



Ancient Near Eastern Royal Grants and the Davidic Covenant: A Parallel?

Author(s): Gary N. Knoppers

Source: *Journal of the American Oriental Society*, Vol. 116, No. 4 (Oct. - Dec., 1996), pp. 670-697

Published by: [American Oriental Society](#)

Stable URL: <http://www.jstor.org/stable/605439>

Accessed: 26/06/2013 15:51

Your use of the JSTOR archive indicates your acceptance of the Terms & Conditions of Use, available at
<http://www.jstor.org/page/info/about/policies/terms.jsp>

JSTOR is a not-for-profit service that helps scholars, researchers, and students discover, use, and build upon a wide range of content in a trusted digital archive. We use information technology and tools to increase productivity and facilitate new forms of scholarship. For more information about JSTOR, please contact support@jstor.org.



American Oriental Society is collaborating with JSTOR to digitize, preserve and extend access to *Journal of the American Oriental Society*.

<http://www.jstor.org>

ANCIENT NEAR EASTERN ROYAL GRANTS AND THE DAVIDIC COVENANT: A PARALLEL?

GARY N. KNOPPERS

PENNSYLVANIA STATE UNIVERSITY

This essay reviews and challenges the widely accepted thesis of Moshe Weinfeld that the Davidic promises are patterned after ancient Near Eastern land grants. Examination of proposed parallels between Davidic promises and royal grants under three rubrics—structure, language, and unconditionality—reveals that Davidic promises and royal grants are not analogous. Regarding the first issue, the problematic and changing structure of land grants precludes any attempt to posit a formal parallel between Davidic covenant passages and royal grants. Similarly, the main passages describing the Davidic promises neither exhibit a common structure nor contain many of the features that are said to characterize royal grants. As to language, too much has been made of linguistic affinities between land grants and the Davidic promises. Correspondence in general formulaic phrases not unique to the land grant genre is inadequate to demonstrate that the Davidic promises and royal grants belong to the same genre. Finally, close study of the historical and literary setting of royal grants indicates that most are actually conditional.

In depicting YHWH's promises to David, biblical authors draw upon a variety of genres—legal, diplomatic, and mythological. Given the complexity of the evidence, this essay advocates a broadly bilateral understanding of covenant that seeks to do justice to both ancient Near Eastern treaties and a variety of biblical covenants.

I tell you, captain, if you look in the maps of the 'orld, I warrant you sall find, in the comparisons between Macedon and Monmouth, that the situations, look you, is both alike. There is a river in Macedon; and there is also moreover a river at Monmouth . . . and there is salmons in both. If you mark Alexander's life well, Harry of Monmouth's life is come after it indifferent well; for there is figures in all things.

Shakespeare, *Henry V*, act IV, scene vii

IN THE LAST FOUR DECADES proposed analogies of ancient Near Eastern treaty texts with parts of the Hebrew Bible have generated considerable discussion.¹ Some scholars argue that analysis of ancient Near Eastern vassal treaties or loyalty oaths shed light on texts de-

scribing the inauguration of a covenant (ברית) between YHWH and Israel at Mt. Sinai (Exodus 19–24).² Many view ancient Near Eastern, particularly Hittite and Neo-Assyrian, treaties as a key to understanding the struc-

¹ The abbreviations in this article follow, for works in ancient Near Eastern studies, the standard form of *Ugarit-Forschungen: Internationales Jahrbuch für die Altertumskunde Syrien-Palästinas* and, for works in biblical studies, the “*Journal of Biblical Literature* Instructions for Contributors,” *Society of Biblical Literature Membership Directory and Handbook* (Decatur: Scholars Press, 1993), 383–400. For additional abbreviations, see the list at the end of this article.

I would like to thank F. M. Cross, R. Di Vito, and the participants in the Biblical Law Section of the 1994 Society of

Biblical Literature annual meeting for their helpful comments on an earlier version of this paper. I also wish to thank the Jewish Studies Program and the Institute for the Arts and Humanistic Studies at the Pennsylvania State University for travel to collections grants, which enabled me to complete the research for this article.

² E. Bickerman, “Couper une alliance,” *Archives d'histoire du droit oriental* 5 (1950): 133–56; rpt. with a supplement in his *Studies in Jewish and Christian History*, *Arbeiten zur Geschichte des antiken Judentums und des Urchristentums*, 9 (Leiden: E. J. Brill, 1976), 1–32; G. Mendenhall, *Law and*

ture, if not the content, of Deuteronomy.³ A few commentators have even attempted to understand the principal passages depicting the Abrahamic covenant (Gen. 15:1–21, 17:1–22) and the Davidic covenant (2 Sam. 7:1–17; Ps. 89:1–38, 132:1–18) by analogy to Hittite vassal treaties.⁴ Commentators disagree on the amount of consonance between suzerainty pacts and certain bib-

lical texts, but many have been impressed by similarities both in structure and in terminology.⁵ Others, however, have been hesitant to employ Hittite or Assyrian treaties as any sort of parallel to the Abrahamic and Davidic covenants. These scholars view the Abrahamic and Davidic promises as distinctly different in nature from ancient Near Eastern vassal treaties and, indeed, even from YHWH's covenants with Israel.⁶

Covenant in Israel and the Ancient Near East (Pittsburgh: The Biblical Colloquium, 1955); idem, *The Tenth Generation: The Origins of the Biblical Tradition* (Baltimore: Johns Hopkins Univ. Press, 1973); J. Muilenburg, "The Form and Structure of the Covenantal Formulations," *VT* 9 (1959): 347–65; W. L. Moran, "Moses und der Bundesschluss am Sinai," *Stimmen der Zeit* 170 (1961–62): 120–33; idem, "A Kingdom of Priests," in *The Bible in Current Catholic Thought*, ed. J. L. McKenzie (New York: Herder & Herder, 1962), 7–20; W. Beyerlin, *Origins and History of the Oldest Sinaitic Traditions* (Oxford: Basil Blackwell, 1965); H. B. Huffmon, "The Exodus, Sinai and the Credo," *CBQ* 27 (1965): 101–13; P. Buis, "Les formulaires d'alliance," *VT* 16 (1966): 396–411; K. Baltzer, *The Covenant Formulary* (Philadelphia: Fortress Press, 1971), 27–31; M. G. Kline, *The Structure of Biblical Authority* (Grand Rapids: Eerdmans, 1972); K. A. Kitchen, *Ancient Orient and Old Testament* (Downers Grove, Ill.: InterVarsity Press, 1977), 90–102; D. R. Hillers, *Covenant: The History of a Biblical Idea* (Baltimore: Johns Hopkins Univ. Press, 1969), 46–71; T. C. Vriezen, "The Exegesis of Exodus XXIV 9–11," *OTS* 17 (1972): 100–33; H. Cazelles, "Alliance du Sinai, alliance de l'Horeb et renouvellement de l'alliance," in *Beiträge zur alttestamentliche Theologie: Festschrift für Walther Zimmerli zum 70. Geburtstag*, ed. H. Donner, R. Hanhart, and R. Smend (Göttingen: Vandenhoeck & Ruprecht, 1977), 69–79. In this and the following notes I make no attempt to compile a comprehensive listing; see the overviews of D. J. McCarthy, *Old Testament Covenant: A Survey of Current Opinions* (Oxford: Basil Blackwell, 1972) and R. A. Oden, "The Place of Covenant in the Religion of Israel," in *Ancient Israelite Religion: Essays in Honor of Frank Moore Cross*, ed. P. D. Miller, P. D. Hanson, and S. D. McBride (Philadelphia: Fortress Press, 1987), 429–47.

³ N. Lohfink, "Der Bundesschluss im Land Moab," *BZ*, n.F., 6 (1962): 32–56; idem, "Die Bundesurkunde des Königs Josias (Eine Frage an die Deuteronomiumsforschung)," *Bib* 44 (1963): 261–88; idem, *Das Hauptgebot: Eine Untersuchung literarischer Einleitungsfragen zu Dtn 5–11*, AnBib 20 (Rome: Pontifical Biblical Institute, 1963); W. L. Moran, "The Ancient Near Eastern Background of the Love of God in Deuteronomy," *CBQ* 25 (1963): 77–87; M. G. Kline, *Treaty of the Great King: The Covenant Structure of Deuteronomy* (Grand Rapids: Eerdmans, 1963); G. Fohrer, "Der Vertrag zwischen König und Volk in Israel," *ZAW* 71 (1959): 1–22; R. Frankena, "The Vassal Treaties of Esarhaddon and the Dating of Deuteronomy,"

OTS 14 (1965): 122–54; E. Kutsch, "Gesetz und Gnade: Probleme des alttestamentlichen Bundesbegriffs," *ZAW* 79 (1967): 18–35; idem, "'Bund' und Fest," *Theologische Quartalschrift* 150 (1970): 299–320; idem, *Verheißung und Gesetz: Untersuchungen zum sogenannten "Bund" im Alten Testament*, BZAW 131 (Berlin: Walter de Gruyter, 1973); E. W. Nicholson, *Deuteronomy and Tradition* (Philadelphia: Fortress Press, 1967), 43–46; Hillers, *Covenant*, 143–58; D. J. McCarthy, *Treaty and Covenant*, 2nd ed., AnBib 21A (Rome: Pontifical Biblical Institute, 1978), 157–205; L. Perlitt, *Bundestheologie im Alten Testament*, WMANT 36 (Neukirchen: Neukirchener Verlag, 1969), 54–128; M. Cogan, *Imperialism and Religion: Assyria, Judah and Israel in the Eighth and Seventh Centuries B.C.E.*, SBLMS 19 (Missoula, Mont.: Scholars Press, 1974), 42–64; B. M. Levinson, "'But You Shall Surely Kill Him!': The Text-critical and Neo-Assyrian Evidence for MT Deut 13:10," in *Bundesdokument und Gesetz: Studien zum Deuteronomium*, ed. G. Braulik, Herders Biblische Studien 4 (Freiburg: Herders, 1995), 37–63. Many of the aforementioned scholars view Deuteronomy and other works either authored or influenced by the Deuteronomic and Deuteronomistic authors as containing the best parallels to ancient Near Eastern treaties.

⁴ P. J. Calderone, *Dynastic Oracle and Suzerainty Treaty*, Logos 1 (Manila: Ateneo Univ. Publications, 1966), 41–71; R. de Vaux, "Le Roi d'Israël, vassal de Yahvé," in *Mélanges Eugène Tisserant*, vol. 1: *Écriture sainte—ancien Orient*, Studi e testi 231 (Vatican: Biblioteca Apostolica Vaticana, 1964), 119–33; M. G. Kline, *By Oath Consigned* (Grand Rapids: Eerdmans, 1968), 13–22, 39–49. The version of the Abrahamic covenant in Genesis 15 is usually assigned to the J source, while the version of Genesis 17 is usually ascribed to the P source. See C. Westermann, *Genesis 12–36* (Minneapolis: Augsburg Press, 1985), 209–31, 251–71.

⁵ Three notable exceptions are F. Nötscher ("Bundesformular und 'Amtsschimmel': Ein kritischer Überblick," *BZ* 9 [1965]: 181–214); E. Gerstenberger (*Wesen und Herkunft des Apokalyptischen Rechts*, WMANT 36 [Neukirchen: Neukirchener Verlag, 1965]); and E. W. Nicholson (*God and his People: Covenant and Theology in the Old Testament* [Oxford: Clarendon, 1986], 56–82).

⁶ E.g., Hillers, *Covenant*, 98–119; R. E. Clements, *Abraham and David*, SBT 5 (Naperville, Ill.: Allenson, 1967), 47–60; H. Kruse, "David's Covenant," *VT* 35 (1985): 148–49.

In a series of influential articles, Moshe Weinfeld has provocatively posited a substantially different model for the Abrahamic and Davidic covenants—ancient Near Eastern land grants.⁷ Weinfeld stands in a tradition of scholars who define covenant as an obligation validated by oath, rather than as a mutually binding agreement. His typology involves, therefore, a certain understanding of both the Sinaitic covenant and the Abrahamic and the Davidic covenants. According to Weinfeld, two types of covenant are found in the Hebrew Bible and other ancient Near Eastern texts. The first type, the treaty, is an “obligatory covenant” and is reflected in the Mosaic covenant of God with Israel. The second type, the grant is a “promissory covenant” and serves as the model for the Abrahamic and Davidic covenants.⁸ There is a vast difference in function, Weinfeld explains, between treaty and grant:

While the “treaty” constitutes an obligation of the vassal to his master, the suzerain, the “grant” constitutes an obligation of the master to his servant. In the “grant” the curse is directed toward the one who will violate the rights of the king’s vassal, while in the treaty the curse is directed toward the vassal who will violate the rights of his king. In other words, the “grant” serves mainly to protect the rights of the *servant*, while the treaty comes to protect the rights of the *master*. What is more, while the grant is a reward for loyalty and good deeds already performed, the treaty is an inducement for future loyalty.⁹

Like royal grants in the ancient Near East, the covenants with Abraham and David are purportedly gifts bestowed upon individuals who distinguished themselves by serving their masters loyally.¹⁰ Weinfeld asserts that

⁷ Weinfeld’s writings on this subject have been extensive: “Traces of Assyrian Treaty Formulae in Deuteronomy,” *Bib* 46 (1965): 417–27; “The Covenant of Grant in the Old Testament and in the Ancient Near East,” *JAOS* 90 (1970): 184–203; “Addenda to *JAOS* 90 (1970), p. 184ff.,” *JAOS* 92 (1972): 468–469; “Covenant Terminology in the Ancient Near East and its Influence on the West,” *JAOS* 93 (1973): 190–99; “Bond and Grace—Covenantal Expressions in the Bible and in the Ancient World—A Common Heritage,” *Lešonenu* 36 (1971–72): 85–105 (Hebrew with English summary); “King-People Relationship in the Light of 1 Kings 12:7,” *Lešonenu* 36 (1971–72): 3–13 (Hebrew with English summary); “B^crît—Covenant vs. Obligation,” *Bib* 56 (1975): 120–28; *Deuteronomy and the Deuteronomistic School* (Oxford: Clarendon Press, 1972), 77–81; בְּרִית: b^crîth, *TDOT* 2, ed. G. T. Botterweck and H. Ringgren (Grand Rapids: Eerdmans, 1975), 253–79; “The Loyalty Oath in the Ancient Near East,” *UF* 8 (1976): 379–414; “Israelite Religion,” in *Encyclopedia of Religion*, ed. M. Eliade (New York: Macmillan, 1987), 2: 481–97; *Deuteronomy 1–11*, AB 5 (New York: Doubleday, 1991), 6–9. Weinfeld’s article, “The Covenant of Grant,” has been reprinted in *Essential Papers on Israel and the Ancient Near East*, ed. F. E. Greenspahn (New York: New York Univ. Press, 1991), 69–102 and slightly reworked in his *The Promise of the Land: The Inheritance of the Land of Canaan by the Israelites*, The Taubman Lectures in Jewish Studies, 3 (Berkeley: Univ. of California Press, 1993), 222–64.

⁸ In approaching the Abrahamic and Davidic covenants in this manner, Weinfeld acknowledges his indebtedness to A. Poebel, *Das appositionell bestimmte Pronomen der 1. Pers. Sing. in den westsemitischen Inschriften und im Alten Testament*, The Oriental Institute of the Univ. of Chicago Assyriological Studies, 3 (Chicago: The Univ. of Chicago Press, 1932), 53–72.

⁹ “Covenant of Grant,” 185. By treaties, Weinfeld means vassal or suzerainty treaties. He does not deal with parity treaties in which two parties make essentially reciprocal commitments to one another. See V. Korošec, *Hethitische Staatsverträge: Ein Beitrag zu ihren juristischen Wertung*, Leipziger Rechtswissenschaftliche Studien, 60 (Leipzig: T. Weicher, 1931), 5–11; McCarthy, *Treaty and Covenant*, 37–50. Since such compacts structure relationships between equals, they would seem to pose a problem for Weinfeld’s typology of covenant.

¹⁰ “Covenant of Grant,” 185. In his article, “Covenant Terminology,” Weinfeld argues that the terms for covenant in the Bible and in the ancient Near East center on two semantic fields: “oath and commitment” and “love and friendship.” Originally the pledge or formal commitment to keep the covenant was sworn to by only one of the parties, but a sense of mutuality gave rise to the concept of reciprocity in the idea of covenant (“b^crîth,” 255). Weinfeld’s point about the importance of terms such as “love and friendship” is well taken (P. Kalluveettil, *Declaration and Covenant*, AnBib 88 [Rome: Pontifical Biblical Institute, 1982], 34–51), but his positing a late date for the notion of reciprocity in covenantal relations is probably mistaken. See D. J. McCarthy, “B^crît in Old Testament History and Theology,” *Bib* 53 (1972): 110–21; idem, “Covenantal Relationships,” in *Questions disputées d’Ancien Testament: Méthode et Théologie*, 21^e session des Journées bibliques de Louvain, ed. C. Brekelmans, BETL 33 (Gembloux: J. Duculot, 1974), 91–103; idem, “Compact and Kingship: Stimuli for Hebrew Covenant Thinking,” in *Studies in the Period of David and Solomon and Other Essays*, ed. T. Ishida (Winona Lake, Ind.: Eisenbrauns, 1982), 75–92; F. M. Cross, *Canaanite Myth and Hebrew Epic* (Cambridge, Mass.: Harvard Univ. Press, 1973), 265–74; K. A. Kitchen, “Egypt, Ugarit, Qatna and Covenant,” *UF* 11 (1979): 453–64; idem, “The Rise and Fall of Covenant, Law and Treaty,” *TynBul* 40 (1989): 118–35; H. Tadmor, “Treaty and Oath in the Ancient Near East: A Historian’s

the Davidic and Abrahamic covenants represent gracious promises by YHWH not subject to any conditions.¹¹

Both covenants are diametrically opposed to the Mosaic covenant, in which the people pledge loyalty to God. The Abrahamic and Davidic covenants are then a promissory type while the Mosaic covenant is an obligatory type.¹²

This way of understanding covenant has gained popularity. Many scholars, in fact, simply assume the validity of Weinfeld's thesis and build upon it.¹³ Even

Approach," in *Humanizing America's Iconic Book*, ed. G. M. Tucker and D. A. Knight (Chico, Calif.: Scholars Press, 1980), 127–152; J. Day, "Pre-Deuteronomistic Allusions to the Covenant in Hosea and Psalm LXXVIII," *VT* 36 (1986): 1–12; G. P. Hugenberger, *Marriage as a Covenant: A Study of Biblical Law and Ethics Governing Marriage Developed From the Perspective of Malachi*, VTSup 52 (Leiden: E. J. Brill, 1994), 168–85.

¹¹ M. Weinfeld, "The Davidic Covenant," *IDBSup*, ed. K. Crim et al. (Nashville: Abingdon Press, 1976), 189; idem, "Covenant of Grant," 187ff. According to Weinfeld, it was the Deuteronomist, the redactor of Kings, who put the promise of David under condition ("Covenant of Grant," 195). For a different view of the Deuteronomist's presentation of the Davidic promises, see Cross, *Canaanite Myth*, 274–89; S. M. McKenzie, *The Trouble with Kings: The Composition of the Book of Kings in the Deuteronomistic History*, VTSup 42 (Leiden: E. J. Brill, 1991), 5–19; G. N. Knoppers, *Two Nations Under God: The Deuteronomistic History of Solomon and the Dual Monarchies*, vol. 1: *The Reign of Solomon and the Rise of Jeroboam*, HSM 52 (Atlanta: Scholars Press, 1993), 46–56, 135–68.

¹² "The Davidic Covenant," 189. Weinfeld realizes that not all grants are unconditional. He regards a royal grant to a loyal servant as the grant *par excellence* ("Covenant of Grant," 188), the implication being that this type of grant is unconditional. As we shall see, however, Weinfeld not only quotes from a variety of grants (only some of them being royal grants), but also from wills, adoption documents, and other genres to support his thesis.

¹³ Among others, see S. E. Loewenstamm, "The Divine Grants of Land to the Patriarchs," *JAOS* 91 (1971): 509–10; J. Levenson, "On the Promise to the Rechabites," *CBQ* 38 (1976): 508–14; idem, "The Davidic Covenant and Its Modern Interpreters" *CBQ* 41 (1979): 205–19; S. M. Paul, "Adoption Formulae: A Study of Cuneiform and Biblical Legal Clauses," *MAARAV* 2 (1979–80): 176–78; E. T. Mullen, "The Divine Witness and the Davidic Royal Grant: Ps 89:37–38," *JBL* 102 (1983): 207–18; idem, "The Royal Dynastic Grant to Jehu and the Structure of the Book of Kings," *JBL* 107 (1988): 193–206; Z. Ben-Barak, "Meribaaal and the System of Land Grants in Ancient Israel," *Bib* 62 (1981): 73–91; T. Veijola, "Davidver-

Mendenhall, the most famous proponent of parallels between vassal treaties and covenants in the Hebrew Bible, has accepted the land grant hypothesis and modified his own views accordingly.¹⁴ Despite the passage of some twenty-five years since the publication of Weinfeld's influential articles, his proposal has not yet been formally challenged. It deserves closer scrutiny.

The issues raised in a comparison of these biblical covenants with land grants are complex and multi-faceted. My focus must necessarily be selective: I shall deal with the Davidic promises only¹⁵ and concentrate on literary and historical context. Positing literary parallels from a number of different times and places in the ancient Near East without attending to questions of form and setting can lead to distortion. Regarding the historical context, it may be noted, for example, that information about the socio-economic context of the land grant—an important component in determining its interpretation and function—is, in a number of cases, incomplete or fragmentary. I will examine three critical issues: the structure of ancient Near Eastern royal grants relative to that of the Davidic promises, parallels in language between the Davidic covenant and Near Eastern land grants, and the unconditional nature of royal grants.

It will soon become apparent that the structure, form, and content of royal grants are much more complicated than Weinfeld's typology allows. I shall argue that the evidence for language parallels between the Davidic covenant and ancient Near Eastern land grants is misconstrued. Close study of the principal passages dealing with the Davidic promises will reveal that these promises do not exhibit a consistent structure, form, and content but vary according to how different biblical authors configure them. There is, moreover, significant evidence that land grants were predominantly conditional

heilung und Staatsvertrag: Beobachtungen zum Einfluß altorientalischer Staatsverträge auf die biblische Sprache am Beispiel von Psalm 89," *ZAW* 95 (1983): 9–31; idem, "The Witness in the Clouds: Ps 89:38," *JBL* 107 (1988): 413–17; P. K. McCarter, *II Samuel*, AB 9 (New York: Doubleday, 1984), 207–8; Y. Muffs *Love and Joy: Law, Language and Religion in Ancient Israel* (New York: Jewish Theological Seminary, 1992), 134.

¹⁴ G. E. Mendenhall and G. A. Herion, "Covenant," *ABD*, 1:1188–92.

¹⁵ Because both the Abrahamic and the Davidic covenant emphasize the element of divine promise, they have often been considered together. Some scholars (e.g., Clements, *Abraham and David*, 47–60) argue that the former is a reflection of the latter. The similarities between the Abrahamic and Davidic promises should not obscure the fact, however, there are also some important differences between them. See further below, section 2.

in nature and function. All of these considerations render doubtful the proposition that land grants are the best analogy for the royal Davidic charter. Rather than seeing biblical authors as modelling the Davidic promises after either vassal treaties or land grants, it would be more accurate to say that biblical authors draw upon a variety of genres in their presentations of YHWH's provisions for David's descendants.

I. PARALLELS IN STRUCTURE

Weinfeld states that the structure of treaties and royal grants in the Near East is similar: "Both preserve the same elements: historical introduction, border delineations, stipulations, witnesses, blessings and curses."¹⁶ Unfortunately, he does not substantiate this assertion with supporting evidence, even though structure is an important criterion in determining literary affinities between the Davidic covenant and land grants. It will be useful to examine land grants from various historical periods and social contexts, *kudurru*s in most detail, to determine if Weinfeld's proposed structure, or indeed if any characteristic and distinctive structure, can be found. It soon becomes apparent that delineating a typical structure for royal land grants proves to be an elusive enterprise.

The closest examples to what Weinfeld pronounces as the typical land grant occur in the Hittite land grants, but even here some modifications in his description of characteristic elements are necessary. What Weinfeld describes as a historical introduction, Güterbock designates as *Schenkungsformeln*—a narration of the donor giving the donee a grant followed by the description of that grant.¹⁷ Such grants, moreover, normally contain only curses and not blessings.

What Weinfeld describes as the "classical form" of a royal grant, the *kudurru* documents (boundary stones), dating from approximately 1450 through 550 B.C.E., is considerably more complex. Significantly, the *kudurru* was not itself a legal document that required witnesses, sealing, and a precise date but was rather concerned with a legal transaction and was based on a sealed legal document written on clay.¹⁸ This sealed clay document

constituted the formal legal proof or registration of the transaction and thus was kept in the custody of the owner of the property. The *kudurru* was a documentary monument intended to strengthen and confirm the legal action through artistic imagery and invocation of divine retribution for violation of the legal transaction or for defilement of the *kudurru* itself.¹⁹ The primary purpose of the *kudurru* was thus the public exhibition, by the owner, of his rights. This is important because we do not possess the royal grants themselves but, rather, public proclamations that resemble the grants only in part and often deal with the settlement of disputes brought on by a challenge to the original grant.

During most of the Kassite monarchy (ca. 1595–1155 B.C.E.), almost all *kudurrus* were concerned with royal gifts of agricultural land, either as a commemoration of a direct gift by the king to a person or god, or as the confirmation of an earlier gift. During the Second Isin Dynasty (ca. 1155–1025 B.C.E.), the scope of the genre widened to include land sale transactions between private individuals and tax exemption charters for land already possessed. After the Second Isin Dynasty the purposes for which *kudurrus* were used expanded further to include transactions dealing with house lots, orchards, and small plots of city land, as well as grants to temple personnel.²⁰ Royal grants became even less

metzer, *Die babylonischen Kudurru (Grenzsteine) als Urkundenform*, Studien zur Geschichte und Kultur des Altertums, 11.4–5 (Paderborn: Schöningh, 1922), 95–112; R. Borger, "Vier Grenzsteinurkunden Merodachbaladans I. von Babylonien," *AfO* 23 (1970): 1–26; A. K. Grayson, "Grenze (A. Nach sumerischen und akkadischen Texten)," *RIA*, 3:639–40; E. von Schuler, "Grenze (B. Nach hethitischen Texten)," *RIA*, 3:640–43; J. A. Brinkman, "Kudurru," *RIA*, 6:267–74; U. Seidl, *Die Babylonischen Kudurru-reliefs: Symbole Mesopotamischer Gottheiten*, OBO 87 (Göttingen: Vandenhoeck & Ruprecht, 1989), 97–212; B. N. Porter, "Conquest or Kudurru's? A Note on Peaceful Strategies of Assyrian Government," in *The Tablet and the Scroll: Near Eastern Studies in Honor of William W. Hallo*, ed. M. E. Cohen, D. C. Snell, and D. B. Weisberg (Bethesda, Md.: CDL Press, 1993), 194–97; I. J. Gelb et al., *The Earliest Land Tenure Systems in the Near East: Ancient Kudurrus*, Oriental Institute Publications, 104 (Chicago: The Oriental Institute Press of the Univ. of Chicago, 1994).

¹⁹ *BBSt*, vii–xvi.

²⁰ Steinmetzer, *Die babylonischen Kudurru*, 92–95; J. A. Brinkman, "Provincial Administration in Babylonia under the Second Dynasty of Isin," *JESHO* 6 (1963): 233–41; idem, *A Political History of Post-Kassite Babylonia 1158–722 B.C.*, *AnOr* 43 (Rome: Pontifical Biblical Institute, 1968), 289–97.

¹⁶ "Covenant of Grant," 189.

¹⁷ H. G. Güterbock, "Siegel aus Boğhazköy," *AfO* 5 (1940): 48.

¹⁸ Bibliography on *kudurrus* in general includes W. J. Hinke, *A New Boundary Stone of Nebuchadrezzar I from Nippur*, The Babylonian Expedition of the Univ. of Pennsylvania, D: Researches and Treatises, 4 (Philadelphia: Univ. of Pennsylvania Press, 1907), 8–70; F. Thureau-Dangin, "Un acte de donation de Mardouk-zākīršumi," *RA* 16 (1919): 117–56; F. X. Stein-

common during this period than during the Second Isin Dynasty.

The structure of the *kudurru* also evolved in complexity. The first extant *kudurrus* are composed of two basic elements: the description of the legal act and the invocation of divine curses against transgressors. As Steinmetzer observed, the *kudurrus* gradually acquired additional elements, such as an introduction, historical prologue, date, name for the document, witness list, fine or penalty clause, blessings formulae, and a caption concerning the art on the stone.²¹ These elements do not usually occur together, but in assorted permutations that make it difficult to posit a typical structure for these documents.

To complicate matters further, the *kudurrus* that refer to land sales are not structurally distinct from land grants. Thus the boundary stone dating from the time of Marduk-nādin-aḥḥē contains a historical introduction, a description of the legal act, and the invocation of divine curses against transgressors.²² The main difference between this type of land sale *kudurru* and a grant *kudurru* is the content of the legal act. The overlap between land sale *kudurrus* and grant *kudurrus* includes the use of identical terminology. In the *kudurrus*, the verb *naḏānu* can mean either 'to sell' or 'to give'.²³ A similar difficulty in distinguishing royal grants to individuals from royal land sales to private individuals occurs in some Neo-Assyrian documents. As in the *kudurrus*, the verb *naḏānu* is there employed to designate both sales and grants.²⁴ The formal and terminological overlap between grants and sales in the *kudurrus* and the later Neo-Assyrian grants creates problems for purposes of comparison, if one wishes to speak of a distinctive grant structure.

Even if one were to accept, for the sake of argument, the claim that land grants typically contain a historical introduction, border delineations, stipulations, witnesses, blessings, and curses, there would still be considerable problems in applying such a structure to the relevant

biblical texts. The extended references to the Davidic promises—2 Samuel 7, Psalms 89 and 132, and 1 Chronicles 17—are not legal texts but narrative and poetry. Of these four texts, only Psalm 89 even refers to the Davidic promises as a covenant (ברית).²⁵ Considering that the authors of Deuteronomy and the Deuteronomistic

²⁵ Ps. 89:4, 29, 35, 40. In the enigmatic and textually difficult poem, the "Last Words of David," David speaks of El's making an "everlasting covenant" (ברית עולם; 2 Sam. 23:5) with him. Nevertheless, the Deuteronomist does not (elsewhere) refer to the Davidic promises as a covenant. The mention of covenant in Ps. 132:12 (ברית) refers, not to the Davidic charter, but to a divinely instituted covenant, which the Davidides are to observe. See S. Mowinkel, "Die letzten Worte Davids' II Sam 23 1–7," *ZAW* 45 (1927): 30–58; M. Tsevat, "Studies in the Book of Samuel," *HUCA* 34 (1963): 71–82; H. Gese, "Der Davidsbund und die Zionserwählung," *Vom Sinai zum Zion* (Munich: Kaiser, 1974), 113–29; T. N. D. Mettinger, *King and Messiah: The Civil and Sacral Legitimation of the Israelite Kings*, *ConBOT* 8 (Lund: CWK Gleerup, 1976), 256–78; C. L. Seow, *Myth, Drama, and the Politics of David's Dance*, *HSM* 44 (Atlanta: Scholars Press, 1989), 178–84; A. Laato, "Psalm 132 and the Development of the Jerusalemite / Israelite Royal Ideology," *CBQ* 54 (1992): 49–66. The Chronicler twice uses the term ברית in referring to Nathan's dynastic oracle (2 Chron. 13:5; 21:7). In the first instance, he employs a covenantal metaphor in speaking of the Davidic promises. In the speech of King Abijah to King Jeroboam and all Israel (2 Chron. 13:4–12), widely believed to be the Chronicler's own composition, the Judahite monarch asks, "Do you not know that YHWH the God of Israel gave the kingship over Israel to David and to his sons (as) a covenant of salt?" הלא לכם לדעת כי יהוה אלהי ישראֵל נתן ממלכה לדוד על ישראל ברית מלח (2 Chron. 13:5). See Bickerman, "Couper une alliance," 1–32; W. Rudolph, *Chronikbücher*, *HAT* 21 (Tübingen: J. C. B. Mohr, 1955), 236–37; E. Kutsch, *Salbung als Rechtsakt*, *BZAW* 87 (Berlin: A. Töpelmann, 1963), 1–72; S. Japhet, *The Ideology of the Book of Chronicles and Its Place in Biblical Thought*, *Beiträge zur Erforschung des Alten Testaments und des antiken Judentums*, 9 (Frankfurt: Lang, 1989), 454–55; idem, *I & II Chronicles*, *OTL* (Louisville: Westminster / John Knox, 1993), 691; G. N. Knoppers, "'Battling against Yahweh': Israel's War against Judah in 2 Chr 13:2–20," *RB* 100 (1993): 516–18. Unlike the Deuteronomist, the Chronicler admits of no territorial qualification of the Davidic promises (2 Chron. 13:4–8). In 2 Chron. 2:17 the Chronicler directly refers to the Davidic promises as a covenant, "But YHWH was unwilling to destroy the house of David because of the covenant, which he cut with David (הברית אשר כרת לדוד) to him and to his sons in his pledge to give a dominion (נִיר) to him and to his sons in

²¹ Steinmetzer, *Die babylonischen Kudurru*, 254–68.

²² *BBSI*, 7.1.1–37; 2.1–40.

²³ J. Greenfield, "našû-nadānu and its Congeners," in *Essays on the Ancient Near East in Memory of Jacob Joel Finkelstein*, ed. M. deJong Ellis, *Memoirs of the Connecticut Academy of Arts and Sciences*, 19 (Hamden, Conn.: Archon, 1977), 87–91; C. Labuschagne, "The našû-nadānu Formula and its Biblical Equivalent," in *Travels in the World of the Old Testament*, ed. M. Heerma van Voss (Assen: Van Gorcum, 1974), 176–77.

²⁴ J. N. Postgate, *Neo-Assyrian Royal Grants and Decrees*, *Studia Pohl: Series Maior*, 1 (Rome: Pontifical Biblical Institute Press, 1969), 2–3.

History use the term ברית more often than any other biblical authors, the issue of nomenclature is important.²⁶ Further, 2 Samuel 7²⁷ and Psalm 89²⁸ are complex texts,

perpetuity." See G. von Rad, *Das Geschichtsbild des chronistischen Werkes*, BWANT 40.3 (Stuttgart: Kohlhammer, 1930), 125–32; H. G. M. Williamson, "Eschatology in Chronicles," *TynBul* 28 (1977): 115–54. On the translation of נִיר as "(territorial) dominion" or "fief" (instead of "light" or "lamp"), see P. D. Hanson, "The Song of Heshbon and David's *Nîr*," *HTR* 61 (1968): 297–320 and E. Ben Zvi, "Once the Lamp Has Been Kindled . . . : A Reconsideration of the Meaning of the MT *Nîr* in 1 Kgs 11:36; 15:4; 2 Kgs 8:19 and 2 Chr 21:7," *AusBR* 39 (1991): 19–30.

²⁶ Perlitt, *Bundestheologie*, 1–128; D. J. McCarthy, "B^crit and Covenant in the Deuteronomistic History," in *Studies in the Religion of Ancient Israel*, ed. P. A. H. de Boer, VTSup 23 (Leiden: E. J. Brill, 1972), 65–85; idem, *Treaty and Covenant*, 16–24.

²⁷ The redaction of 2 Sam. 1–17 is much contested. See E. Kutsch, "Die Dynastie von Gottes Gnaden: Probleme der Nathanweissagung in 2 Sam 7," *ZTK* 58 (1961): 137–53; M. Tsevat, "The Steadfast House: What was David Promised in II Sam. 7:11b–16?" *HUCA* 34 (1963): 71–82; idem, "The House of David in Nathan's Prophecy," *Bib* 46 (1965): 353–56; D. J. McCarthy, "II Samuel 7 and the Structure of the Deuteronomistic History," *JBL* 84 (1965): 131–38; Cross, *Canaanite Myth*, 229–58; T. Veijola, *Die ewige Dynastie: David und die Entstehung seiner Dynastie nach der deuteronomistischen Darstellung*, *Annales Academiae Scientiarum Fennicae*, series B, vol. 193 (Helsinki: Suomalainen Tiedekatemia, 1975), 68–79; idem, *Verheißung in der Krise: Studien zur Literatur und Theologie der Exilzeit anhand des 89. Psalms*, *Annales Academiae Scientiarum Fennicae*, series B, vol. 220 (Helsinki: Suomalainen Tiedekatemia, 1982), 62–65; Mettinger, *King and Messiah*, 48–63; W. Dietrich, "David in Überlieferung und Geschichte," *VF* (1977): 44–64; T. Ishida, *The Royal Dynasties in Ancient Israel: A Study on the Formation and Development of Royal-Dynastic Ideology*, BZAW 142 (Berlin: Walter de Gruyter, 1977), 81–99; McCarter, *II Samuel*, 190–231; A. Caquot, "Brève explication de la prophétie de Natan (2 Sam 7, 1–17)," in *Mélanges bibliques et orientaux en l'honneur de M. Henri Cazelles*, ed. A. Caquot and M. Delcor, AOAT 212 (Kevelaer: Butzon & Bercker, 1981), 51–69; B. Halpern, *The Constitution of the Monarchy in Israel*, HSM 25 (Chico, Calif.: Scholars Press, 1981), 19–50; J. Van Seters, *In Search of History* (New Haven: Yale Univ. Press, 1983), 271–91; A. F. Campbell, *Of Prophets and Kings: A Late Ninth-Century Document (1 Samuel 1–2 Kings 10)*, CBQMS 17 (Washington, D.C.: Catholic Biblical Association, 1986), 72–81; M. O'Brien, *The Deuteronomistic History Hypothesis: A Reassessment*, OBO 92 (Göt-

tingen: Vandenhoeck & Ruprecht, 1989), 132–39; G. H. Jones, *The Nathan Narratives*, JSTOSup 80 (Sheffield: JSOT Press, 1990), 59–92; A. Caquot, and P. de Robert, *Les Livres de Samuel*, CAT 6 (Geneva: Editions Labor et Fides, 1994), 421–33.

which exhibit a number of reworkings or layers. But Weinfeld does not address these issues.

A closer look reveals that these biblical texts do not possess the structure that Weinfeld outlines as common to ancient Near Eastern grants. Neither 2 Samuel 7 nor Psalm 132 clearly mentions border delineations, witnesses, and curses, while Psalm 89 does not contain border delineations or curses.²⁹ The omission of land or border delineations is especially telling, if one wishes to compare the Davidic promises with a land grant.³⁰ Moreover, each of these texts contains elements that are foreign to royal grants. Psalm 132 begins with a supplication to YHWH (v. 1), recalls David's desire to find a "place (מָקוֹם) for YHWH" (vv. 2–5), contains a summons to worship at "the footstool of His feet" (v. 7), implores YHWH and the ark to go to His resting place (v. 8), requests that YHWH not turn from the face of His anointed (v. 10), celebrates YHWH's commitment to David (v. 11), conditions the enthronement of David's descendants upon their fidelity to YHWH (v. 12), and

tingen: Vandenhoeck & Ruprecht, 1989), 132–39; G. H. Jones, *The Nathan Narratives*, JSTOSup 80 (Sheffield: JSOT Press, 1990), 59–92; A. Caquot, and P. de Robert, *Les Livres de Samuel*, CAT 6 (Geneva: Editions Labor et Fides, 1994), 421–33.

²⁸ N. M. Sarna, "Psalm 89: A Study in Inner Biblical Exegesis," in *Biblical and Other Studies*, ed. A. Altmann (Cambridge, Mass.: Harvard Univ. Press, 1963), 29–46; E. Lipiński, *Le Poème royal du Psaume lxxxix 1–5. 20–38*, *Cahiers de la Revue Biblique*, 6 (Paris: J. Gabalda, 1967), 21–81; Mettinger, *King and Messiah*, 254–56; Halpern, *Constitution*, 33–38; Veijola, *Verheißung*, 32–46; H.-J. Kraus, *Psalms 60–150* (Minneapolis: Augsburg Press, 1993), 197–211.

²⁹ E. T. Mullen, "The Divine Witness," 218, views the "witness in the heavens" of Ps. 89:38 as an allusion to the sun or the moon, two of the older gods called upon as witnesses to ancient Near Eastern and biblical treaties. Veijola, "Davidverheißung und Staatsvertrag," 17–22; idem, "The Witness in the Clouds," 416–17, disagrees, seeing the witness as YHWH himself. Veijola, *Verheißung*, 19–20, also points to a number of ancient Near Eastern parity and vassal treaties in which the clouds serve as witnesses.

³⁰ The omission is probably deliberate in 2 Samuel 7. See B. Halpern, *The First Historians: The Hebrew Bible and History* (San Francisco: Harper & Row, 1988), 157–67; Knoppers, *Two Nations Under God*, 1:151–60. Nathan mentions the establishment of the kingdom of David's seed (2 Sam. 7:12), but the unconditional promise itself is directed at his kingship (מַמְלָכָה) and throne (כִּסֵּא; 2 Sam. 7:14–16). In his interpretation of disunion, the Deuteronomist sees Judah's survival under Davidic leadership as essentially confirming these promises (1 Kings 11:11–13, 34; 12:15; see Knoppers, *Two Nations Under God*, 1:167–223).

acclaims YHWH's election (בְּחֵרָה) of Zion (vv. 13–16).³¹ Psalm 89 is an elaborate work, containing, for example, a celebration of YHWH's incomparable status (vv. 5–14), a reflection on his people's privileged position (vv. 15–18), a lengthy description of the Davidic promises (vv. 19–38), and a lament that bemoans YHWH's rejection of His covenant with David (vv. 39–51).

The authors of 1 Samuel 7 present their own perspective on the Davidic promises. They associate the Davidic promises with the defeat of his enemies (v. 9), the establishment of rest for Israel (vv. 10–11), and the construction of the temple by one of David's seed (vv. 12–13). The Chronicler's version of the Davidic promises (1 Chron. 17:1–15) is heavily dependent upon his *Vorlage* (2 Sam. 7:1–17). Nevertheless, there are a number of differences between the two accounts. There is a stronger link between David and the work of his son (1 Chron. 17:11–14) and, consistent with the Chronicler's sanitizing of Solomon's reign, there is no mention of the possibility of the son(s) committing misdeeds.³² Hence, even though these four major texts all portray the Davidic promises quite positively, they contextualize and define these promises very differently.

Positing structural parallels between the Davidic covenant and ancient Near Eastern land grants suffers, therefore, from two major weaknesses. First, the problematic and changing structure of land grants precludes the

attempt to posit a formal parallel between the Davidic covenant passages and royal land grants. In this context, a comparison with the study of suzerainty treaties is instructive. One of the strengths in the work of scholars who have dealt with vassal treaties and loyalty oaths is their success in delineating some consistency in the structure of vassal treaties from the second and first millennia B.C.E.³³ Although scribes within a given culture, such as Assyria, would make major adaptations of the treaty form to their own context, and overall pattern remained.³⁴ This pattern has enabled scholars to appreciate the continuity and discontinuity in passages depicting the Sinaitic covenant with vassal treaties from various eras. Unfortunately, the same cannot be said for ancient Near Eastern land grants. The second major weakness in positing structural parallels is that the major texts dealing with the Davidic promises do not manifest a consistent, much less a uniform, structure.

In the absence of both a regular land-grant structure and a regular Davidic covenant structure, one can prove only by language parallels that the Davidic covenant is patterned after royal grants. To these proposed language parallels we now turn.

II. PARALLELS IN LANGUAGE

To argue that the Davidic promises comprise a “covenant of grant,” Weinfeld cites a number of language parallels between biblical references to the Davidic promises and passages drawn from a variety of literary

³¹ T. E. Fretheim, “Psalm 132: A Form-Critical Study,” *JBL* 86 (1967): 290–93; D. R. Hillers, “The Ritual Procession of the Ark and Psalm 132,” *CBQ* 30 (1968): 48–55; Perlitt, *Bundestheologie*, 51–52; Cross, *Canaanite Myth*, 256–57; Halpern, *Constitution*, 17–19; Veijola, *Verheißung*, 161–62; H. Kruse, “Psalm CXXXII and the Royal Zion Festival,” *VT* 33 (1983): 279–97; Seow, *Myth*, 151–64.

³² Cf. 2 Sam. 7:14. Whatever the precise nature of the Chronicler's *Vorlage* for 2 Sam. 7:1–16 (see S. M. McKenzie, *The Chronicler's Use of the Deuteronomistic History*, HSM 33 [Atlanta: Scholars Press, 1985], 63–64), the Chronicler's own version of the Davidic promises evinces careful formulation. The Chronicler, even more so than the Deuteronomist, ties the reigns of David and Solomon together as a unique era of Israelite consolidation, prosperity, and accomplishment. See R. L. Braun, “Solomonic Apologetic in Chronicles,” *JBL* 92 (1973): 503–16; idem, “Solomon, the Chosen Temple Builder: The Significance of 1 Chronicles 22, 28 and 29 for the Theology of Chronicles,” *JBL* 95 (1976): 581–90; H. G. M. Williamson, “The Accession of Solomon in the Books of Chronicles,” *VT* 26 (1976): 351–61; cf. R. Mosis, *Untersuchungen zur Theologie des chronistischen Geschichtswerkes*, Freiburger Theologische Studien, 92 (Freiburg: Herder, 1973), 82–163.

³³ V. Korošec, *Hethitische Staatsverträge*; idem, “Quelques traités de l'époque néo-assyrienne,” *Romanitas* 3 (1961): 261–77; D. J. Wiseman, “The Vassal Treaties of Esarhaddon,” *Iraq* 20 (1958): 28; D. R. Hillers, *Treaty Curses and the Old Testament Prophets*, BiOr 16 (Rome: Pontifical Biblical Institute, 1964); J. A. Fitzmyer, *The Aramaic Inscriptions of Sefîre* (Rome: Pontifical Biblical Institute, 1967), 121–25; McCarthy, *Treaty and Covenant*, 122–40; Tadmor, “Treaty and Oath,” 127–52; Kalluveettil, *Declaration and Covenant*; Kitchen, *Ancient Orient*, 92–96; idem, “Genesis 12–50 in the Near Eastern World,” in *He Swore and Oath: Biblical Themes From Genesis 12–50*, ed. R. S. Hess, P. E. Satterthwaite, and G. J. Wenham (Cambridge: Tyndale House, 1993), 67–80.

³⁴ S. Parpola and K. Watanabe, *Neo-Assyrian Treaties and Loyalty Oaths*, State Archives of Assyria, 2 (Helsinki: Helsinki Univ. Press, 1988), xxxv–xliii. There are important formal and structural differences between the Hittite vassal treaties and the Neo-Assyrian vassal oaths, but to posit a radical disjunction between the two overstates the case (contra Mendenhall and Herion, “Covenant,” 1182–83).

genres in the ancient Near East. While I will later question, more broadly, the validity of trying to prove that a given pericope belongs to a certain genre by quoting parallels from other genres, I focus now on those language parallels to the covenant of David that Weinfeld adduces from ancient Near Eastern texts. I shall examine three kinds of language parallels posited by Weinfeld—phraseology referring to allegiance, adoption imagery, and “unconditional” terminology.

Weinfeld argues that the Abrahamic and, especially, the Davidic covenants are couched in phrases close to neo-Assyrian grant vocabulary, which signify loyalty in serving one’s master. An excerpt from the grant of Ashurnipal to his servant Baḷṭāya can serve as an example.

Baḷṭāya . . . , whose heart is devoted to his master, who stood before me with truthfulness, walked with integrity, grew up in my palace with a good name, and kept the charge of my kingship

Baḷṭāya . . . (ša) libbašu gummuru ana bēlišu ina maḥ-riya ina kināti izzi[zzūma] ittalaku šalmiš qirib ekalliya ina šumi damqi irbūma iššuru maššarti šarrūtiya.³⁵

Weinfeld finds the phrases *libbašu gummuru* (“with his whole heart”), *ina maḥriya ina kināti izzi[zzūma]* (“stood before me in truth”), and *ittalaku šalmiš* (“walked with integrity”) similar to Deuteronomistic descriptions of David’s loyalty to God: “who walked before you in truth, righteousness, and uprightness of heart” (הלך לפניך באמת ובצדקה ובישרת לבב; 1 Kings 3:6), and “his heart was (not) dedicated to YHWH his God, like the heart of David, his father” (ולא היה לבבו שלם עם יהוה אלהיו) כלבב דוד אביו; 1 Kings 15:3).³⁶ Weinfeld understands

“these close affinities” with neo-Assyrian phraseology in the light of “an identical chronological and cultural background” of the seventh century, the time in which the “Deuteronomic” editor worked.³⁷

While some of these general phrases of loyalty are similar, this does not entail a relationship. Nor does this line of argumentation address whether these formulaic descriptions of fidelity are unique to royal grants. To begin with, expressions such as “to walk before YHWH with wholeness and righteousness,” “to love YHWH,” and “with all the heart and with all the soul” are common in Deuteronomy or the Deuteronomistic History. Such fidelity is commanded of and applied to both Israel and its kings.³⁸ The Deuteronomic mandate to love God has close parallels in the international diplomatic correspondence and treaties of the second and first mil-

לפני the phrase והיה תמים, “which conveys the idea of loyal service expressed in Assyrian grant by *ittalaku šalmiš*” (“b^erīth,” 271). In my judgment, this interpretation misreads Gen. 17:1. Loyal service is not the presupposition of the Priestly writer but a command, hence the divine imperative to Abraham, התהלך לפני והיה תמים (“walk before me and be blameless”). See also Kal-luveettil, *Declaration and Covenant*, 180–81.

³⁷ Following M. Noth, *The Deuteronomistic History*, JSOT Sup 15 (Sheffield: JSOT Press, 1981), 12–17, 26–35, and most other scholars, I distinguish between a Deuteronomic law (*Ur-deuteronomium*) and a later Deuteronomistic History written with a view to this older law. Weinfeld acknowledges that the Deuteronomistic History contains different literary strata (*Deuteronomy and the Deuteronomistic School*, 8), but his work tends to play down the differences between the perspective of the Deuteronomic writers and that of the Deuteronomists. See my *Two Nations Under God: The Deuteronomistic History of Solomon and the Dual Monarchies*, vol. 2: *The Reign of Jeroboam, the Fall of Israel, and the Reign of Josiah*, HSM 53 (Atlanta: Scholars Press, 1994), 121–228, and my “The Deuteronomist and the Deuteronomic Law of the King,” *ZAW* (forthcoming).

³⁸ For the locution, “to walk before YHWH with wholeness and righteousness / with all the heart / in truth and righteousness,” see 1 Kings 2:4; 3:6; 8:23, 25; 9:4. For the expression, “to love YHWH,” see Deut. 6:5; 10:12; 11:11, 13, 22; 13:4; 19:9; 30:6, 16, 20; Josh. 22:5; 23:11; 1 Kings 3:3. For the cliché, “with all the heart and all the soul (and all the might),” see Deut. 4:29; 6:5; 10:12; 11:13; 13:4; 26:16; 30:2, 6, 10; Josh. 22:5; 23:14; 1 Kings 2:4; 8:48; 2 Kings 23:3, 25. For the expression “with all one’s heart,” see 1 Sam. 7:3; 12:20, 24; 1 Kings 8:23; 14:8; 2 Kings 10:31. This list is indebted to Weinfeld’s helpful tabulation of Deuteronomic and Deuteronomistic phrases, *Deuteronomy and the Deuteronomistic School*, 320–65. His list of Deuteronomistic expressions for loyalty appears on pp. 332–45.

³⁵ J. Koehler and A. Ungnad, *Assyrische Rechtsurkunden* (Leipzig: E. Pfeiffer, 1913), 15.13–17 (p. 15); J. N. Postgate, *Neo-Assyrian Royal Grants and Decrees*, §9.11, 16–20 (pp. 27–30).

³⁶ Weinfeld, “Covenant of Grant,” 186ff. Similar phrases occur in the promises to Abraham of land, descendants, and blessings, because Abraham “obeyed me,” “kept my charge,” “my commandments,” “my statutes,” and “my instructions” (Gen. 26:5–6). Weinfeld believes that the Yahwistic version of the Abrahamic covenant was formulated in Davidic court circles and that the Abrahamic covenant in priestly form is dependent upon both the traditions of the Davidic covenant and the JE Abrahamic covenant (“Covenant of Grant,” 197–98, 202–3). He views the description of the faithfulness of the patriarchs, “walk(ed) before me” (התהלך לפני; Gen. 24:40; 48:15 = JE; 17:1 = P), as equivalent to the expression *ina maḥriya ina kināti izzi[zzūma]* in the aforementioned Assyrian grant. Hence, Weinfeld contends that the Priestly writer in Gen. 17:1 adds to התהלך

lennia B.C.E.³⁹ In the stipulations of suzerainty pacts, the vassal is required to fight with all his heart (*ina kul libbi* or *ina gammurti libbi*) or to be faithful and fight with all his heart. The Neo-Assyrian Aššur-nirari VI treaty reads, for instance, “if RN does not come (to my aid) wholeheartedly” (*ana gammurti libbišu lā uššūni lā illakūni*).⁴⁰ Such formulaic phrases for loyalty are not confined, however, to the parlance of vassals. The language of love (*rāmu*) can also describe the relation of an overlord to his dependent, as in the treaty between Šuppiluliuma of Hatti and his son-in-law, Šattiwazza of Mittanni.⁴¹ Šuppiluliuma loves Šattiwazza as he loves himself.⁴²

Injunctions to obey divine commands, such as “surely observe the commands of YHWH your God, His decrees and His ordinances, which He commanded you” (שמור; תשמרון את מצות יהוה אלהיכם ועדתיו וחקיו אשר צוך; Deut. 6:17), “and you shall love YHWH your God and keep His charge, His decrees, His ordinances, and His commandments all the days” (ואהבת את יהוה אלהיך; ושמרת משמרתו וחקתיו ומשפטיו ומצותיו כל הימים; Deut. 11:1), and “heed His voice” (שמעת בקלל; Deut. 30:2), are commanded of Israel in Deuteronomy and are common in the Deuteronomistic History.⁴³ Likewise, the Ak-

kadian expressions cited by Weinfeld are not technical phrases unique to land grants and treaties. The phrase (*šalmiṣ atalluku* is common in Middle and Late Babylonian and signifies doing something properly.⁴⁴ The locution *maššarta našāru* is also not infrequent. Since *maššartu* can mean duty or service (performed for palace and temple), the terms are found in a variety of texts and letters.⁴⁵

The purpose of these citations is, not to deny the existence of expressions kindred to those found in texts referring to the Davidic promises, but rather to demonstrate that these phrases occur in various literary contexts. Parallels do not necessarily entail a connection; correspondence in formulaic clichés not unique to the land grant genre does not prove that the Davidic and Abrahamic covenants and the royal grants belong to the same genre. Special caution must be taken in regard to the Davidic promises, because the parallels are not drawn from the principal passages on the Davidic covenant—2 Samuel 7, Psalms 89 and 132, 1 Chronicles 17—but from other references. These other citations, couched in typical Deuteronomistic style, are most likely standard descriptions of loyalty and, therefore, not specific to the Davidic covenant. It is of interest that these references to David's merit (1 Kings 15:3, 11; 1 Kings 14:3; 16:2; 18:3; 22:2) contrast somewhat with the foundational presentation of the Davidic promises in 2 Samuel 7.⁴⁶ Nathan's dynastic oracle has YHWH initially question David's plan to build a temple (2 Sam. 7:5–7). YHWH then stresses His election of and provisions for David (2 Sam. 7:8). This historical retrospect introduces the deity's promises pertaining to the future of Israel, the construction of the temple, and the establishment of an enduring dynasty (2 Sam. 7:9–16). Later Deuteronomistic comments highlight, however, David's exemplary loyalty to the deity. The Deuteronomistic History

³⁹ W. L. Moran, “The Ancient Near Eastern Background of the Love of God in Deuteronomy,” *CBQ* 25 (1963): 82–83. This essay is reprinted in *Essential Papers on Israel and the Ancient Near East*, 103–15.

⁴⁰ *CAD*, 6 (G): 133, s. v. *gummurtu*.

⁴¹ The name of the king of Mitanni has been the subject of some debate: Mat(t)iwaza, Kurtiwaza, Šat(t)iwaza. See C. Zaccagnini, “Šattiwaz(z)a,” *Oriens Antiquus* 13 (1974): 25–34; H. Gonnet, “Le Nom de Mati-waza sur un sceau hiéroglyphique,” in *Kaniššuwār: A Tribute to Hans G. Güterbock on his Seventy-fifth Birthday*, ed. H. A. Hoffner and G. M. Beckman, Assyriological Studies, 23 (Chicago: The Oriental Institute of the Univ. of Chicago, 1986), 53–58.

⁴² Weidner, 2:rev. 59–62; cf. Friedrich, 4.1.46–49; 5.2.8; 6.3.19; RS 17.353. 4–9. Similarly, in the El Amarna correspondence, the pharaoh is expected to love his vassals. See Moran, “The Ancient Near Eastern Background,” 79.

⁴³ For the phrase שמר משמרת יהוה, see Deut. 11:1; Josh. 22:3; 1 Kings 2:3. The phrase מצות / חוקים / עדות שמר מצוה occurs twenty-three times in Deuteronomy and sixteen times in the Deuteronomistic History; see Weinfeld, *Deuteronomy and the Deuteronomistic School*, 336–37. The phrase שמע בקול יהוה is ubiquitous in Deuteronomy and the Deuteronomistic history: Deut. 4:30, 33, 36; 5:23, 24, 25, 26; 8:20; 9:23; 13:5, 19; 15:5; 26:14, 17; 27:10; 28:1, 2, 15, 45, 62; 30:2, 8, 10, 20; Josh. 5:6; 24:24; 1 Sam. 12:14, 15; 15:1, 19, 20, 22; 28:18; 1 Kings 20:36, 2 Kings 18:12.

⁴⁴ *AHW*, 1149, s. v. *šalmiṣ*.

⁴⁵ *CAD*, 10/1 (M): 333–40 s. v. *maššartu*.

⁴⁶ I. Provan rightly distinguishes between two ways of construing David's significance in Kings: the comparative use (David as the exemplar of royal obedience) and the promissory use (the Davidic promises as restraining the exercise of divine wrath against Judah), in his *Hezekiah and the Book of Kings*, BZAW 172 (Berlin: Walter de Gruyter, 1988), 28, 93–99. I believe that this dual system of reference is deliberate authorial strategy. By upholding both the Davidic promises and David as a paradigm of loyal conduct, the Deuteronomist balances two concerns—legitimizing the Davidic monarchy and exhorting his audience to observe YHWH's commands (*Two Nations Under God*, 1:151–59; 2:101–20).

reinterprets and reapplies Nathan's dynastic oracle.⁴⁷ Associating the divine bequest of an everlasting dynasty to David with David's loyalty to the deity is an important feature of the Deuteronomist's introduction to the northern monarchy.⁴⁸ But it is not a constituent feature of the Davidic promises themselves.

Weinfeld does adduce one parallel from a principal Davidic covenant passage, Psalm 132, to support his contention that the deity's covenant with David is an unconditional gift for past loyalty, but the interpretation of this difficult text is disputed. Ps 132:1 reads: זָכֹר־יְהוָה לְדָוִד אֵת כָּל עֲנֻתוֹ ("Remember, O YHWH, to David all his affliction"). There is no other instance of a *pual* infinitive construct of עָנָה.⁴⁹ The Septuagint reads τῆς πρᾶσις αὐτοῦ, which may be equivalent to עֲנֻתוֹ ("his humility").⁵⁰ In any case, Weinfeld presents his own reading of this verse. Positing עָנָה as "somehow corresponding" to *anāhu*, *marāšu*, and *ml* in grants from Ugarit, a deed from Elephantine, and a letter from El Amarna, he argues that Ps. 132:1 actually depicts David's exertion for which he was granted a dynasty.⁵¹ From the perspective of comparative Semitic philology, such claims are precarious.⁵² The verb *anāhu* represents

a different root from עָנָה or עָנָו. Weinfeld, moreover, fails to cite examples in which עָנָה is used in similar contexts as *anāhu*. Because there are three different verbs with the radicals עָנָה, the precise nuance of the verb must be established (from the meanings of these three verbs) in context.⁵³ In this case, the psalmist's summons to YHWH to remember David (Ps. 132:1) is associated with David's oath to YHWH that he will find Him an appropriate sanctuary (Ps. 132:2–5).⁵⁴ David avoids his house and abstains from sleep until he finds a domicile for "the Mighty One of Jacob" (Ps. 132:3–5). Both the content and the context of verse 1 suggests that עָנָה refers to humility or self-denial.⁵⁵

There is an additional problem with Weinfeld's interpretation of Psalm 132. Even if one allows that עָנָה refers to David's exertion, this reading is insufficient to prove that Davidic loyalty elicits the divine award of a dynasty to David's offspring. Psalm 132 associates the divine bequest of a dynasty (vv. 11–12) with YHWH's choice of Zion (vv. 13–16). Following the opening recollection of David's oath to find a place for YHWH (vv. 1–5), alternating voices champion the ark's ascent to YHWH's resting place (vv. 6–9). The psalmist then appeals directly to YHWH again, requesting that, on account of David, YHWH not turn away from the face of his anointed (מָשִׁיחַ; v. 10; cf. vv. 1, 8). Just as David swears (שָׁבַע) an oath to YHWH (vv. 2–5), YHWH swears (שָׁבַע) an oath to David, which predicates an everlasting throne on observance of YHWH's covenant (בְּרִית) by David's sons (vv. 11–12). The psalmist links this dynastic pledge to YHWH's election (בָּחַר) of Zion (v. 13).⁵⁶ To underscore the point, the psalmist quotes a divine speech concerning YHWH's habitation (vv. 14–18). Zion is YHWH's resting place (v. 14), and it is here

⁴⁷ M. Fishbane, *Biblical Interpretation in Ancient Israel* (Oxford: Clarendon, 1985), 394–96, 465–67; J. D. Levenson, *Sinai and Zion: An Entry into the Jewish Bible*, New Voices in Biblical Studies (San Francisco: Harper & Row, 1985), 209–16.

⁴⁸ 1 Kings 11:37–38; 14:8–11. See Knoppers, *Two Nations Under God*, 1:199–206.

⁴⁹ Indeed, *pual* infinitive constructs are exceedingly rare. See B. K. Waltke and M. O'Connor, *An Introduction to Biblical Hebrew Syntax* (Winona Lake, Ind.: Eisenbrauns, 1990), §25.1b (pp. 418–19).

⁵⁰ So H. Bardtke in *BHS*, ed. K. Elliger and W. Rudolph (Stuttgart: Deutsche Bibelstiftung, 1977), 1213. Aquila reads κακουχίας ("maltreatment" or "torment"), while Symmachus similarly has κακώσεως ("ill treatment" or "oppression"). Either root (עָנָה or עָנָו) could lie behind the readings of the LXX. See E. Hatch and H. Redpath, *A Concordance to the Septuagint and the other Greek Versions of the Old Testament*, vol. 2 (Oxford: Clarendon, 1897), 1201. C. A. and E. G. Briggs defend the reading of the MT, *The Book of Psalms*, ICC (New York: Charles Scribner's Sons, 1907), 2:469. Similarly, Kraus translates, "self-torment," *Psalms 60–150*, 472. M. Dahood repoints the MT as *anwōtāyw*, interpreting this to mean "his triumphs," *Psalms III: 101–150*, AB 17A (New York: Doubleday, 1970), 243.

⁵¹ Weinfeld, "Covenant of Grant," 187–88.

⁵² The verb *marāšu* usually means "to be sick, angry" and only has the meaning "to care for" in the Št conjugation; see *AHW*, 610. H. Huffmon, *Amorite Personal Names in The Mari Texts* (Baltimore: Johns Hopkins Univ. Press, 1965), 233–34, believes that there may be two roots involved.

⁵³ BDB, 772–77; KB, 718–20.

⁵⁴ T. E. Fretheim, "Psalm 132," 289–300; Hillers, "Ritual Procession," 48–55; Cross, *Canaanite Myth*, 256–57; Halpern, *Constitution*, 17–19; Kruse, "Psalm CXXXII," 279–97; Seow, *Myth*, 151–64; Kraus, *Psalms 60–150*, 472–83.

⁵⁵ F. Perles, *Analekten zur Textkritik des Alten Testaments* (Munich: Ackermann, 1895), 65; Hillers, "Ritual Procession," 53; Halpern, *Constitution*, 17; Seow, *Myth*, 151. Kraus, *Psalms 60–150*, 479, thinks that Ps. 132:1 refers to David's being "troubled and mortified by the critical state of the cultus" (cf. 2 Sam. 7:1). But I believe that W. O. Eosterly is closer to the mark when he points to the use of עָנָה (*pual*) in Lev. 23:29, designating self-denial through abstinence from work on the Day of Atonement (Lev. 23:28, 30–32) (*The Psalms* [London: S. P. C. K., 1959], 531).

⁵⁶ In this regard, the use of the conjunction כִּי at the beginning of verse 13 is telling. See T. E. Fretheim, "The Ark in Deuteronomy," *CBQ* 30 (1968): 1–14.

that YHWH makes a horn sprout for David (v. 17). The compositional history, setting, and form of Psalm 132 have been subject to some debate.⁵⁷ But there is no clear evidence from which to assume that the divine bequest of a dynasty results from David's loyalty. David is the basis for divine consideration of the Davidic king presently in office, yet the psalm ties YHWH's promises to the Davidides to YHWH's election of Zion.

Although Weinfeld traces some of his alleged language parallels to Neo-Assyrian times, he argues that the promises reflected in the Davidic covenant are much older, going back to Late Bronze Age Anatolia. He starts by trying to establish linguistic correspondence between grants and the Davidic covenant in the depiction of adoption and of unconditional granting of dynasty. These two elements, normally not found together in one document, are both said to occur in two versions of the Davidic promises: 2 Sam. 7:14–16 and Ps. 89:20–37.⁵⁸

I will become his father and he shall become My son. When he does evil, I will chastise him with the rod of men and with the stripes of the sons of man, but I will not withdraw My loyalty from him as I withdrew it from Saul before you. Your house and your kingship are sure before Me forever and your throne shall be established forever. (2 Sam. 7:14–16)⁵⁹

According to Weinfeld, the “house” (= dynasty), land, and people given to David could only be legitimized by adoption.⁶⁰ The adoption formula “I will become his father and he shall become my son” serves as the judicial basis for the granting of an eternal dynasty. And now to the language parallel. As an example, Weinfeld cites the Hittite treaty between Šuppiluliuma and Šatti-

wazza. In describing how he established relations with Šuppiluliuma, Šattiwazza states:

(22) [The Great King] grasped me with [his ha]nd and took delight in me. . . . (24) [And when] I defeat the land of Mittanni I shall not cast you aside. I shall make you my son. (25) I will stand by for [your help], I will make you sit on the throne of your father. And the Sun, Šuppiluliuma, the Great King, the king of the land of Hatti, (26) the Hero, be[loved] of Tešup, the one whom the gods know, the word that comes out of his mouth will not return. (Weidner 2.22–26)

Similar adoption imagery is found in the bilingual testament of Ḫattušili I regarding the “young Labarna,” not the real son of Ḫattušili, but a sister's son who is being adopted and designated for the throne: “I have appointed him my son, embraced him, and continually exerted myself with regard to him.”⁶¹ Regarding Ḫattušili himself, it is said that one deity “placed him onto the bosom, grasped his hand, and stayed always ahead of him” (*ana sūnišu iškuššu u qāssu iṣbassu ina pānišu ir-tup alākam*).⁶²

Although Psalm 89 does not contain the adoption formula per se, Weinfeld argues that the imagery of the deity grasping the ruler's hand purportedly found in both Ps. 89:22 and the testament of Ḫattušili is further evidence for the notion of adoption within the Davidic covenant.⁶³ It will be useful to examine these verses more closely. YHWH declared in Ps. 89:21–28:

(21) I have found David My servant,
with My holy oil I have anointed him,
(22) that My hand shall abide with him,
(that) My arm shall strengthen him.
(23) The enemy shall not lay claim to him,
and the wicked shall not humble him.
(24) I will crush his foes before him,
and strike down those who hate him.
(25) My faithfulness and loyalty shall be with him,
and in My name shall his horn be exalted.
(26) I will set his hand on the sea,
and his right hand upon the rivers.

⁵⁷ Kraus provides a brief history of interpretation, *Psalms* 60–150, 474–79.

⁵⁸ Weinfeld, “Covenant of Grant,” 190.

⁵⁹ In 2 Sam. 7:14, I read ובהעוּתו (see the Syriac). The MT reads אֲשֶׁר בְּהַעוּתוֹ. In 2 Sam. 7:15, I follow a few Hebrew manuscripts, the LXX, the Syriac, and the Vulg., reading אֲסוּר. The MT has יָסוּר. In 2 Sam. 7:16, the MT has בֵּיתְךָ (“your house”), while the LXX reads ὁ οἶκος αὐτοῦ (“his house”). I follow the MT (maximum variation). Later in this verse, I follow the argument of McCarter (*II Samuel*, 195) for reading לִפְנֵי וְכִסֵּאךָ (cf. the LXX, Cyprian, and the Syriac) instead of the MT's לִפְנֵיךָ כִּסֵּאךָ. The Chronicler's record basically follows Samuel's formulation of the father-son analogy (1 Chron. 17:13; 22:10; 28:6). But the Chronicler also posits YHWH's election (בְּחֹר) of Solomon (e.g., 1 Chron. 28:5, 6).

⁶⁰ “Covenant of Grant,” 191; “Addenda,” 469.

⁶¹ F. Sommer and A. Falkenstein, *Die hethitisch-akkadische Bilingue des Ḫattušili I. (Labarna II.)*, Abhandlungen der Bayerischen Akademie der Wissenschaften, phil.-hist. Abt., n.F. 16 (München: Bayerischen Akademie der Wissenschaften, 1938), 2–7, 12 (I.4–5; cf. I.37; III.24–25).

⁶² KBo 10.1.13–14, H. Otten, “Die altassyrischen Texte aus Boğazköy,” *MDOG* 91 (1958): 79.

⁶³ Weinfeld, “Covenant of Grant,” 190–92.

(27) He will declare to Me, "You are my father,
my God and the rock of my salvation."

(28) I will appoint him first-born,
highest among the kings of the land.⁶⁴

Even though Weinfeld contends that Psalm 89 signifies adoption by the deity, there are difficulties with this assertion. First, the language of Ps. 89:27–28 is allusive. Father-son terminology also occurs in ancient Near Eastern treaties and diplomatic correspondence to describe the relationship between suzerain and vassal.⁶⁵ Such vocabulary evinces or establishes a quasi-familial relationship between the respective parties.⁶⁶ In any case, as Sarna observes,⁶⁷ Ps. 89:27–28 seems to underscore the benefits which the status of first-born (בכור), not son (בן), bestows. Second, Jacobsen has shown⁶⁸ that it is

⁶⁴ In Ps. 89:23 the MT reads לא יענוני, while the lemma of the LXX, προσθήσει τοῦ κακῶσαι αὐτόν (= יוסיף לענותו), assimilates toward 2 Sam. 7:10 (cf. 1 Chron. 17:9). I follow the MT (*lectio difficilior*).

⁶⁵ F. C. Fensham, "Father and Son as Terminology for Treaty and Covenant," in *Near Eastern Studies in Honor of William Foxwell Albright*, ed. H. Goedicke (Baltimore: The Johns Hopkins Univ. Press, 1971), 121–28, and Kalluveetil, *Declaration and Covenant*, 98–99. The same terminology occasionally appears in the Hebrew Bible to describe the relationships between God and people, God and king, suzerain and vassal: D. J. McCarthy, "Notes on the Love of God in Deuteronomy and the Father-Son Relationship Between Yahweh and Israel," *CBQ* 27 (1965): 144–47; Fensham, "Father and Son," 128–35; Kalluveetil, *Declaration and Covenant*, 129–35.

⁶⁶ So already J. Pedersen, *Der Eid bei den Semiten in seinem Verhältnis zu verwandten Erscheinungen, sowie die Stellung des Eides in Islam*, Studien zur Geschichte und Kultur des islamischen Orients, 3 (Strassburg: Trubner, 1914), 21–22. F. M. Cross argues that the formulation of West-Semitic treaties—especially the kinship language within these treaties—is indebted to the lore of pre-state tribal societies, "Kinship and Covenant in Ancient Israel" (unpublished paper), 14–21.

⁶⁷ Sarna, "Psalm 89," 38. Cf. 2 Sam. 7:14; Ps. 2:7–8. On the Akkadian expressions for adoption (e.g., *ana māri epēšu*, "to make as a son," *ana mārūti epēšu*, "to make into the status of sonship," and *ana mārūti leqū*, "to take into the status of sonship"), see the survey of Paul, "Adoption Formulae," 180–85.

⁶⁸ T. Jacobsen, "Parerga Sumerologica," *JNES* 2 (1943): 119–21; H. Frankfort, *Kingship and the Gods: A Study of Ancient Near Eastern Kingship as the Integration of Society and Nature* (Chicago: Univ. of Chicago Press, 1948), 297. For the terminology at Ugarit, see KTU, 1.15.II.25–28. J. Tigay, "Adoption," *EJ* 2:298–303, points out that giving birth on one's knees does not imply adoption in the context of the

very difficult to prove the theory that formal acts of adoption are behind the statements of Mesopotamian rulers that they were nourished with the milk, or were placed on the knee, of some goddess. Nowhere else in Sumero-Akkadian literature are these attested as acts of adoption. While phrases depicting either a deity grasping a ruler's hand or a deity proclaiming that a certain king enjoys first-born status express divine favor, protection, and premier position, such usage does not necessarily entail legal adoption. Hence, one should distinguish between the adoption imagery employed in 2 Samuel 7 and the imagery of security and unrivalled status in Psalm 89. I shall comment below on the import of such formulae, but in the present context it is important to observe that they occur in disparate genres: treaties, testaments, historical narratives, and poetry. The intimate association between divine favor and royal privilege is striking, but the linkage is not by any means confined to land grants.

If the dynastic oracle of 2 Samuel 7 and the poetry of Psalm 89 configure the deity's elevation of the house of David somewhat differently, they both contain similar unconditional promises. De Vaux rightly perceives⁶⁹ the connection between this promise to maintain a dynasty (even though its members might sin) in 2 Samuel 7 (and Psalm 89) and similar assurances Tudḫaliya IV of Hatti provides in his treaty with Ulmi-Tešup of Tarḫuntašša.

If your son or [your] grands[on] should commit an offense, let the king of Hatti investigate him. And if an offense remains for him, let the king of Hatti do as he wishes. If he is worthy of death, let him die. But his house and country will not be taken and given to (one) from another's issue. Let only (one) of Ulmi-Tešup's descent take (them). (KBo 4.10:obv. 9–13)⁷⁰

Hebrew Bible. Tigay's further claim that the evidence for the practice of adoption is meager in pre-exilic Israel and virtually nonexistent in the post-exilic Judah should be tempered, however, by the literary evidence (e.g., 2 Sam. 7:14; Ps. 2:7–8; Isa. 9:5).

⁶⁹ De Vaux, "Le Roi d'Israël," 125. See also Calderone, *Dynastic Oracle*, 56–57.

⁷⁰ My translation of KBo 4.10:obv. 9–13 basically follows that of G. Beckman, "Inheritance and Royal Succession Among the Hittites," *Kaniššuwat*, 19–20. See also the comments of E. Cavaignac, "Dadasa-Dattassa," *RHA* 10 (1933): 65–76; E. Laroche, "Un Point d'histoire: Ulmi-Teššub," *RHA* 8 (1947–48): 40–48. J. Garstang and O. R. Gurney, *The Geography of the Hittite Empire*, Occasional Publications, 5 (London: British Institute of Archaeology at Ankara, 1959), 66–69; T. R. Bryce, "The Boundaries of Hatti and Hittite Border Policy," *Tel Aviv* 13 (1986): 99–101.

Related to, but not identical with, this pledge is the commitment Muršili II makes in his treaty with Kupanta-Inara of Mirā Kuwaliya. Muršili II reinforces the right of Kupanta-Inara to his father's house and land despite his father's transgressions.⁷¹ Similarly, Muwatalli guarantees Alakšandu that his heir will occupy his throne even though his subjects may not want him.⁷² Indeed, the guarantee of succession to the throne for a vassal's issue is common in Hittite vassal treaties.⁷³ The stability afforded by dynastic succession within the house of a loyal subject was advantageous to the Hittite crown.

The absolute promise of succession within a particular dynasty is a striking parallel between the treaty of Tudḫaliya IV with Ulmi-Tešup and the presentation of the Davidic promises in 2 Samuel 7 and Psalm 89. In neither case, however, are the recipients of the promises devoid of obligations. The Ulmi-Tešup treaty stipulates that the inheritance of Ulmi-Tešup may not pass to the issue of one of his daughters. The treaty also contains a curse that Ulmi-Tešup along with his wife, family, property, and country will be decimated, should he not fulfill the terms of the treaty.⁷⁴ However much 2 Samuel 7 and Psalm 89 heighten the deity's obligation to David and his seed, they also contain a bilateral element. In both texts, David's descendants are not freed from their responsibility to obey YHWH (2 Sam. 7:14; Ps. 89:31–33). Their disobedience will bring divine chastisement.⁷⁵ What is interesting in the above texts is that the guarantee of succession is not predicated upon the loyalty of the sons; one more commonly finds that the overlord's promise of dynastic succession is contingent upon continuing vassal loyalty, as in the version of the Davidic promises preserved in Ps. 132:11–12.

The use of unconditional language is not confined, however, to a few vassal treaties. As Weinfeld points out,⁷⁶ unconditional terms are found in a variety of legal

documents pertaining to property, for instance, in the royal decree of Tudḫaliya IV and Pudu-Ḫepa for the descendants of Šaḫurunuwa, a Hittite high official: "No one shall take away this household from ^dU-manawa, her sons, her grandsons, her great-grandsons, and her future descendants."⁷⁷ This text recognizes the possibility that a member of the family may offend the king and that such a descendant may be punished. Nevertheless, "the household shall not be taken away from him, nor be given to another" (Imparati 9.64–67). Another example of this type of unconditional guarantee cited by Weinfeld is found in a will (*tuppi šimti*) from Nuzi. The testator is the father of a family; the beneficiaries are the mother and the sons, the ultimate heirs being the sons.

Tablet of settlement of Zigi son of Akkuya: a settlement he made for his wife and for his sons. Thus Zigi: "All of my fields, buildings, acquisitions, all of my outfit, one (part of these) my possessions is given to my wife, to Zillipkiaš. And Zillipkiaš shall be made parent of the sons(?). As long as Zillipkiaš is alive, the sons of Zigi shall revere her. When Zillipkiaš dies, the sons of Zigi whoever you are, shall receive his inheritance portion according to his allotment. Whoever among my sons does not listen to the voice of Zillipkiaš, Zillipkiaš shall place him in the house [of detention]; their mark (on the head) shall be affixed and they will be put in fetters, but the lump (clod) of earth he may not break (*u šu kirbāna* [?] *lā iḫeppe*). And Zillipkiaš shall not give anything away to strangers (*ana awēli nakar[i] lā inaddin*)."⁷⁸

If Zillipkiaš were allowed to break the clod of earth, she could, in the context of family law, sever filial ties between a son and his family resulting in the forfeiture of both the son's right to family property and his participation in the family cult.⁷⁹ By forbidding the breaking of the clod of earth, the will pronounces the inalienability

⁷¹ Friedrich, 3.7.12–22; 24.8–21; G. A. Barton, *The "Treaty" of Mursilis with Kupanta-KAL*, Hittite Studies, 1.2 (Paris: P. Geuthner, 1928), 37, 61 (§§7.55–65; 24.63–70).

⁷² Friedrich, 5.1.A.71–81; B.7–10 (see also 5.4.37–46).

⁷³ Friedrich, 1.8.23–28; 6.5.31–40; Weidner, 6:rev. 13–16; 7.1.49–54; Korošec, *Hethitische Staatsverträge*, 89–91; A. Goetze, *Kleinasien*, 2nd ed., Handbuch der Altertumswissenschaft, III.1.2.2.1 (München: Beck, 1957), 98–101; Calderone, *Dynastic Oracle*, 18–20.

⁷⁴ KBo 4.10.12–15, 33:rev. 5–7. Levenson, "The Davidic Covenant," 211–12; Halpern, *Constitution*, 45–50.

⁷⁵ See, now, L. Eslinger, *House of God or House of David: The Rhetoric of 2 Samuel 7*, JSOTSup 164 (Sheffield: JSOT Press, 1994), 57–63.

⁷⁶ Weinfeld, "Covenant of Grant," 189–202.

⁷⁷ KUB xxvi.43; Imparati, 9.60–61. Greenfield, "*našû-nadānu* and its Congeners," 89, draws attention to similar phraseology in another text, KUB xxi.58.

⁷⁸ E. A. Speiser, "New Kirkuk Documents Relating to Family Laws," *AASOR* 10 (1930): 51–52, with emendations by P. Koschaker, "Keilschriftforschung," *OLZ* 35 (1932): 399–406, and E. Cassin, "Nouvelles données sur les relations familiales à Nuzi," *RA* 57 (1963): 116.

⁷⁹ To reinstitute an ousted son as a legitimate son, a father would have to adopt him legally. See M. Malul, *Studies in Mesopotamian Legal Symbolism*, AOAT 221 (Kevelaer: Butzon & Bercker, 1988), 79–88; cf. E. Cassin, "L'influence babylonienne à Nuzi," *JESHO* 5 (1962): 133. In the context of the

of the sons' rights. The testament obviously safeguards the rights of the mother, but one can also discern a conscious effort on the part of the testator to keep the property within the family to the exclusion of outsiders.

This brief survey of unconditional language from a variety of documents and settings reveals that the language of unconditionality, including clauses disallowing rebellious sons to forfeit the inheritance, is not peculiar to any one form. One should hesitate, then, to claim that the unconditional promise of dynasty to David's progeny proves that this covenant belongs to a certain genre. Yet this is exactly what Weinfeld has done. He has taken parallels to the Davidic promises from an assortment of genres—vassal treaties, grants, wills, and adoption documents—to prove that the Davidic covenant belongs to the genre of a royal land grant. This seems illogical. The contrary seems to hold: similarities in language should caution against too readily identifying the Davidic promises with any one of these literary forms.

There is an additional problem with citing unconditional language in a variety of genres to demonstrate that the Davidic promises are of the covenant-of-grant type. The closest analogies to the perpetual dynasty awarded to David occur in vassal treaties (e.g., Tudḫaliya IV of Hatti with Ulmi-Tešup of Tarḫuntašša). The examples of unconditional language cited from royal grants pertain to household or land, not to dynasty. In this regard, it is helpful to distinguish between the Davidic promises and the Abrahamic promises, the various versions of which engage the subject of land.⁸⁰

Weinfeld might counter these criticisms by asserting that all of these diverse documents belong to a common form or rubric—"the covenant of grant." Certainly, however, the vassal treaties cited do not belong to such a category. In Weinfeld's typology, ancient Near Eastern treaties fall under "the covenant of obligation" rubric. One should question, moreover, the viability of a form (the covenant of grant), which includes wills, grants, adoption documents, and conveyances. Such a proposed *Gattung*, which allows for profound discrepancies in structure, organization, and terminology, becomes an unhelpful and imprecise meta-category.

In determining parallels between given texts, it is helpful to examine, not only similar language, but also the meaning and function of this language in the context of the work itself. Different combinations of similar

phraseology in different contexts can generate very different meanings. Such considerations are highly pertinent to understanding the Davidic promises. Each biblical writer has contextualized the Davidic promises differently. In this regard, unconditional language, adoption imagery, and the depiction of first-born status do not exhaust the portrayals of YHWH's provision for his anointed. In the context of Psalm 89, for instance, mythical allusions are also present.⁸¹ In the view of one scholar, YHWH's declaration concerning David, "I will set his hand upon the sea, his right hand upon the rivers" (Ps. 89:26), applies to the Israelite king a "mythological allusion to the victory of the divine warrior over the watery chaos."⁸² The presence of such mythological language affects how one understands other images in the poem. To deal only with parallels drawn from the legal sphere is inadequate at this point. In the ideology of Canaanite kingship, the king enjoys a degree of kinship with the divine realm.⁸³ The king, although human and vulnerable, is mythologically paired with the gods. In the Kirta legend, King Kirta plays a "divine" role as a nexus between heaven and earth.⁸⁴ This role raises questions as to how Kirta, "the son of El," the "Beloved of El," can become ill and die.

Shall you also die, O father, as mortals,
or (shall) your court pass over to mourning,
to the control of women, O Father of the Heights?
Or, shall gods die,
shall the offspring of the Kind One not live?
(KTU 1.16.II.40–44)

⁸¹ Cross, *Canaanite Myth*, 258–60, argues that covenant theology from the Israelite league has merged with Canaanite theology of divine sonship in the present form of Ps. 89:20–38 and to a lesser extent in 2 Sam. 7:11b–16.

⁸² Cross, *Canaanite Myth*, 258.

⁸³ Note Kirta's titles: "the Servant of El," "the Noble One," "the Gracious One, the Lad of El," and "the Offspring of the Kind One" (KTU 1.14.I.40; 14.II.8; 14.III.49, 51; 14.IV.37; 14.V.32; 14.VI.16, 34–35, 40; 15.II.8, 15–16, 20–21; 15.V.22; 16.I.10–11, 20–24; 16.II.43–44, 48–49; 16.VI.15, 41–42, 54) and see my "Dissonance and Disaster in the Kirta Legend," *JAOS* 114 (1994): 572–82. In Israelite tradition, see Isa. 9:5 [MT]; 11:2; Ps. 2:6; 45:3, 7; 58:2; Lam. 4:20.

⁸⁴ K.-H. Bernhardt, *Das Problem der altorientalischen Königsideologie im Alten Testament*, VTSup 8 (Leiden: E. J. Brill, 1961), 67–90; J. Gray, "Sacral Kingship in Ugarit," *Ugaritica* 6 (1969): 289–302; G. W. Ahlström, *Royal Administration and National Religion in Ancient Palestine*, Studies in the History of the Ancient Near East, 1 (Leiden: E. J. Brill, 1982), 1–25; H. Cazelles, "Sacral Kingship," *ABD*, 5: 863–66.

law of obligation, breaking a clod of earth signifies annulling a debt document (Malul, *Studies*, 319–21).

⁸⁰ Gen. 15:7, 18–21; 17:8. The Abrahamic promises also guarantee numerous progeny (Gen. 15:4–5; 17:2–7, 16–21).

Like the king of Ĥubur in the Kirta legend, David in Psalm 89 enjoys a critical position in divine-human affairs. YHWH declares in Ps. 89:37 that the Davidic throne shall endure “like the sun before me.” Associating YHWH’s handiwork in the heavens and earth with the establishment of David’s sons accentuates the dynastic pledge in Ps. 89:20–38.⁸⁵ The authors of Psalm 89 blend various formulae into their portrayal of Davidic kingship. Considering the notion of sonship only within the context of legal adoption, disavowing any connection with the language of legends and mythology, proves to be too narrow.⁸⁶

In the case of 2 Samuel 7, the concerns of the authors are somewhat different. Whereas Psalm 89 never mentions the Jerusalem temple, 2 Sam. 7:1–16 plays on the various connotations of “house” (בֵּית) to link the successful construction of the temple by one of David’s seed to the divine establishment of an enduring dynasty.⁸⁷ The Chronicler contextualizes the Davidic promises in his own distinctive way. His contributions to David’s reign underscore the importance of the dynastic promises (1 Chron. 22:6–10; 28:6, 10, 20; 19:1, 19). The Chronicler makes the connection between David and Solomon even more explicit and renders the fulfillment of the Davidic promises dependent upon Solomon’s success.⁸⁸ But the Chronicler, unlike the Deuteronomist, portrays Solomon as consistently faithful throughout his reign.⁸⁹

⁸⁵ Indeed, it is the recitation of this high theology that makes the concluding lament about the demise of YHWH’s anointed (vv. 39–52) so poignant.

⁸⁶ According to Weinfeld, “Covenant of Grant,” 194, “the notion of sonship within the promise of dynasty comes then to legitimize the grant of dynasty. It has nothing to do with mythology: it is purely a forensic metaphor.”

⁸⁷ D. J. McCarthy, “II Samuel 7,” 131–38; Cross, *Canaanite Myth*, 249–60; Veijola, *Die ewige Dynastie*, 32–48; Mettinger, *King and Messiah*, 51–55; Halpern, *Constitution*, 19–20; McCarter, *II Samuel*, 217–31; Kruse, “David’s Covenant,” 153–55; Jones, *The Nathan Narratives*, 78–92.

⁸⁸ Chronicles, like the final edition of Kings (1 Kings 2:3–4; 8:25–26; 9:4–9; see Knoppers, *Two Nations Under God*, 1: 64–65, 99–103, 109–12) includes some passages that condition the future of the Davidic dynasty upon Solomon’s fidelity (1 Chron. 22:12–13; 28:7–10; 2 Chron. 6:16–17; 7:17–18).

⁸⁹ The reign of Solomon represents an unprecedented age of peace, prosperity, and international prestige (1 Chron. 17:8–9; 22:9, 18; 2 Chron. 1:7–18; 8:1–9:31). On four separate occasions the Chronicler associates the kingdom or kingship of David with the kingdom or kingship of God (1 Chron. 17:14; 28:5; 29:11; 2 Chron. 13:8). On three occasions he associates the

After Psalm 89, 2 Samuel 7, and the Chronicler’s work, Psalm 132 presents a fourth distinct perspective on the Davidic promises, associating the divine pledge of dynasty to David with the ritual procession of the ark (vv. 6–8) and the election of Zion (vv. 13–16). Because they overlook mythological, literary, and formal considerations, both de Vaux’s understanding of the Davidic covenant as a vassal treaty⁹⁰ and Weinfeld’s understanding of the Davidic covenant as a royal grant fall short. In their present form and context, these texts are neither vassal treaties nor royal grants. Instead, they illustrate in different ways the high theology of the Jerusalem court.

This analysis of Weinfeld’s evidence for proposed parallels in structure and language has revealed a number of acute problems. First, close examination of ancient Near Eastern land grants has shown that these grants lack a continuous and distinctive structure. Even if such a structure could be ascertained for comparison, the main passages referring to the Davidic covenant (2 Samuel 7, Psalms 89 and 132, 1 Chronicles 17) do not display, as we have noted, a clear legal structure. Second, we have demonstrated that the language parallels that Weinfeld posits are not peculiar to land grants. Specific parallels in the granting of dynastic succession occur in vassal treaties, not in land grants. Further, language parallels in the depiction of divine protection and unconditional granting of an inheritance (which may not, strictly speaking, even be found in land grants) are combined in distinctive ways in three of the passages depicting the Davidic promises (2 Sam. 7:1–16; Ps. 89:20–38; 1 Chron. 17:1–15). The other principal passage, Psalm 132, offers its own perspective on the terms of the Davidic covenant. But even if there were no problems with parallels of structure and language, the argument that the Davidic promises belong to “the covenant of grant” confronts a third major obstacle—the question of whether

throne of YHWH with that of David (1 Chron. 28:5; 29:23; 2 Chron. 9:8). The Chronicler’s Solomon fulfills the Davidic promises (as formulated in 1 Chron. 17:10–14), because he, unlike the Deuteronomist’s Solomon (1 Kings 11), does not sin. See H. G. M. Williamson, *1 and 2 Chronicles*, NCB (Grand Rapids: Eerdmans, 1982), 132–26; G. N. Knoppers, “Rehoboam in Chronicles: Villain or Victim?” *JBL* 109 (1990): 429–32. Hence, there are no grounds whereby the conditions of these texts (referring to Solomon) would take effect (2 Chron. 13:5; 21:7; 23:3; cf. 1 Kings 11:36; 15:4; 2 Kings 8:19).

⁹⁰ Citing the use of unconditional language within the treaty between Tudḫaliya IV of Ḫatti and Ulmi-Tešup of Tarḫuntašša (KBo 4.10), de Vaux, “Le Roi d’Israël,” 119–33, argues that the Davidic covenant is modeled after the pattern of a vassal treaty.

land grants are inherently unconditional. We turn, then, to our third rubric—the character of ancient Near Eastern royal grants.

III. THE UNCONDITIONALITY OF THE LAND GRANT

A major reason to view the Abrahamic and Davidic promises as royal grants, according to Weinfeld, is the unconditional status they all share.⁹¹ We have seen that “unconditional language” is found in a variety of documents. The issue that needs to be addressed is whether one particular genre—the royal grant—is characteristically unconditional. According to Weinfeld, land grants are diametrically different from vassal treaties, which are decidedly conditional in nature. There are, in my judgment, three major problems with this claim. First, a guarantee of real estate is not the same as a guarantee of dynasty, and an unconditional transfer of territory is not tantamount to an absolute divine pledge of dynastic succession within a given royal family. There may be, as we have seen, similarities in language between the two, but the content of the legal act is different. Second, the available (incomplete) evidence does not support viewing land grants as principally unconditional. Third, grants that are unconditional are not for the most part unconditional in the same way that the dynastic promises are unconditional in 2 Samuel 7, Psalm 89, and 1 Chronicles 17. I will return to the third point but, considering the popularity of the land grant hypothesis, significant attention must also be given to the second.

Land grants are not predominantly unconditional. Since any survey of grants must be selective, I shall focus on those geographical areas from which Weinfeld selects his evidence, looking at the texts he cites, as well as relevant examples that he omits. Although Weinfeld's studies have focussed upon literary parallels, this survey will pay attention to the social setting (insofar as that can be determined) and function of land grants. The historical and social contexts in which documents are written may shed light on critical questions of interpretation.

In the Syro-Palestine area, Weinfeld cites the “gift-deed” of Abba-AN to Yarim-Lim as an example of a

land grant. The document refers to the revolt of Irridi (formerly under Yarim-Lim's leadership), which Abba-AN had successfully suppressed.⁹² In the ensuing reorganization of the territory in northern Syria, Yarim-Lim apparently received Uwia (Upia?) in exchange for eight other towns and villages (AT 456.1–9). For Irridi, now destroyed (AT 1.2–4), and several other towns, Yarim-Lim received Alalah and Murar. In a ceremony, ratified by solemn oaths and the slaying of sheep, Abba-AN pledges not to take back what he gave Yarim-Lim (AT 456.36–43). At first glance, then, this document appears to fit the unconditional typology nicely. But it does not. The grant is explicitly conditional. The promise is contingent on the fidelity of Yarim-Lim and his progeny.⁹³

If he lets go of the hem of Abba-AN's garment and seizes the hem of another king's garment, he shall forfeit the towns and the territories.

šumma qaran šubāt Abba-AN uwaššarūma qaran šubāt šarrim šanīm iṣabbatu ina ālāni u epiri it[taṣṣ]i.
(AT 456.47b–50a)⁹⁴

Though not cited by Weinfeld, a royal letter from Nuzi is also relevant to the question of unconditionality. This letter was sent by the king of Mittanni to one Iṭḫiya, most likely the king of Arrapha.⁹⁵ Of the three royal grants to which this letter alludes, one transfers land belonging to the king of Arrapha to one Ammin-naya.⁹⁶ The evidence

⁹² D. J. Wiseman, “Abban and Alalah,” *JCS* 12 (1958): 124–29.

⁹³ Weinfeld obscures this point. He initially terms the Abba-AN document (and AT 1) a royal grant (“Covenant of Grant,” 185), but he later reverses himself, stating that the deed of Abba-AN to Yarim-Lim is, not a deed of grant, but “a deed of exchange” (p. 197, n. 116).

⁹⁴ I follow the reading of these lines proposed by A. Draffkorn, “Was King Abba-AN of Yamḥad a Vizier for the King of Hattuša?,” *JCS* 13 (1959): 96. Seizing a deity's or a lord's hem in treaties and prayers functioned as a symbolic act of submission. See E. L. Greenstein, “‘To Grasp the Hem’ in Ugaritic Literature,” *VT* 32 (1982): 217–18.

⁹⁵ HSS IX: 1. My discussion of this text follows the treatment of M. P. Maidman, “‘Privatization’ and Private Property at Nuzi: The Limits of Evidence,” in *Privatization in the Ancient Near East and Classical World*, ed. Michael Hudson and Baruch A. Levine (Cambridge, Mass.: Peabody Museum, 1996).

⁹⁶ Ammin-naya was most probably the daughter-in-law of the king of Arrapha. See G. Wilhelm, “Parrattarna, Sauštatar und die absolute Datierung der Nuzi-Tafeln,” *Acta Antiqua* 24 (1976): 155, and C. Zaccagnini, “Les Rapports entre Nuzi et

⁹¹ According to Weinfeld (“b^crīth,” 270), the covenant of grant is concerned with the gift of land (Abraham) and the gift of dynasty (David). God “promises to David to establish his dynasty without imposing any obligations” Although “loyalty to God is presupposed, it does not occur as a condition for keeping the promise. On the contrary, the Davidic promise, as formulated in the vision of Nathan (2 Sam 7) contains a clause in which the unconditional nature of the gift is expressly stated”

provided by this letter strongly suggests that the same real estate that was previously given by the king of Mittanni to the king of Arrapha could be reassigned to another person. The king of Mittanni may have donated the land to the king of Arrapha, but he retained the title, that is, the right to reallocate the property.

Weinfeld also adduces donation texts from Ugarit to support his contention that royal grants are characterized by similar form and function throughout the ancient Near East. It will be useful to look more specifically at the function of these grants within the state of Ugarit. During part of its history, the kingdom of Ugarit was held by its ruler under the authority of the Hittite kings. There is substantial evidence that the Ugaritic kings wielded considerable power over their domain.⁹⁷ Hattušili III recognized that his vassal at Ugarit was the titular owner of all its real estate (RS 17.130.33–34). How much control the Ugaritic king enjoyed over his subordinates is a matter of dispute.⁹⁸ In any case, the palace at Ugarit, as its archives demonstrate, was a great administrative center in which the king held court, dispensing land grants to loyal subjects and taking land from others.⁹⁹ There is evidence that some sort of honorarium

was paid to the crown upon the receipt of a gift or grant (RS 16.207.7; 16.251.10–12; 16.260.5; 16.285.rev. 4). Royal control over property included supervision of that property by the royal family.¹⁰⁰

Because of the king's right to obligatory service and his interest in seeing that each estate was transmitted to a worthy successor, his approval was required for transfer of title within a family. When the king appears in such texts as either a witness or a participant, a special dynastic seal was used. As Boyer observes, the object of this seal was to impart a presumption of permanence to the transfer by giving it the sanction of the state.¹⁰¹ The king further possessed the power to raise his subjects in rank or social class. The recipient of higher rank had to render a *pilku* ("quota") (cf. RS 16.242.12–13), which was distinct from the regular obligation attached to a holding: *pilka ša bitu ubbal*, "the quota of the estate he will bring" (RS 16.262.11; cf. RS 16.162.24–26).

It is true that members of the royal family and officials of the kingdom received special privileges from the crown.¹⁰² Nuriyanu was given large shares of real estate without assessment of *pilku* obligations (RS 16.140.11–12; 16.150; 16.166; 16.248; 16.275). Niqmaddu II gave his daughter Apapa a town and provided her fiancé

Hanigalbat," *Assur* 2.1 (1979): 18, n. 73. Ammin-naya may have also been the daughter of the king of Mittanni, which would explain the complicated situations addressed by the letter. See Maidman, "Privatization."

⁹⁷ A. F. Rainey, "The Social Stratification of Ugarit" (Ph.D. diss., Brandeis Univ., 1962), 13ff.; idem, "Institutions: Family, Civil, and Military," in *Ras Shamra Parallels: The Texts from Ugarit and the Hebrew Bible*, vol. 2, ed. L. R. Fisher, AnOr 50 (Rome: Pontifical Biblical Institute, 1975), 71–107; E. A. Speiser, "Akkadian Documents from Ras Shamra," *JAOS* 75 (1955): 154–65; G. Boyer, "La Place des textes d'Ugarit dans l'histoire de l'ancien droit oriental," *PRU* 3, 284–308; M. Heltzer, "The Royal Economy in Ancient Ugarit," in *State and Temple Economy in the Ancient Near East*, vol. 2, ed. E. Lipiński, OLA 6 (Leuven: Department Oriëntalistiek, 1979), 459–96; idem, *The Internal Organization of the Kingdom of Ugarit* (Wiesbaden: L. Reichert, 1982), 3–48.

⁹⁸ D. Marcus, "Civil Liberties under Israelite and Mesopotamian Kings," *JANES* 11 (1981): 53–60; M. deJong Ellis, *Agriculture and State in Ancient Mesopotamia: An Introduction to Problems of Land Tenure*, Occasional Publications of the Babylonian Fund, 1 (Philadelphia: Univ. Museum, 1976), 1–8; H. Tadmor, "Monarchy and the Elite in Assyria and Babylonia: The Question of Royal Accountability," in *The Origins and Diversity of Axial Age Civilizations*, ed. S. Eisenstadt (Albany: State Univ. of New York Press, 1986), 203–24.

⁹⁹ Rainey, "Social Stratification," 13; Heltzer, *Internal Organization*, 141–67; P. Vargyas, "Stratification sociale à Ugarit,"

in *Society and Economy in the Eastern Mediterranean (c. 1500–1000 B.C.)*, ed. M. Heltzer and E. Lipiński, OLA 23 (Leuven: Peeters, 1988), 111–23. Greenfield discusses the terminology involved in the royal conveyance of properties in "*našû-nadānu* and its Congeners," 87–91.

¹⁰⁰ RS 15.70; 16.139; 16.148; 16.206; 16.353. Nuriyanu, for instance, brought transactions before his brother the king, Niqmaddu II, for approval: "First its owner [who was selling it to Nuriyanu] has given it, and second, the king has given it" (*ištēššu bēšû ittadiššu u ina šanišu Niqmaddu šarru ittadiššu*; RS 16.140.18–20; cf. RS 16.263.19–20; 16.277.9–13). Heltzer provides a general discussion, *Internal Organization*, 177–85.

¹⁰¹ Boyer, "La place des textes," 283–93. The relationship between king and subjects has sometimes been termed feudalistic; see, for instance, K. Balkan, *Studies in Babylonian Feudalism of the Kassite Period*, Monographs on the Ancient Near East, 2.3 (Malibu, Calif.: Undena, 1986), and W. von Soden, *The Ancient Orient* (Grand Rapids, Mich.: Eerdmans, 1994), 79–82. But there are hazards in applying this term (normally reserved for the system of political organization in medieval Europe) to the governance of various lands in the ancient Near East. See G. A. Melikichvili, "Quelques aspects du régime socio-économique des sociétés anciennes du Proche-Orient," in *Wirtschaft und Gesellschaft im alten Vorderasien*, ed. J. Harmatta and G. Komoróczy (Budapest: Akadémiai Kiadó, 1976), 79–90.

¹⁰² Rainey, "Social Stratification," 27ff.

(or husband) with a release from an order of religious celibates. The possession of the city was confirmed to the bride's sons in perpetuity (*ana dārīti*; RS 16.276).

Should we assume, however, that because such grants to members of the royal family exist, sometimes freeing them from taxes or obligations, that these grants were unconditional? The king makes no statement to that effect. On the contrary, ^ḪAmmittamru made extensive land grants to a certain Abdimilku, without *pilku* obligations (RS 15.143.19; 15.155.26), but including the condition that "Abdimilku and his sons will render service due to the sons of the queen in perpetuity" (*abdimilku u mārūšu pilka ša mārī šarrati ubbalūnim adi dārīti*; RS 16.204.rev. 10–11). In another case, a powerful merchant, Sinnaranu, who lived during the reigns of Niqmepa^c and ^ḪAmmittamru II, paid 4,200 silver shekels for an aggregate of properties. He was given special privileges, such as an exemption from customs inspection. But henceforth, "Sinnaranu's toil will be for the king, his lord" (*ana muḫḫi šarri [bēlišu Sīnnara[nu] ētanah*; RS 16.238.15–16). Similarly, Niqmepa^c grants to one Abdu freedom from the authority of certain officials so that his energies could be devoted to the king (RS 16.157).

On the basis of this evidence, problems appear with the alleged promissory and unconditional typology of royal grants. Simply viewing royal decrees as diplomatic instruments addressing the past labors of the grantee does not do justice to their multiple functions. Rather than merely rewarding diligent service, grants can redefine such service or induce further loyalty. An implicit conditionality can also be discerned in cases in which the king confiscates and disposes of property belonging to a guilty or disloyal party. The king grants the real estate of a wrongdoer (*bēl arni*) to another subject who has the right to sell it (RS 16.145). There are also instances of the confiscation and sale (or grant) of the property of an *awīlu nawayālu*.¹⁰³ When a scribe rebelled against his lord the king and was killed by a loyal subject (Gab^canu), the latter was rewarded with an estate and some special privileges.

When Yatarmu the scribe became hostile to the king his master, Gab^canu killed him and (the town of) Beqa^c-Ištar was given (back?) to the king.

¹⁰³ The term *awīlu nawayālu* seems to refer to a person whose holdings greatly deteriorated or who failed to perform his obligations either as a member of the king's royal service or as one of the king's subjects and whose estate has been confiscated and either sold or granted to another more responsible person (e.g., RS 16.141; 15.168.4–9; 15.145). See M. Heltzer, "Mortgage of Property and Freeing from it in Ugarit," *JESHO* 19 (1976): 89–95.

Gab^canu inūma nākīr Yatarmu ṭupšarru itti šarri bēlišu u Gab^canu idūkšu u innadin Beqa^c-Ištar ana šarri.¹⁰⁴

Finally, among the stipulations of the divorce of ^ḪAmmittamru II from the daughter of Bentešina, king of Amurru, is a clause specifying that the former queen relinquish her acquisitions at Ugarit (RS 17.396).¹⁰⁵

Some clear patterns emerge from this brief survey. Although the Ugaritic monarch granted holdings to various individuals in his kingdom in perpetuity, in most cases he taxed those properties, and in some others he received appropriate alternative services. Even when exemption from taxes or certain services was granted, the king did not release the beneficiary from all accountability; indeed, we have seen a number of counter-examples to this proposition.

Weinfeld also cites a few Hittite grants to argue for the unconditional nature of royal land grants. My procedure, again, will be to explore more closely the nature and function of these grants in the context of the society in which they were employed. Most of our information regarding the context of grants in Ḫatti comes from the period of the New Kingdom (1400–1200 B.C.E.). Goetze and others point out that as the Hittite Empire grew, it became increasingly dependent on retainers of the king to whom parcels of land were distributed in exchange for service to the crown.¹⁰⁶ In the texts of the Empire period we read little of the *pankuš* (assembly) known to have partially limited the power of the king during the Old Kingdom. Instead, we read of the lords (*bēlū*), the officers (LÚ.DUGUD), and the chiefs (GAL), all of whom were subject to the king.¹⁰⁷ Within this sys-

¹⁰⁴ RS 16.269.7–10; cf. 16.269.11–29. See Heltzer, *Internal Organization*, 160.

¹⁰⁵ The king sought the divorce, because his queen purportedly sought to do him harm (RS 17.159.7). See Rainey, "Social Stratification," 52ff.

¹⁰⁶ Goetze, *Kleinasien*, 89–122; idem, "State and Society of the Hittites," in *Neuere Hethiterforschung*, ed. G. Walser, *Historia Einzelschriften*, 7 (Wiesbaden: Franz Steiner Verlag, 1964), 26; G. G. Giordadze, "Two Forms of Non-Slave Labour in Hittite Society," in *Labor in the Ancient Near East*, ed. M. A. Powell, *AOS* 68 (New Haven: American Oriental Society, 1987), 251–54; R. Haase, "Some Problems of Hittite Law and Jurisdiction," *Society and Economy*, 69–77.

¹⁰⁷ On the terms, see H. G. Güterbock and T. P. J. van den Hout, *The Hittite Instruction for the Royal Bodyguard*, *The Oriental Institute of the Univ. of Chicago Assyriological Studies*, 24 (Chicago: The Univ. of Chicago Press, 1991), 53, 90, 93, 96. Other texts show that the king reserved for himself the right to judge those lawsuits beyond the jurisdiction of subordinates such as dependent rulers and governors. The king conducted the

tem, the land is thought to have been owned by the gods and, therefore, by the king, the deputy of the gods. In this context, the text translated by Goetze is relevant.

When the king pays homage to the gods, the “anointed” recites as follows: “The tabarnaš, the king is agreeable to the gods. The country belongs to the storm-god; heaven and earth [and] the people belong to the storm-god.” Thus he made the labarna, the king, his governor. He gave him the whole country of Hattuša. So let the labarna govern the whole country with [his] hand! Whoever comes too near to the person and the domain(?) of the labarna the king (?), let the storm-god destroy him!” (no. 30.1–8)¹⁰⁸

The king bestowed his land upon his subjects. The soldiers, priests, and craftsmen entrusted with small parcels of land were expected to provide obligatory support (*šahḥan*), which consisted of military service, cultivation, and payment of dues. There is some evidence that local authorities held some sway over certain land holdings, but even they were required to render some services to the king.¹⁰⁹ Estates and large tracts of land were granted to relatives and officials of the king. One example is the decree of Hattušili concerning his chief scribe, Mittannamuwa (quoted by Weinfeld):

I committed myself for (*šer memiiaḥḥat*) the sons of Mittannamuwa . . . and you will keep (*paḥḥašadumat*) . . . and so shall the sons of my Sun and the grandsons of my Sun keep. And as my Sun, Hattušili, and Puduḥepa, the great queen, were kindly disposed (*kinešta*) towards the sons of Mittannamuwa so shall be my sons

great cult ceremonies and prayed on behalf of the people as their highest priest.

¹⁰⁸ A. Goetze, “Critical Review: Bozkurt-Çiğ-Güterbock, *Istanbul Arkeoloji Müzelerinde Bulunan Boğazköy Tableterinden Seçme Metinler*,” pt. 1, *JCS* 1 (1947): 90–91.

¹⁰⁹ H. Güterbock, “Authority and Law in the Hittite Kingdom,” in *Authority and Law in the Ancient Orient*, ed. J. A. Wilson et al., *JAOS* Supplement 17 (Baltimore: American Oriental Society, 1954), 18–19; R. Gurney, *The Hittites*, 2nd ed. (New York: Penguin, 1981), 104–5; V. Korošec, “Les Rois hittites et la formation du droit,” in *Le Palais et la royauté (archéologie et civilisation)*, 19^e Rencontre Assyriologique Internationale, ed. P. Garelli (Paris: P. Geuthner, 1974), 315–21; R. Haase, *Texte zum hethitischen Recht: Eine Auswahl* (Wiesbaden: L. Reichert, 1984), 18–47; J. Friedrich, *Die hethitischen Gesetze*, *Documenta et Monumenta Orientalis Antiqui*, 7 (Leiden: E. J. Brill, 1959), §39–41, 46–47, 50, 52, 54, 55. Determining the date and authority of these laws is, however, a problem.

and grandsons . . . And they shall not abandon the grace (*aššulan anda lē daliianzi*) (extended to them) by my Sun. The grace and their positions shall not be removed (*ueh*).¹¹⁰

Even though the gracious promise to future generations is cited as an unconditional grant paralleling the unconditional Davidic covenant, the promise does not indicate that the grant is given without obligation or duties. In fact, we may assume the opposite; unless exemptions from taxes or compulsory service are expressly stated (as we find in some cases),¹¹¹ we should suppose that the grant does not intend to bestow them.¹¹²

Priests and high officials who received large royal land grants were given some exemptions from certain duties.¹¹³ Apart from these exemptions, we know little about what powers and rights (if any) such high officials had in the hierarchy of Hittite society.¹¹⁴ We do know, however, of their obligations. The so-called “instructions” from the “Great King” to his high functionaries, lords, and princes reveal something of what the sovereign demanded of his dependents.¹¹⁵ In these texts high officials are admonished to fulfill their duties and warned not to enter into treasonable acts against the king or his dynasty. It seems likely that these functionaries had to

¹¹⁰ Weinfeld, “Covenant Terminology,” 194.

¹¹¹ The Šaḫurunuwa text (KUB xxvi.43; *Imparati*, 9.62–63) is revealing in several respects. Although this chief shepherd designates privileges and tax exemptions to his children and grandchildren (the sons of his daughter), he also acknowledges their accountability to the king.

¹¹² Several documents in the Aramaic papyri from Elephantine are illuminating in this regard, because they occur in the first person and stress the affection and thoughts of the donor vis-à-vis the donee. Y. Muffs argues, *Studies in the Aramaic Legal Papyri from Elephantine*, *Studia et documenta ad iura orientis antiqui pertinentia*, 8 (Leiden: E. J. Brill, 1969, 133–35), that the donor in such texts declares his total willingness to part with the property, thereby precluding the possibility that the donor would later invalidate his gift by declaring that he made it with reservations.

¹¹³ H. Güterbock, “Siegel aus Bogazköy,” 47–55; K. Riem-schneider, “Die hethitischen Landschenkungs-surkunden,” *MIO* 6 (1958): 330–76.

¹¹⁴ Güterbock, “The Hittite Kingdom,” 20, believes that such high officials had few, if any, rights.

¹¹⁵ E. von Schuler, *Hethitische Dienstanweisungen für höhere Hof- und Staatsbeamte*, *AfO Beiheft* 10 (Graz: Im Selbstverlage des Herausgebers, 1957), 1–52; A. Goetze, “The Beginning of the Hittite Instructions for the Commander of the Border Guards,” *JCS* 14 (1960): 69–73; Güterbock and van den Hout, *Hittite Instruction*, 4–41.

swear an oath of loyalty, placing themselves, if the oath were broken, under the vengeance of the gods invoked.¹¹⁶ Instruction texts typically begin with a preamble, the name and title of the king who is giving the instructions, and the instructions, each followed by a corresponding loyalty oath.¹¹⁷ The instructions conclude with a summary prohibition of oath-breaking and a special prohibition of breach or non-observance of any provision.¹¹⁸ In one such instruction to princes, lords, and high officials, twenty-one sections are devoted to instances in which princes and lords must prove their loyalty.¹¹⁹ These include prohibitions against libel (no. 18), against conspiracy with fugitives (no. 11), against acknowledging rival claims to the throne by the king's relatives (no. 3), the obligation to report a conspiracy (no. 5), and to render timely assistance (no. 2). The instructions to high officials include the obligation to maintain silence with regard to confidential communications (no. 24), to report the disappearance of the king's relatives (no. 25), and to report any evil threatening the king (no. 28).¹²⁰ Review of Hittite "instructions" reinforces, therefore, the point made about Hittite grants. Hittite royal grants did not free recipients of obligations to the king, even if such obligations were not explicitly enumerated in the grants themselves.

Having briefly surveyed the situation at Ugarit and Hatti, we now turn to the evidence provided by Babylonian *kudurrus*. We have already seen that the *kudurru* was not itself a legal document, which usually required witnesses, sealing, and a precise date, but, rather, a monument that served to confirm and protect a legal action. The engraving on the *kudurru* of symbols of the gods and the presence of curses calling for divine retribution against transgressors of the legal action brought such

protection. What concerns us here is the question of the conditionality of the *kudurrus*, specifically of those *kudurrus* referring to royal grants. I address this issue by examining the tax exemptions and the prerogatives of the king.

The political climate was not, of course, uniform throughout the era of the *kudurrus*. At first, the Kassite monarchy presided over a well-defined hierarchy of provinces and local administration. But the monarchy gradually became weaker and the provincial infrastructure less effective. During and after the Second Isin Dynasty, the local officials seemed to have taken a larger role in expanding the range of real estate transactions recorded in the *kudurrus*.¹²¹

During the Second Isin Dynasty, there seems to have been true ownership of land by temples, cities, and private individuals. In this period, if a king wished to make a grant of privately owned land, he had first to purchase it from the individual who owned it.¹²² Nevertheless, to sustain a program of public works as well as to support his royal household and administration, the king derived income from a variety of sources. These included revenues from crown estates farmed or grazed in his name, taxes on private estates, such as a fixed percentage of a fall crop or of an increase in flocks (BBSt 6.155–157; 8. [top] 21–22), conscription of men and animals for public work projects (BBSt 25.7–8; Hinke 3.25–27), impressing men and animals into royal service on a more permanent basis (BBSt 24.35–37; 25.9; 9.3–15), forced provision for royal officials, troops, and animals, supplying fodder for royal cattle, and quartering royal soldiers.¹²³ These broad powers of taxation were zealously guarded by the king, who granted exemptions from them on only a few occasions. There are only two instances recorded in the *kudurrus* in which a king grants both land and tax exemptions together.¹²⁴ In most cases (e.g., BBSt 6), exemptions were given to individuals who already owned land, in further recognition of their services. The actual number of instances in which a king presented a royal grant exempt from the customary taxes would seem to be relatively few.¹²⁵

¹¹⁶ Goetze, "State and Society," 32.

¹¹⁷ Von Schuler, *Hethitische Dienstanweisungen*, 2–7; cf. Weinfeld, "Loyalty Oath," 392–402.

¹¹⁸ Von Schuler, *Hethitische Dienstanweisungen*, 2. See also the comments of Korošec, *Hethitische Staatsverträge*, 18–57, 89–107.

¹¹⁹ Von Schuler, *Hethitische Dienstanweisungen*, 23–29.

¹²⁰ Some of the same governing principles were operative within Hatti as in the domains subject to Hittite suzerainship. See Goetze, *Kleinasiens*, 95–105; von Schuler, *Hethitische Dienstanweisungen*, 2–4; Weinfeld, "Loyalty Oath," 379–402; G. Beckman, "Hittite Administration in Syria in the Light of the Texts from Hattuša, Ugarit and Emar," in *New Horizons in the Study of Ancient Syria*, ed. N. K. Chavalas and J. L. Hayes, Bibliotheca Mesopotamica, 25 (Malibu, Calif.: Undena, 1992), 45–49.

¹²¹ Brinkman, "Kudurru," 274.

¹²² Brinkman, "Provincial Administration," 238; idem, *Political History*, 292.

¹²³ Brinkman, "Provincial Administration," 239; idem, *Political History*, 292–96; Marcus, "Civil Liberties," 53–58.

¹²⁴ One of these dates from the time of Meli-Šihu of the Kassite dynasty and the other stems from the reign of Nebuchadnezzar I. See Brinkman, "Provincial Administration," 240, note.

¹²⁵ I am, at any rate, unaware of any clear examples.

Directly related to the issue of conditionality are the intentions and prerogatives of the sovereign in making a grant. Did the monarch in making a grant to a servant or group of subjects also constrain himself from reneging on that charter in the case of non-payment of taxes, infidelity, or other violations? The curses listed at the end of the *kudurrus* shed light upon this issue. Such curses occur in the third person and refer to officials, officers (*luputtû*), commissioners (*ḥazannu*), neighbors, and others who might later lay a claim against the conveyance or who might deface, destroy, or hide the *kudurru*.¹²⁶ The king does not explicitly renounce his prerogative of reclaiming the land. Admittedly, the evidence is not entirely clear, but it would seem that unless the sovereign swore that his grant was binding on both his subjects and himself, he would retain his royal prerogative or discretion.

The question of royal prerogative is also relevant to the interpretation of Neo-Assyrian grants. Many of these are grants of land from the king either to private individuals in order to supply offerings to a temple or directly to temple officials for the benefit of the temple. Some of these grants, however, are royal confirmations of land already held or new royal grants of land to reward individuals for loyalty and faithful service.¹²⁷ Unfortunately, many of these texts are fragmentary. Furthermore, the historical and socio-economic context of these documents is still unclear. This becomes evident when examining the tax exemptions listed in some of these grants. Do the exemptions from *nusāḥū* (grain tax), *šibšu* (harvest levy), *ilku*, and *tupšikku* (compulsory labors) imply outright

freedom from these duties, a practice which, if regular, could eventually weaken the Assyrian state?¹²⁸ Or do these exemptions indicate immunity from interference by provincial authorities?¹²⁹ Or do they mean that instead of the usual administrative procedures, the owner of the estate was made responsible himself for the transmission of goods and services due to the central authorities? I see the evidence as inconclusive.¹³⁰

Three well-preserved, very similar Neo-Assyrian royal grants to an individual are relevant to the question of conditionality. We have already seen that Weinfeld cites one of these texts, the grant of Ashurbanipal to his servant Baṭṭāya, as a parade example of an unconditional grant. This document, which confirms Baṭṭāya's acquisitions as a servant and bestows certain tax exemptions, includes instructions to future kings:

If any one of them [Baṭṭāya's sons] has sinned against the king, his lord, (or) lifted his hand against a god, do not go on the word of a hostile informer, (but) investigate and establish whether the statement is true. Do not act negligently against the seal, but impose punishment upon him in accordance with his guilt.¹³¹

The royal grant is contingent, clearly stipulating that Baṭṭāya and his progeny are to be treated fairly but still in accordance with a potentially confiscatory law. The other two of these royal grants contain similar conditions.¹³²

¹²⁶ BBSt, 11.2.1–5; 9.5.1–7; 8.3.1–5. The precise connotations of *ḥazannu* may differ in various contexts: “chief magistrate of a town,” “mayor” (CAD, 6 [H]: 163–65) or “security-chief” (Güterbock and van den Hout, *Hittite Instruction*, 55). At Ugarit *ḥazannu* sometimes appears in lists together with *rābišu* and *šākin māti*. See Rainey, “Institutions,” 86–88; and J.-R. Kupper, “Zimri-Lim et ses vassaux,” in *Marchands, Diplomates et Empereurs: Études sur la Civilisation mésopotamienne offertes à Paul Garelli*, ed. D. Charpin and F. Joannès (Paris: Éditions Recherche sur les Civilisations, 1991), 182–83.

¹²⁷ Without adducing specific examples, Postgate writes that it was not in the nature of Assyrians to give tax exemptions purely for charity and that most royal grants of land with or without tax exemptions were made to sustain officials who were employed full time and thus were unable to support themselves in any other way. See *Taxation and Conscription in the Assyrian Empire*, Studia Pohl: Series Maior, 3 (Rome: Pontifical Biblical Institute, 1974), 238–43; idem, “Employer, Employee and Employment in the Neo-Assyrian Empire,” *Labor in the Ancient Near East*, 257–69.

¹²⁸ The precise designations of the terms *nusāḥū* and *šibšu* are in dispute. See Postgate, *Neo-Assyrian Royal Grants and Decrees*, 14; idem, “Neo-Assyrian Royal Grants and Decrees: Addenda and Corrigenda,” *Or*, n.s., 42 (1973): 132, note; idem, *Taxation and Conscription*, 187–88; Ellis, *Agriculture*, 86–148. My translations follow Ellis.

¹²⁹ G. van Driel, “Land and People in Assyria,” *BiOr* 27 (1970): 168–69, argues, on the basis of the tax exemption clauses in one of the royal grants, that immunity from provincial interference is intended.

¹³⁰ The extant source material does not provide enough historical and socio-economic information to answer the question definitively.

¹³¹ Postgate, *Neo-Assyrian Royal Grants and Decrees*, 29 (§9.42–51).

¹³² C. H. W. Johns, *Assyrian Deeds and Documents*, vol. 4 (Cambridge: Cambridge Univ. Press, 1923), 164–73 (§646, 647, 648); Postgate, *Neo-Assyrian Royal Grants and Decrees*, 27–38 (§9, 10, 11). Postgate believes, moreover, that the grant to Baṭṭāya represents an exemption from taxation, rather than a genuine gift of land (pp. 4–5).

In this brief survey of the nature, function, and context of certain Near Eastern grants, we have observed a number of counter-examples to Weinfeld's notion that royal land grants for faithful service predominantly lack obligations or conditions. Examples of unconditional grants, of course, could exist—our survey has been limited in scope. However, on the basis of the documentary evidence adduced by Weinfeld, there are ample grounds to question whether there was an ancient Near Eastern typology of royal grants to loyal servants that was strictly promissory and unconditional. Such a typology would have to be characterized by fundamental continuity through a number of cultures over a considerable period of time. Our analysis indicates that the situation was much more complicated. There is evidence that many royal grants were provisional. Indeed, available documentation points to the likelihood that royal grants were predominantly conditional. In this regard, grants are not strictly unilateral. Continuing loyalty and, at times, taxes and services are expected of the grantee.

We have seen two major obstacles to viewing the Davidic promises as analogous to royal grants on the basis of their presumably shared unconditional character. First, despite some similarities in language, the content of the legal act inherent in the unconditional transfer of territory differs from the absolute divine pledge of dynastic succession within a royal family. Second, the available evidence indicates that most royal grants were conditional. We turn now to our third point—the difference between what constitutes unconditionality in the Davidic promises and what constitutes unconditionality in land grants. Weinfeld defines covenant not as an agreement between two parties, but as an obligation confirmed or validated by an oath.¹³³ In a covenant there is one party who swears an oath and another in whose favor the obligation is made. A unilateral, absolute pledge on the part of the king to the loyal servant as bene-

ficiary constitutes a covenant of grant, whereas an oath by a vassal for the purpose of keeping the covenant with the suzerain-as-recipient constitutes a covenant of obligation. But does the covenant of grant actually fit Weinfeld's own definition? In a vassal treaty the oath is self-imprecatory and the curses are consequently directed toward the vassal who violates the rights of the suzerain. In the royal grant, however, the declaration of the overlord is binding on his constituents, not on himself. In administering grants, monarchs characteristically do not swear a self-imprecatory oath.¹³⁴ In a grant the curses are not directed against the king should he change his mind but against those who would violate the rights of the king's servant. The two cases are, therefore, not directly analogous. For the land grant to fit Weinfeld's definition of a covenant, the king's oath or obligation would have to be self-binding.

In this context, the fifth-century Aramaic papyri from Elephantine are relevant. A number of these documents, such as settlement of a property claim, a testament, and a bestowal of dowry, exhibit explicit and detailed unconditional language. For example, in the testamentary bequest¹³⁵ (dealing with a property) of Maḥseiah to his daughter, Mibṭaḥiah (AP 8), we read:

(8) I give this house and land (ביתא ונך ארק) to you during my life and at my death. (9) You have right to it from this day and forever (ער עלם) and (so do) your sons after you. To whomever (10) you wish, you may give it (רהמתי תנתן למן זי). I do not have a son or daughter, brother or sister, woman (11) or other man who has right to this land, except you and your children forever. . . . (18) Moreover, I Maḥseiah will not take (it) away tomorrow or any other day (19) from your hand to give (it) to others.¹³⁶

¹³³ Weinfeld states, "b^rith," 25–27, that the original meaning of ברית (as well as Akkadian *riksu* and Hittite *išhiul*) is 'imposition,' 'obligation,' or a 'commitment confirmed by an oath,' which included "most probably" a conditional imprecation: "May thus happen to me if I violate the obligation." The recourse to etymology suffers, however, from two major problems. First, the etymology of ברית is unclear and highly contested. Second, "the effective semantic function of b^rit was far removed from any sense that can be detected by etymology," as noted by J. Barr ("Some Semantic Notes on the Covenant," in *Beiträge zur alttestamentliche Theologie: Festschrift für Walther Zimmerli zum 70. Geburtstag*, ed. H. Donner, R. Hanhart, and R. Smend [Göttingen: Vandenhoeck & Ruprecht, 1977], 24).

¹³⁴ Admittedly, what precisely constitutes an oath is disputed. See the recent survey of opinion by Hugenberger, *Marriage as a Covenant*, 193–97. For our purposes, it will suffice to say that royal grants do not typically contain a self-imprecatory declaration on the part of the monarch.

¹³⁵ The genre of AP 8 is disputed: "conveyance" or "gift of a dowry" (Cowley, *AP*, 21); "deed of gift" (Muffs, *Studies*, 17, 36–43); "testamentary bequest" (N. Z. Szubin and B. Porten, "Testamentary Succession at Elephantine," *BASOR* 252 [1983]: 35–46). The text should be read in conjunction with three other documents relating to the same property (AP 5, 6, 9).

¹³⁶ *AP* 8.8–11, 18, 21–25. See Y. Muffs, *Studies*, 36–50; idem, *Love and Joy*, 121–38; B. Porten and J. C. Greenfield, *Jews of Elephantine and Arameans of Syene: Aramaic Texts With Translation* (Jerusalem: Hebrew Univ. Press, 1984), 9–12.

The precautions taken to insure that only the daughter has rights over his property are extensive, indeed, too numerous to be listed here. The unconditional language, although without reference to the future sins of the descendants, is highly significant. Also significant is the first-person declaration of the father. Like the deity in the Davidic promises, the father explicitly renounces his claim to renege on his pledge. Maḥseiah abjures all previous deeds concerning the property and all future claims, including his own. Should he attempt such a claim, he will lose his case and have to pay a fine. Were Weinfeld's typology to hold true, royal grants would have to conform to this sort of pattern.¹³⁷

If there are serious problems with incorporating land grants into Weinfeld's definition of covenant, there are also problems with his understanding of a vassal treaty as constituted by the vassal's oath to serve his master. Such a definition does justice neither to the context nor to the content of the vassal treaties themselves. Historical and social context indicates that the conclusion of a treaty was not a one-sided affair. The ratification of a vassal pact between Atamrum of Andarig and his superior Zimri-Lim was initiated by peace overtures from Atamrum and preceded by negotiations (including, apparently, an exchange of oaths).¹³⁸ The treaty between the Hurrian monarch Barattarna and Idrimi of Alalah was explicitly sought out by the latter.¹³⁹ This indicates that the relationship between these two monarchs was neither unilateral nor one-sided.¹⁴⁰ In his alliance with

Duppi-Tešup of Amurru, Muṣili II of Ḫatti calls attention to the history of loyalty accorded to him and to his predecessors by the father and grandfather of Duppi-Tešup. This pattern of fealty informed his decision to ratify a suzerainty treaty with Duppi-Tešup, even though Duppi-Tešup was ill at the time.¹⁴¹ The pact between Šuppiluliuma of Ḫatti and Niqmaddu II of Ugarit was proposed by the former (RS 17.132) and readily assented to by the latter (RS 17.227.3–14, 43–46).¹⁴²

Due attention to the question of historical context also demonstrates the inadequacy of viewing vassal treaties simply as inducements to future loyalty. Vassal treaties also recognize past loyalty. In the treaty between Muṣili II and Duppi-Tešup, for instance, the stipulations generally favor the overlord, but the treaty itself is presented as a favor to the vassal. Šuppiluliuma's proposal of a treaty to Niqmaddu stresses the benefits that Niqmaddu will derive from a vassal relationship with "the Great King" of Ḫatti (RS 17.132.15–51). The formulation of the pact itself mentions Niqmaddu's past loyalty to Šuppiluliuma (RS 17.227.3–16). One is led, therefore, to a conclusion about vassal treaties similar to that reached about royal grants: vassal treaties can both reward past service and elicit future service.

The stipulations of vassal treaties (i.e., their content) reveal more of a two-sided relationship between the two parties than is allowed by the definition of covenant as

¹³⁷ See also *BP* 4, 6, 9, and 10; Szubin and Porten, "Testamentary Succession," 38–41. The bequest contains both the promise of nonsuit (brought on by a third party) and the stipulation of a penalty against such a challenge to the legal deed (*AP* 8.11–15).

¹³⁸ F. Joannès, "Le traité de vassalité d'Atamrum d'Andarig envers Zimri-Lim de Mari," in *Marchands, Diplomates et Empereurs*, 167–77; cf. Kupper, "Zimri-Lim et ses vassaux," 181–84.

¹³⁹ S. Smith, *The Statue of Idri-mi*, Occasional Publications, 1 (London: The British Institute of Archaeology at Ankara, 1949), §42–58; G. H. Oller, "The Autobiography of Idrimi: A New Text Edition with Philological and Historical Commentary" (Ph.D. diss., Univ. of Pennsylvania, 1977), 50–82; E. L. Greenstein and D. Marcus, "The Akkadian Inscription of Idrimi," *JANES* 9 (1979): 67, 81–85; M. Dietrich and O. Loretz, "Die Inschrift der Statue des Königs Idrimi von Alalah," *UF* 13 (1981): 204–7.

¹⁴⁰ On the complicated history of relations between Idrimi and Barattarna, see Oller, "The Autobiography of Idrimi," 201–12 and H. Klengel, "Historischer Kommentar zur Inschrift des Idrimi von Alalah," *UF* 13 (1981): 276–77.

¹⁴¹ Friedrich, I.A.1–19; B.1–12; D.11–18. The Akkadian version of the treaty between Muṣili II and Duppi-Tešup, although not nearly as well preserved as the Hittite, also mentions this history of friendly relations. See Weidner, 5.4–20.

¹⁴² On the basis of the textual evidence from Ugarit, I do not see any compelling reason to deny the existence of a formal treaty between Šuppiluliuma and Niqmaddu II (*pace* McCarthy, *Treaty and Covenant*, 68–69). One may debate whether RS 17.340 and RS 17.369 are treaty documents or codicils regulating borders and refugees. But if these texts are codicils, they presuppose the existence of a pact (RS 17.227). Furthermore, the tribute list, RS 17.382, and the diplomatic letter to the Hittite court containing a tribute list (RS 11.772 + 780 + 782 + 802 = KTU 3.1) clearly demonstrate that a vassal treaty structured the relationship between the royal courts of Ugarit and Ḫatti. See V. Korošec, "Les Hittites et leurs vassaux syriens à la lumière des nouveaux textes d'Ugarit (PRU 4)," *RHA* 66 (1960): 65–77; M. Dietrich and O. Loretz, "Der Vertrag zwischen Šuppiluliuma und Niqmadu: Eine philologische und kulturhistorische Studie," *WO* 3 (1966): 206–45; M. Astour, "Ugarit and the Great Powers," in *Ugarit in Retrospect*, ed. G. Young (Winona Lake, Ind.: Eisenbrauns, 1981), 3–28; Knoppers, "Treaty, Tribute List, or Diplomatic Letter: KTU 3.1 Re-examined," *BASOR* 289 (1993): 81–94.

self-imprecatory oath. In view of the work of previous scholars, we need not delve into this matter in great detail, but there are a number of cases in which the suzerain, although the superior, clearly has an obligation to his vassal.¹⁴³ In the *Huqqanā* treaty, Šuppiluliuma declares: "If, however, you do anything evil, then I the Sun will also do evil to you and I the Sun will be freed from the divine oath" (Friedrich 6.4.44, 47–49). The wording of this pact implies that the Hittite overlord himself swore an oath and that a principle of reciprocity governed the relations between the two monarchs. Similarly, the Ulmi-Tešup treaty dictates that, under certain circumstances, the suzerain's actions may be excepted from the oath (KBo 4.10:rev. 15–16). In the "Kaška (a)" treaty, the Hittite king (and perhaps also the queen) takes an oath.¹⁴⁴ In this context, the use of the suzerain's seal is important, signifying his commitment to the treaty that bears his name.¹⁴⁵

As to particular commitments, the Great King was to protect the vassal's dynastic claims, to provide military protection, and to be loyal to the vassal, just as the vassal was to be loyal to the suzerain.¹⁴⁶ In the stipulations of the treaty between Šuppiluliuma of Hatti and Aziru of Amurru, the Great King declares that if Aziru writes to the king of Hatti in the event of an invasion or a revolt, the Great King will assail that enemy.¹⁴⁷ Muršili II assures Targašnalli that he will not brook seditious agitation against Targašnalli within his realm and that he will extradite any would-be regicides (Friedrich 2.41–46:rev. 1). Muršili II promises Duppi-Tešup that Muršili will be loyal both to Duppi-Tešup and to his son after him. Muršili II also informs Duppi-Tešup that if the Hittite army misbehaves while journeying through the territory of Duppi-Tešup, it disregards the oath.¹⁴⁸ In ad-

dition to guaranteeing the land of Šunaššura, Muwatalli explicitly promises neither to confront nor to war against his liege.¹⁴⁹

There are examples from the Old Assyrian and Neo-Assyrian periods as well. The recently published Old Assyrian treaty between Till-Abnū of Sheḥna and Aššur includes numerous unilateral commitments on the part of Till-Abnū to safeguard Assyrian citizens and merchants within his realm.¹⁵⁰ Yet Eidem argues for the formal subordination of the Assyrians in the treaty arrangement on the grounds that Till-Abnū ratified the treaty to provide Assyrian traders with certain guarantees. These commitments ensured that Assyrian obligations (e.g., taxes) would be kept within acceptable bounds.¹⁵¹

Parpola contends that understanding an *adê* as simply a loyalty oath is reductive. In his view, an *adê* can refer to a solemn promise from a deity to a king, a sworn agreement between gods, a peace treaty between two great kings, a compact between a great king and a lesser king sought out by the latter, and a conspiracy (a treaty of rebellion).¹⁵²

Therefore, Weinfeld's understanding of covenant as a unilateral obligation undertaken by one party for the benefit of the other party is too narrow a definition to fit the evidence of either vassal treaties or royal grants.

IV. CONCLUSIONS

Examination of each of the three specific issues addressed in this essay—structure, parallels in language, and unconditionality—has revealed profound difficulties for the thesis that the Davidic promises are modelled after ancient Near Eastern land grants. The cumulative

¹⁴³ Korošec, *Hethitische Staatsverträge*, 89–92; McCarthy, *Treaty and Covenant*, 80–81; Parpola and Watanabe, *Neo-Assyrian Treaties and Loyalty Oaths*, xv–xxv.

¹⁴⁴ E. von Schuler, *Die Kaškäer: Ein Beitrag zur Ethnographie des alten Kleinasien*, Untersuchungen zur Assyriologie und vorderasiatische Archäologie, n. F., 3 (Berlin: Walter de Gruyter, 1965), 110 (II.8).

¹⁴⁵ Korošec, *Hethitische Staatsverträge*, 16; McCarthy, *Treaty and Covenant*, 114, 128. G. Kestemont even argues that the suzerain's seal corresponded to the vassal's oath, *Diplomatique et droit international en Asie occidentale (1600–1200 av. J.C.)*, Publications de l'Institut orientaliste de Louvain, 9 (Louvain-la-Neuve: Institut orientaliste, 1974), 120, 139–40, 536.

¹⁴⁶ McCarthy, *Treaty and Covenant*, 80–81; Calderone, *Dynastic Oracle*, 18–25; Tadmor, "Treaty and Oath," 138–40.

¹⁴⁷ KBo 10.13.III.1–5; Weidner, 4.27–30; A. Goetze, "Egyptian and Hittite Treaties," Pritchard, *ANET*, 529–30.

¹⁴⁸ Friedrich, I.I.8.23–27; II.12.30–37; A. Goetze, "Egyptian and Hittite Treaties," 204. On the expectation that the suzerain

protect the vassal's dynastic claims, see nn. 69–74; Baltzer, *The Covenant Formulary*, 22; Calderone, *Dynastic Oracle*, 27–28; McCarthy, *Treaty and Covenant*, 58–59, 80–81; Kestemont, *Diplomatique et droit international*, 432; and Beckman, "Inheritance and Royal Succession," 18–31.

¹⁴⁹ Weidner 7.I.49–52. See also the extensive assurances in the treaty between Tudḫaliya IV and Kurunta of Tarḫuntašša, recently published by H. Otten, *Die Bronzetafel aus Boğazköy: Ein Staatsvertrag Tudḫaliyas IV*, Studien zu den Boğazköy-Texten, 1 (Wiesbaden: Otto Harrassowitz, 1988), 16–22 (II.16.58–20.102; III.21.1–27).

¹⁵⁰ J. Eidem, "An Old Assyrian Treaty from Tell Leilan," in *Marchands, Diplomates et Empereurs*, 195–202 (1.24–29; 2.1–20; 4.5–14).

¹⁵¹ Eidem, "An Old Assyrian Treaty," 189–91. See also M. T. Larsen, *The Old Assyrian City-State and Its Colonies*, Mesopotamia, 4 (Copenhagen: Akademisk Forlag, 1976), 243–45.

¹⁵² Parpola, "Neo-Assyrian Treaties," 180–82; but he does not cite specific examples. Cf. Parpola and Watanabe, *Neo-Assyrian Treaties and Loyalty Oaths*, xvi–xxv.

effect of these separate inquiries is to render the land-grant hypothesis unconvincing. Whether land grants will prove to be more helpful for understanding how biblical authors construe the Abrahamic promises is uncertain. The Abrahamic promises deal more directly with land than do the Davidic promises. Nevertheless, one suspects that some of the same problems that make the land grant parallel unproductive for interpreting the Davidic covenant will also apply to the Abrahamic covenant.¹⁵³

But the conclusions of this study are not simply negative. This investigation of similarities and differences among royal grants, the Davidic promises, and vassal treaties has some important implications for future studies of the Davidic covenant, in particular, and the issue of covenant, in general. In dealing with the Davidic promises one is confronted with four principal passages and many ancillary references. None of the principal passages is strictly juridical in nature. If the Davidic covenant ever existed as a legal document, it is no longer extant. The major texts alluding to the Davidic promises occur in the setting of historical narratives and hymns. The complications created by this situation include, but are not limited to, questions of nomenclature, genre, historical setting, and literary context. As we have seen, only one (Psalm 89), or perhaps two (the Chronicler), of the four major biblical writers explicitly refers to the Davidic promises as a covenant. Even though they use similar language, the four authors formulate and contextualize the Davidic promises differently. This diversity makes it difficult to derive an essence of the Davidic covenant, if there was one—for example, unconditional dynastic assurances, without doing violence to at least one of the four principal texts (thus, for example, the conditional dynastic promises of Psalm 132). The disparities among the four principal passages may be explained as the result of a strictly unilinear development, but they need not be. If, within a particular period in Hittite history, suzerainty treaties contained a variety of dynastic pledges and conditions, the same variety could have obtained in ancient Israel. The discrepancy between the conditional formulation of Psalm 132 and the predominately unconditional formulation of 2 Samuel 7, for example, could reflect competing notions of the Davidic promises within a particular era. One need not have been a significantly later reaction to the other.

The problem of complexity also applies to the issue of sources and the analysis of compositional technique. Each of the biblical writers draws upon a repertoire of traditional imagery and sources—mythological, legal, diplomatic, and, in the case of the Chronicler, biblical.

In this regard, it may be better to speak not of the Davidic covenant, but instead of covenants or Davidic covenants or Davidic promises. Each of the major literary presentations exhibits its own structure, content, and form. The prophecy of Nathan in 2 Samuel 7 and 1 Chronicles 17 ties the establishment of a Davidic house to an era of peace for Israel and the construction of the temple by one of David's seed. The divine pledge to David in Psalm 132 is associated with the elevation of the ark and YHWH's election of Zion. In Psalm 89, the poet links the sure provisioning of David to YHWH's handiwork in the heavens.

That the Davidic promises in Samuel and Chronicles are embedded within the context of a larger history raises a further complication. The surrounding narrative in Samuel-Kings and Chronicles reinterprets and redefines the terms of the relationship established by Nathan's dynastic oracle. The history of the Judahite monarchy becomes, in part, a commentary on YHWH's relationship to David. It is, therefore, simplistic to compare a particular facet of the Davidic promises with a particular ancient Near Eastern genre without also attending to questions of historical and literary context and the many differences between the respective texts. To be sure, it is helpful to the understanding of these narrative and poetic texts to be able to observe analogous features in other ancient Near Eastern texts and contexts. But due attention should also be paid to how a given editor or writer has contextualized, shaped, and defined such imagery. Only by attending to this formal, historical, and literary complexity can one begin to do more justice to cross-cultural comparisons between ancient Israel and other ancient Near Eastern societies.

The evidence adduced in this study also bears on the definition and typology of the covenant. Although many scholars have defined a covenant as essentially an oath or an obligation, such a definition is reductive and comprehends comparatively few documents.¹⁵⁴ As instruments of statecraft that are employed in a variety of politics, legal contexts, and periods, covenants and treaties do not easily lend themselves to facile or one-sided definitions.¹⁵⁵ Indeed, covenants of any sort, being subject to

¹⁵³ See, provisionally, Kalluveetil, *Declaration and Covenant*, 179–85.

¹⁵⁴ J. Begrich, "Berit: Ein Beitrag zur Erfassung einer alttestamentlichen Denkform," *ZAW* 60 (1944): 1–11, and E. Kutsch, *Verheißung und Gesetz*, 32–49. Although Weinfeld, "B^crit—Covenant vs. Obligation," 124–28, agrees with the definition of covenant proposed by Kutsch ("Verpflichtung"), he believes that Kutsch is wrong to dissociate any sense of mutuality from בְּרִית. McCarthy, *Treaty and Covenant*, 17–24, provides a helpful overview.

¹⁵⁵ For the sake of convenience, I associate covenants with treaties. Obviously, the two are not always synonymous. The

a variety of configurations in a variety of historical contexts, resist complete definition.¹⁵⁶ The content and terms of covenants and alliances were shaped and modified to reflect the wishes of the partner(s), the reality of local circumstances, and anticipated exigencies.¹⁵⁷

If one wishes to hazard an overarching or basic definition, freely acknowledging that there will be counter-examples and exceptions, there is much to be said for the view that covenant is a formal agreement involving two or more parties.¹⁵⁸ Indeed, the very promulgation of a covenant unavoidably affects those parties mentioned in the covenant. Because pacts involve two or more participants, covenants are inevitably bilateral; few qualify as strictly unilateral legal acts either imposed or bestowed upon the other party.¹⁵⁹

Covenantal arrangements may be symmetrical or asymmetrical. Some pacts feature an emphasis on the promises made by the more powerful party, while others

emphasize the commitments made by the lesser party. The strength of Weinfeld's presentation is to point to such important differences. Nevertheless, it is not particularly helpful to turn these dissimilarities into a typology of two diametrically opposed kinds of covenant. Even in the case of asymmetrical covenants, a sense of mutuality characterizes the accord. The very composition of a treaty assumes a degree of mutuality between the relevant parties. Similarly, the ratification of a covenant is intended to ensure that the relationship between the two parties presupposed by the covenant continues, however, restructured, into the future. The covenant confirms, defines, and structures that relationship.

Covenants may be mutually binding, but they need not be. In a treaty one or both partners may take an oath. In either case, a covenant is more than an oath. One or both parties may explicitly make an obligation, but the obligation need not be imposed. There may be unconditional language used within the context of a contract, grant, or treaty. Again, the application of such absolute language does not imply that the arrangement is completely one-sided. The very acceptance by one party of a solemn pledge from another party normally entails a degree of involvement in the life of the recipient, his family, or his realm by the other party.¹⁶⁰ Continuing or future loyalty can be assumed or stipulated, even though the basic promise may be unaffected by (dis)loyalty. Hence, even in the most one-sided arrangements (e.g., Ulmi-Tešup; 2 Samuel 7, Psalm 89) there may be an element of reciprocity. The clearly bilateral dimension of such special relationships is but one more illustration of the complexity of covenant within ancient Israel and the ancient Near East.

term treaty is often restricted to refer to international alliances relating to peace, truce, war, borders, commerce, and other issues (e.g., Kestemont, *Diplomatique et droit international*, 90–110). The Hebrew term ברית can obviously bear other connotations as well.

¹⁵⁶ The resistance to easy definition is especially true of ברית in Biblical Hebrew. Barr, "Semantic Notes," 25–34, observes that ברית exhibits an unusual group of features in its grammatical behavior: opacity, idiomaticity, non-pluralization, and peculiar shape of the semantic field.

¹⁵⁷ Kestemont, *Diplomatique et droit international*, 492–531.

¹⁵⁸ For scholars holding to this opinion, see the surveys of Baltzer, *The Covenant Formulary*, 1–8; McCarthy, *Old Testament Covenant*, 1–34, 59–89; Kitchen, "The Rise and Fall of Covenant," 118–35; and Oden, "The Place of Covenant," 429–47.

¹⁵⁹ Even in the Neo-Assyrian period, relatively few treaties were simply imposed upon vassals. According to the Assyrian records, most of those pacts that seem most heavily unilateral were concluded at the initiative of the subordinate party. See Parpola and Watanabe, *Neo-Assyrian Treaties and Loyalty Oaths*, xvi.

¹⁶⁰ This is the formal context of David's repeated petitions to YHWH to effect such promised divine involvement in the life of Israel and David's house (2 Sam. 7:18–29). Ironically, as the account of David's sin with Bathsheba demonstrates, the royal Davidic charter does not absolve David himself of accountability before YHWH (2 Sam. 11:1–12:12; cf. 2 Sam. 7:14–15).

ADDITIONAL ABBREVIATIONS

ABD D. N. Freedman et al., eds., *The Anchor Bible Dictionary*, 5 vols. New York: Doubleday, 1992.
 AP A. Cowley, *Aramaic Papyri of the Fifth Century B.C.* Oxford: Clarendon Press, 1923.
 AT D. J. Wiseman, *The Alalakh Tablets*. London: The British Institute of Archaeology at Ankara, 1953.

BBSt L. W. King, *Babylonian Boundary-Stones and Memorial Tablets in the British Museum*. London: Oxford Univ. Press, 1912.
 BP E. G. Kraeling, *The Brooklyn Museum Aramaic Papyri: New Documents of the Fifth Century B.C. from the Jewish Colony at Elephantine*. New Haven: Yale

- Univ. Press, 1953.
- Friedrich J. Friedrich, *Staatsverträge des Hatti-Reiches in hethitischer Sprache*, I. MVAeG 31 (1926); II. MVAeG 34 (1930).
- Hinke W. J. Hinke, *Selected Babylonian Kudurru Inscriptions*. Semitic Study Series 14. Leiden: E. J. Brill, 1911.
- Imparati F. Imparati, *Una Concessione di terre da parte di Tudhaliya IV*, RHA 32 (1974).
- KBo Keilschrifttexte aus Boghazköi. Leipzig and Berlin: Gebr. Mann Verlag, 1916–.
- KUB Keilschrifturkunden aus Boghazköi. Berlin: Akademie Verlag, 1912–.
- PRU 3 J. Nougayrol, *Le Palais royal d'Ugarit*, 3. Mission de Ras Shamra, 6. Paris: Imprimerie nationale, 1955.
- RIA E. Ebeling et al., *Reallexikon der Assyriologie und vorderasiatischen Archäologie*. Berlin: Walter de Gruyter, 1932–.
- Weidner E. F. Weidner, *Politische Dokumente aus Kleinasien: Die Staatsverträge in akkadischer Sprache aus dem Archiv von Boghazköi*. Boghazköi-Studien, 8–9. Leipzig: J. C. Hinrichs, 1923; rpt. Hildesheim: Georg Olms, 1970.