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“IN ACCORDANCE WITH THE WORDS OF THE STELE”: EVIDENCE FOR OLD ASSYRIAN LEGISLATION

KLAAS R. VEENHOF*

INTRODUCTION

Ancient Mesopotamia is generally known as the country that produced the world's earliest law codes, written in cuneiform script. The oldest code, written in the Sumerian language, goes back to before 2000 B.C., while several others, written in Sumerian or Babylonian, date to the first centuries of the second millennium B.C. All of the codes, however, come from the southern part of the country. Consequently, Assyria, which is located in the north, thusfar has not yielded such a composition.

There is, however, indirect evidence of the existence of an Old Assyrian law code. A number of judicial records and letters, usually associated with official verdicts, refer to “the words of the stele.” The “stele” was an inscribed monument used for display or “publication” of official inscriptions, such as laws. Unfortunately, the few references of this type, although known for a long time, are not very clear and thus have been generally ignored. The deciphering of new Old Assyrian texts, excavated in central Turkey and preserved in the museum at Ankara, has substantially increased the number of such references. Their variety and occurrence in well-preserved, well-understood documents, allows us to form a much better idea of Old Assyrian law, although we still lack the text of the law code itself. This Article presents the old and new references to “the words of the stele” and analyzes their subject matter, formulation, and judicial function. Additionally, this Article compares what these references reveal about Old Assyrian law with contemporary evidence on law codes and legal rulings in Southern Mesopotamia.

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I. THE OLD ASSYRIAN PERIOD

Thusfar, the only tangible evidence of Assyrian legislation are the so-called Middle Assyrian Laws.¹ These laws have come down to us as a series of rather damaged cuneiform tablets, numbered A to O by modern editors.² At least the first three tablets are very large (we only have fragments of the others, so their size cannot yet be determined). For example, the best-preserved tablet, A, measures more than 20 by 30 centimeters, contains four columns of writing on each side, and totals more than 800 lines of script. This large, presumably incomplete corpus, considered a legal handbook by some scholars and a true code by others, lacks a prologue and epilogue, and hence cannot be associated with a particular king nor exactly dated. Only manuscript A is dated, by an Assyrian year eponym, and is now placed around 1175 B.C.³ This date suggests that the laws themselves (probably a compilation of material from the reigns of several kings) are somewhat older and may go back to the thirteenth and/or fourteenth centuries B.C., the time when the Middle Assyrian state established itself under a series of able kings.

The Old Assyrian period (twentieth to eighteenth centuries B.C.) thusfar has not yielded a collection of laws comparable to other collections known from several states of contemporary Babylonia, Isin (Lipit-Ishtar), Eshnunna (Dadusha), and Babylon (Hammurabi). Assur, before becoming an independent city-state around 2000 B.C., was a province of the empire of the Third Dynasty of Ur, the laws of whose first king, Urnammu, might have served as an example of legislation. The Old Assyrian city-state was prosperous and well-administered.⁴ From the hundreds of contracts and records of private

1. Some abbreviations: *AOATT*—K.R. Veenhof, *Aspects of Old Assyrian Trade and its Terminology* (Leiden 1972); *CAD*—*The Assyrian Dictionary of the Oriental Institute of the University of Chicago* (Chicago 1956); *DTCFD*—*Dil ve Tarih-Coğrafya Fakültesi Dergisi* (Ankara Üniversitesi); *EL*—G. Eisser & J. Lewy, *Die altassyrischen Rechtsurkunden vom Kültepe* (Mitteilungen der Vorderasiatisch-Aegyptischen Gesellschaft Band 30 und 35/3-4, Leipzig 1930, 1935); *LCMA*—Martha T. Roth, *Law Collections from Mesopotamia and Asia Minor* (Writings from the Ancient World vol. 6, Atlanta 1995); *OACC*—M. Trolle Larsen, *The Old Assyrian City-State and its Colonies* (Mesopotamia vol. 6, Copenhagen 1976). The abbreviations used for standard editions of cuneiform texts are those used and listed in the *CAD*. See the appendix at the end of this Article for an explanation of this citation form.

2. See *LCMA* at 153ff. Some new readings and interpretations are in H. Freydank, *Alt-orientalische Forschungen* 21 (1994) 203-11.

3. See H. Freydank, *Beiträge zur mittelassyrischen Chronologie und Geschichte* (Schriften zur Geschichte und Kultur des Alten Orients 21, Berlin 1991) 68, 73ff.

4. See *OACC* for an analysis.

summonses, arbitrations, testimonies, and verdicts,⁵ we know that judicial procedures and jurisprudence needed for solving the, at times rather complicated, conflicts between the members of its commercial class were well-developed. The highest judicial authority of Assur, the City Assembly (*ālum*), which acted in conjunction with the ruler, passed many verdicts, and its consultations and decisions might well have led to the promulgation of a body of legal rules for dealing with important issues frequently submitted to its judgement.

The Assyrians of this period did, in fact, formulate rules and lay down procedures, as records of the community of Old Assyrian traders in Anatolia, excavated in the commercial quarter (*kārum*) of the city of Kanesh, demonstrate. Among the thousands of tablets discovered in the Kanesh Colony are three fragments called “the Statutes of the Kanesh Colony.” Larsen, who has provided us with a detailed analysis of their contents, describes these fragments as “the rather pitiful remains of what must have constituted a corpus of rules governing the correct procedure of the assemblies of the Kanesh colony.”⁶ Moreover, the Assyrians also concluded treaties (sworn agreements) with the various Anatolian rulers in whose territory they traded, which stipulated the rights and duties of both parties as the legal framework for the overland trade.⁷

While the frequency of judicial activities might have called for a collection of legal rules, the scribal tradition and skills, together with the administrative experience, certainly would have enabled the Old Assyrians to draft laws. Yet, no code or legal handbook from that period has surfaced.

Our knowledge of law codes of ancient Mesopotamia is, to some extent, a matter of luck. The famous stele that contains the laws of Hammurabi was not excavated in Babylonia, but in a surprise discovery by the French in Susa (southwestern Iran), where it had been car-

5. See the older but still reliable edition in *EL*. For the typological analysis of part of the material, see K.R.Veenhof, *Private Summons and Arbitration among the Old Assyrian Traders*, in *Near Eastern Studies Dedicated to H.I.H. Prince Takahito Mikasa* (Bulletin of the Middle Eastern Culture Center in Japan 5, Wiesbaden 1991) 437-59.

6. See *OACC* 287-332; the second text has the title *tašimtum*, “(wise) rule.”

7. See P. Garelli, *Les Assyriens en Cappadoce* (Paris 1963) 321-61 (“les relations politiques entre Assyriens et indigènes d’Anatolie”). For a draft of a treaty text, see E. Bilgiç, “Ebla” in *Cappadocian Inscriptions*, in E. Akurgal et al. (eds.), *Hittite and other Anatolian and Near Eastern Studies in Honour of Sedat Alp* (Ankara 1992) 61-66 (the text mentions losses by Assyrians, bloodshed, the barring of Babylonian traders, the amounts of merchandise the local ruler will receive from every caravan, and his revenues when due to hostilities no caravan traffic was possible). See also the Old Assyrian treaty found at Tell Leilan (dated to ca. 1750 B.C.), published by Jesper Eidem, in D. Charpin & F. Joannès (eds.), *Marchands, diplomates et empereurs. Etudes sur la civilisation mésopotamienne offertes à Paul Garelli* (Paris 1991) 185-207.

ried off and buried by an Elamite conqueror of Babylonia in the twelfth century B.C. All other sources of laws, with the exception of a single fragment of a stone monument of Lipit-Ishtar of Isin, are clay tablets. Many tablets originate from Babylonian schools, where these "classic" texts were copied and studied. A few also may have been copies made for, and kept in, administrative centers for consultation.

No Assyrian stele, however, was discovered in Susa. The German excavators of Assur reached Old Assyrian levels only in certain parts of the upper city—the area with the palaces and temples—and discovered only a limited number of usually short royal inscriptions. Old Assyrian schools, which certainly existed, probably were located (as was the case in Babylonia) in the houses of expert scribes in the lower city, whose levels were not reached by the excavators. Nevertheless, if a collection of laws does exist, one would expect to have discovered a copy in the administrative center of the Old Assyrian network of trading colonies in Anatolia, the *kārum* office. Located in Kanesh, the *kārum* authorities met in the *kārum* office and administered justice close to the cella of the god Assur, where oaths were sworn. But, this building has not yet been discovered by the Turkish excavators of Kanesh. Overall, the lack of a collection of Old Assyrian laws, disappointing as it may be, is no more surprising than the absence of a list of year eponyms indispensable for public and private administration. There is, however, reason to remain hopeful, as excavations at Kanesh continue and archaeologists certainly will return to Assur in due time.

II. LAWS ON STELAE

Official "publication" of laws by kings, as the examples of Lipit-Ishtar's and Hammurabi's collections (columns XLVIII:9f. and XLIX:4 of the Code of Hammurabi) show and explicitly state, could be achieved by carving them into a stone monument. Usually a stele (Akkadian *narûm*, "inscribed stone") is used, and then erected, just like other royal inscriptions, for display. Thus, references to "the words of the stele" can be taken as proof of the existence of a "published" law code. While no references to, or quotations from, the stele with Hammurabi's laws are known, there are two references to texts of other Old Babylonian steles which themselves are unknown to us. First, a contract from Ur records the liability of a person hired for supervising the cultivation of a field, and states that "[f]or the shortfall which occurs one will treat him in accordance with the text of the

stele" (*kīma pī narīm*).⁸ The second reference is in, as of yet, an unpublished letter in Chicago, where a person is warned that "the wages for a hired worker are written on the stele."⁹

In light of these occurrences, two references to "the words of the stele" (*awāt naruāim*) in Old Assyrian texts arouse interest. In one reference, found in two closely related records, a plaintiff, in the course of a lawsuit, asks his opponent "to swear him with/by the three words of (variant: which are written on) the stele."¹⁰ Though royal steles, and those containing laws, usually end with a series of curses meant to protect the monument and to deter anyone who might wish to damage it, we have no example of a collection of laws formulating or prescribing a particular oath formula. Balkan and Landsberger, who edited this transcription, have suggested that this reference is to an inscription of King Irishum,¹¹ where the god Assur is described as "a reed swamp not to be traversed, terrain not to be trodden upon, canals not to be crossed" (lines 35-38). They assume that the rather independent second part of this inscription, (lines 26-74), which contains this passage and is devoted to matters such as establishing justice, preventing false testimony, and ensuring correct judicial procedures, had been copied from a stele. Balkan and Landsberger add that the stele would have been erected in the so-called "Step-Gate" (*mušlālum*) behind the temple of Assur,¹² near the chapel of the seven divine judges, whose names are enumerated in the inscription, where justice was administered. Proof for this view, however, is lacking, since the lines in question are not a real curse formula. If such a curse were contained in this inscription, it is more likely to be found in lines 39ff., where the terrible fate of a false witness is described as "[the demon] of the ruins will seize his mouth and hind-quarters, he will smash his head like a shattered pot, he will fall like a broken reed and water will flow from his mouth." Yet, this theory is hypothetical and we cannot prove that the reference is to Irishum's inscription, or that it indicates the existence of a stone monument inscribed with laws.

8. *Ur Excavation Texts* 5, no. 420; see *CAD* N/1, 365a, a, 1 (collated text).

9. A 3529:10; see *CAD* N/1, *loc. cit.*, and *LCMA* 6, for a full translation.

10. The texts are *EL* no.325 (VS 26, 112): 34f. (long variant) and *EL* no.326 (BIN 4, 114): 31f. // BIN 6, 211: 31f.; for "to swear" the verb *zakārum* is used.

11. B. Landsberger & K. Balkan, *Die Inschrift des assyrischen Königs Irišum gefunden in Kültepe* (1948), *Belleten* XIV (1950) 218-68, esp. 262c; for a recent edition of the inscription, see A.K. Grayson, *Assyrian Rulers of the Third and Second Millennia BC* (The Royal Inscriptions of Mesopotamia, Assyrian Periods 1, Toronto 1987) 20f.

12. This location results from a comparison of two unpublished texts, kt n/k 511:30 and n/k 1365:36 (courtesy C. Günbattı and S. Çeçen).

It is odd that, although letters and court records contain numerous mentions of judicial oaths sworn or demanded, the texts quoted in note ten, known for a long time, are still the only ones referring to the stele. It has been suggested that, in this court case, the plaintiff demanded from his opponent a very solemn and heavy oath to confirm or deny the plaintiff's claim of a large amount of silver paid by the latter as a guarantor. But, this case is not essentially different from many others where oaths were sworn. We could assume, however, that the scribe of the documents in question took great pains to record *verbatim* what the plaintiff said, while in all other judicial records the simple mention of the oath would have been deemed sufficient. This assumption would mean that all oaths in fact were sworn "by/with the three words of the stele" and that the three texts are our somewhat lucky evidence for this state of affairs. Nevertheless, without more evidence the issue cannot be decided.¹³

A. *Compound Interest and the Stele*

The second reference to "the words of the stele" deals with the issue of taking compound interest (*šibat šibtim*, "interest on interest"). One occurrence on the "second page" of a letter has been known since 1935. A second, in a damaged judicial record, was published in 1962.¹⁴ Yet, since their contents were not well-understood, they have received little attention. In 1947 H. Lewy concluded that "the cases in which compound interest could be charged were determined by law."¹⁵ Balkan and Landsberger also admit that the reference suggests the existence of a law stele which regulates the percentage of interest and compound interest, but they consider this evidence too weak a basis for assuming the existence of an "extensive law stele" and suggest an alternative of a moral exhortation (charge interest) "as honestly and brotherly as the stele teaches."¹⁶ This solution, however, is very unlikely in light of both old and new evidence.

A stipulation about (compound) interest in itself is not surprising, especially considering it was a commercial society. Rates of interest were of great economic and social relevance in Mesopotamia and they, along with prices and other rates, are dealt with in the law cor-

13. See for the oath in Old Assyrian, H. Hirsch, *Untersuchungen zur altassyrischen Religion* (Archiv für Orientforschung, Beiheft 13/14, Osnabrück 1972) 68ff.

14. VAT 11509 = VS 26,76:6f (*EL* II p.75 note c) and ICK 2,147:21'f.; both are listed in *CAD* N/1, 365a.

15. In a review article in *JAOS* 67 (1947) 305-10, where the method of computing compound interest was discussed.

16. *Loc. cit.* (note 11).

pora of Eshnunna (§ 18A), Babylon (§ t and u), and X (§ m).¹⁷ But stipulations about tariffs also occurred separately in royal decrees (*šimdat šarrim*), as the one to which § u of Hammurabi's laws may refer. An Akkadian inscription by the Elamite king Attahussu, from the Old Babylonian period, shows that he fashioned and erected on the market "a statue of justice, in order that the sungod would instruct him who did not know the just price."¹⁸ One of the two Old Babylonian references to a stipulation on a stele (note 9) in fact mentions a rate of the wages of a hired laborer. Hence, the Old Assyrian stipulation on compound interest, when interpreted as a rate regulation, is not necessarily proof of the existence of a complete law code. Instead, one could compare it to "interest in accordance with the stipulation of the *kārum*" (*šibtum kīma awāt kārim*), which is frequently mentioned in debtnotes, and clearly demonstrates that the *kārum* had fixed the interest to be charged among Assyrians by decree at thirty percent per year.

New occurrences, however, of this reference to a rule about compound interest, found in clear texts, leave no doubt as to its meaning and show that the law is not concerned about its rate or term.¹⁹ Occurring in a series of letters, the references are all addressed to the same trader, Mannu-ki-Assur (henceforth M.), are part of the very large archive "kt n/k" (some 2000 texts) excavated in 1962, and have been studied by my Turkish colleagues in Ankara, who have kindly allowed me the use of some of their data. All the letters deal with the payment of a debt of more than twenty pounds of silver to the "city-office" or "*līmum*-office" in Assur. Unable to pay it in full, M. is helped by his guarantor Dadaja (henceforth D.), who was obliged to pay in M.'s place. But, since D. himself did not have the silver available, he had to take out a loan to meet his obligation as guarantor. In the letters k/t nk 431 and k/t nk 515 (both courtesy C. Günbattı), M. is told: "You now have become indebted to D. for 8 pounds of silver." D. declared, "I am his guarantor, I will charge him, in accordance with the words of the stele interest and compound interest!" (431:12-17). Finally, k/t nk 515:7-16 complements the picture by stating that "D. called at the house of a moneylender for 8 pounds of silver for your

17. See *LCMA* at 38, 61, 97.

18. Published as *MDP* 28 no.3; see *AOATT* 353 with note 470.

19. This implies that it is still unknown when, in the case of a normal loan, the simple interest was added to the capital to be recapitalized. Mrs. H. Lewy (see above, note 15), on the basis of Old Babylonian mathematical texts, assumed this happened when interest and capital had become equal, which would normally be after three to five years. The situation in the Old Assyrian period needs a fresh investigation.

sake and paid it for your debt to the city-office." Next, D. appealed to the City: "City, my Lord! I have indeed been registered as guarantor of M. and I have now paid (his debt) to the *limum*(-office). Now give me a tablet (stating) that, wherever silver of M. is available I can go for it. Moreover, he will charge you compound interest."

Hence, the rule about compound interest stipulated the specific situation where a creditor was authorized to charge the interest: where a guarantor had to borrow money to meet his obligations, which turned him into a creditor (of the original debtor) and a debtor (of his moneylender) at the same time. In such situations, a creditor was allowed to charge the original debtor interest because he had paid for him, and compound interest because he himself had to pay it to his creditor. Two older references support this conclusion. In VS 26,76, the mention of compound interest is followed by the statement: "And the tablet recording my guarantee (which the original creditor kept) will become my tablet" (lines 8f.). Also, in ICK 2,147, three guarantors who had failed to make the brother of a (dead?) debtor pay them back, stated before witnesses: "Keep in mind that we talked to him, but that he refused to pay! We will now enter the house of a moneylender and borrow silver and the interest on it [at his expense], (satisfy the creditor) and get back our tablet (the contract whereby they had been registered as guarantors, kept by the creditor - K.R.V.) and he shall pay us interest and compound interest according to the words of the stele" (lines 17-23). Thus, guarantors here borrow "silver and the interest on it," to recover both the capital they had paid and the interest on it to which they were entitled.

Since all references known to me connect the rule of compound interest with payments by guarantors,²⁰ this connection seems to be the essence of the legal stipulation, although it is not impossible that the law mentioned other cases in which charging compound interest—a novel feature, not earlier attested to in ancient Mesopotamia—was authorized.

B. Rules for Paying Debts

Paying debts was of vital importance in the community of Old Assyrian traders. The term "debts" covers a variety of contractual financial obligations, and is not limited only to real loans taken out

20. See for the role of guarantors in Old Assyria, *EL* I 175-83, *CAD* Q under *qātātum* 3, *bēl qātātīm* and *ša qātātīm*, my remarks in *Jaarbericht Ex Oriente Lux* 28 (1983-84) with note 19, and P. Garelli in F. Rochberg-Halton, *Language, Literature and History. Philological and Historical Studies Presented to Erica Reiner* (AOS 67, New Haven 1987) 111f.

with a moneylender. Instead, “debts” covers the liability of paying for merchandise sold on credit, given in consignment, or entrusted to partners, representatives, and agents. Furthermore, it includes paying back capital, profit, and dividends to people who had invested in a trader’s capital (called *naruqqum*, “money-bag”), and meeting financial obligations to the Assyrian authorities in Assur or Kanesh, such as fees, taxes, excise and even fines. Most of the records of private summonses, arbitrations and lawsuits deal with problems connected with the payment of such debts. Thusfar, I have found two references to a rule on the stele in connection with the payment of debts.

1. Payment in Assur or in Anatolia

The first reference is a verdict by the City of Assur, which, as usual, was communicated to the authorities of *kārum* Kanesh by means of a formal letter, written by the ruler of the City, presumably acting as its chairman and chief executive officer.²¹ The letter reads after the address:

The City has passed the following verdict (line 8):

If anyone has given A. in Anatolia (lit. “the countryside”) a capital investment (*naruqqum*) or *ebuṭṭu* loans, he shall take it (or: it shall be taken) back, together with [his] (other) investors, by means of his witnesses in the City (line 14). If he has promised any silver in Anatolia, in accordance with the words of the stele, when it is confirmed by his witnesses, (18) he shall take it (or: it shall be taken) back only there (line 19b). Nobody shall touch the silver, it shall be brought together in the City.²²

The verdict distinguishes between two types of claims. On the one hand, there are those resulting from investments, either through taking a share in a trader’s capital,²³ or through granting him a special type of long term loan (presumably interest free and rewarded by a share in the profits).²⁴ On the other hand, there are claims resulting

21. The ruler in such letters uses his title *waklum*, “overseer,” “head (of the community).” See for his titles and his position in relation to the City, *OACC* 109-59.

22. Kt a/k 394, published by H. Sever in *DTCFD* 34 (1990) 258f.: Lines 5-22: *ālum dīnam idīnma ana A. 8 šumma ina eqlim 9 lū naruqqum lū ebuṭṭi 10 mamman iddin 11 qāde ummi-āni[šu]ma 12 ina šībīšu ina 13 ālim illaqqe 14 šumma kaspam ina eqlim 15 ēpul kīma 16 [a]wāt naruāim 17 iššībīšu ikuanma 18 ašrakamma kaspšu 19 illaqqe ana] kaspim 20 mamma[n lā] iṭahhe 21 ana ālim 22 ipahhuram.*

23. See for such investments, always rated in gold, M.T. Larsen, *Partnerships in the Old Assyrian Trade, Iraq* 39 (1977) 119-45.

24. See for this type of loan, *CAD* E 21, discussion. There are many new references which warrant a fresh analysis that will correct and supplement *CAD*. Such loans were recorded in written contracts, and they entail a share in the profits (kt n/k 1841). The text kt n/k 460 explicitly mentions *naruqqum* and *ebuṭṭum* as alternative ways of investing in the trade.

from commercial activities in Anatolia such as transactions engaging partners, representatives, or agents. The former claims have to be paid back in Assur, the latter must be settled in Anatolia. This distinction between Assur and Anatolia was vital for a trade whose goal it was to acquire silver and gold in Anatolia in exchange for tin and textiles imported from Assur. Due to transport costs and the difference between its exchange value in Anatolia and Mesopotamia, silver in Assur was much more valuable than in Anatolia. This important distinction is also made in a letter, where the writer, after discussing a settlement of accounts, concludes with the question: "Don't you know the rule ("words") of the City: Items of Anatolia shall only be collected in Anatolia, those of the City only in the City (of Assur)?"²⁵ But, this letter appears to contradict the ruling of our verdict, since only its second part agrees, stating that financial obligations assumed in Anatolia have to be settled there. The first part, which looks like an adaptation or extension, stipulates that capital investments not made in the City (as they usually were), but in Anatolia, also had to be settled in Assur. The rich evidence on *naruqqum*-investments shows that, not infrequently, successful traders living in Anatolia gave silver to a trader there on the condition that he would inscribe their name among his shareholders on the "*naruqqum*-tablet" in Assur.²⁶ Hence, the verdict goes beyond the "rule of the City" in looking not only at the place of origin of the transaction, but at its nature: capital investments by nature have to be settled in Assur, where the contracts recording the foundation of, and investment in, a *naruqqum* were kept.

Our verdict adds that settlements concerning investments—which usually were long term—should take place in Assur "together with (all) the investors" (line 11), at the same time, to ensure a fair division of all assets among all partners. For this purpose, as the last lines state, all assets (silver) shall be brought together in Assur; nobody is allowed to touch (lit. "to approach") any silver before the final, general settlement, as some other verdicts state.

This last stipulation parallels several other texts which deal with the liquidation of a firm or household after its head, a trader, has died. A trader's death usually prompted his relatives, partners, creditors, and investors to try to recover the money to which they were con-

25. L 29-571, edited by W.C. Gwaltney, *The Pennsylvania Old Assyrian Texts* (HUCA Suppl. no.3, Cincinnati 1983) no.16: 34-37: *awāt ālim lā tīdē: ša eqlim ina eqlimma illaqqe ša ālim ina ālimma illaqqe.*

26. See Larsen, *op. cit.* (note 23).

vinced they were entitled. The authorities apparently had ruled that all such individual, uncoordinated actions were forbidden and that a general settlement of accounts had to take place in Assur itself, where all debts and assets could be balanced. We know this rule from several judicial records and letters, which use almost the same words as our verdict: "Nobody, either in Assur or in Anatolia, shall touch anything, all his silver shall be brought together in Assur."²⁷ Several other texts add that "[w]hoever has taken anything shall give it back, he who does not give it back, shall be considered a thief (or: it shall be taken away from) him."²⁸ But none of the occurrences of these rules refer back to the stele as its source. Thus, what can we derive from our verdict?

The words "in accordance with the words of the stele" only appear in line 15, in the middle of the second alternative and therefore do not seem to cover lines 6-13. Was this because this first verdict was an extension of an existing rule? It is important to note that this "new" verdict closely parallels the second part in syntactic structure and wording ("if . . . by means of his witnesses it shall be taken")²⁹ and convinces by the obvious analogy. New rules could be derived from and patterned after existing ones.

The next question is whether the reference to the stele covers all of the second part (lines 14-22). The scribe inserts the reference to the stele only after presenting the case (*šumma* . . . *ēpul*) and this order suggests that it is only the verdict, in a narrow sense, which is based on the stele (lines 17ff.). The second part of the ruling contains three elements: 1) the necessity of proof by testimony; 2) obligations assumed in Anatolia have to be paid there; 3) all assets of a (dead?) trader have to come to Assur before anybody receives anything. Most likely, element 3 was part of customary law, due to its remarkable, concise formulation which shows almost no variation. But, I hesitate to consider element 3 as a rule inscribed on the stele based solely on the evidence of our verdict. While elements 1 and 2 immediately follow the reference to the stele and form a logical unit (linked by the enclitic *-ma*), element 3 follows as a new, unconnected sentence.

27. *TCL* 14, 2l:8-10; cf. J.G. Dercksen, *Bibliotheca Orientalis* 49 (1992) 794.

28. See the references in *CAD* Š/2, 56, 4, a. The verb used is *šarāqum*, "to steal," and the uncertainty in the translation is because the pronominal suffix is in the dative (*iššarriqšum*), for which I favor the first translation: unauthorized individual actions are considered theft.

29. The omission of "when it is confirmed" (*ikuanma*) in line 12 is accidental, or for the sake of brevity. Its occurrence in line 17 supports the view that this is a quote from the stele that could not be abbreviated.

My conclusion is that the reference to the stele covers elements 1 and 2. It imposes the necessity of proof by witnesses before claims can be realized with a reference to the existing laws. This necessity is also stated, again with reference to the stele, in my second reference, thereby showing the importance attached to it. The necessity of proof in legal cases, however, appears so obvious that stressing it by referring to the law seems odd. The Mesopotamian laws we know do not contain abstract rules such as "any financial claim has to be proven by testimony." Instead, they present such conditions in the framework of concrete examples, as the first paragraphs of Hammurabi's laws show. The necessity of proof (oral or written) usually is stressed in particular situations, such as in commercial transactions, as §§ 104-106 of the same laws reveal. Therefore, I consider it likely that the rules inscribed on the Assyrian stele laid down the condition of proof by witnesses for specific cases where it was essential. Our verdict, and the one to be discussed presently, probably were such cases because the debtor, from what it appears, had died. Furthermore, the death of a trader who was engaged in a variety of transactions always created legal problems, because, however carefully they secured oral or written proof, there were always dealings with relatives, partners and friends, which by nature were oral or had not yet been formalized by contract. Many letters and records acquaint us with the problems caused by such deaths and show that oral testimony was needed to recover the truth. We read that sons, who had to answer for their fathers' liabilities, at times were badly informed and had to confess: "I am the son of a dead man, I don't know . . ." ³⁰ In such situations, the necessity of witnesses was obvious and was stressed. The written law, indeed, may have contained rules for dealing with the affairs of a dead trader and the liquidation of his firm. The fact that all actions mentioned in our verdict that were to be accounted for had taken place in Anatolia may have added to the problems. The nature of the loan, called *ebuṭṭum*, may well have made oral testimony important, much like the action mentioned in line 15, designated by the verb *apālum*. Its basic meaning is not simply "to pay," but "to answer (for)." In a commercial context, this frequently means to accept responsibility for, to promise or guarantee a delivery or payment which still has to be

30. See, e.g., the study by L. Matouš, *Der Streit um den Nachlass des Puzur-Aššur*, *Archiv Orientalní* 37 (1969) 156-80 (we now can add four more texts to the file); J.G. Dercksen, *loc. cit.* (note 27); C. Michel, *Le décès d'un contractant*, *Revue d'Assyriologie* 86 (1982) 113-19; *CAD M/2*, 140b, a, 1, for some occurrences of "I am the son of a dead man."

effectuated for, or on behalf of, somebody else.³¹ It is not surprising that the financial consequences of such actions by a trader in Anatolia who had died needed confirmation by witnesses.

The way the condition of confirmation by witnesses is formulated also may hint at its legal character. The rule uses an impersonal, intransitive form of the verb *kuānum*, meaning “to become firm, proven, confirmed,” which is rare. The CAD does not list Old Assyrian examples and only quotes a few Old Babylonian cases, with “the matter, the case” as subject.³² The verb *kuānum* also occurs in an official letter of a *kārum* (kt 91/k 219), dealing with an indebted trader. Lines 12f. read: “When it is confirmed (*likūnma*) by [his records] and/or his witnesses he will collect his silver.” This statement strongly reminds us of the formulation on the stele. The use of such impersonal forms, which focus not on the creditor or debtor, but on the procedure (just like the impersonal form *illaqqe*, “it shall be collected,” in some of the texts quoted above), may well be a feature of stipulations which phrase normative rules, and hence, the law.

2. Payment in a Particular Situation

The second reference to a stele in connection with the payment of debts is in kt n/k 1925, also a letter by the ruler of Assur to the authorities of *kārum* Kanesh, in which he informs them about a verdict of the City.³³ It reads:

The creditors of Šukubum, from whatever Šukubum possesses, in accordance with the words of the stele, when it is confirmed by witnesses, (each) will take his silver in/at/from/by means of his . . .³⁴

The rule quoted above grants the creditors (the text uses the plural in line 8, but switches to the individual singular in lines 16 and 19f.) the right to indemnify themselves by taking their silver “from whatever the debtor possesses.” This idea is similar to the case of guarantor D.,³⁵ where this right was the result of an appeal to the City which issued a “valid tablet” to him. By sheer coincidence, we possess a letter published seventy years ago, CCT 2, 22, which deals with the

31. The dictionaries do not single out this meaning. *EL*, commenting on page 196, mentions that the verb is frequently used when someone else pays for the debtor.

32. CAD K 161b, e.

33. I am grateful to the Director of the Anatolian Civilizations Museum in Ankara, Dr. İlhan Temizsoy, for his permission to open and study this letter which was still in its envelope.

34. Lines 8-20: *tamkārū*^{9p} *Šūkubim*¹⁰ *mer'a Aššur-bēl-awātīm*¹¹ *ina mimma*^{12p} *Šūkubum*¹³ *išūni*¹⁴ *kīma awāt*¹⁵ *na-ru-wa-ū* (mistake from *naruūim*)¹⁶ *ina šībīšu* (final -*nu* erased)¹⁷ *ikuanma*¹⁸ *i na sà bi tī šu*¹⁹ *kasapšu*²⁰ *ilaqqe*.

35. See *infra* text at page 1723.

same case as kt n/k 1925. Its writer states in lines 16ff.: “As for Šukubum, I have acquired a tablet of the City (stating) that, from whatever Šu[kubum possesses], in accordance with the words of the st[ele], I can take my silver in/at/from/by means of my”³⁶ The continuation of this letter makes it highly likely that the creditor in question had died because it mentions the sale of his house to cover the debts inherited by his sons. The letter adds that the writer has a “powerful tablet of the City,” which stipulates that the buyer has to give it back or else will be considered a thief. As a result, these letters show that the rule of law quoted in these two texts concerns the liquidation of a dead trader’s business.

Both texts mention that the creditor is allowed to recover his money in a particular way or at a particular moment. This expression, now a few more times attested, is usually read as *i(na) nasa bētim* plus a pronominal suffix, and translated as “when the house(hold) is transferred.”³⁷ This interpretation, however, does not make sense because the pronominal suffix does not refer to the dead trader, but to the creditor. A closer look at a new occurrence offers more insight. In kt n/k 1684 13f. (courtesy G. Kryszat), the son of a debtor asks his father’s creditor, who is about to leave Anatolia for Assur, to submit evidence about his father’s debts in silver or tin, “then I will pay you in/at/from our” The division of the signs *i* and *na* over two lines in this text suggests that we may have to read *ina sab/pitini*, which I cannot translate. Nevertheless, I suspect it is an expression describing a person’s ability to pay or to collect the money.³⁸

C. A Rule About Compensation of Losses During Caravan Journeys

The next reference to the words of the stele is in the badly-damaged tablet kt n/k 1570, again a letter of the ruler communicating a verdict of the City, also published by H. Sever.³⁹ The letter becomes understandable if we restore the key word *huluqqā’ū*, (“losses”) in lines 9 and 18. This restoration fits the space available and is supported by the occurrence of the verb *mallu’um*, (“to compensate”), in the last line. The combination of this noun and verb is well-attested in

36. The text was edited by C. Michel, *Innāya dans les tablettes paléo-assyriennes* (Paris 1991), II no.155. Read in line 18 end: *i[šūni]*, and in line 20: *[alaqqeu]*.

37. See *CAD N/2*, 188a, d.

38. Kt n/k 1684: 13f.: *šēliāma i-na* ¹⁴ *sā-bi-ti-ni lašqulakkum*.

39. *Op. cit.* (note 22) 264f.

the verdict published as *EL* No. 278, and in some letters.⁴⁰ It also occurs in the memorandum kt 91/k 451:1-5, where we read: “For the 17 *kutānu*-textiles which got lost in Badna the caravan has paid us a compensation (*mallu’um*) of 1 1/3 mina of tin apiece.” This allows us to read our verdict as follows:

[The loss]es of PN_{1,5} (five broken personal names with patronymics, lines 10-17), for their [loss]es [in accordance with (the words of)] the stele, [either t]in or silver [or] textiles, the caravan of Kurub-Ištar, son of Puzur-ili, shall give them compensation.

While losses during caravan transport were infrequent, they did occur. Consequently, it makes sense to have a rule about compensation, but the simple reference to a stele which we do not possess does not tell us to what it amounted. Most likely, it is a rule concerning simple compensation when the loss occurred from force majeure (robbery, bad weather, accidents with donkeys, etc.), a rule common in many law collections. That such a rule existed and was inscribed may be due to the nature of the transport. The word translated to “caravan,” basically “travelling company,” and referred to a large caravan that contained merchandise of many people organized by an important trader after whom the caravan was named. A famous example is the “caravan/company of Imdilum,” mentioned in VS 26,155, which lists merchandise of thirty-five traders totalling a value of more than 400 talents of tin, or some thirty kilograms of silver, in which Imdilum himself is the biggest participant, holding forty-seven talents of tin. Such caravans functioned as a single unit: all expenses, taxes, losses, and profits from the sales were added and apportioned among the participants. The organizer/leader, after whom the caravan was named, was responsible for the safety of the transport. For that reason, it was rational to have strict rules for apportioning and compensating losses fairly among the many participants.⁴¹

40. “To compensate (for losses)” also is attested in KTHa 3:29 and in CCT 2,11:15ff., where a caravan also is mentioned: “The 36 *kutānu*-textiles of Aššur-emūq’s caravan, which Aššur-ṭāb exported, got lost in the mountains of Mamma. Let your message reach me whether the caravan has compensated them, yes or no.”

41. See the study by C. Michel, *Transporteurs, responsables et propriétaires de convois dans les tablettes paléo-assyriennes. Réflexions sur les expressions šēp NP et ellat NP*, in: D. Charpin & F. Joannès (eds.), *La circulation des biens, des personnes et des idées dans le Proche-Orient ancien* (Paris 1992) 137-56. She lists two occurrences of *ellat* Kurub-Ištar. The purely commercial aspect of these caravans still needs further analysis.

III. LEGISLATION

A. Trade Policy and Legislation

Trade appears to have been the backbone of Assur's economy and prosperity. It occupied a substantial part of its population, and many of Assur's habitants had invested in it, as well as the temples and the ruler. Assur, in fact, served as a strategic market city and entrepôt in a commercial network which linked Iran, Babylonia, Assyria, Anatolia, and Syria. Consequently, Assyrian politics engaged itself in the trade and tried to promote it by means of political measures. Around 1950 B.C., King Ilushuma proclaimed: "I established the freedom of the Babylonians ("Akkadians") and their sons. I washed their copper."⁴² King Ilushuma added that this freedom (*ad-durārum*) was established all the way from Ur, on the northern shore of the Persian Gulf, to Assur. His successor, Irishum, followed his steps by "establishing the freedom of silver, gold, copper, tin, barley, wool, until(?) bran and chaff."⁴³ Larsen, after a thorough analysis of these inscriptions, suggests:

"that the Old Assyrian commercial expansion under the later kings of the dynasty to a large extent rests on a clear policy which took its beginning (as far as we can see) under Ilušhuma, who attempted to attract traders from the south to the market in Assur by giving them certain privileges. Whether this meant abolition of old taxes or of a previous state monopoly remains undecided."⁴⁴

Access to the profitable markets of Anatolia required political decisions and skills, resulting in treaties with the various local rulers. Lacking military power in Anatolia, the Assyrians managed to secure free trade by negotiations, well aware of the economic importance to the Anatolian upper class and the metallurgical industry of what they imported. But the Assyrian authorities also checked their own traders who, by treaty, were not permitted to dodge local import and transit taxes by smuggling. *Kārum* Kanesh once issued a written order to a trader in charge of a large caravan: "Nobody shall smuggle tin or textiles. Who smuggles (them) will be caught by the order (*awātum*) of the *kārum*!"⁴⁵ In another case, a verdict of the *kārum* called for a commercial boycott of a high Anatolian palace official who had failed

42. A.K. Grayson, *op. cit.* (note 11) 18, lines 49-65.

43. A.K. Grayson, *ibid.*, 22f., lines 20-25.

44. See OACC 63-80.

45. Kt c/k 1055, quoted by K. Balkan, in: *Anatolian Studies Presented to Hans Gustav Güterbock on the Occasion of his 65th Birthday* (Istanbul 1974) 29 note 2. The leader of the caravan is the same trader as the one mentioned in note 40. For smuggling in the framework of the Old Assyrian trade, see AOATT part IV, 305ff.

to pay his Assyrian creditor: "Nobody shall give any textile whatsoever to the 'head of the stairway.' Who does shall pay all the silver the 'head of the stairway' owes to Ikunum!"⁴⁶

Politics also affected the Assyrian trade itself by means of decisions of the City Assembly and powers granted to the "city-office." The latter institution seems to have held a type of monopoly on the trade in a few luxury items, notably the rare and very expensive meteoric iron. The City also passed verdicts aimed at protecting the interests of the Assyrian trading establishment (which must have been well-represented among the "elders," the heads of the powerful families, which made up the Assembly), when they were at odds with entrepreneurs based in Anatolia. Once traders doing brisk business in local Anatolian textile products were convicted and heavily fined, a general decree or ukase (*awātum*) to refrain from all such transactions, resulted. The letter reporting this incident ends with the warning: "The ukase of the City is binding (strong)!"⁴⁷

Even to those aware of these facts, the official letter by the ruler sent to *kārum* Kanesh, recently published by H. Sever,⁴⁸ comes as a surprise. It reads (lines 4-25):

The tablet with the verdict of the City, which concerns gold, which we sent to you, (8) that tablet is cancelled. (9) We have not fixed any rule concerning gold. (11) The earlier rule concerning gold still obtains: (13) Assyrians may sell gold among each other, (but) (16), in accordance with the words of the stele, (18) no Assyrian whosoever shall give gold to any Akkadian, Amorite or Subaraean. Who does so shall not stay alive!⁴⁹

I have to limit myself to a succinct analysis of this remarkable document, without being able to dwell on its economic aspects. The reader also is asked to take the translation of *iṣurtum* as "fixed rule" for granted,⁵⁰ and to be content with the information that the people mentioned in lines 19-21 belong to the population of Mesopotamia, listed from south to north, with whom the Assyrians had commercial contacts, perhaps even in the city of Assur itself.

The following is my interpretation of the meaning of this letter. Sometime before the letter was sent, the City's acting ruler sent a let-

46. *EL* no.273. Read in line 3, with Larsen, 1 *TÚG*.

47. See *AOATT* 126f.

48. *Op. cit.* (note 22) 260ff., kt 79/k 101.

49. Transliteration of lines 9-25: *aššumi hurāšim iṣurtam*¹⁰ *ulā nēšur*¹¹ *awātum ša hurāšim*¹² *pāniātumma*¹³ *ahum ana ahim*¹⁴ *ana šimim*¹⁵ *iddan*¹⁶ *kīma awāt*¹⁷ *naruāim*¹⁸ *mer'a Aššur šumšu*¹⁹ *hurāšam ana Akkidēm*²⁰ *Amurrēm*²¹ *u Šubirīm*²² *mamman*²³ *lā iddan*²⁴ *ša iddunu*²⁵ *ulā iballaq.*

50. See my article on this word in *Studia Historiae Ardens. Ancient Near Eastern Studies Presented to Philo H. J. Houwink ten Cate* (Istanbul 1995) 311-32.

ter to *kārum* Kanesh to inform it about a verdict passed by the City. The verdict dealt with the sale of gold and must have declared as illegal a transaction of gold in Anatolia, about which either the trader who had carried it out, or the *kārum* itself, had appealed to the City. Then, somewhat later, the City decided to revoke its verdict, which meant that the official letter, by means of which it had been 'published,' was cancelled. The City did not leave it at that, however, but apparently considered it useful to unambiguously state what the legal situation was, declaring: "We have not fixed a (new) rule!" In other words, the City believed that without formal cancellation of the verdict, one might assume that the rule had changed, which would be wrong: "The old rule (still) obtains." This rule apparently is the rule inscribed on the stele, since both lines 11 and 16 use the same word, *awātum*, "words, stipulation, rule." Lines 13-15 mention this rule, stating: the sale of gold among Assyrians is permitted. Since, however, the reference to "the words of the stele" only follows in line 16f., I assume that what was actually written on the monument is contained in the following lines, 18-25. As a result, the positive rule of lines 13-15 was only implied—and perhaps for that reason had to be stated clearly—by a law which consisted of an absolute prohibition ("whosoever . . . , anyone . . ."), sanctioned by a death penalty.⁵¹ This law, forbidding trade in gold with all non-Assyrian inhabitants of Mesopotamia, is clearly protectionist. While this prohibition is not a complete surprise in view of what is known about trade policy, it strikes us with its uncompromising nature and heavy sanction. Indeed, Assur was determined to protect its commercial interests. This idea is now also supported by the draft of a trade treaty with a small local ruler in southern Anatolia. The ruler not only promises to bar Babylonians from his territory, but also, if they get there, to hand them over to the Assyrians to be killed.⁵²

As for the background of his letter, the original verdict, which remains unknown, may have forbidden a particular transaction in gold in Anatolia, whereby it was not shipped to Assur, as was usual.⁵³

51. The formulation is apodictive (*lā* with present tense), while the use of the indefinite pronouns *šumšu* and *mamman* lend it a general scope, as in public proclamations and decrees.

52. See E. Bilgiç, *op. cit.* (note 7).

53. Many texts speak of "gold for the caravan to the City," which, in the light of this verdict, may well refer to the rule or obligation to send all gold to Assur. In Assur the highly valued gold (eight times the value of silver) seems to have been hoarded. In Assur, whenever a caravan with a mixed load of silver and gold arrived, the gold was first converted into silver, which was the only "money" used to make purchases for equipping a new caravan. Hence, apparently gold did not enter the normal commercial circulation in Assur as a result of a clear policy—as our letter shows.

On second thought, however, this rule may have been detrimental to the trade and may have conflicted with the written law that gold could be freely traded among Assyrians, perhaps also to Anatolians and Syrians—as long as it did not get into the hands of other Mesopotamian traders. Hence, the verdict, which might be taken as a binding rule, a new law, had to be revoked.

B. *The Legislative Procedure*

The letter analyzed above⁵⁴ also is interesting because it may shed some light on the legislative procedure. It distinguishes clearly between three different terms, and perhaps stages, in the decision-making process. The first stage is a verdict (*dīnum*) by the City Assembly, a decision in a particular case with a specific impact. The next seems to be fixing a rule (*iṣurtam eṣārum*), which could imply that the *ad hoc* decision results in a rule with a more lasting and general effect. Then, the third stage seems to be a rule (*awātum*) which was or could be inscribed on a stele. The letter wants to make it clear that the second and third stages have not been reached. Old Assyrian letters and judicial documents mention many verdicts by the City Assembly, without, however, implying that these had or would acquire the status of a rule; they were concrete decisions settling conflicts or problems. That our letter deems it necessary to deny that a new rule had been fixed seems to indicate that the verdict in question was one of a more general nature with wider implications. For example, the letter might come to serve as a normative precedent, which would then determine the freedom of action as to future transactions in gold in Anatolia. The city, however, wanted to avoid such a result.

Indeed, there are a few examples of verdicts which result in more general prohibitions or injunctions, as the ones quoted in the preceding paragraph in notes 41 and 43. Apparently, a concrete verdict in a case which did or could affect many traders and even the trade as such (the examples quoted concern smuggling and the trade in Anatolian textiles) could acquire the status of a binding rule. In both cases, the texts do not use the word “verdict,” but *awātum*, “order, ukase,” which is said to be “strong, binding” (*dannum*) and will overpower or “catch” (*kašādum*) whoever violates it.

The term *awātum*, when used in the plural (lit. “words”), has various meanings in Akkadian. It can simply denote an order or an instruction. In the contexts we are interested in, however, when the

54. See *supra* note 49 and accompanying text.

reference is to the legal text inscribed on the stele, it can translate to “rule, stipulation,” and this same meaning imposes itself in a few other texts as well. As I already mentioned,⁵⁵ the existence of a fixed rate of interest “in accordance with the rule (*awātum*) of the *kārum*,” supposes a decision with normative force. Furthermore, in note 25, I quoted a letter which reminds its addressee of the rule about collecting debts in Anatolia or Assur by asking him: “Don’t you know the rule of the City?” A further, rather difficult example is in the letter KTS 11:26ff. which states: “By the rule of the City, a trader who clears himself (of financial obligations) in view of the (periodic) settling of accounts (by the *kārum*), does not [pay] (current) debts to the *kārum*.”⁵⁶ This rule, as my heavily paraphrased translation shows, would prescribe that traders who are privileged members of the *kārum* organization (by paying a substantial contribution, called *dā-tum*) do not have to pay single debts incurred, but probably can postpone payment until the periodic general settlement of accounts, when book transfers also could be made. This idea, again, is a general rule with important practical implications.

It seems clear that “words of the City” had a wide impact and general validity and hence can be defined as rules. This use of *awātum*, however, is not limited to the Old Assyrian period. In principle, any “order” of a Mesopotamian king which had binding force for the future, was a rule. A very specific example of such rules are the decrees issued from time to time by kings of the Old Babylonian period, whereby certain debts and arrears were remitted in order to restore equity. The current name for such decrees is *šimdat šarrim*, “royal edict,” but in a particular period and area (the kingdom of Larsa, under Rim-Sin) the term *awāt šarrim* was also used.⁵⁷ Some of these decrees have come down to us in written form and it seems likely that those of king Rim-Sin also were published in writing. But, in fact, neither *šimdatum* nor *awātum* as such implies promulgation in written form. Similarly, it remains possible that the Old Assyrian rules designated as *awātum* had been written down on a tablet in order to make them known also in Anatolia, or on a stele in the City as

55. See *infra* text on page 1723.

56. *i-na a-w[a-a]t a-lim^{kt} ša a-[na] 27 ni-kà-sí i-ša-hu-tù-ni 28 hu-bu-lam ša kà-ri-im lá [išaqqal?].*

57. See for these decrees F.R. Kraus, *Königliche Verfügungen in altbabylonischer Zeit* (Leiden 1984) and for the use of *awāt šarrim* alongside *šimdat šarrim*, 33ff. The only reference to *awāt ālim* in an Old Babylonian text is in an unpublished record from the time of king Immerum of Sippar, mentioning the redemption of a field and house ordered by the king, *warki awāt ālim* (BM 97141).

an act of publicity. We simply do not know whether engraving them on stelae required a separate decision—but by what other institution than the City Assembly?—or whether, to use the terms of the letter discussed in the previous paragraph, “fixing a rule” already implied that it would be engraved on the stele.⁵⁸ If the latter were the case, we can understand the necessity of a very formal cancellation of the verdict, which otherwise would have become written law.

IV. THE NATURE OF OLD ASSYRIAN LAW

It is risky, with only a few short quotations and references, to speculate on the nature of Old Assyrian law, written on a stele we do not know. Moreover, our sources, commercial documents from Kanesh, may well offer a biased picture by referring only to stipulations affecting the trade. Provisions on other subjects so common in Mesopotamian laws, such as the family, agriculture and husbandry, and bodily injury, when covered at all, had little chance of emerging in texts from Kanesh. We do, however, have a few contracts of marriage, divorce, adoption, and division of inheritance, including verdicts, dealing with such matters.⁵⁹

A. Form

As to the form of the laws, the impression is one of short, concise provisions, similar to a number of verdicts, as the ones published in *EL* nos. 273ff. There is a marked difference in the frequently long, very detailed provisions of the Middle Assyrian Laws, which intend to cover a subject completely by mentioning details and variations. Our limited data make it impossible to establish whether particular subjects, for example, liabilities and debts, were treated in a series of paragraphs, called a “chapter.” Such “chapters,” as we know them from other collections, seem to be the result of systematic, scholarly occupation with the law, attempting to cover a subject by means of a representative and instructive selection of rules arranged according to redactional principles, drawing on tradition, precedent, theory, and perhaps reforms. We note that the so-called “Statutes of the Kanesh Colony” (see note 6) show that fairly long and detailed regulations were not unknown. But, we do not even know whether all the various references to “the stele” are to one single monument.

58. In the article mentioned in note 46, I have tried to show that the words *išurtam* and *ešārum*, notwithstanding their etymology (“to draw lines”), do not mean or imply engraving.

59. *EL* nos. 275 and 276; KTS II no.60.

As of yet, there is no clear proof of provisions of a casuistic nature, that is starting with a conditional sentence introduced by "if" (*šumma*), which are ubiquitous in Hammurabi's laws. A conditional formulation is attested in a few verdicts (e.g. *EL* no.283), usually representing the first stage of a lawsuit when, due to the complexity of the issue and the unavailability of some data (witnesses and written proof could be in Assur or Anatolia), preliminary verdicts were inevitable.⁶⁰ The verdict quoted in note 22 uses conditional *šumma* twice, not as simple conditions, but to introduce two alternatives. The same is true in the verdict quoted in kt c/k 440:56ff. (unpubl.): The *kārum* passed the following verdict: "A. son of K. shall go the the city S. (and) in accordance with the tablet of Š (his creditor), if there is an agent who will pay the silver, he can leave, if there is none, he will be held (as pledge) by Š." Most verdicts, however, are straightforward and apodictic (*cf. EL* nos. 273ff.) and use the indicative in the present tense (negated in a prohibition), which also is the case in the verdicts which refer to the stele or to a "rule of the City," quoted in notes 25, 34, 49, and 57. Also, it is important to note the generalizing "whosoever" and "anybody" in note 49, also used in *EL* no.273, which resembles the style of a proclamation, not that of a casuistic law.⁶¹

The subject of the action prescribed by the law is either a particular category of persons mentioned by name ("the creditors," note 34, "Assyrians," note 49) or is introduced by the relative pronoun "who" (*ša*), which can also be impersonal, followed by a passive verbal form (rule quoted in note 25). This so-called "relative formulation" gives the provision a general validity that has been associated with public proclamations.⁶² The prohibition formulated in the law quoted in note 49 is followed by a sanction against one who ignores or transgresses it, again in the relative formulation ("who does . . ."), as is also true in some verdicts with a general impact (e.g. *EL* no.273). We also meet this feature in the rule stating: whoever took assets of a dead trader shall return them: "Who does not return them shall be considered a thief."⁶³ The sanction in the law quoted in note 49 is the death penalty: "He shall not stay alive," making the breaking of this law a capital crime. This formulation of the death penalty is attested in and

60. *EL* speaks of "prozessführende und einstweilige Anordnungen." See also *OACC* 328ff.

61. See *supra* note 42.

62. See R. Yaron, *The Laws of Eshnunna* (Jerusalem-Leiden 1988) 109f.

63. See *supra* note 28.

outside legal texts,⁶⁴ but its meaning is not quite clear. Perhaps, it stresses the inescapability of the sanction, more than the factual “he shall be killed,” which is common in the Laws of Hammurabi. The combination of a prohibition, and then a sanction for ignoring it (which gives “teeth” to the law), of the type: “He shall not . . . , who does . . . , shall . . .” is typical of the Old Babylonian royal decrees.⁶⁵ Ammišaduqa’s decree, § 4, dealing with the untimely collection of debts in violation of the royal decree, states the prohibition: “. . . shall not collect, who did collect shall give back, who does not give back shall die.”⁶⁶ Style and content of this sanction are indeed very similar to the Old Assyrian law, even though the latter’s purpose (commercial protectionism) is quite different.

B. Content

The data we have indicates that the laws deal with essential, and probably frequent, issues and problems connected with the trade: when compound interest can be charged, how and where debts can be collected and investments recovered—presumably when a merchant has died—when and perhaps which compensation for losses incurred by a caravan is due, and which rules obtain for settling accounts with the *kārum* (if we may consider the rule quoted in note 57 as referring to a law). Only the law about the prohibition on trade in gold is quite different. Although it was very important for the practice of the trade, it primarily reflected the interests of the Assyrian “state” more than evidence of displaying the wish and need to resolve juridical problems raised by the trade. The very fact that most of these “laws” are referred to or quoted in verdicts of the City Assembly shows that they were not traditional or learned provisions collected in a legal handbook, but legal rules of great practical importance, imposed with authority and applied by courts of law. It seems likely that they went back to earlier verdicts of the City Assembly, which somehow—automatically, if the verdict established an important rule of general validity, or later, if a verdict with the value of a precedent was raised to the status of law by a separate decision—had become rules of law. This aspect would make the laws rather different from provisions in Old

64. See Yaron, *op. cit.*, 259f. (in the Laws of Eshnunna: “He shall die, he shall not stay alive”); see also ARM 2, 92:19; ARM 5,72:5 for “not staying alive.”

65. Edited in the volume of F.R. Kraus, quoted in note 57.

66. See F.R. Kraus, *op. cit.* note 57 at 170f. with the commentary on 201f. Similar, but shorter, is § 6. This key phrase is actually quoted in an Old Babylonian letter in the Yale Babylonian Collection (courtesy O. Tammuz).

Babylonian laws, which seem to have incorporated not only precedents, but also older legal traditions, scholarly paradigms, and ideals of equity and righteousness, which were the king's responsibility. Instead, Old Assyrian law seems to reflect the needs and problems of contemporary trade. This link with reality also must be due to the identity of the lawgiver. It was not the king and his scholars, but the City Assembly in which the merchant class itself was represented, and of course vitally interested in passing verdicts and drafting rules for maintaining justice among its members. Hence, the rules were practical and sober, devoid of legal argument and scholarly refinement. The role of the City in this legislative process cannot fail to evoke comparison with the origin and function of law in the Greek cities, but I cannot dwell on this aspect.

Not all judicial problems created by the sophisticated trade could be dealt with in the law, and many were resolved by verdicts of the courts of law in Assur and Kanesh. This situation made judicial procedure important, as these verdicts show, especially the provisional ones referred to in note 60. Furthermore, this situation also explains the value attached to testimony and proof, as is clear from many judicial records and depositions and from the phrase "when it is confirmed by witnesses," twice quoted as written on the stele.⁶⁷ The same concern is observable in the inscription of King Irishum (of which two copies were found in Kanesh), which pays ample attention to testimony, oath, and procedure, as well as to assigning an attorney to a plaintiff.⁶⁸ That a particular oath formula had been inscribed and perhaps prescribed on a stele⁶⁹ may reflect the same concern for procedure.

Unfortunately, the references provide only limited information on the substance of law inscribed on the stele. While the verdict quoted in note 49 actually seems to quote a complete(?) law, those quoted in notes 22 and 34 give, at best, part of a rule. The reason is that, perhaps, as the text quoted in note 25 suggests, such rules were supposed to be generally known, so that a simple reference or partial quotation would do. The reference told those concerned that the highest legal authority had concluded that the case in question came under a particular rule of law, which was known. Hence, the verdict itself could be very short. The reference to the stele also may have

67. See *supra* notes 22 and 34.

68. See for the inscription, above, note 11 and *OACC* 184ff. for the attorney.

69. See *supra* note 10.

served to remind parties that the only option now was “to submit” (*šuka'unum*), as several people engaged in legal conflicts state they will do, when confronted with a tablet or verdict of the City and the ruler.

V. ASSYRIAN AND BABYLONIAN DATA COMPARED

Here, a comparison with a special category of Old Babylonian royal decrees is in order—not the decrees of debt release, mentioned earlier,⁷⁰ but decrees (also called *šimdat šarrim*) to which certain contracts refer. These references, thoroughly analyzed by Kraus,⁷¹ often use the words “in accordance with the royal decree” (*kīma šimdat šarrim*; occasionally the noun following *šimdat* designates the (trans)action to which the decree applies). The clause is frequent in contracts where harvesters are contracted in advance, with prepayment as part of their wages: “If they do not come (or: if a middleman does not supply them), according to the royal decree.” We also meet the clause in slave sale contracts: “He (the seller) is responsible for claims in accordance with the royal decree.” These references, though stipulating a liability, usually do not tell what the liability consisted of, and what compensation or penalty had been fixed. If a slave that had been sold was claimed, the seller probably had to vindicate the sale or supply a substitute (a penalty for an illegal sale is another matter). What was in store for the defaulting harvester is not immediately clear, but one could envisage providing a substitute, a fine or compensation for the loss of the harvest. In connection with slave sale, however, we also have contracts where the liability of the seller is spelled out in combination with a reference to the royal decree. For example, the seller had to meet claims resulting from an investigation of the slave’s legal status within three days, from the slave falling ill of epilepsy within one month, and from eviction by his former owner, which did not have a time limit.⁷²

These royal decrees serve a practical purpose. They fix, with royal authority, liabilities, compensations, and penalties in apparently frequent legal cases. By referring to them in contracts, the parties, who must have known what the decree stipulated, were warned in advance what to expect, while the plaintiff was saved the trouble of a perhaps time consuming lawsuit (e.g. when the harvest was waiting on

70. See *infra* page 1735-36.

71. F.R. Kraus, *Revue d'Assyriologie* 73 (1979) 51-62; *Königliche Verfügungen* (see note 57) 8ff.

72. See M. Stol, *Epilepsy in Babylonia* (Cuneiform Monographs 2, Groningen 1993) 133ff.

the fields).⁷³ The only task of the judges, when appealed to, was to ascertain that the complaint fell under the royal decree (which in such standard cases may have been self evident), which to all appearances also was what the City Assembly in Assur did (with an added condition of proof by testimony, because the cases were much more complicated).

While such legal rules became statutory law in Assyria, published on a stele, the situation in Babylonia was different. We have no tablet or stele which contains these rules on defaulting harvest laborers or guarantee for slaves bought. They may have been proclaimed orally, but there are references in letters to similar decrees, which speak of "the royal decree which is before you," which can only mean that it was available for consultation in written form.⁷⁴ Our ignorance about the contents of such decrees hence is accidental. In principle, such decrees might well have become part of statutory law, just like certain verdicts of the City of Assur. From Babylonia, however, we have no collections of laws later than Hammurabi. Consequently, there is no way of knowing whether such decrees might have been incorporated into a code. In this connection, the decree about guarantee for slaves bought is interesting. As Stol⁷⁵ points out, the contracts specifying the triple guarantee only appear about fifty years after Hammurabi's laws were published. These laws, in §§ 278-281, do contain all the elements about liability and guarantee which according to the later contracts, are stipulated in the royal decree, but the technical term for "investigation" and its time limit (three days) are not mentioned. Apparently, a later king, building on the provisions in Hammurabi's laws, drafted a new, more explicit rule which obtained the force of law.

Could such (older) decrees have been embodied in Hammurabi's collection of laws? His § u mentions the rates of interest on barley and silver, to be paid in a particular situation "according to the royal decree" and, according to Kraus (see note 71), this decree in fact may be found in § t, where these rates are stipulated in a general way. The problem, however, is that these rates also occur in a probably older, still anonymous Sumerian law collection,⁷⁶ and are standard in the certainly much older loan contracts from the period of the Third Dy-

73. Kraus, *op. cit.* (note 71) 59: "ein Verfahren mit für die Parteien verbindlichem Urteil, das rechtskräftig und unmittelbar zu vollziehen ist."

74. See, e.g., *AbB* 11, 101:24.

75. See *supra* note 72.

76. *LCMA* 38 § m.

nasty of Ur (twenty-first century B.C.).⁷⁷ Perhaps, a better case can perhaps be made for § 112 of Hammurabi, which contains a rule about transport by consignment (*šūbultum*). We actually have three consignment contracts which refer to liability and punishment in cases of fraud to “the royal decree,” once called “the decree concerning consignment.”⁷⁸ The law stipulates that if the consignee does not deliver the goods, he shall pay a fivefold compensation. The royal decree mentioned in contracts cannot have been much different; although theoretically a reference to Hammurabi § 112 is possible, one hesitates because the decree first appears in contracts about one hundred years younger than the law collection (the later years of the reign of king Ammiditana). It seems more likely that a later king, starting from Hammurabi’s example, drafted a royal decree which was given force of law, but we cannot prove it.

The issue has some relevance, because one always has been struck by the fact that none of the thousands of contracts and verdicts of the Old Babylonian period ever refers to or quotes Hammurabi’s laws, at least not *verbatim*. That Old Assyrian laws are referred to in official verdicts and letters makes this silence all the more remarkable. Various explanations have been given for this fact. Old Babylonian judges would not have been accustomed to offer such references, and in general did not argue for their sentences. Moreover, Hammurabi’s laws would not have possessed the status of statutory law and hence would not have been referred to as authoritative and enforceable.⁷⁹ As a result, I believe that the difference with the Old Assyrian laws in origin, nature, and concrete setting may provide part of the answer.

I must repeat that our knowledge of Old Assyrian law is still extremely limited. But there is hope that it will increase. The reader may have noticed that most of the references to the stele occur in texts belonging to the large archive kt n/k.⁸⁰ The reason is simple. Thusfar, it is the richest and best studied one. But work on more archives will provide additional data, as will continued excavations, particularly if the “*kārum* office” could be identified, where one would expect a copy of the laws, so important for the traders.

77. See H. Lutzmann, *Die neusumerischen Schuldurkunden*, Teil I (Heidelberg 1976) 42-52.

78. Kraus, *Königliche Verfügungen* (note 57) 8f.

79. See for the discussion and the arguments, R. Westbrook, *Zeitschrift für Assyriologie* 79 (1989) 201-22; W.F. Leemans, *Bibliotheca Orientalis* 48 (1991) 417f.

80. This siglum means: tablet excavated at kt = kültepe (the modern name of the ruins of the ancient city of Kanesh), in the year n = 1962 (first year, 1948 = a, etc.), in the commercial quarter of the lower city, called k = *karum*.

APPENDIX

In Assyriological literature cuneiform texts are quoted or referred to in three different ways:

1) Unpublished cuneiform tablets in museum collections are quoted by museum number, following the systems used by the different museums. Texts officially excavated can be quoted by excavation and/or museum number. Old Assyrian texts preserved in the museum of Ankara bear sigla such as *kt n/k*, which means: tablet from Kültepe (*kt*); the modern name of the ruins of the city of Kanesh, excavated in 1962 (*n*) (the first year of the excavations (1948) is *a*, so each following year is the next letter); in the commercial quarter of the lower city called *kārum* (*k*) by the Assyrians.

Tablets bought by or donated to museums usually have simple sigla, such as BM for texts in the British Museum in London (see note 57), VAT ("Vorderasiatische Tontafel") for texts in the museum in Berlin (see note 14), or A for texts in the collection of the Oriental Institute in Chicago (note 9).

2) Cuneiform texts published in cuneiform copy (drawing) only (without transliteration or translation), are usually in a series published by the main museum and are cited by the abbreviated title of the series (not in italics), followed by the number of the volume, and then the number of the particular text. For example, VS 26, 76 is *Vorderasiatische Schriftdenkmäler der Staatlichen Museen zu Berlin*, Heft 26. *Altassyrische Tontafeln aus Kültepe* (Berlin 1991), text no.76 (see note 14; since this is a recent publication and some tablets were known before by museum number, note 14 gives both forms). Dozens of abbreviations (e.g. CCT = *Cuneiform Texts from Cappadocian Tablets in the British Museum*, 6 vols., 1921-1975; BIN = *Babylonian Inscriptions in the Collection of James B. Nies*, Yale University, 1918ff; TCL = *Textes Cunéiformes du Louvre*, Paris, 1910ff.) are used and they are duly listed in the main dictionaries.

3) When texts are available in standard editions (with transliteration, translation, and at times, commentary), quotations usually refer to these by abbreviation (also listed in the dictionaries), normally in italics. For example, *AbB* = *Altbabylonische Briefe in Umschrift und Übersetzung*, 13 vols., Leiden, 1966-1994. I have listed some of these abbreviations of editions of Old Assyrian texts (e.g. *EL*) in note 1. Many text editions also are found in articles in journals, with titles also abbreviated.