

Harris

To my Teacher
Professor Benno Landsberger
on his 70th Birthday

OLD BABYLONIAN TEMPLE LOANS

RIVKAI HARRIS

Chicago, Illinois, U.S.A.

Among the many loan texts of the Old Babylonian period there is a group of loans which should be singled out. This is the group of temple loans i.e., loans in which a god appears as creditor.¹ A study made by the present writer of the archive of the Sin temple in Tutub (present day Khafajah) revealed the prominent role played by the temple as a kind of bank, lending silver and food staples through the agency first of the *enum*-priest of Sin and later through other temple officials.² As a result of this study an investigation of Old Babylonian temple loans was undertaken in order to discover how widespread the practice was, and to what extent other temples of this period acted in the same capacity.³

Little is as yet known about the revenues and properties of the temples in the Old Babylonian period.⁴ However, it is known that temples were enriched by royal gifts of land and prisoners. They also received a more or less regular income

1. I wish to thank Dr. Leo Oppenheim for reading the MS of this article and offering many helpful suggestions. The abbreviations used here follow those of the CAD. Although to our knowledge temple loans are not attested to in the period prior to the Old Babylonian period, such loans do occur in the Neo-Assyrian period. See ADD 38, 42 and 43 in which Ištar of Nineveh and Ištar of Arbela (the former in ADD 38, 43 and the latter in ADD 42) appear as creditors. In many loan texts found in the Nabu temple in Nimrud Nabu appears as creditor; see Barbara Parker in Iraq 19 129ff.

2. In JCS 9 38ff.

3. In AJSL 32 250ff. I. Price was the first to deal with the temple loans as a group. However, he included in this group the loans given by the *naditu* women. With this we would differ. In a forthcoming study of the *naditu* of Sippar we shall attempt to show that as creditors, as well as in other areas, the *naditu* functioned as private individuals and not as persons acting on behalf of a temple.

4. There is evidence that a temple might own animals. For example in Gautier Dilbat 45 Šamaš and Aja rent out an ox, suggesting that the Šamaš temple in Dilbat must have owned animals.

from offerings and tithes. The *naditu* of Sippar, for example, was obligated to bring *piqittu* offerings consisting of flour, meat and bread to the Šamaš temple for the festivals of Šamaš. Important, too, was the income which the temples must have derived from their land holdings which they maintained as a self-supporting organization. Furthermore, the very fact that so many temples are found in the role as creditor is reason enough to assume that temples must have had the resources to act as banks.

Under the term "temple loans" two entirely different types of transactions have been included which have in common only the fact that a god appears as creditor in both. One transaction, and by far the more common of the two, is a pure loan given to one or more persons by the temple. At times a human agent appears along with a god as creditor in what will here be termed "joint loans." The other type of text is a vow made to a god which is formulated as a loan. These two types of texts which illustrate the complexity of Old Babylonian legal forms will be treated separately.

I

PURE TEMPLE LOANS ARRANGED ACCORDING TO PROVENIENCE

(the "joint loans" are followed by an
asterisk)

North Babylonia

Mari

ARM 8 22*, 23*, 24*, 25*, 26*, 27*, 28*,
29*, 30*, 31*, 32*, 33*, 34*, 35*, 36*, 45*,
48

Dilbat

Gautier Dilbat 58; VAS 7 162

Sippar

VAS 8 125*, 128; VAS 9 29, 30 (= Meissner
BAP 8), 134, 183*, 187; CT 6 40c; CT

33 49a; TCL 1 107, 183, 188; PBS 8/2
215; JCS 11 18 CUA 75

Šupur-Šubula

JCS 5 91 MAH 16354, MAH 16361

South Babylonia

Larsa

YOS 8 96*, 145; BIN 7 160, 164, 165

Nippur

Çiğ-Kızılyay-Kraus Nippur 124; PBS 8/2
127; BE 6/1 67; BE 6/2 20; 2N-T130
(unpubl.); 3N-T222 (unpubl.)

Ur⁵

UET 5 302*, 304, 310, 311, 316*, 318*, 322,
324*, 325, 384

Region East of the Tigris

Tutub

JCS 9 71ff. Nos. 7-54

Neribtum⁶

A 7638*, A 7650*, A 7699*, A 7728*, Ish.
1934, 144*, Ish. 1935, 29, 30, 62 (all un-
publ.)

Šaduppum

BIN 7 76*, 79*, 80*, 81*, 82*, 84*, 85*, 88*,
89*, 91*;⁷ JCS 13/14 Nos. 27, 69, 77, 84,
86, 90

Susa

MDP 22 22, 35, 119, 124*; MDP 23 179,
180*, 182*, 183*, 198*, 271*, 273*; MDP
28 428*

Unknown Provenience

YOS 12 1, 30, 45, 234*, 253*, 284, 296, 472;
BIN 2 85; Frank Strassburger Keilschrift-
texte 31*; Boyer Contribution 138; VAS
9 83*, 148*; VAS 13 59, 95*; Speleers Recueil
225; RA 12 71

On examining the provenience of the temple loans it is clear that the role of temples as creditor was a widespread one. Not only did the temples in the major cities of Babylonia proper fulfill this function but even the temples in regions outside

5. Not included are certain loans which involve the temple of Nanna (UET 5 317, 325, 363 and 390). In these loans, though the temple is mentioned, the creditor is not a god. They are important, however, for an understanding of the complex business enterprises entered into by the temple, at least in Ur.

6. For the equation of Ishchali with Neribtum see JCS 9 33 note 15.

7. S. Simmons has shown in JCS 13 72 why the texts mentioning Gidanum come from Šaduppum and not from another city as hitherto thought. On the loans in which Gidanum alone appears as creditor see p. 129.

of this area such as those in Mari and in the cities in the Diyala region were active in this role. Although there were local variations and differing customs, the function of the temple as creditor was extensive.

Chronological Distribution of the Temple Loans

About half of the temple loans are provided with date formulae. Since the temple loans just mentioned do not form a systematic unit we may, without going into great detail, describe in a general way the period in which these loans were current. The earliest temple loans date from what has been termed the Isin-Larsa period, and which we have subsumed under the term Old Babylonian period, the period in which the cities of Babylonia and the Diyala region were ruled by petty kings. All the temple loans from the Diyala region date from this period. As for the loans from Babylonia proper, the earliest one extant comes from Ur and dates from the 7th year of the reign of Abisare. The other loans from Ur date from the reign of Rim-Sin as do some of the Nippur temple loans. The bulk of the loans from Sippar and Nippur date from the reigns of Hammurabi and Samsuiluna. But since the major portion of the extant legal texts belongs to the reigns of these two kings, this fact is of no great significance. The latest temple loans date from the reign of Abiesuh: JCS 5 91 MAH 16354 and MAH 16361. That no later temple loans have been found to date is we think accidental; for, the other type of transaction in which a vow promised to a god is formulated as a temple loan is attested in the later part of the Old Babylonian period, too.

The Gods Appearing as Creditors

In more than 80% of the temple loans it is the god Šamaš who appears as creditor. The next most frequently mentioned god is Sin.⁸ He appears only in loans from Ur (UET 5 302, 304, 310, 324), Tutub (in the Tutub Sin-loans), in a text from Šupur-Šubula (JCS 5 91 MAH 16361), and

8. It is interesting to note that in some of the Sin and Šamaš loans the crescent of the former and the sun disk of the latter is drawn on the tablet. See YOS 12 296 and JCS 5 91 MAH 16361 for the crescent and YOS 12 284 and JCS 5 91 MAH 16354 for the sun disk. Scheil who published several temple loans suggested (RA 13 131 note 1) that the prominence of Šamaš and Sin may be due to the fact that as sun and moon they represented the precious metals, gold and silver.

in two loans of unknown provenience (YOS 12 39 and 296). Other gods also appear as creditors: Bel-gašer in loans from Šaduppum (JCS 13 86 Nos. 27 and 69), Ninšubur in a Sippar loan (VAS 8 125) and Išarpadda in a loan of unknown provenience (RA 12 71).

Goddesses, too, are mentioned in temple loans: Inanna Kititum⁹ and Ištar in Neribum (Ish. 1934, 144 and A 7728, respectively), Gula along with Ninlil in Ur (UET 5 311), Ninegal and Inanna of Zabalam in Larsa (the former in BIN 7 160, the latter in BIN 7 164 and 165). In one Sippar temple loan the goddess Aja appears alongside her consort Šamaš (VAS 8 128).

The prominence of Šamaš in the role of creditor, and hence the prominence of his temple in this function, is significant. It was the Šamaš temple which more than any other temple served as a kind of bank.¹⁰ It would appear then that Šamaš, the god of justice, had assumed in the tradition of the people the role of creditor par excellence. It is noteworthy in this connection that the Šamaš cult also contributed to the standardization of measures and interest rates in order to regulate commercial activities in favor of the underprivileged. This contribution is demonstrated by the frequent references to the *šibat Šamaš* "the interest (rate) of Šamaš" and *GIŠ.ĀŠ Šamaš* "the *šimid* measure of Šamaš."

Lending credence to the view that Šamaš, and Sin, too (though to a much lesser degree), were traditionally considered as the creditors in temple loans is their being mentioned in an oil omen text dating from the Old Babylonian period. In YOS 10 69:9f. we find that, if oil assumes a certain form, then KUG.BABBAR "UTU *labīru elī awīlim ibašši* "a man owes an old (debt) to Šamaš" and, if the oil assumes another form, then [KUG.BABBAR "EN.ZU *labīru elī awīlim ibašši* "a man owes an old (debt) to Sin]." (The

9. Only *Kititum* appears on the tablet. But this is simply an abbreviated form of *Inanna Kititum*, the principal goddess of Neribum. For this see OIP 43 124 and 189.

10. There is, however, one consideration which makes for difficulties with this statement. Nippur, for example, is not known to have had a Šamaš temple and yet Šamaš is the god who appears as creditor in the temple loans from this city. One can only conclude that either the Šamaš temple of Nippur has not yet been uncovered, or that no matter which temple actually granted the loan it was still Šamaš who was considered to be the creditor. We can offer no solution to this problem.

restorations are made possible on the basis of another Old Babylonian copy of this same text: CT 5 4:7-8). It is significant that it is Šamaš who is mentioned first, rather than Sin.

Characteristic of many of the temple loans (e.g., BE 6/2 20, PBS 8/2 127, YOS 12 1, 45, Gautier Dilbat 58, UET 5 310, 318 and passim) is the appearance of gods as witnesses. Usually (note such exceptions as YOS 12 1 and BE 6/2 20), the god who appears as creditor does not act as witness. Sometimes these divine witnesses are followed by the names of human witnesses. Just what function these divine witnesses had cannot at this time be established, for this problem requires separate investigation.

Joint Loans

In many of the temple loans a human agent appears along with the god as creditor. We have termed these loans "joint loans" and have indicated them above by an asterisk. The crucial question with regard to these joint loans is: who are the individuals that are mentioned along with the god? It has been assumed that these people are temple officials.¹¹ The answer is, however, not quite so simple. Several of these human agents are definitely *tamkāru* "merchants." For example, one Niggija who appears as creditor along with Šamaš in YOS 12 1 is referred to as a *tamkāru* in YOS 12 290:37 where he acts as a witness. In UET 5 302 Ilima-ilum, the creditor along with Šamaš is described as a *tamkāru*. The Abu-waqar of YOS 8 96 is probably identical with the well known *tamkāru* of Larsa with this same name.¹²

In the most thorough investigation to date of the business and social position of the *tamkāru* undertaken by W. F. Leemans, *The Old Babylonian Merchant*, the difficult problem of the relationship existing between the temple and the *tamkāru* has not been fully explored. That there was some connection between the two is clear for several reasons. In a letter written by Ham-murabi (YOS 2 32) which is relevant to our sub-

11. For this see most recently W. F. Leemans, *The Old Babylonian Merchant* 38, the present writer in JCS 9 39ff., and Simmons in JCS 13 86. Boyer in ARM 8 200 expresses a different view about the persons appearing along with gods in the joint loans. He thinks that these agents were not representatives of the temple but rather bankers operating in their own interest.

12. On Abu-waqar see Leemans, *op. cit.*, 63.

ject and which will be referred to later, we read:
^mEN.ZU-a-na-ĪE.GAR¹³-li-pa-li-is¹³ DUMU
 Ma-ni-nu-um ša na-ak-ru-um il-qū-ū 10 GÍN
 KUG.BABBAR i-na É ⁴EN.ZU a-na DAM
 GĀR-šu id-na-a-ma pu-ut-ra-šu "as to Sin-ana-
 ĪE.GAR-lippalis, the son of Maninum, whom the
 enemy has captured, give ye 10 shekels of silver
 from the Sin temple to his *tamkārum* and redeem
 him." This letter echoes the passage found in
 the Code of Hammurabi §32 which deals with
 the redeeming of the *rēdūm* and *bā'irum* who have
 been captured. In the Code, too, the *tamkārum*
 is the agent through whom the prisoner is to be
 redeemed. And as in the letter, so too, in the
 Code a possible source for obtaining the ransom
 money is through the temple of the god of the
 city of the captive (*ina bīt il ālišu*). We would,
 therefore, suggest that the *tamkāru*, the only
 person granted the freedom of mobility in this
 period, served as the liaison between temple and
 debtor just as he served as the liaison between
 temple and captive. It might then be asked
 what did the *tamkāru* gain from his association
 with the temple in the area of lending when he
 might take a higher rate of interest in lending as
 a private person as he usually did. G. Boyer¹⁴,
 in commenting on the temple loans from Mari,
 suggests that the human agent perhaps received
 certain judicial advantages which made up for the
 loss he incurred. This is a possible answer but
 much more work on the *tamkāru* is required be-
 fore a definite answer can be supplied.

It should be noted, furthermore, that another
 clue to an association of some kind between the
tamkāru and temple is given by a text from Ur.
 In UET 5 430 reference is made to the *tamkāru*
 of the temple of Nanna (DAM.GĀR.MEŠ ša É
⁴ŠEŠ.KI.TA) again implying that the *tamkāru*
 and the temple were connected in some way.

In a temple loan from Neribtum (Ish. 1934, 144)
 an unspecified number of ŠĀ.TAM officials whose
 names are not included appear as creditors along
 with Inanna Kititum. In all probability these
 officials were part of the temple personnel re-
 sponsible for the management of the granaries and
 storehouses of the temple, indicating that temples
 did have the resources for serving as banks.

In Tutub, for some time at least, it was the

13. The reading of *-lippalis* rather than *-liṣū* is based
 on a collation of the tablet.

14. In ARM 8 200.

enum-priest who acted on behalf of the Sin temple
 as creditor. In Mari there is an example, ARM
 8 33, where the human agent Ili-iddinam is a
kutimmu, a silversmith, a craftsman who may
 have been employed by the Šamaš temple. The
 Dan-ili who appears frequently in the joint temple
 loans from Susa (MDP 23 179, 182, 183; MDP
 28 428) is perhaps to be identified with Dan-ili
 the *sakallu* official of Susa.¹⁵

It would, therefore, appear that the human
 agent appearing alongside the god as creditor
 might belong to one of several professions and
 might occupy a position of great or insignificant
 importance varying with the temple and city.
 He had, although it is not always clear to us,
 some association with the temple which granted
 the loan. It was also possible for the agent to
 appear as sole creditor even when he acted on
 behalf of the temple. This is clearly shown by
 the example of Ur-Kalkal who in VAS 9 148 ap-
 pears as creditor with Šamaš. This same Ur-
 Kalkal is sole creditor in VAS 9 201, but here,
 though Šamaš is not mentioned, the fact that it
 is a temple loan is revealed by the appearance of
 gods, among them Šamaš, as witnesses to the
 transaction. In the case of Gidanum of Šadup-
 pum, it also seems very likely that where he ap-
 pears as sole creditor, he too, is acting on behalf
 of the temple (see BIN 7 72, 73, 75, 77, 78, 83,
 86, 87, and 90). In these instances the debtor
 certainly knew to whom he owed his debt, namely
 to the temple.

These joint loans were at times quite compli-
 cated and are difficult for us to understand. An
 example of the sometimes complex nature of such
 a loan is UET 5 324:

1. 1 GÍN KUG.BABBAR
2. ŠĀ 5 GÍN KUG.BABBAR
3. ša il-ti ⁴ŠEŠ.KI
4. ù ⁴EN.ZU-iš-me-a-ni
5. ^mĪ-lī-īp-pa-al-sà-am
6. il-qū-ū
7. KI ⁴ŠEŠ.KI
8. ù Ī-lī-īp-pa-al-sà-am
9. ^mĪ-lī-īb-na-an-ni
- L.E. 10. ŠU.BA.AN.TI
11. UD-um KUG.BABBAR
- Rev. 12. ⁴ŠEŠ.KI

15. However, G. G. Cameron, Early History of Iran
 85 note 47 takes issue with this view.

13. \dot{u} ⁴EN.ZU-*iš-me-a-ni*
14. *i-ri-šu*
15. ^m*Ī-ib-na-an-ni*
16. *a-na* ⁴ŠEŠ.KI
17. \dot{u} ⁴EN.ZU-*iš-me-a-ni*
18. KUG.Ī.LĀ.E . . .

"1 shekel of silver from the 5 shekels of silver which Ili-ippalsam took as a loan from the god Nanna and Sin-išmeanni, Ili-ibnanni took (as a loan) from the god Nanna and Ili-ippalsam. When the god Nanna and Sin-išmeanni ask for the money, Ili-ibnanni will pay the money to the god Nanna and Sin-išmeanni . . ."

From the above text we learn that one Ili-ippalsam had borrowed 5 shekels of silver from the Nanna temple and its agent Sin-išmeanni; a certain Ili-ibnanni in turn borrowed 1 shekel of silver from the debtor Ili-ippalsam. Ili-ibnanni, however, has to return the loan to the original creditors: the god Nanna and Sin-išmeanni.

Another illustration of the complexity of these joint loans is given in YOS 8 145. Here Šamaš and his agent Sin-išmeanni grant a loan for business purposes to Zubabum and the same Sin-išmeanni. The latter is thus both creditor and debtor in this case.¹⁶

In connection with the joint temple loans one extant text RA 12 71 is of special interest. It is, to our knowledge, the only example of the payment of a temple loan. It is of unknown provenience and is worth quoting in full:

1. $\frac{1}{2}$ MA.NA KUG.BABBAR
2. KUG ⁴*I-šar-pād-da*
3. ^m*A-ma-tum*
4. ŠĀ.GA ⁴*I-šar-pād-da*
5. \dot{u} *Īr-ra-ga-še-er*
6. AL.DŪG.GA .

" $\frac{1}{2}$ mina of silver, the money of the god Išarpadda, Amatam pays (literally satisfies the heart of) the god Išarpadda and Irra-gašer."

Amatam, a woman, had borrowed a relatively large sum of money from Išarpadda, an otherwise unknown god.¹⁷ She repays the money to Išarpadda and his agent Irra-gašer. The seal of Irra-gašer in the inscription, appears on the

tablet where he is described as the "servant of Išarpadan (not Išarpadda)". It was probably Irragašer along with Išarpadda who gave the original loan to Amatam.

The temples in the Old Babylonian period together with such wealthy individuals as Balmunamhe of Larsa and the *nadītu* of Sippar played an important role as creditors. What, if any, interrelationship existed between the temple, on the one hand, and these private individuals on the other, cannot be determined at the present time. Nor is it known which played the more significant part in this enterprise, for, compared with documents belonging to private persons there are very few temple texts. It seems likely that the importance of temples and private individuals as creditors fluctuated with varying conditions and circumstances.

An economic text from the Šamaš temple in Sippar, VAS 9 125, hints at the importance of this function to the temple. The text read as follows: $1\frac{1}{3}$ GÍN 10 ŠE KUG.BABBAR ŠĀ *la-bi-ri-im* 15 ŠE KUG.BABBAR ŠĀ GIBIL *ša* ⁴UTU "1 $\frac{1}{3}$ shekels 10 ŠE of silver, part of the old (debt), 15 ŠE of silver, part of the new (debt), (silver) belonging to Šamaš." As is usual with accounts little information is given. The name of the debtor is not supplied. But it is noteworthy that accounts were kept by the temple of outstanding debts owed to it.

Objects and Amounts Borrowed

Barley and silver were the objects lent by temples. There is one example from Tutub, JCS 9 69 No. 51, where emmer is borrowed by the debtor from the temple. Although there are more extant loans of silver than of barley, this is due to the accidental nature of our collection. However, the fact that there are far more loans of barley among the temple loans coming from the Diyala region and only loans of silver from Mari reflects, in all probability, the actual situation in these regions. By and large, both silver and barley were borrowed by debtors.

More than 90% of the barley loans consist of small loans, 5 GUR of barley or less. About the same percentage of silver loans involve loans of three shekels or less. The large loans of silver were, as shall be shown below, taken for business purposes. There are two loans dating from Rim-Sin in which unusually large amounts of

16. This text is discussed at length in HG 6 1551 and in W. Eilers, *Gesellschaftsformen* 61.

17. Although the god Išarpadda does not appear elsewhere his name in the variant Išarpadan is found as a personal name of the Ur III period. For references see Gelb MAD 3 212.

barley are borrowed. In VAS 13 59, a joint loan, the large quantity of 70 GUR of barley is lent to four brothers. In VAS 13 95, also a joint loan, two men, one of whom is a gardener, borrow a little more than 25 GUR of barley.

The terms of the temple loans are those common to loans in general and so they need not be dealt with here.

Reasons for Loans Being Taken

Only in a few instances are we explicitly informed as to the reasons for which the temple loans were solicited. Most loans were undoubtedly taken by poverty stricken people to tide them over until harvest time. However, a number of loans in which silver is borrowed were taken for the express purpose of business. In Larsa this type of loan is referred to as NAM. TAB.BA "a partnership (loan)" (YOS 8 96, 145); in Sippar (VAS 9 183) and in Susa (MDP 22 124, 129; MDP 23 271, 273) they are called TAB.BA loans. Since this type of loan has already been thoroughly treated¹⁸ only a few observations pertinent to the temple loans need be made.

The "partnership loans" involve the largest sums of silver taken from the temple: 20 shekels to 20 minas. However, in VAS 9 183 and in Frank Strassburger Keilschrifttexte 31 the comparatively small amounts of $3\frac{1}{4}$ shekels and 3 shekels, respectively, are borrowed. All the "partnership loans" are joint loans, loans given by the god and his human agent. Perhaps the very fact that such substantial sums of money were involved would require that the agent be mentioned. Whether or not the human creditor mentioned in this type of loan was himself involved in the business transaction is difficult to say. Reference has already been made to YOS 8 145, a clear example where the human creditor and one of the debtors was one and the same person.

There are two examples which are not described as "partnership loans" but which, in view of the large sums of money borrowed from the temple, in all probability were taken for business purposes. In CT 33 49a, 36 shekels of silver are borrowed by the creditor, hardly an amount that a poor person would borrow. In RA 12 71, one Amatam repays the god Išarpadda and his agent the large sum of 30 shekels, a loan which must

also have been borrowed in order to undertake some business enterprise.

Unusual is a Susa temple loan, MDP 22 119 where the god Šamaš himself and one Warad-Kubi are said to be partners (¹⁹UTU¹⁹ ù IR-Ku-bi tap-pu).

Unusual, too, is another loan text, VAS 9 134, in which money is borrowed for the purpose of a business enterprise. The text runs as follows: x GÍN KUG.BABBAR ša ²⁰UTU i-na qá-ti PN ša i-ḥa-as-sa-su-ma i-li-am ša ²¹UTU-ma "x shekels of silver belonging to Šamaš are at the disposal of PN, whatever (business) plan he sets afoot and (whatever) it will yield²⁰ belongs to Šamaš." This text in contrast to the other loans given for business purposes is not a joint loan, nor are there any witnesses to the transaction.²¹

That the temple served the important function of redeeming captives of war has already been mentioned above. §32 of the Code of Hammurabi and an Old Babylonian letter written by Hammurabi (YOS 2 32) refer to this role of the temple. Among the temple loans there is one text from Sippar, CT 6 40c, where one Qišusu borrows 24 shekels of silver from Šamaš and gives this money to another person for his redemption (*ana ipterišu*). The silver which Qišusu borrows is described as being the tithe (*ešrētum*) of Šamaš. However, this may not be an example of a captive being redeemed but rather a case in which a pledge, namely Qišusu, redeems himself with the help of a temple loan. If so, in this area, too, the temple aided in alleviating the difficulties of people.

In Tutub there is an example (JCS 9 99 No. 88) of a son borrowing silver from the Sin temple in order to redeem his father who appears to have been a pledge with the temple. However, since he cannot repay his debt he has to sell himself to the *enum*-priest.

The Temple as Beneficent Creditor

It is quite apparent that the temples situated in cities outside of Babylonia proper were in no way more favorably inclined or more magnanimous to their debtors than were private persons.

19. The use of the vertical wedge before the name of Šamaš may simply be a scribal error.

20. For *ḥasasu* in this meaning see CAD 6 124f.

21. However, the fact that the text is dated would indicate that the tablet was completed.

18. See Eilers, *op. cit.*

In one Mari temple loan (ARM 8 31), for example, the Šamaš temple takes the debtor's wife as pawn for the loan. Furthermore, the temples in the Diyala region charged the same interest rates on their loans as did private persons. However, there is sufficient data to prove that frequently temples in the cities of Babylonia proper were concerned with relieving the burden of the debtor.

In his study of interest rates current in the Old Babylonian period W. F. Leemans²² has shown that on the whole — for there are exceptions to this — the interest rate on the barley loans granted by the temples was 20% as against the 33 $\frac{1}{3}$ % charged by private persons.

Moreover, there was at times a special way of paying interest to the temple for loans which may be considered as a means to help the debtor.

The MĀŠ *mākalu* clause

There existed the custom of offering food to the god from whom the loan was taken (and thus to his priests) in lieu of paying interest. This is referred to by a specific clause whose wording is most laconic. It consists of two words MĀŠ "interest" (or its interest) and *mākalu* "food (offering)." The Sumerian variant: *māš.bi l.kú.e* "he (the god) will eat the interest of it (the loan)" also occurs.

The MĀŠ *mākalu* clause appears in temple loans from Sippar (JCS 11 18 CUA 75; VAS 9 29, 187), Nippur (BE 6/2 20), Larsa (Boyer Contribution 133), Šupur-Šubula (JCS 5 91 MAH 16361), Šaduppum (JCS 13 4 No. 15), and in two from unknown places (BIN 2 85 and YOS 12 472). It was, therefore, not limited to any one locale, nor was it limited to a particular king's reign. It was current — and this might by future finds be extended — from the end of Hammurabi's reign down to the period of Ammiditana.

With the one exception of BIN 2 85, which records the loan of 11 shekels of silver, all the other loans in which the MĀŠ *mākalu* clause occurs consist of loans of 2 shekels of silver or less.

There are several slightly different formulations of the MĀŠ *mākalu* clause:

MĀŠ *ma-ka-lum* (BIN 2 85; VAS 9 187; JCS 13 4 No. 5)

MĀŠ.BI *ma-ka-lum* (Boyer Contribution 133; YOS 12 472; JCS 11 18 CUA 75; JCS 5 91 MAH 16361)

22. In RIDA 5 21.

MĀŠ-šu *ma-ka-lum* (VAS 9 29)

māš.bi l.kú.e (BE 6/2 20)

It has generally been accepted²³ that the term *mākalu* refers to some meal which was given to the god in lieu of interest. The Sumerian variant of the clause²⁴ *māš.bi l.kú.e* "he (the god) will eat the interest of it (the loan)" clearly supports this view. Enlightening, too, are two passages occurring in the recently published legal texts from Mari. In a Mari temple loan, ARM 8 48, a woman borrows silver from the god Šamaš. The text goes on to state that when she repays the loan *ki-ma* MĀŠ-šu 2 UDU.NITÁ *i-tā-ab-ba-ah* "in place of its interest she will slaughter two rams." This is similar to the MĀŠ *mākalu* clause except that in the latter a meal offering rather than meat is given to the god.²⁵ The other Mari text, ARM 8 78, is a complicated and difficult text concerning the redemption of a person. It reads (ll. 27f.): *ù a-na DAM.GĀR-šu 1 UDU ú(sic) 1 UDU.NITÁ a-na i-lí-šu i-na-di-in* "furthermore, he will give to his *tamkāru* 1 sheep and 1 ram to his (personal) god." (Note that the *tamkāru* is here too the agent acting to redeem the man).

The giving of a food offering to the temple in lieu of interest certainly served to relieve to some extent the burden of the debtor.

Special Clauses

Further evidence of the beneficence of some temples at least, is provided by the absence of specific terms as to when a loan was to be repaid. There are examples in several of the extant temple loans in which no term is stated. In YOS 12 284 the debtor, a woman, is to repay her loan UD-um KUG.BABBAR *i-ma-ru* "when she finds the silver." This same phrase also occurs in a temple loan from Šaduppum (JCS 13 87). In BIN 2 85, a different clause appears which

23. Most recently by A. Goetze in JCS 11 17 note to CUA 75 and by S. Simmons in JCS 13 84.

24. Sumerian was retained by the scribes of Nippur long after Akkadian found its way into the legal terminology of the scribes of other cities. Note, too, that the *šalmu balṭu* clause discussed further on is written in Sumerian only in Nippur.

25. Of interest in this connection is a temple loan from Nippur, PBS 8/2 127, in which the barley borrowed by the debtor is described as being *še ninda.kú* ⁴Utu "the barley for the food of Šamaš."

also implies that the debtor is to repay his loan whenever possible: UD-um it(?)-ta-ab-šu KUG.-BABBAR "UTU *i-pa-al* "when it (the silver) will have become available to him (the debtor), he will repay the silver to Šamaš." Once again a parallel to this clause, too, is found in a temple loan from Šaduppum (JCS 13 87). Another clause with the same underlying implication appears in a temple loan from Sippar (TCL 1 188): *i-nu-ma* "UTU KUG.BABBAR-am a-na PN *i-ta-ad-nu i-na-di-šu* "when Šamaš will have given PN (enough) money he (the debtor) will give it to him (Šamaš)."

Assumption of Responsibility by Sons to Pay Fathers' Temple Debts

Among the temple loans, there are four texts in which the son of a deceased debtor assumes the responsibility of repaying the debt of his father. In YOS 12 30 one Ibbi-Šamaš owes Šamaš 1½ shekels of silver, KUG.BI É.AD.DA.NI "the money of his father's estate." In two other temple loans the debtor is in both cases Ubarrum of Šupur-Šubula: JCS 5 91 MAH 16361 and MAH 16364. However, there exist difficulties in these two texts which we cannot solve. B. Landsberger in his discussion of Ubarrum's archive (JCS 9 130) suggested that these two loans were "tabulations of a regular obligation to the gods which Ubarrum as head of his family had to meet under the name of KUG É.A.BA." Ubarrum was two years in arrears in his payments to the Sin and Šamaš temples, but the "gods (i.e., the temples) were willing to accept regular installments for the belated payments (*usaddarma ippal*) but the loans required interest." Although, for lack of a better solution to the problems, Landsberger's suggestion must be considered as possible we have doubts as to its validity. There is no basis for assuming that families had "regular obligations" to meet. Ubarrum as a member of the *rēdūm* class may represent a special and hence a typical case.

Of the two texts, one, MAH 16361, offers no real difficulty. It records, we think, the loan which Ubarrum owes to the Sin temple for he has assumed the responsibility of repaying his father's debts (KUG É.A.BA). The amount borrowed in this text, ⅔ shekel of silver would be trivial to a man of Ubarrum's means (see Landsberger article), but Ubarrum's father may not have been

a wealthy man. However, problems are posed by the second temple loan: MAH 16364. We would suggest that there are two loan transactions recorded in this text: one originally contracted by Ubarrum's father, the second Ubarrum's own personal loan, which he had been remiss in repaying for two years (l.2). Still unanswered by this explanation would be why Ubarrum, a well-to-do man, would borrow the paltry sum of 1 shekel of silver from the Šamaš temple.

In a temple loan from Larsa, Boyer Contribution 133, two different transactions are recorded. One transaction deals with the vow promised to the god Šamaš, a transaction to be discussed shortly. However, the second transaction is pertinent to the present topic, namely that a son might (perhaps had to) assume the responsibility of repaying the temple loan contracted by his dead father. In this text the debtor promises to pay an amount of barley described as *ša É.AD.A.NI* "belonging to the father's estate." The *MĀŠ mākalu* clause discussed above appears in this text and is to be applied to the second transaction in which the son is to pay the father's debt.

II

THE *šalmu balṭu* TEXTS

We now come to the second type of transaction which we have subsumed under the heading of "temple loans" but which involves a transaction entirely different from the pure loan thus far discussed. This type of text which will here be referred to as the *šalmu balṭu* text records the vow which a person promises to a god. The vower is considered to be a "debtor" and the god to whom the vow is promised the "creditor."

This type of text has been subject of discussion in the past. On the one hand, B. Landsberger (in ZA 35 26ff.) and V. Scheil (in RA 13 130f.) were of the opinion that the *šalmu balṭu* texts are real loans taken by people in economic straits to be returned to the temple when they are "solvent and physically well." P. Koschaker (in HG 6 46), on the other hand, suggested that these "loans" are in reality vows formulated as loans, in other words, fictitious loans. An investigation of the much larger corpus of this type of text now available has led us to conclude that the view expressed by Koschaker is the valid one.

Formulations of the *šalmu balṭu* texts

The *šalmu balṭu* clause is formulated in various ways:

Formulation	Date	Year	Publication	Provenience
<i>bu-ul-ṭa i-ka-aš-ša-ad-ma i-na gu-ul-ba-tim</i> ... <i>i-ša-ka-an</i> <i>i-na ba-al-ṭu DN i-pa-al</i>	Samsuiluna	1	YOS 12 15	—
<i>bu-ul-ṭa-am i-ka-aš-ša-ad-ma DN i-ip-pa-al</i> <i>bu-ul-ṭa-am i-na ka-ša-di ... DN i-pa-al</i> <i>nam.til.la.ni.šè šà DN bí.fb.dùg.gi</i> <i>i-na ba-al-ṭu ù ša-al-mu DN i-pa-al</i> <i>i-na ba-al-ṭu ù ša-al-mu DN ù DN₂ (i-pa-al)</i> <i>i-na ba-al-ṭu ù ša-al-mu DN i-pa-al</i> <i>i-na ba-al-ṭu ù ša-al-mu DN i-ip-pa-al</i> <i>i-na ba-al-ṭu ù ša-al-mu DN i-ip-pa-al</i>	"	2	Szlechter Tablettes 21 MAH 16660	—
<i>i-na ba-al-ṭu ù ša-al-mu DN be-el-šu i-pa-al</i> <i>i-na ba-al-ṭa-at ù ša-al-ma-at DN be-el-ša</i> <i>[i]-pa-al</i> <i>i-na ša-al-mu u ba-al-ṭu(!) i-na ne-me-li-im(!)</i> <i>ša DN be-li-šu DN be-el-šu i-ip-pa-al</i> <i>i-na ša-al-mu ù ba-al-ṭu i-na ne-me-li-im ša</i> <i>DN i-na-ad-di-nu-šu DN be-el-šu i-ip-pa-al</i>	"	11	UET 5 400	Ur
	"	—	Riftin 13	Sippar
	"	24	PBS 8/2 150	Nippur
	"	24	YOS 12 450	—
	"	24	YOS 12 451	—
	"	28	YOS 12 525	—
	"	28	RA 13 131	—
	Ammiditana	4	Boyer Contribution 133	Larsa
	"	16	Meissner BAP 21	Sippar
	"	29	PBS 8/2 215	"
	Ammišaduqa	17	Meissner BAP 9	"
	"	?	Scheil Sippar 76	"

On examining the above list one can make a number of observations. The most striking thing is our finding that there appears to have been certain changes made in the formulation of the *šalmu balṭu* clause which correspond to a change in time.²⁶ The earliest extant *šalmu balṭu* texts date from the beginning of Samsuiluna's reign. In this period the *šalmu balṭu* clause was formulated: *buṭam ikaššadma DN iṣṣal* "when he regains (his) health he will repay DN." However, there are slight variations of the clause at this time, too, as seen from Szlechter Tablettes 21 MAH 16660 which would indicate that the formulation of the *šalmu balṭu* clause was still in a fluid state at this time.

The only occurrence of the *šalmu balṭu* clause in Nippur is formulated in Sumerian and thus stands apart from the other texts. Some time after the second year of Samsuiluna the phrase *buṭam kašādu* fell into disuse and was replaced by *ina balṭu u šalmu* "when he is physically well and solvent." By the time of Ammišaduqa two

changes have occurred in the phraseology: (1) the order of *balṭu* and *šalmu* have been reversed, and (2) an additional clause: *ina nēmelim ša DN inaddinušu* "with the profits which DN will give him (he will repay DN)"²⁷ is inserted.²⁸

One *šalmu balṭu* text, Riftin 13, which is included above is undated. However, since the *šalmu balṭu* clause is here formulated: *bu-ul-ṭa-am i-na ka-ša-di ... DN i-pa-al* "when he regains (his) health he will repay DN," it should, according to the configuration outlined above, date from the early part of Samsuiluna's reign.

We now come to the reasons for believing that the *šalmu balṭu* texts are in reality vows promised to gods which are formulated as temple loans.

27. It is difficult to know how seriously the clause "with the profit which DN will give him (he will repay DN)," was taken. Did it really imply that the vower paid his loan only when he had the means to pay it, and only then? It may also imply that the vower may have been in difficult straits and therefore had made the vow.

28. The use of *bṭu* after the god's name is perhaps to be considered as an addition made to the clause sometime during the early part of Ammiditana's reign. However, it may simply refer to the religious attitude of the vower and may not necessarily have been an integral part of the formulation.

26. This was also true of the formulae of the loan texts from Tutub and of the sale and inheritance texts from Isin. For this see JCS 9 38.

The most compelling evidence in favor of this proposal is the fact that in many of the *šalmu balṭu* texts it is not money or barley which is borrowed, as is the case with loans, but rather objects, ornaments made of precious metal and having religious significance. This can only mean that these "loans" are not "pure loans," but involve some other transaction.

In YOS 12 15 we find the following:

1. 1 GÍN IGI 6 GĀL $\text{r}^{\text{x}} \text{r}^{\text{x}} \text{r}^{\text{x}}$
2. $\frac{1}{3}$ GÍN *ša-am-ša*
3. UGU DINGIR-ta-a-a-ar
4. d UTU *i-šu*
5. *bu-ul-ṭa*
6. *i-ka-aš-ša-ad-ma*
7. *i-na gu-ul-ba-tim*
8. *ša-am-ša-am*
9. *a-na ki-ša-di-šu*
10. *i-ša-ka-an . . .*

" $\frac{1}{6}$ shekel of . . . ,²⁹ a sun disk (weighing) $\frac{1}{3}$ of a shekel Ilum-tajjar owes to Šamaš. When he regains (his) health, he (Ilum-tajjar) will place the sun disk about his (Šamaš') neck on the *gulbātu* festival . . ."³⁰

The circumstances underlying the above text would appear to be as follows. Ilum-tajjar is very ill. He vows to Šamaš that, if he recovers from his illness, he will gift him with a sun disk, an object sacred to Šamaš, and will place it on the neck of his statue in his temple at the time of the *gulbātu* festival.

In the *šalmu balṭu* text from Larsa, Boyer Contribution 133, a sun disk (AŠ.ME) weighing $\frac{1}{3}$ shekel is also vowed to the god Šamaš. As noted above, this text also includes a second transaction, namely, the assuming of the responsibility by the son to repay a loan of barley which his dead father had borrowed from the Šamaš temple.

A similar situation, though with a variation, occurs in another *šalmu balṭu* text, this one from Sippar. In Riftin 13 Muḫegal is said "to take a loan" in the form of a ram ornament (MASSA).³¹

29. There are three signs which are illegible.

30. There are two other known occurrences of the word *gulbātu* (see CAD 5 127) in texts from Ur. In these texts, too, it would seem that *gulbātu* is the name of some kind of festival. It must somehow be connected with a shaving ritual. More than this cannot be said at this time.

31. See Landsberger MSL 2 104 for a discussion of this unusual sign.

However, in a subsequent line the text states that when he recovers he is to repay the god with x IGI 6 GĀL *ša-an-ša*. Apparently, in this instance either Muḫegal has promised to give Šamaš two gifts, a sun disk and a ram ornament, or he has vowed one object, a sun disk with a ram on it. In another *šalmu balṭu* text from Sippar Lamassi, a *nadītu* of Šamaš, "borrows" $\frac{2}{3}$ shekel and 15 ŠE of gold from Šamaš, her lord. In all probability we have here another instance where a sun disk of gold is vowed to the god, without the object being specifically mentioned, for gold is never lent out.

Similarly, YOS 12 39, a text which does not contain the *šalmu balṭu* clause must belong to this genre, for here, too, one Nabi-ilišu "borrows" gold ($\frac{1}{4}$ shekel). It is important to note that YOS 12 39 dates from the first year of Samsuiluna's reign, and perhaps it is at this time that the *šalmu balṭu* text first appears on the scene. It has already been mentioned that at the beginning of Samsuiluna's reign the *šalmu balṭu* clause occurs in two different formulations, and this may be a clue to the fact that it is at this time that it was first employed to record vows.

In Szlechter Tablettes MAH 16660 an ornament of silver is promised to Šamaš.³²

The very fact, therefore, that an ornament is the object "borrowed" in many of the *šalmu balṭu* texts is ample ground for assuming that the *šalmu balṭu* text is really a vow promised to a god.

Of interest here are the apodoses of two Old Babylonian oil omens: *d*Šamaš *šamšam awīlam ana napištišu irriš* "Šamaš will request a (votive) sun disk from the man (in return) for his life" (CT 5 4:6) and *d*Šamaš *šamša ana na-(pi)-iš-ti awīlim irriš* "Šamaš will request a sun disk (in return) for a man's life" (YOS 10 57:8). The vowing of a sun disk to Šamaš by an ill person was thus an established tradition. It is also noteworthy that the first of the two cited texts continues with the debts owed by a person to the gods Šamaš and Sin, implying that the vows and pure temple loans were also linked together.

Further evidence in favor of the interpretation of these texts as vows is found in the following texts: YOS 12 450, 451, 525 and RA 13 131. The

32. The reading AMA-um for the signs as given by Szlechter Tablettes 21 cannot be accepted. Although the reading of the first sign is uncertain, the second sign seems clearly to be DUB.

first two mentioned texts record the loans of silver taken by one and the same Jagunum in the same month of the same year, but two days apart; the first loan is from Šamaš, the second from Sin and Adad. The last two mentioned texts record loans made by one and the same Nur-ki-Šamaš³³ on the same day of the same month and in the same year, but as in the case of Jagunum from different gods: Sin and Šamaš, respectively.

The significant difference, therefore, in both cases, is the difference in the gods who gave the loans! There is it seems to us only one conclusion to be drawn from these data: both Jagunum and Nur-ki-Šamaš were very ill and in hope of recovery they made vows in quick succession to more than one god to insure their return to health. The very use of the phrases *bullam kašādum* and *ina šalmu u baltu* point to this conclusion.

There are other subsidiary reasons for assuming that the *šalmu baltu* texts are not pure loans but rather vows promised to gods. The "debtor" in Meissner BAP 21 Lu-Iškurra, the son of Ili-usatim, appears frequently in extant texts: Meissner BAP 25:6, 76:14, 4:7 and in PBS 8/2 196:20. His father Ili-usatim (also appearing as Ili-usiatim) is mentioned in CT 6 39a:5 as an *iššakkum*, a position of importance and affluence in the Old Babylonian period. It is hardly likely that his son would have to borrow 1 Kor of barley from the Šamaš temple for assistance.

Finally, the use of the term *šalmu baltu* is linked with the terminology of an extant vow (*ikribu*) text RA 13 129. This very same clause occurs, only in a slightly different form: *i-nu-ma ba-al-tu u ša-al-mu ikribišu ana Sin PN inaddin* "when he is physically well and solvent PN will give his votive offering to Sin (ll. 6ff.)."

In summing up, it can be stated that the evidence now available clearly points to the fact that the *šalmu baltu* text is not a pure loan but rather a vow promised to a god. The vower being ill or under some kind of psychological

33. In RA 13 131 the name is erroneously written as *Nu-ur-MÁŠ* "UTU. In both texts mentioning Nur-ki-Šamaš a phrase follows the amount of silver which is difficult to understand. In RA 13 131 the phrase $\Gamma \check{s} \check{a} m \check{?} (?) a . \check{s} \check{a} a m . \check{s} i . \check{h} a . r i . b a . n i . t i$ occurs which Scheil assumes to mean "the sale of the field (called) A." YOS 12 525 has what appears to be the word $\Gamma x . \check{s} i . m u$, perhaps some object following the amount of silver. This, too, is difficult to understand.

pressure or perhaps in some kind of danger in his distress turned to the gods for help. The form of the pure temple loan provided a ready way for expressing the vow of the distressed person.

Before concluding, mention should be made of other extant vow texts which, though they do not contain the *šalmu baltu* clause, are also formulated as loans. In Boyer Contribution 218 (= RA 13 219) the vow is formulated in the following way: IGI 6 GÁL KUG.BABBAR *ikribu ša* "UTU ana ITI 1 KAM PN KUG.BABBAR "UTU LLÁ.E "1/6 (of one shekel) of silver as votive offering to Šamaš PN will pay to Šamaš at (the end of) one month." Another *ikribu* text, BE 6/1 66, though partly destroyed, also appears to have been formulated as a loan. Unusual is a text from Larsa, Boyer Contribution 147 (= RA 12 68), a vow text which is not designated as an *ikribu* text or does include the *šalmu baltu* clause. It reads as follows:

1. 1/3 MA.NA 5 GÍN KUG.BABBAR
mī-it-ha-ru-um
2. UGU I-din-Ištar
3. "UTU IN.TUK
4. *i-nu-ú-ma ri-ma-am*
5. "UTU *ir-ta-šu-šu-ma*
6. *ta-a-a-ra-tim*
7. *ša* "UTU *i-ta-am-ru*
8. *i-na qá-ti-šu* KUG.BABBAR *it-ta-ab-šu*
9. KUG.BABBAR ŠĀ "UTU LUGAL.
A.NI AL.DŪG

"1/3 mina 5 shekels of silver . . .³⁴ Iddin-Ištar owes to Šamaš. When Šamaš will have had mercy upon him and he will have experienced the turning back of Šamaš, (and thus) money will have become available to him³⁵ he will pay Šamaš, his lord."

In this text the "debtor" Iddin-Ištar is not physically ill but unhappy for he believes that

34. The meaning of *mitharu* in this text is uncertain. It also appears in other texts: CT 6 34b: 22, ARM 8 103:8, and perhaps in UET 5 432:7. B. Landsberger in ZA 35 23 note 3 in discussing CT 6 34b concluded that the term *mitharu* referred to some kind of interest. This would appear to be the meaning of *mitharu* in the other two texts cited. However, in this vow text the word has an entirely different meaning which is not clear as yet.

35. The *ikribu* text, BE 6/1 66, which is partly destroyed may originally also have contained the idiom *ina qáti* PN KUG.BABBAR *ittabū*. Only *ina qáti* PN is preserved.

Šamaš has "turned away" from him. He promises to give Šamaš the relatively large gift of 25 shekels of silver in the hope that he will once more find favor with him.

Thus there were in the Old Babylonian period various ways in which a vow might be formulated. But basically all were considered to be temple loans.