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.¹ 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 release²—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.³ One of the most prominent representatives of this perspective is definitely Johannes Renger,

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¹ Graeber 2012, 404.
² Graeber 2012, 410.
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 redistributional 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.⁴ 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.⁵ 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.⁶ 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.⁷ 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.⁸ 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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⁴ 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.

⁵ Renger 1993, 103-105.

⁶ Weber 1922, 368-385.

⁷ Weber 1922, 371.

⁸ Weber 1922, 374-381.
2. CONTINUITIES AND CHANGES IN OLD BABYLONIAN ECONOMIES

Since at the beginning of the Old Babylonian period\(^9\) 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.\(^10\) 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.\(^11\) 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 redistributal 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.\(^12\) At the same time we face a phenomenon which is often described in the sense of an

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\(^9\) 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.

\(^10\) MARZAHN 2008, 236.

\(^11\) LEEMANS 1950, 1; LEEMANS 1960, 4.

\(^12\) For further details see KIENAST 1976-1980, 52-59.
“individualistic turn” of the Old Babylonian period\textsuperscript{13} and which is economically connected to the increase of individual property,\textsuperscript{14} 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\textsuperscript{15} 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.\textsuperscript{16} Unfortunately there are no texts with comparable content from the Old Babylonian tradition,\textsuperscript{17} 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.\textsuperscript{18} This paper acts on the assumption that the law collections

\begin{itemize}
  \item \textsuperscript{13} KLENGEL 2004, 67-70; MARZAHN 2008, 244.
  \item \textsuperscript{14} Especially of fields, cf. EDZARD 1957, 4.
  \item \textsuperscript{15} 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.
  \item \textsuperscript{16} VEEHOF 2008, 183-218; VEEHOF 2013.
  \item \textsuperscript{17} Cf. LEMANS 1960, 119 f.
  \item \textsuperscript{18} For an overview and bibliography of the discussion see JACKSON 2008, 69-113 and 257-276.
\end{itemize}
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.19 However, the §§ 38-41 LE20 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,21 § 39 LE establishes the right of an impoverished man to redeem the house he sold, when the purchaser decides to resell,22 § 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.23 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.24 § 1 lists several articles in certain capacities, all of which equal the price of 1

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19 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.

20 For the edited and translated text see ROTH 1997, 65.

21 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.


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

24 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, 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. 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, 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.

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

b) *Laws of Ḫammurabi*

The most prominent law collection of the Old Babylonian period is, of course, the Laws of Ḫammurabi (LH). 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; the analogy to § 40 LE is evident, although Ḫammurabi’s laws are much more elaborated and give a

25 Goetze 1956, 32; Petschow 1968, 135; Yaron 1988, 106 f. and 224 f.
26 Korošec 1964, 87.
27 Yaron 1988, 225 f.
29 For the edited and translated text see Roth 1997, 46-140.
30 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 eventu-
alisies. § 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.\textsuperscript{31} §§ 278, 279 LH apply to the warranty
for quality and title of the sale of slaves,\textsuperscript{32} whereas §§ 280, 281 refer to the
purchase of slaves abroad and the possibilities of the former owner to release
them.\textsuperscript{33} The laws also show rates of hire and wages in §§ 268-277 LH,\textsuperscript{34} but
no tariffs or maximum prices. The extent of evidence for a legal framework
of sale in the Laws of Ḫammurabi 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. Fur-
thermore 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\textsuperscript{35} these provisions may seem rather
rudimental; applied to the transaction of sale as a fundamental economic ac-
tivity they mark at least basic points outlining the scope of sale as an economic
institution.

3.3 mīšarum-acts (Edict of Ammi-ṣaduqa)

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

\textsuperscript{31} Driver – Miles 1956, 202-205.
\textsuperscript{32} Driver – Miles 1956, 478-482.
\textsuperscript{33} Koschar 1917, 85-100; Driver – Miles 1956, 482-490.
\textsuperscript{34} Driver – Miles 1956, 469-478.
\textsuperscript{35} See above fn. 6 f.
\textsuperscript{36} This marks the difference to the Sabbatical and Jubilee year of the Bible; for the parallels see
WestbrooK 1995, 149-163.
\textsuperscript{37} WestbrooK 1995, 159 f.; Pfeifer 2012, 23 f.
\textsuperscript{38} Pfeifer 2005, 178-182.
period of which the one of Ammi-ṣaduqa (1647-1626 BCE) is with respect to its relative completeness the most important. 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. Thus their immediate institutional legal context is one of private interest-bearing loan as e.g. § 3 Ed. A-ṣ shows.

A reference to sale is made as part of the exception to the debt release in § 8 Ed. A-ṣ. 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. The reason behind this provision seems to be a privilege of commercial business transactions, 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, 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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39 For an overview of Old Mesopotamian legal acts see Kraus 1984, 14-110.
40 Pfeifer 2012, 22.
41 For the edited and translated text see Kraus 1984, 170 f.
42 For the edited and translated text see Kraus 1984, 174 f.
43 Pfeifer 2005, 181 with fn. 18.
44 For the privilege of business in the context of the palace (§§ 10-12 Ed. A-ṣ) see Kraus 1984, 215-235.
45 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. 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. Here the commissioner Adad-rē’um is bound to sell the received quantity of paint at the kārum of Eshnunna, whereas the principal Sin-iqišam 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, 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. An example for this practice can be found in the sale of slaves in TD 156: 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. 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 – 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

46 Goetze 1956, 30, supporting there the dating of the LE close to the Ur III period.
47 = VAB 5, 44 = HG 4, 877; for the edited and translated text see Leemans 1960, 86.
49 Westbrooke 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. Westbrooke 2003, 401 f. and for the achaemenid period Pfeifer 2010, 145-149.
50 = 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.
51 See Westbrooke 2003, 401 with fn. 124 and the literature cited there.
52 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.\textsuperscript{53} The litigation documents show that the formalities of the sale contracts, in particular witnesses and the record itself,\textsuperscript{54} enabled the parties to prove and thus assure their legal positions in the trial.\textsuperscript{55}

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.\textsuperscript{56} 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\textsuperscript{57} – which today is as up to date as back then.

\textsuperscript{53} On this text see recently Pfeifer 2015.

\textsuperscript{54} Westbrook 2003, 399.

\textsuperscript{55} On the further question of conditions and effects of the judgment see recently Pfeifer 2015.

\textsuperscript{56} For this general result also cf. (related to the LH) Petschow 1957-1971, 268 and Korošec 1964, 122.

\textsuperscript{57} Pfeifer 2012, 32.
Laws of Eshnunna

§ 1 LE (A I 8-17)
1 kur še’um ana 1 šiqil kaspim 300 silas of barley for 1 shekel of silver
3 qa šaman rūštim ana 1 šiqil kaspim 3 silas of fine oil – for 1 shekel of silver
1 (sūt) 2 qa šamnum ana 1 šiqil kaspim 12 silas of oil – for 1 shekel of silver
1 (sūt) 5 qa nāḫum ana 1 šiqil kaspim 15 silas of lard – for 1 shekel of silver
4 (sūt) ittûm ana 1 šiqil kaspim 40 silas of bitumen – for 1 shekel of silver
6 mana šipātum ana 1 šiqil kaspim 360 shekels of wool – for 1 shekel of silver
2 kur ūḫūlum ana 1 šiqil kaspim 600 silas of salt – for 1 shekel of silver
3 mana erûm ana 1 šiqil kaspim 300 silas of potash – for 1 shekel of silver
2 mana erûm epšum ana 1 šiqil kaspim 180 shekels of copper – for 1 shekel of silver

§ 2 LE (A I 18-20)
1 qa šamnum ša nisḫātim 3 (sūt) še’ušu 120 shekels of wrought copper – for 1 shekel
3 silas of fine oil – for 1 shekel of silver
1 qa naḫum ša nisḫatim 2 (sūt) 5 qa še’ušu 1 sila of oil, extract (?) – 30 silas is its grain equivalent
1 qa ittûm ša nisḫatim 8 qa še’ušu 1 sila of lard, extract (?) – 25 silas is its grain equivalent

§ 38 LE (A III 23-25, B 7-9)
šumma ina atḫi ištēn zittašu ana kaspim If, in a partnership, one intends to sell his
inaddin u aḫušu šâmam ḫašeḫ qablīt šānim share and his partner wishes to buy, he shall
umalla

§ 39 LE (A III 25-27, B III 10-11)
šumma awīlum īnišma bīssu ana kaspim If a man becomes impoverished and then
ittadin ūm šājimānum inaddinu bēl bītim
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)
šumma awīlum wardam amtam alpam u If a man buys a slave, a slave woman, an ox,
šīmam mala ibaššū išāmma nādinānam la or any other purchase, but cannot establish
ukīn šūma šarrāq the identity of the seller, it is he who is a thief

§ 41 LE (A III 30-31, B III 14-16)
šumma ubarum napṭarum u mudû šikaršu If a foreigner, a napṭaru, or a mudû wishes to
inaddin sābitum maḫīrat illaku šikaram sell his beer, the woman innkeeper shall sell
inaddinšum the beer for him at the current rate.
§ 7 LH (VI 41-56)

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)

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 the 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)

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)

\[\text{šumma bēl ħulqim śtīt mudē ḥulqīšu la itbalam sār tuššamma īddi iddāk}\]

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)

\[\text{šumma nādinānum ana śtimim ittalak śājimānum ina bīt nādinānim rugummē dīnim śuātī adī ḥamšīšu ileqeq}\]

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)

\[\text{šumma awīlum šū śībūšu la qerbu dajānū adannam ana śešṣet warḥū išakkānušumma šumma ina śešṣet warḥū śībūšu la irdīam awīlum šū sār aran dīnim śuātī ittanašsī}\]

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)

\[\text{šumma awīlum wardam amtam išāmma waraḥšu la intāma benni elīšu imtaqut ana nādinānušu utārma śājimānum kasap išqulu ileqeq}\]

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)

\[\text{šumma awīlum wardam amtam išāmma baqrī irtaši nādinānušu baqrī ippal}\]

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

§ 280 LH (XLVI 72-87)

\[\text{šumma awīlum ina māt nukurtim wardam amtam ša awīlim ištām intūma ina libbū mātim ittalkānum bēl wardim ulu amtim lu warassu ulu amassu ūteddi šumma wardum u amtum šunu mārū mātim balum kaspīmma andūrāšnu iššakkan}\]

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)

\[\text{šumma mārū mātim šanītim śājimānum ina maḥār ilim kasap išqulu iqabbīma bēl wardim ulu amtim kasap išqulu ana tamkārim inaddinma lu warassu lu amassu ipatṭar}\]

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 slave woman.

THE LEGAL FRAMEWORK OF A “MARKETLESS” ECONOMY...
§ 3 Ed. A-ṣ (B I 8’-17’, A Rs. 1’-2’)

B I 8’  ša še-am ù kù.babbar  
Who b[arley or silver
9’  a-na lú ak-k[a-d[i]-i ù  
[to a man from Akk]ad[e] or
lú a-mu-ur-ri-i  
a man from Amurru
10’  x x x x m]áš  ú-lu a-na  
[.......... i]nterest or for
me-el-gé-tim  
“receipt”
11’  x x x x x x x x x x x x x x x x x x x  
[.................. ] ... has given and
12’  [du]b-[p]a-a[m ú-š]e-zi-bu  
a [in]st[ru]me[nt 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’  dubɔ̃-šu ḫe-pi  
his instrument is broken.
16’  še-am ù kù.babbar  a-na pí-i  
Barley or silver according to the wording
dub-pí-ma  
of his instrument
17’  ú-ul ú-ša-ad-da-an  
he will not collect.

§ 8 Ed. A-ṣ (B III 1-6)

B III 1  lú ak-ka-du-ú  
A man from Akkade
ù lú a-mu-ur-ru-ú  
or a man from Amurru,
2  ša še-am kù.babbar ù  
who barley, silver or
bi-ša-am  
merchandise
3  a-na ši-m[i]-im a-na kaskal  
as purchase [pri]ce, for a ḫarrānu-business,
a-na tab.ba  
for a company
4  ù ta-ad-mi-iq-tim il-q[u]-ú  
or as non-interest-bearing loan has ta[ke]n,
5  dub-pa-šu ú-ul ḫe-ep-pí  
his instrument will not be broken up,
6  a-na pí-i ri-ik-sa-ti-šu  
according to the wording of his agreement
i-na-ad-di-in  
he will give.
Prices of commodities (Goetze 1956, 30)

<table>
<thead>
<tr>
<th>I šekel of silver</th>
<th>barley</th>
<th>wool</th>
<th>copper</th>
<th>oil</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Ur III (contracts)</strong></td>
<td>1 kur</td>
<td>10 minas</td>
<td>2-2.5 minas</td>
<td>9-15 qa</td>
</tr>
<tr>
<td><strong>Eshnunna (tariffs)</strong></td>
<td>1 kur</td>
<td>6 minas</td>
<td>2-3 minas</td>
<td>12 qa</td>
</tr>
<tr>
<td><strong>Ḫammurabi (contracts)</strong></td>
<td>0.5-0.6 kur</td>
<td>5 minas</td>
<td>-</td>
<td>9-10 qa</td>
</tr>
</tbody>
</table>

(1 šekel
c. 8.3 g; 1 mina
60 šekel
c. 500 g; 1 qa (sila)
c. 1 l; kur
300 qa (sila)
c. 300 l)
VS 8, 81/82 (VAT 1490 A-B) – tablet –

obv. 1 1 gún 30 ma.na ši-im-tum ki “zuen-i-qí-ša-am šiškur-sipa 5 šu-ba-an-ti ki-ma kar েš-nun-na ki ma kar

rev. kù.babbar i-lā-e 4 1/3 gín kù.babbar i-lā-e igi 30-i-din-nam dumu dingir-šu-a-bu-šu i-na ša-la-mi-šu iškur-sipa 1 talent 30 minas of paint has from Sîn-iqišam Adad-re’ûm received. According to the market(price) he (Adad-re’ûm) will pay silver And 4 1/3 shekels of silver on his safe return he (Sîn-iqišam) will pay. Before Sîn-idinnam, son of Ilšu-abušu. In the month of [xxx],

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

15 itu 1^in^ be-en_e-n[u] 3 u3^ni^ te-eb-i-tum a-na ba-aq-ri-šu ki-ma ši-im-da-at šar-ri iz-zâ-a-[z-z]u One month for bennu-disease, 3 days for investigation, (and) for vindication according to the royal decree they will be responsible

THE LEGAL FRAMEWORK OF A “MARKETLESS” ECONOMY… 23
TCL 1, 157 (AO 4657)
Vs. 1

[1 sar é
šà 2sar é] „[1 Sar Hausgrundstück,
gehörend zu 2 Sar Hausgrundstück]
4-8

Vermerk über vorausgegangene Veräußerungen

1 sar é šu-[a-ti …] – di[ses] 1 Sar Hausgrundstück

13

Lage beschreibung

it-ti dingir-ša-ḫé.gál nu.gig hat von Iluša-ḫegal, der qadıštu,
dumuₘᵋ ḍē-a-illat-sú der Tochter des Éa-ellasu,
a-n[a] 1[5] gín kū.babbar [die Bēlessunu, die nadītu des Mard]uk,
[be-le-sú-nu lukur ʾamar].utu meine Ehefrau,
aš-ša-ti – die Tochter des […]

14

15

16

17

dumuₘᵋ […]

[i-na mu am-mi-d[i-ta-na …] …]
im Jahr, als Ammi-[ditana …] …,
iš-ša-am-ma gekauft, und

18

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i-na-an-na dingir-ša-ḫé.gál
nu.gig dumuₘᵋ ḍē-(a-)illat-sú
ša 2 sar é
ḫa.la-šu il-qi-ú
ú-ša-ak-ni-ik
i-na-an-na dingir-ša-ḫé.gál
nu.gig dumuₘᵋ ḍē-(a-)illat-sú
ša k[a]-ni-ik ši-ma-tim ik-nu-
kam
1 sar é šu-a-ti ip-ta-aq-ra-an-ni
ki-a-am iq-bi-i-ma So sprach er und
1’dingir-ša-ḫé.gál nu.gig die Tochter des Éa-ellasu,
dumuₘᵋ ḍē-a-illat-sú so antwortete sie [wi]e folgt: „Den
ki-a-am i-pu-ul [u]m-ma ši-ma Kaufpreis
für 1 Sar Hausgrundstück,
1 sar é šà 2sar é
šà [i]t-ti be-le-sú-nu lukur gehörend zu 2 Sar Hausgrundstück,
ʾaš-ša-ba a-ša-mu das ich [v]on Bēlessunu, der nadītu
des Zababas, gekauft hatte,
be-le-sú-nu lukur ʾamar.utu Bēlessunu, der nadītu des Marduk,
ad-di-in-ma habe ich es verkauft und
1[5] Šekel Silber haben sie mir nicht gegeben.“
Dergleichen antwortete sie.
Die Richter haben von Iluša-ḫegal Männer als Zeugen (dafür),
dass die nadittu Bēlessunu das Silber ihr nicht gegeben hat,
odder doch einen Schuldschein, den sie ihr für den Rest des Silbers ausgestellt hat,
verlangt, aber sie (d.h. die Zeugen und der Schuld-
schein) existieren nicht und sie (d.h. Iluša-ḫegal) hat (sie) nicht herbeigebracht.

Als die Zeugen, die auf der gesiegelten Urkunde geschrieben waren,
sie sie befragten und,

I[5] Šekel Silber haben sie mir nicht gegeben.“
Dergleichen antwortete sie.
Die Richter haben von Iluša-ḫegal Männer als Zeugen (dafür),
dass die nadittu Bēlessunu das Silber ihr nicht gegeben hat,
odder doch einen Schuldschein, den sie ihr für den Rest des Silbers ausgestellt hat,
verlangt, aber sie (d.h. die Zeugen und der Schuld-
schein) existieren nicht und sie (d.h. Iluša-ḫegal) hat (sie) nicht herbeigebracht.

the legal framework of a “marketless” economy... 25
Lage beschreibung

58. ši-ma-at be-le-sú-nu lukur 4a-mar.utu gekauftes Gut der Bēlessunu, der
59. aš-ša-at ad-di-li-ib-lu-uṭ Ehefrau des Addi-libluṭ,
60. ʾdingir-ša-ḫé.gál dumušē-.ša die Iluša-ḫegal, ihre Söhne,
aḫ-ḫu-ša ihre Brüder,
61. ʾu ki-im-ta-ša a-na be-le-sú-nu oder ihre Familie gegen die Bēlessunu
62. ʾu ad-di-li-ib-lu-uṭ mu-ti-ša und Addi-libluṭ, ihren Ehemann,
u-šar ri nicht klagen,
63. ʾu-ši-[r]a-ag-ga-mu haben sie bei Marduk und Ammi-
64. mu 4a-mar.utu ʾu am-mi-di-ta-na ditana, dem König,
šar ri geschworen.“
65. in .pà .de mēš

66-74. Namen von 8 Richtern und des „Bürgermeisters“

75-76. Kontrollvermerk zweier Archivare

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II Siegel
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