

Yx17 – The Law Lie – 4 – Contracts

Believe it or not, there is some structure behind this series of posts dealing with “The Law Lie” (itself a part of “The God Lie”). In turn, the structure in these posts follows from the historical structure behind laws.

Thus, before any laws could be promulgated, opinions were required about ‘right’ and ‘wrong’ (i.e., about morality) and about justice; in addition, the laws of any society usually reflect its customs. Consequently, before addressing **the lie that laws are dictated by the gods**, it seemed necessary (or at least, useful) to expose: 1) **the lie that morality is defined by the gods**, 2) **the lie that justice is the jurisdiction of the gods**, and 3) **the lie that customs were created by the gods**. I therefore focused on those three lies in the previous three posts. In this post, as another preliminary before addressing the lie that laws are dictated by the gods, I want to expose aspects of the Law Lie incorporated in another historical precursor to a substantial body of law, namely, contracts.

Written records show that, for at least the past 5,000 years, contracts have incorporated additional facets of the Law Lie. A facet familiar in many cultures is **the lie that oaths are binding when sworn to the gods**. One example is the oath commonly sworn by Muslims: “**In the name of Allah, the merciful, and he is my witness that I promise this.**” Another example is the arguably¹ unconstitutional use by U.S. government officials of the phrase “**so help me God.**”

That second example is especially noteworthy, because swearing with the oath “**so help me God**” is probably promoted by the majority of Americans – who are also Christian – and yet, as given at *Matthew 5*, 33–37, Jesus allegedly prohibited such oaths:

Again, you have learned that our forefathers were told, “Do not break your oath” and “Oaths sworn to the Lord must be kept.” But what I tell you is this: You are not to swear at all... Plain ‘Yes’ or ‘No’ is all you need to say...

Another facet of the Law Lie occurs in Christian marriage-ceremony contracts, namely, the lie (from *Matthew 19*, 6):

¹ See, e.g., <http://www.sunnetworks.net/~ggarman/sohelpme.html>.

What God has joined together, let no man put asunder.

In reality [*“In truth, as God is my witness”* (!)], no god is involved in putting together any marriage! That is, in contrast to such lies (such nonsense!), since the knowledge that no god exists (or has ever existed) is even firmer than the knowledge that we humans exist,² it follows that no god has (or has ever had) anything to do with any oath or any contract.

When such mistakes first occurred (mistakes that are now lies promoted by conniving clerics of the world) is unknown. Even when humans first entered into contracts is unknown, but surely it was tens of thousands of years ago, e.g., when the first man and woman were married, when the first hunter agreed to share his kill with the craftsman who made arrows, or when the first two tribes agreed not to poach on the other tribe’s hunting area. In fact, even other animals (besides humans) seem to enter into contracts, e.g., herd animals such as elephants and dolphins apparently have “contractual relationships” to protect all young members of the herd, and pack animals such as dogs and wolves commonly enforce “territorial contracts”.

The principal definition for ‘contract’ in the Oxford American Dictionary is [a\[n\]... agreement... that is intended to be enforceable by law](#). “In the beginning”, however, the only laws available to enforce contracts were what-can-be-called natural laws, i.e., instinctive reactions of humans (and other animals) when they find themselves in undesirable situations, namely, fighting, fleeing, or fencing-off. As examples: 1) if disagreements among human tribes arose about rights to a certain territory, then similar to other pack animals, fights might ensue (i.e., reliance on enforcement of the law of the jungle, “might makes right”), 2) if women and children were threatened, then, similar to other herd animals, members of a human tribe might flee from the intruders, and 3) if a member of a tribe violated a marriage agreement, then the tribe might exile the violator (fencing him or her off from future interactions with the tribe). It therefore seems highly probable that people entered into contracts long before Ezra & Co-Conspirators (Ezra & C-C) put together (“redacted”) the first five books (the *Pentateuch*) of the Old Testament (OT, about 2,400 years ago), long before the first laws were written (about 4,000 years ago), and even long before writing was invented (about 5,000 years ago).

² I develop this concept at <http://zenofzero.net/docs/1iIndoctrinationinIgnorance.pdf>.

In all early societies, no doubt disputes arose over details of many contracts. Thus, someone may have agreed to trade ten sheep for an ox, but when the time for the trade arrived, disputes could arise, for example, about the age of the sheep or the health of the ox. In many cases, such disputes were probably adjudicated by the tribe's leader or "council of elders", with the judgment relying on reports of witnesses to the contract. With the invention of writing, contracts could be "spelled out", certified by the parties involved and by witnesses, and the written record could be used both to decrease the number and intensity of disputes that would need to be adjudicated and to permit more rapid resolution of any disputes that were brought before "the court". Below, I'll show examples of ancient contracts that scholars have posted on the internet.

SOME CONTRACTS IN ANCIENT EGYPT

The earliest contracts that I found on the internet were from ancient Egypt and were apparently assembled by William A. Ward of the Department of Egyptology at Brown University as part of his 1995 "NEH Lecture".³ The first document Ward lists, dated to be from about 2600 BC, is the *Will of Prince Nikaure, son of King Khafre*. In part it states the following, with "[...]" representing missing text, "(text)" and "[text]" representing text added by someone else, and I've added a few notes in "curly brackets" {such as these}:

Year of the 12th Counting of [all] large and small animals [of Upper and Lower Egypt] {i.e., similar to Wills written today, this one starts by specifying the date}.

Prince Nikaure [.....] makes [this deposition], he being alive on his feet and not being sick {a statement similar to the familiar preamble in Wills today: "being of sound mind and body"}.

{The Will now starts listing the desired disposition of his assets.} Given to the King's Acquaintance (his wife) Kaen-nebty: in the [.....] Nome (the estate named) 'Khafre [.....].'

His son, the King's Acquaintance Nikaure {It's not clear to me if the expression "the King's Acquaintance" was similar to the modern phraseology "citizen of..." or if the King (or Pharaoh) really knew these people – but then, Nikaure was a prince}: in the Northern Nome (the estate named) "Khafre [.....]."

³ At <http://www.stoa.org/diotima/essays/wardlect.shtml>.

His daughter, the King's Acquaintance Hetepheres: in the Eastern Nome (the estate named) "Khafre [.....]" and in the Northeast Nome (the estate named) "Khafre [.....]."
 {This prince certainly had a lot of "estates"!}

[His daughter], the King's Acquaintance Kaen-nebty the Younger: in the [.....] Nome, (the estate named) "Great is the Power of Khafre," and in the Dolphin Nome, (the estate named) "Khafre [.....]."

His beloved wife, the King's Acquaintance Kaen-nebty {I wonder why this item wasn't listed earlier, as another item left to his wife}: in the Viper Nome, (the estate named) "Khafre is Goodly," and in the Pomegranate-tree Nome, (the estate named) "Khafre [.....]."

The tomb for his daughter in the pyramid-cemetery of (King) Khafre.

I trust that the reader is impressed with the above document, not only because it's more than 4,500 years old (!), i.e., more than 2,000 years older than the *Pentateuch*, but because it gives important glimpses of ancient Egyptian society. Thus, it shows not only that "marriage contracts" existed and were honored but also that property was owned (at least by this prince), that it could be disposed through inheritances, and that wives and daughters (as well as sons) could inherit property. In fact, according to Ward, the oldest known biography (dating from ~2700 BCE and found in the tomb of an Egyptian fellow by the name of Metchen) mentions land that he inherited not from his father but from his mother.

From the same source, a second document (from ~1900 BCE) shows the Will of two brothers. The information that I've added in "curly brackets" is from the same source (i.e., Ward). By way of introduction, he notes:

There are two documents recorded on this papyrus. The first is a copy made from the original in an official archive. This is the Will of the older of two brothers who has given his property to his younger brother. The copy was necessary to validate the provisions of the second document, the Will of the younger brother, who wishes to pass on the family property to his wife. Note that both brothers have the same given name, though are identified by nicknames so that no confusion would arise in the disposition of the property.

First Will

Copy of the Will made by the Trustworthy Sealer of the Controller of Works
 Ankh-renef.

Year 44, Month 2 of the Summer Season, day 13.

Will made by the Trustworthy Sealer of the Controller of Works Ihy-seneb, nick-named Ankh-renef, son of Shepsut {Ward adds: “His mother. Egyptian men were as-often-as-not identified as the sons of their mother rather than as the sons of their father.”}...

All my possessions in field and town shall belong to my brother, the Priest in Charge of the Duty-shifts (of priests) of (the god) Sopdu, Lord of the East, Ihy-seneb, nick-named Wah, son of Shepsut. All my dependents shall belong to my brother...

It's not clear if this older brother was married or had any children; by “dependents” he may have meant his slaves, who are mentioned in the Second Will, the Will of the younger brother Wah, made five years later and copied below.

Second Will

Year 2, Month 2 of the Inundation Season, day 18.

Will made by the Priest in Charge of the Duty-shifts (of priests) of (the god) Sopdu, Lord of the East, Wah. {Ward adds: “Priests served in regular 8-hour shifts throughout the 24-hour day. This was to maintain the continuous cycle of ritual as well as astronomical observations during the night hours.”}

I am making a will for my wife, a lady of the town of Gesiabet, Sheftu, nick-named Teti, daughter of Sit-Sopdu {her mother; i.e., daughters were also identified by naming their mother} concerning all the property that my brother Ankh-renef, the Trustworthy Sealer of the Controller of Works, gave to me along with all the goods belonging to his estate that he gave to me. She may give these things as she pleases to any children of mine she may bear. {It's therefore clear that women in ancient Egypt were much more liberated than they were in ancient Israel and Judea and than they are in “modern” Muslim nations.}

I also give to her the four Canaanites that my brother Ankh-renef, the Trustworthy Sealer of Works, gave to me. She may give (them) as she please to her children. {I assume that these ‘Canaanites’ were the ‘dependents’ mentioned in the Will of his brother, Ankh-renef. These Canaanites might be called ‘slaves’ (just as the Hebrews, who allegedly migrated from Canaan to Egypt at about this time, called themselves ‘slaves’), but consistent with material in the OT, Ward adds the note: “The ‘four Canaanites’ are family dependents. It was customary in Egyptian Wills to care for such retainers (Ward uses the word ‘retainers’ rather than ‘slaves’) and make sure they would remain employed by the family in the future. Many Canaanites and other foreigners migrated to Egypt in search of employment and a better life. Due to the fluid social strata in Egypt, many were able to rise far above the rank of household servants into the professions, high government office, etc.” (I don't know what evidence Ward has to support that statement, besides the OT.)}

As for my tomb, I shall be buried in it with my wife without anyone interfering therewith. As for the house that my brother Ankh-renef, the Trustworthy Sealer, built for me, my wife shall live therein and shall not be evicted from it by anyone. {That is, as Ward notes: “Sheftu not only receives the security of a home, her ownership of which cannot be contested, but is also assured a proper burial in her husband’s tomb. The latter provision is the duty of the children.”} The Deputy Gebu shall act as the guardian for my son.

If you aren’t impressed by the above two documents, then I’d encourage you to read them again – and again! – and then, think about them! Through 4,000 years (four thousand years!!) of fog and murky mist of history (with stories of religions and wars that have been confused, obscured, camouflaged, and polluted by the smoke and mirrors of politicians and priests) these two Wills, like two brilliant lasers, reveal some truth: someone leaves his property and his household dependents to his brother, and that brother leaves his estate to his wife, with provisions for his children. They’re simple, honest, clear statements of life as it really was ~4,000 years ago in ancient Egypt – at least for those Egyptians wealthy enough to be concerned about writing Wills.

The above Wills also show the importance of written “contracts”. In contrast, a third document given by Ward and copied below, shows a dispute that arose from inadequacies of oral contracts. Unfortunately, Ward doesn’t give an estimate of the date of this document. In his notes, though, he does add the following information.

This dispute was presented to an oracle; oracles were just as legally binding as cases heard in a regular law court. The oracle in question is that of the deified king Amenhotep I who, with his mother, became the patron saints of the village of Deir el-Medineh where a very active cult was maintained on their behalf.

Given that Amenhotep I ruled from about 1526 to 1506 BCE, this dispute therefore occurred after 1500 BCE. The (confusing!) document follows:

Help me, my lord! My mother has caused quarreling with my brothers, saying: “I gave you two shares of copper,” though it was really my father who gave me a copper bowl, a copper razor, and two copper jars. It was the Scribe Pentaweret who gave them to me. But she has taken them and bought a mirror. May my (lord) establish a price in deben for them. My father also gave me 5 sacks of emmer and 2 sacks of barley. They belong to my husband for a period of 7 years, but he has only received 4 sacks. “There is one man and one woman; take 2 shares.” Thus my mother said to me.

Ward adds notes trying to infer what was going on, but if you read the notes, I expect you'll continue to be confused – and already, that's the main point I wanted to make: here was a case where confusion (and a family quarrel) arose, because no written contract was prepared and witnessed.

In contrast, Ward's next document shows a firm contract between a bridegroom and his father-in-law:

Year 23, Month 1 of the Planting Season, day 5.

This day, Telmontu {the father-in-law} declared to the Chief Workman Khonsu and the Scribe Amon-nakht, son of Ipuï {i.e., two "officials"}: "Cause Nakhemmut {the bridegroom} to swear an Oath of the Lord to the effect that he will not depart from my daughter."

The Oath of the Lord which he {the bridegroom} swore: "As Amon lives, as the Ruler lives, if I should turn away to leave the daughter of Telmontu {the father-in-law} at any time, I will receive a hundred blows and be deprived of all profits that I have made with her..."

Ward adds the note:

The prospective bridegroom here renounces all claim to any community property he and his wife may gain during the coming marriage should he leave his wife. In case of a divorce, the wife is thus better off than under normal circumstances where community property is divided. This is a unique case in the known legal literature, but may represent a common practice.

And I would ask the reader to notice that the bridegroom swore his oath to the god, Amon.

I'll skip showing Ward's example of a woman charging her husband with abuse (that is, she was struggling against the law of the jungle that her husband's might made him right!), but I'd call the reader's attention to two features of this case. One is that the abused wife apparently relates to "the court" that her husband broke his previous oath:

And he swore (an Oath of the Lord) saying: "As Amon endures, as (the Ruler) endures..."

That is, apparently oaths sworn to the gods were no more binding 4,000 years ago than they are now!

Second, consider Ward's note associated with this document, because it provides information about how the courts of Ancient Egypt functioned:

There was no professional judiciary in Egypt. All tribunals, from the Vizier's court down to the local village courts, were made up of ordinary citizens who functioned as judges, jury, and attorneys for both defendant and plaintiff. The members of the tribunal are named... in all court proceedings as those responsible for hearing the case and passing judgment. "Judges" were appointed on an *ad hoc* basis for each individual trial, or, as in the case of village courts, for a full day during which several cases were heard.

I'll similarly skip over Ward's other examples, but I'd like to quote two sentences from his Document IX, dealing with the *Will of Amonkhau in Favor of His Second Wife*. In his "presentation" to the court, Amonkhau states:

For Pharaoh has said: "Each one should do as he wishes with his property."

Amonkhau also states:

... but Pharaoh has said: "Give the dowry of each woman to her."

From these two statements it seems clear that the Pharaoh has "proclaimed" various "laws of the land" – although, on the internet, I didn't find an extensive list of what these laws were. Providing a little more information, Ward adds the note:

A woman's inheritance was at least her dowry plus one-third of the community property gained during the marriage; this also applied in case of divorce. In the present case, the law seems to be that community property acquired during the second marriage should be inherited by the second wife and not by the first wife or her children.

Such evidence suggests to me that later developments of contracts (and laws and judicial proceedings) by the ancient Greeks and Hebrews were more primitive (by one or two thousand years!) than those of the ancient Egyptians.

SOME CONTRACTS IN ANCIENT MESOPOTAMIA

Mesopotamians seemed to be as advanced as (or even more advanced than) were the Egyptians. Thus, marriage “contracts” were certainly already common in Sumer when they invented writing. For example, as I showed in an earlier post, *The Instructions to Ziusudra from his father Curuppag, son of Ubara-Tutu* (first written before 2600 BCE) contains the advice:

You should not play around with a married [underlining added] young woman: the slander could be serious. My son, you should not sit alone in a chamber with a married woman.

A host of additional Mesopotamian contracts from the same time period and later has been assembled on the internet by Paul Halsall, History Department, Fordham University.⁴ In turn, Halsall identifies his source for these documents as the article by George Aaron Barton entitled “Contracts” published in *Assyrian and Babylonian Literature: Selected Transactions, With a Critical Introduction by Robert Francis Harper* (New York, D. Appleton & Company, 1904), pp. 256-276.

Halsall has arranged the various contracts that have been found (on clay tablets) into eleven categories, only some of which I’ll illustrate immediately below (because some of the illustrations he gives are not so ancient). In what follows, I’ll quote both the translations from the original tablets along with some of Halsall’s comments (in color, and in which I’ve changed BC to BCE). In a few cases, I’ve added to the original contracts some notes in brackets [...]; notes in parentheses (...) are either Halsall’s or Barton’s. When reading what follows, I hope the reader will pause to consider that, in contrast to fake contracts (summarized later in this post) incorporated into the *Pentateuch* by Ezra & C-C, what follows are “the real McCoy”: real contracts dealings with real problems between and among real people.

I. Sales and Purchases

1. *Contract for the Sale of a Slave, Reign of Rim-Sin, c. 2300 BCE.*

In this transaction the sellers simply guarantee to make no further claim upon the slave...

Sini-Ishtar has bought a slave, Ea-tappi by name, from Ilu-elatti, and Akhia, his son, and has paid ten shekels of Silver, the price agreed. Ilu-elatti, and Akhia, his

⁴ See <http://www.fordham.edu/halsall/ancient/mesopotamia-contracts.html>.

son, will not set up a future claim on the slave. In the presence of Ilu-iqisha, son of Likua; in the presence of Ilu-iqisha, son of Immeru; in the presence of Likulubishtum, son of Appa, the scribe, who sealed it with the seal of the witnesses. The tenth of Kisilimu, the year when Rim-Sin, the king, overcame the hostile enemies.

2. *Contract for the Sale of Real Estate, Sumer, c. 2000 BCE.*

This is a transaction from the last days of Sumerian history. It exhibits a form of transfer and title which has a flavor of modern business...

Sini-Ishtar, the son of Ilu-eribu, and Apil-Ili, his brother, have bought one third Shar of land with a house constructed, next the house of Sini-Ishtar, and next the house of Minani; one third Shar of arable land next the house of Sini-Ishtar, which fronts on the street; the property of Minani, the son of Migrat-Sin, from Minani, the son of Migrat-Sin. They have paid four and a half shekels of silver, the price agreed. Never shall further claim be made, on account of the house of Minani. By their king they swore. [Notice that, for this contract, the parties didn't swear an oath to some god but to "their king".] (The names of fourteen witnesses and a scribe then follow.) Month Tebet, year of the great wall of Karra-Shamash.

II. Rentals

Contract for Rent[ing] a House, One Year Term, c. 2000 BCE.

This is the simplest form of rental, and comes from early Babylonian times.

AKHIBTE has taken the house of Mashqu from Mashqu, the owner, on a lease for one year. He will pay one shekel of silver, the rent of one year. On the fifth of Tammuz he takes possession. (Then follow the names of four witnesses.) Dated the fifth of Tammuz, the year of the wall of Kar-Shamash.

III. Labor Contracts

Contract for Hire of Laborer, Reign of Shamshu-Iluna, c. 2200 BCE.

This is a contract from the reign of Shamshu-iluna of the Akkadian dynasty, c. 2200 BCE. It is [one] of many of like character.

MAR-SIPPAR has hired for one year Marduk-nasir, son of Alabbana, from Munapirtu, his mother. He will pay, as wages for one year, two and a half shekels of silver. She has received one half shekel of silver, one se (1/180th of a shekel), out of a year's wages.

IV. Co-Partnerships

Contract for Partners to Borrow Money against Harvest, c. 2000 BCE.

The two farmers who borrow the money on their crop are partners.

SIN-KALAMA-IDI, son of Ulamasha, and Apil-ilu-shu, Son of Khayamdidu, have borrowed from Arad-Sin sixteen shekels of money for the garnering of the harvest. On the festival of Ab they will pay the wheat. (Names of three witnesses and a scribe follow, and the tablet is dated in the year of a certain flood. It is not stated in the reign of what king it was written, but it clearly is from either the dynasty of Ur III or that of Akkad.)...

VIII. Marriage

Contract for Marriage, Reign of Shamshu-ilu-na, c. 2200 BCE...

The bride was a slave, and gained her freedom by marriage, and hence the penalty imposed upon her in case she divorced her husband is greater than that imposed on him in case he divorced her.

RIMUM, son of Shamkhatum, has taken as a wife and spouse Bashtum, the daughter of Belizunu, the priestess (?) of Shamash, daughter of Uzibitum. Her bridal present shall be... shekels of money. When she receives it she shall be free. If Bashtum to Rimum, her husband shall say, "You are not my husband," [i.e., if she divorces him] they shall strangle her and cast her into the river. If Rimum to Bashtum, his wife, shall say, "You are not my wife," he shall pay ten shekels of money as her alimony. They swore by [the gods] Shamash, Marduk, their king Shamshu-ilu-na, and Sippar [There was a city, Sippar (now Tell Abu Habbah, Iraq); did they swear also on the city?]....

X. Adoption

Contract for Adoption, c. 2000 BCE.

ARAD-ISKHARA, son of Ibni-Shamash, has adopted Ibni-Shamash. On the day when Arad-Iskhara to Ibni-Shamash, his father, shall say, "You are not my father," he shall bind him with a chain and sell him for money. When Ibni-Shamash to Arad-Iskhara, his son, shall say, "You are not my son," he shall depart from house and household goods; but a son shall he remain and inherit with his sons.

Next, consider some examples of Mesopotamian contracts during the time period when the Hebrews were in Babylon and the *Pentateuch* was being "redacted" by Ezra & C-C. These examples are from the same source and I'll use the same format as for the examples given above.

I. Sales and Purchases

Contract for the Sale of a Slave, 8th year of Nebuchadnezzar II, 597 BCE.

This tablet affords a good example of the sale of a slave. In this case the persons who sell guarantee that the slave will neither become insubordinate, nor prove to be subject to any governmental claims, nor prove to have been emancipated by adoption. The word rendered "emancipation" means literally "adoption," but adoption by a freeman was an early form of emancipation...

* Go to other chapters via

SHAMASH-UBALLIT and Ubartum, children of Zakir, the son of Pashi-ummani, of their free-will have delivered Nanakirat and her unsveaned son, their slave, for nineteen shekels of money, for the price agreed, unto Kaçir and Nadin-Marduk, sons of Iqisha-aplu, son of Nur-Sin. Shamash-uballit and Ubartum guarantee against insubordination, the claim of the royal service, and emancipation. Witnesses: Na'id-Marduk, son of Nabu-nacir, son of Dabibi; Bel-shum-ishkun, son of Marduk-zir-epish, son of Irani; Nabu-ushallim, son of Bel-akhi-iddin, son of Bel-apal-uçur. In the dwelling of Damqa, their mother. And the scribe, Nur-Ea, son of Ina-Isaggil-ziri, son of Nur-Sin. Babylon, twenty-first of Kisilimu, eighth year of Nebuchadnezzar, King of Babylon.

Contract for the Sale of a Standing Crop, 7th year of Cyrus, 532 BCE.

This contract belongs to a class intermediate between rental and the sale of land. Instead of either, the standing crop is sold.

From a cultivated field which is situated on the alley of Li'u-Bel, Itti-Marduk-balatu, the son of Nabu-akhi-iddin, the son of Egibi, has made a purchase from Tashmitum-damqat, daughter of Shuzubu, son of Shigua, and Nadin-aplu, the son of Rimut, son of Epish-Ilu. Itti-Marduk-balatu has counted the money, the price of the crop of that field for the seventh year of Cyrus, King of Babylon, king of countries, into the hands of Tashmitum-damqat and Nadin-aplu. (The names of two witnesses and a scribe then follow) Babylon, Ululu thirteenth, the seventh year of Cyrus.

Contract for the Sale of Dates, 32nd year of Darius, 490 BCE.

Shibtu, the place of this transaction, was a suburb of Babylon. This shows how women, especially of the lower rank, carried on business for themselves. The father of Aqubatum, as his name, Aradya ("my slave") shows, had been a slave.

One talent one qa of dates from the woman Nukaibu daughter of Tabnisha, and the woman Khamaza, daughter of _____, to the woman Aqubatum, daughter of Aradya. In the month Siman they will deliver one talent one qa of dates. Scribe, Shamash-zir-epish, son of Shamash-malku. Shibtu, Adar the sixth, thirty-second year of Darius, King of Babylon and countries.

Contract for the Sale of Wheat, 35th year of Darius, 487 BCE.

This tablet is a good illustration of the simple transactions in foodstuffs, of which we have many... The farmers usually contracted as in this document the sale of their produce far in advance of the harvest. In this instance the sale was made six months before the grain would be ripe and could be delivered.

Six talents of wheat from Shamash-malku, son of Nabu-napshat-su-ziz, to Shamash-iddin, son of Rimut. In the month Siman, wheat, six talents in full, he will deliver in Shibtu, at the house of Shamash-iddin. Witnesses: Shamash-iddin, son of Nabu-usur-napishti; Abu-nu-emuq, son of Sin-akhi-iddin; Sharru-Bel, son

of Sin-iddin; Aban-nimiqu-rukus, son of Malula. Scribe, Aradya, son of Epish-zir. Shibtu, eleventh of Kislimu, thirty-fifth year of Darius king of countries.

II. Rentals

Contract for Rent & Repair of a House, One Year Term, 35th year of Darius, 487 BCE.

This contract is most interesting. Iskhuya, apparently a tenant of Shamash-iddin, undertakes to repair the house in which he is living. In addition to the rent for the year he is to receive fifteen shekels in money, in two payments, at the beginning and the completion of the work. The last payment is to be made on the day of Bel, which seems to be identical with the first of Tebet, a week later than the contract was made. In case the repairs were not then completed, Iskhuya was to forfeit four shekels. Such business methods are not, therefore, altogether modern.

In addition to the rent of the house of Shamash-iddin, son of Rimut, for this year, fifteen shekels of money in cash (shall go) to Iskhuya, son of Shaqa-Bel, son of the priest of Agish. Because of the payment he shall repair the weakness (of the house), he shall close up the crack of the wall. He shall pay a part of the money at the beginning, a part of the money at the completion. He shall pay it on the day of Bel, the day of wailing and weeping. In case the house is unfinished by Iskhuya after the first day of Tebet, Shamash-iddin shall receive four shekels of money in cash into his possession at the hands of Iskhuya. (The names of three witnesses and a scribe then follow.) Dated at Shibtu, the twenty-first of Kislimu, the thirty-fifth year of Darius.

III. Labor Contracts

Contract for Production of a Coat of Mail, 34th year of Darius, 488 BCE.

This tablet is dated in the thirty-fourth year of Darius I (488 BCE) and was regarded as an important transaction, since it is signed by four witnesses and a scribe.

One coat of mail, insignum of power which will protect, is to be made by the woman Mupagalagitum, daughter of Qarikhiya, for Shamash-iddin, son of Rimut. She will deliver in the month Shebat one coat of mail, which is to be made and which will protect.

Contract of Warranty for Setting of a Gold Ring, 35th year of Artaxerxes, 429 BCE.

The transaction needs no comment. The wealthy representative of the house of Murashu obtained from the firm of jewelers which sold him the ring a guarantee that the setting would last for twenty years; if it does not, they are to forfeit ten manas.

Bel-akha-iddin and Bel-shunu, sons of Bel-_____ and Khatin, son of Bazuzu, spoke unto Bel-shum-iddin, son of Murashu, saying: “As to the ring in which an emerald has been set in gold, we guarantee that for twenty years the emerald will not fall from the gold ring. If the emerald falls from the gold ring before the

expiration of twenty years, Bel-akha-iddin, Bel-shunu (and) Khatin will pay to Bel-shum-iddin ten manas of silver.” (The names of seven witnesses and a scribe are appended. The date is) Nippur, Elul eighth, the thirty-fifth year of Artaxerxes.

IV. Co-Partnerships

Contract for a Partnership, 36th year of Nebuchadnezzar II, 568 BCE.

Nabu-akhi-iddin was an investor – a member of the great Egibi family. He contributed four manas of capital to this enterprise, while Bel-shunu, who was to carry on the business, contributed one half mana and seven shekels, whatever property he might have, and his time. His expenses in the conduct of the business up to four shekels may be paid from the common funds.

Two manas of money belonging to Nabu-akhi-iddin, son of Shula, son of Egibi, and one half mana seven shekels of money belonging to Bel-shunu, son of Bel-akhi-iddin, Son of Sin-emuq, they have put into a co-partnership with one another. Whatever remains to Bel-shunu in town or country over and above, becomes their common property. Whatever Bel-shunu spends for expenses in excess of four shekels of money shall be considered extravagant. (The contract is witnessed by three men and a scribe, and is dated at) Babylon, first of Ab, in the thirty-sixth year of Nebuchadnezzar.

V. Loans and Mortgages

Contract for Loan of Money, 40th year of Nabopolassar, 611 BCE.

This is a mortgage on real estate in security for a loan. The interest was at the rate of eleven and one-third per cent.

ONE mana of money, a sum belonging to Iqisha-Marduk, son of Kalab-Sin, (is loaned) unto Nabu-etir, son of _____, son of _____. Yearly the amount of the mana shall increase its sum by seven shekels of money. His field near the gate of Bel is Iqisha-Marduk’s pledge. (This document bears the name of four witnesses, and is dated) at Babylon, Tammuz twenty-seventh, in the fourteenth year of Nabopolassar, (the father of Nebuchadnezzar).

Contract for Loan of Money, Sixth year of Nebuchadnezzar II, 598 BCE.

The rate of interest in this case was thirteen and one-third per cent.

One mana of money, a sum belonging to Dan-Marduk, son of Apla, son of the Dagger-wearer [That’s quite a name!], (is loaned) unto Kudurru, son of Iqisha-apla, son of Egibi. Yearly the amount of the mana shall increase its sum by eight shekels of money. Whatever he has in city or country, as much as it may be, is pledged to Dan-Marduk. (The date is) Babylon, Adar fourth, in Nebuchadnezzar’s sixth year.

Contract for Loan of Money, 5th year of Nabonidus, 550 BCE.

This loan was made Aru third, in the fifth year of Nabonidus. No security was given the creditor, but he received an interest of twenty per cent. [Wow! Either inflation was rampant or the guy was a loan shark!]

One and a half manas of money belonging to Iddin-Marduk, son of Iqisha-apla, son of Nur-Sin, (is loaned) unto Ben-Hadad-natan, son of Addiya and Bunanit, his wife. Monthly the amount of a mana shall increase its sum by a shekel of money. From the first of the month Siman, of the fifth year of Nabonidus, King of Babylon, they shall pay the sum on the money. The call shall be made for the interest money at the house which belongs to Iba. Monthly shall the sum be paid.

VI. Bankruptcy

Contract for Purchase of Mortgage, 2nd year of Evil-Merodach, 560 BCE.

[This contract] exhibits how in a case of bankruptcy the interests of the creditor were conserved in the sale of the mortgaged property. It also proves that in Babylonian law the value of the estate was not in such cases sacrificed to the creditor, but that the debtor could obtain the equity in his property which actually belonged to him.

Two thirds of a mana of money, a loan from Bel-zir-epish, son of Shapik-zir, son of the smith, to Nabu-apla-iddin, son of Balatu, son of the _____, a loan upon the Gin (of land) which was delivered unto the creditor, and (on) the house of Nabu-apla-iddin, (which) Nergal-sharra-usur, son of Bel-shum-ishkun, has bought for money. One-third mana of money for the payment wherewith the creditor to be paid Marduk-apla-iddin, son of Bel-zir-epish, son of the smith, has received as agent for Nergal-sharra-usur, from Nabu-akhi-iddin, son of Shula, son of Egibi. The receipt for two-thirds manas (which) Bel-zir-epish (loaned) to Nabu-apla-iddin, Marduk-apla-usur, his son gave to Nergal-sharra-usur. Until Marduk-apla-usur unto the scribes of the king shall speak and shall receive the seal of possession, Nabu-akhi-iddin, son of Nabu-shum-iddin, son of Bel-shuktanu, shall hold the certificate of the receipt of the two-thirds manas of money. (This instrument is dated) Babylon, Nisan twenty-sixth, of the second year of Evil-Merodach.

VII. Power of Attorney

Contract for Power of Attorney, 12th year of Artaxerxes, 452 BCE.

...It appears that the two brothers mentioned in [this contract] wished to make provision for a slave of one of them, who was perhaps being cared for at the Temple of Sharru. One man, perhaps their tenant, was empowered to pay to another the rent of a house of theirs; he in turn was to take it to the temple and see that certain men receive it.

Eighteen shekels of money, rent belonging to Arad-Anu-ilu-la-ilu-ipur and Shapi, sons of Arad-belanu, of _____. From the month Tebet, of the twelfth year of Artaxerxes, Bel-akhi-iddin, son of Bel-abu-akhi, shall receive eighteen shekels of money from the empowered attorney, Imsa-sharru-arda, son of Bel-iddin, on

behalf of Arad-Anu-ilu-la-ilu-ipur and Shapi. He shall enter in the Temple of Sharru, into the little temple, the shrine, and shall deposit in the treasury the money, and the singer and the scribe shall receive it for the exalted divinity [and what the “exalted divinity” didn’t want, the clerics would, no doubt, put to “good” use!] from the hand of Bel-akhi-iddin, son of Bel-abu-akhi, on behalf of Khuru, the slave of Arad-Anu-ilu-la-ilu-ipur, and Sharru-shu, son of Dan-ila.

VIII. Marriage

Contract for Marriage, 13th year of Nebuchadnezzar II, 591 BCE.

This contract is dated at Babylon, in the thirteenth year of the Biblical Nebuchadnezzar, and is an example of marriage by purchase – a form of marriage which had practically fallen into disuse at this time [to be resurrected ~1200 years later in Islam!].

Dagil-ili, son of Zambubu, spoke to Khamma, daughter of Nergal-iddin, son of Babutu, saying: “Give me Latubashinni your daughter; let her be my wife.” Khamma heard, and gave him Latubashinni, her daughter, as a wife; and Dagil-ili, of his own free-will, gave Ana-eli-Bel-amur, a slave, which he had bought for half a mana of money, and half a mana therewith to Khamma instead of Latubashinni, her daughter. On the day that Dagil-ili another wife shall take, Dagil-ili shall give one mana of money unto Latubashinni, and she shall return to her place – her former one. (Done) at the dwelling of Shum-iddin, son of Ishi-etir, son of Sindamaqu.

IX. Divorce

Contract for Divorce, 3rd year of Nabonidus, 552 BCE.

NA’ID-MARDUK, son of Shamash-balatsu-iqbi, will give, of his own free-will, to Ramua, his wife, and Arad-Bunini, his son, per day four qa of food, three qa of drink; per year fifteen manas of goods, one pi sesame, one pi salt, which is at the store-house. Na’id-Marduk will not increase it. In case she flees to Nergal [i.e., if she dies], the flight shall not annul it. (Done) at the office of Mushezib-Marduk, priest of Sippar.

X. Adoption

Contract for Adoption, 9th year of Nabonidus, 544 BCE.

This document illustrates not only the method of adoption, but the way in which that process might be made impossible by the will of an ancestor in cases involving property.

Bel-kagir, son of Nadinu, son of Sagillai, spoke thus to Nadinu, his father, son of Ziri-ya, son of Sagillai: “To Bit-turni you did send me and I took Zunna as my wife and she has not borne me son or daughter. Bel-ukin, son of Zunna, my wife, whom she bore to her former husband, Niqudu, son of Nur-Sin, let me adopt and let him be my son; on a tablet record his sonship, and seal and bequeath to him

our revenues and property, as much as there is, and let him be the son taken by our hands.” Nadinu was not pleased with the word Bel-kagir, his son, spoke to him. Nadinu had written on a tablet, “For the future any other one is not to take their revenues and property”, and had bound the hands of Bel-kagir, and had published in the midst, saying: “On the day when Nadinu goes to his fate, after him, if a son shall be born from the loins of Bel-kagir, his son shall inherit the revenues and properties of Nadinu, his father; if a son is not born from the loins of Bel-kagir, Bel-kagir shall adopt his brother and fellow heir and shall bequeath his revenues and the properties of Nadinu his father to him. Bel-kagir may not adopt another one, but shall take his brother and fellow-heir unto sonship on account of the revenues and properties which Nadinu has bequeathed.” (From this point the tablet is too broken for translation until we reach the witnesses. It was dated) at Babylon in the ninth year of Nabonidus.

XI. Inheritance

Contract for Division of an Estate, 3rd year of Cyrus, 535 BCE.

A good example of a will has already been given above. It appears there that wills like that of Nadinu [immediately above] would stand in spite of the wishes of some of the heirs. We may here illustrate the division of estates among the heirs. This instrument was executed at Borsippa in the third year of Cyrus.

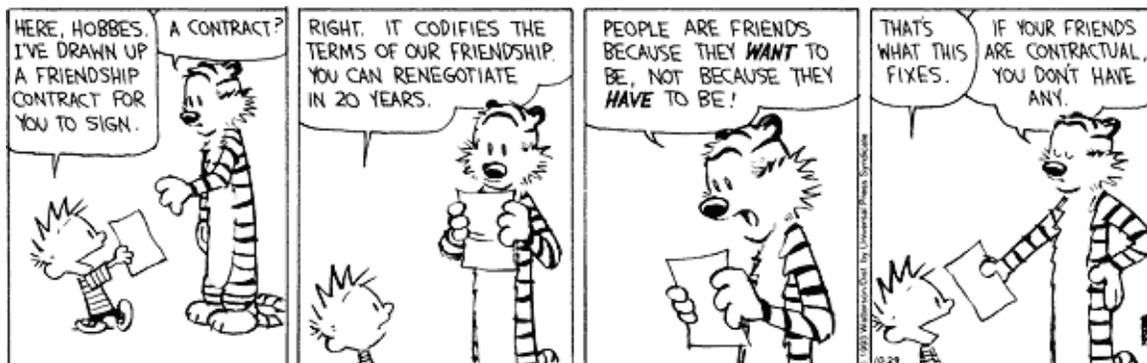
TABLET concerning the division into gin of an estate the dowry of Banat-Esaggil, their mother, which Marduk-iddin-akhi, son of Nabu-bel-shinati, son of Nur-Papsukal, divided and of which he gave to Tukultum-Marduk, son of Nabu-bel-shinati, son of Nur-Papsukal, his brother, his portion. Thirty-three and two-thirds cubits, the upper long side on the north, twenty cubits bordering on the street of _____, the side of the house of Ina-qibi-Bel, son of Balatu, son of the Rab-Uru, and the side of the house of Nabu-uballit, son of Kabtiya, son of Nabu-shimi; thirty-three cubits and eight hands, the lower long side on the south, by the side of the house of Marduk-iddin-akhi, son of Nabu-bel-shinati, son of Nur-Papsukal; thirteen cubits eight-hands, the upper short side on the west, bordering on the street Katnu-agu, thirteen cubits eight hands, the lower short side on the east, eight cubits eight hands (being on) an alley which is eight fingers wide, on the side of the streets; Katnu-la-acu; the sum is eight and two thirds gin, the measurement of the estate, the portion of Tukultum-Marduk, together with two gin, the difference _____ which the chief justice, the shukkaltum and the judges have written upon the tablet and have granted to Tukultum-Marduk, son of Nabu-bel-shanati, son of Nur-Papsukal, from Marduk-iddin-akhi, son of Nabu-bel-shanati, his brother. Marduk-iddin-akhi has thus given it to Tukultum-Marduk. An exit, an inalienable privilege which belongs to the share of Tukultum-Marduk, Marduk-iddin-akhi, son of Nabu-bel-shanati, son of Nur-Papsukal, will not remove from Tukultum-Marduk, his brother. Their suit with one another concerning their estate is ended. They will not move against one another on the basis of the suit about the estate. In order that neither may undertake it they have issued duplicate (tablets).

It's interesting (at least to me) that, in contrast to the quoted contracts from ancient Egypt, essentially all of the above Mesopotamian contracts didn't invoke any gods. But as the following (and my final) example shows, the ancient Arabs (similar to the ancient Egyptians) did invoke their gods to "witness" their contracts – at least, for the case shown, pledging friendship. This example is described in *The History*,⁵ which was written in 440 BCE by "the world's first historian", Herodotus:

The Arabs keep such pledges more religiously than almost any other people. They plight faith with the forms following. When two men would swear a friendship, they stand on each side of a third: he with a sharp stone makes a cut on the inside of the hand of each near the middle finger, and, taking a piece from their dress, dips it in the blood of each, and moistens therewith seven stones lying in the midst, calling the while on [the gods] Bacchus and Urania. After this, the man who makes the pledge commends the stranger (or the citizen, if citizen he be) to all his friends, and they deem themselves bound to stand to the engagement. They have but these two gods, to wit, Bacchus and Urania... Bacchus they call in their language Orotal, and Urania, Alilat.

This pledge of friendship is similar to the "blood-brother pledge" of Native Americans – although the method used by the ancient Arabs was obviously more sanitary!

In fact, Herodotus's above description of the pledge of friendship among ancient Arabs brings to mind a Calvin & Hobbes comic strip by a genius of our time, Bill Watterson. The strip is shown below; all figures in this post are © Bill Watterson and can't be used for commercial purposes without approval from Universal Press Syndicate.



⁵ Available at <http://classics.mit.edu/Herodotus/history.html>.

It might be of interest if some information was added about the two gods on whose names the ancient Arabs swore their oaths of friendship, since Herodotus wrote his book approximately 1,000 years before Muhammad declared “**There is only one god but Allah.**” As seen in the above quotation from Herodotus, the two gods were Orotal (whom he considered to be the same as the Greek god Bacchus or Dionysus) and Alilat (or Allāt, al-Lāt, or al-’llāhat, whom he considered to be similar to the Greek goddess Urania or Aphrodite). Aremen Rizal adds:⁶

In pre-Islam era, Allah is the name of the highest deity of Mecca people. He is the protector god of Mecca and was worshipped along with his daughters (female deities) Allat, Al-Uzza, and Manat. Herodotus, the Greek historian from about 450 BCE, tells us that the North Arabians had a god and goddess named Orotal and Alilat. Orotal is simply a corruption of Allah, or Allah Ta’al, Allah The Most High.

Wikipedia gives the following translation for a relevant sentence in Herodotus’s Histories (III: 38):⁷

They [the ancient Arabs] believe in no other gods except Dionysus and the heavenly Aphrodite; and they say that they wear their hair as Dionysus does his, cutting it round the head and shaving the temples. They call Dionysus, Orotal; and Aphrodite, Alilat.

More than a thousand years later, as part of his Islamic revolution in the 7th Century CE, Muhammad elevated Allah to the position of sole, creator god, and simultaneously, he “dethroned”, “disrobed”, and discarded all goddesses, such as the pre-Islamic Allah’s three daughters al-’Uzzá, Manāt, and al-Lāt (or Alilat or Aphrodite).

The Hebrews had a similar “heave-ho”. During the 7th Century BCE (as described in the OT at *2 Kings 23*), the misogynist Jewish clerics discredited, abused, and discarded Yahweh’s female companion i.e., the goddess Asherah. Archeological evidence to support that statement is given by William Dever in a question and answer session associated with the PBS-NOVA TV program “The Bible’s Buried Secrets”:⁸

Q: Are there any images of Asherah?

⁶ At <http://www.matsati.com/islamic-diety.html>.

⁷ At <http://en.wikipedia.org/wiki/Allāt>.

⁸ At <http://www.pbs.org/wgbh/nova/bible/dever.html>.

Dever: For a hundred years now we have known of little terracotta female figurines. They show a nude female; the sexual organs are not represented but the breasts are. They are found in tombs, they are found in households, they are found everywhere. There are thousands of them. They date all the way from the 10th Century to the early 6th Century. They have long been connected with one goddess or another, but many scholars are still hesitant to come to a conclusion. I think they are representations of Asherah, so I call them Asherah figurines.

Q: There aren't such representations of Yahweh, are there?

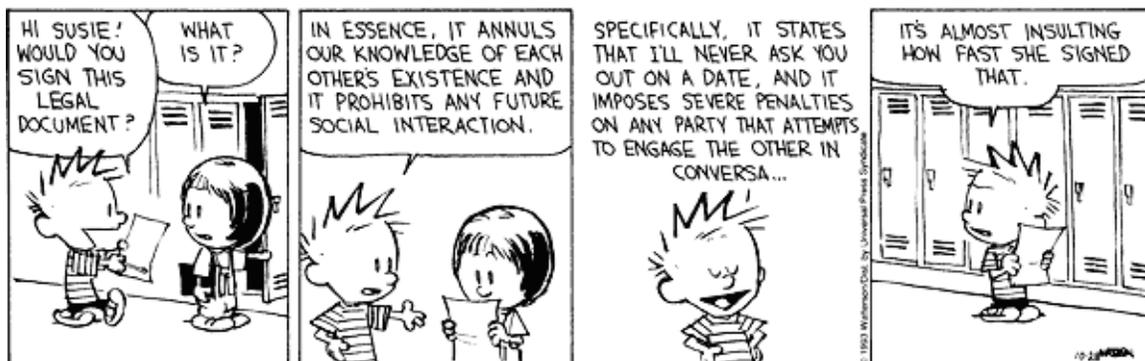
Dever: No. Now, why is it that you could model the female deity but not the male deity? Well, I think the First and Second Commandments by now were taken pretty seriously. You just don't portray Yahweh, the male deity, but the Mother Goddess is okay. But his consort is probably a lesser deity.

We found molds for making Asherah figurines, mass-producing them, in village shrines. So, probably almost everybody had one of these figurines, and they surely have something to do with fertility. They were no doubt used to pray for conceiving a child and bearing the child safely and nursing it. It's interesting to me that the Israelite and Judean ones are rather more modest than the Canaanite ones, which are right in your face. The Israelite and Judean ones mostly show a nursing mother.

Q: This has been something of a lightning rod, has it not?

Dever: This is awkward for some people, the notion that Israelite religion was not exclusively monotheistic. But we know now that it wasn't. Monotheism was a late development. Not until the Babylonian Exile and beyond does Israelite and Judean religion – Judaism – become monotheistic.

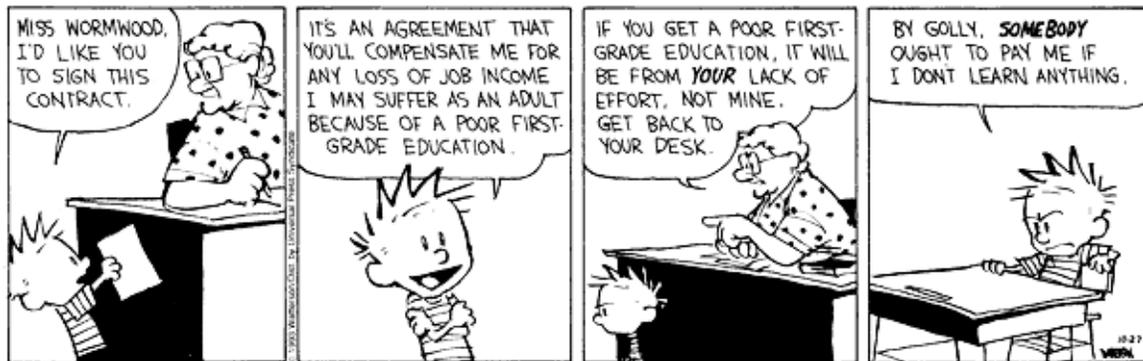
All of which brings to mind another of Bill Watterson's creations:



And actually, the more Calvin & Hobbes strips I review, the more they seem to illustrate the *Pentateuch*!

To see what I mean, consider this. Apparently the Hebrews exiled in Babylon found themselves living in a culture inundated by contracts (as illustrated earlier in this post). As a result, Ezra & C-C apparently became so enamored by contracts that they decided to concoct a “holy book” (the *Pentateuch*) that spelled out contracts (or “covenants”) between them and their god! To see links with Calvin & Hobbs cartoons, consider the following illustrations.

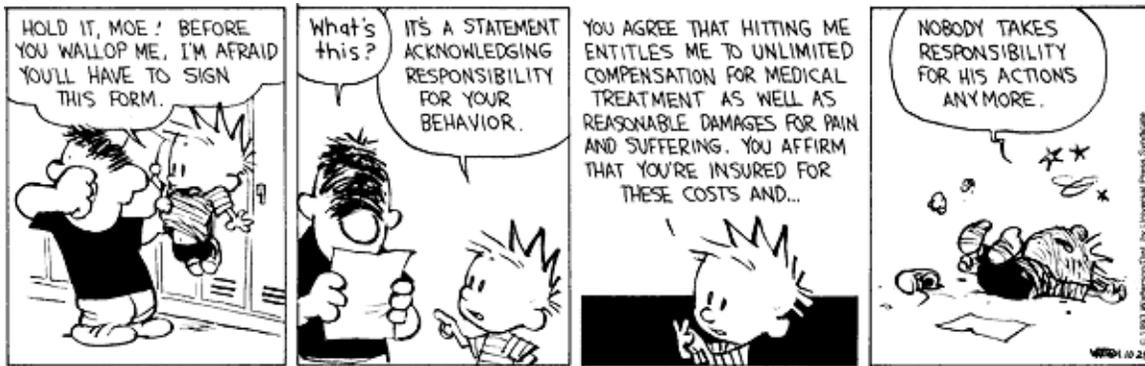
1. In the Adam & Eve story of *Genesis 2 & 3*, the authors have the tyrant-teacher (Yahweh) order the kids (Adam & Eve) not to eat from the tree of the knowledge of good and evil – thereby preventing them from learning that it was “good” to obey his orders! Subsequently, a more honest teacher (a talking snake) told the kids the truth, that Yahweh had lied when he said (*Genesis 2, 16*): “**You may eat from every tree in the garden, but not from the tree of the knowledge of good and evil; for on the day that you eat from it, you will certainly die.**” The following Calvin & Hobbs version is somewhat restricted – but then, in contrast to the creators of the Bible, it was a part of Watterson’s brilliance to keep his cartoons realistic, not resorting to silly stunts such as talking snakes.



2. In the Bible’s version of the flood story (plagiarized from earlier Mesopotamian myths), the bully Yahweh hideously kills essentially everyone. Upon realizing that he had made major mistakes (i.e., that he had “sinned”, big time), Yahweh then enters into a contract with the patriarch survivor (Noah, or in earlier versions of the myth, Ubar-Tutu, Ziusudra, Curuppag, Atrahasis, or Utanapishtam). Specifically, Yahweh promises (*Genesis 9*): “**never again will all living things be wiped out by the waters of a flood**” – provided:

- 1) That people “**not eat meat with its life** (that is, meat with blood in it)” [but, but... all meat has blood in it!] and
- 2) That people not “**shed human blood**” [apparently, then, people who participate in wars are risking the destruction of us all!].

To remind himself that he entered into this contract (or “**covenant**”), the bully Yahweh (who apparently has a failing memory) stated (*Genesis 9, 14*): “**Whenever I bring clouds over the earth and the rainbow appears in the clouds, then I will remember my covenant with you and with all living creatures of all kinds.**” I think Watterson captured the essence of this biblical nonsense with the following:



3. Then, there’s Ezra & C-C’s concocted “**covenant**” (a fancy synonym for ‘contract’) between Abraham and the giant father-in-the-sky, Yahweh, namely (*Genesis 17, 4*): “**You [Abraham] will be the father of a multitude of nations.**” To seal this contract, the giant father-in-the-sky added (*Genesis 17, 10*): “**This is my requirement that you and your descendants after you must keep: every male among you must be circumcised.**” In my view, Watterson summarized such stupidity beautifully:



4. And to top it off, there’s Ezra & C-C’s fictitious contract between the tyrant Yahweh and the fictitious group of 600,000 Hebrews (males, alone) who allegedly were led out from Egypt by the fictional character Moses. Specifically, at *Exodus 15, 26*, Yahweh allegedly states: **“If only you will obey the Lord your God, if you will do what is right in his eyes, if you will listen to his commands and keep all his statutes, then I will never bring upon you any of the sufferings which I brought on the Egyptians...”** But (so the clerical story goes) the Israelites didn’t keep their part of the bargain (witness the golden calf episode) – which I think Watterson illustrated clearly:



Of course, though, it wasn’t just Jewish clerics who concocted such silly contracts with some giant Jabberwock in the sky. For example, when considering the following Watterson creation, think of the con game run by Christian clerics:



Eventually, the Arabs caught on and Muslim clerics got their con game up and running, too:

* Go to other chapters via



It's enough to make a person question the existence of any god – especially since any god idea just doesn't make sense:



But then, an amazing number of people can apparently rationalize their way to accept almost any wild idea – if they're given sufficient incentive:



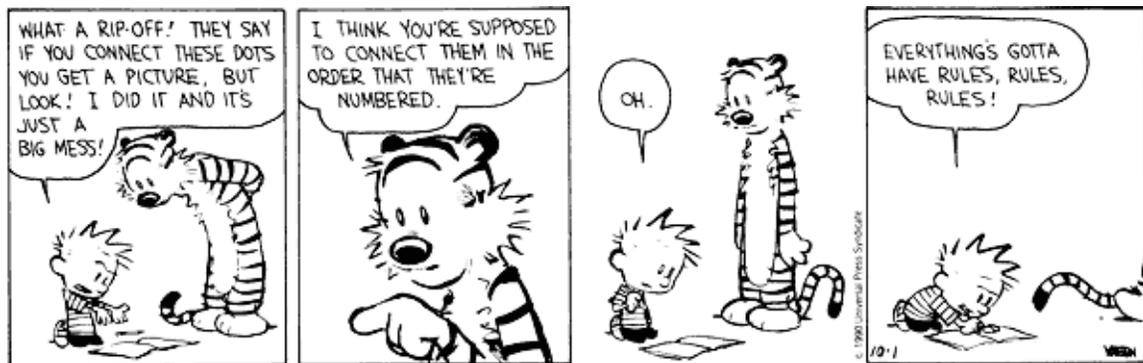
A slight problem can arise, however: even if you're willing to ignore the lack of evidence, ignore reason, and worship some god, which one to chose?



I mean, think about it:



But let's face it: some people apparently prefer to live by rules and contracts set by others – although, Calvin apparently wasn't one of them:



But meanwhile, it's not as if we didn't have enough to worry about, without attempting to live according to rules and regulations concocted by clerical con artists and without worrying about the existence of silly, clerically-concocted contracts with their fictitious gods:



I'M YET ANOTHER RESOURCE-CONSUMING KID IN AN OVERPOPULATED PLANET, RAISED TO AN ALARMING EXTENT BY MADISON AVENUE AND HOLLYWOOD, POISED WITH MY CYNICAL AND ALIENATED PEERS TO TAKE OVER THE WORLD WHEN YOU'RE OLD AND WEAK!

