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An Investigation into Purchasing, Selling and Renting Transactions of Agricultural Lands in Ancient Elam

Abstract

The rise and fall of civilizations in the Near East was inherently linked to the agricultural production. Concentration on crops and harvesting consequently led to technological advancement and wealth accumulation. Gradually, as the result of unsuitable conditions and improper performance, starvation, violence and wars emerged in this area. The Susiana plain was suitable for agricultural activities. Farm lands belonged either to the royal family and ruling class, temples or free farmers. Elam rulers had complicated and overwhelming responsibilities to maintain and improve agricultural products, or other matters such as observing irrigation systems, digging water canals and passing laws in this regard. The discovered documents from this period refer in some way the complicated social and economic relationships among different classes of the society which can shed light on the socio-economic structures in the Elam society. Our current knowledge concerning the ancient economy of Elam as one of the main corner stones of the Elam culture formation comes from the written documents and a limited archaeological evidence from Susiana excavations and Mesopotamian documents which are not sufficient enough to recreate the economical pattern of this era. In the present paper, we first analyze the role of agriculture in the economy of the Susiana plain as well as selling, purchasing and renting contracts of agricultural lands. Finally, the common system of collateral concerning agricultural lands will be discussed.

Keywords

Elam, Susa, purchasing and selling, loan, collateral.

Introduction

Due to the natural resources such as Karkheh, Dez, Karoon Rivers and also being located on the path way of the merchandise roads between Mesopotamia, India and central Asia, the plain of Susiana has witnessed considerable social and economic changes (Hekmat 2005: 10). Lack of rich resources such as gold, silver and copper in Mesopotamia on one hand, and the abundance of copper in the plateau of Iran as well as extraction of copper and hence the availability of copper tools to export on the other hand, led to the dominance of the Elamites in parts of the world market (Ladumer 2004: 11–13). Yet, a huge part of Elam's economic relationships should be sought inside its borders. The plain of Susiana was developed as a center and regional capital in the second and third millennium B.C. (Carter 1997). In this era a great part of economic relationships depended on agricultural products (De Graef 2005, 2008). Weinberg argues that development of new centers was the result of the local cooperation and competition (Carter 1997: 185) on the use of lands and water resources which can be partially traced back to the beginning of the Elam era (Alden 1982; Amiet 1973; Daniels 1996; Englund 2004; Nissen & Damerow & Englund 1993; Dahl 2005). There are many written documents remained from the Shimashki and Sukkalmahs Dynasties (around 2095–1600 B.C.) indicating the efficient role of private sector in both foreign and domestic economic relationships. It seems that, these people under the cover of powerful and wealthy families were dominantly involved in the management of the main economic activities in the region (Cohen 2013). These documents which have all been registered based on the laws and conventions of the community (Abdi 2003: 6). They include royal inscriptions, economic transactions' inventories of goods and services, workers' payments, documents related to rent, purchasing and selling land and tenement documents for land, garden and palm gardens, loan documents, documents related to unconditional grants such as food and barley or land as present, and legal documents related to inheritance or juridical affairs (Scheil 1930, 1932, 1933, 1939). Despite of the limited number of these documents, yet they have provided us the opportunity to study contemporary economic institutions and situations (Scheil Idem; De Graef 2005, 2008) of Elam society (Badamchi 2012: 22) which have been arranged by the private sector based on society's norms and laws. These texts are similar to those in Mesopotamia; however, in some cases, they have changed and used differently (Nelson 2013; Roth 1995 & 2001; Stol 1995; Miner 2013; Hudson 2000).

Transactions of Agricultural lands in ancient Elam

In the Elamite documents, farming lands were being traded in the two arid and fertile and ready to farm types. Farming was mainly practiced by dry farming and irrigation systems. Many lands were dependent on numerous

irrigation canals. According to these texts sometimes one, two or three canals would pass from the vicinity of these lands (Table 1) and evidently these lands received the required water from these canals. In the documents some lands have been mentioned to be appropriate to grow different crops. It seems that the most dominant crop was barley which was not only used as food but it could also be used as a valuable means of daily allotment and wages in trades. Other crops included wheat, sesame and lentil. The aforementioned crops were either directly and indirectly used to feed the people or exported to other nearby areas (Scheil Idem).

Table 1. A list of economic documents about Elam inserted in Scheil 1930–1932 (Author)

Subject	Period	Resource
Loan documents	Old Elamite	MDP 22: 22–39 MDP 23: 179–199 MDP 24: 342–345
Buying – selling documents	Old Elamite	MDP 22: 40–83 MDP 23: 200–240 MDP 24: 346–365
Traded documents	Old Elamite	MDP 24: 366–367
Lease documents	Old Elamite	MDP 22: 84–118 MDP 23: 241–269 MDP 24: 368–373
Vassal and master documents	Old Elamite	MDP 22: 125–129
Donation documents	Old Elamite	MDP 22: 130–138 MDP 23: 282–290 MDP 24: 374–382
Accounting documents	Old Elamite	MDP 22: 139 MDP 23: 291–317 MDP 24: 384–390

Documents of property sales

A significant amount of the discovered documents from Elam is related to trading lands, gardens and palm gardens with a specific formula being applied in drawing up all of them. In these deeds the extent and expanse of each land in relation to the adjacent lands were clearly specified. In addition, the number of canals was also mentioned in these documents. The properties could be identified in the deeds by the owner's name, or the proper cultivated corps (wheat, barley, sesame, and lentil) for the land on the land. The contracts were often used to start with "*a farm for cultivating...*" (Images 1–2).

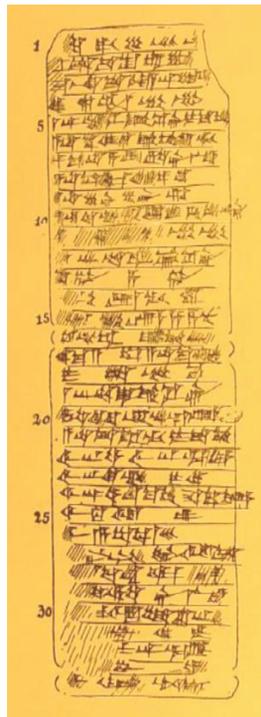


Image 1. Selling a farm with a capacity of 40 Silla of wheat.
 A Canal passes along this farm. The sum is 1/2 mine and 4 silver shekel (Scheil 1930: 58)

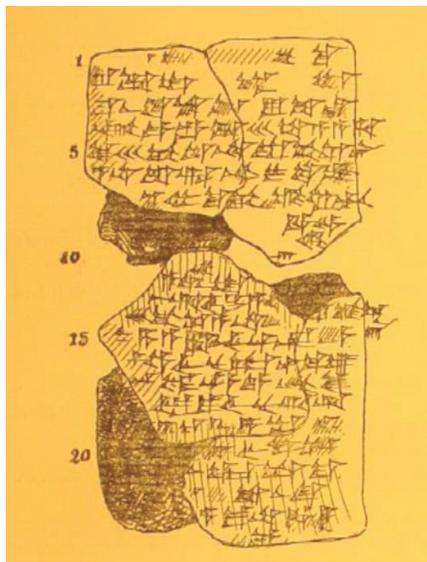


Image 2. A document regarding selling a farm with the capacity of X to farm wheat,
 beside Aplusalim canal, in Uru -dag District (Scheil 1930: 59)

The identity and names of both seller and purchaser was important and women were as equal and free as men in transactions (sometimes people were introduced by the name of their fathers or spouses). Agreed payments and the termination fees were also clearly mentioned. Finally, the deeds were finalized and sealed by witnesses (man and woman) or a purchaser (with nail print) (Westbrook 2003) in the presence of Gods (probably as the deterrent force) (Salonen 1962: 30; Lambert 1980)

Documents of renting properties

Many discovered written documents from the ancient Elam are related to renting agricultural lands, gardens and palm gardens (Image 3). Renting deeds for fertile lands usually lasted one year, three years for developing and cultivating arid lands and five years for palm gardens which were extendable. The rent was usually paid at the harvest time, yet in some cases some or all of it was paid at the beginning of the contract. There were four methods for renting payment, regarding the deed types:

- Paying a fixed amount of money agreed by both parties.
- Giving part of the crops as the rent. Usually 2/3 for the tenant and 1/3 for the owner. Sometimes both parties had the same share.

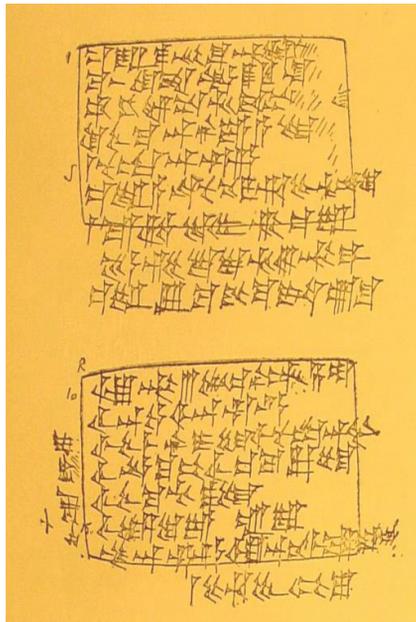


Image 3. A garden with an area of 30 Silla in igi-uru-ki region, irrigated by Kubla canal, it is the garden next to Himduti and Dumki. Manniyatu rented the garden from Nursusinak for a silver shekel per month (Scheil 1932: 244).

- Paying a specific sum of money in accordance with lands' privileges such as water right and fertility.
- Paying the rent according to the common rental payments in the neighboring lands.

Most of the contracts were based on the shared products: the tenants gave half of their crops to the land owner. The renting deeds usually drew up the same: the property's characteristics such as its area, geographical location, water canal or the accessibility to water and farm range (Tables 4–5), the latter specified at the beginning (Scheil 1930–1932). The farm area was determined by the amount of seed required for the land and the most common measurements were Silla and Gur (Table 2). In the farming with artificial irrigation system, a water canal was necessary. In some cases, two or even three canals passed along extended farms which must have increased their price and value. The farms' borders, as it is currently common, were determined by naming the neighboring farms (Badamchi 2012: 4). One of the other components of the deeds determined the losses in the case of termination or relinquishment from either the buyer or the seller (Table 3, fig. 1).

Table 2. weights, scale and area (Westbrook 2014: 7)

Unit of measurement	English	Sumerian	Akkadian
Weight	Talan: (talent) approximately 30 kg = 60 Mina	gún	biltu
	Mina: approximately 500 grams = 60 skekel	ma.na	manû
	Skekel: approximately 8.33 grams = 180 Barleycorn	gín	šiqu
	Barleycorn: approximately .046	še	Uṭtetu
Bulk	Gur: approximately 300 liters = 60 Bariga	gur	kurru
	Bariga: approximately 60 liters = 6 ban	bariga	pānu
	ban approximately 10 liters = 10 Silla	ban	sūtu
	Silla: almost a liter	Síla	qû
Area	Bor: approximately 64,800 square meters or 6.5 hectares = 18 Iku	bùr	buru
	Iku: approximately 3600 square meters = 100 Sar	iku	ikû
	Sar: approximately 36 square meters	sar	mušaru

The witnesses which sealed the contracts are frequently mentioned in the Elam inscriptions, with gods always as the first witnesses to be named Shamash and Insusinak. Women are also present as witnesses as equal as men; also the scribe's name was always mentioned. To make the contract indispensable, both

parties swore to Gods. Similar to the documents related to properties, the party who was taking the commitment (tenant) put his nail sign at the end of the contract which made him responsible for the contents of the deal (Sechil 1930 & 1932 & 1933; Stolper 1992; Westbrook 2003).

Table 3. Studying loss rate in a land renting contract; an estimation of 10 times value of the crops (Author)

Capacity of the ground (Silla)	Probable yield (Silla)	Damage specified (Silla)	References
150	1500	3000	MDP 22, No 90
50	500	3000	MDP 22, No 91
10	100	6000	MDP 22, No 92
25	250	600	MDP 22, No 93
20	200	6000	MDP 22, No 94
70	700	1500	MDP 22, No 95
150	1500	3000	MDP 22, No 103
70	700	3000	MDP 22, No 105
300	3000	6000	MDP 22, No 106
150	1500	3000	MDP 22, No 107
50	500	3000	MDP 23, No 252
70	700	3000	MDP 23, No 255
20	200	3000	MDP 23, No 258

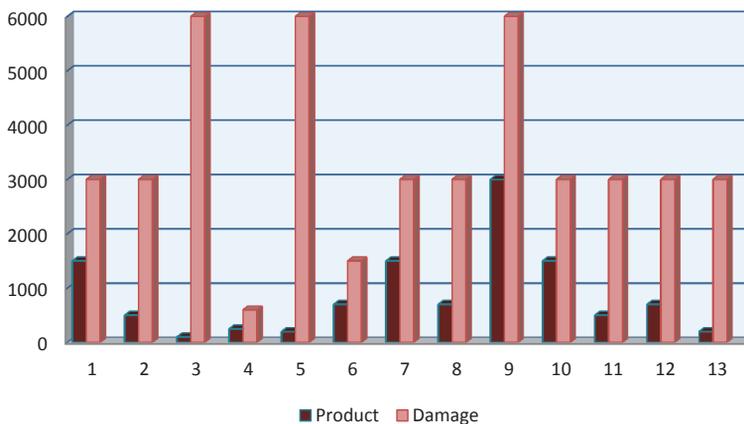


Figure 1. The abundance of loss in land rent contract an estimation of 10 times value of the Crops (Author)

Table 4. Reviewing a sample of farming land contract document esip-tabal,
 (MDP 1930, N° 93) (Author)

Phonology of V. Scheil	Translation
Eqil 25(qa) zir-šu PAL IGI-URU-KI ma-aš-ki-it atapki-ma-si-i TI Te-ip-ti iš-ša -an ita še-ir-i Itti Ku -bu- ra-bi-i Arad Ku-bi u še- zi a-na e-zi-ip ta-ba-al a-na ša-im šamaššammim u kakkim 1 šiql kaspim arah Zi-li-li-ti ša Pal URU-GAL(?) kaspam iš-ku-ul {ša} ib- ba-la-ak-ka-tu 2 gur se-am imadad Eqlam ib-ba-qar-ma i-na PAL 3 (kam) zikkatu mah-za-at pan(ilu) šamaš pan (ilu) šušinak Pan Pa-al-ti ya pan... nis(ilu) Susinak u (ilu) is-me Ka-ra-ab Marge: zu-pur	A farm with a capacity of 25 silla in the region of Pal Igi-uru-ki Irrigating the land using Ki-ma-si canal The farm is a neighbor of Te-ip-tiIš-ša-an and Se-ir-i Arad ku-bi rented the farm from Ku-bu-ra- bi Based on take it and go For barley, sesame and lentil (?) He paid a silver shekel In Zi-li-li-ti month of the calendar of URU-GAL He paid the silver and rented the farm In case of regret 2 gur was agreed as compensation To prevent any claims against the farm a nail was hammered in the house and the three places In the presence of witnesses... In the presence of Gods of Susiank and IshmeKa-ra-ab Signature: sign of nail

 Table 5. Reviewing a sample of farming land contract document esip-tabal,
 (Scheil 1930, N° 106) (Author)

Phonology of V. Scheil	Translation
Eqil 1 gur zir-šu PAL IGI-uru-ki URU_ KI ma-aš-ki-it Na-a-hi-ri TI A-za- a -ni ita Na-ba-ar-ra Itti (ilu) Ir- ra ga-mil l-lu-lu-tu u-se-zi a-na e-zi-ip ta-ba-al a-na ša-im šamaššammim u kakkim 8 KAL kaspim arah še-ir-i ša Pal IGI-URU-KI kaspam iš-ku-ul {ša} ib- ba-la-ak-ka-tu 20 gur še-am imadad Eqlam ib-ba-qar-ma i-na PAL 3 (kam) zikkatu mah-za-at pān(ilu) šamaš pān (ilu) šušinak pān A-hi-e(?)-ni pān Be-li-i ... niš(ilu) Susinak u (ilu) is-me Ka-ra-ab Marge: zu-pur -su	A farm with a capacity of 1 gur in the region of igi-uru- ki Irrigating the land using Nahiri canal The farm is a neighbor of Azani and Nabarra Ilulutu rented the farm from Irragamil Based on take it and go For barley, sesame and lentil (?) He paid 8 Kal silver In Cereales month of the calendar of Uru-ki He paid the silver and rented the farm To prevent any claims against the farm a nail was hammered in the house and the three places In the presence of witnesses... In the presence of Gods of Susiank and IshmeKa-ra-ab Signature: sign of nail

Esip-tabal rent agreements

One of the common renting agreements was Esip-tabal. Researchers have offered various interpretations of these documents which are usually known as “collect and take”. Sechil has described this type of contract as a land renting deed while Keshaker (1931) suggests their function as a kind of loan documents in which the loaner receives the interest (collateral) of the property instead of the capital. Recently, Badamchi (2012) has described these documents as a special type of mortgage in the form of a hidden lease which made it possible to receive interest more than common rate. In the other words, a loaner would use the received property as the collateral instead of his own capital. While he can benefit from the contract if there is a good crop, but there is also the risk of losing the crops. The borrower had no personal commitment in paying the loan back to the loaner.

As it has been already mentioned, the collateral was always determined as a guarantee for paying the loan back. This collateral could be any kind of property including house, land, garden and even slave or family members of the borrower. Usually the collateral was paid at the time of drawing up the deed but sometimes it was given at the maturity date to buy more time. Sometimes the collateral was given to the loaner instead of the agreed interest. In another form, the collateral was decided but not given to the loaner unless the loan taker could not pay his debt on time. Loan contracts did not usually specify the possession of collateral by the loaner, in case of failure to pay the loan back by the borrower, yet the conditions can be interpreted as having the same meaning: for instance, in a case of a farm as the collateral it is said: silver is like farm (kù.babbara.šà.gi.me.en) which means, the silver given as loan is like a farm that is taken as collateral and the loaner can take it over if the borrower cannot meet the agreed requirements of the contract.

The subject of the contract and the names (tenant and the owner) are stated next. After that the date is mentioned and finally the two parties agree that if the property has got another owner all the loss must be compensated by the specified owner in the contract. Installing wooden nails in the owner’s house and other intangible properties is a kind of collateral which is determined but not given to the loaner (Badamchi 2012: 6).

Therefore, putting up a reliable collateral with which the party in debt could guarantee that the payment of the agreed sum of money mentioned in the contract was essential (Table 6). For these types of contracts the same formula was always used:

“A piece of land (located in X) from Y to collect and acquire (esip-tabal) is rented. He paid X shekel silver (barley) and rented the land” (Westbrook 2003: 68).

Table 6. The subject of trades esip-tabal (Scheil 1930, 1932) (Author)

Row	holding	The amount transaction	Damage specified	References
1.	Farm	5 shekel silver	Double silver	MDP 22, N° 86
2.	Farm	X shekel silver	20 gur barely	MDP 22, N° 87
3.	Field capacity x sila	6 kal silver	X gur barely	MDP 22, N° 88
4.	Farm X	X shekel silver	X gur barely	MDP 22, N° 89
5.	Field capacity 150 sila	2 1/2 shekel silver	10 gur barely	MDP 22, N° 90
6.	Field capacity 50 sila	3 1/4 shekel silver	10 gur barely	MDP 22, N° 91
7.	Field capacity 10 sila	1/2 shekel silver	20 gur barely	MDP 22, N° 92
8.	Field capacity 25 sila	a shekel silver	50 gur barely	MDP 22, N° 93
9.	Field capacity 20 Sila	5/6 shekel silver & 15 ša silver	20 gur barely	MDP 22, N° 94
10.	Field capacity 70 Sila	3 shekel silver	5 gur	MDP 22, N° 95
11.	Field capacity X + 100 Sila	4 shekel silver		MDP 22, N° 96
12.	Field capacity X + 60? Sila	3 shekel silver		MDP 22, N° 97
13.	Field capacity 75 Sila	5 1/4, sekel silver		MDP 22, N° 98
14.	Field capacity 90 Sila	-		MDP 22, N° 99
15.	Field capacity 100 Sila	2 shekel silver		MDP 22, N° 100
16.	Field capacity 10 Sila	1/2 mine & 4 shekel silver	200 gur barely	MDP 22, N° 101
17.	Field capacity X + 40 Sila	8 shekel silver	30 gur barely	MDP 22, N° 102
18.	Field capacity 150 Sila	1 1/2 shekel silver	10 gur	MDP 22, N° 103
19.	Field capacity X + 180? + 15 Sila	3 shekel silver		MDP 22, N° 104
20.	Field capacity 70 Sila	4 kal silver	10 gur	MDP 22, N° 105
21.	Field capacity a gur	8 kal silver	20 gur barely	MDP 22, N° 106
22.	Field capacity 150 Sila	6 kal silver	10 gur barely	MDP 22, N° 107
23.	Field capacity X Sila	3 1/2 shekel silver	x gur barely	MDP 22, N° 108
24.	Field capacity X gur	1/3 mine & 5 silver	x gur	MDP 23, N° 247
25.	Field capacity 50 Sila	1 1/2 shekel silver		MDP 23, N° 248
26.	Very small farming land	1/4 shekel silver	2 gur	MDP 23, N° 249
27.	Very small farming land	a shekel silver		MDP 23, N° 250
28.	Very small farming land	a shekel silver		MDP 23, N° 251
29.	Field capacity 50 Sila	2 shekel silver	10 gur	MDP 23, N° 252
30.	Field capacity 2 gur barely	2 shekel silver		MDP 23, N° 253
31.	Field capacity X + 116 Sila	3 1/4 shekel silver		MDP 23, N° 254
32.	Field capacity 70 Sila	3 shekel silver	10 gur barely	MDP 23, N° 255

Row	holding	The amount transaction	Damage specified	References
33.	Field capacity X + 60 Sila	1 1/2 shekel silver	10 gur barely	MDP 23, N° 256
34.	Field capacity 150 Sila	3 shekel silver		MDP 23, N° 257
35.	Field capacity 20 Sila	a shekel silver	10 gur barely	MDP 23, N° 258
36.	Field capacity X + 30 Sila	3 shekel silver	10 gur barely	MDP 23, N° 259
37.	Field capacity 100 Sila	2 shekel silver		MDP 23, N° 260
38.	Field capacity a gur	7 shekel silver		MDP 23, N° 261
39.	Very small farming land	1/4 shekel silver		MDP 23, N° 262
40.	Very small farming land	... x silver		MDP 23, N° 263
41.	Very small farming land	1/4 shekel silver		MDP 23, N° 264
42.	Very small farming land	... x silver		MDP 23, N° 265
43.	Field capacity 70 Sila	1 1/2 silver		MDP 23, N° 266
44.	Very small farming land	a shekel silver		MDP 23, N° 267

Guarantee of the transactions in Elam

Guaranteeing was a fundamental element in deeds and contracts in Elam. According to the discovered documents of Elam, there were three types of guarantee:

- Putting up tangible property as the guarantee.
- Mortgage; A piece of land was appointed on as a guaranty. If the indebted was not able to pay his loan on the maturity date, he had to sell his property and pay the loaner.
- Antichresis; in this type of security the loaner could use the land received as collateral. He could harvest the crops from the farm or garden and use it instead of his capital (in Esip-tabal contracts). The indebted could still have the land but his ownership was only possible when he could pay back the loan completely (Edwards, Gadd, Hammond, Sollberger 2008: 284–285).

In loan dealings, buying, selling, and renting, Sikkatu was put in the properties specified as collateral. Sikkatu was an object in the form of a nail which was placed in the land, house, and garden etc. (In Mesopotamia it was usually a worshipping symbol). The person who gave silver or barley as loan, or sold or rented a property, could be certain in this way that the loan taker, the buyer or the tenant was able to give the agreed money back. It was also a means to make sure that the loan taker did not rent the property to someone else. In these types of contracts the following was very common:

“Until he can return silver/barley (and the interest), a nail stays hammered in the... (The intended property)”.

The condition of Sikkatu has not been found in any other documents related to land renting and has only been observed in two deeds of garden renting and many loan dealings and purchasing deeds (Table 7) during the sukkalmahs period (Oers 2010: 121–126). Based on these contracts, if the payment was delayed for any reason, the creditor could possess the land (Edwards, Gadd, Hammond, Sollberger Idem: 284). These contracts were illegal in Mesopotamia, while given the discovered documents they were very common in Susa with no legal impediment (Hinz 2009: 40).

Table 7. Properties whose contracts contain sikkatu (Oers 2010: 126)

Holding		Number
House	e.du.a	3
The house and plowed field	e.du.a u ersu	3
Land	a.sa	1
Land and garden	A.sa u ^{gis} kiri ₆	1
House, land and garden	e.du.a a.sa u ^{gis} kiri ₆	1
Land and wasteland	Isqatu u harbu	1
3 & BAL's	[...] u BAL.3.kam	1

Beside the earlier mentioned guarantees, using cattle and lands as collateral was quite common in Elam. However, there are no evidences indicating the family members of the borrower determined as the guarantee of a deed (Edwards, Gadd, Hammond, Sollberger Idem).

Conclusion

Investigating the economic and legal documents of the ancient Elam indicates that the Elamites had strong and specific laws to maintain and increase their capital. It is clear that this tendency towards keeping and increasing capital was partially rooted in social norms and conventions. Determining high interest rates for loans (sometimes up to 40%), specifying high fees for termination of the contract which in some cases was the same amount of the expected interest, as well as putting up collateral value equal to the capital which was mostly land and property, shows that the society strictly regarded the owned capital and secured the expected rate of interest. In the result of the lack of sufficient textual evidence, related academic research works and the cessation of archaeological activities in Susa our knowledge on the economic system of this region is still very limited. However, there is hope that new studies can provide a better perspective on the Elamite economy in the future.

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