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xšnaoθrahe ahurahe mazdā

Detail from above the entrance of Tehran's fire temple, 1286š/1917–18. Photo by © Shervin Farridnejad

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From Mesopotamia to Khotan: Payment clauses in Eastern Middle Iranian languages and their historical backgrounds

Hossein Sheikh
(Independent Scholar)

For Nicholas Sims-Williams, on the occasion of his 72nd birthday

Ygl wyśmḥ bywmt rbm wbšnt rḥqt

May he exult and rejoice for many days to come and in years far off¹

In purchase deeds normally, after two essential parties agreed to a transaction orally, one of elements that would be mentioned in the contract is the payment for the good. In any legal tradition, there are rules for how the payment clause should be formulated. In this article I aim to deal with payment clauses in the Eastern Middle Iranian languages. My study is geographically limited to Central Asia and temporally to between 300-900 CE, and contains two parts. In the first part, I demonstrate how payment clauses were formulated in the Eastern Middle Iranian languages, whereas the second part is devoted to elaborating upon the historical background of Middle Iranian payment clauses in the context of Near Eastern legal practice.²

1- The Ammonite Inscription from Tell Siran, translated by F. Moore Cross (Notes on the Ammonite Inscription from Tell Sirān: Bulletin of the American Schools of Oriental Research, No. 212 (Dec., 1973), pp. 12-15).

2- This is an extensively revised version of a part of my dissertation under title "Studies in the Bactrian legal documents". For all documents that have been properly translated into English, we have made use of their translations. Otherwise, we have translated the text from the original ourselves and produced it. I would like to thank my friends May Shaddel (Leiden) and Shervin Faridnejad (Berlin) for their comments and suggestions. Finally, I want to thank Prof Guido Pfeifer (Frankfurt) for inspiring me to write this paper.

I. The Payment clause

I.1. The Payment clause in Bactrian

The oldest extant evidence for a payment clause in any Middle Iranian language is attested in Bactrian language (Doc. F written in 470 CE) from northern Afghanistan.³ In the transaction deeds from Bactria, after describing the good, the seller states that he has received the price and acknowledges the agreement. The declaration of receipt in Bactrian contains two parts. In the first part, the issuer declares he has received the full price of the good and in the second part he expresses his satisfaction with the payment. This declaration is manifested approximately with some changes as follows:

μασκο ναβιχτιγο αγγαργο σαγονδο πιδο παδουαμονδδιγανο αβανδαρο ναβισιδο ιαββο οδο ι πανδαγο
ασιδο οαρο ναυαγγινδο φαροφαγο βαζανοκο οδο φαροφαγο ζονολαδο οδο φαροφαγο σαγο οδο
φαροφαγο τοτο οδο φαρο τωμαχο βραδο οδο φαρο τωμαχο πορο φροζανδανο αβο ζαροζιδαγο δδιναρο
κ' στομηνο αγγιτινδο ι οαυαγο οισπο ασποριγο στο κιρδδαμο βραδο οδο υονοσινδο

“Thus the property described herein has now been sold by us (just as is stated within with reference to the boundaries, (and) the water and the path which are adjacent thereto), to you, Bazanuk, and to you, Zhun-lad, and to you, Sag, and to you, Tut, and to your brothers and to your sons (and) descendants, for twenty dinars of struck gold; and the price has been received by us all complete, and we have become satisfied and content”.⁴

The full price element in the Bactrian legal documents is expressed in three ways:

1. The noun οαυαγο (price) with the preposition πιδο (for) and the adjective σποριγο (complete);
2. The noun οαυαγο (price) with the two adjectives σποριγο (complete) and οισπο (full).
3. The third way deviated from the preceding two forms. Only two documents contain this kind of the full price element. In documents **aa** and **ab** the issuer declares that he has received the full value (αργο σπορο).

However, it has no effect on the term's function, and all three variants address the full price element in Bactrian legal documents.

I.2. Payment clause in Khotanese

The Khotanese documents from the 8th and 9th centuries CE are the second relevant group of Eastern Middle Iranian languages that must be addressed here. These documents have been discovered in the oasis of the southern Tarim basin in Xinjiang, today's Uyghur Autonomous Region of China, and are written in

3- These documents have been deciphered and translated by Nicholas Sims-Williams (Sims-Williams, 2012). The references are to document numbers in his edition.

4- Doc. F. Land transactions are any documents that include both the full price element and the satisfaction term (J, L, V, W, aa & ab). However, Doc. U (a lease contract) and Doc. F (a manumission document) contain the full price element as well as a satisfaction term. Doc. P, a slave sale deed, on the other hand, lacks both parts.

modified Brahmi script on wood and paper. In Khotanese, the payment clause normally comes after the description of the property.⁵ In general, there are two versions of the payment clause:

1. It has been declared that the new owner has paid the price in full

uspurrā prahānaji hoḍi u-m̐ dī mārāpyara pajistāṃdā mūri 500 u drai chā śaṃcī 200 mūri

“he paid the prahānaja in full, exactly as much as the parents requested: 500 mūrās and 3 chās of white silk (worth) 200 mūrās”.⁶

2. Or it has been declared that the new owner has paid the price and the former owner received the price completely:

haudāmī ši? yagurā tti mūri 2000 500 nāṃdūmūṃ mihi braṃgalā u saṃgaśūrai u puṇadarmā tti mūri uspurri 2000 500

“So Yagura paid those 2,500 mūrās. We Braṃgala and Saṃgaśūrai and Puṇadarma received those 2,500 mūrās in full”.⁷

Unlike Bactrian deeds, the Khotanese deeds have no satisfaction term.

1.3. Payment clause in Sogdian

The next group of evidence for the payment clause can be found in Sogdian, another Eastern Iranian language of Central Asia. Contrary to Bactrian and Khotanese, the Sogdian transactions sources are very limited in number. Only three documents have been discovered so far: one from the 7th century⁸ and two from the 8th century CE.⁹ In Sogdian transactions the payment clause is simple, meaning that it is declared in the contract that the buyer pays the price of the good and there is no sign of the full price element or the satisfaction term. For example, in a sale contract for a slave girl from Turkistan the payment clause reads:

xr'yn šmny y'nsy'(n) 'xw 'wt' BRY c'n-kwtr MN ... δ>yh ...pr 120 δrxm šyrw kr'nw p'rsxwstw
“A monk [by the name of] Yansyan, the son of Uta, who is from the family of Chan, bought a female slave ... for 120 Drachms very pure and minted in Persia.”¹⁰

But in one of the transactions, namely a lease contract from Mount Mugh, there is an evidence indicating

5- Khotanese documents are mostly written in objective style, with only a few exceptions in subjective style or both.

6- Skjaervo, 2002, 68f Or. 9268.2

7- Skjaervo, 2002, Or. 9268.1: for more examples see Duan, 2014 and 2015 & Duan et al, 2016.

8- Yoshida, 2003.

9- Livshits, 2015. Documents B-4 & B-8.

10- Yoshida, 2003, 159f.

that Sogdians were very well familiar with the full price element. In that document, the lessor declares the lessee should pay the price yearly in good flour in full:

ZY ms cw ZK MLK' dyw'st(y)-c ZKn 23 xwβ 'wrnyk'm δ'ty δstβ'r kwn't 'PZY šn 'm'y-δ 'rtkw
'spwrnw prwyδ't

“And also, if King Dhēwāštich, in accordance with the law, instructs an official to recover this flour in full for the king, then Mākhyān, his sons and kin shall be answerable and pay for all of it”.¹¹

Apparently, in the declaration of receiving the price, all three languages use the same word for the adjective “full”; in other words, the Bactrian word *ασπορο*¹² is cognate with the word *uspurra*-¹³ in Khotanese and the word *'spwrn*¹⁴ in Sogdian. All these three words share the same etymology, meaning, and function.¹⁵ The question to be asked now is whether one of these languages used this word before the two others and the other languages borrowed it from the first or all three borrowed it from an older Iranian language (maybe Old Persian). Because of the fragmentary nature of our evidence, it is not easy to determine which of the two scenarios the case was. However, our evidence for the historical backgrounds is clear and considerable.

I.4 Historical Backgrounds of the full price element

The full price element is a fairly pervasive feature of cuneiform sale formularies. Going back to deeds of sale from the Ur III period (c. 2112–2002 BCE),¹⁶ this element is attested in sale documents throughout the ancient Near East.¹⁷ In the Old Babylonian period, this phrase is recorded as sumerograme ŠÁM.TIL.LA (its full price) in many of sale deeds from Lower Mesopotamia:¹⁸

KI DUMU-ša-ba-ia ^{1d}IŠKUR-MA.AN.SUM DUMU ^dIŠKUR.i-din.nam IN.ŠI.IN.ŠÁM ŠÁM.TIL.
LA.BI.ŠÈ 6 GÍN KÙ.BABBAR IN.NA.AL.LÁ (išqul)

“Adad-iddinam, son of Adad-iddinam has bought from Mār-ša-Baja. He paid its full price, 6 shekels of silver”.¹⁹

In addition to Lower Mesopotamia, in other neighboring lands like Susa and Syria the full price element

11- Livshits, 2015, 47f Doc. B-4

12- Sims-Williams, 2007, 197.

13- Bailey, 1979, 43.

14- Gharib, 1995, 65 Durkin-Meisterernst & Sims-Williams, 2012, 46 ‘spwrn-. The same word appears both in Parthian ‘spwryft (Durkin-Meisterernst, 2004, 87) as well as Pahlavi (u)spurrig (MacKenzie, 1971, 76), but not in legal contexts. (See Appendix 2).

15- For etymology of this word see Bailey, 1979, 43.

16- Steinkeller, 1989, 2; Wilcke, 1980, 502.

17- See Appendix 1.

18- Demare-Lafont, 2018, 400 In an Old-Babylonian handbook for model contract we see šīmu gamru as a part of sale contract, See Spada, 2011, 233. On this element in the Ur III and the Old-Babylonian periods see Bodine, 2014, 233f.

19- Dekiere, 1995, 96 Doc. 424.

was inserted in legal transactions. In Susa many of sale documents contain the phrase as ana šimī(šu) (NÍĜŠÁM) gamrūti (for its full price):²⁰

ḡ^{ēš}KIRI₆ ...KI ip-qū-ša ku-bu-ra-bu a-na da-ra-tim i-ša-am a-na ší-mi-šu ga-am-ru-ti 1/3 MA.NA
KÙ.BABBAR iš-qú-ul

“A garden... from Ipqūša, Kūbu-rabû has bought forever. As its full price he paid 1/3 Mina silver”.²¹

The phrase is also employed in documents from Ekalte²² and Tell Hadidi²³ in Northern Syria. For example:

KI dBa-aḡa-la-ka ù LÚ.MEŠ.ši.bu-ut URU.KI Be-lu-ú A.ŠA m.Ḥu-ra-ru DUMU dIŠKUR.EN ana 1/2
GI.[N]A KÙ.BABBAR ṣur-pu a-na ŠÁM.TIL.LA A.ŠA i-ša-am

“From Ba^ḡalka and the elders of the city Belu, the owner of the land, Ḥuraru son of Addu-Ba^ḡla, has bought the land for 1/2 refined silver as its full price”.²⁴

Despite the fact that these documents were written in different locations, the function of the phrase is the same in all of them. Its purpose is to protect the buyer from the possibility of being accused of shortchanging the seller.²⁵

In the Old Assyrian sale deeds from Anatolia, instead of ŠÁM.TIL.LA, the verb *šabā-um* / *šabbu'um* (to be full) was used to express that the price has been paid fully:

Na-ab-Sú-en₆ aṣ-ba-at-ma um-ma a-na-ku-ma URUDU SIG₅ ša a-hi-ib-lá-ku-ni ša-bu-a-tí ṭup-
pí dí-nam

“I seized Nabi-Suen, and I said, “You are fully paid for the copper of good quality that I owe you. Give me my tablet”.²⁶

As in the Old Babylonian period, in the Middle Babylonian period the full price element, *šim gamer*, was inserted in many sale deeds from cities such as Ur²⁷ in Lower Mesopotamia, Emar,²⁸ Ugarit,²⁹ and Alalah³⁰ in Syria.

20- Jalilvand Sadafi, 2014, 70f.

21- Jalilvand Sadafi, 2014, 135ff Doc. 9.

22- Mayer, 2001. Glossary.

23- Whitting, online <http://www.helsinki.fi/~whiting/hadidcat.html>.

24- Mayer, 2001, 80 Doc.7.

25- Skaišt, 1995, 619.

26- Hertel, 2013, 155f.

27- Gurney, 1983, 5.

28- Démare-Lafont, 2010, 46f and Fijalkowska, 2014, 116.

29- Van Soldt, 2010, 94 n 52.

30- Niedorf, 2008, 187.

In upper Mesopotamia, the Old Assyrian term for full price was omitted in documents from the Middle Assyrian period and instead the phrase *ana šimī gamrūti* (for its full price) was inserted, as in documents from the Middle Babylonian period.³¹ This means that in this period the Old-Babylonian formulation for full price replaced the Old-Assyrian payment clause in upper Mesopotamia and thus people used *šim* gamer in their legal tablets instead of *šabā'um/šabbu'um*.³² Later *šim* gamer is replaced by *kaspu gammur tadin* ("the money is paid completely") in the Neo-Assyrian sale deeds.³³ Contemporaneously, in the Neo-Babylonian era, the full price element is recorded using one of the two terms, *ana šimī gamrūti* or *ana šimi ḥariṣ* ("for its stipulated price") in Lower Mesopotamia:³⁴

(S) ina ḥūd libbišu (O) ana x kaspi ana šimī gamrūti/ana šimi ḥariṣ ana (B) iddin

"Seller has sold (given) Buyer, from his own free will, object of sale for its full price/its stipulated price".³⁵

In the Achaemenid period the administrative language was Aramaic. It is very clear that the full price element was widely used in the ancient Near East and therefore it is obvious that, as near eastern peoples, Aramaeans scribes in the Achaemenid court were aware of this element. But our earliest evidence for this element in Aramaic appears first in the papyri from Samaria in the fourth century BCE,³⁶ where the full price element can be found in the slave sale deeds several times as שחרץ דמין גמירן ("the stipulated price, the full price"):

ליהוחנן שמה בר שאלה דנה עבד זילה תמים [חנניה בר בידאל זבן ליהונור בר לנרי בכסף ש 20-10-3 שחרץ
דמין גמירן כספא זנ]ה ש 20-10-3 חנניה [מקבל מן יהונור

"[Hananiah son of Beyad³⁷el sold] a certain Yehohanan son of Se³⁸ilah, this slave of his, without defect, [to Yehonur son of Laneri for 35 silver shekels,] the stipulated price, the full price. [Th] is sum of 35 shekels Nananiah [has received from Yehonur]."³⁷

Gropp has pointed out that the term in these documents was borrowed from Babylonian legal formulary and the combination of the two legal terms at Wadi Al-Daliyeh was created by Aramaic scribes.³⁸

However, our earliest evidence in Aramaic from the Achaemenid period, the Aramaic papyri from Egypt,

31- Cardascia, 1980, 516.

32- The verb *šabā'um / šabbu'um* was used in quittance/settlement records Hertel, 2013, 137.

33- Postgate, 1997, 162 about *kaspu gammur tadin* see 349f.

34- Petschow, 1939, 45ff and Oelsner, 2002, 309 and 2009, 34.

35- Oelsner, 2002, 309. Hackl, 2018, 408.

36- In an Old Aramaic slave sale contract from the 7th century BCE (Lemaire, 2001, 24ff Text 2), there is a phrase for payment as follows: *ksp' hšlm yhb* ("the money has been paid in its entirety"). This full price element is an Aramaic version of the Neo-Assyrian phrase *ušallim ittidin* ("he paid in full or gave all"), which, according to Fales (2010, 192 note 12), "is employed in documents of receipt with reference to the repayment of a debt or a fine." Lipinski (2002, 249) provides another translation.

37- Dušek, 2007, 117 P1.

38- Gropp, 2001, 22f.

do not contain the full price element; instead, the issuer just states that he received the price of the good:

ויהבת לן דמי ביתן כסף כרש חד הו 1 שקלן תלתה הו 3 כסף יון סתתרי 3³⁹ שקל חד וטיב לבבן בגו זי לא אשתאר
לן עליך מן דמיא

“And you gave us the price of our house (in) silver, one, that is 1 karsh three, that is 3 shekels, (in) Ionian silver 6 staters, one shekel and our heart was satisfied herein that there did not remain to us (incumbent) upon you (any) of the price.”³⁹

Nevertheless, this does not mean that the people of Elephantine, particularly the Jewish community, were unfamiliar with the term, as it can be found in ancient Egyptian sale deeds,⁴⁰ and also in some passages of the Old Testament on sale of land it is reported that the buyer has paid the price completely (בכסף מלא).⁴¹

Later, in the Hellenistic period, a similar combination for the full price element as the one in the papyri from Wadi al-Daliyah is preserved in Nabataean sale deeds from the Judean desert as יין גמירין • • • יין גמירין which was translated “the fixed sale price in funds.”⁴²

The second part of the term דמין גמירין (“full price”) ⁴³ as full price element was elaborated in Aramaic deeds from the Judean desert:

וכס[ה אנה מקבל דמין גמירין

“And the money I have received, (the) full price.”⁴⁴

In the Syriac deed of slave sale (from 243 CE), on the other hand, the issuer simply mentioned the price of the purchase item (a female slave) twice in the text, without including the full price element:

הסבלא סמו דג'א זבמאא מוכאא למ אטאפא אטאא דל... הוכא אטאא
סדא דלמ הסבלא דמא אטא דכאב ס לל

“I have received from him seven hundred denarii and I have sold to him Amatsin my female slave ...that she has sold this female slave of hers and received her price as written above.”⁴⁵

Another piece of evidence for the payment clause in the same way can be found in an inscription on a property transfer from Palmyra, where the seller declares:

39- TAD 3.12 and also see TAD 3.4.

40- Ritner, 2002, 353, but Porten's statement about the verb ילמ in TAD 3.1 is not correct, since as Lipinski has shown it is not the full price element; see Lipinski, 2000, 592 n. 226.

41- We see this term in three verses in the Old Testament: Genesis 23:9, 1Chronicles. 21:22 & 24. See also Skaišt, 2015, 173.

42- See Yadin et al, 2002, 224f P.Yadin 2 and 3 about the full price element in Jewish Aramaic deeds from the Judean Desert see Gross, 2010, 105ff.

43- Sokoloff, 2003, 38f. For more about the payment clause in the Aramaic documents from the Judaeen Desert, see Gross, 2008, 124ff.

44- Yardeni, 2000, I 23-28. II [21f.]. XHev/Se 9.

45- Drijver and Healey, 1999, 232ff P1.

מקבלא מנה כסף דנרין מאה ועשרין

“He has received from him money (price), 120 denarii.”⁴⁶

Unlike the Syriac and Palmyrene texts, a Nabataean inscription from Mada'in Salih contains the full price element in the fine clause as לדמי מגמר (“for its full price”):

ומן יעבד כעיר מה די עלא כתיב פאיתי עמה לדושרא אלהא בחרמא די עלא לדמי מגמר סלעין אלף חרתי ולמראנא
חרתת מלכא כות

“And whoever does other than what is written above shall be liable to the god Dushara regarding the inviolability referred to above, for the full price of a thousand Haretite sela's, and to our lord King Haretat for the same amount.”⁴⁷

In addition, the Greek sale deeds from Palestine,⁴⁸ Mesopotamia,⁴⁹ and Avroman⁵⁰ do not contain the full price element, although some Greek deeds from Egypt, which are influenced by the Egyptian formulary tradition, bear this element.⁵¹

In Islamic deeds, after stating the price it is mentioned immediately its half to prevent falsification of the amount in the document in the future instead of the full price element.⁵² However, in a Persian deed from Khotan the seller declares that he has received the price in full:

[زمین] یحیی بن ایوب را فروختم بهای تمام یافتم

“I have sold Yahyā ibn Ayyūb (the land) and received the price completely.”⁵³

Furthermore, a combination of these two formulae appears in Persian documents from Ghur:

مر حاجب حسن مودود را فروختن به دو دینار ملکی فیروزکوهی که نیمه بود یک دینار... فروشندگان بها تمام و کمال
قبض کردند

46- Cussini, 1995, 238f PAT 1791.

47- Healey, 1993, 68 n.1. But other inscriptions have omitted it. Now, based on our evidence and whether it contains the full price element or not, we can divide the Aramaic deeds into two groups: the deeds with the full price element and the deeds without it. The first group encompasses deeds from Wadi al-Daliyah, Aramaic and Nabataean papyri from the Judean desert, and a Nabataean inscription from Mada'in Salih. The second group includes the Aramaic papyri from Elephantine, a Syriac sale deed, and Palmyrene and other Nabataean tomb inscriptions. In this classification it is very probable that the Aramaic conveyances from Bactria would belong to the first group.

48- Lewis, 1989, P16, 21 and 22.

49- Welles et al, 1959, P 25-28. Teixidor et al, 1997, P 6-10.

50- Minns, 1915, P 1 and 2.

51- Blau, 1912, 210. Remarkably, Jewish People did not insert the full price element in their documents in Greek, although in the Septuagint the term אלמ פסכב was translated as ἀγρυπίου του αξίου. Because this element was not a part of the Greek formularies in the Fertile Crescent.

52- Gronke, 1986, 467f. Gronke, 1984, 167.

53- Minovi, 1345/1966, 288.

“[they] sold [it] to Hājib Hasan Mawdūd for 2 dinars of gold struck by the king in the city Firūzkūh that its half is 1 dinar...the sellers received the price completely and entirely.”⁵⁴

The same practice was exercised among the Turks who knew this term well and inserted it in their sale contracts written from the 10th to 14th CE, In many of them for the full price element was used the word *tükāl*:

bu X qanpuḡ bitig qilmiš kuntä tükāl birdim

“This X qanpu (the price) I have received completely on day the contract have been elaborated.”⁵⁵

The full price element in Persian and Old Uighur documents demonstrates that the former payment clauses coexisted with the Islamic form.

II. Satisfaction Term

As mentioned previously, among the Eastern Middle Iranian languages, only Bactrian legal documents contain the satisfaction term. In these documents, after or before description of property the issuer states that he is satisfied and content with what he has received from the addressee, be it the price or service in return. We can divide the satisfaction term into two groups based on the type of document:

1. Documents with a payment clause. This group includes sale⁵⁶, lease⁵⁷ and manumission contracts.⁵⁸ In these documents after the payment has been completely paid the issuer declares that he is satisfied with the price that he has received:

οτομηνο αγγιτινδο ουναγο οισπο ασπορο στο κερδαμο βαδο οδο υονοσινδο οδο υονοσινδο

“And the price has been received by us full and complete and we have become satisfied and content.”⁵⁹

2. The gift deeds.⁶⁰ In the gift deeds from Bactria, the recipient states his satisfaction with the service the donor has provided:

54- See Mirza Khwaja Mohammad and Saqi, 1388/2009, Doc. 9 and also Doc. 6, 7, 13 & 14.

55- Yamada, 1993, passim and Yamada, 1964, 98f. Tugushevoi, 2013, 204 index. Interestingly, in two sale contracts (one in the Uighur script and the other in Arabic) the word for price is mentioned in a Turco-Persian term, *tükāl bəhāsi* or *نگال بهاسی*: Bahani *tükāl buldum* “I have received the price completely,” (Erdal, 1984, 281ff Doc. IV.), and *بو تورت حد ایچنداکی بیرنی ساتتم بهاسی نگال* “I have sold the land within these four boundaries. I have received its price completely,” (Minorsky, 1942, 191ff & Erdal, 1984, 291ff. Doc VI.)

56- Doc. J, L, V, W, aa and ab.

57- Doc. U.

58- Doc. F.

59- Doc. J and L.

60- Doc. C & Tt.

ταδομο λαδο μασκο ναβιχτογο ζαμιγο οδο ιαβο σιδο οαρο ναυαγγο λαβνο φαραφαγο ιαμβρο(σπαλο)
 πιδο κिरδο ασπαχτο οτομο αγγιτο ασαφαγο ιαμβροσπαλο παλαβνο πισιδο βαδο υονασινδημο

“Thus, the vineyard described herein and the water which (is) adjacent thereto has been given (as) a gift by me to you, Yamsh-spal, for the service rendered, and (this) counterpart of (my) gift has been received by me from you, Yamsh-spal. Thereupon I am satisfied and content.”⁶¹

The key word for the satisfaction term in Bactrian is βαδο (“satisfied or happy”). After the word βαδο the word υονοσινδο (“content or glad”) has more frequency in the documents. In the last two documents (aa and ab) instead of the word υονοσινδο the verb ναμιγαρημο (“I am not suffering loss”) is inserted.

Furthermore, some sales contracts include more complementary words and phrases in the satisfaction term:

οτο κिरδαμο βαδο οδο υονοσινδο οταλο φρογαοαμο ασιδο ναλο μιυγαρο

“And we have become satisfied and content and are profited and not subject to loss.”⁶²

Or

βαδο υονοσινδο κिरδαμο πιδοσαχτο οαυαγο φρογαοο ζαναμο ναγο μηγαρο

“(And) I have become satisfied (and) content, (and) the price agreed I acknowledge (to be) profitable and not damaging.”⁶³

These complementary words and phrases are fitting for making all relevant points of a legal event certain and explicit.

The satisfaction term is very important because, as we will see below, Bactrian deeds preserve a very old term from ancient Mesopotamian legal practice which had disappeared since the Middle Babylonian period. However, the clause was used in Egyptian transaction documents from the 8th century BCE to the Islamic period.

II.1. Historical Backgrounds and Function of the Satisfaction term

This term is first attested in the Old Babylonian documents from Mesopotamia and ancient Syria as the Sumerogram ŠÀ.GA.NI AL.DU or Akkadian *libbašu t̃āb*, “his heart is satisfied.”⁶⁴ The term is drawn up in two types of texts: in legal texts like sale, settlement of litigation, receipt of the bride-price,⁶⁵ and even in the law code of Hammurabi,⁶⁶ as well as in non-legal texts like letters.⁶⁷ We will deal here only with the transaction

61- Doc. C.

62- Doc. J.

63- Doc W and V.

64- See CAD 19, 36 t̃ābu.

65- Muffs, 2003, 46f and Westbrook, 1991, 219 and Dušek, 2009, 87-91.

66- Westbrook in his article (Westbrook, 1991) analyzed the satisfaction term in the code of Hammurabi. Here we will only concentrate on legal transactions.

67- For example, see Van Soldt, 1994, No 58, Veenhof, 2005, No 101.

texts. Concerning the origin of the term Muffs pointed out that the satisfaction term in Old Babylonian deeds originated from the archaic sale law of the third millennium BCE in Mesopotamia.⁶⁸ The formula was recorded in deeds from Lower Mesopotamia⁶⁹ and ancient Syria.⁷⁰ Especially in sale deeds, when the buyer has paid or the seller has received the price completely, the seller declares that he is satisfied with the price. Normally, this phrase in sale deeds is stated as follows:

IN.ŠI.IN.ŠÁM ŠÁM.TIL.LA.BI.ŠÈ 2 1/3 GÍN KU.BABBAR IN.NA.AN.LÁ ŠÀ.GA.A.NI AL.DÙG (or DU₁₀)

"He (the buyer) paid 2 1/3-shekel silver as its full price. His (the Seller's) heart is satisfied."⁷¹

After the Old Babylonian period in Mesopotamia scribes dropped the satisfaction term from documents. However, in the city of Emar, in the late Bronze Age (ca. 1275-1175 BCE),⁷² the scribes continued to use the formula in transactions.⁷³ After a long time, the formula reappears again in Aramaic papyri from Elephantine in documents of withdrawal, in deeds of sale, in marriage contracts, in a document of obligation to deliver grain and in a mutual quitclaim, especially in the context of payment, oath or marriage.⁷⁴ The clause in the Aramaic deeds from Elephantine is attested as לבבי טיב (my heart is satisfied).⁷⁵ For example, in a sale deed:

אנחנו זבנה לך ויהבת לך דמוהי כסף כרש 1 שקלן 3 - באבני מלכא כסף זוז לכרש 1 וטיב לבבן בדמיה זי יהבת לך

"We sold it to you and you gave us its price (in) silver, 1 karsh, 4 shekels by the stone(-weight)s of the king, silver zuz to 1 karsh, and our heart was satisfied with the price which you gave us."⁷⁶

As mentioned earlier, there is a chronological gap between Emar and Elephantine⁷⁷ of c. seven hundred centuries and no evidence for filling this gap has been found yet. It is hoped that new excavations will shed more light on this dark corner.⁷⁸

There are different views on the function of the satisfaction term in the Akkadian and Aramaic traditions.⁷⁹ Muffs in his book assumes that it was a quittance term.⁸⁰ Muffs' idea, however, was criticized

68- Muffs, 2003, 105ff.

69- Skaišt, 1990, 260-64.

70- Skaišt, 1995, 624, in the documents from Alalah (Kienast, 1980 and Launiger, 2015), Ekalt (Mayer, 2001) Tel Hadidi (Whiting, online).

71- Dekiere, 1995, 88f No. 418.

72- See Yamada, 2014, 88.

73- Skaišt, 1995, passim, Gross, 2013a, 333f; for documents see Beckmann, 1996, Westenholz, 2000, and Tsumiko, 1991. The phrase is almost written as ŠÀ-bu.šu DÙG.GA; see Beckman, 1988, 65.

74- Dušek, 2009, 87f.

75- See Schwiderski, 2009, 479f.

76- TAD B. 3.4 and see B. 3.12.

77- There are also other similarities between the documents from Emar and Elephantine which are outside the scope of this work. See for example the term BA.UG7 TIL.La (in death and in life) in Emar and יתומבו ירחב (in my life and my death; see TAD B2.3.).

78- When Muffs was writing his book, the documents from Emar had not been discovered. These documents helped narrow the chronological gap between Akkadian and Aramaic deeds.

79- For example, see Muffs, 2003, Westbrook, 1991 & Yaron, 1971.

80- Muffs, 2003, 45ff Also Levine, 2003, XVI.

by Westbrook who pointed out that the satisfaction term “is purely empirical, relating to what has been observed, as befits a clause dealing with the performance stage of the contract rather than the stage of conclusion of contract.” Therefore, he concludes that “[the] legal function [of satisfaction] is that of a conclusive evidence clause, which bars the seller from later claiming that he in fact received short measure, even if subsequent verification should prove that this was truly the case.”⁸¹ The satisfaction term does not only appear in Akkadian. This term can also be found in Demotic deeds from Egypt dating back to the 8th century BC.⁸² This evidence complicates the question of the origin of the satisfaction clause in Aramaic papyri. Some scholars believe the clause in the Aramaic papyri has an Egyptian ancestor.⁸³ It seems that the clause in the Aramaic deeds is not borrowed from the Egyptian tradition, rather the Aramaeans had adopted it from Assyrian legal formulary.⁸⁴ Bactrian is the only middle Iranian language that includes the full price element as well as the satisfaction term in the payment clause. The theory of Egyptian origin of the full price element and satisfaction term does not seem to suit the Bactrian legal documents.⁸⁵ Because, as previously said, in the payment clause of the Demotic and Aramaic sale deeds from Achaemenid Egypt only the amount of the price is mentioned, with no indication that it has been paid in full. In other words, these deeds from Egypt do not contain the full price element in the payment clause. On the contrary, in Bactrian sale deeds the payment clause includes the full price element and satisfaction term as in sale deeds in Akkadian documents. Furthermore, there are lands between Egypt and Bactria that continued to practice their own legal formulary; for instance, Babylonia. The satisfaction term in the papyri from Wadi Al-Daliyah, differs from the Akkadian and Egyptian deeds in the satisfaction term expresses both sides’ satisfaction:

שליט יהונור ליה[והנן זך לעלמא ורעיו חד מן חד אסרא ביניה

“Yehonur has authority over the [said] Yeh[ohanan in perpetuity. And they were mutually satisfied with the bond between them.”⁸⁶

And as Gropp and Dušek pointed out it is the Aramaic equivalent of Neo-Babylonian *ina ĥud/migir libbišu* (“from my own free will or voluntarily”).⁸⁷

Later, in the Hellenistic period, Greek deeds from Egypt include the full price element and satisfaction term which followed the Demotic formulary but with a combination of the Aramaic formula.⁸⁸ As mentioned above, the gaps in legal corpora in the ancient Near East are considerably huge. Thus, it is not easy to explain how the satisfaction term has found its way into Aramaic deeds, and eventually into Bactrian conveyances.

81- Westbrook, 1991, 222. For other critiques of Muffs’ approach see Malul, 1988, 332ff, and Yaron, 1971, 407ff.

82- For the earliest demotic deed (707 BCE) see Vleeming, 1981.

83- Ritner, 2002, 347f; Porten, 1992, 260 No. 4. One more reason that should not be neglected is that Aramaic בִּיט יִבְלֵל is cognate with Akkadian libbašu ṭāb which cannot be a coincidence.

84- Muffs, 2003, 179; Geller, 2011 in his review of Botta 2009.

85- See also Geller’s review of Botta’s Book, Geller, 2011, 150f. We are inclined to accept his critique because as he says: “it is usually a safe bet, when dealing with legal matters, to rely upon conservatism and resistance to change.” See also Pardee, 2008, 311f.

86- Gropp, 2001, 34 P. 1.

87- Gropp, 2001, 49 and Dušek, 2007, 77f. and Dušek, 2009, 93.

88- Blau, 1912, 210 and 212ff. Keenan et al, 2014, 55.

Nevertheless, Skaist's idea on transition of satisfaction term from Akkadian to Aramaic sounds plausible.⁸⁹ He proposes the following hypothesis to explain the geographic and chronological distribution of the formula *libbašu ṭāb*. He reminds us that it is a type of formula in the conveyances from the Ur III period named type A by Steinkeller.⁹⁰ He also states that in the texts from Emar, Ekalte and Alalah level VII, type A of the formulary of the Ur III period conveyances was adopted,⁹¹ especially the first part of its operative section.⁹² Skaist suggests that "such a loan could only have taken place during the Ur III period when Type A was standard and when West Semitic peoples particularly the Amorites came into extensive contact with Lower Mesopotamia."⁹³ In another paper, he explains how the term *libbašu ṭāb* has found its way from Akkadian texts into the Aramaic texts from Elephantine. He proposes that it may have taken place when "an Aramean who purchased land from a native would have had the sale deed drawn up in the manner current in that area—very likely in Akkadian, as were all the available sale deeds. With the passage of time, it was felt necessary to draw up the deeds in Aramaic. The simplest way of doing this would have been to translate the Akkadian directly into Aramaic. Thus, it would have been possible for *libbašu ṭāb* to become לבבי טיב either as the accepted Aramaic equivalent or as a loan translation."⁹⁴ As mentioned above, the satisfaction term after the Old Babylonian period disappears from legal deeds in Mesopotamia while it continued to be used in Emar in Northern Syria—part of the homeland of the Aramaean-speaking peoples—until the 12th century BC.⁹⁵ Accordingly, it appears plausible that the Aramaean scribes in Bactria continued to use their own pattern, which they had learned in their homeland and brought with them to Bactria. An alternative explanation for the existence of the satisfaction term in Bactrian sale deeds is that it probably entered Bactrian legal terminology in the Hellenistic period. This theory seems weak and implausible, however, because the Greek sale deeds from Mesopotamia and Levant do not bear the satisfaction term.⁹⁶ This term is even omitted from the Aramaic and Hebrew deeds from the Judean Desert. In other words, the satisfaction term is completely dropped from the legal formularies of the Levant in the Hellenistic period in the same way as in Mesopotamia before.

Finally, it seems that the satisfaction term in the Bactrian deeds has an Akkadian origin which found its way to Bactria through the Aramaic tradition in the Achaemenid period and then in the Hellenistic period

89- Skaist, 1995, 625. and Skaist, 2008, 224f.

90- Steinkeller, 1989, 11f.

91- Skaist, 2008, 221.

92- The operative section of type A in the Ur III period conveyances is as follows:

- (1) Object of Sale (1) Object x,
 - (2) Term for Price for its price,
 - (3) Amount(-še) amount y,
 - (4) Seller(-še-ra/-a) / from the seller
ki Seller(-ta)
 - (5) Buyer (-e) the buyer
 - (6) Term for 'to buy', 'bought'
- See Skeinkeller, 1989, 11.

93- Skaist, 2008, 224.

94- Skaist, 1995, 625f.

95- Arnold, 2011, 184. On the homeland of the Aramaeans see also Lipinski, 2013 and Younger, 2014.

96- Dušek, 2009, 95f. Only one document contains the term. But the term refers to more than satisfaction with the price and encompasses the entire agreement. Welles, 1959, 137ff P26.

the scribes did not omit it from Greek legal deeds. But it lost its metaphoric role.⁹⁷

Later, in the Islamic legal formulary the satisfaction term is attested in a fossilized form in a few Islamic sale deeds from Egypt⁹⁸ while in the eastern borders of Islamic lands, Northern Afghanistan, and Turkistan, the term had already been dropped from contracts.

Appendix 1

The terms for the full price element in the Akkadian and Aramaic corpora

Time	location	Term
2000-1500 Old Babylonian Period	South Mesopotamia Elkate Alalah Susa	(ŠAM.TIL.LA(Šim gamer
1500-1000 Middle Babylonian and Assyrian	South Mesopotamia North mesopotamia Emar	Šim gamer
1000-500 Neo Assyrian Neo and Late Bbabylonian	North Mesopotamia South Mesopotamia	kaspu gammur Šim gamer/ šimi ḫariš
BCE 100 500-	Samira Papyri	שחרץ דמין גמירן šhrš mgyrn dmyn
BCE- 300 CE 100	Jewish Aramaic documents from the Judean Desert Nabataean documents Nabatean inscription from Mada'in	דמין גמירן Gmyryn dmyn שי חרץ דמין . . . ין גמירן Šy ḫrš dmyn ...yn gmryn לדמי מגמר Ldmy mgmr

Appendix 2

The word *Us-prna- (Full, complete) in the Middle Iranian languages

Language	Word	context
Bactrian	ασπορο	legal
Khotanese	uspurra-	legal
Sogdian	'spwrn	legal
Parthian	'spwryft	Non legal
Pahlavi	(u)spurrīg	Non legal

97- Interestingly, the same change happened with the Greek deeds in Egypt, that is, the term lost its metaphoric role. Also, there is another affinity between Greek deeds from Egypt and Bactrian deeds. It is the complementary word in both of them. In some settlements from ca. the 6th-7th centuries A.D. the issuer declares his satisfaction with two or three complementary words or verbs. For Example:

τουτων τοιουν ουτω γενομων και στερχθεντων και αρεσθεντων

("Because these things, then, have taken place in this way and we are content and pleased with them"). See Gagon & van Minnen, 1994, 54ff, and for other examples see ibid, 96.

98- Frantz-Murphy, 1988, 106ff. This means that it was not widely used.

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