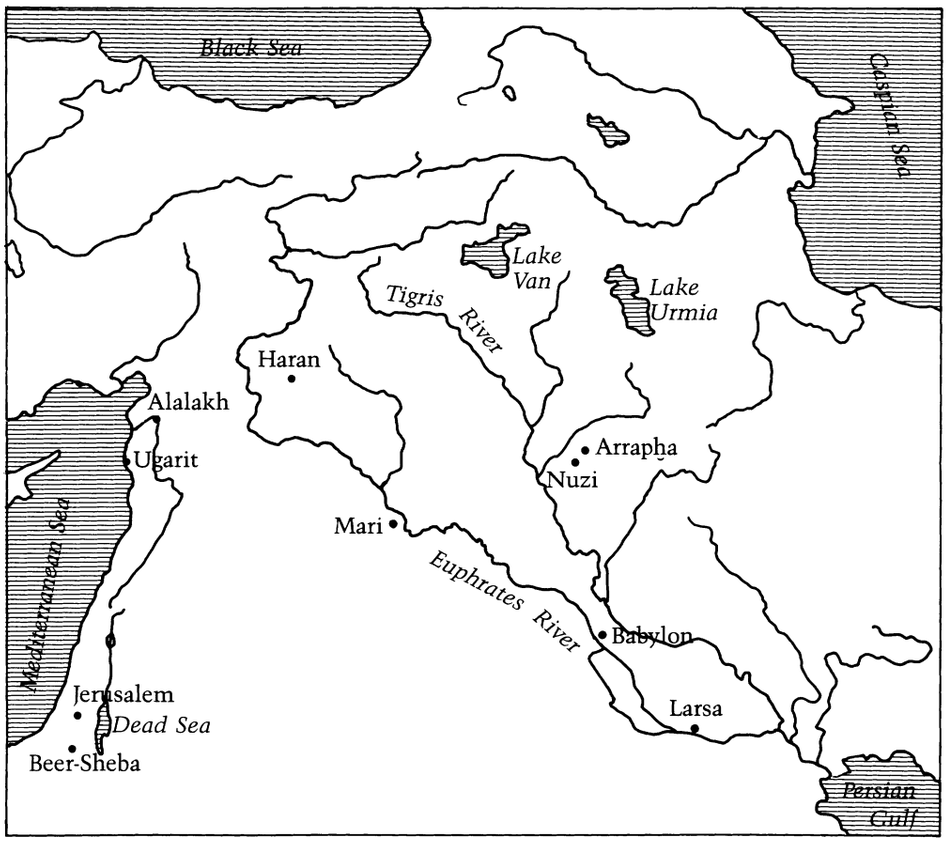


Map of the ancient Near East showing some of the prominent cities of the second millennium B.C.

The Jacob and Laban Narrative in Light of Near Eastern Sources

by Martha A. Morrison

Ancient Near Eastern materials like herding and marriage agreements are invaluable sources of information about the practices and institutions on which the central themes of the Jacob and Laban story are based.

Ancient Near Eastern parallels to the practices and institutions of the Jacob and Laban story (in Genesis 29:15-31:55) have often been cited both to elucidate the text and to provide a chronological context for it. Early research, most notably the work of Cyrus H. Gordon and Ephraim A. Speiser, focused on second-millennium sources, including Old Babylonian laws and contracts and, particularly, the documents from Nuzi, a mid-second-millennium Hurrian city of the land of Arrapḫa—the modern Kirkuk region of Iraq—(Gordon 1937: 25-27; 1964: 21-33; and Speiser 1930, 1964). On the basis of numerous similarities between these sources and the Jacob and Laban story, a second-millennium Hurrian cultural milieu was proposed for the tale. More recently, John Van Seters (1969, 1975) has challenged this second-millennium date for the patriarchal narratives, including the Jacob and Laban story. Through comparisons with ancient Near Eastern texts of the first millennium, he suggests a context relatively contemporary with that of the compilers of the patriarchal narratives. Still others question the value of such historical parallels altogether, arguing that they provide no really fixed date for the composition of the biblical story and obscure its literary qualities (Thompson 1974, 1978).

Chronological and stylistic discussions aside, ancient Near

This engraving by N. Poussin depicts Jacob meeting Laban and his daughters. Taken from John Kitto's The Pictorial Family Bible *(London: Sangster and Fletcher, 1854).*

Eastern materials are invaluable sources of information concerning the practices and institutions on which the central themes of the Jacob and Laban story are based, specifically herding and marriage agreements and the household gods. As the evidence in the extra-biblical record accumulates, it is possible not only to describe the mechanics of these customs but also to observe the social and economic dynamics of the culture to which the Jacob and Laban story is inextricably bound. A deeper understanding of the socioeconomic background of the biblical narrative clarifies certain issues in the text and contributes substantially to our appreciation of the complexities and the significance of the story.

Herding Practices and the Role of the Herdsmen

It has long been recognized that the herding theme of the Jacob and Laban story, as is appropriate for its setting in the region of Harran, reflects practices typical of those employed in sedentary agricultural communities in the ancient Near East. These practices are outlined in Old Babylonian materials, including herding contracts, the Larsa administrative texts, and the herding laws in the Code of Hammurapi (Kraus 1966; Postgate 1975: 1–20), and have been cited in connection with the Jacob and Laban story (Finklestein 1968: 30–36; Speiser 1964: 247).

The agreements between Jacob and Laban bear a strong resemblance to Old Babylonian herding contracts. By these contracts free herdsmen agreed with livestock owners to tend the flocks and herds in return for a share of the profits in the form of young stock, wool, and dairy products. The herdsmen were responsible for repaying any animals that were lost or became diseased because of the herdsman's negligence. According to the Code of Hammurapi, however, the herdsmen were exempted from replacing losses resulting from the depredations of wild animals or *lipit ilim*, literally "the touch of a god." The contracts were also used to calculate the expected increase in the flock and, thus, the shares of the livestock owner and the herdsmen. The Larsa administrative texts indicate, at least for state herding, that the expected birthrate was eighty lambs per one hundred ewes and that a fifteen-percent loss to the original flock was allowed the herdsman. Shortfalls in the numbers of young returned to the livestock owner and losses above the fifteen-percent loss rate, barring, presumably, those for which the herdsman was not responsible, were to be made up by the herdsman.

The herdsman's share of the produce of the flocks appears to

have been anything in excess of the predetermined share accruing to the livestock owner. There are references, however, to other types of recompense, including flat fees of grain and payments of clothing allowances or grain rations. Varying combinations of these forms of payment are attested.

The essential elements of this contractual system are incorporated into the agreements between Jacob and Laban. Jacob contracts to work as a herdsman for Laban in return for predetermined wages—that is, his two wives and certain types of livestock. Laban reaps the benefits of Jacob's work in the increase of his flocks. Further similarities to the Old Babylonian materials appear in Jacob's protests concerning his good service (Genesis 31:36-39): he avoided shortfalls in expected young and repaid losses caused by wild animals. Of course, in light of the Old Babylonian evidence, the terms of Jacob's contracts appear unfavorable, most notably in the repayment of losses that would normally be exempt.

The evidence from Nuzi supplements what is known from Old Babylonian sources, and documents more fully the activities of the herdsmen and their relationship to the livestock owner (Morrison 1981: 257-96). Consignment texts, which are sealed by the herdsmen and detail the numbers and types of livestock entrusted to the herdsmen, are, in effect, contracts between the herdsmen and the livestock owners. The brevity of these texts is illustrated by HSS 9 64 (Pfeiffer 1932), a typical herding contract:

> 2 bearing ewes, 7 wethers, 1 male lamb, 11 bearing she-goats, 7 he-goats, 2 male kids, 1 female kid: a total of 31 small cattle which Shilwa-teshub entrusted to Urḫiya son of Ik-kianni. Seal of Urḫiya son of Ikkianni.

Other sources, particularly lawsuits, can be used to reconstruct the terms underlying the contracts. Herdsmen were expected to return livestock to their owner at the shearing time. Livestock that died or were lost while in the herdsman's care were to be repaid. A herdsman might be excused from repaying losses if the livestock were killed by another animal or if the herdsman could show that he had not been negligent. As in the Old Babylonian period, the Nuzi contracts also seem to have been used to calculate the expected yield of the flocks. In return for their work, the Nuzi herdsmen received a share of the flocks' profits. Other forms of recompense, including grain rations for the herdsmen and payments of bronze, are also attested. The livestock owners provided fodder for the livestock and, in many cases, the local pastures on which the flocks were grazed.

This inscribed and sealed clay bulla from Nuzi contained a contract between a herdsman and a livestock owner. Semitic Museum number 1854. Copyright 1983 by President and Fellows of Harvard College for the Semitic Museum.

Debt statements (the *muddû* documents), such as the following, record the losses to the flocks taken out by the herdsmen the preceding year:

> 2 male kids, 1 female kid: the deficit which Shenni the son of Ḫuziri owes and will repay to Shilwa-teshub. Seal of Shenni. (HSS 9 45: Pfeiffer 1932)

Sealed in the same manner as the contracts, the debt statements are the herdsmen's agreements to repay the livestock indicated. The frequency of these debt statements, combined with the average size of the debt, indicates that losses of some magnitude were common for the herdsmen. Losses of young stock and of adult males comprise a high percentage of the deficits acknowledged by the herdsmen. The young-stock figures are the shortfalls in expected births as calculated on the basis of the contracts, and such losses are reflected in both the Old Babylonian materials and in Jacob's remarks in Genesis 31:36-39. The losses of adult

males, however, parallel Jacob's affirmation that he had not eaten any of Laban's rams (Genesis 31:38). Thus, unauthorized slaughter of such stock may have been frequent. The consumption of male stock would be preferable, indeed, because the herdsman, if detected, would be liable only for the male animal and not for both a female adult and the lamb or kid she was expected to bear.

In both the Old Babylonian and Nuzi materials, the shearing time *(buqūmu/buqūnu)* was the focal point of the herding cycle. Occurring in the spring, it was the time when the herdsmen gathered so that supervisory personnel associated with the households of the livestock owners could count the flocks, pluck the sheep, shear the goats, tally the herdsmen's accounts, and consign livestock to the herdsmen for another year. That is, contracts were drawn up and accounts settled between the herdsman and the livestock owner. After the shearing, the herdsmen took the flocks to pasture. Typically, the herding calendar complemented the agricultural one to the extent that the herdsmen were available to help with plowing and planting, took the flocks away from the sown areas during the growing season, and returned in time for the harvest. When the flocks were near home, local pastures and supplemental fodder could support them.

A herding cycle similar to that of the Old Babylonian period and of Nuzi pervades the Jacob and Laban story. The time when the flocks were in local pastures is reflected in the passages describing Jacob's arrival at Harran (Genesis 29:1-14), his meeting with Rachel and Leah (Genesis 31:4-16), and the incident of Reuben's mandrakes (Genesis 30:14-16). The first two occur in fields within easy access of Laban's center at Harran. In the last, Jacob is able to return home to his wives at night, specifically, "in the days of wheat harvest." (This translation and subsequent passages are from the Revised Standard Version.)

The herding cycle pervades the Jacob and Laban story.

Other events in the narrative refer to the time when accounts were settled and new contracts drawn up, that is, the shearing time. In the meetings with Laban in both Genesis 29:21-27 and Genesis 30:25-36, Jacob declares that he has fulfilled his contractual obligations, requests his wages, and then enters new contracts. The first event occurs when all of the men of the place are available for the marriage feast. The second is followed immediately by Laban's separation of the flocks by a "three days' journey." Though Laban's motives as to the composition of the flock are clear, the departure of the flocks from settled areas after contracts were drawn up is typical of ancient Near Eastern herding practices. Even the first contract of Genesis 29:15-19 occurs after a time when the flocks were in local pastures, and probably coincides with the beginning of the herding year.

Further encounters between Jacob and Laban at the accounting time are suggested in Genesis 31:7-8, in which Jacob relates Laban's changing of his wages. This section of the narrative appears to summarize a series of contracts. Jacob agreed to work for all the speckled and spotted and brown sheep and the spotted and speckled among the goats (Genesis 30:32). He states, however, that Laban had changed his wages from the speckled to the ringstraked when he discovered the outcome of the herding season (Genesis 31:8). Moreover, ringstraked, speckled, and grisled rams were sent to Jacob's flocks (Genesis 31:10). For Laban to have known the results of the year in time to change the terms, an accounting would be required. It is worth noting that Laban seems to have honored each season's contract for a particular type of livestock but changed the terms for the next season to counteract Jacob's breeding successes, because Jacob grew wealthy as a result of his service. It is also interesting that the time allowed for this period of Jacob's service, six years, is close to the six-and-a-half-year turnover time demonstrated by the Nuzi flocks. Within such a period of time, all of the original flock belonging to Laban could have died off and been replaced by the abnormally colored livestock that were Jacob's. Thus, all that was Laban's might, indeed, have become Jacob's, as Laban's sons complain: "Jacob has taken all that was our father's; and from what was our father's he has gained all this wealth" (Genesis 31:1).

The most significant event relating to the herding cycle is the time of Jacob's departure. He left when Laban was at the shearing, the end of a contract period. Thus, he left honorably at the end of his obligations for the year and before the assumption of new responsibilities.

In sharp contrast to most of the narrative are Jacob's statements in his final confrontation with Laban. He stresses his good service and emphasizes the hardships that he has endured: "By day the heat consumed me, and the cold by night, and my sleep fled from my eyes" (Genesis 31:40). These appear to be allusions to life in the open away from settled areas, that is, the time when the flocks were pastured away from home.

Perhaps the most important information that Nuzi offers about the Jacob and Laban story concerns the relationship between Jacob and Laban and Jacob's status at Harran. Like their counterparts in the Old Babylonian period, the Nuzi herds-

men were skilled professionals who worked willingly. As members of the free citizenry, they are normally identified by patronymic—for example, Tuntuya son of Sin-dayyān and Akip-tilla son of Eḫel-teshub—in contrast to members of the *wardu* or slave class who are identified by the masters' names—for example, Pai-teshub *wardu* of Shilwa-teshub son of the king. Through patronymics, and in some cases seal impressions, the names of over ninety herdsmen can be recovered in the Nuzi texts. Some of these herdsmen are associated primarily with other cities of Arrapḫa, such as Zizza, Tasheni, and Kabla, but they either appear at Nuzi or worked for Nuzi livestock owners. A significant number of the herdsmen are found as witnesses to contracts and declarations in court, in records of taxation and military service, and as parties to business transactions involving real estate, grain, and livestock. Among the latter, the herding contracts and debt statements are the most prominent examples. Disputes that arose concerning these agreements were settled in court. In such cases the burden of proof was on the herdsman to show that he had not been negligent or that there were mitigating factors. In most cases the livestock owner won, but occasionally a herdsman was able to vindicate himself.

Although the Nuzi herdsmen were free citizens, they are found in close social and economic association with livestock-owning families, so much so that individual herdsmen seem to have worked for only one livestock owner. Moreover, while the herdsmen are identified by patronymic—that is, their family association—they are frequently further identified, in a manner similar to the means of identifying the *wardu*, by the name of the livestock owner for whom they worked—for instance, Bēl-aḫḫēshu son of Arn-apu the oxherd of Shilwa-teshub, or Kipaya the shepherd of Keliya. These forms of reference are used not only when a livestock owner refers to his herdsman in legal declarations but also when a third party seeks to identify the herdsman's affiliation. Thus, the relationship between the herdsman and the livestock owner helped to define the herdsman's identity in the community.

Jacob emphasizes the hardships that he has endured: "By day the heat consumed me, and the cold by night, and my sleep fled from my eyes."

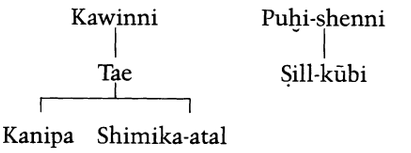
The close relationship between the free herdsmen and the livestock owners was based on economic interdependence. The livestock owners needed the services of the herdsmen, and they provided the herdsmen with the means for their livelihoods, including the livestock and certain resources such as fodder for the animals, grain rations, and other forms of payment. Among Shilwa-teshub's herdsmen, some even borrowed grain from him to be repaid at the time of the harvest. Both parties shared in the fortunes of the herds, but the herdsmen were responsible for replacing at least some of the losses. Considering that a sheep valued at 1.33 shekels of silver equalled approximately three months of average grain rations, deficits could be very costly and difficult to repay. If the debts of the herdsmen accumulated, they could contribute substantially to the formation of the bond between herdsmen and livestock owners.

The affiliation between herdsman and livestock owner is not always limited to a single generation. At Nuzi, and doubtless at other sites, the herding profession was hereditary. In a number of cases two and sometimes three generations of the same family can be found working for the same livestock owner or his family. Taya the son of Ward-aḫḫēshu and his son Bēliya cared for the oxen of Teḫiptilla son of Puḫi-shenni. Twelve families of herdsmen can be identified in the archives of Shilwa-teshub son of the king. In some of the families, brothers contract to care for or repay livestock together; for example:

> 24 wethers, 5 she-goats, 5 bearing she-goats: a total of 44 small cattle which Shilwa-teshub entrusted to Nullu and Uṭḫap-tae the sons of Akip-tilla. Seal of Uṭḫap-tae son of Akip-tilla. Seal of Nullu son of Akip-tilla. (HSS 13 260: Lacheman 1942)

Among the brothers who contract together, one often appears alone in contracts or administrative texts. He was probably the eldest son who ultimately assumed his father's position in the family.

A particularly interesting herding family working for Shilwa-teshub is the family of Kawinni:



Because Kawinni's name appears only as a patronymic in the archives, he was probably not one of Shilwa-teshub's herdsmen. However, his son Tae and Tae's two sons Shimika-atal and Kanipa are well attested. Another individual, Ṣill-kūbi son of Puḫi-shenni, appears with both Tae and Shimika-atal in contracts and administrative texts. Ṣill-kūbi's relationship to the family was sufficiently close that he was identified as the son of Kawinni

and the brother of Tae in one text, even though his seal is called that of Ṣill-kūbi son of Puḫi-shenni. He may have been a relative of the family or he may have joined the family as an apprentice in the herding profession. Whatever his relationship to the family, by contracting jointly with members of the family, he shared in the contractual obligations of those individuals and would share in any profits based on the contracts.

Jacob's request for Rachel as his wages, an unusual form of payment, altered the straightforward arrangement that Laban envisioned and changed the significance of the herding contract.

At Nuzi, then, herding was conducted in large part by families of herdsmen who shared the work, the responsibilities, and the profits of the flocks and herds. Sons, and possibly in one case a daughter, tended the livestock consigned to their fathers. In good years, the family could accumulate its own livestock, which became part of the family estate, but in poor years, debts arose. At a certain point, either when the head of the family was no longer able to continue his activities or when they were old enough, the sons began to contract for themselves. The family's economic patterns, however, persisted over many generations, with its members functioning as a unit for the common benefit.

In the case of Jacob and Laban, Laban was the head of a family whose income derived from livestock and whose members, including Rachel and his sons, tended the flocks. Although Jacob was Laban's nephew and became his son-in-law, his situation is very different from that of the family members at Nuzi who contracted together or even that of Ṣill-kūbi who joined the family of Kawinni in the herding enterprise. Clearly separate from the family in the herding business, he contracts with Laban, the livestock owner, for recompense according to the terms of his contract. He appears not to share in Laban's profits during the first fourteen years of his service, and he does not share his profits with Laban's family during the last six years of his service. In fact, the complaint of Laban's sons (Genesis 31:1) is directed to this very point. The introduction of the sons and their role in the story emphasizes the difference between Jacob and the members of the family and underscores Jacob's hired status.

As has been noted (Van Seters 1969: 390), Jacob's remark that he must provide for his own house (Genesis 30:30) indicates that he was completely aware of his position as a hired herdsman. His purpose in going to Harran was to acquire a wife. Having completed the two contract periods necessary to accomplish this objective, he was preparing to depart expecting neither a share of the family's income nor an inheritance from Laban.

By initiating the first herding contract shortly after Jacob's arrival at Harran, Laban intended to exclude Jacob from the family's holdings but to retain his services as a herdsman. The herding contract both defined Jacob's status as a hireling and served to protect the family's estate from depletions that might arise from Jacob's failures and to guarantee that Jacob's successes would accrue to the benefit of the family. However, Jacob's request for Rachel as his wages, an unusual form of payment for herding contracts, altered the straightforward arrangement that Laban envisioned and changed the significance of the herding contract. Because Jacob tendered his service as a brideprice for a wife and Laban accepted it, the herding contract became the first part of a marriage agreement. As a result, the second principal theme of the story, the marriage theme, is introduced and becomes tightly interwoven with the herding theme from the beginning of the story. In order to understand Laban's behavior with respect to the herding enterprise, the nature of the marriage agreement must be examined.

Brideprice, Dowry, and the Marriage Agreement

As is known from Nuzi and other ancient Near Eastern centers, in the customary marriage agreement, the father of the bride would equip his daughter with a dowry, a sort of premortem inheritance or the daughter's share of the family estate. Upon receipt of the brideprice, the bride and her dowry would pass to the groom. A contract might be drawn up to record such a transaction and to stipulate certain terms of the agreement (Grosz 1981: 161-82).

The issue of dowry remains unresolved for most of the story and is central to Rachel and Leah's complaint against their father. They state:

> Is there any portion or inheritance left to us in our father's house? Are we not regarded by him as foreigners? For he has sold us, and he has been using up the money given for us. (Genesis 31:14-15)

Their points are that (1) they can expect no share of their father's estate either in the form of dowry or inheritance; (2) without a dowry, they have not been treated in a manner suitable for female members of a family; and (3) "the money

given for us"—that is, the money received as a brideprice, in this case its equivalent, which was sometimes used to provide for the bride's dowry—is not available for that purpose. Thus, it is clear that Laban had made no provision for a dowry for his daughters, and his unwillingness to do so plays a prominent role in the narrative.

Jacob's requests for his wives in Genesis 29:21 and Genesis 30:26 are more than simple requests for his wages; they are also requests that the marriage agreement be concluded. Laban's response in each case is to keep Jacob in Harran as a hireling and to delay giving up part of his estate in the form of a dowry for his daughters. The substitution of Leah for Rachel was designed not only to marry off the less attractive daughter but also to induce Jacob to stay on for another seven years. Laban's agreement to pay the oddly colored livestock in the herding contract of Genesis 30:27-34 was based on the fact that Jacob's share, small under normal circumstances (Finklestein 1968: 33-35), could be reduced substantially by manipulating the composition of the flock. In accordance with Jacob's agreement to count all the normally colored stock as "stolen," Laban repeatedly attempted to put Jacob in the position of owing livestock at the end of the year. As noted above, the repayment of missing livestock was a fundamental aspect of the herding system of the Old Babylonian period and at Nuzi. Moreover, restitution for stolen livestock is specifically mentioned elsewhere in the biblical record (Exodus 22:12). Thus, Jacob would have become like the Nuzi herdsmen, who, through debt and dependence on the livestock owner, affiliated with his family permanently. Because Jacob would not have been able to leave, Laban would not have to change their relationship and complete the marriage agreement.

Jacob forced a resolution to both the herding and marriage arrangements when he made his abrupt departure from Harran. Preceding his departure, he consulted with Rachel and Leah, who concluded that the dowry issue had been resolved. Their remark that "all the property which God has taken away from our father belongs to us and to our children" reflects the traditional treatment of a dowry as the wife's part of the couple's joint holdings that ultimately were passed on to their children. Thus, they considered themselves equipped with a proper dowry, though not by their father.

The family gods, perceived as responsible for good fortune and passed down from one generation to the next, were at the heart of the family, and the individual who possessed them also held the paternal authority of the head of the house.

The signal for the end to both the herding and marriage issues is Genesis 31:19: "Laban had gone to shear his sheep, and Rachel stole her father's household gods." Taking the livestock that he had earned through his work, Jacob was leaving when he was no longer under obligation to Laban. The second part of the verse which relates to the significance of the teraphim (household gods), a topic of extensive scholarly investigation, requires further discussion.

The Household Gods

As is well known, the family gods were passed down from a father to his heir, normally his eldest son, and they were linked to the immovable property of the family. The individual who possessed the gods also held the paternal authority of the head of the house. The transmission of the gods from one generation to another represented the continuity of the family line; one barred from the gods was considered disowned by the family. In addition, the fertility and good fortune of the family were the responsibility of the family gods. The family gods were not only the tie between the family unit and its property but also the very heart of the family (Draffkorn 1957: 216-24; Greenberg 1962: 239-48; Deller 1981: 47-76).

A text published recently by Ernest R. Lacheman and David I. Owen (1981: text 6) demonstrates that a woman who remained on the family property as heir to the estate might inherit the family gods. Rachel, however, had brothers whose inheritance claims superseded hers, so she was not likely to possess the gods had she stayed in Harran. In that Jacob was never in the line of inheritance, Rachel was not attempting to right a wrong committed against Jacob. Rachel's theft of the gods, instead, relates to the nature of the family and her relationship to it.

One of the outstanding illustrations of the importance of the family gods and their significance in family relationships is a well-known but problematic dispute at Nuzi. The materials are difficult to interpret, so much so that two very different reconstructions have appeared recently (Cassin 1981: 37-46; Deller 1981: 47-76). However, the central issues of the Nuzi case and those of the Jacob

and Laban story have certain points in common.

The critical text (HSS 14 8: Lacheman 1950) presents the contradictory testimonies of Pai-tilla and Akip-tashenni son of Tae. Pai-tilla swears that his mother Warḫi-nuzu gave his household gods to Akip-tashenni and that Akip-tashenni sold Warḫi-nuzu and her daughter, Pai-tilla's sister, into a foreign land. Akip-tashenni denies all. The identity of Akip-tashenni son of Tae is not clear. Moreover, the connection between Akip-tashenni's alleged possession of the gods and sale of the two women is confounded by certain philological issues.

According to Elena Cassin, Warḫi-nuzu unlawfully removed the gods from the home of her deceased husband to that of her second husband, Akip-tashenni. She was sufficiently attached to the gods of her first family that she refused to leave them behind when she left to become part of another. (Alternatively, she may have resented the terms of the will—HSS 19 5: Lacheman 1962—by which her husband's estate was divided.) Her illegal act was compounded when Akip-tashenni, who had no right to the gods, received them. Finally, Akip-tashenni, *while retaining the gods,* violated his responsibilities when he sold the women into another land.

Karlheinz Deller's interpretation of the text treats the suit not as a family dispute but as a financial one. Pai-tilla charges that Warḫi-nuzu gave Akip-tashenni, a dealer/merchant, the gods and that Akip-tashenni retains the gods even though he sold Warḫi-nuzu and her daughter into a foreign land *as payment for the gods.* That is, Pai-tilla was in such desperate economic straits that he was reduced to selling his mother and sister into slavery to retrieve his household gods. As Deller notes, the case raises important questions relating to the sale of the family members before the gods, the role of the gods as protectors of family members, and the events that might have led to such a disastrous situation. Without further information, these questions must remain unanswered. The loss of the family gods, however, marks the disintegration of Pai-tilla's family.

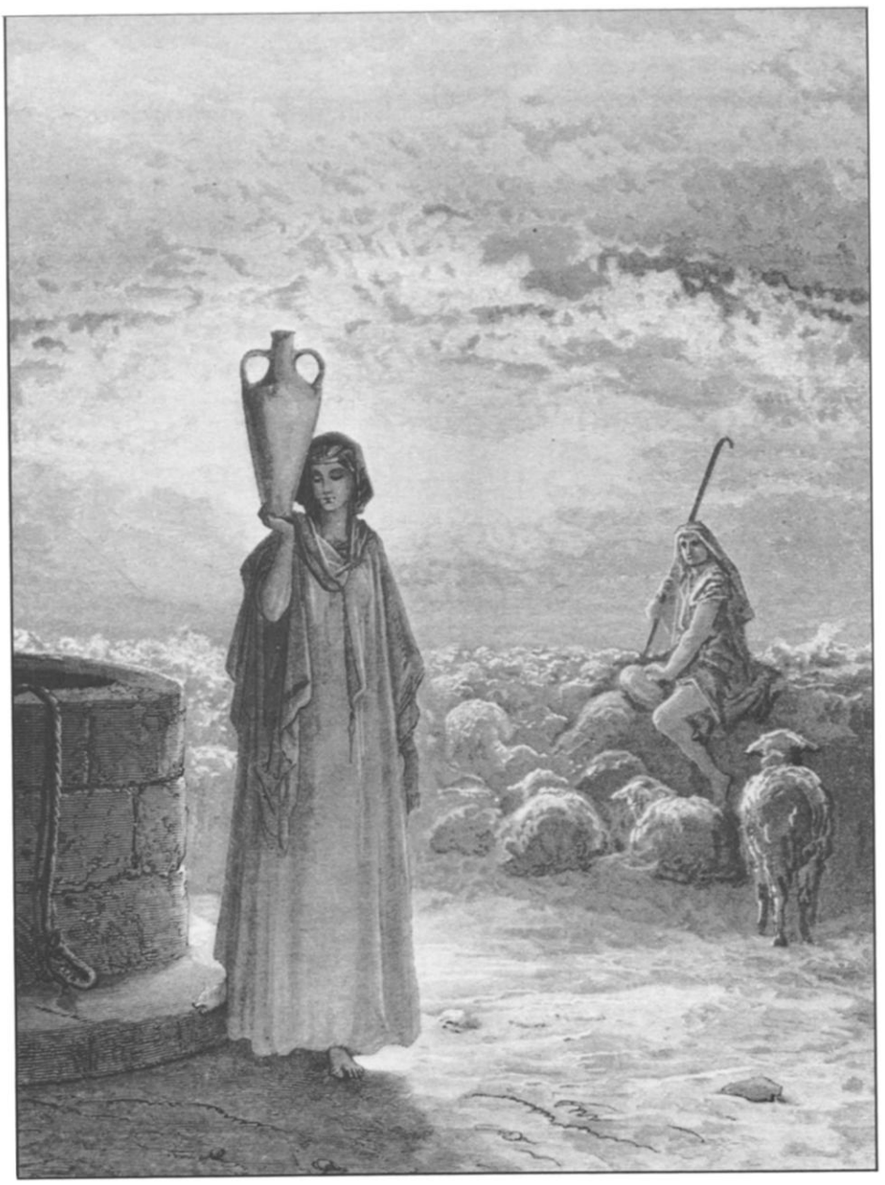
As the two interpretations demonstrate, the difficulties of the text preclude secure parallels between the individuals involved and those in the Jacob and Laban story beyond the facts that women, Warḫi-nuzu and Rachel, are involved in taking the family gods and that the plaintiffs, Pai-tilla and Laban, both lost women of their families and their family gods. Both interpretations, however, draw on aspects of the significance of the family gods as understood from other materials. One emphasizes the undeniable emotional attachment of family members to their gods and the responsibilities of the keepers of the gods, and the other focuses on the paramount importance of the family gods and their role in the continuity of the family. The theft of the gods in the Jacob and Laban story captures the essence of these issues. Rachel stole the teraphim when her departure from home was imminent. Not only did she respect the powers that had brought such fertility to Jacob's family and flocks at Harran, the sphere of the teraphim, but she also, according to her remarks of Genesis 31:14-16, considered herself disowned and poorly treated by her father. Laban violated his responsibilities as keeper of the gods when he gave Rachel and Leah to Jacob without completing the marriage agreement and arranging for a dowry—that is, he treated them as "foreigners." His treatment of his daughters denied the essential nature of their family relationship, and so he abrogated his rights to the teraphim. Incidentally, Rachel's reference to the "way of women" as a means of deceiving her father (Genesis 31:35) is a rather pointed reminder of the consideration due to the women of his household. Laban, on the other hand, demonstrates his desperation in Genesis 31:25-30. Warned to speak "[n]either good [n]or bad" to Jacob, he states that he can understand Jacob's desire to return home but not the theft of the gods. It is ironic that Laban, because of his efforts to protect the family's estate, should lose that which symbolized the family itself. Moreover, it is interesting that the "Harran connection" in the patriarchal narratives dies out with this episode and the family of Jacob goes on independently. Thus, Rachel's theft of the teraphim underscores Laban's negligence as head of the family and marks the breach in his immediate, as well as the more extended, family caused by their departure under such circumstances.

Laban violated his responsibilities as keeper of the family gods when he gave Rachel and Leah to Jacob without completing the marriage agreement and arranging for a dowry.

In the final confrontation between Jacob and Laban the concerns and positions of both throughout the story are reiterated and resolved. Laban addresses issues relating to his family, the holdings of which he was unwilling to alienate in the form of a dowry,

and his role as head of the family. Specifically, his accusations are similar to those of Pai-tilla at Nuzi: improper treatment of female family members (because they were carried off like prisoners of war) and unlawful possession of the teraphim. Jacob, though denying the latter accusation, acknowledges the illegality of the act in recognition of Laban's position in the family and his own status as a hireling and a son-in-law who had no right to the gods. Following apparent vindication of the second accusation, Jacob defends himself against the charge of mistreating Rachel and Leah by reviewing his exemplary fulfillment of the herding agreements with Laban and Laban's refusal to honor the contracts. Thus, Jacob shows that Laban, not he, caused the ruptures in Laban's family situation. When Laban states that everything is his own, he concedes that he had not formally transferred his daughters and their children and the livestock to Jacob. Then he asks, what can he do for his daughters and their children, that is, how he can rectify the situation? The answer is, by establishing a covenant which includes the terms of the marriage agreement (Genesis 31:50). The covenant, in this case a treaty between free and equal parties, confirms the relationship between Jacob and Laban, and, at the same time, formalizes the marriage of Laban's daughters. With the completion of the marriage agreement, the terms of the first two herding contracts are finally fulfilled.

It should be noted that the practices and customs of herding, more so than those of other occupations of the ancient Near East, make the herding theme a particularly effective complement to the marriage and family themes in the Jacob and Laban story. The herding contracts are echoed throughout the story (including the mandrake episode in Genesis 30:14–16 in which Leah "hires" Jacob for the night) and are amplified in the marriage agreement. The cyclical nature of the herding enterprise provides a useful device for indicating the passing of the years, a point which Jacob emphasizes in Genesis 31:38 and 41. The fertility of the flocks is paralleled by the growth of Jacob's family. Finally, because of the social and economic position of the herdsmen in the ancient Near East, particularly with respect to livestock owners, Jacob's employment as a herdsman is especially suitable for describing his relationship to Laban.



A nineteenth-century portrayal of Rachel and Jacob by Gustav Doré. Taken from Die Heilige Schrift Alten und Neuen Testaments verdeutscht von D. Martin Luther *(Stuttgart: Hallberger, n.d.).*

The practices and institutions of Nuzi presented here are not unlike those of other settled centers of the Near East in the second millennium B.C.E. such as Mari, Alalakh, and Ugarit. Moreover, similar patterns are attested throughout the first millennium, and the herding practices persist to the present day in certain areas of the Near East. While the specific details concerning these practices do change (a fifteen-percent allowable loss rate for the herdsmen in the second millennium as opposed to a ten-percent loss rate in the first millennium, for example), the principles in herding and marriage agreements are common through-

out the second and first millennia. As a result, similar concerns governed personal interactions in business and family relationships in the Near East over a long period of time. The abundant second-millennium sources, insofar as they illustrate the fundamental issues and relationships, have broad explanatory value for the fabric of ancient Near Eastern society and help to reconstruct the context of the literature that is one reflection of that society.

The Jacob and Laban narrative includes none of the specific details through which it might be identified with a particular period. Instead, it draws on the universal aspects of certain social and economic practices. Hence, dating the text to either the second or the first millennium on the basis of Near Eastern parallels is problematic. On the other hand, the broader context of Near Eastern society informs the story's portrayal of the complex and lively relationships among a number of characters and, so, lays the foundation for literary analyses and other avenues of inquiry.

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