ḪĀBIRŪ AND HEBREWS

JULIUS LEWY, Hebrew Union College, Cincinnati

THE much discussed cuneiform tablets from Nuzi include a certain number of texts of the 15th century B.C. in which single individuals or groups of persons (whose names are not always mentioned) are called *ḫābiru*[1]. It is apparent from various articles by the excavators of Nuzi, especially from a preliminary communication by E. Chiera[2], that so far only a part of these tablets has been published[3]. From the methodological point of view, a more exhaustive inquiry into the question as to whether or not the Nuzi material suggests a radical revision of the usual interpretation of the term *ḫābiru* as an appellative connected

[1] So in the singular, which occurs in the spellings *ḫa-bi-ru* and *ḫa-bi-rum*, i. e. *ḫa-bi-rù*. The plural of the masculine is *ḫa-bi-ru-ú* (i. e. *ḫābirū*), that of the feminine *ḫa-bi-ra-tù* (i. e. *ḫābirātu*). As is usual in the Nuzi texts, the masculine forms are sometimes used instead of the corresponding feminine forms. Instead of the singular *ḫa-bi-ru*, one finds not infrequently the nisbe form *ḫa-bi-ru-ú* (i. e. *ḫābirū*) "belonging to the *ḫābirū*". This preference for the use of the nisbe form may possibly reflect the influence of the Ḫurrian language spoken by the dominant majority of the inhabitants of ancient Nuzi in the 15th century. As I have shown in *Revue des Etudes Sémitiques* 1938, pp. 49ff. and in *Comptes Rendus de l'Académie des Inscriptions et Belles-Lettres* 1938, pp. 401ff., there was in the Ḫurrian languages a strong tendency to replace nouns (particularly proper names) by enlarged (adjectival) forms which were derived from the same stems as the nouns that they replaced. A more detailed list of the various spellings and forms of the term *ḫābiru* in the Nuzi texts is to be found on p. 116 of the article by Chiera quoted below, note 2.

[2] *American Journal of Semitic Languages* XLIX (1932/33), pp. 115ff.

[3] Nos. 447–448, 450, 452–456, 458–461, and 463–465 of E. Chiera's *Joint Expedition with the Iraq Museum at Nuzi*, vol. V (Mixed Texts), Philadelphia 1934 (hereafter quoted as N V; vols. I–IV of the same publication will be quoted as N I, N II, etc.), and JENu 1023, published in facsimile by E. R. Lacheman in *Journal of the American Oriental Society* (hereafter quoted as *JAOS*) LV (1935), pl. I–II. JENu 1023 was transliterated, translated, and amply discussed by E. A. Speiser, *ibidem*, pp. 434ff. (cf. also below, pp. 595ff.). As for the *ḫābiru* text SMN 2145, see note 13 and cf. below, pp. 612ff.

with the biblical word עברי, should therefore be postponed until the complete publication of the "*ḫābiru* texts" from Nuzi. In view of a recent article by E. Dhorme[4] such postponement is, however, no longer advisable.

According to their contents and the forms after which they are drawn up, the *ḫābiru* texts from Nuzi hitherto published may conveniently be divided into six groups, viz.: a) the contracts N V 452[5], 453 (ll. x+1 to x+9 and x+10 to x+15)[6], 455 (ll. 8–16)[7], 456 (ll. 1–8 and 24–27)[8], 458, 459, 460, 463, and JENu 1023[9]; b) the contracts N V 447, 448, 454[10], 455 (ll. 1–7)[11], 461, and 464; c) N V 450, a memorandum tablet concerning several *ḫābirū* (including a woman) who were assigned partly to various private persons, partly to the "palace", i. e. the government, and to "the country of Arraphi"[12]; d) the record of legal proceedings SMN 2145[13]; e) the unpublished lists SMN

[4] "La question des Ḫabiri" in *Revue de-l'Histoire des Religions* CXVIII (1938), pp. 170ff.

[5] With the exception of ll. 10ff., which contain the usual enumeration of the witnesses and of the seals impressed upon the tablet, N V 452 was transliterated and translated by E. Chiera and E. A. Speiser, *JAOS* XLVII (1927), pp. 44f. It will be seen (below, p. 607) that their translation needs some modification.

[6] N V 453 is a so-called *Sammelurkunde* recording two transactions of the same character on one clay tablet.

[7] N V 455 is another *Sammelurkunde* recording two different transactions, both of which are witnessed by the same persons. With the exception of the list of those witnesses, the following year date (see below, p. 609), and the concluding enumeration of the seals impressed upon the tablet, N V 455 was transliterated by Chiera, *loc. cit.*, p. 122. As for his comment on the text, it is open to various corrections.

[8] N V 456, a third *Sammelurkunde*, records three agreements, the second of which does not concern a *ḫābiru*; cf. below, p. 591.

[9] See above, note 3.

[10] Apart from the list of the witnesses and the usual remarks concerning the seals impressed on the tablet, N V 454 was transliterated and translated by Chiera and Speiser, *loc. cit.*, p. 44. Cf. above, note 5.

[11] See above, note 7.

[12] For a transliteration and partial translation of this text see Chiera, *loc. cit.*, pp. 120f.

[13] SMN 2145 has been published in transliteration and translation by R. H. Pfeiffer and E. A. Speiser in *Annual of the American Schools of Oriental Research* XVI (1935/36), pp. 33 and 95, respectively. Cf. below, pp. 612ff.

3191, 3199, and 3208, which, to judge from Chiera's brief remarks[14], resemble the well-known Old Babylonian records in the Yale Babylonian Collection according to which certain groups of *ḫābirū* received their food from the government[15]; and f) the isolated contract N V 465[16]. Practically, only the texts of groups a and b include details which make it possible to approach the so-called *ḫābirū*-עברים problem from a new point of departure.

With the exception of N V 455, ll. 8–16[17], the contracts enumerated sub a consist of, or begin with, the clause *X*[18] *ḫābiru u ramānšu ana wardūti ana Teḫiptilla uštēribšu*[19] "(concerning) X[18], the *ḫābiru*:[20] he caused himself to enter as a servant into (the house of) Teḫiptilla[21]". To be sure, at first glance it might

[14] *Loc. cit.*, p. 118.

[15] As for the contents of these Old Babylonian texts, see E. M. Grice, *Yale Oriental Series (Babylonian Texts)* V (1919), p. 14; J. Lewy, *Ḫabiru und Hebräer* (*Orientalistische Literaturzeitung* XXX [1927]), col. 741, and particularly B. Landsberger, *Ḫabiru und Lulaḫḫu* (*Kleinasiatische Forschungen* I [1930]), p. 322. For an Old Babylonian memorandum according to which a temple administration equipped *ḫābiru* soldiers with certain garments see V. Scheil, *Revue d'Assyriologie* XII (1915), p. 115 and cf. J. Lewy, *loc. cit.*, col. 740; B. Landsberger, *loc. cit.*, pp. 322f.

[16] N V 465 sheds no light upon the social and legal status of the *ḫābirū*, since transactions like those recorded in this *Sammelurkunde*, far from being limited to the *ḫābirū*, involved members of all classes of the population of ancient Nuzi.

[17] For this document see below, p. 594.

[18] X = proper name.

[19] For minor variants which do not affect the sense of this essential clause cf. the translations given in the following pages. The writer intends to present elsewhere transliterations of the texts discussed in this paper.

[20] By using a colon and adding a parenthesized "concerning", we try to render the characteristic *u* "and" which, in the Akkadian text, precedes the accusative *ramānšu* "his person", "himself". As for the construction and sense of the latter word, see note 22.

[21] Regarding the rank and the official position of "Teḫiptilla, the son of Puḫišenni", who appears in hundreds of Nuzi documents, see below, pp. 600ff. It would be well to note in this connection that in both of the transactions recorded in the *Sammelurkunde* N V 453, as well as in the contracts N V 456, ll. 1–8 and JENu 1023, our clause concerns more than one *ḫābiru* man or woman. In the documents in which one or two *ḫābiru* women are involved, namely in N V 452, 453, ll. 10–15, 456, ll. 24–27, and JENu 1023, the express-

seem that the expression *ana wardūti*, which we translate by "as a servant", should be rendered by "as a slave". But certain additional clauses found in documents such as N V 458 show that in the majority of the *ḫābiru* texts from Nuzi this rendering (which, in fact, was proposed by Chiera and Speiser[22]) is precluded. In N V 458, the introductory clause "(concerning) [Warad]-Kubi, the *ḫābir*[*u*] from the country of Aššur: he caused [h]imself to [ente]r as a servant into (the house of) Teḫiptilla, the son of Puḫišenni" is followed (in ll. 6–10) by the statement "and if Warad-Kubi infringes (the agreement) and le[aves][23] Teḫiptilla's house, he shall g[ive] 1 strong-bodied man (as) [his] substitu[te] to Teḫiptilla"[24]. It goes almost without saying that this provision, which is incompatible with Chiera's assumption that Warad-Kubi was a slave, characterizes N V 458 as a kind of a labor contract between Teḫiptilla and an Assyrian worker. Similar provisions are in fact found in some "*titennūtu* agree-

ion *ana wardūti* "as a servant" (literally "for servantship") is, in keeping with the context, replaced by *ana amūti* "as a maidservant" (literally "for maidservantship")

[22] *Loc. cit.*, p. 44; cf. Chiera, *loc. cit.*, pp. 118ff. Chiera's and Speiser's translation of the accusative *ramānšu* by "of his own will" is incompatible with the document *Harvard Semitic Series* V (1929; hereafter quoted as HSS V) no. 40, a *titennūtu* text (see below, note 25) which contains the following analogous passage: *ù ra-ma-ni-ia* . . . . . *i-na bīt*^{meš} *it ša* ^{m}*A-ka*$_4$-*wa-til* . . . . . *uš-te-ri-ib*. Since, as Speiser himself realized (in his translation of HSS V 40, *JAOS* LIII [1933], p. 37; cf. *ibidem*, LII [1932], p. 360), this passage means "and I caused myself (*ramāni-ia*) to enter . . . . . in(to) the house of Akawatil", it is evident that, in the introductory clause of the *ḫābiru* texts, *ramān-šu* is the object of the verb *uštēribšu*. (Cf. also the unequivocal first clause of the text N V 434 discussed below, p. 598.) Accordingly, the suffix *-šu* of *uštēribšu* is a "pleonastic" reference to *ramānšu*. As in other classes of Akkadian texts, these "pleonasms" are frequent in the texts from Nuzi; cf. passages such as ^{m}*A-ka*$_4$-*wa-til* ^{m}*Zi-gi a-na ia-ši ut-te-ir-šu* (HSS V 19 ll. 12–14).

[23] Literally "goes out from".

[24] The restoration of the partly damaged words follows from the corresponding clause of N V 463 which, with slight variants in the wording, states that if the *ḫābiru* in question should "infringe (the agreement) and leave Teḫiptilla's house", "he shall furnish, (as) his substitute, (someone) who is made as he [i. e. as good as he (cf. Chiera, *loc. cit.*, p. 120)] to Teḫiptilla".

ments", i. e. labor contracts concluded between Teḫiptilla as the employer and skilled artisans as employees[25].

Our conclusion is confirmed by a contract which Teḫiptilla made with an Assyrian scribe. Although the scribe is not designated as a *ḫābiru*, this agreement (N V 456, ll. 9–23) must be analysed here, in the first place because most of its clauses recur in *ḫābiru* texts of the groups a and b, and secondly because it is written on the same *Sammelurkunde* N V 456 as two actual *ḫābiru* documents[26]. In this contract, the initial clause "(concerning) Attilammu, the scribe[27]: he caused himself to enter into (the house of) Teḫiptilla as a servant" is supplemented by the following three provisions: 1) "As long as Teḫiptilla lives, Attilammu shall respect him"[28], 2) "Teḫiptilla shall give him food and clothing" (l. 15), 3) "Whenever Attilammu will be absent from the place of Teḫiptilla's son, he shall give to Teḫiptilla's son a scribe as his substitute, and then he m[a]y, on his part, go" (ll. 16–23). The formula "A shall respect B" recurs in approximately contemporary adoption documents and later texts from Assyria, in Old and Neo-Babylonian tablets, some of which likewise concern adoptions, as well as in a number of adoption documents and other texts from Nuzi itself. Its sense was well described by P. Koschaker[29], who says that the verb *palāḫu* "to respect", "to serve" designates "eine personenbeziehungsweise familienrechtliche Abhängigkeit und charakterisiert insbesondere das Verhältnis des Adoptierten zum Adoptanten".

That also in the texts from Nuzi the term *palāḫu* does not

[25] That the much discussed *titennūtu* texts are labor contracts was proved by Hildegard Lewy in chapter VI (pp. 85ff.) of her monograph *Feudal System and Exploitation of Royal Domain according to the Texts from Nuzi* (*Archives d'Histoire du Droit Oriental, Mémoires*, vol. I).

[26] Cf. above, p. 588.

[27] According to Chiera's (only too brief) remarks (*loc. cit.*, pp. 117 and 121), JENu 919, an unpublished duplicate (?) of N V 456 ll. 9–23, replaces the words *At-ti-ila-mu* ^{amēl}*ṭupšarru* of N V 456 l. 9 by *At-ti-la-am-mu* ^{amēl}*Aš-šu-ra-a-a-ú*, i. e. "Attilammu, the Assyrian".

[28] See ll. 13–15^{a}: *a-dì* ^{m}*Te-ḫi-ip-til-la bal-ṭú* ^{m}*At-ti-ila-mu i-pal-la-aḫ-šu*.

[29] *Über einige griechische Rechtsurkunden aus den östlichen Randgebieten des Hellenismus* (Leipzig 1931), p. 12.

necessarily refer to the services of a slave is particularly obvious in view of texts such as the will HSS V 73 in which a wealthy citizen of Nuzi stipulated that so long as his wife "Zilibkiaše lives", his sons should "respect her".[30] Thus it seems to be beyond doubt that ll. 13–15 of the contract under discussion between Teḫiptilla and the scribe Attilammu merely state that the latter owed to Teḫiptilla the obedience which a loyal servant owes to his patron, and that he was obliged to serve during Teḫiptilla's lifetime, while Teḫiptilla, on his part, was bound to maintain him. In order to show that the *palāḫu* clause is actually aimed at committing one of two contracting parties loyally to serve the other, it would, however, be well to mention that it recurs in a Middle Assyrian text which records a solemn declaration made by three men when they entered, probably as body-guards, into the services of an Assyrian prince. This unique document[31], which hardly needs further comment, runs as follows: "Enlil-šum-ereš, the son of Aḫuni, Ḫimsateia, the son of Subuniia, (and) Nadanate approached[32] Aššur-ša'zuni[33],

[30] A transliteration and translation of HSS V 73 is to be found in E. A. Speiser's *New Kirkuk Documents relating to Family Laws* (*Annual of the American Schools of Oriental Research* X [1928/29]), pp. 51f.

[31] No. 159 of O. Schroeder's *Keilschrifttexte aus Assur verschiedenen Inhalts* (Leipzig 1920). For a transliteration and translation with brief commentary (which need a few minor corrections) see Schroeder, *Zeitschrift für Assyriologie* XXXIV (1922), p. 165.

[32] Literally "came close" (*iq-tar-bu*). In all likelihood, the verb *iqtarbū* is to be combined with the collective *qurrubūti* "bodyguard" (literally "they who have been made close [viz. to the king]"), the reading and meaning of which was elucidated by B. Landsberger, *Zeitschrift für Assyriologie* XXXIX (1930), p. 292.

[33] Perhaps it should be mentioned that the reading of this proper name (which hardly makes any sense) is doubtful. A prince *mAš-šur-ša-'-zu-ni* appears in no other Middle Assyrian text. Dr. A. Sachs considers it possible that Schroeder misread the name and that the prince is identical with the eponym *dA-šur-da-i-su-nu* (var. *mdA-šur-da-i-sú-nu*) whom he would approximately date to the reigns of Šulmānu-ašarid I or Tukulti-Ninurta I. Dr. Sachs was further kind enough to tell me that the ensuing hypothetical dating of our document is compatible with the year date at its end, especially if it is assumed that the eponym Samnuḫa-ašarid is identical with the *abarakku* Samnuḫa-ašarid who appears in no. 129 line 5 of E. Ebeling's *Keilschrifttexte*

the son of the king, saying: «this one[34] is my stronghold[35]. As long as the lord[34] lives, I shall respect the lord[34]. The servant[36] of my lord[34] am I. Nobody shall take me or detain me[37] in order to pronounce judgment (upon me). May the hand of my lord[34] be powerful over his servants[38].» Month *Muḫur-ilāni*, day 17th, eponymy Samnuḫa-ašarid[39]."

Also the final clause of the contract between Teḫiptilla and Attilammu shows that the latter was in a position which cannot well be described as slavery: provided that he placed another scribe at the disposal of his master, or rather his master's son[40], he was entitled to leave. It is significant that the three clauses in ll. 13–26 of Attilammu's contract with Teḫiptilla are identical, or almost identical, with provisions found in those *titennūtu* texts from Nuzi which, as has been mentioned above (pp. 590f.), must be interpreted as labor contracts concluded when Teḫiptilla — or his son Ennamati — wanted to enlist the services

aus Assur juristischen Inhalts (Leipzig 1927). For the meaning of the name Samnuḫa-ašarid (which was strangely misunderstood by A. Ungnad, *Real-lexikon der Assyriologie* II [1938], p. 454) see J. Lewy, *Revue de l'Histoire des Religions* CX (1934), p. 63.

[34] I. e. the prince.

[35] Literally "my strong one" (*da-an-ni*). Against the tentative suggestion of P. Koschaker, *Neue keilschriftliche Rechtsurkunden aus der El-Amarna-Zeit* (Leipzig 1928), p. 32 note 5 (33), the expression *da-an-ni šu-ut* is to be compared with the Old and Late Assyrian passages which I discussed in *Mitteilungen der Vorderasiatisch-Aegyptischen Gesellschaft* XXXV, 3 (1935), p. 85 note b.

[36] Ideogram *NITÁ* = *wardu/urdu*, as in the introductory clauses of groups a and b of the *ḫābiru* texts from Nuzi.

[37] Instead of *e-ka-la-an-ni*, we read *ú(!)-ka-la-an-ni*. The emendation is all the more probable since, to judge from Schroeder's autography, the first sign of the verb is slightly damaged.

[38] Literally "May the hand of my lord be a (protecting) barrier over his servants". The expression recalls the idiom היד החזקה והזרע הנטויה in biblical passages such as Deut. 7.19.

[39] For this date see above, note 33.

[40] For the fact that Teḫiptilla's sons frequently acted as their father's proxies and helpers, and held, under his supervision, offices in connection with which they, too, were compelled to employ Akkadian scribes, see H. Lewy, *loc. cit.*, pp. 14ff. and 33. Cf. further below, p. 601.

of certain trained craftsmen, as, for instance, weavers and carpenters.[41]

Another strong argument against the definition of the *ḫābirū* of the Nuzi texts as slaves is furnished by the fact that neither of the *ḫābiru* contracts mentions a purchase price paid for — or given to — the *ḫābiru* servants. This is particularly striking in view of N V 455 ll. 8–16, a contract by which a father assigned his son as a servant to Teḫiptilla. This important document runs as follows: "Mār-Ištar, the *ḫābiru* from the country of Akkad, gave his son Zilginur[i][42] as a servant to Teḫiptilla[43]. Thus (declared) Mār-Ištar: «In case I take (back) my son Zilginu[ri], then I shall give 10 servants to Teḫiptilla.» Thus (likewise declared) Mār-Ištar: «In this year I came from the country of Akkad.»" If Mār-Ištar had sold his son into slavery,

[41] As for the clause "as long as Teḫiptilla lives, he shall respect him", we refer particularly to N III 304 ll. 9ff. ("for 10 years Itḫinnamar" — i. e. the worker with whom Ennamati concluded the *titennūtu* agreement N III 304 — "shall respect [i. e. "serve"] Ennamati"). The clause "Teḫiptilla shall give him food and clothing" recurs in N III 319; here as well as in the adoption document N I 18 = N IV 405 it serves the purpose of obliging Teḫiptilla to pay a pension to the other party. The final clause of Teḫiptilla's agreement with Attilammu has an especially close analogy in N III 299 (for the interesting details of this agreement between Teḫiptilla and a weaver and for related passages see H. Lewy, *loc. cit.*, pp. 88f. and 155). In this connection attention may be called to the significant fact that also the introductory clause found in our contract and in the *ḫābiru* texts of group a is closely related to the initial clause of a *titennūtu* tablet: see SMN 365 (published and translated by R. H. Pfeiffer and E. A. Speiser, *loc. cit.*, pp. 41f. and 109f., respectively), ll. 1–6 and cf. HSS V 40 (see above, note 22).

[42] The reading and the meaning of this proper name are not certain. Is the name Ḫurrian and to be compared with names such as Izannuri or is it a Nuzian rendering of an Akkadian **Zalak-kī-nūri* "Bright as light"?

[43] It is interesting to note that in the first clause of this document the usual verb *uštērib* "he caused to enter" is replaced by *iddin* "he gave". This agrees perfectly with the use of the two verbs in the first clause of various *titennūtu* contracts, as follows from SMN 365 (see above, note 41) on the one hand, and texts such as SMN 2078 (published and translated by Pfeiffer and Speiser, *loc. cit.*, pp. 42f. and 111) on the other. Cf. P. Koschaker, *Über einige griechische Rechtsurkunden* p. 14 note 1, who, however, should not have referred to HSS V 40, 13f., and see also N V 449 (below, note 125) and N V 464 (below, note 85).

he certainly would have received a compensation for him comparable with the price usually paid for a slave. At the same time, this text also refutes the theories which define the *ḫābirū* as captives or people who had been deported from their native country. For, as a prisoner of war or the like, Mār-Ištar would not have declared that he "came" from Akkad.[44] It is equally significant that neither this nor any other of the *ḫābiru* texts from Nuzi contains the guarantee clause safeguarding the buyer of a slave against possible claims by a third party, a clause which is so typical of contracts recording the sale of a slave or the exchange of slaves.[45] To be sure, JENu 1023 contains this guarantee clause and even mentions an amount of 40 shekels of silver paid by Teḫiptilla to a relative of two *ḫābiru* women, but a careful examination of this document shows that Chiera[46] was wrong in quoting this text in support of his contention that the *ḫābirū* appearing in the texts of the Teḫiptilla archives entered as slaves into Teḫiptilla's house. The following is a translation of JENu 1023:

"Ištar-aḫat and [Aḫa]tiia — (concerning) these 2 women, *ḫābirū* from the country of Akkad: they caused themselves to enter as servants[47] into Teḫiptilla's house. And D[ū]r-ilišu is the kinsman[48] of the women. In case the women have a claimant, then Dūr-ilišu shall clear them and give (them) to Teḫiptilla. And Teḫiptilla gave 40 shekels of silver in exchange for[49] his[50]

[44] As will be seen below (cf. note 86 and particularly p. 609), the same declaration was made by a *ḫābiru* with whom Teḫiptilla concluded the agreement N V 455 ll. 1–7.

[45] Examples of such contracts are N II 115 (transliterated and translated by A. Saarisalo, *New Kirkuk Documents relating to Slaves* [Helsingfors 1934], pp. 38f.) and N III 280 (*ibidem*, p. 50).

[46] *Loc. cit.*, p. 119f.

[47] Literally "for maidservantship"; cf. above, note 21.

[48] So with Speiser, *loc. cit.* (see above, note 3), p. 436f., who recognized that *šu-ur-šu-nu* stands for *ši-ir-šu-nu*. This replacing of *i* by *u* reflects Ḫurrian influence; cf. our remarks in *Revue des Etudes Sémitiques* 1938, p. 51 note 2 and the observations of M. Berkooz, *The Nuzi Dialect of Akkadian* (Philadelphia 1937), pp. 34ff.

[49] Literally "as" or "instead of".

[50] The pronoun refers to Dūr-ilišu.

potestas[51]. In case Dūr-ilišu infringes (the agreement) and demands (them back), then he shall furnish 10 minas of gold to Teḫip⟨til⟩la." (There follow two lists of 20 witnesses and of the owners of the four seals impressed upon the tablet; the latter list begins with the statement "seal of Dūr-iliš[u] w[ho] gave the women".) "In case the women infringe (the agreement) and say «we are not maidservants», then they shall furnish a tenfold mina[52] of gold." The interpretation of those stipulations of JENu 1023 which are not paralleled by any clauses of the other *ḫābiru* texts[53], certainly offers no difficulty once it is remembered that the "Teḫiptilla archives" embrace a number of contracts concluded between Teḫiptilla — or relatives of his[54]— and the fathers or other relatives of marriageable girls. As a rule, those documents — the details of which were discussed by Koschaker in connection with analogous texts not

[51] The abstract noun *ewirūtu* "potestas" is a synonym of *bēlūtu*, in which Akkadian *bēlu* "lord" is replaced by its Ḫurrian equivalent *ewiru*. That *ewiru* "lord" belonged not only to the West Ḫurrian vocabulary (as apparently presumed by Speiser, *loc. cit.*, pp. 437f.) follows from the onomastic material from Nuzi, which includes personal names such as *E-wi-ra-ka₄-li* (N V 447, 7; 18) and *E-wi-ra-bi-li* (HSS V 61, 16). The latter name can only mean "The Lord [i. e. "the lord par excellence", or "god"] is my lord", just as the West Ḫurrian name *E-wi-ri-šar-ri* (see Ch. Virolleaud, *Syria* XI [1930], p. 311; cf. F. Thureau-Dangin, *ibidem* XII [1931] p. 254) means "The Lord is my king". The reading *ki-ma e-wu-ru-ti-šu* (intended by Chiera, *loc. cit.*, p. 120 and proposed by Speiser, *loc. cit.*, pp. 434–438, who refers to the Ḫurrian term *ewuru* "heir" and renders *ewurūtu* by "*ewuru*-rights") is precluded by the context. As will be seen below, Dūr-ilišu acted not as the heir of the two women, but as a *pater familias* who, by virtue of his *potestas*, agreed with Teḫiptilla that the latter should have the right to marry the two women to husbands of his choice.

[52] For the peculiar *ú-šu-ru-ú MA.NA* see Speiser, *loc. cit.*, p. 435.

[53] The last clause of JENu 1023 has a parallel in the second clause of the damaged text N V 460. Apart from the list of the witnesses and the enumeration of the seals impressed upon the document, N V 460 runs as follows: "(Concerning) [. . . . . .]ḫāa, the *ḫā*[*biru*]: he [caused] himself to [ent]er [as a serv]ant into (the house of) [Teḫip]tilla, [the son of Puḫiš]enni. [In case . . . .] ḫāa [infringes] (the agreement) [he shall furnish . . . . . minas] of silver (and) [. . . . . minas of gold to Teḫipti]lla."

[54] Cf. above, note 40.

concerning Teḫiptilla[55]— record that Teḫiptilla paid a certain amount of silver to the father (or relative) of a girl and by so doing obtained the right to give the girl to a husband of his choice, including slaves or servants of his. In striking analogy with the guarantee clause of JENu 1023, in which Dūr-ilišu promised to clear Ištar-aḫat and Aḫatiia if they should be claimed by a third person, these texts usually contain a stipulation obliging the father (or relative) of the girl in question to "clear her" in case she should "have a claimant". The amount of silver paid by Teḫiptilla to the fathers or relatives of such girls varies from ten to forty five shekels[56]; but since N V 430[57] shows that sometimes the parties agreed upon twenty shekels, the forty shekels mentioned in JENu 1023 may well be considered as an adequate sum given to Dūr-ilišu for transferring to Teḫiptilla the right of marrying off the two girls. In other words, JENu 1023 records two agreements of a different character, both of which concerned the same persons, namely the *ḫābiru*-women Ištar-aḫat and Aḫatiia on the one hand, and Teḫiptilla on the other. In the first agreement, which finds its normal legal expression in the first and in the last clause of the text[58], the women consented "to serve in Teḫiptilla's house". In the second agreement, Dūr-ilišu, the kinsman of the two women who by law had the power to give them in marriage to husbands of his choice, conveyed this power to Teḫiptilla. Accordingly, the hitherto unparalleled composition of JENu 1023 is due to a desire to record the two agreements in one document; the insertion of a statement indicating Dūr-ilišu's relationship to the women and of three clauses pertinent to the second transaction caused the separation of the two clauses containing the conditions of Ištar-aḫat's and Aḫatiia's service.

[55] See Koschaker, *Neue keilschriftliche Rechtsurkunden* (above, note 35), pp. 82ff. and cf. the same author's corrections and additional remarks in *Zeitschrift für Assyriologie* XLI (1933), pp. 14ff.

[56] For references see Koschaker, *loc. cit.*, p. 16 note 2.

[57] N V 430 (=Nu 308) was transliterated and translated by Chiera and Speiser, *JAOS* XLVII (1927), p. 41.

[58] Cf. the agreement N V 460 (above, note 53) which consists of only two clauses corresponding to the first and the last clause of JENu 1023.

It would be well to refer in this connection to the document N V 434, since it supports the conclusion that Teḫiptilla paid the forty shekels of silver not because Ištar-aḫat and Aḫatiia were sold to him (as presumed by Chiera and Speiser), but because he obtained the right to give them in marriage to servants or slaves of his. The contract N V 434 — the introductory clause of which offers an interesting parallel to the first clause of the *ḫābiru* texts of group a — begins as follows: "Akimninu, the daughter of Itḫipšarru, caused herself to enter as a wife[59] into (the house of) Izannuri, the servant[60] of Teḫiptilla. And Teḫiptilla, the son of Puḫišenni, gave 10 shekels of silver to Akimninu. In case Akimninu [l]eaves[61] the house of Izannuri, the servant of Teḫiptilla, and [s]peaks the name of another man[62], [A]kimninu shall furnish 1 mina of silver (and) 1 mina of gold to Teḫiptilla. [In case] Izannuri [m]arries another wife and (thus) causes Akimninu to leave his house[63], Izannuri shall furnish [1 mina] of silver (and) 1 mina of gold [to] A[k]imninu....[64]". This unmistakable document also makes it certain that contracts involving the transfer to Teḫiptilla of the right of marrying a girl to a husband of his choice are not necessarily marked by the occurrence of one of the terms *ana mārtūti* (*u kallātūti*) *nadānu*, *ana aḫātūti nadānu*, or *ana aššūti nadānu*[65]. Since, accordingly, our interpretation of Teḫiptilla's agreement with Ištar-aḫat's and Aḫatiia's kinsman Dūr-ilišu does not imply that the author of JENu 1023 disregarded the legal form to be given to such transactions, the purport of the document is

[59] Literally "for wifeship".

[60] Ideogram *NITÁ*=*wardu*. Since the following clauses show that, in theory at least, Izannuri was free to marry whomever he wished, it seems that he was a servant rather than a slave.

[61] Literally "goes out from"; cf. above, note 23.

[62] So with Speiser, *JAOS* LV (1935), p. 442.

[63] Literally "causes Akimninu to go out [fro]m his house". These words indicate that Akimninu had the right to leave Izannuri in case he married another woman.

[64] Unfortunately, the last clauses of the text are badly damaged; their contents are, however, of no importance for the present discussion.

[65] This seems to have been presumed by Koschaker (see *Zeitschrift für Assyriologie* XLI, p. 28), to whom N V 434 was not available.

beyond doubt; it can by no means be adduced in support of the theory that a purchase price was paid for the *ḫābirū* who entered "into Teḫiptilla's house".

Our examination of almost all of the *ḫābiru* texts of group a[66] has proved that, on principle, the *ḫābirū* who "caused themselves to enter into Teḫiptilla's house" must be considered not as slaves but as servants. The reasons for which Teḫiptilla was willing to accept their services remain for the time being conjectural, since these texts are absolutely silent as to the work performed by a *ḫābiru* man or woman. Thus it is most interesting to note that the contracts listed above, p. 588 sub b contain such information. With the exception of N V 464[67], the documents of this group consist of, or begin with, the clause *X*[68] *ḫābiru ana wardūti pīšu u lišānšu ana bīt Teḫiptilla ušēribšu*[69] "X[68], the *ḫābiru*, caused his mouth and his tongue to enter as a servant into Teḫiptilla's house".[70] Since *pīšu u lišānšu* (=Hebrew פיו ולשונו, Prov. 21.23) is a current Akkadian term meaning "his organ of speech"[71], and since it cannot be doubted that *pīšu u lišānšu* is the object — not the subject — of the verb *ušēribšu*[72], this clause manifestly states that the *ḫābiru* in

[66] As for N V 452, see below, pp. 607f.

[67] For N V 464 see below, p. 603, note 85.

[68] X=proper name.

[69] For insignificant variants of the clause cf. the following translations.

[70] In N V 447 and N V 461 the clause concerns two or several *ḫābirū*. Nonetheless, the ἓν διὰ δυοῖν *pī u lišānu* (see note 71) remains in the singular, as if several men had but one organ of speech. So also in the related text N V 462 (see below, note 85). In N V 447, the scribe erroneously wrote [*pi-i*]-*šu-ú-nu i-na lišān-šu* instead of [*pi-i*]-*šu-nu ù lišān-šu-nu*.

[71] The meaning of the term *pī u lišānu*, which occurs not infrequently in Assyrian religious texts, was pointed out by B. Landsberger in *Mitteilungen der Altorientalischen Gesellschaft* IV (1928/9), p. 311 and *apud* P. Koschaker *Neue keilschriftliche Rechtsurkunden aus der El-Amarna-Zeit*, p. 26 note 4. Cf. further K. F. Müller in *Mitteilungen der Vorderasiatisch-Aegyptischen Gesellschaft* XLI/3 (1936), pp. 28f. It may be added that Landsberger's interpretation of the expression *pī u lišānu* is in line with the passage כבד פה וכבד לשון אנכי in Ex. 4.10.

[72] If the ἓν διὰ δυοῖν *pīšu u lišānšu* were the subject of the verb *ušēribšu* (as was assumed by Chiera and Speiser, *loc. cit.*, p. 44), the clause would read *pīšu u lišānšu ša X ḫābiri ana wardūti* . . . . . *ušēribšu*; cf. the idiom *lišānšu*

question placed his linguistic abilities at the command of Teḫiptilla. In other words, to judge from this clause, certain *ḫābirū* seem to have agreed to serve as teachers of a foreign language, as interpreters[73], or the like[74] in the house of the man whom,

ša N kinanna iqtabī "the tongue of N spoke as follows", which occurs so frequently in records of legal proceedings from Nuzi (e. g., N IV 392, 26ff.; 395, 8f.). As for the "pleonastic" suffix of the verb *ušērib*, cf. above, note 22.

[73] Perhaps it should be recalled that an interpreter (*targumānum*) bearing the Assyrian name Šumma-libbi-Aššur appears as early as 2000 B. C.; see S. Smith, *Cuneiform Texts from Cappadocian Tablets in the British Museum* IV (London 1927), pl. 29[b], 6ff.

[74] It might seem at first glance as if N V 448 refutes this conclusion. This text begins, in the usual way, with the statement that "the *ḫābiru* [A]dad-rabi [caused] his [mouth] and his tongue [to en]ter as a [s]ervant [into (the house of) Teḫ]iptilla, the son of Puḫiše[nni]" and that "[Adad]-rabi will respect [him] as long as [Teḫipti]lla lives" (for this clause see above, pp. 591ff.). But in ll. 8–13[a] these clauses are supplemented by the following provision: "[Whene]ver Adad-rabi [will be absent] [from the hou]se of Teḫiptil[la], then [he shall gi]ve 1 Nul[lian] [as his substitute t]o Teḫiptilla and (only) then [he may], on [his] par[t], [go]". It is evident that a man from the country of Nullu could not replace a trained Akkadian scribe or interpreter, for as has been shown by Landsberger, *Kleinasiatische Forschungen* I, pp. 325f., the Nullians, i. e. the natives of the mountainous country of N/Lullu, were, in the eyes of the Babylonians, "the barbarians" par excellence. (If, on the other hand, the Nuzi documents leave no doubt that they were appreciated as slaves, this is to be attributed to their healthy constitution; see E. A. Speiser, *Mesopotamian Origins* [1930], pp. 88ff.) However, in all likelihood the intention of the clause regarding the Nullian was not to provide Teḫiptilla with an adequate substitute for his servant Adad-rabi, but to compensate him for the work the latter failed to do during his absence. An analogous provision is found in those *titennūtu* texts in which a trained artisan entered for service into the house of a patron; there it is stipulated that for each day's absence from work the artisan had to pay one mina of copper (see H. Lewy, *op. cit.*, pp. 86 ff.), which sum evidently was intended to compensate the master for the work which should have been done by the artisan during this day. — Our restoration of the badly damaged ll. 8–13[a] of N V 448 is based upon the corresponding clause (ll. 16–23) of the contract N V 456, ll. 9–23 (see above, p. 591). A restoration after ll. 6ff. of N V 458 (see above, p. 590) or ll. 5[b]ff. of N V 463 (see above, note 24) might also be considered. But it is clear that the interpretation of the document as a whole does not depend upon this comparatively unimportant detail.

Incidentally, the main interest of N V 448 lies in the fact that, in the introductory clause, the usual *wardūti* is replaced by [. . .]-*el-lu-uḫ-lu-ti*.

about 1450 B.C., the Mitannian king had appointed to the office of *ḫalṣuḫlu*, or district officer, in the Transtigridic city of Nuzi and as such entrusted, *inter alia*, with the administration and supervision of vast royal feudal estates granted to numerous Ḫurrian retainers[75].

Various data appear to confirm this conclusion. It is certain that Teḫiptilla, as the head of important branches of the Mitannian administration in the dependent Ḫurrian state of Arrapḫa, needed servants familiar with a foreign language, since in the Arrapakhitis (as in the other dependencies of the Mitannian empire) Akkadian was the administrative language in which all documents and records were written[76]. It can even be inferred that at the time when Teḫiptilla held the office of *ḫalṣuḫlu* at Nuzi, the demand for such servants, especially scribes, must have been particularly great. Only a comparatively short time

Accordingly, [. . .]*elluḫlu* is the Ḫurrian equivalent of Akkadian *wardu*. For the following reasons the apparently damaged word is possibly to be restored to [*gi*]-*el-lu-uḫ-lu-ti*: a passage from the unpublished text SMN 908, which was quoted by E. R. Lacheman *apud* R.F.S. Starr, *Nuzi* I (1939), p. 542, indicates that certain people were called *geld/tuḫlu*; *geld/tuḫlu*, evidently a professional name of the same type as *ḫalṣuḫlu*, i. e. *ḫalṣu+ḫ+lu*, and *manzatuḫlu*, i. e. *manza+tu+ḫ+lu*, is to **geluḫlu* what *paši-ḫi* is to its variant *paši+i+ḫi*. Accordingly it is not unlikely that both *geltuḫlu* and **gelluḫlu* have the same meaning. Cf. further N II 123, 11, where *SAG* (perhaps = *wardu*; cf. Deimel, *Šumerisches Lexikon* no. 115, 12) seems to be followed by the phonetic complement *lu-uḫ-[lu* . . . . .].

[75] For Teḫiptilla's official position and the intricate details of his administrative tasks revealed by the numerous cuneiform tablets found in the so-called "house of Teḫiptilla" near Yalghan-Tepe (Nuzi) and published by E. Chiera (cf. above, note 3), see H. Lewy, *loc. cit.*, pp. 1ff. It would be well to recall in this connection that, as approximately contemporary documents from Aššur have shown, contracts concluded by public officials in the interest of their government usually refer neither to the position of the officials involved nor to the government for which they acted; cf. Koschaker, *loc. cit.*, pp. 137ff. It is therefore not surprising that the *ḫābiru* texts from Nuzi quote Teḫiptilla and "his house" as if he had acted not in his official capacity, but as a private citizen.

[76] That Akkadian was the language of the administration also in the western regions of the Mitannian state follows now with certainty from the Atchana tablets which have been published and discussed by S. Smith in *The Antiquaries Journal* XIX (1939), pp. 38ff.

had elapsed since the conquest of the Nuzi-Arrapḫa region by the Mitannians[77], so that the local Mitannian administration was still in an early stage of development and, consequently, must have needed the services of many persons who were able to perform the various tasks connected with an orderly administration. It is further clear that such servants could more easily be found among the highly cultured Babylonians and Assyrians than among the Ḫurrians whose settlement in the Arrapakhitis had begun but a few generations before and was still continuing.[78] Thus it may well be assumed that the *ḫābiru* texts of group b reflect the influx of persons who, in view of their knowledge of Akkadian, hoped to be employed in the Mitanno-Ḫurrian administration at Nuzi. Direct evidence to this effect is furnished by the above-discussed document N V 456 ll. 9–23[79], according to which Teḫiptilla enlisted the services of an Assyrian scribe.[80] The significant fact that most of the *ḫābirū* mentioned in the tablets of group b bear Akkadian names[81] and that one of them is even said to be from Akkad[82] points in the same

[77] See H. Lewy, *loc. cit.*, pp. 101ff., who has shown in detail that Teḫiptilla, who was probably a contemporary of Saušsatar or his immediate successor, was the first *ḫalṣuḫlu* to be sent by a Mitannian king to the *ḫalṣu*, or administrative district, of Nuzi.

[78] Cf. the rôle of the Aramaean scribes in the Old Persian empire and of the Greek and Persian scribes under the early caliphs.

[79] See above, p. 591.

[80] That Attilammu was not the only Akkadian scribe in the service of the Mitannian administration at Nuzi is shown by the Akkadian names of other scribes mentioned in the administrative records which were excavated in the so-called house of Teḫiptilla. For a "dynasty" of such scribes see the (not always reliable) genealogical tree of the descendants of Apil-Sin compiled by A. Saarisalo, *loc. cit.*, p. 101.

[81] The names of the *ḫābirū* Adad-rabi (N V 448), Ṣillī-Kubi (N V 454), Taribatum (N V 455, ll. 1–7), and Atkala-Šamaš (N V 461) are Akkadian. In N V 447, the names of the *ḫābirū* in question are lost. The only Ḫurrian name is Ari-Tešup (N V 464), and perhaps the damaged name ^{m}*Ú*-[. . . .]-*ku*(?)-*pu-ur* (N V 461). It may be mentioned that also in the texts of group a the *ḫābirū* with Akkadian names outnumber those who bear Ḫurrian names; cf. Chiera, *loc. cit.*, p. 117 and cf. above, pp. 590ff., below, *passim*.

[82] See N V 455 ll. 2f.: *Taribatum* ^{amēl}*ḫābiru ša* ^{māt}*Akkadā*; cf. below, note 86.

direction.[83] This assumption is by no means contradicted by the fact that some of the men[84] who "caused their mouth and their tongue to enter as a servant into Teḫiptilla's house" are called *ḫābirū*, while others who are said to have done the same thing are not given this epithet[85]. Obviously, the former were foreigners who, before entering into Teḫiptilla's service had been living abroad[86], whereas the latter, although likewise non-Ḫurrians[87], were subjects of the Mitannian empire or its dependencies. This is all the more apparent since the population of the Arrapḫa-Nuzi region itself, which for centuries had been under the rule of Babylonia and Assyria[88], and that of the Mesopotamian (previously Assyrian) parts of the Mitannian state included Akkadian-speaking elements. These people

[83] In passing it may be noted that it is evidently this employment of both Babylonian and Assyrian scribes which accounts for the Assyrianisms in the Nuzi texts.

[84] In distinction from the *ḫābiru* texts of group a, the contracts of group b concern no women; this is hardly merely accidental.

[85] Cf. the text N V 462 which begins as follows: "[. . . . .]-šēzib, Mār-I[štar], and Warad-Tašmētum: these 3 men from the country of Inzalti(?) gave their mouth and their tongue as a servant to Teḫiptilla, the son of Puḫišenni." It is noteworthy that in the initial clause of this text the verb *šūrubu* "to cause to enter" is replaced by *nadānu* "to give". This detail, however, does not affect the meaning of the clause, since there is also a *ḫābiru* text which exhibits the same peculiarity. We refer to the aforementioned document N V 464, which (apart from the usual list of the witnesses and the enumeration of the seals impressed upon the tablet) consists of the following statement: "Ari-Tešup, the [*ḫābiru*], together with the people of [his] fam[ily] gave his mouth and his tongue a[s a servant] to Teḫiptilla." (The restoration of *ḫābiru* is certain, since the determinative *amēlu* has been preserved; the restoration of l. 2 to *it-ti*$_4$ *ni-iš bi-*[*ti-šu*] "together with the people of [his] fam[ily]" follows from passages such as N I 18, 10 = N IV 405, 9 and N III 312, 6.) Analogous variants occur in the essential clauses of the *ḫābiru* texts of group a and of the *titennūtu* contracts; cf. above, note 43.

[86] See N V 455, ll. 1–7: "Taribatum, the *ḫābiru* from the country of Akkad, caused his mouth and his tongue to enter as a servant into (the house of) Teḫiptilla. Thus (declared) Taribatum: «In this year I c[a]me from the country of Akka[d]»." Cf. N V 455, ll. 8–16 (above, p. 594) and see particularly below, pp. 606f. and 609f.

[87] The "three men" from the otherwise unknown country of *In-za-al-ti*(?) who appear in N V 462 (see above, note 85) bear Akkadian names.

[88] Cf. J. Lewy, *JAOS* LVIII (1938), p. 451.

could, of course, not well be designated by the same term as those foreigners.

This evidence clearly supports the thesis that the Akkadian word *ḫābiru* goes back to a West Semitic *'*ābir* and means "he who crossed (the frontier)"[89], i. e. "the foreigner". On the other hand, it is not to be overlooked that the term occurs, comparatively speaking, only in a very limited number of Akkadian sources and certainly is not one of the current Akkadian words for "foreigner". Since, consequently, the word *ḫābiru* was applicable only with regard to a special type of foreigner and since, as has been shown, the *ḫābiru* texts from Nuzi deal with servants, the conclusion suggests itself that *ḫābiru* had the specific sense of "foreign servant", or the like. In other words, according to the texts from Nuzi, the term *ḫābiru* denoted aliens who were willing to place their services at the disposal of the country into which they immigrated.[89a]

It has been observed that, in distinction from the *ḫābiru* texts of group b, the contracts of group a contain no direct indication of the type of work with which the Mitannian administration in Nuzi entrusted its "foreign servants". Since, however, there appear, as early as the 20th century B.C., in Babylonia, Mesopotamia, and Asia Minor *ḫābirū* who, no doubt, were soldiers in the service of various states[90], it is hardly

[89] This explanation of the term *ḫābiru*, which I contemplated before the publication of the *ḫābiru* texts from Nuzi (see *Orientalistische Literaturzeitung* XXX [1927], col. 745), was rejected by Landsberger, *Kleinasiatische Forschungen* I, p. 329, who boldly asserts that German „einer der (die Grenze) überschritten hat" cannot correspond to a Semitic participle. Evidently, Landsberger was not aware of the sense of participles such as השבים, העלים, or הבאים in Ezra 6.21; 8.1, 8.35. Cf. the lengthy list of such participles in Gesenius-Kautzsch, *Hebräische Grammatik*[28] (1909), p. 371 sub d.

[89a] [Our conclusions are now supported by the observations of A. Falkenstein, *Zeitschrift für Assyriologie* XLV (1939), pp. 8ff. concerning Sumerian incantation texts which were unearthed at Boğazköy. He shows that these texts (which seem to have been copied for the purpose of teaching Sumerian) were not written by Hittite scribes, but by a Babylonian who lived in the Hittite capital.]

[90] *Ḫābirū* in the service of Old Babylonian states who, in all likelihood, were soldiers, are known from the texts enumerated above, note 15. An Old Assyrian letter which mentions *ḫābiru* mercenaries in Asia Minor was published by I. J. Gelb, *Inscriptions from Alishar and Vicinity* (Chicago 1935), pl. III no. 5; see my detailed discussion of the pertinent passage in *Archives d'Histoire du Droit Oriental* II (1938), pp. 128–131. As for Mesopotamia, we refer to the extracts from unpublished Ma'eri tablets communicated by Dhorme, *loc. cit.*, pp. 175f. and Ch.-F. Jean, *Revue des Etudes Sémitiques* 1938, p. 132, which, in my opinion, furnish definite proof that the *ḫābirū* of the 20th century B. C. constituted troops of soldiers — comparable to the French *légion étrangère* — in the service of the governments. It is evident that these "Landsknechte" were disliked by the native populations. Thus they were called "murderer" (*SA.GAS*<Akkadian *šaggašum*; see Landsberger, *loc. cit.*, p. 322) and "robber" (*ḫabbatum*; cf. A. Deimel, *Šumerisches Lexikon* I [1928], p. 260). As for *LÚ.SA.GAS* at the time of the Third Dynasty of Ur, see Landsberger, *loc. cit.*, p. 321 note 2.

too daring to assume that, as in so many other cases, the Mitannians and Ḫurrians followed the example of older states in this respect too[91]. If this is so, the essential clause of the texts of group a "X, the *ḫābiru*, caused his person to enter as a servant into Teḫiptilla's house" committed foreigners who, in contrast to the persons involved in the texts of group b, were not "specialists" to serve as mercenary soldiers of the Mitannian government. There is even some direct evidence to this effect: one of the unpublished texts of group e, which, as has been noted above (pp. 588f.), recall the Old Babylonian *ḫābiru* texts, includes a brief reference to an amount of barley "for the horse of the *ḫābiru* from the country of Akkad".[92] On the other hand, it is evident that the clause which merely said that a foreigner placed his person at the command of the state was also applicable in contracts concluded not with mercenaries but with other individuals or groups of individuals, including women, who agreed to serve upon the same or similar terms as those soldiers.

There is no reason to assume with Landsberger[93] that the persons who entered into such commitments were people with-

[91] This assumption is all the more justified since *ḫābiru* soldiers also appear in the army of a Hittite king; see E. Forrer, *Die Boghazköi-Texte in Umschrift* II (Leipzig 1926), p. 9*; cf. further the damaged text B.M. no. 108584+108642 (published by L. W. King, *Hittite Texts in the Cuneiform Character from Tablets in the British Museum* [London 1920], pl. 32), obv. ll. x+3ff.

[92] See the passage from SMN 3191, ll. 19f. quoted by Chiera, *loc. cit.*, p. 118.

[93] *Loc. cit.*, p. 323; cf. also *Archiv für Orientforschung* X (1935–36), p. 141.

out "Familienzugehörigkeit". On the contrary, since the above-discussed document N V 464[94] concerns a "*ḫābiru* together with the people of his family[95]", it is manifest that the groups of foreigners[96] who placed their services at the command of the Mitannian government were sometimes at least related by blood ties[97]. The text JENu 1023 (above, pp. 595ff.) even brings direct evidence to this effect. Also the agreement N V 455, ll. 8–16 (see above, p. 594), in which a *ḫābiru* committed not himself but one of his sons to service "in Teḫiptilla's house"[98], shows that Landsberger's contentions concerning the status of the *ḫābirū* are without foundation.[99] The same document, as well as the other contract recorded in the *Sammelurkunde* N V 455, refutes at the same time Landsberger's repeated assertion that they were "heimatlos". For each of the two *ḫābirū* involved is designated as a "*ḫābiru* from Akkad" and each of them is expressly said to have declared that he "came this year from

[94] See above, note 85.

[95] Literally "of his house".

[96] As has been mentioned above (see notes 21 and 70), a comparatively large number of agreements concluded by Teḫiptilla — i. e. the government (see above, pp. 600f. and note 75) — with *ḫābiru* servants concern more than one *ḫābiru* man or woman.

[97] It goes without saying that larger families which decided to emigrate in order to gain a livelihood abroad must have preferred to serve under the government rather than in private households. Service under the government, the various agencies and enterprises of which needed many hands, and under princes gave them a chance to maintain their family ties, while service on small estates or in houses owned by private persons necessarily led to a more or less pronounced dissolution of the immigrant groups.

[98] Inversely, the document N V 456 ll. 24–27 records that a "*ḫābiru* woman together with her child caused herself to enter as a maidservant [*ana amūti*; cf. above, note 21] into (the house of) Teḫiptilla".

[99] The fact that in many cases — not always, as presumed by Landsberger (*loc. cit.*, p. 324 note 1) — the proper names of the *ḫābirū* appear without patronymics has no significance. A survey of the administrative texts from Nuzi shows that, regardless of the rank of the person involved, the addition of the patronymic was considered more or less unnecessary when the name of a man was accompanied by a professional name. The reason for this practice is evident: as a rule, a reference to a man's office or profession was sufficient to distinguish him from his namesakes. In other words, the appellative and quasi-professional name "*ḫābiru*" (or "*ḫābiru* from Akkad", and the like) left no doubt as to the identity of the individual concerned.

Akkad"[100]. Also a number of other texts carefully record the native land of the *ḫābirū* concerned; cf., e. g., N V 458 ("Warad-Kubi, the *ḫābiru* from Aššur"), JENu 1023 ("these 2 women, *ḫābirū* from Akkad"), N V 459 ("Mār-Idiglat, the *ḫābiru* from Aššur").

The analysis of the documents discussed in the preceding pages has shown that, as a rule, the persons whom the Nuzi texts designate as *ḫābirū* were free men and women who had left their native countries, sometimes together with their families, in order to take service "in the house of Teḫiptilla". But N V 452, the only text of groups a and b still to be examined, confronts us with the question as to whether all of them remained free people. Apart from the usual list of witnesses and the enumeration of the seals impressed upon the document, N V 452 reads as follows: "(Concerning) Sin-baltī[101], the *ḫābiru* woman: she caused herself to enter as a maidservant[102] into the house of Teḫiptilla. But in case Sin-baltī infringes (the agreement) and goes[103] into another house, [then] Teḫiptilla will pluck out the eyes[104] [of] Sin-baltī and [also] sell[105] her for a price[106]."

[100] As to the purpose of this declaration, see below, pp. 609f.

[101] Since a proper name ^{md}*Sin-ba-al-ti* (<*Sin-bāštī*) is current in the contemporary Babylonian sources (see A. T. Clay, *Personal Names from Cuneiform Inscriptions of the Cassite Period* [New Haven 1912], p. 124), the transliteration ^{fd}*Sin-pa-al-ti* (so Chiera and Speiser, *loc. cit.*, pp. 44f.; cf. Chiera, *loc. cit.*, p. 117) is to be replaced by ^{fd}*Sin-bá-al-ti*. It will be seen below that Chiera's tentative identification of this name with [*f*]^{d}*Sin-bá-al* (N V 453 l. 10) was probably correct, although it implies a minor mistake on the part of the scribe of N V 453.

[102] *ana amūti*^{ti}, cf. above, note 21.

[103] To judge from Chiera's autography, the verb *illak* "(she) goes" is damaged, but his and Speiser's first publication of the text (*loc. cit.*, p. 44) as well as the context show that the reading *i-la-*[*ak*] is certain. Cf. below, note 107.

[104] So according to the text. Since, however, it was a custom of the Nuzi scribes to provide ideograms with the plural sign even in cases where the singular was intended, it is possible that only one eye is meant. This is all the more likely since a similar passage of the Babylonian Code (see below, note 107) speaks of only one eye and since it is hard to see how Teḫiptilla could have succeeded in selling a completely blind person.

[105] Literally "give", "hand over".

[106] Perhaps it should be recalled that the expression "to give (a person)

Although it is not perfectly clear why the second clause of N V 452 provides for the destruction of Sin-baltī's eyesight[107], the practical consequences of the addition of the whole clause to Sin-baltī's agreement with Teḫiptilla are evident: she lost her freedom to such an extent that her status actually did not differ from that of a slave. Whereas the *ḫābirū* who appear in the above-discussed documents N V 448, 455, ll. 8ff., 458, 460, 463, and JENu 1023 had, at least theoretically, a possibility of leaving their place of service even if this meant an infringement of their contract[108], she submitted to being sold like a slave if she should attempt to leave. In other words, a sharp distinction is to be made between two classes of *ḫābirū*: those of the first class were treated as servants who under certain conditions were allowed to quit their service; those of the second class were in

for a price" (*ana šīmi nadānu*) recurs as a terminus technicus in those documents which deal with the sale of slaves; cf., e. g., SMN 2111 (Pfeiffer and Speiser, *loc. cit.*, pp. 31f. and 93, respectively); HSS IX 25 (Saarisalo, *loc. cit.*, pp. 25f.); N II 179 (*ibidem*, p. 46f.).

[107] This punishment, which might have had a symbolic meaning, seems to have been inflicted upon persons who wrongfully left the place where they belonged. Cf. §193 of the Babylonian Code, according to which one eye of the (adoptive) son of a eunuch or of a *zikrum* was to be removed if he had "gone to the house of his (natural) father". The original idea might have been to prevent the delinquent, by destroying his normal eyesight, from re-finding the place to which he had escaped.

[108] Inasmuch as the *ḫābirū* of these six documents were bound to pay silver and gold in case they should infringe their agreement and "leave" (or, according to the wording of JENu1023, declare that they were not servants), it is likely that this condition actually prevented them from breaking their contract, since, as a rule, they certainly were unable to pay the penalty. This may apply also to the provision in N V 455, ll. 8ff. (see above, p. 594) by which Mār-Ištar was bound to furnish 10 servants in case he should take his son back. But inasmuch as the infringement of the contract carried with it the obligation merely to furnish one substitute servant, it appears that this was feasible. Attention may be called in this connection to N II 113. This text, which is supplemented by N V 440, records that Teḫiptilla's son Ennamati agreed with a certain Ḫulukka and his wife Puḫuia, who seem to have been servants of Ennamati's, upon the release of two of their children in exchange for four other persons among whom there was at least one other child of Ḫulukka and Puḫuia. It is evident that similar exchanges may have been carried out by *ḫābiru* servants.

the position of lifelong slaves. This means, of course, nothing less than that the legal status of the *ḫābirū* at Nuzi was more or less the same as that of the so-called Hebrew slaves of the Bible; for the well-known laws of Ex. 21.2ff. and Deut. 15.12ff. draw a distinction between the עבד עברי who after six years of service leaves the house of his patron as a free man and the עבד עברי who, after these six years, becomes a slave "for ever", since he said to his master "I will not go out free from thee"[109]. The outward similarity of the terms *ḫābiru* and עברי being thus paralleled by a far-reaching similarity of the principles governing the legal status of both *ḫābiru* servants and "Hebrew slaves", there is no longer room for any legitimate doubt as to the correctness of the contention that, on principle, the *ḫābirū* of the Akkadian sources correspond to the עברים of the Old Testament and that, accordingly, עברי was an appellative denoting a member of a particular class of the population before it became a gentilic denoting an Israelite or a Jew.

As has been mentioned, the biblical law prescribes that the עבד עברי who did not want to become a slave was to be dismissed in the seventh year of his service. Since no law-code has been unearthed in the "house of Teḫiptilla" or elsewhere at Nuzi, we have no direct evidence to the effect that an analogous provision was to be found in the laws of the Mitannian empire and its dependencies. But the contracts N V 455, ll. 1–7 and N V 455 ll. 8–16 make it certain that this was actually the case. As has been seen[110], both agreements end with statements according to which the "*ḫābirū* from Akkad" who concluded these two contracts with Teḫiptilla declared that they had "come this year from Akkad". Furthermore, the list of the witnesses to the two agreements is accompanied by a year date from which it follows that the tablet was written when "Kuššiḫarbe (became) city ruler of Nuzi"[111]. The insertion of this year date between the list of the witnesses and the usual enumeration of

[109] So Deut. 15.16 (cf. Ex. 21.5: לא אצא חפשי).

[110] Cf. above, note 86 and p. 594, respectively.

[111] See ll. 30b–32: *šattu ki-ma ṭup-ṭu ša-aṭ-rù* ^{m}*Ku-uš-ši-ḫar-be ḫa-za-an-nu-ú ina* $^{\bar{u}l}$*Nu-zi* "the year when the tablet was written (was the year named) «Kušši-ḫarbe (became) city ruler in the city of Nuzi»".

the seals impressed on the record underlines the importance of the declaration of the two *ḫābirū*; for among more than a thousand documents from Nuzi published hitherto there are only about a dozen tablets which carry a year date. It is, therefore, beyond doubt that each of the two *ḫābirū* from Akkad had a special interest in the exact determination of the year in which his — or his son's — service "in Teḫiptilla's house" began. This implies, of course, that the contracts were concluded for a limited time. Since, on the other hand, the number of years is not stated in either of the two contracts, it is obvious that, as in ancient Israel, the length of service was automatically fixed by law[112].

The aforementioned fact that several *ḫābiru* texts[113] contain nothing but the statement that "X, the *ḫābiru*, caused himself"— or "his organ of speech"—"to enter as a servant into Teḫiptilla's house" suggests a similar conclusion. For without the existence of detailed laws regulating the status of "foreign servants" such laconic clauses would not have been sufficient to establish unequivocally the conditions under which the *ḫābirū* were willing to serve. It would, however, be a mistake to assume that the pertinent laws and the law transmitted to us in Ex. 21.2ff. were absolutely identical; the contract N V 448, which obliged a *ḫābirū* to serve until Teḫiptilla's death[114], would have been incompatible with the biblical law.

[112] It would be well to add that this result of an examination of N V 455 carries with it the further conclusion that the penalty clauses of the contracts N V 455 ll. 8ff. (above, p. 594), N V 460 (above, note 53), and JENu 1023 (above, pp. 595f.) and the clauses in N V 448 (above, note 74), N V 458 (above, p. 590), and N V 463 (above, note 24) which provide for substitutes in case the "foreign servant" should leave, must have covered only the length of service fixed by law. In other words, when these documents provide for the case that leaving the service meant a breach of the contract, but do not deal at all with the possibility that the *ḫābirū* in question left without infringing their agreements with Teḫiptilla, this is due to the law which automatically entitled them to depart after they had served for a certain number of years.

[113] N V 447; 453, ll. 1–9; 453 ll. 10–15; 454; 456, ll. 1–8; 456, ll. 24–27; 459; 461; 464.

[114] For the wording of N V 448 see above, note 74; for other cases in which a servant's obligations lasted until the death of his patron, see above, pp. 591ff.

Since, as has been shown, the *ḫābiru* who had served for a certain number of years was confronted with the alternative of either leaving his master's house as a free man or continuing to serve him as a slave, the question arises as to whether the texts from Nuzi contain any direct evidence of such a change in the legal status of a "foreign servant". This seems in fact to be the case. Ll. 10–15 of the *Sammelurkunde* N V 453 record that two *ḫābiru* women named Sin-bal<tī>[115] and Ḫuluki[116] "[caused] themselves to [en]ter [as ma]idservants[117] into (the house of) [Teḫ]iptilla". In other words, the women committed themselves to serve on the usual conditions. One of these women, Sin-baltī, recurs, as has been mentioned, in the document N V 452, from the second clause of which we concluded[118] that she became a slave. Consequently, the text N V 452 may actually represent a new contract in which Sin-baltī committed herself to slavery after the period of service tacitly agreed upon in her first contract with Teḫiptilla (N V 453, ll. 10ff.) had elapsed[119].

This leads to another correspondence between Nuzian and biblical law. While analysing N V 452 we had occasion to recall that, according to Ex. 21.2ff. and Deut. 15.12ff., the עבד עברי was enslaved after he had declared that he did not want to leave his patron. It seems that the *ḫābirū* at Nuzi made analogous declarations when they decided to remain with their masters, although this meant enslavement for them. The first text which suggests this conclusion is N V 457. Aside from the list of witnesses and the enumeration of the seals impressed upon the document, N V 457 reads as follows: "Declaration[120]

[115] For this reading of the name see above, note 101.

[116] The text being damaged, the reading [f]*Ḫu-lu-ki* is not absolutely certain. In consideration of the name f*Wa-ḫu-lu-ki* (N V 449, 1ff.; see below, note 125) and in view of the possibility that the scribe again omitted a sign, or that the dimensions, as indicated in Chiera's copy, are not absolutely exact, [f]<*Wa*>-*ḫu-lu-ki* or [f][*W*]*a-ḫu-lu-ki* might be the better reading.

[117] *ana amūti*; see above, note 21.

[118] Cf. above, pp. 607f.

[119] In regard to the possibility that a second contract of a similar character concerning the other woman involved in N V 453, ll. 10ff. has been preserved, see below, note 125.

[120] Literally "tongue" (*lišānu*).

of [Ilī-utu], of Sin-iddina, and of [Adadm(i)-ilu]. They said «Together with [our] son[s], with our wives, and with our [daughter]s, (we are) to be[121] male slaves[122] and female slaves[123] of Teḫiptilla, the son of [Puḫišen]ni». And in case Ilī-utu, [Sin-idd]ina, and Adadm(i)-ilu infring[e] (the agreement) and say to Teḫi[pti]lla «We are not male slaves and female slaves», then Teḫiptilla will pluck out [th]eir eyes and sell[124] [th]em for a price." To be sure, the document does not state that Ilī-utu, Sin-iddina, and Adadm(i)-ilu were *ḫābirū*, but their Akkadian names and the close relation of the last clause of N V 457 to the second clause of the *ḫābiru* text N V 452 favor the assumption that they belonged to this class of Teḫiptilla's servants[125]. The second text to be quoted in this connection is SMN 2145[126], a typical record of legal proceedings and the only complete *ḫābiru* text from Nuzi hitherto published which does not come from the administrative archives excavated in the "house of Teḫiptilla". It begins, as is usual in such abstracts of legal cases, with a statement concerning the litigant parties: "Tulpunnaia, the

[121] Literally "for" (*ana*).

[122] Ideogram *NITÁ*=*wardu* (cf. above, notes 21 and 36)+plural sign *MEŠ*. It goes without saying that in this text *wardu* denotes a slave and not a servant.

[123] Ideogram *GEME*=*amtu*+plural sign *MEŠ*.

[124] Literally "give", cf. above, notes 105 and 106.

[125] N V 457 is closely related to N V 449. Although the unparalleled first clause of this contract is so much damaged that nothing certain can be said about the persons concerned, it would be well to add the text for the sake of comparison with N V 457 and 452: "Waḫuluki is the [widow(?)] of Šekaru. She gav[e] herself, toge[ther with her child] to Teḫiptilla for maidservantship and servantship [*ana amūti u wardūti*; cf. notes 21 and 122f.]. And in case Waḫuluki infringes (the agreement) and leaves Teḫiptilla's house and says thus: «I (am) not a female slave [*amtu*; cf. note 123] and my sons (are) not male slaves [*NITÁ*+*MEŠ*; cf. note 122]», then Teḫiptilla, (as regards) Waḫuluki together with her child, will pluck out their eyes and sell them for a price". (There follow the usual enumeration of the witnesses and the list of the seals impressed upon the document. Since Waḫuluki appears in this list, it seems that she was *sui juris*; this suggests the tentative restoration of *almattu* "widow" in l. 1 of the text.) As has been mentioned above (see note 116 and cf. note 119), it seems possible that Waḫuluki is mentioned in the contract N V 453, ll. 10–15.

[126] See above, note 13.

daughter of Š[eltunnaia][127], appeared with Ammar-ša-ili[128], the *ḫābiru* [from Akkad(?)][129] in a lawsuit before the judges". As in some analogous documents, this preamble is not supplemented by any declaration on the part of the plaintiff. Instead the text immediately records the reasons for the decision reached by the judges and the judgment itself: "Since Ammar-ša-ili entered as a slave[130] to Tulpunnaia — but he infringed (the agreement) and appeared before the judges, and (then) the tongue[131] of Ammar-ša-ili testified[132] before the judges «as a slave of Tulpunnaia I did enter»—, Tulpunnaia prevailed in the lawsuit and the judges, as regards Ammar-ša-ili, in accordance with his testimony[132], to Tulpunnaia as a slave surrendered[133] him."[134] It would be well to note that, in accordance with a widespread practice[135], Tulpunnaia and Ammar-ša-ili went to court not because they had an actual legal dispute, but in order to obtain an official document which left no doubt as to Ammar-ša-ili's status[136]. The particular value of this record, however,

[127] For Tulpunnaia, who was one of the leading personalities at Nuzi, her archives, her personnel, and her various activities apparently necessitated by the administration of her real estate, see Speiser, *Annual of the American Schools of Oriental Research* XVI (1935/36), pp. 75ff. and H. Lewy, *loc. cit.*, pp. 83f.

[128] That (against Speiser, *loc. cit.*, p. 95) the name *A-mar-ša-ili* is to be rendered as Ammar-ša-ili follows from the contemporary Babylonian sources; cf. the passages quoted by Clay, *loc. cit.*, p. 54. It should not be confused with *A-ma-ar-ili*, i. e. Ammar-ili, in N I 39, 16.

[129] Because of the regrettable fact that the editors of the documents from the Tulpunnaia archives abstained from adding autographies of the cuneiform texts to their publication, it remains uncertain whether the gap after *ḫa-bi-ru-ú* is large enough to allow the restoration proposed in the text.

[130] *ana wardūti*.

[131] Literally "said".

[132] Literally "his tongue".

[133] As for the verb *it-ta-an-nu* "they surrendered", literally "they cast", see Speiser, *loc. cit.*, p. 95 and cf. the unequivocal *i-it-ta-an-ni* in SMN 2118 (*ibidem*, p. 27), l. 8.

[134] As usual, the judgment is followed by a list of the seals impressed upon the document and by a reference to the scribe who acted as clerk.

[135] See G. Eisser and J. Lewy, *Die altassyrischen Rechtsurkunden vom Kültepe* I (Leipzig 1930) pp. 279ff. and H. Lewy, *loc. cit.*, p. 76 note 2.

[136] This follows with certainty from the fact that Ammar-ša-ili was not punished at all, although he is said to have "infringed the agreement".

lies in the fact that Tulpunnaia was a private person. This shows that, as was to be expected in view of the biblical law, it was not only the government which enlisted the services of *ḫābirū*.

To conclude from the various indications contained in the above-discussed documents, *ḫābirū*, or "foreign servants", seem to have lived in more or less compact groups on the large estates of the government, around its manufactories and in its garrisons, as well as scattered all over the Mitannian empire and its dependencies. So far as the vassal state of Arrapḫa is concerned, this conclusion is borne out by the memorandum N V 450 which, as has been mentioned on p. 588, records, *inter alia*, that three *ḫābirū* were sent to "the palace", while another was assigned to "the country of Arrapḫi". That analogous conditions must have prevailed in the other parts of the empire follows from the much discussed fact that the "gods of the *ḫābirū*"[137] appear among the divine witnesses to the various treaties which, in the first half of the 14th century, were concluded between king Šubbiluliumaš of Ḫatti, on the one hand, and the rulers of the Mitannian state and its former dependencies on the other[138]. For it is self-evident that the "gods of the *ḫābirū*" were invoked in this connection because they represented an important part of the population of all those countries[139].

[137] See *Keilschrifttexte aus Boghazköi* I (Leipzig 1923) no. 2 rev. l. 27: *ilāni*^{meš} *ša* ^{amēl}*SA.GAS*. As for the variants, see J. Lewy, *Orientalistische Literaturzeitung* XXX (1927), col. 826 and particularly A. Gustavs, *Zeitschrift für die alttestamentliche Wissenschaft* XL (1922) p. 314; XLIV (1926) pp. 26ff. In view of the irrefutable evidence collected by Gustavs on p. 33 of his second paper, it is hard to understand how Landsberger, *loc. cit.*, pp. 326–328 could assert that the scribe of the second copy of the Šubbiluliumaš-Mattiwaza treaty made a mistake and that therefore the unequivocal testimony of this text should be eliminated from our sources.

[138] As a rule, the invocations in the treaties of Šubbiluliumaš's successors with their contemporaries in various countries are drawn up after the model of the older treaties; see E. F. Weidner, *Politische Dokumente aus Kleinasien* (=*Boghazköj-Studien, herausg. von O. Weber* VIII and IX, Leipzig 1923), passim and J. Friedrich, *Staatsverträge des Ḫatti-Reiches* (=*Mitteilungen der Vorderasiatisch-Aegyptischen Gesellschaft* XXXI, 1 and XXXIV, 1, Leipzig 1926–1930), passim.

[139] This opinion, which I expressed in greater detail twelve years ago (*loc. cit.*, col. 825f.), was rejected by Landsberger, *loc. cit.*, p. 327; according

Direct evidence to the same effect comes from those Amarna letters which in unmistakable terms attest the presence of *ḫābirū* around or in cities such as Batruna, Gubla (Byblos), Sidon, in the "country of Ubi" (Damascus) and in many other places of Syria and the Phoenician coast.[140]

This leads us to the question as to whether and to what extent the references to the *ḫābirū* in Syria and Palestine which are so characteristic of the Amarna-tablets are in line with the results of our examination of the *ḫābiru* texts from Nuzi. A first hint of the sense in which the term *ḫābiru* occurs in the Amarna correspondence is furnished by the texts Kn. Am. nos. 91 and 67. No. 91, a letter from Rib-Addi of Gubla to the king of Egypt, begins, after the usual preamble, as follows: "W[hy] are you sitting (idly) [and] ho[ld]ing back (from action) while the *ḫābiru*[141], the dog, captures [yo]ur [citi]es! [At the time when]

to him "wäre die summarische Anrufung der Götter eines Volkes oder einer Volksschicht ohne jede Analogie im gesamten babylonischen Schrifttum". However, the treaties in question were written not by Babylonians, but in the western countries of the fertile crescent. Moreover, there is no actual difference between the invocation of the "gods of the *ḫābirū*" and the summary invocation of, for instance, "the male deities and the female deities altogether of the country of Kizzuwatna", which is current in the very same treaties. For since there was no "country of the *ḫābirū*" the gods of which could have been referred to as the "gods of the *ḫābiru* country", it was only natural to speak of "the gods of the *ḫābirū*". Cf. also the summary invocation of "the gods of Assyria, the gods of Akkad, the gods of (the country on) the other side of the river [*ilāni ebir nāri*]" in the treaty between Esarhaddon and king Ba'al of Tyre (K.3500+K.4444+K.10235; cf. the transliteration and translation of the document by E. F. Weidner, *Archiv für Orientforschung* VIII [1932–33], pp. 29ff.).

[140] For references see O. Weber *apud* J. A. Knudtzon, *Die El-Amarna-Tafeln* (Leipzig 1915; hereafter quoted as Kn.Am.) II pp. 1147f. A comprehensive analysis of the pertinent passages was made, e. g., by Ed. Meyer, *Geschichte des Altertums* II, 1 (Stuttgart and Berlin 1928), pp. 347ff. Much like the present writer (see *loc. cit.*, col. 746, 825f. and *Revue de l'Histoire des Religions* CX [1934], pp. 34ff.), Meyer shared the — unjustified — common opinion that the *ḫābirū* of the Amarna letters were nomadic invaders. But there is in fact not a single passage in these letters which precludes the different interpretation which will be suggested in the following pages.

[141] ^{amēl}*GAS MEŠ*. The context shows that the plural sign is to be disregarded; cf. above, note 104.

he captured [the ci]ty of Ṣumura, [then I w]rote t[o y]ou «why are you holding back (from action)» . . . . ." The much damaged letter no. 67 contains (in ll. 16ff.) the following exclamation: "Now he (is) like a *ḫābiru*, a dog which ran away[142], and seized your city, [the city] of Ṣu[mur]!" Obviously, the two passages, the interrelation of which is beyond doubt[143], identify, or compare, a *ḫābiru* with a dog. This implies, however, that *ḫābiru* denotes a servant. For the writers of the Amarna-letters employ *kalbu* "dog" in parallelism, or juxtaposition, with *ardu* in the sense of "humble servant"[144]. This is shown, e. g., by Kn.Am. no. 60, ll. 6ff., where Abd-Aširta, the prince of Amurru, assures the Egyptian king of his loyalty in these terms: "Behold I (am) a servant of the king and a dog of his house, and I keep watch over the whole country of Amurru for the king, my lord". We quote further Kn. Am. no. 71, where Rib-Addi refers (in ll. 16ff.) to the same Abd-Aširta as follows: "What (is) Abd-Aširta, the servant, the dog, that he captures the country of the king? What (is) his strength?! But powerful (is) his strength through the powerful *ḫābirū*[145]. Hence dispatch to me 50 pairs of horses and 2 hundreds of footmen so that I may make a stand against him in the city of Šigata until (royal Egyptian) troops march out, so that he may not assemble all the *ḫābirū* and capture the city of Šigat[a] and the city of Ambi." From a comparison of this passage with the lines quoted above from nos. 67 and 91 it follows at the same time that in seizing a royal city a vassal of the king of Egypt behaved "like a *ḫābiru* and a dog which ran away". In other words, Rib-Addi defines a *ḫābiru* as a disloyal servant who rose against his master. This suggests, of course, the conclusion that, if not all, at least a part of the *ḫābirū* referred to in the Amarna-letters were soldiers by whose

[142] Literally "a dog which has been lost".

[143] Cf. Knudtzon, *Orientalistische Literaturzeitung* XVII (1914), col. 488.

[144] For Babylonian texts and late Assyrian letters in which *kalbu* recurs as an expression of subservience see F. Delitzsch, *Assyrisches Handwörterbuch* (Leipzig 1896), p. 328; Muss-Arnolt, *A Concise Dictionary of the Assyrian Language* (Berlin 1905), p. 384.

[145] ^{amēl}*GAS*; cf. the plural sense of ^{amēl}*SA.GAS* in ll. 12 and 21 of the letter AO 7096 (published by F. Thureau-Dangin in *Revue d'Assyriologie* XIX [1922], pp. 98ff.).

insubordination princes and cities loyal to Egypt were seriously menaced, particularly when, or because, treacherous vassals made common cause with them. In order to confirm this conclusion, some lines from the tablets Kn. Am. nos. 271 and 195 may be quoted. No. 271, a letter from Milki-ili, the prince of Gezer, to the Egyptian court, brings direct proof that the writers of the Amarna letters who complained about the dangerous activities of the *ḫābirū* considered them as rebellious servants: "May the king my lord know that the insurrection against me and Šuwardata is strong. And may the king my lord save his country from the hand(s) of the *ḫābirū*. If not, then may the king my lord dispatch chariots in order to fetch u[s so th]at our servants will [n]ot slay us."[146] No. 195, a letter from Namiawaza, contains direct evidence to the effect that the *ḫābirū* were soldiers in the service of the local princes who, since the great victories of Thutmosis III over Mitanni, ruled over the Syro-Palestinian cities and districts in the name of the Egyptian kings: "I, together with my soldiers and my war-chariots and together with my brothers and together with my *ḫābirū*, . . . am at the command of the (royal Egyptian) troops." Thus it is certainly not too daring to conclude that the term *ḫābiru* occurs in the Amarna-letters in the same sense as in the *ḫābiru* texts from Nuzi and that, in principle, the position of the *ḫābirū* of Palestine and Syria was analogous to that of the *ḫābirū*, or "foreign servants", in the Arrapakhitis, where, as we have seen, their immigration was welcomed by the administration and by private citizens since use could be made of their services for military and other purposes. But while there, in the eastern part of the fertile crescent, the employment of foreign soldiers and workers appears to have had no adverse consequences for the Mitannian administration, the Egyptian rule over Palestine

[146] That the difficulties from which the senders of the letters to the Egyptian kings suffered had arisen not from the influx of nomads but in consequence of insurrections of their own troops, follows further from ll. 33ff. of the letter AO 7093 (published by Thureau-Dangin, *loc. cit.*, pp. 91ff.), in which Rib-Addi of Gubla complains that "when I was about to conquer the country, the men abandoned (me) in order to take the country for themselves". Cf. also the observations of M. Noth, *Erwägungen zur Hebräerfrage* in *Festschrift Otto Procksch* (Leipzig 1934), p. 105.

and Syria was seriously endangered by the insurrections of the foreign mercenaries upon whom a number of disloyal vassals relied in their struggle against their neighbors and the weak Egyptian overlord.

It requires but little consideration to realize that the above-discussed pronounced similarity between the laws governing the status of a *ḫābiru* servant, on the one hand, and of an עבד עברי, on the other, confronts us with the question as to whether the biblical traditions regarding the origins of the Hebrew people might be interpreted on the basis of the indirect connection between *ḫābirū* and עברים which must be admitted in view of such similarity. According to the narratives in Genesis 41ff. and their continuation in the Book of Exodus, the ancestors of the Hebrew people migrated, because of a famine in Canaan, to Egypt, where, thanks to lucky circumstances, one of them had arisen to the highest office of the state; the king authorized him to allow the immigrants to continue their former life of shepherds and even to employ some of them as chief-shepherds in the royal service. Their descendants, however, had to do forced labor for the Egyptians and were reduced to servitude. It seems indeed that this version of Israel's beginnings combines, aside from other less important elements, the subjects of two popular tales each of which accords more or less with real facts. In a few words, the first tale may be defined as the story of the successful "Hebrew" who rose to the highest honors, the other one as an account of the fate of the less fortunate "Hebrew" population of Egypt. That the first story may well reflect realities, must be admitted in consideration of the fact that we know of no less than three *ḫābirū*, or descendants of *ḫābirū*, who, in various countries of the ancient Near East, attained prominent positions. The first of them, the grandfather of king Tettiš of Nuḫašše and Barga[147], appears at the end of the 15th century in Northern Syria; according to

[147] Tettiš was a contemporary of Šubbiluliumaš of Ḫatti (about 1395–1355), who concluded a treaty with him (see particularly *Keilschrifttexte aus Boghazköi* I [Leipzig 1923] no. 4; cf. the transliteration and translation of the treaty by Weidner, *loc. cit.*, pp. 58ff.).

the account of Muršiliš II of Ḫatti[148], a Ḫurrian, i. e. Mitannian, king invested him with the city of Iaruwandaš. The second, who bore the Kassite name Ḫarbišipak, was an influential personality at the court of Mutakkil-Nusku of Aššur (about 1150 B.C.); king Ninurta-nādin-šumi of Babylonia describes him as the actual ruler of Assyria[149]. The third, a certain Kudurra, was in the service of the Babylonian king Marduk-aḫḫē-erība (ca. 1050), who bestowed upon him valuable real estate[150]. As for the second and, from the historical point of view, more important component of the narrative in Gen. 41ff., the account of the circumstances under which the majority of the Hebrew population of Egypt immigrated and later became virtual slaves, it is even less difficult to draw parallels between the status of the Hebrews in Egypt, as described in the Bible, and that of the *ḫābirū* in the Mitannian empire and its dependencies. The royal order to employ some of the first immigrants, in consideration of their professional abilities, in the service of the government on the one hand, and the servitude of their descendants on the other, recall the above-discussed facts that the Mitannian government welcomed *ḫābirū* who were able to perform the work of trained specialists and that, at the same time, some of the *ḫābirū* who came to Nuzi lived under slave-like conditions and even became definitely slaves. Furthermore, according to Gen. 46.28, 34; 47.3, 4, 6b, 27, and Ex. 8.18; 9.26, on the one hand, and Ex. 3.21f.; 11.2, 12.35f. on the other, the Hebrews lived close together in the border province of Goshen and yet scattered all over Egypt. Indeed it appears that this seeming contradiction within the tradition, which has caused

[148] See *Keilschrifttexte aus Boghazköi* III (Leipzig 1923), no. 3 obv. I, 3ff. and cf. the translation of the document by J. Friedrich in *Der Alte Orient* XXIV/3 (Leipzig 1925), pp. 19ff.

[149] See the fragments IV R 34, 2 and B.M. 1912 — 5 — 13,2 (latest transliteration, translation, and discussion of both tablets by E. F. Weidner and B. Landsberger, *Archiv für Orientforschung* X (1935–36), pp. 2ff. and 140ff., respectively).

[150] See the stone inscription H. V. Hilprecht, *Old Babylonian Inscriptions*, I, 2 (Philadelphia 1896), no. 149. For a transliteration and English translation of this text see W. J. Hinke, *A New Boundary Stone of Nebuchadrezzar I* (Philadelphia 1907), pp. 190ff.

so much sceptical comment, reflects that typical practice of making use of the hands of the immigrants for the purpose of the government as well as of private citizens which we observed at Nuzi and which, so far as the *ḫābirū* and the Mitannian state are concerned, had the effect that some of the "foreigners" formed more or less compact masses, while others were dispersed throughout the country. As for the reasons for the severe treatment of the Israelites by the Egyptians given in Ex. 1.9f., they certainly may be considered as merely imaginary; but in view of the rôle which, according to the Amarna-letters, *ḫābirū* played in the insurrections of parts of Palestine and Syria against the Egyptians, it must be admitted that they are not necessarily fictitious[151]. Finally, when, in Ex. 5, the biblical narrative is based upon the supposition that Israel had a legitimate claim upon the worship of the "god of the Hebrews", this recalls the above-mentioned official recognition of the "gods of the *ḫābirū*" by the Mitannian kings which, of course, implies that the *ḫābirū* were free to adhere to the gods they had venerated before their immigration into the Mitannian state.

An examination of the tradition regarding the actual creation of the Hebrew nation by Moses also leads to the result that our attempt to parallel the עברים of Egypt with the contemporary *ḫābirū* of the Mitannian empire conflicts nowhere with the biblical tradition. On the contrary, it helps one to understand the work of Moses, as defined by the tradition. It is clear that a population of non-Egyptian origin which lived in Egypt in accordance with the laws regulating the status of the עברים may well have responded to the call of a man who promised liberation and emigration to a country of their own, especially

[151] As regards the additional remark at the end of verse 10, according to which the Egyptians were afraid the Hebrews might leave the country, attention may be called to ll. 10–24 of the treaty between Šubbiluliumaš of Ḫatti and Mattiwaza of Mitanni (*Keilschrifttexte aus Boghazköi* I no. 1; cf. Weidner, *loc. cit.*, pp. 4ff.). The passage records in detail that inhabitants of a number of cities and districts left the Hittite state; later when Šubbiluliumaš conquered the region to which they had emigrated, he permitted a part of those people to emigrate once more. For another detail of the narrative in Ex. 1.9–11 (cf. 5.6ff.) which is illustrated by the cuneiform sources see H. Lewy, *loc. cit.*, p. 103 note 2.

if those old laws should not have been respected by the Egyptians. It is equally obvious that the liberator, to a certain extent at least, must have set forth the laws by which the future life of the emigrants was to be governed, and it is not surprising that, as the tradition asserts, the work of liberation was carried out under the auspices and in the name of a divine protector.

But even if one should be inclined to take no account of any details of the pertinent biblical tradition, there are still some noteworthy data which favor our conclusion that the עברים of Egypt correspond to the *ḫābirū* of the Mitannian empire. In the first place, the coincidence of the presence of the latter in the Mitannian orbit with the period during which the עברים became a nation, a coincidence which seems to be underlined by the simultaneous appearance of the *'-p-r*, or "foreign laborers" in Egypt and her sphere of influence[152]. Secondly, the previous unification of all the countries in question within the Hyksos empire and the ensuing relations between Egypt and the neighboring Asiatic region which are known to have resulted in the establishment of analogous institutions and the use of the same technical terms throughout the countries concerned[153].

[152] A full discussion of the *'-p-r* texts from Egypt and Palestine by J. A. Wilson is to be found in *American Journal of Semitic Languages* XLIX (1932–33), pp. 275ff. Although Wilson necessarily based his comparison between *ḫābirū* and *'-p-r* on Chiera's remarks on the *ḫābiru* texts from Nuzi (*ibidem*, pp. 115ff.), which, as we have shown, are open to many corrections, his examination of the Egyptian sources makes it probable that the *'-p-r* correspond to the *ḫābirū* of the Akkadian sources and that, accordingly, *'-p-r* may well be the Egyptian equivalent of West Semitic עברי and Akkadian *ḫābiru*. Cf. also B. Gunn, *apud* Speiser, *Annual of the American Schools of Oriental Research* XIII (1933), p. 38, note 93 and Noth, *loc. cit.*, pp. 99f.

[153] Cf. Ed. Meyer, *loc. cit.*, pp. 69, 102, 462, 469, and passim; M. Burchardt, *Die altkanaanäischen Fremdworte und Eigennamen im Ägyptischen* (Leipzig 1909/10), passim; W. F. Albright, *The Vocalization of the Egyptian Syllabic Orthography* (New Haven 1934), passim. A characteristic example of the international use of certain termini technici in this epoch is furnished by the Mitannian title *ḫalṣuḫlu* "district officer", which we mentioned above, p. 601 and note 74. The word is a typical Ḫurrian derivation from Akkadian *ḫalṣu* "district". It recurs in the Amarna letters (see Kn. Am. nos. 30, l. 10 and 67, l. 15), where it refers to Egyptian officials, as well as in Middle Assyrian documents from Aššur and Šibaniba (see *Keilschrifttexte aus Assur juristischen*

Thirdly, the significant fact that the otherwise unparalleled laws governing the status of the *ḫābirū* in the Mitannian empire and its dependencies recur, only slightly changed, in the very first paragraph of Israel's Book of the Covenant.

The strength of these arguments is not weakened by the fact that centuries after the emigration of the עברים from Egypt to Palestine the Israelites defined עברי as a gentilic, as is best shown by the use of the term הלשון העברית = ἡ ἑβραις φωνη[154]. For this late interpretation of the old appellative only proves that the descendants of those of the "Hebrews" of Egypt who had been able to emigrate and to settle down in Palestine continued to call themselves, or to be called, עברים. Obviously, the appellative, which originally indicated the social rank and the legal status of the ancestors in Egypt, but developed into an ethnic name denoting the descendants of those "Hebrews par excellence", was never completely superseded by any tribal name or by the name Israel, although the latter became, apparently after the settlement of the emigrants in Palestine and their coalescence with other elements, the official designation of the new commonwealth within the nation itself and in relation to other peoples[155].

In order to avoid possible misunderstandings, it would be well to conclude with a few words about the different nationalities of the *ḫābirū* in the various parts of the Mitannian empire and the עברים of Egypt. As appellatives meaning "foreigners", "belonging to the foreigners" and, as a rule, denoting people who served as mercenaries, skilled workers or untrained laborers in the various parts of the former Hyksos state, the terms

Inhalts no. 224 = no. 296, l. 15 and cf. the text Bi 27 quoted by E. A. Speiser, *Gleanings from the Billa Texts* in *Symbolae Paulo Koschaker dedicatae* [Leiden 1939], p. 145). In the latter texts, in which it denotes Assyrian district officers, it appears in the spelling *ḫa-suḫ₄-lu* which is due to assimilation of the *l* to the following sibilant (cf. *šalšūmi* > *šaššūmi* and particularly the geographic name *Bar-ḫal-zi* which occasionally occurs as *Bar-ḫa-az-zi*).

[154] IV Macc. 12.7; 16.15; cf. the New Testament terms ἡ ἑβραις διαλεκτος and ἑβραιστι.

[155] See, e. g., Deut. 6.3, on the one hand, and Judg. 11.12ff., on the other, and cf. Meša' stela, ll. 5ff.; Shalmaneser III, Monolith, col. II, l. 92.

ḫābiru and עברים contain, of course, no direct reference to the race or language of the men and women in question. At Nuzi, the only region about which we have detailed direct information, most of the *ḫābirū* were Babylonians and Assyrians; others were Ḫurrians[156]. In consequence of the conditions under which they served — their masters influenced, as we have seen, the choice of their husbands and wives — they certainly included still other elements. As for Syria and Palestine, the percentage of Babylonians and Assyrians among the *ḫābirū* was in all likelihood very small, although it may be assumed, in view of the widespread use of Akkadian as the literary language also in these regions, that some of them had come from the eastern parts of the fertile crescent. On the other hand, it is certain that, in connection with the political development during the Hyksos and the Mitannian period, Syria and Palestine as well as Northern Egypt had seen a great influx of Ḫurrians and Semites from Western Mesopotamia[157]. It is therefore hardly too daring to infer that the biblical עברים were mainly Western Semites and Ḫurrians. This conclusion agrees not only with the observation that some of the most important terms of Israel's religious vocabulary as well as the names of some of Moses' relatives — probably even Moses' own name — are Ḫurrian[158], but also with the far-reaching similarity of the laws which governed the legal status of a *ḫābiru* servant in the Ḫurrian city of Nuzi on the one hand, and of a עבד עברי in Israel on the other.

[156] Cf. above, pp. 601ff. and note 81.

[157] A settlement of Ḫurrians at Gezer during the reign of Thutmosis IV is attested by Egyptian sources (see Ed. Meyer, *loc. cit.*, p. 148). As for the presence of large numbers of Ḫurrians in Syria, see now particularly S. Smith, *loc. cit.*, pp. 41ff.

[158] Cf. J. Lewy, *Revue des Etudes Sémitiques*, 1938, pp. 55ff.