Biblical Correspondences with Nuzi Akkadian

Robert J. Ream

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Abstract
Some thirty-five years have elapsed since the late Dr. Edward Chiera began the excavations at Yorghan Tepe in Iraq, excavations which have produced a wealth of information concerning Hurrian social, economic and legal customs as they existed in the little town of Nuzi in the heart of the Mittanian Empire during the middle of the second millennium B.C.E. And, as Dr. Chiera began almost immediately to publish texts of various types from among the thousands of clay tablets there retrieved, it soon became evident that, from among the different aspects of culture reflected in these documents, there were frequent and provocative elements similar to elements in Hebrew culture, especially of the patriarchal period.

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Biblical Correspondences With Nuzi Akkadian

by

Robert J. Ream

Submitted in partial fulfilment of the requirements
for the degree of
Doctor of Philosophy

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This dissertation entitled

Biblical Correspondences With Nuzi Akkadian

by

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Candidate for the degree of

Doctor of Philosophy

has been read and approved by

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In an effort such as this it is of course obvious that assistance and guidance were necessary at many places along the way. Although my first experiences with this branch of cuneiform studies were with Professor Cyrus H. Gordon, it was under Dr. Ephraim A. Speiser that a firmer grasp of Nuzian studies was achieved. It was also under Dr. Speiser that the re-evaluation of the various Nuzi parallels was suggested and begun. However, most of the work was continued under the able guidance of Dr. Moshe Held, whose many valuable criticisms and suggestions have enabled a degree of success in the present investigation that otherwise could not have been attained. Nor may I fail to mention the patience and perseverance of my wife, without whose faithful labors at the typewriter this work would never have reached its present state. And, finally, it goes without saying that the blemishes and errors that remain are entirely my own.
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CHAPTER I

Hebrew-Hurrian Culture Contacts

Some thirty-five years have elapsed since the late Dr. Edward Chiera began the excavations at Yorghan Tepe in Iraq,1 excavations which have produced a wealth of information concerning Hurrian social, economic and legal customs as they existed in the little town of Nuzi2 in the heart of the Mittanian Empire during the middle of the second millenium B.C.E. And, as Dr. Chiera began almost immediately to publish texts of various types from among the thousands of clay tablets there retrieved,3 it soon became evident


2 Yorghan Tepe and ancient Nuzi are the same (cf. Starr, p. 25). Although early publications used the name "Nuzi" in reference to the ancient Hurrian town uncovered at Yorghan Tepe, some later publications employ the form "Nuzu" perhaps following C. H. Gordon's contention (Orientalia VII, [1938], p. 32, n. 2) that "Nuzu" is the Akkadian nominative form of which "Nuzi" is the genitive. However, Speiser has clearly shown (JAOS LXXV, [1955], pp. 52-55) that to claim "Nuzu" and "Nuzi" are forms of a non-Akkadian proper name declined according to Akkadian rules is inaccurate. Rather, "Nuzu" is itself an apocopated Hurrian genitive . . . ." (p. 55). As for the form "Nuzi" it is probably a representative of a Hurrian, instead of an Akkadian, noun class ending in /i from which adjectives ending in -he or -he are formed (cf. HSS XIV 248, 5 for the form Nu-zu-he) following the pattern "ašti 'wife' aštuhhe 'female'" (pp. 54 f.). See also Speiser, IH, § 62, pp. 51 f.

3 Some 4000 tablets were uncovered at Nuzi though not all of the nearly 3000 published came from the excavations begun in 1925. After the excavating of Yorghan Tepe it was seen that a few cuneiform tablets that had been published previously belonged to the corpus of documents from Nuzi. Those published to date are: CT, #21; OLZ, (1902), 245; VAS, I 106-110; RA XXIII, (1926), pp. 46-161, Nos. 1-82; RA XXXVI, (1939), pp. 113-223; TCL IX, (1926), 1-46; N I-VI; HSS V, IX, X XIII-XVI; AASOR XVI; and four tablets in JAOS LV, (1935), plates IV, V following page 431; three tablets in ZA XLVIII, (1944), pp. 166, 172 and 183; and eight tablets in RA XXVIII, (1931), pp. 27 ff. See also AJSL XLVII, (1931), pp. 281-286.
that, from among the different aspects of culture reflected in these documents, there were frequent and provocative elements similar to elements in Hebrew culture, especially of the patriarchal period. Consequently, from among the seemingly endless flow of publications that began as the tablets from Nuzi were published, there were not a few that were quick to point out these similarities though it must be admitted that not all of those suggested can be considered established. What is tacitly assumed in most of these attempts at pointing out Nuzi "parallels" but to which little, or at least adequate, effort is given to establish, is the necessity of a contact of Hebrew culture either with Hurrian culture itself or an


5 In the literature concerning biblical and Nuzian similarities the term "parallel" is apparently synonymous, though perhaps not always so, with what is here called "historical correspondence" (see below, p. 3). Anthropologically speaking (following Linton, The Study of Man, [New York, London, 1936], p. 369) "parallelism" is somewhat different. In Anthropology "parallelism" is that phenomenon resulting from two societies, in the more or less remote past, having received a common element or produced the same element and then developed it along similar lines. Somewhat similarly Kroeber, Anthropology, (New York, 1948), p. 539: "Parallel developments are supposed to grow spontaneously out of human nature . . . ." He then uses syllabic writing, which has been "repeatedly and independently evolved," as an example. Yet he voices his skepticism of satisfactorily establishing most cultural parallels because, as he says, they rest "in a more or less amateur psychology;" (p. 540). In some respects then "parallelism" is similar to "convergence" (see below, p. 3).
intermediary, and a contact of sufficient intensity and length to allow for an influence strong enough to result in the transference of certain cultural elements.\(^6\)

In a study, then, which professes to deal with correspondences evident in two diverse cultures it should be made clear from the outset just what the nature of these correspondences is felt to be. Thus, are these similarities, which are exhibited by the two cultures, merely phenomenological, that is, like phenomena or traits that have been developed independently in two different cultures\(^7\) or are they historical, historical in the sense that they offer examples of culture diffusion\(^8\) based on acculturative events\(^9\) of the


\(^7\) I.e., "parallelism" (see above, p. 2, n. 5) or "convergence." Cf. Linton, p. 368, and Franz Boas, Race, Language and Culture, (New York, 1940), pp. 298 f. on "convergence." Kroeber, p. 540, further points out in conformity to the etymology of the word "convergence" that such traits "... are things that start out differently and subsequently assimilate." His example is the independent invention of the zero by the Babylonians, Mayas, and Hindus of which he says, "... the antecedents, forms, and contexts of these three zeros remained quite diverse. It is only in their concept and function that the three zeros became alike."

For a brief recognition of the possibility of parallelism in relation to Hebrew and Hurrian cultures see de Vaux, RB LVI, (1949), pp. 24 f.

\(^8\) Melville J. Herskovits in Acculturation, (New York, 1938), pp. 13 ff., considers diffusion "the process by which culture spreads in space," and Linton, p. 324, who devotes an excellent chapter to the discussion of diffusion, defines it as the "... transfer of culture elements from one society to another ... ."

\(^9\) As to this term "acculturation," sometimes it is synonymous with the expression "culture-contact." Herskovits, pp. 14 f., and Linton, p. 335, at least agree that acculturation represents that aspect of culture transmission which takes place over a continuous and extended period of contact. Herskovits, loc. cit., further restricts acculturation "... to those situations of contact over which there is historical control." Kroeber, p. 425, in his discussion of acculturation agrees with its relation to history.
past which lend themselves to historical control? When put in these terms, then, it becomes evident that as far as interest and significance are concerned historical correspondences are the most important as has been assumed in those correspondences that have been offered between the Hebrew Bible and the Nuzi documents. But having said this it becomes necessary, then, to indicate the means whereby these two types of correspondences may be distinguished since they do exist side by side. For instance, among the sociological borrowings of the early Hebrews from the Hurrians one certainly could not list marriage simply because it is found in both cultures, for marriage is one of those ethnic occurrences having universal prevalence and existing as a solution to a problem which is found among mankind everywhere. Nor can the contention be supported by going further and pointing out that marriage in both of these cultures is polygamous for again the similarities are of too general a nature to establish cultural borrowing. And

"In fact" he says, " . . . a large part of all history the world over, . . . deals ultimately with the results of intercultural influencing—that is, acculturation."

Herskovits in his later work Man and His Works, (New York, 1948), p. 525, presented this nice distinction between diffusion and acculturation: diffusion is "achieved cultural transmission" whereas acculturation is "the study of cultural transmission in process." (Italics his.) In this respect, then, the Hebrew-Hurrian correspondences are not only examples of diffusion—achieved cultural transmission—but at the same time examples of acculturation because not only can they be shown from history to have been in contact at the same time and place but both have left documentary evidence behind that can be compared and evaluated.

10 What are here called "historical correspondences" Kroeber, pp. 312 ff. and p. 321, calls "systemic patterns." These he defines as " . . . blocks or pieces of culture . . . sharing a content that is of common origin and is arranged in a common pattern persistent enough to be recognizable for a long time, even after direct historical record of community of origin has been lost."

11 This, of course, has reference to marriage per se, as an institution. Whether or not certain aspects of this institution, as displayed in both cultures, evidence historical correspondence is another question entirely.
this is due to the fact that marriage is, as Franz Boas puts it, one of "... those cases in which a certain problem confronting man may be solved by a limited number of methods only." Consequently with methods limited repetition is bound to occur and that independently. Thus correspondences of this type are of too general or universal a nature to command attention so that the behavior patterns sought for should be of a more distinctive type. Care, then, must be taken to sift out those correspondences which are of a general or universal nature and those which remain must be scrutinized for less obvious cases of parallelism or convergence.

Having excluded universals, then, still when considering two dissimilar societal groups such as the patriarchal Hebrews and the Hurrians of Nuzi which, out of the whole culture-complex which each possesses, exhibit striking similarities in certain areas, it must be said that by itself a catalog of like traits is inadequate for demonstrating historical correspondences. This is so because although not all traits of a similar nature existing in different societies are easily determined as examples of convergence or parallelism yet that possibility must always be admitted and more so if historical contact or its evidence is lacking. Thus, the pyramidal structures of early Egypt and Mexico, for instance, in their architectural form present a resemblance that is surprising, and yet these structures possess enough uniqueness so as not to be classed with marriage in being universal. But though similar in form they

12 Boas, p. 287. The various methods as far as marriage goes are monogamy, polygyny, polyandry, and a combination of polygyny and polyandry or many men marrying many women.

13 Boas, p. 254: "It is not a safe method to assume that all analogous cultural phenomena must be historically related. It is necessary to demand in every case proof of the historical relation, which should be the more rigid the less evidence there is of actual recent or early contact."

14 "In practice, usually, too much attention need not be paid to the distinction between parallels and convergences. In some situations, both may enter ... In more cases, knowledge is too scant to allow of distinction." Kroeber, p. 540.
were different in purpose for the Egyptian structure served as a tomb while the Mexican served as an altar platform or temple. However, this disparity of purpose though important would not completely rule out borrowing for the receiving group may only take those parts of a total complex which are of utilitarian value to it while at the same time reinterpreting them in the light of their own existing values and attitudes. In other words they may borrow the form but suit it to their own purpose. And yet, in spite of this, one still senses incompatibility with historical correspondence in this case concerning Egyptian and Mexican architecture, and that rightly so because of two very important factors which prove to be necessary ingredients if correspondences are to be shown to be historical and not examples of convergence. These factors are time and space. Both a geographical and a chronological connection, then, either immediate or mediate, must be found before certainty of actual borrowing can safely be accepted. Hence, before the Hebrew-Hurrian correspondences can be shown to be historical there must be a simultaneous contact, geographically and temporally speaking, either between the Hebrews and the Hurrians themselves or an intervening culture. That is to say, either the early Hebrews came into contact with the Hurrians themselves, or into contact with a culture that had previously been influenced by the Hurrians even to the point of borrowing certain cultural elements from them. Thus, in dissimilar cultures, to like traits, which are distinctive enough to pass beyond mere generality or universality, the further requirements of

15 Linton, pp. 338-345 has an extended discussion of this problem along with others related to the nature and cause of diffusion.

16 Cf. the discussion by Boas, pp. 252 ff., pointing out the necessity of geographical and temporal relationships. See also Sapir's excellent discussion of the diffusion of culture elements in his paper (first published 1916) "Time Perspective in Aboriginal American Culture: A Study in Method" as republished in Selected Writings of Edward Sapir, ed. David Mandelbaum, (Berkeley and Los Angeles, 1949), pp. 410 ff.

For a brief consideration of these factors in relation to cultural borrowings found with the Israelites see Millar Burrows, "The Basis of Israelite Marriage," AOS XV, (New Haven, 1938), p. 6.
geographical and chronological factors must be present for correspondences to be of any historical significance.

This being the case, then, it becomes necessary to consider any indications, other than the suggested correspondences, of Hurrian influence or possible influence on Hebrew culture itself, or an intermediary—indications which display the required geographical and chronological factors. Now indications to this effect do occur and may be grouped for convenience into two categories, extrabiblical and biblical, and considered in this order.

In looking, first, at the extrabiblical grounds for a Hebrew-Hurrian contact at least four, and possibly five, indications may be viewed as comprising this category: (1) "Hurru"—the Egyptian name of Syro-Palestine (Dyns. 18-20); (2) Palestinian place names; (3) personal names from Ta'annak, Amarna, Ugarit and Alalah; (4) Har- ran within Hurrian dominance, and (5) ethnic movements during the second millennium.

1. "Hurru"—the Egyptian name of Syro-Palestine (Dyns. 18-20)

W. Max Müller in his excellent book Asien und Europa nach alt-, (Leipzig, 1893), has perhaps the first and most complete discussion of the Egyptian designation of Syro-Pales­tine in New Kingdom times. Here, in the beginning of his discus­sion (p. 149), he points out that b-r is the Egyptian name for Syro-Palestine as early as the time of Seti I although

17 Although it is to be normalized as h-r since it is an example of that phenomenon of Egyptian orthography called "group-writing." (Cf. Gardiner, Egyptian Grammar, [London, 1950], p. 480, M for h' = h and p. 460, E for rw = r.) Also Gardiner states, # 60, p. 52) that group writings are found "... especially often in foreign words or etymologically obscure names, e.g. ... a foreign land ... a man's name." For h-r in a proper name see below p. 9.

18 Müller, pp. 137, 149. J. A. Wilson, The Culture of Ancient Egypt, (Chicago, 1951), p. 320 gives the date of Seti I as 1302-1290 B.C. (19th Dyn.). Further datings of Egyptian kings will be taken from Wilson.
it can be shown to have occurred earlier. Though Müller vocalized h-r as ha-ru the prevalence of Hurrian influence in Palestine and Syria at this time points strongly in the direction of the pronunciation hu-ru.

H-r, at first, was a designation of a province having reference to southwest Palestine but later, under Rameses III (1195-1164), it came to designate the middle Syrian provinces, and finally, in Ptolemaic times, became the general designation for all Syria.

19 Max Burchardt, Die Altkanaanitischen Fremdworte und Eigennamen im Aegyptischen, I-II, (Leipzig, 1909-10), II, p. 38, #72, lists several occurrences of h-r mostly from the 19th and 20th Dyns. but one, Louvre C 202, he places in the 18th Dyn. and two others, coming from Vol. IV, 665, 712 (Urkunden der 18. Dynastie) of Stein-dorf's Urkunden des Aegyptischen Altertums, (Leipzig, 1903 ff.), are of course, also of Dyn. 18 (1570-1305 B.C.E.; Wilson, p. 320).

Müller, himself, knew of its existence in the 18th Dyn.; see his remarks on h-r on p. 150.

20 Albright, The Vocalization of the Egyptian Syllabic Orthography, (New Haven, 1934), p. 54, XIII, A 6, is undoubtedly correct in his vocalization of as Hu-ru since, as he shows, Hit. Hur-., Mitannian Hurw-, Amarna p(i,a)huru(a) for , Heb. יי and Gk. Xoppoi all indicate that at least the middle vowel was u.

Additional confirmation that H-r is the name *Hurru, "Hurru-land," could possibly be found in the occurrence of such Hurrian names as Akitesup, Ariya, Akiya, Giluhepa, Urhiya, Arišenii, and Tillatešup in Egyptian as early as the 18th Dyn. (Albright, p. 33, III, A 5; p. 34, III, A 16 and III, A 19; p. 41, VII, A 8; p. 54, XIII, B 1; p. 63, XIX, D 2 and XIX, D 6.) Of course it is also possible that these individuals came from elsewhere and yet in light of the cumulative evidence of Hurrian inhabittance in Syro-Palestine the probability of their Syro-Palestinian provenance cannot be completely rejected.


22 Müller, p. 150.

23 Müller, p. 150. Further indication that h-r was a place name is found in the gentilic construction (masc. and fem.) of
Aside from its geographical extent ḫ-r, further occurs in Egyptian annals as the source of prisoners, booty, such as amphorae and bows, and of natural products like wine, all of which—though not of necessity—could nicely be obtained in Palestine. Thus, we may follow Müller (p. 155) when he says "... wir im allgemeinen ḫa-ru mit dem Begriff des israelitischen Palästina unter Einschluss der Küste gleichsetzen dürfen, ..."

In conjunction with Egyptian ḫ-r, "Ḫurru-land," the Amarna expressions p(i,a)ḫuru(a) may be considered since they do not fit into either the Akkadian or Canaanite linguistic picture. And there can be little doubt of their relationship when it is seen that p(i,a)ḫuru(a) is the Akkadian equivalent of ḫ-r.

Egyptian ḫrwy and ḫrwyt which begin in the 18th Dyn. (see Burchardt, II, p. 38, nos. 733 and 734), and the Amarna expression p(i,a)ḫuru-(a), "The Syrian" (see below, p. 9).

Spiegelberg, OLZ IX, (1906), cols. 106 ff., suggested that the Gk. designation of Syria as Κοιλή Συρία, Coelesyria, is derivable from an earlier expression "Ḫ-r-Syria" since Egyptian ḫ can become κ in Gk., and the interchange of r and l is frequent. Yet it may also be possible that κοιλή "hollow" is not so much a phonetic derivative of ḫ-r as a semantic derivation based on a false etymology of ḫ assuming it to be Semitic and thus meaning "hole."

24 Müller, pp. 151 and 155. Cf. also Täuler, p. 119.

25 Found in EA 57:6, [10]; 117:61; 122:31; 123:13, 34; 132:47; 189:16 ff.; 190:2; 207:17; 208:11. Since the Amarna tablets (see below, pp. 14 ff) come from the reigns of Amenophis III (1408-1372 B.C.E.) and Amenophis IV (1372-1354 B.C.E.) the chronological occurrence of these expressions—being 18th Dyn.—coincides nicely with that of ḫ-r.


Ranke, p. 17, n. 1 compares the Babylonian personal name Puhḫuru and on p. 48 compares Gk. Κοιλή as does Spiegelberg, OLZ IX, (1906), col. 108.
which is little more than ḫr, with the definite article ʾ. In view of this, then, and the significance of Egyptian ḫr, Amarna pahuru, and its equivalents, are thus phonetic approximations of ḫr whose meaning, as Ranke has pointed out, can hardly be anything other than "the Syrian." 27 Thus Amarna p(i,a)huru(a) will serve to support ḫr in the role of a designation for Syro-Palestine.

2. Palestinian Place Names

As early as 1906 Eduard Meyer recognized the possibility of seeing Horite influence on pre-Israelite Palestine in the animal names used for the designation of several towns. In *Israeliten und ihre Nachbarstämme*, (Halle, 1906), p. 308 he had pointed out the rather frequent usage of animal names for family names among the Horites and Midianites. In view of this and realizing also that Horites existed in pre-Israelite Palestine he stated that "... considering that the tribal names of the Horites are rather frequently derived from animals, it is not without significance that, from the Palestinian place names formed from animals names, at least Ayalon (deer) and Sorca (hornet), in Amarna letter 173, and several ḫOphras (gazelle) of Thutmosis III ... are shown as pre-Israelitic and consequently Horite." 28

With this Speiser in AASOR VI, (p. 81), is in agreement, though not without reservation, adding that remarkably enough it is just the gazelle and deer which "figure most prominently on the seal

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27 Ranke, pp. 15, 17. If Otto Weber (*EA*, p. 1122, note on 57:6) is correct then all the Amarna references are to the same person and this may not be unlikely since mPuhuri/u in 189:16 ff. (and probably 190:2 also) is an LuRB of Pharaoh.

28 "... ist es angesichts der ziemlich vielen von Tieren abgeleiteten Stammnamen der Choriter nicht ohne Wert, dass von den aus Tiernamen gebildeten Ortsnamen Palästinas wenigstens Ajalon (Hirsch) und Sorca (Hornisse) im Amarnabrief 173, und mehrere ḫOphras (Gazellenkuh) bei Thutmosis III ... als vorisraelitisch, mithin choritisch, erweisen sind." *Die Israeliten und ihre Nachbarstämme*, p. 345.
impressions of the tablets from Nuzi." Yet true as this is there are other factors in relation to the seals of Nuzi which seem to preclude a relationship with certain Palestinian place names. That is to say, if this prevalent motif of Nuzian seals should in itself prove to have been borrowed then the relationship between animal names among the Hurrians of Palestine (assuming them to be not too unlike the Hurrians of Nuzi, culturally speaking) and the names of the Canaanite towns previously mentioned may become tenuous enough to lack significance.

In her very thorough discussion of over a thousand Nuzian seal impressions E. Porada, in regards to Syrian influence on Mitannian glyptic art, refers to Frankfort, who pointed out, that the source of the motif of antelopes flanking a "tree," to fulfill a desire for symmetry in Mitannian seals, is Syria. Porada, herself, after some discussion, concludes that "... the Common Style of Mitanni in Nuzi appears to be based on those provincial glyptic groups (principally the Syro-Cappadocian) which formerly had been produced in the area of its distribution. In fact some of the Common Style designs merely present a Syro-Cappadocian scene trans-

29 Even a cursory perusal of the photographs of the 1011 Nuzi seal impressions, plates I-L, in E. Porada's Seal Impressions of Nuzi, AASOR XXIV, (1944-45), indicates that of the ancillary motifs one of the most prevalent is characterized by antelope and gazelle-like animals.


31 Also a predominant feature of Nuzian glyptic art. Cf. Porada, p. 108.

32 Porada, pp. 103 f. She also notes on p. 104, n. 216 that originally this motif was Sumerian and was merely revived by Syria and Mitanni. Cf. also W. F. Albright, "The Horites in Palestine," p. 19 in From the Pyramids to , ed. Lewis Gaston Leary, (New York, 1935).
lated into the drill technique of Mitanni."

Also as to her "Elaborate Style" she says that "Here also Syrian and Kassite influence is manifested in outright copies of examples from these sources." If, then, the predominant features of Mitannian glyptic art—that of antelopes or gazelle-like animals—proves to be really an influence of Syria on the Hurrians then its relationship to the names of certain Canaanite towns may not be too significant. In fact it might be proper to suggest that animal names among the Palestinian Hurrians is due to Syrian influence.

Yet, before conclusions be reached too hastily, other factors relating to Palestinian places names ought to be considered. Thus, in speaking of glyptic motifs as emanating from Syria no doubt the significance of the term "Syria" cannot be exhausted by viewing it only from a geographical standpoint for certainly it can also carry with it cultural undertones. Consequently, the cultural composition of Syria should become a matter of concern just as to whether its dominant characteristics were Semitic or not. This, in turn, then, would open the possibility of a non-Semitic influence issuing from Syria though perhaps couched in a later Semitic framework as the vehicle of transmission. Now early Hittite influence in Palestine, for instance, is reflected in the legal background of Genesis 23 (Abraham's purchase of Machpelah), and Hurrian influence (both onomastic and archaeological) in Syria present possible sugges-

33 Porada, p. 106. Cf. also A. Götze, Hethiter, Churrriter und Assyrer, (Oslo, 1936), pp. 91 f.

34 For the definitions of Porada's Common and Elaborate Styles see op. cit., p. 12.


36 As demonstrated by M. R. Lehmann, BASOR CXXIX, (1953), pp. 15 ff.

37 So Gustavs ZDPV L, (1927), pp. 14 ff. Cf. here also Ungnad, Kulturfragen I 8, and Speiser (Mesop. Origins, [Phila., 1930], p. 135): "... it is, of course, quite possible that Hattic and
tions as to the identity of early non-Semitic cultures which might have served as a source for such a glyptic motif—a motif that could have been later passed on to incoming Semites who in turn could have transmitted it to the Mitannians of a later day. However, this must remain but a possibility for its investigation would lead too far afield.

There is yet one other factor in relation to Palestinian toponyms such as Ophra and Ayyalon, bearing animal names, which Meyer would see as a result of Hurrian interest in animal names. And that is that on the analogy of the results of known instances where one culture or civilization has been superimposed on another, and older place names are detectable through the later linguistic garments, it would seem to be a better procedure to sift Syro-Palestinian place names for just such Hurrian designations, clothed in Hurrian linguistic garb, instead of completely relying on a few names due perhaps to Semitized Hurrians. But here, again, the path leads too far afield. Thus, though there is possible indication of Hurrian influence on Palestinian toponymy it remains to be established on firmer ground.

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Hurrian settlements were to be found side by side in the Palestine of the third millennium, just as must be assumed for eastern Anatolia (and perhaps the northernmost section of Syria) a number of centuries later." And op. cit., p. 147 where he feels it is justifiable to consider the Hurrians as part of Palestine's pre-Semitic population.

The predominance of Hurrian names at Alalah, even in the 18th century (cf. Wiseman, The Alalakh Tablets, [London, 1953], pp. 9 f. and below, pp. 18 ff.), would lend itself to this view.

38 Noth's discussion of the population of Syro-Palestine in the 2nd millennium (ZDPV LXV, [1942], pp. 9-67; especially pp. 32 f.) in light of the names in the Achtungstexte from Egypt, Bauer's "East Canaanite" names and the names from Ugarit indicates an influx of Semitic speaking peoples who at least became rulers somewhere around 1900 B.C.E.

39 Amarna place names Tunip and Nuhashe present possible Hurrian influence in city and geographical names. See below, p. 15, n. 56 and p. 16.
3. Personal Names from Ta\textsuperscript{c}annak, Amarna, Ugarit and Alalah

During the years 1902-04 Tell Ta\textsuperscript{c}annak in northern Palestine was excavated by Ernst Sellin.\textsuperscript{40} Coming from these excavations are a number of clay tablets most of which are letters, however, there also exist several lists of names. Gustavs, who has discussed these names at length,\textsuperscript{41} dates them in Amarna times\textsuperscript{42} though Albright would date them earlier either during the time of Amenophis I or Thutmose I.\textsuperscript{43} Gustavs also points out that in relation to all the names there retrieved, the percentage of Hurrian names—he uses the term subarian—is high being from 1/10 to 1/7,\textsuperscript{44} and from this he concludes that the bearers of these names were not merely venturesome immigrants but rather citizens, although of foreign extract, with equal rights as those of the basic stratum of population, the Canaanites.

Among the familiar Hurrian names found there as Akiya,\textsuperscript{45} Taku, and Gulitesub, the name written IR-hi-ba perhaps might also be listed. Thus if the logogram IR, "slave," is to be read Puti, the

\textsuperscript{40} For Sellin's Fundberichte on the Ta\textsuperscript{c}annak tablets cf. the Denkschriften d. Kaiserl. Akad. d. Wissensch., philos.-histor. Klasse, Bd. 50, Wien 1904.

\textsuperscript{41} Gustavs, "Die Personennamen in den Tontafeln von Tell Ta\textsuperscript{c}annak," ZDPV L, (1927), pp. 1-18.

\textsuperscript{42} Gustavs, p. 2.

\textsuperscript{43} JPOS II, (1922), p. 132; ZA LXII, (1927), p. 64; although in BASOR XCIV, (1944), pp. 12 f. he claims a 15th Cent. date.

\textsuperscript{44} Gustavs, p. 13. And note Speiser, Mesop. Origins, p. 133 where he feels it probable that the same ratio may hold for other Palestinian districts as well.

\textsuperscript{45} Ya is a hypocoristic element (Ungnad, BA VI, 5, p. 10)—in this case for Tešub as, for instance, A-kit-d\textsuperscript{up} (KBo I, 31) and other names would indicate. See also Speiser, op. cit., p. 124, n. 18. Cf. also Maisler, JPOS X, (1930), p. 189.
Hurrian equivalent, then the resultant name was "Puti-hi-ba" and, as Gustavs suggests, may indicate that Hurrian was still spoken in Palestine at that time. It is also possible though that IR represents Cabdi which in turn would indicate a Canaanite name exhibiting a Hurrian goddess included in the Canaanite pantheon. If this be the more probable explanation then an amalgamation of the two cultures is seen that has progressed sufficiently enough to give the Canaanites a new deity in their pantheon. It might also indicate that at the time of borrowing the greater prestige was with the donor group, the Hurrians. On the other hand, though, it could also show a Semitized Hurrian who, still worshipping his native deity, has accepted the Canaanite term for slave or worshipper. In this case the greater prestige and cultural force would lie with the Canaanites. At any rate these Hurrian names from northern Palestine around the time of the Amarna tablets coincide nicely with the Egyptian name for Syro-Palestine just discussed.

Turning to the array of personal names found in the Amarna documents, reflecting, to a degree, the ethnic composition of Palestine from around 1400 B.C.E. to 1350 B.C.E., a small number of Hurrian names may be noted. Yet, small as the number might be, 47

46 Gustavs, p. 10. See below n. 47. On the probability that the name Hebat was not of Hurrian origin see IH p. 41 and n. 91.


48 The approximate dates of Amenophis III and IV during whose reigns the Amarna tablets were written. See EA, p. 26; and Wilson, op. cit., p. 320 for the dates of Amenophis III and IV.

49 Of the perhaps fourteen names (Hurrian) listed in EA, pp. 1556 ff. only about five (IR-hi-ba 286:2, 7, 61 et. al.; Akiya 30:3; Akizzi 52:2; 53:2; 55:2; 57:2; [Hat]ihutišupa 58:2 and Tagi 249:8; 264:2 et. al.) are of real value in exhibiting Hurrians settled in Palestine or Syria. The others such as Akitešub (EA 29:173; 24,
their very existence is not only a substantiatory complement to other onomastic indications relative to this same era but are of a nature that suggests that the individuals bearing them may be representatives of the fringe-area of Hurrian culture since the geographical center lay more to the west and north. Thus IR-hiba, ruler of Jerusalem, possesses a name which viewed solely from the standpoint of its cuneiform orthography could either be completely Hurrian or partially Hurrian and partially Semitic. However, it may be, though not conclusively, that IR-hiba's seeming membership in an indigenous dynasty and the inconclusive evidence of spoken Hurrian in Palestine would point to a mixed Semitic-Hurrian name. And as grounds for seeing a fusion of Semitic and Hurrian cultures this is not an isolated piece of evidence, for

IV, 36), a man from Mitanni, Puhi (EA 18 rs. 15), Tušratta's messenger to Amenophis III, or Taduhepa (EA 27:4, et. al.), Tušratta's daughter, indicate how widespread and powerful Mitannian influence was but are of little value in shedding light on Syro-Palestine's ethnic situation.

Perhaps the paucity of Hurrian names is due not only to a Hurrian populational element of not too great an intensity but also because Amarna names are mostly from among the ruling class and not from the ruled. Cf. Noth's remarks ZDPV LXV, (1942), pp. 64 f., and Goetze, Hethiter, Churrarter und Assyrier, (Oslo, 1936), p. 32. This being so, then, Gustavs' statements (op. cit., p. 16) are pertinent as they point out that one of the primary methodological principles of ethnological research is to first recognize the composition of the folk and where this is lacking and only names of rulers are had great restraint must be exercised in making any judgments.

So written: EA 280:17, 23, 24; 285:2, 14; 288:2, 63; 289:2, 48; 290:2, 19. Variant, IR-hiba, is found thrice: 286:2, 7, 61.


For the ethnic implications of these possibilities see above pp. 13 f.

EA, p. 1334.

See also F. Thureau-Dangin in Memorial Lagrange (Paris, 1940),
both Taki, who was the father-in-law of one bearing the decidedly Semitic name "Milkišu,"\(^{55}\) and Taku, who was the grandfather of Adad-nirāri, \(^{56}\) —another Semitic name—because of their family connections point in the same direction.

Lastly, as concerns Amarna names, although Tunip-iwri\(^{57}\) is a messenger of Ῥušratta to Amenophis III and as such lends no support for Hurrian elements in Syro-Palestine's population, the first part of his name is identical with the Syrian city-name Tunip (EA 57:12 et. al.) and strongly infers an intense Hurrian influence in Syria—an influence of sufficient force to affect place names.\(^{58}\)

The rich epigraphic and onomastic material from both Ugarit and Alalah provide ample opportunity for the discernment of the various cultural backgrounds represented in the populations of these

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pp. 27 f. who would see the reading Abdi-heba in ḫ-r-hiba.

\(^{55}\) Cf. EA 249:8; 289:11, 25 and EA, p. 1322 for a discussion of this Taki and his relationship to Milkišu.

For the possible meaning of "stable," in the sense of being firm, for Hurrian "taki" see Goetze, RHA V, fasc. 35, (1939), pp. 106 f.\(^{52}\)

\(^{56}\) EA 51:5, r. 2. See also the discussion of Taku in EA, p. 1103.

It is unlikely that Nuḫašše, over which Taku was made king by Thutmose III, is related, linguistically, to Semitic (e.g., Amarna gloss nuḫuštum = Akk. erdū "copper" in EA 69:28 and Phoen. and Heb. nnn) for NPN shows both nuḫ (p. 240 and TCL IX 17:24) and -ašše (p. 206 and SMN's 395; 1141; 2130) to be formatives in Hurrian names.

See Ginsberg-Maisler, op. cit., p. 245 for the possibility of equating Nuḫašše with Egypt. Ngs and ωy.\(^{52}\)

\(^{57}\) EA 17:47. Written m-tum-ni-ip-ib-ri. (For the nature of the Hurrian phoneme w and the cuneiform methods of transcribing it see Speiser, IH, pp. 41 ff. \& 52.)

\(^{58}\) EA, p. 1056. See above remarks n. 56 for another possible Hurrian toponym in Syria.
two cities. In both the question, of course, does not concern the existence of Hurrian influence but rather its extent. And both cities present a decidedly different picture as to the extent of this influence, Alalah exhibiting the greater Hurrian influence. 59

In two studies by Martin Noth 60 in which personal names from Ugarit and the surrounding areas were discussed it was pointed out that non-Semitic elements were found more frequently in the city itself than in the outlying districts and that among these non-Semitic elements Hurrian ranked high. 61 And, in keeping with the Hurrian-Semitic relationships as faintly pictured in the Amarna documents, not only does the situation in Ugarit present the same picture but the familial relationships are more direct and more suggestively interesting. That is to say, from the Akkadian documents found at Ugarit 62 for example, the most interesting cases are those where the name of the father is Semitic but his son or daughter's name is Hurrian 63 or where the father's name is Hurrian

59 See the discussion of the Hurrians in Ugarit and Alalah by Speiser in JAOS LXXV, (1955), "Akkadian Documents from Ras Shamra," pp. 136 ff. where he points out that in spite of Ugarit's being only 60 miles distant from Alalah it was predominantly Semitic and under Hattic dominance whereas Alalah was "overwhelmingly Hurrian" and subject to Mitannian rule.


62 PRU III.

63 In 16.356:5, 7, 11 mA-git(ki)-AN.U(IM) is the son of TR.LUGAL. There can be little doubt that the son's name is Akitemub. And though the logographic TR.LUGAL could possibly be either Hurrian or Semitic Nougayrol reads Abdimaliku (op. cit., p. 71). And in 16.158:3 fA-na-ni-hé-bi is the daughter of AN.ID or according to Nougayrol Ilinaru (op. cit., p. 62).
and his son's is Semitic. 64 And yet, interesting as they might be and serving also to emphasize the Hurrian-Semitic fusion as they do, they become tantalizing just because of the uncertainty as to which culture the bearer of the name belongs. Thus, simply because the parent bears a Hurrian or Semitic name can, under such circumstances, no longer be considered evidence of his cultural background because of the obvious cultural interminglings taking place as suggested by the children's names coming from another culture. Consequently the name of the child could reflect either the parent's cultural background or another, and likewise with the parent's name. This presents, then, a relative chronological indication as to the extent of time that has elapsed since Hurrian influence first began to be felt at Ugarit. Or, in other words, the promiscuous use of Hurrian and Semitic names between both parents and children certainly does not represent an early stage of contact where the presence of a Hurrian name would be a fairly certain indication that the bearer was of Hurrian cultural background. It must, therefore, betoken a stage of amalgamation or assimilation rather well advanced.

Moreover, if the name Ili-Tešub is certain, 65 then here would be not only another example of a mixed Hurrian-Semitic name, such asır-hi-ba of the Amarna documents is felt to be, 66 which again would imply a certain religious interinfluencing between the two peoples, but here would be another reflection of two cultures in the process of fusion.

64 In 16,140:5 A-na-ni-ya is the father of ını-gal which Nougayrol reads as Abdinikkal (op. cit., p. 45). And in 16,257 Face B IV l. 13 Ar-rap-ha-na is the father of ır.LUGAL or Abdimirku (op. cit., p. 203).

65 In 16,368:9 Ur-hi-ya-na is father of [m]AN.IM (l. 13 = [m]AN.IM). In 16, 138:28 and 15,140:13 mNI. NI.AN.IM = m̄I-li-Tešub is found.

Finally, in reference to the personal names of Alalah a brief discussion and list may be found in D. J. Wiseman's *The Alalakh Tablets*. In spite of the reserve with which one must approach *The Alalakh Tablets* it takes but a glance at the names therein listed to realize that the overwhelming majority of names are Hurrian. This preponderance of Hurrian names has led Wiseman to conclude that the Hurrians made up the native population of ancient Syria. Nevertheless, whether this great profusion of Hurrians is due either to its being the indigenous ethnic group or due to an overwhelming influx of a strange people, when compared to the non-Semitic and Hurrian influence in the more southern areas just discussed the unmistakable picture that emerges is that the farther north one goes the greater the intensity of Hurrian influence becomes. And though, as at Ugarit, mixed Hurrian-Semitic names are found along with occasional pairs of parent-child names each of which stem from a different cultural background, yet the ever increasing abundance of Hurrian elements strongly suggests that cultural dominance lies with the Hurrians and that any Hurro-Semitic assimilatory evidence

67 Pp. 9 ff. and 125-153. This work published in London in 1953 was sympathetically and yet critically reviewed by Speiser in *JAOS* LXXIV, (1954), pp. 18 ff. Unfortunately, in addition to the several inadvertent discrepancies in addresses and transcriptions of names, many tablets had to be left out of the plates.

68 Ibid. Yet level VII (18th cent.) shows a slightly higher percentage of Semitic names and level IV shows that Hurrian names were not overwhelmingly present until two centuries later. Cf. Speiser, *JAOS* LXXIV, (1954), p. 19.

69 Ginsberg-Maisler, op. cit., p. 263 conclude that traces of Hurrians are detectable as far south as the Negeb.

70 E.g. Ebli-adu, Wiseman, op. cit., texts 36:4 and 63:17, both of level VII.

71 Abi-adu son of Hepat-muhibni, Wiseman, 52:5, also of level VII.

72 As their decided dominance in level IV as compared to level VII would indicate.

73 In substantiation here the usage of a Hurrian calendar at
would perhaps be simply examples of an early stage of fusion begun on a scattered and individualistic level. 74

4. Harran Within Hurrian Dominance

The importance of Harran 75 in early patriarchal history ranks almost as high as that of Palestine. This is so because the narratives 76 exhibit a significant portion of patriarchal life transform-

Alalah could be pointed out and that in the early level (see Wiseman, pp. 4 f. and 81-89, and Sidney Smith, Antiquaries Journal XIX, (1939), p. 46.

74 This, of course, would apply only to level VII personal names as Semitic onomastic influence in level IV is insignificant. Level IV examples of Semitic influence, in addition to the few names, may be seen, however, in the mixed Semitic-Hurrian occupational terms as purkullu-ţiši "stone-cutter" (227:8) and mašku-ţiši "leatherworker" (101:9) which exhibit a Semitic term suffixed by the Hurrian occupational morpheme -ušili (eastern dialect). Cf. Speiser, JAOS LXXIV, (1954), p. 20.

75 The location of Harran is in the approximate vicinity of modern Harran (Dhorme, RB XXXIII, (1928), pp. 379 f.; see also de Vaux, RB LV, (1948), p. 323 and most recently Albright EB III (Jerusalem, 1958), pp. 301 ff.). Dhorme also sees in Harran (loc. cit.) Assyrian ḫarrānu, "road," and so explains it as being the most important stopping place along the ḫarrān šarrī leading from Assur to Karkemish (cf. also O'Callaghan, Aram Naharaim, p. 22). On the other hand, Böhl, "Das Zeitalter Abraham's," Leipzig, (1931), pp. 23 f., claims that since the name Harran is lacking in Old Babylonian and Sumerian times (though both he and Dhorme realize a ūra-anna exists in the Cappadocian tablets [CCT I, pl. 29, l. 23], also in Mari (ARM XV, (1954), p. 125) of which Landsberger [ZA XXXV, (1924), p. 236] feels that it apparently refers to Harran it could be supposed that it was a principle city founded by the Hurrians and thus bears a Hurrian name which would only signify "road" by popular etymology (p. 52).

76 As to the historicity of the patriarchal narratives it has become increasingly clear, especially within the past several decades, that Wellhausen's contention (Prolegomena, 3rd. ed., p. 331), that it is impossible to gain historical information from the patriarchal stories of Genesis, will simply not stand the tests of archaeology. Even the documentary distinctions have been vigorously
piring in and around the city itself, not only during the interim between the journeys from Ur to Canaan, but also at

opposed for instance by Volz and Rudolph (Der Elohist als Erzähler, [1933], pp. 113 f.) though Albright (FSAC, p. 250) criticizes them for going too far. But again and again and at point after point the general authenticity of the historical background against which the patriarchal episodes are pictured has been maintained and substantiated (cf. Albright, Proc. Am. Philos. Soc., 69 [1930], pp. 446 ff.; BASOR LXXXI, [1941], pp. 16-21; Alt, Der Gott der Väter, [Stuttgart, 1929], pp. 1-27; Böhl, "Das Zeitalter Abraham's," Der Alte Orient, XXIX, [Leipzig, 1931], pp. 1-48; O'Callaghan, Aram Naharaim, [Rome, 1948], pp. 29 f.; CBQ VI, [1944], p. 347; Speiser, AASSOR XIII, [1933], pp. 43, 45 and especially the extended discussion of R. de Vaux "Les Patriarches Hebreux et Les Découvertes Modernes," in RB LIII, [1946], pp. 321-348, RB LV, [1948], pp. 322-335 and RB [1949], pp. 5-36).

77 Though the interim at Harran is not given much place in the Gen. account (Gen. 11:31 f.; 12:1-5) Gen. 11:31 f. and 12:5 certainly imply a residency of considerable length. In addition there are interesting and extrinsic factors of a substantiatory nature in relation to a continued stay at Harran that should be compared with the biblical account. Thus, whatever the ultimate connection may be between Abraham's ancestors יִלְּעֵי , יִלְּעֵי הַמַּעֲרֹת וּיוֹאָב and his father פִּלְעָר and the Mesopotamian cities Serug (Assyrian Sarugi, Syriac Serug), Nahor (Til-Na9iri, "the Mound of Na9uru") and Terah (Til-Tura9i, "the Mound of Terah")—all of which are near Harran—the implications of a decided cultural connection of the patriarchs with this area is unmistakable. (It is possible that הֹז הַמַּעֲרֹת of Gen. 24:10 means "the city [whose name is] Nahor" instead of the "the city [where] Nahor [lives].") For fuller discussions see O'Callaghan, op. cit., p. 29 f., but especially Albright, FSAC, p. 236 f. and de Vaux, RB LV, p. 323 f.

Another, less certain but equally provocative, suggestion made by Albright (JBL XXXVII, [1918], pp. 134 f. and JSOR X, [1926], p. 267 n. 76) is the association of תְּרַקָּנָה (Gen. 11:10-12), one of Abraham's forbears, with תְּרַקָּנָה (Tirkian=sad1, "Tirkan of the Hills.")

78 Though תְּרַקָּנָה of the expression הָרַקָּנָה (for the possibility of "Ur in the land of the Chaldees" see FSAC, p. 236 and LXX of Gen. 11:28, 30; 15:7 and Neh. 9:7) is perhaps anachronistic (the application of "Ur of the Chaldees" to Ur hardly appears before the 7th cent. B.C.E. [de Vaux, RB LV, p. 321]) outside of Neh. 9:7 (cf. Jos. 24:2 "beyond the river"), this of itself does not render less probable the strong tradition of Ur as the patri-
later intervals. Consequently this would allow ample room for cultural influence upon the Hebrew fathers especially by marriage of women from around that area. The nature of this influence, as to whether it is Semitic, non-Semitic or mixed, depends, then, on the cultural evidences that can be associated with Harran. Now, though several cultures can be seen intermingling at Harran, it

archal Heimat as over against Harran. It is true that no specific confirmation exists of the patriarchal migration from Ur, nevertheless, it certainly is harmonious with general information of that period of time; the fall of the III Dyn. of Ur around 1950 B.C.E. and the subsequent period of insecurity (FSAC, p. 236; RB LV p. 322), plus the decided similarity of religious emphasis (lunar worship) in both Ur and Harran which could easily presuppose cultural influence either immediate or mediate (RB LIII, p. 337 f.; RB LV, p. 322; RB XXVII, p. 481 ff.). In addition de Vaux (RB LV, p. 322) points out that the expressions ֶֽהָיָּה (Gen. 12:1; 24:4, 5, 7), which seem to call for Harran as the Heimat of the patriarchs, may well signify "relatives" or "place where the relatives reside" and this, then, would preclude any contradiction.

Cf. Gordon, JNES XVII, (1958), pp. 28 ff. for another suggestion of the location of Ur based on PRU IV 17.130:6 ָיָּה ָֽמָּרַּי מֶשׁ ָלָרַּי אַל מֶשׁ lameš ú-ra awī-lu ָֽמָּרַי tamkārū "merchant men, citizens of the city of Ura" (p. 28) from a thirteenth century letter of Hattušili III to Niqmepa. Gordon believes that reflected in Gen. 13:2; 24:35; 34:10; 42:34 are indications enough to link Abraham with the tamkārū and implies that Ur was actually this Ura situated in a northeast Chaldea near Armenia (apparently mentioned by Xenophon; he also infers that perhaps Hald-, an ancient designation of Armenia, is significant). His contentions might seem plausible, however, were it not for several factors: besides not recognizing any other meaning but "birthplace" for הָיָּה, he has assumed that a 13th century situation (and even later in the case of Xenophon) is adequate for the portrayal of an 18th/19th cent. (see below, p. 24, n. 88) Abraham provided that he was a tamkārū. It is also unlikely that Hald- and ָֽמָּרַי are linguistically compatible.

79 Gen. 24; 28; 29 ff.

80 Albright, FSAC, p. 135 describes it as "a mixture of Hurrian and Amorite elements, on a Sumero-Akkadian foundation."
is only to the point here to call attention to the Hurrian element and to suggest that, in view of the cumulative effect of several factors, it was, if not the most dominant, certainly one of the foremost. In view of this, then, it may well be that the Hurrian sociological and legal influence exhibited in the patriarchal narratives are due not so much to the impact of Hurrian society in Palestine as to the effect of Hurrian enculturative forces in and around Harran. Of course similar cultural forces must have been operative in Palestine also, and though, perhaps with not as much potency, since Palestine was on the periphery of Hurrian cultural stimulus, nevertheless its impression was of sufficient strength to produce an atmosphere that was, to say the least, not foreign to patriarchal ways acquired at Harran.

Ethnic Movements in the Second Millenium

Of the various ethnic upheavals and migrations of the second

Geographically Harran was in the heart of the Mitanni empire (Speiser, AASOR XIII, p. 45). And this is to be expected with what is known of 2nd millenium ethnic movements (see below, pp. 22 ff.) as relates to the Hurrians (see Gelb, Hurrians and Subarians, [Chicago, 1944], pp. 68-71; O'Callaghan, op. cit., p. 47; Albright, "The Horites in Palestine," pp. 16 f.). Consequently with conspicuous Hurrian influence on Qatna (Speiser, Mesop. Or. p. 154, n. 113 and p. 138, n. 56; de Vaux RB LIII, p. 346), Ugarit and level VII Alalah, it is but a foregone conclusion that something of the same picture would be found at Harran.

If by the time of the 18th Dyn. (1570-1305 B.C.E.) the Hurrians were prominent enough in Syro-Palestine so as to cause Egypt to name the area after them, then time must be allowed for the cumulative intensity of the Hurrian influence to reach a point where, in Egypt at least, the designation of Syro-Palestine as H-r would be understandable. The exact amount of time necessary for this is difficult to ascertain, if not impossible, however, the occurrence of Hurrian traces as early as Hyksos times (1730-1570 B.C.E.) (cf. Albright, Pyramids, p. 17), the Horites mentioned in Gen. 14:6, and the build up of Hurrian pressure in Alalah between levels VII and IV may suggest a possible terminus a quo.
millennium B.C.E. the Hurrians who feature in a prominent, and formerly unknown role, certainly have not gone unnoticed.

The extent of the effective influence of the Hurrians on the ancient Near Eastern world encompasses not much more than a millennium. It begins roughly in the Lake Van area around the start of the second millennium B.C.E. and subsequently spills over northern Mesopotamia down into Syro-Palestine in the west and into Babylonia in the east. Then, after climaxing in the kingdom of Mitanni somewhere around 1400 or 1500 B.C.E. it wanes until, as the first millennium gets under way, it is for the most part restricted to the region from which it had begun. As far as contact with the patriarchs and their descendents are concerned, then, one need only briefly consider the indications of Hurrian immigrations in the north and west.

Sometime after the beginning of the 20th century B.C.E.—Gütze dates them between 1950 and 1750—early Hurrian traces are found

For the conclusive demonstration that "Hurrian" is the best ethnic and linguistic designation for these people—thus bringing terminological clarity into a situation where "Harri," "Murri," "Subaru," etc. were all doing service as names for the same people—see Speiser, AASOR XIII, (1933), pp. 17-31; cf. also Gelb, Hurrians and Subarians, (Chicago, 1940), pp. 50 f.

As for the people themselves, they were physically an Armenoid branch of the Alpine race (Albright, Pyramids, pp. 13 f.). They were neither Semitic nor Indo-germanic though they were ruled by the latter (Gütze, op. cit., p. 33). Consequently their language, as far as relations with Semitic or Indo-germanic are concerned, also stands by itself (for brief resumes of the language see Albright, op. cit., p. 14: O'Callaghan, Aram Naharaim, [Rome, 1948], p. 52 but for a comprehensive treatment see Speiser, IH). For extensive discussions of the Hurrian people themselves and their Mitannian kingdom see the references in the following note.

Speiser, Mesop. Origins, (Phila., 1930); AASOR XIII, (1933), pp. 13-54; Gelb, op. cit.; Gütze, op. cit.; Ungnad, Subartu, (Berlin, 1936); Albright, op. cit.; and O'Callaghan, op. cit.


Gütze, p. 32.
in the north. Scattered instances of Hurrian names in the Cappadocian tablets, of around this time, are no doubt presages of the stronger wave to come which may have been the cause of the cessation of the Assyrian mercantile activity reflected in these texts. At this same early period, when both the Hurrians and Abraham were settling in Harran, the Achtungstexte, which present a picture of Semitic rulership in Syro-Palestine in the area of the 18th and 19th centuries, would seem to preclude any significant Hurrian influx into the south—except for, perhaps, scattered instances of individuals of a lower political or social stratum. And already the incoming tide of Hurrians at Alalah in the 18th century has been referred to along with their later and more intensified appearances in the same and more southerly areas. As for these intrusions

87 Ibid.

88 If there is any incident in the patriarchal narratives that offers any possibility of chronological orientation it is the military operation of Abraham described in Gen. 14. Over thirty years ago Albright (JSOR X, [1926], pp. 231-269) convincingly pictured the historical background of Gen. 14 as fitting most easily into the late Middle Bronze Age or about 1800 B.C.E. plus or minus (and his views remain unchanged as of the 1957 ed. [Anchor ed.] of FSAC, p. 200). And Nelson Glueck, in light of his archaeological explorations (The Other Side of the Jordan, [New Haven, 1940], p. 114 and BASOR CLII, [1958], pp. 20 ff.), is in essential agreement with a Middle Bronze I date or around the end of the nineteenth century B.C.E.


90 Gen. 14:6 (cf. Hummel, JBL LXXVI, (1957), p. 92 for the reading "in the mountains of Seir"—a construct pl. followed by enclitic נו) presents serious evidence of Hurrians in Palestine as early as Abraham's journeys there. And, further, if the Perizzites of Gen. 15:20 can be successfully linked to the Hurrian name Pi-rizzi of EA 27:89, 93; 28:12 (cf. the remarks to this effect in Buhl, Kanaaner und Hebruer, [Leipzig, 1911], p. 66 and Albright, JPOS I [1921], p. 128), then additional confirmation will be gained.

91 See above, pp. 13-19.
into the south, they have been associated with the Hyksos movement. At any rate following the period of the Hyksos ascendency in Egypt they are found frequently in Syro-Palestine as the Amarna and Ta'annak names reveal along with the biblical evidence for their Palestinian existence, all of which, of course, places them synchronously in Syro-Palestine along with the patriarchs and their descendents.

Turning now to the biblical evidence for Hurrian influence in Palestine, it perhaps can be viewed best by considering it in three sections: 1) Horites, Their Name and Distribution; 2) Suggested Hurrian Names; and 3) Hurrian Linguistic Influence on Hebrew.

1. Horites, Their Name and Distribution

A positive step toward the equation of the biblical Horites and the Hurrians will have been taken if 𒈹 can be shown to be linguistically equivalent to hu-rri, the cuneiform designation of these people. And that this step can be readily taken follows from the cumulative effects of Ugaritic hry, vouching for the final vowel, and the Hebrew phonetic change of u>o in closed accented...

92 Albright, op. cit., p. 17 and Götze, op. cit., p. 32.

93 See below, pp. 31 ff.

94 Speiser, AASOR XIII, p. 19 where he indicates that their self-designation was burwu (which Albright claims would come into Heb. as -rr- due to the peculiar nature of the Hurrian phoneme -a labial-dental [Pyramids, p. 20]). See also pp. 20, 26 ff. where the meaning "hole, cave" is discarded in a brief review of etymological opinions.

95 Friedrich, AFO VIII, (1933), p. 259, n. 6, considers hry a Nisbe form = *huriyyu. This would find support in the Egyptian gentilic hry (Burchardt, op. cit., II p. 38, #733).
syllables°6 supported by the Septuagint's χαρρί and χαρράτος. Consequently ניר does heark back to the older *hurri.

However, if the first step toward identification can be taken without incident the second, by contrast, has its attendant, though not insurmountable, obstacles. In the first place the distributive picture presented in the MT restricts the Horites solely to the area of Mt. Seir°7 which is decidedly limited in comparison to the dispersion of Hurrians exhibited by the presence of their names throughout Syro-Palestine.°8 The Septuagintal distribution, on the other hand, is slightly larger calling for Horites at Shechem°99 and Gibeon,°100 and consequently more in keeping with the Hurrian picture. However, the MT at these two places introduces the לית, the "Hivvites," a group who are by no means strangers to the Hebrew Bible.°101 but a group whose existence has been questioned°102

96 Harris, JAOS LXI, (1941), pp. 143-167, "Linguistic Structure of Hebrew" (see #12 under Changes After 600 B.C.E.). Here the syllable is closed because the consonant is long (cf. χαρράτος and Speiser, op. cit., p. 28, n. 62) contrary to Gesenius, p. 89, § 27 f.


98 See above, pp. 13-19.

99 Gen. 34:2 and for this there is cuneiform confirmation from Taannak and from Shechem itself (Albright, op. cit., p. 17).

100 Jos. 9:7.

101 They are found repeatedly (about 19 times) in the constantly recurring ethnic tabulation (or a varying equivalent) for Palestine of "Canaanite, Hittite, Amorite, Perizzite, Hivvite and Jebusite." More specific references are Gen. 34:2; Jos. 9:7; 11:3; Jdg. 3:3 and 2 Sam. 24:7.

102 Speiser, AASOR XIII, p. 30.
and upheld. 103 As far as a connection or relation between the Hurrians and Hivvites goes it would seem that at least three aspects of the problem should be considered before pronouncing any sentence on their existence or non-existence. In the first place, then, it depends on the importance of the transcriptional error of $\rightarrow$, 104 that is to say its prevalence. At Gen. 34:2 and Jos. 9:7 the LXX calls for Horites instead of MT's Hivvites which thus provides additional examples, then, for a possible $\rightarrow$ change. Both of these changes Albright is willing to accept, in addition to like changes in Jos. 11:3; Jdg. 3:3 and 2 Sam. 24:7, principally because of the extra-biblical Hurrian evidence in these northern areas. 105 This, then, would eliminate the more specific references to the Hivvites leaving the remainder to be included among the ethnic tabulations.

Secondly, whatever the origin might be of the list of nations of which the Hivvites are a part it invariably exhibits the same peoples though the sequences in the listings vary. 106 Yet vary as


104 So nicely illustrated in Gen. 36:2 as compared with 36:20. Though Albright (ibid.) is very hesitant, in fact he felt, at that time, that the name Hiwwi plus the names in the genealogies of Gen. 36 to be Semitic and not Hurrian.


Meyer also sees Horites behind the obscure Heb. of Isa. 17:9 as does also Speiser, op. cit., p. 27, n. 56.

106 The first three, the Canaanites, the Hittites and Amorites, show the greatest variation whereas the sequence, Perizzites, Hivvites and Jebusites is the same in 11 out of the 19 occurrences. Jos. 11:3 has Perizzites, Jebusites and Hivvites.
they may since the Perizzites, Hivvites and Jebusites are more times than not listed together this may be suggestive of geographic proximity. If this be true, then, by noting that the Perizzites seem to be located in the southern half of Palestine\textsuperscript{107} and that the Jebusites are located similarly—especially in Jerusalem\textsuperscript{108}—perhaps by association the Hivvites are also to be found in the south.\textsuperscript{109} Considering also the Hurrian influence in the name of \textit{IR-hebat}, of the Amarna letters, who was ruler of Jerusalem, the Hurrian influence in the Edomite genealogies in Gen. 36\textsuperscript{110} and the possibility of both the Perizzites and the Jebusites being Hurrian,\textsuperscript{111} it might be hazarded that if the Hivvites were not actually the Hurrians themselves, hiding behind a $\gamma > \lambda$ alteration,\textsuperscript{112} then perhaps they were in some way related to them.

Thirdly, Speiser in considering possible relationships between the Hivvites and the Hurrians has suggested that the Hivvites might have been a subdivision of the Horites, comparing the Hurrian name Hu(w)ya,\textsuperscript{113} whose name may have been facilitated by analogy to the similar name c\textit{Awwim} (Deut. 2:23 and Jos. 13:3),\textsuperscript{114} a people con-

\begin{itemize}
  \item \textsuperscript{107} Jos. 12:8; 17:15.
  \item \textsuperscript{108} Num. 13:29; Jos. 15:65; Jdg. 1:21.
  \item \textsuperscript{109} Albright's view (op. cit., pp. 22 ff.) would support this.
  \item \textsuperscript{110} See below, pp. 34 ff.
  \item \textsuperscript{111} See above, p. 26, n. 89 and below, p. 33 on the Hurrian characteristics of the name of Araunah, the Jebusite.
  \item \textsuperscript{112} Knudtzon (BA IV, p. 298) suggested a possible comparison of $\lambda \gamma$ with Amarna \textit{Amb/\textit{mi}}. But this does not seem too likely since aside from the phonetic difficulties encountered \textit{Amb/\textit{mi}} is for the most part a city name and not the name of a people.
  \item \textsuperscript{113} AASOR XIII, p. 30.
  \item \textsuperscript{114} Ibid.
\end{itemize}
sidered by Albright to be the Hyksos.115

At any rate whether the Hivvites can be argued out of existence or not what is more important for the point at hand is that there is little doubt that the MT's distribution of the Horites in Palestine has been curtailed by the transcriptional variation of $\rightarrow 1$. As a result, then, the Horitic distribution, being practically coincident with that of the Hurrians, presents no real hindrance to the equating of the two groups.

2. Suggested Hurrian Names

Perhaps the crucial test of the foregoing equation of Horites and Hurrians may be found in the names listed in the Horite genealogies of Gen. 36.116 On the assumption that Hurrian names are present there, their detectability will depend on several factors. In the first place the Masoretic consonantal orthography should be considered of more value than the vocalization because it represents an older tradition.117 However, it is not expected that the Hebraic or Canaanitic phonemic pattern should coincide completely with that of the Hurrians so such points of difference should be noted. As far as vocalization is concerned the various representatives of the LXX may prove more likely sources, at times, of older pronunciations. Also allowance will have to be made for tendencies to Semitize names. Here a Hurrian name, by accident,


116 For a discussion of Gen. 36 and the Horites genealogies see Meyer, *Israeliten*, pp. 328-345 and Moritz, *ZAW* XLIV, (1923), pp. 81-95. Here the names are interpreted as Semitic, especially Moritz who endeavors to establish them as Arabic. Albright, too, agreed with Moritz in seeing Semitic names here (Pyramids, pp. 20-24). In fact he then theorized that these genealogies were Hivvite rather than Horite (ibid.).

may be of such a form that would readily submit to popular etymologizing and that so much so that if left to itself the name would have to stand as Semitic. 118 Another presumption in favor of popular etymologizing would be an infraction of normal Hebrew rules for Namenbildung. 119

Other necessary factors, applicable elsewhere and not simply in Gen. 36, will be a lack of Semitic etymology, already hinted at, and non-Semitic ethnic relationships. Thus if a non-Semitic bears a name that will not submit to analysis on Semitic presuppositions, then, it is not an example of Semitization and consequently a comparison with names found in that individual's particular cultural group may present suggestions for possible identification. 120 Of course intercultural influencing must always be borne in mind so that though a parent may bear a non-Semitic or Hurrian name this is no assurance that the child will. 121 However, as Feiler has said, 122 if the filial name is also inexplicable, then there is justification for referring it to the same cultural milieu as that of the parent. He also points out in the same place that a sure Hurrian name will furnish a basis of explanation for others. And, finally, though a particular name may at first seem to exhibit Hurrian characteristics an Aryan provenance should not be excluded without reason since the two groups were closely associated. 123

118 See the remarks below on Uriya, p. 30.

119 Feiler, p. 218.

120 Feiler, p. 217.

121 Cf. above, pp. 17 f.

122 Ibid.

123 Cf. ḫaar below, p. 32. For the close connection of the two groups, the Aryans being the overlords, see O'Callaghan, Aram, Naharaim, p. 57.
The following, then, is a list of names, not professing completeness, which seems to be explained best by attributing them to Hurrian sources. The success of this endeavor will, of course, depend on the individual cases, some displaying greater probability than others.

1) 2 Sam. 23:11. Feiler (p. 219) agrees with Ginsberg-Maisler and Caspari, Die Samuelbücher, (1926), p. 657 that this is to be compared with Hurrian ak/s. The Septuagintal variance of ἀσω and ἄγω is best explained by confusion of the square forms ἀ and ἄ. Note also the Septuagint variant ἀλω which would call for ἀλξ. On the other hand, though, were a Hurrian name represented here, and most likely it would be Akiya, then a Semitic form such as ἀκία or ἀλξ would seem more in keeping (or perhaps the form ἀλκία). Also the LXX's final a-vowel opposes the MT's i-vowel.

2) 2 Sam. 11:3 f.; 23:29. Gustavs, ZAW XXXIII, (1913), pp. 203 ff. considers this to be from a Hurrian root ur (which he says is found in the Hurrian names U-ri-en-ni and U-ri-še-en-ni) but Feiler (p. 219) feels it is more probably connected with the root ar, "to give," and the frequently found Hurrian name of Ariya. "Hittite," the stated ethnic relationship of Uriya, is undoubtedly a broad designation encompassing, and perhaps even signifying, "Hurrian." And J. A. Montgomery, JAOS LV, (1935), p. 94 wonders if there is any relation between ἄρια and Hurrian Ewrina. However, the question here is does ἄρια represent an instance of popular etymology prompted by the similarity of other Semitic names combined with the unintelligibleness of the Hurrian Ariya, or is it a genuine Semitic name and thus an example of the Semitization


of a Hurrian? Before an affirmative answer can be given to the first question a negative answer must be given to the second. But to do this will necessitate a non-Semitic explanation of \( \text{야} \) in Ch. 11:35; \( \text{야} \) 1 Ch. 6:9, a Levite, \( \text{야} \) Jer. 26:20, a prophet, and \( \text{야} \) 1 Kgs. 16:10 f.; Neh. 3:4, a priest, unless the name of Uriya was influenced by just such Semitic names as these,—an explanation that might claim these forms to have been derived from an early Semitization of the said Hurrian name (as \( \text{야} \) Ex. 31:2 et. al. might be). Another plausible suggestion is that of Vieyra in RHA 5, fasc. 35, pp. 113-116 where he offers \( \text{Ewrina} \) as the underlying Hurrian form. At any rate, it may be best for the present to reserve final judgment though the consensus of opinion favors a Hurrian origin, (including Speiser, Cahiers d Histoire Mondiale, I [1953], p. 321).

3) \( \text{야} \) Num. 13:22; Jos. 15:14 and Jdg. 1:10. Feiler (pp. 226 f.) tentatively suggests \( \text{야} = \text{ak} \) and \( \text{야} = \text{manu} \). Though it seems difficult to equate \( \text{야} \) and \( \text{ak} \) phonetically—it might be possible however, from the viewpoint of popular etymology as Feiler hints—it is equally difficult to compare \( \text{야} \) with the first part of \( \text{야} \) as does de Vaux, RB LV, (1948), p. 326, n. 1 (see AASOR XVI, 4:22). Yet since it belongs with \( \text{야} \), \( \text{야} \) and \( \text{야} \) (see below for these names) which ultimately may prove to be Hurrian it may be well, then, to hesitate before disclaiming any Hurrian provenance whatsoever. Moreover, this hesitation would be justified in view of Feiler's contention (p. 217) that uncertain names, ascertainedly belonging together, are supported if together they point in the same direction.

4) \( \text{야} \) Gen. 36:24; 1 Ch. 1:40; 2 Sam. 3:7; 21:8, 10, 11. Other scholars see in \( \text{야} \) the meaning "falcon" and the root \( \text{야} \) (connected with \( \text{야} \) in Lev. 11:14; Deut. 14:13; Job 28:7., See Boden-

126 There is an \( \text{U-ri-ia-a} \) from 681 B.C.E. among the Assyrian Personal Names of Talquist, (Helsingfors, 1914), p. 245. For a discussion and suggestion of Hurrian provenance see Gustavs, ZAW XXXIII, (1913), p. 204.
heimer, ALP [Jerusalem, 1935], p. 187.) Ginsberg (p. 257) equates it with the god Aya which Boghazköy 3022 III, 11. 3, 10 says is Hurrian. However, Albright (Pyramids, p. 18) says that Aya is but one of several Sumero-Akkadian deities borrowed by the Hurrians. Nevertheless, this would not rule out the possibility of a Hurrian as bearer of the name here or as the vehicle of transference of this name to the Canaanites. Ginsberg (ibid.) also points to an 8th cent. Edomite name dA-a-ram-mu as mentioned in Sennach. Prism, col. II:57 which seems to contain this word.

Feiler (p. 219 f.) agrees and also makes the interesting but conjectural suggestion that behind the LXX's Ἰολ or Ἰολ may be a name like Ἱχ-ΗΧ where the first element would certainly be a divine name.

5) Ἱχ-ΗΧ Gen. 36:15 ff. The LXX renders this expression by ἡ γάρ "chief" which would be in keeping with a Semitic etymology for instance as proposed by Moritz and others. Ginsberg (p. 259) suggests Ug. .uml = ullūpu (Cassuto = ʾullūpu) "clan" or "nation" (though Gordon, UM = "chief") and equates it with Ṣibil suggesting further that since ܩܝח only occurs in contexts with strong Hurrian contingents it may not be related to Heb. Ṣił (unless ܩܝח is a Hurrian adaptation) but to the first element of Ṣと思い which Ginsberg also sees as Hurrian (see Ṣ思い出 below). However, further strong reasons for a Semitic etymology have been given by Mendenhall in JBL LXXVII, (1958), p. 66, n. 3.

6) Ἱχ-ΗΧ 2 Sam. 23:32; I Chr. 11:33. Feiler (p. 220) following Maisler (JPOS 10 [1930], p. 189 and Untersuchungen zur alten Geschichte und Ethnographie Syriens und Palästinas [Giessen, 1930], p. 38) repoints this name as Ἱχ-ΗΧ and interprets it as a Hurrian appellation composed of ʾellī "sister" and Ṣ ép/ ba the name of a goddess (cf. above p. 14 Ἰἐρ-hiba from Taʾannak). For a Semitic interpretation see Albright, JPOS VIII, (1928), p. 234.

7) \( \text{Gen. 36:4 ff.} \) Ginsberg (pp. 258 ff.) postulates a Hurrian origin for this name considering \( \text{izzle} \) to represent possibly \( \text{izzi} \) (but see \( \text{NPB}, \) pp. 112b, 244a), a Hurrian feature found possibly also in \( \text{Peruzzi} \) (see above, p. 26, n. 90) and \( \text{Kenizzi} \) (see below). Moritz (op. cit., p. 84) makes the unlikely suggestion of a South Arabic origin, \( \text{Illi} \) being from \( \text{Ilil} \) and the whole name meaning "Ili-conquers."

8) \( \text{1} \)  \( \text{2 Sam. 24:16, 18, 20 ff., 23 ff.; 1 Ch. 21:15, 18, 20 ff.; 28; 2 Ch. 3:1.} \) There is little doubt that this name is non-Semitic, the only question is whether it is Hurrian or Aryan or perhaps both. The basic difficulty and the deciding factor is a matter of textual criticism. That is to say should \( \text{Kt, 2 Sam. 24:16, found only here} \) or \( \text{Qr, 2 Sam. 24:20 ff., 23 ff.} \)\(^{128}\) be considered as the more original form?\(^{129}\) Feiler (p. 223) disregards \( \text{Kt} \) in favor of \( \text{Qr} \) on the grounds of a transposition or confusion of \( \text{K} \) and \( \text{J} \) but the same explanation might also serve for the opposite contention. The weight of the LXX and the inference of Chronicles would seem to ask for \( \text{Kt} \) whereas the Targum, Vulgate, Josephus and the other 2 Samuel passages would require an original \( \text{Qr} \) (Feiler, p. 224). Feiler also refers (\text{ibid.}) to a Greek form \( \text{Orfni} \) and a Latin form \( \text{Orfni} \) whose labiodental would nicely reflect a Hurrian \( \text{f} \)\(^{130}\) perhaps better than a Heb. \( \text{v} \) which could have been represented by \( \text{v} \) or \( \text{ov} \). The situation resolves itself, then, into the choice of the older reading; does it lie behind the implications of the LXX, Chronicles and 2 Sam. 24:16 or behind the Targum, Vulgate, Josephus and the MT of

128 2 Sam. 24:18 and its oddity of \( \text{Kt} \) seems certainly to be an abnormality due to textual distortion, possibly a transposition of \( J \) and \( L \) followed by a subsequent \( J \) confused (Feiler, pp. 223 ff.).

129 The 1 and 2 Ch. forms \( \text{Kt} \) being from a later text represents not so much a third form as a derivative of either \( \text{Qr} \) or \( \text{Kt} \). Feiler (p. 224), after maintaining that \( \text{Qr} \) is the original form, derives \( \text{Kt} \) from it but gives no explanation or suggestion of the intervening steps. However, it might seem that a form such as \( \text{Qr} \) would be more a result of an original \( \text{Kt} \)
the other 2 Sam. passages? Considering just the Samuel passages alone, as the older representatives, the MT's consonantal orthography of יִרְעָן stands against the pronunciation of the K of 2 Sam. 24:16 יִרְעָן substantiated by the LXX's ὄφεις; thus in order to do justice to both a dual tradition may here be represented and that due to a י, י confusion or transposition. In fact a י, י in any order might present a nice opportunity for a scribal variant. Nevertheless, this still leaves open the question as to which is the older tradition. And yet the problem may even be deeper and reside in the name itself for if the word is Hurrian it might either represent הֶרְוִינָה (יִרְעָן) or הֶרְוִינָה, however, this latter is less probable being the eastern dialectal form which would be unlikely in Palestine in the face of Ug. יִרְעָן. On the other hand if the Jebusite's name is Aryan, who were the overlords of the Hurrians (could 2 Sam. 24:24 and the enigmatic יִרְעָן have any connection here?), then it might represent וּרְוָא-נָה = Varuna = יִרְעָן (Feiler, p. 222), or מָא-רְוָא-נָה = Aryan אָרְיוָא (O'Callaghan, Aram Naharaim, p. 60). Cf. also the remarks of Brūgelmann in ZDMG N.F. 15, (1936), p. 442 and OLZ XXXIX, (1936), col. 727 to the effect that = Varuna or possibly is a mixture of Aryan and Hurrian signifying "Varuna has given," the Hurrian contribution being וּ to give." Brūgelmann (OLZ XXXIX, col. 727) also wonders if the foreign name, transcribed in Egyptian as ו(א)ר(א)נ, from the time of Rameses IV (Pap. jur. Turin 4, 12; cf. Burchardt, op. cit., II, p. 17, #312), could not be equated with Varuna. However, it would

(K יִרְעָן and LXX ὄφεις) unless perhaps a י, י confusion gave rise to יִרְעָן from יִרְעָן.


131 Cf. Ug. יִרְעָן and J. A. Montgomery, JAOS LV, (1935), p. 94 who, in conjunction with יִרְעָן and יִרְעָן asks whether or not the odd יִרְעָן of vr. 24 is a gloss of the name since יִרְעָן does signify "king" or "lord" in Hurrian. See also Montgomery-Harris, The Ras Shamra Mythological Texts, (Phila., 1935), glossary under יִרְעָן. Speiser, Cahiers d'Histoire Mondiale I, (1953), p. 321 considers it Hurrian.
seem that it could fit equally as well a Heb. writing of נירן or Ug. שורן.

At any rate, if no fixed solution is here set forth, one thing is certain and that is that the name, without any misgivings, can be attributed to Hurrian circles in Palestine (contrary to Maisler, JPOS 10, p. 190, who felt it to be Hittite) either as the name of a Hurrian subject or an Aryan overlord.

9) יכפ Gen. 36:28. Some scholars see an Arabic word here but others an Akkadian. Ginsberg (p. 257) suggests arna/i, a Hurrian morpheme such as is found in Ari-(ib)-arni/a and Arnu-urpi, though the former does not exhibit arn but -parni (see NPN under par).

10) יכפ Gen. 36:21 ff.; 1 Ch. 1:38 ff. The LXX's פסנ (found in Gen. 36:21, 28, 30), a result of יכפ confusion, is hardly worth mentioning. More important are the other Septuagintal readings of אשת and אשת, the latter especially, as its reading aΓ coincides nicely with the ai of the suggested Hurrian name Tàišenni (see Speiser, AASOR 6, p. 81; Feiler, p. 220 and Ginsberg, p. 257 both follow Speiser). The -nn ending, no doubt, could be from an earlier -א which in turn had been the result of analogy to other like endings and would have proved more psychologically satisfying than an unintelligible -en < *enn < *enni ending.

11) יכפ, יכפ (1 Ch. 23:11; 1 Ch. 4:37; 2 Ch. 11:20. Ginsberg (p. 263) feels that undoubted this name is to be compared with Hurrian זי-יז-за (cf. H V 54:12).

12) יכפ Num. 32:12; Jos. 15:17; 1 Ch. 2:18 ff.; 1 Ch. 4:11 ff. Ginsberg (pp. 260 ff.) has a most extensive discussion of יכפ and the possibility of its being Hurrian. Various indications are pointed out: 1) from 1 Ch. 2:50 ff. Caleb is the son of יכפ and has descendants by the name of יכפ and יכפ which are to be associated with יכפ and the Manahtites, Horites of Mt. Seir (Gen. 36:22 f.); 2) the various spellings יכפ, יכפ, and יכפ are different from Semitic kalbu "dog" but the latter orthography would almost compare with Ug. klby which Ginsberg (p. 254) reads as
Kulbiya (voc. kalbiya; see PRU, III, p. 247) and considers as Hurrian; 3) association with the Kenizzites who may be Hurrian (see below); 4) the descendants of ḫumil apparently to be Hurrian (cf. 1 Ch. 4:4 and 1 Ch. 2:51-55 which associated him with a ḫm and the ṣibbē who may be Hurrian also [see below]). And perhaps 1 Ch. 2:19, which mentions Caleb's son ḫm and grandson ḫm (see above under ḫm), reflects a lingering Hurrian influence.

13) ḫy Gen. 36:23, 40 (ifax); 1 Ch. 1:40, 51. Both Feiler (p. 221) and Ginsberg (p. 258) read this name as Hurrian interpreting it as ṭal + wan. Phonetically the ḫ, but that akin to Arabic ḧ, as the LXX's ṭ suggests, would not seem incompatible here for there is a Hurrian phoneme similar to Semitic q (voiced vellar spirant).

14) ḫy Gen. 36:2, 14 f., 20, 24 f.; 1 Ch. 1:38, 40 f. Both Ginsberg (pp. 257 f.) and Feiler (p. 221) compare with Nuzi ḫana, however, there is no ṭ in the LXX renderings (if the ṭ of ḫana were a voiceless vellar spirant = Heb. ḧ then one might expect to see it represented in Heb. also) that would imply ḫ = ḧ, but perhaps the pronunciation of this name reflects a ḧ > ḫ development.


16) ḫy Gen. 15:19; Num. 32:12; Jos. 14:6, 14. Here Ginsberg (pp. 259 f.) compares the Hurrian ending izzi/u/a and suggests that perhaps ḫ is akin to Hurrian Kani/ya of the Nuzi names (cf. NPN, p. 79).

17) ḫu Gen. 36:20 and cf. the Calebite genealogies above (under #12). Besides the Semitic adherents (BDB, Moritz, p. 90, Albright, Pyramids, p. 23) Ginsberg (p. 257) compares this name with that of ḫabil(iš), son of Bentešina grandson of Tuppi-Tešup (KBo I, 8), and ḫabila a Hurrian place name mentioned by Tukulti-Ninurta (KAH, II 60:82).

132 See IH, pp. 47 ff.
18) Jdg. 3:31; 5:6. Feiler (pp. 221 f.) along with Maisler (PEF [1934], pp. 192 ff.) see this as Hurrian. Feiler compares ḫadd, LXX's ἱδαμα, and ἱδικα, and Hurrian ṣimig-ar(ī) (= "the god ṣimike" + ar "to give").

19) Gen. 36:23; 1 Ch. 1:40. Ginsberg (p. 257) hazards a connection with Ṯuppa, a Hurrian place name mentioned by Assur-三四

20) Num. 13:22; Jos. 15:14; Jdg. 1:10. Feiler (p. 226) and de Vaux (RB LV, p. 326, n. 1) agree in connecting this name with Nuzi ṣe-eš-wa-ya (Gadd 42:21 and AASOR XVI, 35:14; 41:23; 45:3) and ṣe-es-a-a (AASOR XVI, 28:18).

21) Num. 13:22; Jos. 15:14; Jdg. 1:10; 2 Sam. 3:3; 13:37; 1 Ch. 3:2. Feiler (pp. 225, 227 f.) maintains this is Hurrian talma "great" with the ' representing the Hurrian participle-adjectival ending and to be read as ḥ.

22) Gen. 36:12; 22, 40; 1 Ch. 1:36, 39, 51. Albright (Pyramids, p. 23) who claimed this was identical with Arab. Tamna is now of a different opinion (BASOR CXIX, p. 8, n. 8). Ginsberg (p. 257) sees a Hurrian Tamnauš.

23) 2 Sam. 8:9 f. Gesenius-Buhl, 17th ed. and Feiler (p. 222) equate this with Hurrian Taḥi as in Taḥi-šen or Tahiya.

24) 1 Ch. 2:55. LXX = ἱδαμα. Ginsberg (p. 262) sees here Hurrian Taḥ- + a ti ending (for which see Speiser, Mesop. Origins, p. 143).

This list of suggested Hurrian personal names, then, though not possessing the same degree of probability throughout is, nevertheless, at various points (e.g., ḥ and ἱδικα) possessed of enough certainty so as to lend a substantiatory hand to the historical credibility of those passages in which the names are more surely established. But, on the other hand, simply because a name cannot be established with certainty as Hurrian is no reason to deny historicity to its passage. That a Semitic, or probable Semitic name, occurs where a Hurrian might be expected is not necessarily so much an indication that the text is to be
distrusted as it is a manifestation of the intensity of the Semitic cultural influence overwhelming the earlier Hurrian. An analogous situation may be seen in Chaucerian England where a French name did not necessarily indicate that an individual was of Norman origin because many Saxon families had Normanized their names due to the fact that Saxon was synonymous with peasant, and Norman with noble. Consequently, what is gained here, besides the substantiation of such textual emendations as in Gen. 36:2, \( \text{"in" \( > \text{"in"} \) } \), is that another indication of Hebrew-Hurrian culture contact proves discernible within Hebrew tradition itself.

3. Hurrian Linguistic Influence on Hebrew

It is to be expected, then, since the Biblical tradition has preserved such a recognizable remembrance of the Hurrians in Palestine—a remembrance that places Hurrian and Israelite side by side—that some linguistic influence on the part of the Hurrians themselves might be discernible within Hebrew itself. And though it may safely be granted that such is the case, the traces of such influence—in the form of loanwords—are slight, or better, few in number; nevertheless, they are fairly certain and are part of "a steadily increasing list" as Albright has described it. And mention also will have to be made concerning the phonetic impress of Hurrian on Canaanite (see below p. 49).

To begin with a convincing case for הָדַע (Isa. 1:3; Job 39:9 and Jer. 50:26 [read pithu-m, the א of יִשְׁבָּע belonging as en-

\[\text{---133---}\]


\[\text{---134---}\]

clitic to $\lambda$] has been made by Albright in the above cited work. In the first place he points out that $\nu\nu\nu$—to be connected with Akk. abûsu abussu, "store-room" (see von Soden, AHw, p. 9b.)—does not signify "manger" but "closed crib for grain, granary." And, further, since there is no known Semitic etymology for $\nu\nu\nu$ and its meaning is to be closely allied to that of Akkadian abussu—which Goetze has pointed out as originating in Hurrian—"it is obvious" then, he continues "that it may perfectly well be a loan from Hurrian..." Nor need there be any hesitation in the correspondence of $\nu$ to $\nu$ (the usual syllabic orthography is a-bu-zi) for Albright concludes by saying that "$...\nu$ in cuneiform transcriptions of the earlier second millennium, as well as later in the west, corresponds to the Northwest-Semitic sound which appears as samekh."

Another possible Hurrian loan may be found in $\nu\nu\nu$ occurring in the expression $\nu\nu\nu$ (Prov. 21:9 and 25:24). Albright has argued on analogy to Akk. bit hubûri "brewery" or "house of beer vats" that Canaanite bêtu hubûri was of similar meaning and suggests "public house" as a rendering of the expressions in Proverbs. Now Goetze accepts von Brandenstein's con-

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135 Ibid. Albright and others read in Prov. 14:4 'efes for Mas. $\nu\nu\nu$.

136 RHA XII, (1952), pp. 5 f.

137 Ibid.


138a See CAD, 6, p. 220.

tention that Akk. ḫūbūrū (bīt ḫūbūrī) is a loan from Hurrian. He compares also Ug. ḫūbūrū (bit ḫūbūrī) which he says is a word denoting a vessel (cf. Ginsberg, ANET p. 132a, for "pot"). As a result then, if ḫūbūrū proves to be a loan in Akk. and ḫūbūrū in Ug. it would seem that little should stand in the way of a similar contention for Heb. 72n however, Finkelstein (JBL LV, [1956], pp. 328-331), though agreeing that Akk. bīt ḫūbūrī employs a Hurrian loanword, persuasively argues that ḫūn is better associated with Akk. ḫabārū "to be noisy, to make noise," and that, consequently, the passages in question make better sense with the expression ḫūn ḫūn rendered as "noisy household" thus retaining a Semitic etymology.

And passing reference may be made to the more certain reading of Prov. 26:23, k-ṣpsyg(ym), which both Ginsberg, (BASOR XCVIII, [1945], p. 21, n. 55) and Albright, (BASOR XCVIII, p. 24 comparing Hittite zaspaga[ya]) render as "glaze." There can be no doubt about the significance of ṣpsg in the Proverbs passage for the identical expression occurs in Ugaritic (Aḥt Epic II D, 6:36-37) with precisely the same meaning (Ginsberg, ibid. n. 56 and ANET p. 151b). That the word is neither of Semitic nor Hittite, but most probably of Hurrian, origin has been suggested by Goetze, (JCS I, [1941], p. 315) and most recently, by Albright, (VT Sup. III, p. 12, n. 2).

140 Za N.F. XII, (1940), p. 87, n. 1. On p. 86 v. B., points out that ḫa/uv(u)r- is Hurrian for "earth" and on p. 87 his ḫa/- uv/b(u)i)r(u)n- indicates further spellings. Then, by the addition of -(ṣ)b, an adjectival suffix, plus the determinative DUG the resulting ḫūbrus[hi], he says (p. 89), "... is undoubtedly to be translated by 'earthen vessels.' " ("... ohne Schwierigkeit mit "Irdenes" (Gefäß) zu übersetzen."")

140a II AB, 2:8-9 (Note that Ginsberg's translation of this passage is incorrect)

140b For Hur. ḫabruḫu in Akk. see CAD, 6, p. 241a.
Lastly in regards to \( \text{širyan} \), "Schuppenpanzer" (K & B); "body-armour" (BDB) and the uncertainty of its origin\(^{141}\) it can now be said with certainty that it is not a native Hebrew word but an example of cultural borrowing, and that from the Hurrians. Consequently its meaning of "armor, coat of mail," though clear enough from its contexts alone,\(^{142}\) is just what would be expected if it is to be a loanword from Hurrian.\(^{143}\) That \( \text{širyan} \) is a loanword is evident not only from its lack of a satisfactory etymology\(^{144}\) but also its variable orthography and the fact that the same word is a loan in other Semitic languages. Of the nine occurrences of \( \text{širyan} \) two\(^{145}\) exhibit a \( \text{d} \) instead of a \( \text{w} \). Accepting \( \text{širyan} \) as the norm\(^{146}\) and viewing the pausal form \( \text{širyan} \)


\(^{142}\) In all of its eight usages (1 Sam. 17:5, 38; 1 Kgs. 22:34; 2 Ch. 18:33; Isa. 59:17; Neh. 4:10 [Eng. 4:16]; 2 Ch. 26:14; Jer. 46:4; 51:3) it is invariably found in a context dealing with either weapons or body-armor or both. The 1 Sam. 17:5 passage is especially conclusive in this case since it mentions the scales of the armor. This usage is also confirmed by the meaning of the same loanword in other Semitic languages: \( \text{şryn} \), Ug. (Gordon, UM, III, #2073, see Virolleaud, PRU II (Paris, 1957) No. 123:5, 6 [list of arms]); \( \text{s/żariam} \), Akk. (also \( \text{siriam} \), OIP II, 44:67-68); \( \text{ršrw} \), Aram.; and cf. also Egyptian \( \text{crwn} \). For the possible relationship here of \( \text{širyan} \) see v. Brandenstein, op. cit., p. 105.

\(^{143}\) For the meaning of "coat of mail" for the Hurrian word see Speiser, JAOS LXX, (1950), pp. 47 ff. where he also indicates that it is a loanword in Hebrew.

\(^{144}\) In spite of OLZ XXXVIII, (1935), col.477.

\(^{145}\) Jer. 46:4; 51:3.

\(^{146}\) The \( \text{širyan} \) of Jeremiah might represent either an inner dialectal difference of sibilant pronunciation in Hebrew or an attempt at pronouncing \( \text{š} \). Cf. Jdg. 12:6 where a Jerusalemite \( \text{w} \), which could represent either \( \text{s} \) or \( \text{š} \), was pronounced as \( \text{d} \) in Ephraim. Cf. Harris, DCD p. 64, \#40.
as the more original\(^{147}\) then the restoration of a short a in
the first syllable\(^{148}\) will produce šārīyān- as the oldest pro-
nunciation (minus the case ending). Further, that šārīyān- is
found subject to the \(\hat{a} \to \hat{o}\) shift which dates from Amarna times\(^{149}\)

\(^{147}\) Cf. 1 Kgs. 22:34; Isa. 59:17 and G-K § 29 u, though Kitt-
tel (Handkommentar zum Alten Testament, ed. D. W. Nowack [Göt-
tingen, 1900], p. 177 [on 1 Kgs. 22:34]) feels that the pronun-
ciation širiyān was induced less by pause (for cf. 1 Sam. 17:38)
than by a manner of Ephraimitic pronunciation standing nearer
to that of Syriac and Assyrian.

See also Bauer & Leander, op. cit., p. 192 § 14 j and Harris,
DCD pp. 43 f. #17 for the \(\hat{a} \to \hat{o}\) shift. That some words still ex-
hibit \(\hat{a}\) (\(\text{naq}, \text{naq}, \text{naq}\), \(\hat{a}\) \(\text{r}, \text{r}, \text{r}\)) Bauer & Leander, p. 192 § 14 n
attribute to their belonging to a later stratum for which this
phonetic law had no value. Yet regarding \(\text{ṣn}\), \(\text{ṣn}\), \(\text{ṣn}\), and \(\text{ṣn}\), especially \(\text{ṣn}\), \(\text{ṣn}\), \(\text{ṣn}\), might indicate otherwise. Cf. also
Brockelmann, Grundriss der vergleichenden Grammatik der Semiti-
schen Sprachen, I (Berlin, 1908), p. 388 § 210 for the possible
retention of \(\hat{a}\) due to analogy to toneless syllables with \(\hat{a}\).

\(^{148}\) Cf. Harris, "Linguistic Structure of Hebrew," JAOS LXI, (1941), # 14 for \(\hat{a} \to \hat{i}\) in closed unaccented syllables after 600
B.C.E.

Bauer & Leander's statement, p. 193 § 14 v, in regards to the
retention of short, unaccented a before r should certainly be
balanced with the frequent examples of the \(\hat{a} \to \hat{i}\) change in the
niphal pf. forms of verbs whose first radical is \(\hat{i}\). For the ex-
istence originally, of \(\hat{a}\) in the niphal cf. the Amarna glosses
\(\text{naq}\)\(\text{u} /\text{naq}\)\(\text{u}\) they/ I have become enraged" (EA 82:51; 93:5; see most recently Held, JCS XV, [1961], p. 236) for what in Hebrew
would be \(\text{ṣn} \to \text{ṣn}\) and \(\text{ṣn}\). Incidentally this would counter Bauer
& Leander's statement, p. 194 § 14 x, that this law \(\hat{a} \to \hat{i}\) was
already active in Amarna times for their example \(\text{yitrus}\) (EA 103:40
but better written \(\text{yitrus}\) [see Geers, JNES IV, (1945), p. 6])
is simply a Cannaized Akkadian imperfect. The Amarna gloss \(\text{yazkur}\)
(EA 228:19) shows not only that the \(\hat{a} \to \hat{i}\) of Hebrew had not yet
transpired but also a nice example of the Barth-Ginsberg law.
For a later example showing that \(\hat{a} \to \hat{i}\) had not yet taken place cf.
OIP II, 31:76 \(\text{Ha-za-gi-ya-ū} /\text{Ha-za-gi-ya-ū}\) for Heb. \(\text{ṣn} \to \text{ṣn}\).

\(^{149}\) See Harris, DCD p. 44 for the date "Before 1365."
suggests that it was borrowed prior to this transition. And this, then, would coincide nicely with the known Hurrian influence of Amarna times and before, provided it has been borrowed from Hurrian for it has been claimed to have been borrowed from

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150 Cf. Sapir, op. cit., (cited above, p. 6, n. 16), pp. 432-460 for his valuable discussion of the use of language in determining cultural distribution, but especially pp. 449 f. and his remarks on chronological inferences from phonetic laws.

A consideration of Akk. and probable Akk. loans in Heb. (for an imperfect list see H. Zimmern & Winckler, Die Keilschriften und das Alte Testament, [Berlin, 1903], pp. 648 ff.) tends to confirm this. Thus Heb. אָבָּא (Est. 1:5; 7:7-8) "house, palace," אָבָּר (Ct. 7:2) "artist," and אָבָּר (Ezk. 5:1) "barber" apparently have been taken from Akk. bitānu/bētānu "inner palace room" (von Soden AHw, p. 131 f.), ummānu (<Sum. um.me.a) "craftsman," and gāllābu "barber" (CAD, 5, pp. 14 ff.) respectively. And if this be so then the א and especially א imply non-conformity to the א shift and so must have entered at a time when this shift was no longer operative. Heb. אָבָּו "tribute" (Ezk. 27:15; Psa. 72:10) אָבָּו Akk. iškaru (CAD, 7, p. 248 f.) "tribute" would apply here since the Heb. א incorrectly is due to the effect of accentuation in Heb. As to the situation with Akk. names, סולמן艇 Heb. יָבָּו agrees with the picture as the above borrowings seem to describe it though Akk. סולמן-אָשָרִד艇 Heb. יָבָּו apparently does not. Akk. tartānu/turdānu艇 Heb. יָבָּו (Isa. 20:1; II Kgs. 18:17) and rab יָבָּו艇 Heb. יָבָּו艇 (II Kgs. 18:17; Isa. 36:2) seem to conform also, though their status as loanwords may be questioned on the grounds of their being known Assyrian technical terms but not incorporated into the language. יָבָּו艇 Akk. Harrān may be considered separately since as a place it certainly existed before the א shift of before 1365 B.C.E. (cf. the previous note and Dhorme, RB XXXVII, [1928], pp. 380 ff.). However, intercourse with the city itself or with others familiar with it may have preserved the א in spite of the shift to ב.

There are at least two probable Akk. loans yet that seem to conform to the א shift though not necessarily: Akk. mahāzu "cult city, holy city" (B. Landsberger, ZA XLI, p. 289)艇 Heb. יָבָּו perhaps "city, place" (Psa. 107:30) and bit nakamti/nakamāti艇 "storehouse"艇 Heb. יָבָּו艇 (II Kgs. 20:13) "treasure house." If יָבָּו艇 is a later borrowing as K & B claim then it no doubt was not a direct borrowing but via some intermediary where the א shift was still operative. As far as יָבָּו艇 is concerned if it is an expression borrowed from Assyrian then it is possibly to be explained as a defective writing for יָבָּו艇艇 which represented nakawat- (see Zimmern, Fremdwörter, p. 8) since Assyrian inter-vocalic m, as e.g., in nakamāti, was pronounced as w (von Soden, GAG, p. 31, §31 a).
Akkadian. But were this so, then, one might expect to see not only the Akkadian sibilant variability of s/z reflected somewhat in Hebrew, but also the presence of a z to correspond with the m in Akkadian. However, the difference of sibilants in Akkadian is again an indication of a loanword. Consequently the expression which is undoubtedly reflected in Hebrew šaryân- and Akkadian s/za-ri-am is Hurrian šarya(n)ni "coat of mail." 155


152 Von Brandenstein, op. cit., pp. 104 f.


154 In a suggested reconciliation of the Akk. -m and Hurrian -ni endings v. Brandenstein (op. cit., p. 105) says, with reserve, that the base form may be sariam and that with the addition of -ni, plus the assimilation of the m, šarianni would result.


The Hurrian phoneme which Speiser represents as Z and describes as the voiced counterpart of Hurrian S, which he regards as "a sound patterned between [a] and [s]," (IH p. 35, § 46), seems to be the initial phoneme of this Hurrian word though this explanation is not without its difficulties. In the articles just mentioned both Speiser and v. Brandenstein write the initial Hurrian phoneme with Š (as has been followed above) which is non-committal. Now of the four Hurrian sibilants (s,z,š,Z, [IH p. 28, § 40]) either Š or Z could initiate this Hurrian expression if the syllabaries consistently represented the underlying Hurrian phoneme with the phonetic substitution of Š since although -šš- and -š- in the Hurrian syllabary represented intervocalic š and Š respectively (IH pp. 32 f., Š's 44, 45), initial Š was ambiguous (IH p. 34, § 45), equalling either Š or Š. Thus the Boghazköy šar(i)ya(n)ni (KUB XXVII 6 I 18; I III 49, II 9) is inconclusive, but on the other hand the Nuzian spelling zariam would indicate
Thus Hebrew :bg/siryôn < Hurrian štarya(n)ni is further indication of Hurrian cultural influence on the early Hebrews, and if an initial ^ since Nuzi z could equal either z or ^ (IH p. 29, § 41) and Boghazkêöî ^ calls for either ^ or ^ and not z.

However, the situation in West Semitic is more difficult. Ug. which uses two distinct signs to represent Ș and ^, namely _CE and  $ respectively (Speiser reads the two-wedged variant of the three-wedged Ug. s as ^ [IH p. 33, § 45] though since this sign is sometimes used for  [cf. I*AB, 6:20 (Gordon, text 67) = Heb.  " !; Aram: = Arab.  and UM p. 22, § 5.3] a Ug.  for Hurrian Շ would nicely parallel the Ug.  for Hurrian Շ), transcribes this Hurrian expression as  tryn (Virolleaud, PRU, II, p. 154).

The Masoretic rendition is predominantly Ș (excepting the s of Jer. 46:4; 51:3). Now this does not necessarily argue for an original Ș to be seen behind the Hebrew transcription of this word since  was also written Ș in Palestine around the 10th cent. B.C.E. (Harris, DCD pp. 62 f. § 39) and so in light of the possible situation in Ug. Masoretic Ș might represent  in this case thus resulting in a possible Hebrew transcription of  *taryan-.

Egyptian phonetic substitution for Hurrian Ș and z in part confirm a possible Palestinian Ș. The same Egyptian phoneme Ș, which is used to represent Semitic  in (Cstrt [Catartu] 'Astarte' [Harris, DCD p. 63]), is used also for Hurrian Ș in the names 'ktsb "AkteSub" and trtsb "TillateSub" (see Albright, Vocalization, p. 34, III A 19 and p. 63, XIX D 6). Yet when it comes to the Egyptian spelling of štarya(n)ni instead of s the Egyptian phoneme Ș is used (cf. Burchardt, op. cit., #1162). Furthermore, Egyptian Ș is not used to represent Semitic  but Semitic s (D). However, Egyptian Ș may have been chosen, since it is an affricate, to reflect the affricative nature of Hurrian Ș (but this still leaves open the question of why Ș was not used in 'ktsb). If this is true, then, Hurrian štarya(n)ni might still be possible especially since Egyptian had a voiced affricate  which could have been employed for z (yet once again the unexpected happens in 'rtnn "Ariżenni" Albright, op. cit., p. 63, XIX D 2, though in light of the inconsistencies with Ș and Hurrian names this may not be too unexpected). At any rate the West Semitic evidence seems consistent in its representation of lack of voication which perhaps may speak more strongly for Ș than for z.

156 Perhaps not direct in view of the following: Sapir, op. cit., (see above, p. 6, n. 16), p. 414 states: "A second factor in the historical utilization of culture distributions is more difficult to control. This is the vast differences in rate of
what has been said regarding the relative time of borrowing this word is true then, this term entered the Canaanite vocabulary about the time that the influence of the Hurrian peoples had reached its peak not only in Palestine but in the whole of the ancient Near East.

There is yet one other instance of Hurrian linguistic affect on Canaanite and that is in the sphere of phonetics, and more particularly in reference to the un-Semitic peculiarity of the spirantization of Canaanitic post-vocalic stops, as Speiser has

transmission that must be assumed for . . . the various types of culture traits. Thus, it is obvious that a humorous story travels faster than a religious ceremony, . . . ." And he suggests "that the rate of culture transmission is due to three mutually independent factors or, better, types of factors: the relative ease or readiness with which a culture trait is communicated by one tribe to another, the readiness with which it is adopted by the borrowing tribe, and the external conditions which favour or militate against the adoption of the trait." When all three are favourable, then, the rate of speed is maximum.

Certainly an advance in military defence is the type of culture element that readily lends itself to the above mentioned factors and thus would experience a rather rapid rate of transmission. That is to say it is not inextricably or vitally connected to a larger culture complex in such an enigmatic manner that would defy comprehension, and thus render it impossible to borrow. Nor would it be difficult for a borrowing group to realize its advantages. And certainly any information or elements of the nature of a military innovation not possessed by the receiving group would readily be accepted and so exhibit ideally the third factor of external conditions favourable to adoption. This being the case, then, it may be suggested that not long after the Hurrian influx into Syro-Palestine that not only coats of mail became a common piece of Canaanite armament but that *t/maryan-

became a vital part of Canaanite military terminology. This would indicate, then, that Hebrew contact, as a group, with this bit of Hurrian influence may have been secondary having been received through the Canaanites.

157 See above, p. 45, n. 149.
pointed out several times. It seems that in Hurrian the initially unvoiced stops exhibit a positional variancy wherein they \"... become voiced when preceded by a vowel, liquid, or nasal.\" However, when medial stops are doubled there is an immediate loss of voicating and a return to their voiceless condition. Now the strange situation in Canaanite and in Aramaic (as contrasted to the normal Semitic picture reflected in Arabic) though not identical is certainly parallel to the Hurrian situation, namely post-vocalic stops being influenced by the foregoing vowels and the return to normalcy, i.e., to the unspirantized forms, when the stop is doubled. Consequently as Speiser has already stated: \"Impetus for this departure may be ascribed plausibly to Hurrian where the known phonetic facts, plus the geographical, chronological and cultural considerations account adequately for the Canaanite shift.\"

Finally, then, as a result of both the extrabiblical and bibli­cal indications of Hebrew-Hurrian culture contact one may be justified in expecting that there would be some acculturative occurrences discernible in the social and legal aspects of patriarchal life as it is depicted in the Bible. In view of the large amount of information on Hurrian social and legal life as seen from Nuzi (and Arrapha) this can be demonstrated with a fair degree of certainty, for though the time of the patriarchs, and their immediate descendents, in Palestine is not exactly equivalent

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159 IH, p. 60 § 76.

160 IH, p. 61 § 79.

to the time of the documents from Nuzi\textsuperscript{162} the comparison is still valid in view of the fact that the legal, and sociological outlook reflected in the Nuzi documents is certainly older than the tablets themselves, undoubtedly representing the result of extensive periods of development, and that the Hurrian cultural patterns which the early Hebrews met were not too diverse from those at Nuzi and may even have been the fountain head which gave rise to the Nuzian cultural outlook.

CHAPTER II

Family Law

The sociological structure of Arrapha-Nuzi, like that of any other thriving culture, presents a dynamic picture characterized by change—change, which to be sure transpired gradually, yet change which is both implicitly¹ and explicitly evidenced from the documents originating in the above named towns during the

¹ Cultural transformation and development can safely be implied from at least two Nuzian traits: sale-adoptions and the dimtu. It takes but a cursory reading of only a few of the documents captioned maratu 'sonship' from the archive of Tehiptilla to sense that something unusual and out of the ordinary is transpiring, as far as adoptions are concerned, for here real estate is constantly changing hands. Contrary to Lewy (Or, XI [1942], pp. 15 ff.) both Chiera and Speiser (AASOR, VI [1926], p. 86) and Koschaker (NKRA, pp. 59 ff.) point out that this odd usage of adoption was merely a socially recognized and legally contended circumvention of the inalienability of real estate. This form of adoption was simply a guise for a sale transaction concerning real estate that paid formal obiesance to real estate’s inalienability. And this inalienability was obviously due to a feudalistic outlook but a feudalistic outlook that was strongly disintegrating (NKRA, p. 61) as the very presence of the sale-adoption itself would indicate. Cf. further Purves, AJSL LVII, pp. 162 ff. and NRET 37 f. (See below, pp. 136 ff. for further remarks on sale-adoptions).

Development can also be seen in the Arrapha-Nuzian usage of dimtu a word basically signifying 'tower' or 'pillar' (Baumgartner, ZA XXXVI [1925], pp. 233 ff. CAD, 3, pp. 144 ff.) However, Koschaker has pointed out (ZA, XLVIII [1947], pp. 175 f.) in Nuzi the dimtu was probably both a defense tower and a dwelling—a manorhouse (N II 160:9 f., and 17)—and then it experienced a semantic extension in which dimtu, in the sense of 'district' came to signify the land (of variable size for N IV 321 shows nine towns bordering a d. and N VI 625:4 f. shows a d. within a town) around the manorhouse, i.e., the manor (cf. N III 287:9 f.; N IV 380:4 f.; 405:3; N VI 644:7 f.; where both senses occur). Lewy’s view (Or XI, p. 3, n. 1) is similar describing the dimtu as a fortified building plus village and fields of the same name. Finally, Speiser has pointed out (PS, p. 66), and Koschaker has agreed (ZA XLVIII, p. 176) that "... such districts were organized and distinguished primarily for the purpose of feudal service and taxes. In other words they were government districts..."
dominance of the Hurrians. And, of the various facets of the cultural life of a people which might exhibit, perhaps imperceptibly to those affected, certain degrees of development over a period of time, the clearest of these societal changes as far as the Arrapha-Nuzian cultural situation is concerned are to be seen among the regulations surrounding the family organization and its operation. Certain of these, then, showing the emphasis deemed important by Hurrian family law, will allow of a fair amount of completeness in description. And against this background of the Hurrian family structure, due to the acculturative relationships pointed out in the foregoing chapter, certain Hebrew family laws of a corresponding nature may be seen as the result of an intercultural influencing with perhaps the greater force and prestige lying with the Hurrians who were consequently the undoubted source of many of the Hebraic family regulations. The various aspects of family law displayed in the Nuzi contracts and regulations which reflect these correspondences more plainly than others are fratriarchy, inheritance procedures (found in settlement and adoption documents), and marriage and divorce. These will be considered in this order.

1. Fratriarchy

It would of course be presumptuous to profess here a complete consideration of Nuzian fratriarchy, or any other legal point for that matter, in light of the excellent discussions that have come from the pen of the much more capable Paul Koschaker. Therefore a descriptive background should suffice against which the societal correspondences of Pentateuchal Hebraism, principally, can be viewed.

2 At this point ZA, XLI (N. F. 7), (1933), pp. 1-90 stands foremost with "Fratriarchat, Hausgemeinschaft und Mutterrecht." This study will be referred to hereinafter as F.
Fortunate it is for the description of Hurrian culture at Arrapha-Nuzi that the documents not only present a fascinating cross section of a variety of societal phases but they also represent the records of events that encompass several generations which thus gives opportunity for the detection of cultural development. And from these documents and records the principal feature of the family organization that appears is its patriarchal construction and yet a patriarchy that evidently supplanted an earlier fratriarchy.

The remnants of the older fratriarchal outlook—a legal viewpoint on the decline—are sparse but nevertheless distinct. In

Aside from the aspects of family law already mentioned, problems concerning agriculture, animal husbandry, finance, law, real estate, etc. will be treated below.

The genealogy of the renowned Tehiptilla, as abstracted by P. M. Purves (AJSL, LVII [1940], pp. 162 f.), exhibits at least five generations as does that of Nashwa (Koschaker, ZA, XLVIII [1944], p. 187). According to Cuq, Journal des Savants (1927), pp. 340 ff., these texts cover three generations, about a hundred years, but this estimate in 1927 would understandably be too small due to the limited amount of material then published. See also Koschaker, OLZ, XXXIV (1931), col. 224.

With Purves' attempt at observing developmental change in sale-adoption procedures compare the remarks of Steele, Nuzi Real Estate Transactions, p. 37 f.

The more obvious evidences of Arrapha-Nuzian patriarchy as Koschaker has pointed out (F, p. 15) are children being named after their father, the ubiquitous 'sonship' or 'daughtership' form of adoption and the expression ana aabbüti itepuš "Zur Vaterschaft macht" (F, p. 15 and OLZ, XXXV [1931], col. 400). This expression is found in HV 7:17; 67:37 and 73:10 f. Lewy (Or, IX [1940], p. 366, n. 3) here agrees with Koschaker and explains aabbütu as abu > aabbütu on analogy of existing māru > mārūtu, etc. However, when Speiser discussed Nuzian family laws in AASOR, X (1930, referred to hereinafter as FL), p. 11 and n. 18 (see also p. 35, n. 16) he was inclined more to see in aabbütu the root abū, 'expression of will,' with the whole phrase signifying authority.

F, p. 30.

F, p. 40 and pp. 32 f. where Koschaker discusses these
the first place the persistent recurrance of ṣenni 'brother' in personal names\(^8\) indicates that if not at present then in the not-too-distant past the brother possessed a recognized authority within the familial framework. This would still be true even if this nominal element would be theophoric in nature as it is in Hebrew\(^9\) for, then, it would simply reflect the projection of mundane familial relationships into the realm of the divine. At this point at least, concerning appellative indications of fratriarchy, the biblical picture is identical—as Gordon has long ago pointed out\(^10\)—but the similarity will have to extend over more finer points and distinctive of the family organization before contention can be made for historical correspondence.

A confirmation of the authoritative position of the brother in the family organization may be found in the two types of contracts which are headed ḥātūtu 'sistership'\(^11\) and ḥātūtu

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\(^8\) Cf. the Akkado-Hurrian name of Tehiptilla's father: Puhishenni 'substitute brother'—certainly a fratriarchal designation.

\(^9\) Noth, Die israelitischen Personennamen, (Stuttgart, 1928), pp. 66 ff.


Old Testament onomatology offers ample instances where נְּחָי, 'brother', is a prominent nominal element. The same could also be said for נָחַי, 'father,' which resultantly presents a grand picture of a fusion of patriarchy and fratriarchy as far as names go (cf. Gordon's list of names [ibid.] identical except that where one has נְּחָי the other has נָחַי, e.g., נְּחָי [I Ch. 2:25] and נָחַי [II Ch. 29:7]; note even נָחַי [I kgs. 16:28]). Whether this fusion extends into social customs is discussed below, pp. — ff.

\(^11\) G 31; H V 26; 69; 80; N I 78; N VI 636; TCL IX 6; and cf. also PS 54 and Speiser's remarks, pp. 104 f.

In a 'sistership' document the women's brother, sometimes with her consent, contracts with another man outside the family to hand the woman over to him as 'sister', for a price usually involving 40 shekels of silver. This results in granting to
'brothership.' In the ābatūtu documents, which for the most part appear to be a variant form of marriage contract, the receiver the authority either to accept the woman as wife (H V 69 and 25) or give her in marriage to someone else (H V 26). De Vaux (RB, LVI [1949], p. 29) notes that in Gen. 24 not only was Rebecca given in marriage by her brother Laban but that also her consent was asked (Gen. 24:57 f.)—unless the real acceptance be seen in v. 51 while v. 58 concerns more her departure than the marriage. He feels that this incident may also have affinities to Assyrian marriages as seen in the Assyrian Laws 25-27, 30, 33, 36, 38 (ibid.).

12 N I 87; 99; N II 204; N VI 570; 604. See below, p. 59 ff.

13 A comparison of H V 25, 69 and 80 make this clear for the same activity engaging the same participants is called both rikša irtaksu, 'they drew up a (marriage) contract,' (H V 80), ana ābatūtu attadin, 'I gave (her) as wife,' (H V 25), and ana ābatī ittadin, 'he gave (her) as sister,' (H V 69). Of these three H V 25 is, at least, later than H V 80 because it is merely a declaration of that which transpired in H V 80 and because 1. 18 assumes that a Kapluanza is known as she enters the proceedings unannounced. From H V 80, as part of the rikšu, '(marriage) contract' (for this rendering see NKRA, p. 85 and Speiser, FL, p. 22), it is learned that Kapluanza is the sister of the grantor who gives her into 'daughtership' to Hurauzzi (cf. F, p. 14 f., and 28 ff. on these three tablets). Besides this outright equation of ābatūtu = ābatūtu in H V 80 and H V 69 it can be pointed out that the ābatūtu documents partake of at least two of the same characteristics as marriage documents: 1) G 31:14 mentions the mulugšu, 'dowry,' and (2) N I 78:15 mentions the terbatu, 'brideprice' (for the short vowel see Burrows, The Basis of Israelite Marriage, [New Haven, 1938], pp. 16 f.; see further ibid., pp. 3 ff.; NKRA, pp. 83 ff.; Speiser, FL, p. 23 ff., and Cuq, Journal des Savants [1927], p. 345. The usual terbatu amounted to 40 shekels [F, p. 16, n. 2; MPND, p. 7] which is the amount found in N I 78; H V 69 and H V 26 although in H V 26 and 69 the expression terbatu is not used; see also below, p. 94, n. 129).

The only question, then, is why was the same transaction apparently recorded twice, once as a marriage contract and once as a 'sistership' agreement and the clearest answer seems to be that the 'sistership' document merely exemplifies the fact that fratriarchal influence had not as yet spent itself in Nuzi. Not so according to Lewy, Or, X (1941), pp. 209 ff. To her H V 69 does not equal H V 80 but the former is a "trial marriage" whereas the latter is a "normal marriage,"
granting party is always the woman's brother 14 who is seen (sometimes with her consent 15 ) exercising the prerogatives of paternal authority when he transfers to her husband-to-be the authority over her which he himself possesses. 16 Thus, that a marriage contract is conceived of and drawn up in such a manner that its formal presentation argues validity on the basis of a juridically acceptable type of brother-sister relationship certainly implies a familial-legal social pattern in which the brother possesses the recognized authority which would normally belong to the father in a patriarchal society. Or, in brief, the 'sistership' documents are traceable to a fratriarchal structure of family organization. The relatively small number of these contracts-hardly due to the accident of discovery in view of the great volume of written material coming from Nuzi—couched in language obviously reflecting a fratriarchal outlook, in contrast to the then contemporary patriarchal view seen in the mārtūtu 'daughtership' documents, supports the antiquity and obsolescence of this societal outlook. 17

With patriarchal life as it is pictured in the early parts

Thus these 'sistership' transactions amount to a special form of concubinage (p. 211) as H V 26 would seem to confirm. In 'sistership' agreements the brother has cohabitation privileges with the woman as 'sister' and not as 'wife.' Further the Nuzian system of concubinage seems to be similar to that of Assyria where the women, under supervision, waited at the palace gate for contacts (inferred from H IX 22:23-26; p. 214; but cf. F, 18, n. 3). But all of this seems to be simply an example of implying too much from too little and that as a result of failing to see in the aḥātūtu transactions the presence of the above mentioned characteristics of a real marriage.


16 No doubt as a result of the death of the father (Speiser, FL, p. 21; F, p. 31).

17 Cf. above p. 54 and n. 7 and the same implication of the aḥḥūtu documents discussed below.
of the Pentateuch there is little from the viewpoint of the sister that can be with certainty attributed to fratriarchal influence and especially influence of the sort that a 'sistership' contract might bring to bear. Yet it could be queried (as Speiser has already done, Or, XXV [1956], p. 13) whether or not the incident of Abraham's visit to Egypt (Gen. 12:10-20), wherein he requested of Sarai his wife that she call herself his sister, might not possibly reflect a quasi-truthful attitude on Abraham's part based on a fratriarchal marriage of the 'sistership' type. That is, might not Abraham's equivocating use of 'sister' stem from a sistership marriage which would countenance such a usage coming as it does from a fratriarchal milieu? Perhaps this would explain the practice, preserved as late as Canticles,18 of using 'sister' as an intimate form of marital address. However, on the other hand, it may be better not to press this point since a second such incident related about Abraham in Gen. 20 shows him explaining the situation by claiming Sarah

18 Cant. 4:9, 10, 12; 5:1, 2. Here ננה is paralleled several times by ננה whose semantic range includes both 'bride' and 'daughter-in-law' (used of Sarai in Gen. 11:31). The notable thing about ננה here in Canticles and its significance of 'bride' is not so much the Akkadian cognate קלחּוּ, 'daughter-in-law,' but the interesting usage in Nuzi exhibited by the ננה קלחּוּ, the 'documents of daughter-in-lawship.' In Nuzi קלחּוּ, 'daughter-in-lawship,' documents are found sometimes separately and sometimes combined with מַרְּטָעִי, 'daughtership,' agreements. In either case they prove to be a form of marriage contract with the emphasis of the קלחּוּ agreements placed on a future marriage which the 'father-in-law' will negotiate (F, p. 22; see also F, pp. 18 ff. where Koschaker corrects his former views of NKRA, pp. 82 ff.). H V 79 is a characteristic text of this קלחּוּ type where a father adopts a woman ana קלחּוּ, 'for daughter-in-lawship,' (Speiser, Or, XXV [1956], p. 11 translates this expression 'into brideship') paying the 40 shekels of her תְרַתַּע (not so called in H V 79) and then as part of the contract he is to give her as wife to whomever he wishes among his sons. Thus the woman who was by adoption קלחּוּ, 'daughter-in-law,' whose תְרַתַּע, 'brideprice,' had already been paid, was at the same time 'daughter-in-law' to the father and 'bride' in that she was to be given to whichever son the father was disposed to choose. Positing just such
to be indeed his begotten stepsister—unless she was adopted
i.e., she was a daughter of his father but not of his mother.

Like the ahatūtu documents the abhūtu 'brothership' transactions also exhibit a contractual format and basis which had its origin in a fratriarchal atmosphere. And, again like the 'sistership' documents the 'brothership' contracts are also

a sociological background or influence on early Hebrew marriage through their contacts with the Hurrians may well suggest an origin for the odd semantic range of Heb. נַעְרָה. Smith, however, (Kinship and Marriage in Early Arabia [London, 1885], p. 136) compares נַעְרָה with Arabic ناير and explains its dual meaning "... as a relic of a time when a man's wife was also the wife of his brother and of his son." But this supposed cultural congruency would presuppose polyandry for the early Hebrews, a situation which creates an unnecessary incompatibility with the particular bent of Hebrew marriages as set forth in the Hebrew Bible—polygyny.

For further influence of this type of Hurrian marriage on early Hebrew laws see below, pp. 93 f.

19 Cf. the mārtūtu and kallūtu adoptions above n. 18 and below, pp. 93 ff.

20 Gen. 20:12. If one takes the view of Gunkel (HKAT - Genesis [Göttingen, 1901]) on Gen. 20:12 then the narrator has here devised an ad hoc explanation for the purpose of vindicating Abraham. Also chapters 12, 20 and 26 of Genesis are in this respect merely variant stories. On this supposition the Nuzian influence would stand out as the most promising explanation of such peculiarities.

However, assuming the validity of Gen. 20:12 as does S. R. Driver, (The Book of Genesis [London, 1954], p. 149) then it is uncertain if not improbable that Abraham's usage of נַעְרָה implies anything like an abhūtu marriage unless, as had been suggested, Sarah may have been adopted. If Sarah was an adopted daughter, and in this sense not a daughter of Abraham's mother, then the possibility might arise for a 'sistership' marriage of the Hurrian type.

21 'Brothership' documents record transactions between brothers of the same family (N I 87; N II 204) or members of different families (N I 99) in which there is a transfer of real estate (called zittu 'inheritance share') by the adopter to the adopted in return for a price (called qittu 'gift,' see below, n. 35).
small in number—certainly another indication of the archaic nature of the fraternal authority of the Nuzian brother. At any rate as Koschaker has shown these 'brothership' transactions are, from a legal point of view, the same as the more prevalent mārūtu 'sonship' contracts, at the same time pointing out the juridical parallel between the 'brothership' transaction in N I 99 and the mārūtu 'sonship' document—a sale-adoption published by Contenau in RA, XXIX (1932), p. 29, #3. The legal theory behind such a transaction seems to be the creation of an artificial familia-legal authority wherein the seller was endowed with the peculiar position of eldest brother and as such possessed sufficient authority so as to make someone inside (or outside) the family circle his '(younger) brother' and thus be in a position to transfer in a legal manner the real estate which otherwise would be inalienable. In other words the 'brothership' contracts are, like sale-adoptions, disguised sales only taking the form of a 'brothership' adoption due to

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22 N I 87; 99; N II 204; N VI 570; 604 and cf. G 29:7 ff.
23 See above, p. 57 and n. 17.
24 F 36 ff. and NKRA 88 ff.
25 For which see below, pp. 36 ff.
26 F 37 and n. 3.
27 Found most frequently in association with Nuzian inheritance dispositions is the term māru rabū 'elder son' or perhaps 'firstborn.' This son received a double portion and was followed in rank by the terdennu 'successor' who though he received but one share falls heir, upon the death of the 'elder son,' to his authority (see below, pp. 73 ff., n. 65).
28 not all aspects of this legal theory behind these aḥḥūtu documents are clear (F 39 f.); nevertheless this picture finds more substantiation than Lewy's unlikely view that these aḥḥūtu transactions represent the elevation of a son by a concubine to the ranks of those whose right it is by birth to share in the property which the father will leave behind (Or, IX [1940], pp. 362 ff.).
influence by the fratriarchal and feudalistic expressions of Hurrian societal organization.

Now having noticed that Hebrew onomatology carries definite traces of an era in which fraternal authority was most prominent and having noted the, perhaps remote, possibility of 'sistership' influence on patriarchal society, the obvious question which arises is whether or not there is any vestige in patriarchal society of a transaction exemplified by the Nuzian ḫḫḫtu proceedings. And in this connection the sale of his birthright by Esau to Jacob his brother has not been overlooked. Gordon would see in N II 204 a situation almost equivalent to that of Gen. 25:29-34 where Esau, famished to the point of death, shows utter disregard for his status as firstborn and sells it to Jacob for a mere mess of "pottage." Gordon explains this 'brothership' document of N II 204 as the disguised sale of a birthright of one Tupkitilla to his blood-brother Kurpazah, and further suggests as his reason for so doing was his "... dire lack of food ... ." Now a prima facie comparison of these two events does exhibit some similarities. In both accounts children of the same father are concerned; in both a sale is transacted (in one a birthright is sold for a mere pittance, and in the other an inheritance share—which may well be the owner's patrimony—is transferred for only three sheep); and the object of the sale for Esau was food and for Tupkitilla


30 See below, pp. 72 ff, n. 64.

31 Both are the sons of Hilpiššušû, and as F 40, n. 7 points out contemporaries of the well known Tehiptilla.

That inheritance shares were negotiable N VI 631:5 ff. shows—unless the sense of zittu here is the same as that pointed out below, p. 65—when it explicitly states zittu i-na dimtì mAkawaš-ti-la a-na ṣi-mi a-na mTe-pi-ip-til-la i-ṣ[i]-mi 'the share in the district of Akawatil he sold to Tehiptilla.'

32 Ibid.
was livestock which possibly could have been desired for food. Thus, unless a closer examination of the Nuzi document concerned shows the unlikelihood of any close similarity there may well be a correspondence here.

And yet hasty acceptance should be avoided for even though theoretically it is possible, several arguments do present themselves which point to the unlikelihood of N II 204 dealing with a birthright. The first and most obvious is that nowhere in the text is a birthright clearly mentioned. Furthermore, that the zittu, which is mentioned, does not actually refer to an inheritance share or birthright can be seen from the nature of the transaction.

It has been pointed out above that the abbûtu documents and their procedure originated in a fratriarchal society where the eldest brother was endowed with monocratic authority. Consequently, as was also indicated, in regards to the dispensing of property at Nuzi due to the inalienability of real estate the procedure was adopted, when one wished to sell property, of making the buyer a brother. This would, then, place the seller in the position of the elder brother, or mûru rabû (cf. below, pp. 72 f., n. 64), in which he would gain the authority to dispense with his property as he saw fit. Of course the buyer who has been made a brother must return the "kindness" by presenting to his "brother" a "gift" (actually the price of the property involved; cf. below, pp. 63, n. 35). Thus the abbûtu transaction is in nature one and same as the mûru or sale-adoption. 34

33 "The Mitanni State," under which the Nuzi tablets originated, "was at least semi-feudal in character." (C'Callaghan, Aram Naharaim, p. 66). Thus as a consequence land which was "... held in fief from the ruler," could not "pass beyond a male member of one's own family." (op. cit., p. 68). This view is in effect that of Speiser, Koschaker (ZA, XLVIII [1944], pp. 161-221), and Purves but against that of H. Lewy's unlikely view in Or, XI (1942), pp. 1-40, 209-250, 297-349.

34 I.e., basically a sale though disguised. See below, pp. 136 ff.
This being so the expressions used, over a period of time, would tend to develop a secondary and legal sense which transcended the original content, and in a legal context would simply represent the formal and accepted terminology of a sale (though undoubtedly in real adoptions the original sense was retained). Consequently the zittu, though in some contexts refers to an inheritance share, in this type of transaction would no longer do so, but merely would have reference to the property purchased. Likewise the qṣṭu would, then, not really be a "gift" but actually the price paid.\(^{35}\) As a result, then, the terminology of N II 204 gives no clear indication of a possible birthright for the zittu of l. 17 is actually a scribal error for qṣṭu\(^{36}\) and

\(^{35}\) That the predominant qṣṭu of the sale-adoption documents is virtually 'purchase price' (NKRA 55, 86) would be supported by the fact that štimu 'price' is actually found with some sale-adoptions, cf. N I 65:16-5; N II 152:21 f.; N IV 363: 16, 36 (cf. further Koschaker ZA XLVIII, 201, n. 73); but so few abḫūtu documents are extant that little can be said as to whether it was ever used with them or not. Yet since the mārūtu documents are juridically parallel to the abḫūtu documents this would substantiate the consideration of the qṣṭu, found in the 'brothership' transactions, as 'purchase price' (cf. also NKRA 90).

\(^{36}\) As Koschaker (F 41) has demonstrated showing also that leqū should be naddānu. Here again Lewy (Or IX, p. 370 and n. 1) would disagree. And again she would see Assyrian influence more than anything else in this oddity of ana X leqū where ana X naddānu is expected. She would translate 'to take from' and claims N I 87:15 f. and N VI 629:1 ff. for support. However, N I 87:15 f. is a break needing restoration which Lewy does but she restores kīm[a zittišu ana mP]unniia ilqē assuming it to be the same expression as N II 204's unique kīm[a zittišu ana X ilqē]. To do this produces the unlikely situation of two zittu in a document and no qṣṭu. Thus Koschaker (NKRA 172) and Cassin, L'Adoption à Nuzi (Paris, 1938), both rightly restore qṣṭu in N I 87. Likewise Lewy's view would not only create two zittu in N II 204 but also the incomprehensible situation of the same party receiving both. And finally, N VI 629:1 ff. \([X]XIV\) MA.NA.XXX SU a-na-ku [š]a ḫu-ša mar Mu-š-e-e a-na \(\text{Mi}-i)p-ri-ia mār P[i-il-aš-š]e [?]\) cf. 11. 17 f.) il-qi which Lewy (loc.cit.) renders '\(\text{[X]}XIV\) mina 30 shekels of lead'
that of 1. 15 simply refers to the real estate purchased apart from any juridical connotation such as 'birthright.' Furthermore, were zittu even to retain its original significance of 'inheritance share' there would still be no correspondence to נְדָעָה for zittu apparently refers to the actual property or possessions themselves, as Koschaker has pointed out (NKRA 55), whereas נְדָעָה signifies but the right or just claim to the property or possessions. Thus zittu would be more akin to מְנִיתו 'inheritance' or possibly מְנִית 'share' (cf. Gen. 31:14). Therefore, N II 204 would simply describe the sale of an orchard, or

ilqi, 'assuming ana ilqi = 'take from,' although it might also be viewed as a result of the passival sense of the Hurrian verb (PS 136) which underlies many ungrammatical usages of Akkadian verbs at Nuzi. This point of view would produce '24 minas (and) 30 shekels of lead belonging to Huite, son of Mushe, were received by Nihriya, son of P[ilashshe]' which would also ease the strain on ana created by translating it 'from.' Gordon's translation at this point (ibid.) also leaves much to be desired: 'And Kurpazah has taken three sheep to Turkitilla in exchange for his inheritance share.' It would be better to see in kıma the meaning 'as' rather than 'in exchange for' which would be kımu (though it is undoubtedly true that some cases such as kıma '[in exchange] for' in N III 228:4; 237; 3; 248:3 ff.; PS 66:16; 67:13 ff., and kımu 'as' in H V 80:8; N I 15:8; 11; 63:9; N II 216:7, would seem to infer that these forms could be used interchangeably at Nuzi yet it may be more accurate to see in such cases confusion on the part of the scribe.) In the great majority of sale-adoptions kıma = 'as' and in most of the ditennūtu documents kımu = 'in exchange for' which approaches more to standard Akkadian usage [for which see Von Soden, GAG § 114 g, h]). Also it can be suggested that 'his inheritance share' referring to Turkitilla would most probably have been zittīšu ša T., though this ought not to be pressed since Gordon himself (DNT 11) lists four other possible constructions to convey this thought. And finally, legū does not mean 'take' in the sense of 'convey' or 'bring' (this would be ūbila or ubla, cf., N IV 329:20, 24; 344:33) but is always used in the sense of 'take from' or 'receive.' Note also that naddānu 'to give' at times has a meaning akin to that of wabālu, in these tablets, as it is used in real estate sales with the witnesses who handled the transferrence of the price—which was frequently movable property such as livestock, grain, metal, etc.—as is shown by N I 17:31; 23:32; 25:24; 48:29; et. al.
rather part of an orchard, by one brother to another using an antiquated form of sale contract.

Nor is there any similarity between the two situations in regards to the relative values of the goods in question. In the Genesis account there is really no comparison, due to the great disparity between them, of the wealth for which the birthright stands and a simple meal of "pottage." In N II 204 on the other hand, even though three sheep does not seem to be a very high price for a tract of grove-land which in Nuzi was more expensive than ordinary ground, fortunately the dimensions are given thus enabling a relative computation to be made so as to determine the value of the land. This turns out to be of no great disparity such as the Genesis account has, but one well within the market values ascertained in the Nuzi documents. Computation, then, indicates that Tupkitilla's plot of orchard was but 5% of an \textit{i\textdegree\textmu\textepsilon_r}. Assuming for the moment that this was an ordinary

\begin{quote}
\textit{Cf., \textit{l; 5: i-na u\textit{\textdegree\textmu\textepsilon}-mi i-za-az gi\textmu\textepsilon r\textmu\textepsilon , 'when he divides the orchard.'}
\end{quote}

\begin{quote}
\textit{NRET 43; NKRA 59.}
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\textit{N II 204, 11. 5-10 gives the demensions as: north, 45 cubits; south, 42 cubits; east, 33 cubits; west, 33 cubits. If a cubit equals \(\frac{1}{2}\) meter (\textit{MPND 12; NRET 21}) then the demensions in meters are: north, 22.5; south, 21; east, 16.5; west, 16.5. A chart (see next page) allowing 1 cm. to equal 1 m. yields, from the scalene quadrilateral thus formed, diagonals of approximately 27.95 m. and 26.55 m. with an angle (\(\theta\)) between them of about 165°30'. (this procedure is necessary since the plot of ground is not a parallelogram or trapezoidal in shape, and thus the diagonals plus their angle are needed to determine the area). Now the area of any quadrilateral is obtainable by the formula \(A = \frac{1}{2}ab \sin \theta\) where \(a\) and \(b\) are the diagonals and \(\theta\) is the angle between them. This, then, indicates that \(A = 357.53\) sq. m. Now if an Assyrian \textit{i\textdegree\textmu\textepsilon_r} = 7430 sq. m. (\textit{MPND 12; NRET 25}) then 357.53 = 4.8% or approximately 5% of an \textit{i\textdegree\textmu\textepsilon_r}. NRET 40, 43 indicates that the average price of 1 \textit{i\textdegree\textmu\textepsilon_r} of land was 10 shekels of silver and that orchards ranged anywhere from 3 to 40 times more expensive. Consequently, the price—3.99 shekels (see below, n. 41)—of this orchard, either before or after the division mentioned in 1. 5, is well within the Nuzi range and
\end{quote}
plot of ground then 5% of an imēr should cost 5% of 10 shekels (the average price of an imēr of ground) or .5 of a shekel. But this is not ordinary land but an orchard or grove-land and in accordance with its higher market value, three sheep were paid making a price of four shekels for 5% of an imēr. As a result this small plot is at least eight times more expensive than ordinary land, and being grove-land this is to be expected. Consequently Kurpazah did not strike a bargain such as did Jacob, gaining much though paying little, but paid well what the orchard required.

Finally, Tupkitilla divided his property when he sold it, and thus did not sell all as did Esau. Undoubtedly he owned more than this small tract of grove-land. But even if he did not, all of this still renders the suggested cause of the sale—

would be even more within the range if 18,000 sq. m. were the size of a Nuzian imēr as Steele suggests (NRET 30). Cf. also Lewy, RA, XXXV (1938), pp. 33 ff.

40 See the previous note.

The Nuzian expression imēru represented three different yet related senses: 1) ass, 2) a quantity of volume measurement (i.e., and ass load, Cuq, Journal des Savants, [1927], p. 342) amounting to either 100 SILA's or 80 SILA's (MPND 14), and 3) a quantity of area measurement which was most probably that area which could be sown with a donkey load of grain as PS 87:1 suggests: 5 imēr še'li ana NUMUN.MAS' ana 5 imēr eqlī 'five homers of barley as seed for 5 homers of land' (cf. Speiser, PS p. 126; note also NKRA 24). This area amounted to at least 7430 sq. meters (an Assyrian imēr, MPND 12) and could possibly have been as large as 18,000 sq. m. if Lewy's computations are correct (RA XXXV, [1938], pp. 33 ff.). Contrast Lacheman (Nuzi, D, p. 532) who would see in the imēr the surface of land which a donkey could plough in one day, i.e., 8000 sq. feet.

41 MPND 62 shows 1 sheep to be the equivalent of about 1.333 shekels of silver.

42 See the end of n. 39.

43 Cf. n. 37.
as a parallel to the Genesis account—as hunger very improbable, and due perhaps to a desire to see similarities where similarities do not exist. It should be said, then, that as regards Gen. 25:29-34 and N II 204, the only correspondence which really exists is that of a sale between two brothers, which, of course, possesses little that could demand consideration as a meaningful correspondence between two sociological traditions.

These, then, although they do not embrace all such traces, would be the three principal or more conspicuous traces of Nuzian fratriarchy. Still others, perhaps less obvious, will be noted below under Inheritance, and Marriage and Divorce along with their Pentateuchal analogs. At any rate at this point the question may be posed as to how much correspondence does exist between Hurrian fratriarchy and those fratriarchal traces yet visible in the Bible itself. There can be little doubt that

44 Gordon, ibid.

Probably the closest thing in Nuzi to this situation between Jacob and Esau is H V 99 a tamgûrtu 'agreement' tablet between Manniya, son of Tultukka, and Ilanu, son of Tauki. The agreement is that Manniya is to receive a double share and Ilanu a single share of Tauki's accumulations. The cause of the agreement is unknown. They are not sons of the same father although Manniya may have been adopted. Still the transaction concerns actual property and not the right to property. Perhaps H XIII 143 would be more apropos since here brothers with the same father enter into an adoption agreement with the one brother deeding over all of his property, title included, that he receive from his father(ll. 28-31 tuppù ša šimu < ma> ki ša maju ayanu mN. atadînmi "The will of my father A. I have given to N."). No price is mentioned.

45 Pp. 72 f. and pp. 93 f.

46 Perhaps fraternal authority of a greater extent than might be expected for patriarchy may best explain Abraham's relationship to Lot (his brothers son; Gen. 11:28; 12:5), Rebecca's relationship to her brother Laban (Gen. 24:29 ff.; frequently a Nuzi brother will give his sister in marriage as e.g., H V 53), David's relationship to his brother (I Sam. 20:29 when apparently his father was still alive, I Sam. 22:3), and the
there are fratriarchal survivals displayed on the biblical scene but it may be disputed as to whether or not there is anything distinctive enough to be attributed to Hurrian societal influence. Of the three areas discussed above that of onomatology is too general to be distinctive and that of such legal contracts of 'brothership' agreements seems wholly lacking in patriarchal society. And as to the 'sistership' marriages there is little that can be said conclusively as to any sociological impress which they may have had and yet the odd significance of Heb. נב 'sister' as a term of marital endearment, and its close connection with נב, serving as it does for both 'bride' and 'daughter-in-law,' and both of these weighed in the same balance with the several patriarchal marriages resulting from brides received from Hurrian dominated Harran may well tip the scales in favor of correspondence.

2. Inheritance

Nuzian inheritance customs present an interesting and varied picture that arises principally from two types of documents: 'settlement' documents and (real) adoption documents. Both

fraternal authority expressly stipulated in Gen. 27:29, 40. All of these and others even less probable are mentioned in Gordon, JBL LIV, 226 f., and p. 231.

Another situation seen in Arrapha-Nuzi which Koschaker (F 76) intimates is best explained as originating in a fratriarchal family is the application of אֲבֹת 'brothers' to relatives and not only to blood brothers. For Nuzian examples see F 44, n. 5. An identical usage is seen with Heb. נב, נב (Gen. 13:8; 14:14, 16; 29:12, 15 et passim); the implication of course being that the same explanation of the origin of the Arraphan usage should also serve the biblical application.

47 See above, p. 58, n. 18.

48 See above, p. 21. See also below, pp. 112 ff. for other evidence of Hurrian marital influence especially at Harran.

49 I.e., סְיָםְתָו, which, since there is a parental disposition
of these types of documents have received a juridically thorough treatment at the hands of Koschaker 51 and Speiser 52 so that here, like as with fratriarchy nothing more than a simple characterization is sought, a characterization adequate enough, however, for comparison with Pentateuchal customs.

The šimmu documents, 53 then, describe the administration of paternal authority 54 in the disposition of property (both real and personal) to the beneficiaries who are either the testator's children (begotten or adopted) 55 or his wife 56 or both. 57

of the property among the immediate descendents or beneficiaries in some cases can be considered a will or testament although šimmuškan (H V 72:47; 70:13) seems to be the more specific term for will in Nuzi Akkadian (FL, 19 and n. 42).

It should also be noted that the terms "inherit" and "inheritance" as used here are much broader in scope than the limited legal sense of succession to an estate upon the death of an intestate. In this strict sense little is known of Hurrian inheritance.

50 See below, pp. 71 ff.

51 NKRA 26, 57, 60 f.; OLZ, XXXIV (1931), 225; F 38 f.; ZA, XLVIII (1944), 195 f.

52 FL 18 ff.

53 G 5; H V 70-74; N V 443, 444; H XIII 366; 465; RA, XXXVI (1939), p. 119.

54 H V 73:10 f., corrected by Koschaker in light of H V 7:17; 67:37 (OLZ, XXXV [1932], col. 400), with its u 𒐥 a-na al-bul-ti [ša] DUMU.MES. i-te-pu-uš ' and he gave 𒐥 paternal authority [over] the children' shows that even the father's position of authority could be transferred to the mother. H V 7:17 and 67:37 shows the same transferral only as part of (real) adoption transactions. H V 74 is an example of a woman exercising not so much this authority but redispersing of the chattels deeded to her by her husband. They go to her sons and thus remain in the family.

55 H V 72; 74. G 5 is a settlement tablet of one Nashwa for his grandchildren, the sons of the adopted Wullu (who probably died before his adoptive father).

56. H V 70.

57 H V 71; 73.
From the rich cluster of H V 70-74, H XIII 366 and G 5 a whole series of stipulations can be pointed out, most of which, as was stated before (p. 69 and n. 52), were fully described by Speiser in his study "New Kirkuk Documents Relating to Family Laws."

To begin with the principal recipients are the sons of the testator with the firstborn receiving a double share (H V 71; G 5) while the remaining sons receive their shares according to their allotments (H V 73; G 5). A wife also may receive a share of the real property from the testator even before the children (H XIII 366), however, H V 71 is a case where a son receives a double share whereas the wife receives but a single share although for life (H V 71). It is further stated in this particular case (H V 71:10 ff.) that should the wife die and other sons be living her share passes to the one who received the double share and not to the others. And this case further restricts the wife's ability to devise by stating if she remarries she is to be stripped naked and expelled (ll. 34 ff. and Koschaker, OLZ XXXIX, 154), a statement that may also signify she forfeits everything (cf. below, pp. f.). This supposition would then coincide nicely with the observation which Speiser has made: these "... settlements ... point to a determined effort to keep the property within the clan." A wife also may be sole beneficiary of a settlement and in addition have the privilege of disposing her allotment where she pleases (H V 70, H XIII 366). It must be noted, however, that in the case of H V 70 she received not real estate (as did the wives in H V 71 and H XIII 366 who were restricted in its disposal)

Thus Koschaker (NKRA 65) asserts it is neither a form of adoption nor merely a grant but a parental division of the legacy among those under the parental authority. His definition in OLZ XXXIV, col. 225: "divisio parentum inter liberos."

58 A stipulation also found with real adoptions, below, p. 72, n. 64.

59 FL 20.
but chattels and interestingly enough H V 74 shows her bequeathing them to her sons thus conveniently keeping even these goods within the family. This apparently would indicate, at least in regards to real estate, that the testator granted the wife the right of possession but limited rights of disposal and that even the right of possession seems to be removed if she remarries (in which case she might possibly deed her property over to her new husband and so remove the property from the family provided she had enjoyed both possession and title). And finally, a wife may not only be granted her share but she may also be endowed with paternal authority apparently over the remainder of the property and thus be empowered to dispose of the whole estate (H V 73, H XIII 366). However, these settlements specifically states she is not to give anything to strangers (H V 73:26 f. and H XIII 366:23) and so it is assured that the property remains in the family. But, in addition to this restriction of her authority, it is further stipulated that in event of filial disobedience she is not permitted the right of disinheriting the offender though she may punish him (11. 18-25). Should she die the sons are to receive their shares according to their allotments (11. 14 ff.). The disposition of H XIII 366 provides severe corporal punishment for a son who should later lay claim to what has been given the wife.

That a father might alter his 'settlement' may also be noted (H V 72:48 f.).

There is yet another important class of records displaying inheritance procedures: the adoption (real as opposed to sale) documents. This particular type of transaction established the familial inheritance rights and obligations of the

60 H V 7; 57; 59; 60; 65-67; H IX 22; N I 59; G 9; 51. See especially FL, pp. 7-13.

61 FL 13-18; Koschaker, NKRA 52 ff.; OLZ XXXV, 404; ZA XLVIII, 199 ff.; below, pp. 136 ff.
one who is now, from a family-legal point of view, considered
a bona fide member of the family. Of the various clauses found
in real adoptions the most pertinent here concerns the allotted
rank of the adopted, that is as to whether he is firstborn,

62 NKRA 57 and FL 7 ff.

63 Speiser, op. cit., 7 f. lists seven possible clauses found
in Nuzian real adoptions: 1) adoption tablet of A: he adopted B,
2) property is described, 3) if A has a son he is eldest and re-
ceives a double share while B is second; if A has no son then B
is ewuru; 4) as long as A lives B serves him; 5) A shall adopt no
other son in addition to B; 6) defaulter pays 1 mina of silver
and 1 mina of gold; 7) a proclamation.

64 Maru rabû, 'elder son, firstborn' (HV 7:12; 21:6; 67:9;
72:6; IX 24:10 et passim; sometimes aplu rabû, G 4:6; 5:33;
72:10). The firstborn always receives a double share of the
legacy (HV 7:12; 21:6 f.; 67:9; 72:7) the which double share
Koschaker considers merely a preferred share (ZA XLVIII, 194 f.,
n. 59; cf. also ZA XLI, 35 f. and 39). As he sees Nuzian
familial development at first there was a Grossfamilie in
which the eldest son had an exclusive inheritance right (Al-
leinerbsrecht) as successor due to the importance of his position
(Hauptstellung); this was followed by the development of a
community of heirs with the eldest holding the preferred posi-
ton but there was no right of succession (Eintrittsrecht) exis-
tant among the descendents of the co-heirs; and, then, finally
a community of heirs (Erbengemeinschaft) with not only a pre-
ferred position of the eldest but also right of succession (ZA
XLVIII, 196).

That a father could stipulate just who the firstborn was
HV 20 seems to show for there Kipalrumati reinstates his dis-
inherited Zirtehshub as maru rabû with rights to a double share.
Cf. also HV 48:15 f. where a man is asked by the judges: Šum-
na at1-ta (so Koschaker, OLZ XXXV [1932] 401) ta-ma-at-ki-mi
mar-ka ku-ul-li-im-an-ni-mi û ni-i-nu lu-û ni-de,-mi which
Speiser (JBL LXXIV, 255) renders 'Since you may die, then point
out your son to us that we may know.' Thus the birthright could
be a matter of paternal discretion and not of chronological
priority (op. cit., 256).

In light of HV 71 where the firstborn receives 2/3 of the
dwelling (bitu rabitu) of the family head (ZA XLVIII, 194 n. 59)
with the wife receiving 1/3 until she dies at which time it
goes to the firstborn, and in light of HV 72:10 f; N III 272
and G 6 where it appears that not only the firstborn but other
sons can hold shares in the bitu rabitu Koschaker maintains
(ibid.) that the b. r. was bequeathed to the eldest son after
the death of the family head and that an inheritance right in
Generally the situation is: if it of the other sons was also recognized.

One other apparently exclusive right of the māru rabû was his right to the household gods. In G 51 if a son is born to the adopter then the household gods belong to him and not to the adopted. Further, G 5:20 f. shows the gods were given to the firstborn ana kitri (for which term see G 5:20; H V 73:36, 42; 74:18; N IV 552:10) the which expression according to Koschaker signifies 'exclusive grant' (ZA XLVIII, 189 ff. n. 53). Yet under some circumstances it may be possible for other sons to claim certain rights to these gods. Koschaker (ibid.) made a tentative restoration of RA XXXVI, 119:18 f.: mārupl it-[t]i-


which both contain the identical expression irwišši  ú ana ilānīpl-ni ša X. Y la iGerreb 'concerning the feudal service and gods of X, Y shall not lay rival claim' (that irwišši [Hurrian irwi 'king' + -šši/e meaning perhaps 'due the king'] = ilku, see Speiser, Mesop. Origins, pp. 145 f., n. 90 and Koschaker, op. cit., 210, and that qerēbu 'draw near' signifies 'lay rival claim to' cf. NKRA 26, n. 4) might by their prohibition imply some possibility that sons of a lesser rank had some claim to the household gods although its purpose may have been to preclude just such a possibility (Draffkorn, JBL, LXXII [1957], p. 221). At any rate this whole subject of the Nuzian household gods has been thoroughly discussed by Draffkorn, op. cit., pp. 216-224 and the point she makes that is significant here is that the house gods were protectors and symbols of the family property and as such safeguarded the property and the person in relation to the property against future claims (ibid., p. 222).

65 Terdennu, H V 7:15; 60:11; 67:10; 72:8; G 70:9. FL, 8, n. 6 wonders if this word stems from Aramaic. Koschaker (F 35 f.) sees in it a derivation from X T7 'to follow' and translates it as 'successor' (Nachfolger). Gordon, (JBL, LIV [1935], p. 228, n. 28) agrees with Koschaker and then maintains that "... ter-
dennu was borrowed into Aramaic as the feminine of the numeral "two," ... ." However, regardless of its etymological der-
ivation the juridically significant point of Koschaker's (ibid.) is that the terdennu was so called not simply because he fol-
lowed the firstborn but because he was appointed at sometime to enter the position of the firstborn. According to Koschaker's view of Nuzian familial evolution described in the previous note the original fratriarchal rigidity was relaxed to the point where the exclusive rights of the māru rabû and terdennu could be granted by an adopter or testator to other persons yet not so as to overlook or avoid the legal heirs (see also F 39).
the adoptive parents have a son already, then he is the first-born and as such entitled to a double share of the legacy while the adopted son then becomes the 'second'. But if the adopter has no son, then the adopted becomes the firstborn and heir presumptive until, if ever, a begotten son is born. Should this happen, then the adopted becomes 'second'. However, in either case if the adopter dies the adopted becomes ewuru, 'heir'. Lastly the double share of the firstborn represents most probably an ideal or perhaps titular quota as over against a con-

66 H V 60:13; N IV 333:73; 392:14. That ewuru (the e-PI ur-šu of N IV 333:73 would show PI = wu in this word) signifies 'heir' is not too difficult to determine (NKRA 14, VI a). The crux of the matter is in establishing its precise limits as far as the documents will allow. Speiser (JAOS LV, 455 f. and n. 17) has narrowed its meaning down to 'heir by decree' as over against direct heir (cf. also Draffkorn, op. cit., 219, n. 16). H V 60:8 ff. states that if the adopter has a son he will receive a double share and the adopted will then be the 'second' (terdennu) but if the adopter has no sons then the adopted is ewuru. H V 67:8 ff. is in some respects the same: if the adopter has a son he is the firstborn and receives a double share while the adopted is the terdennu, however, when the adopter dies the adopted becomes ewuru. In light of H V 60 it might be expected that the scribe might possibly have omitted the provision 'if the adopter has no son, etc.' but G 51 makes provision for the adopted to become ewuru on the adopter's death and to divide equally (except for the household gods) with the adopter's son. In this respect H V 67 is more akin to G 51 then to H V 60.

Ewurumma epēšu, the expression used in G 51:2, H V 67:15; H XIII 465:5 and in N V 513:7, is 'to become heir, to inherit' following the usual Nuzian method of forming a verb from a Hurrian noun, viz., noun + umma + epēšu 'to do, make' (cf. balwu H XIII 417:6 'border wall' and balwumma epēšu [ZA XLVIII, 172, #2:15] 'to surround [a field] with a wall'; šina 'two' and šinatumma epēšu 'to do a second time' [PS 118]). And, based on ewuru, is ewurūtu 'ewuru-rights' (Speiser, JAOS LV, 436).

67 Koschaker (NKRA 49, n. 1; ZA XLVIII, 196 ff.). These quotas as Koschaker indicates were called ūppātu 'tablets' and generally, when used as such, signified 'real estate.' Cf. G 7; 15; N V 521; H IX 35:13 (?). Note also that in spite of the breaks in G 15 it seems to show Wantišenni, the firstborn, in possession of six ūppātu and the others holding three each. One
crete, actual or real portion of the inheritable real estate and chattels. In other words among the heirs there is joint ownership of the communal property (note above, p. 70 the decided efforts to keep the property within the family) which is represented as a certain number of quotas, depending on the number of heirs, the firstborn receiving a double portion or double quota (Koschaker, ZA XLVIII, 196 ff.).

Another aspect of this whole Nuzian inheritance complex that may be noted in addition to the primacy of male heirs is that,

perhaps might wonder whether or not H V 75 could be an example of one of these tuppu. H V 75 is called a tuppi zitti and consists of a division among co-heirs (u-na-as-sa-ag-ma il-gi [l. 10]; cf. NKRA 36) with the favored member selecting first (ibid.).

An interesting sidelight on at least one method of real estate division among heirs comes from N II 196 and N V 519. In N II 196 four sons, before they sell their buildings to Nuzi's realtor par excellence, Tehiptilla, declare that their father had

GI.KAK.TAG.GA iš-pa-ti i-di-. And, further, in N V 519 two brothers regarding all their shares (1. 4 Ḫ.A.LA-Šu qa-as-su-nu) in the buildings in Ḫ.Ulamme GI.MES.KAK.TAG.GA i-na libbi bi KUS iš-pa-ti it-ta-du-u (11. 6 ff.). The expression is not as difficult to understand ("to cast arrows from a quiver" Speiser, JAOS, LV [1935], p. 439, n. 28) as the precise details of the action. Cross (MPND 53) considers the assignment of the property to have been based on the direction the arrows fell. Perhaps a bit more plausible is Lewy's view (Or. XI, p. 210) that the arrows represented the shares and that the shaft which fell out was the allotment of the individual in question. That a similar practice, though perhaps not with arrows, was prevalent in Israel cf. Jdg. 18:1 and Ps. 16:6.

68 That apparently even debts were inheritable cf. P 58 and Ps p. 94.

69 In H V 67, a sort of combination adoption-marriage document, if the woman who was given as wife to the adopted should fail to bear him any children it then becomes necessary in order to obtain an heir for her to give him a slave woman (1. 20 sinništa ša mābits Nu-ul-i lit. 'a woman of Lullu;' for Nullu = Lullu see Chiera, AJSL XLVII, 285 and Speiser, Mesop. Orig. 95, and that 'a Lullian woman' was practically synonymous with
besides the sons, provision is not only made at times for the wife, but as occasion requires provision is also made for daughters. From HV 67:27 ff. it is learned that only on the absence of a son may a daughter inherit and she then receives but one portion of the real estate.

Reference has already been made (p. 72, n. 64) to the fact that "... in matters of birthright the father's decree could reverse the natural order." And now, in keeping with paternal decrees, PS 56 may be pointed out as containing a paternal disposition that even though it was given orally, with the father seemingly lying on his deathbed, it was upheld by the court, in other words a nuncupative will. Tarmiya, the plaintiff in this instance, is suing his two brothers for the slave-girl, Zulul-Ishtar, on the basis of a statement which his father made, when apparently critically ill, before witnesses. Claims Tarmiya (11. 8-16): "My father Huya was ill and on (his) couch he lay. And my hand my father seized and thus to me he spoke, 'The other...

'slave-girl' see Speiser, ibid., and FL 33, note on 1. 18) whose son then will be considered the legitimate heirs. However, should the real wife later on bear children they retain their rightful claim as heirs and the children of the slave woman are superseded though they may not be sent away. Only if sons are lacking to the real wife may a daughter inherit.

In keeping with this stipulation regarding a childless wife is G 12. Here again another woman is taken as wife but it is specifically stated should the first bear children, the children of the second are completely cut off from the inheritance.

70 See above, pp. 70 f.

71 Speiser, JBL LXXIV, 256.

72 This clause qāti qābtu certainly has a legal (Speiser, 254, n. 10) and not an emotive denotation, as might be suggested, due not only to the formality of the proceedings here described, but also to the abridged or condensed nature of Nuzian judicial briefs which could argue that only the legal essentials were described. The act must have had some certifying or guarantying significance. This would, in part at least, be suggested
sons of mine are older (and) wives they have taken. But you have not taken a wife. So Zululi-Ishtar as your wife to you herewith I am giving." 73 The judges then call for Tarmiya's witnesses and instruct Tarmiya's brothers, Shukriya and Kulahupi, to maintain their defence by an oath of the gods 74 against Tarmiya and his

by the identical expression qa-ta-at-ti ig-sa-bat 'he shall seize the hands of' found in Ugarit (PU III 15.81:4, II) however, though the expression is identical in Ugarit its sense is different being the same as Nuzian mâbis pùti 'to be surety, guarantor for' (H V 28:14; H IX 72:11; PS 29:5; G 71:4; N V 529:13 et passim). Nevertheless in both cases, and also that of mâbis pùti, a gesture with the hand possesses a guarantying forde. Koschaker points out (NKRA 120, n. 3) that also Cappadocian qatātu 'hands' in some way indicated a guarantying gesture and the biblical custom for sealing surety agreements might be compared, too, with its หญิง (Prov. 6:1 f.; 17:18; 22:26); หญิง (Job 17:3) 'to strike hands.' At any rate some sort of manual gesture for the purpose of guarantying was certainly widespread enough to assume a somewhat similar situation in the case at hand.

73 Speiser's translation, PS 107. See also his discussion in op. cit., 253 f. This tablet is also translated in ANET 220. Cf. CH § 166.

74 This expression ilāni našū 'to swear by the gods' has received extensive treatment at the hands of Driver-Miles, Iraq VII (1940), pp. 132-138; H. Liebesny, JAOS, LXI (1941), pp. 134-137; and more recently Speiser, Or, XXV (1956), pp. 15-23. The latter discussion is the more admissible since Liebesny's treatment concerns not so much the linguistic as the legal significance of the expression.

Thus the ana of the usual Nuzian expression ana X (ana šibūti ša X) ilāni iššaši is adverbial (Or, XXV 20 f.) with the sense of 'in regards to' and našū does not signify 'to lift' (which would introduce the physical impossibility of the defendant' attempting literally to carry the plaintiff and his witnesses to the gods in such cases as H V 47 or H IX 12) but is an analogical back-formation from nīš (constr. of našu/nēšu 'to live'), an expression found in such oaths as nīš ilāni 'by the life of the gods.' (Cf. Heb. יֶשׁ 'ֹ ; יֹ וֹ ; יִּבְּ ; יֵּ'). That is to say Nuzian Akkadian in regards to nīš in oaths was faced with:

nīš 'the raising of': našū 'to raise'
nīš '(by) the life of': x 'to swear'
witnesses. When they decline the judges decide in favor of Tarmiya and award him the slave-girl. Thus the court recognized an oral disposition as juridically acceptable and on the basis of its legality rested their decision in favor of the plaintiff.

And finally, not only inheritance procedures are found at Nuzi but also provision is made for disinheriting. Fortunately, although the documents are few, they are surprisingly enough representative or at least permit several observations. If not in all cases, then in some, if a son (a nephew adopted by his uncle in the case described) is disobedient to the point where court action is required thrice, he may be disinherited (H V 7). The parental authority that was specifically granted in this real adoption (ll. 16 f.) did not prohibit disinheriting as was the case in H V 73 where only punishment was allowed. N V 478, further, presents an actual disinheritance document in which it is explicitly stated that the one disinherited not only has no share in the real estate but he is also cut off from a share in the gods and ancestral images. And, then, as if to complete the picture H V 21 is a reinstatement of one who formerly had been disinherited. He is reinstated as firstborn; other sons receive shares according to their allotments. Finally, N VI 577 although badly broken seems to be an adoption (sale? 78)

and consequently by analogy supplied našū in the sense of swearing or adjuring. And certainly in this development niš qāti 'lifting up of hand(s)' must have acted as a catalyst since both expressions (niš ilāni and niš qāti) were common to religion (op. cit., 21 f.).

75 The expression for this, kirbāna ḫepû, 'to smash a clod of earth' is symbolically representative of dissolving an inheritance relationship (Draffkorn, JBL, LXXVI [1957], p. 221; cf. FL, 11).

76 H V 7; 21; N V 478; N VI 577.

77 Koschaker, OLZ, XXXIX (1936), col. 155.

78 The name Tehiptilla in ll. 8 and 16 might imply this.
which ends with a statement that might imply one or a select number of sons could be reckoned as legitimate beneficiaries with the remainder being disinherited. 79

Turning then to the Pentateuchal correspondences to Nuzian inheritance customs, Genesis 27 stands out as a fruitful source containing within its compass several analogs. Perhaps the most distinctive example is that pointed out by Speiser 80 when he compared verse 2 and its statement of Isaac, "nā'ā nā'ānākū altīb (altīb) "See now, I have become old" with H IX 34:9 inanna anāku altīb (<aštīb) 'now I have become old.' Both expressions are found in the same general type of familial-legal context, namely a final disposition. Gen. 27 contains the familiar account of Jacob's clever subterfuge by which he deceived his father and defrauded his brother of his blessing. However, underneath all the chicanery here described there certainly lies a final dispensing, and that made orally, of property for vr. 37 allows a glimpse behind the poetical framework of vv. 27 ff. as it shows Isaac granted copious authority to Jacob, perhaps that of a fratriarch, in addition to property. 81 The Nuzi document (H IX 34) is also an oral disposition (țēma šankānu) of one Hanaya concerning his extensive land holdings, evidently near the town of Paharrashwe. 82 And, in keeping with the usual concise nature of such Nuzian legal documents, the whole transaction is condensed and stated with a precision which would imply that such a seemingly unnecessary statement as "I have now grown old" is formulaic in nature and partakes possibly of the same legal stature as our

79 N VI 577:22 ff.: û [غا]a [م]a-ri-e-[šu] ri-šu-ti ki-ir-ba-[na-šu?-nu?] ih-te-pî 'and the rest of [his] [s]ons he disinherited.'

80 JBL, LXXIV (1955), pp. 252-256.

81 It may be that the grain and wine have reference not only to produce but a grant also of the land that would produce them.

"being of sound mind and body." The implication of course is that the same sense adheres to Gen. 27:2 although Gen. 27 does not exhibit the Nuzian conciseness of description since it is a narrative and not a legal brief.

But there is additional reason for historically relating Gen. 27 with Nuzian dispositions in the fact that they could both be made orally. It was pointed out above that in Nuzi such oral statements were juridically acceptable and could be upheld by court action. And, significantly enough, Esau never once disputed the legality of what his father did but rather pleaded with him for some additional benefit that might have been overlooked. In so doing, then, he tacitly admitted that from a legal standpoint his father's oral disposition was not only permissible but valid.

There is yet another aspect of Gen. 27 which might possibly carry at least a dim remembrance of Hurrian familial status and that is Isaac's reference to Esau as his 'oldest son.' In consideration of the several Hurrian influences

83 Pp. 76 f.

84 It might be noted again that in PS 56 the will was made on the testator's deathbed which would compare nicely with Isaac's reference to the closeness of his day of death (vr. 2). It might also be noted that contrary to usual Nuzian procedure "Testamentary dispositions in writing were unknown in Biblical times." Neufeld, Ancient Hebrew Marriage Laws (London, 1944), p. 259.

85 Vr. 36, רַבְּרוּת וְיָכַר וַיֵּלֶדְוַי-לָנוּ: you not 'Have you not retained a blessing for me? For Gordon on this correspondence see BA, III (1940), p. 8 and JNES, XIII (1954-55), p. 56.

86 Although this expression is peculiar to this chapter, and this may, therefore, prove significant in view of other considerations, the usage of יִבְיֶא in Gen. 10:21; 29:16 and Ezek. 16:46 would seem to require in יִבְיֶא: if taken by itself, merely a reference to age.
emerging in this chapter it may well be that may carry undertones akin to Nuzian māru rabū 'oldest son.' As seen above, māru rabū was much more than a designation of age, it was primarily a designation of inheritance rank equivalent to Heb. בֵּית בָּנָי 'firstborn.' Thus, taken in this context which

87 P. 72, n. 64.

88 Cf. Ugr. bkr, and Akk. bukru and note that Nuzi does not employ bukru for this concept. In Hebraic Palestine as well as Hurrian Nuzi the firstborn received a double portion of the inheritance and, further, the right of the firstborn could be granted to another, in both cultures, by passing over the son who was chronologically the first. This latter is clearly implied, for the biblical picture, from Deut. 21:15 ff.: "If a man has two wives, the one he loves but the other he dislikes, and both the one he dislikes and the one he loves give birth to sons; and, further, if the son who is the firstborn shall be born to the one he dislikes, it shall be that in the day that he bequeaths to him, along with his other sons, that which belongs to him, he shall not be permitted to make the son of the one he loves the firstborn in preference to the firstborn, the son of the one he dislikes; but he shall recognize as the firstborn the son of the one he dislikes and give him a double portion of all that is found belonging to him because he is the beginning of his strength; the right of the firstborn belongs to him."

The obvious assumption here is that the parent possessed the power of stipulating who the firstborn was but curtailment was needed to prevent misusage. I Ch. 26:10 is an example of where one not the firstborn was apparently made such. Cf. also the explicit statement of I Ch. 5:1 ff. (Gordon's contention [JBL LIV, 229] that Ezer of I Ch. 12:9 was first, among his brothers, in this sense is obviated by the fact that לַעֲבֵד לַעֲבֵד of v. 14 is not so much 'from the sons of Gad' as 'from the Gadites;' cf. v. 8 לאו לאו) Cf. also the discussion of Neufeld, op. cit., pp. 262 ff.

The same has already been noted for Nuzi, above, p. 76 and n. 71.

Ugarit also displays this particular authority when in the Keret epic the youngest of several daughters is raised to the status of firstborn III K, 3:16 cf. also Ginsberg, "The
exhibits several explicit Hurrian traces, the possibility of retaining at least a faint suggestion of Nuzian maru rabû can not be altogether discountenanced. 89

Since occasion has given rise to a consideration of the maru rabû of Nuzi, reference may also be made to another inheritance right of the Nuzian firstborn which enabled the establishment of perhaps the most striking of all biblical correspondences to Nuzian family law. Sidney Smith was the first to suggest a connection between the Nuzian household gods and the enigmatic והרעש 91 which Rachel stole from her father.

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89 The suggested nexus of the two cultures at this juncture would seem to be no less likely than the conjectural association of Gen. 27:21 with qati šebtu of PS 56 (above, p. 76, n. 72) made by Speiser, JBL, LXXIV, 254, n. 10.

90 His first statement with Gadd (RA, XXIII [1926], 126 ff.) was later elaborated on in the Journal of Theological Studies, XXXIII (1932), 33 ff. The validity of this correspondence was recognized immediately (Albright, The Archaeology of Palestine and the Bible [1932], pp. 138 f.; Speiser, Mesop. Origins, 162; AASOR XIII, 44 and Gordon, BASOR, LXVI [1937] 26; BA, III [1940], 5 f.; de Vaux, RB, LVI [1949], p. 35) but not thoroughly discussed until recently by Draffkorn, "Ilûni/ Elohim," JBL, LXXVI (1957), pp. 216-224.

91 Idolic figurines. There is some question among the older commentators as to whether והרעש is to be construed as singular or plural. The tendency was to see it as referring to one image perhaps on the basis of I Sam. 19:13 (Dillmann,
Laban (Gen. 31:19). These objects, small enough to be hidden by Rachel's sitting on them, must have had a value all out of proportion to their size to prompt Laban, with sufficient assistance, to make a week's journey to recover them by force if necessary (Gen. 31:23). The significance of the Hurrian \textsuperscript{92} ilâni in the sense of 'house gods' becomes clear from G 51 \textsuperscript{93} where they "... served as a kind of symbolic title to family property." \textsuperscript{94} Viewed in this light then, Rachel's possession, unbeknown to Jacob, of Laban's gods was a serious offence involving property rights which legally were not Jacob's as Jacob himself acknowledged by his reaction to Laban's demand. Furthermore, in light of the combined adoption-marriage documents \textsuperscript{95} coming from Nuzi, there is good presumptive evidence that Jacob

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\textsuperscript{92} It has already been pointed out (above, pp. 21 ff.) that Harran was under Hurrian dominance so that the patriarchs were certainly exposed to acculturative influences during their stay there.

\textsuperscript{93} A real adoption of one Wullu by Nashwa in which is found the following (11. 7-19): "When Nashwa dies Wullu shall become heir (ewurumma epâšu, see above, p. 74, n. 66). If Nashwa should have a son then he shall divide equally with Wullu, however, Nashwa's gods his (natural) son shall take. But if Nashwa has no son, then, Wullu may take Nashwa's gods. Further, (y), his (Nashwa's) daughter he has given as wife to Wullu, but if Wullu should take another wife, then, he shall forfeit the lands and buildings of Nashwa."

\textsuperscript{94} Draffkorn, op. cit., p. 219. See also Sidney Smith, op. cit., and above, pp. 72 ff., n. 64.

\textsuperscript{95} H V 67; G 51. Both of these texts are translated in \textit{ANET} pp. 219 f., however, G 51 is mistitled a "sale-adoption" whereas it is a real adoption as is seen from Wullu's obligation to provide sustenance for Nashwa.
and Laban entered into an adoption-marriage agreement. When Jacob arrived at Harran (Gen. 29) he found not the sons of Laban tending the flocks—the usual procedure—but Rachel, Laban's daughter which, though an argumentum ex silentio, might imply that Laban was without sons. Furthermore, there existed for the narrator ample opportunity to refer to Laban's son(s) when he mentioned the marriage feast which Laban had prepared when the marriage between Jacob and Leah took place. However, he merely says that it was for the men of the place (Gen. 29:22). Yet these are all but arguments from silence and Gen. 30:31-35 and 31:41 could just as well imply the opposite, namely, that during the fourteen years or so that Jacob worked for Laban, Laban had sons mature enough to care for his flocks at least at the time of Gen. 30:35 which apparently was near the close of the fourteen year period mentioned by Jacob. In either case com-

96 Cf. Gordon, BASOR LXXVI, 26 and BA, III, 5 ff. Millar Burrows, JAOS, LVIII (1937) p. 261 compares the similarity of Jacob's marriage and Babylonian errebu marriages where if a natural son was absent the family could be continued by having the daughter receive an errebu husband into the family and by reckoning heirs from this marriage. He also compares H V 67 and G 51. With this view O'Callaghan agrees in "Historical Parallels to Patriarchal Social Custom," CBQ, VI (1944), p. 399, but contrast de Vaux RB, LVI, pp. 33 ff.

E. Neufeld (Ancient Hebrew Marriage Laws [London, 1944], pp. 58 and 60) not only considers Jacob's marriage to be definitely an example of errebu-marriage (along with three other biblical examples: Moses, Jarha and Barzillai) but that G 51, which gives rise to this Hebrew-Hurrian correspondence, is also an example of this type of marriage. That errebu-marriage existed also among the Sumerians, Babylonians and Assyrians (Neufeld, ibid., 64) would not necessarily preclude this correspondence because, among other factors, the distinctive aspect of the household gods certainly requires definite cultural influencing.

97 Both Gordon, BASOR LXVI, 26, BA III, 6 and Burrows op. cit., 263 feel Laban was without sons when Jacob arrived. To this de Vaux agrees RB, LVI, 34, as does also Neufeld, ibid., 58.
paring the incidents of the Jacob-Laban affair with Nuzian customs the implication would be that Laban adopted Jacob who then would have been heir presumptive in the absence of a natural son, and in the event of Laban's death, the household gods, symbolic of the family property, would have gone to Jacob unless a natural son had been born in which case the gods would have gone to him. And, at the same time, Laban gave Jacob his daughter as wife plus her handmaid who could be used to obtain an heir in case of the real wife's barrenness (H V 67:19 ff. and Gen. 30:3), in turn for seven years of service (cf. H V 67:12 f.) along with the stipulation that no other women be married (Gen. 31:50; cf. H V 67:17 f.). This being the case then, not only the serious illegality—since Laban now had natural sons—of Rachel's possessing the gods can be understood, but also Laban's claim that the women and children were his (Gen. 31:43) is not altogether unjustifiable since as adoptive father he did exercise patriarchal authority over his children and grandchildren. Thus the incidents of Gen. 31, like those of Gen. 27, stand out as another instance of strong Hurrian influence on the early patriarchal life of the Hebrews.

There is another aspect of patriarchal inheritance procedure that should be noted more closely here since it was already mentioned above in conjunction with Gen. 30:3. This practice, seen in greater detail in Gen. 16:1-3 and 21:9-12, which coincides so nicely with Hurrian customs is the obtaining of an heir through the handmaid of the barren wife. In the case

98 Gordon, op. cit., p. 6, and cf. Draffkorn, op. cit., p. 219, n. 16.

99 For a discussion of Rachel's complaint (Gen. 31:14-16) —which give rise to her theft—and its relation to Nuzian customs see below, pp.42ff.

100 Gordon, ibid., and Neufeld, ibid., 62.

101 Cf. Gordon, RB XLIV, pp. 34 f.; BA III, p. 3 and Speiser, AASOR XIII, 44. Cf. CH §§ 170 f. Also Neufeld, ibid., p. 111.
of both Sarah (Gen. 16:2) and Rachel (Gen. 30:3) barrenness was the perplexing condition in which they, as wives, found themselves. Consequently, since it was all important that they give their husbands an heir, they resort to what seems to be a rather inept expediency and give their slave woman or handmaid to their husbands so as to obtain child through them. Then, as far as Sarah is concerned, when she finally does give birth to an heir she demands of Abraham that he send away the slave woman along with her shild, sharply declaring that the son of the slave woman shall not be an heir along with Isaac, her son. To this Abraham obeys only with reluctance—reluctance born not only from humanistic or paternalistic feelings of decency but a reluctance arising from an aversion to follow a path that was also illegal. This becomes clear from the Hurrian social background reflected in H V 67. This document—a real adoption and a marriage contract—in the section pertinent here (11.16-22) states:

"... Gilimninu has been given as wife to Shennima. If Gilimninu bears (children) then Shennima may not take another wife. However, if Gilimninu does not bear (children) she shall take a Lullian woman as wife for Shennima and (her) offspring she shall [not] send away."

Of the salient points here—those enabling the recognition of a credible correspondence—it is first of all important to note that to designate a woman as one coming from Lullu is synonymous with calling her a slave. Nevertheless, should it be necessary to follow this course of resorting to a slave girl to obtain children it is also just as necessary that these children be recognized, if not as those possessing inheritance status, then at least as those close enough to the family so as to escape being cast off. Consequently, the ostensible expedient

102 See above, p. 75, n. 69.

103 Cf. Gen. 30 and the recognition which Jacob’s children by his wives’ slave women enjoyed. Perhaps the distinc-
to which Sarah and Abraham had recourse passes beyond the pale of being makeshift and acquires, against the background of Hurrian family law, a familico-legal status. Thus represented, Sarah's demand for the expulsion of Hagar is not only inhumane but illegal and results in Abraham's reluctance which can only be assuaged by divine approval (Gen. 21:12).  

But this was not the only attempt to obtain an heir which Abraham had made. Earlier, as the difficult verses of Gen. 15:2 ff. ultimately disclose, it seems that Abraham had resorted

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104 Cf. Gordon, RB, XLIV, 34.

Somewhat similar to Sarah's demand for the expulsion of Hagar and Ishmael was the action of Gilead's sons in expelling Jephthah from the family without inheritance because he was born of the father's union with a harlot (Jdg. 11:1 f.). O'Callaghan, op. cit., 402 considers it analogous to G 12:15-26 where children of a second wife are cut off completely from inheriting with the sons of the first wife. However, it would seem that complete analogy is lacking since there is little to establish Jephthah's mother as Gilead's second wife as would needs be the case for correspondence (cf. Burney, The Book of Judges [London, 1918], p. 308 on Jdg. 11:1). This particular point in Jephthah's history is considered by de Vaux, op. cit., p. 28 to reflect the same custom—slaves' children having no part in the heritage—as other Mesopotamian cultures (CH §§ 170 f. and the implications of Assyrian Laws § 41).

105 As part of Abraham's complaint of childlessness the Massoretic text presents the tantalizing וַיְהִי בֵּית וֹסֵק בֶּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ بֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ בֵּיתְךָ бесті hu' ben-dammeseg 'Eliezer 'and he who will possess my house is a Damascene—Eliezer;' Cf. also
to adoption in order to provide himself with an heir. 106 That is to say the inheriting son of his family, the heir presumptive—Eli­
ezer, a native of Damascus—was an individual who could not con­ceivably enjoy such a status apart from some adoptive procedure. 107

Albright, who had long ago suggested this in light of the prevalent Nuzian adoptions, 106 was followed by Gordon 106 who

R. Kittel, BH, ad loc.; Keil in his commentary on Genesis re­
gards meṣeq, as does BDB, as 'possession' and then interprets ben-meṣeq as 'seizer of possession,' or 'heir;' K & B note meṣeq as unexplained, and Skinner, ICC Genesis, p. 279, re­
gards all of 2b as completely unintelligible) but perhaps that of Unger (Israel and the Aramaeans of Damascus [Grand Rapids, 1957], pp. 3 f. and 114 f. [a dissertation written under W. F. Albright]) which for the most part follows Albright, makes the best sense. This view recognizes in huʾ dammeṣeq 'Elīezer a later gloss for the earlier ben-meṣeq; which most probably means 'a son of Meṣeq' (i.e., 'a Damascene') where Meṣeq equals an older form of Damascus (like אֱלִיֶּзер of אֱלִיֶּזֶר) and ben denotes a native of the locality (cf. this usage in Hadadezer ben Rehob, II Sam. 8:3, 12), and sees also a haplographical omission of ben before ʾāḏāḏ which restored would produce 'a son of my house' (and find support in v. 3, ʾāḏāḏ ʾāḏāḏ) in the sense of 'heir.' From this viewpoint Gen. 15:2b, less the gloss, would then read ʾāḏāḏ ʾāḏāḏ ‘and a Damascene is the son of my house (i.e., 'heir'). Cf. the render­
ing of the RSV 'the heir of my house is Eliezer of Damascus.'

106 Albright, The Arch. of Pal. and the Bible, p. 138, Gordon, BA, III, 2; and de Vaux, RB, LVI, 25 f.

 Perhaps adoption stands behind Prov. 17:2 also.

Feigin’s attempt to see other cases of adoption in Israel (JBL, L [1930], pp. 186-200) is not completely successful especially in the case of Jephthah (Jdg. 11:1-3, 7) where his view ap­
ppears rather strained being based on the unlikely interpretation of verse one's ʾāḏāḏ as 'adopted,' (p. 188), i.e., he con­
siders the hiphil in this instance to be declarative and not causative. Cf. the similar criticism made by Neufeld, op. cit., p. 127, n. 4. And note also ibid., p. 262 where he overlooks adoption as an explanation of the Abraham—Eliezer relationship (see again p. 265).

107 Had he been born into Abraham's house then in all prob­
ability the expression ʾāḏāḏ ʾāḏāḏ (Gen. 14:14) would have been used (Keil, ad loc.). Contrast the rendering of the RSV at Gen. 15:3, with "a slave born in my house" for ʾāḏāḏ ʾāḏāḏ. Cf. Eccl. 2:7.
went a step further and compared Gen. 15:2 ff. with H IX 22 an adoption document which apparently showed an almost identical situation in that a wardu 'slave; servant' was adopted. However, perhaps the most extensive and discerning consideration of this possible correspondence, as Gordon had described it, is found in de Vaux's discussion in RB, LVI, 25 f. There is little doubt that Eliezer was adopted by Abraham; the only cause for concern is whether or not H IX 22 is as significant in this respect as was first thought.

Unlikely is de Vaux's intimation that this is a sale-adoption which resulted in the adopted's gaining immediate possession of the property. First and foremost the distinctive phraseology of sale-adoptions is totally lacking in H IX 22—to the contrary the expressions found in this contract are the usual statements which make up a real adoption. In this light then

H IX 22 is a real adoption concerning Tupkiya, the son of Shurkitilla, and Paiteshub who is called a wardu of Shilwateshub a mar šarru (the significance of this expression is not so much 'son of the king' as "official representative of the king (of Mitanni)" [Speiser, JBL LXXIV, 253, n. 5]). Tupkiya adopts Paiteshub giving to him real estate (eqštiti) and movable possessions. Paiteshub, in turn, is to give respect (for some strange reason inandinaššu 'he shall give to him' is found where one would expect the usual ipallahšu 'he shall respect him;' cf. Speiser, JAOS, LII [1932], p. 258) to Tupkiya as long as he lives and when he dies Paiteshub is to be responsible for his funerary rites. Tupkiya is not permitted to adopt another son and must himself be responsible for the feudal obligations.

De Vaux, ibid.

In H IX 22 there is no qūštu-clause indicating a sale nor is there a pagiramu- or claimant-clause, two, almost vital, features of a sale-adoption (cf. NKRA 54 ff.; Speiser, FL 13-18; and ZA XLVIII, 199 ff.)

For the characteristic clause of real adoptions see above p. 72, n. 63. Of these seven possible parts of a real adoption contract all are present here except #3 which concerns the firstborn.
immediate possession of the property would be unlikely and would
eventuate only on the death of the adoptive father. In fact
even if this were a sale-adoption it could not be advanced with com-
plete certainty that immediate possession would take place for
the implications of Tehiptilla’s frequent land purchases via
sale-adoptions is that though he gained immediate title to the
parcel of land, the land itself remained in the possession of
the former owner who still worked it and paid its feudal taxes. 112

On the other hand though, de Vaux’s other observations are
well taken. In the first place he points out that the adopter
of Paiteshub is not his master, Shilwateshub—as would needs be
the case in order to parallel the Genesis situation of Abraham
and Eliezer—but a certain Tupkiya, son of Shurkitilla. And, in
the second place, although Paiteshub is called a wardu ‘slave,
servant’ in this document there is reason to believe that his
status was higher than that of a mere slave. He may have served
in an official capacity of some sort. 113 Resultantly, then, the

112 Koschaker, ZA XLVIII, 207 f., convincingly maintains
that in view of the scores of adoptions by means of which Tehip-
tilla acquired land—presumably but small parcels of the adop-
ter’s complete real estate possessions—it would be rather hard
to conceive of his putting hired labor on each one. As a result
then it is more likely that he was given title to the land but
the former owner retained possession—and the feudal obligations
—till death. In other words a person owning land but needing
a not-too-large sum of money might sell a small portion of his
inheritance for ready cash while at the same time—though los-
ing title—retaining possession and usage of the tract, (cf. the
implications of N IV 328:6-11) along with the responsibility of
its feudal tax until his decease. Cf. also NKRA 48, 49, n. 1 on
document or title transfers.

113 He features in the sale-adoptions of H IX 19 and 20
where he may well be acting in an official capacity as repre-
sentative of Shilwateshub. Other such ‘slaves’ of Shilwateshub
take part in transactions recorded in H IX (e.g. H IX 7; 21;
34). And Speiser’s remark concerning Shilwateshub’s wardu
Hanaya (H IX 34) may well apply also to Paiteshub. He says of
Hanaya that he was not a "'slave' but [a] 'servant' in a
incident of H IX 22 would seem to possess little, outside of the mere fact that it was an adoption, that commends it as a parallel to Abraham's relationship to Eliezer. On the other hand, however, in as far as it implies undoubtedly a real adoption with the purpose of obtaining an heir Gen. 15:2 ff. finds ample correspondence in Nuzian family law and, along with the Hagar-Ishmael fiasco and Abraham's apparently fratriarchal connection with Lot (above p. 67, n. 46), certainly has its origins in the same, especially in view of the Abrahamic association with Hurrian Harran.

There is possibly one other inheritance custom among the Nuzians, the right of a daughter to inherit provided there are no sons, to be found in Pentateuchal legislation. The

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115 Num. 27:1-11. This comparison was made by Gordon, RB XLIV, 38 but contrast Koschaker, Die Eheformen bei den Indogermanen (Sonderabdruck aus Deutsche Landesreferate Zum II. Internationalen Kongress für Rechtsvergleichung im Haag, 1937), pp. 77, 107.
daughters of Zelophehad, who died sonless, complain to Moses and the tribal authorities of the unjust rigidity of the current inheritance procedure which apparently excluded daughters from the status of heirs. The justice of their charge was recognized with the result that they were granted the legacy of their father provided they married within their father's family.\footnote{116} This, too, corresponds with Nuzian custom with the latter stipulation coinciding with the definite Nuzian purpose, in inheritance legislation, of preserving the property intact.\footnote{117} Thus even in post patriarchal legislation prominent outcroppings of Hurrian societal influences may be evident, and yet, among other considerations,—Neufeld, (op. cit., p. 264) sees the law as post-exilic—in view of the Ugaritic situation mentioned above (p. 81, n. 88), CH §§ 38 f.\footnote{118} and the anamolous situation of Job 42:15 (would Gen. 31:14 apply also?) it may be well to hesitate before claiming complete distinctiveness for this comparison.

All in all, then, of the (some possible, some obvious) biblical correspondences to Nuzian inheritance custom by far the greatest, if not the complete, cluster is not only Pentateuchal

\footnote{116} Num. 36:1-12; especially vv. 6 and 11 f. The two situations are not entirely similar for in the Nuzian contract the woman was allowed but one share whereas the daughters of Zelophehad apparently received the whole of their father's legacy.

\footnote{117} As was noted above, pp. 70 f. Perhaps the custom of property restitution of the Hebraic Year of Jubilee (Lev. 25) is an echo of this also. Cf. de Vaux, ibid., 17 for indications of cohesive clans among the semi-nomadic patriarchs, characteristics which would require an extensive lapse of time in dying out: a strong sense of solidarity (Gen. 14:14 f.), maintainance of a pure lineage (Gen. 24:3-4; 28:1 ff.), and collective responsibility (Gen. 35:25 f.).

Gordon's reason (ibid.) for this restriction of property alienation—to hinder the rich from acquiring the arable land—is not too satisfactory in view of the obvious evidences of feudalism seen in Hurrian Nuzi (cf. above, p. 52, n. 1 and p. 62, n. 33).

\footnote{118} Where, although a feudatory may not deed his wife or daughter a fief, if he should have purchased real estate himself he is permitted to deed it to his wife or daughter.
but patriarchal in provenience. A not too unlikely observa-
tion in view of the close chronological and geographical as-
associations between the Hurrians and the early Hebrews. 119

3. Marriage and Divorce

The subject of marriage has already been broached when above
the 'sistership' documents were considered as fratriarchal rem-
nants in patriarchal Nuzi. 120 However, the 'sistership' ar-
rangement was by no means the normal form of the Nuzian mar-
riage agreement. The usual Hurrian marriage contract was called
a riksu 'marriage contract' 121 although the 'daughtership and/
or daughter-in-lawship' documents 122 are related and should be

119 As seen above in chp. one.

120 Pp. 55 ff.

121 Generally speaking riksu in Nuzi is a 'marriage con-
tract' (NKRA 85; F 19; and as found in H V 80; H IX 24; H XIII
263; N V 435; 440; 441; TCL IX 41; PS 55; G 12) although at
times it is simply 'contract' (cf. N IV 361:33 ff.; 385:36;
390:13, 32; N VI 668:8). A few marriages are found elsewhere
either in other transactions (adoption: H V 67; umma: H V 11;
17; N II 120; law-suits: H V 35; G 35) or under other forms
(in N V 434 a woman of her own accord gives herself in mar-
riage to a slave; perhaps PS 57 also).

122 E.g., H V 79; 80; H IX 145; N I 26; 50; N V 428-433; 437;
465; TCL IX 6; 7; G 42; PS 23; 30; 42; H XIII 15; 163; H XIV 543.
Strictly speaking of course these are adoption docu-
ments (headed either marutu 'daughtership' or kallutu 'daughter-
in-lawship,' and frequently marutu u kallutu 'daughtership and
daughter-in-lawship') yet their ultimate purpose was in every
case marriage (Gordon, ZA XLIII, 153) and that, more times then
not, to a slave. That the same basic transaction could be
headed with any of the three titles see NKRA 82 ff. Koschaker
(ibid.) considered the juridical assumptions behind these trans-
actions to be neither those behind marriage or sales but a com-
bination of both which leads him to name such proceedings:
adoptiones in matrimonium servile. However, he later (F 20)
pointed out that his name for these transactions would not
apply if the woman in question was a "free woman." Rather in
this case a full-right marriage (Vollehe) was intended as the
compared with the riksu agreements. The principals in riksu agreements are the woman's brother or father and her husband-to-be whereas in the 'daughter and/or daughter-in-law' contracts the principals are either the woman's brother, father or mother (PS 30; 42; H IX 145) and not the husband-to-be this time but the father (guardian) or slaveowner of the husband-to-be.

In both contracts following the listing of the principals, though not always, was a statement regarding the terbatu 'bride-price' although it was not always mentioned as such—fre-
quently it was simply called kaspu 'silver.' Its customary value, as has been noted already (above, p. 56, n. 13), was about 40 shekels of silver. Associated with the terbatu, and like its linguistic concomitant, the mulugutu 'dowry' is not

than chattel (cf. F 26 and note G 52 where a woman is given in marriage to a slave for a šimu 'price'; see also below, nn. 139 and 143). Burrows, op. cit., p. 5 is not convinced that this is a true picture for his contention is that Israelite marriage customs have their roots in ancient common Semitic practices which viewed monetary transactions with marriage as compensatory in nature and not as sale-prices in a chattel transaction (ibid., pp. 11-16). However, to Neufeld, Ancient Hebrew Marriage Laws (London, 1944), p. 98 purchase-price and compensation are not necessarily differing concepts. But at least one can say that the terbatu was money or capital from the bridegroom to the bride's father in connection with betrothal or marriage (ibid., p. 5). Speiser on the other hand accepts terbatu as 'bride purchase-price' (FL, 23) but goes on to say (ibid., 23 f.) that in Nuzi the situation of marriage had developed to the place where the woman was well on the way towards being emancipated (as was also the case in Assyria; cf. NKRA 87). This would then per force necessitate a corresponding alteration in the sense of terbatu.

There is another Nuzian expression, hašahušennu (for references see MPND 41, n. 91), used occasionally with marriages (H V 79:12; 80:8; PS 55:6, 11, 33) but also found in connection with the sale of a slave-girl (H IX 25; cf. G 54) and a ditennitu transaction (N III 290). The complete significance of this Hurrian word is still problematical (Speiser, Or XXV, p. 11, n. 1) although Koschaker's suggestion that it is a type of silver (NKRA 13, n. 2; perhaps "purified," F 32, n. 1) is not without merit.

130 F 16, n. 1 for refs.

131 The average Nuzian terbatu amounted to 40 shekels of silver (cf. F 16 and references, and MPND 7; G 12:4 speaks of 40 shekels as the kaspi ša mārat Ar-ra-ap-ḫe; in N V 436 it consisted of buildings) although at times it could be more (N I 26:14 = 45 shekels) or less (N II 186:5-7 = 30 shekels). N V 441 and PS 55 make provision for an annual payment of 5 shekels on the required terbatu. Frequently payment was made in kind (Gordon, ZA, XLIII [1956], p. 156).

132 Speiser (FL, 24) and Burrows (Basis, p. 42) consider mulugu to signify 'dowry' i.e., money brought by the bride into her husband's house, but Koschaker is hesitant (F 20, n. 1).
always mentioned as such, nevertheless occasional reference is made to the contents of the woman's *gannu* \(^{133}\) (in G 42 and H IX 145 it is 30 shekels) which seems to be the remainder of the 40 shekel *terbatu* paid to the father \(^{134}\) and would indicate a procedure equivalent to that of H V 80:7-14 where the contents of the woman's *gannu* was specifically stated to be a 'dowry.' \(^{135}\)

For a usage of *mulugu* not equalling 'dowry' cf. H V 11 and 76 and Speiser (ibid., 26 f.) where he maintains that here *mulugu* apparently is equivalent to *zittu*.

This word, a Summerian loan (see refs. in Neufeld, op. cit., p. 112, n. 2) apparently spread as far as Ugaritic (ibid.).

\(^{133}\) *Gannu* (H V 30:9; 67:42; 76:32; H IX 108:16, 27, 32; N I 78:14; N II 112:25; 115:14; 161:14; G 10:44; 42:8; 52:21) according to NKRA 20 (following Thureau-Dangin, Rituels Accadiens 57) is synonymous with *sissiktu* 'hem' but according to Gadd (on G 42:8) means 'waistband' or 'girdle.'

*Gannu* is also present in the perplexing expression—of some notoriety—gannašu imtašar (H V 30:11; H IX 108:17, 32; N II 112:25; 115:14; N V 539:5 ff.; N VI 571 left edge; 605:20 f.; 636:11 f.; G 10:44; 31:20 f.; 38 left edge; 41:23 f.; 42:8, 9; 52:21; PS 96:8; cf. *imšuru* H V 76:32) which unfortunately provides little assistance towards achieving certainty in definition.

\(^{134}\) Which might indicate, therefore, not only that part of the *terbatu*-money had become—in some instances at least—a 'dowry' but that purchase-marriage at Nuzi had advanced to a stage similar to that of Assyria (cf. above, n. 129). It is true that these two contracts (g 42 and H IX 145) being (*mārutu* u) *kallūtu* agreements are of a type which has been noted above (n. 122) as being of a lesser status than the *rikṣu* and yet in H IX 145 it is specifically stated that the woman was not to be married to a slave as is characteristic of many documents of this type (cf. above, n. 128) and further, this along with the presence of a dowry persuades Koschaker to see in these cases marriages of free women (F 20) and thus marriages similar to the *rikṣu*.

Prohibition is then made in the *riksu* documents for the taking of a second wife, unless the first wife should prove barren.\(^{136}\) No such clause is found with the *mārūtu* u/kallūtu documents but the distinctive requirement there is that should the slave-husband die the woman is to be given to another—at times as high as eleven husbands are mentioned (PS 23).\(^{137}\)

"Hurauzzi shall pay to Akkulienni 1 ox (and) 10 shekels of hašaḫušennu-silver as Beltakkadummi's bride-price. Thus (said) Akkulienni: 'All of the rest of Beltakkadummi's money shall be tied in her qannu for her as her dowry.'"\(^{138}\)


\(^{136}\) H V 80; H IX 24; N V 435; PS 55; G 12. N V 441, though headed *riksu*, is undoubtedly a marriage agreement of the same nature as that of the 'daughtership and/or daughter-in-lawship' contracts and so may prove to be the marriage for which a former 'daughter-in-lawship' document had made provision (cf. PS 44 in conjunction with this suggestion). The *riksu* N V 440 specifically stated that it was the result of just such a provision.

\(^{137}\) N I 26; 50 (?); N V 431; 433; 437; PS 23; 30; 42.

\(^{138}\) The servile status of both husband and wife plus the unprecise statements as to the relationship of the next husband preclude any thoughts of levirate marriage in this respect, N V 441 not to the contrary, for though Gordon (ZA XLIII, 163; cf. also his earlier contention in RB XLIV, 37) would see in it an example of levirate marriage because the woman is given to another son it should not be overlooked that in the first place she was married to a slave and in the second place her next husband—should the first die—was also the son of a slave. Thus in view of the chattel status of slaves it would seem unlikely that levirate marriage should be seen here. Furthermore, that the *riksu* of N V 441 is really one of the Minderehen (F 20) would follow from the presence in it of several of the characteristic clauses of this "lesser status" marriage (cf. n. 139).

Much more probable is the ingenious comparison of N II 105 and 126 by Koschaker (F 61) which produces the following tree:
The riksu contracts contain little more, however, that is of major importance. The variances that are found probably represent some particular clause which is appropriate only to the case at hand (PS 55:17 f. where the woman's consent is recorded; cf. F 33 for the significance of this clause) or perhaps conveys a requirement made necessary by some unmentioned exigency (H IX 24 where it is stipulated that the first son is the first-born; the others receive shares according to their rank). The 'daughtership and/or daughter-in-lawship' contracts contain several other clauses which apparently were more or less an integral part of such a transaction or at least of frequent enough occurrence to suggest that, although an assumed part of such a transaction, it might not have been emphasized depending on the demands of the case at hand. 139 On the other hand, Koschaker's observations (ibid.) are that Uad-ilu and Qataya were probably brothers and that presumably on the death of the elder (whom Koschaker says was Uad-ilu) the wife passed to the younger. If this be true then this leviracy would be quite in keeping with other fratriarchal remnants observable in Nuzian society.

139 There are perhaps five or six such clauses depending on the amount of importance placed on the lesser attested cases:

1) a claim or claimant clause (H V 79; N I 50; N V 428; 432; 437; PS 42). That this clause, found principally in real estate sales, should be found also with marriages (even in riksu contracts: H V 80:13; PS 55:23; 26) would coincide with a sales basis implied by the 'bride-price.'

2) The woman is prohibited from leaving the adopter's house (N V 430; 437; 441; PS 30).

3) The woman's legacy belongs to the adopter (N I 50; N V 432; 433; 441; PS 30; 42).

4) The adopter may use (kaspakakālu) the woman's money (TCL IX 7; G 35; cf. also H V 11:15,
however, like the riksu contracts, these also occasionally exhibit a unique stipulation which at times proves contentwise rather interesting, e.g., PS 42:20 f. requires the adopter to treat the woman like a mārat Arrapha 'daughter of Arrapha' and PS 23:9 ff. permits the adopter to make a prostitute of the woman if she is so inclined.140

And, finally, both types of marriages, generally speaking, conclude in the same manner with a default penalty for either principal, a list of witnesses, and seals, and perhaps a statement regarding a proclamation.141

Turning to Nuzian divorce procedure it must be said that it is not too well represented in the great number of documents there excavated, and yet from the happy few that do touch on the subject142 it may be possible that a fairly distinct picture can be extracted. At least this may be true for the better-positioned husband and wife since the above list of documents,

27-28 and N V 444). 5) After cohabitation the price is paid (H V 80; H IX 145). 6) The woman may be given in marriage at the gate (H IX 145; G 35).

Cf. also F 18.


Other stipulations are: 1) all of the woman's children belong to the adopter (N V 432); 2) the woman must not be returned to the status of a slave (PS 42); 3) the adopter must provision the woman (PS 23); 4) the woman may not be given to a stranger (N V 428 as corrected by Speiser, JAOS, LV [1935], p. 443); and 5) (following Koschaker's restoration of N V 433: 17 f. in OLZ XXXIX, col. 154) if the woman indulges in pre-marital intercourse the penalty for such illicit copula carnalis rests upon her (šum-ma fₙ . . . la-am mu-ti-sū [it-ti ša-ni-i] i-it-ti-ku di-nu ša na-a-k[i e-mid] 'If fₙ . . . . cohabits with another, prior to her husband, the penalty for (illicit) intercourse rests (as her).').

141 See below, pp. 127 ff.

142 H V 71; N V 444; G 12; 33; N V 434.
with the exception of NV 434 which deals with a woman married to a slave, seems to manifest this class of people. From the four remaining documents, then, not only the conditions accompanying divorce can be observed, both in the case where the husband is the initiating party (G 12) and where the wife is the initiating party (H V 71; NV 444), but also an actual bill of divorce can be seen (G 33).

G 12 is a marriage contract but somewhat unusual in that it carries a statement to the effect that if the husband is so disposed he may divorce his wife (l. 27 i-iz-zi-ib) but, then, he must pay 40 shekels of silver to the woman's father (would

\[143\]

In this agreement Akimninu, of her own will (ll. 2 ff. ra-ma-an-šu . . . ú-še-ri-ib), becomes the wife of Izannuri a slave of Tehiptilla. And that Tehiptilla pays her ten shekels of silver and not her father, Ithipsharri, would emphasize the voluntariness of her action. The agreement then goes on to say that if Akimninu should leave Izannuri's house—implying he is still alive—and in addition "speak the name of another man" (ll. 9 f. šu-ú-mu ša awēli ša-a-ni-i [i-ga]-ab-ši), which is tantamount to a statement of remarriage (Speiser, JAOS, LV, 42), Akimninu is then bound to pay damages (ú-ma-al-la) to Tehiptilla to the extent of one mina of silver and one mina of gold. On the other hand should Izannuri remarry (ll. 12 f. aš-ša-ta ša-ni-ta [i-ši]-ba-az) then Akimninu may leave his house and Izannuri is obligated to pay her damages also to the amount of one mina of silver and one mina of gold. Here, then, breach of contract in the form of remarriage results, it would seem, in divorce plus a rather exhorbitant damage payment for such as these who would certainly have limited resources. And though the arrangement is not completely monetary, for the woman is given her freedom if the slave remarries, the default penalty of one mina each of silver and gold—by far the most predominant default penalty (NKRA 11 and n. 2 and FL 12) and one that might appear in most any kind of transaction—due to its great ubiquity and its presence in various types of contracts would seem to give support to the impression that this transaction partakes of the businesslike characteristics that accompany a purely economic exchange of goods. From this aspect the marriage would then be little more than a sale to which adherance is secured by a default penalty—an explanation that would coincide with Koschaker's view of the lesser status of this type of marriage and that Nuzian marriage agreements rest on a sales basis (above, nn. 122, 129).
this includes the dowry for which the father had been responsible?) and at the same time he loses all authority over his children by this woman—at least he is not permitted to sell them into slavery (ll. 31 f.).

However, in contrast to this, lie H V 71 and N V 444, two šilmûtu documents (cf. above, pp. 68 ff.) with their provisions, as far as the wife is concerned, geared either to prevent the woman's remarriage after the testator's death or, if she persists in remarriage, to remove all her rights of sharing and that shamefully. Accordingly in these instances if the woman, perhaps considering the death of her husband sufficient release or divorcement, should remarry,\(^ {144} \) then her clothing is stripped off, probably by her children, after which she is sent away naked\(^ {145} \)—obviously a penalty of greater severity than when the husband is the initiating party. It would no doubt be incorrect to suggest that the stripping off of the wife's garments would be completely symbolic of her losing all the

\(^ {144} \) In H V 71:33 f. the expression is šu[m-ma] Ki-ra-še a-na mu-ti ú-ša-ab; in N V 444:19 f. it is šum-ma Wa-ši-ir-we a-na aššati ti i-la-ak ū ú-uš-ša-ab.

\(^ {145} \) H V 71:35 f.: `ubāti H₁ A ha ma-gú a-rašī-š[a] ú-še-gú-uš 'they shall strip off (her) clothing and send her away naked.' Cf. Koschaker, OLZ XXXV (1932), p. 401 for this rendering which corrects that of FL, 50. Also for eru, adverbial erišša/i, signifying 'naked' cf. ibid. and the discussion of Kuhl, ZAW N.F. XI (1934), p. 105, which considers this particular feature of divorce proceedings in other ancient Near Eastern cultures.

N V 444:21 ff.: `ubāti-šu ša aššati ia mār-ia i-še-ma-gú ū uštu bēti ia ú-še-ig-gú-ul then my son(s) shall strip off my wife's clothing and send (her) out of my house.'

In comparison to the divorce proceedings, or consequences, in other ancient Near Eastern cultures, when the wife is the initiating party, this Nuzian procedure or penalty is relatively light (cf. Kuhl, ibid., 104).
rights of inheriting she may have had. In view of the divorce proceedings of the neighboring cultures it appears to be more of a penalty than anything. Nevertheless, she certainly lost any share she might have had in any property if only by an a fortiori argument. Thus in G 12 when the husband divorces he returns at least the dowry given to him—no mention is made of any property rights accompanying the divorced woman. Also in the Kassite text quoted by Kuhl (which incidentally like H V 71 and N V 444 is a šīmtu document with a provision for the expulsion of a denuded wife should she divorce her husband) the wife leaves empty-handed when divorced by the husband. The same, then, would certainly be true, and more so, if she herself instituted proceedings. And as far as Nuzi goes an additional indication in this direction would be the determined familial efforts to keep all property within the clan. Perhaps it might be questioned, and not without just cause, as to whether or not this procedure should even be considered as a divorce proceeding. In both cases (H V 17; N V 444), the documents are dispositions (šīmtu); in both the husband is dead before remarriage takes place and in both it would seem that the threatened penalty was principally for the purpose of preventing family property from leaving the clan. Viewed in this light the expulsion of the denuded widow would then be simply a penalty for reprehensible action that was not so much a breach of marriage contract as it was failure to fulfill the testamentary conditions set up by the husband’s will.

Then, in G 33 there is found an example of an actual bill of divorce in which one Hutteshub, son of Shehalteshub, divorces

146 Ibid., 105 and 11, 6-9: šum-ma Ki-ik-ki-nu mut-za f Bi-
it-ti- d Da-gan aššati-šu u-ul aššati-mi at-ti-i-qa-ab-bi ri-qu-
zu a-na bīti-šu d-si 'If her husband, Kikkinu, should say to Biti-Dagan his wife: You are not my wife, (then), she shall leave his house empty-handed.'

147 Cf. above, pp. 70 f. and n. 59.
his wife Umea, daughter of Ipshahalu, with the statement 'on (this) day I have divorced her.' Following this he cuts off the hem of her garment—perhaps a symbol or seal of separation—and promises henceforth to lay no claim to Umea and to pay five sheep to her father Ipshahalu. That he pays no more might indicate that he had only recently been married to Umea and had not yet completed all the payments on the terbatu—a goodly portion of which would have been turned over to her as a dowry by her father—from which he is released as a result of the divorce. Also included is a declaration of the bride's father, Ipshahalu, to the effect that the marriage contract has been annulled and that he will not lay claim against Huttushub for monies owed. In fact he further states that not only has he received the five sheep from Huttushub but that he has also released him from his obligation to pay the remainder of monies due. The document then closes with a default penalty.

148 G 33:6 f.: ina ūmi štezibši. Contrast the formula found in the examples listed by Kuhl, ibid., 104 f.: ul mutā atta 'you are not my husband.' Although this not to imply that the Nuzian divorce formula is necessarily different, it may have been identical having been influenced by Semitic culture from the South with G 33 being little more than a resume of the legal proceedings, or it may be that some distinctive Hurrian formula is latent here.  

149 G 33:8 sissiktaša abtaqu.  

150 Five sheep at Nuzi would be equivalent to about 6.7 shekels of silver (MPND 31).  

151 N V 441 and PS 55 are marriage contracts which make provision for an annual payment of five shekels toward the required terbatu. In view of this and the small reimbursement of Huttushub (see previous note) it is tempting to speculate whether or not the marriage of Huttushub and Umea lasted more than a year.  

152 Cf. above, p. 95 f.  

153 Ipshahalu explicitly states (11. 22 f.) that he has released Huttushub from paying the rest of the money due.
in case either should infringe on the agreement by, in the future, instituting a lawsuit.

This much, then, can be said basically in relation to Nuzian marital and divorce customs. It remains but to survey the biblical field to see whether it is possible to detect there any aspects traceable to an implantation of Nuzian seed. This accomplished, a frank acknowledgment would be in order to the effect that in some respects the extent of Hurrian acculturative influence upon Hebraic marital and divorce customs is not as great as at first it might seem.

To begin with the subject of levirate marriage as it relates to these two cultures, has received a considerable amount of attention\(^{154}\) though not all of it can be unreservedly embraced. In the first place the evidence for Nuzian levirate is not as perspicuous as could be desired. Both Gordon\(^{155}\) and Neufeld\(^{156}\) base their view of Nuzian levirate principally on NV 441, but as was discussed above (pp. 97 f. and n. 138) this text, although called a riksû, possesses all the earmarks of Koschaker's Minderehen or adoptiones in matrimonium servile including that of being a marriage involving a slave.\(^{157}\) Confronted with this, then, and also the very low societal rank of the slave plus the certain implication that the woman was the property of the adopter and to be considered part of his legacy and not of the slave's, a goodly portion of hesitancy would seem to be more


\(^{155}\) JBL LIV, pp. 230 f., and BA III, p. 10.


\(^{157}\) Cf. above, p. 93, n. 122.
characteristic of wisdom at this point than an uncritical acceptancy of levirate. Yet this does not deprive Nuzi of a levirate that might a priorily be assumed in view of the decided remnant of fratriarchal attributes in Nuzian society along with purchase-marriage in which the woman is little more than an object. That is to say a woman, whose status in marriage was more as an object than a subject, would presumably on her husband’s death be passed on to his brother along with the rest of the legacy.\(^{158}\) That this was the case in Nuzi cannot be forthrightly seen in the documents at hand and yet the implications which Koschaker has drawn from a comparison of N II 105 and 126\(^{159}\) make it not unlikely that levirate was present in Nuzi also.

Assuming, therefore, the existence of levirate marriage, colored by fratriarchy, in Arrapha-Nuzi how does it compare with that evident in the Hebrew Bible? With what little that has been gleaned from the family laws of the Hurrians of Nuzi the biblical picture discloses an unmistakeable contrast in the relative clarity of its presentation. Besides the outright levirate law prescribed in Deut. 25:5-10 there are two narrative descriptions of the actual outworkings of Israelite levirate procedures, namely, Gen. 38 and Ruth 4. And all told these passages seem to indicate a much different purpose behind Hebrew levirate marriage than that suggested for Nuzi. For whatever the real purpose was supposed to have been for Hebrew levirate, whether it was merely a survival of polyandry,\(^{160}\) or whether the

\(^{158}\) F 59 and 61. For various views on the origin and object of leviracy see Neufeld, op. cit., pp. 24 ff.

\(^{159}\) For which see above, p. 97, n. 138.

\(^{160}\) Smith, *Kinship and Marriage in Early Arabia* (London, 1885), pp. 107-161 shows early Arabian marriage, in which the wife was not the sole property of one man or brother, to be very similar to Tibetan polyandry.
wife was simply regarded as part of the deceased's inheritable goods, or whether the basic reason was the protection and security of the childless widow the biblical raison d'être of the preservation of the "name" of the deceased ought not to be discarded merely because it contradicts the apparent purpose of levirate in another culture. This is so because even though it may be probable that levirate among the Hebrews was due to non-Semitic influence it has been pointed out above (pp. 5 f.) that a culture trait can be borrowed but completely reinterpreted.

Consequently the problem blossoms into a maze of complexity. Was Hebrew levirate a reinterpreted cultural borrowing from a fratriarchal society? Why, then, the reinterpretation since fratriarchal traces are also found in early Hebrew society? Was Hebrew levirate simply an example of parallelism which achieved


162 Neufeld, op. cit., 29, 32 and 47.

163 To those above who disagree with the biblical purpose add Mittelmann, Der altisraelitische Levirat (Leiden, 1934), p. 7 but contrast Burrows, BASOR, LXXVII (1940), pp. 2-15 and JBL, LIX (1940), pp. 23-33.

Burrows in the latter article makes a strong case for the borrowing of Deut. 25:5-10 from an earlier Canaanite law, however, not without distinctive Hebraic revisions. His former article makes clear that the purpose of Hebrew levirate marriage was unique in the ancient Near East.

164 The absence of levirate marriage among the Babylonians but its presence among the Hebrews (and early Canaanites according to Burrows, JBL LIX, 23-33) and Assyrians, two Semitic groups whose contact with the northern non-Semitic cultures of the Hittites, Hurrians and Indo-Europeans, among all of which levirate was common, would seem to imply a cultural influencing of the Semites on the part of the non-Semites. However, Neufeld, op. cit., pp. 28 f. and 55 is inclined to view Hebrew levirate as of independent origin though possibly moulded to a degree by Hittite custom. Cf. de Vaux, op. cit., p. 31.

165 See above, chp. 1, p. 2, n. 5 and p. 3, n. 7.
its particular Hebraic form due to an earlier cultural trait? Or was it due more to a higher consideration of the woman involved desiring principally her protection and security?  

In view of all of these theories it may be just as well—at least for the purpose at hand—to admit that for the most part the origin of the unique nature of Hebrew levirate is lost in the obscurities of the past and that in its biblical form it is certainly distinctive enough to exclude any concerted influence on the part of either the Hittites or the Assyrians—as for the Hurrians of the Nuzi documents so little is known of the exact nature of their levirate that it is difficult to see how a comparison can be made. Presuming it to be similar to that described above (pp. 104 f.) it would, then, exhibit a different picture than that presented in the Hebrew Bible.

There remains, however, in spite of the singular purpose of Hebrew levirate and the paucity of information regarding Hurrian levirate, one enigmatic aspect of Hebrew levirate procedure which bids fair to be the result of Hurrian and perhaps eventually of Indo-European influence. Whatever, the case may be, though, if the borrowing should be validated—it does not seem to have been extracted from Hurrian levirate processes per se and so may simply be a business procedure borrowed and applied where deemed necessary. At any rate this is the ceremony of נַלְיָשָׁה (Nalīyashá) or the withdrawing of the shoe prescribed in Deut. 25:9 and found occurring in Ruth 4 when Boaz fulfills his levirate duties. However, these are not the only passages in which a

166 Margoliouth, *Encyclopaedia of Religion and Ethics*, I, pp. 448 f., suggests ancestor worship which would require male issue to perform certain rites on behalf of the deceased. And yet this did not seem to produce levirate marriage for the Babylonians to whom funerary rites were important. The Nuzian achieved the same end by adoption.

167 Neufeld, op. cit., 29.

shoe obviously partakes of some sort of symbolism. Speiser has made reference to the odd significance of a pair of shoes in Amos 2:6 and 8:6, and a seemingly hidden reference in I Sam. 12:3. In all these cases, he maintains, there was a legal significance found in connection with the shoes that eventually was forgotten but may now be retrieved by comparison with two texts from Nuzi. The import of these documents—that the ceremonial transference of shoes produces in the transaction the semblance of "normal business practice"—would seem, then, to coincide with the withdrawing and handing over of the shoe of Elimelek's unnamed kinsman to Boaz as an "attestation" "to confirm all things."

169 BASOR, LVII (1940), pp. 15-18. He maintains that the more difficult reading of the LXX and Old Latin supported by Ben Sira 49:19—יַיָּע דַּעַי ' or a pair of sandals? Testify against me—is, by the cannons of textual criticism, to be preferred over the MT's יַיָּע דַּעַי . However, no alteration is necessary, and a significance quite apropos can be seen in the MT by recognizing that יַיָּע is "from" as is needful in many other places (e.g., Ps. 18:14 = II Sam. 22:14; Lev. 8:32 = Lev. 7:16; Prov. 9:5; Ps. 148:1). Nor is this meaning unique in view of its common occurrence in Ugaritic. MT would then read: 'I have hidden my eyes from him.' (Cf. Isa. 1:15)

170 Koschaker, F 27, note, does not consider this demonstrable. The two Nuzi texts are H V 17 and 76. H V 76 is apparently a disguised sale of one imār of ground, in spite of a mulugu being mentioned (see above, p. 96, n. 132), the price (qistu) being a pair of shoes, a piece of cloth, one sheep, one pig and its 10 shoats. If an imār ordinarily had a market value of 10 shekels of silver (NRET 40) and sheep were a little over one shekel apiece (MPND 62) the relative value of the shoe is still difficult to ascertain because of the unknown value of the cloth or garment and the pigs. Thus it can not be determined with enough certainty whether or not the presence of the shoes has symbolic value, the total value of the goods being all out of proportion to the price of the land. On the other hand H V 17 is a daughtership tablet wherein a woman is given to another for the unequal exchange of a garment and a pair of shoes. Speiser following Koschaker (ibid.) explains these as ' . . . token payments to validate special transactions by lending them the appearance of normal business practice.' (ibid., p. 16)
(Ruth 4:7) That is, the presence of the shoe and its transferral lent a necessary business like and certifying atmosphere to an exchange which seemed to partake of both sales and inheritance characteristics. At any rate a legitimate inference is that such a transaction lacking in a tangible seal or sign of exchange would produce a psychological vacuum, but in the efforts to avoid such it would seem that to choose a shoe or that a shoe achieved such an interpretation is certainly acculturatively significant when the Nuzian situation is known.

On the other hand, however, it is also tempting to compare the significance of the transference of a shoe among the Indo-Germans, for it should not go unnoticed that there was considerable Indo-Aryan imprint in Palestine between the 16th and 13th centuries B.C.E. To these people, then, when engaging in some sort of transaction involving exchange or transmittal, the transferral of a shoe symbolized the transferral of authority or right of ownership. An undertone such as this could possibly be in-

171 Mittlemann, op. cit., p. 22, n. 2 and p. 23; Delitzsch, Com. on Ruth, ad loc.


173 Along this line though not exactly parallel is H V 58:9 f. H V 58 is an adoption document, apparently a sale-adoption, in which Irwisharri adopts Zigi and transfers to him his entire inheritance share including all debts that might be attached and the feudal obligations. The language of the transferral is found in II. 9 f.: 𒃾𒆠 𒃾 𒆠 𒂕 Sipšu ša Z. iltakan "(I,) has withdrawn his foot and introduced that of Z." (Following Koschaker, OLZ, XXXV [1932], col. 401 rather than FL 42) The figure here, it would seem, is rather closely allied with the symbolism of the Indo-German shoe transferral and ought not to be unworthy of consideration. However, whatever the connection might have been, whether the withdrawal of the foot led to a like symbolism with the shoe among the Hurrians or whether at this point there is a borrowing or mixture of Indo-German and Hurrian culture, there does seem to be enough of a similarity to preclude a complete disregard for any possible association.
volved in the real estate purchase in Ruth 4 and might even blend with and clarify the explanation of Hurrian shoe symbolism.\textsuperscript{174} At any rate whether or not the Hurrians were affected from the outside in regards to their symbolic view of shoes it does seem likely that their relationship with the early Hebrews in this respect produced a lasting effect on the Israelite socio-legal outlook to such an extent that traces are yet discernable in their holy writ.\textsuperscript{175}

Another facet of Hurrian marriage practice which has been compared to Hebrew marriage customs are the Nuzian "daughtership and/or daughter-in-lawship" contracts.\textsuperscript{176} This peculiar type of transaction,\textsuperscript{177} which Mendelsohn maintains is found neither among the Babylonians nor the Assyrians,\textsuperscript{178} in several of its

\textsuperscript{174} It is common knowledge that the Hurrians and Mitannians were governed by Indo-Aryan overlords. For discussion and refs. see above, pp. 25 f. and nn. 83 and 84.

\textsuperscript{175} Thus the expression "the selling of the needy for a pair of sandals" in Amos 2:6 and 8:6 as Speiser (ibid., p. 18) explains it—in light of the Nuzian situation—is ". . . a proverbial saying which refers to the oppression of the poor by means which may be legal but do not conform to the spirit of the law." And it is just such an accusation concerning which Samuel—in emphasizing his upright conduct in public service—maintains that he is guiltless for not only is he innocent of fraud or oppression, neither has he received bribes nor has he been involved in any situation where through some legal technicality involving shoes the true intent of the law could be thwarted—". . . whom have I extorted, or whom have I oppressed? From whose hand have I received a bribe or a pair of sandals? Testify against me and I will restore it to you." (I Sam. 12:3 and assuming Speiser's view, yet cf. above, n. 169)

\textsuperscript{176} This has received the attention of Burrows, Basis, pp. 22 f. and 27; Gordon, BA, III, p. 10; Neufeld, op. cit., pp. 74-76, and Mendelsohn, JAOS, LV (1935), pp. 190-195.

\textsuperscript{177} Cf. above, p. 93, n. 122.

aspects seems to be paralleled by Ex. 21:7-11 and that extensively enough to suggest correspondence.

The early Hebrew ordinance provides that if someone should sell his daughter as a slave he her master may either give her as wife to his son or marry her himself or, perhaps by implication, marry her to one of his slaves. She may not be released (Ex. 21:7; cf. v. 4) according to the stipulation for male slaves (Ex. 21:2), nor sold to foreigners nor may her provisioning and marital rights be diminished should her master, after marrying her himself, take another wife. Strikingly enough practically every one of these details can be matched in the Nuzian kalluṭu-type marriages. In N V 430; 437; 441 and PS 30 the woman was not permitted to leave her master's house for she was the wife of a slave. The woman could be given to a son (H V 79; H IX 145; N V 428) or the adopter could marry her himself (N V 432). And although N V 428 apparently prevents her from being given to a stranger, other cases (H IX 145; G 35) do permit her

179 It is just possible that the strength of הָפְּכָה here should be tempered with a comparison of Lev. 25:35-46 and the immediate context of Ex. 21:2-6. The clear implication is that the Hebrew who found it necessary to sell himself into the status of an יִבְרָע or was to be sold as an הָפְּכָה was, nevertheless, though termed such, to be treated as a רִכְּשָׁ 'hired servant' or a בּוֹשִׁי 'sojourner.' (Cf. Neufeld, op. cit., p. 72, n. 1) This brings the Hebrew הָפְּכָה more within the range of the Nuzian position of such women who were not always of slave status. Cf. Mendelsohn, op. cit., p. 195 and Neufeld, op. cit., pp. 74 f.

180 See below for the variable attitude of the Nuzians. Neufeld (ibid., p. 76) is no doubt right in his opinion that the Hebrew ordinance "... shows a great ethical improvement of the custom which had been prevalent before Israelite times." This would indicate that the early Hebrews made their own contributions to borrowed culture traits, and as far as women are concerned, contributions tending toward the achievement of greater heights in emancipation. For the status of Nuzian women see Gordon, ZA, XLIII (1936), pp. 147-169.

181 Cf. above, pp. 93 f.
to be sold at the gate. Even the appeal for worthy treatment (Ps 42) might be compared to Ex. 21:9 and the same Nuzi text provides for the woman's provisioning as long as her owner lives but this would be expected from any master of slaves. And finally the ultimate purpose behind the Nuzian "daughtership and/or daughter-in-lawship" documents was a sort of combination of marriage and sale, an explanation that could just as well serve for the Israelite law.

All in all, then, since the similarities are so great, including even the purpose behind such transactions, and since such marriages are apparently lacking in the surrounding Semitic cultures historical correspondence would seem likely at this point also.

Gen. 31 has already been noted above (p. 82) as being a chapter containing noteworthy effects of Hurrian culture as seen from the vantage point of the Nuzi documents. There remains yet one more section to be pointed out as worth considering in light of Hurrian marriage procedure. This is Gen. 31:14 ff. and the complaint of Laban's daughters. As described here the relationship between Laban and his daughters has come to such a

182 NKRA 82 ff.

183 Cf. Mendelsohn, op. cit., p. 195 and Neufeld, ibid., p. 68: "... it may be reasonably deduced ... that the father was in financial difficulties ... or that the only alternative was that the daughter should become a concubine. ..." See also above, p. 58, n. 18 for another possible acculturial effect of this type of Nuzian marriage upon the Hebrews.

184 That Jacob's marriage followed a Nuzian pattern was previously noted (p. 84, n. 96).

185 This correspondence has been discussed before by Gordon, RB XLIV, p. 36; BA III, p. 7, but has received its most extensive treatment at the hands of Burrows, "The Compliant of Laban's Daughters," JAOS, LVII (1937), pp. 259-276, who is followed here.
pass that they contemplate separation from the paternal household because of the severity of ill-treatment. Rachel and Leah's charge against their father is not only that he treated them as foreigners or strangers but that he also had consumed the money which was earmarked for them. As to the former accusation the implication is obvious: their treatment at the hands of their father was certainly less than what could have been expected for women of their status. Yet it is the linguistic expression in which it is couched that gives it added significance for such an utterance could most easily have arisen in a social outlook as that prevalent in Nuzi. However, it is the latter indictment that is the more salient in a consideration of the two cultures. In fact in part even the language itself is identical with that found at Nuzi. For Rachel and Leah denounce their father for "selling" them and then proceeding to —a statement that is identical with Nuzi's kaspa akal —which they maintain rightfully belonged to them.

186 The treatment awarded to a 'daughter of Arrapha' is understandably better than that which a slave would receive (Ps 42:21), and it has been noted above that Nuzian slaves were foreigners from the country of Lullu (p. 75, n. 69). Cf. above, p. 111 on the disreputableness (amongst the Hebrews) of being given to a stranger, and even N V 428 implies the same at times for Nuzi. See also Gordon, ZA XLIII, p. 149 on the lower status of foreign women at Nuzi. Thus, the linguistic form of the charge of Jacob's wives, at Hurrian dominated Harran, that their father's actions toward them were substandard is certainly in keeping with what could be expected when compared with Hurrian Nuzi.

187 H V 11:15, 27 f.; G 35; N V 444; TCL IX 7. Not only are they morphologically equivalent but they also seem to be semantically equivalent having the sense of 'to consume money' (Burrows, op. cit., pp. 267 f.) and not merely 'to use' (Gordon, RB XLIV, p. 35).

As to the difficulty in that the 'consuming of money' was condemned in Gen. 31 but not so at Nuzi, Burrows' suggestion that it "... was exceptional even at Nuzi, being allowed only under special circumstances (such as adoption) and when explicitly acknowledged in the contract." (ibid., p. 270) may
the nature of the situation lying behind this denunciation, its best explanation comes from an assumption of marital arrangements akin to those of the Nuzian Hurrians. The reason, then, for their complaint, as the Nuzian picture would imply\textsuperscript{188} is that when Laban received the terhatu for his daughters instead of returning to them their rightful portion as would be expected in a riksu agreement he confiscated it for himself which resulted, in effect, in the marketing of his daughters in a sale-like transaction.\textsuperscript{189} Consequently, as Burrows rightly says "It follows that the evident reference to some such custom in the complaint of Laban's daughters need not be thought of as a retrojection of later Israelite ideas. Indeed, the close relationship in terminology between this passage and the Nuzi documents strongly suggests an underlying relationship in tradition and social practice."\textsuperscript{190}

\textsuperscript{188} See above, pp. 96 f. and nn. 134 f.

\textsuperscript{189} Burrows, ibid., pp. 270 ff. An added inference of course is that marriage here had progressed beyond a purely sales transaction giving greater consideration than heretofore it had been their privilege to receive. In this light Laban's action was both retrograde, developmentally speaking, and degrading as far as his daughter's were concerned.

\textsuperscript{190} Ibid., p. 276.
Finally, certain phases of Hebrew divorce procedure have not gone unnoticed as possible analogs with Nuzian divorce practices. As a whole the information left behind by the early Hebrews is limited in scope leaving much to conjecture. In fact the most pointed reference to divorce (Deut. 24:1-6) appears to be not so much interested in divorce itself as the answer to the question whether or not a woman who is divorced a second time may return to her first husband. Notwithstanding the central thrust of this passage, certain implications may still be drawn from it although with care not to infer too much from too little.

Firstly, then, in Deut. 24:1-6 the initiatory party is the husband. However, contrary to what might be expected in view of the practices of other surrounding cultures—including Hurrian Nuzi—the husband is not penalized or required to make compensation for actions. There may be at least two reasons suggested for this: either it was not recorded, being unessential to the purpose of the passage, or there was none on account of the disreputableness of the wife as v. 1 might suggest. The latter is weak, however, because vv. 1 and 3 also allow the very broad basis of "dislike" as a legitimate cause for divorce. Nevertheless, it would seem likely not only in view of the customs of the neighboring peoples but also Israel's generally higher conception of womanhood that some compensatory action on the part of the husband would be required. But, even should this be the case, lack of distinction results in parallelism and not in correspondence.

Another similarity to Nuzian divorce is the written bill of


193 Cf. above, p. 111, n. 179.
divorce. However, v. 1 might imply that the affair was a private matter not requiring court action. At least this is Neufeld’s conclusion. If this is true, then, similarity with Nuzi ceases because G 33, the Nuzian bill of divorce, is presented in the form of a declaration in court. Further, the precise form of such a bill is also a matter for conjecture although the probability that it contained a brief statement such as 'you are not my wife,' as did Akkadian divorce documents, is not unlikely. The Nuzian expression in G 33:6 f. is "today I have divorced her" (ina ʾumi ʾstezibṣi).

Thus far what similarities do exist between Israelite and Nuzian divorce procedures are not distinctive enough to warrant correspondency. On the other hand though, when the Hebrew wife was guilty of some highly opprobrious conduct she was subjected to divorce treatment very similar in nature to that of a Nuzian woman who disregarded the conditions of her husband’s will. There can be little doubt that Hos. 2:2-5 records a divorce procedure identical with that of the Akkadians, as Kuhl has shown, for the divorce formulae are the same and in both cases the wife is expelled naked.

There are several considerations,


198 Cf. Hosea 2:4, הִי אֱלֹהִי אֱלֹהַיִּי נַפְתָּלִי 'She is not my wife and I am not her husband.'

199 See above, p. 101 on the Nuzian situation. For a discussion of the whole problem of this apparent similarity between the two cultures see Gordon, ZAW, N.F. XIII (1936), pp. 277-280 but more extensively Kuhl, ZAW, N.F. XI (1934), pp. 102-109. Both Gordon and Kuhl feel that the Nuzian proceeding parallels Hos. 2:2-5 and is a divorce penalty.

200 Isa. 47:3 and Ezek. 16:36-41 may reflect a similar situa-
however, that seem to argue against the suggested acculturative influencing of the Hebrews on the part of the Hurrians. In the first place Hosea (along with Isaiah and Ezekial if they be included) is late and probably too late to allow the sure detection of a cultural influencing that took place centuries before. In the second place the Hosean divorce procedure is so similar to the usual Akkadian and Aramaean divorce proceedings that if it did not originate in this quarter then it is perhaps best to explain them as all belonging to the same juridical milieu and that possessed from a common heritage. And, finally, it is unlikely that the Nuzian penalty is associated with divorce. It was more of a default penalty for a woman who might overstep her given place in her husband’s will. Of course it is theoretically possible for the penalty to have been borrowed but applied differently but this is unlikely in light of what has been said above.

The ostensible correspondence, therefore, acquired from a cursory reading and comparison of the Nuzian situation and the biblical, recedes into merely nondistinctive likenesses incapable of supporting historical correspondence.

Perhaps it might be interjected parenthetically here in concluding Hebrew-Hurrian marriage and divorce considerations that another possible parallel does exist between the two cultures. In both, betrothed women who engage in premarital intercourse were not only culpable but also subject to some manner of punishment (cf. Deut. 22:13-21, 23 f. with above, p. 99 n. 140). Though parallel however, because the Nuzian records

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201 If Gordon, op. cit., p. 278, can be followed. Cf. Kuhl, op. cit., p. 107. Koschaker (OLZ XXXIX, col. 154) points out that the same penalty was prevalent in German marriage laws.

202 Above, pp. 101 f.
give little attention to this facet of marriage, correspondency, at least at this stage, seems out of the question there being little that could be pointed out as a borrowing of distinctives. In fact part of the Nuzian reference to this situation is a restoration. For similar though not equivalent situations compare the regulations of CH. § 130 and MA Laws, A § 55.

Thus it may be summarily remarked that, as expected above (pp. 50 f.), not only is there evidence for Hurro-Hebraic acculturation but that, as seen in the familial and social spheres of fratriarchy, inheritance and marriage, the Hurrian traces thus far perceptible in the Hebrew Bible are predominantly patriarchal and rarely exceed the bounds of the Pentateuch.
CHAPTER III

Finance

Nuzian economic consciousness, in comparison, was by no means less sensitive than the awareness and development of other phases that made up the total cultural picture evident from the voluminous amount of written material its Hurrian citizens left behind—in fact, in some respects, it proves to be quite ingenious in supplanting obsolete inheritance restrictions by greater economic liberty. But at the same time, the very circumstances which permitted the exercising of this economic ingenuity also allowed ample opportunity for the exhibition of versatility in economic expression. That is to say, various transactions, depending upon their particular nature, could be expressed in just as many, if not in several alternate, forms. And, furthermore, behind the wealth of Nuzian economic expression, if not the real cause for this formal variability, there stands not only a decided and pervasively influential, but also a surprisingly modern, legal sensitivity.

Without professing an exhaustive evaluation in any fashion, Nuzian financial procedures—a subject in itself worthy of more concentrated attention than here given—may be divided for convenience into at least two main types: sales transactions and credit transactions. And under sales transactions may be noted on the one hand several types of express sale contracts whose legal subject of transfer is personal property, and on the other, real estate sales whose formal aspect also varies. As to credit dealings, these can be roughly divided into loans and ditennītu contracts. Employing this outline, then, it will be possible to erect a background against which the few, possibly analogous, biblical procedures may be projected.

I. Sales Transactions

From an Anglo-American legal viewpoint Nuzian sale contracts present many attributes similar to those of modern sale agreements. In the first place there is no question that these agreements are
enforceable at law\(^1\) and in the second place they exhibit not only the necessary characteristics of a sale contract but a few that were particularly prevalent, though not all distinctive,\(^2\) to Nuzian culture. Thus the consideration of personal property sales and real estate sales may be compared with the following list of elements requisite for present day sales contracts:\(^3\)

a) competent parties
b) offer and acceptance (mutual agreement to sell and buy)
c) legal subject matter transferrable
d) consideration called "price" (money or money's worth)
e) recognition of consideration paid
f) seller responsible for a clear title
g) date of sale
h) witnesses' signature

A. Personal Property\(^4\)

As far as personal property goes a brief comparison can be made

\(^1\) Although this might be implied from the legal atmosphere in which they are immersed examples are not lacking. Cf. below, p.152 and N IV.

\(^2\) For a discussion of Assyrian influence on Nuzian economics cf. NKRA 26 and 80. See also ibid., 81 for Germanic and Hellenistic Egyptian parallels to the \(\text{\textit{udutu}}\) clause discussed below p. 127 and n. 28.

The subject of Nuzian economics has received excellent treatment at the hands of Dr. Cross, \textit{Movable Property in the Nuzi Documents}, (Phila. 1947).

\(^3\) All extant records of Nuzian sales show them to have been formal contracts (i.e., written) and most probably express, i.e., the parties express their intentions definitely (either in writing or orally) at the time the agreement was made. Undoubtedly there were informal (i.e., unwritten) contracts which concerned the sale of goods in which there was an immediate title transferrence (i.e., an executed sale) but being of an informal nature little evidence of such transactions would remain.

\(^4\) Here viewed as movable property that is not real.
of the clauses found in nineteen texts, which though they are lacking in superscription nevertheless display a typical sale agreement (and perhaps may be so called), with the above listed elements. There are two other formal types that might be noted but they are generally used for real estate sales.

1. Typical Sales

a) Competent parties. Obviously a sale contract will have a minimum of two parties: the seller and the buyer. Of these few texts only one exhibits a woman as one of the parties (H V 101) however, from just this alone it would be wrong to conclude that a Nuzian woman could not rise in the business world. The group of documents concerning the dealings of Tulpunaya (PS 15, 16 et passim) would be enough to gainsay this.

Further, in one of these contracts (PS 77), one of the parties to the agreement was an entrepreneur or merchant (tamkaru).

b) Offer and acceptance (mutual agreement to buy and sell). What has been accepted as an indication of this element is the variable expression ana šīmī naddānu/leğū" to sell/buy" (lit. "to give/receive for a price"). The vantage point from which the transaction is viewed will of course govern the choice of expression—is it con-

5 H V 101; H XV 80; H XVI 433; N II 115; 118; 179; 195; 198; N V 520; 539; 553; 559; N VI 634; 635; TCL IX 24; PS 77; 79; 95; G 52. This list does not intend to profess completeness.

6 The tamgūrtu and makannūtu contracts: neither of which are confined solely to a specific type of sale but are of broad enough compass to include other types of agreements.

Some of these "typical sales" begin with a formula found principally with court declarations (see below, pp. 134 f.) e.g. umma 'thus (said)' N II 179:1 or lišānšunu ša PN u PN ana pani awēlūti pl šīhūti annūti ki'ām iqtabū 'The tongue of PN and PN thus spoke before witnesses:' (N II 115:1f.)

7 Ana šīmī naddānu, N II 179; N V 553; N VI 634; 635; H XVII 433; ana šīmī leğū, H V 101; N II 115; 195; 198; G 2; PS 95. Identical expressions are found in M.A. real estate sales (NKRA 28).
sidered a sale or a purchase? Occasionally the expression will vary even more e.g., N V 520 and 539 have kaspa kīmū x nadānu "to give money (in exchange) for x" or N V 559 kasap x nadānu "to give money for x." H XVI 433:6 f. has kīma šīmišu ša x nadānu for "buy" (lit. 'to give as the price of').

c) Legal subject matter transferrable. The most prevalent objects of sale in this small group of texts were men or women, horses. N VI 635 and H XV 80 record the sale of a wagon, H XVI 433 the sale of a four year old cow; PS 79 the sale of a cloth and N II 118 is the purchase of miscellaneous objects simply listed as kaspu, ḫurāšu and mimma šumšu "silver, gold and whatever its name" i.e. "any thing."

d) Consideration called "price" (money or money's worth). The Nuzian expression for money is kaspu "silver" although by and large it has reference not so much to silver per se as to the value of silver represented in livestock, grain or other commodities. E.g., N II 179 represents 40 shekels of silver by two oxen, one ass and ten sheep. This same 40 shekels was the "price" of an Ar-raphan woman, no doubt free since it is ten shekels above that of slaves. And finally N II 195 should also be noted well for its

8 H V 101; N II 115; 179; 195; N V 559; N VI 634; G 52; PS 77; 95. Some of these (e.g., H V 101, amtu; N II 115, wardu) were slaves. In G 52 a father sells his daughter into slavery.

9 N II 198; N V 520.

10 Found in this sense in H V 101. The smallest denomination of kaspu is the SU = šiglu "shekel" (a weight of a little over 8 grams) 60 of which make a manū "mina" and, in turn, 60 minas constitute a biltu 'talent'. Cf. MPND 10 f. For SU = šiglu and fractional amounts of šiglu see Lacheman, JAOS LVII (1937), pp. 181-184.


12 Cf. MPND 62 for the equivalents 1 ox = 10 shekels of silver; 1 ass = 6.67 shekels of silver and 1 sheep = 1.333 shekels of silver.

13 N II 115 and 195 indicate 30 shekels as the price for a slave. G 52 in which a father sells his daughter into slavery lists the price as 30 minas of lead (= 8.333 shekels of silver, MPND 62), 7 imēr of barley (= approximately 11.2 shekels of silver, cf. MPND
evidence of governmental price control—at least when it comes to female slaves. Here a plaintiff makes reference to a royal proclamation to the effect that the ceiling on female slaves brought from Lulu and sold in Arrapha is 30 shekels of silver and not 60.

e) Recognition of consideration paid. This is not always expressed but where it is it is usually some stative form of the verb *apal* 'to pay' e.g., N V 520:9 *apil* 'he is paid' or N VI 635:14 *aplāku* '[mi] 'I am paid.' Another expression which may fit here is the clause *qanna mitšuru* though it is perhaps not so much the recognition of having been paid the consideration as having paid it. It is perhaps the buyer's complement to the seller's *aplāku*, that is to say an action which no doubt represents his release from his contractual obligation(s).

f) Seller responsible for a clear title. This aspect is taken

\[35\text{ for }1\text{ imē}r\text{ barley }= \text{approximately }1.6\text{ shekels of silver} \text{ and }5\text{ sheep }= 6,665\text{ shekels of silver, cf. above, n. }12\text{ all of which comes to about }26.2\text{ shekels of silver or fairly close to the figure of }30\text{ shekels taking into account the flux in price of grain. }H V 100\text{ lists the price of a slave woman at }25\text{ shekels.}\]

14 This document is a *tabslitu* 'memorandum' or an abstract drawn up for later reference. Cf. below, p. 163, and FL 29, n. 61 and JAOS, LXIII (1943), p. 139. 15 For refs. see above, p. 96, n. 133. Gadd who first discussed it suggested (G p. 96 note on 10:44) 'to leave the impression of one's girdle' and to this Koschaker (NKRA 20, n. 2) would agree (on the basis of the *mašaru* of Delitzsch, HWB, 432 b) except for considering *ganna* as 'hem.' The plausibility of this is further enhanced by Gadd's observation (ibid.) that *mūnu gannašu imtašar* is written directly beneath '... the impression of some object which has left a mark something like a double row of triangles with their vertices turned inwards ... ' However, Speiser to the contrary. PS p. 90 (note on 32:8) argues that *mašaru* 'leave' would have an i-preterite, therefore, since *ganna mašaru* is practically synonymous with *sissikta batāqi* 'to cut off the hem,' and further, since *mašaru* is a synonym of *galābu* 'to cut' (cf. PS 1:42 note) "... it would be simplest to translate the verb as "cut off", ... " And in this respect N II 181:14 ff. is more vexacious than helpful with its tantalizing breaks: *qa-an-na-šu* ša *ge-el-te-Šub a-na [x x x i] m/b(?)-t[a]-ki i[s? x x]. At any rate Koschaker ZA, XLIII (1936), 198 maintains that this action was not a substitute for sealing but may have symbolized an act whereby a debtor, having liquidated his debt, frees himself from personal obligation.
care of by the prevalent but not universally found obligation to satisfy the claims of a third party should they arise: 𒈺Šumma x paqi-

rašaš 𒈺x irtašši S(eller) uzakkāma u ana B(uyer) inandin 'if x should have a claimant S shall clear and give to B.' Further assurance that the title is clear can be expressed by the seller's renunciation of claim: 𒈺ištu Šumma annin S ina arki B -opacity išassı 'henceforth S shall not lay claim against B.' in the present list of sales these clauses are found principally with sales of slaves.

16 Paqiranu 'claimant' (< paqaru 'to lay claim' [ZA XLVIII, 205]; cf. N III 288:15; G 30:9; 31:19), occasionally written pariqānu (N II 215:12; 217:10; 251:28; and note the oddity of pāqīrānu in N II 110:13) and due perhaps to the East Hurrian tendency to metathesis with syllables possessing an r-phoneme and its alternants of pāqīru 'claimant' (H IX 113:10; H V 84:16; N I 28:14; N II 152:14; N III 245:10) and pirqu 'claim' (N I 9:13; 19:17; 29:16 et passim) are mostly found with real estate sales. As far as real estate is concerned Koschaker interprets this whole clause to signify a promise of defence in case of eviction, a promise to clear the land and return it in a cleared state (ZA XLVIII, 204). Additional clarification comes from the alternate expressions 𒈺Šumma eqlu dīna  irašši PN uzakka 'if a lawsuit arises over the land PN shall clear' (N I 2:9; 5:11; 16:11; 21:11; 23:17 et passim) and pirqa raštu 'to institute a lawsuit' (H V 5:17; G 33:25) and pirqa raštu 'to have a claim' (N I 9:13; 19:17; 29:16 et passim). To resolve the situation the obligee must zukku (D of zaku) 'clear', i.e., free the property from the claims of a third party (NKRA 26, n. 4). Cf. the variant in N I 37:17 šu-nu-ma na-šu-u 'they bear (the responsibility for removal)'. NKRA 32 indicates that eqla uzakka is due to Assyrian influence.

17 For a note on this expression 'to shout after (or behind)' (= 'to raise claim against') and an Egyptian parallel see PS p. 81.

18 N II 115; 179; G 52. In N V 520 and 559 is a promise of the seller not to claim; an expression found also in N VI 635 a sale of a wagon.
date of sale can be inferred from the concluding clauses which seem to indicate that the original agreement was an executory contract, i.e., a sale contract in which a particular act of one of the parties remains to be accomplished. In this particular document, the conclusion of the sale, it is learned that part payment for the subject matter, a wagon, had been made and now the remainder, the kaspurītu, is paid completing the sale.

PS 77 and 95 are two further examples of executory contracts. PS 77 records the purchase of a woman from the palace by a merchant (tamkaru) contemplating a journey possibly to the west and somewhere near or along the Syrian coast. The merchant agrees to pay on his return (11.4 f., ina erbā ḫarrānīśu 'on the arrival of his caravan' [PS p. 121]) the equivalent of five talents worth of copper reckoned in various types of woods, varicolored cloths and dyes. The agreement is sealed by Ili-ittiya, the merchant himself.

19 Shekartilla states before witnesses:

GIŠ narkabta abīya

m-Wantišeša ana Šīmi (ŠAM, MES) ana m-Ennamati mār Teḥibtilla ittadin
l alpa u l imēra a[šar] m-Ennamati ilteqi [u i]nanna anāku [ x ]
immerē kaspa riq̬tu [a][šar m]En[namati] elteq̬mi[i] u aplēkū[mil] ištu
ūmi an[nim] ina arki m-Ennamati li ašassūmi (11. 5-17) 'My father
Wantishesha sold Ennamati a wagon. He received one ox and one ass
f[rom] Ennamati. [And now I have received [x] sheep, the remainder
of the money, [f]rom En[namati] and am paid. Hencefo[rth], I
shall not lay claim against Ennamati.'

20 That one of the products he obtained is dyed with the color
red-purple (SIG ki-na-ah-bi) might imply this as Speiser has point-
ed out (Language, XII, pp. 124 f.) that the adjective kinaḫḫu
'red-purple'—unknown outside of Nuzi—is based on the geographical
name 'Canaan' of which Phoenicia, the source of this red-purple dye,
was a part.

21 The difficulty of ascertaining the exact value here on a
silver basis Dr. Cross discussed in MPND 44 f. Whatever it might
have been (anywhere from 40 to 50 shekels of silver) it was ex-
ceptionally high (cf. above, n. 13) as she herself points out even
assuming as she does that the merchant paid interest to cover the
time between the reception of the slave and the payment of his ob-
ligation. And yet cf. the attempted charge of 60 shekels in PS 95
which was apparently thwarted due to governmental control in N II 195.
In contrast to the above sale in which the buyer received the goods but delayed paying the price required, PS 95 contains a contract in which the buyer has already paid for his goods (again a slave-girl is the object of the sale) but must await her arrival. Either the woman was not in the immediate possession of the seller or he had to obtain her from Lullu land since the contract specifically calls for a Lullian slave woman (11.6 f.). In this sale, however, there is one additional security measure besides provision for delinquency on the part of the seller and that is the mention of a third party who stands as guarantor or surety for the seller.

The contract then closes with a list of witnesses and five seals including that of the seller but not that of the buyer.

h) Witnesses' signatures. Usually all Nuzian sale contracts of whatever their nature were witnessed by men whose names were recorded at the end of the contract by the scribe and this in turn was followed by seals usually of some of the witnesses and the seller though at times the seal will be that of the buyer (N II 198, PS 77). Once (H XVI 433) the seals of both parties occurs. Furthermore, along with the scribe's list of witnesses he would usually include where the contract was written. This inevitably was at the gate of the city. Occasionally the name of the gate is mentioned but this is with contracts other than sales. Usually

22 A terminus ad quem is stipulated (1. 8 ina gamar arḫi ḫu-Ri-še 'at the end of the month ḫu-Ri-še' with damages or compensation listed as one mina of copper (or .15 shekels of silver following NRET's approximate ratio of 1: 400 between silver and copper [p. 35]) for each day of delinquency.

23 Cf. above, p. 75, n. 69.

24 See below, p. 128, and under p. 134 for the completion of this sale.

25 The accustomed place for the economic and legal transactions throughout the ancient Near East (cf. Deut. 16:18 and Ruth 4; and Ugaritic II D, 5:5-8).

26 As in G 2; 7; 31.
only that of the city is given. 27

There remain but three other clauses in Nuzian sales which demand attention. These are the breach of contract clause or better default penalty and the šūdūtu-clause and the mēpis puti-clause. Universal in Nuzian sales is the expression, or its equivalent, mannu ina bīrišunu .ibbalkatū x manē kaspā x manē ĕrāsa umalla 'Whoever defaults among them shall pay x minas of silver (and) x minas of gold.' By far the most common amount for such liquidated damages is one mina of silver and one mina of gold, 28 although on occasion it may go as high as one talent of silver and one talent of gold. 29 Nevertheless, whether one mina or one talent the amount is exhorbitantly high and can only be considered as a default penalty and not as damages.

The significance of the expression ina arki šūdūtu revolves of course around šūdūtu the crux interpretum. At least two methods of approach lie at hand. One may either follow Lewy and consider šūdūtu to be of definite Hurrian origin and signifying 'release,' 30 or Koschaker and Landsberger who offer an etymologically satisfactory explanation of the term assuming a Semitic background and

27 As in N II 115:25; 118:34 or N V 559:34.
28 Ref. to note above Chp. II p. 100, n. 143. Also note N V 383 a lawsuit where one such penalty was exacted.
29 As in N I 23. In N V 553 it is two horses or about 60 shekels of silver (one horse = 30 shekels, MPND 23) which is rather high considering that the horse sold in this transaction brought only about 15 shekels (MPND 23).
30 Or XI, pp. 26 f. Lewy (ibid., p. 26, n. 2), in a lengthy note, tries to dispel all doubts that might hover around a suggested Hurrian origin for šūdūtu. She maintains that its significance is 'release of person or thing' because she sees in andurāru 'release' in H IX 102:30 f. a gloss of šūdūtu. Ostensible as this might be it would seem hardly fair to consider andurāru in ina arki šūdūtu ina arki andurāru a gloss separated as it is from the word it is supposed to gloss. This would create in ina arki a rather unnecessary and atypical interposition between šūdūtu and its supposed gloss. The šūdūtu 'proclamation' precedes the andurāru, "the release required for the official consumption." (FL 12; cf. also JAOS LII, 259)
so translate 'proclamation.' 31 Of the two, Koschaker's explanation is the more likely both linguistically and legally. It perhaps should be pointed out that this 'proclamation' is here found only with sales of slaves, otherwise it is principally found with real estate transactions. It was chiefly in relation to real estate sales that Koschaker discussed it though he recognized its usage with sales of persons. 32 At any rate it functioned as a public notification of real estate disposals and undoubtedly was closely linked with the claimant clause permitting any legally interested party to voice his objection and its reasons for any such alienation. 33 It might be conjectured that if, as Koschaker maintains, real estate was communally owned in Nuzi, 34 perhaps ownership of slaves approached this status also.

The final statement, found in sale contracts, 35 that should be noted is the expression for surety or guaranty: mēthīṣ puṭi 'striker of the forehead.' 36 This rather distinct manual gesture

31 In NKRA 78 Koschaker with Landsberger explains šūdūtu as a shafel abstract form of idū 'to know' meaning 'proclamation.' In JAOS LII, p. 367 Speiser agrees. Later (ZA XLVIII, p. 187, n. 44) Koschaker added that N II 195:12 f. made this view certain with its introduction to a royal edict of:  água ṵl-te-dî ẅ ig-ta-bi 'the king made known and said:
Both Gadd (G 85, n. 22) and Gordon (RB XLIV, 38 ff.) also attempted Semitic explanations but with little success.

32 NKRA 77 f. Perhaps, since šūdūtu clauses are by far most frequently found in real estate transactions, its presence in sales of slaves might imply that from a Nuzian viewpoint these were considered if not real estate sales then a transaction closely allied.

33 NKRA 76 f. For a possible parallel situation in Old Indic Law and Germanic law see NKRA 68, n. 7, and 81.

34 NKRA 76, ZA XLVIII, 196 ff.

35 Although the greater majority are found with loans (H IX 68:9; 69:12; 70:14 et passim).

36 See the few remarks of NKRA 24 and 121, n. 3. For an extensive treatment of suretyship in Babylonia and Assyria see Koschaker's Babylonisch-assyrisches Bürgschaftsrecht, (Leipzig, 1911). Cf. G 76:16 for a similar expression: piḥatu nāṣu 'to go bail for something' (NKRA 26).
which calls into being the answerability of a third party, who then stands behind the principal and thereby secures the creditor, is amply attested in Nuzi although it may be questioned as to whether


N V 529 may be a possible exception. In this document 11. 1-12 contain six entries following the pattern: l2 imēru ŠEMES Ša
m[x x]-e-en-ni ana mPN inandin '12 imēr of grain X shall give to PN.'

Ll. 13-15 follow with māḥiš puṭi ŠEMES [x x]PN u P[N] u PN 'the guarantor(s) of the barley are PN, PN, and PN' only one of which may possibly be one of the six recipients. The document then closes with the statement an-nu-tu ŠEMES i-na Ku-u-[x] żu-[ub-p]a-u i-na-an-din 'These (men) shall convey the barley to Cassite country (or the country of the Cassites; 11. 16 f.) Finally there are three seals of the three men called māḥiš puṭi. Taken as a whole the document seems to contain the disbursement of equal portions of barley to six men who in turn placed the barley in the custody of three other men (one of whom may have been one of the original recipients) who are then responsible for a safe conveyal to some unmentioned locale in Cassite country. If this is the correct interpretation the three conveyers may be legal common carriers (perhaps similar to the nadinānu, see below, p. 135 ff) or simply men who guaranty that the goods will be transferred to the agreed place.

H XVI 238 may be an identical situation. Here Elhipsharri receives a quantity of barley from two men and delivers the same to the district (or manor house; diati, l. 10) of Ilimalik (inandin, l. 11). After four witnesses Elhipsharri's seal follows and he is called a māḥiš puṭi. A seal of one Akapshenni is also found and he too is called a māḥiš puṭi.

In PS 60:29 f. māḥiš puṭi has a sense even wider afield. Here in this ditennūtu 'antichretic security' contract a certain Zilipkushuh for a specified sum of money for ten years enters the house (certainly as a laborer) of a woman whose name was Uzna. As security that the contracted sum would be repaid Zilipkushuh pledges his buildings (ll. 20 f. EHI<λ> xa mZi <li> ḫu-šu-ūḫ a-na mZi-lip-ku-šu-uḫ ma-ḫiš puṭi 'Z's buildings (constitute) a pledge for Z.'

Although the sale in PS 79 does mention a māḥiš puṭi in the sense of pledge it does show the buyer, a merchant, depositing a pledge in the form of a sheep, with the seller as security for the future payment for the goods—payment which will be realized from the proceeds of the caravan (cf. above, p. 125).
or not the Nuzians made the present day distinction between a surety and a guarantor. Where this expression is found in loans the individuals concerned seem to stand in a suretyship position. The form of the contract implies this along with the seals of these individuals found in the contract itself. With sales the same situation may have existed although in PS 95 the surety's seal is not found. On the other hand, though, there are contracts where a guarantor definitely appears and even examples of the form of

38 A surety joins the principal in assuming primary liability to the creditor. A guarantor does not do so. His liability is secondary and contingent on a stipulated event. Both, however, possess the rights of subrogation—the right, if they were called upon for payment, to property or liens held by the creditor—and contribution. Contribution arises in the case of cosureties (in Nuzi cf. H IX 69:2; 70:14; 73:9 et passim; for a discussion of these texts see below, p. 142) and entitles the payer to recover from the other cosureties any amount in excess of the pro rata share of the loss. In Nuzi it seems that by and large cosurety arrangements are found in loan agreements where several debtors who borrow grain contract at the same time to be sureties for each other. Upon arrival of the due date, however, only one surety—no one in particular is stipulated (ṣa ašbu umalla 'whoever is present shall pay')—is responsible for payment. However, since the Nuzians were so economically and legally sensitive it would not be far from wrong to assume that the Nuzian surety possessed similar rights to those of subrogation and contribution.

39 See previous note for refs.

40 N III 263 is an exchange document (see below, p. 139) concerning two irrigated tracts each of one imṣr eight awjari of land which Ikiya and Tehiptilla exchanged. Following the clause indicating the default penalty if the contract should be broken by Ikiya is a statement to the effect that a certain Hamanna is guarantor of the land (l. 15 mābīṣ pūṭi ša eqi ṭamanna) and that should a lawsuit arise he shall clear the land for Tehiptilla (ll. 16 ff. šumma dīna ḫtasi u ana ṭamanna eqa uzakka). Thus either Hamanna stands as a guarantor for Tehiptilla or, and this may be more likely since Tehiptilla's extensive realty dealings would indicate that he certainly had the ability to pay, perhaps Hamanna is a responsible agent empowered to represent Tehiptilla in case a claim should be brought on the land. Hamanna's seal is lacking.

In N III 306, a [ditennûtu] 'anticretic security' contract, (see below, pp. 151 f.), Mushshenni enters Tehiptilla's house for
guaranty or surety contracts with which the Nuzians were accustomed are extant. 41

ten years service in exchange for ten imēr of barley. Mushshenni has a guarantor (1. 9) by the name of Turshenni. Turshenni is responsible for the payment of one mina of copper to Tehiptilla for every day that Mushshenni is absent from his work (11. ff. sum·ma
M. i-na ḫētu ṣu-pa-tē-ur a-na ṣu-mi-ṣu ḫētu
MA,NA eri m[T. ú-ma-al-la]).

41 The three documents of N II 108; 147 and N VI 645 are found in the form of court declarations. N II 108 is a lisānu document (see above, p. 121, n. 6) in which Naniya states: ana "izzi[x x x] māḥuṣ pūtiṣu anāku 'I am "māḥuṣ pūti" for Izzi!' (11. 3 f.). The original contract ascertainable in spite of the broken condition of the tablet, was a sale contract (ana ṣīmi legū) concerning a horse and nine subātu 'garments/cloths'. The final statement of the document is tuppā ša māḥuṣ pūti ša ilteqi 'the māḥuṣ pūti document which he received' (1. 23) and refers to Naniya.

In N II 147 a man goes surety for his brother saying (11. 2 ff.) [puṭa aṣar Creditor antaḥa[g] 'I shall smite the forehead for/of the Creditor.' (according to Cuq, Journal des Savants [1927], p. 399, one would translate 'of' as he maintains the surety struck the creditor). He then goes on to swear that he will pay at the beginning of the month Arkuzzi (11. 5 ff. šumma ana naphi arḫiḫi
Arkuzzi ana mTarmitilla ul anandin). He further states that he will pay all of his brother's debts (11. 8 ff. minumā hubullāṭišu sa
mPaṭilla ana mTarmitilla umāllām). One of the four seals is that of Shukriteshub the surety.

N VI 645 is broken somewhat and in some respects similar to N II 147.

H XVI 317 (SMN 2625) is interesting as a contract between a Creditor and a guarantor or surety. A certain Puya, creditor, has received [x] sheep from Zilipapu who is a māḥuṣ pūti for his brother (1. 23). The document then goes on to state that Zilipapu is released from his responsibility concerning the remainder of the sheep (11. 4-7), ḫu ri-iḥ-ta UDU.HI.A.MES i-na muḥbiṭi -ma ša m[a] mu-uṣ-ṣi-ir-ṣu-nu). The expression "is due from" or "is responsible for" varies in Nuzi from ina muḥbi PN as found here to ina muḥbi irtaḥ (H IX 17:7; 108:14) to ina muḥbi aṣšu (H XVI 319:3 f.). More difficult, however, is the form muṣṣiršunu. In the Nuzi tablets maṣāru in the sense of "release" is usually a Dt form umteššir (H IX 110:20; and cf. Koschaker ZA XLVIII 218 f. and the significance of "legal transfer" for umteššir). The D stative muṣṣur does occur in H IX 10:9 in the sense of "gone" and so muṣṣiršunu has been here interpreted as a like form, a D stative whose vowels has been influenced perhaps by the Dt form, with the šunu referring to the sheep. Thus: 'he is released (from) them.' Perhaps
Perhaps the most interesting document of all, however, in which a māpis pūti is concerned is the legal document published by Chiera in AJSL XLVII, (1931), pp. 281-286. This fascinating lawsuit is a litigation between one Nimkitilla, plaintiff, and Zilihamana, defendant. It seems that Nimkitilla had given his sister as wife to an unnamed third party (l. 6 aw̪āl ša-nu-ma) for whom Zilihamana stood as māpis pūti regarding a portion of the money for Nimkitilla's sister (ll. 7 ff. Z. a-na ma-hi-ig pu-ti a-na kасpi-šu ša a-ṭa-ti-ia it-ta-zi-iz-ša). Zilihamana promised to pay two imēr of barley for him (the third party) (ll. 10 f. 2 imērū šEMEŠ ki-ma-šu Z. a-na na-ta-ni iq-ta-bi). A contract with Nimkitilla to this effect was accordingly written with Z.'s father Paikku as witness. Then Z. turns around and borrows Nimkitilla's ass and at the same time withholds one imēr of barley. The judges, upon questioning, ultimately discover that Z. had illegally taken the animal to Lullu land and there it had been somehow or other confiscated (l. 35 is-tu ṣu-ti-ia ša-ša-ab-tu). Consequently Nimkitilla wins the suit and the judges commit Z. to Nimkitilla for the payment of one imēr of barley and one identical ass as damages. A final statement of Nimkitilla's is to the effect that he will seek no compensation for the loss of use of his ass.

Of the various ways of discharging a contract such as performance, voluntary agreement, alteration, bankruptcy, or operation of statute of limitations Nuzi knows of perhaps three. Performance is

N II 130 is analogous. Here two men receive 30 imēr of grain and state eleqituniya y ninu apilquniya 'we have received them and are paid (for) them!' (ll. 6 ff.)

42 Cf. also Koschaker's remarks about this case in OLZ XXXV, col. 405.

43 L. 23 ANŠE.SAL.KAB. Concerning KAB (= šumēltu 'left') and ZAG (= imittu 'right') and its association with ANŠE Cross says "Perhaps we have here an indication that . . . the reference is to draught animals; then the terms would be equivalent to our 'high' and 'far' respectively." (MPND 21, n. 19)
obvious. G 61, where a sale is voided before completion by a statement that the previously written tablets "are not (valid) tablets," may possibly represent voluntary agreement. Being a "memorandum" tablet might, however, imply adverse litigation was pending perhaps due to breach of contract. If this be true then it might, as does N II 198, example the statute of limitations, that is the plaintiff—N II 198 is also a "memorandum" undoubtedly to be used in a future litigation—has not over extended the reasonable time limit within which he must bring suit to obtain remedy for breach of contract.

In N II 198 a man receives a horse ana šami 'for a price' and promises to pay (l. 6 iq-ta-bi āl-na-ṣad-da-ni) the price if he does not return it in five days (ll. 10 ff.). The owner refuses to take back his horse when the man returns it on the sixth day and the existence of this memorandum no doubt indicates one of the steps in the owner's bringing suit to recover damages.

Cancellation of contracts in Nuzi (as in Babylonia, JBL LVII 76 f.) was effected by simply breaking the clay tablet on which they were written (G 18:29 f. tuppātu labārūti tuppu annū īhtepisunūti 'this tablet has rendered invalid/invalidated the old tablets' or H V 37:17-20 tuppu ša gušarti . . . īlṭeqi u ana pani šībūti annūti īḥtepi 'the tablet concerning the slave girl . . . was taken and invalidated before these witnesses.'). Finally, H V 32 would imply that cancellation had to be effected in the presence of the parties concerned. After a long erasure the following occurs: tuppāšu ihpi u ṣu.Akipšenni la īmaš u šumu tuppu šili u laš tuppu ' . . . he cancelled his tablet but A. did not see it. Consequently should a tablet turn up it is not a (valid) tablet.' (ll. 10-15.).

Thus in comparing these here-called "typical sales" of what would today be considered personal property there is an almost point for point correspondence between the Nuzian contractual elements and those suggested above. Conspicuous by its absence, however, is a precise dating of the sale; and perhaps worthy of some attention is the possible implication that from a Nuzian point of view slaves were regarded more as a kind of real property than personal.
2. Receipts

In keeping with their characteristic legal and financial carefulness, it should not be surprising that receipts were customary to the Nuzians also. Generally speaking such receipts took the form of legal declarations although simple statements are not lacking. Common property to all receipts is the verb lequ 'to receive' whose subject invariably is the seller. Occasionally they may also display statements to the effect that the recipient is paid and/or that he will (henceforth) lay no claim to the property or price.

The complement to a receipt would be an official statement of payment and this seems to be the best way of describing H V 42; N II 155 and PS 96. H V 42 differs from the other two in being a simple statement of price given by the buyer. The statement is sealed with the buyer's seal. N II 155 and PS 96 are more complex in form, and similar, which may suggest a legally recognized type. Both are in the form of court declarations (N II 155 umma; PS 96 lišānu); in both monies are owed (N II 155:9 ina mubbiya; PS 96:5 jubbulāku) and paid (nadānu); in both is the clause qannašu intasār and in both is the statement that neither shall lay claim against the other. PS 96 is a statement of the payment of the slave woman purchased in PS 95 (above, p. 126) and since the property is a slave a claimant clause exists with not only the seller but two others

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44 *Umma*, H V 8; 13; H IX 111; N II 110; 130; 143; *lišānu*, N II 121; 139; 186; PS 35.

45 H IX 33. It would seem, however, that the legal declarations served as a form of receipt in sales transactions whereas for the most part simple statements were reserved for other types of receipts (H IX 71 for example, and the numerous and varied receipts of livestock, oil and grain found in H XIII, H XIV and H XVI).

46 Once (N II 186, a receipt for a terbatu of 30 shekels of silver) the payer is stated to have absolved the obligation by the symbolic action, before witnesses, mentioned above in n. 15. H V 8, a receipt for the remainder of monies due for a slave-girl, also has a default penalty of 1 Lullian slave-girl.
responsible for claims that might arise over her. N II 155 possesses a default penalty which PS 96 does not. The seller's seal is found in PS 96 but with N II 155 the broken nature of the tablet precludes comparison in this regard.

B. Real Property

The legacy of written material coming from Nuzi fairly abounds in real estate transactions—in fact there are more than five hundred tablets dealing with the sale of real property. From this large corpus of sales dealing with the alienation of real property at least six types of formal contracts can be distinguished: mārūtu, aḫḫētu, ğupe'ultu, tamgūrtu, makannūtu and qaštu. And although at times the deciding factor of difference may be only a few words, yet these words are possessed of enough uniqueness to alter the contractual appearance to the point where it merits consideration as an entirely different type of agreement. However, in spite of formal diversity there is an underlying unity in these real estate sales which proves to be not so much the mere sale of real property as it is a quest for an acceptable form of contract which records the alienation of real property in a society where such property had been long considered inalienable but was no longer enjoying such legal invulnerability. In other words this search for a contractual form which did not clash with the Nuzian financial ethic regarding the alienation of real property was nothing more than an obvious indication of a culture emerging from feudalism.

Perhaps the most widespread—certainly one of the most distinctive—of these real estate sales is the contract headed

47 NRET 36. This amounts to a rather disproportionate frequency of about one out of every eight documents.

48 Cf. the refs. in n. 1, p. 59 and n. 33, p. 62 of chp. II.
To attempt a presentation other than a brief sketch of the results of the extensive and exhaustive studies of Koschaker, Speiser, Steele and Purves concerning these sale-adoptions would be tczycky presumption.

Both Koschaker (NKRA 54 f.) and Speiser (FL 15 f. and 12) have discusses the clauses characteristic of sale-adoptions so that they need only be listed here:

1) the superscription: *tuppi mārūti ša A; (u) B ana mārūti ḫpuḫ/* ḫtepuḫ/* ḫtepšu* 'adoption tablet (lit. 'tablet of sonship') of A; he/they adopted B.' This heading is identical with that of real adoptions so that the content of the document must be examined for the clauses distinctive of sale-adoptions (FL 9). This identity was undoubtedly intentional for it gave lip service to the letter of the law while at the same time it provided a convenient, if not ingenious, method of evading its spirit in favor of alienation (cf. NKRA 61).

2) the contents of this clause defines—at times precise

49 Koschaker NKRA 52-91; ZA XLVIII 199-213; Speiser AASOR, VI (1926), pp. 86 ff.; FL 13-16; Steele NRET (Nuzi Real Estate Transactions [Phila., 1943]) 36-43 and Purves JNES, IV (1945), pp. 68-86; Cassin's L'adoption a Nuzi (Paris, 1938) might also be mentioned but with reserve.

Of the above studies ZA XLVIII, in addition to its being a fresh treatment of the mārūtu, sale-adoption, contracts also discloses the faults of Lewy's elaborate theory in Or, XI (1942), pp. 1-40; 209-250; 297-349.

50 This term was early proposed by Chiera-Speiser (JAOS XLVII 36 f.) and defended by Koschaker (NKRA 59). It is intended to be descriptive of a contract whose formal appearance is that of adoption—thus presenting a legal facade of adherence to the feudal traditions which in Nuzi were slowly disintegrating—while at the same time concealed behind it was an alienation of real property.

For a clear statement that the purpose of sale-adoption was property transfer see P5 20:7-9.
measurements are given—and frequently locates the property transferred (called zittu, see above, p. 63). The obvious implication from this, which is borne out by the documents themselves, is that Nuzian land not only had definite boundaries but also boundary markers.

3) The third clause states the purchase price (g̣irtu).

4) The claim(ant) clause of real estate sales is the same as that of personal property sales.

5) The final distinctive clause of the sale-adoptions is the vexacious ilku 'feudal service' clause. The problem which it creates is the explanation of why it was not transferred with the property.

Nuzian land measurements varied in their precision from such general expressions as x imēru and/or x awebaru (a Nuzian imēru was approximately 18,000 square meters and an awebaru was 1/10 of an imēru [NRET 30 and 21]) through imēru measured by the tayaru-measure (N I 3; 11 et passim) or the mindatu-measure (N I 4 et passim) to precise statements regarding the actual dimensions in cubits (N I 19; N II 204; N IV 424; H XIV 568 e.g., gives a cubital measure of the perimeter [li-wi-is-su]). That a standard copper cubit existed—at least in some towns—cf. PS 21:18 and 22:11 which speak of the copper cubit of the gate. Two other measures of length existed in Nuzi: the purudu 'foot, leg' (PS 15:8; MPND 12) and šēpu 'foot, pace' (MPND 12; NRET 30). Lewy (RA, XXXV [1938], pp. 33 ff.) has shown that the Nuzian šēpu equaled three cubits. There is perhaps one distinctive use of šepu and that is N I 23:13 f. ı-na še-pū-ia ú-šē- el-wu-mi where the seller measured off the land himself by pacing (cf. NKRA 68). At times another clause is added to secure acceptance of measurements given regardless of their exactitude: šūma eqlu mad la inakkis; šūma eqlu geber (mī) u la uradda 'if the land is (too) large; it shall not be curtailed; if it is (too) small it shall not be enlarged.' (FL 15)

Miguru 'boundary' (N I 33:7) also signifies in Nuzi both 'section' or 'territory' (N I 25:5; H IX 116:5 f.) and 'boundary marker.' The latter is especially exemplified by the lawsuit recorded in N IV 348:7 f. and N VI 653 (the two documents are identical). Both N IV 348:7 f. and N VI 653:7 f. state: migiṛu īntepi ina libbi 6 awehari eqlíšu ussemmūšumī 'he broke its boundary marker and annexed it to his 6 aweharu of land.' Note also H XIII 106:3 šāku-dā-ra-a-tu rabāti 'large wooden boundary markers.'
sold. \(^{55}\) H V 58, as Speiser suggested (FL 16), and H XIII 143 would seem to bear out Koschaker's explanation (NKRA 60) that no doubt the sale-adoptions concerned fractional parts of estates with the result that the insignificant amount of ilku due remained with the seller. In his last discussion of the ilku-clause Koschaker (ZA XLVIII 211 f.) further maintained that the ilku had become for the most part a hollow rule whose recording was due principally to scribal zeal. This contention would readily coincide with the fact

\(^{55}\) In a few instances it was transferred (H V 58; H IX 35 [a makannūtu document]; H XIII 143; N II 221). H V 58 and H XIII 143 are related in that all of the person's zittu was sold and H IX 35 and H XIII 143 are related in that the title to the property is specifically mentioned as being transferred (H IX 35:12-14 tuppūšumu and H XIII 143:28 tuppū ša šimu<mar>[aik]). The latter was no doubt actually the will of (or that part of the will which concerned) the seller which his father had drawn up. In the other two cases, especially H V 58 where it might be expected, the tuppū is not mentioned. Perhaps one should distinguish between the title as a sale contract, which would signify a legal right to ownership, and a šimmumāku 'will.' Unless so qualified both could be called a tuppū 'tablet.' The notable thing of course is that the ilku followed the tuppū in the cases where the tuppū was mentioned and the cases where the tuppū was not mentioned may be due to various factors. H V 58 is similar enough to H XIII 143 to assume that perhaps the tuppū was there transferred too. It may not have been mentioned in N II 221 because everything remained in the family (NRET 25) yet cf. G 7 where they are mentioned although this is not a real estate sale but an inheritance division.

One wonders whether or not N V 521 is related in some manner. N V 521 is a list of tuppūtu belonging to various individuals which Tarmitilla, Tehiptilla's grandson, received (11. 18 ff.). From the list of names at least two (se-ka4-ru mār ša-ša-am-pa and zi-li-ip-a-pu mār zi-ib-be-e 11. 4 f.) can be identified with two sale-adoptions (N I 30 and N IV 425) in which Tehiptilla purchased land. And the brief document N V 502 is more pertinent yet with its l tuppū ša mārūti ša mKataya mTarmiilla mSur[kitilla] il[qi] Tarmiilla, son of Shur[kitilla] received[ved] one adoption tablet belonging to Kataya. The court declaration in N II 105 records a tuppū transfer. It may be hazardous to suggest, in light of Koschaker's discussion (ZA XLVIII 196 ff. and cf. above, p. 74), that in a sale-adoption the tuppū mārūti that was given represented the title to the fractional part of the estate but was not concerned with the ilku transfer which was perhaps associated with the tuppū šimmumāku; the document which concerned the entire zittu or property owned.
that feudalism at Nuzi was in the process of becoming a thing of the past.

6 and 7) These final clauses, the default penalty and šúdūtu clauses, have already been considered (above, pp. 127 f.).

2. Abḫūtu

These 'brothership' documents were described above, pp. 59 ff.

3. Šupe'ultu

As with sale-adoptions there is no need to repeat what has already been competently done. Almost without exception these šupe'ultu 'exchange' transaction have to do with real estate. The primary purpose of these exchanges "... was to unify scattered groups of holdings."

When there was a disparity in the value of the real estate to be exchanged, with the property of lesser value "... an ū-tu 'balance payment' provided the necessary inducement."

Deserving of mention are two other expressions found in many of the real estate sales (and also discussed extensively by NKRA 67-72), in conjunction with its lists of witnesses. They are mušelwū 'surveyor' (or a verbal equivalent; N I 46:36 has the Hurrian equivalent benihuru) and nadînānu (and its verbal equivalents). A semantic equivalent for the latter term is difficult to find; Liebesuy, JAOS LXI 132 has 'tellers', NKRA 69 translates 'trustees' and FL 46 renders 'paying agent.' In most cases both functions (for lists of Nuzian addresses see NKRA 67), that of delineating and measuring the land, and that of conveying the kaspu, commodities such as livestock, grain, metals, etc., from the buyer to the seller, were filled by the same persons. Their duties, although they may have been neighbors, were no doubt of a public and official nature (NKRA 68 f.).

57 See especially NRET 50-54; Purves, JNES, IV (1945), p. 71; Koschaker, ZA XLVIII 200, n. 70; OLZ, XXXIX (1936), cols. 152 f. and Lewy, Or, XI (1942), pp. 311 ff. A list of these documents will be found in NRET 67 to which may be added H XIII 122; 372; 380; H XIV 618.

58 H IX 14 and 16 are exchanges of grain.

59 NRET 53.

60 Ibid.
4. Tamgūrtu

The tamgūrtu 'agreement' documents have already been subjected to a close legal analysis by Koschaker who concludes from the indecisiveness of the evidence that the Arraphan scribes purposely created in the tamgūrtu a special type of contract whose conceptual limitations were highly undefined and obscure. Although it is true that the tamgūrtu form of contract is used for a variety of transactions it could be utilized as a form of real estate sale contract as for instance G 50 shows.

5. Makannūtu

By and large the makannūtu 'gift' documents have to do with real estate sales, and as such may possibly be considered

61 H V 99; N V 466-469; 470-474; N VI 621; PS 45; G 1; 50.
62 ZA XLVIII 219.
63 NRET 17 sees in this word "... a general term for 'contract'."
64 To Purves (JNES IV 77, n. 39) tamgūrtu contracts were "... used in the settlements of miscellaneous affairs, for which general standard forms of contract were not available." E.g., H V 99 concerns the division of personal property; in N V 466 FN agrees to pay a slave (?) as his mulliewe of 1 MA.Na; N V 471 is an exchange of slaves; N V 472 is a contract for the barley from certain fields; etc.
65 From makanni, Hurrian for 'present.' (IH 39) Cf. Koschaker F 26 n. 3 and ZA XLVIII, 209 for a detailed discussions of the type or form of contract.
66 H V 17; H IX 30; N V 492; 493; N VI 605.
67 Cf. NRET 17. H V 17 is the one exception. Here a man sells his daughter into "daughtership" and also gives her ana makannūti. That this type of transaction almost results in a servile status for the woman involved (cf. above, p. 93, n. 122) and that the con-
perhaps as a later Hurrian variant patterned after sale-adoptions, but a variant that proved more fascile both as to form and application.

6. qiṣtu

This rarely found form possesses no descriptive heading so that its only distinguishing characteristic is the conspicuous usage of qiṣtu 'gift.' The various contractual steps of NV 556 follow almost completely the format of sale-adoptions, the initial and superscriptive clauses excepting. Steele suggested that this type of text "... may have developed after the feudal system had declined." 70

II Credit Transactions

As might be expected of the vast quantity of Nuzian business dealings there is no dearth of credit transactions. These credit dealings may be conveniently divided into loans and ditennūtu 'anticleretic security' agreements and considered in this order.

A. Loans

No small amount of Nuzian business proceedings was given to the

tractual treatment of a slave transfer has certain affinitites to that of real estate sales (above, p. 128, n. 32) might possibly explain the usage of makannūtu in H V 17. See F 26, n. 3 and Speiser, BASOR, LXXVII (1940), pp. 15 ff. for a consideration of this document.

68 NV 492 mutatis mutandi could with little difficulty present an express real estate sale of the sale-adoptions type. H IX 35 is more interesting yet since the real estate (buildings) and the deed (tuppu 1. 3), were transferred. This is followed by a statement contrary to those found in sale-adoptions, namely here the buyer is responsible for the ilku and not the seller.

69 NV 530; 556.

70 NRET 17.
extention of credit — a transaction which had obtained for the Nuzians well defined methods of procedure. By far the greater number of loans took the form of an informative statement, and yet if all of Shilwateshubb’s loans be excepted as forming a class in themselves then the ratio between the remaining statements and legal declarations is about one to one.

Excluding the dittennūtu transactions below, there are well over ninety loans scattered throughout the published material from Nuzi. Only the addresses of some of the more interesting follow: H V 2; 6; 34; H IX 43; 68; 70; 72-86; 95; 95; 135; 154; H XIII 55; 62; 167; 216; 243; 468; H XIV 527; N II 151; N V 475; 541; 543; 549; G 65; PS 7; 93; 97.

Of all the loans here considered Shilwateshub has made over half of them (nearly all of Shilwateshub’s are found in H IX). Formally they differ not a whit from the others, however, almost without exception (H IX 41; 150) the commodity concerned was grain and that in small quantities loaned to several principals at the same time. Another common characteristic of Shilwateshubb’s loans was that the grain to be returned was to be brought to a certain town, mostly Tasheniwa, although occasionally Nuzi and once Al Ilāni (H IX 76). No doubt these cities were the centers from which the grain was disbursed. This, coupled with the fact that Shilwateshub being a mār šarri, a governmental official (see above, p. 89, n. 108), was certainly not acting in a private capacity, would seem to imply that one of his duties was the oversight of grain disbursements, of a credit capacity, from the governmental storehouses of various cities. These cities were undoubtedly of a specified locale, under Shilwateshub’s supervision, which would infer that Tasheniwa, Nuzi and Al Ilāni were reasonably close together. That this is demonstrably so for Nuzi and Al Ilāni (= Arrapha = Kirkuk; cf. Gadd, RA XXIII 52, 64 f., 85 and PS 8, n. 14) see above, p. 1, nn. 1 and 2. Further, that the quantities of grain were small and governmentally disbursed might indicate that the status of the farmers who received them was still near to that of “serf.” Another characteristic of these loans is that each borrower is co-surety for the other (awēlūtu ana awēlūti mānis puti) although only one is responsible for repayment. The inevitable expression ṣa ašu umalla ‘whoever is available/present shall pay’ is indefinite enough to hold any of the borrowers responsible (cf. above, p. 130, n. 38).

H XIII 243 is a list of several loans of grain made by Shilwateshub which closes, after a total of Imers listed, with tuppātu ṣa šē MĒŠ ḫannit ihepešunūti ‘the tablets of this grain are cancelled.’ This may be a list of paid-out accounts.
The borrower(s)\(^{73}\) and the creditor are connected in these transactions by the expression "B(orrower) borrowed x\(^{74}\) from C(reditor)" which is usually written ana ḫubulli (ḪAR.RA) legû (lit. 'to receive on loan') and sometimes ana gibti legû (lit. 'to receive on interest').\(^{75}\) "C loaned x to B" (ana ḫubulli nadānu; H XIII 134; 243) also occurs.

As would be expected with loans—and here they differ from sales—dates are given and yet dates which only are approximate, lacking in precision. Without fail the due date is specified but strangely enough almost without exception the issuance date of the loan is lacking.\(^{76}\) Rarely is there found anything more specific.

\(^{73}\) In H IX, the archives of Shilwateshub, the texts from 68-92 and 121-135 contain the majority of Shilwateshub loans in practically all of which there is more than one borrower—at times as high as ten (H IX 88).

Once, H IX 135, grain is loaned to two towns.

\(^{74}\) For the most part varied commodities form the subject of Nuzian loans and they range all the way from grain, livestock (H V 2), metals (H IX 93; 95) and wooden beams (H IX 41) to bricks (H IX 150; H XIII 188; H XIV 527; G 14; 65) garments (PS 94) and slaves (G 54). Once silver and gold is borrowed (H XIII 167; cf. Lacheman, JAOS LVII (1937), p. 181.

\(^{75}\) H IX 93; 95; H XIII 62; 167; N VI 97. N V 543 has only legû 'to receive,' PS 96 and H V 44 have a D stative form of ḫabali with the sense of 'owe, be indebted to' and H IX 154 has ana nêmel legû 'to receive for profit.' For the expression ḫerišumakû (H V 29:11, 14, 19) which Gordon tentatively rendered as 'debt,' a Hurrian equivalent for ḫubullu (BASOR LXIV 26), Speiser explains (Or XXV 4, 8) as a variant of OB h/kissatum plus Hurrian -maku 'wirklich' with the meaning of 'real liability.' Concerning the Hurrian expression amum(h)urbed (PS 62:27) which Speiser (ibid., note) tentatively considered "representative," seeing it a reference to one Puhishenni of the previous line, Lacheman (JNES VIII 52) is inclined to view as a possible Hurrian term for loan. The difficulty is determining whether the antecedent of amumiburu is the goods loaned or the intermediary, Puhishenni, from whom they were received.

\(^{76}\) H IX 93 and 95 are the exceptions as ṣakali dIM and Kurilli—respectively are given as the months in which the loans were made. Following Gordon and Lacheman, AO X (1938), pp. 51-64 these would roughly correspond to July and June respectively.
than the month whereas usually the expression found is ina arki ebūri 'after the harvest,' or ina ebūri 'at harvest (time).'

The precision of the due date depended on what was borrowed. Practically without exception loans of grain were specified as due with the indefinite 'after the harvest' whereas all other commodities were assigned a specific month as the termination of the debt.

As to the amount of time that elapsed between the date of issuance and the date due this certainly varied. No doubt the loans of grain were made before planting season which would make a loan of only a few months duration, with a due date after harvest. On the other hand the situation with the second class of loans, those whose subject is a commodity other than grain, varies anywhere from a month

77 H V 36 speaks of the 'beginning of the month' although there is a possibility that this is not a loan but a work contract (see below, p. 146, n. 85). H V 10 on the other hand requires that an outstanding obligation of 17 minas of lead be paid on the thirtieth (ina 30-ši) of the month of Arkapinni (September).

78 It is possible that this rarely found ina ebūri (H V 28; N VI 630; H XIII 62) should be read ina <arki> ebūri—at least in H XIII 62 since grain was loaned, and as with all loans of grain, the most logical and practicable due date was 'after the harvest.' Cf. below.

79 Perhaps G 65 and its loan of bricks due 'after the harvest' is the exception that makes the rule. Although cf. H XIV 527.

80 Cf. H V 2; 10; 34; H IX 93; N V 475; N VI 97; G 14; 54.

The treatment in H V 10 suggests that to say the loan was due in a certain month means by the end of that month. There the borrower declared that he would pay back the amount owed in the month of Arkapinnu. He concludes by saying that if he has not paid by the end of the month (ina gamār arūi l. 14) then the amount owed goes on interest.

Once, H XIV 629:8 ff., it is stated that the goods were payable on demand: immatime C. Ṭišu SAG.DU-šuma utār 'he shall return the SAG.DU whenever the creditor requests (it).'

81 G 14, a loan of copper, calls for its return "in the new month" which might have referred to the coming month. Other loans whose due date is a certain month could have been only approximately of thirth days duration depending on when they were issued.
Perhaps the issuance date was unnecessary because the interest and the duration of the loan were unrelated. That is to say the interest charge may have remained constant so that whether the loan was for one month or one year the interest due was the same. Under these conditions, then, the only date needed would be a due date.

The question of interest in Nuzian loans as a whole cannot be easily and decisively stated and this has not gone unnoticed. It is true that in at least five instances an interest of 50% is calculable yet on the other hand there are agreements which lend themselves very nicely to the implication that the goods loaned were

\[^{82}\text{NII 151 although mentioning no specific due date does give the borrower three years to pay off the loan.}\]

The two loans H IX 93 and 95 which date the issuance in a certain month and required it to be paid off in a like named month imply a twelve month loan. H IX 95 would especially indicate this with its issuance in the month of Kurilli (June) and its date due being "after the harvest in the month of Kurilli." Once, H XIII 463:7 f. ina ṣatti ša illakūni 'in the coming year' is found. See above n. 80 and H XIV 629 for a loan whose goods are payable on demand.

\[^{83}\text{Cf. MPND 5.}\]

\[^{84}\text{H IX 95 (borrowed: 12 minas of lead; returned: 18); H XIII 55 (borrowed: 1 imēr millet; returned: 1 imēr 50 qa [1 imēr = 100 qa; NRET 29]); N V 549 (borrowed: 12 imēr barley; returned: 18); N VI 630 (borrowed: 10,000 bricks; returned: 15,000); G 65 (borrowed: 200 bricks; returned: 300).}\]

There are three other texts which may or may not lend themselves to a relative degree of substantiation. H V 2 is a loan of four animals, three sheep and one goat. The borrower was to return in addition to the four grown animals two spring lambs (kalūmu ḫurāpu l. 6), one spring kid (enzu laliu ḫurāpu l. 7) and three kuduktu of wool. It is possible that the three young and the three kuduktu of wool made up the equivalent of one half the value of four grown animals.

N V 541 is a loan of three imēr of barley. To be returned, however, beside the three imēr of barley was one ewe or one ewe and her lamb. Depending on the price of barley at the time this loan was made, this also may have represented an interest of 50%.

Finally, N V 543, like N V 541, depends on the price of grain. The creditor loaned sixty imēr of barley and required in return 100 sheep(?) plus barley.
interest free except on delinquency. However, the expression which complicates the whole picture is the oft recurring SAG.DU.

Taken by itself SAG.DU with its Akkadian equivalent qaqqadu 'head' would certainly suggest the significance of 'capital' or 'principal' and Nuzi is not lacking in texts which by themselves could support this. On the other hand if SAG.DU does signify

The obligee of H V 10 declares that if he has not repaid the remaining 17 minas of lead due by the end of the month of Akapinnu then this lead ana pani qibti illak (DUak) 'will go on interest' (1. 17). An identical expression is found in SMN 2363:12 ff. (AO X 59, n. 3) Summa ina arbi še-ja-li ša illaku lā inandin ana pani qibti illaku (DUku) 'If he does not repay in the coming month of Shehali, it will go on interest.'

H V 34 indicates that if the principal is not paid 'in the aforesaid month' (ina arbi ša gabu 1. 7) the borrower must return it plus interest (gadu qibtišu 11. 8 f.). A like expression is found in N II 151 and doubtless H XV 307:7 should be read gadu qibtišu.

N V 475 is a loan of 13 minas of lead due in the month of Shehali. If it is not paid by this month then the obligee must add (išakkan) one mina of lead to the principal for each month delinquent.

The two texts of H V 36 and 95 which seem to have similar conditions in them may be in a class by themselves, at least as Koschaker viewed them. To him they represent Werkverträge (OLZ XXXIV 226).

The Akkadian form qaqqadu 'head' of Sumerian SAG.DU is never written out in these loans although it occurs elsewhere (N IV 345:7; G 43:15).

Approximately one fourth of Nuzian loans, after the due date, contain either an enumeration or statement of the goods loaned which is immediately followed by either qaqqadu or qaqqadušu, a term which could be easily understood as signifying 'principal' or 'capital'. H V 6:5 f. would vary slightly with qaqqaduma 2 imēr še'ī 'the principal, 2 imēr of barley.'

SAG.DU will also occur with no specific mention or description of the goods loaned. (There is a sizeable group of loans which mention neither SAG.DU nor interest but simply require the return of the goods mentioned: H IX 41; 70; 78; 80; 85; 88; 91; 123; 133; 150; H XIII 409; G 54.)

However, the strongest indications that SAG.DU could represent 'principal' comes from three texts already mentioned (n. 85). In H V 34 the obligee states ina arbi Ge-nu-nu ša Al Ilāni ina qaqqadušuwa...
'principal' it seems strange that it is never linguistically associated with interest in the manner followed by those texts which describe the principal and require it to be returned plus interest. In other words the expression SAG.DU itti šibtišu 'the SAG.DU with its interest' is never found. This arouses suspicion and might suggest the possibility that SAG.DU does not signify 'principal' after all. Perhaps as Koschaker maintained gaggadu signified the

utārmi ūmmat ina arbi ša qabú la anandinsi u gadu šibtišu anāku šašu utārmi 'I shall return his SAG.DU in the month of Genunu of Al Ilani. If I do not return (it) in the aforesaid month then I shall return that lead with its interest.' ŠMN 2363:8-14 is similar: 'Hutipapu shall give to Taya his SAG.DU in the month of Shehali. If in the coming month of Shehali he does not give (it), it will go on interest.' And, finally, in N V 475 Utaptae declares, concerning the 13 minas of lead he borrowed, that he will return the 13 minas of lead, the SAG.DU, in the month of Shehali. He further states that if he does not return the lead in the month of Shehali then he will add (ishkkan 1. 16) one mina of lead month by month to the SAG.DU. In these three cases SAG.DU can very plausibly signify 'capital' or 'principal.'

Lewy's explanation (Or X 221) of SAG.DU in N VI 625:7 as 'capital (without interest)' is not applicable here because she has, at least in part, misunderstood the document. She is wrong in seeing a loan here for the distinctive characteristics of a loan are absent. But she is right in seeing here a harvesting agreement. The gaggadu 'head' here mentioned is ana egā [di] 'for harvesting' (1. 8) and refers to the crop. Cf. G 43:15 and Landsberger's reading (in NKRA 132) ša egli gaggassu ugalil(m)na (< ugalab(ma) < gullubu 'cut off') 'he shall cut off the head of the field,' i.e., harvest its crop.

88 There is a group of loans which carry, following the due date, a description of the commodity loaned requiring it to be returned itti/gadu šibtišu 'with its interest' (H V 3; H IX 73; 74; 92; PS 97; H XIII 62). More common, however, is the simple requirement to return itti/gadu šibtišu 'with its interest' where the antecedent of 'its' is the aforementioned goods (H IX 68; 72; 75; 86; 121; 124; H XIII 121; 463; 496; N V 535; N VI 624; G 16). Once, H IX 93:7, ana šibtišu occurs. Yet, as might be expected if SAG.DU equalled 'principal,' the expression SAG.DU itti/gadu šibtišu never occurs.

89 ZA XLIII 197. Cross (MPND 5) makes a like suggestion. One brief document may be apropos here: N V 543. Here šu-ši imer SENG
'complete amount' implying that the creditor collected the interest by discount from the capital.

Yet if the interest was computed in advance and included in the amount borrowed then how to explain on the one hand H V 3 which records a loan of \( x \) \( 2 \) \( \text{imer} \) of barley and requires a payment of \( \underline{\text{S}E \text{MES}} \) gadu \( \text{šibtišu} \) 'the barley plus its interest' and on the other H V 6 which is also a loan of \( 2 \) \( \text{imer} \) of barley but requires the borrower to return \( i-na \) \( \text{SAG.DU-ma} \) \( 2 \) \( \text{imer} \) \( \text{še'ı} \) 'for/as \( \text{SAG.DU} 2 \) \( \text{imer} \) of barley'? To be sure by positing 'the complete amount' for \( \text{SAG.DU} \) one can make sense of the document but it requires an additional assumption namely that Nuzi had two types of loans: one in which interest was collected on repayment and another in which interest was discounted from the capital. Practically speaking, however, both would be collected in the same manner. In the first place a man could borrow \( 12 \) \( \text{imer} \) of grain and pay back \( 18 \) (assuming the 50% mentioned above was a common percentage of interest) or perhaps the borrower received but \( 12 \) \( \text{imer} \) of grain though his contract stated he received \( 18 \) and was obliged to return \( 18 \), the \( \text{SAG.DU} \). However, the three texts referred to above (n. 87) seem to argue rather clearly for the meaning of 'principal' or 'capital' for \( \text{SAG.DU} \). Nevertheless, this point of view results in conclusions that are decidedly tenuous. Thus if \( \text{SAG.DU} \) is simply 'principal' this would create the unlikely situation of an embarrassingly large group of interest-free loans.\(^{90}\) But if these loans are not interest free and \( \text{SAG.DU} \) still is the

\[
\text{ŠE MES} \quad \text{ša mTe-qi-ip-til-la mA-ri-wa-ti il-qi i-na arki ebūri MES} 1 \\
\text{ma-at immere} \quad \text{Hi.A.MES} \quad \text{u \text{SAG.DU-šu-ma ū-ta-ar aban kunuk} mA-ri-wa-ti.} \quad \text{(On the Nuzian usage of the MES sign as here found with ebūri see Berkooz, The Nuzi Dialect of Akkadian, [Phila., 1937], pp. 17 ff.) Does this mean that for Ariwati the \text{SAG.DU} included the principal and interest?}
\]

\(^{90}\) This would make at least fifty loans with no mention of interest.
Nuzian equivalent for 'principal' then one can only plunge further into unlikelihood by maintaining that the scribes, in a whole host of texts, overlooked mentioning the interest.

Perhaps, then, the only way of harmonizing these three texts with the vexacious circumstances surrounding Nuzian interest procedures is to suggest that here, too, SAG.DU signifies 'the complete amount' but the interest mentioned has nothing to do with the original loan—it was actually a type of late charge or penalty for delinquency. This would nicely explain N V 475 where the borrower is required to add one mina of lead to the SAG.DU for each month he is delinquent.

This, of course, results then in seeing in SAG.DU an expression which signifies principal plus interest and postulates two types of loans in Nuzi: 1) the more prevalent agreement which formally granted the borrower the 'complete amount', the SAG.DU (though not always mentioning it as such), and required the repayment of the same; or 2) a less frequently occurring type where the borrower receives a certain commodity on loan and when he pays it back he does so plus interest.

In addition, then, to late charges in the case of delinquency, Nuzi exhibits at least two methods of securing repayment of the capital (aside from that peculiar to the ditennūtu contracts below). One has already been considered, that of the surety or guarantor, 91 and the other is found in G 54 and N V 541. Selecting N V 541 as the better preserved of the two documents it can be clearly seen that to default in the payment of a loan could result not in a property judgment but, what is worse, in the seizure of one's wife and children, 92 no doubt for the purpose of forced labor.

91 Above, pp. 128 ff. The mahia pūti is most prevalent in the Shelwateshub loans.

92 Ll. 19-22. Šumma mIšapalu la ašib mGelteshub ina bitūtišu
Loan documents rarely contain lists of witnesses although almost without exception they are signed (sealed). Outside of the Shilwateshub loans, which are invariably sealed by some of the borrowers, seals of the borrowers are not so common and the seals of the creditors are wholly lacking.

Finally, obligations of indebtedness, upon satisfaction by payment, apparently necessitated an additional instrument which recorded a formal and accepted description of the same. Several documents suggest this through their formal identity—they are all affidavits or legal declarations—but more particularly in their choice of terminology. Each contains a statement of indebtedness based on a D stative of habalu, in each but one (PS 94) the creditor promises not to lay claim for the repaid goods and each contains a breach of contract clause with a stated amount of damages payable. And yet H V 30 differs very little, if any from

[?rub aššassu mār [šu] iššabbat 'If Ipshahalu is not available (then) Gelteshub may enter his buildings (and) seize his wife (and) son."

Enigmatic is the MA. U which occasionally precedes some of the borrower's names in Shilwateshub's loans. Cf. H IX 77:15 and 20 where it precedes and follows respectively the same name, Zilipapu.

Few documents lack any seals whatsoever (H IX 132). Without fail loans will be signed, if not by the parties concerned at least by men who witnessed the transaction.

H V 15; 30; PS 93; 94.

Each of the creditors of H V 30 and PS 94 declare that the borrower ana yāši ħubbulmi 'was indebted to me.' The creditor of PS 93 states that the borrower ana yāši la ħubbul 'is not indebted to me.' H V 15 is a statement from the borrowers: 'We are indebted to Ilimahi, son of Ilanu, for 18 sheep' (18 immernpl ša ḭilimahi mār Ilanu ina muhhiyani ħubbuluni 11. 7-10).

The few documents such as H V 9; H XIII 321 and N V 545 contain another statement of indebtedness namely ina muhhiya ašbu/irtēb, 'is due me.' N V 545;8 also has šakin ina muhhiya. These documents appear, however, to be a kind of Nuzian IOU.

Rather unique are the damages required in H V 30. Sum-ma
PS 96, certainly a receipt for a sale, so that what at first appearance might seem to be a written recognition of a loan repaid may be nothing more than the conclusion of an executory sale contract. Or perhaps what may be better, the same formal instrument served both occasions.

B. Dittenütu Contracts

Like as with the marrütu '(sale—)adoptions' so with these dittenütu agreements only the briefest description is necessary while at the same time calling attention to the extensive and able studies of Koschaker, Speiser and others.

These dittenütu agreements, then, are loans whose distinguishing characteristic is best described by the term antechresis.

\[\text{Th-ra-ri ib-ba-la-ka-t} \text{kus-su-tu si-na-mu-num<ma> KAK } \text{sum-ma se-en-ni-ma ib-ba-la-ka-t} \text{bu-bu-ul-su si-na-mu-num ma KAK 'If Turari should default he shall duplicate the cover; if Shenni should default he shall renew his debt.' (Following FL 17, n. 36 and the discussion of sinatumma epēsu 'to duplicate;' an expression to be distinguished from sinatumma epēsu 'repeat' according to PS p. 118.)}\]


\[99\] The etymology of this term still awaits conclusive settlement. For a list of dittenütu documents see NRET 66 ff.

\[100\] Koschaker, NKRA 131-136, with revised conclusions in ASAW XLII (1931), No. 1, pp. 87 ff.; Speiser, JAOS, LII (1932), pp. 350-367; Steele, NRET 45-49; Cuq, Journal des Savants (1927), pp. 396-398; and Lewy, Or X (1941), pp. 313-336.

\[101\] NRET 47, 49.

\[102\] PS 72, n. on 1. 29. Antechresis is a type of mortgage in which the mortgagee takes possession of the mortgaged property enjoying its fruits and profits in lieu of interest. N III 302:10-11 (cf. below, n. 114) certainly implies this concerning the usage of the security in lieu of interest for there if the borrower—who is his own security—absents himself from the creditor's service the commodity he borrowed immediately begins to
That is to say when a borrower was granted the loan of a certain commodity he in turn secured the repayment of the loan by giving to the creditor collateral in the form of possession, not title, of a certain tract of real estate, the usufruct of which was certainly understood standing as it did, no doubt, in lieu of interest.

Ditennūtu contracts contain, ideally, nine distinctive points of which only one is pertinent here. This is the kaška-clause which has received its most thorough treatment at the hands of Speiser. This expression, generally found in ditennūtu documents,

accrue interest.

And N IV 340 is a lawsuit concerning seven imērs of land given ana ditennūti. The plaintiff maintained that the defendant withheld for three years the land he was to have mortgaged. The outcome is that the plaintiff wins the suit and the judge awards to the extent of 21 imērs of barley and 21 bails of straw—doubtless an attempt at compensation for loss of use of seven imērs for three years.

103 NRET 47.

104 Ibid. Another notable factor concerning ditennūtu transactions was that either the borrower himself, his son or a slave could stand as security as well as real estate (cf. e.g., N III 290; 293; 295; 298; 299; 302). This virtual enslavement (NKRA 13)—which could become actual upon inability to repay (PS 29)—standing on a par with real estate in securing loans would coincide with the above suggested attitude of the Nuzians toward slaves—they were a kind of real property (pp. 128 and 140, n. 67).

105 Cf. Speiser, JAOS LII 354 and the ensuing discussion. The various points are: 1) superscription; borrower's name and description of his land; length of loan; 2) creditor's name and description of loan; 3) fulfillment of time is to result in repayment of loan and restoration of security; 4) claimant-clause; 5) a plowed field may not be taken back; 6) curtailment-enlargement clause (cf. above, n. 51); 7) kaška-clause; 8) default penalty; and 9) šudūtu-clause.

106 HH V 18; 38; 81; 86; 87; 89; 91; H IX 98; 105; 106; H XIV 604; N VI 599; PS 64. For the various spellings see Steele, NRET 26 and his translation "'moiety' (?) ."

107 JAOS LII 363 ff.
although it occurs at least twice in sale-adoptions,\textsuperscript{108} is part of a clause whose variants prove to be the clue to its meaning.\textsuperscript{109} Thus \textit{kaška} emerges as something that is not to be cut or removed from the field and something that can serve as security.\textsuperscript{110} It can also refer to the ground on which this type of crop occurs as the contract of \textit{HV 14} would show. Speiser further shows that it was neither the entire crop, lest the \textit{ditennitu} transaction would become meaningless, nor the unharvested grain, the yield from the seed sown before the transaction, because it "... is used also in cases of extention of the \textit{ditennitu}; even though the creditor has had the field in his possession for a number of years..."\textsuperscript{111} Thus \textit{kaška} was either a specifically delineated portion of a larger area of land or its harvestable crop. As to its purpose Speiser sug-

\textsuperscript{108} \textit{HV XIV 604:22-25; N VI 599:22. \textit{HV 14} is a contract subject is one \textit{imér} of \textit{kaška} land.}

\textsuperscript{109}\textsuperscript{109} Usually found is \textit{B(orrower)} \textit{ina/ištu libbi (ššu/annû) kaška lá ileqqi 'B. shall not remove (lit. 'take') the kaška from the (that/this) field.' This clause has two variants. \textit{HI X 98:31} and \textit{HV XIV 604:22 f.} have \textit{B. kaška ina libbi (annû) lá inakkis 'B. shall not cut the kaška from the (this) field.' And, as if this were not enough to indicate that kaška is something cut, \textit{HV V 35:36 f.; 87:23 f.; HI X 101:36; have ina ištu libbi eqqī (ššu) niksa lá inakkis 'he shall not cut the niksa from the (that) field.' Niksa here obviously refers to that which is cut, some harvestable crop. Speiser, ibid., 364 f., also points out an Amarna occurrence (\textit{EA 244:14}) which not only shows \textit{kaška} synonymous with \textit{baqamu} 'to pluck' but is at the same time glossed by Canaanite gašara 'he cut, harvested.' Further, in this respect, it might be wondered whether or not the relative size of the \textit{niksu} (= \textit{kaška}) here might be inferred from its usage in \textit{NI 42:5} where it is used to denote a strip of \textit{kiru}-land 63x4 cubits (cf. below, p./f., n. 7). Were this the case \textit{kaška} (= \textit{niksu})-land would be strip(s) of unharvested field.

\textsuperscript{110} Speiser, ibid., 363. Also "... the debtor retains his rights to his kaška unless otherwise stated." (Ibid., 364)

\textsuperscript{111} Perhaps \textit{HI X 67}, a brief document, is significant here: 1) \textit{33 imér šE.MEŠ 2} kaška-\textit{ás-kī-ê 3) ištu šE.MEŠ-ti 4) ša \textit{PN 5) \textit{PN}, 6) ištu \textit{Hi Miniawe 7) ilteqî '33 imèr of kaška-barley from the barley of \textit{PN, PN received from the town of Miniawe.' This would not necessarily indicate that kaška was a type of grain; it could just as well describe grain that was earmarked for a specific purpose.

\textsuperscript{111} Ibid.
gested that at first it was religious but in time ' . . . it ac-
quired an independent status which was not affected when the field
changed owners.'\textsuperscript{112}

It might also be noted in connection with security for \textit{ditennȗtu}
contracts that in those transactions in which the borrower him-
self secures his own obligation by service in the house of the
creditor, it was also possible to give the creditor additional se-
curity in the person of a guarantor (\textit{mabîs puti}). In such cases
the guarantor was responsible to the creditor for a predetermined
amount only on event of the borrower's negligence, or better absence,
from his obliged services.\textsuperscript{113} Another method, for a like offence,
was to have the commodity loaned accrue interest undoubtedly to com-
panse for loss of service.\textsuperscript{114}

Lastly, like as with ordinary loans so here too defaulting or
inability to repay could produce severe penalties. Large sums of
money could be exacted\textsuperscript{115} or a son could be seized as compensation
—in fact the borrower's whole family might be taken to assure pay-

\textsuperscript{112} Ibid., 365. And this status was not unlike that of the
\textit{nasb} of the Hebrew Bible (see below, p. 158).

\textsuperscript{113} For instance in N III 306 Turshenni is the guarantor of
Mushshenni and as such he owes the creditor one mina of copper for
every day that Mushshenni is absent from work (11. 11-14. \textit{Summa}
\textit{mMushshenni} \textit{ina l E} \textit{ini ina sipra ipat} \textit{ana} \textit{umak} \textit{l} \textit{mina er} \textit{mTurshenni}
\textit{umalla}).

\textsuperscript{114} Cf. N III 302:10-12: \textit{Summa mAlpuya} \textit{[Mi]pra} \textit{Sa} \textit{mTehiptilla}
\textit{izib u hur} \textit{ana gib} \textit{i[l]la} \textit{k} 'If Alpuya leaves the work of
Tehiptilla, then, the gold goes on interest.' N VI 609:10-13 reads
in a like manner.

\textsuperscript{115} E.g., 2 minas of gold (N III 305).

\textsuperscript{116} N III 303 is a loan of 20 shekels of gold with a son given
as security. If the borrower fails to repay the gold then the
creditor need not return his son but may sell (?) him to whomsoever
he pleases (11. 10-12. \textit{Summa mAkaptugge} \textit{[I} \textit{ut} \textit{a}] \textit{r} \textit{Mukriya m} \textit{mar} \textit{Su}
\textit{[I} \textit{ut} \textit{a}] \textit{mar} \textit{asar had} \textit{[inandin]}). If the creditor, on the other hand,
ment. 117

It can be said, then, that Nuzian business and financial acumen was certainly not wanting in its legal acuteness or expressibility although it may not have exhibited all the fine distinctions and finesse which characterize modern business procedures. Nevertheless, were it a question of legal circumlocution or circumvention the Hurrian of Nuzi was certainly not at loss. In this respect his adroitness is amply demonstrated. But when it came to realizing a profit from his credit endeavors he became oppressive in his demands, failure of which to satisfy could, as must also have been possible with other financial transactions as exhorbitant penalties suggest, have resulted in a disaster that would have ended only in abject poverty or slavery.

Turning now to the points of comparison with early Israelite culture several parallels do emerge, one of which is striking enough to command attention as a possible correspondency.

One of the clauses of the sale contracts—both of real and personal property—that has been submitted as having a biblical analog is the šuddtu-clause. This was suggested by Gordon 118 who endeavored to equate linguistically and culturally Nuzian šuddtu and Hebraic יִבְנָא 'release,' along with andūraru 'release' and יִירְר 'liberty'—especially the latter's association with the

does not return Shukriya, the son, then he must return the children of Shukriya who are in turn responsible for repayment of the gold. But, if they, too, fail in repayment then one of them also must enter the creditor's house in exchange for the gold (11. 19-24. شممة ين

117 PS 60:25-29. These debts were also inheritable; see PS 38 and Speiser's remarks.

year of Jubilee (Lev. 25:10). He further intimated that the puzzling \( \text{šudūtu} \) and andurāru being part of a business transaction but coming before the drawing up of the contract achieve an intelligible amount of clarity if viewed in the light of the sabbatical and jubilee years. 119 The success of such an endeavor will depend of course on the likelihood of the linguistic and cultural equations neither of which unfortunately can muster substantial support.

To identify \( \text{šudūtu} \) with \( \text{\text{n\text{w}o\text{\text{w}}} \) requires a series of morphological alterations that are highly untenable 120 though there may be some connection between andurāru and \( \text{\text{\text{n\text{w}o\text{\text{w}}} \) 121 Yet even if the expressions were cognate this would not mean that their functions in their respective cultures were akin. As can be seen even by a cursory perusal of Nuzian sales there is little, if anything, that deserves comparison with the Hebraic custom of sabbatical release or rest. 122

119 Ibid., p. 39.

120 In order to obtain a connection Gordon (ibid., p. 39, n. 3) reads \( \text{šudūtu} \) as \( \text{Șūtūtu} \) (\( \text{Șū-} \)) suggesting that the morpheme \( \text{Șū-} \) goes back to a root \( \text{šw} \). This, in turn, he posits, through an \( \text{w} \rightarrow \text{m} \) shift—which is not foreign to Akkadian—would then result in \( \text{šmt} \), a form not unlike \( \text{\text{n\text{w}o\text{\text{w}}} \) and perhaps the source of the Hebrew expression. Gordon's suggestions are very sketchy making it difficult to see just how he made a connection. Perhaps he meant to suggest that in order to achieve a form similar to \( \text{\text{n\text{w}o\text{\text{w}}} \) a root \( \text{šw} \) existed 'for sātu 'drag' is an unlikely prospect here)—which must have been semantically related enough to eventuate in a term similar to \( \text{\text{n\text{w}o\text{\text{w}}} \) —which somehow gave rise to a \( \text{šmt} \) (\( \rightarrow \text{\text{\text{n\text{w}o\text{\text{w}}} \) through a supposed \( \text{w} \rightarrow \text{m} \) shift but, then, went on to develop according to normal Akkadian patterns for middle weak verbs to become the \( \text{Șnt} \) of \( \text{Șūtūtu} \). However, no \( \text{w} \rightarrow \text{m} \) is ever attested in Hebrew so to labor in the hypothetical and complex only results in the inadmissible when simplicity brings clarity. Certainly the explanation of Košchaker and Landsberger of \( \text{šudūtu} \) (above, p. 128, n. 31) is the most understandable.

121 GAD § 56 a considers andurāru of the type \( \text{anpurāś} \) which would then make them feasiably cognate.

Cf. Weidner, ZA N.F. IX (1936), pp. 114 ff. for a consideration of andurāru and Alexander, JBL LVII (1938), 75 ff. for a consideration of the unlikely question A Babylonian Year of Jubilee?

The primary purpose of the latter—regardless of how faithfully it was observed—was religious and humanitarian, something conspicuous by its absence from both sales and loans at Nuzi. And, finally, that the ḫudītu-clause concerned both slave and real property is not so much an indication of the sabbatical release of slaves as it is that slaves were on a par with real estate at Nuzi and needed all possible claims satisfied so that the buyer might have a clear title. At least in this aspect then there is little that could even be considered parallel.

For a brief comparison of the biblical custom of sealing surety agreements and the Nuzian mābis pūti see above, p. 77, n. 72.

Perhaps the most opportune occasion for viewing an Israelite real estate sale is Jer. 32:9-15, and yet the situation there presents but parallels of a general nature—the presence of a sealed deed, witnesses who signed the deed, the apportionment of the sale price in shekels of silver. That these portions of real estate had definite boundaries goes without saying for repeated is the warning not to remove the landmarks with intent of fal-

123 Cf. above, p. 128 and n. 32.

124 Although it may not have done so in this sale, it might be conjectured as to whether or not רָבַל ('the open' deed, lit. 'the uncovered' deed; vv. 11, 14) could heark back to an unencased clay document.

125 The Nuzian was very particular when it came to surveying (ṣulwû 'survey,' ʾ of lawû 'encircle') his land having specific instruments of measurement and even a standard cubit (above, p. 137, n. 51). The Israelites too must have paid close attention to measurements in real estate transactions although little mention is made of such. The description of land in Jos. 18:1-10 is more of a general delineation and establishment of major boundaries than the precision measurement of specific tracts of real estate which would be necessary in a sale of land. It is unlikely either that v. 4 and יִהְיֶה יִבְגַזְנ ה ב א ר א ס (lit. 'with my foot').
sifying boundaries. But here again the similarity is only of a parallel nature.

Another parallel—it is not a correspondency—is the result of insolvency in both cultures. As noted above under both types of Nuzian loans seizure of children (and even wives) as compensation in the form of forced labor was possible if the borrower found himself unable to repay his debt. The same was true for Israel throughout much of its history. The widow of II Kgs. 4:1 complains to the prophet Elisha that her children are in danger of servitude due to her inability to meet her creditor's demands. Isa. 50:1 and Neh. 5:1-5 present similar pictures and certainly the Levitical stipulations of 25:35-40 were undoubtedly drawn up with the definite intent of avoiding just such bondage due to insolvency. But, as to how far back such a consequence of insolvency might extend for the Hebrews it may be difficult to say. It was not unknown to Hammurabi (§ 117) and may likewise have been part of patriarchal or post-patriarchal Israel especially in view of the prevalence of Hurrian culture at that time, yet at best the situation remains hypothetical with little more to suggest it than general Hurrian and Semitic analogs. Correspondency is thereby precluded.

The final and most important of the similarities—because it approaches correspondency—which might be pointed out is the relationship which Speiser suggested between Nuzian kaška and biblical נָּן as found in Lev. 19:9 and 23:22. These two verses, practically identical, stipulate that when harvesting a field the

126 Deut. 19:14; 27:17; Prov. 22:28; 23:10; Job 24:2. Cf. above, p. 137, n. 52 for a perfect Nuzian example of just such an offence.

127 P. 149 and p. 154.

128 JAOS LII 365 f.
is not to be completely cut but left for the poor and the sojourner. It was seen above that in Nuzi kaška had reference either to a crop—that was for some reason different from the ordinary harvest—or the land which produced it (p. 153). Further, Speiser indicated that both kaška and ḫ-s seem to have similar etymologies. He, then, goes on to say that the agreement between ḫ-s and niksa inakkis—the variant of kaška legu/nakasu—is much too complete to be merely accidental; the probability of a common origin of both Hurrian and Biblical usage cannot now be disregarded. His suggested reconstruction of development is that with the first harvest a definite portion of the field was set aside, perhaps for religious purposes. This in time acquired an independent status unaffected when the land changed owners. But eventually the institution giving rise to this was modified to fit other changes whereas the delineated or dedicated land and its crop came to be of benefit to the poor and needy. This, of course, is only a suggested reconstruction but, nevertheless, whatever the details of such a picture might be, the close correspondence of linguistic expressions, the reflection certainly of an older custom—perhaps reinterpreted—in Leviticus, and a near-analogous custom in a culture that had intimate contacts with early Hebrews certainly points more in the direction of correspondency than elsewhere.

As a concluding remark it may be said that of the few biblical parallels to Nuzian financial customs only one is distinctive en-

129 ḫ-s is etymologically related to a root meaning "to cut, split."

130 Ibid., 364 f. He pointed out that ḫ-s is etymologically related to a root meaning "to cut, split."

131 Ibid., 365.

132 Ibid., 365 f.
ough to deserve consideration as a correspondent. Perhaps, however, this is because Biblical economic detail is kept at a minimum while attention is focused elsewhere. Nevertheless, the resultant though barely perceptible picture here arising is not unlike that seen emerging from a comparison of family laws in both cultures—the predominancy of Hurrian influence discernable is in the Pentateuch.
Chapter IV

Legal Procedures

It should not come as a surprise, then, if, hand in hand with the evident legal sensitivity displayed in family organization and economic behavior, Nuzi should also exhibit a fond propensity for litigation—a propensity of ample representation in Nuzi's written legacy. Nevertheless, the Hurrians of Nuzi, as might be expected, countenanced no jurisdictional disorder in their litigious inclinations—to the contrary, well defined methods of procedure are seen throughout Nuzian litigation. And for ease of consideration and description this procedure may roughly be divided into courts and cases.

A. Courts

Nuzian courts can be described briefly as a bench of judges (dayyanu)—no jury—which may have been headed by an individual called a balzublu. As aids to the court men were appointed as

1 Although lawsuits are scattered throughout the published Nuzi tablets the richest and most varied collections are found in PS and N IV with a few interesting cases in G, II V and N VI.

2 At least three, Liebesny, JAOS, LXIII (1943), p. 129.

3 For the etymology of balzublu (= halgu + ublu) see Finkelstein, JCS VII 116, n. 30; cf. CAD, H, p. 57.

Although the Nuzian balzublu has been equated with hazannu 'mayor' (Koschaker, OLZ XXXIV 226 but in OLZ XXV 402 f. he was uncertain) his frequent association with judges (cf. ina pani dayyanu ina pani balzublu) might infer he was a special judicial figure. Although Koschaker considered the as the head of the court (OLZ XXXIV 226) Liebesny (JAOS LXIII 129 f.) presents strong arguments to the contrary. He points out on the basis of etymology (from halgu 'fortress, district' + ublu, a Hurrian occupational and agentive morpheme), his absence in lawsuits (outside of N IV 352:4 and N IV 382:3) and his presence along with judges in legal declarations concerning real estate that his function may have been more civil than strictly juridical. J. Lewy considers the a 'district officer,' (HUCA, XIV (1939) 621, n. 153.) Koschaker, OLZ XXXV 402, pointed out that the famous Tehiptilla was a balzublu.
*manzadublu* 'deputies'\(^4\) whose duties were chiefly the presenting of the court-ordered summons to a defendant who was absent from court when the case involving him was begun.\(^5\) It was also the responsibility of the *manzadublu* to accompany the defendant to the *ilāni* when the court called for the swearing of the oath and apparently another of their duties was the execution of the sentence.\(^6\) Perhaps they also functioned when the river ordeal was called for.\(^7\) There is one other functionary of the Nuzian court\(^8\) who appears in *N IV* 397:12. He is the court investigator (*Lümubētu*) who—at least in this case—was authorized and sent by the court to search (ll. 8 f.) the premises of a certain individual for evidence which proved forthcoming. It is interesting to note that the position of the Nuzian judge was not legally invulnerable\(^9\) even

\(^4\) Liebesny, *JAOS*, LXI (1941) 133. Koschaker, *OLZ* XXXIV 225 felt that *manzadublu* was the Hurrian equivalent of OB *rābīṣu*. Lewy's attempted etymology (Or XI 40, n. 1) from Akk. *manzu* 'drum' with the eventual meaning of 'drummer' for *manzadublu* is unlikely (cf. Speiser, Or XXV 17, n. 6). *Manzadublutu* (H IX 108:37; cf. *N IV* 348:32; *P S* 73:27) is 'the office of *manzadublu*' (*DNT* 28).

\(^5\) At least thrice, *N IV* 369 (where they are accompanied by a *nāgiru* 'herald'); 375. Cf. *H V* 49 for a fourfold summons. Koschaker (ZA XLIII 202 ff.) has discussed four cases (N IV 348; 369; 375 and 379) in which the *manzadublu* function and sees in these cases a peculiar manner of neglect procedure (*Versäumnisverfahren*). He describes the various parts of these cases as: 1) introduction; the usual (see below, p. 164), although the defendant's name is missing, 2) plaintiff's report, 3) threefold summons via the *manzadublu* to the defendant, and 4) judgment in favor of plaintiff on default of defendant (his failure to appear in court when summoned).

\(^6\) *JAOS*, LXI (1941) 133.

\(^7\) *OLZ* XXXIV 225 and see below, p. 167.

\(^8\) Liebesny, ibid., 129, points out that unlike OB courts those of Nuzi were secular.

\(^9\) As might be expected from the collection of suits at the beginning of *P S* where such a high official as the mayor of Nuzi, Kushiharbe, was the defendant. Although the specific text is lacking the accumulative evidence against Kushiharbe's gross mal-
though the plaintiff of N IV 397 lost his case against the defendant, a judge. Above the local court stood always the king before whom the case could be brought by swearing a nī ḫaṛrī, an oath by the king.

B. Cases

Although little is known of the procedures which transpired prior to the opening of the suit before the judges, the recording of the jurisdictional methods in court is rather complete. In general Nuzi's court methods followed a rather set pattern or format as the records of various suits would imply.

feasance while in office must certainly have reached its expected and just culmination (cf. Speiser, PS, p. 64). H XIII 286 may also be added to the list of Kushiharbe's recorded offences.

10 Who was Tehiptilla's son Ennamati.

11 Liebesny, ibid., 132 (referring to SMN 3083), who also discussed the jurisdictional functions of the king and his viziers in relation to the royal tribunal. Koschaker sees reference to a higher and royal court in H V 102; 103; H IX 6 and N V 497 (ZA XLIII 204). Liebesny also infers (ibid., 134) from N IV 328 that courts had jurisdiction only over those within a certain geographical area. In N IV 328 the judges did not sentence Shupahali since he did not live in mīt Arrapha (ll. 22 f.) but in ḫanigalbat (l. 14).

12 ZA XLIII 206; Liebesny, ibid., 139.

13 Koschaker notes that an interesting characteristic in Nuzi lawsuits is the free and effective use of the first person (OLZ XXXIV 225).

14 The Nuzian expression for lawsuit was dīnu and to press charges or bring suit was expressed either by dīna ħabatu (H V 5:17) or dīna epēšu (H V 103:14 f.; H IX 12:3 f.; PS 8:30, 31, 69). Cf. ḫī ῥāy in Ps. 9:5 and 140:13.

As Liebesny has pointed out (JAOS LIXI 130 f.) Nuzian courts records can be divided into two groups: records of trials and tāḫaṣibtu documents. Court records are distinctive enough due to their terminology. They possess no superscription but invariably
The formulaic expression for the opening of a suit was

\[ P(\text{plaintiff}) \overset{15}{\text{itti D(efendant)}}(\text{\textasciitilde{a}n\texttilde{u}m x})\overset{16}{\text{ina d\texttilde{u}ni ana pani daway\texttilde{u}ni Itel\texttilde{u}ma}}'P appeared with D in a lawsuit before the judges (regarding x).'

The parties thus presented in Nuzian cases were not restricted either as to sex, status in society or numbers; in fact a whole town, in the person of its representatives, could appear as a defendant (N IV 337). Surrogates also appeared frequently in Nuzian lawsuits and as such were usually so called though not always. Koschaker feels that principally this re-

begin Plaintiff itti Defendant ina d\texttilde{u}ni ana pani daway\texttilde{u}ni Itel\texttilde{u}ma

'Plaintiff with the defendant appeared before the judges in a lawsuit.' Occasionally though they will begin with umma or li\textit{\textasciitilde{n}nu} which were two initiating statements of legal declarations, (cf. Koschaker, OLZ XXXV 402; Lewy, Or I 5) i.e., a formal and legal statement whose contents was henceforth of official and legal stature or formed the record of some legal transaction. The second group of Nuzian court records, the \textit{ta\textasciitilde{b}siltu} documents, although begun like an ordinary case never record a decision but close with the expression \textit{tuppi ta\textasciitilde{b}siltu} 'promemoria' (OLZ XXXIV 225). These were possibly briefs of cases requiring future consideration (FL 29, n. 61).

\[15\] Sometimes called \textit{b\textasciitilde{l} d\textasciitilde{u}ni} (N V 102:7; 103:4) and yet in N IV 369:11 \textit{b\textasciitilde{l} d\textasciitilde{u}ni} clearly refers to the defendant so that resultanty it merely becomes a general expression for 'party of a lawsuit.'

\[16\] Not always included was a brief statement previewing the subject of the disputation.

\[17\] Cf. the discussion of Liebesny, ibid., 133 f. That slaves appeared in litigation is true but not always did Nuzian \textit{wardu} signify slave; see above, p. 90, n. 113).

\[18\] The term was \textit{p\textasciitilde{b}hu} 'substitute' and was usually found in the expression \textit{A k\textasciitilde{m}a p\textasciitilde{b}hu \textit{\textasciitilde{s}a B saparu} 'to send \textit{A} as representative of \textit{B}', i.e., 'to confer the power of attorney' (Koschaker, ZA XLIII 196 f. 201 f.; also Liebesny, ibid., 136 f. devotes some dis-

\[19\] Liebesny, ibid. Most interesting in this light is the case of N IV 333 (discussed by Koschaker, ZA XLIII 202) concern-

ing a certain tract of real estate where Shurkitilla, a son of
The case being officially opened before the court usually the first to speak is the plaintiff although at times the defendant speaks first. Nevertheless, regardless of whose testimony initiates the trial, as is needful, the other party is given opportunity to voice his viewpoint either voluntarily or by questioning from the bench. Thus introduced the trial proceeded to the consideration of evidence which came either by testimony on the part of the plaintiff or defendant or their witnesses.

20 ZA XLIII 201.

21 This is by far most frequently described as umma P whereas u p ana pani dayyanā kī'tam iqtabi is found occasionally (N IV 339; 344; 355; 362).

22 Expressed an umma D (e.g., N IV 327; 350) though more frequently ana/ina pani dayyanā lišānumu əa D iqtabi (N IV 372; 373; 378; 384; 392).

23 əd dayyanum PN ištālūm.

24 For an extended discussion of evidence in Nuzian legal procedure see Liebesny, JAOS LXI 130-142.

25 The ordinary witnesses in a Nuzian court case were termed šibūtu (N IV 326:6, 13), an expression whose Hurrian equivalent was apparently zillīkululu (N IV 347:5; 389:10; N VI 667:15, 31; so Gordon, BASOR LXIV 26; followed by Koschaker, OLZ XXXIX 156 and Speiser, P3, p. 110; contrast Lachman's unlikely 'cowherds,' JNES, VIII [1949], p. 55). However, frequently (N IV 321:42, 48; 336:15; 344:17; 355:17) another group of witnesses called mūdū oc-
played at times a vital part in legal procedures, e.g., N IV 321 shows the plaintiff for proof producing a document containing the testimony, and seals, of the inhabitants of nine towns. Evidence was also obtained through inspection by the court or court appointed individuals such as the manzadu ḫulu or mube ʾ Ô. Two further methods were present with Nuzian judges and those were the oath and the ordeal.

The oath by the gods as found in Nuzi was a legal device for removing the impasse that arose from conflicting testimonies on the part of the plaintiff and defendant. Inevitably it was court-ordered and court-directed for the official court deputies (manzadu ḫlu) accompanied the defendant—since it was usually the defendant who was to swear the oath—to the temple to act as witnesses of the oath. Invariably the party who was to swear the oath declined (ašar ila ni târu or perhaps better adâru [PS, p.]

...cur in suits dealing with real estate. These mûdû (G participle of idû 'to know,' GAG § 56 d) may perhaps be considered 'material witnesses' but limited only to situations concerning real property (cf. Gordon, DNT 19). Koschaker (OLZ XXXIX 155) suggested that perhaps the Hurrian term mazunu (N IV 333:49, 72, 75; 342:18, 24, 32)—referring to ortskundige persons having information concerning the legal relationship of real estate (NKRA 68, n. 5)—was the Hurrian equivalent of Akk. mûdû. On the nature of the witnesses called nādinânu and mûselû see above, p. 39, n. 56. For a discussion of witnesses in Nuzian legal procedures see Liebesny, ibid., 132 f.

26 Liebesny, ibid., 140.
27 See above, p. 162.
28 Ilâni nasû; see above, p. 77, n. 74.
29 For its legal significance cf. Liebesny, ibid., 134-137. See also Draffkorn, JBL LXXVI 217.
30 Liebesny, ibid., 135, where he also notes N IV 337 a case in which the plaintiff took the oath.
31 Ibid., 133, 136.
91, n. 36]) although in N IV 347 and H V 47 it apparently was taken but the suit was still lost. It may be supposed that in a culture where—to the participants—the modern tendency of compartmentalizing life placing religion into a separate category would have been inconceivable, where religion was inseparably bound to, and the gods controlled every area of, life, in such an atmosphere it may be supposed that the psychological reaction of fear and awesomeness on the part of the participant would in general preclude the possibility of perjury. In effect, then, the oath was a type of ordeal.

Nuzian law, however, had its ordeal proper as can be seen from a number of cases. 32 The ordeal,—a water ordeal (ana ḫurṣan illakū 'they shall go to the Hurshan river')—like the situation concerning the oath, was due to a conflict of testimony but in the form of contradicting oaths. 33 Although the results of such a procedure are lacking, Liebesny suggested in light of Semitic parallels that the guilty party sank and the innocent floated. 34

On the basis, then, of the evidence or the results of the oath, if any, the judges reach a decision, pass judgment 35 and

32 H V 45; 50; H IX 7; H XIII 309; 422; N II 124; N IV 393; G 29; PS 75. And see Liebesny's discussion, ibid., 138 f.

33 The plaintiff will swear that the defendant has done something (ṣumma . . . 14) while the defendant will counter with the opposite oath "I swear I have not done so and so" (ṣumma . . . ).

34 Ibid., 139.

35 Liebesny (JAOS LXIII 141 f.) argues that Nuzian judges were not simply arbitrators as, e.g., was the case in OB, but passed enforceable judgments regardless of the recipients opinion or consent.

Interesting and perhaps unique in the records is H IX 12 where the judges acquit the defendant when the guilty party became known. The plaintiff, Hutiya, as Shilwateshub's surrogate, brought suit against Paya for wood stolen. It also happened that part of the stolen goods was siezed in Paya's possession at the
sentence 36 the guilty party.

If, at the close of the trial, a Nuzian was dissatisfied with the outcome he had recourse to either retrial 37 or appeal to a higher tribunal. 38 Liebesny, however, is of the opinion that appeal in the modern technical sense of the word can find little support. The procedure was more of a "redress against wrongs by appeal to the king or high officials." 39

city gate. Paya, the defendant, then, not only maintained that a certain Turarteshub had sold him the goods but produced witnesses to substantiate and confirm his testimony. Following Turarteshub's failure to take the oath of the gods the judges acquitted Paya (u dayyānū inā bērišunu īrtēgū ll. 35 f.) and sentenced Turarteshub to pay 33 wooden yokes (33 GIS.MES ni-i-ru l. 38) and one ox to Shilwateshub.

It might also be noted that in cases other than those concerned with real estate the repeated expression of sentencing (dayyānū A ana B ana x ittadāk 'the judges sentenced A to B for x') strongly suggests to Nuzian law the concept "crime"—an offence against society as a whole—was either unknown or supplanted by the decided consideration that the offence was a wrong against an individual, i.e., a tort. Thus, whatever payments the offender was to make were not so much fines paid to society or its representatives as they are damages due the offended individual. Cf. Or, V (1936), p. 306.

36 Nadū (lit. 'to throw') and cf. Koschaker, Ham. Stud. 201, n. 2 and ZA XLIII 207 f.

37 Dīna il-tā-nu (N IV 330:30); dīna iš-sa-nu (N IV 368:19). PS 71:27 has šinanumma ēpēšu 'to repeat.' The penalty for reopening a case was one handmaid (JAOS LXIII 131).

38 Nuzi had two expressions denoting 'appeal:' hānū/hēnū 'seek mercy, appeal from a previous ruling' (PS 7:20 and cf. PS, pp. 72, 117) and uṣṭeḫ(h)in (N IV 321:8; PS 71:2). This latter expression is most difficult. Koschaker (ZA LXIII 203) translates N IV 321:8 ana marri uṣṭeḫin 'sich vor dem König niedergeworfen habe.' Von Soden explains the form as a four-radical development (*ṣabbān) from gūkēnu 'sich niederenwerfen (GAG § 109, m and i) whereas Speiser (PS, p. 72) sees in it "... a blending of two distinct roots, viz., šabū or šabānu 'be low, prostrate' and hānānu 'be gracious, merciful.' "

39 JAOS LXIII 143.
Finally, as to the execution of sentences little can be said since the court records end with the statement of the sentence and a list of witnesses. It is possible that the manzadublu aided in enforcing sentences.  

Any consideration of possible legal relationship between Hebrew codes and Nuzian legal procedure must immediately call attention to the correspondence pointed out long ago by Gordon and more fully and more recently by Draffkorn. This correspondence deals with the equivalent of סנה in certain passages to the ilāni of Nuzi, especially as they function in the oath during court proceedings. In Ex. 21:6 and 22:7 f. the puzzling usage of סנה is most easily explained on the basis of a function akin to that of the ilāni of Nuzi. Since Ex. 21:6 deals more with domestic law 22:7 f. is more apropos here. In those suits where the truth of a particular situation was not evident—especially when conflicting claims or testimonies occurred—is the situation identical with that of Nuzi—then it became necessary to employ some effective method of obtaining sufficient information.

40 Above, p. 162 and n. 6.
41 JBL, LIV (1935) 139-144.
42 JBL, LXXVI (1957) 216-224.
43 Cf. Gordon, 139 f. and Draffkorn, 216, for various renderings.
44 Draffkorn, 217, points out that Nuzian ilāni function both in domestic and communal law. A like contention can also be made for Hebrew סנה she maintains. Thus as far as Hebrew is concerned in addition to the example of the "domestic" function already pointed out above (p. 73, n. 64) another example of this particular function (following Draffkorn, ibid., 223 f.) would be Ex. 21:6 where a slave's status could be altered from temporary to permanent, he could become a permanent addition to the family estate.
45 Above, p. 167; Draffkorn, 217.
upon which a decision could be based. This, like as with Nuzi, was affected by bringing the offender(s) 'to the gods' that the guilty through his fear of divine retribution might be made evident.

Furthermore, Draffkorn points out that these stipulations, coming as they do from the Covenant Code, are of great antiquity, certainly antedating the period of the judges. In addition, the age of these stipulations may perhaps be gauged by the form in which they occur. As Alt describes these laws of Exodus, vv. 6 f. of chapter 21 with its pattern, would fit his type called "casuistic" which he feels were borrowed from the Canaanites already in Palestine. Thus the further back in time these procedures can be traced the greater will be the possibility of Hurrian influence.

But lastly, though the form of these laws is opposed to the monotheistic outlook of the Hebrew Bible they were undoubtedly reinterpreted so as to harmonize with the prevalent religious tenets. Or as Draffkorn has worded it: "Thus the Code may conceivably have retained in such instances the formulation of its sources, but the specific application of the given provision would have been subject to change as Israelite society developed." In like

46 Gordon's contention that v. 7 and is the exact counterpart of Nuzian ina ilēni gorēbu is askew. Cf. above, p. 73, n. 64.

47 This translation is due not only to the definite article with but the plural verb as Draffkorn, 217, pointed out.


50 Ibid., 218.
manner could be explained the later translations of דָּרִים as 'judges.' Consequently, neither later translations, the state of the text nor the antiquity of the text present any serious obstacles in the path of correspondency for דָּרִים-ilāni.

It was pointed out above (p. 164) regarding the parties in Nuzian suits that a community itself could be held responsible for some offence within its confines that was traceable to no individual in particular. 51 Again it was Gordon who suggested 52 that such communal responsibility paralleled Deut. 21:1-7 although his particular reference was to N II 125, a case where the plaintiff, who apparently owned a house in the town of Furulliwe, swears that his house was robbed. 53 The townspeople of N II 125 likewise swear, only negatively, which results in a river ordeal (11. 23 f.). However, these Nuzian cases though demonstrating a form of communal responsibility show no direct parallel to the Deuteronomy passage which deals with homicide. And yet O'Callahan argues 54 from N IV 337 that if a town is held accountable for an animal slain, a fortiori, concern for a man must have been greater. Nevertheless, this still will not result in correspondency—although parallelism is not denied—in light of CH § 23 f., which Gordon himself

51 N II 143 is a brief declaration of the receipt of 10 shekels as recompense for a horse stolen in a certain town (cf. MPND 23). N IV 337 might be noted also for there the town of Hurasina Sehru is defendant in a suit over an ass apparently slain in its streets. The plaintiff maintained that the animal was slain with a knife (1. 19 ina patri hadumma ṭpuṣ, cf. 1. 8) and his testimony, evidently upheld by an oath by the gods (1. 32) and accepted by the judges results in a favorable decision to the extent of an identical animal to be given him by the defendant, the men of the town. (11. 25 f.).

52 RA, XXXIII (1936), pp. 1-6.

53 L. 3 ṭgallibu. For this meaning see Speiser, PS p. 66, n. on l. 42, and CAD, G, pp. 130-131.

54 CBQ, VI (1944), p. 404.
noted, for there a like accountability and concern for human life akin to that of Deut. 21:1-7 argues more for a common Semitic regulation which, in turn, may or may not have influenced Nuzian legal thought.

In conjunction with the above mentioned oath, which served as an ordeal in certain cases, one of the instances in which it was to be employed among the Hebrews was in dealing with robbery of goods entrusted to an individual for safekeeping (Ex. 22:6-8 [Eng. 7-9]). In such cases the penalty was a twofold restitution. Now, although Nuzi presents no such formal codification as is found in the Covenant Code, certain consistent procedures can be seen by a comparison of the case records which they have left behind. And some of these do display actions based upon apparently accepted customs which may approach a frame of mind similar to that of certain ordinances in the Covenant Code. Obviously theft in itself bears no merit for consideration and yet the case over theft of grain in N IV 386 does present several aspects which are not dissimilar to Ex. 22:6-8. It seems in N IV 386 that the plaintiff had made arrangements to give his granery (bît garîti) into the custody of the defendant, but having done so he discovered that the defendant had not only violated the seal on the upper story (bît ru-uk-[bu], l. 16) but also had actually broken into it. The defendant denies both charges and resultantly he is ordered

55 Ibid., 2.

56 An attempt at such a comparison was made by Gordon, Or, V (1936), pp. 305-330.

57 L. 8 ana gâti nadânû.

58 L. 11 kunukska ëpâ. The [i]-te-p]-ma of l. 12 must belong to l. 11.

59 Ll. 3 and 20 palašu 'breach, break into.' Cf. the Hebrew equivalent לַעֲעֹד and לַעֲעֹד in Ex. 22:1 and Job 24:16.
by the judges to swear an oath by the gods. Following his re-
fusal the court sentences him to refill the quota (muddu, 1. 42)
of grain for which the granery calls and he is also to pay two
oxen, two asses and twenty sheep to the plaintiff. Although the
defendant was not responsible for a twofold restitution such as
Ex. 22:6 and 8 require, the latter penalty of two oxen, two asses
and twenty sheep is very interesting in this light. The interest-
ing thing about it is that this penalty of 60 shekels is just
double the ceremonial payment of thirty shekels that follows some
offenses. Nevertheless, as suggestive as such a comparison
might be it by no means approaches the similarity, if not identity,
of CH § 120 where a trustee of another's grain is responsible
for a twofold restitution of any loss occurring.

Thus, though close correspondence is excluded as far as breach
of confidence is concerned, one cannot but wonder whether or not
faint traces of influence might be detected elsewhere in this
section of the Covenant Code, which could possibly originate in
Hurrian spheres. One such possibility, as Speiser has noted, is
found in the verses immediately following Ex. 22:6-8. In v.
9 if a man gives any type of livestock to his friend or neighbor

Theft due to breach of confidence also occurs in N IV 358
and H V 47 in both of which cases the defendants were sentenced
to pay two oxen, two asses and twenty sheep, i.e., 60 shekels, to
the plaintiffs. This may well indicate a customary penalty for
such offences (Gordon, ibid., 313).

Speiser, Or XXV 9 ff.

Contrast MA Laws C + G §§ 8 f.

As concerns restitution Ex. 22:12 calls for such when an
animal delivered to another is stolen. The Nuzian lawsuit des-
cribed above (pp. 132 f.) from AJSL XLVII 281-286 in part concerned
an imēri iš-tu gāti-ia īg-ša-ab-tu (1. 35) taken from the defend-
ant's possession. The subsequent sentence was 1 imēra ki-ma
imēri-šu ma-aš-šu 'one ass just like his (the plaintiff's) ass'
to be given to the plaintiff.

to keep and it dies or is injured (רמח וגדיר) then under certain conditions the trustee shall make restitution. In v. 13 if anyone borrows livestock from his neighbor and it is injured or dies (וגדיר ומח), then, again under certain conditions the borrower shall make restitution. Although these regulations are very similar to CH §§ 244-249 and 266 f. Speiser has shown that the significance of רמח in this section is more readily allied, if not identical, with the Nuzian sense of 'injure' for שֶבֶר than the strict sense of 'break.' Though perhaps complete certainty may not be achieved here, the possibility of extracultural influence must stand alongside that of inner and parallel development.

A further parallel, however of not too great significance, is Deut. 25:1-3 and PS 3:57-60. Deut. calls for the penalty of forty stripes in certain cases of disputes between individuals and similarly Taya of PS 3:57-60 complains of being seized and given forty stripes. It would seem unlikely that in PS 3 mere caprice governed the severity of the penalty and yet flogging as a penalty does occur in other Semitic codes as well as Deut. so that it is questionable, then, that any great significance should be attached to these two passages when the only pertinent identity is forty

64 Nuzian שֶבֶר 'injure' appears in several suits over animals: N IV 335:9, 19; 341:5, 7, 14; 349:6, 13. And concerning N IV 335:19 f., as Speiser says (ibid.) "... it-ti-ib-bi-ir-mi (for isteber-mi) š mi-it-mi (ll. 19-20) and the biblical שֶבֶר, Ex. 22:13, could scarcely be more complete." Also Draffkorn, ibid., 218.

65 As found in CH § 246, 248.

66 V. 3 נָבָע מִינָו

stripes—a penalty found also in MA laws. Is it possible that all three laws, the Hebraic, the Hurrian and the Assyrian, are somehow related?

However, further on Deut. 25 vv. 11 f. is obviously parallel to an Assyrian law to which Gordon has drawn attention while at the same time seeking to show that the lawsuit recorded in H V 43 dealt with an identical situation even to the point of a similar penalty. In this particular suit the plaintiff brings a charge of assault and battery, supported by witnesses, against the defendant, a woman, who in some way had injured his side.

CH 202 carries 60 stripes for striking an awtum and MA laws are replete with floggings anywhere from 20 on up to 100 stripes. Twice the penalty of 40 stripes occurs (A 18; N I).

 Schroeder, KAV I i:78-80:  šum-ma sinmištu i-na  ša-al-te ik-ka ša amēli ta-ša-te-e-pi I u-ba-an-ša i-na-ki-su 'If a woman, during a fight, injures the testicle of a man, they shall cut off one of her fingers.'

 JPOS, XV (1935), 29.


 Ll. 16 ff. a-ha-su ša Plaintiff i-na su-qī-im-ma qa-su-ma i-te-pu-ša à da-[m]a mu-us-su-r̂a Gordon (ibid., 32) translates: 'and in the street put her hand on the loin of P and blood was let.' L. 16's a-ha-su Gordon transliterates a-ha-su (ibid., 33) although "There is ample evidence to prove that s was pronounced s in ... Arrapha ... " (FL, p. 31, n. 23). He also intimates (p. 33) that abu here might mean 'genitals' but this suggestion may have been prompted by a desire to see a situation analogous to that of Deut. and the Assyrian law. That a circumlocution for 'genital organ' was not necessary at Nuzi cf. G 28:21 f. At any rate if abu here does have this meaning it would be the only such example in Nuzi. Aside from 'brother,' 'relatives' (JAOS XLVII 39) or 'fellow inhabitants' (G, p. 128), abu, in Nuzi, means either 'bank (of a ditch)' (N I 56:6) or 'arm' (of a person, H IX 10:10;
while he was fighting 73 a certain Arihaya who was perhaps the woman's husband. The defendant is then confronted with the plaintiff's charge and a directive from the bench to swear by the gods that the plaintiff's accusation was false. Her refusal being a tacit admission of guilt the judges sentence her to satisfy the ceremonial payment of 30 shekels of silver (reckoned as one ox, one ass and ten sheep, 11. 24 f.)74 to the plaintiff (11. 23-26).

But this case is unusual in that the court record does not end with the sentence. Two men are then sent by the judges to a certain Haishteshub who is the master of the slave to whom the defendant is married (11. 27-31). As to just what the unexpressed purpose of their mission was it becomes difficult to say since it must be surmised from the vexing answer of Haishteshub. Says the defendant's master: Defendant aš-ša-at wardi-ia ṣ- ba-nu (or ṣ ba-nu) ki-i i-ka-ša-du ṣ- pu-ur-su (11. 31-33). This Gordon renders 'the finger, since it reached (him) cut (it)'75 but Saarisalo, 'whether she shall be pardoned, decide!'76 The difficulty here of course is with :selected and its relationship to ba-nu. In Nuzi :selected is used several ways.77 First and foremost the overwhelming majority of occurrences show :selected standing alone and representing the con-


74 Above, n. 61.

75 Ibid., 33 f.

76 Saarisalo, ibid.

77 Cf. also Berkooz, 12 f.
junction \( \text{u} \). Secondly, there is a small list of personal names carrying \( \text{NUM} \) \(^{78}\) and finally there are several instances where it is an organic part of words other than personal names. \(^{79}\) Thus, though the greater probability lies in the direction of a conjunction it would not be unique were it part of \( \text{ba-nu} \) \(^{80}\) and the context seems to favor it.

Closely related to the problem of \( \text{}_{\text{A}} \) is pursa which could either be 'sever!' or, especially in a lawsuit, 'decide!' Yet Saarisalo's 'pardon' for kašādu \(^{81}\) —which is necessary for his rendering of 'decide!' —is very unlikely since the ordinary sense 'reach, capture' is satisfactory to the context. All in all, then, weighing all three together the rendering 'since (her) finger seized (him), cut (it) off!' \(^{82}\) cannot be too far astray. Furthermore, it gives a hint as to why a delegation from the court was sent to the defendant's master. She being his property and guilty of an offence calling for more drastic measures than the usual 30 shekel payment, his content seems necessary. \(^{83}\) At any rate he agrees. Perhaps also the gravity of her offence can be gauged by the severity of her punishment so that she may well have endeavored to

\(^{78}\) H V 2:1, 11, 18; 7:42; 77:3; 100:1, 7, 10; H IX 87:4; 103:2; 109:3, 27.

\(^{79}\) N II 127:16 ḫ-li-ma-gur 'he did not agree,' N II 214:38 ḫ-š-e-šl-wu 'they surveyed,' and N III 284:19 ḫ-li-ri-dā-ux 'he shall not force (?) him.'

\(^{80}\) Berkooz, 13 f., thought it uncertain.

\(^{81}\) Ibid.

\(^{82}\) Gordon, ibid., 32.

\(^{83}\) Cf. ibid., 32. PS 72 is a model suit when it comes to assault and battery and there the guilty party is sentenced to pay the plaintiff 30 shekels represented by one ox, one ass and ten sheep. Cf. also H V 52 another suit part of which was assault and battery and part of which was this ceremonial payment.
incapacitate the plaintiff with a groin injury. Although this may not be completely certain, in view of the same offence and similar penalties dealt with in a like fashion among the Assyrians and Hebrews, both of which cultures were in contact with the Hurrians at one time or another, some interinfluencing does, therefore, seem likely. Consequently, a striking legal parallel does emerge between the Hebrews and the Hurrians at this point, a parallel which might more accurately be described as a correspondence.

There is perhaps one other suit to which reference should be made if only because of the unusual legal or social relationships sustained by the defendant. PS 40 is a record of a lawsuit between one of Nuzi's prominent women, Tulpunnaya, and one Amar-sha-ili, a ha-BI-ru. In brief, Amar-sha-ili entered the services of Tulpunnaya as wardu (PS 40:4) but defaulted with the result of his being recommitted ana wardūti 'to servitude' (1. 13) on the acknowledgment of his default. There is some question, though, as to the exact sense of wardūtu, especially in view of the Nuzian ha-BI-ru texts when taken as a whole. Considered thusly, the ha-BI-ru documents show that these individuals entered the service of another (frequently Tehiptilla) of their own accord.

84 Generally speaking, for although the Tulpunnaya documents were found in Nuzi (PS pp. 75 ff.) in PS 21:17 Tulpunnaya is in Al Zissa but at times her transactions take place and her documents are written in the town of Temtena (PS 31:12; 28:14).

85 Moshe Greenberg's The ḫab/piru, (New Haven, 1955), is undoubtedly one of the best and most thorough, if not exhaustive, studies of the ha-BI-ru to date. The Nuzian ha-BI-ru were at first discussed by Chiera, AJSL, XLIX (1933), pp. 115-124, Speiser, AASOR XIII (1933) 37-46 and Lewy, HUCA, XIV (1939), pp. 587-623.

86 Well over half are Semites, and these from Mesopotamia (Greenberg, 68, nn. 36 and 69).

87 Ramānsu . . . ṣu(tē)rubu 'to cause one's self to enter' N V 463:2 ff.) or (ina) piṣu u (ina) līśēnū . . . ṣu(tē)rubu(ṣu)
was the length of their service limited specifically—they usually served until their patron died or they provided a substitute. This along with the presence at times of expressions very similar to those in adoptions, lends most credence to the explanation of these documents as labor contracts rather than self-enslavement agreements. Greenberg draws attention to arresting parallels in Roman practice and in Medieval feudalism where a free man would commend himself to a lord for provisioning and protection in return for lifetime service.

Viewed in this light the similarities between the Nuzian ha-BI-ru agreements and Ex. 21:2 ff. and Deut. 15:12 ff. are not as close as Lewy suggested. It is true that Pentateuchal law recognized a status of servitude midway between slavery and freedom,

' to cause one(self) to enter (by) one's (own) statement' (N V 447:1-6; 454:1-6) (Greenberg, 23).

88 The enigmatic date formulas in N V 455 may indicate the contrary (Lewy, HUCA XIV 608 ff.) but Greenberg, 67, n. 28 is convinced that such an inference may be valid only for N V 455.

89 Greenberg, 67.

90 N V 448:8-13; 465:5-8.

91 Such as ipru 'food ration,' lubuštu 'clothing'—the apparent necessity of such was no doubt the cause of the ha-BI-ru's servitude (ibid.)—and palšu 'to respect, serve' (N V 456:15). That N V 456 and its kindred texts should be associated with the ha-BI-ru texts although the individuals are not named as such, see ibid., 65 f.

92 Ibid., 67 f. But if the one entering the service of another should default this could result in inflicted blindness and bondage—being sold for a price (N V 452:5-9).

93 Greenberg, 67 f. n. 40.

94 HUCA XV (1940) 47-50 and followed by Kline, Westminster Theological Journal XIX 183 f.
a status necessitated by want. 95 But here likenesses cease. Regarding the Hebrew servant there was a definite limit to the period of his servitude for either at the end of six years or in the jubilee year he was permitted to leave without encumbrances. In the case of Ex. 21:4, however, had he been given a wife she must remain if he chooses to leave. Yet, he had the choice also (Ex.) 21:5 f., Deut. 15:16 f.) of remaining as a perpetual servant should he so desire. In all of this the closest connection with Nuzi seems to be that a man leaving the service of his benefactor may not take with him his wife acquired at the hand of his benefactor. 96 But the tenure of service of the Hebrew was definitely limited, though by choice it could be perpetual, whereas there is very little to indicate the ha-BI-ru served his master for a fixed number of years, in fact most evidence points to a lifetime of service unless provision is made for a substitute. 97 Furthermore, although both customs apparently arose from situations of near poverty the one is more feudal and restrictive whereas among the Hebrews it was to be only a temporary expedient or assist with the humanitarian purpose of financial recuperation. This is suggested by the fact that the benefactor was not only to be satisfied with six years of labor but was to be liberal in his gifts to his departing servant. 98 Perhaps, then, if these are not two ways of

95 Ex. 21:2 ff.; Lev. 25:39-54; Deut. 15:12 ff. Also for 'enter' and 'leave' (Ex. 21:3) and their equivalent to Nuzian erš-bu 'enter' and wašš 'leave' respectively, see Greenberg, 66, n. 23.

96 N V 610, although the loss here is a default penalty. Lewy makes reference (HUCA XV 54 f.) to N V 437 a daughter-in-lawship contract (see above, pp. 93 ff.,) in which the girl is to be made wife of a slave and never to leave the house of her master Tehiptilla. Lewy implies that a like prohibition would therefore adhere in a marriage with a ha-BI-ru.

97 Above, p. 179 and nn. 88f.

98 Deut. 15:13 f.
meeting the same problem there might be a remote possibility—since Ex. 21 shows other Hurrian traces—that here the early Hebrews were giving expression to a received practice whose ultimate origin was Hurrian and feudalistic. But with nothing more substantial a final equation must certainly be withheld at this juncture.

Coincident, then, are the results of a comparison, where possible, of Hebrew and Hurrian legal regulations and procedures with those stemming from the preceding considerations—the point of connection discernable is in the Pentateuch. Yet, at times, the pertinent sections of the Pentateuch are those whose antiquity antidates Moses and reaches back to an era when Hurrian influence enjoyed greater vitality.
CHAPTER V

Agriculture and Animal Husbandry

Following the procedure adopted in the foregoing discussions this modest sketch of Hurrian agricultural life is intended to serve only as a comparative background for the few biblical parallels which might be suggested.

Certainly it comes as no surprise that one of the outstanding characteristics of Arrapha-Nuzi and its environs was its agricultural pursuits. In fact the Nuzi documents cannot be read without their leaving a decided impression of the wealth of information—albeit not always as complete as might be desired—concerning rural and farm life. Already it has been pointed out that the Nuzian Hurrians were in a state of transition away from feudalism—a thought which in itself suggests that farming was still supplying a livelihood for the bulk of the people. Furthermore, no small number of texts are found which decidedly show that animal husbandry, too,—the shepherd, the cowherd—was given more than passing attention. And from the methods and customs of tillage and animal care thus emerging interesting associations can be made with the husbandry described in the Pentateuch.

I. Agriculture

The ubiquitous references to farming and related matters in Nuzi's records may, without too much difficulty, be gathered into several broad groupings that will permit at least a rough panorama of Nuzian agriculture. These may be termed 1) land, 2) labor, 3) buildings and 4) crops and considered respectively.

1 NKRA 54.

2 Above, p. 52, n. 1 and p. 136, n. 50.
A. Land

By far Nuzi's most prevalent expression for arable land was eqlu 'land.' Delimited portions of land lay in an ugaru 'fields' (N II 168:14; N III 297:15; PS 66:7), a misru 'section' or a dimtu 'district.' As was noted in connection with dimtu this variable expression could denote either 'manorhouse' or the surrounding 'district,' the 'manor' and, further, that "... such districts were organized and distinguished primarily for the purpose of feudal service and taxes. In other words they were government districts." Nevertheless, this feudal arrangement did not prevent the growth in private ownership of eqlati as the abundant real estate sales demonstrate.

Frequent mention is also made of a kirû 'grove, orchard' (N I 26:6; N III 297:9; G 26:4; H IX 144:9). Eqlu in N II 101:3 is modified by a-wi-i-ru which Koschaker speculated to be 'inherited (?) fields' (OLZ XXXIV 400). IH 19 f. has 'field.'

3 A.ŠA = eqlu was primarily measured by the imēr (see above, p. 66, n. 40) which could be divided into 10 awēharu (GŠ APIN). Cf. MPND 12 f. and NRET 13. And an awēharu was divisible into sections each of which was termed a kūmānu (N I 89:5; N IV 365:5). And the kūmānu in turn had subdivisions called ḫararnu (NRET 23). The precise dements of a kūmānu or a ḫararnu are not clear although Oppenheim, AFO XI 239 felt that a kūmānu was perhaps one-half of an awēharu and that a ḫararnu was equivalent to a kūmānu. Contrast Steele NRET 23.

Several parcels of eqlu could be indefinitely termed ašlu 'tract, strip' (N I 26:6; N III 297:9; G 26:4; H IX 144:9).

Eqlu in N II 101:3 is modified by a-wi-i-ru which Koschaker speculated to be 'inherited (?) fields' (OLZ XXXIV 400). IH 19 f. has 'field.'

4 See above, p. 137, n. 52.
5 Above, p. 52, n. 1.
6 PS, p. 66.
7 GŠ SAR. These were anywhere from three to forty times more expensive than eqlu, NRET 42. Like as with the eqlu, so, too, with the kirû the imēr and awēharu divisions were applicable. At times the groves that were sold and measured by cubits (ammatu) were long segments of land (N I 42 = 63 x 4; N I 76 = 110 x 20; N II 169 = 60 x 3) which would easily yield 'strip' for the niksu ('cut') of N I 42:5 a cubital area of kirû of 63 x 4.
76 specifically refers to the trees\(^8\) or 'garden.' Especially in H IX 32 does kiru refer to a garden in spite of the determinative GIS for the crop of this particular kiru is stated therein to have been waru 'greens.' The kiru of N III 281 is interestingly located ina ašrānumma ina usallimma ina kinnat tilli ina elēn\(^9\) GIS kiru ša PN (ll. 14-16) 'there in the marsh at the depression of the tell, east of the kiru-land of PN.' Also a kiru—and buildings (N III 265:17)—could be surrounded by a ḫubballu 'fence' (CAD). H XIV 568 is a sale of a kiru whose 140 cubit perimeter (li-wi-is-su, 1. 8) was measured along the fence (CAD).

Already mentioned was kaška-land which may have been strips of land or its crop set apart from larger tracts for some specific purpose.\(^10\) Qaggaru 'land, ground' also seems to have had a rather specialized significance in Nuzi. Steele suggested that qaggaru-land, since it is always found with bitu when it occurs by itself, may refer to city lots or yards.\(^11\) Koschaker further defines it as 'unbuilt ground' or 'building lot, site.'\(^12\) Pahizzaru, another expression used with land, is not so much a peculiar type

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\(^8\) See Nuzi, D, 535 for a list of trees mentioned in the Nuzi documents. For date-palms at Nuzi see PS 1:46.

\(^9\) That elēnu 'above' signifies 'east' in Nuzi see G, p. 87 and PS, p. 84.

\(^10\) Above, p. 152 f.

\(^11\) NRET 30 where he also notes it to be more expensive than eqlu. Frequently qaggaru, and sometimes eqlu (N III 255:30; N I 19:5), is described as pašu (N II 101:4; H XIII 273:4, 21; cf. the translation—opposed by Koschaker, ZA XLVIII 184—of P, as 'uncultivated' PS, p. 108, n. 52). Another adjective of qaggaru is na-ak-ka₄-tu both of which combined Steele considers to mean 'meadow, shepherd land' (NRET 30, n. 74)—a meaning which seems strange since not only in H V 29 and N I 66 the land is located in towns but in H IX 21:6 in addition to being within a town it is associated with buildings. Gordon, Babylonica XVI 98 considers na-ak-ka₄-tu indefinitely as 'plot' (of land).

\(^12\) ZA XLVIII 182 ff.
of land as it is descriptive of land passing through certain economic transactions. Koschaker translated it 'exchange-gift' and suggested a possible Akkado-Hurrian etymology of puḫu 'exchange, substitute' + ar 'to give' (Hurrian). Puḫizzaru was not an expression limited to land however, it could also apply to grain (H IX 14; 16 and 47).

There are a number of other terms used in connection with land whose real significance (are some of them place names?) is obscure: ḫarme, kinuḫusṣi, ḫalahu, kabarrašta, kibirḫenasān, šinišši, be-ri-e, 13 ZA XLIII 197 and OLZ XXXIX 152 where he also suggests that the land was perhaps exchanged for usufruct.

14 N I 83:13 f. i-na il-ta-an-na harrāni a-šar ḫa-ar-me-e i-la-ku-ni '(land) north of the road (which) runs from ḫ.'

15 Gordon suggested in DNT 26 (# 92) that k. was a gloss of tillu in N III 253:10 (his address is N 524:12-13 ? ?); he compares N IV 406:9.

16 N I 83:7; N III 101:8; 206:7, 8; TCL IX 44:4, 9. NRET 23 says it "... probably refers to some specialized type of garden land." CAD relates ḫ. with ḫawalḫu. See below, n. 24.

17 N V 487:8 ff.: 2 imēr eqli i-na ta-wa-ar-wa a-šar ka₄-ba-ar-ra-aš-ta ana PN₂ iddin (SE) '(PN) gave PN₂ 2 imēr of land in the Tawarwa (district) at k. (?) '. On ta-wa-ar-wa see MPND 49.

18 N III 228:11-14: u PN 9 aweharu eqli ina tayari GAL ina ki-bi-ir-be-na-ša-an ... ana PN₂ ittadin 'And PN gave PN₂ 9 aweharu of land (measured by) the large tayaru-measure in k. (?) ... .'

19 N II 137:11-13: u PN 2 imēr eqlāti¹ ina Nuzima ina si-ni-iš-be ... ittadinmi 'And PN gave (me) 2 imēr of land in Nuzi in s. (?) '. N III 235:6-9: u PN ana PN₂ u PN₁ imēr [eqli] la ši-i-qa asar ši-ni-iš-hi it-ti-i-nu 'And PN gave 1 imēr of unirrigated land] asar š. to PN₂ and PN₃.

20 N II 204:12 f.: ina lit eqli be-ri-e ša PN '... bordering the B.-land (?) of PN. Gordon, Bab. XVI 53 makes this 'rich pasture.'
B. Labor

Various types of labors went into Nuzian farm land in an endeavor to facilitate the largest yield possible. Of prime importance, considering the climate, was an adequate supply of water. The two principal sources of water in Nuzi and its environs were rivers and wells. At least two rivers are named in the Nuzi documents, the Hurshan river and the Shuwah river, and frequent mention is made of wells, some of which were dug in kiru and lined with burnt bricks. The well in the field of N IV 403:13

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21 N II 153:7 f.: 2 ʾimēr eqli ina ʾu-ša-ša-wa-al-li '2 ʾimēr of land in Š. (?)' However, N II 180:7 f. might indicate that Š. was the name of a district: eqlatiš ina ʾupal [di]mti ʾu-ša-ša-wa-al-li 'land west of the district of Š.' For ʾupal 'below' meaning 'west' see G, p. 87.

22 Gordon, BASOR LXIV 26 on the basis of N IV 336:27, 33.

23 NRET 24.

24 See CAD sub ḫawalḥu and ḫalwum. N XIII 417:6. See ZA XLVIII 172 #2:15 for ḫalwumma ʾepšu and 178 f. for convincing remarks to the effect that ʾu. ʾepšu = 'to make an enclosure (of stones).'

25 See above, p. 167.

26 N III 270:7 f. Nahlu 'wady' is also found (N I 58:5; N II 104:11; N IV 399:6).


28 ḫerū, N II 213:13 and N V 474:12.

29 N II 160:10 f.: ina libbi GIS kirē būrtu (PU) a-ša-gur-ra ra-šī-ip 'in the middle of the grove (there is) a well lined (with) burnt bricks.'
was specifically called a \textsuperscript{P}U.MES A.MES 'well of water'—for apparently such cisterns could also be used for storage of grain\textsuperscript{30} and note also H XIII 240:23 f. with its naphar \textsuperscript{32} būrānī\textsuperscript{pl} i-ša-qā-ū\textsuperscript{in a libbi ḫāli '(making a) total of 32 wells giving water inside the city.' These wells were under the custody of a Lušaqū an 'irrigator' or 'water carrier.'

Water was parcelled out to the various plots of ground by a system of irrigation\textsuperscript{31} which was under the supervision of a gugallu 'irrigation officer.'\textsuperscript{32} At least five terms are used to refer to the channels which conveyed water to the farmers' ground: hirītu,\textsuperscript{33} iku,\textsuperscript{34} pattu,\textsuperscript{35} harru,\textsuperscript{36} and atappu\textsuperscript{37} (PA\textsubscript{5} in N I 98:7 and N V 526:

\textsuperscript{30} G 81:3 mentions barley ṣa bu-ri ṣa PN 'cistern-stored (?) barley belonging to PN.' So does PS 3:11 where Speiser queries "stored in the silo?" Cf. below, n. 64.

\textsuperscript{31} Ṣaqū 'to irrigate, water' H IX 32:5; PS 41:6. Naniya in N IV 390:41 is a ṣa-gu-ū, an 'irrigatee, water carrier' (cf. also H XIII 240). Perhaps H IX 104:17 is apropos with its KIN ṣa dIM 'work of the storm god' as Cross suggests, MPND 48, n. 114.

\textsuperscript{32} H IX 32:5; N IV 370:2; PS 41:6. The Harvard IX text concerns the watering of vegetable gardens and text 41 of PS is a suit, won by the plaintiff Tulpunnaya, over waters allotted to her by the irrigation officer but diverted and used by Killi for his own lands. Damages: one ox.

\textsuperscript{33} H V 59:10: \textit{l imēr eqli ina ṣapat hirīti '1 imēr of land at the edge of the ditch.'

\textsuperscript{34} N I 20:5 f.: bītāti ina libbi ḫāl Ulamme ašar īki (E.KI) ṣa be-el-lam-mi. 'houses inside the town of Ulamme on the ditch of Bellammi.' N IV 390:16 f.: eqlu ṣa ṣupal harrānī\textsuperscript{pl} ṣa dīmti Biršanni ina [tik]ī ṣa ikā\textsuperscript{pl} ṣa PN 'land west of the road of the Birshanni district at the neck of the ditch of PN.'

\textsuperscript{35} PS 41:6 f.: me\textsuperscript{pl} pattu Luš gugallu ana PN iiddin which Speiser translates 'Irrigation water the irrigation officer had assigned to PN.'

\textsuperscript{36} N I 98:6: \textit{ina ṣapat ḫarrī 'at the edge of the ditch/depression' the complete sentence (ll. 4–9), however, is very tantalizing: (land) ina ṣapat ḫarrī ma la(?) ṣu a ti i pa ta PA₅ MES ṣa me\textsuperscript{pl} -ṣu a-nā-ḥi
16 is ambiguous. Whether or not these represent several types of water courses, however, is a matter for conjecture. Undoubtedly there were major and minor irrigation ditches of varying types and undoubtedly there were technical terms for each but the information at hand in the texts will not permit a finely detailed description. However, that an atappu may have been one of the major channels could be inferred from the suit of N IV 370. Here an atappu, which must have been under the responsibility of one He-ir-ri since damages were exacted from him, had fallen into disrepair (galālu, l. 4). In fact it had become so bad that water had been cut off from the town of Nuzi whereupon Tarmitilla, the plaintiff, complains to the ṣarru who in turn authorizes Tarmitilla to have the irrigation official, via the herald (11. 10 f.), call out workers, perhaps those owing feudal service, for repairs.

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ikṣud PN kima zittišu ana PN₂ iddin (SE). N I 63:7 has land ina šapat ma-la(?)-šu; N II 214:8 has land ina līt ma-la-a-šu and N IV 399:6 has land south of the na-ah-li ma-la-šu. Does this mean that ma-la-šu was the name of a wady and that ṣarru in N I 98:6 is merely a synonym of najlu? CAD considers this occurrence of ṣarru in N I 98 to refer to a depression of ground.

37 This the most frequent, occurring e.g., in N I 56:6; N IV 370:4, 12, 15 et. al.

38 Cf. N IV 395:12 for the 'neck of an (irrigation) ditch' (tikki ša atappi). Was this narrow section of ditch for the purpose of regulating the flow of water?

39 Following a command for repairs is: u me₃l ina 3l N[uzi] i]illik 'so that water may flow (again) into the town of Nuzi.'

40 Not so much 'king' in Nuzi as a "high ranking official under [the] Mitannin overlord," (Speiser, Or XXV 7, n. 3; cf. Koschaker, ZA XLVIII 168).

41 The expression is kuruštumma epēšu 'to make repairs' (11. 5, 12, 17). Cf. kuruštae (below, p.) 'fattened' which is semantically and morphologically related.
If it can be safely implied that Nuzi's whole water supply or a
goodly portion of it was endangered by this faulty atappu then
the atappu should be considered one of the major water conveyors
in Arrapha-Nuzi's irrigation system.

As to the value of irrigated land: surprisingly enough the
market price for irrigated land (eglul šiqû) shows no appreciable
difference from that of unirrigated land (eglul la šiqû). 42

Turning, then, to ikkaru 'agricultural work' (N III 318:5;
PS 8:38) an approximate picture of Nuzian farm work can be pieced
together from the various procedures named and described in the
several texts. Those engaged in ikkarûtu were išyakku 'privileged
class of farmers' (H XIII 155; H XVI 134), awēl ikkarûti 'farmer'
(H XVI 428:2) and ikkaru also 'farmer' (H XIII 223:9; 413:6; cf.
H V 54:2; 66:32; H IX 4:4, 22 for inkaru). In addition PS 1:4-11
shows thirty feudal laborers (a-lik il-ki) engaged in the cult-
tivation (erēšu) of grains and the collection (pahāru) of wood
all of which was apparently done at the unjustifiable command of
Kushshiharbe, mayor of Nuzi. That Kushshiharbe's order may have
been out of place would not of course mean that an išlik ilki could
not be employed in farm work. Another general term for laborer
was mār šipri several of whom are found in H XIII 261 despatched
by the district officer or commandent (bažublu) with grain for
several towns. In H XIII 323:25 fifty qa of barley is dispensed
for the making of flour to awēlūti epēš šipratē 'workmen.' Again
concerning the term ikkaru at least one other meaning is ex ampled
by H V 54. This text is a list of ikkaru of several towns, Nuzi
included, who each were to deliver a certain number of men for
urāšu-work. 43 In this capacity, then, the ikkaru must have func-

42 NRET 40 f. and Table 3b.

43 Cf. the witness in JENu 456:34 who was an ikkaru of a cer-
tain place.
tioned as the principal agricultural agent of certain towns or localities and perhaps as such was a government appointee. Perhaps he also had charge of the nakantu 'storehouse' (H IX 29:18; 55:3) with all of its receipts, deposits and withdrawals (nasāru).

The first step in cultivation was plowing the land.

Most prevalent in the ditennatu documents is the expression mayaru 'plowed' which has reference to land worked with a plow of the same name. CAD considers mayaru an 'ordinary plow' in contradistinction to epinnu (GIŠ.APIN) 'seeder plow.' That seeder plows were not unknown in Nuzi is clear from H XIII 49:9 f. and 19 f. which concerns awēlūti ša epinni 'seeder plowmen.' And H XV 96:3 mentions twenty-nine GIŠ.APIN. Plows were drawn by oxen.

On the plowed land (mayaru) seed was sown next as is clear from JENu 921:10 f. and 18 f.: eqlu ma-a-ru e-te-ri-iš 'the plowed land I sowed.' Seeded land was eqlu ina zūri (N III 273:6) or eqlu itti NUMUN, Meš-šu-[nu] (N IV 328:26) 'land with (its) seed.' Land was worked with hoes (allu; TCL IX 1:9; and marru

44 In PS 8:40 erēšu is used in the general sense of cultivation: ina kalūme er-ri-iš 'all day I would till' (Speiser's rendering). Cf. also N IV 328:11 and N III 318:9 where either 'sow' or 'cultivate' are possible.

45 NKRA 131. Cf. also CH 88 43 f. That land was fertilized with manure is clear from PS 3:27 f.: zi-ib-lu Mes ša l imēr 5 awēhar eqlī 'manure (?) for one imēr (and) five awēhar of land' but nothing is said as to whether or not the land was fertilized before plowing.

46 Landsberger, AFO III 171.

47 Sub erēšu.

48 H XVI 427:9: 4 GUD.MES ik-ka-ra-tu 'four plow oxen.'

49 JAOS LV following p. 431.
according to Nuzi, D, 532) and at harvest time (ēbūru\textsuperscript{50}) sickles (\textit{niqallu}\textsuperscript{51}) were used to reap the standing crop.\textsuperscript{52} Reaping or harvesting (\textit{e巴萨}du\textsuperscript{53}) was done by ṭṣidū 'harvestors' able men who could be hired\textsuperscript{54} for just such work. A man employed in a kirū was a nukaribbu (\textit{NU.GI.S.SAR}), though he was not necessarily so called (cf. H IX 28), and if it were an orchard of fruit trees in which he worked these were harvested by 'picking, plucking' (gatāpu).\textsuperscript{55}

The standing crop (called gaqqadu 'head' in N VI 625:7) of an eqlu was after reaping, termed iṣpiku 'produce, yield' (MPND 35) and per imēr the average yield—according to damage payments in suits—was one imēr of barley and one bale or bundle (ṣahirru) of straw (tibnu) per aweḥaru\textsuperscript{56} or ten imēr of barley and ten bales of straw per imēr.\textsuperscript{57} Upon harvesting the crop was loaded\textsuperscript{58} on

\footnotetext{50}{Most frequent are the references to harvest time in the numerous loan documents discussed above (cf. p. 144, n. 77 f.). According to Gordon-Lacheman, AO X 54 f. Nuzi's month of harvest was Ḥiari = April-May.}

\footnotetext{51}{Made of copper; see H IX 40.}

\footnotetext{52}{Specifically stated in H XIV 575:1 ff.: 30 niq-gal-la anēgēdi anēqāti PN ṣa ṣanāddu 'thirty sickles for harvesting were entrusted to PN.}

\footnotetext{53}{For galābu another Nuzi expression for harvesting see above, p. 147, n. 87. Note also H V 40:11 eḇūra epēšu 'to harvest.'}

\footnotetext{54}{N V 550 where ninety qa of barley was used to hire (\textit{ana ig-ri}, l. 3) Akkaya for the harvesting of three imēr of land. Cf. also N V 557; 558; N VI 636.}

\footnotetext{55}{H IX 141: rev. 10. The spelling gatāpu < gatāpu follows Geers, JNES IV 65 ff..}

\footnotetext{56}{N IV 369.}

\footnotetext{57}{Since (cf. above, n. 3) 10 aweḥaru = 1 imēr (N IV 379 and NRET 26).}

\footnotetext{58}{This must have been accomplished through some implement similar to a pitchfork which is the translation CAD gives to}
wagons,\textsuperscript{59} drawn perhaps either by a team of horses or a yoke of oxen,\textsuperscript{60} and taken to threshing floors or places\textsuperscript{61} for threshing (\textit{dâšu}; PS 88:11). Most likely this \textit{magrattu} 'threshing place' was a special plot of ground so dedicated, though not necessarily to be considered small in size.\textsuperscript{62} Sometimes they were fenced in;\textsuperscript{63} at times they had cisterns within them\textsuperscript{64} and apparently they were sometimes elevated (for utilization of better draughts in winnowing?) enough to necessitate a ramp (\textit{arammu}; H XIII 417:6).

Following the threshing, then, at least one further operation

\textsuperscript{59} In CT II 21 three men were paid 6 im\textit{ēr} of barley for reaping and transporting a crop from three im\textit{ēr} of land to a threshing place. Certainly a \textit{sūmbu} (\textit{GIS.MAR.GID.DA}) 'cart' or \textit{narkabtu} 'wagon' was used here. (Cf. MPND 56 and 'four wheeler' for \textit{narkabtu du-um-na-du}; also note H XV 55:4 and 1 \textit{GIS.GIGIR ru-bu-i-du} 'four wheeler').

\textsuperscript{60} In Nuzi \textit{gimmittu} is used either as 'harness' (H XIII 276:1; \textit{kūspapbu} is also 'harness' in Nuzi according to Speiser, PS 1:28) or 'yoke' (PS 1:27; H XV 96:1). Also \textit{nîru} is 'yoke' (H IX 8:9; 12:38).

\textsuperscript{61} Magrattu, the meaning of which was established in FL 53, n. 35. See also PS 3:20 for \textit{maškanu} 'threshing floor'.

\textsuperscript{62} It could encompass several \textit{aawbaru}; see Purves, JNES IV 81, n. 59 who refers to JENu 734 and H XIII 417:8.

\textsuperscript{63} H XII 363:62 ff. uses \textit{hubballu} 'fence' (CAD) and 11. 78 ff. use \textit{hawalbu} (see above, n. 24); 417:6 uses \textit{halwul} 'borderwall' (above, p. 186 and n. 24).

\textsuperscript{64} N II 213:12 ff.: \textit{h} bu-\textit{ur-tu₄} ina libbi magratti \textit{kē-ra-at ina si-ri-ti₄} ina šupal bītāti kuppāti PN 'and (there is) a cistern dug within the threshing place in the upper part below the kuppāti-buildings of PN.' This particular magrattu measured šu-[ši?] ina ammati mūrakšunu šu-[ši?] ina ammati ru[pu]ssunu 'sixty (?) cubits wide (and) sixty (?) cubits long.'
was grinding (šēnu) whose product of flour was essential for the Lú.MEŠ šēpu 'bakers' of H XVI 383:7.

It should also be noted in connection with the harvesting of the crop that no strict care was taken so as to completely strip the field of its grain for PS 76 not only shows gleaning (laqātu) possible but permissible. Unfortunately it so happened in this case of PS 76 that Shehateshub's domestic help (niš bitāti, l. 4 'personnel of the house') violated their privilege by stealing other grain.

C. Buildings

Nuzian produce and grains were stored (šapāku; PS 3:14) in a variety of buildings, some public and some private. Perhaps the most frequently mentioned structure was the bit qariṭi 'granary.' This undoubtedly was a privately owned building used principally for the storage of grain. The lawsuit of N IV 386 enables several other observations concerning granaries for there a two-storied building was leased or entrusted (ana qāti nadānu) to the defendant. Apparently he was to have use of the first floor for storage or perhaps he was given custody of the building for a certain period of time. At any rate the owner had deposited his grain in the second story and had sealed it only to discover

65 H XIII 66:1 ff.: 5 imēr šE.MEŠ ana te-e-ni ana FN nadnu '5 imēr of barley were entrusted to FN for grinding.'

66 Zi. DA 'gēmu' G 60:11; H XIII 323:25; 347:51; NIG.HAR.RA 'fine flour' is mentioned in H IX 127:2. Cf. MPND 34.

67 H IX 108; H XVI 73; N IV 381; 386.

68 The expression is bit ru-uk-bu 'upper, second story,' (l. 16).

69 L. 11 indicates, with its kunukku '(cylinder) seal (impression),' that a daub of clay with one's seal impression on it was an accepted method of "locking" one's door. Were the seal broken without proper authority or permission tresspassing would result.
later that the defendant had not only been guilty of tresspassing (kunukka hepu, l. 11) by breaking the seal but also of pilfering. The defendant is then sentenced to fill the quota (muđdu, l. 42) of the granary and to pay double the ceremonial payment. Thus granaries, sometimes of two stories, could be leased and "locked" with one's seal so as to prevent unlawful entry.

Another type of building that finds frequent mention is the bit kuppài. Although the precise significance of bit kuppài is evasive it probably represents some type of farm building since frequently it is listed along with threshing floors and other farm buildings.

Already bûru 'cistern' has been referred to as a possible storage place for grain in fact at times they were conveniently dug within the bounds of a threshing floor.

Another privately owned farm building was the bit tibišši 'straw barn' (N IV 342:28).

The public storehouse at Nuzi was the nakamtu (H IX 29:18; 55:3; H XIII 152).

70 Above, p. 173.

71 H XIII 363; N II 146; 194; 213; et.al.

72 As it is in H XIII 363. Cf. also NRET 21. For iršūti in the sense of 'farm' in 'farm buildings' cf. H V 68:22 and FL p. 16.

73 Above, p. 187.

74 Above, p. 192.

75 From which extensive dispersements (nadānu) and withdrawals (nāšaru) of a variety of goods were made—some in the form of grain rations (ipru; cf. e.g., H XIII 33) distributed to a great variety of personnel.
D. Crops

Nuzian produce received its first treatment by Cross (MPND 32-38) to which could be added now more detailed information from the then unpublished public documents and records of H XIII–H XVI. From even a quick glance at the crops produced in Nuzi it can be seen that še'nu 'barley' was not only the principal grain but the principal crop—it was even used as currency.\(^{76}\) Several varieties of barley were raised (N IV 390, anzannu; H XIII 111:12, buqlu and sometimes barley is qualified by a very difficult or unknown expression such as kaška (H IX 67); ampaša (H IX 89; 127); šel-lintanni (H XIV 531); ša tab-re-e (H VI 93; 108) or galburbu (H XVI 143). Šu-ku-nu is 'impost barley.'\(^{77}\) Among other things barley was used for galteniwaš "a preparation of cereals" (CAD, H IX 44:66; H XIII 122; 489; H XVI 46), for pappasu 'mush (?)' (H XVI 20), for ḫ/pappiru 'malt' (H XIII 412) and gayatu a food that uses barley (= CAD ad loc.; H XIV 141:4; H XVI 448).

Specifically barley (and the other grains) was measured by the imēr or the qa, one hundred of which made an imēr (MPND 14 f.), and unspecifically by such expressions as ipru 'rations' or muddu 'quota.'\(^{78}\)

Barley was extensively loaned both by individuals and the government (see above, p. 142, n. 72).

Other grains that find occasional mention are wheat (kibtu; H V 107; H XIII 405), emmer (kunišu; H IX 124; N II 131; N IV 345; H XVI 134) and millet (duḫnu; N I 61).

\(^{76}\) MPND 33-37.

\(^{77}\) G 82:34; and MPND 33.

\(^{78}\) H XVI 109:16 f. and 31 f. record barley quotas for the right and left wing of an army.
And, lastly, other types of produce mentioned or products from them are: warqū 'greens' (H IX 32), ẖallūrū 'chick peas' (PS 74:3; 14; H XIV 69:8), ẖajlu 'cress' (H XIV 69:8), kakkū 'lentils' (H XIV 69:8), kasānu 'caraway seed' (H XIII 353:1); kusibarratu 'coriander' (H XIII 353:2) samīdu 'oil' (H XIII 353:7) zibibānu (zibibianu) 'black cumin' (H XIII 353:8) and kasū 'oil' (H XIII 353:9), šamaššamu 'sesame oil' (PS 89:1, 3) and simply šammu 'oil' (H XIII 690 = PS 48; H XIII 799 = PS 49) of which there may have been several varieties since in H XIII 799 the oil rations to each deity listed were ellen 'pure' and τābu 'sweet.'

II. Animal Husbandry

An equally important part of Nuzian life and economy was the necessity for and care of domestic animals. The Nuzian's intensive, if not vital, interest in animal husbandry reflected in the growth of a technical vocabulary—whose extent was certainly larger than displayed in the accidence of usage of the present documents—permits at least an interest catching and at times a detailed glimpse into an industry which perhaps in Arrapha-Nuzi was second to none. Perhaps as convenient an approach as any would be to allow the various types of animals to form separate subjects for consideration so that these would be: 1) sheep and goats, 2) cattle, 3) ANŠE(.KUR.RA) and 4) others.

A. Sheep and Goats

Certainly the most ubiquitously mentioned of Nuzi's farm animals were sheep and goats which at times were lumped together under inclusive expressions like șēnu 'small cattle' (N IV 345:5 = Ș.E-UDU.HA)

79 This and the following are not meant to supplant MPND's lengthy discussion of domestic animals (pp. 16-32) which, as will be seen, proves a most fruitful source of information.
or LU.MES, literally 'sheep' but in H IX 54 it clearly refers to sheep and goats. In addition to the usual expression for male and female sheep (immeru and immertu respectively), a male could also be a puḫlētu 'uncastrated ram' (H IX 53:12) and a female could be referred to as a Ṝūtu  ša šartī 'wooly ewe' (Ps 8:36 and n. on p. 73), and frequently she is described by Ṛ.TU (= alittu) 'bearing'—a term applicable to other animals as well. The immature, whether male or female, was a kalūmu 'lamb' and sometimes a kalūmu ḫurāpu 'spring lamb.' As to goats (enza, male, enzu SAL, female) lalū was 'kid' and could also be modified by ḫurāpu 'spring.' Older goats were gizzu (MAṢ.U) 'two-year old' and daššu (MAṢ.DA) 'three-year old.'

These animals housed either in a pitqu 'enclosure' or perhaps a tarbašu, and pastured and cared for by shepherds, were

80 Landsberger, AFO X 154 followed by MPND 24, n. 29.

81 MPND 24 following Landsberger AFO III 164 ff. Other adjectives used with livestock are: damqu 'in good condition' and nasīqu 'choice' (MPND 16).

82 Landsberger, AFO X 158 f. and MPND 31.

83 N IV 343:3 and MPND 32.

84 N IV 404:6; SMN 2610:17. This 'yard' was large enough to have ḫurīzatī 'sheds' which at times sheltered sheep (H XVI 452:8) and goats (SMN [unpub.] 1066:14). Cf. CAD sub dimtu and ḫurīzu.

85 Shepherds find frequent mention in various documents under at least four expressions: ṛṣḫu, by far the most prevalent (H IX 26; 31; 143; H XIII 248; et. al.), mušu (Ps 6:16, and p. 71; H V 50:11), kuzallu (H XVI 81:26), and ṛīšu (H XVI 452:7; see CAD sub ḫurīzu). Gordon has questioned the za-du-ṛ-le of H IX 59:10 as to whether it signifies 'agent' or 'shepherd' (DNT 29).

Flocks (N V 525 reports that two shepherds had driven [ul-te-ri-bu, l. 3] a flock of 200 sheep from the town of Tursa into the town of Haputappa; H IX 153 shows a flock of or flocks totalling 1500 sheep) were pastured (ana mu-ru-ti; Ps 6:7 and p. 71, n. 7; cf. N II 124:16 i-ri-š-ma and H IX 31 ana ri-i-e) cer-
kept not only for their flesh and wool but also for their milk. Interest in sheep as a source of food was great enough so as not to allow for merely pasture fed sheep but some were given special attention and a diet of grain for the purpose of fattening. And it goes without saying that wool (šipatu; H IX 100:17) and goat hair (martu; H IX 101:19) were of prime importance.

Shearing time, as Cross has pointed out (MPND 27 f.), saw a clear cut distinction in treatment of sheep as over against goats—sheep were always plucked (baanu; H V 9; 18; H IX 51; 53; N II

mainly in rural areas (gešu 'country' [PS p. 118] or 'plain, steppes' [H V 52:7]) and on tabrū, if it signifies 'rich pasture' (N I 17:9; 87:5; N III 239:8; and Gordon, Bab. XVI 53). Nuzi's documents are replete with records of animals (not only sheep) entrusted or given into the custody (ina gāti nadānu) of a herder. And at the same time they are also filled with documents concerning quotas (muddu) of animals due or paid perhaps as taxes.

MPND 19 implies from present day practice that the reference to milk in PS 6:3 (where it was diluted with water) may well be goats milk.

G 58:5 refers to barley whose specific purpose was ana akāli zirqu ana UDU, H I, A, MES 'for feeding fodder for sheep.' The usual expression at Nuzi, for fattening of animals was kuruštae (H IX 50:10; N IV 372:4; H XIII 37 and cf. MPND 26 following Landsberger, AFO X 149). Records were kept of animals thus treated as H XIV 505 infers being a tuppā kuruštaena 'tablet of fattened (animals)’—with entire of both sheep and goats. Would uru-û (Nuzi, D, 540), ruqqu (H IX 29:3; Nuzi, D, 539) or URUDU pisannu (H XIII 70:4) refer to troughs for this feeding?

Gordon-Lacheman, AO X 55 following Goetze, AJSL LII 143 f. maintain this operation was done at harvest time.

Usually the documents refer to the number of times an animal was plucked: iltinnu 'once,' tertenutu 'twice' (H V 38:4). And H V 96:2 f. refers not only to an animals once plucked but ēnāniyanu nasu 'carrying the second (growth).’ H XIV 556:5-8 notes twelve sheep ı-na bu-qq-ı ni ı-še-ra-ba 'raised for plucking.'
Shorn or plucked wool was measured by the kuduktu 'bale' which Cross explains (MPND 48) as the "amount of wool obtained from plucking or shearing of a single animal." She also has demonstrated that sheep's wool was dyed before it was removed from the animal (MPND 25 ff.).

Little is said in the Nuzi documents about the breeding habits of sheep, however, N V 541 allows one brief glimpse. This text is the record of the loan of three šmar of barley of which the interest is set at one ewe, in good condition and twice plucked. However, being an ewe there is one condition appended and that is that if this particular sheep has been led to water (ana me šMÉS ú-ra-du, l. 10) then the debtor must return it with its lamb. Certainly there is a euphemism employed here that was well enough understood to become part of a legal document and therefore may have been common to the sheep industry. If this be true then the watering of sheep may have provided the most convenient of circumstances for natural (or induced) copulation—certainly the thought behind this expression. What else could be meant but that the lender requires that during the time of the loan should the ewe which is the interest due have become pregnant then her

Sarīpu. She argues that šime sarīpu (H IX 101) is 'dyed red' or perhaps 'marked with a dye' (MPND 26 and n. 38). Ibid. 48 ff. also discusses the various colors of wool at Nuzi (cf. above, p. 125, n. 20).

Two loan documents (H V 9; N II 128) featuring sheep apparently make the default penalty the breeding of the sheep and plucking them. N II 128:14 and ú-la-ad and w[a-]ak-nu is understandable with UDU.SAL, immertu, 'ewe' but H V 9:14 f. is more puzzling (unless SAL was omitted or overlooked) with immertu which ibaqqin 'they shall pluck' and ullad 'breed.'

Itti ka₄-[lu-m]a-su, l. 11. Almost invariably is kalūmu written ka₄-lu-mu at Nuzi: hence the restoration.
lamb is included in the interest.93

Another aspect in the care of sheep was, what appears to be, a system of permanent ear or facial markings. There are several texts94 dealing with cuttings or lacerations on the ears and face of sheep95 which are either records of injured animals or animals earmarked certainly for specific—although unknown—purposes. That the markings mentioned are about the face and especially the ears, that the texts are silent about specific injuries concerning animals96 and that ear marks have often proved to be a convenient method of distinguishing animals all point to a Nuzian system of earmarking animals undoubtedly for a very definite purpose.

Further attention must be called to one more aspect of Nuzi's sheep industry: its bookkeeping system as reclaimed by Oppenheim.97 Through a study of related texts in the Harvard volumes98 Oppenheim has been able to correct the initial impression of Starr99 concerning H XVI 449 which is an egg-shaped tablet with a list of sheep on the outside and had contained within it forty-eight pebbles—the number of sheep listed outside. At first it was conjectured that this was simply a mnemonic device for a simple and illiterate shepherd, however, Oppenheim has shown that this, and

93 Contrast MPND 29 with the unlikely suggestion of 'satisfying physical needs' for this expression. The alternate suggestion (ibid.), however, of 'giving birth' is more feasible.

94 H V 15; H XVI 252; 321; 327.

95 H V 15:11-28; H XVI 252:3-5; 321:9; 327:2-5.

96 Cf. above, pp. 173 f. on the indefinite šebara.


98 H XIII 280; 478; H XIV 505; 508; 556; 596; H XVI 249; 311; 315; 449.

99 Nuzi I, pp. 316 f.
the other texts mentioning stones in connection with animals, were more accurately a part of a simple but effective bookkeeping system in which a small stone represented an animal. An entry was made simply by depositing a stone (nadû ina abanâti) in the proper receptacle. Transferrence (šubalkutu) was made by taking a pebble from one receptacle and placing it in another and obviously removal (šûlû) from the books was accomplished merely by taking out a stone. Such a device as this along with the further aid of earmarking must have made possible not only accurate records but the ability to distinguish various animals slated for various purposes all of which certainly contributed to a remarkable degree of efficiency and economy.

B. Cattle

Second in importance to sheep and goats were cattle described as alpu (ox, 'GUD.NITA 'steer,' littu 'cow' and bûru 'young bull' (PS 86). These were kept in herds (sugullu) who were in charge of cowherds (raš alpi; H IX 11; N IV 341) and at times housed in sheds (BIT hurizati; H XVI 133 and cf. CAD) or stables (IRRU; N IV 335:8). Cattle were important as a source of meat (MIRU; N V 551:14) leather (MAAKU) and

100 See the more complete discussion in MPND 16-20.

101 For a recent discussion of this term see Held, JCS, XV (1961), pp. 11 f.

102 Contrast CAD's 'stake:' "GUD šarû ina libbi ir-ri PN it-tašîjuma u ultebbiršu u intû 'PN drove this cow away from the stake (it was tethered to) and caused it to become disabled, and it died.' It would be just as understandable and possible to see here: 'PN forced that ox into the stable, and injured it (so that) it died.'

103 The Lû urbarinni of N IV 326:8 was the official 'butcher' (IH 115) or 'cattle overseer' (Gordon, Or V 136 f.). See Oppenheim RHA XXVI 65 f.

104 Used widely in making armor.
power both in plowing (above, p. 190, n. 48) and drawing vehicles. Many terms applicable to sheep are likewise possible with cattle, e.g., damqu 'in good condition' or nasīqu 'choice.' Further, many of the terms referring to the age of cattle are Hurrian in origin; min(t)arpū 'two-year old,' kikarpū 'three-years old,' tumarpū 'four-years old.' Lastly as concerns price an ox was ordinarily worth 10 shekels of silver and was frequently used as a substitute for silver (MPND 18 ff.).

C. ANŠE(.KUR.RA)

Little need be said about the imāru (ANŠE) 'ass' or the šasu (ANŠE.KUR.RA) 'horse' other than to note the study of MPND 20-24 and the brief review of PS 98-100 by Speiser (PS, pp. 129 f.). The latter contains (p. 130) among other things such as various colors of horses and a substantial list of unknown Hurrians terms used in reference to horses, a conjecture as to the meaning of PS 98:8 f. ina abanāti ina nadū. However, Oppenheim's study in regards to stones and sheep would clarify the situation by suggesting that the same method of bookkeeping or recording was employed with horses also. This would result, then, in some such rendering as 'no entry has (yet) been made on the records' for the more literal 'no deposit has (yet) been made in the stones.'

Although at times horse flesh turns up in law suits as a

105 Cf. above, n. 60 for the expressions 'harness' and 'yoke' and n. 59 for terms for vehicles.

106 PS pp. 131 ff. which also indicates that -arpū stands for 'year.'

107 Above, p. 200, n. 97.

108 NV 334; 360.
delicacy (or necessity?) worth the risk of robbery, horses were used principally to supply power for wagons and especially war chariots. 109

D. Others

Brief reference may be made here to swine (šahû; H V 76:7; H XIII 78:2; PS 3:18; cf. also MPND 32), which were fattened (G 58:7 f.) certainly for food, and to shoats (kurkizannu; H V 76:8; N IV 397:11 110).

It may also be interestingly noted that Nuzi’s husbandry was not without poultry (iṣṣurātu ‘fow, poultry;’ H XIII 270; 301)—chickens (kurku) are specifically mentioned in N V 496:4 (cf. PS p. 87, n. 21)—or a poulterer (H V 55:9; PS 26:21), unless Luš- andû be considered ‘fowler.’

The biblical picture of course is not as detailed as this—its emphasis being otherwise—yet at places enough detail is available to afford at least a provisional comparison. Once, however, as can be mentioned again with agriculture, enough information seems to be on hand to permit even the suggestion of correspondency in the matter concerning kaška-land, 111 strips of land containing unharvested crops. And in conjunction with this type of land or custom, gleaning may be noted—if not associated. It was pointed out above (p. 193) that at Nuzi (PS 76) gleaning (laqatu) was clearly permissible which of course affords another close parallel with the Bible. 112 But, perhaps in addition,

109 N V 527; 533 refers to armor for horses.
110 An interesting suit in which a misappropriated shoat turns up as a prostitute’s fee.
111 Cf. above, pp. 158 f.
kaška-land and its crop may have been left purposefully for glean-
ing.

Passing reference—turning to animals—may be made to the short discussion above (p. 174) concerning a possible linguistic relationship between Nuzian "ēberu 'injure' and the biblical וְבָשׂוּ.

Conceivably more provocative, though no doubt the relationship is only slight, is a comparison of N V 541, discussed above, p. 199, and Gen. 30:38 f. which concerns Jacob's method of increasing his flocks. 113 The commentators are generally agreed as to what the theory was behind Jacob's method of providing an inducement to the natural habit of breeding while watering. 114 As to his method perhaps his rods were placed in rows forming aisles which forced a single file of sheep whose sexes could be conveniently alternated. At any rate it would seem likely that Jacob would have taken advantage of any situation that would have accelerated the breeding of his animals and it seemed that the most favorable time was while they waited to be watered—assuming that only a limited number could use the troughs available. Under such circumstances convenient placing of animals would produce the most effective results.

Comparing the Nuzian expression with Jacob's situation provides added impetus to the consideration of 'led to water' as an euphemism for 'become pregnant' or 'conceive.' Though comparison by no means secures enough qualitative similarities to suggest correspodendy there does seem little that could stand in the way of parallelism—both assuming or having reference to a natural

113 Dillman, Genesis, vol. II (Edinburgh, 1897), pp. 249 f., Lange, Genesis, (New York, 1868), p. 537 and Keil, Genesis, ad loc. agree that a belief is reflected here to the effect that the rods produced a stimulation that would affect the foetus.

114 Dillman, ibid., p. 249.

115 Dillman, ibid., considers נְמָר 'trenches' but notes (p. 234) in chp. 29:3 a reference to troughs by wells.
tendency of sheep—in fact it may well be that for once the tables are turned and the Bible provides the necessary supplementary information that aids in the understanding of this enigmatic expression of Nuzian animal husbandry.

Consequently, as seen before, wherever correspondency is evident or parallelism noteworthy the invariable point of contact with the ancient Hebrews was predominantly patriarchal or Pentateuchal. And, furthermore, the expectation, in view of the extrabiblical and biblical culture contacts of Hurrians and Hebrews, that some acculturative occurrences would be discernible socially and legally among the early Israelites and Hurrians has not been disappointed. In fact—without professing to have exhausted the possibilities of noting such occurrences—such an expectation has time and again been satisfied and that on occasion with surprising intimacy thanks to the nature of the correspondency. Resultantly the degree of success which this endeavor has been successful in achieving will be just so much more historical substantiation of patriarchal and Pentateuchal history wherever there is a possibility of its having been influenced by the Hurrians. This endeavor, of course, is no new achievement, but neither, it is hoped, is it one of mere repetition. There can be no doubt of Hebrew-Hurrian culture contacts and there are instances where there can be little hesitancy in accepting correspondency in the social and legal spheres of the two groups. That it can still be seen, however, in the written legacy which early Israel left behind is not only remarkable in itself but suggestive of a perhaps heretofore unrecognized degree of historical credibility that is gaining more and more adherents in the face of archaeology and related researches.

116 Cf. above, p. 50.

117 Cf. above, p. 21, n. 76.

118 Ibid.
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