This chapter investigates the language “he will bear a sin of the king” (h)i-ša LUGAL i-šad-da-ad) and similar phrases, which appear in at least 48 documents, from the reign of Nabonidus through that of Darius, that were discovered in the Eanna archive at Uruk. This study is a continuation of our work in the previous chapter. In that chapter, we reviewed the terminology of the bearing-sin expression and prior scholarship on the meaning of the phrase. Scholars have typically asserted that this phrase is a general penalty clause. The penalty to which it refers will be delineated at a later time by the individual named in the phrase, such as the king.

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1 AnOr 8 45, AnOr 8 46, AnOr 8 61, AnOr 8 67, BIN 1 169, BIN 2 114, GCCI 1 307, GCCI 2 101, GCCI 2 103, GCCI 2 120, Iraq 59 155 no. 9, PSBA 38 pl. 1, TCL 12 80, TCL 13 135, TCL 13 137, TCL 13 142, TCL 13 150, TCL 13 152, TCL 13 162, TCL 13 163, TCL 13 168, YNER 1 1, YNER 1 2, YNER 1 7, YOS 6 108, YOS 6 147, YOS 6 151, YOS 6 213, YOS 7 25, YOS 7 50, YOS 7 56, YOS 7 69, YOS 7 85, YOS 7 90, YOS 7 92, YOS 7 116, YOS 7 123, YOS 7 129, YOS 7 137, YOS 7 160, YOS 7 168 (= PSBA 38 pl. 2), YOS 7 172, YOS 7 177, YOS 7 178, YOS 7 192, YOS 19 18, and YOS 19 110. Abbreviations follow those of Orientalia with the following additions: BLD = H. C. Black, et al., Black’s Law Dictionary, 6th ed. (St. Paul: West, 1990); and BZAR = Beihefte zur Zeitschrift für altorientalische und biblische Rechtsgeschichte.

2 The terminology in the expression is common among the texts. The word for “sin” in all of the texts is h)ī[i]. The term for “to bear” or “to carry” in the Neo-Babylonian texts is either šadādu or zabālu, with zabālu as the less frequent verb (GCCI 2 101, YOS 6 108, YOS 7 116, and YOS 7 192). The word h)ī[i] is always followed by a genitival construction, such as ša LUGAL or ša mgu-bar-ru. The expression varies in terms of whom the sin is “of.” The texts may speak of bearing a “sin of the king” (AnOr 8 61, AnOr 8 67, GCCI 2 101, PSBA 38 pl. 1, TCL 13 135, TCL 13 162, YNER 1 1, YNER 1 2, YNER 1 7, YOS 6 108, YOS 6 151, YOS 6 213, YOS 7 50, YOS 7 85, YOS 7 123, YOS 7 129, YOS 7 137, YOS 7 187, YOS 7 192, YOS 19 18, and YOS 19 110), a “sin of Cambyses” (YOS 7 116), a “sin of Cyrus” (YOS 7 25), a “sin of the god and the king” (TCL 13 137, YOS 7 69, and YOS 7 90), a “sin of the god and the king” (Iraq 59 155 no. 9, TCL 12 80, TCL 13 163, YNER 1 1, and YOS 6 147), a “sin of Gobryas” (AnOr 8 45, AnOr 8 46, BINA 1 169, BIN 2 114, GCCI 2 103, GCCI 2 120, TCL 13 142, TCL 13 150, TCL 13 152, TCL 13 168, YOS 7 56, YOS 7 92, YOS 7 160, YOS 7 168 (= PSBA 38 pl. 2), YOS 7 172, YOS 7 177, and YOS 7 178), and a “sin of Nabu-šar-usur,” who was the rēš šarri (“representative of the king”) and the bēl piqitti (“overseer”) of the Eanna during part of Nabonidus’ reign (GCCI 1 307). See further, Wells and Magdalene, “Administrative Texts,” __-__ [page range to be added once first chapter is in page proofs.]
governor, or an appointed agent. The penalty or punishment is said to be a type of legal remedy, available for a wide variety of wrongs, such as a violation of a contract, a person, or an administrative order. Several scholars have suggested that this penalty is used only in severe cases that require the attention of a high ranking official. We suggested in our prior work that such interpretations of the bearing-sin phrase are problematic for a number of reasons. First, a large number of texts in our sample contradict previous proposals that have been based on smaller samples. Second, the texts are often not consistent with the pattern of documents that normally contain penalty or sentencing language. Third, the texts do not contain the elements necessary for a contract to exist, nor do they conform to the usual format of contracts. Fourth, most scholars have ignored the administrative context of the documents.

Consequently, we examined 31 of the texts that threaten one or more persons with “bearing a sin” if some circumstance should occur. We selected that data set for the chapter because all 31 texts have an administrative context. Our analysis demonstrated that, in those texts, such bearing-sin language is associated with administrative law. The language always designates a violation of an administrative rule, regulation, or order. We established that such a violation is to be distinguished from both more serious matters of a criminal nature and breaches of contract. Further, we determined that bearing-sin language is not an expression of punishment. It is, rather, a finding of guilt when an administrative rule, regulation, or order is broken. We

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3 We will not review again in detail the arguments of other scholars and our responses. See Wells and Magdalene, “Administrative Texts,” ___-___ [page range to be added once first chapter is in page proofs.]

4 These are: AnOr 8 61, AnOr 8 67, BIN 1 169, GCCI 1 307, GCCI 2 101, GCCI 2 103, GCCI 2 120, PSBA 38 pl. 1, TCL 12 80, TCL 13 135, TCL 13 137, TCL 13 150, TCL 13 152, TCL 13 162, TCL 13 163, TCL 13 168, YNER 1 1, YNER 1 7, YOS 6 151, YOS 7 69, YOS 7 85, YOS 7 90, YOS 7 116, YOS 7 123, YOS 7 129, YOS 7 160, YOS 7 168 (= PSBA 38 pl. 2), YOS 7 172, YOS 7 187, YOS 19 18, and YOS 19 110.
believe that such a violation may have brought its own administrative proceedings and the subsequent imposition of sanctions. Thus, we differ from previous interpretations.

In this chapter, we examine the 17 texts not previously studied. At first glance, all of these appear to involve a non-administrative context, in many cases a judicial context. Because the context of these 17 texts is not clearly administrative, they might seem to undermine our findings in the study of the 31 administrative texts. We hope to demonstrate here that, even where the bearing-sin language occurs outside of manifestly administrative contexts, it represents a violation of an administrative rule, regulation, or order.

**Judicial Texts**

The texts in this category contain, either explicitly or implicitly, orders that occur in the context of a trial. The officials issuing these orders are those who function as members of trial courts. They may or may not be administrative officials, as well. The orders are directed to three classes of persons: administrative officers of the court, third parties, and defendants. In the case of defendants, the orders are either a type of restraining order or a conditional verdict, a type of judicial order that we will discuss more fully below. In the case of administrative officers of the court and third parties, the order demands some specific behavior from them; once issued the recipient of the order owes the court a duty. Failure to fulfill that duty will cause the person to bear a sin. We will examine these types of orders and the consequences of breach below, dividing our discussion by the three classes of persons to whom judges issue orders.

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5 These are: AnOr 845, AnOr 846, BIN 2114, Iraq 59155 no. 9, TCL 13142, YNER 12, YOS 6108, YOS 6147, YOS 6213, YOS 725, YOS 750, YOS 756, YOS 792, YOS 7137, YOS 7177, YOS 7178, and YOS 7192.

6 Wells and Magdalene, “Administrative Texts,” __-__ [pages to be filled in]
Orders to administrative officers of the court. Courts must have a system of internal administration. This is most apparent in the case of a separate judiciary as now exists in most modern legal systems. Judges are responsible for the smooth functioning of the judicial process and have staff to assist them in that process. In the modern world, judges often have clerks, bailiffs, administrative assistants, etc. They also have certain powers that are a hybrid between judicial and administrative powers. For instance, they can order defendants moved between prisons for various reasons. Persons associated with the administration of prisons then have the responsibility to move the prisoner. They can also issue contempt of court citations to persons involved in the judicial process for violations of court rules, regulations, specific orders, judicial protocol, or appropriate courtroom conduct.

We believe judges in the Neo-Babylonian period had similar types of functions and powers to ensure the smooth functioning of their judicial process. Several of our texts are related to these judicial functions and powers. They appear judicial in nature because they are ordered by a person fulfilling a judicial role. Nonetheless, the orders are actually administrative rather than judicial in nature. The first class of documents that we investigate are the administrative orders of judges to administrative officials.

YOS 7 137 discusses five men who are in prison for various crimes, mostly, however, for running away while slaves of the Eanna temple. Four of these men declare in court, by way of
accusation, that the fifth man, “spoke evil in the prison concerning the king” ([ana mu]h}h}i šarri lā t(ābātu ina bīt kīlī [iq]tabī). The court was comprised of two temple officials, Nabumukin-apli and Nabu-ah-ê-iddin, and two royal judges, Rimut and Ba’u(???or Baba)-ereš.⁹

After hearing the accusation, the two temple officials place all five men in shackles and put them in the care of two temple workers, Gimillu and Nabu-iks[ur. The text then states: “Gimillu and Nabu-iks[ur are guaranteeing the guarding of these five men. They are to take them to Babylon and place them in the charge of Nabugu, son of Gobryas, governor of Babylon and Across-the-River. If any of them leaves for another place, Gimillu and Nabu-iks[ur will bear a sin of the king.”¹⁰

This text reports a legal accusation of blasphemy, one of the most serious offenses in the ancient world, before a court of four important judges. In light of this, one might correctly regard the document as a judicial text. The bearing-sin clause is not related, however, to the defendant. It is addressed instead to two men affiliated with the temple, who have been ordered by their temple superiors to move the already incarcerated defendant and witnesses to another location. The purpose of this transfer may have been for the blasphemy case to be tried in Babylon before the king himself. Thus, the defendant and his four accusers must be moved to Babylon. Nabugu will take responsibility for them there, pending trial. The text, therefore, does more than record

⁹ Because the beginning of line 14 is broken, it is not certain that the word “judges” is in the text. But the LUGAL sign can be seen just after the break; so it is quite possible that the beginning of line 14 is DI.KU₅.MEŠ LUGAL. Joannès translates as “les juges royaux” (“Textes judiciaire néo-babyloniens,” 205).
ⁱ⁰ The text uses language identical to a text previously discussed, YOS 7 187: ki-i man-ma ina li-bi-šū-nu a-na a-šar ša-nam-ma it-tal-ku (“if any of them has gone to another place”);
the accusation; it reports the circumstances that gave rise to a prisoner transfer. If any one of the men placed in their charge escapes during the transfer, the guards will have to “bear a sin of the king.” The bearing-sin clause is associated with that transfer, which is an administrative matter. In this way, the text is fundamentally an order related to the day-to-day administration of the justice system, rather than the actual determination of guilt or innocence. Again, the bearing-sin clause occurs when there is non-compliance with an administrative order, even though it is one issued by members of a court.

Orders to third parties participating in litigation. As part of modern judges’ control over the administration of their courtroom, they may issue orders relating to the trial process to anyone participating in a trial, including parties, witnesses, attorneys, and so forth. Moreover, they can find people in violation of those orders through contempt of court citations. In the Neo-Babylonian period, we see a similar dynamic. Several documents lead us to believe that, at that time, courts had a broader reach than many modern courts. They could compel other persons to participate in the trial process, often by serving as guarantors of witness and party appearance.

YOS 6 108 records a situation along this line. It deals with a case in which a man is required to produce testimonial evidence. In order to treat it adequately, it is necessary to quote most of the text:

Baniya is guaranteeing testimony concerning Ibni-Ištar, son of Amel-Nana, a slave of the Lady-of-Uruk, that by night Bit-ili-šar-us[ur, Gabbi-Belumma, Nurea,

cf. ki-i a-na a-šar šá-nam-ma it-tal-ku (“if he has gone to another place”) in YOS 7 177 and YOS 7 178. See Wells and Magdalene, “Administrative Texts,” __-__ [pages to be filled in].

11 AnOr 8 45, AnOr 8 46, BIN 2 114, YOS 6 108, and YOS 7 178.

Adi-mat-ili, Nana-[…], wife of Amma, and Gubba, all slaves doing the work of the Eanna, ushered him (Ibni-Ištar) into the house of Baniya, son of Iddin-Nabu, descendant of Kidin-Marduk, and that he (Ibni-Ištar) committed a robbery, and then killed a goat and a duck. If he (Baniya) has not established (it), he will bear a sin of the king.

The situation here is indeed judicial. A crime has taken place. Someone has apparently broken into Baniya’s house and killed two temple animals there. The defendant would seem to be Ibni-Ištar, who has already ruined his reputation with the temple court. We learn this from TCL 12 117, which is dated one day before YOS 6 108. It states that Ibni-Ištar was in court—we are not told why but perhaps for the crime referred to in YOS 6 108—and drew a dagger on one of the court officials. The court then confiscated the dagger as evidence. The motivation for issuing the order contained in YOS 6 108 probably comes from the trial court’s desire for Baniya to produce testimony that would incriminate Ibni-Ištar. It is not clear whether Baniya is supposed to give this testimony himself or if he is expected to bring another witness—perhaps one of the slaves who aided the defendant—to court who can so incriminate Ibni-Ištar. The text concludes by stating that if Baniya does not produce this testimony, “he will bear a sin of the king.” One could say that the court will cite him for contempt. This would be a judicial action based in the administration of the judicial system.

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14 This is contrary to the view of F. Joannès, who states that bearing a “sin of the king” in this text refers to punishment for false testimony (F. Joannès, “Les textes judiciaire néo-babyloniens,” in Rendre la Justice en Mésopotamie: Archives judiciaires du Proche-Orient ancien (IIIe–Ier millénaires avant J.-C.) (ed. F. Joannès; Saint-Denis: Presses Universitaires de Vincennes, 2000), 208-209). But Joannès is assuming that Baniya’s testimony has already been heard by the judges and that Baniya now bears an obligation to produce a corroborating witness. If he fails, according to Joannès, the court will deem his testimony false. Even if Joannès is right that Baniya gave testimony before YOS 6 108 was drawn up, there are no other occurrences of the bearing-sin language that support this conclusion. Furthermore, persons appear to have been found guilty of false testimony in the Neo-Babylonian period only when they are guilty of
We see this phenomenon again involving guarantors. In some legal systems, if a defendant wants to be released from prison, he puts up a security deposit with the court. If the defendant shows at all the proceedings, the money is refunded. The court will set the security deposit, “bail,” as part of its judicial process, but it does not get involved with how the defendant finds the money for the bond. Family or friends may provide the money without cost, or a commercial bonder might post bond for a fee. In the ancient world, the court did not set a bond to be deposited. Instead, it assigned a person responsibility to make sure that the individual would appear at his next pre-set hearing or when next summoned. We propose that, because the document was addressed to the guarantor and was an purely administrative matter regarding the assurance that the defendant would appear again rather than related to the determination of guilt or innocence, a failure to get the defendant to the court was an administrative offense. This is demonstrated by a number of texts, in which the court states that the guarantor will bear a sin in such a failure.

In Bin 2 114, four weavers have been placed in fetters by Nabu-mukin-apli and Nabu-ah—iddina on the order of Sin-šar-us[ur, the chief cupbearer of the house of the crown prince. The four weavers have been handed over to the Nabu-iddannu, the messenger of the chief cupbearer, to what purpose we do not know. The document states that two men, who are the fathers of two of the weavers, have responsibility for the weavers and are to get them to some unstated place. The text provides that if the weavers “have not come to that place,” the two fathers will bear a sin of Gobryas.”

wrongful prosecution and their accusation has been clearly refuted (see Wells, Law of Testimony, 149-57).
YOS 7 178 is similar. There, the court orders four men to assume joint responsibility for a shackled defendant from Nabu-mukin-aplu. The record does not tell us whether there is any relationship between the defendant and these men, or whether they are somehow related to the temple. [PROSOPOGRAPHY WOULD BE GOOD HERE.] When Nabu-mukin-aplu issues a summons, the court says they will bring and deliver him in iron shackles. If the man in shackles “goes to another place, they will bear a sin of Gobyras.”

Both AnOr 8 45 and AnOr 8 46 involve an appeal of a temple court decision and were decided one day apart. In AnOr 8 46, one Nadinu is ordered to go to Babylon and appear before Gobyras in a very short period of time. The text says that he will appear “itti” Nidinti-Bel and Nabu-ahheiddina. We believe that, in this case, the word itti means that Nadinu is appearing in court against the two temple officials in an appeal of a prior judgment that the officials made against Nadinu. We take this position due to AnOr 8 50, a case decided slightly less than a year after AnOr 8 45 and AnOr 8 46. In AnOr 8 50, a certain Ardiya is ordered to appear in Uruk

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16 R. P. Dougherty notes that the idiom “to lift up his head” (rēša našû) conveys the idea of summoning (“Suretyship,” 98 n. 1). This idiom is used throughout the Neo-Babylonian period. See, e.g., BIN 1 113, TCL 13 151, TCL 13 154, YOS 6 191, YOS 6 214, and YOS 7 144. For more on the judicial summons, see Magdalene, “On the Scales,” 71-72.
17 Bruce explain grammatical number—the text says he not they.
19 We expect to publish an chapter on this topic short.
20 [BRUCE, CAN YOU PLEASE TURN THIS INTO A GOOD FOOTNOTE? GIVE AWAY ONLY ENOUGH FOR THIS CHAPTER, WE NEED TO HAVE SOME THUNDER LEFT FOR THE APPEAL CHAPTER.] We argue that this is an appeal case. Ardiya has possession of his father’s slave (Westbrook says this slave belongs to a cousin and how he got possession is unclear) which he got from Silim-Bel (probably by purchase per Westbrook or the father bought the slave). We think that what happened is that there was a lawsuit between Ardiya and the temple re ownership of the slave because the temple is asserting that Silim-Bel had no right to sell him because he was pledge for a debt owed to the temple. So, there is a dispute over slave ownership. The verdict (or as Westbrook asserts, an administrative finding in which Ardiya may not have been present) by Nidintu-Bel and Nabu-ahheiddin gave the award to the temple.
before the royal judges of the king in 19 days in order to “protest with Nidintu-Bel… and Nabu-ahhe-iddin the judgment regarding the slave of Shakin-shumí₂…, which Ardiya received from the hands of Silim-Bel…, who owes arrears to the Lady of Uruk.” The court states: “If he does not come, he will pay, from the day that the slave was in his possession, a slave and quitrent to the Lady of Uruk.” Here, Ardiya is clearly protesting a decision of the temple court. He has no guarantors. Consequently, if he does not appear, he will default in the appeal. Hence, he will have to pay for his improper use of the slave consistent with the decision of the lower court.

Guarantors are, however, assigned in AnOr 8 45. There, the court orders three men to assume responsibility for Nadinu’s appearance. The court then states that if Nadinu has not gone to Babylon during the prescribed time, the three guarantors will “bear a sin of Gobryas.” We argue that both AnOr 8 45 and AnOr 8 50 are writs of appeal, which notify the appellant that his appeal has been granted, summon him to the court of review, and give him the scheduled time of his appearance. AnOr 8 45 additionally assigns guarantors for the purposes of assuring that he appears. If his guarantors do not get him to the Babylonian royal court in a timely manner, they will bear a sin. In that respect, the text is similar to BIN 2 114 and YOS 7 178. AnOr 8 45 is virtually identical to AnOr 8 46. There, one Balatu is the appellant. He is also appealing a decision of Nidintu-Bel and Nabu-ahhe-iddin; and he has to appear in the same time frame as Nadinu from AnOr 8 46. Balatu has, however, only two guarantors, who will “bear a sin of

The itti in line 6 indicates that Ardiaya is going to protest the verdict of Nidintu-Bel and Nabu-ahhe-iddin. But this court has given temporary orders in favor of Aridya and given time to appeal the verdict. The fellow dababus a din. Din can mean lawsuit or verdict. We think he is ordered or allowed to protest or appeal the verdict. If he does not meet the deadline, then he has to turn over the slave and pay the equivalent of the value of the day labor of the slave to the temple. We disagree with Dandamaev’s reading on p. 483. He says that Ardiya was to appear at a certain time in the king’s court to litigate a case with the temple over his father’s slave. Ardiya’s father was to give cattle to the temple. If Ardiya did not appear in court, he was obliged to turn over the slave and the quitrent to the temple.
Gobryas” in case he does not appear. These texts demonstrate that guarantors violate the administrative orders of the court when they fail to deliver the man for whom they were assigned responsibility at the time of judicial summons.

Orders or verdicts issued to defendants.\textsuperscript{21} Several Neo-Babylonian texts use bearing-sin language. In two cases, the phrase appears in the context of an injunction or restraining order. In four others, it appears in the context of a verdict with an accompanying sentence handed down by a court against a defendant in a trial. In the case of the verdicts, they are, in fact, conditional verdicts because they do not take effect unless a particular condition is met.\textsuperscript{22} We take up the two restraining orders first.

Both YOS 7 56 and YOS 7 92 are straightforward texts.\textsuperscript{23} In each, a foreigner is forbidden to be in the company of a female širku of the Eanna. YOS 7 56 was decided 13 days before YOS 7 92. In YOS 7 56, one Zababa-ereš, who declares he is a Kishite, is restrained from seeing a certain Šanna. In YOS 7 92, one Zabdia, an Arab, is forbidden to see a certain NIN-abi-šu. In both cases, if they are seen with the women, they will “bear a sin of Gobryas.” We assume that Zababa-ereš and Zabia are not affiliated with the temple because they are foreigners. Thus, they are not subordinates receiving an administrative injunction regarding their behavior. We might expect such documents to issue against Šanna and NIN-abi-šu. Consequently, YOS 7 56 and YOS 7 92 do not fall under our first category of administrative texts. Instead, these appear to be court-ordered injunctions or restraining orders. The question to be answered then is: Why do they contain the bearing-sin clause instead of an established fine? We propose that it is because

\textsuperscript{21} Ira 59 155 no. 9, TCL 13 142, YNER 1 2, YOS 7 56, YOS 7 92, YOS 7 192.
\textsuperscript{22} An array of conditional verdicts are discussed in much greater detail in chapter 3. [Update this for Bruce’s book.]
\textsuperscript{23} For editions of these two texts, see Dougherty, Shirkûtu, 65-66; cf. Dandamaev, Slavery in Babylonia, 135-36, 556.
the oblates are temple workers, under the normal jurisdiction of temple administrators in their administrative rather than judicial capacity. Who may keep company with temple oblates is probably a matter of administrative law unlike the theft of temple property. Thus, this document is not a conditional verdict document in the strict sense of the term. It involves a possible violation of administrative law.

We now turn to the judicial conditional verdict documents. In prior periods, where the evidence hung in the balance, the court typically demanded one of the parties to take a formal judicial oath; refusal was construed as an admission of culpability. In that case, the court often issued a conditional verdict document, based upon one of the parties taking the formal oath. In the Neo-Babylonian period, this type of resolution was highly disfavored; thus, the legal system devised an alternative method of resolution. The party on whom the burden of proof fell now had to produce additional rational evidence in order to win the case. That additional evidence might be the statement of a second accuser or other corroborating witness or some other piece of evidence. This situation might have occurred even where sworn testimony had been offered to the court. In some cases, where insufficient evidence was produced at trial, the court would allow the party on whom the burden of proof rested to bring additional evidence later. A verdict conditional upon the offer of that proof was then issued—to take effect at the time when the

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24 “Law of Testimony,” 148-75. Our discussion of the need for a second accuser or witness and the conditional verdict documents through the balance of this dissertation relies on Wells’ work.

25 The condition verdict documents where the burden of proof was assigned to the accuser are: AnOr 8 39, BE 9 24, GCCI 1 380, Nbk 52, Nbk 104, Nbk 183, Nbk 365, Nbk 419, RA 14 158 no. 52, Sack 79, TCL 12 50, TCL 12 60, TCL 12 70, TCL 12 106, UCP 9/1 2 37, YNER 1 2, YOS 6 122, YOS 6 134, YOS 6 148, YOS 6 179, YOS 6 191, YOS 6 193, YOS 6 203, YOS 6 214, YOS 7 24, YOS 7 26, YOS 7 141, YOS 7 192, YOS 17 32, YOS 19 97, and YOS 19 98. The condition verdict documents where the burden of proof was assigned to the defendant are: Iraq 41 138 no. 49, Nbk 361, Nbk 363, Nbk 366, Sack 80, TCL 12 77, YOS 6 153, YOS 6 175, and YOS 6 208.
additional evidence was offered to the court. That may or may not have been a date specifically
delineated by the court. In both cases, the condition is that another witness come forward and
testify against the defendant. If that happens, then the defendant will be found guilty and the
punishment outlined in the verdict will take effect. In several cases, we see the use of bearing-sin
language in such verdicts. This might lead one to suspect that the phrase is a general penalty.
This brings us back, however, to the difficult question concerning why the court, in some of
these files, assessed only part of the penalty and included the bearing-sin clause. Our solution to
the dilemma is that the court uses the bearing-sin phrase when it recognizes that an
administrative rather than judicial violation is at stake. That matter is a separate affair. Setting
the penalty for such may fall within the jurisdiction of another institution.

YOS 7 192 presents such a case. It contains a conditional verdict that has two parts.
One part refers to the standard thirty-fold penalty for theft; the other to bearing a sin of the king.
As is typical with such verdicts, the condition that must be met before the verdict takes effect is
that a witness come forward and offer testimony incriminating the defendant. The text begins
with the an oath that is sworn by the defendant, Šamaš-mudammiq. He avows his innocence, by
stating that he did not take a temple donkey from the possession of a certain Bel-lumur, nor did
he carry off the message of Nabugu. The conditional verdict follows. It states that when Bel-
lumur is able to bring a witness who can incriminate Šamaš-mudammiq on these two counts,
then he (Šamaš-mudammiq) will be required to pay thirty donkeys to the temple and will bear a
sin of the king. The two-part verdict fits with the two charges. The thirty-fold penalty, as would
be expected, applies to the theft of temple property, in this case a donkey. The bearing-sin

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26 See e.g., YNER 1 2.
language applies to the other issue—carrying off the written message of Nabugu. We know of Nabugu from several other texts (e.g., YOS 7 137, YOS 7 177), where he is said to be the son of Gobryas, the governor of Babylon. Given his parentage, Nabugu was surely involved in important administrative affairs. Taking the message would constitute interference in those affairs. Thus, if a witness proves that Šamaš-mudammiq took the message, he will be found guilty of an administrative violation. With its two parts, the verdict gets at both the criminal and the administrative liability that Šamaš-mudammiq possesses. The court in this case would be comprised of temple officials who would be interested in both matters and have authority in both. It is not all that surprising, then, to see the combination that occurs in this verdict.

YNER 1 2 is another example. The infamous Gimillu is on trial in that case. The text records an oath that Gimillu takes, denying any role in the wrongdoing for which he has been brought before the court. In his oath, he states that he did not sell the temple dates with which he was entrusted, and he goes on to say that he will indeed deliver the dates to King Darius as he was originally supposed to do. The text concludes with the conditional verdict, stating that two things will happen when a witness comes forward and confirms Gimillu’s guilt in this matter. First, Gimillu will be required to pay the temple thirty times the amount of dates that he stole, and second, he will “bear a sin of the king.” From what we have seen thus far, bearing a sin of the king does not attach itself to those who are guilty of criminal activity, but those who have failed to comply with the wishes or directions of their administrative overseers. That pattern holds here as well, even though at first glance it may appear otherwise. Two issues are at stake in YNER 1

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2: theft of temple goods and the non-delivery of those goods to the king. If it is proved that Gimillu is responsible for the theft of those dates, then he clearly has failed to deliver them to the king and is not in a position to do so, since he has sold them away. The penalty of the thirty-fold fine attaches to the issue of theft. This is the punishment for selling the dates. The statement about bearing sin has only to do with Gimillu’s failure to fulfill his administrative responsibility, namely, to deliver the dates to the king. Thus, even in a case such as this, the bearing-of-sin language still refers to non-compliance with an administrative order or duty.\(^{30}\)

In all three categories—administrative orders, judicial orders, and judicial sentences—a person bears sin when that person fails to comply with the directives of legal or administrative officials or fails to fulfill a duty owed to such officials. In none of the texts do the bearing-of-sin expressions indicate a specific penalty. Rather, they seem only to indicate that the person is guilty and is subject to whatever punishment the court or administrative board deems necessary.\(^{31}\)

Iraq 59 155 no. 9 is another conditional verdict text.\(^{32}\) This file, unlike YNER 1 2 and YOS 7 192, does not have a judicial penalty involved. In this case, a man named Aplaya apparently was the custodian of a missing Kurra-garment.\(^{33}\) He swears to Bel-iddin, the

\(^{29}\) See Dandamaev, Slavery, 533-35, for an account of Gimillu’s plethora of criminal activities.

\(^{30}\) The other text to use bearing-of-sin language in this context is YOS 7 192 (see the Appendix for an edition of this text). Here, too, when another witness comes forward and testifies against the defendant, the defendant will be punished with a thirty-fold fine and will “bear a sin of the king.” In this case, the thirty-fold fine is for theft of a temple donkey. The bearing-of-sin expression most likely refers to the mishandling of an important written message, an action that resulted in interference in either temple or state administration.


\(^{33}\) Ries reads the ___ in the oath as “the”; Juras as “my.”
administrator of the Eanna, that he had entrusted it to a certain Ilu-dannu-ah-ḫešu-ibni. He then swears to three other things: 1) Ilu-dannu-ah-ḫešu-ibni had not returned the garment to him; 2) the garment was not taken\textsuperscript{34} from Ilu-dannu-ah-ḫešu-ibni; and 3) Aplaya did not take it illegally and entrusted it to another. In sum, Aplaya was suggesting that Ilu-dannu-ah-ḫešu-ibni still had the garment. The court consequently issued an order, stating that when a witness convicts him in this matter, he will “bear a sin of the gods and the king.” Although this text once again appears to be a conditional verdict document, we suggest that it is not. \[I\ \text{NEED TO COMPARE IT WITH THE JUDICIAL INVESTIGATION TEXT RE THE GARMENT THAT WENT MISSING.}\]

We must observe in regard to Iraq 59 155 no. 9 that, first, there is no accusation as in \(\_\_\_\_\_\_\) and is often found in judicial investigation texts.\textsuperscript{35} Second, the text does not report Aplaya was interrogated as in \(\_\_\_\_\_\_\) and may also happen in judicial investigation texts.\textsuperscript{36} Third, no indication exists that the court asked questions of Aplaya as in \(\_\_\_\_\_\) and as in some other judicial investigation texts.\textsuperscript{37} \[RACHEL--YOS 6 235 is a problem=witness statements for the court. CHECK IT OUT.\]

Fourth, the 30-fold theft penalty is not imposed. Consequently, Iraq 59 155 no. 9 seems to the result of an administrative rather than a judicial investigation regarding the whereabouts of the garment. If Aplaya is in any way implicated in an impropriety, he will “bear a sin of the “bear a sin of the gods and the king.”

This text is also helpful in one other regard. It establishes that, if a violation of an administrative order occurs, further proceedings will be required. When Aplaya swears to the

\textsuperscript{34} The part of the tablet that contains the verb is broken. It could be “later I took it” or “received it” or the like.

\textsuperscript{35} [Rachel needs to fill in. Talk especially about the judicial investigation of the other garment that went missing.]

\textsuperscript{36} [Rachel needs to fill in. Talk especially about the judicial investigation of the other garment that went missing.]
whereabouts of the garment, he swears to three possibilities. A future witness, should one turn up, might swear to any of one of the three possibilities. If the witness proved one of the first two sworn alternatives, we would expect that an administrative sanction would be imposed against either Aplaya and/or Ilu-dannu-ah~h~ešu-ibni. If the witness proved the last sworn alternative, criminal proceedings against Aplaya would have to be implemented. At this moment, all Aplaya is guilty of is that the garment is gone missing. This is a simple administrative matter. If, however, someone comes forward to accuse him and prove him guilty of more substantive charges, such as negligence, lying, or thievery the administration would have to impose further administrative or criminal sanctions. This is for another later hearing.

Finally, we explore TCL 13 142, a text that reports that tools or utensils in the storehouse of a certain Bazuzu were transferred to Nabu-mukin-apli and then shown to Nabu-ah~iddin. According to the record, one Tabnea confessed to something regarding the tools before they were transferred and shown to the temple officials, but we have no information about the confession. The text then relates that when any tools are found in Tabnea’s hand, whether these tools or some others, whether he had removed them or they are seized off his person, he will bear a sin of Gobryas. This text is a puzzle because Tabnea appears to have engaged in some inappropriate conduct regarding the tools to which he confessed. Whether he stole them, somehow misused them, misplaced them, or did something else entirely, we do not know. The words for confession, “proved [ukinnu] upon himself [eli rammishu],” are common to theft and other high culpability offenses. This would lead us to believe that Tabnea may have stolen them and the tools transferred and shown to the officials pursuant to a trial. Yet, this text is not a

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37 [Rachel needs to fill in. Talk especially about the judicial investigation of the other garment that went missing.]
38 Moore, Neo-Babylonian Documents,” 138-41.
verdict document for a temple theft. If it were, the court would have imposed the mandated 30-fold penalty. It is also not a typical condition verdict document because the conditional sentence does not begin: “On the day when an accuser or witness will prove…” or something similar. Rather, this text says: “On the day when he takes tools…from the midst or they are seized red-handed in his hand….” This text is simply about whether or not Tabnea will ever be allowed tools in his possession again. Consequently, we propose that Tabnea has been forbidden administratively to use tools because of his prior theft, misuse, or neglect of them. If he takes tools from the temple for use or is seen with temple tools, he will “bear a sin of Gobryas.” This text is an administrative follow-up to the original abuse of his right to use tools.

Texts with Unclear Setting

Within our collection of Neo-Babylonian documents that contain bearing-sin language, there are several that reveal so little of their original situation that it is difficult to establish with certainty the context—administrative, judicial, or otherwise—in which they arose. Thus, we will treat them separately in this section. All of these documents refer to individuals who assumed various obligations. Most of the texts include guarantee language, i.e., the *pūt X našû* ("to guarantee X") idiom.

39 Add texts.
40 YOS 6 147, YOS 6 213, YOS 7 25, YOS 7 50, nd YOS 7 177.
41 On the use of this idiom and the practice of guaranteeing another individual in Neo-Babylonian documents, see R. P. Dougherty, “The Babylonian Principle of Suretyship as Administered by Temple Law,” *AJSL* 46 [1930]: 73-103.
temple that wants the whereabouts of Lu-ah-ua guaranteed. The temple is represented in the
document by Nabu-šar-us[ur, the representative of the king and overseer of the Eanna. The text
states that Ibni-Ištar is making the guarantee to this official. Ibni-Ištar seems to gain nothing from
functioning as the guarantor in this situation; it would appear that he has been ordered, most
likely by Nabu-šar-us[ur, to serve in this capacity. The document does not make clear the reason
for the order. It simply states that such a guarantee is necessary for the day when Lu-ah-ua is
summoned. If Ibni-Ištar fails in his duty, he will bear a “sin of the gods and the king.”

In the Neo-Babylonian period, guarantees for the appearance of persons abound.43
Reasons are sometimes made clear, sometimes not. Reasons for guaranteeing a person’s
appearance or, at times, reappearance include the following: the person owes a debt or payment
to the temple (YOS 6 206, YOS 7 34, YOS 7 54, YOS 7 176); the person is a suspected criminal
(YOS 6 152, YOS 6 193, YOS 7 170); the person has to give an accounting of items in his care
(GCCI 1 15). Numerous cases reveal no reason whatsoever (GCCI 1 66, YOS 6 119, YOS 6 165,
YOS 7 3, YOS 7 33). Moreover, the consequences for failure on the part of guarantors vary. In
some situations where the guarantor must bring a debtor, the consequence for failure is that the
guarantor must pay off the debt (YOS 7 34, YOS 7 176). In others, the guarantor must pay a
lump sum in lieu of the debt (2 minas of silver in YOS 6 206; 5 minas of silver in YOS 7 54).
Lump sums against the guarantor also occur in situations where the reasons are not disclosed (9½
shekels in GCCI 1 66; 5 minas in YOS 6 165; 10 minas in YOS 7 33). The guarantees from our
data set reveal yet another potential consequence: that the guarantor will bear a sin. Sometimes,

43 Dougherty, “Suretyship.”
no consequences against the guarantor are listed (YOS 7 3), even in cases where the person
whose appearance is being guaranteed is a suspected criminal (YOS 6 193).\footnote{Consequences for guarantors in other cases involving suspected criminals vary, depending on the nature of the case.}

For the purposes of our discussion, it is important to point out that many of the guarantors
in these texts were probably not guarantors by virtue of a contract but by virtue of an order. A
distinction must be made here between situations that involve a debt or payment owed to the
temple and all other situations. Persons who are said to owe the temple a debt or a payment may
have possessed a contractual relationship with the temple. Those contracts may have also
specified a guarantor, as often occurred in private debt contracts. In these situations, the
consequences that threaten the guarantor would be imposed due to breach of contract rather than
violation of an administrative order. This is not made explicit in the guarantee texts, but it must
be acknowledged as a possibility. Situations that do not involve debts or other payments owed to
the temple appear to differ in this regard. The guarantors in those situations have most likely not
been specified as such in contractual agreements. The primary reason for this stems from our
previous description of the nature of a contract.\footnote{SEE PREVIOUS CHAPTER – CITE APPROPRIATE SECTION nn. 48-57.} A person who is a guarantor by contract can
expect to receive something of value from the arrangement. In debt contracts, this would most
often be the opportunity for a friend, family member, or other associate to be able to borrow
money or other needed items. In these other situations, however, there is no apparent benefit for
the guarantor. The guarantors appear to be functioning in that capacity only to avoid the
consequences that the temple administration might impose on them. This bespeaks the context of
administrative authority. The guarantors are not volunteers. Thus, if they fail, they will be guilty
of violating an administrative order. In only some instances is the precise penalty for this violation specified.

Our texts that include both guarantee and bearing-sin language do not specify a penalty. It is not clear what prompted the temple administration to list specific penalties in some cases and not in others. The bearing-sin guarantees, like many other guarantees, do not indicate the context in which they arose; yet they differ in the consequence that they list. Instead of giving the details of the punishment, they state that the guarantors will be guilty of an administrative violation—they will bear a sin.

In YOS 6 213, there are two guarantors. One is the father of the man whose appearance is being guaranteed. They are to bring the man, presumably to the temple administration (the guarantee is made to a temple official), when he is summoned. If they fail, they will “bear a sin of the king.” In YOS 7 177, it appears that a summons may have already taken place. The two guarantors in this text take on the obligation of ensuring that a third man goes to Babylon and appears before Nabugu, the son of the governor, Gobryas. They are to make sure this happens within twenty-two days from the writing of the tablet. Failure means bearing a “sin of Gobryas.”

Two documents that do not contain guarantee language are YOS 7 25 and YOS 7 50. They do, however, indicate the assumption of obligations similar to those in the guarantee documents. In the former, the text simply states that a particular man has nine days in which to

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46 YOS 6 193 and YOS 6 234 also record the function of guarantor being assumed by the father of an individual. In the first, a man is suspected of having been involved in the theft of temple goods. His father guarantees that he will reappear before the temple officials presiding over the case should they summon him. No penalty is listed for the father if he fails in his duty. The context of YOS 6 234 is not at all clear. The text states that two men are guarantors for a woman. One of the men is the woman’s father. They must present her to temple officials when so ordered. Penalty for their failure is a payment of two minas of silver. There is no clear pattern with respect to the role of the father as guarantor, the context in which he fills this role, and the penalties attached to his failure to perform the duties of guarantor.
bring his shepherd and hand him over to the two main temple officials. If he fails, he will “bear a sin of Cyrus.” The context is most likely administrative, and the temple may wish to put the shepherd to work for them. It is possible, though, that the context here is actually judicial, and that the shepherd is suspected of a crime. If this is the case, then the shepherd’s master or employer would naturally be obligated by the court to deliver the suspect in a timely manner.47 YOS 7 50 also contains an obligation to deliver a person. But in this text the obligation is assumed by means of a promissory oath. Before the same two officials as those in YOS 7 25, a man swears that in about eight months time, he will bring and deliver to the officials another man who is a temple slave. If he fails, he will “bear a sin of the king.” No reason is given for this obligation. Given the lengthy time allotment, it seems unlikely that the slave is a suspected thief. The context is more likely to be strictly administrative. Non-fulfillment of the accepted duty then leads to an administrative violation.

Again, information related to the background of these documents is, in large part, lacking. Due to the paucity of data, the correct classification of each document is not entirely clear. It remains, however, that the probable context of these situations is administrative, as opposed to judicial or contractual. It is also probable that the persons who risk bearing sin in these texts have been ordered to take on their obligations by an administrative agency—namely, the Eanna temple administration. Failure to fulfill said obligations violates those administrative orders. The temple administration would then find the person guilty of a violation of administrative law. Moreover, it is the bearing-sin language that points to this type of finding.

Conclusion

47 Also, if this is the case, YOS 7 25 would better be discussed in the section below on texts related to judicial contexts. Because this is not certain, however, we have kept it in this
The phrase “he will bear a sin of X” appears in many extant Neo-Babylonian documents from Uruk from, at least, the time of Nabonidus to Darius. In this chapter, we have considered texts from an administrative context, a judicial context, and others whose context is not clear. All of these texts threaten one or more persons with “bearing sin.” Our analysis has shown that such bearing-sin language conveys two important points. The first is that this is associated with Neo-Babylonian and Persian administrative law. It designates a violation of an administrative rule, regulation, or order. Such a violation is to be distinguished from criminal matters and breaches of contract. It carries with it administrative proceedings and remedies. The second is that bearing-sin language is not an expression of punishment. It is, rather, a finding of guilt, again, with respect to administrative matters only. Thus, we have differed from previous interpretations, which have associated the bearing of a sin with both judicial and contractual matters and have identified primarily as a penalty. We believe that the proceeding evidence amply demonstrates that the expression relates to a substantive violation of administrative law.