

and in Elamitic law and which was marked in Elam by an act of publicity, such as the driving of a pledge post into the pledged piece of land. It is found also in Middle Assyrian, neo-Assyrian and neo-Babylonian law. Then there was the sale pledge, of the conversion of which we know but little. It may be postulated, however, from the agreement for the debtor's personal liability for the debt, which is found in Middle Assyrian, neo-Assyrian and neo-Babylonian law. For the latter must have become of practical importance as soon as the sale indicated that the value of the pledge was less than the amount of the debt. But the older form of pledge persisted. In general pledge law was relatively primitive, and there was scarcely any developed form of land credit. In the documents there are found as pledge objects plots of land as well as persons (slaves and freemen, children, the debtor's wife and even the debtor himself). In the case of freemen the forfeiting of the *pledge had originally to result in the enslavement of the* pledged person. Apparently the Code of Hammurabi successfully prohibited this. But it still occurs in Old Assyrian law and probably in Middle Assyrian and Subaraean law as well.

The pledging of a freeman as a usufruct pledge to the creditor is a form of exploitation of another's labor power, and the latter must also have been of considerable importance in the form of the free labor contract, in view of the slight extent of slave labor. Proof of this is found in the wage scales for various classes of artisans in the Code of Hammurabi and in the Hittite laws. The documents of the Old Babylonian and neo-Babylonian periods furnish an incomplete picture of conditions, no doubt because a large proportion of free labor was performed for the state and the temples, and this cannot be considered a private labor contract. The form of labor contract was derived from the renting of slaves. There are evidences also of another type in the Old Babylonian period in which a worker or the foreman of a group of workers received a payment on account of wages, agreeing to come to work, either on his own behalf or on behalf of his comrades. These were seasonal (harvest) laborers, who were held strictly liable for non-fulfilment of the contract in accordance with special laws because of the importance of harvesting. They indicate also the existence of large estates, which required large numbers of outside