

The Origin of Banking: Religious Finance in Babylonia

Author(s): Benjamin Bromberg

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The Origin of Banking: Religious Finance in Babylonia

I

THE economic importance of the sanctuaries of antiquity has long been recognized. The Babylonian shrines were no exceptions; not only were the chief Mesopotamian temples religious centers, law courts, schools, and archive depositories, but they were also banks and mercantile establishments. Indeed, as fiscal institutions of the Babylonian economy, the importance of the sanctuaries cannot be overemphasized: "In financial or monetary transactions the position of the Babylonian temples was not unlike that of national banks; they carried on their business with all the added weight of official authority."¹

Of all these religious, financial organizations the outstanding one was that of Šamaš, the sun-god and lord of justice and righteousness, at Sippar, the so-called "eternal city" of Babylonia. No Mesopotamian fane had such a reputation and longevity in the banking sphere as did the sun-god's shrine. It is believed that this temple was the first bank in the world.² While it had a noble existence for about three or four thousand years,³ its extant financial records do not date beyond the reign of Sabium (1884-1831),⁴ the third king of the First Babylonian Dynasty.

How did this temple bank originate? I believe that its inception may be traced to the character of the revenues of the Babylonian sanctuaries. An important source of the regular income of the shrines was the tithe, payable not only by private individuals but by the Babylonian cities and the royal family as well.

Here is an example of a tithe account relating to the receipt of grain by the Temple of Šamaš (Ebabbara or Bit-Uri) at Sippar :

¹ Morris Jastrow, *Aspects of Religious Belief and Practice in Babylonia and Assyria* (New York, 1911), 277.

² J. Oppert, "Un Dieu Commerçant," *Académie des Inscriptions et belles-lettres: Comptes Rendus (CRAI)*, 4^e sér., XXV (September 3, 1897), 470. W. St. Chad Boscawen says that the most ancient bank was a private Babylonian concern, that of the house of Zini-Ištar. "The Oldest Bank in the World," *The Babylonian & Oriental Record (BOR)*, VII (July, 1894), 241-246. But Boscawen never once used the term "bank" in this article, and none of the material he presented is of a banking character at all.

³ Oppert, *loc. cit.*

⁴ The chronology of Sidney Smith has been used in this paper. See his *Alalakh and Chronology* (London, 1940), 29.

Grain, the tithe of the treasury of the sun-god of Ebabbara, from Nidintu, son of Belibni for the month Iyyar [April-May], first year of Darius the king . . . 30 gur of grain [from] the city of Pallukatu, 10 gur [from] the city [of] Nikku, 10 gur [from] the city [of] Rabbi-ili, 10 gur [from] the city [of] Kurrasu. . .⁵

In the beginning most of these compulsory tithes were payable in grain, oxen, and sheep;⁶ later monetary tithes were not unusual, although they were nevertheless infrequent and appear mainly in connection with the tithes due from the members of the royal household.⁷ The Sipparite sanctuary also derived great produce from its own agricultural fields, amounts doubtless in excess of the needs of the temple itself. When storage in Ebabbara's granaries was not feasible, a necessity arose for the sale or exchange of many of the agricultural products.⁸ I believe, therefore, that the first mercantile pursuits of the Temple of Šamaš were in the selling field.⁹ Loans of produce, which were media of exchange, followed on the heels of this brisk commercial activity, and it did not take a long time for money loans to be an outgrowth of this process. Hence I see the origin of shrine banking in Babylonia as the result of surpluses in kind and later of surpluses of funds.

Banking and merchandising were not the only mundane activities in which Ebabbara, "the house of light" or "the sun house," was interested. It also engaged in the manufacturing business, principally of textiles. Cloth and garments were manufactured from the Temple's supply of wool, cotton, flax, and hemp.¹⁰ In addition, Bit-Uri maintained a great number of agricultural lands, date-palm orchards,¹¹ and houses. As a landowner, of fields and houses, Ebabbara was constantly adding to its

⁵ Theodore G. Pinches, "A Fragment of a Babylonian Tith-List," *BOR*, I (March, 1887), 77.

⁶ R. Campbell Thompson, *Late Babylonian Letters* (London, 1906), Nos. 11, 12, 153; L. W. King, *The Letters and Inscriptions of Hammurabi*, III (London, 1900), xlvi.

⁷ A. H. Sayce, *Babylonians and Assyrians* (New York, 1899), 253-254. The following texts are examples of monetary tithes: "25 shekels of silver, the tithe of Merodach-nadin-akhi, the son of the king, by the hands of Šamaš-yukin-akhi and Aqabi-ili, he has given to Bit-Uri, the 14th day of Iyyar, the 42d year of Nebuchadrezzar, king of Babylon." Sayce, ed., *Records of the Past* (London, 1891), V, 143. "Six minae of gold, the tithe which the king gave in the great gate of the temple Ebabbara. The 26th day of Sivan [June], the accession year of Nabonidus, the king of Babylon." Raymond P. Dougherty, *Nabonidus and Belshazzar* (New Haven, 1929), 87n.

⁸ Cf. H. V. Hilprecht, *Explorations in Bible Lands* (Philadelphia, 1903), 275.

⁹ See Oppert, 488.

¹⁰ *Ibid.*, 471.

¹¹ Thureau-Dangin, "La Compatibilité Agricole en Chaldée au Troisième Millénaire," *RA*, III, 1895, 121.

extensive holdings largely through gifts of the royal family and of the faithful. Bit-Uri seldom alienated its real property,¹² but was content either to lease it,¹³ or have its own agents operate, cultivate, and manage the property.¹⁴ However, we have a contract document during the time of the Babylonian king, Sin-muballit (1812-1793), in which Amat-Šamaš, a priestess of the sun-god, purchased a house from the property of Šamaš and his consort, Aja.¹⁵

Perhaps a word or two ought to be said parenthetically concerning these Šamaš priestesses, especially because their role in the temple economy has been frequently misunderstood by even seasoned Assyriologists. In the first place, the Šamaš priestesses who figure so prominently in the monetary and business documents of Sippar did not live in the Šamaš convent.¹⁶ Secondly, their financial and commercial affairs concerned themselves alone.¹⁷ In other words, their dealings were independent of those of the sanctuary. This is thoroughly proved by the documents in which the only purchasers or sellers, borrowers or lenders involved in the particular transactions were Šamaš priestesses.¹⁸ Furthermore, I am persuaded that the term priestess attached to the Šamaš woman was a sort of honorary title awarded to females of distinction or of blue blood by the Sipparite fane. As I see it, their functions were as much of a nun-like character as those of an honorary Kentucky Colonel are of a military nature. Hence the contracts to which one or more priestesses of the lord of justice were parties should not be considered in any way as temple agreements; they were wholly private undertakings engaged in by these Šamaš priestesses for their own personal gain.

¹² In general, the same principle applies to its large herds of cattle, sheep, and oxen. However, Moldenke has published a tablet involving the sale of sheep worth $2\frac{2}{3}$ minae, 5 shekels of silver from the sun-god of Sippar. *Cuneiform Texts in the Metropolitan Museum of Art* (New York, 1893), Part II, No. 11.

¹³ Thureau-Dangin, 121n.

¹⁴ Thompson, No. 19.

¹⁵ British Museum, *Guide to the Babylonian and Assyrian Antiquities* (London, 1922), 105.

¹⁶ Beatrice Allard Brooks, "Some Observations Concerning Ancient Mesopotamian Women," *The American Journal of Semitic Languages (AJSL)*, XXXIX (April, 1923), 190.

¹⁷ Cf. Sayce, 127; Franz Th. Boehl, "The Position of Women in Ancient Babylonia and Israel," *Bibliotheca Sacra*, LXXVII, 1920, 11; A. H. Preussner, "The Earliest Traces of Negotiable Instruments," *AJSL*, XLIV (January, 1928), 91.

¹⁸ See, e.g., texts 2 and 17 given by Duncan in his "Babylonian Legal and Business Documents from the First Babylonian Dynasty," *AJSL*, XXX (October, 1913), and Preussner, 95. I find no warrant for Sayce's statement that the priestesses were required to give a certain proportion of their profits to the sanctuary of Šamaš. Sayce, 252.

II

Let us now consider the loan tablets of the shrine of the sun-god at Sippar, dating principally from the period of the First Babylonian Dynasty (1894-1595),¹⁹ that are to be found mainly in Kohler (Koschaker) and Ungnad's *Hammurabi's Gesetz*.²⁰

Inasmuch as the Babylonian economy was both natural and pecuniary, loans of grain were not infrequent. Here follows a grain loan about the time of Sin-muballit, the predecessor and father of Hammurabi:

10 *gur* of grain—at the rate of $\frac{1}{5}$ th *gur* per *gur*—Minutum has borrowed from Šamaš. At harvest time he shall return it.

3 witnesses. Undated.²¹

This document is of interest because it shows that the Šamaš interest rate for grain (barley) was equal to 20 per cent per annum in the period before the promulgation of the Code of Hammurabi. In g's 90-1 of this famous legal code (as found by the Babylonian Expedition of the University of Pennsylvania and translated by Father Scheil in 1916),²² the maximum interest rate pertaining to grain was $33\frac{1}{3}$ per cent per year.

The following nonmonetary loan tablet is from the Hammurabi era (1792-1750):

13 *gur* of grain, interest-bearing [?]²³—at the rate of $\frac{1}{8}$ *gur* per *gur*—Abum-kima-ilim and Nawarša-lumur have borrowed from Šamaš and Ur-Kalkal. At harvest time in the payment-month [?], they shall measure up [return] the grain and its interest.

5 witnesses. Date: 30th of Marchesvan [Nov.].²³

This contract definitely stipulates the $33\frac{1}{3}$ per cent (one-third *gur* per *gur*) maximum yearly interest charge for grain as decreed by Hammurabi. The lender in the document was the sun-god. Ur-Kalkal, who

¹⁹ The British Museum mentions a contract of about 615 B.C. in which Šamaš of Sippar lent money to a number of Babylonians in the reign of the Assyrian king, Sin-šar-iškun. *Babylonian and Assyrian Antiquities*, 145. Therefore it is not true to state, as many scholars have, that the temple as a banking institution no longer functioned in the neo-Babylonian era; although it may be quite correct to say that its financial status declined materially in late Babylonian times.

²⁰ III-VI (Leipzig, 1909, 10, 11, and 1923). Cited hereafter as KU.

²¹ KU, 1,127.

²² "Les Nouveaux Fragments du 'Code,'" *RA*, XIII, 1916, 49. See also Cuq, "Les Nouveaux Fragments du Code de Hammourabi," *RA*, XIII, 1916, 144; *Académie des Inscriptions et belles-lettres: Mémoires Mèm. AI*), 166, 190.

²³ KU, 899; Ira M. Price, "Some Observations on the Financial Importance of the Temple in the First Dynasty of Babylon," *AJSL*, XXXII (July, 1916), 255-256.

was associated with Šamaš in this loan, is to be thought of as an administrator of the sun-god's granary at Sippar.²⁴ It appears that the end of the harvest, when the farmers' produce was sold, was the regular time for the liquidation of all existing debts.

Throughout the classical Babylonian period the legal interest rate for grain was 33 $\frac{1}{3}$ per cent per annum. During the neo-Babylonian epoch, however, a change is noticed: the interest rate for grain fell to the same percentage that prevailed prior to the Code of Hammurabi, viz., 20 per cent per year.²⁵

The following contract is written at the pre-Hammurabian rate. It dates from the era of King Nebuchadrezzar (605-562 B.C.).

10 *gur* of grain, the property of the sun-god, Addujatin, the headman [and] the second man of the city [of] Hindanu, has borrowed. In the month Tammuz [June-July], at the rate of 1 *gur*: 36 *ka* of grain, by the measure of the sun-god, he shall pay it back into the granary of Šamaš.

4 witnesses. Date: 9th of Tebet [Dec.], 1st year of the king's reign.²⁶

III

The document reproduced below is apparently a gratuitous grain-loan from the period of the Elamite ruler, Rim-Sin. A temple administrator of the sun-god, one named Sin-litalal, is also mentioned besides Šamaš in this document.

25 $\frac{4}{15}$ *gur* of barley, Huzalatum and the gardener Hasirum have borrowed from Šamaš and Sin-litalal. In the month of Sivan they shall measure up [return] the barley.

6 witnesses. Date: month of Tebet, 17th year of the king's reign.²⁷

We have further instances of interest-free loans, but these are of a different character from the preceding type. They contain the clause *ina baltu à šalmu*. In 1916 Scheil pointed out that this kind of loan was granted free of charge to poor, sick persons by the lord of justice's shrine; the return of the sum lent being contingent solely upon the recuperation of the borrower's health.²⁸

²⁴ Schorr regards Ur-Kalkal as a partner of the divinity. *Urkunden des altbabylonischen Zivil- und Prozessrechts (UAZP)* (Leipzig, 1913), 67.

²⁵ Cuq, *RA*, 156.

²⁶ Pinches, "Some Late-Babylonian Texts in the British Museum," *Recueil de Travaux Relatifs à la Philologie et à l'Archéologie Égyptiennes et Assyriennes*, XIX, 1897, 110.

²⁷ KU, 1,537.

²⁸ "Notules, XV. Prêts Religieux," *RA*, XIII, 1916, 131-132. See also Cuq, *CRAI* (February 2, 1917), 29; *Mém. AI*, 183-185. And parenthetically see also Oppert, *CRAI*,

Boyer, however, has published an interest-bearing tablet of this kind;²⁹ I do not see, therefore, how Scheil's interpretation is tenable. Chiera also rejects the French theory concerning *ina baltu ù šalmu*, insisting that: "The phrase ought to be translated 'if he is in health and in peace'—in other words, 'barring disease and accidents.' The borrower was thus protected from having to repay under special unfortunate circumstances."³⁰ But would not one think that a date of repayment would be mentioned in this type of contract, so that if the borrower took sick or met with an accident, he would not have to repay at that particular time? Yet I have never seen any Babylonian *ina baltu ù šalmu* document in which the date of maturity was ever mentioned. When would the repayment date be with the clause "barring disease and accidents"? No definite time is the answer. Hence I am not inclined to accept Chiera's notion. Thus all that can be said in the light of this discussion is that the last word has not been written with respect to the interpretation of *ina baltu ù šalmu*.

Here is an example of this kind of grain loan from the time of King Ammiditana (1683-1647):

1 gur of grain—Šamaš measure—belonging to Šamaš, Mulu-Iškurra, son of Ilu-usati, has borrowed from Šamaš, his lord. *Ina baltu ù šalmu*, Šamaš, his lord, shall be paid back.

No witnesses. Date: 10th of Marchesvan, 35th year of the king's reign.³¹

I do not believe that the words "his lord" and the absence of witnesses necessarily mean that the borrower was an employee or devotee of the sun-god, and that this master-servant relation accounts for the gratuitous loan.³² To me it seems that the expression "his lord" was a stock term, having no significance whatsoever, but representing merely one of the external signs of the superior-inferior relationship of a god and a human being.

IV

Let us consider now the monetary loans of Ebabbara's shrine. Like the grain loans, the pecuniary contracts were all short-term unpledged loans; no security was given to the lord of justice by the borrowers.

488. The views of the dissenting Assyriologists are neatly summarized in Boyer's *Contribution à l'histoire juridique de la I^e dynastie babylonienne* (Paris, 1928), 50-52.

²⁹ *Ibid.*, H. E. 133.

³⁰ "Studies in Eastern Law," *AJSL*, XLVIII (April, 1932), 229.

³¹ KU, 187; Bruno Meissner, *Beitraege zum altbabylonischen Privatrecht* (Leipzig, 1893), No. 21.

³² As Oppert thought. *CRAI*, 4^e sér., XXIII (September, 1895), 383.

The following is an undated contract :

5 shekels of silver, Palisu borrowed from Šamaš, his lord. The silver and its interest, he shall pay back to Šamaš.

No witnesses.³³

The foregoing loan is of interest for a number of reasons. Although the words “his lord” appear in the contract, and although there were no witnesses, the borrower agreed to pay interest. Moreover, this contract, like the Babylonian *ina baltu u šalmu* texts, makes no provision for the exact date of repayment. Perhaps harvest time or the usual month for the liquidation of debts was understood. Furthermore, in this document the borrower was to pay the customary interest rate charged by the Šamaš temple; this was also the case in the following tablet from the reign of Abi-Ešuh (1711-1684) :

5½ shekels of silver Idin-Šamaš has borrowed from Šamaš. At harvest time he shall pay back to Šamaš the money and its interest.

2 witnesses. Date: 20th of Šebat [Jan.].³⁴

According to g's 90-1 of Hammurabi's Code, as translated by Father Scheil in 1916, the maximum yearly interest rate for monetary loans was 20 per cent.³⁵ This interest rate on money loans was maintained even in the neo-Babylonian era, in contrast with the higher legal interest rate applicable to grain loans.³⁶ But Bit-Uri had its own interest rate, which was so well known that no contract ever mentioned the precise percentage. Nevertheless, we have been able to ascertain this rate, thanks to a loan contract in which a Šamaš priestess (although still acting on her own initiative and in her own behalf) mentioned, besides the interest that she charged, that it was at the Šamaš rate.³⁷ The interest charge fixed in this text was about one sixteenth, or slightly more than 6 per cent per year of the capital that she lent,³⁸ instead of the usual one fifth or 20 per cent legal maximum per annum. Thus the interest rate of the sun-god of Sippar was about one third of the prevailing legal charge.

³³ KU, 169; Price, 255.

³⁴ KU, 162; Hermann Ranke, *Babylonian Legal and Business Documents* (Philadelphia, 1906), No. 9.

³⁵ RA, XIII, 1916, 49. See also Cuq, RA, 145; *Mém. AI*, 166, 190. This rate was 13½ per cent less than the maximum charged for grain loans. This discrepancy appears strange, but it should be remembered that during the time of Hammurabi the Chaldean region was more of a natural economy than a pecuniary one.

³⁶ Cuq, RA, 156.

³⁷ KU, 855.

³⁸ Cuq, RA, 146.

Now an interest levy smaller than the market rate was not unusual in sanctuary finance of ancient times. We know that the Greek temples of Apollo at Delos and Diana at Ephesus, as well as the Egyptian shrine of Zeus Capitolinus at Arsinoë, lent money at rates lower than the prevailing market rate.

There is reproduced below a contract from the era of Hammurabi :

. . . shekels of silver—at the Šamaš rate—Sin-eribam and Bititum . . . and Selibum, sons of Rakakum have borrowed from Šamaš and Aja under the supervision of Šamaš-muballit. At harvest time the payment-month [?] they are to pay [weigh out] the silver and its interest.

2 witnesses. Date: 2nd of Nisan [March], 15th year of the king's reign.³⁹

In this loan specimen a number of brothers obtained a joint loan from the Sipparite sanctuary of Šamaš and his consort, Aja. Šamaš-muballit, who is mentioned as the supervisor, acted as the agent of the sanctuary lenders.

Here is a tablet from the time of Samsuiluna (1749-1712) :

1 $\frac{1}{6}$ shekels of silver, Sin-bel-albini, the son of Lipi-[Ištar] has borrowed from Šamaš. At harvest time he shall pay back [weigh out] to Šamaš the silver.

1 witness. Date: 12th of Kislev [Nov.], 1st [?] year of the king's reign.⁴⁰

This was apparently a free loan. The borrower is also mentioned in the following document which is also from Samsuiluna's era :

1 $\frac{1}{2}$ shekels [and] 15 grains of silver—Šamaš weight—Sin-bel-ablini, the son of Lipit-Ištar, has borrowed from Šamaš. At the completion of the business trip he shall pay back [weigh out] to Šamaš the silver.

2 witnesses, one of whom was divine, viz., Sin. Date: 20th of Marchesvan, 5th year of the king's reign.⁴¹

No mention was made of a return of interest in this case either, which leads me to suppose that the borrower either must have been an especially favored person or in some manner connected with Ebabbara's fane to execute its trading operations in foreign centers.⁴² This document is also of interest for a Babylonian god was a witness, which was something unusual in the loan tablets of Bit-Uri.

³⁹ KU, 857; Price, 255.

⁴⁰ KU, 1,129.

⁴¹ KU, 1,130.

⁴² Cf. Cuq, *Mém. AI*, 260.

Sometimes the words "interest-free loan" were explicitly mentioned in a loan contract as was the case in a fragment from the Hammurabi era involving a loan of 10 shekels from Šamaš repayable at the sun-god's request.⁴³ Such noninterest-bearing temple loans were unique in the records of the Mesopotamian sanctuaries.

In some Babylonian interest-free contracts one sometimes finds a statement to the effect that if the principal of the loan was not returned at the date of maturity then interest was to accrue from that time on. I have not seen any such contract in which Šamaš of Sippar was the lender, but Pinches has published a temple loan of this character from the sanctuary of Ištar, the "Lady of Erech and Nana," of Erech.⁴⁴ In this document it was stipulated that if the capital sum was not returned at the appointed month, then the usual interest of 20 per cent a year (12 shekels per mina) was to be charged.

We also have a number of money-loan contracts containing the *ina baltu ù šalmu* clause.

Here is one from the reign of Samsuiluna :

. . . shekels of silver, purchase price for a field . . . , silver of Šamaš, Nur-kinim [?] -Šamaš has borrowed from Šamaš. *Ina baltu ù šalmu*, he shall repay Šamaš.

1 witness. Date : 20th of Tebet, 18th year of the king's rule.⁴⁵

Although this tablet was first published by Scheil to support his sickness theory, the purchase of a field by one of these supposedly sick borrowers does not appear to me to lend credence to his doctrine.

In the reign of Ammisaduga (1646-1626), Warad-Sin borrowed from the divinity $1\frac{1}{3}$ shekels of silver to be repaid *ina baltu ù šalmu*.⁴⁶ During the same king's period 2 (?) gur of grain and two thirds of a shekel of silver were to be returned to the treasure house of Šamaš by Warad-Nabium, *ina baltu ù šalmu*.⁴⁷

V

Another feature of the documents of Bit-Uri is seen in the following contract from the time of Rim-Sin :

⁴³ KU, 1,128.

⁴⁴ "Glimpses of Life in Erech," *The Expository Times*, XXV (June, 1914), 420-421. See also his "The Latest Discoveries in Babylonia," *Journal of the Transactions of the Victoria Institute*, XLVI, 1914, 178.

⁴⁵ KU, 1,540; Scheil, "Notules, XV," *RA*, 131-132.

⁴⁶ KU, 164; Meissner, *Beitrag zur altbabylonischen Privatrecht*, No. 9.

⁴⁷ KU, 189.

20 minae of silver, partnership capital, 6 minae of silver for free disposal [?], a total of 26 minae of silver, Zubapum and Sin-išmeanni have borrowed from Šamaš and Sin-išmeanni. At the completion of the business trip they shall pay back the silver and the profit accrued therefrom.

6 witnesses. Date: 14th [?] of Tishri [Sept.], 37th year of the king's reign.⁴⁸

In this loan transaction two individuals formed a partnership, the working funds of which were obtained from the sun-god. But these partners were in reality doing business on behalf of the lord of justice in some other city. In other words, a sort of *commenda* contract was brought into existence by this document. Sin-išmeanni, who was affiliated with the sun-god in this loan, was the same temple officer who was a party to the partnership created by Šamaš. In some instances, however, in which a human being was associated with the sun-god, some Assyriologists hold that the affiliated individual was not an official of Ebabbara's sanctuary, but a real partner of the divinity.⁴⁹ I should be reluctant to accept this conclusion.⁵⁰ Nevertheless, the following has been interpreted to be such a document. It comes from the reign of Hammurabi.

5 shekels of pure silver—at the Šamaš rate—Idin-Ramman, the son of Šamaš-mutabli, and his wife, Humtani, have borrowed from Šamaš and Idin-jatum. When they see the notice [?] on the [city ?] wall [or of that of the marketplace ?] they shall pay [weigh out] the silver and its interest to the bearer of the document.

3 witnesses. Date: month of Elul [Aug.-Sept.], 35th year of the king's rule.⁵¹

⁴⁸ KU, 1,551. Henry Fr. Lutz, "Babylonian Partnership," *The Journal of Economic and Business History*, IV (May, 1932), 562.

⁴⁹ I believe that Moses Schorr was the first Assyriologist to mention this partnership doctrine of a private individual with the sun-god. See his "Altbabylonische Rechtsurkunden aus der Zeit der I. babylonischen Dynastie," *Sitzungsberichte der Kais. Akademie der Wissenschaften in Wien. Philosophisch-Historische Klasse*, 1910, 165, 52-53, and his *UAZP*, 67, 88, 92.

⁵⁰ In Susa, the capital of the country of Elam, the god Šamaš was the principal banker. A number of these loan texts have been published by Father Scheil in the *Mémoires de la Mission Archéologique de Perse*, XXII (1930), XXIII (1932), XXVIII (1939). In Nos. 35 and 198 the god was unassociated with others in making the loan. In No. 22 the divinity was affiliated with one Gimil Lugal, and in No. 124 Šamaš-bani was mentioned together with the lord. In Nos. 179, 180, 182, 183, and 428 Tan-ili was connected with Šamaš. Warad Martu was associated with the sun-god in Nos. 271 and 273, but in No. 198 the same Warad Martu, instead of being affiliated with Šamaš, borrowed from him. Cuq holds that these associates of Šamaš of Susa were his temple administrators. "Les Actes Juridiques Susiens," *RA*, XXVIII, 1931, 64; "Le Droit Élamite d'Après les Actes Juridiques de Suse," *RA*, XXIX, 1932, 160.

⁵¹ KU, 919; Price, *AJSL*, 254-255; Preussner, *AJSL*, 92; Cuq, *RA*, XIII, 1916, 157.

This was a negotiable loan contract secured by a husband and wife from Šamaš and his partner, Idin-jatum. Instead of a fixed date of maturity, the payment of the loan, together with the customary interest rate charged by the Temple of Bit-Uri, was subject to call.

In another tablet, the Assyriologists hold that there was also an actual partnership between Šamaš and a certain Mannum-balum-Šamaš. In this document, Imgurum, the son of Ili-eribam, borrowed $3\frac{1}{4}$ shekels of pure silver from the partnership capital of the god and his associate.⁵²

May not these so-called partners of the divinity have been in reality depositors in the bank of the god? The main objection to this hypothesis is that, out of the 130,000 clay records that have been extracted from the lord of justice's chambers at Sippar⁵³ [by Hormuzd Rassam (1880-1882), the Arabs (1882-1893), and Father Scheil (1894)], not one of them has ever been edited relating to a contract of deposit in the sun-god's shrine. Approximately fifty-five years ago, however, the Revillout brothers published in cuneiform writing what they believed to be a lodging of money with an administrator of the Sipparite Ebabbara.⁵⁴ But the apparent inability of the Revillouts to translate the extant wedge-shaped characters of this fragmentary text seems to me to be proof of the problematical nature of their interpretation. Yet while we have no tangible evidence concerning the existence of bank deposits in the Temple of Bit-Uri, we have reason to believe that such a practice was customary in Mesopotamia. We may infer this fact from our documentary knowledge of temple deposits in the shrines of the other countries of antiquity.

VI

There is but one other subject that need concern us here; and that relates to the matter of a general cancellation of debts in the Babylonian world. In a recent article in the *Journal of Biblical Literature*,⁵⁵ J. B. Alexander sets forth the theory that there existed an institutional custom in Babylonia whereby the king proclaimed a general cancellation of exist-

⁵² KU, 920.

⁵³ E. A. W. Budge, *The Rise and Progress of Assyriology* (London, 1925), 134.

⁵⁴ "Les Dépôts et les Confiements en Droit Egyptien et en Droit Babylonien," *Proceedings of the Society of Biblical Archaeology (PSBA)*, IX (June 7, 1887), 271-272. Also to be found in their *Cinq Mémoires sur le Droit Egyptien et Babylonien* (London ?, 1887 ?), 5-6.

⁵⁵ "A Babylonian Year of Jubilee?" LVII (March, 1938).

ing debts,⁵⁶ presumably during times of depression.⁵⁷ Alexander bases his hypothesis on the date formulas appearing in a number of early contracts prior to the reign of Sabium, in which the tablets were drawn up "in such-and-such-a month after such-and-such-a king broke the tablets"; *i.e.*, ordered a wiping out of all indebtedness. Thus it appears that a general liquidation of debts via royal proclamation during a period of economic stress existed in the classical Mesopotamian era. But whether this complete dissolution of obligations also applied to the debts contracted by the borrowers from the shrine of Šamaš at Sippar is a question which in the light of our present information cannot be answered.

Brooklyn, New York

BENJAMIN BROMBERG

⁵⁶ *Ibid.*, 70.

⁵⁷ Alexander ignores this economic phenomenon, and rather believes the cancellation policy to have been issued every fixed number of years, in some such fashion as the Hebrew Jubilee Year. Cf. S. Langdon, "A Fragment of the Hammurabi Code," *PSBA*, XXXVI (March 11, 1914), 102, 104. See also C. J. Gadd, "Text of the 'Babylonian Seisachtheia,'" *Symbolae ad Iura Orientis Antiqui Pertinentes Paulo Koschaker* (Leiden, 1939).