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only for short terms and repayable as a rule at the next harvest; thus credit was largely agricultural. The chief form of credit transaction was the ban (money or commodity loan, with various rates of interest; in the Code of Hammurabi the legal maximum interest rate is fixed at 20 percent and 33-1/3 percent). As a fictitious loan, separated from the object of the loan, however, it could by virtue of the document incorporate other causes of debt as obligations, such as the mortgaging of a purchase price debt. There was furthermore the obligation note (i'iltum), in which the creditor was stated to have capital upon the debtor, which the latter would repay. It is characteristic that this form is rare in the Old Babylonian period, that it dominated the commercial activity of the Old Assyrian period exclusively and that in the neo-Babylonian period it displaced the loan almost entirely. The i'iltum was an extremely flexible debt form, a written promise to pay, which might incorporate any cause of debt and which might also appear abstractly, separated from any debt cause. It is comparable to the Roman stipulatio, with which it shares a common origin from a warrant of security. To that extent it is an indication of rather active currency circulation.

The securities for a debt were the suretyship and the pledge, the former being especially prevalent in neo-Babylonian law. The terminology of the suretyship involves as in other systems of law a gesture of the hand (handelasp, raising the hand) as the original form of bond, through which the warrantor's liability is pledged with his body. The pledge is in its oldest form always one entitling the creditor to possession and usufruct, the latter covering either the capital and the interest or only the interest. In the latter case the pledge was forfeited if the pledged debt was not repaid; that is, the creditor received final title to the pledge instead of receiving payment of the debt. Hence neither the body nor the property of the debtor was liable for repayment of the debt, in addition to the pledge. The debtor was not obliged to pay the debt but merely entitled to redeem the pledge with the amount loaned. From this point evolution continued, first to the possessionless pledge or mortgage, which was designated as such in Old Babylonian