

CHAPTER TWO  
TERMS OF SATISFACTION IN CONVEYANCE

I. THE TEXTS

A. *The Term* *tyb lbby* in *Litigation*-*mrḥq* <sup>1)</sup>

1) *AP* 20 (420 B.C.)

Menaḥem and Ananiah, sons of Meshullam, sued Yedoniah and Maḥseiah, sons of Ašor and Mibṭaḥiah, concerning goods which had been deposited—either as a pledge or as a loan—with Ašor by Shelomem, their grandfather. The plaintiffs declared that the goods were not returned. The defendants then satisfied the hearts of the plaintiffs with/concerning the goods. The plaintiffs thereupon relinquished all further claims to the goods.

(8) . . . *w'nt ydnyh wmkšyh bny 'šw'w hwṭbtm lbbn b'lk nksy'* (9) *wtyb lbbn bgw mn [ywm]' znh 'd 'lm 'nh mnḥm w'nyh rhyqn 'nhnh mnk* (10) *mn ywm' znh 'd 'lm l['] nkhl 'nhnh wbnyn . . .* (11) . . . *l' ykhlwn yršw[nk]m . . . dyn wdbb*

(8) . . . “And you Yedoniah and Maḥseiah, sons of Ašor, have satisfied our hearts with/concerning) these goods (9) and our heart is satisfied therewith from this [day] forever. <sup>2)</sup> I, Menaḥem and Ananiah—we are

<sup>1)</sup> The term *hwṭbt/tyb lbby* is not used in the transfer-*mrḥq* deed; cf. above, p. 25.

<sup>2)</sup> The position of the clause “from this day forever” is subject to some disagreement. Cowley divided the clauses in the following manner: “From this day forever, I, Menaḥem and Ananiah—we renounce all claim on you. (10) From this day forever, we shall have no power . . . to bring against you . . . suit or process.” This division does not seem correct since, as far as I can tell, this clause does not introduce the main constitutive verbs and clauses but rather follows them: (10) . . . *zbn wyhbn* (11) *lk wḥqn mnk mn ywm' znh w'd 'lmm* “We have sold and transferred (it) (11) to you and have removed ourselves from it (i.e., the house) from this day and forever.” (*BP* 3; so Kraeling). Or, (8) . . . *brty šlyṭh bh mn ywm' znh «znh» 'd 'lm* (8) “My daughter owns it from this day forever” (*BP* 10). I therefore prefer to read in *AP* 20, “My heart is satisfied from this (this!) day forever; I Menaḥem and Ananiah—we renounce all claim (we are removed) from you (10) from this day forever. We will not be able, etc.”

If this reading is correct, the terms *tyb lbby*, *rḥqt* and the transfer/investiture clause all employ the phrase “from this day forever” in exactly the same way; the three terms all describe legal states which begin “from this day” and continue “forever.” E.g., “My heart is satisfied/I remove myself/You are (now) owner—from this day forever.” Thus, the “satisfaction” of the seller’s heart, like his relinquishment, is not a feeling of the moment but a state of mind which is to continue for all times; if the seller is not satisfied in the future, the transaction is not final. Cf. the discussion below.

The following should also be noted: the exact semantic parallel of the Aramaic clause has not yet been located. However, the two elements (a) “from this day” and (b) “forever” are found in the Ras Shamra Akkadian (a) *ištu ūmi anni* and (b)

'removed' <sup>1)</sup> from you (10-11) from this day forever. We are not able nor are our children . . . able to institute <sup>2)</sup> against you . . . formal process." <sup>3)</sup>

*ana dārīti* (cf. *PRU* III, 16.353 and *passim*; see also Yaron's comments in "Aramaic Marriage Contracts from Elephantine," *JSS*, 3 (1958), p. 30). Even though the individual Akkadian and Aramaic terms are virtually identical, each tradition combines these elements into different syntactical structures: the Aramaic combines the two terms into one organic unit "from this day and forever" while the Akkadian does not. For a discussion of nonlegal Ugaritic and Biblical examples of the organic usage of "from this day and forever," cf. S. Loewenstamm, "Notes on the Alalakh Tablets," *IEJ*, 6 (1956), p. 222. To this list should be added *PRU* IV 17.353: 4 *ištu ūmi annī ina arki ūmi*. For the possible relationship between this clause and contemporary Egyptian deeds, cf. Alt, *Kleine Schriften*, III, pp. 155 ff. Finally, it should be noted that the sale of land *ana dārītim* "for all times" was quite common in Susa. Cf. *MDP* XXIV 349: 9; *ibid.* 351: 7 and *passim*.\*

<sup>1)</sup> The meaning of the term *rḫqt* "I have removed myself" will be discussed below. In brief, the term expresses any relinquishment of rights by a former right-holder or any cessation of claims by a litigant.

<sup>2)</sup> The terms *grh* and *ršh* are virtual synonyms in the Aramaic documents. Furthermore, they are the cognates of the Akkadian *gerū* and *rašū* (cf. *AP*, p. xxix). Even though the roots *grh* and *ršh* may well belong to the indigenous lexical stock of Aramaic (so Kutscher, *New Aramaic Texts*, p. 238), nevertheless, their terminological use within stereotyped legal clauses is probably based on cuneiform models. Although the OB *rašū* is etymologically identical with the Aramaic *ršh*, the two terms differ in respect to their specific syntactical usage: the Aramaic *ršh* (and its synonym *grh*) both take a double object (*l' ḡrnk/ršnk dyn wdbb* "I will not institute a formal suit against you"); the Akkadian term—at least in its OB usage—does not take an object (cf. *Schlussklauseln*, p. 44, n. 8). However, the Aramaic usage does have definite cuneiform prototypes: the OB deeds from Alalakh contain a clause which anticipates most of the lexical and syntactical features of the Aramaic. *AT*\* 11: 25 ff. reads: *ša ū-ra-am še-ra-a[m]* (26) *aš-[šum a]Na-aš-tar-bi* [k<sup>i</sup>] (27) *a-na Ya-ri-im-lī-im di-nam i-gi-ir-ru-ū* "Whoever in the future (= Aramaic *mhr w ywm ḡhrn* "tomorrow or some other day") shall sue Yarīm-Līm in a suit concerning the city of Naštari" Both the Aramaic *grh* and the Akkadian *gerū* take personal indirect objects (Aramaic: *l' ḡrnk* "I will not sue you"; Akkadian: *ana Yarīm-līm . . . igerrū* "shall sue Yarīm-Līm") and impersonal direct objects (Aramaic: *l' ḡrnk dyn wdbb* "I shall not institute against you a formal process"; Akkadian *dīnam igerrū* "[whoever] institute a process"). There is one other point of correspondence between the Aramaic and the Akkadian. Kutscher (*New Aramaic Texts*, p. 242) had noted the equivalence of Aramaic *bšm* with Akkadian *aššum*, both with the meaning "concerning." Kutscher's theoretical equation is now confirmed by a comparison of the Akkadian *aššum Naštari* "concerning Naštari" with *AP* 20: 12 *b[šm] nksn wksp* "(No one shall institute a formal process) concerning/ in the matter of goods and money." Cf. also *AP* 8: 12; 13: 9; 14: 8.

In the Aramaic usage, the direct object is *dyn wdbb*, while the Akkadian usage only contains the first element—*dīnam*. However, this particular aspect of the Aramaic usage is already anticipated by the NA phrase: *ša elānni dēnu dabābu itti PN igarrūni iqabbūni kaspu lā gammur bitu kirū lā apil* "Whoever rises up (seeking) to institute a formal suit against PN saying: 'The money was not paid completely; the house and the garden were not paid for'" (*ARU* 163 and *passim*). The Aramaic *l' ḡrnk dyn wdbb* thus equals NA *ša . . . dēnu dabābu itti PN igarrūni*. The only difference between the two clauses is that the Aramaic is subjectively formulated, while the Akkadian is objectively formulated.\*

<sup>3)</sup> *dyn wdbb*: lit. "suit and process." The expression is a hendiadys and is therefore

2) *AP 14* (441 B.C.)

Mibṭaḥiah was obligated by the court to clear herself by a purgatory oath concerning the goods she had held in common with her ex-husband, the Egyptian, Pi'. Pi' declared himself "satisfied" by the oath and thereupon relinquished all claims to the contested property.

(4) . . . 'dyn mwm'h (5) mṭ'h 'lyky wym'ty ly 'lyhm bsty 'lth wtyb lbb (6) bmmw'h dk' zy 'bdty ly 'l nksy' 'lky wrhqt mnky mn (7) ywm' znh w'd 'lm l' 'khl 'grnky dyn wdbb

"... Then an oath (5) was imposed<sup>1)</sup> upon you and you swore to me concerning them by Sati, the goddess, and my heart was satisfied (6) with that oath which you took for me concerning those goods of yours; and I hereby<sup>2)</sup> remove myself from you from (7) this day for ever. I will not be able to sue you in a formal process."

3) *AP 6* (465 B.C.)

Dargaman raises a claim against Maḥseiah concerning a plot of land. The latter satisfied the heart of Dargaman with an oath of purgation.

(II) . . . ym't ly byhw whwtbt (I2) lbb 'l 'rq' zk l' 'khl 'grnk dyn wdbb

(II) "... You took an oath for me by *Yhw* and satisfied (I2) my heart concerning this land; I will not be able to sue you in a formal process."

4) *AP 67* (date not preserved)—fragment no. 5 preserves the following sequence:

translated as a "formal suit." For a study of hendiadys in Hebrew, cf. E. Z. Melamed, "Hendiadys in the Bible" *Tarbiz*, 16 (1945), pp. 173 ff. Cf. also by the same author, *Break-up of Stereotype Phrases*.

<sup>1)</sup> *mṭ'*: lit. "to reach, to arrive." The concept "to impose (an oath) on someone/ to obligate (to take an oath) is also expressed in Elephantine Aramaic by the verb *ṭ'n*, lit. "to load." Cf. *AP 6*: 6 *wṭ'nwk ly mwm'h lmmw'* "And they (the judges) obligated you to take an oath on my behalf." This use of *ṭ'n* seems to be a loan-translation from the Akkadian *emēdu* "to load/ to force to take an oath." (Cf. *MDP XXIII 393*: 13) The Elephantine term is probably the prototype of the Rabbinic *ṭā'an* "to raise an objection" and *ṭā'ūn* "in need of" which are both based on the metaphor of lading: cf. the antonym of *ṭā'an*, *pāraq* "to unload." Contrast Kutschler, *New Aramaic Texts*, p. 238 who derives the terms from the metaphor of piercing (cf. the Arabic *ṭā'ana*).

<sup>2)</sup> In Biblical Hebrew—and probably also in West Semitic in general—verbs in the first person perfect often have a present perfect aspect and should be translated: "I hereby . . ." Cf. the discussion of Driver, *Tenses*, pp. 15-17. This phenomenon was noted by several of the Jewish commentators of the Middle Ages; cf. the comments of Rashbam to Gen. 23:11 and those of Rashi to Gen. 14: 22.

]wṭyb lbb[y  
 ]rḥqt mnk mn y[wṁ' znh  
 ]'yš ly <l' > ygrnk d[yn

"And [my] heart is satisfied . . . I hereby remove myself from you from [this d]ay [. . .] <no > one of mine will sue you in a pro[cess]."

5) *BP 1* (451 B.C.)

Mika raised a claim against the *hyr/d*<sup>1)</sup> of Ananiah son of Azariah. The defendant paid a sum of money to the plaintiff, and thereupon the plaintiff declared that his heart had been satisfied and that he had no further claims.<sup>2)</sup>

(3) . . . yḥbt ly ksp šqln 5 bdm̄y hyr/d' zylk zy (4) qblt 'lyk! bgw [wṭy]b lbb̄y bdm̄wh[y wṭ'] 'khl 'grnk (5) dn wdbb

(3) "... You have paid me 5 shekels of silver as the price of your *hyr/d* concerning which (4) I raised a complaint against you (!) and my heart is (now) [satisfied] with its pri[ce. I shall not] be able to sue you in (5) a formal process."

B. *The Term ṭyb lbby in Sale*

6) *BP 3* (437 B.C.)

Bagazušt and his wife Ubil<sup>3)</sup> sell a house to Ananiah son of Azariah.

<sup>1)</sup> For the meaning of this difficult (foreign?) term, cf. Kraeling's notes to *BP*, p. 135. Rosenthal (*apud BP*, p. 135) derives the word from the Syriac *hrr* "to litigate." This interpretation, however, was rejected by Kutscher (*New Aramaic Texts*, p. 234). Milik (*RB*, 61 [1954], p. 248) suggests several Egyptian terms for vessels or building objects.

<sup>2)</sup> The translation given above is based on the interpretations and emendations suggested by H. L. Ginsberg, "Brooklyn Museum Aramaic Papyri," *JAOS*, 74 (1954), p. 156.

<sup>3)</sup> Why was the wife included as a partner in the sale? What is the legal significance of the wife participating in the alienation of the property?

The participation of the wife in the sale transaction may be akin to the later Demotic adhesions—additions to the sale contract written by the wife, in which she waived her rights to the property being sold. Such waivers were necessary because the wife had a lien on her husband's property for the payment of her dowry in the case of divorce. Furthermore, in some cases, husbands and wives acquired property jointly (cf. *BP*: 2 (11) *Tmt hy šlyṭh bkl nksn zy yḥwnn byn 'nny wṭmt* "Tmt is the owner of all goods which may be acquired in common by Anani and Tmt"). Cf. also the Ras Shamra Akkadian stipulation that she, upon the death of her husband is the sole owner of: (*RS 8.145: 4*) *mi-nu-um-me-e* (5) *ša i-ba-aš-ši a-na ya-ši* [Aramaic: *yḥwnn byn*] (6) *ša ta-ar-ṭe-ši* *šBi-da-wa* (7) *it-ti-ya* "of everything which shall accrue unto me, or/namely that which Bidawa shall acquire in common with

(3) . . . *zbn wyhbn* <sup>1</sup>) (4) *lk byth zy 'pwly br msdy*

Condition of property <sup>2</sup>)

(5) . . . *'nhn zbnhy lk wyhbt* (6) *ln dmwhy* . . . *w'ęyb lbbn* (7) *bdmy'* zy *yhbt ln*

Boundaries of property <sup>3</sup>)

(10) . . . *'nhn zbn wyhbn* (11) *lk wrhqn mnh mn ywm' znh w'd 'lmn*

(3) . . . "We have sold and transferred (4) to you the house of *'pwly* son of *Msdy*."

me" (Thureau-Dangin, "Trois contrats de Ras-Shamra," *Syria*, 18 (1937), p. 249). In such cases, obviously the wife's participation or at least passive consent was needed to insure the finality and the incontestability of the sale. The Aramaic documents themselves indicate that women could contest legal transactions as effectively as men. (Cf. the regular Aramaic clause of no-contest: *AP* 8: 10 — *l' 'yty ly br wbrh 'hrnn 'h w'hh w'nth* (11) *w'ęs 'hrn šly! b'rq' zk lhn 'nty* . . . "I have no other son(s) or daughter(s), brother sister or wife (11) or anybody else related to me who is owner of this land except you . . .")\*

<sup>1</sup>) The Aramaic *zbn wyhb* lit., "he sold and transferred" is another example of the hendiadys construction. In all probability, the phrase is similar in function to the Middle Assyrian *iddinma* — *ušappi* (*iddin* = *zbn*; *ušappi* = *yhb*) "he effected a final sale." For a discussion of the terms, cf. Koschaker, *NKRA*, pp. 27-30.

<sup>2</sup>) The description of the condition of the property is one of the characteristics of the Aramaic (and the Demotic) deeds of sale. In *BP* 3, the description is the following: *'grwh qymn wtrbšh* (5) *'r' hy wl' bnyh wkwyn bh wgšrn l' 'hd* "Its walls are standing and its courtyard is unbuilt land; it has windows but is not fitted/supplied with beams." (Cf. the comments of Kutscher, *New Aramaic Texts*, p. 235 on the meaning of the terms *'r'* and *'hd*; Kutscher also pointed out some significant late Demotic parallels to this clause. The same Demotic source is also quoted by Rabinowitz in his *Legal History*, p. 7. For similar description of the condition of the property, cf. *BP* 4: 8 *'hd gšwrn wkwyn* "fitted with beams and windows;" cf. *BP* 9: 13; *BP* 10: 2-3; *BP* 12: 13. If one can judge from the limited number of extant early Demotic conveyances (cf. for example, Malinine, *Choix de textes*), the practice of describing the condition of the land being sold, although known from a later period, was not employed during the early Demotic period (roughly contemporaneous with the Aramaic documents). Could it be that the later Demotic deeds were influenced by the early Aramaic practice? So Kutscher, *New Aramaic Texts*, p. 235.

Yaron, *LAP*, p. 119 has pointed out the cuneiform parallels from the NA and NB documents and from the OB lexical series *HAR.ra* = *hubullu* and *ana ittišu*. Although rare in OB documents of lower Mesopotamia, such a description is attested to in Meissner, *Beiträge*, No. 35: a house was sold (4) *qa-du-um i-ga-ra-ti-šu* (5) *ka-li-ši-na i-ga-ru-um* (6) *ša gu-šu-ru ku-nu* "Together with all its walls. The wall (6) which is fitted with a beam (Aramaic *gšwr 'hd*)." However, descriptions of the condition of the property are fairly common in the OB sale deeds from Susa. Cf. also *MDP* XXII 44-47.

<sup>3</sup>) In *BP* 3, the boundaries are described in the following manner: "Now these are the boundaries of the house which we are selling you: *l'lyh lh* . . . (ll. 7-8) . . . *l'łth lh* (l. 8) . . . *mw'h šmš lh lm'rb šmš lh* (l. 9). For the meaning of the terms "above" and "below," cf. the interpretation of H. L. Ginsberg, "The Brooklyn Museum Aramaic Papyri," p. 154. The designation of boundaries is also found in the Demotic deeds (cf. Malinine, *Choix de textes*, No. 9 and 11). The designation of boundaries is also common in NB and Arsacid texts. The practice is also known from OB times. Cf. Gautier, *Archives de Dilbat*, Nos 1, 3-5, and *passim*.

## Condition of property

(5) . . . "We have sold it to you and you have payed (6) us its price . . . and our heart is (now) satisfied (7) with the price you have payed us."

## Boundaries of property

(10) . . . "We have sold and transferred (11) (it) to you and we have removed ourselves from it from this day and forever."

7) *BP 12* (401 B.C.)

Ananiah son of Azariah and his wife *Tpmt* sell the house they had bought from Bagazušt (cf. *BP 3*) to Anani son of Ḥaggai. The scribe evidently began to write the whole transaction and for some reason did not finish. He began the whole transaction all over again on the same sheet of papyrus. Thus, two versions of the transaction (A and B) are preserved on the same sheet: lines 1-9 (A) contain the operative section of the uncompleted deed; lines 10-35 (B) contain the complete version of the same transaction. Thus, *BP 12* contains two versions of the same operative section.<sup>1)</sup> The second recension is quoted first because of its similarity with that of *BP 3*.

b)

(12) . . . *zbn wyhbn lk bytn . . .*

Condition of property

(13) . . . *wyhbt ln dmwhy . . .* (14) *wtyb lbbn bdm'y zy* (15) *yhbt ln*

Description of property

a)

(3) . . . *zbn wyhbn lk bytn . . .*

Condition etc.

(5) . . . *wyhbt ln dmy bytn . . .* (6) . . . *wtyb lbbn bgw zy l' 'št'r ln 'lyk mn dmy' . . .*

b)

(12) . . . "We have sold and transferred you our house."

Condition etc.

(13) . . . "And you gave us its price (14) . . . and our heart is satisfied with the price which (15) you gave us."

Description etc.

a)

(5) . . . "And you gave us the price of our house . . . (6) . . . and our heart is satisfied in that none of the price is outstanding against you on our account."<sup>2)</sup>

<sup>1)</sup> For this interpretation, cf. Ginsberg, *JAOS*, 74 (1954), p. 161.

<sup>2)</sup> This clause is taken from the law of obligations. Cf. *AP 11*: 9 *wmrbyth zy yšt'r*

C. *The Relationship Between ṭyb lbby (Sale) and yhbt lk brḥmn Gift*

It was noted above (in the comments to the distribution chart, p. 25) that the expression *hwṭbt lbby/ṭyb lbby* is limited in usage to sale and *mrḥq*. It is conspicuously absent from deeds of gift. Furthermore, its slot is not left empty but is filled with a parallel set of contrasting terms: 1) *yhbt lk bḥyy wbmwty* "I (hereby) give to you in my lifetime and after my death"; 2) *yhbt lk brḥmn/t* "I (hereby) give to you in affection/as a gift"; 3) *štt lk bḥyy(brḥmn) . . . wyhbt lk/šbqtky bmwty* "I (hereby) turn my thoughts to you during my life (in affection) . . . and assign to you/free you upon my death."\*

1) AP 8 (460 B.C.)

Maḥseiah gives to his daughter Mibṭaḥiah a gift of a house on the occasion of her marriage to Yezaniah ben Uriah.

(3) . . . 'nh yhbt lky bḥyy wbmwty byt I 'rq zyly

(3) ". . . I (hereby give to you for my lifetime and after my death a house and land belonging to me."

BP 10 (402 B.C.)

Anani gives a gift of a house to his daughter.

(II) . . . w'nty 'm šlyḥ bbyṭ' znh . . . bḥyy wbmwty 1)'p (I2) l' ykhl 2)

ʿly "And the interest which is outstanding against me . . ." Cf. the Demotic, Hebrew, Arabic, and Akkadian examples cited by Kutscher, *New Aramaic Texts*, p. 242. Cf. also the use of the Aramaic word ʿl in the Aramaic dockets (*Delaporte, Épigraphe araméens*, p. 13). See also the Canaanite examples cited by Tur-Sinai, p. 34, and the Nabatean ones cited by Rabinowitz, *Jewish Law*, p. 104.

<sup>1</sup>) When the expression *bḥyy wbmwty* is used, it indicates that the gift is final from the moment of donation and is not affected by the death of the donor: the gift is for all time. (So *LAP*, p. 78.) The same expression is used later on in the fragments of documents preserved in the Talmud. The Talmudic discussion of the term (*TB, Bāḥā Baṭrā* 153a) is as follows: "There was a certain (deed of) gift, in which it was written *bḥayyim ubemawet* 'in life and in death.' Rab said: 'This has the force of a *mattenāṭ šēḳīb m'ra'* (a gift made by a sick man that can be revoked if the man recovers).' And Samuel said: 'This has the force of a *mattenāṭ bārī'* (a gift made by a healthy man which is not revocable).'" Cf. the discussion of this and other related passages in Yaron's *Gifts*, pp. 120 ff.

Even though the opinion of Samuel was usually followed, in this case, the law was decided according to Rab's interpretation. However, to judge from the older Elephantine usage, Samuel's interpretation was the more historically correct: it is quite clear from the Aramaic usage that gifts made *bḥyy wbmwty* were final and irrevocable, i.e., they were *mattenāṭ bārī'*. This is not the only case in which the legal theory of the Rabbis conflicts with the ancient common-law practice reflected in the actual documents.

<sup>2</sup>) The Aramaic *l' ykhl* "he shall not be able" means in this context "he is not allowed." Kutscher has pointed out (*Words*, pp. 78 ff.) that Hebrew and Aramaic

*br ly wbrh ly . . . zy yršnky dyn wdbb wyqbl 'lyk (I3) w'l bnyky lsgn wmr' 1)*  
*lh'dyh 2) byt' znh mn qdmyky 3) bhyy wbmwt'y*

(II) . . . "And you, moreover, are the owner of this house . . . in my lifetime and after my death. Nor (I2) shall son or daughter of mine . . . who institute against you a formal process or who lodge against you (I3)

(and one may possibly add Akkadian as well) originally lacked a means of expressing the idea of "forbidden" and "allowed." The earlier layer of language expressed this concept by the negative jussive: "he shall not do it" (*ibid.*). It seems that Elephantine Aramaic reflects a stage later than the jussive but earlier than the use of 'asūr "forbidden" and *muttār* "allowed": in these documents, the negative jussive is strengthened by the word *khl* "to be able." "He shall not be able" stands for "he is not allowed." Rabinowitz (*Jewish Law*, pp. 104 ff.) noted that the same usage is found several times in Deuteronomy—Deut 12: 17 *lō' lūkal le'ēkōl biš'ārēkā* "you may not partake (of the tithes) in your settlements"; Deut 21: 16 *lō' yūkal leḥakker 'eḥ ben ha'āhūbā* "he may not treat as first-born the son of the beloved (wife)." Rabinowitz (*ibid.*) notes that the Targum already understood these verses in the same way. My colleague Dr. David Weiss of the Jewish Theological Seminary notes that the interpretation of Onqelos is also reflected in Rabbinic tradition preserved in Hoffmann, *Midrasch Tanna'im*, pp. 51, 92, 129 and 155. Rabinowitz (*ibid.*) considers the Aramaic *l' ykhl* to be a Hebraism. (Cf. also Rabinowitz's discussion of Hebraisms in his article, *Jewish Elements*, p. 442, n. 24). More likely, it seems that the different branches of West Semitic solved the same problem in similar ways. [Cf. Addenda.]

1) Cf. MDP XXIV 330: 25-27 *aš-šum ap-lu-ti-šu (26) šarram ū da-a-na-am (27) ū-ul i-ma-ḥa-ar* "concerning his inheritance, he shall not approach a king or a judge (with a complaint)." See the comments of J. J. Rabinowitz, "The Susa Tablets, the Bible and the Aramaic Papyri," *VT*, 11 (1961), pp. 63-66.

2) *lh'dyh*: from the Aramaic *'dwly* "to pass away." Even though *lh'dyh* is not found again in this sense in the Aramaic legal documents, the expression seems to be used here as a technical term with the meaning "expropriate." Rabinowitz has pointed out the presence of a *štr 'dw* in a Nabatean legal deed ("A Clue to the Nabatean Contract from the Dead Sea Region," *BASOR*, 139 [1955], p. 12). He translates the words as "deed of seizure." If he is correct in his interpretation, the Aramaic and the later Nabatean usages are somehow related.

3) The term *qdm*, lit. "before, in the presence of" means in this context "from the possession of." The Aramaic *qdm* is similar in meaning to the NA *ana pāni*, lit. "in the presence of, before" which is used in NA deeds of loan in the sense of "at the disposal, in the possession of the creditor." (Cf. *NKRA*, p. 93, n. 6). Terms meaning "before, in the presence of" are frequently employed in a similar sense in the legal documents of Wadi Murabba'at. Thus, if the debtor does not repay the loan, all that he will acquire is *lqwbyk* "at your (the creditor's) disposal" (cf. *Les grottes de Murabba'at*, p. 101, 1. 8). In several of the deeds of sale from Wadi Murabba'at\* edited by Milik ("Deux documents inédits du désert de Juda," *Biblica*, 38 (1957)), we find the statement that the seller is obligated *lmrq' wlyqm' zbnh zk qdm[kn] wqdm yrthn* "to clear this sale (of all claims) and to secure it in your possession and in the possession of your heirs"—lit. "to make it stand before you" (p. 259, l. 12). Milik (*ibid.*, p. 263) points out the same use of *qdm* in the Talmudic clause *w'wqym qdmk* "I will restore it to your possession/ I will establish your right to it" (*Bābā Mešā'ā*, 15a). Finally, it may be noted that the term *qdm* is found in the Aramaic dockets to the NA legal documents with the meaning "at the disposal of/in the possession of" (cf. Delaporte, *Épigraphes araméens*, p. 81).

or against your children a complaint before prefect or lord be able to remove this house from your possession, whether it be in my lifetime or after my death."

2) *BP* 4 (434 B.C.)

Ananiah makes a gift of a house to his wife *Tmt*

(2) . . . 'nh yhb̄t (3) lky plg try rbt' . . . (4) . . . yhb̄th lky brh̄mn zylky hw mn yw̄m' znh (5) 'd 'lm . . . (I2) . . . 'nh 'nnyh yhb̄th lky brh̄mn l' 'khl (I3) 'nh 'nnyh 'ršnky 'lbrh dyn

(2) ". . . I have given (3) you half <sup>1)</sup> of the greater *try* <sup>2)</sup> . . . (4) . . . I have given it to you in affection/as a gift; it is yours from this day (5) for ever . . . (I2) . . . I, Ananiah, have given it to you in affection. I will not be able (I3)—I, Ananiah—to institute a process against you concerning it."

*BP* 6 (440 B.C.)

Ananiah gives his daughter Yehoyishma a part of a house as a gift.

(I4) . . . 'nh 'nny yhb̄t lk bty' 'lh brh̄mh l' 'khl (I5) 'nh 'nny 'hns̄l m[n]ky w̄l' 'khl 'mr npš 'hryt 'hns̄l mnky <sup>3)</sup>

(I4) ". . . I, Anani, have given you these houses in affection/as a gift. I will not be able, (I5) I, Anani, to take (them) away from you, nor will I be able to command someone else to take them away from you."

3) *BP* 9 (404 B.C.)

Ananiah reconfirms the gift recorded in *BP* 6. <sup>4)</sup>

<sup>1)</sup> The sale or donation of part of a house was quite common in antiquity; cf. the cuneiform, Greek and other examples cited by Cuq, *Études*, p. 185. Cf. also the Mishnah, *Bābā Batrā*, Chapter IV.

<sup>2)</sup> According to Kutscher, *New Aramaic Texts*, p. 235, the term is Egyptian and means "cell" or "side." See also the interpretation of B. Couroyer, *RB*, 61 (1954), p. 252 and his article "Termes égyptiens dans les papyri araméens du musée de Brooklyn," *ibid.*, p. 557.

<sup>3)</sup> This clause is reminiscent of the Babylonian *kudurru* monuments in which the donor of the property places under the ban not only those who personally raise claims against the gift but also those who instigate or hire others to do so. Cf. King, *BBSI*, No. 3, col. V: (32) *ša il-lam-ma* (33) *i-na mu-uh̄ Bit-<sup>1</sup>Ta-kil-a-na-ili-šu* (34) *i-da-ab-bu-bu i-rag-gu-mu* (35) *ú-šar-ga-mu ú-ma-'a-ru* (36) *ú-ša-aḥ-ḥa-zu ú-šad-ba-bu* (37) *ú-šat-ba-lu* . . . (32) "Whoever will rise up (33) and against Bit Takil-ana-ilišu (34) will bring an action or make a claim (35) or cause a claim to be made, or will send (another) (36) and cause him to take, or lay claim to, or seize (it) . . ." Similar clauses are found in almost all the *kudurru* documents. For a comprehensive survey of this type of transaction, cf. Steinmetzer, *Grenzsteine*.\*

<sup>4)</sup> H. L. Ginsberg, *JAOS*, pp. 159 f.

(2) ... 'nh 'štt<sup>1</sup>) lky bhyy<sup>2</sup>) wyhbt (3) lky qst mn byty ... (5) ... brhmn ... (II) ... 'nty šlyt<sup>3</sup>) bh byt' znh ... (I2) ... 'nh 'nny br 'zryk yhbth lk brhmn ... (I6) ... 'nh 'nny yhbth lyhwyšm<sup>c</sup> (I7) brty bmwty brhmn lqbl zy sbttny<sup>4</sup>) w'nh ymyn sb l' khl hwyt bydy wsbltny 'p 'nh (I8) yhbt lh bmwty

(2) "... I have turned my thoughts to you in my lifetime and I give (3) to you part of my house ... (5) ... in affection/as a gift ... (II) ... You are (now) in possession of this house ... (I2) ... I, Ananiah bar Azariah (hereby) give it to you in affection/as a gift ... (I6) ... I, Anani, have given it to Yehoyishma (I7) my daughter at my death in affection/as a gift because she has diligently taken care of me in my advanced years, when I could not take care of myself. I on my part, (hereby) assign (it) to her (as final property) after my death." <sup>5</sup>)

#### BP 5 (427 B.C.)

Meshullam bar Zakkur liberates his slave-girl *Tpmt* and her daughter Yehoyishma. The terminology used in this deed of manumission is similar to that regularly used in deeds of gift. Evidently, manumission was considered as the "donation" of personal freedom. <sup>6</sup>)

<sup>1</sup>) Cf. the Hebrew verb *hit'aššet* "to be mindful of" in Jonah 1: 6; the Akkadian equivalent is *hasāsu* "to think about" and *nāplusu* "to look at, to consider." For the partial overlap between these two Akkadian verbs, cf. J. J. Stamm, *Die akkadische Namengebung* (Leipzig, 1939), p. 167, n. 4. Cf. below, p. 135.\*

<sup>2</sup>) Note that *bhyy* is not used here together with *bmwty* as it is in the examples cited above. Cf. *LAP*, p. 78 and Yaron, *Gifts*, pp. 120 ff.

<sup>3</sup>) The *šlyt* transfer clause is somewhat unusual in this deed: first of all, unlike most conveyances, it does not state that the gift is (a) "from this day forever"; (b) that it belongs to the donee and his children; (c) that it can be given as a gift or freely alienated—all indicators of an immediate and permanent transfer. Instead, the *šlyt* clause lists the various rights the donee has in the property: (a) certain building rights; (b) the rights to use the gate; (c) the rights to use the stairs (ll. 11-15). This may indicate that the transfer was not complete at the moment of donation. [Cf. *Addenda*.]

<sup>4</sup>) The Aramaic *sbl*, lit. "to bear/ to carry" is used here in the sense "to provide for/ to take care of. It is the interdialectal variant of the Akkadian *našū* "to bear/ to provide for." Cf. Schorr, *Urkunden*, No. 24: 6 and No. 25: 10. In Biblical Hebrew, *sābal* and *nāšū* are used as synonyms (cf. Is 46: 3-4). However, as far as I can tell, the Biblical usage is limited to "carrying"; unlike the Akkadian and the Aramaic, it does not have the extended meaning of "providing."\*

<sup>5</sup>) A full treatment of this particular expression must be reserved for a separate discussion.

<sup>6</sup>) The Old Babylonian formula: *ša ramāniša ši: mala libbiša mašiat* "She belongs to herself: she is able/allowed to (do) her heart's desire" (cf., for example, Schorr, *Urkunden*, p. 54) is, in essence, a transfer/investiture clause similar to the Aramaic: *zylk hw 'nt šlyt l* ... "It is yours; you are allowed to ..." The only difference between the two clauses is that in the Aramaic clause the old right-holder invests the

(3) . . . 'nh 'štt lky (4) bhyy 'zt<sup>1)</sup> šbtky<sup>2)</sup> bmwty

(3) ". . . I turned my thoughts to you (4) during my lifetime that you be set free upon my death."<sup>3)</sup>

## 2. THE INTERPRETATION OF THE TEXTS

### A. *The Contrast of t̄yb lbby with yhbt lk br̄hmn*

The terms *yhbt lk br̄hmn* "I have given you in affection" and *t̄yb lbby b̄dmy* "my heart is satisfied with the money" contrast with each other (cf. above, p. 36). Since this is so, the definition of *yhbt lk br̄hmn*, although not our prime concern, will aid us, at least negatively, in defining *t̄yb lbby*: the meaning of the newly defined *yhbt lk br̄hmn* can be eliminated as a possible parallel to the undefined *t̄yb lbby*. Any limitation in the range of possible meanings of an undefined term is, thus, in itself a partial definition.

Fortunately, the meaning of *yhbt lk br̄hmn* is not as elusive as that of *t̄yb lbby*. The latter has never been adequately defined; on the other hand, the correct interpretation of the former term was suggested as early as 1906 by Sayce-Cowley but,<sup>4)</sup> unfortunately, their correct observations were not incorporated in Cowley's re-edition of the texts (1923) and, thus, escaped later scholarly notice. Sayce and Cowley compared the Aramaic expression *yhbt lk br̄hmn* "I have given you in

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new right-holder with property, while in the Akkadian clause, the old right-holder (the slave owner) invests the slave with the gift of his freedom.

<sup>1)</sup> Many authorities have independently interpreted the term 'zt as the Persian *azāta* "free." Cf. J. de Menasce, "Mots d'emprunt et noms propres iraniens dans les nouveaux documents araméens," *BiOr*, 11 (1954), p. 161; I. Gerschevitch, *JRAS*, 1954, p. 126; É. Benveniste, *JA*, 242 (1954), p. 299; Rosenthal, *Concept of Freedom*, p. 13, n. 32a. See also *LAP*, p. 51, and pp. 155 and 170. As a rule, languages usually borrow terms which are lacking in the borrower. Did Aramaic lack a term "free"? In Biblical Hebrew, the complex "to set free" is expressed by the common *lahofšî y'ešall'e'hennu*; cf. Ex 21:26. Interestingly enough, the Targum has to paraphrase this verse as *lebar hōrîn yiff'erinnē*. It seems quite possible that Aramaic could express the concept "a free person" (*bar hōrîn*) but lacked the adverbial complement (to set) "free." The same situation seems to exist in Akkadian. This may possibly account for the use of a Persian loan word in a situation where the resources of Semitic seem quite adequate.

<sup>2)</sup> The same root is found in the deed of divorce from Wadi Murabba'at; cf. *Les grottes de Murabba'at*, No. 19:21 (p. 105); significantly, divorce and manumission use the same term—*šbq*. The (partial) affinity between these two transactions was noticed by the Talmud (cf. *TB, Giṭtin* 9a).

<sup>3)</sup> The Talmud was also acquainted with gift transactions in which ownership passed immediately to the donee but the usufruct was to be retained by the owner. The formula employed was *mehayyōm ul'e'ahar mūtā* "from today and after death." (Cf. *TB, Bābā Mešī'ā* 19a = *Bābā Batrā* 135b. Cf. also the discussion of Yaron, *Gifts*, p. 114. Cf. also, *LAP*, p. 78.

<sup>4)</sup> *Aramaic Papyri Discovered at Assuan*, p. 47.

affection" with the common Neo-Babylonian legal expression *ina hūd libbišu iddin* "he gave in the joy (= volition) of his heart." Both the Aramaic *brhmn* and the Akkadian *ina hūd libbišu* expressed the idea of willingness or uncoerced action.<sup>1)</sup>

The volitional overtones of the expression *yhbt lk brhmn* are supported by the clearly volitional function of the term *rhm* "to wish, to like" in other Aramaic contexts. The term is found in the following contexts (besides the one already discussed above):

1) As a supplement to the transfer clause.

The transfer/investiture clause *zylk hw 'nt šlyt bbyt'* "it is yours; you are (now) owner of the house" is often supplemented by the phrase: "you may sell it for money or give it to whomever you wish."<sup>2)</sup>

This supplement is found in two parallel formulations:

a) *lmn zy rhmt/y tntnn* (*AP* 8:9-10; *AP* 13:8; *AP* 25:9; *BP* 9:21; *BP* 12:23)

b) *lmn zy šbyt/tšbyn hbhy* (*AP* 13:16; *AP* 28:7; *BP* 3:12)

*Šby* is the Aramaic term of volition par excellence. In this context at least, *šby* and *rhm* are synonymous variants: *rhm* "to like/love" can only mean here "to wish/to will."

2) The term is also used as a supplement of the *Schlussklauseln*.

The usual formulation of the *Schlussklauseln* is the following:

<sup>1)</sup> Cf. San Nicolò, *Beiträge*, pp. 158 and 182. The Akkadian terms of volition will be discussed in greater detail in Chapter V, pp. 128 ff.

<sup>2)</sup> The function of the transfer/investiture clause is the publication of the transfer of ownership. The legal declaration (a) *zylk hw* "it is (now) yours"; (b) *'nt šlyt* "you are (now) the master" are general statements in need of greater specification. The need for specification was especially great since the concept of "ownership" was not clearly defined in cuneiform law (cf. Cardascia, *Propriété*, pp. 19 ff.), where it seems to have been understood as a type of control. Accordingly, the most efficient way of defining ownership was to spell out the various types of control the new right-holder was allowed to exercise over his property. Since no greater control over property exists than the voluntary relinquishment of control either by donation or sale, the general terms *zylk hw* and *'nt šlyt* were defined by the more specific clauses *wlmn rhmt tntnnh 'w tzbn bksp* "And you may give it to whomever you want or sell it for money." I have no doubt that the whole clause was based on older cuneiform elements which were reworked by the Aramaic scribes. Cf. clauses like *ana kaspi ul inamdin ana rēmūtu ul ivēm* "He (the donor) shall not sell it for money or to give it as a gift (*NRVU* 12)" or the Arsacid transfer/investiture clause *ul išallaṭ-ma ana kaspi ana rēmūti . . . ana mimma gabbi ana mamman šanamma gabbi elat* the buyer *ul iddin ul inamdin* "(The seller) is not allowed to give or have given (the property now being transferred) for money, to give or have given it as a gift . . . or for any other purpose to any one other than the buyer." Cf. Krückmann, *BRVU*, pp. 48 ff. The Aramaic scribes converted these negative formulations into a positive statement of property rights, something which as far as I can tell, had not been done before in cuneiform legal documents. Cf. below, pp. 132 ff.

“We will not sue you or your children in a formal suit.” However, this clause is often supplemented with any one of the three main elements of the operative section: *tyb lby*, *rḥqt mnk*, or *zylk hw: lmn rḥmt|šbyt tntnnh*. Thus, we find the formulation:

“We will not be able to sue you—or anybody to whom you have sold the property or given it as a gift (*brhmn/t*).”

This variant is found in two forms:

a) *ʾplʾ nkhl nršh lbr wbrk lkm . . . ʾw gbr zy tzbnwn lh . . . ʾw zy brhmn tntnw lh*

“And furthermore we shall not be able to institute (formal process) against any son or daughter of yours . . . or against any person to whom you may sell it . . . to whom you may give as a present.” (AP 25: 10-11)

b) *lʾ nkhl nršh lbnyk wbntk wzy tntn lh bksp ʾw rḥmt*

“We will not be able to institute (formal process against your sons and daughters or against anyone to whom you may sell it for money or give it as a gift.” (BP 12: 26)

3) The *Schlussklauseln* of gift transactions employ the term *rḥm* in yet another way: the donor obligates himself not to contest the gift in the future by saying, “I gave you the gift in affection and now I want to take it back” (AP 18:2-3; BP 7:41-42; BP 10:9-10).<sup>1)</sup> The formulation in AP 18—slightly more explicated than the others—reads as follows:

<sup>1)</sup> The legal function of the clause is not clear. Why should the statement: “Since I have given this gift in affection” motivate the litigation: “Now I want to take it back”? The key to this difficult clause is provided by Ehrlich, *Randglossen I*, p. 102, in his interpretation of the legal background behind the sale of the Cave of Machpela. Why did Abram insist on paying the full price of the field instead of receiving it as a gift from Ephron? Ehrlich suggests the following reason: “Jemand macht uns ein Geschenk, weil er ein gute Meinung von uns hat und uns dadurch seine Achtung bezeigen will. Möglich jedoch, dass er sich in uns täuscht und wir seine gute Meinung nicht verdienen. In solchem Falle verdienen wir auch sein Geschenk nicht, und dieses wird daher auch nicht unser ehrliches und wahres Eigentum.” Since Abram did not want to bury his wife in land which might have been contested by Ephron at some future time, Abram insisted on paying the full price to insure the finality and incontestability of the transaction.

On the basis of Ehrlich’s insight, the Aramaic clause under discussion must be understood elliptically: “Since I gave you this gift in affection—and your ownership of the gift depends on my constant feeling of affection toward you—I now want to take it back—because I no longer feel the same affection for you.” In order to prevent such contingencies and to insure the finality of the gift, the donor specifically states: “I will not be able to say, ‘Since I have given the gift in affection I now want it back.’”

wl' t[*kh*]l yhw<sup>h</sup>n . . . [t'mr lh] (2) wlslw' brth kzy nksy' [']lh wksp' zy ktybn  
 bsp<sup>r</sup>' znh brhmn yhbt lkm k'n šbyt (3) 'hnšl hm hn t'mr kyt! hybh hy l'  
 yštm' lh

(1) “. . . And Yeho<sup>h</sup>an will not be ab[le/allowe]d . . . [to say to him] (2) and to Sallua' her daughter, ‘Since I gave these goods and the money set forth in this deed to you as a free gift, now I desire (3) to take them back.’ If she says so(!), <sup>1)</sup> she is liable (to pay a fine); she shall not be listened to.” <sup>2)</sup>

To sum up: the term *rhm*t/*rhm*h is the equivalent of the Akkadian *rēmūtu* “a free-will gift.” <sup>3)</sup> A *rhm*h/*rēmūtu* is a gift given *brhmn/ina nar'amāti* i.e., in affection, willingly. To give a gift *brhmn/ina nar'amāti* is to give it *lmn zy rhmt/ana ša irammu* “to whomever you/he want/s.” The volitional meaning of *rhm/rēmu(rāmu)* in these particular contexts is thus clearly established. <sup>4)</sup>

The positive definition of the term *yhbt lk brhmn/t* has negative implications for the meaning of the contrasting term *tyb lbby*: if *yhb brhmn* is the Aramaic expression of volition, *tyb lbby* probably expresses some other legal idea which remains to be identified. Thus, there is already an *a priori* argument against the volitional interpretation of Seidl.

### B. The Definition of the Term *tyb lbby* in Sale and *mrh*q

The underlying principles of sale and *mrh*q contrast sharply with

<sup>1)</sup> *AP* reads *kzt* “like this” with a question mark over the second letter. To judge from the parallels in *BP* 7: 33 and 39 the word should be read *kwt* “thus, so” (Kutscher, orally).

<sup>2)</sup> The Aramaic expression seems to be derived from the common NA *dayānu dēnšu lā išammū* “the judge shall not listen to his case i.e., he shall not accept his argument as valid” (*ARU* 167, 195-200 and *passim*). A similar clause is also found in the contemporary Hieratic conveyances: “quant à celui qui ferait une contestation à leur sujet, sa déposition ne sera entendue dans aucune des Archives” *DJE* 2, p. 14. Whether or not the Hieratic clause was derived from Near Eastern antecedents—possibly through an Aramaic medium—cannot be determined at this stage of the investigation. However, in the light of the close relationship between the Aramaic with the cuneiform tradition on the one hand, and the relationship of the Aramaic with the Demotic and abnormal Hieratic on the other, the possibility of such a transmission seems quite plausible. Nevertheless, the possibility of independent development, although less probable, still must be allowed for.

<sup>3)</sup> Cf. Ungnad, *Aramäische Papyrus*, p. 52, n. 3.

<sup>4)</sup> Concerning the use of the Akkadian *rēmu* in gift contexts, see for the time being, Steinmetzer, *Schenkungsurkunde*, pp. 15 ff. The Aramaic usage suggests that a *rēmūtu* “gift” is that which is given *ina nar'amāti* “in affection” *ana ša irammu* “to whomever one wants” (cf. S. E. Loewenstamm, “The Foundation of the Alalakh Dynasty,” *BIES*, 20 [1950], p. 15 for a similar line of thought). For semantic difficulties of this equation, cf. below, p. 132.

those of gift. In gift transactions, it is the spontaneous state of mind that precedes the transaction—the willingness and volition of the donor expressed by the term *rhmh*—that motivates the transfer of goods and constitutes its legal basis.

In sale and *mrhq* transactions, however, it is the payment of an *Entgelt* (compensation, consideration), the tendering of some necessary performance (usually on oath of purgation) and the resultant satisfaction of the former right-holder's mind that are the constitutive elements in the transaction. The compensation/consideration or oath of purgation induce the right-holder, whether seller or claimant, to relinquish his property and the rights thereto:

"You have given us the price of our field and our heart is satisfied" (*BP* 3 and 12).

"You have tendered us an oath and our heart is satisfied therewith" (*AP* 6 and 14).

If, however, the payment of the consideration were the only necessary element in the transfer, the scribes would not have added the expression *tyb lby bamy* in between the record of payment and the record of relinquishment. The deeds do not read: *yhbt ln dmwhy wrhq n mnk* "you have given us its price and we have removed ourselves from you"—but *yhbt ln dmwhy wtyb lbbn bgw . . . rqn mnk/h* "you have given us its price and our heart is satisfied therewith . . . we have removed ourselves from you/it (the property)." Therefore, it is logical to assume that the reaction of the right-holder to the receipt of the compensation must have some constitutive significance within the structure of the conveyance transaction. The answer may be along the following lines:

Sales are only considered final and incontestable by the courts if the consideration is paid in full or the necessary performance is completed. If they are not, the right-holder can always raise a claim. However, the mere objective notation that the full price was paid may still not insure the transaction against future claims by the seller or the litigant: he may claim that he was not actually "satisfied" with the amount received, and still demand more payment. In order to prevent that eventuality, the scribes also recorded the personal acknowledgement by the former right-holder that he had received the payment in full and that he is satisfied therewith. "Satisfaction" indicates the cessation of desire: nothing more is wanted and nothing more can be demanded in the future. In this context, therefore, "my heart is satisfied with the money you have given me" means: "I am quitted after the receipt of full payment or performance." The personal acknowledgement of the former right-holder that he had received the compensation and was

quitted therewith heightens the obligatory power of the following oath of no-contest. <sup>1)</sup>

Thus analyzed, *tyb lbby* proves to be a many-faceted term of considerable subtlety. It implies the presence of a necessary performance (payment or a purgatory oath); it records the receipt of final payment; it expresses the concomitant idea of quittance; it also anticipates the final relinquishment of rights expressed in the *Schlussklauseln*. From a temporal point of view, the reaction of the former right-holder expressed by the term *tyb lbby* is the bridge between the performance recorded in the operative section and the obligatory effects of the final clauses.

In the following paragraphs, an attempts will be made to explicate the various nuances inherent in the term such as a) the relationship between *tyb lbby* and performance/consideration; b) the relationship between *tyb lbby* and the completeness of payment; c) the relationship between *tyb lbby* and the idea of quittance expressed in the term *rhqt*

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<sup>1)</sup> According to San Nicolò (*Schlussklauseln*, pp. 76 ff.), the cuneiform conveyance was not an obligatory instrument, i.e., it did not in itself obligate the two parties to complete the promised performances. Therefore, in order to insure a perfect performance, extra obligatory instruments had to be added to the body of the transaction. The classical OB obligatory instrument was the oath, either by the god or the king or by both. In the provincial areas of Susa, Nuzi, Kültepe, Assyria, and the Diyala region, the obligatory function of the oath was usually filled by fines (especially in Nuzi), the death penalty (in Kültepe), and all sorts of physical punishments such as the removal of the tongue (Susa, Diyala) and right hand (Susa, Alalakh) or death by hot pitch (Hana). For a study of the subject, cf. Oppenheim, *Studien*, pp. 153 ff. The legal praxis of the more recently discovered cities of Mari and Alalakh also fits into this provincial pattern. Cf. the use of hot lead as a punishment in the Alalakh documents: \*AT 8 : 32 and \*AT 28 : 25-6 or the threat of taboo violation—*asak šarrim ikul* "he (the contract breaker) has eaten the taboo of the king": Boyer, *ARM VIII*, pp. 165 ff. Of all the areas of cuneiform law, the obligatory instruments of Nuzi and especially of Ras Shamra are the mildest: in the Ras Shamra legal documents, fines and other punishments, although known, are not common; their place is taken by the warning—*urram ševam mannumma lā ilaqqišu ištu qāt A* "In the future, no one shall take it (the property) from the possession of A (the new owner)." Similar abstract warnings are often found in the deeds of Nuzi: *ištu ūmi anni A aššum kiri ina arki B lā išassi* "from this day, A shall not raise claims against B," Speiser-Pfeiffer, No. 15: 16-19 and *passim*. However, the more usual Nuzi pattern is a combination of warning, fine, and obligation to clear the property of all claims (cf. *ibid.*, No. 19). This is exactly the pattern reflected in the Aramaic conveyance *BP 3* (the possibility of some historical relationship between the two patterns seems quite plausible and is worth further investigation). Since the Aramaic and the Nuzi documents rely neither on the oath of the gods nor on the threat of physical punishment, their obligatory instruments, viewed from a comparative point of view, are relatively weak. Therefore, the declaration of the seller that his heart was satisfied with the price and that he demands no more payment is not at all superfluous: it is probably a means of heightening the rather weak obligatory powers of the Aramaic conveyance.\*

“I have removed myself” which often follows *ṭyb lbby* and forms with it a type of cluster.

*The First Phase: ṭyb lbby and Performance.* The phrase *ṭyb lbby* is closely related to performance or payment of a consideration. In fact, whenever the expression is found in the Aramaic documents, it is always preceded by the description of some constitutive action. For example: “you have given me the price of my house and my heart is satisfied” (*BP 3* and *BP 12*). Or, “you have taken an oath in my behalf and my heart is satisfied” (*BP 6* and *BP 14*). Thus, if *ṭyb lbby* does not actually describe the action, it is always preceded by a description of such an action.

The relationship between the idea of satisfaction and that of performance is seen most clearly in the active form of the expression—*hwṭbt lbby b* “you have satisfied my heart with” which is often used instead of the passive *ṭyb lbby* in the litigation-*mrḥq* (*AP 6* and *AP 20*). In this active formulation, the two ideas of satisfaction and performance—usually expressed by two sets of terms: a) *yhbt ly dmwḥy/ym’t ly* “you have given me its price/you have taken an oath in my behalf” and b) *wṭyb lbby bgw* “and my heart is satisfied therewith” are fused into one term of satisfactory performance: *hwṭbt lbby b* “you have satisfied my heart with (the payment or the performance).”

Compare—

“You have satisfied our heart with these goods” (*AP 20*) with—

“You have given us the price of our house and our heart is satisfied” (*BP 3*).

And—

“You have satisfied my heart with the oath” (*AP 6*) with—

“You have taken an oath in my behalf and my heart is satisfied” (*AP 14*).

Thus, if the necessary performance is only echoed in the passive *ṭyb lbby*, it is clearly stated in the active *hwṭbt lbby*, which is not merely a term of receipt and quittance but also a term of performance. This active form can be translated:

“By tendering me necessary performance or full payment, you have induced me to quit my property and all claims thereto.”

The most archaic use of the terms is preserved in *AP 20:8 hwṭbtm lbbn b’lk nkisy’ wṭyb lbbn bgw* “You have satisfied our heart in regard to these goods and our heart is satisfied therewith.” The active/passive cluster formed here is virtually identical with similar constructions well known from Ugaritic and Biblical poetry. Cf. for example, *refā’ēnī YHWH wē’ērāfē’ hōšī’ēnī wē’iwwāšē’a* “Heal me, O Lord, and I shall

be healed; save me and I shall be saved" (Jer 17:14).<sup>1</sup>) In all such constructions, the second element is always the passive form used as an emphatic complement. This passive verb reflects a situation which is the outcome of the action described by the preceding active verb. Thus, the relationship between the two terms is always causal: *tyb lbby* is clearly not an independent state of mind but the result of the preceding performance expressed by the verb *hwṭbt*—"my mind is (now) satisfied because you have (just) satisfied it."

This archaic usage is preserved in only one text (*AP* 20). All other texts employ either the active *hwṭbt/m* or the stative *tyb*. The breaking up of the cluster, however, does not seem to affect the legal force of the expression. When used together in a cluster, *hwṭbt/m* expresses the idea of complete performance and *tyb* the resultant state of mind. When used separately, however, each term conveys its own special emphasis, yet echoes the overtones of the other: thus, *hwṭbt/m*, when used alone, stresses performance but anticipates receipt-quittance, while *tyb lbby*, when used alone, stresses receipt-quittance but echoes the previous performance.

*The Second Phase: Completeness of Payment.* In deeds of sale, the satisfaction clause usually reads: *wṭyb lbby bḏmy' zy yḥbt ly* "And my heart is satisfied with the money you have given me." It was suggested above that "satisfaction" indicates full payment. This particular nuance of the term is seen most clearly in the operative section of *BP* 12 (ll. 6-7 version 1): *wṭyb lbbn bgw zy l' ṣṣt'r ln 'lyk mn dmy'* "our heart is satisfied in that none of the price is outstanding against you in our account" (= "we are quitted since you do not owe us any more money"). There can be no room here for misunderstanding; the reason for the satisfaction is clearly spelled out: satisfaction is the immediate result of full payment. Full payment, and nothing short of full payment, satisfies the heart. Since Aramaic sale, like Old Babylonian sale, was probably *Barkauf* (sale for cash),<sup>2</sup>) only the sale which has been paid for in full is considered final and incontestable. Thus, *tyb lbby* reflects an organic complex of ideas: the receipt of the full price which announces the finality and incontestability of the transaction.

*The Third Phase: tyb lbby and the Quittance Term rḥq.* It was pointed out in the preceding section that *tyb lbby* contrasts with *rḥm* and is therefore not a term of volition. Furthermore, inductive investigation

<sup>1</sup>) Cf. U. Cassuto, "Biblical and Canaanite Literature," *Tarbiz*, 14 (1942), p. 10. Cf. M. Held, "The Action-Result (Factitive-Passive) Sequence of Identical Verbs in Biblical Hebrew and Ugaritic," *JBL*, 84 (1965), pp. 272-82. For more examples of this phenomenon cf. below, p. 71 and p. 122.

<sup>2</sup>) Cf. San Nicolò, *Schlussklauseln*, p. 7. For a contrasting conception of the nature of cuneiform sale, cf. Boyer, *Formation de vente*, pp. 55-85.

has shown it to be a term which records quittance after the receipt of a necessary consideration. The quittance overtones of *tyb lbb* are confirmed by its close association with the abstract quittance term *rhqt mnh/k*.

*Tyb lbb* and *rhqt mnh* often appear together as a cluster:

- AP 14* (5) . . . *wtyb lbb* (6) *bmwm'h* . . . *wrhqt mnky*  
 (5) . . . "And my heart is satisfied (6) with the oath . . . and I hereby remove myself from you."  
*AP 20* (8) . . . *hwetbm lbbn b'lk nksy'* (9) *wtyb lbbn bgw* . . . *rhyn 'nhnh mnk*  
 (8) . . . "You have satisfied our heart with these goods (9) and our heart is satisfied therewith . . . we are removed from you."  
*AP 67* (5) *wtyb lbb[y . . .]rhqt mnk*  
 (5) "And my heart is satisfied [. . .] I hereby remove myself from you."

In these examples, the two terms are used in a contiguous cluster; there is, however, one case in which they are used together in a broken cluster:

- BP 3* (3) . . . *zbn wyhbn lk* . . . condition of property . . . (6) *yhbt ln dmwhy*  
 sum enumerated *wtyb lbbn* . . . description of boundaries . . .  
 (10) *zbn wyhbn lk* (11) *wrhqn mnh*  
 (3) . . . "We have sold and transferred to you . . . condition of property . . . (6) you have given us its price (sum enumerated) and our heart is satisfied . . . boundaries . . . (10) . . . We have sold and transferred it to you (11) and have removed ourselves from it."

*Rhq* is the Aramaic quittance term par excellence; it expresses the relinquishment of rights and claims and nothing else; it is abstract and unmotivated and does not convey overtones of performance. Its basic meaning is reflected most clearly in the transfer-*mrhq* deeds (*AP 13* and *AP 25*). These deeds record the peaceful transfer and relinquishment of property: no motivation is given; no mention is made of volition, consideration, litigation or oath of purgation; *tyb lbb* is not used. The main clauses are: a) *rhqt mnk* "I hereby remove myself from you;" b) *zylk hw* "It (the property) is yours."

If *tyb lbb* already conveys the idea of quittance, why was the extra quittance term *rhq* added? The answer must be sought along the following lines: scribes often added extra terminology to strengthen the obligatory powers of a deed. This is especially true when a term would otherwise be ambiguous. Since *tyb lbb* has overtones of completeness, performance and receipt—as well as of quittance—, the scribes may have added

*rhqt mnk* "I hereby remove myself from you"—the unambiguous relinquishment/quittance term—to explicate the quittance meaning latent in the many-faceted *tyb lbbi*. However, *tyb lbbi* when used alone can, if necessary, express the full range of meaning, including that of quittance, without the use of extra explicatives. Thus, if we are correct in our interpretation of the two terms, the use of *rhqt* with *tyb lbbi* is complementary rather than necessary or constitutive.

The close relationship between *tyb lbbi* and *rhqt*, and the complementary role of *rhqt* in the cluster, are seen clearly from a juxtaposition of the two extant sale transactions, *BP 3* and *BP 12*.

<i>BP 3</i>	<i>BP 12</i>
Operative	Operative
' <i>nĥn zbn wyĥbn lk byth . . . (3-4)</i> condition of the house	<i>zbn wyĥbn lk bytn . . . (12)</i> condition
' <i>nĥn zbnhy lk wyĥbt ln dmwĥy . . .</i> <i>wtyb lbbn bđmy'</i> . . . (5-7)	<i>wyĥbt ln dmwĥy . . . wtyb lbbn bđmy'</i> . . . (13-14)
boundaries	boundaries
<i>zbn wyĥbn lk wrĥqn mnĥ . . . (10-11)</i>	<i>zbn wyĥbn lk . . . (17)</i>
Final Clauses	Final Clauses
<i>l' nkl ngrnk dyn . . . bšm byt' znh</i> <i>zy 'nĥn zbn wyĥbn lk wrĥqn mnĥ</i> (12-13) <sup>1)</sup>	<i>l' nkhl nršnk dyn . . . bšm byt' znh</i> <i>zy zbn wyĥbn lk wyĥbt ln dmwĥy</i> . . . <i>wtyb lbbn bgw (25-26)</i> <sup>2)</sup>

1) Whereas *BP 3* employs the sequence *tyb lbbi-rhqt*, *BP 12* simply uses *tyb lbbi* without any explicatives; the force of the two documents, is nevertheless, exactly the same: *rhqt* can therefore be omitted without weakening the structure of the transaction.

<sup>1)</sup> "We have sold and transferred to you the house of . . . condition of the house. . . We have sold it to you and you have given us its price ( . . . ) and our heart is satisfied with the price (5-7) . . . boundaries . . . We have sold and transferred (it) to you and have removed ourselves from it . . . (10-11). Final Clauses. We will not be able to sue you in a suit . . . concerning this house which we have sold and transferred to you and removed ourselves therefrom (12-13)."

<sup>2)</sup> "We have sold and transferred to you our house . . . condition . . . You have given us its price . . . and our heart is satisfied with the price (14-15) . . . boundaries . . . We have sold and transferred it to you . . . (17). Final Clauses. We will not be able to institute against you a (formal) suit concerning this house which we have sold and transferred to you and you gave us its price and our heart is satisfied therewith (25-26)."

Paraphrased into Akkadian syntax, the final clause of *BP 3* should read: "we will not be able to contest the sold, transferred, and ceded house." Similarly, the final clause of *BP 12* should read: "we will not be able to contest the sale of the house which was transferred after the payment of satisfactory payment."

2) In the final clauses, *wrhqn mnh* of BP 3 is functionally identical with *wyhbt ln dmwhy . . . wtyb lbbn bgw* of BP 12.

More light is shed on the relationship of *tyb lbbv* to *rhqt* from the litigation-*mrhq*, AP 6. Dargaman lodged a complaint against his neighbor Maḥseiah concerning a plot of land. Maḥseiah thereupon “satisfied Dargaman’s heart” with a purgatory oath. The usual formula in this type of deed is: *hwṭbt lbbv bmwem’h wrhqt mnk* “you have satisfied my heart with the oath and I have removed myself from you.” Since the deed is specifically called a *spr mrhq* in the docket (l. 22), we would naturally expect the term *rhqt* to be used in the main part of the deed. Instead, we find simply: (11) . . . *ym’t ly byhw whwṭbt* (12) *lbbv ‘l ‘rq’ zk* “. . . You took an oath on my behalf by YHW and satisfied (12) my heart concerning this land.” The explanation of this rather strange phenomenon is the following: since *tyb lbbv* is both a term of receipt/payment and quittance—and in its latter phase is a virtual synonym of *rhqt* (at least in *entgeltliche* transactions)—it can often fill the slot demanded by *rhqt* according to the structural logic of the deed.