

Terms Expressing "Guarantee" in Neo-Sumerian Texts from Nippur

Izumi YODA

1. Introduction

The vocabulary of each language has its own mapping of the real world. Consequently, phenomena expressed by one lexical term in one language could be belong to separate categories in another. Terms denoting "guarantee" in the ancient Neo-Sumerian city of Nippur may offer such an example; many studies have treated and translated them uniformly as associated with one notion in their vernacular, but the functions referred to by only them subtly differ from each other.

The Sumerian expressions concerned here are of two main groups: 1) those derived from the verb *gi(n)* "to confirm, certify" and 2) those constructed with the term *šū-du₈-a*. Group one consists of nouns meaning "guarantor," namely *lu₂-gi-na-ab-tum*, *lu₂-inim-gi-na* and *gab₂-gi*, on one hand, and various verbal forms, both finite and infinite on the other in group two, *šū-du₈-a* occurs with such verb as *tum₂* "to bring" and *šū-ti* "to receive," or follows the noun *lu₂* "person" to compose another phrase for "guarantor."

Although etymological analyses of the phrases are of some use, it is more important to examine their textual context to define their signification. One can deduce the function denoted by each term from texts where it occurs with, and is sometimes distinguished from, expressions representing other means of verification such as swearing, witnessing and sealing. To conduct such an approach, there is need to deal with the items separately¹.

2.1. lu₂-gi-na-ab-tum₂² "corroborator"

Only three examples of this phrase are found in the corpus. Two occur in sale documents NATN, no. 610 and NRVN I, no. 214³, in both texts the clause encompassing lu₂-gi-na-ab-tum₂ figures immediately after the section depicting the core of the transaction. The other instance⁴ is in NATN, no. 149 involving an ambiguous arrangement that may be a "sale⁵". In these three cases, the effect of lu₂-gi-na-ab-tum₂ merely falls upon the main process of the transaction, not including such procedures as an oath.

To define the denotation of lu₂-gi-na-ab-tum₂, along with the other terms related to "guarantee," one should examine its relationship with the other means of verification. First, the people specified by this phrase in all the three texts figure as the owner of the seal affixed to each tablet. This suggests its close connection with sealing, whose function is to confirm a completed process. Therefore, lu₂-gi-na-ab-tum₂ may serve such purpose too. Second, the same documents also list witnesses and distinguish them from lu₂-gi-na-ab-tum₂; one can assume that the person represented by this term plays a role different from that of witnessing. Third, in two instances (NATN, no. 610; NRVN, no. 214), an oath formula follows the mention of lu₂-gi-na-ab-tum₂ and precedes the list of witness; it is likely to be witnessing rather than this institution that supports the swearing. The function of lu₂-gi-na-ab-tum₂ conceivably differs from those of swearing and witnessing, that is, assurance for a future performance; it is similar to, if not the same as, that of sealing, that is, confirmation of an incident already conducted.

2.2. lu₂-inim-gi-na⁶ "corroborator"

Within the range of Ur III Nippur corpus, the distinction of lu₂-inim-gi-na from that of lu₂-gi-na-ab-tum is not recognizable because of the scare

documentation, its examples are found in merely two sale texts (NRVN I, nos. 216 and 217); they place lu_2 -inim-gi-na immediately after the main description of the transaction and before the swearing and witnessing sections. The seal impression of one of them bears the name of the person qualified by this term. These are the characteristics of lu_2 -gi-na-ab-tum as well. It is possible, however, that the two lexical items represent local or dialectal differences; for instance, one may be original in Nippur and the other a loanword from another city.

lu_2 -inim-gi-na occurs in some Middle Babylonian documents⁷, replacing the Akkadian word kattü; there it denotes someone functioning as an accessory seller and responsible for the buyer's damages caused by the main seller's fault⁸. However, it would be impetuous to conclude that this expression has the same connotation in the Ur III period. For some semantic change over time may have taken place. One can only tentatively assume that lu_2 -inim-gi-na is a synonym of lu_2 -gi-na-ab-tum₂.

2.3. gab_2 -gi⁹ "guarantor"

gab_2 -gi figures primarily in sale documents, where as two loan records adopt it (NATN, no. 346; NRVN I, no. 197). One of the features of this designation is that the person signified by it does not appear as the seal owner except in NRVN I, no. 213; the chief function borne by the gab_2 -gi status may not be to confirm a finished procedure. This seems to be supported by the fact that, in three texts (MVN 8, no. 151; NATN no. 273; TNH 1/2, no. 346), the term emerges with the construction igi -PN $ensi_2$ -še₃ sum "to give ... in the presence of the ensi." This expression accompanies actual sealing of the ensi on each tablet and indicates strong corroboration of the transaction; there is no more need to confirm the process, so that it is less likely that the one in the position of gab_2 -gi plays such a role.

Relevant to this point is MVN 3, no. 219, a sale document in this text, deceitful sellers present stolen objects and one man labeled as gab₂-gi is in charge of compensating for the buyer's losses. It is presumable here that the person referred to by this term is responsible for the lawful completion of the sale, and is supposed to fulfill the obligation himself if the seller does not perform it; thus, the guarantor called gab₂-gi is a co-seller. Such an assumption made with reservation that this rare text with the detailed description may not originate from Nippur in terms of its prosopography. The function indicated by gab₂-gi is thus tentatively defined as warranty on the seller's performance along with liability for the buyer's losses.

The status designated as gab₂-gi is sometimes held by one listed as a witness. Since, however, each text presents this notion as distinct from witnesses, its role probably differs from that of witnessing. This corresponds to the fact that witnesses usually do not make restitution for the buyer as co-sellers do.

2.4. The finite use of gi(n) "to confirm, certify"

Finite forms of the verb gi(n) appear in a variety of transactions including loans, sales and hire of persons. Beside, it not only applies to their main process, but ranges from such a component procedure as receipt to the whole transaction. For example, this type of verification is conducted to confirm receipt of some barley in TMH 1/2, no. 114; 90(sila₃) še ki-PN₁-ta PN₂ šu ba-ti tukumbi PN₁ PN₂ nu-gi-in še-bi ib-su-su-a mu-lugal-bi in-pa₃ (II, 1-8, with the seal of PN₂ impressed) "90 sila of barley PN₂ received from PN₁. (PN₁) invoked (i. e., swore by) the king's name to restore the barley if PN₁ does not confirm (the receipt) for PN₂." In this document, the mere transfer expressed by the phrase šu--ti "to receive" is not sufficient to establish a valid process; PN₂, the recipient must acquire certification by PN₁. In the event that

this procedure is not complete, there will be cancellation of the agreement with the object returned. The term gi(n) here seems to refer to an action taken by the provider of the commodity to admit that the presentation in question is lawful.

The verbal phrase with gi(n) can also be in connection with the main process of a transaction. For example, it does not figure at the end of the text but precedes the witness list and the oath formula in a sale document, NATN, no. 498. Therefore, the effect of the procedure it denotes probably applies solely to its main portion, that is, the agreement on the sale and the action of exchange, but not the whole transaction. NRVN I, no. 104 and NATN, no. 163, in contrast, place the gi(n)-clause immediately prior to the date, and subsequent to the witness list in the former and to the oath formula in the latter. It is likely in these instances that the confirmation here may concern the whole process, though it is uncertain if this procedure serves to strengthen the swearing in the second document.

The procedure denoted by the finite forms of gi(n) not only pertains to receipt or transfer. In NRVN I, no. 228, for instance, it is confirmed that a laborer did not perform the required work and is to refund the wages for it; 4 gin₂ ku₃-babbar 4 še gur a₂-la₂-NI PN₁ bahar₂ (?) mu nam-kab-us₂-še₃ ba-ra-e₃ -a-aš [su-su?]-de₃ i₃-gi [ki-sipa?]-ud₅-da-ta [mu]-PN₂-še₃ PN₃ šu ba-ti (II, 1-9) "4 gin of silver (and) 4 gur of barley, (that is) undistributed wages of PN₁, a potter (?). He confirmed (i. e., acknowledged) that he would restore (it) because he did not appear for livestock watching(?). PN₃ received (them) from the goatherds on the behalf of PN₂". Here, the confirmation presumably applies to the fact the person did not work and to the obligation that he should restore the wages.

In the documents cited above, the act signified by the finite forms of gi(n) can be confirmation of a process or a fact that has been finished. This understanding is especially suggested by the fact the seal impression of the person who is the subject of the verb gi is frequently on each tablet. The

signification of such a verbal phrase is thus similar to that of lu_2 -gi-na-ab-tum₂. The distributions of the two expressions, however, differ from each other; lu_2 -gi-na-ab-tum₂ does not occur in loans or employment unlike the finite use of gi(n).

Owing to the close relationship between the processes of transfer and of the confirmation, furthermore, the verb gi(n) sometimes connotes the act of transferring an object as well, as Steinkeller points out¹⁰. In YOS 4, no.203, furthermore, the term seems to refer to an act of receiving, since it is placed in a position for a verb of receipt: ki-PN₁ ta PN₂ ib₂-gi (II, 6-7) "PN₂ confirmed (and received) probably, barley) from PN₁." In these cases, its sense would be "to give or receive legally."

2.5. The infinite use of gi(n)

The infinite form of gi(n) occurs in only two loan documents of the corpus; it seems to attain the nominal sense "pledge, security," as maintained by Steinkeller¹¹. The phrase there refers to a pledge held by the creditor until the debtor fulfills his obligation. In these cases, the verb gi(n) itself would then denote "to guarantee or warrant (an action expected in the future)" rather than "to confirm (an action taken in the past)." Both texts report this technique together with an oath, which presumably means that the creditor not only takes advantage of swearing but also resorts to a practical measure to get the repayment more effectively.

In NATN, no.305, for example, the debtors present a parcel land as security instead of interest of silver: maš₂ 10 gin₂ ku₃-babbar-še₃ gi-ne 18 iku a-ša₃ ba-ši-ni-gub-eš₂ tukumbi inim bi₂-gi₄ 10 gin₂-še₃ 2/3 ma-na-am₃ la₂-de₃ igi-(seven personal names)-še₃ mu-lugal-bi al-pa₃ (II, 7-19) "They put 18 iku of the field in pledge for the interest of 10 gin of silver. The king's name is invoked in the presence of seven people to weigh out 2/3 mana for 10 gin if

the agreement is recalled (literally, the word returns).” On the other hand, NATN, no. 361 perhaps records a loan of some textile to be repaid in silver. One can assume this from the fact that the pledge consists of flex there. The text is partially broken and reads: 9 m[a-na] ku₃-bi [] 73 gu₂ gu gi ne bi ki-PN₁-ta PN₂ šu ba-ti itu-sig₄-ga u₃ itu-šu-numun-ka ba-sum-mu mu-lugal-bi i₃-p[a₃] (II, 1-9) “9 mana of ..., of which the silver (equivalent) is..., and of which the pledge is 73 gu of flex, PN₂ received from PN₁. In the third and fourth months he will give (it back). He invoked (swore by) the king’s name.”

The form gi-ne figures as a derivative of the verb gi(n) in both texts. Judging from his mention of gi-na-tum₂ “to bring a pledge” with gi-ne, Steinkeller regards this term as a variant of the “nominalized” verb gi-na¹². The pronominal suffix -bi attached to gi-ne rules out the possibility of interpreting -e- after the verbal root as a postposition; it suggests that gi-ne is a nominal as a whole. Yoshikawa recently claims that “the verbal base, be it hantu or marū [i. e., perfective or imperfective], can be turned into the noun without any additional morpheme, retaining its respective aspectual distinction¹³. If this is the case here, gi-ne is analyzed as a nominalized imperfective form of the verb gi.

2.6. šu-du₈-a¹⁴ “guarantee”

šu-du₈-a literally means “opening hands” and supposedly refers to the original gesture symbolizing an act of a guarantee; in the socio-economic documents, it denotes an institution to assure the laborer’s work performance and to avoid his or her non-performance or flight. This term is chiefly found in documents concerning hire of persons. There are only two exceptions, namely, an instance for repayment in a loan (NRVN I, no. 58) and another for appearance probably in court (NRVN I, no. 60). Besides, NATN, no. 558 records a transaction that is unclear because of lack of specification but may be employment.

The most prevalent wording of this phrase is <<PN₁-(ak/ra) + PN₂-(e) + šu-du₈-a-PRONOMINAL SUFFIX + the verb tum₂>> "PN₂ (= guarantor) brings PN₁ (= object of guarantee)'s guarantee" or "PN₂ brings a guarantee for PN₂". One document in the corpus (NRVN I, no. 59) employs the expression lu₂-š_u-du₈-a-tum₂ "to bring a guarantor," š_u-du₈-a--tum₂ may be sometimes an equivalent to this phrase. NRVN I, no. 60 reports an incident of a guarantee with the pattern <<PN₁-(a) + PN₂-(e) + š_u-du₈-a-PRONOMINAL SUFFIX + the compound verb šu--ti>>. It seems that the object of a guarantee in this expression is an unmentioned third party (PN₃) and that his performance is the guaranteed matter. If so, there are two ways of interpreting the relationship between PN₁ and PN₂: 1) supposing that PN₁ is the one guaranteed and PN₂ the guarantor, "PN₂ received (i. e., undertook) the guarantee toward PN₁ (for PN₃)"; 2) in the other way around, "PN₂ received (i. e., accepted) the guarantee by PN₁ (for PN₃)."

An illustration of correlation between this type of guarantee and swearing is BE 3, no. 1, a labor document, where the š_u-du₈-a guarantee takes the place of an oath: PN₁ arad-PN₂-kam PN₂ igi-ni i₃-š_i-gar mu-lugal u₄ ba-zah₃-de₃-na-ga₂ nir-da he₂-a bi₂-in-du₁, PN₃ ama-ni PN₄ nin₉-na-ni š_u-du₂ nu-zah₃-de₃ ba-an-tum₂-eš₂ (II, 1-9) "PN₁ is a servant of PN₂, PN₂ appeared (in court). '(By the king's name, when I flee, may it be an offence,' he (=PN₁) said PN₃, his mother, and PN₄, his sister, brought a guarantee (for him) not to flee." Here, the worker is supposed to perform the labor, and his family members guarantee his no flight. This content is usually sworn to by an employee. Therefore the procedure represented by š_u-du₈-a-tum₂ has a function almost the same as and probably more effective than an oath. Moreover, there are some texts containing both the phrase š_u-du₈-a and an oath formula; the guarantee here accompanies and reinforces swearing, instead of replacing it, to warrant the fulfillment of an obligation.

A transaction combining the guarantee and the oath is, for instance, in NRVN I, no. 60: PN₁ dumu-PN₂ u₃ PN₃ dam-PN₄ PN₅ nu-banda š_u-du₈-bi š_u ba-ti PN₆ nibru^{k1} DU-ni ka-abul (KA₂.GAL.) DU-da mu-lugal-bl al-pa₃ (II. 1-10) "PN₅, the

inspector" received the guarantee of PN₁, the son of PN₂, and of PN₃, the spouse of PN₄. The king's name was invoked so that PN₆ will stand at (or go to) the entrance of the "grand gate" when he goes to Nippur." Given that the essence of a guarantee consists in someone's assurance for the performance by another, the situation here may be as follows: PN₆ is obliged to appear at the gate of Nippur probably for a trial, and swears to do so. His pledge is reinforced by the guarantee of PN₁ and PN₂.

There are some features of the šu-du₈ a guarantee not found in the practice of swearing, as far as the Ur III Nippur documents are concerned. First, objective of the guarantee can be to admit exemption from an obligation. NRVN I, no. 58 demonstrates this point. PN₁ ra₂-[gab] [dumu]-PN₂ PN₃-e 1/3 ma-na 5 gin₂ ku₃-babbar maš₂-bi nu-ub-da₆-la₂-e su-du₈-a-ni ki-PN₄ [ba] an-tum₂ (II, 1-8) "To PN₁, a 'rider,' the son of PN₂, PN₃ did not need to weigh out the interest of 1/3 mana and 5 gin of silver. His guarantee was brought from PN₄. "Here, PN₃ has silver on loan, but is exempt from paying its interest, and PN₄ supports this with his guarantee.

Second, NRVN I, no. 59 states what happens if the guarantee is lacking: dam-PN₁-a PN₂ 2 guruš¹⁵ in-ni-g[a₂-ga₂?] lu₂-šu du₈ a tum₂-ma-an in-na-an-du₁, lu₂-šu-du₈-a nu-mu-da-tum₂ im-ma-a-gur (II, 1-9) "For the wife of PN₁, PN₂ should provide two wokers, 'Bring a guarantor,' she said to him. He did not bring a guarantor with him (and, therefore,) she returned." According to the interpretation adopted here, PN₁ asked PN₂ to give her the guarantee probably that the prospective employees would not cease working: because he did not comply with her request, she cancelled the agreement. This indicates that failure in providing a guarantee results in nullification of the original transaction, whereas effects of rejecting to take a mu-lugal oath in a transaction are unknown from the corpus.

3. Conclusion

The Sumerian terms indicating "guarantee" are classified semantically into two types according to the contents they denote: 1) those expressing confirmation of act already performed and 2) those expressing assurance for the completion of an obligation included in the first category are lu_2 -gi-na-ab-tum₂, lu_2 -inim-gi-na and the finite forms of gi(n), and the second comprises gab₂-gi, the infinite form of gi(n), and šu-du₈-a.

It is also of significance to note that the distribution of these phrases varies according to what kinds of transaction they operate, which is tabulated below:

| grt type | phrases | loans | sales | hiring | others |
|--------------|-----------------------------------|-------|-------|--------|--------|
| confirmation | lu_2 -gi-na-ab-tum ₂ | - | + | - | + |
| | lu_2 -inim-gi-na | + | + | - | - |
| | the finite gi(n) | + | + | + | + |
| assurance | gab ₂ -gi | + | + | - | - |
| | the infinite gi(n) | + | - | - | - |
| | šu-du ₈ -a | + | - | + | + |

Of the terms associated with confirmation, the infinite forms of the verb gi(n) occur in almost all the types of transactions, while lu_2 -gi-na-ab-tum₂ and lu_2 -inim-gi-na are found primarily in sales. It is possible that the former is an equivalent of the latter in sales. However, each verifying mean applies to a different portion of a transaction. The person labeled as lu_2 -gi-na-ab-tum₂ or lu_2 -inim-gi-na corroborates the core operation usually involving transfer, while sealing is mainly concerned with a merely constituent part of a transaction such as receipt, the range that finite use of the verb gi(n) covers is from a component process to the transaction as a whole possibly including swearing.

As for the items signifying assurance, *gab₂-gi* is particularly frequent in sales, and *š_u-du₈-a* is mostly used in hire of persons; to this extent, the distribution of these two phrases is completely, but both are actually found in loan texts as well. The infinitive form of *gi(n)* has become a technical term mainly employed in loans.

Thus, various terms for "guarantee" occurring in Neo-Sumerian texts from Nippur differ from each other in terms of their denotation and distribution; each refers to either of the two distinct functions, confirmation or assurance, and occurs in different types of transactions. It may be necessary to reconsider the uniform application of the English heading "guarantee" to all the lexical terms.

Abbreviations

- BE: Babylonian Expedition of the University of Pennsylvania (Philadelphia)
- NATN: Neo-Sumerian Archival Texts Primarily from Nippur in the University Museum, the Oriental Institute and the Iraq Museum by David I. Owen (Winona Lake, 1982)
- NRVN: Neusumerische Rechts - und Verwaltungsurkunden aus Nippur (Ankara)
- MVN: Materiali per il Vocabolario Neosumerico (Rome)
- PN: a personal name
- YOS: Yale Oriental Series (New Haven)
- TWH: Texte und Materialien der Frau Professor Hilprecht Collection of Babylonian Antiquities (Leipzig)

Notes

- 1) Since the purpose here is to analyze each term, the research is confined to texts attesting it and is concerned with those in which a person functions as a "guarantor" without a designation.
- 2) For the etymology of this form, see Steinkeller(1989)80-81.
- 3) This text adopts a variant of the term lu_2 -ki-na-ab-dam.
- 4) This document attests still another spelling, lu_2 -gi-na-ab-tum.
- 5) The begging of the text reads: 1)ftu-še-gur₁₀-ku₅-u₄- '4?' .
[] 2)PN₁ 3)PN₂- 'ra' 4)ba-an-da-ab- 'gi' "On the fourth day of twelfth month, PN₁ confirmed (it) to PN₂," The verb gi(n) here possibly means "to confirm (the object of sale to the buyer), to transfer (the object of sale). If this is the case, the record deals with a sale here also. See 4) The finite use of gi(n) below and Steinkeller(1989)84, n. 245.
- 6) For the etymology of this term, see Steinkeller(1989)82-83.
- 7) There is no attestation of this term in the other late periods.
- 8) Steinkeller(1989)92.
- 9) For the etymology of this term, see Steinkeller(1989)82.
- 10) Steinkeller(1989)84, n. 245. See also 2.1. above. NATN, no. 149 may offer another example of this type if the partly broken verb is gi.
- 11) Steinkeller(1989)81 and *ibid.*, n. 237.
- 12) Steinkeller(1989)81.
- 13) Yoshikawa(1993)158.
- 14) See Sauren(1970)70. n. 5, where references are also given.
- 15) Collated by Waetzoldt(1975)309.

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