presence of its witnesses." In ibid. No. 261 witnesses declare on oath that a tablet whose authenticity has been challenged is in fact a true record of a completed transaction. In ibid. No. 260, witnesses are called, who testify on oath that they know nothing of an alleged contract, and the supposed givers of the

contract deny on oath that they entered into any agreement. Thus the witnesses, like the seal-impressions in their way, guarded the completed transaction against alteration.

The practice of having witnesses' seals on the document led naturally to the conflation of the "kišib PN" phrase and the "witness-phrase." This was mechanically done, without due regard for grammar. Thus a writing such as kišib lú-inim-ma-bi^{meš}, if it is to mean "These are the seals of its witnesses" (to parallel kišib PN = "the seal of PN"), should properly be kišib lú-inim-ma-ba-meš. Further, the retention of the meš when the verb fb-ra is added shows that it has lost its force as copula. Lastly, the series

<u>kišib lú-inim-ma-bi^{meš}</u> <u>fb-ra</u>	(HSM 7509)
<u>kišib-ba-a-ni</u> <u>fb-ra</u>	(<u>Strassburger Keil-</u> <u>schrifttexte</u> No. 31)
<u>kišib lú-ki-inim-bi-eš</u> <u>fb-ra-eš</u>	(HSM 7622)
<u>kišib-a-ni</u> <u>fb-ra^{meš}</u>	(VOS VIII 127)

may serve to illustrate an uncertainty as to whether or not the verb should agree in number with the number of persons sealing (or the number of seals used).

We may then summarize as follows: in pre-Sargonic and Sargonic times, witnessing is common for documents, and sealing for containers; in the Ur III period, witnessing and sealing are both common for documents, but not sealing by

witnesses; in the Old Babylonian period, sealing by witnesses becomes the prevalent practice, with conflation of the phrases used to denote sealing and witnessing.

VARIABLE ELEMENTS

1. Specification of Purpose

Two contracts, BE VI₁ 97 and UET 415, specify the purpose for which the loan is made. In both cases this purpose is purchase. In the first instance it is a-na ŠAM GUŠKIN-SUD-A, "for the purchase of a gold x"; in the second it is NAAM (= ana) ša šām-i-šām-gà, "for buying grain." We should note also that the purpose of trade is implicit in the "kaskal silim-ma / ina šalām barrānim" "at the safe completion of the expedition" clause (cf. *supra*, p. 18), and that MAH 16351 contains, after šu-ba-an-ti^{meš}, the clause i-ša-am-mu i-na-ad-di-nu, "they shall buy and sell." Similarly, the occasional mention of nēmelum "profit" implies that the loan was given for trade purposes (cf. *infra*, p. 77).

In UET V 415, "for buying grain," the loan of silver is to be paid back in grain. BE VI₁ 97 does not specify the tender for repayment.

2. "ezib"

ISM 7596 contains, between the sum loaned and kū nam-

tab-ba-sē, the phrase "e-zi-ib ni-i NUŠ-A-Ū (= tumūšu)," "apart from the statement of his (previous) tablet." The word ezib/ezub, formally an imperative "leave (aside)," seems to have prepositional force. Note that the Sumerian equivalent used in YOS VIII 67 and UET V 365, ŠUB.AN, is likewise a formal imperative. The effect of the ezib-clause might be rendered in English by "not including,"⁵⁶ that is, "in addition to."

The "(previous) tablet" in this case is clearly HSM 7510, a nam-tab-ba loan-contract made out four days earlier to the same two debtors by the same creditor plus one other, and payable, like HSM 7596, on the thirtieth of the next month. HSM 7510 is for two mana, HSM 7596 for ten shekels, indicating that the additional loan represented a relatively minor supplement.

Two other tablets record loans additional to nam-tab-ba loans. YOS VIII 67 may be considered first. After collation, we suggest for the second line the reading ŠUB-AB DUB TAB-BA, "apart from the partnership-tablet." The reference would then be to HSM 7507, a nam-tab-ba loan-contract from the same year and month, with the same two creditors, the same debtor plus one other, and the same witnesses in the same order, as YOS VIII 67 (my collation shows Púzur-d^dA-ba₄ in agreement with HSM 7507). It is worthy of note that YOS VIII 67 is

a standard loan at 20% interest; that is, it was not on the same terms as the prior loan.

By similar criteria of prosopography and date,⁵⁷ we may conclude that NSM 7514, for four shekels "e-zi-iš ka (= nî) ka-nu-ki-šu," is additional to NSM 7512, a nam-tab-ha loan for 2 1/3 mana. Since NSM 7514 is not specified as a nam-tab-ha loan, we assume in the light of YOS VIII 67 that it was a loan at standard interest.

We may note also that NSM 7616, a tadnigtum-loan (cf. *infra*, pp. 67-69) of four shekels, is probably supplementary to YOS VIII 172, a nam-tab-ha loan of one mana. The names are in basic agreement, and the ten-year discrepancy in dates is probably due to scribal error.

3. "šalmu-kênu"

This clause has been the subject of considerable discussion.⁵⁸ It occurs in Jh. 1, 294-296; and its setting there, lines 276-296, materially advances our understanding.

In order, however, to make adequate use of this passage, it is necessary to turn first to the "anecdotal" nature of some sections of both Jh. and Ai.

Landsberger (Ai. p. XIV) has called attention to the "Anecdote" in Ai. 2, IV, 1'-15.' While the text of these lines reads consecutively for the most part, lines 8' and 9' are

clearly alternatives to each other: "[b]e-da-zēl-ta in-na-an-gur-eš = iš-tu il-li-tu ū-[ie-ru-niš-šul]" = "nachdem er verschwunden war, hat man ihn zurückgebracht" and "be-da-zēl-ta in-na-an-gur-eš-a-ta = iš-tu " ū-[ie-ru-niš-šul]" = "nachdem er verschwunden war (und) man ihn zurückgebracht hat."

This sets before us the principle of "ringing the changes" on the constituent elements of a clause.⁵⁹ A particularly instructive example is found in A1. 3, 1, 1-47. Landsberger notes (*ibid.* p. 140), "In allen Zeilen ist das Prädikat aus L. 46f. zu entnehmen und mitzulesen." Lines 1-45 treat various elements of the repayment clause: time in ll. 1-20, place in ll. 21-23, and measure in ll. 24-45. Each element is "put through its paces," and finally the predicate is given: "[še-sag...i-āg]-gā = ia-ru-bu...i-na-da-ad," "Gerste erster Qualität...wird er darmessen."

We may note here two basic forms of expansion. First, a complex phrase may be built up element by element. Cf. ll. 1-4: ur₄, ur₄-še, še-ur₄-ur₄, še-ur₄-ur₄-ru-da. Second, alternative phrases may be listed, as are the different measures in ll. 24-45.

These types of expansion occur frequently elsewhere, the first type, for example, in 2, III, 36-39, 40-45; 2, IV 15'-19', 20'-23', 24'-26'; and the second in 3, III, 11-20 and

3, I, 68 and 3, II, 1.

Under the category of "alternatives" may be listed variants as to tense (2, II, 51-52, 54-55), number (2, II, 62-63), and person (2, II, 64-65, 66-67).

We may note also the inclusion of "irrelevant" meanings for terms that have a specialized legal usage. So in Hh. I, 134-137, igi = i-nu and igi = na-nu are basic non-legal meanings; while igi = mab-ru is the most frequent legal meaning, and igi = ši-e-bu is closely allied to it.

These principles of expansion of a given outline enable us to recover the underlying framework of Hh. I, 276-296. For the sake of brevity, we may set down "framework" and "additions" as follows, noting in each case the applicable principle of expansion:

275	homonym	ŠU-NĪG-TUR-LĀ (sur-ru)
276	ŠU-NĪG-TUR-LĀ (šum-ma)	
277	build-up	kū-nam-tab-ba
278	kū-nam-tab-ba-ni	alternative in number
279		kū-nam-tab-ba-ne-ne
280	build-up	tab
281	tab-ba-ni	alternative in number
282		tab-ba-ne-ne
283	ba-ra-bal	alternative in tense
284		ba-ra-bal-e

285	alternative in number	ba-ra-bal-e-meš
286		kū māš-bi (alternatives in content)
287		še māš-bi
288	alternative clause	fb-gi ₄ -gi ₄
289		fb-gi ₄ -gi ₄ -e (build-up)
290		fb-gi ₄ -gi ₄ -e-meš (alt. no.)
291		ba-ab-gi ₄ -gi ₄ (alt. tense)
292		ba-ab-gi ₄ -gi ₄ -e (" ")
293		ba-ab-gi ₄ -gi ₄ -e-meš (alt. no.)
294		ki lū-silim-na-ta-ām
295		ū lū-gi-na-ta-ām
296		kū-bi šu-ba-ab-te-gā-ām

Lines 286-293 are considered secondary rather than lines 294-296 because of their inclusion of še "grain" in a context otherwise concerned only with kū "silver." They apparently give an alternative method of dealing with default, in which interest was charged if the loan was not repaid at the specified time, a provision which would have acted as an incentive toward prompt payment. Compare the adanna etiā clause (cf. CAD IV, s.v. etiā A, 1, f, 2'), according to which an interest-free loan began to bear interest if the due date passed without repayment. Cf. especially UET V 126, in which a nīg-tab-ba (using the abstract formant nīg- instead of the abstract formant nam-)

has accumulated five years' worth of interest.

In Hh. 1, 276-296, then, we have as a framework the following clause: "ŠU.NÍG.TUR.LÁ kù-nam-tab-ba-ni tab-ba-ni⁶⁰ ba-ra-bal ki lú-silim-ma-ta-àm ù lú-gi-na-ta-àm kù-bi šu-ba-ab-te-gá-àm = šumma kasap tappûšu tappûšu ibbalkit itti šalmi u kini kasapšu ileqqi," "If his partner has defaulted concerning his partnership silver, he shall take his silver from the able/sound and trustworthy man."

This text, then, focuses attention on the matter of default, and makes it clear that the effect of the clause was to make one partner liable for the entire debt should the other(s) default.

The precise force of šalmum and kēnum emerges more clearly from texts which deal with attempts to collect. Two of these, CT IV 6a (=VAB V No. 315) and CT VI 34b (=VAB V No. 316), are published texts; one, HSM 7503, is given here for the first time.

In CT IV 6a, a debtor promises that he and his partner will each be responsible for half a due debt, but that if his partner avoids responsibility (ú-ul ú-bi-ra-ku-šu-ma = "if he does not 'make it clear' to you"), then he will pay the entire debt.

In CT VI 34b, which seems to be a sequel, one debtor has been approached and has promised to pay his half if the

partner will pay his, or to pay the entire sum if the partner refuses. In this tablet, the second debtor is approached. He claims that his partner should pay the whole debt and promises to bring him to the creditor. Failing this (šum-ma la ū-bi-ra-kum), he will pay the entire sum.

HSM 7503, a lawsuit concerning the loans recorded in HSM 7519 and 7514, centers in the same problem. It is thus of special interest that HSM 7519 (env.) has the šalmu-kēnu clause.

In HSM 7503, Imgur-Šamaš and Riš-Adad are the debtors, and Šep-Sin, one of the two original creditors, is seeking payment of the unpaid balance. Riš-Adad is absent, and Imgur-Šamaš, after paying half the balance, wishes to take an oath, presumably to be released from further liability.⁶¹ The judges are apparently willing to allow this, but Šep-Sin objects. Only when Riš-Adad has returned can Imgur-Šamaš take his oath. Otherwise, he must pay his partner's share.

In all three cases, it is assumed that a partner is liable if another partner defaults, and the issue is to determine whether or not "default" has occurred. In each case, the debtor claims in effect that his partner has not defaulted; and in each case a sort of terminus is established after which, if the "absent" partner has not paid, the "present" partner will pay both shares.

We suggest that the words šalmum and kēnum bear directly upon the point at issue, namely the definition of default.

"silim/šalmum" occurs in the phrase "kaskal silim-ma / ina šalam harrānim," "at the safe completion of the expedition." If one partner did not return, then, he would not be šalmum, and this, as in HSM 7503, would establish default. Riš-Adad ina alākīšu, "when Riš-Adad returns," could have the meaning "when it is proven that Riš-Adad is šalmum," i.e., safe and able to pay; at which time Ingur-Šamaš would be released from liability.

In CT IV 6a and CT VI 34b, ū-ul ū-bi-ra-ku-šu-ma and šum-ma la ū-bi-ra-ak-kum, "if he does not 'make it clear' to you," would mean "when it is proven that he is not kēnum, willing to fulfil his obligation"; which proof would place full liability on the remaining partner.

Thus the effect of the words šalmum and kēnum in the clause under discussion is to define default "by exclusion," šalmum covering roughly the area of ability to pay, and kēnum the area of willingness to pay. The tablets cited show that it was up to the creditor to establish default before collecting the entire sum from a single partner; and also that neither partner could be wholly released from liability until the entire debt was discharged.

4. "dag-gi₄-a"

Five of the loans contain a clause concerning the "dag-gi₄-a / bābtum." The occurrences are as follows:

HSM 7507:11 um-mi-a dag-gi₄-a nu-mu-ta-zu-zu

HSM 7615:10f. um-mi-a dag-gi₄-a nu-un-ta-zu-zu

HSM 7510:10f. um-mi-a-nu-um ba-ab-tam d-la i-di-e

HSM 7510:env. 11f. um-mi-a-nu-um dag-gi₄-a nu-mu-un-ta-zu-zu

YOS VIII 96 um-mi-a-nu-um ba(!)-ab-ta(!)-am d-ul i-la-ma-[ad]⁶²

UET V 415:11f. um-mi-a dag-gi₄-a nu-mu-un-ta-zu-zu

The clause also occurs in Ai. 3 I 59-60, in the form um-mi-a dag-gi₄-a nu-un-zu(-zu). The context is repayment terms. 3 I deals with measures of time (ll. 1-20), standards of measure (ll. 21-47), silā-gā-lā and dag-gi₄-a (ll. 48-60) and repayment phrases proper (ll. 61-68, also 3 II 1-40).

Landsberger (Ai. pp. 143f.) has suggested that um-mi-a might be the object and dag-gi₄-a the subject, meaning "The district shall notify the ummiānum," and offering a parallel to CH 251. HSM 7510 and YOS VIII 96, where the Akkadian writing makes the cases clear, argue strongly against this. The syntax is clear; the difficulty lies in the meanings of the terms.

As long ago as 1913, Schorr suggested for bābtum the meaning "offenen Schulden"⁶³ or "die noch ausstehenden Forderungen."⁶⁴ This meaning is supported by Ai. There both

dag-gi₄-a (3 I 51) and silā-gā-lā (3 I 48) are given the equivalent bābtu; and silā-gā-lā "that which is in the street"⁶⁵ is further equated with gintu "entrusted goods" (3 I 49).⁶⁶ All these terms have to do with goods not in the possession of their owner.

A key passage is IM 51053:37-39,⁶⁷ a-na šī-ta-at biltim ba-ab-te biltim a-na ma-pa-ri-im lu-un-pu-ta-a-ku, "I await receipt of the rest of the tribute, the bābtu of the estate." The writer of IM 51053 is clearly awaiting payment of monies owed to the estate, which we would call "accounts receivable" (= "offene Schulden") and would consider assets.

This "asset" nature is particularly clear in CT II 28 (=VAB V No. 172), a nikkassum-text in which the partners divide "the silver, the bābtum, and the female and male slaves from the (trade) expedition and (the trade) within the city." A1. 6 IV 9 puts "na₄ kišib dag-gi₄-a-ni / aban₄ kunuk ba-ab-ti-šu" in a series of generic names for tablets covering various common legal proceedings. Presumably the division of bābtum in CT II 28 consisted of the equal sharing of "tablets of accounts receivable."⁶⁸

For the meaning of "zu / idû (lamādu)", we may first refer to UET V 212, a field-rental contract. It includes the clause "bi-ib-lam ri-ib-ša-am na-am-ka-ra-am ū ma-na-ha-at

A-5A đ-la i-di-e-ma ina 1 IKU 4 BARSIGA 1 (BÂN) še i-đg-e
 "For flood, storm, expenses, and field labor he shall not
 make allowances; he shall measure out 4 barsiga 1 bán of
 grain per 1 iku." Here, the intent of idē would be "accept
 (as an excuse)" or "make allowances for"⁶⁹ -- note our use
 of "acknowledge" in approximately this sense.

In UET V 367, the clause i-bf-za dam-gār-ra nu-mu-un-
 ta-zu-zu calls for the same meaning of zu, "He shall not
 acknowledge (make allowances for) losses in trade (?)." ⁷⁰

TLB 143:7 has the clause "PN₁ PN₂ ul i-di-e-ma PN₃
 še i-đg-e." CAD (cf. supra n. 69) translates "if PN₁ (the
 creditor) does not recognize (the payment? of) PN₂, PN₃ (the
 guarantor) will repay the barley." Here, the meaning of
idū has clear connotations of "acceptance".

We may, therefore, propose for the "dag-gi₄-a / bābtum"
 clause of the nam-tab-ba contracts the translation "the cred-
 itor shall not acknowledge (=accept) the accounts receivable
 (of the debtor)." That is, when the time for payment came,
 the debtor could not offer tablets certifying monies owed to
 him (kunuk bābtīšu) either as payment or to postpone payment.

5. "iqīnam izibanna ummīānum ul išemmišu"

This clause occurs in VAS IX 182-3. It has been dis-
 cussed by Landsberger,⁷¹ Lautner,⁷² and Scheil,⁷³ the last

because of its occurrence in the Elamite contracts MBP XIII 270, 271, and 272. In 272, where there are two debtors, the clause reads š-qi-lip-ur-ni i-zi-bu-ni-im-ra, showing that these words have verbal force and have the debtors as subject. We may translate, "The creditor shall not 'hear' (the statement) 'They have given it to me in trust' or 'They have lent it to me.'"

The verb išemmišu is probably to be taken in much the same sense as "zu/idû, lamādu" in the lābtum clause treated above, "he shall not acknowledge it, he shall not make allowances for it." The Elamite contracts have ul šûhuz, which CAL⁷⁵ translates "need not be informed about." This would mean that a tablet primarily concerned with the rights of the creditor, and held by the creditor, would guarantee the debtor(s) the right to use the capital in particular ways without informing the creditor. This does not seem likely, and we prefer to translate "he shall not recognize/accept it,"⁷⁶ preserving the basic sense as in the same clause with ul išemmišu.

The Sumerian formulation occurs in PBS VIII₂ 151, giskim-ām-ti-la ū ām-mi-ib-tag₄-tag₄ um-mi-a nu-ub-zu-zu (nu-ub-ba-ba?), where the reading zu is favored by the use of šemû and šûhuzu in the Akkadian parallels.

The effect of the clause would thus be similar to that

of the lābtum-clause. The creditor was to receive strict cash payment, making no allowances for any difficulty the debtor might have in collecting sums due to him.

6. nēmelum

Five of the contracts contain explicit mention of the disposition of the profit. These profit-clauses, in chronological order, are as follows:

Jean
CLXXXVIII

a-na ITU 3^{KAM} KÙ-BABBAR
um-mi-a-[nu-lum/i-ip-na-lu-ŋ]-ma
ni-na-la-am mi-[it-lha-ri-iš
i-zu-[zu]

In three months,
they shall repay
the creditor the
silver; and they
shall divide the
profit equally.

YOS VIII
26

u₄-um-um-me-a-nu-um
i-ri-šū-ŋ-šū KÙ-BABBAR
ū ne-me-el-šū I-LÁ-E

When the creditor
demands it of him,
he shall weigh out
the silver and its
profit.

YOS VIII
145

i-na ša-la-am ha-ra-nim
KÙ-BABBAR ū ne-me-el-šū
I-LÁ-E-NE

At the safe comple-
tion of the expedi-
tion, they shall
weigh out the silver
and its profit.

DE VI,
97

9-~~ma~~ ITU I ^{KAM} un-mi-a-an-šu-mu
 «aš» in-na-lu-ma no-me-el
ib-ba-aš-šu [z]u?

In one month they shall repay their creditor, and whatever profit there is, [they shall equally divide].

RAH
16351

i-ša-am-mu i-na-ad-di-nu
un-mi-a-an-šu-[nu]
i-in-na-lu-a-[ma]
no-me-la i-zu-uz-[zu]

They shall buy and sell; Their creditor they shall repay, and they shall divide [de] the profit.

It will be seen that there are two basic forms involved, "they shall pay back the silver and its/his profit,"⁷⁷ and "they shall repay the creditor and divide the profit (equally)." It will also be noted that the occurrences follow no chronological pattern, so that we may best assume that the two forms coexisted in time.

It is difficult to take either form with absolute literalism. "They shall pay back the silver and its profit" can hardly mean "the entire profit," since this would leave no gain to the debtors. "They shall repay the creditor and divide the profit equally" can hardly mean that the creditor received no share in the profit, since a tablet guaranteeing the creditor's rights ought not to prescribe matters involving the debtors alone. Further, the two clauses would be precise opposites of each other, with no other difference in the

contracts involved to account for this opposition.

Thus it is most likely that both forms record the same intent, namely that creditor(s) and debtor(s) share the profit.

The latter form, "they shall repay their creditors and divide the profit equally," occurs also in the nikkassum or "accounting" texts (cf. supra, p. 4). These texts apparently record settlements of partnership loans. While they follow a single general outline, they show far greater variation in details of form and content than do the loan contracts. Thus while they are in some ways more informative, they must be used with some caution. They are listed in fn. 17.

Their general form is as follows:

1. PN₁ ù PN₂ tannûtam ïnušû
2. ina bit^d DN nikkassam ïnušûma
3. ummiānšunu ïnulûma
4. nēmelam mithariš izûzu
5. ahum ana ahim ul iraggam

"(1) PN₁ and PN₂ made a partnership. (2) In the temple of DN, they made an accounting, (3) repaid their creditor, (4) and divided the profit equally. (5) Neither shall dispute with the other."

Two major variants should be noted at the outset. In CT II 28 (= VAB V No. 172, RG III 670), ummiānšunu ïnulûma

is omitted. In VAS VIII 8 (= VAB V No. 169, AB XI 79), one partner takes whatever profit the other has, and goes.

It is possible that CT II 29 represents a partnership in which the partners used their own capital. Whether or not this is the case, the text demonstrates that the nikkassum-form focuses upon the final division of goods which dissolves the partnership.

In VAS VIII 8, other factors must have made its provisions equivalent to equal division; but it was not deemed necessary to mention either the factors or the equivalence.

It is evident that, relative to their focal event, the ummiānum of the nikkassum-texts is not a "partner." However, it is also clear that the focal event of these texts is not the repayment of the ummiānum. This needed no document. The ummiānum held a tablet certifying the loan, and upon repayment, he gave this tablet to the debtors, who destroyed it.⁷⁸ Thus no mention whatever is made of the manner in which the ummiānum gained by the transaction, whether through a share in the profit, or through standard interest.

Support for the former alternative may be derived from the fact that the actual accounting was made before the loan was repaid, or indeed from the fact that the ummiānum is mentioned at all. Were the loan simply subject to interest, the sum due to the creditor would be fixed. Logical procedure

would be to set aside this sum, and then proceed to the accounting. If the creditor is involved in the accounting, as apparently he was, then he must have had an interest in the amount of profit made.

This same principle is of use in understanding a difficult text which at first sight seems to show interest being charged on a nam-tab-ba loan. This text, VAT 806,⁷⁹ apparently deals with protocol of repayment. It reads as follows (transcription by Ehelolf apud Lautner, op. cit., p. 27):

1 MA-NA KÙ-BABBAR []
mu-uš-ta-bi-il-ti a-lim
 KI U nadīt ^dŠamaš mārat A
 a-na T₁ māš B
 ù T₂ māš C
 a-na (TAB.BA) tamūtū i-di-nu-šu-nu-ši
a-wi-lim it?-ti? a-wi-lim u-ta?-ar?-ru?
 (NIG.ŠID) nidassi-šu-nu i-ou-šu
um-mi-a-na KÙ-BABBAR ù (MŠ) šibas-su
i-in-na-lu
ù ne-me-el-šu-nu
mi-it-ha-ri-iš i-zu-uz-zu

A literal translation might read as follows:

"One mana of silver [] of the 'despatchery'⁸⁰

of the city from U, priestess of Šamaš, daughter of A: to T₁ son of B and T₂ son of C: they gave it to them for partnership capital. They shall return(?) it together; they shall make an accounting; they shall repay the ummiānum silver and its interest, and they shall divide their profit equally."

The difficulty of the text may be summarized in three questions. First, in view of the fact that it does not follow the standard loan-form, what is its precise purpose? Second, who are the subjects of iddinūšimušī (pl!)? Third, what is their relationship to the ummiāna (sg!)?

The ultimate source of the silver, as indicated by ki "from," is apparently the priestess, who may thus be considered the ummiānum. T₁ and T₂ are clearly intended by the suffix -šimušī. In some fashion, then, the silver went from the priestess to some "plural"--the despatchery?, or the despatchery? and the priestess--who in turn gave it for partnership capital to T₁ and T₂.

This much of the tablet is concerned with background information. The remainder prescribes for the future, and it is in the provisions of lines 7-12 that the basic purpose of the tablet lies. Since lines 7-12 prescribe certain actions in a certain order, either one or more of the actions, or their order, or both, must have needed explicit formulation.

By comparison with the nikkassum-texts, only the

inclusion of miš "interest" is anomalous. The "returning it together" is implicit in the phrase "ina š d₁u" of the nikkassum-texts, and the other events follow in regular order. Still, the "they" who made the loan on partnership terms cannot precisely be the creditor who is repaid silver and its interest.

Either or both of these two features might represent the basic purpose of the text. That is, the text might be designed to specify that interest should be paid, against normal practice; or that the loan should not be repaid to the parties who actually made it, likewise against usual practice.

If the former is the case, then it indicates that the charging of interest was not normal for a partnership-loan. If the latter is the case, then the "plural" was simply acting for the priestess, possibly for a fee. In either case, the involvement of the priestess in the accounting indicates an interest in the amount of profit made.

As a third possibility, we may suggest that two loans could have been involved, one, at interest, from the priestess to "the despatchery," and one, on partnership terms, from "the despatchery" to T_1 and T_2 . The text would then specify the order of repayment of the two loans, which would be important. If the profit were divided among "the despatchery," T_1 and T_2 , before "the despatchery" repaid capital and interest to the priestess, then "the despatchery" would pay the entire amount

of the interest out of its own profit-share. If, however, as the tablet would indicate, capital and interest were paid out of the total accounted sum and the profit divided thereafter, then "the despatchery," T_1 and T_2 , would share in the payment of interest and would make equal profit. While this explanation is uncertain, it does both answer the questions raised above and account for the unusual features of the text.

As to the relevance of this text for nan-tab-ba loans in general, it may simply be stated that in any interpretation, interest does not seem to have been paid to the parties who made the nan-tab-ba loan.

7. ana nās tuopišu

This provision, that the debt should be paid "to the bearer of his/its tablet," is discussed ably by Schorr,⁸¹ who points out that the debt loses its personal character and becomes bound to the tablet. He also observes that this provision first occurs late in the reign of Hammurabi, and becomes more frequent, especially in contracts with the palace as creditor, under Ammiditana and Ammi-saduqa.

We have noted above (p. 37,+n. 68), the possibility that a kunuk bābim, a tablet recording an "amount receivable," could be regarded as an asset; and the bābim-clause forbidding the use of such tablets for payment in specific

instances must have been forbidding a known practice. To a certain extent, then, the rise of the ana nās lappišu clause marks the victory of this practice, and may indicate the growth of a credit system in addition to a cash system.

8. Payable in grain

Three contracts, NSM 7603, UET V 415, and Strassburger Keilschrifttexte No. 51, are payable in grain, despite the fact that in each case the commodity loaned is specified as being silver. This is most explicit in NSM 7603, where in addition to the mention of silver in line 1, lines 9-12 read, "He received silver; in the month SIG₄-A, when the harvest is poured out, he shall weigh out grain." Note also that in UET V 415, the loan is made "NAM (= ana) še šēm-šēm-dē," "for buying grain." These texts thus support the assumption put forward above (p. 1), that a loan of silver was made in silver, and that repayment was expected to be in kind unless explicit provision to the contrary was made.

CORRELATIONS

Certain of the variations noted fall into approximate patterns when the loans are arranged in order of size.

TABLET	AMOUNT	TERM	CRED.	SPECIAL		
				DEBT.	WIT.	CLAUSES
UET V 362	2 g.	4 mo.	1	2	5	3
<u>Str. K.</u> 31	3 g.	4 mo.	1	2	0	8
VAS IX 182	3 1/4 g.	-	^d UTU + 1	1	2	5, 7
HSM 7607	5 g.	4 mo.	1	1	2	-
YOS VIII 136	5 g.	demand	1	2	3	-
Jean CLXXXVIII	10 g.	3 mo.	1	2	3	6
BE VI ₁ 97	10 g.	1 mo.	1	3	2	6
HSM 7596	10 g.	1 mo.	1	2	2	2
HSM 7603	13 g.	4 mo.	2	1	3	8
UET V 415	30 g.	4 mo.	1	2	5	3, 8
HSM 7622	40 g.	demand	1	1	4	-
MAH 16351	1 m.	3 mo.	1	2	4	1, 6
BJ 90	1 m.	demand	1	1	3	-
YOS VIII 96	1 m.	demand	^d UTU + 1	1	7	4, 6
YOS VIII 172	1 m.	return	1	2	6	3
YOS V 242	1 m.	demand	2	1	4	-
HSM 7601	1 m. 3g.	meeting	2	2	5	3
HSM 7509	1 1/3 m.	-	2	1	3	-
	4 2/3 g.					
TCL X 75	1 1/2 m.	demand	1	1	4	-
UET V 367	2 m. + goods	return	1	2	5	losses
HSM 7510	2 m.	1 mo.	2	2	3	3, 4
FM 17	5 qu + 5 sila	demand	1	3	2	-
HSM 7519	2 1/3 m.	demand, 3 g. return	2	2	6	-
HSM 7615	3 m.	demand	2	2	3	4
HSM 7507	8 1/2 m.	demand	2	2	7	3, 4
YOS VIII 145	20 m.	return	^d UTU + 1	2	6	6

The numbers in the last column refer to the variable clauses just treated, as follows:

1. Specification of purpose
2. ezib nî tunnišû
3. "šalmu-kênu"
4. dag-gi₄-a
5. "ioînam..."
6. nēmalum
7. ana nāš tunnišû
8. Payable in grain

Certain correlations may be observed. Exceptions are not to be wondered at, since variables of the debtor's ability and trustworthiness and the soundness of his plans, or the financial condition of the creditor, doubtless influenced the creditor in determining the conditions of the loan.

With this proviso, it will be noted that in general, the loans for a fixed term are small loans, the average-size loans being "on demand," and the large loans "on demand" or "on return." How far these latter terms were practical synonyms we do not know. We assume that the creditor could not "demand" before the completion of the expedition; and possibly the effect of each clause was to allow the creditor "first call" on the debtor's assets.

A substantial majority of the two-creditor loans are of

average or large size. A substantial majority of the one-creditor loans are of average or small size. The number of debtors shows a slighter tendency to this correlation with size of loan.

The number of witnesses tends to increase with the size of the loan.⁸²

The "šalmu-kênu" and dag-gi₄-a clauses occur mainly with loans of average size or above, as does the one specification concerning losses.

The profit-sharing clauses follow no pattern.

The single occurrence of the "ana nāš tuppišu" clause probably indicates only that this undated tablet is relatively late.

Thus, the larger the loan, the greater is the effort by the creditor to lower his own risk, either by sharing the risk (and hence the gain) with a partner, by increasing the number of witnesses, or by including special clauses.

CHAPTER II

THE DOUBLE CHARACTER OF THE PARTNERSHIP LOAN

It has been noted above (p. 5) that the understanding of the partnership-loan rests on a reconciliation of the distinct and conflicting concepts of the partnership-relationship and the creditor-debtor-relationship. Having established and discussed the standard form of the partnership-loan contract, its fixed elements, and its variable elements, we may now proceed to examine first the loan aspect and then the partnership aspect.

THE LOAN ASPECT

The basic loan-form (supra, p. 8) is characterized by subordinating syntax. Creditor gives to debtor, and debtor acknowledges obligation. When interest is charged, it is to the advantage of the creditor and the disadvantage of the debtor.

Since we have suggested above (p. 3, +n. 13) that partnership-loans may have had closer affinity with quintum than with hupullum or huputtatum loans, it is well to examine the

workings of these loan-types more closely. Because there is wide agreement that the hubullum loan was a loan at a fixed rate of interest,⁸³ we need not labor this point.

The hubuttatum loan is described by Bilgiç as follows: a "Schuld, bei der die Zinsen zu der im Vertrag genannten Schuldsumme bereits dazugeschlagen sind."⁸⁴ Bilgiç then cites five examples which factor as principal plus interest.

A similar analysis of forty-nine sums involved in the hubuttatum loans among the texts published by Lutz⁸⁵ provides fuller documentation of this description (Fig. II, p. 55). Thirty-nine of the sums factor readily, all but four as principal plus one-third. Of these four, three factor at one-fourth and one at three-tenths. In twenty-four of these thirty-nine cases, the factoring results in a number simpler than that listed on the tablet, e.g., UCP X 1 No. 25, 1 gur 1 barsiga 4 bán is one gur plus one-third. In each of the other fifteen cases, the factoring results in a number as simple as that on the tablet, e.g., UCP X 1 No. 1, four gur equals three gur plus one-third.

Ten sums do not factor readily. Five of these will factor, but at unlikely rates, such as one-sixth, one-eighth, of one half. The remaining sums are even more difficult. No. 17, 2 gur 4 barsiga 2 bán, and No. 39, 2 gur 2 barsiga 2 bán, might be in error for 2 gur 3 barsiga 2 bán, which is two gur plus one-third; and similar errors might be

FIGURE 11

ASJÄLY HUBUTTATUM LOANS

GROUP A: Factoring yields advantage.

Text No.	Listed Amount (factors as)			"Actual" Amount + Charge			
	gur	barsiga	bán	gur	barsiga	bán	
15c	0	3	2	1/2	0	0	1/3
18d	0	3	2	1/2	0	0	1/3
69b	0	3	2	1/2	0	0	1/3
69c	0	3	2	1/2	0	0	1/3
18c	1	1	4	1	0	0	1/3
18e	1	1	4	1	0	0	1/3
23b	1	1	4	1	0	0	1/3
24a	1	1	4	1	0	0	1/3
25	1	1	4	1	0	0	1/3
34b	1	1	4	1	0	0	1/3
69a	1	1	4	1	0	0	1/3
104a	1	1	4	1	0	0	1/3
104b	1	1	4	1	0	0	1/3
24c	1	4	2	1	2	0	1/3
15a	2	3	2	2	0	0	1/3
15b	2	3	2	2	0	0	1/3
28a	2	3	2	2	0	0	1/3
28b	2	3	2	2	0	0	1/3
34a	2	3	2	2	0	0	1/3
40	2	3	2	2	0	0	1/3
85	2	3	2	2	0	0	1/3
14	5	0	2	3	4	0	1/3
23	10	3	2	8	0	0	1/3
8	133	1	4	100	0	0	1/3

Group B: Factoring yields neutral result.

16	0	2	1	0	1	4	1/3
59a	0	4	4	0	3	3	1/3
44	2	2	0	1	4	0	1/3
6	3	1	0	2	2	0	1/3
38	3	1	0	2	2	0	1/3
1	4	0	0	3	0	0	1/3
19	4	0	0	3	0	0	1/3
45	4	0	0	3	0	0	1/3
93	4	0	0	3	0	0	1/3
9	8	0	0	6	0	0	1/3
7	20	0	0	15	0	0	1/3

Group C: Factor at other % only, or at 1/3 with disadvantage.

28c	0	1	4	0	1	2	1/4
20	0	3	5	0	2	4	1/4
18a	0	4	2	2/3	0	0	30%
13	22	2	3	18	0	0	1/4

Group D: Do not factor.

24b (0-2-2); 59b (0-2-2); 38 (0-3-1); 55 (0-4-3); 18b (1-2-4);
 39 (2-2-2); 17 (2-4-2); 29 (5-4-0); 50 (9-4-0); 5 (33-1-2).

posited for other sums. More probably, however, we have to do with surcharges or discounts of unstated amounts and for unstated reasons.

In Figure II, then, Group A comprises twenty-four sums, or 49% of the total; Group B eleven sums, or 23%; Group C four sums, or 8%; and Group D ten sums, or 20%. 80% factor at possible rates; 72% factor as principal plus one-third.

We may, then, regard the hubuttatum loans as normally including a "charge"⁸⁶ of one-third in the "Sum Loaned" and we may further suspect that some reference to this rate is concealed in the šā of šā-dé-a.

A similar examination of the šu-lal or qintum loans in UET V yields less decisive results. Of thirteen qintum loans of grain, six factor conveniently at one-third, three factor less conveniently, and four do not factor at any likely percentage (Fig. III). Of twenty-three qintum loans of silver, six factor conveniently at one-fifth, eight less conveniently, and nine do not factor at any likely percentage (Fig. IV). One of these sums, No. 419, may involve an error. Its $4 \frac{1}{6} \text{ šin } 7 \text{ še}$ equals $3 \frac{1}{2} \text{ šin}$ plus one-fifth plus one še.

We may tabulate these results as follows:

FIGURE III
OPTIMUM GRAIN LOANS (UET V)

Text No.	Listed Amount (factors as)			"Actual" Amount			Charge
	gur	barsiga	bán	gur	barsiga	bán	
GROUP A: Factoring yields advantage.							
382	0	3	2	1/2	0	0	1/3
372	1	1	4	1	0	0	1/3
376	1	1	4	1	0	0	1/3
GROUP B: Factoring yields neutral result.							
370	1	3	0	1	1	0	1/3
371	2	2	0	1	4	0	1/3
375	4	0	0	3	0	0	1/3
GROUP C: Factoring yields disadvantage, or factor at near % only.							
393	1	2	4	8 slla	1	3	1/5
379	2	0	0	1 1/2	0	0	1/3
383	2 1/2	0	0	2	0	0	1/4
GROUP D: Do not factor, or factor at unlikely % only.							
378	2	0	4				
381	1	0	0				
373	33	0	0	30	0	0	1/10
391	47	0	0				

FIGURE IV

OPTUM SILVER LOANS (UNIT V)

Text No.	Listed Amount			(factors as)	"Actual" Amount			Charge
	mana	gfn	še	mana	gfn	še		
GROUP A: Factoring yields advantage.								
318	0	1/3	12	0	1/3	0		1/5
308	0	1/2	18	0	1/2	0		1/5
414	0	1/2	18	0	1/2	0		1/5
GROUP B: Factoring yields neutral result.								
321	0	1/3	0	0	0	50		1/5
304	0	1/2	0	0	0	75		1/5
313	0	6	0	0	5	0		1/5
GROUP C: Factor at near %, or at 1/5 with slight disadvantage.								
417	0	1	0	0	5/6	0		1/5
316	0	1 1/6	0	0	1	0		1/6
315	0	1 1/4	0	0	1	0		1/4
307	0	2	0	0	1 2/3	0		1/5
301	0	2?	0	0	1 2/3	0		1/5
416	0	2 1/3	0	0	2	0		1/6
364	0	3	0	0	2 1/2	0		1/5
323	0	10?	0	0	8	0		1/4
GROUP D: Do not factor, or factor at unlikely % only.								
421	0	1/4	12					
392	0	1/3	26					
418	0	5/6	6					
365	0	1 5/6	0	0	1 2/3	0		1/10
303	0	2 5/6	0	0	2	0		5/12
419	0	4 1/6	7					
299	0	4 1/3	0					
297	0	11	0	0	10	0		1/10
314	0	12 1/2	10					

	GROUP A	GROUP B	GROUP C	GROUP D
<u>hubuttatum</u>	49%	23%	8%	20%
<u>qintum</u> --grain	23%	23%	23%	31%
<u>qintum</u> --silver	13%	13%	35%	39%

Thus the percentage of loans factoring conveniently (Groups A and B) at the expected rate drops from seventy-two percent of the hubuttatum loans to forty-six percent of the qintum grain loans and twenty-six percent of the qintum silver loans.

The same process, applied to the thirty known sums loaned on partnership terms, yields results decisively against any suggestion of pre-added percentage charges (Fig. V).⁸⁷ No sums factor as principal plus one-fifth with a resulting sum simpler than, or even as simple as, the sum named on the tablet. Seventeen loans factor at a slight disadvantage, and thirteen at a clear disadvantage. The percentages are thus as follows: Group A--0%; Group B--0%; Group C--57%; Group D--43%.

Factoring at twenty-five percent yielded no simplifications. Factoring at thirty percent yielded three, as follows:

BSM 7519	2 1/3 m.	3 g. =	1 m.	50 g. plus 3/10
HSM 7603		13 g. =		10 g. plus 3/10
VAS IX 182		3 1/4 g. =		2 1/2 g. plus 3/10

Factoring at one-third yields four cases of simplification, as follows:

FIGURE V

NAM-TAB-DA LOANS

Text No.	Listed Amount mana	(factors as) gfn	"Actual" mana	Amount gfn	Charge
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GROUP A: Factoring yields advantage.

None

GROUP B: Factoring yields neutral result.

None

GROUP C: Factor, but with disadvantage.

UET V 362	0	2	0	1 2/3	1/5
Str. K. 31	0	3	0	2 1/2	1/5
HSM 7596	0	10	0	8 1/3	1/5
Jean CLXXXVIII	0	10	0	8 1/3	1/5
BE VI ₁ 97	0	10	0	8 1/3	1/5
UET V 415	1/2	0	0	25	1/5
CT II 22	1/2	0	0	25	1/5
HSM 7622*	2/3	0	0	33 1/3	1/5
HSM 7601	1	3	0	52 1/2	1/5
BE VI ₁ 91 (B)	1	4	0	53 1/3	1/5
BE VI ₁ 91 (A)	1	14 2/3	1	2 2/9	1/5
HSM 7509	1 1/3	4 2/3	1	10 5/9	1/5
TCL X 75	1 1/2	0	1 1/4	0	1/5
UET V 367	2	0	1 2/3	0	1/5
HSM 7510	2	0	1 2/3	0	1/5
HSM 7615	3	0	2 1/2	0	1/5
YOS VIII 145	20	0	16 2/3	0	1/5

GROUP D: Factor only poorly at 1/5, or only at unlikely %.

VAS IX 182	0	3 1/4	0	2 1/2	3/10
YOS VIII 136	0	5	0	4 1/6	1/5
HSM 7607	0	5	0	4 1/6	1/5
HSM 7603	0	13	0	10	3/10
BJ 90	1	0	5/6	0	1/5
MAH 16351	1	0	5/6	0	1/5
BE III ₁ 16	1	0	5/6	0	1/5
YOS VIII 172	1	0	5/6	0	1/5
YOS VIII 96	1	0	5/6	0	1/5
YOS V 242	1	0	5/6	0	1/5
VAT 806	1	0	5/6	0	1/5
HSM 7519	2 1/3	3	1	50	3/10
HSM 7507	8 1/2	0	7	5	1/5

* If 33 1/3 gfn is analyzed as equal to 5/27 mana, this sum belongs in Group D. We have preferred to regard 2/3 mana as equal to 40 gfn, and hence to give it its present place.

BSM 7509	1 1/3 <u>mana</u>	4 2/3 <u>gfn</u>	=	1 <u>mana</u>	3 1/2 <u>gfn</u>	+ 1/3
BE VI ₁ 91 (A)	1 <u>m.</u>	14 2/3 <u>g.</u>	=	0 <u>m.</u>	56 <u>g.</u>	+ 1/3
BE VI ₁ 91 (B)	1 <u>m.</u>	4 <u>g.</u>	=	0 <u>m.</u>	48 <u>g.</u>	+ 1/3
BSM 7622	2/3 <u>m.</u>	0 <u>g.</u>	=	1/2 <u>m.</u>	0 <u>g.</u>	+ 1/3

All of these loan-types have in common the obligation of the debtor to repay the capital sum. The first element in a normal loan contract records the amount which was, actually or in theory, given over from creditor to debtor. So the nam-tab-ba capital is not "partnership capital" in the sense that it is "pooled resources," or common property.⁸⁸

This is clear from PBS VIII₂ 151, which gives the Sumerian equivalent of ummiānšunu īpulūma nēmelam mithariš izuzzū, namely sag-nīg-gá-ra šà um-mi-a un-dùg-ge-eš-ma x-v-gál-la-bi a-na-ne-ne ur-a-sè-ga-bi i-ba-e-ne, "with/as to the capital they shall satisfy the creditor's heart; its (profit?) they shall divide equally." The phrase ummiānšunu īpulūma, then, doubtless refers to the repayment of the capital sum; and we may say that the creditor, while giving possession of this sum, completely retained ownership of it, this constituting the loan-aspect of the partnership loan.

THE PARTNERSHIP ASPECT

The phrase kū nam-tab-ba-šē and its variants (*supra*, pp. 10-16), "for partnership holdings," gives a clear indica-

tion that the partnership aspect, like the loan aspect, is tied more closely to the financial elements of the loan than to any personal relationships among its parties. The fact that the specification of loan type normally defines the manner in which the creditor made a gain on his investment (by māš "interest" or hubuttatum "pre-added interest") leads us further to expect that the partnership aspect should have to do with the gain the creditor anticipated over and above his capital investment.

References to the "kaskal / harrānum" "trade expedition" (YOS VIII 172, UET V 367, HSM 7519, and YOS VIII 145), to profit or loss (Jean CLXXXVIII, BE VI₁ 97, YOS VIII 96, 145, UET V 367, and MAH 16351), and to intent to purchase (BE VI₁ 97 and UET V 415) make it explicit in these nine instances that the loan was for trade.

The five occurrences of the profit-sharing clause (supra, pp. 40-41) and the profit-sharing clauses in the nikkassum texts (supra, pp. 42-43) show division of profit to have been accepted in some measure at least.

Section U of the Code of Hammurabi adds a note of universality. It reads as follows:

šum-ma a-wi-lum a-na a-wi-lim
kasnam (KÙ-BABBAR) a-na tannēm (TAB-BA) id-di-in
ne-me-lam ū bu-tu-ug-ga-am
ša ib-ba-šū-ū ma-par ilāni (DINGIR^{ME}[Š])
mi-it-ba-ri-iš i-zu-uz-zu

"If a man gives silver to a man as partnership-holdings, whatever profit or loss occurs they shall divide equally before the gods."

Every element of this is attested in some way in other sources. The giving of money for partnership holdings reflects the receiving of money for partnership holdings in the loan contracts. The possibility of profit or loss is attested in the mention of profit and loss in the contracts. The division before the gods is described in the nikkassum texts, where the accounting takes place in a temple.

It is, however, necessary to ask how far the provisions of the Code reflected actual practice. Given the purpose "that the strong might not oppress the weak" (Prologue, ll. 37-39), we may expect a tendency to protect the debtor; and where provisions run counter to the interests of the debtor, we may suspect that the Code represents the status quo.

Thus, in the present instance, it is most probable that the provision for sharing loss, which could mean that the creditor might receive less than he had invested, represents an attempt at reform, while the guarantee that the creditor should receive a share of the profit is best regarded as describing normal practice. We may note particularly UET V 367 (supra, p. 38), where there is the explicit provision that the creditor should not make allowances for trade losses.

Lautner, who does not see the creditor as regularly sharing in the profit, does acknowledge profit-sharing in two cases, CT II 22 and VAS VIII 71.

In the latter text, Sin-našir and Ubar-Šamaš, both deceased, seem to have been co-debtors in a partnership loan. Sin-iqišam and his brother, sons of Ubar-Šamaš, raise claims against Warad-Sin, son of Sin-našir. Warad-Sin makes the following statement under oath:

i-na KÙ-BABBAR ša it-ti um-mi-a-nim
^mXXX-na-šir a-bi ũ U-bar-^dŠamaš
il-qf-đ-ma a-na ha-ar-ra-nim
il-li-ku-đ-ma đ-ka-aš-šu-đ (cf. AWb p. 463)
i-nu-đ-ma U-bar-^dŠamaš a-bu-šu-nu
i-mu-tu-đ-ma ^mXXX-na-šir a-bi
il-li-ku-đ-ma ki-sa-am
i-na ki-ir-ki-zum il-qf-a-am
ki-sa-am šu-a-ti kasdam (KÙ-BABBAR^{am})
ũ ne-me-li-ti-šu
a-na um-mi-a-tim XXX-na-šir
a-bi lu đ-te-ir
i-na kaspi^m (KÙ-BABBAR^{im}) ũ ki-si-im
ša tap-pí-im a-šā é geme arad
^mXXX-na-šir a-bi la i-ša-mu(!)
i-na ša ra-ma-ni-šu-ma
lu i-ša-am

We translate as follows:

"With the silver which Sin-našir and Ubar-Šamaš had received from the ummiānum, they went on a trade expedition and made a profit:

When Ubar-Šamaš, their (the plaintiffs') father, died, and Sin-našir, my father, returned, he took the money (kīsum) from the _____. That money, silver and its/his profit, Sin-našir, my father, gave back to the ummiānum.⁸⁹ With the silver and the money of the partnership-holdings, Sin-našir, my father, did not buy field, house, slave-girl, or slave; he bought with what was his own."

While the circumstances were extraordinary, in that the death of a debtor occasioned the settlement, it is unlikely that the death created the right of the ummiānum to the profit. Had the loan been a loan at interest, surely the debtor would simply have had to repay "silver and interest." It remains unclear what rights in the profit were left to the debtors.

The relevant portion of OT II 22 reads as follows:

1/2 ma-na kū-babbar ša ir-ra-[ga-mil]
a-na E-ri-ib-^dšîn
a-na tannēm (TAB-BA) i-di-nu
û 1/3 ma-na-ta-ām
hi-im-ša-tu-šu-nu
a-na bīt (L) ^dŠamaš E-ri-ib-^dšîn
dumu^{mes} ir-ra-ga-mil
dumu-munus^{mes} ir-ra-ga-mil

ḥ dam-a-ni Ir-ra-ga-mil

i-ru-bu-d-ma

^mE-ri-ib-^dSin

ni-ka-si-šu mahar (IGI) ^dŠamaš i-bu-uš-ma(?)

5/6 ma-na 7 gin kù-babbar i-na bīt (š) ^dŠamaš

d-bi(?) -ru-ma . . .

We translate as follows:

"one-half mana of silver, which Irra-gamil had given as partnership holdings to Erib-Sin, plus one-third mana 'each', their gain. The sons of Irra-gamil, the daughters of Irra-gamil, and the wife of Irra-gamil entered the temple of Šamaš, and Erib-Sin made his accounting before Šamaš; and they acknowledged (owing) five-sixths mana seven shekels of silver in the temple of Šamaš . . ."

This one instance in which the amount of the profit is indicated is unfortunately not entirely clear. From the last line we may gather that the creditor (through his heirs) made an actual profit of 90%; but the meaning of the additional seven shekels is not evident. While it is possible that the one-third mana first mentioned is an approximate sum, it is unlikely, in that the twenty-seven shekels last added is much nearer one-half mana than one-third. It is possible, then, that the seven shekels represent "costs", or a penalty for late payment.

We do, however, have clearly stated the interest of the creditor, here through his heirs, in a share of the profit.

It is of interest that one of the nam-tab-ba contracts mentioning disposition of the profit is YOS VIII 145, which includes a tadmigtum loan as well. The text reads as follows:

20 ma-na kû-babbar
 nam-tab-ba
 6 ma-na kû-babbar ta-ad-mi-iq-tum
 šu-nigin 26 ma-na kû-babbar
 ki d^utu
 ù d^ušîn-iš-me-a-ni
 1^uzu-ba-bû-um
 ù d^ušîn-iš-me-a-ni
 šu-ba-an-ti-meš
i-na ša-la-am ha-ra-nim
 kû-babbar ù na-me-el-šu
 l-lâ-e-ne

We translate as follows:

"20 mana, silver, partnership holdings; 6 mana, silver, tadmigtum; total 26 mana silver. From Šamaš and Sin-išmeanni Zubabum and Sin-išmeanni received. When the expedition is safely over, the silver and the profit they shall weigh out."

To a certain extent, it is possible to determine what a tadmigtum loan was. The name itself is formally a nomen actionis of a pattern generally related to the D-stem.⁹⁰ The

D-stem dummuqum is well attested in the meaning "to do a favor,"⁹¹ giving tadmigtum the possible meaning "doing a favor," or more loosely, "a favor."

That more than a friendly gesture is involved is clear from the existence of tadmigtum loan contracts, and from the provisions of Section 102 of CH. The tadmigtum debtor who suffers a trade loss need refund the capital amount only, without penalty. If he loses the capital through enemy action, he is released from liability. By contrast, in the standard merchant-agent arrangement, the agent who realizes no profit is to repay double the capital (Sec. V). Also according to the Code, the nan-tab-ba creditor is to bear his share of any loss that may occur.

Thus in respect to trade losses, the tadmigtum debtor stands between the "hired agent" and the "partner." In respect to loss by enemy action, he is fully protected.

Lastly, a majority of extant tadmigtum loan contracts are accessory to larger loans. This is explicitly the case in YOS VIII 145, and apparently so in Ash. 1911-282.⁹² HSM 7616 is clearly additional to YOS VIII 172.⁹³ According to Leemans,⁹⁴ BIN IV 129, TCL IV 101, and Jena 385 are accessory loans; while only MDP XXII 39 is, as far as we can tell, not.

We suggest that all this evidence points to the status of one "executing a commission," that it is the debtor who

is "doing a favor" for the creditor. He is going on the expedition by choice, with borrowed money, and the creditor arranges for him to carry out a transaction in the course of the expedition. Because this is at the creditor's behest, it is largely at his risk. The debtor is expected to refrain from the transaction if it appears that it will result in a loss, but is not liable for circumstances beyond his control. YOS VIII 145 indicates that he might expect to receive a share in the profit.

This explanation fits well with Sin-išmeanni's dual role in YOS VIII 145, where he is co-creditor with Šamaš and co-debtor with Zubabum. Himself a temple official, he is to trade at his own discretion with the 20 mana and to carry out a specific errand with the six mana or return it intact. He may expect to make a personal profit, as well as a profit for the temple, with each portion of the capital.

Thus the basic difference between nam-tab-ba and tad-migum terms lies in the matter of liability, and rests in the fact that the initiative for the former comes from the debtor while that for the latter comes from the creditor.

Lautner's alternative to profit-sharing as the intent of the nam-tab-ba phrase is that the phrase refers to a partnership solely among the debtors. To meet the difficulty of the one-debtor loans, he cites YOS V 128, which reads as

follows:

10 še gur	"10 gur of barley
ěu-lal mās-nu-tuk	a 'trust,' without interest,
hi Bal-mu-nan-he	from Balmanarhe
^m Ta-ri-bu-um	Taribum
û tab-ba-ni ^{mes}	and his partners
šu-ba-an-ti	received.
itu bār-zag-gar še i-āg-e	He shall repay in the month x.

Lautner⁹⁵ argues that this is tannûm in the same sense as that of the nam-tab-ba loans, citing also KAJ 32, "S...û^{mes} tan-na-ā-šu e-su-tu û ma-du-tu, a-na tan-nûm (TAB.BA) šu-ba-an-ti," "S...and his partners, few or many, received as partnership holdings." He uses these texts as indications that there are "hidden partners" in those nam-tab-ba loan contracts which formally have only one debtor.

The reverse might be argued with greater force. The presence of "û Lû^{mes} tan-na-ā-šu" and "a-na tan-nûm (TAB.BA)" as distinct items indicates that two phenomena are involved. A man and his partners could borrow money on hubuttatum (or hubullum) terms or on partnership terms; a partnership loan could be made to a single individual or to a man and his partners.

It appears that the situation which Lautner posits is the norm for egal tannûm⁹⁶ contracts. Here, in contrast to the nam-tab-ba loan contracts, the manner in which the owner

is to calculate his profit is specified, and may involve a fixed rate per iku (VAB VII 175, VAB V 175, 177) or a share of the yield (HG VI, 112). Moreover, the partnership specification is not in apposition to the description of the field, but is included in the listing of the tenants' duties.

These differences rest in part in differences between trade and agriculture, and in part in differences between loan and rental (cf. HG VI p. 51), which sets of differences are themselves related. We would note that normal field rental can be for a fixed rate per iku or for a share of the yield (VAB V pp. 172-183), which does not parallel the normal loan; and also that normal rentals seem to involve single tenants only, while tannûtin rentals without known exception involve at least two. Further, the close specification of the tenants' duties has its place in agriculture, while in trade, with its need for opportunism, it would be a hindrance.

Thus differences in form, content, and background suggest that partnership loan and partnership rental are not precisely parallel. On the contrary, the egel tannûtin contracts demonstrate that it was possible to represent a situation in which one man stood in legal relationship to a group of partners; and makes it unlikely that the distinct form of the nam-tab-ba loan contracts was intended to describe such a relationship.

CONCLUSION

THE RATIONALE OF THE PARTNERSHIP LOAN

It has been argued above that a nam-tab-ba loan was normally a loan for trade purposes, in which the creditor received a share of the profit made in the trading venture. The one instance in which we know the amounts involved, CT 11 22 (supra, p. 66), gives the creditor's share of the profit as 20 or 27 shekels on an initial investment of 30 shekels. Had the debtor borrowed the 30 shekels as a hubullum loan at 20%, he would presumably have paid the creditor six shekels rather than 20 or 27.

Since the normal nikkassum texts give no figures, we do not know whether or not this is a typical case. We are probably safe, however, in following this indication to the point of assuming the nam-tab-ba loan as promising high gain vis à vis the loan at standard interest. We may further suppose that this high gain was offset to some extent by the high risk of foreign trade, otherwise the nam-tab-ba loan could not have competed with the loan at interest. The high rate of profit may in turn have encouraged the feeling that the creditor should share loss when it occurred.

Thus the "partnership" did involve a balance, albeit not a fiscal one. Into it, the creditor put risk, the debtor ability and effort. Creditor and debtor doubtless negotiated to achieve a balance between these "contributions" which would be fairly compensated by an equal division of the profit. This negotiation, we believe, is reflected in the correlations between size and terms of loans outlined above (pp. 48-52).

This negotiation would then necessarily precede the drawing up of the contract. When one looks closely at our knowledge of the way in which a transaction was effected, he is struck by the gaps. There is, for Mesopotamia, no parallel to the account of the bargain between Abraham and Ephron in Genesis 23.⁹⁷

Following verbal negotiation, then, the binding agreement would be made. This was to have taken place in the presence of witnesses, and the position of šū-ba-an-ti in the loan contract makes it probable that the handing over of the money represented the irreversibility of the contract in all of its terms. These terms would doubtless have been spoken in front of the witnesses, possibly read by the scribe whose task it was to record them.

The contract proper was normally a tablet in an envelope, with the witnesses' seals impressed on the envelope. This in itself raises questions about procedure. Were the

tablet and the envelope made up in final form before the witnesses left? In any case, since moist clay is difficult to transport and is easily altered, it seems most likely that the scribe took care of the drying and baking, and did not give the tablet into the possession of the creditor until this was done.

To judge from the phrase "when the creditor demands," it was up to the creditor to initiate collection proceedings. The actual accounting took place in a temple, with the god as witness to the complete declaration of the profit. This would have been necessary, in that only the god would have witnessed the trading that was done. The capital sum was given to the creditor, and the profit equally divided. RSM 7503, the lawsuit over the unpaid balance of a nam-tab-ba loan, may represent an instance of trade loss, or an instance in which the creditor's share of the profit was not available in "cash" at the time of the accounting. Otherwise, one would expect the creditor to have had first claim on all cash or goods present at the accounting.

FOOTNOTES

¹Wilhelm Eilers, "Gesellschaftsformen im altbabylonischen Recht," Leipziger Rechtswissenschaftliche Studien LXV (Leipzig: Theodor Weicher, 1931); Emile Szlechter, Le contrat de société en Babylonie, en Grèce, et à Rome: Étude de droit comparé de l'antiquité (Paris: Librairie du Recueil Sirey, 1947); Julius G. Lautner, "Altbabylonische Gesellschaftsverhältnisse," Festschrift Paul Koschaker...zum sechszigsten Geburtstag überreicht von seinen Fachgenossen (Weimar: Hermann Böhlau nachf., 1939), Bd III, "Andere antike Rechte und Nachleben des römischen Rechts"

²Cf. Wm. Leemans, The Old Babylonian Merchant: His Business and Social Position ("Studia et Documenta ad Jura Orientis Antiqui Pertinentia," Vol. III; Leiden: E.J. Brill, 1950), pp. 1-5.

³Ibid.

⁴R.F.G. Sweet, in an unpublished doctoral dissertation (University of Chicago, No. 4361, "On Prices, Moneys, and Money Uses in the Old Babylonian Period," 1958), concludes from the scarcity of references to silver in division-of-property documents that silver was not common as a form of stored wealth, or hence as a tender for payment. He suggests that barley was more common, in the latter function particularly.

His argument is inconclusive, however, in that he does not demonstrate from these sources that barley was a common

form of stored wealth. References to barley in division-of-property documents are apparently even less frequent than references to silver. From the fact that mentions of silver involve unequal amounts for various individuals, it may be suggested that division of silver was noted explicitly only when it served to equalize otherwise disparate shares.

We may here add the following observations:

1. Explicit provision for payment in silver and/or grain in such texts as UET V 390, 391, and 392 indicates some care in specifying the actual tender for payment. Hence it may be best to take the phrase ku f-la-e "he shall weigh out the silver" at face value, as also the phrase ga l-la-e "he shall measure out the grain."
2. Sections 49-51 and "A" of the Hammurabi Code imply that a loan of silver was to be repaid in silver, but that produce was acceptable as a substitute. The impression is that silver was in circulation, but might be hard to come by. Sections "L"-"R" should also be noted, especially "P", which makes explicit mention of the "weight" (abnum) for measuring silver and the capacity measure (^{giš}ban) for grain.
3. The prevalence of "round numbers" in the nam-tab-ba loans (cf. supra, p. 49) suggests the use of silver. Otherwise we must say that grain, for example, was measured out in such fractions as would result in an even number of shekels or mana.

Without pretensions to certainty, then, we deem it best in the present study to assume that a loan of silver was made in silver, and that repayment was expected to be in kind.

⁵Emin Bilgiç, "Die wichtigsten Ausdrücke über Schulden und Darlehen in den Keilschrifttexten," Ankara Üniversitesi Dil ve Tarih-Coğrafya Fakültesi Dergisi, V/4 (1947), pp.

447ff; fuller Turkish text, pp. 419ff. For notes on the legal differences between the loan-types, cf. supra, pp. 53-61.

⁶Benno Landsberger, Die Serie ana ittišu ("Materialien zum Sumerischen Lexikon," B. Landsberger, ed., Vol. I, Rome: Sumptibus Pontificii Instituti Biblici, 1937).

⁷Ignace Gelb et al., eds., The Assyrian Dictionary of the University of Chicago (Chicago: The Oriental Institute, 1956-), Vol. 6, s.v. habālu C; p. 7, esp. habālu A, p. 6.

⁸Ibid., pp. 9-11.

⁹Cf. infra, p. 56.

¹⁰Anton Deimel, Sumerisches Lexikon (Rome: Scripta Pontificii Instituti Biblici ((Verlag des Päpstl. Bibel-instituts)), 1925-1934), Nos. 354, 373^d; also Wolfram von Soden, Akkadisches Handwörterbuch (Wiesbaden: Otto Harrassowitz, 1959-), s.v. kanû, p. 433.

¹¹This might better be termed "Specification of Loan-type," since it may specify charges other than normal interest (cf. infra, pp. 55-59).

¹²Moses Schorr, Urkunden des Altbabylonischen Zivil- und Prozessrechts, "Vorderasiatische Bibliothek", Vol. V (Leipzig: J.C. Hinrichs, 1913), p. 65.

¹³There is some evidence that the partnership loans may have had particularly close affinity to the qāntum-class. We may cite here two indications of this:

1. HSM 7503 (cf. infra, Appendix B), a lawsuit concerning the unpaid balance of a partnership loan, describes the giving of the loan with the verb qānu "entrust." Since qāntum is a derivative of this verb, it is probable that we should translate

qānum in a loan context as "to give as a qānum-loan."

2. The qānum-loans UET V 313, 314, and 315 all have the clause kaskal silim-ra "when the expedition is safely completed." The same clause is common in partnership loans (cf. infra, pp. 18,49). It would appear that both qānum and partnership loans were often for purposes of trade; and may therefore have been similar in type.

¹⁴Cf. supra, pp. 10-16; and note there especially the tendency to place this element before šū-ba-an-ti in the later contracts.

¹⁵UET V 362, 367, 415; YOS V 242; YOS VIII 96, 136, 145, 172; TCL X 75; VAS IX 182; Strassburger Keilschrifttexte 31; Jean Sumer et Akkad CLXXXVIII; BE VI₁ 97; BJ 90 (ZA NF II [XXXVI], 1925, pp. 94-97); and FM 17 (Szlechter, Tablettes juridiques et administratives...Pl. VIII); and MAH 16351 (Szlechter, Tablettes juridiques ... Pl. XXXVIII).

¹⁶HSM 7507, 7509, 7510, 7519, 7596, 7601, 7603, 7607, 7615, and 7622.

¹⁷AB XI 78 (VAB V 171), AB XI 79 (VAB V 169, VAS VIII 169), BE VI₁ 15 (VAB V 170), CT II 28 (VAB V 172).

¹⁸VAS VIII 71, CT II 22, VAT 806, M. 39, TCL I 233, PBS I₂ 10, PBS VIII₂ 103, BE III₁ 16, BE VI₂ 91, BIN VII 178, HSM 7503, 7514, 7555, and 7616.

¹⁹A1. 3 II, 20, and Benno Landsberger, The Series HAR-ra-hubullu, Tablets I-IV, "Materialien zum Sumerischen Lexicon," B. Landsberger, ed., Vol. V (Rome: Pontificium Institutum Biblicum, 1957), I, 276-296.

²⁰Sections of the Hammurabi Code are herein cited according to the designations used in G.R. Driver and John C. Miles, The Babylonian Laws, Vol. I, Legal Commentary; Vol. II, Transliterated Text, Translation, Philological Notes, Glossary (Oxford: Clarendon Press, 1960²).

²¹Cf. supra, n. 1.

²²Ef. Eilers, p. 7.

²³By "ownership" we mean the ultimate right of disposal; and by "possession" we mean having in hand.

²⁴Eilers, p. 25.

²⁵Lautner, p. 46.

²⁶Szlechter, pp. 14-15. This study develops the interpretation offered by Edouard Cuq, Les nouveaux fragments du Code de Hammourabi sur le prêt à intérêt et les sociétés, "Extraits des memoires de l'Academie des inscriptions et belles-lettres," Tome XLI (Paris: Imprimerie Nationale, 1918).

²⁷In addition to the loan-contracts themselves, the following references are included: CT II 22, 30 shekels; PBS VIII₂ 164, 30 shekels; VAT 806_λ, one mana; BE VI₂ 91 with loans of one mana 14 2/3 shekels and one mana 4 shekels; HSM 7555 (cf. Appendix B) is not included, since it may represent an unpaid balance rather than the total sum loaned.

²⁸Transcribed by Landsberger as kasap.

²⁹Note BE III₁ 16, nam-lá-tab-ba-sē, confirming the personal force of tab-ba.

³⁰By contrast, A1. 4 I, 58 "a-šā nam-tab-ba / egel tan-pu-ti" and A1. 6 IV, 6 "na₄ kišib nam-tab-ba / (^{abān}kumuk) tan-pu-ti" present unmistakable genitives.

³¹Cf. A1. 3 II, 32-33, ta-an-hu-ur-tum, i-na ta-an-hu-ur-te; ibid., 41-42, ga-ta-tu, i-na ga-ta-te. The reading ka-sap (rather than kas-pu) tan-pu-ti of three variant texts of Hh. 1, 277-279 does not weigh heavily against this, since two of the texts involved, S₂₄ and S₂₅, apparently use the

status absolutus for the status rectus elsewhere. Cf. Hh. 286, ka-saṣ ṣi-bat-su, where the sense is clearly "the silver and its interest," and where also ṣi-bat-su is hardly a genitive.

³²The series is so cited for convenience's sake, the proper reading of HAR in this context being ur₅ as noted by Landsberger, Hh. p. 9, n. 1.

³³Note in contrast the careful writing of genitives in Ai. 3 III, 38: igi-lū-inim-inim-ma-ka-na-ta.

³⁴VAS VII 95, 99, 125; BE VI₁ 94, 112; CT II 32; TCL I 154 (VAB V 175); and F 39. The common reading of TAB-BA as tannūm in this context cannot be maintained, there being no other examples of an Akkadian -ūm abstract equivalent to a Sumerian term without an abstract formant such as nam- or nig-. The meaning "partnership holdings" for tannūm makes it unnecessary to assume such an equivalence.

³⁵Elihu Grant, Cuneiform Documents in the Smith College Library, "Biblical and Kindred Studies," Vol. I (Haverford, Pennsylvania: 1918), No. 264, p. 24.

³⁶Cf. Wolfram von Soden, Grundriss der Akkadischen Grammatik (Rome: Pontificium Institutum Biblicum, 1952), §166.

³⁷Cf. AHw, s.v. an, ana, p. 47 a, D, d, also, e.g., YOS VIII 120:9, 15.

³⁸Note Landsberger's translation of nam-x-še as "into legal status as x"; Hh. II, 43-53.

³⁹Cf. Rivkah Harris, "Old Babylonian Temple Loans," JCS XIV/4 (1960), pp. 126ff.

⁴⁰Cf. Hh. I, 138ff.; Ai. 2 II, 9-18, 31-49; also Stephen D. Simmons, "Early Old Babylonian Tablets from Hama and Elsewhere," JCS XIII (1959), p. 86.

⁴¹Ai. 2 II, 34, 38, and 40. In Cassite documents from Nippur, mahārum is regularly used, cf. A.T. Clay, Documents from the Temple Archives of Nippur dated in the Reigns of Cassite Kings (Philadelphia: Department of Archeology, University of Pennsylvania, 1906).

⁴²For details, cf. infra, p. 49, the column headed "TERM." YOS VIII 136 is probably to be included, but the relevant lines are badly broken.

⁴³Cf. Ai., in MSL I, pp. 109f.

⁴⁴Ignace J. Gelb, Glossary of Old Akkadian, "Materials for the Assyrian Dictionary," No. 3 (Chicago: The University of Chicago Press, 1957), p. 256. This form survives into old Babylonian times; e.g., TCL X 38.

⁴⁵The oath, invoking the sanction of royalty or deity, served a similar function. Cf. PBS IX 4, mu-lugal-x[]gi₄-gi₄ "By the name of (their) king [they swore not to r]eturn"; also BIN VIII 164, (PN-list) 15-ki-inim-ma-bi-me 1gi-ne-ne-ta mu-lugal in-pa "(these) are the witnesses before whom they swore by (the name of) the king."

⁴⁶Leon Legrain, Archaic Seal-Impressions, "Publications of the Joint Expedition of the British Museum and the University Museum, University of Pennsylvania, Philadelphia, to Mesopotamia, Ur Excavations," Vol. III (Published for the Trustees of the Two Museums by the Aid of a Grant from the Carnegie Corporation of New York: 1936), Plates 21-24; also L. Ch. Watelin and Stephen Langdon, Excavations at Kish, "The Herbert Weld [for the University of Oxford] and Field Museum of Natural History [Chicago] Expedition to Mesopotamia," Vol. IV, "1925-1930" (Paris: Paul Geuthner, 1934), p. 35.

⁴⁷In BIN VIII 155:16 and 157:13, kišib hé-ra-ra makes best sense if interpreted as referring to the sealing of whatever goods are under dispute. The writer urges that the sangu-priest do this sealing.

⁴⁸Cf. MAD 3, p. 147; also the references in AHW s.v. kanāku and the description in Legrain, op. cit., p. 1.

⁴⁹François Thureau-Dangin, Les cylindres de Goudéa découverts par Ernest de Sarzec à Tello, "Musée du Louvre. Département des antiquités orientales. Textes Cunéiformes," Tome VIII (Paris: Paul Geuthner, 1925), Pl. VII.

⁵⁰Adam Falkenstein, Abhandlungen der Bayrischen Akademie der Wissenschaften, Phil.-Hist.-Klasse, N. F. 39-40 (1956); e.g., Texts 18, 26, 29, 52, 63, 64, 72, 79, 107, 110, 124, 175b, 176a,b, 197, 206b, 209b.

⁵¹A. Leo Oppenheim, Catalogue of the Cuneiform Tablets of the Wilberforce Eames Collection in the New York Public Library: Tablets of the Time of the Third Dynasty of Ur, "Yale Oriental Series," No. 32 (New Haven: 1948) pp. 158-159.

⁵²Cf. N. Schneider, "Stellvertretende Siegelung der Vertragsurkunden in der Ur-III Zeit," Orientalia, N.S. XVI (1947), p. 417, for the functional equivalence of kišib PN with PN šu-ba-ti, esp. nn. 2 and 3. This equivalence was noted by Engelbert Huber in 1909, in his article "Die altbabylonischen Darlehnstexte aus der Nippur-Sammlung im K.O. Museum in Konstantinopel," in Assyriologische und archäologische Studien Hermann V. Hilprecht . . . gewidmet (Leipzig: J. C. Hinrichs, 1909), p. 212.

⁵³Sealings in the Ur III period have been thoroughly treated by Schneider in a series of articles in Orientalia N.S. as follows: V (1936), pp. 109-120; VIII (1939), pp. 59-63;

XV (1946), 416-422; XVI (1947), 303-306, 307-311, 417-421; XXI (1952), 67-74.

⁵⁴Note that the "kišib-phrase" is not regularly included in the extant nam-tab-ba contracts until the reign of Rim-Sin; cf. Figure I, facing p. 8.

⁵⁵Op. cit. (supra, n. 11), pp. xliii-xlv.

⁵⁶Cf. CAD Vol. IV, p. 429-430.

⁵⁷Both tablets are dated on the same day. Since BSM 7514 was made i-nu-[d]i-ma a-na ha-ar-ra-ni i-[li]-lku-d, "When they went on the expedition," it appears that the debtors set out immediately on receiving the money.

⁵⁸Cf. Landsberger, "Solidarhaftung von Schuldnerin den babyl.-assyrischen Urkunden," in ZA 35 (NF 1), 25ff.; Ai. pp. 120ff. and the references there given; also Lautner, pp. 58ff. and the references there given. The clause also receives attention in Stephen D. Simmons, "Early Old Babylonian Tablets from Hama and Elsewhere," in JCS XIII/3 (1959), p. 86.

⁵⁹This process normally centers in the Sumerian column. Cf. 2, II, 21-22, where Sumerian synonyms are translated with the same Akkadian word, and 3, I, 1-4, where the continuity of the building-up is evident in the Sumerian but not in the Akkadian. However, alternative meanings of a Sumerian term could also be listed, e.g., ib 1, 87-88, "dam = mu-tum" and "dam = šš-šš-tum."

⁶⁰The variants in S₁₁, S₂₁, S₂₄, and S₃₂, which give nam-tab-ba (-ba-ni, -ba-ne-ne) in lines 280-282, in view of the syntax of the clause, require the meaning "the partners" for nam-tab-ba. Parallels for the possible personal(plural)

meaning of nam- abstracts may be found in UET III 1077, še-ba nam-arad "rations of the slaves (not 'of slavehood')"; and Jacobsen, Cuneiform Texts in the National Museum in Copenhagen (Leiden; E.J. Brill, 1939), no. 28, i-dug rá-gaba šà-é-gal ù nam-uttuku-ag-me "It is the janitors, messengers, palace-officials, and accountants (who received it)" (*ibid.*, p. 72).

⁶¹Normally, breaking the tablet would signal the end of liability; here this cannot happen until the entire debt is discharged.

⁶²Reading suggested by Dr. Jacobsen, and verified by collation. The entry of these lines in CAD s.v. hablu (Vol. VI, p. 17) should be deleted.

⁶³VAB V, p. 240.

⁶⁴*Ibid.*, p. 226.

⁶⁵Cf. UET V 428, un-mi-a silá-x-y nu-un-ta-zu-zu.

⁶⁶Cf. Jacobsen, in Studia Orientalia Ioanni Pedersen... dinata, p. 173, n. 7.

⁶⁷Albrecht Goetze, "Fifty Old Babylonian Letters from Hama," Sumer XIV (1958), p. 14.

⁶⁸According to Landsberger ("Bemerkungen zu San Nicolo und Ungnad, Neubabylonische Rechts- und Verwaltungsurkunden," Bd. I i.2, ZA NF V/4, p. 293), bābtum must refer to something concrete, "da die bābtu von den Kaufleuten bei der Abreise mitgenommen bzw. zurückgelassen wird..." To the extent that a kunuk bābtim was a negotiable asset, it would meet this condition.

⁶⁹Cf. CAD, Vol. VII, p. 23, s.v. idû, 1 b 2 a.

⁷⁰lanādu occurs in this sense in the OA letter KTS 27b:15; cf. CAD, Vol. VI, p. 110.

⁷¹EA NF I, p. 22, n. 3; "Neue Kontrakte aus Babylonien," OLZ XXIX (1926), p. 763.

⁷²pp. 49-50.

⁷³Vincent Scheil, Actes juridiques Susiens, Suite n° 166 à n° 327; "Mémoires de la mission archéologique de Perse," Tome XXIII; (Paris: Ernest Leroux, 1932), p. 135.

⁷⁴For this and other possible meanings of ezēbum in this context, cf. CAD, Vol. IV, s.v. ezēbu, esp. pp. 419 and 421. The MDP passages are listed under meaning 3a, where for consistency's sake VAS IX 182-3 should also be entered.

⁷⁵Vol. 4, s.v. ezēbum, p. 421.

⁷⁶Cf. Landsberger, ZA NF I, p. 22, n. 3, "bewilligen"; OLZ XXIX, p. 763, "gelten lassen."

⁷⁷This, by analogy with kū (ū) māš-bi (not māš-a-ni), is most probably "its profit" (cf. also PBS VIII₂ 151, as cited supra, p. 61). Profit, however, might be conceived of as pertaining to the person rather than the capital, so the parallel with interest may not be precise.

⁷⁸Cf. CAD, s.v. heru (Vol. VI, p. 172); also HSM 7503 (Appendix B); II. 15-17.

⁷⁹Lautner, p. 27, n. 86.

⁸⁰The meaning of this term is obscure, and the above translation is used for present want of any better.

⁸¹VAB V, p. 72.

⁸²This is not the case in Simmons' texts, cf. JCS XIII, p. 38.

⁸³Bilgiç, op. cit. (supra, n. 5), p. 450.

⁸⁴op. cit., p. 434, n. 56.

⁸⁵Henry Frederick Lutz, Legal and Economic Documents from Ashialy, "University of California Publications in Semitic Philology," Vol. X/1 (1934).

⁸⁶Since this was not termed "māš/sibum," we here avoid the term "interest."

⁸⁷It will be noted that, with 60 shekels per mana and 180 še per shekel, there is a strong inherent divisibility by 6, i.e., as 5 plus 1/5. This makes the line between Groups C and D difficult to draw at times. We have here arbitrarily established as a criterion that any result which more than triples the denominator of the sum loaned, or that of its last fraction, is assigned to Group D. In any case, the most decisive factor in rejecting the idea of pre-added interest for nam-tab-ba loans is the lack of instances in Groups A and B. Were there a substantial number, we might be justified in adding uncertain cases to it; but we cannot make up a group solely of such uncertain cases.

⁸⁸Szlechter's suggestion (Szlechter, p. 15) that the capital might be "pooled resources" rests upon a mistranslation of ummiānšunu īmūlūma, "they repaid their creditor," as "they repaid their capital." CH Sec. U makes it clear that we deal with a creditor-debtor relationship.

⁸⁹Reading nim for tim, with Landsberger, ZA NF I, p. 22, n. 2.

⁹⁰Cf. GAG, Section 56 l.

⁹¹Cf. CAD, III, pp. 62-63.

⁹²Cf. Leemans, Old Babylonian Merchant, p. 25, n. 83.

⁹³The tablets have the same creditor, the same two debtors, and three witnesses in common. A ten-year discrepancy in dates must be due to scribal error.

⁹⁴Old Babylonian Merchant, n. 84.

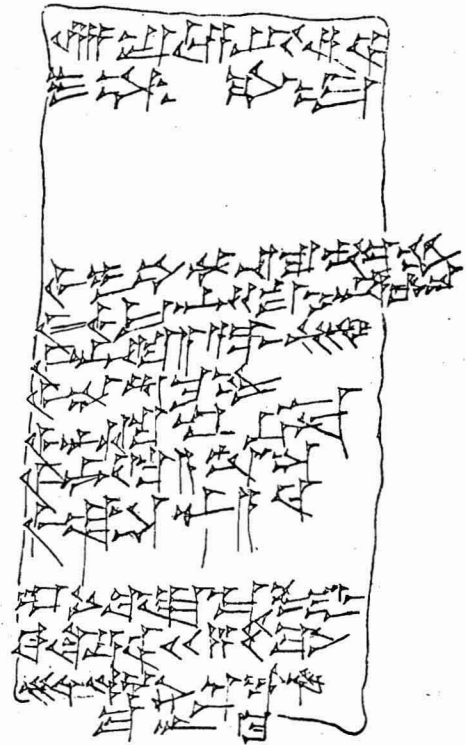
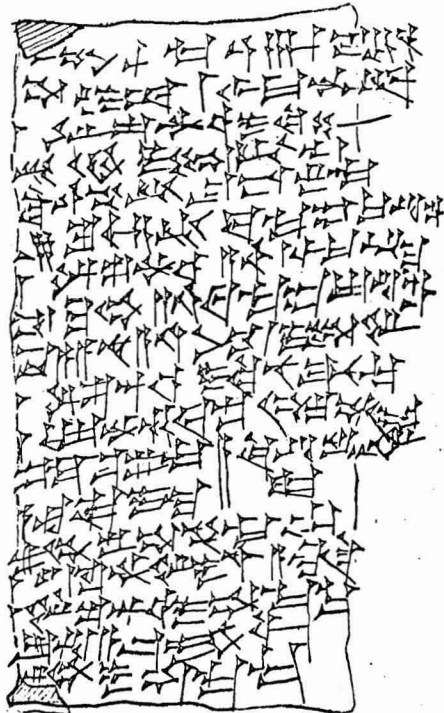
⁹⁵p. 35.

⁹⁶The phrase is written with the genitive in A1. 4, I, 58.

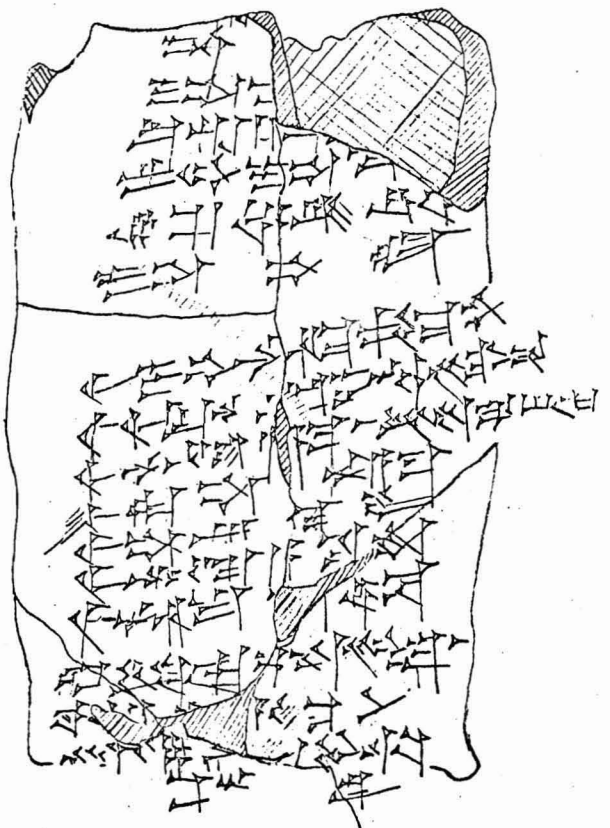
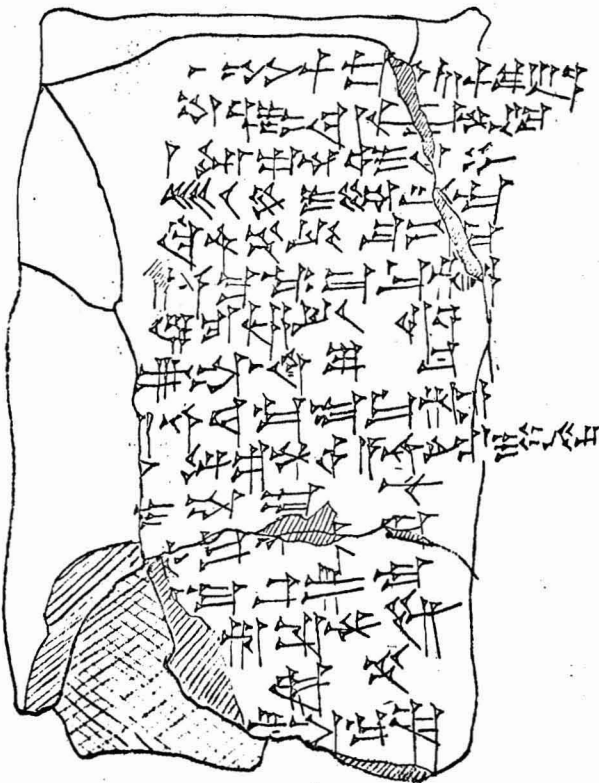
APPENDIX A

THE HSM TEXTS IN HAND COPIES

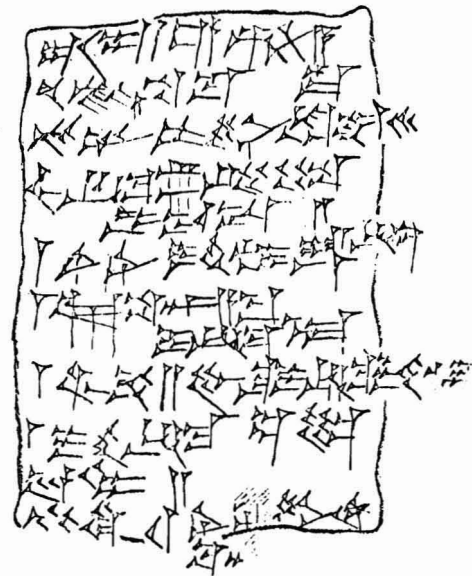
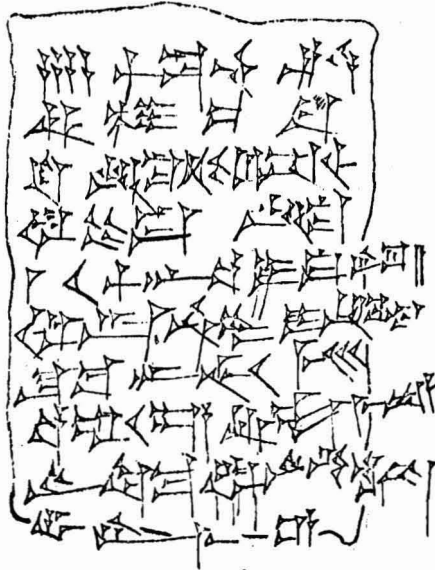
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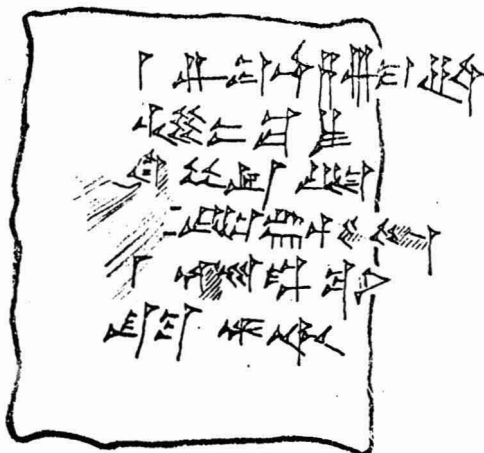
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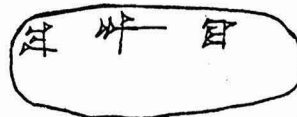
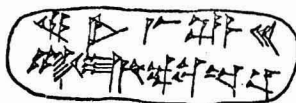
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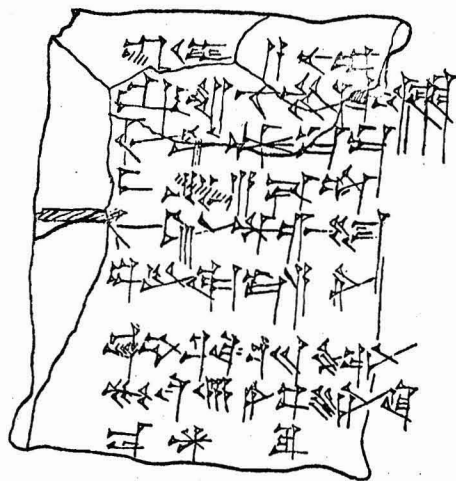
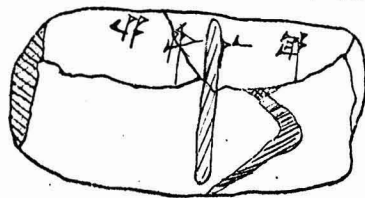
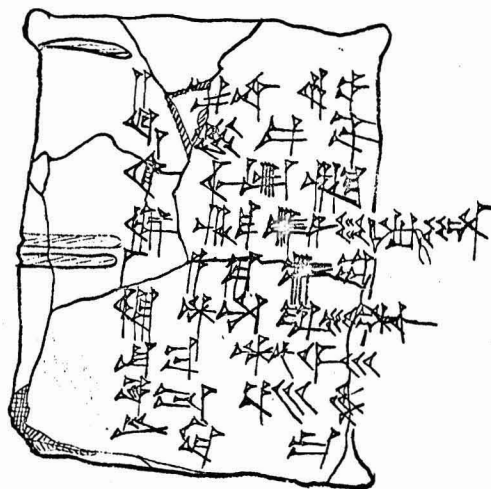
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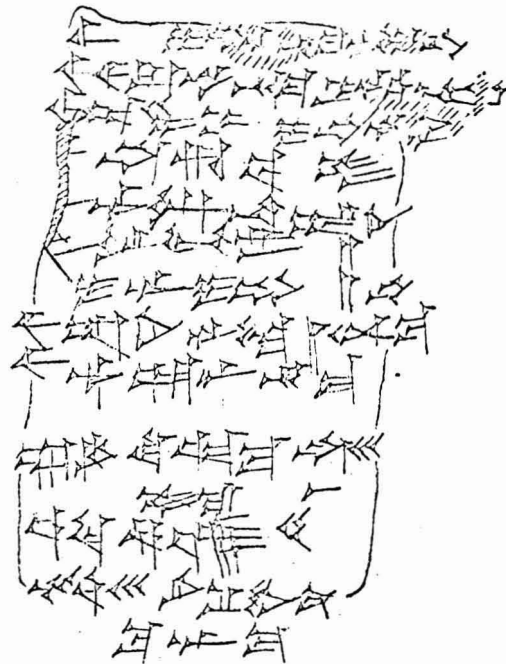
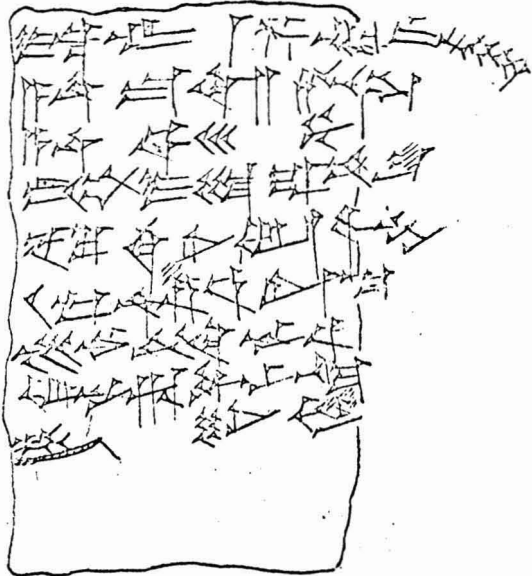
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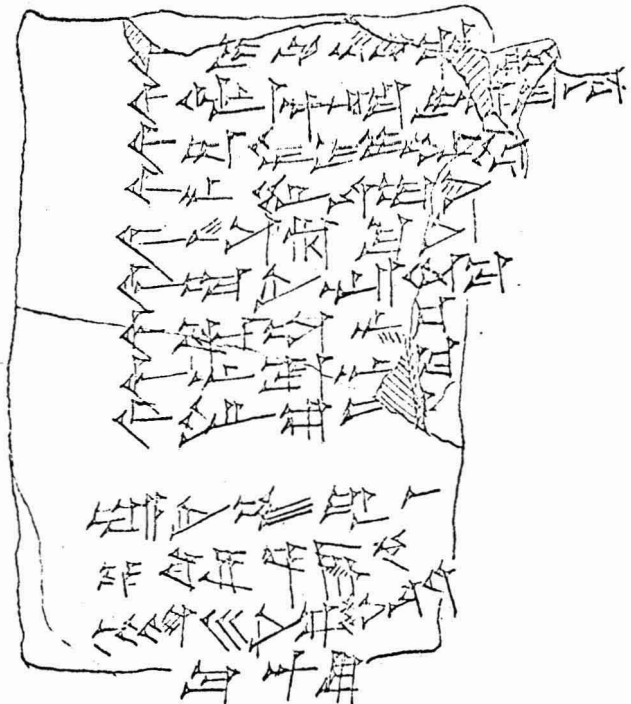
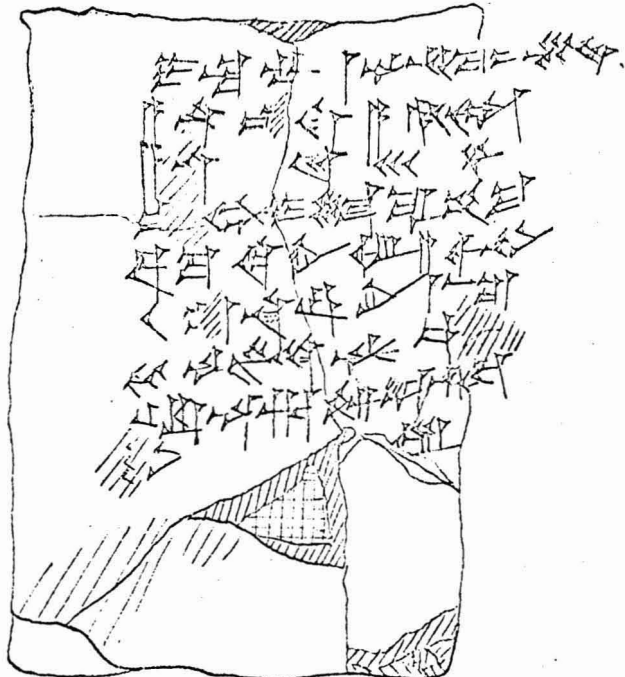
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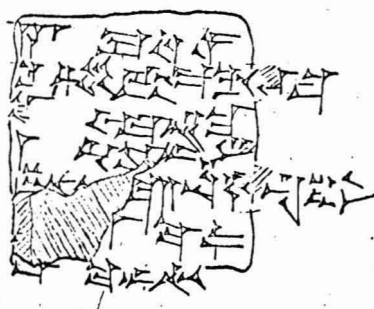
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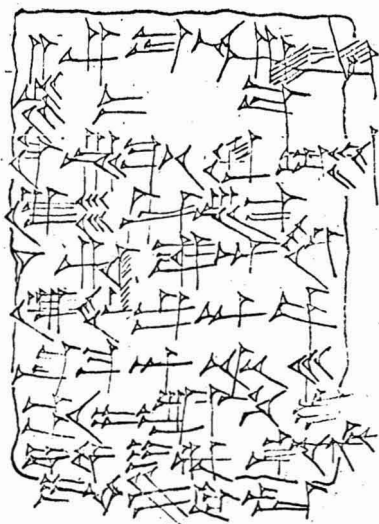
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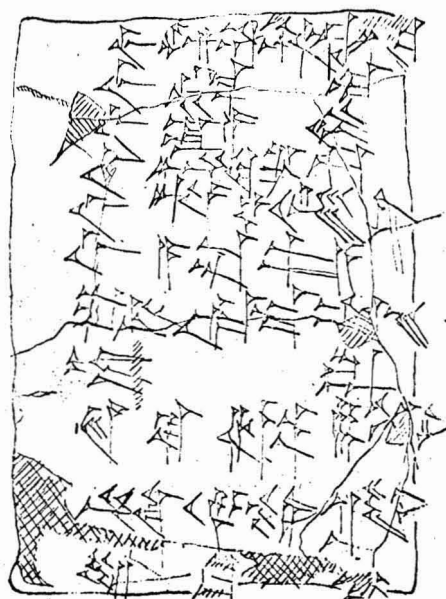
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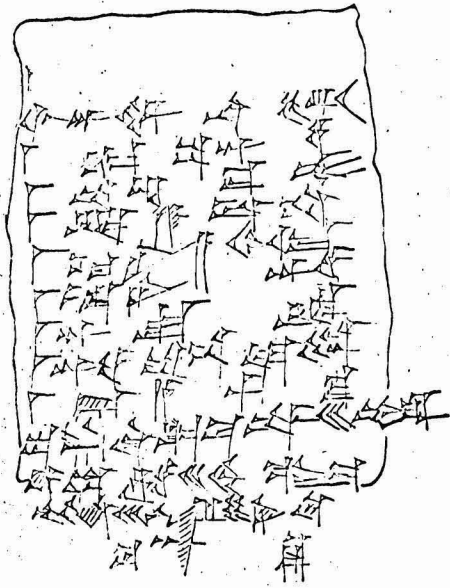
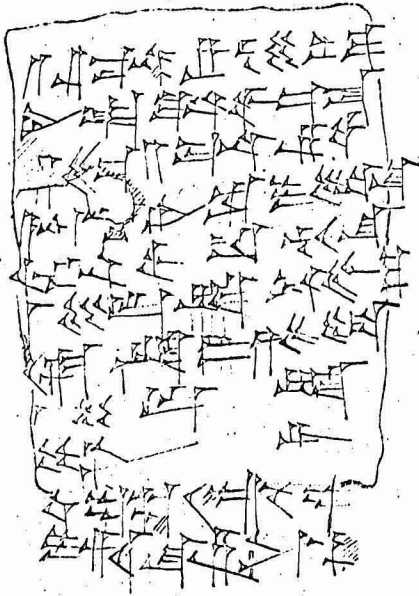
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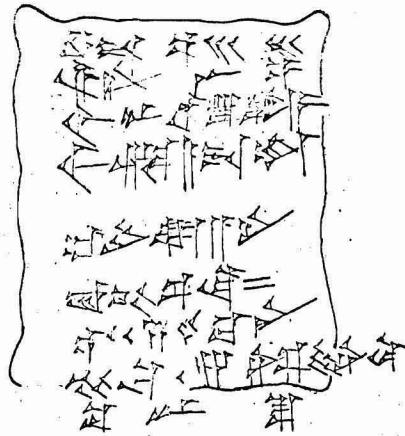
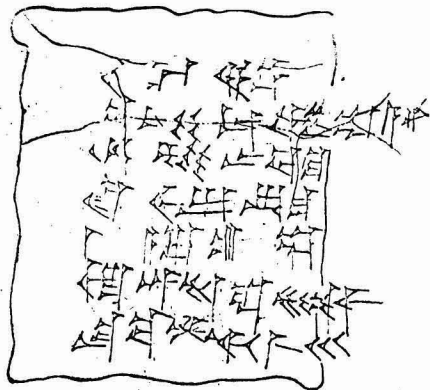
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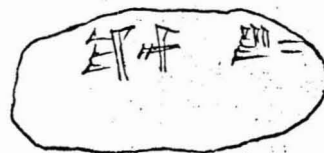
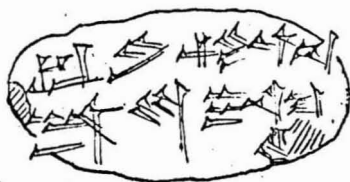
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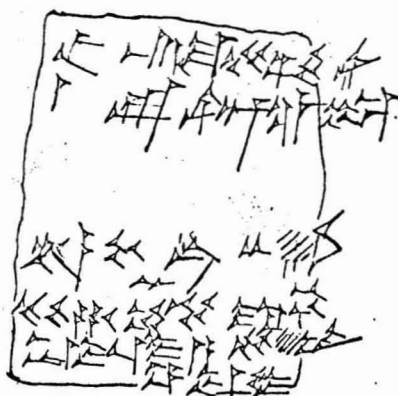
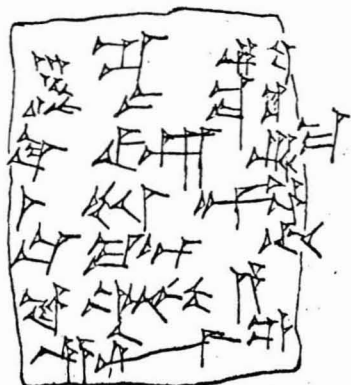
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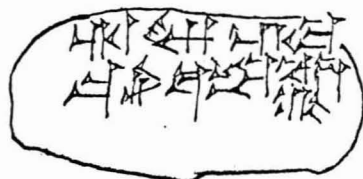
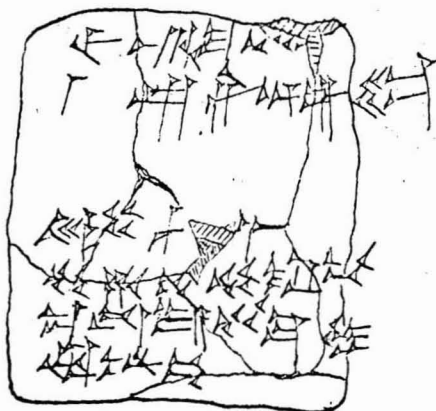
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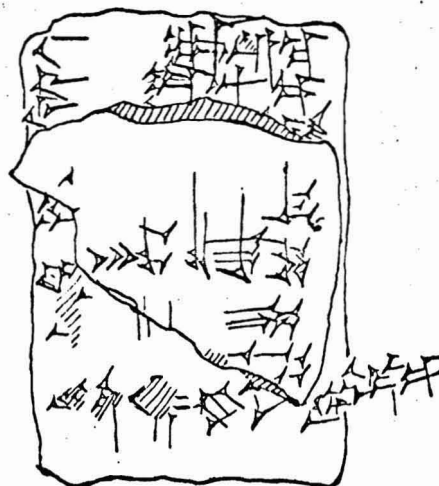
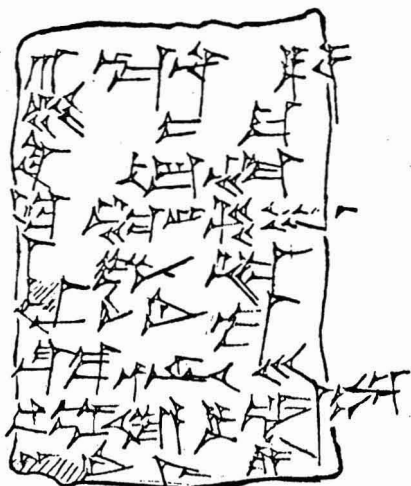
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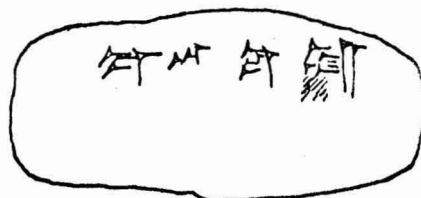
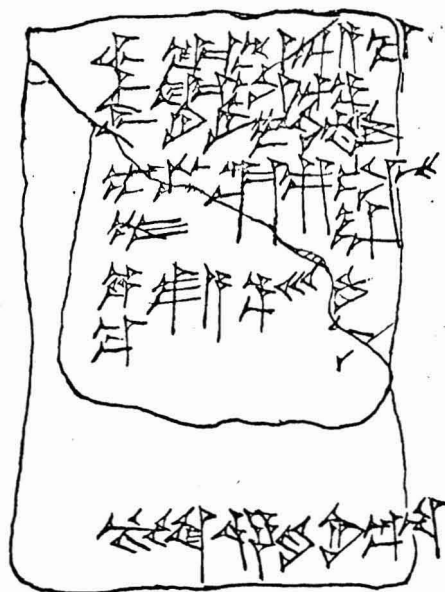
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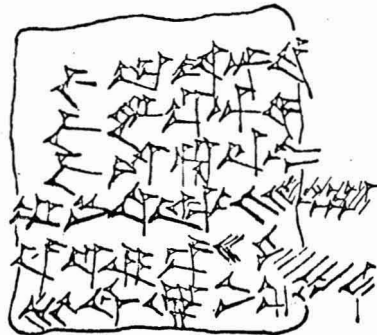
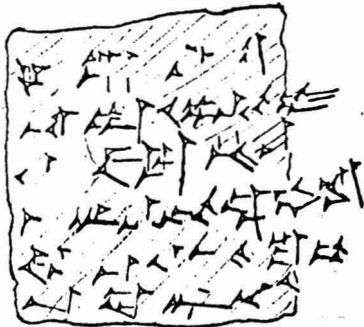
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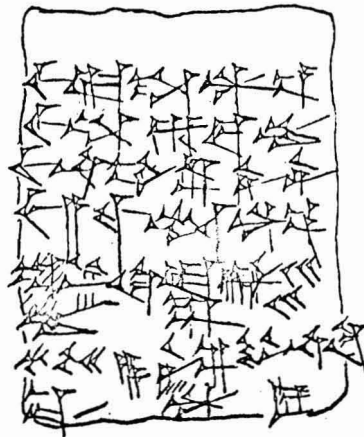
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APPENDIX B

THE HSM TEXTS IN TRANSLITERATION AND TRANSLATION

HSM 7503

TRANSLITERATION

Obv. aš-šum 1/2 ma-na 6 1/2 gfn kū-babbar
ša ana taprēm (NAM TAB-BA) mšī-ip-dsfn
mim-gur-dšamaš i-qf-nu
 MU 10^{KAM} i-li-ik-ma
 5 di-na-am ik-šu-du-d-ma

 18 gfn igi-4-gál ba-ma-at ib-ri-e
mim-gur-dšamaš a-na mšī-ip-dsfn
iš-qf-ul a-na ba-ma-at ib-ri-e
da-a-a-nu a-na ni-iš i-li-im
 10 mim-gur-dšamaš i-di-nu-šu-nu-ma
mšī-ip-dsfn d-ul d-ta-mi-šu
um-ma šu-d-ma a-di Ri-iš-dAdad
a-bu-ka i-la-ka
d-ul -u-ta-am-ma-ka
 15 mRi-iš-dAdad i-na a-la-ki
mim-gur-dšamaš i-ta-ma-ma
ib-ri-a-šu i-pe-ni
d-ul i-ta-ma-ma
 Rev. 18 gfn igi-4-gál kū-babbar
 20 i-ša-qf-al
igi i-bi-dsfn ugula-dam-gār
igi šī-ip-dsfn dumu dšamaš-ba-li-it

25 igi ^dŠin-a-a-ba-aš šeš 1r-^{ra} < >
 igi Ta-ri-ba-tum
 igi ^dŠin-ereš₄
 igi ^dŠin-a-da-làl
 igi Pūzur-^dA-ba
 kišib lā-ki-inim-ma fb-ra-aš
 itu Du₆-kū u₄ 25-kam ba-zal
 30 mu-ki 28 1-si-in-na^{KI}
 ba-an-dab₅

Envelope variants

1. 5 du[lma; om. f?
 11. 6-10 a-na ba-ma-at ib-ri-e
 18 gfn igi-4-gāl kū-babbar
 d-ša-aš-uf-lu-šu
 a-na ba-ma-at ib-ri-e
 m^mIm-gur-^dŠamaš a-na ni-iš i-li-im
 i-ta-ad-nu
 1. 13 []-ka-am
 1. 22 ^dŠamaš-mu-ba-lf-it
 1. 23 1r-ra-x-ka(?)
 1. 28 kišib lā-ki-inim-ma-bi-meš fb-ra-aš

TRANSLATION

As for 1/2 ~~mana~~ 6 1/2 shekels of silver, which, for partnership-capital, Šep-Sin gave on qīntum-terms to Imgur-Šamaš: Ten years went by, and they obtained judgment.

^a-Eighteen and one-fourth shekels, half the (amount on the) sealed document, Imgur-Šamaš weighed out to Šep-Sin.^{-a}

For the (other) half of the (amount on the) sealed document,

^b-the judges admitted Imgur-Šamaš to an oath of a god,^{-b} but Šep-Sin did not have him swear. Thus he (spoke): "Until Riš-Adad your partner (lit. "brother") comes back, I will not

have you swear." When Riš-Adad comes back, Imgur-Šamaš will swear, and will break his sealed document. If he will not swear, eighteen and one-fourth shekels of silver he shall weigh out.

Before Ibbi-Sin, chief of the merchants, before Šep-Sin, son of Šamaš-~~mu~~ ballit, before Sin-aī-abaš, brother of Irra-X, before Taribatum, before Sin-eriš, before Sin-adallal, before Puzur-Aba.

They have impressed the seal of the witness (env. "witnesses).

The month Du₆-kū, the twenty-fifth day, the year twenty-eight (after) Isin was taken.

Variants

- a-a env. "For half the (amount on the) sealed document, he had 18 1/4 shekels of silver weighed out to him."
- b-b env. "They had admitted Imgur-Šamaš to an oath of a god."

BSM 7507

TRANSLITERATION

Obv. 8 1/2 ma-na kù-babbar
 kù nam-tab-ba
 ki ^dšīn-be-el-ap-lim
 ū še-op-^dšīn
 5 ^mU-bar-^dšamaš dumu Ib-ni-ē-a
 ū Ib-na-tum dumu ^dšīn-ereš₄
 šu-ba-an-ti-meš
 u₄ um-mi-a kù al-lá-bé-a
 lá-silim-ma ū lá-gi-na-ta
 10 kù l-lá-e
 Rev. um-mi-a dag-gi (l)-a
 nu-mu-ta-zu-zu
 mu lugal-bi in-pád-dè-eš
 igi ^dšīn-ā-sī-li
 15 dumu Da-da-a
 ^ml-lī-i-din-nam dumu BUR-^dšīn
 ^mpūzur-^dA-ba
 dumu ^dšīn-ereš₄
 ^mwa-qar-a-bu-šu dumu ^dšīn-i-din- nam
 20 ^ml-din-^dšīn dub-sar
 itu Sig₄-a
 mu ki lī l-lī-^{sf}-in^{KI}
 ba-an-dab₅

TRANSLATION

8 1/2 mana silver, silver (which is) partnership capital, from Sin-bel-aplim and Šep-Sin Ubar Šamaš and Ibni-Ea received. On the day when the creditor demands, from the sound

and trustworthy man the silver shall be weighed out. The creditor shall not acknowledge accounts receivable from them. They swore by the name of the king.

Before Sin-usilli son of Dada, Ili-iddinam son of BUR-Sin, Puzur-Aba son of Sin-eriš, Waqar-abušū son of Sin-iddinam, Iddin-Sin the scribe.

The month Sig₄-a, the year eleven (after) Isin was taken.

1. 10 The -ia in line 9 (without preceding ki (i)) excludes an active construction, and makes it necessary to analyze i-lá-e as i.la.e(d), passive.

HSM 7509

TRANSLITERATION

Obv. 1 1/3 ma-na 4 2/3 gín kù-babbar
 nam-tab-ba-še
 ki Še-ep-^dšín
 [ù] ^dšín-d-si-lí
 5 m ^dir-ra-ba-ni
 šu-ba-an-ti
 Rev. igi Ta-ri-ba-tum
 igi Na-bi-^dŠamaš
 igi I-qi-šum
 10 kišib lú-inim-ma-bi-meš íb-ra
 itú Ab-š -a u₄ 3-kam
 mu ki 17 í-si-in^{ki}
 ba-an-dab₅

TRANSLATION

1 1/3 mana 4 2/3 shekels of silver, for partnership-capital, from Šep-Sin and Sin-usilli Irra-bani received.

Before Taribatum, before Nabi-Šamaš, before Iqišum.

The month Ab-š-a, the third day, the year 17 (after) Isin was taken.

HSM 7510

TRANSLITERATION

Obv. 2 ma-na kù-babbar
 kù nam-tab-ba-še (env. om. še)
 ki Ši-ip-dšīn
 ū dšīn-š-sī-el-lī
 5 m^a-lu-d^u-tum
 ū dīr-ra-mu-ša-lim
 šu-ba-an-ti-meš
 itū-da u₄ 30-kam
 L.E: kù ī-lā-e-meš (env. adds lā silim-ma)
 (env. om. meš)
 10 um-ni-a-nu-um ba-ab-tam (env. om. ba-ab-tam)
 Rev. ā-la ī-di-e «meš» (env: dag-gi₄-a nu-mu-un-ta-zu-zu)
 1gi Lā-d^aMa-ma
 1gi dšīn-a-da-lāl
 1gi Lā-d^aMar-tu
 15 kišib lā-inim-ma-a-ni
 itū Gu₄-sī-sā u₄ 21-kam ba-zal
 mu ki 17 ī-sī-in-na^{KI}
 ba-an-dab₅

TRANSLATION

2 mana of silver, silver for partnership capital, from Šep-Sin and Sin-usilli Alum and Irra-mušallim received. In (one) month (?) the thirtieth day, they shall weigh out the silver (env. "the sound man shall weigh out the silver"). The creditor shall not acknowledge accounts receivable from them.

Before Lu-Mama, before Sin-adallal, before Lu-Martu, the seal of his witness.

The month Gu₄-sī-sā, the twenty-first day, the year seventeen (after) Isin was taken.

HSM 7511

TRANSLITERATION

Obv. i-la-ak^m d^dŠin-ū-af-li
a-na alim (URU^{KI}) A-ha-nu-ta
a-na U₄ (ITU?) 30-KAM
 5 ū-ul i-tu-ra-am-ma
ba-lu di-ni ū a-na-tim
 10 ra-na kū-babbar i-lá-e
 mu d^dNanna d^dUtu
 ū d^dRi-im-d^dŠin
 lugal in-pád
 Rev. 10 igi i-bi-d^dŠin ugula-dam-gār
 igi Ši-ir-d^dŠin dumu d^dŠamaš-bal-li-i
 igi Ap-lum dumu i-bi-d^dŠAKAN
 igi Ta-ri-be-tum (env. Ta-ri-ba(?) -tum(?))
 igi d^dAdad-na-ši-ir
 15 igi Im-gur-ē-a (env. Im-gur-ē(?) -a)
 dumu d^dI-šum-a-bi
 igi Ši-li-d^dNIN-a-nim-ma (env. Ši-li-d^dA-nim-ma)
 (env. adds Pūzur-d^dŠamaš)
 igi Ilum-pī-Šin (DINGIR-KA-d^dEN.ZU) (but cf. BIN VII p. 5)
 kišib lú-ki-inim-ma-bi-meš (env. kišib-a-ni fb-ra-aš)
 fb-ra-aš
 itu Du₆-kū a₄ 9-kam
 mu ki 30 i-si-in-na
 ba-an-dab₅

TRANSLATION

Sin-usilli will go to the city Ahanuta. If on the thirtieth day (thirtieth [of the] month?) he has not come back, then without lawsuit or discussion (lit. "word") he shall pay

ten mana of silver. He swore by the names of Nanna, Šamaš, and Rim-Sin the king.

Before Ibbi-Sin, chief of merchants, before Šep-Sin son of Šamaš-nuballit, before Aplum son of Ibbi-^dŠAKAN, [be]fore Taribatum, [be]fore Adad-našir, [be]fore Ingua son of Išum-abi, before Šilli-Animma, before Ilum-pi-Sin (env. adds "before Puzur-Šamaš").

The seals of its witnesses (env. "the seal they have impressed.")

The month Du₆-ki, the ninth day, the year thirty (after) Isin was taken.

Note: Sin-usilli here "posts bond" because of some obligation. Perhaps this has to do with HSM 7555, dated twenty-one days later, recording a debt of 2 1/3 mana to Šep-Sin.

KSM 7514

TRANSLITERATION

Obv. 4 gín kù-babbar
 e-zi-ib pī (KA) ku-nu-[ki] -šu
 ki Ši-in-^dŠin
 ri-iš-^dAdad
 i-nu-[ilma a-na ha-ar-ra-ni (env. []-im)
 [i] -[li-l]-ku-^d
 šu-ba-an-ti
 itu Du₆-kù u₄ 9-kam
 ba-zal
 mu-ki 17-kam i-si-[]
 in-dab₅-dab₅

TRANSLATION

4 shekels of silver, apart from the statement (lit.
 "the mouth") of his tablet, from Šep-Sin Riš-Adad received,
 when they w[e]nt on the expedition.

The month Du₆-kù, the ninth day, the seventeenth year
 (after) Isi[n] was taken.

HSM 7519

TRANSLITERATION

- Obv. 2 1/3 ma-na 3 gfn (env. adds kû-babbar)
 nam-tab-ba
 ki ^dSîn-be-el-ap-li (env. -lim)
 û Še-ep-^dSîn
 5 ^mHi-iš-^dAdad
 û Im-gur-^dŠamaš
 šu-ba-an-ti-eš
u₄-mi um-ma-nû-um
kasnam (KÛ-BABBAR) i-ri-šu-šu-nu-ti
 10 i-na kaskal silim-ma
 Rev. kû-babbar i-lá-e-DÈ
 igi Im-ta-ga-ar-^dSîn
 igi La-a-lum
 igi ^dNanna-BUR.NUN(?)
 15 igi ^dŠamaš-ha-zi-ir
 igi ^dSîn-ereš₄
 igi A-ap-pa-a [. . .] BA(?).TUM(?)
 kišib lû-inim(?) -ma-bi i-fb-ra-aš
 itu Du₆-kû u₄ 9-kam
 20 mu ki 17 i-si-in^{KI}
 in-dab₅-ba

Envelope variants

11. 8-11 u₄ um-mi-a kû-babbar
i-ri-šu-šu-nu-ti
i-na ša-la-am KASKAL-nim(?)
 lû-silim-ma û
 lû-gi-na
 kû i-lá-e

1. 17 om. BA(?).TUM(?)

1. 18 kišib lû-inim-ma-bi-meš fb-ra

TRANSLATION

2 1/3 mana 3 shekels (env. "of silver"), partnership capital, from Sin-bel-aplim and Šep-Sin Riš-Adad and Imgur-Šamaš received. On the day when the creditor demands the silver of them, on the safe completion of the expedition, they shall weigh out the silver (env. "the sound and trustworthy man shall weigh out the silver.").

Before Imtagar-Sin, before Lalum, before Nanna-BUR.NUN(?), before Šamaš-hazir, before Sin-eriš, before Appa [. . .].

They have impressed the seal of its witness (env. "He has impressed the seal/seals of its witnesses.)).

The month Du₆-kū, the ninth day, the year 17
(after) Isin was taken.

HSM 7555

TRANSLITERATION

- Obv. 2 1/3 ma-na kù nam-tab-ba
 ni-ka-sú <na>? wi-iš-na
 𐎶-zi-ib 2 ma-na kù-bal-bar
 a-na la ni-iš i-li-šu
 5 𐎶 na-pi-iš-ti-šu
 𐎶Se-ep-^dSin i-ti-bu-ku
 u-gù ^dSin-d-sf-li
 𐎶Se-ep-^dSin
 in-tuku
 10 u₄-um um-wi-a-nu-um
 i-ri-šu kù i-lá-e
 Rev. igi ^dAdad-na-šir
 𐎶Pūzur-^dŠamaš
 𐎶Ta-ri-ba-tum
 15 𐎶Sin-a-da-lál
 𐎶i-lf-a-nim-ma
 𐎶i-lf-^dŠamaš
 𐎶ilum-pī-Sin (DINGIR.KA.^dEN.ZU)
 𐎶^dŠamaš-ša-ta-ka-li
 20 𐎶E-a-maš-su
 kišib lú-ki-inim-ma-bi-meš ib-ra
 itū Du₆-kù u₄ 30-kam ba-zal-ma
 mu ki 30-kam 1 -si-in^{kl}
 ba-an-dab₅

TRANSLATION

2 1/3 mana of silver, partnership capital: the accounting was short, so that (apart from [the fact that] Šep-Sin had expended 2 mana of silver for^{his} not [having to

take] an oath by his personal god and his life) Sin-usilli owes (it) to Šep-Sin.

Before Adad-našir, Puzur-Šamaš, Taribatum, Sin-adallal, Šilli-Anima, Šilli-Šamaš, Ilum-pi-Sin, Šamaš-ša-takali, Ea-mašsu.

He has impressed the seal(s) of its witnesses.

The month Lu₆-kū, the thirtieth day, the thirtieth year (after) Isin was taken.

BSM 7596

TRANSLITERATION

Obv. 10 gín kû-babbar
e-zi-ib ni-i kunukkišu (DUB-A-NI)
 kû nam-tab-ba-šè
 ki šī-ip-^dšīn
 5 ^mA-lu-ū-um
 ū ^dīr-ra-mu-ša-lim
 šu-ba-an-ti-meš
 Rev. itu-da u₄ 30-kam
 kû ī-lā-e
 10 igi ^dŠamaš-ū-qā-a
 igi ^dšīn-a-da-lāl
 kišib lā-inim-a-ni
 itu Gu₄-si-sā
 u₄ 25-kam ba-zal
 15 mu ki 17 ī-si-in^{KI}
 ba-an-dab₅

TRANSLATION

10 shekels of silver, apart from the statement (lit.
 "the mouth") of his tablet, silver for partnership capital,
 from Šep-Sin Alum and Irra-mušallim received. In (one?)
 month(?), the thirtieth day, the silver shall be weighed out.

Before Šamaš-uqa, before Sin-adallal.

The seal (of) his witness.

The month Gu₄-si-sā, the twenty-fifth day, the year
 17 (after) Isin was taken.

HSM 7601

TRANSLITERATION

Obv. 1 ma-na 3 gín kù-babbar
 nam-tab-ba-ni-šè
 ki ^dšīn-be-lī-ap-lī
 ū šī-ip-^dšīn
 5 m ^dšamaš-ha-zi-ir
 ū ^dšīn-i-din-nam
 šu-ba-an-ti-meš
 ki lú-silim-ma
 L.E. ū lú-gi-na-ta
 10 i-na U₄(?) i-na-ma-ru
 Rev. kù l-lá-e
 igi Ta-ri-ba-tum
 igi ^dšīn-a-da-lál
 igi U-bar-ru-um
 15 igi Ib-ni-ia
 igi Lú-^dMar-tu
 itu Zīz-a
 mu ki 16 l-si-in^{KI}
 ba-an-dab₅

TRANSLATION

1 mana 3 shekels of silver, for his partnership capital, from Sin-beli-apli and Šep-Sin Šamaš-hazir and Sin-idinnam received. From the sound and trustworthy man, on the day(?) they meet, the silver shall be weighed out.

Before Taribatum, before Sin-adallal, before Ubarrum, before Ibnia, before Lu-Martu.

The month Zīz-a, the year 16 (after) Isin was taken.

HSM 7603

TRANSLITERATION

Obv. 13 gfn kû-babbar
 nam-tab-ba
 ki š1-ip-^dsfn
 û ^dsfn-^d-šf-l1
 5 m¹-l1-lu-tû-ul
 šu-ba-an-ti
 itu Zfz-a u₄ 30-kam <<kam>>
 ba-zal

Rev. kû šu-ba-an-ti
 10 itu Sig₄-a-aš
i-na š1-ni-ik e-bu-ri
 še l-^dg-e
 igi l1-ra-ba-ni
 igi ^dsfn-a-da-lâl
 15 igi l1-lf-ereš₄
 U.E. mu 'ki' 17(?) -kam 'l' -si-in
 dab₅-ba

TRANSLATION

13 shekels of silver, partnership capital, from Šep-Sin and Sin-usilli lli-lu¹ received; the month Zfz-a, the thirtieth day.

He received silver: in the month Sig₄-a, at the storing (lit. "heaping") of the harvest, he shall measure out (his payment in) grain.

Before Irra-bani, before Sin-adallal, before lli-eriš.
 The seventeenth(?) year (after) Isin (was) taken.

HSM 7607

TRANSLITERATION

Obv. 5 gín kù-babbar
 nam-tab-ba-šē
 ki Ši-ip-^dSin
^mWarad-^dŠamaš
 5 šu-ba-an-ti
 itu Šu-numun-a
 kù i-lá-e
 Rev. igi ^dSin-mu-pa-hi-ir
^mIb-ni-^dAmurru
 10 itu Še-kin-kud [u₄] [3+x]-kam (env. omits day)
 mu Ha-am-mu-ra-bi lugal
 ma-da la-mu-
 ut-ba-lum
 U.E. []
 15 Ri-im-[]

Envelope variants:

11. 10-15 mu Ha-am-mu-ra-bi lug[al]
 ma-da la-mu-i-ba-lum
 ù lugal-bi
 Ri-im-^dSin
 šu-ni sá bi-du₁₁-ga

TRANSLATION

5 shekels of silver, for partnership capital, from
 Šep-Sin Warad-Šamaš received. (In) the month Šu-numun-a he
 shall weigh out the silver.

Before Sin-mupahhir, Ibni-Amurru.

The month Se-kin-kud, the 3+xth day, the year
"Hammurabi the king . . . the land lamutbal and its king
Rim-Sin which his hand had captured"

HSM 7615

TRANSLITERATION

- Obv. 3 ma-na kù-babbar
 nam-tab-ba
 ki š1-ip-^dš1n
 ù ^dš1n-ú-s[11
 5 m1-din-^dš1n
 ù 1-1f-eroš₄
 šu-ba-an-ti-eš
 u₄um-mi-a kù al-bé-e
 kù 1-lá-o
- L.E. [um]-mi-a dag-⁷g1₄-a
 11 []-ta-zu-zu
- Rev. 1gi pūzur!-^dA-ba
 1gi pūzur!-^dSamaš
 1gi [n]am
 15 ki[š1b]
 f[b]
 itu []
 b[a]
 mu ki 13+x-kam 1-s[1]-in(?) dab₅-ba

Envelope variants

11. 12-18 1gi pūzur-^dA-ba
 1gi pūzur-^dSamaš
 1gi 1-1f-i-din-nam
 kiš1b 1f-inim-ma-bi-meš
 f1b-ra
 itu z1f^a u₄ 30-kam

ba-zal
 mu ki 17-kam 1-si-na
 ba-an-dab₅-dab₅

TRANSLATION

3 mana of silver, partnership capital, from Šep-Sin and Sin-usilli Iddin-Sin and Ili-eriš received. On the day the creditor demands the silver, he shall weigh out the silver (or: "the silver shall be weighed out."). The creditor [shall not] acknowledge accounts receivable from them.

Before Puzur-Aba, before Puzur-Šamaš, before Ili-iddinam.

He has impressed (it is impressed with) the seal(s) of its witnesses.

The month Ziz-a, the thirtieth day, the seventeenth year (after) Isin was taken.

HSM 7616

TRANSLITERATION

Obv. 4 gín kù-babbar
 ta-ad-mi-iq-tum
 ki ši-ip-d^dsin
 m^dsu-bi-la-ga-mil
 5 ù e-te-mu-ra-bi
 šu-ba-an-ti-eš??
 L.E. i-na ša-lam^l barrānim (KASKAL)
 kù i-lá-e
 igi Pūzur-d^dšamaš
 10 igi Im-gur-d^dšamaš
 igi Ta-ri-ba-tum
 kišib lú-ki-inim-bi-eš ib-ra
 itū Du₆-kù u₄ 30-kam
 14 mu ki 18 i-si-in^{KI}
 U.E. ba-an-dab₅

TRANSLATION

4 shekels of silver, a tadmīqtum ("errand") loan, from Šep-Sin Šubila-gamil and Etemu-rabi received. On the safe completion of the expedition, the silver shall be weighed out.

Before Puzur-Šamaš, before Imgur-Šamaš, before Taribatum.

The month Du₆-kù, the thirtieth day, the year 18 (after) Isin was taken.

HSM 7622

TRANSLITERATION

Obv. 1/3 ma-na kù-babbar
 kù nam-tab-ba
 ki Ši-ip-^dŠin
^mŠi-lf-A-ni-ma
 šu-ba-an-ti
~~u₄-um ū-mi-nu~~
 kaspa^m (KÙ-BABBAR) i-ri-šu
 kù i-lá-e

Rev. igi Pūzur-^dŠamaš
 igi Ta-ri-ba-tum
 igi Na-am-ru-i-lf
 igi A-wi-il-^dŠamaš
 kišib lū-ki-inim-bi-eš
 fb-ra-eš
 mu 28 i-si-in-na^{KI}
 ba-an-dab₅

TRANSLATION

1/3 mana of silver, silver (which is) partnership capital, from Šep-Sin Šilli-Animma received. On the day when the creditor demands the silver, the silver shall be weighed out.

Before Puzur-Šamaš, before Taribatum, before Namru-ili, before Awil-Šamaš.

The seals of its witnesses are impressed (or: "They have impressed the seal(s) of its witnesses").

The year 28 (after) Isin was taken.

APPENDIX C

ŠEP-SIN

Leemans (Old-Babylonian Merchant, p. 63) calls attention to the fact that merchants seem to have lived in a particular section of the city, and to have moved in one another's company. On the basis of the witness lists of the fourteen Šep-Sin partnership loans, we may identify five persons as having been in Šep-Sin's circle. These (with the number of times each occurs) are the following:

Taribatum (7)
 Sin-adallal (7)
 Puzur-Aba (5)
 Puzur-Šamaš (5)
 Ili-iddinam (4)

Further, Šep-Sin acted with a partner on eight occasions. These, in chronological order, are as follows:

TABLET	PARTNER	DATE
HSM 7507	Sin-bel-aplim	RS 40/3/-
YOS VIII 67	Sin-bel-aplim	RS 40/3/-
HSM 7601	Sin-bel-aplim	RS 45/11/-
HSM 7603	Sin-usilli	RS 46/-/-
HSM 7510	Sin-usilli	RS 46/2/21
HSM 7519	Sin-bel-aplim	RS 46/7/9
HSM 7509	Sin-usilli	RS 46/11/3
HSM 7615	Sin-usilli	RS 46/11/30

It will be noted that it is not a case of one partner

replacing the other, but of some alternation between the two. It is also of interest that Sin-bel-aplim's name invariably precedes Šep-Sin's, while Sin-usilli's always follows it. We may suggest some kind of senior-junior partnership, not in terms of larger or smaller shares, but in terms of age or rank.

This fits well with other information about the individuals involved. In TCL X 109 (RS 51), a Sin-bel-aplim wakil tankārê and a Šep-Sin are sons of Lû-bappir. It is highly probable that these are the partners of the nam-tab-ba texts, the former being the (elder and?) more eminent of the two.

In regard to Sin-usilli, we may first turn to YOS II 112 and 134. These are letters from Šep-Sin to Dada and Sin-usilli, and have to do with trade. Šep-Sin is giving instructions, which supports the conjecture that he is in some way senior partner to Sin-usilli.

Further, both the listing of Dada before Sin-usilli in the opening lines of both letters, and the phrases kila <lu>kunu atta u Sin-usilli (YOS II 112:10) and atta u Sin-usilli (YOS II 112:40) indicate that Dada is the more important of the two. Thus it is of significance that Sin-usilli is listed as son of Dada among the witnesses to RSM 7507, a nam-tab-ba loan contract of Sin-bel-aplim and Šep-Sin from RS 40.

We can with some confidence, then, assume of the principals in the nam-tab-ba texts that Sin-bel-aplim and Šep-Sin were sons of Lû-bappir, Sin-bel-aplim being the more prominent; and that Sin-usilli, a "junior partner", was the son of Dada.

As to the duration of these partnerships, we may note that Sin-bel-aplim does not join Šep-Sin in RS 57 in attempt-

ting to collect (HSM 7503) the balance of a loan made by them both in RS 46 (HSM 7519 and 7514). The latest dealings attested between Šep-Sin and Sin-usilli are in RS 59 (HSM 7555).

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