CHAPTER TWO

THE ACKNOWLEDGMENT OF RECEIPT CLAUSE

The primary legal function of a deed of sale is to protect the interests of the purchaser, and each section of the deed contributes to this goal in different ways. The operative section does so by acknowledging that the purchaser has satisfactorily performed his obligations according to the terms that had been agreed upon. This acknowledgment comes at the end of the operative section in a clause that will be referred to here as the “acknowledgment of receipt” clause. The two-fold purpose of this clause is to acknowledge that (1) the seller has received the price in full and that (2) the purchaser is quit from all his obligations. Because the seller is the one relinquishing property, he is the ceder-of-right and, therefore, the one who must be satisfied in order for the transaction to be successfully completed. Thus, one could more broadly say that the acknowledgment of receipt signals the successful completion of the transaction. As I will discuss in this chapter, however, some formularies signal this completion through other types of clauses. These clauses as a whole form a larger category known as “completion clauses,” of which the acknowledgment of receipt clause is a part. Furthermore, in some formularies, the two functions of the acknowledgment of receipt clause are actually executed with multiple clauses, as we shall see below. This raises questions about the nature of the transaction itself, specifically, how to identify the point at which the transfer of ownership occurred. Did receipt of the sale price effect transfer of ownership or was this merely one step of many within the transaction as a whole? The answer varies throughout the history of the cuneiform and Aramaic legal traditions, as does the formulation of the acknowledgment of receipt itself. In
this chapter, I shall consider the development of this formulation and what it can tell us about the nature of the act of conveyance.

Cuneiform Background

Much of the particular terminology used to express receipt and quittance in Aramaic deeds of sale has clear parallels in the cuneiform record. These parallels suggest either a direct appropriation of this terminology from cuneiform traditions by Aramaic scribes or a common source that influenced both. The diversity of this terminology in Aramaic demonstrates both the multiple layers within the Aramaic tradition itself and the multiple points of contact Aramaic scribes had with cuneiform traditions at various times in history. To understand the origins of this terminology, it would be best to begin with a historical survey of the cuneiform background. How did cuneiform deeds of sale record receipt of the sale price and the purchaser’s subsequent quittance?

To establish the proper context, we must first begin with some general comments about the operative section as a whole. The operative section in cuneiform deeds of sale usually includes two types of information: (1) the identification of the property and of the parties to the transaction, and (2) the delivery of the sale price. These two categories of information are generally incorporated into the statement of sale clause and the payment clause, respectively. Up through the Ur III period, deeds of sale tended to include one or the other clause, but not both. P. Steinkeller refers to such deeds as having a one-part operative section and to those that included both clauses as having a two-part operative section. The contents of the

1 I refer to the “statement of sale” clause here, as opposed to the “declaration of sale” clause, to convey the difference between objectively and subjectively formulated operative sections. In Aramaic conveyances, the operative section is usually formulated subjectively (i.e., as a declaration by the alienor), while in cuneiform deeds of sale, it is usually formulated objectively (i.e., as a statement by a third party).

2 1989:22–29. Both F. R. Kraus (1951:104) and K. Veenhof (1972:367–68) have argued that the documents with one-part operative sections actually represented two separate types of documents. According to their view, it was common practice up until the Ur III period for each sales transaction to produce two separate documents, one to record the transfer of the property and a second to serve as a receipt (or “Preisquittung”) indicating that the purchaser had fully performed his obligation. Steinkeller, however, dismisses their view, arguing that there is no evidence for this