

# The Legal Framework of a “Marketless” Economy in the Old Babylonian Period with regard to “Sale and Community”

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## 1. INTRODUCTION

In his book “Debt. The first 5000 Years” David Graeber, the *spiritus rector* of the occupy-movement, claims that markets in Mesopotamia were a by-product of the complex administrative systems there, both of them based on credit.<sup>1</sup> Of course, this is not the place to give a review of Graeber’s analysis of the history of debt, but at least one of the consequences that he draws from his analysis may catch our attention, when he postulates with respect to the actual crisis we face these days the need for a general debt release<sup>2</sup> – a political and economic measure which seems rather familiar to ancient legal historians and to which we will refer to later in this paper. At the same time the characterization of markets as a “mere” by-product fits in well with the perspective of quite a number of scholars who deny categorically the effectiveness of market principles for Ancient Near Eastern economies.<sup>3</sup> One of the most prominent representatives of this perspective is definitely Johannes Renger,

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<sup>1</sup> GRAEBER 2012, 404.

<sup>2</sup> GRAEBER 2012, 410.

<sup>3</sup> Cf. PFEIFER 2013, 261. For abbreviations cf. the indices in vol. 12 of the Reallexikon für Assyriologie und Vorderasiatische Archäologie (Berlin/Boston 2009-2011).

the German Nestor of Ancient Near Eastern economic and social history, to whom the combination of the *oikos*-system of the temple up to the end of the third and the redistributinal system of the palace from the second millennium BCE onwards on one hand and a sustenance-oriented production on the other hand leave little space for competition and therefore for exchange that follows market rules.<sup>4</sup> On the other hand we have, of course, numerous and clear evidence of both, individual and official exchange of goods. From Renger's point of view this exchange marks but an additional fulfillment of demand.<sup>5</sup> Again, the purpose of this paper is not, and cannot be, to find a definite answer to the question if there was a "market" in Ancient Near Eastern societies or not. This paper rather asks for the meaning of the framework that was provided by the legal system to the participants of economic exchange as such.

For Max Weber the legal order is one of the decisive factors of an economic system.<sup>6</sup> The foreseeability of legal rules and their enforcement by the political power design the conditions under which the individual participates in the economic system and which determinate his or her expectations. The chances for a successful participation of the individual that derive from those conditions can either be conceived as a mere reflex of the legal rules or even as a guarantee.<sup>7</sup> Needless to mention that the legal order for Weber doesn't only exist in positive legal rules, but also in customary law with fluent transitions between custom, convention and law.<sup>8</sup> Against this background it seems reasonable to ask, if, on one hand, our sources show evidence of legal rules that refer to economic behavior in a specific way, and if the records of economic and legal practice correspond in any way to this reference.

Due to the general topic of this volume the following analysis will concentrate on sale, which is, besides of loan and exchange, one of the most fundamental institutions and forms of economic behavior. At the same time the presentation will be limited to the Old Babylonian period, which provides a large number of records as well in the shape of normative texts as texts from the legal practice. But as a first step, we will take a short look at the surrounding conditions of the Old Babylonian society and economy.

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<sup>4</sup> For the essence of his reasoning on the basis of several profound studies see the according articles in DNP: RENGER 1998, 873; RENGER 1999, 922; RENGER 2000, 1137-1138 and RENGER 2002, 523-526. One of his main references is the work of Karl Polanyi, in particular POLANYI 1957 and POLANYI 1977, which Renger locates in the tradition of Max Weber, cf. RENGER 1993, 88.

<sup>5</sup> RENGER 1993, 103-105.

<sup>6</sup> WEBER 1922, 368-385.

<sup>7</sup> WEBER 1922, 371.

<sup>8</sup> WEBER 1922, 374-381.

## 2. CONTINUITIES AND CHANGES IN OLD BABYLONIAN ECONOMIES

Since at the beginning of the Old Babylonian period<sup>9</sup> we still can find quite a number of smaller city states or kingdoms on the political landscape, it seems more accurate to speak of several economic systems rather than one economy. Yet, all of them share common features of continuity as well as change, as they are compared to earlier times, especially to the Neo-Sumerian period.

### 2.1 *Geographical settings and need for trade*

The geographical settings of Ancient Mesopotamia made agriculture based on irrigation the main characteristic element of all economic systems of that area. The need for irrigation required from the earliest times an effective administrative management of the resources of water and soil, including the organization of additional sectors as the rearing of livestock, pottery or textile processing.<sup>10</sup> At the same time the permanent need for trade is obvious: As the alluvial land was lacking of stone, metals and wood for timber these materials had to be imported from the surrounding countries.<sup>11</sup> But of course there also were forms of an inner-Mesopotamian trade which were brought forward by the water routes of the rivers.

### 2.2 *The “individualistic turn” of the Old Babylonian period*

The political change of the Old Babylonian period and in particular the establishment of the empire of the first Babylonian dynasty under king Ḫammurabi also led to variations of the economic system. As already mentioned with reference to Johannes Renger a general shift can be noticed regarding the meaning of the temple in favor of the palace and his redistributive system, whereas the production as such still remains sustenance-oriented. Under Hammurabi's rule this is closely connected with the implementation of the so-called *ilku*-system, i.e. mainly the allocation of land by the crown in favor of individuals and the performance of contributions and military services in return.<sup>12</sup> At the same time we face a phenomenon which is often described in the sense of an

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<sup>9</sup> The time from the end of the dynasty of Ur III to the end of the first dynasty of Babylon, i.e. the first four centuries of the second millennium BCE, cf. LEEMANS 1960, 2. For the character of the period up to the unification of Babylonia under king Ḫammurabi as a “Zwischenzeit” see EDZARD 1957.

<sup>10</sup> MARZAHN 2008, 236.

<sup>11</sup> LEEMANS 1950, 1; LEEMANS 1960, 4.

<sup>12</sup> For further details see KIENAST 1976-1980, 52-59.

“individualistic turn” of the Old Babylonian period<sup>13</sup> and which is economically connected to the increase of individual property,<sup>14</sup> tenancy and private loans, but also socially in the self-reflection of the individual person which can be traced in a vast number of private letters from that period<sup>15</sup> and which indicates an increased self-confidence. This aplomb is also reflected in legal documents, particularly from the legal practice.

### 3. LEGAL FRAMEWORK OF SALE PROVIDED BY NORMATIVE TEXTS

Contracts on sale count among the earliest records of business transactions and the impression of the basic meaning of this economic and legal institution also holds true for the Old Babylonian period. Yet, the turn to normative texts could possibly modify this impression, since there the meaning of sale seems to be limited compared to other institutions. As normative texts in a broader sense we can understand state treaties, law collections and the so-called *mīšarum*-acts.

#### 3.1 *State treaties*

State treaties have been manifold the *sedes materiae* for legal rules on trade and commerce as we can see from the clear evidence by Old Assyrian treaties, e.g. from Kanesh, which provide stipulations on taxes, tariffs, compensation for losses, means of conflict resolution etc.<sup>16</sup> Unfortunately there are no texts with comparable content from the Old Babylonian tradition,<sup>17</sup> so this category of sources has to be left aside.

#### 3.2 *Law collections*

The so-called law collections from Mesopotamia represent to many scholars the most fascinating and most important sources of Ancient Near Eastern legal history; at least the intense discussion of their nature and function lasts down to the present day.<sup>18</sup> This paper acts on the assumption that the law collections

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<sup>13</sup> KLENGEL 2004, 67-70; MARZAHN 2008, 244.

<sup>14</sup> Especially of fields, cf. EDZARD 1957, 4.

<sup>15</sup> KLENGEL 2004, 112-115. For the meaning of letters as a source of information about economic conditions see RENGER 1993, 87 with fn. 1 and 105 f.

<sup>16</sup> VEENHOF 2008, 183-218; VEENHOF 2013.

<sup>17</sup> Cf. LEEMANS 1960, 119 f.

<sup>18</sup> For an overview and bibliography of the discussion see JACKSON 2008, 69-113 and 257-276.

cannot be considered as codifications in a modern sense, but with regard to their context of scribal schools they depict a more or less realistic view of daily legal life. Given at the same time that they were means of political governance there should be no doubt that they at least were meant to be efficient.

a) *Laws of Eshnunna*

The first law collection that shows clear evidence of legal rules on sale is the Laws of Eshnunna (LE) from ca. 1770 BCE.<sup>19</sup> However, the §§ 38-41 LE<sup>20</sup> that contain substantial legal rules on sale, deal with quite special cases: § 38 LE applies to the right of pre-emption of a part of a family estate among brothers,<sup>21</sup> § 39 LE establishes the right of an impoverished man to redeem the house he sold, when the purchaser decides to resell,<sup>22</sup> § 40 LE refers rather to delicts in the context of lost property than to sale as such, when it postulates that the seller has to be established by the buyer to avoid the suspicion of theft; and § 41 LE is (probably) related to a sale of beer on consignment by a woman innkeeper.<sup>23</sup> At large and without discussing each section for its own, none of those rules seems in a special way likely to determine the economic behavior of individuals in a narrower sense, but rather to establish particular decisions of practical problems and conflicts in the context of sale. What might be generalized from those sections is the fact that sale was principally regarded as a valid transaction which created, if performed in certain manners, a more or less protected legal position (§ 40 LE) which we tend to call “property” or “ownership”. At the same time it seems to become clear that the transaction of sale could not be executed free from any restriction (§ 38 LE) and that its effect could be cancelled under certain conditions, especially in the context of social distress (§ 39 LE).

Of further interest for our topic might be the first two sections of the LE.<sup>24</sup> § 1 lists several articles in certain capacities, all of which equal the price of 1

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<sup>19</sup> The Laws of Lipit-Ishtar from Isin (ca. 1930 BCE) do not deal with sale, cf. ROTH 1997, 23-35; the sections q and r of the so-called Laws of X (ca. 2050-1800 BCE) are too fragmentary to get reliable information from, cf. ROTH 1997, 38.

<sup>20</sup> For the edited and translated text see ROTH 1997, 65.

<sup>21</sup> YARON 1988, 227-232; PETSCHOW 1968, 139. ROTH 1997, 65 with fn. 19 understands the section in the sense of a right to pre-emption within a partnership.

<sup>22</sup> WESTBROOK 1985, 109-111; YARON 1988, 232-234.

<sup>23</sup> PETSCHOW 1968, 139; YARON 1988, 227-235. ROTH 1997, 65 with fn. 20 (70) suggests with reference to WESTBROOK 1994 that the terms *ubarum*, *nap̄tarum* and *mudū* refer “to categories of persons outside of the common social and jural protective networks”.

<sup>24</sup> For the edited and translated text see ROTH (1997) 59. For measures and weights see POWELL 1987-1990, 497 and 509.

shekel of silver, whereas § 2 gives different amounts of grain as equivalents to the capacity of one *sila* (ca. 1 liter) of different articles. Both sections are usually understood as tariffs or maximum prices,<sup>25</sup> the parallelism of silver and grain as standards of value and media of exchange here is often explained with a shift from barter to a monetized economy between the Neo-Sumerian and the Old Babylonian period.<sup>26</sup> The function of these sections right at the very beginning of the laws, however, doesn't become clear by itself: The sections could have served as a kind of benchmark for the following sections that deal with hire – those would have to be understood as minimum rates then, in relation to the maximum prices of commodities,<sup>27</sup> the same function as a benchmark could also hold true in a more general sense, if we think of the sanctions for delicts in the LE and other law collections which are expressed as fines in weighed silver. The concept of maximum prices could also be seen in a further context of social measures, if we consider the law collections to be connected with social reforms and debt releases which were also carried into effect by the so-called *mīšarum*-acts, a phenomenon and category of legal literature we come back to only a little later. As all of these legal provisions are closely related to the idea of establishing justice as a universal principle with both political and cosmological dimensions and as a duty of the king, it seems justified to locate maximum prices as well in a context of social measures as it might similarly apply to standardizations of measures and weights as they are established e.g. in the prologue of the Laws of Ur-Namma (LU) from Ur around 2100 BCE.<sup>28</sup>

Altogether the legal framework for sale provided by the Laws of Eshnunna is, optimistically spoken, rather vague.

#### b) *Laws of Hammurabi*

The most prominent law collection of the Old Babylonian period is, of course, the Laws of Hammurabi (LH).<sup>29</sup> But also among their 282 sections substantial legal rules on sale are rather an exception: § 7 LH and §§ 9-13 LH deal with sale as far as lost property is concerned;<sup>30</sup> the analogy to § 40 LE is evident, although Hammurabi's laws are much more elaborated and give a

<sup>25</sup> GOETZE 1956, 32; PETSCHOW 1968, 135; YARON 1988, 106 f. and 224 f.

<sup>26</sup> KOROŠEC 1964, 87.

<sup>27</sup> YARON 1988, 225 f.

<sup>28</sup> Cf. LU A III 135-IV 149 and C I 11-21, ed. and transl. ROTH 1997, 16.

<sup>29</sup> For the edited and translated text see ROTH 1997, 46-140.

<sup>30</sup> The comprehension of the details is still difficult; for the discussion see KOSCHAKER 1917, 73-84 and DRIVER – MILES 1956, 82-105.

detailed procedure of a persecution of lost property with all possible eventualities. § 108 LH penalizes the fraudulent woman innkeeper who accepts only silver instead of grain for the price of beer and thereby reduces the value of beer in relation to the value of grain,<sup>31</sup> §§ 278, 279 LH apply to the warranty for quality and title of the sale of slaves,<sup>32</sup> whereas §§ 280, 281 refer to the purchase of slaves abroad and the possibilities of the former owner to release them.<sup>33</sup> The laws also show rates of hire and wages in §§ 268-277 LH,<sup>34</sup> but no tariffs or maximum prices. The extent of evidence for a legal framework of sale in the Laws of Hammurabi insofar doesn't go beyond the impression we got from the Laws of Eshnunna: The transaction of sale creates a protected legal position, if performed by means of proof as witnesses and contract (§§ 7, 9-13 LH) which of course has to be seen in the context of litigation. Furthermore the legal position of the buyer comprises certain claims of warranty for quality and title (§§ 278, 279 LH) to which the seller is correspondently liable. And again under certain conditions the effect of the transaction can be withdrawn (§§ 280, 281 LH).

As a legal framework in the sense of Max Weber's view of the legal order as a decisive factor of an economic system<sup>35</sup> these provisions may seem rather rudimental; applied to the transaction of sale as a fundamental economic activity they mark at least basic points outlining the scope of sale as an economic institution.

### 3.3 *mīšarum-acts (Edict of Ammi-šaduqa)*

The so-called *mīšarum-acts* were political measures by which the Old Mesopotamian kings established "justice" (akkad. *mīšarum*) in the sense of a social relief periodically, even though not in identical intervals,<sup>36</sup> and thus complied with their duty towards the gods.<sup>37</sup> They are documented in various forms, namely in letters, records and date-lists that refer to them,<sup>38</sup> yet the clearest evidence comes from several fragments of edicts from the Old Babylonian

<sup>31</sup> DRIVER – MILES 1956, 202-205.

<sup>32</sup> DRIVER – MILES 1956, 478-482.

<sup>33</sup> KOSCHAKER 1917, 85-100; DRIVER – MILES 1956, 482-490.

<sup>34</sup> DRIVER – MILES 1956, 469-478.

<sup>35</sup> See above fn. 6 f.

<sup>36</sup> This marks the difference to the Sabbatical and Jubilee year of the Bible; for the parallels see WESTBROOK 1995, 149-163.

<sup>37</sup> WESTBROOK 1995, 159 f.; PFEIFER 2012, 23 f.

<sup>38</sup> PFEIFER 2005, 178-182.

period of which the one of Ammi-šaduqa (1647-1626 BCE) is with respect to its relative completeness the most important.<sup>39</sup> Even though the edicts do not prove to have the generalizing character of the legal rules in the law collections they might be understood as normative in a broader sense: The core of the *mīšarum*-acts is the release from debt and the release from forced labor as a consequence of debt.<sup>40</sup> Thus their immediate institutional legal context is one of private interest-bearing loan as e.g. § 3 Ed. A-š<sup>41</sup> shows.

A reference to sale is made as part of the exception to the debt release in § 8 Ed. A-š.<sup>42</sup> Here four different forms of commercial transactions are exempted from the debt release; one of them is sale, indicated by the term *šīmum* (price, proceeds of a sale). The three other transaction forms have the character of an investment business in common; therefore it is more than likely that *šīmum* here alludes to sale against cash in advance which usually took the face of a loan.<sup>43</sup> The reason behind this provision seems to be a privilege of commercial business transactions,<sup>44</sup> whereas private interest-oriented transactions and their consequences were subjected to the social remedy of the edict. The impact of this exception on economic behavior should not be underestimated: Whereas the release of debts as such could hardly be foreseen and thus marks a factor of uncertainty for participants of the economic system,<sup>45</sup> the exceptional privilege from the debt release for commercial investment transactions minimizes the risk of the investors at least in this respect.

*mīšarum*-acts are insofar less significant for the legal framework of sale than rather for the general setting of economic activity.

#### 4. CORRESPONDENCE TO THE LEGAL FRAMEWORK IN TEXTS FROM THE ECONOMIC AND LEGAL PRACTICE

As mentioned before the legal practice of the Old Babylonian period is well documented in a vast number of records which certainly also holds true of the institution of sale. If we ask for correspondence of this legal and economic

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<sup>39</sup> For an overview of Old Mesopotamian legal acts see KRAUS 1984, 14-110.

<sup>40</sup> PFEIFER 2012, 22.

<sup>41</sup> For the edited and translated text see KRAUS 1984, 170 f.

<sup>42</sup> For the edited and translated text see KRAUS 1984, 174 f.

<sup>43</sup> PFEIFER 2005, 181 with fn. 18.

<sup>44</sup> For the privilege of business in the context of the palace (§§ 10-12 Ed. A-š) see KRAUS 1984, 215-235.

<sup>45</sup> PFEIFER 2013, 262 and 264 f.



practice to the (admittedly rather small) evidence of a legal framework provided by normative texts there are two aspects of increased interest: prices and legal positions.

Albrecht Goetze has shown that the tariffs of the Laws of Eshnunna more or less correspond to the prices we find in contracts of sale from the Ur III period, whereas contracts from the time of Ḫammurabi show comparatively a rise of most prices.<sup>46</sup> As the Laws of Ḫammurabi don't deliver any tariffs or maximum prices of sale, the evidence of a correspondence of the legal practice to the legal framework from Goetze's analysis remains questionable in the context of our topic. A good example for the rather "free" formation of prices gives the tablet VS 8, 81/82.<sup>47</sup> Here the commissioner Adad-rē'um is bound to sell the received quantity of paint at the *kārum* of Eshnunna, whereas the principal Sin-iqīšam takes the risk or chance to lose or make profit as he is obliged to pay a fixed price of 4.5 shekels of silver. Despite of the definite meaning of *kārum*, in particular the question, if the term describes a market in a technical sense or not,<sup>48</sup> the record makes clear that tariffs or maximum prices were at least not always taken into account.

In respect of legal positions the composition of sale contracts shows the decisive elements of the transaction: performance of object of sale and price, warranty of title and warranty of quality are the crucial points of interest that are recorded.<sup>49</sup> An example for this practice can be found in the sale of slaves in TD 156:<sup>50</sup> ll. 15-19 and in particular the phrase *kīma šimdat šarrim izzazu* suggest that the clauses refer to the provisions given in §§ 278 and 279 LH, a fact which has given rise to an intense discussion.<sup>51</sup> Still, the question remains – and maybe will never be answered satisfactory –, if the law collections merely depicted the legal practice as such or had a decisive impact on it. But taken into account that – not only according to Max Weber<sup>52</sup> – the legal order consists as well of positive rules as of customary law which is documented by the legal practice, we have clear evidence that the transaction of sale was

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<sup>46</sup> GOETZE 1956, 30, supporting there the dating of the LE close to the Ur III period.

<sup>47</sup> = VAB 5, 44 = HG 4, 877; for the edited and translated text see LEEMANS 1960, 86.

<sup>48</sup> Cf. RENGER 1993, 109.

<sup>49</sup> WESTBROOK 2003, 400 f. The general character of Old Babylonian sale as a cash transaction as assumed by SAN NICOLÒ 1974, 7 f., should be modified with respect to the legal practice; cf. WESTBROOK 2003, 401 f. and for the achaemenid period PFEIFER 2010, 145-149.

<sup>50</sup> = VAB 5, 85 = HG 5, 1155. Another example, even though not in the context of sale, gives the tablet BM 97067, recently published by VEENHOF 2012, 627 f.

<sup>51</sup> See WESTBROOK 2003, 401 with fn. 124 and the literature cited there.

<sup>52</sup> See above fn. 8.

regarded as effective and created valid legal positions. This impression is confirmed by the large number of litigation documents concerning sales, which mainly refer to the vindication of sold commodities, in most cases land and houses, of which the tablet TCL 1, 157 gives a good example.<sup>53</sup> The litigation documents show that the formalities of the sale contracts, in particular witnesses and the record itself,<sup>54</sup> enabled the parties to prove and thus assure their legal positions in the trial.<sup>55</sup>

## 5. CONCLUSION

Normative texts and texts from the legal practice of the Old Babylonian period don't hand us an elaborated "law of sale" in a modern sense or even in the forms we know from the Roman world.<sup>56</sup> The extent of the legal framework of the economic institution of sale refers to rather basic points of interest, even though there is no doubt about the effectiveness of the transaction in principal. Therefore the control and allocative function of law for the economic behavior in this context has to be described as limited. At the same time it becomes obvious that, regardless of the question, if the Old Babylonian economy worked on the basis of market principles or not, the economic system was not an unlimited and unrestricted apparatus of its own. In fact the consequences of this – from a modern point of view – rather liberal economic system that potentially endangered social and political stability and peace were managed by normative measures such as release of debts and of forced labor which applied to sale as much as to other economic activities. This management of social, economic and legal aspects of community is closely connected to the idea of justice as a universal concept<sup>57</sup> – which today is as up to date as back then.

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<sup>53</sup> On this text see recently PFEIFER 2015.

<sup>54</sup> WESTBROOK 2003, 399.

<sup>55</sup> On the further question of conditions and effects of the judgment see recently PFEIFER 2015.

<sup>56</sup> For this general result also cf. (related to the LH) PETSCHOW 1957-1971, 268 and KOROŠEC 1964, 122.

<sup>57</sup> PFEIFER 2012, 32.

## TEXTS

### *Laws of Eshnunna*

- § 1 LE (A I 8-17)
- |   |  |
|---|--|
| <i>1 kur še'um ana 1 šiḡil kaspim</i>         | 300 silas of barley for 1 shekel of silver             |
| <i>3 qa šaman rūštim ana 1 šiḡil kaspim</i>   | 3 silas of fine oil – for 1 shekel of silver           |
| <i>1 (sūt) 2 qa samnum ana 1 šiḡil kaspim</i> | 12 silas of oil – for 1 shekel of silver               |
| <i>1 (sūt) 5 qa nāḥum ana 1 šiḡil kaspim</i>  | 15 silas of lard – for 1 shekel of silver              |
| <i>4 (sūt) ittūm ana 1 šiḡil kaspim</i>       | 40 silas of bitumen – for 1 shekel of silver           |
| <i>6 mana šipātum ana 1 šiḡil kaspim</i>      | 360 shekels of wool – for 1 shekel of silver           |
| <i>2 kur ṭabtum ana 1 šiḡil kaspim</i>        | 600 silas of salt – for 1 shekel of silver             |
| <i>1 kur uḫūlum ana 1 šiḡil kaspim</i>        | 300 silas of potash – for 1 shekel of silver           |
| <i>3 mana erūm ana 1 šiḡil kaspim</i>         | 180 shekels of copper – for 1 shekel of silver         |
| <i>2 mana erūm epšum ana 1 šiḡil kaspim</i>   | 120 shekels of wrought copper – for 1 shekel of silver |
- § 2 LE (A I 18-20)
- |   |   |
|---|---|
| <i>1 qa šamnum ša nišḡatim 3 (sūt) še'ušu</i>     | 1 sila of oil, extract (?) – 30 silas is its grain equivalent   |
| <i>1 qa nāḥum ša nišḡatim 2 (sūt) 5 qa še'ušu</i> | 1 sila of lard, extract (?) – 25 silas is its grain equivalent  |
| <i>1 qa ittūm ša nišḡatim 8 qa še'ušu</i>         | 1 sila of bitumen extract (?) – 8 silas is its grain equivalent |
- § 38 LE (A III 23-25, B 7-9)
- |  |   |
|--|---|
| <i>šumma ina atḫi ištēn zittašu ana kaspim inaddin u aḫušu šāmam ḥašeḫ qablīt šānim umalla</i> | If, in a partnership, one intends to sell his share and his partner wishes to buy, he shall match any outside offer |
|--|---|
- § 39 LE (A III 25-27, B III 10-11)
- |   |   |
|---|---|
| <i>šumma awīlum tnišma bīssu ana kaspim ittadin ūm šājimānum inaddinu bēl bītim ipaṭṭar</i> | If a man becomes impoverished and then sells his house, whenever the buyer offers it for sale, the owner of the house shall have the right to redeem it |
|---|---|
- § 40 LE (A III 28-29, B III 12-13)
- |   |  |
|---|--|
| <i>šumma awīlum wardam amtam alpam u šīmam mala ibaššū išamma nādinānam la ukīn šūma šarrāq</i> | If a man buys a slave, a slave woman, an ox, or any other purchase, but cannot establish the identity of the seller, it is he who is a thief |
|---|--|
- § 41 LE (A III 30-31, B III 14-16)
- |   |   |
|---|---|
| <i>šumma ubarum napṭarum u mudū šikaršu inaddin sābītum maḫīrat illaku šikaram inaddinšum</i> | If a foreigner, a <i>napṭaru</i> , or a <i>mudū</i> wishes to sell his beer, the woman innkeeper shall sell the beer for him at the current rate. |
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## *Laws of Hammurabi*

### § 7 LH (VI 41-56)

*šumma awīlum lu kaspam lu ḥurāšam lu wardam lu amtam lu alpam lu immeram lu imēram ulu mimma šumšu ina qāt mār awīlim ulu warad awīlim balum šībī u riksātīm ištām ulu ana maššarūtīm imḥur awīlum šū šarrāq iddāk*

If a man should purchase silver, gold, a slave, a slave woman, an ox, a sheep, a donkey, or anything else whatsoever, from a son of a man or from a slave of a man without witnesses or a contract – or if he accepts the goods for safekeeping – that man is a thief, he shall be killed

### § 9 LH (VI 70-VII 47)

*šumma awīlum ša mimmūšu ḥalqu mimmāšu ḥalqam ina qātī awīlim iṣṣabat awīlum ša ḥulqum ina qātīšu šabtu nādinānummi iddinam maḥar šībīmi ašām iqtabi u bēl ḥulqim šībī mudē ḥulqijami lublam iqtabi šājimānum nādin iddinušum u šībī ša ina maḥrišunu išāmu itbalam u bēl ḥulqim šībī mudē ḥulqišu itbalam dajānū awātišunu immaruma šībū ša maḥrišunu šimūm iššāmu u šībū mudē ḥulqim mudāssunu maḥar ilim iqabbūma nādinānum šarrāq iddāk bēl ḥulqim ḥuluqšu ileqqe šājimānum ina bīt nādinānim kasap iṣṣgulu ileqqe*

If a man who claims to have lost property then discovers his lost property in another man's possession, but the man in whose possession the lost property was discovered declares, "A seller sold it to me, I purchased it in the presence of witnesses," and the owner of the lost property declares, "I can bring witnesses who can identify my lost property." (and then if) the buyer produces the seller who sold it to him and the witnesses in whose presence he purchased it. and also the owner of the lost property produces the witnesses who can identify his lost property – the judges shall examine their cases, and the witnesses in whose presence the purchase was made and the witnesses who can identify the lost property shall state the facts known to them before the god. then it is the seller who is the thief, he shall be killed; the owner of the lost property shall take his lost property, and the buyer shall take from the seller's estate the amount of silver that he weighed and delivered

### § 10 LH (VII 48-61)

*šumma šājimānum nādinān iddinušum u šībī ša ina maḥrišunu išāmu la itbalam bēl ḥulqimma šībī mudē ḥulqišu itbalam šājimānum šarrāq iddāk bēl ḥulqim ḥuluqšu ileqqe*

If the buyer could not produce the seller who sold (the lost property) to him or the witnesses before whom he made the purchase, but the owner of the lost property could produce witnesses who can identify his lost property, then it is the buyer who is the thief, he shall be killed; the owner of the lost property shall take his lost property

§ 11 LH (VII 62-VIII 3)

*šumma bēl ḥulqim šībī mudē ḥulqišu la itbalam sār tuššamma iddi iddāk*

If the owner of the lost property could not produce witnesses who can identify his lost property, he is a liar, he has indeed spread malicious charges, he shall be killed

§ 12 LH (VIII 4-13)

*šumma nādinānum ana šīmtim ittalak šājimānum ina bīt nādinānim rugummē dīnim šuāti adi ḥamšīšu ileqqe*

If the seller should go to his fate, the buyer shall take fivefold the claim for that case from the estate of the seller

§ 13 LH (VIII 14-24)

*šumma awīlum šū šībūšu la qerbu dajānū adannam ana šeššet warḥī išakkanušumma šumma ina šeššet warḥī šībīsu la irdiam awīlum šū sār aran dīnim šuāti ittanašši*

If that man's witnesses are not available, the judges shall grant him an extension until the sixth month, but if he does not bring his witnesses by the sixth month, it is that man who is a liar, he shall be assessed the penalty for that case

§ 278 LH (XLVI 58-66)

*šumma awīlum wardam amtam išāmma waraḥšu la imlāma benni elišu imtaqut ana nādinānišu utārma šājimānum kasap išqulu ileqqe*

If a man purchases a slave or slave woman and within his one month period epilepsy then befalls him, he shall return him to his seller and the buyer shall take back the silver that he weighed and delivered

§ 279 LH (XLVI 67-71)

*šumma awīlum wardam amtam išāmma baqrī irtaši nādinānšu baqrī ippal*

If a man purchases a slave or slave woman and then claims arise, his seller shall satisfy the claims

§ 280 LH (XLVI 72-87)

*šumma awīlum ina māt nukurtim wardam amtam ša awīlim ištām inūma ina libbū mātim ittalkamma bēl wardim ulu amtim lu warassu ulu amassu ūteddi šumma wardum u amtum šunu mārū mātim balum kaspimma andurāršunu iššakkan*

If a man should purchase another man's slave or slave woman in a foreign country, and while he is traveling about within the (i.e., his own) country the owner of the slave or slave woman identifies his slave or slave woman – if they, the slave and slave woman, are natives of the country, their release shall be secured without any payment

§ 281 LH (XLVI 88-96)

*šumma mārū mātim šanītīm šājimānum ina maḥar ilim kasap išqulu iqabbīma bēl wardim ulu amtim kasap išqulu ana tamkārim inaddinma lu warassu lu amassu ipaṭṭar*

If they are natives of another country, the buyer shall declare before the god the amount of silver that he weighed, and the owner of the slave or slave woman shall give to the merchant the amount of silver that he paid, and thus he shall redeem his slave or slavewoman

*Edict of Ammi-šaduqa*

§ 3 Ed. A-š (B I 8'-17', A Rs. 1'-2')

B I 8'	[ša š]e-am ù kù.babbar <sup>am</sup>	[Who b]barley or silver
9'	[a-na lú ak-k]a-d[i]-i ù lú a-mu-ur-ri-i	[to a man from Akk]ad[e] or a man from Amurru
10'	[x x x x m]áš ú-lu a-na me-el-qé-tim	[..... i]nterest or for “receipt”
11'	[x x x x x x] x a id-di-nu-ma	[.....] ... has given and
12'	[du]b-[p]a-a[m ú-š]e-zi-bu	a [in]st[ru]me[n]t has had issu[ed];
13'	aš-šum šar-rum [mi-š]a-ra-am	because the king [ju]stice
14'	a-na ma-tim iš-ku-nu	for the land has reestablished,
15'	dub <sup>pa</sup> -šu ħe-pi	his instrument is broken.
16'	še-am ù kù.babbar a-na pí-i dub-pí-ma	Barley or silver according to the wording of his instrument
17'	ú-ul ú-ša-ad-da-an	he will not collect.

§ 8 Ed. A-š (B III 1-6)

B III 1	lú ak-ka-du-ú ù lú a-mu-ur-ru-ú	A man from Akkade or a man from Amurru,
2	ša še-am kù.babbar ù bi-ša-am	who barley, silver or merchandise
3	a-na ši-m[i]-im a-na kaskal a-na tab.ba	as purchase [pri]ce, for a <i>ħarrānu</i> -business, for a company
4	ù ta-ad-mi-iq-tim il-q[ú]-ú	or as non-interest-bearing loan has ta[ke]n,
5	dub-pa-šu ú-ul iġ-ħe-ep-pí	his instrument will not be broken up,
6	a-na pí-i ri-ik-sa-ti-šu i-na-ad-di-in	according to the wording of his agreement he will give.

*Prices of commodities (Goetze 1956, 30)*

1 šekel of silver	barley	wool	copper	oil
<i>Ur III (contracts)</i>	1 kur	10 minas	2-2.5 minas	9-15 qa
<i>Eshnunna (tariffs)</i>	1 kur	6 minas	2-3 minas	12 qa
<i>Ḫammurabi (contracts)</i>	0.5-0.6 kur	5 minas	-	9-10 qa

(1 šekel

ca. 8,3 g; 1 mina

60 šekel

ca. 500 g; 1 qa (sila)

ca. 1 l; kur

300 qa (sila)

ca. 300 l)

VS 8, 81/82 (VAT 1490 A-B) – tablet –

obv. 1	1 gún 30 ma.na <i>ši-im-tum</i> ki <sup>d</sup> zuen- <i>i-qí-ša-am</i> <sup>l</sup> d <sup>i</sup> škur-sipa	1 talent 30 minas of paint has from Sîn-iqišam Adad-rē'ûm
5	šu-ba-an-ti <i>ki-ma</i> kar <i>èš-nun-na</i> <sup>ki</sup>	received. According to the market(price) of Eshnunna
rev.	kù.babbar ì-la-e ù 4 1/3 gín kù.babbar	he (Adad-rē'ûm) will pay silver And 4 1/3 shekels of silver
10	<i>i-na ša-la-mi-šu</i> ì-la-e igi 30- <i>i-din-nam</i> dumu dingir- <i>šu-a-bu-šu</i> <sup>im</sup> [xxx]	on his safe return he (Sîn-iqišam) will pay. Before Sîn-idinnam, son of Išū-abušu.
15	mu <i>am-mu-ra-pí</i> <sup>(1)</sup> lugal	In the month of [xxx], year “Ḫammurabi became king”

TD 156 (AO 4499), ll. 15-19

15	[...] itu 1 <sup>kám</sup> <i>be-en<sub>6</sub>-n[u]</i> 3 u <sup>mi</sup> <i>te-eb-i-tum</i> <i>a-na ba-aq-ri-šu</i> <i>ki-ma ši-im-da-at šar-ri</i> <i>iz-za-a-a[z-z]u</i> [...]	One month for <i>bennu</i> -disease, 3 days for investigation, (and) for vindication according to the royal decree they will be responsible
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TCL 1, 157 (AO 4657)

Vs. 1

2

3

[1 sar é  
šà 2sar é]

„[1 Sar Hausgrundstück,  
gehörend zu 2 Sar Hausgrundstück]

4-8

*Vermerk über vorausgegangene Veräußerungen*

9

1sar é šu-[a-ti ...]

– di[eses] 1 Sar Hausgrundstück

10-12

*Lagebeschreibung*

13

*it-ti dingir-ša-ḫé.gál nu.gig  
dumu<sup>mi</sup> <sup>dé</sup>-a-illat-sú*

hat von Iluša-ḫegal, der *qadištu*,  
der Tochter des Éa-ellasu,

14

*a-n[a] 1[5] gín kù.babbar  
[be-le-sú-nu lukur <sup>d</sup>amar].utu  
aš-ša-ti*

fü[r] 1[5] Šekel Silber  
[die Bēlessunu, die *nadītu* des Mard]uk,  
meine Ehefrau,

15

*dumu<sup>mi</sup> [...]*

die Tochter des [...]

16

*i-na mu am-mi-d[i-ta-na ...] ...  
iš-ša-am-ma*

im Jahr, als Ammi-d[itana ...] ...,  
gekauft, und

17

*k[a]-ni-ik  
ši-ma-[tim lu e]l-qí*

ich habe die gesiegelte U[rk]unde  
des Kau[fs gewiss ge]nommen

18

*ù a-na ši-b[u]-tim  
<sup>l</sup>i-lí-i-qí-ša dumu-ša*

und zum Zeu[gn]is habe ich  
den Ili-iqīša, ihren Sohn,

19

*ša 2 sar é  
ḫa.la-šu il-qú-ú  
ú-ša-ak-ni-ik*

der die 2 Sar Hausgrundstück  
als seinen Erbteil genommen hatte,  
siegeln lassen.

20

*i-na-an-na dingir-ša-ḫé.gál  
nu.gig dumu<sup>mi</sup> <sup>dé</sup>-(a-)illat-sú*

Jetzt hat Iluša-ḫegal,  
die *qadištu*, die Tochter des Éa-ellas-  
su,

21

*ša k[a]-ni-ik ši-ma-tim ik-nu-  
kam*

welche die U[rk]unde des Kaufs  
gesiegelt hatte,

22

*1sar é šu-a-ti ip-ta-aq-ra-an-ni*

dieses 1 Sar Hausgrundstück von mir  
ergriffen.“

23

*ki-a-am iq-bi-i-ma*

So sprach er und

24

*dingir-ša-ḫé.gál nu.gig  
dumu<sup>mi</sup> <sup>dé</sup>-a-illat-sú*

Iluša-ḫegal, die *qadištu*,  
die Tochter des Éa-ellasu,

25

*ki-a-am i-pu-ul [u]m-ma ši-ma*

so antwortete sie [wi]e folgt: „Den  
Kaufpreis

26

*1sar é  
šà 2sar é*

für 1 Sar Hausgrundstück,  
gehörend zu 2 Sar Hausgrundstück,

27

*ša [i]t-ti be-le-sú-nu lukur  
<sup>d</sup>za-ba-ba a-ša-mu*

das ich [v]on Bēlessunu, der *nadītu*  
des Zababa, gekauft hatte,

28

*a-n[a] 1[5] gín kù.babbar a-na  
be-le-sú-nu lukur <sup>d</sup>amar .utu*

fü[r] 1[5] Šekel Silber der  
Bēlessunu, der *nadītu* des Marduk,

29

*[aš-ša-a]t ad-di-li-ib-lu-ut  
ad-di-in-ma*

der [Ehefra]u des Addi-libluṭ  
habe ich es verkauft und



30	1[5] gín kù.babbar [ú-u]l id-di-nu-nim	1[5] Šekel Silber haben sie mir nicht gegeben.“
31	ki-a-am i-pu-ul	Dergleichen antwortete sie.
32	di.ku <sub>5</sub> <sup>mes</sup> dingir-ša- ħé.gál lú <sup>mes</sup> ši-bi	Die Richter haben von Iluša-ħegal Männer als Zeugen (dafür),
33	ša lukur be-le-sú-nu	dass die <i>nadītu</i> Bēlessunu
34	kù.babbar la id-di-nu-ši-im ú lu-ma ħi-ša-am ša a-na ĩb.tag <sub>4</sub> kù.babbar iz-bu-ši	das Silber ihr nicht gegeben hat, oder doch einen Schuldschein, den sie ihr für den Rest des Silbers aus- gestellt hat,
35	i-ri-šu-ši-ma ú-ul i-ba-aš-šu-ú-ma	verlangt, aber sie (d.h. die Zeugen und der Schuld- schein) existieren nicht und
36	ú-ul ub-lam	sie (d.h. Iluša-ħegal) hat (sie) nicht herbeigebracht.
37	<sup>1</sup> ad-di-li-ib-lu-uṭ-ma	Addi-libluṭ aber hat
38	ka-ni-ik 1 sar é ub-lam	eine gesiegelte Urkunde über das 1 Sar Hausgrundstück herbeigebracht
39	di.ku <sub>5</sub> <sup>mes</sup> iš-mu-ú	Die Richter haben (ihren Wortlaut) gehört.
40	lú <sup>mes</sup> ši-bi ša i-na ka-ni-ki ša-aṭ-[ru]	Als die Zeugen, die auf der gesiegelten Urkunde geschrie[ben] waren,
41	i-ša-lu(!)-ma	sie sie befragten und,
Rs.	ki-ma 15 gín kù.babbar šám	dass 15 Šekel Silber als Kaufpreis für
42	1 sar é.[dù.a]	1 Sar [bebautes] Hausgrundstück
43	<sup>1</sup> dingir-ša-ħé.gál il-quí-ú ši-bu-us-s[ú]-n[u]	Iluša-ħegal genommen habe, als ihr Zeugnis
44	ma-ħar di.ku <sub>5</sub> <sup>mes</sup>	vor den Richtern
45	a-na pa-ni dingir-ša-ħé.gál	der Iluša-ħegal ins Angesicht
46	iq-bu-ú-ma	sagten,
46	dingir-ša- ħé.gál a-an-nam i-pu-ul	hat Iluša-ħegal (es) zugegeben.
47	di.ku <sub>5</sub> <sup>mes</sup> a-wa-ti-šu-nu i-mu-ru- ma	Die Richter haben ihre Angelegenheit geprüft und
48	<sup>1</sup> dingir-ša-ħé.gál nu.gig du- mu <sup>mi</sup> <sup>d</sup> é-a-illat-sú	der Iluša-ħegal, der <i>qadištu</i> , der Tochter des Éa-ellassu,
49	aš-šum <sup>za</sup> kišib <sup>ki</sup> -ša ú-pá-aq-qí-ru	weil sie ihr Siegel abgeleugnet hat,
50	ar-nam i-mi-du-ši	ihr eine Strafe auferlegt
51	ù tup-pi la ra-ga-mi-im	und diese Urkunde des Nichtklagens
52	an-ni-a-am ú-še-zi-bu-ši	haben sie sie ausstellen lassen:
53	u <sub>4</sub> .kur.šè <sup>im</sup> 1 sar é.dù.a	„In Zukunft werden bezüglich 1 Sar bebautes Hausgrundstück,

54-57

*Lagebeschreibung*

58	š <i>i</i> -ma-at be-le-sú-nu lukur <sup>d</sup> a- mar.utu	gekauftes Gut der Bēlessunu, der <i>nadītu</i> des Marduk,
59	aš-ša-at ad-di-li-ib-lu-uṭ	Ehefrau des Addi-libluṭ,
60	ṽdingir-ša-ḫé.gál dumu <sup>meš</sup> -ša aḫ-ḫu-ša	die Iluša-ḫegal, ihre Söhne, ihre Brüder,
61	ù ki-im-ta-ša a-na be-le-sú-nu	oder ihre Familie gegen die Bēlessunu
62	ù ad-di-li-ib-lu-uṭ mu-ti-ša	und Addi-libluṭ, ihren Ehemann,
63	ú-ul i-[r]a-ag-ga-mu	nicht klagen,
64	mu <sup>d</sup> amar.utu ù am-mi-di-ta-na šar-ri	haben sie bei Marduk und Ammi- ditana, dem König,
65	in.pà.dè <sup>meš</sup>	geschworen.“

66-74

*Namen von 8 Richtern und des „Bürgermeisters“*

75-76

*Kontrollvermerk zweier Archivare*

l. Rd.

*11 Siegel*

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