

do not disclose the primeval status of law, nor do the later periods necessarily evidence a more developed law. Thus the Semitic law of the Old Babylonian period is in many respects more primitive than that of the earlier Sumerian age.

Under these circumstances a comprehensive outline of cuneiform law is possible solely as a comparative description of various legal institutions, to the extent that their juridic structure and their economic and social functions have been discovered. Such work unfortunately has been done only to a slight degree and least of all for the neo-Babylonian legal documents, which have been known longest of all.

Hence this outline must necessarily be somewhat incomplete. <sup>A</sup>The oldest cuneiform records extant are administrative texts--notes upon fields and deliveries of goods. This is true of the archaic clay tablets from Jemdet Nasr, which are still purely pictographic, and of the documents from Uruk, some of which are even older. Thousands of such records, especially those of temple administrations, are the outstanding feature of the Sumerian period as a whole. The oldest juridic records in our possession, however, are stone inscriptions containing lists of deeds to plots of land. At a very early date, at least as early as the Old Babylonian period, there occurs the private business document, such as the so-called case tablet; in which the text is repeated upon the enveloping clay casing with the seals of the witnesses regularly stamped upon it. This double document, which was probably intended to protect the text against forgeries, spread to Assyria, to the Subaræans, where the outer text was shortened to a heading. It is completely missing in the neo-Babylonian period, but is found in a form adapted to other writing materials in Palestine, in Egypt under the Ptolemies and among the Romans. It is possible that it was borrowed from the Orient, but this cannot be proved. With regard to content the business document always remained an objective protocol before witnesses, who do not appear in the administrative text. The conclusion of the contract was set forth briefly as having already taken place, because the document was not written by the parties to the contract but by professional scribes (dupsharru), who were trained in schools. It was in these schools that there developed what may be called cuneiform