

JOINT RESPONSIBILITY IN BARLEY LOANS OF THE NEO-ASSYRIAN PERIOD

Carlo Zaccagnini — Napoli

Prof. Dr. Dr. Herbert Petschow, *in memoriam*

Among the small corpus of Aramaic epigraphs on clay tablets of the Neo-Assyrian period, the five dockets from Tell Halaf¹ and the six dockets from Assur² are of particular importance, although the poor state of preservation of some crucial passages still hampers their full understanding. The aim of the present note³ is to comment on some clauses that are recorded in barley loan contracts⁴.

¹) Originally published by J. Friedrich, *Denkmäler mit westsemitischer Buchstabenschrift*, in *id.* - G.R. Meyer - A. Ungnad - E.F. Weidner, *Die Inschriften vom Tell Halaf* [= TH], Berlin 1940 [*AfO Bh.* 6], pp. 69-78 and Taf. 29-32. Subsequent studies include R. Degen, *Die Aramäischen Tontafeln vom Tell Halaf* [= ATTH], «*Neue Ephemeris für Semitische Epigraphik*» 1 (1972), pp. 49-57 and Taf. IV-VII; E. Lipiński, *Studies in Aramaic Inscriptions and Onomastics*, I, Leuven 1975 [= SAIO I], pp. 114-142; F.M. Fales, *Aramaic Epigraphs on Clay Tablets of the Neo-Assyrian Period*, Roma 1986 [= AECT], pp. 239-252; cf. S.A. Kaufman, *Assyro-Aramaica* [= AA], *JAOS* 109 (1989), p. 100.

²) Lipiński, SAIO I, pp. 83-113; Fales, AECT, pp. 225-237.

³) This article is a result of the research project "Political institutions and economic structures in the ancient world" which I direct at the University of Naples (formerly at the University of Bologna), under the national coordination of A. Giardina (University of Rome I - "La Sapienza") with the financial support of the Italian Ministry of Universities.

⁴) See most recently S. Ponchia, *Neo-Assyrian Corn-Loans: Preliminary Notes*, SAAB 4 (1990), pp. 39-58.

My starting point will be the difficult Halaf text AECT no. 53, which records a loan of 5 homers of barley from El-mananî to Nabû-dalā and Hadad-šimanni; the relevant passage (lines 4-9) has been restored and interpreted in different ways:

— SAIO I, p. 118 (with commentary, pp. 118-125): ⁴hn lh ntn šCRY⁵z b²dr⁶š⁶RY⁷y⁸ ⁷rb[wn] ⁸mn qrb mn^rt^[?] ⁹šCRY⁹yntn, “If he does not give (back) that barley on the threshing-floor, the barley will increase by the amount of (its) quantity. He shall have to give (back) barley”.

— AECT, pp. 239-240 (with commentary, pp. 240-243): ⁴hn lh ntn šCRY⁵z⁷ b²dr⁶š⁶RY⁷ly⁸ ⁷rb[wn] ⁸mn qrb mn^rh^[m⁷] ⁹šCRY⁹yntn, “If he will give back that⁷ barley on the threshing-floor, the bar[ley will be subject to no] increase. Whoever is closest among [them], will give back the barley”.

— AA, p. 100: ⁴hn lh ntn šCRY⁵10⁷ b²dr⁶š⁶RY⁷] ⁷rb[] ⁸mn qrb mn[] ⁹šCRY⁹yntn. Kaufman does not translate the passage but offers the following remarks: the reading 10⁷ for z (in line 5) is favoured by the parallel evidence provided by AECT no. 54, 3, where the repayment of 2 homers of barley is set at 4 homers (i.e. 100% rate of interest); since in AECT no. 53 the amount of the barley loan is 5 homers, the figure “10” would suit an arrangement that foresees a 100% rate of interest. According to Kaufman, Fales’ rendering of line 8 is “syntactically awkward (if not impossible) and unparalleled”; he adds that “Lipiński’s interpretation was little better” and proposes to translate “he shall repay the barley out of ...” — out of what is left to the reader’s imagination.

Before entering into details, it must be said that the phraseology of AECT no. 53, 4-9, in its entirety, has no parallels either in Aramaic or in Neo-Assyrian loan contracts. In any case, the main problems raised by this passage concern: 1) the repayment of the loan (lines 4-7): does interest accrue on the capital sum (these are Lipiński and Kaufman’s views) or must the debtors only repay the capital sum (so, according to Fales)?; 2) the possible presence of an additional clause that foresees the personal joint responsibility of the two debtors for the repayment of the entire sum (lines 8-9: thus, according to Fales; *contra*, Lipiński and Kaufman).

Lipiński’s interpretation of lines 4-8 is based on an alleged parallelism with the well-known penalty clause recorded in barley loans written in Assyrian: *šumma la iddin ina/ana mithār irabbi*, “if he does not repay, it (*scil.*: the capital sum) will increase equally (i.e. at 100%)”. Hence his restoration at the end of line 8 (*mn^rt^[?]* “quantity”) and the translation of *mn qrb* “by the amount of”; line 9 is syntactically left isolated from the preceding sentence: in the absence of any Aramaic and Assyrian parallels, Lipiński is forced to give special, albeit unjustified, emphasis to his translation: “He shall have to give (back) barley”⁵.

⁵ SAIO I, p. 118. Cf. *ibid.*, p. 117: “An additional clause of our deed specifies that it was barley and not, for instance, its price in silver that had to be returned”; p. 121: “Line 9 constitutes an independent short sentence, which specifies that the borrower shall have to give back barley, and not, for instance, flour [*sic!*] or silver”.

According to Fales' interpretation, the contract foresees that no interest will be paid by the two debtors, on condition that they give back the barley on the threshing-floor (i.e. immediately after the harvest). In the author's opinion, lines 8-9, that are not linked to the preceding clause (lines 4-7), state the joint responsibility of the debtors for the repayment of the (entire) debt.

As mentioned above, Kaufman's emendation of *z* to *10*⁷ (line 5) — an emendation which is impossible to check on the basis of the photo reproduced in ATTH, Taf. IV no. 7⁶ — derives from the assumption that the loan foresees a 100% rate of interest. On the other hand, no restorations are proposed for lines 6-7 and for the lacuna in line 8.

I believe that a proper reconsideration of the comparative evidence offered by other loan contracts written in Aramaic and/or in Assyrian can help to attain a better understanding of AECT no. 53. With a view to that, it is however important to take a stand on some epigraphic and linguistic details of lines 4-9, that can substantially affect the reconstruction and the interpretation of the whole passage:

— line 4. *hn* certainly means "if"⁷. As concerns *lh*, two possibilities have been envisaged: "not"⁸ and "a particle appended to *hn* for additional meaning to the hypothetical clause, i.e. as part of a group *hn lh*, somewhat similarly (and perhaps merely as phonetic variant) to the *hn lw* known from Ya'udic and Imperial Aramaic"⁹. There is no need to underscore that either option leads to drastically different interpretations of the entire clause. In my opinion, the only plausible meaning of *lh* in our text is "not": the writing *lh* for *lw* (i.e. a supposed emphatic particle appended to *hn*) looks abnormal, whereas *lh* for *l*² raises no difficulties: cf. the constant use of *lh* for *l*² in the Hermopolis papyri¹⁰ and see in particular HP no. 2, 10: *whlh* (**hn lh*), "if not"¹¹.

⁶) But cf. the copy of the text in *AfO Bh.* 6, Taf. 30 no. 1: *z*, also in Rev. 5 and 6.

⁷) So SAIO I, p. 120; AECT, p. 241; AA, p. 102.

⁸) SAIO I, *ibid.*; AA, *ibid.*

⁹) AECT, p. 242; cf. p. 241.

¹⁰) E. Bresciani - M. Kamil, *Le lettere aramaiche di Hermopoli*, «Accademia Nazionale dei Lincei, Memorie. Classe di scienze morali, storiche e filologiche», ser. VIII, vol. XII/5 (1966), pp. 368 and 425, s.v. *lh*.

¹¹) The letter has also been translated and commented on by J. T. Milik, *Les papyrus araméens d'Hermopolis et les cultes syro-phéniciens en Egypte perse*, «Biblica» 48 (1967), pp. 581-582 and 550-551, and later on by P. Grelot, *Documents araméens d'Egypte perse*, Paris 1972, pp. 154-157. For the possible relation of *lh* in HP 2, 10 with TH 1 (= AECT no. 53), 4, see most recently M. L. Folmer, *Some Remarks on the Use of the Finitive Verb Form in the Protasis of Conditional Sentences in Aramaic Texts from the Achaemenid Period*, in *Studies J. Hoftijzer*, Leiden 1991, p. 76 and n. 52, with quote of SAIO I, p. 118 (my thanks are due to Prof. M. G. Amadasi for drawing my attention to Folmer's article).

Of course the verb that follows (*ntn*) is to be interpreted as 3rd sg. perfect: in addition to the Assyrian parallels (*šumma* + preterite) adduced by Fales¹², I call attention to the frequent Aramaic occurrences of *hn* + perfect¹³. The use of 3rd sg., instead of the expected 3rd pl., makes no real difficulty. According to SAIO I, p. 120, this may simply reflect the use of a traditional legal formula or else point to the fact that in reality there was only one borrower. As will be seen later on, the latter suggestion must be discarded. Instead, one could adduce the evidence of some loan contracts that concern two or more debtors but whose repayment and/or penalty clauses exhibit a verb in the 3rd sg. See e.g. ND 5453, 8-13¹⁴: ⁸PAP 3 ANŠE ŠE.PAD.MEŠ ⁹ina IGI-šú-nu [i.e. two debtors] pu-u-ḫi ¹⁰it-ta-ṣu a-na 1 ANŠE 2BÁN-šá ¹¹ina ad-ri i-du-nu ¹²šum-ma la i-^rdin^r a-na mit-ḫar ¹³i-du-nu; ND 5460¹⁵: corn loan in favour of two people: ⁷ina ad-ri ⁸a-na SAG.DU-šá ⁹i-da-an; ND 5464¹⁶: a total of 1 homer and 7 *sūtu* of barley are debted against two people: ⁵ina IGI-šú-nu ina pu-u-ḫi it-ta-ṣu ⁶ina ad-ri a-na 1 ANŠE 5BÁN-šá ⁷SUM-an šum-ma la i-din ⁸a-na 1 ANŠE 5BÁN-šá ⁹ta-rab-bi; ADD 115¹⁷: four people took various commodities on loan (⁸ina pu-u-ḫi it-ta-ṣu): ¹⁰... ina MN SUM-an ¹¹šum-ma la SUM-ni ...; BT 138¹⁸: loan of various commodities in favour of three people: the repayment clause reads: ⁶... x [= the object of the loan] ⁷i-dan (sic!) šum-ma NU i-[din] ⁸... ⁹i-dan ...; cf. TH 105¹⁹: barley loan in favour of four persons: ⁸[ina ad]-ri ŠE.BAR i-du-u-ni ⁹[šum-ma] NU i-du-u-ni ana mit-ḫar SUM-an.

— line 5. As said before, it is difficult —not to say impossible— to ascertain the paleographic reliability of Kaufman's emendation of *z* to 10. On the other hand, a supposed writing *z* (demonstrative pronoun) for *zy* (relative pronoun) is anything but convincing²⁰: at any rate, either option leads to substantially different interpretations of the clause as concerns the amount of barley to be repaid: i.e. 5 vs. 10 homers.

— lines 6-7. It is beyond doubt that, after *š^c[ry²]*, the verb *rby*, “to increase” (i.e. [y-]rb[y] or [y-]rb[h] or [y-]rb[wn]) or the noun *rby* / *rbh*, “increase”, should be restored. The word-break of the verbal form (⁶ y] ⁷rb[xx]) seems suspect: the isolated

12) AECT, p. 242.

13) See now Folmer, in *Studies J. Hofstijzer*, pp. 56-78.

14) B. Parker, «Iraq» 19 (1957), p. 130 and Pl. XXX; B. Menzel, *Assyrische Tempel*, 2, Roma 1981 [= AT II], p. 191, no. 121.

15) Parker, «Iraq» 19, p. 132 and Pl. XXX; AT II, p. 192, no. 122.

16) Parker, «Iraq» 19, p. 134 and Pl. XXXI.

17) Cf. ARU, no. 321; FNALD, no. 31; T. Kwasman, *Neo-Assyrian Legal Documents in the Kouyunjik Collection of the British Museum*, Roma 1988 [= NALK], no. 254; *id.* - S. Parpola, *Legal Transactions of the Royal Court of Nineveh*, I, Helsinki 1991 [= SAA VI], no. 323.

18) B. Parker, «Iraq» 25 (1963), p. 100 and Pl. XXIII.

19) *AfO Bh.* 6, p. 53 and Taf. 20.

20) Cf. ATTH, p. 52 with n. 4 and AECT, pp. 242-243 n. 191.

parallel AECT no. 54, 1-2 (*lm-nny* [a personal name]) is not cogent²¹. Alternatively, one could suggest to read *rb[yh]* in line 7: in this case something like “x b y” should be restored at the end of line 6: cf. AECT, no. 49, 5: *rbyh 1 b 1.5*; AECT, no. 56, 3: *rbyh 1 b [2]*²².

— line 8, end. To judge from the copy and the photo of the docket, it is impossible to take a stand on Lipiński’s vs. Fales’ conjectural readings and restorations, which issue from, and support their respective interpretations of the entire clause.

In the light of what has been argued so far, I propose the following interpretation of AECT no. 53, 4-9: “If he (*sic!*) does not give back that²³ barley on the threshing-floor, the barley shall increase (or: the increase of the barley shall be) [1 to 2 (or: 1 to 1.5) ?]. Whoever (*scil.*: of the two debtors) shall be present (/near, available, at hand, etc.) ... will give back the barley”.

In what follows, I shall try to justify my understanding of the text. Once again, it is important to stress that the formulation of lines 4-9, in its entirety, has no adequate parallels in other similar and contemporary contracts, also if the substance and the wording of the single clauses are well attested in loan documents written in Aramaic and/or Assyrian. At any rate, the contents of lines 4-9 can only concern: 1) the repayment of the loan (= 5 homers of barley), with or without accruing of interest, 2) the penalty for default and, possibly, 3) the joint responsibility for the repayment of the entire sum.

With reference to the former two points, it should be noted that, in the terminology of loan contracts written in Assyrian, the *šumma*-clause only occurs in penalties for default of repayment²⁴. On the other hand, aside from the isolated occurrence of

21) Fales’ insertion of the negative particle *l* before the verbal form in the lacuna of line 6 shall be discussed later on.

22) The latter reading according to SAIO I, pp. 135-136; doubts in AECT, p. 249; cf. the very prudent reading of AA, p. 100. As concerns AECT no. 53, note that the restoration [x b y] *rb[yh]* would imply an inverted sequence in the standard(?) formulation of the clause (i.e.: *rbyh x b y*).

23) Much less probably: “10 (homers of)”.

24) Fales’ interpretation of TH 101, 6-8 (*AfO Bh.* 6, pp. 48-49 and Taf. 18) is questionable: this text does not provide any evidence in support of the assumption that the “formula relevant to payment of debts ‘at the threshing-floor’ [as in AECT no. 53, 5] was only inserted in hypothetical clauses with positive consequences, i.e. relevant to *no increase* of the amount to be repaid” (AECT, pp. 241-242). In fact, TH 101 records a mixed loan of silver and barley, belonging to El-mananî —the same creditor who acts in AECT no. 53— in favour of PN: the repayment clause in lines 6-8 (⁶*ana 1/2 GÍN-šú GAL-bi* ⁷*ina ad-ri.MEŠ* ⁸[*šE.B*]AR SUM-*an šE. BAR* NU.GA[L-*bi*]) means: “(the silver) will increase by half a shekel (i.e. 50%); he shall give back the barley at the threshing-floor. The barley will not increase”. In other words, silver will be repaid at a 50% rate of interest, whereas the repayment of barley will be limited to the original capital sum (cf. FNALD, p. 42): therefore, Fales’ translation: “(if) he gives back the barley at the threshing-floor,

AECT no. 53, this clause is never documented in Aramaic contracts or in Aramaic epigraphs added to contracts written in Assyrian.

As a rule, interest in barley loans range from 10 (or 20 ?) to 100%; in some cases, however, the debtor must simply repay the capital sum. Basing myself on Ponchia's comprehensive tabulation of the available data²⁵, I shall comment on some points of detail. The payment of 100% interest on the capital sum (*ana mithār*)²⁶ normally occurs in penalty clauses, whatever the rate of interest of the loan might have been. We do have, however, a few loan contracts in which the interest is set at 100%: see, e.g. TH 102²⁷, a loan of 8 shekels of silver and 5 homers of barley: interest on silver is set at 50%, that on barley at 100% (⁸[KÙ.BABBAR *ana*] 1/2 GÍN-šú GAL-*bi* ⁹[ŠE.BAR *ana mit*]-*har* G[AL-*bi*])²⁸; AECT no. 54: 2 homers of barley shall increase to 4²⁹; AECT no. 56, 2-3: "4(?) homers (*scil.* of barley): its increase (is) 1 to [2(?) on the threshing-floor]" (² ...? ³*rbyh* . *b*[. *b*²*d*]*r*)³⁰. It should be noted that AECT nos. 54 and 56 do not exhibit penalty clauses; TH 102 is broken in the section where a penalty clause might have occurred. All these texts stem from the Tell Halaf archive of El-mananî: other barley loans belonging to the same archive are TH 101, already commented on (interest on silver is set at 50%, no interest is set on barley and no penalty clause is recorded) and TH 105³¹ (barley loan without interest; the penalty foresees a repayment *ana mithār*): in both contracts the repayment is due "at the threshing-floor". See also the badly damaged text TH 108³², a mixed loan of straw and barley in favour of two persons: this is my tentative reconstruction of the relevant passage (lines 6-12)³³: ⁶[*ina ad-r*]*i* ŠE.BAR.MEŠ ⁷[*ana* 1 A]N[ŠE] 3BÁN¹-*a-a* ⁸[SUM]-*nu* BE-[*m*]*a* ⁹[NU] SUM-*nu* ¹⁰[ŠE.BAR 5BÁ]N-šá ¹¹[ŠE.IN.NU *ana*] *mit-har* ¹²[GAL-*bi* ...], "At the threshing-floor, for each homer of barley they will give 3 *sūtu*. If they do not pay, barley shall increase 5 *sūtu* (in the homer), straw shall increase an equal

the barley will *not* increase" (AECT, p. 242) cannot be accepted. Barley loans that do not foresee accrue of interest occur frequently, but by no means are stipulated under condition that the repayment will be made "at the threshing-floor". As concerns TH 101, note that Ponchia's tabulation of this text in SAAB 4, p. 44, should be modified: *la tarabbi* must be shifted from the heading "penalty" to the heading "interest".

²⁵ SAAB 4, pp. 40-45.

²⁶ See most recently my article TĚŠ.BI = *mithāru* / *mithāriš* at Emar and Elsewhere, «Orientalia» 65 (1996), in press.

²⁷ *AfO Bh.* 6, pp. 49-50 and Taf. 18.

²⁸ In SAAB 4, p. 44, shift "100%" from "penalty" to "interest" headings.

²⁹ The reading of line 3 is difficult: cf. ATTH, p. 53: ... *wn* II *b*.; SAIO I, p. 126: *y'r*'[*b*]*wn* II *b* III; AECT, p. 244: *h'bl'n* 2 *b*² 4. The copy in *AfO Bh.* 6, Taf. 30 and the photo in ATTH, Taf. V do not help.

³⁰ According to Lipiński's reading in SAIO I, p. 135.

³¹ *AfO Bh.* 6, pp. 53-54 and Taf. 20.

³² *Ibid.*, pp. 57-59 and Taf. 22.

³³ The restorations in line 7 are particularly important for the present subject matter: *AfO Bh.* 6 reads: [...]-*ma-a-a* "[in der Ortschaft(?) ...]māa".

amount". This means that no interest is charged on straw, whereas barley must be repaid at a 33% rate of interest; in case of default, the penalty for barley is set at 50% and that for straw at 100%. 33% interest on barley loans is well attested: see e.g. ND 2317³⁴; ND 5447³⁵, 5-8: "For each homer he shall give 3 *sūtu* at the threshing-floor. If he does not pay, it shall increase 5 *sūtu* in the homer"; ADD 131³⁶, 5-6. See most recently TIM XI, 10³⁷, a barley loan in favour of one person: lines 5-7 read: "He shall give it back at the threshing-floor in Nineveh. If he does not give it back (?), it will increase at 5 *sūtu* per homer". There is hardly any need to stress that this text provides a very close piece of parallel evidence to the barley loan recorded in AECT no. 53.

However, the most cogent and persuasive parallel to the arrangement recorded in AECT no. 53 is provided by the Assur docket VAT 9606, now edited by K.-H. Deller - F.M. Fales - L. Jakob-Rost, *Neo-Assyrian Texts from Assur Private Archives in the Vorderasiatisches Museum of Berlin - Part 2*, SAAB 8 (1994), no. 105 (in press), which records a loan of 3 homers 8 *sūtu* of barley: the debtor "must give it back, in its capital sum, at the threshing-floor; if he does not give it back, it will increase by the same amount" (⁵*i-na ad-ri ina* ⁶*SAG.DU-šá* ⁷*i-dan BE-ma* ⁸*[l]a i-din* ⁹*[a-n]a mit-ḥar [t]a-ra-ab-bi*).

In the light of this, we can surmise that the clause in AECT no. 53 foresees the repayment of the capital sum (^š*ry* z "this barley", i.e. 5 homers) rather than an increase of 100% interest (^š*ry* 10¹); the penalty (in the broken lines 6-7) presumably amounts to 100% (or 50%). To my knowledge, a combination of 100% interest and 100% penalty never occurs either in El-mananî's loans or in other contracts from more or less contemporary archives: only in some instances do we find a combination of 50% interest plus 100% penalty: see e.g. ND 5448, 5461, 5465, 5469³⁸ (documents from the Nabû temple)³⁹. Therefore, I propose to interpret the clause in AECT

³⁴) Parker, «Iraq» 16, p. 40. No penalty clause is recorded.

³⁵) *Ead.*, «Iraq» 19, p. 127 and Pl. XXVII.

³⁶) NALK no. 59 = SAA VI no. 71. No penalty clause is recorded. The reference to ND 5459 in Parker, «Iraq» 19, p. 125 with n. 3 is wrong: the interest is set at 20%. This figure should also be added to Ponchia's tabulation in SAAB 4, p. 41.

³⁷) J.N. Postgate - B.K. Ismail, *Texts from Niniveh* (= TIM XI), Baghdad [w. d.].

³⁸) *Contra* Parker, «Iraq» 19, p. 125 with n. 4 (40% interest [*sic!*]).

³⁹) Cf. briefly Ponchia, SAAB 4, pp. 40-41. The same 50% interest is attested in barley (and wheat) loans from Nineveh: see e.g. ADD 149 (= NALK no. 61; SAA VI no. 74); ADD 132 (= NALK no. 62; SAA VI no. 75); ADD 129 (= NALK no. 383; AECT no. 3). As concerns the latter document, the correspondence between the Assyrian text (Obv. 1-9) and its Aramaic counterpart (Rev. 1-7) is perfect: according to the Assyrian text, 5 homers of barley shall increase at the rate of 5 *sūtu* per each homer (and, in addition, two harvesters are due); according to the Aramaic text, Obv. 4 reads: 5 b 7.5 (*scil.* homers): consequently,

no. 53 as a repayment of the capital sum (i.e. *z*) plus a 100% (or 50%) penalty in case of default.

As concerns interest on barley loans, the Aramaic dockets from Assur deserve some comment. The format of AECT nos. 46, 47 and 48 is always the same: “Barley, belonging to PN, (is debited) against PN₂: *n* (homers) *n* (*sūtu*)”⁴⁰. The absence of any indication concerning interest is worthy of note. Lipiński (SAIO I, pp. 84-85) suggests two possibilities: either these contracts were gratuitous loans or, more probably, interest was already included in the figure stating the amount of barley that was the object of the loan. Fales (AECT, p. 226) suggests that the lack of *ad hoc* notation concerning interest might have implied a 1:1 repayment; in his opinion, this would correspond to the repayment *ana mithār*, which is attested in a number of barley loans written in Assyrian: in fact, the repayment *ana mithār*—which normally occurs in penalty clauses and does not concern an original 100% rate of interest on the loans⁴¹—implies a 100% accrue on the capital sum⁴². In my view, the latter proposal of Lipiński is correct: the fractional numbers that are recorded in these contracts fully support his working-hypothesis: AECT no. 46: the recorded debt is 3 homers and 6 *sūtu*, which would correspond to an original loan of 3 homers with 20% interest; AECT no. 48: the recorded debt is 4 homers and 8 *sūtu*, which would correspond to an original loan of 4 homers with 20% interest⁴³; AECT no. 47: the recorded debt is 3 homers and 3 *sūtu*, which would correspond to an original loan of 3 homers with 10% interest (plus the supply of the work of one harvester). Significantly enough, the figures resulting after deduction of the interest(?) are always whole numbers, and this is confirmed by AECT no. 49—another Aramaic barley loan from Assur—in which the rate of interest is explicitly stated at 50% (line 5: *rbyh 1 b 1.5*): the original amount of the loan consists of 2 homers of barley (line 3).

I will lastly discuss the clause recorded in lines 8-9 of AECT no. 53. I have already expressed my skepticism towards Lipiński’s split of the entire passage (i.e.

correct the readings in AECT, p. 136 (and the comments, *ibid.*, p. 138 with n. 12) as well as in AA, p. 98 and in NALK, p. 438. 40% interest is also attested: see e.g. ND 5452 (Parker, «Iraq» 19, p. 130 and Pl. XXXII) and AECT no. 9, 3-4: *5 b 7* (*scil.* homers): cf. AA, p. 98, against Fales’ reading (*5 b 6*) and Ponchia’s tabulation (SAAB 4, p. 43): 20% interest.

⁴⁰ AECT no. 48 adds: “he shall give (it) back on the threshing-floors”.

⁴¹ See above, p. 26 with n. 26.

⁴² As indicated by Ponchia, SAAB 4, p. 45 n. 17.

⁴³ *Contra* SAIO I, p. 85, this is by no means “a very low rate for that time”: cf. the numerous occurrences listed by Ponchia, SAAB 4, pp. 40-42.

lines 4-9) into two segments, namely lines 4-8 and 9 — the latter being translated “He shall have to give (back) barley”. Kaufman’s remarks⁴⁴ do not help to attain a better and/or alternative understanding of the passage. On the contrary, Fales’ reading and translation of lines 8-9⁴⁵ is entirely persuasive. Since the terminological and juridical relevance of this passage does not seem to have been adequately appreciated, some comments are in order.

As far as I know, in the whole corpus of Aramaic loan dockets (and epigraphs) this is the only occurrence of the otherwise well-known clause that sanctions the joint personal responsibility of all the co-debtors for the repayment of the entire sum due. Such a clause is frequently attested in loan documents at least from the Old Babylonian period onwards and in most cases is appended to the guaranty clause: “Everyone guarantees for every other” (or corresponding formulations). The basic concept underlying this clause, which remains unaltered through the centuries, until the Persian period, is clear: the creditor has full right to claim the repayment of the whole sum from any of the debtors. However, we can observe interesting variations as concerns the verbs that are used in order to single out the single debtor who is ultimately liable to pay on behalf of all (“whoever *x* [= technical verb(s)] shall pay”). Before entering into matters of detail, I anticipate that the legal and procedural implications of the clause are always the same, notwithstanding the (apparently) divergence of the basic meanings of the verbs that are used, according to the different standard formularies of loan contracts in the course of the II and I millennium.

In full accordance with Fales’ interpretation, AECT no. 53, 8-9 should be understood: “Whoever is present (/available /at hand), out of them (?) [i.e. the two debtors], shall give back the barley” (⁸*mn qrb mn’h* [⁹*m*]² ⁹*š^cry² yntn*). It is quite obvious that this clause represents the exact counterpart to the Akkadian clause *ša qerub / qerbu / qerbi x* [*scil.* barley, silver or whatever other commodity is the object of the loan] *inandin / ušallam / ittir*, “Whoever is present (/available /at hand) shall give back /pay in full *x*”: this is the standard formulation of the joint responsibility clause in Neo- and Late-Babylonian loan contracts⁴⁶. There is hardly any need to underscore that *qrb* in AECT no. 53 corresponds to the stative *qerub*⁴⁷ which occurs in the Akkadian documents mentioned before.

⁴⁴) See above p. 22.

⁴⁵) “Whoever is closest among [them] will give back the barley”: AECT, pp. 240, 243.

⁴⁶) See briefly the quotes in CAD Q, p. 230a, s.v. *qerēbu* l d l’; AHW, p. 915b, s.v. *qerēbu* I 2 c; CAD E, p. 405a, s.v. *eṭēru* B 1 c. Cf. H. Petschow, *Neubabylonisches Pfandrecht*, Berlin 1956, pp. 77-78; previously P. Koschaker, *Neue keilschriftliche Rechtsurkunden aus der El-Amarna-Zeit*, Leipzig 1928 [= NKRUJA], p. 122, n. 4.

⁴⁷) Rather than the adjective *qa/urbu*, as suggested by Fales, AECT, p. 243 with n. 193. Kaufman, AA, p. 100, speculates on *mn qrb*, as a possible antecedent of later “normative Aramaic” *mn gw* “out of”, but does not rule out “the influence of Akkadian *qereb* [*sic!*]”, whatever this term might mean: cf. *ibid.*, p.

In Neo-Assyrian loan contracts, the joint responsibility clause does not make use of the verb *qerēbu*: in its stead, *karim* (stative of *karāmu*) is currently used. Before commenting on the still dubious and largely elusive technical meaning of this verb in juridical contexts, I shall briefly dwell on two other verbs that occur in the archival evidence of early and mid-second millennium.

In the loan documents from Nuzi, the joint responsibility clause runs as follows: *mannummê (ša) ina libbišunu (ša) ašbū x (ana PN) umalla* “Any of them (i.e. the debtors) who is present will pay x (i.e. the amount of the debt) in full”⁴⁸. The stative of (*w*)*ašābu*, “to be in residence, to be present”⁴⁹, expresses the same basic meaning of *qerub* (and other forms of *qerēbu*) of the late first millennium documents. Incidentally, it is to be noted that *ina libbišunu*, “among them” of the Nuzi texts could

102, s.v. *qrb*: “within ??”. Lipiński, SAIO I, p. 121, states that “the Aramaic root *qrb* has in fact a meaning similar to the one of the Akkadian root *mhr*”: this remark, which would support the Author’s interpretation of the whole passage (lines 4-8) is not at all convincing.

⁴⁸) For preliminary references see D. I. Owen, *The Loan Documents from Nuzi*, unpubl. Ph.D. diss., Brandeis University 1969, *passim*. An excellent example of how the joint responsibility clause worked at Nuzi is provided by JEN 663, a court procedure issuing from a loan contract stipulated between one creditor and two debtors: ^{Obv.} 1^r *Tar-mi*—*til-la* DUMU *Šur-ki*—*til-la* 2^r *it-ti* 1^r *Ša-ar*—*te-šup* DUMU *A-ri-iq-qa-ni* 3^r *it-na di-ni a-na pa-ni* DI.KU₅.MEŠ *i-te-lu-ma* 4^r *um-ma* 1^r *Tar-mi*—*til-la-ma* 4* GÚ.UN SÍG.MEŠ 5^r *a-na MÁŠ-ti* 1^r *Ša-ar*—*te-šup* 6^r 1^r *Pá-i*—*til-la* DUMU *Še-eḫ-li-ja a-šar ja-ši* 7^r *il-te-qú-ú* 8^r *ki-na-an-na iq-ta-bu-ú* 8^r *ma-an-nu-um-me-e* 9^r *iš-tu ŠA-ni-ma aš-bu* 9^r SÍG.MEŠ *it-ti MÁŠ-ti-šu a-na* 1^r *Tar-mi*—*til-la* 10^r *ú-ma-al-la it-na-an-na* 3* GÚ.UN SÍG.MEŠ 11^r *qa-du MÁŠ-ti-šu* 1^r *Ša-ar*—*te-šup* 12^r 1^r *Pá-i*—*til-la a-na ja-ši ut-te-er-ru* 13^r 1* GÚ.UN SÍG.MEŠ *it-na muḫ-ḫi-šu-nu ir-te-eḫ* 14^r *it-na-an-na* SÍG.MEŠ *ša-a-šu-nu* 15^r *a-šar* 1^r *Ša-ar*—*te-šup e-er-ri-iš-ma* 16^r *la* 17^r *it-na-an-din-mi* 18^r DI.KU₅.MEŠ 17^r 1^r *Ša-ar*—*te-šup iš-ta-lu-u[š]* 18^r *um-ma* 19^r [Š]a-[ar-t]e-š[up-ma] 19^r *x x* [] (Rest of Obverse, Lower Edge and beginning of Reverse broken) ^{Rev.} 1^r *ú a-n[a-ku]* 2^r *e-ep-p[u-uš]* 3^r 1^r *Tar-mi*—*til-la it-na* [di-ni il-te-e-ma (?)] 4^r 1^r DI.KU₅.MEŠ 1^r *Ša-ar*—*te-š[up]* 5^r *ki-ma EME-šu-ma a-na* 1* GÚ.UN SÍG.MEŠ 6^r *a-na* 1^r *Tar-mi*—*til-la it-ta-du-uš* 7^r 1^r *Tar-mi*—*til-la a-na pa-ni* DI.KU₅.MEŠ 8^r *iq-ta-bi* 9^r *a-na-ku MÁŠ-tu* 4^r *ša* SÍG.MEŠ 9^r *iš-tu muḫ-ḫi* 1^r *Ša-ar*—*te-šup* 10^r *la a-ba-a-a-mi* (Scribe and four seals), “Tarmi-tilla, son of Šurki-tilla, went up to court before the judges in a law-case against Šar-Tešup, son of Arik-kani. Thus (declared) Tarmi-tilla: ‘Šar-Tešup and Pai-tilla, son of Šehliya, took 4 talents of wool from me as an interest bearing loan and made the following statement: «Whoever among us shall be present, will repay in full to Tarmi-tilla the wool together with its interest». Now, Šar-Tešup and Pai-tilla gave me back 3 talents of wool, together with its interest, and therefore 1 talent of wool is the extant (debt which is) charged on them. And now I have been demanding that wool from Šar-Tešup but he does not want to give it back to me.’. The judges questioned Šar-Tešup and Šar-Tešup (declared) [...] Tarmi-tilla prevailed in the law-case and the judges condemned Šar-Tešup—in accordance with his declaration—to pay 1 talent of wool to Tarmi-tilla. Tarmi-tilla declared before the judges: ‘I myself will not ask the interest of the wool from Šar-Tešup’ ”. (In lines 5, 9, 11, Rev. 8’, MÁŠ is always written PA+ḪI; line 15: CAD A II, p. 415b, s.v. *ašar* b: “now he is demanding that wool from PN: the interpretation of *erriš* as 3rd (instead of 1st) sg. present makes no sense; for the expression in Rev. 7’-10’ and, in particular, the verbal form *aba^{2a}* (either a scribal error for *uba^{2a}* or a crasis: *la uba^{2a} > lába^{2a}*), cf. H.F. Lutz, UCPS 9/11 (Berkeley 1931), p. 412, 51-54: 51... *um-ma* 52^r 1^r *Ni-im-ki*—*til-la-ma* 53^r 1^r *ri-ḫul* *ša a-na* 1 ANŠE 54^r *la ú-bá-a-mi*).

⁴⁹) Cf. CAD A II, p. 401b, s.v. *ašābu* 2 b. See previously NKRUA, pp. 121-122.

represent an appropriate parallel to *mn^rh^r[m]*, “among them” as in Fales’ restoration of AECT no. 53, 8⁵⁰.

In Old Babylonian loans from Alalakh⁵¹ — and in one passage of *ana ittišu* — another verb is used, viz. *balātu*, “to be (still) alive, to survive”: the word *baltu*, which occurs in these texts, can either be interpreted as a (verbal) adjective or as a stative⁵². In spite of some minor variations, the phraseology of the Alalakh loan contracts is consistent. AT 33 is a silver loan in favour of 14 people⁵³: lines 17-20 read: ¹⁷*a-ḫu-um [a-na a-ḫi-im]* ¹⁸*a-na qa-ta[-ti]* ¹⁹*KÙ.BABBAR-um³ ba-al-ṭ[u₄(-um-ma)]* ²⁰*i-ip-pa-a[l]*, “Everyone is guarantor for any other. He who ‘survives’ shall pay the silver”⁵⁴. In AT 42⁵⁵, a debt note recorded against the inhabitants of a village, we read: ⁸*i+na bi-ri-šu-nu* ⁹*ba-al-ṭú* ¹⁰*ú-ma-al-la*, “He who ‘survives’ among them shall pay in full”⁵⁶. AT 20⁵⁷ is a silver loan with personal security: the debtor, together with wife and sons, enters the creditor’s house as *mazzazānum*-pledge. Lines 11-12 read: ¹¹*ba-al-ṭu₄-um-ma* ¹²*KÙ.BABBAR ú-ša-lam₅*, “He who survives shall pay the silver in full”⁵⁸. Quite similar to AT 20 is the silver loan AT 18⁵⁹: lines 16-17 of the

⁵⁰) See further AT 42 (and 38), discussed below.

⁵¹) See most recently F. Zeeb, *Studien zu den altbabylonischen Texten aus Alalah, I*, UF 23 (1991), pp. 405-438; 24 (1992), pp. 447-480.

⁵²) Cf. CAD B, p. 68a, s.v. *baltu* 1 b 2’, and p. 68b, s.v. *baltu* 2 a 1’ b’ (in my opinion the two entries should not be separated); G. Giacomakis, *The Akkadian of Alalah*, The Hague - Paris 1970, p. 69, where also *balātu* (substantive) is included. *ana ittišu* 2 II 70-71 (= MSL I, p. 25) reads: ⁷⁰[ki lú].til.la.t[a] ⁷¹[kù.babbar.bi šu.ba.ab].te.g[á] = *it-ti ba-l-ṭi [kasap-šu i-laq-qé]*, “he (i.e. the creditor) will take back his silver from the ‘survivor’ (of the debtors)”.

⁵³) Cf. Zeeb, UF 23, pp. 414-419, 436.

⁵⁴) In line 19 Zeeb transliterates *KÙ.BABBAR-ap ba-al-ṭi[m-ma]*: his translation of the entire passage is: “Einer für den anderen zahlt als Bürge die Schuld des Lebenden”. Both the reading of line 19 (*ap* is conjectural but *ti[m]* is paleographically impossible) and the translation of lines 17-20 (for which cf. Zeeb’s commentary, p. 418) are questionable, although it is easy to understand that they try to support and fit with the Author’s interpretation of the joint responsibility clause in the Alalakh loan contracts, for which see below.

⁵⁵) Cf. Zeeb, UF 23, pp. 426-428, 437.

⁵⁶) Zeeb translates: “einer unter ihnen wird als Lebender bezahlen” (*ibid.*, p. 426) and points out the similarity of this clause with that of AT 33, 17-19.

⁵⁷) D. J. Wiseman, JCS 8 (1954), p. 5; B. L. Eichler, *Indenture at Nuzi*, New Haven - London 1973, pp. 70-71; F. Zeeb, *Studien zu den altbabylonischen Texten aus Alalah, II*, UF 24 (1992), pp. 456-457, 478.

⁵⁸) Zeeb (*l. cit.*) translates: “Zu Lebzeiten zahlt er das Silber”; the presence of a joint responsibility clause is not questioned but the Author comments: “jedoch ist hier nur von *einem* Schuldner die Rede, dessen Familie wird sozusagen in ‘Sippenhaft’ genommen”: the subject matter had already been cleared by Eichler, *Indenture*, p. 71. As concerns the reading *ušallam* instead of *ušallim*, Zeeb’s comments are superfluous: cf. CAD Š I, p.226b, s.v. *šalāmu* 12 a; AHw, p. 1145a, s.v. *šalāmu* II 7 d (contra Giacomakis, *Akkadian*, p. 101).

⁵⁹) Eichler, *Indenture*, pp. 66-67; Zeeb, UF 24, pp. 452-455, 477.

envelope read: ¹⁶KÙ.BABBAR *ba-al-tum-ma* ¹⁷ú-ma-al-la, “He who ‘survives’ shall pay the silver in full”⁶⁰. See also AT 38⁶¹, another silver loan secured with pledge of the debtor and his family members: in my opinion, lines 11-13 should be restored as follows: ¹¹*i+na* [*bi-ri-š-u-nu*] ¹²*ba-al-t[u₄/ú]-u[m-ma]* ¹³*ša-qi-i[l]*, “He who ‘survives’ among [them] is the one who pays”⁶²: the close parallel with AT 42, 8-10, strongly favours the above proposed restoration. See lastly AT 40⁶³, another fragmentary silver loan: line 2: *ba-al-tu₄-um* -[*ma išaqqal / umalla / etc.*].

Interestingly enough, the same clause occurs in a loan contract of the Middle Babylonian period (level IV): AT 47⁶⁴ records a silver loan secured by pledge of the debtor together with his wife: lines 15-16 run: ¹⁵60 SU.ḪI.A *bal-tù-ma* ¹⁶*i-ip-pá-al-ši-na*, “He who ‘survives’ shall pay the 60 shekels”⁶⁵.

The literal meaning of *balātu* is not to be questioned, yet one might wonder what is precisely alluded to in the standard clauses that foresee the joint responsibility for full repayment of the entire debt. Taken at face value, the expression “he who survives shall pay (in full)” makes little sense: does it mean that the creditor must wait until the last “surviving” debtor will endly refund the amount of the loan? The juridical and, moreover, economic implications of such an arrangement look quite bizarre, not to say absurd⁶⁶. On the contrary, the use of *balātu* in the legal wording of these clauses becomes clear if we assume a technical meaning “to be economically / financially sound”, i.e. “to be solvent”⁶⁷. In other words: it is in the creditor’s faculty to select among the plurality of his co-debtors: the one who warrants the best chances

60) Cf. Zeeb’s translation: “Zu Lebzeiten wird er das Silber bezahlen” (p. 452) and his comments (p. 454).

61) Wiseman, JCS 8, p. 6; Zeeb, UF 24, pp. 472-473, 480.

62) Zeeb restores ¹¹*i-na* [É.GAL-*lim*] ¹²*ba-al-ti-š[u]* and translates: “Im [Palast] ist es (das Silber) zu sei[nen] Lebzeiten bezahlt”: the restoration in line 11 is presumably based on the seemingly parallel—but in fact different— passages AT 21, 10-12 and 22, 11-13; cf. also his comments (p. 473), which are far from persuasive, to say the least.

63) Wiseman, JCS, 8, p. 6; Zeeb, UF, 24, pp. 475-476, 480.

64) Cf. Eichler, *Indenture*, pp. 75-77.

65) As correctly pointed out by Eichler, *Indenture*, pp. 76-77, “This clause which specifies joint responsibility indicates that the members of the debtor’s family are considered as co-debtors. The occurrence of *balātu* in AT 50 (another loan contract from Alalakh IV) should not be related to the standard formulation of the joint responsibility clause: in this contract, PN borrows an amount of silver from PN₂ “and will return (it) to him next year” (⁸ú *i+na bá-la-aṭ* ⁹*ut-te-er-šu*): cf. CAD B, p. 51b, s.v. *balātu* 3; AHW, p. 99a, s.v. *balātu* I 5.

66) According to Zeeb, the *balātu*-clause implies “eine gesamtschuldnerische Haftung, die nur durch Tod gelöst werden kann” (UF 23, p. 418, *ad* AT 33, 17-20); cf. *ibid.*, p. 427 (*ad* AT 42, 8-10): “Solange die Schuld besteht, wird diese Verpflichtung des Einzelnen nur durch den Tod aufgehoben, wobei die Formulierung offenlässt, ob dann die Erben in die Pflicht genommen werden”; cf. *id.*, UF 24, p. 454 (*ad* AT 18, 16-17).

67) Cf. AHW, p. 99a, s.v. *balātu* II G 1 b.

of “financial soundness” shall repay the whole debt, upon request (and/or physical seizure — for which see below) from the creditor.

However, I believe that the semantics of *balātu*, in these juridical clauses, also includes the concept of being “physically present, available, etc.”, *scil.* when the creditor demands the repayment of the loan. As is well known, the current formulation of the joint responsibility clause in Old Assyrian, Old Babylonian and Middle Assyrian contracts makes use of the word pair *šalmu* + *kīnu* (and their Sumerian equivalents)⁶⁸. The philological and juridical interpretation of the *šalmu kīnu* clause has been the object of a lengthy and still ongoing debate⁶⁹: crucial to the present subject matter is the understanding of the technical meanings of *šalmu* and *kīnu*, in their independent and/or joint use. There should be no doubt that *šalmu* means “economically / financially sound”⁷⁰: such a meaning corresponds to that of *balātu*⁷¹. As concerns *kīnu*, the situation is less clear: the literal sense of the adjective means “honest, decent, loyal, etc.”⁷²; yet I wonder whether this meaning can make real sense, in the specific context of the joint responsibility clauses: in fact, it should be argued that creditors demanding repayment of their loans ought to be concerned with the economic solvency and the physical availability of the debtors rather than with their moral traits⁷³. In this connection, I draw attention to CAD’s recent proposal to

68) For extensive selections of the pertinent occurrences see briefly CAD K, pp. 390b-391a, s.v. *kīnu* 2 a 2’ and CAD Š I, pp. 259b-260b, s.v. *šalmu* 2.

69) The most detailed and illuminating contributions are still those of Koschaker, NKRUA, pp. 117-129, and B. Landsberger, MSL I, pp. 120-123. See further Landsberger, *Solidarhaftung von Schuldner in den babylonisch-assyrischen Urkunden*, ZA 35 [= NF 1] (1924), esp. pp. 25-26; S.D. Simmons, *Early Old Babylonian Tablets from Harmal and Elsewhere*, JCS 13 (1959), esp. p. 86; B. Kienast, *Die altbabylonischen Briefe und Urkunden aus Kisurra*, I, Wiesbaden 1978, pp. 65-66; K.R. Veenhof, *An Ancient Anatolian Money-Lender. His Loans, Securities and Debt-Slaves*, in B. Hruška - G. Komoróczy (Eds.), *Fs. L. Matouš*, II, Budapest 1978 [= 1981], esp. pp. 289 and 305, nos. 25-26; etc.

70) Cf. CAD Š I, pp. 259b-260b, s.v. *šalmu* 2; AHW, p. 1149b, s.v. *šalmu* I 2 a.

71) Above, p. 32 and n. 66.

72) Cf. CAD K, pp. 390a-391b, s.v. *kīnu* 2; AHW, p. 481, s.v. *kīnu* 3.

73) The oscillations in the various renderings of the *šalmu kīnu* clause patently reflect the basic uncertainty in the understanding of the two key-terms: see e.g. Ai 2 II 68-69: ⁶⁸ki lú-silim-ta ù lú-gi-na-ta ⁶⁹[kù-bi š]u-ba-ab-te-gá = *it-ti šal-mi ù ki-ni / KÙ.BABBAR-šu i-laq-qé*: “von einem die Ganzheit des Schuldnerkonsortiums repräsentierenden Schuldner (?) wird er sein Silber nehmen” (Landsberger, MSL I, p. 25); “‘von dem Unversehrten und Ehrlichen wird (der Gläubiger) erhalten’ (d.h. den Schuldbetrag)” (Koschaker, NKRUA, pp. 118-119). Cf. Hh I 294-296: ²⁹⁴ki lú-silim-ma-ta-àm ²⁹⁵ù lú-gi-na-ta-àm ²⁹⁶kù-bi su-ba-ab-te-gá-àm = *it-ti šal-mi / ù ki-i-ni / ka-sap-šu i-leq-qé*, “from the whole and undivided (group of debtors) he will receive his money” (Landsberger, MSL V, pp. 30-31); “he (the creditor) will accept his silver from them as jointly responsible (for the debt)” (CAD K, p. 389a, s.v. *kīnu*, lex. sect.): this translation of the two terms corresponds to that offered for the occurrences listed *ibid.*, pp. 390b-391a, but is no longer maintained in CAD Š I, pp. 259b-260b, where *šalmu* is translated “solvent, financially sound” and *kīnu* “(legally) responsible”, in full accordance with Simmons’ interpretation of the *šalmu kīnu*

translate *kīnu* as “(legally) responsible” (see n. 73 end): this can by no means be accepted, especially because the logics and the function of the joint responsibility clause would be completely misunderstood.

In the light of what has been argued so far, I propose to understand *kīnu* in a slightly different way. Bearing in mind that the basic meaning of the verb *kānu* is “to be firm in place, to last, endure, etc.”, we can reasonably surmise that the concepts underlying the word pair *šalmu* + *kīnu* are the “financial soundness and reliability” (*šalmu*) and the “physical availability” (*kīnu*) of the person that the creditor selects, out of the group of debtors, in order to be repaid of the entire amount of the loan.

Let us revert to the semantic implications of *balātu*. The plausible connection of *itti balṭi kasapšu ilaqqe* with *itti šalmi u kīni kasapšu ilaqqe* (Ai 2 II 68-69, 70-71) was already pointed out by Koschaker⁷⁴: 25 years later, the evidence of the Alalakh tablets has fully confirmed this brilliant hypothesis. Thus, on a first approximation, we can conclude that *balṭu* inglobes the concept otherwise expressed by the hendiadys *šalmu* + *kīnu*. Further clues are provided by the joint occurrences of *balṭu* and *šalmu* in some Old Babylonian legal documents⁷⁵: the word pair has been interpreted as “(to be / become) in full health”⁷⁶ but I wonder whether one could envisage a more strict parallelism between the pairs *šalmu* + *kīnu* and *šalmu* + *balṭu*, a parallelism which might yield significant, and as yet unnoticed, hints for the semantic correspondence of *kīnu* and *balṭu* and for a more precise understanding of the joint responsibility clause as a whole. As a working hypothesis, I propose to interpret *balātu* as “to be / become available” — a meaning which is most often attested in Old Assyrian documents, with reference to trade items that are, or will be, “available” to trade partners at given times of the business ventures⁷⁷. In the technical terminology of the standard solidarity clauses, *balṭu* and *kīnu* would then designate the physical and reliable presence of the person whose financial solvency (*šalmu*) guarantees full satisfaction of the creditor’s rights.

I shall now comment on the clause that sometimes occurs in Neo-Assyrian loan contracts in which more than one debtor is involved: *ša karmūni ušallam*. See e.g.

clause (JCS 13, p. 86 [quoted above, fn. 69]: *šalmum*: “financially sound”; *kīnum*: “firm, stable”, with reference “to the legal obligation of the debtor to repay the loan”): for this translation, see main text.

⁷⁴) NKRUA, p. 122 n. 5.

⁷⁵) Cf. CAD B, p. 68b, s.v. *balṭu* 2 a 1’ b’.

⁷⁶) *Ibid.* and cf. AHw, p. 99a, s.v. *balātu* G 1 b.

⁷⁷) Cf. AHw, p. 99a, s.v. *balātu* II G 1 c (“verfügbar (?)”) and 3 (“verfügbar werden (?)”); cf. p. 99b, s.v. *balātu* II D 4 c (“verfügbar machen, bereitstellen”). *Contra* CAD B, p. 58a, s.v. *balātu* 4 (“to become a credit item”); cf. p. 62, s.v. *balātu* 9 (“to credit an amount”).

ND 2334⁷⁸, a barley loan contracted by various people, two of whom are appointed as guarantors (²¹... PN ²²PN₂ EN.ŠU.2.MEŠ ŠÁ ŠE.BAR); the joint responsibility clause reads: ²³šá kar-mu-u-ni u-šal-lam⁷⁹. ADD 88⁸⁰ is the envelope of a silver loan contracted by two persons⁸¹: ²⁵sa kar- ²⁶mu-u-ni ²⁷ú-šal-l[am]⁸². In CTN III no. 41⁸³ (the envelope of another silver loan in favour of two people) the same clause is more precisely formulated: ¹¹... man-nu šá kar-mu-u-ni ¹²KÙ.BABBAR SUM-an VAT 20.362⁸⁴ records a silver loan in favour of three persons; lines 19-20, on the left edge, read: ¹⁹ša kar-me-u-ni ²⁰SUM-an⁸⁵. See also ADD 307⁸⁶, the sale of a daughter in marriage, guaranteed by three persons who act as “surety” (*urki²u*): line 32 specifies: šá kar-me-u-ni šu-ú LÚ.ur-ki-ú⁸⁷.

There is no doubt that the above expression represents the standard Neo-Assyrian formulation of the well-known joint responsibility clause⁸⁸. However, problems arise as concerns the exact meaning of *karāmu* in these legal contexts. Moving from a general concept of “to hinder, (zurück)halten, to slow down”, the stative *karim* has been understood as “to be slow”⁸⁹, “hintanhalten”⁹⁰; as specifically concerns the use of *karāmu* in loan documents, the verb has been translated quite freely: “he who is latest” (FNALD, p. 46), “he who is late” (FNALD, p. 126), “whoever is last” (CTN III, p. 95), “whoever remains” (NALK, pp. 236 and 254), etc.

Also if we accept a general sense “to hinder, to slow down” or sim. — a meaning that can hardly be reconciled with the other one, currently attributed to the

78) Parker, «Iraq» 16 (1954), p. 44 and Pl. VIII; J.N. Postgate, *Fifty Neo-Assyrian Legal Documents*, Warminster 1976 [= FNALD], no. 33.

79) CAD K, p. 201a, s.v. *karāmu* A c (“he will pay in full the barley which is late in coming”) and AHw, p. 446b, s.v. *karāmu* G 2 erroneously link the end of line 22 with line 23. Cf. below, n. 88.

80) Cf. FNALD no. 22 A; NALK no. 199 a.

81) The inner tablet is ADD 87: cf. FNALD no. 22 B; NALK no. 199 b.

82) Cf. Postgate’s remarks in FNALD, p. 126.

83) ND 7087, anticipated in FNALD, p. 126.

84) F.M. Fales - L. Jakob-Rost, *Neo-Assyrian Texts from Assur. Private Archives in the Vorderasiatisches Museum of Berlin*, SAAB 5 (1991 [= 1992]), pp. 129-131.

85) The writing *kar-me-u-ni* corresponds to that of ADD 307, 32, quoted below. I draw attention to K.-H.Deller important remark in SAAB 5, p. 131: “the formula *ša karmūni ušallam* occupies exactly the same position on the tablet in NALK 199a, also from Assur”.

86) Cf. FNALD no. 13; NALK no. 214.

87) For the interpretation of the writing *karim-ūni* see FNALD, p. 103.

88) Cf. FNALD, pp. 46 and 126 (*ad* ADD 88); CTN III, p. 96; *pace* CAD and AHw, *cit.* (cf. n. 79) that have not recognized the juridical specificity of this expression: the only passage quoted in both dictionaries (i.e. ND 2334) is misinterpreted: cf. above n. 79.

89) CAD K, p. 201a, s.v. *karāmu* A c.

90) AHw, p. 446b, s.v. *karāmu* G 2.

same verb *karāmu* (i.e. “to pile up, store, keep”⁹¹)— the above translations appear quite forced, not to say improbable. Even more important is the fact that the real meaning of the entire clause remains obscure⁹²: to put it shortly, it hardly makes any sense to state that “the last / latest / late” of two or more debtors is responsible for clearing off the entire debt.

The equivalent clauses in other sets of textual material point to a totally different concept, i.e. “whoever is present / available / at hand / etc., shall pay (in full)”: the obvious implication is that the creditor has full faculty to choose the (first) available person in order to be refunded of the entire amount of the loan (plus its interest). Admittedly, one could even speculate on a possible semantic parallelism between *karāmu* “to be last” and *balātu* “to survive, to be the last surviving (debtor)” (cf. the Alalakh VII occurrences); yet this argument—which, to my knowledge, has never been adduced or even hinted at in the pertinent literature— would be anything but persuasive since *balātu*, in these clauses, refers to the debtor’s “economic soundness” and “physical availability” but not to his longevity. In fact, a comprehensive scrutiny of the occurrences of *karāmu*, in texts other than loan contracts, drives us to attribute another meaning to this verb — a meaning that would very well fit, and provide adequate sense to the joint responsibility clause in the Neo-Assyrian loan documents.

Starting from the lexical equivalence *karāmu* = *šabātu*⁹³, we can try to check whether the general meaning “to take, seize, hold, detain, etc.”, with nuanced variants “to keep, store, etc.”, can suit *all* the occurrences of *karāmu*. A preliminary remark is in order: the meaning “to pile up” appears to be exclusively based on comparison with the word *karmu* “(ruin) heap” and in fact has been only adduced in the translation of ABL 389, Obv. 12 - Rev. 1: *uš-še a-na ka-ra-ri SIG₄.MEŠ kar-mat*, “the bricks are piled up for laying the foundations”⁹⁴. Speaking of bricks, the translation “to pile up” makes good sense, at least in principle; however, there is no compelling reason to

⁹¹) CAD K, p. 201, s.v. *karāmu* B; AHW, p. 446b, s.v. *karāmu* G 4. In fact, the *Oberbegriff* “(zurück)halten” tries to overcome these patent difficulties in the alleged semantic range of the verb *karāmu*.

⁹²) Cf. FNALD, p. 126: “It is not entirely clear what this clause means: either it provides that the last person to repay must bear any interest or other penalties which have accrued since the other debtors made their payments, or else it is simply a clause protecting the creditor without regard to the mutual relations of the debtors, and provides that the last to repay must acquit the whole debt even if those before him have in some way not fulfilled their share”. See also the brief discussion in CTN III, p. 96, where some pieces of parallel evidence are adduced.

⁹³) Cf. CAD and AHW, s.v., lexical sections.

⁹⁴) Cf. CAD K, p. 201a, s.v. *karāmu* B 1; CAD L, p. 177b, s.v. *libittu* 1 c 1’; F.M. Fales, *Cento lettere neo-assire*, Venezia 1983 [= CLNA], p. 167: “i mattoni sono (già) stati messi in pila”.

dismiss a less technical yet totally meaningful rendering of the phrase, i.e.: the required bricks “have been taken / stored / etc.”, that is: they are available for the work which is about to start (regardless of how they have been assembled: in piles, heaps, rows, etc.).

The above suggested meaning of *karāmu* implies that the verb is active and is used in a transitive sense⁹⁵: accordingly, the stative *karim* has a passive sense; the only exception is that of the Middle Babylonian letter BE 17, 13, 8: the entire passage (lines 5-10) runs as follows: “The royal official, who sees that the works are performed, obstructs (/blocks / hampers) the *qīpu*-officials, your servants ... in their work (⁸*i-na mu-uh dul-li ka-ri-in-šú-nu-ti*) and does not permit their attendants to open (the canals)”⁹⁶. The use of *karāmu* as an active verb is also attested in the Old Babylonian letter AbB 2, 123, 18-19: “Do not hinder me (¹⁸*la ta-ka-r[i]-ma-an-ni*): send me a sealed document, please”⁹⁷.

In the following, I shall comment on the Neo-Assyrian occurrences of *karāmu*⁹⁸. First of all I point out the isolated N-stem (Pf.: *ittakrim*) in the literary passage BA 2, 634, 7-8: “On the day of my labour pains, my face was overcast; on the day I gave birth, my eyes were clouded (⁷*ina u₄-me hi-lu-ia-a e-tar-pu-u pa-ni-ia* ⁸*ina u₄-me ú-la-di-ia it-ta-ak-ri-ma IGI.2-ia*)”⁹⁹: whatever the rendering of the phrase —which is a *hapax*— the concept expressed by *ittakrima ēnāya* certainly means something like “my eyes were seized / detained / blocked / prevented (from seeing)”¹⁰⁰.

The following occurrences include those listed in CAD K, pp. 200b-201a, s.v. *karāmu* A, “to hinder, to slow down”, and in AHW, p. 446b, s.v. *karāmu* G 2-3. Quite often the verb *karāmu* refers to unfavourable road conditions: the standard expression is KASKAL *karim*. The various and often very divergent translations that have been proposed centre around the concept of being “slow”, thus attributing an intransitive

⁹⁵) *Contra*, S. Parpola, *Letters from Assyrian Scholars to the Kings Esarhaddon and Assurbanipal*, 2, Kevelaer - Neukirchen-Vluyn 1983 [= LAS 2], pp. 289(-)291.

⁹⁶) Cf. AHW, p. 446b, s.v. *karāmu* G 1 (“St. Akt.”). Previous elaborations of this passage of BE 17 13 include H. Waschow, *Babylonische Briefe aus der Kassitenzeit* (= MAOG 10/1), Leipzig 1936, pp. 58-59, and S.J. Bloch, *Or* 9 (1940), pp. 339-340; cf. also CAD K, p. 201b, s.v. *karāmu* A a; Q, p. 264a, s.v. *qīpu* 1 a; A II, p. 430b, s.v. *āšibu* b 7’; with different interpretations of the verb *karāmu*.

⁹⁷) Cf. CAD K, p. 201a, s.v. *karāmu* A a; AHW, p. 446b, s.v. *karāmu* G 1.

⁹⁸) The Neo-Babylonian occurrences listed in CAD K, p. 201, s.v. *karāmu* B (cf. AHW, p. 446b, s.v. *karāmu* G 4) clearly point to the meaning “to keep, store”.

⁹⁹) Cf. A. Livingstone, *Court Poetry and Literary Miscellanea* (= SAA III), Helsinki 1989, p. 38 (no. 15); also *ibid.*, p. 136, s.v. *karāmu* “to seize, hinder; cf. AHW, p. 446, s.v. *karāmu* N: “meine Augen wurden (vom Sehen) zurückgehalten”, and the different renderings in CAD K, p. 201b, s.v. *karāmu* B 2; A I, p. 289a, s.v. *alādu* 1 a 1’; E, p. 279b, s.v. *erēpu* a; H, p. 189b, s.v. *hīlu*.

¹⁰⁰) As in AHW’s translation quoted above, n. 99.

sense to the verb. In my opinion, these translations do not fit the contexts: therefore I suggest that also in these cases *karāmu* means “to take, seize, etc.” and that KASKAL *karim* means “the road is taken, seized, blocked, obstructed, etc.” i.e. “impassable” or something of the like, possibly including the nuanced meaning “difficult, unsuitable” (and consequently, but not semantically, “time consuming”)¹⁰¹. Such a range of meanings seems entirely appropriate for all the passages listed below.

— ABL 455¹⁰², Rev. 9-13: “I am at the foot of the mountain: my troops are before me (but, as concerns) PN, he is in Babylon. The road is blocked (KASKAL *ka-ri-im*): I myself cannot go to take control of the expedition”¹⁰³.

— ABL 245¹⁰⁴, 13-15: “as concerns the capture of runaways, many of whom are scattered all over the country, the ‘mule stable attendant’ is troubled: thus (he says): ‘The road is blocked (KASKAL *ka-ri-im*)’ ”¹⁰⁵.

— ABL 311¹⁰⁶, 4-9: “As to what the king my lord wrote to me saying: ‘Why did you set out so hastily without waiting for the governor of Arrapha?’: for the governor of Arrapha the road in question was badly obstructed (KASKAL *am-mi-ú kar-ma-šu a-dan-niš*)”¹⁰⁷.

¹⁰¹) The basic meaning of *karāmu* would thus correspond with that of *šabātu* (said of roads, paths, etc.) for which see briefly AHW, p. 1068a, s.v. *šabātu* G III 19 a, and p. 1069b, s.v. *šabātu* D III 5; CAD Š, pp. 20b-21a, s.v. *šabātu* 4 b, and p. 36b, s.v. *šabātu* 10 h.

¹⁰²) Cf. CLNA, pp. 50-53, 78-80 (I.11).

¹⁰³) CAD K, p. 201a: “the road is slow”; CLNA, p. 53: “la strada è lenta (da percorrersi)”; but see CAD A I, pp. 303b-304a, s.v. *alāku* 1 a 1’: “the road is blocked”.

¹⁰⁴) Cf. G.B. Lanfranchi - S. Parpola, *The Correspondence of Sargon II*, Part II, Helsinki 1990 [= SAA V], no. 79; CLNA, pp. 108-111, 144-145 (II.10).

¹⁰⁵) CAD K, p. 201a: “the road is slow”; CLNA, p. 109: “Il viaggio (per riprenderli [*scil.*: the runaways]) sarebbe (troppo) lungo”: see commentary, *ibid.*, p. 143; SAA V, p. 64: quite freely: “*It is an impasse*”.

¹⁰⁶) Cf. J.N. Postgate, *Taxation and Conscription in the Assyrian Empire*, Roma 1974 [= TCAE], pp. 274-275; SAA V, no. 199.

¹⁰⁷) TCAE, p. 274: “That expedition was (already) very much delayed”; SAA V, p. 144: “the road in question is very slow”; CAD K, p. 201a: “this road is much (too) slow”; cf. CAD I, p. 97a, s.v. *adanniš* b 2’: “that route was badly obstructed (?)”. The lines that follow (10-15) give further information about the respective movements of the two persons but are far from clear, also because some verbal forms can be equally interpreted as 1st or 3rd sg.: see the divergent translations offered by TCAE and SAA V: “After I had moved (*ú-na-ma-áš*) from Zabban, he was there on the third (day). This expedition I am going to go to Parsua and go around, (and) for this reason he has come up (*e-te-li*) to Birtu on time” (TCAE, p. 274, but cf. p. 275: “*ú-na-ma-áš* may also be 3rd person”); “He sets out from Zabban, and it takes him three days to get there, while I can make a round-trip to Parsua going this way. For this very reason I went up to the fort first” (SAA V, p. 144). Cf. also CAD N II, p. 222a, s.v. *namāšu* 4: “setting out from GN he gets there by the third day”; CAD Š I, p. 266a-b, s.v. *šalšu* d 2’: “by the day after tomorrow he will depart from GN, and by the third (day) he will be there”; CAD A I, p. 312b, s.v. *alāku* 3 k: “this road leads (*il*’(text: *al*)-*lak*) to Parsua”; CAD E, p. 116b, s.v. *elû* 1 a 1’ g’: “he went up to the fortress earlier”; etc.

— ABL 95¹⁰⁸, 5-15: “As to what the king my lord wrote to me saying: ‘The chief eunuch is going to GN’: for what reason is he going to GN? The road through the province of Arrapha is extremely critical (lit.: restricted, narrowed: [m]a¹-a-zu-u² a-dan-niš) ... Let him come to the Inner City: this [road] along the river is good. [The road] is blocked ([KASKAL]. ‘2’ ka-ri-[im])”¹⁰⁹.

— KAV 214, 5-8: “Be happy: (the road ?) is now blocked (but) it will be all right: the ‘guides’ will go to the harvest (š... šā-ka lu-u DU₁₀-ka an-nu-ri ka-rim i-la-ka LÚ*.UŠ.MEŠ a-na e-ša-di i-tal-ku-u)”¹¹⁰.

— ABL 744¹¹¹, Obv. 14 - Rev. 18: “Concerning the planet Jupiter, about which I previously wrote to the king my lord, in the following terms: ‘It was seen in the road (KASKAL) of the Anu stars, in the region of Orion’, it (*scil.* Jupiter) was low and was not clearly recognizable in the haze: (this is why) they said: ‘It is in the road of the Anu stars’ and I sent the pertinent interpretation to the king my lord. Now it has risen higher and has become clearly recognizable: it stays below the constellation Chariot, in the road of the Enlil stars. Even if it retained (/blocked / arrested) (its way) towards the Chariot (?) (¹¹a-na MUL.GIŠ.GIGIR lu-u ik-ri-im), the (former) interpretation can be maintained, but the interpretation pertaining to ‘Jupiter in the road of the Anu stars’, which I previously sent to the king my lord, is no (more) valid. The king my lord should know this”¹¹².

¹⁰⁸ Cf. S. Parpola, *The Correspondence of Sargon II*, Part I, Helsinki 1987 [= SAA I], no. 97.

¹⁰⁹ SAA I, p. 82: “The [road] through the province of Arrapha is very exacting (...) [... the road] is bloc[ked]”; for lines 9-11 see most recently K. Watanabe, *BiOr* 48 (1991), col. 191: “die Strasse der Provinz Arrapha ist sehr blockiert (...)”. It should be noted that ABL 311, commented on above, depicts the same situation as concerns the state of the road(s) in the province of Arrapha.

¹¹⁰ The understanding of this passage is not clear: cf. LAS 2, p. 39: “(the way) is now blocked, (but) will the drivers later on go to the harvest?”: for the rare use of the perfect (*ittalkū*) referring to the future, cf. *ibid.*, pp. 38-39; in spite of the writing with lengthened *u* (*i-tal-ku-u*), I do not think that the phrase in line 8 should be understood as an interrogative sentence. Line 6: what does *karim* refer to? The most plausible explanation of the expression suggests an understood KASKAL: cf. ABL 744, Rev. 11, discussed below (n. 111). As concerns *illaka* (line 7), I suspect that the basic meaning of the verb is “to fit” (CAD A I, p. 312b, s.v. *alāku* 3 1), “gehen = geeignet, möglich sein” (AHw, p. 32b, s.v. *alāku* G 3 13), which can specifically be applied to roads (cf. ABL 312 [= SAA V, no. 200], 7-12): therefore, the expression means “it will go”, i.e. “it will be all right for those who take this road”; see also below, *ad* ABL 302 and cf. CT 53 5, Rev. 10-11, where the sequence *karim - illak* is referred to the king.

¹¹¹ Cf. S. Parpola, *Letters from Assyrian Scholars to the Kings Esarhaddon and Assurbanipal*, I, Kevelaer - Neukirchen-Vluyn 1970 [= LAS 1], no. 290; *id.*, *Letters from Assyrian and Babylonian Scholars*, Helsinki 1993 [= SAA X], no. 363; cf. *id.*, LAS 2, pp. 289-291.

¹¹² Rev. 11 is difficult: LAS 1, p. 245 translates: “even if it retained (the course) to Auriga” [actually “Chariot”: cf. LAS 2, p. 511]; LAS 2, pp. 289-291 discusses the passage in detail, challenges CAD’s translation (K, p. 201a: “he (i.e. Jupiter) is indeed slow in coming”) and proposes: “even if it(s way) to the Chariot became blocked”. LAS 2, p. 511 [“Addenda and Corrigenda”] dismisses both translations and

In other Neo-Assyrian sources *karāmu* occurs in contexts that do not deal with roads and itineraries: I believe that the basic meaning “to take, seize, etc.” can be maintained also in these cases.

— ABL 86¹¹³, 11-23: “The king our lord knows that the ‘gift’ (*nāmurtu*)¹¹⁴ of the month Kanūnu has been taken (/received) (¹⁴*kar-ma-tu-ú-ni*) but (*ù*) there are no storage rooms where we can put the king’s wine in¹¹⁵. May the king our lord give orders that they show us the (appropriate) places, so that we may proceed¹¹⁶. The king’s wine is in great quantity: where are we to put it?”. The whole passage makes sense only if we assume that the *nāmurtu*-gift (i.e. wine) did arrive and was “taken” (*karāmu*) by the palace officials, whose actual problem was to have no suitable places where to store it.

— ABL 1092, Rev. 9-14: “The months Ayāru and Simānu are favourable months. Let the king my lord give an order that they should take (*li-ik-ri-mu*) the kettledrums: one particular copper kettledrum should go around the temples¹¹⁷. The problem is to ascertain whether the kettledrums are to be “kept” (or possibly “stored / locked up”) somewhere or whether they should be “taken” away: in either case, it is beyond doubt that the meaning of *karāmu* is not “to be slow, late, etc.”.

— ABL 302¹¹⁸, Obv. 6 - Rev. 9: “As concerns the horses for the muster about which you have written, ... we shall send (them) during (*ina libbi*) the month Addāru

suggests to “leave *ik-ri-im* untranslated”; cf. SAA X, p. 300, where *ikrim* is left untranslated, but see *ibid.*, p. 340 [“Glossary”], where the only occurrence of *karāmu* —that of ABL 744, here under discussion— is translated “to hinder”. For the use of *lū* in concessive meaning, cf. AHW, p. 559b, s.v. *lū* A 7; CAD L, p. 225b, s.v. *lū* 1 b; LAS 2, p. 291. As concerns *ikrim*, I agree with Parpola (LAS 2, p. 191) that the interpretation of *ana* as *nota accusativi* (i.e.: “even though it has blocked the Chariot”) makes no sense; I also agree with him that the passage is elliptical and that *hūlu* (KASKAL) is required. Yet I believe that here too *karāmu* should be interpreted as a transitive verb: KASKAL is understood as is the case in KAV 214, 6, discussed above, n. 110.

¹¹³) Cf. TCAE, p. 249; CLNA, pp. 166-169, 187-188 (III.10).

¹¹⁴) For the technical use of *nāmurtu* in Neo-Assyrian administrative and historical sources cf. C. Zaccagnini, *La circolazione dei beni di lusso nelle fonti neo-assire (IX-VII sec. a.C.)*, «Opus» 3 (1984), pp. 235-252.

¹¹⁵) TCAE, p. 249: “... is in arrears, **and** there is no storage space for us to put the king’s wine in”; CLNA, p. 167: “... è (tutto) immagazzinato [i.e. *karāmu* B and not A, following CAD’s entries: cf. *ibid.*, p. 187], **salvo che** non ci sono luoghi al coperto dove potremmo mettere il vino del re”; CAD K, p. 201a: “the tribute due in the month MN is slow in coming”; cf. CAD Š, pp. 188b-189a, s.v. *šillatu*: “... is at hand **and** there is no storeroom”.

¹¹⁶) Following CAD N II, p. 108b, s.v. *našú* A 6.

¹¹⁷) Cf. CAD L, p. 186b, s.v. *lilissu* a: “... the kettledrums should stay behind (?), one only, a kettledrum of copper, should go around the temples”; CAD K, p. 201a, does not venture any translation; AHW, p. 446a, quotes this passage under *karāmu* G 4: “aufheben, lagern”.

¹¹⁸) Cf. CLNA, pp. 170-171, 190-191 (III.12) and, most recently, F. M. Fales, *Lettere dalla corte assira*, Venezia 1992 [= LCA], pp. 56-57, no. 5 (with commentary, *ibid.*, pp. 139-140).

[= mid-february - mid-march]. Come on! Since the LÚ.GIR.X had been detained (*ik-rim-u-ni*), we could have hurried up to send (the horses) (*nu-uḥ-tar-rib ... ni-is-sa-par*) during (*ina libbi*) the month Šabātu [= mid-january - mid-february], in the coldest part of the winter: just because of the cold of the winter they would certainly have died (*i-mut-tú*). (Therefore), in mid-Šabātu (*ina meš-la-te šá MN*) [= 1st february] we sent (the order): later on, within (*a-na*) the month Addāru [= mid-february - mid-march] they shall take them away from here and they will depart. It will be all right (for you): during the month Nisannu [= mid-march - mid-april] (*il-la-ka ina libbi MN*) they will arrive over there”¹¹⁹.

119) My translation diverges from those suggested by Fales (cf. above, n. 118) but does not claim to solve the numerous intricacies of this difficult text. — Obv. 9: *ši-GIM-ma* is obscure: CLNA, pp. 190-191 and LCA, pp. 56-57, emend *ši-ta²¹-ma*, “listen to me” and question AHW, p. 1134b, s.v. *šakāmu* I. CAD Š I, p. 116a, s.v. *šakāmu* A, excludes that we have to do with a verbal form and plausibly suggests that “an adv. or conj. is expected”. — Obv. 11a: *al-ka*: CLNA, p. 171 (= LCA, p. 57) links the verbal form to the sentence of the preceding lines 9-10: “entro il mese di Addāru li manderemo, finalmente” (cf. CLNA, p. 191, *ad Rev.* 8). For the use of *alāku* imperative (with or without ventive) in exhortative sense cf. AHW, p. 32a, s.v. *alāku* G II 2 and CAD A I, p. 303b, s.v. *alāku* 1 a 1’: see, e.g., ABL 208 [= SAA V, no. 210], Rev. 11: *a-lik al-ka* “Come on! Go [2nd pl.]”; ABL 198+ [= SAA I, no. 29, but see previously K.-H. Deller, in P. E. Pecorella - M. Salvini (Eds.), *Tra lo Zagros e l’Urmia*, Roma 1984, pp. 104-107], 16: *a-lik al-ka* [again, 2nd pl.]. — Obv. 11b: CLNA, pp. 170 and 191 (= LCA, p. 56) reads LÚ.GIR.KASKAL²¹, “i fanti della spedizione”; LAS 2, p. 289, *ad LAS* 1, no. 290 transcribes LÚ.GIR+AD₄: whatever the rendering of this term, it seems clear that the task of these officials was to care for the dispatch of the horses from Nineveh. — Obv. 11-12: note that the usage of *karāmu* (3rd pl. + obj. cpl.) is the same as in ABL 1092, Rev. 12 (*lillissāni likrimū*), commented on above. The understanding of the rest of the letter (Obv. 13 - Rev. 9) is more problematic and basically depends on the interpretation of the verbs and on the syntactical division of the long sequence of lines: besides CLNA (= LCA), *cit.*, cf. the various translations proposed in CAD K, p. 596a, s.v. *kuššu* 2 f; H, p. 90b, s.v. *ḥarāpu* A c; B, p. 268a, s.v. *bis*; Š I, p. 25a, s.v. *šadādu* 2 e; p. 437a, s.v. *šapāru* 1 b 5’; etc. Aside from matters of detail, the main problem is to ascertain whether an early dispatch of the horses, at the height of the cold season, was in fact arranged, with the consequence that the animals died, or if it was only envisaged and then postponed for fear that they would die. In the former case the perfect *nuḥtarrib ... nissapar* are to be understood “we hurried up and sent (*scil.*: the horses)” or “we sent (the horses) earlier” (see also AHW, p. 323a, s.v. *ḥarāpu* D), but it is difficult to account for the present *imuttū* (Rev. 3) instead of the expected preterit *imūtū*, “they died”. — Rev. 4-5: the translations proposed by CAD B, p. 268a, s.v. *bis* (“we shall send orders”); Š I, p. 25a, s.v. *šadādu* 2 e, and p. 437a, s.v. *šapāru* 1 b 5’ (“we will send them”) for the preterit *nišpur* are grammatically unjustified; on the other hand, the statement “we sent (*scil.*: the horses) in mid-Šabātu” would patently contradict the statement in Obv. 13 - Rev. 3. While calling attention to the use of *šapāru* in the perfect (Obv. 14: *nissapar*) vs. preterite (Rev. 5: *nišpur*) — and cf. the present *nišappar* in Obv. 10 — I wonder whether one could even speculate about a possible word-play on the basic meaning of *šapāru* “to send”, viz. horses / orders. — Rev. 8: *illaka*: CLNA, p. 191 interprets it as a variant of the imperative *alkā* (*ibid.*, p. 171 [= LCA, p. 57]: “Vivaddio”); for an alternative interpretation cf. KAV 214, 7, discussed above, n. 110.

— CT 53 5, Rev. 10-11¹²⁰: “the king was detained (*ka-ri-im*) (but now) he will depart (*il-lak*)”¹²¹.

— Streck, *Assurbanipal*, p. 162, 42: *a-na šu-zu-ub na-piš-ti-šu-un ik-ri-mu hul-lu-qu a-di la ba-še-e*: the understanding of this passage is problematic. With all due reserve, I venture the following interpretation: “In order to save their own lives, they attained (?) (instead) their complete annihilation”¹²².

— ND 1113¹²³, 4-8: “Concerning the *tu²intu*-house of the courtyard of the bathhouse, of which the king my lord wrote to me, saying: ‘Is there an interruption (of the works)?’, there has been no interruption at all: it has been built (⁷[*ma-a k*]a-ri-in-tu-ú šī-i⁸[*la-áš-šú la k*]a-[*r*]i-in-tu ra-šip)”¹²⁴.

I revert now to the clause *ša karmūni ušallam* of the Neo-Assyrian loan contracts. If we accept that the meaning of *karāmu* is “to take, seize, block, hold, etc.”, the above legal clause can only mean: “whoever is taken / seized / at hand [in a literal and physical sense] (by the creditor) shall pay in full”. This means that, on a juridical and procedural level, Neo-Assyrian *karāmu* corresponds to *ašābu* “to be (physically) present” (Nuzi); *balātu* “to be ‘alive’”, i.e. “to be (financially) sound and (physically) present / available” (Old Babylonian Alalakh: cf. the pair *šalmu* — *kānu* in Old Assyrian, Old Babylonian and Middle-Assyrian contracts); *qerēbu* “to be present, available, at hand” (Neo- and Late-Babylonian documents) = *qrb* (AECT, no. 53, 8).

¹²⁰) Cf. LAS 2, p. 288, *ad* LAS 289; cf. above, n. 110.

¹²¹) LAS 2, I: “(and) is going away”.

¹²²) Streck, *Assurbanipal*, p. 163 translates: “Um ihr Leben zu retten, inszenierten sie eine gänzliche Vernichtung”; cf. *ibid.*, p. 162, n. 1: “Wörtl.: sie zerstörten eine Vertilgung bis zum Nichtsein” (i.e. *karāmu* < *karmu* “ruin, destruction”); AHW, p. 446b, s.v. *karāmu* G 2, “hintanhaltend” (*scil.* “die Vernichtung”); CAD K, p. 201b, translates “and to save their own lives they planned (?) (the army’s) complete annihilation” and remarks that “none of the meanings of either *karāmu* A or B seems to fit”.

¹²³) Cf. J.N. Postgate, *The Governor’s Palace Archive*, London 1973, no. 241; SAA I no. 121.

¹²⁴) See Watanabe, *BiOr* 48, col. 192, where *karintu* is translated “Verzögerung”. Such a rendering, which derives from the meaning “to hinder, to slow down” currently attributed to *karāmu*, certainly fits the present context: my translation, which depends on the new interpretation of the verb, seems equally acceptable. I fail to understand CT 53 150, Rev. 3, quoted in LAS 2, p. 289 (*ku-um ina tak-ri-ma-’a’-[te]*).