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What Happened Every Seven Years in Israel?

Old Testament Sabbatical Institutions for Land,
Debts and Slaves Part I.

by Christopher J. H. Wright

The material in this two-part article is derived from our Editorial Adviser's doctoral dissertation, 'Family, Land and Property in Ancient Israel: Aspects of Old Testament Social Ethics' (Cambridge, 1976), which is due for future publication by the Paternoster Press. Dr. Wright now teaches at Union Bible Seminary, Pune, India.

Answering the question in the title of this paper can quickly become a confusing and difficult task. There are laws relating to the seventh year in each of the major Old Testament law codes, each of them somewhat different from the others. Some refer to land, some to debts and some to slaves, and in the case of slaves there is the added complication of the Jubilee law with its 50 year term.

This article sets out to examine the laws exegetically and sociologically, showing how they relate to one another. The first part tackles the laws concerning land-fallow and debt-pledges. The second part will discuss the much controverted problem of the relationship between the release of Hebrew slaves in the seventh year and the Jubilee release in the fiftieth year.

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The sabbatical year and $\text{š}^{\text{c}}\text{mittāh}$

Two preliminary points need to be made before entering on a detailed comparison of the passages connected with the seventh year on the land. (i). In the interests of clarity, it is best to deal separately with the questions of land fallow and slave release. It seems to me that several recent studies on these topics suffer from unnecessary confusion and difficulty by conflating the two.¹ (ii). It must be borne in mind that the concept and practice of a sabbatical cycle of years was pre-Israelite and already had definite religious and cultic associations long before it became an Israelite institution, as has been shown by C. H. Gordon.² This means

¹ This is true of, e.g. A. Phillips: *Ancient Israel's Criminal Law* (Oxford, 1970), 73-79; and also of N. P. Lemche: 'The Manumission of Slaves—the Fallow Year—the Sabbatical Year—the Jubel Year', *VT* 26 (1976), 38-59. This is why I propose to deal with the question of slave release in a separate article.

² C. H. Gordon: 'Sabbatical Cycle or Seasonal Pattern', *Orientalia*, ns 22 (1953), 79-81. Gordon cites mainly, though not exclusively, Ugaritic material in demonstrating the existence of seven year cycles of nature, including a fallow year, of which the purpose was to ensure agricultural prosperity in the ensuing seven year period. The effect of the victory of Baal over Môt was not seasonal or annual, but lasted for seven years. Cf. *UL*, 5, 57-62, and texts 49:V:8f. (47), 75:II:46 (55), and I Aqht 42ff. (94).

that although the earliest text concerning the fallow year (Ex. 23:10f.) mentions only a humanitarian motive, we cannot assume that deeper religious considerations were unknown when the law was framed thus in an Israelite context. It also means that when the religious significance of the institution is spelt out clearly in Lv. 25:2-7, it need not be assumed that this represents a late, cultic reinterpretation of the law. These points will be developed in our discussion of the texts, to which we now turn.

1. Exodus 23:10f. — The fallow year

10 'For six years you are to sow your fields and harvest the crops,

11 but during the seventh year let the land lie unploughed and unused. Then the poor among your people may get food from it, and the wild animals may eat what they leave. Do the same with your vineyard and your olive grove.'

(Ex. 23:10-11, NIV)

This law is the earliest of our texts, and reflects very ancient practice. It will probably remain impossible to define precisely the original significance of the seventh year fallow—whether it was primarily religious, or a kind of primitive agrarian science, or a restoration for the land by giving it rest.³ The first two can hardly be separated anyway, agricultural practice and religious belief being so closely bound together in the ancient world.

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... even though the practical importance of the fallow year for the soil is not explicitly (*sic*) mentioned in Ex. 23:10-11, this may well be implicitly (*sic*) understood according to the reasoning of the time. The cultivation of the soil and the harvesting of its products have always been subjected to religious conceptions.⁴

In the context of the Book of the Covenant, the fallow year, like the rest of the requirements of the Book, was implicitly an obligation to Yahweh, so that a religious emphasis cannot have been lacking. The humanitarian motivation, however, gives the law an additional dimension and blends it in with the preceding series of humanitarian injunctions.

The form of the humanitarian motive clause also affects the question of whether the fallow year was a fixed year over the whole land, or something to be observed individually by farmers on their own land. Though it is not made explicit in the text, it must surely have been the latter. The poor of the people and the wild beasts⁵ would derive little

³ The third is M. Noth's view (*Leviticus*, London, 1965, 183ff.). The theory that the seventh year fallow was connected with a total redistribution of tribal lands every seven years is quite without textual evidence.

⁴ N. P. Lemche: 'Manumission', 42 n.14.

⁵ Phillips rightly observes: 'The poor would have been those without land. Slaves and domestic animals would have been cared for by their owners.' *Criminal Law*, 75 n.49.

sustenance from a single fallow every seven years, but the continuous presence of some land lying fallow in every locality would obviously provide some relief.

2. Leviticus 25:2-7 — The sabbatical year

2 Speak to the Israelites and say to them: 'When you enter the land I am going to give you, the land itself must observe a Sabbath to the Lord.

3 For six years sow your fields, and for six years prune your vineyards and gather their crops.

4 But in the seventh year the land is to have a Sabbath of rest, a Sabbath to the Lord. Do not sow your fields or prune your vineyards.

5 Do not reap what grows of itself or harvest the grapes of your untended vines. The land is to have a year of rest.

6 Whatever the land yields during the sabbath year will be food for you — for yourself, your manservant and maidservant, and the hired worker and temporary resident who live among you,

7 as well as for your livestock and the wild animals in your land. Whatever the land produces may be eaten.'

(Lv. 25:2-7, NIV)

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A literary comparison of the verbal parallels between this passage and Ex. 23:10f. quickly demonstrates that it is dependent on it and an expansion of it. Three developments have been effected by the expansion.

(a). It is almost certain that the seventh year fallow has become a single year for the whole land. The injunctions are still in the 2nd Person singular, but the change from *'aršekā* 'your land' (Ex. 23:10) to the repeated *hā'āreṣ* 'the land' (Lv. 25:4, 5, 6), points to this.

(b). The religious dimension of the institution is emphasized, in that it is called a sabbatical year to Yahweh in the phrases *šabbat šabbāṭōn* and *šabbāt layhwh* which do not appear in Ex. 23. However, in the light of our introductory comments, it is not necessary to regard this as an innovating addition to replace the original humanitarian motive. It is just as likely that this is giving clearer expression to a religious significance which was always present, and which had in fact itself been supplemented by a humanitarian element in the Book of the Covenant.⁶ For this reason also it is not necessary that the Leviticus form of the law, though clearly secondary, should be considered late. In fact there is very little cultic elaboration present.

(c). The humanitarian aspects have almost all been removed, but not

⁶ M. Noth sees this possibility: 'This sacramental reason (*cf.* especially the apparently set form "sabbath for Yahweh" in vv. 2bB, 4bB), might well be the more original one . . . in point of content.' *Leviticus*, 186.

lost altogether, for other laws have been framed to take over their purpose — namely, the laws concerning harvesting, gleaning and vintage, in Lv. 19:9f. and 23:22. None of these laws occurs in the Book of the Covenant, where their humanitarian function was already adequately served by the continuous presence of some fallow land in different farms in each locality. But the introduction of a universal fallow in the seventh year alone would necessitate this kind of *annual* charitable behaviour.

In describing the seventh year as a 'sabbath to the LORD' for the land, Leviticus appears to be linking the original text in Ex. 23:10f. to the immediately following verse (Ex. 23:12) on the Sabbath day, and interpreting it in that light — *i. e.*, the land too is to enjoy a sabbatical rest as an expression of its relationship to Yahweh. This fits in with the theological conception of the land expressed in Lv. 25:23.

It rests on the understanding that Yahweh is the true owner of the land . . . and that the directness of this relationship ought to be restored every seventh year, without the land having its 'rest' disturbed by the intervention of men to whom it has passed and who use it for their own purposes.⁷

132 3. Deuteronomy 15:1-3 — The *šemittāh*

1. At the end of every seven years, you shall make a release (*šmittāh*) 2. . . . Every holder of a pledge shall release what has been pledged to him for debt by his neighbour. He shall not press his neighbour or his brother for payment, for Yahweh's release has been proclaimed . . . (my translation).

It is appropriate to deal with the law of release at this point, since it is best interpreted as an extension of the agrarian principles of the fallow year for the *land*, rather than a *slave* release law, linked in some way to the Hebrew slave release laws of Ex. 21:1-7 and Dt. 15:12-18. The *šemittāh* text does not mention slaves at all, and it is here that the confusion and difficulties of those who identify too closely all the seventh year 'happenings' become most acute. The text, especially the first two verses, presents several exegetical difficulties.

(a). *miqqēš šeba'* — *šānīm*

S. R. Driver points out that this can perfectly well mean 'at the end of every period of seven years' in the sense of 'in the seventh year', as it plainly does in Jer. 34:14.⁸ But the words can retain their natural sense when agrarian conditions are borne in mind. Loans would normally be of seed for sowing in spring, and repayment would therefore normally begin

⁷ M. Noth: *loc. cit.*

⁸ S. R. Driver: *A Critical and Exegetical Commentary on Deuteronomy* (ICC, Edinburgh, 1902), 174.

after the harvest at the *end* of the year. The law is therefore prescribing that at the *end* of the seventh year there is to be a 'dropping' of such loans (in what sense, we shall presently discuss).

(b). *ta'aseh šemittāh*

These words undoubtedly pick up the phrasing of the Exodus fallow year law in Ex. 23:11 (*tišm'etennāh*, 'you shall release it', sc. the land), and are thus *prima facie* grounds for our contention that we have to do here with the land and not (initially at least) with slaves.

The Deuteronomic law therefore presupposes the existence of the fallow year in its Exodus form. It probably also presupposes the sabbatical year formulation of Leviticus.

The question of the literary and chronological relationship between the three texts is very difficult, but it is my conviction that the Deuteronomic form, not that of Leviticus is the latest.⁹ From a literary viewpoint, the form of the law in Leviticus is much closer to the Book of the Covenant than that in Deuteronomy, in terms of verbal parallels. This of itself would not prove much, but it combines with another consideration of greater weight. It is difficult to see why Lv. 25 omitted reference to the *šemittāh* if it was *already* an established institution of the seventh year, with the same *sacral* overtones (*layhw*, Dt. 15:2) as the sabbatical year. 'Lv. 25 is very much concerned with the commercial and financial implications of the sabbatical year and the Jubilee, and if the P author had presupposed remission of debts, he certainly would have included it in his law.'¹⁰ Phillips' reason, that P rejected the Mosaic covenant concept and therefore abolished the year of release because it was associated with the seventh year covenant festival, is unlikely in itself (in view of the references to the Sinai covenant in Lv. 26), and also based on a muddled fusion of the *šemittāh* with the release of Hebrew slaves and a groundless severance of it from the agrarian fallow year.¹¹

⁹ The common critical view, of course, places both 'H' and 'P' to which Lv. 25 is generally assigned, later than Deuteronomy. However, it is also commonly agreed that the date of origin of particular laws in all three works may be quite unrelated to the date of their compilation, so that the documentary classification of the texts cannot really provide a decisive answer to the question of historical precedence. There is, furthermore the case made out by M. Weinfeld for seeing the divergences between Deuteronomic and priestly material as arising from different social and ideological backgrounds, rather than from two distinct historical periods. He argues that many of the laws of 'P' and the theological principles behind them appear to be much older in fact than those of 'D'. He actually cites the sabbatical year and the *šemittāh* among examples of this viewpoint. *Deuteronomy and the Deuteronomic School* (Oxford, 1972), 180ff., 223.

¹⁰ M. Weinfeld: *op. cit.*, 223 n.3.

¹¹ A. Phillips: *op. cit.*, 77f.

On the other hand, there is *no* difficulty in supposing that the Deuteronomic law has taken for granted the existence of the fallow year (including the fact that it has become a fixed year, as prescribed in Leviticus). Indeed, v.1 has been regarded by some scholars as an ancient formula prescribing precisely the *fallow year* on the land—which Deuteronomy has then expanded in v.2.¹² But this expansion need not be taken to imply the abolition or ignorance of the original agrarian meaning of the formula by the Deuteronomist. What v.2 does is to extend the scope and significance of the primary verb of the original law, *sāmat*, so that the seventh year becomes not only (though still) the year when land is not cultivated (the previous law being still in force), but also the year when the repayment of *human* debts is not to be demanded (in precisely what sense, see below). Certainly, I find this a more satisfactory view of the relationship between the three texts than that Ex. 23:10f. had simply 'lapsed' (Phillips, *loc. cit.*), or that the Deuteronomist just ignored it (Weinfeld, *loc. cit.*), or that it is simply inexplicably absent.¹³ It is at any rate greatly preferable to Lemche's confused handling of Dt. 15:1-18 as though it were intended to be all one single law, so that he is left bemoaning what the Deuteronomists have allegedly misunderstood, forgotten, and failed to harmonize.¹⁴

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In presupposing both the earlier laws, Deuteronomy now adds a further element by extending the principle of 'release' from land to include human beings also. Thus Deuteronomy recaptures and intensifies in a characteristic and original way the humanitarian aspect of the law which had been removed to other legislation in Leviticus (Lv. 19:9f., 23:22). Yet this is done without losing the sacral emphasis of the latter formulation.¹⁵ The precise form of this extension is given in the exceptionally difficult first part of v.2. The exegetical notes in the following paragraphs lie behind the translation offered above.

(c). *šāmôt kol-ba'al maššeh yādō 'ašer yaššeh berē'ehū*

The exegetical problem here revolves elliptically around two syntactical points: first, regarding the *subject* of the verb *šāmôt*, is the question

¹² F. Horst: *Das Privilegrecht Jahves*, FRLANT, NF 28 (45) (Göttingen, 1930), 57; G. von Rad: *Deuteronomy*, 105.

¹³ Cf. R. Kilian's somewhat blunt comment: 'Dieser Aspekt (*sc.* the fallow) fehlt in Dt.', *Literarkritische und formgeschichtliche Untersuchung des Heiligkeitgesetzes* (BBB 19, Bonn, 1963), 131.

¹⁴ N. P. Lemche: *op. cit.*, 45.

¹⁵ Cf. v.2bB: it is 'Yahweh's release' which has been 'proclaimed'. Also, it is in the year of the *šemittāh* that the ceremony of the reading of the covenant law is to be held (Dt. 31:10). M. Weinfeld is therefore rather short of the truth when he says, 'the sabbatical year in Deuteronomy has only a social significance' (*op. cit.*, 223).

whether *kol-ba'al* is construct to both the following words, or only to *maššēh* or to neither; second, therefore, the question as to precisely which word or words constitute the direct *object* of *šāmôṭ*. Several possibilities exist.¹⁶

(i). The most natural reading of the pointed MT is to take all four words after *šāmôṭ* as its subject, and the relative clause at the end as its object. Thus: 'Every owner of a ? loan of his hand shall release that which he has ? loaned to his neighbour.'

(ii). It is possible to regard *yādô* as the direct object, and change the pointing of the preceding word to *maššēh*. Thus: 'Every owner of a ? loan shall release his hand (with respect to that) which he has ? loaned his neighbour.' *šāmaṭ* with *yad* (probably, cf. *BH*₃) as object is found in Je. 17:4, but in the nearer context of Dt. 15:3, *yad* is the *subject* of *tušmēt*, which makes this interpretation less likely.

(iii). Another suggestion is to regard *ba'al* alone as the subject, and sufficient in itself, in relation to its context, to signify 'creditor'. *Maššēh* then becomes the direct object of the verb and is regarded as a *hiph'il* participle, masc. sing., const., meaning *the one who* has secured a loan by his own hand (= handshake). Thus: 'Every creditor shall release him who took a ? loan by handshake (in respect of that) which he ? loaned to his neighbour.'¹⁷ Apart from the doubtfulness of whether *ba'al* on its own could mean 'creditor', this interpretation *restricts* the law to the release of persons from debt-slavery, which does not seem to me to be textually or sociologically justified (see below). It also appears to make the last clause of the line somewhat tautologous.

The first of these possibilities, therefore, seems to be the best interpretation. But this still leaves the question of how we are to understand *maššēh yādô* and *šāmôṭ*.

(d). *maššēh yādô*

The most convincing translation of *maššēh*, in my view, is that it refers, not to the loan itself, but to the pledge given in security for it.¹⁸ *Ba'al* then has its natural meaning of 'owner' — the creditor being one who has in his possession a pledge belonging to his debtor. North's proposal to understand *yad* as 'power', 'disposition', or 'control', in this text, also makes

¹⁶ Extensive bibliographical details on the syntactical debate over this sentence are conveniently provided by R. North: 'Yád in the Shemitta-law', *VT* 14 (1954), 196-199.

¹⁷ This is the suggestion of F. Horst, *op. cit.*, 59f.

¹⁸ This is the view of both F. Horst, *op. cit.*, 61, and of H. M. Weil, 'Gage et cautionnement dans la Bible', *AHDO* 2 (1938), 171-241. Weil translates the verse, 'Que chaque maître libère le gage *maššâ* en son pouvoir (et) sur lequel il a prêté à son prochain' (186).

good sense. Thus he translates: 'every holder of a pledge at his disposition (*yādō*) shall release what he has received-by-pledge-loan-contract with his brother'. *Yād* thus signifies the 'temporary dominion or control exercised by the holder of a pledge.'¹⁹

Both Horst and Weil held that the pledge was a *person*, though with the important difference that Horst believed that the person was the debtor himself, taken into bondage by his creditor, whereas Weil distinguished carefully (and correctly, in my view) between bondage for the debtor himself and a person given as a pledge (*maššēh*). The latter, he pointed out, was always (in the texts he cites) a dependant of the debtor and not the debtor himself.²⁰ Undoubtedly Weil is more accurate as regards the precise sociological sense of the *šamōt* law, but even he, it seems, lays too great emphasis on the pledging of *persons*. For both Lv. 25:35ff. and Ne. 5:3-5 make it clear that the pledging of persons for debt was the *last* extremity, and was preceded by several stages in which *land*, vineyards, etc., were mortgaged first. It is reasonable to suppose, therefore, that in any period of seven years there would be more people who had mortgaged part or all of their land than had yet begun to hand over children, slaves, etc., as pledges for their debts. What then happened to such pledges of land? The most convincing view is that the land was used by the creditor as an 'antichretic' pledge—that is, the usufruct of the land was taken over by the creditor and went towards the repayment of the debt.

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(e). *šamōt*

In this light, the meaning of the initial verb *šamōt* has to be interpreted. Was it a complete cancellation of the debt and renunciation of the pledge? Or was it a one year suspension of repayment?²¹ The latter view has been favoured by those who translate *maššēh* simply as the loan itself. Thus, e.g., S. R. Driver, though admitting uncertainty, feels that a total cancellation of all debts as frequently as every seven years would have been self-defeating in that few would have been prepared to lend—not-

¹⁹ R. North: *op. cit.*, 199.

²⁰ Weil regards the pledge as 'a method of repayment for the creditor . . . an "antichretic" pledge'. The creditor recovered his debt 'by work of the *maššā*, which consisted of a child or a slave of the debtor' (*op. cit.* 171, my translation). Later he points out that there was 'a very clear distinction between the restoration of a debtor enslaved for debts himself and the release of a *maššā*' (192). 'The *maššā* was a pledge consisting of a person at one's disposal (child, slave), never the person of the debtor himself nor that of his wife (Neh. 5:5, 8, 10, 11; Dt. 15:1-3; I Sam. 22:2; 2 Ki. 4:7; Is. 50:1)' (236).

²¹ Bibliographical details of the scholarly debate on this question in the last century and early part of this are summarized in A. Menes: *Die vorexilischen Gesetze Israels* (BZAW 50, Berlin, 1928), 79 and S. R. Driver: *Deuteronomy*, 179.

withstanding the exhortation of vv.7-10.²² K. F. Keil comes to the same conclusion on the analogy of the use of *šāmaṣ* in Ex. 23:11. 'As it is not used there to denote the entire renunciation of a field or possession so here it cannot mean the entire renunciation of what has been lent, but simply leaving it, *i.e.* not pressing for it during the seventh year.'²³

If, on the other hand, *maššēh* is rightly regarded as an antichretic pledge, then this view (that it was a suspension, not a total cancellation) becomes even more probable. On this view, what is being prescribed is that in the seventh year the pledged land should be released and its usufruct revert to its true owner — the debtor. This, then, would be a year in which all the produce of the whole of his land would be his own — even though it would be reduced in quantity, owing to it being also the fallow year. To one who was deeply in debt, with a large part of his land mortgaged to creditors, such a year would have been a very considerable relief. By the same token, it would have been a not inconsiderable surrender on the part of the creditor — though this is usually minimized by those who argue that the *šmīttāh* must have meant the total cancellation of debts, on the grounds that otherwise vv.7ff. would have been unnecessary.²⁴ But, relating the whole matter again to agrarian conditions,²⁵ a loan of grain made, say, in the spring of the sixth year, after perhaps a partial repayment at the end of that year, could not begin to be recovered until the autumn of the eighth year — in modern terms, an extended credit, with little or no repayment, of two and a half years. With such an economic prospect, the warning of v.9 against an unwillingness to lend at the approach of the sabbatical year and the exhortation to lend adequately even in such circumstances, become quite intelligible and necessary. However, one cannot finally be dogmatic on this question, and total cancellation of the debt and release of the pledge may not have been impossible.

The dominant feature of the law itself, then, whatever its precise meaning, as well as of the 'preaching' which surrounds it, is the *humanitarian concern for the impoverished* — extended now not only to the landless poor, as in the case of the original fallow year, but also to those landowners under increasingly heavy burdens of debt. Just as

²² S. R. Driver: *loc. cit.*

²³ K. F. Keil and F. Delitzsch: *The Pentateuch* (Edinburgh, 1864), III, 369.

²⁴ Cf. A. Phillips: *op. cit.*, 78.

²⁵ As against N. P. Lemche, who makes the strange distinction between 'an agrarian ordinance' and 'remission of debt' (*op. cit.*, 45), whereas it was precisely agrarian debt that the law is concerned with. That commercial debt was not involved is shown by the exclusion of the foreigner from the law (v.3) — probably meaning the foreign commercial trader.

Leviticus extended the Exodus law in terms of the following verse (Ex. 23:12) on the Sabbath, so Deuteronomy has extended it in the light of the preceding verses that prohibit injustice and oppression. And both Leviticus and Deuteronomy very clearly understood the institution and its extensions, and the material sacrifices entailed, as *an obligation and responsibility to God himself*, to be expressed through one's land and one's relationship with impoverished fellow-Israelites. Both the sabbath for the land and the release for the debtor are 'to, or for, Yahweh' (Lv. 25:4, Dt. 15:2). We are thus presented in this particular economic sphere with an ethical pattern familiar elsewhere in biblical thought—the fulfilment of one's obligations to God by means of the discharge of one's responsibilities for one's fellow-men.

(to be continued)
