CHAPTER TWO
TERMS OF SATISFACTION IN CONVEYANCE

I. The Texts

A. The Term .tb lbby in Litigation-mrḥq 1)

1) AP 20 (420 B.C.)

Menāhem and Ananiah, sons of Meshullam, sued Yedoniah and Mahseiah, sons of Ashōr and Miḇṭaḥjah, concerning goods which had been deposited—either as a pledge or as a loan—with Ashōr by Shelomem, their grandfather. The plaintiffs declared that the goods were not returned. The defendants then satisfied the hearts of the plaintiffs with/ concerning the goods. The plaintiffs thereupon relinquished all further claims to the goods.

(8) . . . wnt ydnyh wnhsyh bny 'shwr hwṭbmn lbbn b’lk nksy' (9) wtyb lbbn bgw mn [ywtn] znh 'd 'lm 'nh mnhm w’nnyh ṛḥqn 'nhnh mnk (10) mn ywtn znh 'd 'lm [l''] nkhl 'nhnh wbnyn . . . (11) . . . b ykhlaw yrśw[nk]m . . . dyn ṡddb

(8) . . . “And you Yedoniah and Mahseiah, sons of Ashōr, have satisfied our hearts with/concerning) these goods (9) and our heart is satisfied therewith from this [day] forever. 2) I, Menāhem and Ananiah—we are

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1) The term hwṭb/mṭb lbby is not used in the transfer-mrḥq deed; cf. above, p. 25.

2) The position of the clause “from this day forever” is subject to some disagreement. Cowley divided the clauses in the following manner: “From this day forever, I, Menāhem and Ananiah—we renounce all claim on you. (10) From this day forever, we shall have no power . . . to bring against you . . . suit or process.” This division does not seem correct since, as far as I can tell, this clause does not introduce the main constitutive verbs and clauses but rather follows them: (10) . . . ṣbn ṣḥbmn (11) lh ṣḥbmn mnmn ywtn znh w’d 'lmn “We have sold and transferred (it) (11) to you and have removed ourselves from it (i.e., the house) from this day and forever.” (BP 3; so Kraeling). Or, (8) . . . brty slyh bh mn ywtn znh 'snḥ ḫ’d 'lm (8) “My daughter owns it from this day forever” (BP 10). I therefore prefer to read in AP 20, “My heart is satisfied from this (this !) day forever; I Menāhem and Ananiah—we renounce all claim (we are removed) from you (10) from this day forever. We will not be able, etc.”

If this reading is correct, the terms ṭyb lbby, ṭqt and the transfer/investiture clause all employ the phrase “from this day forever” in exactly the same way; the three terms all describe legal states which begin “from this day” and continue “forever.” E.g., “My heart is satisfied/I remove myself/You are (now) owner—from this day forever.” Thus, the “satisfaction” of the seller’s heart, like his relinquishment, is not a feeling of the moment but a state of mind which is to continue for all times; if the seller is not satisfied in the future, the transaction is not final. Cf. the discussion below.

The following should also be noted: the exact semantic parallel of the Aramaic clause has not yet been located. However, the two elements (a) “from this day” and (b) “forever” are found in the Ras Shamra Akkadian (a) īštu āmī annī and (b)
'removed' from you (10-11) from this day forever. We are not able nor are our children... able to institute 2) against you... formal process.'" 3)

_ana dāriti_ (cf. _PRU_ III, 16.353 and _passim_; see also Yaron's comments in "Aramaic Marriage Contracts from Elephantine," _JSS_, 3 (1958), p. 30). Even though the individual Akkadian and Aramaic terms are virtually identical, each tradition combines these elements into different syntactical structures: the Aramaic combines the two terms into one organic unit "from this day and forever" while the Akkadian does not. For a discussion of nonlegal Ugaritic and Biblical examples of the organic usage of "from this day and forever," cf. S. Loewenstamm, "Notes on the Alalah Tablets," _IEJ_, 6 (1956), p. 222. To this list should be added _PRU_ IV 17.353: 4 _ištu_ _ūmī_ annī ina _arkī_ _ūmī_. For the possible relationship between this clause and contemporary Egyptian deeds, cf. Alt, _Kleine Schriften_, III, pp. 155 ff. Finally, it should be noted that the sale of land _ana dāritim_ "for all times" was quite common in Susa. Cf. _MDP_ XXIV 349: 9; _ibid._ 351: 7 and _passim_.*

1) The meaning of the term _riqt_ "I have removed myself" will be discussed below. In brief, the term expresses any relinquishment of rights by a former right-holder or any cessation of claims by a litigant.

2) The terms _grh_ and _ršh_ are virtual synonyms in the Aramaic documents. Furthermore, they are the cognates of the Akkadian _gerū_ and _raṣšū_ (cf. _AP_, p. xxix). Even though the roots _grh_ and _ršh_ may well belong to the indigenous lexical stock of Aramaic (so Kutscher, _New Aramaic Texts_, p. 238), nevertheless, their terminological use within stereotyped legal clauses is probably based on cuneiform models. Although the OB _raṣšū_ is etymologically identical with the Aramaic _ršh_, the two terms differ in respect to their specific syntactical usage: the Aramaic _ršh_ (and its synonym _grh_) both take a double object (_l_ ṣ_grnh_ _ršnh_ _dytn_ _wdbb_ "I will not institute a formal suit against you"); the Akkadian term—at least in its OB usage—does not take an object (cf. _Schlussklauseln_, p. 44, n. 8). However, the Aramaic usage does have definite cuneiform prototypes: the OB deeds from Alalah contain a clause which anticipates most of the lexical and syntactical features of the Aramaic. _AT_ 11: 25 ff. reads: _ša_ ú- _ra-am_ še- _ra-_a[m] (26) _aš-[šum_ _aš_ ]Na-aš-tar-bi_[27] (27) _a-na_ Ya-ri-im-li-im _di-nam_ i- _gi_ _-ir_ - _ru_ _i_ "Whoever in the future (= Aramaic _mhr_ ṣ _w_ _ymm_ _hmr_ "tomorrow or other day") shall sue Yarim-Lim in a suit concerning the city of Naṣṭarbi" Both the Aramaic _grh_ and the Akkadian _gerū_ take personal indirect objects (Aramaic: _l_ ṣ _grnh_ "I will not sue you"; Akkadian: _ana_ Yarim-Lim... _igerrū_ "shall sue Yarim-Lim") and impersonal direct objects (Aramaic: _l_ ṣ _grnh_ _dytn_ _wdbb_ "I shall not institute against you a formal process"; Akkadian _dinam_ _igerrū_ "[whoever] institute a process"). There is one other point of correspondence between the Akkadian and the Aramaic. Kutscher (_New Aramaic Texts_, p. 242) had noted the equivalence of Aramaic _bšm_ with Akkadian _aššum_, both with the meaning "concerning." Kutscher's theoretical equation is now confirmed by a comparison of the Akkadian _aššum_ Naṣṭarbi "concerning Naṣṭarbi" with _AP_ 20: 12 _b_[šm] _nšn_ _wirq_ "(No one shall institute a formal process) concerning in the matter of goods and money." Cf. also _AP_ 8: 12; 13: 9; 14: 8.

In the Aramaic usage, the direct object is _dytn_ _wdbb_, while the Akkadian usage only contains the first element—_dinam_. However, this particular aspect of the Aramaic usage is already anticipated by the NA phrase: _ša_ _elānim_ _dēnu_ _dabābū_ _ittī_ _PN_ _igarrūnī_ _iqabbānī_ _kasptu_ _lā_ _gammur_ _bitu_ _kīrū_ _lā_ _āpīl_ "Whoever rises up (seeking) to institute a formal suit against _PN_ saying: 'The money was not paid completely; the house and the garden were not paid for' " (_ARU_ 163 and _passim_). The Aramaic _l_ ṣ _grnh_ _dytn_ _wdbb_ thus equals NA _ša_... _dēnu_ _dabābū_ _ittī_ _PN_ _igarrūnī_. The only difference between the two clauses is that the Aramaic is subjectively formulated, while the Akkadian is objectively formulated.  

3) _dytn_ _wdbb_: lit. "suit and process." The expression is a hendiadys and is therefore...