Do not strike hands in pledge: comparative perspectives on surety for debt in Proverbs.

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Calvin Theological Seminary

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“DO NOT STRIKE HANDS IN PLEDGE”:

COMPARATIVE PERSPECTIVES ON SURETY FOR DEBT IN PROVERBS

A thesis submitted to the faculty of Calvin Theological Seminary
in fulfillment of the degree of Master of Theology

Department of Old Testament

By Doren G. Snoek
May 2015
THESIS APPROVAL

This thesis entitled

"Do Not Strike Hands in Pledge: Comparative Perspectives on Surety for Debt in Proverbs"

written by

DOREN SNOEK

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the requirements for the degree of

Master of Theology

and successfully defended on May 13, 2015

has been accepted by the faculty of Calvin Theological Seminary

upon the recommendation of the following readers:

Professor Sarah Schreiber, Supervisor

Professor Arie C. Leder

Th. M. Adviser

August 28, 2015

Date
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<tbody>
<tr>
<td>AB</td>
<td>Anchor Bible</td>
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<tr>
<td>AbB</td>
<td><em>Altbabylonische Briefe in Umschrift und Übersetzung</em></td>
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<td>ACCS</td>
<td>Ancient Christian Commentary on Scripture</td>
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<td>AfO</td>
<td><em>Archiv für Orientforschung</em></td>
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<td>AKT</td>
<td>Ankara Kültepe Tableteri</td>
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<td>AJSL</td>
<td><em>American Journal of Semitic Languages and Literatures</em></td>
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<td>ANESSupp</td>
<td>Ancient Near Eastern Studies Supplement</td>
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<td>AO</td>
<td>Museum Sigla, Louvre</td>
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<td>AOAT</td>
<td>Alter Orient Und Altes Testament</td>
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<td>ARM</td>
<td>Archives Royales de Mari</td>
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<td>BAP</td>
<td><em>Beiträge zum altbabylonischen Privatrecht</em></td>
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<td>BIN</td>
<td>Babylonian Inscriptions in the Collection of James B. Nies</td>
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<td>CAD</td>
<td><em>The Assyrian Dictionary of the Oriental Institute of the University of Chicago</em></td>
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<td>EL</td>
<td><em>Die altassyrischen Rechtsurkunden vom Kültepe</em></td>
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<td>HdO</td>
<td>Handbuch der Orientalistik</td>
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<tr>
<td>IBC</td>
<td>Interpretation: A Bible Commentary for Teaching and Preaching</td>
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<td>ICK</td>
<td>Inscriptions cunéiformes du Kultépé</td>
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<td>Journal of the American Oriental Society</td>
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<td>JSOTSsup</td>
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<tr>
<td>KJV</td>
<td>King James Version</td>
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<td>KTU</td>
<td>Die keilalphabetischen Texte aus Ugarit</td>
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<td>New English Translation</td>
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<td>NRSV</td>
<td>New Revised Standard Version</td>
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<td>OLA</td>
<td>Orientalia Lovaniensia Analect</td>
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<td>OTL</td>
<td>Old Testament Library</td>
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<tr>
<td>PBS</td>
<td>University of Pennsylvania, Publications of the Babylonian Section</td>
</tr>
<tr>
<td>PNx</td>
<td>Person x, y, etc.</td>
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<tr>
<td>RA</td>
<td>Revue d’assyriologie et d’archéologie orientale</td>
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SANTAG  Arbeiten und Untersuchungen zur Keilschriftkunde
SBAW  Sitzungsberichte der bayerischen Akademie der Wissenschaften
SBLDS  Society of Biblical Literature Dissertation Series
TC  Tablettes Cappadociennes
TCL  Textes cuneiforms. Musée du Louvre
TDOT  *Theological Dictionary of the Old Testament*
UET  Ur Excavations: Texts
VAS  Vorderasiatische Schriftdenkmaler
VTSup  Supplements to Vetus Testamentum
WAW  Writings from the Ancient World
WBC  Word Biblical Commentary
YOS  Yale Oriental Series, Texts
ZA  *Zeitschrift für Assyriologie*
ABSTRACT

Six proverbs on surety for debt present unique difficulties for interpreters of the Hebrew Bible. Because surety for debt is only occasionally mentioned, the inner-biblical data is hard-pressed to resolve the many differences of opinion. There is a large body of primary texts from the ancient Near East that indicates that surety was a widespread practice in a vast historical period. There is also a large body of secondary literature focused on these texts. The primary and secondary literature is sufficiently robust as to warrant a closer look from biblical scholars.

This thesis argues that the extra-biblical texts elucidate the proverbs and presents a methodological framework by which the two sets of evidence may be compared. The bodies of evidence are large and similar enough to warrant a contextual method that assumes a common historical background. Both the proverbs and the ancient Near Eastern texts reflect legal relationships between parties. The extra-biblical texts are analyzed for the legal relationships that they reflect and the results of this analysis are used to elucidate the proverbs. Additionally, these texts are analyzed for the ways in which they may reflect symbolic ceremonial acts. The proverbs had not been analyzed in this manner, so similar categories are applied to the proverbs.

The comparative evidence presented supports the conclusion that commentators have made some unwarranted claims about the proverbs—specifically, about the way in which they reflect the enactment of surety relationships, their function, and their historical development. The evidence also supports one position on the relationship of the parties named in the proverbs. One new suggestion is made regarding the way in which the surety relationships reflected in Proverbs were likely to have functioned.
INTRODUCTION

At the very heart of Proverbs is wisdom: what does it mean to act wisely before and towards God and one’s neighbors? Proverbs eloquently and persuasively informs the reader about wisdom in various affairs ranging from behavior in light of God’s omniscience to work ethic. Among these subjects is security for debt; in particular, the folly of securing the debt of a third party (giving surety). Proverbs has six sayings on this subject (Prov 6:1-5; 11:17; 17:18; 20:16 // 27:13; and 22:26-27). Collectively, they are the richest biblical source on surety for debt, although the subject occasionally comes up in other prose and poetic texts.

There are a handful of difficulties in the exegesis of these proverbs. For example, commentators disagree on the basic structure of the surety arrangement, suggesting different identities for characters named in the texts (especially Prov 6:1-5) as well as widely varied relationships between those characters. Of course, how one identifies the characters mentioned in the wisdom sayings may dramatically change their meaning. In the case of Prov 6:1-5, the addressee receives dramatically different advice depending upon how one identifies the characters. The debate about the identity of persons in Proverbs 6:1-5 is complicated, and we will review it in the first chapter. This thesis will conclude that evidence from the ancient Near East weighs in favor of one of the scholarly positions on how we ought to identify these characters.

Another difficulty in the exegesis of the surety proverbs is our rather opaque understanding of the obligations the third party (the surety) has to both the lender and
borrower; the proverbs themselves do not make entirely clear the responsibilities of the surety and the consequences that they would bear in the event of a default.¹ Our study will argue for a slightly more nuanced understanding of the surety’s responsibilities to the lender.

A third difficulty in the exegesis of the surety proverbs is the hang-up over how the surety agreements were enacted. While the proverbs themselves are not very interested in this question, commentators make it an issue by making claims about how the addressee of the wisdom sayings might become entangled in such an agreement. Much of the secondary literature suggests some type of gestural enactment of the surety arrangement, but we will present evidence that such a claim is unwarranted.

The essential claim of this thesis is that ancient Near Eastern texts elucidate these proverbs. This happens in three ways. First, the extra-biblical texts help to settle the disagreement that we mentioned above about the identity of persons by giving us extra evidence about similar arrangements. Second, the evidence from these texts disallows some interpretive positions from consideration. Finally, the evidence suggests one new interpretive possibility for the surety proverbs.

There are many ancient texts of different genres—court records, loan documents, and private correspondence—that can give us information about surety in the ancient Near East. Scholars have examined these extra-biblical records on surety for debt from a number of different angles, including legal and economic history. There is, in fact, quite a large body of secondary literature on these sources. Notwithstanding the wide attestation

¹ “Surety” may be properly used of persons or in reference to a legal agreement; we will use it in both ways, and context will always make our meaning clear. The common use of “guarantor” as an equivalent to “surety” is improper because, strictly speaking, legal guarantees are provided after the fact.
of primary and secondary sources, exegesis of the Proverbs on surety for debt is carried out almost entirely in isolation from these other bodies of literature. This is probably because those primary and secondary sources can be difficult to access and collate, and because discussions in the secondary literature take place mostly within the fields just mentioned—fields that, *prima facie*, seem irrelevant to the study of Proverbs.

In the following work, we will survey the proverbs on surety for debt and discuss some of the difficulties we encounter in interpreting them. We will suggest that it is very difficult to resolve scholarly differences of opinion on the basis of biblical evidence alone and that external evidence may be helpful. We will examine scholarship on the ancient Near Eastern texts as well as what we know about their distribution and argue that it is possible to helpfully compare them with the proverbs, despite differences of genre. After presenting a number of the ancient Near Eastern texts and analyzing them on the basis of the relationships they symbolize between the involved parties and whether they reflect symbolic acts, we will return to Proverbs. We will compare the extra-biblical texts to the proverbs and then attempt to resolve some of the difficulties that we identified in chapter 1 in light of the comparative evidence.

The first chapter of this thesis functions as a state of the question and a detailed introduction to the proverbs on surety for debt. We begin by summarizing the difficulties in the interpretation of these proverbs, before a detailed discussion of the proverbs. After this, we will further explore commentary on the proverbs, discussing in detail five specific problems in recent commentary on the proverbs on surety for debt. These problems relate: 1) to the role and motivation of the surety, 2) to the way in which the surety is responsible for the borrower, 3) to the implementation of a surety arrangement
(gestural or verbal), and 4) to its basic structure (the relationship of the lender, debtor, and surety to one another). The fifth problem is a deficiency—there are very few references to the ancient Near Eastern sources, and this is most plausibly a sign that they are not consulted by commentators.

The second chapter is a summary of the ancient Near Eastern records and an assessment of their comparative value. The goal of this chapter is to outline the records and to establish an unimpeachable method by which to compare them to the biblical text. In this chapter, we will attempt a high-level survey of these sources: what are they, where are they from, and when were they recorded? What are the main findings of the secondary literature and how are these helpful? And what method may we use for comparisons with the proverbs? We will argue that the sources must be analyzed with legal categories because, even though they are not laws, they are records of legal interactions. As in Proverbs, many of these ancient Near Eastern sources seem to indicate that surety was a gesturally-enacted legal relationship. We will establish criteria for discerning whether a source may or may not reflect such a gesture. We will also argue that the sources must be analyzed in terms of what they symbolize about the relationship(s) of the involved parties: what does the language indicate about who holds power, how do they hold it, and what is the responsibility of this or that party at a particular time?

In chapter 3, we will examine a number of ancient Near Eastern texts up close. These texts are from across ancient Mesopotamia and record the surety relationship in a variety of ways. This chapter is not comprehensive (and indeed could not be). There are

2 “Giving surety” is the act, but we will also use “surety” to mean “the one who gave surety.”
far too many texts, some of which remain unpublished. For the texts that we do examine, the reader will discover a transcription, and, since these documents are in various languages and dialects, summary translations. We have carried out analysis of these texts in two sections: symbolic acts (do the texts reflect a gestural enactment of the surety), and legal symbolism (what are the relationships of those involved). While no resoundingly clear pattern emerges from this bipartite analysis, the results are still helpful and we will summarize them and make use of them in the fourth chapter.

In chapter 4, we will return to the book of Proverbs after again evaluating the comparative value of the extra-biblical texts. We will also ask the same kinds of questions about the proverbs as we did of the ancient Near Eastern records: what do the texts symbolize about the relationships of the parties to one another, and do they reflect a gesture that enacted surety arrangements? Throughout this discussion, we will make as much use of the materials examined in chapter 3 as is possible. Then, we will return to the five problems that we identified in the first chapter: 1) the motivation of the surety, 2) the mechanism of surety (what is the responsibility of the surety), 3) the enactment of the surety, 4) and the structure of the surety agreement. Our hope is that this thesis as a whole will begin to address the fifth problem that we identified, namely, the lack of reference to extra-biblical texts.

It seems important from the outset to specify very clearly the questions that we will not try to answer in this thesis. There are several of these. First, we will not be suggesting some radical new meaning for the Proverbs in question. The most basic meaning of these proverbs is well-established: legal arrangements that obligate one on
behalf of a third party are inherently risky. It is foolish to enter into such agreements, and the wise avoid becoming entangled in them.

We will not provide a lengthy argument for a historical connection between the Proverbs on surety for debt and the ancient Near Eastern texts that posits a direct or indirect dependence of the proverbs on the ancient Near Eastern texts. Some features of the evidence make this quite difficult. So, even though it seems likely to us that there was a historical connection, we will not focus on it. A very brief argument for such a connection is presented, but it is only to support minor points of our conclusions. As such, the reader should not be distracted by this argument, which can be discarded without great harm if it is found unconvincing. Most of the conclusions that we draw will not ultimately depend on the existence of a historical connection between the proverbs and ancient Near Eastern texts.

This study does not contain a comprehensive survey of surety for debt in the ancient Near East. The primary sources are far too numerous. Surety arrangements are attested in at least five languages and three discrete dialects over a period of nearly two thousand years. We have selected from among primary texts on the basis of their availability to us and to provide at least some evidence from multiple language groups and historical periods. The wide attestation, while helpful in some ways, presents unique linguistic problems that cannot all be managed by this author. Additionally, publications of primary texts are in some cases quite difficult to access. Chapter 4 presents a sample of the texts. We have made every effort to indicate the remaining primary sources or at least some secondary material that summarizes the sources.
Having presented these caveats, we will move on to the first chapter—our first look at the proverbs on surety for debt and what commentators have said about them.
CHAPTER ONE
PROVERBS ON SURETY FOR DEBT AND THEIR INTERPRETATION

The Old Testament obliquely or directly addresses security for debts around twenty-three times. Several of these mentions are in Proverbs, wherein surety for debt is explicitly addressed on six occasions.\(^1\) In this chapter, we will examine the relevant biblical material (beginning in Proverbs before casting a wider net) and current interpretations of the proverbs. We will argue that there are multiple difficulties in the interpretation of surety for debt that remain unresolved, and we will demonstrate that a number of the solutions proposed for these problems are speculative.

It is, perhaps, best to begin with a brief summary of the state of interpretation of security for debt in Proverbs. There are five problems in commentary on the proverbs which stand unresolved. First, there is little consensus regarding the motivation of the person who gave surety. Some commentators take the surety as having charitable motives (Tikva Frymer-Kensky and Roland Murphy), while others suggest that the surety is motivated by financial gain (Michael Fox and Timothy Sandoval).\(^2\) Both are possible, and one position is asserted over against the other on minimal evidence. Second, the mechanism of the surety agreement is not well-defined; commentators are not clear

\(^1\) Prov 6:1-5; 11:15; 17:18; 20:16; 22:26; 27:13. I have referred to these throughout as “the proverbs” (no capital), “the proverbs on surety for debt,” or “the surety proverbs.”

whether the person who gives surety is liable (and to what extent), or whether said person put at stake some sort of real property.³ Did the surety take on full liability with no limitations or safeguards, or did they provide property? Third, the way in which the surety was enacted is not well understood. Some commentators propose a gesture that put in force the surety’s legal obligation on behalf of the borrower.⁴ However, it is not clear whether the two most important verbal forms in the surety proverbs should be taken as synonymous, or whether one denotes a gesture while the other indicates a verbal agreement.⁵ Fourth, there is basic disagreement about the structure of the surety agreement. Could the surety be released only by the borrower (Bruce Waltke), or only by the lender (Michael Fox)?⁶ Fifth, our survey of the secondary literature finds that very few commentators appeal to extra-biblical data, despite the wide attestation of lending records among texts from the ancient Near East and a large body of scholarship on these records.⁷

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³ Leo G. Perdue, Proverbs, IBC (Louisville, KY: John Knox Press, 2000), 124
⁴ E.g., Perdue, Proverbs, 124.
⁵ See below, page 19-21.

It is possible to add to the five problems we identified at least two more: 6) a weak understanding of the historical development of surety, and 7) Zoltán S. Schwáb, Toward and Interpretation of the Book of Proverbs: Selfishness and Secularity Reconsidered, JTISup 7 (Winona Lake: Eisenbrauns, 2013), 111, suggests that debt-slavery is the consequence envisioned in Prov 6:1-5 without any evidence or argumentation to support his claim. Was this one of the consequences of surety if the debtor defaulted?
The problem with the proverbs on surety for debt is that there are many problems: speculation, little reference to other biblical evidence, and a lack of clear references to external evidence. In the remainder of this chapter, we will present to the reader a detailed analysis of the individual proverbs on surety for debt. Throughout, we will refer to the secondary literature, further illustrating the five problems we have now identified.

**Proverbs on Surety for Debt**

Of the six biblical wisdom sayings on surety for debt, the longest is Proverbs 6:1-5. This saying assumes that the addressee (“my son”) has already offered security for another party and is in serious danger of being obligated to pay the loan (perhaps due to default or flight) in short order. Proverbs 6:1-5 reads,

> My son, if you have given surety (ʿārābtā) for your neighbor, if you have struck your hands (tāqaʾtā kapekā) for a stranger, then you have been snared by the speech of your mouth—you have been captured by the speech of your mouth! Do this, my son, in order to free yourself—for you have come into the power of your neighbor. Go, humble yourself, and earnestly plead with your neighbor. Do not give sleep to your eyes, or slumber to your eyelids. Deliver yourself, like a gazelle from [the] hand [of the hunter], like a bird from the hand of the fowler.⁸

Before we continue to the other Proverbs, we will describe one of the main difficulties in the Hebrew text; it provides (even at this very early stage) a taste of the way in which the interpretation of surety agreements is fragmented.

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⁸ Translations of biblical texts are my own unless otherwise noted. At some points, I have opted for an overly literal translation in order to maintain consistency with Hebrew terms that are used in lending and pledges. In Prov 6:1-5, the transition from protasis and apodosis may be thrown forward or back in the text so that one reads “if you have been snared… if you have been captured, then do this…” or “if you have given surety, then you have struck your hands.” The LXX reads the first verse as a complete conditional on its own. See below, page 12, note 15, and page 89, note 11.
There is a debate as to the identity of the lender and borrower in the text. Is the lender named in the text—that is, should we take the neighbor as the lender? Is the lender unnamed? Are the neighbor and the stranger the same person? The most common reading by far is that the neighbor is the beneficiary of the surety; the neighbor and stranger are thus equivalents and “neighbor” in Prov 6:1 is thus being used in a broad sense. 9 The lender is unnamed and in the background. If “neighbor” and “stranger” are parallel to one another, then the verbs ‘rb and tq’ are more or less parallel in meaning. The sage exhorts the addressee to seek release from the borrower.

Michael Fox, among others, takes the neighbor to be the lender and the stranger to be the borrower. 10 Fox suggests that it is counterintuitive that the borrower could release the surety from his obligation. 11 It is more sensible to operate on the assumption that the borrower and the surety are both obligated to the lender, in which case only the lender may release the surety. 12 “Neighbor” and “stranger” do not refer to the same person in Prov 6:1, because the surety cannot seek release from the debtor. In other words, even though there seems to be a neat parallelism between neighbor and stranger in Prov 6:1, the terms refer to two persons with whom the surety is differently involved.

9 KJV; NET; NIV; NIrV; NRSV is ambiguous. Commentators with a similar approach include Burton Visotzky, trans., The Midrash on Proverbs, Yale Judaica Series 27 (New Haven, CT: Yale University Press, 1992), 36–38; Waltke, Proverbs 1-15, 335.


11 Fox, Proverbs 1-9, 212–213.

12 “Surety” may be used of persons as well as the agreement. Context will make clear which use we intend. Another oft-used English term, “guarantor,” has a legal meaning dissimilar from surety, so we will not use it. See below, note 18.
But this reading is not without its own difficulties. It undoes the apparent parallelism of Prov 6:1: ‘im ʾārābtā lērēʾekā tāqaʾtā lazār kapekā. The two clauses, ‘im ʾārābtā lērēʾekā (if you gave surety for your neighbor) and tāqaʾtā lazār kapekā (if you struck your hand for a stranger), are nearly identical except that the conditional ‘im (if) is not present in the second. The verbal forms are parallel in person, gender, and number; Hebrew poetry commonly uses such constructions to express parallelism in meaning. It requires no great stretch of the imagination to understand the verbs as differently voicing the same action (especially given the poetic nature of the text). Indeed, Prov 6:2 uses a form of parallelism to portray the consequences of going surety (being trapped).

Nonetheless, Fox’s reading suggests that the addressee (“my son”) has carried out different actions towards the lender (reaʾ) and the stranger (zār). The subject “gives surety” to the neighbor on behalf of the stranger, with whom he “strikes hands.”

The reading that assumes different identities for zār and reaʾ maintains the parallelism between the prepositions but undoes the neat syntactic parallelism between the verbs. The word following each verb is prefixed with the preposition lamed (lē and la above). In both cases, it indicates the indirect object. The surety makes some sort of promise to the lender. He executes a different act with or towards the borrower, namely “striking hands.”

A parallel reading requires fewer syntactic somersaults. It is also

13 Fox, Proverbs 1-9, 212, writes, “Syntactically, ārab governs the beneficiary of the surety as an accusative. For example, ‘Your servant took responsibility for the lad [to my father]’ (Gen 44:32; Gen 43:9). In Ps 119:122, the Psalmist asks God to ‘take responsibility for’ or ‘vouch for’ him ‘for good’... The item given as security can also appear as an accusative: Neh 5:3; Jer 30:21. The verb ārab does not govern zār in the present verse, though it does so in Prov 11:15 and 20:16 (= 27:13), which offer basically the same advice. The precise locution ārab + l… does not occur elsewhere in a sense appropriate to the present verse, but in 17:18 the neighbor’s role is unambiguous: ‘A senseless man strikes a bargain [lit., ‘strikes the hand,’ as here], giving surety before a neighbor [līpnē].’ The preposition ‘before’ shows that the neighbor is the recipient, not the beneficiary, of the guarantee. The guarantor takes responsibility for the borrower’s loan in the presence of or to the latter.”
curious because there are other options for the prepositions; indeed, one of the other surety proverbs employs another preposition. Prov 17:18 uses 'rb + lipnê, indicating that the subject is giving surety “in the presence of” their neighbor. Nevertheless, it is still possible to read the first lamed of Prov 6:1 as indicating the direct object.

Bruce Waltke argues against this reading that differentiates the neighbor and the stranger and suggests that they are the same person. He asserts on the basis of evidence from the ancient versions that the first lamed is likely to indicate the accusative construction and was introduced in Prov 6:1a to parallel 6:1b. The two lameds thus have different nuances, for in the second case the lamed must indicate the indirect object. He also suggests that it is counterintuitive that the lender would release the guarantor, and even that it would be unethical for the guarantor to ask since he is now legally obligated to the lender.

For Fox, the first lamed of Prov 6:1 is a lamed indicative of the indirect object. See Ronald J. Williams, Williams’ Hebrew Syntax, ed. John C. Beckman (Toronto: University of Toronto Press, 2007), page 106, §269, §273b.

14 Waltke, Proverbs 1-15, 331.

15 Waltke, Proverbs 1-15, 325. He writes, “[Gemser, McKane, and Plöger] argue that the unique construction must mean ‘with’ or ‘to’ your neighbor, not ‘for sake of,’ [sic] whether the one addressed has contracted a loan for himself or has taken on the giving of security for the loan of another. They contend that [Prov 6:3], ‘you have fallen into the hand of your neighbor,’ makes best sense if the neighbor is the creditor. But the LXX, Targ., and Syr. understood [ʿrb lsa] to mean, “to give security for the sake of.” In Aramaic ‘for the sake of’ with [ʿrb] is expressed by lamed, and L. A. Snijders… notes that in Talmudic Hebrew ʿrb [lsa] means ‘to stand surety for.’ Thus, lamed in this construction presumably is on a par with the [accusative] construction; it may have been occasioned by the lamed in verset B. Furthermore, [Prov 6:3] makes more sense if the neighbor is the debtor, not the creditor. One could scarcely expect the creditor to forgive a loan, nor would the sage admonish the son to dun him out of his lawful due, but one might expect the debtor to forgive the gullible surety.”

The LXX does read the lamed as indicating an accusative: can enguēsē son philon, “if you have guaranteed for your friend.”

16 “Hands” is the direct object.
The readings of both Fox and Waltke rest on an assumption about the structure of the surety agreement and lexical evidence, because the syntax allows for either reading of the prepositions. It appears that if the assumption about the structure of the surety agreement changes, the lexical evidence can be massaged to support either reading. But given the limited information we have, it seems imprudent to rest too much on the assumption that either the lender or the borrower is the only one who can release the surety from their obligation. One must note that there is not really evidence either way in the biblical text; both assumptions are informed by an intuition about the relationship of the surety to the borrower and to the lender. The traditional reading (with Waltke and most others) will be overturned if it is shown that only the lender can release the surety from their obligation. If only the lender can release the surety, and if one still takes the neighbor and stranger of Prov 6:1 as synonymous representations of the borrower, then the necessary inference is that the neighbor to which Prov 6:2-5 refers is a different neighbor—the lender. If, however, the evidence indicates that only the debtor could release the surety from his obligation, then the reading that suggests different identities for the neighbor and stranger would be overturned. At this point, we will not attempt to fully settle the question of the identity of the borrower and lender in the text, but merely note the two divergent readings.17

17 We have presented two of the positions but there are others. Scott L. Harris, *Proverbs 1-9: A Study of Inner-Biblical Interpretation*, SBLDS 150 (Atlanta: Scholars Press, 1995), 134–142, suggests that the neighbor and stranger are identical and that the text should be translated, “my son, if you have become surety for your companion, and what’s more, if you have struck a bargain with a stranger” (140). For Harris, the second clause intensifies the first but the neighbor and stranger are identical. Raymond Van Leeuwen notes the confusion saying, “while the exact mechanisms and persons involved in financial transactions described in Prov 6:1-5 are disputed, the wisdom issues are clearly and subtly treated.” See *NIB 5*, 74. Van Leeuwen does not discuss which party is which. Duane Garrett notes that there are various theories but suggests that the parallelism of 6:1 ought to be maintained. See Duane A. Garrett, *Proverbs, Ecclesiastes, Song of Songs*, NAC 14 (Nashville: Broadman, 1993), 96. Franz Delitzsch also make an
A brief comment about the place of the surety proverbs in the book is in order. It is noteworthy that this first mention of surety for debt falls within the first nine chapters of Proverbs, a block usually taken separately by commentators.\textsuperscript{18} These introductory chapters treat many of the most important subjects in the book and provide a lens through which the reader sees the shorter sayings that follow. Among the significant subjects addressed are fear of God, sexual fidelity, community life, and righteousness versus wickedness—often couched in exhortations to the reader (“my son”) to seek wisdom above all else! The appearance of an (extended) saying on surety for debt and its risks in these early chapters is thus a sign that the subject is relatively important to the compiler(s) of Proverbs.

The remainder of the sayings on surety for debt are much shorter and all appear later in Proverbs.

The one who gives surety (ʿārab) for a stranger will suffer much harm, but the one who hates striking [hands] (toqīʾm) is safe.\textsuperscript{19}

\textsuperscript{18} E.g. Clifford, Proverbs, 1–3.

\textsuperscript{19} Prov 11:15. “Much harm” is an attempt to capture the cognate accusative raʾ yērōʾa. Andreas Scherer, “Is the Selfish Man Wise?: Considerations of Context in Proverbs 10.1–22.16 with Special Regard to Surety, Bribery, and Friendship,” \textit{JSOT} 76 (1997): 61–63, notes that Garrett was the first to recognize a link between vv. 14 and 15, assigning these verses to “the pattern ‘imprudent action brings disaster/prudent action gives security’… Hence the statement of Prov. 11.15 is qualified by its nearest context in two different but still complementary ways. First, if v. 14 is consulted, the interpretation of v. 15 is focused on the foolishness of the guarantor who carelessly risks his own existence. As a nation is brought to ruin for lack of guidance (v. 14a), a guarantor will suffer damage in his personal life. Thus, offering surety turns out to be the result of a lack of forethought and reason.” As will become evident from a discussion of interpretations of this proverb and others on surety for debt, the way in which Scherer makes use of the context to arrive at the point of the proverb results in one of the most cogent readings of a proverb on surety for debt but leaves the basic features of surety unexplained.
A man who lacks sense [lit. “heart”] is one who strikes (tōqēa) a hand; he is one who gives a surety (ʿōreb ʿārubā) before his companion.²⁰ Take his garment if he gives surety (ʿārab) for a foreigner, keep it as a pledge (ḥablēhū) if for a foreign woman.²¹ Do not be as one who strikes hands (bētōqaʾē kāp) or as one who gives surety for debts (ba ʿārabīm); if you do not have the means to pay, your bed will be taken from beneath you.²²

More preliminary observations are in order.

Proverbs has a markedly negative view of giving surety for debt, especially on behalf of a stranger or foreigner (usually a zār). The sayings liken the situation of persons who do enter into such arrangements to that of a hunted animal; the person ought to forego sleep until they have escaped the closing trap. The act of giving surety is virtually certain to bring harm. It is foolish. Extra measures should be taken to protect oneself from persons who do give sureties in uncertain situations. The consequences of giving surety can be startling—one’s bed may be taken while one is lying upon it!

The paucity of detail is also worth noting. Danger is associated with giving surety on behalf of a stranger or foreigner, but it is equally present in the situation where both the borrower and surety are unspecified. While the verb “to strike hands” is used to indicate how, in some cases, the surety sealed his obligation, the way in which the surety itself works is largely unspecified—is some specific item deposited or promised? An

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²⁰ Prov 17:18; Fox, Proverbs 1-9, 212, writes “the preposition ‘before’ shows that the neighbor is the recipient, not the beneficiary of the guarantee. The guarantor takes responsibility for the borrower’s loan in the presence of or to the latter.”

²¹ Prov 20:16; Fox, Proverbs 1-9, 211.

²² Prov 22:26. The verbal adjectives are substantives and the jussive “do not be” stands at the beginning of the clause. Murphy, Proverbs, 171, writes that “the ‘bed’ is a sign of luxury that not all enjoyed.” If this is the case, then the saying is directed to the (relatively) wealthy. Furniture also served as security for debts in other ancient Near Eastern contexts. See Karen Radner, “Neo-Assyrian Period,” in A History of Ancient Near Eastern Law, ed. Westbrook, Raymond, HdO 72:1 (Leiden: Brill, 2003), 905. The preposition bet is a bet of identity (“as”). See Williams, Williams’ Hebrew Syntax, §249.
exception is Prov 20:16 // 27:13, but here the vocabulary is different. The held garment is a ḥāḇōl (as elsewhere in the Old Testament, see below). Otherwise, we can ascertain very little from Proverbs about how the surety worked.

The Semantic Domains of Security for Debt

The major claim of this thesis is that ancient Near Eastern records elucidate the proverbs mentioned above, especially given the interpretive confusion that surrounds them. However, it would be foolish to attempt a comparison with the extra-biblical texts without conducting a detailed examination of the way in which Biblical Hebrew expresses security for debt in general and the particular sort of security (surety) to which the proverbs refer. In this section, we will examine more closely some of the key terms as they occur throughout the Old Testament in order to ascertain whether the interpretive difficulties can be overcome on these grounds alone. We will find that this is not so; despite the clarifying results of inner-biblical comparison, some difficulties persist.

A comment about terminology is now necessary. English and biblical Hebrew both employ different language to talk about different kinds of security for debt. In English, a “pledge” is security provided by the primary borrower and is usually some kind of real property. “Surety” always means security provided by a third party. We will, in short order, associate some Hebrew words with these English approximations; because the following discussion makes use of this distinction we have made it explicit here in order to assist the reader.

ʿrb: Verbal and Non-verbal Forms

While the root ʿrb has the basic meaning “to enter,” in contexts of security for debt it may refer to one of two things: 1) the provision of a pledge by the primary borrower, or 2)
third-party security for a debt (surety).\textsuperscript{23} There are three non-verbal occurrences of 'rb (as the noun 'erābōn) in Genesis 38, where Judah gives to Tamar his signet ring, cord, and staff (Gen 38:17, 18, 20). Tamar keeps these in lieu of payment—given this context, it is clear that 'erābōn means “a possessory pledge.” The non-verbal meaning of 'rb is different than its meaning when it appears as a verb. The verbal form denotes surety.

The verbal form of 'rb appears in other settings carrying a nuance of surety or some other promise. On at least two occasions, God is the requested surety or backer. Job 17:3 reads “give my surety (ʿārōbēn) with you; who else will strike (yittāqēa) himself [in]to my hand?” A similar plea occurs in Ps 119:122, when the Psalmist says, “guarantee (ʿārb) good for your servant.” The verbal form also occurs in Isa 38:14b, where it is an imperative (ʿārōbēn): “I am distressed, give surety for me.” Jer 30:21 preserves a unique occurrence of 'ārab with the subject’s very self as the object: “who will give/promise (ārab) himself to serve me?” Finally, in the Joseph cycle, 'rb is used to indicate Judah’s

\textsuperscript{23} “Pledge” and “surety” are technical English legal terms that are our closest approximation to the biblical terms. Pledge may be used verbally or non-verbally. Thus, “to pledge” means to provide “something as a security for a debt or obligation.” Pledges are one of three kinds: hypothecary, possessory, or antichretic. A hypothecary pledge is promised from the outset of the loan or obligation and seized by the lender only in the event of a default. A possessory pledge is, rather obviously, one in which the lender takes possession of the item pledged immediately upon the outset of the loan or obligation. An antichretic pledge is one in which the proceeds from some property (for example, a field, vineyard, or estate), are paid to the lender in lieu of payment of the principal.

Unlike pledges, “surety” always refers to a third party that secures the loan. Surety differs from “guarantee” (another technical English legal term) in that sureties are given at the outset of an obligation and guarantees are provided sometime after the outset of the loan or obligation. A guarantor may not always have access to the same information as does a surety and may have different rights and obligations. The secondary literature (at least biblical commentaries) often equivocates between surety and guarantor. Even though the obligations and legal structures of the surety and the guarantor differ, we too will not usually distinguish between them in this thesis (for stylistic purposes and because they are not distinct in the biblical text). Unless otherwise noted, we use “surety” and “guarantor” for the third party who secures a loan or obligation. “Pledge,” however, will always mean security provided by the primary borrower.
assurance of Benjamin safety. Judah promises Benjamin’s safe return to their father (Gen 43:9; 44:52).

In at least the case of the Joseph cycle, the verbal form must be taken as meaning a third-party security. In that case, a debt is not the obligation secured. Rather, Benjamin is protected from some other threat by Judah’s promise that he will return; in the case that he is not, Judah will take full responsibility (Gen 43:8-9). In the other cases the meaning is more difficult to determine, but have mostly to do with the protection or restoration of the one on behalf of whom the surety is given. A debt is not necessarily involved—rather, the health or freedom (from death, illness, etc.) of the beneficiary may be at risk. In only one case (Jer 30:21), the verbal form indicates a pledge or promise rather than third-party security.24

Pledges as Security for Debt

The other biblical texts that deal with security for debt are not concerned with surety but with pledges of various sorts. A number of texts mention possessory or hypothecary

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24 See Gerald L. Keown, Pamela J. Scalise, and Thomas G. Smothers, Jeremiah 26-52, WBC 27 (Waco, TX: Word, 1995), 104, where they write, “the rhetorical question in v 21c serves as a reminder of the grave danger to any human who would initiate or presume this approach to God. The expression “pledge the heart” is unique. In Neh 5:3 people give fields, houses, and vineyards in pledge in order to get the grain they need. Here not property but life itself is put at risk. The לֵב, ‘heart,’ can stand for the person as a whole, as in Ps 22:26…”
pledges.\textsuperscript{25} Other texts seem to allude to an antichretic pledge.\textsuperscript{26} These texts overwhelmingly use the word \textit{ḥābōl} to mean “pledge.” In Prov 20:16, the sage advises that the one should take an additional pledge from the surety in certain cases. This is the only biblical case wherein a surety is secured with an additional possessory pledge. The unique case indicates the relative risk of the arrangement in Prov 20:16.

The texts on pledges for debt are helpful in that they elucidate Prov 20:16, but they are not helpful with respect to the other proverbs on surety for debt. We are left in essentially the same place we started. The proverbs, it seems, must be taken to denote surety. Can any more be said about the language that we find in them?

\textit{ʿrb} and \textit{tq}’: Parallel or Distinct Actions?

One of the major questions in the interpretation of the proverbs on surety for debt hinges upon whether \textit{ʿrb} and \textit{tq}’ are parallel acts or whether they signify two distinct actions. In the case that \textit{ʿrb} and \textit{tq}’ are parallel, we must construe—in manner consisted with such parallel meaning—the actions that the lender, borrower, and surety carry out towards one

\textsuperscript{25} Ex 22:26-27; Dt 24:6, Dt 24:7; Job 22:6; 24:3, Eze 18:7, 12, 16; Am 2:8. The Hebrew term is \textit{ḥbl}. This is the same word used in Prov 20:16 and 27:13. 2 Kgs 4:1-7 (the story of Elisha and the widow’s oil) may be an allusion to the institution of pledge. The widow cannot pay a debt and the lender is ready to collect something else in lieu of payment—the widow’s two young sons! While the narrative withholds any indication of whether the deceased man had pledged his children as collateral for the debt, this seems entirely plausible (given that persons could be collateral for debt). Whether or not this is the case is entirely superfluous for understanding the narrative (the drama is centered on the widow’s crisis and this crisis is sufficiently developed as it is); however, one should be aware at least of the possibility of a contractual obligation lurking in the background.

\textsuperscript{26} Neh 5:3 says “some were saying, ‘we are pledging (ʿōrābhēm) our fields, our vineyards, and our houses to get grain during the famine.’” This should not be confused with the statement in Neh 5:5 that “our fields and vineyards now belong to others,” so that the earlier verse is taken to mean that the fields/vineyards/houses were actually sold. The text clearly indicates that a different compound subject is speaking in Neh 5:3 and 5:4-5. It is possible to take Neh 5:3 as referring to an antichretic pledge; while this is not certain, it is unlikely to be an outright sale (as in the NIV).
another. If, however, ‘rb and tq’ are not parallel, then the identities of the parties and their various relationships are rather different.

Here again, the internal evidence is not very much help. The only other case in which the two verbal forms occur together outside Proverbs is in Job 17:3. In that case, they do seem to be parallel. This is not very much help in Proverbs, because even though the “neighbor” and “stranger” of Prov 6:1 seem to stand in parallel construction, they do not necessarily need to be. The lamed prefixed to both forms may indicate either the direct object (in which case the neighbor is the borrower) or the indirect object (in which case the neighbor is the lender). The position that one takes depends on the reading of the preposition.

tāqa‘ kap in Proverbs: Allusion to a Gesture?

We will discuss in chapter IV whether tāqa‘ kap (“to strike the hand”) indicates a gesture or is only used as a parallel to ‘rb. At this early juncture, though, we wish to foreground the other biblical evidence because it fits with this portion of the discussion and so that the reader may bear it in mind throughout. The consensus of the commentaries is that tāqa‘ kap alludes to a symbolic act that solemnized the surety agreement.27 In some biblical texts, it is quite clear that the phrase does indicate a gesture of some sort. The gesture is exclamatory and denotes exultation with regards to either: a) pleasure over the fall of Assyria, or b) joy that God is king.28 The gestural meaning is certainly one possibility for the phrase.

27 E.g., TDOT 15, 765-769; NIB 5, 118.
28 Nah 3:19; Ps 47:2.
However, there are other possible meanings, not least because kap (hands) is not always used to indicate the body part. It may also indicate power, safekeeping, and so forth. If the “hands” in Prov 6:1 are figurative, then the verb cannot indicate a gesture. Indeed, “hands” has such a figurative meaning in Prov 6:3 (“you have come into the hand of your neighbor”). We will delay the remainder of this discussion until after we address the ancient Near Eastern sources because they bear on our reading of Proverbs. It is safe to say at this juncture, though, that tāqa‘ kap does occur in parallel with ‘rb and is either nearly equivalent in meaning or denotes a gesture that may have been used for security arrangements.

**Interpretation of the Proverbs on Surety for Debt**

Historical commentary on the proverbs on surety for debt is quite sparse, so we will focus on more recent interpretations, beginning with book-length commentaries before proceeding to topical works.29

Leo Perdue most concisely addresses the biblical evidence.30 For Perdue, surety is a subset of pledge—in Prov 6:1-5 the surety is the result of a “hasty promise” (he gives no reason why we ought to infer hastiness). While he writes that the particular pledge in

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view here is one in which the person promises himself or herself as surety, he also cites biblical evidence to suggest (confusedly) that *either* a person or property may be surety, and states that “the act of making a pledge [of surety] involved both the giving of the hand [handshake?] and a verbal declaration. A pledge may have been a public act to reinforce [the surety’s] authenticity and legality.”

Perdue also observes the multiple references in Proverbs to surety for debt and the negative attitude of the book towards entering such agreements. In subsequent discussions, he also refers to the potential loss—but again, it is unclear what this loss might be.

It is worth noting the tentative nature of Perdue’s discussion and the questions that persist after it. He asserts that some gesture (perhaps a handshake) is involved and that pledging surety may have been a public act. But this is tentative, because there is no evidence in Proverbs for the publicity of the act. He also notes the high perceived danger of such involvement—but why “disaster” might be the result of providing such surety is also unclear. Why, in the case of the proverbs on surety for debt, is it certain that the person is offering themselves as security and not some other asset? What does it mean for a person to become the surety as opposed to providing property? And, if the person is security, why is one of the perceived consequences the confiscation of their furniture?

Michael Fox has also commented at length on Prov 6:1-5 and the other sayings on surety for debt. Fox does not define whether the surety is the person or their property. He

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does not make any suggestion as to what kind of loan the addressee is securing, but does have an oblique reference to commercial terminology. The agreement is verbal and sealed with a gesture. The danger into which the surety falls is defined only as a change in the balance of power—but this amounts to not much more than a repetition of the Hebrew text when it states that the surety has come into the power (lit. “come into the hand”) of his neighbor. Alternatively, the danger may just be that the borrower is unknown to the surety, and that they will “go away and leave the surety stuck with the debt.” Or, in the case of Prov 20:16, the danger of giving surety is that the surety’s property is at risk. Interestingly, Fox attempts to parse out the motive that one might have for providing surety—he states that it is remunerative, that is, that the surety provides surety to receive a fee from the borrower. His final comments on Prov 6:1-5 are worth quoting.

While various proverbs offer prudential advice about giving surety, [Prov 6:1-5] seems to push the concern to an extreme and to display a high anxiety about its dangers. Perhaps the heightened uneasiness reflects a growth in the frequency of money lending in an increasingly commercial society and a corresponding temptation to exploit such transactions for a quick gain… The point of [Prov 6:1-

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35 Fox, *Proverbs 1-9*, 213, writes “the idiom [to strike hands] is not used outside Wisdom literature, but that may be due to a the [sic] overall paucity of commercial terminology in the Bible. In our sources [to strike hands] always refers to going surety, though the gesture probably had a broader implication of friendship or accord. The same gesture is called “hand to hand” in Prov 11:21; 16:5, where it signifies assurance or personal commitment by the speaker.

36 Fox, *Proverbs 1-9*, 213, says also “the author takes it for granted that such an agreement locks one in as effectively as a written document.”

37 Fox, *Proverbs 1-9*, 213.


is, rather [than providing advice on how to extract oneself], to paint the consequences of going surety in such dire and demeaning terms that the reader will beware of stepping into the trap.\textsuperscript{41}

Fox, then, reads a commercial background for this saying and others, but does not offer much to readers that will convince them that this need be so.\textsuperscript{42}

Roland Murphy’s work on Prov 6:1-5 is noteworthy for his comments on laws governing surety and the reason for their absence. He notes that while there are laws in the Old Testament concerned with pledges, none are attested that govern sureties; it is possible that “later social conditions… rendered the practice necessary, and also precarious.”\textsuperscript{43} No evidence is cited to support this claim. The manner in which a surety agreement came about is not clear, and neither is the type of loan, although Murphy seems to be suggesting that the surety would have been given on behalf of some needy person: “the one who goes surety will pay the debt… of the needy one.”\textsuperscript{44} That Murphy views lending as primarily a safety net for the poor is more evident in his later comment on Prov 22:26-27 that, “it would seem that this form of social aid [the hand pledge] created more problems than it solved.”\textsuperscript{45} Besides this, Murphy has nothing to say about the consequences of surety. The marked contrast with Fox’s commercial background for lending and surety should be noted.

\textsuperscript{41} Fox, \textit{Proverbs 1-9}, 216.

\textsuperscript{42} Fox, \textit{Proverbs 10-31}, 536.

\textsuperscript{43} Murphy, \textit{Proverbs}, 37.

\textsuperscript{44} Murphy, \textit{Proverbs}, 37.

\textsuperscript{45} Murphy, \textit{Proverbs}, 171.
The proverbs and other texts on surety for debt have also occasionally been addressed in scholarly publications. One of the best works is Tikva Frymer-Kensky’s chapter, “Israel,” in the edited volume *Security for Debt in Ancient Near Eastern Law*. Frymer-Kensky notes that surety for debt “is not mentioned in the laws, but can be inferred from Proverbs which advise people not to stand surety for a non-family member.” She also suggests that Gen 44 is likely an instance of surety in a narrative setting; she asserts that “[Judah] offers to stay with Joseph so that Benjamin can go home. In this case Judah would not be a pledge or security—he is offering to be taken in slavery instead of Benjamin.” Frymer-Kensky’s reading is correct; Judah’s obligation leads him to take Benjamin’s place. Judah is not, at the outset, the surety for some debt or obligation of Benjamin. This, then, is a slightly different use of ʿārab in which the subject ensures that some other party will fulfill a particular task or role. Frymer-Kensky also states that loans in Israel were charitable in nature.

Timothy Sandoval’s *The Discourse of Wealth and Poverty in the Book of Proverbs* sets the sayings on surety for debt in the framework of the larger economic back-and-forth within Proverbs. Sandoval follows Fox in suggesting that the motive for giving surety may be profit, but he also acknowledges that one might enter a surety agreement with more charitable motives. Sandoval helpfully compares the sayings in Proverbs with other ancient Near Eastern wisdom literature, concluding that the overall

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47 Frymer-Kensky, “Israel,” 256.

48 Frymer-Kensky, “Israel,” 256.

stance of the wisdom literature is negative towards entering surety agreements, especially
given the financial risks. In fact, the type of surety that Proverbs has in view is especially risky given that it is offered on behalf of the stranger, who will more easily disappear. He also draws out the parallel between the “stranger” (zār) and the “strange woman” (zārāh) of Prov 5; in keeping with his project to access the ethical focus of Proverbs on wealth and poverty, he concludes that “for Proverbs, to stand surety for a stranger, quite simply, but also symbolically, is to travel the ‘adulterous’ path of folly.”

Sandoval’s treatment of the practice of surety is thin. He leaves open the possibility that surety was provided with charitable or commercial motives, but does not nail down whether Proverbs has in view charitable loans or others. He also does not discuss the parallelism between giving surety (ʿrb) and striking hands (tq); are these component parts of the process of giving surety, or are they distinct?

We began this chapter by pointing out five problems in commentary on proverbs taking surety as their subject. Now, we have introduced the reader to those proverbs and illustrated, with summary and quotations from scholars, the state of our knowledge about them. The five difficulties we pointed out were: 1) differences of opinion about the role and motivation of the surety, 2) confusion about the mechanism of the surety (what and how the surety takes on liability), 3) the questionable assumption that surety was implemented gesturally rather than in some other way, 4) and the legal structure of the

Sandoval, Discourse of Wealth and Poverty, 109–110.

Sandoval, Discourse of Wealth and Poverty, 111.

Sandoval, Discourse of Wealth and Poverty, 26–27, 112. Like Andreas Scherer (see above, page 14, note 19), Sandoval’s use of context results in one of the more compelling readings of the proverbs. However, some of the features of his analysis are speculative (e.g. surety as a profit-making enterprise).
surety agreement (who held legal power over whom, and how could those obligated be released), and 5) other ancient Near Eastern records on surety are rarely discussed as clarifying evidence.

In short, the interpretation of the proverbs on surety for debt proceeds in an environment where there is a limited amount of helpful biblical data and our knowledge is somewhat stunted by this reality. This brings about a situation in which presuppositions about the charitable or profit-seeking motive of the surety—as well as the structure of the legal agreements between the lender, debtor, and surety—leads the discussion of the textual evidence. There remains doubt about the word-pair tāqaʿ + kap and its meaning in the context of our proverbs; **prima facie**, it seems to be a gesture that enacted a surety agreement but this is not certain. Finally, the whole discussion is proceeding in a manner that is isolated from other evidence that may prove clarifying—ancient Near Eastern lending records and scholarship on those records. These records, what scholars have said about them, and an exploration of their comparative value for our proverbs are together the subject of the next chapter.
CHAPTER TWO
ANCIENT NEAR EASTERN RECORDS IN SUMMARY AND THEIR VALUE FOR
A COMPARATIVE STUDY

Scholarship on lending in the ancient Near East has been robust. While there are few works that address surety directly, a number of publications show interest in the subject. The fragmented character of the secondary literature is one of the frustrating barriers to a comparative study; thus, this chapter will survey only the works most relevant for our study. We will also summarize the ancient Near Eastern records: what we have, from where, and when the records originated. This discussion will allow us to anticipate some of the problems we will encounter in comparing these records to the proverbs and to outline a fitting comparative methodology. We will argue that one may employ two methods (contextual and historical) for comparing the biblical and ancient Near Eastern texts, but suggesting that a contextual method that uses the ancient Near Eastern evidence as a heuristic is methodologically sound.

The goal of this chapter is to introduce the ancient Near Eastern records to the reader and to establish a method under which they are helpful to the study of Proverbs. The three important claims for which we will present supporting evidence in this chapter are: a) the evidential base (both primary and secondary sources) is sufficiently robust so as to support a comparative study, b) this makes the near-absence of reference to these sources in scholarship and commentary on Proverbs all the more puzzling, and c) a productive comparative study need not necessarily prove a direct historical stream of influence between the proverbs on surety for debt and the other ancient Near Eastern
sources (although this seems possible). None of these claims should be confused with the
main point we are trying to make (the ancient Near Eastern evidence elucidates the
proverbs), but understood instead as ancillary: necessary but still secondary.

**Ancient Near Eastern Records: An Outline**

Ancient Near Eastern lending documents fit basically into two categories: contracts and
legal proceedings. The contracts are by far the most numerous and may be further divided
into two categories: loan agreements themselves (documents that record the enactment of
a loan), and something like debt-notes (which simply record an obligation of one party to
another). For the time being, we will discuss these together, but it is important to
remember that loan agreements and debt-notes are not identical.\(^1\) After contracts, legal
proceedings are the best source for the study of surety—but they are far less numerous.
While there may be laws that bear on the institutions of surety, they are sufficiently
obscure that we have not discovered any. Our purpose in this section is to demonstrate
the fairly wide availability of data on surety in the ancient Near East by sampling from
the periods in which the documents are attested; we will not provide a discussion of all of
the records. Other findings of the secondary literature will be noted as is fitting.

Contracts

Contracts with surety agreements are attested from the Sargonic period (c. 2300
BCE) until at least 424 BCE.\(^2\) There are thousands of these loan contracts available in the

\(^1\) The loan agreement were recorded at the onset of the obligation, but debt-notes may reflect the
institution of a surety sometime after the onset of the obligation.

\(^2\) Grant Frame, “A Neo-Babylonian Tablet with an Aramaic Docket and the Surety Phrase ðût
šēp(i)...naṣû,” in *The World of the Aramaeans III: Studies in Language and Literature in Honour of Paul-
Eugène Dion*, ed. P. M. Michèle Daviau, John W. Wevers, and Michael Weigl, JSOTSup 326 (Sheffield:
Old Babylonian Period. On Old Assyrian records, Klaas Veenhof notes that many debt-notes must have been produced, and then continues to say

Most are lost, however, because the debtor upon [payment] received “his tablet” (recording his liability and sealed by him) back, which was regularly destroyed (‘killed’; the sealed envelope was broken and the tablet thrown away). Thus, the number of surviving debt-notes, which includes duplicates and copies of original contacts, is comparatively small. It must have included unpaid, bad debts, for which security is more likely to be required.

Veenhof seems to mean that unpaid or bad debts were more likely to be preserved (since they went unpaid and the tablets would not have been destroyed). If his assumption stands—namely, that unpaid and bad debts were more likely to require security—then the data in which we are interested is more likely to have been accidentally preserved.

Veenhof is aware of around 250 debt-notes (published and unpublished). These attest to the use of both pledges and guarantors; various precious metals and persons serve as pledges, and guarantors are named. The terminology used for sureties in the loan contracts varies, and Veenhof has an extensive discussion of this terminology, including the syntax of surety agreements and the inflection of the related verbs. Around ten

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Skaist, The Old Babylonian Loan Contract, 11.

Klaas Veenhof, “The Old Assyrian Period,” in Security for Debt in Ancient Near Eastern Law, ed. Raymond Westbrook and Richard Jasnow, Culture and History of the Ancient Near East 9 (Leiden: Brill, 2001), 96. It should be noted that Veenhof’s study is confined to a narrow geographical area (the center of what is now Turkey) because of the limitations of the corpus from that period, see “The Old Assyrian Period,” 93.

Veenhof, “The Old Assyrian Period,” 96.


percent of the loans mention a guarantor, and Veenhof concludes that this means “only a limited number of loans were secured by guarantors right from the beginning.”\(^{8}\)

Some of the contracts attested were clearly commercial loans. Veenhof mentions quantities of silver ranging from 30 minas (which he estimates at 15 kilograms or ±30 pounds) up to 46 kilograms (±100 pounds).\(^{9}\) Very few of these large loans mention a guarantor, however—Veenhof attributes this to “the fact that in general such commercial transactions went fairly smoothly and profits were substantial enough such that debtors could pay back what they owed.”\(^{10}\) Nevertheless, sureties are attested for loans large and small.

There are around “one hundred private loan documents” from the Middle Assyrian period, in addition to official loans of various sorts.\(^{11}\) Kathleen Abraham distinguishes between these and “promissory notes,” which may be distinguished on the basis of their constituent elements.\(^{12}\) While pledges are well attested, guarantors are not (or are not attested with much certainty).\(^{13}\) As a result, we will de-emphasize this period.

There is a “rich corpus” of loan contracts from Nuzi.\(^{14}\) Carlo Zaccagnini is able to cite a considerable number of studies and state with confidence that

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\(^{8}\) Veenhof, “The Old Assyrian Period,” 108.
\(^{9}\) Veenhof, “The Old Assyrian Period,” 100.
\(^{10}\) Veenhof, “The Old Assyrian Period,” 100.
\(^{12}\) Abraham, “The Middle Assyrian Period,” 163.
\(^{13}\) Abraham, “The Middle Assyrian Period,” 171–174, 201–221.
The basic features of this type of legal transaction [security] have been ascertained. Individual or multiple loans, with or without interest, could be secured by one or more sureties, i.e. persons who guaranteed fulfillment of the debtor’s obligation in its entirety. Movables or real estate are not attested as security in ḫubullu-contracts; on the other hand, they occur in another type of Nuzi contract (the ṭuppi tidennūti) which, at least on a formulaic level, is patterned on the scheme of antichretic arrangements.15

There are a number of variations on this basic loan agreement at Nuzi, but by Zaccagnini’s analysis seems to indicate that sureties occur mostly in the ḫubullu-contracts.16

In the Neo-Assyrian period, the distinction we made above between a document that records the enactment of a loan (loan agreement) and a document that merely records the obligation (a debt-note) becomes important. In her study of the period, Karen Radner chooses to use the term “obligation documents” (or Obligationsurkunden) to describe the primary source of evidence.17 These are not contracts as such, but merely documents recording the obligation of one party to another. Among these, Radner cites nearly seventy cases of suretyship.18 The language in these documents is similar to that used in the Old Assyrian period—the surety is a bēl qātāte. These surety formulas will be explored in more detail below (chaper 4), but for now we should just note that there are many cases of a surety.

Very close to the same period, Aramaic loan contracts also attest to the use of sureties. Edward Lipínski is able to adduce three of these, and Grant Frame mentions twenty-five more for a total of twenty-eight contracts that have a surety agreement. Among these Aramaic contracts, three include the surety phrase *mḥʾ yd* or *mḥʾ b-yd*, which Lipínski says are cognate to the Hebrew *tāqaʾ kāp* in Proverbs and Job and roughly equivalent to the Neo-Assyrian *qātāti maḥasu*; these contracts date from the seventh century BCE. The contracts mentioned by Frame have a different surety phrase: *pūṯ šēp(i) našū* (lit. “to assume guarantee for the foot”).

**Court Proceedings**

As far as we have discovered, there are no laws from the ancient Near East that address surety as such. There are, however, records of court proceedings or summons that preserve events that occurred in the default of the debtor or her refusal to pay. These records have been used as a source to discuss surety in the ancient Near East at least since an article by Raymond Dougherty entitled “The Babylonian Principle of Suretyship as Administered by Temple Law.” A number of the cases surveyed by Dougherty include a surety agreement.

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21 Frame, “A Neo-Babylonian Tablet,” 100.

22 The Code of Hammurabi does address debt, see CH §§48-52, 117.

Veenhof categorizes the judicial proceedings as being one of two kinds: 1) courtly “contracts” between the surety and the lender in which the surety agrees to pay, and 2) “depositions” which record statements of the creditor and/or debtor, to be heard by a court. Similar court records appear to show that there were some protections for the guarantor, since acting in this capacity could be risky business.

The Records in Summary
At this stage, we should note the distribution of records on surety for debt. They are widely distributed historically and geographically. Historically, there are records of surety from the third millennium BCE right up into the 400’s BCE. We thus have evidence available from a span of nearly two millenia. Geographically, there is also a wide distribution, from lower Mesopotamia to central Anatolia, and as far south along the Mediterranean coast as Ugarit. The documents are attested in a number of languages and dialects, as might be expected given the large geographical and historical distribution, and number over one hundred if we take only the counts of Radner, Frame, and Lipínski into consideration. There are many more.

Records of surety for debt are, thus, attested throughout the ancient Near East, but it is important to note at this stage two problematic features of the way in which they are attested. The first is that we cannot be sure the records are representative of surety and

26 Frame, “A Neo-Babylonian Tablet,” 112.
the way(s) in which it was instituted. This is partly due to the destruction of records upon
the payment of a debt. It is also partly due to the accidental nature of archaeology (and to
looting, black market antiquity sales, and so forth). It is not even always possible to know
where a particular tablet originated.\textsuperscript{28} The second problem is that the records are
primarily agreements between two private parties—they reflect practices that differ by
time and place. No one record is exemplary of a normative legal practice.

These two problematic features of the data raise important questions about the
feasibility of a comparative study. If the records are not representative and not normative,
in what way can they be compared to biblical texts on surety (or vice versa)? Can one
know anything about surety in the ancient Near East besides that it seems to have been
executed in a particular manner in a particular time and place? Or, can one know
anything besides that surety was recorded a particular way in a particular time and place?

We will return to these questions in the final section of this chapter. In the
interim, we will further consider the secondary literature.

\textbf{Scholarship on Surety and Lending in the Ancient Near East}

Research on surety in the ancient Near East is almost always carried out as a subset of
some other discipline, especially legal or economic history. We will discuss legal history
first, since this field exhibits the most robust discussion. Economic history and other
topical works also discuss surety arrangements—we will note only the most basic
features of these discussions at the conclusion of this section.

\textsuperscript{28} Anne Goddeeris, \textit{Tablets from Kisurra in the Collection of the British Museum}, SANTAG 9
(Wiesbaden: Harrassowitz, 2009), 67.
Legal History

The reader may still find it curious that we have selected the heading “legal history” for our discussion, given that we have not discussed and will not discuss laws. There are two reason for this. First, the scholarly discussion takes place in the field of legal history. Second, the ancient Near Eastern texts are reflective of legal practice in one way or another. They reflect situations in which one or more parties were obligated to one another in such way that when those obligations were broken the dispute could be resolved by the intervention of a court. This would be true even if the institution of surety was regulated only under some kind of common law that was not codified.

The same is true of the proverbs on surety for debt. Like the contracts, the proverbs are not practices themselves but must be understood first as a written reflection of an economic practice if they are to have any meaning. They, too, reflect legal relationships between parties. Even though there are no laws governing surety in the Old Testament, one cannot say that surety was not perceived as a legal institution. Given that there are laws on pledges and other debts, it is probable that there existed some common-law practice governed surety for debt. As with the ancient Near Eastern records, it is fitting to attempt to understand the proverbs in terms of the legal relationships between parties. Indeed, the commentaries reflect such an impulse even if they do not state it.

The following discussion of legal history will take place in two parts and on two corresponding levels. In the first part, we will consult some works on the legal history of the ancient Near East. This discussion will take place at a survey altitude. In the second part of the discussion, we will consult a single work by Meir Malul that analyzes...
surety in the context of “ceremonial symbolism.” Malul raises important questions about the distinction between the language recorded in the ancient Near Eastern records and the way in which this language may or may not reflect symbolic acts (e.g., “striking hands”). We discuss his work in more detail to become familiar with categories and distinctions that will help our discussion in the next chapter.

Surety in Legal History

One of the best legal histories of the period in which we are interested is Raymond Westbrook’s *A History of Ancient Near Eastern Law*. However, Westbrook also edited with Richard Jasnow the volume *Security for Debt in Ancient Near Eastern Law*, which is even more relevant to the subject at hand; although this volume is somewhat earlier than *A History of Ancient Near Eastern Law*, it is more extensive and detailed on surety. We will briefly consider one of the more salient features of surety as it is discussed by Westbrook and other contributors to both volumes.

In his chapter on the Old Babylonian Period, Westbrook distinguishes between two kinds of surety. In the first type, *Gestellungsbürgschaft*, the surety guarantees the appearance or presence of a person (the defendant in various legal contexts, debtor, runaway slaves, etc.); *Gestellungsbürgschaft* was used in cases where there was a risk of

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flight.\textsuperscript{33} In the second type of surety agreement, the surety is obligated to pay the debt in the case of a default by the borrower, but does not have a responsibility for ensuring the borrower’s presence.\textsuperscript{34} Numerous terms are used to indicate a surety depending upon whether the surety was enacted when the loan was made or after it was made.\textsuperscript{35}

Klaas Veenhof discusses the parallel responsibilities of the guarantor to the lender in texts from Anatolia. The guarantor is recorded, often by name; the guarantor would also seal the tablet, “as is shown by the presence of his seal impression on a few debt notes still encased in envelopes.”\textsuperscript{36} The guarantor’s obligations are not stated explicitly (as in the proverbs), but are assumed; they may be deduced from “judicial records and letters which show the guarantor had basically two obligations.”\textsuperscript{37} These two obligations were: a) \textit{Gestellungsbürgschaft}, ensuring that the creditor could collect from the debtor, and b) to pay in the case that the debtor did not.\textsuperscript{38} While it cannot be concluded from the evidence that every surety or guarantor had the obligation of \textit{Gestellungsbürgschaft}, “it is


\textsuperscript{34} Westbrook, “The Old Babylonian Period,” 79.

\textsuperscript{35} Westbrook, “The Old Babylonian Period,” 80.


\textsuperscript{37} Veenhof, “The Old Assyrian Period,” 108.

clear that paying for the defaulting debtor was a general liability.”\textsuperscript{39} Both are attested in ancient Near Eastern records.\textsuperscript{40}

These two examples suffice to demonstrate that surety was not just a matter of paying in the event of a default. Rather, two different obligations may have been incumbent upon the surety. The surety might have carried the obligation to ensure the presence of the borrower, in addition to paying in the event of a default. In chapter IV, we will examine cases in which the surety had the responsibility of a straight payment to the lender and cases in which he had a responsibility for the appearance of the borrower.

\textit{Meir Malul on Surety in Ancient Mesopotamia}

Meir Malul’s \textit{Studies in Mesopotamian Legal Symbolism} is an analysis of symbolic ceremonial acts in the ancient Near East, with particular attention to how those acts may have formalized, finalized, or otherwise changed legal rights and obligations.\textsuperscript{41} As we saw in chapter I, exegetes of the proverbs on surety often read a symbolic act reflected in those proverbs; using Malul’s categories and distinctions to analyze for symbolic acts will help us to elucidate the proverbs.\textsuperscript{42} Although it may seem a detour, the method that Malul uses to analyze surety will pay dividends both when we analyze the ancient Near

\textsuperscript{39} Veenhof, “The Old Assyrian Period,” 113.

\textsuperscript{40} For example, Karen Radner, “The Neo-Assyrian Period,” in \textit{Security for Debt in Ancient Near Eastern Law}, 267–269, does not mention \textit{Gestellungsbürgschaft} as a primary obligation of the surety, but seems to think that the surety was only obligated in the event of a default.

\textsuperscript{41} Malul, \textit{Legal Symbolism}.

\textsuperscript{42} A close analysis of the language that seems to reflect a symbolic ceremony (i.e. “striking hands”) in the Proverbs is largely absent in the secondary literature. Above, we observed the assumption that a written remark refers to a symbolic act in the surety proverbs. The phrase \textit{tg’ kp} (the “handshake”) may in fact not be a record of a symbolic legal act. For now, we note it as a possibility not seriously considered in the exegesis of the proverbs (even if it still seems unlikely).
Eastern texts and when we compare them to the biblical texts. We must begin by summarizing the argument that precedes his analysis.

Malul asserts that examples of symbolic acts and of symbolism in legal systems are written contracts with signatures.\(^{43}\) Such contracts and signatures represent or symbolize the obligations of one party to another, while the obligation itself remains abstract (e.g., a contract to purchase a home is not identical to the obligation to purchase the home). Other legal symbols and symbolic acts occur in court procedure (e.g., juries, robes), and marriage ceremonies (e.g., joining hands, rings).\(^{44}\) Legal historians have identified the presence of “symbolic ceremonialism” (execution and validation of a legal contract with “various acts and formal ceremonies”) as an important part of contracts in the historical legal systems. The enactment of a ceremony, in contrast to a spoken or written word (or signature), finalized the contract.\(^{45}\)

Malul suggests that legal relationships are progressively represented in a more abstract manner; historically, legal relationships and obligations were perceived more concretely than they are now. He writes,

Law, as with other aspects of life, could only be understood in concrete, real terms. Thus such modern concepts as ownership were alien to the ancient mind who perceived the relation between a man and his property in terms of possession rather than ownership. The first term emphasizes the physical act of holding something in one’s possession, the most direct expression of which was to lay one’s hand on it, or in the case of land, to actually occupy it. Only one who physically occupies a land or a house is said to “own” it. No wonder, symbolic acts accompanying transfer of property or taking possession of it were based on this principle of actual physical possession of the property. The tendency to


render vivid legal relationships served... the purpose of conveying to the eyes and other senses (hence the term “sensuous element”) the legal change that had occurred. It had to be seen and heard in order to have any effect.\textsuperscript{46}

Symbolic acts were inherently a part of legal systems and were substantially more concrete than the legal symbols in use at present. These acts were necessarily public—observable, and conducted in the presence of witnesses.\textsuperscript{47}

Malul states that (at the time he set out to conduct his study) scholars had addressed symbolic ceremonialism coherently (or at least adequately) in Germanic, Roman, and Greek legal systems; the same was not true of ancient Near Eastern law.\textsuperscript{48} Of previous studies, he concludes, “The notes and remarks [on specific symbolic acts] were haphazard and unsystematic. The discussion and comments on specific symbolic acts were usually secondary to the main theme of the study in question…”\textsuperscript{49} Malul also states that later studies were “partial” or left unfinished, and that they do not offer a comprehensive study of legal symbolism in Mesopotamian law, since they lack a basic orientation toward elucidating the sensuous [Malul seems to mean physio-symbolic] phenomenon in Mesopotamian law in general. A more serious flaw in these studies is the lack of a clear and unified definition of the entity called a “legal symbolic act. Scholars have proceeded upon the assumption that a certain written remark in a document refers to some symbolic act performed by one or both parties without justifying their identification of such remarks as symbolic acts.\textsuperscript{50}

\textsuperscript{46} Malul, \textit{Legal Symbolism}, 4.

\textsuperscript{47} Malul, \textit{Legal Symbolism}, 5.

\textsuperscript{48} Malul, \textit{Legal Symbolism}, 6–7.

\textsuperscript{49} Malul, \textit{Legal Symbolism}, 7.

\textsuperscript{50} Malul, \textit{Legal Symbolism}, 8. Malul also argues that a definition of a symbolic act is needed, since scholars take symbolic acts (such as anointing with oil) so variably. One scholar may see this as “a symbolic act,” and others as a mere “figure of speech,” a “technical expression without performance,” or as “a technical act void of symbolic meaning;” see, \textit{Legal Symbolism}, 8-9. These basic distinctions are entirely missing from the current discussion on the exegesis surety in Proverbs.
The way that scholars could disagree about whether a particular record reflects the historical enactment of a symbolic act becomes increasingly clear as Malul notes the limitations of the source material, which are twofold.

1. The source material for a study of legal symbolism is primarily “private legal documents” (this is essentially the same for the present study, see below, “Ancient Near Eastern Records: An Outline”). There are not documents that are normative for the practice of symbolic ceremonial acts.

2. Scholars do not have direct access to symbolic ceremonial actions. Because symbolic ceremonial acts are enacted, the evidence is by definition secondary; further, the documents may only record the result of an agreement—any narrative context is excluded.

Thus, scholarly discussion of the ceremony that enacts a legal arrangement is inhibited by the limited and secondary set of data.

Malul asserts that it is also important to distinguish legal symbolic acts and the documentary modes of speech that seem to bear witness to them. Legal speech seeming to relate to symbolic acts exists in one of four modes:

1. Allusions to symbolic acts,

2. Allusions to non-symbolic acts,

3. Technical legal expressions, and

51 Malul, Legal Symbolism, 13.

52 Malul, Legal Symbolism, 13, 16. The distinction is between two modes of existence, the “reality” level on which symbolic acts occur and the “literary” level at which scribes recorded their having occurred.
4. Legal figures of speech (which are fixed to some degree). Confusion between these categories may lead to the misinterpretation of some technical legal expression or figure of speech as an allusion to a symbolic act. Significantly, Malul places a number of surety formulas squarely in the fourth category, “legal figures of speech.” Legal figures of speech “express a legal result in figurative symbolic language, but do not allude to any specific act [specifically those] performed on the head or the forehead.” Depending on the outcomes of our planned analysis of other ancient Near Eastern records, this may also bear on the interpretation of the proverbs by elucidating the formula \( tq' kp \).

Malul suggests the following definition for a symbolic act: “A symbolic act is an act or gesture which must be performable and performed, is executed intentionally and solemnly, in an appropriate context, for a limited span of time, and it must symbolize a legal result which differs from its manifest physical result.” This definition and the

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53 Malul, *Legal Symbolism*, 17–20; at 20 he concludes with the remark that “it is evident that the above four ‘modes of expression’ are of two kinds: those referring to some actual acts in real life (nos. 1 and 2), and those which can be called ‘rhetorical,’ in that they are communicative tools relegated to the written or spoken level (nos. 3 and 4).”


55 Malul, *Legal Symbolism*, 20; cf. Malul, *Legal Symbolism*, 20-29, where these common-sense criteria are further explored—we will now provide a punctual paraphrase of Malul’s exposition of them. Specifically, symbolic acts are more than just gestures. Gestures function as a means of communication but do not enact legal change, while symbolic acts are communicative and also enact a legal relationship. A symbolic act must be such that it can be performed; some symbolic language is not performable (breaking someone’s heart). And, even though something like “holding the head” is performable, it probably does not reflect an actual symbolic act. Further, if one takes language as depicting the performance of the act, it must be possible to understand the relationship of the verb to the noun quite literally. On page 23, Malul provides the example of “seizing the father,” which is clearly not a performable symbolic act (contra other classifications of it).

To help tell whether something might qualify as a symbolic act, one must also distinguish the reality of symbolic acts from recorded legal terminology (as we have already mentioned). It is possible that what began as a way of recording a particular symbolic act became, with time, stock legal terminology. Therefore, even seemingly obvious remarks that portray a performable legal act may just be a technical legal expression or legal figure of speech. Malul’s reference to the context of a symbolic act should also be
criteria provided in it will inform our discussion of the various sorts of surety formulas we will soon encounter (see below, especially chapter III).

It seems possible to analyze textual depictions of symbolic ceremonial acts on the basis of morphology (the “form and structure of a symbolic act”), semantics (how does the act differ from its result?), and etymology (“relationship between [the symbolism of the] physical act… and its legal result”).\(^{56}\) It is not possible to analyze the four modes of speech clustered around symbolic acts (allusions to symbolic acts, allusions to non-symbolic acts, technical legal expressions, and legal figures of speech) on all of these levels. Malul asserts that

Legal figures of speech are by definition without performance. They are confined to the written or spoken level, and cannot be understood literally. Therefore, they cannot be subjected to morphological analysis. They resemble symbolic acts in that they have some derived meaning, and thus can be subjected to etymological analysis.\(^{57}\)

This particular point in Malul’s schema for interpreting legal figures of speech is difficult to understand. He rules out analysis of the act by definition (figures of speech are not performed), but seems to allow analysis of the difference between the figure of speech and its performance (etymology)—this is incoherent and probably not what he means to say. Perhaps, though, we can nuance his definition and say instead that a figure of speech can be analyzed on the level of semantics (how does the recorded figure of speech differ from its result), and on the level of etymology (why does the particular figure of speech


\(^{57}\) Malul, *Legal Symbolism*, 34.
symbolize the particular result—what is the symbolic meaning of the figure of speech?). This nuancing makes the category of “etymology” a bit more attuned to the discussion of figures of speech, and we will use them as stated here in our analysis of legal formulas below.

Besides introducing the above important categories and distinctions, Malul carries out an extended analysis of various surety formulas. For the time being we will note that he leads with an outline of the basic features of surety (summarizing earlier studies), and dissects seven surety formulas within the context of his larger study on symbolic ceremonial acts.58 We will further consider his analysis of surety formulas in the ancient Near East in our discussion of the debt and legal records themselves.

Surety in Other Works

At least two works on particular cultures, places, or periods include sections on surety for debt. Edward Lipínski’s volume on the Aramaeans includes a discussion of loans in ancient Aramaic texts and a discussion of the ‘rb pledge and sureties; unfortunately, some of the documents he cites remain unpublished.59 Kevin McGeough’s *Exchange Relationships at Ugarit* is an assessment and refinement of economic models postulated as operant at Ugarit in particular and the ancient Near East more generally; in that work, there is a short section on “Economic Activities Involving Debt and Credit.”60 There, McGeough notes four instances of loan records that list a guarantor.61

Historians of economics often discuss surety as they navigate other subjects (trade and finance, debt and restoration, etc.). Klaas Veenhof, discussing financing and the role of silver in debt markets, elaborates on the role of guarantors in the relevant debt-notes. Cornelia Wunsch has a short discussion of surety formulas in her discussion of private debt records in the Neo-Babylonian period.

A number of other narrowly-focused works also discuss surety. Grant Frame has published on one tablet in the collection of Princeton Seminary, PTS 2061, but includes a lengthy discussion of surety agreements. Muhammed Dandamaev, writing on slavery, has a section on surety and pledges. Dandamaev follows earlier studies by Paul Koschaker, Raymond Dougherty, Mariano San Nicolò, and Herbert Petschow; these works are also often cited by many of the other authors mentioned already. Collectively, they constitute the foundation for later studies of pledge and surety; they are frequently

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cited as early descriptions of *Gestellungsbürgschaft* as the quintessential form of ancient Near Eastern surety.

In short, there is a substantial body of scholarship that has addressed surety for debt in a variety of contexts (legal and economic history especially). While we have not yet traced out the nuances of the presentations of surety for debt in that scholarship, we have noted some of the main distinctions (*Gestellungsbürgschaft* vs. other types of surety) and analytical categories (symbolic ceremonialism). Further attention to the details of these works will be incorporated into our examination of the surety documents themselves.

**Excursus: Is a Comparative Study Possible? Some Problems and a Way Forward**

We return now to the difficulties with a comparative study, in order to establish an unimpeachable method for the comparisons that we later draw. The two problems with the data that we mentioned earlier (i.e., that the records are not representative and not normative) are not the only difficulties. Historically, scholarship has tended to over-emphasize biblical parallels to ancient Near Eastern phenomena.\(^67\) Partly because of this tendency, some scholars have (rightfully) argued for considerably more strictures on comparative studies. The interpreter must first thoroughly examine the biblical evidence.\(^68\) A similarity in itself is not sufficient grounds to justify a study of historical


\(^{68}\) Talmon, “The ‘Comparative Method,’” see especially 356.
influence. For studies that postulate historical influence (direct or indirect) that resulted in an observed similarity, a number of tests must be completed by the researcher before making any comparisons at all. These tests include the test for the “nature and type of connection,” the test for “coincidence versus uniqueness,” and the test for “corroboration.” Each of the three above conditions must be met before one may draw strong conclusions about one of the sources on the basis of the other.

Meeting the conditions for a strong historical comparison are difficult. The temporal and spatial distances between the proverbs and the debt records are significant. This is true regardless of how one dates Proverbs— the span covered by the ancient Near Eastern records ensures that one end of the spectrum or the other will be hundreds of years removed from the proverbs. This gap raises a number of difficulties, especially for the third test, “corroboration.” It would be difficult to prove that the historical conditions over some hundreds or thousands of years were indeed conducive to the flow of

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69 Malul, *The Comparative Method*, 89-112. The reader may benefit from a short summary of Malul’s proposed tests. The first has to do with the kind of access the biblical authors may have had to other material and the question of whether the connection was direct (A – B), mediated (A – C – B), or the result of some other commonality (such as tradition). The second test involves checking for whether a similarity exists because common kinds of things (e.g. telling stories about floods or the search for a wife) involve particular elements because they have to (regardless of culture), or whether that similarity is unique (cannot be explained as the result of a coincidence). In the third test, “corroboration,” the scholar must establish that the right historical conditions existed for exchange between the two cultures under consideration, and for an exchange with respect to the similar phenomena she wants to examine in particular.

The reader will note that we are accepting these “tests” in a seemingly uncritical way. The present work does not permit a full discussion of the array of comparative methodologies, since even a cursory discussion would require at least another chapter and deviate too far from our purposes, namely, to see whether the extra-biblical material can elucidate the proverbs on surety (and how). After a careful reading of Malul’s *The Comparative Method*, this author feels comfortable admitting Malul’s claim(s) that the tests summarized above should in fact be met to satisfy the conditions for a comparative study. The reader who differs should consider again the many observable pitfalls in comparative work mentioned by Malul and Talmon in their assessments of comparative methodology.
influence—particularly with respect to surety—from one culture to another (or from some third source into two in which surety is attested).

It would also be difficult to meet the conditions of the other two tests. The second test requires that one demonstrate that the similarities are not the result of mere coincidence; since surety occurs in legal context across the span of history and requires some contractual obligation of a third party (which was probably solemnized throughout the ancient Near East by some kind of legal-symbolic ceremony), the odds of coincidence are somewhat higher. The test for the nature and type of connection is also challenging. Again, the evidence is gapped far enough temporally and spatially that it would be difficult to establish the right intermediary historical conditions for an exchange.

There is one further difficulty, namely, the problem of comparing incomparables. This concern is also raised by Malul; the critique is particularly relevant to the study at hand.\textsuperscript{70} We are attempting a comparison of a small body of wisdom sayings (that probably cannot be taken as statistically representative of surety in Israel) with a body of other ancient Near Eastern evidence made up mostly of private legal contracts or records (again, not representative). These two sets of evidence are from different genres and separated by time and space (years and miles with magnitudes in the hundreds). Is this a fatal flaw?

\textsuperscript{70} Malul, \textit{The Comparative Method}, 37-38. A particular example he mentions later in the work (p. 69) is Nuzian “wife-sister” contracts that were extrapolated from a small evidential base (a handful of contracts) as evidence for a “wife-sister” legal custom throughout the ancient Near East (wherein the wife was adopted to ensure certain inheritance rights). The problem with this is that a private legal document is just a particular inflection of some kind of agreement, not a representative of some custom—the private legal document is not comparable to a general legal custom.
It is not necessary that this study falter on the grounds of comparing incomparables. It also does not need to fulfill our proposed conditions for inferring a historical link between the ancient Near Eastern sources and the Bible (or *vice versa*, or of the influence of some unknown third source—perhaps an unpreserved law on surety—upon both). A “contextual” comparative approach may be used—one that does not depend upon proving a historical link.\(^7\)

The contextual method takes as given that the Old Testament and the ancient Near East are participants in a shared cultural environment. It is particularly fitting for our study for two reasons. First, the wide attestation of surety arrangements in remarkably similar terms is so massive that the evidence speaks for itself. It is almost brute fact that the practice was known across multiple languages and cultural groups. We have already outlined the documents, but we will observe in the next chapter even more concrete evidence of the attestation of surety throughout the region. Second, the presence of the same mass of evidence reduces the need to depend so much on the tests we have now identified.

The third way in which the contextual method is quite appropriate is related to the second. We are not dealing with just a handful of texts. In the case that there were, say, five or ten attestations of a seeming parallel in the Old Testament and some other ancient Near Eastern culture, it would be far more important to demonstrate in great detail the manner in which these parallel features were connected. In the case of surety, though,

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\(^7\) Malul, *The Comparative Method*, 28-30 and especially note 19. The contextual method takes as given that the Old Testament and ancient Near Eastern sources arise in an at least partially shared cultural environment.
there are hundreds of ancient Near Eastern texts that attest to the practice and more than just one or two biblical texts. The odds of the surety arrangements in the ancient Near East being unrelated given their common vocabulary and thematic links are so low as to make this an untenable position. The other possible explanatory theory (that the surety records are unrelated to one another and to the proverbs) flies in the face of the evidence from the very beginning. On the grounds of the massive attestation of surety arrangements, the unlikelihood of their being unrelated, and the difference between this and other comparative cases, we will rest our argument for a contextual method that assumes a common cultural background and the regular practice of surety throughout the region.

We have already noted the genre problem. However, the distance between the proverbs and the legal records is not unbridgeable. First, the body of evidence, while not entirely representative, is much larger than other cases where the “incomparables” critique is leveled. It is possible to consider them as records of variations upon social or legal customs. The same is true of the proverbs—they represent at the very least some variation upon the institution of surety in Israel. As representation of variations within a

72 The double negative is intentional. If one were to assign probabilities to the Hebrew and Ugaritic roots ṭrb being unrelated, or the use of “striking hands” in the Neo-Assyrian, Aramaic, and Hebrew texts being unrelated, and multiply these (even if the probabilities were rather high), it quickly becomes unlikely that all of these features are unrelated.

73 "True, the Mesopotamian legal documents are private contracts... one, therefore, should not take the frequent variations in clauses attested in various documents as evidence of the existence of certain customs or laws. But equally one may not ignore the fact that these variations are within a certain identifiable framework of some social custom, within which the two parties operated and according to its rules and conventions they contracted their private agreement. Indeed, one should avoid comparing individual private legal documents with the biblical evidence; but there need be no limitation in using for comparison a group of private documents out of which one can glean the accepted legal and social framework, a reflection of which he would then try to find in the Old Testament." See Malul, The Comparative Method, 72-73.
legal framework, the proverbs and ancient Near Eastern records are brought more onto the same level. This also ameliorates the problem of a set of evidence that is not “representative.” The records do not need to be “representative” in the same way that would be required by a statistical study—they may be taken as representative enough in that they reflect particular instantiations of the wider practices of providing and obtaining sureties for obligations.

The contextual approach disarms the potentially defeating critique of separation in time and space. There are limitations to this approach, however. We will not be able to suggest that the very same customs attested in the extra-biblical records asserted influence on the proverbs and draw conclusions on these grounds. They were only part of the same historical stream, within which there were variations. However, given the relative nearness of the proverbs to the ancient Near Eastern records, the comparisons that we can draw will be stronger than those that one could draw when comparing surety in the proverbs to surety in the United States at the present. In short, we may hope to use the ancient Near Eastern records to clarify the meaning of the proverbs, but not in such a way that suggests direct influence of the ancient Near Eastern texts upon the proverbs. We will use the extra-biblical texts mostly as a heuristic and to elucidate some of the grammatical difficulties we discovered in chapter I.

The above methodological considerations mitigate several problems with a comparative study of the Proverbs and ancient Near Eastern lending records. We have already addressed the problem of comparing incomparables. We have also considered whether to argue for historical influence from the ancient Near East into the practice of surety for debt in Israel—this seems difficult, and we will shy away from any such
project. However, an approach that assumes a common cultural background for the Proverbs and ancient Near Eastern texts will allow a comparison of the legal symbolism of surety in Proverbs and extra-biblical records. This will at least allow us to pay attention to similarities and differences in the language with which the sources communicate about surety and to compare the symbolic functions of that language.

In this chapter, we discovered that there are many records pertaining to surety and that they are widely dispersed. The body of scholarship on these records, while somewhat fragmented, is somewhat accessible and seems to have steadily grown. Given this body of scholarship and the existence of records on debt that number into the thousands and the regular (though not ubiquitous) presence of surety in these records, it seems odd that ancient Near Eastern surety agreements have played very little in the interpretation of the proverbs on surety for debt. Armed with an increased knowledge of the ancient records and with what we hope is a suitable methodological toolkit, we will now turn to an examination of the extra-biblical records themselves.
CHAPTER THREE
SELECTED ANCIENT NEAR EASTERN TEXTS

In this chapter we will examine records of surety agreements from across a wide swath of the ancient Near East. This part of our study is not, and indeed cannot be, comprehensive. The primary sources have been published piecemeal (or left unpublished) over the last hundred years or so, and there are simply too many to track down all of them. We hope to assemble in this section a smaller sample of the texts that will showcase a variety of surety formulae. We will engage them directly through transcriptions and translations as far as is possible. After discussing the basic outlines of each text, we will examine them from the angle of symbolic acts and legal symbolism. Under this heading, we will address two questions:

1. Does the surety agreement under discussion reflect a symbolic act? Can the surety arrangement be construed as reflecting a performable legal act?
2. What does the surety agreement symbolize about the relationships of the involved parties (lender, creditor, and surety) to one another?

The chapter will conclude with an overview of its key findings, namely, that surety formulae that may seem to reflect a symbolic act in fact do not, and that the relationships symbolized between the creditor, lender, and debtor are varied.

Old Babylonian Texts

In Old Babylonian, there are a variety of phrases associated with surety. Some examples include: qātātim leqūm (“to take hands”), qaqqadam kullum (“to hold the head”), and qati X nashat (“the hand of X is removed”).¹ We will focus on the first of these forms with

¹ Westbrook, “The Old Babylonian Period,” 79–81. These formulae (especially qātātim leqūm) are often written as Sumerian logograms. See CAD L, 131, 145: šu ba.an.ti = leqūm, “to take,” and šu.dū/dus.a = qātātum, hands. I have indicated these by a standard type-face, with transcribed Akkadian syllabic text in italics.
only passing references to the others, since qātātim leqûm is “the suretyship expression par excellence of the OB period.”

Instances of these phrases are still being discovered in current research; Anne Goddeeris, in her recent *Tablets from Kisurra in the Collections of the British Museum*, has brought to light three previously unpublished contracts that record a surety agreement (Goddeeris 3, 5, and 29). We will examine each of these in an abridged form as there are many lines of irrelevant detail.

<table>
<thead>
<tr>
<th></th>
<th>Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>Goddeeris 5[^1]</td>
<td></td>
</tr>
<tr>
<td>[amount of grain + PN₁]</td>
<td>1-4</td>
</tr>
<tr>
<td>šu ba.an.ti</td>
<td>5</td>
</tr>
<tr>
<td>šu.’dú.a’ A-лу-kum šeš.a.ni</td>
<td></td>
</tr>
<tr>
<td>ĳu En-nam-\textsuperscript{2}EN.Zu</td>
<td></td>
</tr>
<tr>
<td>dumu Štu\textsuperscript{\textdagger}Ni[saba] šu ba.an.ti</td>
<td>9-23</td>
</tr>
</tbody>
</table>

[witnesses and seal]  

Translation: “PN₁ has taken grain… PN₂ and PN₃… take hands.”

This text preserves a barley loan, the surety formula, and witnesses of the agreement. The surety formula is šu.dú.a (qātātim) + PN₂ and PN₃ (guarantors) + šu ba.an.ti (ilqû, 3mp from leqûm). PN₂ and PN₃ “took hands.” Somewhat confusingly, šu ba.an.ti is also used

[^2]: Skaist, *Old Babylonian Loan Contract*, 31-41 for a discussion of the features and distribution of loans of the same type. Skaist, *Old Babylonian Loan Contract*, 37, says that ur₃-ra loans such as these “all… stipulated that interest was to be paid.” Of the two exceptions he cites, one is from Kisurra. Since none of the three loans from Goddeeris stipulate interest, we can add three more exceptions (Goddeeris 3, 5, 29) to Skaist’s for a total of five. According to Skaist, *Old Babylonian Loan Contract*, 39-40, ur₃-ra loans (a sort of grain or barley loan) such as these were outmoded by c. 1860 BCE. Only Goddeeris 5 preserves a date (“the year that ra-mi-im…” but this king’s name appears to be otherwise unattested. On the evidence presented by Skaist, we suggest—with an abundance of caution—that Goddeeris 3, 5, and 29 may be dated earlier than 1870 BCE. The ambitious scholar who would undertake a thorough study of the orthography and persons named in the texts may arrive at a more precise and better-substantiated date.

[^3]: Goddeeris, *Tablets from Kisurra*. “Goddeeris + number” will refer to the numbers that Goddeeris has assigned to the texts in her work, but for the reader’s convenience page numbers are also provided. See also Skaist, *The Old Babylonian Loan Contract*, 31-41 for a discussion of the features and distribution of loans of the same type. Skaist, *Old Babylonian Loan Contract*, 37, says that ur₃-ra loans such as these “all… stipulated that interest was to be paid.” Of the two exceptions he cites, one is from Kisurra. Since none of the three loans from Goddeeris stipulate interest, we can add three more exceptions (Goddeeris 3, 5, 29) to Skaist’s for a total of five. According to Skaist, *Old Babylonian Loan Contract*, 39-40, ur₃-ra loans (a sort of grain or barley loan) such as these were outmoded by c. 1860 BCE. Only Goddeeris 5 preserves a date (“the year that ra-mi-im…” but this king’s name appears to be otherwise unattested. On the evidence presented by Skaist, we suggest—with an abundance of caution—that Goddeeris 3, 5, and 29 may be dated earlier than 1870 BCE. The ambitious scholar who would undertake a thorough study of the orthography and persons named in the texts may arrive at a more precise and better-substantiated date.

to indicate the borrower’s reception of the loan or obligation; the borrower “took” or “received” (*ilqe*, 3ms) the goods—in this case, grain.⁵ Another text preserves a slightly different iteration of the surety arrangement.

<table>
<thead>
<tr>
<th>Goddeeris ³⁶</th>
<th>Line</th>
</tr>
</thead>
<tbody>
<tr>
<td>[amount of grain + PN₁]</td>
<td>1-4</td>
</tr>
<tr>
<td>šu ba.an.ti</td>
<td>5</td>
</tr>
<tr>
<td>’šu’.[dù].a</td>
<td></td>
</tr>
<tr>
<td>Zu-[úr]-zu- ’ru’-um</td>
<td></td>
</tr>
<tr>
<td>[son of PN₃]</td>
<td>9-18</td>
</tr>
<tr>
<td>[witnesses]</td>
<td></td>
</tr>
</tbody>
</table>

Translation: “PN₁ has taken grain… PN₂ [took] hands.”

In this contract, šu ba.an.ti (*ilqe*) occurs just once and indicates merely that the borrower has received the loan. We find nowhere the second, expected occurrence of *leqûm*. This poses an important question: has the verb been elided, or should we read *qātātim + PN₂* as a verbless sentence, “PN₂ is the guarantor”? The astute reader will note that we have already disclosed a preference for the first option in the translation above. There are two reasons for our choice. First, the word order is unexpected for a predicate construction.⁷ Second, there is at least one other case where the verb seems to be elided in a surety agreement.⁸ The formula *qātātim leqûm* was evidently so well-known that the verb could be left out (although this seems the exception rather than the rule).

Another tablet demonstrates the more expected form.

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⁵ This occurrence of *leqûm* is not exceptional, but rather, a standard way to express the borrower’s having received the loan.

⁶ Goddeeris, *Tablets from Kisurra*, 93.


⁸ *CAD* Q, 169; ARM 8 68:1.
This final contract from Kisurra further illustrates the flexibility of surety formulae. In this case, the “hands” belong to the beneficiary of the surety. It is also worth noting that the surety in this case is not attached to a loan agreement. It is entirely free-standing. PN₁ (Iddin-Adad) was under some obligation for which he sought (or was required to seek) a guarantor.

We will examine just one more text and then proceed to a discussion of the surety phrase qātātim leqûm. YOS 14 158 preserves a surety arrangement in which two borrowers seek a surety for a silver loan.

YOS 14 158\(^\text{10}\)  

\begin{align*}
\text{Line} & \quad \text{Goddeeris 29}^9 \\
1 & \quad \text{Line} \\
\text{šu.dù.a} & \quad \text{Line} \\
\text{I-din-} & \quad \text{Line} \\
\text{šu pu.} & \quad \text{Line} \\
\text{šu pu.} & \quad \text{Line} \\
\text{Gu-pa-ni} & \quad \text{Line} \\
\text{šu ba.an.ti} & \quad \text{Line} \\
\text{[witnesses]} & \quad \text{Line} \\
5-15 & \quad \text{Line}
\end{align*}

Translation: “PN₂ has taken the hands of PN₁, the ‘washerman…’”

\(^9\) Goddeeris, Tablets from Kisurra, 111.

\(^{10}\) I have consulted the line drawing of this tablet in YOS 14 as well as CAD Q, 169, where there is a summary translation. The tablet is in Old Babylonian cursive and is difficult to read. The transcription is my own, but I have used the information in CAD as a heuristic. The sign for il on line six is uncertain and although I have indicated il it could just as easily be a variant of īl₅.
In this text, the “hands” are even more clearly those of the debtors, since there is no other masculine plural referent available for the suffix. The borrowers have run away and PN₄ pays back the silver.

A concise summary of the various formulations of the surety phrase in the texts above is as follows:

- šu.dù.a (qātātim) + guarantor(s) + šu ba.an.ti (leqûm)
- šu.dù.a (qātātim) + guarantor(s) (no verb)
- šu.dù.a (qātātim) + debtor + guarantor(s) + šu ba.an.ti (leqûm)
- Guarantor itti (with/from) lender + qā-ta-ti-šu-nu (qātātim + possessive suffix) + il-qē-e-ma (preterite).\(^{11}\)

In all of these cases, the “hands” are the persistent element. The verbal relationship of the guarantor to the lender may be expressed with itti or go unexpressed. The “hands” may be indefinite or distinctly those of the debtor. The verb leqûm may be elided.

Symbolic Acts and Legal Symbolism

Because of the “performability” criteria for symbolic acts given above, the meaning of qātātim leqûm rests on its hands, not the verbal form. If we demonstrate that qātātum should be taken literally as “hands,” then the qātātim leqûm is a performable act.\(^{12}\) However, if the primary meaning of qātātum is “protection,” or “suretyship,” or

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\(^{11}\) Again, we have presented a selection of the variants. For more examples of these and other iterations, see CAD Q, 168-171; AbB 1 101:9, 2 113, 7 75, 9 269; ARM 8 63:1, 8 64:3, 8 68:1; BAP 61; BIN 271; CT 6 32b:10, 8 33a, 48 108, 52 75:5; PBS 8/2 207; UET 5 425; VAS 8 26:14; YOS 2 27:7, 8 28:8, 8 33:7, 8 46:8, 8 49:6, 12 444:4, 13 25:13, 13 273, 14 299:1. The most recent secondary literature is (again) Malul, Legal Symbolism, 219–252; Westbrook, “The Old Babylonian Period,” 79–83; Skaist, The Old Babylonian Loan Contract.

\(^{12}\) Prima facie, it seems to meet most of the other criteria—there are witnesses in the contracts, one can imagine “taking hands” as carried out intentionally and solemnly. The preterite verbal form of our
some other such abstract and secondary meaning, then *qātātim leqûm* is not in fact performable (by virtue of not being *physical* or *gestural*).

Malul argues that given the primarily abstract meaning of “hands” in the other surety formulas, it is likely not to mean “hands” in the formula *qātātim leqûm*.\(^{13}\) The primary meaning of *qātātum* in other surety formulations (with *ṣabātum*, *lapātum*, *erēbum*, or *šuzuzzu*) is quite clearly not literal, but rather abstract. Westbrook, too, assumes an abstract reading of *qātātum* in a number of other contexts.\(^{14}\) Besides these contextual hints, Malul uses a variety of lexical evidence to support an abstract reading of *qātātum*. First, the plural form *qātātum* is not often used with reference to body parts; one finds the dual much more often in such cases.\(^{15}\) Further, the feminine plural “occurs most often in the context of suretyship… one may thus conclude that in the plural form *qātātum* indicates a secondary rather than the primary meaning…”\(^{16}\) It turns out that *qātātim leqûm* actually has no hands; *qātātum* are not hands, but a means of expressing surety. This leads to a further question: why say “hands” at all? What does “hands” indicate about the legal relationships between the surety and the debtor?

For a number of reasons, it seems most likely in these texts that *qātātum* symbolizes power or control; indeed, “hands” are often symbolic of just this.\(^{17}\) In the case


\(^{16}\) Malul, *Legal Symbolism*, 225.

of suretyship in the OB context, we must remember that a common duty of the guarantor was *Gestellungs bürgschaft*, the making available of the primary debtor or obliged party (to pay, appear in court, and so forth). This indicates that the surety was expected to exercise a degree of control over the borrower.

After the institution of a surety agreement, the guarantor is the responsible party. The debtor seems to lose a certain amount of power, especially with respect to his own movements. The guarantor has also received a certain kind of power from the lender. While the lender will recoup her funds, the guarantor now has the right of regress to the debtor in the case that he is obliged to pay on behalf of the debtor; in the case of YOS 14 158 above, the guarantor may “in the town where he sees [the debtors] take the silver from whichever of them is solvent.”

**Old Assyrian Texts**

Klaas Veenhof begins to discuss surety in Old Assyrian by mentioning that “the guarantee has to date not been studied in detail…” This is a hurdle for us insofar as the primary sources have not been as conveniently collated as one might like. However, there is enough evidence for us to know that in Old Assyrian (as in Old Babylonian) there are a variety of means available for expressing surety. Unsurprisingly, the “hands” come up again in this context. There are “many letters and judicial records” that use the phrase

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18 Westbrook, “The Old Babylonian Period,” 81–82; YOS 14 158.

19 Veenhof, “The Old Assyrian Period,” 104.

20 We will not examine AKT 2 31, 3 8; BIN 4 218, 6 123; CCT 3 8; EL 184, 186, 238, 254, 297, 306, 326; KKS 3, 5; KTH 15; O 3684; TC 3 67. On these, see Veenhof, “The Old Assyrian Period,” 113.
qātātim lapātum, “to be registered as a guarantor.” Other surety formulae include izēzum ana (“to stand for” + creditor) and apālum (“to answer for”), but there are comparatively fewer instances of these formulae. We will, once again, focus on the phrases that use qātātum. In the case of Old Assyrian (as in Old Baylonian), it is quite clear that qātātum is being used with the secondary, abstract meaning “guarantor.”

Nearly fifty years ago, Paul Garelli published a tablet from the Musée Postal (Paris) that reflects a pre-existing surety arrangement. The tablet is somewhat unique in that the surety agreement comes partway through correspondence between two individuals.

Garelli MP 1
Line
[other correspondence] 1-26
a-na-ku a-na kaspim ša qā-ta-at
PN₁ a-na PN₂
al-ta-ap-at…
[continues] 30

Translation: “I registered (altapat, Gt stem) for the silver as the guarantor of PN₁ for PN₂.”

The agreement is recorded from the guarantor’s perspective. The relationship of the guarantor to the debtor uses a genitive (the guarantor is the “hands of” the debtor), and the relationship between the guarantor and the lender is annotated with ana (“to” or

21 Veenhof, “The Old Assyrian Period,” 105.


24 Garelli reads al-ta-ap-tū on line 29 but the script is hardly legible for that line’s penultimate and antepenultimate signs such that one could also read al-ta-pa-at kū.babbar. At any rate, this is the only way that I can make sense of it. Veenhof seems to take the same reading since he parses the verb as a Gt first person, see Veenhof, “The Old Assyrian Period,” 105-106.
“for”).\textsuperscript{25} The relationship of the verb to the item owed (\textit{kaspum}) is also expressed with this preposition. Thus, to \textit{lapātum ana kaspim} means to register “for (or as regards) the debt or obligation of [item/amount] as the guarantor of PN.”

Another text, also recorded in the voice of the guarantor, states his obligation in a different manner. There is no verbal form to indicate that the guarantor had registered or been registered. Rather, the guarantor’s role as surety is expressed with a predicate.

\begin{tabular}{ll}
\textbf{BIN 6 109} & \textbf{Line} \\
5 ma.na [kù.babbar a-na P]N & 5 \\
\textit{ha-bu-lá-ti-ma a-na-[ku]} & \\
[qá]-ta-tim & \\
\end{tabular}

Translation: “You owe 5 minas of silver to PN and I am guarantor.”

Here, we have a bare subject and predicate. The obligation of the borrower and the amount are expressed and the guarantor states his obligation in the most concise manner possible.\textsuperscript{26}

Another text records the surety agreement from the perspective of the creditor or some other third party.

\begin{tabular}{ll}
\textbf{AKT 3 59}\textsuperscript{27} & \textbf{Line} \\
a-na ma-la \textit{tup-pi-im} & 15 (reverse 1) \\
\textit{ša i-na-a} & \\
\textit{qá-ta-ti-kà il-tap-tù} & \\
\end{tabular}

[continues]

Translation: “according to the tablet for which your guarantor registered himself.”\textsuperscript{28}

\textsuperscript{25} Veenhof, “The Old Assyrian Period,” 105–106. Veenhof reads, “silver for which 'I had (been registered as D’s G on behalf of C.'”

\textsuperscript{26} Note here the normal word order for the predication (definite subject + predicate), in contrast to Goddeeris 3 above.

\textsuperscript{27} I have consulted Veenhof on lines 16-17.

\textsuperscript{28} See \textit{CAD M}, vol. 1, 144.
In this text, the relationship of the surety to the guarantor is also expressed with the shorthand possessive “your guarantor.”

Symbolic Acts and Legal Symbolism

The verb *lapā tum* occurs in these and other surety texts with the meaning “to register,” or “to be registered.” It is not gestural in any way, and thus does not meet our criteria for a symbolic act. There is no element of ceremonial symbolism to be explored here. The unique elements of which one should take note are: a) the genitive or possessive relationship between the surety and the debtor, and b) the use of the preposition *ana* for both the relationship of the surety to the debtor and the creditor. As concerns the relationship between the creditor, debtor, and surety, the genitival relationship between the surety and the debtor seems to indicate that the benefit of the surety operated on behalf of the debtor. The preposition *ana*, however, when used with reference to the creditor, seems to indicate that the surety benefitted the lender as well.

**Neo-Assyrian Texts**

There are close to seventy Neo-Assyrian texts on surety.\(^{29}\) The title *bēl qātāte* is well-attested, but *qātātim maḥaṣum* is also in use; there are seven instances of this second phrase, upon which we will focus our study.\(^ {30}\) Three are from Nimrud and four are from

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\(^{30}\) Radner, *Die Neuassyrischen Privatrechtsurkunden*, 363. We will rely upon Radner’s transliterations, which may be found in *Die Neuassyrischen Privatrechtsurkunden*, pages 363-368. Names have been abbreviated. I wish to thank Dr. Radner for providing further comments about the morphology and grammar of the surety phrase (private correspondence, March 2015), especially the forms of *maḥaṣum*.\(\)
Assur; we will examine four of these (three from Nimrud then one from Assur). As with other dialects, the surety formula is somewhat flexible. The first text we will examine preserves a longer version, but it is abbreviated in others.

CTN 3 8

<table>
<thead>
<tr>
<th>Line</th>
<th>PN 1 šu.2.meš ša PN 2 šu.2.meš PN 3 it-ta-ḥa-āš</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>[records that PN 1 was released…] 4f</td>
</tr>
</tbody>
</table>

Translation: “PN 1 has struck the hands of PN 2 [from] the hands of PN 3.”

The lengthy formula in this text is surety + qāṭātim ša + debtor + qāṭātim ša + lender + maḥaṣum. No loan obligation is present. The debtor was, upon the involvement of the guarantor, released from the custody of the creditor. Other texts reflect that the guarantor’s name may be repositioned.

CTN 3 9

<table>
<thead>
<tr>
<th>Line</th>
<th>šu.2.meš ša PN 1 dumu PN 2 PN 3 dumu PN 4 šu.2 PN 5 lú.gal kur i-ta-ḥa-ṣa… 32</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>[continues] 5</td>
</tr>
</tbody>
</table>

Translation: “PN 3, son of PN 4, struck the hands of PN 1, son of PN 2, [from] the hands of PN 5 [PN 5’s title].”

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mentioned below, and for directing me to Jaako Hämeen-Anttila, A Sketch of Neo-Assyrian Grammar (see below).

31 In Neo-Assyrian, the m of several roots assimilates to an infixed t or to the second root of the consonant. The infixed t is not reflexive as one might expect; reflexive stems are indicated with the double tt. The form itaḥaṣ may be normalized itaḥaṣ (from imtaḥaṣ) and is a perfect form. See Jaako Hämeen-Anttila, A Sketch of Neo-Assyrian Grammar, State Archives of Assyria Studies 13 (Helsinki: Neo-Assyrian Text Corpus Project, 2000), 18–19, 88–90.

32 Radner transcribes ha instead of the expected ḫa.
The guarantor’s name is in the middle, but the formula is largely the same: \( qātātim ša + \)
debtor + guarantor + \( qātātim ša + \) lender + maḫāṣum.

Another text specifies very clearly the responsibility of the guarantor and elides
mention of the debtor in the surety arrangement.

<table>
<thead>
<tr>
<th>ND 3443</th>
<th>Line</th>
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</thead>
<tbody>
<tr>
<td>PN1 ana ši-[i]b-ti</td>
<td>1</td>
</tr>
<tr>
<td>PN2 šu.2</td>
<td></td>
</tr>
<tr>
<td>ša PN3</td>
<td></td>
</tr>
<tr>
<td>i-ḫa-šu-u-ni</td>
<td>5</td>
</tr>
<tr>
<td>PN4</td>
<td></td>
</tr>
<tr>
<td>mi-šu ša PN1</td>
<td></td>
</tr>
<tr>
<td>dumu PN5</td>
<td></td>
</tr>
<tr>
<td>PN2 i-ša-bat-si</td>
<td></td>
</tr>
<tr>
<td>[PN2 responsible for death/flight]</td>
<td>10</td>
</tr>
<tr>
<td>[date, PN3 not further involved]</td>
<td>11-19</td>
</tr>
</tbody>
</table>

Translation: “PN1 is for capture. PN2 struck the hand(š?) of PN3. PN2 has seized
PN4, the wife of PN1…”

This surety arrangement seems to be bilateral—the debtor is not mentioned as involved in
its formulation. Since the tablet goes to extra lengths to clarify that the guarantor is
responsible for the death and flight of the lender and that the debtor is “for capture,” we
may conclude that the debtor was absent at least when the tablet was recorded, and
probably that the debtor did not need to be present for a guarantor and lender to enter into
an arrangement. In this case, the formula is simply: guarantor + \( qātātim ša + \) lender +
maḫāṣum.

One last text provides evidence of another variation in which the lender is not
mentioned in the surety formula.

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33 See Hämeen-Anttila, Neo-Assyrian Grammar, 112–113. \( i-ḫa-šu-u-ni \) is another instance of the
assimilation of \( m \) to the second radical \( ḥ \). The form may be normalized \( iḥḥaṣūni \) (perfect) with the addition
of the subjunctive ending, which marks the end of a subordinate clause.
This text names three debtors and the formula is: \( qātātim ša + \text{debtor(s)} + \text{guarantor} + maḫāsum \). The lender is mentioned only insofar as the agreement clarifies the guarantor’s continuing obligation to the lender (i.e., the return of the debtors).

Symbolic Acts and Legal Symbolism

Radner thinks that the Neo-Assyrian texts do allude to symbolic acts. She argues that the Old Babylonian texts (which we saw above mostly do not reflect a symbolic act) are not analogous to the Neo-Assyrian texts. Meir Malul’s position is that the Neo-Assyrian texts, too, do not reflect symbolic acts, but Radner argues that the nearest cognate for the Neo-Assyrian surety phrase is the Middle Babylonian \( pūta maḫāsum \) (“to strike the forehead”) which Malul does take as reflecting a symbolic ceremonial act.\(^{34}\) Since the nearest cognate represents a symbolic act, the Neo-Assyrian texts do too. However, the only evidence she cites to support this conclusion is the Middle Babylonian phrase and Malul’s analysis of it.

The evidence does not seem strong enough to support Radner’s position that the Neo-Assyrian surety formula \( qātātim maḫāsum \) reflects a symbolic act. First, despite the seeming nearness of the \( pūta maḫāsum \) and \( qātātim maḫāsum \), the Neo-Assyrian texts,

\(^{34}\) Radner, *Die Neuassyrischen Privatrechtsurkunden*, 362–363.
like the Old Babylonian and Old Assyrian texts, also use *qātātum* in the plural with a secondary, abstract meaning. This is especially the case in the well-attested phrase *bēl qātātim* (lit., “owner/master of hands”). If a secondary meaning of *qātātum* is intended in the texts, then the Neo-Assyrian phrase cannot reflect a symbolic act since it is, like the Old Babylonian phrase, not performable.

Additionally, one can make the argument—on the grounds of the flexibility in the surety formula—that any symbolic act to which the Neo-Assyrian texts do allude would be hopelessly ambiguous and thus cannot reflect a symbolic ceremonial act. If *qātātim maḥašum* alludes to a symbolic act, then the guarantor carried out the same act to or with both the lender and the debtor. (In ND 3443 the guarantor strikes the hand of the lender, but in CTN 39 the guarantor strikes the hand of the borrower.) This means that the symbolic act set up the same kind of legal arrangement between the guarantor and the lender as it did between the guarantor and the debtor. Radner does not indicate that this is so in her translation. Instead, she consistently uses the ambiguous “PN has guaranteed” regardless of whether the guarantor has struck the hands of the lender or the debtor.35

Our criteria for a symbolic act demand that that act also be performed in the presence of witnesses. However, only one of the Neo-Assyrian texts that uses *qātātim maḥašum* indicates the presence of witnesses (AO 4515 = TCL 9 62). The absence of witnesses in the other texts does not mean that they were not there—this would be an argument from silence. Nonetheless, it is a conspicuous absence. The presence of witnesses in AO 4515 demonstrates that the practice of recording witnesses was

35 Radner, *Die Neuassyrischen Privatrechtsurkunden*, 363–367. The word she consistently uses to translate “striking hands” is “gebürgt.”
sometimes in use. While it is possible that the scribe did not record witnesses due to a lack of time, or space on the tablet, or other external factors, it is surprising given the gravity of the surety agreement. This is not the strongest argument against qātātim maḥaṣum as a symbolic act, but it is evidence nonetheless.

Finally, the phrase qātātim maḥaṣum stumbles upon the criteria of performability in yet another way, especially in cases when both the lender and the debtor are mentioned. One must take CTN 3 8 (the text Radner cites as having the fullest preservation of the surety formula) as recording that the guarantor struck the hands of both the debtor and the creditor. If this is the case, the text indicates that there are four hands involved—the hands of the debtor and the hands of the creditor are plural in form. So, are we to take it that the guarantor somehow strikes all four hands? Would the creditor and the lender hold hands until the surety struck their hands apart? Or, would the surety strike all four hands in turn? Both seem awkward. Furthermore, it is curious—especially if the lender held the debtor in custody—that the ceremony would involve both the lender and the debtor.

No, it seems better to take qātātum as something like “involvement” in both cases. This dispels the difficulties with the ambiguity of the surety formula. The guarantor can strike (probably in the sense of removing) the qātātum of either the creditor or the debtor in the arrangement, intervening in their pre-existing arrangement by distancing them from each other. The surety arrangement’s inherent for-the-benefit-of is demonstrably relevant to the creditor, or to the debtor, or to both. Because the surety is a third party, his entrance into the arrangement can help the creditor mitigate the risks of an undesirable situation (in ND 3443, what appears to be the flight of PN₁, the debtor). Also
in ND 3443, the surety takes upon himself liability even for the death or flight of PN₁ or his wife (it is not clear which). Risk mitigation was known in the ancient world, too! But, the involvement of the surety also engenders a certain amount of benefit for the primary debtor, for the debtor may be released from custody (CTN 3 8).

In the Neo-Assyrian surety agreements, then, the phrase qātātim maḫaštum does not reflect a symbolic act. It is probably a legal figure of speech and means something like “to remove the involvement of.” It may be used with reference to either the lender or the debtor, since both benefit in some way from the involvement of the surety.

**Ugaritic Texts**

There are several texts from Ugarit that mention a guarantor; of these, Kevin McGeough cites the three that we will address most directly. They are simple lists of guarantors: *KTU* 4.347 (= 3.20), 4.634, and 4.699 (= 3.26).³⁶ *KTU* 4.634 is broken at the beginning of most lines but appears to read as a list of guarantors, repeating PN + ʿrb five times. The tablet preserves nothing other than this guarantee formula on every line, so it is difficult to tell whether there were multiple unique guarantors for a single loan or whether they are each responsible for different loans. The reading of this text remains highly tenuous because of its condition—its value is primarily in attesting to the practice of guarantee at Ugarit. *KTU* 4.699 is also quite damaged. McGeough thinks that it “is a record of silver debts on (ʿl) certain people, and a record of guarantors (ʿrb).”³⁷ This is probably correct.

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since the phrase *ksp ʿl* appears (with minimal reconstruction) on three lines. The noun (*ʿrbn*) also appears in the text.

Helpfully, *KTU* 4.347 is not as broken as *KTU* 4.634 and *KTU* 4.699. It is a list of guarantors and what appear to be debtors—since the tablet comes from the palace archives, we can probably operate on the assumption that the palace was the primary creditor for these loans or obligations.⁵⁸

```
KTU 4.347³⁹
rišym . dt . 'rb
b . bnšhm
gmry . w . ptpt . 'rb
b . yrm
ily . w . gmry . 'rb
b . tb'm
ydn . bn . ilrpi
w . tb'm . 'rb . b . '[d]n
gmry . bn . yrm
'rb . b . ad'y
```

Translation: PN₁ guaranteed for PN₂. PN₃ and PN₄ guaranteed for PN₅. PN₆ and PN₇ guaranteed for PN₈. PN₉ son of PN₉ and PN₇ guaranteed for PN₁₀. PN₃ son of PN₅ guaranteed for PN₁₁.

Some names (*gmry*, *yrm*, *tb'm* = PN₃, PN₅, and PN₇) appear more than once. Two appear to be related (line 9, *gmry binu yrm* = PN₃ son of PN₅). If this is so, then PN₃ seems to have gone surety for his father, PN₅ (line 3-4). However, before reaching this conclusion we must consider the way in which surety is formulated in Ugaritic.

³⁸ On the role of the palace at Ugarit, see Kevin McGeough, “Ugaritic Commercial Practices,” in *A Common Cultural Heritage: Studies on Mesopotamia and the Biblical World in Honor of Barry L. Eichler*, ed. Grant Frame et al., AOAT 227 (Bethesda, MD: CDL Press, 2011), 65–76; McGeough, *Exchange Relationships at Ugarit*. On McGeough’s view, the palace was not the only creditor but one of the three most important economic actors at Ugarit.

³⁹ *KTU* 4.347 names many persons; I have abbreviated them in the following manner.
In *KTU* 4.347, the beneficiary of the guarantee (the debtor) is indicated by the formula \( b + \text{PN} \).\(^{40}\) The surety was given to the *advantage or benefit* of the preposition’s object, the debtor. We must very briefly discuss the vocalization of ʿ*

While ʿ*

\ should be understood as a verb. We have several reasons for taking this position. There is a more concretized non-verbal form available (ʿ*

\) that is attested in other texts.\(^{41}\) This non-verbal form and the verbal form appear together in another text, which reads *spr ʿrbnm dt ʿrb* (“document of guarantors who guarantee…”)\(^{42}\) This demonstrates an awareness of the variants and the ability to select among them rather than default to the participle when a subject is required. Finally, at least three texts besides *KTU* 4.347 preserve the formula ʿ*

\; because of the manner in which Ugaritic prepositions function, the only possible meaning for the phrase in most contexts is “to guarantee.”\(^{43}\) However, since the basic meaning of the word ʿ*

\ is “to enter,” we should consider it from the standpoint of legal symbolism to see whether it not only denotes a surety but also alludes to a symbolic act.

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\(^{40}\) If the creditor is the palace, then \( b + \text{PN} \) cannot mean the creditor. A similar use is attested elsewhere; see Pardee, “The Ugaritic Text 2106:10-18: A Bottomry Loan?,” 614 for the text and discussion.

\(^{41}\) *KTU* 4.699:3; Pardee, “The Ugaritic Text 2106:10-18: A Bottomry Loan?,” 614.


\(^{43}\) Pardee, “The Ugaritic Text 2106:10-18: A Bottomry Loan?,” 614–615. Pardee argues that the Ugaritic prepositions are only ambiguous insofar as we are unable to reconstruct their meaning in context. The surety formula always expresses a guarantee “for,” with one possible exception. It is possible in a single case to read the object of the preposition not as the beneficiary of the surety but as the obligation guaranteed, that is, the particular duty the surety guaranteed the obliged would fulfill.
Symbolic Acts and Legal Symbolism

The surety is encoded in a phrase that is at first ambiguous as concerns its mode of speech. Because ‘rb + b can mean either “to enter in/from” or “to guarantee (on behalf of),” it could be either an allusion to a symbolic act or a legal figure of speech. However, the evidence seems to weigh in favor of a legal figure of speech, especially when a person follows as the object of the preposition. The primary evidence for taking ‘rb + b as a legal figure of speech is the awkwardness of the construction with the preposition. It is not at all clear how the surety might “enter from/in” the debtor in a manner that fulfills the conditions we have provided for a symbolic ceremonial act. Because of this, it is best to take ‘rb + b as a legal figure of speech, nothing more.

We will conclude this examination of Ugaritic surety texts by returning to the question of familial relationships in sureties. If the names repeated in KTU 4.347 do indeed refer to the same persons, then we have observed at least one case in which the surety guarantees the obligation of a family member. Let this be noted—we will raise the question of family ties in surety relationships at the conclusion of this chapter.

Aramaic Texts

We have consulted only three Aramaic contracts from the ancient Near East that witness a surety arrangement. They remain unpublished, and as such our study of these documents will rely upon secondary literature; fortunately, an article published by Lipinski has transliterations of the texts.\textsuperscript{44} They are from in or around Gozan (Tell Halaf)

\textsuperscript{44} Lipinski, “Old Aramaic Contracts of Guarantee.” Lipinski planned to publish the texts in D. Homès-Fredericq, Paul Garelli, and Edward Lipinski, Archives D’un Centre Provincial de l’Empire Assyrien, Documents du Proche-Orient ancien 2. See Lipinski, “Old Aramaic Contracts of Guarantee,” 39, note 1. However, the volume by Homès-Fredericq, Garelli, and Lipinski appears to be cancelled. Secondary literature that mentions surety in Aramaic contracts relies upon the same article we use in this section.
and Harran (both near the border between Turkey and Syria), and most likely date to the early seventh century BCE. We will consider the two better-preserved texts, following Lipínski’s transliteration and translation.

**O 3670**

<table>
<thead>
<tr>
<th>Line</th>
</tr>
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<tbody>
<tr>
<td>1</td>
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<td>2</td>
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<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
</tr>
<tr>
<td>5</td>
</tr>
</tbody>
</table>

\[š ’rn ʿl rpʾn\]
\[wšyr 10 b 10+3+2\]
\[whדy mhʾ yd\]
\[š ʿryʾ hšhl\]
\[šhd(n h)lrn\]
\[wnny\]
\[whšdn 7\]

Translation: Barley for PN₁ and PN₂. PN₃ struck [the] hand. He delivered the barley. Witness[es]: PN₄ and PN₅, and seven reapers.

**O 3658**

<table>
<thead>
<tr>
<th>Line</th>
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<tbody>
<tr>
<td>1</td>
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<td>2</td>
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<td>3</td>
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<td>4</td>
</tr>
<tr>
<td>5</td>
</tr>
</tbody>
</table>

\[š ’rn 3 zph\]
\[zy hrn ʿl\]
\[bty w ʿl hгny\]
\[bršmš\]
\[mhʾ yd\]

Translation: 3 homers of barley, a loan of PN₁ for PN₂ and PN₃. PN₄ struck [the] hand.

There are at least two more tablets that attest to a surety agreement. One is published in André Lemaire, *Nouvelles Tablettes Araméennes*, Ecole Pratique des Hautes Études, Sciences Historiques et Philologiques 2 (Geneva: Droz, 2001), but I have not been able to gain access to that volume. The other is mentioned in passing by Lipínski in “Old Aramaic Contracts of Guarantee,” 40.


46 I have slightly modified the translation of the first text to smooth it out, but the transliterations remain exactly as they are given in Lipínski, “Old Aramaic Contracts of Guarantee,” 40-41. The texts are unpublished but we will use the designation O + number as does Lipínski.

47 The “seven reapers” clause may not indicate witnesses, but labor supplied by one of the involved parties. See Lipínski, “Old Aramaic Contracts of Guarantee,” 41.

48 The back of the tablet indicates witnesses but is illegible. See Lipínski, “Old Aramaic Contracts of Guarantee,” 41.
Both of the loans appear to be small subsistence loans of one kind or another—the barley may be for sowing or perhaps also for food. However, since the barley would be repaid with barley in O 3670, it seems more likely that this was a loan for sowing as Lipínski suggests. Rather than repeating his discussion about the identity of the involved parties and other nuances, we will move on to an analysis of the surety.

In these texts, the surety is indicated with the phrase *mḥʾ yd*. This form may be a G-stem 3ms, as we have indicated in the translations above.\(^49\) In both cases, the subject is some masculine singular third party. We have also indicated the definite article for *yd* in brackets. Lipínski takes this noun as definite in both cases, but it is actually ambiguous in the texts.

The surety is thus expressed with the formula PN + *mḥʾ* + *yd*. In other words, the surety is related to the verb “to strike” as the subject, and the “hand” is the object. It is unclear how the hand is related to the subject—there is no indication in the syntax of whether the hand might belong to the creditor, debtor, or surety. This uncertainty should be born in mind despite Lipínski’s assertion that “the surety’s undertaking is described as given verbally and accompanied not by a handshake but by a strike of the creditor’s hand in order to show agreement and to signify the assumption of an obligation.”\(^50\) Striking a hand is, for Lipínski, a symbolic legal act. However, it is not at all clear which party struck a hand and to whom that hand belonged. Otherwise, there is nothing particularly

\(^{49}\) Although it may be possible to argue that one could also read the verbal form as a participle, “[Bar-Šamaš or Ḫaddiy] is one who strikes a hand,” this seems more cumbersome.

noteworthy about the surety formulations in these texts. They are short and to the point—the sort of contract for which one can only wish today!

Symbolic Acts and Legal Symbolism

It is unclear whether one ought to categorize the Aramaic phrase “to strike a hand” as an allusion to a symbolic act, a technical legal expression, or as a legal figure of speech. As it stands, the strike of a hand in the Aramaic contracts fulfills all of the tests that Malul proposes for symbolic ceremonial acts. It is performable and of a limited duration. Striking hands could be carried out with intention or purpose. It may have been performed before witnesses (on the assumption that the witnesses named in the texts would have seen it). The legal result (obligation of the surety to the creditor) differs from the temporary physical result (contact between hands).

However, we noted above that there is ambiguity in the phrase. It could just as easily be a legal figure of speech used to describe the relationship between the various parties: surety, creditor, and debtor. Given the very limited corpus of texts available, this ambiguity should persist. There is simply not enough evidence to follow Lipiński and conclude that “striking hands” in the Aramaic texts is an allusion to a symbolic act rather than a legal figure of speech.

The relationship of the three parties to one another is also unclear. The surety is formulated as “PN struck the hand,” without the helpful prepositions or genitival relationships that we have observed before. This statement of the guarantee having been enacted is rather bald—the texts are not interested in portraying whom the surety was for so much as that a surety arrangement had obtained.
Surety and Legal Symbolism in Ancient Near Eastern Texts: A Summary

It is now possible to briefly summarize some of our findings about surety formulae. We will first consider the matter of symbolic acts in the texts, and then the varied relationships between the parties involved.

Symbolic Acts

The evidence that we have examined in this chapter supports the following conclusion: a large proportion of texts that seem to preserve ceremonial symbolic acts do not actually allude to such acts. Because of the requirements imposed by a responsible definition of a ceremonial act, many of the surety formulae falter at the very first criteria—performability. In our examination of the Old Babylonian texts, we came to the conclusion that the rather literal reading of “hands” as “hands” does not meet the meaning of that word as it is used in the Old Babylonian surety texts. In that case, “hands” is a concretized abstract form meaning “guarantor,” and carries a nuance of control or authority. The guarantor is called the “hands” partly because of his ability (and responsibility) to control the movement of the debtor.

Likewise, in the Neo-Assyrian texts, the phrase “to strike hands” seems to call for an abstract meaning of “hands,” this time with the nuance of involvement. The variability in the object (debtor’s hands or creditor’s hands) of maḫašum in the Neo-Assyrian texts makes it impossible that the symbolic act indicated just one thing, such as the removal of the debtor from the lender’s power. Between the seemingly abstract meaning of “hands” and the variability of the surety formula, we concluded that the Neo-Assyrian texts are more likely to reflect a legal figure of speech.
In other cases, what is preserved as a surety formula cannot be an allusion to a symbolic act because the verbs cannot be performed in the sense required for symbolic acts. This is the case for both the Old Assyrian “to register as guarantor” and the Ugaritic “to enter in/from.” The Old Assyrian formula is not performable. The Ugaritic phrase, too, does not indicate a performable act because the ?rb + b can have either the meaning “to guarantee for” of “to enter in/from,” but not both.\(^51\) Even when the verb is performable the text may be ambiguous. In the case of the Aramaic surety texts, the mode of speech of the surety formula is ambiguous. Even though it might be possible to read them as an allusion to a symbolic legal act, this is not certain. The phrase could just as easily be a legal figure of speech.

Legal Symbolism

We also examined the ancient Near Eastern texts from the angle of legal symbolism—what do the texts represent symbolically about the relationship between the three parties: lender, debtor, and surety? If we can say anything about this, it is that the relationships expressed by the surety formulae are quite diverse. We found that the relationship of the surety to the debtor in the Old Babylonian texts is one of control (or presumed control). This is partly because of the expectation in many ancient Near Eastern sources that the surety would be able to make the debtor (or criminal, or slave, etc.) available to pay their debt or fulfill their obligation. The use of “hands” as a stand-in for “surety” or “guarantor” may reflect the early awareness that the surety took some power

\(^51\) Again, a symbolic ceremonial act would require that the preposition carry both meanings simultaneously, since the debtor’s name follows the preposition. Pardee’s argument (see above) is that the prepositions are only ambiguous insofar as we are unable to discern their meaning in a particular context. In other words, the prepositions are ambiguous to learners of the language but not to its speakers or scribes.
over the debtor. In both the Old Assyrian and Neo-Assyrian texts, the surety relationship is portrayed as one that benefits both the surety and the debtor. The debtor is released, and the surety unloads some of the risk of his relationship with the debtor. In the Ugaritic texts, the surety benefits the debtor (these are so fragmentary, though, that this premise is only tenuous).

We have now surveyed surety texts from across the ancient Near East that date from around 1870 BCE to around 600 BCE. These texts show a great deal of diversity in vocabulary and syntax, symbolic ceremonial acts, and the symbolic relationships of the parties to one another. The above survey was not exhaustive, but it does constitute a wide enough platform from which to launch our comparative study of Proverbs, the subject of the next chapter.
CHAPTER FOUR
A CLOSER READING OF THE PROVERBS

In the preceding chapters, we examined the proverbs on surety for debt and the main features of commentary on those proverbs. We surveyed the ancient Near Eastern texts and established the methodological framework for our comparative work. We examined some of the ancient Near Eastern texts, and the task of this final chapter is to re-read the proverbs with reference to them.

We will also revisit our methodological framework. Since we now have more details available, we will briefly argue that it may be possible to use the more stringent historical comparative method with the proverbs and ancient Near Eastern records. Nonetheless, most of the conclusions that we will reach about the proverbs are independent of a successful argument for a historical link between them and the ancient Near Eastern sources. The contextual method that we set out in chapter II, and the use the extra-biblical texts as a heuristic, will support most of our conclusions.

We will analyze the proverbs on surety for debt with the same lenses that we employed above for the ancient Near Eastern texts. That is, we will consider both whether the proverbs do indeed reflect a symbolic act and the legal symbolism that underlies that act. We will argue that the proverbs do not reflect a symbolic act, or at very least that they cannot be so read if one wishes to avoid speculation. However, we can still parse out legal symbolism in the figure of speech with which we are left. Along the way, we will deal again with one of the earliest difficulties that we encountered in the commentary tradition—the identity of the parties in the surety proverbs.
In the final stage of this chapter, we will return to the five problems or open questions that we identified in the first chapter. These are:

1. What is the motivation of the surety?
2. What is the mechanism of the surety? For what is the surety actually responsible?
3. How was the surety enacted? Should we take the verbs ʿārab and tāqaʿ as synonyms in the context of security for debt?
4. What is the basic structure of the surety agreement? Who holds what kind of power over whom?
5. A lack of reference to extra-biblical evidence.

The evidence that we have discovered does not evenly bear on these issues. It is more helpful on questions two through five than it is for the first one.

The Comparative Value of the Ancient Near Eastern Records

Above, we stated that our conclusions would not depend upon our proof of a historical link between the proverbs and the ancient Near Eastern texts. Rather, the ancient Near Eastern texts are helpful in a contextual methodological framework. The contextual method suggests that the wider ancient Near East and the Old Testament shared, at least to some degree, a common cultural environment. As long as we properly understand the sub-context (as much as is possible) of the ancient Near Eastern texts and the biblical text, it is possible to compare them to one another. We do not need to prove the historical link to do this because evidence of the practice of surety is sufficiently massive and well-distributed in time and space.

Since we have now more closely examined the ancient Near Eastern sources, a more detailed assessment of their comparative value is possible. We will still not suggest that Proverbs is influenced directly by these texts, but instead that it and the other sources are both heirs to a common tradition. We stated earlier that it would be difficult to fulfill the tests for the “nature and type of connection” and “coincidence versus uniqueness.”
However, we will now present in summary the argument that this is indeed possible; we present the argument now only to support minor points of our conclusion. If the reader finds it unconvincing or distracting, it may be skipped over or discarded without harm to our argument as a whole.

The Question of a Historical Connection

One of the tests we identified above was the test for coincidence versus uniqueness. We made the argument that coincidence is unlikely; we will now make the argument that the similarities between the sources are sufficiently unique as to infer some sort of historical link.

One of the features that we observed above is that in Old Assyrian, Neo-Assyrian, Aramaic, and Hebrew texts, some variation upon the phrase “striking hands” or “taking hands” is in use. Other Semitic languages demonstrate the ability to use other phrases to denote a surety, so the occurrence of this phrase is quite unique. Additionally, the root ‘rb is attested in both Ugaritic and Hebrew. Although it seems possible that this is a coincidence, it is not likely to be so given that the word is used with the same meaning.

If the similarities are not coincidental, then what of the nature and type of connection between the sources? In the case of the sources that we have discovered, it is not at all likely that the biblical authors (or the sages) were reading the same records that we presented above, or even other records like them. It is difficult to imagine a plausible case in which the loan documents themselves and the Hebrew Bible are in direct contact. What is plausible is that some shared tradition (or some presently undiscovered legal source) was the cause of the similarities between the biblical texts and ancient Near Eastern texts.
We must also consider the way in which this shared tradition might have spread. Both the biblical and ancient Near Eastern records indicate trade across ethnic and political boundaries (this is so well attested that we will not adduce any evidence here). It seems entirely plausible that international trade would have resulted in the spread of a tradition about surety. Additionally, it is clear that one of the Semitic roots in which we have been interested (ʿrb) was comprehensible across language groups.¹

On the evidence now briefly presented, we suggest that there is a historical connection between the proverbs on surety for debt and the ancient Near Eastern sources. Positing such a link will allow us to reach conclusions that the contextual method alone does not allow. Again, very few of our conclusions depend on such a link; these we will indicate clearly for the reader.

**Symbolic Acts and Legal Symbolism**

In this section, we will revisit the question of whether the proverbs reflect a symbolic act and what their language might symbolize about the relationships of the parties to one another. Our trajectory in this section will take us past or through some of the difficulties that we identified in the first chapter.

¹ See 2 Kings 18:13-37; Isa 36:1-22. These texts record the same story of the Assyrian siege of Jerusalem. Presumably, one of the Assyrians is bi-lingual and uses the Hebrew word ʿārab (in that context “to make a deal”) as he speaks to the Jerusalemites. The dialogue suggests international exchange near the later boundary date for our ancient Near Eastern sources (600’s BCE).
Symbolic Acts

The consensus of the commentaries is that Prov 6:1 reflects a symbolic act, as do the other proverbs on surety for debt.\(^2\) We will argue that this reading is not nearly as certain as it has been made out to be. The commentaries assume that what appears to be an allusion to a symbolic act is in fact an allusion to a symbolic act. There are, in fact, two possible modes of speech for the phrase “striking hands” in the proverbs. The ancient Near Eastern texts indicate that we are equally likely to find a legal figure of speech instead of an allusion to a symbolic act. When examined more closely and subjected to the criteria that we established above, tāqaʾ kap in the proverbs on surety is better read as a legal figure of speech. Reading the phrase tāqaʾ kap as a symbolic act in fact requires speculation about several of its necessary elements.

If the same tradition influenced the proverbs and the ancient Near Eastern texts, it is much less likely that the proverbs on surety for debt reflect a symbolic act. In the texts we examined above, qāṭātum ("hands") was found to most often have a secondary, abstract meaning in the context of surety agreements. “Striking hands” or “taking hands” meant removing the power or involvement of a party. The question, of course, is whether the internal biblical evidence supports this reading. If the biblical texts suggest a secondary, abstract meaning for “hand(s),” then we must conclude that “striking hands” in the biblical text is not reflective of a symbolic act. However, if “hands” in the primary sense is meant, then the proverbs may reflect a symbolic act but will also have to meet the other criteria we established above. We will re-examine the biblical evidence on its

\(^2\) We should again remember the distinction between the “reality” level in which symbolic acts occur and the “literary” level in which they are reflected.
own terms; the argument that we will make in the following section is not dependent on our earlier argument for a historical connection.

Whether we can read tāqaʾ kap as an allusion to a symbolic act depends on the meaning of kap. If kap has an abstract meaning (as it sometimes does), then the phrase cannot be a symbolic act because it is not performable. If kap is being used in its primary sense of palm or hand, then the “striking hands” may be performable and we can further analyze it. Disappointingly, it is not at all clear which of these meanings for kap we should understand in the surety proverbs. In the first place, the proverbs are not homogenous in their use of tāqaʾ kap.

<table>
<thead>
<tr>
<th>Proverbs</th>
<th>tāqaʾ tā kapēkā (“you struck your two hands”)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prov 6:1</td>
<td>toqēʾ m (“striking”)</td>
</tr>
<tr>
<td>Prov 11:15</td>
<td>tōqēʾaʾ kap (“one who strikes a hand”)</td>
</tr>
<tr>
<td>Prov 17:18</td>
<td>bētōqʾē kāp (“as one who strikes a hand”)</td>
</tr>
</tbody>
</table>

Proverbs 6:1 is the only text that uses the dual (kapē). The other texts use a singular form or elide the word. As an additional complicating factor, kap in the sense of “power” is used in Prov 6:3, where the sage informs his charge, “you have fallen into the power [kap] of your neighbor.” If we consider the possibility that the proverbs mean “hand” when they use kap, we must also take into account that the same proverbs use kap with a secondary or abstract meaning. Elsewhere, too, the Old Testament uses kap both literally and figuratively (in the singular and dual/plural forms in which we find it in Proverbs). It

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4 E.g. Gen 20:5, úbaoniqyōn kapay (“and in the cleanness of my hands”); the phrase means, more or less, “innocence.” In Ex 9:33 the dual form does mean “hands.” In Gen 40:11, the singular means “hand.” In Judg 6:14, “Midian’s hand” means “Midian’s power.”
is clear, then, that we cannot decide what *kap* means solely on the basis of its form. Given the presence of both meanings in close proximity and in other biblical texts, it is impossible to settle the question of the meaning of *kap* solely on the basis of its use in the surety proverbs and in other texts. Even though the ancient Near Eastern texts indicate that “hands” is used with an abstract meaning, to be fair to the proverbs we need to leave open the possibility that they really do allude to a symbolic act.

What about the other part of this phrase, *tāqa‘*? It is more helpful to us. The verb *tāqa‘* is almost always used with a concrete, physical object, thus strengthening the case that the *kap* in Prov 6:1 means “hand.” However, there is one occurrence of *tāqa‘* with an abstract indirect object in another surety text, Job 17:3b, which reads *miy hū ḫāʾiy yittāqēa‘* (“who is the one that would strike himself into my hand?’”). In this text, the object of the verb is also the subject (the person), but he is striking himself *into the power of* the speaker. This text makes no sense if one tries to read it as a physical action, for it is in no way performable. It is a legal figure of speech. Despite the different verbal stem and the use of a different word for “hand,” the existence of this other text that combines

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5 Uses with a concrete object or no object include Gen 31:25; Ex 10:19; Num 10:3, 4, 5, 6, 7, 8, 10; Josh 6:4, 8, 9, 13, 16, 20; Judg 3:21, 27; 4:21; 6:34; 7:18, 19, 20, 22; 16:14; 1 Sam 13:3; 31:10; 2 Sam 2:28; 18:14, 16; 20:1, 22, 1 Kg 1:34, 39; 2 Kg 9:13; 11:14; Isa 18:3; 22:23, 25; 27:13; Jer 4:5; 6:1; 6:3; 51:27; Eze 7:14; 33:3, 6; Hos 5:8; Joel 2:1, 15; Amos 3:6; Nah 3:19; Zech 9:14; Ps 47:2; 81:4; Neh 4:12; 1 Chron 10:10; 2 Chron 23:13. Admittedly, most of these mentions have to do with blowing trumpets, but the point holds.

Proverbs represents the verb “to strike” with *tāqa‘ kap* instead of the also-available *māḥa‘ kap* or *māḥas kap* (correspondents, respectively, to the Aramaic and Neo-Assyrian texts); the first phrase is attested in Ps 98:8, Is 55:12, and Eze 25:6. While the forms appear to be equivalent to the surety formulae in the ancient Near Eastern texts, it is entirely possible that a different meaning of “hand” is in play, as is a different verb.

6 It could also be passive, i.e., “who is the one who would be struck into my hand.” In either case, the meaning “into my hand” is not in doubt.
"tāqa‘ with kap introduces the possibility that “hand” in Prov 6:1 carries an abstract meaning or means that the surety “strikes” himself into the power of the borrower.

The other proverbs are not very helpful. They use verbal adjectives instead of finite verbal forms to indicate the surety; the acts are thus not “performable” because they denote persons, not actions. The other surety proverbs are valuable for an analysis of symbolic acts only insofar as they indicate that there existed persons who “struck hands,” because there is present in them an additional degree of separation between the symbolic act’s existence in reality and its existence in literature. We can only carry out an analysis of a symbolic act in Prov 6:1.

Even on the assumption that Prov 6:1 does contain performable speech, it falters at some of the other criteria we have established. First, the text does not record anything about witnesses; we know nothing about how or where the act might have been performed. This by itself limits any reading of Prov 6:1 as a symbolic act to the realm of speculation. Second, if we allow the text from Job 17:3 to inform our understanding of what “striking hands” symbolized, the act becomes ambiguous as in the Neo-Assyrian texts. In Job 17:3, the legal figure of speech “striking” symbolizes that the guarantor enters the power of the debtor, but in Proverbs we must presume that the guarantor strikes his own hands. It is not at all clear how this could symbolize him entering the power of the debtor as in Job 17:3. If we want to hold onto the hypothesis that the proverbs do allude to a symbolic act, then we need to admit that the verb could be used in both a figure of speech and as an allusion to a symbolic act.

In summary, it is not easy to argue—on the basis of either internal or external evidence—that the proverbs on surety for debt do indeed allude to a symbolic act. It is
impossible to argue for such a reading on the basis of external evidence, since the ancient Near Eastern texts use related formulae that turn out to be no more than legal figures of speech. The biblical evidence (Job 17:3) demonstrates that the verb tāqaʾ may occur in contexts where it means only “to give surety” and is part of a legal figure of speech. Only Prov 6:1 sustains analysis as an allusion to a symbolic act because the other proverbs speak of persons, not actions. We also saw that in Hebrew as in the ancient Near Eastern texts, kap is used in both a literal and figurative sense. And, the only other case in which lamed occurs with tāqaʾ is figurative speech (see above, page 86). In light of this evidence it is best to conclude that “striking hands” in the surety proverbs is a legal figure of speech or a case in which it is not possible to distinguish between an allusion to a symbolic act and a legal figure of speech.

Legal Symbolism in the Surety Proverbs

We may still analyze Prov 6:1-5 for legal symbolism: what does it indicate about the relationships of the involved parties? However, we will first need to come to some conclusion about the identity of the “stranger” and “neighbor” in Prov 6:1-5. We will also have to come to some understanding of whether the two main verbal roots are equivalents or whether they mean something different.

“Neighbor” and “Stranger”: Comparative and Internal Evidence

When we surveyed the interpretive options for the Proverbs on surety for debt, we noted that there were two main schools of thought on the identity of the neighbor (rēaʾ) and stranger (zār) in Prov 6:1. One possibility is that the “neighbor” and “stranger” are the same person; Bruce Waltke and others argue for this reading. The other interpretive option is that the neighbor is the lender and the stranger is the debtor. Michael Fox argues
for this position, in the company of a handful of others. We will argue that the reading of Fox and others is correct and that it is not necessary to identify the neighbor and the stranger as the same individual. As evidence for this position, we suggest the following three premises:

1. On the basis of the ancient Near Eastern texts, there are no grounds to think that the debtor could release the surety from his obligation.
2. The only other use of the preposition lamed with tāqaʿ in the Bible presses one towards this reading.
3. The Old Assyrian texts present a paradigm with which to understand the use of the preposition lamed in Proverbs. The repeated preposition in 6:1 may indicate both the lender and the borrower.

When we set out in our discussion of the Proverbs on surety for debt, we noted that the different set of assumptions adopted by both Waltke and Fox tended to push their reading of Prov 6:1 in different directions. Waltke assumes that it would be unethical for the surety to seek release from his obligation from the lender and that the sage would not advise such a course of action. Fox assumes that only the lender could release the surety.

Although the texts that we presented in chapter III do not indicate whether the lender or borrower could release the surety, several other ancient Near Eastern texts are more helpful. These indicate that the lender could exercise some discretion in whether and how to exercise his right of regress to the guarantor in case the borrower did not pay or went missing. In these texts, it is clearly the lender and not the debtor who holds the power to release the surety from part or all of his obligation (although it seems that the lender would be wont to do so). This is the more probable meaning of Prov 6:3, where the sage states that the addressee has come into the power of their neighbor. Both the

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7 EL 248, 306; O 3684; ICK 1 86; other unpublished texts. See Veenhof, “The Old Assyrian Period,” 109–112.
lender and the borrower may hold power over the surety in different ways, but only the lender may release him (contra Waltke).

The lexical evidence, too, weighs in favor of distinguishing the “neighbor” and “stranger” in Prov 6:1. The preposition lamed can be used with different senses. In Prov 6:1, the question is whether the two uses must have the same nuance. 8 Fox argues that the first lamed indicates the indirect object, while Waltke argues that it indicates the direct object. 9 The second occurrence of the preposition lamed (with täqa' kap) is best understood as indicating the beneficiary of the surety, the debtor. 10 In fact, this is the way the preposition is used in Job 17:3, the only other text in which the preposition lamed occurs with the verb täqa'. In that case, the object of the preposition is “my hand” and it indicates that the surety has come into the power of the speaker, who is the debtor. The evidence is not quite so clear with ʿārabtā lorē'ekā, but we note Fox’s argument that the neighbor is the lender in Prov 17:18. 11 The proverbs on surety for debt are so clearly

8 Bšniʾim ʿārabtā lorrēekā tāqa' āla lazār kapēka. The two occurrences of lamed are underlined.
9 See above, page 9-12 and notes.
10 The early versions and commentaries are not ambiguous about this.
11 Waltke notes that the early versions (LXX, Targum and Syriac) read the neighbor and stranger as the same individual; he also states that they take the lamed in ʿārabtā lorē'ekā as indicative of the beneficiary of the surety (see above, page 12, note 15). However, at least in the case of the LXX, this reading is thrust upon the translators by the way in which they take the conditional of Prov 6:1. The LXX takes 6:1a (“My son, if you have given surety for”) as the protasis and 6:1b (“you have struck your hands for a stranger”) as the apodosis. However, this segmentation of the conditional makes it incumbent upon the translator to equate the neighbor and stranger, because the second clause is essentially an interpretation of the first. The decision of the LXX to read the neighbor as the beneficiary of the surety is necessitated by another interpretive decision, namely the segmentation of the conditional.

Besides the possibility that the LXX is reading a different Semitic textual base, the protasis and apodosis need not occur together in Prov 6:1 (the NIV takes all of 6:1 as the protasis, the NET takes 6:1-2 as the protasis). Prov 6:2 has two clauses that are clearly parallel (synonomous). If the protasis is 6:1 and the apodosis is 6:2, then there is a nice symmetry between condition and result (there is also a 7/6 pattern if one counts the words in each poetic line). The verbs in 6:1 are active, while those in 6:2 are passive. Prov 6:1 describes what the subject has done, and Prov 6:2 is descriptive of the results of those doings, which are
related that it is unlikely that they would use different terminology for the involved
parties. The *lamed* in this first case is, then, indicative of the indirect object in some other
way.

In our initial discussion of Prov 6:1, we observed that a reading of the neighbor
and stranger as different persons undoes the tight syntactic parallelism of the two clauses.
This is much less of an obstacle in light of the ancient Near Eastern surety texts. Above,
we observed that the Old Assyrian texts employ the same preposition (*ana*) to indicate
the relationship of the surety to the debtor and to the creditor, respectively. This has not
been taken into account by interpreters of Proverbs. Although the two clauses of Prov 6:1
appear to be parallel, Prov 6:1b intensifies and clarifies the apodosis: “if you have given
surety to your neighbor, if you struck your hands *for a stranger*…”

**Verbal Parallels? ṭāqa’ *kap* and ṣārab Reconsidered**

Before proceeding any further, we also need to address the question raised in the first
chapter about whether the two verbal forms are parallel to one another or whether they
express different meanings. It is our position that the two forms are basically parallel to
one another and mean “to give surety.” “Striking hands” can be understood as a symbolic
legal gesture only if we are willing to speculate about it. It is not surprising that we would

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12 This is a different reading than that of Scott Harris, who does not differentiate between the
neighbor and the stranger. See above, page 13, note 17.
discover more than one way of speaking about a surety arrangement; as in the other ancient Near Eastern texts, there is more than one way to say that someone “went surety” for or to another. In Hebrew, the verbs occur in close proximity in contexts that suggest that they are parallel.

*Legal Symbolism*

In Prov 6:1, the lender is the *rēaʾ*, the neighbor. The preposition *lamed* is used to denote the relationship of the surety to both the lender and the debtor. In the case of the other proverbs, the identities of the lender and creditor as the *zār* and *rēaʾ* persist. Prov 11:15 uses ḫābta zār to indicate that the *zār* is the debtor and beneficiary of the guarantee. While the construction is different than in Prov 6:1, this is not a problem given both the other biblical evidence and the flexibility of the placement of prepositions we observed in some of the ancient Near Eastern texts. Prov 20:16 // Prov 27:13 also use ḫāb zār with the same sense, with the stranger as the beneficiary of the surety. In this case, the sage warns not against the hearer going surety, but rather that they should not trust those who do.

Proverbs 17:18 uses the verbal adjective ṭārēb and lipnē rēʾēhū to speak of the person who gives surety before his neighbor. In this case, the presence of a different preposition should not trouble us given the flexibility of surety formulae in the ancient Near Eastern texts. The syntax of the verse cannot indicate that the neighbor is the beneficiary. The preposition lipnē means “in the presence of.” In this text, the debtor is unnamed and we do not know whether they are present. We saw in chapter III that the debtor, presumably, does not have to be present at the institution of the surety
arrangement. Prov 17:18 gives no indication of this, but if the debtor were absent this would not be a problem.

The legal relationships of the zār to the surety in the proverbs seems to be one of benefit. Although we suggested that the lamed in Prov 6:1b indicates the indirect object, it could also be taken as a lamed of advantage without changing the meaning of the text. However, if we admit the evidence from Job 17:3 and the extra-biblical texts, there may also be a sense that the surety comes under the power of both the debtor and the lender. Job 17:3 stands as evidence that one can strike oneself into the hand (power) of another. Proverbs 22:26-27 indicates that the lender, though unnamed, retains power over the surety.

The legal result of the surety agreement is, then, that a relationship of advantage is instituted between the surety and the guarantor. The surety also provides something that the lender needs or wants; the lender, too, benefits from the surety arrangement and retains a certain amount of power over the surety (Prov 6:3). This is similar to the Neo-Assyrian texts in which the surety arrangement is demonstrably for the benefit of both the lender and the debtor.

**Implications for Commentary**

We will now return to the five problems that we named in the first chapter to see how our study might bear on them.

The Motivation of the Surety

We turned up little that would help us understand what the motivation of the surety might be. The ancient Near Eastern texts seem to indicate that members of the same family sometimes provided surety for one another. In the texts that we examined above, only
those from Ugarit were any help in that they mentioned persons who seem to be related.
At Ugarit, perhaps persons within the same family gave surety for one another. However,
this does not carry over to the biblical texts, which specify the borrower as a zār who is
seemingly by definition outside the subject’s family.

Some of the commentators suggested that the surety was motivated by a sense of
charity.\textsuperscript{13} There is little or nothing in the ancient Near Eastern loan contracts that might
confirm this. However, the Wisdom of Ben Sira may allude both to such charitable
practice and to other profit-seeking motives (Sir 29:19).\textsuperscript{14} Because there is so little
evidence in the texts that we examined for either a charitable motive or a motive of profit,
we will leave the question of the surety’s motivation untouched.

The Mechanism of Surety
In the first chapter, we stated that the mechanism of surety is poorly defined: how did the
responsibility of the surety for the borrower work itself out on a practical level? The
commentary tradition indicates some nebulous responsibility for the borrower, and is
sometimes ambiguous as to whether the surety simply guaranteed to pay if the borrower
defaulted or whether the surety pledged some piece of real property. We will attempt to
clarify the responsibility of the surety to the lender and the borrower. Some commentaries
also suggested that surety developed historically and is not attested in the early history of
Israel; we noted this in the first chapter, but the question still stands: was surety always

\textsuperscript{13} See above, page 24.

\textsuperscript{14} Sandoval, Discourse of Wealth and Poverty, 111.
practiced in Israel, and was it practiced in the same way?\textsuperscript{15} We will examine the mechanism of surety first and then the question of its historical development.

In addition to the repayment of a loan in default, it is also possible that the proverbs on surety for debt have in mind *Gestellungsbürgschaft* as a responsibility of the guarantor.\textsuperscript{16} This responsibility of the guarantor is attested throughout the ancient Near East and requires that the guarantor ensure the presence of the debtor(s) so that they are able to repay the lender. In contexts where there is not a financial arrangement but some other obligation (appearance in court, etc.), *Gestellungsbürgschaft* also indicates the guarantor’s responsibility to make sure his charge appears to fulfill that obligation. This nuance of the surety for debt seems to be completely unmentioned in the exegesis of Proverbs. This absence is surprising for another reason besides the appearance of this obligation in the ancient Near Eastern texts; it seems to be the case that other biblical evidence indicates that *Gestellungsbürgschaft* is one responsibility of the guarantor. The Joseph cycle records Judah’s guarantee of Benjamin’s safety as, in effect, a guarantee of his return to Jacob. Judah says, “If I do not bring him to you and put him before you…” (Gen 43:7). There are, thus, two pieces of evidence for reading *Gestellungsbürgschaft* as a responsibility of the surety in the proverbs: the ancient Near Eastern evidence and the internal biblical evidence; it should be noted as another possible responsibility of the guarantor alongside the straight repayment of the debt in the event of a default.

\textsuperscript{15} See above, page 24. The question of the historical development of surety is entirely beside the point of the proverbs. We ask only because the commentaries raise the question.

\textsuperscript{16} This depends on a common tradition of surety in Proverbs and the ancient Near Eastern texts.
Nonetheless, repayment of the debt was almost certainly the other responsibility of the surety for the borrower in the event of a default. The ancient Near Eastern texts indicate that in the event of a default, the surety was obligated to repay the lender. In YOS 14 158, the borrowers default and the surety pays in their stead. It is likely that the surety had a right of regress to the borrowers, for YOS 14 158 says that the surety could now “take the silver from whichever of [the borrowers] is solvent.”

**The Mechanism of Surety and History**

Surety was probably not a late development, as some commentators suggest. Leo Perdue writes,

Debt that required interest was originally disallowed (Lev. 22:25) but came to be practiced at a later time (Lev. 25:26-27; Deut. 23:19-20). The borrowers joined the social outcasts. A system of providing the lenders surety against what was borrowed developed, although an item deemed to be necessary for life was generally not offered. Instead, a pledge was usually given that was a symbol of the guarantee of returning what was borrowed (Exod. 22:26-27; Deut. 24:10-13). On occasion a poor person could persuade a wealthy neighbor or relative to provide the surety (Prov. 6:1; 11:15; 17:18; 20:16; 22:26; 27:13). This type of security system not only represents engagement in foolish behavior but also points to the impoverished state of those finding themselves having to borrow what they do not own. Charity toward the poor should not lead the prosperous sage into providing them surety.

The quotation by Perdue is an example of some of the issues we have pointed out in Proverbs, including the equivocation of surety and pledge (lines 3-4 in the quotation). More importantly, though, it suggests that the way in which Israel executed surety for

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17 YOS 14 158; Westbrook, “The Old Babylonian Period,” 81–82.

18 YOS 14 158; Westbrook, “The Old Babylonian Period,” 81–82.

19 Perdue, Proverbs, 203. Leviticus 22:25 has to do with sacrifice, not prohibition of lending at interest.
debt changed with time, from an earlier period in which only pledges were used to a later period in which third-party security became more common.

If there is a shared tradition apparent in the ancient Near Eastern texts and the proverbs, then the development of surety in Israel’s history would be quite remarkable, given the broad historical range across which the records attest to surety for debt in Israel’s neighbors. Regardless of whether there was a development from loans that did not bear interest to interest-bearing loans, surety is not dependent upon the interest of the loan. Additionally, Judah’s guarantee of Benjamin’s safety in Genesis must be taken as an early mention of surety in the Old Testament—albeit surety in the sense of *Gestellungsbürgschaft* rather than surety for repayment of a loan. Job 17:3 provides another (probably early) example of surety.

Perdue also suggests that the proverbs have in mind a “poor person” as the object of the surety. This is unwarranted. There is nothing in the proverbs themselves to suggest that some impoverished person is always, or even often, the beneficiary of the surety. The ancient Near Eastern texts indicate that tremendous sums of money were lent and that a surety was provided.\(^\text{20}\) Whether we can say with certainty this happened in Israel or not is beside the point; it cannot be ruled out as a possibility because of an absence of evidence (no secured loans to the wealthy are mentioned in Proverbs). The suggestion, then, that the only loans mentioned in the Old Testament were charitable in nature is speculation.\(^\text{21}\) The poor were not necessarily the only recipients of surety.

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\(^{20}\) BIN 6 109, see above page 62; the text indicates that the borrower owed 5 minas of silver. The speaker is the guarantor.

\(^{21}\) See above, page 23-25.
In any case, commentators who suggest that the practice of surety in Israel developed over time both miss the point of the proverbs (which are not at all concerned with the history of surety!) and ignore the possibility that surety was known throughout the ancient Near East. Our suggestion that some common tradition influenced surety in Israel carries just as much or more explanatory power as Perdue’s suggestion of historical development because it better accounts for the evidence from Genesis, Job, and the extra-biblical texts.

The Meaning of ‘rb and tq’

We reached the conclusion that these two verbal forms are parallel in meaning. While “striking hands” may be an allusion to a symbolic act, in Proverbs it is indistinguishable from a legal figure of speech. Interpreting it as a symbolic act is speculative at best. However, many of the commentators suggest without hesitation that tāqaʿ kap is an allusion to a symbolic act. This conclusion is not warranted and should be excised or presented with a good deal more caution.

Legal Relationships

In this chapter, we have suggested that the relationship that obtains between the debtor and the surety is one of advantage for the debtor. If we admit Job 17:3 as evidence, then the relationship between the debtor and the surety would also be one in which the surety comes under the power of the debtor. The relationship of the surety to the lender is one in

\[\text{\footnotesize 22 This supports the conclusion of Fox, Proverbs 1-9, 212–213.}\]

\[\text{\footnotesize 23 E.g., Fox, Proverbs 1-9, 213. Ellen Davis is one of the few who refrains from such a comment. See Ellen Davis, Proverbs, Ecclesiastes, and the Song of Songs, WBC (Louisville, KY: Westminster John Knox, 2000), 54–55.}\]
which the surety is disadvantaged—the surety enters the “hand” of the lender (Prov 6:3). By its warning against the consequences of giving surety, Prov 22:26-27 indicates that the lender has a certain amount of control over the guarantor.

Lack of Reference to Extra-Biblical Evidence

At the outset of this study, we suggested that it was surprising that commentary on the surety proverbs did not mention the extra-biblical evidence, given its wide attestation. It is our hope that this thesis has successfully taken two steps towards remedying this absence. We provided a summary of the secondary literature and argued that the ancient Near Eastern sources are relevant, and we presented some of the ancient Near Eastern texts in a form that we hope is accessible for those without substantial training in other Semitic languages.

On one level, the lack of reference to ancient Near Eastern texts in commentary on Proverbs is understandable given the barriers to incorporating them. The first barrier is that the secondary literature is scattered through volumes on other subjects. Another barrier is gaining access to the ancient Near Eastern texts. Some remain unpublished. Those that are published are dispersed through a bewildering number of volumes. Hopefully, this thesis has begun to disassemble both of these barriers. While our study was limited, at least some of the relevant texts on surety for debt are now available together in English translation.

We also argued that the ancient Near Eastern sources that are relevant to surety for debt can elucidate the proverbs. While it appears to be the case that some common tradition influenced both the extra-biblical texts and the proverbs on surety for debt, only a few of our conclusions depend on such a historical connection. The ancient Near
Eastern texts are also helpful as a heuristic in that they caution us against leaping to conclusions about the mode of speech present in Proverbs.
CONCLUSION

The major goal of this study was to demonstrate that ancient Near Eastern contracts, lending records, and court proceedings clarify our understanding of the proverbs on surety for debt. At the outset, we noted that there would be at least three results. The first was that we would have brought new evidence to the table that would help decide between scholarly positions on the relationships between the parties involved in a surety agreement. We also suggested that some readings of surety agreements might be disallowed by the comparative evidence. Finally, we suggested that the evidence might open up interpretations of the proverbs on surety for debt that had not been considered; the one new suggestion we made is that Gestellungsbürgschaft may have been a part of surety arrangements.

This thesis has achieved each of these three with varying degrees of strength. We argued on several grounds that a reading of Prov 6:1-5 in which the neighbor and stranger are the same party is not the best reading. Rather, that these parties ought to be understood as the lender and the borrower, respectively. The position of Waltke and others—that the borrower could release the surety from their obligations—does not account for the ancient Near Eastern evidence. The evidence that we discovered also indicates that surety was not likely to have been a late development in the history of Israel, as Perdue suggests. And, we suggested a new nuance for surety in proverbs, namely Gestellungsbürgschaft, in which the guarantee not only repays a loan in the event
of a default but ensures the presence of the obligated party at a time and place conducive to the fulfillment of the obligation.

We were also able to argue on the basis of the comparative evidence that the proverbs on surety for debt can only be taken as reflective of a ceremonial, symbolic act if one is willing to speculate about them. When we apply stringent criteria, like those discussed in chapter II, to the proverbs and ancient Near Eastern texts, the evidence for some kind of widespread ceremonial act that instituted a surety agreement crumbles. The common reading of the proverbs we examined, which posit a symbolic ceremonial act, encounter difficulties when we take into account comparative evidence.

The conclusions that we have now summarized are the most important ones that bear on the five difficulties in the interpretation of the surety proverbs. However, our conclusions should be taken as somewhat tentative. One of the charges we lodged against some commentators is that they have over-concluded (especially about some gesture or a remunerative motivation for the surety). While we have accounted for more extra-biblical evidence than some of the commentators, we did not conduct a comprehensive investigation and will unabashedly say that as a result this study is selective and limited. It should be understood in that way.

Probably, one of the first tasks for future research is a closer look at the other ancient Near Eastern texts that we mentioned. We presented a handful of these texts, but there are many more. A further study of these texts may confirm or negate some of our conclusions, or lead in new directions. Also, while we presented in brief the argument that the ancient Near Eastern texts and the proverbs on surety for debt were influenced by a common tradition, we set up this argument in a cursory fashion because it was not
necessary for most of our conclusions. It may be possible to extend this argument (along linguistic lines, especially) given what appears to be the close relationship between the surety formulae in Proverbs and the texts that we presented.

We began by saying that Proverbs is all about wisdom—and we hope to have provided more context and clarifying information on a few of these wisdom sayings. Even though their basic meaning is not in question, the surety proverbs are difficult, nuanced, and occasionally confusing texts. If our study in any way helps the reader to listen to and understand the voice of wisdom—or even to puzzle over it together with us—then we are pleased with the result.
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